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February 12, 2026

Keshni Nand
Registrar
British Columbia Utilities Commission
Suite 410, 900 Howe Street
Vancouver, BC V6Z 2N3

Dear Keshni Nand:

**RE: British Columbia Utilities Commission (BCUC or Commission)
British Columbia Hydro and Power Authority (BC Hydro)
Application for Electric Tariff Supplement No. 111 – Woodfibre LNG Interim
Transmission Service Agreement (Application)**

BC Hydro writes pursuant to sections 58 to 61 of the *Utilities Commission Act* for approval of Electric Tariff Supplement No. 111 (**TS 111** or **Tariff Supplement**) for the provision of electricity service on an interim, curtailable basis for Woodfibre LNG Limited Partnership (**WLNG**). The purpose of TS 111 is to facilitate a staged interconnection approach for WLNG to be responsive to WLNG's in-service timeline while remaining compliant with Mandatory Reliability Standards (**MRS**) requirements.

The Application includes the following attachments:

1. Proposed TS 111 as Attachment 1; and
2. WLNG's letter of support as Attachment 2.

This application contains specific information relating to the electricity use of WLNG and other commercially sensitive information. To preserve confidentiality and protect commercially sensitive information, BC Hydro requests that the BCUC keep this information confidential pursuant to section 42 of the *Administrative Tribunals Act* and Part 4 of the BCUC's Rules of Practice and Procedure. BC Hydro has separately submitted a public version of the Application with the above confidential information redacted.

Context

WLNG is in the process of developing a fully electric liquefied natural gas export terminal facility at the former Woodfibre Pulp Mill site located 7 km southwest of Squamish. By utilizing BC Hydro's electricity, as well as emission-reducing technologies such as electric drive compressors, WLNG has committed to building one of the cleanest liquefied natural gas export projects in the world.

WLNG currently has an Electric Tariff Supplement No. 5 (**TS 5**) Electricity Supply Agreement (**ESA**) with BC Hydro for [REDACTED] of construction power, which is supplied to the WLNG site via a 230/132 kV transformer at Cheekye Substation and existing transmission line 1L31.

WLNG has submitted a separate interconnection request for [REDACTED] to power their new facility once operational, which is currently planned to be in October 2026. However, BC Hydro's system impact study (**SIS**) for this request identified that in order to maintain compliance with Mandatory Reliability Standard TPL-001-4 (**TPL-001-4**) additional system infrastructure is required before firm service can be provided.

TPL-001-4 forbids the use of Non-Consequential Load Loss and/or the interruption of Firm Transmission Service to respond to applicable transmission system contingency events, including loss of a transmission line or transformer.¹ This prohibition does not apply to "Interruptible Loads" as defined in the North American Electric Reliability Corporation (**NERC**) Glossary of Terms.²

Due to the need for additional system infrastructure to accommodate WLNG's load interconnection request, and to be responsive to WLNG's in-service timeline while remaining compliant with MRS requirements, BC Hydro proposes to deliver transmission service to WLNG's facility in two stages:

- **Stage 1 - Interim:** Stage 1 requires an upgrade to the existing line tap on 1L31, which is expected to be completed by October 2026. During Stage 1, automatic load shedding via Remedial Action Schemes (**RAS**) will be required to curtail WLNG's full [REDACTED] load if relevant contingencies occur. Based on the SIS findings, BC Hydro expects that the following transmission system contingency events could trigger the shedding of WLNG's supply during Stage 1:
 - i. Loss of transmission line 1L35;
 - ii. Opening of a line section without a fault on transmission line 1L35 at the Malaspina Substation end or Sechelt Substation end;
 - iii. Loss of transmission line 1L32;
 - iv. Opening of a line section without a fault on transmission line 1L32 at the Sechelt Substation end or Gibson Substation end;
 - v. Loss of Malaspina Substation transformer T5;
 - vi. Loss of Cheekye Substation transformer T4; and
 - vii. Opening of a line section without a fault on transmission line 1L31 at Cheekye Substation.

¹ Refer to Table 1 of Appendix D of BCUC Order No. R-27-18A.

² "Demand that the end-use customer makes available to its Load-Serving Entity via contract or agreement for curtailment." Refer to: https://www.nerc.com/pa/Stand/Glossary_of_Terms/Glossary_of_Terms.pdf.

Based on historical data, BC Hydro estimates that transmission system contingency events that could result in the shedding of WLNG's load under TS 111 will occur approximately [REDACTED] times per year (and could be more frequent).³

System performance is reassessed annually, and as the system evolves the relevant transmission system contingency events and their frequency may change.

The RAS will be set out in the relevant BC Hydro system operating order (2T-34) and station technical order (3T-CKY-01), and in the operating order between BC Hydro and WLNG (3T-WFR-01). The operating order is signed by BC Hydro and WLNG and outlines the procedures necessary to facilitate the interconnected operation of the WLNG's facility and BC Hydro's electrical system.

- **Stage 2 - Permanent:** Stage 2 will require a second 230/132 kV transformer to be installed at Cheekye Substation in parallel with the existing transformer, as well as a new 132 kV line position, a new point of interconnection, and an additional 132 kV transmission line approximately 18 km long from Cheekye Substation to WLNG's facility. Stage 2 is currently expected to be completed by December 2030, after which TS 111 will no longer be required.⁴

WLNG agrees with BC Hydro's proposed staged interconnection approach to power its facility and, subject to the BCUC's approval of this Application, BC Hydro and WLNG intend to enter into an interim transmission service agreement in the form of TS 111 to supplement WLNG's ESA for operational power that would be signed at the same time.

Proposed Terms for the Tariff Supplement

TS 111 is intended to accommodate WLNG's interconnection request as soon as possible, while maintaining compliance with MRS requirements.

The key terms of TS 111 are summarized below:

- (a) **Suspension of Supply** – If any of the listed contingency events occur, BC Hydro may suspend or reduce the supply of electricity to WLNG's facility in accordance with the procedure set out in the relevant operating order, for as long as BC Hydro determines is necessary to ensure safe and reliable service;
- (b) **Interruptible Load** – BC Hydro and WLNG agree that any load suspended or reduced under TS 111 will be considered Interruptible Load as defined by the NERC Glossary of Terms; and
- (c) **Term and Termination** – TS 111 shall commence on the Effective Date and continue until BC Hydro provides written notice that it is no longer necessary.

³ This estimate is specific to the seven contingencies identified by the SIS and does not include planned outages or outages caused by other contingencies not relevant to TS 111.

⁴ Once the additional system infrastructure is completed the loss of a single transmission line or transformer will not result in Non-Consequential Load Loss.

TS 111 will be terminated if WLNG's ESA for operational power is terminated without replacement or WLNG's request for operational power is removed or withdrawn from BC Hydro's load interconnection queue before the infrastructure for Stage 2 is complete. The agreement can also be terminated by either party providing not less than three months notice to the other party.

Under TS 111, there are no changes to the rate that would otherwise apply to the service to WLNG's facility, which remain the applicable transmission service rates, and there are no costs to be recovered from other ratepayers.

Benefits of the Tariff Supplement

BC Hydro submits that TS 111 is reasonable because it:

- Allows BC Hydro to meet WLNG's service request earlier than would otherwise be the case, while maintaining MRS compliance;
- Supports the Province's economic development and environmental objectives by using electricity to power WLNG's facility once construction completes; and
- Does not cause costs to be recovered from other ratepayers.

The Tariff Supplement is Supported by WLNG

BC Hydro has worked with WLNG to develop the staged interconnection approach and TS 111. WLNG understands and accepts all of the terms and conditions, including that under TS 111 BC Hydro will have the right to suspend service to WLNG's facility if any of the specified contingency events occur. BC Hydro has advised WLNG of the expected reliability of the Stage 1 power supply and WLNG has confirmed that its facility can accommodate the RAS and it can manage the potential impact on its operations.

A letter of support from WLNG is provided as Attachment 2.

Proposed Regulatory Process and Order Sought

BC Hydro submits that the BCUC can proceed directly to a decision on this Application because TS 111 is supported by WLNG, the only party substantially affected by it, and there are no costs to be recovered from other ratepayers.

For further information, please contact Joe Maloney at
bchydroregulatorygroup@bchydro.com.

Yours sincerely,



Chris Sandve
Chief Regulatory Officer

tb/ll

Enclosure

**BC Hydro Tariff Supplement No. 111 –
Interim Transmission Service Agreement for
Woodfibre LNG**

Attachment 1

Tariff Supplement No. 111

PUBLIC

INTERIM TRANSMISSION SERVICE AGREEMENT FOR WOODFIBRE LNG

THIS SUPPLEMENTAL AGREEMENT made as of

the ____ day of _____, 20__ (the “**Effective Date**”)

for _____.

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:

WOODFIBRE LNG LIMITED PARTNERSHIP

having an office in British Columbia at

1185 West Georgia Street, 9th Floor, Vancouver, British Columbia V6E 4E6

(herein called the “**Customer**”)

OF THE SECOND PART

ACCEPTED: _____

ORDER NO. _____

WHEREAS:

- A. The Customer is developing a fully electric liquefied natural gas export facility (the “**Customer’s Plant**”) at the former Woodfibre Pulp Mill site, located approximately seven kilometres southwest of Squamish.
- B. The Customer has requested [REDACTED] for the Customer’s Plant once it is in service, which is expected to be in October 2026.
- C. The existing BC Hydro system cannot accommodate the full [REDACTED] load requested by the Customer on a firm basis until additional system infrastructure is built, which is expected to be in December 2030. However, based on the system impact study BC Hydro is satisfied that it can serve the Customer’s Plant with [REDACTED] on an interim basis, provided that BC Hydro can suspend or reduce service to the Customer’s Plant if any of the transmission system contingency events listed in Appendix 1 occur.
- D. Based on historical data, BC Hydro estimates that transmission system contingency events that could result in the suspension or reduction of the Customer’s load under this Supplemental Agreement will occur approximately [REDACTED] times per year (and could be more frequent). This does not include BC Hydro planned outages or outages caused by other contingencies not relevant to this Supplemental Agreement.

NOW THEREFORE THIS SUPPLEMENTAL AGREEMENT WITNESSES THAT

BC Hydro and the Customer agree as follows:

ACCEPTED: _____

ORDER NO. _____

AGREEMENT INDEX

PARTIES 1

AGREEMENT INDEX 3

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ACCEPTED:_____

ORDER NO._____

1.0 DEFINITIONS AND INTERPRETATION

1.1 In this Supplemental Agreement, the following terms shall have the following meanings:

- (a) **“Customer’s Electricity Supply Agreement”** means the agreement in the form of Electric Tariff Supplement No. 5 between the Customer and BC Hydro for the Customer’s Operational Power Request;
- (b) **“Customer’s Operational Power Request”** means the Customer’s interconnection request for [REDACTED] dated November 15, 2024, as changed or revised from time to time pursuant to BC Hydro’s Business Practice for Load Interconnection Queue Management;
- (c) **“Customer’s Plant”** has the meaning given to it in recital A;
- (d) **“Load Interconnection Queue”** means the queue used by BC Hydro to determine the order of accepted requests for load interconnection and increase to Contract Demand, pursuant to BC Hydro’s Business Practice for Load Interconnection Queue Management;
- (e) **“Relevant Operating Orders”** means any one or more of BC Hydro operating orders 2T-34, 3T-CKY-01 and 3T-WFR-01, as amended or replaced from time to time; and
- (f) **“Specified Contingency Event”** means a transmission system contingency event listed in Appendix 1, which may be updated by BC Hydro from time to time with notice to the Customer.

ACCEPTED: _____

ORDER NO. _____

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- 1.2 All capitalized terms not otherwise defined in this Supplemental Agreement shall have the meaning set out in the Customer's Electricity Supply Agreement.
- 1.3 This Supplemental Agreement is intended as a supplement to and should be read in conjunction with the Customer's Electricity Supply Agreement. If there is any conflict between the provisions of this Supplemental Agreement and the Customer's Electricity Supply Agreement, the provisions of this Supplemental Agreement shall prevail.

2.0 SUSPENSION OF SUPPLY

- 2.1 If a Specified Contingency Event occurs, BC Hydro may suspend or reduce the supply of Electricity to the Customer's Plant in accordance with the procedure set out in the Relevant Operating Orders, for as long as BC Hydro determines is necessary to ensure safe and reliable service.
- 2.2 For greater certainty, BC Hydro's right to suspend or reduce the supply of Electricity to the Customer under section 2.1 is in addition to and does not limit any other right BC Hydro may have to discontinue, suspend or reduce the supply of Electricity to the Customer under the Customer's Electricity Supply Agreement or otherwise.
- 2.3 The Customer is responsible for any costs BC Hydro incurs to give effect to section 2.1 of this Supplemental Agreement from and after the date of execution. If any such costs are incurred, BC Hydro will issue the Customer an invoice, consistent with BC Hydro's standard billing practices.

ACCEPTED: _____

ORDER NO. _____

- 2.4 For the purposes of demonstrating BC Hydro's compliance with the mandatory reliability standard TPL-001-4 *Transmission System Planning Performance Requirements*, or any successor standard to the extent applicable, BC Hydro and the Customer agree that any load of the Customer's Plant that is not served as a result of the suspension or reduction of the supply of Electricity pursuant to section 2.1 of this Supplemental Agreement will be considered Interruptible Load as defined in the North American Electric Reliability Corporation Glossary of Terms, as amended or replaced from time to time.

3.0 BILLING ADJUSTMENTS

- 3.1 A suspension or reduction, pursuant to section 2.1, for more than one hour shall be cause for Billing Adjustments to be made by BC Hydro under the Customer's Electricity Supply Agreement.

4.0 TERM AND TERMINATION

- 4.1 The term of this Supplemental Agreement shall commence on the date of execution and continue in force until BC Hydro provides notice to the Customer that this Supplemental Agreement is no longer necessary, unless terminated earlier pursuant to section 4.2 or section 4.3.
- 4.2 This Supplemental Agreement shall terminate immediately if:
- (a) the Customer's Electricity Supply Agreement is terminated without replacement; or
 - (b) the Customer's Operational Power Request is removed or withdrawn from the Load Interconnection Queue before implementation is complete.

ACCEPTED: _____

ORDER NO. _____

4.3 Either party may also terminate this Supplemental Agreement for any reason by providing not less than three months notice to the other party.

4.4 If this Supplemental Agreement is terminated under section 4.2(b) or section 4.3, the Customer's Electricity Supply Agreement will also be terminated effective upon the date of termination of this Supplemental Agreement.

5.0 COUNTERPARTS

5.1 This Supplemental Agreement may be executed in any number of counterparts, each of which when executed and delivered (by facsimile, pdf or otherwise) will be deemed to be an original, and all of which together shall constitute one and the same document.

ACCEPTED: _____

ORDER NO. _____

IN WITNESS WHEREOF the duly authorized representative of each party has executed this Supplemental Agreement.

**BRITISH COLUMBIA HYDRO AND
POWER AUTHORITY**

**WOODFIBRE LNG LIMITED
PARTNERSHIP, BY ITS GENERAL
PARTNER, WOODFIBRE LNG
GENERAL PARTNER INC.**

By: _____
(signature)

By: _____
(signature)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

ACCEPTED: _____

ORDER NO. _____

APPENDIX 1
LIST OF SPECIFIED CONTINGENCY EVENTS

This list may be updated by BC Hydro from time to time with notice to the Customer:

[NTD: *Insert list of transmission system contingency events relevant to interim service to the Customer's Plant here.*]

ACCEPTED: _____

ORDER NO. _____

**BC Hydro Tariff Supplement No. 111 –
Interim Transmission Service Agreement for
Woodfibre LNG**

Attachment 2

**Woodfibre LNG Limited Partnership
Letter of Support**

PUBLIC



Suite 900 – 1185 W. Georgia St.
Vancouver, B.C., V6E 4E6
Phone: 1-888-801-7929
Email: info@wlng.ca

February 5, 2026

Chris Sandve
Chief Regulatory Officer
BC Hydro
333 Dunsmuir St, 16th Floor
Vancouver, BC V6B 5R3

chris.sandve@bchydro.com

Dear Mr. Sandve,

**Re: Woodfibre LNG Limited Partnership
Application for Electric Tariff Supplement No. 111**

Woodfibre LNG Limited Partnership (**WLNG**) submits this letter in support of the British Columbia Hydro and Power Authority's (**BC Hydro**) application for approval of Electric Tariff Supplement No. 111 (**Tariff Agreement**) for the provision of electricity service on an interim, curtailable basis to the Woodfibre LNG Project (**Application**). We understand that BC Hydro will submit the Application, including this letter, to the British Columbia Utilities Commission.

WLNG understands and accepts all terms and conditions as set out in the Tariff Agreement. In particular, we understand that the Tariff Agreement, if approved, will give BC Hydro the right to suspend our entire electricity supply if any of the specified contingency events occur and for as long as BC Hydro determines is necessary to maintain safe and reliable service.

WLNG also understands that, based on historical data, BC Hydro estimates that such suspensions will occur approximately [REDACTED] times per year (and could be more frequent), not including BC Hydro planned outages or outages caused by contingencies unrelated to the Tariff Agreement. WLNG confirms that our facility can accommodate the required Remedial Action Schemes.

If you have any questions about this letter of support, please contact me via email at ron_bailey@pacificenergycorp.com or telephone at 403-718-8553.

Respectfully,

A handwritten signature in blue ink, appearing to read "Ron Bailey".

Ron Bailey

Director

Woodfibre LNG Limited Partnership, by its General Partner,
Woodfibre LNG General Partner Inc.