

KISKATINAW RIVER NATURAL GAS FACILITIES

THIS TARIFF AGREEMENT is made as of

the 01 day of February, 2023.

BETWEEN:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY,

a Crown corporation continued under the laws of British Columbia having its
head office at

333 Dunsmuir Street, Vancouver, British Columbia V6B 5R3

(herein called "**BC Hydro**")

OF THE FIRST PART

AND:

CUTBANK RIDGE PARTNERSHIP

having an office at

4400 – 500 Centre St. S.E., Calgary, AB, T2P 2S5

(herein called the "**Customer**")

OF THE SECOND PART

ACCEPTED: March 6, 2023

ORDER NO. G-24-23



ACTING COMMISSION SECRETARY

WHEREAS:

- A. The Customer owns two transmission lines and three substations that supply electricity to the Customer's natural gas processing and compressor facilities, collectively referred to as the Kiskatinaw River Natural Gas Facilities, in northeastern B.C. and is an existing BC Hydro customer.
- B. The Customer has requested that it be provided with an additional [REDACTED] kVA of Contract Demand.
- C. BC Hydro has the capacity and ability to serve the Customer's requested additional load under most system normal operating conditions. However, BC Hydro has identified a potential constraint on supplying the requested additional load in conditions of high ambient temperature. The permanent solution to this issue is expected to be the construction of a new transmission line, which is expected to be completed in two to three years.
- D. In the interim, BC Hydro is willing to increase the Customer's load as requested so that the Customer's planned operations can proceed prior a permanent solution being implemented, on the condition that BC Hydro may curtail the Customer's load if necessary to maintain safe and reliable service in the Dawson Creek Area.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT BC Hydro and the Customer agree as follows:

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1.0 DEFINITIONS AND INTERPRETATION

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

- (a) “**Additional Contract Demand**” means the kVA demand specified in section 2.1 of this Tariff Agreement;
- (b) “**Dawson Creek Area**” means BC Hydro’s service area downstream of the Bear Mountain Terminal substation; and
- (c) “**Local Operating Order**” means the operating order entered into by BC Hydro and the Customer, through its managing partner and transmission operator Ovintiv Canada ULC, that outlines the procedures, including safety isolation procedures, necessary to facilitate the interconnected operation of the Customer’s Kiskatinaw River Natural Gas Facilities and the BC Hydro electrical system, as amended or replaced from time to time.

1.2 All capitalized terms not otherwise defined in this Tariff Agreement shall have the meaning set out in Electric Tariff Supplement No. 5.

1.3 This Tariff 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 Tariff Agreement and the Customer’s Electricity Supply Agreement, the provisions of this Tariff Agreement shall prevail.

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2.0 ADDITIONAL CONTRACT DEMAND

- 2.1 In addition to the Contract Demand set out in section 6 of the Customer's Electricity Supply Agreement, BC Hydro will supply [REDACTED] kVA of Additional Contract Demand to the Customer contingent on the additional curtailment right set out in section 3.1 of this Tariff Agreement.
- 2.2 The Contract Demand under the Customer's Electricity Supply Agreement plus the Additional Contract Demand under this Tariff Agreement will be the Customer's total Contract Demand for the purpose of billing under the applicable Transmission Service rate schedule.

3.0 LOAD SHEDDING

- 3.1 If the conductor temperature on the transmission line serving the Customer exceeds 90° Celsius, BC Hydro may suspend or reduce the supply of Electricity to the Customer for as long as BC Hydro determines is necessary to maintain safe and reliable service in the Dawson Creek Area, in accordance with the procedures set out in the Local Operating Order.

For greater certainty, BC Hydro's power to suspend or reduce the supply of Electricity to the Customer applies to all Electricity supplied to the Customer, including the Contract Demand under the Customer's Electricity Supply Agreement.

- 3.2 The Customer is responsible for any costs BC Hydro incurs to give effect to section 3.1 of this Tariff Agreement from and after [Effective Date]. If any such costs are incurred, BC Hydro will issue the Customer an invoice, consistent with BC Hydro's standard billing practices.

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4.0 TERM AND TERMINATION

4.1 The term of this Tariff Agreement shall commence on [Effective Date] and continue in force until:

- (a) BC Hydro and the Customer execute an Electricity Supply Agreement with Contract Demand other than [REDACTED] kVA; or
- (b) The Customer's Electricity Supply Agreement is terminated without replacement.

4.2 Either party may also terminate this Tariff Agreement for any reason by providing not less than three months notice to the other party. In BC Hydro's case, this may include if BC Hydro determines that the Customer is not progressing through the load interconnection process in a timely manner.

5.0 COUNTERPARTS

5.1 This Tariff 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.

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

**BRITISH COLUMBIA HYDRO AND
POWER AUTHORITY**

CUTBANK RIDGE PARTNERSHIP

By: 
(signature)

By: *R. Brausse*
[R. Brausse \(Feb 27, 2023 09:04 MST\)](#)
(signature)

Printed Name: Keith Anderson

Printed Name: R. Brausse

Title: VP of Customer Service

Title: Manager, Canadian Infrastructure & Water

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