

DAWSON CREEK AREA – INTERIM TRANSMISSION SERVICE

THIS SUPPLEMENTAL AGREEMENT is made as of
the ____ day of _____, 20__ (the “**Effective Date**”).

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:

[**CUSTOMER LEGAL NAME**]
having an office in British Columbia at
[**CUSTOMER ADDRESS**], [**CITY**], British Columbia [**POSTAL CODE**]
(herein called the “**Customer**”)

OF THE SECOND PART

ACCEPTED: January 24, 2025

ORDER NO. G-14-25

Electronically signed by Patrick Wruck

COMMISSION SECRETARY

WHEREAS:

- A. The Customer has requested new or increased Contract Demand pursuant to Electric Tariff Supplement No. 5 or No. 87.
- B. BC Hydro has the capacity and ability to serve the requested new or increased load under system normal operating conditions; however, BC Hydro has identified a potential constraint on supplying the requested new or increased load if one of the three existing transformers at Bear Mountain Substation is out of service.
- C. The permanent solution to the potential constraint is expected to be the addition of a fourth transformer at the Bear Mountain Substation, which is expected to be completed by March 2027.
- D. In the interim, BC Hydro is willing to supply the requested new or increased Contract Demand pursuant to the Customer's Electricity Supply Agreement so that the Customer's planned operations can proceed prior to a permanent solution being implemented, on the condition that BC Hydro may suspend or reduce the supply of Electricity to the Customer's Plant if BC Hydro determines 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 Supplemental Agreement, the following terms shall have the following meanings:

- (a) “**Additional Contract Demand**” means the kVA demand specified in section 3.1 of this Supplemental Agreement;
- (b) “**Bear Mountain Substation**” means the BC Hydro-owned Bear Mountain Terminal 230kV/138kV substation located approximately 13 km west of the City of Dawson Creek;
- (c) “**Customer’s Electricity Supply Agreement**” means the Electricity Supply Agreement in effect on the Effective Date;
- (d) “**Dawson Creek Area**” means BC Hydro’s service area downstream of the Bear Mountain Substation;
- (e) “**Dawson Creek Area Customer**” means a BC Hydro customer who takes, or proposes to take, Electricity from BC Hydro’s transmission system at a point downstream of Bear Mountain Substation pursuant to an Electricity Supply Agreement;
- (f) “**Electricity Supply Agreement**” means an agreement in the form of Electric Tariff Supplement No. 5 or Electric Tariff Supplement No. 87, as applicable, between BC Hydro and the Customer for the Customer’s Plant;
- (g) “**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; and

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(h) “**Subject Contract Demand**” means:

- (i) if the Additional Contract Demand is zero, the Contract Demand set in the Customer’s Electricity Supply Agreement; and
- (ii) in any other case, the Additional Contract Demand.

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 APPLICABILITY

2.1 This Supplemental Agreement is available only to Dawson Creek Area Customers whose request for new or increased Contract Demand pursuant to Electric Tariff Supplement No. 5 or No. 87 is entered into the Load Interconnection Queue on or after November 5, 2020 and prior to the installation and successful operation of a fourth transformer at the Bear Mountain Substation and only following completion of any upgrades BC Hydro determines are necessary to ensure that BC Hydro can exercise its rights pursuant to section 4.1 of this Supplemental Agreement, which upgrades shall be at the Customer’s sole cost.

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3.0 ADDITIONAL CONTRACT DEMAND AND SUBJECT CONTRACT DEMAND

3.1 For new Contract Demand, the full Contract Demand will be included in the Customer's Electricity Supply Agreement and the Additional Contract Demand specified in this section 3.1 will be zero.

For increased Contract Demand, in addition to the Contract Demand set out in section 6 of the Customer's Electricity Supply Agreement, BC Hydro will supply _____ kVA of Additional Contract Demand to the Customer.

3.2 For greater certainty, the Contract Demand set out in section 6 of the Customer's Electricity Supply Agreement plus the Additional Contract Demand under this Supplemental Agreement, if any, will be the Customer's total Contract Demand in the Customer's Electricity Supply Agreement for so long as this Supplemental Agreement remains in effect, including for the purpose of billing under the Applicable Rate Schedule.

3.3 The supply of Subject Contract Demand to the Customer will be conditional upon the right to suspend or reduce the supply of Electricity set out in section 4.0 of this Supplemental Agreement.

4.0 SUSPENSION OF SUPPLY

4.1 In addition to any other right BC Hydro may have to discontinue, suspend or reduce the supply of Electricity to the Customer:

- (a) if one, and only one, of the three transformers at Bear Mountain Substation is out of service; and
- (b) there is insufficient capacity on the two remaining transformers to supply all loads in the Dawson Creek Area,

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BC Hydro may suspend or reduce the supply of Electricity to the Customer's Plant for as long as BC Hydro determines is necessary to maintain safe and reliable service in the Dawson Creek Area.

- 4.2 For greater certainty, BC Hydro's right to suspend or reduce the supply of Electricity to the Customer under section 4.1 is not limited to Subject Contract Demand and applies to all Electricity supplied under both this Supplemental Agreement and the Customer's Electricity Supply Agreement.
- 4.3 BC Hydro's right to suspend or reduce the supply of Electricity to the Customer under section 4.1 applies only to Dawson Creek Area Customers that are taking Electricity subject to the terms of a Supplemental Agreement in the form of Tariff Supplement No. 108, and BC Hydro will not concurrently suspend or reduce the supply of Electricity to any other Dawson Creek Area Customer.
- 4.4 The Customer is responsible for any costs BC Hydro incurs to give effect to section 4.1 of this Supplemental Agreement from and after the Effective Date. If any such costs are incurred, BC Hydro will issue the Customer an invoice, consistent with BC Hydro's standard billing practices.
- 4.5 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 cannot be served due to the suspension or reduction of the supply of Electricity pursuant to section 4.1 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.

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5.0 BILLING ADJUSTMENTS

5.1 A suspension or reduction, pursuant to section 4.1, for more than one hour shall be cause for Billing Adjustments to be made by BC Hydro under the Customer’s Electricity Supply Agreement.

6.0 TERM AND TERMINATION

6.1 The term of this Supplemental Agreement shall commence on the Effective Date and continue in force until the earlier of:

- (a) BC Hydro and the Customer execute a replacement Electricity Supply Agreement for the Customer’s Plant after the Effective Date;
- (b) the Electricity Supply Agreement in effect on the Effective Date is terminated without replacement; or
- (c) if the Additional Contract Demand specified in section 4.1 is zero, BC Hydro confirms in writing that a fourth transformer at the Bear Mountain Substation is fully operational.

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

6.3 If the Additional Contract Demand specified in section 4.1 is zero and either party terminates this Supplemental Agreement pursuant to section 6.2, the Customer’s Electricity Supply Agreement will also be terminated effective upon the date of termination of this Supplemental Agreement.

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7.0 COUNTERPARTS

7.1 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.

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

**BRITISH COLUMBIA HYDRO AND
POWER AUTHORITY**

[CUSTOMER LEGAL NAME]

By: _____
(signature)

By: _____
(signature)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

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