

SCHEDULE 2

BC Hydro

Electric Tariff Supplement No. 114
North Coast Supplement to Electricity Supply Agreement
Effective:
Original of Page 1

NORTH COAST SUPPLEMENT TO ELECTRICITY SUPPLY AGREEMENT

THIS SUPPLEMENTAL AGREEMENT is 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:

[**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

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

ACCEPTED: _____

REGISTRAR

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ACCEPTED: _____

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1.0 DEFINITIONS AND INTERPRETATION

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

(a) **“Applicable Operating Instructions”** means _____

_____ ,

as amended or replaced from time to time;

(b) **“Customer Electricity Supply Agreement”** means the agreement between BC Hydro and the Customer in the form of Electric Tariff Supplement No. 5 or Electric Tariff Supplement No. 87 (or any successor to either of them) for the supply of electricity to the Customer’s Plant referred to on Page 1 of this Supplemental Agreement;

(c) **“Facilities Study Agreement”** means, in relation to new or increased Contract Demand referred to in section 2.1, an agreement between BC Hydro and the Customer that:

(i) is in the form of agreement commonly referred to by BC Hydro as a “facilities study agreement”; and

(ii) provides for an evaluation by BC Hydro of the work that would be necessary to connect the project or expansion to the BC Hydro electrical system, including engagement with First Nations, engineering, procurement and construction;

and

ACCEPTED: _____

ORDER NO. _____

REGISTRAR

(d) “**Load Interconnection Queue**” means the queue used by BC Hydro to determine the order of accepted requests for load interconnection and an increase to Contract Demand, pursuant to BC Hydro’s Business Practice for Load Interconnection Queue Management.

1.2 All capitalized terms not otherwise defined in this Supplemental Agreement shall have the meaning set out in the Customer Electricity Supply Agreement.

1.3 This Supplemental Agreement is intended as a supplement to and should be read in conjunction with the Customer Electricity Supply Agreement. If there is any conflict between the provisions of this Supplemental Agreement and the Customer Electricity Supply Agreement, the provisions of this Supplemental Agreement shall prevail.

2.0 APPLICABILITY

2.1 This Supplemental Agreement is required for any BC Hydro customer who:

- (a) has requested new or increased Contract Demand for a transmission load project directly or indirectly connected to the BC Hydro electrical system extending west from the Williston Substation near Prince George; and
- (b) entered BC Hydro’s Load Interconnection Queue on or after June 1, 2022, in respect of that new or increased Contract Demand but has not before the effective date of Electric Tariff Supplement No. 114 entered into a Facilities Study Agreement in respect of that project or expansion.

ACCEPTED: _____

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3.0 SUSPENSION OF SUPPLY

- 3.1 In addition to any other right BC Hydro may have to discontinue, suspend or reduce the supply of Electricity to the Customer, BC Hydro may suspend or reduce the supply of Electricity to the Customer under the Customer Electricity Supply Agreement to respond to and address certain contingency event(s) in the circumstances and following the procedures set out in the Applicable Operating Instructions for as long as BC Hydro determines it is necessary to ensure safe and reliable service.
- 3.2 BC Hydro's right to suspend or reduce the supply of Electricity to the Customer under section 3.1 applies only to BC Hydro customers that are taking Electricity subject to the terms of a Supplemental Agreement in the form of Electric Tariff Supplement No. 114 and not to any other BC Hydro customer who takes Electricity service from the BC Hydro electrical system at a point of interconnection west of the Williston Substation.
- 3.3 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(s) that cannot be served due to the suspension or reduction of the supply of Electricity pursuant to section 3.1 of this Supplemental Agreement will be considered "Interruptible Load" as defined in the North American Electric Reliability Corporation Glossary of Terms and adopted by the British Columbia Utilities Commission, as amended or replaced from time to time.

ACCEPTED: _____

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4.0 BILLING ADJUSTMENTS

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

5.0 TERM AND TERMINATION

5.1 The term of this Supplemental Agreement shall commence on the Effective Date and continue in force until the Customer Electricity Supply Agreement has been terminated without replacement or BC Hydro provides written notice to the Customer that this Supplemental Agreement is no longer necessary.

6.0 COUNTERPARTS

6.1 This Supplemental Agreement may be executed and delivered by electronic means and in several counterparts, each of which when executed and delivered will be deemed to be an original and all of which together will be one and the same agreement.

ACCEPTED: _____

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IN WITNESS WHEREOF the duly authorized representative of each party has executed this Supplemental Agreement. [If the Customer is a joint venture or partnership then this Supplemental Agreement shall be executed and sealed by all joint venturers or partners and all declarations and agreements of the Customer shall be deemed to be joint and several.]

**BRITISH COLUMBIA HYDRO AND
POWER AUTHORITY**

[CUSTOMER LEGAL NAME]

By: _____
(signature)

By: _____
(signature)

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

ACCEPTED: _____

ORDER NO. _____

REGISTRAR