

FACILITIES STUDY AGREEMENT

THIS AGREEMENT is dated for reference _____, 201_.

BETWEEN:

BRITISH COLUMBIA HYDRO AND POWER AUTHORITY,
a crown corporation having its head office at 333 Dunsmuir Street,
Vancouver, British Columbia

("BC Hydro")

AND:

(the "Generator")

WHEREAS:

- (A) The Interconnections and Shared Assets office of BC Hydro is responsible for distribution voltage interconnections of power generation and interconnection facilities to the BC Hydro distribution system (the "**Distribution System**"); and
- (B) The Generator has completed and submitted to BC Hydro a Generator Interconnection Equipment Statement (the "**Application**") for the potential interconnection of certain electrical generation and distribution facilities (the "**Generating Facilities**") at _____ near _____, British Columbia to the Distribution System;
- (C) BC Hydro has completed an Interconnection System Impact Study (the "**SIS Study**") and provided the results of said study to the Generator on _____, 201_; and
- (D) The Generator has requested BC Hydro to perform the additional interconnection studies to specify and estimate the cost of the equipment, engineering, procurement and construction work needed to implement the conclusions of the interconnection SIS Study in accordance with Good Utility Practice to physically and electrically connect the Generating Facilities to the Distribution System (the "**Interconnection Facilities Study**"); and
- (D) BC Hydro will perform the Interconnection Facilities Study as provided in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the mutual agreements between the Parties and for other good and valuable consideration, BC Hydro and the Generator agree as follows:

1. **Scope:** The scope of the Interconnection Facilities Study shall be subject to the assumptions set forth in the SIS Study and the Interconnection Facilities Study will be based upon the results of the SIS Study and the technical information provided by the Generator in the Application.
2. **Interconnection Facilities Study Report:** The results of the Interconnection Facilities

Study will be provided to the Generator in the form of a report which will include an assessment of the project interconnection requirements for the Generating Facilities, a P50 design-level cost estimate (+15%/-10%) for required facilities to interconnect the Generating Facilities and a schedule for such interconnection. The Interconnection Facilities Study Report is estimated to be completed within ___ calendars days from the date the deposit has been received by BC Hydro.

3. Cost of the Interconnection Facilities Study: The Generator shall provide a deposit of \$_____ for the performance of the Interconnection Facilities Study. The Generator is responsible for all actual costs incurred by BC Hydro, plus any applicable taxes, in completing the Interconnection Facilities Study Report. BC Hydro shall invoice the Generator for all actual costs, plus any applicable taxes. Any difference between the deposit and the invoiced amount shall be paid by or refunded to the Generator, as appropriate.

4. Scope of Services Not Provided: The Interconnection Facilities Study to be provided under this Agreement is limited only to the assessment of technical interconnection issues, as noted above, and such study does not include any non-technical interconnection-related issues, such as environmental and regulatory requirements, public consultation, First Nations issues and any other property-related issues arising from construction and/or operation of the Generating Facilities.

5. No Representation As To Estimates: All estimates and assessments provided by BC Hydro pursuant to this Agreement are non-binding. BC Hydro makes no representations as to the accuracy, usefulness or completeness of any estimate or assessment provided in the Interconnection Facilities Study or pursuant to this Agreement, and the provision of any such estimates or assessments shall not in any way limit the Generator's responsibility for the payment of actual interconnection costs.

6. Additional Technical Information: If, after the submission of the Application, the Generator modifies its point of interconnection, interconnection request or the technical information provided in the Application, the Generator will notify BC Hydro of such change(s) and acknowledges that this may impact the estimated costs and completion date of the Interconnection Facilities Study being conducted and may impact the System Impact Study results. BC Hydro reserves the right to request additional technical information from the Generator, as may reasonably become necessary consistent with Good Utility Practice, during the course of performing the Interconnection Facilities Study.

8. Limitation of Liability: Neither BC Hydro, nor its employees, officers, directors or agents, or shareholders will be liable to the Generator, or its employees, officers, directors or agents, under or in relation to this Agreement, for any indirect or consequential damages, injury or loss suffered by the Generator or its employees, officers or directors or agents, howsoever and whensoever caused, and whether arising in contract or in tort in respect of the services provided under this Agreement.

7. Termination: Generator may terminate this Agreement for any reason by giving BC Hydro written notice of not less than 3 (three) business days. All costs incurred by BC Hydro up to the date of termination will be due and owing by the Generator. Clauses 3 and 5 of this Agreement shall survive termination, as will any other provisions that would reasonably be expected to survive such termination.

8. Assignment: Generator shall not assign this Agreement without the prior written consent of BC Hydro.

10. Entire Agreement and Governing Law: This Agreement will supersede any prior agreements, arrangements, discussions or understandings between BC Hydro and the Generator regarding the subject matter of this Agreement. This Agreement will be governed by and construed in accordance with the laws of British Columbia and the laws of Canada applicable therein without regard to conflicts of law principles.

11. Counterpart/Electronic Transmission: This Agreement may be executed in one or more counterparts and delivered by facsimile or electronic transmission, each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, each signatory having been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign, the Parties have caused this Agreement to be executed by their respective duly authorized representatives, as of the date first written above.

**BRITISH COLUMBIA HYDRO
AND POWER AUTHORITY**

[GENERATOR]

Per: _____

Per: _____

Title: Manager,
Distribution Generator Interconnections

Title: _____

Date: _____

Date: _____