



July 5, 2019

Sent via email (Commission.Secretary@bcuc.com)

Mr. Patrick Wruck  
Commission Secretary and Manager  
Regulatory Support  
British Columbia Utilities Commission  
Suite 410, 900 Howe Street  
Vancouver, BC V6Z 2N3

Dear Mr. Wruck,

**RE: Project No. 1598947  
British Columbia Utilities Commission (Commission)  
British Columbia Hydro and Power Authority (BC Hydro) and Boralex Ocean Falls Limited  
Partnership (Boralex)  
BC Hydro Application Requesting the Commission set a Rate for Boralex's  
Electricity Service to BC Hydro**

Boralex encloses with this letter interim tariff pages (Tariff) for its electric service to BC Hydro for endorsement by the Commission in accordance with Order G-143-19.

The Tariff is based on the Electricity Purchase Agreement between Boralex and BC Hydro made as of February 19, 1986 (as amended and assigned and assumed from time to time), with revisions to reflect the agreed terms and conditions as filed by BC Hydro on pages 5 and 6 of Exhibit B-14, dated June 7, 2019.

Yours truly,

Boralex Ocean Falls Limited Partnership

Maxime Tremblay, ing.  
Regional manager, wind and hydro  
[Maxime.tremblay@boralex.com](mailto:Maxime.tremblay@boralex.com)

Copy to: BC Hydro  
Fred James  
Chief Regulatory Officer  
[bhydroregulatorygroup@bchydro.com](mailto:bhydroregulatorygroup@bchydro.com)



# **BORALEX OCEAN FALLS LIMITED PARTNERSHIP**

## **BC Hydro Interim Electric Tariff**

Effective July 1, 2019

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ACCEPTED: \_\_\_\_\_

ORDER NO.: G-143-19

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COMMISSION SECRETARY

Boralex Ocean Falls Limited Partnership ("Boralex LP") will supply electricity to British Columbia Hydro and Power Authority ("BC Hydro") in accordance with this interim tariff filed with and approved by the British Columbia Utilities Commission. BC Hydro, by accepting electricity from Boralex LP at the point of delivery, agrees to abide by the terms and conditions set forth in this tariff.

## **DEFINITIONS**

1. In this tariff,
  - (a) "electricity" means electric power and also means and includes electric energy;
  - (b) "point of delivery" means the point where Boralex LP's transmission connection meets BC Hydro's substation in Bella Bella;
  - (c) "kilowatt consumption" or "kW consumption" means the amount of electrical energy measured in kilowatt-hours and determined by a Boralex LP meter or meters to pass from Boralex LP's electrical system to BC Hydro's electrical system;
  - (d) "transmission connection" means all facilities required to supply electricity from Boralex LP's Ocean Falls generating station to the point of delivery including any right-of-way, lines or equipment; and
  - (e) "Bella Bella distribution load" means all electricity supplied to BC Hydro's customers presently or in the future in the general geographic area referred to as Shearwater and/or Bella Bella.

## **AGREEMENT TO SUPPLY AND PAY FOR**

2. Boralex LP will supply electricity to BC Hydro at the point of delivery and BC Hydro will pay Boralex LP for such electricity supplied to it by Boralex LP upon the terms and conditions set forth in this tariff.

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**ELECTRICITY SUPPLIED AND TAKEN**

3. The electricity supplied hereunder shall be alternating current, three-phase, having a normal frequency of 60 cycles per second. Variations from the said frequency shall not normally exceed plus or minus 1.5% of such frequency and will be adjusted to provide a zero time error every 24 hours. The voltage of the electricity supplied and metered hereunder shall be regulated to normally maintain voltage between the limits of 12,000 V  $\pm$  2.5%. Variations from the normal voltage and frequency shall not exceed these limits except with respect to both frequency and voltage at times of sudden load changes or in cases of emergency or accident.

**RATES, TERMS AND CONDITIONS**

4. BC Hydro shall take and pay for electricity supplied hereunder in accordance with the rate, terms and conditions which are set out as follows:

- (a) BC Hydro will at all times use the power supplied by Boralex LP to supply the Bella Bella distribution load when that power is available in the quality stated in Section 3 except:
  - (i) the intent of the parties is to perform those minimum operational checks which are required to ensure the reliability of the standby units at the BC Hydro Shearwater Diesel Plant. To accomplish this, BC Hydro will endeavour to operate the units at the Shearwater plant on line no more frequently than 1 hour per unit every bi-weekly period.
  - (ii) if the growth of the Bella Bella distribution load exceeds 7% per year projected from the 31 March 1986 annual load, BC Hydro may purchase or supply from other sources the incremental load over the 7% normal growth.
- (b) the cost of electricity to BC Hydro under this tariff shall be the rates established pursuant to section 3 of the Ocean Falls EPA Third Extension Agreement made as of July 1, 2018 between Boralex LP and BC Hydro accepted for filing by the British

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Columbia Utilities Commission under section 71 of the *Utilities Commission Act* (British Columbia) pursuant to Order E-18-18 dated June 18, 2018.

**BILLING AND PAYMENT OF ACCOUNTS**

5. Boralex LP will for each month render its accounts to BC Hydro for electricity supplied under this tariff. Upon receipt thereof BC Hydro shall pay such accounts to Boralex LP in lawful money of Canada. Any account remaining unpaid 21 days from the date of receipt thereof by BC Hydro shall be in arrears and Boralex LP will, in addition to all other remedies charge interest on the monies owed in an amount of 1.75% per month or part thereof until the said account is paid.

**METERING**

6. (a) The point of metering the electricity supplied under this tariff shall be at a safe and suitable location in Boralex LP's substation as near as practical to the point of delivery;
- (b) Measurement, directly or indirectly, of kilowatt-hours or other factors or quantities shall be determined at the voltage at the point of delivery by Boralex LP by means of suitable metering equipment provided, installed and maintained by Boralex LP;
- (c) The *Electricity and Gas Inspection Act* of Canada and the regulations made thereunder shall govern the metering used under this tariff;
- (d) Boralex LP may test, calibrate, remove or change its metering equipment at any reasonable time and shall, whenever practical, advise BC Hydro in advance of its intention to do so. BC Hydro may have a representative present at any test or calibration;
- (e) Should Boralex LP's metering equipment fail to register correctly or for any reason meter readings be unobtainable, the amount of electricity supplied will be estimated by Boralex LP from the best information available based on BC Hydro's operations during the month in question and such estimate, except in the case of manifest error shall for billing purposes have the same force and effect as a true meter reading; and

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- (f) Boralex LP will advise BC Hydro by letter before the beginning of each year of the time and dates which Boralex LP will read its meter. BC Hydro may have a representative present at any reading of the meter.

**BORALEX LP'S EQUIPMENT**

- 7. Boralex LP will supply electricity to the point of delivery through suitable plant and equipment in accordance with good electric utility standards.

**INTERRUPTING CAPACITY AND RELAY SETTINGS**

- 8.
  - (a) BC Hydro shall at all times be responsible for maintaining, testing and setting all protective devices for BC Hydro's electrical system;
  - (b) Boralex LP shall provide to BC Hydro connections to Boralex LP's potential transformers, current transformers and neutral current transformers to enable BC Hydro to provide protection to its electrical plant and equipment at a level used by BC Hydro in its present operation;
  - (c) Boralex LP further agrees to provide information on Boralex LP's generation and electrical plant to enable BC Hydro to apply appropriate settings to its protective relays;
  - (d) Boralex LP agrees to provide a reclosure or circuit breaker having an interrupting capacity not less than the fault duty imposed on it by BC Hydro's system; and
  - (e) Boralex LP further agrees to provide remote closing and tripping facilities to this circuit breaker or reclosure to BC Hydro.

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**OPERATIONAL COSTS**

9. After inception of delivery of energy by Boralex LP to BC Hydro, each party shall be responsible for operating and maintaining their respective equipment except as outlined in (a) below:

- (a) BC Hydro employees shall be allowed to operate Boralex LP's intertie reclosure or circuit breaker to separate or energize the BC Hydro distribution system as operational conditions dictate.

**LAND LEASE**

10. BC Hydro agrees to negotiate a lease to Boralex LP for the nominal sum of ONE (\$1.00) DOLLAR lands owned by BC Hydro for the purpose of constructing a substation and transmission line to the point of delivery. Such lease shall be granted over any property needed therefor, and shall be of adequate size and shall be located in such area as is mutually agreed. The said lease shall be granted for so long as Boralex LP supplies electricity to BC Hydro. Boralex LP shall bear the cost of any property taxes assessed with respect to the property leased to Boralex LP.

**REMOVAL OF EQUIPMENT**

11. Upon termination of this tariff, each party may remove at its own discretion and shall remove within 90 days of receipt of a written request by the other party all its plant and equipment from the other's lands and premises and for such purposes each party may at all reasonable times enter upon the lands and premises of the other party.

**DAMAGE TO PROPERTY OR APPARATUS**

12. Boralex LP and BC Hydro are each responsible for plant or equipment installed on its land or premises by the other in accordance with this tariff but shall not be liable for damage thereto from a cause beyond its control.

**EQUIPMENT FAILURE**

13. Boralex LP will maintain its equipment in accordance with good utility standards. If equipment fails Boralex LP will proceed expeditiously to repair or replace that piece of equipment.

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**DISCONTINUANCE OF SUPPLY**

14. (a) Boralex LP may without notice discontinue or curtail the supply to BC Hydro of electricity under this tariff for the purpose of safeguarding life or property. Boralex LP shall whenever practical give to BC Hydro reasonable notice of such discontinuation;
- (b) Boralex LP shall have the right to discontinue the supply of electricity for the purpose of performing maintenance, making repairs, renewals or replacements to the plant or equipment of Boralex LP and such discontinuation shall be arranged whenever possible to occur at a time least objectionable to BC Hydro and shall be of the shortest practical duration. Boralex LP shall, where practical, give BC Hydro reasonable notice of such discontinuation. Such notice shall not be subject to Clause 19 and may be given to BC Hydro in any way which in the circumstances is practical; and
- (c) Boralex LP shall not be liable for any loss, injury or damage caused by or arising out of the discontinuance by it of the supply of electricity to BC Hydro for any of the purposes aforesaid in this Clause 14 or for the failure to give any notice in accordance with this Clause.

**INTERFERENCE**

15. BC Hydro will operate the Bella Bella distribution system and accept new loads in the same manner as BC Hydro would if it operated the system using the BC Hydro diesel plant.

**POWER FACTOR**

16. (a) BC Hydro shall maintain the average power factor at the point of delivery at not less than 85% lagging or 95% leading; and
- (b) BC Hydro shall without undue delay adjust its system or its manner of operating the said system so as to achieve the power factor required under this tariff and if Boralex LP deems that there is undue delay in achieving the said power factor it may so notify BC Hydro and thereupon without restricting any other rights of

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Borex LP under this tariff will charge a penalty of 10% of each monthly bill in which the power factor falls below that limit imposed.

**LIABILITY**

17. Borex LP will endeavour to provide a regular and uninterrupted supply of electricity but shall not be liable for any loss, injury, damage or expense caused by or resulting from any interruption, termination, failure or defect in the supply of electricity which Borex LP can demonstrate was a result of force majeure as defined herein.

“Force majeure” is defined as: fire, explosion, flood, tempest, or act of God, sabotage or acts of the Queen’s enemies of such nature as to force Borex LP to terminate, suspend or curtail the supply of electricity to BC Hydro.

Without limiting any other rights or remedies BC Hydro may have, in the event that an interruption, termination, failure or defect in the supply of electricity cannot be demonstrated by Borex LP to be a result of force majeure then Borex LP shall bear the differential costs as defined herein reasonably incurred by BC Hydro to supplement and/or substitute for the loss in supply of electricity by Borex LP.

The differential costs are defined as those additional costs attributable to operating and manning the BC Hydro Shearwater Diesel Plant during times of power interruptions which would be over and above the costs of operating the BC Hydro Shearwater Diesel Plant in standby mode.

**RIGHTS AND REMEDIES**

18. No failure by Borex LP or BC Hydro at any time or from time to time to enforce or require a strict observance and performance of any of the terms or conditions of this tariff shall constitute a waiver of such terms and conditions or affect or impair such terms or conditions or the right of Borex LP or BC Hydro at any time to enforce such terms or conditions or to avail itself of any remedy it may have for any breach or breaches thereof. The exercise by BC Hydro or Borex LP of any remedy provided in this tariff shall not prevent or stop BC Hydro or Borex LP respectively from pursuing any other remedy it may have and all the respective rights and remedies of BC Hydro and Borex LP may be exercised and continued concurrently or separately.

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**NOTICE**

19. Any notice required to be given to Boralex LP under this tariff shall be written and shall be well and sufficiently given if mailed by registered mail or hand delivered to an officer of Boralex LP addressed as follows:

Boralex Ocean Falls Limited Partnership  
36, rue Lajeunesse  
Kingsey Falls, QC J0A 1B0

and any notice required to be given to BC Hydro shall be written and shall be well and sufficiently given if mailed by registered mail as follows:

British Columbia Hydro and Power Authority  
333 Dunsmuir Street  
Vancouver, BC V6B 5R3

and any notice shall be deemed to have been given when delivered or, if mailed, on the third business day following the date of mailing.

**ASSIGNMENT**

20. Neither this tariff nor any rights hereunder shall be assigned by BC Hydro without the consent in writing of Boralex LP nor by Boralex LP without the consent in writing of BC Hydro.

21. Wherever the singular is used in this tariff the same shall be deemed to include the plural.

**MARGINAL REFERENCES**

22. The headings and marginal references in this tariff are inserted for convenience of reference only and not as an aid to construction.

23. In this tariff any reference to revenue, rate, minimum guarantee or payment for electricity shall be considered as exclusive of sales tax. Boralex LP shall bear the cost for all taxes associated with the generating and/or delivery of power to BC Hydro. BC Hydro shall bear the costs of any taxes associated with the purchase of power by BC Hydro.

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**SUCCESSORS AND ASSIGNS**

24. This tariff shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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