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January 28, 2025

Board of Commissioners of Public Utilities Prince Charles Building 120 Torbay Road, P.O. Box 21040 St. John's, NL A1A 5B2

Attention: Jo-Anne Galarneau

Executive Director and Board Secretary

Re: Application for the Interconnection and Integration of the Puffin Wind Inc. Renewable Energy Project

Please find enclosed Newfoundland and Labrador Hydro's ("Hydro") application for interconnection and integration of the Puffin Wind Inc. ("Puffin") renewable energy project.

The estimated capital cost of the project is \$1,278,000 and is to be fully contributed by Puffin, an independent power producer from which Hydro purchases energy for the benefit of its customers in Ramea.

Should you have any questions, please contact the undersigned.

Yours truly,

NEWFOUNDLAND AND LABRADOR HYDRO

Shirley A. Walsh Senior Legal Counsel, Regulatory SAW/rr

Encl.

ecc:

Board of Commissioners of Public Utilities Jacqui H. Glynn

Board General

Island Industrial Customer Group

Paul L. Coxworthy, Stewart McKelvey Denis J. Fleming, Cox & Palmer Glen G. Seaborn, Poole Althouse Labrador Interconnected Group

Senwung F. Luk, Olthuis Kleer Townshend LLP Nicholas E. Kennedy, Olthuis Kleer Townshend LLP

Consumer Advocate

Dennis M. Browne, KC, Browne Fitzgerald Morgan & Avis Stephen F. Fitzgerald, KC, Browne Fitzgerald Morgan & Avis Sarah G. Fitzgerald, Browne Fitzgerald Morgan & Avis Bernice Bailey, Browne Fitzgerald Morgan & Avis Newfoundland Power Inc. Dominic J. Foley Regulatory Email

Interconnection and Integration of the Puffin Wind Inc. Renewable Energy Project

Ramea

January 28, 2025

An application to the Board of Commissioners of Public Utilities



IN THE MATTER OF the *Electrical Power Control Act, 1994*, SNL 1994, Chapter E-5.1 (*"EPCA"*) and the *Public Utilities Act*, RSNL 1990, Chapter P-47 (*"Act"*), and regulations thereunder; and

IN THE MATTER OF an application by Newfoundland and Labrador Hydro ("Hydro") for an Order approving the acquisition and installation of equipment for the interconnection and integration of the Puffin Wind Inc. ("Puffin") renewable energy project, and the charge to Puffin for the related capital costs, pursuant to Section 41 of the *Act*.

To: The Board of Commissioners of Public Utilities ("Board")

THE APPLICATION OF HYDRO STATES THAT:

A. Background

1. Hydro is a corporation continued and existing under the *Hydro Corporation Act, 2024*, is a public utility within the meaning of the *Act*, and is subject to the provisions of the *EPCA*.

B. Application

- 2. Hydro owns and operates 24 diesel generating stations, 19 of which are prime power stations, 1 serving a total of approximately 4,400 customers. One of these diesel generating stations is located in Ramea on the south coast of the island of Newfoundland.
- 3. Hydro purchases energy from an independent power producer in Ramea, Frontier Power Systems Inc. ("Frontier"), which supplies power from six wind turbines, with a total of 390 kW of wind power. Hydro commenced purchasing energy in this community from Frontier in 2004.
- 4. Frontier, through its successor company, Puffin intends to improve and expand the renewable energy system in Ramea by proceeding with an expansion and upgrade project that will provide

¹ Prime power stations are not interconnected to the grid and rely on the power supplied by the diesel generation units for capacity and energy.

a total of approximately 900 kW of wind power and 1,000 kW of battery energy storage. This project includes an upgrade to Frontier's existing turbines from 65 kW to 100 kW per turbine, as well as the purchase from Hydro of the three 100 kW wind turbines that formed part of Hydro's Wind-Hydrogen Diesel System.² The Board approved the sale of those wind assets ("Northwind Site") in 2024.³ Puffin's project will produce lower cost energy that will be sold to Hydro, pursuant to a Power Purchase Agreement ("PPA"), for the benefit of Hydro's customers. The PPA is included with this application as Attachment 1 to Schedule 1.

- 5. To be able to integrate the increased renewable energy into the Ramea electrical system and Hydro's diesel generating station, Hydro must upgrade the electrical interconnection and communication link between Hydro's diesel generating station and Puffin's Northwind and Frontier Sites. It will also integrate the two renewable energy sites with the control system at the diesel generating station. The project will allow for increased wind penetration in Ramea, thus reducing the amount of fuel consumed at the diesel generating station by displacing it with renewable energy. Further information regarding the justification of this work is provided in the report attached to this application as Schedule 1.
- 6. The estimated capital cost for this project is \$1,278,000 and it is expected to be completed in 2027. As per section A.1.1 of Schedule A to the PPA, included as Attachment 1 to Schedule 1 to this application, Puffin will be paying all costs associated with the project. Hydro's estimate to Puffin, including HST on the capital cost, of \$1,469,700 is provided in Attachment 2 to Schedule 1. Puffin has also agreed that the ongoing costs associated with the operation and maintenance of the interconnection, and related sustaining capital, will be Puffin's responsibility.

C. Newfoundland and Labrador Hydro's Request

7. Hydro requests that the Board make an Order approving Hydro's acquisition and installation of upgrades to the diesel station and distribution system to facilitate and accommodate the updated renewable energy system in Ramea that will provide additional purchased, renewable energy to Hydro's Ramea isolated electrical system.

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² The construction of the Wind-Hydrogen Diesel System was approved by the Board 2007 in Board Order No. P.U. 31(2007).

³ Board Order No. P.U. 30(2024).

8. Hydro requests that the Board make an Order approving the charge to Puffin of an estimated \$1,278,000 plus HST of approximately \$191,700 for a total estimated charge of \$1,469,700 as supported by Puffin's commitment within the PPA and the Quote Acceptance Letter.

D. Communications

9. Communications with respect to this application should be forwarded to Shirley A. Walsh, Senior Legal Counsel, Regulatory for Hydro.

DATED at St. John's in the province of Newfoundland and Labrador on this 28th day of January 2025.

NEWFOUNDLAND AND LABRADOR HYDRO

Shirley A. Walsh

Counsel for the Applicant

Newfoundland and Labrador Hydro

500 Columbus Drive, P.O. Box 12400

St. John's, NL A1B 4K7

Telephone: (709) 685-4973

Schedule 1

Interconnection and Integration of the Puffin Wind Inc.
Renewable Energy Project
Ramea



1 Interconnection and Integration of the Puffin Wind Inc.

2 Renewable Energy Project

3 Location: Ramea

4 Investment Classification: Access

5 **Asset Category:** Generation

6 Executive Summary

- 7 Newfoundland and Labrador Hydro ("Hydro") has been purchasing power from Frontier Power Systems
- 8 Inc. ("Frontier") in Ramea since 2004 as part of a Power Purchase Agreement ("PPA"). Frontier is
- 9 transitioning to its successor company, Puffin Wind Inc. ("Puffin"), and is working to expand and
- 10 upgrade the renewable energy system in Ramea. This proposed expansion project includes the
- 11 following:

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- The purchase and refurbishment of Hydro's three Northwind 100 wind turbines, collectively referred to as the "Northwind Site;"¹
- The installation of a battery energy storage system ("BESS") to operate in conjunction with the wind turbines and diesel plant; and
 - Upgrades to the six existing wind turbines, historically operated by Frontier, at the "Frontier Site."
- 18 In March 2022, Hydro, Puffin, and Frontier entered into an agreement regarding the transition to a new
- 19 20-year PPA between Hydro and Puffin, to come into effect upon project completion and asset
- 20 ownership by Puffin ("Puffin PPA").² To facilitate the interconnection of the updated renewable energy
- 21 system in Ramea, upgrades to Hydro's distribution system and diesel generating station are necessary.
- 22 This project is at the request of Puffin, which will be covering all costs associated with the project, as
- 23 well the ongoing costs associated with the operation and maintenance of the interconnection and
- related sustaining capital. This project has a multi-year approach, with completion planned in 2027 at an

² The Puffin PPA is provided as Attachment 1.



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¹ Hydro applied for approval to sell the wind assets located at the Northwind Site to Frontier or its related successor company. The Board of Commissioners of Public Utilities ("Board") approved Hydro's application on December 16, 2024, in Board Order No. P.U. 30(2024).

Schedule 1: Interconnection and Integration of the Puffin Wind Inc. Renewable Energy Project – Ramea

- estimated cost of \$1,278,000. It is recommended this project be undertaken in order to allow fulfillment
- 2 of the obligations contained within the Puffin PPA and to reduce the cost of energy production in
- 3 Ramea.



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Attachment 2: Quote Acceptance Letter



1.0 Introduction

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- 2 The Ramea isolated electrical system supplies electricity to approximately 312³ customers in the
- 3 community of Ramea. It consists of approximately seven kilometers ("km") of distribution feeders, a 2.4
- 4 megawatt ("MW")⁴ diesel plant, and two wind farms; the Northwind Site, and the Frontier Site. To
- 5 facilitate the interconnection of the Puffin-owned updated renewable energy system, upgrades to
- 6 Hydro's distribution system and diesel generation system are required.

7 2.0 Background

- 8 Frontier was the first company to establish a wind farm in Ramea and Hydro has been purchasing power
- 9 from them since 2004. The Frontier Site has a capacity of 390 kW with six 65 kW turbines.
- 10 In 2007, the Board approved the construction of a Wind-Hydrogen Diesel System on the Town of
- 11 Ramea's isolated diesel system as a research and development project, ("Wind-Hydrogen Diesel
- 12 Project"). The Hydrogen portions of the Wind-Hydrogen Diesel Project were approved for de-
- commissioning and removal by the Board in 2023.⁶ The wind assets at the Northwind Site, which have
- not operated since 2019, were approved for sale to Frontier or its successor company in 2024.⁷
- 15 Puffin's proposed renewable energy system project involved the purchase of the Hydro-owned
- Northwind Site, which included three 100 kW turbines, and installation of a BESS that will provide
- 17 approximately 1,000 kW of battery energy storage. In addition, Puffin will upgrade Frontier's existing
- turbines from 65 kW to 100 kW per turbine. In total, the project will provide approximately 900 kW of
- 19 wind power, and 1,000 kW of battery energy storage.
- 20 In March 2022, Hydro, Puffin, and Frontier entered into an agreement regarding the transition to a new
- 21 20-year PPA between Hydro and Puffin, to come into effect upon completion of the project and asset
- ownership by Puffin. The Puffin PPA will allow Hydro to offset the use of diesel fuel and to purchase
- 23 energy from Puffin at 90% of the average cost of diesel fuel needed to operate the Ramea Diesel Plant.

⁷ Board Order No. P.U. 30(2024).



³ As of December 2024.

⁴ The Ramea Diesel Plant currently consists of one 545 kilowatt ("kW") unit and two 925 kW units.

⁵ Board Order No. P.U. 31(2007).

⁶ Board Order No. P.U. 10(2023).

3.0 Justification

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- 2 The project will increase the capacity of the renewable energy system through upgrading the existing
- 3 Frontier Site wind turbines with larger units, installation of a BESS, and purchase of the Northwind Site
- 4 wind turbines. Upgrades at the point of interconnection ("POI"), as well as upgrades of the distribution
- 5 system, diesel plant, and communication equipment are necessary to enable the purchase and supply of
- 6 energy generated through the project.
- 7 This project will upgrade the electrical interconnection and communication link between Hydro's diesel
- 8 generating station in Ramea, and the Northwind Site POI and Frontier Sites owned by Puffin. It will also
- 9 integrate the two renewable energy sites with the control system at the diesel generating station. The
- 10 objective of this project is to allow increased wind generation, decreasing fuel consumption at the diesel
- 11 generating station to the benefit of customers in Ramea.
- 12 This project is being completed at Puffin's request, and is fully contributed. The proposed work scope is
- 13 necessary to meet the terms of the agreement and to provide least-cost service to customers. Hydro has
- 14 entered into an agreement with Puffin for the purchase of energy from Puffin's renewable energy
- 15 systems through a PPA. Completion of the distribution and diesel generating station upgrades are
- 16 recommended under the conditions of the signed PPA.

17 4.0 Identification of Alternatives

- 18 There are no alternatives for this project, as it is required for safe and reliable operation of the two
- renewable energy sites in Ramea, and is proposed to fulfill the terms of the PPA between Hydro and
- 20 Puffin.

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5.0 Scope of Work

- The two renewable energy sites in Ramea are connected to the distribution system; however, these
- 23 interconnections must be upgraded.



- 1 The required upgrades to the Northwind Site includes the following:
- Protection upgrades to the switchgear that connects the Northwind Site to the diesel plant;
- Diesel plant control system upgrades;
- Installation of revenue grade current transformers and a revenue meter;
- Installation of a fence to separate the Northwind Site from the diesel plant yard; and
- Replacement of the existing 4.16 kV power cables between the Northwind Site and the diesel
 plant.
- 8 The required upgrades at the Frontier Site includes the following:
 - Installation of a communication fiber link from the diesel plant to the site POI; and
- Installation of a recloser, revenue meter, and metering tank at the Frontier Site POI.

11 6.0 Project Budget

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- 12 The estimate for this project is shown in Table 1. Puffin has agreed to this project estimate as indicated
- in the quote acceptance letter included as Attachment 2.

Table 1: Project Estimate (\$000)8

Project Cost	2025	2026	Beyond	Total
Material Supply	0.0	230.7	0.0	230.7
Labour	130.3	319.5	25.7	475.5
Consultant	29.5	6.6	0.0	36.1
Contract Work	106.0	112.4	0.0	218.4
Other Direct Costs	20.0	63.2	0.0	83.2
Interest and Escalation	13.1	50.7	2.5	66.3
Contingency	45.3	118.6	3.8	167.7
Total	344.2	901.8	32.0	1,278.0

⁸ Numbers may not add due to rounding.



1 6.1 Project Schedule

- 2 This project is expected to start in the first quarter of 2025 and conclude in the third quarter of 2027, as
- 3 shown in Table 2.

Table 2: Project Schedule

Activity	Start Date	End Date		
Planning:				
Open job, develop project scope statement and	March 2025	April 2025		
baseline schedule.				
Design:				
Prepare Civil detailed design.	March 2025	June 2025		
Prepare T&D, Electrical, P&C, and Communications	March 2025	June 2026		
detailed designs.				
Procurement:				
Procure Materials.	March 2025	June 2026		
Construction:				
Civil construction. Install fence around independent	September 2025	October 2025		
power producers ("IPP") assets.				
T&D, Electrical, Communications construction.	June 2026	July 2026		
Install POI equipment, replace cable from box				
structure to diesel plan, and install communications				
equipment including fiber.				
P&C Construction.	July 2026	September 2026		
Commissioning:				
Integrated commissioning with IPP.	September 2026	September 2027		
Closeout:				
Complete closeout documentation.	September 2027	September 2027		

4 7.0 Conclusion

- 5 Hydro recommends proceeding with this project to upgrade the electrical interconnection and diesel
- 6 plant control system, and establish a communication link between Hydro's diesel plant to the POI at the
- 7 Frontier Site. This project will fulfill Hydro's obligations defined in the established PPA with Puffin, and
- 8 will reduce the cost of service in Ramea. The cost of this project will be fully recovered from Puffin.



Attachment 1

Puffin Wind Inc. and Frontier Power Systems Inc. Agreement for the Purchase and Sale of Energy



AGREEMENT FOR THE PURCHASE AND SALE OF ENERGY

THIS AGREEMENT made at St. John's, in the Province of Newfoundland and Labrador on the 18 day of March, 2022 (the "Agreement").

BETWEEN:

NEWFOUNDLAND AND LABRADOR HYDRO, a corporation and agent of the Crown constituted by statute, renamed and continued by the *Hydro Corporation Act*, 2007 Chapter H-17 of the 2007 Statutes of Newfoundland and Labrador and having its head office at St. John's, in the Province of Newfoundland and Labrador, (hereinafter referred to as "Hydro") of the first part;

AND

<u>PUFFIN WIND INC.</u>, a body corporate formed under the laws of Canada (hereinafter referred to as the "Generator"), of the second part;

AND

FRONTIER POWER SYSTEMS INC., a body corporate formed under the laws of Canada, and extra-provincially registered under the laws of the Province of Newfoundland and Labrador (hereinafter referred to as "Frontier") of the third part.

WHEREAS the Generator is in commercial discussions with Hydro to purchase the three (3) Northwind 100 wind turbines and certain other equipment associated with Hydro's wind power generation facility in Ramea;

AND WHEREAS the Generator proposes to install a battery energy storage system to operate in conjunction with the Northwind 100 wind turbines, collectively referred to as the "Northwind Site" and more particularly described in Schedule C attached hereto;

AND WHEREAS the Generator is working with Frontier to take ownership of and upgrade the wind farm in Ramea currently owned by Frontier, collectively referred to as the "Frontier Site" and more particularly described in Schedule D attached hereto;

AND WHEREAS Hydro and Frontier desire to continue the existing agreement for the purchase and sale of energy dated as of October 9th, 2003 ("Frontier Agreement") until the date upon which certain activities occur as described further herein;

AND WHEREAS Hydro and the Generator desire to enter into this Agreement to provide for the purchase by Hydro from the Generator of energy from the facilities installed at the Northwind Site and the Frontier Site:

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties agree as follows:

ARTICLE 1 INTERPRETATION AND TERM OF THE AGREEMENT

- 1.01 In this agreement, unless the context otherwise requires,
 - a) "Agreement" means this Agreement for the Purchase and Sale of Energy, as amended, supplemented or modified from time to time in accordance with the provisions hereof;
 - "Commercial In-Service Date" is that date which follows the day upon which all features and equipment of the Generator's Facilities in Schedules C and D are demonstrated to Hydro's satisfaction to be capable of operating simultaneously to deliver Power and Energy continuously into Hydro's isolated diesel system in Ramea;
 - c) "Electricity" includes Power and Energy;
 - d) "Energy" means the amount of electricity generated and delivered during a given period of time and measured in kilowatt-hours ("kWh");
 - e) "Facilities" means all the Generator's generating units, transmission plant and associated equipment located in Ramea and as described in Schedule C and Schedule D and connecting with Hydro's isolated diesel system in Ramea used to provide Power and Energy pursuant to this Agreement;
 - f) "Frontier Point of Delivery" means the jumper connection joining the load side of the Generator's group operated disconnect switch to Hydro's facilities, specifically the three (3) phase 4.16 kV primary distribution lines which are dead ended on the same structure as the Generator's group operated disconnect switch.
 - "Good Utility Practice" means those practices, methods or acts (including but not limited to the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry in Canada) that at a particular time, in the exercise of reasonable judgment, would be expected to accomplish the desired result in a manner which is consistent with laws and regulations and due concerns for reliability, safety, environmental protection, economy and expedition;
 - h) "Harmonized Sales Tax" or "HST" means all amounts exigible pursuant to Part IX of the Excise Tax Act (Canada), including, for greater certainty, the taxes commonly referred to as the goods and services tax ("GST") and the harmonized sales tax;

- i) "Month" means a calendar month;
- j) "Northwind Point of Delivery" means the connection joining the load side of the Generator's Northwind Site to Hydro's system, to be more specifically described in the Operating Agreement;
- k) "Power" means the amount of electrical power generated and delivered at any time and is measured in kilowatts ("kW");
- "Points of Delivery" means collectively the Northwind Point of Delivery and the Frontier Point of Delivery;
- m) "Province" means the Province of Newfoundland and Labrador;
- n) "Site" means the location of the Facilities and includes all land owned or leased, or to which the Generator holds an easement, for the purposes of the Facilities and connected with the objects of this Agreement;
- o) "Term" means that period that commences on the Commercial In-Service Date and continues for a period twenty (20) years unless otherwise terminated as per Article 3 of this Agreement;
- p) "Operating Agreement" is a separate agreement between Hydro and the Generator that will be developed during the detailed design of the Generator's Facilities and will outline the conditions under which the Generator's Facilities can operate interconnected to Hydro's Ramea diesel system.
- 1.02 In this Agreement all references to dollar amounts and all references to any other money amounts are, unless specifically otherwise provided, expressed in terms of coin or currency of Canada which at the time of payment or determination shall be legal tender herein for the payment of public and private debts.
- 1.03 Words in this Agreement importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders.
- 1.04 Where a word is defined anywhere in this Agreement, other parts of speech and tenses of the same word have corresponding meanings.
- 1.05 Wherever in this Agreement a number of days are prescribed for any purpose, the days shall be reckoned exclusively of the first and inclusively of the last.
- 1.06 The headings of all the Articles are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

- 1.07 Any reference in this Agreement to an Article, a Clause, a sub-Clause or a paragraph shall, unless the context otherwise specifically requires, be taken as a reference to an Article, a Clause, a sub-Clause or a paragraph of this Agreement.
- 1.08 This Agreement may be executed in two or more counterparts, each of which when so executed shall be deemed to be an original, but all of such counterparts together shall constitute one and the same instrument. Signatures delivered by facsimile or electronic mail shall be deemed for all purposes to be original counterparts of this Agreement.
- 1.09 This Agreement shall become binding upon execution and, subject to the early termination provisions contained herein, shall remain in effect for the duration of the Term.

ARTICLE 2 CONDITIONS FOR THE DELIVERY OF ELECTRICITY

- 2.01 The terms and conditions detailed in Schedule A, Schedule B, Schedule C, and Schedule D, which schedules form a part of this Agreement, shall apply to the delivery of Electricity.
- 2.02 Should there be any greenhouse gas or similar emission credits or other negotiable rights or interests arising from environmental attributes of either the ownership or the operation of the Generator's Facilities, they shall be vested in Hydro to be assigned, traded, retained or otherwise dealt with in any manner as Hydro may in its sole discretion determine.
- 2.03 Hydro acknowledges that the installation of the Generator's Facilities on the Ramea system may provide other benefits that may create cost savings or additional revenue to Hydro that both Parties may wish to acknowledge once the benefits and cost savings become evident. These benefits may include reduced diesel plant operating time, which may in turn extend diesel plant life. As energy storage technology progresses, it is possible that there may be more cost effective designs of the diesel plant. The battery energy storage system may also provide quantifiable capacity or VAR support. There may also be the potential for thermal energy to be sold by Generator to Hydro if the quantity and cost effectiveness can be demonstrated. Hydro commits to reviewing any evidence of these benefits every five years from the Commercial In-service Date and sharing its review with the Generator.

ARTICLE 3 TERM OF AGREEMENT

- 3.01 Except as otherwise provided herein, this Agreement shall continue in force for a period of twenty (20) years commencing on the Commercial In-Service Date, and thereafter shall continue in force for an indefinite term; provided that either party may:
 - (a) provide one (1) year written notice to the other party to terminate this Agreement during its original twenty (20) year term, provided a minimum period of nine (9) years from the Commercial In-Service Date has passed; or
 - (b) provide (1) month written notice to the other party to terminate this Agreement after its original twenty (20) year term.
- 3.02 Subject to Articles 4, 5 and 6, Hydro will purchase from the Generator, commencing on the Commercial In-Service Date, Electricity delivered to the Points of Delivery.

ARTICLE 4 AVAILABILITY OF ELECTRICITY

- 4.01 Subject to the provisions of this Agreement, the Generator shall sell Electricity exclusively to Hydro, and Hydro agrees to purchase all Electricity delivered to the Points of Delivery; provided that Hydro has sufficient load to absorb the Electricity, subject to Clause 4.02.
- 4.02 The Generator shall put in place the appropriate controls and mechanisms to ensure that the Power produced from the Generator's Facilities does not cause the total output from Hydro's Ramea diesel generating plant to fall below thirty (30) percent of the prime power rating of the smallest generating unit in service in the Ramea diesel generating plant, unless all generating units are turned off and the system is operating under control of the battery energy storage system, as defined in the Operating Agreement.
- 4.03 If Hydro wishes to change the installed capacity in the Ramea diesel generating plant, it shall do so at its sole and unfettered discretion. At such time, the Generator will be required to update its control system as appropriate.
- 4.04 Subject to the provisions of this Agreement, Hydro shall sell Electricity to the Generator only at such times that Electricity is not being delivered to Hydro. The Generator shall design its system to ensure that the battery energy storage system is only charged from the Generator's Facility unless express permission is provided by Hydro.

ARTICLE 5 DELIVERY OF ELECTRICITY AND METERING

- 5.01 Electricity shall be at a nominal frequency of sixty (60) hertz and at a nominal voltage as outlined in Schedule C and Schedule D attached hereto. The maintenance of the nominal voltage at the Points of Delivery shall constitute the supply of Electricity.
- 5.02 The metering plant to be used under this Agreement shall be furnished and installed by Hydro, at the Generator's expense, in a suitable place to be provided by the Generator at the Site and shall be furnished and installed in such a manner as to register accurately the total amount of Electricity delivered to Hydro to determine the amount of Electricity to be purchased by Hydro.
- 5.03 The metering equipment to be purchased and installed by Hydro pursuant to Clause 5.02 shall be of a type approved for revenue metering by Measurement Canada, a department of the Government of Canada.
- 5.04 Where practical, the metering equipment required under Clause 5.02 will be installed at the Points of Delivery. Where necessary, adjustments will be made to all meter readings to account for transformer, transmission and distribution line losses between the metering points and the Points of Delivery.
- 5.05 Authorized employees of Hydro and officials acting on behalf of the appropriate department of the Government of Canada shall have the right of access to all meters at all reasonable times, for the purpose of reading, inspecting, testing, repairing or replacing the metering equipment installed pursuant to Clause 5.02. However, the said authorized employees shall not interfere with the operations of the Generator except to the extent such interference is required as a result of the work being performed, in which case, such interference shall be kept to the minimum amount of time necessary, all in accordance with Good Utility Practice.

ARTICLE 6 BILLINGS, RATES AND CHARGES

- 6.01 Payment for Electricity made available by the Generator under this Agreement shall be subject to the provisions of Schedules A and B and to the rates outlined therein.
- 6.02 The Generator shall render its accounts monthly and Hydro will, within twenty (20) days after the date of receiving such account, make payment in lawful money of Canada at the appointed office of the Generator or by means of direct deposit into a Canadian bank account of the Generator. Any amounts in arrears or overdue to the Generator after expiration of such twenty (20) days shall bear interest, before and after judgment, at the

- prime rate of the Bank of Nova Scotia plus two percent (2%) annually until such balance is paid.
- 6.03 Payment for Electricity made available by Hydro under this agreement shall be at the Rates, Rules and Regulations regularly applied by Hydro in the community of Ramea at the time of any such sale or sales.
- 6.04 The Generator and Hydro acknowledge that, notwithstanding any other provision of this Agreement, any amounts payable by Hydro to the Generator pursuant to this Agreement exclude HST and include all other Taxes. If the Generator is required to collect from Hydro an amount of HST with respect to the provision of any goods or services supplied pursuant to this Agreement, such amounts shall be identified separately on the invoice. All invoices shall include Generator's HST registration number.

ARTICLE 7 INSURANCE

- 7.01 The Generator shall at its own expense acquire and maintain, during the original twenty (20) year term of this Agreement or in the absence of its termination any time thereafter, Comprehensive General Liability Insurance of not less than three million dollars (\$3,000,000.00) inclusive for any one (1) accident or occurrence (the Policy).
- 7.02 Prior to supplying Hydro with Electricity, the Generator shall provide Hydro a certificate of insurance that shall be updated annually.
- 7.03 The Policy shall have Hydro as additional named insureds and shall contain a cross liability clause.
- 7.04 The Policy shall not be cancelled, reduced, restricted, terminated or changed in any way or allowed to lapse without at least thirty (30) days written notice to Hydro, sent by prepaid registered mail to the head office of Hydro. In the event the Policy is cancelled, revised, restricted, terminated, changed or lapses the Generator shall immediately replace the Policy.
- 7.05 In the event that Comprehensive General Liability Insurance is not effected to the satisfaction of Hydro, Hydro may effect such insurance as described in this Article 7 and pay the premium in respect thereof. In such a case, Hydro may set off the payment of any such premium against any amounts owed by Hydro to the Generator pursuant to this Agreement. Any action in this respect shall in no way change or reduce the Generator's responsibilities and liabilities under this Agreement.

ARTICLE 8 SAFETY

8.01 The Generator and Hydro actively encourage the use of the best safety practices in the construction and operation of their respective facilities. Both parties shall ensure that all applicable safety laws and regulations are adhered to with respect to the facilities and the associated operations throughout the Term hereof. In addition to requirements elsewhere for operation of the Generators Facilities, Generator acknowledges that for construction activities Hydro endorses the Certificate of Recognition Safety Program of the Newfoundland and Labrador Construction Safety Association (NLCSA). Accordingly, Generator agrees to ensure that, prior to the commencement of construction activities at the Site, the general contractor and all subcontractors obtain and deliver proof of a valid Certificate of Recognition from the NLCSA or similar accreditation/ safety program acceptable to Hydro. Where Generator performs construction activities itself it shall be considered a contractor for the purposes of this Clause.

ARTICLE 9 ENVIRONMENT

- 9.01 Hydro, through its environmental policy, commits to compliance with legal and other requirements, to prevention of pollution, and to continual improvement.
- 9.02 Generator shall ensure protection of the environment at the Facilities, and, Generator and its contractors must be aware of potential environmental impacts during construction and operation of the Facilities. Generator shall ensure that its employees, agents, and contractors and their employees and agents comply with all applicable environmental laws, regulations, permits and requirements of federal, provincial and municipal authorities and, on a best effort basis, Generator shall ensure that its contractors comply with Hydro's aforementioned environmental policy (which is available at the website: https://www.nlhydro.com/environment/environmental-policy/).
- 9.03 Generator shall provide Hydro with copies of environmental permits, approvals and monitoring studies prior to commencement of the relevant work.

ARTICLE 10 ARBITRATION

10.01 Any dispute or differences between the parties hereto concerning this Agreement which cannot be resolved or settled by the said parties shall be settled by final and binding arbitration in the City of St. John's, Newfoundland, at the request of either party pursuant to the provisions of the *Arbitration Act* (Newfoundland and Labrador), subject to the specific terms hereof.

- 10.02 The party desiring arbitration shall notify the other party of its intention to submit any dispute(s) or difference(s) to arbitration as well as a brief description of the matter(s) to be submitted for arbitration.
- 10.03 Should the parties fail to agree on a single arbitrator to settle the relevant dispute(s) or difference(s) within fifteen (15) days of delivery of the aforesaid notice, then each such party shall within thirty (30) days thereafter nominate an arbitrator having expertise with respect to the subject matter(s) under dispute (failing which nomination by a party, the arbitrator nominated by the other party may proceed to determine the dispute alone as he or she shall deem fit) and the two (2) arbitrators so selected shall select a chairperson of the arbitral tribunal of similar expertise to act jointly with them.
- 10.04 If said arbitrators shall be unable to agree in the selection of such chairman within thirty (30) days of the expiry of the aforesaid thirty (30) day arbitrator nomination period, the chairman shall be selected as contemplated in the *Arbitration Act* (Newfoundland and Labrador).
- 10.05 The costs of the arbitration shall be borne by the parties hereto as may be specified in the determination of the arbitrator(s). The arbitrator(s) shall further be authorized to retain such legal counsel and other professional advisors to provide any advice to the arbitrator(s) as the arbitrator(s) deem appropriate.
- 10.06 The decision of the single arbitrator or any two (2) of the three (3) arbitrators, as the case may be, shall be non-appealable, final and binding with respect to the issue(s) in dispute.

ARTICLE 11 PREVIOUS AGREEMENTS

- 11.01 This Agreement contains all the terms and conditions agreed on by the parties and no other previous Agreements, written or verbal, respecting the subject matter of this Agreement shall be deemed to exist, or to bind either party, unless otherwise noted herein.
- 11.02 Hydro and Frontier agree that the Frontier Agreement shall continue under the existing terms and conditions until Frontier or the Generator commence construction activities on the Northwind Site or the Frontier Site that impact the delivery of Electricity to Hydro, as determined by Hydro. The Frontier Agreement will terminate as of that date. Frontier agrees that the execution of this Agreement satisfies the notice requirement in clause 4.01 of the Frontier Agreement.

ARTICLE 12 PERMITS AND LAWS

12.01 The Generator shall obtain and pay for any and all permits, licenses or easements necessary or required for the delivery of Electricity pursuant to this Agreement. The Generator shall comply fully with all laws, regulations and ordinances of the proper public authorities in connection with the performance of its duties under this Agreement.

ARTICLE 13 MODIFICATION OF AGREEMENT

- 13.01 If at any time during the continuance of this Agreement the parties shall deem it necessary or expedient to make any alteration or addition to this Agreement, they may do so by means of a written agreement between them which shall be supplemental to and form part of this Agreement.
- 13.02 Any amendment, change or modification of this Agreement shall be binding upon the parties hereto or either of them only if such amendment, change or modification is in writing and is executed by each of the parties to this Agreement by its duly authorized officers or agents and in accordance with its regulations or by-laws.
- 13.03 Hydro shall have the right to terminate this agreement if the Generator has not completed the interconnection to the Ramea system, and delivered electricity to the Points of Delivery within two (2) years of the execution date of this Agreement.
- 13.04 Hydro agrees to consider reassessing the financial terms of this Agreement in the event that another project in any of Hydro's isolated diesel systems using similar or equivalent technology, receives more favourable commercial terms for their energy than those provided herein.

ARTICLE 14 SUCCESSORS AND ASSIGNS

14.01 This Agreement shall extend to and be binding upon and enure to the benefit of Hydro and of the Generator, and to their respective successors and assigns, provided that the Generator shall not be entitled to assign its entire interest in this Agreement or any portion thereof without the written consent of Hydro.

ARTICLE 15 GOVERNING LAW AND FORUM

15.01 This Agreement shall be governed by and interpreted in accordance with the laws of the Province and the federal laws of Canada applicable therein and, subject to Article 10, every action or other proceeding arising hereunder shall be determined exclusively by a court of competent jurisdiction in the Province, subject to the right of appeal to the Supreme Court of Canada where such appeal lies.

ARTICLE 16 ACCESS TO INFORMATION

16.01 Where under the Province's *Access to Information and Protection of Privacy Act, 2015* it is permitted to maintain the confidentiality of the business terms contained within this Agreement, Hydro shall maintain such confidentiality and shall not release such information to any third party.

ARTICLE 17 NOTICE

- 17.01 Subject to Clauses 17.02 and 17.03, any notice, request or other instrument which is required or permitted to be given, made or served under this Agreement by either of the parties hereto shall be given, made or served in writing and shall be deemed to be properly given, made or served if personally delivered, sent by email, sent by facsimile or mailed by prepaid registered post, addressed, if service is to be made
 - (a) on Hydro, to:

Newfoundland and Labrador Hydro Hydro Place P.O. Box 12400 St. John's, NL A1B 4K7

Attention: Vice President, Chief Legal Officer & Corporate Secretary

Email: MichaelLadha@nlh.nl.ca

(b) on the Generator, to:

Puffin Wind Inc. c/o Frontier Power Systems PO Box 229, 341 Georgetown Road Georgetown, PE COA 1L0

Attention: General Manager

Fax: (902) 853-6800

Email: admin@frontierpowersystems.ca

- 17.02 Any notice, request or other instrument given, made or served as provided in Clause 17.01 shall be deemed to have been received by the party hereto to which it is addressed, if personally served on the date of delivery, or if mailed three (3) days after the time of its being so mailed, or if sent by email or facsimile transmission, one (1) day after the date of sending.
- 17.03 Either of the parties hereto may change the address to which a notice, request or other instrument may be sent to it by giving to the other party to this Agreement notice of such change, and thereafter, every notice, request or other instrument shall be delivered or mailed in the manner prescribed in Clause 17.01 to such party at the new address.

The rest of this page is intentionally left blank.

IN WITNESS WHEREOF Newfoundland and Labrador Hydro, Puffin Wind Inc. and Frontier Power Systems Inc. have each executed this Agreement by causing it to be executed in accordance with its by-laws or regulations and by its duly authorized officers or agents, the day and year first above written.

DULY EXECUTED by

Hydro, in accordance with its Regulations or By-Laws in the presence of:

DULY EXECUTED by

Puffin Wind Inc., in accordance with its Regulations or By-Laws in the presence of:

Witness

DULY EXECUTED by

Frontier Power Systems Inc., in accordance with its Regulations or By-Laws in the presence of:

Witness

Michael Ludha VP, Christ Lugal officer &

Rob Callett VP-15mg, seeing + NLSO

Elizabeth Brothers Business Manager

EBrothers

Business Manager

SCHEDULE A

Terms and Conditions for Delivery of Electricity

ARTICLE A.1 CONDITIONS OF SUPPLY

- A.1.1 The Generator shall arrange for, at its expense, the interconnection between its Facilities and Hydro's facilities. The Generator shall be financially responsible for the necessary modifications of Hydro's facilities to enable Hydro to utilize the delivered Electricity in circumstances and in a manner that provide for the proper protection and safe operation of Hydro's facilities. Hydro shall provide to the Generator an estimate of all costs to be incurred by Hydro to interconnect the Generator and the Generator shall provide advance payment to Hydro for these costs. Upon the completion of the interconnection, an adjustment shall be made so that if the actual cost exceeds the estimate, the difference shall be paid by the Generator to Hydro forthwith, provided that the Generator shall not be required to pay more than fifteen percent (15%) more than the estimated cost. If the actual cost is less than the estimate, the difference shall be reimbursed to the Generator by Hydro.
- A.1.2 The Generator shall assume financial responsibility for all power system components deemed necessary by Hydro on the Generator's side of the Points of Delivery including transformation, switching and auxiliary equipment such as synchronizing and protection equipment.
- A.1.3 It is agreed that Hydro may require the Generator to follow appropriate operating procedures not substantially different from those procedures followed for Hydro's own generators. Operating procedures amongst others will provide for routine switching operations for example, for scheduled maintenance or for emergencies including forced outages and unexpected contingencies as well as a line of communication between Hydro and the Generator. These procedures are to enable Hydro to safely interrupt the flow of Electricity from the Generator. In addition, Hydro has a work protection code that has certain requirements for its contractors and their employees. Depending on system configuration, there may be periods where deliveries of Electricity from the Generator may be prohibited for the purpose of establishing safe work zones on Hydro's system. Hydro will provide the Generator with copies of the operating procedures and its work protection code with all revisions or additions.
- A.1.4 Except for abnormal operating conditions, variations from any nominal frequency or nominal voltage shall not exceed appropriate ranges of tolerable values. The Generator shall be responsible for installing protective equipment to protect its own property and operations from variations in frequency and voltage or from temporary delivery of other than three (3) phase power. In no event shall Hydro be liable to the Generator for any

- loss, damage or injury resulting directly or indirectly from variations in frequency or voltage, or for temporary delivery of other than three (3) phase power.
- A.1.5 The Generator agrees to provide suitable transforming equipment and all other electrical equipment from the Points of Delivery of the Electricity, including electrical equipment Hydro deems necessary from time to time during the continuance of this Agreement, for the safety and security of the operation of Hydro's facilities. All of the said equipment of the Generator shall be subject to the approval of Hydro and shall be installed, maintained and operated in a manner satisfactory to Hydro. Until such approval has been given, Hydro shall not be bound to receive or supply any Electricity under this Agreement or, if receipt or supply has commenced, to continue same.
- A.1.6 The Generator shall operate in such a manner so as not to cause disturbance or fluctuations to Hydro's facilities, or interference with communication systems or control circuits of Hydro or of any third party. The Generator shall take remedial measures at its own expense by way of installing suitable apparatus or otherwise as may be necessary to reduce any disturbance or fluctuations or any interference with the communication systems or control circuits to a tolerable level. In any event, the Generator shall indemnify Hydro from all claims and demands made against Hydro, or its officers, directors, employees or agents, by any third party in consequence of failure of the Generator to perform its obligations under this Clause.
- A.1.7 Where Hydro has installed on its facilities equipment for automatic reclosing of circuit breakers after an interruption of the supply of Electricity, it shall be the obligation of the Generator to provide at its own expense, adequate protective equipment for all its Facilities that might be adversely affected by such reclosing equipment, and as well, such equipment as may be required for the prompt disconnection of any of the Generator's apparatus that might affect the proper functioning of the reclosing equipment. Hydro will co-operate with the Generator and use its best endeavours with a view to mutual agreement as to the reclosing time of the equipment, but failing such agreement, the decision of Hydro as to that time shall be final.
- A.1.8 The Generator agrees to provide free of charge or rent a convenient and safe space for the meters and other service entrance equipment of Hydro on or in the Generator's premises and further agrees that no one who is not a properly authorized agent of Hydro or otherwise lawfully entitled to do so shall be permitted or suffered to repair, remove, inspect or tamper with any of the said meters and equipment and that the properly authorized agents of Hydro shall, at all reasonable hours, have the right to read, inspect, repair, replace and remove any of the said equipment and have free access for that purpose of the said premises.
- A.1.9 Hydro may from time to time make tests to determine the electrical characteristics of the Generator's supply of Electricity and may install and use meters and equipment, which it deems necessary.

ARTICLE A.2 CONTRACT PERFORMANCE

- A.2.1 If at any time the Generator fails to perform any of its obligations affecting operation under this Agreement including failing to operate as required by this Agreement by any operating procedures, then Hydro may give notice thereof to the Generator, which notice may be given by telephone to an employee of the Generator by an employee of Hydro and the Generator shall immediately remedy the said failure. In case of continued failure for more than fifteen (15) minutes after the notice, Hydro may discontinue the receipt of all Electricity or any part thereof and shall not be obliged to resume receipt of Electricity until the Generator has remedied the failure. The Generator shall designate in writing to Hydro the name of the employee to whom notices under this Clause are to be given, and in default of such designation or in the event of said employee not being immediately available to receive any such notice, the Generator agrees the notice may be given by telephone or otherwise to any other employee of the Generator.
- A.2.2 If the Generator fails to perform any obligations under this Agreement, Hydro may give written notice to the Generator that unless the obligation is completely fulfilled within a specified period after mailing of the notice, Hydro shall discontinue the receipt of Electricity. If the Generator continues in default in respect of the obligation beyond the period specified in the notice, Hydro may discontinue the receipt of Electricity and may refuse to resume receipt of Electricity until the Generator has fulfilled its obligation. The right to discontinue the receipt of Electricity in this Clause is in addition to and not in limitation of any other right provided elsewhere in this Agreement to discontinue the receipt of Electricity for failure of the Generator to perform a particular obligation.
- A.2.3 Notwithstanding that Hydro may have discontinued the receipt of Electricity to the Generator by reason of failure by the Generator to perform any of its obligations under this Agreement, or that Hydro has discontinued receipt of Electricity upon the request of the Generator, such discontinuance shall not be construed as a breach of contract by Hydro to receive Electricity from the Generator under this Agreement, nor shall such discontinuance relieve the Generator from its obligations to deliver Electricity in accordance with the provisions of this Agreement, and such provisions shall continue in force until termination of the Agreement, unless Hydro otherwise agrees in writing.
- A.2.4 Either party shall have the right to interrupt the supply or receipt of Electricity at any time to the extent necessary to safeguard life or property or for the purpose of construction, maintenance, operations, repair, replacement or extension of their equipment or works. Either party shall limit the duration of such interruptions as much as practicable and, except in emergencies, shall give to the other party adequate warning of its intention to interrupt the supply or receipt of Electricity.

A.2.5 If the Generator's inability to make Electricity available or Hydro's inability to take Electricity is in either case attributable to an Uncontrollable Event or the Electricity is interrupted by the Generator, or Hydro for any of the purposes described in Clause A.2.4, then no party shall be liable to the other for damages or breach of contract. The term "Uncontrollable Event" shall be deemed to be a cause reasonably beyond the control of either the Generator, or Hydro which inability includes Acts of God, fire, flood, tidal wave, lightening, earthquake, cyclone, epidemic, pandemic, acts of a competent Authority, acts of public enemies, terrorism, civil commotion, war, invasion, embargo, insurrection, rebellion, sabotage, protest, riot, violence, malicious mischief, extortion, strike, labour dispute or lockout and includes any other cause which could not have been avoided by the exercise of reasonable due diligence, human foresight, and skill.

SCHEDULE B

Calculation of Energy Payment

Hydro agrees to pay for Energy delivered in each Month of the Term of this Agreement, an amount calculated by application of the following formula:

$$EP_{ji} = ED_{ji} \times \left(\frac{FC_{ji}}{EFF_{i-1}} \times 0.90\right)$$

Where:

j is the Month for which payment is payable;

i is the calendar year in which Month *j* falls;

EP_{ji} is the total Energy payment for Energy delivered in Month j of calendar year i in Canadian Dollars;

ED_{ji} is the Energy delivered by the Generator to Hydro under the Terms of this Agreement in Month j of calendar year i in kWh;

FC_{ji} is the average fuel cost for diesel fuel consumed in Hydro's diesel generating plant serving the community of Ramea in Month j of calendar year i in Canadian Dollars per litre and

 EFF_{i-1} is the average plant efficiency of Hydro's diesel generating plant serving the community of Ramea as determined below.

*EFF*_{*i*-1} *is the greater of either:*

(a) 3.589 kWh/litre of fuel, which is the average plant efficiency of Hydro's Ramea diesel generating plant for the years 2016-2021;

or

$$(b)^{\frac{kWh_{i-1}}{FUEL_{i-1}}}$$

Where:

*kWh*_{i-1} is the total Energy produced at Hydro's

diesel generating plant serving the

community of Ramea in the calendar year

immediately preceding the year for which

payment is due, in kWh;

*FUEL*_{i-1} is the total number of litres of diesel fuel

consumed in Hydro's diesel generating plant

serving the community of Ramea in the

calendar year immediately preceding the

year for which payment is due;

SCHEDULE C

Northwind Site Characteristics

Wind Turbines:	3 x 100 kW Northern Power Systems wind turbines;
Nominal Voltage at	
Delivery Point:	4160 V
Type of Generator:	Northern Power Systems – Permanent magnet synchronous, 100 kW generator with 4 quadrant drive
Generator Nameplate Rating:	3 x 100 kW – Total 300 kW
BESS:	1000 kW / 1000 kWh Lithium Ion System
Type of BESS:	Frontier Power Systems BESS
BESS Nameplate Rating:	1000 kW / 1000 kWh

SCHEDULE D

Frontier Site Characteristics

Generators: 4 x 100 kW Frontier Power Systems Mark 2 wind turbines

2 x 100 kW Frontier Power Systems Mark 3 wind turbines

Type of Generator: Frontier Mark 2 – Asynchronous 95 kW generator with 4

quadrant drive

Frontier Mark 3 – Asynchronous 100 kW generator with 4

quadrant drive

Nominal Voltage at

Delivery Point: 4160 V

Generator Nameplate Rating: 6 x 100 kW – Total 600 kW

Attachment 2

Quote Acceptance Letter





Puffin Wind Inc.

341 Georgetown Road,

Georgetown, PE

COA 1LO

Dear Mr. Brothers,

Newfoundland and Labrador Hydro (Hydro) has developed an estimate for completing the interconnection of Puffin Wind Inc. (Puffin) proposed wind turbine, battery energy storage system project in Ramea, NL. After reviewing the proposed project, Hydro has prepared an estimate for the costs of work to facilitate the interconnection, the details of which are outlined below.

Table 1: Project Estimate (\$000)

Project Cost	2025	2026	Beyond	Total
Material Supply	0.0	230.7	0.0	230.7
Labour	130.3	319.5	25.7	475.5
Consultant	29.5	6.6	0.0	36.1
Contract Work	106.0	112.4	0.0	218.4
Other Direct Costs	20.0	63.2	0.0	83.2
Interest and Escalation	13.1	50.7	2.5	66.3
Contingency	45.3	118.6	3.8	167.7
Total	344.2	901.8	32	1,278
				HST 191.7
				Total 1,469.7

These costs will be required in advance of the work associated with the interconnection as per the terms and conditions of associated with the interconnection detailed in Article A.1 Conditions of Supply, in the Agreement for the Purchase and Sale of Energy, dated March 18th, 2022.

Upon the completion of the interconnection, an adjustment shall be made so that if the actual cost exceeds the estimate, the difference shall be paid to Hydro forthwith, provided that the cost is not more than fifteen percent (15%) more than the estimated cost. If the actual cost is less than the estimate, the difference shall be reimbursed to Puffin by Hydro.

In addition to the above costs of construction, there will be ongoing costs associated with the operation and maintenance of the interconnection and related sustaining capital which will also be payable by you. Hydro will provide you with the details of these costs as required.



By signing below, Puffin Wind Inc. confirms understanding all of the terms and conditions outlined herein and agrees that Hydro may proceed to seek approval for the Interconnection and Integration of the Puffin Wind Inc. Renewable Energy Project.

Dated at Churlo Hetown, this 25 Day of January, 2025

Puffin Wind Inc.

Affidavit



IN THE MATTER OF the *Electrical Power* Control Act, 1994, SNL 1994, Chapter E-5.1 ("EPCA") and the Public Utilities Act, RSNL 1990, Chapter P-47 ("Act"), and regulations thereunder; and

IN THE MATTER OF an application by Newfoundland and Labrador Hydro for an Order approving the acquisition and installation of equipment for the interconnection and integration of the Puffin Wind Inc. ("Puffin") renewable energy project, and the charge to Puffin for the related capital costs, pursuant to Section 41 of the Act.

AFFIDAVIT

I, Dana Pope, of St. John's in the province of Newfoundland and Labrador, make oath and say as follows:

- 1) I am Vice President, Regulatory Affairs and Stakeholder Relations for Newfoundland and Labrador Hydro, the applicant named in the attached application.
- 2) I have read and understand the foregoing application.
- 3) To the best of my knowledge, information, and belief, all of the matters, facts, and things set out in this application are true.

SWORN at St. John's in the province of Newfoundland and Labrador this 28th day of January 2025, before me:

Commissioner for Oaths, Newfoundland and Labrador

KIMBERLEY DUGGAN

A Commissioner for Oaths in and for the Province of Newfoundland and Labrador. My commission expires on December 31, 2027. Dana Pope, CPA (CA), MBA