

POWER GENERATION PARTNER PROGRAM GUIDELINES



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1. PROGRAM INTRODUCTION

SaskPower's Power Generation Partner Program (the "Program") supports the development of new, small renewable and carbon neutral non-renewable energy projects throughout Saskatchewan. The Program supports the generation of electricity using a qualified energy resource and the sale of all of the electricity produced back to SaskPower. The Program provides streamlined project opportunities across Saskatchewan in areas of high priority to SaskPower.

SaskPower is committed to a sustainable power future for our province. That sustainable future includes both a cost-effective and reliable power supply and a healthy environment. Our adherence to environmental regulations, both federal and provincial, is evidence of this commitment. This Program will help SaskPower meet its goal of reducing emissions and increasing renewable generation in Saskatchewan, while maintaining the safety and reliability of SaskPower's electrical system.

These guidelines outline, among other things, the [Eligibility Requirements](#) and the application process for the Program. Additional information about the Program, including a price schedule, Existing and Planned Capacity Map and application form can be found on saskpower.com. It is important that anyone considering applying for the Program read and understand the contents of these Program guidelines and any additional Program information on saskpower.com.

2. ELIGIBILITY REQUIREMENTS

The [Applicant](#) and the [Project](#) must meet all Eligibility Requirements. Applications that do not, in SaskPower's sole discretion, meet the Eligibility Requirements, may be rejected.

2.1 ELIGIBLE APPLICANT

- a) An Applicant must be one of the following:
 - i. An existing SaskPower customer that has received and paid bills from SaskPower for their use of electricity over the 12 consecutive months previous to the [Window Closing Date](#) listed on saskpower.com;
 - ii. A corporation where at least 80% of the issued shares of each class are owned by:
 - (A) SaskPower customers as defined in subsection 2.1(a)(i) above; and/or
 - (B) a [First Nation](#) (or First Nations);
 - iii. A partnership (including a limited partnership) where at least 80% of each partnership interest in the partnership is owned by:
 - (A) SaskPower customers as defined in subsection 2.1(a)(i) above; and/or
 - (B) a First Nation (or First Nations);
 - iv. A cooperative where at least 80% of the membership interests or shares issued are owned by:
 - (A) SaskPower customers as defined in subsection 2.1(a)(i) above; and/or
 - (B) a First Nation (or First Nations);
 - v. A non-profit corporation where at least 80% of the membership interests or shares issued are owned by:
 - (A) SaskPower customers as defined in subsection 2.1(a)(i) above; and/or
 - (B) a First Nation (or First Nations);

- vi. A [First Nation \(or First Nations\)](#).
- b) It is the Applicant's responsibility to ensure that they meet one of the eligible applicant criteria listed above. SaskPower is not responsible for any misrepresentations made by Applicants.

2.2 ELIGIBLE ENERGY AND GENERATION RESOURCES

- a) Energy generated under the Program must be from one of the following qualified energy resources:
 - i. Renewable Energy Resources:
 - (A) **Solar:** electricity generated by capturing sunlight and converting it through panels.
 - (B) **Low-impact Hydro:** electricity generated by sending water from a river through turbines, which spin and generate electricity.
 - (C) **Biomass/Biogas:** electricity generated by burning organic materials to create heat and steam to spin turbines which generate electricity.
 - (D) **Geothermal:** electricity generated by using underground steam or hot water heated by the Earth's core to drive turbines that generate electricity.
 - ii. Carbon Neutral Non-renewable Energy Resources:
 - (A) **Flare Gas:** electricity generated through the combustion of solution flare gas.
 - (B) **Waste Heat Recovery:** electricity generated through the recovery of usable energy from a source of waste heat, such as a manufacturing process, that does not use any other source of fossil fuel to generate the electricity.
- b) For biomass generation that requires fuel for start-up, or other limited operational requirements, fuel use must not exceed 2% of generation output on an annual basis.
- c) The generation technology must be readily available in commercial markets and in commercial use, evidenced by a minimum of one generation plant in operation for at least one year previous to the Window Closing Date listed on saskpower.com, operating in conditions similar to those found in Saskatchewan.
- d) Existing generation facilities are not eligible to apply under the Program. At Project locations where there is existing generation, only new generation Projects are eligible, provided the new generation is capable of being measured separately from the existing generation.

2.3 LOCATION AND SITE CONTROL

- a) Projects must be located in the Province of Saskatchewan in SaskPower's franchise area; this excludes Saskatoon and Swift Current Light & Power franchise areas.

- b) Projects must not jeopardize native plants, wildlife, or their habitats. Examples of criteria to consider when determining Project site location include the following: (i) presence of endangered or threatened species; (ii) proximity to wetlands, waterways, and associated wetland vegetation; (iii) potential impacts to wildlife and wildlife habitat; (iv) location on sensitive terrain such as sand hill complexes; and presence of archaeological artifacts.

SaskPower may reject, in its sole discretion, any Projects with actual, apparent or deemed risk of negative environmental impact.

- c) The Applicant must demonstrate that they have obtained the right to use the proposed Project location for a period consistent with the term of the [Project Contract](#), by providing SaskPower with a copy of its: (i) land title; (ii) lease agreement; (iii) band council resolution; or (iv) any other relevant documentation related to the proposed Project location.
- d) The Applicant will be required to obtain and maintain all permits for the Project to the extent required under applicable laws.

2.4 PROJECT SIZE

- a) For Projects using a qualified [Renewable Energy Resource](#), the total alternating current (AC) [Nameplate Capacity](#) of that Project must be greater than 100 kilowatts (kW) up to and including 1 megawatt (MW) per year. Each Applicant will only be eligible for a combined total of 1 MW per year of the Program for all Renewable Energy Resource Projects submitted.*
- b) For Projects using qualified [Carbon Neutral Non-renewable Energy Resources](#), the combined total AC Nameplate Capacity of that Project must be greater than 100 kW up to and including 5 MW per year. Each Applicant will only be eligible for a combined total of 5 MW per year of the Program for all Carbon Neutral Non-renewable Energy Resources Projects submitted.*

*An Applicant is only eligible for a combined total of 5 MW in each year of the Program for all Project types, Renewable Energy Resource and Carbon Neutral Non-renewable Energy Resources Projects.

- c) Projects that exceed SaskPower's electrical system capacity at their point of interconnection may be rejected. Before submitting an application to the Program, Applicants are required to request and attend a meeting or conference call with SaskPower to explore the capacity available in the area of the Applicant's proposed Project.
- d) If a Project is deemed to be part of a [Project Cluster](#), the aggregate AC Nameplate Capacity of all generation must not exceed the resource and Program limits stated above (subsection 2.4(a) and 2.4(b) of these guidelines).

2.5 ENVIRONMENTAL ATTRIBUTES

- a) For Projects using qualified Renewable Energy Resources, all [Environmental Attributes](#) for the energy delivered to SaskPower must be transferred to SaskPower. The value of the Environmental Attributes is included in the Program's energy price.
- b) For Projects using qualified Carbon Neutral Non-renewable Energy Resources, all Environmental Attributes are retained by the Applicant.

3. ENERGY PRICE

Energy prices for the Program are available on saskpower.com. The prices listed on the website apply to electricity measured as outlined in the Project Contract. This is the only amount payable by SaskPower.

3.1 ENERGY PAYMENT

A Project's energy payment will be issued monthly, or as otherwise specified in the Project Contract.

4. APPLICATION PROCESS

4.1 APPLICATION TIMELINE

Applications must be submitted during the [Application Window](#) posted on saskpower.com. Applications cannot be submitted prior to the opening of the Application Window and must be received before the Window Closing Date. Applicants will be notified of the outcome of their application within 90 calendar days of the Window Closing Date.

If a Project is selected for an [Interconnection Study](#), additional information must be submitted to SaskPower by the Applicant within 30 calendar days of a request by SaskPower. Once this information is received, the Interconnection Study is expected to take between three and six months to complete, depending on Project size and complexity.

Interconnection timelines will be communicated following the Interconnection Study. Interconnection in areas with existing capacity is expected to take less than one year; interconnection in areas with planned capacity may take over two years.

4.2 PRE-APPLICATION MEETING

Before submitting an application to the Program, Applicants are required to request and attend a meeting or conference call with SaskPower. The purpose of the pre-application meeting is to review eligibility criteria, the application process, Project timelines and interconnection costs.

To arrange a pre-application meeting or conference call please contact SaskPower at customergeneration@saskpower.com.

4.3 SUBMITTING AN APPLICATION

Applications must be received during the Application Window posted on saskpower.com. Once an application is submitted it cannot be changed unless it has advanced to the Interconnection Study. For details on Project amendments see section 8.2 of these guidelines. To apply for the Program, the Applicant must submit a completed application form signed by the Applicant, with all applicable exhibits as required within the application form.

Application forms must be submitted by email to customergeneration@saskpower.com to be considered. Application forms submitted by another method will not be considered. SaskPower will use the time stamp on the email submission of the application during the project selection process. Only one proposed Project location is permitted per application, and only one application per email submission is permitted. An application will not be considered submitted until received by SaskPower.

Upon receipt of the application, SaskPower will issue an invoice for the \$315 (GST included) non-refundable application fee. The invoice must be paid within 15 calendar days of the issue date or the application may be rejected.

4.4 APPLICATION REVIEW AND SELECTION

Acknowledgment of Receipt: Upon SaskPower's receipt of the application, SaskPower will email the Applicant to confirm receipt. Incomplete applications may be rejected by SaskPower at SaskPower's sole discretion.

Application Review: Applications will be reviewed by SaskPower. Applications that do not meet all requirements may be rejected at SaskPower's sole discretion.

Application Selection: SaskPower will select applications based on the selection process outlined below. Applications will only be considered at the Project location indicated on the application form. Project location cannot be altered or changed at any time after the application is submitted.

- a) Applications in [Existing Capacity Areas](#) will be selected first, based on the order received, until either: (A) there are no remaining applications in Existing Capacity Areas; (B) no capacity remains available in Existing Capacity Areas; and/or (C) all Program caps are met.

If an application within an Existing Capacity Area exceeds the capacity available at the Project's proposed area point location, the Applicant will be offered the remaining capacity at that area point.

- b) If all Program caps are not met through applications made in Existing Capacity Areas (subsection 4.4 a), applications in [Planned Capacity Areas](#) will be selected based on the order received, until either: (A) there are no remaining applications in Planned Capacity Areas; (B) no capacity remains available in Planned Capacity Areas; and/or (C) all Program caps are met.

If an application within a Planned Capacity Area exceeds the capacity available at the Project's proposed area point location, the Applicant will be offered the remaining capacity at that area point.

- c) If all Program caps are not met through applications made in Existing and Planned Capacity Areas (subsections 4.4 a&b), SaskPower may, in its sole discretion, consider applications in locations other than Existing and Planned Capacity Areas. Applicants should be aware that locations outside of the Existing and Planned Capacity Areas have limited or no available capacity and SaskPower is under no obligation to accept any application in such locations even if Program cap remains.

SaskPower may, in SaskPower's sole discretion and for any reason and at any time, reject any application.

Notification of Outcome: SaskPower will use reasonable efforts to notify all Applicants of the outcome of their application within 90 calendar days following the Window Closing Date. A list of all Applicants selected to proceed to the Interconnection Study stage, along with their Project size, will be posted on saskpower.com.

5. INTERCONNECTION PROCESS

Each interconnection process will be unique and SaskPower will advise the Applicant of the steps required to connect their Project to the SaskPower electrical system. Each Project requires a new point of interconnection and cannot be connected to an existing SaskPower service. SaskPower will use standards and practices acceptable to SaskPower in SaskPower's sole discretion.

Interconnection in areas with existing capacity is anticipated to take up to one year. Interconnection in areas with planned capacity is anticipated to take two years or more to complete as work is completed to upgrade equipment in these areas.

5.1 PROJECT INTERCONNECTION QUOTE

Applications that advance to the Interconnection Study stage will be provided a price quote to interconnect based on their Project's size and distance from the SaskPower interconnection point. The interconnection point will be determined by SaskPower, in SaskPower's sole discretion.

5.2 PROJECT INTERCONNECTION STUDY

For applications selected to advance to the Interconnection Study stage, SaskPower will complete an Interconnection Study. It is anticipated that the Interconnection Study may take between 3 months and 6 months to complete once all required technical information has been received by SaskPower, depending on Project size and complexity.

Pre-Interconnection Study Requirements: Before SaskPower can begin the Interconnection Study, the

Applicant must submit a completed interconnection study form and payment for the \$1,050 (GST included) Interconnection Study cost. SaskPower will provide the interconnection study form to all Applicants that advance to the Interconnection Study stage. If the interconnection study form and fee are not received within 30 calendar days of notification of the Project having advanced to the Interconnection Study stage, the Project may be rejected.

Interconnection Study Outcomes: Following the Interconnection Study, SaskPower will advise the Applicant of the next steps in the interconnection process. Timelines and requirements to complete the interconnection service will be finalized and shared with the Applicant.

5.3 CONTRACT CREATION

Following the Interconnection Study, SaskPower will prepare a Project Contract for the Applicant to sign. SaskPower may, before entering into a Project Contract, require the Applicant to submit further information or documentation, not requested in these Program guidelines, necessary in relation to the proposed Project, including, but not limited to: information to verify the Applicant's ability to perform the Project Contract (i.e. financial data); and references to support past relevant experience.

The Applicant must sign and return the Project Contract to SaskPower within 45 calendar days of receipt of the Project Contract. Failure to do so may result in rejection of the Applicant's Project application.

Applicants should note that Projects that are greater than 1 MW or that are otherwise unusually complicated may require an extended time for SaskPower to review and make changes to the Project Contract.

5.4 PROJECT INTERCONNECTION

Construction of the Project and interconnection infrastructure will not begin until the Project Contract has been signed by both parties and will be governed by the terms of the Project Contract. Applicants are required to obtain an electrical permit before proceeding with their Project construction and must request and complete an inspection before completing Project construction and starting to produce electricity. Applicants must work directly with SaskPower's Gas and Electrical Inspections to complete these tasks. For more information visit the [electrical inspections page](#).

6. CONTRACT DETAILS

6.1 CONTRACT TERM

The Project Contract term for qualified renewable energy and/or qualified carbon neutral non-renewable energy Projects is a single term of up to 20 years.

7. SUMMARY OF COSTS

- a) **Application Fee:** A \$315 (GST included) non-refundable fee must be paid within 15 calendar of the invoice issue date.

- b) **Interconnection Study Fee:** A \$1,050 (GST included) non-refundable fee must be paid within 15 calendar days of the invoice issue date.
- c) **Interconnection Costs:** The interconnection costs quoted are the sole responsibility of the Applicant. The costs will be based on the Project's size and distance from the SaskPower interconnection point. The interconnection point will be determined by SaskPower, in SaskPower's sole discretion. For applications submitted in 2018, these costs will be \$43,000 per kilometre and \$170,000 per megawatt. SaskPower keeps ownership of all infrastructure on SaskPower's side of the point of interconnection.
- d) **Operation and Maintenance Costs:** To cover the future costs associated with operating and maintaining the required SaskPower electrical system upgrades and connection infrastructure, an annual fee of 1.25% of the Project's total interconnection costs will be charged to the successful Applicant. This fee will escalate at a rate of 2% per year as indicated in the Project Contract.
- e) **Electrical Permits:** Successful Applicants will be required to obtain an electrical permit before beginning any construction of their Project. For more information visit the [electrical inspections page](#) on saskpower.com
- f) **Power Supply Rate:** A new SaskPower electrical account will be created for each successful Project. Electricity consumed by the Project's generation facility will be charged under the applicable SaskPower electrical rate code.

8. FURTHER INFORMATION

8.1 CONFLICTS OF INTEREST

An Applicant must not be in, or have the potential to be in, an actual, apparent or deemed conflict of interest, as determined by SaskPower in its sole discretion, as a result of applying to the Program and/or entering into a Project Contract with SaskPower. Examples of a conflict of interest include, but are not limited to, occurrences where SaskPower personnel (i.e. the SaskPower Board of Directors, SaskPower officers, employees, and contractors, as well as directors, officers and employees of SaskPower subsidiaries), directly or indirectly through family members, derive a financial benefit doing business with SaskPower.

8.2 PROJECT AMENDMENTS

Minor amendments may be proposed to an application only after it has advanced to the Interconnection Study stage. Any amendments to the application must be submitted in writing and are subject to approval by SaskPower at SaskPower's sole discretion. Applicants are responsible for all costs associated with application amendments.

8.3 WITHDRAWING PROJECTS

Applicants may withdraw an application at any time prior to signing the Project Contract on written notice to SaskPower. All application and study fees are non-refundable.

8.4 REJECTED PROJECTS

SaskPower may, in SaskPower's sole discretion and for any reason and at any time, reject any application at any stage prior to signing the Project Contract on written notice to the Applicant. Reasons for rejection may include, but are not limited to:

- i. an incomplete application;
- ii. the application form was not submitted by email;
- iii. the application fee and/or the interconnection study fee is not received within 15 calendar days from the invoice issue date;
- iv. the application does not meet the Eligibility Requirements;
- v. the Applicant fails to respond to a request by SaskPower for additional information within 30 calendar days of the request;
- vi. the Applicant fails to return a signed Project Contract (along with any other related information or documentation requested by SaskPower), within 45 calendar days of receipt of such documents;
- vii. the Applicant requests Project amendments that are not acceptable to SaskPower;
- viii. the Applicant requests Project Contract amendments that are not acceptable to SaskPower;
- ix. the Applicant is in litigation with SaskPower;
- x. the Project is not in the best interest of SaskPower;
- xi. the Program is amended, cancelled or suspended; and/or
- xii. an actual, apparent or deemed conflict of interest as determined by SaskPower in its sole discretion.

If the Project is rejected for any reason, the Applicant can request a meeting with SaskPower to discuss the reasons for the rejection.

A rejected Project can be resubmitted to the Program in a later Program year provided the deficiencies or issues noted as reasons for rejection have been addressed. A new application fee will be required for future submissions.

8.5 PROGRAM AND RELATED AMENDMENTS

SaskPower may, in its sole discretion and for any reason and at any time, amend the Program and/or any associated documents (including, but not limited to, these guidelines and the Program application form) in any respect, without prior notice and without any SaskPower liability to any Applicant or to any other person.

Project Contracts that have been signed by SaskPower and the Applicant prior to any changes to the Program (and/or any associated documents) will be bound by the rates, terms and conditions agreed to in the Project Contract at the time it was executed.

8.6 PROGRAM SUSPENSION/CANCELLATION

SaskPower may, in its sole discretion and for any reason and at any time, cancel or suspend the Program without prior notice and without any SaskPower liability to any Applicant or to any other person.

Project Contracts that have been signed by SaskPower and the Applicant prior to any changes to the Program will be bound by the rates, terms and conditions agreed to in the Project Contract at the time it was executed.

8.7 UNSOLICITED INFORMATION NOT CONSIDERED

SaskPower is not required to consider any information with respect to an application that is not contained in an application or any written response to a request from SaskPower for further information or clarifications.

8.8 NATURE OF PROCESS

This is not a tender call. SaskPower does not intend this Program and the submission of an application to legally bind or otherwise compel or create a duty upon SaskPower to review, assess, evaluate, accept or reject any application, to enter into contractual negotiations with any Applicant or to award any contract.

8.9 NO LIABILITY

SaskPower (including its affiliates, and their respective directors, officers, employees, contractors, subcontractors, agents and representatives), incurs no liability of any nature or kind whatsoever to any person in connection with the Program, the administration of the Program, or information provided with respect to, or in the course of, the Program, or the acceptance, rejection, or review of any application, or any other decision, assessment, determination, statement, act or omission whatsoever, whether negligent or not, relating to the Program or its administration.

9. CONTACT US

Applicants should direct Program related questions to customergeneration@saskpower.com. Communication from Applicants should originate from the contact person(s) specified in the application. Contact persons can be changed by submitting written notice to SaskPower at the email address provided above.

10. REFERENCE DOCUMENTS

- a) Application Form
- b) Electric Service Requirements
- c) Generation Interconnection Requirements at Voltage 34.5 kV and Below
- d) Non-Utility Generation Interconnection Requirements at Voltages 72 kV and Above
- e) Terms & Conditions of Service
- f) Power Generation Partner Program Capacity Map

11. GLOSSARY

- A. **Applicant:** The person or entity that submits an application under the Program. [\[back\]](#)
- B. **Application Window:** The time frame listed on saskpower.com during which applications can be submitted. [\[back\]](#)
- C. **Eligibility Requirements:** The requirements outlined in Section 2 of these guidelines. [\[back\]](#)
- D. **Environmental Attributes:** Emissions from the Project that have either short-term or long-term impact on the air, water or soil. These impacts could be either positive (credits) or negative (liabilities). [\[back\]](#)
- E. **Existing Capacity Areas:** Areas where electrical capacity currently exists as indicated on the Existing and Planned Capacity Map. [\[back\]](#)
- F. **First Nation:** An Indian Band under the Indian Act (Canada) that is located within the Province of Saskatchewan or any successor or equivalent entity under the Indian Act (Canada) that is located within the Province of Saskatchewan. [\[back\]](#)
- G. **Interconnection Study:** An analysis of the proposed Project that results in a Project plan, including detailed designs for the SaskPower electrical system upgrades required for interconnection, and estimated costs of the equipment, engineering, procurement and construction work required to implement the interconnection of the Project. [\[back\]](#)
- H. **Nameplate Capacity:** An equipment manufacturer’s maximum rated generating capacity, typically expressed in watts (W), kilowatts (kW) or megawatts (MW). [\[back\]](#)
- I. **Planned Capacity Areas:** Areas with plans to increase electrical capacity as indicated on the Existing and Planned Capacity Map. [\[back\]](#)
- J. **Project:** An electrical generating facility that includes all land, buildings, equipment and material required for the generation of electricity. [\[back\]](#)
- K. **Project Cluster:** Two or more existing or proposed Projects that SaskPower determines in its sole discretion are so closely related to each other that they should be considered a project cluster for the purposes of the Program. SaskPower will generally determine that a project cluster exists where the existing or proposed Projects have the following characteristics: (i) have common direct, or indirect, ownership or control; (ii) have common development timelines; (iii) are located in close proximity; and/or (iv) share any tenures, permits, facilities. [\[back\]](#)
- L. **Project Contract:** A Project specific contract developed by SaskPower that is signed by both an Applicant and SaskPower. [\[back\]](#)
- M. **Window Closing Date:** The deadline date and time an application must be received by SaskPower as noted on saskpower.com. [\[back\]](#)