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~~2017~~2018 ISO Tariff

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~~Proposed 2018 ISO Tariff~~

~~Effective 2018-XX-01~~

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~~Public~~

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ISO Tariff – Rate DTS Demand Transmission Service

Applicability

1 Rate-DTS of the ISO tariff, Demand Transmission Service, applies to **system access service** provided at a **point of delivery** to:

- (a) the **legal owner** of an **electric distribution system**;
- (b) a **person** who has entered into an arrangement directly with the **ISO** for the provision of **system access service** under subsection 101(2) of the **Act**;
- (c) the **legal owner** of an industrial system that has been designated as such by the **Commission**; or
- (d) the City of Medicine Hat.

Rate

2 The **ISO** must determine the charge under Rate-DTS in a **settlement period** in accordance with subsections 3 through 7 below as the sum of the connection charge, the **operating reserve** charge, the **transmission constraint rebalancing** charge, the voltage control charge and the other system support services charge.

Connection Charge

3(1) The **ISO** must determine the connection charge as the sum, over all rows, of the products calculated by multiplying the volume and charge in each row (a) through (i) of the following table.

Volume in Settlement Period	Charge
Bulk System Charge	
(a) Coincident metered demand	\$ 10,6709,038 .00/MW/ month
(b) Metered energy	\$1. 2501 /MWh
Regional System Charge	
(c) Billing capacity	\$2, 356701 .00/MW/ month
(d) Metered energy	\$0. 8781 /MWh
Point of Delivery Charge	
(e) Substation fraction	\$ 8,78910,120 .00/ month
(f) First (7.5 × substation fraction) MW of billing capacity	\$ 3,5594,108 .00/MW/ month

Volume in Settlement Period	Charge
(g) Next (9.5 × substation fraction) MW of billing capacity	\$2, 229 572.00/MW/month
(h) Next (23 × substation fraction) MW of billing capacity	\$1, 555 799.00/MW/month
(i) All remaining MW of billing capacity	\$1, 007 162.00/MW/month

3(2) The **ISO** must determine the coincident **metered demand** as the **metered demand** at the **point of delivery** averaged over the 15-minute interval in which the sum of the **metered demands** for all Rate DTS and Rate-~~FTS~~ FTS of the ISO tariff, Fort Nelson Demand Transmission Service, **market participants** is greatest in the **settlement period**.

Operating Reserve Charge

4(1) The **ISO** must determine the **operating reserve** charge as the sum, over all hours in the **settlement period**, of the amount calculated in each hour as the product of:

- (a) **metered energy** for the Rate-~~DTS~~ **market participant** in the hour; and
- (b) the total cost of **operating reserves** in the hour divided by the total **metered energy** for all Rate-~~DTS~~ and Rate-~~FTS~~ **market participants** in the hour.

4(2) The **ISO** must estimate the **operating reserve** charge, if unable to determine it for a **settlement period** in accordance with subsection-~~4~~(1) above, as the sum, over all hours in the **settlement period**, of the amount calculated in each hour as the product of:

- (a) **metered energy** for the Rate-~~DTS~~ **market participant** in the hour; and
- (b) **pool price** in the hour multiplied by 6.~~99~~44%.

Transmission Constraint Rebalancing Charge

5 The **ISO** must determine the **transmission constraint rebalancing** charge as the sum, over all hours in the **settlement period**, of the amount calculated in each hour as the product of:

- (a) **metered energy** for the Rate-~~DTS~~ **market participant** in the hour; and
- (b) the total cost of **transmission constraint rebalancing** payments in the hour divided by the total **metered energy** for all Rate-~~DTS~~ and Rate-~~FTS~~ **market participants** in the hour.

Voltage Control Charge

6 The **ISO** must determine the voltage control charge as the product of **metered energy** in the **settlement period** multiplied by \$0.~~07~~09/MWh.

Other System Support Services Charge

7 The **ISO** must determine the other system support services charge as the sum of:

- (a) the highest **metered demand** in the **settlement period** multiplied by \$46.00/MW/month; and

- (b) when **power factor** is less than 90% during the interval of highest **metered demand** in the **settlement period**, ~~\$4001,200.00/MVA~~ multiplied by the **apparent power** difference calculated during the interval of highest **metered demand** in the **settlement period** as the difference between the metered **apparent power** and 111% of **metered demand**, unless the ISO waived the application of such a charge prior to December 31, 2016.

Terms

8(1) The ISO must apply Rate-DTS separately at each **point of delivery**, except where Rate-DTS applies to totalized **points of delivery** under subsection ~~5 of section 13~~ 10.3 of the ISO tariff, Settlement and Payment Terms.

8(2) The ISO must determine **metered energy** under Rate-DTS, in an hour for which a Rate ~~DOS~~ DOS of the ISO tariff, Demand Opportunity Service, transaction has been approved by the ISO at a **point of delivery** where Rate-DOS applies, as the sum of:

- (a) **metered energy** up to the Rate-DTS **contract capacity**; plus
- (b) any additional **metered energy** determined under subsection ~~2(2)~~ of Rate-DOS.

8(3) The ISO must apply Rider-~~C~~ of the ISO tariff, *Deferral Account Adjustment Rider*, to **system access service** provided under this rate.

8(4) The ISO must apply Rider-~~F~~ of the ISO tariff, *Balancing Pool Consumer Allocation Rider*, to **system access service** provided under this rate.

8(5) The terms and conditions of the ISO tariff form part of this rate.

Revision History

Effective	Description
<u>2018-XX-01</u>	<u>Updated charges, and revised Other System Support Services Charge as applied for in the 2018 ISO tariff application.</u>
2017-01-01	Updated charges, as approved on an interim refundable basis in Commission Decision 22093-D01-2016 issued on December 2, 2016 and on a final basis in Commission Decision 22093-D02-2017 on April 4, 2017.
2016-04-01	Updated charges, as approved in Commission Decision 21302-D01-2016 issued on March 31, 2016.
2016-01-01	Updated charges, as approved in Commission Decision 20753-D02-2015 issued on December 21, 2015.
2015-11-26	Updated subsections and charges, as approved in Commission Decision 20623-D01-2015 issued on November 5, 2015.
2015-07-01	Updated subsections and charges, as approved in Commission Decision 3473-D01-2015 issued on June 17, 2015.
2013-10-01	Updated charges, as approved on an interim refundable basis in Commission Decision 2013-325 issued on August 28, 2013 and on a final basis in Commission Decision 2014-242 issued on August 21, 2014.

2011-07-01	Revised and reformatted all subsections, as approved in Commission Decision 2011-275 issued on June 24, 2011.
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ISO Tariff – Rate DOS Demand Opportunity Service

Applicability

1 Rate ~~FTS~~ *FTS of the ISO tariff, Fort Nelson Demand Transmission Service*, applies to **system access service** provided at the **point of delivery** to BC-Hydro at Fort Nelson, British Columbia:

Rate

2 The **ISO** must determine the charge under Rate ~~FTS~~ in a **settlement period** in accordance with subsections ~~3~~ through 7 below as the sum of the connection charge, the **operating reserve** charge, the **transmission constraint rebalancing** charge, the voltage control charge and the other system support services charge.

Connection Charge

3(1) The **ISO** must determine the connection charge as the sum, over all rows, of the products calculated by multiplying the volume and charge in each row (a) through (d) of the following table.

Volume in Settlement Period	Charge
Bulk System Charge	
(a) Coincident metered demand	\$10,6709,038 .00/MW/ month
(b) Metered energy	\$1. 2501 /MWh
Regional System Charge	
(c) Billing capacity	\$2, 356701 .00/MW/ month
(d) Metered energy	\$0. 8781 /MWh

3(2) The **ISO** must determine the coincident **metered demand** as the **metered demand** at the **point of delivery** averaged over the 15-minute interval in which the sum of the **metered demands** for all Rate DTS *of the ISO tariff, Demand Transmission Service*, and Rate ~~FTS~~ market participants is greatest in the **settlement period**.

3(3) The **ISO** must determine the rate for the regional system charge in subsections ~~3~~(1)(c) and ~~3(1)(d)~~ above as the greater of:

- (a) the rate for the regional system charge in subsections ~~3~~(1)(c) and ~~3(1)(d)~~ of Rate ~~DTS~~; or
- (b) a specific Fort Nelson rate based on the levelized cost of the original ATCO-Electric line providing service to Fort Nelson.

Operating Reserve Charge

4(1) The ISO must determine the **operating reserve** charge as the sum, over all hours in the **settlement period**, of the amount calculated in each hour as the product of:

- (a) **metered energy** for the Rate-FTS **market participant** in the hour; and
- (b) the total cost of **operating reserves** in the hour divided by the total **metered energy** for all Rate-DTS and Rate-FTS **market participants** in the hour.

4(2) The ISO must estimate the **operating reserve** charge, if unable to determine it for a **settlement period** in accordance with subsection-4(1) above, as the sum, over all hours in the **settlement period**, of the amount calculated in each hour as the product of:

- (a) **metered energy** for the Rate-FTS **market participant** in the hour; and
- (b) **pool price** in the hour multiplied by 6.9944%.

Transmission Constraint Rebalancing Charge

5 The ISO must determine the **transmission constraint rebalancing** charge as the sum, over all hours in the **settlement period**, of the amount calculated in each hour as the product of:

- (a) **metered energy** for the Rate-FTS **market participant** in the hour; and
- (b) the total cost of **transmission constraint rebalancing** payments in the hour divided by the total **metered energy** for all Rate-DTS and Rate-FTS **market participants** in the hour.

Voltage Control Charge

6 The ISO must determine the voltage control charge as the sum of:

- (a) the product of **metered energy** in the **settlement period** multiplied by \$0.0709/MWh; and
- (b) the sum, over all hours in the **settlement period** in which Rainbow area load exceeds 145 MW and transmission must-run generation is required in the Rainbow area, of the cost associated with transmission must-run generation in the Rainbow area in an hour multiplied by the ratio in the hour of:
 - (i) Fort Nelson load in excess of 38.5-MW; to
 - (ii) the sum of Fort Nelson load in excess of 38.5-MW and Alberta Rainbow area load (excluding Fort Nelson load) in excess of 106.5-MW.

Other System Support Services Charge

7 The ISO must determine the other system support services charge as the sum of:

- (a) the highest **metered demand** in the **settlement period** multiplied by \$46.00/MW/month; and
- (b) when **power factor** is less than 90% during the interval of highest **metered demand** in the **settlement period**, \$4001,200.00/MVA multiplied by the **apparent power** difference calculated during the interval of highest **metered demand** in the **settlement period** as the difference between the metered **apparent power** and 111% of **metered demand**, unless the ISO waived the application of such a charge prior to December 31, 2016.

Terms

8(1) BC-Hydro must, if it terminates the **system access service** provided under this rate prior to the full payment of the levelized cost of the original ATCO-Electric line providing service to Fort Nelson under subsection-3(3)(b) above, pay the amount the **ISO** determines as the remaining unpaid balance of those costs net of any residual value, in addition to any **financial obligations** under section-9.5 of the **ISO tariff, Changes to System Access Service**.

8(2) The **ISO** must apply Rider-C of the ISO tariff, *Deferral Account Adjustment Rider*, to **system access service** provided under this rate.

8(3) The terms and conditions of the **ISO tariff** form part of this rate.

Revision History

Effective	Description
<u>2018-XX-01</u>	<u>Updated charges and revised Other System Support Services Charge as applied for in the 2018 ISO tariff application.</u>
2017-01-01	Updated charges, as approved on an interim refundable basis in Commission Decision 22093-D01-2016 issued on December 2, 2016 and on a final basis in Commission Decision 22093-D02-2017 on April 4, 2017.
2016-04-01	Updated charges, as approved in Commission Decision 21302-D01-2016 issued on March 31, 2016.
2016-01-01	Updated charges, as approved in Commission Decision 20753-D02-2015 issued on December 21, 2015.
2015-11-26	Updated subsections and charges, as approved in Commission Decision 20623-D01-2015 issued on November 5, 2015.
2015-07-01	Updated subsections and charges, as approved in Commission Decision 3473-D01-2015 issued on June 17, 2015.
2013-10-01	Updated charges, as approved on an interim refundable basis in Commission Decision 2013-325 issued on August 28, 2013 and on a final basis in Commission Decision 2014-242 issued on August 21, 2014
2011-07-01	Revised and reformatted all subsections, as approved in Commission Decision 2011-275 issued on June 24, 2011.

1 Rate-DOS of the ISO tariff, *Demand Opportunity Service*, applies to **system access service** provided at a **point of delivery** to a **market participant** who:

- (a) receives **system access service** under Rate-DTS of the ISO tariff, *Demand Transmission Service*;
- (b) is eligible for demand opportunity service under section-12.9 of the **ISO tariff, *Demand Opportunity Service***; and
- (c) is recallable in accordance with the provisions of this rate.

Metered Energy

2(1) The ISO must apply a Rate-DOS charge to **metered energy** received at a **point of delivery** in every hour:

- (a) for which a Rate-DOS transaction has been approved by the ISO;
- (b) above the Rate-DTS **contract capacity** for the **system access service**; and
- (c) up to the sum of the Rate-DTS **contract capacity** and the approved Rate-DOS transaction capacity for the **system access service**.

2(2) The ISO must add to the **market participant's metered energy** received at a **point of delivery** under Rate-DTS any **metered energy** received at the **point of delivery** in an hour that exceeds the sum of the Rate-DTS **contract capacity** and the approved Rate-DOS transaction capacity for the **system access service**, in the same **settlement period**.

Rate

3(1) The ISO must provide the three types of demand opportunity service in accordance with the charges, recall **directive** response times and recall priorities in the following table.

Rate DOS Type	Rate DOS Charge	Recall Directive Response Time	Recall Priority
(a) DOS-7 Minutes	\$4.9956/MWh	7 minutes	Before Rates-DTS, FTS, DOS Term and DOS 1 Hour
(b) DOS-1 Hour	\$16.48 MWh15.22/MWh	1 hour	Before Rates-DTS, FTS and DOS Term
(c) DOS-Term	\$94.85 101.96/MWh	7 minutes	Before Rates-DTS and FTS

3(2) The ISO must determine the amount billed for demand opportunity service in a **settlement period** as the greater of:

- (a) (i) the Rate-DOS charge from subsection-3(1)(a), ~~3(1)(b)~~, or ~~3(1)(c)~~ above, as applicable, multiplied by the **metered energy** during the **settlement period**; plus
 - (ii) an incremental losses charge calculated as the sum, over all transaction hours in the **settlement period**, of **metered energy** in the hour multiplied by **pool price** in the hour multiplied by a **loss factor** for the facility, where the **loss factor** is determined in accordance with section-501.10 of the **ISO rules**, *Transmission Loss Factor Methodology and Requirements, and Factors, which* is available to **market participants** ~~in~~ the ~~loss factors~~ section of the ~~ISO~~AESO website;
- or
- (b) a minimum amount equal to the Rate-DOS charge from subsection-3(1)(a), ~~3(1)(b)~~, or ~~3(1)(c)~~ above, as applicable, multiplied by the approved Rate-DOS transaction capacity multiplied by the number of hours in total transactions in the **settlement period** multiplied by 75%.

3(3) The **ISO** must add a transaction fee of \$500.00 to the amount billed for demand opportunity service in a **settlement period** in which the **ISO** approved at least one Rate-DOS transaction at the **point of delivery**.

Terms

4(1) The **ISO** must apply Rate-DOS separately at each **point of delivery**.

4(2) The **market participant** must, if the **ISO** recalls a **market participant's** demand opportunity service, curtail load by the amount directed by the **ISO** which:

- (a) may be an amount up to the approved Rate-DOS transaction capacity; and
- (b) must not require curtailment below the **market participant's** Rate-DTS contract capacity for the **system access service**.

4(3) The **market participant** must, in response to a **directive** from the **ISO**, achieve curtailment of its demand opportunity service load within the response time specified in subsection-3(1)(a), ~~3(1)(b)~~, or ~~3(1)(c)~~ above, as applicable.

4(4) The **ISO** must apply Rider-E of the ISO tariff, *Losses Calibration Factor Rider*, to **system access service** provided under this rate.

4(5) The **ISO** must apply Rider-F of the ISO tariff, *Balancing Pool Consumer Allocation Rider*, to **system access service** provided under this rate, with the exception of the City of Medicine Hat.

4(6) The terms and conditions of the **ISO tariff** form part of this rate.

Revision History

Effective	Description
<u>2018-XX-01</u>	<u>Updated charges as applied for in the 2018 ISO tariff application.</u>
2017-01-01	Updated charges, as approved on an interim refundable basis in Commission Decision 22093-D01-2016 issued on December 2, 2016 and on a final basis in Commission Decision 22093-D02-2017 on April 4, 2017.
2016-04-01	Updated charges, as approved in Commission Decision 21302-D01-2016 issued on March 31, 2016.
2016-01-01	Updated charges, as approved in Commission Decision 20753-D02-2015 issued on December 21, 2015.
2015-07-01	Updated subsections and charges, as approved in Commission Decision 3473-D01-2015 issued on June 17, 2015 except for the losses charge component in subsection 3(2) approved on an interim basis in Commission Decision 2014-242 issued on August 21, 2014.
2013-10-01	Updated charges, as approved on an interim refundable basis in Commission Decision 2013-325 issued on August 28, 2014 and on a final basis, in Commission Decision 2014-242 issued on August 21, 2014 except for the losses charge component in subsection 3(2) approved on an interim basis in Commission Decision 2014-242 issued on August 21, 2014.
2011-07-01	Revised and reformatted all subsections, as approved in Commission Decision 2011-275 issued on June 24, 2011.

ISO Tariff – Rate XOS Export Opportunity Service

Applicability

1 Rate ~~XOS of the ISO tariff, Export Opportunity Service~~, applies to **system access service** provided to **market participants** who export electric energy from the **interconnected electric system** utilizing an **intertie** that existed on August ~~12~~, 2004, as referred to in section ~~16~~ of the *Transmission Regulation*.

Availability

- 2 The **ISO** must make export opportunity service available:
- (a) only when sufficient capacity exists on the **transmission system** to accommodate the capacity scheduled for export; and
 - (b) a minimum of twenty-four ~~(24)~~ hours following execution of an agreement for **system access service** for export opportunity service.

Rate

3(1) The **ISO** must provide export opportunity service in accordance with the charge, recall **directive** response time and recall priority in the following table.

Rate	Charge	Recall Directive Response Time	Recall Priority
XOS	\$7.646.96 /MWh	1 hour	Before Rates DTS , FTS and DOS (any type)

3(2) The **ISO** must determine the amount billed for export opportunity service in a **settlement period** as the greater of:

- (a) (i) the Rate ~~XOS~~ charge from subsection ~~3(1)~~ above multiplied by the **market participant's** export **interchange transaction** during the **settlement period**; plus
 - (ii) an incremental losses charge calculated as the sum, over all transaction hours in the **settlement period**, of the **market participant's** export **interchange transaction** in the hour multiplied by **pool price** for the hour multiplied by a **loss factor** for the **intertie**, where the **loss factor** is determined in accordance with section ~~501.10~~ of the **ISO rules**, *Transmission Loss ~~Factor Methodology and Requirements, and Factors, which~~* is available to **market participants** ~~in the loss factors section of~~ the AESO website;
- or
- (b) a minimum amount calculated as the sum, over all transaction hours in the **settlement period**, of:
 - (i) the Rate ~~XOS~~ charge from subsection ~~3(1)(a) or 3(1)(b)~~ above, as applicable, multiplied by the **market participant's** hour-ahead scheduled capacity multiplied by 75%; plus
 - (ii) an incremental losses charge calculated as the **market participant's** hour-ahead scheduled capacity multiplied by 75% multiplied by **pool price** for the hour multiplied by a **loss factor** for the **intertie**, where the **loss factor** is determined in accordance with

section-501.10 of the **ISO rules**, *Transmission Loss ~~Factor Methodology and Requirements, and Factors, which~~* is available to **market participants** ~~in the loss factors section of~~ the AESO website.

3(3) The **ISO** must add an **operating reserve** charge, an other system support services charge or both to the amount billed for export opportunity service in a **settlement period** when the transaction requires the **ISO** to procure incremental **operating reserves**, incremental system support services or both.

3(4) The **ISO** must add a transaction fee of \$500.00 to the amount billed for export opportunity service in a **settlement period** in which at least one Rate-XOS transaction was approved for the **market participant**.

Terms

4(1) The **ISO** must apply Rate-XOS separately at each **point of interconnection**.

4(2) A **market participant** must achieve curtailment of its export opportunity service within the response time specified in subsection-3(1) above in response to a **directive** from the **ISO**.

4(3) The **market participant** may contract for export opportunity service for a term within the minimum and maximum terms in the following table.

Rate	Minimum Term	Maximum Term
XOS	1 hour	1 month

4(4) The **ISO** must apply Rider-E ~~of the ISO tariff~~, *Losses Calibration Factor Rider*, to **system access service** provided under this rate.

4(5) The terms and conditions of the **ISO tariff** form part of this rate.

Revision History

Effective	Description
<u>2018-XX-01</u>	<u>Updated charges as applied for in the 2018 ISO tariff application.</u>
2017-01-01	Updated charges, as approved on an interim refundable basis in Commission Decision 22093-D01-2016 issued on December 2, 2016 and on a final basis in Commission Decision 22093-D02-2017 on April 4, 2017.
2016-04-01	Updated charges, as approved in Commission Decision 21302-D01-2016 issued on March 31, 2016.
2016-01-01	Updated charges, as approved in Commission Decision 20753-D02-2015 issued on December 21, 2015.
2015-07-01	Updated subsections and charges, as approved in Commission Decision 3473-D01-2015 issued on June 17, 2015 except for the losses charge component in subsection 3(2) approved on an interim basis in Commission Decision 2014-242 issued on August 21, 2014.
2013-10-01	Updated charges, as approved on an interim refundable basis in Commission Decision 2013-325 issued on August 28, 2014 and on a final basis, in Commission Decision 2014-242 issued on August 21, 2014 except for the losses charge component in subsection 3(2) approved on an interim basis in Commission Decision 2014-242 issued on August 21, 2014.
2011-07-01	Revised and reformatted all subsections, as approved in Commission Decision 2011-275 issued on June 24, 2011.

ISO Tariff – Rate XOM

Export Opportunity Merchant Service

Applicability

1 Rate XOM of the ISO tariff, Export Opportunity Merchant Service, applies to **system access service** provided to **market participants** who export electric energy from the **interconnected electric system** utilizing a merchant **intertie**, defined in accordance with subsection-27(4) of the *Transmission Regulation* as an **intertie** for which the cost of planning, designing, constructing, operating and interconnecting is paid by the person who proposed the **intertie** and other persons that directly benefit from the **intertie**.

Availability

- 2 The **ISO** must make export opportunity merchant service available:
- (a) only when sufficient capacity exists on the **transmission system** to accommodate the capacity scheduled for export; and
 - (b) a minimum of twenty-four (24) hours following execution of an agreement for **system access service** for export opportunity merchant service.

Rate

3(1) The **ISO** must provide export opportunity merchant service in accordance with the charge, recall **directive** response time and recall priority in the following table.

Rate	Charge	Recall Directive Response Time	Recall Priority
XOM	\$ 7.646.96 /MWh	1 hour	Before Rates- <u>DTS</u> , FTS and DOS (any type)

3(2) The **ISO** must determine the amount billed for export opportunity merchant service in a **settlement period** as the greater of:

- (a) the Rate-XOM charge from subsection-3(1) above multiplied by the **market participant's** export **interchange transaction** during the **settlement period**; or
- (b) a minimum amount calculated as the sum, over all transaction hours in the **settlement period**, of the Rate-XOM charge from subsection-3(1) above multiplied by the **market participant's** hour-ahead scheduled capacity multiplied by 75%.

3(3) The **ISO** must add an **operating reserve** charge, an other system support services charge or both to the amount billed for export opportunity merchant service in a **settlement period** when the transaction requires the **ISO** to procure incremental **operating reserves**, incremental system support services or both.

3(4) The **ISO** must add a transaction fee of \$500.00 to the amount billed for export opportunity merchant service in a **settlement period** in which at least one Rate-XOM transaction was approved for the **market participant**.

Terms

4(1) The **ISO** must apply Rate_XOM separately at each **point of interconnection**.

4(2) A **market participant** must achieve curtailment of its export opportunity merchant service within the response time specified in subsection_3(1) above in response to a **directive** from the **ISO**.

4(3) The **market participant** may contract for export opportunity merchant service for a term within the minimum and maximum terms in the following table.

Rate	Minimum Term	Maximum Term
XOM	1 hour	1 month

4(4) The terms and conditions of the **ISO tariff** form part of this rate.

Revision History

Effective	Description
2018-XX-01	Updated charges as applied for in the 2018 ISO tariff application.
2017-01-01	Updated charges, as approved on an interim refundable basis in Commission Decision 22093-D01-2016 issued on December 2, 2016 and on a final basis in Commission Decision 22093-D02-2017 on April 4, 2017.
2016-04-01	Updated charges, as approved in Commission Decision 21302-D01-2016 issued on March 31, 2016.
2016-01-01	Updated charges, as approved in Commission Decision 20753-D02-2015 issued on December 21, 2015.
2015-07-01	Updated subsections and charges, as approved in Commission Decision 3473-D01-2015 issued on June 17, 2015.
2013-10-01	Introduced for export service over Alberta-Montana intertie , as approved on interim refundable basis in Commission Decision 2013-325 issued on August 28, 2013.

ISO Tariff – Rate UFLS Demand Underfrequency Load Shedding Credits

Applicability

1 Rate ~~UFLS~~ UFLS of the ISO tariff, Demand Underfrequency Load Shedding Credits, applies to **system access service** provided at a **point of delivery** to a **market participant** who:

- (a) receives **system access service** under Rate ~~DTS~~ of the ISO tariff, Demand Transmission Service; and
- (b) is directed by the **ISO** to install and activate an **underfrequency load shedding** relay satisfactory to the **ISO**.

Underfrequency Load Shedding Capacity Requirements

2(1) The **ISO** may require that a **market participant** maintain a minimum of 50% of its aggregate load, across all **points of delivery** through which the **market participant** receives **system access service** under Rate ~~DTS~~, connected to an **underfrequency load shedding** device in order to maintain the integrity of the **interconnected electric system**.

2(2) The **ISO** must determine the Rate ~~UFLS~~ capacity requirement as the share of the Rate ~~DTS~~ **contract capacity**, in MW, for each relay trip setting specified in subsection ~~3~~(2) below for which the **market participant** has agreed to be shed.

2(3) The **ISO** may from time to time revise a **market participant's** Rate ~~UFLS~~ capacity requirement to maintain the minimum of 50% of the **market participant's** aggregate load.

2(4) The **market participant** must ensure the aggregate Rate ~~UFLS~~ capacity, across all **points of delivery** through which the **market participant** receives **system access service** under Rate ~~DTS~~, continues to meet a revised Rate ~~UFLS~~ capacity requirement.

Rate

3(1) The **ISO** must determine the **underfrequency load shedding** credit to compensate a **market participant** who has load connected to **underfrequency load shedding** devices and therefore faces a higher risk of **forced outage**.

3(2) The **ISO** must calculate the **underfrequency load shedding** credit by multiplying the connected Rate ~~UFLS~~ capacity times the credit level for each relay trip setting in the following table.

Relay Trip Setting	Credit Level (\$/MW of Rate UFLS Capacity/month)
59.1 Hz	\$65.00
58.9 Hz	\$60.00
58.7 Hz	\$55.00
58.5 Hz	\$50.00

Relay Trip Setting	Credit Level (\$/MW of Rate UFLS Capacity/month)
58.3 Hz	\$45.00
58.1 Hz	\$40.00
58.0 Hz	\$35.00

Effect of Non-Compliance

4 The ISO may limit, reduce, suspend, withhold or terminate **system access service** to a **market participant** to whom Rate-UFLS applies if the **market participant** fails to comply with the requirements of Rate UFLS.

Terms

5(1) The ISO provides no assurance as to the number or duration of any future **forced outages** due to **underfrequency load shedding**.

5(2) The terms and conditions of the **ISO tariff** form part of this rate.

Revision History

Effective	Description
<u>2018-xx-01</u>	<u>Revised effect of non-compliance as applied for in the 2018 ISO tariff application.</u>
2015-07-01	Updated subsections, as approved in Commission Decision 3473-D01-2015 issued on June 17, 2015.
2011-07-01	Revised and reformatted all subsections, as approved in Commission Decision 2011-275 issued on June 24, 2011.

ISO Tariff – Rate PSC Primary Service Credit



Applicability

1(1) Rate-~~PSC~~ PSC of the ISO tariff, Primary Service Credit, applies to **system access service** provided at a **point of delivery** to a **market participant** who receives **system access service** under Rate-~~DTS~~ of the ISO tariff, *Demand Transmission Service*, and:

- (a) does not utilize transformation facilities owned by a **legal owner** of **transmission facilities** to step transmission voltage down to 25-kV or less; or
- (b) is served through an unconventional connection such as one using metering transformers.

1(2) Rate-~~PSC~~ does not apply to **system access service** to an isolated community as defined under the *Isolated Generating Units and Customer Choice Regulation*.

Rate

2(1) The **ISO** must determine the primary service credit to compensate a **market participant** whose connection does not include conventional transformation facilities owned by a **legal owner** of **transmission facilities**, including a connection for a **market participant** who has purchased, owns and operates its transformer.

2(2) The **ISO** must determine the primary service credit as the sum of the products calculated by multiplying the volume and credit in each row-(a) through (e) of the following table.

Volume in Settlement Period	Credit
(a) Substation fraction	\$6,9437,995.00/month
(b) First (7.5 × substation fraction) MW of billing capacity	\$2,8123,245.00/MW/month
(c) Next (9.5 × substation fraction) MW of billing capacity	\$1,7642,032.00/MW/month
(d) Next (23 × substation fraction) MW of billing capacity	\$1,228421.00/MW/month
(e) All remaining MW of billing capacity	\$1,007162.00/MW/month

Terms

3(1) The **ISO** must apply Rate-~~PSC~~ separately at each **point of delivery**, except where Rate-~~PSC~~ applies to totalized **points of delivery** under in accordance with subsection-~~5 of section 13~~ 10.3 of the **ISO tariff**, *Settlement and Payment Terms*.

3(2) The **ISO** must provide the primary service credit in conjunction with a reduced maximum local investment in accordance with subsection-~~8 of section 8~~ 4.7 of the **ISO tariff**, *Construction Contributions for Connection Projects*.

~~3(3)~~ This **ISO** must apply Rider C of the **ISO tariff**, *Deferral Account Adjustment Rider*, to **system access service** provided under this rate.

~~3(4)~~ The terms and conditions of the **ISO tariff** form part of this rate.

Revision History

Effective	Description
<u>2018-XX-01</u>	<u>Updated credit levels and revised terms, as applied for the 2018 ISO tariff application and to be approved on an interim basis until approved as final at the conclusion of the 2018 ISO tariff proceeding.</u>
2017-01-01	Updated credit levels, as approved on an interim refundable basis in Commission Decision 22093-D01-2016 issued on December 2, 2016 and on a final basis in Commission Decision 22093-D02-2017 on April 4, 2017.
2016-04-01	Updated credit levels, as approved in Commission Decision 21302-D01-2016 issued on March 31, 2016.
2016-01-01	Updated credit levels, as approved in Commission Decision 20753-D02-2015 issued on December 21, 2015.
2015-07-01	Updated subsections and credit levels, as approved in Commission Decision 3473-D01-2015 issued on June 17, 2015.
2011-07-01	Revised and reformatted all subsections, as approved in Commission Decision 2011-275 issued on June 24, 2011.

ISO Tariff – Rate STS Supply Transmission Service



Applicability

- 1(1) Rate-STS applies to **system access service** provided at a **point of supply** to:
- (a) ~~the~~ **legal owner** of a **generating unit** or an **aggregated generating facility** that is not subject to a **power purchase arrangement**;
 - (b) ~~the~~ holder of the **power purchase arrangement** for a **generating unit** that is subject to a **power purchase arrangement**;
 - (c) ~~the~~ **legal owner** of an industrial system that has been designated as such by the **Commission**;
 - (d) ~~the~~ **legal owner** of an **electric distribution system** where a **generating unit** or an **aggregated generating facility** **is** connected to the **electric distribution system results in electricity flowing into the transmission system**; or
 - (e) the City of Medicine Hat.
- (2) Rate-STS does not apply to a **generating unit** constructed under the *Small Power Research and Development Act*, to the extent the volume of energy sales from such a **generating unit** is conducted under a contract specifically executed pursuant to the provisions of the *Small Power Research and Development Act*.

Rate

- 2(1) The **ISO** must determine the charge under Rate-STS in a **settlement period** as the losses charge calculated as the sum, over all hours in the **settlement period**, of **metered energy** in the hour multiplied by **pool price** multiplied by a **loss factor** for the facility, where the **loss factor** is determined in accordance with section-501.10 of the **ISO rules**, *Transmission Loss ~~Factor Methodology and Requirements, and Factors, which~~* is available to **market participants in the loss factors section of on** the AESO website.
- (2) The **ISO** must measure **metered energy** on a ~~fifteen~~ (15-) minute interval for the purpose of calculating the losses charge under subsection-2(1) above.

Regulated Generating Unit Connection Cost

- 3 The **ISO** must apply an additional charge of ~~\$9575~~.00/MW per **month** for each regulated **generating unit** MW only to the regulated **generating units** identified in Appendix-A of the **ISO tariff** and only to the end of the base life year of the regulated **generating units** as provided in ~~that~~ Appendix A.

Terms

- 4(1) The **ISO** must apply Rate-STS separately at each **point of supply**, except where Rate-STS applies to totalized **points of supply** under subsection ~~5 of section 13~~ 10.3 of the **ISO tariff**, *Settlement and Payment Terms*.

- (2) The **ISO** must apply Rider-E, *Losses Calibration Factor Rider*, to **system access service** provided under this rate.
- (3) The **ISO** must apply Rider-J, *Wind Forecasting Service Cost Recovery Rider*, to **system access service** provided under this rate for a wind-powered **generating unit** or **aggregated generating facility**.
- (4) The terms and conditions of the **ISO tariff** form part of this rate.

Revision History

Effective	Description
2018-XX-01	Updated charges and revised applicability as applied for in the 2018 ISO tariff application.
2017-01-01	Updated charges, as approved on an interim refundable basis in Commission Decision 22093-D01-2016 issued on December 2, 2016 and on a final basis in Commission Decision 22093-D02-2017 on April 4, 2017.
2016-04-01	Updated charges, as approved in Commission Decision 21302-D01-2016 issued on March 31, 2016.
2016-01-01	Updated charges, as approved in Commission Decision 20753-D02-2015 issued on December 21, 2015.
2015-07-01	Updated subsections and charges, as approved in Commission Decision 3473-D01-2015 issued on June 17, 2015 except for the losses charge component in subsection 2(1) approved on an interim basis in Commission Decision 2014-242 issued on August 21, 2014.
2013-10-01	Updated charges, as approved on an interim refundable basis in Commission Decision 2013-325 issued on August 28, 2014 and on a final basis, in Commission Decision 2014-242 issued on August 21, 2014 except for the losses charge component in subsection 2(1) approved on an interim basis in Commission Decision 2014-242 issued on August 21, 2014.
2011-07-01	Revised and reformatted all subsections, as approved in Commission Decision 2011-275 issued on June 24, 2011.

ISO Tariff – Rate IOS Import Opportunity Service

Applicability

- 1 Rate-IOS of the ISO tariff, Import Opportunity Service, applies to **system access service** provided to **market participants** who import electric energy to the **interconnected electric system**.

Availability

- 2 The **ISO** must make Import opportunity service available:
 - (a) only when sufficient capacity exists on the **transmission system** to accommodate the capacity scheduled for import; and
 - (b) a minimum of twenty-four (24) hours following execution of an agreement for **system access service** for import opportunity service.

Rate

- 2(1) The **ISO** must determine the charge under Rate-IOS in a **settlement period** as the losses charge calculated as the sum, over all hours in the **settlement period**, of the **market participant's** import **interchange transaction** in the hour multiplied by **pool price** multiplied by a **loss factor** for the **intertie**, where the **loss factor** is determined in accordance with section 501.10 of the **ISO rules, Transmission Loss Factor Methodology and Requirements, and Factors, which is available to **market participants** ~~in the loss factors section of on~~ the AESO website.**

- 2(2) The **ISO** must add a transaction fee of \$500.00 to the amount billed for import opportunity service in a **settlement period** in which at least one Rate-IOS transaction was approved for the **market participant**.

Terms

- 43(1) The **ISO** must apply Rate-IOS separately at each **point of interconnection**.
- 3(2) A **market participant** must achieve curtailment of its import opportunity service within one (1) hour in response to a **directive** from the **ISO**.
- 3(3) The **ISO** must apply Rider-E of the ISO tariff, Losses Calibration Factor Rider, to **system access service** provided under this rate.
- 3(4) The terms and conditions of the **ISO tariff** form part of this rate.

Revision History

Effective	Description
<u>2018-XX-01</u>	<u>Updated reference for Rule 501.10 as applied for in the 2018 ISO tariff application.</u>
2015-07-01	Updated subsections and charges, as approved in Commission Decision 3473-D01-2015 issued on June 17, 2015 except for the losses charge component in subsection 2(1) approved on an interim basis in Commission Decision 2014-242 issued on August 21, 2014.
2013-10-01	The losses charge component in subsection 2(1) approved on an interim basis in Commission Decision 2014-242 issued on August 21, 2014.
2011-07-01	Revised and reformatted all subsections, as approved in Commission Decision 2011-275 issued on June 24, 2011.

ISO Tariff – Rider A1

Transmission Duplication Avoidance Adjustment

Dow Chemical Canada Inc. / Dow Hydrocarbons / ASU2



Applicability

1 Rider A1 applies to **system access service** provided to ~~TransAlta Utilities Corporation / FortisAlberta~~ **Dow Chemical Canada Inc. (Dow)** at certain **points of delivery** associated with Dow's facility, as more particularly described in Alberta Energy and Utilities Board Decision U98125 (Grid Company of Alberta Inc. – Transmission Avoidance Rate – Dow Transmission Bypass).

Rate

~~2(1) The charge under Rider A1 is an adjustment to otherwise applicable rates to be made in each settlement period pursuant to the Decision.~~

~~(2) The forecast of the benefit to the ISO arising from the construction contributions made by Dow Chemicals Canada Inc. to TransAlta Utilities Corporation are provided in the following table.~~

~~2(1) For each metering time interval, the metered demand and metered energy for certain points of delivery and points of supply associated with Dow's facility, as more particularly described in Board Decision U98125, will be totaled for the purpose of settlement under Rate DTS of the ISO tariff, Demand Transmission Service, and Rate STS of the ISO tariff, Supply Transmission Service, as described in subsections 4 and 5 below.~~

~~2(2) Dow must make the following payments to the ISO:~~

~~(a) Capital Charge: A lump-sum payment of \$5,071,038 collected upon implementation of this rider, and which Dow paid in full by December 31, 1998;~~

~~(b) Losses and Other Expenses Charge: For each settlement period, commencing on January 1, 2022, an amount equal to the "Monthly Payment" in subsection 6 below for the applicable year.~~

Terms

~~3(1) All terms in the ISO's July 24, 1998 Application for Transmission Bypass Avoidance Rate Dow Transmission Bypass will be applicable.~~

~~3(2) Rider A1 expires on December 31, 2041, the date at which the physical bypass option, had it been constructed, would have reached its end of life.~~

Metering and Totalizing

~~4(1) Had Dow built the duplicate facilities, the Dow Chemical (166S) transmission substation would be a point of supply when the Dow site power generation exceeds the load requirements, and a point of delivery when the generation does not meet the load requirements. The duplication avoidance tariff will simulate these conditions by deeming the points of delivery at the Dow Hydro Carbons (258S), Dow Chemical (166S) and Ross Creek (906S) transmission substations, and the points of supply at the Dow Gen (218S) and Dow Hydro Carbons (258S) transmission substations, to be a single point of delivery and point of supply for the purpose of totalizing metered demand and metered energy in applying Rate DTS and Rate STS.~~

4(2) During operation of the duplication avoidance tariff, the **ISO** will totalize the metered data for Dow's load and generation served from the Dow Hydro Carbons (258S), Dow Chemical (166S), Ross Creek (906S) and Dow Co-Gen (218S) transmission substations. This will ensure that payments by Dow to the **ISO** under Rate DTS and Rate STS are equivalent to the costs Dow would have incurred for the duplicate facilities.

4(3) Charges under Rate DTS and Rate STS will be calculated using the totalized **metered demand** and the totalized **metered energy** for Dow at the Dow Hydro Carbons (258S), Dow Chemical (166S), Ross Creek (906S) and Dow Co-Gen (218S) transmission substations. The meters to be totalized at Dow Hydro Carbons (258S) are 258S, T1 and T2. The meters to be totalized at Dow Chemical (166S) are 166S, T1, T2, T3A and T3B. The meters to be totalized at Ross Creek (906S) are 906S, T1 and T3. The meters to be totalized at Dow Co-Gen (218S) are 218S, TR1 and TR2. These **meter** points may change from time to time.

Example of Totalizing

5(1) The following is an example of the totalizing calculation for **metered demand** for two different metering time intervals.

Year	Forecast Benefit to ISO (Annual)Time Interval 1	Forecast Benefit to ISO (Monthly)Time Interval 2
Point of delivery (A) (Dow Hydro Carbons (258S))	<u>+25 MW</u>	<u>+30 MW</u>
Point of supply and point of delivery (B) (Dow Chemical (166S))	\$544,093 <u>-45 MW</u>	\$45,344 <u>0 MW</u>
Point of delivery (C) (Ross Creek (906S))	\$865,378 <u>+35 MW</u>	\$72,115 <u>+30 MW</u>
Point of supply (D) (Dow Cogen (218S))	\$836,603 <u>-100 MW</u>	\$69,717 <u>0 MW</u>
2001	\$807,828	\$67,319
2002	\$779,053	\$64,921
2003	\$750,278	\$62,523
Totalized metered demand (E)	\$721,503 <u>-85 MW</u>	\$160,125 <u>MW</u>
2005	\$692,728	\$57,727
2006	\$663,953	\$55,329
2007	\$635,178	\$52,932
2008	\$606,403	\$50,534
2009	\$577,628	\$48,136
2010	\$548,853	\$45,738

2011	\$520,078	\$43,340
2012	\$491,303	\$40,942
2013	\$462,528	\$38,544
2014	\$433,754	\$36,146
2015	\$404,979	\$33,748
2016	\$376,204	\$31,350
2017	\$347,429	\$28,952
2018	\$318,654	\$26,554
2019	\$289,879	\$24,157
2020	\$261,104	\$21,759
2021	\$232,329	\$19,361

5(2) In time interval 1, under the duplication avoidance tariff, Dow's **demand** requirement is 25 MW at Dow Hydro Carbons (258S) and 35 MW at Ross Creek (906S) transmission substations. At the same time, Dow cogeneration facilities are producing 145 MW of power, 45 MW at Dow Chemical (166S) and 100 MW at Dow Cogen (218S). The net delivery to the **interconnected electric system** is 85 MW at the Dow Chemical (166S) and Dow Cogen (218S) transmission substations. Had Dow built the duplicate facilities, the **metered energy** delivered by the **interconnected electric system** to Dow requirement at the Dow Chemical (166S) transmission substation would be zero, and the **metered energy** received by the **interconnected electric system** from the generator output at the Dow Chemical (166S) and Dow Cogen (218S) transmission substations would be 85 MW (145 MW of generation minus 60 MW of load). This energy balance is simulated by the proposed totalizing procedure. Combining the **point of delivery** (A) and **point of supply** (B) produces an adjusted **metered demand** of –85 MW, where the negative sign signifies a net energy receipt by the **interconnected electric system**.

5(3) In time interval 2, the cogeneration facility is not operating and Dow's load remains at 60 MW (30 MW at the Dow Hydro Carbons (258S) transmission substation, and 30 MW at the Ross Creek (906S) transmission substation). The result is a net load of +60 MW for that time interval, where the positive sign signifies a net energy delivery from the **interconnected electric system**.

Schedule 1 — Losses and Other Expenses Charge

6	<u>12-Month Period</u>	<u>Monthly Payment</u>
	<u>Jan. 1, 2022 – Dec. 31, 2022</u>	<u>\$ 3,018</u>
	<u>Jan. 1, 2023 – Dec. 31, 2023</u>	<u>\$ 3,082</u>
	<u>Jan. 1, 2024 – Dec. 31, 2024</u>	<u>\$ 3,145</u>
	<u>Jan. 1, 2025 – Dec. 31, 2025</u>	<u>\$ 3,208</u>
	<u>Jan. 1, 2026 – Dec. 31, 2026</u>	<u>\$ 3,273</u>
	<u>Jan. 1, 2027 – Dec. 31, 2027</u>	<u>\$ 3,339</u>
	<u>Jan. 1, 2028 – Dec. 31, 2028</u>	<u>\$ 3,408</u>
	<u>Jan. 1, 2029 – Dec. 31, 2029</u>	<u>\$ 3,476</u>
	<u>Jan. 1, 2030 – Dec. 31, 2030</u>	<u>\$ 3,545</u>
	<u>Jan. 1, 2031 – Dec. 31, 2031</u>	<u>\$ 3,616</u>
	<u>Jan. 1, 2032 – Dec. 31, 2032</u>	<u>\$ 3,688</u>
	<u>Jan. 1, 2033 – Dec. 31, 2033</u>	<u>\$ 3,763</u>
	<u>Jan. 1, 2034 – Dec. 31, 2034</u>	<u>\$ 3,839</u>
	<u>Jan. 1, 2035 – Dec. 31, 2035</u>	<u>\$ 3,916</u>
	<u>Jan. 1, 2036 – Dec. 31, 2036</u>	<u>\$ 3,996</u>
	<u>Jan. 1, 2037 – Dec. 31, 2037</u>	<u>\$ 4,078</u>
	<u>Jan. 1, 2038 – Dec. 31, 2038</u>	<u>\$ 4,161</u>
	<u>Jan. 1, 2039 – Dec. 31, 2039</u>	<u>\$ 4,246</u>
	<u>Jan. 1, 2040 – Dec. 31, 2040</u>	<u>\$ 4,332</u>
	<u>Jan. 1, 2041– Dec. 31, 2041</u>	<u>\$ 4,421</u>

3 — ~~The terms and conditions of the ISO tariff form part of this rider.~~

Revision History

Effective	Description
<u>2018-XX-01</u>	<u>Revised and reformatted all subsections, and new proposed forecast benefit table to 2041 as applied for in the 2018 ISO tariff application.</u>
2011-07-01	Revised and reformatted all subsections, as approved in Commission Decision 2011-275 issued on June 24, 2011.

ISO Tariff – Rider A2

Transmission Duplication Avoidance Adjustment

NOVA Chemicals Corporation – Joffre Industrial System



Applicability

1 Rider A2 applies to **system access service** provided to NOVA Chemicals Corporation (NOVA Chemicals) at the 535S transmission station **point of delivery** and **point of supply** at NOVA Chemicals' Joffre industrial system, as designated by Alberta Energy and Utilities Board Order No. HE 9826.

Rate

2(1) For each metering time interval, the **metered demand** and **metered energy** for the **point of delivery** and **point of supply** at the 535S transmission station will be totalized for the purpose of settlement under Rate-DTS of the ISO tariff, Demand Transmission Service, and Rate-STs of the ISO tariff, Supply Transmission Service, as described in subsections 4 and 5 below. Charges under Rate-DTS and Rate-STs will be calculated using the totalized **metered demand** and the totalized **metered energy**. The meters to be totalized are on 330 Line-1, 330 Line-2, 298L, 297L, 535ST1 and 535ST2.

2(2) NOVA Chemicals will make the following payments to the ISO:

- (a) Capital Charge: A lump-sum payment of \$2 375 000 to be made immediately upon implementation of this rider;
- (b) Incremental Losses Charge:
 - (i) Commencing on January 1, 2001, **metered demand** and **metered energy** will be adjusted through the metering balance calculation for the 535S transmission station, using the **loss factors** in subsection 6 below. If the **metered demand** in a metering interval is between two levels in subsection 6 below, the applicable **loss factor** will be calculated by interpolating between the **loss factors** for the two levels of **metered demand**. If the **metered demand** in a metering interval is less than 10 MW, including 0 MW, the incremental loss will be deemed to be 0.14 MW. The meters to be compensated in the metering balancing calculation are on 298L, 297L, 535ST1 and 535ST2.
 - (ii) For each **settlement period**, commencing on the effective date of this rider, a payment equal to the totalized **metered energy** multiplied by the applicable **loss factor** and multiplied by the **pool price**, calculated on an hourly basis. The applicable **loss factor** for each hour will be the **loss factor** in subsection 6 below that corresponds with the totalized **metered energy** for the hour; and
- (c) Other Expenses Charge: For each **settlement period** commencing on January 1, 2001, an amount equal to the "Monthly Payment" in subsection 7 below for the applicable year.

Terms

3 All terms in the ISO's 23 June Application for a Duplication Avoidance Tariff for NOVA Chemicals Corporation Joffre Industrial System will be applicable.

Metering and Totalizing

4(1) See Application, Section 2.5: Terms for the Duplication Avoidance Tariff; Section 2.5.1: Metering and Totalizing.

4(2) If NOVA Chemicals were to build the duplicate facilities, the 535S transmission station would be a **point of supply** for metering when the Joffre Site power generation exceeds the load requirements. Likewise, it would be a **point of delivery** when the Joffre site generation does not meet the load requirements. The duplication avoidance tariff will simulate this result by deeming the separate **point of delivery** and **point of supply** at the 535S transmission station to be a single point of exchange for the purpose of totalizing **metered demand** and **metered energy** in applying the ISO's Rate-DTS and Rate STS.

4(3) During the term of the duplication avoidance tariff, the ISO would totalize the metered data at the 535S transmission station for the load of NOVA Chemicals' existing facilities and the generation from its cogeneration facility. The totalized metered data would also include a debit to NOVA Chemicals to account for the deemed duplicate transformer losses. This would ensure that payments by NOVA Chemicals to the ISO under Rate-DTS and Rate-STs are equivalent to the costs NOVA Chemicals would have incurred had they built the duplicate facilities.

4(4) The amount of load of the existing facilities included in the totalizing calculation would be limited to the deemed capacity of the duplicate transformer in NOVA Chemicals' duplicate facilities design, which is 80 MVA. If the **metered demand** at the 535S transmission station for the existing facilities exceed this deemed capacity of 80 MVA, additional costs of upgrading the deemed duplicate transformer would be estimated and invoiced to NOVA Chemicals.

Example of Totalizing

5(1) See Application, Appendix C: Example of Totalizing. The following is an example of the totalizing calculation for **metered demand** and **metered energy** for two different metering time intervals:

	Time Interval 1	Time Interval 2
535S point of delivery (A)	+65 MW	+130 MW
535S point of supply (B) (cogeneration facility)	–365 MW	0 MW
Totalized metered demand and metered energy (C)	–300 MW	+130 MW

5(2) In time interval 1, under the duplication avoidance tariff, NOVA Chemicals' **demand** requirement is 65 MW at the 535S transmission station. At the same time, NOVA Chemicals' cogeneration facility is delivering 365 MW of power to the **interconnected electric system** at the 535S transmission station. If NOVA Chemicals built the duplicate facilities, the **metered energy** delivered from the **interconnected electric system** for NOVA Chemicals' load requirement at point A would be 0 MW, and the **metered energy** received by the **interconnected electric system** from the generator output at point B would be 300 MW. This energy balance is simulated by the proposed totalizing procedure. Combining the **point of delivery** (A) and **point of supply** (B) produces a totalized **metered demand** of –300 MW, where the negative sign signifies a net energy receipt by the **interconnected electric system**.

5(3) In time interval 2, the cogeneration facility is not operating, supplying 0 MW of power, and NOVA Chemicals' load remains at 65 MW for the existing facilities and 65 MW for the new facilities. The result is a net load of +130 MW for that time interval, where the positive sign signifies a net energy delivery from the **interconnected electric system**.

Schedule 1 — Incremental Loss Factors

6	Metered Demand of Existing Facilities (MW)	Loss Factor (% of metered demand of existing facilities)
	> 0 ≤ 10	1.41 %
	> 10 ≤ 20	0.76 %
	> 20 ≤ 30	0.57 %
	> 30 ≤ 40	0.49 %
	> 40 ≤ 50	0.46 %
	> 50 ≤ 60	0.45 %
	> 60 ≤ 70	0.45 %
	> 70 ≤ 80	0.47 %

Schedule 2 — Other Expenses Charge

7	12-Month Period	Monthly Payment
	Jan. 1, 2001 – Dec. 31, 2001	\$ 2,142
	Jan. 1, 2002 – Dec. 31, 2002	\$ 2,107
	Jan. 1, 2003 – Dec. 31, 2003	\$ 2,179
	Jan. 1, 2004 – Dec. 31, 2004	\$ 2,152
	Jan. 1, 2005 – Dec. 31, 2005	\$ 2,234
	Jan. 1, 2006 – Dec. 31, 2006	\$ 4,013
	Jan. 1, 2007 – Dec. 31, 2007	\$ 2,162
	Jan. 1, 2008 – Dec. 31, 2008	\$ 3,283
	Jan. 1, 2009 – Dec. 31, 2009	\$ 2,204
	Jan. 1, 2010 – Dec. 31, 2010	\$ 3,219
	Jan. 1, 2011 – Dec. 31, 2011	\$ 2,131
	Jan. 1, 2012 – Dec. 31, 2012	\$ 5,305
	Jan. 1, 2013 – Dec. 31, 2013	\$ 2,185
	Jan. 1, 2014 – Dec. 31, 2014	\$ 2,141
	Jan. 1, 2015 – Dec. 31, 2015	\$ 11,723
	Jan. 1, 2016 – Dec. 31, 2016	\$ 4,343

<u>12-Month Period</u>	<u>Monthly Payment</u>
Jan. 1, 2017 – Dec. 31, 2017	\$ 2,151
<u>12-Month Period</u>	<u>Monthly Payment</u>
Jan. 1, 2018 – Dec. 31, 2018	\$ 4,745
Jan. 1, 2019 – Dec. 31, 2019	\$ 2,211
Jan. 1, 2020 – Dec. 31, 2020	\$ 6,835
Jan. 1, 2021 – Dec. 31, 2021	\$ 2,264
Jan. 1, 2022 – Dec. 31, 2022	\$ 2,225
Jan. 1, 2023 – Dec. 31, 2023	\$ 2,172
Jan. 1, 2024 – Dec. 31, 2024	\$ 7,790
Jan. 1, 2025 – Dec. 31, 2025	\$ 2,417
Jan. 1, 2026 – Dec. 31, 2026	\$ 2,184
Jan. 1, 2027 – Dec. 31, 2027	\$ 2,300
Jan. 1, 2028 – Dec. 31, 2028	\$ 2,256
Jan. 1, 2029 – Dec. 31, 2029	\$ 2,197
Jan. 1, 2030 – Dec. 31, 2030	\$ 36,105
Jan. 1, 2031 – Dec. 31, 2031	\$ 2,273
Jan. 1, 2032 – Dec. 31, 2032	\$ 5,154
Jan. 1, 2033 – Dec. 31, 2033	\$ 2,340
Jan. 1, 2034 – Dec. 31, 2034	\$ 2,291
Jan. 1, 2035 – Dec. 31, 2035	\$ 2,440
Jan. 1, 2036 – Dec. 31, 2036	\$ 7,595
Jan. 1, 2037 – Dec. 31, 2037	\$ 2,310
Jan. 1, 2038 – Dec. 31, 2038	\$ 2,239
Jan. 1, 2039 – Dec. 31, 2039	\$ 2,386
Jan. 1, 2040 – Dec. 31, 2040	\$ 4,518

Revision History

Effective	Description
2011-07-01	Revised and reformatted all subsections, as approved in Commission Decision

	2011-275 issued on June 24, 2011.
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ISO Tariff – Rider A3

Transmission Duplication Avoidance Adjustment

Shell Canada Corporation – Scotford Industrial System



Applicability

1 Rider A3 applies to **system access service** provided to Shell Canada Corporation (Shell Canada) at the 409S transmission station **point of delivery** and **point of supply** at Shell Canada's Scotford industrial system, as designated by Alberta Energy and Utilities Board Order No. HE U2000-109.

Rate

2(1) For each metering time interval, the **metered demand** and **metered energy** for each **point of delivery** and **point of supply** (409ST1, 409ST2, 337S and 746L feeders) around the 409S transmission station will be synchronized, totalized and adjusted to measure electricity at the 138 kV bus for the purpose of settlement under the **ISO tariff**. Charges under the **ISO tariff** will be calculated using the totalized **metered demand** and **metered energy**.

2(2) Shell Canada will make the following payments to the **ISO**:

- (a) Capital Charge: A payment of \$2,907,800 is due immediately upon implementation of this rider.
- (b) Incremental Losses Charge:
 - (i) Commencing on the effective date of this rate rider, **metered demand** and **metered energy** will be adjusted through the metering balancing calculation for the 409S transmission station, using the **loss factors** in subsection 6 below. If the **metered demand** in a metering interval is between two levels in subsection 6 below, the applicable **loss factor** will be calculated by interpolating between the **loss factors** for the two levels of **metered demand**. If the **metered demand** in a metering interval is less than 10 MW, including 0 MW, the incremental loss will be deemed to be 0.083 MW. The meters to be compensated in the metering balancing calculation are on 409ST1, 409ST2, 337S and 746L.
 - (ii) For each **settlement period**, commencing on the effective date of this rate rider, a payment equal to the totalized **metered energy** multiplied by the applicable **loss factor** and multiplied by the **pool price**, calculated on an hourly basis. The applicable **loss factor** for each hour will be the **loss factor** in subsection 6 below that corresponds with the totalized **metered energy** for the hour; and
- (c) Other Expenses Charge: The other expenses charge is shown in subsection 7 below.

2(3) Shell Canada will receive a primary service credit in respect of the duplicate facilities as is provided to other Rate-~~DTS~~ DTS of the ISO tariff, Demand Transmission Service, customers of the **ISO** who provide their own transmission station, pending the decision of the Alberta Energy and Utilities Board on the **ISO's** 2002 tariff application.

Terms

3 All terms and conditions in the **ISO tariff** apply in addition to the terms in this Application for a Duplication Avoidance Tariff for Shell Canada's Scotford Industrial System. If either the **ISO** or Shell Canada were to terminate the Duplication Avoidance Tariff at a future date, Shell Canada would receive a partial refund of the lump sum capital charge payment. The amount of the partial refund would be the deemed remaining undepreciated dollar amount of the avoided duplicate facilities, in the year that the **ISO**

or Shell Canada gives notice to terminate the Duplication Avoidance Tariff. The undepreciated dollar value would be calculated based on the lump sum capital charge payment using a straight-line depreciation over the first twenty-four (24) years of the term of the Duplication Avoidance Tariff. At the end of twenty-four (24) years, the undepreciated value would be zero. The termination notice period, for both the **ISO** and Shell Canada, will be twenty-four (24) **months**.

Metering and Totalizing

4(1) Totalization should proceed on the basis of economic indifference to Shell Canada between the Duplication Avoidance Tariff and the construction of duplicate facilities and a net positive benefit to other transmission customers. These principles are met by the terms proposed for the Duplication Avoidance Tariff.

4(2) There is no direct relationship between the size of 409S (sized for a prior, smaller load-only Scotford site) and the larger scale operations now reflected in the industrial system. The Duplication Avoidance Tariff for 409S is the most advantageous arrangement for the **ISO** compared to construction of duplicate facilities.

4(3) If Shell Canada were to build the duplicate facilities, the 409S transmission station would be a **point of supply** when the Scotford site power generation exceeds the load requirements. Likewise, it would be a **point of delivery** when the Scotford site generation does not meet the load requirements. The Duplication Avoidance Tariff will simulate this result by deeming the separate **point of delivery** and **point of supply** at the 409S transmission station to be a single **point of delivery** and **point of supply** for the purpose of totalizing **metered demand** and **metered energy**.

4(4) During the term of the Duplication Avoidance Tariff, the **ISO** would totalize the metered data at the 409S transmission station for the load of Shell Canada's load facilities and the generation from its cogeneration facility. This would ensure that payments by Shell Canada to the **ISO** under the **ISO tariff** are equivalent to the costs that Shell Canada would have incurred had they built the duplicate facilities.

4(5) The level of load of the load facilities included in the totalization calculation would be limited to the deemed capacity of the duplicate facilities in Shell Canada's duplicate facilities design. Given that the capacity of the duplicate facilities would be identical to that of the 409S transmission station, if the transformer requires upgrading in order to serve additional load from the load facilities, Shell Canada will be responsible for the cost of the upgrade.

Example of Totalizing

5(1) The following is an example of the totalizing calculation for **metered demand** and **metered energy** for two different metering time intervals:

	Time Interval 1	Time Interval 2
409S point of delivery (A)	+60 MW	+60 MW
409S point of supply and point of delivery (B)	-70 MW	+20 MW
Totalized metered demand and metered energy (C)	-10 MW	+80 MW

5(2) In time interval 1, under the Duplication Avoidance Tariff, Shell Canada's load requirement is 60 MW from the 409S transmission station. At the same time, Shell Canada's cogeneration facility is delivering a net supply of 70 MW to the **interconnected electric system** at the 409S transmission station. This is net of load directly served from the cogeneration facility downstream of the 409S. If Shell Canada built the duplicate facilities, the level of energy delivered from Shell Canada to the **interconnected electric system** would be 10 MW. This energy balance is simulated through the proposed totalizing procedure. Combining the **point of delivery** (A) and **point of supply** (B) produces a totalized **metered demand** of –10 MW, where the negative sign signifies a net energy receipt by the **interconnected electric system**.

5(3) In time interval 2, the load served from **point of delivery** (A) remains at 60 MW but there is a reduced supply of energy from the cogeneration facility. Due to load requirements directly served from the cogeneration facility (net of partial load shedding), energy flows at (B) are reversed, resulting in 20 MW of energy delivered from the **interconnected electric system** to Shell Canada. Thus (B) is also a **point of delivery**. If Shell Canada built the duplicate facilities, the level of energy delivered from the **interconnected electric system** to Shell Canada at (A) and (B) would be 80 MW. Through the proposed totalizing procedure the totalized **metered demand** would be +80 MW, where the positive sign signifies a net energy delivery from the **interconnected electric system** to Shell Canada.

Schedule 1 — Incremental Loss Factors

6	Metered Demand of Load Facilities (MW)	Loss Factor (% of metered demand of load facilities)
	> 0 ≤ 10	0.84%
	> 10 ≤ 20	0.46%
	> 20 ≤ 30	0.35%
	> 30 ≤ 40	0.31%
	> 40 ≤ 50	0.30%
	> 50 ≤ 60	0.30%
	> 60 ≤ 70	0.30%
	> 70 ≤ 80	0.32%
	> 80 ≤ 90	0.33%
	> 90 ≤ 100	0.35%

Schedule 2 — Other Expenses Charge

7	12-Month Period	Monthly Payment
	Jan. 1, 2002 – Dec. 31, 2002	\$ 1,779
	Jan. 1, 2003 – Dec. 31, 2003	\$ 1,673
	Jan. 1, 2004 – Dec. 31, 2004	\$ 1,723

<u>12-Month Period</u>	<u>Monthly Payment</u>
Jan. 1, 2005 – Dec. 31, 2005	\$ 1,669
Jan. 1, 2006 – Dec. 31, 2006	\$ 1,820
<u>12-Month Period</u>	<u>Monthly Payment</u>
Jan. 1, 2007 – Dec. 31, 2007	\$ 3,405
Jan. 1, 2008 – Dec. 31, 2008	\$ 1,655
Jan. 1, 2009 – Dec. 31, 2009	\$ 4,055
Jan. 1, 2010 – Dec. 31, 2010	\$ 1,701
Jan. 1, 2011 – Dec. 31, 2011	\$ 4,264
Jan. 1, 2012 – Dec. 31, 2012	\$ 1,626
Jan. 1, 2013 – Dec. 31, 2013	\$ 4,954
Jan. 1, 2014 – Dec. 31, 2014	\$ 1,605
Jan. 1, 2015 – Dec. 31, 2015	\$ 1,637
Jan. 1, 2016 – Dec. 31, 2016	\$ 16,504
Jan. 1, 2017 – Dec. 31, 2017	\$ 5,665
Jan. 1, 2018 – Dec. 31, 2018	\$ 1,737
Jan. 1, 2019 – Dec. 31, 2019	\$ 4,222
Jan. 1, 2020 – Dec. 31, 2020	\$ 1,807
Jan. 1, 2021 – Dec. 31, 2021	\$ 15,946
Jan. 1, 2022 – Dec. 31, 2022	\$ 1,954
Jan. 1, 2023 – Dec. 31, 2023	\$ 1,918
Jan. 1, 2024 – Dec. 31, 2024	\$ 1,956
Jan. 1, 2025 – Dec. 31, 2025	\$ 9,933
Jan. 1, 2026 – Dec. 31, 2026	\$ 2,265
Jan. 1, 2027 – Dec. 31, 2027	\$ 2,076
Jan. 1, 2028 – Dec. 31, 2028	\$ 2,201
Jan. 1, 2029 – Dec. 31, 2029	\$ 2,160
Jan. 1, 2030 – Dec. 31, 2030	\$ 2,203
Jan. 1, 2031 – Dec. 31, 2031	\$ 59,074

Jan. 1, 2032 – Dec. 31, 2032	\$ 2,292
<u>12-Month Period</u>	<u>Monthly Payment</u>
Jan. 1, 2033 – Dec. 31, 2033	\$ 7,777
Jan. 1, 2034 – Dec. 31, 2034	\$ 2,479
12-Month Period	Monthly Payment
Jan. 1, 2035 – Dec. 31, 2035	\$ 2,432
Jan. 1, 2036 – Dec. 31, 2036	\$ 2,761

Revision History

Effective	Description
2011-07-01	Revised and reformatted all subsections, as approved in Commission Decision 2011-275 issued on June 24, 2011.

ISO Tariff – Rider A4

Transmission Duplication Avoidance Adjustment

Imperial Oil Resources Limited – Cold Lake Industrial System



Applicability

1 Rider A4 applies to **system access service** provided to Imperial Oil Resources Limited (Imperial Oil) at the Leming Lake-715S transmission station **point of delivery** and **point of supply** and the Mahihkan-837S transmission station **point of delivery** at Imperial Oil's Cold Lake industrial system, as designated by Alberta Energy and Utilities Board Order No. HE 9901 and expanded by Order No. U2006-207, plus any expansions to this industrial system as may be approved by the **Commission**.

Rate

2(1) For each metering time interval, the **metered demand** and **metered energy** for the **points of delivery** and **point of supply**, at the 715S and 837S transmission stations, will be totalized for the purpose of settlement under Rate ~~DTS and Rate STS~~ DTS of the ISO tariff, Demand Transmission Service, and Rate STS of the ISO tariff, Supply Transmission Service, as described in subsections 4 and 5 below.

2(2) Imperial Oil shall make the following payments to the **ISO**:

- (a) Capital Charge: A lump-sum payment of \$5 968 800 collected upon implementation of this rider;
- (b) Incremental Losses Charge: For each **settlement period**, commencing on the effective date of this rider, a payment equal to the totalized **metered energy** multiplied by the applicable **loss factor** and multiplied by the **pool price**, calculated on an hourly basis. The applicable **loss factor** for each hour will be the **loss factor** in subsection 6 below that corresponds with the totalized **metered energy** for the hour; and
- (c) Other Expenses Charge: For each **settlement period**, commencing on the effective date of this rider, an amount equal to the "Monthly Payment" in subsection 7 below for the applicable year.

Terms

3 All terms in the **ISO's** June 22, 2001 Application for a Duplication Avoidance Tariff for Imperial Oil Resources Limited Cold Lake Site and in the **ISO's** 2008 Application for Amendment will be applicable.

Metering and Totalizing

4(1) If Imperial Oil were to build the duplicate facilities, the Leming Lake transmission station would be a **point of supply** when the Cold Lake site power generation exceeds the load requirements, and a **point of delivery** when the generation does not meet the load requirements. The duplication avoidance tariff will simulate these conditions by deeming the **points of delivery** at the Mahihkan and Leming Lake transmission stations, and the **point of supply** at the Leming Lake transmission station, to be a single **point of delivery** and **point of supply** for the purpose of totalizing **metered demand** and **metered energy** in applying Rate ~~DTS and Rate STS~~.

4(2) During operation of the duplication avoidance tariff, the **ISO** will totalize the metered data for Imperial Oil's load and generation served from the Mahihkan and Leming Lake transmission stations. This

will ensure that payments by Imperial Oil to the **ISO** under Rate_DTS and Rate_STS are equivalent to the costs Imperial Oil would have incurred for the duplicate facilities.

4(3) Charges under Rate_DTS and Rate_STS will be calculated using the totalized **metered demand** and the totalized **metered energy** for Imperial Oil at the Mahihkan-837S transmission station and the Leming Lake-715S transmission station. The meters to be totalized at Mahihkan-837S are 5L408, 5L409, 5L410 and 7L105. The meters to be totalized at Leming Lake-715S are 5L335, 5L408, 5L575, 5L395, 5L242 and 7L95. These **meter** points may change from time to time.

4(4) The amount of load included in the totalizing calculation will be limited to 157 MVA from November through April and 130 MVA from May through October, which is the maximum amount of load that the duplicate facilities would be able to serve, based on the deemed winter and summer capacities, respectively, of the duplicate transmission line in Imperial Oil's design. If the combined **metered demand** at the Mahihkan and Leming Lake transmission stations for the load facilities exceeds the 157 MVA winter or 130 MVA summer limit, the costs that would have been required to service the additional load under the duplicate facilities alternative will be estimated and invoiced to Imperial Oil.

Example of Totalizing

5(1) The following is an example of the totalizing calculation for **metered demand** and **metered energy** for two different metering time intervals.

	Time Interval 1	Time Interval 2
Point of delivery (A) (Mahikan)	+45 MW	+45 MW
Point of supply and point of delivery (B) (Leming Lake)	–100 MW	+60 MW
Totalized metered demand and metered energy (C)	–55 MW	+105 MW

5(2) In time interval 1, under the duplication avoidance tariff, Imperial Oil's **demand** requirement is 45 MW at each of the Mahihkan and Leming Lake transmission stations. At the same time, Imperial Oil's cogeneration facility is producing 160 MW of power, of which 15 MW is used to directly serve other load requirements. The net delivery to the **interconnected electric system** is 145 MW at the Leming Lake transmission station. If Imperial Oil built the duplicate facilities, the **metered energy** delivered by the **interconnected electric system** to Imperial Oil's load requirement at the Mahihkan transmission station would be zero, and the **metered energy** received by the **interconnected electric system** from the generator output at the Leming Lake transmission station would be 55 MW (160 MW of generation minus 105 MW of load). This energy balance is simulated by the proposed totalizing procedure. Combining the **point of delivery (A)** and **point of supply (B)** produces an adjusted **metered demand** of –55 MW, where the negative sign signifies a net energy receipt by the **interconnected electric system**.

5(3) In time interval 2, the cogeneration facility is not operating and Imperial Oil's load remains at 105 MW (45 MW at the Mahihkan station, and 45 MW plus 15 MW at Leming Lake station). The result is a net load of +105 MW for that time interval, where the positive sign signifies a net energy delivery from the **interconnected electric system**.

Schedule 1 — Incremental Loss Factors

6	Metered Demand of Load Facilities (MW)	Loss Factor (% of metered demand of load facilities)
	> 0 ≤ 10	1.88%
	> 10 ≤ 20	1.31%
	Metered Demand of Load Facilities (MW)	Loss Factor (% of metered demand of load facilities)
	> 20 ≤ 30	0.64%
	> 30 ≤ 40	0.54%
	> 40 ≤ 50	0.60%
	> 50 ≤ 60	0.73%
	> 60 ≤ 70	0.90%
	> 70 ≤ 80	1.09%
	> 80 ≤ 90	1.29%
	> 90 ≤ 100	1.51%
	> 100 ≤ 110	1.72%
	> 110 ≤ 115	1.91%
	> 115 ≤ 120	1.99%
	> 120 ≤ 125	2.08%
	> 125 ≤ 130	2.16%
	> 130 ≤ 135	2.25%
	> 135 ≤ 140	2.33%
	> 140 ≤ 145	2.48%
	> 145	2.66%

Schedule 2 — Other Expenses Charge

7	12-Month Period	Monthly Payment
	Jan. 1, 2003 – Dec. 31, 2003	\$ 4,223
	Jan. 1, 2004 – Dec. 31, 2004	\$ 6,323
	Jan. 1, 2005 – Dec. 31, 2005	\$ 4,286
	Jan. 1, 2006 – Dec. 31, 2006	\$ 4,225

<u>12-Month Period</u>	<u>Monthly Payment</u>
Jan. 1, 2007 – Dec. 31, 2007	\$ 5,791
Jan. 1, 2008 – Dec. 31, 2008	\$ 7,651
Jan. 1, 2009 – Dec. 31, 2009	\$ 5,189
Jan. 1, 2010 – Dec. 31, 2010	\$ 6,835
Jan. 1, 2011 – Dec. 31, 2011	\$ 4,500
<u>12-Month Period</u>	<u>Monthly Payment</u>
Jan. 1, 2012 – Dec. 31, 2012	\$ 8,367
Jan. 1, 2013 – Dec. 31, 2013	\$ 4,457
Jan. 1, 2014 – Dec. 31, 2014	\$ 10,648
Jan. 1, 2015 – Dec. 31, 2015	\$ 5,059
Jan. 1, 2016 – Dec. 31, 2016	\$ 5,430
Jan. 1, 2017 – Dec. 31, 2017	\$ 19,466
Jan. 1, 2018 – Dec. 31, 2018	\$ 10,660
Jan. 1, 2019 – Dec. 31, 2019	\$ 4,765
Jan. 1, 2020 – Dec. 31, 2020	\$ 10,594
Jan. 1, 2021 – Dec. 31, 2021	\$ 5,565
Jan. 1, 2022 – Dec. 31, 2022	\$ 29,055
Jan. 1, 2023 – Dec. 31, 2023	\$ 5,799
Jan. 1, 2024 – Dec. 31, 2024	\$ 5,905
Jan. 1, 2025 – Dec. 31, 2025	\$ 5,366
Jan. 1, 2026 – Dec. 31, 2026	\$ 19,095
Jan. 1, 2027 – Dec. 31, 2027	\$ 6,492
Jan. 1, 2028 – Dec. 31, 2028	\$ 5,695
Jan. 1, 2029 – Dec. 31, 2029	\$ 5,962
Jan. 1, 2030 – Dec. 31, 2030	\$ 7,811
Jan. 1, 2031 – Dec. 31, 2031	\$ 6,043

Revision History

Effective	Description
2011-07-01	Revised and reformatted all subsections, as approved in Commission Decision 2011-275 issued on June 24, 2011.

ISO Tariff – Rider C Deferral Account Adjustment Rider

Applicability

1 Rider C of the ISO tariff, Deferral Account Adjustment Rider, applies to **system access service** provided under:

- (a) Rate DTS of the ISO tariff, Demand Transmission Service; ~~and~~
- (b) Rate FTS of the ISO tariff, Fort Nelson Demand Transmission Service; and
- (c) Rate PSC of the ISO tariff, Primary Service Credit.

Rider

2(1) The **ISO** must recover or refund through Rider C accumulated deferral account balances which are comprised of differences between revenues and costs incurred in providing **system access service** to **market participants**.

2(2) The **ISO** must determine Rider C for each calendar quarter as an additional \$/MWh percentage charge or credit that applies to each rate listed in subsection 1 above.

2(3) The **ISO** must publish the Rider C charge or credit, including its calculation, on the **ISO** website at least thirty (30) **days** prior to the beginning of the calendar quarter in which it will apply.

2(4) The **ISO** must calculate the Rider C charge or credit as the sum of amounts, based on available recorded and forecast values, required to restore the deferral account balance to zero (0) ~~over~~ at the following end of the calendar ~~quarter~~ year in which the Rider C charge or credit will apply, or such ~~longer~~ period as determined by the **ISO** to minimize the rate impact effect, in each of the following rate components:

- (a) connection charge and primary service credit;
- (b) **operating reserve** charge;
- (c) **transmission constraint rebalancing** charge;
- (d) voltage control charge; and
- (e) other system support services charge

where the **ISO** assigns revenues and costs to each rate component in accordance with the **ISO tariff** in effect during the period in which the revenue was collected or the cost was incurred.

2(5) The **ISO** must calculate Rider C to include only transactions settled with the **ISO** that have occurred after January 1 of the calendar year in which the Rider C charge or credit will apply, although such transactions may involve amounts that relate to prior years.

Terms

3(1) The **ISO** may adjust Rider C amounts collected or refunded, through a deferral account reconciliation application filed with the **Commission** by the **ISO**.

3(2) The **ISO** must not add or deduct interest to or from amounts recovered or refunded through Rider C or through a deferral account reconciliation application, unless the **Commission** orders otherwise in specific circumstances.

3(3) The terms and conditions of the **ISO tariff** form part of this rider.

Revision History

Effective	Description
<u>2018-XX-01</u>	<u>Revised applicability and rider provisions as applied for in the 2018 ISO tariff application and to be approved on an interim basis until approved as final at the conclusion of the 2018 ISO tariff proceeding.</u>
2015-11-26	Updated subsections, as approved in Commission Decision 20623-D01-2015 issued on November 5, 2015.
2015-07-01	Updated subsections, as approved in Commission Decision 3473-D01-2015 issued on June 17, 2015.
2011-07-01	Revised and reformatted all subsections, as approved in Commission Decision 2011-275 issued on June 24, 2011.

ISO Tariff – Rider E

Losses Calibration Factor Rider

Applicability

1(1) Rider-~~E~~ E of the ISO tariff, Losses Calibration Factor Rider, applies to **system access service** provided under:

- (a) Rate DOS of the ISO tariff, *Demand Opportunity Service*;
- (b) Rate XOS of the ISO tariff, *Export Opportunity Service*;
- (c) Rate STS of the ISO tariff, *Supply Transmission Service*; and
- (d) Rate IOS of the ISO tariff, *Import Opportunity Service*.

1(2) Rider-~~E~~ applies in all **settlement periods** effective January 1, 2006.

Rider

2(1) The **ISO** must determine Rider-~~E~~ to adjust **loss factors** to ensure that the actual cost of losses is reasonably recovered through charges and credits on an annual basis.

2(2) The **ISO** must add or subtract an additional **calibration factor** percentage (%) to or from all **loss factors** for facilities and **interties** on each applicable rate.

2(3) The **ISO** must determine a **calibration factor** every quarter to recover or refund all accumulated and forecast differences between the anticipated costs of **transmission system** losses and the actual costs of **transmission system** losses, on a calendar year basis.

2(4) The **ISO** must carry forward any balance between **transmission system** losses costs and revenues remaining at the end of a year to be recovered or refunded in the following calendar year.

Terms

3 The terms and conditions of the **ISO tariff** form part of this rider.

Revision History

Effective	Description
2015-07-01	Updated subsections, as approved in Commission Decision 3473-D01-2015 issued on June 17, 2015.
2011-07-01	Revised and reformatted all subsections, as approved in Commission Decision 2011-275 issued on June 24, 2011.

ISO Tariff – Rider F Balancing Pool Consumer Allocation Rider

Applicability

1(1) Rider ~~F~~ F of the **ISO tariff, Balancing Pool Consumer Allocation Rider**, applies to **system access service** provided under:

- (a) Rate ~~DTS~~ DTS **of the ISO tariff**, Demand Transmission Service; and
- (b) Rate ~~DOS~~ DOS **of the ISO tariff**, Demand Opportunity Service.

1(2) Notwithstanding subsection ~~1~~ 1(1) above, Rider ~~F~~ F does not apply to **system access service** provided to:

- (a) the City of Medicine Hat; or
- (b) BC ~~Hydro~~ Hydro at Fort Nelson, British Columbia.

1(3) Rider ~~F~~ F applies in all **settlement periods** from January ~~1~~ 1, 2017 to December ~~31~~ 31, 2017.

Rider

2(1) The **ISO** must determine Rider ~~F~~ F as a charge of \$1.10/MWh of **metered energy** during the **settlement period**.

2(2) The **ISO** must determine Rider ~~F~~ F to refund or collect an annualized amount estimated by the Balancing Pool and transferred to the **ISO** under section ~~82~~ 82 of the **Act**, for the **market participants** receiving **system access service** from the **ISO** under subsection ~~1~~ 1 above.

Terms

3 The terms and conditions of the **ISO tariff** form part of this rider.

Revision History

Effective	Description
2017-01-01	Updated to reflect \$1.10/MWh charge for 2017 consumption, as approved in Commission Decision 22248-D01-2016 issued on December 16, 2016.
2016-01-01	Updated to reflect \$3.25/MWh credit for 2016 consumption, as approved in Commission Decision 21031-D01-2015 issued on December 3, 2015.
2015-01-01	Updated to reflect \$5.50/MWh credit for 2015 consumption, as approved in Commission Decision 2014-317 issued on November 13, 2014.
2014-01-01	Updated to reflect \$5.50/MWh credit for 2014 consumption, as approved in Commission Decision 2013-425 issued on November 28, 2013.
2013-01-01	Updated to reflect \$5.50/MWh credit for 2013 consumption, as approved in Commission Decision 2012-306 issued on November 14, 2012.
2012-01-01	Updated to reflect \$5.50/MWh credit for 2012 consumption, as approved in Commission Decision 2011-476 issued on December 14, 2011.
2011-07-01	Revised and reformatted all subsections, as approved in Commission Decision 2011-275 issued on June 24, 2011.

ISO Tariff – Rider J

Wind Forecasting Service Cost Recovery Rider

Applicability

1 Rider ~~J~~ **J** of the **ISO tariff, Wind Forecasting Service Cost Recovery Rider**, applies to **system access service** provided under Rate-STS **of the ISO tariff, Supply Transmission Service**, for a wind-powered **generating unit** or **aggregated generating facility**.

Rider

2(1) The **ISO** must determine the Rider-~~J~~ **J** amount to recover the costs paid by the **ISO** for provision of a wind forecasting service for wind-powered **generating units** and **aggregated generating facilities** in Alberta.

2(2) The **ISO** must calculate the Rider-~~J~~ **J** charge as the product of **metered energy** in the **settlement period** multiplied by \$0.~~05~~**10**/MWh.

(4)2(3) The **ISO** must:

- (a) review Rider-~~J~~ **J** costs and revenues at the end of each calendar year; and
- (b) adjust the Rider-~~J~~ **J** amount in future years to address variances from forecasts of costs and revenues.

Terms

3(1) The **ISO** must apply Rider-~~J~~ **J** separately at each **point of supply**.

3(2) The terms and conditions of the **ISO tariff** form part of this rider.

Revision History

Effective	Description
2017-01-01	Updated to \$0.05/MWh charge, as approved on an interim refundable basis in Commission Decision 22093-D01-2016 issued on December 2, 2016 and on a final basis in Commission Decision 22093-D02-2017 on April 4, 2017.
2016-04-01	Updated to \$0.05/MWh charge, as approved in Commission Decision 21302-D01-2016 issued on March 31, 2016.
2016-01-01	Updated to \$0.06/MWh charge, as approved in Commission Decision 20753-D02-2015 issued on December 21, 2015.
2015-07-01	Updated to \$0.12/MWh charge, as approved on an interim refundable basis in Commission Decision 2014-330 issued on December 3, 2014 and on a final basis in Commission Decision 3473-D01-2015 issued on June 17, 2015.
2011-07-01	Revised and reformatted all subsections, as approved in Commission Decision 2011-275 issued on June 24, 2011.

ISO Tariff – Appendix A

Regulated Generating Units

Applicability

1 Under Rate STS, *Supply Transmission Service*, a regulated **generating unit** connection cost charge applies to the regulated **generating unit** (“RGU”) MW listed in the table below.

Regulated Generating Unit	Legal Owner	Type of Plant	RGU MW	Base Life
Barrier	TransAlta	Hydro	11.2	2020
Battle River 5	ATCO Power	Coal-fired thermal	368.2	2020
Bearspaw	TransAlta	Hydro	16.0	2020
Bighorn 1	TransAlta	Hydro	60.0	2020
Bighorn 2	TransAlta	Hydro	60.0	2020
Bighorn Total			120.0	
Brazeau 1	TransAlta	Hydro	160.0	2020
Brazeau 2	TransAlta	Hydro	190.0	2020
Brazeau Total			350.0	
Cascade 1	TransAlta	Hydro	17.0	2020
Cascade 2	TransAlta	Hydro	17.0	2020
Cascade Total			34.0	
Genesee 1	Capital Power	Coal-fired thermal	381.0	2020
Genesee 2	Capital Power	Coal-fired thermal	381.0	2020
Genesee Total			762.0	
Ghost 2	TransAlta	Hydro	14.0	2020
Ghost 3	TransAlta	Hydro	14.0	2020
Ghost 4	TransAlta	Hydro	25.0	2020
Ghost Total			54.0	
Horseshoe 1	TransAlta	Hydro	5.0	2020
Horseshoe 2	TransAlta	Hydro	3.0	2020
Horseshoe 3	TransAlta	Hydro	3.0	2020
Horseshoe 4	TransAlta	Hydro	5.0	2020
Horseshoe Total			16.0	
Interlakes	TransAlta	Hydro	5.0	2020
Kananaskis 1	TransAlta	Hydro	5.0	2020
Kananaskis 2	TransAlta	Hydro	5.0	2020
Kananaskis 3	TransAlta	Hydro	9.0	2020
Kananaskis Total			19.0	
Keephills 1	TransAlta	Coal-fired thermal	383.0	2020
Keephills 2	TransAlta	Coal-fired thermal	383.0	2020
Keephills Total			766.0	
Rundle 1	TransAlta	Hydro	17.0	2020
Rundle 2	TransAlta	Hydro	33.0	2020
Rundle Total			50.0	

Regulated Generating Unit	Legal Owner	Type of Plant	RGU MW	Base Life
Sheerness 1	ATCO Power	Coal-fired thermal	378.1	2020
Sheerness 2	ATCO Power	Coal-fired thermal	378.1	2020
Sheerness Total			756.2	
Spray 1	TransAlta	Hydro	47.5	2020
Spray 2	TransAlta	Hydro	52.0	2020
Spray Total			99.5	
Sundance 1	TransAlta	Coal-fired thermal	280.0	2017
Sundance 2	TransAlta	Coal-fired thermal	280.0	2017
Sundance 3	TransAlta	Coal-fired thermal	353.0	2020
Sundance 4	TransAlta	Coal-fired thermal	353.0	2020
Sundance 5	TransAlta	Coal-fired thermal	353.0	2020
Sundance 6	TransAlta	Coal-fired thermal	357.0	2020
Sundance Total			1,976.0	
Three Sisters	TransAlta	Hydro	2.7	2020

Revision History

Effective	Description
2015-07-01	Updated to remove units with base lives ending before 2014 -as approved in Commission Decision 3473-D01-2015 issued on June 17, 2015.
2011-07-01	Revised and reformatted all subsections, as approved in Commission Decision 2011-275 issued on June 24, 2011.

ISO Tariff – Appendix B

System Access Service Agreement Proformas

Applicability

1(1) The attached **system access service** agreement proformas are used for **system access services** provided under:

- (a) Rate DTS, *Demand Transmission Service*;
- (b) Rate STS, *Supply Transmission Service*;
- (c) Rate DOS, *Demand Opportunity Service*;
- (d) Rate XOS and Rate XOM, *Export Service*; and
- (a) Rate IOS, *Import Opportunity Service*.

(2) The attached construction commitment agreement proforma is used for requests for **system access service** under section ~~5.6~~ of the **ISO tariff**, *Financial Obligations for Connection Projects*.

Revision History

Effective	Description
2018-XX-01	Revised as applied for in 2018 ISO tariff application.
2015-07-01	Updated subsections, as approved in Commission Decision 3473-D01-2015 issued on June 17, 2015.
2011-07-01	Revised and reformatted all subsections, as approved in Commission Decision 2011-275 issued on June 24, 2011.

ISO Tariff – Appendix B System Access Service Agreement Proforma for Rate DTS, Demand Transmission Service



[insert Substation Name and No – DTS - Date – Project No]

SYSTEM ACCESS SERVICE AGREEMENT FOR DEMAND TRANSMISSION SERVICE RATE **("DTS Agreement")**

This DTS Agreement effective the 1st day of _____, 201____, 20____ (the
"~~effective date~~Effective Date").
Between:

Independent System Operator, operating as AESO,
a ~~body corporate~~ statutory corporation established pursuant to the
Electric Utilities Act (Alberta)
with offices in the City of Calgary,
in the Province of Alberta
(the "ISO")

and

[insert legal name of corporation or partnership],
~~a body corporate or a~~ **[corporation, incorporated] [partnership] organized** pursuant to the laws of
XXX,
with office[s] in the City of [insert city],
in the Province of [insert province]
(the "~~market participant~~")

RECITALS:

- A. _____
A. _____ This DTS Agreement sets out the particular details of the **system access service** that the **ISO**
will provide to the **market participant** under Rate DTS of the **ISO tariff**.
B. _____
B. _____ The **ISO tariff** contains additional terms and conditions of **system access service**. This DTS
Agreement is comprised of both this document and the **ISO tariff**, and accordingly, both this
document and the **ISO tariff** must be referred to and administered by the parties, even though the
ISO tariff is not attached but incorporated into this DTS Agreement by reference.

In consideration of the premises to this DTS Agreement, the mutual covenants and agreements set forth
in this DTS Agreement and other good and valuable consideration (the receipt and sufficiency of which is
acknowledged by each of the parties), the parties agree as follows:

1. _____
1. _____ **DEFINITIONS AND INTERPRETATION**
(a) _____

- (a) Unless otherwise defined in this DTS Agreement, bolded terms, not including headings, used in this ~~document~~DTS Agreement have the meanings given to them in the *Consolidated Authoritative Documents*~~Document~~ Glossary. Capitalized terms have the meanings given to them in the preamble or body of this DTS Agreement, including:
- i. “DTS Agreement” means the this System Access Service Agreement for Demand Transmission Service Rate; and
- ii. “Effective Date” means date that the DTS Agreement comes into effect, as stated in the preamble of this DTS Agreement.
- (b) Should the ISO tariff, ISO rules or Consolidated Authoritative Document Glossary be amended from time to time during the term of this DTS Agreement by approval of the Commission, then such amended ISO tariff, ISO Rules or Consolidated Authoritative Document Glossary will apply to this DTS Agreement and this DTS Agreement shall be deemed amended upon each such approval.
- (c) In the event of any conflict or inconsistency between this document and the ~~Consolidated Authoritative Documents Glossary~~ISO tariff, the latter shall prevail.
- ~~(b) The ISO tariff shall be the ISO tariff in effect from time to time.~~
- ~~(c) In the event of any conflict or inconsistency between this document and the ISO tariff, the latter shall prevail.~~
2. —

2. POINT OF DELIVERY, ~~CONTRACT CAPACITY AND OTHER DETAILS~~

- (a) Point of delivery is located at and described as follows:

Substation name and #: [Name of Substation (123S);:]

Legal Subdivisions (LSD): [insert WxM;:]

Measurement Point Identification (MPID): [insert assigned number]

3. ~~CONTRACT CAPACITY~~(b) —

Contract capacity is the following amounts for and during the following periods:

____ MW ~~from [insert date]~~ [insert date] up to and including [insert date][insert date];

____ MW [insert date] [insert date] up to and including [insert date][insert date]; and

____ MW [insert date] [insert date] for the balance of the term of this DTS Agreement.

4. COMMISSIONING

- ~~(c) Other details related to the connection project include:~~

~~ISO tariff in effect on date of permit and licence:~~

Total Project Costs: \$ _____

Participant-Related Costs: \$ _____

System-Related Costs: \$ _____

Investment: \$ _____

(d) ~~Key dates:~~

(i) ~~Date **Commission** issued permit and licence: [insert date or n/a]~~

(ii) ~~Energization authorization date: _____~~

(iii) ~~_____~~

(a) ~~**Commissioning** period commences on the Effective Date and must be completed within ninety (90) days.
[default - ninety (90) days or insert approved number of days].~~

(b) ~~Upon completion of **commissioning**, provided the **market participant** has met its obligations and the **ISO** is satisfied that the **market participant's** facility will commence on: _____ be safely and reliably integrated with the **interconnected electric system**, the **ISO** must provide notice to the **market participant** confirming completion of **commissioning**.~~

5. **COMMERCIAL OPERATION**

(iv) ~~**Commercial operation** date: _____~~

(v) ~~Investment term: _____ [insert number of years] years
_____ commencing on _____ [insert date] and
_____ terminating on _____ [insert date].~~

3. ~~_____~~

~~Upon completion of **commissioning** and provided that the **ISO** is satisfied with the same, the **ISO** must provide notice to the **market participant** confirming that the facility may begin **commercial operation**.~~

6. **SETTLEMENT**

The **ISO** ~~shall~~must charge, and the **market participant** ~~shall~~must pay, amounts in accordance with Rate DTS commencing in the **settlement period** in which the ~~energization authorization date occurs~~Effective Date begins.

4. **CONTRIBUTIONS**

~~As of the **effective date** of this **DTS Agreement**, the **market participant's construction contribution** is estimated to be \$[insert amount] and may be adjusted in accordance with the **ISO tariff**.~~

5. ~~_____~~

7. **ISO OBLIGATION TO PROVIDE SERVICE**

Subject to Section ~~7~~8 and 9 of this **DTS Agreement**, the **ISO** ~~shall~~must provide **system access service** under Rate DTS to the **market participant** at the **point of delivery** at the **contract capacity** pursuant to ~~Section~~Sections 2 and 3 of this DTS Agreement.

6. ~~_____~~

8. **MARKET PARTICIPANT'S OBLIGATION IN RELATION TO SERVICE**

If the **market participant** takes **system access service** under Rate DTS, the **market participant** ~~shall~~must take such **system access service** at the **point of delivery** at the **contract capacity** pursuant to ~~Section~~Sections 2 and 3 of this DTS Agreement.

7. ~~_____~~

9. **MARKET PARTICIPANT'S PAYMENT OBLIGATION**

The **market participant** ~~shall~~must pay to the **ISO** for **system access service** under Rate DTS during the term of this DTS Agreement the amount required pursuant to Rate DTS.

8. ~~_____~~

10. OTHER RATES AND CONDITIONS

(a) _____

(a) _____ The primary service credit is applicable under this DTS Agreement.

Yes ☐

No ☐

(b) _____

(b) _____ This **point of delivery** is designated to provide **underfrequency load shedding**.

Yes ☐

No ☐

(c) _____

(c) _____ The **market participant** is required to comply with a connection **remedial action scheme** for this **point of delivery**.

Yes ☐

No ☐

11. TERM

This DTS Agreement ~~will commence~~commences on the ~~effective date~~Effective Date and ~~will continue~~continues unless it is terminated in accordance with the **ISO tariff**.

10. _____

12. PRIOR AGREEMENTS

This DTS Agreement supersedes and replaces, as of the ~~effective date~~Effective Date, any other agreement for **system access service** under Rate DTS between the parties at the **point of delivery**.

11. _____

1. COMMISSIONING

(a) _____ ~~The market participant must undertake and complete commissioning in accordance with the requirements set out in the ISO rules.~~

(b) _____ ~~Commissioning must be completed within ninety (90) days from the date that it commences.~~

(c) _____ ~~The market participant may request changes to the commissioning period, energization authorization date and commercial operation date but such changes will only be effective if the ISO approves them in writing.~~

1. _____

12. COMMERCIAL OPERATION

_____ ~~Upon completion of commissioning, provided the market participant has met its obligations and the ISO is satisfied that the market participant's facility will be safely and reliably integrated into the interconnected electric system, the ISO must issue a commissioning certificate certifying the date the facility may begin commercial operation.~~

13. _____

13. MARKET PARTICIPANT'S REPRESENTATIONS AND WARRANTIES

The **market participant** represents and warrants to the **ISO** as follows:

(a) the market participant is duly incorporated or organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, and duly registered and authorized to carry on business in the Province of Alberta;

~~(a) the market participant is duly incorporated or organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, and duly registered and authorized to carry on business in the Province of Alberta;~~

(b) _____

(b) this DTS Agreement has been duly authorized, executed and delivered by the **market participant** and constitutes a legal, valid and binding obligation of the **market participant**, enforceable against it in accordance with its terms, except to the extent that such enforceability may be limited by bankruptcy, insolvency, winding-up, reorganization, and similar laws affecting the enforceability of creditors' rights generally and the availability of equitable remedies such as specific performance or injunction; and

(c) the authorization, execution and performance by the **market participant** of this DTS Agreement:

(i) does not and will not violate any laws applicable to the **market participant**; and
(ii) is not in contravention of its constituting documents or its by-laws or the provisions of any loan agreement or other agreement to which it is a party or by which it is bound.

14. **NOTICES**

(a) Notices will

(a) A notice must be provided ~~as per Section 15~~(in accordance with subsection 12.4) of the **ISO tariff, Miscellaneous**. The **market participant's** address for notices is:

Attention: _____
Telephone: _____
Fax: _____
Email: _____

(b) The **market participant's** address for invoices, if different from the address for notices, is:

Attention: _____
Telephone: _____
Fax: _____
Email: _____

(c) The **market participant** must provide any changes to its ~~addresses~~address(es) to the **ISO** using the method posted on the **ISO AESO** website as updated from time to time.

15. **AMENDMENTS**

(a)

(a) The parties acknowledge that either may request an amendment to this DTS Agreement, ~~including without limitation an amendment to the contract capacity. A party may. The market participant must~~ request such an amendment by complying with the procedure for amending DTS Agreements posted by the **ISO** on its website. ~~If or, if~~ such procedure is not posted, ~~the party requesting an amendment may provide by providing~~ notice to the ~~other requesting such amendment~~**ISO**.

(b) Notwithstanding the foregoing, the parties acknowledge that the **ISO tariff, ISO rules** and ~~the ISO rules~~**Consolidated Authoritative Document Glossary** may be amended from time to time during the term of this DTS Agreement by approval of the **Commission** and that this DTS Agreement ~~shall be~~is deemed amended upon each such approval.

- (c) ~~Subject to Section subsection 15(b), of this DTS Agreement,~~ this DTS Agreement may only be amended by written instrument executed by the ISO and the market participant.

~~16.~~
16. MISCELLANEOUS

- (a) ~~The following matters shall be dealt with in accordance with the ISO tariff and the ISO rules:~~

- (i) ~~Assignment~~

Section ~~15 of the ISO tariff.~~

- (ii) ~~Confidentiality ISO rule 103.1.~~

- (iii) ~~9 will Dispute Resolution ISO rule 103.2.~~

- (b) ~~Force majeure shall be dealt with in accordance with the ISO tariff and the ISO rules.~~

- (a) (c) ~~Section 7 shall~~ survive the termination of this DTS Agreement for either the time provided for in such section or the longest period provided by law.

- (d)

- (b) This DTS Agreement will enure to the benefit and be binding upon the parties to this DTS Agreement and their respective successors and permitted assigns.

- (e)

- (c) No waiver by any party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained in this DTS Agreement ~~shall will~~ take effect or be binding upon that party unless the waiver is expressed in writing under the authority of that party. Any waiver so given ~~shall must~~ extend only to the particular breach so waived and ~~shall must~~ not limit or affect any rights with respect to any other or future breach.

- (f)

- (d) Time is of the essence.

- (g) ~~If at any time any one or more of the provisions of this DTS Agreement is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions of this DTS Agreement will not in any way be affected or impaired thereby to the fullest extent possible by law.~~

- (h)

- (e) This DTS Agreement ~~shall be is~~ governed by and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, excluding any conflict of laws principles that may apply therein.

- (i)

- (f) Whenever possible, each provision of this DTS Agreement ~~shall must~~ be interpreted in such a manner as to be effective and valid under applicable law, however, each provision of this DTS Agreement is intended to be severable and if ~~any~~ provision is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, such provision ~~shall will~~ be severed from this DTS Agreement and will not affect the legality, validity or enforceability of the remainder of this DTS Agreement or any other provision of this DTS Agreement.

- (j)

- (g) Each party will, from time to time, without further consideration, do such further acts and deliver all such further assurances, deeds and documents as ~~shall be is~~ reasonably required in order to fully perform and carry out the terms of this DTS Agreement.

- (k)

- (h) The parties may execute this DTS Agreement by fax, e-mail or other electronic means capable of producing a paper copy, and in separate counterparts, each of which when so executed and delivered ~~shall be an original~~, and all such counterparts taken together ~~shall will~~ constitute one instrument.

[Remainder of page intentionally left blank. Signature page to follow.]

By signing this DTS Agreement, the **market participant** acknowledges that it has reviewed the **ISO tariff** and fully understands all rights and obligations contained in it.

IN WITNESS WHEREOF the **ISO** and the **market participant** have executed this DTS Agreement as of the ~~effective date~~ Effective Date.

~~Independent System Operator~~
~~ISO~~, operating as AESO

Per: _____ Date: _____

Name:

Title:

[insert legal name of corporation or partnership]

Title:

[insert legal name of corporation or partnership]

Per: _____ Date: _____

Name:

Title:

Name:

Title:

~~ISO Tariff – Appendix B~~
~~System Access Service Agreement Proforma for~~
~~Rate DTS, Demand Transmission Service~~

ISO Tariff – Appendix B
System Access Service Agreement Proforma for
Rate DTS, Demand Transmission Service

ISO Tariff – Appendix B
System Access Service Agreement Proforma for
Rate ~~STS, Supply-Transmission-XOS~~ and Rate XOM,
Export Service



[Insert Substation Name and No – STS – Date – Project No]

SYSTEM ACCESS SERVICE AGREEMENT
FOR SUPPLY TRANSMISSION SERVICE RATE
("STS Agreement")

This STS Agreement effective the 1st day of _____, 201____ (the "**effective date** _____,
20____ (the "**Effective Date**")).

Between:

~~Between:~~

Independent System Operator, operating as AESO,
~~a body corporate a~~ statutory corporation established pursuant to the
Electric Utilities Act (Alberta)
with offices in the City of Calgary,
in the Province of Alberta
(the "**ISO**")

and

[insert legal name of corporation or partnership]
~~[insert legal name of corporation or partnership]~~
~~[a body corporate or a~~ [corporation, incorporated] [partnership] organized], incorporated pursuant
to the laws of XXX,
with office[s] in the City of [insert city],
in the Province of [insert province]
(the "**market participant**")

RECITALS:

C. This STS Agreement sets out the particular details of the **system access service** that the **ISO**
will provide to the **market participant** under Rate STS of the **ISO tariff**.

D. The **ISO tariff** contains additional terms and conditions of **system access service**. This STS
Agreement is comprised of both this document and the **ISO tariff**, and accordingly, both this
document and the **ISO tariff** must be referred to and administered by the parties, even though the
ISO tariff is not attached but incorporated into this STS Agreement by reference.

In consideration of the premises to this STS Agreement, the mutual covenants and agreements set forth
in this STS Agreement and other good and valuable consideration (the receipt and sufficiency of which is
acknowledged by each of the parties), the parties agree as follows:

RECITALS:

~~A. This STS Agreement sets out the particular details of the system access service that the ISO will provide to the market participant under Rate STS of the ISO tariff.~~

~~A. B. The ISO tariff contains additional terms and conditions of system access service. This STS Agreement is comprised of both this document and the ISO tariff, and accordingly, both this document and the ISO tariff must be referred to and administered by the parties, even though the ISO tariff is not attached but incorporated into this STS Agreement by reference.~~

~~In consideration of the premises to this STS Agreement, the mutual covenants and agreements set forth in this STS Agreement and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of the parties), the parties agree as follows:~~

~~1.~~

~~1.~~ DEFINITIONS AND INTERPRETATION

~~(a)~~

~~(a) Unless otherwise defined in this STS Agreement, bolded terms, not including headings, used in this document STS Agreement have the meanings given to them in the Consolidated Authoritative Documents Document Glossary. In Capitalized terms have the event of any conflict meanings given to them in the preamble or inconsistency between body of this document STS Agreement, including:~~

~~i. "STS Agreement" means the this System Access Service Agreement for Supply Transmission Service Rate; and the~~

~~ii. "Effective Date" means date that the STS Agreement comes into effect, as stated in the preamble of this STS Agreement.~~

~~(b) Should the ISO tariff, ISO rules or Consolidated Authoritative Documents Document Glossary, the latter shall prevail be amended from time to time during the term of this STS Agreement by approval of the Commission, then such amended ISO tariff, ISO Rules or Consolidated Authoritative Document Glossary will apply to this STS Agreement and this STS Agreement shall be deemed amended upon each such approval.~~

~~(c) In the event of any conflict or inconsistency between this document and the ISO tariff, the latter shall prevail.~~

~~(b) The ISO tariff shall be the ISO tariff in effect from time to time.~~

~~(a) (c) In the event of any conflict or inconsistency between this document and the ISO tariff, the latter shall prevail.~~

~~2.~~

~~2.~~ POINT OF SUPPLY, ~~CONTRACT CAPACITY AND OTHER DETAILS~~

~~(a)~~

~~Point of supply~~ is located at and described as follows:

Substation name and #: [Name of Substation (123S);]

Legal Subdivisions (LSD): [insert WxM;]

Measurement Point Identification (MPID): [insert assigned number]

~~Measurement Point Identification (MPID): [insert assigned number]~~

~~3.~~ CONTRACT CAPACITY ~~(b)~~

Contract capacity is the following amounts for and during the following periods:

_____ MW from ~~[insert date]~~[insert date] up to and including ~~[insert date]~~[insert date];
_____ MW ~~[insert date]~~[insert date] up to and including ~~[insert date]~~[insert date]; and
_____ MW ~~[insert date]~~[insert date] for the balance of the term of this STS Agreement.

~~(c) Other details related to the connection project include:~~

~~ISO tariff in effect on date of permit and licence:~~ _____
~~Total Project Costs:~~ _____ \$ _____
~~Participant-Related Costs:~~ _____ \$ _____
~~System-Related Costs:~~ _____ \$ _____
~~Generating Unit Type:~~ _____

~~(d) Key dates:~~

~~(i) Date Commission issued permit and licence:~~ ~~[insert date or n/a]~~
~~(ii) Energization authorization date:~~ _____
~~(iii)~~ _____

4. COMMISSIONING

~~(a) Commissioning period will commence on:~~ _____ ~~commences on~~
~~the Effective Date and must be completed within ninety (90) days.~~

~~(iv) Commercial operation date:~~ _____
~~3. [default - ninety (90) days or insert approved number of days].~~

~~(b) Upon completion of commissioning, provided the market participant has met its obligations and the ISO is satisfied that the market participant's facility will be safely and reliably integrated with the interconnected electric system, the ISO must provide notice to the market participant confirming completion of commissioning.~~

5. COMMERCIAL OPERATION

~~Upon completion of commissioning and provided that the ISO is satisfied with the same, the ISO must provide notice to the market participant confirming that the facility may begin commercial operation.~~

6. SETTLEMENT

~~The ISO shall~~must charge, and the market participant ~~shall~~must pay, amounts in accordance with Rate STS commencing in the settlement period in which the ~~energization authorization date occurs.~~Effective Date begins.

4. CONTRIBUTIONS

~~As of the effective date of this STS Agreement, the market participant's:~~
~~(a) construction contribution is estimated to be \$ [insert amount] and may be adjusted in accordance with the ISO tariff; and~~

~~(b) legal owner's contribution for a generating unit or an aggregated generating facility is \$ [insert amount] and may be adjusted in accordance with the ISO tariff.~~

7. 5. ISO OBLIGATION TO PROVIDE SERVICE

Subject to Section ~~78 and 9 of this STS Agreement~~, the ISO ~~shall~~**must** provide **system access service** under Rate STS to the **market participant** at the **point of supply** at the **contract capacity** pursuant to ~~Section~~**sections 2 and 3** of this STS Agreement.

6. _____

8. **MARKET PARTICIPANT'S OBLIGATION IN RELATION TO SERVICE**

If the **market participant** takes **system access service** under Rate STS, the **market participant** ~~shall~~**must** take such service at the **point of supply** at the **contract capacity** pursuant to ~~Section~~**sections 2 and 3** of this STS Agreement.

7. _____

9. **MARKET PARTICIPANT'S PAYMENT OBLIGATION**

The **market participant** ~~shall~~**must** pay to the ISO for **system access service** under Rate STS during the term of this **STS Agreement** the amount required pursuant to ~~such rate~~**Rate STS**.

8. _____

10. **OTHER CONDITIONS**

The **market participant** is required to comply with a connection remedial action scheme for this point of supply.

~~The **market participant** is required to comply with a connection remedial action scheme for this point of supply.~~

Yes ☐

No ☐

9. _____

11. **TERM**

This STS Agreement ~~will commence~~**commences** on the ~~effective date~~**Effective Date** and ~~will continue~~**continues** unless it is terminated in accordance with the **ISO tariff**.

10. _____

12. **PRIOR AGREEMENTS**

This STS Agreement supersedes and replaces, as of the ~~effective date~~**Effective Date**, any other agreement for **system access service** under Rate STS between the parties at the **point of supply**.

11. _____

~~1. **COMMISSIONING AND COMMERCIAL OPERATION**~~

~~(a) The **market participant** must undertake and complete **commissioning** in accordance with the requirements set out in the **ISO rules**.~~

~~(b) **Commissioning** must be completed within ninety (90) **days** from the date that it commences.~~

~~(c) The **market participant** may request changes to the **commissioning** period, energization authorization date and **commercial operation** date but such changes will only be effective if the **ISO** approves them in writing.~~

12. **COMMERCIAL OPERATION**

~~Upon completion of **commissioning**, provided the **market participant** has met its obligations and the **ISO** is satisfied that the **market participant's generating unit or aggregated generating facility** will be safely and reliably integrated into the **interconnected electric system**, the **ISO** must issue a **commissioning** certificate certifying the date the **generating unit or aggregated generating facility** may begin **commercial operation**.~~

13. **MARKET PARTICIPANT'S REPRESENTATIONS AND WARRANTIES**

The market participant represents and warrants to the ISO as follows:

(a) the market participant is duly incorporated or organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, and duly registered and authorized to carry on business in the Province of Alberta;

The market participant represents and warrants to the ISO as follows:

~~(a) (a) the market participant is duly incorporated or organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, and duly registered and authorized to carry on business in the Province of Alberta;~~

~~(b)~~
(b) this STS Agreement has been duly authorized, executed and delivered by the **market participant** and constitutes a legal, valid and binding obligation of the **market participant**, enforceable against it in accordance with its terms, except to the extent that such enforceability may be limited by bankruptcy, insolvency, winding-up, reorganization, and similar laws affecting the enforceability of creditors' rights generally and the availability of equitable remedies such as specific performance or injunction; and

~~(c)~~
(c) the authorization, execution and performance by the **market participant** of this STS Agreement:

~~(i)~~
(i) does not and will not violate any laws applicable to the **market participant**; and
(ii) is not in contravention of its constituting documents or its by-laws or the provisions of any loan agreement or other agreement to which it is a party or by which it is bound.

14. _____

14. NOTICES

~~(a) Notices will~~

~~(d) A notice must be provided as per Section 15(in accordance with subsection 12.4) of the ISO tariff-, Miscellaneous.~~ The **market participant's** address for notices is:

Attention: _____
Telephone: _____
Fax: _____
Email: _____

~~(b)~~
(e) The **market participant's** address for invoices, if different from the address for notices, is:

Attention: _____
Telephone: _____
Fax: _____
Email: _____

~~(f)~~
(f) The **market participant** must provide any changes to its ~~addresses~~address(es) to the **ISO** using the method posted on the ~~ISO~~AESO website as updated from time to time.

15. _____

15. AMENDMENTS

- (a) ~~The parties acknowledge that either may request an amendment to this STS Agreement, including without limitation an amendment to the contract capacity. A party may. The market participant must~~ request such an amendment by complying with the procedure for amending STS Agreements posted by the ISO on its website. ~~If or, if~~ such procedure is not posted, ~~the party by~~ requesting ~~an amendment may provide a providing~~ notice to the ~~other requesting such amendment~~ISO.
- (b) ~~Notwithstanding the foregoing, the parties acknowledge that the ISO tariff and the, ISO rules, and Consolidated Authoritative Document Glossary may be amended from time to time during the term of this STS Agreement by approval of the Commission and that this STS Agreement shall be is deemed amended upon each such approval.~~
- (c) ~~Subject to Section 44(b),15(b) of this STS Agreement,~~ this STS Agreement may only be amended by written instrument executed by the ISO and the market participant.

16. MISCELLANEOUS

- (a) ~~The following matters shall be dealt with in accordance with the ISO tariff and the ISO rules:~~
- (i) ~~Assignment~~
- Section ~~15 of the ISO tariff.~~
- (ii) ~~Confidentiality ISO rule 103.1.~~
- (iii) ~~Dispute Resolution ISO rule 103.2.~~
- (b) ~~Force majeure shall be dealt with in accordance with the ISO tariff and the ISO rules.~~
- (a) ~~Section 7 shall~~9 will survive the termination of this STS Agreement for either the time provided for in such section or the longest period provided by law.
- (d) ~~This STS Agreement will enure to the benefit and be binding upon the parties to this STS Agreement and their respective successors and permitted assigns.~~
- (e) ~~No waiver by any party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained in this STS Agreement shall will take effect or be binding upon that party unless the waiver is expressed in writing under the authority of that party. Any waiver so given shall must extend only to the particular breach so waived and shall must not limit or affect any rights with respect to any other or future breach.~~
- (f) ~~Time is of the essence.~~
- (g) ~~If at any time any one or more of the provisions of this STS Agreement is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions of this STS Agreement will not in any way be affected or impaired thereby to the fullest extent possible by law.~~
- (h) ~~This STS Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, excluding any conflict of laws principles that may apply therein.~~
- (i) ~~Whenever possible, each provision of this STS Agreement shall must be interpreted in such a manner as to be effective and valid under applicable law, however, each provision~~

of this STS Agreement is intended to be severable and if ~~any~~ provision is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, such provision ~~shall~~will be severed from this STS Agreement and will not affect the legality, validity or enforceability of the remainder of this STS Agreement or any other provision of this STS Agreement.

~~(j)~~
~~(g)~~ Each party will, from time to time, without further consideration, do such further acts and deliver all such further assurances, deeds and documents as ~~shall be~~ reasonably required in order to fully perform and carry out the terms of this STS Agreement.

~~(k)~~
~~(h)~~ The parties may execute this STS Agreement by fax, e-mail or other electronic means capable of producing a paper copy, and in separate counterparts, each of which when so executed and delivered ~~shall be an original~~, and all such counterparts taken together ~~shall~~will constitute one instrument.

[Remainder of page intentionally left blank. Signature page to follow.]

By signing this STS Agreement, the **market participant** acknowledges that it has reviewed the **ISO tariff** and fully understands all rights and obligations contained in it.

IN WITNESS WHEREOF the **ISO** and the **market participant** have executed this STS Agreement as of the ~~effective date~~Effective Date.

~~Independent System Operator~~
ISO, operating as AESO

Per: _____ Date: _____

Name: _____

Title: _____

~~[insert legal name of corporation or partnership]~~

Per: _____ Date: _____

Name: _____

Title: _____

ISO Tariff – Appendix B System Access Service Agreement Proforma for Rate STS, Supply Transmission Service



Per: _____ Date: _____

Name: Title: _____

[insert legal name of corporation or partnership]

Per: _____ Date: _____

Name: _____

Title: _____

ISO Tariff – Appendix B

System Access Service Agreement Proforma for Rate DOS, Demand Opportunity Service



A **market participant** applying for pre-qualification for demand opportunity service should review the terms and conditions of such service contained in the **ISO tariff** and any other related information documents that appear on the **ISO's** website from time to time.

~~If approved, this~~ This application, ~~if approved by the ISO,~~ sets the parameters for a **market participant's** demand opportunity service transaction requests throughout the twelve (12) months following such approval. Pre-qualification does not obligate the **ISO** to approve, or the **market participant** to request, any demand opportunity service. A non-refundable fee of \$5000.00 is payable with this application.

Unless otherwise defined in this application, bolded terms, not including headings, used in this application have the meanings given to them in the Consolidated Authoritative Document Glossary. Capitalized terms have the meanings given to them in the preamble or body of this application.

Application Details

Market participant: _____

Party administering demand opportunity service on behalf of the **market participant**:

~~market~~ Market participant ☐ ☐

or

☐ ☐ company n

Name of primary contact of administrator: _____

Phone: _____ Fax: _____ Email: _____

Facility name: _____

Facility location: LSD _____ SEC _____ TWP _____ RGE _____ MER _____

Connected substation (name and number): _____

Point of delivery: _____

Current demand transmission service **contract capacity** at the **point of delivery**: _____

Is this an application to renew a current pre-qualification? Yes ☐ ~~No~~ ☐ ☐ No ☐

Technical and Commercial Information

The following information is required in order for the **ISO** to determine whether the proposed use of demand opportunity service complies with the criteria set out in the **ISO tariff**.

- Requested start date: _____
- End date: ~~start date~~ Twelve (12) months from requested start date

- Requested demand opportunity service capacity: _____ MW
- Anticipated frequency of use: _____
- Total MWhs per month: _____
- Type of demand opportunity service expected to be used:

DOS 7 minute ☐

DOS 1 hour ☐

DOS Term ☐

Technical Information: Please provide the following ~~on~~in an attachment labeled “Schedule A”.

1. Load characteristic (static, synchronous machine or induction machine~~));~~
2. Approximate load factor (demand opportunity service specific load only~~)); and~~
3. Expected **power factor**.~~;~~

Schedule A: ☐ Attached

Commercial Information: Please read the eligibility criteria in the **ISO tariff** and provide a comprehensive business case, in an attachment labeled “Schedule B~~”;~~” demonstrating that the proposed use of demand opportunity service complies with those criteria. The business case must provide enough information to satisfy the **ISO** that the proposed use of electricity under demand opportunity service would not occur at the standard Rate DTS. The business case normally pertains to the end-user’s commercial circumstances and the end-user must be prepared to provide any additional information that the **ISO** reasonably requests.

Schedule B: ☐ Attached

Undertaking

The **market participant** undertakes to ~~provide prompt notification to~~notify the **ISO** upon the occurrence of ~~any~~any financial, operational, and/or technical ~~changes~~change, where such changes materially ~~impact~~impacts the assumptions contained within the attached business case (“Schedule B”). Failure to provide such information to the **ISO** in a timely and comprehensive manner may result in the **ISO** auditing and/or reassessing the eligibility of the **market participant** to be pre-qualified for the use of demand opportunity service. Further, the **market participant** undertakes that the use of demand opportunity service contemplated in the business case will not be modified.

The **market participant** confirms that the contents of this application are true.

Market participant:

Name: _____ Title: _____
(Print name) (Print title)

Signature: _____ Date: _____

Please complete and send to the Alberta Electric System Operator.

Mail: 2500, 330 – 5th Avenue SW
Calgary, Alberta T2P 0L4

Attention: Commercial Services

Fax: ~~(403) 539-2949~~ Email: dos.applications@aeso.ca

ISO Tariff – Appendix B

System Access Service Agreement Proforma for Rate XOS and Rate XOM, Export Service



SYSTEM ACCESS SERVICE AGREEMENT

FOR RATE XOS AND RATE XOM, EXPORT SERVICE

("Export Agreement")

This Export Agreement effective the 1st day of _____, 201____ (the "~~effective date~~ Effective Date").

Between:

Independent System Operator, operating as AESO
a ~~body corporate~~ statutory corporation established pursuant to the
Electric Utilities Act (Alberta)
with offices in the City of Calgary,
in the Province of Alberta

(the "ISO")

and

[insert legal name of corporation or partnership],
~~a body corporate or a~~ [corporation, incorporated] [partnership] organized, incorporated pursuant to
the laws of XXX,
with office[s] in the City of [insert city]
in the Province of [insert province]
(the "~~market participant~~")

RECITALS:

- A. This Export Agreement sets out the particular details of the **system access service** that the **ISO** will provide to the **market participant** under:
- Rate XOS of the **ISO tariff**, *Export Opportunity Service*;
 - Rate XOM of the **ISO tariff**, *Export Opportunity Merchant Service*; or
 - both.
- B. The **ISO tariff** contains additional terms and conditions of **system access service**. This Export Agreement is comprised of both this document and the **ISO tariff**, and accordingly, both this document and the **ISO tariff** must be referred to and administered by the parties, even though the **ISO tariff** is not attached but incorporated into this Export Agreement by reference.

In consideration of the premises to this Export Agreement, the mutual covenants and agreements set forth in this Export Agreement and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties), the parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

- (a) ~~Unless otherwise defined in this Export Agreement, bolded terms, not including headings, used in this ~~document~~Export Agreement have the meanings given to them in the Consolidated Authoritative DocumentsDocument Glossary. In Capitalized terms have the event of any conflictmeanings given to them in the preamble or inconsistency between body of this document and the Consolidated Authoritative Documents Glossary, the latter shall prevail.~~Export Agreement, including:
- i. ~~“Export Agreement” means the this System Access Service Agreement for Rate XOS and RATE XOM, Export Service;~~
 - ii. ~~“Effective Date” means date that the Export Agreement comes into effect, as stated in the preamble of this Export Agreement; and~~
 - iii. ~~“Point of Interconnection” means the British Columbia Intertie, Saskatchewan Intertie or Montana Intertie, as indicated in section 2 of this Export Agreement.~~
- (b) ~~Should the ISO tariff, ISO rules or Consolidated Authoritative Document Glossary be amended from time to time during the term of this Export Agreement by approval of the Commission, then such amended ISO tariff, ISO Rules or Consolidated Authoritative Document Glossary will apply to this Export Agreement and this Export Agreement shall be deemed amended upon each such approval.~~
- (c) ~~In the event of any conflict or inconsistency between this document and the ISO tariff, the latter shall prevail.~~

2. POINT OF INTERCONNECTION

- (b) ~~The ISO tariff shall be the ISO tariff in effect from time to time.~~
- (c) ~~In the event of any conflict or inconsistency between this document and the ISO tariff, the latter shall prevail.~~

2. POINT OF INTERCONNECTION

☐ British Columbia Intertie ☐ Saskatchewan Intertie ☐ Montana Intertie

3. SETTLEMENT

3. SETTLEMENT

The ISO ~~shall~~must charge, and the market participant ~~shall~~must pay, amounts in accordance with Rate XOS or Rate XOM, as applicable, commencing on [insert date].

4. ISO OBLIGATION TO PROVIDE SERVICE

Subject to Section ~~75 and 6 of this Export Agreement~~, the ISO ~~shall~~must provide system access service under Rate XOS or Rate XOM, as applicable, to the market participant at the ~~point~~Point of ~~interconnection~~Interconnection pursuant to Section 2 of this Export Agreement.

5. MARKET PARTICIPANT'S OBLIGATION IN RELATION TO SERVICE

If the **market participant** takes **system access service** under Rate XOS or Rate XOM, as applicable, the **market participant** ~~shall~~must take such **system access service** at the ~~point~~Point of ~~interconnection~~Interconnection pursuant to Section 2 of this Export Agreement.

6. **MARKET PARTICIPANT'S PAYMENT OBLIGATION**

The **market participant** ~~shall~~must pay to the **ISO** for **system access service** under Rate XOS or Rate XOM, as applicable, during the term of this Export Agreement the amount required pursuant to Rate XOS or Rate XOM, as applicable.

7. **TERM**

This Export Agreement ~~will commence~~commences on the ~~effective date~~Effective Date and ~~will continue~~continues for a term of one (1) year, expiring on , 201 .

8. **PRIOR AGREEMENTS**

This Export Agreement supersedes and replaces, as of the Effective Date, any other agreement for **system access service** under Rate XOS or Rate XOM, as applicable, between the parties at the ~~point of interconnection~~Point of Interconnection pursuant to Section 2 of this Export Agreement.

9. **MARKET PARTICIPANT'S REPRESENTATIONS AND WARRANTIES**

The **market participant** represents and warrants to the **ISO** as follows:

- (a) the market participant is duly incorporated or organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, and duly registered and authorized to carry on business in the Province of Alberta;
- (b) this Export Agreement has been duly authorized, executed and delivered by the **market participant** and constitutes a legal, valid and binding obligation of the **market participant**, enforceable against it in accordance with its terms, except to the extent that such enforceability may be limited by bankruptcy, insolvency, winding-up, reorganization, and similar laws affecting the enforceability of creditors' rights generally and the availability of equitable remedies such as specific performance or injunction; and
- (c) the authorization, execution and performance by the **market participant** of this Export Agreement:
 - (i) does not and will not violate any laws applicable to the **market participant**; and
 - (ii) is not in contravention of its constituting documents or its by-laws or the provisions of any loan agreement or other agreement to which it is a party or by which it is bound.

10. **NOTICES**

- (a) ~~Notices will~~ A notice must be provided ~~as per Section 15~~ in accordance with subsection 12.4 of the **ISO tariff**, Miscellaneous. The **market participant's** address for notices is:

Attention: _____

Telephone: _____

Fax: _____

Email: _____

- (b)

The **market participant**'s address for invoices, if different from the address for notices, is:

Attention: _____

Telephone: _____

Fax: _____

Email: _____

- (c) The **market participant** must provide any changes to its ~~addresses~~address(es) to the **ISO** using the method posted on the ~~ISO~~AESO website as updated from time to time.

11. AMENDMENTS

- (a) The parties acknowledge that either may request an amendment to this Export Agreement. ~~A party may~~The market participant must request such an amendment by complying with the procedure for amending Export Agreements posted by the **ISO** on its website. ~~If or, if~~ such procedure is not posted, ~~the party requesting an amendment may provide by providing~~ notice to the ~~other requesting such amendment~~ISO.
- (b) Notwithstanding the foregoing, the parties acknowledge that the **ISO tariff**, ISO rules and ~~the ISO rules~~Consolidated Authoritative Document Glossary may be amended from time to time during the term of this Export Agreement by approval of the **Commission** and that this Export Agreement ~~shall be~~is deemed amended upon each such approval.
- (c) Subject to ~~Sections~~subsection 11(b), ~~of this this Export Agreement~~, this Export Agreement may only be amended by written instrument executed by the **ISO** and the **market participant**.

12. MISCELLANEOUS

- (a) ~~The following matters shall be dealt with in accordance with the ISO tariff and the ISO rules:~~
- ~~(i) — Assignment — Section 15 of the ISO tariff.~~
 - ~~(ii) — Confidentiality — ISO rule 103.1.~~
 - ~~(iii) — Dispute Resolution — ISO rule 103.2.~~
- ~~(b) — Force majeure shall be dealt with in accordance with the ISO tariff and the ISO rules.~~
- ~~(c) —~~ Section 6 ~~shall~~will survive the termination of this Export Agreement for either the time provided for in such section or the longest period provided by law.
- ~~(d)~~ This Export Agreement will enure to the benefit and be binding upon the parties to this Export Agreement and their respective successors and permitted assigns.
- ~~(e)~~ No waiver by any party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained in this Export Agreement ~~shall~~will take effect or be binding upon that party unless the waiver is expressed in writing under the authority of that party. Any waiver so given ~~shall~~must extend only to the particular breach so waived and ~~shall~~must not limit or affect any rights with respect to any other or future breach.

(f~~d~~) Time is of the essence.

~~(g) If at any time any one or more of the provisions of this **Export Agreement** is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions of this **Export Agreement** will not in any way be affected or impaired thereby to the fullest extent possible by law.~~

(H~~e~~) This Export Agreement ~~shall be~~is governed by and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, excluding any conflict of laws principles that may apply therein.

(f)

- (f) Whenever possible, each provision of this Export Agreement ~~shall~~must be interpreted in such a manner as to be effective and valid under applicable law, however, each provision of this Export Agreement is intended to be severable and if ~~any~~a provision is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, such provision ~~shall~~will be severed from this Export Agreement and will not affect the legality, validity or enforceability of the remainder of this Export Agreement or any other provision of this Export Agreement.
- (ig) Each party will, from time to time, without further consideration, do such further acts and deliver all such further assurances, deeds and documents as shall be reasonably required in order to fully perform and carry out the terms of this Export Agreement.
- (kh) The parties may execute this Export Agreement by fax, e-mail or other electronic means capable of producing a paper copy, and in separate counterparts, each of which when so executed and delivered ~~shall be an original~~, and all such counterparts taken together ~~shall~~will constitute one instrument.

[Remainder of page intentionally left blank. Signature page to follow.]

By signing this Export Agreement, the **market participant** acknowledges that it has reviewed the **ISO tariff** and fully understands all rights and obligations contained in it.

IN WITNESS WHEREOF the **ISO** and the **market participant** have executed this Export Agreement as of the ~~effective date~~ Effective Date.

~~Independent System Operator~~ ISO, operating as AESO

Per: _____ Date: _____

Name: _____

Title: _____

[insert legal name of corporation or partnership]

Per: _____ Date: _____

Name: _____

Title: _____

ISO Tariff – Appendix B System Access Service Agreement Proforma for Rate XOS and Rate XOM, Export Service



Per: _____ Date: _____

Name: _____

Title: _____

~~[insert legal name of corporation or partnership]~~

Per: _____ Date: _____

Name: _____

SYSTEM ACCESS SERVICE AGREEMENT
FOR IMPORT OPPORTUNITY SERVICE RATE
("Import Agreement")

~~Title: _____~~

ISO Tariff – Appendix B System Access Service Agreement Proforma for Rate IOS, Import Opportunity Service



This Import Agreement effective the 1st day of _____, 201____ (the "~~effective date~~Effective Date").

Between:

Independent System Operator, operating as AESO
a ~~body corporate~~statutory corporation established pursuant to the
Electric Utilities Act (Alberta)
with offices in the City of Calgary,
_ in the Province of Alberta
_(the "ISO")

and

[insert legal name of corporation or partnership],
~~{a body corporate or a }~~[corporation, incorporated] [partnership] organized], incorporated pursuant to
the laws of XXX,
with office[s] in the City of [insert city],
_ in the Province of [insert province]
_(the "~~market participant~~")

RECITALS:

- A. This Import Agreement sets out the particular details of the **system access service** that the **ISO** will provide to the **market participant** under Rate IOS of the **ISO tariff**, *Import Opportunity Service*.
- B. The **ISO tariff** contains additional terms and conditions of **system access service**. This Import Agreement is comprised of both this document and the **ISO tariff**, and accordingly, both this document and the **ISO tariff** must be referred to and administered by the parties, even though the **ISO tariff** is not attached but incorporated into this Import Agreement by reference.

In consideration of the premises to this Import Agreement, the mutual covenants and agreements set forth in this Import Agreement and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of the parties), the parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

- ~~(a)~~ (a) Unless otherwise defined in this Import Agreement, bolded terms, not including headings, used in this ~~document~~Import Agreement have the meanings given to them in the *Consolidated Authoritative Documents*~~Document~~ Glossary. ~~In Capitalized terms have the event of any conflict meanings given to them in the preamble or inconsistency between body of this document and the Consolidated Authoritative Documents Glossary, the latter shall prevail.~~Import Agreement, including:
- ~~(b)~~ The ISO tariff shall be the ISO tariff in effect from time to time.
- ~~(c)~~ i. "Import Agreement" means the this System Access Service Agreement for Import Opportunity Service Rate;

ii. “Effective Date” means date that the Import Agreement comes into effect, as stated in the preamble of this Import Agreement; and

iii. “Point of Interconnection” means the British Columbia Intertie, Saskatchewan Intertie or Montana Intertie, as indicated in section 2 of this Import Agreement.

(b) Should the ISO tariff, ISO rules or Consolidated Authoritative Document Glossary be amended from time to time during the term of this Import Agreement by approval of the Commission, then such amended ISO tariff, ISO Rules or Consolidated Authoritative Document Glossary will apply to this Import Agreement and this Import Agreement shall be deemed amended upon each such approval.

(c) In the event of any conflict or inconsistency between this document and the ISO tariff, the latter shall prevail.

2. POINT OF INTERCONNECTION

☐ British Columbia Intertie ☐ Saskatchewan Intertie ☐ Montana Intertie

3. SETTLEMENT

The ISO ~~shall~~must charge, and the market participant ~~shall~~must pay, amounts in accordance with Rate IOS commencing on [insert date].

4. ISO OBLIGATION TO PROVIDE SERVICE

Subject to Section ~~75 and 6 of this Import Agreement~~, the ISO ~~shall~~must provide **system access service** under Rate IOS to the market participant at the ~~point~~Point of ~~interconnection~~Interconnection pursuant to Section 2 of this Import Agreement.

5. MARKET PARTICIPANT'S OBLIGATION IN RELATION TO SERVICE

If the market participant takes **system access service** under Rate IOS, the market participant ~~shall~~must take such **system access service** at the ~~point~~Point of ~~interconnection~~Interconnection pursuant to Section 2 of this Import Agreement.

6. MARKET PARTICIPANT'S PAYMENT OBLIGATION

The market participant ~~shall~~must pay to the ISO for **system access service** under Rate IOS during the term of this Import Agreement the amount required pursuant to Rate IOS.

7. TERM

This Import Agreement ~~will commence~~commences on the ~~effective date~~Effective Date and ~~will continue~~continues for a term of one (1) year, expiring on _____, 201____.

8. PRIOR AGREEMENTS

This Import Agreement supersedes and replaces, as of the ~~effective date~~Effective Date, any other agreement for **system access service** under Rate IOS between the parties at the ~~point~~Point of ~~interconnection~~Interconnection pursuant to Section 2 of this Import Agreement.

9. MARKET PARTICIPANT'S REPRESENTATIONS AND WARRANTIES

The **market participant** represents and warrants to the **ISO** as follows:

- (a) the market participant is duly incorporated or organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, and duly registered and authorized to carry on business in the Province of Alberta;
- (b) this Import Agreement has been duly authorized, executed and delivered by the **market participant** and constitutes a legal, valid and binding obligation of the **market participant**, enforceable against it in accordance with its terms, except to the extent that such enforceability may be limited by bankruptcy, insolvency, winding-up, reorganization, and similar laws affecting the enforceability of creditors' rights generally and the availability of equitable remedies such as specific performance or injunction; and
- (c) the authorization, execution and performance by the **market participant** of this Import Agreement:
 - (i) does not and will not violate any laws applicable to the **market participant**; and
 - (ii) is not in contravention of its constituting documents or its by-laws or the provisions of any loan agreement or other agreement to which it is a party or by which it is bound.

10. NOTICES

- (a) ~~Notices will~~ A notice must be provided ~~as per Section 15~~ (in accordance with subsection 12.4) of the **ISO tariff, *Miscellaneous***. The **market participant's** address for notices is:

Attention: _____

Telephone: _____

Fax: _____

Email: _____

- (b) The **market participant's** address for invoices, if different from the address for notices, is:

Attention: _____

Telephone: _____

Fax: _____

Email: _____

- (c) The **market participant** must provide any changes to its ~~addresses~~ address(es) to the **ISO** using the method posted on the ~~ISO~~ AESO website as updated from time to time.

11. **AMENDMENTS**

- (a) The parties acknowledge that either may request an amendment to this Import Agreement. ~~A party may~~The market participant must request such an amendment by complying with the procedure for amending Import Agreements posted by the ISO on its website. ~~If or, if~~ such procedure is not posted, ~~the party requesting an amendment may provide by providing~~ notice to the ~~other requesting such amendment~~ISO.
- (b) Notwithstanding the foregoing, the parties acknowledge that the **ISO tariff** ~~and the~~, **ISO rules**, ~~and Consolidated Authoritative Document Glossary~~ may be amended from time to time during the term of this Import Agreement by approval of the **Commission** and that this Import Agreement ~~shall be~~is deemed amended upon each such approval.
- (c) Subject to ~~Sections~~subsection 11(b), ~~of this Import Agreement~~, this Import Agreement may only be amended by written instrument executed by the **ISO** and the **market participant**.

12. **MISCELLANEOUS**

- ~~(a) The following matters shall be dealt with in accordance with the ISO tariff and the ISO rules:~~
 - ~~(i) Assignment – Section 15 of the ISO tariff.~~
 - ~~(ii) Confidentiality – ISO rule 103.1.~~
 - ~~(iii) Dispute Resolution – ISO rule 103.2.~~
- ~~(b) Force majeure shall be dealt with in accordance with the ISO tariff and the ISO rules.~~
- ~~(c) Section 6 shall~~will survive the termination of this Import Agreement for either the time provided for in such section or the longest period provided by law.
- ~~(d)~~ This Import Agreement will enure to the benefit and be binding upon the parties to this Import Agreement and their respective successors and permitted assigns.
- ~~(e)~~ No waiver by any party of any breach (whether actual or anticipated) of any of the terms, conditions, representations or warranties contained in this Import Agreement ~~shall~~will take effect or be binding upon that party unless the waiver is expressed in writing under the authority of that party. Any waiver so given ~~shall~~must extend only to the particular breach so waived and ~~shall~~must not limit or affect any rights with respect to any other or future breach.
- ~~(f)~~ Time is of the essence.
- ~~(g) If at any time any one or more of the provisions of this Import Agreement is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions of this Import Agreement will not in any way be affected or impaired thereby to the fullest extent possible by law.~~
- ~~(h)~~ (e) This Import Agreement ~~shall be~~is governed by and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, excluding any conflict of laws principles that may apply therein.
- (i) Whenever possible, each provision of this Import Agreement ~~shall~~must be interpreted in such a manner as to be effective and valid under applicable law, however, each provision of this Import Agreement is intended to be severable and if ~~any~~any provision is determined

by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, such provision ~~shall~~will be severed from this Import Agreement and will not affect the legality, validity or enforceability of the remainder of this Import Agreement or any other provision of this Import Agreement.

(jg) Each party will, from time to time, without further consideration, do such further acts and deliver all such further assurances, deeds and documents as ~~shall be~~is reasonably required in order to fully perform and carry out the terms of this Import Agreement.

(kh) The parties may execute this Import Agreement by fax, e-mail or other electronic means capable of producing a paper copy, and in separate counterparts, each of which when so executed and delivered ~~shall be an original~~, and all such counterparts taken together ~~shall~~will constitute one instrument.

[Remainder of page intentionally left blank. Signature page to follow.]

By signing this Import Agreement, the **market participant** acknowledges that it has reviewed the **ISO tariff** and fully understands all rights and obligations contained in it.

IN WITNESS WHEREOF the **ISO** and the **market participant** have executed this Import Agreement as of the ~~effective date~~Effective Date.

~~Independent System Operator~~ISO, operating as AESO

Per: _____ Date:

Name:

Title:

[insert legal name of corporation or partnership]

Per: _____ Date:

Name:

Title:

ISO-Tariff—Appendix B Construction Commitment Agreement Proforma

ISO Tariff – Appendix B Construction Commitment Agreement Proforma

THIS CONSTRUCTION COMMITMENT AGREEMENT made

This Construction Commitment Agreement effective as of the ____ day of _____, 201____ (the “Effective Date”)

BETWEEN:

[Insert Name of Legal Owner of the Transmission Facility],
a corporation, incorporated ~~under~~ pursuant to the laws of XXX,
with office[s] in the City of [insert city], in the Province of Alberta (hereinafter referred to as [insert province]
(the “TFO”)

– and –

[Insert Name of Market Participant],
a ~~corporation,~~ incorporated ~~under~~ [partnership organized], incorporated pursuant to the laws of XXX,
with office[s] in the City of [insert city], in the Province of (hereinafter referred to as the “Market Participant [insert province]
(the “market participant”)

RECITALS

- A. ~~WHEREAS the Market Participant~~ **The market participant** has requested **system access service** from the ~~Independent System Operator~~ **ISO**, operating as the Alberta Electric System Operator, ~~(the “ISO”)~~ and intends to enter into, or amend, a **system access service** agreement with the **ISO** in relation to [Insert Connection Project Name and Number as provided by the ISO];
- B. ~~AND WHEREAS the~~ **The** provision or amendment of **system access service** will require the construction of a new transmission facilities **facility** and a commitment by the ~~Market Participant~~ **market participant** in relation to the expenditure of capital for such construction;
- C. ~~AND WHEREAS the~~ **The** **ISO Tariff** **tariff** requires the ~~Market Participant~~ **market participant** to provide ~~Financial Security~~ **financial security or a construction contribution**, or both, to the TFO, ~~to pay a Construction Contribution to the TFO, or both, with respect to the Market~~

ISO Tariff – Appendix B
Construction Commitment Agreement Proforma (continued)

~~Participant's Financial Obligation for the Connection Project~~ in the amounts determined pursuant to the **ISO Tariff**tariff;

- D. ~~AND WHEREAS prior~~ Prior to commencing the Project Work, as set out in the attached Schedule "A" ~~hereto~~, the **ISO Tariff**tariff requires the ~~Market Participant~~market participant to enter into an agreement substantially in the form of this Construction Commitment Agreement with the TFO and to hold the TFO harmless from any negative financial consequences related to the cancellation of the Connection Project; and

~~NOW THEREFORE in~~ E. The **ISO tariff** contains additional terms and conditions of **system access service**. This Construction Commitment Agreement is comprised of both this document and the ISO tariff, and accordingly, both this document and the **ISO tariff** must be referred to and administered by the parties, even though the **ISO tariff** is not attached but incorporated into this Construction Commitment Agreement by reference.

In consideration of the mutual covenants and agreements set forth ~~herein~~ in this Construction Contribution Agreement and other good and valuable consideration, the receipt and sufficiency of which is ~~hereby~~ acknowledged by each of the parties, the parties ~~hereby~~ agree as follows:

Interpretation and Definitions

1. ~~In this Agreement:~~
 - (a) ~~unless the context requires~~ Unless otherwise, words defined in ~~the singular include the plural and words in the plural include the singular~~;
 - (b) ~~"may" is to be construed as permissive and empowering and "must", "shall" and "will" are to be construed as imperative~~;
 - (c) ~~the use of the word "this Construction Commitment Agreement, bolded terms, not including" is not to be construed as being restrictive; and~~
 - (d) ~~capitalized words and phrases~~ headings, used in this Construction Commitment Agreement have the meanings given to them in the Consolidated Authoritative Document Glossary. Capitalized terms have the meanings given to them in the preamble or body of this Agreement, ~~and in addition the following terms shall have the meanings provided below:~~
 - (i) ~~"Act" means the Electric Utilities Act and any regulations made under it.~~
 - (a) (ii) ~~"Agreement" means this Construction Commitment Agreement and all amendments hereto, including all Schedules attached herewith and amendments thereto;~~
 - (iii)
 - (i) ~~"Cancellation Costs" means all Connection Project costs actually incurred by the TFO prior to cancellation of the Connection Project, or reasonably required to be incurred by the TFO after cancellation of the Connection Project, including costs arising from preparation of the connection proposal, preparation of the facility application and construction of the Connection Project, as documented in the construction commitment agreement required by subsection 2 of section 5 of the ISO Tariff~~tariff; third-party

ISO Tariff – Appendix B
Construction Commitment Agreement Proforma (continued)

cancellation costs and penalties; costs for material salvage; and reclamation of ~~the any~~ related construction ~~site~~;

~~(ii)~~ (iv) —“Cancellation Event” means an event described in paragraph 10 or 11 of this Construction Commitment Agreement which leads to or may lead to the cancellation of the Connection Project;

~~(v)~~ —“**Commercial Operation**” means ~~the date upon which a load, generating unit or aggregated generating facility begins to operate on the transmission system in a manner which is acceptable to the ISO and which is expected to be normal for it to so operate, after energization and commissioning.~~

~~(vi)~~ —“**Commission**” as defined in the Act means the Alberta Utilities Commission established by the *Alberta Utilities Commission Act*.

~~(iii)~~ (vii) —“Connection Project” means a new transmission facilities~~facility~~ constructed by the TFO at the request of the ~~Market Participant~~ market participant for **system access service**;

~~(viii)~~ —“**Construction Contribution**” means ~~the financial contribution in aid of construction, in excess of any available maximum local investment, that a Market Participant must pay for the construction and associated costs of transmission facilities required to provide system access service.~~

~~(ix)~~ —“**Financial Obligation**” for the purpose of this Agreement means ~~any debt, payment or similar obligation of the Market Participant actually incurred or likely to be incurred in accordance with section 5 of the ISO Tariff or under any terms of an agreement or other document between the Market Participant and the TFO.~~

~~(x)~~ —“**Financial Security**” for the purpose of this Agreement means ~~sufficient enforceable credit support to secure the Financial Obligations of the Market Participant to the ISO or the TFO.~~

~~(iv)~~ (xi) —“Construction Commitment Agreement” means this Construction Commitment Agreement;

~~(v)~~ —“Effective Date” means date that this Construction Commitment Agreement comes into effect, as stated in the preamble of this Construction Commitment Agreement;

~~(vi)~~ —“Guarantor” means an entity that provides a guarantee on behalf of the Market Participant market participant;

~~(xii)~~ —“**ISO Tariff**” as defined in the Act means ~~the tariff prepared by the ISO under section 30 of the Act that has been approved by the Commission, as amended from time to time.~~

~~(xiii)~~ —“**Material Adverse Change**” for the purpose of this Agreement means ~~a downgrade in the credit rating of the Market Participant or its Guarantor by any credit rating agency, or an event that may result in the materially weaker creditworthiness of the Market Participant or its Guarantor as would be reasonably determined by the TFO.~~

ISO Tariff – Appendix B
Construction Commitment Agreement Proforma (continued)

~~(vii)~~ ~~(xiv)~~—“Project Work” means the work for the Connection Project as set out in Schedule “A” to this Agreement.

~~(viii)~~ ~~(xv)~~—“Schedules” means the following Schedules attached to this Agreement, and all amendments to such Schedules:

Schedule “A” – Project Work and Financial Obligation

Schedule “B” – Construction Contribution and Financial Security; and

(b) Should the ISO tariff, ISO rules, or Consolidated Authoritative Document Glossary be amended from time to time during the term of this Construction Commitment Agreement by approval of the Commission, then such amended ISO tariff, ISO Rules, or Consolidated Authoritative Document Glossary will apply to this Construction Commitment Agreement and this Construction Commitment Agreement shall be deemed amended upon each such approval.

(c) In the event of any conflict or inconsistency between this document and the ISO tariff, the latter shall prevail.

Term of Agreement

2. This Construction Commitment Agreement ~~shall take~~takes effect on the Effective Date and ~~shall remain~~remains in full force and effect until:
 - (a) the Connection Project begins ~~Commercial Operation~~commercial operation; or
 - (b) ~~if~~ upon the occurrence of a Cancellation Event, the Connection Project is cancelled and all amounts owing to the TFO hereunder have been paid in full.

ISO Tariff

- ~~3. In addition to the obligations of the parties pursuant to this Agreement:~~
 - ~~(a) the Market Participant shall remain fully subject to the ISO Tariff in respect of the Connection Project; and~~
 - ~~(b) with the exception of terms stated to be defined for the purpose of this Agreement, in the event of any conflict or inconsistency between the provisions of this Agreement and the ISO Tariff, the provisions of the ISO Tariff shall prevail.~~

Construction Contribution and Financial Security

4. The ~~Market Participant will~~market participant must pay to the TFO a ~~Construction Contribution~~construction contribution required in respect of its ~~Financial Obligation~~financial obligation for the Connection Project in accordance with section ~~56~~ of the ~~ISO Tariff~~tariff. The ~~Market Participant~~market participant will pay the ~~Construction Contribution~~construction contribution in the amounts and at the times set out and described in the Schedules ~~(as amended from time to time)~~, each such payment being an absolute transfer of ownership in the funds to the TFO as a payment for the Project Work.

ISO Tariff – Appendix B
Construction Commitment Agreement Proforma (continued)

5. For a Connection Project that is eligible for local investment, the ~~Market Participant~~market participant will also provide or cause to be provided to the TFO the ~~Financial Security~~financial security required in accordance with section 56 of the ISO Tariff as security for the payment and performance of all present and future debts, costs and ~~Financial Obligations~~financial obligations of the ~~Market Participant~~market participant to the TFO arising pursuant to this ~~Construction Commitment~~Construction Contribution Agreement other than those for which the ~~Construction Contribution~~construction contribution is paid. The ~~Market Participant~~market participant will provide or cause to be provided the ~~Financial Security~~financial security in the amounts and at the times set out and described in the Schedules, ~~as amended from time to time~~.
6. The ~~Construction Contribution~~construction contribution and ~~Financial Security~~financial security ~~shall~~must in aggregate be in an amount adequate to fund the ~~Financial Obligation~~financial obligation arising from the Project Work, as determined pursuant to section 56 of the ISO ~~Tariff~~tariff.
7. All changes to the ~~Construction Contribution~~construction contribution and ~~Financial Security~~financial security ~~shall~~must be documented in duly executed amended Schedules by the parties reflecting the change.
8. If all or part of the ~~Financial Obligation~~financial obligation of the ~~Market Participant~~market participant pursuant ~~hereto~~is ~~unsecured~~is ~~or if its Guarantor has provided a guarantee as~~is ~~Financial Security~~financial security, and the ~~Market Participant~~market participant becomes aware of ~~any Material Adverse Change~~a material adverse change in respect of the ~~Market Participant~~market participant or Guarantor, the ~~Market Participant~~market participant ~~shall~~must provide written notice thereof to the TFO and to the ISO within two (2) ~~business days~~business days of becoming aware of the occurrence of such ~~Material Adverse Change~~material adverse change. Upon the occurrence of a ~~Material Adverse Change~~material adverse change, the TFO may require the ~~Market Participant~~market participant to provide additional or replacement ~~Financial Security~~financial security.
9. In determining whether ~~an event of Material Adverse Change~~a material adverse change has occurred, consideration must be given to ~~any~~an event, circumstance or change which affects or ~~would~~is reasonably ~~be~~be expected to affect:
 - (a) the financial condition of the ~~Market Participant~~market participant or ~~any~~its Guarantor;
 - (b) the ability of the ~~Market Participant~~market participant or ~~any~~its Guarantor to perform its obligations under ~~any~~any Financial Security; or
 - (c) the assets or business of the ~~Market Participant~~market participant or ~~any~~its Guarantor.

ISO Tariff – Appendix B
Construction Commitment Agreement Proforma (continued)

Cancellation of Connection Project

10. The Connection Project ~~will~~must be cancelled if:
 - (a) the ~~Market Participant~~market participant informs the **ISO** or the TFO of the cancellation of the Connection Project;
 - (b) the **ISO** cancels the Connection Project due to the ~~Market Participant's~~market participant's failure to meet ~~any~~critical requirements under subsection ~~7 of section 43.2~~ of the ~~ISO Tariff~~tariff; or
 - (c) the **ISO** cancels the Connection Project after reasonably concluding, based on the action or inaction of the ~~Market Participant~~market participant, that the ~~Market Participant~~market participant is not proceeding with the Connection Project.
11. The Connection Project may be cancelled by the TFO ~~in accordance with the ISO Tariff~~ upon the occurrence of any of the following events:
 - (a) the ~~Market Participant~~market participant fails to provide or cause to be provided the ~~Financial Security~~financial security in the form and amount set out in Schedule "B" concurrently with the execution and delivery of this Construction Commitment Agreement, or ~~thereafter~~subsequently in forms and amounts set out in any amended Schedule "B", or fails to provide or cause to be provided such additional guarantee(s), security or other documents as it may be required to deliver to the TFO pursuant to the terms and conditions ~~hereof of this Construction Commitment Agreement~~;
 - (b) the **Commission** rejects or fails to approve the relevant application for the Connection Project;
 - (c) the ~~Market Participant~~market participant fails to:
 - (i) execute a **system access service** agreement ~~(as set out in Appendix B of the ISO's standard form);~~ISO tariff; or
 - (ii) enter into an amendment of its existing **system access service** agreement with respect to the Connection Project ~~(as set out in Appendix B of the ISO's standard form);~~ISO tariff,

in accordance with the ISO tariff; ~~at least three (3) business days prior to the start of the month of planned energization;~~
 - (d) the ~~Market Participant~~market participant or ~~any its~~any Guarantor breaches ~~any~~any term, condition, agreement or covenant under this Construction Commitment Agreement or the ~~Financial Security~~financial security and fails to remedy ~~such the~~such the breach within five (5) **business days** of receipt of written notice of ~~such the~~such the breach by the TFO to the ~~Market Participant~~market participant;
 - (e) ~~any~~any representation or warranty made or given by the ~~Market Participant~~market participant in connection with this Construction Commitment Agreement is shown to be untrue or incorrect ~~as at the date when it was made or given~~ at the Effective Date or

ISO Tariff – Appendix B
Construction Commitment Agreement Proforma (continued)

ceases to be true and correct during the term of this Construction Commitment Agreement;

- (f) the ~~Market Participant~~market participant or ~~anyits~~ Guarantor is found to be insolvent or bankrupt by a court of competent jurisdiction or makes an authorized assignment of its assets or a compromise or arrangement for the benefit of its creditors, makes a proposal to its creditors under the *Bankruptcy and Insolvency Act* (Canada), seeks relief under the *Companies' Creditors Arrangement Act* (Canada), the *Winding Up Act* (Canada) or any other bankruptcy, insolvency or analogous law in Canada or the United States, files a petition or proposal to take advantage of any act of insolvency, consents to or acquiesces in the appointment of a trustee, receiver, receiver and manager, interim receiver, custodian or other person with similar powers over all or any substantial portion of its assets, files a petition or otherwise commences ~~anya~~ proceeding seeking ~~anya~~ reorganization, arrangement, composition or readjustment under ~~anya~~ applicable bankruptcy, insolvency, moratorium, reorganization or other similar law affecting creditor's rights or consents to, or acquiesces in, the filing of such a petition; or if a petition in bankruptcy is filed or presented against the ~~Market Participant~~market participant or ~~anyits~~ Guarantor;
- (g) ~~therea formal or informal proceeding~~ is instituted by or against the ~~Market Participant~~market participant or ~~anyits~~ Guarantor ~~any formal or informal proceeding~~ for the dissolution or liquidation of, settlement of claims against, or winding up of the affairs of, the ~~Market Participant~~market participant or ~~anyits~~ Guarantor, or a resolution is passed for dissolution, liquidation or winding up the ~~Market Participant~~market participant or ~~anyits~~ Guarantor;
- (h) the ~~Market Participant~~market participant or ~~anyits~~ Guarantor ceases or threatens to cease to carry on business or makes or agrees to make a bulk sale of assets or commits or threatens to commit an act of bankruptcy;
- (i) a receiver, receiver and manager or interim receiver is appointed for all or any part of the property, assets or undertaking of the ~~Market Participant~~market participant or ~~anyits~~ Guarantor;
- (j) the ~~Market Participant~~market participant creates or permits to exist ~~anya~~ charge, security interest, lien, encumbrance or claim against any of the collateral charged under the ~~Financial Security~~financial security which ranks or could in any event rank in priority to or ~~pari passu~~equally with the ~~Financial Security~~financial security;
- (k) the holder of ~~anya~~ charge, security interest, lien, encumbrance or claim against ~~any of thea~~ collateral charged under the ~~Financial Security~~financial security does anything to enforce or realize on ~~suchthe~~ charge, security interest, lien, encumbrance or claim; or
- (l) with respect to ~~anya~~ letter of credit provided to the TFO, if replacement ~~Financial Security~~financial security is requested and not provided by the ~~Market Participant~~market participant within two (2) **business days of the request** due to any of the following events:
 - (i) the issuer of the letter of credit is no longer acceptable to the TFO, at its sole discretion;

ISO Tariff – Appendix B
Construction Commitment Agreement Proforma (continued)

- (ii) the issuer of the letter of credit fails to comply with or perform its obligations under such letter of credit if such failure continues after the lapse of ~~anyan~~ applicable grace period;
 - (iii) the issuer of ~~such~~the letter of credit disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, such letter of credit;
 - (iv) ~~such~~the letter of credit expires or terminates, or ceases to be in full force and effect for the purposes of this Construction Commitment Agreement (in either case other than in accordance with its terms) prior to the satisfaction of all obligations of the ~~Market Participant~~market participant under this Construction Commitment Agreement without the written consent of the TFO;
 - (v) there are less than twenty (20) **business days** remaining until expiry of ~~such~~the letter of credit; or
 - (vi) ~~anyan~~ event analogous to a ~~Material Adverse Change~~material adverse change occurs with respect to the issuer of ~~such~~the letter of credit.
12. If ~~upon, the Connection Project is cancelled due to~~ the occurrence of a Cancellation Event ~~the Connection Project is cancelled~~, the TFO, without limiting or restricting other rights or remedies under contract, at law or in equity:
- (a) ~~shall~~must:
 - (i) cease to perform any Project Work;
 - (ii) demand immediate payment of all Cancellation Costs; and
 - (iii) if applicable, demand immediate payment under any guarantee granted to the TFO;

and
 - (b) may do one or both of the following:
 - (iv) exercise its rights under all or any part of the ~~Financial Security~~financial security, and any other security in respect of the Connection Project provided by the ~~Market Participant~~market participant to the TFO under separate construction commitment agreements; and
 - (v) commence ~~such~~a legal ~~actions~~action or ~~proceedings~~proceeding against the ~~Market Participant~~market participant or its Guarantor ~~as it determines~~.
13. Upon the occurrence of a Cancellation Event, the TFO ~~shall~~must use, and ~~shall~~must cause its contractors to use, reasonable commercial efforts to minimize the amount of the Cancellation Costs to the extent within their control.
14. The TFO ~~shall~~must at all times maintain accurate accounts, records, invoices and third-party invoices for all Connection Project costs, including all Cancellation Costs, which ~~will bear~~will bear prima facie evidence of the amounts owing to the TFO by the ~~Market Participant~~market participant.

ISO Tariff – Appendix B
Construction Commitment Agreement Proforma (continued)

15. The ~~Market Participant shall forthwith~~market participant must, upon demand having been made ~~therefore~~ by the TFO following the occurrence of a Cancellation Event, pay the Cancellation Costs to the TFO ~~without delay~~. If the ~~Market Participant~~market participant fails to pay to the TFO the Cancellation Costs upon demand, the TFO ~~shall have~~has all remedies available pursuant to the ~~ISO Tariff~~tariff and may charge the ~~Market Participant~~market participant interest calculated at the TFO's bank prime rate plus 6% on all amounts outstanding from the date of demand to the date of payment to the TFO.

Representations and Warranties

15. The ~~Market Participant~~market participant represents and warrants to the TFO as follows:
- (a) the ~~Market Participant~~market participant is duly incorporated or organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization;
 - (b) the ~~Construction Contribution~~construction contribution and ~~Financial Security~~financial security are provided to the TFO free and clear of any and all security interests, mortgages, liens, charges, and encumbrance of any nature;
 - (c) this Construction Commitment Agreement has been duly authorized, executed and delivered by the ~~Market Participant~~market participant and constitutes a legal, valid and binding obligation of the ~~Market Participant~~market participant, enforceable against it in accordance with its terms, except to the extent that such enforceability may be limited by bankruptcy, insolvency, winding-up, reorganization, and similar laws affecting the enforceability of creditors' rights generally and the availability of equitable remedies such as specific performance or injunction; and
 - (d) the authorization, execution and performance by the ~~Market Participant~~market participant of this Construction Commitment Agreement:
 - (i) does not and will not violate any laws applicable to the ~~Market Participant~~market participant; and
 - (ii) is not in contravention of its constituting documents or its by-laws or the provisions of any loan agreement or other agreement to which it is a party or by which it is bound.
16. The TFO represents and warrants to the ~~Market Participant~~market participant as follows:
- (a) the TFO is duly incorporated or organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization;
 - (b) this Construction Commitment Agreement has been duly authorized, executed and delivered by the TFO and constitutes a legal, valid and binding obligation of the TFO, enforceable against it in accordance with its terms, except to the extent that such enforceability may be limited by bankruptcy, insolvency, winding-up, reorganization, and similar laws affecting the enforceability of creditors' rights generally and the availability of equitable remedies such as specific performance or injunction; and
 - (c) the authorization, execution and performance by the TFO of this Construction Commitment Agreement:

ISO Tariff – Appendix B
Construction Commitment Agreement Proforma (continued)

- (i) does not and will not violate any laws applicable to the TFO; and
- (ii) is not in contravention of its constating documents or its by-laws or the provisions of any loan agreement or other agreement to which it is a party or by which it is bound.

General

- 17. The ~~Market Participant will~~market participant must pay for the TFO's legal fees (on a solicitor and client basis) and other costs, charges and expenses in respect of the enforcement of this Construction Commitment Agreement and the ~~Financial Security~~financial security by the TFO.
- 18. In this Construction Commitment Agreement:
 - (a) ~~any~~ notice or communication required or permitted to be given under this Construction Commitment Agreement ~~will~~must be in writing and ~~will be~~is considered to have been duly given if delivered by hand or courier, transmitted by ~~facsimile transmission address or facsimile transmission number~~fax, or delivered by e-mail, ~~eto~~ each party set out below:
 - (i) if to the ~~Market Participant~~market participant:
 -
 - Attention: •
 - Fax No: •
 - E-mail: •
 - ~~Attention: •~~
 - ~~Fax No: •~~
 - ~~E-mail: •~~

ISO Tariff – Appendix B
Construction Commitment Agreement Proforma (continued)

(ii) if to the TFO:

-
- Attention: •
- Fax No: •
- E-mail: •

(iii) if to the ISO:

Alberta Electric System Operator
2500, 330 – 5th Ave SW
Calgary, Alberta T2P 0L4

~~Attention: •~~

~~Fax No: •~~

~~E-mail: •~~

E-mail: ISOtariffnotice@aeso.ca

(iv) to ~~such other another~~ address, fax or ~~facsimile transmission number email~~ as any party may designate by providing notice of the same to all parties.

(b) notice or communication ~~will be~~ considered to have been received if delivered by hand or courier during business hours on a **business day**, upon receipt by a responsible representative of the receiver, and if not delivered during business hours, upon the commencement of business hours on the next **business day**, and if sent by ~~facsimile transmission fax~~ or e-mail during business hours on a **business day**, upon the sender receiving confirmation of the ~~transmission fax~~ or e-mail delivery, and if not ~~transmitted sent~~ during business hours, upon the commencement of business hours on the next **business day**.

19. ~~This The market participant must not assign this Construction Commitment Agreement may not be assigned by the Market Participant~~ without the prior written consent of the TFO.
20. ~~This The TFO must not assign this Construction Commitment Agreement may not be assigned by the TFO~~ without the prior written consent of the ~~Market Participant~~ market participant, except that the TFO may assign its interest in this Construction Commitment Agreement to the **ISO** without the consent of the ~~Market Participant~~ market participant.
21. Without prejudice to the ~~Market Participant's~~ market participant's obligation to pay Cancellation Costs, nothing in this Construction Commitment Agreement is to be construed as an obligation on the part of the ~~Market Participant~~ market participant to proceed with the Connection Project.
22. This Construction Commitment Agreement ~~will enure~~ enures to the benefit of and will be binding upon the parties ~~hereto~~ and their respective successors and permitted assigns.
23. No failure or delay on the TFO's part in exercising any power or right ~~hereunder will operate as provided in this Construction Commitment Agreement operates~~ as a waiver ~~thereof of this Construction Commitment Agreement~~.
24. The TFO's rights and remedies ~~hereunder as provided in this Construction Commitment Agreement~~ are cumulative and not exclusive of any right a right or ~~remedies remedy~~ at law or in equity.

ISO Tariff – Appendix B
Construction Commitment Agreement Proforma (continued)

25. Time is of the essence.
26. ~~Whenever possible, each provision of this Agreement~~ Construction Commitment Agreement must be interpreted in such a manner as to be effective and all documents or instruments delivered hereunder ~~invalid under applicable law, however, each provision of this Construction Commitment Agreement is intended to be severable and if a provision is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, such provision will be severed from this Construction Commitment Agreement and will not affect the legality, validity or enforceability of the remainder of this Construction Commitment Agreement or any other provision of this Construction Commitment Agreement.~~
26. ~~If at any time any one or more of the provisions hereof is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby to the fullest extent possible by law.~~
27. This Agreement ~~will~~ is be governed by and interpreted in accordance with the laws of the Province of Alberta and the laws of Canada ~~applicable therein. The Market Participant. The market participant~~ and the TFO submit to the nonexclusive jurisdiction of the Courts of the Province of Alberta and agree to be bound by ~~any~~ any suit, action or proceeding commenced in such Courts and by ~~any~~ any order or judgment resulting from such suit, action or proceeding, but the foregoing ~~will~~ in no way ~~limit~~ limits the right of the TFO to commence suits, actions or proceedings based on this Construction Commitment Agreement in any jurisdiction it may deem appropriate.
28. This Construction Commitment Agreement may be varied or amended only by or pursuant to an agreement in writing signed by the parties ~~hereto~~.
29. All Schedules ~~attached hereto will be~~ are deemed fully to be a part of this Agreement. The Schedules may be varied or amended provided such amendments are signed by the parties ~~hereto~~, as provided in the Schedules.
30. This Agreement may be signed in one or more counterparts, originally or by ~~facsimile, fax, e-mail or other electronic means capable of producing a paper copy, and~~ each such counterpart taken together will form one and the same agreement.

[Remainder of page intentionally left blank. Signature page to follow.]

ISO Tariff – Appendix B
Construction Commitment Agreement Proforma (continued)

THE TFO AND THE MARKET PARTICIPANT have executed this Construction Commitment Agreement as of the Effective Date:

INSERT FULL NAME OF TFO

By: _____

Name (print): _____

Title (print): _____

INSERT FULL NAME OF MARKET PARTICIPANT

By: _____

Name (print): _____

Title (print): _____

SCHEDULE “A”

To the Construction Commitment Agreement

Between

[Insert Name of Legal Owner of the Transmission Facility],
a ~~[corporation, incorporated under]~~ **[partnership organized]**, incorporated pursuant to the
laws of XXX,
~~with office[s] in the City of [insert city], in the Province of Alberta (hereinafter referred to as [insert~~
~~province]~~
~~(the “TFO”)~~

– and –

[Insert name of Market Participant],
a ~~[corporation, incorporated under]~~ **[partnership organized]**, incorporated pursuant to the
laws of XXX,
~~with office[s] in the City of [insert city], in the Province of~~ ~~• (hereinafter referred to as the “Market~~
~~Participant [insert province]~~
~~(the “market participant”)~~

PROJECT WORK AND FINANCIAL OBLIGATION

For Connection Project **[insert project name]**

[Author: If this is a replacement an amended Schedule “A”, keep the language in the following language first three paragraphs and the word “amended” in the fourth paragraph and in the “IN WITNESS WHEREOF” paragraph:

The TFO and ~~Market Participant~~ **market participant** have agreed to amend the Construction Commitment Agreement pursuant to the terms and conditions contained ~~herein this amended Schedule “A”.~~

In consideration of the premises ~~hereto, in this amended Schedule “A”~~, the mutual covenants and agreements ~~hereinafter~~ set forth and for other good and valuable consideration (the receipt and sufficiency of which is ~~hereby~~ acknowledged by each of the parties ~~hereto~~), the parties ~~hereby~~ agree to amend this Schedule “A” as provided below.

Effective ~~as of the latest date of signature stated below, and~~ upon execution of this amended Schedule “A”, ~~being the latest date of signature stated below~~, the Schedule “A” effective on **[insert date]** is deleted in its entirety and replaced with this amended Schedule “A”.]

This **[amended]** Schedule “A” describes the Project Work to be performed by the TFO for the Connection Project. The Project Work as referenced in the Construction Commitment Agreement includes the following:

[Insert amounts next to applicable selections]

ISO Tariff – Appendix B
Construction Commitment Agreement Proforma (continued)

[Author: The table below should be revised to reflect the agreed upon Project Work and payment schedule, including any agreed upon changes to the description of work, number of stages or number of steps.]

ISO Tariff – Appendix B
Construction Commitment Agreement Proforma (continued)

Project Work	Estimated Costs	Date of Issue
[add description of work. For example: Stages 1 and 2 Activities: preparation and support for connection proposal, including connection study scope, technical studies, order-of-magnitude cost estimates, and project management [add description of any additional work]]	Amount in words Canadian dollars plus GST (CND \$ Amount in numbers + GST).	
Stages 3 and 4 Activities: preparation and support for submission and approval of a proposal to provide service (PPS), participant involvement program (PIP) and facilities application (FA) [add description of any additional work]	Amount in words Canadian dollars plus GST (CND \$ Amount in numbers + GST).	
Stages 5 and 6 Costs: Construction Costs – Step 1 [add description of any additional work]	Amount in words Canadian dollars plus GST (CND \$ Amount in numbers + GST).	
Stages 5 and 6 Costs: Construction Costs – Step 2 [add description of any additional work]	Amount in words Canadian dollars plus GST (CND \$ Amount in numbers + GST).	
Stages 5 and 6 Costs: Construction Costs – Step 3 [add description of any additional work]	Amount in words Canadian dollars plus GST (CND \$ Amount in numbers + GST).	
[Additional construction steps as required]	Amount in words Canadian dollars plus GST (CND \$ Amount in numbers + GST).	
[Additional detail for any stages as required]	Amount in words Canadian dollars plus GST (CND \$ Amount in numbers + GST).	
Total Costs as of [Insert Date]		

Provided the TFO has confirmed to the ISO that the ~~Market Participant~~**market participant** has delivered the ~~Financial Obligation~~**financial obligation** for the Project Work to the TFO, and provided that the Cancellation Costs for the Project Work do not exceed Insert Connection Project total in words Canadian dollars plus GST (CND \$ Connection Project total in numbers + GST), the ISO will direct the TFO to proceed with Project Work issued prior to permit and licence being granted by the **Commission**.

The required ~~Construction Contribution~~**construction contribution**, if any, is set out ~~on~~**in** Schedule “B”.

IN WITNESS WHEREOF, the parties acknowledge that they have read this **[amended]** Schedule “A”, understand it, and agree to be bound by it and have caused it to be executed by their duly authorized representatives effective as of the latest date of signature stated below.

ISO Tariff – Appendix B
Construction Commitment Agreement Proforma (continued)

[INSERT FULL NAME OF TFO]

By: _____

Name (print): _____

Title (print): _____

Date: _____

[INSERT FULL NAME OF MARKET PARTICIPANT]

By: _____

Name (print): _____

Title (print): _____

Date: _____

SCHEDULE “B”

To the Construction Commitment Agreement

Between

[Insert Name of Legal Owner of the Transmission Facility],
a ~~[corporation, incorporated under]~~ **[partnership organized]**, incorporated pursuant to the
laws of XXX,
~~with office[s] in the City of [insert city], in the Province of Alberta (hereinafter referred to as [insert~~
~~province]~~
~~(the “TFO”)~~

– and –

[Insert name of Market Participant],
a ~~[corporation, incorporated under]~~ **[partnership organized]**, incorporated pursuant to the
laws of XXX,
~~with office[s] in the City of [insert city], in the Province of (hereinafter referred to as the “Market~~
~~Participant [insert province]~~
~~(the “market participant”)~~

CONSTRUCTION CONTRIBUTION AND FINANCIAL SECURITY

For Connection Project **[insert project name]**

[Author: If this is a replacement an amended Schedule “B”, keep the language in the following language first three paragraphs and the word “amended” in the fourth paragraph and in the “IN WITNESS WHEREOF” paragraph:

The TFO and ~~Market Participant~~ **market participant** have agreed to amend the Construction Commitment Agreement pursuant to the terms and conditions contained ~~herein this amended Schedule “B”.~~

In consideration of the premises ~~hereto, in this amended Schedule “B”,~~ the mutual covenants and agreements ~~hereinafter~~ set forth and for other good and valuable consideration (the receipt and sufficiency of which is ~~hereby~~ acknowledged by each of the parties ~~hereto~~), the parties ~~hereby~~ agree to amend this Schedule “B” as provided below.

Effective ~~as of the latest date of signature stated below, and~~ upon execution of this amended Schedule “B”, ~~being the latest date of signature stated below,~~ the Schedule “B” effective on **[insert date]** is deleted in its entirety and replaced with this amended Schedule “B”.]

This **[amended]** Schedule “B” describes the ~~Construction Contribution and Financial Security~~ **construction contribution and financial security** to be provided to the TFO as of **[Insert Current Date]**. The ~~Construction Contribution~~ **construction contribution** and ~~Financial Security~~ **financial security** as referenced in the Construction Commitment Agreement includes the following:

ISO Tariff – Appendix B
Construction Commitment Agreement Proforma (continued)

1. ~~Pursuant to subsection 3 of section 5 of the ISO Tariff, a legal owner of an electric distribution system that is regulated by the Commission is not required to provide Financial Security up to the maximum local investment.~~
2. ~~Upon execution of the Construction Commitment Agreement, the Market Participant shall~~**market participant must** provide to the TFO one or more of the following as determined in accordance with section ~~56~~ of the ~~ISO Tariff~~**tariff**:
 - (a) **Construction** ~~Contribution~~**contribution** (cash payment) in the amount of **Amount in words** Canadian dollars plus GST (CDN \$ **Amount in numbers** + GST); and
 - (b) **Financial** ~~Security~~**security** in one or more of the following forms:
 - (i) an unconditional and irrevocable standby letter of credit payable on demand to the TFO and issued from a Canadian chartered bank or other comparable financial institution acceptable to the TFO in the amount of **Amount in words** Canadian dollars plus GST (CDN \$ **Amount in numbers** + GST);
 - (ii) a cash collateral deposit ~~able to be~~**capable of being** registered as a first security interest held by the TFO in the amount of **Amount in words** Canadian dollars plus GST (CDN \$ **Amount in numbers** + GST); or
 - (iii) alternative **financial security** in a form, substance and amount determined at the sole discretion of the TFO.
32. The ~~Market Participant shall~~**market participant must** execute and if applicable, cause to have executed all security agreements and documentation in form and substance required from time to time by the TFO in its sole absolute discretion.

IN WITNESS WHEREOF, the parties acknowledge that they have read this **[amended]** Schedule “B”, understand it, and agree to be bound by it and have caused it to be executed by their duly authorized representatives effective as of the latest date of signature stated below.

[INSERT FULL NAME OF TFO]

[INSERT FULL NAME OF MARKET PARTICIPANT]

By: _____

By: _____

Name (print): _____

Name (print): _____

Title (print): _____

Title (print): _____

Date: _____

Date: _____

ISO Tariff – Appendix C

Procedure for Foreseeable Transmission Must-Run Service



PROCEDURE FOR FORESEEABLE TRANSMISSION MUST-RUN SERVICE

1 This appendix shall come into force upon the approval of the *Settlement Agreement* by the Alberta Energy and Utilities Board and remain in force until replaced or revised through the creation of an **ISO rule** following reasonable efforts by all parties hereto to develop same.

2 The **ISO** shall issue an expression of interest inviting eligible **market participants** to express interest in contracting with the **ISO** for the supply of transmission must-run service, where an existing contract is not in effect. (Reference #1 in below diagram)

3 Based on **market participant** response to the expression of interest, the **ISO** shall fairly and reasonably determine if the expression of interest is contestable (Reference #2 in below diagram). The advice and direction of the **Market Surveillance Administrator** will be sought in all such matters and, should the subsequent determination be disputed the issue of whether the expression of interest is contestable may be determined by the **Commission**. (Reference #4 in below diagram)

4 Upon determination by the **ISO** that the expression of interest is contestable a request for proposal shall be issued by the **ISO** (Reference #3 in below diagram). The **ISO** shall fairly and reasonably determine if the request for proposal is contestable, again after seeking the advice and direction of the **Market Surveillance Administrator**. (Reference #5 in below diagram)

5 If either of the expression of interest or request for proposal is deemed by the **ISO** not to be contestable the **ISO** shall issue written reasons in that regard and a bilateral negotiation process shall commence. The bilateral negotiation process:

- (a) shall be subject to the maximum transmission must-run price specified by subsection 8.7 of ~~section 14 of the ISO tariff~~, *Ancillary Services*,
- (b) may include all **market participants** who are effective providers of the required transmission must-run service, although preference will be given to those who responded to the expression of interest or request for proposal, and
- (c) shall not be limited by the pricing provisions of subsection ~~6 of section 14~~ 8.6 of the **ISO tariff** in respect of unforeseeable transmission must-run service.

(Reference #6 in below diagram)

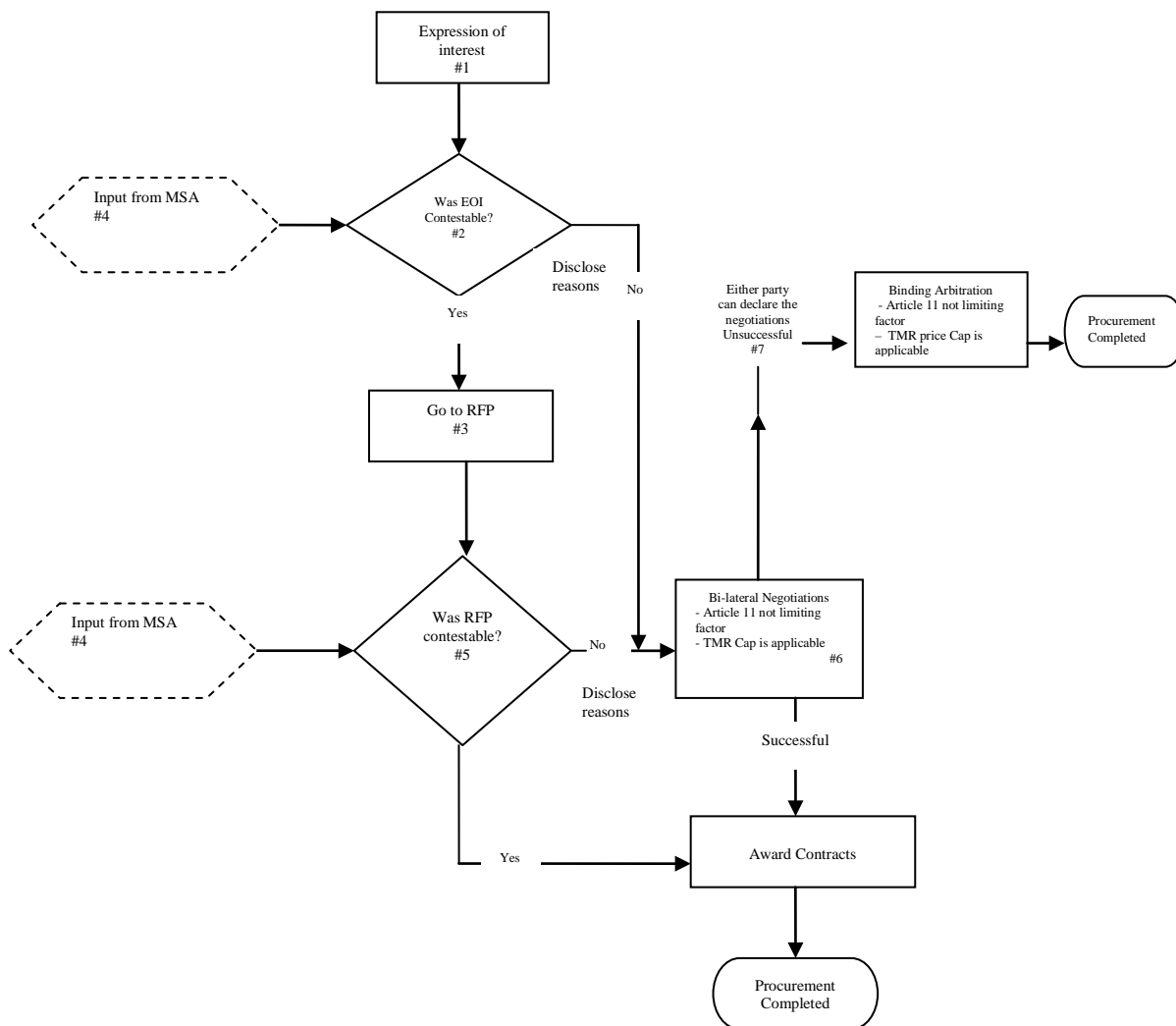
6 Any party to the bilateral negotiation process may declare it unsuccessful after thirty (30) **days**, at which time a binding arbitration process shall commence between the **ISO** and the **market participant** (Reference #7 in below diagram). In circumstances where multiple **market participants** may provide transmission must-run services to the **ISO**, the **ISO** shall act fairly and reasonably in its selection as to the party that is subject to binding arbitration. The binding arbitration process shall:

- (a) be subject to the maximum transmission must-run price specified by subsection ~~7 of section 14~~ 8, of the **ISO tariff**, and
- (b) not be limited by the pricing provisions of subsection ~~8.6 of section 14~~ of the **ISO tariff** in respect of unforeseeable transmission must-run service.

(Reference #8 in below diagram)

7 The binding arbitration process shall employ the dispute resolution process established under section 103.2 of the **ISO rules** and proceed directly to arbitration as per section 103.2 of the **ISO rules**. Any arbitrator appointed pursuant to that dispute resolution process shall have an expert understanding and knowledge of the Alberta electricity marketplace. (Reference #8 in below diagram)

PROCEDURE FOR FORESEEABLE TRANSMISSION MUST-RUN SERVICE DIAGRAM



Revision History

Effective	Description
2018-XX-01	Revised as applied for in the 2018 ISO tariff application.
2011-07-01	Revised and reformatted all subsections, as approved in Commission Decision 2011-275 issued on June 24, 2011.