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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**	$11,164.00/MW/**month**
(b) **Metered energy**	$1.23/MWh
Regional System Charge	
(c) **Billing capacity**	$2,945.00/MW/**month**
(d) **Metered energy**	$0.93/MWh
Point of Delivery Charge	
(e) **Substation fraction**	$15,304.00/**month**
(f) First (7.5 × **substation fraction**) MW of **billing capacity**	$5,037.00/MW/**month**
(g) Next (9.5 × **substation fraction**) MW of **billing capacity**	$2,987.00/MW/**month**
(h) Next (23 × **substation fraction**) MW of **billing capacity**	$2,000.00/MW/**month**
(i) All remaining MW of **billing capacity**	$1,231.00/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 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 6.87%.

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/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 $52.00/MW/**month**; and

(b) when **power factor** is less than 90% during the interval of highest **metered demand** in the **settlement period**, $400.00/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 subsections 10.3 or 10.4 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 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
2025-01-01	Updated charges as approved in **Commission** Decision 29606-D01-2024 issued on December 18, 2024.
2024-01-01	Updated charges as approved in **Commission** Decision 28627-D01-2023 issued on December 15, 2023.
2023-11-27	Updated as approved in **Commission** Decision 28441-D01-2023 issued on November 27, 2023.
2023-01-01	Updated charges as approved on a final basis in **Commission** Decision 27777-D01-2020 issued on December 21, 2022.
2022-01-01	Updated charges as approved on a final basis in **Commission** Decision 26980-D01-2021 issued on December 17, 2021.
2021-01-01	Updated charges as approved on a final basis in **Commission** Decision 26054-D01-2020 issued on December 18, 2020.
2020-04-01	Updated charges as approved on an interim refundable basis in **Commission** Decision 25175-D01-2020 issued February 28, 2020 and on a final basis approved in **Commission** Decision 25175-D02-2020.
2019-01-01	Updated charges, as approved in **Commission** Decision 24036-D01-2018 issued on December 18, 2018.

2018-01-01	Updated charges, as approved in **Commission** Decision 23065-D01-2017 issued on November 28, 2017.
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.

ISO Tariff – Rate FTS
Fort Nelson Demand Transmission Service

Applicability

1 Rate 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**	$11,164.00/MW/**month**
(b) **Metered energy**	$1.23MWh
Regional System Charge	
(c) **Billing capacity**	$2,945.00/MW/**month**
(d) **Metered energy**	$0.93/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 (d) above as the greater of:

(a) the rate for the regional system charge in subsections 3(1)(c) and (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 6.87%.

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 $0.07/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 $52.00/MW/**month**; and

(b) when **power factor** is less than 90% during the interval of highest **metered demand** in the **settlement period**, $400.00/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 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
2025-01-01	Updated charges as approved in **Commission** Decision 29606-D01-2024 issued on December 18, 2024.
2024-01-01	Updated charges as approved in **Commission** Decision 28627-D01-2023 issued on December 15, 2023.
2023-01-01	Updated charges, as approved in **Commission** Decision 27777-D01-2020 issued on December 21, 2022.
2022-01-01	Updated charges as approved on a final basis in **Commission** Decision 26980-D01-2021 issued on December 17, 2021.
2021-01-01	Updated charges, as approved in **Commission** Decision 26054-D01-2020 issued on December 18, 2020.
2020-04-01	Updated charges as approved on an interim refundable basis in **Commission** Decision 25175-D01-2020 issued February 28, 2020 and revised Other System Support Services Charge waiver, as approved on a final basis in **Commission** Decision 25175-D02-2020 issued on November 30, 2020.
2019-01-01	Updated charges, as approved in **Commission** Decision 24036-D01-2018 issued on December 18, 2018.
2018-01-01	Updated charges, as approved in **Commission** Decision 23065-D01-2017 issued on November 28, 2017.
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.

ISO Tariff – Rate DOS
Demand Opportunity Service

Applicability

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* at the **point of delivery**;

(b) is eligible for demand opportunity service under section 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 Rate DOS charge to **metered energy** received at a **point of delivery** in every hour:

(a) for Rate DOS capacity dispatched by the **ISO** and used by the **market participant**;

(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 Rate DOS 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 Rate DOS capacity for the **system access service**, in the same **settlement period**.

Rate

3(1) The **ISO** must provide the two 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 Dispatchable	$7.24/MWh	10 minutes	Before Rates DTS and FTS
(b) DOS Term	$115.15/MWh	10 minutes	Before Rates DTS and FTS

3(2) The **ISO** must determine the amount charged or credited for demand opportunity service in a **settlement period** as:

(a) the Rate DOS charge from subsection 3(1)(a), or (b) above, as applicable, multiplied by the **metered energy** during the **settlement period**; plus

(b) an incremental losses charge or credit 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 Factors*, which is available to **market participants** on the AESO website.

3(3) 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 DOS **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, Rate DOS and Rate FTS of the **ISO tariff market participants** in the hour.

3(4) The **ISO** must estimate the **operating reserve** charge, if unable to determine it for a **settlement period** in accordance with subsection 3(3) 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 DOS **market participant** in the hour; and

(b) **pool price** in the hour multiplied by 6.87%.

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 by **directive** or **dispatch** a **market participant**'s demand opportunity service, curtail use by the amount directed by the **ISO** which:

(a) may be an amount up to the Rate DOS 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** or **dispatch** from the **ISO**, achieve curtailment of its demand opportunity service load within 10 minutes.

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
2025-02-01	Updated January, 2025 charges as approved in **Commission** Decision 29609-D01-2024 issued on December 18, 2024.
2025-02-01	As approved in **Commission** Decision 28989-D01-2024 issued on July 31, 2024.
2025-01-01	Updated February to December, 2025 charges as approved in **Commission** Decision 29609-D01-2024 issued on December 18, 2024.
2024-01-01	Updated charges as approved in **Commission** Decision 28627-D01-2023 issued on December 15, 2023.
2023-01-01	Updated charges as approved in **Commission** Decision 27777-D01-2020 issued on December 21, 2022.
2022-01-01	Updated charges as approved on a final basis in **Commission** Decision 26980-D01-2021 issued on December 17, 2021.
2021-01-01	Updated charges as approved in **Commission** Decision 26054-D01-2020 issued on December 18, 2020.
2020-04-01	Updated charges as approved on an interim refundable basis in **Commission** Decision 25175-D01-2020 issued February 28, 2020 and revised Other System Support Services Charge waiver, as approved on a final basis in **Commission** Decision 25175-D02-2020 issued on November 30, 2020.
2019-01-01	Updated charges, as approved in **Commission** Decision 24036-D01-2018 issued on December 18, 2018.
2018-01-01	Updated charges, as approved in **Commission** Decision 23065-D01-2017 issued on November 28, 2017.
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 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	$8.43/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 Factors*, which is available to **market participants** on 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) 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 Factors*, which is available to **market participants** on 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
2025-01-01	Updated charges as approved in **Commission** Decision 29606-D01-2024 issued on December 18, 2024.
2024-01-01	Updated charges as approved in **Commission** Decision 28627-D01-2023 issued on December 15, 2023.
2023-01-01	Updated charges as approved in **Commission** Decision 27777-D01-2022 issued on December 21, 2022.
2022-01-01	Updated charges as approved on a final basis in **Commission** Decision 26980-D01-2021 issued on December 17, 2021.

2021-01-01	Updated charges as approved in **Commission** Decision 26054-D01-2020 issued on December 18, 2020.
2020-04-01	Updated charges as approved on an interim refundable basis in **Commission** Decision 25175-D01-2020 issued February 28, 2020 and revised Other System Support Services Charge waiver, as approved on a final basis in **Commission** Decision 25175-D02-2020 issued on November 30, 2020.
2019-01-01	Updated charges, as approved in **Commission** Decision 24036-D01-2018 issued on December 18, 2018.
2018-01-01	Updated charges, as approved in **Commission** Decision 23065-D01-2017 issued on November 28, 2017.
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 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	$8.43/MWh	1 hour	Before Rates DTS, 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
2025-01-01	Updated charges, as applied for in the 2025 ISO tariff update application.
2024-01-01	Updated charges as approved in **Commission** Decision 28627-D01-2023 issued on December 15, 2023.
2023-01-01	Updated charges as approved in **Commission** Decision 27777-D01-2020 issued on December 21, 2022.
2022-01-01	Updated charges as approved on a final basis in **Commission** Decision 26980-D01-2021 issued on December 17, 2021.
2021-01-01	Updated charges as approved in **Commission** Decision 26054-D01-2020 issued on December 18, 2020.
2021-04-01	Updated charges as approved on an interim refundable basis in **Commission** Decision 25175-D01-2020 issued February 28, 2020 and revised Other System Support Services Charge waiver, as approved on a final basis in **Commission** Decision 25175-D02-2020 issued on November 30, 2020.
2019-01-01	Updated charges, as approved in **Commission** Decision 24036-D01-2018 issued on December 18, 2018.
2018-01-01	Updated charges, as approved in **Commission** Decision 23065-D01-2017 issued on November 28, 2017.
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.

Effective	Description
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 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
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
2021-01-01	Revised effect of non-compliance, as approved in **Commission** Decision 25175-D02-2020 issued on November 30, 2020.
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 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**	$12,090.00/**month**
(b) First (7.5 × **substation fraction**) MW of **billing capacity**	$3,979.00/MW/**month**
(c) Next (9.5 × **substation fraction**) MW of **billing capacity**	$2,360.00/MW/**month**
(d) Next (23 × **substation fraction**) MW of **billing capacity**	$1,580.00/MW/**month**
(e) All remaining MW of **billing capacity**	$1,231.00/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** in accordance with subsections 10.3 or 10.4 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 4.7 of the **ISO tariff**, *Classification and Allocation of Connection Projects Costs*.

3(3) The **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
2025-01-01	Updated charges as approved in **Commission** Decision 29606-D01-2024 issued on December 18, 2024.
2024-01-01	Updated charges as approved in **Commission** Decision 28627-D01-2023 issued on December 15, 2023.
2023-11-27	Updated as approved in **Commission** Decision 28441-D01-2023 issued on November 27, 2023.
2023-01-01	Updated charges as approved in **Commission** Decision 27777-D01-2020 issued on December 21, 2022.
2022-01-01	Updated charges as approved on a final basis in **Commission** Decision 26980-D01-2021 issued on December 17, 2021.
2021-01-01	Updated charges as approved in **Commission** Decision 26054-D01-2020 issued on December 18, 2020.
2020-04-01	Updated charges as approved on an interim refundable basis in **Commission** Decision 25175-D01-2020 issued February 28, 2020 and revised Other System Support Services Charge waiver, as approved on a final basis in **Commission** Decision 25175-D02-2020 issued on November 30, 2020.
2019-01-01	Updated credit levels, as approved in **Commission** Decision 24036-D01-2018 issued on December 18, 2018.
2018-01-01	Updated credit levels, as approved in **Commission** Decision 23065-D01-2017 issued on November 28, 2017.
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) a **legal owner** of a **generating unit** or an **aggregated generating facility** that is not subject to a **power purchase arrangement**;

(b) a holder of the **power purchase arrangement** for a **generating unit** that is subject to a **power purchase arrangement**;

(c) a **legal owner** of an industrial system that has been designated as such by the **Commission**;

(d) a **legal owner** of an **electric distribution system** where a **generating unit** or an **aggregated generating facility** is connected to the **electric distribution system**; or

(e) the City of Medicine Hat.

1(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 Factors*, which is available to **market participants** on the AESO website.

2(2) The **ISO** must measure **metered energy** on a 15 minute interval for the purpose of calculating the losses charge under subsection 2(1) above.

Terms

3(1) The **ISO** must apply Rate STS separately at each **point of supply**, except where Rate STS applies to totalized **points of supply** under subsections 10.3 or 10.4 of the **ISO tariff**, *Settlement and Payment Terms*.

3(2) The **ISO** must apply Rider E, *Losses Calibration Factor Rider*, to **system access service** provided under this rate.

3(3) The **ISO** must apply Rider J, *Wind and Solar Forecasting Service Cost Recovery Rider*, to **system access service** provided under this rate for a wind and solar-powered **generating unit** or **aggregated generating facility**.

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

Revision History

Effective	Description
2023-11-27	Updated as approved in **Commission** Decision 28441-D01-2023 issued on November 27, 2023.
2022-01-01	Updated charges as approved on a final basis in **Commission** Decision 26980-D01-2021 issued on December 17, 2021.
2021-01-01	Updated charges and removed the Regulated Generating Unit Connection Cost section, as approved in **Commission** Decision 26054-D01-2020 issued on December 18, 2020.
2020-04-01	Updated charges, as approved on an interim refundable basis in **Commission** Decision 25175-D01-2020 issued February 28, 2020 and on a final basis in **Commission** Decision 25175-D02-2020 issued on November 30, 2020.
2019-01-01	Updated charges, as approved in **Commission** Decision 24036-D01-2018 issued on December 18, 2018.
2018-01-01	Updated charges, as approved in **Commission** Decision 23065-D01-2017 issued on November 28, 2017.
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 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 Factors*, which is available to **market participants** 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

3(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 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
2021-01-01	Updated charges and reference for Rule 501.10, as approved on a final basis in **Commission** Decision 25175-D02-2020 issued on November 30, 2020.
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 ULC / Dow Hydrocarbons / ASU2

Applicability

1 Rider A1 applies to **system access service** provided to Dow Chemical Canada ULC (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) 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 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.

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

(a) Losses: calculated each hour and as described in subsection 6 below; and

(b) Other Expenses Charge: For each **settlement period**, commencing on January 1, 2022, an amount equal to the "Monthly Payment" in subsection 7 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 and the **ISO**'s 2020 Rider A1 Extension Application will be applicable.

3(2) Rider A1 Extension expires on December 31, 2041, the date at which the physical bypass option, had it been constructed, is expected to reach its end of life.

Metering and Totalizing

4(1) Had Dow built the duplicate transmission 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 Hydrocarbons 258S, Dow Chemical 166S and Ross Creek 906S transmission substations, and the **points of supply** at the Dow Fort Saskatchewan 218S and Dow Chemical 166S 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 Hydrocarbons 258S, Dow Chemical 166S, Ross Creek 906S and Dow Fort Saskatchewan 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 Hydrocarbons 258S, Dow Chemical 166S, Ross Creek 906S and Dow Fort Saskatchewan 218S transmission substations. The meters to be totalized at Dow Hydrocarbons 258S are at T1 and T2. The meters to be totalized at Dow Chemical 166S are at T1, T2, T3A and T3B. The meters to be totalized at Ross Creek 906S are at T1 and T3. The meters to be

totalized at Dow Fort Saskatchewan 218S are at 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.

	Time Interval 1	Time Interval 2
Point of delivery (A) (Dow Hydrocarbons 258S)	+25 MW	+30 MW
Point of supply (B) (Dow Chemical 166S)	–45 MW	0 MW
Point of delivery (C) (Ross Creek 906S)	+35 MW	+30 MW
Point of supply (D) (Dow Fort Saskatchewan 218S)	–100 MW	0 MW
Totalized **metered demand** (E)	–85 MW	+60 MW

5(2) In time interval 1, under the duplication avoidance tariff, Dow's **demand** requirement is 25 MW at (A) and 35 MW at (C), for a total of 60 MW. At the same time, Dow cogeneration facilities are producing 45 MW at (B) and 100 MW at (D), for a total of 145 MW. The net delivery to the **interconnected electric system** is 85 MW from (B) and (D). Had Dow built the duplicate facilities, the **metered energy** delivered by the **interconnected electric system** to Dow's requirement at the PODs (A) and (C) would be zero MWh (assuming the time interval is 1 hour), and the **metered energy** received by the **interconnected electric system** from the generator output at (B) and (D) would be 85 MW (145 MW of total generation minus 60 MW of total load). This energy balance is simulated by the proposed totalizing procedure. Combining the **points of delivery** (A) and (C); and **points of supply** (B) and (D) produces an adjusted **metered demand** of –85 MW for that time interval, 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 is 30 MW at (A) and 30 MW at (C), for a total of 60 MW. The result is a net **metered demand** of +60 MW for that time interval, where the positive sign signifies a net energy delivery from the **interconnected electric system**.

Incremental Loss Factor

6(1) The **ISO** must determine the charge under this rider in a **settlement period** as the losses charge calculated as the sum, over all hours in the **settlement period**, of the **pool price** multiplied by 0.3 MWh.

Schedule 1 — Other Expenses Charge

7(1) The forecast of the benefit to the ISO arising from Dows forecasted annual O&M are provided in the following table.

12-**Month** Period	Monthly Payment
Jan. 1, 2022 – Dec. 31, 2022	$ 21,037
Jan. 1, 2023 – Dec. 31, 2023	$ 21,458
Jan. 1, 2024 – Dec. 31, 2024	$ 21,887
Jan. 1, 2025 – Dec. 31, 2025	$ 22,325
Jan. 1, 2026 – Dec. 31, 2026	$ 22,772
Jan. 1, 2027 – Dec. 31, 2027	$ 23,227
Jan. 1, 2028 – Dec. 31, 2028	$ 23,691
Jan. 1, 2029 – Dec. 31, 2029	$ 24,165
Jan. 1, 2030 – Dec. 31, 2030	$ 24,649
Jan. 1, 2031 – Dec. 31, 2031	$ 25,142
Jan. 1, 2032 – Dec. 31, 2032	$ 25,644
Jan. 1, 2033 – Dec. 31, 2033	$ 26,157
Jan. 1, 2034 – Dec. 31, 2034	$ 26,680
Jan. 1, 2035 – Dec. 31, 2035	$ 27,214
Jan. 1, 2036 – Dec. 31, 2036	$ 27,758
Jan. 1, 2037 – Dec. 31, 2037	$ 28,314
Jan. 1, 2038 – Dec. 31, 2038	$ 28,880
Jan. 1, 2039 – Dec. 31, 2039	$ 29,457
Jan. 1, 2040 – Dec. 31, 2040	$ 30,047
Jan. 1, 2041– Dec. 31, 2041	$ 30,647

Revision History

Effective	Description
2022-01-01	Revised for Extension request, updated forecast benefit table to December 31, 2041 as approved in Commission Decision 25607-D01-2020- issued on December 14, 2020.
2021-01-01	Revised and reformatted all subsections, as approved in Commission Decision 25175-D02-2020, issued on November 30, 2020.
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

12-**Month** Period	Monthly Payment
Jan. 1, 2017 – Dec. 31, 2017	$ 2,151
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.

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 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 24 years of the term of the Duplication Avoidance Tariff. At the end of 24 years,

the undepreciated value would be zero. The termination notice period, for both the **ISO** and Shell Canada, will be 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
12-**Month** Period	Monthly Payment
Jan. 1, 2005 – Dec. 31, 2005	$ 1,669

Jan. 1, 2006 – Dec. 31, 2006	$ 1,820
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
12-**Month** Period	Monthly Payment
Jan. 1, 2033 – Dec. 31, 2033	$ 7,777

Jan. 1, 2034 – Dec. 31, 2034	$ 2,479
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 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
12-**Month** Period	Monthly Payment
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
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*;

(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 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 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) at the end of the calendar year in which the Rider C charge or credit will apply, or such period as determined by the **ISO** to minimize the rate 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
2021-01-01	Updated subsections, as approved in **Commission** Decision 25175-D01-2020 issued on November 30, 2020.
2018-01-01	Updated subsections, as approved on an interim basis in **Commission** Decision 22942-D01-2017 issued on November 28, 2017.
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 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 applies to **system access service** provided under:

(a) Rate DTS, *Demand Transmission Service*; and

(b) Rate DOS, *Demand Opportunity Service*.

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

(a) the City of Medicine Hat; or

(b) BC Hydro at Fort Nelson, British Columbia.

1(3) Rider F applies in all **settlement periods** from January 1, 2025 to December 31, 2025.

Rider

2 The **ISO** must determine Rider F as a charge of $1.30/MWh of **metered energy** during the **settlement period**.

Terms

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

Revision History

Effective	Description
2025-01-01	Updated to reflect $1.30/MWh charge for 2025 consumption, as approved in **Commission** Decision 29606-D01-2024 issued December 18, 2024
2024-01-01	Updated to reflect $1.30/MWh charge for 2024 consumption, as approved in **Commission** Decision 28628-D01-2023 issued November 27, 2023.
2023-01-01	Updated to reflect $2.20/MWh charge for 2023 consumption, as approved in **Commission** Decision 27694-D01-2021 issued October 27, 2022.
2022-01-01	Updated to reflect $2.20/MWh charge for 2022 consumption, as approved in **Commission** Decision 26979-D01-2021 issued November 24, 2021.
2021-01-01	Updated to reflect $2.30/MWh charge for 2021 consumption, as approved in **Commission** Decision 26040-D01-2020 issued on December 2, 2020.
2020-01-01	Updated to reflect $2.50/MWh charge for 2020 consumption, as approved in **Commission** Decision 24982-D01-2019 issued on November 25, 2019.
2019-01-01	Updated to reflect $2.90/MWh charge for 2019 consumption, as approved in **Commission** Decision 24037-D01-2018 issued on November 26, 2018.

Effective	Description
2018-01-01	Updated to reflect $3.10/MWh charge for 2018 consumption, as approved in **Commission** Decision 23163-D01-2017 issued on December 15, 2017.
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 and Solar Forecasting Service Cost Recovery Rider

Applicability

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

Rider

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

2(2) The **ISO** must calculate the Rider J charge as the product of **metered energy** in the **settlement period** multiplied by $0.01/MWh.

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

(a) review Rider J costs and revenues at the end of each calendar year; and

(b) adjust the Rider J amount in future years to address variances from forecasts of costs and revenues.

Terms

3(1) The **ISO** must apply Rider 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
2025-01-01	Updated charges as approved in **Commission** Decision 29606-D01-2024 issued on December 18, 2024
2024-01-01	Updated charges as approved in **Commission** Decision 28627-D01-2023 issued on December 15, 2023.
2023-01-01	Updated to $0.00/MWh charge, as approved in **Commission** Decision 27777-D01-2022 issued on December 21, 2022.
2022-01-01	Updated charges and modified the applicability to include solar-powered generating units as approved on a final basis in **Commission** Decision 26980-D01-2021 issued on December 17, 2021.
2021-01-01	Updated as approved on an interim refundable basis in **Commission** Decision 25175-D01-2020 issued on February 29, 2020 and updated $0.00/MWh charge, as approved

Effective	Description
	on a final basis in **Commission** Decision 25175-D01-2020 issued on November 30, 2020.
2019-01-01	Updated to $0.08/MWh charge, as approved in **Commission** Decision 24036-D01-2018 issued on December 18, 2018.
2018-01-01	Updated to $0.09/MWh charge, as approved in **Commission** Decision 23065-D01-2017 issued on November 28, 2017.
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 – Section 1
Applicability and Interpretation of ISO Tariff

Applicability

1.1(1) A **market participant** who has requested or is receiving **system access service** from the **ISO** agrees to be bound by the **ISO tariff**.

1.1(2) Both the **ISO** and a **market participant** are bound by and have the rights and obligations defined in the **ISO tariff** with respect to **system access service** that the **ISO** provides, including rates, riders, terms and conditions and appendices.

1.1(3) A rate, rider, section of the terms and conditions or appendix in the **ISO tariff** is effective as of the date provided in the revision history of the rate, rider, section of the terms and conditions or appendix, as applicable.

1.1(4) A rate, rider, section of the terms and conditions or appendix of the **ISO tariff** remains in effect until the **Commission** approves its replacement or amendment.

Conflict

1.2(1) In the event of a conflict between the terms and conditions of the **ISO tariff** and the rates, riders or appendices of the **ISO tariff**, the terms and conditions govern.

1.2(2) In the event of a conflict between a provision of the **ISO tariff** and a provision of an agreement for **system access service**, the provision of the **ISO tariff** governs the specific provision in conflict without affecting or impairing the remaining sections of the agreement for **system access service**.

Interpretation

1.3 In the **ISO tariff**:

(a) tables of contents, section headers and the use of underlining and italicizing are not a part of the **ISO tariff** but are inserted for convenience of reference only;

(b) words in the singular include the plural and words in the plural include the singular;

(c) the provisions of the **ISO tariff** will be construed as always speaking and will be applied to circumstances as they arise;

(d) the use of the word “including” is not to be construed as being restrictive;

(e) “may” is to be construed as permissive and empowering and “must”, “shall” and “will” are to be construed as imperative;

(f) words and phrases in bold type have the meanings given to them in the definitions found in the *Consolidated Authoritative Documents Glossary*; and

(g) titles of documents are in italics.

Reasonable Exercise of Discretion

1.4 The **ISO** and a **market participant** who has requested or is receiving **system access service** must act reasonably in exercising any discretion available to them under the **ISO tariff**.

Dispute Resolution

1.5 A **market participant** must address any dispute concerning the application, interpretation or enforceability of the **ISO tariff** in accordance with section 103.2 of the **ISO rules**, *Dispute Resolution*.

Revision History

Effective	Description
2021-01-01	Revised and reformatted all subsections, as approved in **Commission** Decision 25175-D02-2020 issued on November 30, 2020.
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.

Applicability

2.1 This section applies to a **market participant** who has requested or is receiving **system access service** under a rate in the **ISO tariff**.

Provision of Service

2.2(1) The **ISO** must provide **system access service**, up to and including the applicable **point of delivery** or **point of supply**, to a **market participant** who has a current agreement for **system access service** and complies with the **ISO tariff**, subject to subsections 2.2(3) and 2.3 through 2.12 below.

2.2(2) The **ISO** must provide **system access service** up to the **contract capacity** of the **market participant**.

2.2(3) The **ISO** may limit, reduce or interrupt **system access service** in accordance with any **ISO rule**, or due to abnormal operating conditions, which include conditions where **transmission facilities** are out of service, **emergency** conditions exist, construction or **commissioning** of **transmission facilities** occurs or **transmission facility** maintenance cannot be coordinated with **planned outages** of a **generating unit** or an **aggregated generating facility**.

Capacity Limitations

2.3 A **market participant** receiving **system access service** under Rate DTS, *Demand Transmission Service*, or Rate STS, *Supply Transmission Service*, must ensure that **metered demand** does not exceed the lesser of the **rated capacity** or the **physical capacity** of any **transmission facilities** comprising the **market participant**'s connection.

Withholding Service

2.4(1) The **ISO** may limit, reduce, suspend, withhold or terminate **system access service** if a **market participant** fails to comply with the **ISO rules**, **reliability standards**, or the **ISO tariff**.

2.4(2) The **ISO** must provide a written explanation for a decision to limit, reduce, suspend, withhold or terminate **system access service**, based on a finding of non-compliance pursuant to subsection 2.4(1) above, to an affected **market participant** who submits a written request to the **ISO** for those details.

Service Not Guaranteed

2.5(1) The **ISO** must take reasonable precautions to guard against **system access service** limitations, reductions and interruptions, but does not guarantee uninterrupted **system access service**.

2.5(2) Interruptions may be caused by events including:

(a) scheduled or planned facility maintenance activities;

(b) construction, **commissioning** and facility testing activities;

(c) activation of a **remedial action scheme**;

(d) unscheduled or unplanned **emergency** equipment maintenance or other **emergencies**;

(e) events of **force majeure**;

(f) breaches of obligations owed to the **ISO** by its suppliers or **market participants**; or

(g) as otherwise expressly allowed by a rate or rider in the **ISO tariff**.

2.5(3) If a **market participant** accepts a tapped transmission line configuration, being a transmission line with 3 or more terminals where 2 or more terminals are system sources, for **system access service**, the **market participant** acknowledges and accepts that the tapped transmission line configuration may, compared to other configurations, result in more frequent interruptions and less **outage** coordination flexibility related to abnormal operating conditions, including instances where **transmission facilities** are out of service, **emergency** conditions exist, construction or **commissioning** of **transmission facilities** occurs, and **transmission facility** maintenance cannot be coordinated with **planned outages** of a **generating unit** or an **aggregated generating facility**.

2.5(4) The **ISO** must make reasonable efforts to restore **system access service** as soon as practicable after a limitation, reduction or interruption, unless the limitation, reduction or interruption is due to the **market participant** failing to comply with the **ISO rules**, **reliability standards** or the **ISO tariff**.

Interruptions for Construction, Commissioning and Facility Testing

2.6 The **ISO** must make reasonable efforts to schedule construction, **commissioning** and facility testing activities in conjunction with an affected **market participant**'s planned downtime but, subject to such efforts, may interrupt **system access service** to perform such activities.

Market Participant's Continuing Financial Obligations

2.7 A **market participant**'s **financial obligation** to pay a rate, charge or other amount that has accrued or is accruing to the **ISO** and to fully comply with the **ISO tariff** is not affected during or as the result of any limitation, reduction, interruption, withholding or termination of **system access service**.

Technical Requirements and Functional Specifications

2.8(1) A **market participant** receiving **system access service** must comply with a technical requirement or functional specification of the **ISO** that applies to the connection of the **market participant**'s facility to the **interconnected electric system**.

2.8(2) The **ISO** must post a technical requirement referred to under subsection 2.8(1) above on the AESO website.

2.8(3) The **ISO** may limit, reduce, suspend, withhold or terminate the **system access service** being provided to a **market participant** for failure to comply with a technical requirement or functional specification referred to under subsection 2.8(1) above.

2.8(4) The **ISO** may waive compliance with a technical requirement referred to under subsection 2.8(1) above if the **ISO** determines that non-compliance would not have a material effect on **reliability**.

Facilities Owned by a Market Participant

2.9(1) A **market participant** is responsible for any costs arising from changes to its facilities required as a result of:

(a) changes to the **interconnected electric system** that affect the **market participant**'s connection;

(b) changes to the **ISO rules, reliability standards**, functional specification or technical requirements that apply to the connection, subject to subsection 2.9(2) below, or

(c) additional studies needed to ensure compliance with changes to the **ISO rules**, **reliability standards** or technical requirements.

Use of Transmission Facilities

2.10 A **market participant** must not rearrange, disconnect, remove, connect with or otherwise interfere with a **transmission facility** unless the **ISO**'s prior written consent is obtained.

System Access Information

2.11(1) A **market participant** must provide, upon the **ISO**'s request, information that the **ISO** requires in order to discharge its duties and functions under the **Act** or in compliance with an external agency's reporting requirements.

2.11(2) The **ISO** must specify the information the **market participant** must provide under subsection 2.11(1) above, which may include:

(a) information the **ISO** requires in respect of new or expanding **system access service**; and

(b) technical information the **ISO** requires during construction and prior to the issuance of energization authorization, including pre-**commissioning** information.

Effect of Non-Compliance

2.12(1) The **ISO** may, if a **market participant** fails to provide information that may affect safety or **reliability**:

(a) withhold the **market participant**'s **system access service** until the **market participant** provides the information to the **ISO**; or

(b) limit, reduce, suspend, withhold or terminate the **market participant**'s *System Access Service Agreement*.

2.12(2) The **ISO** is not responsible for any delay, interruption, damage or other problems affecting a **market participant**'s **system access service** caused by a delay in the provision of information required from the **market participant** under subsection 2.11(1), above.

Revision History

Effective	Description
2021-01-01	Revised and reformatted all subsections, as approved in **Commission** Decision 25175-D02-2020 issued on November 30, 2020.
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 – Section 3
System Access Service Requests

Applicability

3.1(1) This section applies to a **market participant** who has requested a new **system access service** or changes to an existing **system access service** under:

(a) Rate DTS, *Demand Transmission Service*;

(b) Rate FTS, *Fort Nelson Demand Transmission Service*;

(c) Rate PSC, *Primary Service Credit*; or

(d) Rate STS, *Supply Transmission Service*.

Applying for System Access Service or Change to an Existing System Access Service

3.2(1) A **market participant** wishing to receive a new **system access service** or change an existing **system access service** must submit a request for **system access service** to the **ISO**, in the form specified by the **ISO** on the AESO website.

3.2(2) A **market participant** must provide the following critical information, as part of its request under subsection 3.2(1) above:

(a) the requested Rate STS **contract capacity** or requested change in Rate STS **contract capacity**, including **contract capacity** by stage, if applicable;

(b) the **maximum capability** of each **generating unit** or **aggregated generating facility**;

(c) the requested Rate DTS **contract capacity** or requested change in Rate DTS **contract capacity**, including **contract capacity** by stage, if applicable;

(d) generation type(s) in the case of a **generating unit** or **aggregated generating facility**;

(e) in-service date, including the dates relating to any staged **contract capacity** request;

(f) location of the load or generation related to the request of the **market participant**; and

(g) if load or generation related to the request of the **market participant** are or will be part of a **Commission**-designated industrial system, or if the **market participant** has otherwise obtained an approval from the **Commission** that permits the export to the **interconnected electric system** of electric energy in excess of the **market participant**'s own self-supply requirements, whether the load and generation will be metered on a gross or net basis.

3.2(3) In addition to the critical information set out in subsection 3.2(2) above, the **ISO** may establish additional critical information as part of the **ISO**'s connection process and a **market participant** must provide any additional critical information that exists at the time the **market participant** makes a **system access service** request.

3.2(4) If a **market participant** requesting **system access service** is the **legal owner** of an **electric distribution system** and its **system access service** request contemplates a load transfer from one **point of delivery** to another **point of delivery**, or is related to another **system access service**, then the

market participant must include the following additional critical information as part of its **system access service** request:

(a) a list of the related **system access service** request(s);

(b) the amount of any load transfer from one **point of delivery** to another **point of delivery**;

(c) all distribution and transmission connection alternatives, or combinations of both, that have been considered by the **legal owner** of the **electric distribution system**;

(d) the larger geographical area considered, including any **point of delivery** or **point of supply** in the area;

(e) a complete description of why the **system access service** request is necessary; and

(f) any other information that the **ISO** determines to be relevant.

Review of System Access Service Request

3.3(1) The **ISO** may, at any point in the **ISO**'s connection process, reject a **system access service** request submitted to the **ISO** under subsection 3.2 above if the **ISO** determines the request to be incomplete.

3.3(2) If the **ISO** determines a **system access service** request under subsection 3.2 above to be complete, then the **ISO** must determine whether a new or amended **needs approval** is required to respond to the request.

3.3(3) If a new or amended **needs approval** is required under subsection 3.3(2) above, then the **market participant** must follow the connection process described on the AESO's website and pay a **construction contribution** in accordance with section 4 of the **ISO tariff**, *Classification and Allocation of Connection Projects Costs.*

3.3(4) If a new or amended **needs approval** is not required under subsection 3.3(2) above, then the **market participant** must follow the **ISO**'s behind the fence or contract change process. The **ISO** must prepare if applicable, an amendment to the **market participant**'s *System Access Service Agreement* substantially in the form included in Appendix A of the **ISO tariff**, *System Access Service Agreement Proformas*, and may require payment of a **construction contribution** in accordance with section 4 of the **ISO tariff**, *Classification and Allocation of Connection Project Costs*, or an adjustment to the **construction contribution** in accordance with section 5 of the **ISO tariff**, *Changes to System Access Service*.

ISO Preferred Alternative

3.4(1) If a new or amended **needs approval** is required for a connection project, the **ISO** must determine how to respond to the **system access service** request, and select the **ISO**'s preferred connection alternative taking into account relevant factors including the following:

(a) the overall long-term cost of a connection alternative, including, as applicable:

(i) if the **system access service** request was submitted by the **legal owner** of an **electric distribution system**, all distribution costs;

(ii) costs classified as participant-related in accordance with subsection 4.2(2) of the **ISO tariff**, *Classification and Allocation of Connection Projects Costs*;

(iii) costs associated with **system transmission facilities**; and

(iv) all other transmission costs (including the costs of any non-wires solutions) not included in subsections 3.4(1)(a)(i), (ii) and (iii) above required for the connection; and

(b) if the **system access service** request is for both Rate DTS and Rate STS, the **ISO** must consider the effect on the **transmission system** separately for Rate DTS and Rate STS.

3.4(2) For a **system access service** request for Rate DTS, if the **ISO**'s preferred connection alternative includes or depends upon the construction of **system transmission facilities**, then the **market participant** must:

(a) accept the preferred connection alternative and pay any applicable advancement costs determined by the **ISO** in accordance with subsection 4.2(3)(a) of section 4 of the **ISO tariff**, *Classification and Allocation of Connection Projects Costs*;

(b) amend the **market participant**'s **system access service** request to connect at a reduced **contract capacity** that:

(i) can be accommodated by the existing **transmission system**; and

(ii) as determined by the **ISO**, allows for a minimum of 5 years of area growth following the **market participant**'s projected in-service date, or such other reduced **contract capacity** or period of time that the **ISO** determines to be consistent with the **ISO**'s **transmission system** planning obligations and the safe, reliable and economic operation of the **interconnected electric system**;

(c) amend the **market participant**'s **system access service** request to connect at an in-service date that is a minimum of 5 years following the execution of an agreement for **system access service** for Rate DTS substantially in the form included in Appendix A of the **ISO tariff**, *System Access Service Agreement Proformas*; or

(d) withdraw the **system access service** request.

3.4(3) For a **system access service** request for Rate STS, if the **ISO**'s preferred connection alternative includes or depends upon the construction of **system transmission facilities**, then the **market participant** must:

(a) accept the **ISO**'s preferred connection alternative;

(b) amend the **market participant**'s **system access service** request to connect at a reduced **contract capacity** that the **ISO** determines to be consistent with the **ISO**'s **transmission system** planning obligations and the safe, reliable and economic operation of the **interconnected electric system**; or

(c) withdraw the **system access service** request.

Construction Commitment Agreement

3.5(1) The **market participant** providing **financial security**, **construction contribution** or both for a connection project must enter into a *Construction Commitment Agreement* with the **legal owner** of the **transmission facility**, substantially in the form included in Appendix A of the **ISO tariff**, *System Access Service Agreement Proformas*, unless:

(a) the **market participant** is a **legal owner** of an **electric distribution system**; or

(b) the **market participant** and the **legal owner** of the **transmission facility** are **affiliates**.

Execution of Agreement for System Access Service

3.6(1) A **market participant** must execute a *System Access Service Agreement* for Rate DTS or for Rate STS substantially in the form included in Appendix A of the **ISO tariff**, *System Access Service Agreement Proformas*:

(a) if a new or amended **needs approval** is required for a connection project, before the **ISO** submits a **needs identification document** to the **Commission** or, before the **ISO** approves the connection project under the abbreviated needs approval process provided for under the *Transmission Regulation*; or

(b) if a new or amended **needs approval** is not required for a connection project, at the time specified by the **ISO** on the AESO website.

3.6(2) A **market participant** must execute a *System Access Service Agreement* for Rate DTS for a **contract capacity** that, in the **ISO's** determination approximates the expected maximum coincident sum of the flows from the **transmission system** through each physical connection to the **market participant's** facilities**.**

3.6(3) A **market participant** must execute a *System Access Service Agreement* for Rate STS for a **contract capacity** that, in the **ISO**'s determination approximates the expected maximum coincident sum of the flows to the **transmission system** through each physical connection to the **market participant's** facilities**.**

3.6(4) Notwithstanding subsections 3.6(2) and 3.6(3) above, a **market participant** may execute a *System Access Service Agreement* for Rate DTS or Rate STS at a **contract capacity** determined by the **market participant** on either a gross or net basis if the **market participant** is seeking to connect a **Commission**-designated industrial system to the **transmission system**, or if an approval from the **Commission** has been obtained to permit the export of electric energy in excess of the **market participant's** own self-supply requirements (or in excess of a transmission-connected end-use customer's own self-supply requirements, if an arrangement under section 101(2) of the Act has not been entered into).

3.6(5) Notwithstanding subsections 3.6(2) and 3.6(3) above, if a **market participant** is the **legal owner** of an **electric distribution system** and each feeder at the substation does not have a **revenue meter** or the infrastructure to accommodate the installation of a **revenue meter**, as determined by the ISO, then the **market participant** may:

(a) execute a *System Access Service Agreement* for Rate DTS for a **contract capacity** that, in the **ISO**'s determination, reflects the maximum coincident sum of the flows from the

transmission system using the available **revenue meters** and infrastructure at the substation; and

(b) execute a *System Access Service Agreement* for Rate STS for a **contract capacity** that, in the **ISO**'s determination, reflects the maximum coincident sum of the flows to the **transmission system** using the available **revenue meters** and infrastructure at the substation.

3.6(6) Prior to executing a *System Access Service Agreement* for Rate DTS or Rate STS for a connection project that requires a new or amended **needs approval** , a **market participant** must inform the **ISO** of any regulatory approvals and non-financial matters that the **market participant** expects could cause a delay or prevent the achievement of the in-service date that has been requested by the **market participant**, together with the expected dates for the receipt of the regulatory approvals and successful resolution of the non-financial matters.

3.6(7) The **ISO** must include as a condition precedent in Section 2 of the *System Access Service Agreement*, the receipt of any regulatory approvals identified by the **market participant** pursuant to subsection 3.6(6) above that the **ISO** determines could cause a delay or prevent the achievement of the in-service date that has been requested by the **market participant**.

3.6(8) The **ISO** may, in its discretion, include as a condition precedent in Section 2 of the *System Access Service Agreement*, the successful resolution of any non-financial matters identified by the **market participant** pursuant to subsection 3.6(6) above.

3.6(9) The **ISO** may reject a system access service request if a **market participant** does not execute a *System Access Service Agreement* for Rate DTS or Rate STS by the time specified by the AESO pursuant to subsection 3.6(1) above.

Effective Date of Agreement for System Access Service

3.7(1) If a new or amended **needs approval** is required for a connection project, a *System Access Service Agreement* for Rate DTS or Rate STS becomes effective immediately following the later of:

(a) the issuance by the **Commission** of the permit(s) and licence(s) for the connection project;

(b) the receipt by the **market participant** of any regulatory approvals included as a condition precedent in Section 2 of the *System Access Service Agreement*; and

(c) the successful resolution of any non-financial matters included as a condition precedent in Section 2 of the *System Access Service Agreement*.

3.7(2) Until such time as conditions precedent related to any regulatory approvals or non-financial matters included in Section 2 of a *System Access Service Agreement* have been satisfied, the **market participant** must provide the **ISO** with quarterly updates or as otherwise specified by the **ISO** regarding the status of the regulatory approvals or non-financial matters, including updates to the expected dates for the receipt of any regulatory approvals and the successful resolution of non-financial matters.

3.7(3) A **market participant** must promptly inform the **ISO** when any regulatory approvals that are the subject of conditions precedent have been received or non-financial matters that are the subject of conditions precedent have been successfully resolved.

3.7(4) If a new or amended **needs approval** is not required for a connection project, a *System Access Service Agreement* for Rate DTS or Rate STS becomes effective the day it is executed.

3.7(5) If a new or amended **needs approval** is required for a connection project, the **ISO** may cancel a **system access service** request and terminate the related *System Access Service Agreement* for Rate DTS or Rate STS if the *System Access Service Agreement* for Rate DTS or Rate STS does not become effective within 1 year of issuance by the **Commission** of the permit(s) and licence(s).

3.7(6) The **ISO** must include a connection project in the **ISO**'s forecast, **transmission system** plans and engineering connection assessments when the related *System Access Service Agreement* for Rate DTS or Rate STS becomes effective in accordance with subsection 3.7(1) or (4) above.

Amending a System Access Service Request

3.8(1) A **market participant** must, in a timely manner, notify the **ISO** of any changes to the information provided in a **system access service** request if the information provided in, or in connection with, a **system access service** request ceases to be accurate.

3.8(2) If a **market participant** changes the information provided in a **system access service** request, the **ISO** may:

(a) accept the change, subject to such further information or requirements that the **ISO** determines to be necessary that may include:

(i) revised or new connection studies; and

(ii) revised or new connection alternatives;

or

(b) reject the change.

3.8(3) The **ISO** may, at any point in the **ISO**'s connection process, cancel a **system access service** request if a **market participant** fails to notify the **ISO** of a change to the critical information required under subsections 3.2(2), 3.2(3) and 3.2(4) above in a timely manner.

3.8(4) A **market participant** may reapply for **system access service** under subsection 3.2(1) above, if the **ISO** rejects or cancels the **system access service** request.

Cancellation Due to Action or Inaction

3.9 The **ISO** may cancel a connection project after reasonably concluding, based on the action or inaction of the **market participant**, that the **market participant** is not proceeding with the market participant's **system access service request**.

Alternative Processes

3.10 The **ISO** may satisfy the provisions of this section through processes other than those described above and, in particular, alternative processes may be utilized if the **ISO** anticipates the impact on the **transmission system** may be significant.

Revision History

Effective	Description
2025-01-01	Revised as approved in **Commission** Decision 28441-D02-2023 issued on November 27, 2023.
2023-07-20	Revised as applied for in the AESO 2022 ISO Tariff Modernization Application, as approved in **Commission** Decision 27864-D01-2023 issued on May 31, 2023 and in effect as of July 20, 2023 as per **Commission** Decision 28294-D01-2023 (Alberta Electric System Operator ISO Tariff Compliance Filing Pursuant to Decision 27864-D01-2023).
2021-01-01	Revised and reformatted all subsections, as approved in **Commission** Decision 25175-D02-2020 issued on November 30, 2020.
2015-07-01	Updated subsections, as approved in **Commission** Decision 3473-D01-2015 issued on June 17, 2015.

ISO Tariff – Section 4
Classification and Allocation of Connection Projects Costs

Applicability

4.1 This section applies to a **market participant** who has requested or is receiving **system access service** under:

(a) Rate DTS, *Demand Transmission Service*;

(b) Rate PSC, *Primary Service Credit*; or

(c) Rate STS, *Supply Transmission Service*.

Classification of Participant-Related and System-Related Costs

4.2(1) All costs of a connection project must be classified by the **ISO** as either participant-related or system-related.

4.2(2) Participant-related costs are the costs deemed necessary by the **ISO** to accommodate a connection project, when taking into account the **ISO**'s **transmission system** planning obligations, and include costs associated with:

(a) the connection substation for the **point of delivery** or **point of supply**, including all **transmission facilities** to accommodate an in-out line configuration;

(b) a **radial circuit**;

(c) a new additional transmission line for a **point of delivery** or **point of supply** that is served from an additional transmission source and that is either required only to serve the **point of delivery** or **point of supply** or is requested by a **market participant**;

(d) a share of existing **transmission facilities** that were constructed to connect another **market participant**, where the existing facilities originally began **commercial operation** within the past 20 years and where the share is determined in accordance with subsection 5.5 of the **ISO tariff**, *Changes to System Access Service*;

(e) line moves or burials of existing transmission line;

(f) communication enhancements, additions, or both required solely to provide communications service for the connection project;

(g) breakers, changes to protection systems, equipment or settings required for the connection project to an existing substation;

(h) salvage labour required to remove existing **transmission facilities** to allow the installation of new or replacement facilities for a connection project;

(i) changes to protection systems, equipment or settings related to the addition of a **generating unit** or an **aggregated generating facility** on an **electric distribution system** served through the connection substation;

(j) **remedial action schemes**;

(k) a phasor measurement unit;

(l) the replacement cost new, which is the current cost of similar new equipment having the nearest equivalent capability to the equipment being valued, of existing **system transmission facilities** that have been reclassified as participant-related to meet the requirements of the connection project;

(m) facilities required to connect an isolated community regulated under the *Isolated Generating Units and Customer Choice Regulation,* to the **interconnected electric system**; and

(n) other facilities that are required to complete the **market participant**'s connection, including facilities that, in the **ISO**'s opinion will be required in the future, or that are required to enable the **market participant** to meet all relevant technical requirements for the connection project.

4.2(3) If the **ISO** identifies system **transmission facilities** as being required to accommodate a **market participant**'s new or increased Rate DTS capacity, then the **ISO** must classify the following costs as participant-related:

(a) advancement costs, which are the costs associated with the advancement of system **transmission facilities** required to accommodate the connection project requesting demand transmission service, which the **ISO** calculates, using the discount rate provided in subsection 4.9 below, as:

(i) if the system **transmission facilities** are not included in an approved **needs identification document**, the difference between the cost of the applicable system **transmission facilities** and the calculated future value of the system **transmission facilities,** based on a 5-year period;

(ii) if the system **transmission facilities** are included in an approved **needs identification document** and do not have a set in-service-date, the difference between the cost of the applicable system **transmission facilities** and the calculated future value of the system **transmission facilities,** based on a 5-year period; or

(iii) if the system **transmission facilities** are included in an approved **needs identification document** and have a scheduled in-service date that can be advanced, the difference between the present value of the capital costs of the advanced and the planned facilities for the number of **months** that the in-service date will be advanced;

and

(b) avoidable construction costs, which are the net costs associated with maintaining, at the **market participant**'s request, the in-service date for system **transmission facilities** currently under construction, and which the **ISO** determines could be avoided by delaying the completion of construction.

4.2(4) System-related costs are the costs of the connection project that have not been classified as participant-related in accordance with subsection 4.2(2) and (3) above, and include incremental **transmission facility** costs in excess of the **ISO**'s preferred connection alternative in accordance with subsection 3.4 of the **ISO tariff**, *System Access Service Requests*, to serve the **market participant** where, as determined by the **ISO**, economics or **transmission system** planning support the development of such **transmission facilities**.

Facilities in Excess of Good Electric Industry Practice

4.3 A **market participant** must pay, as part of the **construction contribution**, any participant-related costs of facilities that the **ISO** determines to be in excess of those required by **good electric industry practice**.

Valuation of Facilities for Contribution Determination

4.4(1) The **ISO** may determine connection project costs based on the replacement cost new of equipment, which is the current cost of similar new equipment having the nearest equivalent capability to the equipment being valued.

4.4(2) The **ISO** must, when a connection project involves the installation of a transformer that replaces a smaller transformer which was removed from service at a substation, determine connection project costs by:

(a) reducing the participant-related costs for the connection project by the replacement cost new of the removed transformer when the **legal owner** of the **transmission facility** either:

(i) deems the transformer which is removed to be re-deployable for use at another substation or suitable for use as an operating spare; or

(ii) identifies the cost of the transformer, including the cost to remove the transformer as part of its approved capital maintenance;

or

(b) not reducing the participant-related costs in any other circumstances including when the **legal owner** of the **transmission facility** scraps the transformer.

Allocation of Costs to Market Participants

4.5(1) The **ISO** must allocate to the **market participant** at the substation at which **system access service** is provided the balance of participant-related costs remaining after:

(a) the exclusion of costs, if any, under subsection 4.3 above reflecting facilities in excess of those required by **good electric industry practice**; and

(b) the reduction of costs, if any, under subsection 4.4(2) above reflecting replacement of a transformer removed from service.

4.5(2) The **ISO** must allocate the participant-related costs referred to in subsection 4.5(1) above among **market participants** receiving **system access service** at a single substation, which services may be solely under Rate DTS, solely under Rate STS or under a combination of both.

4.5(3) The **ISO** must allocate the participant-related costs referred to in subsections 4.5(1) and (2) above to each **market participant** by multiplying those costs by the average **substation fraction** for the **market participant** determined in accordance with subsections 5.5(3) and (4) of the **ISO tariff**, *Changes to System Access Service*.

4.5(4) The **ISO** must deem costs allocated to a **market participant** taking service under Rate DTS to be demand-related costs.

4.5(5) The **ISO** must deem costs allocated to a **market participant** taking service under Rate STS to be:

(a) for a **market participant** that is not the **legal owner** of an **electric distribution system**, supply-related costs; and

(b) for a **market participant** that is the **legal owner** of an **electric distribution system**, zero (0).

Determination of Construction Contribution

4.6(1) The **ISO** must calculate the **construction contribution** in accordance with the **construction contribution** provisions of the **ISO tariff** in effect on the date on which the **market participant** executes a *System Access Service Agreement*.

4.6(2) Subject to subsection 4.6(5) below, a **market participant** must pay the **construction contribution** amounts to the **legal owner** of the **transmission facility** in accordance with the **financial obligation** provisions of section 6 of the **ISO tariff**, *Financial Obligations for Connection Projects*.

4.6(3) The **ISO** must calculate the **construction contribution**:

(a) for a **market participant** receiving service under Rate DTS, as the demand-related costs less the local investment determined under subsection 4.7 below.

(b) for a **market participant** receiving service under Rate STS, as the supply-related costs.

4.6(4) A **market participant** must inform the **ISO**, in writing, and in a timely manner, of any disagreement with the **ISO**'s determination of the **construction contribution**.

4.6(5) Subsection 4.6(2) above does not apply to a connection project in respect of which a **market participant** has submitted a proposal to the **ISO** for the construction and temporary operation of a transmission facility in accordance with section 5 of the *Transmission Deficiency Regulation*.

Determination of Local Investment

4.7(1) The **ISO** must calculate the maximum local investment:

(a) based on the **contract capacity** and investment term set out in the *System Access Service Agreement* for a connection project for a **market participant** taking service under Rate DTS or under Rate DTS with Rate PSC;

(b) excluding any **contract capacity** transferred from another **point of delivery**; and

(c) using an investment term from 5 to 20 years inclusive, commencing on the date of **commercial operation**.

4.7(2) The **ISO** must calculate the maximum local investment for a connection project for a new **point of delivery** as the sum of annual amounts for each year in the investment term by adding the products of the values from each of rows (c) through (g) of the table below, where the product for a row is calculated by multiplying:

(a) the **substation fraction** or **contract capacity**, as applicable, from column A; and

(b) the investment amounts from column B or column C, as applicable.

Column A	Column B	Column C
Tier	Investment for Service Under Rate DTS	Investment for Service Under Rate DTS with Rate PSC
(c) **Substation fraction** (for new **points of delivery** only)	$119,950/year	$25,190/year
(d) First (7.5 × **substation fraction**) MW of **contract capacity**	$39,500/MW/year	$8,290/MW/year
(e) Next (9.5 × **substation fraction**) MW of **contract capacity**	$23,400/MW/year	$4,910/MW/year
(f) Next (23 × **substation fraction**) MW of **contract capacity**	$15,700/MW/year	$3,300/MW/year
(g) All remaining MW of **contract capacity**	$9,600/MW/year	$0/MW/year

4.7(3) The **ISO** must calculate the maximum local investment for a connection project that accommodates a **contract capacity** increase at an existing **point of delivery** using:

(a) the **contract capacity** representing the incremental **contract capacity** since the most recent change in **construction contribution** at the **point of delivery**;

(b) the **substation fraction** based on **contract capacities** after the increase;

(c) the existing **contract capacity** to establish the initial tier in which investment becomes available for the incremental **contract capacity**; and

(d) investment available from subsequent tiers, as appropriate, where the sum of existing and incremental **contract capacities** exceeds the remaining MW in the initial tier.

4.7(4) The **ISO** must calculate the maximum local investment for a connection project that includes increases or decreases to **contract capacity** over the investment term as the sum of the investment for each incremental amount of **contract capacity**, to be:

(a) calculated in accordance with subsections 4.7(2) and (3) above, based on each increment of **contract capacity** and the years for which each increment is contracted, and

(b) discounted from the beginning of the first **month** in which the increment of **contract capacity** exists back to the date of **commercial operation** of the connection project, using the discount rate provided in subsection 4.9 below.

4.7(5) The **ISO** must determine the maximum local investment as the lesser of:

(a) the amount calculated in subsection 4.7(2), (3) or (4) above; or

(b) the demand-related costs.

Operations and Maintenance

4.8(1) A **market participant** taking service under Rate DTS must pay, as part of the **construction contribution**, an operations and maintenance charge to be added to any participant-related costs of facilities which are deemed to be in excess of those required by **good electric industry practice** in subsection 4.3 above.

4.8(2) The **market participant** must estimate and the **ISO** must agree to the operations and maintenance charge calculated:

(a) as the present value of the full incremental maintenance cost, incremental operations cost and overheads associated with the operations and maintenance of the facilities which are deemed to be in excess of those required by **good electric industry practice**; and

(b) over the useful life of those facilities or 20 years, whichever is less.

4.8(3) The **market participant** must use the discount rate provided in subsection 4.9 below in the present value calculation.

Discount Rate

4.9(1) The **ISO** must determine the discount rate as:

$$\underset{\text{rate}}{\text{discount}} = \left[(1-\text{E})\times(\text{YLD}+1\%)\right]+\left(\frac{\text{E}\times\text{ROE}}{1-\text{T}}\right)$$

where:

(a) E is equal to the **Commission**-approved equity ratio applicable to the **legal owner** of **transmission facilities**, as amended from time to time;

(b) YLD is equal to the yield on 30-year Government of Canada bonds;

(c) ROE is equal to the **Commission**-approved rate of return on equity applicable to the **legal owner** of the **transmission facilities**, as amended from time to time; and

(d) T is equal to the combined federal and provincial income tax rate applicable to the **legal owner** of the **transmission facilities**.

4.9(2) The **ISO** must use zero as the tax rate T in subsection 4.9(1) above for a **legal owner** of **transmission facilities** that does not pay income tax, including a non-income tax paying municipal **legal owner** of **transmission facilities**.

Miscellaneous

4.10(1) The **ISO** must make reasonable efforts to ensure that, where **transmission facilities** must be relocated, the party causing the relocation pays all reasonable costs associated with the relocation.

4.10(2) The **ISO** must, where new facilities between adjacent **balancing authority areas** are required, allocate the costs of such facilities to the **ISO** and to the party responsible for costs in the other **balancing authority area** based on the extent to which each benefits directly from the facilities.

4.10(3) The **ISO** may exercise discretion in the application of the **construction contribution** provisions in the **ISO tariff**, including the determination of costs to be system-related in certain circumstances that might, under strict application of the **construction contribution** provisions, have been classified as participant-related.

Revision History

Effective	Description
2025-01-01	Updated charges as approved in **Commission** Decision 29606-D01-2024 issued on December 18, 2024.
2024-01-01	Updated charges as approved in **Commission** Decision 28627-D01-2023 issued on December 15, 2023.
2023-07-20	Revised as applied for in the AESO 2022 ISO Tariff Modernization Application, as approved in **Commission** Decision 27864-D01-2023 issued on May 31, 2023 and in effect as of July 20, 2023 as per **Commission** Decision 28294-D01-2023 (Alberta Electric System Operator ISO Tariff Compliance Filing Pursuant to Decision 27864-D01-2023).
2023-01-01	Updated investment levels, as approved in **Commission** Decision 27777-D01-2022 issued on December 21, 2022.
2021-07-01	Revisions to provisions regarding the deeming of costs per **Commission** Decision 26215-D01-2021 issued on April 29, 2021, as varied in **Commission** Decision 26215-D02-2021 issued on June 3, 2021.
2021-01-01	Revised and reformatted subsections as approved in **Commission** Decision 25175-D02-2020 issued on November 30, 2020 and updated investment levels, as approved in **Commission** Decision 26054-D01-2020 issued on December 18, 2020.
2019-01-01	Updated investment levels, as approved in **Commission** Decision 24036-D01-2018 issued on December 18, 2018.
2018-01-01	Updated investment levels, as approved in **Commission** Decision 23065-D01-2017 issued on November 28, 2017.
2017-01-01	Updated investment levels, as approved on an interim refundable basis in **Commission** Decision 22093-D01-2016 issued on December 2, 2016.
2016-04-01	Updated investment levels, as approved in **Commission** Decision 21302-D01-2016 issued on March 31, 2016.
2016-01-01	Updated investment levels, as approved in **Commission** Decision 20753-D02-2015 issued on December 21, 2015.
2015-07-01	Updated investment levels, as approved in **Commission** Decision 3473-D01-2015 issued on June 17, 2015 except for subsection 3 which remains as approved in **Commission** Decision 2011-275 issued on June 24, 2011

2013-10-01	Updated investment levels, 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 except for subsection 3 which remains as approved in **Commission** Decision 2011-275 issued on June 24, 2011.
2011-07-01	Revised and reformatted all subsections, as approved in **Commission** Decision 2011-275 issued on June 24, 2011.

ISO Tariff – Section 5
Changes to System Access Service

Applicability

5.1 This section applies to a **market participant** who has requested or is receiving **system access service** under:

(a) Rate DTS, *Demand Transmission Service*;

(b) Rate PSC, *Primary Service Credit*; or

(c) Rate STS, *Supply Transmission Service*.

Events Resulting in Adjustments to Construction Contributions and Contract Capacity

5.2(1) A **market participant**, the **ISO** or the **legal owner** of a **transmission facility** may initiate a review of the **construction contribution** that the **ISO** had previously determined for a connection project.

5.2(2) If the **ISO** determines that the contract capacity amount in a *System Access Service Agreement* for Rate DTS or Rate STS previously determined by the **ISO** in respect of subsections 3.6(2), (3) and (4) of the **ISO tariff**, *System Access Service Request,* does not reflect the actual flows, the **ISO** may adjust the contract capacity to reflect such actual flows and the **market participant** must pay any recalculated amounts for any **construction contribution** in accordance with this section 5 of the **ISO tariff**, *Changes to System Access Service*, and any contribution for a **generating unit** or **aggregated generating facility** calculated in accordance with section 7 of the **ISO tariff**, *Generating Unit Owner's Contribution*, as applicable, provided that:

(a) prior to determining whether to adjust any contract capacity amount, the **ISO** must discuss the potential adjustment with the **market participant**; and

(b) the **ISO** must not adjust contract capacity unless the deviation from actual flows is 10 per cent or greater than the contract capacity amount.

5.2(3) A **market participant** may dispute a decision made by the **ISO** under subsection 5.2(2) in accordance with Section 103.2 of the ISO rules, *Dispute Resolution*.

5.2(4) The **ISO** must review a **construction contribution** determination and may determine a **construction contribution** adjustment is required when:

(a) a **market participant** materially increases or decreases **contract capacity** or investment term or terminates **system access service**, prior to the expiry of the investment term for a connection project;

(b) one or more additional **market participants** use facilities originally installed for an existing **market participant**, resulting in sharing of facilities as provided for in subsection 5.5 below;

(c) connection project costs previously classified as system-related are reclassified as participant-related to meet changes in **market participant** requirements;

(d) connection project costs previously classified as participant-related are reclassified as system-related;

(e) a material error in the original **construction contribution** is identified; or

(f) the estimated or actual cost of the connection project materially varies from the original estimate.

5.2(5) The **ISO** must determine a **construction contribution** under the provisions of section 4 of the **ISO tariff**, *Classification and Allocation of Connection Projects Costs*, rather than this section 5, if an increase in **contract capacity** requires the construction of **transmission facilities** at an existing **point of delivery** or **point of supply**.

5.2(6) The **ISO** must not make an adjustment to a **construction contribution** more than 20 years after **commercial operation** of a connection project.

Reductions or Terminations of Contract Capacity

5.3(1) The **ISO** must make a reduction or termination of **contract capacity** effective 5 years after the date of notice of the request for reduction or termination, subject to subsection 5.3(2) below.

5.3(2) A **market participant** may make a lump sum payment determined by the **ISO** in lieu of all or a portion of the 5-year notice period in subsection 5.3(1) above.

5.3(3) The **ISO** must calculate the payment in lieu of notice (also known as a "PILON") as a share of the costs of **system transmission facilities** incurred to reasonably accommodate a **market participant**'s **contract capacity** over the 5-year planning horizon of the **transmission system**, and must calculate the payment for a **market participant** reducing, terminating or changing the start date or end date for **contract capacity** under Rate DTS, after executing a *System Access Service Agreement*, as the present value of the difference in bulk system and regional system charges that would be attributed to the service:

(a) with the reduction or termination of or change of date for **contract capacity** during the notice period; and

(b) with the contract capacity or start date or end date for contract capacity indicated in the System Access Service Agreement last executed by the **market participant**.

5.3(4) The **ISO** must use the discount rate provided in subsection 4.9 of the **ISO tariff**, *Classification and Allocation for Connection Projects Costs*, in the present value calculation in subsection 5.3(3)(a) and (b) above.

5.3(5) A **market participant** may make a payment in lieu of notice at any time prior to or during the 5 year notice period, for the remainder of the notice period and the **ISO** must receive such payment at least 30 **days** before the reduction or termination of **contract capacity**.

5.3(6) The **ISO** may waive or reduce the requirement for payment in lieu of notice if, as determined by the **ISO**:

(a) **contract capacity** is transferred to a **system access service** of the same **market participant** at a nearby transmission substation;

(b) **transmission system** benefits arise from the reduction or termination of **contract capacity**, which may include relief of regional transmission constraints, removal of capacity limitations which would restrict **system access service** to other **market participants** or avoidance of future upgrades to the **transmission system**; or

(c) during the 5 years prior to the reduction in **contract capacity** becoming effective, the **market participant** has not increased **contract capacity** at the **point of delivery** at which the reduction in **contract capacity** occurs and, at the time that the **market participant** requests to reduce or terminate the **contract capacity**, has not executed a *System Access Agreement* under Rate DTS for future increases in **contract capacity** at the **point of delivery**.

5.3(7) The **ISO** may, at any time during the remainder of a notice period for which a payment in lieu of notice was made:

(a) re-assess the payment in lieu of notice if material differences arise between the requested and actual **contract capacities** or between expected and actual load; and

(b) require additional payment from the **market participant**.

Metered Demand Above Pre-Notice Contract Capacity

5.4(1) The **ISO** must determine the **contract capacity** immediately following the 5-year notice period required by subsection 5.3(1) above to be the maximum of:

(a) the pre-notice **contract capacity** less the reduction of **contract capacity** the **market participant** requested; or

(b) the highest **metered demand** during the 5-year notice period less the reduction of **contract capacity** the **market participant** requested.

5.4(2) A **market participant** may provide an additional notice of reduction to request a subsequent reduction of **contract capacity** to the original notice level, if the highest **metered demand** affects the maximum determined under subsection 5.4(1) above.

Shared Facilities

5.5(1) The **ISO** must allocate the participant-related costs of shared **transmission facilities** to **market participants** if **transmission facilities** are constructed to serve a **market participant** and then used to serve other but not all **market participants** within 20 years after **commercial operation** of the original connection project.

5.5(2) The **ISO** must allocate the participant-related costs of shared **transmission facilities**:

(a) when a transmission line is shared by two or more substations, by allocating the costs of the shared line to those substations in accordance with subsection 5.5(3) below; and

(b) when a single substation is shared by 2 or more **market participants**, by allocating the shared costs associated with the substation to those **market participants** in accordance with subsection 5.5(4) below.

5.5(3) The **ISO** must allocate the participant-related costs of a transmission line shared by 2 or more substations by:

(a) determining the higher of the sum of all Rate DTS **contract capacities** or the sum of all Rate STS **contract capacities** for each substation in each of the 20 years following **commercial operation** of the original transmission line, and assigning a **contract capacity** of zero in a year in which a substation did not exist;

(b) calculating the percentage share of the transmission line attributable to each substation by dividing the **contract capacity** determined in subsection 5.5(3)(a) above for the substation in a year by the sum of **contract capacities** determined for all sharing substations in that year;

(c) calculating the average percentage share over the full 20-year period for each substation; and

(d) multiplying the cost of the shared transmission line by the average percentage share determined for each substation.

5.5(4) The **ISO** must allocate the participant-related costs of **transmission facilities** used to provide **system access services** to more than one **market participant** at a single substation to the **market participants** at the substation by:

(a) determining the **substation fraction** for each **market participant** in each of the 20 years following **commercial operation** of the original connection project, assigning a **contract capacity** of zero in any year in which a **market participant** did not receive **system access service**;

(b) calculating the average **substation fraction** over the full 20-year period for each **market participant**; and

(c) multiplying the cost of the shared **transmission facilities** by the average **substation fraction** determined for each **market participant**.

5.5(5) The **ISO**, as a result of the allocation of costs of shared **transmission facilities** under subsections 5.5(2), (3) and (4) above:

(a) must reduce the participant-related costs allocated to the original **market participant**; and

(b) may refund under subsection 5.6 below, where applicable, in part or in full, a **construction contribution** previously paid by that **market participant**.

5.5(6) The **ISO**, as a result of the allocation of costs of shared **transmission facilities** under subsections 5.5(2), (3) and (4) above:

(a) must include the allocated share of existing **transmission facilities** in the determination of participant-related costs for the additional **market participants** under subsection 4.2(2)(d) of the **ISO tariff**, *Classification and Allocation for Connection Projects Costs*; and

(b) may assess **construction contributions** to the additional **market participants** under section 4 of the **ISO tariff**, *Classification and Allocation for Connection Projects Costs*.

5.5(7) The **ISO** must reclassify the participant-related costs of a connection project as system-related costs if, within 20 years after **commercial operation** of the original connection project, **transmission facilities** are constructed to serve a **market participant** and are then, in the determination of the **ISO**, used for the benefit of many **market participants,** based on calculating the average percentage share over the full 20 year period for the original connection project and the time the **ISO** reclassified the costs as system-related.

Determination of Construction Contribution

5.6 The **ISO** must determine the amount of an adjustment to a **construction contribution** paid for a connection project in accordance with the **construction contribution** provisions described in the **ISO tariff** as applied to the **transmission facility** at the time construction is completed.

Payments and Refunds

5.7(1) A **market participant** must pay a **construction contribution** adjustmentwithin 30 **days** of a request for payment.

5.7(2) A **legal owner** of a **transmission facility** must refund a **construction contribution** adjustment:

(a) within 30 **days** after the effective date of a change to a *System Access Service Agreement*, if the refund arises from changes to **contract capacity** or investment term that do not require construction of a **transmission facility**;

(b) within 90 **days** after the **Commission** issues permit and licence for a **transmission facility**, if the refund results from the construction of the **transmission facility**; and

(c) within 90 **days** of the **ISO** determining the amount of the adjustment, in all other circumstances.

5.7(3) The **market participant** must pay:

(a) an increase in **construction contribution** by way of electronic funds transfer or wire transfer to the bank account a **legal owner** of a **transmission facility** specifies; and

(b) a payment in lieu of notice by way of electronic funds transfer or wire transfer to a bank account the **ISO** specifies.

5.7(4) A **market participant** must pay and a **legal owner** of a **transmission facility** must refund all adjustments without interest.

5.7(5) A **market participant** is not required to pay and a **legal owner** of a **transmission facility** is not required to refund an adjustment amount less than $10 000.

Revision History

Effective	Description
2025-01-01	Revised as approved in **Commission** Decision 28441-D02-2023 issued November 27, 2023.
2023-07-20	Revised as applied for in the AESO 2022 ISO Tariff Modernization Application, as approved in **Commission** Decision 27864-D01-2023 issued on May 31, 2023 and in effect as of July 20, 2023 as per **Commission** Decision 28294-D01-2023 (Alberta Electric System Operator ISO Tariff Compliance Filing Pursuant to Decision 27864-D01-2023).

2021-01-01	Updated to remove the subsection relating to Regulated Generating Unit Connection Costs, as approved in **Commission** Decision 26054-D01-2020 issued on December 18, 2020.
2021-01-01	Updated $0.00/MWh charge, as approved in **Commission** Decision 25175-D01-2020 issued on November 30, 2020.
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, and in **Commission** Decision 2011-333 issued on August 4, 2011 for subsection 5(6).

Applicability

6.1 This section applies to a **market participant** who has requested a new **system access service** or changes to an existing **system access service** under:

(a) Rate DTS, *Demand Transmission Service*;

(b) Rate FTS, *Fort Nelson Demand Transmission Service*;

(c) Rate PSC, *Primary Service Credit*; or

(d) Rate STS, *Supply Transmission Service*.

Amount of Financial Obligation

6.2(1) A **market participant** must ensure that its **financial obligation**, which consists of the **financial security** and **construction contribution**, excluding the amount of any advancement costs calculated by the **ISO** pursuant to subsection 4.2(3)(a) of the **ISO tariff**, *Classification and Allocation of Connection Projects Costs*, are provided as described in the following subsections, which **financial obligations** are illustrated:

(a) in Figure 6-1 below, for a connection project eligible for local investment; and

(b) in Figure 6-2 below, for a connection project not eligible for local investment.

Figure 6-1: Financial Obligation for Connection Project Eligible for Local Investment

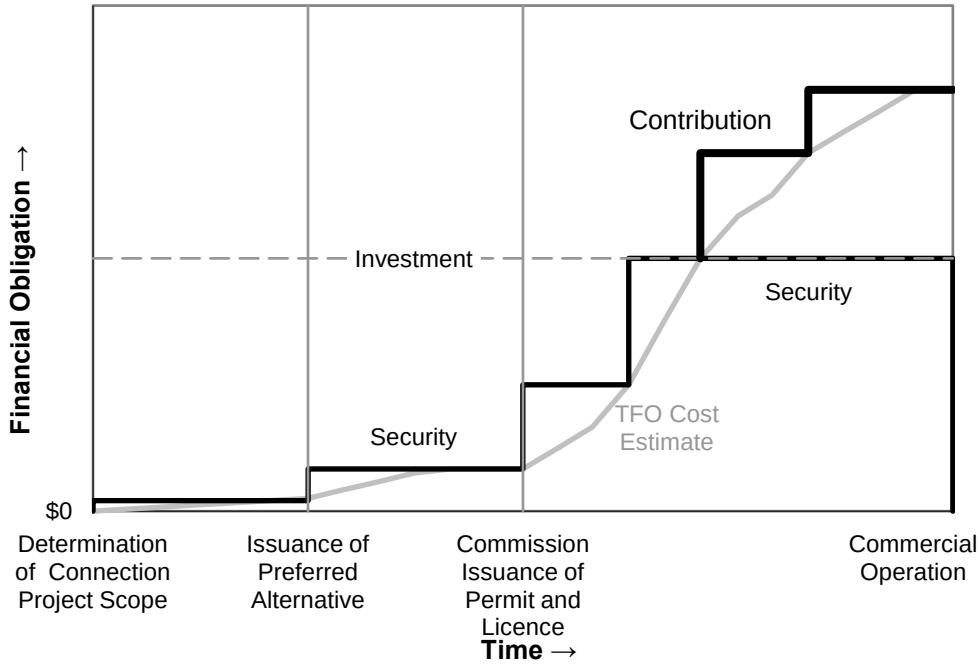
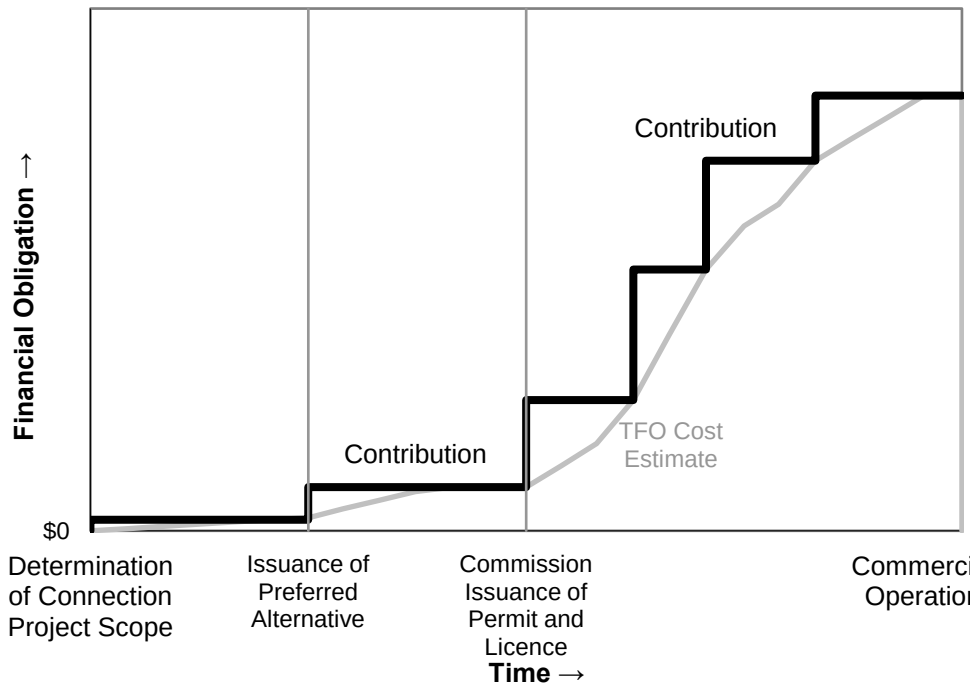


Figure 6-2: Financial Obligation for Connection Project Not Eligible for Local Investment



6.2(2) The **market participant** must satisfy the **financial obligation** for a connection project at all times after the **ISO** determines the connection project scope in accordance with subsection 3.3(3) of the **ISO tariff**, *System Access Service Requests*.

6.2(3) The **ISO** must determine the total amount of the **financial obligation** for a connection project, which must include but not exceed:

(a) other than advancement costs calculated by the **ISO** pursuant to subsection 4.2(3)(a) of the **ISO tariff**, participant-related costs of the connection project estimated or incurred in accordance with section 4 of the **ISO tariff**, *Classification and Allocation for Connection Projects Costs*, including:

(i) costs estimated in advance or incurred by the **legal owner** of the **transmission facility** for assisting in the determination of the **ISO's** preferred connection alternative and the facility application and for constructing the connection project; and

(ii) costs estimated in advance by the **ISO** for facilities which are in excess of those required by **good electric industry practice**;

and

(b) any operations and maintenance charge estimated in advance by the **market participant** for the connection project, in accordance with subsection 4.8(2) of the **ISO tariff**, *Classification and Allocation for Connection Projects Costs*.

6.2(4) The **financial obligation** for the connection project shall be the amounts and timing determined as follows by the **legal owner** of the **transmission facility** for the connection project as the project progresses through the stages illustrated in Figure 6-1 or 6-2 above, as applicable, where:

(a) from the determination of the connection project scope to the **ISO**'s issuance of the preferred connection alternative, the **financial obligation** amount is equal to the total estimated or actual cost that the **legal owner** of the **transmission facility** incurs for assisting in the determination of the **ISO**'s preferred connection alternative;

(b) from the **ISO**'s issuance of the preferred connection alternative to the **Commission**'s issuance of **permit and licence** for the connection project, the **financial obligation** amount is the sum of:

(i) the amount from subsection 6.2(4)(a) above; and

(ii) the estimated or actual cost that the **legal owner** of the **transmission facility** incurs during preparation and submission of the facility application to the **Commission**;

and

(c) after the **Commission**'s issuance of **permit and licence** for the connection project, the **financial obligation** amount is the sum, up to the total amount established in subsection 6.2(3) above, of:

(i) the amount from subsection 6.2(4)(b) above; and

(ii) the estimated or actual cost that the **legal owner** of the **transmission facility** incurs during the stages of construction and completion of the connection project, as illustrated in Figures 6-1 or 6-2 above, as applicable.

6.2(5) The **financial obligation** amounts established under subsection 6.2(4) above must include all costs associated with procurement of long lead time equipment, determined by the **legal owner** of the **transmission facility**, where the procurement occurs prior to the **Commission**'s issuance of **permit and licence** for the connection project.

6.2(6) The **financial obligation** amounts may be based on certain assumptions made by the **legal owner** of the **transmission facility** regarding the **market participant**'s request for **system access service** and which may be revised from time to time to reflect changes to:

(a) the request for **system access service**;

(b) factors affecting the connection project, such as the method of construction, the routing of facilities and the approvals and rights of way;

(c) variances in the estimated or actual cost of the connection project compared to the original estimate; and

(d) other relevant considerations.

6.2(7) The **financial obligation** amounts established by subsections 6.2(4) and (5) above will be based on the amounts set out in "Schedule A" of a *Construction Commitment Agreement* substantially in the form included in Appendix A of the **ISO tariff**, *System Access Agreement Proformas*.

Payment of Advancement Costs

6.3 If the construction of **transmission facilities** is required for a connection project, a **market participant** must pay in full to the **legal owner** of the **transmission facility** for the connection project any advancement costs calculated by **ISO** pursuant to subsection 4.2(3)(a) of the **ISO tariff***, Classification and Allocation of Connection Projects Costs*, within 30 **days** after the *System Access Service Agreement* for Rate DTS becomes effective pursuant to subsection 3.7(1) of the **ISO tariff**, *System Access Service Requests*.

Form and Provision of Financial Security for Projects Eligible for Local Investment

6.4(1) A **market participant** must provide **financial security** for a connection project except:

(a) where the **market participant** is a **legal owner** of an **electric distribution system** that is regulated by the **Commission**; or

(b) if the project is proposed by the **market participant** under section 5(2) of the *Transmission Deficiency Regulation*, in respect of the **transmission facilities** that the **market participant** requesting **system access service** is proposing to construct.

6.4(2) The **market participant** must provide the **financial security** to the **legal owner** of the **transmission facility** as illustrated in Figure 6-1 above:

(a) in the amount of and at the time defined for the **financial obligation** described in subsection 6.2 above; and

(b) up to the maximum local investment determined for the connection project under section 4 of the **ISO tariff**, *Classification and Allocation for Connection Projects Costs*.

6.4(3) The **market participant** must provide **financial security** that is satisfactory to the **legal owner** of the **transmission facility** in the form of:

(a) an unconditional and irrevocable standby letter of credit payable on demand to the **legal owner** of the **transmission facility** and issued from a Canadian chartered bank or other comparable financial institution acceptable to the **legal owner** of the **transmission facility**;

(b) a cash collateral deposit able to be registered as a first security interest held by the **legal owner** of the **transmission facility**; or

(c) alternative financial security in a form, substance and amount determined at the sole discretion of the **legal owner** of the **transmission facility**.

6.4(4) If acceptable to the **legal owner** of the **transmission facility**, the **market participant** may

(a) provide unsecured credit, up to an unsecured credit limit determined by the **legal owner** of the **transmission facility**; or

(b) pay a **construction contribution** in lieu of **financial security.**

6.4(5) A **market participant** may provide **financial security** in amounts greater than those a **legal owner** of the **transmission facility** establishes in subsection 6.2(3) above but this does not reduce the amount of **construction contribution** required by subsection 6.5 below.

Form and Provision of Construction Contribution

6.5(1) The **market participant** must pay the **construction contribution** for:

(a) any **financial obligation** amount in excess of the maximum local investment for a connection project that is eligible for local investment determined under section 4 of the **ISO tariff** *Classification and Allocation for Connection Projects Costs*; or

(b) the total amount of the **financial obligation** for a connection project that is not eligible for local investment, such as for **system access service** provided under Rate STS.

6.5(2) The **market participant** must pay the **construction contribution**:

(a) documented in "Schedule A" of the *Construction Commitment Agreement*, as required by subsections 6.2(7) above; and

(b) by way of electronic funds transfer or wire transfer to the bank account the **legal owner** of the **transmission facility** specifies.

6.5(3) The **market participant** may pay the **construction contribution** in amounts greater than those documented in "Schedule A" of the *Construction Commitment Agreement* required by subsection 6.2(7) above.

Cancellation

6.6(1) The **market participant** must, upon cancellation of a connection project at any time prior to **commercial operation**, pay:

(a) all costs the **legal owner** of the **transmission facility** incurs or is required to incur while assisting in the determination of the **ISO's** preferred connection alternative preparation of the facility application and construction of the project, as documented in the *Construction Commitment Agreement* required by subsection 6.2(7) above; and

(b) any other costs the **legal owner** of the **transmission facility** incurs or is required to incur with respect to the project, including all cancellation costs, penalties and costs for material salvage and reclamation of the construction site.

6.6(2) The **market participant** providing the **financial security, construction contribution** or other amounts accepts that the **legal owner** of the **transmission facility** must, upon failure of payment of the costs described in subsection 6.6(1) above before or on the payment due date as specified by the **legal owner** of the **transmission facility**:

(a) make reasonable efforts to enforce and realize on any **financial security** provided for the connection project without further notice;

(b) retain any realized **financial security**, **construction contribution** or other amounts paid for the connection project to offset costs the **legal owner** of the **transmission facility** incurs or is required to incur due to the cancellation of the connection project; and

(c) take any other reasonable actions determined by the **legal owner** of the **transmission facility** or prescribed by the **ISO** with respect to the recovery of costs arising from the cancellation of the connection project.

6.6(3) The **ISO** must support recovery, through the tariff of the **legal owner** of the **transmission facility**, of any costs that are unrecoverable under subsection 6.6(2) above.

6.6(4) The **market participant** who provided the **financial security, construction contribution** or other amounts is entitled to the return of any **financial security**, **construction contribution** or other amounts by the **legal owner** of the **transmission facility** that is in excess of the costs described in subsection 6.6(1) above.

6.6(5) A connection project may be deemed to be cancelled pursuant to subsection 6.6(1) above if a **market participant** takes action that, in the opinion of the **legal owner** of the **transmission facility**, indicates the termination or abandonment of an intention to proceed to **commercial operation** of the connection project.

6.6(6) The **market participant** who provided the **financial security, construction contribution** or other amounts accepts that the **legal owner** of the **transmission facility** may deduct, set off and net out any debts, liquidated demands, unliquidated demands, damages or other amounts the **legal owner** of the **transmission facility** owes to the **market participant**, under any *Construction Commitment Agreement* between the **legal owner** of the **transmission facility** and the **market participant**, in partial or full satisfaction of any costs owing by the **market participant** under subsection 6.6(1) above.

6.6(7) The **ISO** may deduct, set off and net out any debts, liquidated demands, unliquidated demands, damages or other amounts the **ISO** owes to the **market participant**, under any *System Access Service Agreement* between the **ISO** and the **market participant**, in partial or full satisfaction of any costs owing by the **market participant** under subsection 6.6(1) above.

Return of Financial Security

6.7(1) The **market participant** who paid the **construction contribution** is entitled to the return of any **financial security** held for the connection project by the **legal owner** of the **transmission facility**, within 90 **days** after **commercial operation** of the connection project.

6.7(2) The **market participant** who paid the **construction contribution** is entitled to the return of any **construction contribution** paid in excess of the actual cost of the connection project by the **legal owner** of the **transmission facility**, within 90 **days** after the **legal owner** of the **transmission facility** provides the final cost report for the connection project to the **ISO**.

Effect of non-compliance

6.8(1) A **market participant** must satisfy a request for **financial security** or **construction contribution** or for additional or replacement **financial security** or **construction contribution** within 30 **days** of such request.

6.8(2) A **market participant** who provided **financial security** or **construction contribution** for a connection project must report any event of default by it to a lender for borrowed funds or any **material adverse changes** in its financial position within 2 **business days** of such event.

6.8(3) A **market participant** must accept suspension by the **legal owner** of the **transmission facilities** of all work related to the connection project if:

(a) a **market participant** fails to provide **financial security** or **construction contribution**; or

(b) the **ISO** or the **legal owner** of the **transmission facility** becomes aware of an unreported event or change under subsection 6.8(2) above.

6.8(4) A **market participant** must accept the continued suspension by the **legal owner** of the **transmission facilities** of work on the connection project until the **market participant** provides **financial security** or **construction contribution** or the financial position of the **market participant** no longer constitutes a **material adverse change**.

6.8(5) The **market participant** must continue to meet all **financial obligations** for amounts that have accrued or are accruing, to the **ISO** or to the **legal owner** of the **transmission facility** with respect to the connection project, notwithstanding any suspension of work on the connection project under subsection 6.8(3) above.

Revision History

Effective	Description
2023-07-20	Revised as applied for in the AESO 2022 ISO Tariff Modernization Application, as approved in **Commission** Decision 27864-D01-2023 issued on May 31, 2023 and in effect as of July 20, 2023 as per **Commission** Decision 28294-D01-2023 (Alberta Electric System Operator ISO Tariff Compliance Filing Pursuant to Decision 27864-D01-2023).
2021-01-01	Revised and reformatted all subsections, as approved in **Commission** Decision 25175-D02-2020 issued on November 30, 2020.
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 – Section 7
Generating Unit Owner's Contribution

Applicability

7.1 This section of the **ISO tariff** applies to the owner (as that term is defined in the **Act**) of a generating facility, being a **generating unit** or an **aggregated generating facility**:

(a) with a **maximum capability** that is or will be greater than 1 MW;

(b) that is or will be connected to the **transmission system** or an **electric distribution system** on or after January 1, 2006; and

(c) for which revenue metering equipment to measure hourly **metered energy** has been installed.

Determination of Owner's Contribution

7.2(1) The **ISO** must calculate an owner's contribution for a generating facility:

(a) for a connection project that requires new or amended **needs approval**, in accordance with the owner's contribution rates and **ISO tariff** in effect on the date that evidence of ability to pay the contribution for a generating facility is provided to the **ISO** in accordance with subsection 7.4(1) below; or

(b) for a connection project that does not require new or amended **needs approval**, in accordance with the owner's contribution rates and **ISO tariff** in effect on the date that the owner's contribution for a generating facility is paid in accordance with subsection 7.4(2) below.

7.2(2) The **ISO** must calculate an owner's contribution for a generating facility as:

(a) the **maximum capability** of the generating facility;

multiplied by

(b) the owner's contribution rate (i.e., Column B, in subsection 7.3 below) for the area of the **transmission system** where the generating facility will be located (i.e., Column A, in subsection 7.3 below).

Owner's Contribution Rates

7.3(1) An owner's contribution rates for the area of the **transmission system** where the generating facility will be located are as follows:

Column A	Column B
Planning Region	Contribution Rate
Northwest	$10,000 / MW
Northeast	$30,000 / MW
Edmonton	$20,000 / MW

Column A	Column B
Central	$40,000 / MW
Calgary	$30,000 / MW
South	$50,000 / MW

7.3(2) The planning regions are defined as follows:

Planning Region	Planning Region Description	Planning Area Number	Planning Area Name
Northwest	This region borders Fort McMurray and Athabasca to the east, Wabamun and Hinton/Edson to the south, British Columbia to the west and the Northwest Territories to the north.	17	Rainbow Lake
		18	High Level
		19	Peace River
		20	Grande Prairie
		21	High Prairie
		22	Grande Cache
		23	Valleyview
		24	Fox Creek
		26	Swan Hills
Northeast	This region borders High Level, Peace River, High Prairie, Swan Hills and Wabamun areas to the west, Edmonton, Fort Saskatchewan, Vegreville and Cold Lake areas to the south, Northwest Territories to the north and Saskatchewan to the east.	25	Fort McMurray
		27	Athabasca/ Lac La Biche
		33	Fort Saskatchewan.
Edmonton	This region borders Swan Hills, Athabasca and Fort Sask. areas to the north, Hinton and Dayton Valley to the west, Red Deer and Alliance to the south and Vegreville to the east.	31	Wetaskiwin
		40	Lake Wabamun
		60	Edmonton

Planning	Planning Region Description	Planning	Planning Area Name
Central	This region borders Grande Cache, Fox Creek, Swan Hills, Wabamun, Wetaskiwin, Fort Saskatchewan and Cold Lake to the north, British Columbia to the west, Saskatchewan to the east and Seebe, Airdrie, Strathmore, Sheerness and Empress to the south.	13	Lloydminster
		28	Cold Lake
		29	Hinton/Edson
		30	Drayton Valley
		32	Wainwright
		34	Abraham Lake
		35	Red Deer
		36	Alliance/Battle River
		37	Provost
		38	Caroline
		39	Didsbury
		42	Hanna
		56	Vegreville
Calgary	This region includes Calgary and Airdrie. This region borders Didsbury to the north, Seebe to the west, Strathmore to the south and High River and Hanna to the east.	6	Calgary
		57	Airdrie

Planning	Planning Region Description	Planning	Planning Area Name
South	This region borders Abraham Lake, Caroline, Didsbury, Hanna, Calgary and Airdrie to the north, Montana to the south, British Columbia to the west and Saskatchewan to the east.	4	Medicine Hat
		43	Sheerness
		44	Seebe
		45	Strathmore/Blackie
		46	High River
		47	Brooks
		48	Empress
		49	Stavely
		52	Vauxhall
		53	Fort MacLeod
		54	Lethbridge
		55	Glenwood

Evidence, Payment and Notification of Owner's Contribution

7.4(1) For a connection project that requires a new or amended **needs approval**, the owner of a generating facility must, at the time of executing a *System Access Service Agreement* in accordance with subsection 3.6(1) of the **ISO tariff**, *System Access Service Requests*, provide the **ISO** with evidence satisfactory to the **ISO** that the owner of the generating facility has sufficient funds available to pay any contribution for a generating facility. For purposes of the foregoing, evidence acceptable to the **ISO** includes **financial security** that meets the requirements of section 103.3 of the **ISO rules**, *Financial Security Requirements*.

7.4(2) The owner of a generating facility must pay the owner's contribution for a generating facility in full to the **ISO** by way of electronic funds transfer or wire transfer to a bank account the **ISO** specifies:

(a) for generating facilities for which a new or amended *System Access Agreement* under Rate STS is required, within 30 days of the *System Access Service Agreement* for Rate STS becoming effective pursuant to subsections 3.7(1) or 3.7(4) of Section 3 of the **ISO tariff**, *System Access Service Requests;*

(b) for generating facilities for which a new or amended *System Access Agreement* under Rate STS is not required, but for which a system access service request must be submitted pursuant to subsection 3.2(1) of the **ISO tariff**, *System Access Service Requests*, prior to completion of Stage 3/4 of the AESO's *Behind the fence* process; and

(c) for all other generating facilities, at least three (3) business days prior to the date of energization for the generating facility.

7.4(3) The **ISO** must provide reasonable notice to the owner of a generating facility to provide any evidence required under subsection 7.4(1) and any payment required under subsection 7.4(2).

7.4(4) For the purpose of calculating the refund of an owner's contribution for a generating facility under subsection 7.5 below, the **ISO** in the notice of payment required under subsection 7.4(3) must specify the energization date for the generating facility that the owner of the generating facility has provided to the **ISO** at the time of issuing the notice.

7.4(5) Where an amendment has been made to a *System Access Service Agreement* under Rate STS that has been executed but has not become effective in accordance with subsection 3.7 of Section 3 of the **ISO Tariff**, *System Access Service Requests*, the **ISO** must amend the energization date required under subsection 7.4(4) to align with the energization date provided to the **ISO** at the time of the amendment.

Refund of Owner's Contribution

7.5(1) The **ISO** must refund a contribution for a generating facility to the owner who originally paid it, or as otherwise directed by the owner who originally paid it, if the generating facility satisfies the **ISO rules** regarding satisfactory annual performance, in accordance with the provisions of this subsection 7.5.

7.5(2) The **ISO** must refund an owner's contribution for a generating facility in annual amounts during the refund period which begins on January 1 following the energization date specified in the notification for payment issued under subsection 7.4(3) and ends 9 calendar years later on December 31.

7.5(3) The **ISO** must calculate the annual amounts during the refund period as:

(a) 5.6% of the contribution for a generating facility, in each of the first through fourth calendar years in the refund period;

(b) 11.2% of the contribution for a generating facility, in the fifth calendar year in the refund period; and

(c) 16.6% of the contribution for a generating facility, in each of the sixth through ninth calendar years in the refund period.

7.5(4) The **ISO** must refund, as follows, an owner's contribution for a generating facility, for each calendar year during the refund period, the annual amount determined under subsection 7.5(3) above:

(a) in full if the generating facility completely satisfies the performance criteria established in section 505.2 of the **ISO rules**, *Performance Criteria for Refund of Generating Unit Owner's Contribution*, during that calendar year;

(b) reduced to zero dollars if the generating facility does not fully satisfy the performance criteria established in section 505.2 of the **ISO rules**, *Performance Criteria for Refund of Generating Unit Owner's Contribution*; or

(c) reduced to zero dollars if the generating facility has not energized before the start of the first calendar year following the energization date specified in the notification for payment issued under subsection 7.4(3) and before the start of the calendar years that follow.

7.5(5) The **ISO** must refund the amount of an owner's contribution for a generating facility determined in accordance with subsections 7.5(3) and (4) above by February 28 of the year following the calendar year to which the refund relates.

7.5(6) The **ISO** must refund the annual amounts without interest.

Adjustment of Refunds

7.6(1) The **ISO** must revise the refund of an annual amount without interest, in whole or in part, if the **ISO** determines that an error was made or that an inappropriate amount was refunded.

7.6(2) An owner must return a refund of an annual amount, in whole or in part, if the **ISO** determines that an error was made or that an inappropriate amount was refunded.

Revision History

Effective	Description
2025-01-01	Updated charges as approved in **Commission** Decision 29606-D01-2024 issued on December 18, 2024.
2024-01-01	Updated charges as approved in **Commission** Decision 28627-D01-2023 issued on December 15, 2023.
2023-09-01	Revised as applied for in the Alberta Electric System Operator ISO Tariff Compliance Filing Pursuant to Decision 27864-D01-2023, as approved in **Commission** Decision 28294-D01-2023 issued on July 20, 2023.
2023-01-01	Updated charges, as approved in **Commission** Decision 27777-D01-2022 issued on December 21, 2022.
2021-01-01	Revised and reformatted all subsections, as approved in **Commission** Decision 25175-D02-2020 issued on November 30, 2020.
2013-07-01	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.

General

8.1 **Ancillary services** are provided by **market participants** when the **ISO** determines there is a need for such services to maintain system **reliability** and ensure the reliable operation of the **interconnected electric system**. **Market participants** required by the **ISO** to provide **ancillary services** shall be directed to do so in accordance with **ISO rules** and will be compensated as provided in subsections 8.2 through 8.7 below, as applicable.

Contracted Ancillary Services

8.2 If at the time the **market participant** is directed to provide **ancillary services** the **market participant** has an existing contract with the **ISO** to provide the **ancillary services** in question from the directed facility (the "existing contract"), then the amount to be paid to the **market participant** by the **ISO** for the **ancillary services** shall be determined according to the terms of the existing contract.

Directed Ancillary Services Other Than Transmission Must-Run Services

8.3 If at the time the **market participant** is directed to provide an **ancillary service** other than transmission must-run service, the **market participant** does not have an existing contract, then the amount to be paid to the **market participant** by the **ISO** in respect of each **ancillary service** provided shall be the greater of the following monthly amounts. Each amount is the sum for the **month** of hourly compensation amounts:

(a) The product of the MW hour directed and the highest price paid in the hour to **market participants** providing the same **ancillary service** pursuant to subsection 8.2 above and that the existing contract was the result of a competitive process conducted in the prior 12 **months**; or

(b) The verifiable net opportunity cost related to foregone electricity sales incurred by the **market participant** to supply the directed **ancillary service**, taking into account offsetting **power pool** energy receipts.

Transmission Must-Run Services

8.4(1) Transmission must-run services are **ancillary services** provided by **market participants** with **generating units** in response to a **directive** provided by the **ISO** to ensure safe and reliable electrical service for a region of the **interconnected electric system**.

8.4(2) Transmission must-run services are foreseeable if the **ISO**, taking into account reasonable procurement timing requirements, determines transmission must-run services are required to meet **ISO** transmission **reliability** criteria which includes consideration of expected operating conditions and transmission **planned outages**. Transmission must-run services are unforeseeable transmission must-run services if they do not constitute foreseeable transmission must-run services.

Arrangements and Compensation for Foreseeable Transmission Must-Run Services

8.5 Arrangements and compensation for foreseeable transmission must-run services will be made in accordance with the *Foreseeable TMR Service Procurement Procedure* (Appendix B of the **ISO tariff**).

Compensation for Unforeseeable Transmission Must-Run Services

8.6(1) If at the time the **market participant** is directed to provide unforeseeable transmission must-run service the **market participant** does not have an existing contract, then the amount to be paid to the

market participant in the applicable **settlement period** for unforeseeable transmission must-run service is equal to variable costs plus fixed costs, where:

(a) variable costs means the hourly difference of the **pool price** subtracted from the energy price, which shall not be less than zero (0), multiplied by the corresponding hourly energy generated (MWh) by the specific directed **generating unit** in compliance with the **directive** to provide unforeseeable transmission must-run service, where:

(i) Energy price ($/MWh) is the product of the heat rate multiplied by the fuel cost, added to the sum of the variable Rate STS charges, the variable O&M charge and the Cost of Emissions charge.

(ii) Heat rate (GJ/MWh) is the actual heat rate of the **market participant**'s **generating unit** during the period when the unit was complying with the **directive**.

(iii) Fuel cost for a gas **generating unit** is the natural gas market price ($/GJ), being the "Daily Spot Price at AECO-C and NIT", excluding weekends, as published in the *Canadian Gas Price Reporter*, for natural gas on the applicable **day**. The fuel cost for a coal **generating unit** shall be provided by the **market participant**.

(iv) Variable Rate STS charge ($/MWh) is the actual cost of all variable charges from Rate STS of the **ISO tariff**, including the applicable **loss factor** charge or credit.

(v) Variable O&M charge ($/MWh) is the all-in cost (including major/minor overhauls), fixed at $4.00/MWh, of providing incremental output from the unit, excluding fuel costs and variable Rate STS charges.

(vi) Cost of Emissions charge ($/MWh) is the actual compliance cost of emissions incurred under applicable Provincial or Federal emissions legislation or regulation, prorated for the amount of time that the **generating unit** of the **market participant** is providing unforeseeable transmission must-run service in response to a **directive**, and divided by the total generation for the **generating unit** in the applicable compliance period.

(b) Fixed costs are equal to the average monthly fixed cost multiplied by the greater of the must-run ratio or the minimum must-run ratio, where:

(i) Average monthly fixed cost is equal to one-twelfth of the sum of the annual costs in items (A) through (H) as follows:

(A) annual amortization and depreciation amounts for the **market participant**'s investment or for the **power purchase arrangement** acquisition cost related to the specific directed **generating unit**, consistent with amounts reported in the **market participant**'s audited financial statements and adjusted for cogeneration infrastructure not utilized for generation purposes;

(B) the product of the unamortized or undepreciated capital investment multiplied by a deemed debt percentage of 70% and multiplied by a debt interest rate that is equal to the current 10-year Government of Canada bond interest rate plus 0.5% and where the unamortized or undepreciated capital investment is the greater of

(1) the **market participant**'s initial cost of property, plant and equipment for the specific directed **generating unit** or the **market participant**'s initial **power purchase arrangement** acquisition cost related to the specific directed **generating unit**, less accumulated depreciation or amortization, as the case may be, related to the specific directed **generating unit**; or

(2) 25% of the **market participant**'s initial cost of property, plant and equipment for the specific directed **generating unit** or the **market participant**'s initial **power**

purchase arrangement acquisition cost related to the specific directed **power purchase arrangement**.

(C) the product of unamortized or undepreciated capital investment, as described in (B) above, multiplied by a deemed 30% common equity percentage of capital structure multiplied by a deemed 12% rate of return on equity;

(D) if the **market participant** provides verifiable actual values for the items in both (B) and (C) then those will be used instead of the deemed values;

(E) the product of the tax rates multiplied by the rate of return on equity amount determined in (C), where income tax costs reflect the marginal income tax rates for both federal and provincial portions of income tax;

(F) total annual direct fixed operation and maintenance costs associated with the specific directed **generating unit**;

(G) total annual direct fixed fuel costs associated with the specific directed **generating unit**; and

(H) fixed charges from applicable **power purchase arrangements** associated with the specific directed **generating unit**.

(ii) Must-run ratio is the ratio of the number of hours in the **month** when unforeseeable transmission must-run services were provided to the total number of hours in the **month**;

(iii) Minimum must-run ratio is:

(A) 12% for the first or second unforeseeable transmission must-run service event within a rolling 12-**month** period in which transmission must-run service is directed by the **ISO**;

(B) 20% for the third unforeseeable transmission must-run service event within a rolling 12-**month** period in which transmission must-run service is directed by the **ISO**;

(C) 30% for the fourth unforeseeable transmission must-run service event within a rolling 12-**month** period in which transmission must-run service is directed by the **ISO**;

(D) 40% for the fifth unforeseeable transmission must-run service event within a rolling 12-**month** period in which transmission must-run service is directed by the **ISO**; or

(E) 50% for the sixth or any additional unforeseeable transmission must-run service event within a rolling 12-**month** period in which transmission must-run service is directed by the **ISO**.

If there is more than one unforeseeable transmission must-run service event in a **settlement period**, the minimum must-run ratio shall be the highest applicable percentage described in (A) through (E) above.

8.6(2) In lieu of the variable and fixed costs in subsections 8.6(1)(a) and (b) above, if a **market participant** can demonstrate foregone future energy sales due to a transmission must-run **directive**, then the verifiable net opportunity cost related to foregone electricity sales incurred by the **market participant** to supply the directed transmission must-run service, taking into account offsetting **power pool** energy receipts. This applies only to **market participants** that have responded to a transmission must-run **directive** using hydroelectric generating units.

Maximum Transmission Must-Run Services Compensation

8.7 The maximum monthly amount to be paid by the **ISO** for transmission must-run service results in the recovery of fixed, operating and maintenance costs, including a reasonable rate of return for the service provider and is equal to the average monthly fixed cost plus variable costs as provided for in subsection 8.6 above.

Invoicing

8.8 A **market participant** that provides unforeseeable transmission must-run service in response to a **directive** from the **ISO** will submit an invoice to the **ISO** within 15 **business days** after the end of the **month** in which the service was provided, with the exception of an invoice for the Cost of Emissions charge described in subsection 8.6(1)(a)(vi) which the **market participant** must submit to the **ISO** within 15 **business days** of the emissions compliance costs being incurred by the **market participant**. The amount of any invoices shall be determined in accordance with the method in subsection 8.6 above and will separately itemize the values used for each component specified (fixed and variable costs).

Audit Rights

8.9 The **ISO** has the right to audit a **market participant**'s invoices and source information related thereto for transmission must-run services, provided that any such audit is:

(a) conducted only on reasonable prior notice to the **market participant**;

(b) conducted on the **market participant**'s premises during normal business hours;

(c) not conducted by or the information gathered made available to, those individuals at the **ISO** that determine contestability for purposes of the **ISO** procuring transmission must-run competitively;

(d) conducted subject to section 103.1 of the **ISO rules**, *Confidentiality*; and that

(e) no copies of records reviewed during the audit shall be made without the **market participant**'s prior written consent.

Revision History

Effective	Description
2023-07-20	Revised as applied for in the AESO 2022 ISO Tariff Modernization Application, as approved in **Commission** Decision 27864-D01-2023 issued on May 31, 2023 and in effect as of July 20, 2023 as per **Commission** Decision 28294-D01-2023 (Alberta Electric System Operator ISO Tariff Compliance Filing Pursuant to Decision 27864-D01-2023).
2021-01-01	Revised and reformatted all subsections, as approved in **Commission** Decision 25175-D02-2020 issued on November 30, 2020.
2011-07-01	Revised and reformatted all subsections, as approved in **Commission** Decision 2011-275 issued on June 24, 2011.

ISO Tariff – Section 9
Demand Opportunity Service

Applicability

9.1 This section applies to a **market participant** who has requested or is receiving **system access service** under Rate DOS, *Demand Opportunity Service*.

Qualification

9.2(1) A **market participant** must qualify for demand opportunity service to receive **system access service** under Rate DOS and must re-qualify every five years.

9.2(2) A **market participant** applying to receive or change an existing **system access service** under Rate DOS must:

(a) submit to the **ISO** a completed qualification application, available on the AESO website at least 90 **days** prior to:

(i) the **market participant**'s proposed date for starting demand opportunity service; or

(ii) the expiry of a current end date; and

(b) pay a non-refundable fee of $10,000 to the **ISO** for evaluation of the **market participant**'s eligibility for demand opportunity service at the time the qualification application is submitted.

9.2(3) To qualify for demand opportunity service, the **market participant** must:

(a) meet the commercial eligibility criteria for demand opportunity service provided in subsection 9.3 below;

(b) be capable of curtailing the capacity provided under Rate DOS if the **ISO** issues a **dispatch** or **directive** to do so, within 10 minutes of the **ISO dispatch** or **directive**; and

(c) have an executed *System Access Service Agreement* for Rate DTS, *Demand Transmission Service*, at the **point of delivery** on or before starting demand opportunity service.

9.2(4) A **market participant** who qualifies for demand opportunity service must limit use of the service to:

(a) no more than the demand opportunity service capacity which the **market participant** requested or a lower demand opportunity service capacity as the **ISO** determines is available;

(b) the specific type of demand opportunity service, as listed in Rate DOS, which the **market participant** requested and is eligible for; and

(c) a maximum of 5 years from starting demand opportunity service.

9.2(5) The **ISO** must ensure there is sufficient transmission capacity and suitable system operating conditions capable of accommodating the request at the time the **ISO** approves the **market participant**'s qualification.

9.2(6) The **ISO** must notify a **market participant,** of approval or denial of qualification for demand opportunity service, within **90 days** of receiving a qualification application.

Commercial Eligibility Criteria

9.3(1) A **market participant** must satisfy the **ISO** that the **market participant** would not increase **metered demand** under Rate DTS, or any other applicable rate, if Rate DOS was not available.

9.3(2) A **market participant** must satisfy the **ISO** that a commercial business opportunity exists for the use of additional electric energy.

9.3(3) A **market participant** must utilize additional electric energy under the DOS Dispatchable type of Rate DOS either:

(a) to replace an alternative source of energy where the **market participant**:
  (i) has an available alternative source of energy, including means to employ it, that could rationally be used instead of electric energy from the **interconnected electric system**; and
  (ii) the cost of utilizing the alternative source of energy is less than the cost of receiving additional electric energy under Rate DTS;

or

(b) to take advantage of a market opportunity where the **market participant**:
  (i) has a market or business opportunity that requires additional electric energy;
  (ii) the cost of receiving additional electric energy under Rate DTS renders the opportunity uneconomic; and
  (iii) the **market participant**'s alternative is to forego the opportunity.

9.3(4) A **market participant** must utilize additional electric energy under the DOS Term type of Rate DOS either:

(a) for the purposes listed in subsection 9.3(3) above; or

(b) for scheduled maintenance of a **generating unit, energy storage resource** or an **aggregated facility** where the **market participant**:
  (i) has planned maintenance of an on-site **generating unit, energy storage resource** or **aggregated facility** that normally supplies electric energy to an industrial complex; and
  (ii) would reduce the load at its industrial complex in these circumstances rather than pay the cost of receiving additional electric energy under Rate DTS.

9.3(5) A **market participant** must not utilize additional electric energy under any type of Rate DOS when the requirement for additional electric energy is the result of a **forced outage**, **unplanned outage** or derate of an on-site **generating unit, energy storage resource** or **aggregated facility** that normally supplies electric energy to an industrial complex or otherwise displaces consumption of electric energy from the **interconnected electric system**.

Eligibility and the Requirement to Bid and Comply with ISO Instruction

9.4(1) A **market participant** must submit, or cause a party acting on its behalf to submit, a **bid** for demand opportunity service into the energy market in accordance with **ISO rules** and receive a **dispatch** to use demand opportunity service from the **ISO** before the **market participant** utilizes such additional electric energy under any type of Rate DOS.

9.4(2) A **market participant** must not utilize demand opportunity service if it receives a **dispatch** or **directive** from the **ISO** not to do so.

Recallable Service

9.5(1) The **ISO** must recall demand opportunity service in advance of recalling **system access service** provided to **market participants** under Rate DTS and Rate FTS, *Fort Nelson Demand Transmission Service*, to the extent practicable in an **emergency**.

9.5(2) The **ISO** must recall demand opportunity service:

(a) in accordance with the provisions of Rate DOS;

(b) whenever **transmission system** capacity becomes insufficient to sustain demand opportunity service, either temporarily or permanently;

(c) when the Alberta **balancing authority area** lacks sufficient **ancillary services**; and

(d) in accordance with the provisions of section 2 of the **ISO tariff**, *Provision of System Access Service*.

Effect of Disqualification

9.6(1) The **ISO** may audit a **market participant**'s eligibility for and use of demand opportunity service from time to time to verify compliance with the qualification and eligibility requirements in subsections 9.2, 9.3 and 9.4 above.

9.6(2) The **ISO** may charge a **market participant** the cost of an audit conducted in accordance with subsection 9.6(1) above.

9.6(3) The ISO must terminate billing under Rate DOS and bill all **metered energy** delivered to the **market participant** under Rate DTS starting on the date of termination of billing under Rate DOS, if the **ISO** determines that the **market participant** is no longer eligible for demand opportunity service.

9.6(4) The **ISO** may recover retroactive amounts for the period during which a **market participant** did not qualify for or was not eligible for, but was billed under, Rate DOS.

Revision History

Effective	Description
2025-02-01	Updated subsections, as approved in **Commission** Decision 28989-D01-2024 issued on July 31, 2024.
2021-01-01	Revised and reformatted all subsections, as approved in **Commission** Decision 25175-D02-2020 issued on November 30, 2020.
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.

Applicability

10.1 This section applies to a **market participant** who has requested or is receiving **system access service** under any rate of the **ISO tariff**.

Billing Procedures

10.2(1) The **ISO** must issue a statement of account for **system access service** no later than 15 **business days** after the end of each **settlement period**, which statement may include:

(a) amounts determined on an initial basis for that **settlement period**;

(b) amounts determined on an interim basis for the period 2 **months** prior to that **settlement period**; and

(c) amounts determined on a final basis for the period 4 **months** prior to that **settlement period**.

10.2(2) The **ISO** may review a statement of account and may issue a new statement of account based on the results of that review.

10.2(3) The **ISO** may choose not to issue a statement of account on an interim or final basis if it would result in a charge or refund of less than $1,000.

10.2(4) The **ISO** may use estimated values to produce a statement of account if:

(a) **metered demand** or **metered energy** data is not available or is incomplete;

(b) **metering equipment** fails or the data is under dispute; or

(c) the **ISO**'s billing and settlement system is unable to produce a statement of account.

10.2(5) The **ISO** must, when a statement of account is based on estimated values, make an adjustment, to reflect the use of actual or more appropriate estimated values in a subsequent statement of account issued in accordance with:

(a) amounts determined on an interim basis for the period 2 **months** prior to that settlement period; or

(b) amounts determined on a final basis for the period 4 **months** prior to that settlement period.

10.2(6) The **ISO** may deduct from a statement of account any amounts it owes to the **market participant** or its **affiliates**.

Totalized Billing at Separate Substations

10.3(1) The **ISO** may totalize multiple **points of delivery**, **points of supply**, or both, at separate substations, for a single **market participant** and produce 1 statement of account for the **market participant** that is an industrial complex or the **legal owner** of an **electric distribution system** that is obtaining **system access service** on behalf of a **market participant** that is an industrial complex.

10.3(2) The **ISO** must base its decision to totalize under subsection 10.3(1) on a review of:

(a) the economics of providing more than a single substation;

(b) re-classification of the site as a **Commission**-designated industrial system; or

(c) the existence of a credible transmission bypass alternative.

Totalized Billing and Contracting at the Same Substation

10.4(1) For the purposes of billing and contracting under the **ISO tariff**, the **ISO** may totalize multiple **points of delivery** at a single substation under Rate DTS, *Demand Transmission Service*.

10.4(2) For the purposes of billing and contracting under the **ISO tariff**, the **ISO** may totalize multiple **points of supply** at a single substation under Rate STS, *Supply Transmission Service*.

Adjustments

10.5(1) A **market participant** may request that a statement of account be recalculated and reissued 45 or more **days** after an amount has been determined on a final basis for a **settlement period**, as a result of:

(a) unavailable or incomplete **meter** data;

(b) inaccurate estimates of **meter** data; or

(c) reconciliation with updated estimates of **meter** data;

10.5(2) The **ISO** may recover the cost of recalculating and reissuing a statement of account from the **market participant**.

Provision of Settlement Data

10.6(1) The **ISO** must make available to a **market participant** upon request data required to verify a statement of account for **system access service**.

10.6(2) The **ISO** may recover the cost of retrieval and provision of data required to verify a statement of account for **system access service** from the **market participant**.

Payment Terms

10.7(1) A **market participant** must pay the amounts shown on the statement of account no later than 20 **business days** after the end of the **settlement period**.

10.7(2) The **market participant** must make payment by way of electronic funds transfer or wire transfer to a bank account specified by the **ISO**.

Effect of Non-Compliance

10.8(1) The **ISO** may charge interest and other amounts, suspend or terminate **system access service** and take other action in accordance with section 103.7 of the **ISO rules**, *Financial Default and Remedies*, if a **market participant**:

(a) fails to comply with a requirement to provide **financial security** to the **ISO** for **system access service**; or

(b) fails to pay in full a **financial obligation** to the **ISO** for **system access service**, on or before a specified due date for that **financial obligation**.

10.8(2) The **ISO** must not reinstate **system access service** to a **market participant** unless the **market participant** has paid all **financial obligations** owing to the **ISO** in full and has restored or secured its credit facility in a manner satisfactory to the **ISO**.

Revision History

Effective	Description
2023-11-27	Updated as approved in **Commission** Decision 28441-D01-2023 issued on November 27, 2023.
2021-01-01	Revised and reformatted all subsections, as approved in **Commission** Decision 25175-D02-2020 issued on November 30, 2020.
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.

Applicability

11.1 This section applies to a **market participant** who is receiving **system access service** under:

(a) Rate DTS, *Demand Transmission Service*; or

(b) Rate FTS, *Fort Nelson Demand Transmission Service*.

Causes Eligible for Peak Metered Demand Waivers

11.2(1) The **ISO** may waive peak **metered demand** for a **market participant** for the purpose of calculating **billing capacity** if the peak **metered demand** was caused by one of the following:

(a) **commissioning**;

(b) activities required to repair and maintain **transmission facilities**;

(c) load restoration or load transfer between **point of delivery** activities that are part of an **electric distribution system** that follows a **forced outage**, **planned outage** or **unplanned outage** of **transmission facilities** or facilities that are part of an **electric distribution system**;

(d) compliance with a **directive** the **ISO** issues; or

(e) an event of **force majeure** that impacts the **ISO**.

11.2(2) The **ISO** may also waive peak **metered demand** for a **legal owner** of an **electric distribution system** for pre-scheduled activities required to maintain facilities that are part of its **electric distribution system**.

Requests for Peak Metered Demand Waivers

11.3(1) A **market participant** may request a peak **metered demand** waiver by submitting a completed *Peak Metered Demand Waiver Request* form, available on the AESO website or from the **ISO**.

11.3(2) The **market participant** must submit the *Peak Metered Demand Waiver Request* form to the **ISO** no later than 7 **business days** after the end of the **settlement period** for which the waiver is being requested.

11.3(3) The **ISO** may, if it does not have sufficient information to make a determination on a peak **metered demand** waiver request:

(a) request additional information from the **market participant**; or

(b) request permission to audit the **market participant's** relevant records associated with the event.

Revision History

Effective	Description
2021-01-01	Revised and reformatted all subsections, as approved in **Commission** Decision 25175-D02-2020 issued on November 30, 2020.
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 – Section 12
Miscellaneous

Applicability

12.1 This section applies to a **market participant** who has requested or is receiving **system access service** under any rate in the **ISO tariff**.

Assignment

12.2(1) A **market participant** may assign its agreement for **system access service** or any rights under it to another **market participant** who is eligible for the **system access service** available under the agreement and the **ISO tariff**, but only with the **ISO**'s prior consent.

12.2(2) The **ISO**'s consent under subsection 12.2(1) above must not be unreasonably withheld.

12.2(3) The **ISO** must apply to the account of the assignee all rights and obligations associated with the **system access service** when a **system access service** agreement for Rate DTS, *Demand Transmission Service*, Rate FTS, *Fort Nelson Demand Transmission Service*, or Rate STS, *Supply Transmission Service*, has been assigned in accordance with subsection 12.2(1) above, including any and all retrospective adjustments due to deferral account reconciliation or any other adjustments.

Termination by Mutual Agreement

12.3(1) The **ISO** and a **market participant** may, by mutual written agreement, terminate any agreement entered into with respect to **system access service** under the **ISO tariff**, provided such termination does not relieve either the **ISO** or the **market participant** of any obligations accrued or accruing under the agreement prior to its termination.

12.3(2) Subsection 12.3(1) above does not limit the **ISO**'s ability under subsection 2.4(1) of the **ISO tariff**, *Provision of System Access Service*, to unilaterally limit, reduce, withhold or terminate **system access service** if a **market participant** fails to comply with a provision of the **ISO tariff**.

Notifications

12.4(1) A notice or other document that is required to be given or served by a **market participant** upon the **ISO** under the **ISO tariff**, must be provided as follows:

(a) in writing;

(b) by personal service, registered letter, or email; and

(c) addressed to:

AESO
3000, 240 – 4 Avenue SW
Calgary, AB T2P 4H4
Attention: ISO Tariff
ISOtariffnotice@aeso.ca

12.4(2) A notice or other document that is required to be given or served by the **ISO** upon a **market participant** under the **ISO tariff**, must be provided as follows:

(a) in writing;

(b) by personal service, registered letter, or email; and

(c) sent to the address(es) shown for the **market participant** in the relevant agreement for **system access service**.

12.4(3) A **market participant** and the **ISO** must deem all notices to be duly given:

(a) upon delivery if personally delivered;

(b) 5 **business days** after posting if sent by registered mail during normal postal service conditions; or

(c) on the same **day**, if emailed.

12.4(4) In the event of disruption of normal postal service, a **market participant** and the **ISO** must provide notice by personal service or email.

Revision History

Effective	Description
2025-01-01	Updated subsection 12.4(1)(c), as approved in **Commission** Decision 29606-D01-2024 issued on December 18, 2024.
2021-01-01	Revised and reformatted all subsections, as approved in **Commission** Decision 25175-D02-2020 issued on November 30, 2020.
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 A

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 XOS and Rate XOM, Export Service; and

(d) Rate IOS, *Import Opportunity Service*.

(2) The attached construction commitment agreement proforma is used for requests for **system access service** under section 6 of the **ISO tariff**, *Financial Obligations for Connection Projects*.

Revision History

Effective	Description
2025-02-01	Revised as approved in Commission Decision 28989-D01-2024, issued on July 31, 2024, removing Rate DOS Proforma.
2023-07-20	Revised as applied for in the AESO 2022 ISO Tariff Modernization Application, as approved in **Commission** Decision 27864-D01-2023 issued on May 31, 2023 and in effect as of July 20, 2023 as per **Commission** Decision 28294-D01-2023 (Alberta Electric System Operator ISO Tariff Compliance Filing Pursuant to Decision 27864-D01-2023).
2021-01-01	Revised, as approved in **Commission** Decision 25175-D02-2020 issued on November 30, 2020, revised Appendix naming as approved in **Commission** Decision 26054-D01-2020 issued on December 18, 2020.
2021-01-01	Revised, as approved in **Commission** Decision 25175-D02-2020 issued on November 30, 2020.
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 A
System Access Service Agreement Proforma for Rate DTS, Demand Transmission Service

[insert Service Description– DTS - Date – Project No]

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

This DTS Agreement is made effective as of the Effective Date.

Between:

Independent System Operator, operating as AESO,
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],
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. 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. 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. DEFINITIONS AND INTERPRETATION

(a) Unless otherwise defined in this DTS Agreement, bolded terms, not including headings, used in this DTS 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 DTS Agreement, including:

i. "DTS Agreement" means this System Access Service Agreement for Demand Transmission Service Rate; and

ii. "Effective Date" means the date that is this DTS Agreement comes into effect, in accordance with Section 2 below.

(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 **ISO tariff**, the latter shall prevail.

2. EFFECTIVE DATE

(a) If the construction of **transmission facilities** is required for a connection project, this **DTS Agreement** becomes effective immediately following the later of:

(i) the issuance by the **Commission** of the permit(s) and licence(s) required to construct and operate the **transmission facilities**;

(ii) if applicable, the receipt by the **market participant** of the following regulatory approvals;

[list approvals, if applicable];

and

(iii) if applicable, the successful resolution of the following non-financial matters:

[list non-financial matters].

(b) If the construction of transmission facilities is not required for a connection project, this **DTS Agreement** becomes effective on the day it is executed.,

3. SERVICE AND POINT(s) OF DELIVERY

Point(s) of delivery is/are located at and described as follows:

Service Description:	[insert service description]
Substation name(s) and #:	[Name of Substation (123S)]
Measurement Point Identification(s) (MPID(s)):	[insert assigned number]

4. CONTRACT CAPACITY

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

[insert capacity] MW from a **contract capacity** start date of [insert date] up to and including [insert date];

[insert capacity] MW from a **contract capacity** start date of [insert date] up to and including [insert date]; and

[insert capacity] MW from a **contract capacity** start date of [insert date] for the balance of the term of this DTS Agreement.

5. COMMERCIAL OPERATION

For purposes of the **ISO tariff**, **commissioning** for a load **market participant** ends and **commercial operation** begins 90 days from the **contract capacity** date specified in Section 4 of this DTS Agreement, unless agreed to otherwise in writing between the **ISO** and the **market participant**.

6. SETTLEMENT

The **ISO** must charge, and the **market participant** must pay, amounts in accordance with Rate DTS commencing in the **settlement period** in which the **ISO** commences the provision of **system access service** to the **market participant**.

7. ISO OBLIGATION TO PROVIDE SERVICE

Subject to Section 8 and 9 of this DTS Agreement, the **ISO** must provide **system access service** under Rate DTS to the **market participant** at the **point(s) of delivery** at the **contract capacity** pursuant to Sections 3 and 4 of this DTS Agreement.

8. MARKET PARTICIPANT'S OBLIGATION IN RELATION TO SERVICE

If the **market participant** takes **system access service** under Rate DTS, the **market participant** must take such **system access service** at the **point(s) of delivery** at the **contract capacity** pursuant to Sections 3 and 4 of this DTS Agreement.

9. MARKET PARTICIPANT'S PAYMENT OBLIGATION

The **market participant** 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.

10. OTHER RATES AND CONDITIONS

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

Yes ☐ No ☐

(b) This service is designated to provide **underfrequency load shedding**.

Yes ☐ No ☐

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

Yes ☐ No ☐

11. TERM

This DTS Agreement commences on the Effective Date and continues unless it is terminated in accordance with the **ISO tariff**.

12. PRIOR AGREEMENTS

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

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;

(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 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.

14. NOTICES

(a) A notice must be provided 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 address(es) to the **ISO** using the method posted on the AESO website as updated from time to time.

15. AMENDMENTS

(a) The parties acknowledge that either may request an amendment to this DTS Agreement. The **market participant** must request such an amendment by complying with the procedure for amending DTS Agreements posted by the **ISO** on its website or, if such procedure is not posted, by providing notice to the **ISO**.

(b) Notwithstanding the foregoing, the parties acknowledge that the **ISO tariff**, **ISO rules** and *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 is deemed amended upon each such approval.

(c) Subject to 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. MISCELLANEOUS

(a) Section 9 will survive the termination of this DTS Agreement for either the time provided for in such section or the longest period provided by law.

(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.

(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 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 must extend only to the particular breach so waived and must not limit or affect any rights with respect to any other or future breach.

(d) Time is of the essence.

(e) This DTS Agreement 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) Whenever possible, each provision of this DTS Agreement 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 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 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.

(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 is reasonably required in order to fully perform and carry out the terms of this DTS Agreement.

(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, and all such counterparts taken together will constitute one instrument.

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.

ISO, operating as AESO

Per: _____ Date: _____

Name:

Title:

[insert legal name of corporation or partnership]

Per: _____ Date: _____

Name:

Title:

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

[Insert Service Description **– STS – Date – Project No]**

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

This STS Agreement is made effective as of the Effective Date.

Between:

Independent System Operator, operating as AESO,
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],
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. 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**.

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. DEFINITIONS AND INTERPRETATION

(a) Unless otherwise defined in this STS Agreement, bolded terms, not including headings, used in this STS 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 STS Agreement, including:

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

ii. "Effective Date" means the date that this STS Agreement comes into effect in accordance with Section 2 below.

(b) Should the **ISO tariff**, **ISO rules** or *Consolidated Authoritative Document Glossary* 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.

2. EFFECTIVE DATE

(a) If the construction of **transmission facilities** is required for a connection project, this **STS Agreement** becomes effective immediately following the later of:

(i) the issuance by the **Commission** of the permit(s) and licence(s) required to construct and operate the **transmission facilities**;

(ii) if applicable, the receipt by the **market participant** of the following regulatory approvals;

[list approvals, if applicable];

and

(iii) if applicable, the successful resolution of the following non-financial matters:

[list non-financial matters].

(b) If the construction of transmission facilities is not required for a connection project, this **STS Agreement** becomes effective on the day it is executed.

3. SERVICE AND POINT(s) OF SUPPLY

Point(s) of supply is/are located at and described as follows:

Service Description:	[insert service description]
Substation name(s) and #:	[Name of Substation (123S)]
Measurement Point Identification(s) (MPID(s)):	[insert assigned number]

4. CONTRACT CAPACITY

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

[insert capacity] MW from a capacity start date of [insert date] up to and including [insert date];

[insert capacity] MW from a capacity start date of [insert date] up to and including [insert date]; and

[insert capacity] MW from a capacity start date of [insert date] for the balance of the term of this STS Agreement.

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** must charge, and the **market participant** must pay, amounts in accordance with Rate STS commencing in the **settlement period** in which the **ISO** commences the provision of **system access service** to the **market participant**.

7. ISO OBLIGATION TO PROVIDE SERVICE

Subject to Section 8 and 9 of this STS Agreement, the **ISO** must provide **system access service** under Rate STS to the **market participant** at the **point(s) of supply** at the **contract capacity** pursuant to sections 3 and 4 of this STS Agreement.

8. MARKET PARTICIPANT'S OBLIGATION IN RELATION TO SERVICE

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

9. MARKET PARTICIPANT'S PAYMENT OBLIGATION

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

10. OTHER CONDITIONS

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

Yes ☐ No ☐

11. TERM

This STS Agreement commences on the Effective Date and continues unless it is terminated in accordance with the **ISO tariff**.

12. PRIOR AGREEMENTS

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

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;

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

(i) does not and will not violate any laws applicable to the **market participant**; 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.

14. NOTICES

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

_____
_____

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

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

_____
_____
_____

Attention: _____

Telephone: _____
Fax: _____
Email: _____

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

15. AMENDMENTS

(a) The parties acknowledge that either may request an amendment to this STS Agreement. The **market participant** must request such an amendment by complying with the procedure for amending STS Agreements posted by the **ISO** on its website or, if such procedure is not posted, by requesting providing notice to the **ISO**.

(b) Notwithstanding the foregoing, the parties acknowledge that the **ISO tariff**, **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 is deemed amended upon each such approval.

(c) Subject to Section 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) Section 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.

(b) 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.

(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 STS Agreement 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 must extend only to the particular breach so waived and must not limit or affect any rights with respect to any other or future breach.

(d) Time is of the essence.

(e) 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.

(f) Whenever possible, each provision of this STS Agreement 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 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 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.

(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 is reasonably required in

order to fully perform and carry out the terms of this STS Agreement.

(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, and all such counterparts taken together 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.

ISO, operating as AESO

Per: _____ Date: _____

Name:

Title:

[insert legal name of corporation or partnership]

Per: _____ Date: _____

Name:

Title:

ISO Tariff – Appendix A
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 , 202 (the "Effective Date").

Between:

Independent System Operator, operating as AESO
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],
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. 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 Export 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 Export Agreement, including:

i. "Export Agreement" means 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

☐ British Columbia **Intertie** ☐ Saskatchewan **Intertie** ☐ Montana **Intertie**

3. SETTLEMENT

The **ISO** must charge, and the **market participant** 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 5 and 6 of this Export Agreement, the **ISO** must provide **system access service** under Rate XOS or Rate XOM, as applicable, to the **market participant** at the Point of 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** must take such **system access service** at the Point of Interconnection pursuant to Section 2 of this Export Agreement.

6. MARKET PARTICIPANT'S PAYMENT OBLIGATION

The **market participant** 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 commences on the Effective Date and continues for a term of one (1) year, expiring on , 202 .

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 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 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.

10. NOTICES

(a) A notice must be provided 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: _____

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

11. AMENDMENTS

(a) The parties acknowledge that either may request an amendment to this Export Agreement. The **market participant** must request such an amendment by complying with the procedure for amending Export Agreements posted by the **ISO** on its website or, if such procedure is not posted, by providing notice to the **ISO**.

(b) Notwithstanding the foregoing, the parties acknowledge that the **ISO tariff**, **ISO rules** and *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 is deemed amended upon each such approval.

(c) Subject to 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) Section 6 will survive the termination of this Export Agreement for either the time provided for in such section or the longest period provided by law.

(b) 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.

(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 Export Agreement 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 must extend only to the particular breach so waived and must not limit or affect any rights with respect to any other or future breach.

(d) Time is of the essence.

(e) This Export Agreement 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) Whenever possible, each provision of this Export Agreement 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 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 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.

(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 Export Agreement.

(h) 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, and all such counterparts taken together will constitute one instrument.

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.

ISO, operating as AESO

Per: _____ Date:

Name:
Title:

[insert legal name of corporation or partnership]

Per: _____ Date:

Name:
Title:

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

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

This Import Agreement effective the 1st day of , 202 (the "Effective Date").

Between:

Independent System Operator, operating as AESO
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],
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. 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) Unless otherwise defined in this Import Agreement, bolded terms, not including headings, used in this Import 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 Import Agreement, including:

i. "Import Agreement" means 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** must charge, and the **market participant** must pay, amounts in accordance with Rate IOS commencing on [insert date].

4. ISO OBLIGATION TO PROVIDE SERVICE

Subject to Section 5 and 6 of this Import Agreement, the **ISO** must provide **system access service** under Rate IOS to the **market participant** at the Point of 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** must take such **system access service** at the Point of Interconnection pursuant to Section 2 of this Import Agreement.

6. MARKET PARTICIPANT'S PAYMENT OBLIGATION

The **market participant** 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 commences on the Effective Date and continues for a term of 1 year, expiring on , 202 .

8. PRIOR AGREEMENTS

This Import Agreement supersedes and replaces, as of the Effective Date, any other agreement for **system access service** under Rate IOS between the parties at the Point of 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 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.

10. NOTICES

(a) A notice must be provided 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:

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Attention: _____

Telephone: _____

Fax: _____

Email: _____

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

11. AMENDMENTS

(a) The parties acknowledge that either may request an amendment to this Import Agreement. The **market participant** must request such an amendment by complying with the procedure for amending Import Agreements posted by the **ISO** on its website or, if such procedure is not posted, by providing notice to the **ISO**.

(b) Notwithstanding the foregoing, the parties acknowledge that the **ISO tariff**, **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 is deemed amended upon each such approval.

(c) Subject to 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) Section 6 will survive the termination of this Import Agreement for either the time provided for in such section or the longest period provided by law.

(b) 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.

(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 Import Agreement 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 must extend only to the particular breach so waived and must not limit or affect any rights with respect to any other or future breach.

(d) Time is of the essence.

(e) This Import Agreement 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) Whenever possible, each provision of this Import Agreement 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 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 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.

(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 is reasonably required in order to fully perform and carry out the terms of this Import Agreement.

(h) 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, and all such counterparts taken together 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.

ISO, operating as AESO

Per: _____ Date:

Name:
Title:

[insert legal name of corporation or partnership]

Per: _____ Date:

Name:
Title:

ISO Tariff – Appendix A
Construction Commitment Agreement Proforma

This Construction Commitment Agreement effective as of the day of , 202 (the "Effective Date")

BETWEEN:

[Insert Name of Legal Owner of the Transmission Facility],
a corporation, incorporated pursuant to the laws of XXX,
with office[s] in the City of [insert city], in the Province of [insert province]

(the "TFO")

– and –

[Insert Name of Market Participant],
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. The **market participant** has requested **system access service** from the **ISO**, operating as the Alberta Electric System Operator, 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. The provision or amendment of **system access service** will require the construction of a new **transmission facility** and a commitment by the **market participant** in relation to the expenditure of capital for such construction;

C. The **ISO tariff** requires the **market participant** to provide **financial security** or a **construction contribution**, or both, to the TFO, in the amounts determined pursuant to the **ISO tariff**;

D. Prior to commencing the Project Work, as set out in the attached Schedule "A", the **ISO tariff** requires the **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

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 in this Construction Contribution 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:

Interpretation and Definitions

1.

(a) Unless otherwise defined in this Construction Commitment Agreement, bolded terms, not

including 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 Construction Commitment Agreement, including:

(i) "Cancellation Costs" means all Connection Project costs actually incurred by the TFO prior to cancellation of a Connection Project, or reasonably required to be incurred by the TFO after cancellation of a Connection Project, including costs arising from assisting with the determination of the **ISO**'s preferred connection alternative, preparation of a facility application and construction of a Connection Project, as documented in the construction commitment agreement required by section 5 of the **ISO tariff**; third-party cancellation costs and penalties; costs for material salvage; and reclamation of any related construction;

(ii) "Cancellation Event" means an event described in the **ISO tariff** or paragraph 11 of this Construction Commitment Agreement which leads to or may lead to the cancellation of the Connection Project;

(iii) "Connection Project" means a new **transmission facility** constructed by the TFO at the request of the **market participant** for **system access service**;

(iv) "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**;

(vii) "Project Work" means the work for the Connection Project as set out in Schedule "A" to this Agreement.

(viii) "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 takes effect on the Effective Date and remains in full force and effect until:

(a) the Connection Project begins **commercial operation**; or

(b) 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.

Construction Contribution and Financial Security

4. The **market participant** must pay to the TFO a **construction contribution** required in respect of its **financial obligation** for the Connection Project in accordance with section 6 of the **ISO tariff**. The **market participant** will pay the **construction contribution** in the amounts and at the times set out and described in the Schedules, each such payment being an absolute transfer of ownership in the funds to the TFO as a payment for the Project Work.

5. For a Connection Project that is eligible for local investment, the **market participant** will also provide or cause to be provided to the TFO the **financial security** required in accordance with section 6 of the **ISO Tariff** as security for the payment and performance of all present and future debts, costs and **financial obligations** of the **market participant** to the TFO arising pursuant to this Construction Commitment Agreement other than those for which the **construction contribution** is paid. The **market participant** will provide or cause to be provided the **financial security** in the amounts and at the times set out and described in the Schedules.

6. The **construction contribution** and **financial security** must in aggregate be in an amount adequate to fund the **financial obligation** arising from the Project Work, as determined pursuant to section 6 of the **ISO tariff**.

7. All changes to the **construction contribution** and **financial security** must be documented in duly executed amended Schedules by the parties reflecting the change.

8. If all or part of the **financial obligation** of the **market participant** is unsecured, or if its Guarantor has provided a guarantee as **financial security**, and the **market participant** becomes aware of a **material adverse change** in respect of the **market participant** or Guarantor, the **market participant** must provide written notice thereof to the TFO and to the **ISO** within 2 **business days** of becoming aware of the occurrence of such **material adverse change**. Upon the occurrence of a **material adverse change**, the TFO may require the **market participant** to provide additional or replacement **financial security**.

9. In determining whether a **material adverse change** has occurred, consideration must be given to an event, circumstance or change which affects or is reasonably expected to affect:

(a) the financial condition of the **market participant** or its Guarantor;

(b) the ability of the **market participant** or its Guarantor to perform its obligations under a Financial Security; or

(c) the assets or business of the **market participant** or its Guarantor.

10. The Connection Project may be cancelled by the TFO upon the occurrence of any of the following events:

(a) the **market participant** fails to provide or cause to be provided the **financial security** in the form and amount set out in Schedule "B" concurrently with the execution and delivery of this Construction Commitment Agreement, or 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 of this Construction Commitment Agreement;

(b) the **Commission** rejects or fails to approve the relevant application for the Connection Project;

(c) the **market participant** fails to:

(i) execute a **system access service** agreement as set out in Appendix A of the **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 A of the **ISO tariff**,

in accordance with the **ISO tariff**;

(d) the **market participant** or its Guarantor breaches a term, condition, agreement or covenant under this Construction Commitment Agreement or the **financial security** and fails to remedy the breach within 5 **business days** of receipt of written notice of the breach by the TFO to the **market participant**;

(e) a representation or warranty made or given by the **market participant** in connection with this Construction Commitment Agreement is shown to be untrue or incorrect when it was made or given at the Effective Date or ceases to be true and correct during the term of this Construction Commitment Agreement;

(f) the **market participant** or its 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 a proceeding seeking a reorganization, arrangement, composition or readjustment under a 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** or its Guarantor;

(g) a formal or informal proceeding is instituted by or against the **market participant** or its Guarantor for the dissolution or liquidation of, settlement of claims against, or winding up of the affairs of, the **market participant** or its Guarantor, or a resolution is passed for dissolution, liquidation or winding up the **market participant** or its Guarantor;

(h) the **market participant** or its 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** or its Guarantor;

(j) the **market participant** creates or permits to exist a charge, security interest, lien, encumbrance or claim against any of the collateral charged under the **financial security** which ranks or could in any event rank in priority to or equally with the **financial security**;

(k) the holder of a charge, security interest, lien, encumbrance or claim against a collateral charged under the **financial security** does anything to enforce or realize on the charge, security interest, lien, encumbrance or claim; or

(l) with respect to a letter of credit provided to the TFO, if replacement **financial security** is requested and not provided by the **market participant** within 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;

(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 an applicable grace period;

(iii) the issuer of the letter of credit disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, such letter of credit;

(iv) 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** under this Construction Commitment Agreement without the written consent of the TFO;

(v) there are less than 20 **business days** remaining until expiry of the letter of credit; or

(vi) an event analogous to a **material adverse change** occurs with respect to the issuer of the letter of credit.

11. If, the Connection Project is cancelled due to the occurrence of a Cancellation Event, the TFO, without limiting or restricting other rights or remedies under contract, at law or in equity:

(a) 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**, and any other security in respect of the Connection Project provided by the **market participant** to the TFO under separate construction commitment agreements; and

(v) commence a legal action or proceeding against the **market participant** or its Guarantor.

12. Upon the occurrence of a Cancellation Event, the TFO must use, and must cause its contractors to use, reasonable commercial efforts to minimize the amount of the Cancellation Costs to the extent within their control.

13. The TFO must at all times maintain accurate accounts, records, invoices and third-party invoices for all Connection Project costs, including all Cancellation Costs, which are prima facie evidence of the amounts owing to the TFO by the **market participant**.

14. The **market participant** must, upon demand having been made by the TFO following the occurrence of a Cancellation Event, pay the Cancellation Costs to the TFO without delay. If the **market participant** fails to pay to the TFO the Cancellation Costs upon demand, the TFO has all remedies available pursuant to the **ISO tariff** and may charge the **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** represents and warrants to the TFO 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;

(b) the **construction contribution** and **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** 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

(d) the authorization, execution and performance by the **market participant** of this Construction Commitment Agreement:

(i) does not and will not violate any laws applicable to the **market participant**; 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.

16. The TFO represents and warrants to the **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:

(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** 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** by the TFO.

18. In this Construction Commitment Agreement:

(a) a notice or communication required or permitted to be given under this Construction Commitment Agreement must be in writing and is considered to have been duly given if delivered by hand or courier, transmitted by fax, or delivered by e-mail, to each party set out below:

(i) if to the **market participant**:

•
Attention: •
Fax No: •
E-mail: •

(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
E-mail: ISOtariffnotice@aeso.ca

(iv) to another address, fax or email as a party may designate by providing notice of the same to all parties.

(b) notice or communication is 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 fax or e-mail

during business hours on a **business day**, upon the sender receiving confirmation of the fax or e-mail delivery, and if not sent during business hours, upon the commencement of business hours on the next **business day**.

19. The **market participant** must not assign this Construction Commitment Agreement without the prior written consent of the TFO.

20. The TFO must not assign this Construction Commitment Agreement without the prior written consent of the **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**.

21. Without prejudice to the **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** to proceed with the Connection Project.

22. This Construction Commitment Agreement enures to the benefit of and will be binding upon the parties and their respective successors and permitted assigns.

23. No failure or delay on the TFO's part in exercising a power or right as provided in this Construction Commitment Agreement operates as a waiver of this Construction Commitment Agreement.

24. The TFO's rights and remedies as provided in this Construction Commitment Agreement are cumulative and not exclusive of a right or remedy at law or in equity.

25. Time is of the essence.

26. Whenever possible, each provision of this Construction Commitment Agreement must be interpreted in such a manner as to be effective and valid 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.

27. This Agreement is be governed by and interpreted in accordance with the laws of the Province of Alberta and the laws of Canada. 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 a suit, action or proceeding commenced in such Courts and by an order or judgment resulting from such suit, action or proceeding, but the foregoing in no way 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.

29. All Schedules 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, as provided in the Schedules.

30. This Agreement may be signed in one or more counterparts, originally or by 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.

IN WITNESS WHEREOF the TFO and the **market participant** have executed this Construction Commitment Agreement:

[INSERT FULL NAME OF TFO]	**[INSERT FULL NAME OF MARKET PARTICIPANT]**
By: _____	By: _____
Name (print): _____	Name (print): _____
Title (print): _____	Title (print): _____

SCHEDULE "A"

To the Construction Commitment Agreement

Between

[Insert Name of Legal Owner of the Transmission Facility],
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 "TFO")

– and –

[Insert name of Market Participant],
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**")

PROJECT WORK AND FINANCIAL OBLIGATION

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

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

The TFO and **market participant** have agreed to amend the Construction Commitment Agreement pursuant to the terms and conditions contained this amended Schedule "A".

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

Effective 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:

[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.]

Project Work	Estimated Costs	Date of Issue
[add description of work. For example: Stages 1 and 2 Activities: preparation and support for connection alternative, including connection study scope, technical studies, order-of-magnitude cost estimates, and project management]	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** has delivered the **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 (CDN $ 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**, if any, is set out in Schedule “B”.

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

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.

[INSERT FULL NAME OF TFO]	**[INSERT FULL NAME OF MARKET PARTICIPANT]**
By: _____	By: _____
Name (print): _____	Name (print): _____
Title (print): _____	Title (print): _____
Date: _____	Date: _____

SCHEDULE "B"

To the Construction Commitment Agreement

Between

[Insert Name of Legal Owner of the Transmission Facility],
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 "TFO")

– and –

[Insert name of Market Participant],
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**")

CONSTRUCTION CONTRIBUTION AND FINANCIAL SECURITY

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

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

The TFO and **market participant** have agreed to amend the Construction Commitment Agreement pursuant to the terms and conditions contained this amended Schedule "B".

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

Effective 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** to be provided to the TFO as of **[Insert Current Date]**. The **construction contribution** and **financial security** as referenced in the Construction Commitment Agreement includes the following:

1. Upon execution of the Construction Commitment Agreement, the **market participant** must provide to the TFO one or more of the following as determined in accordance with section 6 of the **ISO tariff**:

    (a) **Construction contribution** (cash payment) in the amount of Amount in words Canadian dollars plus GST (CDN $ Amount in numbers + GST); and

    (b) **Financial 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 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.

2. The **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: _____

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 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 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:

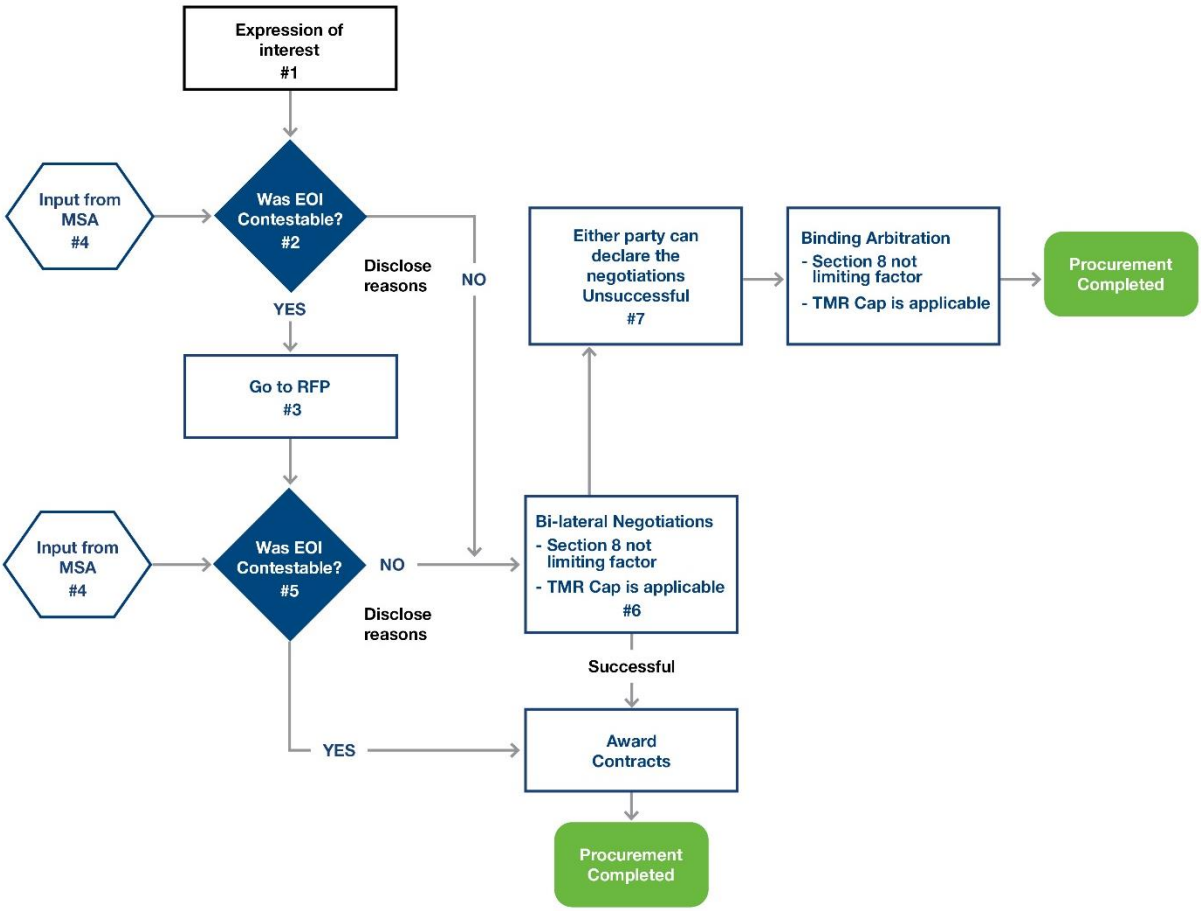
(a) be subject to the maximum transmission must-run price specified by subsection 8. of the **ISO tariff**, and

(b) not be limited by the pricing provisions of subsection 8.6 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
2021-01-01	Revised, as approved in **Commission** Decision 25175-D02-2020 issued on November 30, 2020, revised Appendix naming as approved in **Commission** Decision 26054-D01-2020 issued on December 18, 2020.
2011-07-01	Revised and reformatted all subsections, as approved in **Commission** Decision 2011-275 issued on June 24, 2011.