

Terms and Conditions

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Rates

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Rate DTS	Demand Transmission Service
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Rate PSC	Primary Service Credit
Rate XOM	Export Opportunity Merchant Service
Rate XOS	Export Opportunity Service

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 DOS, *Demand Opportunity 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) if the **market participant** is not the **legal owner** of an **electric distribution system**:
 - (i) the requested **contract capacity** or requested change in **contract capacity** by generation, load, or combination of both, including **contract capacity** by stage if applicable; and
 - (ii) the **maximum capability** of each **generating unit** or **aggregated generating facility** by feeder;
- (b) if the **market participant** is the **legal owner** of an **electric distribution system**:
 - (i) the requested Rate STS **contract capacity** or requested change in Rate STS **contract capacity**, including **contract capacity** by stage, if applicable, as assessed by feeder by taking the sum of the **maximum capability** of a **generating unit** or **aggregated generating facility** that will be connected at each feeder to the **transmission system**, less the minimum feeder load level;
 - (ii) the **maximum capability** of each **generating unit** or **aggregated generating facility** by feeder, connected to the **electric distribution system**; and
 - (iii) the requested Rate DTS **contract capacity** or requested change in Rate DTS **contract capacity**, including **contract capacity** by stage, if applicable, using the expected coincident sum of the flows from each feeder connected to the **transmission system**;
- (c) generation type(s) in the case of a **generating unit** or **aggregated generating facility**;
- (d) in-service date, including the dates relating to any staged **contract capacity** request;
- (e) location of the load or generation related to the request of the **market participant**; and
- (f) 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.

3.2(5) A **market participant** must make separate requests for changes to existing **system access services** at each **point of delivery** and **point of supply** at a single point of connection, unless the **market participant** is requesting or currently receiving **system access service** under both Rate DTS, *Demand Transmission Service*, and under Rate STS, *Supply Transmission Service*, at a single **point of connection**.

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 the construction of **transmission facilities** is required to respond to the request, except in the case of a **system access service** request (or portion thereof) for Rate DOS in which case the **ISO** shall have no obligation to determine whether the construction of **transmission facilities** is required for such Rate DOS if it would result in any system-related costs.

3.3(3) If the construction of **transmission facilities** 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 the construction of **transmission facilities** 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 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 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 the construction of **transmission facilities** 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**, being **transmission facilities** that the **ISO** determines will benefit many **market participants**, identified in subsections 3.4(1)(b) and (c) below; 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;
 - (b) if the **system access service** request is for Rate DTS, the effect of a connection alternative on the **transmission system**, including all transmission constraints, under Category A and Category B conditions as described in **reliability standards**, as a result of the connection alternative, and the system **transmission facilities** required to resolve the transmission constraints; and
 - (c) if the **system access service** request is for Rate STS, the effect of a connection alternative on the **transmission system**, including:
 - (i) all transmission constraints under Category A conditions as described in **reliability standards**, that are a result of the connection alternative, and the system **transmission facilities** required to resolve the transmission constraints;
 - (ii) all transmission constraints under Category B conditions as described in **reliability standards**, that are a result of the connection alternative, the system **transmission facilities** required to operationally manage the transmission constraints, and the operating procedures required to manage the Category B transmission constraints; and
 - (iii) all transmission constraints under Category B conditions as described in **reliability standards**, that are a result of the connection alternative and cannot be managed operationally, then the system **transmission facilities** required to resolve the transmission constraints.
- and;
- (d) 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 under subsections 3.4(1)(b) or (d) above, if the **ISO's** preferred alternative includes system **transmission facilities**, then the **market participant** must:

- (a) accept the preferred alternative and pay any applicable advancement costs determined by the **ISO** in accordance with subsection 4.2(3)(a) 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 under subsections 3.4(1)(c) or (d) above, if the **ISO's** preferred alternative includes system **transmission facilities**, then the **market participant** must:

- (a) accept the **ISO's** preferred 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.

3.4(4) If the construction of **transmission facilities** is required for a connection project, the **ISO** must examine a connection alternative that does not give rise to any transmission constraints as described in subsection 3.4(1)(b) or (c) above.

3.4(5) Estimates required by the **ISO** to compare connection alternatives must be prepared with the same accuracy range, completed, at a minimum, to the level required for **need identification documents** and include all costs that have identified in subsection 3.4(1)(a) above.

3.4(6) The **ISO** must calculate a **construction contribution** for a connection project and must classify all transmission costs of the connection project as either participant-related or system-related in accordance with section 4 of the **ISO tariff**, *Classification and Allocation of Connection Projects Costs*.

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* with the **legal owner** of a **transmission facility**, 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**.

3.5(2) The **market participant** providing **financial security, construction contribution** or both for a connection project must provide the **ISO** with an executed copy of a *Construction Commitment Agreement* referred to in subsection 3.5(1), as well as a record of the **financial security** and **construction contribution** unless the **legal owner** of the **transmission facility** provides a copy of the same to the **ISO**.

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*, as applicable:

- (a) if the construction of **transmission facilities** 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 Deficiency Regulation*; or
- (b) if the construction of **transmission facilities** is not required for a connection project, within 30 days of the issuance of a letter by the **ISO** acknowledging completion of an engineering connection assessment for the project, or within such later time period that the **ISO** determines to be reasonable in the circumstances.

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 at each feeder from the **transmission system**, excluding any **contract capacity** under a *System Access Service Agreement* for Rate DOS.

3.6(3) A **market participant** must execute a *System Access Service Agreement* for Rate DOS for a **contract capacity** that, in the **ISO's** determination approximates the expected maximum coincident sum of the flows at each feeder from the **transmission system**, excluding any **contract capacity** under a *System Access Service Agreement* for Rate DTS.

3.6(4) A **market participant** must execute a *System Access Service Agreement* for Rate STS for a **contract capacity** that, in the **ISO's** determination:

- (a) if a **market participant** is not the **legal owner** of an **electric distribution system**, approximates the expected maximum coincident sum of the flows at each feeder into the **transmission system**; or
- (b) if a **market participant** is the **legal owner** of an **electric distribution system**, approximates the sum by feeder to the **transmission system**, of the **maximum capability** of all **generating units** or **aggregated generating facilities** that will be connected at the feeder to

the **transmission system**, less minimum load at the feeder at the time when all of **maximum capability** of all **generating units** at the feeder is available.

3.6(5) Notwithstanding subsections 3.6(2), 3.6(3), and 3.6(4) 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(6) Prior to executing a *System Access Service Agreement* for Rate DTS or Rate STS for a connection project when the construction of **transmission facilities** is required, 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) If the construction of **transmission facilities** is not required for a connection project, 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 date required pursuant to subsection 3.6(1)(b) above.

3.6(10) At the time of executing a *System Access Service Agreement* for Rate STS, the **market participant** must provide the **ISO** with evidence satisfactory to the **ISO** that the owner of the generating facility (as that term is used in section 7 of **ISO tariff**, *Generating Unit Owner's Contribution*) has sufficient funds available to pay any contribution for a generating facility calculated in accordance with section 7 of the **ISO tariff**, *Generating Unit Owner's Contribution*. For purposes of the foregoing, such evidence may include a fully executed, enforceable and irrevocable assignment of funds, satisfactory to the **ISO**, that unconditionally directs the payment when due of any contribution for a generating facility calculated in accordance with section 7 of the **ISO tariff**, *Generating Unit Owner's Contribution*.

3.6(11) For a connection project that requires a *System Access Service Agreement* for Rate STS, the contribution for a generating facility calculated in accordance with section 7 of the **ISO tariff**, *Generating Unit Owner's Contribution* must be paid by the owner of the generating facility in full to the **ISO**:

- (a) if the construction of **transmission facilities** is required for the connection project, within 30 days of the *System Access Service Agreement* for Rate STS becoming effective pursuant to subsection 3.7(1) below; or

- (b) if the construction of **transmission facilities** is not required for the connection project, within 30 days of the *System Access Service Agreement* for Rate STS becoming effective pursuant to subsection 3.7(4) of the **ISO tariff** below.

Effective Date of Agreement for System Access Service

3.7(1) If the construction of **transmission facilities** 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) required to construct and operate the **transmission facilities**;
- (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 the construction of **transmission facilities** 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 the construction of **transmission facilities** 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) required to construct and operate the **transmission facilities**.

3.7(6) The **ISO** must include the critical information of a specific 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.

- (a) **3.7(7)** A *System Access Service Agreement* for Rate DOS is conditional upon the **market participant** having an effective *System Access Service Agreement* for Rate DTS at the **point of delivery**, and shall become effective upon the later of: the effective date of the *System Access Service Agreement* for Rate DTS at the **point of delivery**; or
- (b) the execution date of the *System Access Service Agreement* for Rate DOS at the **point of delivery**.

Transitional Election of GUOC and System Access Service Agreement Provisions

3.8(1) If, prior to the effective date of this **ISO tariff**, a connection project that requires the construction of **transmission facilities** is in Stage 4 or 5 of the **ISO's** connection process or if a connection project that does not require the construction of **transmission facilities** is in Stage 5 of the AESO's behind the fence process and a power plant approval has been issued by the **Commission** for any associated generating facility, then the **market participant** may elect, by no later than 11:59 pm Mountain Time of the 14th day following the effective date of this **ISO tariff** to pay the contribution for a generating facility according to either:

- (a) the **ISO tariff** that was in effect immediately prior to this **ISO tariff**, in which case:
 - (i) a *System Access Service Agreement* for Rate STS must be executed at the time and in the form specified in the prior **ISO tariff**;
 - (ii) the contribution for a generating facility must be calculated and paid in accordance with the prior **ISO tariff**; and
 - (iii) subsection 3.6(10) above does not apply; or
- (b) this **ISO tariff**, in which case:
 - (i) if the permit(s) and licence(s) required to construct and operate the **transmission facilities** have been issued by the Commission prior to the effective date of this **ISO tariff**:
 - (A) a *System Access Service Agreement* for Rate STS must be executed within 90 days from the effective date of this **ISO tariff**;
 - (B) the *System Access Service Agreement* for Rate STS becomes effective either immediately upon execution of the *System Access Service Agreement* for Rate STS if it does not include conditions precedent referred to in subsections 3.6(7) and 3.6(8) above or in accordance with subsection 3.7(1) above if the *System Access Service Agreement* for Rate STS includes an unsatisfied condition precedent referred to in one or both of subsections 3.6(7) and 3.6(8) above;
 - (C) the evidence required to be provided in accordance with subsection 3.6(10) above must be provided to the **ISO** within the 14-day election period; and
 - (D) the contribution for a generating facility must be calculated in accordance with section 7 of this **ISO tariff**, *Generating Unit Owner's Contribution*, and paid either within 30 days from the execution of the *System Access Service Agreement* for Rate STS if it becomes effective upon execution, or in accordance with subsection 3.6(11)(a) above if the *System Access Service Agreement* for Rate STS includes an unsatisfied condition precedent referred to in one or both of subsections 3.6(7) and 3.6(8) above; or
 - (ii) if the permit(s) and licence(s) required to construct and operate the **transmission facilities** have not been issued by the Commission prior to the effective date of this **ISO tariff**:
 - (A) a *System Access Service Agreement* for Rate STS must be executed within 90 days from the effective date of this **ISO tariff** and becomes effective in accordance with subsection 3.7(1) above;

- (B) the evidence required to be provided in accordance with subsection 3.6(10) above must be provided to the **ISO** within the 14-day election period; and
 - (C) the contribution for a generating facility must be calculated in accordance with section 7 of this **ISO tariff**, *Generating Unit Owner's Contribution*, and it must be paid within 30 days of the *System Access Service Agreement* for Rate STS becoming effective; or
- (iii) if the construction of **transmission facilities** is not required:
- (A) a *System Access Service Agreement* for Rate STS must be executed within 90 days from the effective date of this **ISO tariff** and becomes effective immediately upon execution;
 - (B) the evidence required to be provided in accordance with subsection 3.6(10) above must be provided to the **ISO** within the 14-day election period; and
 - (C) the contribution for a generating facility must be calculated in accordance with section 7 of this **ISO tariff**, *Generating Unit Owner's Contribution*, and must be paid within 30 days of the *System Access Service Agreement* for Rate STS becoming effective.

3.8(2) The ISO may deny the election of a **market participant** to pay the contribution for a generating facility according to this **ISO tariff** if the **ISO** determines such denial would be consistent with the **ISO's transmission system** planning obligations and the safe, reliable and economic operation of the **interconnected electric system**.

3.8(3) If a **market participant** that is eligible to make an election in accordance with subsection 3.8(1):

- (a) does not make the election within 14 days from the effective date of this **ISO tariff**, or
- (b) elects to pay the contribution for a generating facility according to subsection 3.8(1)(b) but fails to provide the evidence required in accordance with subsections 3.6(10) and 3.8(1)(b) above, or fails to execute a *System Access Service Agreement* for Rate STS within 90 days from the effective date of this **ISO tariff**,

then subsection 3.8(1)(a) above shall be deemed to apply to the **market participant**.

3.8(4) If prior to the effective date of this **ISO tariff**, a connection project that requires the construction of **transmission facilities** is in Stage 4 or Stage 5 of the **ISO's** connection process, or Stage 5 of the **ISO's** "Behind the Fence" process, for **system access service** under Rate DTS, *Demand Transmission Service*, then a *System Access Service Agreement* for Rate DTS must be executed at the time and in the form specified in the prior **ISO tariff**.

Amending a System Access Service Request

3.9(1) A **market participant** must, in a timely manner, amend or withdraw a **system access service** request if the information provided in, or in connection with, a **system access service** request ceases to be accurate and, in the case of an amended **system access service** request, the **market participant** must clearly identify the change and reasons for the change.

3.9(2) The **ISO**, upon receipt of an amended **system access service** request that includes changes to critical information, may:

- (a) accept the amendment, subject to such requirements or further amendments as 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 amended **system access service** request.

3.9(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.

3.9(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.

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
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.

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) and (3) 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**, being **transmission facilities** that the ISO determines exist for the benefit of **market participants**, 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** is effective.

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

- (i) (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.

5.3(7) The **ISO** must waive any requirement for payment in lieu of notice if a Rate DTS contract reduction request is received between [3 months prior to Proposed Rate Design effective date] and [9 months following Proposed Rate Design effective date]. .

5.3(8) 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** adjustment or a payment in lieu of notice:

- (a) at least 30 **days** prior to the effective date of a change to a *System Access Service Agreement*, if the payment arises from changes to **contract capacity** or investment term that do not require construction of a **transmission facility**; and
- (b) within 30 **days** of a request for payment, in all other circumstances.

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
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

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 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	\$20,000 / MW
Edmonton	\$30,000 / MW
Central	\$50,000 / MW
Calgary	\$40,000 / MW
South	\$20,000 / 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

Invoice and Payment of Owner's Contribution

7.4(1) The ISO must invoice the owner of a generating facility for the owner's contribution for a generating facility prior to the time that a *System Access Service Agreement* is required to be executed in accordance with subsections 3.6(1), 3.8(1) and 3.8(3) of the ISO tariff, *System Access Service Requests*.

7.4(2) The owner of a generating facility must pay the owner's contribution for a generating facility to the ISO by way of electronic funds transfer or wire transfer to a bank account the ISO specifies and at the time specified in accordance with subsections 3.6(11), 3.8(1) and 3.8(3) of the ISO tariff, *System Access Service Requests*.

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 initial **contract capacity** date specified in section 4 of the *System Access Service Agreement* for Rate STS 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 in proportion to the performance assessment calculated in accordance with section 505.2 of the **ISO rules**, *Performance Criteria for Refund of Generating Unit Owner's Contribution*, if the generating facility does not fully satisfy the performance criteria during that calendar year; or
- (c) reduced to zero dollars if the generating facility has not energized:
 - (i) before the start of the first calendar year following the initial **contract capacity** date(s) specified in section 4 of the *System Access Service Agreement* for Rate STS; or
 - (ii) 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
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.

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*.

Eligibility and Qualification

9.2(1) A **market participant** must qualify for demand opportunity service to receive **system access service** under Rate DOS.

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

must submit to the **ISO** a request for system access service to the **ISO** in accordance with section 3 of the **ISO tariff** and comply with the requirements set forth in section 3 of the **ISO tariff** and request only one specific type of demand opportunity service at the **point of delivery**.

9.2(3) The **ISO** may enter into a *system access service agreement* for Rate DOS only if:

- (a) the **market participant** meets the commercial eligibility criteria for demand opportunity service provided in subsection 9.3 below;
- (b) the **market participant's** use of demand opportunity service would not occur under any other applicable rate;
- (c) there is suitable system operating conditions capable of accommodating the request; and
- (d) the **market participant** has an executed *system access service agreement* for Rate DTS at the **point of delivery**.

9.2(4) A **market participant** holding a *system access service agreement* for Rate DOS must limit use of the service to:

- (a) no more than the demand opportunity service **contract capacity**;
- (b) no more than the maximum annual load factor limit that the **ISO** determines in accordance with Rate DOS; and
- (c) the specific type of demand opportunity service, as listed in Rate DOS, which the **market participant** requested and is eligible for.

Commercial Eligibility Criteria

9.3(1) A **market participant** must represent to the **ISO** in the *system access service agreement* for Rate DOS that the **market participant** would not increase **metered demand** under Rate DTS, *Demand Transmission Service*, if Rate DOS was not available.

9.3(2) A **market participant** must represent to the **ISO** in the *system access service agreement* for Rate DOS that the **market participant's** anticipated use of additional electric energy complies with the eligibility criteria and would not occur under Rate DTS or any other applicable rate.

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

to take advantage of a market opportunity where the **market participant**:

- (a) has a market or business opportunity that requires additional electric energy;
- (b) the cost of receiving additional electric energy under Rate DTS renders the opportunity uneconomic; and
- (c) 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 for a **planned outage, unplanned outage, forced outage**, or derate of a **generating unit** or an **aggregated generating facility**, which normally supplies electric energy to an industrial complex, where the **market participant**:

- (a) has a **planned outage, unplanned outage, forced outage**, or derate of an on-site **generating unit** or **aggregated generating facility**, which normally supplies electric energy to an industrial complex; and
- (b) 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 **market participant** has the opportunity to install facilities that will reduce the consumption of electric energy from the **interconnected electric system**.

Requirement to Bid

9.4(1) A **market participant** must submit, or cause a party acting on its behalf to submit, a bid for additional electric energy under Rate DOS into the energy market in accordance with **ISO rules** and receive a dispatch to use Rate DOS 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 Rate DOS if the **market participant**, or a party acting on its behalf, receives a **dispatch** or **directive** not to use Rate DOS from the **ISO**.

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*.

9.5(3) A **market participant** must curtail capacity provided under Rate DOS if the **ISO** issues a **dispatch** or **directive** to do so, in accordance with the **ISO rules**.

Effect of Disqualification

9.6(1) A **market participant** will be deemed to have misrepresented its use of Rate DOS under the **ISO tariff** and the *system access service agreement* for Rate DOS if:

- (a) the **market participant** fails to respond to a **dispatch** or **directive** from the **ISO**;
- (b) the **market participant's** use of the demand opportunity service exceeds the demand opportunity service **contract capacity**;
- (c) the **market participant's** use of the demand opportunity service exceeds the maximum annual load factor limit that the **ISO** determines in accordance with Rate DOS; or
- (d) the **market participant** no longer has a *system access service agreement* for Rate DTS.

unless the **market participant** can demonstrate to the **ISO's** satisfaction that it is, and continues to be, eligible for the demand opportunity service, and, if requested by the **ISO**, submits a **system access service request** to revise its demand opportunity service **contract capacity** or take such other action that the **ISO** determines necessary for it to be compliant with and eligible for the demand opportunity service.

9.6(2) 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 eligibility requirements in subsection 9.2 above and the commercial eligibility criteria in subsection 9.3 above.

9.6(3) The **ISO** may charge a **market participant** the cost of an audit conducted in accordance with subsection 9.6(2) above.

9.6(4) The **ISO** may terminate the **system access service** agreement for Rate DOS if it determines that the **market participant** is no longer eligible for demand opportunity service.

9.6(5) Where the **ISO** terminates a **system access service** agreement for Rate DOS under subsection (4), 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.

9.6(6) Where the **ISO** determines that a participant was not eligible for demand opportunity service prior to the date of termination of billing under Rate DOS, the **ISO** may recover retroactive amounts under Rate DTS for the period during which the **market participant** was not eligible for, but was billed under, Rate DOS, together with any interest and other costs incurred by the **ISO**.

9.6(7) The **ISO** may reject the application of a **market participant** or any of its **affiliates** for demand opportunity service for a period of 2 years following a termination under section 9.6(4), and shall have no obligation to provide any demand opportunity service to that **market participant** or any of its **affiliates** during that period.

Reductions or Terminations of Contract Capacity

10.1(1) The **ISO** must make a reduction or termination of Rate DOS, *Demand Opportunity Service*, **contract capacity** effective 30 days after the date of notice of the request for reduction or termination.

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

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 DOS, *Demand Opportunity 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
2500, 330 – 5th Avenue SW
Calgary, Alberta T2P 0L4
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
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

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

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

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

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.
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.

[insert Substation Name and No – DOS - Date – Project No]
[Associated DTS Agreement: ●]

**SYSTEM ACCESS SERVICE AGREEMENT
FOR DEMAND OPPORTUNITY SERVICE RATE**
(“DOS Agreement”)

This DOS 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 **[●]**,
with office[s] in the City of **[insert city]**, in the Province of **[insert province]**
(the “market participant”)

RECITALS:

- A. This DOS Agreement sets out the particular details of the **system access service** that the **ISO** will provide to the **market participant** under Rate DOS of the **ISO tariff**.
- B. The **ISO tariff** contains additional terms and conditions of **system access service**. This DOS 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 DOS Agreement by reference.

In consideration of the premises to this DOS Agreement, the mutual covenants and agreements set forth in this DOS 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 DOS Agreement, bolded terms, not including headings, used in this DOS 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 DOS Agreement, including:
 - i. “DOS Agreement” means this System Access Service Agreement for Demand Opportunity Service Rate; and
 - ii. “Effective Date” means the date that this DOS 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 DOS Agreement by approval of the **Commission**, then such amended **ISO tariff, ISO Rules or Consolidated Authoritative Document Glossary** will apply to this DOS Agreement and this DOS 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

This DOS Agreement becomes effective immediately following the later of:

- (a) the effective date of the **system access service** agreement for Rate DTS at the **point of delivery**; or
- (b) the day this **DOS Agreement** is executed.

3. POINT OF DELIVERY

Point of delivery is located at and described as follows:

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

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

4. DOS CONTRACT CAPACITY

DOS Contract capacity is _____ MW for the term of this DOS Agreement.

5. TECHNICAL AND COMMERCIAL INFORMATION

- (a) The type of demand opportunity service is set forth below. The **market participant** may select only one type of demand opportunity service for a site.

 DOS Dispatchable or DOS Term
- (b) The **market participant** shall provide the **ISO** with any technical information the **ISO** may request.
- (c) The **market participant** has read and acknowledges the eligibility criteria in the **ISO tariff** for Rate DOS.

 Yes No
- (d) The **market participant** has attached a brief description of the **market participant's** proposed use of Rate DOS in an attachment labeled "Schedule A".
- (e) The **market participant** must notify the **ISO** with ten (10) **business days** upon the occurrence of any change that materially impacts the **market participant's** eligibility for Rate DOS under the **ISO tariff**. The **market participant** must provide such assurances and information as the **ISO** may reasonably request respecting any **system access service** to be provided pursuant to this **DOS Agreement** and the **market participant's** eligibility for such **system access service**.

6. SETTLEMENT

The **ISO** must charge, and the **market participant** must pay, amounts in accordance with Rate DOS 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 **DOS Agreement**, the **ISO** must provide **system access service** under Rate DOS to the **market participant** at the **point of delivery** at the **DOS contract capacity** pursuant to Sections 3 and 4 of this **DOS Agreement**.

8. MARKET PARTICIPANT'S OBLIGATION IN RELATION TO SERVICE

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

9. MARKET PARTICIPANT'S PAYMENT OBLIGATION

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

10. TERM

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

11. PRIOR AGREEMENTS

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

12. 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 **DOS 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;
- (c) the authorization, execution and performance by the **market participant** of this **DOS 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;
- (d) the **market participant** would not increase metered demand under Rate DTS, *Demand Transmission Service*, if Rate DOS was not available; and
- (e) the **market participant's** use of additional electric energy under Rate DOS complies with the eligibility criteria in the **ISO tariff** for Rate DOS and the anticipated use of **system access service** by the **market participant** under Rate DOS would not otherwise occur under Rate DTS or any other applicable rate.

13. 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.

14. AMENDMENTS

- (a) The parties acknowledge that either may request an amendment to this **DOS Agreement**. The **market participant** must request such an amendment by complying with the procedure for amending DOS 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 **DOS Agreement** by approval of the **Commission** and that this DOS Agreement is deemed amended upon each such approval.
- (c) Subject to subsection 14(b) of this **DOS Agreement**, this **DOS Agreement** may only be amended by written instrument executed by the **ISO** and the **market participant**.

15. MISCELLANEOUS

- (a) Section 9 will survive the termination of this **DOS Agreement** for either the time provided for in such section or the longest period provided by law.
- (b) This **DOS Agreement** will enure to the benefit and be binding upon the parties to this **DOS 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 **DOS 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 **DOS 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 **DOS Agreement** must be interpreted in such a manner as to be effective and valid under applicable law, however, each provision of this **DOS 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 **DOS Agreement** and will not affect the legality, validity or enforceability of the remainder of this **DOS Agreement** or any other provision of this **DOS 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 **DOS Agreement**.
- (h) The parties may execute this **DOS 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 **DOS 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 **DOS Agreement**.

ISO, operating as AESO

Per: _____ Date: _____

Name:

Title:

[insert legal name of corporation or partnership]

Per: _____ Date: _____

Name:

Title:

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 the Dispatchable DOS rate or the Term DOS rate to **metered energy** received at a **point of delivery** in every hour:

- (a) for Rate DOS **contract capacity** dispatched by the **ISO** and used by the **market participant**;
- (b) above the Rate DTS **contract capacity** for the **system access service**;
- (c) up to the sum of the Rate DTS **contract capacity** and the Rate DOS **contract capacity** for the **system access service**; and
- (d) up to the **maximum annual load factor limit**.

2(2) The **ISO** must apply the Rate DOS DTS surcharge rate to any **metered energy** received at a **point of delivery** in every hour that meets the criteria in subsection 2(1)(a)-(c) and that exceeds the **maximum annual load factor limit**.

2(3) 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 **contract capacity** for the **system access service**, in the same **settlement period**. 2(4) On an annual basis, the **ISO** must calculate the **market participant's "maximum annual load factor limit"** which shall be an amount equal to the Rate DOS **contract capacity** for the **system access service** multiplied by the number of hours in the following 12-month period multiplied by 0.2. For each hour in the following 12-month period, the **ISO** shall reduce the **maximum annual load factor limit** by the amount of **metered energy** that received a Rate DOS charge pursuant to subsections 2(1)-(2).

2(5) The **ISO** must recalculate the **maximum annual load factor limit** on the anniversary date of the effective date of the **system access service** agreement for Rate DOS using the Rate DOS **contract capacity** in effect at the anniversary date.

Rate

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

Rate DOS Type	Rate DOS Charge	Recall Priority
(a) DOS Dispatchable	\$X/MWh	Before Rates DTS, and FTS
(b) DOS Term	\$X/MWh	Before Rates DTS and FTS
(c) DTS surcharge rate	Equivalent to DOS Term	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), (b), or (c) 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**, *Fort Nelson Demand Transmission Service*, **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 X%.

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 load by the amount directed by the ISO which:

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

4(3) The **market participant** must, in response to a **directive** from the **ISO**, achieve curtailment of its demand opportunity service load within the response time specified in the **ISO rules**..

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

Revision History

Effective	Description
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 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 (h) of the following table.

Volume in Settlement Period	Charge
Energy Charge	
(a) Metered energy	\$X/MWh
Demand Charge	
(b) Coincident metered demand	\$X/MW/month
(c) Billing capacity	\$X/MW/month
Point of Delivery Charge	
(d) Substation fraction	\$X/month
(e) First (7.5 × substation fraction) MW of billing capacity	\$XMW/month
(f) Next (9.5 × substation fraction) MW of billing capacity	\$X/MW/month
(g) Next (23 × substation fraction) MW of billing capacity	\$X/MW/month
(h) All remaining MW of billing capacity	\$X/MW/month

ISO Tariff – Rate DTS
Demand Transmission Service (continued)

3(2) The ISO must determine the **settlement period** coincident **metered demand** as the **metered demand** at the **point of delivery** in the one hour 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**.

3(3) The ISO must obtain the coincident **metered demand** determined pursuant to subsection 3(2) for each prior **settlement period** that was:

- (a) after January 1, 2024;
- (b) for the same **month** as the **settlement period**; and
- (c) within five years of the **settlement period**.

3(4) The ISO must calculate the coincident **metered demand** for use in subsection 3(1)(b) as the average of the **settlement period** coincident **metered demand** determined pursuant to subsection 3(2) and either:

- (a) the four most recent coincident **metered demand** values obtained pursuant to subsection 3(3), if there were at least four values obtained; or
- (b) all coincident **metered demand** values obtained pursuant to subsection 3(3), if fewer than four values were obtained.

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, Rate DOS of the **ISO tariff, Demand Opportunity Service, 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 X%.

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.

ISO Tariff – Rate DTS
Demand Transmission Service (continued)

Voltage Control Charge

6 The ISO must determine the voltage control charge as the product of **metered energy** in the **settlement period** multiplied by \$X/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 \$X/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 subsection 10.3 of the ISO tariff, *Settlement and Payment Terms*.

8(2) The ISO must determine **metered energy** under Rate DTS, 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.

ISO Tariff – Rate DTS
Demand Transmission Service (continued)

Revision History

Effective	Description
2024-01-01	As filed in the bulk and regional tariff application on October 15, 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.

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 (c) of the following table.

Volume in Settlement Period	Charge
Energy Charge	
(a) Metered energy	\$X/MWh
Demand Charge	
(b) Coincident metered demand	\$X/MW/month
(c) Billing capacity	\$X/MW/month

3(2) The **ISO** must determine the **settlement period** coincident **metered demand** as the **metered demand** at the **point of delivery** in the one hour 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 obtain the coincident **metered demand** determined pursuant to subsection 3(2) for each prior **settlement period** that was:

- (a) after January 1, 2024;
- (b) for the same **month** as the **settlement period**; and
- (c) within five years of the **settlement period**.

3(4) The **ISO** must calculate the coincident **metered demand** for use in subsection 3(1)(b) as the average of the **settlement period** coincident **metered demand** determined pursuant to subsection 3(2) and either:

- (a) the four most recent coincident **metered demand** values obtained pursuant to subsection 3(3), if there were at least four values obtained; or

ISO Tariff – Rate FTS
Fort Nelson Demand Transmission Service (continued)

- (b) all coincident **metered demand** values obtained pursuant to subsection 3(3), if fewer than four values were obtained.

3(5) The **ISO** must determine the rate for the billing capacity charge in subsection 3(1)(c) above as the greater of:

- (a) the rate for the billing capacity charge in subsections 3(1)(c) 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, Rate DOS of the **ISO tariff**, *Demand Opportunity Service*, 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 X%.

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 \$X/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 \$X/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
2024-01-01	As filed in the bulk and regional tariff application on October 15, 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.

ISO Tariff – Rate FTS
 Fort Nelson Demand Transmission Service (continued)

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.

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	\$X/month
(b) First (7.5 × substation fraction) MW of billing capacity	\$X/MW/month
(c) Next (9.5 × substation fraction) MW of billing capacity	\$X/MW/month
(d) Next (23 × substation fraction) MW of billing capacity	\$X/MW/month
(e) All remaining MW of billing capacity	\$X/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 subsection 10.3 of the **ISO tariff**, *Settlement and Payment Terms*.

3(2) The **ISO** must provide the primary service credit in conjunction with a reduced maximum local investment in accordance with subsection 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
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.

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	\$X/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
2024-01-01	As filed in the bulk and regional tariff application on October 15, 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.
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.

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	\$X/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 or credit 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
2024-01-01	As filed in the bulk and regional tariff application on October 15, 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.