

For readers ease this blackline of a subset of the ISO Tariff Terms and Conditions contains both previously approved revisions for the adjusted metering practice ('AMP revisions'), as presented in Exhibit 26215_X0004_01, as well as the revisions being proposed as part of the AESO Bulk and Regional Rate Design and Modernized DOS Rate Design Application ('B&R/DOS Revisions'). The AMP revisions will be effective on a date to be specified by the Commission in its approval of the AMP implementation plan that has yet to be filed by the AESO.

The AMP revisions are presented in this font, and localized to these subsections of the ISO tariff:

- 3.2(2)
- 3.6(2)
- 3.6(3)
- 3.6(4)

The B&R/DOS Revisions are presented in this font.

Terms and Conditions

- Section 3 System Access Service Requests
- Section 5 Changes to System Access Service
- Section 7 Generating Unit Owner's Contribution
- Section 9 Demand Opportunity Service
- Section 12 Miscellaneous

Appendices

- Appendix A System Access Service Agreement Proformas

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;
 - ~~(b)~~-(ii) the **maximum capability** of each **generating unit** or **aggregated generating facility** by feeder, connected to the electric distribution system; and;
 - ~~(c)~~-(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**;
- (ce) generation type(s) in the case of a **generating unit** or **aggregated generating facility**;
- (de) in-service date, including the dates relating to any staged **contract capacity** request;
- (ef) location of the load or generation related to the request of the **market participant**; and
- (fg) 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)**~~ **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 ~~approximates the expected maximum coincident sum of the flows to the transmission system;~~

- (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(57) 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(46) 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(68) 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(46) above.

3.6(79) 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(810) 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(911) 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.

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

- (a) 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(~~810~~) 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(~~57~~) and 3.6(~~68~~) 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(~~57~~) and 3.6(~~68~~) above;
 - (C) the evidence required to be provided in accordance with subsection 3.6(~~810~~) 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(~~911~~)(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(~~57~~) and 3.6(~~68~~) 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(810) 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(810) 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(810) 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

~~(c) a market participant who has taken service for at least 20 years;~~

~~(i) demonstrates to the ISO that a reduction of **contract capacity** results from the **market participant's energy or demand** reduction initiative; and~~

~~(ii)(i) (c) during the 405 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(75.3(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	Stavelly
		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(911), 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 ~~Pre~~-Qualification

9.2(1) A **market participant** must ~~pre-qualify on an annual basis~~ for demand opportunity service to receive **system access service** under Rate DOS.

9.2(2) A **market participant** ~~who wishes~~wishing to ~~pre-qualify for demand opportunity~~receive a new **system access service**; under Rate DOS or change an existing **system access service** under Rate DOS:

~~(a) must submit to the ISO a completed pre-qualification application, available on the AESO website or from the ISO, at least 45 days prior to submitting a transaction request for demand opportunity service; and~~

~~pay a non-refundable fee~~system access service to the **ISO** in accordance with section 3 of \$5,000 ~~to the ISO tariff and comply with the ISO for evaluation~~requirements set forth in section 3 of the ~~market participant's eligibility for~~**ISO tariff and request only one specific type** of demand opportunity service at the ~~time the pre-qualification application is submitted~~point of delivery.

9.2(3) The **ISO** ~~must approve a market participant's pre-qualification for demand opportunity service~~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; and~~
- ~~(c) there is sufficient transmission capacity and 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** ~~who pre-qualifies for demand opportunity~~holding a **system access service** ~~must~~agreement for Rate DOSmust limit use of the service to:

- ~~(a) no more than the demand opportunity service contract capacity which the market participant requested or a lower demand opportunity service contract capacity as;~~
- (b) no more than the maximum annual load factor limit that the ISO determines is available; in accordance with Rate DOS; and
- ~~(bc) the specific type of demand opportunity service, as listed in Rate DOS, which the market participant requested and is eligible for; and~~
- ~~(c) a maximum of 1 year from the date the ISO approves the market participant's pre-qualification.~~

~~9.2(5) The ISO must notify a market participant, in writing, of approval or denial of pre-qualification for demand opportunity service, within 45 days of receiving a pre-qualification application.~~

Commercial Eligibility Criteria

9.3(1) A market participant must ~~satisfy~~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 ~~satisfy~~represent to the ISO ~~that a commercial business opportunity exists in the system access service agreement for the Rate DOS that the market participant's anticipated use of additional electric energy on either a temporary~~complies with the eligibility criteria and would not occur under Rate DTS or repeated short-term basis any other applicable rate.

9.3(3) A market participant must utilize additional electric energy under the DOS ~~7 Minutes and DOS 4 Hour types~~Dispatchable type of Rate DOS ~~either:~~

~~(a) to replace an alternative source of energy where the market participant:~~

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

~~or~~

~~(b) to take advantage of a market opportunity where the market participant:~~

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

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

~~(a)~~

for ~~the purposes listed in subsection 9.3(3) above;~~a planned outage, unplanned outage, forced outage, or

~~(b) for scheduled maintenance derate~~ of a **generating unit** or an **aggregated generating facility, which normally supplies electric energy to an industrial complex,** where the market participant:

- ~~(i) has planned maintenance~~a planned outage, unplanned outage, forced outage, or derate of an on-site **generating unit or aggregated generating facility that, which** normally supplies electric energy to an industrial complex; and
- ~~(ii) would reduce the load at its industrial complex in these circumstances rather than pay the cost of receiving additional electric energy under Rate DTS.~~

9.3(5) A market participant must not utilize additional electric energy under any type of Rate DOS when:

~~(a) the market participant has the opportunity to install facilities that will reduce the consumption of electric energy from the interconnected electric system; or,~~

~~(b) the requirement~~ **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 is the result of a forced outage, unplanned outage or derate of an on-site generating unit or aggregated generating facility that normally supplies electric under Rate DOS into the energy to an industrial complex or otherwise displaces consumption of 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 from the interconnected electric system.~~

Transaction Requests

~~9.4(1) A market participant may submit a transaction request for demand opportunity service after the ISO approves the market participant's pre-qualification for demand opportunity service under subsection 9.2 above under any type of Rate DOS.~~

~~9.4(2) A market participant may submit a transaction request for demand opportunity service for a point of delivery only if the request has the following attributes:~~

- ~~(a) it is in accordance with the market participant's confirmed pre-qualification under subsection 9.2(4) above, specifically:
 - ~~(i) up to its pre-qualified capacity; and~~
 - ~~(ii) for the pre-qualified type of demand opportunity service;~~~~
- ~~(b) it is for only one must not utilize Rate DOS type in any single hour, even if the market participant is eligible for multiple Rate DOS types;~~
- ~~(c) it has a minimum continuous duration of 8 hours and a maximum continuous duration of 1 month; and~~
- ~~(d) it has a start date and end date in the same month.~~

~~9.4(3) A market participant must submit a completed transaction request form, available, or a party acting on the AESO website or its behalf, receives a dispatch or directive not to use Rate DOS from the ISO, at least 1 hour and no more than 10 days before the requested start time of a demand opportunity service transaction.~~

~~9.4(4) The ISO must approve a transaction request for demand opportunity service if it determines that:~~

- ~~(a) the request meets the requirements of subsections 9.4(2) and (3) above;~~
- ~~(b) the request form has been fully and correctly completed; and~~
- ~~(c) sufficient surplus capacity exists on the transmission system to accommodate the requested capacity for the duration of the Rate DOS transaction.~~

~~9.4(5) The ISO must notify a market participant when a transaction request has been approved or has been denied approval.~~

~~9.4(6) A market participant may not cancel or revise a Rate DOS transaction request after it is approved by 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 ~~response time and recall priority set out in Rate DOS for the Rate DOS type approved for the transaction~~ **ISO rules**.

Effect of Disqualification

9.6(19.6(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(23) The **ISO** may charge a **market participant** the cost of an audit conducted in accordance with subsection 9.6(42) above.

9.6(3) – The 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, if the **ISO** determines that the **market participant** is no longer eligible for demand opportunity service DOS.

9.6(4) – The ISO may 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 at the market participant did was not qualify eligible for, but was billed under, Rate_DOS. 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.

ISO Tariff – Appendix A System Access Service Agreement Proforma for Rate DOS, Demand Opportunity Service



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

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

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

Application Details

Market participant: _____

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

Market participant or company name: _____

Name of primary contact of administrator: _____

Phone: _____ Fax: _____ Email: _____

Facility name: _____

Facility location: LSD SEC TWP RGE MER

Connected substation (name and number): _____

Point of delivery: _____

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

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

Technical and Commercial Information

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

• Requested start date: _____

• End date: _____ Twelve (12) months from requested start date

• Requested demand opportunity service capacity: _____ MW

• Anticipated frequency of use: _____

• Total MWhs per month: _____

• Type of demand opportunity service expected to be used:

DOS 7 minute _____ DOS 1 hour _____ DOS Term

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

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

Schedule A: _____ Attached

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

Schedule B: _____ Attached

Undertaking

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

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

Market participant:

~~Please complete and send to the Alberta Electric System Operator.~~

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

~~Attention: Commercial Services~~

~~Email: dos.applications@aeso.ca~~

PROCEDURE FOR FORESEEABLE TRANSMISSION MUST-RUN SERVICE

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

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

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

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

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

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

~~—————~~ (Reference #6 in below diagram)

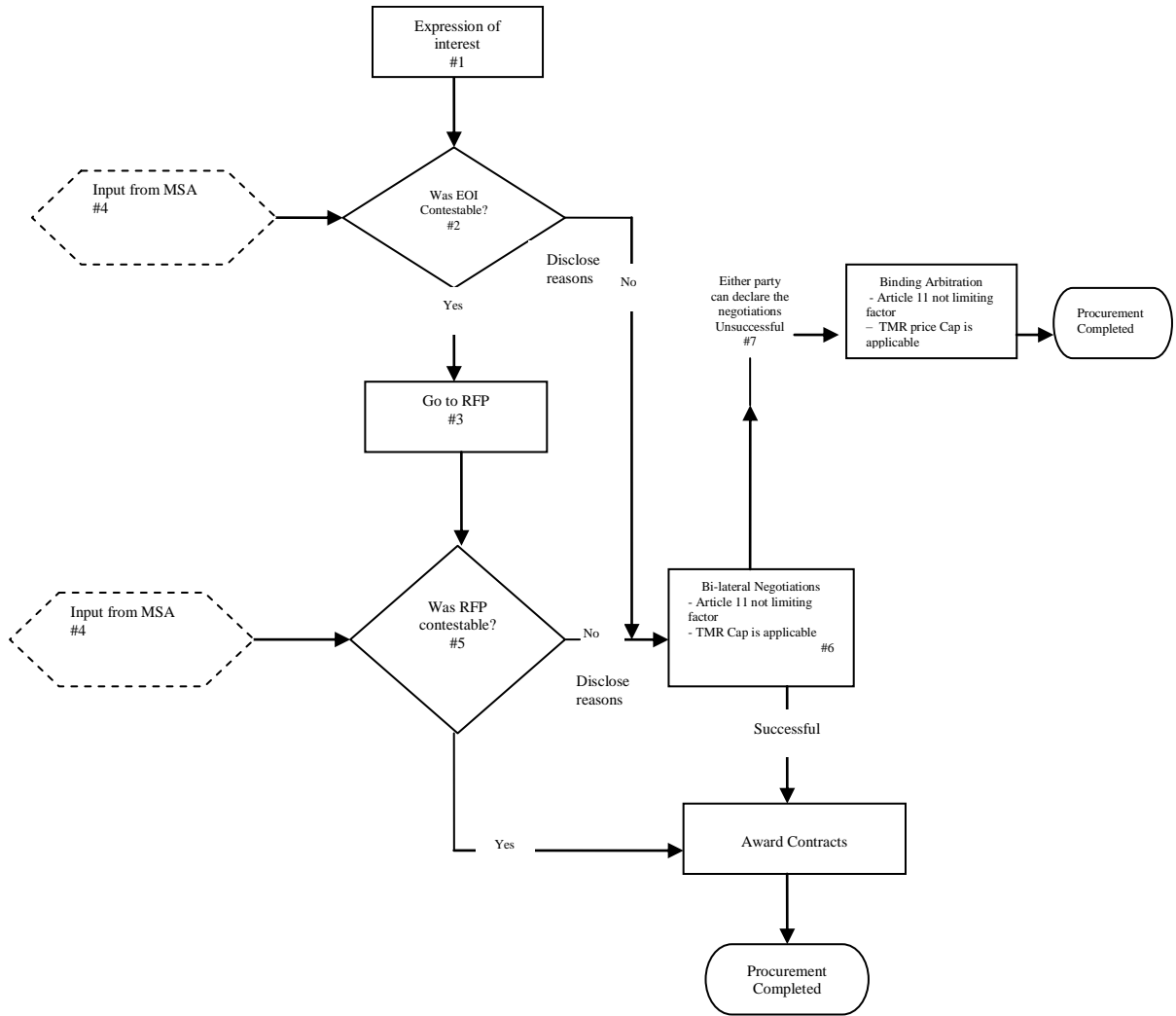
~~6~~ Any party to the bilateral negotiation process may declare it unsuccessful after thirty (30) **days**, at which time a binding arbitration process shall commence between the **ISO** and the **market participant** (Reference #7 in below diagram). In circumstances where multiple **market participants**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

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

~~—————~~ (Reference #8 in below diagram)

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

PROCEDURE FOR FORESEEABLE TRANSMISSION MUST-RUN SERVICE DIAGRAM



Revision History