Attachment I

2.2 Definitions - B

Back-Up Operation: The procedures for operating the NYCA in a safe and reliable manner when the ISO's normal communication or computer systems are not fully functional as set forth in Section 5.3 of this ISO Services Tariff and Article 2.12 of the ISO OATT.

Base Point Signals: Electronic signals sent from the ISO and ultimately received by Generators or Demand Side Resources specifying the scheduled MW output for the Generator. Real-Time Dispatch ("RTD") Base Point Signals are typically sent to Generators or Demand Side Resources on a nominal five (5) minute basis. AGC Base Point Signals are typically sent to Generators or Demand Side Resources on a nominal six (6) second basis.

Basis Amount: The amount owed to the ISO for purchases of Energy and Ancillary Services excluding External Transactions in the Basis Month, after applying the Price Adjustment, as further adjusted by the ISO to reflect material changes in the extent of the Customer's participation in the ISO-administered Energy and Ancillary Services markets.

Basis Month: The month during the Prior Equivalent Capability Period in which the amount owed by the Customer for purchases of Energy and Ancillary Services excluding External Transactions, after applying the Price Adjustment, was greatest.

Bid/Post System: An electronic information system used to allow the posting of proposed transmission schedules and Bids for Energy and Ancillary Services by Market Participants for use by the ISO and to allow the ISO to post LBMPs and schedules.

Bid: Offer to sell or bid to purchase Energy, Demand Reductions or Transmission Congestion Contracts and an offer to sell Ancillary Services at a specified price that is duly submitted to the ISO pursuant to ISO Procedures. Bid shall mean a mitigated Bid where appropriate.

Bid Price: The price at which the Customer offering the Bid is willing to provide the product or service, or is willing to pay to receive such product or service, as applicable. In the case of a CTS Interface Bid, the Bid Price is a dollar value that indicates the bidder's willingness to purchase Energy in the CTS Source Control Area and sell it in the CTS Sink Control Area across the CTS Enabled Interface, if the forecasted difference at scheduling between the CTS Sink Control Area Price and the CTS Source Control Area Price is greater than, or equal to, the dollar value specified in the bid.

Bid Production Cost: Total cost of the Generators required to meet Load and reliability Constraints based upon Bids corresponding to the usual measures of Generator production cost (e.g., running cost, Minimum Generation Bid, and Start-Up Bid).

Bidder: An entity that bids to purchase Unforced Capacity in an Installed Capacity auction.

Bidding Requirement: The credit requirement for bidding in certain ISO-administered auctions, calculated in accordance with Section 26.4.3 of Attachment K to this Services Tariff.

Bilateral Transaction: A Transaction between two or more parties for the purchase and/or sale of Capacity or Energy other than those in the ISO Administered Markets. A request to schedule a Bilateral Transaction in the Energy Market shall be considered a request to schedule Point-to-Point Transmission Service.

Billing Period: The period of time designated in Sections 7.2.2.1, 7.2.3.1, or 7.2.3.2 of this ISO Services Tariff over which the ISO will aggregate and settle a charge or a payment for services furnished under this ISO Services Tariff or the ISO OATT.

2.5 Definitions - E

East of Central-East: An electrical area comprised of Load Zones F, G, H, I, J, and K, as identified in the ISO Procedures.

East of Central-East Excluding Long Island: An electrical area comprised of Load Zones F, G, H, I, and J, as identified in the ISO Procedures.

East of Central-East Excluding New York City and Long Island: An electrical area comprised of Load Zones F, G, H, and I, as identified in the ISO Procedures.

Economic Operating Point: The megawatt quantity which is a function of: i) the real-time LBMP at the Resource bus; and ii) the Supplier's real-time eleven constant cost step Energy Bid, for the Resource, such that (a) the offer price associated with Energy offers below that megawatt quantity (if that megawatt quantity is not that Resource's minimum output level) must be less than or equal to the real-time LBMP at the Resource bus, and (b) the offer price associated with Energy offers above that megawatt quantity (if that megawatt quantity is not that Resource's maximum output level) must be greater than or equal to the real-time LBMP at the Resource bus. In cases where multiple megawatt values meet conditions (a) and (b), the Economic Operating Point is the megawatt value meeting these conditions that is closest to the Resource's real-time scheduled Energy injection. In cases where the Economic Operating Point would be less than the minimum output level, the Economic Operating Point will be set equal to the MW value of the first point on the Energy Bid curve and in cases where the Economic Operating Point would be greater than the maximum output level, the Economic Operating Point will be set equal to the MW value of the last point on the Energy Bid curve.

Emergency: Any abnormal system condition that requires immediate automatic or manual action to prevent or limit loss of transmission facilities or Generators that could adversely affect the reliability of an electric system.

Emergency Demand Response Program ("EDRP"): A program pursuant to which the ISO makes payments to Curtailment Service Providers that voluntarily take effective steps in real time, pursuant to ISO procedures, to reduce NYCA demand in Emergency conditions.

Emergency State: The state that the NYS Power System is in when an abnormal condition occurs that requires automatic or immediate, manual action to prevent or limit loss of the NYS Transmission System or Generators that could adversely affect the reliability of the NYS Power System.

Emergency Upper Operating Limit (UOL_E): The upper operating limit that a Generator indicates it expects to be able to reach, or the maximum amount of demand that a Demand Side Resource expects to be able to reduce, at the request of the ISO during extraordinary conditions. Each Generator or Demand Side Resource shall specify a UOL_E in its bids that shall be equal to or greater than its stated Normal Upper Operating Limit.

Energy ("MWh"): A quantity of electricity that is bid, produced, purchased, consumed, sold, or transmitted over a period of time, and measured or calculated in megawatt hours.

Energy and Ancillary Services Component: A component of the Operating Requirement, calculated in accordance with Section 26.4.2 of Attachment K to this Services Tariff.

Energy Limited Resource: Capacity resources that, due to environmental restrictions on operations, cyclical requirements, such as the need to recharge or refill, or other non-economic reasons, are unable to operate continuously on a daily basis, but are able to operate for at least four consecutive hours each day. Energy Limited Resources must register their Energy limiting characteristics with, and justify them to, the ISO consistent with ISO Procedures.

Equivalent Demand Forced Outage Rate: The portion of time a unit is in demand, but is unavailable due to forced outages.

Equivalency Rating: A rating determined by the ISO, at a Customer's request, based on the ISO's financial evaluation of an Unrated Customer that shall serve as the starting point of the ISO's determination of an amount of Unsecured Credit to be granted to the Customer, if any, as provided in Table K-1 of Attachment K to this Services Tariff.

ETA Agent: A Customer of the ISO that has been appointed by a Load Serving Entity and approved by the ISO in accordance with ISO Procedures for the purpose of enabling that Customer to hold all of the rights and obligations associated with Fixed Price TCCs, as provided for in this Services Tariff.

ETCNL TCC: A TCC created when a Transmission Owner with ETCNL exercises its right to convert a megawatt of ETCNL into a TCC pursuant to Section 19.4.1 of Attachment M of the OATT.

Excess Amount: The difference, if any, between the dollar amounts charged to purchasers of Unforced Capacity in an ISO–administered Unforced Capacity auction and the dollar amounts paid to sellers of Unforced Capacity in that ISO–administered Installed Capacity auction.

Excess Congestion Rents: Congestion revenues in the Day-Ahead Market for Energy collected by the ISO that are in excess of its Day-Ahead payment obligations. Excess Congestion Rents may arise if Congestion occurs in the Day-Ahead Market for Energy and if the Day-Ahead Transfer Capability of the transmission system is not exhausted by the set of TCCs and Grandfathered Rights that have been allocated at the completion of the last Centralized TCC Auction.

Existing Transmission Capacity for Native Load ("ETCNL"): Transmission Capacity reserved on a Transmission Owner's transmission system to serve the Native Load Customers of the current Transmission Owners (as of the filing date of the original ISO Tariff - January 31, 1997). This includes transmission Capacity required: (1) to deliver the output from operating facilities located out of a Transmission Owner's Transmission District; (2) to deliver power purchased under power supply contracts; and (3) to deliver power purchased under third party agreements (i.e., Non-Utility Generators). Existing Transmission Capacity for Native Load is listed in Attachment L of the ISO OATT.

Existing Transmission Agreement ("ETA"): An agreement between two or more Transmission Owners, or between a Transmission Owner and another entity, in existence at the time of ISO

start-up and providing for transmission service by a Transmission Owner to another Transmission Owner or another entity. Table 1A of Attachment L lists all ETAs. ETAs include Transmission Wheeling Agreements (including MWAs and Third Party TWAs) and Transmission Facility Agreements.

Expected Load Reduction: For purposes of determining the Real-Time Locational Based Marginal Price, the reduction in Load expected to be realized in real-time from activation of the Emergency Demand Response Program and from Load reductions requested from Special Case Resources, as established pursuant to ISO Procedures.

Expedited Dispute Resolution Procedures: The dispute resolution procedures applicable to disputes arising out of the Installed Capacity provisions of this ISO Services Tariff (as set forth in Section 5.17) and the Customer settlements provisions of this ISO Services Tariff (as set forth in Section 7.4.3).

Export: A Bilateral Transaction or purchase from the LBMP Market where the Energy is delivered to an NYCA Interconnection with another Control Area.

Export Credit Requirement: A component of the External Transaction Component of the Operating Requirement, calculated in accordance with Section 26.4.2 of Attachment K to this Services Tariff.

External: An entity (e.g., Supplier, Transmission Customer) or facility (e.g., Generator, Interface) located outside the Control Area being referenced or between two or more Control Areas. Where a specific Control Area is not referenced, the NYCA is the intended reference.

External Transaction Component: A component of the Operating Requirement, calculated in accordance with Section 26.4.2 of Attachment K to this Services Tariff.

External Transactions: Purchases, sales or exchanges of Energy, Capacity or Ancillary Services for which either the Point of Injection ("POI") or Point of Withdrawal ("POW") or both are located outside the NYCA (i.e., Exports, Imports or Wheels Through).

2.9 Definitions - I

ICAP Demand Curve: A series of prices which decline until reaching zero as the amount of Installed Capacity increases.

ICAP Demand Curve Reset Filing Year: A calendar year in which the ISO files ICAP Demand Curves, in accordance with Section 5.14.1.2.11.

ICAP Spot Market Auction: An auction conducted pursuant to Section 5.14.1.1 of this Tariff to procure and set LSE Unforced Capacity Obligations for the subsequent Obligation Procurement Period, pursuant to the Demand Curves applicable to each respective LSE and the supply that is offered.

Import Credit Requirement: A component of the External Transaction Component of the Operating Requirement, calculated in accordance with Section 26.4.2 of Attachment K to this Services Tariff.

Import Curtailment Guarantee Payment: A payment made in accordance with Section 4.5.3.2 and Attachment J of this ISO Services Tariff to compensate a Supplier whose Import is Curtailed by the ISO.

Imports: A Bilateral Transaction or sale to the LBMP Market where Energy is delivered to a NYCA Interconnection from another Control Area.

Imputed LBMP Revenue: Revenue developed for calculating a Generator or Import Bid Production Cost guarantee, for any interval, which equals the product of (i) the Bilateral Transaction scheduled MW in the Day-Ahead Market or real-time market, as appropriate, from the Generator Bus or Proxy Generator Bus, as appropriate, for the interval, (ii) the LBMP, in units of $/MWh, either Day-Ahead or real-time as appropriate, at the Generator or Proxy Generator Bus for that interval and (iii) the length of the interval, in units of hours.

Inadvertent Energy Accounting: The accounting performed to track and reconcile the difference between net actual Energy interchange and scheduled Energy interchange of a Control Area with adjacent Control Areas.

In-City: Located electrically within the New York City Locality (LBMP Load Zone J).

Incremental Energy Bid: A series of monotonically increasing constant cost incremental Energy steps that indicate the quantities of Energy for a given price that an entity is willing to supply to the ISO Administered Markets.

Incremental TCC: A set of point-to-point Transmission Congestion Contract(s) that is awarded pursuant to Section 19.2.2 of Attachment M to the ISO OATT.

Independent System Operator ("ISO"): The New York Independent System Operator, Inc., a not-for-profit corporation established pursuant to the ISO Agreement.

Independent System Operator Agreement ("ISO Agreement"): The agreement that establishes the New York ISO.

Independent System Operator/New York State Reliability Council ("ISO/NYSRC Agreement"): The agreement between the ISO and the New York State Reliability Council governing the relationship between the two organizations.

Independent System Operator-Transmission Owner Agreement ("ISO/TO Agreement"): The agreement that establishes the terms and conditions under which the Transmission Owners transferred to the ISO Operational Control over designated transmission facilities.

Indicative NCZ Locational Minimum Installed Capacity Requirement: The amount of capacity that must be electrically located within a New Capacity Zone, or possess an approved Unforced Capacity Deliverability Right, in order to ensure that sufficient Energy and Capacity are available in that NCZ and that appropriate reliability criteria are met.

Installed Capacity: External or Internal Capacity, in increments of 100 kW, that is made available~~,~~ pursuant to Tariff requirements and ISO Procedures.

Installed Capacity Equivalent: The Resource capability that corresponds to its Unforced Capacity, calculated in accordance with ISO Procedures.

Installed Capacity Marketer: An entity which has signed this Tariff and which purchases Unforced Capacity from qualified Installed Capacity Suppliers, or from LSEs with excess Unforced Capacity, either bilaterally or through an ISO-administered auction. Installed Capacity Marketers that purchase Unforced Capacity through an ISO-administered auction may only resell Unforced Capacity purchased in such auctions in the NYCA.

Installed Capacity Supplier: An Energy Limited Resource, Generator, Installed Capacity Marketer, Responsible Interface Party, Intermittent Power Resource, Limited Control Run of River Hydro Resource, municipally-owned generation, System Resource or Control Area System Resource that satisfies the ISO's qualification requirements for supplying Unforced Capacity to the NYCA.

Interconnection or Interconnection Points ("IP"): The point(s) at which the NYCA connects with a distribution system or adjacent Control Area. The IP may be a single tie line or several tie lines that are operated in parallel.

Interface: A defined set of transmission facilities that separate Load Zones and that separate the NYCA from adjacent Control Areas.

Interface MW - Mile Methodology: The procedure used to allocate Original Residual TCCs determined prior to the first Centralized TCC Auction to Transmission Owners.

Intermittent Power Resource: Capacity resources that depend upon wind, solar energy or landfill gas for their fuel and that such dependence precludes accurate prediction of the facility's real-time output. Each Intermittent Power Resource that depends on wind as its fuel shall include all turbines metered at a single scheduling point identifier (PTID).

Internal: An entity (e.g., Supplier, Transmission Customer) or facility (e.g., Generator, Interface) located within the Control Area being referenced. Where a specific Control Area is not referenced, internal means the NYCA.

Internal Transactions: Purchases, sales or exchanges of Energy, Capacity or Ancillary Services where the Generator and Load are located within the NYCA.

Investment Grade Customer: A Customer that meets the criteria set forth in Section 26.3 of Attachment K to this Services Tariff.

Investor-Owned Transmission Owners: At the present time these include: Central Hudson Gas & Electric Corporation, Consolidated Edison Company of New York, Inc., New York State Electric & Gas Corporation, Niagara Mohawk Power Corporation, Orange and Rockland Utilities, Inc., and Rochester Gas and Electric Corporation.

ISO Administered Markets : The Day-Ahead Market and the Real-Time Market (collectively the "LBMP Markets") and any other market or auction administered by the ISO.

ISO-Committed Fixed: In the Day-Ahead Market, a bidding mode in which a Generator requests that the ISO commit and schedule it. In the Real-Time Market, a bidding mode in which a Generator, with ISO approval, requests that the ISO schedule it no more frequently than every 15 minutes. A Generator scheduled in the Day-Ahead Market as ISO-Committed Fixed will participate as a Self-Committed Fixed Generator in the Real-Time Market unless it changes bidding mode, with ISO approval, to participate as an ISO-Committed Fixed Generator.

ISO-Committed Flexible: A bidding mode in which a Dispatchable Generator or Demand Side Resource follows Base Point Signals and is committed by the ISO.

ISO Market Power Monitoring Program: The monitoring program approved by the Commission and administered by the ISO and the Market Monitoring Unit that is designed to monitor the possible exercise of market power in ISO Administered Markets.

ISO OATT: The ISO Open Access Transmission Tariff.

ISO Procedures: The procedures adopted by the ISO in order to fulfill its responsibilities under the ISO OATT, the ISO Services Tariff and the ISO Related Agreements.

ISO Related Agreements: Collectively, the ISO Agreement, the ISO/TO Agreement, the NYSRC Agreement, and the ISO/NYSRC Agreement.

ISO Services Tariff (the "Tariff"): The ISO Market Administration and Control Area Services Tariff.

ISO Tariffs: The ISO OATT and the ISO Services Tariff, collectively.

2.22 Definitions - V

Variably Scheduled Proxy Generator Bus: A Proxy Generator Bus for which the ISO may schedule Transactions at 15 minute intervals in real time. Variably Scheduled Proxy Generator Buses are identified in Section 4.4.4 of the Services Tariff.

Virtual Load: Any Bid to purchase Energy in the Day-Ahead Market submitted at a load bus specified for Virtual Transactions.

Virtual Supply: Any Bid to sell Energy in the Day-Ahead Market submitted at a load bus specified for Virtual Transactions.

Virtual Transaction: Any Bid to purchase or sell Energy in the Day-Ahead Market submitted at a load bus specified for Virtual Transactions.

Virtual Transaction Component: A component of the Operating Requirement, calculated in accordance with Section 26.4.2 of Attachment K to this Services Tariff.

2.23 Definitions - W

West of Central-East ("West" or "Western"): An electrical area comprised of Load Zones A, B, C, D, and E, as identified in the ISO Procedures.

Wheels Through: Transmission Service, originating in another Control Area, that is wheeled through the NYCA to another Control Area.

Wheels Through Credit Requirement: A component of the External Transaction Component of the Operating Requirement, calculated in accordance with Section 26.4.2 of Attachment K to this Services Tariff.

Wholesale Market: The sum of purchases and sales of Energy and Capacity for resale along with Ancillary Services needed to maintain reliability and power quality at the transmission level coordinated together through the ISO and Power Exchanges. A party who purchases Energy, Capacity or Ancillary Services in the Wholesale Market to serve its own Load is considered to be a participant in the Wholesale Market.

Wholesale Transmission Services Charges ("WTSC"): Those charges calculated pursuant to Attachment H of the OATT, incurred or declared overdue by a Transmission Owner pursuant to Section 26.4.2 of Attachment K, after the effective date of these revisions; provided, however, that these provisions will not apply to pre-petition bankruptcy debts for a company that is currently in bankruptcy.

Wind Energy Forecast: The ISO's forecast of Energy that is expected to be supplied over a specified interval of time by an Intermittent Power Resource that depends on wind as its fuel and which is used in ISO's Energy market commitment and dispatch.

Wind Output Limit: A Base Point Signal calculated for an Intermittent Power Resource depending on wind as its fuel and which, when sent to the Intermittent Power Resource, shall include a separate flag indicating that the Base Point Signal directs the Intermittent Power Resource to reduce its output. All Intermittent Power Resources, other than those in commercial operation as of January 1, 2002 with name plate capacity of 12 MWs or fewer, shall be eligible to receive a Wind Output Limit.

WTSC Component: A component of the Operating Requirement, calculated in accordance with Section 26.4.2, of Attachment K to this Services Tariff.

7.5 Customer Default

7.5.1 Events of Default

An event of default ("Default") shall occur in the event a Customer (the "Defaulting Party") shall:

(i) fail to comply with the ISO's creditworthiness requirements and receive notice of such failure;

(ii) fail to comply with Section 8.4 of this Tariff;

(iii) make an assignment or any general arrangement for the benefit of creditors;

(iv) fail to timely make a payment due to the ISO, regardless of whether such payment is in dispute, and receive notice from the ISO of such failure;

(v) fail to cure its default in another independent system operator/regional transmission organization market;

(vi) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a case, petition, proceeding, or cause of action under any bankruptcy or insolvency law or similar law for the protection of debtors or creditors, or have such a petition, case, proceeding or cause of action filed or commenced against it and such case, petition, proceeding or cause of action is not withdrawn or dismissed within thirty (30) days after such filing or commencement;

(vii) otherwise become bankrupt or insolvent (however evidenced);

(viii) be unable or unwilling to pay its debts to third parties as they fall due;

(ix) otherwise become adjudicated a debtor in bankruptcy or insolvent (however evidenced);

(x) be unable (or admits in writing its inability) generally to pay its debts as they become due;

(xi) be dissolved (other than pursuant to a consolidation, acquisition, amalgamation or merger);

(xii) have a resolution passed for its winding-up official management or liquidation (other than pursuant to a consolidation, acquisition, amalgamation or merger);

(xiii) seek or become subject to the appointment of an administrator, provisional liquidator, conservator, assignee, receiver, trustee, custodian or other similar entity or official for all or substantially all of its assets;

(xiv) have a secured party take possession of all or substantially all of its assets or has a distress, levy, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty (30) days thereafter;

(xv) cause or subject to any event with respect to which, under the applicable laws of any jurisdiction, said event has an analogous effect to any of the events specified in clauses (iv) to (xii) (inclusive);

(xvi) take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts; or

(xvii) fail to perform any material covenant set forth in the Tariff or a Service Agreement (other than the events that are otherwise specifically covered in this Section as a separate Event of Default), and such failure is not excused by Force

Majeure or cured within five (5) business days after written notice thereof to the Defaulting Party;

7.5.2 Cure

Unless otherwise provided in Attachment K to this Services Tariff:

(i) A Defaulting Party shall have one (1) business day to cure a Default resulting from its failure to timely make a payment due to the ISO.

(ii) A Defaulting Party shall have two (2) business days to cure a Default resulting from its failure to comply with the ISO's creditworthiness requirements; *provided, however*, that a Customer shall have one (1) business day to cure a default resulting from its failure to comply with the ISO's creditworthiness requirements following termination of a Prepayment Agreement.

7.5.3 ISO Remedies

In addition to any and all other remedies available under the ISO Tariffs or pursuant to law or equity, the ISO shall have the following remedies:

(i) Default. Upon an event of Default and expiration of any cure period, the ISO shall have the right to suspend and/or terminate service to the Defaulting Party and the Service Agreement between the ISO and the Defaulting Party immediately upon notice to the Commission. In addition, in the event of a payment default, the ISO shall have the sole and exclusive right to initiate debt collection procedures against a Customer on account of any such default. The process for declaring and recovering bad debt losses is set forth in Attachment U to the ISO OATT.

(ii) **Financial Distress.** In the event of a reduction in the amount of a Customer's Unsecured Credit (a) by fifty percent (50%) or more as determined in accordance with Section 26.5 of Attachment K to the ISO Services Tariff, or (b) as a result of a material adverse change as determined in accordance with Section 26.14 of Attachment K to the ISO Services Tariff, then the ISO shall have the right to: (1) immediately issue an invoice to such Customer requiring payment within two (2) business days from the invoice date for initial settlements representing the sum of that Billing Period's daily billing data available as of the invoice date, and/or (2) require such Customer to prepay estimated charges weekly for up to twelve months in accordance with ISO Procedures.

(iii) **Default in Another ISO/RTO.** In the event a Customer fails to cure its default in another independent system operator/regional transmission organization market, then the ISO shall have the right to: (1) demand immediate payment by the Customer to the ISO for any amounts owed as of the date of the demand, and/or (2) require the Customer to prepay estimated charges weekly for a minimum of twelve months in accordance with ISO Procedures, and/or (3) reduce or eliminate the amount of the Customer's Unsecured Credit.

(iv) **Two Late Payments**. In the event a Customer fails to pay its invoice when due on two occasions within a rolling twelve (12) month period, then the ISO shall have the right to: (1) require the Customer to prepay estimated charges weekly, based on the charges incurred by the Customer in the previous week, for up to twelve months, and/or (2) reduce or eliminate the amount of the Customer's Unsecured Credit for up to twelve (12) months.

7.5.4 Forward Contracts

By entering into Transactions under this Tariff, the Customer agrees that its Service Agreement and Transactions under this Tariff shall constitute a “forward contract” within the meaning of the United States Bankruptcy Code.

7.5.5 Notice to Customers

The ISO shall notify all Customers in the event that a Customer is in default and shall also notify all Customers in the event that the Customer subsequently cures the default or the ISO terminates the Customer due to the default. In the event of a payment default or creditworthiness default, the ISO will disclose in its notice to Customers the approximate amount of the default as follows:

Default Amount	Type of Default	
Range	Payment	Creditworthiness
$0 to $100,000		
$100,001 to $500,000		
$500,001 to $1,000,000		
$1,000,001 to $5,000,000		
$5,000,001 to $10,000,000		
> $10,000,000		

In addition, in the event of a payment default, unless otherwise precluded, the ISO will also disclose the amount and type of collateral, if any, held by the ISO to secure the defaulting Customer's obligations to the ISO.

26.4 Operating Requirement and Bidding Requirement

26.4.1 Purpose and Function

The Operating Requirement is a measure of a Customer's expected financial obligations to the ISO based on the nature and extent of that Customer's participation in ISO-Administered Markets. A Customer shall be required to allocate Unsecured Credit, where allowed, and/or provide collateral in an amount equal to or greater than its Operating Requirement. Upon a Customer's written request, the ISO will provide a written explanation for any changes in the Customer's Operating Requirement.

The Bidding Requirement is a measure of a Customer's potential financial obligation to the ISO based upon the bids that Customer seeks to submit in an ISO-administered TCC or ICAP auction. A Customer shall be required to allocate Unsecured Credit, where allowed, and/or provide collateral in an amount equal to or greater than its Bidding Requirement prior to submitting bids in an ISO-administered TCC or ICAP auction.

26.4.2 Calculation of Operating Requirement

The Operating Requirement shall be equal to the sum of (i) the Energy and Ancillary Services Component; (ii) the External Transaction Component; (iii) the UCAP Component; (iv) the TCC Component; (v) the WTSC Component; (vi) the Virtual Transaction Component; (vii) the DADRP Component; and (viii) the DSASP Component where:

26.4.2.1 Energy and Ancillary Services Component

The Energy and Ancillary Services Component shall be equal to:

(a) For Customers without a prepayment agreement, the greater of either:

$$\frac{\text{Basis Amount for Energy and Ancillary Services}}{\text{Days in Basis Month}} \times 16$$

- or -

$$\frac{\text{Total Charges Incurred for Energy and Ancillary Services for Previous Ten (10) Days}}{10} \times 16$$

(b) For Customers that qualify for a prepayment agreement, subject to the ISO's credit analysis and approval, and execute a prepayment agreement in the form provided in Appendix K-1, the greater of either:

$$\frac{\text{Basis Amount for Energy and Ancillary Services}}{\text{Days in Basis Month}} \times 3$$

or-

$$\frac{\text{Total Charges Incurred for Energy and Ancillary Services for Previous Ten (10) Days} \times 3}{10}$$

(c) For new Customers, the ISO shall determine a substitute for the Basis Amount for Energy and Ancillary Services for use in the appropriate formula above equal to:

EPL x 720 x AEP

where:

EPL = estimated peak Load for the Capability Period; and

AEP = average Energy and Ancillary Services price during the Prior Equivalent Capability Period after applying the Price Adjustment.

26.4.2.2 External Transaction Component

The External Transaction Component shall equal the sum of the Customer's (i) Import Credit Requirement, (ii) Export Credit Requirement, (iii) Wheels Through Credit Requirement, and (iv) the net amount owed to the ISO for settled External Transactions.

26.4.2.2.1 Import Credit Requirement

For a given month, the Import Credit Requirement shall apply to any Customer that Bids to Import in the Day-Ahead Market ("DAM"), excluding Non-Firm Transactions, unless (i) the

Customer has at least 50 scheduled Day-Ahead Import Bids in the three-month period ending on the 15th day of the preceding month (or the six-month period ending on the 15th day of the preceding month if the Customer has fewer than 50 scheduled Day-Ahead Import Bids in the immediately preceding three-month period), and (ii) fewer than 25% of the MWhs of such scheduled Day-Ahead Import Bids were settled at a loss to the Customer.

The Import Credit Requirement shall equal the sum of the amounts calculated for each Bid in accordance with the appropriate formulas below:

(1) Upon submission of a DAM Import Bid until posting of the applicable DAM schedule/price.

The ISO will categorize each Import Bid into one of the 18 Import Price Differential (IPD) groups set forth in the IPD chart in Section 26.4.2.2.4 below, as appropriate, based upon the season and time-of-day of the Import Bid. The amount of credit support required in $/MWh that applies to an Import Bid shall equal the 97th percentile level of the following: the hourly average Energy price calculated in the Real-time Market at the location associated with the Import Bid, minus the Energy price calculated in the DAM at the same location and time, with the dataset used to perform this calculation consisting of all hours that are in the same IPD group as the hour to which the Import Bid applies, and that occurred no earlier than April 1, 2005 nor later than the end of the calendar month preceding the month to which the Import Bid applies. The amount of credit support required in $/MWh shall not be less than $0/MWh.

The credit requirement for each Import Bid shall be calculated as follows:

$$Bid_{MWhB} * Max (IPD_{CS}, 0)$$

Where:

Bid_{MWhB} = the total quantity of MWhs that a Customer Bids to Import in a particular hour and at a particular location.

IPD_{CS} = the amount of credit support required, in $/MWh, for an Import Bid as described above, for the location associated with the Import Bid and for the IPD group that contains the hour to which the Import Bid applies.

(2) Upon posting of the applicable DAM schedule/price until completion of the hour Bid in real-time for a DAM Import Bid.

The credit requirement for each Import Bid shall be calculated as follows:

$$SchBid_{MWhI} * Max (IPD_{CS}, 0)$$

Where:

$SchBid_{MWhI}$ = the total quantity of MWhs that is scheduled in the DAM in a particular hour and at a particular location as a result of the Customer's Import Bid.

IPD_{CS} = the amount of credit support required, in $/MWh, for an Import Bid as described above, for the location associated with the Import Bid and for the IPD group that contains the hour to which the Import Bid applies.

(3) Upon completion of the hour Bid in real-time for a DAM Import Bid until the net amount owed to the ISO is determined for settled External Transactions.

The credit requirement for each Import Bid shall be calculated as follows:

$$Max ((BalPay\$ – DAMPay\$), 0)$$

Where:

$BalPay_{\$}$ = $(SchBid_{MWhI} – Actual_{MWhI}) * RT\ LBMP_I$

$DAMPay_{\$}$ = $SchBid_{MWhI} * DAM\ LBMP_I$

$SchBid_{MWhI}$ = the total quantity of MWhs that is scheduled in the DAM in a particular hour at a particular location as a result of the Customer's Import Bid.

$Actual_{MWhI}$ = the total quantity of MWhs that is scheduled in real-time associated with the Customer's Import Bid in a particular hour and at a particular location for the hour completed.

$DAM\ LBMP_I$ = the Day-Ahead LBMP in a particular hour and at a particular location associated with the Customer's Import Bid.

$RT\ LBMP_I$ = the Real-Time LBMP in a particular hour and at a particular location associated with the Customer's Import Bid.

26.4.2.2.2 Export Credit Requirement

The Export Credit Requirement shall apply to any Customer that Bids to Export in the DAM or Hour-Ahead Market ("HAM"), excluding Non-Firm Transactions.

The Export Credit Requirement shall equal the sum of the amounts calculated for each Bid in accordance with the appropriate formulas below:

(1) Upon submission of a DAM Export Bid until posting of the applicable DAM schedule/price.

The ISO will categorize each Export Bid into one of the 18 Export Price Differential (EPD) groups set forth in the EPD chart in Section 26.4.2.2.4 below, as appropriate, based upon the season and time-of-day of the Export Bid. The amount of credit support required in $/MWh that applies to an Export Bid shall equal the 97th percentile level of the following: the Energy price calculated in the DAM at the location associated with the Export Bid, minus the hourly average Energy price calculated in the Real-time Market at the same location and time, with the dataset used to perform this calculation consisting of all hours that are in the same EPD group as the hour to which the Export Bid applies, and that occurred no earlier than April 1, 2005 nor later than the end of the calendar month preceding the month to which the Export Bid applies. The amount of credit support required in $/MWh shall not be less than $0/MWh.

The credit requirement for all DAM Export Bids with the same hour/date and location shall be calculated as follows:

$$(\text{Max}\ ((\text{Max}_{N}(\text{Bid}_{\text{MWh}} * \text{Bid}_{\$E})), (\text{BidMax}_{\text{MWhB}} * \text{EPD}_{\text{CS}})))$$

Where:

Bid_{MWh} = the total quantity of MWhs that a Customer Bids to Export in the DAM in a particular hour and at a particular location at or below each Bid Price.

$\text{Bid}_{\$E}$ = the Bid Price in $/MWh at which the Customer Bids to purchase the Bid_{MWh} of Exports in a particular hour and at a particular location.

N = the set of hourly Export Bid Prices in a particular hour and at a particular location.

$\text{BidMax}_{\text{MWhB}}$ = the total quantity of MWhs that a Customer Bids to Export in the DAM in a particular hour and at a particular location.

EPD_{CS} = the amount of credit support required, in $/MWh, for an Export Bid as described above, for the location associated with the Export Bid and for the EPD group that contains the hour to which the Export Bid applies.

(2) Upon posting of the applicable DAM schedule/price until completion of hour Bid in real-time for a DAM Export Bid.

The credit requirement for each Export Bid shall be calculated as follows:

$$(\text{SchBid}_{\text{MWhE}} * (\text{Max}\ (\text{EPD}_{\text{CS}}, \text{DAM LBMP}_{\text{E}})))$$

Where:

$\text{SchBid}_{\text{MWhE}}$ = the total quantity of MWhs that is scheduled in the DAM in a particular hour at a particular location as a result of the Customer's Export Bid.

EPD_{CS} = the amount of credit support required, in $/MWh, for an Export Bid as described above, for the location associated with the Export Bid and for the EPD group that contains the hour to which the Export Bid applies.

$\text{DAM LBMP}_{\text{E}}$ = the Day-Ahead LBMP in a particular hour and at a particular location associated with the Customer's Export Bid.

(3) Upon submission of a HAM Export Bid until completion of the hour Bid in real-time.

The amount of credit support required in $/MWh that applies to HAM Export

Bids in the same hour/date and at the same location shall equal the maximum

amount of the payment potentially due to the ISO based on the MWhs of Exports Bid for purchase at each Bid Price in a particular hour and at a particular location.

The credit requirement for all HAM Export Bids with the same hour/date and location shall be calculated as follows:

$$(Max_N ((Max (Bid_{MWhE}, 0)) * Bid_{\$E}))$$

Where:

Bid_{MWhE} = the total quantity of MWhs that a Customer Bids to Export in the HAM in a particular hour and at a particular location at or below each Bid Price minus the MWhs of Exports scheduled in the DAM in the same hour at the same location.

$Bid_{\$E}$ = the Bid Price in $/MWh at which the Customer Bids to purchase the Bid_{MWhE} of Exports in a particular hour and at a particular location.

N = the set of hourly Export Bid Prices in a particular hour and at a particular location.

(4) Upon completion of the hour Bid in real-time for an Export Bid until the net amount owed to the ISO is determined for settled External Transactions.

The amount of credit support required will equal the sum of the Day-Ahead Credit Calculation and Real-Time Credit Calculation for each completed hour.

The credit requirement for each Export Bid shall be calculated as follows:

Day-Ahead Credit Calculation + Real-Time Credit Calculation

The Day-Ahead Credit Calculation only applies to DAM Export Bids and the Real-Time Credit Calculation applies to all HAM Export Bids including HAM Bids associated with a DAM Bid.

Where:

Day-Ahead Credit Calculation = Max (Adjusted Export Day-Ahead Credit Calculation, 0)

Adjusted Export Day-Ahead Credit Calculation = the credit requirement calculated in accordance with section 26.4.2.2.2(2) minus the Balancing Payment.

Balancing Payment = Max (($SchBid_{MWhE}$ – $Actual_{MWhE}$), 0) * RT $LBMP_E$

$SchBid_{MWhE}$ = the total quantity of MWhs that is scheduled in the DAM in a particular hour and at a particular location as a result of the Customer's Export Bid.

$Actual_{MWhE}$ = the total quantity of MWhs that is scheduled in real-time associated with the Customer's Export Bid in a particular hour and at a particular location for the hour completed.

RT $LBMP_E$ = the Real-Time LBMP in a particular hour and at a particular location associated with the Customer's Export Bid.

Real-Time Credit Calculation = Max ((Max (($Actual_{MWhE}$ – $SchBid_{MWhE}$),0) * RT $LBMP_E$), 0)

$Actual_{MWhE}$ = the total quantity of MWhs that is scheduled in real-time associated with the Customer's Export Bid in a particular hour and at a particular location for the hour completed.

$SchBid_{MWhE}$ = the total quantity of MWhs that is scheduled in the DAM in a particular hour and at a particular location as a result of the Customer's Export Bid.

RT $LBMP_E$ = the Real-Time LBMP in a particular hour and at a particular location associated with the Customer's Export Bid.

26.4.2.2.3 Wheels Through Credit Requirement

The Wheels Through Credit Requirement shall apply to any Customer that Bids to Wheel Through in the DAM or HAM, excluding Non-Firm Transactions.

The Wheels Through Credit Requirement shall equal the sum of the amounts calculated for each Bid in accordance with the appropriate formulas below:

(1) Upon submission of a DAM Wheels Through Bid until posting of the applicable DAM schedule/price.

The amount of credit support required in $/MWh that applies to the DAM Wheels Through Bid shall equal the maximum payment potentially due to the ISO based on the Customer's Bid Prices on the Bid curve.

The credit requirement for each Wheels Through Bid shall be calculated as follows:

$$\text{Max}\ (\text{Max}_N\ (\text{BidPt}_{MWhN} * \text{Bid\$}_{\$/MWhN}),0)$$

Where:

N = each Bid Price on the Bid curve.

BidPt_{MWhN} = the MWhs associated with the Bid Price on the Bid curve.

$\text{Bid\$}_{\$/MWhN}$ = the amount that the customer is willing to pay for congestion in $/MWh on the Bid curve associated with the Customer's Wheels Through Bid.

(2) Upon posting of the applicable Wheels Through DAM schedule/price until completion of the hour Bid in real-time.

The credit requirement for each DAM Wheels Through Bid shall be calculated as follows:

$$\text{Max}\ (\text{SchBid}_{MWhW} * (\text{DAM LBMP}_{POW} - \text{DAM LBMP}_{POI}), 0))$$

Where:

SchBid_{MWhW} = the total quantity of MWhs scheduled in the DAM as a result of the Customer's Bid to schedule Wheels Through.

DAM LBMP_{POI} = the Day-Ahead LBMP in the hour and at the Point of Injection associated with the Wheels Through Bid.

DAM LBMP_{POW} = the Day-Ahead LBMP in the hour and at the Point of Withdrawal associated with the Wheels Through Bid.

(3) Upon creation of a HAM Wheels Through Bid until the completion of the hour Bid in real-time.

The amount of credit support required in $/MWh that applies to HAM Wheels Through Bid shall equal the price of the maximum value of exposure based on Bid Prices on the Bid curve.

The credit requirement for each Wheels Through Bid shall be calculated as follows:

$$\text{Max}(\text{Max}_N\ (\text{Max}\ (\text{BidPt}_{MWhW}, 0) * \text{Bid\$}_{\$/MWhN}),0)$$

Where:

N = each Bid Price on the Bid curve.

$BidPt_{MWhW}$ = the MWhs associated with the Bid Price on the Bid curve minus the MWhs of the DAM Bid with same hour/date, location and Bid transaction ID.

$Bid\$_{\$/MWhN}$ = the amount that the customer is willing to pay for congestion in $/MWh on the Bid curve associated with the Customer's Wheels Through Bid.

(4) Upon completion of the hour Bid in real-time for a Wheels Through Bid until the net amount owed to the ISO is determined for settled External Transactions.

The amount of credit support required will equal the sum of the Day-Ahead Credit Calculation and Real-Time Credit Calculation for each completed hour.

The credit requirement for each Wheels Through Bid shall be calculated as follows:

Day-Ahead Credit Calculation + Real-Time Credit Calculation

The Day-Ahead Credit Calculation only applies to DAM Wheels Through Bids and the Real-Time Credit Calculation applies to all HAM Wheels Through Bids including HAM Bids associated with a DAM Bid.

Where:

Day-Ahead Credit Calculation = Max (Adjusted Wheels Through Day-Ahead Credit Calculation, 0)

Adjusted Wheels Through Day-Ahead Credit Calculation = the credit requirement calculated in section 26.4.2.2.3(2) minus the Balancing Payment.

Balancing Payment = $\text{Max}((SchBid_{MWhW} - Actual_{MWhW}), 0) * (\text{RT LBMP}_{POW} - \text{RT LBMP}_{POI})$

$SchBid_{MWhW}$ = the total quantity of MWhs that is scheduled in the DAM as a result of the Customer's Wheels Through Bid.

$Actual_{MWhW}$ = the total quantity of MWhs that is scheduled in real-time associated with the Customer's Wheels Through Bid for the hour completed.

RT LBMP_{POI} = the Real-Time LBMP in the hour and at the Point of Injection associated with the Wheels Through Bid.

$RT\ LBMP_{POW}$ = the Real-Time LBMP in the hour and at the Point of Withdrawal associated with the Wheels Through Bid.

$$\text{Real-Time Credit Calculation} = \text{Max}\ (\text{Max}\ ((\text{Actual}_{MWhW} - \text{SchBid}_{MWhW}), 0) * (RT\ LBMP_{POW} - RT\ LBMP_{POI}), 0)$$

$SchBid_{MWhW}$ = the total quantity of MWhs that is scheduled in the DAM as a result of the Customer's Bid to Wheel Through Energy.

$Actual_{MWhW}$ = the total quantity of MWhs that is scheduled in real-time associated with the Customer's Wheels Through Bid for the hour completed.

$RT\ LBMP_{POI}$ = the Real-Time LBMP in the hour and at the Point of Injection associated with the Wheels Through Bid.

$RT\ LBMP_{POW}$ = the Real-Time LBMP in the hour and at the Point of Withdrawal associated with the Wheels Through Bid.

26.4.2.2.4 Calculation of Price Differentials

Import Price Differential (IPD) Groups

Summer	For each Proxy Generator Bus
HB07–10	IPD-1
HB11–14	IPD-2
HB15–18	IPD-3
HB19–22	IPD-4
Weekend/ Holiday (HB07–22)	IPD-5
Night (HB23–06)	IPD-6
Winter	
HB07–10	IPD-7
HB11–14	IPD-8
HB15–18	IPD-9
HB19–22	IPD-10
Weekend/ Holiday (HB07–22)	IPD-11
Night (HB23–06)	IPD-12
Rest-of-Year	
HB07–10	IPD-13
HB11–14	IPD-14
HB15–18	IPD-15
HB19–22	IPD-16
Weekend/ Holiday (HB07–22)	IPD-17
Night (HB23–06)	IPD-18

Where:

Summer	=	May, June, July, and August
Winter	=	December, January, and February
Rest-of-Year	=	March, April, September, October, and November
HB07–10	=	weekday hours beginning 07:00–10:00
HB11–14	=	weekday hours beginning 11:00–14:00
HB15–18	=	weekday hours beginning 15:00–18:00
HB19–22	=	weekday hours beginning 19:00– 22:00
Weekend/Holiday	=	weekend and holiday hours beginning 07:00–22:00
Night	=	all hours beginning 23:00– 06:00

Export Price Differential (EPD) Groups

Summer	**For each Proxy Generator Bus**
HB07–10	EPD-1
HB11–14	EPD-2
HB15–18	EPD-3
HB19–22	EPD-4
Weekend/ Holiday (HB07–22)	EPD-5
Night (HB23–06)	EPD-6
Winter	
HB07–10	EPD-7
HB11–14	EPD-8
HB15–18	EPD-9
HB19–22	EPD-10
Weekend/ Holiday (HB07–22)	EPD-11
Night (HB23–06)	EPD-12
Rest-of-Year	
HB07–10	EPD-13
HB11–14	EPD-14
HB15–18	EPD-15
HB19–22	EPD-16
Weekend/ Holiday (HB07–22)	EPD-17
Night (HB23–06)	EPD-18

Where:

Summer	=	May, June, July, and August
Winter	=	December, January, and February
Rest-of-Year	=	March, April, September, October, and November
HB07–10	=	weekday hours beginning 07:00–10:00
HB11–14	=	weekday hours beginning 11:00–14:00
HB15–18	=	weekday hours beginning 15:00–18:00
HB19–22	=	weekday hours beginning 19:00– 22:00
Weekend/Holiday	=	weekend and holiday hours beginning 07:00–22:00
Night	=	all hours beginning 23:00– 06:00

26.4.2.3 UCAP Component

The UCAP Component shall be equal to the total of all amounts then-owed (billed and unbilled) for UCAP purchased in the ISO-administered markets.

26.4.2.4 TCC Component

The TCC Component shall be equal to the greater of either the amount calculated in accordance with Section 26.4.2.4.1 or Section 26.4.2.4.2 below.

26.4.2.4.1 TCC Award Calculation

The sum of the amounts calculated in accordance with the appropriate per TCC term-based formula listed below for TCC purchases less the amounts calculated in accordance with the appropriate per TCC term-based formula listed below for TCC sales; *provided however,* that upon initial award of a TCC until the ISO receives payment for the TCC (or payment for the first year of a two-year TCC), the NYISO will hold the greater of the payment obligation for the TCC or the credit requirement for the TCC calculated in accordance with this Section 26.4.2.4.1.

26.4.2.4.1.1 Two-Year TCCs:

(1) upon initial award of a two-year TCC until completion of the final round of the current two-year Sub-Auction, the sum of the first year and second year amounts, which will be calculated as follows:

First Year:
the amount calculated in accordance with the one-year TCC formula set forth in Section 26.4.2.4.1.5 below

where:

Pijt = market clearing price of a one-year TCC in the final round of the one-year Sub-Auction in the prior Capability Period Centralized TCC Auction with the same POI and POW combination as the two-year TCC.

Second Year:

$$+1.909\ \sqrt{e^{10.9729\ +.6514\ \ (\ln\ (|P_{ijt}|+e))+.6633\ \ *\ Zone\ \ J}}$$

where:

Pijt = market clearing price of that two-year TCC minus the market clearing price of a one-year TCC in the final round of the one-year Sub-Auction in the prior Capability Period Centralized TCC Auction with the same POI and POW combination as the two-year TCC

(2) upon completion of the final round of the current two-year Sub-Auction until completion of the final round of the current one-year Sub-Auction, the sum of the first year and second year amounts, which will be calculated as follows:

First Year:
the amount calculated in accordance with the one-year TCC formula set forth in Section 26.4.2.4.1.5 below
where:

Pijt = market clearing price of a one-year TCC in the final round of the one-year Sub-Auction in the prior Capability Period Centralized TCC Auction with the same POI and POW combination as the two-year TCC

Second Year:

$$+1.909 \sqrt{e^{10.9729 + .6514 \left(\ln\left(\left|P_{ijt}\right| + e\right)\right) + .6633 * Zone\ J}}$$

where:

Pijt = market clearing price of a two-year TCC in the final round of the current two-year Sub-Auction with the same POI and POW combination as the two-year TCC minus the market clearing price of a one-year TCC in the final round of the one-year Sub-Auction in the prior Capability Period Centralized TCC Auction with the same POI and POW combination as the two-year TCC

(3) upon completion of the final round of the current one-year Sub-Auction until the ISO receives payment for the second year of the two-year TCC, the sum of the first year and second year amounts, which will be calculated as follows:

First Year:

the amount calculated in accordance with the one-year TCC formula set forth in Section 26.4.2.4.1.5 below

where:

Pijt = market clearing price of a one-year TCC in the final round of the current one-year Sub-Auction with the same POI and POW combination as the two-year TCC

Second Year:

$$+1.909 \sqrt{e^{10.9729 + .6514 \left(\ln\left(\left|P_{ijt}\right| + e\right)\right) + .6633 * Zone\ J}}$$

where:

Pijt = market clearing price of a two-year TCC in the final round of the current two-year Sub-Auction with the same POI and POW combination as the two-year TCC minus the market clearing price of a one-year TCC in the final round of the current one-year Sub-Auction with the same POI and POW combination as the two-year TCC

(4) upon ISO receipt of payment for the second year of the two-year TCC until commencement of year two of the two-year TCC, the sum of the first year and second year amounts, which will be calculated as follows:

First Year:

the amount calculated in accordance with the one-year TCC formula set forth in Section 26.4.2.4.1.5 below

where:

Pijt = market clearing price of a one-year TCC in the final round of the one-year Sub-Auction in the prior equivalent Capability Period Centralized TCC Auction with the same POI and POW combination as the two-year TCC

Second Year:

the amount calculated in accordance with the one-year TCC formula set forth in Section 26.4.2.4.1.5 below

where:

Pijt = market clearing price of a one-year TCC in the final round of the one-year Sub-Auction in the prior equivalent Capability Period Centralized TCC Auction with the same POI and POW combination as the two-year TCC

(5) upon commencement of year two of a two-year TCC until commencement of the final six months of the two-year TCC:

the amount calculated in accordance with the one-year TCC formula set forth in Section 26.4.2.4.1.5 below

where:

Pijt = market clearing price of a one-year TCC in the final round of the most recently completed one-year Sub-Auction with the same POI and POW combination as the two-year TCC

(6) upon commencement of the final six months of a two-year TCC until commencement of the final month of the two-year TCC:

the amount calculated in accordance with the six-month TCC formula set forth in Section 26.4.2.4.1.5 below

where:

Pijt = market clearing price of a six-month TCC in the final round of the most recently completed six-month Sub-Auction with the same POI and POW combination as the two-year TCC

(7) upon commencement of the final month of a two-year TCC:

the amount calculated in accordance with the one-month TCC formula set forth in Section 26.4.2.4.1.5 below

where:

Pijt = market clearing price of a one-month TCC in the most recently completed monthly reconfiguration auction with the same POI and POW combination as the two-year TCC

26.4.2.4.1.2 One-Year TCCs:

(1) upon initial award of a one-year TCC until completion of the final round of the current one-year Sub-Auction:

the amount calculated in accordance with the one-year TCC formula set forth in Section 26.4.2.4.1.5 below

(2) upon completion of the final round of the current one-year Sub-Auction until commencement of the final six months of the one-year TCC:

the amount calculated in accordance with the one-year TCC formula set forth in Section 26.4.2.4.1.5 below

where:

Pijt = market clearing price of a one-year TCC in the final round of the current one-year Sub-Auction with the same POI and POW combination as the one-year TCC

(3) upon commencement of the final six months of a one-year TCC until commencement of the final month of the one-year TCC:

the amount calculated in accordance with the six-month TCC formula set forth in Section 26.4.2.4.1.5 below

where:

Pijt = market clearing price of a six-month TCC in the final round of the most recently completed six-month Sub-Auction with the same POI and POW combination as the one-year TCC

(4) upon commencement of the final month of a one-year TCC:

the amount calculated in accordance with the one-month TCC formula set forth in Section 26.4.2.4.1.5 below

where:

Pijt = market clearing price of a one-month TCC in the most recently completed monthly reconfiguration auction with the same POI and POW combination as the one-year TCC

26.4.2.4.1.3 Six-Month TCCs:

(1) upon initial award of a six-month TCC until completion of the final round of the current six-month Sub-Auction:

the amount calculated in accordance with the six-month TCC formula set forth in Section 26.4.2.4.1.5 below

(2) upon completion of the final round of the current six-month Sub-Auction until commencement of the final month of a six-month TCC:

the amount calculated in accordance with the six-month TCC formula set forth in Section 26.4.2.4.1.5 below

where:

Pijt = market clearing price of a six-month TCC in the final round of the current six-month Sub-Auction with the same POI and POW combination as the one-year TCC

(3) upon commencement of the final month of a six-month TCC:

the amount calculated in accordance with the one-month TCC formula set forth in Section 26.4.2.4.1.5 below

where:

Pijt = market clearing price of a one-month TCC in the most recently completed monthly reconfiguration auction with the same POI and POW combination as the six-month TCC

26.4.2.4.1.4 One-Month TCCs:

upon initial award of a one-month TCC:

the amount calculated in accordance with the one-month TCC formula set forth in Section 26.4.2.4.1.5 below

26.4.2.4.1.5 TCC formulas:

for one-year TCCs, representing a 5% probability curve:

$$+1.909 \sqrt{e^{10.9729 + .6514\ (\ln\ (|P_{ijt}| + e)) + .6633\ * Zone\ J}} - 1\ P_{ijt}$$

for six-month TCCs, representing a 3% probability curve:

$$+2.565 \sqrt{e^{11.6866 + .4749\left(\ln\left(\left|p_{ijt}\right| + e\right)\right) + .4856 * Zone\ J - .0373\ Summer}} - 1\ P_{ijt}$$

for one-month TCCs, representing a 3% probability curve:

$$+2.221 \sqrt{e^{11.2682 + 0.3221(\ln(|p_{ijt}| + e)) + 1.3734 * ZoneJ + 2.001 * ZoneK + Month}} - 1\ P_{ijt}$$

where:

Pijt = market clearing price of i to j TCC in round t of the auction in which the TCC was purchased;

Zone J = 1 if TCC sources or sinks but not both in Zone J, zero otherwise;

Zone K = 1 if TCC sources or sinks but not both in Zone K and does not source or sink in Zone J, 0 otherwise;

Summer = 1 for six-month TCCs sold in the spring auction, 0 otherwise; and

Month = the following values:

January	=	0
February	=	-0.0201
March	=	0
April	=	0
May	=	0.8181
June	=	0.2835
July	=	0.5201
August	=	0.7221
September	=	0
October	=	0.32
November	=	-0.7681
December	=	0

Provided, however, for purposes of determining the credit holding requirement for a Fixed Price TCC, the market clearing price shall be replaced by the fixed price associated with that Fixed Price TCC, as determined in Section 19.2.1 or Section 19.2.2, of Attachment M as appropriate, of the OATT.

Further, when calculating "Pijt" in Section 26.4.2.4.1, in the event there is no market clearing price for a two-year, one-year, six-month, or one-month TCC in the appropriate prior Capability Period Centralized TCC Auction with the same POI and POW combination as the awarded two-year, one-year, six-month, or one-month TCC, as appropriate, then the market clearing price shall equal a proxy price, assigned by the ISO, for a TCC with like characteristics.

26.4.2.4.2 Mark-to-Market Calculation

The projected amount of the Primary Holder's payment obligation to the NYISO, if any, considering the net mark-to-market value of all TCCs in the Primary Holder's portfolio, as defined for these purposes, according to the formula below:

$$\left[\sum_{n \in N} \left\{ \frac{NAPn}{90} \times RDn \right\} \right] + \sum \mathrm{ACR}n$$

where:

NAP = the net amount of Congestion Rents between the POI and POW composing each TCC_n during the previous ninety days

RD = the remaining number of days in the life of TCC_n; *provided, however,* that in the case of Grandfathered TCCs, RD shall equal the remaining number of days in the life of the longest duration TCC sold in an ISO-administered auction then outstanding;

N = the set of TCCs held by the Primary Holder; and

ACR = the net amount owed to the ISO for Congestion Rents between the POI and POW composing each TCC_n.

26.4.2.5 WTSC Component

The WTSC Component shall be equal to the greater of either:

$$\frac{\text{Greatest Amount Owed for WTSC During Any Single Month in the Prior Equivalent Capability Period}}{\text{Days in Month}} \times 50$$

- or –

$$\frac{\text{Total Charges Incurred for WTSC Based Upon the Most Recent Monthly Data Provided by the Transmission Owner}}{\text{Days in Month}} \times 50$$

26.4.2.6 Virtual Transaction Component

The Virtual Transaction Component shall be equal to the sum of the Customer's (i) Virtual Supply credit requirement ("VSCR") for all outstanding Virtual Supply Bids, plus (ii) Virtual Load credit requirement ("VLCR") for all outstanding Virtual Load Bids, plus (iii) net amount owed to the ISO for settled Virtual Transactions.

Where:

$VSCR = \sum (VSG_{MWh} \times VSG_{CS})$

$VLCR = \sum (VLG_{MWh} \times VLG_{CS})$

Where:

VSG_{MWh} = the total quantity of MWhs of Virtual Supply that a Customer Bids for all Virtual Supply positions in the Virtual Supply group

VSG_{CS} = the amount of credit support required in $/MWh for the Virtual Supply group

VLG_{MWh} = the total quantity of MWhs of Virtual Load that a Customer Bids for all Virtual Load positions in the Virtual Load group

VLG_{CS} = the amount of credit support required in $/MWh for the Virtual Load group

The ISO will categorize each Virtual Supply Bid into one of the 72 Virtual Supply groups set forth in the Virtual Supply chart below, as appropriate, based upon the season, Load Zone, and time-of-day of the Virtual Supply Bid. The amount of credit support required in $/MWh for

a Virtual Transaction in a particular Virtual Supply group shall equal the price differential between the Energy price in the Day-Ahead Market and the Energy price in the Real-Time Market, at the 97th percentile, based upon all possible Virtual Supply positions in the Virtual Supply group for the period of time from April 1, 2005, through the end of the preceding calendar month.

The ISO will categorize each Virtual Load Bid into one of the 30 Virtual Load groups set forth in the Virtual Load chart below, as appropriate, based upon the season, Load Zone, and time-of-day of the Virtual Load Bid. The amount of credit support required in $/MWh for a Virtual Transaction in a particular Virtual Load group shall equal the price differential between the Energy price in the Day-Ahead Market and the Energy price in the Real-Time Market, at the 97th percentile, based upon all possible Virtual Load positions in the Virtual Load group for the period of time from April 1, 2005, through the end of the preceding calendar month.

If a Customer submits Bids for both Virtual Load and Virtual Supply for the same day, hour, and Load Zone, then for those Bids, until such time as those Bids have been evaluated by SCUC, only the greater of the Customer's (i) VLCR for the total MWhs Bid for Virtual Load, or (ii) VSCR for the total MWhs Bid for Virtual Supply will be included when calculating the Customer's Virtual Transaction Component. After evaluation of those Bids by SCUC, then only the credit requirement for the net position of the accepted Bids (in MWhs of Virtual Load or Virtual Supply) will be included when calculating the Customer's Virtual Transaction Component.

Virtual Supply Groups

Summer	Load Zones A–F	Load Zones G–I	Load Zone J	Load Zone K
HB07–10	VSG-1	VSG-7	VSG-13	VSG-19
HB11–14	VSG-2	VSG-8	VSG-14	VSG-20

HB15–18	VSG-3	VSG-9	VSG-15	VSG-21
HB19–22	VSG-4	VSG-10	VSG-16	VSG-22
Weekend/ Holiday (HB07–22)	VSG-5	VSG-11	VSG-17	VSG-23
Night (HB23–06)	VSG-6	VSG-12	VSG-18	VSG-24
Winter				
HB07–10	VSG-25	VSG-31	VSG-37	VSG-43
HB11–14	VSG-26	VSG-32	VSG-38	VSG-44
HB15–18	VSG-27	VSG-33	VSG-39	VSG-45
HB19–22	VSG-28	VSG-34	VSG-40	VSG-46
Weekend/ Holiday (HB07–22)	VSG-29	VSG-35	VSG-41	VSG-47
Night (HB23–06)	VSG-30	VSG-36	VSG-42	VSG-48
Rest-of-Year				
HB07–10	VSG-49	VSG-55	VSG-61	VSG-67
HB11–14	VSG-50	VSG-56	VSG-62	VSG-68
HB15–18	VSG-51	VSG-57	VSG-63	VSG-69
HB19–22	VSG-52	VSG-58	VSG-64	VSG-70
Weekend/ Holiday (HB07–22)	VSG-53	VSG-59	VSG-65	VSG-71
Night (HB23–06)	VSG-54	VSG-60	VSG-66	VSG-72

Where:

Summer	=	May, June, July, and August
Winter	=	December, January, and February
Rest-of-Year	=	March, April, September, October, and November
HB07–10	=	weekday hours beginning 07:00–10:00
HB11–14	=	weekday hours beginning 11:00–14:00
HB15–18	=	weekday hours beginning 15:00–18:00
HB19–22	=	weekday hours beginning 19:00– 22:00
Weekend/Holiday	=	weekend and holiday hours beginning 07:00–22:00
Night	=	all hours beginning 23:00– 06:00

Virtual Load Groups

Summer	Load Zones A–F	Load Zones G–I	Load Zone J	Load Zone K
HB07–10	VLG-1	VLG-4	VLG-8	VLG-12
HB11–14	VLG-2	VLG-5	VLG-9	VLG-13
HB15–18	VLG-2	VLG-6	VLG-10	VLG-14

HB19–22	VLG-1	VLG-4	VLG-8	VLG-15
Weekend/ Holiday (HB07–22)	VLG-3	VLG-4	VLG-8	VLG-16
Night (HB23–06)	VLG-1	VLG-7	VLG-11	VLG-12
Winter				
HB07–10	VLG-17	VLG-19	VLG-21	VLG-23
HB11–14	VLG-17	VLG-20	VLG-21	VLG-23
HB15–18	VLG-18	VLG-19	VLG-22	VLG-24
HB19–22	VLG-17	VLG-20	VLG-21	VLG-24
Weekend/ Holiday (HB07–22)	VLG-17	VLG-20	VLG-21	VLG-23
Night (HB23–06)	VLG-17	VLG-20	VLG-21	VLG-23
Rest-of-Year				
HB07–10	VLG-25	VLG-26	VLG-27	VLG-29
HB11–14	VLG-25	VLG-26	VLG-28	VLG-29
HB15–18	VLG-25	VLG-26	VLG-28	VLG-30
HB19–22	VLG-25	VLG-26	VLG-27	VLG-30
Weekend/ Holiday (HB07–22)	VLG-25	VLG-26	VLG-27	VLG-30
Night (HB23–06)	VLG-25	VLG-26	VLG-27	VLG-29

Where:

Summer	=	May, June, July, and August
Winter	=	December, January, and February
Rest-of-Year	=	March, April, September, October, and November
HB07–10	=	weekday hours beginning 07:00–10:00
HB11–14	=	weekday hours beginning 11:00–14:00
HB15–18	=	weekday hours beginning 15:00–18:00
HB19–22	=	weekday hours beginning 19:00– 22:00
Weekend/Holiday	=	weekend and holiday hours beginning 07:00–22:00
Night	=	all hours beginning 23:00– 06:00

26.4.2.7 DADRP Component

The DADRP Component shall be equal to the product of: (i) the Demand Reduction Provider's monthly average of MWh of accepted Demand Reduction Bids during the prior summer Capability Period or, where the Demand Reduction Provider does not have a history of accepted Demand Reduction bids, a projected monthly average of the Demand Reduction

Provider's accepted Demand Reduction bids; (ii) the average Day-Ahead LBMP at the NYISO Reference Bus during the prior summer Capability Period; (iii) twenty percent (20%); and (iv) a factor of four (4). The ISO shall adjust the amount of Unsecured Credit and/or collateral that a Demand Reduction Provider is required to provide whenever the DADRP Component increases or decreases by ten percent (10%) or more.

26.4.2.8 DSASP Component

The DSASP Component is calculated every two months based on the Demand Side Resource's Operating Capacity available for the scheduling of such services, the delta between the Day-Ahead and hourly market clearing prices for such products in the like two-month period of the previous year, and the location of the Demand Side Resource. Resources located East of Central-East shall pay the Eastern reserves credit support requirement and Resources located West of Central-East shall pay the Western reserves credit support requirement. The DSASP Component shall be equal to:

(a) For Demand Side Resources eligible to offer only Operating Reserves, the product of (i) the maximum hourly Operating Capacity (MW) for which the Demand Side Resource may be scheduled to provide Operating Reserves, (ii) the amount of Eastern or Western reserves credit support, as appropriate, in $/MW per day, and (iii) three (3) days.

Where:

The amount of Eastern reserves credit support ($/MW/day) for each two-month period	=	Eastern Price Differential for the same two-month period in the previous year * the higher of two (2) or the maximum number of daily Reserve Activations for the same two-month period in the previous year
The amount of Western reserves credit support ($/MW/day) for	=	Western Price Differential for the same two-month period in the previous year * the higher of two (2)

each two-month period		or the maximum number of daily Reserve Activations for the same two-month period in the previous year
Two-month periods:	=	January and February March and April May and June July and August September and October November and December
MCP_{SRh}	=	Hourly, time-weighted Market Clearing Price for Spinning Reserves
Eastern Price Differential	=	The hourly differential at the 97th percentile of all hourly differentials between the Day-Ahead and Real-Time MCPSRh for Eastern Spinning Reserves for hours in the two-month period of the previous year when the Real-Time MCPSRh for Eastern Spinning Reserves exceeded the Day-Ahead MCPSRh for Eastern Spinning Reserves
Western Price Differential	=	The hourly differential at the 97th percentile of all hourly differentials between the Day-Ahead and Real-Time MCPsSRh for Western Spinning Reserves for hours in the two-month period of the previous year when the Real-Time MCPSRh for Western Spinning Reserves exceeded the Day-Ahead MCPSRh for Western Spinning Reserves
Reserve Activations	=	The number of reserve activations at the 97th percentile of daily reserve activations for days in each two month period of the previous year that had reserve activations.

(b) For Demand Side Resources eligible to offer only Regulation Service, or Operating Reserves and Regulation Service, the product of (i) the maximum hourly Operating Capacity (MW) for which the Demand Side Resource may be scheduled to provide Regulation Service and Operating Reserves, (ii) the amount

of regulation credit support, as appropriate, in $/MW per day, and (iii) three (3) days.

Where:

The amount of regulation credit support ($/MW/day) for each two-month period	=	Price Differential for the same two-month period in the previous year * 24 hours
Two-month periods:	=	January and February March and April May and June July and August September and October November and December
MCP_{Regh}	=	Hourly, time-weighted Market Clearing Price for Regulation Services
Price Differential	=	The hourly differential at the 97th percentile of all hourly differentials between the Day-Ahead and Hour-Ahead MCPRegh for hours in the two-month period of the previous year when the Real-Time MCP exceeded the Day-Ahead MCP

26.4.3 Calculation of Bidding Requirement

The Bidding Requirement shall be an amount equal to the sum of:

(i) the amount of bidding or nominating authorization that the Customer has requested for use in or during, as appropriate, an upcoming ISO-administered TCC auction, which shall account for all positive bids or nominations to purchase TCCs and the absolute value of all negative offers to sell TCCs; *provided, however,* that the amount of credit required for each TCC that the Customer bids or nominates to purchase, whether positive, negative, or zero shall not be less than (a) (2 x $/MW for one-year TCCs) per MW for two-year TCCs, (b) $1,500 per

MW for one-year TCCs, (c) $2,000 per MW for six-month TCCs, and (d) $600 per MW for one-month TCCs;

(ii) the approximate amount that the Customer may owe following an upcoming TCC auction as a result of converting expired ETAs into Historic Fixed Price TCCs pursuant to Section 19.2.1 of Attachment M to the OATT, which shall be calculated in accordance with the provisions of Section 19.2.1 regarding the purchase of TCCs with a duration of ten years;

(iii) the amount of bidding authorization that the Customer has requested for use in an upcoming ISO-administered ICAP auction; and

(iv) five (5) days prior to any ICAP Spot Market Auction, the amount that the Customer may be required to pay for UCAP in the auction, calculated as follows:

$$\sum_{L \in S} \left[ICPM_L \times 1000 \times Deficiency_L + ICPM_L \times 1000 \times \frac{(ZCP_L - 1)}{2} \times RQT_L \right]$$

Where:

S equals a set containing the following locations: each Locality and Rest of State,

L equals a location in the set *S*,

$ICPM_L$ equals the lesser of $UBRP_L$ or LM_L,

$UBRP_L$ equals the UCAP based reference point (in $/kW-Month) for location *L*, as determined on the ICAP Demand Curve for that location (or for NYCA, if *L* is Rest of State) for the applicable Obligation Procurement Period,

LM_L equals (1) for any Locality *L* that is contained within another Locality *X*, the greater of CPM_L or CPM_X, or (2) for any other Locality or Rest of State, CPM_L,

CPM_L equals for location L, $(1 + Margin_L)*MCP_L$,

CPM_X equals for location X, $(1 + Margin_X)*MCP_X$,

$Margin_L$ equals 25% if location L is New York City and 100% if location L is G-J Locality, Long Island or Rest of State,

MCP_L equals the Market-Clearing Price for location L in the most recent Monthly Auction that established such a price for the month covered by the ICAP Spot Market Auction, measured in dollars per kilowatt-month,

$Deficiency_L$ equals the number of megawatts of Unforced Capacity that are to be procured in location L on behalf of that Customer in the ICAP Spot Market Auction in order to cover any deficiency for that Customer that exists in that location after the certification deadline for that ICAP Spot Market Auction less any deficiency calculated for that Customer for any Localities contained within location L, such value not to be less than zero,

ZCP_L equals the percentage determined in accordance with Services Tariff Section 5.14.1.2 for the applicable ICAP Demand Curves as established at the $0.00 point for the appropriate Capability Year, and

RQT_L equals (1) if L is New York City or Long Island, that Customer's share of the Locational Minimum Unforced Capacity Requirement for location L or (2) if L is G-J Locality, that Customer's share of the Locational Minimum Unforced Capacity Requirement for the G-J Locality that remains after reducing this amount by its share of the Locational Minimum Unforced Capacity Requirements for New York City or, (3) if L is Rest of State, that Customer's share of the NYCA Minimum Unforced Capacity Requirement that remains after reducing this amount by (a) its share of the Locational Minimum Unforced Capacity Requirements for New York City and Long Island and (b) that Customer's share of the Locational Minimum Unforced Capacity Requirement for the G-J Locality remaining after accounting for New York City, as calculated in (2) above; such value not to be less than zero.

26.7 Additional Financial Assurance Policies for External Transactions

26.7.1 ISO Monitoring

The ISO shall monitor the External Transaction Bids submitted by a Customer. If the credit support required for any batch of External Transaction Bids submitted by a Customer exceeds the amount of the Customer's available credit support for External Transactions, then all of the Customer's External Transaction Bids in that batch of Bids shall be rejected by the ISO.

26.7.2 Suspension

If, at any time, the net amount owed to the ISO by a Customer as a result of External Transactions reaches fifty percent (50%) of the credit support provided by the Customer to support its External Transactions, then the ISO shall attempt to contact the Customer to request either payment or additional credit support in the amount then owed by the Customer as a result of its External Transactions.

If the day of the ISO's request stated above falls on a business day and the Customer fails to make payment or provide additional collateral as described above by 4:00 p.m. Eastern Time on the same day as the ISO's request, then the ISO may immediately suspend the Customer's authorization to engage in External Transactions until payment or provision of its required amount of credit support using Unsecured Credit and/or collateral.

If the day of the ISO's request stated above does not fall on a business day, then the ISO may issue a demand for credit support and immediately suspend the Customer's authorization to engage in External Transactions until the Customer makes payment or provides its required amount of credit support using Unsecured Credit and/or collateral.

If, at any time, the amount owed to the ISO by a Customer as a result of its External Transactions reaches one hundred percent (100%) of the credit support provided by the

Customer to support its External Transactions, then the ISO may cancel any pending Day-Ahead Bids before they are accepted and may immediately suspend the Customer's authorization to engage in External Transactions until the Customer makes payment or provides its required amount of credit support using Unsecured Credit and/or collateral.

26.8 Additional Financial Assurance Policies for TCCs

26.8.1 Suspension

If, at any time, the net amount owed by a Customer to the ISO for Congestion Rents reaches fifty percent (50%) of the collateral posted by the Customer to satisfy the TCC Component of its Operating Requirement then the ISO shall attempt to contact the Customer to request either payment or additional collateral in the net amount of the Congestion Rents then owed by the Customer.

If the Customer fails to make payment or provide additional collateral as described above by 4:00 p.m. Eastern Time on the same day as the ISO's request, then the ISO may cancel any pending Bids on TCCs and may immediately suspend the Customer's authorization to Bid on TCCs until the Customer makes payment or provides the required amount of collateral.

26.9 Additional Financial Assurance Policies for Virtual Transactions

26.9.1 ISO Monitoring

The ISO shall monitor the Virtual Transaction Bids submitted by a Customer. If the credit support required for any batch of Virtual Transaction Bids submitted by a Customer exceeds the amount of the Customer's available credit support for Virtual Transactions, then all of the Customer's Virtual Transaction Bids in that batch of Bids shall be rejected by the ISO.

26.9.2 Suspension

If, at any time, the net amount owed to the ISO by a Customer as a result of Virtual Transactions reaches fifty percent (50%) of the credit support provided by the Customer to support its Virtual Transactions, then the ISO shall attempt to contact the Customer to request either payment or additional credit support in the amount then owed by the Customer as a result of its Virtual Transactions.

If the day after the ISO's request stated above falls on a business day and the Customer fails to make payment or provide additional credit support as described above by 4:00 p.m. on that next business day, then the ISO may immediately suspend the Customer's authorization to engage in Virtual Transactions until payment or provision of its required amount of credit support using Unsecured Credit and/or collateral.

If the day after the ISO's request does not fall on a business day, then the ISO may issue a demand for credit support and immediately suspend the Customer's authorization to engage in Virtual Transactions until the Customer makes payment or provides its required amount of credit support using Unsecured Credit and/or collateral.

If, at any time, the amount owed to the ISO by a Customer as a result of its Virtual Transactions reaches one hundred percent (100%) of the credit support provided by the

Customer to support its Virtual Transactions, then the ISO may cancel any pending Day-Ahead Bids before they are accepted and may immediately suspend the Customer's authorization to engage in Virtual Transactions until the Customer makes payment or provides its required amount of credit support using Unsecured Credit and/or collateral.

26.10 Additional Financial Assurance Policies for Demand Side Resources Offering Ancillary Services

26.10.1 Suspension

(i) If, at any time, the amount owed to the ISO by a Demand Side Resource offering Ancillary Services as a result of its market activity reaches fifty percent (50%) of the credit support provided by the Demand Side Resource offering Ancillary Services to support its market transactions, the ISO shall attempt to contact the Demand Side Resource to request either payment or additional credit support in the amount then owed by the Demand Side Resource to support its market transactions.

(ii) If the day after the ISO's request described above falls on a business day and the Demand Side Resource fails to make payment or provide additional credit support as described above by 4:00 p.m. on the day after the ISO's request described above, the ISO may immediately suspend the Demand Side Resource's authorization to engage in market transactions until payment or provision of its required amount of credit support using Unsecured Credit and/or collateral.

(iii) If the day after the ISO's request does not fall on a business day, the ISO may issue a demand for credit support and immediately suspend the Demand Side Resource's authorization to engage in market transactions until the Demand Side Resource makes payment or provides its required amount of credit support using Unsecured Credit and/or collateral.

(iv) If, at any time, the amount owed to the ISO by a Demand Side Resource as a result of its market transactions reaches one hundred percent (100%) of the credit support provided by the Demand Side Resource to support its market transactions,

the ISO may cancel any pending Day-Ahead bids and may immediately suspend the Demand Side Resource's authorization to engage in market transactions until the Demand Side Resource makes payment or provides its required amount of credit support using Unsecured Credit and/or collateral.

26.11 Additional Financial Assurance Policies for Wholesale Transmission Service Charges

26.11.1 Application of Security

In the event a Transmission Owner declares a certain WTSC overdue and satisfies the requirements specified in Section 26.11.2 below, the NYISO will reimburse the Transmission Owner for part, or all, of the unpaid amount.

To the extent a Market Participant's Unsecured Credit does not satisfy the Market Participant's Operating Requirement, the NYISO will collect and hold collateral calculated pursuant to the WTSC Component of the Operating Requirement to secure payments owed by Customers to Transmission Owners. Any security held by the ISO for a Customer in excess of the amount collected pursuant to the WTSC Component of the Operating Requirement shall be available to secure WTSC only to the extent the ISO determines that such collateral will not be necessary to secure any payment obligations to the ISO, including true-up payments and other anticipated invoice adjustments. The ISO shall have access to any collateral collected pursuant to the WTSC Component of the Operating Requirement only to the extent that the ISO determines such collateral is not necessary to secure WTSC payment obligations to Transmission Owners.

26.11.2 Prerequisites to NYISO Action

The following conditions must be fully satisfied before the NYISO takes action to address a WTSC nonpayment:

26.11.2.1 The WTSC payment must be at least ten (10) days overdue, as measured from the due date on the invoice sent to the Customer by the Transmission Owner;

26.11.2.2 The Transmission Owner must have issued a late notice and demand letter to the Customer specifying both the amount and period by which the WTSC payment is overdue;

26.11.2.3 The Transmission Owner must have made an additional, informal attempt to collect the overdue WTSC payment from the Customer which may be, without limitation, a telephone call or meeting with appropriate personnel (the method of such additional informal attempt shall be at the Transmission Owner's discretion); and

26.11.2.4 The Transmission Owner must provide to the ISO, by certified mail or other verifiable delivery method, a copy of the initial invoice sent to the Customer, a copy of the late notice and demand letter with proof of receipt by the Customer, an indemnification of the ISO regarding the liabilities discussed in Section 26.11.3 below, a request that the NYISO draw upon available collateral to satisfy the default, and a sworn statement by an officer of the Transmission Owner stating: (a) that the WTSC payment is due and owing, (b) the period by which the WTSC payment is overdue, (c) a recitation of the Transmission Owner's collection efforts (including the additional, informal attempt to collect the debt).

26.11.3 NYISO Action

On the first business day after the ISO has received the notice that satisfies the requirements listed in Section 26.11.2.4 above, the ISO: (i) shall send a final demand for payment of the WTSC to the Customer within two (2) business days; (ii) shall initiate a draw upon available collateral for the benefit of the affected Transmission Owner if the WTSC due is

not paid within two (2) business days of the letter; and (iii) may begin termination proceedings in accordance with the NYISO tariffs.

26.11.4 Transmission Owner Indemnification to the NYISO

As a prerequisite for ISO action listed in Section 26.11.3 above, the Transmission Owner will indemnify and hold the ISO harmless against liability arising out of the use of security to satisfy a WTSC nonpayment, any proceeding to terminate service, or termination of service to a customer except to the extent the dispute arises out of the ISO's reporting to the Transmission Owner of whether the underlying wheel through, internal wheel or export transaction(s) actually occurred and the details of the transaction.

26.12 Request for Additional Credit Support

If, at any time, the ISO requests additional credit support from a Customer to meet a shortfall, the Customer shall, within two (2) business days from the date of the request, or any shorter time period specified by the ISO or otherwise required by the ISO Tariffs, allocate Unsecured Credit and/or post collateral in an amount sufficient to cover the shortfall.

26.13 Retention of a Withdrawing Customer's Collateral

To the extent that a Customer's credit requirements are met with a cash deposit or a letter of credit, the ISO shall retain a portion of that collateral upon the Customer's withdrawal from the ISO-Administered Markets to secure any remaining financial obligations, including true-up payments or other invoice adjustments. The amount retained by the ISO shall be determined according to the following formula:

RCC = (AFA x F) + (ASA x S)

where:

RCC	=	Retained Customer Collateral. The amount of a Customer's cash deposit or letter of credit to be retained following the Customer's withdrawal from the ISO-Administered Markets.
AFA	=	Average adjustment to the Customer's initial invoices in its four-month true-ups calculated over the prior six months.
F	=	Number of four-month true-ups remaining until all of the Customer's monthly invoices are finalized by the ISO.
ASA	=	Average adjustment to the Customer's initial invoices in its six-month true-ups calculated over the prior six months.
S	=	Number of six-month true-ups remaining until all of the Customer's monthly invoices are finalized by the ISO.

26.14 Material Adverse Change

The amount of Unsecured Credit granted to a Customer, if any, and the amount of the Customer's Operating Requirement shall be subject to change, at the discretion of the ISO, in the event that there is a material adverse change affecting the risk of nonpayment by the Customer, which includes, but is not limited to: (a) a material change in financial status pursuant to Section 26.2.1.4 of this Attachment K, (b) a downgrade of an Equivalency Rating, (c) a significant change in the Customer's "Expected Default Frequency (EDF)" as determined by Moody's KMV CreditEdge, (d) a significant variation in the Customer's Credit Assessment, (e) a significant increase in a Customer's credit default swap (CDS) spreads, or (f) a significant decline in a Customer's market capitalization. In the event the ISO invokes its rights pursuant to this Section 26.14, the ISO will provide the affected Customer with a written explanation of the reasons the ISO declared a material adverse change.

Table K-1 Tangible Net Worth Credit Matrix

Customer Rating				**Starting Point for Determining Unsecured Credit**
Senior Long-term Unsecured Debt Rating		Issuer Rating or Equivalency Rating		(% of Tangible Net Worth)
S&P, Fitch, and Dominion	Moody's	S&P, Fitch, Dominion, and NYISO	Moody's	
A+ or higher	A1 or higher	AA- or higher	Aa3 or higher	7.5%
A	A2	A+	A1	6.5%
A-	A3	A	A2	5.0%
BBB+	Baa1	A-	A3	4.0%
BBB	Baa2	BBB+	Baa1	2.5%
BBB-	Baa3	BBB	Baa2	1.5%

BB+ or lower	Ba1 or lower	BBB- or lower	Baa3 or lower	0%