

35.6 Emergency Assistance

35.6.1 Emergency Assistance.

Both Parties shall exercise due diligence to avoid or mitigate an Emergency to the extent practical in accordance with applicable requirements imposed by the Standards Authority or contained in the PJM Tariff and NYISO Tariffs. In avoiding or mitigating an Emergency, both Parties shall strive to allow for commercial remedies, but if commercial remedies are not successful or practical, the Parties agree to be the suppliers of last resort to maintain reliability on the system. For each hour during which Emergency conditions exist in a Party's Balancing Authority Area, that Party (while still ensuring operations within applicable Reliability Standards) shall determine what commercial remedies are available and make use of those that are practical and needed to avoid or mitigate the Emergency before any Emergency Energy is scheduled in that hour.

35.6.2 Emergency Operating Guides.

The Parties agree to jointly develop, maintain, and share operating guides to address credible Emergency conditions.

35.6.3 Emergency Energy.

Each Party shall, to the maximum extent it deems consistent with the safe and proper operation of its respective Transmission System, provide Emergency Energy to the other Party in accordance with the provisions of the Inter Control Area Transactions Agreement.

35.6.4 Costs of Compliance.

Each Party shall bear its own costs of compliance with this Article except that the cost of Emergency Energy purchased by one Party at the request of the other Party shall be reimbursed in accordance with the Inter Control Area Transaction Agreement. Nothing in this Agreement shall require

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a Party to purchase Emergency Energy if the Party cannot recover the costs under an OATT or other agreement or lawful arrangement.