

FERC rendition of the electronically filed tariff records in Docket No.

Filing Data:

CID: C000038

Filing Title: 205: Reliability Coordination Agreement between NYISO and Alcoa

Company Filing Identifier: 1534

Type of Filing Code: 10

Associated Filing Identifier:

Tariff Title: NYISO Agreements

Tariff ID: 58

Payment Confirmation: N

Suspension Motion:

Tariff Record Data:

Record Content Description: Foundation Agreement

Tariff Record Title: NYISO-Alcoa Reliability Coordination Agreement

Record Version Number: 0.0.0

Option Code: A

Tariff Record ID: 256

Tariff Record Collation Value: 3000300

Tariff Record Parent Identifier: 58

Proposed Date: 2019-10-25

Priority Order: 500

Record Change Type: New

Record Content Type: 2

Associated Filing Identifier:

RELIABILITY COORDINATION AGREEMENT

THIS RELIABILITY COORDINATION AGREEMENT (“Agreement”) is made and entered into this 25th day of October 2019, by and between Alcoa Power Generating Inc., an entity organized and existing as a corporation under the laws of the State of Tennessee (“Reliability Coordination Customer”), and the New York Independent System Operator, Inc., a not-for-profit corporation organized and existing under the laws of the State of New York (“ISO”). The Reliability Coordination Customer and the ISO each may be referred to as a “Party” or collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, the ISO is an independent system operator that is registered with the North American Electric Reliability Corporation (“NERC”) and the Northeast Power Coordinating Council, Inc. (“NPCC”) as, among other things, a Planning Coordinator and Reliability Coordinator, and provides Reliability Coordination Service for NERC registered entities and associated Bulk Electric System facilities in New York State;

WHEREAS, the Reliability Coordination Customer owns and operates certain transmission facilities in New York State, as more fully described in Appendix A-2 to this Agreement (“RCC Transmission Facilities”);

WHEREAS, the ISO does not have operational control over the RCC Transmission Facilities, or provide open access transmission service over those facilities pursuant to the NYISO Open Access Transmission Tariff (“ISO OATT”) and Market Administration and

Control Area Services Tariff (“Services Tariff”) (collectively “ISO Tariffs”). The Reliability Coordination Customer retains operational control of the RCC Transmission Facilities, and

currently provides open access transmission service over those facilities pursuant to an Open Access Transmission Tariff accepted for filing by the Federal Energy Regulatory Commission (“FERC”) in Docket No. ER16-2222-000.

WHEREAS, the Reliability Coordination Customer is registered with NERC and NPCC as a Transmission Owner and a Transmission Operator, and is responsible, pursuant to an agreement with NERC and/or NPCC, for compliance with some, but not all, of the Reliability Standards that are applicable to Transmission Owners and Transmission Operators; and

WHEREAS, in its capacity as a Transmission Operator, the Reliability Coordination Customer seeks to take Reliability Coordination Service from the ISO.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the Parties do hereby agree with each other, for themselves and their successors and assigns, as follows:

ARTICLE 1.0: DEFINITIONS AND CONFLICTS

1.01 Capitalized Terms

Capitalized terms that are not otherwise defined herein shall have the meaning set forth in the definitions contained in Article 1 of the ISO Agreement, as it existed on the date this Agreement is signed by the Parties (“Article I”), and in the Glossary of Terms Used in NERC Reliability Standards dated July 3, 2018 (“Glossary”).

1.02 Conflicts

In the event of a conflict between a definition in Article I and a definition in the Glossary, the definition set forth in the Glossary will apply. In the event of a conflict between the provisions of this Agreement and the Reliability Standards or Reliability Rules, the relevant Reliability Standards and/or Reliability Rules will apply.

ARTICLE 2.0: RESPONSIBILITIES OF THE RELIABILITY COORDINATION CUSTOMER

2.01 General Obligations

The Reliability Coordination Customer will receive Reliability Coordination Service from the ISO. In consideration for the provision of Reliability Coordination Service, the Reliability Coordination Customer has the following obligations:

(A) Maintain its registration as a Transmission Owner and Transmission Operator with NERC and NPCC;

(B) Install, and ensure consistent and reliable operation of, any facilities and/or equipment identified by the ISO as required for the provision of Reliability Coordination Service, including but not limited to metering equipment and telemetry equipment;

(C) Comply with all ISO Procedures and ISO manuals, as may be identified or designated by the ISO as necessary for the provision of Reliability Coordination Service, and otherwise provide to or exchange with the ISO any data, operating plans, operating procedures, studies, reports, or other information as required by the ISO for the provision of Reliability Coordination Service;

(D) Follow all operating instructions issued by the ISO, in its capacity as a Reliability Coordinator and Balancing Authority;

(E) Perform all Reliability Coordination Customer's NERC Transmission Operator obligations as determined by NPCC to be applicable to the Reliability Coordination Customer, and otherwise comply with the applicable requirements, under the Reliability Standards, as those obligations and requirements may be modified by NERC and/or NPCC, and identify to the ISO any such modifications unique to the Reliability Coordination Customer;

(F) Comply with all Reliability Rules identified by the ISO as required for the provision of Reliability Coordination Service, including but not limited to all applicable

Reliability Rules set forth by NERC, NPCC, and New York State Reliability Council (“NYSRC”);

(G) Promptly conduct investigations of malfunctions, failures, and/or outages of equipment, facilities, or transmission related to the provision of Reliability Coordination Service, and provide the results of such investigations to the ISO; and

(H) Promptly provide any information that the ISO may request in connection with investigations or audits conducted by the ISO, or by FERC, NERC, NPCC, and/or NYSRC that relate to the ISO’s Reliability Coordination functions or the provision of Reliability Coordination Service.

2.02 Safe Operations

Notwithstanding any other provision of this Agreement, the Reliability Coordination Customer may take, or cause to be taken, such action with respect to the operation of its facilities as it deems necessary to maintain Safe Operations. To ensure Safe Operations, the local operating rules of the connected Transmission Owner(s) shall govern the connection and disconnection of generation with RCC Transmission Facilities. Safe Operations include the application and enforcement of rules, procedures and protocols that are intended to ensure the safety of personnel operating or performing work or tests on transmission facilities.

2.03 Performance of Obligations by Third Parties

The Reliability Coordination Customer may arrange for one or more third parties to perform its responsibilities under this Agreement; *provided, however*, that the Reliability Coordination Customer shall require each such third party to agree in writing to comply with all applicable terms and conditions of this Agreement; *provided, further*, that in all cases the Reliability Coordination Customer will be responsible for the acts and omissions of each such

third party to the same extent as if such acts and omissions were made by the Reliability

Coordination Customer or its employees, and such use of a third party shall not relieve the Reliability Coordination Customer of its responsibilities under this Agreement. Notwithstanding the foregoing, the Reliability Coordination Customer will have the right to assign this entire Agreement pursuant to the terms of Article 4.0 hereof.

ARTICLE 3.0: RESPONSIBILITIES OF THE ISO

3.01 Provision of Reliability Coordination Service

The ISO will maintain its registration with NERC and NPCC as a Reliability Coordinator, Balancing Authority and Planning Coordinator, and will provide Reliability Coordination Service to the Reliability Coordination Customer. Reliability Coordination Service means compliance with all Reliability Standards applicable to a Reliability Coordinator and Balancing Authority, and the performance of all tasks and functions otherwise applicable to a Reliability Coordinator and Balancing Authority under the Reliability Standards, as further defined by applicable ISO Procedures and ISO manuals. The provision of Reliability Coordination Service includes, but is not limited to, the following:

- (A) Providing outage coordination services;
- (B) Performing operations planning analysis;
- (C) Conducting real-time assessment, monitoring and wide area situational awareness;
- (D) Performing required Planning Coordinator tasks;
- (E) Performing required Balancing Authority tasks;
- (F) Administering a methodology for calculating system operating limits and interconnection reliability operating limits;

(G) Approving system restoration plans and facilitating system restoration drills; and

(H) Issuing operating instructions to the Reliability Coordination Customer with respect to monitored facilities.

ARTICLE 4.0: ASSIGNMENT

4.01 Assignments by the Reliability Coordination Customer or the ISO.

This Agreement may not be assigned by the ISO. This Agreement may be assigned by the Reliability Coordination Customer including, without limitation, to any entity(ies) in connection with a sale of all or substantially all of the RCC transmission facilities, merger, consolidation, reorganization or change in the organizational structure of the assigning Party, provided that the surviving entity(ies) agree, in writing, to be bound by the terms of this Agreement.

ARTICLE 5.0: LIMITATION OF LIABILITY AND INDEMNIFICATION

5.01 Limitations of Liability

The Reliability Coordination Customer shall not be liable (whether based on contract, indemnification, warranty, tort, strict liability or otherwise) to the ISO or any third party for any damages whatsoever, including without limitation, special, indirect, incidental, consequential, punitive, exemplary or direct damages resulting from any act or omission in any way associated with this Agreement, except to the extent the Reliability Coordination Customer is found liable for gross negligence or intentional misconduct, in which case the Reliability Coordination Customer will not be liable for any special, indirect, incidental, consequential, punitive or exemplary damages. Nothing in this Section will excuse a Reliability Coordination Customer

from an obligation to pay any deficiency payments, penalties, or sanctions imposed by the ISO under any other tariff or agreement, to the extent applicable. The ISO will not be liable to the

Reliability Coordination Customer or any other party for any damages resulting from any act or omission in any way associated with this Agreement, except to the extent the ISO is found liable for gross negligence or intentional misconduct, in which case the ISO will only be liable for direct damages.

5.02 Additional Limitations of Liability

The Reliability Coordination Customer will not be liable for any indirect, consequential, exemplary, special, incidental or punitive damages including, without limitation, lost revenues or profits, the cost of replacement power or the cost of capital, even if such damages are foreseeable or the damaged party has been advised of the possibility of such damages and regardless of whether any such damages are deemed to result from the failure or inadequacy of any exclusive or other remedy. The ISO will not be liable to the Reliability Coordination Customer or any other party for any damages resulting from any act or omission in any way associated with this Agreement, except to the extent the ISO is found liable for gross negligence or intentional misconduct, in which case the ISO will only be liable for direct damages.

5.03 Indemnification

Each Party shall at all times indemnify, save harmless and defend the other Party, including their directors, officers, employees, trustees, and agents, or each of them, from and against all claims, demands, losses, liabilities, judgments, damages (including, without limitation, any consequential, incidental, direct, special, indirect, exemplary or punitive damages and economic costs), and related costs and expenses (including, without limitation, reasonable attorney and expert fees, and disbursements incurred by the Party in any actions or proceedings between the Party and any third party arising out of or related to the ISO's or the Reliability Coordination Customer's acts or omissions related in any way to the performance of any

obligation under this Agreement as long as such acts or omissions are pursuant to or consistent

with ISO Procedures or ISO manuals, or ISO directives; *provided, however*, that the Reliability Coordination Customer will not have any indemnification obligation under this Section 5.03 with respect to any loss to the extent the loss results from the gross negligence or intentional misconduct of the ISO; *provided, further*, that the ISO shall not have any indemnification obligation under this Section 5.03 with respect to any loss except to the extent the loss results from the gross negligence or intentional misconduct of the ISO.

5.04 Force Majeure

Each Party shall not be considered to be in default or breach under this Agreement, and shall be excused from performance or liability for damages to any other party, if and to the extent it shall be delayed in or prevented from performing or carrying out any of the provisions of this Agreement, arising out of any act, omission, or circumstance occasioned by or in consequence of any act of God, labor disturbance, failure of contractors or suppliers of materials, act of the public enemy, war, invasion, insurrection, riot, fire, storm, flood, ice, explosion, breakage or accident to machinery or equipment or by any other cause or causes beyond such Party's reasonable control, including any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, or by the making of repairs necessitated by an emergency circumstance not limited to those listed above upon the property or equipment of the ISO or any party to the ISO Agreement. Nothing contained in this Article shall relieve any entity of the obligations to make payments when due hereunder or pursuant to a Service Agreement. Any Party claiming a force majeure event shall use reasonable diligence to remove the condition that prevents performance, except the settlement of any labor disturbance shall be in the sole judgment of the affected Party.

5.05 Claims by Employees and Insurance

Each Party shall be solely responsible for and shall bear all of the costs of claims by its own employees, contractors, or agents arising under and covered by, any workers' compensation law. Each Party shall furnish, at its sole expense, such insurance coverage and such evidence thereof, or evidence of self-insurance, as is reasonably necessary to meet its obligations under this Agreement.

5.06 Survival

The provisions of this Article, "Limitations of Liability and Indemnification" will survive the termination or expiration of this Agreement.

ARTICLE 6.0: OTHER PROVISIONS

6.01 Term and Termination for Cause

This Agreement shall become effective upon the following: (1) the execution of this Agreement by the Reliability Coordination Customer and the ISO; and (2) (a) the date FERC accepts or approves this Agreement without condition or material modification, or (b) such other effective date established by FERC. Without waiving or limiting any of its other rights under this Article, if the Reliability Coordination Customer determines that any of the conditions set forth in Article 3 hereof are not being met or cease to be in full force and effect, the Reliability Coordination Customer may terminate this Agreement on ninety (90) calendar days' prior written notice to the ISO and FERC. Such notice shall identify the condition or conditions set forth in Article 3 that have not been met or no longer are in full force and effect; provided, however, that prior to the filing of such notice, the ISO shall be advised of the specific condition or conditions that are no longer in full force and effect, and the ISO shall have the opportunity to

restore the effectiveness of the condition or conditions identified within a thirty (30) calendar day

period. If the effectiveness of the condition or conditions is not restored within thirty (30) calendar days, the Reliability Coordination Customer may file a notice of termination with the ISO and FERC; provided, however, that if the ISO demonstrates that it has made a good faith effort but has been unable to restore the effectiveness of the condition or conditions within the thirty (30) calendar day period, the ISO shall be provided an additional thirty (30) calendar day period to restore the effectiveness of the condition or conditions and the Reliability Coordination Customer may not file the notice of termination until the expiration of the second thirty (30) calendar day period. The Reliability Coordination Customer's termination of this Agreement under this Section shall be effective ninety (90) calendar days after the filing of the notice of termination unless FERC finds that such termination of the Reliability Coordination Customer is contrary to the public interest, as that standard has been judicially construed under the *MobileSierra* doctrine. However, the Reliability Coordination Customer may withdraw the notice or extend the termination date. Nothing in this section shall be construed as a voluntary undertaking by the Reliability Coordination Customer to remain a Party to this Agreement after the expiration of its notice of termination.

6.02 Termination by Election

The Reliability Coordination Customer may terminate this Agreement upon ninety (90) calendar days written notice to the ISO Board and FERC. Such termination and withdrawal shall be effective unless FERC finds that such termination and withdrawal is contrary to the public interest, as that standard has been judicially construed under the *Mobile-Sierra* doctrine. Any modification to this Article shall provide the Reliability Coordination Customer with the right to terminate this Agreement pursuant to the unmodified provisions of this Article, within ninety (90) calendar days of the effective date of such modification.

6.03 Obligations after Termination

Following termination of this Agreement, a Party shall remain liable for all obligations arising hereunder prior to the effective date of termination, including all obligations accrued prior to the effective date, imposed on the Party by this Agreement.

6.04 Winding Up

Any provision of this Agreement that expressly or by implication covers Reliability Coordination Customer or remains in force following the termination of this Agreement shall survive such termination. The surviving provisions shall include, but shall not be limited to: (i) those provisions necessary to permit the orderly conclusion of the provision of Reliability Coordination Service under this Agreement, and (ii) the indemnification and limitation of liability provisions as applicable to periods prior to such termination. The ISO and the terminating Reliability Coordination Customer will have an obligation to make a good faith effort to agree upon a mutually satisfactory termination plan. Such plan shall have among its objectives an orderly termination.

6.05 Confidentiality

A. Party Access. Each Party shall supply information to the other Party as required by this Agreement. Information shall be treated as Confidential Information under this Agreement if (i) it has been clearly marked or otherwise designated as “Confidential Information” by the Party supplying the information, or (ii) it is information designated as Confidential Information by applicable provisions of the ISO Tariffs; *provided, however*, Confidential Information does not include information: (i) in the public domain or that has been previously publicly disclosed without violation of this Agreement, (ii) required by law to be publicly submitted or disclosed

(with notice to the other Party), or (iii) necessary to be divulged in an action to enforce this Agreement.

Notwithstanding anything in this Section to the contrary, the Reliability Coordination Customer will not have a right hereunder to receive or review any documents, data or other information of any third party or the ISO, including documents, data or other information provided to the ISO, to the extent such documents, data or information have been designated as confidential pursuant to the procedures specified in the ISO Tariffs or to the extent that they have been designated as confidential by such other Market Participant; *provided, however*, that the Reliability Coordination Customer may receive and review any composite documents, data and other information that may be developed based on such confidential documents, data or information if the composite does not disclose any individual third party's confidential data or information.

B. Required Disclosure. The ISO shall treat any Confidential Information it receives from the Reliability Coordination Customer in accordance with applicable provisions of the ISO Tariffs. If the Reliability Coordination Customer receives Confidential Information from the ISO, it shall hold such information in confidence, employing at least the same standard of care to protect the Confidential Information obtained from the ISO as it employs to protect its own Confidential Information. Each Party shall not disclose the other Party's Confidential Information to any third party or to the public without prior written authorization of the Party providing the information, except as set forth in ISO procedures; *provided, however*, if the ISO is required by applicable law, or in the course of administrative or judicial proceedings, or subpoena, to disclose information that is otherwise required to be maintained in confidence pursuant to this Section, the ISO will do so in accordance with applicable provisions of the ISO

Tariffs. And if the Reliability Coordination Customer is required by applicable law, or in the course of administrative or judicial proceedings, or subpoena, to disclose information that is otherwise required to be maintained in confidence pursuant to this Section, the Reliability Coordination Customer may make disclosure of such information; *provided, however*, that as soon as the Reliability Coordination Customer learns of the disclosure requirement and prior to making such disclosure, the Reliability Coordination Customer shall notify the ISO of the requirement and the terms thereof and the ISO may, at its sole discretion and cost, assert any challenge to or defense against the disclosure requirement and the Reliability Coordination Customer will cooperate with the ISO to the maximum extent practicable to minimize the disclosure of the information consistent with applicable law. Each Party shall cooperate with the other Party to obtain proprietary or confidential treatment of such information by the person to whom such information is disclosed prior to any such disclosure.

6.06 Governing Law; Jurisdiction

The interpretation and performance of this Agreement shall be in accordance with and shall be controlled by the laws of the State of New York as though this Agreement is made and performed entirely in New York. With respect to any claim or controversy arising from this Agreement or performance hereunder within the subject matter jurisdiction of the Federal or State courts of the State of New York, the Parties consent to the exclusive jurisdiction and venue of said courts.

6.07 Headings

The section headings herein are for convenience and reference only and in no way define or limit the scope of this Agreement or in any way affect its provisions. Whenever the terms hereto, hereunder, herein or hereof are used in this Agreement, they shall be construed as

referring to this entire Agreement, rather than to any individual section, subsection or sentence.

6.08 Mutual Agreement

Nothing in this Agreement is intended to limit the Parties' ability to mutually agree upon taking a course of action different than that provided for herein; provided that doing so will not adversely affect any other Parties' rights under this Agreement.

6.09 ISO Tariffs and ISO Agreements

The Parties agree that the services rendered under this Agreement by the ISO shall be provided in a manner consistent with the terms and conditions of the ISO Tariffs and the ISO Agreement to the extent applicable to the subject matter and performance of the services pursuant to this Agreement.

6.10 Additional Remedies

The Parties agree that remedies at law will be inadequate to protect the interests of the Reliability Coordination Customer and that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed by the ISO in accordance with their specific terms or were otherwise breached. Accordingly, it is agreed that the Reliability Coordination Customer will be entitled to an injunction or injunctions to prevent breaches of this Agreement by the ISO, and specific performance to enforce specifically the terms and provisions thereof in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which the Reliability Coordination Customer is entitled at law or in equity.

6.11 No Third Party Rights

Nothing in this Agreement, express or implied, is intended to confer on any person, other than the Parties hereto, any rights or remedies under or by reason of this Agreement.

6.12 Not Partners

Nothing contained in this Agreement shall be construed to make the Parties partners or joint venturers or to render either Party liable for the debts or obligations of the other Party.

6.13 Waiver

Any waiver at any time of the rights of either Party as to any default or failure to require strict adherence to any of the terms herein, on the part of the other Party to this Agreement or as to any other matters arising hereunder shall not be deemed a waiver as to any default or other matter subsequently occurring.

6.14 Modification

This Agreement is subject to change under Section 205 of the Federal Power Act, as that section may be amended or superseded, upon the mutual written agreement of the Parties. Absent mutual agreement of the Parties, it is the intent of this Section 6.14 that, to the maximum extent permitted by law, the terms and conditions of this Agreement shall not be subject to change, regardless of whether such change is sought (a) by the Commission acting *sua sponte* on behalf of either Party or third party, (b) by a Party, (c) by a third party, or (d) in any other manner; subject only to an express finding by the Commission that such change is required under the public interest standard under the *Mobile-Sierra* doctrine.

6.15 Counterparts

This Agreement may be executed in counterparts, neither one of which needs to be executed by both Parties, and this Agreement shall be binding upon both Parties with the same force and effect as if both Parties had signed the same document, and each such signed counterpart shall constitute an original of this Agreement.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed in its corporate name by its proper officers as of the date first written above.

New York Independent System Operator, Inc.

By: Rick Brouder

Title: COO

Date: 10-25-2019

Alcoa Power Generating Inc.

By: Mitch Miller

Title: VP APGI Tapoco & Long Sault

Date: 10-18-19

APPENDIX A-1

**LISTING OF RCC TRANSMISSION FACILITIES
UNDER ISO OPERATIONAL CONTROL**

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APPENDIX A-2

LISTING OF RCC TRANSMISSION FACILITIES

REQUIRING ISO NOTIFICATION				
EQUIPMENT NAME	FROM BUS NAME	FROM BUS KV	TO BUS NAME	TO BUS KV
MAL4	Moses	115 kV	Alcoa	115 kV
MAL5	Moses	115 kV	Alcoa	115 kV
MAL6	Moses	115 kV	Alcoa	115 kV