

Attachment IV

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 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 Energy and Ancillary Services, 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 purchase or bid to sell Energy, Demand Reductions, Transmission Congestion Contracts and/or 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.

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 26.34.3 of Attachment K to this Services Tariff.

Bilateral Transaction: A Transaction between two or more parties for the purchase and/or sale of Capacity, Energy, and/or Ancillary Services other than those in the ISO Administered Markets. A request to schedule a Bilateral Transaction 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.

2.3 Definitions - C

Capability Period: Six-month periods which are established as follows: (i) from May 1 through October 31 of each year (“Summer Capability Period”); and (ii) from November 1 of each year through April 30 of the following year (“Winter Capability Period”).

Capability Period Auction: An auction conducted no later than thirty (30) days prior to the start of each Capability Period in which Unforced Capacity may be purchased and sold in a six-month strip.

Capability Year: A Summer Capability Period, followed by a Winter Capability Period (*i.e.*, May 1 through April 30).

Capacity: The capability to generate or transmit electrical power, or the ability to control demand at the direction of the ISO, measured in megawatts (“MW”).

Capacity Limited Resource: A Resource that is constrained in its ability to supply Energy above its Normal Upper Operating Limit by operational or plant configuration characteristics. Capacity Limited Resources must register their Capacity limiting characteristics with, and justify them to, the ISO consistent with ISO Procedures. Capacity Limited Resources may submit a schedule indicating that their Normal Upper Operating Limit is a function depending on one or more variables, such as temperature or pondage levels, in which case the Normal Upper Operating Limit applicable at any time shall be determined by reference to that schedule.

Capacity Reservation Cap: The maximum percentage of transmission Capacity from a Transmission Owner’s sets of ETCNL that may be converted into ETCNL TCCs or the maximum percentage of a Transmission Owner’s RCRRs that may be converted into RCRR TCCs, as the case may be, as established by the ISO pursuant to Section 19.4.3 of Attachment M of the OATT.

CARL Data: Control Area Resource and Load (“CARL”) data submitted by Control Area System Resources to the ISO.

Centralized Transmission Congestion Contracts (“TCC”) Auction (“Auction”): The process by which TCCs are released for sale for the Centralized TCC Auction period, through a bidding process administered by the ISO or an auctioneer.

Code of Conduct: The rules, procedures and restrictions concerning the conduct of the ISO directors and employees, contained in Attachment F to the ISO Open Access Transmission Tariff.

Commission (“FERC”): The Federal Energy Regulatory Commission, or any successor agency.

Compensable Overgeneration: A quantity of Energy injected over a given RTD interval in which a Supplier has offered Energy that exceeds the Real-Time Scheduled Energy Injection established by the ISO for that Supplier and for which the Supplier may be paid pursuant to this Section and ISO Procedures.

For Suppliers not covered by other provisions of this Section and Intermittent Power Resources depending on wind as their fuel for which the ISO has imposed a Wind Output Limit in the given RTD interval, Compensable Overgeneration shall initially equal three percent (3%) of the Supplier’s Normal Upper Operating Limit which may be modified by the ISO if necessary to maintain good Control Performance.

For a Generator which is operating in Start-Up or Shutdown Periods, or Testing Periods, or which is an Intermittent Power Resource that depends on solar energy or landfill gas for its fuel and which has offered its Energy to the ISO in a given interval not using the ISO-committed Flexible or Self-Committed Flexible bid mode, Compensable Overgeneration shall mean all Energy actually injected by the Generator that exceeds the Real-Time Scheduled Energy Injection established by the ISO for that Generator. For a Generator operating in intervals when it has been designated as operating Out of Merit at the request of a Transmission Owner or the ISO, Compensable Overgeneration shall mean all Energy actually injected by the Generator that exceeds the Real-Time Scheduled Energy Injection up to the Energy level directed by the Transmission Owner or the ISO.

For Intermittent Power Resources that depend on wind as their fuel and Limited Control Run of River Hydro Resources not using the ISO-Committed Flexible or Self-Committed Flexible bid mode, that were in operation on or before November 18, 1999 within the NYCA, plus an additional 3,300 MW of such Resources, Compensable Overgeneration shall mean that quantity of Energy injected by a Generator, over a given RTD interval that exceeds the Real-Time Scheduled Energy Injection established by the ISO for that Generator and for which the Generator may be paid pursuant to ISO Procedures; provided however, this definition of Compensable Overgeneration shall not apply to an Intermittent Power Resource depending on wind as its fuel for any interval for which the ISO has imposed a Wind Output Limit.

For a Generator comprised of a group of generating units at a single location, which grouped generating units are separately committed and dispatched by the ISO, and for which Energy injections are measured at a single location, Compensable Overgeneration shall mean that quantity of Energy injected by the Generator, during the period when one of its grouped generating units is operating in a Start-Up or Shutdown Period, that exceeds the Real-Time Scheduled Energy Injection established by the ISO for that period, for that Generator, and for which the Generator may be paid pursuant to ISO Procedures.

Completed Application: An Application that satisfies all of the information and other requirements for service under the ISO Services Tariff.

Confidential Information: Information and/or data that has been designated by a Customer to be proprietary and confidential, provided that such designation is consistent with the ISO Procedures, the ISO Services Tariff, and the ISO Code of Conduct.

Congestion: A characteristic of the transmission system produced by a constraint on the optimum economic operation of the power system, such that the marginal price of Energy to serve the next increment of Load, exclusive of losses, at different locations on the transmission system is unequal.

Congestion Component: The component of the LBMP measured at a location or the Transmission Usage Charge between two locations that is attributable to the cost of transmission Congestion.

Congestion Rent: The opportunity costs of transmission Constraints on the NYS Transmission System. Congestion Rents are collected by the ISO from Loads through its facilitation of LBMP Market Transactions and the collection of Transmission Usage Charges from Bilateral Transactions.

Congestion Rent Shortfall: A condition in which the Congestion Rent revenue collected by the ISO in the Day-Ahead Market for Energy is less than the amount of Congestion Rent revenue in the Day-Ahead Market for Energy that the ISO is obligated under the ISO OATT to pay out to the Primary Holders of TCCs.

Constraint: An upper or lower limit placed on a variable or set of variables that are used by the ISO in its SCUC, RTC, or RTD programs to control and/or facilitate the operation of the NYS Transmission System.

Contingency: An actual or potential unexpected failure or outage of a system component, such as a Generator, transmission line, circuit breaker, switch or other electrical element. A Contingency also may include multiple components, which are related by situations leading to simultaneous component outages.

Control Area: An electric system or combination of electric power systems to which a common Automatic Generation Control scheme is applied in order to: (1) match, at all times, the power output of the Generators within the electric power system(s) and Capacity and Energy purchased from entities outside the electric power system(s), with the Load within the electric power system(s); (2) maintain scheduled interchange with other Control Areas, within the limits of Good Utility Practice; (3) maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice; and (4) provide sufficient Capacity to maintain Operating Reserves in accordance with Good Utility Practice.

Control Area System Resource: A set of Resources owned or controlled by an entity within a Control Area that also is the operator of such Control Area. Entities supplying Unforced Capacity using Control Area System Resources will not designate particular Resources as the suppliers of Unforced Capacity.

Control Performance: A standard for measuring the degree to which a Control Area is providing Regulation Service in conformance with NERC requirements.

Controllable Transmission: Any Transmission facility over which power-flow can be directly controlled by power-flow control devices without having to re-dispatch generation.

Credit Assessment: An assessment of a Customer's creditworthiness, conducted by the ISO in accordance with Section 26.45.3 of Attachment K to this Services Tariff.

Cross-Sound Scheduled Line: A transmission facility that interconnects the NYCA to the New England Control Area at Shoreham, New York and terminates near New Haven, Connecticut.

Curtailment or Curtail: A reduction in Firm or Non-Firm Transmission Service in response to a transmission Capacity shortage as a result of system reliability conditions.

Curtailment Customer Aggregator: A Curtailment Services Provider that produces real-time verified reductions in NYCA load of at least 100 kW through contracts with retail end-users. The procedure for qualifying as a Curtailment Customer Aggregator is set forth in ISO procedures.

Curtailment Initiation Cost: The fixed payment, separate from a variable Demand Reduction Bid, required by a qualified Demand Reduction Provider in order to cover the cost of reducing demand.

Curtailment Services Provider: A qualified entity that can produce real-time, verified reductions in NYCA Load of at least 100 kW in a single Load Zone, pursuant to the Emergency Demand Response Program and related ISO procedures. The procedure for qualifying as a Curtailment Services Provider is set forth in Section 3 below and in ISO Procedures.

Curtailment Services Provider Capacity: Capacity from a Demand Side Resource nominated by a Curtailment Services Provider for participation in the Emergency Demand Response Program.

Customer: An entity which has complied with the requirements contained in the ISO Services Tariff, including having signed a Service Agreement, and is qualified to utilize the Market Services and the Control Area Services provided by the ISO under the ISO Services Tariff; provided, however, that a party taking services under the Tariff pursuant to an unsigned Service Agreement filed with the Commission by the ISO shall be deemed a Customer.

2.4 Definitions - D

DADRP Component: The credit requirement for a Demand Reduction Provider to bid into the Day-Ahead Market, and a component of the Operating Requirement, calculated in accordance with Section 26.34.2 of Attachment K to this Services Tariff.

Day-Ahead: Nominally, the twenty-four (24) hour period directly preceding the Dispatch Day, except when this period may be extended by the ISO to accommodate weekends and holidays.

Day-Ahead LBMP: The LBMPs calculated based upon the ISO's Day-Ahead Security Constrained Unit Commitment process.

Day-Ahead Margin: That portion of Day-Ahead LBMP, Operating Reserves settlement or Regulation Service settlement for an hour that represents the difference between the Supplier's accepted Day-Ahead offer price and the Day-Ahead LBMP, Operating Reserves settlement or Regulation Service settlement for that hour.

Day-Ahead Margin Assurance Payment: A supplemental payment made to an eligible Supplier that buys out of a Day-Ahead Energy, Regulation Service, or Operating Reserves schedule such that an hourly balancing payment obligation offsets its Day-Ahead Margin. Rules for calculating these payments, and for determining Suppliers' eligibility to receive them, are set forth in Attachment J to this ISO Services Tariff.

Day-Ahead Market: The ISO Administered Market in which Capacity, Energy and/or Ancillary Services are scheduled and sold Day-Ahead consisting of the Day-Ahead scheduling process, price calculations and Settlements.

Day-Ahead Reliability Unit: A Day-Ahead committed Resource which would not have been committed but for a request by a Transmission Owner that the unit be committed in the Day-Ahead Market in order to meet the reliability needs of the Transmission Owner's local system or as the result of the ISO's analysis indicating the unit was needed in order to meet the reliability requirements of the NYCA.

Decremental Bid: A monotonically increasing Bid curve provided by an entity engaged in a Bilateral Import or Internal Transaction to indicate the LBMP below which that entity is willing to reduce its Generator's output, and purchase Energy in the LBMP Markets, or by an entity engaged in a Bilateral Wheel Through Transaction to indicate the Congestion Component cost below which that entity is willing to accept Transmission Service.

Demand Reduction: A quantity of reduced electricity demand from a Demand Side Resource that is bid, produced, purchased or sold over a period of time and measured or calculated in Megawatt hours. Demand Reductions offered by a Demand Side Resource as Energy in the LBMP Markets may only be offered in the Day-Ahead Market, and shall be offered only by a Demand Reduction Provider. The same Demand Reduction may not be offered by a Demand Reduction Provider and by a customer as Operating Reserves or Regulation Service.

Demand Reduction Aggregator: A Demand Reduction Provider, qualified pursuant to ISO Procedures, that bids Demand Side Resources of at least 1 MW through contracts with Demand Side Resources and is not a Load Serving Entity.

Demand Reduction Incentive Payment: A payment to Demand Reduction Providers that are scheduled to make Day-Ahead Demand Reductions that are not supplied by a Local Generator. The payment shall be equal to the product of: (a) the Day-Ahead hourly LBMP at the applicable Demand Reduction bus; and (b) the lesser of the actual hourly Demand Reduction or the Day-Ahead scheduled hourly Demand Reduction in MW.

Demand Reduction Provider: A Customer that is eligible, pursuant to the relevant ISO Procedures, to bid Demand Side Resources of at least 1 MW as Energy into the Day-Ahead Market. A Demand Reduction Provider can be (i) a Load Serving Entity or (ii) a Demand Reduction Aggregator.

Demand Side Resources: A Resource located in the NYCA that is capable of controlling demand in a responsive, measurable and verifiable manner within time limits, and that is qualified to participate in competitive Energy, Capacity, Operating Reserves or Regulation Service markets, or in the Emergency Demand Response Program pursuant to this ISO Services Tariff and the ISO Procedures.

Dennison Scheduled Line: A transmission facility that interconnects the NYCA to the Hydro Quebec Control Area at the Dennison substation, located near Massena, New York and extends through the province of Ontario, Canada (near the City of Cornwall) to the Cedars substation in Quebec, Canada.

Dependable Maximum Net Capability (“DMNC”): The sustained maximum net output of a Generator, as demonstrated by the performance of a test or through actual operation, averaged over a continuous time period as defined in the ISO Procedures.

Desired Net Interchange (“DNI”): A mechanism used to set and maintain the desired Energy interchange (or transfer) between two Control Areas; it is scheduled ahead of time and can be changed manually in real-time.

Direct Sale: The sale of TCCs directly to a buyer by the Primary Owner through a non-discriminatory auditable sale conducted on the ISO's OASIS, in compliance with the requirements and restrictions set forth in Commission Order Nos. 888 et seq. and 889 et seq.

Dispatchable: A bidding mode in which Generators or Demand Side Resources indicate that they are willing to respond to real-time control from the ISO. Dispatchable Generators may be either ISO-Committed Flexible or Self-Committed Flexible. Dispatchable Demand Side Resources must be ISO-Committed Flexible. Dispatchable Resources that are not providing Regulation Service will follow five-minute RTD Base Point Signals. Dispatchable Resources that are providing Regulation Service will follow six-second AGC Base Point Signals.

Dispatch Day: The twenty-four (24) hour (or, if appropriate, the twenty-three (23) or twenty-five (25) hour) period commencing at the beginning of each day (0000 hour).

Dispute Resolution Administrator ("DRA"): An individual hired by the ISO to administer the Dispute Resolution Process established in the ISO Tariffs and ISO Agreement.

Dispute Resolution Process ("DRP"): The procedures: (1) described in the ISO Tariffs and the ISO Agreement that are used to resolve disputes between Market Participants and the ISO involving services provided under the ISO Tariffs (excluding applications for rate changes or other changes to the ISO Tariffs or rules relating to such services); and (2) described in the ISO/NYSRC Agreement that are used to resolve disputes between the ISO and NYSRC involving the implementation and/or application of the Reliability Rules.

DMNC Test Period: The period within a Capability Period during which a Resource required to do so pursuant to ISO procedures shall conduct a DMNC test if that DMNC test is to be valid for purposes of determining the amount of Installed Capacity used to calculate the Unforced Capacity that this Resource is permitted to supply to the NYCA. Such periods will be established pursuant to the ISO Procedures.

DSASP Component: The credit requirement for a Demand Side Resource to offer Ancillary Services, and a component of the Operating Requirement, calculated in accordance with Section 26.~~34~~.2 of Attachment K to this Services Tariff.

Dynamically Scheduled Proxy Generator Bus: A Proxy Generator Bus for which the ISO may schedule Transactions at 5 minute intervals in real time. Dynamically Scheduled Proxy Generator Buses are identified in Section 4.4.4 of the Services Tariff.

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 26.34.2 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, as defined in the ISO Agreement and the ISO OATT.

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 5.16) and the Customer settlements provisions of this ISO Services Tariff (as set forth in Section 7.4.3).

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

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 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 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 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.

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 26.32 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.

2.14 Definitions - N

~~**Native Load Credit Requirement:** The amount of credit support required to purchase Energy, Ancillary Services, and Capacity to meet the reliable electric needs of Native Load Customers.~~

Native Load Customers: The wholesale and retail power customers of the Transmission Owners on whose behalf the Transmission Owners, by statute, franchise, regulatory requirement, or contract, have undertaken an obligation to construct and operate the Transmission Owners' systems to meet the reliable electric needs of such customers.

Neptune Scheduled Line: A transmission facility that interconnects the NYCA to the PJM Interconnection LLC Control Area at Levittown, Town of Hempstead, New York and terminates in Sayerville, New Jersey.

NERC: The North American Electric Reliability Council or, as applicable, the North American Electric Reliability Corporation.

Net Auction Revenue: The total amount, in dollars, as calculated pursuant to Section Part 17.5.3.1 of Attachment B, remaining after collection of all charges and allocation of all payments associated with a round of a Centralized TCC Auction or a Reconfiguration Auction. Net Auction Revenue takes into account: (i) revenues from and payments for the award of TCCs in a Centralized TCC Auction or Reconfiguration Auction, (ii) payments to Transmission Owners releasing ETCNL, (iii) payments or charges to Primary Holders selling TCCs, (iv) payments to Transmission Owners releasing Original Residual TCCs, (v) O/R-t-S Auction Revenue Surplus Payments and U/D Auction Revenue Surplus Payments, and (vi) O/R-t-S Auction Revenue Shortfall Charges and U/D Auction Revenue Shortfall Charges. Net Auction Revenue may be positive or negative.

Net Congestion Rent: The total amount, in dollars, as calculated pursuant to Section 17.5.2.1 of Attachment B, remaining after collection of all Congestion-related charges and allocation of all Congestion-related payments associated with the Day-Ahead Market. Net Congestion Rent takes into account: (i) charges and payments for Congestion Rents, (ii) settlements with TCC Primary Holders, (iii) O/R-t-S Congestion Rent Shortfall Charges and U/D Congestion Rent Shortfall Charges, and (iv) O/R-t-S Congestion Rent Surplus Payments and U/D Congestion Rent Surplus Payments. Net Congestion Rent may be positive or negative.

Network Integration Transmission Service: The Transmission Service provided under Part 4 of the ISO OATT.

New York City: The electrical area comprised of Load Zone J, as identified in the ISO Procedures.

New York Control Area (“NYCA”): The Control Area that is under the control of the ISO which includes transmission facilities listed in the ISO/TO Agreement Appendices A-1 and A-2, as amended from time-to-time, and generation located outside the NYS Power System that is subject to protocols (e.g., telemetry signal biasing) which allow the ISO and other Control Area operator(s) to treat some or all of that generation as though it were part of the NYS Power System.

New York Power Pool (“NYPP”): An organization established by agreement (the “New York Power Pool Agreement”) made as of July 21, 1966, and amended as of July 16, 1991, by and among Central Hudson Gas & Electric Corporation, Consolidated Edison Company of New York, Inc., Long Island Lighting Company, New York State Electric & Gas Corporation, Niagara Mohawk Power Corporation, Orange and Rockland Utilities, Inc., Rochester Gas and Electric Corporation, and the Power Authority of the State of New York. LIPA became a Member of the NYPP on May 28, 1998 as a result of the acquisition of the Long Island Lighting Company by the Long Island Power Authority.

New York State Power System (“NYS Power System”): All facilities of the NYS Transmission System, and all those Generators located within the NYCA or outside the NYCA, some of which may from time-to-time be subject to operational control by the ISO.

New York State Reliability Council (“NYSRC”): An organization established by agreement among the Member Systems to promote and maintain the reliability of the NYS Power System.

New York State Reliability Council Agreement (“NYSRC Agreement”): The agreement which established the NYSRC.

New York State Transmission System (“NYS Transmission System”): The entire New York State electric transmission system, which includes: (1) the Transmission Facilities Under ISO Operational Control; (2) the Transmission Facilities Requiring ISO Notification; and (3) all remaining transmission facilities within the NYCA.

Non-Competitive Proxy Generator Bus: A Proxy Generator Bus for an area outside of the New York Control Area that has been identified by the ISO as characterized by non-competitive Import or Export prices, and that has been approved by the Commission for designation as a Non-Competitive Proxy Generator Bus. Non-Competitive Proxy Generator Buses are identified in Section 4.4.4 of the Services Tariff., as set forth in Section 4.4.2.2 of the MST

Non-Firm-Point-To-Point Transmission Service: Point-To-Point Transmission Service under the Tariff for which a Customer is not willing to pay Congestion. Such service is available absent constraint under Part 3 of the ISO OATT. Non-Firm-Point-To-Point Transmission Service is available on a stand-alone basis for individual one-hour periods not to exceed twenty-four (24) consecutive hours.

Non-Investment Grade Customer: A Customer that does not meet the criteria necessary to be an Investment Grade Customer, as set forth in Section 26.~~32~~ of Attachment K to this Services Tariff.

Non-Utility Generator ("NUG," "Independent Power Producer" or "IPP"): Any entity that owns or operates an electric generating facility that is not included in an electric utility's rate base. This term includes, but is not limited to, cogenerators and small power producers and all other non-utility electricity producers, such as exempt wholesale Generators that sell electricity.

Normal State: The condition that the NYS Power System is in when the Transmission Facilities Under ISO Operational Control are operated within the parameters listed for Normal State in the Reliability Rules. These parameters include, but are not limited to, thermal, voltage, stability, frequency, operating reserve and Pool Control Error limitations.

Normal Upper Operating Limit (UOL_N): 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, during normal conditions. Each Resource will specify its UOL_N in its Bids which shall be reduced when the Resource requests that the ISO derate its Capacity or the ISO derates the Resource's Capacity. A Normal Upper Operating Limit may be submitted as a function depending on one or more variables, such as temperature or pondage levels, in which case the Normal Upper Operating Limit applicable at any time shall be determined by reference to that schedule.

Northport-Norwalk Scheduled Line: A transmission facility that originates at the Northport substation in New York and interconnects the NYCA to the ISO New England Control Area at the Norwalk Harbor substation in Connecticut.

NPCC: The Northeast Power Coordinating Council.

NRC: The Nuclear Regulatory Commission or any successor thereto.

NYCA Installed Reserve Margin: The ratio of the amount of additional Installed Capacity required by the NYSRC in order for the NYCA to meet NPCC reliability criteria to the forecasted NYCA upcoming Capability Year peak Load, expressed as a decimal.

NYCA Minimum Installed Capacity Requirement: The requirement established for each Capability Year by multiplying the NYCA peak Load forecasted by the ISO by the quantity one plus the NYCA Installed Reserve Margin.

NYCA Minimum Unforced Capacity Requirement: The Unforced Capacity equivalent of the NYCA Minimum Installed Capacity Requirement.

NYPA: The Power Authority of the State of New York.

NYPA Tax-Exempt Bonds: Obligations of the New York Power Authority, the interest on which is not included in gross income under the Internal Revenue Code.

2.15 Definitions - O

Obligation Procurement Period: The period of time for which LSEs shall be required to satisfy their Unforced Capacity requirements. Starting with the 2001-2002 Winter Capability Period, Obligation Procurement Periods shall be one calendar month in duration and shall begin on the first day of each calendar month.

Off-Peak: The hours between 11 p.m. and 7 a.m., prevailing Eastern Time, Monday through Friday, and all day Saturday and Sunday, and NERC-defined holidays, or as otherwise decided by the ISO.

Offeror: An entity that offers to sell Unforced Capacity in an auction.

On-Peak: The hours between 7 a.m. and 11 p.m. inclusive, prevailing Eastern Time, Monday through Friday, except for NERC-defined holidays, or as otherwise decided by the ISO.

Open Access Same-Time Information System ("OASIS"): The information system and standards of conduct contained in Part 37 of the Commission's regulations and all additional requirements implemented by subsequent Commission orders dealing with OASIS.

Operating Capacity: Capacity that is readily converted to Energy and is measured in MW.

Operating Committee: A standing committee of the ISO created pursuant to the ISO Agreement, which coordinates operations, develops procedures, evaluates proposed system expansions and acts as a liaison to the NYSRC.

Operating Data: Pursuant to Section 5.12.5 of this Tariff, Operating Data shall mean GADS Data, data equivalent to GADS Data, CARL Data, metered Load data, or actual system failure occurrences data, all as described in the ISO Procedures.

Operating Requirement: The amount calculated in accordance with Section 26.34.2 of Attachment K to this Services Tariff.

Operating Reserves : Capacity that is available to supply Energy or reduce demand and that meets the requirements of the ISO. The ISO will administer Operating Reserves markets, in the manner described in this Article 4 and Rate Schedule 4 of this ISO Services Tariff, to satisfy the various Operating Reserves requirements, including locational requirements, established by the

Reliability Rules and other applicable reliability standards. The basic Operating Reserves products that will be procured by the ISO on behalf of the market are classified as follows:

- (1) Spinning Reserve: Operating Reserves provided by Generators and Demand Side Resources that meet the eligibility criteria set forth in Rate Schedule 4 of this ISO Services Tariff that are already synchronized to the NYS Power System and can respond to instructions to change their output level, or reduce their Energy usage, within ten (10) minutes. Spinning Reserves may not be provided by Demand Side Resources that are Local Generators;
- (2) 10-Minute Non-Synchronized Reserve: Operating Reserves provided by Generators, or Demand Side Resources, including Demand Side Resources using Local Generators, that meet the eligibility criteria set forth in Rate Schedule 4 of this ISO Services Tariff and that can be started, synchronized and can change their output level within ten (10) minutes; and
- (3) 30-Minute Reserve: Synchronized Operating Reserves provided by Generators and Demand Side Resources that are not Local Generators; or non-synchronized Operating Reserves provided by Generators or Demand Side Resources that meet the eligibility criteria set forth in Rate Schedule 4 of this ISO Services Tariff and that can respond to instructions to change their output level within thirty (30) minutes, including starting and synchronizing to the NYS Power System.

Operating Reserve Demand Curve: A series of quantity/price points that defines the maximum Shadow Price for Operating Reserves meeting a particular Operating Reserve requirement corresponding to each possible quantity of Resources that the ISO's software may schedule to meet that requirement. A single Operating Reserve Demand Curve will apply to both the Day-Ahead Market and the Real-Time Market for each of the ISO's nine Operating Reserve requirements.

Operating Study Power Flow: A Power Flow analysis that is performed at least once before each Capability Period that is used to determine each Interface Transfer Capability for the Capability Period (See Attachment M to the ISO OATT).

Operational Control: Directing the operation of the Transmission Facilities Under ISO Operational Control to maintain these facilities in a reliable state, as defined by the Reliability Rules. The ISO shall approve operational decisions concerning these facilities, made by each Transmission Owner before the Transmission Owner implements those decisions. In accordance with ISO Procedures, the ISO shall direct each Transmission Owner to take certain actions to restore the system to the Normal State. Operational Control includes security monitoring, adjustment of generation and transmission resources, coordination and approval of changes in transmission status for maintenance, determination of changes in transmission status for reliability, coordination with other Control Areas, voltage reductions and Load Shedding, except that each Transmission Owner continues to physically operate and maintain its facilities.

Optimal Power Flow (“OPF”): The Power Flow analysis that is performed during the administration of the Centralized TCC Auction to determine the most efficient simultaneously feasible allocation of TCCs to Bidders (See Attachment M to the ISO OATT).

Order Nos. 888 et seq.: The Final Rule entitled Promoting Wholesale Competition Through Open Access Non-discriminatory Transmission Services by Public Utilities; Recovery of Stranded Costs by Public Utilities and Transmitting Utilities, issued by the Commission on April 24, 1996, in Docket Nos. RM95-8-000 and RM94-7-001, as modified on rehearing, or upon appeal. (See FERC Stats. & Regs. [Regs. Preambles January 1991 - June 1996] ¶ 31,036 (1996) (“Order No. 888”), on reh’g, III FERC Stats. & Regs. ¶ 31,048 (1997) (“Order No. 888-A”), on reh’g, 81 FERC ¶ 61,248 (1997) (“Order No. 888-B”), order on reh’g, 82 FERC ¶ 61,046 (1998) (“Order No. 888-C”)).

Order Nos. 889 et seq.: The Final Rule entitled Open Access Same-Time Information System (formerly Real- Time Information Networks) and Standards of Conduct, issued by the Commission on April 24, 1996, in Docket No. RM95-9-000, as modified on rehearing, or upon appeal. (See FERC Stats. & Regs. [Regs. Preambles 1991-1996] ¶ 31,035 (1996) (“Order No. 889”), on reh’g, III FERC Stats. & Regs. ¶ 31,049 (1997) (“Order No. 889-A”), on reh’g, 81 FERC ¶ 61,253 (1997) (“Order No. 889-B”)).

Original Residual TCC: A TCC converted from Residual Transmission Capacity estimated prior to the first Centralized TCC Auction and allocated among the Transmission Owners utilizing the Interface MW-Mile Methodology prior to the first Centralized TCC Auction.

Out-of-Merit: The designation of Resources committed and/or dispatched by the ISO at specified output limits for specified time periods to meet Load and/or reliability requirements that differ from or supplement the ISO’s security constrained economic commitment and/or dispatch.

2.20 Definitions - T

Tangible Net Worth: The value, determined by the ISO, of all of a Customer's assets less both: (i) the amount of the Customer's liabilities and (ii) all of the Customer's intangible assets, including, but not limited to, patents, trademarks, franchises, intellectual property, and goodwill.

Testing Period: An ISO approved period of time during which a Generator is testing equipment and during which unstable operation prevents the unit from accurately following its base points.

Third Party Transmission Wheeling Agreements ("Third Party TWAs"): A Transmission Wheeling Agreement, as amended, between Transmission Owner or between a Transmission Owner and an entity that is not a Transmission Owner associated with the purchase (or sale) of Energy, Capacity, and/or Ancillary Services for the benefit of an entity that is not a Transmission Owner. These agreements are listed in Table 1 of Attachment L to the ISO OATT.

Total Transfer Capability ("TTC"): The amount of electric power that can be transferred over the interconnected transmission network in a reliable manner.

Trading Hub: A virtual location in a given Load Zone, modeled as a Generator bus and/or Load bus, for scheduling Bilateral Transactions in which both the POI and POW are located within the NYCA.

Trading Hub Energy Owner: A Customer who buys energy in a Bilateral Transaction in which the POW is a Trading Hub, or who sells energy in a Bilateral Transaction in which the POI is a Trading Hub.

Transaction: The purchase and/or sale of Energy or Capacity, or the sale of Ancillary Services.

Transfer Capability: The measure of the ability of interconnected electrical systems to reliably move or transfer power from one area to another over all transmission facilities (or paths) between those areas under specified system conditions.

Transmission Congestion Contract Component ("TCC Component"): A component of the Operating Requirement, calculated in accordance with Section 26.34.2 of Attachment K to this Services Tariff.

Transmission Congestion Contracts ("TCCs"): The right to collect or obligation to pay Congestion Rents in the Day-Ahead Market for Energy associated with a single MW of

transmission between a specified POI and POW. TCCs are financial instruments that enable Energy buyers and sellers to hedge fluctuations in the price of transmission.

Transmission Customer: Any entity (or its designated agent) that requests or receives Transmission Service pursuant to a Service Agreement and the terms of the ISO OATT.

Transmission District: The geographic area served by the Investor-Owned Transmission Owners and LIPA, as well as the customers directly interconnected with the transmission facilities of the Power Authority of the State of New York.

Transmission Facilities Under ISO Operational Control: The transmission facilities of the Transmission Owners listed in Appendix A-1 of the ISO/TO Agreement, "Listing of Transmission Facilities Under ISO Operational Control," that are subject to the Operational Control of the ISO. This listing may be amended from time-to-time as specified in the ISO/TO Agreement.

Transmission Facilities Requiring ISO Notification: The transmission facilities of the Transmission Owners listed in Appendix A-2 of the ISO/TO Agreement, ("Listing of Transmission Facilities Requiring ISO Notification") whose status of operation must be provided to the ISO by the Transmission Owners (for the purposes stated in the ISO Tariffs and in accordance with the ISO Tariffs and ISO/TO Agreement) prior to the Transmission Owners making operational changes to the state of these facilities. This listing may be amended from time-to-time as specified in the ISO/TO Agreement.

Transmission Facility Agreement: The agreements listed in Attachment L, Table 2 of the ISO OATT governing the use of specific or designated transmission facilities charges all, or a portion, of the costs to install, own, operate, or maintain said transmission facilities, to the customer under the agreement. These agreements may or may not have provisions to provide Transmission Service utilizing said transmission facilities.

Transmission Fund ("T-Fund"): The mechanism used under the current NYPP Agreement to compensate the Member Systems for providing Transmission Service for economy Energy Transactions over their transmission systems. Each Member System is allocated a share of the economy Energy savings in dollars assigned to the fund that is based on the ratio of their investment in transmission facilities to the sum of investments in transmission and generation facilities.

Transmission Owner: The public utility or authority (or its designated agent) that owns facilities used for the transmission of Energy in interstate commerce and provides Transmission Service under the Tariff.

Transmission Owner's Monthly Transmission System Peak: The maximum hourly firm usage as measured in megawatts ("MW") of the Transmission Owner's transmission system in a calendar month.

Transmission Reliability Margin ("TRM"): The amount of TTC reserved by the ISO to ensure the interconnected transmission network is secure under a reasonable range of uncertainties in system conditions.

Transmission Service: Point-To-Point Network Integration or Retail Access Transmission Service provided under the ISO OATT.

Transmission Service Charge ("TSC"): A charge designed to ensure recovery of the embedded cost of a Transmission Owner's transmission system.

Transmission Shortage Cost: The maximum reduction in system costs resulting from an incremental relaxation of a particular Constraint that will be used in calculating LBMP. The Transmission Shortage Cost is set at \$4000/MWh.

Transmission System: The facilities operated by the ISO that are used to provide Transmission Services under the ISO OATT.

Transmission Usage Charge ("TUC"): Payments made by the Transmission Customer to cover the cost of Marginal Losses and, during periods of time when the transmission system is constrained, the marginal cost of Congestion. The TUC is equal to the product of: (1) the LBMP at the POW minus the LBMP at the POI (in \$/MWh); and (2) the scheduled or delivered Energy (in MWh).

Transmission Wheeling Agreement ("TWA"): The Agreements listed in Tables 1A and 1B of Attachment L to the ISO OATT governing the use of specific or designated transmission facilities that are owned, controlled or operated by an entity for the transmission of Energy in interstate commerce.

2.21 Definitions - U

Unforced Capacity: The measure by which Installed Capacity Suppliers will be rated, in accordance with formulae set forth in the ISO Procedures, to quantify the extent of their contribution to satisfy the NYCA Installed Capacity Requirement, and which will be used to measure the portion of that NYCA Installed Capacity Requirement for which each LSE is responsible.

Unforced Capacity Deliverability Rights: Unforced Capacity Deliverability Rights (“UDRs”) are rights, as measured in MWs, associated with new incremental controllable transmission projects that provide a transmission interface to a NYCA Locality (i.e., an area of the NYCA in which a minimum amount of Installed Capacity must be maintained). When combined with Unforced Capacity which is located in an External Control Area or non-constrained NYCA region either by contract or ownership, and which is deliverable to the NYCA interface with the UDR transmission facility, UDRs allow such Unforced Capacity to be treated as if it were located in the NYCA Locality, thereby contributing to an LSE’s Locational Installed Capacity Requirement. To the extent the NYCA interface is with an External Control Area the Unforced Capacity associated with UDRs must be deliverable to the Interconnection Point.

UCAP Component: A component of the Operating Requirement, calculated in accordance with Section 26.~~34~~.2 of Attachment K to this Services Tariff.

Unrated Customer: A Customer that does not currently have a senior long-term unsecured debt rating or issuer rating from Standard & Poor’s, Moody’s, Fitch, or Dominion, and that has not received an ISO Equivalency Rating.

Unsecured Credit: A basis for satisfying part of a Customer’s Operating Requirement on the basis of the Customer’s creditworthiness. The amount of a Customer’s Unsecured Credit shall be determined in accordance with Section 26.~~54~~ of Attachment K to this Services Tariff.

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.~~34~~.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.

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 26.34.2 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 26.3.2, of Attachment K to this Services Tariff.

4.1 Market Services - General Rules

4.1.1 Overview

Market Services include all services and functions performed by the ISO under this Tariff related to the sale and purchase of Energy, Capacity or Demand Reductions, and the payment to Suppliers who provide Ancillary Services in the ISO Administered Markets.

4.1.2 Independent System Operator Authority

The ISO shall provide all Market Services in accordance with the terms of the ISO Services Tariff and the ISO Related Agreements. The ISO shall be the sole point of Application for all Market Services provided in the NYCA. Each Market Participant that sells or purchases Energy, including Demand Side Resources, Special Case Resources and Emergency Demand Response Program participants, sells or purchases Capacity, or provides Ancillary Services in the ISO Administered Markets utilizes Market Services and must take service as a Customer under this Tariff and enter into a Service Agreement under the Tariff, as set forth in Attachment A; each entity that withdraws Energy to supply Load within the NYCA or provides Installed Capacity to an LSE serving Load within the NYCA utilizes the Control Area Services provided by the ISO and benefits from the reliability achieved as a result of ISO Control Area Services, must take service as a Customer under this Tariff and enter into a Service Agreement under this Tariff, as set forth in Attachment A; and each entity that has its virtual bids accepted and thereby engages in Virtual Transactions and each entity that purchases Transmission Congestion Contracts, excluding Transmission Congestion Contracts that are created prior to January 1, 2010, utilizes Market Services and must take service as a Customer under this Tariff and enter into a Services Agreement under this Tariff, as set forth in Attachment A. Each Customer that utilizes Market

Services also utilizes Transmission Service and shall obtain Transmission Service under the ISO OATT.

4.1.3 Informational and Reporting Requirements

The ISO shall operate and maintain an OASIS, including a Bid/Post System that will facilitate the posting of Bids to supply Energy, Ancillary Services and Demand Reductions by Suppliers for use by the ISO and the posting of Locational Based Marginal Prices (“LBMP”) and schedules for accepted Bids for Energy, Ancillary Services and Demand Reductions. The Bid/Post System will be used to post schedules for Bilateral Transactions. The Bid Post System also will provide historical data regarding Energy and Capacity market clearing prices in addition to Congestion Costs.

4.1.4 Scheduling Prerequisites

Pursuant to ISO Procedures, each Transaction offered in the Energy, Installed Capacity, Ancillary Services or Transmission Congestion Contract market shall be subject to a minimum size of one (1) megawatt (“MW”), provided however, Regulation Service may be offered in tenths of a MW and provided further, pursuant to ISO Procedures, Special Case Resources may offer a minimum of 100 kW of Unforced Capacity in the Installed Capacity Market. Each Transaction above one (1) megawatt may be scheduled in tenths of a megawatt provided, however, Bilateral Transactions and External Transactions in the LBMP Market must be bid and scheduled in increments of one (1) megawatt.

4.1.5 Communication Requirements for Market Services

Customers and Transmission Customers shall utilize Internet service providers to access the ISO’s OASIS and bid/post system. Customers shall arrange for and maintain all

communications facilities for the purpose of communication of commercial data to the ISO.

Each Customer shall be the customer of record for the telecommunications facilities and services its uses and shall assume all duties and responsibilities associated with the procurement, installation and maintenance of the subject equipment and software.

4.1.6 Customer Responsibilities

All purchasers in the Day-Ahead or Real-Time Markets who withdraw Energy within the NYCA or at an NYCA Interconnection with another Control Area must obtain Transmission Service under the ISO OATT. All Customers requesting service under the ISO Services Tariff to engage in Virtual Transactions must obtain Transmission Service under the ISO OATT.

All LSEs serving Load in the NYCA must comply with the Installed Capacity requirements set forth in Article 5 of this ISO Services Tariff.

All Customers taking service under the ISO Services Tariff must pay the Market Administration and Control Area Services Charge, as specified in Rate Schedule 1 of this ISO Services Tariff.

A Generator or Demand Side Resource with a real time physical operating problem that makes it impossible for it to operate in the bidding mode in which it was scheduled shall notify the NYISO.

4.1.7 Customer Compliance with Laws, Regulations and Orders

All Customers shall comply with all applicable federal, state and local laws, regulations and orders, including orders from the ISO.

4.1.7.1 Violations of FERC's orders, rules and regulations also violate this

Section 4.1.7 of the ISO Services Tariff. In particular, if FERC or a court of competent jurisdiction determines there has been a violation of FERC's

regulations related to electric energy market manipulation (*see* 18 C.F.R. Section 1c.2, or any successor provision thereto), such violation is also a violation of this ISO Services Tariff if such violation affects or is related to the ISO Administered Markets.

4.1.7.2 If the ISO becomes aware that a Customer may be engaging in, or might have engaged in, electric energy market manipulation, it shall promptly inform its Market Monitoring Unit.

4.1.7.3 This Section 4.1.7 of the ISO Services Tariff does not independently empower the ISO or its Market Monitoring Unit to impose penalties for, or to provide a remedy for, violations of FERC's prohibition against electric energy market manipulation, or for other violations of the ISO's Tariffs.

4.1.8 Commitment for Reliability

Suppliers with generating units committed by the ISO for service to ensure NYCA reliability or local system reliability will recover startup and minimum generation costs that were not bid, that were not known before the close of the Real-Time Scheduling Window, and that were not recovered in the Dispatch Day, provided however, eligibility to recover such additional costs shall not be available for megawatts scheduled Day-Ahead. Payment for such costs shall be determined, as if bid, pursuant to the provisions of Attachment C of this Tariff. Payments for securing NYCA reliability and local system reliability shall be recovered by the ISO in accordance with Rate Schedule 1 of the ISO OATT.

Re-dispatching costs incurred as a result of reductions in Transfer Capability caused by Storm Watch ("Storm Watch Costs") shall be aggregated and recovered ~~on a monthly basis~~each Billing Period by the ISO exclusively from Transmission Customers in Load Zone J. The ISO

shall calculate Storm Watch Costs by multiplying the real-time Shadow Price of any binding constraint associated with a Storm Watch, by the higher of (a) zero; or (b) the scheduled Day-Ahead flow across the constraint minus the actual real-time flow across the constraint.

4.1.9 Cost Recovery for Units Responding to Local Reliability Rule I-R3 or I-R5

4.1.9.1 Eligibility for Cost Recovery

Generating units designated pursuant to the New York State Reliability Council's Local Reliability Rule I-R3 -- Loss of Generator Gas Supply (New York City) or I-R5 -- Loss of Generator Gas Supply (Long Island), as being required to burn an alternate fuel at designated minimum levels based on forecast Load levels in Load Zones J and K (for purposes of this Section 4.1.9, "Eligible Units"), shall be eligible to recover costs associated with burning the required alternate fuel pursuant to the provisions of this Section 4.1.9. For purposes of this Section 4.1.9, the periods of time for which Local Reliability Rule I-R3 or I-R5 is invoked and in which the Eligible Unit burns its required alternate fuel, including that period of time required to move into and out of Rule I-R3 or I-R5 compliance, shall be referred to as the "Eligibility Period."

4.1.9.2 Variable Operating Cost Recovery

For Eligibility Periods, the Eligible Unit shall recover costs that vary with the amount of alternate fuel burned because Local Reliability Rule I-R3 or I-R5 was invoked ("variable operating costs") if: (i) such costs are not reflected in the reference level for that Eligible Unit for the hours included in the Eligibility Period, pursuant to ISO Procedures, and (ii) the hour is one for which the commodity cost of the alternate fuel including taxes and emission allowance costs is greater than the commodity cost for natural gas, including taxes and emission allowance costs,

as determined by the ISO. These relative commodity cost determinations shall use the same indices used by the ISO to establish daily Reference Levels. Variable operating costs shall include the commodity cost, associated taxes and emission allowance costs, of the required alternate fuel burned during an Eligibility Period pursuant to Rule I-R3 or I-R5.

4.1.9.3 Additional Cost Recovery

An eligible unit that seeks to recover costs incurred in connection with its compliance with Rule I-R3 or I-R5, in addition to the commodity cost, associated taxes and emission allowance cost recovery specified in Section 4.1.9.2, shall negotiate an Implementation Agreement with the ISO. The eligible unit and the ISO shall consult with and consider the input of the New York State Public Service Commission, and the Transmission Owner designated by Rule I-R3 or I-R5. Such Implementation Agreements shall specify, among other terms and conditions, the facilities (or portions of facilities) used to meet obligations under Rule I-R3 or I-R5. The Implementation Agreement shall indicate the rate to be charged during the period of the Implementation Agreement to recover such additional costs.

The Implementation Agreement may also include costs in addition to commodity cost, associated taxes and emission allowance costs of the alternate fuel incurred in connection with compliance with Rule I-R3 or I-R5 that vary with the amount of alternate fuel burned because I-R3 or I-R5 was invoked. These variable costs shall be paid pursuant to Section 4.1.9.2 as variable operating costs so as to not duplicate payments.

Each such Implementation Agreement shall have a duration of one or more Capability Periods and shall commence at the beginning of a Capability Period unless another date is approved by the Commission. If the Eligible Unit and the ISO reach agreement on the terms and

conditions of the Implementation Agreement, the ISO shall file it with the Commission for its review and acceptance.

In the event that the Eligible Unit and the ISO have not come to an agreement six months prior to the beginning of the Capability Period that the Implementation Agreement is intended to govern, then either one of them may request the assistance of the Commission's Dispute Resolution Service. If the Dispute Resolution Service agrees to provide its assistance the Eligible Unit and the ISO shall participate in whatever dispute resolution process the Dispute Resolution Service may recommend. The Commission's Dispute Resolution Service may include other stakeholders to the extent confidentiality protections are in place. If, however, there is no agreement four months prior to the beginning of the relevant Capability Period then the Eligible Unit and the ISO may each file an unexecuted Implementation Agreement for the Commission's review and acceptance.

In the event that any provisions of this Section 4.1.9 are modified prior to the termination date of any Commission-accepted Implementation Agreement, such Implementation Agreement will remain in full force and effect until it expires in accordance with its contractual terms and conditions.

Rules for establishing Eligibility Periods shall be specified in ISO Procedures.

4.1.9.4 Billing

Payments made by the ISO to the Eligible Unit to pay variable operating costs and to pay the rate established by the Implementation Agreement pursuant to this Section 4.1.9 shall be in addition to any LBMP, Ancillary Service or other revenues received as a result of the Eligible Unit's Day-Ahead or Real-Time dispatch for that day. Payment by the ISO of variable operating costs pursuant to Section 4.1.9.2 shall be based on the Eligibility Period, quantity of

alternate fuel burned, and relative costs of alternate fuel compared to natural gas. Payment by the ISO of the rate established in the Implementation Agreement for costs incurred other than variable operating costs shall be made as part of the ISO billing cycle regardless of whether an alternate fuel is burned pursuant to I-R3 or I-R5 and regardless of the relative cost of the alternate fuel compared to natural gas reflected in reference levels.

4.1.9.5 Other Provisions

The ISO shall make available for the Transmission Owner in whose subzone the Generator is located: (i) the identity of Generators determined by the ISO to be eligible to recover the costs associated with burning the required alternate fuel pursuant to the provisions of this Section 4.1.9; (ii) the start and stop hours for each claimed Eligibility Period and (iii) the amount of alternate fuel for which the Generator has sought to recover variable operating costs.

4.7 Procurement of Station Power

A Generator may self-supply Station Power in accordance with the following provisions.

4.7.1 A Generator may self supply Station Power during any calendar month when either:

4.7.1.1 Its net output for that month is positive; or

4.7.1.2 Its net output for that month is negative and the Generator, during the same month, has available at other Generators owned by the same entity that owns the Generator positive net output in an amount at least sufficient to offset fully such negative net output (hereinafter referred to as “remote self-supply of Station Power”). A Generator may not remotely self-supply Station Power from Generators that are owned by its owner’s corporate affiliates.

4.7.1.2.1 If an entity owns a portion of a jointly owned Generator it may remotely self-supply its other Generators up to the amount of its entitlement to Energy from the jointly-owned Generator provided that: (A) the entity has the right to call upon that Energy for its own use; and (B) the Energy entitlement is not characterized as a sale from the jointly owned Generator to any of its joint owners.

4.7.2 A Generator’s net output for the month may be positive because either:

4.7.2.1 The Generator is physically supplying Energy for its Station Power needs, using its own facilities, and without using facilities that are owned by any Transmission Owner; or

4.7.2.2 The Generator’s Station Power requirements for the month, including all Energy received for use as Station Power, regardless of its voltage or the metering point

of receipt, are less than the amount of Energy that the Generator injects into the New York State Power System for the month.

- 4.7.3 The determination of net output under this Section 4.7 shall apply only to determine whether the Generator self-supplied Station Power during the month and will not affect the price of Energy sold or consumed by the Generator at any bus during any hour during the month.
- 4.7.4 When a Generator has positive net output for an interval and is delivering Energy into the New York State Power System, it will be paid the Real-Time or Day-Ahead LBMP at its bus, as appropriate, for all of the Energy delivered pursuant to the ISO Services Tariff. Conversely, when a Generator has negative net output for an interval and is self-supplying Station Power from the New York State Power System under Section 4.7.1.1 or 4.7.1.2, it will pay the Real-Time or Day-Ahead LBMP, as appropriate, for all of the Energy consumed, pursuant to the ISO Services Tariff.
- 4.7.5 The ISO will determine the extent to which each affected generator self-supplied its Station Power requirements or obtained Station Power from third-party providers (including corporate affiliates) during the ~~month~~ Billing Period and will incorporate that determination in its accounting and billing. To the extent that Station Power deliveries from third parties, including corporate affiliates of a Generator's owner, involve an unbundled Transmission Service component, the Generator shall take Transmission Service under Part 5 of the ISO OATT unless the Generator has made other arrangements with the local Transmission Owner under the Transmission Owner's retail access tariff.

- 4.7.6 When a Generator self-supplies Station Power during any month according to Section 4.7.1.1, above, the Generator will not incur any charges for Transmission Service. When a Generator remotely self-supplies Station Power according to Section 4.7.1.2 above, the Generator shall, to the extent that Transmission Service is involved, pay for Transmission Service for the quantity of Energy that the Generator remotely self-supplies. Such Transmission Service shall be provided under Part 3 of the ISO OATT and shall be charged the hourly rate under Schedule 6.7 of the ISO OATT for Firm Point-to-Point Transmission Service, provided however, that the terms and charges under Schedules 6.1 through 6.3, 6.5, 6.6, 6.8 and 6.9 of the ISO OATT shall not apply to such service. The amount of Energy that a Generator transmits in conjunction with remote self-supply of Station Power will not be affected by any other sales, purchases, or transmission of Capacity or Energy by or for such Generator under any other provisions of the ISO OATT or ISO Services Tariff.
- 4.7.7 A Generator may remotely self-supply Station Power from an External Generator owned by the same entity that owns the Generator only if the External Generator has positive net output during the month and if the Generator has scheduled Imports into the NYCA from the External Generator during the month in an amount at least sufficient to offset fully its negative net output for the month.

7.1 ISO Clearing Account

The ISO will establish ~~an~~one or more accounts (the “ISO Clearing Account”), and Customers shall make payments into or receive payments from the ISO Clearing Account in accordance with their settlement information provided by the ISO as described in Section 7.2 of this ISO Services Tariff.

The ISO Clearing Account established herein shall be opened and operated by the ISO as trustee in trust for ISO creditors and ISO debtors in accordance with this ISO Services Tariff.

The account shall be maintained at a bank or other financial institution in New York State as a trust account. ~~Such~~The ISO Clearing account shall not be commingled with any other ISO accounts. The ISO will not take title to the funds held in the ISO Clearing Account. Nor will the ISO take title to any Energy, Capacity, Ancillary Services, or TCCs.

7.2 Billing ~~Procedures~~ and Payments Procedures

For purposes of this Section 7.2:

- (i) the term “Complete Week Settlement Period” shall mean the seven day period between Saturday and Friday for which all of the days are in the same month; and
- (ii) the term “Stub Week Settlement Period” shall mean the six or fewer day period between Saturday and Friday for which all of the days are in the same month.

7.2.1 Invoices and Settlement Information.

The ISO shall provide settlement and billing information to Customers. The ISO shall inform each Customer that provides or is provided services furnished under this ISO Services Tariff or the ISO OATT of the payments due for such service. For each service provided for under this ISO Services Tariff or the ISO OATT, the payments due to the ISO shall be netted against the corresponding amounts due to the Customer for providing service. Such information shall be made electronically ~~transmitted-available~~ to the Customer.

7.2.2 Billing and Payment Procedures for Services Furnished Before October 1, 2011

7.2.2.1 ISO Issuance of Monthly Invoice

Within five (5) business days after the first day of each month, the ISO shall submit an invoice to the Customer that indicates the net amount owed by or owed to the Customer for each of the services furnished under this ISO Services Tariff and the ISO OATT during the preceding month, except for those services described in Sections 7.2.6 and 7.2.8 of this ISO Services Tariff; ~~provided, however, that allocation of Centralized TCC Auction or Reconfiguration Auction revenues to Transmission Owners shall be provided in invoices in accordance with the timeline set forth in ISO Procedures.~~

7.2.2.2 Payment by the Customer

A Customer owing payments on net shall make those payments to the ISO Clearing Account by the first banking day common to all Customers after the 15th day of the month that the invoice is rendered by the ISO. The ISO may net any overpayment by the Customer for past estimated charges against current amounts due from the Customer or, if the Customer has no outstanding amounts due, the ISO may pay to the Customer an amount equal to the overpayment.

7.2.2.3 Payment by the ISO

The ISO shall pay all net monies owed to a Customer from the ISO Clearing Account by the first banking day common to all Customers after the 19th day of the month that the invoice is rendered by the ISO.

7.2.3 Billing and Payment Procedures for Services Furnished On or After October 1, 2011

7.2.3.1 Weekly Invoice

On or about each Wednesday, as set forth in ISO Procedures, the ISO shall submit an invoice to a Customer that indicates the net amount owed by or owed to the Customer for those services furnished under this ISO Services Tariff or the ISO OATT for the previous Complete Week Settlement Period or Stub Week Settlement Period that are designated as Weekly Invoice Components in ISO Procedures; *provided, however*, that the net amount owed by or owed to the Customer for those services furnished for a Stub Week Settlement Period that concludes a month shall be included in the next monthly invoice issued in accordance with Section 7.2.3.2 of this ISO Services Tariff.

7.2.3.2 Monthly Invoice

Within five (5) business days after the first day of each month, the ISO shall submit an invoice to a Customer that indicates the net amount owed by or owed to the Customer:

- (i) for those services furnished under this ISO Services Tariff or the ISO OATT for a Stub Week Settlement Period that concludes the previous month that are designated as Weekly Invoice Components in ISO Procedures;
- (ii) for any adjustments to amounts contained in the weekly invoices issued in the previous month pursuant to Section 7.2.3.1 of this ISO Services Tariff;
- (iii) for those services furnished under this ISO Services Tariff or the ISO OATT in the previous month that are designated as Monthly Invoice Components in ISO Procedures;
- (iv) for any adjustments to amounts contained in a previously issued monthly invoice that was issued on or about one hundred twenty (120) days prior to the issuance of this invoice; and
- (v) for any adjustments to amounts contained in a previously issued monthly invoice as part of the Close-Out Settlement of that monthly invoice pursuant to Section 7.4.1.2 of this ISO Services Tariff.

7.2.3.3 Payment by the Customer

A Customer owing payments on net in its weekly invoice or its monthly invoice shall make those payments to the ISO Clearing Account by the first banking day common to all Customers that falls on or after the second business day after the date on which the weekly invoice or monthly invoice is rendered by the ISO. The ISO may net any overpayment by the Customer for past estimated charges against current amounts due from the Customer or, if the

Customer has no outstanding amounts due, the ISO may pay to the Customer an amount equal to the overpayment.

7.2.3.4 Payment by the ISO

The ISO shall pay all net monies owed to a Customer in its weekly invoice or its monthly invoice from the ISO Clearing Account by the first banking day common to all Customers that falls on or after the second business day after the due date for Customer payments set forth in Section 7.2.3.3 of this ISO Services Tariff.

7.2.4 Use of Estimated Data and Meter Data

~~The ISO shall use meter data submitted to the ISO in accordance with Article 13 of the ISO Services Tariff; provided, however, that t~~The ISO may use estimates, including estimated meter data, in whole or in part, in accordance with ISO Procedures, to settle an weekly or monthly invoice in accordance with ISO Procedures. The ISO shall use meter data submitted to the ISO in accordance with Article 13 of this ISO Services Tariff. Any charges based on estimates shall be subject to true-up, including interest calculated from the first due date after the service was rendered in accordance with Section 7.3 of this ISO Services Tariff, in invoices
subsequently issued by the ISO after the ISO has obtained the requisite actual information, provided that the ISO shall only true-up charges based on meter data the actual information is supplied to the ISO prior to the deadline for finalizing meter data within the timeframes established in Section 7.4 of this ISO Services Tariff. A trued-up charge shall include interest amounts calculated at the rate set forth in Section 7.3 of this ISO Services Tariff from the weekly or monthly due date for the charge until the date of payment of the trued-up amount for that charge.

7.2.5 Method of Payment

All payments by the Customer shall be made by either (i) wire transfer in immediately available funds payable to the ISO as trustee of the ISO Clearing Account or (ii) any other method set forth in ISO Procedures. All payments by the ISO shall be made either (i) by wire transfer in immediately available funds payable to the Customer by the ISO as trustee of the ISO Clearing Account or (ii) any other method set forth in ISO Procedures. The ISO may net any overpayment, including interest calculated from the date the overpayment was made in accordance with Section 7.3 of this ISO Services Tariff, by the Customer for past estimated charges against current amounts due from the Customer or, if the Customer has no outstanding amounts due, the ISO may pay to the Customer an amount equal to the overpayment. The ISO's invoices to Customers will be submitted only by electronic means via the ISO's Bid/Post System.

7.2.2 Payment by the Customer

A Customer owing payments on net shall make those payments to the ISO Clearing Account by the first banking day common to all parties after the 15th day of the month that the invoice is rendered by the ISO. All payments shall be made by wire transfer in immediately available funds payable to the ISO as trustee of the ISO Clearing Account.

7.2.6 TCC Auction Settlements

Notwithstanding Sections 7.2.2.1, 7.2.3.1, and 7.2.3.2 of this ISO Services Tariff, the ISO shall make settlements related to the Centralized TCC Auction and the Reconfiguration Auction as set forth in this Section 7.2.6.

7.2.6.1 The ISO shall submit invoices to, and make settlements with, Transmission Owners in connection with the allocation of Net Auction Revenues in accordance with the timeline set forth in ISO Procedures.

7.2.6.2 Customers owing payments as a result of their activity in or related to a Centralized TCC Auction or Reconfiguration Auction, pursuant to an award notice or a comparable invoice rendered by the ISO, shall make those payments to the ISO Clearing Account in accordance with the timeline set forth in ISO Procedures. ~~All payments shall be made by wire transfer in immediately available funds payable to the ISO as trustee of the ISO Clearing Account.~~

~~7.2.3 — Payments by the ISO~~

~~The ISO shall pay all net monies owed to a Customer from the ISO Clearing Account by the first banking day common to all parties after the 19th day of the month that the invoice is rendered by the ISO; provided, however, payments in connection with the allocation of Centralized TCC Auction or Reconfiguration Auction revenues to Transmission Owners shall be paid in accordance with the timeline set forth in ISO Procedures. All payments shall be made by wire transfer in immediately available funds payable to the Customer by the ISO as trustee of the ISO Clearing Account unless other arrangements are made.~~

7.2.6.3 The ISO shall pay all net monies owed to Customers as a result of their activity in or related to a Centralized TCC Auction or a Reconfiguration Auction, pursuant to an award notice or a comparable invoice rendered by the ISO, from the ISO Clearing Account in accordance with ISO Procedures. ~~All payments shall be made by wire transfer in immediately available funds payable to the Customer by the ISO as trustee of the ISO Clearing Account unless other arrangements are made.~~

7.2.6.4 Sections 7.2.1, 7.2.4, 7.2.5, and 7.2.7 of this ISO Services Tariff and Section 19.9.6 of Attachment M of the ISO OATT shall apply to settlements calculated in accordance with this Section 7.2.6.

7.2.74 Verification of Payments

The ISO shall verify that all payments owed by Customers in accordance with this ISO Services Tariff and the ISO OATT to the ISO Clearing Account have been paid in a timely manner ~~in accordance with ISO Procedures~~. If a Customer fails to make a payment within the time period established in Sections 7.2.2.1, 7.2.3.1, 7.2.3.2, and 7.2.6 of this ISO Services Tariff or pays less than the amount due, the ISO shall take measures pursuant to Section 7.5 of this ISO Services Tariff. The ISO shall also ensure that monies owed to Customers in accordance with this ISO Services Tariff and the ISO OATT are paid through the ISO Clearing Account in a timely manner ~~in accordance with ISO Procedures~~.

7.2.85 Payments for TSCs

Bills and payments for TSCs shall be issued in accordance with the ISO OATT. Accordingly, this Section 7 shall not apply to TSCs.

7.3 Interest on Unpaid Balances

Interest on any unpaid amount whether owed to a Customer or to the ISO as trustee of the ISO Clearing Account (including amounts placed in escrow) shall be calculated in accordance with the methodology specified for interest on refunds in the Commission's regulations at 18 C.F.R. § 35.19a (a)(2)(iii). Interest on unpaid amounts shall be calculated from the due date of the bill to the date of payment. Invoices shall be considered as having been paid on the date of receipt by the ISO.

If the ISO is unable to provide settlement information on time due to the action or inaction of the Customer, in addition to any other remedies the ISO may have at law or in equity, the Customer shall pay interest on amounts due, as calculated above, from the first day of the Billing Period~~month~~ following the Billing Period~~month~~ in which charges are accrued to the time of payment of those charges.

7.4 Billing Disputes

This Section 7.4 establishes the process and timeframe for review, challenge, and correction of Customer invoices. For purposes of this Section 7.4, any deadline that falls on a Saturday, Sunday, or holiday for which the ISO is closed shall be observed on the ISO's next business day.

For purposes of this Section 7.4, "finalized" data and invoices shall not be subject to further correction, including by the ISO, except as ordered by the Commission or a court of competent jurisdiction; *provided, however*, that nothing herein shall be construed to restrict any stakeholder's right to seek redress from the Commission in accordance with the Federal Power Act.

Challenges to charges and payments in awards rendered by the ISO to Customers buying or selling TCCs in Centralized TCC Auctions and Reconfiguration Auctions shall be governed by Section 19.10 of Attachment M of the ISO OATT and ISO Procedures and shall not be governed by this Section 7.4.

~~**7.4.1 Settlement Cycle for Services Furnished Between January 1, 2007, and December 31, 2008**~~

~~**7.4.1.1 ISO Corrections or Adjustments and Customer Challenges to the Accuracy of Settlement Information**~~

~~Settlement information for services furnished between January 1, 2007, and December 31, 2008, shall be subject to review, comment, and challenge by a Customer and correction or adjustment by the ISO for errors at any time for up to seven (7) months from the date of the initial invoice for the month in which the service is rendered and as further provided in Section 7.4.1.2, subject to the following requirements and limitations:~~

~~7.4.1.1.1 — A Supplier or meter authority may review, comment on, and challenge Generator, tie-line, and sub-zone Load metering data for fifty-five (55) days from the date of the initial invoice for the month in which service is rendered. Following this review period, the ISO shall then have five (5) days to process and correct Generator, tie-line, and sub-zone Load metering data, after which time it shall be finalized.~~

~~7.4.1.1.2 — The meter authority shall provide to the ISO all LSE bus metering data then available within seventy (70) days from the date of the initial invoice and shall provide any necessary updates to the LSE bus metering data as soon as possible thereafter. The ISO shall post all available LSE bus metering data within approximately seventy-one (71) days from the date of the initial invoice and shall continue to post incoming LSE bus metering data as soon as practicable after it is received.~~

~~7.4.1.1.3 — The ISO shall post advisory settlement information, including available LSE bus metering data, within ninety (90) days from the date of the initial invoice. Customers may review, comment on, and challenge this settlement information, except for Generator, tie-line, and sub-zone Load metering data, after which the ISO shall process and correct the data and issue a corrected invoice with the regular monthly invoice issued on or about one hundred twenty (120) days from the date of the initial invoice.~~

~~7.4.1.1.4 — The meter authority shall provide to the ISO any final updates or corrections to LSE bus metering data within one hundred thirty (130) days from the date of the initial invoice. The ISO shall then post any updated and corrected~~

~~LSE bus metering data within one hundred thirty one (131) days from the date of the initial invoice. Customers may then review, comment on, and challenge the LSE bus metering data for an additional fourteen (14) days. Following this review period, the ISO shall have five (5) days to process and correct the LSE bus metering data, after which it shall be finalized.~~

~~7.4.1.1.5 — At one hundred fifty (150) days from the date of the initial invoice, the ISO shall post updated advisory settlement information. Customers may review, comment on, and challenge this settlement information, except for Generator, tie-line, sub-zone Load, and LSE bus metering data, after which the ISO shall process and correct the data and issue an updated corrected invoice with the regular monthly invoice issued on or about one hundred eighty (180) days from the date of the initial invoice.~~

~~7.4.1.1.6 — Following the ISO's issuance of an updated corrected invoice, Customers may continue to review, comment on, and challenge settlement information, excepting Generator, tie-line, sub-zone Load, and LSE bus metering data, until the end of the seven-month review period.~~

~~The ISO shall use reasonable means to post metering revisions for review by Customers and to notify Customers of the approaching expiration of review periods. To challenge settlement information contained in an invoice, a Customer shall first make payment in full, including any amounts in dispute. Customer challenges to settlement information shall: (i) be submitted to the ISO in writing, (ii) be clearly identified as a settlement challenge, (iii) state the basis for the Customer's challenge, and (iv) include supporting documentation, if applicable.~~

~~The ISO shall notify all Customers of errors identified and the details of corrections or adjustments made pursuant to this Section 7.4.1.1.~~

~~7.4.1.2 — Review and Correction of Challenged Invoices~~

~~The ISO shall evaluate a settlement challenge as soon as possible within two (2) months following the conclusion of the challenge period specified in Section 7.4.1.1; *provided, however,* the ISO may, upon notice to Customers within this time of extraordinary circumstances requiring a longer evaluation period, take up to six (6) months to evaluate a settlement challenge. The ISO shall not be limited to the scope of Customer challenges in its review of a challenged invoice and may, at its discretion, review and correct any other elements and intervals of a challenged invoice, except Load and meter data as specified in 7.4.1.1. Corrections to a challenged invoice shall be applied to all Customers that were or should have been affected by the original settlement and shall not be limited to the Customer challenging the invoice; *provided, however,* that the ISO may recover *de minimis* amounts or amounts that the ISO is unable to collect from individual Customers through Rate Schedule 1 of this ISO Services Tariff.~~

~~Upon completing its evaluation, the ISO shall provide written notice to the challenging Customer of the ISO's final determination regarding the Customer's settlement challenge. If the ISO determines that corrections or adjustments to a challenged invoice are necessary and can quantify them with reasonable certainty, the ISO shall provide all Customers with the details of the corrections or adjustments within the timeframe established in this Section 7.4.1.2. The ISO shall then provide a period of twenty-five (25) days for Customers to review the corrected settlement information and provide comments to the ISO regarding the implementation of those corrections or adjustments; *provided, however,* that in the event of a dispute resolution proceeding conducted in accordance with Section 7.4.3 of this ISO Services Tariff, this twenty-~~

~~five (25) day period shall not start or, if it has already started, shall be suspended until the conclusion of the dispute resolution proceeding. Following the conclusion of the dispute resolution proceeding, the ISO shall make any corrections to Customers' settlement invoices that it determines to be necessary and shall then start or re-start the twenty-five (25) day Customer comment period.~~

~~If no errors in the implementation of corrections or adjustments are identified during the twenty-five (25) day Customer comment period, the ISO shall issue a finalized close-out settlement ("Close-Out Settlement"), clearly identified as such, in the next regular monthly billing invoice. If an error in the implementation of a correction or adjustment is identified during the twenty-five (25) day Customer comment period, the ISO shall have one (1) month to make such further corrections as are necessary to address the error and provide Customers with one additional period of twenty-five (25) days to review and comment on the implementation of those further corrections. If an error in the implementation of those further corrections is identified, the ISO shall then have one (1) month to make any final corrections that are necessary and shall issue a finalized Close-Out Settlement in the next regular monthly billing invoice.~~

7.4.12 Settlement Cycle for Services Furnished On and After January 1, 2009

7.4.12.1 ISO Corrections or Adjustments and Customer Challenges to the Accuracy of Settlement Information

Settlement information for services furnished beginning January 1, 2009, and thereafter shall be subject to review, comment, and challenge by a Customer and correction or adjustment by the ISO for errors at any time for up to five (5) months from the date of the initial invoice for the month in which service is rendered as set forth in Section 7.2.2.1 or Section 7.2.3.2 of this

ISO Services Tariff, as applicable, and as further provided in Section 7.4.12.2, subject to the following requirements and limitations:

7.4.12.1.1 A Supplier or meter authority may review, comment on, and challenge Generator, tie-line, and sub-zone Load metering data for fifty-five (55) days from the date of the initial invoice for the month in which service is rendered. Following this review period, the ISO shall then have five (5) days to process and correct Generator, tie-line, and sub-zone Load metering data, after which time it shall be finalized.

7.4.12.1.2 The meter authority shall provide to the ISO all LSE bus metering data then available within seventy (70) days from the date of the initial invoice and shall provide any necessary updates to the LSE bus metering data as soon as possible thereafter. The ISO shall post all available LSE bus metering data within approximately seventy-five (75) days from the date of the initial invoice and shall continue to post incoming LSE bus metering data as soon as practicable after it is received.

7.4.12.1.3 The ISO shall post advisory settlement information, including available LSE bus metering data, within ninety (90) days from the date of the initial invoice. Customers may review, comment on, and challenge this settlement information, except for Generator, tie-line, and sub-zone Load metering data, after which the ISO shall process and correct the data and issue a corrected invoice with the regular monthly invoice issued on or about one hundred twenty (120) days from the date of the initial invoice. Following the ISO's issuance of a corrected invoice, Customers may continue to review, comment on, and challenge their settlement information,

excepting Generator, tie-line, and sub-zone Load metering data, until the end of the five-month review period.

7.4.12.1.4 The meter authority shall provide to the ISO any final updates or corrections to LSE bus metering data within one hundred thirty (130) days from the date of the initial invoice. The ISO shall then post any updated and corrected LSE bus metering data within one hundred thirty-five (135) days from the date of the initial invoice. Customers may then review, comment on, and challenge the LSE bus metering data for an additional ten (10) days. Following this review period, the ISO shall have five (5) days to process and correct the LSE bus metering data, after which it shall be finalized.

The ISO shall use reasonable means to post metering revisions for review by Customers and to notify Customers of the approaching expiration of review periods. To challenge settlement information contained in an invoice, a Customer shall first make payment in full, including any amounts in dispute. Customer challenges to settlement information shall: (i) be submitted to the ISO in writing, (ii) be clearly identified as a settlement challenge, (iii) state the basis for the Customer's challenge, and (iv) include supporting documentation, if applicable. The ISO shall notify all Customers of errors identified and the details of corrections or adjustments made pursuant to this Section 7.4.12.1.

7.4.12.2 Review and Correction of Challenged Invoices

The ISO shall evaluate a settlement challenge as soon as possible within two (2) months following the conclusion of the challenge period specified in Section 7.4.12.1; *provided, however*, the ISO may, upon notice to Customers within this time of extraordinary circumstances requiring a longer evaluation period, take up to six (6) months to evaluate a settlement challenge.

The ISO shall not be limited to the scope of Customer challenges in its review of a challenged invoice and may, at its discretion, review and correct any other elements and intervals of a challenged invoice, except Load and meter data as specified in Section 7.4.~~12~~.1. Corrections to a challenged invoice shall be applied to all Customers that were or should have been affected by the original settlement and shall not be limited to the Customer challenging the invoice; *provided, however*, that the ISO may recover *de minimis* amounts or amounts that the ISO is unable to collect from individual Customers through Rate Schedule 1 of this ISO Services Tariff.

Upon completing its evaluation, the ISO shall provide written notice to the challenging Customer of the ISO's final determination regarding the Customer's settlement challenge. If the ISO determines that corrections or adjustments to a challenged invoice are necessary and can quantify them with reasonable certainty, the ISO shall provide all Customers with the details of the corrections or adjustments within the timeframe established in this Section 7.4.~~12~~.2. The ISO shall then provide a period of twenty-five (25) days for Customers to review the corrected settlement information and provide comments to the ISO regarding the implementation of those corrections or adjustments; *provided, however*, that in the event of a dispute resolution proceeding conducted in accordance with Section 7.4.~~23~~ of this ISO Services Tariff, this twenty-five (25) day period shall not start or, if it has already started, shall be suspended until the conclusion of the dispute resolution proceeding. Following the conclusion of the dispute resolution proceeding, the ISO shall make any corrections to Customers' settlement invoices that it determines to be necessary and shall then start or re-start the twenty-five (25) day Customer comment period.

If no errors in the implementation of corrections or adjustments are identified during the twenty-five (25) day Customer comment period, the ISO shall issue a finalized close-out

settlement (“Close-Out Settlement”), clearly identified as such, in the next regular monthly billing invoice. If an error in the implementation of a correction or adjustment is identified during the twenty-five (25) day Customer comment period, the ISO shall have one (1) month to make such further corrections as are necessary to address the error and provide Customers with one additional period of twenty-five (25) days to review and comment on the implementation of those further corrections. If an error in the implementation of those further corrections is identified, the ISO shall then have one (1) month to make any final corrections that are necessary and shall issue a finalized Close-Out Settlement in the next regular monthly billing invoice.

7.4.23 Expedited Dispute Resolution Procedures for Unresolved Settlement Challenges

7.4.23.1 Applicability of Expedited Dispute Resolution Procedures

This Section 7.4.23 establishes expedited dispute resolution procedures applicable to address any dispute between a Customer and the ISO regarding a Customer settlement that was not resolved in the ordinary settlement review, challenge, and correction process; *provided*, *however*, that nothing herein shall restrict a Customer or the ISO from seeking redress from the Commission in accordance with the Federal Power Act.

A Customer may request expedited dispute resolution if it has previously presented a settlement challenge consistent with the requirements of ~~Section 7.4.1.1 or~~ Section 7.4.12.1 of this ISO Services Tariff and has received from the ISO a final, written determination regarding the settlement challenge pursuant to ~~Section 7.4.1.2 or~~ Section 7.4.12.2 of this ISO Services Tariff. The scope of an expedited dispute resolution proceeding shall be limited to the subject matter of the Customer’s prior settlement challenge. Customer challenges regarding Generator, tie-line, sub-zone Load, and LSE bus metering data shall not be eligible for formal dispute

resolution proceedings under this ISO Services Tariff. To ensure consistent treatment of disputes, separate requests for expedited dispute resolution regarding the same issue and the same service month or months may be resolved on a consolidated basis, consistent with applicable confidentiality requirements.

7.4.~~23~~.2 Initiation of Expedited Dispute Resolution Proceeding

To initiate an expedited dispute resolution proceeding, a Customer shall submit a written request to the ISO Chief Financial Officer within eleven (11) business days from the date that the ISO issues a final, written determination regarding a Customer settlement challenge pursuant to ~~Section 7.4.1.2 or~~ Section 7.4.12.2 of this ISO Services Tariff. A Customer's written request for expedited dispute resolution shall contain: (i) the name of the Customer making the request, (ii) an indication of other potentially affected parties, to the extent known, (iii) an estimate of the amount in controversy, (iv) a description of the Customer's claim with sufficient detail to enable the ISO to determine whether the claim is within the subject matter of a settlement challenge previously submitted by the Customer, (v) copies of the settlement challenge materials previously submitted by the Customer to the ISO, and (vi) citations to the ISO Tariffs and other relevant materials upon which the Customer's settlement challenge relies.

The ISO Chief Financial Officer shall acknowledge in writing receipt of the Customer's request to initiate an expedited dispute resolution proceeding. If the ISO determines that the proceeding would be likely to aid in the resolution of the dispute, the ISO shall accept the Customer's request and provide written notice of the proceeding to all Customers through the ordinary means of communication for settlement issues. The ISO shall provide written notice to the Customer in the event that the ISO declines its request for expedited dispute resolution.

7.4.~~23~~.3 Participation by Other Interested Customers

Any Customer with rights or interests that would be materially affected by the outcome of an expedited dispute resolution proceeding may participate; *provided, however*, that a Customer seeking or supporting a change to the NYISO's determination regarding a Customer settlement challenge must have previously raised the issue in a settlement challenge consistent with the requirements of ~~Section 7.4.1.1 or~~ Section 7.4.~~12~~.1 of this ISO Services Tariff. To participate, such Customer shall submit to the ISO Chief Financial Officer a written request to participate that meets the requirements for an initiating request for expedited dispute resolution within eleven (11) business days from the date that the ISO issues notice of the expedited dispute resolution proceeding. If the ISO determines that the Customer has met the requirements of this Section 7.4.~~23~~.3, the ISO will accept the Customer's request to participate in the dispute resolution proceeding.

7.4.~~23~~.4 Selection of a Neutral

As soon as reasonably possible following the ISO's acceptance of a Customer's request for expedited dispute resolution under Section 7.4.~~23~~.2, the ISO shall appoint a neutral to preside over the proceeding by randomly selecting from a list (i) provided to the ISO by the American Arbitration Association or (ii) developed by the ISO with input from the appropriate stakeholder committee, until an available neutral is found. To the extent possible, the neutral shall be knowledgeable in electric utility matters, including electric transmission and bulk power issues and the financial settlement of electric markets.

No person shall be eligible to act as a neutral who is a past or present officer, employee, or consultant to any of the disputing parties, or of an entity related to or affiliated with any of the disputing parties, or is otherwise interested in the matter in dispute except upon the express

written consent of the parties. Any individual appointed as a neutral shall make known to the disputing parties any such disqualifying relationship or interest and a new neutral shall be appointed, unless express written consent is provided by each party.

7.4.~~23~~.5 Conduct of the Expedited Dispute Resolution Proceeding

The neutral shall schedule the initial meeting of the disputing parties within five (5) business days of appointment. Except as otherwise provided in this Section 7.4.~~23~~, the neutral shall have discretion over the conduct of the dispute resolution process including, but not limited to: (i) requiring the disputing parties to meet for discussion, (ii) allowing or requiring written submissions, (iii) establishing guidelines for such written submissions, and (iv) allowing the participation of Customers that have requested an opportunity to be heard.

Within sixty (60) days of the appointment of the neutral, if the dispute has not been resolved, the neutral shall provide the disputing parties with a written, confidential, and non-binding recommendation for resolving the dispute. The disputing parties shall then meet in an attempt to resolve the dispute in light of the neutral's recommendation. If the disputing parties have not resolved the dispute within ten (10) days of receipt of the neutral's recommendation, the dispute resolution process will be concluded.

Neither the recommendation of the neutral, nor statements made by the neutral or any party, including the ISO, or their representatives, nor written submissions prepared for the dispute resolution process, shall be admissible for any purpose in any proceeding.

7.4.~~23~~.6 Allocation of Costs

Each party to a dispute resolution proceeding shall be responsible for its own costs incurred during the process and for a pro rata share of the costs of a neutral.

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 the Service Agreement between the ISO and the Defaulting Party immediately upon notice to the Commission.
- (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 Article 26.54 of Attachment K to the ISO Services Tariff, or (b) as a result of a material adverse change as determined in accordance with Article 26.120 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 ~~b~~Billing ~~p~~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 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 ISO Setoff Rights

The ISO shall have the right to apply any amounts owed a Customer pursuant to this Tariff against any amounts owed to the ISO by a Customer.

8 Eligibility For ISO Services

In order to participate in any ISO-Administered Market or to be a Primary Holder of a TCC, a Customer must satisfy the applicable requirements of this Article 8 and Attachment K to this Services Tariff, including the minimum participation criteria set forth in Section 26.1 of Attachment K.

8.1 Requirements Common to all Customers

8.1.1 Creditworthiness

All Customers and applicants seeking to become a Customer shall be subject to the creditworthiness requirements contained in Attachment K to this Services Tariff, including the minimum participation criteria set forth in Section 26.1 of Attachment K.

8.1.2 Completed Application and Minimum Technical Requirements

A Customer shall submit a Completed Application in accordance with Article 9 and shall receive ISO approval prior to obtaining any services under the ISO Services Tariff. A Customer also shall demonstrate to the ISO's reasonable satisfaction that it is capable of performing all functions required by the ISO Services Tariff including operational communications, financial and Settlement requirements.

8.2 Additional Requirements Applicable to Suppliers

In addition to the requirements set forth in Section 8.1 above, Suppliers shall satisfy the communication requirements of Article 4 and the metering requirements of Article 13 prior to entering into a Transaction with the ISO.

8.3 Additional Requirements Applicable to LSEs

In addition to the requirements set forth in Section 8.1 above, each LSE shall satisfy the following requirements prior to taking services under the Tariff:

- 8.3.1** All requirements and conditions contained within an approved retail access plan in the service territory of the Transmission Owner in which the LSE's Load is located, which retail access plan has been approved by the PSC or other appropriate authority or, in the case of the LIPA, has been approved by the Trustees of the Long Island Power Authority.
- 8.3.2** All New York State application and license requirements, and any other authorization required by New York State to serve retail Load; and
- 8.3.3** The LSE must be: (a) aggregating or serving Load that is of an amount greater than or equal to one (1) MW in each hour as measured between a single Point of Injection and a single Point of Withdrawal; or (b) making purchases from the ISO Administered Markets at a single bus of an amount greater than or equal to one (1) MW in each hour.

8.4 Eligibility to Obtain Services Under This Tariff In Response To Sales Tax Issues

8.4.1 In addition to any other requirements set forth in this Tariff, every Customer and every agent of a Customer (“Agent”) seeking to purchase any services under this Tariff shall supply to the ISO and have on file with the ISO at the time the Customer or Agent commences such purchases the following:

8.4.1.1 If the Customer is registered or required to be registered with the New York State Department of Taxation and Finance under Articles 28 and 29 of the New York State Tax Law, or, if the Customer is a non-New York State purchaser, a valid, properly completed New York State exemption document, for example, without limitation, a Resale Certificate, an exempt organization certificate, an exempt purchase certificate or a direct pay permit, issued in accordance with New York State Tax Law; or in the case of a Customer that is a non-New York State purchaser, a written statement of such Customer, sworn to or affirmed under penalties of perjury by the principal executive officer of such Customer, stating its name and address and certifying that the Customer is a non-New York State purchaser, that is not registered or required to be registered with the New York State Department of Taxation and Finance under Articles 28 and 29 of the New York State Tax Law and is not qualified for any New York State Exemption Document, that it makes no purchase of electricity or other tangible personal property or services in markets administered by the ISO for resale or for its own use in New York State and that it makes no retail sales of electricity or other tangible personal property or services in New York State; or

8.4.1.2 If the Customer is not required to register, and is not registered, for sales and compensating use tax purposes under Articles 28 and 29 of the New York State Tax Law, and is not a Customer described in paragraph (A)(3) of this Section 8.4, a valid, properly completed exempt organization certificate issued in accordance with New York State Tax Law; or

8.4.1.3 If the Customer is an entity described in paragraphs one, two or three of subdivision (a) of Section 1116 of the New York State Tax Law, evidence satisfactory under such law that it is such an entity and it is not subject to New York State and local sales and compensating use taxes on its purchases of services under this Tariff; or

8.4.1.4 If the person or entity seeking to make a purchase under this Tariff is an Agent, (a) the appropriate documents described above that its principal would be required to supply and have on file with the ISO if it were making the purchase directly and (b) evidence satisfactory under the New York State Tax Law to establish that person's or entity's status as Agent.

8.4.2 Customer's change in status.

8.4.2.1 If a Customer's certificate of authority issued under Articles 28 and 29 of the New York State Tax Law is revoked, suspended, cancelled, surrendered or otherwise terminated or expires or,

8.4.2.2 If a Customer's status as an exempt organization under New York State Tax Law is revoked, suspended, cancelled, surrendered or otherwise terminated or expires, or,

8.4.2.3 If a Customer is no longer eligible to rely on the exemption document, exempt organization certificate or other satisfactory evidence it furnished to the ISO, that Customer shall immediately notify the ISO of its change in status and shall furnish to the ISO all other information the ISO may require to enable it to comply with its obligations under this Tariff and New York State Tax Law.

8.4.3 Agent's change in status.

8.4.3.1 If an Agent's certificate of authority issued under Articles 28 and 29 of the New York State Tax Law is revoked, suspended, cancelled, surrendered or otherwise terminated or expires or,

8.4.3.2 If an Agent's relationship with a Customer is revoked, suspended, cancelled, surrendered or otherwise terminated or expires, that Agent or former Agent shall immediately notify the ISO of its change in status and shall furnish to the ISO all other information the ISO may require to enable that Agent to comply with its obligations under this Tariff and New York State Tax Law.

8.4.4 Regardless of whether a Customer or its Agent or former Agent notifies the ISO of any change in status, as described in Sections 8.4.2 and 8.4.3 of this Tariff, of either the Customer or of the Agent or former Agent, a change in status, as described in Sections 8.4.2 and 8.4.3 of this Tariff, shall, from the time of its occurrence, be a Default under Section 7.5 of this Tariff and the Customer or Agent, as the case may be, as a Defaulting Party, shall, from the time of that change in status, be required to pay any State and local sales taxes lawfully imposed on its purchases. A Defaulting Party shall have ten days from its change in status to cure the Default and to notify the ISO that it has so cured the Default.

Regardless of whether the ISO has notice of any change in status from the affected Customer, Agent or from a third party, such as the New York State Commissioner of Taxation and Finance, as of the date of Default, the Customer or its Agent on the Customer's behalf shall continue to be allowed to purchase services under this Tariff for ten days from the time that the ISO has actual notice of a change in status.

8.4.5 Immediately upon the ISO receiving notice from a Customer or its Agent described in Sections 8.4.2 and 8.4.3 of this Tariff, or immediately upon learning that a Customer's or its Agent's status has changed as described in Sections 8.4.2 and 8.4.3 of this Tariff, the ISO shall notify the New York State Commissioner of Taxation and Finance of the name, address and federal identifying number of the Customer, and of any Agent of such a Customer, and of the change of status; and the ISO shall keep records of the type, quantity, price, etc. of services any such Customer purchases, or has purchased on its behalf by any Agent, after a change in status; and the ISO shall furnish such information to the Commissioner of Taxation and Finance in such form as the Commissioner requests.

8.4.6 If a Defaulting Party has not cured its Default prior to the expiration of the ten day period described in Section 8.4.4 of this Tariff, in addition to any and all other remedies available under this Tariff or pursuant to law or in equity, the ISO shall have the right to suspend and/or terminate the Defaulting Party's Service Agreement immediately upon notice to the Commission.

15.2 Rate Schedule 2 - Payments for Supplying Voltage Support Service

This Rate Schedule applies to payments to Suppliers who provide Voltage Support Service to the ISO. Transmission Customers will purchase Voltage Support Service from the ISO under the ISO OATT.

The rate provided in this Rate Schedule shall be used to calculate payments to all eligible Suppliers providing Voltage Support Service as applied on a Resource-specific basis (or Qualified Non-Generator Voltage Support Resource-specific). The ISO shall calculate payments on an annual basis, and make payments ~~monthly~~ each Billing Period.

15.2.1 Responsibilities

The ISO shall coordinate the Voltage Support Service provided by Suppliers that qualify to provide such services as described in Section 15.2.1.1 of this Rate Schedule. The ISO shall also establish methods and procedures for Reactive Power (MVar) capability testing.

15.2.1.1 Suppliers

To qualify for payments, Suppliers of Voltage Support Service shall provide a Resource that has an AVR, or a Qualified Non-Generator Voltage Support Resource, which resource is electrically located within the NYCA. All Suppliers of Voltage Support Service must successfully perform Reactive Power (MVar) capability testing in accordance with the ISO Procedures and prevailing industry standards. The ISO may direct Suppliers to operate their Resources and Qualified Non-Generator Voltage Support Resources within these demonstrated reactive capability limits. Suppliers of Voltage Support Service will test their Resources and Qualified Non-Generator Voltage Support Resources and provide these services in accordance with ISO Procedures.

Voltage Support Service includes the ability to produce or absorb Reactive Power within the Resource's or Qualified Non-Generator Voltage Support Resource's tested reactive capability, and the ability to maintain a specific voltage level under both steady-state and post-contingency operating conditions subject to the limitations of the Resource's stated reactive capability. The requirement for a Resource or Qualified Non-Generator Voltage Support Resource ("Resource") to absorb Reactive Power may be set aside by the ISO with input from the Transmission Owner in whose Transmission District the Resource is located, which input may include, at the Transmission Owner's option, an executive level review. To grant an exemption from the requirement that the Resource be able to absorb Reactive Power, the ISO shall have determined that: 1) the resource is unable, due to transmission system configuration, to absorb Reactive Power; 2) the ability of the Resource to produce Reactive Power is needed for system reliability; and 3) for purposes of system reliability the Resource does not need to have the ability to absorb Reactive Power.

15.2.2 Payments

Each ~~month~~Billing Period, Suppliers whose Resource(s) meet the requirements to supply Installed Capacity, as described in Article 5 of the ISO Services Tariff, and are under contract to supply Installed Capacity shall receive the pro rata share~~one-twelfth (1/12th)~~ of the annual payment calculated under Section 15.2.2.1 of this Rate Schedule, ~~for Voltage Support Service allocated for that Billing Period.~~

Each ~~month~~Billing Period, Suppliers whose Generators are not under contract to supply Installed Capacity, Suppliers with synchronous condensers, and, except as noted in the following paragraph, Qualified Non-Generator Voltage Support Resources shall receive the pro rata share~~one-twelfth (1/12th)~~ of the annual payment calculated under Section 15.2.2.1 of this Rate

Schedule allocated for that Billing Period, which will then be pro-rated by the number of hours that the Generator, synchronous condenser, or Qualified Non-Generator Voltage Support

Resource operated in that monthBilling Period, as recorded by the ISO.

Each monthBilling Period, the Cross-Sound Scheduled Line shall receive the pro rata share of one-twelfth (1/12th) the annual payment calculated under Section 15.2.2.1 of this Rate Schedule allocated for the Billing Period, which will then be pro-rated by the number of hours that it is energized in that monthBilling Period, as recorded by the ISO.

15.2.2.1 Annual Payment for Voltage Support Service

For purposes of the calculation set forth in Section 15.2.2 of this Rate Schedule, the annual payment to Suppliers qualified and eligible to provide Voltage Support Service shall equal: (i) in the case of Generators and synchronous condensers the product of \$3919/MVAr and the tested MVAr capacity of the Generator or synchronous condenser; (ii) in the case of Qualified Non-Generator Voltage Support Suppliers, other than the Cross-Sound Scheduled Line, the product of \$3919/MVAr and its tested MVAr capacity as determined pursuant to the ISO Procedures; and (iii) in the case of the Cross-Sound Scheduled Line, the product of \$3919/MVAr and the tested, Reactive Power (MVAr) capacity measured at maximum real power flow.

15.2.2.2 Lost Opportunity Costs

A Supplier of Voltage Support Service from a Generator that is being dispatched by the ISO shall also receive a payment for Lost Opportunity Costs (“LOC”) when the ISO directs the resource to reduce its real power (MW) output below its Economic Operating Point in order to allow the resource to produce or absorb more Reactive Power (MVAr), unless the Supplier is already receiving a Day-Ahead Margin Assurance Payment for that reduction under Attachment

J to this ISO Services Tariff. The Lost Opportunity Cost payment shall be calculated as the product of: (a) the MW of output reduction; (b) the time duration of reduction in hours or fractions thereof; and (c) the Real-Time LBMP at the Generator bus minus the Generator's Energy Bid for the reduced output of the Generator. The details of the Lost Opportunity Cost payments are as follows:

The formula below describes the calculation of LOC as applied to each Generator supplying Voltage Support Service.

$$LOC = P_{RT} (D_1 - D_2) - \int_{D_2}^{D_1} Bid$$

Where:

P_{RT} = Real-Time LBMP

D_1 = Original dispatch point, which shall be equal to the Generator's Economic Operating Point.

D_2 = New dispatch point, which shall be the greater of the Generator's Real-Time Scheduled Energy Injection, the Generator's Actual Energy Injection, or the amount of Energy the Generator is scheduled to produce for the hour in the Day-Ahead Market.

Bid = Bid curve or Generation supplying Voltage Support Service

Figure 2.0(b) below graphically portrays the calculation of the LOC for a generator which reduced its MW output to allow it to produce or absorb more Reactive Power (MVar).

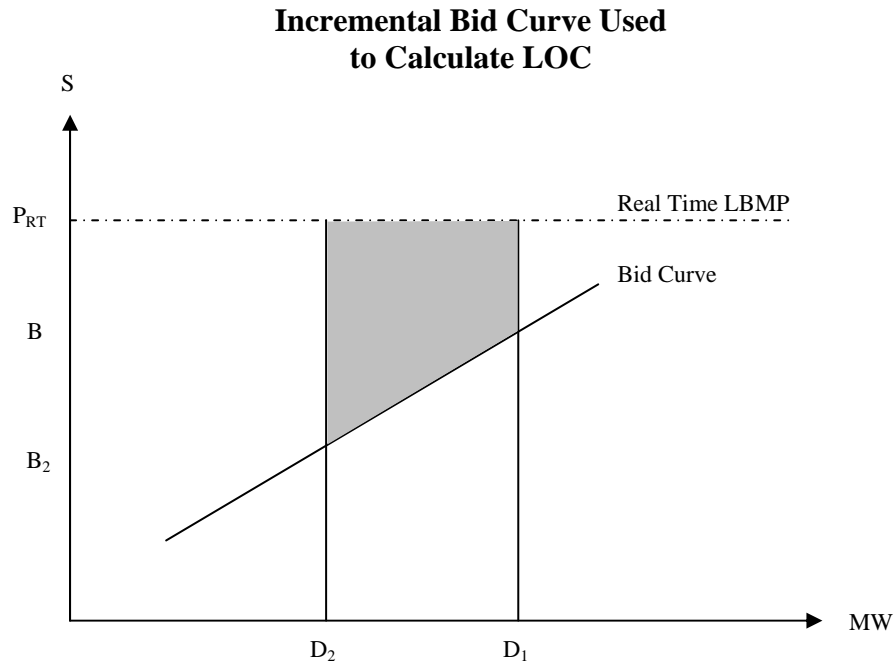


Figure 2.0(b)- Incremental Bid Curve Used to Calculate LOC

15.2.2.3 Other Payments to Synchronous Condensers and Qualified Non-Generator Voltage Support Resources

If a synchronous condenser or Qualified Non-Generator Voltage support Resource energizes in order to provide Voltage Support Service in response to a request from the ISO, the ISO shall compensate the facility for the cost of Energy it consumes to energize converters and other equipment necessary to provide that Voltage Support Service.

15.2.2.4 Failure to Perform by Suppliers

A Resource or a Qualified Non-Generator Voltage Support Resource will have failed to provide voltage support if it:

- 15.2.2.4.1 fails at the end of 10 minutes to be within 5% (+/-) of the requested Reactive Power (MVar) level of production or absorption as requested by the ISO or applicable Transmission Owner for levels below it's Normal Operating

limit which must be at least 90% of its Dependable Maximum Net Capability (DMNC).

15.2.2.4.2 fails at the end of 10 minutes to be at 95% or greater of the Resource's demonstrated Reactive Power capability (tested at its Normal Operating Limit or at 90% of its DMNC, whichever is greater in MW) in the appropriate lead or lag direction when requested to go to maximum lead or lag reactive capability by the ISO or applicable Transmission Owner.

Whether the Resource or Qualified Non-Generator Voltage Support Resource has failed to provide Voltage Support Service in a Contingency shall be defined by ISO Procedures. Suppliers of Voltage Support Service that fail to comply with the ISO Procedures will be assessed charges by the ISO in the manner described in Sections 15.2.2.5 and 15.2.2.6 below.

15.2.2.5 Failure to Respond to ISO's Request for Steady-State Voltage Control

Initial Failure: If a Resource or a Qualified Non-Generator Voltage Support Resource fails to comply with the ISO's request for steady-state voltage control, the ISO shall withhold Voltage Support Service payments from the non-complying Supplier equivalent to one-twelfth (1/12th) of the annual payment for that specific Resource or a Qualified Non-Generator Voltage Support Resource (or an amount equal to the last month's voltage support payment made to it, if it is not an Installed Capacity provider). The Supplier shall also be liable for any additional cost in procuring replacement Voltage Support Service including LOC incurred by the ISO as a direct result of the Supplier's non-performance.

Repeated Failures: For each instance of failure to perform, the non-complying Supplier will be subject to the charges described herein. If a Resource fails to comply with the ISO's request on three (3) separate days, within a thirty (30) day period, then upon the third occurrence,

the non-complying Supplier will no longer be eligible for Voltage Support Service payments for service provided by that Resource or Qualified Non-Generator Voltage Support Resource. The ISO may reinstate payments once the Supplier complies with the following conditions to the ISO's satisfaction:

15.2.2.5.1 the Supplier's Resource or Qualified Non-Generator Voltage Support Resource must successfully perform a Reactive Power (MVar) capability test, and

15.2.2.5.2 the Resource or Qualified Non-Generator Voltage Support Resource must provide Voltage Support Service for thirty (30) consecutive days without any compliance failures. No payments for Voltage Support Service or LOC will be made to the Supplier during this period.

15.2.2.6 Failure to Provide Voltage Support Service When a Contingency Occurs on the NYS Power System

If a Supplier's Resource or Qualified Non-Generator Voltage Support Resource fails to respond to a contingency, based on ISO review and analysis, the ISO shall withhold Voltage Support Service payments from the non-complying Supplier as follows:

Initial Failure: The ISO will withhold from the Supplier one-twelfth (1/12th) of the annual payment for the specific Resource or Qualified Non-Generator Voltage Support Resource (or an amount equal to the last month's voltage support payment made to it, if it is not an Installed Capacity provider).

Second Failure within the same thirty (30) day period: The ISO shall withhold from the Supplier one-fourth (1/4th) of the annual payment for the specific Resource or Qualified Non-Generator Voltage Support Resource (or an amount equal to the last three (3) months' voltage support payments made to it, if it is not an Installed Capacity provider). In addition, the Supplier

that is in violation shall be prohibited from receiving Voltage Support Service payments for the non-complying Resource or Qualified Non-Generator Voltage Support Resource until the Supplier complies with the following conditions to the ISO's satisfaction:

15.2.2.6.1 the Supplier's Resource or Qualified Non-Generator Voltage Support Resource shall successfully perform a Reactive Power (MVar) capability test, and

15.2.2.6.2 the Resource or Qualified Non-Generator Voltage Support Resource shall provide Voltage Support Service for thirty (30) consecutive days without any compliance failures. No payments for Voltage Support Service, or LOC shall be made to the Supplier during this period.

15.2.3 Consistence with Cross-Sound Scheduled Line Protocols

Nothing in this Rate Schedule shall be construed to change existing protocols between the ISO and ISO New England, Inc. regarding the operation of the Cross-Sound Scheduled Line.

15.5 Rate Schedule 5 - Payments and Certain Charges For Black Start and System Restoration Services

This Rate Schedule applies to payments to Generators who provide Black Start and System Restoration Services to transmission facilities that are part of the ISO's Black Start and System Restoration plan ("the ISO Plan"); to payments to existing Generators of such services that are part of Transmission Owners' individual Black Start and System Restoration Services plans for their Transmission Districts; and to charges for such services that are allocated to Transmission Customers in the Consolidated Edison Company of New York, Inc.'s ("Consolidated Edison") Transmission District.

15.5.1 Requirements

The ISO shall develop and periodically review the ISO Plan. The ISO may amend the ISO Plan to account for changes in system configuration if the ISO determines that additional Black Start and System Restoration Services are needed. The ISO shall have the flexibility to seek bids for new resources when it amends the current ISO Plan. The ISO shall establish procedures for acquiring Black Start and System Restoration Services and testing selected Generators providing this service. The ISO shall make Black Start and System Restoration Services payments only to those selected Generators that have appropriate equipment installed and available for service at the request of the ISO.

The full restoration of the NYS Power System may require additional Black Start and System Restoration Services from Generators, which are located in local Transmission Owner areas and which are not presently listed in the ISO Plan. Although the ISO Plan will restore a major portion of the NYS Power System there are portions of the NYS Power System that will remain under Transmission Owner restoration control. Where the Transmission Owner's

restoration plan requires additional Black Start and System Restoration Services, the ISO will make payments for such local services directly to the Generators that provide it, under the terms of this Rate Schedule. The LSEs in those local Transmission Owner areas will be additionally charged for those services by the ISO under the ISO OATT. Generators, which are obligated to provide Black Start and System Restoration Services as a result of divestiture contract agreements will not receive ISO payments for those services if they are already compensated for such service as part of those divestiture contracts.

15.5.2 Payment to Generators Under the Black Start and System Restoration Services Plans Developed by the ISO and by Individual Transmission Owners Except for Existing Generators Under the Consolidated Edison Plan

By May 1st of each year, Generators which were selected to provide Black Start and System Restoration Services under the Black Start and System Restoration Services plans developed by the ISO and by individual Transmission Owners, except for existing Generators within the Consolidated Edison Transmission District, must provide the following cost information to the ISO based upon FERC Form No. 1 or equivalent data:

- Capital and fixed operation and maintenance costs associated with only that equipment which provides Black Start and System Restoration Services capability;
- Annual costs associated with training operators in Black Start and System Restoration Services; and
- Annual costs associated with Black Start and System Restoration Services testing in accordance with the ISO Plan or the plan of an individual Transmission Owner.

Each Generator will be paid on the basis of its costs filed with the ISO. The daily rate for Black Start and System Restoration Services will be determined by dividing the Generator's annual cost by the number of days in the year from May 1st through April 30th of the following year.

Generators that provide Black Start and System Restoration Services shall conduct tests that are deemed necessary and appropriate for providers of these services under the ISO Procedures or local Transmission Owner procedures, as applicable. Any Generator that is awarded Black Start and System Restoration Services payments and that fails a test shall forfeit all payments for such services since its last successful test. Payments to that Generator shall not resume until it successfully passes the test.

15.5.3 Payments to and Charges for Existing Generators Providing Black Start and System Restoration Services Under the Consolidated Edison Transmission District

Generators that are in-service as of October 1, 2005 and are listed in the Consolidated Edison Black Start and System Restoration Services plan filed with the ISO as of that date shall be paid for those services in accordance with Section 15.5.3.1 below. Charges to fund such payments shall be allocated among Transmission Customers in the Consolidated Edison Transmission District under Section 15.5.3.2 below. Generators that are in service as of October 1, 2005 and are listed in the Consolidated Edison Black Start and System Restoration Services plan are deemed to have satisfied testing requirements for the testing period that ends April 30, 2005.

15.5.3.1 Payments to Existing Generators Under the Consolidated Edison Plan

Existing Generators shall be eligible for Black Start and System Restoration Services payments, provided that they: (i) successfully test all necessary equipment in compliance with the Consolidated Edison testing criteria that are included in the ISO Procedures and provided that the testing criteria conform to Appendix I to this Rate Schedule; and (ii) commit to be available to provide these services for an initial minimum period of three years. At the end of the second year of the initial three year period a Generator, or Consolidated Edison, may give notice that the

Generator will no longer be part of the Consolidated Edison Black Start and System Restoration Services plan, effective at the end of third year. For subsequent periods, each Generator, or Consolidated Edison, may give one year's advance notice at the end of every subsequent two year-period, that the Generator will no longer be part of the Consolidated Edison plan, so that a rolling three-year commitment is maintained.

Eligible existing Generators in the Consolidated Edison Transmission District shall receive annual compensation for providing Black Start and System Restoration Services based on unit type and the level of their interconnection to the New York State Transmission System pursuant to the following table.

	Steam Turbine	Gas Turbine
345 kV	\$350,000/yr/unit	\$350,000/yr/site
138 kV	\$300,000/yr/unit	\$300,000/yr/site

Each Billing Period, existing Generators shall receive the pro rata share of Tthese annual amounts ~~will be paid to existing Generators in twelve equal monthly payments allocated for that Billing Period.~~ The ~~monthly~~ payments for each Billing Period shall also include compensation for legitimate, verifiable, and adequately documented operator training costs associated with readiness to provide Black Start Service and System Restoration Services, and for legitimate, verifiable, and adequately documented variable costs associated with annual tests of Black Start and System Restoration Services capability, that existing Generators invoice to the ISO, subject to the ISO's independent review.

Eligible existing Generators shall conduct annual Black Start and System Restoration Services capability tests and shall ensure that all relevant personnel are trained in black start and

restoration operations. Detailed information about the tests and training standards shall be set forth in the ISO Procedures, which shall incorporate criteria developed by Consolidated Edison. The core features of the testing criteria are included in this ISO Services Tariff as Appendix I to this Rate Schedule and the ISO Procedures may not be revised in a manner that creates an inconsistency between them and Appendix I. Upon successful completion of a test, a Generator shall submit a certification form to the ISO in the form provided in Appendix II to this Rate Schedule. If a Generator fails a Black Start and System Restoration Services capability test, it shall be subject to a *pro rata* reduction in its annual payments based on the elapsed time between the unsuccessful test and a subsequent successful test.

The ISO shall also reimburse existing Generators for equipment damage that the ISO reasonably finds: (1) to have resulted from operating such equipment in response to operational orders from the ISO, or Consolidated Edison, pursuant to the ISO Services Tariff or the ISO OATT, (2) that reasonably available and customary insurance was not available for the damages incurred and (3) would not have occurred but for the Generator's provision of Black Start and System Restoration Services. Further, the ISO shall reimburse the owners of the Astoria Station steam units 3, 4 and 5 and Astoria Station gas turbines 4-3 and 4-4 for equipment upgrades that the ISO reasonably finds are needed to minimize the risk of equipment damage at the Astoria Station site in the Consolidated Edison Transmission District. The burden of making such showings will be upon the owners of the specified Generators. Any such reimbursement shall be made available for review by the Commission upon request by a Market Participant.

15.5.3.2 Charges to Support Payments to Existing Generators Under the Consolidated Edison Plan

The ISO shall collect ~~each Billing Period on a monthly basis~~, a charge from each Transmission Customer in the Consolidated Edison Transmission District in order to fund the

payments described above in Section 15.5.3.1. The charge shall be equal to the product of (a) the Transmission Customer's hourly Load Ratio Share of Load in the Consolidated Edison Transmission District, and (b) the total payments for existing Black Start and System Restoration Services in that Transmission District under Section 15.5.3.1, divided by the total number of hours in the ~~month~~Billing Period.

15.5.3.3 Payments to New Generators that Provide Black Start and System Restoration Services in the Consolidated Edison Transmission District

New Generators that agree to provide Black Start and System Restoration Services within the Consolidated Edison Transmission District shall be treated as set forth in Section 15.5.2 above.

15.6 Rate Schedule 6 - Quick Start Reserves

This Rate Schedule applies to the scheduling and payment mechanisms for Quick Start Reserves.

15.6.1 Qualification to Provide Quick Start Reserves

15.6.1.1 A Supplier may offer Quick Start Reserves from one or more blocks of generator units to the Transmission Owner to which the block of generator units is interconnected if the block of generator units is (i) qualified to provide 30-Minute Reserves, and (ii) capable of being set to Quick Start Mode.

15.6.1.2 A Supplier intending to offer Quick Start Reserves shall undertake a test scheduled pursuant to the ISO Procedures for Installed Capacity Suppliers qualifying to sell Installed Capacity in the NYCA to determine the DMNC of the Supplier's block of generator units. The Supplier shall, while undertaking the DMNC test in Quick Start Mode, make record of and notify, for information purposes, the Transmission Owner in the Supplier's Transmission District and the ISO of (i) the output level in MWs that the block of generator units produced at ten (10) minutes following start-up; and (ii) the output level in MWs that the block of generator units produced at fifteen (15) minutes following start-up. Delivery of this information to the Transmission Owner in the Supplier's Transmission District and the ISO shall constitute and be deemed to be a standing offer to provide Quick Start Reserves pursuant to Section 15.6.2 of this Rate Schedule until (i) the Supplier performs another DMNC test and provides the information required pursuant to this Section 15.6.1.2 to the ISO and the Transmission Owner, (ii) thirty (30) days after providing a notice to the ISO and

the Transmission Owner that it no longer offers Quick Start Reserves from any one or more blocks of generator units, provided that the supplier is not otherwise required to provide Quick Start Reserves, or (iii) the Supplier is not paid for Quick Start Reserves as provided herein.

15.6.1.3 A Supplier shall maintain each block of generator units for which Quick Start Reserves are offered in good working order to provide Energy in an amount at its temperature-adjusted DMNC within fifteen (15) minutes of remote start-up.

15.6.1.4 A Transmission Owner receiving the information specified in Section 15.6.1.2 of this Rate Schedule shall confirm to the ISO and the Supplier whether the Transmission Owner has the ability to remotely start up a block of generator units that the Supplier has offered for Quick Start Reserves. This confirmation informs the Supplier that the Transmission Owner or the ISO may elect to purchase Quick Start Reserves from each block of generator units that the Supplier has offered for Quick Start Reserves.

15.6.2 Purchase and Selection of Quick Start Reserves and Associated Duties

15.6.2.1 When a Transmission Owner has issued confirmation pursuant to Section 15.6.1.4 of this Rate Schedule and requires Quick Start Reserves, the Transmission Owner may purchase Quick Start Reserves from the Supplier by telephonic request; provided, however, that the Transmission Owner shall not purchase Quick Start Reserves unless the Transmission Owner has received the ISO's concurrence with the proposed purchase of Quick Start Reserves. The telephonic request shall specify the starting time and either the number of MWs of Quick Start Reserves required or the block of generator units from which the

Supplier is to sell Quick Start Reserves. In addition, the telephonic request shall, if available and for information purposes only, specify the estimated number of hours for which the Transmission Owner intends to purchase Quick Start Reserves. The Transmission Owner shall give written notice by electronic mail (or fax if electronic mail is not available) to each of the Supplier and the ISO of the telephonic request within ten (10) minutes of making the telephonic request, and the written notice by electronic mail or fax shall provide the same information specified in the Transmission Owner's telephonic request and shall also provide the time of the telephonic request. If the Supplier has not received such written notice or disagrees with its contents, the Supplier shall give notice by electronic mail (or fax if electronic mail is not available) to each of the ISO and the Transmission Owner confirming the telephonic request, and the notice by electronic mail or fax shall provide the same information specified in the Transmission Owner's telephonic request and shall also provide the time of the telephonic request.

15.6.2.2 A Transmission Owner shall stop purchasing some or all the Quick Start Reserves from a Supplier upon giving telephonic notice to the Supplier that the Transmission Owner no longer requires some or all the Quick Start Reserves; provided, however, that the Transmission Owner shall not stop the purchase of Quick Start Reserves without the ISO's concurrence. The Transmission Owner shall give written notice by electronic mail (or fax if electronic mail is not available) to each of the Supplier and the ISO of the telephonic notice within ten (10) minutes of providing the telephonic notice, and the written notice by

electronic mail or fax shall provide the time of the telephonic notice. If the Supplier has not received such written notice or disagrees with its contents, the Supplier shall give notice by electronic mail (or fax if electronic mail is not available) to each of the ISO and the Transmission Owner of the telephonic notice, and the notice by electronic mail or fax shall provide the same information specified in the Transmission Owner's telephonic notice and shall also provide the time of the telephonic notice.

15.6.2.3 The ISO shall maintain complete and accurate records of all notices received by electronic mail or fax pursuant to Sections 15.6.2.1 and 15.6.2.2 of this Rate Schedule.

15.6.2.4 A Supplier offering Quick Start Reserves that receives a telephonic request to purchase or to select Quick Start Reserves shall set one or more blocks of generator units to Quick Start Mode as requested within ten (10) minutes of the telephonic request; provided, however, that the Supplier shall have no obligation to set a block of generator units to or to maintain a block of generator units in Quick Start Mode during (i) periods of forced outage, (ii) maintenance outages that are approved in advance pursuant to the ISO Services Tariff, or (iii) any period when the requested block of generator units is producing Energy.

15.6.2.5 During any period when the Transmission Owner has not purchased Quick Start Reserves from an offered block of generator units, the Supplier shall not be required to set the block of generator units to or to maintain the block of generator units in Quick Start Mode, subject to the requirement that the Supplier set the

block of generator units to Quick Start Mode within ten (10) minutes of a request pursuant to Section 15.6.2.1 of this Rate Schedule.

15.6.2.6 A Supplier offering Quick Start Reserves shall maintain Hour-Ahead Bids for Energy at all times for each of the Supplier's block of generator units comprising the offered, purchased, or selected Quick Start Reserves, and shall maintain these Bids in the Real-Time Market.

15.6.3 Duty to Produce Energy

15.6.3.1 A Transmission Owner may remotely start up any block of generator units that is providing Quick Start Reserves. Upon remote start-up, the Transmission Owner shall give notice to the ISO that the block of generator units have been started up out of merit for local reliability. A Transmission Owner may dispatch off a block of generator units started up out of merit when Energy from the block of generator units is no longer required for local reliability, subject to any minimum run time of the block of generator units; provided, however, that the Transmission Owner shall not dispatch off the block of generator units without the ISO's concurrence.

15.6.3.2 During each period when a Transmission Owner has purchased Quick Start Reserves, the Supplier shall respond to each remote start-up order from the Transmission Owner, and shall cause the Supplier's remotely started up block of generator units to be synchronized and at full output within fifteen (15) minutes.

15.6.4 Failure to Achieve Timely Synchronization

If a Supplier that has sold Quick Start Reserves fails to have the block of generator units synchronized in the amount of the Energy Bid pursuant to Section 15.6.2.6 of this Rate Schedule

within fifteen (15) minutes of a remote start-up, the Supplier shall be subject to the provisions applicable to Suppliers of 10-Minute Non-Spinning Reserves and 30-Minute Reserves that fail to provide Energy within the time allotted; provided, however, that charges against Quick Start Reserves payments shall be based upon the blended rate of 85% of $P_{10MNSR,h}$ plus 15% of $P_{30MR,h}$, as applied in Section 15.6.5.1 of this Rate Schedule.

15.6.5 Payments to Suppliers; Payments by Load Serving Entities

15.6.5.1 A Supplier that provides Quick Start Reserves shall receive each ~~month~~ Billing Period a payment for each block of generator units that provided Quick Start Reserves in any hour of the previous ~~month~~ Billing Period, unless the block of generator units also produced Energy during the hour. The amount of this payment shall equal:

$$\sum_h (C_h (0.85P_{10MNSR,h} + 0.15P_{30MR,h}) - Q_h P_{30MR,h})$$

where:

- h = An hour in which the block of generator units provided Quick Start Reserves, unless the block of generator units produced Energy during the hour
- C = Capacity in MWs of Hour-Ahead Bids for Energy for the block of generator units
- P_{10MNSR} = Price of 10-Minute NSR (East) in the Day-Ahead Market
- P_{30MR} = Price of 30-Minute Reserves (East) in the Day-Ahead Market
- Q = Quantity of MWs from the block of generator units accepted into the 30-Minute Reserves market.

15.6.5.2 Any block of generator units requested for Quick Start Reserves for any portion of an hour shall be deemed to have provided Quick Start Reserves for the

entire hour unless the block of generator units also produced Energy during the hour.

15.6.5.3. In addition to payments due to a Supplier of Quick Start Reserves pursuant to Section 15.6.5.1 of this Rate Schedule, the Supplier shall be eligible to receive payments for Energy, Installed Capacity, Operating Reserves, and other Ancillary Services pursuant to the other provisions of this Services Tariff.

15.6.5.4 Amounts due to a Supplier pursuant to this Rate Schedule that are attributable to local reliability shall be recovered from LSEs in the Transmission District of the Supplier selling the Quick Start Reserves on the basis of each LSE's contribution to Load share in the ~~month~~Billing Period in which the payment obligation is incurred. Amounts attributable to local reliability are those amounts incurred pursuant to Sections 15.6.2.1 and 15.6.3.1 of this Rate Schedule.

15.6.6 Dispute Resolution

15.6.6.1 In the event of a dispute between a Transmission Owner and a Supplier of Quick Start Reserves regarding the hours or MWs of Quick Start Reserves purchased by a Transmission Owner or the Energy output achieved within fifteen (15) minutes of a remote start-up, the Transmission Owner and Supplier shall attempt to resolve the dispute promptly, and either party may request the ISO to refer to the ISO logs to help resolve the dispute. If a Transmission Owner and a Supplier selling Quick Start Reserves cannot resolve any dispute regarding the hours or MWs of Quick Start Reserves purchased by a Transmission Owner or the Energy output achieved within fifteen (15) minutes of a remote start-up within

fifteen (15) days, then the Transmission Owner and Supplier may resolve the dispute through the ISO's Expedited Dispute Resolution Procedures.

15.6.6.2 Disputes other than those addressed pursuant to Section 15.6.6.1 of this Rate Schedule may be resolved through the ISO's Dispute Resolution Process.

15.7 Rate Schedule 7 - Charges for Wind Forecasting Service

The ISO shall charge each Intermittent Power Resource that depends on wind as its fuel that is interconnected in the New York Control Area in order to provide Energy to the LBMP Market or bilaterally to a Load internal or external to the NYCA, pursuant to this ISO Services Tariff or the NYISO OATT, and that has entered commercial operation (“Wind Generators”), for Wind Forecasting Service pursuant to this Rate Schedule, provided however no charge shall be assessed against any Intermittent Power Resource in commercial operation as of January 1, 2002 with nameplate capacity of 12 MWs or fewer.

The ISO shall calculate and assess such charges ~~monthly~~each Billing Period.

15.7.1 Responsibilities

The ISO shall calculate a wind forecasting charge which shall include a fixed component and a component that varies by the nameplate capacity of the Wind Generator. Such charge shall be based upon the costs the NYISO incurs in producing a forecast of the expected generation output of each Wind Generator subject to this charge.

15.7.1.1 Wind Generators

Wind Generators shall pay the charge for Wind Forecasting Service ~~monthly~~each Billing Period.

15.7.2 Charges

~~Each Billing Period. The ISO shall assess the following wind forecasting charges monthly to each Wind Generator as of the effective date of these changes~~the portion of the following monthly wind forecasting charges allocated to that Billing Period:

- \$500.00 as a fixed fee and

- \$7.50 / MW of name plate capacity

26.1 Minimum Participation Criteria

26.1.1 General

To participate in the ISO-Administered Markets, in addition to satisfying any other eligibility requirements set forth in the ISO Tariffs, each Customer must satisfy, and at all times remain in compliance with, the following requirements:

- (a) Risk Management. Customer shall maintain current, written risk management policies and procedures that address those risks that could materially and adversely affect Customer's ability to pay its ISO invoices when due, including, but not limited to, credit risks, liquidity risks, and market risks.
- (b) Training. Each employee and agent that Bids or schedules in the ISO-Administered Markets on behalf of Customer shall have appropriate training and/or experience to transact on behalf of Customer in the ISO-Administered Markets. In addition, each employee and agent that Bids on Virtual Transactions or TCCs on behalf of Customer shall successfully complete the designated ISO-administered online training course on Virtual Transactions and/or TCCs one time, as applicable; *provided, however*, this requirement does not apply to a Transmission Owner as a result of its receipt of Net Auction Revenue.
- (c) Operational Capabilities. Customer shall have appropriate personnel resources and technical abilities to promptly and effectively respond to all ISO communications and directions related to settlements, billing, credit requirements, and other financial matters.
- (d) Capitalization. Customer, or its guarantor with the provision of an unlimited guaranty in compliance with Section 26.5.4 of this Attachment K, shall meet the

minimum capitalization criteria set forth below or post additional security in accordance with the following:

- i. Maintain US \$10 million in assets or US \$1 million in tangible net worth as evidenced by Customer's or its guarantor's most recent audited financial statements; or
- ii. If Customer is unable to meet the minimum capitalization criteria set forth in Section 26.1.1(d)i of this Attachment K, post with the ISO either (1) \$200,000 to participate in any/all of the ISO-Administered Markets other than the TCC market, which security Customer may not use to support any ISO credit requirements, or (2) \$500,000 to participate in any/all of the ISO-Administered Markets including the TCC market, which security the Customer may not use to support any ISO credit requirements.

In addition, if at any time a Customer that satisfied the capitalization requirement set forth in Section 26.1.1(d) above by demonstrating compliance with the criteria set forth in Section 26.1.1(d)i experiences a change in financial position such that Customer no longer satisfies these criteria, Customer shall notify the ISO promptly of this change in financial position and post the appropriate amount of security in accordance with Section 26.1.1(d)ii of this Attachment K.

26.1.2 Annual Certification

Each Customer must demonstrate ongoing compliance with the minimum participation requirements set forth in Section 26.1.1 of this Attachment K by submitting to the ISO on or before April 30 of each year a notarized officer's certificate, signed by an authorized officer of Customer with signatory authority, in a form acceptable to the ISO, certifying that Customer is in

compliance with each of the minimum participation requirements. Each Customer must submit an initial notarized officer's certificate that complies with this Section 26.1.2 by October 1, 2011. Moreover, each NYISO applicant must submit an initial notarized officer's certificate with its Completed Application.

26.1.3 Additional Information

Each Customer shall submit to the ISO, upon request, any information or documentation reasonably required for the ISO to monitor and evaluate Customer's creditworthiness and compliance with requirements set forth in the ISO Tariffs, ISO Procedures, and/or ISO Agreements related to settlements, billing, credit requirements, and other financial matters.

26.~~21~~ Reporting Requirements

26.~~21~~.1 All Customers. All Customers shall be required to comply with the reporting requirements in this Section 26.~~21~~.1

26.~~21~~.1.1 References

The ISO may require a Customer to provide references from one (1) bank and up to three (3) utilities. A Customer that does not have utility references, may substitute trade payable vendor references.

26.~~21~~.1.2 Prior Bankruptcy or Default

A Customer shall inform the ISO of any prior bankruptcy declarations or material defaults by the Customer or its predecessors, subsidiaries, or Affiliates occurring within the previous five (5) years.

26.~~21~~.1.3 Investigations

A Customer shall inform the ISO of the existence of any ongoing investigations of which the Customer is aware by the Securities and Exchange Commission, the Department of Justice, the Federal Energy Regulatory Commission, or the New York Public Service Commission which could have a material impact on the Customer's financial condition.

26.~~21~~.1.4 Material Change in Financial Status

A Customer shall inform the ISO of any material change in its financial status within five (5) business days, including but not limited to: (a) a downgrade of a long- or short-term debt rating by any ISO-approved rating agency; (b) placement on a negative credit watch by any ISO-approved rating agency; (c) a bankruptcy filing, insolvency, or a default under any financing agreement; (d) resignation or termination of a key officer; (e) initiation of a lawsuit that could

materially and adversely impact current or future financial performance; or (ef) restatement of prior financial statements.

26.21.1.5 Change in Peak Load

A Load Serving Entity shall inform the ISO as soon as practicable if it expects its peak Load to increase by fifteen percent (15%) or more above its peak Load during the Prior Equivalent Capability Period.

26.21.2 Customers Requesting Unsecured Credit

In addition to the reporting requirements in Section 26.21.1., above, a Customer requesting Unsecured Credit, including a request for an Equivalency Rating, shall be required to comply with the reporting requirements of this Section 26.21.2.

26.21.2.1 Financial Statements

A Customer requesting Unsecured Credit shall provide to the ISO audited annual financial statements from the most recent three (3) years and its recent quarterly financial statement. Thereafter, the Customer shall provide audited annual financial statements to the ISO within ninety (90) days of the end of each fiscal year and shall provide quarterly financial statements to the ISO within sixty (60) days of the end of each quarter. The ISO may grant an extension for the provision of quarterly and annual financial statements upon a showing of good cause.

26.21.2.2 Publicly-Traded Customer

A publicly-traded Customer shall provide financial statements on Form 10-K and 10-Q, respectively. A publicly-traded Customer shall also provide Form 8-K reports within five (5)

business days of their issuance. Information available on EDGAR shall be deemed provided by a Customer that directs the ISO to obtain it there.

26.~~21~~.2.3 Privately-Held Customer

A Customer that is not publicly-traded shall provide financial statements that include a balance sheet including a statement of stockholders' equity, an income statement, a statement of cash flow, notes to the financial statement, and an unqualified auditor's opinion.

26.~~21~~.2.4 Government Entities

Notwithstanding Section 26.~~21~~.2.1 of this Attachment K, government entities that do not normally prepare quarterly financial statements shall not be required to provide them to qualify for Unsecured Credit.

26.32 Investment Grade Customers

26.32.1 Senior Long-Term Unsecured Debt Rating

A Customer shall be deemed an Investment Grade Customer if its senior long-term unsecured debt rating is BBB- or higher by Standard & Poor's or Fitch, or Baa3 or higher by Moody's. If a Customer has been rated by two of these agencies, the ISO shall use the lower of the two ratings. If a Customer is rated by all three of these rating agencies, and one rating agency differs in its rating of a Customer from the other two, the ISO shall use the matching ratings. If a Customer is rated differently by all three of these rating agencies, the ISO shall use the middle rating. A Customer that has not been rated by any of the three above-named rating agencies may use a rating from Dominion. Notwithstanding the above, a Customer with a senior long-term unsecured debt rating from any of the approved rating agencies below BBB- (or Baa3) shall be deemed to be a Non-Investment Grade Customer.

26.32.2 Issuer Rating

If a Customer does not have a senior long-term unsecured debt rating from Standard & Poor's, Fitch, Moody's or Dominion, the Customer shall nevertheless be deemed an Investment Grade Customer if it has an issuer rating of BBB or higher from Standard & Poor's, Fitch, or Dominion, or Baa2 or higher from Moody's.

A Customer that has a senior long-term unsecured debt rating from Standard & Poor's, Fitch, Moody's or Dominion shall not be permitted to substitute an issuer rating. The rules established in Section 26.32.1 of this Attachment K regarding conflicting ratings and the use of a Dominion rating shall apply to issuer ratings. Notwithstanding the above, a Customer with an

issuer rating from any of the approved rating agencies below BBB (or Baa2) shall be deemed to be a Non-Investment Grade Customer.

26.32.3 Equivalency Rating

A Customer that has not received a senior long-term unsecured debt rating or an issuer rating from Standard & Poor's, Moody's, Fitch, or Dominion may request that the ISO assign it an Equivalency Rating. The ISO shall determine an Equivalency Rating using Moody's KMV RiskCalc™. A Customer with an Equivalency Rating of BBB or higher shall be deemed to be an Investment Grade Customer. The ISO shall review a Customer's Equivalency Rating at least once each quarter. A Customer may not use an Equivalency Rating in the event that it is rated by an ISO-approved rating agency.

26.43 Operating Requirement and Bidding Requirement

26.43.1 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.

26.43.2 Calculation of Operating Requirement

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

26.43.2.1 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:

$$\frac{\text{Basis Amount for Energy and Ancillary Services}}{\text{Days in Basis Month}} \times 50$$

- or -

$$\frac{\text{Total Charges Incurred for Energy and Ancillary Services for Previous Ten (10) Days}}{10} \times 50$$

- (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 ~~WK~~-1, the greater of either:

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

or-

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

- (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:

$$\text{EPL} \times 720 \times \text{AEP}$$

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.~~43~~.2.2 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.~~43~~.2.3 TCC Component

The TCC Component shall be equal to the greater of either 26.~~43~~.2.3(a) or 26.~~43~~.2.3(b) where:

- (a) 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:

for two-year TCCs:

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

$$2 \quad \times \quad \text{the amount calculated in accordance with the one-year TCC formula listed below}$$

where:

Pijt = auction 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; *provided, however*, in the event there is no price for a one-year TCC with the same POI and POW combination as the two-year TCC, then “Pijt” shall equal a proxy price, assigned by the NYISO, for a one-year TCC with like characteristics. For Centralized TCC Auctions conducted before May 1, 2010, the “auction price of a one-year TCC in the final round of the one-year Sub-Auction” means the auction price of a one-year TCC in the final Stage 1 round of the one-year TCC auction.

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

$$2 \quad \times \quad \text{the amount calculated in accordance with the one-year TCC formula listed below}$$

where:

Pijt = auction 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

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

$$1 \quad \times \quad \text{the amount calculated in accordance with the one-year TCC formula listed below}$$

where:

P_{ijt} = auction 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

- (4) 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 listed below

where:

P_{ijt} = auction 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

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

the amount calculated in accordance with the one-month TCC formula listed below

where:

P_{ijt} = auction 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

for 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 listed 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 listed below

where:

P_{ijt} = auction 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 listed below

where:

P_{ijt} = auction 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 listed below

where:

P_{ijt} = auction 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

for 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 listed 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 listed below

where:

P_{ijt} = auction 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 listed below

where:

P_{ijt} = auction 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

for one-month TCCs:

the amount calculated in accordance with the one-month TCC formula listed below

TCC formulas:

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

$$+1.909 \sqrt{e^{10.9729 + .6514 (\ln(|P_{ijt}| + e)) + .6633 * Zone J}} - .9696 P_{ijt}$$

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

$$+2.565 \sqrt{e^{11.6866 + .4749 (\ln(|p_{ijt}| + e)) + .4856 * Zone J - .0373 Summer}} - .8166 P_{ijt}$$

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

$$+2.221 \sqrt{e^{11.2682 + 0.3221 (\ln(|p_{ijt}| + e)) + 1.3734 * Zone J + 2.00 * Zone K + Month}} - .8152 P_{ijt}$$

where:

P_{ijt} = auction 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	=	0.1065
April	=	-0.3747
May	=	0.8181
June	=	0.2835
July	=	0.5201
August	=	0.7221
September	=	0.242
October	=	0.32
November	=	-0.7681
December	=	-0.3836

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

- or -

- (b) 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:

$$\sum_{n \in N} \left\{ \frac{NAP_n}{90} \times RD_n \right\}$$

where:

NAP = the net amount of Congestion Rents (positive or negative) 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; and

N = the set of TCCs held by the Primary Holder.

26.43.2.4 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 -

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

26.43.2.5 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
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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

26.43.2.6 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.

26.43.2.7 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 each two-month period	=	Western 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
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 97 th percentile of all hourly differentials between the Day-Ahead and Real-Time MCP_{SRh} for Eastern Spinning Reserves for hours in the two-month period of the previous year when the Real-Time MCP_{SRh} for Eastern Spinning Reserves exceeded the Day-Ahead MCP_{SRh} for Eastern Spinning Reserves
Western Price Differential	=	The hourly differential at the 97 th percentile of all hourly differentials between the Day-Ahead and Real-Time MCP_{SRh} for Western Spinning Reserves for hours in the two-month period of the previous year when the Real-Time MCP_{SRh} for Western Spinning Reserves exceeded the Day-Ahead MCP_{SRh} for Western Spinning Reserves
Reserve Activations	=	The number of reserve activations at the 97 th 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 MCP_{RegH} for hours in the two-month period of the previous year when the Real-Time MCP exceeded the Day-Ahead MCP

26.43.3 Calculation of Bidding Requirement

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

- (i) the amount of bidding authorization that the Customer has requested for use in an upcoming ISO-administered TCC auction, which shall account for all positive bids 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 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 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 maximum amount that the Customer may be required to pay for UCAP in the auction.

26.54 Unsecured Credit

A Customer may use Unsecured Credit to satisfy any part of its Operating Requirement or Bidding Requirement other than any credit requirement for bidding on or holding TCCs ~~incurred on or after November 12, 2009. Notwithstanding the preceding sentence, a Customer may use Unsecured Credit to satisfy its credit requirement for holding Fixed Price TCCs obtained pursuant to Section 19.2.1 of Attachment M to the OATT. Affiliate guarantees are considered a form of Unsecured Credit.~~

Upon written request of a Customer, the ISO shall determine the amount of Unsecured Credit to be granted to the Customer, if any, in accordance with the ISO's creditworthiness requirements. Upon a Customer's written request, the ISO will provide a written explanation for any changes in the amount of the Customer's Unsecured Credit.

26.54.1 Eligibility

A Customer may be eligible to receive Unsecured Credit if the Customer meets the following criteria:

(i) Creditworthiness

(a) ___ is an Investment Grade Customer, ~~or~~

(b) ___ is an Unrated Customer that is deemed an Investment Grade Customer pursuant to an Equivalency Rating, or

(c) provides an Affiliate guarantee in compliance with Section 26.5.4 of this Attachment K;

~~and~~AND

(ii) Payment History

- (a) ____ has actively participated in the ISO-Administered markets and paid when due all of its invoices during the immediately preceding six months, or
- (b) ____ has actively participated in the markets of another independent system operator or regional transmission organization and has paid when due all of its invoices during the immediately preceding six months. Any Customer relying on its payment history in another market to fulfill the requirement of this Section 26.54.13(ii)-2 jm must provide evidence satisfactory to the ISO of such payment history.

Notwithstanding the foregoing, a Customer otherwise eligible for Unsecured Credit that fails to respond to the ISO's request to update the Customer's list of Affiliates, within the time frame provided by Section 9.2 of the ISO Services Tariff, shall not be eligible for Unsecured Credit.

26.54.2 Market Concentration Cap

A Customer's Unsecured Credit shall not exceed one hundred and fifty million dollars (\$150M) unless the Customer: (i) is an Investment Grade Customer, (ii) provides evidence to the ISO, in a form satisfactory to the ISO in its sole discretion, that the Customer has a legal right to recover its costs for supplying Energy, Ancillary Services, and Capacity to end-users, and (iii) uses its Unsecured Credit to meet its Native Load Credit Requirements only. For NYPA, Native Load Customers include all wholesale and retail power customers for which NYPA is under contract to provide electric service. A Customer that satisfies all of the conditions in clauses (i), (ii) and (iii) of this Section 26.54.2 may receive Unsecured Credit in excess of one hundred and fifty million dollars (\$150M) but the Customer's Unsecured Credit shall not exceed two hundred and fifty million dollars (\$250M). Once Market Participants approve the indexing methodology

for adjusting these dollar limits, then the indexing methodology will be set forth in ISO Procedures and these dollar limits will be adjusted annually in accordance with that methodology.

26.54.3 Determination of Unsecured Credit

26.54.3.1 Starting Point

The starting point for determining the amount of Unsecured Credit to be granted to an Investment Grade Customer, except as provided otherwise in Section 26.54.3.6 of this Attachment K, shall be a percentage of its Tangible Net Worth, as indicated on the matrix contained in Table K-1, subject to the Market Concentration Cap.

26.54.3.2 Adjustment to Starting Point

The ISO shall conduct a Credit Assessment of the Customer and shall determine the amount of Unsecured Credit that it shall grant to the Customer by adjusting the Customer's starting point in accordance with the following table:

Starting Point Adjustment

Score Bucket	Public Score Range	Private Score Range	Starting Point Adjustment
1	0.00 – 0.33	0.00 – 0.31	0%
2	0.34 – 0.40	0.32 – 0.39	-20%
3	0.41 – 0.45	0.40 – 0.43	-50%
4	0.46 – 0.50	0.44 – 0.48	-80%
5	0.51+	0.49+	-100%

26.54.3.3 Adjustment to Unsecured Credit

- (a) In the event of a change in a Customer's (1) Tangible Net Worth, and/or (2) agency rating, the ISO shall recalculate the Customer's starting point and

Unsecured Credit amount in accordance with Sections 26.54.3.1 and 26.54.3.2 of this Attachment K.

- (b) The ISO may conduct a Credit Assessment of a Customer at any time and adjust the amount of Unsecured Credit granted to the Customer in accordance with the following table:

		Unsecured Credit Adjustment				
		Current Credit Assessment Score Bucket				
Prior Credit Assessment Score Bucket	Score Bucket	1	2	3	4	5
	1	0%	-20%	-50%	-80%	-100%
	2	25%	0%	-38%	-75%	-100%
	3	100%	60%	0%	-60%	-100%
	4	400%	300%	150%	0%	-100%
	5	N/A	N/A	N/A	N/A	N/A

26.54.3.4 Restoration of Unsecured Credit

A Customer that is subject to a 100% reduction of Unsecured Credit shall not be eligible for Unsecured Credit again until the Customer demonstrates two consecutive quarters of financial performance that would otherwise have qualified the Customer for Unsecured Credit in accordance with Sections 26.54.3.1 and 26.54.3.2 of this Attachment K.

26.54.3.5 Credit Assessment

- (a) In performing a Credit Assessment, the ISO shall evaluate specified indicators of credit risk pertaining to a Customer, which indicators will vary depending on whether the Customer is categorized by the ISO as a private entity or a public entity. The ISO shall categorize a Customer as private or public, for Credit Assessment purposes, in accordance with the following criteria:

Primary Criteria	Secondary Criteria	Credit Assessment Category
Standalone public trading company	None	Public
Subsidiary of a public company with its parent company as guarantor	None	Public
Subsidiary of a public company	With assets greater than US\$10B	Public
Subsidiary of a public company	Contributes 50% or more of its parent company's revenues or accounts for 50% or more of its assets	Public
Subsidiary of a public company	Contributes less than 50% of its parent company's revenues or represents less than 50% of its assets	Private
Does not satisfy the criteria listed above	None	Private

- (b) The ISO shall determine the Credit Assessment score for a Customer based upon the market and financial indicators and weightings, as appropriate, set forth below.

Public Entity Indicators	Weight
<ul style="list-style-type: none"> ▪ Market Indicators <ul style="list-style-type: none"> • Absolute CDS Spread 21.3% • Relative Stock Decline from 3 month high 4.3% • Stock Return Volatility (3 month std. deviation) 12.7% ▪ Performance <ul style="list-style-type: none"> • Revenue/Market Cap 12.7% • Retained Earnings/Assets 8.5% ▪ Debt Coverage <ul style="list-style-type: none"> • Total Debt/EBITDA 12.7% ▪ Leverage <ul style="list-style-type: none"> • Debt/(Total Debt + Equity) 8.5% ▪ Liquidity <ul style="list-style-type: none"> • Cash/Assets 4.3% ▪ Qualitative Assessment 15.0% 	
Private Entity Indicators	Weight

- | | |
|---------------------------|-------|
| ▪ Performance | |
| • Return on Assets | 17.5% |
| • Profit Margin | 10.5% |
| ▪ Debt Coverage | |
| • Total Debt/EBITDA | 17.5% |
| ▪ Leverage | |
| • Total Debt/Total Assets | 17.5% |
| ▪ Liquidity | |
| • Cash/Assets | 7.0% |
| ▪ Qualitative Assessment | 30.0% |
- (c) If one or more of the indicators listed above does not exist for a Customer, then the ISO shall, in its sole discretion, reallocate the weight attributed to that indicator either (1) to the remaining indicators proportionately, or (2) entirely to the qualitative assessment indicator.
- (d) The qualitative areas evaluated shall include, but shall not be limited to, the following (as applicable): (1) Affiliate financial and market indicators, (2) ratemaking ability and legal right to fully recover end-user costs, (3) industry characteristics, (4) risk policies and procedures, (5) management quality, (6) ability to access funding in difficult market conditions, and (7) historical relationship and payment history with the ISO. A Transmission Owner that can recover end-user costs pursuant to authority granted by the PSC will receive a qualitative assessment score of no worse than five.

26.54.3.6 Public Power Entities

The following additional provisions shall apply to the determination of a Customer's Unsecured Credit:

- (a) A Public Power Entity shall qualify for one million dollars (\$1M) in Unsecured Credit, without regard for its Tangible Net Worth or Credit Assessment. Once Market Participants approve the indexing methodology for adjusting this dollar

limit, then the indexing methodology will be set forth in ISO Procedures and this dollar limit will be adjusted annually in accordance with that methodology.

Municipal electric systems that operate through a joint action agency or a similar municipal affiliation agreement may aggregate their Unsecured Credit amounts of one million dollars (\$1M) per member such that the joint action agency will have an Unsecured Credit amount equal to the total of the Unsecured Credit amounts of each individual member. Each such agency will qualify for such aggregated Unsecured Credit treatment subject to the ISO's review of the particular affiliation agreement and the ISO's review of documentation submitted by the agency to demonstrate that it has been formed under the pertinent sections of the New York State Municipal Law.

- (b) In lieu of a one million dollar (\$1M) grant of Unsecured Credit, a Public Power Entity may request Unsecured Credit based on its Tangible Net Worth and Credit Assessment. In such case, the ISO will consider the Public Power Entity a private entity for Credit Assessment purposes.
- (c) At its request, a Public Power Entity that (1) is an Investment Grade Customer, (2) fulfills the additional reporting requirements set forth below, and (3) uses its Unsecured Credit to meet its Native Load Credit Requirement only, may qualify for Unsecured Credit, without regard to its Tangible Net Worth or Credit Assessment, equal to the lesser of (x) sixty million dollars (\$60M), or (y) its Native Load Credit Requirement. Once Market Participants approve the indexing methodology for adjusting this dollar limit, then the indexing methodology will be

set forth in ISO Procedures and this dollar limit will be adjusted annually in accordance with that methodology.

To fulfill the additional reporting requirements, a Public Power Entity must submit either (1) quarterly financial statements within 60 days of quarter-end that have been certified for accuracy by a senior officer, or (2) if quarterly financial statements are not typically prepared, then (a) a copy of the current year adopted budget prior to the start of the of the Customer's fiscal year that has been certified for accuracy by a senior officer, and (b) within sixty (60) days of quarter-end, a statement from a senior officer certifying that actual costs have not exceeded budgeted costs by greater than 10%.

26.54.4 Affiliate Guarant~~ees~~ors

26.5.4.1 Eligibility

An Affiliate guarantor shall be subject to the ISO's financial assurance requirements as if the Affiliate guarantor were a Customer and shall be assigned a level of Unsecured Credit, if any.

26.5.4.2 Use for Satisfaction of Minimum Capitalization Requirements

A Customer with an Affiliate guarantee may use an Affiliate guarantor's financial statements to satisfy the capitalization requirement set forth in Section 26.1.1(d) of this Attachment K if (i) the Customer relies on the Affiliate guarantor to obtain Unsecured Credit, (ii) no other Customer relies on the Affiliate guarantor's financial statements to satisfy the capitalization requirement, and (iii) the Affiliate guarantee is unlimited.

26.5.4.3 Form of Affiliate Guarantee

An Affiliate guarantee must be in a form acceptable to the ISO and issued by an Investment Grade U.S. or Canadian Affiliate. A Customer's failure to provide a source of collateral in an amount sufficient to (i) secure its obligations to the ISO and (ii) as applicable, secure its capitalization requirement pursuant to Section 26.1.1(d) of this Attachment K, fifty (50) days prior to the termination of an Affiliate guarantee, which source of collateral shall be guaranteed to remain in effect for a period of not less than one (1) year, shall be a condition of default enabling the ISO to immediately demand payment under the Affiliate guarantee in the amount required to meet Customer's ISO credit requirements plus, where applicable, the amount required to secure Customer's capitalization requirement.

26.54.5 Requests for Changes, Appeals

Requests for changes to the amount of a Customer's Unsecured Credit shall be made in writing to the ISO Credit Manager. Appeals of any decision regarding a Customer's Unsecured Credit shall be made in writing to the ISO's Chief Financial Officer and shall include all necessary supporting documentation. The Chief Financial Officer shall determine all appeals within ten (10) business days.

26.65 ~~Additional Security~~ Use of Collateral

A Customer shall be required to provide collateral, in an acceptable form in accordance with Section 26.6.1, to support its obligations to the ISO to (i) satisfy any credit requirement for bidding on or holding TCCs ~~incurred on or after November 12, 2009~~, and (ii) to the extent that its Operating Requirement and/or Bidding Requirement exceed(s) the total of its Unsecured Credit ~~plus~~ and any existing posted collateral ~~by more than \$10,000. The ISO shall also not accept an Affiliate guarantee to satisfy any credit requirement for bidding on or holding TCCs incurred on or after November 12, 2009. Notwithstanding the preceding sentences, a Customer may use Unsecured Credit to satisfy its credit requirement for holding Fixed Price TCCs obtained pursuant to Attachment M of the OATT.~~

26.65.1 Acceptable Collateral

26.65.1.1 Cash deposit

A cash deposit shall be held in escrow by the ISO, with actual interest earned on the deposit accrued to the Customer's account.

26.65.1.2 Letter of credit

A letter of credit shall be in a form acceptable to the ISO and issued or guaranteed by an approved U.S. or Canadian commercial bank, or an approved U.S. or Canadian branch of a foreign bank, with a minimum "A" rating from Standard & Poor's, Fitch, Moody's, or Dominion. A Customer's failure to provide ~~acceptable source of~~ collateral in an amount sufficient to secure its obligations to the ISO fifty (50) days prior to the termination of a letter of credit, which ~~source of~~ collateral shall be guaranteed to remain in effect for a period of not less

than one (1) year, shall be a condition of default enabling the ISO to immediately draw upon the full value of the letter of credit.

~~26.5.1.3~~ Affiliate Guarantee

~~An Affiliate guarantee must be in a form acceptable to the ISO and issued by an investment grade U.S. or Canadian Affiliate. A Customer's failure to provide a source of collateral in an amount sufficient to secure its obligations to the ISO fifty (50) days prior to the termination of an Affiliate guarantee, which source of collateral shall be guaranteed to remain in effect for a period of not less than one (1) year, shall be a condition of default enabling the ISO to immediately demand payment in the full amount of the Affiliate guarantee.~~

~~26.65.1.34~~ Surety Bonds

A surety bond shall be in a form acceptable to the ISO, payable immediately upon demand without prior demonstration of the validity of the demand, and issued by a U.S. Treasury-listed surety with a minimum "A" rating from A.M. Best. A Customer's failure to provide acceptable source of collateral in an amount sufficient to secure its obligations to the ISO fifty (50) days prior to the termination of a surety bond, which ~~source of~~ collateral shall be guaranteed to remain in effect for a period of not less than one (1) year, shall be a condition of default enabling the ISO to immediately demand payment of the full value of the surety bond.

~~26.65.1.45~~ Netting of Amounts Receivable

~~Upon written notice to the ISO, a~~ Customer may elect to treat as cash collateral the amount that the ISO determines will be owed to the Customer as of the day after the next regular weekly~~monthly~~ payment to the Customer and that will be payable to the Customer in the following regular monthly~~weekly~~ payment; *provided, however,* that (i) any such payment to the

Customer may be adjusted by the ISO as necessary to correct for any error in this determination, and (ii) the Customer first enter into a security agreement with the ISO in a form acceptable to the ISO. At a minimum, the security agreement must grant to the ISO a continuing, first priority security interest in the Customer's ISO receivables and authorize the ISO to file financing statements, as necessary, at Customer's expense, to protect the ISO's interest.

26.65.2 Cash Collateral Investment Alternatives

26.65.2.1 Investment Alternatives

A Customer may elect to deposit some or all of its cash collateral it has posted with the ISO to satisfy its Operating Requirement into one or both of two bond funds: a short-term bond fund ("Short-Term Bond Fund") and an intermediate-term bond fund ("Intermediate-Term Bond Fund") (each a "Bond Fund"). A Customer's election shall be in writing and shall not be changed more than twice each year.

26.65.2.2 Additional Premium

A Customer electing to deposit cash collateral into a Bond Fund shall be required to also deposit a premium above the base amount of cash collateral to protect against fluctuations in the value of the Bond Fund. A 5% premium shall be required for investments in the Short-Term Bond Fund. A 10% premium shall be required for investments in the Intermediate-Term Bond Fund.

26.65.2.3 ISO Monitoring

The ISO shall monitor the value of the Bond Funds at least once each week. If at any time the value of the Customer's account in a Bond Fund reduces by an amount equal to fifty percent (50%) of the premium required for participation in that Bond Fund, or more, the ISO

shall provide the Customer with a notice requesting additional cash collateral to restore the required balance in the Bond Fund. If a Customer fails to provide the additional collateral by 4:00 p.m. on the business day following the NYISO's notice requesting additional cash collateral, the ISO may immediately liquidate the Customer's Bond Fund deposit and transfer the balance to a standard cash collateral deposit account.

26.65.2.4 Example

Assume a Customer has an Operating Requirement of \$300 and elects to place \$100 in the standard cash collateral deposit account; \$100 in the Short-Term Bond Fund; and \$100 in the Intermediate-Term Bond Fund. As such, the Customer would be required to place \$100 in the standard cash collateral deposit account. The Customer would be required to place \$100 plus \$5 (the 5% required premium) for a total of \$105 to participate in the Short-Term Bond Fund. The Customer would be required to place \$100 plus \$10 (the 10% required premium) for a total of \$110 to participate in the Intermediate-Term Bond Fund. Assume further that upon the ISO monitoring, it discovers that the value of the Customer's Short-Term Bond Fund decreased to \$102.50 while the value of the Intermediate-Term Bond Fund remained unchanged. The ISO would then notify the Customer to provide an additional \$2.50 of collateral such that the 5% premium would be met for the Short-Term Bond Fund. If the Customer failed to timely provide the additional collateral, the ISO may then liquidate the \$102.50 balance in the Short-Term Bond Fund and place it in a standard cash collateral deposit account. The Intermediate-Term Bond Fund would remain unaffected.

26.~~56~~.3 Pay-down Agreement

In lieu of providing any collateral or additional collateral otherwise required by the ISO's creditworthiness requirements, a Customer may execute a pay-down agreement with the ISO pursuant to which the Customer shall, upon written demand by the ISO, pay down the amount by which its Operating Requirement, as calculated pursuant to Article 26.3 of this Attachment K, exceeds the amount of its Unsecured Credit and any existing collateral. The ISO shall accept payment from a Customer at any time, but such payment shall eliminate the Customer's collateral requirements only if the payment is made pursuant to a pay-down agreement.

26.~~65~~.4 Alternative Security Arrangements

Alternative security arrangements substantially similar to the credit requirements set forth in this Attachment K may be made in exigent circumstances to protect the financial position of the ISO if proposed by the Customer and approved by the ISO.

26.76 Additional Financial Assurance Policies for Virtual Transactions

26.76.1 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.

26.76.2 Suspension

If, at any time ~~during the regular monthly billing cycle~~, 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 ~~during the regular monthly billing cycle~~, 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.

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

26.87.1 Suspension

- (i) If, at any time ~~during the regular monthly billing cycle~~, 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 ~~during the regular monthly billing cycle~~, 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.

26.98 Additional Financial Assurance Policies for Wholesale Transmission Service Charges

26.98.1 Application of Security

In the event a Transmission Owner declares a certain WTSC overdue and satisfies the requirements specified in Section 26.98.2 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.

26.98.2 Prerequisites to NYISO Action

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

- 26.98.2.1 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;

26.98.2.2 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;

26.98.2.3 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

26.98.2.4 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 26.98.3 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).

26.98.3 NYISO Action

On the first business day after the ISO has received the notice that satisfies the requirements listed in Section 26.98.2.4 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.

26.98.4 Transmission Owner Indemnification to the NYISO

As a prerequisite for ISO action listed in Section 26.98.3 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.

26.10 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.

26.911 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:

$$\text{RCC} = (\text{AFA} \times \text{F}) + (\text{ASA} \times \text{S})$$

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 ~~NY~~ISO-~~a~~Administered ~~M~~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.

26.120 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 26.12, 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%
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Appendix K-1 - Form Of Customer Prepayment Agreement

THIS PREPAYMENT AGREEMENT, effective as of [date] (“Prepayment Agreement”) is entered into by and between the New York Independent System Operator, Inc. (“NYISO”) and [full legal name of customer] (“Customer”). Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to those terms in the Open Access Transmission Tariff (“OATT”) or the Market Administration and Control Area Services Tariff (“Services Tariff”), as context requires.

1. Prepayment to Reduce Operating Requirement. Customer agrees to make a payment each week for purchases of Energy and Ancillary Services (“Prepayment”) in order to reduce the Energy and Ancillary Services Component of its Operating Requirement pursuant to Section 26.43.2.1 of Attachment K of the Services Tariff.
2. Prepayment Amount. The amount of each Prepayment (“Prepayment Amount”) shall be the NYISO’s reasonable estimate, based on the charges incurred by Customer during the previous week, of the charges that Customer will incur during the ~~following~~next calendar week for purchases of Energy and Ancillary Services in the NYISO-administered markets. The initial Prepayment Amount is \$[amount]. NYISO shall inform Customer of any change in the Prepayment Amount not later than 11:00 A.M. EST on the last business day prior to the day on which the next Prepayment is due. Amounts owed to Customer by NYISO in regular ~~monthly~~weekly settlements shall not reduce or offset the Prepayment Amount.
3. Manner and Timing of Payment. Customer shall make each Prepayment not later than 4:00 P.M. EST on the ~~first-second~~ business day after the NYISO requests Prepayment of the week by wire transfer, or other payment method, if any, authorized by ISO Procedures, to the account designated by NYISO.
4. Supplemental Payment. In the event that NYISO determines that a Prepayment is less than the charges incurred or estimated to be incurred by Customer for purchases of Energy and Ancillary Services in the week for which the Prepayment is made, Customer shall make a supplemental payment upon written demand by NYISO. NYISO shall specify in its demand the amount of the supplemental payment and the time for such payment to be made; *provided, however*, that the payment shall not be due sooner than 4:00 P.M. EST on the next business day.
5. Overpayment. In the event that NYISO determines that a Prepayment exceeds the charges incurred or estimated to be incurred by Customer for purchases of Energy and Ancillary Services in the week for which the Prepayment is made, NYISO shall credit the difference toward Customer’s next Prepayment and shall notify Customer of the revised Prepayment Amount.
6. Termination. Customer may terminate this Prepayment Agreement upon ten (10) days written notice to NYISO. NYISO may terminate this Prepayment Agreement immediately upon written notice to the Customer in the event that Customer fails to perform in strict accordance with the terms hereof. In addition, this Prepayment Agreement shall terminate upon any amendment of the OATT or the Services Tariff that eliminates the prepayment mechanism thereunder or requires material modification of this Prepayment Agreement.

7. Regular ~~Monthly-Weekly~~ Settlements. Nothing in this Prepayment Agreement shall alter the obligation of Customer or NYISO to pay amounts owed in accordance with the NYISO's regular ~~monthly-weekly~~ settlement process pursuant to the terms of the OATT and the Services Tariff, which amounts shall be net of payments made pursuant to this Prepayment Agreement.

8. Interest. Customer shall not earn interest on its Prepayments. NYISO shall apply any interest actually earned on Prepayments to offset NYISO costs otherwise recovered through Schedule 1 of the OATT and Rate Schedule 1 of the Services Tariff.

9. Communications. All communications pursuant to this Prepayment Agreement shall be in writing, deemed effective when received, and delivered by hand with receipt of delivery, registered mail, or facsimile with confirmation of receipt to the following addresses:

NYISO:

Attn: Credit Manager

New York Independent System Operator, Inc.

10 Krey Boulevard

Rensselaer, New York 12144

Fax: (518) 356-7505

Customer:

Attn: _____

Fax: _____

NYISO or Customer may change the address provided for receipt of communications pursuant to this Prepayment Agreement by providing written notice to the other party.

10. Expenses. Customer shall pay all reasonable costs incurred by NYISO to enforce this Prepayment Agreement, including attorney fees and expenses.

11. Amendment and Waiver. The terms and provisions of this Prepayment Agreement may not be amended or waived except in writing and signed by NYISO and Customer.

12. Entire Agreement. This Prepayment Agreement embodies the entire agreement between NYISO and Customer with respect to the matters set forth herein, and supersedes all prior such agreements.

13. Severability. Should any provision of this Prepayment Agreement be determined by a court of competent jurisdiction to be unenforceable, all of the other provisions shall remain effective.

14. Choice of Law; Jurisdiction; Venue; and Service of Process. This Prepayment Agreement shall be governed by the laws of the State of New York without regard to conflict of laws principles. Customer irrevocably submits to the jurisdiction of any New York court or any United States court sitting in New York over any action or proceeding arising out of or relating

to this Prepayment Agreement and irrevocably agrees that all claims in such action or proceeding may be heard and determined by such court. Customer agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Customer waives any objection to venue on the basis of forum non conveniens. Customer irrevocably consents to the service of process in any action or proceeding by the mailing of copies of such process to Customer at its address set forth herein. Customer agrees that any action or proceeding brought against NYISO shall be brought only in a New York court or a United States court sitting in New York. Nothing herein shall affect the right of NYISO to bring any action or proceeding against the Customer or its property in the courts of any other jurisdictions.

15. Waiver of Jury Trial. CUSTOMER IRREVOCABLY, VOLUNTARILY, AND WITH ADVICE OF COUNSEL WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING IN CONNECTION WITH THIS PREPAYMENT AGREEMENT.

IN WITNESS WHEREOF, NYISO and Customer have caused this Prepayment Agreement to be executed by their respective authorized officials.

New York Independent System Operator, Inc.

By:
Name:
Title:

[Customer]

By:
Name:
Title:

30.4 Market Monitoring Unit

30.4.1 Mission of the Market Monitoring Unit

The Market Monitoring Unit's goals are (1) to ensure that the markets administered by the ISO function efficiently and appropriately, and (2) to protect both consumers and participants in the markets administered by the ISO by identifying and reporting Market Violations, market design flaws and market power abuses to the Commission in accordance with Sections 30.4.5.3 and 30.4.5.4 below.

30.4.2 Retention and Oversight of the Market Monitoring Unit

The Board shall retain a consulting or other professional services firm, or other similar entity, to advise it on the matters encompassed by Attachment O and to carry out the responsibilities that are assigned to the Market Monitoring Unit in Attachment O. The Market Monitoring Unit selected by the Board shall have experience and expertise appropriate to the analysis of competitive conditions in markets for electric capacity, energy and ancillary services, and financial instruments such as TCCs, and to such other responsibilities as are assigned to the Market Monitoring Unit under Attachment O, and must also have sufficient resources and personnel to be able to perform the Core Functions and other assigned functions.

The Market Monitoring Unit shall be accountable to the non-management members of the Board, and shall serve at the pleasure of the non-management members of the Board.

30.4.3 Market Monitoring Unit Ethics Standards

The Market Monitoring Unit, including all persons employed thereby, shall comply at all times with the ethics standards set forth below. The Market Monitoring Unit ethics standards set forth below shall apply in place of the standards set forth in the ISO's OATT Attachment F Code

of Conduct, and/or the more general policies and standards that apply to consultants retained by the ISO.

30.4.3.1 The Market Monitoring Unit and its employees must have no material affiliation with any Market Party or Affiliate of any Market Party.

30.4.3.2 The Market Monitoring Unit and its employees must not serve as an officer, employee, or partner of a Market Party.

30.4.3.3 The Market Monitoring Unit and its employees must have no material financial interest in any Market Party or Affiliate of a Market Party. Ownership of mutual funds by Market Monitoring Units and their employees that contain investments in Market Parties or their Affiliates is permitted so long as: (a) the fund is publicly traded; (b) the fund's prospectus does not indicate the objective or practice of concentrating its investment in Market Parties or their Affiliates; and (c) the Market Monitoring Unit/Market Monitoring Unit employee does not exercise or have the ability to exercise control over the financial interests held by the fund.

30.4.3.4 The Market Monitoring Unit and its employees are prohibited from engaging in transactions in the markets administered by the ISO, other than in the performance of duties under the ISO's Tariffs. This provision shall not, however, prevent the Market Monitoring Unit, or its employees, from purchasing electricity, power and Energy as retail customers for their own account and consumption.

30.4.3.5 The Market Monitoring Unit and its employees must not be compensated, other than by the ISO, for any expert witness testimony or other commercial

services, in connection with any legal or regulatory proceeding or commercial transaction relating to the ISO or to the markets that the ISO administers.

30.4.3.6 The Market Monitoring Unit and its employees may not accept anything that is of more than *de minimis* value from a Market Party.

30.4.3.7 The Market Monitoring Unit and its employees must advise the Board in the event they seek employment with a Market Party, and must disqualify themselves from participating in any matter that could have an effect on the financial interests of that Market Party until the outcome of the matter is determined.

30.4.3.8 If the Market Monitoring Unit or any of its employees provide services to entities other than the ISO, the Market Monitoring Unit shall provide to the ISO's Board, and shall regularly update, a list of such entities and services. When the Market Monitoring Unit issues an opinion, report or recommendation to, for or addressing the ISO or the markets it administers that relates to, or could reasonably be expected to affect, an entity (other than the ISO) to which the Market Monitoring Unit or its employees provide services, the Market Monitoring Unit shall inform the ISO's Board of the opinion, report or recommendation it has issued, and that its opinion, report or recommendation relates to, or could reasonably be expected to affect, an entity to which the Market Monitoring Unit or its employees provide services.

30.4.4 Duties of the Market Monitoring Unit

The Market Monitoring Unit shall advise the Board, shall perform the Core Functions specified in Section 30.4.5 of Attachment O, and shall have such other duties and responsibilities

as are specified in Attachment O. The Market Monitoring Unit may, at any time, bring any matter to the attention of the Board that the Market Monitoring Unit may deem necessary or appropriate for achieving the purposes, objectives and effective implementation of Attachment O.

The Market Monitoring Unit shall not participate in the administration of the ISO's Tariffs, except for performing its duties under Attachment O. The Market Monitoring Unit shall not be responsible for performing purely administrative duties, such as enforcement of late fees or Market Party reporting obligations, that are not specified in Attachment O. The Market Monitoring Unit may (i) provide, or assist the ISO's efforts to develop, the inputs required to conduct mitigation, and (ii) assist the ISO's efforts to conduct "retrospective" mitigation (*see* Order 719 at PP. 369, 375) that does not change bids or offers (including physical bid or offer parameters) at or before the time such bids or offers (including physical bid or offer parameters) are considered in the ISO's market solution.

30.4.5 Core Market Monitoring Functions

The Market Monitoring Unit shall be responsible for performing the following Core Functions:

30.4.5.1 Evaluate existing and proposed market rules, tariff provisions and market design elements and recommend proposed rule and tariff changes to the ISO, to the Commission's Office of Energy Market Regulation staff, and to other interested entities, including the New York Public Service Commission, and participants in the ISO's stakeholder governance process. Provided that:

30.4.5.1.1 The Market Monitoring Unit is not responsible for systematic review of every tariff and market rule; its role is monitoring, not audit.

30.4.5.1.2 The Market Monitoring Unit is not to effectuate its proposed market design itself.

30.4.5.1.3 The Market Monitoring Unit's role in recommending proposed rule and Tariff changes is advisory in nature, unless a Tariff provision specifically concerns actions to be undertaken by the Market Monitoring Unit itself.

30.4.5.1.4 The Market Monitoring Unit must limit distribution of issues or concerns it identifies, and its recommendations to the ISO and to Commission staff in the event it believes broader dissemination could lead to exploitation. Limited distributions should include an explanation of why further dissemination should be avoided at that time.

30.4.5.2 Review and report on the performance of the wholesale markets to the ISO, the Commission, and other interested entities such as the New York Public Service Commission and participants in its stakeholder governance process on at least a quarterly basis, and issue a more comprehensive annual state of the market report. The Market Monitoring Unit may issue additional reports as necessary.

30.4.5.2.1 In order to perform the Core Functions, the Market Monitoring Unit shall perform daily monitoring of the markets that the ISO administers. The Market Monitoring Unit's daily monitoring shall include monitoring of virtual bidding.

30.4.5.2.2 The Market Monitoring Unit shall submit drafts of each of its reports to the ISO for review and comment sufficiently in advance of the report's issuance to provide an effective opportunity for review and comment by the ISO. The Market Monitoring Unit may disregard any suggestions with which it disagrees.

The ISO may not alter the reports prepared by the Market Monitoring Unit, nor dictate the Market Monitoring Unit's conclusions.

30.4.5.3 Identify and notify the Commission staff of instances in which a Market Party's or the ISO's behavior may require investigation, including, but not limited to, suspected Market Violations.

30.4.5.3.1 Except as provided in Section 30.4.5.3.2 below, in compliance with § 35.28(g)(3)(iv) of the Commission's regulations (or any successor provisions thereto) the Market Monitoring Unit shall submit a non-public referral to the Commission in all instances where it has obtained sufficient credible information to believe a Market Violation has occurred. Once the Market Monitoring Unit has obtained sufficient credible information to warrant referral to the Commission, the Market Monitoring Unit shall immediately refer the matter to the Commission and desist from further investigation of independent action related to the alleged Market Violation, except at the express direction of the Commission or Commission staff. The Market Monitoring Unit may continue to monitor for repeated instances of the reported activity by the same or other entities and shall respond to requests from the Commission for additional information in connection with the alleged Market Violation it has referred.

30.4.5.3.2 The Market Monitoring Unit is not required to refer the actions (or failures to act) listed in this Section 30.4.5.3.2 to the Commission as Market Violations, because they have: (i) already been reported by the ISO as a Market Problem under Article 3.5.1 of the ISO Services Tariff; and/or (ii) because they pertain to actions or failures that: (a) are expressly set forth in the ISO's Tariffs;

(b) involve objectively identifiable behavior; and (c) trigger a sanction or other consequence that is expressly set forth in the ISO Tariffs and that is ultimately appealable to the Commission. The actions (or failures to act) that are exempt from mandatory referral to the Commission are:

- 30.4.5.3.2.1 failure to meet a Contract or Non-Contract CRIS MW Commitment pursuant to Sections 25.7.11.1.1 and 25.7.11.1.2 of Attachment S to the ISO OATT that results in a charge or other a sanction under Section 25.7.11.1.3 of Attachment S of the ISO OATT;
- 30.4.5.3.2.2 Black Start performance that results in reduction or forfeitures of payments under Rate Schedule 5 to the ISO Services Tariff;
- 30.4.5.3.2.3 any failure by the ISO to meet the deadlines for completing System Impact Studies, or any failure by a Transmission Owner to meet the deadlines for completing Facilities Studies, under Sections 3.7 and 4.5 of the ISO OATT that results in the filing of a notice and/or the imposition of sanctions under those provisions;
- 30.4.5.3.2.4 failure of a Market Party to comply with the ISO's creditworthiness requirements set forth in Attachment K of the ISO Services tariff, or other action, that triggers sanctions under Section 7.5 of the ISO Services Tariff or Section 2.7.5 of the ISO OATT, specifically: (i) failure of a Market Party to make timely payment under Section 7.2.2 of the ISO Services Tariff or Section 2.7.3.2 of the ISO OATT that triggers a sanction under Sections 7.5.3(i) or 7.5.3(iv) of the ISO Services Tariff, or Sections 2.7.5.3(i), 2.7.5.3(iv), or 2.7.5.4 of the ISO OATT; (ii) failure of a Market Party to comply with a demand for additional credit support

under Article 26.65 of Attachment K of the ISO Services Tariff that triggers a sanction under Section 7.5.3(i) of the ISO Services Tariff or Section 2.7.5.3(i) of the ISO OATT; (iii) failure of a Market Party to cure a default in another ISO/RTO market under Sections 7.5.3(iii) of the ISO Services Tariff, or Section 2.7.5.3(iii) of the ISO OATT that triggers a sanction under either of those tariff provisions; (iv) failure of a Market Party that has entered into a Prepayment Agreement with the ISO under Appendix K-1 to Attachment K to the ISO Services Tariff to make payment in accordance with the terms of the Prepayment Agreement that triggers a sanction under the Prepayment Agreement or 7.5.3(i) of the ISO Services Tariff; and (v) failure of a Market Party to make timely payment on two occasions within a rolling twelve month period under Section 7.5.3(iv) of the ISO Services Tariff, or Section 2.7.5.3(iv) of the ISO OATT that triggers a sanction under either of those provisions.

30.4.5.3.2.5 bidding in a manner that results in a penalty under Section 23.4.3.3.4 of the Market Mitigation Measures.

30.4.5.3.2.6 submission of inaccurate fuel type information into the Day-Ahead Market that results in a penalty under Section 23.4.3.3.3.3 of the Market Mitigation Measures.

30.4.5.3.2.7 submission of inaccurate fuel type and/or fuel price information into the Real-Time Market that results in a penalty under Section 23.4.3.3.3.4 of the Market Mitigation Measures.

To the extent the above list enumerates specific Tariff provisions, the exclusions specified above shall also apply to re-numbered and/or successor provisions thereto. The Market

Monitoring Unit is not precluded from referring any of the activities listed above to the Commission.

30.4.5.4 Identify and notify the Commission staff of perceived market design flaws that could be effectively remedied by rule or tariff changes.

30.4.5.4.1 In compliance with § 35.28(g)(3)(v) of the Commission's regulations (or any successor provisions thereto) the Market Monitoring Unit shall submit a referral to the Commission when the Market Monitoring Unit has reason to believe that a market design flaw exists, that the Market Monitoring Unit believes could effectively be remedied by rule or tariff changes.

30.4.5.4.1.1 If the Market Monitoring Unit believes broader dissemination of the possible market design flaw, and its recommendation could lead to exploitation, the Market Monitoring Unit shall limit distribution of its referral to the ISO and to the Commission. The referral shall explain why further dissemination should be avoided.

30.4.5.4.1.2 Following referral of a possible market design flaw, the Market Monitoring Unit shall continue to provide to the Commission additional information regarding the perceived market design flaw, its effects on the market, any additional or modified observations concerning the Market Monitoring Unit's proposed market rule or tariff change, any recommendations made by the Market Monitoring Unit to the ISO, its stakeholders, Market Parties or state public service commissions regarding the perceived market design flaw, and any actions taken by the ISO regarding the perceived market design flaw.

30.4.6 Market Monitoring Unit Responsibilities Set Forth Elsewhere in the ISO's Tariffs

30.4.6.1 Supremacy of (Attachment O)

Provisions addressing the Market Monitoring Unit, its responsibilities and its authority, have been centralized in Attachment O. However, provisions that address the Market Monitoring Unit can also be found in the Market Mitigation Measures that are set forth in Attachment H to the ISO Services Tariff, and elsewhere in the ISO's Tariffs. In the event of any inconsistency between the provisions of Attachment O and any other provision of the ISO OATT, the ISO Services Tariff, or any of their attachments and schedules, with regard to the Market Monitoring Unit, its responsibilities and its authority, the provisions of Attachment O shall control.

30.4.6.2 Market Monitoring Unit responsibilities set forth in the Market Mitigation Measures

30.4.6.2.1 The ISO and its Market Monitoring Unit shall monitor the markets the ISO administers for conduct that the ISO or the Market Monitoring Unit determine constitutes an abuse of market power but that does not trigger the thresholds specified in the Market Mitigation Measures for the imposition of mitigation measures by the ISO. If the ISO identifies or is made aware of any such conduct, and in particular conduct exceeding the thresholds for presumptive market effects specified in Section 23.3.2.3 of the Market Mitigation Measures, it shall make a filing under § 205 of the Federal Power Act, 16 U.S.C. § 824d (1999) ("§ 205") with the Commission requesting authorization to apply appropriate mitigation measures. Any such filing shall identify the particular conduct the ISO believes warrants mitigation, shall propose a specific mitigation

measure for the conduct, shall incorporate or address the recommendation of its Market Monitoring Unit, and shall set forth the ISO's justification for imposing that mitigation measure. The Market Monitoring Unit's reporting obligations are specified in Sections 30.4.5.3 and 30.4.5.4 of Attachment O. *See* Market Mitigation Measures Section 23.1.2.

30.4.6.2.2 The ISO and the Market Monitoring Unit shall monitor the ISO Administered Markets for other categories of conduct, whether by a single firm or by multiple firms acting in concert, that have material effects on prices or guarantee payments in an ISO Administered Market. *See* Market Mitigation Measures Section 23.2.4.4.

30.4.6.2.3 If (i) the ISO determines, following consultation with the Market Party and review by the Market Monitoring Unit, that the Market Party or its representative has, over a time period of at least one week, submitted inaccurate fuel type or fuel price information that was, taken as a whole, biased in the Market Party's favor, *then* the ISO shall cease using the fuel type and fuel price information submitted to the ISO's Market Information System along with the Generator's Bid(s) to develop reference levels for the affected Generator(s) in the relevant (Day-Ahead or real-time) market for the durations specified in Sections 23.1.4.7.8.1, 23.3.1.4.7.8.2, and 23.3.1.4.7.8.3 of the Mitigation Measures. *See* Section 23.3.1.4.7.8 of the Market Mitigation Measures

30.4.6.2.4 When it has the capability to do so, the ISO shall determine the effect on prices or guarantee payments of questioned conduct through the use of sensitivity analyses performed using the ISO's SCUC, RTC and RTD computer models, and

such other computer modeling or analytic methods as the ISO shall deem appropriate following consultation with its Market Monitoring Unit. *See* Market Mitigation Measures Section 23.3.2.2.1.

30.4.6.2.5 Pending development of the capability to use automated market models, the ISO, following consultation with its Market Monitoring Unit, shall determine the effect on prices or guarantee payments of questioned conduct using the best available data and such models and methods as they shall deem appropriate. *See* Market Mitigation Measures Section 23.3.2.2.2.

30.4.6.2.6 If through the application of an appropriate index or screen or other monitoring of market conditions, conduct is identified that (i) exceeds an applicable threshold, and (ii) has a material effect, as specified above, on one or more prices or guarantee payments in an ISO Administered Market, the ISO shall, as and to the extent specified in Attachment O or in Section 23.3.3.2 of the Market Mitigation Measures, contact the Market Party engaging in the identified conduct to request an explanation of the conduct. If a Market Party anticipates submitting bids in a market administered by the ISO that will exceed the thresholds specified in Section 23.3.1 of the Market Mitigation Measures for identifying conduct inconsistent with competition, the Market Party may contact the ISO to provide an explanation of any legitimate basis for any such changes in the Market Party's bids. If a Market Party's explanation of the reasons for its bidding indicates to the satisfaction of the ISO that the questioned conduct is consistent with competitive behavior, no further action will be taken. Market Parties shall ensure that the information they submit to the ISO, including but not

limited to fuel price and fuel type information, is accurate. Except as set forth in Section 23.3.1.4.7.7 of the Market Mitigation Measures, the ISO may not retroactively revise a reference level to reflect additional fuel costs if a Market Party or its representative did not timely submit accurate fuel cost information. Unsupported speculation by a Market Party does not present a valid basis for the ISO to determine that Bids that a Market Party submitted are consistent with competitive behavior, or to determine that submitted costs are appropriate for inclusion in the ISO's development of reference levels. Consistent with Sections 30.6.2.2 and 30.6.3.2 of the Plan, the Market Party shall retain the documents and information supporting its Bids and the costs it proposes to include in reference levels. A preliminary determination by the ISO shall be provided to the Market Monitoring Unit for its review and comment, and the ISO shall consider the Market Monitoring Unit's recommendations before the ISO issues its decision or determination to the Market Party. Upon request, the ISO shall consult with a Market Party or its representative with respect to the information and analysis used to determine reference levels under Section 23.3.1.4 of the Market Mitigation Measures for that Market Party's Generator(s). If cost data or other information submitted by a Market Party indicates to the satisfaction of the ISO that the reference levels for that Market Party's Generator(s) should be changed, revised reference levels shall be proposed by the ISO, communicated to the Market Monitoring Unit for its review and comment and, following the ISO's consideration of any recommendation that the Market Monitoring Unit is able to timely provide, communicated to the Market Party, and implemented by the ISO

as soon as practicable. Changes to reference levels addressed pursuant to the terms of Section 23.3.3.1.4 of the Market Mitigation Measures shall be implemented on a going-forward basis commencing no earlier than the date that the Market Party's consultation request is received. *See* Market Mitigation Measures Sections 23.3.3.1.1 through 23.3.3.1.5.

30.4.6.2.7 With regard to a Market Party's request for consultation that satisfies the requirements of Sections 23.3.3.3.1.4 and 23.3.3.3.1.7 of the Market Mitigation Measures, and consistent with the duties assigned to the ISO in Section 23.3.3.3.1.7.1 of the Market Mitigation Measures, a preliminary determination by the ISO regarding the Market Party's consultation request shall be provided to the Market Monitoring Unit for its review and the ISO shall consider the Market Monitoring Unit's recommendations in reaching its decision. *See* Market Mitigation Measures Section 23.3.3.3.1.7.1 and 23.3.3.3.1.7.2.

30.4.6.2.8 Reasonably in advance of the deadline for submitting offers in an External Reconfiguration Market and in accordance with the deadlines specified in ISO Procedures, the Responsible Market Party for External Sale UCAP may request the ISO to provide a projection of ICAP Spot Auction clearing prices for the New York City Locality over the Comparison Period for the External Reconfiguration Market. Prior to completing its projection of ICAP Spot Auction clearing prices for the New York City Locality over the Comparison Period for the External Reconfiguration Market, the ISO shall consult with the Market Monitoring Unit regarding such price projection. *See* Market Mitigation Measures Section 23.4.5.4.3.

30.4.6.2.9 Prior to reaching its decision regarding whether the presumption of control of Unforced Capacity has been rebutted, the ISO shall provide its preliminary determination to the Market Monitoring Unit for review and comment. *See* Market Mitigation Measures Section 23.4.5.5.

30.4.6.2.10 Any proposal or decision by a Market Participant to retire or otherwise remove an Installed Capacity Supplier from the In-City Unforced Capacity market, or to de-rate the amount of Installed Capacity available from such supplier, may be subject to audit and review by the ISO if the ISO determines that such action could reasonably be expected to affect Market-Clearing Prices in one or more ICAP Spot Market Auctions for the New York City Locality subsequent to such action. Such an audit or review shall assess whether the proposal or decision has a legitimate economic justification or is based on an effort to withhold Installed Capacity physically in order to affect prices. The ISO shall provide the preliminary results of its audit or review to the Market Monitoring Unit for its review and comment. *See* Market Mitigation Measures Section 23.4.5.6.

30.4.6.2.11 When evaluating a request by a Developer or Interconnection Customer pursuant to Section 23.4.5.7 of the Market Mitigation Measures, the ISO shall seek comment from the Market Monitoring Unit on matters relating to the determination of price projections and cost calculations. *See* Market Mitigation Measures Section 23.4.5.7.

30.4.6.3 Market Monitoring Unit responsibilities set forth in the ISO Services Tariff

30.4.6.3.1 The ICAP Demand Curve periodic review schedule and procedures shall provide an opportunity for the Market Monitoring Unit to review and comment on the draft request for proposals, the independent consultant's report, and the ISO's proposed ICAP Demand Curves. *See* ISO Services Tariff Section 5.14.1.2.5.

30.4.6.4 Market Monitoring Unit responsibilities set forth in the Rate Schedules to the ISO Services Tariff.

30.4.6.4.1 Responsibilities related to the Regulation Service Demand Curve

In order to respond to operational or reliability problems that arise in real-time, the ISO may procure Regulation Service at a quantity and/or price point different than those specified in Section 15.3.7 of Rate Schedule 3 to the ISO Services Tariff. The ISO shall post a notice of any such purchase as soon as reasonably possible and shall report on the reasons for such purchases at the next meeting of its Business Issues Committee. The ISO shall also immediately initiate an investigation to determine whether it is necessary to modify the quantity and price points specified above to avoid future operational or reliability problems. The ISO will consult with its Market Monitoring Unit when it conducts this investigation.

If the ISO determines that it is necessary to modify the quantity and/or price points specified above in order to avoid future operational or reliability problems it may temporarily modify them for a period of up to 90 days. If circumstances reasonably allow, the ISO will consult with its Market Monitoring Unit, the Business Issues Committee, the Commission, and the PSC before implementing any such modification. In all circumstances, the ISO will consult with those entities as soon as reasonably possible after implementing a temporary modification.

After the first year the Regulation Service Demand Curve is in place, the ISO shall perform periodic reviews, subject to the scope requirement specified in Section 15.3.7 of Rate Schedule 3 to the ISO Services Tariff, and the Market Monitoring Unit shall be given the opportunity to review and comment on the ISO's periodic reviews of the Regulation Service Demand Curve. *See* Section 15.3.7 of Rate Schedule 3 to the ISO Services Tariff.

30.4.6.4.2 Responsibilities related to the Operating Reserves Demand Curves

In order to respond to operational or reliability problems that arise in real-time, the ISO may procure any Operating Reserve product at a quantity and/or price point different than those specified in Section 15.4.7 of Rate Schedule 4 to the ISO Services Tariff. The ISO shall post a notice of any such purchase as soon as reasonably possible and shall report on the reasons for such purchases at the next meeting of its Business Issues Committee. The ISO shall also immediately initiate an investigation to determine whether it is necessary to modify the quantity and price points specified above to avoid future operational or reliability problems. The ISO will consult with its Market Monitoring Unit when it conducts this investigation.

If the ISO determines that it is necessary to modify the quantity and/or price points specified in Section 15.4.7 of Rate Schedule 4 to the ISO Services Tariff in order to avoid future operational or reliability problems it may temporarily modify them for a period of up to 90 days. If circumstances reasonably allow, the ISO will consult with its Market Monitoring Unit, the Business Issues Committee, the Commission, and the PSC before implementing any such modification. In all circumstances, the ISO will consult with those entities as soon as reasonably possible after implementing a temporary modification.

After the first year the Operating Reserves Demand Curves are in place, the ISO shall perform periodic reviews, subject to the scope requirement specified in Section 15.4.7 of Rate

Schedule 4 to the ISO Services Tariff, and the Market Monitoring Unit shall be given the opportunity to review and comment on the ISO's periodic reviews of the Operating Reserve Demand Curves. *See* Section 15.4.7 of Rate Schedule 4 to the ISO Services Tariff.

30.4.6.5 Market Monitoring Unit responsibilities set forth in the Attachments to the ISO Services Tariff (other than the Market Mitigation Measures).

30.4.6.5.1 Responsibilities related to Transmission Shortage Cost

The ISO may periodically evaluate the Transmission Shortage Cost to determine whether it is necessary to modify the Transmission Shortage Cost to avoid future operational or reliability problems. The ISO will consult with its Market Monitoring Unit after it conducts this evaluation.

If the ISO determines that it is necessary to modify the Transmission Shortage Cost in order to avoid future operational or reliability problems the resolution of which would otherwise require recurring operator intervention outside normal market scheduling procedures, in order to avoid among other reliability issues, a violation of NERC Interconnection Reliability Operating Limits or System Operating Limits, it may temporarily modify it for a period of up to 90 days, provided however the ISO shall file such change with the Commission pursuant to § 205 of the Federal Power Act within 45 days of such modification. If circumstances reasonably allow, the ISO will consult with its Market Monitoring Unit, the Business Issues Committee, the Commission, and the PSC before implementing any such modification. In all circumstances, the ISO will consult with those entities as soon as reasonably possible after implementing a temporary modification and shall explain the reasons for the change. *See* Section 17.1.4 of Attachment B to the ISO Services Tariff.

30.4.6.5.2 Responsibilities under Appendix 4 to the Operating Protocol for the Implementation of Commission Opinion No. 476 (the “Operating Protocol”)

The ISO and PJM and their Market Monitoring Units shall, to the extent compatible with their respective tariffs and with any other market monitoring procedures that they have filed with the Commission:

30.4.6.5.2.1 Conduct such investigations as may be necessary to ensure that gaming, abuse of market power, or similar activities do not take place with regard to power transfers under the 600/400 MW contracts;

30.4.6.5.2.2 Conduct investigations that go into the region of the other ISO jointly with the ISO, PJM and both Market Monitoring Units;

30.4.6.5.2.3 Inform each other of any such investigations; and

30.4.6.5.2.4 Share information related to such investigations, as necessary to conduct joint investigations, subject to the requirements of Section C of Appendix 4 to the Operating Protocol and Section 30.6.6 of Attachment O.

See Section A of Appendix 4 to Attachment M-1 to the ISO Services Tariff.

30.4.6.6 Market Monitoring Unit responsibilities set forth in the ISO OATT

30.4.6.7 Market Monitoring Unit responsibilities set forth in the Rate Schedules to the ISO OATT

30.4.6.8 Market Monitoring Unit responsibilities set forth in the Attachments to the ISO OATT

30.4.6.8.1 Responsibilities related to Transmission Shortage Cost

The ISO may periodically evaluate the Transmission Shortage Cost to determine whether it is necessary to modify the Transmission Shortage Cost to avoid future operational or reliability

problems. The ISO will consult with its Market Monitoring Unit after it conducts this evaluation.

If the ISO determines that it is necessary to modify the Transmission Shortage Cost in order to avoid future operational or reliability problems the resolution of which would otherwise require recurring operator intervention outside normal market scheduling procedures, in order to avoid among other reliability issues, a violation of NERC Interconnection Reliability Operating Limits or System Operating Limits, it may temporarily modify it for a period of up to 90 days, provided however the ISO shall file such change with the Commission pursuant to §205 of the Federal Power Act within 45 days of such modification. If circumstances reasonably allow, the ISO will consult with its Market Monitoring Unit, the Business Issues Committee, the Commission, and the PSC before implementing any such modification. In all circumstances, the ISO will consult with those entities as soon as reasonably possible after implementing a temporary modification and shall explain the reasons for the change. *See* Section 17.1.4 of Attachment B to the Services Tariff.

30.4.6.8.2 Following the Management Committee vote, the draft Reliability Needs Assessment (RNA), with working group, Operating Committee, and Management Committee input, will be forwarded to the ISO Board for review and action. Concurrently, the draft RNA will be provided to the Market Monitoring Unit for its review and consideration of whether market rules changes are necessary to address an identified failure, if any, in one of the ISO's competitive markets. *See* Section 31.2.3.2 of Attachment Y to the ISO OATT.

30.4.6.8.3 Following the Management Committee vote, the draft Comprehensive Reliability Plan (CRP), with working group, Operating Committee, and

Management Committee input, will be forwarded to the ISO Board for review and action. Concurrently, the draft CRP will also be provided to the Market Monitoring Unit for its review and consideration of whether market rule changes are necessary to address an identified failure, if any, in one of the ISO's competitive markets. *See* Section 31.2.6.2 of Attachment Y to the ISO OATT.

30.4.6.8.4 Following the Management Committee vote, the draft Congestion Analysis and Resource Integration Study (CARIS), with Business Issues Committee and Management Committee input, will be forwarded to the ISO Board for review and action. Concurrently, the draft CARIS will be provided to the Market Monitoring Unit for its review and consideration. *See* Section 31.3.2.2 of Attachment Y to the ISO OATT.

30.4.6.9 Market Monitoring Unit responsibilities set forth in other documents that have been formally filed with the Commission.

30.4.7 Availability of Data and Resources to Market Monitoring Unit

30.4.7.1 The ISO shall ensure that the Market Monitoring Unit has sufficient access to ISO resources, personnel and market data to enable the Market Monitoring Unit to carry out its functions under Attachment O. Consistent with Section 30.6.1 of Attachment O, the Market Monitoring Unit shall have complete access to the ISO's databases of market information.

30.4.7.2 Any data created by the Market Monitoring Unit, including but not limited to reconfiguration of the ISO's data, will be kept within the exclusive control of the Market Monitoring Unit. The Market Monitoring Unit may share the data it creates, subject to the limitations on distribution of and obligation to protect the

confidentiality of Protected Information that are contained in Attachment O, the ISO Services Tariff, and the ISO's Code of Conduct.

30.4.7.3 Where data outside the ISO's geographic footprint would be helpful to the Market Monitoring Unit in carrying out its duties, the Market Monitoring Unit should seek out that data (with assistance from the ISO, where appropriate).