

**17      Attachment K – Reservation of Certain Transmission Capacity and LBMP  
Transition Period**

## **17.1 General Description of Existing Transmission Capacity Reservations**

This Attachment describes (i) the treatment of Existing Transmission Agreements (“ETA”), including Transmission Wheeling Agreements (“TWA”), Third Party Transmission Wheeling Agreements (“Third Party TWA”), and Transmission Facility Agreements (“TFA”), (ii) the treatment of Grandfathered Rights and Grandfathered TCCs arising out of such Existing Transmission Agreements, and (iii) the creation of Existing Transmission Capacity for Native Load.

Nothing in this Attachment K shall impact the rights of parties to make Section 205 filings pursuant to the FPA to amend, terminate, or otherwise modify ETAs or, for agreements not subject to FERC jurisdiction, the rights of parties to amend, terminate, or otherwise modify ETAs.

## **17.2 TWA, Third Party TWA, and TFA Treatment; ETCNL Creation**

### **17.2.1 TWAs between Transmission Owners Associated with Generators or Power Supply Contracts (Modified Wheeling Agreements)**

**17.2.1.1** Each TWA between Transmission Owners associated with a Generator or a power supply contract was converted into a Modified Wheeling Agreement (“MWA”) on or around the start-up of the ISO. Such TWAs converted to MWAs are listed in Attachment L, Table 1A, where the “Treatment” column is denoted as “MWA.” The terms and conditions of each of these TWAs shall remain unchanged by the conversion except as follows:

- (i) the MWA customer had the option of retaining Grandfathered Rights or converting those Grandfathered Rights to Grandfathered TCCs pursuant to Section 17.2.5;
- (ii) the rights and obligations under the MWA shall be assignable, in whole or in part, with the transfer of a Generator or rights under a power supply contract to an assignee that satisfies reasonable creditworthiness standards;
- (iii) the MWA customer or the assignee will continue to pay the embedded cost-based rate for Transmission Service in accordance with Section 17.4.
- (iv) the MWA customer shall have to pay for losses under this ISO OATT in accordance with Section 17.5, and the Transmission Owner shall not charge the MWA customer or the assignee of the MWA for losses to the extent they are provided under this ISO OATT;
- (v) the payments under MWAs related to Grandfathered Rights and Grandfathered TCCs do not include the costs of Ancillary Services as provided in Section 17.6,

and customers under these agreements will be responsible for Ancillary Services consistent with the provisions of Section 17.6; and

- (vi) the corresponding MWA will be terminated to the extent the MWA is to transmit Energy from a Generator, upon the retirement of the associated Generator, the termination of the associated power supply contract, or such other date specified in the MWA by mutual agreement of the parties to the MWA.

**17.2.1.2** As long as each MWA customer retains Grandfathered Rights or Grandfathered TCCs, it must maintain all MWAs from each associated Point of Injection of the Generator or the NYCA Interconnection with another Control Area to the corresponding Point of Withdrawal of the Load served by the MWA or at the NYCA Interconnection with another Control Area. The Point of Injection may be designated as the “Point of Receipt,” or similar, under the MWA. The Point of Withdrawal may be designated as the “Point of Delivery,” or similar, under the MWA.

## **17.2.2 Third Party TWAs**

**17.2.2.1** Each existing Third Party TWA, each of which is listed in Attachment L, Table 1A, where the “Treatment” column is denoted as “Third Party TWA” will remain in effect in accordance with its terms and conditions, including provisions governing modification or termination, except that the Third Party TWA customer had the option of:

- (i) retaining Grandfathered Rights; or
- (ii) converting the Grandfathered Rights to Grandfathered TCCs pursuant to Section 17.2.5; or

- (iii) terminating the existing agreement (if the terms and conditions allowed for termination) and obtaining Transmission Service subject to the rates, terms, and conditions of this ISO OATT.

**17.2.2.2** As long as each Third Party TWA customer retains Grandfathered Rights or Grandfathered TCCs, it must maintain all Third Party TWAs from each associated Point of Injection of the Generator or the NYCA Interconnection with another Control Area to the corresponding Point of Withdrawal of the Load served by the Third Party TWA or at the NYCA Interconnection with another Control Area.

**17.2.2.3** Each Third Party TWA customer, whether it elects Grandfathered TCCs or Grandfathered Rights, shall have the right to inject Energy at the specified Point of Receipt and withdraw it at the specified Point of Delivery in designated amounts without application of a TSC.

### **17.2.3 Other TWAs Between Transmission Owners**

On or around ISO start-up, certain TWAs between the Transmission Owners were terminated. These TWAs are listed in Attachment L, Table 1A, where the “Treatment” column is denoted as “Terminated,” and no rights or obligations shall be associated with such terminated TWAs pursuant to this ISO OATT.

### **17.2.4 Transmission Facilities Agreements**

Existing TFAs containing no provisions for transmission service require no modifications. These agreements are listed in Attachment L, Table 2.

TFAs are listed in Attachment L, Table 1A, where the “Treatment” column is denoted as “Facility Agmt - MWA.” These TFAs will remain in effect in accordance with their terms and conditions, including any provision governing modification or termination.

#### **17.2.5 Grandfathered Rights and Grandfathered TCCs Created from MWAs, Third Party TWAs, and TFAs**

**17.2.5.1** Each MWA customer, Third Party TWA customer, and TFA customer (such customers being listed as the “requestor” in Attachment L, Table 1A):

- (i) was initially deemed to hold a Grandfathered Right with the Point of Injection, Point of Withdrawal, termination date, and other terms of the ETA which Grandfathered Right shall (unless converted to a Grandfathered TCC) continue in effect pursuant to the terms of the ETA, subject to Section 17.9; and
- (ii) was permitted to convert such Grandfathered Right into a Grandfathered TCC until the date that was the earlier of two weeks prior to the first Centralized TCC Auction or six weeks prior to the start-up of the ISO, which Grandfathered TCC shall continue in effect consistent with the terms of the ETA, subject to Section 17.9.

**17.2.5.2** Grandfathered Rights may no longer be converted to Grandfathered TCCs. Grandfathered TCCs may not be converted to Grandfathered Rights.

**17.2.5.3** For the Third Party TWAs listed in Attachment L, Table 1A, contract numbers 55-62, 65-66, 73-82, 84-92, 98-114, 150-190, each specific individual municipal or cooperative electrical system listed in each such ETA shall be deemed to be the Third Party TWA customer for purposes of holding

Grandfathered Rights or Grandfathered TCCs in specified amounts between specified Points of Injection and Points of Withdrawal. Those Grandfathered Rights or Grandfathered TCCs are the Grandfathered Rights or Grandfathered TCCs of the municipal or cooperative. Whether Grandfathered Rights or Grandfathered TCCs are held by the municipal or cooperative, it thereby waives all rights under the Federal Power Act associated with NYPA's obligation to secure transmission wheeling arrangements on its behalf associated with the Third Party TWA rights elections.

#### **17.2.6 Existing Transmission Capacity for Native Load**

Certain transmission capacity associated with the use of a Transmission Owner's own system to serve its own load was designated as Existing Transmission Capacity for Native Load ("ETCNL") as shown on Table 3 of Attachment L.

Such ETCNL shall not be increased above the megawatt (MW) amounts noted in Attachment L, Table 3. The requirements and procedures relating to ETCNL reduction are set forth in Attachment M of the ISO OATT.

### **17.3 Congestion Terms Applicable to Grandfathered Rights and Grandfathered TCCs Under MWAs, TFAs, and Third Party TWAs**

#### **17.3.1 Congestion Charge Relief Associated with Grandfathered Rights**

Each holder of Grandfathered Rights has the right to inject power at one specified bus and take power at another specified bus up to amounts reflected in Attachment L, Table 1A, without having to pay the Congestion Component of the TUC, but only to the extent it schedules (in accordance with applicable ISO Procedures) the injection and withdrawal Day-Ahead and is on schedule. If the holder of the Grandfathered Right does not schedule Energy Day-Ahead or inject or withdraw Energy, it will not receive (or pay) any Congestion Rents associated with the Transaction. If the holder of a Grandfathered Right schedules Day-Ahead and/or transacts for a portion of the Grandfathered Rights that are retained, it will not receive any compensation for the unused transmission capacity. If the holder of a Grandfathered Right transmits Energy without scheduling it Day-Ahead (in accordance with applicable ISO Procedures) or exceeds the amounts specified in Attachment L, Table 1A, the customer will pay the real-time TUC for all Energy transmitted under the Transaction exceeding the Day-Ahead schedule or the number of MW of Grandfathered Rights. This TUC will include real-time Congestion Rents.

#### **17.3.2 Congestion Rents Collectible for Grandfathered TCCs**

Each holder of Grandfathered TCCs shall receive (or pay, when negative congestion occurs) the Day-Ahead Congestion Rent associated with its Grandfathered TCCs pursuant to Attachment N, but will be subject to the service provisions of the ISO Tariff, including the duty to pay for (i) Congestion Rent, and (ii) Marginal Losses for use of the transmission system in accordance with the provisions of the ISO OATT.



**17.4. Obligation to Pay Contractually Agreed Transmission Rates; Relief from TSC**

**17.4.1 MWA Customers and TFA Customers to Continue to Pay Contractually Agreed Transmission Rates**

Each MWA or TFA customer shall continue to pay the Transmission Owner rates set forth in the MWA or TFA. Rates under each MWA or TFA shall be based on embedded cost, and these embedded cost rates may be updated, if allowed for in the terms and conditions of each MWA or TFA. The MWA customer or TFA customer or its assignee shall pay the Transmission Owner directly.

**17.4.2 Third Party TWA Customers to Continue to Pay Contractually Agreed Transmission Rates**

Subject to Section 17.6, each Third Party TWA customer will pay the Transmission Owner transmission charges in accordance with the terms and conditions of the Third Party TWA, including any provisions governing modification or termination. The Third Party TWA customer or its assignee shall pay the Transmission Owner directly.

**17.4.3 Transmission Service Charge Relief**

Each MWA, Third Party TWA, or TFA customer, whether it elected Grandfathered TCCs or Grandfathered Rights pursuant to Section 17.2.5, shall have the right to inject Energy at the specified Point of Injection and withdraw it at the specified Point of Withdrawal in designated amounts without application of a TSC, provided that the MWA, Third Party TWA, or TFA customer schedules it pursuant to applicable ISO Procedures.

## **17. 5. Responsibility For Losses**

### **17.5.1 MWA Customers and TFA Customers to Pay Losses**

**17.5.1.1** Each MWA customer or TFA customer, irrespective of whether it chose Grandfathered Rights or Grandfathered TCCs under Section 17.2.5, shall pay the ISO for losses under this ISO OATT. The Transmission Owner shall not charge for losses under the MWA or TFA to the extent the losses are provided under this ISO OATT. The MWA customer or TFA customer will pay or receive payment for losses between the Point of Injection and the Point of Withdrawal under the MWA or TFA listed in Attachment L, Table 1A, as calculated in accordance with this ISO OATT.

**17.5.1.2** To the extent losses on the Transmission Owner's system are not provided under this ISO OATT, the Transmission Owner may charge for losses unless prohibited from doing so under the MWA or TFA.

### **17.5.2 Third Party TWA Customers to Pay Losses**

**17.5.2.1** Each Third Party TWA customer, irrespective of whether it chose Grandfathered Rights or Grandfathered TCCs under Section 17.2.5, shall pay the ISO for losses under the ISO OATT. The Transmission Owner shall not charge for losses under the Third Party TWA to the extent the losses are provided under this ISO OATT. The Third Party TWA customer will pay or receive payment for losses between the Points of Injection and Points of Withdrawal under the Third Party TWA listed in Attachment L, Table 1A, as calculated in accordance with this ISO OATT.

**17.5.2.2** To the extent losses on the Transmission Owner's system are not provided under this OATT, the Transmission Owner may charge for losses, unless prohibited from doing so under the Third Party TWA.

## **17.6 Responsibility for Ancillary Services**

Irrespective of whether an ETA is a MWA, Third Party TWA or a TFA, or whether a customer thereunder elected Grandfathered Rights or Grandfathered TCCs, the customer shall be responsible for payment for any applicable Ancillary Services that shall be provided pursuant to this ISO OATT.

## **17.7 LBMP Transition Period and Payment**

At the present time, the Member Systems do not have sufficient data to calculate the LTPP term of the TSC formula. This provision shall only become effective upon the filing of such data and the determination of the LTPP payments with the Commission. Prior to such filing, the LTPP will be set to zero.

A “LBMP Transition Period” shall be established under which the Investor-Owned Transmission Owners shall be subject to a schedule of fixed monthly transmission payments (“LBMP Transition Period Payments” or “LTPP”). These payments will occur for the period commencing with the start of the first Centralized TCC Auction and continuing for a period of five (5) years following implementation of both the Day-Ahead and Real-Time Markets. The formula for calculating the LTPP is shown below. The LTPP calculation is based upon the differences between each Investor-Owned Transmission Owner’s net transmission revenues and expenses under the current NYPP system and the proposed restructured NYPP system utilizing LBMP. The specific factors include: (1) the amount of transmission revenues/expenses eliminated through the termination of some TWAs including existing net Transmission Fund (“T-Fund”) distributions in effect under the current NYPP pricing mechanism; (2) estimated Congestion Rents to be paid under LBMP; (3) revenues received from the distribution of Net Congestion Rents and the sale of TCCs; and (4) transmission revenues received from off-system sales. The LTPP to be paid or received by the Investor-Owned Transmission Owners during the LBMP Transition Period are designed to offset the net effect of these revenues and expenses.

The LTPP will be calculated once for the entire LBMP Transition Period within thirty (30) days after the initial Centralized TCC Auction. The sum of all LTPPs for the Investor-Owned Transmission Owners shall be zero.

The formula for the calculation of the LTPP for each Investor-Owned Transmission Owner is as follows:

$$\text{LTPP} = \text{RTA} + \text{CR} - \text{SR}_1 - \text{SR}_2 - \text{CRR} - \text{ROS}$$

Where:

**RTA** = Net reduction in revenue resulting from the termination of existing transmission wheeling agreements, effective upon LBMP implementation;

**CR** = Estimated Congestion Rents to be incurred under LBMP;

**SR<sub>1</sub>** = Revenues from the Direct Sale of Original Residual TCCs and Grandfathered TCCs by Transmission Owners prior to the first Centralized TCC Auction, which are valued at the Market Clearing Prices from the first Centralized TCC Auction;

**SR<sub>2</sub>** = Actual revenues from the allocation of TCC sales revenues from the first Centralized TCC Auction;<sup>1</sup>

**CRR** = Estimated revenues received from the ownership of TCCs, based on the results from the first Centralized TCC Auction and Imputed Revenues from Grandfathered Rights; and

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<sup>1</sup> For the purposes of calculating the LTPP, each Original Residual TCC shall be valued at a weighted average of the prices determined in Stage 1 of the Centralized TCC Auction. The weighted average shall be computed by multiplying the fraction of total transmission capability offered for sale in Stage 1 of the Auction that will be offered for sale in that round, as determined by the Transmission Providers, and the Market Clearing Price of that TCC in that round, summed over all Stage 1 rounds. The price at which Transmission Providers sell Original Residual TCCs through sales prior to the Centralized TCC Auction shall not affect the calculation of the LTPP. NYPA's NTAC (See Attachment H) shall be calculated by valuing their Original Residual TCCs at the greater of the market value of a TCC, as determined by this weighted average of the Market Clearing Prices of that TCC in Stage 1 of the Centralized TCC Auction, or the price at which NYPA sells the Original Residual TCCs through sales prior to the Centralized TCC Auction, if it chooses to do so.

**ROS** = Transmission revenues received from off-system sales, as reported in FERC Form 1.

All estimates or forecasts used to determine each LTPP are subject to unanimous agreement among the Investor-Owned Transmission Owners; absent unanimous agreement, they may unanimously agree to submit to mediation or arbitration; absent this latter agreement, then each such Transmission Owner reserves its rights under the FPA to justify or protest LTPP estimates or forecasts.

The LTPP will be based on the latest available FERC Form 1 data for transmission revenues and expenses.

## **17.8 Sale or Other Transfer of Grandfathered Rights and Grandfathered TCCs**

### **17.8.1 Transfers of Grandfathered Rights**

An ETA customer will not be permitted to resell or transfer Grandfathered Rights unless permitted in the existing agreements, except as noted in Section 17.2.1.1(ii).

### **17.8.2 Transfers of Grandfathered TCCs**

**17.8.2.1** Grandfathered TCCs may be transferred (whether through sale or otherwise) in the same manner in which other types of TCCs may be transferred pursuant to Attachment M; provided, however, if a Transmission Owner sells Grandfathered TCCs, the Transmission Owner shall do so either through Direct Sales or through Centralized TCC Auctions or Reconfiguration Auctions, as provided in Attachment M of the ISO OATT.

**17.8.2.2** To the extent a Grandfathered TCC is transferred (other than in connection with the assignment of the underlying ETA), the relief from the Transmission Service Charge (as provided in Section 17.4.3) and the obligation to pay the transmission charges set forth in an ETA (as provided in Section 17.4.1 and Section 17.4.2) shall continue to apply to the ETA customer, and such rights and obligations shall not transfer with the transfer of the Grandfathered TCC.

### **17.8.3 Appointment of Settlement Agent is Not a Transfer**

A holder of a Grandfathered Right or Grandfathered TCC may appoint the party indicated in Attachment L, Table 1A, in the column labeled “Requestor” to hold the Grandfathered Right or Grandfathered TCC for the ultimate benefit of the ETA customer, and such parties shall be



deemed to be the holder of the Grandfathered Right or Grandfathered TCC. The holding by such party shall not be deemed a transfer.

**17.9 Basis for Settlements; Procedures for Revising Information Necessary for Grandfathered Right and Grandfathered TCC Settlements**

**17.9.1 ISO to Make GFR/GFTCC Settlements Based on Information Made Available Through Established Procedures**

**17.9.1.1** The ISO shall maintain on its website a list of all Accepted Revisions, including the date each such Accepted Revision took effect. The ISO shall also maintain on its website a copy of Attachment L, Table 1A that will be updated from time to time to reflect Accepted Revisions.

**17.9.1.2** Notwithstanding other provisions of the ISO Tariffs, but subject to Sections 17.9.1.3, 17.9.1.4, 17.9.1.5 the ISO shall base Settlements pertaining to Grandfathered Rights and Grandfathered TCCs (and conduct Centralized TCC Auctions and administer other processes pertaining to Grandfathered Rights and Grandfathered TCCs) on information listed in Attachment L, Table 1A, and on Accepted Revisions then in effect; provided, however:

- (i) the ISO shall administer Reconfiguration Auctions and Centralized TCC Auctions on the basis of information listed in Table 1A and Accepted Revisions in effect thirty (30) or more days prior to the first round of the relevant auction and the ISO shall not include more recent changes; provided, however, see provisions in 17.9.1.3; and
- (ii) the ISO shall perform Net Congestion Rent calculations under Attachment N of the ISO OATT on the basis of Table 1A and Accepted Revisions in effect thirty (30) or more days prior to the initial ISO calculation of the related allocation factors and the ISO shall not include more recent changes; and

- (iii) the ISO shall process requests for Historic Fixed Price TCCs pursuant to Attachment M, on the basis of information listed in Table 1A and Accepted Revisions in effect thirty (30) or more days prior to the deadline for submitting the documentation necessary to request an Historic Fixed Price TCC; provided, however, for requests for Historic Fixed Price TCCs based on Accepted Revisions in effect fewer than 30 days prior to the deadline or following the deadline for submitting the documentation necessary to request an Historic Fixed Price TCC, see 17.9.1.3.

**17.9.1.3** If an Accepted Revision, pursuant to which the ISO may offer an entity an Historic Fixed Price TCC, is in effect fewer than 30 days prior to the deadline or following the deadline for submitting the documentation necessary to request an Historic Fixed Price TCC, the ISO shall:

- (i) As provided for in the ISO Transmission Congestion Contracts Manual, use the specified period of time (“reasonable period”) to expeditiously determine eligibility of the entity and, if eligible, offer the entity an Historic Fixed Price TCC pursuant to Attachment M and process its request for, or decline of, an Historic Fixed Price TCC;
- (ii) Base settlements pertaining to Grandfathered Rights and Grandfathered TCCs pursuant to the terms of the Accepted Revision. Settlements pertaining to Grandfathered TCC or Grandfathered Right will reflect the termination of, or other change in, the Grandfathered TCC or Grandfathered Right provided by the Accepted Revision, except as otherwise provided in 17.9 and Attachment M;

- (iii) Hold the Transmission Capacity made available by the Accepted Revision out of Centralized TCC Auctions and Reconfiguration Auctions until it is determined that the party is not eligible for an Historic Fixed Price TCC or declines the Historic Fixed Price TCC, or elects an effective date for the Historic Fixed Price TCC of the first day of the following Capability Period. As appropriate, the transmission capacity made available by the Accepted Revision will be released into the first Reconfiguration Auction or Centralized TCC Auction that occurs 30 days or more after the terms of the Accepted Revision make it available. If the entity elects some or all its Historic Fixed Price TCC, the ISO shall not release Transmission Capacity made available by the Accepted Revision into a Reconfiguration Auction or Centralized TCC Auction to the extent it supports the Historic Fixed Price TCC.

**17.9.1.4** If a signatory to the ETA provides notification and documentation pursuant to Section 17.9.3 that supports a change in an ETA or a change in Attachment L information, or entitlement to an Historic Fixed Price TCC, that was effective prior to a Settlement, the ISO shall make adjustments to the Settlement, in accordance with and to the extent permitted by the billing and payment provisions of the ISO OATT.

**17.9.1.5** A termination of an ETA based on the occurrence of an event, which event is described in the cells of Attachment L, Table 1A, and a change to information in the cells of Attachment L, Table 1A, which change is related to a footnote to Table 1A that informs, supplements or modifies information in the cells of Table 1A, shall be in effect as an Accepted Revision after the ISO receives written

notification of the occurrence of the event or the change to information in the cells of Attachment L, Table 1A from a signatory to the ETA in accordance with the provisions of Section 17.9.3.

### **17.9.2 Responsibility for Providing Revised Information**

The signatories to an ETA shall notify the ISO of any revisions to Table 1A information that may impact Settlements (and TCC related processes), including the termination of an ETA based on the occurrence of an event, in accordance with the provisions of Section 17.9.3. The signatories to an ETA shall also notify the ISO of any revisions to information in the cells of Attachment L, Table 1A, which revision may impact Settlements (and TCC related processes) and which is related to a footnote to Table 1A that informs, supplements, or modifies information in the cells of Table 1A.

### **17.9.3 Process for Making Accepted Revisions Other than Accepted Revisions Pursuant to Section 17.9.1.4**

**17.9.3.1**      *Non-NYPA/LIPA ETAs (Accepted Revision Due to ETA Amendment).* For an ETA in which neither NYPA nor LIPA is the provider of service, a proposed revision to Attachment L, Table 1A pursuant to an amendment of the underlying ETA will be in effect as an Accepted Revision as of the start of the second day following the day that (i) the ISO has received a written notification of a change in the ETA from a signatory to the ETA in accordance with ISO Procedures, and (ii) the ISO has received a FERC order approving the change; *provided, however*, settlements and the administration of other processes pertaining to Grandfathered Rights and Grandfathered TCCs will be made in accordance with the provisions of Section 17.9.1.

**17.9.3.2** *Non-NYPA/LIPA ETAs (Accepted Revision Not Due to ETA Amendment).*

For ETAs in which neither NYPA nor LIPA is the provider of service, a proposed revision to Attachment L, Table 1A to make it consistent with the existing terms of an ETA will be in effect as an Accepted Revision as of the start of the second day following the day that: (i) the ISO has received a written notification of a change in the Table 1A information from a signatory to the ETA in accordance with ISO Procedures and confirmation that a copy of the notification has been provided to all other signatories to the ETA, and a copy thereof, and (ii) the ISO has received FERC orders, copies of the relevant agreement(s) (including amendments thereto), or other information relevant to the change; *provided, however*, settlements and the administration of other processes pertaining to Grandfathered Rights and Grandfathered TCCs will be made in accordance with the provisions of Section 17.9.1. If the ISO receives notification from any signatory to the ETA that it objects to the requested change in the information in Table 1A, the ISO will immediately notify the party requesting the change and the ISO will not implement the requested change until the disagreement between the signatories has been resolved pursuant to the dispute resolution provisions of the ETA or by an appropriate legal authority.

**17.9.3.3** *NYPA/LIPA ETAs.* For ETAs in which NYPA or LIPA is the provider of service, a proposed revision to Attachment L, Table 1A pursuant to an amendment of a transmission agreement or to make Table 1A consistent with the existing terms of a transmission agreement will be in effect as an Accepted Revision as of the start of the second day following the day that (i) the ISO has

received a written notification of a change in the ETA or change in Attachment L information from a signatory to the ETA in accordance with ISO Procedures and confirmation that a copy of the notification has been provided to all other signatories to the ETA, and a copy thereof, and (ii) the ISO has received copies of the relevant agreement(s) (including amendments thereto) or other information relevant to the change; *provided, however*, settlements and the administration of other processes pertaining to Grandfathered Rights and Grandfathered TCCs will be in accordance with the provisions of Section 17.9.1. If the ISO receives notification from any signatory to the ETA that it objects to the requested change in the information in Table 1A, the ISO will immediately notify the party requesting the change and the ISO will not implement the requested change until the disagreement between the signatories has been resolved pursuant to the dispute resolution provisions of the ETA or by an appropriate legal authority.

**17.9.3.4**        *ISO to Notify Market.* The ISO shall provide reasonable notice to all Customers when it receives written notification of a change to Table 1A information pursuant to Section 17.9.1.4 or Sections 17.9.3.1(i), 17.9.3.2(i), or 17.9.3.3(i).

**17.9.3.5**        *ISO Responsibility for Review.* In receiving written notification of a proposed revision to Attachment L, Table 1A and copies of information related to such change, the ISO will process the Accepted Revision strictly on the basis of the receipt of such information and the representations it receives from the parties to the ETA.

#### **17.9.4 Accepted Revisions to be Incorporated into Attachment L**

The ISO shall biannually present revisions to Attachment L, Table 1A to stakeholders for filing with the Commission to reflect Accepted Revisions posted on the ISO website; *provided, however,* that the ISO shall have no obligation to propose revisions to Table 1A if no Accepted Revisions have been posted on the ISO website.