

## 1.1 Definitions - A

**Actual Energy Injections:** Energy injections that are measured using a revenue-quality real-time meter.

**Actual Energy Withdrawals:** Energy withdrawals which are either: (1) measured with a revenue-quality real-time meter; (2) assessed (in the case of LSEs serving retail customers where withdrawals are not measured by revenue-quality real-time meters) on the basis provided for in a Transmission Owner's retail access program; or (3) calculated (in the case of wholesale customers where withdrawals are not measured by revenue-quality real-time meters), until such time as revenue-quality real-time metering is available on a basis agreed upon by the unmetered wholesale customers. For purposes of the allocation of the ISO annual budgeted costs pursuant to Rate Schedule 1 of this ISO OATT, withdrawals shall also include the absolute value of negative withdrawals by Load for behind the meter generation.

**Advance Reservation:** (1) A reservation of transmission service over the Cross-Sound Scheduled Line that is obtained in accordance with the applicable terms of Schedule 18 and the Schedule 18 Implementation Rule of the ISO New England Inc. Transmission, Markets and Services Tariff, or in accordance with any successors thereto; or (2) A right to schedule transmission service over the Neptune Scheduled Line that is obtained in accordance with the rules and procedures established pursuant to Section 38 of the PJM Interconnection, L.L.C. Open Access Transmission Tariff and set forth in a separate service schedule under the PJM Interconnection, L.L.C. Open Access Transmission Tariff; or (3) A right to schedule transmission service over the Linden VFT Scheduled Line that is obtained in accordance with the rules and procedures established pursuant to Section 38 of the PJM Interconnection, L.L.C. Open Access Transmission Tariff and set forth in a separate service schedule under the PJM Interconnection, L.L.C. Open Access Transmission Tariff.

**Affiliate:** With respect to a person or entity, any individual, corporation, partnership, firm, joint venture, association, joint-stock company, trust or unincorporated organization, directly or indirectly controlling, controlled by, or under common control with, such person or entity. The term "control" shall mean the possession, directly or indirectly, of the power to direct the management or policies of a person or an entity. A voting interest of ten percent or more shall create a rebuttable presumption of control.

**Ancillary Services:** Those services that are necessary to support the transmission of Capacity and Energy from resources to Loads while maintaining reliable operation of the NYS Transmission System in accordance with Good Utility Practice.

**Annual Transmission Costs:** The total annual cost of the Transmission System for purposes of Network Integration and Point-to-Point Transmission Services shall be the amount specified in Attachment H until amended by the Transmission Owners or modified by the Commission.

**Annual Transmission Revenue Requirement:** The total annual cost for each Transmission Owner (other than LIPA) to provide transmission service subject to review and acceptance by FERC or other authority.

**Application:** A request ~~to receive by an Eligible Customer for~~ Transmission Service by an Eligible Customer pursuant to the provisions of this Tariff that includes all information reasonably requested by the ISO.

**Automatic Generation Control (“AGC”):** The automatic regulation of the power output of electric generating facilities within a prescribed range in response to a change in system frequency, or tie-line loading, to maintain system frequency or scheduled interchange with other areas within predetermined limits.

**Availability:** A measure of time that a generating facility, transmission line or other facility is or was capable of providing service, whether or not it actually is in-service.

**Available Generating Capacity:** Generating Capacity that is on line to serve Load and/or provide Ancillary Services, or is capable of initiating start-up for the purpose of serving Transmission Customers or providing Ancillary Services, within thirty (30) minutes.

**Available Reserves:** For purposes of determining the Real-Time Locational Based Marginal Price in any Real-Time Dispatch interval: the capability of all Suppliers that submit Energy Bids to provide Spinning Reserves, Non-Synchronized 10-Minute Reserves, and 30-Minute Reserves in that interval, and in the relevant location, and the quantity of recallable external ICAP energy sales in that interval.

**Available Transfer Capability (“ATC”):** A measure of the Transfer Capability remaining in the physical transmission network for further commercial activity over and above already committed uses. ATC is defined as the Total Transfer Capability, less Transmission Reliability Margin, less the sum of existing transmission commitments, (which includes retail customer service) less the Capacity Benefit Margin. The amount reserved to support existing transmission commitments is defined in the Existing Transmission Agreements and Existing Transmission Capacity for Native Load in Attachment L.

## 1.4 Definitions - D

**DADRP Component:** As defined in the ISO 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 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 the commitment request by a Transmission Owner in order to meet the reliability needs of the Transmission Owner's local system which request was made known to the ISO prior to the close of the Day-Ahead Market.

**Decremental Bid:** A monotonically increasing Bid Price 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.

**Delivering Party:** The entity supplying Capacity and Energy to be transmitted at Point(s) of Receipt.

**Demand Side Resources:** A Resource that results in the control of a Load in a responsive, measurable, and verifiable manner and within time limits established in 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.

## 1.5 Definitions - E

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

**East of Central-East Excluding Long Island:** An electrical area comprised of Lead 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 Land Zones F, G, H, I, as identifies 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.

**Eligible Customer:** (i) An entity that is engaged, or proposes to engage, in the wholesale or retail electric power business ~~Any~~including any electric utility, ~~(including the Transmission Owner and any~~ power marketer), Federal power marketing agency, or any person generating Energy for sale for resale is an Eligible Customer under the Tariff. Electric energy sold or produced by such entity may be electric energy produced in the United States, Canada or Mexico. However, with respect to transmission service that the Commission is prohibited from ordering by Section 212(h) of the Federal Power Act, such entity is eligible only if the service is provided pursuant to a state requirement that the Transmission Owner offer the unbundled ~~Transmission~~ ~~s~~Service, or pursuant to a voluntary offer of such service by the Transmission Owner. (ii) Any retail customer taking unbundled transmission service pursuant to a state requirement that the Transmission Owner offer the transmission service, or pursuant to a voluntary offer of such service by the Transmission Owner, is an Eligible Customer under the Tariff.

## 1.16 Definitions - P

**Part 1:** Tariff Section 1 pertaining to Definitions.

**Part 2:** Tariff Section 2 pertaining to Common Service Provisions.

**Part 3:** Tariff Section 3 pertaining to Point-To-Point Transmission Service in conjunction with the applicable Common Service Provisions of Part 2 and appropriate Schedules and Attachments.

**Part 4:** Tariff Section 4 pertaining to Network Integration Transmission Service in conjunction with the applicable Common Service Provisions of Part 2 and appropriate Schedules and Attachments.

**Part 5:** OATT Section 5 – Special Provisions for retail access and the Individual Retail Access Plans

**Party or Parties:** The ISO and the Transmission Customer receiving service under the Tariff.

**Performance Tracking System:** A system designed to report metrics for Generators and Loads which include but are not limited to actual output and schedules (See Rate Schedule 3 of the ISO Services Tariff). This system is used by the ISO to measure compliance with criteria associated with the provision of Energy and Ancillary Services.

**Point(s) of Delivery:** Point(s) on the NYS Transmission System where ~~Capacity, Energy, and Ancillary Services~~ transmitted by the ISO will be made available to the Receiving Party Transmission Customer under the ISO Tariffs. The Point(s) of Delivery shall be specified in the Bid, Bilateral Transaction schedule, or similar entry. ~~(Same as Point of Withdrawal.)~~

**Point(s) of Injection (“POI”):** The point(s) on the NYS Transmission System where Energy, ~~Capacity~~ and Ancillary Services will be made available to the ISO by the Delivering Party Customer or Transmission Customer under the ISO Tariffs. The Point(s) of Injection shall be specified in the Bid, Bilateral Transaction schedule, or similar entry. ~~(Same as Point of Receipt.)~~

**Point(s) of Receipt:** Point(s) of interconnection on the NYS Transmission System where ~~Capacity, Energy, and Ancillary Services~~ will be made available to the ISO by the Delivering Party Transmission Customer under the ISO Tariffs. The Point(s) of Receipt shall be specified in the Bid, Bilateral Transaction schedule, or similar entry. ~~(Same as Point of Injection.)~~

**Point(s) of Withdrawal (“POW”):** The point(s) on the NYS Transmission System where Energy, ~~Capacity and Ancillary Services~~ will be made available to the ~~Receiving Party~~ Transmission Customer or Customer under the ISO Tariffs. The Point(s) of Withdrawal shall be specified in the Bid, Bilateral Transaction Schedule, or other similar entry. ~~(Same as Point of Delivery).~~

**Point-to-Point Transmission Service:** The reservation and transmission of Capacity and Energy on either a firm or non-firm basis from the Point(s) of Receipt to the Point(s) of Delivery under the ISO Tariffs.

## 1.18 Definitions - R

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**Real-Time Dispatch-Corrective Action Mode (“RTD-CAM”):** A specialized version of the Real-Time Dispatch software that will be activated when it is needed to address unanticipated system conditions. RTD-CAM is described in Section 4.4.4 of the ISO Services Tariff.

**Real-Time LBMP:** The LBMPs established through the ISO Administered Real- Time Market.

**Real-Time Market:** The ISO Administered Markets for Energy and Ancillary Services resulting from the operation of the RTC and the RTD.

**Real-Time Scheduling Window:** The period of time within which the ISO accepts offers and Bids to sell and purchase Energy and Ancillary Services in the real-time market which period closes seventy-five (75) minutes before each hour, or eighty-five (85) minutes before each hour for Bids to schedule External Transactions at the Proxy Generator Buses associated with the Cross-Sound Scheduled Line, the Neptune Scheduled Line, or the Linden VFT Scheduled Line.

~~**Receiving Party:** The entity receiving the Capacity and Energy transmitted by the ISO to Point(s) of Delivery.~~

**Reconfiguration Auction:** The monthly auction administered by the ISO in which Transmission Customers may purchase and sell one-month TCCs.

**Reduction or Reduce:** The partial or complete reduction in non-Firm Transmission Service as a result of transmission Congestion (either anticipated or actual).

**Reference Bus:** The location on the NYS Transmission System relative to which all mathematical quantities, including Shift Factors and penalty factors relating to physical operation, will be calculated. The NYPA Marcy 345 kV transmission substation is designated as the Reference Bus.

**Regional Transmission Group (RTG):** A voluntary organization of transmission owners, transmission users and other entities approved by the Commission to efficiently coordinate transmission planning (and expansion), operation and use on a regional (and interregional) basis.

## **2.7 Billing and Payment**

### **2.7.1 ISO Clearing Account**

The ISO will establish an account (the “ISO Clearing Account”), and Transmission 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 2.7.3 of this ISO OATT.

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 OATT.

The account shall be maintained at a bank or other financial institution in New York State as a trust account. Such 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.

### **2.7.2 Determination and Payment of Charges Associated with Transmission Service**

This Section 2.7.2 applies to all Transmission Services except Transmission Service pursuant to Grandfathered Agreements listed in Attachment L. Charges applicable to Grandfathered Agreements are described in Attachment K.

### **2.7.2.1 Transmission Service Charge - General Applicability**

The TSC charge is applied to all Actual Energy Withdrawals from the NYS Power System under Part 3 or Part 4 of this Tariff, except for withdrawals by a Transmission Owner to provide bundled retail service or scheduled withdrawals associated with grandfathered transactions as specified in Attachments K and L. The TSC charge also is applied to Transactions to destinations outside the NYCA (Export or Wheel-Through Transactions), except as provided for in Section 2.7.2.1.4 of this Tariff.

Subject to the foregoing, the TSC applies to all Actual Energy Withdrawals regardless of whether the withdrawals occur in conjunction with a Bilateral Transaction or through the purchase of Energy from an LBMP Market. The TSC is payable under this Section regardless of whether the withdrawal is scheduled under Part 3 or Part 4 of this Tariff. Customers buying Energy from a Transmission Owner as part of a bundled retail rate will pay a portion of the Transmission Owner's transmission revenue requirement as part of their retail rates. Sales to these customers will be included in the billing units used to calculate each Transmission Owner's TSC under this Tariff in accordance with Attachment H.

Transmission Customers who are parties to grandfathered agreements specified in Attachment L will pay the applicable contract rate in those agreements. Revenues from these agreements will be credited against the Transmission Owners' individual revenue requirements in calculating the TSC.

#### **2.7.2.1.1 Payable to Transmission Owners:** The TSC will be payable to

Transmission Owners, in the manner described below in the remainder of Section 2.7.2.1.

#### **2.7.2.1.2 Payable by Retail Access Customers:** Retail access customers or LSEs scheduling on their behalf will pay a TSC to their respective Transmission

Owners under the provisions described in Part 5 of this Tariff. The TSC is payable under Part 5 (Retail Access Service) regardless of whether the LSE takes service under Part 3 (Point-to-Point Service) or Part 4 (Network Integration Service) of this Tariff.

**2.7.2.1.3 Payable by LSEs Serving Non-Retail Access Load in NYCA:** LSEs serving NYCA Load that is not part of a retail access program, such as customers of municipal electric systems, will pay a TSC to the Transmission Owner in whose Transmission District the Load is located. The TSC shall apply to Actual Energy Withdrawals by the Load, regardless of whether such withdrawals are associated with Transmission Service under Part 3 or Part 4 of this Tariff or purchases from an LBMP Market, whether the withdrawals are scheduled or unscheduled, and regardless of whether the withdrawals were made on the Load's behalf by the LSE or by another Transmission Customer.

**2.7.2.1.4 Payable by ~~Eligible-Transmission~~ Customers Scheduling Export or Wheel-Through Transactions:** ~~Eligible-Transmission~~ Customers scheduling Transactions to destinations outside the NYCA (Export or Wheel-Through Transactions) are subject to a TSC as calculated in Attachment H. The TSC charge shall be eliminated on all Exports and Wheel-Through Transactions scheduled with the ISO to destinations within the New England Control Area; provided that the following conditions shall continue to be met: (1) a Commission approved tariff provision is in effect that provides for unconditional reciprocal elimination of charges on Exports and Wheel-Through Transactions from the New England Control Area to the New York Control Area; (2) no

change in the provisions in this Tariff related to Local Furnishing Bonds and Other Tax Exempt Financing shall be required for the reciprocal elimination of charges on Export and Wheel-Through Transactions to the New York Control Area; and (3) the New York Transmission Owners have the ability to fully recover the revenues related to the charges on Export and Wheel-Through Transactions that are eliminated. The ISO and the New York Transmission Owners, jointly or separately, shall have the right to make a Section 205 filing with the Commission to reimpose the charge on Exports and Wheel-Through Transactions if at any time any of the foregoing conditions is no longer satisfied. The ISO will perform the requisite calculation and inform the Transmission Customer of the applicable Transmission Owner(s) of the TSC charge. The TSC will be payable by the Transmission Customer directly to the Transmission Owner(s).

#### **2.7.2.2 Transmission Usage Charge (TUC)**

**2.7.2.2.1 Payable to the ISO:** Transmission Usage Charges include Congestion Rents and charges for Marginal Losses. They are payable directly to the ISO. Attachment J explains the calculation of the TUC.

**2.7.2.2.2 Payable by Eligible Transmission Customers Scheduling Transmission Service:** All Transmission Customers scheduling Transmission Service under Part 3 or Part 4 of this Tariff shall pay the applicable TUC charge as calculated in the Attachment J hereto. Eligible Transmission Customers scheduling non-firm transactions under Part 3 will be subject to the Losses Component of the TUC only except as noted in Section 3.2.7 of this Tariff.

#### **2.7.2.2.3 Payable by Transmission Owners Scheduling Bilateral Transactions**

**on Behalf of Bundled Retail Customers:** Transmission Owners scheduling Transmission Service to supply bundled retail customers shall pay the applicable TUC charge.

#### **2.7.2.2.4 Payable by ~~Eligible Customers~~ ~~or Transmission Owners~~ Scheduling**

**Direct LBMP Purchases from the LBMP Market:** Any ~~Transmission~~ Customer, ~~or Transmission Owner~~ purchasing from the LBMP Market to supply bundled retail customers, will pay the Congestion Rent and Marginal Losses charge applicable to its location. These Congestion Rent and Marginal Losses charges will be included in the calculation of the LBMP charged by the ISO for the purchase of Energy from the LBMP Market.

#### **2.7.2.3 Ancillary Services**

**2.7.2.3.1 Payable to the ISO:** All Ancillary Services charges are payable directly to the ISO.

**2.7.2.3.2 Payable by LSEs:** All LSEs scheduling Transmission Service under Part 3 or Part 4 or purchases from the LMBP Market to supply Load in the NYCA shall pay Ancillary Services charges as described in Schedules 1 through 6. The charges will be assessed on the basis of all Actual Energy Withdrawals by the Load, regardless of whether such withdrawals are scheduled or unscheduled, and regardless of whether they are scheduled on the Load's behalf by the LSE or by another Transmission Customer. As explained in Schedule 1, in certain circumstances the Schedule 1 charge may vary depending upon the Transmission District in which the Load is located.

**2.7.2.3.3 Payable by Customers Scheduling External Transactions: ~~Eligible~~**

**Transmission** Customers scheduling Export or Wheel-Through Transactions to destinations outside the NYCA, or purchases from the LBMP Market to serve Load outside the NYCA shall pay Ancillary Services charges under Schedules 1, 2, 4, and 5 of this Tariff. The charges will be assessed on the basis of all Scheduled Energy Withdrawals from the NYCA.

**2.7.2.3.4 Payable by Transmission Owners Serving Bundled Retail Customers:**

Transmission Owners scheduling Transmission Service or purchases from the LBMP Market to serve of bundled retail customers shall pay the ISO Ancillary Services charges as described in Schedules 1 to 6 based on Actual Energy Withdrawals.

**2.7.2.4 NYPA Transmission Adjustment Charge (NTAC)**

**2.7.2.4.1 Payable to the ISO:** NTAC charges are calculated in Attachment H. All NTAC charges are payable to the ISO.

**2.7.2.4.2 Payable by LSEs Serving Load in the NYCA:** Each LSE serving Load in the NYCA shall pay an NTAC to the ISO based on the LSE's Actual Energy Withdrawals.

**2.7.2.4.3 Payable by ~~Eligible~~ Transmission Customers Scheduling Export or Wheel-Through Transactions: ~~Eligible~~ Transmission** Customers scheduling Export or Wheel-Through Transactions shall pay an NTAC based on their Transaction schedules. The NTAC charge shall not apply to Exports and Wheel-Through Transactions scheduled with the ISO to destinations within the New England Control Area provided that the conditions listed in Section 2.7.2.1.4 of

this Tariff are satisfied.

#### **2.7.2.5 Reliability Facilities Charge (“RFC”) and LIPA RFC**

**2.7.2.5.1 Payable through the ISO:** All RFC and LIPA RFC charges are calculated, collected and payable through the NYISO pursuant to Rate Schedule 10.

### **3 Point-To-Point Transmission Service**

#### **Preamble**

The ISO will provide Firm and Non-Firm Point-To-Point Transmission Service pursuant to the applicable terms and conditions of this Tariff over the [New York State ~~+~~Transmission facilities of the parties to the ISO/TO Agreement System](#). Point-To-Point Transmission Service is for the receipt of [Capacity and](#) Energy at designated Point(s) of Receipt and the transfer of such [Capacity and](#) Energy to designated Point(s) of Delivery. Firm Point-To-Point Transmission Service is service for which the Transmission Customer has agreed to pay the Congestion Rent associated with its service. Non-Firm Point-To-Point Transmission Service is service for which the Transmission Customer has not agreed to pay Congestion Rent. A Transmission Customer may fix the price of Day-Ahead Congestion Rent associated with its Firm Point-To-Point Transmission Service by acquiring sufficient TCCs with the same Points of Receipt and Delivery as its Transmission Service. Notwithstanding any provision in this Part to the contrary, External Transactions scheduled at the Proxy Generator Buses associated with the Cross-Sound Scheduled Line, the Neptune Scheduled Line, or the Linden VFT Scheduled Line shall be subject to the requirements of Attachment N to the ISO Services Tariff. [Each Transmission Customer also utilizes market services and shall take service under the ISO Market Services](#)

[Administration and Control Area Services Tariff.](#)

**3.1 Nature of Firm Point-To-Point Transmission Service**

**3.1.1 Term:**

The minimum term of Firm Point-To-Point Transmission Service shall be [provided in nominal](#) one hour [increments](#) and the maximum term shall not exceed the maximum permissible term as specified in ISO Procedures.

**3.1.2. Reservation Priority:**

All requests for Firm Point-to-Point Transmission Service will be deemed to have the same reservation priority. Firm Point to Point Transmission Service will have the same priority as Network Service subject to Section 3.1.6. All Firm Point-to-Point Transmission Service will have priority over Non-Firm Point-to-Point Transmission Service under the Tariff.

**3.1.3 Use of Firm Transmission Service by the Transmission Owner(s):**

The Transmission Owner will be subject to the rates, terms and conditions of Part 3 of the Tariff when making Third-Party Sales under (i) agreements executed on or after the effective date of ISO, or (ii) agreements executed prior to the aforementioned date that the Commission requires to be unbundled, by the date specified by the Commission. The Transmission Owners will maintain separate accounting, pursuant to Section 2.8, for any use of the Point-To-Point Transmission Service to make Third-Party Sales.

**3.1.4 Service Agreements:**

The ISO shall offer a standard form Firm Point-To-Point Transmission Service Agreement (Attachment A) to an Eligible Customer when it submits a Completed Application for Firm Point-To-Point Transmission Service. Executed Service Agreements that contain the

information required under this Tariff shall be filed with the Commission in compliance with applicable Commission regulations.

**3.1.5 Transmission Customer Obligation for Facility Additions or Redispatch Cost:**

The ISO continuously redispatches all resources subject to its control in order to meet Load and to accommodate requests for a Firm Transmission Service through the use of SCUC, RTC, and RTD. Firm Point-To-Point Transmission Customers are charged for these redispatch costs in accordance with Attachment J. Transmission Owner(s) will be obligated to expand or upgrade its Transmission System pursuant to the terms of Section 3.7. The Transmission Customer or Eligible Customer must agree to compensate the Transmission Owner(s) for any necessary transmission facility additions pursuant to Section 3.7.

**3.1.6 Curtailment of Firm Transmission Service:**

In the event that a Curtailment on the NYS Transmission System, or a portion thereof, is required to maintain reliable operation of such system, Curtailments will be made on a non-discriminatory basis to the Transaction(s) that effectively relieve the Constraint. When applicable, the ISO will follow the Lake Erie Emergency Redispatch (“LEER”) Procedure filed on February 26, 1999, in Docket No. EL99-52-000 which is incorporated by reference herein. The LEER Procedure is intended to prevent the necessity of implementing the Curtailment procedures contained in the Commission and NERC tariffs and policies. To the extent possible, Curtailments of External Transactions at the Proxy Generator Buses associated with the Cross-Sound Scheduled Line, the Neptune Scheduled Line, or the Linden VFT Scheduled Line shall be based on the transmission priority of the associated Advance Reservation for use of the Cross-Sound Scheduled Line, the Neptune Scheduled Line, or the Linden VFT Scheduled Line (as

appropriate). ~~If multiple transactions require Curtailment, to the extent practicable and consistent with right to Curtail, in whole or in part, any~~ The ISO reserves the right to Curtail, in whole or in part, Firm Transmission Service provided under this Tariff for reliability reasons when, in the ISO's sole discretion, an Emergency or other unforeseen condition threatens to impairs or degrades the reliability of the NYS Power System. The ISO will notify all affected Transmission Customers in a timely manner of any scheduled Curtailments. If the ISO declares a Major Emergency State, Transmission Customers shall comply with all directions issued by the ISO concerning the avoidance, management, and alleviation of the Major Emergency and shall comply with all procedures concerning a Major Emergency set forth in the ISO Procedures and the Reliability Rules. If the ISO is required to Curtail Transmission Service as a result of a Transmission Loading Relief ("TLR") event, the ISO will perform such Curtailment in accordance with the NERC TLR Procedure.

### **3.1.7 Classification of Firm Transmission Service:**

3.1.7.1 The Transmission Customer taking Firm Point-To-Point Transmission Service, ~~other than Transmission Customers taking Firm Point-to-Point Transmission Service associated with a Pre-Scheduled Transaction,~~ may (1) change its Receipt and Delivery Points to obtain service on a non-firm basis consistent with the terms of Section 3.15.1 or (2) request a modification of the Points of Receipt or Delivery on a firm basis pursuant to the terms of Section 3.15.2.

3.1.7.2 ~~The Transmission Customer may purchase Transmission Service to make sales of Capacity and Energy from multiple generating units that are on the NYS Transmission System. For such a purchase of Transmission Service, the~~

~~resources will be designated as multiple Points of Receipt, unless the multiple generating units are at the same generating plant in which case the units would be treated as a single Point of Receipt.~~

3.1.7.32 The ISO shall provide firm Transmission Service for the deliveryies of Capacity and Energy from the Point(s) of Receipt to the Point(s) of Delivery. Each Point of Receipt shall be set forth in the Firm Point-To-Point Service schedule submitted by the Transmission Customer.

### 3.1.8 Scheduling of Firm Point-To-Point Transmission Service:

~~3.1.8.1 Pre-Scheduled Transaction Requests: Requests for Firm Transmission Service associated with a Pre-Scheduled Transaction Requests for Wheels Through shall be submitted, pursuant to ISO Procedures, no earlier than eighteen (18) months prior to the Dispatch Day, and shall include hourly transaction quantities (in MW) at each affected External Interface for each specified Dispatch Day. Customers may submit requests for Firm Transmission Service associated with Pre-Scheduled Transaction Requests for scheduling in the Day Ahead Market.~~

~~— The ISO shall determine, pursuant to ISO Procedures, the amount of Total Transfer Capability at each External Interface to be made available for scheduling Pre-Scheduled Transactions. The ISO shall evaluate Pre-Scheduled Transaction Requests in the order in which they are submitted for evaluation until the Pre-Scheduled Transaction Request expires, pursuant to ISO Procedures, prior to the close of the Day Ahead Market for the specified Dispatch Day. Modification of a Pre-Scheduled Transaction request shall constitute a withdrawal of the original~~

~~request and a submission of a new Pre-Scheduled Transaction request. At the request of a Customer, the ISO shall continue to evaluate a Pre-Scheduled Transaction Request for a Wheel Through that was not accepted for scheduling in the priority order in which the Request was originally submitted until it is either accepted for scheduling, is withdrawn or expires, pursuant to ISO Procedures, prior to the close of the Day Ahead Market for the specified Dispatch Day. The ISO shall accept Pre-Scheduled Transaction Requests for scheduling, pursuant to ISO Procedures, provided that there is Ramp Capacity, and Transfer Capability available at each affected External Interface, in the NYCA for each hour requested. If Ramp Capacity, or Transfer Capability on the designated External Interface, is unavailable in the NYCA for any hour of the Pre-Scheduled Transaction Request, the request shall not be scheduled. The ISO shall confirm the Transaction with affected Control Areas, as necessary, pursuant to ISO Procedures and may condition acceptance for scheduling on such confirmation.~~

~~———The ISO shall provide the requesting Customer with notice, as soon as is practically possible, as to whether the Pre-Scheduled Transaction Request is accepted for scheduling and, if it is not scheduled, the ISO shall provide the reason.~~

~~———The ISO shall reserve Ramp Capacity, and Transfer Capability on affected Interfaces, for each Pre-Scheduled Transaction. Pre-Scheduled Transactions shall be automatically submitted for scheduling in the appropriate LBMP Market for the designated Dispatch Day. The ISO shall evaluate requests to withdraw Pre-Scheduled Transactions pursuant to ISO Procedures.~~

~~Requests for Firm Transmission Service associated with Pre-Scheduled Transaction Requests for Wheels Through to be scheduled Day Ahead shall be assigned a Decremental Bid at the Proxy Generator Bus designated as the source of the Transaction that provides the highest scheduling priority available for Firm Transmission Service.~~

**3.1.8.12**

**In the Day-Ahead Market:** Schedules for the

Transmission Customer's Firm Point-to-Point Transmission Service

Day-Ahead, ~~other than schedules from Transmission Customers taking~~

~~Firm Point to Point Transmission Service for a Pre-Scheduled~~

~~Transaction~~, must be submitted to the ISO no later than 5:00 a.m. of the

day prior to commencement of the Dispatch Day or 4:50 a.m. for

Transmission Service over the Cross-Sound Scheduled Line, the Neptune

Scheduled Line, or the Linden VFT Scheduled Line.

~~. Decremental Bids submitted at Proxy Generator Buses shall be price no lower than the~~

~~Bid that provides the highest scheduling priority for sales to the LBMP Market~~

~~plus the product of (i) the Scheduling Differential and (ii) three. Sink Price Cap~~

~~Bids submitted at Proxy Generator Buses shall be priced no higher than the Bid~~

~~that provides the highest scheduling priority for purchases from the LBMP~~

~~Market minus the product of (i) the Scheduling Differential and (ii) three.~~

Schedules involving the use of LIPA's facilities shall be treated in accordance

with Section 2.5.7. Schedules submitted after 5:00 a.m., or 4:50 a.m. as

appropriate. will not be accepted in the Day-Ahead schedule. Schedules of ~~any~~

~~Capacity and Energy that are~~ to be delivered must be stated in increments of

1,000 kWh ~~per hour~~ between each Point of Receipt and corresponding Point of Delivery. ~~Each Transmission Customer within the NYCA with multiple requests for Transmission Service at a Point of Receipt, each of which is under 1,000 kWh per hour, may consolidate its service requests at a common Point of Receipt into units of 1,000 kWh per hour for scheduling and billing purposes. For Firm Transmission Service requests between a Point of Receipt and Point of Delivery that are internal to the NYCA, and between a Point of Receipt at the Proxy Generator Bus designated for Imports and a Point of Delivery that is a Load Bus internal to the NYCA, the ISO will furnish to the Delivering Party's system operator Transmission Customer,~~ hour-to-hour schedules equal to those ~~furnished by the Receiving Party requested~~ and shall deliver the ~~Capacity and~~ Energy provided by such schedules. ~~Energy shall be provided from the Point of Receipt if economic, and from the LBMP Market otherwise.~~ Should the Transmission Customer, ~~Delivering Party or Receiving Party~~ revise or terminate any schedule, such party shall notify the ISO prior to the close of the Real-Time ~~Market~~Scheduling Window, and the ISO shall have the right to adjust accordingly the schedule for ~~Capacity and~~ Energy to be received and to be delivered.

### **3.1.8.23**

#### **In the Real-Time Market:** Schedules for the Transmission

Customer's Firm Point-to-Point Transmission Service in Real-Time must be submitted to the ISO no later than ~~ninety (90) minutes prior to the dispatch hour~~the close of the Real-Time Scheduling Window.

~~Bids for Exports shall be priced no higher than the Bid that provides the highest scheduling priority for purchases in the LBMP Market, minus the product of~~

~~(i) the Scheduling Differential and (ii) three. Bids for Imports and Decremental Bids or Wheels Through at the Proxy Generator Bus designated as the source of the Transaction shall be price no lower than the Bid that provides the highest scheduling priority for sales to the LBMP Market plus the product of (i) the Scheduling Differential and (ii) three.~~ Schedules involving the use of LIPA's facilities shall be treated in accordance with Section 2.5.7. Schedules submitted ~~later than ninety (90) minutes prior to the dispatch hour after the close of the real-~~ Time Scheduling Window shall not be accepted in the Real-Time schedule. Schedules of any ~~Capacity and~~ Energy that is to be delivered must be stated in increments of 1,000 kWh per hour between each Point of Receipt and corresponding Point of Delivery. For Firm Transmission Service requests between a Point of Receipt and Point of Delivery that are internal to the NYCA, or between a Point of Receipt at the Proxy Generator Bus designated for Imports and a Point of Delivery that is a Load Bus internal to the NYCA, ~~the~~ ISO will furnish to the ~~Delivering Party's system operator, if applicable,~~ Transmission Customer hour-to-hour schedules equal to those ~~furnished by the Receiving Party requested~~ and shall deliver the ~~Capacity and~~ Energy provided by such schedules. Energy shall be provided from the Point of Receipt if economic, and from the LBMP Market otherwise. Should the Transmission Customer, ~~Delivering Party or Receiving Party~~ revise or terminate any schedule, such party shall notify the ISO prior to the close of the Real-Time Market, and the ISO shall have the right to adjust accordingly the schedule for ~~Capacity and~~ Energy to be received and to be delivered.

### **3.2 Nature of Non-Firm Point-To-Point Transmission Service:**

#### **3.2.1 Term:**

The minimum term of Non-Firm Point-To-Point Transmission Service shall be one (1) hour and the maximum term shall not exceed the maximum permissible term as specified ~~in ISO~~ Procedures by the Transmission Customer.

#### **3.2.2 Reservation Priority:**

Non-Firm Point-to-Point Transmission Service shall be available, for an Export Bilateral Transaction, an Import Bilateral Transaction or a Wheel-Through Transaction, when there is no Congestion between the Point(s) of Receipt and the Point(s) of Delivery for the Transaction. In all instances, Non-Firm Point-to-Point Transmission Service shall have a lower priority than Firm Point-to-Point Transmission Service and Network Service. Non-Firm Point-to-Point Transmission Service shall have an equal priority with Network Service from a secondary resource. A customer requesting non-firm Transmission Service that cannot be accommodated in the Day-Ahead Schedule because of Congestion may upgrade to Firm Point-to-Point Transmission Service ~~up to ninety (90) minutes prior to a given hour~~ the close of the Real-Time Scheduling Window, by rescheduling the Transaction and agreeing to pay the real-time Congestion Rents associated with the Transaction.

#### **3.2.3 Use of Non-Firm Point-To-Point Transmission Service by the Transmission Owner:**

The Transmission Owners will be subject to the rates, terms and conditions of Part 3 of this Tariff when making Third-Party Sales under (i) agreements executed on or after the date this Tariff is effective or (ii) agreements executed prior to the aforementioned date that the

Commission requires to be unbundled, by the date specified by the Commission. The Transmission Owners will maintain separate accounting, pursuant to Section 8, for any use of Non-Firm Point-To-Point Transmission Service to make Third-Party Sales.

#### **3.2.4 Service Agreements:**

The ISO shall offer a standard form Non-Firm Point-To-Point Transmission Service Agreement (Attachment B) to an Eligible Customer when it first submits a Completed Application ~~for Non-Firm Point To Point Transmission Service~~ pursuant to this Tariff. Executed Service Agreements that contain the information required under this Tariff shall be filed with the Commission in compliance with applicable Commission regulations.

#### **3.2.5 Classifications of Non-Firm Point-To-Point Transmission Service:**

Non-Firm Point-To-Point Transmission Service shall be offered under terms and conditions contained in Part 3 of this Tariff. The ISO undertakes no obligation under this Tariff to plan its Transmission System in order to have sufficient capacity for Non-Firm Point-To-Point Transmission Service. Parties requesting Non-Firm Point-To-Point Transmission Service for the transmission of firm power do so with the full realization that such service is subject to availability and to Curtailment or Interruption under the terms of this Tariff. ~~The ISO shall specify the rate treatment and all related terms and conditions applicable in the event that a Transmission Customer (including Third Party Sales by the Transmission Owner) exceeds its non-firm capacity reservation.~~ Non-Firm Point-To-Point Transmission Service shall include transmission of Energy ~~and Capacity~~ on an hourly and daily basis under Schedule 8.

#### **3.2.6 Scheduling of Non-Firm Point-To-Point Transmission Service:**

##### **3.2.6.1 In the Day-Ahead Market:** Schedules for the Transmission Customer's

Non-Firm Point-to-Point Transmission Service in the Day-Ahead must be submitted to the ISO no later than 5:00 a.m. of the day prior to commencement of service or 4:50 a.m. for Transmission Service over the Cross-Sound Scheduled Line, the Neptune Scheduled Line, or the Linden VFT Scheduled Line.

Schedules involving the use of LIPA's facilities shall be treated in accordance with Section 2.5.7. Schedules submitted after 5:00 a.m., or 4:50 a.m. as appropriate, will not be accepted in the Day-Ahead Schedule. Schedules of any Capacity and Energy that is to be delivered must be stated in increments of 1,000 kWh per hour between each Point of Receipt and corresponding Point of

Delivery. Each Transmission Customer within the NYCA with multiple requests for Transmission Service at a Point of Receipt, each of which is under 1,000 kWh per hour, may consolidate its schedules at a common Point of Receipt into units of 1,000 kWh per hour. Non-firm Transmission Service is not available between a Point of Receipt and Point of Delivery internal to the NYCA. For non-firm Transmission Service requests between a Point of Receipt at the Proxy Generator Bus designated for Imports and a Point of Delivery that is a Load Bus internal to the NYCA. The ISO will furnish to the ~~Delivering Party's system operator,~~Transmission Customer hour-to-hour advisory schedules equal to those ~~furnished requested~~ by the ~~Receiving Party~~Transmission Customer provided that there is no congestion between the Point of Receipt and the Point of Delivery.

Should the Transmission Customer, ~~Delivering Party or Receiving Party~~ revise or terminate any schedule, such party shall notify the ISO prior to the close or the Real-Time ~~Market~~ Scheduling Window, and the ISO shall have the right to adjust

accordingly the schedule for ~~Capacity and~~ Energy to be received and to be delivered.

**3.2.6.2 In the Real-Time Market:** Schedules for the Transmission Customer's Non-Firm Point-to-Point Transmission Service in real-time must be submitted to the ISO ~~no later than ninety (90) minutes prior to the hour~~ the close of the Real-Time Scheduling Window. Schedules involving the use of LIPA's facilities shall be treated in accordance with Section 2.5.7. Schedules submitted later than ~~ninety (90) minutes prior to the dispatch hour~~ the close of the Real-Time Scheduling Window shall not be accepted in the real-time schedule. Schedules of any ~~Capacity and~~ Energy that is to be delivered must be stated in increments of 1,000 kWh per hour between each Point of Receipt and corresponding Point of Delivery. Non-firm Transmission Service is not available between a Point of Receipt and Point of Delivery internal to the NYCA. For non-firm Transmission Service requests between a Point of Receipt at the Proxy Generator Bus designated for Imports and a Point of Delivery that is a Load Bus internal to the NYCA, the ISO will furnish to the Delivering Party's system operator Transmission Customer, if applicable, advisory hour-to-hour schedules equal to those furnished requested by the Receiving Party Transmission Customer and shall deliver the Capacity and Energy provided by such schedules provided that there is no congestion between the Point of Receipt and Point of Delivery. If there is congestion between the Point of Receipt and Point of Delivery, the ISO shall deliver Energy from the LBMP Market to the Load Bus internal to the NYCA, and the Transmission Customer shall pay an Energy Imbalance Charge

pursuant to rate Schedule 4 of this ISO OATT. Should the Transmission Customer, ~~Delivering Party or Receiving Party~~ revise or terminate any schedule, ~~such party~~ the Transmission Customer shall immediately notify the ISO prior to the close of the Real-Time ~~Market~~Scheduling Window, and the ISO shall have the right to adjust accordingly the schedule for ~~Capacity and~~ Energy to be received and be delivered.

### **3.2.7 Curtailment or Interruption of Service:**

The ISO reserves the right to Curtail, in whole or in part, Non-Firm Point-To-Point Transmission Service provided under the Tariff for reliability reasons when, an Emergency or other unforeseen condition threatens to impair or degrade the reliability of the NYS Transmission System. The ISO reserves the right to Interrupt, in whole or in part, Non-Firm Point-To-Point Transmission Service provided under this Tariff for economic reasons if the NYS Transmission System experiences Congestion. Where required, Curtailments or Interruptions will be made on a non-discriminatory basis to the transaction(s) that effectively relieve the Constraint, however, Non-Firm Point-To-Point Transmission Service shall be subordinate to Firm Point-to-Point Transmission Service-and Network Integration Transmission Service. The ISO will provide advance notice of Curtailment or Interruption where such notice can be provided consistent with Good Utility Practice. The process of Curtailment of Non-Firm Point-To-Point Transmission Service for Imports, Exports, and Wheels Through may cause these non-firm transactions to incur incidental real-time Congestion Rents due to inter-Control Area Curtailment procedures.

### **3.3 Service Availability**

#### **3.3.1 General Conditions:**

The ISO will provide Firm and Non-Firm Point-To-Point Transmission Service over the ~~transmission facilities of the parties to the ISO/TO Agreement~~ New York State Transmission System pursuant to ISO designated Points of Receipt and Points of Delivery, to any Transmission Customer that has met the requirements of Section 3.4, provided however, Non-Firm Point-to-Point Transmission Service is not available between points of Injection and Points of Withdrawal internal to the NYCA.

#### **3.3.2 ~~Determination of~~ Available Transfer Capability:**

The ISO continuously redispatches all resources subject to its control in order to meet Load and to accommodate requests for Firm Transmission Service through the use of SCUC, RTC and RTD. The ISO will post information regarding ATC and TTC availability on the OASIS.

#### **3.3.3 Initiating Service in the Absence of an Executed Service Agreement:**

If the ISO and the Transmission Customer requesting Firm or Non-Firm Point-To-Point Transmission Service cannot agree on all terms and conditions of the Point-To-Point Service Agreement, ISO shall file with the Commission, within thirty (30) days after the date the Transmission Customer provides written notification directing the ISO to file, an unexecuted Point-To-Point Service Agreement containing terms and conditions deemed appropriate by the ISO for such requested Transmission Service. The ISO shall commence providing Transmission Service subject to the Transmission Customer agreeing to (i) compensate the ISO in accordance with the terms and conditions of the unexecuted filed Service Agreement, subject to true-up at

whatever rate the Commission ultimately determines to be just and reasonable, and (ii) comply with the terms and conditions of this Tariff.

#### **3.3.4 Obligation to Provide Transmission Service that Requires Expansion or Modification of the Transmission System:**

If a Transmission Customer requests that the NYS Transmission System be expanded or modified, the Transmission Owner(s), at the ISO's request, will use due diligence to expand or modify its applicable portion of the NYS Transmission System to increase Transfer Capability, provided the Transmission Customer agrees to compensate the applicable Transmission Owner(s) for such costs pursuant to the terms of Section 3.19. The Transmission Owner(s) will conform to Good Utility Practice in determining the need for new facilities and in the design and construction of such facilities. The obligation applies only to those facilities that the Transmission Owner has the right to expand or modify.

#### **3.3.5 Deferral of Service:**

Any increase in TCCs associated with new facilities is subject to completion of construction of those transmission facilities or upgrades.

#### **3.3.6 Other Transmission Service Schedules:**

Eligible Customers receiving Transmission Service under other agreements on file with the Commission may continue to receive Transmission Service under those agreements until such time as those agreements may be modified by the Commission. These agreements are listed in Attachment L.

#### **3.3.7 Real Power Losses:**

Real Power Losses are associated with all Transmission Service. The Transmission Customer is responsible for losses associated with all Transmission Service in accordance with

Schedules 7-8 and as calculated in Attachment J.

### **3.4 Transmission Customer Responsibilities**

#### **3.4.1 Conditions Required of Transmission Customers:**

Point-To-Point Transmission Service shall be provided by the ISO only if the following conditions are satisfied by the Transmission Customer:

- a. The Transmission Customer has pending a Completed Application for service;
- b. The Transmission Customer meets the creditworthiness criteria set forth in Attachment W;
- c. The Transmission Customer provides an unconditional and irrevocable letter of credit as security to meet its responsibilities and obligations under the Tariff in an amount calculated by the ISO.
- d. The Transmission Customer has arrangements in place for any other Transmission Service necessary to effect the delivery from the generating source to the ISO prior to the time when service under Part 3 of the Tariff commences;
- e. The Transmission Customer provides the information required by the ISO's planning process established in Attachment Y.
- f. The Transmission Customer agrees to pay for any facilities constructed and chargeable to such Transmission Customer under Part 3 of the Tariff, whether or not the Transmission Customer takes service; and
- g. The Transmission Customer has executed a Point-To-Point Service Agreement or has agreed to receive service pursuant to Section 3.3.3; and
- h. The Transmission Customer has satisfied the communication requirements and the metering requirements established by the ISO.

- i. If the Point-to-Point Transmission Service involves the use of LIPA's transmission facilities, approval of such transactions has been granted pursuant to Section 2.5.7.

### **3.4.2 Transmission Customer Responsibility for Third-Party Arrangements:**

Any scheduling arrangements that may be required by other Control Areas shall be the responsibility of the Transmission Customer requesting service. The Transmission Customer shall provide, unless waived by the ISO, notification to the ISO identifying such systems and authorizing them to schedule ~~the Capacity and~~ Energy to be transmitted by the ISO pursuant to Part 3 of this Tariff on behalf of the ~~Receiving Party~~ Transmission Customer at the Point of Delivery or the ~~Delivering Party at the~~ Point of Receipt. ~~However, t~~The ISO will undertake reasonable efforts to assist the Transmission Customer in making such arrangements, including without limitation, providing any information or data required by such other Control Area consistent with Good Utility Practice.

## **3.5 Procedures for Arranging Firm Point-To-Point Transmission Service**

### **3.5.1 Application:**

A request for Firm Point-To-Point Transmission Service must contain a written Application at least sixty (60) days in advance of the calendar month in which service is to commence. The ISO will consider a request for such firm service on shorter notice when feasible.

A Transmission Customer may fix the price of Congestion Costs associated with its

service by acquiring sufficient TCCs with the same Point(s) of Receipt and Point(s) of Delivery as its Transmission Service.

### **3.5.2 Completed Application:**

A Completed Application shall provide all of the information included in 18 CFR § 2.20 including but not limited to the following:

- (i) The identity, address, telephone number and facsimile number of the entity requesting service;
- (ii) A statement that the entity requesting service is, or will be upon commencement of service, an Eligible Customer under this Tariff;
- ~~(iii) The location of the Point(s) of Receipt and Point(s) of Delivery and the identities of the Delivering Parties and the Receiving Parties;~~
- ~~(iv) The location of the generating facility(ies) supplying the Capacity and Energy and the location of the Load ultimately served by the Capacity and Energy transmitted. The ISO will treat this information as confidential except to the extent that disclosure of this information is required by this Tariff, by regulatory or judicial order, for reliability purposes pursuant to Good Utility Practice or pursuant to RTG transmission information sharing agreements. The ISO shall treat this information consistent with the standards of conduct contained in Part 37 of the Commission's regulations and the Code of Conduct in Attachment F;~~
- ~~(v) A description of the supply characteristics of the Capacity and Energy to be delivered;~~
- ~~(vi) An estimate of the Capacity and Energy expected to be delivered to the Receiving Party;~~

(vii) The Service Commencement Date and the term of the requested Transmission Service; and

(viii) Any additional information required by the ISO spursuant to its planning process established in Attachment Y or otherwise.

The ISO shall treat this information consistent with the standards of conduct contained in Part 37 of the Commission's regulations and the Code of Conduct in Attachment F.

### **3.5.3 Deposit:**

No deposit is required for service under this Tariff.

### **3.5.4 Notice of Deficient Application:**

If an Application fails to meet the requirements of this Tariff, the ISO shall notify the entity requesting service within fifteen (15) days of receipt of the reasons for such failure. The ISO will attempt to remedy minor deficiencies in the Application through informal communications with the Eligible Customer. If such efforts are unsuccessful, the ISO shall return the Application.

### **3.5.5 Response to a Completed Application:**

Following receipt of a Completed Application for Firm Point-To-Point Transmission Service, ~~the ISO shall make a determination as to whether the NY Power System can support the requested service within the Constraint management and redispatch capabilities of the system. If the ISO concludes that such service is not possible, the ISO shall notify the Eligible Customer as soon as practicable, but not later than thirty (30) days after the date of receipt of a Completed Application.~~ The Transmission Customer may request a System Impact Study pursuant to Section 19 at ~~that~~ the point in time when its Application is complete.

### **3.5.6 Execution of Service Agreement:**

If a System Impact Study is not requested and the service can be provided, the ISO shall notify the Eligible Customer as soon as practicable but no later than thirty (30) days after receipt of the Completed Application. Where a System Impact Study is requested, the provisions of Section 19 will govern the execution of a Service Agreement. Failure of an Eligible Customer to execute and return the Service Agreement or request the filing of an unexecuted Service Agreement pursuant to Section 15.3, within fifteen (15) days after it is tendered by the ISO will be deemed a withdrawal and termination of the [~~Application~~request for a Service Agreement](#). Nothing herein limits the right of an Eligible Customer to file another [~~Application~~Service Agreement](#) after such withdrawal and termination.

### **3.5.7 Extension for Commencement of Service.**

## **3.6 Procedures for Arranging Non-Firm Point-To-Point Transmission Service**

### **3.6.1 Application:**

Eligible Customers seeking Non-Firm Point-To-Point Transmission Service must submit a Completed Application to the ISO.

### **3.6.2 Completed Application:**

A Completed Application shall provide all of the information included in 18 CFR § 2.20 including but not limited to the following:

- (i) The identity, address, telephone number and facsimile number of the entity requesting service;
- (ii) A statement that the entity requesting service is, or will be upon commencement

of service, an Eligible Customer under this Tariff;

(iii) ~~Information reasonably requested by the ISO~~

~~The Point(s) of Receipt and the Point(s) of Delivery;~~

~~(iv) The maximum amount of Energy to be injected and/or withdrawn at each Point of Receipt and Point of Delivery; and~~

~~(v) The proposed dates and hours for initiating and terminating Transmission Service hereunder.~~

~~In addition to the information specified above, when required to properly evaluate system conditions, the ISO also may ask the Transmission Customer to provide the following:~~

~~(vi) The electrical location of the initial source of the power to be transmitted pursuant to the Transmission Customer's request for service; and~~

~~(vii) The electrical location of the ultimate Load.~~

~~The ISO will treat this information in (vi) and (vii) as confidential at the request of the Transmission Customer except to the extent that disclosure of this information is required by this Tariff, by regulatory or judicial order, for reliability purposes pursuant to Good Utility Practice, or pursuant to RTG transmission information sharing agreements.~~ The ISO shall treat this

information consistent with the standards of conduct contained in Part 37 of the Commission's regulations and the ISO Code of Conduct in Attachment F.

### **3.6.3 Requests for Non-Firm Point-to-Point Transmission:**

Requests for daily service and hourly service shall be made by submitting a schedule to the ISO in accordance with Section 3.2.6. Such requests shall be accommodated when no Congestion is present.

### **3.6.4 Determination of Available Transfer Capability Using Security Constrained Unit Commitment (“SCUC”), Real-Time Commitment (“RTC”), and Real-Time Dispatch (“RTD”).**

The ISO continuously redispatches the resources subject to its control in order to meet Load and accommodate requests for Firm Transmission Service through the use of SCUC, RTC, and RTD.

## **3.15 Changes in Service Specifications**

Customers eligible for Transmission Service may designate their point of injection and point of withdrawal by submitting a schedule with the ISO in accordance with Sections 13.8 or 14.6.

### **~~3.15.1 Modifications On a Non-Firm Basis:~~**

~~The Transmission Customer taking Firm Point To Point Transmission Service may request the ISO provide Transmission Service on a non-firm basis over Receipt and Delivery Points other than those specified in the Bid, Bilateral Transaction Schedule, or similar entry (“Secondary Receipt and Delivery Points”), in amounts not to exceed the quantities of its Firm Point to Point Transmission Service, without incurring an additional Non Firm Point To Point Transmission Service charge or executing a new Service Agreement, subject to the following conditions. While there will be no additional charges for requesting service from a new receipt or to a new delivery point, the Transmission Customer shall be responsible for all charges applicable to the new secondary receipt or delivery point in place of the charges applicable to the original receipt or delivery point.~~

~~(a) — Service provided over Secondary Receipt and Delivery Points will be non-firm only, on an as-available basis.~~

~~(b) — The sum of all Firm and non-firm Point To Point Transmission Service provided~~

~~to the Transmission Customer at any time pursuant to this Section shall not exceed the quantities or its Firm Point to Point Transmissions Service requested in the relevant Service Agreement under which such services are provided.~~

~~(c) — The Transmission Customer shall retain its right to schedule Firm Point To Point Transmission Service at the Receipt and Delivery Points specified up to the quantities or its Firm Point to Point Transmission Service requested in the relevant Service Agreement.~~

~~(d) — Service over Secondary Receipt and Delivery Points on a non-firm basis shall not require the filing of an Application for Non-Firm Point To Point Transmission Service under this Tariff. However, all other requirements of Part 3 of this Tariff (except as to transmission rates) shall apply to Transmission Service on a non-firm basis over Secondary Receipt and Delivery Points.~~

### **~~3.15.2 — Modification On a Firm Basis:~~**

~~Any request by a Transmission Customer to modify Receipt and Delivery Points on a firm basis shall be treated as a new request for service in accordance with Section 3.5 hereof. While such new request is pending, the Transmission Customer shall retain its priority for service at the existing firm Receipt and Delivery Points specified in its Bid, Bilateral Transaction schedule, or similar entry.~~