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| NPRR Number | [862](http://www.ercot.com/mktrules/issues/NPRR862) | NPRR Title | Updates to Address Revisions under PUCT Project 46369 |
| Date Posted | December 22, 2017 |
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| Requested Resolution  | Normal |
| Nodal Protocol Sections Requiring Revision  | 2.1, Definitions2.2, Acronyms and Abbreviations3.14.1, Reliability Must Run3.14.1.1, Notification of Suspension of Operations3.14.1.2, ERCOT Evaluation3.14.1.3, ERCOT Report to Board on Signed RMR Agreements3.14.1.5, Potential Alternatives to RMR Agreements3.14.1.8, RMR and/or MRA Contract Extension3.14.1.11, Budgeting Eligible Costs3.14.1.12, Reporting Actual RMR Eligible Cost 3.14.1.13, Reporting Actual MRA Eligible Costs (new)3.14.1.15, Charge for Contributed Capital Expenditures6.6.6.6, Method for Collecting and Distributing RMR and MRA Contributed Capital Expenditures9.5.3, Real-Time Market Settlement Charge Types |
| Related Documents Requiring Revision/Related Revision Requests | None |
| Revision Description | This Nodal Protocol Revision Request (NPRR) incorporates a number of revisions to address recent changes to Public Utility Commission of Texas (PUCT) Substantive Rule 25.502 in PUCT Project No. 46369, Rulemaking Relating to Reliability Must-Run Service. Specifically, this NPRR:* Provides that Resource Entities must notify ERCOT in writing no less than 150 days prior to the date on which the Resource Entity intends to cease or suspend operation of a Generation Resource for longer than 180 days, or no less than 90 days prior to the date on which the Resource Entity intends to cease or suspend operation of a Generation Resource if it is being mothballed on a seasonal basis;
* Requires ERCOT Board approval before ERCOT enters into an Reliability Must-Run (RMR) Agreement or Must-Run Alternative (MRA) Agreement;
* Requires ERCOT Board approval in instances where ERCOT has identified a reliability requirement but recommends not to enter into an RMR Agreement or MRA Agreement to address the requirement;
* Requires Qualified Scheduling Entities (QSEs) representing MRAs to disclose any capital contributions included in the offer price (standby price) submitted to ERCOT;
* Incorporates requirements for collecting contributed capital expenditures for MRAs, as specified by PUCT rules;
* Specifies that the QSE that represents an MRA that receives contributed capital expenditures must submit actual costs for ERCOT to determine the amount that may be required to be clawed back;
* Clarifies conditions for ERCOT to collect contributed capital expenditures made to the MRA; and
* Provides a process for collecting contributed capital expenditures from MRA and the distribution of these funds back to Load on an hourly Load Ratio Share (LRS) basis.

In addition, this NPRR:* Incorporates an extension to the timeline from 24 days to 30 days for ERCOT to provide notice of its determination of reliability need (or of a need for additional time) in order to have more time for evaluation and to be consistent with the review timeline of a seasonal mothball unit;
* Extends the RMR comment period for Market Participants from 14 to 21 days;
* Clarifies that the initial Eligibile Cost budget for RMR Units must be submitted in conjunction with Part III of the Notification of Suspension of Operations (NSO);
* Reorders paragraphs in Section 3.14.1.2 to better reflect the chronology of events; and
* Corrects a timeline discrepancy between language in Section 3.14.1.1 and Section 3.14.1.2.
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| Reason for Revision |  Addresses current operational issues. Meets Strategic goals (tied to the [ERCOT Strategic Plan](http://www.ercot.com/content/news/presentations/2013/ERCOT%20Strat%20Plan%20FINAL%20112213.pdf) or directed by the ERCOT Board). Market efficiencies or enhancements Administrative Regulatory requirements Other: (explain)*(please select all that apply)* |
| Business Case | This NPRR maintains alignment between the Protocols and applicable PUCT rules. ERCOT intends to file additional Revision Requests addressing RMR and MRA processes and evaluation. |

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| Market Segment | Not applicable |

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| Market Rules Notes |

Please note the following NPRR(s) also propose revisions to the following section(s):

* NPRR841, Real-Time Adjustments to Day-Ahead Make Whole Payments due to Ancillary Services Infeasibility Charges
	+ Section 9.5.3
* NPRR845, RMR Process and Agreement Revisions
	+ Section 3.14.1.2
	+ Section 3.14.1.11
	+ Section 3.14.1.12
	+ Section 3.14.1.15
	+ Section 6.6.6.6
* NPRR847, Exceptional Fuel Cost Included in the Mitigated Offer Cap
	+ Section 9.5.3

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| Proposed Protocol Language Revision |

**2.1 DEFINITIONS**

**Must-Run Alternative (MRA)**

A resource operated under the terms of an Agreement with ERCOT as an alternative to an RMR Unit.

**2.2 ACRONYMS AND ABBREVIATIONS**

**NSO** Notification of Suspension of Operations

***3.14.1 Reliability Must Run***

(1) RMR Service is the use by ERCOT, under contracts with Resource Entities, of capacity and energy from Generation Resources that otherwise would not operate and that are necessary to provide voltage support, stability or management of localized transmission constraints under applicable reliability criteria, where market solutions do not exist. This includes service provided by RMR Units and Must-Run Alternatives (MRAs).

(a) Upon receiving a Notification of Suspension of Operations (NSO) from a Resource Entity as described in Section 3.14.1.1, Notification of Suspension of Operations, ERCOT may begin procurement of RMR Service under this Section.

(b) Before entering into an RMR Agreement, ERCOT shall assess alternatives to the proposed RMR Agreement. ERCOT shall evaluate and present in a written report posted on the Market Information System (MIS) Secure Area the information in items (i) through (v) below. ERCOT is not limited in the number of additional scenarios it chooses to evaluate. The written report shall include an explanation as to why the items below are insufficient, either alone or in combination, to fill the requirement that will be met by the potential RMR Unit. The report shall be posted in the time frame required under paragraph (5) of Section 3.14.1.2, ERCOT Evaluation. The list of alternatives ERCOT must consider includes (as reasonable for each type of reliability concern identified):

(i) Redispatch/reconfiguration through operator instruction;

(ii) Automatic Mitigations Plans (AMPs) and Remedial Action Plans (RAPs);

(iii) Remedial Action Schemes (RASs) initiated on unit trips or Transmission Facilities’ Outages;

(iv) Load response alternatives once a suitable Load response service is defined and available; and

(v) Resource alternatives, including capabilities of Distributed Generation (DG), Load Resources, Direct Current Ties (DC Ties), Block Load Transfers (BLTs), etc.

(c) ERCOT shall minimize the use of RMR Units as much as practicable subject to the other provisions of these Protocols. ERCOT may Dispatch an RMR Unit at any time for ERCOT System security.

(d) Each RMR Unit must meet technical requirements specified in Section 8.1.1.1, Ancillary Service Qualification and Testing.

(e) ERCOT may execute RMR Agreements for no less than one month and no more than one year, with one exception. ERCOT may execute an RMR Agreement for a term longer than 12 months if the Resource Entity must make a significant capital expenditure to meet environmental regulations or to ensure availability to continue operating the RMR Unit so as to make an RMR Agreement in excess of 12 months appropriate, in ERCOT’s opinion. The term of a multi-year RMR Agreement must take into account the appropriate RMR exit strategy discussed in Section 3.14.1.4, Exit Strategy from an RMR Agreement. In the event ERCOT chooses to contract for an RMR Unit for longer than one year, ERCOT shall annually re-evaluate the need for the RMR Unit under the criteria set forth in paragraph (b) above. If ERCOT determines the RMR Unit is no longer needed, ERCOT shall enter into exit negotiations with the contract signatories to attempt to exit the contract early. However, ERCOT shall not enter into such negotiations until a Market Notice is issued providing the anticipated RMR exit time frame. The RMR standard Agreement is included in Section 22, Attachment B, Standard Form Reliability Must-Run Agreement. ERCOT shall post each RMR Agreement in its entirety, including amendments or modifications thereto, within five Business Days of execution on the MIS Secure Area.

(f) A Generation Resource is eligible for RMR status based on criteria established by ERCOT indicating its operation is necessary to support ERCOT System reliability according to the Operating Guides. A combined-cycle generation Facility must be treated as a single unit for RMR purposes unless the combustion turbine and the steam turbine can operate separately. If the steam turbine and combustion turbine can operate separately, and the steam turbine is powered by waste heat from more than one combustion turbine, the combustion turbine accepted for RMR Service and a proportionate part of the steam turbine must be treated as a single unit for RMR purposes. If the combustion turbine accepted for RMR Service can operate separately from the steam turbine, and only the combustion turbine is accepted as an RMR Unit, the RMR energy price will be reduced by the value of the combustion turbine’s waste heat calculated at the Fuel Index Price (FIP), except when the steam turbine is Off-Line. ERCOT shall post to the MIS Secure Area the criteria upon which it evaluates whether an RMR Unit meets the test of operational necessity to support ERCOT System reliability within five Business Days of change and shall issue a Market Notice stating the determination is available. This includes the case where a unit previously identified by ERCOT as potentially needed for RMR Service is no longer needed regardless of whether an RMR Agreement was ever signed.

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| ***[NPRR664: Replace paragraph (f) above with the following upon system implementation:]***(f) A Generation Resource is eligible for RMR status based on criteria established by ERCOT indicating its operation is necessary to support ERCOT System reliability according to the Operating Guides. A combined-cycle generation Facility must be treated as a single unit for RMR purposes unless the combustion turbine and the steam turbine can operate separately. If the steam turbine and combustion turbine can operate separately, and the steam turbine is powered by waste heat from more than one combustion turbine, the combustion turbine accepted for RMR Service and a proportionate part of the steam turbine must be treated as a single unit for RMR purposes. If the combustion turbine accepted for RMR Service can operate separately from the steam turbine, and only the combustion turbine is accepted as an RMR Unit, the RMR energy price will be reduced by the value of the combustion turbine’s waste heat calculated at the Fuel Index Price for Resource (FIPRr), except when the steam turbine is Off-Line. ERCOT shall post to the MIS Secure Area the criteria upon which it evaluates whether an RMR Unit meets the test of operational necessity to support ERCOT System reliability within five Business Days of change and shall issue a Market Notice stating the determination is available. This includes the case where a unit previously identified by ERCOT as potentially needed for RMR Service is no longer needed regardless of whether an RMR Agreement was ever signed.  |

(g) A Resource Entity cannot be compelled to enter into an RMR Agreement. A Resource Entity that owns or controls a Generation Resource that is uneconomic to remain in service can voluntarily petition ERCOT for contracted RMR status by following the process in this subsection. ERCOT shall determine whether the Generation Resource is necessary for system reliability based on the criteria set forth in this Section.

(h) ERCOT must contract for the entire capacity of each RMR Unit.

(i) ERCOT shall post on the MIS Secure Area all information relative to the use of RMR Units including energy deployed monthly.

(j) The Resource Entity that owns or controls the RMR Unit may not use the RMR Unit for:

(i) Participating in the bilateral energy market;

(ii) Self-providing of energy except for plant auxiliary Load obligations under the RMR Agreement; and

(iii) Providing of Ancillary Service to any Entity.

(k) ERCOT shall issue a Market Notice on the need for an RMR Unit prior to entering negotiations for the RMR Unit. Such Market Notice shall include the link to the ERCOT final RMR evaluation, the Resource name and pneumonic, the name of the Resource Entity, the name of the Qualified Scheduling Entity (QSE) for the Resource, the Resource MW rating by Season, and potential duration of the RMR Agreement, including anticipated start and end dates.

(l) ERCOT shall, through the issuance of Market Notices, provide the same information, contemporaneously, about the need for, or elimination of an RMR Unit to all registered Market Participants, including QSEs and Resource Entities with RMR Units.

**3.14.1.1 Notification of Suspension of Operations**

(1) Except for the occurrence of a Forced Outage, a Resource Entity must notify ERCOT in writing no less than 150 days prior to the date on which the Resource Entity intends to cease or suspend operation of a Generation Resource for a period of greater than 180 days. If a Generation Resource is to be mothballed on a seasonal basis, the Resource Entity must notify ERCOT in writing no less than 90 days prior to the suspension date and identify its Seasonal Operation Period.

(2) The Resource Entity shall submit a completed Part I and Part II of the Notification of Suspension of Operations (NSO) (found in Section 22, Attachment E, Notification of Suspension of Operations). The Resource Entity may also complete Part III of the NSO and submit it along with Parts I and II, or may wait to submit Part III up to ten days after ERCOT makes a determination that the proposed suspension of the Generation Resource would result in a performance deficiency for which the Generation Resource has a material impact. Part I of the NSO must include the attestation of an officer of the Resource Entity that the Generation Resource is uneconomic to remain in service as currently designated and will be unavailable for Dispatch by ERCOT for a period specified in the NSO.

(3) A Resource Entity ceasing or suspending operations as a result of a Forced Outage lasting greater than 180 days shall notify ERCOT as soon as practicable. An NSO submitted due to a Forced Outage will not be evaluated for RMR status and will not be posted on the MIS.

(4) At least 60 days before the expiration of an existing RMR Agreement, the Resource Entity may apply to renew the RMR Agreement by submitting a new NSO (including both Part I and Part II). Upon receipt of such a renewal request, ERCOT shall update and post to the MIS Secure Area studies as set forth in Section 3.14.1, Reliability Must Run, within 15 Business Days.

**3.14.1.2 ERCOT Evaluation**

(1) Upon receipt of an NSO under Section 3.14.1.1, Notification of Suspension of Operations, ERCOT shall post the NSO on the MIS Secure Area and shall post all existing relevant studies and data and provide a Market Notice of the application and posting of the studies and data.

(2) Within 21 days after receiving the NSO described in paragraph (1) above, unless otherwise notified by ERCOT that a shorter comment period is required, Market Participants may submit comments to ERCOT on whether the Generation Resource(s) referenced in the NSO is necessary to support ERCOT System reliability or should qualify for a multi-year RMR Agreement. ERCOT shall consider and post all submitted comments on the MIS Secure Area.

(3) ERCOT shall conduct a reliability analysis of the need for the Generation Resource(s) to support ERCOT System reliability.

(a) ERCOT shall use the most recent Steady State Working Group (SSWG) base cases in the reliability analysis. ERCOT shall use a Load forecast consistent with current Regional Transmission Plan assumptions and methodologies for the appropriate season(s). If additional new Generation Resources meet the criteria in Planning Guide Section 6.9, Addition of Proposed Generation to the Planning Models, ERCOT shall update the base case to include those additional Generation Resources with the appropriate seasonal ratings.

(b) If the NSO indicates that the Generation Resource(s) will decommission or suspend operation, ERCOT, in its sole discretion, may perform transmission reliability analysis over a planning horizon as defined by the available base cases but not to exceed two years.

(c) For purposes of the reliability analysis, ERCOT shall use the following criteria to identify a performance deficiency that is materially impacted by the Generation Resource:

(i) Without the Generation Resource, there are one or more Transmission Facilities loaded above their Normal Rating under pre-contingency conditions.

(ii) Without the Generation Resource, there is any instability or cascading for any of the following conditions:

(A) Pre-contingency;

(B) Normal system conditions followed by the contingency loss of a generating unit, transmission circuit, common tower outage, transformer, shunt device, or flexible alternating current transmission system (FACTS) device;

(C) Unavailability of a generating unit, followed by Manual System Adjustments, followed by the contingency loss of a generating unit, transmission circuit, common tower outage, transformer, shunt device, or FACTS device; or

(D) Unavailability of a 345/138 kV transformer, followed by Manual System Adjustments, followed by the contingency loss of a generating unit, transmission circuit, common tower outage, transformer, shunt device, or FACTS device.

(iii) Without the Generation Resource, there are one or more Transmission Facilities loaded above 110% of the Emergency Rating under normal system conditions followed by the contingency loss of a generating unit, transmission circuit, common tower outage, transformer, shunt device, or FACTS device.

(iv) For paragraphs (i) through (iii) above the Generation Resource will only be deemed to have a material impact on a performance deficiency that is caused by a thermal overload(s) if the Generation Resource has a more than 2% unloading Shift Factor on the Transmission Facility(s) that is overloaded and more than 5% unloading impact on the Transmission Facility(s) that is overloaded. For purposes herein, an unloading impact is a measure of a reduction in flow on a Transmission Facility as a percent of its Rating due to a unit injection of power from the Generation Resource.

(v) ERCOT may, in its sole discretion, deviate from the above criteria in order to maintain ERCOT System reliability. However, ERCOT shall present its reasons for deviating from the above criteria to the Technical Advisory Committee (TAC) and ERCOT Board.

(d) If the reliability analysis described in paragraphs (a)-(c) above is performed and if the analysis identifies any deficiencies for which the Generation Resource has a material impact during the two year planning horizon, ERCOT shall pursue solutions to those deficiencies in the following order of priority:

(i) Alternatives outlined in paragraph (1)(b) of Section 3.14.1, Reliability Must Run, as well as any other operational alternatives deemed to be viable by ERCOT.

(ii) Transmission upgrades that do not require a Certificate of Convenience and Necessity (CCN) or new rights-of-way that can be implemented prior to the time period that the performance deficiency has been identified.

(iii) Transmission upgrades that require a CCN or new rights-of-way that will eliminate the performance deficiency prior to the time period that the deficiency has been identified.

(iv) If items (i) through (iii) above do not resolve the deficiency, then ERCOT shall attempt to enter into an RMR or MRA Agreement to address the deficiency, if ERCOT determines it is cost-effective to do so. ERCOT is not required to attempt to enter into an MRA Agreement if the Generation Resource is mothballed on a seasonal basis.

(e) Additionally, ERCOT shall conduct any other analysis (e.g., operations studies) as required and shall post all study data and results and all analyses and its determination on the MIS Secure Area and issue a Market Notice of its determination.

(4) Within 30 days after receiving the NSO, ERCOT shall issue a Market Notice indicating the status of the reliability analysis referenced in paragraph (3) above. The Market Notice will indicate one of the following:

(a) ERCOT has completed its reliability analysis and the Generation Resource is not required to support ERCOT System reliability;

(b) ERCOT has completed its reliability analysis and the analysis identifies a performance deficiency for which the Generation Resource has a material impact; or

(c) ERCOT has not completed its reliability analysis and will need additional time to complete the assessement.

(5) Within 60 days after receiving Part I and Part II of the NSO, ERCOT shall complete its reliability analysis described in paragraph (3) above. ERCOT shall issue a Market Notice describing the results of its reliability analysis prior to entering RMR Agreement negotiations with the Resource Entity. Not later than 14 days after completing its reliability analysis, ERCOT shall issue a Market Notice on the status of negotiations with the Generation Resource and on the status of procurement of an MRA. If ERCOT determines that the Generation Resource is not needed to support ERCOT System reliability, then the Generation Resource may cease or suspend operations according to the schedule in its NSO, unless ERCOT in its sole discretion permits the Generation Resource to suspend operations at an earlier date, and ERCOT shall note this in the Market Notice.

(6) Within ten days after a determination by ERCOT that the proposed suspension of the Generation Resource would result in a performance deficiency on which the Generation Resource has a material impact, as described in this Section, the Resource Entity shall, if it has not already done so, complete and submit to ERCOT Part III of the NSO (Section 22, Attachment E, Notification of Suspension of Operations). ERCOT shall post the Part III information on the MIS Secure Area. On the 11th day after the determination or on receipt of Part III of the NSO, whichever comes first, ERCOT and the Resource Entity shall begin good faith negotiations on an RMR Agreement. These negotiations shall include the budgeting process for Eligible Costs and for fuel costs as detailed in Section 3.14.1.11, Budgeting Eligible Costs, and Section 3.14.1.16, Budgeting Fuel Costs.

(7) ERCOT shall issue a Market Notice on the status of the RMR Unit or MRA, including the start date, duration of the RMR or MRA Agreement, the Standby Cost per MW as applicable, and the amount of MW under contract, within 24 hours of signing an RMR or MRA Agreement with a Resource Entity.

(8) Except in cases where the Generation Resource is to be mothballed on a seasonal basis, if after 150 days following ERCOT’s receipt of Part I and Part II of the NSO, ERCOT has neither notifed the Resource Entity that the continued operation of the Generation Resource is not required nor obtained Board approval to enter into an RMR or MRA Agreement, then the Resource Entity may file a complaint with the Public Utility Commission of Texas (PUCT) under subsection (e)(1) of P.U.C. Subst. R. 25.502, Pricing Safeguards in Markets Operated by the Electric Reliability Council of Texas. If the Generation Resource is to be mothballed on a seasonal basis, then the Resource Entity may file such a complaint with the PUCT under subsection (e)(1) of P.U.C. Subst. R. 25.502 if ERCOT has neither notified the Resource Entity that the continued operation of the Generation Resource is not required nor obtained Board approval to enter into an RMR Agreement within 90 days following ERCOT’s receipt of Part I and Part II of the NSO.

(9) If the ERCOT Board approves entering into an RMR Agreement but ERCOT and the Resource Entity have not both executed the RMR Agreement by the date on which the Resource Entity intends to cease or suspend operation of the Generation Resource, then the Resource Entity shall maintain that Generation Resource(s) so that it is available for Reliability Unit Commitment (RUC) commitment until no longer required to do so under subsection (e)(2) of P.U.C. Subst. R. 25.502.

**3.14.1.3 ERCOT Board Approval of RMR and MRA Agreements**

(1) If ERCOT determines that an RMR or MRA Agreement is a cost-effective solution to remedy a performance deficiency for which the suspending Generation Resource has a material impact as described in paragraph (3) of Section 3.14.1.2, ERCOT Evaluation, or if ERCOT has identified such a performance deficiency but has determined that entering into an RMR or MRA Agreement is not a cost-effective solution to that performance deficiency, then ERCOT shall present this finding to the ERCOT Board for approval. In seeking such approval, ERCOT shall stipulate to the ERCOT Board that:

(a) The Resource Entity provided a complete and timely NSO including a sworn attestation supporting its claim of pending Generation Resource closure;

(b) ERCOT received all of the data necessary to evaluate the need for and provisions of the RMR or MRA Agreement, and that information was posted on the MIS Secure Area by ERCOT as it became available to ERCOT;

(c) When executed, the signed RMR or MRA Agreement will comply with the ERCOT Protocols and be posted on the MIS Secure Area;

(d) ERCOT evaluated:

(i) The reasonable alternatives to a specific RMR Agreement as set forth in Section 3.14.1, Reliability Must Run, and compared the alternatives against the feasibility, cost and reliability impacts of the signed RMR Agreement;

(ii) The timeframe in which ERCOT expects each unit to be needed for reliability; and

(iii) The specific type and scope of reliability concerns identified for each RMR Unit or MRA as applicable.

(2) ERCOT shall execute the RMR or MRA Agreement as soon as feasible after receiving ERCOT Board approval to do so.

(3) ERCOT shall post on the MIS Secure Area, as they become available, unit-specific studies, reports, and data, by which ERCOT justified entering into the RMR or MRA Agreement.

**3.14.1.5 Potential Alternatives to RMR Agreements**

(1) ERCOT shall provide reasonably available information that would enable potential MRAs to assess the feasibility of submitting a proposal to provide a more cost‑effective alternative to an RMR Unit through the regional planning process, including any known minimum technical requirements and/or operational characteristics required to eliminate the need for the RMR Unit. The Technical Advisory Committee (TAC) shall review the output of the regional planning process and provide guidance prior to entering into an agreement with an MRA (MRA Agreement).

(2) After the process identified in paragraph (1) above, and subsequent to the issuance of a Market Notice on the intent to enter into an MRA Agreement detailing the solution, location and MW as applicable, ERCOT may negotiate a contract for an MRA that:

(a) Technically provides an acceptable solution to the reliability concern that would otherwise be solved by the RMR Unit(s);

(b) Will provide a more cost effective alternative to continued service by the RMR Unit (evaluated over the exit strategy period); provided, however, that no proposed MRA will be considered if it does not provide at least $1 million in annual savings over the projected net annualized costs for the RMR Unit; and

(c) Satisfies objective financial criteria to demonstrate that the seller is reasonably able to fulfill its performance obligations as determined by ERCOT.

(3) If the resulting MRA Agreement would result in significantly lower total costs than continued service by the RMR Agreement, and otherwise meets the requirements of this subsection, ERCOT may sign the MRA Agreement, pursuant to Section 3.14.1.3, ERCOT Board Approval of Signed RMR and MRA Agreements. ERCOT shall issue a Market Notice documenting the solution, location(s), and expected MW and duration of supply, as applicable, within 24 hours of signing the MRA Agreement. The term of the MRA Agreement must be limited to the time period until the cost effective exit strategy can be implemented.

(4) If the execution of an MRA Agreement would result in the foreclosure of other technically viable solutions (e.g*.*, the RMR Unit that is being replaced by the MRA Agreement retires and is no longer available as an alternative to the MRA Agreement), the MRA Agreement shall include terms and conditions that limit the MRA owner’s ability to withdraw or raise the price of the MRA Agreement in future years until an exit strategy can be implemented.

(5) For any MRA Agreement entered into by ERCOT, ERCOT shall annually update the list of feasible alternatives developed in Section 3.14.1.4, Exit Strategy from an RMR Agreement, and provide an update of that information to the TAC and the ERCOT Board.

**3.14.1.8 RMR and/or MRA Contract Extension**

(1) This section applies only to RMR exit strategies corresponding to specific RMR or MRA Agreements that have not been terminated.

(a) Forty-five days prior to the termination date of an existing RMR or MRA Agreement, pursuant to the 90-day termination notice as described in paragraph A(2) of Section 3, Term and Termination, of Section 22, Attachment B, Standard Form Reliability Must-Run Agreement, ERCOT shall assess the likelihood of completion of the Transmission Facilities upgrade project(s) or other exit strategies necessary to allow termination of an existing RMR or MRA Agreement based on the updates of project status provided by the TSP(s). If ERCOT determines that a delay in the termination date of the existing RMR or MRA Agreement is necessary to allow completion of the Transmission Facilities upgrade(s), it shall provide written Notice to the Resource Entity that owns or controls the RMR Unit or the QSE that represents the MRA of its intent to execute an extension to the existing RMR or MRA Agreement no later than 30 days prior to the planned termination date. Within 24 hours of ERCOT providing this Notice to the Resource Entity that owns or controls the RMR Unit or the QSE that represents the MRA, ERCOT shall issue a Market Notice on its intent to execute an extension to the existing RMR or MRA Agreement. The Market Notice must contain the name and seasonal MW ratings of the RMR Unit or MRA and the expected duration of the contract extension, including the expected termination date. ERCOT shall notify the Board of the extension at the Board’s next regularly scheduled meeting.

(b) Forty-five days prior to the expiration date of an existing RMR or MRA Agreement for which the Resource Entity that owns or controls the RMR Unit or the QSE that represents the MRA has applied for renewal, ERCOT shall assess the likelihood of completion of the Transmission Facilities upgrade project(s) necessary to eliminate the reliability need for a Resource with an existing RMR or MRA Agreement based on the updates of project status provided by the TSP(s). If ERCOT determines that an extension of the existing RMR or MRA Agreement of no more than 90 days would allow completion of the Transmission Facilities upgrade(s), it shall provide written Notice to the Resource Entity that owns or controls the RMR Unit or the QSE that represents the MRA of its intent to execute an extension to the existing RMR or MRA Agreement no later than 30 days prior to the planned expiration date. Within 24 hours of ERCOT providing this Notice to the Resource Entity that owns or controls the RMR Unit or the QSE that represents the MRA, ERCOT shall issue a Market Notice on its intent to execute an extension to the existing RMR or MRA Agreement. The Market Notice must contain the name and seasonal MW ratings of the RMR Unit or MRA and the expected duration of the contract extension, including the expected termination date. ERCOT shall notify the Board of the extension at the Board’s next regularly scheduled meeting.

(c) ERCOT may extend the existing RMR or MRA Agreement as necessary to allow completion of the Transmission Facilities upgrade(s), but in no event shall the extension last more than 90 days from the termination or expiration date of the existing RMR or MRA Agreement.

(d) Forty-five days prior to the end of the period for which the existing RMR or MRA Agreement has been extended, ERCOT shall assess whether the transmission upgrades are likely to be completed. If ERCOT determines that the upgrades are not likely to be completed, ERCOT shall enter into negotiations with the Resource Entity that owns or controls the RMR Unit or the QSE that represents the MRA to negotiate a new RMR or MRA Agreement to allow completion of the planned transmission upgrades. ERCOT shall issue a Market Notice on or before the date that extension negotiations begin with the Resource Entity that owns or controls the RMR Unit or the QSE that represents the MRA. The Market Notice must contain the name and seasonal MW ratings of the RMR Unit or MRA and the expected duration of the contract extension, including the expected termination date. Additionally, the Market Notice must contain a description of the exit strategy and the status of progress of exit strategy projects. ERCOT shall notify the Board of the extension at the Board’s next regularly scheduled meeting.

**3.14.1.11 Budgeting Eligible Costs**

(1) The owner of an RMR Unit shall provide a good faith preliminary budget, including detailed monthly estimates of its Eligible Costs to ERCOT as part of the RMR Agreement negotiation process as described in paragraph (3) below, in a format acceptable to ERCOT. ERCOT shall review and may approve the budget and use these figures as the basis for calculating the Standby Price ($/Hour) which is paid on the Initial Settlement for RMR Service. Actual Eligible Costs incurred by the RMR Unit will be used for subsequent Final, Resettlement, or True-Up Settlements as agreed upon in Section 6.6.6, Reliability Must-Run Settlement.

(2) As part of the MRA evaluation process, the QSE that represents the MRA must notify ERCOT if any contributed capital expenditures are required under the proposed MRA Agreement. The QSE that represents the MRA shall provide an explanation and a good faith preliminary budget for the contributed capital expenditures in a format acceptable to ERCOT. ERCOT shall review and may approve the budget to determine which costs would be considered contributed capital expenditures in accordance with Section 3.14.1.16, Charge for Contributed Capital Expenditures.

(3) The Eligible Cost budgeting process is as follows:

(a) The RMR Unit owner shall supply ERCOT a preliminary Eligible Cost budget for the expected RMR Agreement period starting with the anticipated effective date of the RMR Agreement.

(b) The preliminary Eligibile Cost budget should be submitted in conjunction with Part III of the NSO, as specified in paragraph (2) of Section 3.14.1.1, Notification of Suspension of Operations, and paragraph (6) of Section 3.14.1.2, ERCOT Evaluation.

(c) The budget will include Eligible Costs categorized in terms of:

(i) Base Cost of Operations, by month, which includes Eligible Costs that are independent of the levels of operation, Outages and non-Outage maintenance;

(ii) Outage Maintenance Cost, which includes Eligible Costs attributable to Planned or Maintenance Outages and/or inspections occurring during the term of the RMR Agreement, by month. Maintenance alternatives available during any Planned or Maintenance Outage must be presented to ERCOT for determination of the alternative to be performed and paid for under the RMR Agreement. The RMR Unit owner must present ERCOT with a budget for each option, benefits of each alternative, unit availability impact associated with not performing each alternative, and a recommendation to facilitate ERCOT’s selection process. If no reasonable alternatives are available then the RMR Unit owner shall provide an affirmation to that effect;

(iii) Non-Outage Maintenance Cost, by month, which includes non-recurring Eligible Costs that are independent of a particular scheduled Outage. Non-Outage maintenance alternatives available during any scheduled Outage must be presented to ERCOT for determination of the alternative to be performed and paid for under the RMR Agreement. The RMR Unit owner must present ERCOT with a budget for each option, benefits of each alternative, unit availability impact associated with not performing each alternative, and a recommendation to facilitate ERCOT’s selection process. If no reasonable alternatives are available then an affirmation by the RMR Unit owner to that effect must be included in the RMR Agreement;

(iv) Variable Operations and Maintenance (O&M) costs, unless the RMR Unit had been previously approved for verifiable costs;

(v) Other budget items means Eligible Costs not clearly identifiable in the previous three categories including:

(A) Environmental emission credit consumption (or purchase as explicitly defined under the RMR Agreement, to operate the unit) includes the opportunity cost for using emission credits through the combustion of fuel feedstock by the RMR Unit. Costs must be based on verifiable market data as supplied by the RMR Unit owner; and

(B) “Compliance Costs,” which includes foreseeable costs to comply with regulations, Federal or state that have a compliance deadline that occurs during the term of the RMR Agreement.

(d) Thirty days after receipt of the preliminary Eligible Costs budget, ERCOT shall notify the RMR Unit owner of its selections under the alternatives provided in the preliminary budget. The RMR Unit owner and ERCOT shall set the Target Availability consistent with the options presented to and selected by during the budgeting process. The Target Availability shall be determined by taking into account a negotiated amount of predicted Forced Outages and Planned Outages identified during the budgeting process.

(4) Upon commencement of the RMR Agreement, the RMR Unit owner shall submit to ERCOT quarterly updated budget information, in a format consistent with the preliminary budget, for the remainder of the term of the RMR Agreement.

**3.14.1.12 Reporting Actual RMR Eligible Costs**

(1) The RMR Unit owner shall provide ERCOT with actual Eligible Costs on a monthly basis in a level of detail sufficient for ERCOT to verify that all Eligible Costs are actual and appropriate. Submitted actual Eligible Costs must be categorized consistently with budgeted Eligible Costs. Actual cost data must be submitted on time by the Resource Entity for the RMR Unit and then verified by ERCOT so the actual cost data can be reflected in the True-Up Settlement Statement. To be considered timely for the final, actual cost data for month ‘x’ must be submitted by the 16th of the month following month ‘x’. To be considered timely for the true-up, actual cost data for month ‘x’ must be submitted 30 days prior to the publishing date of the True-Up Settlement Statement for the first day in month ‘x’. Any deviation in filing actual cost data in accordance with this calendar must be requested of ERCOT, by the QSE representing an RMR Unit. Such request for deviation shall contain the reason for the inability to meet the calendar and an expected date that the cost data will be provided to ERCOT. At its discretion ERCOT may choose to honor such a request. ERCOT shall post on the MIS Public Area any such request and response thereto. In the event, that actual cost data is not submitted in accordance with the calendar or approved deviation for the true-up, then the cost for the portion of eligible cost that has not been submitted is deemed to be zero.

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| ***[NPRR659: Replace Section 3.14.1.12 above with the following upon system implementation:]*****3.14.1.12 Reporting Actual RMR Eligible Costs** (1) The RMR Unit owner shall provide ERCOT with actual Eligible Costs on a monthly basis in a level of detail sufficient for ERCOT to verify that all Eligible Costs are actual and appropriate. Submitted actual Eligible Costs must be categorized consistently with budgeted Eligible Costs. Actual cost data must be submitted on time by the Resource Entity for the RMR Unit and then verified by ERCOT so the actual cost data can be reflected in the True-Up Settlement Statement. To be considered timely for the final, actual cost data for month ‘x’ must be submitted by the 16th of the month following month ‘x’. To be considered timely for the true-up, actual cost data for month ‘x’ must be submitted 30 days prior to the publishing date of the True-Up Settlement Statement for the first day in month ‘x’. Any deviation in filing actual cost data in accordance with this calendar must be requested of ERCOT, by the QSE representing an RMR Unit. Such request for deviation shall contain the reason for the inability to meet the calendar and an expected date that the cost data will be provided to ERCOT. At its discretion ERCOT may choose to honor such a request. No later than two Business Days following its decision, ERCOT shall issue a Market Notice of any such request and its response thereto. In the event, that actual cost data is not submitted in accordance with the calendar or approved deviation for the true-up, then the cost for the portion of eligible cost that has not been submitted is deemed to be zero. |

**3.14.1.13 Reporting Actual MRA Eligible Costs**

(1) The QSE that represents the MRA that has received contributed capital expenditures shall provide ERCOT with evidence of the actual costs associated with the capital expenditures on a monthly basis in a level of detail sufficient for ERCOT to verify that all capital contributions costs are actual and appropriate.

**3.14.1.16 Charge for Contributed Capital Expenditures**

(1) This Section applies to any RMR or MRA Agreement entered into by ERCOT and a Resource Entity or QSE on or after October 12, 2016.

(2) For purposes of this Section, contributed capital expenditures are defined as expenditures that were made to ensure the availability of an RMR Unit or MRA in connection with an RMR or MRA Agreement, that were settled in accordance with the Settlement processes in the ERCOT Protocols, and that would ordinarily be capitalized under Generally Accepted Accounting Principles (GAAP) or International Accounting Standards (IAS) assuming ongoing operation of the RMR Unit or MRA. Consistent with the process described in Section 3.14.1.11, Budgeting Eligible Costs, ERCOT will identify contributed capital expenditure items included in each category of submitted Eligible Costs as defined in Section 3.14.1.10, Eligible Costs, or submitted with any MRA budgets.

(3) A QSE that has received payments from ERCOT for contributed capital expenditures pursuant to an RMR or MRA Agreement entered into on or after October 12, 2016 must refund to ERCOT the contributed capital expenditures as follows:

(a) At the end of the RMR Agreement, if the Resource Entity chooses not to have the Generation Resource participate in energy or Ancillary Service markets, the QSE representing the Resource Entity shall repay, in a lump sum payment, the positive salvage value associated with the contributed capital expenditures, as estimated at the time of the RMR Agreement.

(b) At the end of the MRA Agreement, if the QSE that represents the MRA chooses not to have the MRA participate in energy or Ancillary Service markets, the QSE representing the MRA shall repay, in a lump sum payment, the positive salvage value associated with the contributed capital expenditures, as estimated at the time of the MRA Agreement. In addition, the QSE that represents the MRA must repay, in a lump sum payment, the value of contributed capital expenditures in excess of the actual cost of the capitalized equipment.

(c) If an RMR Unit or MRA participates in the energy or Ancillary Service markets at any time after the termination date of the RMR or MRA Agreement, the Resource Entity that owns or controls the RMR Unit or the QSE that represents the MRA shall repay, in a lump sum payment, 100% of the remaining book value of the capitalized equipment and capitalized installation charges based on straight-line depreciation over the estimated life of the capitalized component(s) as of the termination date of the RMR or MRA Agreement in accordance with GAAP or IAS standards for electric utility equipment, plus 10% of the value of any accelerated tax depreciation associated with the capital contribution taken by the Resource Entity that owns or controls the RMR Unit or the QSE that represents the MRA during the term of the RMR or MRA Agreement, less any remaining positive salvage value associated with the contributed capital expenditures that was previously repaid in accordance with paragraph (a) or (b) above. The estimated life shall be based on documentation provided by the manufacturer; or, if installing used equipment, the estimated life may be based on an approximation agreed to by the Resource Entity that owns or controls the RMR Unit or the QSE that represents the MRA and ERCOT, but in no event shall the estimated life be less than the equipment life used for federal income tax purposes. The value of the accelerated tax depreciation for each year shall be the difference between the straight line figure and the appropriate Modified Accelerated Cost Recovery System (MACRS) depreciation schedule for the equipment, multiplied by the statutory tax rate. The calculation of the accelerated depreciation as described herein must be supported by an attestation executed by an officer or executive with the authority to bind the Resource Entity or the QSE representing the Resource Entity.

(d) If additional contributed capital expenditures are identified subsequent to execution and during the term of the RMR or MRA Agreement, the applicable repayment amounts as determined in paragraphs (a), (b), or (c) above will be modified accordingly.

(e) If the Resource Entity that owns or controls the RMR Unit or the QSE that represents the MRA is required to pay a lump sum payment of contributed capital expenditures per paragraph (a), (b), or (c) above, then ERCOT will issue a Market Notice identifying the amount of the lump sum payment within five Business Days of termination of the RMR or MRA Agreement.

(i) No later than 90 days after termination of the RMR or MRA Agreement, ERCOT shall issue a miscellaneous Invoice charging the QSE for the applicable amounts under paragraphs (a), (b), or (c) above. ERCOT will issue a Market Notice after completion of the collection and disbursement of the repaid contributed capital expenditures.

(ii) ERCOT shall distribute the repayment to QSEs representing Load per Section 6.6.6.6, Method for Collecting and Distributing RMR and MRA Contributed Capital Expenditures.

**6.6.6.6 Method for Collecting and Distributing RMR and MRA Contributed Capital Expenditures**

(1) ERCOT shall collect and distribute RMR contributed capital expenditures described in Section 3.14.1.16, Charge for Contributed Capital Expenditures, as follows:

(a) The one-time charge to the QSE to collect the lump sum of contributed capital expenditures will be reflected as:

RMRCERAMT *q, r, c*

(b) The one-time payment to be calculated as follows:

LARMRCERAMT *q* = (-1) \*  MRMRCER / MH *q, r* \* HLRS *q*

Where:

MRMRCER = RMRCERAMT *q, r, c* / CM *q, r, c*

The HLRS used will be the HLRS for each day within the contracted month M. The most recent approved HLRS available at time the miscellaneous Invoice is posted will be used. The miscellaneous Invoice will not be re-calculated with subsequent Settlement runs unless required by a dispute or Alternative Dispute Resolution (ADR). If a dispute or ADR requires ERCOT to re-issue the miscellaneous Invoice, the most recent approved HLRS values will be used.

The above variables are defined as follows:

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| **Variable** | **Unit** | **Description** |
| RMRCERAMT *q, r, c* | $ | *Reliability Must-Run Capital Expenditure Refund Amount* – The lump sum amount of contributed capital expenditures refunded to ERCOT per Section 3.14.1.16.  |
| MRMRCER | $ | *Monthly Reliability Must-Run Capital Expenditure Refund* – The lump sum amount of contributed capital expenditures refunded to ERCOT per Section 3.14.1.16 pro-rated over the number of months of the RMR Agreement. |
| LARMRCERAMT *q* | $ | *Load Allocated Reliability Must-Run Capital Expenditure Refund Amount* – The amount of refunded capital expenditures paid to QSE *q* based on its HLRS. |
| HLRS *q* | none | *Hourly Load Ratio Share per QSE* – The hourly LRS calculated for QSE *q* for the hour for month M. See Section 6.6.2.4, QSE Load Ratio Share for an Operating Hour.  |
| MH *q, r* | hour | *Number of Hours in the Month per QSE per Resource*—The total number of hours in the month, when RMR Unit *r* represented by QSE *q* is under an RMR Agreement. Where for a Combined Cycle Train, the Resource *r* is the Combined Cycle Train. |
| CM *q, r, c* | none | The number of months of the RMR Agreement period. |
| M | none | A month in the RMR Agreement period. |
| D | none | The number of days in the month. |
| *q* | none | A QSE. |
| *c* | none | An RMR Agreement. |
| *r* | none | An RMR Unit. |

(2) ERCOT shall collect and distribute Must-Run Alternative (MRA) contributed capital expenditures described in Section 3.14.1.16 as follows:

(a) The one-time charge to the QSE to collect the lump sum of contributed capital expenditures will be reflected as:

MRACERAMT *q, r, c*

(b) The one-time payment is calculated as follows:

LAMRACERAMT *q* = (-1) \*  MMRACER / MH *q, r* \* HLRS *q*

Where:

MMRACER = MRACERAMT *q, r, c* / CM *q, r, c*

The HLRS used will be the HLRS for each day within the contracted month M. The most recent approved HLRS available at time the miscellaneous Invoice is posted will be used. The miscellaneous Invoice will not be re-calculated with subsequent Settlement runs unless required by a dispute or ADR. If a dispute or ADR requires ERCOT to re-issue the miscellaneous Invoice, the most recent approved HLRS values will be used.

The above variables are defined as follows:

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| **Variable** | **Unit** | **Description** |
| MRACERAMT *q, r, c* | $ | *Must-Run Alternative Capital Expenditure Refund Amount* – The lump sum amount of contributed capital expenditures refunded to ERCOT per Section 3.14.1.16.  |
| MMRACER | $ | *Monthly Must-Run Alternative Capital Expenditure Refund* – The lump sum amount of contributed capital expenditures refunded to ERCOT per Section 3.14.1.16 pro-rated over the number of months of the MRA Agreement. |
| LAMRACERAMT *q* | $ | *Load Allocated Must-Run Alternative Capital Expenditure Refund Amount* – The amount of refunded capital expenditures paid to QSE *q* based on its HLRS. |
| HLRS *q* | none | *Hourly Load Ratio Share per QSE* – The hourly LRS calculated for QSE *q* for the hour for month M. See Section 6.6.2.4, QSE Load Ratio Share for an Operating Hour.  |
| MH *q, r* | hour | *Number of Hours in the Month per QSE per Resource*—The total number of hours in the month, when MRA *r* represented by QSE *q* is under an MRA Agreement. Where for a Combined Cycle Train, the Resource *r* is a Combined Cycle Train. |
| CM *q, r, c* | none | The number of months of the MRA Agreement period. |
| M | none | A month in the MRA Agreement period. |
| D | none | The number of days in the month. |
| *q* | none | A QSE. |
| *c* | none | An MRA Agreement. |
| *r* | none | An MRA. |

9.5.3 Real-Time Market Settlement Charge Types

(1) ERCOT shall provide, on each RTM Settlement Statement, the dollar amount for each RTM Settlement charge and payment. The RTM Settlement “Charge Types” are:

(a) Section 5.7.1, RUC Make-Whole Payment;

(b) Section 5.7.2, RUC Clawback Charge;

(c) Section 5.7.3, Payment When ERCOT Decommits a QSE-Committed Resource;

(d) Section 5.7.4.1, RUC Capacity-Short Charge;

(e) Section 5.7.4.2, RUC Make-Whole Uplift Charge;

(f) Section [5.7.5, RUC Clawback Payment](#_Toc109528011);

(g) Section [5.7.6, RUC Decommitment Charge](#_Toc109528014);

(h) Section 6.6.3.1, Real-Time Energy Imbalance Payment or Charge at a Resource Node;

(i) Section 6.6.3.2, Real-Time Energy Imbalance Payment or Charge at a Load Zone;

(j) Section 6.6.3.3, Real-Time Energy Imbalance Payment or Charge at a Hub;

(k) Section 6.6.3.4, Real-Time Energy Payment for DC Tie Import;

(l) Section 6.6.3.5, Real-Time Payment for a Block Load Transfer Point;

(m) Section 6.6.3.6, Real-Time Energy Charge for DC Tie Export Represented by the QSE Under the Oklaunion Exemption;

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| ***[NPRR664: Insert items (n) and (o) below upon system implementation and renumber accordingly:]***(n) Section 6.6.3.7, Real-Time Make-Whole Payment for Exceptional Fuel Cost;(o) Section 6.6.3.8, Real-Time Make-Whole Charge for Exceptional Fuel Cost; |

(n) Section 6.6.3.7, Real-Time High Dispatch Limit Override Energy Payment;

(o) Section 6.6.3.8, Real-Time High Dispatch Limit Override Energy Charge;

(p) Section 6.6.4, Real-Time Congestion Payment or Charge for Self-Schedules;

(q) Section 6.6.5.1.1.1, Base Point Deviation Charge for Over Generation;

(r) Section 6.6.5.1.1.2, Base Point Deviation Charge for Under Generation;

(s) Section 6.6.5.2, IRR Generation Resource Base Point Deviation Charge;

(t) Section 6.6.5.4, Base Point Deviation Payment;

(u) Section 6.6.6.1, RMR Standby Payment;

(v) Section 6.6.6.2, RMR Payment for Energy;

(w) Section 6.6.6.3, RMR Adjustment Charge;

(x) Section 6.6.6.4, RMR Charge for Unexcused Misconduct;

(y) Section 6.6.6.5, RMR Service Charge;

(z) Section 6.6.6.6, Method for Collecting and Distributing RMR and MRA Contributed Capital Expenditures;

(aa) Paragraph (2) of Section 6.6.7.1, Voltage Support Service Payments;

(bb) Paragraph (4) of Section 6.6.7.1;

(cc) Section 6.6.7.2, Voltage Support Charge;

(dd) Section 6.6.8.1, Black Start Hourly Standby Fee Payment;

(ee) Section 6.6.8.2, Black Start Capacity Charge;

(ff) Section 6.6.9.1, Payment for Emergency Power Increase Directed by ERCOT;

(gg) Section 6.6.9.2, Charge for Emergency Power Increases;

(hh) Section 6.6.10, Real-Time Revenue Neutrality Allocation;

(ii) Paragraph (1)(a) of Section 6.7.1, Payments for Ancillary Service Capacity Sold in a Supplemental Ancillary Services Market (SASM) or Reconfiguration Supplemental Ancillary Services Market (RSASM);

(jj) Paragraph (1)(b) of Section 6.7.1;

(kk) Paragraph (1)(c) of Section 6.7.1;

(ll) Paragraph (1)(d) of Section 6.7.1;

(mm) Paragraph (1)(a) of Section 6.7.2, Payments for Ancillary Service Capacity Assigned in Real-Time Operations;

(nn) Paragraph (1)(b) of Section 6.7.2;

(oo) Paragraph (1)(a) of Section 6.7.2.1, Charges for Infeasible Ancillary Service Capacity Due to Transmission Constraints;

(pp) Paragraph (1)(b) of Section 6.7.2.1;

(qq) Paragraph (1)(c) of Section 6.7.2.1;

(rr) Paragraph (1)(d) of Section 6.7.2.1;

(ss) Paragraph (1)(a) of Section 6.7.3, Charges for Ancillary Service Capacity Replaced Due to Failure to Provide;

(tt) Paragraph (1)(b) of Section 6.7.3;

(uu) Paragraph (1)(c) of Section 6.7.3;

(vv) Paragraph (1)(d) of Section 6.7.3;

(ww) Paragraph (2) of Section 6.7.4, Adjustments to Cost Allocations for Ancillary Services Procurement;

(xx) Paragraph (3) of Section 6.7.4;

(yy) Paragraph (4) of Section 6.7.4;

(zz) Paragraph (5) of Section 6.7.4;

(aaa) Paragraph (7) of Section 6.7.5, Real-Time Ancillary Service Imbalance Payment or Charge (Real-Time Ancillary Service Imbalance Amount);

(bbb) Paragraph (7) of Section 6.7.5, (Real-Time Reliability Deployment Ancillary Service Imbalance Amount);

(ccc) Paragraph (8) of Section 6.7.5, (Real-Time RUC Ancillary Service Reserve Amount);

(ddd) Paragraph (8) of Section 6.7.5, (Real-Time Reliability Deployment RUC Ancillary Service Reserve Amount);

(eee) Section 6.7.6, Real Time Ancillary Service Imbalance Revenue Neutrality Allocation (Load-Allocated Ancillary Service Imbalance Revenue Neutrality Amount);

(fff) Section 6.7.6, (Load-Allocated Reliability Deployment Ancillary Service Imbalance Revenue Neutrality Amount);

(ggg) Section 7.9.2.1, Payments and Charges for PTP Obligations Settled in Real-Time; and

(hhh) Section 9.16.1, ERCOT System Administration Fee.

(2) In the event that ERCOT is unable to execute the Day-Ahead Market (DAM), ERCOT shall provide, on each RTM Settlement Statement, the dollar amount for the following RTM Congestion Revenue Right (CRR) Settlement charges and payments:

(a) Section 7.9.2.4, Payments for FGRs in Real-Time; and

(b) Section 7.9.2.5, Payments and Charges for PTP Obligations with Refund in Real-Time.