

September 9, 2013

**VIA E-MAIL**

Ms. Melissa Jurgens  
Office of the Secretariat  
Commodity Futures Trading Commission  
Three Lafayette Centre  
1155 21st Street, N.W.  
Washington, D.C. 20581

**Re: Rule 40.6(a) Certification. Notification Regarding the Delisting of Five (5)  
NYMEX Electricity Futures Contracts  
NYMEX Submission #13-377**

Dear Ms. Jurgens,

The New York Mercantile Exchange, Inc. ("NYMEX" or "Exchange") is notifying the Commodity Futures Trading Commission ("CFTC" or "Commission") that it is self-certifying the delisting of five (5) electricity futures contracts effective immediately, as set out below:

Product Name	Clearing Code	NYMEX Rule Chapter
Dow Jones Mid-Columbia Electricity Price Index 5 MW Futures	DO	643
Dow Jones Palo Verde Electricity Price Index 5 MW Peak Futures	DSP	758
Dow Jones Palo Verde Electricity Price Index 5 MW Off-Peak Futures	DSO	759
Dow Jones Mead/Marketplace Electricity Price Index 5 MW Peak Futures	DMP	760
Dow Jones Mead/Marketplace Electricity Price Index 5 MW Off-Peak Futures	DMO	761

These contracts will be delisted from CME Globex, the NYMEX trading floor, and CME ClearPort, the venues on which they are currently listed. There is no open interest in these contracts.

As a result of the delisting, information regarding these contracts has been deleted from the respective product rule chapters, related position limits in the Position Limit, Position Accountability and Reportable Level Table located in the Interpretations and Special Notices Section of Chapter 5 (Trading Qualifications and Practices) of the NYMEX Rulebook, the CME Globex non-reviewable ranges located in Rule 588.H of the NYMEX Rulebook, and the list of block-eligible products located on the CME Group website. (Please see Appendix A and B).

NYMEX business staff responsible for the delisting of the contracts and the NYMEX Legal Department collectively reviewed the designated contract market core principles ("Core Principles") as set forth in the Commodity Exchange Act ("CEA"). During the review, NYMEX staff identified that the delisting of the contracts may have some bearing on the following Core Principles:

- **Emergency Authority:** There is no open interest in these contracts, and therefore there will be no market disruption related to their delisting.
- **Availability of General Information:** Notice will be made of the contracts' delisting, and upon delisting, the terms and conditions of these contracts will no longer be available to the marketplace.

Pursuant to Section 5c(c) of the Commodity Exchange Act (“Act”) and CFTC Rule 40.6(a), the Exchange hereby certifies that the delisting of these contracts complies with the Act, including regulations under the Act. There were no substantive opposing views to this proposal.

The Exchange certifies that this submission has been concurrently posted on the Exchange’s website at <http://www.cmegroup.com/market-regulation/rule-filings.html>.

Should you have any questions concerning the above, please contact the undersigned at (212) 299-2200 or [Christopher.Bowen@cmegroup.com](mailto:Christopher.Bowen@cmegroup.com)

Sincerely,

/s/Christopher Bowen  
Managing Director and Chief Regulatory Counsel

Attachments: Appendix A – Position Limit, Position Accountability, and Reportable Level Table in Chapter 5 of the NYMEX Rulebook (attached under separate cover)  
Appendix B – NYMEX Rulebook Revision

Appendix A

Position Limit, Position Accountability, and Reportable Level Table in Chapter 5 of the NYMEX Rulebook,  
(Attached under separate cover)

Appendix B  
(~~strikethrough indicates deletion~~)

**Chapter 643**  
**~~Dow Jones Mid-Columbia Electricity Price Index 5 MW Futures~~**

**643.01. SCOPE**

~~The provisions of these rules shall apply to all contracts bought or sold on the Exchange for cash settlement based on the Floating Prices.~~

**643.02. FLOATING PRICE**

~~The Floating Price will be determined for each contract month. The Floating Price will be equal to the arithmetic average of all firm, day-ahead Mid-Columbia prices published by Dow Jones and Company for all peak hours in the contract month.~~

**643.03. PEAK DAYS**

~~"Peak Day" shall mean a Monday through Saturday, excluding North American Electric Reliability Council holidays~~

**643.04. PEAK HOURS**

~~From Hour Ending (HE) 0700 through HE 2200, Pacific Time.~~

**643.05. CONTRACT QUANTITY AND VALUE**

~~The contract quantity shall be 80 Megawatt hours (MWh) based on a flow rate of 5 Megawatts (MW) per peak hour. Each futures contract shall be valued as the contract quantity multiplied by the settlement price.~~

**643.06. CONTRACT MONTHS**

~~Trading shall be conducted in contracts in such months as shall be determined by the Board of Directors.~~

**643.07. PRICES AND FLUCTUATIONS**

~~Prices shall be quoted in U.S. dollars and cents per MWH. The minimum price fluctuation shall be \$0.05 per MWH. There shall be no maximum price fluctuation.~~

**643.08. TERMINATION OF TRADING**

~~Trading shall cease on the last business day of the contract month.~~

**643.09. FINAL SETTLEMENT**

~~Delivery under the contract shall be by cash settlement. Final settlement, following termination of trading for a contract month, will be based on the Floating Price. The final settlement price will be the Floating Price calculated for each contract month.~~

**643.10. PAYMENT DATE**

~~Ten (10) business days following each contract month.~~

**643.11. RESERVED**

**643.12. DISCLAIMER**

~~Dow Jones and Company, Inc. ("Dow Jones"), licenses The New York Mercantile Exchange, Inc. ("NYMEX") to use various Dow Jones price assessments in connection with the trading or posting of the contracts.~~

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THE FOREGOING, IN NO EVENT SHALL NYMEX OR DOW JONES HAVE ANY LIABILITY FOR ANY LOST PROFITS OR INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

## **Chapter 758**

### **Dow Jones Palo Verde Electricity Price Index 5 MW Peak Futures**

#### **758.01. SCOPE**

The provisions of these rules shall apply to all contracts bought or sold on the Exchange for cash settlement based on the Floating Prices (as defined in Rule 758.02).

#### **758.02. FLOATING PRICE**

The "Floating Price" will be determined for each contract month as follows:

The Floating Price will be equal to the arithmetic average of all daily prices in the contract month of the Dow Jones Palo Verde Electricity Price Index<sup>SM</sup> (the "Index"), as published by CME Group Index Services LLC, for Firm Energy traded during Peak Hours (each as defined in Rule 758.03) (the "Firm On-peak Index").

The Firm On-peak Index averages together blocks of power sold in bilateral, wholesale, physical transactions for power on a day-ahead pre-scheduled basis, and does not include real-time power. Transactions included in the Firm On-peak Index are limited to power traded in 16-hour blocks during Peak Hours. Transactions are quoted in dollars per megawatt hour (\$/MWH). The daily price of the Firm On-peak Index corresponds to transactions for power delivered on such date.

#### **758.03. PEAK HOURS AND DAYS; FIRM ENERGY**

"Peak Hours" shall mean the Hours Ending (HE) 0700-2200 Prevailing Pacific Time, on Peak Days (as defined below).

"Peak Days" shall mean Monday through Saturday, excluding North American Electric Reliability Corporation (NERC) holidays. (Note that, although Firm On-peak Index daily prices are published for Sundays, Sundays are not included within the meaning of "Peak Days" for the purposes of the contract or in the calculation of the average of Peak Day daily prices and in the determination of permitted transaction sizes.)

"Firm Energy" shall meet minimum criteria of being financially firm and backed with liquidated damages.

#### **758.04. CONTRACT QUANTITY AND VALUE; TRANSACTION SIZES**

The contract quantity shall be 80 megawatt hours (MWH) and is based on 5 megawatts (MW) for Peak Hours. Each futures contract shall be valued at the contract quantity multiplied by the final settlement price (as per Rule 758.08).

Transaction sizes for trading in any contract month shall be restricted to whole number multiples of the number of Peak Days in the month.

#### **758.05. CONTRACT MONTHS**

Trading shall be conducted in contracts in such months as shall be determined by the Exchange.

#### **758.06. PRICES AND FLUCTUATIONS**

Prices shall be quoted in U.S. dollars and cents per MWH. The minimum price fluctuation shall be \$0.05 per MWH. There shall be no maximum price fluctuation.

#### **758.07. TERMINATION OF TRADING**

Trading shall cease on the last business day of the contract month.

#### **758.08. FINAL SETTLEMENT**

Delivery under the contract shall be by cash settlement. Final settlement, following termination of trading for a contract month, will be based on the Floating Price. The final settlement price for a contract month will be the Floating Price as calculated for that contract month.

#### **758.09. PAYMENT DATE**

Five (5) business days following each contract month.

#### **758.10. EXCHANGE FOR RELATED POSITION TRANSACTIONS**

Any exchange for related position ("EFRP") transactions shall be governed by the provisions of Exchange Rule 538.

## **758.11. DISCLAIMER**

The “Dow Jones Palo Verde Electricity Price Index<sup>SM</sup>” is a product of Dow Jones Indexes, is a licensed trademark of CME Group Index Services LLC (“CME Indexes”), and has been licensed for use. “Dow Jones<sup>®</sup>”, “Dow Jones Palo Verde Electricity Price Index<sup>SM</sup>” and “Dow Jones Indexes” are service marks of Dow Jones Trademark Holdings, LLC (“Dow Jones”) and have been licensed to CME Indexes and sublicensed for use for certain purposes by New York Mercantile Exchange, Inc. (“NYMEX”).

The Dow Jones Palo Verde Electricity Price Index 5 MW Peak Swap Futures are not sponsored, endorsed, sold or promoted by Dow Jones, its affiliates or CME Indexes. Dow Jones, its affiliates and CME Indexes make no representation or warranty, express or implied, to the owners of the Dow Jones Palo Verde Electricity Price Index 5 MW Peak Swap Futures or any member of the public regarding the advisability of investing in securities generally or trading in the Dow Jones Palo Verde Electricity Price Index 5 MW Peak Swap Futures particularly. The only relationship of Dow Jones and its affiliates to NYMEX is the licensing of certain trademarks, trade names and service marks of Dow Jones<sup>SM</sup>, which is determined, composed and calculated by CME Indexes without regard to NYMEX or the Dow Jones Palo Verde Electricity Price Index 5 MW Peak Swap Futures. Dow Jones and CME Indexes have no obligation to take the needs of NYMEX or the owners of the Dow Jones Palo Verde Electricity Price Index 5 MW Peak Swap Futures into consideration in determining, composing or calculating Dow Jones Palo Verde Electricity Price Index<sup>SM</sup>. Dow Jones, its affiliates and CME Indexes are not responsible for and have not participated in the determination of the timing of, prices at, or quantities of the Dow Jones Palo Verde Electricity Price Index 5 MW Peak Swap Futures to be listed or in the determination or calculation of the equation by which the Dow Jones Palo Verde Electricity Price Index 5 MW Peak Swap Futures are to be converted into cash. Dow Jones, its affiliates and CME Indexes have no obligation or liability in connection with the administration, marketing or trading of the Dow Jones Palo Verde Electricity Price Index 5 MW Peak Swap Futures.

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## **Chapter 759**

### **Dow Jones Palo Verde Electricity Price Index 5 MW Off-Peak Futures**

#### **759.01. SCOPE**

The provisions of these rules shall apply to all contracts bought or sold on the Exchange for cash settlement based on the Floating Prices (as defined in Rule 759.02).

#### **759.02. FLOATING PRICE**

The “Floating Price” will be determined for each contract month as follows:

The Floating Price will be equal to the arithmetic average of all daily prices in the contract month of the Dow Jones Palo Verde Electricity Price Index<sup>SM</sup> (the “Index”), as published by CME Group Index Services LLC, for Firm Energy traded during Off-Peak Hours (each as defined in Rule 759.03) (the “Firm Off-peak Index”).

The Firm Off-peak Index averages together blocks of power sold in bilateral, wholesale, physical transactions for power on a day-ahead pre-scheduled basis, and does not include real-time power. Transactions included in the Firm Off-peak Index are limited to power traded, (A) on Peak Days, in 8-hour blocks during Off-Peak Hours, and (B) on Sundays, in 24-hour blocks. Transactions are quoted in dollars per megawatt hour (\$/MWH). The daily price of the Firm Off-peak Index corresponds to transactions for power delivered on such date.

### **759.03. OFF-PEAK HOURS AND DAYS; FIRM ENERGY**

"Off-Peak Hours" shall mean the Hours Ending (HE) 2300-0600 Prevailing Pacific Time, on Peak Days, together with the Hours Ending 0100-2400 on Sundays and North American Electric Reliability Corporation (NERC) holidays. (Note that, in addition to the Firm Off-peak Index daily prices for Peak Days (each for an 8-hour block), Sundays and NERC holidays (each for a 24-hour block) also are included within the meaning of "Off-Peak Hours" for the purposes of the contract and in the calculation of the average of daily prices and the determination of permitted transaction sizes.)

"Peak Days" shall mean Monday through Saturday, excluding NERC holidays.

"Firm Energy" shall mean minimum criteria of being financially firm and backed with liquidated damages.

### **759.04. CONTRACT QUANTITY AND TRANSACTION SIZES**

The contract quantity shall be 5 megawatt hours (MWH).

Each futures contract shall be valued at the contract quantity multiplied by the settlement price (as per Rule 759.08). Transaction sizes for trading in any delivery month shall be restricted to whole number multiples of the number of Off-Peak Hours in the month.

### **759.05. CONTRACT MONTHS**

Trading shall be conducted in contracts in such months as shall be determined by the Exchange.

### **759.06. PRICES AND FLUCTUATIONS**

Prices shall be quoted in U.S. dollars and cents per MWH. The minimum price fluctuation shall be \$0.05 per MWH. There shall be no maximum price fluctuation.

### **759.07. TERMINATION OF TRADING**

Trading shall cease on the last business day of the contract month.

### **759.08. FINAL SETTLEMENT**

Delivery under the contract shall be by cash settlement. Final settlement, following termination of trading for a contract month, will be based on the Floating Price. The final settlement price for a contract month will be the Floating Price as calculated for that contract month.

### **759.09. PAYMENT DATE**

Five (5) business days following each contract month.

### **759.10. EXCHANGE FOR RELATED POSITION TRANSACTIONS**

Any exchange for related position ("EFRP") transactions shall be governed by the provisions of Exchange Rule 538.

### **759.11. DISCLAIMER**

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## **Chapter 760**

### **Dow Jones Mead/Marketplace Electricity Price Index 5 MW Peak Futures**

#### **760.01. SCOPE**

The provisions of these rules shall apply to all contracts bought or sold on the Exchange for cash settlement based on the Floating Prices (as defined in Rule 760.02).

#### **760.02. FLOATING PRICE**

The "Floating Price" will be determined for each contract month as follows:

The Floating Price will be equal to the arithmetic average of all daily prices in the contract month of the Dow Jones Mead/Marketplace Electricity Price Index<sup>SM</sup> (the "Index"), as published by CME Group Index Services LLC, for Firm Energy traded during Peak Hours (each as defined in Rule 760.03) (the "Firm On-peak Index").

The Firm On-peak Index averages together blocks of power sold in bilateral, wholesale, physical transactions for power on a day-ahead pre-scheduled basis, and does not include real-time power. Transactions included in the Firm On-peak Index are limited to power traded in 16-hour blocks during Peak Hours. Transactions are quoted in dollars per megawatt hour (\$/MWH). The daily price of the Firm On-peak Index corresponds to transactions for power delivered on such date.

#### **760.03. PEAK HOURS AND DAYS; FIRM ENERGY**

"Peak Hours" shall mean the Hours Ending (HE) 0700-2200 Prevailing Pacific Time, on Peak Days (as defined below).

"Peak Days" shall mean Monday through Saturday, excluding North American Electric Reliability Corporation (NERC) holidays. (Note that, although Firm On-peak Index daily prices are published for Sundays, Sundays are not included within the meaning of "Peak Days" for the purposes of the contract or in the calculation of the average of Peak Day daily prices and in the determination of permitted transaction sizes.)

"Firm Energy" shall meet minimum criteria of being financially firm and backed with liquidated damages.

#### **760.04. CONTRACT QUANTITY AND VALUE; TRANSACTION SIZES**

The contract quantity shall be 80 megawatt hours (MWH) and is based on 5 megawatts (MW) for Peak Hours. Each futures contract shall be valued at the contract quantity multiplied by the final settlement price (as per Rule 760.08).

Transaction sizes for trading in any contract month shall be restricted to whole number multiples of the number of Peak Days in the month.

#### **760.05. CONTRACT MONTHS**

Trading shall be conducted in contracts in such months as shall be determined by the Exchange.

#### **760.06. PRICES AND FLUCTUATIONS**

Prices shall be quoted in U.S. dollars and cents per MWH. The minimum price fluctuation shall be \$0.05 per MWH. There shall be no maximum price fluctuation.



#### **760.07. TERMINATION OF TRADING**

Trading shall cease on the last business day of the contract month.

#### **760.08. FINAL SETTLEMENT**

Delivery under the contract shall be by cash settlement. Final settlement, following termination of trading for a contract month, will be based on the Floating Price. The final settlement price for a contract month will be the Floating Price as calculated for that contract month.

#### **760.09. PAYMENT DATE**

Five (5) business days following each contract month.

#### **760.10. EXCHANGE FOR RELATED POSITION TRANSACTIONS**

Any exchange for related position ("EFRP") transactions shall be governed by the provisions of Exchange Rule 538.

#### **760.11. DISCLAIMER**

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### **Chapter 761**

### **Dow Jones Mead/Marketplace Electricity Price Index 5 MW Off-Peak Futures**

#### **761.01. SCOPE**

The provisions of these rules shall apply to all contracts bought or sold on the Exchange for cash settlement based on the Floating Prices (as defined in Rule 761.02).

#### **761.02. FLOATING PRICE**

The "Floating Price" will be determined for each contract month as follows:

The Floating Price will be equal to the arithmetic average of all daily prices in the contract month of the Dow Jones Mead/Marketplace Electricity Price Index<sup>SM</sup> (the "Index"), as published by CME Group Index Services LLC, for Firm Energy traded during Off-Peak Hours (each as defined in Rule 761.03) (the "Firm Off-peak Index").

The Firm Off-peak Index averages together blocks of power sold in bilateral, wholesale, physical transactions for power on a day-ahead pre-scheduled basis, and does not include real-time power. Transactions included in the Firm Off-peak Index are limited to power traded, (A) on Peak Days, in 8-hour blocks during Off-Peak Hours, and (B) on Sundays, in 24-hour blocks. Transactions are quoted in dollars per megawatt hour (\$/MWH). The daily price of the Firm Off-peak Index corresponds to transactions for power delivered on such date.

#### **761.03. OFF-PEAK HOURS AND DAYS; FIRM ENERGY**

"Off-Peak Hours" shall mean the Hours Ending (HE) 2300-0600 Prevailing Pacific Time, on Peak Days, together with the Hours Ending 0100-2400 on Sundays and North American Electric Reliability Corporation (NERC) holidays. (Note that, in addition to the Firm Off-peak Index daily prices for Peak Days (each for an 8-hour block), Sundays and NERC holidays (each for a 24-hour block) also are included within the meaning of "Off-Peak Hours" for the purposes of the contract and in the calculation of the average of daily prices and the determination of permitted transaction sizes.)

"Peak Days" shall mean Monday through Saturday, excluding NERC holidays.

"Firm Energy" shall meet minimum criteria of being financially firm and backed with liquidated damages.

#### **761.04. CONTRACT QUANTITY AND TRANSACTION SIZES**

The contract quantity shall be 5 megawatt hours (MWH).

Each futures contract shall be valued at the contract quantity multiplied by the settlement price (as per Rule 761.08). Transaction sizes for trading in any delivery month shall be restricted to whole number multiples of the number of Off-Peak Hours in the month.

#### **761.05. CONTRACT MONTHS**

Trading shall be conducted in contracts in such months as shall be determined by the Exchange.

#### **761.06. PRICES AND FLUCTUATIONS**

Prices shall be quoted in U.S. dollars and cents per MWH. The minimum price fluctuation shall be \$0.05 per MWH. There shall be no maximum price fluctuation.

#### **761.07. TERMINATION OF TRADING**

Trading shall cease on the last business day of the contract month.

#### **761.08. FINAL SETTLEMENT**

Delivery under the contract shall be by cash settlement. Final settlement, following termination of trading for a contract month, will be based on the Floating Price. The final settlement price for a contract month will be the Floating Price as calculated for that contract month.

#### **761.09. PAYMENT DATE**

Five (5) business days following each contract month.

#### **761.10. EXCHANGE FOR RELATED POSITION TRANSACTIONS**

Any exchange for related position ("EFRP") transactions shall be governed by the provisions of Exchange Rule 538.

#### **761.11. DISCLAIMER**

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Contract Name	Rule Chapter	Commodity Code	Contract Size	Contract Units	Type
<del>Dow Jones Mead/Marketplace Electricity Price Index 5 MW Off Peak Futures</del>	761	DMO	5	MWh	Futures
<del>Dow Jones Mead/Marketplace Electricity Price Index 5 MW Peak Futures</del>	760	DMP	80	MWh	Futures
<del>Dow Jones Mid-Columbia Electricity Price Index 5 MW Futures</del>	643	DO	80	MWh	Futures
<del>Dow Jones Palo Verde Electricity Price Index 5 MW Off Peak Futures</del>	759	DSO	5	MWh	Futures
<del>Dow Jones Palo Verde Electricity Price Index 5 MW Peak Futures</del>	758	DSP	80	MWh	Futures

Settlement	Group	Diminishing Balance Contract	Reporting Level	Spot-Month position comprised of futures and deliveries	Spot-Month	Spot-Month	Spot-Month	Spot-Month
					Aggregate Into Futures Equivalent Leg (1)	Aggregate Into Futures Equivalent Leg (2)	Aggregate Into Ratio Leg (1)	Aggregate Into Ratio Leg (2)
Financially Settled Futures	Power		25		DMO			
Financially Settled Futures	Power		25		DMP			
Financially Settled Futures	Power		25		DO		-	
Financially Settled Futures	Power		25		DSO			
Financially Settled Futures	Power		25		DSP			

Spot-Month Accountability Level	Initial Spot- Month Limit (In Net Futures Equivalents) Leg (1) / Leg (2)
	40,000
	2,000
	2,500
	60,000
	2,500

## Spot-Month

Initial Spot-Month Limit Effective Date

~~Effective as of the opening of trading on the first business day when a contract month becomes the first nearby month~~

~~Effective as of the opening of trading on the first business day when a contract month becomes the first nearby month~~

~~Effective as of the opening of trading on the first business day when a contract month becomes the first nearby month~~

~~Effective as of the opening of trading on the first business day when a contract month becomes the first nearby month~~

~~Effective as of the opening of trading on the first business day when a contract month becomes the first nearby month~~

	Single Month						All M		
Spot-Month Limit (In Contract Units) Leg (1) / Leg (2)	Single Month Aggregate Into Futures Equivalent Leg (1)	Single Month Aggregate Into Futures Equivalent Leg (2)	Single Month Aggregate Into Ratio Leg (1)	Single Month Aggregate Into Ratio Leg (2)	Single Month Accountability Level Leg (1) / Leg (2)	Single Month Limit (In Net Futures Equivalents) Leg (1) / Leg (2)	All Month Aggregate Into Futures Equivalent Leg (1)	All Month Aggregate Into Futures Equivalent Leg (2)	All Month Aggregate Into Ratio Leg (1)
200,000	DMO				120,000		DMO		
160,000	DMP				8,000		DMP		
200,000	DO		-		25,000		DO	-	
300,000	DSO				250,000		DSO		
280,000	DSP				10,000		DSP		



**Month**

All Month Aggregate Into Ratio Leg (2)	All Month Accountability Level Leg (1) / Leg (2)	All Month Limit (In Net Futures Equivalents) Leg (1) / Leg (2)
	200,000	
	16,000	
	25,000	
	400,000	
	20,000	