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July 19, 2007

**BY ELECTRONIC FILING**

Honorable Kimberly D. Bose  
Secretary  
Federal Energy Regulatory Commission  
888 First Street, N.E.  
Washington, DC 20426

**Re: 330 Fund I, L.P. v. New York Independent System Operator, Inc.; Docket  
No. EL07-78-000; Answer of New York Independent System Operator, Inc.**

Dear Ms. Salas:

Enclosed for electronic filing in the referenced docket is the Answer of the New York Independent System Operator, Inc. to Complaint of 330 Fund I, L.P.

If there are any questions concerning this filing, please call me at (202) 661-2205.

Very truly yours,

*/s/ Howard H. Shafferman*

Howard H. Shafferman  
Counsel for  
New York Independent System Operator, Inc.

Enclosures

**UNITED STATES OF AMERICA  
BEFORE THE  
FEDERAL ENERGY REGULATORY COMMISSION**

330 Fund I, L.P.,	)	
	)	
<i>Complainant,</i>	)	Docket No. EL07-78-000
	)	
v.	)	
	)	
New York Independent System Operator, Inc.	)	
	)	
<i>Respondent.</i>	)	

**ANSWER OF THE NEW YORK INDEPENDENT SYSTEM OPERATOR, INC.**

The New York Independent System Operator, Inc. (“NYISO”), in accordance with Rules 206(f) and 213 of the Rules of Practice and Procedure of the Federal Energy Regulatory Commission (“Commission”),<sup>1</sup> hereby answers the Complaint filed in this docket by 330 Fund I, L.P. (“330 Fund”).

As demonstrated herein below, the NYISO has acted in full compliance with its Open Access Transmission Tariff (the “OATT”). Accordingly, the Commission should deny the Complaint.

**I. SUMMARY OF COMPLAINT**

The Complaint alleges that the NYISO failed to timely post information on its Open Access Same-Time Information System (“OASIS”) and website in violation of three provisions of the NYISO’s Open Access Transmission Tariff (“OATT”).<sup>2</sup> The information in question

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<sup>1</sup> 18 C.F.R. §§ 385.206(f) and 213 (2006).

<sup>2</sup> In addition to the three alleged OATT violations, 330 Fund also makes passing reference to an alleged “overall failure of the NYISO’s duty of reasonable care.” Complaint at 3. Because the Complaint never cites the  
(continued...)

involves the change of the Point of Interconnection (“POI”) of two gas-fired generating units owned by the New York Power Authority (“NYPA”) and known as the “Seymour GTs.” Specifically, the Seymour GTs changed their POI in May 2007 from the Gowanus-Greenwood 138 kV feeder transmission line to the Greenwood 138 kV bus. The information in question also involves three outages of the Gowanus-Greenwood 138 kV feeder line, known as Line 42231, on the following dates: (i) February 5 to February 8, 2007; (ii) March 15, 2007; and (iii) April 11 to May 7, 2007 (referred to collectively herein as the “Line 42231 Outages”).<sup>3</sup>

Regarding the timing of any postings, the Complaint asserts that the NYISO was required to post the information about the change in POI and the Line 42231 Outages before two Transmission Congestion Contract (“TCC”) auctions in which 330 Fund obtained TCC auction rights that covered periods that included either the POI change, a Line 42231 outage, or both: (i) the Fall 2006 Centralized TCC Auction; and (ii) the Spring 2007 Centralized Auction.<sup>4</sup> The Complaint explains that 330 Fund purchased these TCC positions without knowledge of the POI change or any of the three Line 42231 Outages. The Complaint implies, but never explicitly states, that had 330 Fund known any of this information, it would have bid differently into these TCC auctions, or that the clearing price for TCCs would have been different.<sup>5</sup> 330 Fund does

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(...continued)

legal authority for such a duty or explains how the NYISO violated it, the NYISO is not in a position to respond to this allegation with any specificity. The NYISO reserves its rights to respond to this allegation, should a reply by 330 Fund to this Answer (or an amendment to the Complaint) provide the requisite details.

<sup>3</sup> Complaint at 12-14.

<sup>4</sup> 330 Fund also argues that the NYISO was required to post the POI change and April outage of Line 42231 before the April 2007 TCC Reconfiguration Auction, although the Complaint does not claim that 330 Fund participated in that auction.

<sup>5</sup> Complaint at 7 (“But for this failure, market participants such as 330 Fund would not have suffered substantial economic injury.”).

not explain or quantify its alleged monetary damages, stating that monetary damages will be pursued in a New York state court action.<sup>6</sup>

330 Fund alleges that the NYISO's conduct violated three OATT provisions: (i) Section 4.4.3 of the NYISO's Large Facility Interconnection Procedure ("LFIP"), which is contained in Attachment X; (ii) Section 3.6.6.1 of Attachment N, which primarily governs how the NYISO calculates Congestion Rent Shortfalls; and (iii) Section 37.6(a)(2) of the Commission's OASIS regulations, which Section 4.0 of the OATT incorporates.<sup>7</sup>

## **II. EXECUTIVE SUMMARY OF ANSWER**

The Complaint is wholly without merit, for many reasons.

The NYISO fully carried out its responsibilities as specified in the OATT and implementing manuals with respect to each of the TCC auctions. The infirmities of the Complaint are most glaringly revealed by the fact that the Complaint *makes not even a single reference* to the pertinent attachment to the OATT – Attachment M, entitled "Sale of Transmission Congestion Contracts." Attachment M provides the Commission-accepted *comprehensive and governing statement of the NYISO's responsibilities* with respect to its conduct of TCC auctions. Much less does the Complaint allege violations of any particular provisions of Attachment M. Avoiding discussion of Attachment M altogether was probably

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<sup>6</sup> 330 Fund filed with the Supreme Court of the State of New York, County of New York, a Summons (Index No. 07602180) and Complaint on June 29, 2007. A copy of the Summons and Complaint is Exhibit A to this Answer.

<sup>7</sup> Section 4.0 of the NYISO OATT incorporates by reference the terms and conditions of Part 37 of the Commission's regulations, which govern Transmission Providers' OASIS maintenance and postings.

330 Fund's best available strategy, though, because the NYISO adhered fully to the rules that apply directly to TCC auctions.

Instead, 330 Fund's approach to formulating its Complaint apparently involved thumbing through the OATT to identify other provisions that it can assert to be relevant to its TCC bidding decision, and to accuse the NYISO of noncompliance with these provisions. The apparent goal is to pin the blame on the NYISO for whatever adverse economic impacts it believes it sustained from its TCC bidding activities, notwithstanding 330 Fund's apparent failure to conduct even basic due diligence in connection with those activities. The NYISO notes that, in this context, any damages asserted by 330 Fund must be viewed with skepticism from the outset as speculative.<sup>8</sup>

330 Fund's exercise fails, because its perusal of the OATT has only identified provisions with which the NYISO fully complied *and* are not pertinent to the NYISO's pre-TCC auction responsibilities.<sup>9</sup> Perhaps anticipating that these provisions would be unavailing, the Complaint throws in an allegation that the NYISO violated 18 C.F.R. § 37.6(a)(2). However, that regulation does not – as the Complaint implies – create an open-ended, free-floating obligation for the NYISO and other transmission providers to post on an OASIS for their customers every shred of information that customers could find remotely relevant to their consideration of a financial or market product. Nor does that regulation make the NYISO a guarantor of the

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<sup>8</sup> Any causal connection between 330 Fund's TCC bidding decisions and the NYISO's interconnection or outage postings is tenuous, even if the NYISO had violated posting requirements, which it did not. Furthermore, a multitude of other data – readily available to 330 Fund and other TCC bidders, as specified in Attachment M – are far more likely to impact congestion expectations and TCC bidding strategy.

<sup>9</sup> That is, OATT Attachment X governing generator interconnections and OATT Attachment N governing the NYISO's post-auction TCC settlement process.

financial success of a customer's bidding activity. Instead, the NYISO's obligations regarding the TCC product are set forth in Attachment M to the OATT, and the OASIS regulation cited by 330 Fund simply dictates the *format* in which transmission providers must post information pertinent to transmission service. The *content* of the information is specified elsewhere in 18 C.F.R. Part 37.6 (most notably, in §§ 37.6(b) through (g)),<sup>10</sup> and 330 Fund makes no allegation that the NYISO has failed to post the required OASIS content.

Ironically, the information regarding the Seymour GTs' POI change that 330 Fund asserts should have been posted *was available to it* and all other NYISO customers *well in advance of the pertinent TCC auctions*. 330 Fund had the right, as a direct customer of the NYISO, to become a member of the Operating Committee and any of its subcommittees, including the Transmission Planning Advisory Subcommittee ("TPAS"). As a member of the Operating Committee and/or TPAS, 330 Fund's representative could have participated in the discussions regarding the Seymour GTs' proposed POI change and expressed its concerns at that time. 330 Fund failed to do this. Even if 330 Fund chose not to participate in person, it could have subscribed to the NYISO's Listserv and/or reviewed the pertinent Seymour GT materials posted by the NYISO (including NYPA's POI-change information) at any time following the pertinent TPAS and Operating Committee meetings. 330 Fund apparently failed to do this as well.

Fundamentally, the Commission is faced in this Complaint with the question of whether an independent system operator is expected to remove all risk from the purchase of TCCs and

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<sup>10</sup> In *Preventing Undue Discrimination and Preference in Transmission Service*, Order No. 890, 72 Fed. Reg. 12,266 (Mar. 15, 2007), FERC Stats. & Regs. ¶ 31,241 (2007) ("Order No. 890"), *reh'g pending*, the Commission added a subsection (h) to Section 37.6. The Order No. 890 changes to the Commission's regulations, however, did not become effective until May 14, 2007, *see* Order No. 890 at P 1763 (as published in the Federal Register), after the events identified in the Complaint took place.

similar financial instruments. The NYISO submits that the answer should be “no.” First, even though a TCC is intended as a hedge against varying locational based marginal prices (“LBMPs”), a TCC is an inherently risky instrument. Second, much of the inherent risk of TCCs is entirely beyond the TCC holder’s (and the system operator’s) control, as it stems from potentially multiple changes in the dynamic physical infrastructure and in LBMPs. Third, a prudent market participant must undertake substantial due diligence of publicly available, broad-spectrum materials (*i.e.*, not just keyed to isolated sources such as the interconnection queue). Finally, removal of all risk is a practical impossibility, and Commission precedent reflects this in the NYISO TCC context.<sup>11</sup>

330 Fund attempts to exclude its trolling for monetary relief from the Commission’s scope of authority – by committing the damages questions to a state court that has no jurisdiction under the Federal Power Act and no reason to have even rudimentary knowledge of competitive electricity markets and their risks, and the complex tariffs that govern the markets. The Commission should firmly reject this shrewd attempt to bifurcate the issues in this case. 330 Fund’s Complaint, with its absence of any true request for relief, is really just a request for a declaratory order. If the Commission does not deny the Complaint, it should refuse 330 Fund’s

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<sup>11</sup> For example, the Commission has already acknowledged that the NYISO does not factor all transmission facility outages into the TCC auctions, that a transmission facility is considered out-of-service for a particular auction if that facility will be out-of-service for the majority of the period covered by the auction, and that the NYISO adjusts the capacity amount for TCC auctions based on “known facilities outages.” *New York Independent System Operator, Inc.*, 106 FERC ¶ 61,095 at P 5 (2004) (emphasis added) (also noting that “Because some transmission facility outages are not factored into the TCC auction, the transmission capacity actually available in the day-ahead market may not match the amount of capacity sold in earlier TCC auctions.”). The Commission has not required the NYISO to modify this approach. It therefore should have come as no surprise to 330 Fund that the NYISO does not know about *all* outages (or their precise timing) in advance of every TCC auction, factor *all* outages into each TCC auction, or inform auction bidders about *all* outages.

attempt to deprive the Commission of its exclusive jurisdiction pursuant to the Federal Power Act to determine appropriate remedies.

### **III. CORRESPONDENCE AND COMMUNICATIONS**

All correspondence and communications concerning this Answer should be sent to the following persons, who should be added to the official service list, at the addresses shown:

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### **IV. BACKGROUND**

On March 13, 2006, NYPA submitted to the NYISO a letter requesting that its existing interconnection for the Seymour GTs, located in the Gowanus-Greenwood 138kV feeder line (“Line 42231”) be re-connected into the Greenwood 138kV bus.<sup>12</sup> NYPA’s letter described that

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<sup>12</sup> 330 Fund included the letter as Exhibit 5 to the Complaint. The electronic version of the letter apparently had the date in an automatically updated field, causing the copy included in the Complaint to be dated April 7, 2006.



the requested reconfiguration would be accomplished through a 3,500 foot, 1,000 MVM cable that would run from the Seymour GTs to the Greenwood substation. NYPA's letter provided an explanation of the impacts of this reconfiguration as well as supporting information, including one-line diagrams of the circuits, power flows and short circuit analysis data. NYPA asserted that the changed POI would be "electrically the same interconnection point" and, thus, requested that the NYISO find the proposal to be a "non-material change."<sup>13</sup> NYPA, the generator owner, did not explain in its letter when it would change the POI or when the Line 42231 Transmission Owner, Consolidated Edison, might schedule a transmission outage in order to effectuate the change.

NYISO staff reviewed the information provided by NYPA<sup>14</sup> and concluded that it demonstrated that the proposed reconfiguration had no material impact on short circuit and power flow.<sup>15</sup> In addition, there was no increase in capacity of the Seymour GT units and there was no change to the operational characteristics of the units themselves.<sup>16</sup> NYISO staff then reported its determination to the TPAS at its April 10, 2006 meeting.<sup>17</sup> TPAS concurred with NYISO staff's conclusion that NYPA's proposal did not constitute a material change, and TPAS's conclusion was duly reported to the Operating Committee as reflected in the minutes for a meeting held on May 18, 2006.<sup>18</sup> All of the information related to the Seymour GTs

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<sup>13</sup> Complaint Exhibit 5 (March 13 Letter at 1-2).

<sup>14</sup> Included herein as Exhibit B, Attachment 3.

<sup>15</sup> Exhibit B (Corey Affidavit at ¶ 13).

<sup>16</sup> *Id.*

<sup>17</sup> *Id.* at ¶ 14.

<sup>18</sup> *See* Exhibit 6 of 330 Fund I, L.P.'s Complaint.

reconfiguration matter, before and after the TPAS meeting, was posted for committee members and remains posted today.<sup>19</sup> 330 Fund, as a Market Participant, is entitled to participate as a member of the Operating Committee (as well as TPAS) and, thus, could have participated in the TPAS meetings and had access to the committee information if it chose to do so.

Line 42231 was taken out-of-service as requested by Consolidated Edison, its Transmission Owner, and as approved by the NYISO, on three separate occasions.

- First, on February 1, 2007, the NYISO received Consolidated Edison's request to take Line 42231 out-of-service from February 5 through February 7.<sup>20</sup> The NYISO approved this outage request and began including it on the daily outage schedule on February 2.<sup>21</sup> (On February 6, Consolidated Edison informed the NYISO that the outage would be extended to include February 8.)
- Second, on March 12, 2007, the NYISO received Consolidated Edison's request to take Line 42231 out-of-service on March 15.<sup>22</sup> The NYISO approved this outage request and began including it on the daily outage schedule on March 13.<sup>23</sup>
- Third, on April 2, 2007, the NYISO received Consolidated Edison's request to take Line 42231 out-of-service from April 9 to April 30.<sup>24</sup> The NYISO approved this outage request and began including it on the daily outage schedule on April 2.<sup>25</sup> On April 6, the NYISO received a revised Consolidated Edison request to push back the start date of the outage to April 11.<sup>26</sup> The NYISO approved this outage request and began including it on the daily outage schedule on April 6.<sup>27</sup>

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<sup>19</sup> Exhibit B (Corey Affidavit at ¶ 14).

<sup>20</sup> Exhibit C (Hargrave Affidavit at ¶ 7).

<sup>21</sup> *Id.* at ¶ 8.

<sup>22</sup> *Id.* at ¶ 7.

<sup>23</sup> *Id.* at ¶ 8.

<sup>24</sup> *Id.* at ¶ 7.

<sup>25</sup> *Id.* at ¶ 8.

<sup>26</sup> *Id.* at ¶ 7.

<sup>27</sup> *Id.* at ¶ 8.

Line 42231 returned to service on May 7, 2007, with the Seymour GTs using a new POI directly into the Greenwood 138 kV bus.

330 Fund participated in and obtained TCC positions in two auctions relevant to the Complaint: (i) the Fall 2006 Centralized Auction, obtaining TCC contracts effective November 1, 2006 to April 30, 2007 and November 1, 2006 to October 31, 2007;<sup>28</sup> and (ii) the Spring 2007 Centralized Auction, obtaining TCC contracts effective May 1, 2007 to either October 31, 2007 or April 30, 2008.<sup>29</sup>

According to 330 Fund, on April 4, 2007, it first contacted the NYISO seeking information about the April outage. Specifically, 330 Fund e-mailed several questions about the outage to NYISO's Customer Relations, including why the April outage was not listed as a line expected to be out-of-service before the April 2007 TCC Reconfiguration (*i.e.*, monthly) Auction.<sup>30</sup> On April 13, 2007, NYISO Customer Relations provided its e-mail response.<sup>31</sup> Although the NYISO said it could not provide any information regarding why the Line 42231 outage was taking place, the NYISO explained that, in accordance with its requirements, the Transmission Owner provided two days' notice of the outage.<sup>32</sup> Customer Relations also explained that the NYISO did not provide market participants notice about the outage before the

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<sup>28</sup> Complaint at 8.

<sup>29</sup> *Id.* at 9. 330 Fund also argues that the NYISO was required to post the POI change and April outage of Line 42231 before the April 2007 TCC Reconfiguration Auction, although the Complaint does not claim that 330 Fund participated in that auction.

<sup>30</sup> Complaint Exhibit 3.

<sup>31</sup> Complaint Exhibit 4.

<sup>32</sup> *Id.*

April 2007 monthly auction because the NYISO received this notification after the time frame in which the NYISO had completed the TCC auction model.<sup>33</sup>

Not satisfied with the correct information provided by NYISO's Customer Relations, 330 Fund apparently called the Commission's hotline on April 17 and 20, 2007.<sup>34</sup> 330 Fund then participated in several conversations with the NYISO.<sup>35</sup> Again not satisfied, 330 Fund states that it independently investigated the Line 42231 Outages, and found that the April outage was associated with the POI change for the Seymour GTs and speculates that the other outages were similarly associated with the POI change.<sup>36</sup>

On June 29, 2007, 330 Fund filed the Complaint with the Commission, and a summons and complaint<sup>37</sup> (seeking unspecified damages) with a New York state court.

## V. ANSWER

### A. **The Complaint Evades Discussion of the NYISO OATT Provisions That Directly Govern TCC Auction Operation and the Information the NYISO Must Make Available to Bidders**

The essence of the Complaint is that the NYISO failed to provide certain information to bidders in TCC auctions in advance of such auctions in violation of three specific OATT provisions. As demonstrated in Sections V.B through V.D below, no such violations occurred.

Before addressing 330 Fund's specific arguments, the NYISO wishes to explain why the very foundation of the Complaint is flawed. The flaw is that the Complaint makes not even a

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<sup>33</sup> *Id.*

<sup>34</sup> Complaint at 12.

<sup>35</sup> *Id.* at 13.

<sup>36</sup> *Id.* at 13-14.

single reference to the pertinent attachment to the OATT – Attachment M, entitled “Sale of Transmission Congestion Contracts” – which provides the Commission-accepted *comprehensive and governing statement* of NYISO’s responsibilities with respect to its conduct of TCC auctions. Instead, the Complaint focuses on OATT provisions regarding transmission line outages or changes to a generator’s POI that neither appear in nor govern the information the NYISO must provide TCC auction bidders.<sup>38</sup>

Three documents govern the information the NYISO must provide TCC auction bidders to assist their bidding decision making process: (i) OATT Attachment M (“Sale of Transmission Congestion Contracts”); (ii) the TCC Manual; and (iii) the Outage Scheduling Manual. The Complaint does not allege that the NYISO violated any of these documents and, in fact, the NYISO did not.

### **1. Attachment M**

Attachment M includes the requirements that dictate the “Information to be Made Available to Bidders” in TCC auctions.<sup>39</sup> If the OATT required the NYISO to inform TCC bidders about the POI change or the Line 42231 outage before the TCC auctions, that type of obligation would appear in Attachment M. Yet it does not, and 330 Fund does not contend otherwise.

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(...continued)

<sup>37</sup> The companion state court complaint is attached hereto as Exhibit A.

<sup>38</sup> As noted, Attachment X contains the NYISO’s interconnection procedures, Attachment N provides the rules for calculating and assessing Congestion Rent Shortfalls, and the Commission’s OASIS regulations dictate a narrow and specific set of reporting requirements to help potential Transmission Customers obtain transmission service.

<sup>39</sup> OATT Attachment M § 9.8.

## 2. Outage Scheduling Manual and TCC Manual

The Outage Scheduling Manual,<sup>40</sup> which the TCC Manual relies on for determining what outages the NYISO must consider in its TCC auction analysis,<sup>41</sup> dictates the process the NYISO must follow for compiling the transmission maintenance outage schedules.<sup>42</sup> A Transmission Owner first must submit an outage request to the NYISO, and the NYISO must approve the request, before the NYISO may include it in the transmission outage schedule posted on the NYISO website and OASIS. The Outage Scheduling Manual fixes a specific minimum notification time requirement for each transmission facility. For the facilities at issue here (Line 42231), the Outage Scheduling Manual requires the Transmission Owner (Consolidated Edison) to submit an outage request *at least two days* before the proposed scheduled time and date. For each of the three Line 42231 Outages 330 Fund identifies in the Complaint, in accordance with the Outage Scheduling Manual, Consolidated Edison submitted its outage scheduling request at least two days in advance.<sup>43</sup> The NYISO then posted the outage as required under the Outage Scheduling Manual.<sup>44</sup>

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<sup>40</sup> The relevant portions of the Outage Scheduling Manual are included herein as Attachment I to Exhibit C.

<sup>41</sup> Section 4.5.6 of the TCC Manual defines the transmission outage assumptions the NYISO must make in accordance with Attachment M.

<sup>42</sup> The NYISO provides the list of scheduled outages, updated daily, at <http://mis.nyiso.com/public/pdf/os/outages.pdf>.

<sup>43</sup> Exhibit C (Hargrave Affidavit at ¶¶ 7-8).

<sup>44</sup> The Outage Scheduling Manual TO notification requirements were developed and approved through the stakeholder process. If 330 Fund thinks the TO notification requirements in the Outage Scheduling Manual are insufficient, the NYISO encourages 330 Fund to use the stakeholder process to propose a prospective change.

The Commission places great weight on the product of stakeholder processes in ISOs and regional transmission organizations. *See, e.g., New England Power Pool*, 107 FERC ¶ 61,135 at P 24 (2004) (rejecting protests in part because the argument raised “have not been vetted through the stakeholder process and could impact various participants”); *New Power Co. v. PJM Interconnection, LLC*, 98 FERC ¶ 61,208 at 61,759 (2002) (deciding not to revise PJM’s ICAP rules or institute further proceedings, noting that PJM was “currently pursuing its

(continued...)

As the rest of this Answer demonstrates, unable to attack the NYISO's compliance with the OATT and Manual provisions that actually govern the information the NYISO must provide TCC auction participants, 330 Fund misreads or takes three different OATT provisions out of context in hopes of stitching together a disclosure requirement that simply does not exist.

**B. The NYISO's Determination that the POI Change was Non-Material is Consistent with the LFIP and Applicable NYISO Procedures**

**1. 330 Fund Ignores The Plain Meaning Of Language in the LFIP, Which Explicitly Addresses Why A New Interconnection Request Was Not Warranted For NYPA's POI Change**

As discussed in more detail below, 330 Fund fails to understand how changes to existing facilities are treated under the LFIP. Specifically, the LFIP defines an Interconnection Request to mean a:

Developer's request ... to interconnect a new Large Generating Facility or Merchant Transmission Facility to the New York State Transmission System, or to *increase the capacity of, or make a material modification to the operating characteristics of, an existing Large Generating Facility or Merchant Transmission Facility* that is interconnected with the New York State Transmission System. (emphasis added)

It is clear from the above language that if there is no increase in capacity of or material modification to the operating characteristics of an existing generating resource, then there is no need for a new interconnection request.<sup>45</sup> *The Seymour GTs were existing resources, and no*

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(...continued)

stakeholder process to develop a mechanism to ensure reliability" that PJM would make a new filing "either re-supporting the seasonal regime, or proposing a new mechanism"); *Morgan Stanley Capital Group Inc. v. PJM Interconnection, LLC*, 96 FERC ¶ 61,331 at 62,269 (2002) (concluding that, "rather than filing a complaint with the Commission, a more appropriate venue for Morgan Stanley to seek to address its concerns would be the PJM stakeholder process"); *Rumford Power Associates, L.P.*, 97 FERC ¶ 61,173 at 61,814 (2001) (noting that a petitioner "has not persuaded us to circumvent NEPOOL's stakeholder process by unilaterally ordering ISO-NE to adopt any particular [station power] netting interval").

<sup>45</sup> Exhibit B (Corey Affidavit at ¶ 7).

*change in capacity or material modification of the operating characteristics of the generators was made as part of the POI change.* Therefore, no new interconnection request was required.

The language in the LFIP definition of Interconnection Request explicitly incorporates the *pro forma* language from Order No. 2003.<sup>46</sup> Moreover, the Commission has confirmed that this language is determinative in deciding whether a *new interconnection request* is required. Specifically, the Commission has explained that, under Order No. 2003, new Interconnection Requests include “requests to increase the capacity of, or modify the operating characteristics of, an existing Generating Facility.”<sup>47</sup> In another case, the Commission stated: “because the [Generator Interconnection Agreements] include no proposed increases in capacity or material modifications of the characteristics of an existing generating facility, the[y] are not new interconnection requests that trigger the applicability of Order No. 2003.”<sup>48</sup>

Thus, given the Commission’s clear pronouncements, there should have been no misunderstanding by 330 Fund that the definition of Interconnection Request in the LFIP controls whether a change in POI requires a new interconnection request. Because the NYPA request to change the POI of an existing generator neither increased capacity nor created a material modification to the Seymour GT operating characteristics, that request did not constitute an Interconnection Request. 330 Fund cannot refute these facts.

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<sup>46</sup> *Standardization of Generator Interconnection Agreements and Procedures*, Order No. 2003, 104 FERC ¶ 61,104 (2003) (“Order No. 2003”), *order on reh’g*, Order No. 2003-A, 106 FERC ¶ 61,220, *order on reh’g*, Order No. 2003-B, 109 FERC ¶ 61,287 (2004). *order on reh’g*, Order No. 2003-C, 111 FERC ¶ 61,401 (2005); *see also* Exhibit B (Corey Affidavit at ¶¶ 6-7).

<sup>47</sup> *New England Power Co.*, 109 FERC ¶ 61,364 at P 12 (2004).

<sup>48</sup> *Pacific Gas and Elec. Co.*, 109 FERC ¶ 61,392 at P 47 (2004), *reh’g denied*, 111 FERC ¶ 61,156 (2005)



**2. 330 Fund Misapplies Attachment X and Manual 23 to Support Its Position**

a. Section 4.4.3 of the LFIP Applies to Pending Interconnection Requests, Not Existing Facilities

Instead of appropriately relying on the definition of Interconnection Request in the NYISO OATT, 330 Fund first argues that Section 4.4.3 of the LFIP required the NYISO to determine that NYPA’s change in POI was a *material change* and, thus, required that it be treated as a new interconnection request under the NYISO’s LFIP.<sup>49</sup> According to 330 Fund, such a determination would have required that the request be posted on the interconnection queue and that it be studied to determine its impact on the New York State Transmission System, with the implication that this was the only way to know about the POI change. As noted in Section II above, 330 Fund has – and had – the right to participate in TPAS and have access to its documents and could easily have known about the POI change. Furthermore, 330 Fund’s reliance on Section 4.4 reveals a fundamental misunderstanding of the context in which this section should be applied.

First, the general context of Section 4.4 of Attachment X (and thus its subsections, such as Section 4.4.3) concerns modifications to *pending* interconnection requests, not *existing* facilities. In particular, Section 4.4.3 is focused on the cost and timing implications that a modification to a *pending* interconnection request might raise for projects lower in the queue. As noted above, however, the Seymour GTs have been “existing facilities” interconnected since 2001 and in no sense could “belong” in the queue at this point in time. As is clear under the

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<sup>49</sup> The LFIP, contained in Attachment X, was developed as part of the transparent stakeholder process and was filed with the Commission in compliance with Order No. 2003.

definition of Interconnection Request, the POI change request did not meet the threshold for a new interconnection.

Second, 330 Fund’s analysis of specific exceptions identified in Section 4.4.3 to support its proposition that a change in POI is *de facto* a material modification suffers from the same incorrect starting point – *i.e.*, Section 4.4.3 applies to pending interconnection requests, not to whether a change in POI for an existing facility is material.<sup>50</sup>

Thus, 330 Fund misapplies Section 4.4.3 in an attempt to support its position and, as discussed above, ignores the definition of Interconnection Request in the LFIP, which is the determinative NYISO OATT provision. Moreover, any suggestion that generating units which have been interconnected for six years must be carried on the interconnection queue as a pending project is absurd. In short, the Seymour GTs were not and should not have been listed on the interconnection queue at the time of the NYPA request to change the POI.

b. Like Section 4.4.3 of the LFIP, Section 4.2 of Manual 23 Only Applies To Pending Interconnections, Not Existing Facilities

330 Fund argues in the alternative that, if Attachment X does not apply to NYPA’s POI change request, then Section 4.2 of the *Transmission Expansion and Interconnection Manual* (“Manual 23”), in place at the time of the original NYPA Interconnection Request, would have required the NYISO to treat the POI change request as a new interconnection request. This argument is similarly unavailing.

First, when Section 4.2 is read in context, like Section 4.4.3 of Attachment X, it clearly addresses *proposed* interconnection projects, not *existing* interconnections. Second, Mr.

Garwood’s position that Section 4.2 should have led the NYISO to treat the POI change request as a new interconnection request is based on faulty reasoning. Mr. Garwood states in his affidavit that, pursuant to Section 4.2, a study request that comes after a “withdrawn” or “terminated” interconnection request must be treated as a new interconnection request.<sup>51</sup> Because the original interconnection for the Seymour GTs was “completed,” Mr. Garwood goes on to conclude that “one must conclude that NYPA’s original request was terminated” and, thus, a new interconnection request would have been required under Section 4.2.<sup>52</sup> Besides reading Section 4.2 out of context, Mr. Garwood’s reasoning is simply fallacious – one simply cannot equate the plain meaning of the terms “completed” with either “withdrawn” or “terminated.” Withdrawn or terminated means truncated without completion. A project properly approved and interconnected for six years plainly was not terminated. Mr. Garwood’s assertion thus represents another attempt by 330 Fund to misconstrue the plain meaning and context of NYISO guidance.

**3. 330 Fund Incorrectly Asserts That There Is No Evidence That The NYISO Conducted A Materiality Analysis Of The POI Change Request**

a. The NYISO Did Conduct A Proper Materiality Analysis Based On NYISO OATT And Order No. 2003 Requirements

Contrary to 330 Fund’s assertions,<sup>53</sup> and as attested to in the Affidavit (Exhibit B and attachments, hereto) of Steven L. Corey, the NYISO’s Manager of Interconnection Projects,

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(...continued)

<sup>50</sup> Even if Section 4.4.3 were applicable to existing interconnections (which the NYISO does not concede), 330 Fund's analysis of the exceptions is far too narrow.

<sup>51</sup> See Complaint Exhibit 1 (Garwood Affidavit at n.6).

<sup>52</sup> *Id.*

<sup>53</sup> See, e.g., Complaint at 18 (“[T]here is no evidence that the NYISO conducted an alternative form of materiality analysis.”); see also Complaint at 19 (“It is fundamentally unclear where or how the NYISO made its  
(continued...)”)

NYISO Staff conducted a materiality analysis using the procedure approved by the NYISO Operating Committee on February 14, 2001. This procedure is entitled “Criteria for Defining a ‘New Interconnection’” (“New Interconnection Procedure”). The New Interconnection Procedure establishes two key criteria that must be met in order to show that a proposed project, like the POI change request, is not material and, thus, does not constitute a new interconnection. The criteria are: (1) whether the defining electrical characteristics of the currently interconnected generating resource will differ materially after the change in POI; and (2) whether the existing generating resource has retired.<sup>54</sup>

The New Interconnection Procedure criteria are consistent with the standard articulated in Order No. 2003 and, thus, the definition of Interconnection Request in the LFIP. In addition to POI, the New Interconnection Procedure considers factors such as stability, voltage and short circuit impacts. Thus, the focus of the New Interconnection Procedure is on adverse reliability impacts.<sup>55</sup> Because the Seymour GTs are not retired, the only consideration for NYISO Staff was whether the electrical characteristics of the units after the POI change were materially different than for the units at their preexisting interconnection point and, as such, created a material impact on reliability.

In addition to a letter dated March 13, 2006 providing an explanation of the proposed POI change, NYPA provided NYISO Staff with substantive technical data that the Staff used in

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(...continued)

determination or even whether the NYISO made a determination that the Interconnection Project was immaterial, and if so, what criteria applied.”).

<sup>54</sup> Exhibit B (Corey Affidavit at ¶ 6).

<sup>55</sup> *Id.* at ¶ 13. In fact, the New Interconnection Procedure explicitly states that to rebut the presumption that a project is a new interconnection, the proposed project must demonstrate that the defining electrical characteristics, (continued...)

its materiality analysis.<sup>56</sup> NYISO Staff concluded this information demonstrated that: (1) the proposed reconfiguration had no material impact on short circuit and power flow; (2) there was no increase in capacity of the Seymour GT units; and (3) there was no change to the operational characteristics of the units themselves.<sup>57</sup> Thus the NYISO found that the proposed reconfiguration had no material impact on reliability. These findings directly contradict Mr. Garwood's unsupported statements that he would have "expected" a change in "flows in the area" and the "capacity factor of the Seymour GTs to have increased."<sup>58</sup> 330 Fund is asking the Commission to supplant the independent engineering judgment of NYISO Staff with that of a market participant seeking relief from its own decision to purchase TCCs. The Commission accords deference to ISOs and RTOs on interconnection matters because of their independence.<sup>59</sup>

b. The NYISO's Analysis Of The POI Change Was Thorough And Subject To A Transparent Process

On behalf of 330 Fund, Mr. Garwood states that "both the NYPA [March 13, 2006] letter<sup>60</sup> and the TPAS minutes [Exhibit 6 of the 330 Fund Complaint] appear to have been based

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(...continued)

"when the proposed project is completed, do not differ materially from the defining electrical characteristics of the preexisting facility in a manner adverse to system reliability."

<sup>56</sup> Exhibit B (Corey Affidavit), Attachment 3.

<sup>57</sup> Exhibit B (Corey Affidavit at ¶ 13).

<sup>58</sup> See Complaint Exhibit 1 (Garwood Affidavit at ¶ 18). The NYISO assumes that Mr. Garwood meant capacity as opposed to capacity factor because, while the latter may increase after the reconfigured POI is complete, this concept is quite different from capacity and is not the standard under Order No. 2003 or the definition of Interconnection Request in the NYISO OATT.

<sup>59</sup> See *Midwest Independent Transmission System Operator, Inc.*, 108 FERC ¶61,027 at P 50 (2004).

<sup>60</sup> The Complaint, at Exhibit 5, includes a copy of the NYPA letter; however, the date on the letter, April 7, 2006 is incorrect. The actual date of the letter is March 13, 2006.

on NYPA’s assertion that the change was not material because it was as originally intended.”<sup>61</sup> As demonstrated by the discussion above, Mr. Garwood (and 330 Fund) is clearly uninformed about the actions taken by NYISO Staff. Moreover, his suggestion that the NYISO’s analysis was not thorough – *i.e.*, that it relied on mere assertions by NYPA – is patently incorrect and demonstrates his (and 330 Fund’s) lack of familiarity with how NYISO Staff interacts with TPAS on such matters.

Following notice to the NYISO of a proposed change from a generating resource owner, NYISO Staff makes a materiality determination of the proposal as discussed above. Mr. Corey explains in his affidavit<sup>62</sup> that, once NYISO Staff has made a determination, it reports its findings and conclusions to the TPAS. The TPAS members review the NYISO determination, discuss it at the next available TPAS meeting and, ultimately, confirm or reject it. If TPAS confirms the determination, it reports its results to the Operating Committee for informational purposes. The transparent nature of this process assures that requests such as changes in POI, are thoroughly vetted by committee members and comprehensively evaluated. In this case, TPAS members were provided with a copy of the NYPA request in advance of the April 10, 2006 meeting<sup>63</sup> and, as the TPAS meeting minutes for the April 10 meeting indicate, TPAS supported the NYISO’s conclusion that the POI change was not material.<sup>64</sup>

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<sup>61</sup> *Id.* at 19.

<sup>62</sup> Exhibit B (Corey Affidavit at ¶ 8).

<sup>63</sup> *Id.* at ¶ 14.

<sup>64</sup> Complaint, Exhibit 6.

The information related to the Seymour GTs reconfiguration matter, before and after the TPAS meeting, was posted for committee members and remains posted today.<sup>65</sup> 330 Fund, as a NYISO direct customer, has the right to participate in the Operating Committee and TPAS and have access to its materials. 330 Fund has not chosen to do so. Therefore, 330 Fund's asserted lack of information concerning the POI change request is due to its failure to avail itself of available information and the related lack of basic due diligence prior to its TCC bidding.<sup>66</sup>

**4. The NYISO's Interconnection Procedures Do Not Require Evaluation of Congestion, Deliverability, or Other Economic Factors**

330 Fund states that "the NYISO did not consider impacts the Interconnection Project could have on any of its market participants."<sup>67</sup> In his affidavit, Mr. Garwood argues that part of the NYISO's consideration should be whether the "level of congestion changed."<sup>68</sup> Once again, 330 Fund and Mr. Garwood seem to be completely unaware of the relevant NYISO OATT provisions that address such issues.

Specifically, Attachment S of the NYISO OATT makes it very clear that the NYISO interconnection process under the LFIP (Attachment X) does not address matters such as the

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<sup>65</sup> Exhibit B (Corey Affidavit at ¶ 14).

<sup>66</sup> *Id.* at ¶ 15. 330 Fund states that if the NYISO "intended in 2001 to allow NYPA to change the interconnection point without further study years later, then the NYISO should have continued to list the NYPA Seymour GTs with an interconnection point in the SI/G Load Pocket as an open project in its interconnection queue because it was still pending." 330 Fund Complaint at p. 20. However, as indicated above, another POI was not contemplated in the original NYPA Interconnection Request. Moreover, following the Seymour GTs' completed interconnection in 2001 (thus it was no longer an "open project"), the NYISO, consistent with its practice at the time, allowed the project to remain listed on the queue list for about one year following the completion of interconnection -- the GTs were removed from the list in October 2002. Exhibit B (Corey Affidavit at ¶ 15).

<sup>67</sup> Complaint at 20.

<sup>68</sup> Complaint Exhibit 1 (Garwood Affidavit at ¶ 18).

impact of a proposed project on congestion.<sup>69</sup> This is because, as Attachment S points out,<sup>70</sup> each large generating facility connected within the NYISO control area must meet the Minimum Interconnection Standard (“MIS”). The MIS does not impose any deliverability test or requirement on interconnection projects.<sup>71</sup> Thus, while the NYISO must take into consideration reliability in analyzing a proposed change, such as the NYPA POI change, it does not take into account economic or commercial implications as suggested by Mr. Garwood.<sup>72</sup> To do so would be inconsistent with the MIS.

#### **5. 330 Fund’s Complaint Collaterally Attacks A Prior Commission Order.**

As a final point of perspective, 330 Fund’s complaint fails to even acknowledge the recent Commission order in *Consolidated Edison Co. of New York, Inc.*, 119 FERC ¶ 61, 206 (2007) (“*Consolidated Edison*”). In this order, the Commission accepted the amended interconnection agreement between NYPA and Consolidated Edison reflecting the change in POI for the Seymour GTs. The change in POI was the only change made to the existing interconnection agreement.

In *Consolidated Edison*, the Commission acknowledges that TPAS reviewed the matter and that TPAS concluded the proposed modification to the interconnection agreement did not

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<sup>69</sup> See OATT Attachment S, § II.A.1.b (“It is not anticipated that the installation of any interconnection facilities covered by these rules will ... reduce Congestion.”).

<sup>70</sup> Under the LFIP, proposed generation and merchant transmission projects undergo up to three studies: the Feasibility Study, the System Impact Reliability Study, and the Facilities Study. The Facilities Study is performed on a Class Year basis for a group of eligible projects pursuant to the requirements of Attachment S of the NYISO OATT.

<sup>71</sup> The NYISO is currently addressing deliverability of generating capacity in a separate proceeding. See NYISO Status of Work to Address Deliverability of Generating Capacity, Docket Nos. ER04-449-003, -007, and -008 (filed July 6, 2007).



constitute a “major modification.” This acknowledgement strongly suggests that the Commission did not find fault with the “materiality” evaluation process or the conclusions of TPAS. This consideration is relevant because an amendment to a grandfathered (pre-Order No. 2003) two-party interconnection agreement *is only appropriate if there has not been a change to the generator triggering the need to submit an Interconnection Request*. If the need for an Interconnection Request is triggered, then the entire LFIP applies, including the requirement to enter into a three-party Large Generator Interconnection Agreement (“LGIA”). However, FERC accepted the amended, grandfathered interconnection agreement instead of requiring the three-party LGIA.

330 Fund’s failure to address this order in the Complaint is particularly relevant because it intervened and actively participated in the *Consolidated Edison* proceeding. 330 Fund generally raised concerns that the outage and reconfiguration of the units would materially and adversely impact it, but did not fully articulate its arguments.<sup>73</sup> 330 Fund failed to request rehearing of the Order accepting the amended interconnection agreement. Now, in its Complaint, 330 Fund raises substantive interconnection issues that are directly relevant to the amended interconnection agreement that the Commission has already accepted. 330 Fund is essentially seeking a “second bite at the apple” in another proceeding. To do so constitutes an impermissible collateral attack on a prior Commission order.<sup>74</sup>

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(...continued)

<sup>72</sup> See Exhibit B (Corey Affidavit at ¶ 13)

<sup>73</sup> See Motion to Intervene and Protest of 330 Fund I, L.P., Docket No. ER07-803-000 (filed May 8, 2007).

<sup>74</sup> See, e.g., *State of California, et al.*, 99 FERC ¶ 61,247 at p. 62,062 (2002) (subsequent history omitted) (arguments advanced against prior Commission orders constitute an impermissible collateral attack on those earlier Commission rulings); *Nine Mile Point Station, LLC v. Niagara Mohawk Power Corp.*, 110 FERC ¶ 61,033 at P 23 (2005) (an attack on prior approved tariff provisions constituted an impermissible collateral attack); *KeySpan-*

(continued...)

**C. The NYISO Did Not Violate Section 3.6.6.1 of OATT Attachment N, Because the Uprate/Derate Table Specified in that Section Is Not Intended To, and Does Not, Identify Expected or Actual Outage Schedules**

330 Fund argues that the NYISO violated OATT Attachment N Section 3.6.6.1. The alleged violation is a failure to reflect the transmission outages necessary to implement the POI change in the Uprate/Derate Table prior to each TCC auction that occurred after NYPA notified the NYISO in 2006 of its proposal to change the POI for the Seymour GTs.<sup>75</sup> “If the NYISO did not have specific data regarding the timing of the outage,” the Complaint insists, “the NYISO should have obtained information concerning the Interconnection Project and its timing so the NYISO could update its assumptions.”<sup>76</sup> As explained below, this argument should be rejected because it grossly misinterprets the meaning, purpose, and requirements of Section 3.6.6.1.

Section 3.6.6.1 requires the NYISO to post an “Uprate/Derate Table.” As described in Section 3.6.6.1, the table specifies, among other things, “the expected impact ... of all transmission facility outages ... on interface transfer limits.” The purpose of the table is to provide the predetermined impacts that each transmission facility outage would have on interface transfer limits, *if* a transmission facility is ultimately scheduled out-of-service, and is not meant to reflect transmission facility outages that are actually expected to be scheduled. Rather than

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*Ravenswood, Inc. v. New York ISO*, 107 FERC ¶ 61,142 at P 22 (2005), *reh’g denied*, 107 FERC ¶ 61,142 (2004), *clarified*, 108 FERC ¶ 61,164 (2004) (“Collateral attacks on final orders and relitigation of applicable precedent by parties that were active in the earlier cases thwart the finality and repose that are essential to administrative (and judicial efficiency)...”).

<sup>75</sup> Complaint at 22-23 (“The NYISO should have reflected the Interconnection Project, including all information available on the Outage(s) related to the Interconnection Project, in its uprate/derate tables prior to TCC auctions following the time that NYPA placed the NYISO on notice of the Interconnection Project.”).

<sup>76</sup> *Id.* at 23.

requiring the NYISO to re-calculate this impact in every hour for every interface, the NYISO uses a pre-determined decrement for each facility listed on the Uprate/Derate Table.

In accordance with Attachment N, the NYISO utilizes the Uprate/Derate Table to provide guidance on how to calculate Congestion Rent Shortfalls. This information is posted on the NYISO website primarily for the benefit of the Transmission Owners, because they ultimately must pay any Congestion Rent Shortfalls. The information on the Uprate/Derate Table rarely changes, because the expected impact of any given transmission facility outage on interface transfer limits generally remains constant.

Section 3.6.6.1 does *not* require, as suggested in the Complaint,<sup>77</sup> the Uprate/Derate Table to provide an expected transmission facility outage schedule or any information as to what transmission facilities will *in fact* be out-of-service. A simple review of the Uprate/Derate Table demonstrates this fact,<sup>78</sup> for it does not include an outage schedule (with outage or return-to-service-dates), which is posted elsewhere on the NYISO website.<sup>79</sup>

The fact that neither Section 3.6.6.1 nor any other provision in Attachment N would require the NYISO to list the Line 42231 outage schedule on the Uprate/Derate Table should come as no surprise: Attachment N governs congestion settlements and charges, particularly how to calculate Congestion Rent Shortfalls, not how to administer TCC auctions. Rather, *Attachment M* governs the NYISO's administration of TCC auctions, as Section V.A. above explains in detail.

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<sup>77</sup> Complaint at 22-23.

<sup>78</sup> See Exhibit D (sample Uprate/Derate Table).

<sup>79</sup> The NYISO posts an outage schedule, updated daily, at <http://mis.nyiso.com/public/pdf/os/outages.pdf>.

#### **D. The NYISO Did Not Violate Order No. 889's Posting Requirements**

330 Fund argues that that the NYISO violated Order No. 889's posting requirements and purposes, particularly Section 37.6(a)(2) of the Commission's regulations.<sup>80</sup> 330 Fund argues that this provision imposed an obligation on the NYISO to inform market participants about the relocation of the interconnection point of the Seymour GTs and the outage of Line 42231 to effectuate this change.<sup>81</sup> For the reasons stated below, the Commission should reject 330 Fund's argument.

##### **1. Section 37.6(a)(2) of the Commission's Regulations Does Not Create an Independent, Open-Ended Requirement to Post the POI Change or the Line 42231 Outages**

330 Fund incorrectly interprets Section 37.6(a)(2) as creating an independent, open-ended, free-floating requirement dictating the types of information that a transmission provider must post on its OASIS website. Sections 37.6(b) – (g) govern the types of information that Transmission Providers must post on OASIS, and 330 Fund does not allege that the NYISO violated any of these detailed requirements. Rather, Section 37.6(a)(2) provides guidance as to the format in which Transmission Providers must post on OASIS the information required in Section 37.6(b) – (g). This intent becomes clear when the language of Subsection 2 is read in context with that of Section 37.6(a):

*The information posted on the OASIS must be in such detail and the OASIS must have such capabilities as to allow Transmission Customers to: View and download in standard formats, using*

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<sup>80</sup> Complaint at 23-24 (discussing 18 C.F.R. § 37.6(a)(2)).

<sup>81</sup> Complaint at 23-26.

standard protocols, information regarding the transmission system necessary to enable prudent decision making.<sup>82</sup>

The Commission's OASIS regulations and orders repeatedly support the NYISO's interpretation. For instance, Order No. 889 explains that the purpose of Section 37.6(a) is to state the OASIS "objectives."<sup>83</sup> Order No. 889 does not provide that any of these "objectives" create independent obligations regarding the types of information transmission providers must post on OASIS.<sup>84</sup>

Furthermore, it appears that the Commission has never indicated that it construes Section 37.6(a)(2) as creating an obligation to post information other than the types listed in Sections 37.6(b) – (g) or to otherwise post information relating to anything but transmission and ancillary services. Regarding outage information, Order No. 889 ultimately rejected a proposal discussed in the OASIS NOPR to require transmission providers to post certain information about the run status of transmission facilities.<sup>85</sup>

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<sup>82</sup> 18 C.F.R. § 37.6(a)(2) (emphasis added). The Complaint conveniently omits the italicized language from its quotation from Section 37.6(a)(2), which provides additional context for the reader to understand the requirement.

<sup>83</sup> Order No. 889 at p. 31,604 ("Paragraph (a) lists the objectives of an OASIS."); *see also Real-Time Information Networks and Standards of Conduct*, Notice of Proposed Rulemaking, 60 Fed. Reg. 66,182 (Dec. 21, 1995), FERC Stats. & Regs. ¶ 32,516 at p. 33,177 (Dec. 13, 1995) (explaining that this provision comes from the objectives first listed in the "What Report").

<sup>84</sup> Interpreting Section 37.6(a)(2) as obligating transmission providers to post all information a market participant might deem necessary to enable prudent decision making would come as a surprise to most players in the public utility industry, as the Commission received no substantive comments on this provision when presented in the NOPR. *See* Order No. 889 at p. 31,604 ("Few comments were received on these objectives; none were substantive."). Certainly the Commission would have received substantive comments on this provision had anyone viewed it as creating an independent obligation to post certain types of information not specified elsewhere in the Commission's OASIS regulations.

<sup>85</sup> Order No. 889 at p. 31,615 ("Consequently, the Commission will not require the posting of information about the run status of generation and transmission facilities for a Phase I OASIS."). More recently, a commenter suggested in the rulemaking that produced Order No. 890 that the Commission require OASIS posting of planned and unplanned transmission outages, *see* Order No. 890 at P 1640, a suggestion which would have been unnecessary had this already been required by Commission regulation, and which was effectively rejected when the  
(continued...)

Commission acceptance of the Complaint’s interpretation of Section 37.6(a)(2) would impose an ill-defined and unmanageable reporting requirement. Transmission Providers would have to guess what information a transmission customer might find “necessary to enable prudent decision making” and post it on OASIS. The quantity of information such a interpretation might cover could be limitless, as well as encompassing information the NYISO is obligated to treat as confidential under its Code of Conduct.

**2. The Pronouncements from Order Nos. 889 and 890 Cited in the Complaint Do Not Support the Complaint’s Assertion that the NYISO Was Required to Post the POI Change or the Outage Information Before Each TCC Auction**

330 Fund also argues that “Order No. 889 emphasized that the information provided must be ‘pertinent to decisions’ being made by market participants.”<sup>86</sup> The discussion in Order No. 889 to which 330 Fund cites, in fact, explains the *general* purpose of open-access non-discriminatory transmission service;<sup>87</sup> it does not create an independent requirement dictating exactly what the NYISO must post.

330 Fund also asserts that “[t]he Commission found [in Order No. 890] that a failure to comply with OASIS posting requirements was a large element in the lack of transparency.”<sup>88</sup> Order No. 890, however, did not raise any concerns about Section 37.6(a)(2) as an example of a

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Commission decided instead to simply require posting of “rules, standards and practices.” *Id.* at P 1653. A list of planned transmission outages would not constitute a rule, standard or practice.

<sup>86</sup> Complaint at 23.

<sup>87</sup> Order No. 889 at p. 31,588 (“Open-access non-discriminatory transmission service requires that information about the transmission system must be made available to all transmission customers at the same time. This means that public utilities must make available to others the same transmission information that is available to their own employees and that is pertinent to decisions they make involving the sale or purchase of electricity.”).

<sup>88</sup> Complaint at 24.

requirement that transmission providers have not been satisfying or otherwise give examples of how it has been violated.

**3. In Any Event, the NYISO Posted the Line 42231 Outage Information on OASIS Once the Transmission Owner Submitted Its Outage Requests**

Even assuming 330 Fund's interpretation of the OASIS posting requirements is correct, as discussed in Section V.A., above, the NYISO in fact posted information about the Line 42231 scheduled outages on its OASIS in a user-friendly format for transmission customers *once the Transmission Provider submitted each outage request.*

**VI. IF THE COMMISSION DOES NOT DENY THE COMPLAINT OUTRIGHT, IT SHOULD REJECT 330 FUND'S ATTEMPT TO DEPRIVE THE COMMISSION OF ITS EXCLUSIVE JURISDICTION TO DETERMINE THE FILED RATE AND RULE ON ANY APPROPRIATE REMEDIES**

As is clear from the foregoing portions of the Answer, the Complaint is meritless and should be denied. If, nonetheless, the Commission does not deny the Complaint, it should reject 330 Fund's attempt to deprive the Commission of its exclusive jurisdiction to determine the filed rate and, concomitantly, to rule on any appropriate remedies.

**A. The Counts of the Court Complaint Present Matters that are Within the Exclusive Jurisdiction of the Commission**

By filing a separate complaint in state court for "damages,"<sup>89</sup> 330 Fund is seeking to dictate and limit what the Commission is permitted to – and should – address in connection with this Complaint.<sup>90</sup> Presumably 330 Fund's strategy is designed to avoid the perceived limitations

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<sup>89</sup> The state court complaint relies on breach of contract, breach of OATT and negligence theories. As shown below, however, all three counts require an examination, interpretation and application of the terms of the filed rate, that is, the OATT.

<sup>90</sup> As noted above, the Complaint is in reality an attempt to obtain a declaratory order without conforming to the Commission's requirements and without paying the requisite fee.

of a Section 206 proceeding (including the limitation to *prospective* relief) and the exercise of the Commission’s plenary jurisdiction under the Federal Power Act over tariff and filed rate matters and related remedies if a complaint is granted. The gravamen of both the FERC and the state court complaints is that the NYISO violated the OATT – a claim that cannot be resolved without a determination of the filed rate, an exercise of exclusive jurisdiction that would deprive a court from exercising jurisdiction over 330 Fund’s purported common law action.

Matters involving the terms of the filed rate and the rates, terms and conditions thereof fall within the Commission’s exclusive jurisdiction. Accordingly, if it does not deny the Complaint, the Commission should exercise its exclusive jurisdiction to determine the filed rate and then, if necessary, determine any appropriate remedies.

The subject court complaint alleges three claims asserting that the NYISO breached provisions of the 330 Fund’s TCC contracts, which explicitly incorporate all of the terms of the OATT, provisions of the OATT itself and the governing standard of care under the OATT. Thus, the subject matter of the state court complaint falls within the *exclusive* jurisdiction of the Commission under the Federal Power Act.<sup>91</sup> Attempts to deprive the Commission of its exclusive jurisdiction over rate and tariff matters – even where a contract purports to vest jurisdiction in the courts – have been squarely rejected.<sup>92</sup>

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<sup>91</sup> The gravamen of the court complaint thus falls squarely within the ambit of exclusive jurisdiction described by the Commission stated in *Northern States Power Company (Minnesota) v. Southern Minnesota Municipal Power Agency*, 55 FERC ¶ 61,101, at p. 61,343 (1991), *reh’g denied*, 56 FERC ¶ 61,150 (1991): “Resolution of this dispute involves determining the respective obligations of the parties under rate schedules on file with the Commission, a task that falls with the Commission’s exclusive jurisdiction under the Federal Power Act (FPA).” (emphasis added).

<sup>92</sup> *PacifiCorp v. Reliant Energy Services, Inc., Morgan Stanley Capital Group, Inc., Williams Energy Marketing & Trading Company, El Paso Merchant Energy, L.P.*, 99 FERC ¶ 61,381 at P 24 (2002), *reh’g denied*, 103 FERC ¶ 61,355 (2003); *reh’g granted in part*, 105 FERC ¶ 61,184 (2003) (rate issue clearly within exclusive jurisdiction). (continued...)



Even the asserted “breach of contract” count in the court complaint is not fundamentally a *contract* matter, and therefore falls within the same exclusive filed rate and tariff jurisdiction of the Commission. This is verified by an examination of paragraphs 34 and 35 of the court complaint, which admits that the alleged “contract” is simply an “incorporat[ion] of all the terms of the OATT” and neither refers to state contract law<sup>93</sup> nor alleges that the “contract” terms give any jurisdiction to a state court. Nor do paragraphs 34 and 35 identify any distinctively *contractual* term that the NYISO has allegedly violated; those paragraphs, and the remaining paragraphs of Count 1, simply discuss the terms and conditions of the OATT that the NYISO is alleged to have violated in Count 2.

**B. Even Count 1 Were Viewed as a Claim Sounding in Contract, It Is Nonetheless Appropriate for the Commission to Exercise its Jurisdiction**

Even count 1 of the court complaint were viewed as a claim sounding in contract, it is nonetheless appropriate for the Commission to assert its statutory jurisdiction because the filed rate is at the core of the claim, and that claim cannot be adjudicated without reference to the filed rate. The Commission’s assertion of jurisdiction over the entire court complaint (as well as the Complaint) would also be consistent with the principles enunciated in the seminal case of *Arkansas Louisiana Gas Company v. Hall*, 7 FERC ¶ 61,175 (1979) (“*Arkansas Louisiana*”), *reh’g denied*, 8 FERC ¶ 61,031 (1979). In that case, the Commission stated:

Whether the Commission should assert jurisdiction over contractual issues otherwise litigable in state courts, depends, we

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(...continued)

jurisdiction; referral to District Court in New York would only delay resolution). The instant matter involves a rate issue: was the rate for TCCs paid by 330 Fund, in light of the NYISO's administration of the auctions, just and reasonable under the terms of the OATT?

<sup>93</sup> *Cf. Tennessee Gas Pipeline Company; East Tennessee Natural Gas Company*, 70 FERC ¶ 61,080 (1995) (jurisdiction not exerted because matter involved state contract law).

think, on three factors. Those factors are: (1) whether the Commission possesses some *special expertise* which makes the case peculiarly appropriate for Commission decision; (2) whether there is a need for *uniformity of interpretation* of the type of question raised by the dispute; and, (3) whether the case is *important in relation to the regulatory responsibilities* of the Commission.<sup>94</sup>

The Commission has ruled that only *one* of these factors need be present in order for it to assert its jurisdiction.<sup>95</sup> However, in the instant matter, all three factors are present.

The Commission possesses *special expertise* with respect to the matters raised in the court complaint, namely, whether the “rate” paid by 330 Fund for its TCCs was just and reasonable in light of the NYISO’s actions in relation to the TCC provisions of the OATT, as well as the nature and scope of the obligations of an ISO in administering a complex mechanism such as TCC auctions in the broader context of a complicated LBMP system that reflects transmission congestion. Only the Commission is truly in a position – due to its initial role as the proponent (and in many instances, the effective architect) of such markets and the deep expertise gained through its repeated review of tariff provisions nationwide that implement such systems – to make an informed judgment on the matters raised by 330 Fund. This special expertise extends no less to remedies for alleged violations of these complex tariff mechanisms and provisions: the Commission understands the highly technical and complex TCC market and

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<sup>94</sup> *Arkansas Louisiana*, at p. 61,322 (emphasis added).

<sup>95</sup> *See Enbridge Pipelines (KPC)*, 100 FERC ¶ 61,260, at P 375 (2002), *reh’g denied*, 102 FERC ¶ 61,310 (2003).

the range of effects that would be caused by the modification of market results or the imposition of other remedies.<sup>96</sup>

The Commission's expertise is no less specialized or essential in determining the applicable standard of care and the NYISO's compliance with it. Having created the "independent system operator" concept in Order No. 888, and having overseen the formation of ISOs or RTOs in five major regions of the United States, and numerous years of their administration of organized markets and shared transmission arrangements, it is peculiarly within the Commission's expertise to consider what a "reasonable ISO" would have done in implementing the tariff language, and to review the complaints' (unfounded) allegations of negligence.<sup>97</sup>

The instant matter also presents the need for *uniformity of interpretation*: the Commission has an interest in ensuring that each TCC auction is conducted by the NYISO using consistent procedures, and in considering carefully whether the measures that 330 Fund asserts that the NYISO should have taken in connection with the TCC auction are appropriate for all

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<sup>96</sup> The Commission's expertise with congestion costs and LBMP was the basis, in *Blumenthal v. NRG Power Marketing, Inc.; Conn. Light and Power Co.*, 103 FERC ¶ 61,344 (2003) ("*Blumenthal v. NRG*"), *stay denied*, 104 FERC ¶ 61,046 (2003), *corrected by* 104 FERC ¶ 61,191 (2003), *reh'g denied*, 104 FERC ¶ 61,211 (2003), for the Commission's assertion of jurisdiction in connection with wholesale power contracts for which relief was being sought in parallel in Connecticut state courts: "the Commission has unique expertise over the fundamental issues regarding the responsibility for congestion costs and losses under the [contract]. Specifically, this matter requires an understanding of how the costs for congestion and losses are calculated under the [LMBP] regime implemented in the [Standard Market Design], and the Commission has a special expertise in the area of [LMBP]." *Blumenthal v. NRG*, at P 72; *see also The United Illuminating Company v. Dominion Energy Marketing, Inc.*, 111 FERC ¶ 61,224 at P 24 (2005) (Commission exerted jurisdiction: "Concepts such as 'transmission congestion costs' and 'reliability must-run,' which may be unfamiliar to a court, are subjects frequently addressed by the Commission."). The Commission has also asserted its jurisdiction due to its specialized expertise with complex pooling arrangements such as the NYISO. *See, e.g., New England Power Pool*, 67 FERC ¶ 61,042 at p. 61,128 (1994), *reh'g denied*, 67 FERC ¶ 61,314 (1994).

future auctions in light of the overall TCC and LBMP market structures and the data available to the NYISO.<sup>98</sup> Further, if *arguendo* the Commission were to agree with 330 Fund regarding tariff violations, devising consistent *remedies* is no less important to market certainty and discipline than maintaining uniform terms, conditions and administration of filed rates. The Commission has found that uniformity of interpretation is important in connection with a “system of regional independent operation” calling for the application of consistent criteria.<sup>99</sup>

Finally, under the third criterion of *Arkansas Louisiana*, the court complaint presents matters that are *important in relation to regulatory responsibilities* of the Commission. As explained above, any “contract” claim is inextricably intertwined with the filed rate. The Commission has exclusive jurisdiction under the Federal Power Act over filed rate matters, and therefore a ruling on the contractual matter is “important to the regulatory responsibilities of the Commission.” In addition to the fact that the court complaint deals with matters that are within the Commission’s special expertise and for which the Commission values a uniform interpretation – and which are therefore intrinsically important to the Commission’s regulatory responsibility – the performance by ISOs and RTOs of their duties under the tariff and rate

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(...continued)

<sup>97</sup> The Commission had stated that it has concurrent jurisdiction over negligence allegations regarding transmission providers, and will apply *Arkansas Louisiana* factors in deciding whether to exercise that jurisdiction. *See, e.g., Nevada Power Co.*, 99 FERC ¶ 61,347, at P 19 (2002).

<sup>98</sup> Even if 330 Fund’s characterization of count 2 of the court complaint as a contract claim were accepted at face value, the contract is generic rather than a unique, “one off” agreement and therefore inconsistent rulings could have an adverse effect on a broad array of market participants. *Cf. Water and Power Dep’t of the City of Glendale, Calif. v. Portland Gen. Elec. Co.*, 113 FERC ¶ 61,285 (2005), *reh’g denied*, 115 FERC ¶ 61,231 (2006).

<sup>99</sup> *See, e.g., Southern California Edison Company*, 105 FERC ¶ 61,276, at P 21 (2003).

schedules (and in particular, the transparency to market participants of that performance) is a focus of the Commission at this time.<sup>100</sup>

### C. Conclusion

For these reasons, if the Commission does not – as it should – deny the Complaint, it should, in order to confirm its plenary jurisdiction and conserve administrative and judicial resources, proceed to consider all matters raised in both complaints. In those circumstances, the Commission should require 330 Fund to amend its complaint in order to include its requests for “damages” and to explain the full factual and legal bases on which its damages and negligence theories are based. In particular, it should provide information about the nature and amount of its damages (to ensure a netting of any *benefits* accruing to 330 Fund on account of the POI change).<sup>101</sup> Thereafter, the NYISO should be permitted to amend its answer to respond to these

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<sup>100</sup> The orders cited in footnotes 42 and 43 to the Complaint reveal that they do not support 330 Fund’s strategy of seeking to deprive the Commission of its plenary jurisdiction.

For example, 330 Fund neglects to mention that the D.C. Circuit (in *Columbia Gas Transmission Corp. v. FERC*, 448 F.3d 382 (D.C. Cir. 2006)) remanded the VNG case because the Commission had failed to explain satisfactorily why it did not assert primary jurisdiction over the remedial phase as well as the tariff violation phase. Ultimately, the matter was settled by the parties and no order on remand was ever issued.

330 Fund also fails to explain the context of the order in *Strategic Power Management, Inc. v. NYISO*, 91 FERC ¶ 61,338 (2000). That order merely contains statements regarding bifurcation of filed rate and “contract” issues that are dicta amounting to telling the complainant that the Commission was not in a position to stand in the way of its *seeking* relief in state court.

The order in *Kansas Gas Service v. Enbridge Pipelines KPC*, 98 FERC ¶ 61,342, *on reh’g*, 100 FERC ¶ 61,111 (2002) simply indicates that the interpretation of a settlement agreement that was not part of a FERC-filed tariff could appropriately be resolved in state court. By contrast, the court complaint turns on the NYISO’s administration of a FERC-filed tariff.

*Niagara Mohawk Power Corp. v. Rochester Gas & Elec. Corp.*, 98 FERC ¶ 61,307 (2002) did not involve the “interpretation of a tariff or a standard form contract, generally entered into by industry participants subject to the Commission’s jurisdiction” and thus did not meet the Arkansas Louisiana test. By contrast, the court complaint in fact implicates the interpretation of a tariff and/or standard form contract.

<sup>101</sup> The NYISO notes that any theory of damages in these circumstances must be viewed as extremely speculative: for example, the idea that the presence or absence of a single project on an interconnection queue could  
(continued...)

additional matters. In addition, the NYISO should be permitted to conduct discovery on any allegations added through the amended Complaint.

## **VII. COMPLIANCE WITH RULE 213(C) OF THE COMMISSION’S RULES OF PRACTICE AND PROCEDURE**

### **A. Disputed Factual and Material Allegations**

As discussed in greater detail in Section V above, the NYISO disputes the following key factual and material allegations raised in the Complaint:

- **Complaint at 12:** “On April 4, 2007, after the Fall 2006 and virtually all of the Spring 2007 TCC auctions closed, Line 42231 was included for the first time on the NYISO’s daily outage schedule.”
- **NYISO Response:** As demonstrated in the Hargrave Affidavit (at ¶¶ 9-11 & 13) its Attachment 2, the NYISO first included the February outage on the February 2 outage report, the March outage on the March 13 report, and the April outage on the April 2 report.
- **Complaint at 18:** “[T]here is no evidence that the NYISO conducted an alternative form of materiality analysis.”
- **NYISO Response:** As demonstrated in the Corey Affidavit (at ¶¶ 13-14), the NYISO did perform the materiality analysis, which it reported to the TPAS.
- **Complaint at 18 and 19-20:** The Complaint alleges (at page 18) that, “[r]ather than doing a proper analysis now, it appears as though the NYISO and TPAS relied on the original analysis [provided by NYPA with its 2001 interconnection request].” The Complaint repeats a similar allegation at pages 19-20. (“It appears from the NYPA letter and the TPAS minutes that the decision not to subject the Interconnection Project to Attachment X may have been made based on studies that had been performed six years earlier.”)
- **NYISO Response:** As demonstrated in the Corey Affidavit (at ¶ 13), the NYISO relied on additional, updated information provided by NYPA, included in Attachment 3 to his affidavit.

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(...continued)

be the entire focus of a TCC buyer’s due diligence and determinative of whether and how much it should bid (when a myriad of other factors likely affected 330 Fund’s bidding decisions), strains credulity at best.

- **Complaint Exhibit 1 (Garwood Affidavit at ¶ 17):** “Despite NYPA’s assertion in its April 7, 2006 letter to the NYISO justifying its requested approval of its desired change in point of interconnection by claiming the new interconnection point as being the same electrically as the old originally intended interconnection point, the fact of the matter is that conclusion is based on too narrow a focus and did not consider all of the relevant factors I believe should have been properly considered.”
- **NYISO Response:** As discussed above, the Corey Affidavit (at ¶ 13) and its Attachment 3 demonstrate that the NYISO relied on additional relevant and updated information provided by NYPA.

The NYISO’s responses to other points raised by 330 Fund are reflected in the discussion in Section V, above.

## **B. Law Upon Which this Answer Relies**

To support this Answer, the NYISO relies on, *inter alia*:

- **The Commission has acknowledged that the NYISO does not factor all transmission facility outages into the TCC auctions, and that the capacity amount for TCC auctions is based on “known” facilities outages:** *New York Independent System Operator, Inc.*, 106 FERC ¶ 61,095 at P 5 (2004).
- **The Commission has indicated its support for market participants’ raising their concerns initially in the Commission-approved stakeholder process rather than through complaints, and place great weight on the product of stakeholder processes in ISOs and RTOs:** *Niagara Mohawk Power Corporation, a National Grid Company v. New York State Reliability Council and New York Independent System Operator, Inc.*, 114 FERC ¶ 61,098 (2006); *New England Power Pool*, 107 FERC ¶ 61,135 at P 24 (2004); *New Power Co. v. PJM Interconnection, LLC*, 98 FERC ¶ 61,208 at p. 61,759 (2002); *Morgan Stanley Capital Group Inc. v. PJM Interconnection, LLC*, 96 FERC ¶ 61,331 at p. 62,269 (2002); *Rumford Power Associates, L.P.*, 97 FERC ¶ 61,173 at p. 61,814 (2001).
- **The Attachment X definition of “Interconnection Request” explicitly incorporates the language from Order No. 2003 that if there is there is no increase in capacity of or material modification to the operating characteristics of an existing generating resource, then there is no need for a new interconnection request, and this language is determinative in deciding whether a new interconnection request is required:** *Standardization of Generator Interconnection Agreements and Procedures*, Order No. 2003, 104 FERC ¶ 61,104 (2003) (“Order No. 2003”), *order on reh’g*, Order No. 2003-A, 106 FERC ¶ 61,220, *order on reh’g*, Order No. 2003-B, 109 FERC ¶ 61,287 (2004). *order on reh’g*, Order No. 2003-C, 111 FERC ¶ 61,401 (2005); *New*

*England Power Co.*, 109 FERC ¶ 61,364 at P 12 (2004); *Pacific Gas and Electric Co.*, 109 FERC ¶ 61,392 at P 47 (2004), *reh'g denied*, 111 FERC ¶ 61,156 (2005).

- **330 Fund collaterally attacks a prior Commission order, i.e., *Consolidated Edison Co. of New York, Inc.*, 119 FERC ¶ 61,206 (2007):** *State of California, et al.*, 99 FERC ¶ 61,247 at p. 62,062 (2002); *Nine Mile Point Station, LLC v. Niagara Mohawk Power Corp.*, 110 FERC ¶ 61,033 at P 23 (2005); *KeySpan-Ravenswood, Inc. v. New York ISO*, 107 FERC ¶ 61,142 at P 22 (2004), *reh'g denied*, 107 FERC ¶ 61,142 (2004), *clarified*, 108 FERC ¶ 61,164 (2004).
- **The NYISO did not violate Order No. 889's posting requirements:** Order No. 889 at pp. 31,604, 31,615; Order No. 890 at PP 1640, 1653.
- **The counts of the court complaint present matters that are within the exclusive jurisdiction of the Commission:** *Northern States Power Company (Minnesota) v. Southern Minnesota Municipal Power Agency*, 55 FERC ¶ 61,101 at p. 61,343 (1991), *reh'g denied*, 56 FERC ¶ 61,150 (1991); *PacifiCorp v. Reliant Energy Services, Inc., Morgan Stanley Capital Group, Inc., Williams Energy Marketing & Trading Company, El Paso Merchant Energy, L.P.*, 99 FERC ¶ 61,381 at P 24 (2002), *reh'g denied*, 103 FERC ¶ 61,355 (2003), *reh'g granted in part*, 105 FERC ¶ 61,184 (2003); *Tennessee Gas Pipeline Company; East Tennessee Natural Gas Company*, 70 FERC ¶ 61,080 (1995).
- **Even if a count of the court complaint alleges a contract-based cause of action, the Commission should exercise its jurisdiction:** *Arkansas Louisiana Gas Company v. Hall*, 7 FERC ¶ 61,175, at p. 61,322 (1979), *reh'g denied*, 8 FERC ¶ 61,031 (1979); *Enbridge Pipelines (KPC)*, 100 FERC ¶ 61,260, at P 375 (2002), *reh'g denied*, 102 FERC ¶ 61,310 (2003); *Blumenthal v. NRG Power Marketing, Inc.; Conn. Light and Power Co.*, 103 FERC ¶ 61,344, at P 72 (2003), *stay denied*, 104 FERC ¶ 61,046 (2003), *corrected by* 104 FERC ¶ 61,191 (2003), *reh'g denied*, 104 FERC ¶ 61,211 (2003); *The United Illuminating Company v. Dominion Energy Marketing, Inc.*, 111 FERC ¶ 61,224 at PP 23-24 (2005), *on reh'g*, 112 FERC ¶ 61,279 (2005); *New England Power Pool*, 67 FERC ¶ 61,042 at p. 61,128 (1994), *reh'g denied*, 67 FERC ¶ 61,314 (1994).

### C. Attachments

The following documents are attached to this Answer:

- **Exhibit A:** 330 Fund complaint against the NYISO filed with the Supreme Court of the State of New York, County of New York on June 29, 2007
- **Exhibit B:** Affidavit of Steven L. Corey, the NYISO's Manager of Interconnection Projects



- **Attachment 1:** Criteria for Defining a “New Interconnection” (approved by the Operating Committee February 14, 2001)
- **Attachment 2:** Criteria for Defining a Material Change in a Previously Proposed New Interconnection Project
- **Attachment 3:** NYPA March 13, 2006 Request to Change the POI, plus NPYA-provided materials reviewed by the NYISO to evaluate the request
- **Exhibit C:** Affidavit of Allen Hargrave
  - **Attachment 1:** Excerpts from the NYISO Outage Scheduling Manual
  - **Attachment 2:** The NYISO outage schedule reports for February 2, February 6, April 2, and April 6, which reflect the Line 42231 outages discussed in the complaint, plus the March 13, 2007 fax to Consolidated Edison approving its March 15 outage request
- **Exhibit D:** Sample Uprate/Derate Table

## VIII. CONCLUSION

WHEREFORE, for the foregoing reasons, the NYISO respectfully requests the Commission to deny the Complaint.

Respectfully submitted,

NEW YORK INDEPENDENT SYSTEM  
OPERATOR, INC.

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July 19, 2007

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served the foregoing document upon each person designated on the official service list compiled by the Secretary in these proceedings.

Dated at Washington, D.C. this 19th day of July, 2007.

*/s/ Lyndsey Sites* \_\_\_\_\_

Lyndsey Sites

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# **EXHIBIT A**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

330 FUND I, L.P.

Plaintiff(s),

-against-

NEW YORK INDEPENDENT SYSTEM  
OPERATOR, INC.

Defendant(s).

Index No. 07 602 180

**Summons**

Date Index No. Purchased: June 29, 2007

To the above named Defendant(s)

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

The basis of venue is N.Y. C.P.L.R. 503, which is New York

Dated: June 29, 2007

by Jonathan Beemer  
J. Christopher Shore  
Jonathan Beemer  
White & Case LLP  
1155 Avenue of the Americas  
New York, N.Y. 10036

Attorneys for Plaintiff  
330 Fund I, L.P.

NEW YORK  
COUNTY CLERK'S OFFICE

JUN 29 2007

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implementation of the Interconnection Project and the related outage of a portion of the State transmission grid substantially damaged 330 Fund.

3. In the Fall of 2006 and Spring of 2007, prior to the Interconnection Project, the NYISO sold certain Transmission Congestion Contracts ("TCC") to 330 Fund in auctions conducted by the NYISO. TCCs incorporate the terms of the OATT. TCCs either obligate their holder to pay transmission congestion price differentials or costs or entitle their holder to receive such price differentials. Congestion costs arise when the price of electric power in two geographic areas differ because of limits on the ability of the transmission system to transport power freely between the two areas. As a result, prices may become higher in one area than the other area due to transmission "congestion."

4. With the NYISO's knowledge, 330 Fund purchased TCCs which obligated 330 Fund to pay congestion costs between several defined points within New York City, and other TCCs which entitled 330 Fund to collect congestion differentials between other points within New York City. The Interconnection Project had a material negative impact on the TCCs which 330 Fund acquired in the Fall of 2006 and the Spring of 2007, long after the NYISO became aware of the Interconnection Project.

5. Under the provisions of the OATT, the NYISO had a duty to disclose information concerning the Interconnection Project. The NYISO breached this duty. As a result of the NYISO's failure to disclose this information, 330 Fund's payments for congestion under certain TCCs were dramatically reduced and its obligations to pay congestion for other TCCs were dramatically increased. The NYISO's breach of the OATT provisions also breached the terms of the TCCs themselves.

6. 330 Fund also seeks recovery for defendant's negligence in failing to provide timely and accurate information concerning the Interconnection Project. As the administrator of the substantial NYISO TCC market and the party responsible for posting relevant market information, the NYISO had an independent duty to post information sufficient to permit market participants to make prudent business decisions concerning the NYISO administered markets. Notwithstanding the fact that the NYISO had information concerning the Interconnection Project long before the Fall 2006 and Spring and April 2007 TCC auctions, it failed to meet its duty to provide adequate notice of the Interconnection Project to market participants, including 330 Fund.

#### **THE PARTIES**

7. 330 Fund I, L.P. ("plaintiff" or "330 Fund") is a limited partnership organized under the laws of the State of Delaware, with a principal place of business at 208 South LaSalle Street, Suite 1880, Chicago, Illinois 60604. At least one of 330 Fund's limited partners has a principal place of business in, and is domiciled in, the State of New York, County of New York.

8. Defendant NYISO is a not-for-profit corporation organized under the laws of the State of New York, with a principal place of business at 10 Krey Boulevard, Rensselaer, New York 12144.

#### **STATEMENT OF FACTS**

##### **Background**

9. The NYISO manages the electric transmission system in New York State. The NYISO is responsible for administering the New York electric market, including the markets for energy, transmission, ancillary services, and TCCs. As an integral part of administering the market, the NYISO also provides marketplace data and other important information to market



participants who buy and sell electric energy and TCCs in the New York energy markets. The NYISO is regulated by the Federal Energy Regulatory Commission ("FERC").

10. The NYISO auctions TCCs to electricity market participants under the OATT. The NYISO conducts periodic auctions and monthly reconfiguration auctions during which holders of TCCs may trade them to third parties.

11. A TCC is a financial instrument that effectively operates as a hedge against energy price differences at different locations on the NYISO system. For example, a TCC with a point of injection at point A and a point of withdrawal at point B entitles the holder to collect or requires the holder to pay the energy price differential between those two points.

12. Some of the TCCs at issue here are known as Counterflow TCCs. Counterflow TCCs require the TCC holder to pay the "day-ahead congestion" differential associated with each particular TCC's point of injection and point of withdrawal. A Counterflow TCC's point of injection represents the congested or higher priced side of the Counterflow TCC path, whereas the point of withdrawal represents the uncongested or lower priced side of the TCC path. The "day-ahead congestion" differential measures the difference in price between the point of injection and point of withdrawal for each hour of a given day based on clearing prices as determined by the NYISO in the day-ahead energy market.

#### **The 330 Fund TCCs**

13. 330 Fund is an investment fund which invests in financial transmission rights and TCCs in northeastern independent system operators such as the NYISO. 330 Fund is active in the electricity-related financial markets administered by the NYISO.

14. 330 Fund participated in the NYISO Fall 2006 TCC auction. The NYISO awarded 330 Fund TCCs on 88 paths for a total of 638 megawatts at a face value of \$7.6 million

for counterflow TCCs for the period from November 1, 2006 to April 30, 2007. A megawatt or “MW” is a measure of the amount of electric power that can be generated or transmitted. These counterflow TCCs had a Point of Injection (“POI”) inside the Staten Island/Greenwood (“SI/G”) Load Pocket which is located in lower Brooklyn and Staten Island. Load pockets are congested areas of the system where there is not enough transmission capacity to serve the load in the area from generation outside the area and so local generation (which may be more expensive to run than power generated outside the area) in the area is required to serve the load. The SI/G Load Pocket is such an area. At times when the transmission into the area is fully loaded, prices inside the load pocket increase, thereby creating congestion with higher prices in the load pocket and lower prices outside the load pocket. Counterflow TCCs oblige the TCC holder (in this case, 330 Fund) to pay the day-ahead congestion component differential between each TCC’s point of injection (the congested or higher priced side of the counterflow TCC path) and point of withdrawal (the uncongested or lower priced side). The NYISO also awarded 330 Fund 20 MW of paths with a Point of Injection at the Seymour GTs.

15. In the Spring 2007 TCC Auction, 330 Fund took additional positions vis-à-vis the load pocket by acquiring 94 MW of (“predominant flow”) TCCs with a face value of \$9.9 million. In addition, 330 Fund acquired 25 MW of TCCs with paths with a point of injection at the Seymour GTs, a point which was relocated, without advance notice, as a direct result of the Interconnection Project. Unlike the counterflow TCCs, these additional TCCs had a Point of Withdrawal (“POW”) in or near the SI/G Load Pocket. These additional TCCs have a term ending October 31, 2007. In contrast to the counterflow TCCs, these “predominant flow” TCCs entitle 330 Fund to collect the congestion costs between their points of injection outside the SI/G Load Pocket and the points of withdrawal inside the SI/G Load Pocket.

16. The Greenwood-Gowanus N Transmission Line ("Line 42231") is one of the transmission lines which delivers electricity to the SI/G load pocket. When this line was removed from service as part of the Interconnection Project, the price of electricity and congestion inside the SI/G Load Pocket increased, thereby increasing the obligations associated with 330 Fund's counterflow TCCs for the period ending April 30, 2007.

**The Seymour GTs**

17. The New York Power Authority ("NYPA") is a state-owned organization which operates and administers power generating facilities and electricity transmission lines throughout New York State.

18. The NYPA owns the Seymour GTs. The Seymour GTs have a production capacity of approximately 93.4 megawatts of electricity and prior to completion of the Interconnection Project were interconnected to Line 42231. As part of the Interconnection Project, the Seymour GTs were electrically moved to interconnect within the SI/G Load Pocket, which materially affected TCCs which the NYISO had already sold in the Fall 2006 and Spring and April 2007 TCC auctions.

**The NYPA's Proposed Reconfiguration Of The Seymour GTs**

19. On April 7, 2006, the NYPA sent a letter to the NYISO notifying it that the NYPA wanted to disconnect the Seymour GTs from Line 42231, and run 3,500 feet of new line to interconnect the turbines at the Greenwood 138 kV substation within the SI/G Load Pocket (i.e., the Interconnection Project).

20. In the letter, the NYPA requested that the NYISO find this planned reconfiguration of the Seymour GT interconnection to be a "non-material" modification. The NYPA letter did not provide any information regarding the timing of the Interconnection Project

which would result from the Seymour GTs reconfiguration. The NYISO Transmission Planning Advisory Subcommittee ("TPAS") met on April 10, 2006 and concurred that the Interconnection Project was "non-material."

21. The NYISO did not list the Interconnection Project in its listing of interconnection projects in a posted file known as the interconnection queue or post information concerning the Interconnection Project on its Open Access Same-Time Information System ("OASIS"), an information posting system which the NYISO is required to maintain under the OATT.

#### **The Line 42231 Outages**

22. There were several transmission outages which were part of the Interconnection Project and which had a significant adverse impact on 330 Fund's TCCs. On April 4, 2007, Line 42231 was shown on the NYISO's daily outage schedule as being taken out of service starting April 9, 2007 through April 30, 2007. 330 Fund first contacted the NYISO on that same day seeking information about the outage, but received no immediate response.

23. On or about April 5, 2007, the NYISO daily outage schedule was revised to indicate that Line 42231 would be out of service from April 11, 2007 through April 30, 2007.

24. On April 11, 2007, Line 42231 was taken out of service, and was not returned to service until May 7, 2007.

25. In an e-mail dated April 13, 2007, the NYISO declined to provide any details concerning the Line 42231 outage despite 330 Fund's multiple requests for such information.

26. Prior to April 4, 2007, the NYISO did not list Line 42231 as being in an outage. Nor did the NYISO provide notice of the Line 42231 outage in its report preceding the April 2007 TCC reconfiguration auction which was completed in March, despite the fact that the NYISO knew the line was scheduled to be out for more than half of April 2007.

27. Line 42231 was out from April 11 to May 7, 2007. Line 42231 also was out for four days between February 5 and February 8, then again on March 15, 2007. Upon information and belief, these outages, as well as a possible line de-rating beginning as early as December 2006, were caused by the Interconnection Project.

28. The outage on Line 42231 from April 11, 2007 to May 7, 2007 was caused by the Interconnection Project.

29. The Interconnection Project was planned by the NYPA in advance, and did not result from an emergency situation. The NYISO was aware of the Interconnection Project on or before April 10, 2006.

**Changes in Congestion Costs Resulting From the Interconnection Project Harmed 330 Fund**

30. 330 Fund acquired counterflow TCCs with a term ending April 30, 2007 and October 31, 2007 in the NYISO Fall 2006 auction, and “predominant flow” TCCs with a term ending October 31, 2007 and April 30, 2008 in the NYISO’s Spring 2007 auction.

31. Each of the Line 42231 outages had an immediate adverse pricing impact on 330 Fund. When Line 42231 was removed from service, the congestion payment obligations pursuant to 330 Fund’s counterflow TCCs for the period ending April 30, 2007 increased dramatically, thereby harming 330 Fund. As noted, these outages occurred at several points in the period February through April 2007.

32. In addition, the change in interconnection point for the Seymour GTs had an adverse economic impact on the 330 Fund’s TCC position for the period commencing May 1, 2007, which it acquired in the NYISO’s Spring 2007 TCC Auction. These TCCs are “predominant flow” TCCs with a point of withdrawal in the SI/G Load Pocket. When the Interconnection Project was completed, the Seymour GTs were moved into the SI/G Load

Pocket. This move had the effect of decreasing congestion costs within the load pocket. 330 Fund's TCCs with a term commencing May 1, 2007 entitle 330 Fund to collect the congestion cost within the load pocket. Consequently, the decrease in congestion in the SI/G Load Pocket decreased the revenues 330 Fund was entitled to collect under its TCCs.

33. The NYISO's failure to subject the Interconnection Project to certain OATT requirements and to post related information has caused 330 Fund to incur substantial damages which are on-going and to be determined at trial.

**COUNT I**  
**BREACH OF CONTRACT**

34. Each TCC held by plaintiff is a contract with the NYISO which incorporates all provisions of the OATT.

35. The NYISO violated Attachments X and N and Section 4 of the OATT in connection with the Interconnection Project. Such violations therefore constitute a breach of the provisions of the TCCs held by plaintiff.

**Violation of OATT Attachment X**

36. The NYISO breached Attachment X of the OATT by failing to apply the OATT interconnection procedures to the Interconnection Project. Specifically, the NYISO failed to post the Interconnection Project in the interconnection queue, and to perform feasibility and impact studies required under Attachment X.

37. Attachment X dictates the process to be followed when the NYISO and a particular developer or owner of an electric power generator wish to interconnect into the NYISO grid.

38. Under Attachment X, the NYISO and an owner or developer seeking to interconnect in the NYISO grid must take several clearly enumerated steps.

39. An owner or developer must first submit an "Interconnection Request" (as defined in the OATT) to the NYISO. The Interconnection Request places the proposed owner into a queue with other project sponsors seeking access to the NYISO grid. A sponsor's queue position is determined by the date and time of the Interconnection Request.

40. The NYISO is required to maintain a list of all valid Interconnection Requests on its OASIS website. The OASIS website must also include detailed information about respective Interconnection Requests, such as where the interconnection will take place, the point of interconnection and the status and anticipated in service date of the interconnection.

41. Attachment X also prescribes the specific studies which the NYISO must complete and the approximate time frame for completing them. These studies commence with an Interconnection Feasibility Study which consists of a power flow and short circuit analysis for the proposed points of interconnection, as well as any alternative points of interconnection, and a good-faith estimate of the costs and facilities required to complete the proposed interconnection.

42. Next, the NYISO completes an Interconnection System Reliability Impact Study and an Interconnection Facilities Study designed to assess the impact of the proposed generator interconnection on the NYISO's transmission system, and the exact facilities and costs required for the interconnection.

43. For projects which proceed this far, the project sponsor must sign an Engineering and Procurement Agreement with the NYISO, which allows the NYISO to begin working on long lead-time items needed for the interconnection.

44. Finally, a Large Generator Interconnection Agreement among the NYISO, transmission owner, and developer must be negotiated and signed.

45. Section 4.4.3 of Attachment X sets forth the methods to be used by a developer to make changes to the data contained in the Interconnection Request. Under this provision, prior to making any changes to the data found in a developer's Interconnection Request, the developer may seek to obtain a determination by the NYISO that the proposed change is not a "material modification." The term "material modification" is defined as "those modifications that have a material impact on the cost or timing of any Interconnection Request with a later queue priority date."

46. Section 4.4.3 expressly provides that "[a]ny change to the Point of Interconnection . . . shall constitute a Material Modification" as defined in the OATT. Other than certain enumerated exceptions which are inapplicable here, Attachment X does not provide for any other means of bypassing the materiality default of Section 4.4.3.

47. Upon a finding of a "material modification," the developer may either withdraw the proposed modification, or proceed with a new Interconnection Request for such modification following the steps outlined above. The Interconnection Project clearly constitutes a material modification under Section 4.4.3.

48. Attachment X also contains a definition of "Interconnection Request" and provides in relevant part as follows:

Interconnection Request shall mean Developer's request, . . . to increase the capacity of, or make a material modification to the operating characteristics of, an existing Large Generating Facility . . .

In interpreting whether the Interconnection Project should have been subject to a new interconnection request and the provisions of Attachment X, it is important to note that once the studies of an interconnection have been completed, a change in the Point of Interconnection is categorically a material modification requiring restudy and inclusion anew in the interconnection



queue. There is no rational basis to treat a new project in the interconnection process differently than an existing generator with respect to the materiality of changing interconnection points long after Attachment X and Section 4.4.3 became effective. Moreover, the Interconnection Project constitutes a material modification to the operating characteristics of the Seymour GTs.

49. The NYISO's consent to the April 2007 reconfiguration of the Seymour GTs breached the above interconnection procedures of Attachment X in at least three different ways.

50. First, the NYISO violated the OATT by finding (or allowing TPAS to find) that the Interconnection Project was not a material modification. The NYISO breached the express terms of Section 4.4.3 of Attachment X which plainly state that with certain exceptions such point of interconnection changes are always material. No exceptions to a finding of materiality applied to the Seymour GT change proposed by the NYPA. Moreover, the Interconnection Project represented a material modification to the operating characteristics of the Seymour GTs.

51. If the NYISO had determined that the Interconnection Project constituted a material modification, then the Interconnection Project would have been subject to the procedures of Attachment X, including all of the study procedures noted above. If this had occurred as it should have, then the project would not have occurred during the term of 330 Fund's TCCs here at issue.

52. Allowing the Interconnection Project to proceed as a non-material modification adversely impacted plaintiff because it drastically changed the amount of congestion in the SI/G Load pocket which deprived it of the value of many of the TCC's the NYISO had awarded it.

53. Second, the NYISO further breached Attachment X by failing to list the Interconnection Project in the interconnection queue on its OASIS website. The interconnection queue maintained by the NYISO provides very important data to market participants and other

parties interested in doing business in the NYISO such as 330 Fund. The information posted on the interconnection queue allows parties such as plaintiff to make prudent business decisions with full knowledge of what other projects are being planned and their expected timeframes. Thus, plaintiff was not provided with crucial data regarding the timing and status of the Interconnection Project.

54. Third, under Attachment X, only the NYISO is authorized to address all interconnection-related matters and make materiality determinations for proposed interconnection changes. Upon information and belief, the NYISO permitted TPAS to make the determination of non-materiality. As an advisory committee to the NYISO, the TPAS lacked authority to make the determination that the Seymour GT interconnection was a non-material modification. The NYISO breached Attachment X by permitting such a determination, and failing to apply Attachment X to the Interconnection Project.

55. The NYISO's breach of the Attachment X provisions caused 330 Fund to suffer significant monetary damages.

#### **Violation of OATT Attachment N**

56. Attachment N to the OATT also details the NYISO's posting obligations prior to TCC auctions.

57. Section 3.6.6.1 of Attachment N requires the NYISO to post certain data prior to each TCC auction, including information concerning outages. Specifically, Section 3.6.6.1 requires the NYISO to post tables prior to each TCC auction which detail the expected impact of all transmission facility outages and returns-to-service on interface transfer limits for the period during which TCCs are to be sold in the auction.

58. The NYISO breached its obligations under Section 3.6.6.1 of Attachment N by failing to post information on the Interconnection Project prior to the relevant TCC auctions.

59. As a bidder and purchaser in the relevant TCC auctions, plaintiff was deprived of relevant information concerning the Interconnection Project.

60. The NYISO's breach of the Attachment N disclosure requirements caused plaintiff to incur significant monetary damages.

**Violation of OATT Section 4.0**

61. The NYISO has the obligation under OATT Section 4 to maintain the OASIS consistent with FERC's regulations. These regulations require that utilities, including the NYISO, post relevant information to allow market participants to:

View and download in standard formats, using standard protocols, information regarding the transmission system necessary to enable prudent business decision making;...

Section 4.0 of the OATT incorporates these regulations and establishes the NYISO as the party responsible for satisfying these requirements.

62. In order to make prudent business decisions, market participants (in this case, TCC auction bidders) must not only have access to relevant information, they must have access to that information in a timely manner before those business decisions must be made. Through the NYISO's failure to provide information concerning the Interconnection Project, 330 Fund could not make such decisions regarding the bids it would place into the relevant TCC auctions based on actual market conditions. Rather, 330 Fund was operating under inaccurate assumptions based on the insufficient information the NYISO made available to market participants. As a result of the lack of information, 330 Fund's TCC bids did not reflect the Interconnection Project. The NYISO knew or should have known that the relocation of the

interconnection point of the Seymour GTs, would require a line outage which would have an economically significant effect on congestion in the SI/G Load Pocket. The NYISO also knew or should have known that the relocation of the Seymour GTs would have a significant impact on congestion in the SI/G Load Pocket after such outage.

63. The NYISO's breach of Section 4 posting requirements caused plaintiff to incur significant monetary damages.

**COUNT II**  
**BREACH OF OATT**

64. Plaintiff repeats and realleges all preceding paragraphs as if fully set forth herein.

65. Plaintiff asserts a claim for breach of the OATT provisions themselves, including Attachments X and N and Section 4.0 as more fully explained above.

66. Plaintiff suffered damages as a result of the NYISO's breach of the OATT.

**COUNT III**  
**NEGLIGENCE**

67. Plaintiff repeats and realleges all preceding paragraphs as if fully set forth herein.

68. The NYISO knew or should have known that the Interconnection Project would have economically significant effects on congestion in the SI/G load pocket, first through the transmission line outage(s) associated with the project, and second through the relocation of the Seymour GTs into the SI/G Load Pocket.

69. The NYISO owed market participants, including plaintiff, an independent duty to obtain and post information concerning the Interconnection Project.

70. The NYISO breached this duty when it became aware of the Interconnection Project in April of 2006 and permitted it to occur without providing information to market participants, including plaintiff.

71. Plaintiff suffered damages as a result of the NYISO's negligence in failing to post information concerning the Interconnection Project.

**PRAYER FOR RELIEF**

WHEREFORE, plaintiff demands judgment in its favor against defendant in an amount to be determined at trial together with interest, costs, disbursements, and attorneys' fees, and such other relief as this Court deems just and proper.

Dated: New York, New York  
June 29, 2007

WHITE & CASE LLP

By: 

J. Christopher Shore  
Stuart A. Caplan  
Jonathan Beemer  
1155 Avenue of the Americas  
New York, New York 10036  
(212) 819-8200

Attorneys for Plaintiff

INDEX NO.

SUPREME COURT OF THE STATE OF  
NEW YORK COUNTY OF NEW YORK

SIR:

PLEASE TAKE NOTICE that a .....

.....  
of which the within is a true copy, has  
been made herein and was duly entered  
and filed in the office of the Clerk of the

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.....  
on the ..... day of .....

20 .....

**WHITE & CASE**  
LIMITED LIABILITY PARTNERSHIP

Attorneys for.....

1155 Avenue of the Americas  
New York, New York 10036-2787

To .....

Attorney for .....

330 FUND I, LP,

PLAINTIFF,

-against-

NEW YORK INDEPENDENT SYSTEM  
OPERATOR, INC.,

DEFENDANT.

COPY

SUMMONS & COMPLAINT

**WHITE & CASE**  
LIMITED LIABILITY PARTNERSHIP

ATTORNEYS FOR PLAINTIFF

1155 Avenue of the Americas  
New York, New York 10036-2787  
212-819-8200

TO.....

ATTORNEY FOR.....

# **EXHIBIT B**

UNITED STATES OF AMERICA  
BEFORE THE  
FEDERAL ENERGY REGULATORY COMMISSION

<b>330 Fund I, L.P.</b>	)	
	)	
<b>Complainant,</b>	)	
	)	
<b>v.</b>	)	<b>Docket No. EL07-78-000</b>
	)	
<b>New York Independent System</b>	)	
<b>Operator, Inc.</b>	)	
	)	
<b>Respondent.</b>	)	

**AFFIDAVIT OF STEVEN L. COREY  
FOR NEW YORK INDEPENDENT SYSTEM OPERATOR, INC.**

**A. QUALIFICATIONS AND PURPOSE**

1. My name is Steven L. Corey. I serve as Manager, Interconnection Projects for the New York Independent System Operator, Inc. ("NYISO"). Our offices are located at 10 Krey Boulevard, Rensselaer, New York 12144.
2. I received a Bachelor of Science degree in Electrical Engineering from the Clarkson College of Technology (now Clarkson University) in 1972, and I received a Master of Engineering degree in Electrical and Computer Engineering in 1975, also from Clarkson.
3. I joined the NYISO when it was formed in 1999. From December 1999 until November 2005, I held the position of Manager, Transmission Planning. My responsibilities included coordination and performance of various transmission studies and reliability assessments in the "planning timeframe," which included interconnection studies and various transmission planning studies. Starting in



November 2005, I became the Manager, Interconnection Projects and hold that position currently. My responsibilities include general administration of the NYISO's interconnection procedures, including coordination and performance of interconnection studies.

4. Prior to joining NYISO, I worked at the New York Power Pool ("Power Pool"). I was employed by the Power Pool from 1974 until I joined NYISO. From 1974, until 1980, I was a computer analyst. From 1980 until 1985, I served as the Computer Application Supervisor. From 1985 until 1991, I served as Manager of Operations Engineering. In 1991 I became the Supervisor Transmission Planning and served in that capacity until I joined NYISO.
5. The purpose of this affidavit is to explain how NYISO addressed the request by the New York Power Authority ("NYPA") for a change in the existing point of interconnection ("POI") for two gas turbine electric generating units known as the "Seymour GTs." Additionally, the affidavit addresses the treatment of NYPA's original interconnection request in 2001.

**B. NYISO'S PROCESS FOR DETERMINING WHETHER A NEW INTERCONNECTION REQUEST IS REQUIRED FOR CURRENTLY INTERCONNECTED GENERATION RESOURCES**

6. When a currently interconnected generation resource seeks a change in POI, NYISO must first determine whether the request requires a new interconnection request or not. The standard for making this determination is two-fold: (1) whether the defining electrical characteristics of the currently interconnected generating resource will differ materially after the change in POI; and (2) whether the existing generating resource has retired. This standard is embodied in an internal procedure, entitled "Criteria for Defining A 'New Interconnection,'"

which was approved by the NYISO Operating Committee on February 14, 2001 (Attachment 1) (hereinafter referred to as the “New Interconnection Procedure”).

The New Interconnection Procedure was recently posted on the NYISO website for public availability (it was always available to NYISO governance committee members) at

[http://www.nyiso.com/public/services/planning/interconnection\\_studies\\_process.j](http://www.nyiso.com/public/services/planning/interconnection_studies_process.jsp)

[sp](http://www.nyiso.com/public/services/planning/interconnection_studies_process.jsp). In addition to POI, the New Interconnection Procedure considers factors such as stability, voltage and short circuit impacts. The New Interconnection

Procedure standard is consistent with the standard articulated in Order No. 2003.

There, the Federal Energy Regulatory Commission (“Commission”) explained that a new interconnection request would only be required where there was an increase in capacity of or a modification to the operating characteristics of a generation facility already connected to the grid. *See* Order No. 2003 at P 4 and n.5; *see also id.* at Appendix 6 (explaining that there is a new “interconnection request” when there is a proposal to “increase the capacity of, or make a Material Modification to the operating characteristics of, an existing Generating Facility”).

7. In addition to the consistency between the New Interconnection Procedure and Order No. 2003, as described above, the NYISO OATT explicitly incorporates the Order No. 2003 guidance into the definition of “Interconnection Request,” found in Section 1 of Attachment X. Specifically, an Interconnection Request is defined to mean a:

Developer's request, in the form of Appendix 1 to the Standard Large Facility Interconnection Procedures, in accordance with the Tariff, to interconnect a new Large Generating Facility or Merchant Transmission Facility to the New York State Transmission System, or to increase the capacity of, or make a material modification to the operating characteristics of, an existing Large Generating Facility or Merchant Transmission Facility that is interconnected with the New York State Transmission System.

Thus, it is clear on the face of the NYISO OATT that if there is no increase in capacity of or material modification to the operating characteristics of an existing generating resource, then there is no need for a new interconnection request.

8. As the New Interconnection Procedure indicates, following notice of a proposed change from a generating resource owner, the process for determining whether a material change to a generating resource's electrical characteristics has occurred begins with the NYISO staff. Once the NYISO staff has made a determination, it reports its findings and conclusions to the Transmission Planning Advisory Subcommittee ("TPAS"). The TPAS committee members review the NYISO staff determination, discuss it at the next available TPAS meeting and, ultimately, confirm or reject the determination. If TPAS confirms the determination, it reports its results to the Operating Committee for informational purposes. The interactive nature of this process assures that requests, like a change in POI, are thoroughly vetted to committee members and comprehensively evaluated.
9. It should be noted that the New Interconnection Procedure differs from a companion procedure also approved by the Operating Committee during its meeting on February 14, 2001 (posted on the NYISO website at

[http://www.nyiso.com/public/services/planning/interconnection\\_studies\\_process.jsp](http://www.nyiso.com/public/services/planning/interconnection_studies_process.jsp)). This procedure (Attachment 2) addresses changes to a “proposed interconnection project,” whereas the New Interconnection Procedure addresses changes to an “existing interconnection.” A review of the two procedures shows that the New Interconnection Procedure considers substantially more reliability-related factors than the other procedure. As the Operating Committee minutes for February 14<sup>th</sup> indicate, the New Interconnection Procedure was needed because the NYISO Open Access Transmission Tariff (“OATT”), as it existed in 2001, did not define new interconnections and guidance was necessary in order to distinguish new interconnections from other projects such as generation unit restarts and refurbishments. As distinguished from the New Interconnection Procedure, the minutes indicate that the other procedure was to be used for determining whether a proposed project had made a material change that would require reapplication for interconnection and a new queue position.

10. In its Complaint, 330 Fund I, L.P. references Section 4.4.3 of Attachment X of the NYISO OATT and Section 4.2 of Manual 23 (the NYISO Transmission Expansion and Interconnection Manual) in support of its position that these documents effectively make a change in POI a *de facto* material change. See 330 Fund Complaint at 15 and n.17. Both of these sections, however, address *proposed* interconnection projects, not *existing* interconnections. It appears that 330 Fund I, L.P. does not understand the distinction between which parts of the OATT (or Manual 23) apply to proposed interconnections versus existing interconnections. To the extent that 330 Fund I, L.P.’s claim of an OATT violation is based on its interpretation of Section 4.4.3 or Section 4.2, the claim is

incorrect -- these provisions do not apply to an existing interconnection such as that for the Seymour GTs.

**C. NYISO's TECHNICAL ANALYSIS OF NYPA's REQUEST**

11. In a letter addressed to me dated March 13, 2006 (“March 13 Letter”), NYPA requested that its existing interconnection for the Seymour GTs, located in the Gowanus-Greenwood 138kV feeder, be re-connected into the Greenwood 138kV bus. NYPA’s letter described that the requested reconfiguration would be accomplished through a 3,500 foot, 1,000MVM cable that would run from the Seymour GTs to the Greenwood substation. NYPA’s letter provided an explanation of the impacts of this reconfiguration as well as supporting information, including one-line diagrams of the circuits, power flows and short circuit analysis data. NYPA asserted that the changed POI would be “electrically the same interconnection point” and, thus, requested that NYISO find the proposal to be a “non-material change.” March 13 Letter at 1-2.
12. A determination under the New Interconnection Procedure does not require a formal interconnection study because it only seeks to determine whether a material change has been proposed to an existing interconnection. Pursuant to Attachment X, such determinations do not appear on the NYISO’s new interconnection request queue list.
13. The focus of a determination under the New Interconnection Procedure is on adverse reliability impacts, as demonstrated by the types of technical factors taken into consideration under the procedure. It does not take into account, nor should it, economic or commercial implications. NYISO staff reviewed the information

provided by NYPA (Attachment 3) and concluded that it demonstrated that the proposed reconfiguration had no material impact on short circuit and power flow. In addition, there was no increase in capacity of the Seymour GT units and there was no change to the operational characteristics of the units themselves.

14. As the committee materials on NYISO's website indicate, NYISO staff reported its determination to TPAS at a meeting held on April 10, 2006. TPAS committee members were provided with a copy of the NYPA request in advance of the April 10 meeting. The meeting minutes indicate that TPAS concurred with NYISO staff's conclusion that NYPA's proposal did not constitute a material change. *See* Exhibit 6 of 330 Fund I, L.P.'s Complaint. TPAS's conclusion was duly reported to the Operating Committee as reflected in the minutes for a meeting held on May 18, 2006. All of the information related to the Seymour GTs reconfiguration matter, before and after the TPAS meeting, was posted for committee members and remains posted today.

**D. TREATMENT OF NYPA'S ORIGINAL INTERCONNECTION REQUEST**

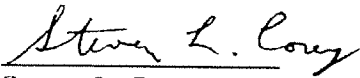
15. NYPA's original interconnection request was submitted to NYISO on December 5, 2000. The request listed the POI as Gowanus substation. There was no reference to connecting at the Greenwood bus. Consequently, the studies performed in response to NYPA's request only addressed the connection at the Gowanus substation. The initial interconnection of the Seymour GTs was completed in 2001 and, thus, preceded Commission approval of Attachment X in 2004. Consistent with NYISO practice at the time, completed projects were typically removed from the interconnection queue list about one year after a project goes into service and the project has been listed in the annual NYISO

Load and Capacity Data Report as existing generation resources. My records show that the Seymour GTs were still listed on the queue list in August 2002, but were removed in October 2002, about one year after their in-service date.

16. This concludes my affidavit.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 7/13/2007

  
Steven L. Corey  
Steven L. Corey



ATTACHMENT 1

Criteria for Defining a “New Interconnection”

## Criteria for Defining A “New Interconnection”

(Approved by the Operating Committee February 14, 2001)

For purposes of determining whether or not a proposed generation or transmission project is to be deemed a new interconnection project that is obligated to satisfy the queuing and reliability impact study requirements of Sections 19B and 19C of the OATT, the following factors shall apply:

- The proposed generation or transmission project shall be presumed to be a new interconnection subject to the requirements of Sections 19B and 19C of the OATT.
- The Developer can rebut this presumption if it satisfies the ISO Staff and TPAS that the proposed project is not a new interconnection, but that it merely represents certain changes to an existing interconnection.
- In seeking to rebut the presumption that its project is a new interconnection, the Developer must satisfy ISO Staff and TPAS that both of the following two points are true:

(1) The defining electrical characteristics of the Developer’s generation or transmission facility when the proposed project is completed, do not differ materially from the defining electrical characteristics of the preexisting facility in a manner adverse to system reliability.

– Electrical characteristics shall be defined in terms of:

- (a) Project Size. Material adverse difference is suggested by a size increase of 10 MW or more, or 5% or more, whichever is greater.
- (b) Interconnection Point. Material adverse difference is suggested by a materially different system interconnection point, at a voltage level of 115 kV or greater.
- (c) Stability Impact. Material adverse difference is determined by ISO Staff in accordance with SRIS criteria.
- (d) Voltage Impact. Material adverse difference is determined by ISO Staff in accordance with SRIS criteria.
- (e) Thermal Impact. Material adverse difference is determined by ISO Staff in accordance with SRIS criteria.
- (f) Short Circuit Impact. Material adverse difference is determined by ISO Staff in accordance with SRIS criteria.

These factors shall be considered together. No single factor shall be considered automatically conclusive in the determination of whether or not the proposed project will result in a facility that differs materially from the preexisting facility. ISO Staff shall make an overall determination of whether or not a material adverse difference exists, and shall report that determination to TPAS.

(2) The preexisting facility has not been retired.

– Retired status shall be defined in terms of:

(a) The Annual NYISO Load And Capacity Report. The preexisting facility has not been retired if, at the time the Developer first contacts ISO Staff about the proposed project, the preexisting facility is reported as an active facility, or the preexisting facility has been reported as a reserve or standby or deactivated facility for no more than three years.

(b) Other Reports. The preexisting facility has not been retired if, at the time the Developer first contacts ISO Staff about the proposed project, the preexisting facility is reported as active generation capacity, and not retired, on DOE Form EIA-860A or DOE Form EIA-860B, or an equivalent federal or state reporting form.

These factors shall be considered together; neither alone shall be considered automatically conclusive in the determination of whether or not the preexisting facility has been retired. ISO Staff shall make a determination about the status of the preexisting facility, and shall report that determination to TPAS.

- In seeking to rebut the presumption that its project is a new interconnection, the Developer may also present any additional information that it thinks is relevant to support the conclusion that the proposed project merely represents certain capital improvements to an existing interconnection.
- On the basis of all information presented, the ISO Staff will come to an overall determination as to whether or not the Developer has rebutted the presumption that the proposed project is a new interconnection subject to the requirements of Sections 19B and 19C of the OATT.
  - ISO Staff shall report its determination to TPAS for discussion, review and confirmation.
  - TPAS will report the results of this process to the Operating Committee.

## ATTACHMENT 2

### Criteria for Defining a Material Change in a Previously Proposed New Interconnection Project

**Criteria for Defining a Material Change in a  
Previously Proposed New Interconnection Project**

(Approved by the Operating Committee February 14, 2001)

For purposes of determining whether or not a previously proposed interconnection project, with an established queue position, has undergone an overall material change, such that it must be considered a new project requiring a new application and new queue position, the following factors shall apply:

- A proposed interconnection project has undergone an overall material change if the defining electrical characteristics of the revised project, taken together, differ materially from the defining electrical characteristics of the previously proposed project in a manner adverse to system reliability.
  - Electrical characteristics shall be defined in terms of:
    - (a) Project Size. Material adverse difference is suggested by a size increase of 10 MW or more, or 5% or more, whichever is greater.
    - (b) Interconnection Point. Material adverse difference is suggested by a materially different system interconnection point, at a voltage level of 115 kV or greater.
- These factors shall be considered together. No single factor shall be considered automatically conclusive in the determination of whether or not the revised project is materially different from the previously proposed project. ISO Staff shall make an overall determination of whether a material adverse difference exists, and shall report that determination to TPAS for discussion, review and confirmation.
- TPAS will report the results of this process to the Operating Committee.

ATTACHMENT 3

NYPA Request

March 13, 2006

Steven Corey  
New York Independent System Operator  
290 Washington Avenue Extension  
Albany, NY 12203

Subject: NYPA's Seymour Gas Turbines at Gowanus

Dear Mr. Corey:

NYPA is electing to reconfigure the Seymour Gas Turbines (79MW) from their existing interconnection point in the Gowanus- Greenwood 138kV feeder, downstream of the Gowanus PAR#1, and re-connect them as they were intended to be installed directly into the Greenwood 138kV bus. These units were connected as they are today because of the extremely short timeframe to meet NYC's reliability needs for the 2001 Summer period. Since it is electrically the same interconnection point and the units will not physically be moved, NYPA is seeking the NYISO's acquiescence that this does not constitute a 'material change'.

To support this request, NYPA offers the following information:-

The connection will be accomplished via a 3500ft. 1000MVM cable that will run from the NYPA Seymour Gas Turbines (GTs) to the Greenwood Substation. The Greenwood south ring bus will be expanded with one (1) new circuit breaker, and two (2) disconnect switches to accommodate the generator lead. The electrical effect is like that of a 'jumper' between two adjacent substations.

Transfer limit analysis was performed, which shows a net increase into the Staten Island/Greenwood load pocket equal to the output of the Seymour GTs. This is due to the fact that the Gowanus 138kV PAR #1, which controls power flow to the Gowanus South 138kV bus, can be optimized when the Seymour GTs are running. Without this reconnection, the Seymour GTs (when they run), offset power flows on the Gowanus PARs on a MW for MW basis (see attached flow diagrams).

Examination of the PARs in the vicinity show that there is a slight changes in angle requirements of the Gowanus PARs with or without the re-connection. This is due to the fact that the PAR #1 is required to control 224MW (same as PAR #2) instead of

144MW without the re-connection. All other PARs remain unchanged. The attached Table shows the changes.

This connection was tested for short circuit contribution, and was found to have no additional impact on short circuit (see attached table).

In addition, based on discussions with Consolidated Edison, we have their support that this is a far better connection configuration from a reliability standpoint than the existing, and they agreed with our proposal.

Based on the above findings, NYPA is requesting that the NYISO rules this request as a 'non-material change'.

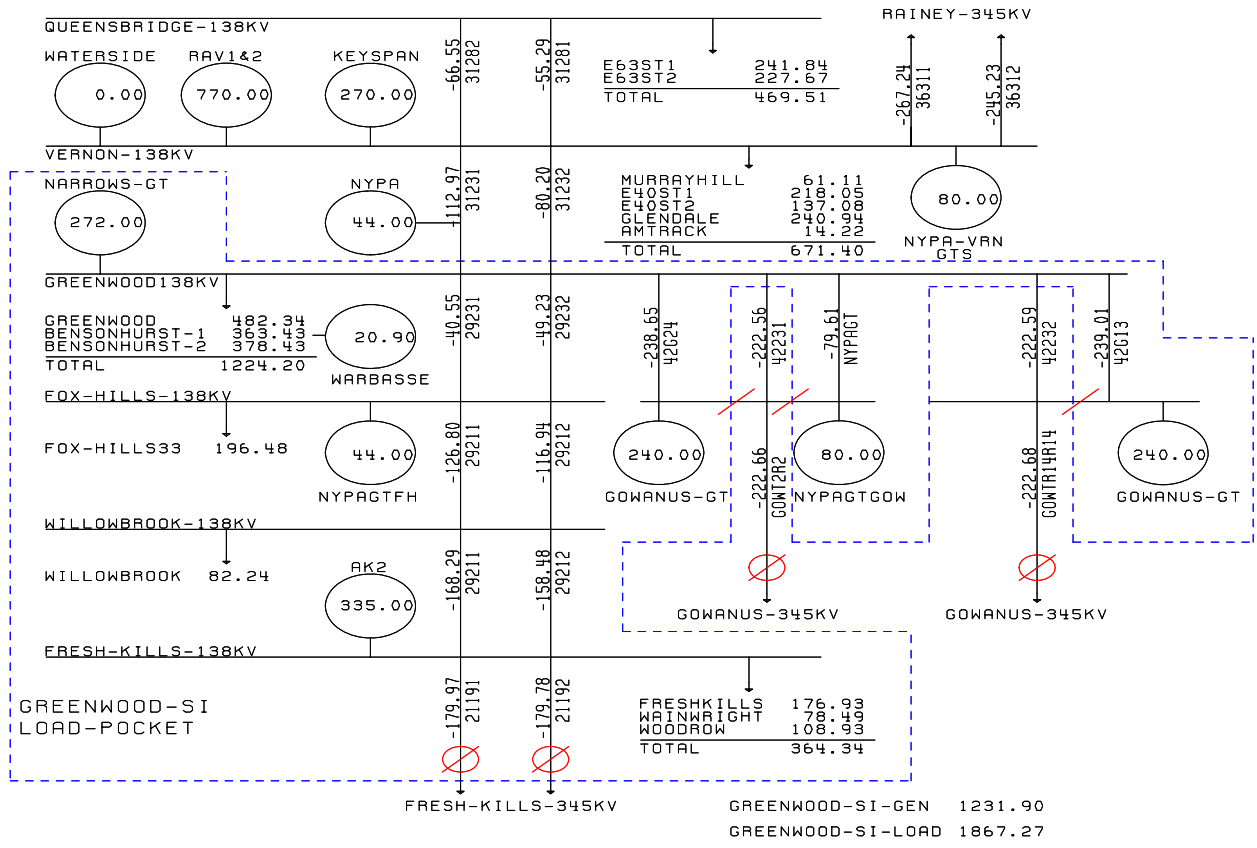
Yours very truly

A.Ralph Rufrano  
Manager, Transmission Planning  
Transmission Business Unit  
New York Power Authority  
123 Main St. Room 612  
White Plains, NY 10601  
Phone: (914) 681-6265  
Fax: (914) 681-6932  
E-mail: [Ralph.rufrano@nypa.gov](mailto:Ralph.rufrano@nypa.gov)



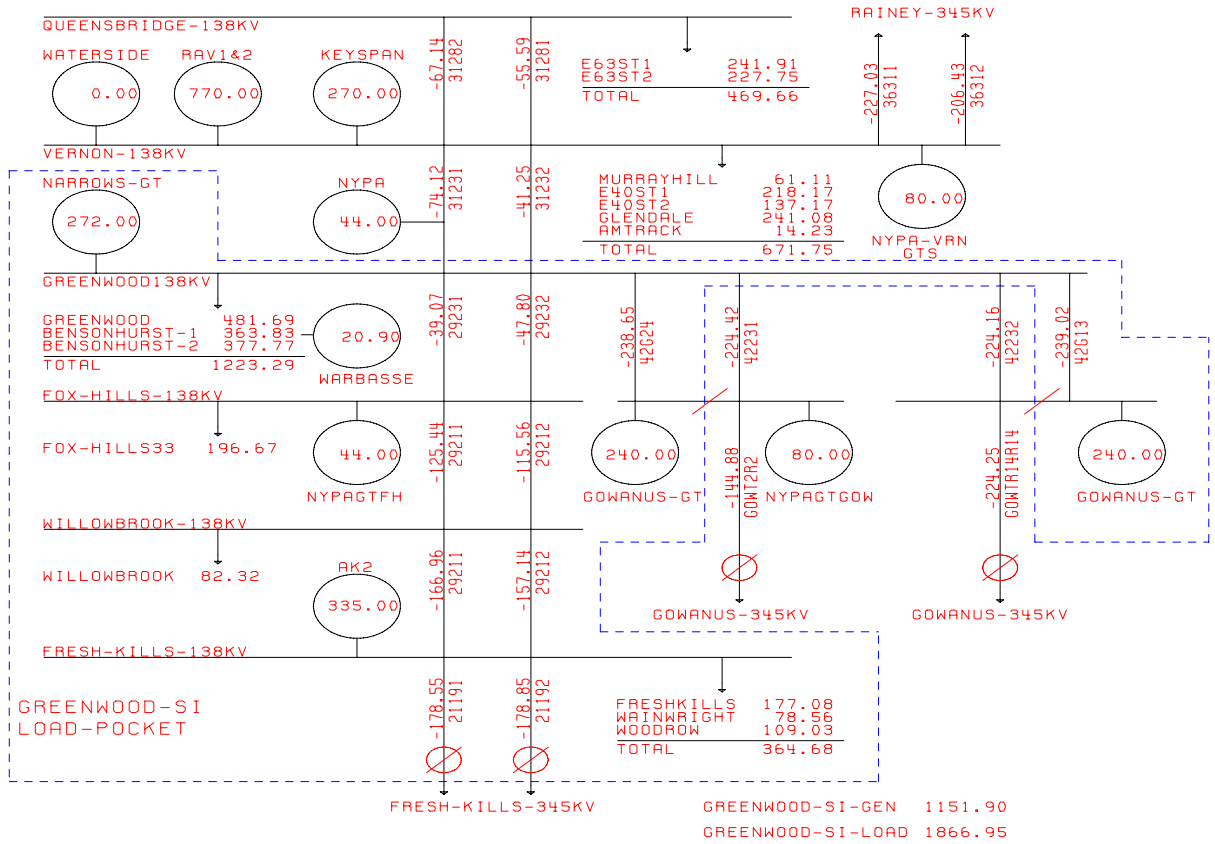
PAR Table

PARs	Angle Range & Scheduled Flow	Seymore Gow.#1 Angle/MW Flow	@ Seymore Greenw'd Angle/MW Flow	@ Delta (Deg.)
Gowanus #1	+/- 25 Deg. 226MW	-12.82 Deg. 145MW	-21.99 Deg. 224MW	9.17
Dowanus #2	+/- 25 Deg 226MW	-18.02 Deg. 225MW	-21.99 Deg. 224MW	3.97
Farragut 1	+/- 30 Deg. 400MW	28.61 Deg. 400MW	28.42 Deg. 400MW	0.19
Farragut 2	+/- 30 Deg. 400MW	28.81 Deg. 400MW	28.66 Deg. 400MW	0.18
Gothls N	+/-30 Deg. 200MW	-25.00 Deg 210MW	-25.00 Deg. 220MW	0.00



GOWANUS FULL OUT  
 2005 SUMMER PEAK, LEVEL 5 (NEW GOWANUS NYPA LINE)  
 SUMMING BUS TOLERANCE IS +20 MW

FRI, JAN 20 2006 11:04  
 JAMES B.W. LEE  
 DIAGRAM NO. CE002

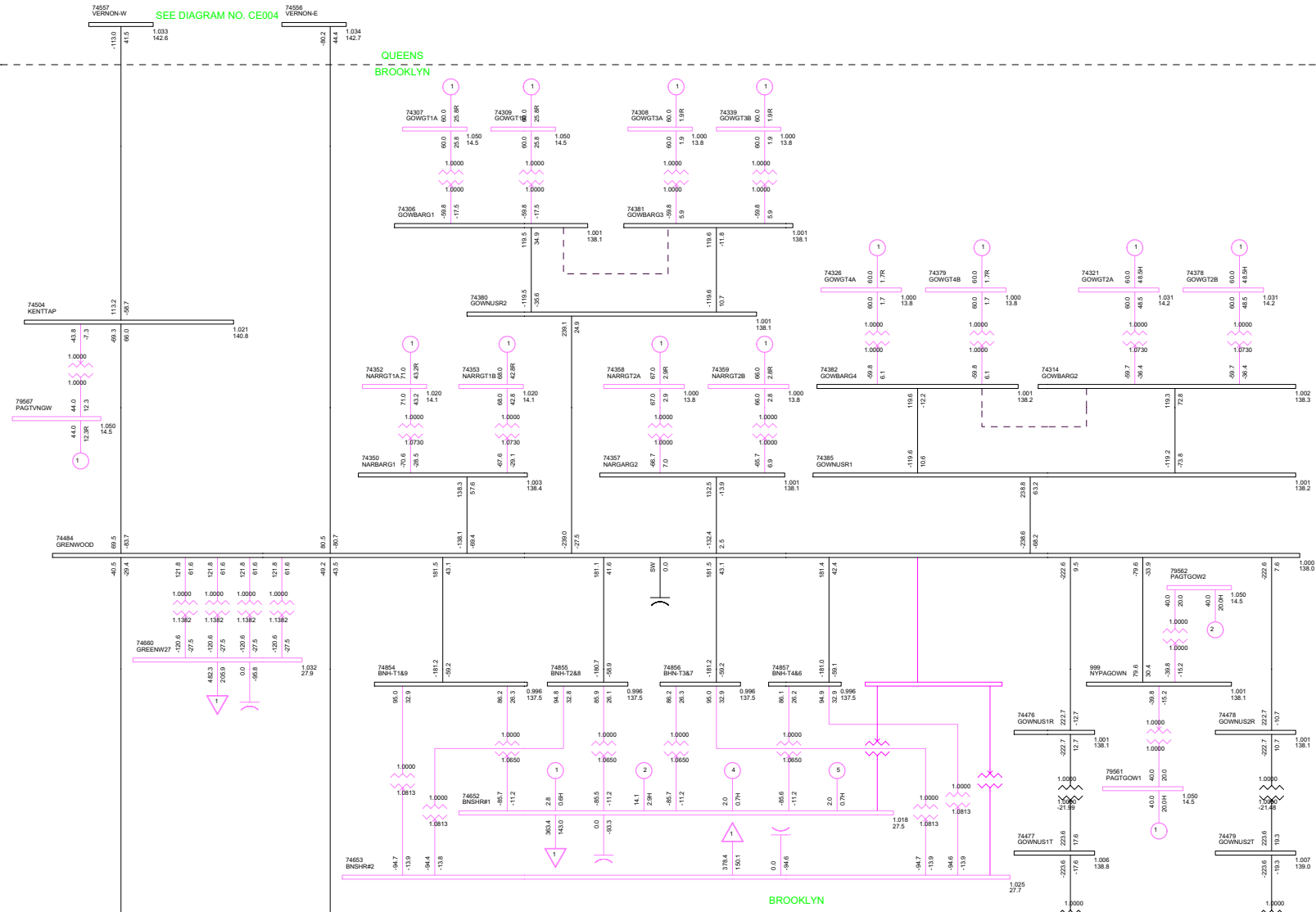


GOWANUS FULL OUT  
 2005 SUMMER PEAK, LEVEL 5 (NO OVERLOAD)  
 SUMMING BUS TOLERANCE IS + 20 MW

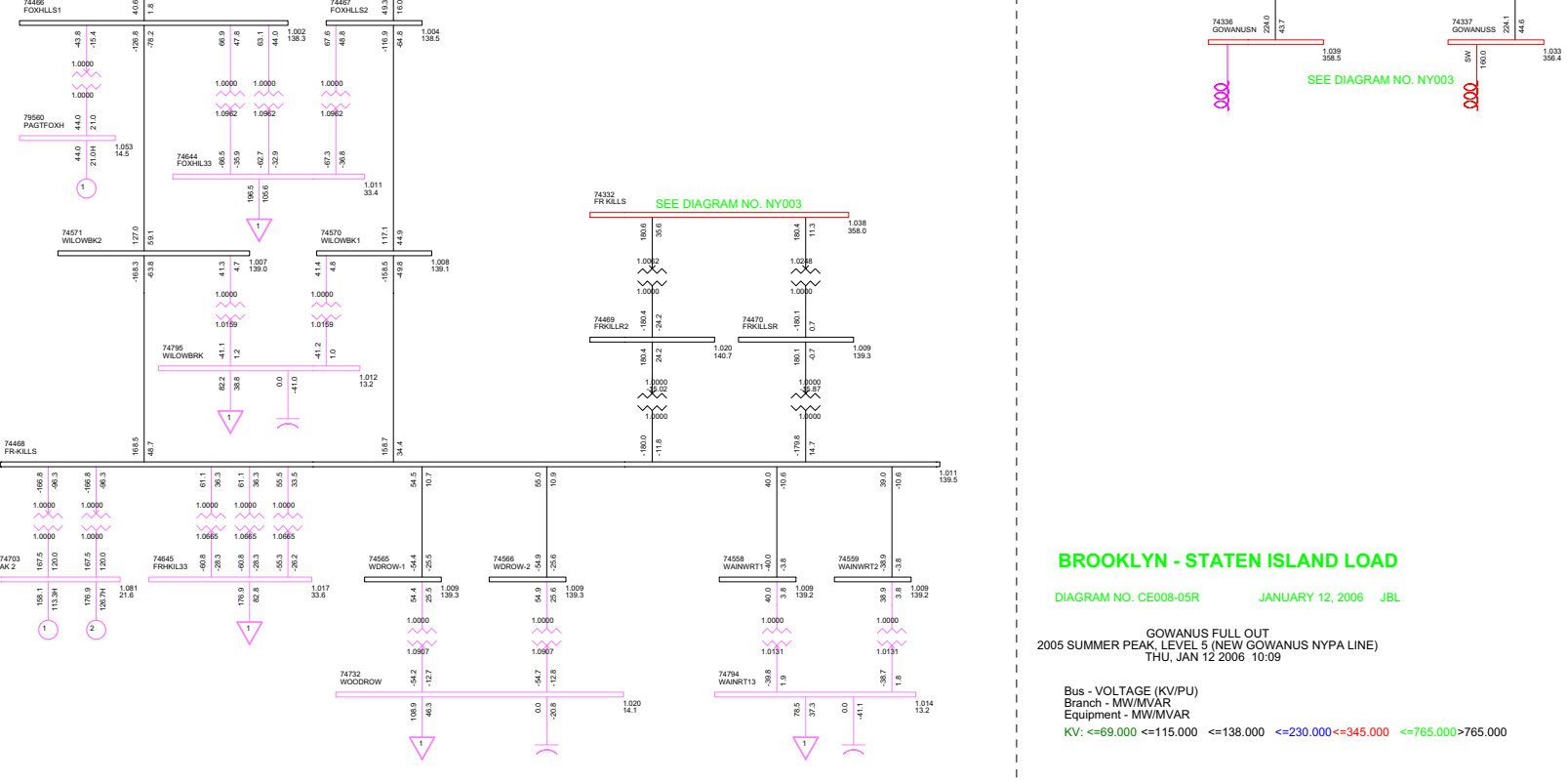
THU. MAR 09 2006 9:24  
 JAMES B.W. LEE  
 DIAGRAM NO. CE002

SEE DIAGRAM NO. CE004

QUEENS  
BROOKLYN



BROOKLYN  
STATEN ISLAND



BROOKLYN - STATEN ISLAND LOAD

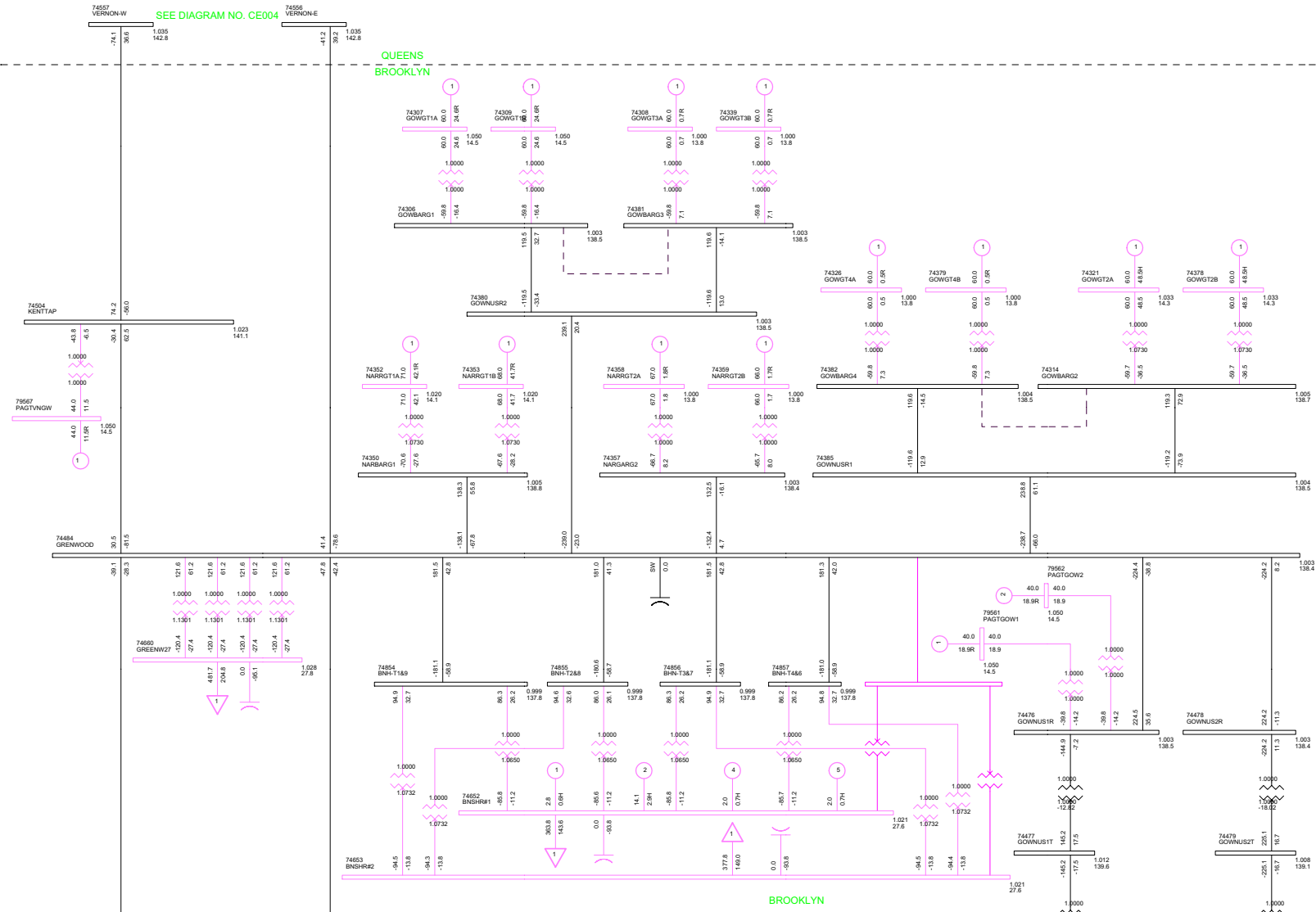
DIAGRAM NO. CE008-05R JANUARY 12, 2006 JBL

GOWANUS FULL OUT  
2005 SUMMER PEAK LEVEL 5 (NEW GOWANUS NYPA LINE)  
THU, JAN 12 2006 10:09

Bus - VOLTAGE (KV/PU)  
Branch - MW/MVAR  
Equipment - MW/MVAR  
KV: <=69.000 <=115.000 <=138.000 <=230.000 <=345.000 <=765.000 >765.000

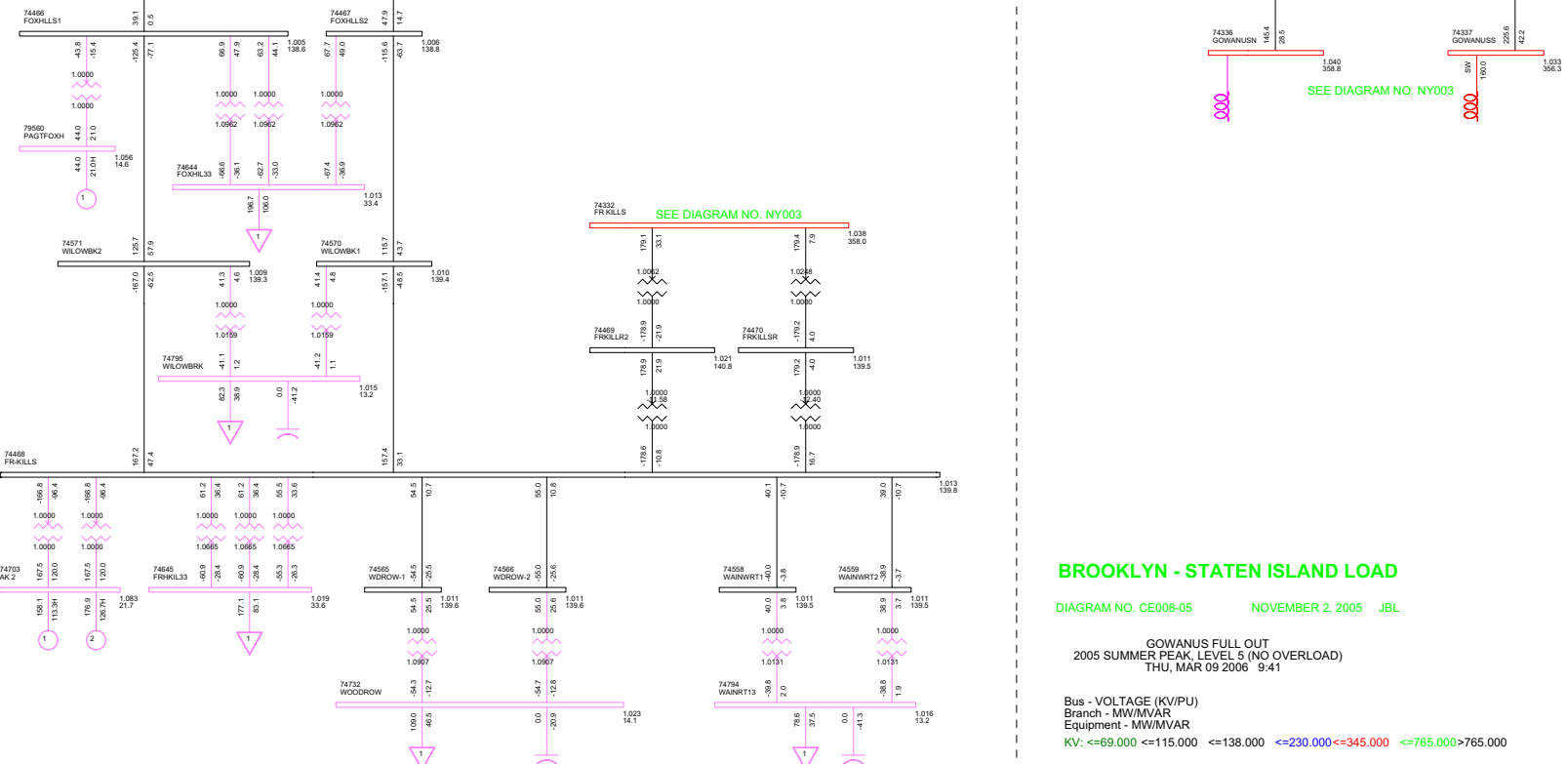
SEE DIAGRAM NO. CE004

QUEENS  
BROOKLYN



BROOKLYN

STATEN ISLAND



SEE DIAGRAM NO. NY003

BROOKLYN - STATEN ISLAND LOAD

DIAGRAM NO. CE008-05 NOVEMBER 2, 2005 JBL

GOWANUS FULL OUT  
2005 SUMMER PEAK, LEVEL 5 (NO OVERLOAD)  
THU, MAR 09 2006 9:41

Bus - VOLTAGE (KV/PU)  
Branch - MW/MVAR  
Equipment - MW/MVAR  
KV: <math>= 69.000</math> <math>= 115.000</math> <math>= 138.000</math> <math>= 230.000</math> <math>= 345.000</math> <math>= 765.000</math> <math>> 765.000</math>

**Short-Circuit Impact of Seymore GT Relocation**

<b>Facility</b>	<b>kV</b>	<b>Fault Type</b>	<b>Maximum Symmetrical RMS Fault Current without Relocation (kA)</b>	<b>Maximum Symmetrical RMS Fault Current with Relocation (kA)</b>	<b>Lowest Breaker Symmetrical RMS Interrupting Rating (kA)</b>	<b>Increase in Symmetrical RMS Fault Current due to Relocation (kA)</b>	<b>Increase in Symmetrical RMS Fault Current due to Relocation (%)</b>	<b>Breaker Fault Duty without Relocation (%)</b>	<b>Breaker Fault Duty with Relocation (%)</b>
Fresh Kills *	138	1LG	34.65	34.65	40	0.00	0.00	86.63	86.63
		2LG	36.11	36.12		0.01	0.02	90.28	90.30
		3LG	35.53	35.54		0.01	0.02	88.83	88.85
Gowanus N. *	345	1LG	17.67	17.67	40	0.00	0.00	44.18	44.18
		2LG	19.26	19.26		0.00	0.00	48.15	48.15
		3LG	18.93	18.92		-0.01	-0.02	47.33	47.30
Gowanus S. *	345	1LG	17.69	17.69	40	0.00	0.00	44.23	44.23
		2LG	19.35	19.35		0.00	0.00	48.38	48.38
		3LG	18.91	18.91		0.00	0.00	47.28	47.28
<b>Grenwood *</b>	138	1LG	50.51	50.57	45	0.06	0.13	<b>112.24</b>	<b>112.38</b>
		2LG	50.60	50.62		0.02	0.04	<b>112.44</b>	<b>112.49</b>
		3LG	47.26	47.29		0.03	0.07	<b>105.02</b>	<b>105.09</b>
Vernon East *	138	1LG	36.96	36.96	40	0.00	0.00	92.40	92.40
		2LG	36.26	36.26		0.00	0.00	90.65	90.65
		3LG	34.77	34.77		0.00	0.00	86.93	86.93
Vernon West *	138	1LG	32.32	32.32	40	0.00	0.00	80.80	80.80
		2LG	32.21	32.21		0.00	0.00	80.53	80.53
		3LG	31.16	31.14		-0.02	-0.05	77.90	77.85

\* The Lowest Interrupting Ratings for Breakers at these stations need to be verified with their respective owners. These values have been extracted from the study report performed by the NYISO titled "NYISO Fault Duty Assessment Summer 2004."

# EXHIBIT C





departments. The main function in my earlier years included performing power system analysis studies for the New York Control Area. In the last five years prior to the NYPP becoming the NYISO, I became the lead technical engineer in the software development of the Security Constrained Unit Commitment (SCUC) program and provided engineering support for the NYPP transmission outage scheduling function. For the last eight years I have been employed by the NYISO, starting as a Senior Engineer (1999-2000), becoming Supervisor of Commitment Analysis (2000-2007) and finally being promoted to my current position of Manager of Energy Market Operations (May 2007). My primary functions with the NYISO has been the responsibility of its Day Ahead Market, the enhancements of SCUC software and the continued engineering support to NYISO transmission outage scheduling function.

3. The purpose of this affidavit is to explain the process NYISO's Outage Scheduling Manual dictates for providing information NYISO had about the Line 42231 outages identified in the complaint ("Complaint") filed by 330 Fund I, L.P. ("330 Fund") and to explain how the Line 42231 outages discussed in the Complaint were scheduled in compliance with that process.
4. NYISO's Outage Scheduling Manual provides the rules NYISO and Transmission Owners must follow in scheduling transmission outages and notifying NYISO customers about such outages. Attachment 1 to this affidavit includes the relevant provisions from the Outage Scheduling Manual.
5. In particular, Section 1.2.3 of the manual provides the "Facility Outage Scheduling Procedures." For "NYISO Actions," step one of these procedures requires NYISO to "[r]eceive and acknowledge TOs [i.e., Transmission Owners] facilities outage requests."

Then, “NYISO shall approve outages in the order received.” Similarly, step one of the “Transmission Owner Actions” requires the Transmission Owner to submit its outage requests to NYISO.

6. Step four of the NYISO Actions provides that NYISO will prepare and issue reports on its OASIS reflecting the approved outage schedule requests. Therefore, not until NYISO approves an outage schedule request submitted by the appropriate Transmission Owner will NYISO include the outages in its outage reports on its OASIS. NYISO posts the daily outage schedule on OASIS at <http://mis.nyiso.com/public/pdf/os/outages.pdf>.
7. For each transmission facility, the Outage Scheduling Manual fixes a specific minimum number of days in which the Transmission Owner must submit an outage request to NYISO before the outage may begin. For the transmission facility at issue here, Line 42231, the Outage Scheduling Manual requires the Transmission Owner, Consolidated Edison, to submit its outage request to NYISO at least two days before a proposed outage. *See* Outage Scheduling Manual p. A-11 (included in my Attachment 1).
8. The Complaint focuses on three different time periods in which Line 42231 was out-of-service: (i) February 5 through February 8, 2007; (ii) March 15, 2007; and (iii) April 11 through May 7, 2007. *See* Complaint at 11-12. Consolidated Edison submitted its requests for all three outages in compliance with the Outage Scheduling Manual’s two days’ notice requirement for Line 42231. First, on February 1, 2007, NYISO received Consolidated Edison’s request to take Line 42231 out-of-service from February 5 through February 7. (On February 6, Consolidated Edison informed NYISO that the outage would be extended to include February 8.) Second, on March 12, 2007, NYISO received Consolidated Edison’s request to take Line 42231 out-of-service on March 15. Third, on

April 2, 2007, NYISO received Consolidated Edison's request to take Line 42231 out-of-service from April 9 to April 30. On April 6, NYISO received a revised Consolidated Edison request to push back the start date of that outage to April 11.

9. NYISO approved each request in accordance with the Outage Scheduling Manual procedures and included each scheduled outage in outage reports posted on its OASIS beginning the following dates: February 2, 2007 (with the February 6 outage report first indicating that the outage would also include February 8); March 13, 2007; and April 2, 2007. On April 6, NYISO updated its outage schedule report to reflect Consolidated Edison's request to push the start date from April 9 to April 11. Attachment 2 includes the February 2, February 6, April 2, and April 6 outage schedule reports reflecting the relevant Line 42231 outage.
10. Because NYISO's Information Technology department was unable to recover the March 13 outage schedule report that reflected when NYISO first listed the March 15 outage of Line 42231, I have also included in Attachment 2 the fax NYISO sent Consolidated Edison on March 13, 2007 approving the March 15 outage request. Based on the automated process NYISO uses to include an outage on the report when it creates and sends its approval, and based on the time of day NYISO faxed its approval on March 13, I have no reason to believe the outage scheduled for March 15 was not included on the March 13 report posted on OASIS.
11. I note that the outage schedule for February 2 inadvertently indicated that Line 42231 outage beginning February 5 would last for the rest of February and into March, thus indicating a significantly longer outage than was scheduled. NYISO corrected this information in the next outage schedule.

12. The Complaint alleges that NYISO should have informed TCC auction bidders about the Line 42231 outages before three specific TCC auctions (the Fall 2006 Configuration Auction, the Spring 2007 Configuration Auction, and the April 2007 Reconfiguration Auction) in which the TCC rights awarded would cover the time periods that included such outages. NYISO could not do so because, in accordance the Outage Scheduling Manual guidelines, Consolidated Edison did not submit its outage requests until after each such auction took place.
13. 330 Fund alleges that “On April 4, 2007, after the Fall 2006 and virtually all of the Spring 2007 TCC auctions closed, Line 42231 *was included for the first time on the NYISO’s daily outage schedule.*” See Complaint at 12 (emphasis added). This statement is factually incorrect. As I mentioned above, NYISO began including the Line 42231 February outage on the NYISO daily outage schedule, as posted on the NYISO OASIS, on February 2. NYISO also began including the Line 42231 March outage on the NYISO daily outage schedule on March 13 and the April outage on April 2.
14. This concludes my Affidavit.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 19, 2007

/s/ Allen Hargrave  
Allen Hargrave

ATTACHMENT 1

Excerpts from the NYISO Outage Scheduling Manual

# OUTAGE SCHEDULING MANUAL

### 1.2.2. NYISO Analysis Procedure

The following procedure defines the applicable rules for testing outage requests against the NYISO monitored facility reliability.

**NYISO Actions:**

1. Perform the Day-Ahead evaluation which includes all approved scheduled outages.
2. Determine the single facility outage that causes the maximum impact for each interface ([see section 1.3](#)).
3. Apply the System Reliability and Transfer Criteria of [section 1.3](#) of this manual.

### 1.2.3. Facility Outage Scheduling Procedures

All outage requests for Facilities Under NYISO Control or Facilities Requiring NYISO Notification that are not considered emergencies by NYISO are processed with the following procedure:

**NYISO Actions:**

1. Receive and acknowledge TOs facilities outage requests.  
The NYISO shall approve outages in the order received.
2. The NYISO will use its Security Constrained Unit Commitment (SCUC) program to determine if reliability violations will occur (i.e., no viable unit commitment with the requested transmission outage schedule). The NYISO will perform this evaluation up to several days in advance (i.e., a reliability forecast look-ahead) to help ascertain if reliability criteria violations will occur so that TOs can be advised as soon as possible to help manage their outages. For more information on the SCUC program, see the [NYISO Day-Ahead Scheduling Manual](#).
3. The NYISO will have authority to defer, postpone, or cancel scheduled transmission outages on A1 facilities. This includes:
  - a) Deferral to alternate dates of requested outages not yet approved by the NYISO
  - b) Postponement and re-scheduling of previously NYISO approved outages for which the associated TO has not yet committed resources
  - c) Cancellation and re-scheduling of previously NYISO approved outages for which the associated TO has committed resources.

Based upon the terms as used in the context above, the NYISO will defer, postpone, or cancel requested transmission outages of facilities under NYISO operational control if a contingency on a NYISO monitored facility will result in a reliability criteria violation. Also, the NYISO will defer the requested outage if

notification is not received with the minimum notification time requirements. Otherwise, the NYISO will approve the requested outage, or reschedule the outage as agreed to by the requesting TO.

4. Prepare and issue the following reports every afternoon:
  - NYISO Daily Outage Schedule of NYISO Monitored Facilities
  - NYISO Transfer Limitations
  - Daily Outages Notification for each TO
  - Daily Scheduled Outages Report for the NYISO Primary Control Center
5. Confirm receipt of the daily Outages Notification report with each TO.

***Transmission Owner Actions:***

***Transmission Outage Scheduling***

1. Submit via telephone, facsimile or other means available the outage requests, based on best available information, within the minimum notification time and requirements:
  - a) Facilities Expected to Impact System Transfer Capability of the NYISO Secured System: No later than 30 days prior to first of the operative TCC month with the exception of:
    - (i) outage requests that the NYISO and TO agree cannot prudently be delayed, based on reliability concerns, to the next or later operative TCC month(s), or
    - (ii) outage requests for weekend or weekday off-peak periods, or
    - (iii) outage requests for a period within an operative TCC month throughout which significant congestion is not expected to occur in the judgment of the NYISO.

Facility outage requests that are expected to impact system transfer capability of the NYISO Secured System may be submitted at any time beyond the 30 day period in advance of the operative TCC month and, if necessary, may be revised by the TO at any time prior to the 30 day period in advance of the operative TCC month.

Facilities expected to impact system transfer capability of the NYISO Secured System are defined as those transmission facilities, under an outage condition, that effectively reduce the transfer capability of an NYISO transfer interface by a minimum of 150MW.

- b) Other Facilities Under NYISO Control: At least five calendar days before the proposed scheduled time and date.
- c) Other Facilities Requiring NYISO Notification: At least two calendar days before the proposed scheduled time and date.



Specific facility notification times are identified in Attachment A. Note that the operative TCC month is defined as the calendar month during which the facility outage is requested and that the 30-day notification requirement is in advance of the first of the operative TCC month. For example, all facility outage requests during the month of June that are expected to impact system transfer capability of the NYISO Secured System must be submitted by May 1<sup>st</sup>.

### ***Transmission Outage Rescheduling***

1. Facilities Expected to Impact System Transfer Capability of the NYISO Secured System:
  - a) Wherever possible, in the event of an NYISO or TO cancellation of an approved outage request within 30 days prior to the operative TCC month, a transmission outage shall be rescheduled within the same operative TCC month if with the following conditions being met:
    - (i) The outage will be expected to have similar impact to Day-Ahead or Real-Time Market system transfer capabilities of the NYISO Secured System as in the originally scheduled period and,
    - (ii) The outage will be submitted with the minimum notification time of two calendar days.
  - b) In the event that cancelled facility work cannot be rescheduled to meet the above conditions but cannot be prudently delayed based on reliability concerns, then the cancelled facility work may be rescheduled within the same or another operative TCC month; provided the work is rescheduled in a manner that is close as practical to the above conditions
2. Other Facilities Requiring NYISO Control and Notification:
  - a) Consider rescheduling outage requests deemed by NYISO to have a substantial impact on transfer capability.
  - b) Rescheduled unapproved outage requests.

### ***Transmission Outage Cancellation***

Provide reasons for the cancellation of an outage request to be reviewed by NYISO Operations and NYISO Market Monitoring Unit.

- Purpose of the Outage —this report is updated every quarter as described in sections [1.4.5](#) and [2.2.2](#), and is sent to all TOs via available means. See [Attachment B](#) for a sample of this report.

#### **1.4.2. Daily Outage Schedules of NYISO Monitored Facilities**

The NYISO produces this report and posts it daily on [OASIS](#). It contains a day to day summary of all approved outage schedules for at least the next thirty days. This report lists the following information:

- Facility Identification
- Circuit Description
- Outage type for each day scheduled. See [Attachment B](#) for a sample of this report.

#### **1.4.3. Transfers Limitations Report**

As part of the Outage Scheduling activities, the NYISO posts every afternoon, in [OASIS](#), the Transfers Limitations Report. This report covers the scheduled NYISO monitored outages for the next thirty days and their anticipated impact on the system. This report summarizes:

- Scheduled Maintenance outages.
- Affected NYISO monitored interfaces and [OASIS](#) transmission paths.
- Outage Impact of affected [OASIS](#) transmission paths.
- All lines in service capability of the [OASIS](#) transmission paths. A sample of this report is contained in [Attachment B](#) of this manual.

#### **1.4.4. Daily Outages Notifications to TOs**

NYISO issues daily Outages Notifications to TOs every afternoon and sends them via facsimile or other available means. This notification covers all requested outages affecting each individual TO. The notification highlights the following information:

- NYISO Approved outages and other outages scheduled by all TOs or other control areas
- Canceled outages for that TO
- Updated outages for that TO A final confirmation of receipt of this notification is done via telephone with each TO. A sample of this notification form is contained in [Attachment B](#) of this manual.

#### **1.4.5. Daily Outage Schedules for the NYISO Control Center**

This is the NYISO Daily Schedule Outage Summary internal report distributed daily to its Power Control Center with the scheduled outages for the next operating day. This report list the following information:

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# Attachment A — NYISO Facilities Requiring Coordination and Notification

Attachment A contains the following information:

- Notification Requirements Table for NYISO Monitored Facilities

## Notes on Attachment A:

- It is recognized that due to changes in system configuration, a facility that has not been included on this list may require coordination by the NYISO.
- Similarly, if the outage of a facility that has not been included has an effect upon the operation of a facility which requires coordination, that outage will be coordinated and approved by the NYISO.
- The facilities are classified into the following categories:
  - Party responsible as switching authority.
  - TO to TO ties within the NYCA.
  - NYCA internal buses and facilities that effect TO to TO ties.
  - NYCA to other control area ties.
  - NYCA internal buses and facilities which affect control area to control area ties
  - NYCA internal buses and facilities which require NYISO notification to update the NYISO security program models
- The following legend applies to the column titles of Attachment B:
  - ntime: Notification Time-Minimum number of working days in advance that requests for maintenance outages must be received.
  - rac: Requires Annual Coordination-Indicates facilities that require annual coordination through the NYISO.
  - S: Switching Authority-The TO who authorizes switching of major facilities within or affecting his own system under both normal and emergency conditions.
  - O: Owner-Designates ownership of the facility.
  - I: Notification Requested-Transmission Owners or External Control Areas to be notified regarding a scheduled or real-time change of status of the facility.

In addition to generators and high voltage transmission lines, facilities listed are based upon the following rationale:

1. Buses, which, due to a forced or planned outage, will directly result in an interruption of a NYCA transmission line. Breaker and a half configurations, and/or ring-buses are not listed as separate NYCA elements.
2. Transformers with both primary and secondary voltages of 230 kV and above.
3. Any power transformer connected directly to a NYCA facility, which does not have its own primary breaker.
4. All shunt reactive equipment 100 MVARs and greater connected to systems 230 kV and above.
5. Transformers with a voltage rating of 230 kV or above, if an outage removes one or more NYCA elements from service.
6. Special Protection Systems, which, if removed from service, may have a reliability impact on the NYCA (see the [\*NYISO System Analysis Data Manual\*](#) for more details on Special Protection Systems).

Changes to the list of facilities are made as prescribed in the [\*NYISO Transmission Services Manual\*](#).

**TRANSMISSION FACILITIES UNDER  
ISO CONTROL  
AND REQUIRING  
ISO NOTIFICATION**

ISO  
SECURED  
ISO  
CONTROL  
NOTICE  
TIME

**APPENDIX A  
9/10/2004  
Page 9**

								P	N	R	N	C	O	C	L	O	P	N	Q
								A	M	G	Y	H	R	E	I	H	J	E	H
362	E.GARDEN CTY	138	ROSLYN	138	Y	N	2	-	-	-	-	-	-	-	O	-	-	-	-
32078	FARRAGUT HUD	138	HUDSON AVE D	138	Y	N	2	-	-	-	-	-	-	O	-	-	-	-	-
29211-1	FOXHILLS 1	138	WILLOWBROOK	138	Y	N	2	-	-	-	-	-	-	O	-	-	-	-	-
29212-1	FOXHILLS 2	138	WILLOWBROOK	138	Y	N	2	-	-	-	-	-	-	O	-	-	-	-	-
461	FREERT	138	NEWBRIDGE RD	138	Y	N	2	-	-	-	-	-	-	-	O	-	-	-	-
PSR 1	FRESHKILLS AK	138	FRESHKILLS R	138	Y	N	2	-	-	-	-	-	-	O	-	-	-	-	-
PSR 2	FRESHKILLS AK	138	FRESHKILLS R	138	Y	N	2	-	-	-	-	-	-	O	-	-	-	-	-
366-1	GLENWOOD GT	138	GLENWOOD N	138	Y	N	2	-	-	-	-	-	-	-	O	-	-	-	-
364	GLENWOOD GT	138	ROSLYN	138	Y	N	2	-	-	-	-	-	-	I	O	-	-	-	-
363	GLENWOOD S	138	CARLE PLACE	138	Y	N	2	-	-	-	-	-	-	-	O	-	-	-	-
42231	GOWANUS A	138	GREENWOOD	138	Y	N	2	-	-	-	-	-	-	O	-	-	-	-	-
42232	GOWANUS C	138	GREENWOOD	138	Y	N	2	-	-	-	-	-	-	O	-	-	-	-	-
674	GREENLAWN	138	ELWOOD E	138	Y	N	2	-	-	-	-	-	-	-	O	-	-	-	-
29231	GREENWOOD	138	FOXHILLS 1	138	Y	N	2	-	-	-	-	-	-	O	-	-	-	-	-
29232	GREENWOOD	138	FOXHILLS 2	138	Y	N	2	-	-	-	-	-	-	O	-	-	-	-	-
889	HAUPPAUGE	138	CENT. ISLIP	138	Y	N	2	-	-	-	-	-	-	-	O	-	-	-	-
34052	HELLGATE 1	138	ASTORIA E	138	Y	N	2	-	-	-	-	-	-	O	-	-	-	-	-
24054	HELLGATE 2	138	ASTORIA W	138	Y	N	2	-	-	-	-	-	-	O	-	-	-	-	-
24053	HELLGATE 3	138	ASTORIA W	138	Y	N	2	-	-	-	-	-	-	O	-	-	-	-	-
34051	HELLGATE 4	138	ASTORIA E	138	Y	N	2	-	-	-	-	-	-	O	-	-	-	-	-
24051	HELLGATE 5	138	ASTORIA W	138	Y	N	2	-	-	-	-	-	-	O	-	-	-	-	-
24052	HELLGATE 6	138	ASTORIA W	138	Y	N	2	-	-	-	-	-	-	O	-	-	-	-	-
887	HOLBROOK	138	BROOKHAVEN	138	Y	N	2	-	-	-	-	-	-	-	O	-	-	-	-
888	HOLBROOK	138	HOLTSVILLE	138	Y	N	2	-	-	-	-	-	-	-	O	-	-	-	-
874	HOLTSVILLE	138	BROOKHAVEN	138	Y	N	2	-	-	-	-	-	-	-	O	-	-	-	-
818	HOLTSVILLE	138	UNION AVE	138	Y	N	2	-	-	-	-	-	-	-	O	-	-	-	-
32711	HUDSON AVE A	138	HUDSON AVE D	138	Y	N	2	-	-	-	-	-	-	O	-	-	-	-	-
32077	HUDSON AVE B	138	HUDSON AVE D	138	Y	N	2	-	-	-	-	-	-	O	-	-	-	-	-
701	HUDSON AVE D	138	JAMAICA	138	Y	N	2	-	-	-	-	-	-	O	I	-	-	-	-
702	HUDSON AVE D	138	JAMAICA	138	Y	N	2	-	-	-	-	-	-	O	I	-	-	-	-
903	JAMAICA	138	LK SUCCESS W	138	Y	N	30	-	-	-	-	-	-	O	O	-	-	-	-
901 L&M	JAMAICA	138	VALLEY STR 1	138	Y	N	30	-	-	-	-	-	-	O	O	-	-	-	-
PAR	LK SUCCESS E	138	LK SUCCESS W	138	Y	N	2	-	-	-	-	-	-	I	O	-	-	-	-
563	NEWBRIDGE RD	138	PILGRIM 1	138	Y	N	2	-	-	-	-	-	-	-	O	-	-	-	-
561	NEWBRIDGE RD	138	RULAND	138	Y	N	2	-	-	-	-	-	-	-	O	-	-	-	-
562	NEWBRIDGE RD	138	RULAND	138	Y	N	2	-	-	-	-	-	-	-	O	-	-	-	-
672	NORTHPORT E	138	PILGRIM 1	138	Y	N	2	-	-	-	-	-	-	-	O	-	-	-	-
677	NORTHPORT E	138	PILGRIM 1	138	Y	N	2	-	-	-	-	-	-	-	O	-	-	-	-
679	NORTHPORT E	138	PILGRIM 2	138	Y	N	2	-	-	-	-	-	-	-	O	-	-	-	-
PAR 1	NORTHPORT NE	138	NORTHPORT E	138	Y	N	2	-	-	-	-	-	-	I	O	-	-	I	-
681	NORTHPORT W	138	ELWOOD E	138	Y	N	2	-	-	-	-	-	-	-	O	-	-	-	-
678	NORTHPORT W	138	ELWOOD W	138	Y	N	2	-	-	-	-	-	-	-	O	-	-	-	-
PS2	NORTHPORT W	138	NORTHPORT E	138	Y	N	2	-	-	-	-	-	-	-	O	-	-	-	-
1385	NORWALK HARB	138	NORTHPORT NE	138	Y	N	30	-	-	-	-	-	-	I	S	-	-	O	-
673	OAKWOOD	138	ELWOOD W	138	Y	N	2	-	-	-	-	-	-	-	O	-	-	-	-

## ATTACHMENT 2

Excerpts from the NYISO Outage Schedule Reports for February 2, February 6, April 2, and April 6, 2007, plus the March 13, 2007 fax to Consolidated Edison approving the March 15 outage request



# Fax Notification for Consolidated Edison Att: Sequence and Scheduling

Tuesday, March 13, 2007

ID Circuit Date and Time out Date and Time in *15:00 Page* Type\* Reason Recall

## Scheduled by other companies or pools

### Facilities: CANCELLED

BK 1	E.G.C. BNK1	345	E.GARDEN CTY	138	03/13/07	10:00	03/13/07	14:00	Continuous	NYPA ADDING GAS TO BKR	--	LI
PAR1	E.GARDEN CTY	345	E.G.C. BNK1	345	03/13/07	10:00	03/13/07	14:00	Continuous	NYPA ADDING GAS TO BKR	--	LI

### Facilities: EXTENDED

32077	HUDSON AVE B	138	HUDSON AVE D	138	02/05/07	0:01	03/15/07	23:59	Continuous	W/ RPLC BKR 8W	NO	CE
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## Scheduled by Consolidated Edison

### Facilities:

<del>Y94</del>	<del>RAMAPO</del>	<del>345</del>	<del>BUCHANAN N.</del>	<del>345</del>	<del>03/18/07</del>	<del>18:30</del>	<del>03/18/07</del>	<del>19:00</del>	<del>Daily</del>	<del>SWITCHING FOR BK TA5</del>	<del></del>	<del>CE</del>
34184	ASTORIA E	138	CORONA	138	03/14/07	0:01	03/15/07	23:00	Continuous	TRIP TESTS	3hr	CE
42231	GOWANUS A	138	GREENWOOD	138	03/15/07	0:01	03/15/07	23:59	Continuous	CLRNC FOR NEW BKR 4S	3hr	CE
PAR R2	GOWANUS A	138	GOWANUS B	138	03/15/07	0:01	03/15/07	1:00	Continuous	SWITCHING FOR 42231		CE
BK T2	GOWANUS N.	345	GOWANUS B	138	03/15/07	0:01	03/15/07	1:00	Continuous	SWITCHING FOR 42231		CE
BK T2	GOWANUS N.	345	GOWANUS B	138	03/15/07	23:00	03/15/07	23:59	Continuous	SWITCHING FOR 42231		CE
PAR R2	GOWANUS A	138	GOWANUS B	138	03/15/07	23:00	03/15/07	23:59	Continuous	SWITCHING FOR 42231		CE
24051	HELLGATE 5	138	ASTORIA W	138	03/15/07	19:00	03/15/07	20:00	Continuous	SWITCH FOR 38X11		CE
BRNK_T1	HELLGATE 5	138	BRUCKNER	13	03/15/07	19:00	03/16/07	23:59	Daily	CHANGE POSITION	24hr	CE
24051	HELLGATE 5	138	ASTORIA W	138	03/16/07	23:00	03/16/07	23:59	Continuous	SWITCH FOR 38X11		CE
W97	BUCHANAN S.	345	MILLWOOD	345	03/19/07	0:01	03/20/07	18:00	Continuous	INSTALL BIRD DISCOURAGER	3hr	CE

### Facilities: CANCELLED

Y94	RAMAPO	345	BUCHANAN N.	345	03/18/07	18:30	03/18/07	19:00	Daily	SWITCHING FOR BK TA5		CE
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\*Type Definitions:

HLW = Hot Line Work ISRW = In Service Relay Work

Page 1

Fax prepared at the NYISO at

13:49









# **EXHIBIT D**

Interface Name	PTID	Base or Incremental	Reverse Limit	Forward Limit	Outage 1 PTID	Outage 1 Name	Outage 2 PTID	Outage 2 Name	Outage 3 PTID	Outage 3 Name
Ast_E/Corona/Jamiaca_ALI	23321	B	9999	-9999	0		0		0	
Ast_W/Queenbrdg/Vern_ALI	23323	B	9999	-9999	0		0		0	
Ast_W/Queenbrdg_ALI	23322	B	9999	-9999	0		0		0	
Cent-East_4-36_O/S [3621]	23313	B	2900	-1000	25049	LAFAYTTE-OAKDALE_345_4-36	0		0	
Cent-East_14_O/S [3621]	23313	B	2050	-1000	25170	EDIC_PTR-N.SCTLND_345_14-EN	0		0	
Cent-East_18_O/S [3621]	23313	B	2050	-1000	25276	MARCY_-N.SCTLND_345_18	0		0	
Cent-East_32_O/S [3621]	23313	B	3050	-1000	25235	OAKDALE_-FRASER_345_32	0		0	
Cent-East_ALI [3621]	23313	B	3050	-1000	0		0		0	
Cent-East_MSU-1_O/S [3621]	23313	B	2650	-1000	25224	MASSENA_-MARCY_765_MSU1	0		0	
Cent-East_VC_14_O/S [3621]	23330	B	2025	-1000	25170	EDIC_PTR-N.SCTLND_345_14-EN	0		0	
Cent-East_VC_18_O/S [3621]	23330	B	2100	-1000	25276	MARCY_-N.SCTLND_345_18	0		0	
Cent-East_VC_30_O/S [3621]	23330	B	2850	-1000	25173	EDIC_PTR-ROTTTRDAM_230_30-PR	0		0	
Cent-East_VC_31_O/S [3621]	23330	B	2850	-1000	25194	EDIC_PTR-ROTTTRDAM_230_31-PR	0		0	
Cent-East_VC_ALI [3621]	23330	B	2850	-1000	0		0		0	
Cent-East_VC_FE-1_O/S [3621]	23330	B	3000	-1000	25077	FITZPTRK-EDIC_PTR_345_FE1	0		0	
Cent-East_VC_MSU-1_O/S [3621]	23330	B	2525	-1000	25224	MASSENA_-MARCY_765_MSU1	0		0	
Cent-East_VC_VU-19_O/S [3621]	23330	B	2900	-1000	25345	VOLNEY_-MARCY_345_19	0		0	
Dysinger-East_67_O/S	23326	B	2650	-1000	25064	STOLLERD-MEYER_230_67	0		0	
Dysinger-East_68_O/S	23326	B	2650	-1000	25176	MEYER_-HILLSIDE_230_68	0		0	
Dysinger-East_ALI	23326	B	2850	-1000	0		0		0	
Dysinger-East_NR-2_O/S	23326	B	2350	-1000	25084	NIAGARA_-ROCHESTR_345_NR2	0		0	
Dysinger-East_SR-1_O/S	23326	B	2350	-1000	25073	KINTIGH_-ROCHESTR_345_SR-1	0		0	
EAST RIV_ALI	23334	B	9999	-9999	0		0		0	
GRN/STAT_ALI	23332	B	9999	-9999	0		0		0	
IN-CITY 345/138kV_ALI	23331	B	9999	-9999	0		0		0	
Mos-Sou_Alcoa_BT_O/S	23319	B	2600	-1600	25842	ALCOA_N_-ALCOA_S_115_T13	0		0	
Mos-Sou_ALI	23319	B	2900	-1600	0		0		0	
Mos-Sou_AP-1_O/S	23319	B	2450	-1600	25051	CHASLAKE-EDIC_PTR_230_11	0		0	
Mos-Sou_AP-2_O/S	23319	B	2450	-1600	25082	ADIRNDCK-EDIC_PTR_230_12-AP	0		0	
Mos-Sou_ChatBk11_O/S	23319	B	2500	-1600	25482	CHATGUAY_765_120_BK 11	0		0	
Mos-Sou_ChatBk12_O/S	23319	B	2500	-1600	25483	CHATGUAY_765_120_BK 12	0		0	
Mos-Sou_ChatBk13_O/S	23319	B	2500	-1600	25484	CHATGUAY_765_120_BK 13	0		0	
Mos-Sou_ChatBk14_O/S	23319	B	2500	-1600	25485	CHATGUAY_765_120_BK 14	0		0	
Mos-Sou_MA-1_O/S	23319	B	2450	-1600	25269	MOSES_-ADIRNDCK_230_MA1	0		0	
Mos-Sou_MA-2_O/S	23319	B	2450	-1600	25270	MOSES_-ADIRNDCK_230_MA2	0		0	
Mos-Sou_MSU-1_O/S	23319	B	675	-1100	25224	MASSENA_-MARCY_765_MSU1	0		0	
Mos-Sou_MSU-1+AP-1_O/S	23319	B	500	-1100	25051	CHASLAKE-EDIC_PTR_230_11	25224	MASSENA_-MARCY_765_MSU1	0	
Mos-Sou_MSU-1+AP-2_O/S	23319	B	500	-1100	25082	ADIRNDCK-EDIC_PTR_230_12-AP	25224	MASSENA_-MARCY_765_MSU1	0	
Mos-Sou_MSU-1+MA-1_O/S	23319	B	500	-1100	25224	MASSENA_-MARCY_765_MSU1	25269	MOSES_-ADIRNDCK_230_MA1	0	
Mos-Sou_MSU-1+MA-2_O/S	23319	B	500	-1100	25224	MASSENA_-MARCY_765_MSU1	25270	MOSES_-ADIRNDCK_230_MA2	0	
Mos-Sou_Pole1_O/S	23319	B	2150	-1600	23748	CHAT_DC_GC1	0		0	
Mos-Sou_Pole1+ChatBk11_O/S	23319	B	2150	-1600	23748	CHAT_DC_GC1	25482	CHATGUAY_765_120_BK 11	0	
Mos-Sou_Pole1+ChatBk11+Bk12_O/S	23319	B	2350	-1600	23748	CHAT_DC_GC1	25482	CHATGUAY_765_120_BK 11	25483	CHATGUAY_765_120_BK 12
Mos-Sou_Pole1+ChatBk11+Bk13_O/S	23319	B	2350	-1600	23748	CHAT_DC_GC1	25482	CHATGUAY_765_120_BK 11	25484	CHATGUAY_765_120_BK 13
Mos-Sou_Pole1+ChatBk11+Bk14_O/S	23319	B	2350	-1600	23748	CHAT_DC_GC1	25482	CHATGUAY_765_120_BK 11	25485	CHATGUAY_765_120_BK 14
Mos-Sou_Pole1+ChatBk12_O/S	23319	B	2150	-1600	23748	CHAT_DC_GC1	25483	CHATGUAY_765_120_BK 12	0	
Mos-Sou_Pole1+ChatBk12+Bk13_O/S	23319	B	2350	-1600	23748	CHAT_DC_GC1	25483	CHATGUAY_765_120_BK 12	25484	CHATGUAY_765_120_BK 13
Mos-Sou_Pole1+ChatBk12+Bk14_O/S	23319	B	2350	-1600	23748	CHAT_DC_GC1	25483	CHATGUAY_765_120_BK 12	25485	CHATGUAY_765_120_BK 14
Mos-Sou_Pole1+ChatBk13_O/S	23319	B	2150	-1600	23748	CHAT_DC_GC1	25484	CHATGUAY_765_120_BK 13	0	
Mos-Sou_Pole1+ChatBk13+Bk14_O/S	23319	B	2350	-1600	23748	CHAT_DC_GC1	25484	CHATGUAY_765_120_BK 13	25485	CHATGUAY_765_120_BK 14
Mos-Sou_Pole1+ChatBk14_O/S	23319	B	2150	-1600	23748	CHAT_DC_GC1	25485	CHATGUAY_765_120_BK 14	0	

Interface Name	PTID	Base or Incremental	Reverse Limit	Forward Limit	Outage 1 PTID	Outage 1 Name	Outage 2 PTID	Outage 2 Name	Outage 3 PTID	Outage 3 Name
Mos-Sou_Pole1+Pole2_O/S	23319	B	2000	-1600	23748	CHAT_DC_GC1	23749	CHAT_DC_GC2	0	
Mos-Sou_Pole2_O/S	23319	B	2150	-1600	23749	CHAT_DC_GC2	0		0	
Mos-Sou_Pole2+ChatBk11_O/S	23319	B	2150	-1600	23749	CHAT_DC_GC2	25482	CHATGUAY_765_120_BK 11	0	
Mos-Sou_Pole2+ChatBk11+Bk12_O/S	23319	B	2350	-1600	23749	CHAT_DC_GC2	25482	CHATGUAY_765_120_BK 11	25483	CHATGUAY_765_120_BK 12
Mos-Sou_Pole2+ChatBk11+Bk13_O/S	23319	B	2350	-1600	23749	CHAT_DC_GC2	25482	CHATGUAY_765_120_BK 11	25484	CHATGUAY_765_120_BK 13
Mos-Sou_Pole2+ChatBk11+Bk14_O/S	23319	B	2350	-1600	23749	CHAT_DC_GC2	25482	CHATGUAY_765_120_BK 11	25485	CHATGUAY_765_120_BK 14
Mos-Sou_Pole2+ChatBk12_O/S	23319	B	2150	-1600	23749	CHAT_DC_GC2	25483	CHATGUAY_765_120_BK 12	0	
Mos-Sou_Pole2+ChatBk12+Bk13_O/S	23319	B	2350	-1600	23749	CHAT_DC_GC2	25483	CHATGUAY_765_120_BK 12	25484	CHATGUAY_765_120_BK 13
Mos-Sou_Pole2+ChatBk12+Bk14_O/S	23319	B	2350	-1600	23749	CHAT_DC_GC2	25483	CHATGUAY_765_120_BK 12	25485	CHATGUAY_765_120_BK 14
Mos-Sou_Pole2+ChatBk13_O/S	23319	B	2150	-1600	23749	CHAT_DC_GC2	25484	CHATGUAY_765_120_BK 13	0	
Mos-Sou_Pole2+ChatBk13+Bk14_O/S	23319	B	2350	-1600	23749	CHAT_DC_GC2	25484	CHATGUAY_765_120_BK 13	25485	CHATGUAY_765_120_BK 14
Mos-Sou_Pole2+ChatBk14_O/S	23319	B	2150	-1600	23749	CHAT_DC_GC2	25485	CHATGUAY_765_120_BK 14	0	
Post_CE_VC_14_O/S_3621	23328	B	2655	-1000	25170	EDIC_PTR-N.SCTLND_345_14-EN	0		0	
Post_CE_VC_18_O/S_3621	23328	B	2505	-1000	25276	MARCY___-N.SCTLND_345_18	0		0	
Post_CE_VC_30_O/S_3621	23328	B	3210	-1000	25173	EDIC_PTR-ROTTDAM_230_30-PR	0		0	
Post_CE_VC_31_O/S_3621	23328	B	3210	-1000	25194	EDIC_PTR-ROTTDAM_230_31-PR	0		0	
Post_CE_VC_ALI_3621	23328	B	3370	-1000	0		0		0	
Post_CE_VC_FE-1_O/S_3621	23328	B	3275	-1000	25077	FITZPTRK-EDIC_PTR_345_FE1	0		0	
Post_CE_VC_MSU-1_O/S_3621	23328	B	2825	-1000	25224	MASSENA_-MARCY___765_MSU1	0		0	
Post_CE_VC_VU-19_O/S_3621	23328	B	3270	-1000	25345	VOLNEY_-MARCY___345_19	0		0	
SCH-HQ-NY_7040_O/S	23324	B	100	-100	25301	CHATGUAY-MASSENA_765_7040	0		0	
SCH-HQ-NY_ALI	23324	B	1600	-1100	0		0		0	
SCH-HQ-NY_ChatBk11_O/S	23324	B	1600	-1100	25482	CHATGUAY_765_120_BK 11	0		0	
SCH-HQ-NY_ChatBk12_O/S	23324	B	1600	-1100	25483	CHATGUAY_765_120_BK 12	0		0	
SCH-HQ-NY_ChatBk13_O/S	23324	B	1600	-1100	25484	CHATGUAY_765_120_BK 13	0		0	
SCH-HQ-NY_ChatBk14_O/S	23324	B	1600	-1100	25485	CHATGUAY_765_120_BK 14	0		0	
SCH-HQ-NY_MSU-1_O/S	23324	B	575	-1100	25224	MASSENA_-MARCY___765_MSU1	0		0	
SCH-HQ-NY_Pole1_O/S	23324	B	1500	-600	23748	CHAT_DC_GC1	0		0	
SCH-HQ-NY_Pole1+ChatBk11_O/S	23324	B	1500	-600	23748	CHAT_DC_GC1	25482	CHATGUAY_765_120_BK 11	0	
SCH-HQ-NY_Pole1+ChatBk11+Bk12_O/S	23324	B	1750	-600	23748	CHAT_DC_GC1	25482	CHATGUAY_765_120_BK 11	25483	CHATGUAY_765_120_BK 12
SCH-HQ-NY_Pole1+ChatBk11+Bk13_O/S	23324	B	1750	-600	23748	CHAT_DC_GC1	25482	CHATGUAY_765_120_BK 11	25484	CHATGUAY_765_120_BK 13
SCH-HQ-NY_Pole1+ChatBk11+Bk14_O/S	23324	B	1750	-600	23748	CHAT_DC_GC1	25482	CHATGUAY_765_120_BK 11	25485	CHATGUAY_765_120_BK 14
SCH-HQ-NY_Pole1+ChatBk12_O/S	23324	B	1500	-600	23748	CHAT_DC_GC1	25483	CHATGUAY_765_120_BK 12	0	
SCH-HQ-NY_Pole1+ChatBk12+Bk13_O/S	23324	B	1750	-600	23748	CHAT_DC_GC1	25483	CHATGUAY_765_120_BK 12	25484	CHATGUAY_765_120_BK 13
SCH-HQ-NY_Pole1+ChatBk12+Bk14_O/S	23324	B	1750	-600	23748	CHAT_DC_GC1	25483	CHATGUAY_765_120_BK 12	25485	CHATGUAY_765_120_BK 14
SCH-HQ-NY_Pole1+ChatBk13_O/S	23324	B	1500	-600	23748	CHAT_DC_GC1	25484	CHATGUAY_765_120_BK 13	0	
SCH-HQ-NY_Pole1+ChatBk13+Bk14_O/S	23324	B	1750	-600	23748	CHAT_DC_GC1	25484	CHATGUAY_765_120_BK 13	25485	CHATGUAY_765_120_BK 14
SCH-HQ-NY_Pole1+ChatBk14_O/S	23324	B	1500	-600	23748	CHAT_DC_GC1	25485	CHATGUAY_765_120_BK 14	0	
SCH-HQ-NY_Pole1+Pole2_O/S	23324	B	1270	-100	23748	CHAT_DC_GC1	23749	CHAT_DC_GC2	0	
SCH-HQ-NY_Pole2_O/S	23324	B	1500	-600	23749	CHAT_DC_GC2	0		0	
SCH-HQ-NY_Pole2+ChatBk11_O/S	23324	B	1500	-600	23749	CHAT_DC_GC2	25482	CHATGUAY_765_120_BK 11	0	
SCH-HQ-NY_Pole2+ChatBk11+Bk12_O/S	23324	B	1750	-600	23749	CHAT_DC_GC2	25482	CHATGUAY_765_120_BK 11	25483	CHATGUAY_765_120_BK 12
SCH-HQ-NY_Pole2+ChatBk11+Bk13_O/S	23324	B	1750	-600	23749	CHAT_DC_GC2	25482	CHATGUAY_765_120_BK 11	25484	CHATGUAY_765_120_BK 13
SCH-HQ-NY_Pole2+ChatBk11+Bk14_O/S	23324	B	1750	-600	23749	CHAT_DC_GC2	25482	CHATGUAY_765_120_BK 11	25485	CHATGUAY_765_120_BK 14
SCH-HQ-NY_Pole2+ChatBk12_O/S	23324	B	1500	-600	23749	CHAT_DC_GC2	25483	CHATGUAY_765_120_BK 12	0	
SCH-HQ-NY_Pole2+ChatBk12+Bk13_O/S	23324	B	1750	-600	23749	CHAT_DC_GC2	25483	CHATGUAY_765_120_BK 12	25484	CHATGUAY_765_120_BK 13
SCH-HQ-NY_Pole2+ChatBk12+Bk14_O/S	23324	B	1750	-600	23749	CHAT_DC_GC2	25483	CHATGUAY_765_120_BK 12	25485	CHATGUAY_765_120_BK 14
SCH-HQ-NY_Pole2+ChatBk13_O/S	23324	B	1500	-600	23749	CHAT_DC_GC2	25484	CHATGUAY_765_120_BK 13	0	
SCH-HQ-NY_Pole2+ChatBk13+Bk14_O/S	23324	B	1750	-600	23749	CHAT_DC_GC2	25484	CHATGUAY_765_120_BK 13	25485	CHATGUAY_765_120_BK 14
SCH-HQ-NY_Pole2+ChatBk14_O/S	23324	B	1500	-600	23749	CHAT_DC_GC2	25485	CHATGUAY_765_120_BK 14	0	
SCH-IMO-NY_ALI	23317	B	2100	-1750	0		0		0	

Interface Name	PTID	Base or Incremental	Reverse Limit	Forward Limit	Outage 1 PTID	Outage 1 Name	Outage 2 PTID	Outage 2 Name	Outage 3 PTID	Outage 3 Name
SCH-IMO-NY_BP76_O/S	23317	B	2100	-2100	25024	BECK___-PACKARD_230_BP76	0		0	
SCH-IMO-NY_L33P_O/S	23317	B	2100	-2100	25026	STLAWRNC-MOSES_230_L33P	0		0	
SCH-IMO-NY_L34P_O/S	23317	B	2100	-2100	25037	STLAWRNC-MOSES_230_L34P	0		0	
SCH-IMO-NY_PA27_O/S	23317	B	2100	-2100	25025	BECK___-NIAGARA_230_PA27	0		0	
SCH-IMO-NY_PA301_O/S	23317	B	1700	-1700	25040	BECK___-NIAGARA_345_PA301	0		0	
SCH-IMO-NY_PA301+PA302_O/S	23317	B	800	-500	25040	BECK___-NIAGARA_345_PA301	25041	BECK___-NIAGARA_345_PA302	0	
SCH-IMO-NY_PA302_O/S	23317	B	1700	-1700	25041	BECK___-NIAGARA_345_PA302	0		0	
SCH-NE-NY_2_O/S	23318	B	1375	-1375	25217	N.SCTLND-ALPS_345_2-AN	0		0	
SCH-NE-NY_312_O/S	23318	B	1700	-1700	25366	BERKSHIR-NORTHFLD_345_312	0		0	
SCH-NE-NY_329_O/S	23318	B	1700	-1700	25364	FROST_BR-SOUTHNGT_345_329	0		0	
SCH-NE-NY_352_O/S	23318	B	1300	-1100	25363	FROST_BR-LONG_MTN_345_352	0		0	
SCH-NE-NY_393_O/S	23318	B	1050	-900	25034	BERKSHIR-ALPS_345_393	0		0	
SCH-NE-NY_393+312_O/S	23318	B	1050	-900	25034	BERKSHIR-ALPS_345_393	25366	BERKSHIR-NORTHFLD_345_312	0	
SCH-NE-NY_398_O/S	23318	B	1200	-1200	25033	LONG_MTN-PLSNTVLY_345_398	0		0	
SCH-NE-NY_ALI	23318	B	1300	-1500	0		0		0	
SCH-NE-NY_E205W+398_O/S	23318	B	950	-800	25030	BEAR SWP-ROTTDAM_230_E205W	25033	LONG_MTN-PLSNTVLY_345_398	0	
SCH-PJM-NY_30_O/S	23316	B	2300	-2300	25018	HOMER C_-WATRCURE_345_30	0		0	
SCH-PJM-NY_5018_O/S	23316	B	1600	-1600	25019	BRANCHBG-RAMAPO_500_5018	0		0	
SCH-PJM-NY_A2253_O/S	23316	B	2400	-2400	25017	LINDENP_-GOETHSLN_230_A2253	0		0	
SCH-PJM-NY_A2253+B3402_O/S	23316	B	2300	-2300	25017	LINDENP_-GOETHSLN_230_A2253	25020	HUDSONP_-FARRAGUT_345_B3402	0	
SCH-PJM-NY_A2253+C3403_O/S	23316	B	2300	-2300	25017	LINDENP_-GOETHSLN_230_A2253	25038	HUDSONP_-FARRAGUT_345_C3403	0	
SCH-PJM-NY_ALI	23316	B	2600	-2600	0		0		0	
SCH-PJM-NY_B3402_O/S	23316	B	2400	-2400	25020	HUDSONP_-FARRAGUT_345_B3402	0		0	
SCH-PJM-NY_B3402+C3403_O/S	23316	B	2300	-2300	25020	HUDSONP_-FARRAGUT_345_B3402	25038	HUDSONP_-FARRAGUT_345_C3403	0	
SCH-PJM-NY_C3403_O/S	23316	B	2400	-2400	25038	HUDSONP_-FARRAGUT_345_C3403	0		0	
SCH-PJM-NY_PAR3500_O/S	23316	B	2100	-2100	25370	RAMAPO_345_345_PAR3500	0		0	
SCH-PJM-NY_PAR4500_O/S	23316	B	2100	-2100	25371	RAMAPO_345_345_PAR4500	0		0	
Sprain/Dunwd-South_45_O/S	23320	B	4600	-2000	25190	E13THSTA-FARRAGUT_345_45	0		0	
Sprain/Dunwd-South_46_O/S	23320	B	4600	-2000	25251	E13THSTA-FARRAGUT_345_46	0		0	
Sprain/Dunwd-South_71_O/S	23320	B	4600	-2000	25151	DUNWODIE-RAINEY_345_71	0		0	
Sprain/Dunwd-South_72_O/S	23320	B	4600	-2000	25191	DUNWODIE-RAINEY_345_72	0		0	
Sprain/Dunwd-South_ALI	23320	B	4600	-2000	0		0		0	
Sprain/Dunwd-South_M51_O/S	23320	B	4600	-2000	25053	SPRNBRK_-W49TH_ST_345_M51	0		0	
Sprain/Dunwd-South_M52_O/S	23320	B	4600	-2000	25223	SPRNBRK_-W49TH_ST_345_M52	0		0	
Sprain/Dunwd-South_M54_O/S	23320	B	4600	-2000	25228	W49TH_ST-E13THSTA_345_M54	0		0	
Sprain/Dunwd-South_M55_O/S	23320	B	4600	-2000	25222	W49TH_ST-E13THSTA_345_M55	0		0	
Sprain/Dunwd-South_W75_O/S	23320	B	4600	-2000	25071	SPRNBRK_-DUNWODIE_345_W75	0		0	
Sprain/Dunwd-South_X28_O/S	23320	B	4600	-2000	25175	SPRNBRK_-TREMONT_345_X28	0		0	
STAT ISL_ALI	23333	B	9999	-9999	0		0		0	
Tot-East_5018_O/S	23314	B	6400	-1000	25019	BRANCHBG-RAMAPO_500_5018	0		0	
Tot-East_5018+Fraser_SVC_O/S	23314	B	6300	-1000	25019	BRANCHBG-RAMAPO_500_5018	31328	FRASER_345_FRASER SVC	0	
Tot-East_5018+Leeds_SVC_O/S	23314	B	6300	-1000	25019	BRANCHBG-RAMAPO_500_5018	31327	LEEDS_345_LEEDS SVC	0	
Tot-East_ALI	23314	B	6500	-1000	0		0		0	
UPNY-CE_5018_O/S	23315	B	4000	-1000	25019	BRANCHBG-RAMAPO_500_5018	0		0	
UPNY-CE_ALI	23315	B	5100	-1000	0		0		0	
UPNY-CE_RFK-305_O/S	23315	B	4100	-1000	25108	ROSETON_-EFISHKIL_345_305	0		0	
UPNY-CE_Y88_O/S	23315	B	4150	-1000	25185	LADENTWN-BUCHAN_S_345_Y88	0		0	
UPNY-CE_Y94_O/S	23315	B	4150	-1000	25184	RAMAPO_-BUCHAN_N_345_Y94	0		0	
Vernon/Greenwood_ALI	23325	B	9999	-9999	0		0		0	
West-Cent_ALI	23312	B	2250	-2000	0		0		0	
West-Cent_NR-2_O/S	23312	B	1750	-2000	25084	NIAGARA_-ROCHESTR_345_NR2	0		0	

Interface Name	PTID	Base or Incremental	Reverse Limit	Forward Limit	Outage 1 PTID	Outage 1 Name	Outage 2 PTID	Outage 2 Name	Outage 3 PTID	Outage 3 Name
West-Cent_PC-1_O/S	23312	B	1900	-2000	25058	PANNELL_-CLAY____345_PC1	0		0	
West-Cent_PC-2_O/S	23312	B	1900	-2000	25050	PANNELL_-CLAY____345_PC2	0		0	
West-Cent_RP-1_O/S	23312	B	1900	-2000	25192	ROCHESTR-PANNELL__345_RP1	0		0	
West-Cent_RP-2_O/S	23312	B	1900	-2000	25172	ROCHESTR-PANNELL__345_RP2	0		0	
West-Cent_SR-1_O/S	23312	B	1700	-2000	25073	KINTIGH_-ROCHESTR_345_SR-1	0		0	
WESTERN_NY_EXPORT_ALI	23327	B	8100	-8900	0		0		0	
WESTERN_NY_EXPORT_PA301_PA27_BP7	23327	B	1100	-8900	25024	BECK____-PACKARD__230_BP76	25025	BECK____-NIAGARA__230_PA27	25040	BECK____-NIAGARA__345_PA301
WESTERN_NY_EXPORT_PA301_PA302	23327	B	1700	-8900	25040	BECK____-NIAGARA__345_PA301	25041	BECK____-NIAGARA__345_PA302	0	
WESTERN_NY_EXPORT_PA301_PA302_PA	23327	B	1100	-8900	25025	BECK____-NIAGARA__230_PA27	25040	BECK____-NIAGARA__345_PA301	25041	BECK____-NIAGARA__345_PA302
WESTERN_NY_EXPORT_PA302_PA27_BP7	23327	B	1100	-8900	25024	BECK____-PACKARD__230_BP76	25025	BECK____-NIAGARA__230_PA27	25041	BECK____-NIAGARA__345_PA302

Note: "ALI" Denotes "All Lines In Service"