

Unless otherwise noted, the section numbers shown below here are from the NYISO's 7/12/04 proposed tariff language draft:

1.1 -- It is stated here that this is a "...process that TOs shall follow.....". Also, the 7/2/04 draft ISO/TO reliability planning agreement says on page 2 that ".....each Transmission Owner will participate in the Planning Process as described in the NYISO OATT". However, section 5.01 of that same 7/2/04 draft ISO/TO reliability planning agreement says that "Any Transmission Owner may withdraw from this Agreement upon 90 days' notice to the other parties and to FERC". Thus, the question apparently arises as to specifically what the NYISO (and/or some other parties) may or shall do to maintain reliability in the withdrawn TO(s) geographical area(s) if one or more (or possibly all) of the TOs withdraw from their ISO/TO reliability planning agreement -- and thus possibly no longer "participate in the Planning Process as described in the NYISO OATT". For example, if there were still at least one TO still participating, would the NYISO then require one or more of the remaining TOs to fulfill the reliability need for the withdrawn TO(s). In any case, the action(s) which would be taken if such TO withdrawals occurred should be described in detail here before filing at FERC.

5.2.1 -- Is it intended in this context that TOs are also "market participants".

How will disputes that occur before the final RNA be handled.

What is the intent of "may refer".

Please provide details of how the dispute resolution will actually be done (e.g., who will be responsible for it, what timelines will apply, etc.).

There are many differences in the wording between this section and 8.3 (which is apparently intended to be analogous in intent). Are such wording differences intended to be substantive, and if so in what respect.

In any case, how does this section comport with section 3.07 of the ISO/TO reliability planning agreement which appears to give the TOs additional and different dispute resolution options.

6.2.1 -- It is stated here that "Other developers shall submit such proposals to the DPS". Please provide details on how this process will actually be implemented within the DPS (comparable to the detailing of those actions already delineated elsewhere in this document by the NYISO for proposals which are submitted directly to them).

General question -- sometimes "DPS" is used in this document, and sometimes "PSC" is. Is this difference always intended to be substantive.

8.2 -- As was agreed to at a previous ESPWG meeting, and as has also already been adopted in section 5.2 of this document, to be consistent with that (and for very good cause), please change the wording concerning when the Market Advisor receives the CRP so that it is "concurrently" with when the NYISO BOD also receives it.

8.3 -- Is it intended in this context that TOs are also "market participants".

How will disputes that occur before the final CRP be handled.

Please provide details of how the dispute resolution will actually be done (e.g., who will be responsible for it, what timelines will apply, etc.).

There are many differences in the wording between this section and 5.2.1 (which is apparently intended to be analogous in intent). Are such wording differences intended to be substantive, and if so in what respect.

In any case, how does this section comport with section 3.07 of the ISO/TO reliability planning agreement which appears to give the TOs additional and different dispute resolution options.

8.4 -- Why are “other developers” here required to go to “regulatory agency(ies)” versus only to the DPS as in section 6.2.1.

In any case, please provide details of how the “review” will actually be done (e.g., who will be responsible for it, what timelines will apply, etc.), comparable to the detailing of those actions already delineated elsewhere in this document by the NYISO for proposals which are submitted directly to them.

10.2.3 -- Does this still apply if the TO is has withdrawn from the ISO/TO reliability planning agreement.

10.2.5 -- In the string of examples given, perhaps it would be most appropriate if “resource adequacy” were listed first.

11 -- Does this still apply if the TO has withdrawn from the ISO/TO reliability planning agreement.

12 -- In the first sentence, what is the intent of “directly”, and in any case why is it limited to that.

Please clarify how this section does or does not overlap with section(s) 5.2.1 and/or 8.3.

This last item here has only to do with the 7/2/04 draft ISO/TO reliability planning agreement:

3.08 -- What will the NYISO do to meet the reliability requirements if this possibility in fact occurs (e.g., if a referenced TO fails to construct the needed transmission for any of the reasons noted herein).