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November 16, 2005

VIA ELECTRONIC FILING

The Honorable Magalie R. Salas
Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

**Re: California Independent System Operator Corporation,
Docket No. ER06-24-000**

Dear Secretary Salas:

Attached please find the Motion for Leave to File Answer and Answer of the California Independent System Operator Corporation, submitted in the above-captioned docket.

Thank you for your assistance in this matter.

Respectfully submitted,

/s/ Bradley R. Miliauskas
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Counsel for the California Independent
System Operator Corporation

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

California Independent System)
Operator Corporation) Docket No. ER06-24-000

**MOTION FOR LEAVE TO FILE ANSWER AND ANSWER OF THE
CALIFORNIA INDEPENDENT SYSTEM OPERATOR
CORPORATION**

Pursuant to Rule 213 of the Commission’s Rules of Practice and Procedure, 18 C.F.R. § 385.213 (2005), the California Independent System Operator Corporation (“ISO”)¹ submits its answer to the motions to intervene and comments submitted in the captioned proceeding,² and pursuant to Rules 212 and 213 of the Commission’s Rules of Practice and Procedure, 18 C.F.R. §§ 385.212, 385.213, the ISO moves to file an answer, and files its answer, to the protest and response to comments and protest submitted in the captioned proceeding.³ This proceeding concerns an amendment to the Responsible Participating Transmission Owner Agreement (“RPTOA”) between

¹ Capitalized terms not otherwise defined herein have the meanings set forth in the Master Definitions Supplement, Appendix A to the ISO Tariff.

² The City and County of San Francisco (“CCSF”) and Transmission Agency of Northern California (“TANC”) each submitted a motion to intervene and comments.

³ The Modesto Irrigation District (“Modesto”) submitted a motion to intervene and protest. Pacific Gas and Electric Company (“PG&E”) submitted a motion to intervene and also submitted a response to the comments of CCSF and TANC and the protest of Modesto.

The ISO requests waiver of Rule 213(a)(2) (18 C.F.R. § 213(a)(2)) to permit it to make an answer to Modesto’s protest and to PG&E’s response. Good cause for this waiver exists here because the answer will aid the Commission in understanding the issues in the proceeding, provide additional information to assist the Commission in the decision-making process, and help to ensure a complete and accurate record in this case. *See, e.g., Entergy Services, Inc.*, 101 FERC ¶ 61,289, at 62,163 (2002); *Duke Energy Corporation*, 100 FERC ¶ 61,251, at 61,886 (2002); *Delmarva Power & Light Company*, 93 FERC ¶ 61,098, at 61,259 (2000).

the ISO and PG&E (“Amendment”). The purpose of the Amendment is to reflect in the RPTOA changes resulting from the implementation of various agreements between PG&E and the holders of Existing Contracts, previously accepted by the Commission, effective on December 1, 2005, coincident with the effective date of the change in scheduling responsibility in two of the agreements. Transmittal Letter for Amendment at 1-2.

I. STATEMENT OF ISSUES

In accordance with Rule 203(a)(7), 18 C.F.R. 385.203(a)(7), the ISO provides this Statement of Issues.

1. Whether the ISO is obligated to follow the parties’ interpretation of their Existing Contracts that are described in the Amendment and to refrain from having a role in resolving any dispute concerning the interpretation of the Existing Contracts.
2. Whether the parties’ issues concerning interpretation of the Existing Contracts are outside the scope of the Amendment proceeding.

II. ANSWER

The ISO does not oppose any of the motions to intervene.

The substantive issues raised in the filings of CCSF, Modesto, and TANC in this proceeding, and in the response of PG&E, relate to the interpretation of the Existing Contracts that are described in the Amendment. See CCSF at 3-9; Modesto at 6-9; PG&E at 2-8; TANC at 6. As required by the ISO Tariff, the ISO has no role in interpreting Existing Contracts. ISO Tariff, § 2.4.4.4.1.1. Thus, the ISO is obligated to follow the parties' interpretations of their Existing Contracts that are addressed in the Amendment, and the ISO cannot have a role in resolving any dispute between the parties concerning interpretation. In the event the parties do not agree on the interpretation of an Existing Contract, the ISO must follow the interpretation of the Participating TO. See *id.* The ISO has done so in filing the Amendment with the description of the terms of its Existing Contracts provided by PG&E. Consequently, the issues raised concerning the Existing Contracts are outside the scope of the Amendment proceeding.

III. CONCLUSION

Wherefore, the ISO respectfully requests that the Commission approve the Amendment subject to the discussion provided above.

Respectfully submitted,

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Dated: November 16, 2005

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of the foregoing document upon all parties listed on the official service list compiled by the Secretary in the captioned proceeding, in accordance with the requirements of Rule 2010 of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.2010).

/s/ John Anders _____
John Anders