

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ALBANY

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In the Matter of the Application of
CAROL CHOCK, President, on Behalf of RATEPAYER
AND COMMUNITY INTERVENORS, and SIERRA CLUB,

Petitioners,

VERIFIED PETITION

-against-

Index No.

PUBLIC SERVICE COMMISSION OF THE STATE OF
NEW YORK and NEW YORK STATE DEPARTMENT
OF PUBLIC SERVICE,

Respondents,

**ORAL ARGUMENT
REQUESTED**

for a Judgment Pursuant to Article 78 of the Civil Practice
Law and Rules.

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Petitioners Ratepayer and Community Intervenors (“RCI”) and Sierra Club (collectively, “Petitioners”), for their verified petition for judgment pursuant to Article 78 of the New York Civil Practice Law and Rules (“CPLR”), by their attorneys, Earthjustice, allege as follows:

PRELIMINARY STATEMENT

1. This proceeding challenges the January 16, 2014 Order Deciding Reliability Need Issues and Addressing Cost Allocation and Recovery (“Order”) issued by Respondents New York Public Service Commission (“PSC” or “Commission”) and the New York State Department of Public Service (“DPS”). The Order results in unjust and unreasonable impacts to rates by compelling New York ratepayers to pay \$155 million over the next three years to subsidize the continued operation of and capital improvements to an outdated coal-burning power plant that the plant’s owner has conceded is currently uneconomic to operate. The ratepayer subsidies are in excess of what is required to ensure the safe and reliable operation of

the facility. The Order also fails to ensure that ratepayers are fully reimbursed for the capital improvements they underwrite in the event the facility elects to continue operating in the future.

2. In July 2012, Cayuga Operating Company, LLC (“Cayuga”) filed a notice with the PSC stating that it intended to indefinitely close its coal-fired Cayuga facility located in Lansing, New York (the “Cayuga plant”) by January 16, 2013, because continued operation of the aging 1950s coal plant was no longer economic. The local utility, New York State Electric and Gas Corporation (“NYSEG”), identified potential reliability concerns in the electric system that could result from shutting down the Cayuga plant. As a result, NYSEG and Cayuga entered into a Reliability Support Services Agreement (“RSSA”) in December 2012 (“1st Agreement”) to temporarily continue operation of the plant. The 1st Agreement was approved by the Commission on December 17, 2012 and ran from January 16, 2013 to January 15, 2014.

3. In its decision approving the 1st Agreement, the Commission directed that, in order to avoid adverse impacts to ratepayers from the continued subsidized operation of the Cayuga coal plant, alternative proposals for meeting reliability needs be solicited through a competitive bidding process. The bidding process was held and a number of alternative proposals were submitted to meet reliability needs. Following conclusion of the bidding process, NYSEG submitted a brief, 14-page document to the Commission in September 2013 purporting to summarize NYSEG’s analysis of the results of the bidding process. (“NYSEG Document”) NYSEG’s report rejected all alternative proposals in favor of its preferred alternative of a second RSSA that would subsidize continued operation of the Cayuga plant through at least June 2017, with the potential for an additional six-month extension.

4. Having determined that a competitive bidding process was necessary to protect ratepayers from undue costs, the Commission then inexplicably failed to independently evaluate

the alternative proposals submitted in response to its mandated bid solicitation. Instead, the Commission deferred to NYSEG's analysis of alternatives and adopted, without independent evaluation or discussion, NYSEG's conclusion that a second RSSA allowing continued ratepayer-subsidized operation of the Cayuga coal plant for at least three more years is the most cost-effective and reliable alternative.

5. Moreover, despite the fact that the NYSEG Document was the only document identifying and (purportedly) analyzing the alternative proposals submitted to meet reliability needs, the only version of the document that the Commission made available to the public was completely redacted with the exception of the cover page and a single page of already-known background information. Although Petitioners requested, four weeks before the close of the public comment period, that an unredacted version of the document be made available, the Commission did not provide a substantially less redacted version of the NYSEG Document to Petitioners or the public until four days *after* the public comment period had closed and only four business days before the Commission issued its Order approving the second RSSA.

6. The second RSSA ("2nd Agreement") compels NYSEG's ratepayers to pay \$155 million to support the continued operation of Cayuga's obsolete coal-burning facility through at least June 2017, raises annual fixed payments to keep the plant running by more than \$4.2 million in comparison to the 1st Agreement, and forces ratepayers to fund approximately \$42 million in capital investments in the Cayuga plant. These capital expenditures include \$12.5 million for an expensive mercury control system to achieve compliance with federal environmental standards applicable to Unit 2 of the Cayuga plant, even though the NYSEG Document suggests that such compliance can likely be achieved through a significantly less expensive \$3 million control system.

7. In the event that Cayuga decides to resume operating the Cayuga plant after the expiration of the 2nd Agreement, Cayuga is required to reimburse ratepayers only for, at most, 50% (and potentially significantly less) of the capital expenditures funded under the 2nd Agreement. The 2nd Agreement also allows Cayuga to spread such partial reimbursement equally over five years. In other words, the Agreement essentially requires captive ratepayers to provide Cayuga with interest-free financing over five years for capital investments of which half, at most, would need to be paid back if the company is able to start profitably operating the plant again.

8. While the 2nd Agreement acknowledges the potential that one of the two units at the Cayuga plant may no longer be needed for reliability purposes well in advance of the Agreement's June 2017 expiration, it fails to authorize or require NYSEG to fully minimize cost impacts to ratepayers under the Agreement. In particular, under Section 3(b) of the 2nd Agreement, there is only a four-month period in 2016 during which NYSEG can restrict the Agreement to only a single unit at the Cayuga plant. In addition, rather than requiring the unit facing the highest capital costs to be removed, the 2nd Agreement allows Cayuga to determine which of the two units should be removed.

PARTIES

9. Petitioner RCI is a coalition of local elected officials, individual utility ratepayers and one community group, and is a party to the Proceeding on Petition of Cayuga Operation Company, LLC to Mothball Generating Units 1 and 2, Case 12-E-0400 (the "Proceeding"). RCI is an unincorporated association of elected and public officials, community organizations, scientists, engineers, and others formed to represent the interests of the public, including individual ratepayers and local community residents and groups who are concerned about both

the economic and environmental impacts of energy decisions in New York State. *See* Affidavit of Carol Chock, sworn to on July 16, 2014, annexed to this Petition as Exhibit 1 ¶ 4. RCI was formed for the express purpose of intervening and participating in the Commission’s proceedings relating to the proposal to mothball the Cayuga plant. The founding members of RCI also are concerned that the Commission’s process lacked transparency and was not sufficiently open to the public. *Id.* All but two RCI members live in the NYSEG service area, the area impacted by the 2nd Agreement, and have experienced and will experience electric rate increases from the approval of the 2nd Agreement. *Id.* ¶ 5. RCI intervened and obtained party status to the Proceeding. *Id.* ¶ 8. As part of the Proceeding, RCI has submitted two sets of comments on the 2nd Agreement and filed a February 18, 2014 Joint Motion for Rehearing (“Motion for Rehearing”) requesting a rehearing on the Commission’s Order. *Id.* ¶ 9.

10. Petitioner Sierra Club is a national not-for-profit organization with approximately 40,000 members in New York State. *See* Affidavit of Sara Hess, sworn to on July 16, 2014, annexed to this Petition as Exhibit 2, ¶ 2. Sierra Club’s mission is to protect the environment and promote the responsible use of the earth’s ecosystems and resources. Sierra Club’s efforts include improving public health and the environment in New York by, among other things, working to curtail the burning of fossil fuels to generate electricity, including at the Cayuga coal-fired power plant on Cayuga Lake. *Id.* Sierra Club has members who are NYSEG ratepayers and whose rates will be affected by the 2nd Agreement. *Id.* ¶ 4. Sierra Club members also live or recreate near the Cayuga plant. *Id.* ¶ 5. Sierra Club is a party to the Proceeding. As part of the Proceeding, Sierra Club has submitted two sets of comments on the 2nd Agreement and filed a February 18, 2014 Joint Motion for Rehearing (“Motion for Rehearing”) requesting a rehearing on the Commission’s Order.

FACTS

11. In July 2012, Cayuga filed a notice with the PSC stating that it intended to indefinitely retire its coal-fired Cayuga facility by January 16, 2013 because “current and forecasted wholesale electric prices in New York are inadequate” for the aging 1950’s coal plant to “operate economically.” *See* Letter from Jerry Goodenough, Chief Operating Officer, Cayuga Operating Co., LLC, to Jaclyn A. Brillling, Secretary, Pub. Serv. Comm’n (July 20, 2012), annexed to this Petition as Exhibit 3.

12. By letter dated July 25, 2014, the Commission requested that NYSEG and the New York Independent System Operator (“NYISO”) determine the effect of the retirement of the Cayuga plant on electric system reliability and local reliability issues. *See* Letter from Thomas G. Dvorsky, Director, DPS Office of Electric, Gas and Water, to Richard Gonzalez, Chief Operating Officer, NYISO, and Mary Smith, Vice President of Planning and Operations, Iberdola USA Management Corp. (July 25, 2012), annexed to this Petition as Exhibit 4.

13. By letter dated August 24, 2012, NYSEG informed the Commission that its local planning studies indicated that indefinitely retiring the Cayuga plant could lead to local reliability issues and recommended that both units at the Cayuga plant be kept available to maintain system reliability. *See* Letter from Mary Smith, Vice President of Planning and Operations, Iberdola USA Management Corp. to Thomas G. Dvorsky, Director, DPS Office of Electric, Gas and Water (Aug. 24, 2012), annexed to this Petition as Exhibit 5.

14. On October 29, 2012, NYSEG submitted to the Commission a proposed RSSA between NYSEG and Cayuga providing for the temporary deferment of the indefinite retirement of the Cayuga plant and the continued operation of the Cayuga plant through January 15, 2014. The 1st Agreement provided that NYSEG would pay Cayuga approximately \$2.4 million each

month, totaling nearly \$30 million over this time period to subsidize the continued operation of the plant. The 1st Agreement also provided that NYSEG would pay certain capital investments in the plant not to exceed \$4,325,000 over this time period. *See* NYSEG’s Statement in Support of the Term Sheet for Reliability Support Services Agreement (Oct. 29, 2012), annexed to this Petition as Exhibit 6.

15. On November 13, 2012, Petitioner Sierra Club submitted comments to the Commission concerning the 1st Agreement. Sierra Club pointed out that the Commission’s decision on the proposed 1st Agreement, which would cost ratepayers more than \$30 million over the next year, was being made in the absence of crucial information. In particular the Commission had no “*clear plan to permanently address underlying reliability needs*” and lacked “*sufficient evidence that the terms [of the 1st Agreement] are just and reasonable or that they were vigorously negotiated to protect ratepayer interests.*” Letter from Joshua Berman, Esq., Sierra Club to Jaclyn A. Brillling, Secretary, Pub. Serv. Comm’n, (Nov. 13, 2012), annexed to this Petition as Exhibit 7, at 1 (emphasis added).

16. In its comments, Sierra Club urged the Commission to ensure that NYSEG had a plan to expeditiously, cost-effectively, and permanently eliminate the reliability need for the Cayuga plant. *Id.* at 5-6. Sierra Club’s comments further urged the Commission to “require NYSEG to engage in a competitive, all-source solicitation for reliability services to address the reliability need created by the mothballing of the Cayuga plant.” *Id.* at 8.

17. By Order dated December 17, 2012, the Commission approved the proposed 1st Agreement. *See* Order Deciding Reliability Issues and Addressing Cost Allocation and Recovery (Dec. 17, 2012) (the “2012 Order”), annexed to this Petition as Exhibit 8.

18. The 2012 Order adopted Petitioner Sierra Club's recommendation that the Commission order a competitive bidding process to solicit alternative means of meeting reliability needs, stating that:

We agree with Sierra Club that a competitive solicitation process is needed to determine whether any alternative solutions can meet the reliability needs arising from the mothballing of the Cayuga Facility . . . *These procedures should ensure that ratepayers pay no more than necessary to preserve reliability*, and are consistent with our policies supporting reliance on competitive markets . . . We expect DPS staff will work with NYSEG and National Grid to review any responses to the solicitation and to report to us on specific projects that may warrant our further consideration.

Id. at 16-17 (emphasis added).

19. The Commission-mandated bidding process was subsequently held in 2013 and a number of alternative proposals were submitted to meet reliability needs.

20. Following conclusion of the bidding process, NYSEG submitted a brief, 14-page document to the Commission in September 2013 providing a bullet-point summary of NYSEG's analysis of the results of the bidding process. *See* NYSEG, Auburn Area Solicitation Evaluation Results and Recommendation (Sept. 5, 2013) ("NYSEG Document"), annexed to this Petition as Exhibit 9.

21. The NYSEG Document reported that NYSEG had rejected all alternative proposals in favor of its preferred alternative of the 2nd Agreement, which would subsidize continued operation of the Cayuga coal plant through at least June 2017, raise annual fixed payments by more than \$4.2 million to keep the uneconomic Cayuga plant on life support, and require ratepayers to fund approximately \$42 million in capital investments in the Cayuga plant. *Id.* The capital investments required by the 2nd Agreement include \$12.5 million for a mercury control system and \$12.68 million in 2016 for a long list of maintenance improvements that appear designed to subsidize the continued operation of the Cayuga plant well past June 2017.

22. In total, the 2nd Agreement would cost ratepayers approximately \$155 million through June 2017.

23. On October 28, 2013, NYSEG submitted its proposed 2nd Agreement to the Commission for approval. *See Reliability Support Services Agreement 2 Between NYSEG and Cayuga (Oct. 28, 2013)*, annexed to this Petition as Exhibit 10.

24. On or about November 20, 2013, the Commission published notice in the State Register that public comments on the proposed 2nd Agreement would be accepted until January 6, 2014.

25. The only version of the NYSEG Document available to the public during the public comment period on the 2nd Agreement was entirely redacted with the exception of the cover page and the first page that provided only background information. *See NYSEG, Auburn Area Solicitation Evaluation Results and Recommendation (Sept. 5, 2013) (redacted)*, annexed to this Petition as Exhibit 11.

26. By letter dated December 10, 2013, Petitioners submitted comments on the proposed 2nd Agreement, urging the Commission to:

- Carefully scrutinize the list of applicable capital expenditures exhibit to the 2nd Agreement to ensure that New York ratepayers are not being asked to pay for significant long-term upgrades to the facility, but rather are underwriting only those expenditures required to ensure the facility operates safely and reliability through the Initial Term of the 2nd Agreement;
- Modify the unit selection provision in Section 3.6(a) of the 2nd Agreement to clarify that if NYSEG limits the 2nd Agreement to a single unit, Cayuga must keep operational the unit that will result in lower capital expenditures; and
- Require that, if the 2nd Agreement retains the current excessive capital expenditure levels, Cayuga be required to pay back *all*, not merely a fraction of these capital expenditures if the plant continues to operate beyond the end of the 2nd Agreement.

- Require that the 2nd Agreement expressly authorize unilateral termination by NYSEG upon reasonable notice *at any time* once NYSEG determines that only a single unit is needed to maintain reliability; and reject the four-month window for such termination identified in the 2nd Agreement as arbitrary and unduly narrow;
- Require that the 2nd Agreement expressly authorize unilateral termination by NYSEG prior to the end of the Initial Term should subsequent reliability analysis determine that the reliability need for the Cayuga facility has been eliminated;

See Letter from Joshua Berman, Esq. to Kathleen Burgess, Secretary, Pub. Serv. Comm'n (Dec. 10, 2013), annexed to this Petition as Exhibit 12.

27. Petitioners' comment letter also requested that the Commission require the filing of an unredacted or substantially less redacted version of the NYSEG Document. *Id.* at 3.

28. On January 10, 2014 — four days after the public comment period had closed — the Commission posted on the PSC's public docket for the Proceeding a substantially less redacted version of the NYSEG Document. *See* Ex. 9.

29. Even though the public comment period had closed, Petitioners submitted supplemental comments on January 15, 2014 based upon their three-day review of the less redacted version of the NYSEG Document. In their supplemental comments, Petitioners called on the Commission to (1) require NYSEG to fully analyze the potential for a demand response program to obviate the need for operation of Cayuga Unit 2 in summer 2015, and (2) require NYSEG to explain why the 2nd Agreement provides for ratepayers to pay for a \$12.5 million mercury control system when the NYSEG Document notes that environmental compliance could likely be achieved with a \$3 million control system. *See* Letter from Joshua Berman, Esq. to Kathleen Burgess, Secretary, Pub. Serv. Comm'n (Jan. 15, 2014), annexed to this Petition as Exhibit 13.

30. The Commission issued its Order approving the 2nd Agreement one day after Petitioners' supplemental comments were filed. There is no indication in the Order that

Petitioners' supplemental comments were considered by the Commission. *See* Order Deciding Reliability Need Issues and Addressing Cost Allocation and Recovery (Jan. 16, 2014), annexed to this Petition as Exhibit 14.

31. On February 18, 2014, Petitioners filed a Joint Motion for Rehearing on the Order approving the 2nd Agreement. The Motion for Rehearing sought a Commission order (1) granting rehearing on the Order approving the 2nd Agreement on the ground that the Order was affected by errors of law and fact; (2) rescinding the Order; (3) directing that a public adjudicatory hearing, presided over by an administrative law judge be held regarding the 2nd Agreement and alternatives for meeting reliability needs; (4) modifying any resulting RSSA to protect customers from unjust and unreasonable rates. *See* Joint Motion for Rehearing (Feb. 28, 2014), annexed to this Petition as Exhibit 15.

32. Public Service Law ("PSL") § 22 provides that "[t]he decision of the commission granting or refusing the application for a rehearing *shall be made within thirty days after the making of such application.*" (emphasis added).

33. By notice dated March 5, 2014, the Commission announced that it had filed a purported "Notice of Proposed Rulemaking" with the Department of State concerning the Motion for Rehearing. *See* Notice Concerning Petition for Rehearing (March 5, 2014), annexed to this Petition as Exhibit 16.

34. The purported "Notice of Proposed Rulemaking" consisted in its entirety of Petitioners' Motion for Rehearing. Neither the Commission's March 5, 2014 Notice nor the "Notice of Proposed Rulemaking" cited any legal authority for converting Petitioners' Motion for Rehearing into a rulemaking proceeding.

35. Despite the clear requirement of PSL § 22 that the Commission either grant or deny a motion for rehearing within 30 days after filing, the Commission’s March 5, 2014 Notice purported to give parties to the Proceeding until May 5, 2014 — more than 70 days after filing — to submit comments on Petitioners’ Motion for Rehearing.

36. Pursuant to PSL § 22, the Commission was required to either grant or deny Petitioners’ Motion for Rehearing within 30 days of filing: by no later than March 20, 2014.

37. More than five months have passed since the filing of Petitioners’ Motion for Rehearing without any decision by the Commission on whether to grant or deny the motion.

38. The Commission’s purported conversion of Petitioners’ Motion for Rehearing into a Notice of Proposed Rulemaking and its failure to render a decision within the timeframe imposed by PSL § 22 effectively denied Petitioners’ Motion for Rehearing.

FIRST CAUSE OF ACTION

39. Petitioners repeat and reallege the allegations in paragraphs 1 through 38 as though fully set forth herein.

40. The 2nd Agreement requires ratepayers to pay for capital investments in the Cayuga plant that are excessive or unnecessary to allow the Cayuga plant to “operate safely and reliably through the term of the agreement.”

41. The 2nd Agreement requires ratepayers to pay for a \$12.5 million mercury control system for achieving environmental compliance at Unit 2 of the Cayuga plant, when the NYSEG Document reports that a \$3 million system would likely be sufficient to achieve such compliance.

42. The 2nd Agreement requires ratepayers to pay for \$12.68 million in capital investments for the Cayuga plant in 2016 that appear designed to subsidize the continued operation of the Cayuga plant well past June 2017.

43. The 2nd Agreement will result in unjust and unreasonable rates.

44. The Commission's Order approving the 2nd Agreement is therefore in violation of lawful procedure, affected by an error of law, arbitrary and capricious, and an abuse of discretion.

SECOND CAUSE OF ACTION

45. Petitioners repeat and reallege the allegations in paragraphs 1 through 44 as though fully set forth herein.

46. The 2nd Agreement requires Cayuga to reimburse ratepayers, at most, only 50% of the capital investments in the Cayuga plant if the company decides to resume operating the plant after the 2nd Agreement expires.

47. By not requiring full reimbursement of such capital expenditures, the Commission has failed to ensure that ratepayers are required to pay only just and reasonable rates.

48. The Commission's Order approving the 2nd Agreement therefore is in violation of lawful procedure, affected by an error of law, arbitrary and capricious, and an abuse of discretion.

THIRD CAUSE OF ACTION

49. Petitioners repeat and reallege the allegations in paragraphs 1 through 48 as though fully set forth herein.

50. The 2nd Agreement fails to authorize and require NYSEG to terminate or limit the scope of the agreement in the event that it is determined before June 2017 that one or both of the units at the Cayuga plant is not needed to ensure reliability.

51. The 2nd Agreement limits the timeframe during which NYSEG can restrict the 2nd Agreement to only a single unit at the Cayuga plant to only a four-month period in 2016.

52. In the event that one of the two Cayuga units is unneeded, the 2nd Agreement allows Cayuga, not NYSEG, to determine which of the two units should be removed from the 2nd Agreement, rather than requiring that the unit facing the highest capital costs be removed.

53. The Commission's Order approving the 2nd Agreement therefore is in violation of lawful procedure, affected by an error of law, arbitrary and capricious, and an abuse of discretion

FOURTH CAUSE OF ACTION

54. Petitioners repeat and reallege each and every allegation in paragraphs 1 through 53 as though fully set forth herein.

55. The only evidentiary document supporting the 2nd Agreement in the record is the NYSEG Document.

56. The NYSEG Document does nothing more than present, in bullet point fashion, NYSEG's conclusions regarding the alternatives submitted in response to the Commission-mandated competitive bidding process and fails to provide any supporting documentation or evidence supporting those conclusions.

57. The Commission failed to independently evaluate the assumptions and conclusions in the NYSEG Document.

58. The Commission failed to independently evaluate the alternatives to the 2nd Agreement submitted in response to the Commission-mandated competitive bidding process.

59. As a result of these failures, there is no reasonable basis in the record for the Commission to conclude that the 2nd Agreement will result in rates that are just and reasonable, and the Commission's Order approving the 2nd Agreement therefore is in violation of lawful procedure, affected by an error of law, arbitrary and capricious, and an abuse of discretion.

FIFTH CAUSE OF ACTION

60. Petitioners repeat and reallege each and every allegation in paragraphs 1 through 59 as though fully set forth herein.

61. The Commission's unreasonable failure and refusal to provide Petitioners with an unredacted or substantially less redacted version of the NYSEG Document prior to the close of the public comment period, as specifically requested by Petitioners, was in violation of lawful procedure, affected by an error of law, arbitrary and capricious, and an abuse of discretion.

SIXTH CAUSE OF ACTION

62. Petitioners repeat and reallege each and every allegation in paragraphs 1 through 61 as though fully set forth herein.

63. The Commission's unreasonable failure and refusal to provide Petitioners with an unredacted or substantially less redacted version of the NYSEG Document prior to the close of the public comment period prevented Petitioners' meaningful participation in the Proceeding.

64. Because Petitioners were not provided with an unredacted or substantially less redacted version of the NYSEG Document in a timely manner, they were deprived of a full and adequate opportunity to review and comment on the Document during the public comment period established by the Commission.

65. There is nothing in the record to suggest that the Commission considered Petitioners' late-filed supplemental comments concerning the NYSEG Document.

66. Petitioners were deprived of a meaningful opportunity to present evidence on the issues ultimately determined by the Commission.

67. As a result of the foregoing, the Commission's Order approving the 2nd Agreement was in violation of lawful procedure, affected by an error of law, arbitrary and capricious, and an abuse of discretion.

SEVENTH CAUSE OF ACTION

68. Petitioners repeat and reallege the allegations in paragraphs 1 through 67 as though fully set forth herein.

69. In the alternative, the Commission failed to perform a duty imposed by statute by failing to either grant or deny Petitioners' Motion for Rehearing within 30 days as required by PSL § 22.

WHEREFORE, Petitioners respectfully request that this Court enter judgment against Respondents pursuant to CPLR §§ 7803(1), 7803(3) and 7806 as follows:

- A. Adjudging and declaring that the issuance of the Commission's Order approving the Agreement was in violation of lawful procedure, affected by an error of law, arbitrary and capricious, and an abuse of discretion;
- B. Annuling and vacating the Order in its entirety;
- C. In the alternative, ordering the Commission to forthwith issue a ruling granting or denying Petitioners' Motion for Rehearing, and temporarily staying this action pursuant to CPLR § 2206 pending issuance of that ruling;
- D. Granting Petitioners the costs and disbursements of this action; and

E. Granting such other and further relief as the Court deems just and proper.

Dated: New York, New York
July 18, 2014

Respectfully submitted,

_____/s/_____

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