

112 FERC ¶ 61,253
UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Joseph T. Kelliher, Chairman;
Nora Mead Brownell, and Suedeem G. Kelly.

Berkshire Power Company, LLC

Docket Nos. ER05-1179-000
ER05-1179-001

ORDER CONDITIONALLY ACCEPTING AND SUSPENDING AGREEMENT
AND ESTABLISHING HEARING AND SETTLEMENT JUDGE PROCEDURES

(Issued September 6, 2005)

1. On June 30, 2005, as amended on July 1 and 8, 2005, Berkshire Power Company, LLC (Berkshire) filed an unexecuted Reliability Must Run (RMR) Agreement (Agreement) for the supply of power at cost-based rates from its 245 MW natural gas-fired combined-cycle electric generating facility in Agawam, MA (Facility), as requested by ISO New England Inc. (ISO-NE), to ensure reliability. In this order, we conditionally accept and suspend, for a nominal period, this Agreement, make it effective, subject to refund, and establish hearing and settlement judge procedures. We also direct Berkshire to submit a compliance filing within 30 days of the date of this order.

I. Background

2. ISO-NE has authority, pursuant to Market Rule 1,¹ to negotiate power supply agreements for the purchase of electricity at cost-based rates from generation facilities that ISO-NE identifies as being necessary to ensure reliability, but which are unable to recover operating costs under current market conditions. In recent directives, the Commission approved limited-term RMR agreements for newer, baseload facilities

¹ Market Rule 1 permits ISO-NE to enter into contracts for the supply of power at cost-based rates where the generation facilities from which power is to be supplied are needed for reliability in New England, and where the generation facility has demonstrated that it has not earned sufficient revenues in the market to keep the facility in operation.

needed for reliability demonstrating an inability to earn sufficient revenues to keep generation operational due to market flaws.²

II. Berkshire Filing

3. Berkshire's facility is interconnected to transmission facilities owned by Western Massachusetts Electric Company, through a 115-kV transmission line into the South Agawam substation. Berkshire explains that the principal owners of Berkshire are a subsidiary of El Paso Corp. and an equity fund managed by Energy Investors Funds (EIF), and that El Paso Marketing, L.P. (EPM) performs project management, administrative, finance and accounting functions for the Facility. EPM also supplies all of the Facility's natural gas requirements, and is responsible for marketing all of the power output of the Facility. Berkshire further states that it had a one-time agreement for spare parts from Alstom Power, Inc. (Alstom), and an agreement for construction management and public relations services from PDC Berkshire Power Company, L.P.³

4. Berkshire contends that it has met the requisite criteria for RMR treatment and compensation based on cost-of-service rates. Berkshire argues that ISO-NE has determined that the Facility is needed to prevent overloads on the 115-kV transmission system in the Springfield, MA area. Berkshire also states that revenue from the sale of power at market-based rates from the Facility has been insufficient to sustain its operation. Berkshire states that there are no bilateral contracts in effect for the sale of power from the Facility and that all of the available energy is bid into the Day Ahead and Real Time Energy Markets at prices based on the marginal costs of the Facility. Berkshire adds that, although, over the past three years, it has operated an average of 5,800 hours each year,⁴ achieved high annual availabilities, and operated at an efficient heat rate, it has not been able to recover its expenses in the current New England market. Further, it argues, the wholesale market price for electricity in New England cannot adequately compensate Berkshire for the variable costs and fixed costs needed to sustain continued operation of the Facility, since it has experienced losses each year since it commenced operation.

² *Milford Power Company, LLC*, 110 FERC ¶ 61,299 (2005) (*Milford I*), order on reh'g, 112 FERC ¶ 61,154 (2005) (*Milford II*).

³ PDC Berkshire Power Company, L.P. is a subsidiary of Power Development Company, which is a minority owner of Berkshire.

⁴ The Facility operated for 6,047 hours in 2002, 5,437 hours in 2003, and 6,078 hours in 2004.

5. Berkshire calculates its fixed costs at \$10.27 per KW-month. Berkshire projects that, even under the Locational Installed Capacity (LICAP) market design, it would recover less than half of its costs, since the LICAP market design will only produce revenues between \$3.96 and \$5.13 per KW-month.⁵ Berkshire contends that it is now in default under its loan agreements and no longer has access to capital markets. Further, as it does not expect to recover its operating expenses through the sale of power or expect to attract any bilateral contracts at prices high enough to recover its costs in the foreseeable future, Berkshire contends its equity investors do not plan to invest the additional capital needed to sustain its operations.

6. Berkshire explains that the Agreement is identical to ISO-NE's Market Rule 1 *pro forma* Cost-of-Service Agreement. Berkshire's Agreement defines the non-fixed price terms as negotiated between Berkshire and ISO-NE, pursuant to Appendix A of ISO-NE Market Rule 1. Berkshire states that, in return for providing reliability service, it will be paid a monthly fixed cost charge of \$2,516,655 effective July 1, 2005, pursuant to the formula described in Schedule 4 of the Agreement. This charge would enable Berkshire to recover the Facility's fixed expenses including return on investment, income taxes, and fixed operation and maintenance expenses.

7. Berkshire states that it adopted a proxy capital structure of 50 percent debt-to-50 percent equity ratio (50/50), and a return on equity (ROE) of 10.88 percent. Further, Berkshire states that, pursuant to Article 3 of the Agreement, it will submit bids for energy and ancillary services generated by the Facility based only upon the stipulated bid costs.⁶

8. Berkshire contends that it is possible that, after the Agreement expires, upon the implementation of the LICAP market design, the need for the Agreement may be eliminated. However, Berkshire states that, based on ISO-NE's projections for similarly-situated facilities, while the LICAP market design will enable Berkshire to recover more of its fixed costs than it currently recovers, it will not allow Berkshire to recover all of its fixed costs. Berkshire argues that, since it does not expect its costs to significantly change in the future and if ISO-NE LICAP projections prove to be

⁵ Citing Exhibit ISO-23 in Docket No. ER03-563-030 which detailed ISO-NE's LICAP revenue projections.

⁶ The Agreement defines stipulated bid costs as self-adjusting formula rates that reflect agreed-upon formulae and marginal costs for fuel, variable operating and maintenance costs and environmental allowances. See Article 3.2 of Berkshire's Agreement at Original Sheet No. 8.

correct, it thus may need to enter another similar agreement with ISO-NE pursuant to Market Rule 1.⁷

III. Notices of Filings, Interventions, Comments and Protests

9. Notices of Berkshire's filings in Docket Nos. ER05-1179-000⁸ and ER05-1179-001⁹ were published in the *Federal Register*, with motions to intervene or protests due on before July 21, 2005. On July 21, 2005, Dominion Energy New England, Inc. and Dominion Energy Marketing, Inc. (collectively, Dominion Energy) and the New England Power Pool Participants (NEPOOL) filed timely motions to intervene. Western Massachusetts Electric Company (WMECO), the Massachusetts Attorney General and NRG Companies filed motions to intervene out-of-time. ISO-NE filed a motion to intervene out-of-time and protest. Massachusetts Municipal Wholesale Electric Company (MMWEC) filed a motion to intervene out-of-time and protest. Berkshire filed an answer. MMWEC filed a response to Berkshire's answer. On August 23, 2005, Berkshire submitted an answer to MMWEC's answer.

IV. Discussion

A. Procedural Matters

10. Pursuant to Rule 214 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.214 (2005), the timely, unopposed motions to intervene serve to make the entities that filed them parties to this proceeding. Given the early stage of the proceeding, the lack of undue prejudice or delay and the party's interest, we find good cause to grant, under Rule 214, ISO-NE's, MMWEC's, WMECO's, Massachusetts Attorney General's and NRG Companies unopposed, untimely motions to intervene in this proceeding.

11. Rule 213(a)(2) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.213(a)(2) (2005), prohibits answers to protests and answers unless otherwise ordered by the decisional authority. We are not persuaded to accept Berkshire's and MMWEC's answers and will, therefore, reject them.

⁷ Berkshire states Market Rule 1 contemplates that ISO-NE can enter into cost-of-service agreements for reliability services, and that this would not be inconsistent with the LICAP market design, which is intended to reduce, not eliminate, the necessity for cost-of-service agreements.

⁸ 70 Fed. Reg. 40,699 (2005).

⁹ 70 Fed. Reg. 42,050-51 (2005).

B. Protests

1. ISO-NE's Protest

12. ISO-NE argues that Berkshire did not adopt the appropriate calculation of Accumulated Deferred Income Taxes (ADIT). In developing the underlying revenue requirement for the monthly fixed-cost charge, Berkshire states that it added the book tax depreciation for year-end 2003 to an estimate for 2004, and the result was subtracted from book depreciation. The difference between tax and book was multiplied by the income tax rate to get the ADIT. ISO-NE states that a more appropriate ADIT calculation should use the tax basis for both tax depreciation and book depreciation. ISO-NE points out that the Agreement shows a significant difference between the tax basis (approximately \$147 million) and the book basis (approximately \$136 million). As such, ISO-NE believes that only the tax basis should be used to calculate the ADIT.

13. ISO-NE also contends that Berkshire has not provided adequate supporting documentation for its assertion that the insurance expense in the Agreement includes a claim for \$2.1 million as a *pro forma* adjustment to expense, and also that the general liability insurance was offset by a claim from 2001. ISO-NE therefore argues that Berkshire should be required to provide additional information in both instances.

2. MMWEC's Protest

14. In its protest, MMWEC asks that the Commission reject the proposed Agreement, or, in the alternative, suspend it, make it effective subject to refund, and set it for hearing. MMWEC argues that Berkshire has not met the criteria as delineated in *Bridgeport Energy*,¹⁰ and further has not shown that it is just and reasonable to extend a contractual cost-of-service guarantee to its Facility. MMWEC argues that RMR agreements like the one Berkshire proposes are the exception to the rule of competition and are a remedy of "last resort." These agreements, MMWEC argues, should not be used as supplemental funding to be accessed any time a generator is found to be "needed for reliability." Berkshire has not shown that it has reached the "last resort" stage, nor has it threatened to deactivate if its proposed Agreement is rejected.

15. According to MMWEC, the Commission's standard for RMR approval depends on whether the facility in question is not earning sufficient funds to cover

¹⁰ See *Bridgeport Energy, LLC*, 112 FERC ¶ 61,077 at P 34 (2005) (*Bridgeport Energy*).

expenses “ordinarily necessary to keep a facility available.”¹¹ Further, MMWEC argues, the Commission will “compare facility costs like fixed [operation and maintenance costs, administrative and general costs], and taxes to revenues earned in the energy and capacity markets.”¹² MMWEC contends that Berkshire has not shown that an RMR Agreement is the “only avenue” by which to keep the Facility operational pending LICAP since Berkshire was able to cover its costs during 2000, 2001 and 2002. MMWEC argues that Berkshire’s claim that it was unable to cover its costs in 2003 and 2004 was apparently the result of a significant increase in its fuel costs during that period, and not because of a design flaw in the New England market.

16. MMWEC further contends that, even if fuel costs increased, Berkshire does not substantiate the reasons for the under-recovery of its costs, including financial, economic and market design. MMWEC infers that the reason for Berkshire’s inability to cover its facility costs, like the facility in the *Bridgeport Energy* proceedings, is not the result of a flawed market, but rather because it has a natural gas-fired, combined-cycle facility and because of a temporary surplus supply of baseload generation in the New England region. Additionally, MMWEC states that the region of the New England grid that Berkshire supplies is not prone to congestion. MMWEC elaborates that the more efficient generation is dispatched first, and contends that, among others with higher variable costs, natural gas facilities are typically dispatched less frequently, primarily during peak or super-peak periods. Further, MMWEC contends, Berkshire was developed and constructed during this period of surplus and therefore cannot argue that the risks were unknown or unforeseeable.

17. Additionally, MMWEC asserts that Berkshire’s proposal for its fixed cost charges set on a non-levelized basis is unjust and unreasonable. MMWEC contends that the Commission should not treat new and older units on an equivalent basis. MMWEC asserts that capital charges are greatest when a unit first enters service, but decline over time. It states that setting short-term RMR rates on a non-levelized basis runs the risk of significant over-recovery. Further, MMWEC states that Berkshire has not demonstrated that it is just and reasonable to use its proposed capital structure.

18. MMWEC contends that the inclusion of “management fees” in its administrative and general expenses should be rejected, because the basis of including the fees is not stated, nor is it obvious. Further, MMWEC states that Berkshire lists \$450,000 of electricity purchases, which require explanation. MMWEC states the

¹¹ *Citing Milford I and Milford II.*

¹² *Citing Bridgeport Energy, LLC, 112 FERC ¶ 61,077 (2005) (Bridgeport Energy).*

filing does not appear to contain supporting information for these substantial purchase costs. In addition, MMWEC asserts that Berkshire does not explain whether there were gas sales for which revenues should be credited against the gas expenses shown, or whether the gas expense figures have been adjusted such that they are limited to Facility gas consumption costs.

19. MMWEC argues that the filing does not address potential dual fuel capability issues. MMWEC contends that it is not clear from the filing whether the costs of oil-related equipment, which appears to serve no useful purpose in current operations, are included in the rate base that Berkshire proposes to use to set the rates. To the extent such expenses are included in rate base; MMWEC objects and asks that they be removed.

20. Lastly, MMWEC contends that Berkshire's witness testifies that he has included a cash working capital allowance based on "one-eighth of the sum of non-fuel O&M and A&G," which he states is "traditional."¹³ MMWEC protests the cash working capital allowance as overstated. Additionally, MMWEC objects to inclusion of expenses related to entertainment, country club dues and various charitable contributions. It asserts that none of these entries is properly included in the cost-of-service.

C. Commission Analysis

21. The Commission's preliminary analysis of Berkshire's filing indicates that it has not been shown to be just and reasonable, and may be unjust, unreasonable, unduly discriminatory or preferential or otherwise unlawful. Accordingly, we will conditionally accept Berkshire's proposed RMR Agreement for filing, suspend it for a nominal period, to become effective on July 1, 2005, subject to refund, and set it for hearing and settlement judge procedures as ordered below.

22. As the Commission stated in *Bridgeport Energy*, we do not take the position that ISO-NE designating a generator as "needed for reliability" guarantees Commission approval of an RMR agreement.¹⁴ In fact, an RMR agreement should be viewed as a tool of last resort for a generator.¹⁵ The Commission must examine the

¹³ MMWEC Protest at 18.

¹⁴ *Bridgeport Energy*, 112 FERC ¶ 61,077 at P 32.

¹⁵ See *Devon Power LLC*, 103 FERC ¶ 61,082 at P 31, *reh'g granted in part and denied in part*, 104 FERC ¶ 61,123 (2003).

facts of each proposed RMR agreement to ensure that the rates and charges for the sale of electric energy are just and reasonable.

23. We find that whether the proposed Agreement is necessary for Berkshire to recover its costs raises issues of material fact that cannot be resolved on the record before us, and are more appropriately addressed in the hearing and settlement judge procedures ordered below. If it is determined that the proposed Agreement is necessary for the Facility to maintain operations, then the hearing and settlement judge procedures established in this order should consider the entire cost of service exclusive of the issues we address summarily below.

24. While we are setting these matters for a trial-type evidentiary hearing, we encourage the parties to make every effort to settle their disputes before hearing procedures are commenced. To aid the parties in their settlement efforts, we will hold the hearing in abeyance and direct that a settlement judge be appointed, pursuant to Rule 603 of the Commission's Rules of Practice and Procedure.¹⁶ If the parties desire, they may, by mutual agreement, request a specific judge as a settlement judge in the proceeding; otherwise the Chief Judge will select a judge for this purpose.¹⁷ The settlement judge shall report to the Chief Judge and the Commission within 60 days of the date of this order concerning the status of settlement discussions. Based on this report, the Chief Judge shall provide the parties with additional time to continue their settlement discussions or provide for the commencement of a hearing by assigning the case to a presiding judge.

1. Need for RMR Agreement

25. As in *Bridgeport Energy*, the Commission will compare generating facility costs such as fixed O&M, A&G, and taxes to revenues earned in the energy and capacity markets in determining whether a proposed RMR Agreement is necessary for a generating facility to remain operational.¹⁸ The Commission also will include Berkshire's debt service payments in the cost-of service comparison; Berkshire's debt

¹⁶ 18 C.F.R. § 385.603 (2005).

¹⁷ If the parties decide to request a specific judge, they must make their request to the Chief Judge by telephone at 202-502-8500 within five days of the date of this order. The Commission's website contains a listing of Commission judges and a summary of their background and experience (www.ferc.gov - click on Office of Administrative Law Judges).

¹⁸ *Bridgeport Energy*, 112 FERC ¶ 61,077 at P 36.

service payments are fixed payments that Berkshire is obligated to pay to its creditors to maintain operation of the Facility and avoid foreclosure.

2. Waiver of Prior Notice Requirement

26. Berkshire requests waiver of the Commission's prior notice requirement¹⁹ and ask that the Commission accept the filing and permit it to become effective on July 1, 2005. Berkshire argues that, since the Agreement provides for a new service, granting such waiver is consistent with Commission precedent.²⁰ Berkshire states that it was unable to file the Agreement 60 days prior to the proposed effective date because ISO-NE did not confirm that the Facility was needed for reliability until May 6, 2005, and also that ISO-NE did not approve Berkshire's RMR agreement until June 30, 2005.²¹

27. The Commission has granted waiver where: (1) agreements are intended to permit a generator needed to assure system reliability to operate; (2) the applicant may only learn upon very short notice which units will be RMR units; and (3) the applicant may not be able to file 60 days prior to the commencement of service due to short notice.²² ISO-NE notified Berkshire of its RMR determination on May 6, 2005, and requested a unit-specific markup of ISO-NE's *pro forma* RMR agreement in this determination letter. On June 23, 2005, the markups were submitted to ISO-NE, and on June 30, 2005, Berkshire received the necessary confirmation from ISO-NE to file the Agreement with the Commission. Berkshire filed the Agreement on the same day that it received the necessary confirmation. Consistent with prior orders on such agreements, we will grant waiver of the prior notice requirement.

3. Going Forward Costs

28. MMWEC contends the Agreement should be limited to the recovery of "going forward costs," *i.e.*, actual and reasonable out-of-pocket costs incurred during the term of the Agreement.

¹⁹ See 16 U.S.C. § 824d (2000); 18 C.F.R. § 35.3 (2005).

²⁰ See *Central Hudson Gas & Electric Corp.*, 60 FERC ¶ 61,106, *order on reh'g*, 61 FERC ¶ 61,089 (1992).

²¹ See Attachment F of Application.

²² See *Mirant Americas Energy Marketing, L.P.*, 105 FERC ¶ 61,359 at P 14-16 (2003) (*Mirant*). See also *Milford I*, 110 FERC ¶ 61,299 at P 25.

29. The Commission will reject MMWEC's proposal that the Agreement be limited to going forward costs. We allow a full cost of service approach as consistent with the cost-of-service provisions of Market Rule 1.²³ In prior RMR proceedings, moreover, the Commission has permitted recovery of both fixed costs and variable costs as essential costs for the services that the units continue to provide.²⁴ Additionally, a full cost-of-service approach is appropriate for agreements that mirror Market Rule 1's *pro forma* Cost-of-Service Agreement, because any "other" revenues earned by these units in the market are credited against the monthly charges.

4. Reliability Determination

30. Berkshire has included ISO-NE's reliability determination with its filing.²⁵ In this reliability determination, ISO-NE determined that, while Berkshire was not located in an import-constrained sub-area, nor was it needed for New England System-Wide resource adequacy, it was needed for local area transmission reliability support. In developing this determination, ISO-NE found that: Berkshire was one of the local area's major generating units; that this local area was interconnected through a 115-kV transmission system that cannot support the entire load in the area; and that this local area thus sometimes requires generation in the area (including Berkshire) to run out of merit.

31. The distinct segment of this transmission line that is exposed to overloads under most conditions is the underground cable from East Springfield, MA to Breckwood, MA (Circuit 1322). ISO-NE concluded that, if the West Springfield Generating Unit 3 was out of service, Circuit 1322 would exceed the LTE rating²⁶ during many hours in the year for operational contingencies, and this would require Berkshire as the next largest generating unit to remain online to maintain reliability.

²³ See Market Rule 1, Appendix A, Exhibit 2, section 3.3.1.

²⁴ See *Mirant*, 105 FERC ¶ 61,359 at P 36; *PSEG Power Connecticut*, 110 FERC 61,020 at P 30 (2005), *order on reh'g*, 110 FERC ¶ 61,441 (2005) (PSEG); *Milford I* at P 70; *Bridgeport Energy, LLC*, 112 FERC ¶ 61,077 at P 46.

²⁵ Attachment F of Application (ISO New England System Planning Department Evaluation of Need for Berkshire Power Generating Unit (April 27, 2005)).

²⁶ The LTE rating or Long Time Emergency Limit, is an emergency transmission load ratings that indicates a potential for equipment loss of life or tensile strength in excess of design criteria, and should not be deliberately scheduled. See ISO-NE Operating Procedures 16 for Transmission System Data (http://www.isone.com/rules_proceeds/operating/ison/op16/index.html).

32. We find that Berkshire has demonstrated a reliability need for its facility to provide, *inter alia*, transmission loading relief for Circuit 1322 and the local service area. This finding, however, does not mean that an RMR agreement, like the proposed Agreement at issue here, is necessary. This latter question we have set for hearing.

5. Miscellaneous

33. We reject Berkshire's proposed revision to Article 2.3, which essentially permits the potential continuation of the Agreement beyond the implementation of LICAP. Berkshire has not justified the need to depart from ISO-NE's *pro forma* contract language and continue this Agreement indefinitely; this termination date issue has been addressed in prior orders.²⁷

34. Berkshire has designated the RMR agreement as Service Agreement No. 1. The Agreement is not appropriately characterized as containing only market-based rates offered under Berkshire's market-based rates tariff. We direct Berkshire, within 30 days of the date of this order, to make a compliance filing designating the Agreement as a stand alone rate schedule rather than a service agreement under its market-based rates tariff.²⁸

The Commission orders:

(A) The proposed Agreement filed by Berkshire is hereby accepted for filing, as modified, and suspended for a nominal period, to become effective July 1, 2005, subject to refund, as discussed in the body of this order.

(B) Pursuant to the authority contained in and subject to the jurisdiction conferred upon the Federal Energy Regulatory Commission by section 402(a) of the Department of Energy Organization Act and the Federal Power Act, particularly sections 205 and 206 thereof, and pursuant to the Commission's Rules of Practice and Procedure and regulations under the Federal Power Act (18 C.F.R. Chapter I), a public hearing shall be held concerning the proposed Agreement. However, the hearing shall be held in abeyance to provide time for settlement judge procedures, as discussed in Paragraphs (C) and (D).

²⁷ See, e.g., *PSEG*, 110 FERC ¶ 61,020 at P 56-57.

²⁸ *Revised Public Utility Filing Requirements*, Order No. 2001, FERC Stats. & Regs. ¶ 31,127, *reh'g denied*, Order No. 2001-A, 100 FERC ¶ 61,074, *reh'g denied*, Order No. 2001-B, 100 FERC ¶ 61,342 (2002).

(C) Pursuant to Rule 603 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.603 (2005), the Chief Administrative Law Judge is hereby directed to appoint a settlement judge in this proceeding within fifteen (15) days of the date of this order. Such settlement judge shall have all powers and duties enumerated in Rule 603 and shall convene a settlement conference as soon as practicable after the Chief Judge designates the settlement judge. If the parties decide to request a specific judge, they must make their request to the Chief Judge within five (5) days of the date of this order.

(D) Within sixty (60) days of the date of this order, the settlement judge shall file a report with the Commission and the Chief Judge on the status of the settlement discussions. Based on this report, the Chief Judge shall provide the parties with additional time to continue their settlement discussions, if appropriate, or assign this case to a presiding judge for a trial-type evidentiary hearing, if appropriate. If settlement discussions continue, the settlement judge shall file a report at least every sixty (60) days thereafter, informing the Commission and the Chief Judge of the parties' progress toward settlement.

(E) If the settlement judge procedures fail and a trial-type evidentiary hearing is to be held, a presiding judge, to be designated by the Chief Judge, shall within fifteen (15) days of the date of the presiding judge's designation, convene a prehearing conference in this proceeding in a hearing room of the Commission 888 First Street, N.E., Washington, D.C. 20426. Such conference shall be held for the purpose of establishing a procedural schedule. The presiding judge is authorized to establish procedural dates and to rule on all motions (except motions to dismiss), as provided in the Commission's Rules of Practice and Procedure.

(F) Berkshire is hereby directed to submit a compliance filing within 30 days of the date of this order, as discussed in the body of this order.

By the Commission.

(S E A L)

Magalie R. Salas,
Secretary.