

133 FERC ¶ 61,200
UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Jon Wellinghoff, Chairman;
Marc Spitzer, Philip D. Moeller,
John R. Norris, and Cheryl A. LaFleur.

Southern California Edison Company

Docket No. ER10-796-001

ORDER GRANTING REHEARING AND ACCEPTING LARGE GENERATOR
INTERCONNECTION AGREEMENT

(Issued December 6, 2010)

1. On May 26, 2010, Southern California Edison Company (SoCal Edison) filed a request for rehearing and request for stay of compliance filing of the April 26, 2010 Commission order conditionally accepting in part and rejecting in part a non-conforming large generator interconnection agreement (LGIA) among SoCal Edison, Calico Solar, LLC, formerly known as SES Solar One, LLC (Calico Solar), and the California Independent System Operator Corporation (CAISO).¹ Calico Solar filed a separate request for rehearing, also on May 26, 2010. This order grants rehearing and accepts the LGIA, to become effective February 26, 2010, as requested.

I. Background

2. On February 25, 2010, SoCal Edison filed the LGIA for Calico Solar's 850 MW solar generating facility (Project), to be located in San Bernardino County, California. The LGIA is based on the CAISO's *pro forma* LGIA. The Project is to be interconnected to SoCal Edison's transmission system at the Pisgah 220kV switchyard and will transmit energy and or ancillary services to the CAISO-controlled grid.

3. SoCal Edison states that Appendix A of the LGIA identifies the interconnection facilities, reliability network upgrades, and distribution upgrades of the LGIA. It states that the network upgrades will be constructed in two phases: Phase 1 will provide interconnection service for up to 275 MW connected to the existing Pisgah 220 kV switchyard, and Phase 2 will provide interconnection service for the full output of the Project.

¹ *Southern California Edison Company*, 131 FERC ¶ 61,071 (2010) (LGIA Order).

4. SoCal Edison has committed to up-front finance the Phase 2 network upgrades, as specifically identified in Appendix A to the LGIA, subject to the following conditions: (1) Calico Solar's payment for the Phase 1 network upgrades had been made; (2) Calico Solar has achieved commercial operation of 275 MW of generating capability from the Project; (3) SoCal Edison has received a Commission order granting it recovery of 100 percent of its prudently incurred costs for the Phase 2 network upgrades if the Project is abandoned due to circumstances outside of SoCal Edison's control (abandoned plant recovery); and (4) Calico Solar has achieved the development milestones set forth in Appendix A to the LGIA. SoCal Edison states that if these conditions are not met, then the LGIA will be amended, and Calico Solar will be responsible to pay the up-front finance costs associated with the Phase 2 network upgrades and will potentially receive transmission credits for such costs in accordance with the LGIA.²

5. At the time of SoCal Edison's and Calico Solar's requests for rehearing of the Commission's LGIA Order, SoCal Edison had not yet filed with the Commission a request for abandoned plant recovery that would be applicable to the Project. As discussed below, subsequently SoCal Edison requested and the Commission granted the abandoned plant recovery incentive for the relevant Lugo-Pisgah Transmission Project.³

II. Protests To LGIA⁴

6. Protests to the LGIA were filed by the Cities of Anaheim, Azusa, Banning, Colton, Pasadena and Riverside, California (collectively, Six Cities) and the M-S-R-Public Power Agency, the City of Redding, California and the City of Santa Clara, California (collectively, the M-S-R Parties) (all collectively, Protesters). SoCal Edison filed an answer to the protests, which the LGIA Order accepted.⁵

² Transmission credits are administered under Article 11.4 of the LGIA.

³ See *Southern California Edison Co.*, 133 FERC ¶ 61,107 (2010) (Lugo-Pisgah Incentive Order).

⁴ The LGIA Order did not address the protests because they related to SoCal Edison's treatment of the Phase 2 upgrades and the LGIA Order rejected those provisions. Accordingly, this order addresses the protests.

⁵ See LGIA Order, 131 FERC ¶ 61,071 at P 7, 23.

7. Protesters argued that the proposed LGIA contains deviations from the *pro forma* LGIA that are not “consistent with or superior to” the terms of the *pro forma* LGIA and should be rejected by the Commission.⁶

8. Protesters also argued that the manner in which SoCal Edison offers up-front funding of network upgrades conditioned on receiving abandoned plant recovery incentive is discriminatory and provides SoCal Edison with undue competitive advantages.⁷

9. The main thrust of Protesters’ argument is that SoCal Edison chooses to provide up-front funding for network upgrades to developers with whom SoCal Edison has a purchase power agreement, while requiring other developers to provide the up-front financing of network upgrades themselves, in the manner provided under the *pro forma* LGIA.⁸

10. M-S-R Parties specifically note that SoCal Edison has not provided up-front financing of network upgrades for all the LGIAs SoCal Edison has recently filed with the Commission. M-S-R Parties state that a review of other SoCal Edison LGIAs filed with the Commission within the last year reveals that SoCal Edison agreed to provide up-front funding of network upgrades in three LGIAs, each of which had a purchase power agreement with SoCal Edison. M-S-R Parties further assert that SoCal Edison has not agreed to provide up-front financing of network upgrades in three LGIAs in which SoCal Edison has not entered into a purchase power agreement.⁹

11. Protesters also argue that by agreeing to up-front fund the network upgrades in the LGIA with Calico Solar, SoCal Edison gains an unfair advantage over other load-serving entities in acquiring renewable generation contracts. Protesters argue that SoCal Edison’s unfair advantage exists because, as the transmission provider, SoCal Edison can recover the costs of generation interconnection from SoCal Edison’s transmission ratepayers, whereas other load-serving entities are unable to fund network upgrades.¹⁰

⁶ Six Cities Protest at 2-3, M-S-R Parties Protest at 14-15.

⁷ Six Cities Protest at 4-7, M-S-R Parties Protest at 7-13.

⁸ See Six Cities Protest at 6, M-S-R Parties Protest at 7-8.

⁹ M-S-R Parties Protest at 9-11.

¹⁰ Six Cities Protest at 6-7, M-S-R Parties Protest at 12.

12. M-S-R Parties also claim that SoCal Edison's pattern of LGIA filings raises a concern that SoCal Edison may be violating the Commission's standards of conduct by failing to maintain the proper separation between SoCal Edison's transmission and marketing arms.¹¹

III. SoCal Edison's Answer

13. SoCal Edison's answer argued that the protests were premature, because SoCal Edison had not yet submitted a request for transmission rate incentives associated with the Lugo-Pisgah Transmission Project.¹²

14. SoCal Edison also argued that the LGIA provisions related to abandoned plant recovery did not constitute a material deviation from CAISO's *pro forma* LGIA. SoCal Edison pointed out that CAISO's *pro forma* LGIA explicitly provides the transmission owner the option to finance network upgrades up-front. SoCal Edison also stated that there is nothing in the CAISO tariff or Commission precedent that imposes conditions on when a transmission owner may choose to exercise the option to fund network upgrades up-front.¹³

15. SoCal Edison argued that Protesters' contention that the abandoned plant recovery condition is discriminatory or provides SoCal Edison with a competitive advantage is based on speculation. SoCal Edison stated that its decision to fund network upgrades up-front was not based on the fact that an interconnection customer has a purchase power agreement with SoCal Edison.¹⁴

16. In support of its argument that the abandoned plant recovery condition is not discriminatory, SoCal Edison pointed out that it has agreed to up-front fund network upgrades in connection with the Eldorado-Ivanpah Transmission Project (EITP), despite

¹¹ M-S-R Parties Protest at 12-14 (citing *Open Access Same-Time Information System and Standards of Conduct*, Order No. 889, FERC Stats. & Regs. ¶ 31,035 (1996), *order on reh'g*, Order No. 889-A, FERC Stats & Regs. ¶ 31,049, *reh'g denied*, Order No. 889-B, 81 FERC ¶ 61,253 (1997); *Standards of Conduct for Transmission Providers*, Order No. 717, FERC Stats. & Regs. ¶ 31,280 (2008), *order on reh'g*, Order No. 717-A, 129 FERC ¶ 61,043, *order on reh'g*, Order No. 717-B, 129 FERC ¶ 61,123 (2009), *order on reh'g*, Order No. 717-C, 131 FERC ¶ 61,045 (2010).

¹² SoCal Edison Answer at 3.

¹³ *Id.* at 4.

¹⁴ *Id.* at 5.

the fact that Pacific Gas & Electric Company (PG&E) has executed purchase power agreements for significant amounts of the generation to be interconnected by the EITP.¹⁵

17. SoCal Edison disputed the M-S-R Parties' claim that SoCal Edison had only agreed to fund network upgrades up-front in connection with those LGIAs involving generators with whom SoCal Edison had purchase power agreements. According to SoCal Edison, no network upgrades were required by any of the LGIAs referenced by the M-S-R Parties and therefore SoCal Edison did not have to decide on whether to commit any funds up-front.¹⁶

IV. The April 26, 2010 LGIA Order

18. The LGIA Order conditionally accepted in part and rejected in part the LGIA with Calico Solar. The Commission found that, although SoCal Edison indicated its intention to do so, it had not yet filed a petition for declaratory order requesting that the Commission grant abandoned plant approval for the Phase 2 upgrades. The LGIA Order found SoCal Edison's inclusion of abandoned plant recovery provisions in the LGIA to be premature. Additionally, the Commission found that SoCal Edison had not clearly indicated the need for an LGIA for Phase 2 to be on file at this time, given the conditions stipulated for funding by SoCal Edison.

19. The LGIA Order did not address the issues raised by protesters related to SoCal Edison's treatment of the Phase 2 upgrades because the LGIA Order rejected those provisions. The LGIA Order granted waiver of the 60-day notice requirement for good cause shown and conditionally accepted the provisions of the LGIA that pertain to Phase 1, effective February 26, 2010.¹⁷

¹⁵ *Id.* at 6.

¹⁶ SoCal Edison Answer at 6, explaining that no network upgrades were associated with Brea Power II, Dagget Ridge, or Western Wind Energy generator interconnections. SoCal Edison further pointed out that the Alta Wind LGIA was within the Tehachapi Project, for which SoCal Edison has previously received Commission approval to up-front fund network upgrades.

¹⁷ See *Central Hudson Gas & Electric Corp.*, 60 FERC ¶ 61,106, at 61,338-339, *order on reh'g*, 61 FERC ¶ 61,089 (1992); see also *Prior Notice and Filing Requirements under Part II of the Federal Power Act*, 64 FERC ¶ 61,139, at 61,984, *order on reh'g*, 65 FERC ¶ 61,081 (1993) (waiver of prior notice will be granted if service agreements are filed within 30 days after service commences).

20. Finally, the LGIA Order directed SoCal Edison to make a compliance filing that removed the provisions related to the Phase 2 network upgrades. The Commission indicated that if SoCal Edison later files an amended LGIA that includes the Phase 2 network upgrades, it will need to support its deviations from the CAISO *pro forma* LGIA in accordance with Commission precedent. In Order No. 2003,¹⁸ the Commission required Transmission Providers to file *pro forma* interconnection documents and to offer their customers interconnection service consistent with these documents.¹⁹ At the same time, the Commission recognized that there would be a small number of extraordinary interconnections where reliability concerns, novel legal issues, or other unique factors would call for non-conforming agreements.²⁰ In such cases, the Commission analyzes such non-conforming filings to ensure that reliability concerns, novel legal issues, or other unique factors necessitate the non-conforming provisions.²¹ The Commission made clear in Order No. 2003 that the filing party must clearly identify the portions of the interconnection agreement that differ from its *pro forma* agreement and explain why the circumstances require a non-conforming interconnection agreement.²² A party seeking a case-specific deviation from an approved *pro forma* interconnection agreement bears a burden to explain what makes the interconnection unique and why its changes are

¹⁸ *Standardization of Generator Interconnection Agreements and Procedures*, Order No. 2003, FERC Stats. & Regs. ¶ 31,146 (2003), *order on reh'g*, Order No. 2003-A, FERC Stats. & Regs. ¶ 31,160, *order on reh'g*, Order No. 2003-B, FERC Stats. & Regs. ¶ 31,171 (2004), *order on reh'g*, Order No. 2003-C, FERC Stats. & Regs. ¶ 31,190 (2005), *aff'd sub nom. Nat'l Ass'n of Regulatory Util. Comm'rs v. FERC*, 475 F.3d 1277 (D.C. Cir. 2007).

¹⁹ *Florida Power & Light Co.*, 118 FERC ¶ 61,176, at P 10 (2007) (*FP&L*).

²⁰ Order No. 2003, FERC Stats. & Regs. ¶ 31,146 at P 913-915; *FP&L*, 118 FERC ¶ 61,176 at P 11.

²¹ *See PJM Interconnection, L.L.C.*, 111 FERC ¶ 61,098, at P 9 (2005) (*PJM*); *Southern Company Servs., Inc.*, 116 FERC ¶ 61,231, at P 14 (2006) (*Southern*).

²² Order No. 2003-B, FERC Stats. & Regs. ¶ 31,171 at P 140 (“[E]ach Transmission Provider submitting a non-conforming agreement for Commission approval must explain its justification for each nonconforming provision and provide a redline document comparing the nonconforming agreement to the effective *pro forma* [Interconnection Agreement].”); *FP&L*, 118 FERC ¶ 61,176 at P 11.

operationally necessary (not merely “consistent with or superior to” to the *pro forma* LGIA).²³

V. Requests for Rehearing

21. On May 26, 2010, SoCal Edison filed a request for rehearing of the Commission’s April 26, 2010 LGIA Order and request for stay of compliance filing. SoCal Edison argues that the Commission’s rejection of the provisions related to the Phase 2 network upgrades, or bifurcation of the LGIA, is inconsistent with the Commission’s interconnection principles in Order No. 2003 and with the CAISO large generator interconnection process (LGIP). SoCal Edison argues that the LGIA cannot be separated into two separate interconnection agreements. SoCal Edison argues that the CAISO LGIP required SoCal Edison to submit a single LGIA for the full 850 MW output of Calico Solar’s plant.

22. SoCal Edison and Calico Solar argue that the executed LGIA is consistent with Calico Solar’s request to interconnect a full 850 MW generating facility. SoCal Edison argues that it is necessary for the LGIA to reflect network upgrades for both Phase 1 and Phase 2 in order to be consistent with the scope of both the interconnection request and the interconnection studies undertaken to analyze the impact of Calico Solar’s 850 MW Project to the transmission system. Calico Solar states that it has, in fact, executed, and is currently negotiating amendments to, renewable power purchase and sale agreements for the full 850 MW output of the generating facility. Calico Solar further states that it has applied to the U.S. Department of Energy (DOE) for a loan guarantee for the full 850 MW pursuant to the DOE’s July 29, 2009 solicitation entitled “Federal Loan Guarantees for Projects that Employ Innovative Energy Efficiency, Renewable Energy, and Advanced Transmission and Distribution Technology.”

23. SoCal Edison clarifies that its willingness to conditionally finance up-front the Phase 2 network upgrades until certain conditions have been met does not eliminate the need for the LGIA to reflect the Phase 2 network upgrades at this time. SoCal Edison states that the inclusion of the provisions related to Phase 2 network upgrades is required by the LGIP and for the Project’s viability. SoCal Edison argues that to remove all provisions related to the Phase 2 network upgrades would leave Calico Solar without an interconnection agreement applicable to 575 MW of the 850 MW Project. SoCal Edison argues that whether it has satisfied a condition to its agreement to fund Phase 2 network upgrades is unrelated to whether the facilities should be included in the LGIA and that it is appropriate for the interconnection customer to bear the risk of abandonment, as

²³ *Id.*

provided in the *pro forma* LGIA until such time as SoCal Edison receives abandoned plant recovery.

24. SoCal Edison argues that the removal of the provisions related to Phase 2 network upgrades is inconsistent with the Commission's interconnection procedures which require Calico Solar to either execute an LGIA on the basis of a completed study results or withdraw from the queue. SoCal Edison states that CAISO, Calico Solar and itself complied with Section 11.2 of the LGIP and that the LGIA Order did not explain why the provisions should be removed.²⁴ SoCal Edison states that because two separate LGIAs are not envisioned in the CAISO tariff, it is unclear how SoCal Edison could file a separate LGIA for the Phase 2 network upgrades.

25. SoCal Edison explains that Calico Solar has an immediate need for an executed LGIA for the entire 850 MW Project in order to continue to develop the Project. SoCal Edison states that with the Commission's rejection of the provisions related to Phase 2 network upgrades as premature in the LGIA Order, the scope of interconnection and its cost impacts are unclear, which may hinder Calico Solar's ability to obtain financing for the entire Project and to negotiate its remaining project agreements.

26. Similarly, Calico Solar clarifies that the fact that SoCal Edison has agreed to finance up-front the Phase 2 network upgrades upon the satisfaction of certain conditions precedent does not eliminate the need for the LGIA to reflect the Phase 2 network upgrades at this time. Calico Solar states that it is required by the LGIP and is essential to its commercial viability that the LGIA include the Phase 2 network upgrades. Calico Solar argues that the LGIA Order left open the scope of the interconnection and its cost impact as to Calico Solar. According to Calico Solar, such uncertainty hinders its ability to negotiate remaining project agreements and to obtain a DOE loan guarantee.

27. Calico Solar requests that, at a minimum, if the Commission does not restore the LGIA, as filed, and requires a separate filing for Phase 2, the Commission should clarify that the LGIA Order does not limit Calico Solar's right to interconnect the full 850 MW Project on the basis of the already-completed interconnection study results, which were codified in the LGIA, as filed. Further, Calico Solar requests confirmation that any rejection of provisions dealing with Phase 2 network upgrades does not change its queue

²⁴ LGIA, Section 11.2 provides that "if the Interconnection Customer has not executed and returned the LGIA, requested filing of an unexecuted LGIA, or initiated Dispute Resolution procedures...within (90) calendar Days after issuance of the final Interconnection Facilities Study report, it shall be deemed to have withdrawn its Interconnection Request."

position, and that it can interconnect Phase 2 to the CAISO-controlled grid with the network upgrades reflected in the interconnection studies already completed.

28. Calico Solar argues that the LGIA should have been treated as a conforming LGIA because Section 11.3 of the *pro forma* LGIA provides that the participating transmission owner may fund network upgrades. Calico Solar further argues that because funding of network upgrades by the participating transmission owner is permissible under the *pro forma* LGIA, the Commission should treat as conforming SoCal Edison's inclusion in the LGIA of the conditions to providing up-front funding. Calico Solar states that rehearing should be granted from the LGIA order because the Commission did not specify which provisions in the LGIA were deemed non-conforming.

29. Finally, SoCal Edison contends that bifurcation of the LGIA will have major impacts on the ability of the interconnection customer to pursue the permitting and financing of its generating facility and will cause procedural hurdles and adversely affect SoCal Edison's ability to meet its in-service date for the transmission facilities. As a result, SoCal Edison requested the Commission to stay its obligation to remove the Phase 2 facilities from the LGIA until the Commission rules on SoCal Edison's request for rehearing.

VI. Subsequent Procedural History

30. On June 24, 2010, the Commission issued a notice granting SoCal Edison an extension of time to submit the compliance filing required by the LGIA Order pending Commission action on the merits of the requests for rehearing in this proceeding.

31. On August 4, 2010, SoCal Edison filed in docket No. EL10-81-000 a petition for declaratory order (Petition), pursuant to Rule 207 of the Commission's Rules of Practice and Procedure.²⁵ The Petition requested approval of certain incentive rate treatments for the proposed Lugo-Pisgah Transmission Project and the Red Bluff Substation Project under Federal Power Act (FPA) section 219²⁶ and Order No. 679.²⁷ The Petition includes a request for abandoned plant recovery that would be applicable to the Project.

²⁵ 18 C.F.R. § 385.207 (2010).

²⁶ 16 U.S.C. § 825s (2006).

²⁷ *Promoting Transmission Investment through Pricing Reform*, Order No. 679, FERC Stats. & Regs. ¶ 31,222, *order on reh'g*, Order No. 679-A, FERC Stats. & Regs. ¶ 31,236 (2006), *order on reh'g*, 119 FERC ¶ 61,062 (2007).

32. As discussed above, on October 29, 2010, the Commission issued an order on SoCal Edison's Petition.²⁸ The Lugo Pisgah Incentive Order granted SoCal Edison's Petition regarding abandoned plant recovery for policy-driven reasons.

VII. Commission Determination

33. In the Lugo-Pisgah Incentive Order, the Commission granted for policy reasons SoCal Edison's request for abandoned plant recovery in connection with the Lugo-Pisgah Project.²⁹ Nevertheless, because the LGIA Order did not discuss Protesters' arguments, it is appropriate to include in this order a discussion of SoCal Edison's proposed LGIA deviations from CAISO's *pro forma* LGIA, as well as the discrimination and competitive advantage claim raised by Protesters.

34. We agree with Protesters that the LGIA in this proceeding contains material deviations from CAISO's *pro forma* LGIA. However, rather than analyzing whether the proposed deviations are "consistent with or superior to" the provisions of the *pro forma* LGIA, as discussed above,³⁰ it is appropriate that we consider whether SoCal Edison has identified and explained the circumstances requiring a non-conforming LGIA.

35. The non-conforming provisions of the Calico Solar LGIA are identical to those we previously approved in connection with SoCal Edison's LGIAs with Desert Sunlight Holdings, LLC (Desert Sunlight)³¹ and with Solar Partners I, LLC (Solar Partners).³² Accordingly, we find that SoCal Edison has identified the portions of the Calico Solar LGIA that differ from the *pro forma* LGIA and adequately explained why the unique circumstances of the interconnection require a non-conforming LGIA.³³

36. In addition, we find that Protesters' arguments in this matter regarding potential undue discrimination, unfair competitive advantage and possible violations of our standards of conduct by SoCal Edison are the same arguments considered and decided in

²⁸ Lugo-Pisgah Incentive Order, 133 FERC ¶ 61,107.

²⁹ See Lugo-Pisgah Incentive Order, 133 FERC ¶ 61,107 at P 89.

³⁰ See *supra* P 20.

³¹ *Southern California Edison Co.*, 133 FERC ¶ 61,019 (2010) (Desert Sunlight Order).

³² *Southern California Edison Co.*, 132 FERC ¶ 61,150 (2010).

³³ See Desert Sunlight Order, 133 FERC ¶ 61,019 at P 37.

connection with the Desert Sunlight Order. The Desert Sunlight Order found no evidence to conclude that the LGIA involved anti-competitive or discriminatory behavior, or was in violation of our standards of conduct.³⁴

37. Thus, having now considered the arguments made by Protesters in connection with the LGIA in this proceeding, including the abandoned plant recovery provisions, we find that Protesters arguments do not justify rejecting the Calico Solar LGIA and will proceed to consider SoCal Edison's and Calico Solar's requests for rehearing of the LGIA Order.

38. The Commission hereby grants SoCal Edison's and Calico Solar's request that the LGIA be accepted as originally filed because the Commission in the Lugo-Pisgah Incentive Order granted SoCal Edison's request for abandoned plant recovery. Based on the fact that since the time that SoCal Edison and Calico Solar filed their requests for rehearing SoCal Edison has now followed our procedures and been granted abandoned plant recovery in our Lugo-Pisgah Incentive Order, the Commission will grant rehearing and accept the LGIA as originally filed, to become effective February 26, 2010.

39. The LGIA Order rejected the provisions of the LGIA pertaining to the Phase 2 network upgrades because SoCal Edison had not yet filed a petition for declaratory order requesting that the Commission grant abandoned plant approval for the Phase 2 upgrades and SoCal Edison had not clearly indicated the need for an LGIA for Phase 2 upgrades to be on file at the time the LGIA Order was issued.³⁵ As discussed above, SoCal Edison has subsequently sought and been granted abandoned plant recovery for the Lugo-Pisgah Transmission Project, which is directly linked to the LGIA in this proceeding. In addition, Calico Solar's and SoCal Edison's requests for rehearing explain that it is necessary for the LGIA to reflect network upgrades for both Phase 1 and Phase 2, in order to be consistent with the scope of the interconnection request and the interconnection studies undertaken to analyze the impact of Calico Solar's 850 MW Project to the transmission system.

40. Accordingly, we are persuaded that there is no longer a need to withhold acceptance of the provisions of the LGIA pertaining to the Phase 2 network upgrades. Because we accept the LGIA as originally filed, the requirement in the LGIA Order that SoCal Edison make a compliance filing removing the provisions of the LGIA related to the Phase 2 network upgrades is rendered moot.

³⁴ *Id.* P 33-35.

³⁵ LGIA Order, 131 FERC ¶ 61,071 at P 24.

The Commission orders:

SoCal Edison's and Calico Solar's requests for rehearing are hereby granted. The LGIA is accepted as originally filed, effective February 26, 2010, as discussed in the body of this order.

By the Commission.

(S E A L)

Nathaniel J. Davis, Sr.,
Deputy Secretary.