

138 FERC ¶ 61,105  
UNITED STATES OF AMERICA  
FEDERAL ENERGY REGULATORY COMMISSION

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

ITC Midwest LLC

Docket Nos. ER11-4486-000  
ER11-4486-001

ORDER ON LATE-FILED AGREEMENTS

(Issued February 13, 2012)

1. On September 9, 2011, as amended December 15, 2011, ITC Midwest LLC (ITC Midwest), pursuant to section 205 of the Federal Power Act (FPA),<sup>1</sup> submitted for filing 38 late-filed agreements, one of which was subsequently withdrawn, between Central Iowa Power Cooperative (CIPCO) or a member or predecessor of CIPCO and Interstate Power and Light Company (Interstate) or one of Interstate's predecessor companies.<sup>2</sup> ITC Midwest states that it is filing these agreements as a result of a comprehensive review that ITC Midwest and its affiliates undertook to ensure compliance with the Commission's filing requirements for agreements that affect or relate to Commission-jurisdictional rates, charges, classifications, or services. As detailed below, this order accepts or conditionally accepts 36 of the 37 late-filed agreements, effective November 9, 2011, as requested, and rejects one of the late-filed agreements, without prejudice.

**I. Background**

2. ITC Midwest is a wholly-owned subsidiary of ITC Holdings Corp. (ITC Holdings) and a transmission-owning member of Midwest Independent Transmission System Operator, Inc. (MISO). In 2007, ITC Holdings, its newly-formed subsidiary ITC

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<sup>1</sup> 16 U.S.C. § 824d (2006).

<sup>2</sup> The agreements are designated as ITC Midwest Rate Schedule Nos. 46-77 and 79-83. Rate Schedule Rate Schedule No. 78 was included in the initial filing; however, ITC Midwest withdrew the agreement in its amended filing on December 15, 2011.

Midwest, and Interstate filed with the Commission an application under section 203 of the FPA<sup>3</sup> for authority for Interstate to sell, and ITC Midwest to acquire, all of Interstate's jurisdictional transmission assets. The Commission approved the application,<sup>4</sup> and ITC Midwest acquired Interstate's transmission assets on December 20, 2007.<sup>5</sup>

3. Prior to 2007, Interstate owned transmission, generation, and distribution facilities that it acquired through a series of mergers and acquisitions involving Iowa Electric Light and Power Company (Iowa Electric), Iowa Southern Utilities Company (Iowa Southern), IES Utilities, Inc., and Interstate Power Company. In 2007, ITC Midwest acquired all of Interstate's jurisdictional transmission facilities and became a fully-independent transmission company while Interstate retained its generation and distribution facilities and continued to maintain wholesale power sales agreements. Thus, when ITC Midwest acquired the Interstate transmission system, it acquired transmission assets - including agreements and service obligations - that over the years had been owned and operated by multiple different entities.

4. On December 21, 2007, Interstate, ITC Midwest, and CIPCO entered into a transmission succession agreement (Succession Agreement) under which ITC Midwest assumed Interstate's responsibility for the transmission-related terms and conditions of existing transmission contracts between Interstate and CIPCO. ITC Midwest provided a copy of the Succession Agreement for informational purposes.<sup>6</sup> ITC Midwest explains that the Succession Agreement outlines how charges under the transmission contracts will be treated, particularly with regard to charges assessed by MISO. The Succession Agreement also identifies numerous contracts and delineates whether each agreement has been fully-assigned or partially-assigned to ITC Midwest. Attachments to the Succession Agreement specify the provisions that Interstate assigned to ITC Midwest and those provisions that remain Interstate's responsibility.

5. ITC Midwest and other ITC Holdings operating companies have recently undertaken a comprehensive review of all of their contracts to ensure compliance with the Commission's filing requirements, especially those agreements that had been assigned to ITC Holdings' operating companies through various sales and mergers. As a result of this review, ITC Midwest has identified agreements that should be, but are not,

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<sup>3</sup> 16 U.S.C. § 824b (2006).

<sup>4</sup> *ITC Holdings Corp.*, 121 FERC ¶ 61,229 (2007).

<sup>5</sup> ITC Midwest Filing at 2-3.

<sup>6</sup> *Id.* at Attachment B.

on file with the Commission or that should have been, but were not, identified as ITC Midwest rate schedules through a notice of succession. To date, ITC Midwest and other ITC Holdings operating companies have filed over 100 late-filed agreements and notices of succession as a result of the review.

## II. Filing

6. As part of its comprehensive review, ITC Midwest reviewed the Succession Agreement and the agreements underlying it and determined that certain transmission contracts should be on file with the Commission. As a result, ITC Midwest submitted 38 late-filed agreements as ITC Midwest rate schedules, one of which was subsequently withdrawn, that were entered into, for the most part, from the late 1940s through the mid-1960s between CIPCO or a member or predecessor to CIPCO and Interstate's predecessor companies (Iowa Electric, Interstate Power Company, and Iowa Southern). ITC Midwest states that it is filing these agreements due to its inability to determine if Interstate or any of its predecessor companies previously filed these agreements with the Commission. ITC Midwest states these late-filed agreements contain no provisions pursuant to which ITC Midwest charges customers and that; accordingly, there are no payments from which ITC Midwest could derive a time-value benefit.

## III. Notices of Filings and Responsive Pleadings

7. Notice of ITC Midwest's filing was published in the *Federal Register*, 76 Fed. Reg. 57,982 (2011), with motions to intervene or protest due on or before September 30, 2011. CIPCO filed a motion to intervene. The Resale Power Group of Iowa and WPPI Energy (collectively, RPGI-WPPI) submitted a motion to intervene and protest. RPGI-WPPI do not object to any of the late-filed agreements; instead, RPGI-WPPI argue that the Succession Agreement, which, as noted, was provided for informational purposes, should instead be on file with the Commission pursuant to section 205 of the FPA. RPGI-WPPI state that the Succession Agreement contains provisions that affect or relate to jurisdictional rates and charges that: (1) establish the manner in which CIPCO's load under its grandfathered agreements is reported to MISO for billing purposes; and (2) delineate the assignment and/or partial assignment of certain functions under existing jurisdictional transmission contracts from Interstate to ITC Midwest.

8. On October 18, 2011, ITC Midwest submitted a motion for leave to answer and answer (Answer). ITC Midwest states that the issues that RPGI-WPPI raise do not address the actual late-filed agreements in this proceeding. Rather, ITC Midwest argues that RPGI-WPPI raise issues that are already being litigated in other Commission proceedings.<sup>7</sup>

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<sup>7</sup> *Interstate Power and Light Co. & ITC Midwest LLC*, 135 FERC ¶ 61,185 (2011).

9. On November 4, 2011, Commission staff issued a deficiency letter requesting that ITC Midwest provide additional information regarding certain late-filed agreements within 30 days of the date of that letter. On November 30, 2011, ITC Midwest requested an extension of time, until December 15, 2011, to respond to the deficiency letter. On December 1, 2011, the Commission granted ITC Midwest's request for additional time and ITC Midwest submitted its responses to the deficiency letter on December 15, 2011 (Amendment). Notice of the Amendment was published in the *Federal Register*, 76 Fed. Reg. 80,356 (2011), with motions to intervene or protest due on or before January 5, 2012.

10. On January 5, 2012, CIPCO filed comments in support of the Amendment.

#### **IV. Discussion**

##### **A. Procedural Matters**

11. Pursuant to Rule 214 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.214 (2011), the timely, unopposed motions to intervene serve to make the entities who filed them parties to this proceeding. Rule 213(a)(2) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.213(a)(2) (2011), prohibits an answer to a protest or an answer to an answer unless otherwise ordered by the decisional authority. We will accept the ITC Midwest Answer because it provided information that assisted us in our decision-making process.

##### **B. Late-Filed Agreements**

12. As detailed below, of the 37 late-filed agreements, the Commission will accept 33, conditionally accept 3, and reject one without prejudice.<sup>8</sup>

#### **1. Fully-Assigned Rate Schedules Accepted for Filing**

##### **a. Accepted as Filed**

13. The agreements designated as ITC Midwest Rate Schedule Nos. 46-47 are Common Use Agreements between Iowa Electric and CIPCO and Rate Schedule Nos. 50-51 are Common Use Agreements between Iowa Electric and Eastern Iowa Light and Power Cooperative (Eastern Iowa). Rate Schedule No. 52 is an Interconnection Agreement among Iowa Electric, Eastern Iowa, and Iowa-Illinois Gas and Electric Company. Rate Schedule Nos. 53-64 and Rate Schedule Nos. 66-72 are Transmission

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<sup>8</sup> To avoid confusion, the agreements will be identified by the rate schedule number as designated in the ITC Midwest filing.

Line Switch Agreements between Iowa Electric and CIPCO. Rate Schedule No. 74 is a Joint Use Contract between Interstate Power Company and CIPCO. The cover sheets filed with these rate schedules explain that ITC Midwest has succeeded to the rights and obligations of Interstate and according to the Succession Agreement the terms and conditions of each of these rate schedules were fully assigned to ITC Midwest.

14. We find that these rate schedules are just, reasonable and not unduly discriminatory or preferential. Therefore, we accept them effective November 9, 2011, as requested.<sup>9</sup> In addition, we find that, except for Rate Schedule No. 83 as discussed below, the late-filed agreements in ITC Midwest's filing do not contain any cost provisions and that time-value refunds are not required.

**b. Accepted Subject to Refund**

15. Rate Schedule No. 83 is an Operation and Maintenance Agreement originally entered into between Iowa Southern and CIPCO. According to the cover sheet to the agreement, ITC Midwest has succeeded to Interstate's rights and obligations under the agreement. Therefore, ITC Midwest is responsible for operating and maintaining CIPCO's Pella System and is entitled to receive the actual cost of the maintenance expense plus a 15 percent markup. In the deficiency letter, ITC Midwest was asked to explain if it received payment for operating and maintaining CIPCO's Pella System and, if so, to explain under which rate schedule ITC Midwest receives such payment.

16. In its Amendment, ITC Midwest responded that it performs the operation and maintenance for CIPCO's Pella System in accordance with the terms of Rate Schedule No. 83. ITC Midwest further explained that it aggregately invoices all of CIPCO's operation and maintenance work on a single bill rather than on a per-agreement basis. As a result, the invoice may include work performed for CIPCO pursuant to various

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<sup>9</sup> It appears that, contrary to the requirements of section 35.3 of the Commission's regulations, 18 C.F.R. § 35.3 (2011), ITC Midwest failed to file the agreements in a timely manner and ITC Midwest is reminded that it must submit required filings on a timely basis or face possible sanctions by the Commission.

operation and maintenance agreements including Rate Schedule No. 83, the Operating and Transmission Agreement,<sup>10</sup> and the Agreement for Integrated Transmission Area.<sup>11</sup>

17. We find that Rate Schedule No. 83 is just and reasonable and not unduly discriminatory or preferential. Therefore, we accept it for filing effective November 9, 2011, as requested. However, the agreement was not filed with the Commission before service commenced as required by the Commission's *Prior Notice*<sup>12</sup> policy. ITC Midwest claims in its transmittal letter that none of the late-filed agreements contain provisions pursuant to which ITC Midwest charges customers;<sup>13</sup> however, section 3 of the Operation and Maintenance Agreement states that Iowa Southern (and now ITC Midwest) will perform maintenance work in return for CIPCO's reimbursement of the costs incurred by ITC Midwest for the maintenance work performed plus a 15 percent markup. ITC Midwest makes the distinction that, while it performs the work in accordance with Rate Schedule No. 83, it invoices CIPCO for all of its operation and maintenance expenses under Rate Schedule No. 83 and certain other agreements in a single bill. However, regardless of how ITC Midwest accounts for and invoices its expenses under these agreements, the result is that CIPCO is compensating ITC Midwest for work performed pursuant to this agreement. Accordingly, ITC Midwest must make time-value refunds within 30 days of the date of this order and file a refund report with the Commission within 30 days thereafter or demonstrate that time-value refunds would result in a loss to ITC Midwest.<sup>14</sup>

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<sup>10</sup> *Interstate Power and Light Co. & ITC Midwest LLC*, 135 FERC ¶ 61,185 at P 22 (2011). The Operating and Transmission Agreement is currently one of several issues set for hearing in the consolidated proceedings of Docket Nos. ER11-2715-000, ER11-2715-001, and EL10-68-000.

<sup>11</sup> *ITC Midwest LLC*, 138 FERC ¶ 61,101 (2012) (conditionally accepting the Agreement for Integrated Transmission Area).

<sup>12</sup> *Prior Notice and Filing Requirements Under Part II of the Federal Power Act*, 64 FERC ¶ 61,139, at 61,979, *order on reh'g*, 65 FERC ¶ 61,081 (1993) (*Prior Notice*).

<sup>13</sup> ITC Midwest Filing at n.3.

<sup>14</sup> *See* Southern Cal. Edison Co., 98 FERC ¶ 61,304 (2002); Florida Power & Light Co., 98 FERC ¶ 61,276, *reh'g denied*, 99 FERC ¶ 61,320 (2002).

## 2. Partially-Assigned Rate Schedules Accepted for Filing

18. Rate Schedule Nos. 48 and 49 are Common Use Agreements originally entered into between Iowa Electric and CIPCO. Rate Schedule No. 75 is an Interconnection Agreement originally entered into between Iowa Southern and Southwestern Federated Power Cooperative (Southwestern Federated). Rate Schedule No. 76 is a Common Use Agreement originally entered into between Iowa Southern and Southwestern Federated. Rate Schedule No. 77 is an Interconnection Agreement originally entered into among Iowa Southern, Iowa Electric, and CIPCO which also provides for the delivery of emergency power and energy.<sup>15</sup> Rate Schedule No. 80 is an Interconnection and Construction Agreement originally entered into between Iowa Southern and Eastern Iowa. Rate Schedule No. 81 is an Operating Agreement originally entered into between Iowa Southern and Eastern Iowa<sup>16</sup> and is related to the Interconnection Agreement designated as ITC Midwest Rate Schedule No. 80.

19. Although the cover sheets to these agreements state that ITC Midwest succeeded to the rights and obligations of Interstate, according to the Succession Agreement, the agreements are only partially assigned to ITC Midwest. In that regard, however, neither the Succession Agreement, nor ITC Midwest in its transmittal, provided sufficient information regarding which rights and responsibilities were assigned or retained, as the case may be. Therefore, in the deficiency letter, ITC Midwest was asked to provide a detailed description of the rights and responsibilities of each party under each of these agreements as outlined in the Succession Agreement. For those sections that are partially assigned, ITC Midwest was asked to provide sufficient detail regarding how the rights and responsibilities outlined in the section are shared among the different entities.

20. In its Amendment, ITC Midwest revised Rate Schedule Nos. 48, 49, 75, 76, 77, 80, and 81 to provide additional detail regarding its understanding of ITC Midwest's, Interstate's, and CIPCO's respective rights and obligations under these agreements. ITC Midwest reflected the delineation of duties between ITC Midwest and Interstate as outlined in the Succession Agreement.

21. We find that these seven partially-assigned agreements, as revised, are just and reasonable and not unduly discriminatory or preferential. Therefore, we will accept these agreements, effective November 9, 2011, as requested.

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<sup>15</sup> ITC Midwest notes that this rate schedule is listed as Contract No. 28 on MISO's Attachment P, List of Grandfathered Agreements.

<sup>16</sup> ITC Midwest notes that Rate Schedule Nos. 75, 80, and 81 are listed as Contract Nos. 36, 30, and 31, respectively, on MISO's Attachment P, List of Grandfathered Agreements.

### 3. Fully-Assigned Rate Schedules Conditionally Accepted

22. Rate Schedule No. 65 is a Transmission Line Switch Agreement originally entered into between Iowa Electric and CIPCO to furnish the installation of two air-break switches on Iowa Electric's transmission lines. In the deficiency letter, staff requested ITC Midwest to provide an exhibit referred to in the agreement but not attached to the rate schedule filed in order to determine if the entire agreement is just and reasonable.

23. In its Amendment, ITC Midwest states that CIPCO provided a clearer copy of the agreement, including the referenced exhibit. ITC Midwest submitted this version of the rate schedule in its Amendment.

24. We find that Rate Schedule No. 65 is just and reasonable and not unduly discriminatory or preferential. However, Rate Schedule No. 65 contains an addendum,<sup>17</sup> therefore not conforming to the requirements of the Commission's Order No. 614.<sup>18</sup> As discussed in *Boston Edison*,<sup>19</sup> currently effective language in an addendum must be placed in the agreement itself and any language that is not currently effective must be removed. In addition, in Order No. 714, the Commission stated that electric utilities must continue eliminating supplements and include only effective provisions in their filings.<sup>20</sup> Therefore, we will conditionally accept this agreement, effective November 9, 2011, and direct ITC Midwest to make a compliance filing, within 30 days of the date of this order, incorporating revisions provided by the addendum into the agreement itself.

### 4. Partially-Assigned Rate Schedules Conditionally Accepted

25. Rate Schedule No. 79 is a Joint Interconnection and Construction Agreement originally entered into between Iowa Southern and Southwestern Federated.<sup>21</sup> Rate Schedule No. 82 is a Common Use Agreement originally entered into between Iowa Southern and Eastern Iowa for the joint use of utility poles. According to the cover

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<sup>17</sup> The addendum corrects a typographic error and clarifies a grammatical error in the rate schedule.

<sup>18</sup> *Designation of Electric Rate Schedule Sheets*, Order No. 614, FERC Stats. & Regs., Regulations Preambles 1996-2000 ¶ 61,096 (2000).

<sup>19</sup> *Boston Edison Co.*, 98 FERC ¶ 61,292, at P 20 (2002) (Boston Edison).

<sup>20</sup> *Electronic Tariff Filings*, Order No. 714, FERC Stats. & Regs. ¶ 31,276, at P 51 and n.37 (2008) (supplanted the formatting and filing requirements of Order No. 614).

<sup>21</sup> ITC Midwest notes that this agreement is listed as Contract No. 29 on MISO's Attachment P, List of Grandfathered Agreements.

sheets to these agreements, ITC Midwest has succeeded to all of the rights and obligations of Interstate. However, according to the Succession Agreement, Interstate only partially assigned the agreements to ITC Midwest.

26. Neither the Succession Agreement nor ITC Midwest's transmittal letter provided sufficient information regarding which rights or responsibilities were assigned or retained, as the case may be. Therefore, in the deficiency letter, ITC Midwest was asked to provide a detailed description of the rights and responsibilities of each party under each of these agreements as outlined in the Succession Agreement. For those sections that are partially assigned, ITC Midwest was asked to provide sufficient detail regarding how the rights and responsibilities outlined in the section are shared among the different entities.

27. In its Amendment, ITC Midwest revised these partially-assigned rate schedules to provide additional detail regarding its understanding of ITC Midwest's, Interstate's, and CIPCO's respective rights and obligations under these agreements. The Amendment reflects the delineation of duties between ITC Midwest and Interstate as outlined in the Succession Agreement.

28. We find that these two partially-assigned agreements, as revised, are just and reasonable and not unduly discriminatory or preferential. However, we note that Rate Schedule Nos. 79 and 82 each contain an amendment to the agreement, neither of which was incorporated into the agreement itself. Therefore, as discussed above, Rate Schedule Nos. 79 and 82 are inconsistent with Order No. 614, and, as a result, we will conditionally accept the rate schedules, effective November 9, 2011. Thus, ITC Midwest must make a compliance filing, within 30 days of the date of this order, which incorporates the amendments into the agreements.

#### **5. Fully Assigned Rate Schedule Rejected**

29. Rate Schedule No. 73 is an Agreement for Interconnection Agreement of Transmission Facilities originally entered into between Interstate Power Company and Eastern Iowa. Pursuant to the agreement, Interstate Power Company and Eastern Iowa's transmission systems were interconnected and the parties agreed to jointly use their respective transmission systems to better serve their distribution systems. In addition, Article II of the agreement provides for an exchange of energy whereby Interstate Power Company will supply electric energy at 69 kV for the distribution loads of Eastern Iowa and Eastern Iowa will supply a like quantity of electric energy at 161 kV for delivery to Interstate Power Company.

30. According to the cover sheet to the agreement, as well as the Succession Agreement, ITC Midwest has fully succeeded to all of the rights and obligations of Interstate. Therefore, ITC Midwest, a transmission-only company, appears to be responsible for services that it is unable to perform. When posed this question in the

deficiency letter, ITC Midwest responded that while Interstate assigned this agreement to ITC Midwest, ITC Midwest only performs the transmission-related rights and responsibilities under this agreement.

31. In the deficiency letter, ITC Midwest was also asked to provide additional information related to the energy provisions in Article II of the agreement. Specifically, the Commission staff asked if the exchange of energy continues to take place. The Commission staff explained that Order No. 888<sup>22</sup> required public utilities to functionally unbundle their rates by stating separate rates for wholesale generation, transmission and ancillary services and that Rate Schedule No. 73 appeared to be the type of agreement that must be modified to comply with Order No. 888. ITC Midwest replied that it assumed responsibility under this agreement in December 2007 and that it did not know whether this agreement was unbundled or if the energy provisions were previously terminated.

32. Rate Schedule No. 73 also referenced Exhibits A, B-1, and B-2; however, these exhibits were not filed with the agreement. ITC Midwest was asked to provide copies of these exhibits in order to enable the Commission to determine the justness and reasonableness of the entire agreement. ITC Midwest states that it provided copies of what it received from Interstate and CIPCO and that neither party can find copies at this time.

33. ITC Midwest has not demonstrated that Rate Schedule No. 73 is just and reasonable. ITC Midwest has not demonstrated that the rate schedule complies with Order No. 888, nor has it provided any certainty as to which provisions actually remain in effect. Therefore, given these circumstances, Rate Schedule No. 73 is hereby rejected, without prejudice, to ITC Midwest refiling this agreement in the future.

### C. Protest

34. RPGI-WPPI argue that ITC Midwest must file the Succession Agreement under section 205 of the FPA and not merely for “informational purposes.” RPGI-WPPI find it surprising that ITC Midwest has chosen not to file the Succession Agreement and request

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<sup>22</sup> *Promoting Wholesale Competition Through Open Access Non-Discriminatory Transmission Services by Public Utilities; Recovery of Stranded Costs by Public Utilities and Transmitting Utilities*, Order No. 888, FERC Stats. & Regs. ¶ 31,036, at 31,654 (1996), *order on reh’g*, Order No. 888-A, FERC Stats. & Regs. ¶ 31,048, *order on reh’g*, Order No. 888-B, 81 FERC ¶ 61,248 (1997), *order on reh’g*, Order No. 888-C, 82 FERC ¶ 61,046 (1998), *aff’d in relevant part sub nom. Transmission Access Policy Study Group v. FERC*, 225 F.3d 667 (D.C. Cir. 2000), *aff’d sub nom. New York v. FERC*, 535 U.S. 1 (2002).

that the Commission order ITC Midwest to file the Succession Agreement under section 205 of the FPA. They state that the Succession Agreement contains provisions that affect or relate to jurisdictional rates and charges that: (1) establish the manner in which CIPCO's load under its grandfathered agreements is reported to MISO for billing purposes; and (2) delineate the assignment and/or partial assignment of certain functions under existing jurisdictional transmission contracts from Interstate to ITC Midwest.

35. In its Answer, ITC Midwest states that the issues that RPGI-WPPI raise do not address the actual late-filed agreements in this proceeding and instead raises issues that are already being litigated in other Commission proceedings.

36. As all parties acknowledge, the subject of whether ITC Midwest should be required to file the Succession Agreement is one of several issues set for hearing by the Commission in the consolidated proceedings in Docket Nos. ER11-2715-000, ER11-2715-001 and EL10-68-000. As a result, any decision related to this subject would be premature and, arguably, beyond the scope of this proceeding.

The Commission orders:

(A) ITC Midwest Rate Schedule Nos. 46-64, 66-72, 74-77, and 80-81, are hereby accepted effective November 9, 2011, as requested, as discussed in the body of this order.

(B) ITC Midwest Rate Schedule No. 83 is hereby accepted effective November 9, 2011, as requested. To the extent that ITC Midwest charged rates under Rate Schedule No. 83 prior to its effective date, ITC Midwest is hereby directed to refund the time-value of revenues pursuant to section 35.19a of the Commission's regulations (18 C.F.R. § 35.19a) collected without Commission authorization, as discussed in the body of this order. ITC Midwest shall make time-value refunds within 30 days of the date of this order and file a refund report with the Commission within 30 days thereafter.

(C) ITC Midwest Rate Schedule Nos. 65, 79, and 82 are hereby conditionally accepted, effective November 9, 2011, as requested, subject to a compliance filing submitted within 30 days of this order, as discussed in the body of this order.

(D) ITC Midwest Rate Schedule No. 73 is hereby rejected, without prejudice to refiling of this agreement in a separate proceeding.

By the Commission.

( S E A L )

Kimberly D. Bose,  
Secretary.