

151 FERC ¶ 61,234
UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Norman C. Bay, Chairman;
Philip D. Moeller, Cheryl A. LaFleur,
Tony Clark, and Colette D. Honorable.

Idaho Power Company

Docket Nos. ER15-683-000
ER15-686-000

PacifiCorp

ER15-680-000
ER15-681-000
(not consolidated)

ORDER ACCEPTING TARIFF FILINGS SUBJECT TO COMPLIANCE FILING

(Issued June 17, 2015)

1. On December 19, 2014, Idaho Power Company (Idaho Power) and PacifiCorp (together, Applicants) filed, in the above referenced dockets, several transmission-related agreements and notices of cancellation, pursuant to section 205 of the Federal Power Act¹ (FPA) (collectively, the Section 205 Filings).² As discussed in further detail below, we accept the proposed agreements and notices of cancellation for filing, subject to a compliance filing.

I. Background

2. In the Section 205 Filings, Applicants submit for filing the following executed agreements and notices of cancellation:

¹ 16 U.S.C. § 824d (2012).

² Concurrently with the Section 205 Filings, Applicants filed jointly, in a separate proceeding, an application pursuant to FPA section 203, 16 U.S.C. § 824b (2012), requesting Commission authorization for the disposition and acquisition of jurisdictional transmission facilities (Section 203 Application). This order addresses the Section 205 Filings. The Section 203 Application is addressed in an order issued concurrently with this order. *See Idaho Power Co.*, 151 FERC ¶ 61,233 (2015).

- the Joint Ownership and Operating Agreement, dated October 24, 2014 (Joint Ownership/Operating Agreement);
- the Termination Agreement, dated October 24, 2014, and associated notices of cancellation that cancel 14 grandfathered agreements between the Applicants (Legacy Agreements);
- the Amended and Restated Agreement for the Ownership of the Jim Bridger Project,³ dated December 11, 2014 (Amended and Restated Bridger Ownership Agreement);
- the Amended and Restated Agreement for the Operation of the Jim Bridger Project, dated December 11, 2014 (Amended and Restated Bridger Operation Agreement) (together with the Amended and Restated Bridger Ownership Agreement, the Amended and Restated Bridger Agreements); and
- Notices of cancellation that cancel certain outdated rate supplements and rate schedules that will be superseded by the Amended and Restated Bridger Agreements (Superseded Bridger Agreements).

3. Applicants state that the Section 205 Filings reflect their mutual intent to “realign their respective ownership interests and operational responsibilities with respect to various integrated transmission facilities in Idaho, Oregon, Washington, and Wyoming⁴ some of which are jointly-owned and operated by Applicants, and others, separately owned and operated. Applicants explain that, currently, the ownership and operation of the jointly-owned facilities is governed by the Legacy Agreements, the original ownership and operation agreements related to the Jim Bridger generating facility,⁵ and the Superseded Jim Bridger Agreements. According to Applicants, some of these agreements are over 40 years old. Applicants state that, in the intervening years, regulatory changes, load growth, and system upgrades to Applicants’ transmission systems have rendered the allocation of ownership and operational responsibility

³ The Jim Bridger Project is a four-unit, coal-fired electric power plant of which Idaho Power owns one-third and PacifiCorp owns two-thirds. *See* Joint Ownership/Operating Agreement at section 1.1.

⁴ *See* Transmittal Letter at 4.

⁵ Specifically, the original Agreement for the Ownership of the Jim Bridger Project, dated September 22, 1969, and the original Agreement for the Operation of the Jim Bridger Project, dated September 22, 1969 (together, Original Bridger Agreements).

provided for under the agreements inefficient given each Applicants' modern day load service and regulatory obligations.⁶

4. Based on these changes, Applicants propose to enter into an asset exchange transaction (Transaction) pursuant to which they will:

- Exchange, pursuant to the Joint Purchase and Sale Agreement submitted with the Section 203 Application (Joint Purchase/Sale Agreement), transmission assets or ownership interests in jointly-owned assets, and a nominal amount of cash (to balance asset values), to better align asset ownership with load service and regulatory obligations;⁷
- Replace approximately 1,600 megawatts (MW) of transmission services provided under the Legacy Agreements and the Superseded Bridger Agreements with (1) asset ownership⁸ and (2) purchases of point-to-point transmission services;⁹ and
- Consolidate and modernize the ownership and operational provisions of the Legacy Agreements into a single agreement – the Joint Ownership/Operating Agreement – which defines the allocation of the directional transmission capacity

⁶ Transmittal Letter at 4.

⁷ Although Applicants refer to (1) the exchange of transmission assets and ownership interests in the transmission facilities, (2) the replacement of 1,600 MW of transmission service provided under the Legacy Agreements with transmission service and ownership interest, and (3) the consolidation and modernization of the ownership and operational provisions of the Legacy Agreements into one single agreement collectively as the Transaction, only the exchange of transmission assets and ownership interests in the transmission facilities requires approval from the Commission under FPA section 203, which is the subject of the Section 203 Application and is addressed in the order being issued concurrently in Docket No. EC15-54-000.

⁸ Section 3.2(b) of the Joint Ownership/Operating Agreement provides that each owner shall have the right to post and sell its directional capacity allocation over each segment, which is not part of a path, in accordance with its open access transmission tariff (OATT).

⁹ Section 2.9(b)(xiii) of the Joint Purchase/Sale Agreement provides that as a condition of closing, Idaho Power must provide evidence that it has processed PacifiCorp's request for 510 MW of long term point-to-point service in a timely manner.

on jointly-owned transmission facilities, and allows the owners to invoice one another for operation and maintenance expenses and for the use of common equipment, as delineated in the agreement.

5. Applicants state that the Section 205 Filings and the Section 203 Application, together with related state utility commission filings, implement the Transaction, and that the Commission's acceptance of the agreements and the notices of cancellation submitted in the Section 205 Filings, along with approval of the exchange of jurisdictional facilities in the Section 203 Application, are conditions precedent to closing the Transaction.¹⁰ Applicants note that as a result of the Transaction, 1,600 MW of transmission capacity that was previously subject to "significant use and transfer restrictions" under the Legacy Agreements and the Superseded Bridger Agreements will now be converted to asset ownership and transmission service under Applicants' respective OATTs. Applicants also note that any available transmission capacity that results from the Transaction will be offered pursuant to the rates, terms, and conditions of each Applicant's respective OATT. Lastly, the transmission assets subject to the Transaction will be managed pursuant to the Joint Ownership/Operating Agreement.¹¹

6. Applicants request that the Commission accept for filing the agreements and notices of cancellation subject only to the condition that they subsequently submit notification to the Commission that either (1) the Transaction closed, in which case the agreements and notices of cancellation would become effective as of the date of closing; or (2) the Transaction did not close, in which case the agreements and notices of cancellation would be deemed withdrawn.¹²

7. Applicants state that the Joint Ownership/Operating Agreement does not provide for any jurisdictional transmission service, but rather defines each Applicant's ownership share and associated capacity allocation of certain jointly-owned transmission facilities resulting from the closing of the Transaction, including each Applicant's allocation of directional capacity on certain transmission paths, segments, and substations; allocates responsibility for operating and maintaining the transmission facilities once the Legacy Agreements are terminated; and provides for the collection of operating and maintenance

¹⁰ Transmittal Letter at 2.

¹¹ *Id.* at 5.

¹² *Id.* at 27.

expenses and charges for the jointly-owned facilities and for use of certain common facilities.¹³

8. Applicants explain that the Joint Ownership/Operating Agreement governs the operation and maintenance of the transmission facilities subject to the agreement, and all ancillary equipment necessary to support such facilities, and provides for the operating Applicant to invoice the non-operating Applicant on a monthly basis for certain charges associated with implementing the agreement. Applicants also explain that the determination of operation and maintenance charges to be assessed by the operating Applicant under the Joint Ownership/Operating Agreement is described in detail in Exhibit D to the agreement, and that Exhibit D contains “ample clarity and specificity to satisfy the filing requirements” of FPA section 205(c).¹⁴ Applicants state that the charges specified in Exhibit D are the result of arms-length negotiation between two unaffiliated public utilities, and are cost-justified using data from each Applicant’s annual formula rate information filings.

9. Applicants request that the Commission approve the operation and maintenance formula contained in Exhibit D to the Joint Ownership/Operating Agreement, and the methodology of the formula, subject only to a future compliance filing to update the actual inputs to the formula.¹⁵ Noting certain differences, Applicants state that the methodology used to determine the operation and maintenance charges under the Joint Ownership/Operating Agreement is consistent with the methodology approved by the between the Applicants.¹⁶

10. Applicants explain that, following the close of the Transaction, certain transmission facilities will be operated and maintained pursuant to the Joint Ownership/Operating Agreement, and transmission service, now provided under the Legacy Agreements, will be provided pursuant to the rates, terms and conditions of each Applicant’s OATT. Accordingly, if the Transaction closes, Applicants intend for the

¹³ *Id.* at 6.

¹⁴ *Id.* at 8.

¹⁵ *Id.*

¹⁶ *Id.* (citing *Idaho Power Co.*, 132 FERC ¶ 61,019 (2010)). Applicants state that the differences are (1) that the operation and maintenance expenses factor is adjusted periodically rather than a fixed value; and (2) that a new Line Terminal Equipment classification has been created.

14 Legacy Agreements identified in the Section 205 Filings to be cancelled pursuant to the Termination Agreement, effective on the date of closing.

11. Applicants state that they will file notices of cancellation in eTariff for those of the 14 cancelled agreements and amendments that are currently within the eTariff system. Applicants note that the majority of the 14 referenced cancelled agreements are grandfathered and were not filed with the Commission during the implementation of e-Tariff, because they were previously existing, individually negotiated rate schedules, and as such, were not required to be included in a company's baseline eTariff filing.¹⁷ Applicants state that they are providing notice of cancellation for the agreements that are not in eTariff through the Section 205 Filings rather than through eTariff. Applicants request waiver of any need to submit eTariff filings for the agreements not currently within the eTariff system.

12. Under the Bridger Agreements, Idaho Power owns one-third of the capacity of approximately four miles of the Jim Bridger to Point of Rocks 230 kilovolt (kV) transmission line (Bridger to Point of Rocks Line), and approximately eight miles of the Jim Bridger to Rock Springs 230 kV transmission line (Bridger to Rock Springs Line). As part of the Transaction, Idaho Power will transfer its ownership shares in these lines to PacifiCorp. In addition to making the ownership change, to effectuate the Transaction, Applicants must also make certain revisions to the agreements so that the version of the agreement in eTariff reflects currently-effective terms.¹⁸

II. Notices of Filing

13. Notices of the Section 205 Filings were published in *Federal Register*, with interventions and protests due on or before January 9, 2015.¹⁹

14. Bonneville Power Administration (Bonneville) and Powerex Corp. (Powerex) submitted motions to intervene and comments.²⁰ Northwest & Intermountain Power

¹⁷ *Id.* (citing *Electronic Tariff Filings*, Order No. 714, FERC Stats. & Regs. ¶ 31,276 (2008), *order on clarification*, Order No. 714-A, 147 FERC ¶ 61,115 (2014); *Boston Edison Co.*, 98 FERC ¶ 61,292 (2002)).

¹⁸ *Id.* at 13 (citing Order No. 714, FERC Stats. & Regs. ¶ 31,276 at n.37).

¹⁹ Notice of the FPA section 205 filing in Docket No. ER15-680-000 was published at 79 Fed. Reg. 78,082 (2014). Notices of the FPA section 205 filings in Docket Nos. ER15-681-000, ER15-683-000, and ER15-686-000 were published at 79 Fed. Reg. 78,848 (2014).

Producers Coalition (Power Producers Coalition) filed a motion to intervene, protest, alternative request for hearing, and motion to consolidate.²¹ Pacific Northwest Generating Cooperative, the Utah Division of Public Utilities, and Exelon Corporation filed motions to intervene. Utah Associated Municipal Power Systems filed an out-of-time motion to intervene. The City of Seattle filed a motion to intervene out-of-time and comments.²²

15. Applicants filed an answer to Bonneville, Powerex, and Power Producers Coalition.²³ Power Producers Coalition and Powerex filed answers to Applicants First Answer.²⁴ Applicants filed a response to Power Producers Coalition's and Powerex's answers.²⁵ Applicants also filed a response to the City of Seattle.²⁶

²⁰ Bonneville Power Administration Motion to Intervene and Comments, Docket Nos. EC15-54-000, ER15-680-000, ER15-681-000, ER15-682-000, ER15-683-000, and ER15-686-000 (not consolidated) (Jan. 9, 2015) (Bonneville Comments); Motion of Powerex Corp. to Intervene and Comments, EC15-54-000, ER15-681-000 and ER15-683-000 (not consolidated) (Jan. 9, 2015) (Powerex Comments), respectively.

²¹ Motion to Intervene, Protest, Alternative Request for Hearing and Motion to Consolidate of Northwest & Intermountain Power Producers Coalition, Docket Nos. EC15-54-000, ER15-680, ER15-681-000, ER15-682-000, ER15-683-000 (not consolidated) (Jan. 9, 2015) (Power Producers Coalition Protest).

²² Motion to Intervene Out of Time and Comments of the City of Seattle, Docket Nos. EC15-54-000, ER15-680-000, ER15-681-000, ER15-682-000, ER15-683-000, ER15-686-000 (not consolidated) (Feb. 24, 2015) (City of Seattle Comments).

²³ Joint Motion for Leave to Answer and Answer of Applicants, Docket Nos. EC15-54-00, ER15-680-000, ER15-681-000, ER15-682-000, ER15-683-000, and ER15-686-000 (Jan. 26, 2015) (Applicants First Answer).

²⁴ Motion for Leave to Answer and Answer of Northwest & Intermountain Power Producers Coalition, Docket Nos. EC15-54-000, ER15-680-000, ER15-681-000, ER15-682-000, and ER15-683-000 (not consolidated) (Feb. 10, 2015) (Power Producers Coalition Answer); Motion for Leave to Answer and Answer of Powerex Corp., Docket Nos. EC15-54-000, ER15-681-000, and ER15-683-000 (not consolidated) (Powerex Answer) (Feb. 11, 2015), respectively.

²⁵ Joint Motion for Leave to Answer and Answer of Applicants, Docket Nos. EC15-54-000, ER15-680-000, ER15-681-000, ER15-682-000, and ER15-683-000 (not consolidated) (Feb. 18, 2015) (Applicants Second Answer).

III. Discussion

A. Procedural Matters

16. Pursuant to Rule 214 of the Commission's Rules of Practice and Procedure,²⁷ the timely, unopposed motions to intervene serve to make the parties that filed them parties to this proceeding. Pursuant to Rule 214(d) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.214(d) (2014), the Commission will grant Utah Associated Municipal Power Systems and the City of Seattle's late-filed motions to intervene given their interest in the proceedings, the early stage of the proceedings, and the absence of undue prejudice or delay.

17. Rule 213(a)(2) of the Commission's Rules of Practice and Procedure²⁸ prohibits an answer to a protest or answer unless otherwise ordered by the decisional authority. We will accept the answers because they have provided information that assisted us in our decision-making process.

18. We decline to grant Power Producers Coalition's request for hearing as there are no issues of material fact that necessitate a formal trial-type evidentiary hearing.²⁹ We also decline to grant Power Producers Coalition's motion to consolidate these proceedings with the Section 203 Application in Docket No. EC15-54-000. In general, the Commission consolidates proceedings only if a trial-type evidentiary hearing is required to resolve common issues of law and fact, and consolidation will ultimately result in greater administrative efficiency.³⁰ In this case, we conclude that consolidating

²⁶ Joint Response of Applicants to the City of Seattle, Docket Nos. EC15-54-000, ER15-680-000, ER15-681-000, ER15-682-000, ER15-683-000, and ER15-686-000 (not consolidated) (Feb. 26, 2015) (Applicants Third Answer).

²⁷ 18 C.F.R. § 385.214 (2014).

²⁸ 18 C.F.R. § 385.213(a)(2) (2014).

²⁹ *See, e.g., PJM Interconnection, L.L.C.*, 137 FERC ¶ 61,253, at P 94 (2011) (Commission sets matters for evidentiary hearing to resolve material issues of fact); *The Empire District Elec. Co.*, 150 FERC ¶ 61,200, at P 36 (2015) (dismissing request for full evidentiary hearing because no issues of material fact existed).

³⁰ *See, e.g., PacifiCorp*, 147 FERC ¶ 61,227, at P 81 (2014); *Duke Energy Corp., and Progress Energy, Inc.* 136 FERC ¶ 61,245, at P 33 (2011); *Startrans IO, L.L.C.*, 122 FERC ¶ 61,253, at P 25 (2008); *Terra-Gen Dixie Valley, LLC, et al.*, 132 FERC ¶ 61,215, at P 44, n.74 (2010).

these proceedings with the Section 203 Application is not appropriate because we are not setting the Section 205 Filings or the Section 203 Application for hearing and settlement judge procedures.

B. Substantive Matters

19. As discussed below, we accept for filing the Joint Ownership/Operating Agreement, including the methodology of the operation and maintenance formula contained in Exhibit D of that agreement; the Termination Agreement; the Amended and Restated Jim Bridger Ownership Agreement; the Amended and Restated Operating Agreement, and the certificates of concurrence.

20. We also accept the notices of cancellation of the Superseded Jim Bridger Agreements, the Legacy Agreements, and the Termination Agreement, and dismiss as unnecessary the request for waivers of any requirement to submit eTariff filings for the cancelled agreements that are not currently within the eTariff system. As Applicants explain, certain of the agreements and amendments were not filed with the Commission during the implementation of eTariff because they were previously existing, individually negotiated rate schedules, which Order No. 714 did not require to be included in baseline eTariff filings.³¹

21. Our acceptance of the agreements, certificates of concurrence, and notices of cancellation is subject to Applicants submitting a compliance filing notifying the Commission that either the Transaction has closed, in which case the agreements, certificates of concurrence, and notices of cancellation are effective of the date of closing of the Transaction; or the Transaction did not close, in which the agreements, certificates of concurrence, and notices of cancellation are deemed to be withdrawn.³²

1. Issues related to Available Transfer Capability

a. Protests and Comments

22. Powerex and Power Producers Coalition raise issues regarding whether termination of the grandfathered agreements and the proposed transfer of assets and

³¹ Order No. 714, FERC Stats. & Regs. ¶ 31,276 at P 92.

³² See Transmittal Letter at 3. Applicants must also, within 10 days of closing of the Transaction, make a filing in eTariff to amend the effective date of the agreements, certificates of concurrence, and the notices of cancellation accepted for filing herein to indicate the date of closing of the Transaction.

responsibilities will result in an increase in the amount of available transfer capability on Applicants' transmission systems, and if so, whether and how the additional capacity will be made available on a nondiscriminatory basis for use by third parties.³³ Powerex argues that, in order to ensure that the rights of third parties are protected, Applicants should be required to explain whether the Transaction will increase the amount of capacity on their systems and describe how they plan to make such capacity available in a manner consistent with open access requirements.

23. Power Producers Coalition alleges that Applicants are proposing significant reallocations of transmission capacity that are not necessarily tied to the ownership of the transmission facilities or termination of Legacy Agreements, and that there is insufficient information to allow the Commission, or other interested parties, to understand what transmission capacity rights will be extinguished through the expiration of those contracts; who held such capacity; and how the capacity will be allocated between Applicants.³⁴ Power Producers Coalition asserts that Applicants appear to be engaging in a negotiated exchange of capacity for their own interest,³⁵ and cite to certain allocations proposed by Applicants which Power Producers Coalition characterizes as anomalous.

24. Specifically, Power Producers Coalition objects to Applicants' capacity allocation scheme, stating that the directional allocations appear arbitrary and not tied to ownership. For example, Power Producers Coalition claims the asset swap will result in PacifiCorp achieving ownership interests on the Borah West transmission path in each direction, while other parties will have to purchase transmission from Idaho Power to achieve the same effect – in particular, the west to east transmission functionality – that PacifiCorp's merchant function will enjoy at no cost.³⁶ Power Producers Coalition also argues that Applicants' proposed reallocation of capacity to PacifiCorp across Idaho Power's transmission system for interchange into the Northwest, via WECC Path 14, appears to exceed PacifiCorp's WECC-approved path allocation.³⁷ Power Producers Coalition also argues that although Applicants have not provided sufficient information to allow for a

³³ *See, e.g.*, Powerex Comments at 5.

³⁴ Power Producers Coalition Protest at 6.

³⁵ *Id.* at 7.

³⁶ *Id.*

³⁷ *Id.* at 9.

full understanding of the rationale for these allocations, this type of arrangement creates the appearance of market power abuse by transmission owners.³⁸

25. Additionally, Power Producers Coalition challenges Idaho Power's grant to PacifiCorp of a pseudo-tie that gives PacifiCorp's merchant function scheduling rights across the Idaho Power transmission system through an "off-OASIS" agreement."³⁹ According to Power Producers Coalition, although Applicants suggest that this arrangement is OATT service, there is no underlying OATT-compliant transmission reservation supporting the allocation of the capacity, and Applicants have contractually prohibited PacifiCorp's merchant function from selling or transferring the rights to any third party. Similarly, Power Producers Coalition challenges the 510 MW of transmission service requests required by the Joint Purchase/Sale Agreement, characterizing them as additional grants of "off-OASIS rights."

b. Applicants' First Answer

26. Applicants respond to Powerex's request for clarification and confirm that no new transmission transfer capability will be created as part of the Transaction. Applicants clarify that the Transaction only reallocates ownership of certain existing transmission assets, and that each Applicant's transmission function will provide access to its existing and acquired capacity pursuant to the rates, terms and conditions of their respective OATTs.⁴⁰ Applicants explain, however, that after the Transaction closes, their transmission functions will recalculate available transfer capability according to their OATTs and post the results on OASIS. Applicants state that the transmission rights contained in the Legacy Agreements are used by Applicants for load service and that the exchanged facilities will also be utilized by Applicants for load service. Applicants note that whether the Transaction will result in available transfer capability cannot be determined until after the necessary calculations are performed post-closing.⁴¹

³⁸ *Id.* Power Producers Coalition objects to what it views as one transmission owner's merchant functioning tying up valuable transmission capacity through an OATT reservation while, at the same time, granting that same owners' merchant function additional capacity via an off-OASIS capacity allocation for which the merchant function pays nothing, except transmission losses. *Id.*

³⁹ *Id.* at 10.

⁴⁰ Applicants First Answer at 9.

⁴¹ *Id.* n.28.

27. Applicants also respond to Power Producers Coalition's protest, asserting that the protest reflects a fundamental misunderstanding of the Transaction because it mistakenly equates ownership of transmission capacity that is allocated pursuant to Applicants' OATTs with transmission rights to transmission service. Applicants explain that the Transaction reallocates ownership interests in specific transmission assets among Applicants, and that the Joint Ownership/Operating Agreement implements such reallocations between Applicants. Applicants state that the Joint Ownership/Operating Agreement obligates them to manage capacity according to their respective OATTs, and to continue to manage the interface between their transmission systems according to modern regulatory requirements and reliability standards. According to Applicants, ownership and operation of the facilities is conducted by their respective transmission functions, not their merchant functions, and is completely separate and distinct from transmission rights to use such facilities.

28. Applicants note further that the Joint Ownership/Operating Agreement and Joint Purchase/Sale Agreement both make clear that Applicants are terminating numerous Legacy Agreements and are converting transmission service therein to service under Applicants' respective OATTs. With respect to Power Producers Coalition's complaint that it cannot figure out how to "match" the legacy transmission service rights to the post-transaction ownership rights (which Applicants assert confuses ownership rights and transmission rights), Applicants explain that transmission service under the Legacy Agreements are replaced by a combination of transmission service requests submitted to Idaho Power over OASIS and joint ownership of transmission facilities, where transmission service will be requested and awarded pursuant to the Applicants' OATTs.

29. Applicants also respond to Power Producers Coalition's complaint that PacifiCorp is being granted capacity allocations through off-OASIS capacity trading.⁴² Applicants argue that Power Producers Coalition is confused as between ownership of transmission capacity and transmission service rights.⁴³ Applicants explain that the ownership of transmission facilities is not something that is conducted on OASIS, and that there is nothing improper about two transmission owners purchasing and selling transmission facilities.

30. In addition, Applicants address Power Producers Coalition's analysis of the Borah West transmission path. Applicants state that the directional transmission capacity of the three Borah West segments does not equal the directional transmission capacity of the path, and that the reason for this difference is that the Borah West path consists of

⁴² *Id.* at 14 (quoting Power Producers Coalition Protest at 14).

⁴³ *Id.*

additional line segments that are not operated pursuant to the Joint Ownership/Operating Agreement and are not part of the Transaction.⁴⁴ Applicants state that the allocation of bi-directional capacity is not unbalanced, as alleged by the Power Producers Coalition, and that it also has no bearing on Applicants' affiliates. With respect to the latter point, Applicants reiterate that the bi-directional capacity ownership allocations over jointly-owned facilities are set forth in the Joint Ownership/Operating Agreement and do not convey transmission service rights to PacifiCorp's or Idaho Power's merchant affiliates. Applicants emphasize again that all transmission service rights must be purchased under Applicants' OATTs.

31. Applicants also respond to Power Producers Coalition's assertion that 1,600 MW of new pseudo-tie authorization are being granted by Idaho Power to PacifiCorp. According to Applicants, one of the Legacy Agreements affected by the Transaction provides that:

PacifiCorp's share of the Jim Bridger Project shall be included in PacifiCorp's Western System for Control Area purposes. To accomplish the above, energy transfers provided as Bridger Integration Service shall be scheduled to PacifiCorp's Western System using a dynamic signal...⁴⁵

Applicants explain that in order to incorporate modern operating and regulatory requirements associated with a pseudo-tie, the Joint Ownership/Operating Agreement clarifies that the pseudo-tie will be operated in accordance with good utility practice and regulatory requirements. Applicants also clarify that no new rights are granted, and that the pseudo-tie authorizations that are part of the Transaction simply continue PacifiCorp's pre-existing rights.

32. Finally, Applicants dispute Power Producers Coalition's characterization of the 510 MW of transmission service requests required by the Joint Purchase/Sale Agreement as new "'off-OASIS' rights."⁴⁶ Applicants state that, in accordance with these particular requests, PacifiCorp submitted new point-to-point transmission service requests over Idaho Power's OASIS, pursuant to the terms of Idaho Power's OATT, and that Idaho Power is currently processing those requests under normal OATT processes.

⁴⁴ *Id.* at 16.

⁴⁵ *Id.* at 18 (quoting Restated Transmission Services Agreement, dated April 29, 2011, at section 5.5).

⁴⁶ *Id.* at 19.

c. Responses to Applicants' First Answer

33. In response to Applicants' answer, Powerex and Power Producers Coalition reiterate requests for additional clarity on how available transfer capacity stemming from the asset exchange will be calculated and allocated. Powerex also asserts that Applicants must confirm that the Transaction will not create a new grandfathered set of preferential rights on the affected transmission lines.⁴⁷

34. Power Producers Coalition argues that the identity of the entity that owns the capacity on the affected lines is important, despite Applicants' claims, because it can determine whether such capacity will be reserved for native load or network service (with no available transfer capacity available for posting or release), or point-to-point transmission. Power Producers Coalition claims further that PacifiCorp appears to be using the Transaction to acquire substantial quantities of capacity for exclusive native load service, and this capacity will not be available to the market through any OASIS posting, which may have a dramatic effect on the availability of transmission service, who pays the underlying costs of that capacity, and at what rate.⁴⁸

d. Applicants' Second Answer

35. Applicants respond to Powerex by confirming that the Transaction "will not create a new grandfathered set of preferential rights on the affected transmission lines."⁴⁹ Applicants also clarify the manner in which the Legacy Agreements will be reflected in their available transfer capacity calculations. Applicants explain again that the Legacy Agreements identified in the Section 205 Filings will be cancelled upon the Commission's acceptance of the agreements, following the closing of the Transaction, at which time the Legacy Agreements identified in the Termination Agreement will no longer be reflected in Applicants' available transfer capacity calculations.

e. Commission Determination

36. We find that Applicants have adequately addressed the protests concerning available transfer capability on Applicants' transmission systems. Applicants clarify that no transmission usage rights are being allocated to PacifiCorp outside of the OATT process. In addition, Applicants have explained that although the Transaction will not

⁴⁷ Powerex Answer at 2-3.

⁴⁸ Power Producers Coalition Answer at 7.

⁴⁹ Applicants Second Answer at 4.

result in the creation of new transmission transfer capability, they will, after closing of the Transaction, recalculate available transfer capability according to their OATTs and post the results of that recalculation on their respective OASIS websites in accordance with their OATTs.⁵⁰ Applicants confirm that they will provide access to their existing and acquired capacity pursuant to the rates, terms and conditions of their OATTs.⁵¹ Thus, we find that Applicants' commitments and clarifications adequately address the concerns raised by protesting parties. We also conclude that protesting parties have not demonstrated that the agreements submitted for filing, or the transition to OATT service from the Legacy Agreements, are unjust and unreasonable. We therefore accept the Section 205 Filings.

2. Issues related to Dynamic Transfer Capacity

a. Protests and Comments

37. Powerex notes that since the Joint Purchase/Sale Agreement authorizes PacifiCorp to utilize up to 400 MW of dynamic transfer capability over the Idaho Power transmission system in the east to west direction, it appears that Idaho Power plans to assign the majority of the dynamic transfer capacity available on its system to PacifiCorp as part of the Transaction.⁵² Powerex claims, however, that Applicants provide little detail regarding this element of the Transaction, and fail to provide any explanation on how conferring the right to use that capacity to PacifiCorp will avoid having a discriminatory impact on unaffiliated transmission customers who also seek access to dynamic transfer capability. Powerex states that Idaho Power's business practice manual on dynamic transfers, as posted on Idaho Power's OASIS site, indicates that there is limited dynamic transfer capacity across Idaho Power's transmission system from east to west, with all 600 MW of available capacity currently subscribed by native load and third parties, with 400 MW being used to serve Idaho Power's native load.⁵³ Powerex states that Applicants should be required to demonstrate how their proposal respects the rights

⁵⁰ Applicants First Answer at 9, n.28; Applicants Second Answer at 4.

⁵¹ Applicants First Answer at 9.

⁵² Powerex Comments at 6 (citing Article 9.3 of the Joint Purchase/Sale Agreement).

⁵³ *Id.* at 5-6 (citing Idaho Power Transmission Business Practices, Section 27 – Dynamic Transfer Service, available at http://www.oatioasis.com/IPCO/IPCODOCS/IPC_BP_FINAL_Section_27_Dynamic_Transfer_04-22-2014.pdf (Dynamic Transfer BPM)).

of third parties and is consistent with the requirement that transmission capacity and dynamic transfer capacity should be allocated on a nondiscriminatory basis.

b. Applicants' First Answer

38. According to Applicants, PacifiCorp currently receives from Idaho Power 200 MW of dynamic transfer service in the east to west direction over the Idaho Power transmission system. Applicants state that this service is associated with a long-term firm point-to-point transmission service reservation that began on June 13, 2009 (June 2009 Point-to-Point Service Request).⁵⁴ Applicants explain that in June 2013, PacifiCorp requested an additional 200 MW of dynamic transfer service from Idaho Power into the northwest (June 2013 Request). Applicants state that, in response to that request, Idaho Power reviewed the capability of its transmission system, and, as a result of that review, determined that “Idaho Power’s transmission system had a capability for dynamic transfer service of 600 megawatts, and that it could increase PacifiCorp’s dynamic transfer service into the northwest to 400 megawatts.”⁵⁵ Applicants state that Idaho Power informally discussed this review with PacifiCorp in July 2013, and recognizing that it did not have a formal process at that time for customers to request dynamic transfer service, Idaho Power began the development of a business practice manual in Fall 2013. Applicants add that the business practice manual for dynamic transfer service was finalized in April 2014, with publication of the Dynamic Transfer BPM.⁵⁶

39. Applicants state that in developing its response to Powerex’s request for clarification in these proceedings, Idaho Power discovered an error in the Dynamic Transfer BPM. Specifically, Applicants state that the Dynamic Transfer BPM provides:

Idaho Power has determined that limited dynamic transfer capacity exists across its system east to west. The capacity is limited to 600 MW. Currently, all available capacity is fully subscribed by native load (400 MW) and third parties (200 MW).⁵⁷

40. Applicants explain that the last sentence of the provision is incorrect. Applicants clarify that the correct allocations are 200 MW to Idaho Power’s native load; 200 MW to

⁵⁴ Applicants First Answer at 10.

⁵⁵ *Id.*

⁵⁶ *Id.*

⁵⁷ *Id.* at 11 (citing Dynamic Transfer BPM, section 27.1.1).

third-parties (which was granted to PacifiCorp via its June 2009 Point-to-Point Service Request); and 200 MW that was granted to PacifiCorp through PacifiCorp's June 2013 Request. Applicants note that Idaho Power is in the process of correcting the erroneous sentence in the Dynamic Transfer BPM, but that no customer other than PacifiCorp has requested dynamic transfer service from Idaho Power since it granted the June 2009 Point-to-Point Service Request.⁵⁸

41. Applicants note further that in the event that Idaho Power determines that it can grant the 510 MW of transmission service requests that PacifiCorp is required to submit as part of the Transaction,⁵⁹ 200 MW of dynamic transfer service made available by way of the June 2009 Point-to-Point Service Request will be updated to reflect the later request of an additional 200 MW of dynamic transfer service. Thus, Applicants state that under section 9.3(a) of the Joint Ownership/Operating Agreement, 400 MW of dynamic transfer service may be utilized by PacifiCorp over the combination of paths that comprise the 510 MW of transmission service requests, subject to the limitations described in the Joint Ownership/Operating Agreement.

42. Applicants also argue that the dynamic scheduling provisions in section 9.3 of the Joint Ownership/Operation Agreement are not discriminatory. Applicants state that PacifiCorp is an eligible customer under Idaho Power's OATT, and that it is the only customer that has requested dynamic transfer service over Idaho Power's transmission system. Applicants note further that Idaho Power retains only a minority portion of the dynamic transfer capability of its system that is needed for native load service with the remaining capacity made available to eligible customers. Applicants also observe that the transmission capacity that PacifiCorp seeks to dynamically schedule was requested over OASIS following the filing of the Transaction at the Commission. Finally, Applicants note that PacifiCorp can only use the 400 MW of dynamic capacity if the Commission accepts the Joint Ownership/Operating Agreement, the Transaction closes, and Idaho Power grants PacifiCorp's requested 510 MW of transmission capacity.⁶⁰

⁵⁸ *Id.*

⁵⁹ Applicants state that, as part of the Transaction, PacifiCorp was required to submit firm point-to-point transmission service requests totaling 510 MW to Idaho Power: 250 MW are a redirect of transmission service provided pursuant to a 2010 interconnection and transmission service agreement; 200 MW are a redirect of the June 2009 Point-to-Point Service Request; and 60 MW are a new request for point-to-point service. *Id.* at 10.

⁶⁰ *Id.* at 12.

c. **Responses to Applicant's First Answer**

43. In response to Applicants' answer, Powerex argues that Applicants should specifically affirm that dynamic transfer capacity on the affected paths will be made available to all eligible customers on a non-discriminatory basis. Powerex states that as additional customers with firm transmission rights request dynamic capabilities over the affected facilities, all available dynamic transfer capacity must be identified and accurately posted, and allocated among requesting customers based on clearly articulated, non-discriminatory principles.⁶¹

44. In response to the additional facts provided by Applicants regarding dynamic transfer service, Power Producers Coalition argues that Idaho Power's reservation for PacifiCorp of an additional 200 MW of east to west dynamic transfer service over and above its current allocation is not appropriate. Power Producers Coalition also disputes Applicants' reliance on the fact that no customer other than PacifiCorp has requested dynamic service since Idaho Power granted PacifiCorp the June 2009 Point-to-Point Service Request. Power Producers Coalition asserts that Idaho Power first notified the market that it had additional dynamic transfer service capacity available through Applicants' answer, and that since PacifiCorp does not yet hold the 200 MW of additional east to west point-to-point capacity it has requested, PacifiCorp is not in a position to request or use such dynamic transfer service even if it were available. Power Producers Coalition argues that if additional east to west dynamic transfer service capability exists on the Idaho Power transmission system, it should be made available on an open access basis to any entity desiring it that meets the OATT and business practice requirements.⁶²

45. Power Producers Coalition also disputes Applicants' claim that PacifiCorp did not file any requests for transmission capacity in Idaho Power's queue until after the Transaction was filed with the Commission. Power Producers Coalition states that, based upon their review of Idaho Power's OATT Request Log, PacifiCorp submitted queue requests for an additional 510 MW of point-to-point transmission service on October 24, 2014, the same day PacifiCorp executed the Joint Ownership/Operating Agreement, and two months prior to Applicants filing the Section 203 Application. Power Producers Coalition alleges that Applicants have misstated facts, and that the timing of the queue

⁶¹ Powerex Answer at 2-3.

⁶² Power Producers Coalition Answer at 3.

request suggests that PacifiCorp knew, and took action on, information that was not generally available to the public.⁶³

d. Applicants' Second Answer

46. Applicants reject Power Producers Coalition's suggestion that PacifiCorp submitted transmission service requests to Idaho Power over OASIS based on information that was not generally available to the public. Applicants state that they incorrectly stated that PacifiCorp submitted its transmission service requests after the Transaction was filed at the Commission, and that the transmission service requests were submitted after the Transaction was made public on October 24, 2014, through a Form 8-K filing with the Securities and Exchange Commission, and after both Applicants publicly announced the Transaction on OASIS.⁶⁴ Applicants state that the transmission requests were not based upon non-public information, as Power Producers Coalition alleges.

47. Applicants also assert that Idaho Power complied with the Commission's open access rules with the allocation of dynamic transfer capacity in the Joint Ownership/Operating Agreement. According to Applicants, in Order No. 890-A, the Commission stated that the "unique, customer-specific nature of [dynamic transfer service is] more properly arranged by negotiation between the relevant parties rather than standardized in the *pro forma* OATT."⁶⁵ Applicants note further that in Order No. 888, the Commission did not require that transmission providers offer Dynamic Scheduling Service, but noted that they could do so voluntarily.⁶⁶

⁶³ *Id.* at 2.

⁶⁴ Applicants Second Answer at 5.

⁶⁵ *Id.* at 6-7 (quoting *Preventing Undue Discrimination and Preference in Transmission Service*, Order No. 890, FERC Stats. & Regs. ¶ 31,241, *order on reh'g*, Order No. 890-A, FERC Stats. & Regs. ¶ 31,261, at P 630 (2007), *order on reh'g*, Order No. 890-B, 123 FERC ¶ 61,299 (2008), *order on reh'g*, Order No. 890-C, 126 FERC ¶ 61,228, *order on clarification*, Order No. 890-D, 129 FERC ¶ 61,126 (2009)).

⁶⁶ *Id.* n.22 (citing Order No. 890-A FERC Stats. & Regs. ¶ 31,261 at P 630; *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 31,710 (1996)).

48. Applicants also note that, contrary to Power Producers Coalition's claim, Idaho Power's transmission business practice manual does not require that an existing transmission service reservation must precede a request, or grant of, dynamic transfer service. Applicants state that Idaho Power's business practice manual provides that if Idaho Power determines that generation can be transferred dynamically, the customer must possess a transmission service reservation to utilize the dynamic transfer service. Applicants explain that if the Transaction closes and Idaho Power grants PacifiCorp's pending transmission service requests, PacifiCorp will possess the transmission capacity over which it may use the dynamic transfer service. Applicants state that nowhere has Idaho Power stated or implied that it would withhold access to available dynamic transfer capability from any customer requesting to use it. Applicants assert that Idaho Power has followed its business practice manual and its OATT, and that Power Producers Coalition has not shown that any dynamic transfer capability has been improperly withheld from the market generally, or from any specific market participant.⁶⁷

49. Applicants confirm for Powerex that dynamic transfer capability will continue to be managed in accordance with Applicants' respective business practice manual and the Commission's open access requirements.⁶⁸

e. Commission Determination

50. We find that there is no evidence that Applicants engaged in undue discrimination with respect to the dynamic transfer service offered to PacifiCorp pursuant to the Joint Ownership/Operating Agreement, nor any evidence that Applicants violated any OATT or OASIS requirements.

51. As Applicants point out, in Order No. 888, the Commission did not require transmission providers to offer dynamic scheduling service to transmission customers, stating that transmission providers could do so voluntarily.⁶⁹ In Order No. 890, the Commission upheld its determination not to mandate a dynamic scheduling service in the *pro forma* OATT, and recognized that transmission customers had been able to secure dynamic scheduling agreements on a negotiated basis.⁷⁰ The Commission stated that it

⁶⁷ *Id.* at 7-8.

⁶⁸ Applicants Second Answer at 4.

⁶⁹ Order No. 888, FERC Stats. & Regs. ¶ 31,036 at 31,710.

⁷⁰ Order No. 890-A, FERC Stats. & Regs. ¶ 31,261 at PP 630-631.

did not intend to disrupt those agreements in the Order No. 890 rulemaking.⁷¹ Rather, the Commission stated that transmission providers could propose dynamic scheduling services pursuant to FPA section 205 filings, and that it would consider such proposals on a case-by-case basis.⁷² The Commission notes that dynamic transfers are widespread in the Western Interconnection and are routinely provided by numerous transmission providers who are not members of Regional Transmission Organizations or Independent System Operators and, like Idaho Power, do not have specific tariff provisions governing dynamic transfer service but provide the service on an “as-available” basis.⁷³

52. In this case, Idaho Power does not offer dynamic transfer service under its existing OATT. However, any transmission customers seeking an allocation of dynamic transfer capability may submit a request for a study pursuant to Idaho Power’s Dynamic Transfer BPM, which is materially different from a transmission service request study. For instance, although OASIS rules require transmission providers to “post” available transfer capacity on their OASIS websites, there is no requirement to post dynamic transfer capacity in the same manner. Based on the representations made in these proceedings, PacifiCorp properly requested dynamic transfer capability, and therefore, the authorization for PacifiCorp to use 400 MW of dynamic transfer capability under section 9.3 of the Joint Operating/Ownership Agreement is not unjust and unreasonable. In addition, we find no basis for the allegations that Idaho Power engaged in undue discrimination in violation of FPA section 205 when it allocated 200 MW of dynamic transfer capability to PacifiCorp in response to PacifiCorp’s June 2013 request because, as Applicants point out, no other customer requested dynamic transfer capability. Likewise, protesters do not claim that anyone besides PacifiCorp requested the dynamic transfer capability that Idaho Power proposes to allocate to PacifiCorp pursuant to section 9.3 of the Joint Ownership/Operating Agreement.

53. Nevertheless, the Commission admonishes Idaho Power to ensure the accuracy of its Dynamic Transfer BPM. The Commission notes that Idaho Power identified the error in the Dynamic Transfer BPM in late January 2015. A review of the Dynamic Transfer BPM, as of issuance of this order, indicates that Idaho Power has still not corrected its error.

⁷¹ *Id.* P 631.

⁷² Order No. 890, FERC Stats. & Regs. ¶ 31,241 at P 1172.

⁷³ *See, e.g.*, Dynamic Scheduling Agreement between Southern California Public Power Authority and Nevada Power Company, Service Agreement No. 14-00018, Docket No. ER14-1595-000 (Mar. 26, 2014) (accepted by *Nev. Power Co.*, Docket No. ER14-1595-000 (May 14, 2014) (unpublished letter order)).

3. Issues Related to Transmission Rates

a. Power Producers Coalition and the City of Seattle

54. Although Power Producers Coalition argues that the Transaction raises cross-subsidization concerns, its arguments concern the effects of the Section 205 Filings and the Section 203 Application on wholesale transmission rates.⁷⁴ Specifically, Power Producers Coalition asserts that Applicants' testimony before the Washington, Oregon, and Idaho Commissions "clarifies that the Transaction will shift substantial costs from retail power customers to FERC-jurisdictional transmission customers."⁷⁵ In addition, Power Producers Coalition states that Applicants' testimony shows that Applicants anticipate that, as a result of the Transaction, "Idaho Power's Commission-jurisdictional transmission rate for OATT service will increase by 47.6 percent on October 1, 2015 from the current yearly rate of \$22,710 per MW to a new yearly rate of \$33,530 per MW, a 47.6 percent increase, allowing for a decrease in costs to PacifiCorp's native load customers of over \$4 million per year and a decrease in costs to Idaho Power's native load customers of over \$9 million per year."⁷⁶ Power Producers Coalition argues that the records in these retail proceedings contradict Applicants' statements that the Transaction will not result in any cross-subsidization concerns.

55. The City of Seattle echoes the concerns raised by Power Producers Coalition as to these issues, asserting that if currently recognized service demands are decreased or removed from Idaho Power's formula rate, the resulting charges to Idaho Power's OATT customers will be unjust and unreasonable.⁷⁷ In particular, the City of Seattle argues that if the demand represented by the Legacy Agreements is removed from Idaho Power's

⁷⁴ The Commission's analysis of rate effects under FPA section 203 differs from the analysis of whether rates are just and reasonable under FPA section 205. *See, e.g., ITC Holdings Corp.*, 143 FERC ¶ 61,256, at P 118 (2013); *Startrans IO, L.L.C.*, 122 FERC ¶ 61,307, at P 25 (2008); *ALLETE, Inc.*, 129 FERC ¶ 61,174, at P 19 (2009).

⁷⁵ Power Producers Coalition Answer at 4.

⁷⁶ *Id.* at 4-5 (citing Direct Testimony of Lisa Grow filed with the Idaho Commission, Case No. IPC-E-14-41 (Dec. 19, 2014), and Direct Testimony of Greg Duvall filed with the Washington Commission, Case No. UE-144136 (Dec. 19, 2014)).

⁷⁷ City of Seattle Comments at 4.

load divisor in its formula rate as a result of the Transaction, the result would be “significant and unwarranted” increase in Idaho Power’s rate for OATT service.⁷⁸

b. Applicants’ Response

56. In response to the City of Seattle, Applicants assert that any concerns regarding what may happen in a future rate proceeding regarding Idaho Power’s rates are outside the scope of this proceeding and properly addressed in a future rate proceeding.

c. Commission Determination

57. Power Producers Coalition’s and the City of Seattle’s arguments concern transmission formula rate updates that will be the subject of future rate filings by Applicants. As Applicants explain in the Section 203 Application, their formula transmission rates on file with the Commission are updated on an annual basis, and the next such update following the close of the Transaction will reflect Applicants’ new ownership interests in the transmission facilities.⁷⁹ Power Producers Coalition and the City of Seattle will have the opportunity to raise their concerns regarding Applicants’ transmission formula rates when Applicants submit their transmission formula rate updates reflecting the new ownership interests in the affected transmission facilities following the close of the Transaction.⁸⁰

4. Show Cause Order

a. Power Producers Coalition Protest

58. Power Producers Coalition urges the Commission to consider the Transaction and the Section 205 Filings within the context of the show cause order initiating an FPA section 206 investigation into the market-based rates of the subsidiaries of Berkshire Hathaway Energy Company, including PacifiCorp.⁸¹ Power Producers Coalition argues

⁷⁸ *Id.* at 5.

⁷⁹ *See* Section 203 Application at 19.

⁸⁰ *See* Idaho Power Company Open Access Transmission Tariff, Attachment H: Total Transmission Revenue Requirement, section 1.1.5; PacifiCorp Open Access Transmission Tariff, Attachment H-2: Formula Rate Implementation Protocols, Articles II and III.

⁸¹ Power Producers Coalition Protest at 10-11 (citing *Nev. Power Co.*, 149 FERC ¶ 61,219 (2014) (Berkshire Show Cause Order)).

that the show cause order raises “warning flags,” and that the Commission should not act on the merits of the proposals in these proceedings until the process established by the show cause order has been completed and appropriate mitigation measures are adopted by or imposed upon PacifiCorp.⁸²

b. Commission Determination

59. We decline to delay acting on the merits of the Section 205 Filings until the process established by the Berkshire Show Cause Order is completed. The Section 205 Filings do not implicate the issues addressed in the Berkshire Show Cause Order.

The Commission orders:

(A) The Joint Owners/Operating Agreement; the Termination Agreement; the Amended and Restated Bridger Ownership Agreement; the Amended and Restated Bridger Operating Agreement; and the certificates of concurrence are accepted for filing, as discussed in the body of this order.

(B) Applicants’ notices of cancellation of the Superseded Jim Bridger Agreements, the Legacy Agreements, and the Termination Agreement are hereby accepted for filing, as discussed in the body of this order.

(C) Applicants must submit a compliance filing notifying the Commission that either the Transaction has closed, in which case the agreements, certificates of concurrence, and notices of cancellation are effective of the date of closing of the Transaction; or the Transaction did not close, in which the agreements, certificates of concurrence, and notices of cancellation are deemed to be withdrawn, as discussed in the body of this order.

⁸² Power Producers Coalition Protest at 11.

(D) Applicants must, within 10 days of closing of the Transaction, make a filing in eTariff to amend the effective date of the agreements and notices of cancellation accepted for filing herein to indicate the date of closing, as discussed in the body of this order.

By the Commission.

(S E A L)

Kimberly D. Bose,
Secretary.