110 FERC ¶ 61,175
UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Before Commissioners: Pat Wood, III, Chairman;
Nora Mead Brownell, Joseph T. Kelliher,
and Suedeen G. Kelly.

Basin Electric Power Cooperative — Docket Nos. NJ04-2-000, NJ04-2-001, NJ04-2-002

ORDER GRANTING PETITION FOR DECLARATORY ORDER, SUBJECT TO MODIFICATIONS

(Issued February 18, 2005)

1. On January 20, 2004, as amended on February 18, 2004 and June 24, 2004, Basin Electric Power Cooperative (Basin Electric) filed revisions to its "safe harbor" reciprocity open access transmission tariff (OATT) in order to incorporate its proposed Standard Large Generator Interconnection Procedures (LGIP) and its proposed Standard Large Generator Interconnection Agreement (LGIA). Basin Electric requests that the Commission find that its revised OATT will continue to be an acceptable reciprocity tariff.[1] In this order, the Commission grants Basin Electric's petition for declaratory

[1] While Basin Electric simply requests that the Commission find that its revised OATT continues to be an acceptable reciprocity tariff, its filing is in essence a petition for a declaratory order and we will treat it as such. *See 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 31,760-61(1996) (Order No. 888), *order on reh'g*, Order No. 888-A, FERC Stats. & Regs. ¶ 31,048 at 30,288-89 (1997), *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 (1997), *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).

order, subject to the modifications discussed below. This order benefits customers because it ensures that the terms, conditions, and rates for interconnection service are just and reasonable and thus encourages more competitive markets.

**Background**

2. In Order No. 2003,[2] pursuant to its responsibility under sections 205 and 206 of the Federal Power Act (FPA)[3] to remedy undue discrimination, the Commission required all public utilities that own, control, or operate facilities for transmitting electric energy in interstate commerce to append the *pro forma* LGIP and LGIA (Appendix C to Order No. 2003) to their OATTs. The Commission left it to Transmission Providers[4] to justify any variation to the *pro forma* LGIP or LGIA based on either regional reliability requirements or the "consistent with or superior to" rationale.[5]

3. Basin Electric, a Rural Utilities Service (RUS)-financed, rural electric cooperative, is not a public utility within the Commission's jurisdiction under sections 205 and 206 of the FPA. It is therefore not subject to the open access requirements of Order Nos. 888 and 2003 applicable to public utilities, although it may voluntarily file an OATT with the Commission.

4. In Order No. 888, the Commission required a non-public utility that owns, operates or controls transmission facilities, as a condition of receiving open access transmission service from a public utility under its OATT, to provide reciprocal

[2] *Standardization of Generator Interconnection Agreements and Procedures,* Order No. 2003, 68 Fed. Reg. 49,845 (Aug. 19, 2003), FERC Stats. & Regs., ¶ 31,146 (2003) (Order No. 2003), *order on reh'g*, Order No. 2003-A, 69 Fed. Reg. 15,932 (Mar. 26, 2004), FERC Stats. & Regs., ¶ 31,160 (2004) (Order No. 2003-A), *order on reh'g*, Order No. 2003-B, 70 Fed. Reg. 265 (Jan. 4, 2005), FERC Stats. & Regs., ¶ 31,171 (2004) (Order No. 2003-B), *reh'g pending*; *see also Notice Clarifying Compliance Procedures*, 106 FERC ¶ 61,009 (2004).

[3] 16 U.S.C. §§ 824d-824e (2000).

[4] The "Transmission Provider" is the entity with which the Generating Facility is interconnecting. The term "Generating Facility" means the specific device (having a capacity of more than 20 megawatts) for which the Interconnection Customer has requested interconnection. The owner of the Generating Facility is referred to as the "Interconnection Customer."

[5] *See* Order No. 2003 at P 826.

transmission service on comparable terms. As one method of satisfying this reciprocity requirement, the Commission allowed non-public utilities to file OATTs with the Commission under the voluntary safe harbor provision. Under this provision, the Commission could issue a declaratory order finding that a non-public utility's proposed OATT is an acceptable reciprocity tariff if its provisions "substantially conform" or are superior to the *pro forma* OATT. Order No. 2003 states that a non-public utility that has a safe harbor tariff may add to its tariff an interconnection agreement and interconnection procedures that substantially conform or are superior to the *pro forma* LGIA and *pro forma* LGIP if it wishes to continue to qualify for safe harbor treatment.[6] The Commission determined Basin Electric's safe harbor tariff to be acceptable before Order No. 2003 and, in these filings, Basin Electric proposes to incorporate its proposed LGIA and LGIP into its reciprocity tariff so that it can continue to qualify for safe harbor treatment.[7]

5. Basin Electric's filings[8] reflect variations from the *pro forma* LGIP and *pro forma* LGIA. Basin Electric states that the proposed variations are either: (1) based on existing regional reliability standards applicable to it as a member of the Western Electricity Coordinating Council (WECC); (2) consistent with or superior to the *pro forma* LGIP and *pro forma* LGIA; or (3) to ensure comparable treatment. Basin Electric made no compliance filing after the issuance of Order No. 2003-A.

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[6] *Id.* at P 842.

[7] *See Basin Electric Power Cooperative*, 102 FERC ¶ 61,253 (2003) (accepting reciprocity tariff).

[8] On January 20, 2004, Basin Electric filed its proposed LGIP and LGIA. On February 18, 2004, Basin Electric made a filing to amend its filing to revise the table of contents of its OATT to reflect the inclusion of its proposed LGIP and LGIA. On June 15, 2004, the Director, Division of Tariffs and Market Development – West, acting pursuant to delegated authority, issued a deficiency letter seeking additional information relating to Basin Electric's filing. On June 24, 2004, Basin Electric responded to the deficiency letter.

**Notice of Filing and Responsive Pleadings**

6. Notice of Basin Electric's January 20, 2004 filing was published in the *Federal Register*, 69 Fed. Reg. 5,332 (2004), with interventions and protests due on or before February 10, 2004. None were filed. Notice of Basin Electric's February 18, 2004 filing was published in the *Federal Register*, 69 Fed. Reg. 9,608 (2004), with interventions and protests due on or before March 1, 2004. None were filed.

**Discussion**

7. As discussed more fully below, the Commission finds that, with certain modifications, Basin Electric's provisions substantially conform or are superior to the requirements of the *pro forma* LGIP and LGIA and that its safe harbor tariff thus remains valid.[9]

**A. Proposed variations based on regional reliability standards**

**1. Section 3.2.2.2 (Network Resource Interconnection Service Study)**

8. Section 3.2.2.2 of the *pro forma* LGIP sets forth the study process for Network Resource Interconnection Service. It requires that the Transmission System be tested at peak load under a variety of severely stressed conditions. Basin Electric proposes to modify this section to require testing of the Transmission System at off-peak loads also. It contends that this revision is supported by the WECC's Reliability Criteria, Planning Standards S1, S2, S3, and S4, which require transmission systems to be designed to meet all demand levels over the range of forecast system demands.[10]

9. In Order No. 2003, the Commission specified that modifications to section 3.2.2.2 of the *pro forma* LGIP must be shown to be consistent with or superior to the *pro forma* LGIP, not based solely on a regional reliability requirement. However, in Order No. 2003-B, the Commission concluded that this is not necessary.[11] We will allow the

[9] *See* Order No. 2003-A at P 773.

[10] Furthermore, Basin Electric asserts that this modification reflects the regional practice of using either off-peak or peak models to study worst case system dynamics. We note, however, that Order No. 2003 does not permit variations based only on regional practices.

[11] *See* Order No. 2003-B at P 71.

non-independent Transmission Provider to adopt study criteria that consider non-peak load conditions if the Transmission Provider, upon request by the Interconnection Customer, agrees to provide the Interconnection Customer with a written justification for doing so. Accordingly, in order for Basin Electric's safe harbor tariff to remain valid, Basin Electric must revise its proposed modification to section 3.2.2.2, as discussed in Order No. 2003-B.[12] Moreover, we remind Basin Electric that, in order to continue to meet the reciprocity condition, it must provide comparable service to others; that is, it must study non-peak conditions for interconnection of its own and any affiliate's generating facilities on the same basis that it studies non-peak conditions for non-affiliated generators.

### 2. <u>Section 7.3 (Scope of Interconnection System Impact Study)</u>

10. Section 7.3 of the *pro forma* LGIP states that the Interconnection System Impact Study will consist of a short circuit analysis, a stability analysis, and a power flow analysis. Basin Electric proposes to modify this section by listing the types of stability analyses (e.g., sub synchronous, transient and dynamic voltage) that may be included in the Interconnection System Impact Study. The type of stability analyses to be performed would be at its discretion. In addition, Basin Electric proposes to modify the language so that it may perform other studies as required by the North American Electric Reliability Council (NERC). It asserts that these revisions are supported by the WECC's Reliability Criteria, Table W-1 (page 12), Figure W-1 (page 13), Table 1 (page 24), and an associated narrative extracted from M1 (page 14) concerning transient stability performance requirements.

11. We find that Basin Electric's proposal to modify section 7.3 of the *pro forma* LGIP contains, with one exception,[13] provisions that are not directly supported by an established regional reliability standard. We note that section 7.3 of the *pro forma* LGIP does not preclude Basin Electric from including the specific analyses it intends to perform in the individual agreements with its customers. Therefore, the Commission cannot find that Basin Electric has a valid safe harbor tariff unless it removes or justifies as substantially conforming to the *pro forma* LGIP the modifications to section 7.3 of the *pro forma* LGIP.

[12] *See MidAmerican Energy Company*, 106 FERC ¶ 61,322 (2004).

[13] Basin Electric proposes to modify the *pro forma* language so that it may perform other studies as required by NERC in order to substantially conform to the *pro forma* LGIP.

### 3. Appendix 1 (Interconnection Request)

12. Appendix 1 of the *pro forma* LGIP is the Interconnection Request that an Interconnection Customer uses to submit a request for interconnecting its large generating facility. Basin Electric proposes to modify Attachment A to the Interconnection Request to require the Interconnection Customer to provide specific power quality curve information, if available, or specify that the unit complies with the Institute of Electrical and Electronic Engineers (IEEE) 519 standards. Basin Electric states that this proposed revision is supported by the WECC Reliability Criteria, section I.C, measure M1, which states that facility interconnection standards shall address various items, including power quality. It also asserts that IEEE 519 standards should be incorporated into the Interconnection Request to ensure that power quality standards are in accordance with WECC Reliability Criteria.

13. Basin Electric also proposes to revise Attachment A to the Interconnection Request to require the Interconnection Customer to identify other special equipment and any flexible AC transmission devices such as static volt ampere reactive compensators or special protection systems. Basin Electric states that this proposed revision is supported by WECC Reliability Criteria, Section III F, page 86, which states that special protection systems are an acceptable way to meet performance requirements and that those who rely on special protection systems to meet NERC standards must ensure that these special protection systems are highly reliable.

14. Finally, Basin Electric proposes to modify the Interconnection Request to include numerous provisions for wind generation and other new technology generation. Basin Electric states that it has not identified any specific WECC reliability requirements that support this change; however, it asserts that the WECC is currently developing reliability requirements for new technology generation and wind farms.

15. With respect to the inclusion of power quality curve information, we agree that the proposed modification is based upon a WECC regional reliability standard. Therefore, the proposed modification is accepted.

16. However, with respect to the proposed phrase “or specify that the unit is IEEE 519 compliant,” Basin Electric has not identified a specific WECC provision that links IEEE 519 compliance with its proposed changes concerning power quality curve information. Therefore, the Commission cannot find that Basin Electric has a valid safe harbor tariff unless it removes the proposed phrase from the Interconnection Request or justifies it as substantially conforming to the *pro forma* LGIP.

17. We find that Basin Electric's proposal to require that the Interconnection Customer identify other special equipment and any flexible AC transmission devices is consistent with an existing WECC Reliability criterion. Accordingly, the proposed modification is accepted.

18. Lastly, Basin Electric acknowledges that it cannot identify any specific WECC requirements for its proposed changes regarding wind generation. Basin Electric must remove these modifications in order for the Commission to find that Basin Electric has a valid safe harbor tariff. If the WECC modifies its reliability requirements with respect to wind generation and other developing technologies, Basin Electric may file proposed revisions to its LGIA and LGIP that reflect the WECC's modified requirements.[14]

### B. Proposed variations based upon the substantially conforming or superior to standard[15]

#### 1. Proposed modifications to the LGIP

19. Section 3.1 of the *pro forma* LGIP requires the Interconnection Customer to select the definitive Point(s) of Interconnection to be studied no later than the execution of the Interconnection Feasibility Study Agreement. Basin Electric proposes to modify this section to state that the Interconnection Customer must select a definitive *single* Point of Interconnection to be studied no later than the execution of the Interconnection Feasibility Study Agreement. Basin Electric contends that this revision is consistent with the remainder of the LGIP.

20. Section 4.4.3 of the Order No. 2003 *pro forma* LGIP states that any change to the Point of Interconnection is a Material Modification and thus requires a new Interconnection Request. Basin Electric proposes to modify this section to state that any change to the Point of Interconnection, "except by mutual agreement in accordance with

[14] *See also* Docket No. RM05-4-000, Interconnection for Wind Energy and Other Alternative Technologies.

[15] Basin Electric requested that certain proposed revisions be evaluated under the "consistent with or superior to" standard. However, Order No. 2003 provides that revisions to a safe harbor tariff will be evaluated against the "substantially conform or superior to" standard, and that is what we have done.

sections 4.4.1, 6.1, and 7.2," is a Material Modification. Basin Electric asserts that, should the Transmission Provider and the Interconnection Customer reach a mutual agreement, this would allow the Interconnection Customer to change the Point of Interconnection without having to submit a new Interconnection Request.

21. Basin Electric proposes to insert a new section 11.4 requiring the Interconnection Customer to pay the Transmission Provider for actual costs, including legal, consulting, administrative and general costs to negotiate, file and obtain Commission acceptance of the LGIA. Basin Electric cites *Southern Company Services, Inc. v. FERC*, 353 F.3d 29 (D.C. Cir. 2003) (*Southern*) as justification.

22. Section 13.3 of the *pro forma* LGIP states that the Interconnection Customer shall pay the actual cost of the Interconnection Studies. Basin Electric proposes to modify section 13.3 to hold the Interconnection Customer responsible for paying the Transmission Provider's actual costs for Interconnection Studies, as well as any optional Interconnection Studies and all costs related to Basin Electric's new section 11.4. These costs would include legal, consulting, administrative and general costs. In addition, Basin Electric proposes to modify this provision to reiterate that the Interconnection Customer would also be responsible for all costs associated with proposed new section 11.4. Basin Electric again refers to *Southern* to justify its proposed changes to section 13.3.

23. Basin Electric proposes to modify section 6.0 of the Interconnection Feasibility Study Agreement, section 6.0 of the Interconnection System Impact Study Agreement, section 5.0 of the Interconnection Facilities Study Agreement, and section 6.0 of the Optional Interconnection Study Agreement in the *pro forma* LGIP to clarify that the Interconnection Customer is responsible for certain costs as set forth in modified section 13.3. In addition, Basin Electric states that relevant billing provisions have also been added to those sections.

24. Basin Electric has not met its burden of demonstrating that the proposed revisions substantially conform or are superior to the *pro forma* provisions, except as noted in paragraph 25. Merely stating that a proposed modification is intended to clarify a *pro forma* provision does not meet that burden. Moreover, Basin Electric's arguments regarding section 11.4 are impermissible collateral attacks on Order No. 2003. Accordingly, the Commission cannot find that Basin Electric has a valid safe harbor tariff unless it removes these proposed revisions.

25. However, in Order No. 2003-A, the Commission revised the relevant language in section 4.4.3 to read "[a]ny change to the Point of Interconnection, except those deemed acceptable under Sections 4.4.1, 6.1, 7.2 or so allowed elsewhere, shall constitute a material modification." On this basis, we will accept Basin Electric's proposed revision to section 4.4.3.

**2. <u>Proposed Revisions to the LGIA</u>**

26. Article 4.1 of the *pro forma* LGIA sets forth the Interconnection Product Options. Basin Electric seeks to clarify that the Interconnection Customer must select one of the two types of interconnection product options.

27. Article 4.3.1 of the *pro forma* LGIA sets forth provisions governing Generator Balancing Service Arrangements. Basin Electric proposes to "modify and tighten" the language in the article while preserving its original intent. In addition, Basin Electric asserts that its proposed revisions clarify that it may not be subject to the requirements of this article because it is a non-jurisdictional utility.

28. Basin Electric proposes to add a new article 5.16.2 to clarify that if a higher queued interconnection customer withdraws from the queue or terminates its interconnection agreement, then the Transmission Provider will restudy the Interconnection Customer's Interconnection Request. Basin Electric proposes to have the Interconnection Customer be responsible for the costs of such restudies. This proposed modification would also hold the Interconnection Customer responsible for any reassignment of Network Upgrade costs resulting from the higher queued interconnection customer's withdrawal or termination. Basin Electric claims that the proposed modification to article 5.16.2 is superior to Order No. 2003 because any generator seeking to interconnect with Basin Electric's Transmission System will be aware at the time it makes its Interconnection Request that it will be responsible for such financial contingencies. Basin Electric claims that this modification will also ensure that all generators seeking to interconnect with its Transmission System will be treated on a comparable basis.

29. Basin Electric proposes minor revisions to both articles 5.17.8 (ii) and 9.6.3 of the *pro forma* LGIA. Article 5.17.8 (ii) of the *pro forma* LGIA sets forth provisions concerning refunds on taxable items. Basin Electric proposes to modify article 5.17.8(ii) to insert the word "interest" at the beginning of the subsection in order to clarify the

intent of the provision.[16] In addition, article 9.6.3 of the *pro forma* LGIA sets forth provisions governing payments for reactive power. Basin Electric proposes to revise this article to more closely reflect article 9.6.1.

30. Basin Electric also proposes to make additional changes that it states are designed to ensure comparable treatment of all Interconnection Customers on its Transmission System. Basin Electric proposes to attach an Appendix G to the *pro forma* LGIA that would define how its proposed monthly facilities charge would be developed. It also proposes to define the monthly facilities charge in article 1 of the *pro forma* LGIA and refer to the proposed definition and Appendix G in article 10.5 of the *pro forma* LGIA. Basin Electric contends that the definition sets forth the purpose of the charge and the manner in which the charge would be calculated. It states that these revised provisions would provide a mechanism by which the Transmission Provider could recover from the Interconnection Customer certain operation and maintenance costs associated with the Transmission Provider's Interconnection Facilities. Finally, Basin Electric asserts that recovering these costs is consistent with Basin Electric's current practices and that the revised provisions would ensure comparable treatment of its Interconnection Customers.

31. Basin Electric further proposes to modify Article 11.4.1 of the *pro forma* LGIA, which governs the refund of amounts advanced by the Interconnection Customer to the Transmission Provider for network upgrades, to ensure comparable treatment of Interconnection Customers on its Transmission System. Basin Electric asserts that: (1) the Interconnection Customer should only be entitled to Transmission Credits for transmission service actually taken by the Interconnection Customer for the Generation Facility; (2) the Transmission Provider should not have to pay interest on transmission credits; and (3) the Transmission Provider should only be obligated to refund Transmission Credits for so long as the Interconnection Customer continues to take transmission service for the Generating Facility.

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[16] The Commission notes that Basin Electric made a change to article 5.17.8(iii) (inserting the words "provided, however") without identifying it or explaining the reason for the change in its transmittal letter.

32. Basin Electric has not met its burden of demonstrating that the proposed revisions to articles 4.1, 5.16.2, 5.17.8 (iii), and 9.6.3 of the *pro forma* LGIA substantially conform or are superior to the *pro forma* provisions. As noted above, merely stating that a proposed modification is intended to clarify a *pro forma* provision does not meet that burden. Further, articles 4.3 and 4.3.1 were deleted on rehearing of Order No. 2003; therefore, the issues involving article 4.3.1 are moot.[17] Accordingly, the Commission cannot find that Basin Electric has a valid safe harbor tariff unless it removes these proposed revisions.

33. In Order No. 2003-B, the Commission revised the language in section 5.17.8 (ii) to add the word "interest" at the beginning of the subsection, revising it to read: "(ii) interest on any amount paid …." On this basis, we will accept Basin Electric's proposed revision to section 5.17.8 (ii).

34. Basin Electric's has not met its burden of demonstrating that the proposed revisions to articles 1, 10.5 and Appendix G substantially conform or are superior to the *pro forma* provisions.[18] Article 10.5 of the *pro forma* LGIA already permits a Transmission Provider to collect certain Operation and Maintenance charges associated with a Transmission Provider's Interconnection Facilities; therefore, these proposed modifications are unnecessary. The Commission also stated that the Transmission Provider could file individual service agreements with the Commission, and at that time, it could explain why its proposed rate design is just and reasonable.[19] Accordingly, we cannot find that Basin Electric has a valid safe harbor tariff unless it removes these revisions.

35. The first and third of Basin Electric's proposed revisions to 11.4.1 were addressed in Order Nos. 2003-A and 2003-B. Under those orders, a Transmission Provider may pay credits against transmission service associated with delivering the interconnecting Generating Facility's output,[20] but must repay any remaining balance after 20 years.[21]

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[17] *See* Order No. 2003-A at P 667.

[18] Basin Electric has requested that certain proposed revisions be made to ensure "comparable treatment." However, as noted above, Order No. 2003 provided that revisions to a safe harbor tariff be evaluated against the "substantially conform with or superior to" standard. Accordingly, the Commission will makes its determination based upon that standard as set forth in Order No. 2003.

[19] *See Virginia Electric and Power Co.*, 108 FERC ¶ 61,206 at P 15 (2004).

[20] *See* Order No. 2003-A at P 614-615.

With respect to Basin Electric's second proposed revision to article 11.4.1, we find that Basin Electric has provided sufficient information to conclude that its proposed rates for transmission service are comparable to the rates it charges itself.[22] Accordingly, we find that the proposed rate meets the standard for a reciprocity tariff.

### C. Miscellaneous

36. Section 1 of the *pro forma* LGIP and article 1 of the *pro forma* LGIA define terms used in the *pro forma* LGIP and LGIA. Basin Electric proposes to modify the definition of Network Upgrades to clarify that Network Upgrades refer to additions or upgrades to the Transmission System at the point where the Interconnection Facilities, not the Interconnection Customer, connects to the Transmission System.

37. Section 5.2 of the *pro forma* LGIP sets forth the procedures that take effect if the Transmission Provider transfers control of its Transmission System to a successor Transmission Provider while an Interconnection Request is pending. Basin Electric proposes to modify the second sentence of section 5.2 to include the word "Customer" after the word "Interconnection." Basin Electric asserts that this modification clarifies the intent of this provision.

38. Basin Electric further proposes to modify section 18.3.5 of the LGIA to correct a typographical error by changing the word "polices" to "policies."

39. In Order No. 2003-A, the Commission clarified the definition of "Network Upgrade" to read "… at or beyond the point at which the Interconnection Facilities connect to the Transmission Provider's Transmission System." On this basis, we will accept Basin Electric's proposed revision to section 1 of the *pro forma* LGIP and article 1 of the *pro forma* LGIA. Furthermore, in Order No. 2003-B, the Commission revised the language in section 5.2 to include the word "Customer" after the word "Interconnection."

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[21] *See* Order No. 2003-B at P 35-36 (reversing the Order No. 2003-A determination that placed no end date on the refund obligation).

[22] As we stated in Order No. 2003, with respect to a tariff filed under the "safe harbor" provision, our reciprocity policy requires that it contain rates comparable to the rates the non-public utility charges itself. *See* Order No. 2003 at P 843, *citing generally* Order No. 888, FERC Stats. & Regs ¶ 31,036 at 31,761.

On this basis, we will accept Basin Electric's proposed revision to section 5.2. Finally, in Order No. 2003-A, the Commission revised the language in section 18.3.5 to change the word "polices" to "policies." On this basis, we will accept Basin Electric's proposed revision.

40. Basin Electric further states that it has made formatting modifications to sections 3.2.2.1 and 5.1.2 of the LGIP and to section 12.4 of the LGIA. We will accept Basin Electric's proposed modifications.

<u>The Commission orders</u>:

Basin Electric's petition for a declaratory order is hereby granted, subject to the conditions discussed in the body of the order.

By the Commission.

( S E A L )

Magalie R. Salas,
Secretary.