UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

Southern Energy Delta, L.L.C.	**)**	**Docket No. ER01-147-000**
Southern Energy Potrero, L.L.C.	**)**	

MOTION TO INTERVENE AND PROTEST OF
THE CALIFORNIA INDEPENDENT SYSTEM OPERATOR CORPORATION

Pursuant to Rules 211 and 214 of the Rules of Practice and Procedure of the Federal Energy Regulatory Commission ("Commission"), 18 C.F.R. §§ 385.211, 385.214, the California Independent System Operator Corporation ("ISO") hereby protests and moves to intervene in the above-captioned proceedings. In support thereof, the ISO states as follows:

I. COMMUNICATIONS

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II. BACKGROUND

Southern Energy Delta, L.L.C. and Southern Energy Potrero, L.L.C. (together, "Southern Companies") propose in this filing amendments to their Must-Run Service Agreements ("MRSAs") with the ISO. The amendments would provide the Southern

Companies with an additional payment under the MRSAs in the nature of a formula rate. Southern Companies assert that this new payment is justified by increased costs associated with Amendment No. 26 to the ISO Tariff.

Under Section 5.2 of the ISO Tariff, the ISO designates certain Generating Units as Reliability Must-Run ("RMR") Units because operation of those units is required under some conditions to provide local grid reliability. The ISO is entitled to call upon those RMR Units for Energy and Ancillary Services to ensure the reliability of the ISO Controlled Grid. The MRSAs are the contracts under which the Southern Companies provide RMR services to the ISO. The MRSAs provide for payment of variable costs associated with the provision of RMR services and a Fixed Option Payment ("FOP") to compensate the Southern Companies for the availability of their RMR Units.

The terms and conditions of the RMR Contracts were the subject of a partial settlement filed with the Commission on April 2, 1999, and accepted by the Commission on May 28, 1999 ("Stipulation and Agreement"). *Pacific Gas & Electric Company*, *et al.*, 87 FERC ¶ 61,250 (1999). The partial settlement resolved all but a few of the issues concerning the RMR Contracts, and included amendments to both the ISO Tariff and the *pro forma* MRSA. Among the unresolved issues was the level of the FOP in the Southern Companies' MRSAs. This issue is being litigated in Docket No. ER98-495-000. In that proceeding, the ISO has taken the position that RMR Contracts are unlike traditional power supply contracts for firm capacity because they explicitly grant RMR Owners the ability to retain the financial benefits that accrue when RMR Units are economic to operate (i.e., when market Energy prices exceed the units' variable operating costs). Rather than providing firm capacity service, RMR Contracts provide

California consumers (through the ISO and the Participating Transmission Owners) the ability to ensure that RMR Units operate when needed for local reliability. RMR Contracts also mitigate the market power that these units could exercise because they are uniquely located to serve specific reliability needs; this mitigation enables the units to earn market-based rates. For these reasons, the ISO (along with the Commission Staff, the California Public Utilities Commission, the California Electricity Oversight Board, and the Participating Transmission Owners) believe that the FOP should represent the RMR Owner's net incremental costs, i.e., incremental costs attributable to providing RMR service (which include any amount by which going forward costs exceed market revenues), net of any incremental revenues attributable to RMR service. In an Initial Decision issued on June 6, 2000, the Presiding Judge in that proceeding adopted the net incremental cost approach. *Pacific Gas and Electric Company*, Initial Decision, 90 FERC ¶ 63,008 (2000).

Among the issues that were addressed in the partial settlement was the timing of Dispatch Notices for Ancillary Services or Energy under the RMR Contracts. Section 4.2 of the MRSA provides that the ISO shall issue Dispatch Notices for Energy no earlier than the establishment of Final Day-Ahead Schedules for the Day-Ahead Market, unless the ISO Tariff is amended to permit otherwise. The Stipulation and Agreement provide that a filing to alter the timing of the Dispatch Notice must include an express recognition that the proposed change alters the basis on which certain RMR Owners accepted FOP levels; that such owners may file under Section 205 for revised payment levels (solely to reflect the effect of that filing); and that such filings under Section 205 should, to the extent practicable, be consolidated or resolved concurrently with the proposed tariff change.

On January 28, 2000, the ISO filed Amendment No. 26 of the ISO Tariff, which amended the ISO Tariff to provide that the ISO shall issue Dispatch Notices for Energy, to the extent the need for such Energy is known, two hours before the close of the PX Day-Ahead Market. Amendment No. 26 was approved by the Commission on March 31, 2000, *California Independent System Operator Corp.*, 90 FERC ¶ 61,345, *reh'g pending* (2000). Amendment No. 26 provides RMR Owners the option of accepting payment under the MRSA or payment through the markets. In either instance, the Energy required from the RMR Unit to ensure reliability must be bid into the PX forward markets or scheduled in bilateral transactions and, to the extent possible, scheduled against Demand in the Preferred Schedules submitted to the ISO.

Southern Companies assert that the instant filing implements their right to request an increase in their FOP following a modification of the timing of RMR Dispatch Notices.[1] They contend that the timing and payment provisions of Amendment No. 26 cause them to incur additional "Collateral Costs" in providing RMR service, which include (i) costs attributable to the requirement that Southern Companies elect market or contract payment prior to the close of the PX markets; (ii) costs related to an inability of an Owner to elect different payment paths for Supplemental RMR Dispatch calls, (iii) loss from nonpayment for unscheduled RMR Energy; and (iv) billed costs from the PX or ISO for any amount of the MWh or MW/h contained in a Dispatch notice when a unit

[1] Southern Companies previously sought to implement a formula rate to recover costs that they asserted were the result of Amendment No. 26. *See* Docket Nos. ER00-2726 and ER00-2727. The Commission rejected the filing as an impermissible formula rate. *See Southern Energy Delta L.L.C., et al.*, 92 FERC ¶ 61,099 (2000).

is forced out of service either fully or partially. Southern Companies would employ a formula rate to recover these costs. The opportunity costs determined according to the formula would be converted to a percentage of Southern Companies' fixed costs, which percentage would be added to Southern Companies fixed option payment factor.

III. BASIS FOR MOTION TO INTERVENE

The ISO is a non-profit public benefit corporation organized under the laws of the State of California. It is responsible for the reliable operation of a grid comprising the transmission systems of Pacific Gas and Electric Company ("PG&E"), San Diego Gas & Electric Company, and Southern California Edison Company, as well as for the coordination of the competitive electricity market in California. The ISO is the sole purchaser of the services provided under the MRSAs. The ISO therefore has an interest in this proceeding. Further, because the ISO is charged with the nondiscriminatory operation of the ISO Controlled Grid, the ISO's participation in this proceeding is in the public interest. Accordingly, the ISO requests that it be permitted to intervene in this proceeding with full rights of a party.

IV. PROTEST

A. SOUTHERN COMPANIES' PROPOSED FORMULA RATE IS IMPERMISSIBLE UNDER THE STIPULATION AND AGREEMENT

Under Article I, Section C.2 of the Stipulation and Agreement, Southern Companies are prohibited, with certain exceptions, from filing amendments to the MRSAs prior to January 1, 2002. Southern Companies contend that the instant filing is a permissible exception under Article II, Section B.3(c), which provides:

> In the event the ISO seeks to modify the ISO Tariff to provide for dispatch of RMR Energy at any time prior to the ISO's establishment of Final Schedules for the Day-Ahead Market . . . , then an RMR Owner shall be permitted to file to increase the level of the Fixed Option Payment, solely to reflect the effect of the ISO filing . . . .

The FOP is defined in Article II, Section B.3(a) as "a payment representing all or a specified portion of the fixed costs of an RMR Unit." Thus, the Stipulation and Agreement allows the Southern Companies to file to increase the portion of their fixed costs that are represented by the FOP.

The Southern Companies could, within the constraints of the Stipulation and Agreement, propose to increase their interim "Fixed Option Payment Factor" from 0.5 (as specified in the interim MRSA Schedule B) to 0.6 (or, following Commission action in Docket No. ER98-495-000, to increase the FOP established therein) in order to address costs, including opportunity costs, that result from Amendment No. 26. Indeed, in Docket No. ER98-495-000, the ISO and others advocated consideration of opportunity costs as part of the Southern Companies net incremental costs. In order to justify the increased FOP, however, the Southern Companies would have to (i) prove significant opportunity or other collateral costs, (ii) quantify them and provide cost support, and (iii) establish that they derive solely from Amendment No. 26 and are imposed only on RMR Units as opposed to all merchant Generators. As discussed below, the Southern Companies have done none of these, and indeed have submitted no cost support whatsoever.

In contrast to the permissible amendment, the formula rate proposed by the Southern Companies is not an increase in the level of the FOP. Although the Southern

Companies purport to modify the Fixed Option Payment Factor, in reality they propose to charge the ISO a specified portion of their fixed costs (i.e., the FOP) *plus* an adder (unrelated to fixed costs) that changes every month, which they will "back door" into the FOP. In other words:

Z = adder/fixed costs

Additional payment = Z x fixed costs = (adder/fixed costs) x fixed costs = adder.

Under no reasonable interpretation of the Stipulation and Agreement can this adder be considered as part of the FOP. As a result, it is an impermissible amendment to the MRSAs and should be rejected.

B. SOUTHERN COMPANIES HAVE NOT JUSTIFIED THE PROPOSED CHARGES FOR "COLLATERAL COSTS"

The basis for Southern Companies' proposed amendments to the MRSAs is their asserted right to compensation for "Collateral Costs" that they contend ensue from Amendment No. 26. As an initial matter, the ISO notes that the Stipulation and Agreement does not *entitle* Southern Companies to the recovery of additional costs occasioned by a change in the timing of Dispatch Notices. Rather, it merely allows the Southern Companies to file to recover such costs. Other parties are free to oppose recovery.

Even if the Southern Companies were able to demonstrate the existence of "Collateral Costs," that alone would not establish that those costs should be recovered. The ISO should not be required, when making market design modifications in the interest of operational efficiency (such as Amendment No. 26), to design payment schemes to off-set any potential impacts of these changes on all Market Participants. Market Participants decide to participate in newly deregulated markets with the knowledge that many modifications in market design may be made based on operating experience and on-going efforts to increase market efficiency through key design changes. Only to the extent that Southern Companies can show that Amendment No. 26 caused a *significant* increase in the net incremental costs[2] should an increase in the FOP be considered.[3] Southern Companies, however, provide no cost data by which to evaluate the significance of the costs they allege. This reason alone justifies rejection of the filing.

Southern Companies specify four types of "Collateral Costs" they intend to include in their formula rate:

(1) Contract Election and Market Election Costs

(2) Opportunity Costs Associated with Supplemental RMR Calls

(3) Loss from Non-Payment of Unscheduled RMR Energy: and

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[2] The FOP calculation adopted by the Presiding Judge in Docket No. ER98-495-000 includes a significant "margin" or "deadband" which would prevent the estimated FOP (which the Presiding Judge based on the net incremental cost methodology) from increasing unless the additional opportunity costs were quite significant. In determining net increment costs associated with RMR Contracts, PG&E witness Weingart, whose calculations the Presiding Judge adopted, first calculated "operationally-related incremental costs and reasonably identifiable opportunity costs", and then subtracted "reasonably identifiable opportunity benefits". In cases where these RMR-related benefits exceeded costs, this difference was not subtracted from the administrative costs of RMR Contracts. *Pacific Gas and Electric Company* Initial Decision, 90 FERC ¶ 63,008, slip op. at 28-29 (2000). As calculated from Exh. PGE-9 in Docket No. ER98-495-000, over $1.67 million in "reasonably identifiable opportunity benefits" were excluded from the final amount of the fixed payment because total opportunity benefits exceeded opportunity costs. Thus, absent increased identifiable opportunity costs of more than $1.6 million, applying the net incremental costs methodology adopted by the Presiding Judge would not yield a higher FOP.

[3] In its protest to Southern Companies previous filing, the ISO also noted that the costs must be attributable to Southern Companies' status as RMR Owners. The ISO has omitted this factor from the current discussion only because it is not relevant to the particular "Collateral Costs" that the Southern Companies seek to recover in their current proposal.

(4) Underdelivery of Energy on Contract Path

In its protest to Southern Companies' first proposed recovery of "Collateral Costs," the ISO stated agreement that the second and fourth of these may be legitimate concerns. In response to these (and other) concerns, the ISO initiated a stakeholder process, in which Southern Companies participated. The ISO Board of Governors has approved an amendment to the ISO Tariff that will address the second. The ISO was unable to address the fourth through the stakeholder process. As discussed below, the ISO believes that Southern Companies' proposal to recover this fourth category of costs remains flawed and should be rejected.

The other two concerns raised by Southern Companies do not represent a net incremental cost of RMR designation. As such, they do not justify an increase in the FOP.

1. Contract Election and Market Election Costs

Southern Companies assert that requiring RMR Owners to choose the Market or Contract Option prior to the Day-Ahead Market increases the risks to which the companies are exposed. If the RMR Owner chooses the Market Option and its bid fails to clear the PX Day-Ahead Market, it may receive a Market Clearing Price in the PX Day-of Market that is less than its variable costs. Alternatively, if it chooses the Contract Option, if may be foregoing a higher compensation in the markets. The Commission, however, has already addressed this argument in its Order approving Amendment No. 26. In response to the expression of this concern by Southern Companies and others, the Commission directed the ISO to revise Amendment No. 26 to permit owners to select a separate payment option for each hour, rather than the entire day. The ISO complies with the Commission's directive when implementing Amendment No. 26 on June 1, 2000, and amended the ISO Tariff accordingly in its compliance filing of May 1, 2000. The Commission concluded that this revision adequately addressed concerns regarding additional risk:

> RMR owners now have almost two years of experience dealing with bidding behavior, market clearing prices, and the time periods when their variable costs are greater than the market clearing price. Based on its experience, the RMR owner can select the contract path for the hours it believes its variable costs will exceed the market clearing price and be assured full recovery of its costs, and the RMR owner can select the market path to maximize its revenue stream when it believes that the market clearing price will exceed its variable costs. In any event, RMR owners may always choose the "contract path" and avoid *all* risks of underrecovering their variable costs. We believe that permitting RMR owners the option of choosing which hours they wish to receive[ ] a contract or market payment adequately responds to intervenor concerns that in some instances an RMR unit may receive less than its variable cost during some hours.

90 FERC at 62,140.

Indeed, the option of selecting payment under the MRSA when market Energy prices fall below a unit's variable operating cost actually offers significant *benefits* to Southern Companies that are not available to other merchant Generators. Because of minimum unit operating constraints, start-up costs and start-up lead times, and the hourly nature of California's Energy and Ancillary Services Markets, it may often be more economic for a Generator to operate as a "price taker" in the forward Energy markets, rather than shut down, during certain hours when the PX Market Clearing Price is less than the unit's variable operating costs. RMR Contracts often enable Generators to avoid "off-peak losses" during such hours by allowing them to select the contract path and recover full variable operating cost payments when they receive an RMR Dispatch Notice, rather than operate at a loss as a "price taker" at their minimum operating level in the Energy market during such hours. Indeed, RMR Contracts specify the RMR Unit's minimum operating levels and run-times, which may require the ISO to issue Dispatch Notices for such minimum generating levels during off-peak hours in recognition of these unit constraints, even if Generation to meet Local Reliability Criteria is only actually necessary from these units during peak hours. Amendment No. 26 *increases* the ability of RMR Owners to maximize these benefits by giving RMR Owners perfect knowledge of RMR requirements *before* they must decide whether to schedule these units through the market or contract path, thus decreasing the risks associated with participation in the Day-Ahead Market. Moreover, the revision of Amendment No. 26 to allow owners to select a payment option on an hourly basis enhanced the ability of RMR Owners to avoid the risk of off-peak losses. These reduced risks counterbalance any increased risk that may arise from the requirement that the RMR Energy be scheduled in the forward markets.

Instead of recognizing this balance as a fair trade-off, Southern Companies attempt to use Amendment No. 26 as an excuse to insulate themselves from *any* market risk. Under their proposal, the Southern Companies, when they receive an RMR Dispatch Notice, will inform the ISO of a "Shadow Bid." If they choose the Contract Option, and the Shadow Bid would have cleared, they are paid as if they chose the Market Option. If they choose the Market Option and the Shadow Bid would not have cleared, they are paid as if they chose the Contract Option. Thus, Southern would accept the risk-reducing benefits of Amendment No. 26 while bearing no corresponding increased risk.

Moreover, Southern Companies' proposal will even reduce their market risks *below* the risks that existed prior to Amendment No. 26. Prior to Amendment No. 26, when an RMR Owner received an RMR Dispatch Notice, it had the option of accepting the payment under the RMR Contract or accepting a real-time Imbalance Energy payment under Section 5.2 of the RMR Contract. If it chose the latter, it risked the possibility that the real-time Imbalance Energy payment would be less than its variable costs. Southern Companies' proposal would entirely eliminate that risk, which Southern Companies and the other RMR Owners previously accepted as the quid pro quo for being able to deliver RMR Energy and receive market payment.

The proposed compensation for the asserted risk of the payment option choice is also bad policy for other reasons. First, with the proposed guarantee of payment for its variable costs, the RMR Owner would have a strong incentive to bid into the Day-Ahead Market at high levels, driving up the Market Clearing Price. The impact of this effect will be magnified if, consistent with the Commission's proposed order, *San Diego Gas & Electric Co.,* 93 FERC ¶ 61,121, a greater amount of Load is scheduled in forward markets.

Second, as the ISO noted in its protest to Southern Companies previous filing to recover asserted Amendment No. 26 costs, the Commission has developed a policy under which formula rates must be stated with specificity. *See, e.g., Maine Yankee Atomic Power Company*, 42 FERC ¶ 61,307 at 61,293 (1988); *Bangor Hydro-Electric Company*, 86 FERC ¶ 61,281 (1999). As the Commission noted in rejecting that filing, a transmission owner seeking to recover opportunity costs must provide a "fully developed formula describing the derivation of the opportunity costs." 92 FERC at

61,385, citing *Allegheny Power System, Inc.*, 80 FERC ¶ 61,143 at 61,550 (1997). Southern Companies, however, propose no objective criteria for determining the Shadow Bid. Neither the Commission nor the ISO will have any means to evaluate whether the Shadow Bid is an accurate reflection of the market bid that Southern Companies would have made absent Amendment No. 26. As a result, the proposal does not meet the criteria for a formula rate.

2. Opportunity Costs Associated with Supplemental RMR Calls

Southern Companies assert that the requirement that an initial payment option apply to subsequent RMR calls for the same hour (Supplemental RMR Dispatch Notices) deprives the RMR Owner of the ability to respond to additional market information. As discussed above, the ISO Board has approved an amendment to the ISO Tariff that will address these concerns. Under the proposed amendment, RMR Owners will be able to select different payment options for Supplemental RMR calls and divide the RMR Energy called under a single Dispatch Notice between payment options. The amendment will eliminate entirely the basis for the Southern Companies' claim of lost opportunity costs associated with Supplemental RMR Dispatch Notice. The ISO intends to seek Commission approval of the proposed amendment in the near future.

3. Loss from Non-Payment of Unscheduled RMR Energy

This asserted cost derives from Amendment No. 26's proscription of payment for Energy that is not bid and scheduled as required by Amendment No. 26. This "cost," however, is not occasioned by Amendment No. 26. Rather, it is only occasioned by the RMR Owner's *willful* failure to bid into the PX Markets as required.

If the RMR Owner complies with the bidding requirements, but is not scheduled, it is still paid.

This provision of Amendment No. 26 is simply a penalty for noncompliance. Without it, there would be no incentive for an RMR Owner to schedule the Energy as required. Indeed, if the RMR Owner expected the Imbalance Energy price to exceed the Day-Ahead Market Clearing Price, it would have an incentive *not* to comply with the ISO Tariff. This is no more a cost of Amendment No. 26 than a fine for running a red light is an increased cost on reckless or negligent drivers from the installation of a traffic light.

4. Underdelivery of Energy on Contract Path

As described above, in its protest of Southern Companies' previous filing, the ISO agreed that the requirement for an RMR Owner choosing the Contract Option to schedule the RMR Energy in forward markets imposed a new cost on an RMR Owner when a forced outage prevented delivery of the Energy.[4] Under such a circumstance, the RMR Owner foregoes payment for the undelivered Energy under the MRSA and must pay the cost of the replacement Energy in the Imbalance Energy Market. As compensation, Southern Companies propose an additional payment equal to the difference between the PX Market Clearing Price for the undelivered

[4] Southern Companies' illustration of the costs, however, both exaggerates and confuses the issue. First, the illustration would suggest that something is changed about the payment for the 80 megawatts that are delivered. In fact, the only difference accomplished by Amendment No. 26 is that the RMR Owner, by virtue of the requirement that the RMR Energy be scheduled, become responsible for the cost of replacement Energy in the event of a forced outage. Second, the $70 price differential between the PX Market Clearing Price and the Ex Post Price is atypical, and is likely to happen only in time of high demand. At such times, of course, the PX Market Clearing Price is likely to be higher than average, and the rational RMR Owner is likely to choose the Market Option rather than the Contract Option.

Energy and the Ex Post Price for the replacement Energy.[5] Southern Companies' proposal, however, is significantly flawed.

Most importantly, Southern Companies do not limit the proposed compensation to underdelivery due to forced outages. The responsibility for replacement power, however, provides the RMR Owner with an important incentive to deliver. There is no reason to compensate an RMR Owner for the costs of a willful failure to deliver.

Second, Southern Companies' proposal is inadequate because it fails to require mitigation. The RMR Owner may well be able to provide the Energy scheduled from the RMR Unit from a different Unit, and avoid the Imbalance Energy cost. Indeed, in theory the RMR Owner will choose the Contract Option when the PX Day-Ahead Market Clearing Price is likely to be low, due to low Demand. At such times, the RMR Owner is highly likely to have available capacity to meet the PX obligations associated with scheduling the RMR Energy.

Third, Southern Companies' proposal would provide compensation even when the PX Day-Ahead Market Clearing Price is higher than the Ex Post Price, i.e., even when the RMR Owner can replace the Energy for less than it is receiving from the PX market. This occurs because the Southern Companies formula uses the absolute value of the difference between the Market Clearing Price and the Ex Post Price.

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[5] Southern Companies' illustration of their solution rests on an inaccurate assumption about the required credit for payment made to an RMR Owner's Scheduling Coordinator. Southern Companies assume that the RMR Owner must credits payments for the amount of RMR Energy in the Dispatch Notice. Section 9.1 of the MRSA, however, only requires crediting of payments for "Billable MWh Delivered in Nonmarket transactions." According to Section 8.3 of the MRSA, Billable MWh refers to Generation from the RMR Unit. Therefore, if the RMR Owner delivers Energy from a Unit other than an RMR Unit, the RMR Owner retains the market payments.

The ISO finds it hard to believe that Southern Companies expect additional compensation when they profit from a forced outage.

What is apparent is that the cost impact of an RMR Owner's responsibility to replace scheduled RMR Energy that is not delivered due to a forced outage cannot be evaluated with data regarding the circumstances in such situations arise. At this point, Southern Companies have considerable experience during high demand summer months with procedures under Amendment No. 26. If Southern Companies are indeed incurring costs due to the requirement that they fulfill their obligations to the PX market for scheduled RMR Energy that is not delivered due to a forced outage, it is not to much to expect them to provide some historic cost data in support of those cost. Even if they have not incurred such costs to date, they know the frequency of the outages, the percentage of the time they choose the Contract Option, and the average positive or negative difference between the PX Market Clearing Price and the Ex Post Price. Based on such data, they could also determine an appropriate fixed increase to the Fixed Option Payment Factor as compensation. Instead, they propose only a flawed formula rate, and do not even provide the relevant data in support of their proposal. Accordingly, the Commission should reject this proposal.

V. CONCLUSION

Wherefore, for the foregoing reasons, the ISO respectfully requests that the Commission permit it to intervene, that it be accorded full party status in this proceeding, and that the Commission reject the revisions to the Must-Run Service Agreements proposed by the Southern Companies.

Respectfully submitted,

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Date: November 8, 2000

November 8, 2000

VIA MESSENGER

David P. Boergers, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

Re: **Southern Energy Delta, L.L.C. and Southern Energy Potrero, L.L.C., Docket No. ER01-147-000**

Dear Secretary Boergers:

Enclosed for filing are one original and fourteen copies of the Motion to Intervene and Protest of the California Independent System Operator Corporation in the above-cited proceedings. Two additional copies of the filing are also enclosed. I would appreciate your stamping the additional copies with the date filed and returning it to the messenger.

Yours truly,

Michael E. Ward
Counsel for the California Independent System
Operator Corporation

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon each person designated on the official service list compiled by the Secretary in this proceeding.

Dated at Washington, DC, on this 8th day of November, 2000.

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Michael E. Ward