

IN THE MATTER OF  
*the Alberta Utilities Commission Act, S.A. 2007, c. A-37.2*

And

IN THE MATTER OF an Application

By the

Market Surveillance Administrator ("MSA")

Involving

TransAlta Energy Marketing Corp.

("TransAlta"),

Pursuant to ss. 44 and 51 of the *Alberta Utilities Commission Act*

1. The Market Surveillance Administrator hereby requests pursuant to the *Alberta Utilities Commission Act, S.A. 2007, c. A-37.2* ("AUCA"), and in particular Sections 44 and 51 thereof, that the Alberta Utilities Commission ("Commission") consider and approve the terms of a Settlement Agreement dated November 4<sup>th</sup>, 2011 ("Settlement Agreement") between the MSA and TransAlta ("Parties"), attached hereto as Appendix A.
2. The MSA respectfully suggests that a written proceeding would be appropriate and involving only the Parties, being the only parties directly involved in the Events addressed in the Settlement Agreement.

I. BACKGROUND

3. Starting in mid-November, 2010 observed what appeared to be unusual activity on the transmission intertie between Alberta and British Columbia.

4. At about the same time, a market participant raised a concern with the MSA regarding possible blocking of its attempted import transactions.
5. In accordance with its mandate the MSA commenced an investigation regarding the timing of export transactions on the intertie and whether the transactions were consistent with the fair, efficient and openly competitive operation of the market.
6. After consideration of all the facts made available to it, the MSA became satisfied that in 31 hours during November, 2010 the actions of TransAlta had the effect of impeding import transactions which would otherwise reasonably be expected to occur (collectively, the "Events"). In the view of the MSA the Events comprised conduct which contravened TransAlta's obligations under applicable enactments.
7. Details of the Events and the views of the MSA are well known to TransAlta, as a result of communications between the Parties. The Parties have reached a Settlement Agreement in relation to the Events, which includes a detailed description of the individual contraventions, and have agreed to file that Settlement Agreement with the Commission pursuant to Section 44 of the AUCA.
8. The proposed Settlement Agreement, attached as Appendix A hereto, forms part of this Application.
9. Certain information within Appendix A is considered by TransAlta to be commercially sensitive, a position supported by the MSA. Accordingly, the Parties are requesting pursuant to applicable Commission Rules that the information be held confidential. The request for confidentiality is set out in detail in a letter which accompanies this Application and related materials.

10. In furtherance of the request for confidentiality the Parties are providing two versions of Appendix A. One version is considered by the Parties to be suitable for filing on the public record, in that the commercially sensitive information has been redacted. The other version is provided with the intention that the Commission have sufficient information to consider the request for confidentiality, but is not intended to be filed on the public record at any time.

## **II. REGULATORY FRAMEWORK**

11. Section 44(1) of the AUCA provides that the MSA may negotiate a settlement with a person to resolve any matter that relates to its mandate and may enter into a settlement agreement with that person. Section 44(2) provides that the MSA must file a settlement agreement with the Commission for approval in accordance with Section 51(1)(b) of the AUCA.
12. Sections 56(3)(b) and 56(4)(b) of the AUCA allow the Commission to provide direction or make any order it considers appropriate in respect to a matter that the MSA has brought before the Commission under Section 51(1)(b).
13. Commission Rules, in particular AUC Rule 001 and Rule 014, allow the Commission to grant a request for confidentiality on certain grounds.

## **III. RELIEF REQUESTED**

14. The Parties are requesting confidentiality by way of preliminary motion.


15. In the event that the Commission grants the request for confidentiality, the MSA requests that the Commission consider the Application in its entirety, and consistent therewith issue a decision and order approving the Settlement Agreement on the terms and conditions set out in paragraph 8 therein.
16. In its respectful submission, the MSA believes this Application meets the requirements of Section 51 of the AUCA, but will in accordance with the Settlement Agreement seek to provide such further information as the Commission may require.

#### IV. COMMUNICATIONS

17. Copies of all correspondence and other materials in this matter should be directed to:

Douglas Wilson, Senior Legal Counsel  
Market Surveillance Administrator  
#500, 400 - 5th Avenue S.W.  
Calgary, AB T2P 0L6  
E-mail: douglas.wilson@albertamsa.ca  
Telephone: 403.538.3445

Dated this 4<sup>th</sup> day of November, 2011.

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right, positioned above a solid horizontal line.

Market Surveillance Administrator

Per: Douglas Wilson

Senior Legal Counsel.

Appendix A

Settlement Agreement  
(Attached)

**IN THE MATTER OF THE**  
**ALBERTA UTILITIES COMMISSION ACT S.A. 2007, c. A-37.2**  
  
**AND IN THE MATTER OF A SETTLEMENT AGREEMENT**  
  
**BETWEEN**  
  
**MARKET SURVEILLANCE ADMINISTRATOR ("MSA")**  
  
**AND**  
  
**TRANSALTA ENERGY MARKETING CORP. ("TransAlta")**  
  
**(MSA and TransAlta, collectively the "Parties")**

**I. AGREED STATEMENT OF FACTS**

1. The Parties are in agreement regarding the facts as set out in Appendix 1 ("Agreed Statement of Facts") attached hereto, all of which are considered to be true and accurate at the relevant times.

**II. JOINT SETTLEMENT RECOMMENDATION**

2. Based upon the Agreed Statement of Facts the MSA is satisfied, and TransAlta does not contest, that by its conduct TransAlta contravened section 6 of the *Alberta Electric Utilities Act* ("EUA") during 31 separate hours (the "Events") during 8 days in the month of November, 2010 (the "Period"). Detail regarding the calculation of economic benefit from the Events is set out in Appendix 2 attached hereto. The specific nature of the contravention(s) is as set out in subsection 2(h) of the *Alberta Fair, Efficient and Open Competition Regulation*, which describes conduct that does not support the fair, efficient and openly competitive operation of the market.

3. The Parties are in agreement regarding the amount of economic benefit estimated to have been derived by TransAlta as a result of the Events, being \$245,073.34. The Parties agree that TransAlta should disgorge this economic benefit as part of an administrative penalty payable in respect of the Events.
4. The Parties are in agreement regarding an additional amount of administrative penalty to be paid by TransAlta for the contraventions related to the Events, being \$125,000.00. Thus, in accordance with this Settlement Agreement TransAlta will pay to the Alberta Utilities Commission ("Commission") a total administrative penalty of \$370,073.34.
5. Given TransAlta's willingness to settle this matter and its expressed commitment to compliance improvement, the MSA agrees that TransAlta's payment of the administrative penalty in accordance with this Settlement Agreement is an appropriate and adequate penalty and sanction in relation to the Events.
6. The MSA is of the view that the scheme of the legislation, including Section 40, Section 44 and Section 54 of the *Alberta Utilities Commission Act* ("AUCA"), reflects the intention of the Alberta legislature that matters within the mandate of the MSA should be resolved by agreement where it is fair and responsible to do so.
7. In the view of the Parties, this Settlement Agreement and the related remedies are appropriate in light of the circumstances, the evidence being filed in support of the Settlement Agreement is sufficient for the Commission to exercise its discretion to approve the Settlement Agreement, and the avoidance of a hearing or other proceeding with respect to the Events would be responsible and in the public interest.

### III. TERMS OF SETTLEMENT

8. The MSA will make application (the "Application") to the Commission pursuant to Section 44(2), Section 51(1)(b), Section 56(3)(b) and Section 56(4)(b), of the AUCA for a decision and order as follows:

(a) this Settlement Agreement is approved on the terms and conditions set out herein;

(b) TransAlta is found to have contravened section 6 of the EUA in relation to each of the Events, being separate contraventions in each of the 31 hours during the 8-day Period;

(c) TransAlta is to pay to the Commission in accordance with section 63 of the AUCA an administrative penalty in the total amount of \$370,073.34 as a penalty for the Events, being:

(i) \$245,073.34 as a one-time amount to address the economic benefit received by TransAlta as a result of the Events; and

(ii) \$125,000.00 as a penalty for the contraventions.

### IV. SETTLEMENT PROCEDURE

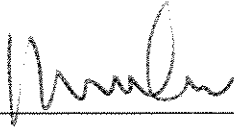
9. The MSA will on behalf of the Parties request that the Commission hold a written proceeding in relation to the Application, involving only the Parties.

10. TransAlta will support the Application for the issuance of a Commission decision and order on the basis set out in paragraph 8 herein.

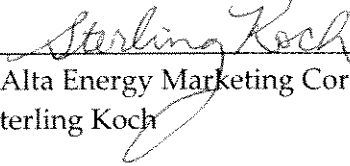


11. The Parties will work cooperatively and in good faith in furtherance of the Application and Settlement Agreement.
12. The Parties agree that this Settlement Agreement, including Appendix 1 and Appendix 2, will form all of the information and material that will be submitted to the Commission in support of this Settlement Agreement and the Application referred to in paragraph 8 herein, unless the Parties agree otherwise. The Parties also agree that certain information regarding the Events contained in Appendix 2 is commercially sensitive, and the Parties will accordingly seek to maintain the confidentiality of that information in a Commission proceeding relating to approval of this Settlement Agreement.
13. The MSA will not seek an award of costs in respect of this Application and the related proceeding.
14. If the Commission approves this Settlement Agreement and issues a related decision and order as contemplated herein, or on terms and conditions substantially similar to those set out in paragraph 8 herein,
  - (i) the MSA shall consider all enforcement action in respect of the Events to be complete and concluded; and
  - (ii) TransAlta agrees to waive all rights to a full hearing, judicial review or appeal of this matter under any applicable enactment.
15. The Parties agree that comments made to the public in relation to the Settlement Agreement will in all material respects be consistent herewith.

Dated at Calgary, this 4th day of November, 2011.



Market Surveillance Administrator  
Per: Harry Chandler



TransAlta Energy Marketing Corp.  
Per: Sterling Koch

## Appendix 1

### Agreed Statement of Facts

1. At all relevant times, TransAlta Energy Marketing Corp. ("TransAlta") was a pool participant as defined by the ISO rules and was a market participant as defined by the Alberta *Electric Utilities Act* S.A. 2003 c. E-5.1, as amended (the "EUA").
2. Section 6 of the EUA states that "Market participants are to conduct themselves in a manner that supports the fair, efficient and openly competitive operation of the market".
3. Section 2 of the *Fair, Efficient and Open Competition Regulation* AR 159/2009, as amended, (the "FEOC Regulation") describes conduct which does not support the fair, efficient and open competition of the market, including:
  - (h) restricting or preventing competition, a competitive response or market entry by another person.
4. As a market participant, TransAlta was required to comply with the ISO rules established by the Alberta Electric System Operator ("AESO") pursuant to the EUA.
5. At all relevant times, "TEE1" was the AESO sink asset identifier for a TransAlta energy export from Alberta to British Columbia ("BC") using the transmission connection (intertie) between the two provinces. The use of the TEE1 asset was under the control of TransAlta, subject to applicable ISO rules.

6. ISO rule 6.3.3 states, in part:

*Interconnection scheduling is subject to the operating procedures of other control areas. Energy market dispatch will be in the same form for all pool participants. NERC e-tags are required for interchange transactions and wheel-through interchange transactions.*

An **energy market dispatch** on the **interconnections** must take these procedural conditions into account:

....

(c) **Importers** and **exporters** must make reasonable efforts to procure transmission service for the **offered available capability**.

(c) The **pool participant** must submit **electronic tags (e-tags)** for each **interchange transaction**;

....

(Bold highlighted terms as per ISO rules)

7. In order to comply with ISO rule 6.3.3 a pool participant must make reasonable efforts to procure transmission service in order that the energy schedule in the e-tags matches the offers made to the AESO. Import and export offers must be submitted to the AESO by two hours ahead of the intended period for the energy flow (T-2 hours).

8. In Alberta, import or export transmission is an opportunity service. According to OPP 301, which was part of the ISO rules at all relevant times,

- an e-tag submitted for an interchange transaction will be subject to the following AESO validation:
  - Does not cause ramp capability of the Alberta Interconnected Electric System (AIES) to be exceeded.
  - Purchasing Selling Entity (PSE) is an AESO pool participant.
  - Connectivity of the interchange transaction is with an adjacent balancing authority to the AIES.
  - AESO is identified as a Transmission Provider (TP) in the physical path.

9. In addition, OPP 301 states:

- All imports and exports with e-tags that are submitted by hh: 40, have been approved by all approval entities, are within the ATC, will be included in the interchange schedule for the next hour.

10. The term "hh: 40" referred to above has the same meaning as "(T – 20 minutes)", insofar as the terms are used in the Alberta electric industry. Both mean 20 minutes before the start of the next hour.

11. The term "ATC" is defined in the ISO rules to mean the available transfer capability, being a measure of the transfer capability remaining in the physical transmission network for further commercial activity over and above already committed uses.

12. Import ATC on the BC intertie is affected by a number of factors, including the level of exports. In particular, where import ATC is fully taken up by scheduled imports an export subsequently scheduled will have the effect of adding incremental ATC in an amount corresponding to the amount of electric energy being exported. Conversely,

export ATC on the BC intertie is affected by a number of factors, including the level of imports. In particular, where export ATC is fully taken up by scheduled exports an import subsequently scheduled will have the effect of adding incremental ATC in an amount corresponding to the amount of electric energy being imported.

13. BC Hydro operates an Open Access Transmission Tariff where participants may purchase transmission capacity in BC, including for the purpose of exporting electric energy from Alberta or importing electric energy into Alberta.
14. Information about reservations pertaining to transmission capacity booked by market participants for import and export transactions are made publicly available via an Open Access Same-Time Information System ("OASIS"), thereby providing information about the potential for such imports or exports in a given period. Transmission capacity is necessary for a market participant to meet its offers. ATC information relating to the BC intertie is also made publicly available and facilitates the use of available ATC for the purposes of importing or exporting electric energy.
15. ISO rule 3.5.1, existing at the relevant times, requires that imports into Alberta are offered in blocks with a \$0 price and exports in blocks with a \$999.99 bid price. In general terms, imports will add to the supply of electric energy and have a downward impact on the Alberta pool price. Exports effectively add to the demand in the province and have an upward impact on the Alberta pool price.
16. The import of electric energy from other parts of the Western Electricity Coordinating Council ("WECC") to Alberta customarily involves the use of transmission in BC and the BC intertie to Alberta. The closest electricity trading hub to Alberta within WECC is at Mid-Columbia ("Mid-C").

17. Generally speaking, in November, 2010 on-peak electricity prices in the Mid-C market in the north-western U.S. were much lower than Alberta pool prices during on-peak hours, even taking into account relevant transmission costs. Accordingly, consistent with this arbitrage opportunity, some market participants were attempting to schedule significant volumes of imports from the Mid-C market into Alberta.
18. Starting in mid-November 2010, the MSA observed an unusually high level of scheduled exports on the BC intertie. In the view of the MSA, the level of exports was unusual in the sense that it was not consistent with the price differential(s), or arbitrage opportunity, between Alberta and the Mid-C market. The MSA also observed that in some of the hours, although the Alberta pool price was high relative to Mid-C, the BC intertie was not full in the import direction. Furthermore, some of the import offers made at (T – 2 hours) were not scheduled, in other words there was no corresponding e-tag submitted to the AESO.
19. At about the same time, a market participant raised a concern with the MSA that it was being blocked by TransAlta in terms of accessing import capacity to Alberta on the BC intertie. The participant expressed the view that the blocking was a result of the time at which TransAlta created the e-tags for its export transactions.
20. Given the circumstances, pursuant to its mandate the MSA commenced an assessment involving screening of transactions in November, 2010 for hours where imports and exports may have been impeded by virtue of the timing of e-tags. For that month, 42 hours were identified where imports were potentially impeded and 6 where exports were potentially impeded. Through further investigation the number of hours in which imports were potentially impeded was dropped to 31, all of which involved the exports of one market participant (TransAlta), as set out below. The number of hours where exports were potentially impeded was considered small and did not appear systematic.

21. The MSA recognized that the lack of a scheduling e-tag for an import did not, of itself, mean that the import had been impeded. The screening looked for transactions where an export e-tag was created sufficiently close to gate closure at (T-20 minutes) that there would not reasonably be time for an import e-tag to be created before the gate closure. The assessment also looked for factors which might reasonably explain the timing of the export e-tag creation.
  
22. To carry out the screening the MSA requested information from TransAlta, including transaction related information which might be relevant.
  
23. Through the screening, the MSA ultimately identified 31 hours in November, 2010 (the Events, as set out in Appendix 2) where there was evidence of:
  - (a) Imports offered at (T – 2 hours) that were not scheduled;
  - (b) Import ATC that was not fully used;
  - (c) Creation of export e-tags by TransAlta sufficiently close to gate closure (T – 20 minutes) as to effectively preclude unscheduled importers the opportunity to schedule; and
  - (d) Access to transmission on the BC intertie was not a constraint for TransAlta.
  
24. The MSA did not find evidence that imports or exports were similarly impeded in December, 2010. Insofar as the 6 hours in November, 2010 when exports were seemingly impeded, the events involved a number of market participants and no material market impact was apparent. Accordingly the MSA did not pursue that conduct further.



25. As a result of its assessment the MSA was satisfied that there were grounds to commence a formal investigation regarding the Events. The information obtained by the MSA to that point did not support a finding that scheduling complications or other factors adequately explained the observed conduct.

26. The MSA served notice of the investigation on TransAlta and made further inquiries. The Parties subsequently entered into this Settlement Agreement.

27. The Parties agree that:

- (a) the timing of the export e-tags created by TransAlta was such that it was not reasonably possible for another market participant to then schedule an import to utilize the incremental ATC;
- (b) the export e-tags could have been created by TransAlta earlier, if it chose to do so;
- (c) TransAlta was aware that the timing of the export e-tags would likely restrict or prevent the ability of another market participant to utilize the incremental import ATC resulting from the TransAlta export; and
- (d) TransAlta was aware that other market participants were or would likely be seeking to schedule the import of electric energy into Alberta, given the arbitrage opportunity.

28. The MSA alleges, and TransAlta does not contest, that in each of the 31 hours involved in the Events:

- (a) the inability of such imports to reach the market restricted competition and competitive response;
- (b) TransAlta expected to derive an economic benefit from the timing of the export e-tags, in that the absence of a subsequent import could result in a higher pool price in Alberta than would have existed if a market participant had successfully imported and thereby counter-flowed the TransAlta export; and
- (c) the fidelity of the Alberta market was affected by the conduct involved in the Events, specifically that to the extent the pool price was higher than it would otherwise have been, it affected both sellers and buyers in the market.

29. The MSA alleges, and TransAlta does not contest, that by the conduct involved in the Events TransAlta did not support the fair, efficient and openly competitive operation of the market. In particular, the conduct was inconsistent with subsection 2(h) of the FEOC Regulation and contravened section 6 of the EUA.

30. The MSA alleges, and TransAlta does not contest, that the conduct involved in the Events was an intentional scheduling practice of TransAlta. However, TransAlta indicates that it did not intend by its conduct to contravene any enactment.

31. The Events occurred in the context of an MSA consultation on market participant offer behavior which commenced in February, 2010 and culminated in January, 2011 with issuance by the MSA of its Offer Behaviour Enforcement Guidelines ("OBEGs"). The goal of the consultation was to provide clarity on the duty of participants to support the fair, efficient and openly competitive operation of the electricity market. During September and October, 2010 various hypothetical fact patterns were put forward for discussion as part of the consultation.

32. TransAlta acknowledges that beginning November 19, 2010 it undertook a practice of scheduling near to gate closure (T-20 minutes), believing that other market participants were engaging in the same tactic for imports and exports. However, as a result of views expressed by the MSA during the OBEGs consultation, including discussion regarding the timing of intertie scheduling, a member of TransAlta's management team directed on November 27, 2010 that scheduling near to gate closure should be avoided where it was reasonably possible to schedule earlier. The practice ceased on the same day. The MSA accepts the information given by TransAlta that intentional scheduling near to gate closure has not occurred after that time and the MSA has not found any other such issues regarding the timing of e-tags by TransAlta.
33. TransAlta has accepted the guidance given in the final OBEGs, including as to the scheduling of transactions on the intertie, and has included this in their compliance program.
34. TransAlta has confirmed to the MSA that it takes compliance seriously. It has a corporate Code of Conduct that has been endorsed by senior management and is applicable to all directors, officers and employees; establishes a compliance training program; safeguards against unauthorized access to confidential information; requires internal corporate, regulatory and legal compliance, and has established oversight by internal audit and risk groups.
35. TransAlta has advised the MSA that all TransAlta personnel are made to understand that they have a responsibility to comply with all laws, rules, and regulations in jurisdictions in which they do business. Leaders of employees have the additional obligations to lead by example, using their own behavior as a model for all employees, and to enforce the policies that constitute the Code of Conduct by providing education, legal counseling and a business environment that promotes policy compliance. Leaders are responsible for identifying which policies have application to their staff and recognizing issues related to ethical conduct. Leaders are responsible for gathering feedback and

continuously improving policy implementation and compliance. TransAlta's compliance program includes training, analysis, interpretation and guidance related to market policy, rules, tariffs and regulations. Additional training and guidance on new developments is also provided as needed.

36. TransAlta has confirmed that it reviews its compliance program to identify where improvements should be made and takes appropriate implementation measures. As a result of discussions regarding the Events, TransAlta has implemented a more formal process for approval of any new scheduling practice. The intent of this change is to avoid any reoccurrence of the same contravention.
37. TransAlta has also confirmed that it is supportive of the fair, efficient and openly competitive operation of the market and the need for compliance with all market rules. TransAlta also supports the timely clarification and amendment of ISO rules to make them consistent with the requirements of section 6 of the EUA and the FEOC Regulation.
38. Based upon a methodology proposed by the MSA, the Parties estimate that TransAlta derived an economic benefit from the Events in the amount of \$245,073.34. The detailed methodology and calculation supporting this estimate is set out in Appendix 2, including Table 1 thereto. The MSA believes that the methodology proposed is fair and reasonable.

## Appendix 2

### Calculation of Estimated Economic Benefit

1. For a total of 31 hours in November, 2010 (the "Events"), the creation of e-tags by TransAlta Energy Marketing Corp. ("TransAlta") close to the (T - 20 minutes) gate closure had the effect of impeding import volumes offered at (T- 2 hours) and thus pool prices in Alberta were higher than they would otherwise have been.
  
2. The economic benefit was calculated by using the following methodology:
  - (i) first, by multiplying actual pool price against TransAlta's sales (its net position);
  - (ii) second, by estimating what the pool price would have been absent the impeding of imports and assuming they had actually been scheduled – the "adjusted pool price". It is assumed that no other changes would have occurred to offers or available supply, or demand. Based on these assumptions, an "adjusted net position" for TransAlta was calculated. The adjusted pool price was then multiplied against TransAlta's adjusted net position; and
  - (iii) third, by comparing the economic benefit derived using the actual pool price and the adjusted pool price.
  
3. A hypothetical example is provided to help explain the methodology. Assume that for a given hour a market participant's sales to the pool were 300 MW and pool price settled at \$200/MWh. The participant's revenues for the hour were \$60,000 (= 300 MW X \$200/MWh). Assume 100 MW of imports were impeded in the hour and that the participant exported 300 MW. There is no issue with the 300 MWh of exports, only with the 100 MWh of impeded imports. By recalculating the market price including the extra

100 MWh of imports, it is possible to re-estimate the pool price (the "adjusted pool price") to be \$80/MWh. Accordingly, the participant's revenues in that situation would be \$24,000 (= 300 MWh X \$80/MWh,) some \$36,000 less than in the actual event. The economic benefit for the hour from the conduct (exporting in such a manner as to impede import counterflows) is \$36,000 (= \$60,000 - \$24,000).

4. TransAlta provided information on their sales at pool price and what would have been their sales at the adjusted pool price(s). The MSA believes the information to be reasonable.
5. On this basis the economic benefit for all the Events was estimated to be \$245,073.34 as shown on Table 1 below.

Appendix 2 - Table 1 – Estimate of Economic Benefit

1	2	3	4	5	6	7	8	9
Date	HE	Actual Pool Price [A]	Net Position (MW) [B]	[C] = [A] X [B] (\$)	Adjusted Pool Price [D]	Adjusted Net Position (MW) [E]	[F] = [D] X [E] (\$)	TransAlta Exports (MW)
11/19/10	13	40.11			40.11			300
	18	407.63			237.05			150
	19	218.91			205.73			300
11/21/10	22	34.51			32.41			198
11/22/10	8	344.89			325.60			200
	10	198.36			78.20			200
11/23/10	22	38.95			35.52			150
	23	35.10			32.09			150
11/24/10	9	28.95			27.45			150
	10	35.69			27.45			200
	11	73.10			26.65			397
	12	26.46			25.54			200
	13	25.35			24.00			250
	14	25.68			24.41			250
	15	26.04			25.40			250
	16	25.77			25.17			350
	17	27.04			25.70			300
	18	31.35			25.97			300
	19	40.96			28.96			200
11/25/10	8	38.89			38.89			200
	9	38.86			35.36			200
	11	31.13			30.97			200
	21	30.66			29.38			200
	23	26.64			26.44			400
11/26/10	18	42.81			35.35			300
11/27/10	15	34.96			29.80			300
	16	32.10			31.15			300
	17	47.01			30.87			300
	19	169.28			169.28			10
	20	266.80			129.56			300
	21	35.49			29.97			300
<b>Total [1]</b>				<b>\$976,625.04</b>	<b>Total [2]</b>		<b>\$731,551.70</b>	
<b>Economic Benefit</b>				<b>\$245,073.34</b>				
<b>= Total [1] - Total [2]</b>								