Slice of the System Product Public Meeting Summary October 15, 1999 BPA Rates Hearing Room, Portland, Oregon

Introduction and Description of Slice Product

Phil Mesa (BPA) welcomed the group and said that the morning session would be “a primer” on the Slice product. He explained that the BPA Administrator’s five principles for Slice are: no risk or cost shifts to other customers; no risk or cost shifts to taxpayers; no avoidance of fish costs; no interference with operations; and no changes in law required. My marching orders were to develop a Slice product that meets these principles, Mesa stated. He described “the nature of the Slice product,” pointing out that it is a totally new way of doing business for BPA.

Paul Koehler (Kinergy) asked how within-the-hour load fluctuation would be managed under Slice. What a Slice customer gets is indexed to what the Federal system is capable of producing on an hourly basis, replied Mesa. Assuming we can work out the technical components, BPA envisions the product can be scheduled on a dynamic basis, he said.

Terrin Pearson (BPA) explained Slice percentages and who is eligible to buy the Slice product. He said the maximum percentage a participant can purchase is calculated as its net requirement divided by total inventory. How will we know what “the numerator” [net requirement] will be? asked Geoff Carr (Power Resource Managers). That will be a function of BPA’s Section 5b/9c policy, which will come out in November, replied Pearson.

Pearson explained the Federal resources included under Slice and explained that Slice system capability is the capability of the Slice system resources less system obligations. Ray Nelson (Power Resource Managers) asked if rights associated with agreements, such as the Pacific Northwest Coordination Agreement (PNCA), would go to Slice customers. There is no transferral of contractual or Treaty rights, but a Slice customer would get its share of things like Non-Treaty storage as BPA operates it, replied Mesa. Mesa was asked about the pricing of Interchange energy under the new PNCA. It’s not really market-based, but it’s closer to market-based than it was, Mesa said. It’s a known quantity throughout the year, he added.

Mesa explained the Slice revenue requirement and indicated that Slice customers would make 12 equal monthly payments, with a true-up for actual expenses. Gale Van Curen (Cowlitz PUD) asked when the adjustment would be made to the 12 payments if costs go up or down. The 12 payments always stay the same, replied Mesa. BPA determines who owes whom how much at the end of the fiscal year, and a customer’s April/May payment would reflect that, he said. Would it be a single lump sum? Van Curen inquired. That hasn’t been decided yet, responded Pearson. We recognize that BPA or a customer may not want to make one big payment and may want to spread the payments out over several months, he said. Do you come up with a different set of 12 payments each year? asked Van Curen. No, they are set for the five years of the rate period, replied Mesa.

Mesa explained the "net cost approach" to the inventory solution. The inventory solution is tied to system augmentation to meet additional load, and the amount of system augmentation will be determined in the rate case, he stated. A Slice customer would pay its proportionate share of the net cost of system augmentation, Mesa indicated.

Pearson explained deliveries of power under Slice, noting that customers may deviate from BPA's operation through use of a Storage Account, but that the Storage Account must stay within the operating constraints of the Federal system as determined by Federal operating decisions. A principle is that the Slicers can do what BPA can do, he noted.

What happens with a voluntary type of operation, such as a fish decision BPA makes that is not required under the Biological Opinion, Pearson was asked. A Slice customer would have to go along with BPA's fish decisions, Pearson stated. If as a result a customer gets more power than its percentage, would it get less another time? asked Howard Schwartz of the Washington Dept. of Community, Trade and Economic Development. On any given day, a Slice customer gets its percentage of capability of the Federal system, and if it chooses to use more energy, it later may have to use less to stay within bounds, replied Pearson. A Slice customer may choose to operate to the upper bounds of its storage, but it also may have to spill its share of Slice to stay within bounds, he said.

We can't tell you how long a period you have to make a return because it depends on storage limits, but at the "pinch points," you will have to return what you "overtook" or take out if you overstored, stated Mesa. This product shifts a lot of risk BPA had in operating the Federal system onto Slice customers, he noted.

Could there be a rule curve change during the year that would put someone out of their storage bounds? asked Tim Castille (Arizona Public Service). Occasionally, there could be sudden changes, such as a flood, which we couldn't anticipate, replied Pearson. But most changes would occur at the end of the month, at the pinch points, and customers would have 20 to 25 days to get back within bounds, he said. So getting out of storage bounds would be most likely to occur in variable flood control operation? Castille asked. Yes, and if a Slice customer is surprised, it means BPA was also surprised by the new information, said Pearson. As a general rule, BPA will keep Slice customers up to date and fully informed, he added.

Pearson explained dispute resolution, scheduling provisions, and the extent to which Slice can be combined with other products. He said the next dry run for Slice operations will be held in January. Koehler asked if Slice percentages would be rounded to one percent. There's an inherent limit in that we have to schedule in whole megawatts, replied Mesa. The limit is on the scheduling side, not the percentage side, said Pearson. We won't limit it to a minimum one percent, he added.

Mesa described risks that Slice participants would assume and the benefits to BPA of offering the Slice product. Pearson explained a graphic showing a "typical Slice scenario" and went over a summary of Slice "pros" and "cons."

Carr asked about the “pro” statement that says “currently available information on the capability of the Federal system is provided in a useful format.” Why is that a good thing? he inquired. BPA prepared the summary from the customers’ perspective, responded Mesa. We were trying to summarize what we have heard from customers, he noted. Slice customers will eventually have a good feel for how the hydro system works, more than “a casual customer” does, Mesa stated. But the Slicer will also pay for the provision of that information, said Carr. Yes, Mesa agreed.

It would be interesting to see the pros and cons summary from BPA’s perspective, said Dave Piper (PNGC -- Pacific Northwest Generating Cooperative). The BPA benefits I described are the “pro” side, said Mesa. There are others, such as the alignment of BPA and its customers -- the idea that “we are all in the same lifeboat together,” he continued. There are some “cons,” but if we satisfy the “no cost shift” rules, BPA should be neutral on Slice, Mesa stated.

Mesa described BPA’s cost shift studies, noting that customers’ load shapes drive the analysis. We are looking at loads with or without Slice, and the load a customer would place on BPA otherwise (without Slice) drives the quantities in the cost shift studies, he explained. It’s difficult to get a handle on what “no cost shifts” means, according to Mesa. It depends on load shape, market price assumptions, and BPA’s pricing of the PF product, and the numbers “can go all over the place,” he stated.

Jim Sanders (Benton PUD) asked if it is a bad assumption to think that transmission would be the same whether his utility bought as a requirements customer or as a Slice customer. If the Slice customers have trouble with transmission, BPA’s Power Business Line (PBL) will have trouble with transmission too, replied Mesa. PBL may be held to a higher standard than other Transmission Business Line (TBL) customers, he noted. Transmission for Slice is not yet resolved -- stay tuned, said Mesa. If a utility is a requirements customer of BPA under the NT rate, that would yield an annual dollar cost, said Nelson. But if a utility is a Slicer and the system goes to Network Contract Demand (NCD), that could yield a higher dollar cost for transmission, while the load shapes haven’t changed at all, and that’s a concern, he stated.

There’s a concern that everything looks good with Slice from the power side, but it could get derailed on the transmission side, said Nelson. TBL is aware of those concerns, Mesa indicated, adding that the Slice team can only speak on behalf of PBL.

Kevin Clark (Seattle City Light) pointed out that under the Slice contract, if transmission isn’t workable, a Slice customer can convert to another BPA product. There’s a way to switch at the last minute if transmission isn’t workable, or at least we are discussing such a provision, he said.

Van Curen asked about the statement: “participants agree to accept the operating decisions of the Federal government.” Does that mean FERC? he asked. It means the Federal operators, replied Pearson. What happens if there is an emergency Arctic

Express? asked Van Curen. In that case, the Federal operators would make an operating decision that could result in more or less generation from the system, said Pearson. What about decisions made by a governor? Van Curen inquired. Whatever is imposed on the PBL is imposed on a Slicer, noted Mesa. We did not address decisions by governors in our proposal, he added.

It gives me comfort that "the forces are working in the same direction" and that what happens to us will probably happen to BPA, observed Nelson. That's the alignment we are talking about, said Mesa.

Overview of Product Description and Discussion of Issues

Allen Burns (BPA) said since Slice has been in development for a long time, BPA decided it would be a good time to check in with the various parties around the region about the Slice product description. The purpose of the afternoon session is threefold, he stated: to provide an overview of the product description; to test the concerns and questions people have about the description and how well it meets the principles BPA laid out; and to make sure everyone understands what happens next with the rate case and the inventory solution and where people can get involved and what they can expect.

Burns asked if anyone had questions about the principles. The Slice team has done a great job working with customers, and we've had an extensive public process, stated Clark. The principles are "a little selective," he commented, stating that there are some cost shifts inherent in the product because Slice is different than other products.

There's a principle missing, said Clark. In the Subscription Record of Decision (ROD), the Administrator set forth a goal of having contracts of varying lengths and "meaningful incentives" for longer-term contracts, he stated. Avoiding exposure to future inventory augmentation was cited as an example of incentives for entities willing to sign contracts longer than five years, according to Clark. We are still looking to see that happen, along with the other principles BPA has articulated, he said.

Mesa explained the development of the product description and how the Slice product would work. Slice is unique compared to other BPA products -- we've been treading a lot of new ground, he said. We want to get to a Slice contract that would be the same for all Slice customers, Mesa stated. Only the percentage would vary, he added.

Carr asked how the product description has changed since the last version. We sent the last version around internally at BPA and heard that it was not well written, replied Mesa. In the latest version, some sections have been revised to improve clarity and make them more "user-friendly," he said. There were also some other subtle changes, but I don't have a list with me, Mesa stated. The changes were intended to get the product description in line with the state of the current contract draft, said Pearson.

I appreciate all your good work, said John Saven (Northwest Irrigation Utilities). I'm trying to get a sense of what is in the rate case and what is not, he stated. Is BPA holding a public process prior to publishing the 2002 ROD? Saven asked. We made the decision in the Subscription strategy to offer the Slice product and that it would be for at least 10 years, replied Burns. Those decisions have been made, he said. The next decision points will come up in two places, Burns continued. First, the rate case, which will produce a ROD addressing the price for the Slice product and a 10-year pricing methodology, he said. Second, the actual details of the product description will show up in the contracts, Burns stated. We expect to offer those to customers early next year, he added.

The inventory solution also affects the Slice product, according to Burns. BPA has decided to present a “strawman” proposal for the inventory solution and take comment on it in a public process, he explained. Eventually, the inventory solution will end up in the contract and have to be ratified, and it will have to go through the 2007 rate case, Burns said.

The 2007 rate proposal will be based on the fact that BPA has signed Slice contracts, stated Saven. For 2002, how should one deal with the inventory solution? he asked. I won’t be negotiating a Slice contract, but I want to be able to “get my oar in the water” on the inventory solution issue, Saven indicated. BPA will put out a proposal for the inventory solution and seek comment on it, replied Burns. We are trying to get all of the processes wound up by the end of January, he added.

When will the Slice contract ROD come out? asked Phil Sher (PNGC). The timing is up in the air, replied Tom Miller (BPA). We are still discussing the scopes of the RODs for some products, but the timing of the ROD would be coincident with the signing of the contracts, he stated. Are you saying there might not be a ROD? Sher asked. The offer of the contract is a “final action” under the Northwest Power Act, responded Miller. The question is, how do we approach the description of what we’ve done, he stated.

Coe Hutchison (Snohomish PUD) referred to Section XVI of the product description and asked about the treatment of “resale of excess Slice.” My understanding is that when it becomes excess, you can sell the Slice component, he said. Is that right? Hutchison asked. We try to distinguish between the requirements portion (critical Slice) and the secondary component, replied Mesa. Section XVI deals with the critical Slice component, he noted.

Wouldn’t it be possible that the critical portion of Slice would become excess to a customer’s load? Hutchison asked. I want to know if you can sell excess critical Slice, he stated. The difference between becoming excess to your load versus BPA surplus is statutorily defined, said Miller. BPA expects that portion sold as critical Slice to be used for load, he stated. Given fish operations, there will be two months when the power will be excess to your load and our load, and that’s the surplus that can be resold, according to Miller. There may be other periods in high-water years when there is surplus, but it really gets to the problem of how BPA measures what a customer does and the periods when there is excess to you, but it is not surplus to BPA, he said. If it is excess to us and not surplus to you, what happens? Hutchison asked. In the mid-1980s, BPA had a firm displacement concept -- that’s a potential use, replied Miller. What if we’ve displaced everything we legally can and still have excess? asked Hutchison. You could make arrangements to store or exchange, replied Miller, adding that BPA is trying to be flexible.

The point is that the critical portion has to be used for load, stated Burns. How often will you make that determination? asked Piper. We haven't flushed that out yet, replied Mesa. Are the contract discussions the right forum for that question? asked Hutchison.

From the 20,000-foot level, the basic principle of Slice seems to work, observed Nelson. There are technical issues to resolve, and the forum created to do that is working well, he stated. We are interested in this coming to a successful conclusion, and we anticipate that will happen, Nelson said. BPA is committed to getting the product done, and we recognize there are a lot of details like the one Coe raised that are important and need resolution, said Burns.

So this basic blueprint [the product description] seems okay to you? Burns asked the group. I'm confident, given the players, that the technical forum will get the details worked out, said Nelson.

Clark asked again about the relationship of the product description and the Subscription ROD, which he said set an objective of "meaningful incentives" for long-term contracts. To make Slice commercially viable, what assurances do we get in the managing of the Federal approval processes? he asked. We want a 10 to 20-year partnership, and FERC approval is key, Clark stated. How do you see this working for a five-year period and for 20 years? he inquired.

The first thing is to get the methodology through the rate case, replied Burns. One of the big uncertainties in the methodology is the inventory solution, and that's why BPA is proposing a public process on it, he explained. We need to work out what the off-ramps are in the event of FERC disapproval or if the Administrator were to decide not to offer the product, Burns said. We are trying to do that for a 10-year time frame, he noted. Beyond 10 years, we're not sure, Burns added.

Clark asked what Section III of the description, which says "no off-ramps," means in the context of Burns' last statement. There's a difference between off-ramps and conversions, noted Mesa. We didn't want a Slicer to be able to just walk away if it subsequently found that water conditions or something else are not what was expected, he said. But in the conversion section, BPA recognizes that if FERC disapproves the methodology or if a court throws out the contract, a Slice customer needs the ability to convert to other BPA products, Mesa explained. Those are the kinds of risks Seattle and others have been expecting to take and that I think we can work out successfully in contract negotiations, responded Clark.

The risk exposure for the inventory solution that we are expecting to take our chances on would be in-region and include, for example, up to 2,200 megawatts (MW) for IOU load, Clark continued. We want to be good citizens -- that's what Slice is all about -- but there have to be limits, he stated. If the Federal government were to expand the service that BPA provides beyond the region to, say, parts of California, that wouldn't be good -- we need to fence out the commitment at some point, according to Clark.

The issue about resale of excess Slice that Coe raised and the inventory solution are two issues that could be "dealbreakers," Clark stated. Seattle has pushed the hardest and the longest for Slice, he noted. I'm pleased that BPA and other customers have come around on the product, but "we can't do it with a blank check," Clark said. We can swallow three-quarters of what BPA's issue paper on the inventory solution proposes, but we can't go the whole way, he stated. I share some of Kevin's concerns, Nelson said. Transmission is also a big issue, he added.

Carr asked about the language in Section XI dealing with conversion "if there is no transmission service available for the Slice product." What if transmission service is uneconomic or doesn't work for a Slice customer? he asked. The customers wanted the provision to say "there is no **workable** transmission service," noted Clark.

I think the Slicers' interest in transmission will be directly aligned with that of PBL, Clark stated. I'm optimistic PBL and the customers can work something out with TBL, he said. Not necessarily, cautioned Nelson. We will need some conversion right if transmission becomes unworkable, stated Clark.

Since Slice doesn't include load growth, there's a question of quantity with respect to the conversion right, said Sher. You mean if you convert "x" MW of Slice, you may want "x" MW of other BPA products because Slice did not include load growth, said Burns. We need to deal with the size of the conversion issue, agreed Hutchison.

Slice offers us some real advantages to manage our loads better and to bring new resources on, which could be of help to BPA, said Richard Lovely (Grays Harbor PUD). If Slice goes away, we would not be able to manage our loads as well and we could fall out of the load shape curve and incur big charges, he stated. Do you have an alternative for us if Slice goes away? Lovely asked. We have a real vested interest in the success of Slice, and I'm concerned about the uncertainty after 2006, he stated.

Another issue involves new public power loads, Lovely said. Being public power, we'd like to see more public power come into the region, he explained. We want to welcome the city of Portland as public power, but if we bring them in, we will also "lose a huge piece of the pie," and our costs will go up, Lovely indicated. These issues need attention, he said.

We haven't made a decision about post-2006 as new public load comes on, replied Burns. The Slice contract is a contract for 10 to 20 years, and there needs to be some recognition of how large a blank check there could be, said Mesa. For "regionally significant issues," such as BPA expanding the system, the question is, should the costs be shared by all, or should Slicers predefine what their contribution should be, he stated. If you put a definition in the Slice contract, that doesn't preclude BPA from augmenting the system to meet new public load later on, Mesa noted.

Burns listed transmission, use of critical Slice, inventory solution, and conversion as important issues mentioned thus far. Are there others? he asked. I've heard talk of Congress raising BPA's rates to market and of proposals to regionalize BPA, said Schwartz. Does the 10-year contract length protect Slicers against those kinds of system changes? he inquired. BPA will offer a number of other products for more than five years besides Slice, noted Burns. Since 1937, BPA's contracts are binding in accord with their terms, stated Miller. I wondered how a change in BPA's status would change the cost components in the post-2006 rate period, said Schwartz. If BPA goes away, the Slice contract is still an obligation of the Federal government, and if the government has a contract, it has an obligation to fulfill it, replied Miller.

Schwartz asked if BPA, through the Contract Implementation Group (CIG) described in Section XI, is delegating its authority to a group of customers. BPA is a CIG member and the voting procedures that BPA and the Slice customers are developing will give BPA a veto over anything, replied Mesa. The government's interest will always be protected, he added. Schwartz asked what "implementation details" the CIG would vote on. The CIG is charged with technical implementation of the contract and making sure the contract works as intended, said Mesa. Since the Slice contracts are bilateral, we need a voting procedure to get modifications to the contract to conform, and the CIG is a vehicle to do that, he explained. The CIG is not an advisory group to BPA, Mesa added.

Are there any fundamental flaws people see in the Slice product, the principles laid out, or moving forward with this basic blueprint? asked Burns. We encourage you to keep going, said Lovely.

Next Steps and Inventory Solution Issue

Mesa explained the issue paper BPA prepared on post-2006 inventory augmentation costs. He described the "net cost" approach BPA proposed in its 2002 initial rate proposal and said that Slice participants have proposed using the net cost methodology, but they want their participation in future system augmentation limited to a predefined amount. Mesa said BPA is considering using the Slice participants' proposal, with the following "clarifications" indicating what Slicers would be expected to cover:

1. pre-existing Federal load commitment identified in the 2002 power rate case;
2. public load as identified in each power rate case, with no limit;
3. IOU load up to 2,200 MW;
4. DSI load up to 1,440 MW.

What if an out-of-region sale expires -- how does that relate to the inventory solution? asked Saven. Out-of-region sales have a shelf life, and as they expire, it decreases the pressure on the inventory, Mesa replied. As those contracts expire, does the resource come back and is it an offset to the inventory solution? Do the Slicers get a portion?

Saven asked. Whether a commitment expires in 2009 would have no bearing on the Slicers, replied Mesa. That's why we went with the net cost approach, he added.

Referring to the 1,440 MW to the DSIs, Nelson said that Slice customers shouldn't augment the FBS for non-Slicers' load growth. When BPA agreed to let customers combine Slice with other requirements products, we "muddied the waters," Mesa said. There is no load growth, but that is only true for the part of a customer's requirements load served by Slice, he explained. Since there can be combinations with other requirements products, we thought that having load growth brought into the inventory solution would be okay, according to Mesa.

If you buy only Slice for 20 years, why would you be responsible for others' load growth? asked Clark. If you buy a supplemental block, that ought to have appropriate pricing for it, but Slice ought to be "a clean product frozen in time in 2001," he stated. Clark recommended that language be added to BPA's proposal saying that there could be no extensions for the "pre-existing Federal load commitments identified in the 2002 power rate case." Burns said that was a good point. If those contracts terminate, that's it, but if they have renewal clauses, BPA would honor the terms of the contract, said Miller.

Clark inquired if the pre-existing contracts include a Cost Recovery Adjustment Clause (CRAC). If they are surplus sales, they are priced at market, said Mesa. Clark said that BPA entered into the pre-existing contracts, then CRAC came along, but BPA chose not to increase costs for those contracts. With Slice, BPA is proposing something different, he asserted. The rate proposal says Slice customers are exposed to whatever BPA thinks of in 2006, Clark said. Slice customers would like equitable treatment that has defined limits and is not subject to changes in 2006, he stated.

Clark said that item #2 dealing with "public load" has to recognize the load growth element and the fact it is related to item #3 dealing with IOU load. If the city of Portland becomes a public, would the megawatt total in item #3 go down? he asked. I'd like to see specific language about the treatment of that load because if it becomes a public load, I don't want to pay for it twice, stated Clark.

It doesn't seem like item #4 (dealing with DSI load) is legally required as a long-term obligation, Clark continued. It may be a compromise in the first rate case, but not as a long-run obligation, he said. If we choose to serve the DSIs, we propose that service at the current level would be borne by the Slicers, stated Burns. Would we carry that for the whole term of the Slice contract? asked Clark. Yes, replied Burns. That's an inappropriate cost shift, said Hutchison. It seems like we are buying load for the DSIs, he added.

In the 2002 rate case, I thought we weren't participating in 450 MW of the DSIs' 1,440 MW, said Clark. There were 990 MW that were melded and 450 MW that were a pass-through at market, he stated. Is your proposal that we participate in the whole 1,440 MW? Clark asked. At the maximum, it should be 990 MW and even that is at zero net cost, Clark said. There is a cost, and BPA will check further into it, stated Burns. He agreed the item should be rewritten to reflect the 990/450 MW breakdown.

I agree with Kevin about item #3, said Saven. If additional publics are formed, the IOU number should go down, he stated. Slice customers could be shielded from the load growth of the publics, predicated on whether Slice customers that want to come back or convert not exercise statutory claims, according to Saven. If you buy at the prevailing cost to BPA, that's fine with me, he indicated. If new publics are formed that cause an inventory problem, it's a broad issue that all the publics should share in, he said.

How item #4 gets packaged is real important, continued Saven. I was worried about "having Portland on my shoulders"; I don't want all the DSIs on my shoulders too, he stated. I will think more about this and provide comments, Saven said. I don't want those who signed five-year pre-Subscription deals to end up in an inferior category, he stated.

What's the "meaningful incentive" for a customer to sign a long-term contract? What do Slicers get for signing up for a 10-year contract versus a five-year contract? Clark asked. We may have a number of people signing long-term deals that are not Slicers, noted Burns. The Slice contract construct allows you to lock in cost-based rates -- isn't that a benefit in light of the discussions about BPA rates going to market and other potential changes, said Mesa. I agree about the benefits of locking in cost-based rates, but I'm disappointed that BPA didn't follow through on the "meaningful incentives," said Clark. Comment noted -- we'll think about it, responded Burns.

I expect that nearly all the irrigation loads in the region will sign up for 10 years, said Saven. What choices can you make with Slice -- can you sign up for 10 years or 20 years? he inquired. You pick a duration of 10 or 20 years, replied Clark. We asked to have a renewal clause after 10 years, but BPA said no, he explained. If the second decade weren't attractive, I don't think we'd be working so hard on this contract because the first decade is not attractive, Clark said.

Clark pointed out that the issue paper says that "over the next few months" BPA will examine the inventory solution issue. I thought it would be sooner, he said. We are probably further along than that language indicates, Burns noted.

Is the Slice product benefiting from more public process than some other BPA products and deals? Clark inquired. That's fair to say, responded Burns. It's new and complex, and we want folks to have a more than adequate opportunity to voice their concerns and bring up issues related to Slice, he said. This is a new enough product that with people having 120 days to make decisions on it, we want to make sure people will not be surprised, Burns stated.

There are other new things, such as the residential exchange settlement and DSI agreement that have spillover effects, but they have not been given as much public discussion as this product, observed Clark. We are taking the DSI proposal through the rate case, noted Burns.

If you offer contracts in March, won't you have to have the ROD done? asked Joe Nadal (PNGC). Yes, replied Burns. BPA wants to get Slice on the same course as the other processes, including the rate case and the inventory solution, he stated.

I'd like to give credit to Phil Mesa and the BPA Slice team who have repeatedly blazed a trail in the agency for Slice and then brought issues back to the customers for discussion, said Clark. They are doing a very good job, he added.

Has everyone had a chance to give their opinion? Burns asked the group. He urged people to send any additional comments they might have about the Slice product description to BPA, pointing out that the comment period extends for another week.

Adjourn