

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE COMPLAINT BY)	
NORTHERN STATES POWER DBA XCEL)	
ENERGY AGAINST SOUTHEASTERN)	FINAL DECISION AND
ELECTRIC COOPERATIVE, INC. FOR A)	ORDER; NOTICE OF ENTRY
VIOLATION OF THE SERVICE TERRITORY)	
LAWS)	EL11-025

PROCEDURAL HISTORY

On September 21, 2011, the Public Utilities Commission (Commission) received a Complaint (Complaint) from Northern States Power dba Xcel Energy (Xcel) against Southeastern Electric Cooperative, Inc. (Southeastern). Xcel alleged a violation of the Service Territory Laws by Southeastern. On September 22, 2011, the Commission electronically transmitted notice of the Complaint and the intervention deadline of October 7, 2011, to interested individuals and entities. No petitions to intervene or comments were filed. On October 3, 2011, Southeastern filed the Response of Southeastern Electric Cooperative, Inc. to Complaint of Xcel Energy.

Commission Counsel held a prehearing conference with the parties on December 1, 2011, at which the parties agreed on a procedural schedule. On December 1, 2011, the Commission issued its Order for and Notice of Hearing setting the matter for hearing on December 6, 2011. The hearing was held as scheduled with all parties appearing.

On January 3, 2012, Southeastern filed Southeastern Electric Cooperative's Post-Hearing Brief, and Staff filed Commission Staff's Post-Hearing Brief. On January 5, 2012, Xcel filed its Post Hearing Brief. On January 17, 2012, Southeastern filed Southeastern Electric Cooperative's Reply Brief. On January 23, 2012, Xcel filed a letter regarding its intention not to file a reply brief. At its regular meeting on February 14, 2012, the Commission considered the matter. After discussion and questions from the Commission, Commissioner Hanson moved to rule that the settlement proposal which Southeastern's General Manager, Brad Schardin, stated had been offered by Southeastern to Xcel prior to Xcel's filing of the Complaint should be adopted by the Commission as its decision in this matter. Southeastern's proposal was to move the north-south boundary line between the parties in Section 7 of Township 100 North, Range 49 West in Lincoln County (Section 7) from where it appeared to have been located by Docket EL09-021 south to Tree Top Street. Commission Fiegen made a substitute motion to defer decision on the matter to enable the Commission to further study this proposal. Commission Nelson stated that he would like to see maps reflecting the settlement proposal offered by Southeastern and also what Xcel offered as its proposal for resolution. The Commission voted unanimously in favor of the substitute motion to defer action.

On February 17, 2012, Commissioner Nelson filed a letter dated February 16, 2012, to publicly convey to the parties his thoughts on an appropriate resolution to this matter. In this letter, Commissioner Nelson stated his opinion that the Commission's decision in Docket EL09-021 established the boundary between the parties in Section 12 of Township 100 North, Range 50 West in Lincoln County (Section 12) in accordance with the map and legal description included as an exhibit to the territory agreement filed in the docket and that such decision should stand. Commissioner Nelson expressed the further opinion that in light of the evidence at

the hearing and the position of Southeastern's attorney that Docket EL09-021 did not change the boundary in Section 7 established in 1976 by the Commission's approval of the parties' territory agreement in Docket F-3106, the boundary should remain the original 1976 boundary subject to Xcel's make-whole purchase of the distribution facilities extended in Section 7 north of such line by Southeastern in reliance on the apparent line change made in Docket EL09-021. On February 16, 2012, Commission Counsel, at the request of Commissioner Hanson, forwarded an email from Commissioner Hanson to Xcel and Southeastern requesting additional information from Southeastern and Xcel seeking maps of the parties' respective offers of compromise, the location of existing distribution infrastructure, the location of needed additional infrastructure, and explanations of the pros and cons of the respective proposals. This forwarded email was filed on February, 17, 2012. On February 17, 2012, the Commission received from Southeastern a response to Commissioner Hanson's request. On February 21, 2012, Commissioner Nelson filed a letter and attached map outlining his thoughts on a revised proposal for potential resolution of the matter for review and discussion by the parties. On March 5, 2012, the Commission received Southeastern's response to Commissioner Nelson's letter. On March 12, 2012, the Commission received Xcel Energy's response to Commissioner Nelson's and Commissioner Hanson's letters.

At its regular meeting on March 27, 2012, the Commission again considered this matter. Following questions for the parties from the Commission, Commissioner Nelson moved that the territorial boundary between Xcel and Southeastern in Section 7 should be established in accordance with the map entitled Territory Exhibit Map 3 submitted by Xcel in its March 12, 2012, response to Commissioner Nelson's and Hanson's letters filed in the docket, subject to the condition that Xcel pay Southeastern's costs for line tap and conduit facilities within such territory that would not be usable for service to customers by Southeastern as a result of this resolution. After discussion, the motion passed by majority vote, with Commissioner Hanson dissenting.

Having considered the evidence of record, applicable law and the arguments and post-hearing submissions of the parties, the Commission makes the following Findings of Fact, Conclusions of Law and Decision:

FINDINGS OF FACT

1. The procedural findings set forth in the above Procedural History are a substantially complete and accurate description of the documents filed in this docket and the proceedings conducted and decisions rendered by the Commission in this matter and are hereby incorporated by reference in these Findings of Fact.
2. Xcel and Southeastern are both retail electric service providers in this state, are "electric utilities" as defined in SDCL 49-34A-1(6) and (7), and are accordingly subject to the electric service territory provisions of SDCL 49-34A-42 through 49-34A-59.
3. The Complaint states that the area in question is the area in Section 7 of Township 100 North, Range 49 West – Springdale Township (Section 7). This area is in Lincoln County south of 57th Street in the southeastern area of Sioux Falls currently under development. TR 51.
4. Prior to the issuance of the Commission's Order Granting Approval of Electric Service Territory Boundary Changes on December 3, 2009, in Docket EL09-021 (2009 Order), the east-west boundary line between Xcel to the north and Southeastern to the south in Section 7 and the adjacent section to the west, Section 12, was the boundary line established in 1976

by the Commission's Decision and Order in Docket F-3106 (1976 Decision) approving the parties' territory agreement entitled Contract In the Matter of the Establishment of an Assigned Service Area, including Exhibit A, the territory map depicting the boundary line, and Exhibit B, the legal description of the boundary line (1976 Agreement). Ex Staff 8.

5. On October 23, 2009, Xcel filed with the Commission a Joint Request for a Service Territory Boundary Change (Joint Request). Ex Staff 10. The Joint Request was executed by Xcel and Southeastern and was docketed as Docket EL09-021. Exhibit A to the Joint Request was a territory map reflecting the proposed territory exchange and boundary change. Ex Staff 10.

6. As stated in Xcel's cover letter to the Joint Request, the purpose of the Joint Request was "to modify an existing service territory boundary in 'Oxford Estates' in southeastern Sioux Falls, South Dakota." TR p. 20, line 23 – p. 21, line 10; pp. 52-53; p. 69, lines 6-11; Ex Staff 10. Oxford Estates is located in Section 12. Ex Staff 10; Ex Xcel 2.

7. The purpose of the Joint Request was to effect a territory "swap" in Section 12. The Joint Request characterizes the requested boundary change as follows:

This written description coincides with the map titled "Territory Boundary Exception" (See Exhibit 'A') between Xcel and Southeastern in the Oxford Addition in the Northeast Quarter of Section 12 in Township 100 North, Range 50 West.

Ex Staff 10. As stated by Southeastern in its Reply Brief, p. 2, "[t]he swap did not include territory in section 7 and the parties simply reiterated where the boundary was in that section using the most precise measurements and descriptions available to them." Although there is some conflict in the hearing testimony, the Commission finds that the parties did not intend in Docket EL09-021 to effect a change in the territorial boundary in Section 7. TR p. 21, lines 11-13; p.23, line 16 - p. 24, line 13; p. 31, lines 9-19.

8. Despite the lack of intention on the part of the parties to alter the existing boundary in Section 7, the boundary description included in the Joint Request did contain language in boundary segment description numbers 5 and 6 which, if intended to change the Section 7 boundary, would result in altering the east-west boundary line in the west half of Section 7. TR p. 69, line 22 - p, 70, line11. Staff Ex 10. This is due to the line location as shown on Exhibit A to the 1976 Agreement, the associated legal descriptions of the line found in Exhibit B to the 1976 Agreement, page 7, description numbers 104 and 105, and in the interpretation given to the 1976 Agreement and this line at a different location in a prior decision of the Commission in Docket EL00-026 as discussed in greater detail in Finding 12 below, which was upheld on appeal by the Second Circuit Court in Civ. 01-063. Ex Staff 9.

9. The boundary line at issue in this case was described in the 1976 Agreement, Exhibit B, p. 7, paragraphs 104 and 105, as follows:

104. Then north one quarter mile to the center point of section 12, R50W, T100N,
105. Then east along the half mile line to the center point of section 7, R49W, T100N,

10. The 1976 Agreement provided in the paragraph beginning at the bottom of page 2 and ending at the top of page 3:

It is mutually understood and agreed by and between the parties submitting this map, Exhibit "A", pursuant to SDCL 49-34A-44 that the descriptions, Exhibit "B", which are attached to the map are not controlling if there is any conflict between the written description of areas and the map submitted. In each instance where there is a conflict between the map, Exhibit "A", and the written description, the map shall in all respects be conclusive proof of the assigned service area of each utility.

Ex Staff 8. This provision in the 1976 Agreement was not modified by the Commission's Order in Docket EL09-021. Ex SEE 7.

11. Due to the boundary between Lincoln and Minnehaha Counties at 57th Street, Section 7 and Section 12 are fractional sections, as are all of the sections in the northern tier in Lincoln County. TR p. 83, lines 8-21; Ex Xcel 1; Ex Staff 1; Ex Staff 9.

12. In 2000, in Docket EL00-026, the Commission considered this fractional section issue, the resulting ambiguity arising from the legal description reference to "along the half mile line to the center point" of the section, and the conflict of the phrase "half mile line" with the line location as shown on the territory map included as Exhibit A to the 1976 Agreement. The Commission ruled that the language of the 1976 Agreement quoted above in Finding 10 - that "the map shall in all respects be conclusive proof of the assigned service area of each utility" - controlled with respect to this fractional section issue and that the line in question - the same line at issue in this case in Section 7 some six miles to the west - was the midpoint line of the fractional section and not the true half section or half mile line as would be the construction under the usual survey practice of retaining whole fractional section demarcations from the southeast corner of the section.

13. The Commission finds that the pre-2009 boundary line in the west half of Section 7 is clearly shown in the territory map incorporated in the 1976 Agreement as Exhibit A to be located at the mid-point of the fractional section and not one half mile north of the southern sectional boundary, that the language of the 1976 Agreement quoted above in Finding 10 can only be construed to mean that the location of the line on the map is controlling, and that the pre-2009 boundary line in the west half of Section 7 was therefore located at the fractional section mid-point, and not one half mile north of the southern sectional boundary.

14. The Commission further finds that the parties did not intend to change the boundary line in Section 7 in the Joint Request, that the references in boundary segment description numbers 5 and 6 in the Joint Request and the placement of the line labeled "Existing Boundary Line" in Section 12 on the map incorporated into the Joint Request as Exhibit A were intended merely to reflect the existing boundary, and that the placement of that line on the map, including the flow-over extension of that line slightly into Section 7, occurred as a result of a mistake on the part of the parties in failing to recognize the fractional section issue when interpreting the 1976 Agreement's location of the boundary in the west half of Section 7. TR 19-24; Ex Xcel 1. In approving the Joint Request in Docket EL09-021, the Commission also failed to recognize the fractional section situation presented here and the mistake of the parties and therefore approved the Joint Request in the mistaken belief that the boundary shown on Exhibit A thereto and in boundary segment description numbers 5 and 6 accurately reflected the existing boundary.

15. In reliance on the Joint Request and the 2009 Order, Southeastern and Xcel proceeded with their extension of facilities, first into the Oxford Estates Development in Section

12 and then into Section 7 as the Whispering Woods Development began construction. The facilities extensions and build-out have essentially been completed by both utilities in the areas of Section 12 subject to the Joint Request. Feb. 14 TR, pp. 19-20; Ex Xcel 3; Ex SEE 6. At some point during its planning for its build-out into Section 7 between June, 2011, and August 29, 2011, Xcel discovered the mistake made in the Joint Request and 2009 Order, and on August 29, 2011, advised Southeastern of its belief that a mistake had been made. TR pp. 59, 66-67.

16. Xcel acknowledges that the Joint Request was intended to modify the parties' respective territories in Section 12 and that the Commission's Order in Docket EL09-021 modified the parties' respective territories in Section 12 despite the fact that Xcel was mistaken in its interpretation of the pre-existing boundary line in Section 12 and resulting mis-location of the "Existing Boundary Line" on Exhibit A to the Joint Request. TR p. 33, lines 10-16. Based on this acknowledgement, the fact that the Complaint only explicitly sought relief in Section 7, the intent of the parties in the Joint Request to modify the boundary in Section 12 in 2009, and Southeastern's completed build-out in Section 12, the Commission finds the boundary in Section 12 to be as set forth on Exhibit A to the Joint Agreement as approved by the Commission in Docket EL09-021. Furthermore, any modification at this point in Section 12 would produce an unjust and unreasonable result and contravene the legislative direction in SDCL 49-34A-55 that the Commission seek to achieve "the elimination or avoidance of unnecessary duplication of facilities" and "the efficient and economical use and development of the electric systems of the contracting electric utilities."

17. Except for the northern portion not at issue in this case, where Xcel has largely completed its build-out, most of the build-out in Section 7 has not yet occurred. Ex Xcel 3; Ex SEE 6. In reliance on the Joint Request and 2009 Order, Southeastern has, however, extended an underground distribution line from its facilities east of the territory in question across the west half of Section 7 and into the Oxford Estates area of Section 12. This line is currently providing service to Southeastern's facilities in Section 12 and to at least one residence east of Southeastern Avenue within the disputed area. Southeastern has expended in excess of \$95,000 on such distribution facilities. TR pp. 58-59; Feb. 14 TR, pp.19-20; Ex SEE 6; Ex Xcel 3.

18. Following an extensive discussion between the Commission and the parties at the Commission's February 14, 2012, meeting, including discussion of settlement proposals the parties had made to each other prior to Xcel's filing of the Complaint, the Commission deferred action on the matter and requested that Southeastern and Xcel provide maps showing what boundary adjustments in Section 7 they would recommend in order to produce a just and reasonable solution to address the situation caused by the unintended and mistaken Section 7 boundary tie-in descriptions in the Joint Request and the actions taken by Southeastern in reliance on the Joint Request and the 2009 Order. Feb. 14 TR.

19. In response to written requests from Commissioners Nelson and Hanson regarding potential resolution options and factors weighing on such options, Southeastern filed maps and explanatory and responsive letters with the Commission on February 17, 2012, and March 5, 2012, and Xcel filed maps and an explanatory letter on March 12, 2012.

20. The Commission finds that the most just and reasonable result in this case is to adopt the boundary as depicted on Territory Exhibit Map 3 submitted by Xcel and attached hereto and incorporated by reference herein, which would fix the boundary in the west half of Section 7 on a line beginning on the western section line of Section 7 at Southeastern Avenue at the point one half mile north of the south section line which is 69th Street, then east on the

half mile line to Sirocco Avenue in the Whispering Woods Addition, then south on Sirocco Avenue to Woodsedge Street, then east and north on Woodsedge Street to East Tree Top Street, then east on East Tree Top Street to the southwest corner of Lot 17 of Block 18, Whispering Woods Addition, then north and west along the western lot lines of Lots 17, 16, and 15 of Block 18, Whispering Woods Addition to the northwest corner of Lot 15 of Block 18, Whispering Woods Addition, then northeast along the north lot line of Lot 15 of Block 18, Whispering Woods Addition to Woodsedge Trail, then northwest on the Woodsedge Trail arc to the north-south half section line of Section 7, then north on the north-south half section line to the existing northern east-west boundary line in the east half of Section 7 as established by Exhibit A to the 1976 Agreement and the 1976 Decision.

21. The Commission finds that this boundary is the most just and reasonable because it comes closest to putting both parties in as close a position as can feasibly be achieved in accordance with the criteria set forth in SDCL 49-34A-55 to where they would have been but for the unintended consequences arising from the mistake made in the Joint Agreement, the 2009 Order, and Southeastern's subsequent facilities build-out in reliance thereon. The boundary as adopted in Finding 20 would put approximately the same amount of territory into Xcel's and Southeastern's territories in Section 7 as was there originally under the 1976 Agreement and 1976 Decision. Furthermore, this boundary will allow Southeastern to provide service in Section 7 where it is currently providing service and where development is expected to occur in the immediate future and extend service to the south in Sections 7 and 12, thus utilizing the primary distribution line and other built-out facilities to provide service without undue complication.

22. Given the situation presented in this case, no outcome can be entirely without consequence to the parties. Southeastern has extended a primary distribution line across the west half of Section 7 over into Section 12. TR 58-59; Feb. 14 TR 19-20. It has also placed tap and conduit facilities in Section 7 to provide distribution feeders into Whispering Woods Addition and points to the south. To the extent that these facilities will not be able to be used following this Decision, it is just and reasonable to require Xcel to pay Southeastern its outstanding incurred costs of installing these stranded facilities. The Commission finds that as a condition for the boundary adjustment approved by the Commission to place the parties in roughly the territorial *status quo ante* in Section 7, Xcel shall be required to pay Southeastern for these facilities.

23. There is also the question of some amount of potential stranded cost associated with the capacity sizing of the primary distribution line facilities that may potentially not be fully used due to the reduction in service locations in Section 7 from what Southeastern based its planning on in reliance on the boundary description in the Joint Agreement and 2009 Order. Although the Commission finds that the potential for some cost stranding due to a capacity over-sizing may occur, the magnitude of the cost of such capacity over-sizing is unlikely to be that significant, since a significant portion of the costs of line installation are not capacity dependent, and the additional line capacity may also then be used to serve facility build-outs to the south in the future in both Sections 7 and 12. The Commission also notes that Southeastern has received the benefits of a considerable service area addition in Section 12 over what it had under the 1976 Agreement and 1976 Decision that will not be adjusted for in this Decision.

24. The Commission finds that the territorial boundary as described in Finding 20 will achieve a just and reasonable definition of the parties' territorial boundaries without causing unnecessary duplication of facilities, will provide adequate electric service to all areas and customers affected, and will promote the efficient and economical use and development of the

electric systems of Xcel and Southeastern. The Commission accordingly finds such territorial boundary to be in the public interest.

25. To the extent that any Conclusion of Law set forth below is more appropriately a finding of fact, that Conclusion of Law is incorporated by reference as a Finding of Fact.

CONCLUSIONS OF LAW

1. The Commission concludes that it has jurisdiction over this matter pursuant to SDCL Chapter 49-34A, specifically 49-34A-42, 49-34A-43, 49-34A-44, 49-34A-55, and 49-34A-59.

2. As the South Dakota Supreme Court has stated on several occasions, "[t]he Territorial Act, found in SDCL ch. 49-34A, 'evidences a legislative intent for [the] PUC to have broad inherent authority in matters involving utilities in this state.' *In re Northern States Power Co.*, 489 N.W.2d 365, 370 (S.D.1992); *In re West River Elec. Ass'n, Inc.* 2004 SD 11, 675 N.W. 2d 222.

3. The Commission concludes that the parties intended to change their electric service territory boundary in Section 12 in the Joint Request, that the build-out in such area in Section 12 is now complete, and that the boundary in Section 12 shall be as approved by the Commission in the 2009 Order.

4. The Commission concludes that Xcel and Southeastern did not intend to change the boundary in Section 7 in the Joint Request, and that the Commission did not intend to change the boundary in Section 7 in the 2009 Order.

5. The Commission concludes that boundary segment descriptions 5 and 6 in the Joint Request for tie-in from Section 12 to Section 7 were erroneous and were due to mutual mistake on the part of the parties, and that such mistake was not recognized by the Commission in rendering its 2009 Order.

6. The Commission concludes that the Joint Request and 2009 Order did not amend the boundary in Section 7.

7. The Commission concludes that the original boundary in Section 7 cannot, however, now remain as agreed in the 1976 Agreement and approved in the 1976 Decision as was intended by the parties in the Joint Request without violating the decisional principles of SDCL 49-34A-55 due to Southeastern's facilities build-out in Section 7.

8. The Commission concludes that a just and reasonable decision in this case should attempt to restore the parties to the territorial service areas they have had since the 1976 Agreement and 1976 Decision in Section 7 to the extent possible in light of the situation now existing with Southeastern's construction of the primary distribution line across Section 7, that this result can best be achieved through approval of the territorial boundary as described in Finding of Fact 20, and that such a boundary is in the public interest.

9. The Commission concludes that in order to avoid waste and inefficiency and restore the parties in so far as possible to their respective positions in Section 7 prior to actions taken by Southeastern in Section 7 as a result of the Joint Request and 2009 Order, Xcel shall be required to pay Southeastern for the cost of its facilities installed in Section 7 such as line

taps and conduit stubs to the extent that Southeastern will not be able to put such facilities to use following the issuance of this Decision.

It is therefore

ORDERED, that the electric service territory boundary between Xcel and Southeastern in Section 12 of Township 100 North, Range 50 West shall remain as approved in Docket EL09-021; and it is further

ORDERED, that the territory boundary between Xcel and Southeastern in Section 7 of Township 100 North, Range 49 West shall be the territory boundary as proposed by Xcel as reflected on Territory Exhibit Map No. 3 attached to its letter to the Commission filed on March 12, 2012, and as described in detail in Finding of Fact 20 and incorporated herein by reference; and it is further

ORDERED, that Xcel shall reimburse Southeastern for its actual expenditures on facilities such as (but not limited to) conduit stubs and line taps installed by Southeastern in the Xcel portion of the territory that will not be able to be used by Southeastern due to the boundary determination made in this Decision and Order.

NOTICE OF ENTRY AND OF RIGHT TO APPEAL

PLEASE TAKE NOTICE that this Final Decision and Order was duly issued and entered on the 18th day of April, 2012. Pursuant to SDCL 1-26-32, this Final Decision and Order will take effect 10 days after the date of receipt or failure to accept delivery of the decision by the parties. Pursuant to ARSD 20:10:01:30.01, an application for a rehearing or reconsideration may be made by filing a written petition with the Commission within 30 days from the date of issuance of this Final Decision and Order; Notice of Entry. Pursuant to SDCL 1-26-31, the parties have the right to appeal this Final Decision and Order to the appropriate Circuit Court by serving notice of appeal of this decision to the Circuit Court within thirty (30) days after the date of service of this Notice of Decision.

Dated at Pierre, South Dakota, this 18th day of April, 2012.

CERTIFICATE OF SERVICE	
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, electronically.	
By:	<u>Joy Kravitz</u>
Date:	<u>04.18.12</u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION:

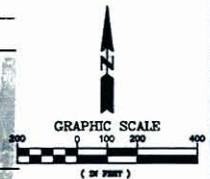
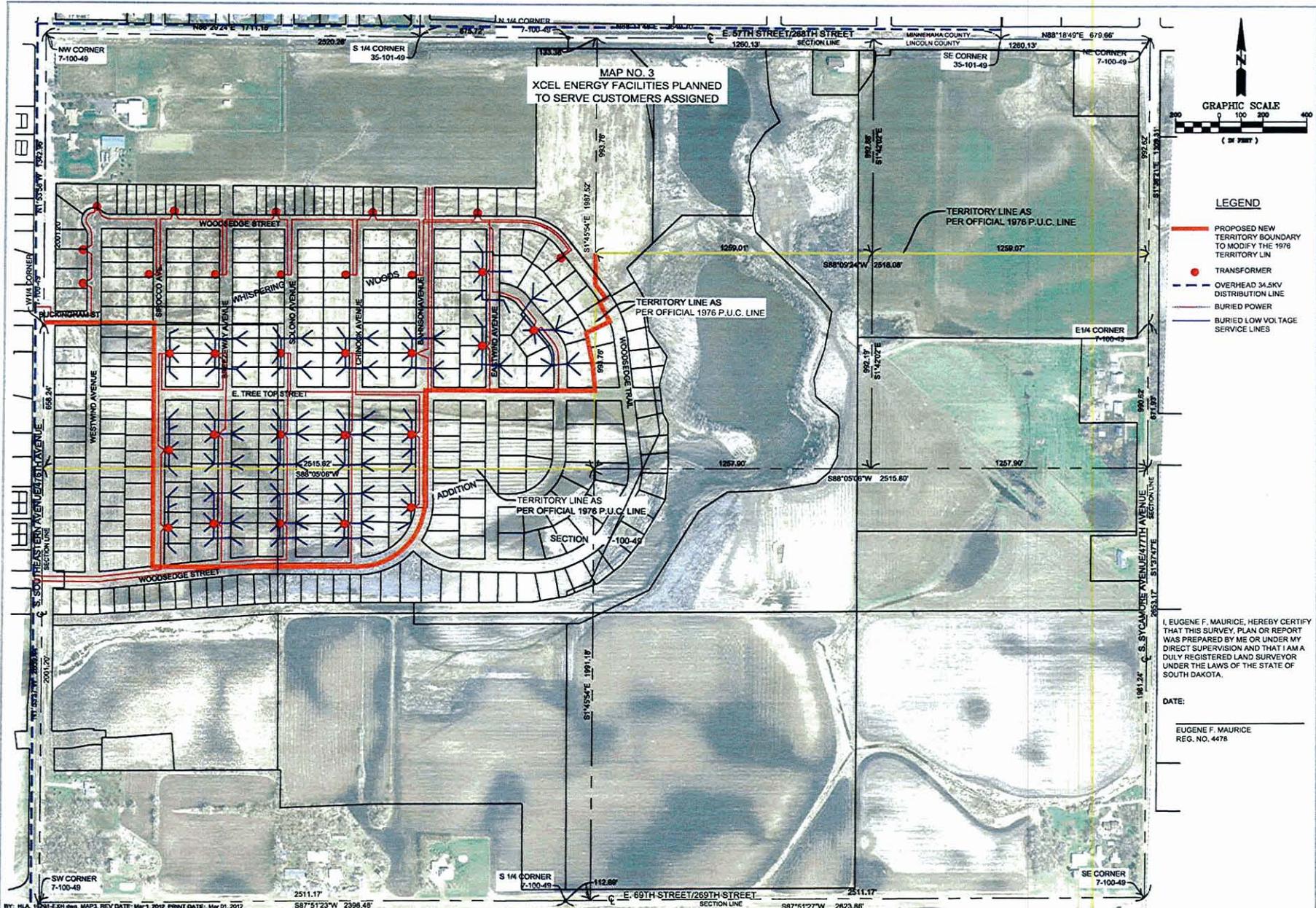
Chris Nelson

CHRIS NELSON, Chairman

Kristie Fiegen

KRISTIE FIEGEN, Commissioner

GARY HANSON, Commissioner, dissenting.



- LEGEND**
- PROPOSED NEW TERRITORY BOUNDARY TO MODIFY THE 1976 TERRITORY LINE
 - TRANSFORMER
 - OVERHEAD 34.5KV DISTRIBUTION LINE
 - BURIED POWER
 - BURIED LOW VOLTAGE SERVICE LINES

I, EUGENE F. MAURICE, HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF SOUTH DAKOTA.

DATE: _____

EUGENE F. MAURICE
REG. NO. 4478

BY: HLA, 12261-EXH.dwg, MAP3, REV DATE: Mar 7, 2012, PRINT DATE: Mar 01, 2012

587°51'23"W 2398.45'

587°51'27"W 2823.86'

Engineering Solutions

Sayre Associates
2718 South Lakewood • Sioux Falls, SD 57104
Phone: (605) 582-7777 • Fax: (605) 582-7527

XCEL ENERGY
JIM WILCOX
SECTION 7, T100N, R49W, OF THE 5TH P.M., LINCOLN CO., S.D.
57TH STREET & SOUTHEASTERN AVENUE

PROJECT NO.:	19201
SURVEYED BY:	EFM
CREATED BY:	HLA
APPROVED BY:	DNB
REVISION DATE:	
TERRITORY EXHIBIT	MAP 3