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ORIGINAL

Decision No. 87868 SEP 20 1977

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

SAN GABRIEL VALLEY WATER COMPANY, Complainant, vs. SOUTHERN CALIFORNIA WATER COMPANY, a corporation, Defendant.	Case No. 10244 (Filed January 24, 1977)

John E. Skelton, Attorney at Law, for San Gabriel Valley Water Company, complainant.
O'Melveny & Meyers, by Guido R. Henry, Jr., Attorney at Law, for Southern California Water Company, defendant.
Radovan Z. Pinto, Attorney at Law, for the Commission staff.

OPINION

Complainant, San Gabriel Valley Water Company (San Gabriel), seeks an order permanently restraining defendant, Southern California Water Company (SoCal), from distributing, serving, or selling water for any purpose within the Mission Gardens area in the city of Rosemead, Los Angeles County, which area was the service area of a mutual water company located within San Gabriel's certificated area.

Originally, San Gabriel also sought an immediate order pursuant to Section 1006 of the Public Utilities Code ordering SoCal to cease and desist from providing further service and from installing connections or other facilities to or within Mission Gardens, but upon the matter being set for hearing, and by reason of SoCal assuring San Gabriel that the status quo would be

maintained, San Gabriel agreed not to pursue its request for immediate relief.

On February 18, 1977, SoCal filed its answer to the complaint.

Public hearing was held at Los Angeles before Administrative Law Judge Norman Haley on March 28, 1977. The matter was submitted on April 25, 1977, with receipt of transcript.

From about 1932 to 1976 the Mission Gardens area was the service area of Mission Gardens Mutual Water Company (Mission Gardens Mutual) which had about 150 customers. The Mission Gardens area is a square area bounded on the north by Garvey Avenue, on the south by Fern Avenue, on the east by Walnut Grove Avenue, and on the west by Delta Street. Fern Avenue and Walnut Grove Avenue are adjacent to the area presently being served by San Gabriel.[1/] Immediately west of Delta Street and south of Garvey Avenue is a relatively undeveloped strip of land, including a power line easement. Several hundred feet west of Delta Street is the eastern boundary of SoCal's South San Gabriel system service area. North of Garvey Avenue above Mission Gardens is the service area of Amarillo Mutual Water Company.

Complainant and defendant stipulate that Mission Gardens is within the certificate of public convenience and necessity granted to San Gabriel's predecessor, San Gabriel Valley Water Service, by D.29954 (1937), and was the service area of Mission Gardens Mutual referred to in D.33350 (1940). Those decisions were in A.21250 which was reopened three times due to insufficient notice to existing operators at the original hearing to determine whether D.29954 should be modified as it related to the granting of

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1/ San Gabriel's service area involved is its El Monte Division which is an interconnected water system serving between 25,000 and 30,000 customers.

a certificate in territory served by a mutual water company, public utility, governmental agency, district, association, corporation or person (D.32390 (1939), D.32424 (1939), and D.33350 (1940)). 2/

San Gabriel's Presentation

San Gabriel alleges that pursuant to the authority granted by its certificate of public convenience and necessity it has planned and constructed its water system to meet anticipated requirements within its certificated area, including requirements of the

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2/ The last paragraph, page 6 (continuing on page 7) and the second ordering paragraph of D.33350 are quoted below:

> "Representatives of the Purity Mutual Water Company, a corporation, and Mission Gardens Mutual Water Company, a corporation, demanded that the lands supplied by their respective water companies be excluded from the certificated area granted to San Gabriel Valley Water Service. These demands, however, were qualified to the extent that said representatives were willing to permit the utility to install in their districts mains which could be made available for standby or emergency purposes only, provided Water Service would agree not to extend its distribution facilities into their service areas for direct consumer deliveries, except upon formal written request of said mutual companies after approval thereof by the duly qualified board of directors in each instance. This proposal was accepted through stipulation by R. H. Nicholson for and in behalf of San Gabriel Valley Water Service."

> "IT IS HEREBY FURTHER ORDERED that San Gabriel Valley Water Service, a corporation, shall not sell and deliver water directly to any consumer within the service area of Purity Mutual Water Company, a corporation, or Mission Gardens Mutual Water Company, a corporation, unless requested so to do through resolution duly passed and approved by the board of directors of the said Mutual Company involved."

Mission Gardens area. San Gabriel contends that the conduct of SoCal constitutes an unlawful invasion of its certificated area, will interfere with the operation of its water system, and will deprive it of the right to provide water service in the ordinary course of business within its certificated area for which it has developed its water system and dedicated such system to public use.

San Gabriel further alleges that on or prior to December 1, 1976, SoCal commenced water service to the area formerly served by Mission Gardens Mutual without first having filed a tariff service area map, as required by Section I.E. of General Order No. 96-A, and by its Advice Letter No. 491-W dated December 21, 1976, SoCal proposed to add the Mission Gardens area to its service area. San Gabriel also contends that SoCal plans to connect its South San Gabriel System with that serving the Mission Gardens area without a certificate of public convenience and necessity as required by Article 1 , Chapter 5 of Division 1 of the Public Utilities Code (Section 1001, et seq.)

Evidence on behalf of San Gabriel was presented by Robert H. Nicholson, Jr., president. According to the witness the outer boundary of the certificated area described in D.29954 included, among other things, approximately 18 mutual water companies. Eight of these have since been absorbed by San Gabriel. He said he found that the Commission had told San Gabriel that it could not serve customers of Clayton Mutual Water Company, Cross Water Company, or Mission Gardens Mutual. Exhibit 3 is a policy memorandum (1970) which provides that San Gabriel will accept applications for service from customers of mutual water companies located within its certificated area, other than from the above three.

Exhibits 4 and 5 were introduced to show that certain water system improvements have been constructed, including 12 3/4-inch pipe and pumping plants designed to meet total

anticipated requirements in the certificated area. Assertedly this included areas now being served as well as possible future requirements in the areas of Mission Gardens Mutual, Amarillo Mutual Water Company, and other mutuals, when and if those areas should require service. San Gabriel's president stated that it costs less to slightly oversize a facility in anticipation of future needs than to drill a complete new well or put in a new pump at a later date.

The president explained that Mission Gardens has a well and an internal water system with substandard pipe that provides no fire protection. Such protection is provided through fire hydrants on San Gabriel's system located outside of the Mission Gardens area on the north, east, and south. Emergency and standby service facilities assertedly were established at the request of Mission Gardens Mutual as referred to in D.33350. The witness admitted that fire hydrants would have been placed where they are regardless of whether there was any prospect of serving Mission Gardens.

Complainant's president expressed the view that it would not have been prudent to design plants and pipelines to serve an area restricted in the manner of Mission Gardens by D.33350 if this had been a permanent arrangement. He contended there was nothing permanent with regard to the Mission Gardens restriction. It was his opinion that D.33350 intended to protect Mission Gardens Mutual at the time it was operating but did not allow the directors of the mutual to determine what public utility would provide service to the area in the event the mutual went out of service. It has been his experience with mutuals in the San Gabriel service area that they eventually go out of service. Accordingly, San Gabriel has designed its system and capacity to meet the needs of the total certificated area when they do arise. He asserted that

if the additional capacity installed is not used it will be less valuable and to some extent wasted. The witness stated that San Gabriel's customers will have lost the advantage of having overhead costs spread to a greater number of customers if the utility does not serve the area. In addition, there would be a loss of revenue to San Gabriel that otherwise would be available. It was alleged that inclusion of the Mission Gardens area within the pipeline network of San Gabriel would permit circulation of the existing San Gabriel system through the area. He felt this would be desirable, but agreed it would not be needed to correct any deficiencies in adjacent areas.

Exhibit 6 is an offer of San Gabriel dated January 28, 1976, to purchase all of the properties and rights of Mission Gardens Mutual, other than cash and accounts receivable, for $500. Among other things, the offer provides that the properties and rights to be transferred shall include Mission Gardens Mutual's prescriptive pumping right adjudicated to be 96.96 acre-feet in Upper San Gabriel Valley Water District v. City of Alhambra, et al (Los Angeles Superior Court Case No. 924128). San Gabriel would interconnect the existing Mission Gardens system with its system and proceed with plans to install new mains, services, and water meters at San Gabriel's expense. Meters would be located at the front property lines. Mission Gardens Mutual has mains mostly running down the rear lot lines. Connection between the front property lines and the customer rear lot lines would be in accordance with San Gabriel's Rule 16 which provides that it is the customer's responsibility to make the connection from the meter to the house and to supply the pipe and to keep it in good order. The witness estimated that the cost would be approximately $150 per household. Where a customer's existing piping would conveniently permit connection in front of the residence or other improvement,

the connection to the water meter would be made by and at San Gabriel's expense. San Gabriel also would disconnect the customer's piping from the Mission Gardens pipeline formerly providing service. Should the customer's piping not be easily accessible, the customer would have to provide a convenient outlet at his own expense. The existing well would be dismantled and filled in.

Complainant's president stated that to his knowledge Mission Gardens Mutual was worth very little, and was purchased by SoCal for $1. He said San Gabriel's offer probably would have equated to $1 also. Assertedly, the system does not meet current General Order No. 103 specifications and the mutual has nothing to sell. He contended that there is no requirement that San Gabriel buy the system of a mutual as a condition precedent to serving customers.

The president was of the opinion that a certificate is granted to protect one public utility from another, that San Gabriel has exclusive rights in its certificated area to provide water service, and that another public utility cannot serve water in San Gabriel's certificated area absent a duplicate certificate issued by the Commission for reasons such as poor service.

SoCal's Presentation

SoCal alleges that D.29954 did not award to San Gabriel, as an area actually to be served by it, the area then served by Mission Gardens Mutual. Mission Gardens Mutual had been providing water service in the area about five years prior to D.29954. Defendant asserts that it is contrary to reason to interpret D.29954 as a definitive statement that public convenience and necessity required San Gabriel to serve an area that was already being served by a mutual water company which was organized and incorporated for the express purpose of serving the area and was, in fact, doing so. SoCal admits that as the result of arm's-length

bargaining it purchased the operating properties and rights of Mission Gardens Mutual on December 1, 1976 and has continued to render water service that was formerly rendered by Mission Gardens Mutual. SoCal denies that it is required by Section I.E. of General Order No. 96 to file a service area map before acquisition of a mutual water company. It admits that on December 21, 1976, by Advice Letter No. 491-W, it filed a tariff area map including the Mission Gardens area. However, the advice letter was rejected by the Commission by letter dated January 19, 1977. SoCal admits that it intends to interconnect the Mission Gardens system with its adjacent South San Gabriel system. It denies that Article 1, Chapter 5 of Division 1 of the Public Utilities Code requires it to secure a certificate of public convenience and necessity before making such interconnection.

By D.83030 (1974) the Commission granted SoCal a certificate of public convenience and necessity authorizing it to exercise the rights and privileges conferred upon it under a franchise granted by the city of Rosemead. SoCal operates a water system in the city of Rosemead and the Mission Gardens area lies entirely within the city of Rosemead. SoCal alleges that if the interconnection were to be considered an extension, the interconnection is within a city in which it has theretofore lawfully commenced operations, and no further certificate of public convenience and necessity is required. However, SoCal does not believe that the interconnection is an extension and contends that the construction of the interconnection is necessary in the ordinary course of its business.

SoCal denies that it has made an unlawful invasion of San Gabriel's certificated area and denies that it will interfere with the operation of San Gabriel's water system. SoCal denies that San Gabriel has the right to provide water service in the

area formerly served by Mission Gardens Mutual.

It is SoCal's position that San Gabriel has never served the Mission Gardens area and could not serve it because of the condition in D.33350, that San Gabriel has not asked that the condition be deleted from its certificate, and that San Gabriel's recourse simply has been to ask that other operators stay out of the Mission Gardens area. SoCal contends that the rights of a certificate subject to a condition precedent do not become effective until the condition has been fulfilled, citing D.29689 (1937).

SoCal requests that the Commission dismiss the complaint and that it be authorized to file an advice letter similar to Advice Letter No. 491-W heretofore filed and rejected by the Commission.

Evidence on behalf of SoCal was presented through Martin E. Whelan, an attorney that had represented Mission Gardens Mutual in its efforts to get out of the water business, and Charles L. Stuart, a vice president of SoCal. According to the attorney, Mission Gardens Mutual began expressing desire to get out of the water business about 1973. He recounted conversations he had had with the representatives of San Gabriel between 1973 and 1976 concerning possible acquisition of Mission Gardens Mutual by San Gabriel. He said he told San Gabriel with respect to their last offer of January 28, 1976 that $500 cash for all the water rights and related assets would not be nearly enough to handle expenses. He said he was informed by a representative of San Gabriel that they were not very interested in whether they acquired the Mission Gardens Mutual system or not with all of the problems that it presented. The witness said he sent a letter to Mission Gardens Mutual telling them he had received the impression that San Gabriel did not care whether they acquired the system or not. From 1973 to

1976 no one called to his attention that San Gabriel claimed that the Mission Gardens service area was within the certificate of San Gabriel. He said that had this been mentioned he would have realized it had some significance and would have told Mr. Stuart.

The attorney for Mission Gardens Mutual stated that sometime prior to August 19, 1976, he had a discussion with Mr. Stuart, vice president of SoCal, and asked him to prepare an initial draft of a sales agreement. An agreement was effectuated with Mission Gardens Mutual reserving the water rights and certain miscellaneous properties such as office equipment and cash. Mission Gardens Mutual then proceeded with the sale of the water rights to Brooks Gifford, Jr., an individual, for $35,487.36. The attorney said he is now under instructions to prepare papers for dissolution of Mission Gardens Mutual. He had no knowledge of any resolution passed by Mission Gardens Mutual's board of directors requesting San Gabriel to serve water to customers within the Mission Gardens area. He said that such a resolution would have been inconsistent with the agreement entered into with SoCal. The attorney stated that Mr. Stuart indicated SoCal would be entitled to serve Mission Gardens Mutual as an adjacent property under Section 1001 of the Public Utilities Code. Mission Gardens Mutual assertedly has nothing left to sell. He said Mission Gardens Mutual now has no authority to request anyone other than SoCal to serve the area.

The vice president of SoCal testified that for the last 15 years one of his principal responsibilities has been in connection with acquisitions of 15 to 20 other water companies or water systems. Six to eight of these were mutual water companies, including Mission Gardens Mutual. He said his first contact with Mission Gardens Mutual was early in July 1974. At that time he was informed that San Gabriel also was interested in acquiring Mission Gardens Mutual. However, in 1976 he was informed that the

mutual had been unable to get an agreement with San Gabriel, that San Gabriel was not interested, and that the stockholders of the mutual had asked that negotiations to sell be resumed with SoCal.

Exhibit 7 is the agreement of sale dated September 30, 1976 between Mission Gardens Mutual and SoCal. Exhibits 8, 9, and 10 are bill of sale, quitclaim deed, and grant deed executed and delivered to SoCal by Mission Gardens Mutual. Among other things, the Exhibit 7 agreement provides that SoCal shall pay Mission Gardens Mutual $1 for the water system including real and personal property and necessary titles and documents. Mission Gardens Mutual reserved all water rights. The agreement provides that the mutual's water system shall be interconnected to the SoCal system at SoCal's expense. Service will be provided pursuant to SoCal's San Gabriel Valley District tariff, including connection charges, rates, and rules. Metered service is planned. However, the mutual's flat rate service would be continued for one year. SoCal represents and warrants to the mutual that the agreement does not require approval of the Commission.

The vice president of SoCal stated that during negotiations there was no mention of any possible claim that Mission Gardens Mutual was within the San Gabriel's certificated service area. He said if that possibility had been mentioned, he probably would have proceeded with the acquisition anyway, but also would have contacted San Gabriel. He said it was a new idea to him that a public utility could claim it has a certificate over a mutual. It was his opinion that a mutual is a viable entity in its own rights and has the right to sell to anyone. SoCal did not notify San Gabriel of the prospective purchase of Mission Gardens Mutual. It is not SoCal's practice to notify other parties of prospective purchases because this assertedly would stir up competition resulting in a bidding war.

The vice president explained that in connection with the acquisition of other mutual water companies in the past his company's

procedures have been identical with those in connection with Mission Gardens Mutual. Following negotiations and acquisitions of other mutuals SoCal filed revised tariff area maps showing the territories covered by the acquisitions. It is his opinion that additional certificated authority is not required under Section 1001 of the Public Utilities Code to serve the Mission Gardens area because SoCal has a certificate (D.83030) to exercise a city franchise authorizing service anywhere within the city of Rosemead which includes the area in question.

The SoCal vice president testified concerning plans his company has with respect to wells, mains, meters, and reconnects in the Mission Gardens area. SoCal plans to make an interconnecting line from its Garvey plant located between 450 and 500 feet west of the Mission Gardens area. This would give a secondary source of supply to the Mission Gardens area and also would permit full use of Mission Gardens water supply consisting of one well which is not being fully utilized.[3/] He said that in the normal course of events SoCal would put pipe in the streets and reconnect the customer's piping to SoCal's service in front of the properties. Reconnection from the rear lot lines to the street would be at SoCal's expense as has been customary with SoCal in connection with prior acquisitions of mutuals. The witness estimates that it will cost SoCal approximately $150 per customer for reconnecting from the rear lot line to the street line.

Staff's Presentation

It is the position of the staff that there should be an orderly resolution of this dispute and the effect on both the customers and the utilities should be minimized where possible.

3/ The vice president of SoCal stated that the last time he checked the well it was producing approximately 440 gallons per minute, or over 700 acre-feet a year. Actual production has been approximately 100 acre-feet a year or one-seventh of capacity. He said 440 gallons per minute were being obtained with a very small drawdown of five feet. Assertedly, this indicates a high specific yield capacity with the potential for a larger quantity of water, as well as running it continuously.

The staff asserts that no certificate should issue unless public convenience and necessity is proven, that the Commission must consider reasonable service by an alternate water purveyor in the granting of a certificate to a public utility, and there is some doubt that the Commission adequately considered the existence of alternative purveyors in granting the original certificate to San Gabriel's predecessor (D.29954).

Evidence on behalf of the staff was presented through Joseph F. Young, an assistant utilities engineer. According to this witness there are three ways that water customers in the Mission Gardens area are better off with service provided pursuant to SoCal's Exhibit 7 agreement than they would be under San Gabriel's Exhibit 6 offer. First, SoCal's rate for a thousand cubic feet of water per month would be $3.82, compared to San Gabriel's rate of $4.57. The spread increases slightly as consumption increases. Second, SoCal would pay for replumbing the customers' services from rear lot lines to the streets, whereas San Gabriel would not. Third, San Gabriel would have acquired the 96.96 acre feet of adjudicated water rights with the purchase offer of $500 and the commitment to put in new mains. The engineer pointed out that SoCal did not acquire those water rights which were sold for about $35,000 to an outside party to the benefit of the shareholder customers of Mission Gardens (about $235 per shareholder).

Discussion

The issue here is whether SoCal has the right to provide public utility water service in the Mission Gardens area, which area geographically is within the certificate of public convenience and necessity granted San Gabriel's predecessor by D.29954, as modified by D.33350. Up to the time Mission Gardens Mutual sold to SoCal, San Gabriel's general water service was not required in the Mission Gardens area because that area had its own service. San

Gabriel established a number of connections for emergency and fire service outside of the Mission Gardens on the north, east, and south. That service was available to the Mission Gardens area if needed. However, the record shows that the facilities for emergency and fire service would have been installed to meet the needs of the area actually being served by San Gabriel, regardless of whether there was any prospect of serving the Mission Gardens area. The Mission Gardens area has about 150 customers, whereas San Gabriel has between 25,000 and 30,000 customers in its El Monte Division.

San Gabriel was prohibited by D.33350 from serving customers of Mission Gardens Mutual unless requested through resolution of the board of directors of the mutual. There was no public convenience and necessity required for general water service provided by San Gabriel in the Mission Gardens area as long as that mutual continued to operate and did not request service from San Gabriel. No such request was ever made. The rights contained in San Gabriel's certificate relative to the Mission Gardens area therefore never became operative. The rights conveyed to a public utility water company by a certificate of public convenience and necessity to provide water service in a given area do not automatically extend to the service areas of unregulated water works operators that may be encompassed in whole or in part within such certificated area.

SoCal's purchase agreement was substantially more favorable to the stockholder customers of the mutual than was San Gabriel's offer. Mission Gardens Mutual had the right to choose the purchaser of its system. SoCal currently provides water service in the city of Rosemead west of Mission Gardens. No additional certificate was required by SoCal under Section 1001 of the Public Utilities Code to provide water service in the Mission Gardens area

because SoCal had a certificate (D.83030) to exercise the rights, privileges, and franchise granted by the city of Rosemead by Ordinance No. 376 (1974) to provide water service in that city.

Complainant did not show that it is entitled to relief in this matter.

Findings

1. San Gabriel and SoCal are both large public utility water companies subject to the jurisdiction of this Commission.

2. The Mission Gardens area in the city of Rosemead was the service area of Mission Gardens Mutual from about 1932 to 1976. Mission Gardens Mutual was a water works operator not subject to the jurisdiction of this Commission.

3. There are about 150 water customers in the Mission Gardens area.

4. The Mission Gardens area is within the certificate of public convenience and necessity granted to San Gabriel's predecessor, San Gabriel Valley Water Service, by D.29954 (1937).

5. Mission Gardens Mutual had been providing water service to shareholder customers in the Mission Gardens area about five years prior to D.29954.

6. Exhibit 6 is an offer by San Gabriel, dated January 28, 1976, to the attorney for Mission Gardens Mutual to purchase the water system of that mutual. That offer was not accepted by Mission Gardens Mutual.

7. By D.83030 (1974) SoCal was granted a certificate of public convenience and necessity to exercise the rights and privileges granted by the city of Rosemead by Ordinance No. 376 (1974), which among other things, authorized SoCal to sell water within that city.

8. The west side of the Mission Gardens area is several hundred feet east of SoCal's east San Gabriel service area.

9. By agreement dated September 30, 1976 (Exhibit 7), bill of sale dated November 10, 1976 (Exhibit 8), quitclaim deed dated November 10, 1976 (Exhibit 9), and grant deed dated November 10, 1976 (Exhibit 10), SoCal acquired the water system of Mission Gardens Mutual, other than the water rights and certain other items.

10. The water rights of Mission Gardens Mutual were sold to an individual for $35,487.86.

11. SoCal's Exhibit 7 agreement was substantially more favorable to the shareholder customers of Mission Gardens Mutual than was San Gabriel's Exhibit 6 offer.

12. SoCal's metered water rates in the area involved are about 25 percent lower than San Gabriel's metered water rates, which would be an additional benefit to consumers in the Mission Gardens area.

13. The record does not show that the providing of water service by SoCal in the Mission Gardens area would interfere with the physical operation of San Gabriel's water system.

14. San Gabriel's facilities for emergency needs and fire service located outside of the Mission Gardens area on the north, east, and south would have been installed to meet the needs of the area actually being served by San Gabriel regardless of whether there was any prospect of serving the Mission Gardens area.

15. San Gabriel's predecessor was ordered by D.33350 (1940) not to serve customers in the service area of Mission Gardens Mutual unless requested through resolution of the board of directors of that mutual. Neither San Gabriel nor its predecessor ever received a resolution of the board of directors of Mission Gardens Mutual to serve customers in the Mission Gardens area.

16. Public convenience and necessity did not require San Gabriel to provide general water service to consumers in the Mission Gardens area because that area was served by Mission Gardens Mutual.

17. The rights contained in San Gabriel's certificate, as modified by D.33350, never became operative relative to the providing of general water service in the Mission Gardens area.

18. The rights conveyed to a public utility water company by a certificate of public convenience and necessity to provide water service in a given area do not automatically extend to the service areas of unregulated water works operators that may be encompassed in whole or in part within such certificated area.

19. The shareholder customers of Mission Gardens Mutual chose to dispose of their water system to SoCal. They were not required to sell or otherwise dispose of their water system to San Gabriel.

20. San Gabriel's certificate should be modified to exclude therefrom the Mission Gardens area.

21. SoCal provides general water service in the city of Rosemead. It is not required under Article 1, Chapter 5 of Division 1 of the Public Utilities Code to seek an additional certificate of public convenience and necessity to serve the Mission Gardens area

22. SoCal should file an advice letter with tariff area map including the Mission Gardens area, similar to Advice Letter No. 491-W, which was rejected.

It is concluded that the relief requested should be denied.

O R D E R

IT IS ORDERED that:

1. The relief requested is denied.

2. San Gabriel Valley Water Company's (San Gabriel) certificate is modified to exclude the Mission Gardens area.

3. San Gabriel is directed to file an advice letter with tariff area map excluding the Mission Gardens area from its service area.

4. Southern California Water Company is directed to comply with Finding 22.

The effective date of this order shall be twenty days after the date hereof.

Dated at San Francisco, California, this 20th day of SEPTEMBER, 1977.

Robert Batinovich
President

William Symons Jr.

Vernon L. Sturgeon

Richard D. Gravelle

Claire T. Dedrick
Commissioners