

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Telecommunications Branch
Commission Advisory and Compliance Division

RESOLUTION T-15824
January 17, 1996

R E S O L U T I O N

RESOLUTION T-15824. PACIFIC BELL (U-1001-C). ORDER
ADOPTING WITH MODIFICATIONS THE CO-CARRIER
INTERCONNECTION AGREEMENT BETWEEN PACIFIC BELL AND MFS
INTELENET OF CALIFORNIA

BY ADVICE LETTER 17879, FILED ON NOVEMBER 20, 1995.

I. SUMMARY

This resolution approves with modifications the co-carrier interconnection agreement (PB/MFS contract) between Pacific Bell (Pacific) and MFS Intelenet of California, Inc. (MFS) filed in Advice Letter (AL) Number (No.) 17879. The modifications make any rates subject to adjustment pending Commission disposition of rates in the local competition proceeding (R.95-04-043/I.95-04-044) and the Open Access and Network Architecture Development (OANAD) proceeding (R.93-04-003/I.93-04-002). The contract is modified to comport with a prior agreement between Pacific, MFS and other parties regarding the rates for local transport of switched access, adopted in D.95-12-020.

Protests to Pacific's AL No. 17879 were filed by the California Telecommunications Coalition (Coalition) and the Commission's Division of Ratepayer Advocates (DRA).

Pacific filed AL No. 17879 on November 20, 1995, requesting approval of a co-carrier interconnection agreement between itself and MFS. The major provisions of the agreement include:

It allows immediate interconnection of MFS and Pacific networks for the exchange of local calls in a seamless manner. It calls for the use of "one-way" trunk groups and establishes mutually agreed to meet points for interconnection.

MFS will match the Commission approved "rating areas" for the rating of local and toll calls in Pacific's serving area. MFS will have access to NXX codes, and Pacific will not charge MFS for opening these codes in Pacific's switches.

MFS will jointly provide switched access to allow customers and interexchange carriers to complete, or originate, toll calls over the MFS and Pacific networks. Revenues from switched access will be shared based on industry standards.

Pacific and MFS agreed to reciprocal compensation for local traffic at a rate of \$0.0075 per minute. Rates comparable to Pacific's switched access rates will apply for the completion of intraLATA toll calls, and a rate of \$0.0087 per minute applies to calls completed through interim number portability services.

Pacific will allow access to a number of its support services including E911, directory assistance, directory listing and call referral services. The contract also covers 900/976 and certain operator functions.

Resale of Pacific's unbundled loops (links) is permitted beginning April 1, 1996. Prices are established for business and residence loops based on geographic zones in California. Pacific and MFS have agreed to non-recurring charges and the coordination process for installing loops.

Interim number portability is provided through Pacific's Directory Number Call Forwarding Service (DNCF) at a rate of \$3.25 per month. Non-recurring charges for DNCF have been agreed upon.

The contract is for 2 years and allows for extension if amenable to both parties.

II. BACKGROUND

In Decision (D.) No. 95-07-054, the Commission authorized those facilities based competitive local carriers by the Commission to begin offer local service January 1, 1996. In that decision the Commission established initial rules for both the incumbent local exchange carriers and the competitive local carriers (CLCs) for a variety of issues including interconnection. The Commission allowed

"...in those cases where CLCs are able to reach mutually agreeable terms and conditions for interconnection including compensation, the negotiating parties are free to execute such interconnection agreements without need for Commission-imposed rules on terms and conditions."
(P. 37)

In the same decision, the Commission established criteria that interconnection agreements must not be unduly discriminatory nor anti-competitive. The Commission directed that approval of such contracts should be sought via advice letter. On November 20, 1995, Pacific filed AL No. 17879 requesting approval of a co-carrier interconnection agreement under the authority of D.95-07-054.

Subsequent to Pacific's filing, the Commission adopted additional criteria governing interconnection and related issues in D.95-12-056. In that decision, the Commission allowed parties to negotiate interconnection agreements and provided the parties with preferred outcomes in the event disputes arose in negotiations or breach of contract claims were made public. An expedited approval process for approving interconnection agreements was adopted for agreements that addressed the interconnection issues resolved in D.95-12-056. Agreements that contained provisions not resolved in D.95-12-056 or prior Commission decisions could be filed under the normal approval process contained in General Order (G.O.) 96-A.

III. PROTESTS

Protests to Pacific's AL No. 17879 were filed on December 11, 1995, by the Coalition; and on December 13, 1995, by DRA.

Pacific and MFS separately responded to the protests on December 19, 1995.

The Coalition argues that the PB/MFS contract contained in AL 17879 is excessive in scope and fails to comply with the Commission's rules and orders. The Coalition contends that the excessive breadth of the PB/MFS contract is illustrated by its treatment of NXX Codes, unbundled loops, call termination charges and switched access rates. The Coalition also argues that the PB/MFS contract should not act as a public policy template for resolving issues pending in R.95-04-043/I.95-04-044. DRA supports the arguments in the Coalition's protest and stresses that the PB/MFS contract is (1) anti-competitive in its assignment of unbundled loops (also known as interconnector capacity), (2) discriminatory in the assignment of NXX codes and (3) fails to disclose important elements of the deal between Pacific and MFS contained in the "Companion Agreement". The "Companion Agreement" was attached to the Coalition's protest and represents common positions Pacific and MFS have agreed to take on incentive regulation, local competition and related matters.

The Coalition contends that D. 95-07-054 invited carriers to negotiate an agreement solely concerning the interconnection of networks. By going beyond this limited scope, the Coalition believes that the PB/MFS contract attempts to address and decide most of the issues awaiting decision in the local competition docket.

The Coalition contends that MFS is given preferential access to certain scarce resources that are necessary for all CLCs to compete, namely NXX codes and unbundled loops. According to the Coalition, the PB/MFS contract allows MFS to obtain an NXX code in every exchange or rate center area MFS plans to offer local exchange service. The Coalition contends that there are not sufficient NXX codes to allow all CLCs to take advantage of this approach. In addition, the Coalition argues that Pacific is providing these codes to MFS for no charge when Pacific had proposed to charge CLCs \$22,000 for each NXX code. DRA contends that Pacific, in its capacity as the California Code Administrator, has indicated that it will charge all other carriers who wish to open NXXs. Consequently, DRA believes the deal puts all other CLCs at a disadvantage in relation to MFS.

The Coalition and DRA also claim that the PB/MFS contract makes unbundled loops available to MFS on a preferential basis. The Coalition argues that other CLCs have been denied access to unbundled loops despite efforts before the Commission and in direct negotiations with Pacific to obtain them. DRA also expressed concern that the PB/MFS contract has locked in 50% of Pacific's interconnection capacity for MFS. DRA is unconvinced by Pacific's assertions that Pacific could make unbundled loops available to more than one carrier under the same terms it has MFS.

The Coalition's protest argues that the PB/MFS contract attempts to override the Commission's decision concerning mutual traffic exchange or "bill and keep" by establishing a per call compensation rate for local traffic.

The Coalition asserts that the PB/MFS contract includes customer specific, below tariff switched access rates which violate the IRD Decision (D.94-09-065), the local transport restructure settlement (D.95-12-020) and section 453 of the Public Utilities Code. According to the Coalition, the IRD decision does not allow Pacific to enter into customer specific contracts for Category I services, such as switched access. The PB/MFS contract also provides for a customer specific contract for "local transport-termination" a service for which Pacific agreed to forego contracting flexibility in D.95-12-020. Finally, the Coalition contends that by charging MFS a lower rate for switched access than it charges other carriers, the PB/MFS contract is discriminatory.

The Coalition also lists a series of reasons why any agreement between Pacific and MFS should not serve as a precedent for deciding issues pending in the local competition proceeding. The Coalition argues that MFS has unique circumstances based on its focus on business customers in large cities which make some aspects of the PB/MFS contract appropriate for MFS but inappropriate for other CLCs planning to serve a larger market including residential customers. The Coalition also lists a number of terms of the PB/MFS contract which may not satisfy other CLCs. According to the Coalition, the PB/MFS contract should not serve as precedent because: (1) MFS intends only to serve business customers in downtown areas of large cities, not

residential customers, (2) MFS has agreed to compensate Pacific for local call termination, (3) MFS has agreed to an interim local number portability rate in excess of Pacific's costs, (4) MFS has agreed to pay rates which are high and deaveraged, (5) MFS agreed to unfavorable collocation terms, (6) MFS agreed to a number allocation system which would exhaust available telephone numbers, (7) MFS agreed to pay a tandem switching charge in excess of Pacific's costs, (8) MFS has "settled" issues in which it has no interest or is not a party, such as intraLATA equal access.

DRA contends that the Companion Agreement is material to the Commission's consideration of the PB/MFS contract because it obligates MFS to support Pacific's policy positions in a number of pending proceedings. The Coalition argues that the totality of the deal between Pacific and MFS can only be understood by examining the Companion Agreement together with the PB/MFS contract.

On December 19, 1995 both Pacific and MFS responded to the Limited Protest of the Coalition and the Protest of DRA. Both Pacific and MFS contested each of the assertions made by the Coalition and DRA. Pacific contends that the PB/MFS contract is a product of the type of negotiation the Commission has consistently urged during the local competition proceeding. MFS argues that, contrary to the protests of the Coalition and DRA, the MFS/PB contract (1) is proper in scope, (2) does not impede the implementation of general rules and (3) does not give MFS an unfair competitive advantage.

Pacific and MFS argue that the PB/MFS contract is not too broad in scope. Pacific argues that the Commission's orders do not limit agreements to the interconnection of networks at the exclusion of other issues. Pacific asserts that the Commission did not limit the scope of intercarrier agreements and has consistently encouraged parties to negotiate intercarrier issues. MFS contends that, "there is no reason to ascribe such a narrow interpretation to the term 'interconnection' as that proposed by the Coalition." (MFS Response, at 6) Later in its response MFS asserts that the items included in the PB/MFS contract, namely facility architecture, numbering issues, meetpoint billing, etc., are typically included in agreements between LECs in California and between LECs and CLCs in other states.

Pacific refutes the Coalition's assertion that the PB/MFS contract gives MFS preferential treatment with respect to numbering resources by indicating that it is willing to offer such resources to any carrier under the same terms as the agreement with MFS. Pacific further indicates that it has modified its position from charging for opening NXX codes to allowing for a surcharge for its customers to pay for opening NXX codes. Pacific states that it has agreed not to require payment for charges from other CLCs until the Commission resolves this issue so that all carriers will receive NXX codes at the same rate. Finally, Pacific concludes that the PB/MFS

contract's NXX code assignment arrangements will not exacerbate number exhaust.

Pacific claims that, contrary to the assertions of DRA and the Coalition, there is nothing discriminatory or anti-competitive about its provision of unbundled loops. Pacific maintains that the PB/MFS contract is available to other carriers under the same terms and conditions as those offered MFS. As part of such an PB/MFS contract, carriers would have access to unbundled loops. Pacific states that DRA and the Coalition's assertion that MFS will receive 50% of the total loop capacity is incorrect. MFS contends that DRA and the Coalition's assertion concerning loop capacity is conjecture without any supporting evidence.

Pacific and MFS argue that their reciprocal call termination compensation agreement is allowable, even though the Commission has adopted mutual compensation for call termination. Pacific contends that by adopting mutual compensation in the interim, the Commission did not prohibit reciprocal compensation. Pacific claims that the Commission's invitation to negotiate interconnection terms was an invitation to resolve interconnection compensation as well. MFS states that the Commission's Competition Order (D.95-07-054) explicitly invites LECs and CLCs to seek Commission approval for call termination compensation arrangements other than bill-and-keep.

Pacific and MFS contend that since the toll termination rate in the PB/MFS contract is not a switched access rate, the limitation on contracts for switched access in the IRD (D.94-09-065) and Local Transport Restructuring (D.95-12-020) decisions are irrelevant. Pacific states that toll termination is not switched access and that the PB/MFS contract indicates that switched access traffic cannot be completed over the type of trunks covered by the agreement. MFS states that switched access is a service provided to Inter-Exchange Carriers, not Local Exchange Carriers. In addition, both Pacific and MFS assert that the price they have agreed to for toll termination is not lower, but the same as the average per minute price charged under tariffed rates for switched access.

Pacific agrees with the Coalition that the PB/MFS contract is not meant to be precedential on any pending Commission decisions, while MFS argues that any discussion about whether or not the PB/MFS contract should be precedential for disposing issues pending in the local competition rulemaking should be discussed in that proceeding and are irrelevant to the Commission's consideration of the PB/MFS contract. Both Pacific and MFS contest the Coalition's list of assertions concerning MFS's unique circumstances. According to Pacific and MFS: (1) MFS is not committed to limiting itself to downtown business customers in large cities; (2) Pacific argues that the Commission has not mandated bill and keep, while MFS contends that the Commission invited carriers to negotiate other call termination charge arrangements; (3) Pacific and MFS argue that the \$3.25 rate for interim number portability is reasonable; (4) Pacific and MFS contend that the rate for unbundled loops will

allow MFS to compete, even for residential customers; (5) the collocation terms are workable; (6) the NXX arrangement will not exacerbate number exhaust; (7) the tandem switching charge is reasonable and sensible.

Pacific and MFS argue that the Companion Agreement is irrelevant for consideration about the PB/MFS contract. MFS argues that Pacific and MFS cannot derail Commission consideration of issues in a proceeding. The Companion Agreement does not settle any issues or limit the participation of either party in Commission proceedings. Finally, MFS argues that the purpose of Commission review of the PB/MFS contract is to determine whether it is anti-competitive or discriminatory. The shared policy positions in the Companion Agreement cannot be considered anti-competitive or discriminatory conduct.

IV. DISCUSSION

A. Scope of The MFS/PB Contract

In its protest, the Coalition claims that the MFS/PB contract exceeds the scope of issued allowed in D.95-07-054 for an interconnection agreement. The Coalition recommends that the agreement be refiled in two parts: (1) An AL addressing just the interconnection issues as outlined in D.95-07-054, and (2) A stipulation and/or settlement according to the Commission's Rules of Practice and Procedure. We agree with the Coalition that the MFS/PB contract exceeds our definition of an interconnection agreement, as we outlined in D.95-07-054. In D.95-12-056 we added detail to our definition of an interconnection agreement. In that decision, we allowed parties to file agreements that "address issues beyond the scope of interconnection" and would treat those contracts as G.O. 96-A contracts (D.95-12-056, P. 40). Pacific submitted its co-carrier interconnection agreement as permitted by D.95-07-054. We will treat AL No. 17879 and the attached MFS/PB contract as a contract filed by advice letter requesting authority in accordance with G.O. 96-A.

B. Companion Agreement

The Coalition and DRA reveal that a companion agreement to the one contained in AL No. 17879 was signed by MFS and Pacific. This agreement, contained in the Coalition's protest, represents MFS support of Pacific's policy positions in a variety of proceedings before the Commission. In its response, Pacific asserts that the companion agreement is not a prerequisite to the interconnection agreement. Pacific states its willingness to enter into contracts similar to that in AL No. 17879 with any carrier that desires to without a companion agreement. We agree with the Coalition and DRA that the companion agreement should NOT be a requirement either for MFS or for other carriers to obtain a contract similar to the MFS/PB contract. Accordingly, we note that our conditional approval of the agreement, as outlined below, is limited to the agreement filed under AL No. 17879.

C. Fair and Equal Access to Competition Limiting Resources

As the Coalition notes in its protest, the MFS/PB contract addresses many of the resources that CLCs will need to compete in the local exchange market. We share the Coalition's concern that some of these resources are scarce. In the MFS/PB contract, MFS access to these resources is established by terms and rates. Many of these terms and rates are being resolved by the Commission in the Local Competition and OANAD proceedings. We will require Pacific to make all rates in the MFS/PB contract subject to future modification by the Commission. This requirement comports with G.O. 96-A, Section X, which requires all contracts presented for Commission approval to contain substantially the following condition:

This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

As the Commission resolves rates and terms for services/network components contained in the MFS/PB contract, we may require Pacific to modify the rates and terms in the contract to comport with the Commission's resolution of these issues. Below, we address term and conditions beyond rates for NXX codes, unbundled loops, call termination and interim number portability provided by CLC remote call forwarding.

1. NXX Codes

In the MFS/PB contract, MFS will be assigned all NXX codes it needs without charge, which will maintain call rating consistency. The Coalition and DRA protest this provision because Pacific is supposed to be neutral in its role as code administrator, NXX codes are a known scarce resource, and free codes are contrary to Pacific's position in R.95-04-043/I.95-04-044, Phase II. We share the Coalition's and DRA's concern that charging different entities different rates for the same service may be discriminatory. In addition, the Commission believes it is important to price scarce resources efficiently to avoid wasteful use of those resources. The actual determination of scarcity and appropriate cost for NXX code openings are issues pending before the Commission. In R.95-04-043/I.95-04-044, the Commission intends to address both the appropriate cost for opening NXX codes and recovery of those costs. Until the Commission has resolved the NXX code cost issue, we require Pacific to create a memorandum account and to book the costs associated with opening NXX codes into that account. When the Commission determines costs for NXX code openings and a recovery mechanism, Pacific should apply the cost and recovery mechanism to the balance of the memorandum account in accordance with the Commission disposition of this issue.

Due to our concern about the possibility of premature number exhaust resulting from the free opening of NXX codes, we will also prohibit Pacific from providing more than one code opening per rating area at this time. Additional code openings may be permitted if MFS can demonstrate in an advice letter that utilization warrants additional codes at the time the advice letter is filed.

Pending outcome of the proceeding addressing NXX code provisioning, Pacific shall honor requests for code openings by other competitive local carriers under the same terms described above. However, Pacific must provide NXX code openings to other CLC's without imposing a requirement to agree to any of the other terms and conditions contained in the agreement under consideration here.

2. Unbundled Loops

Both DRA's and the Coalition's protests raise concern that MFS will get preferential access to Pacific's loops. In its response, Pacific asserted that any carrier that signs a similar agreement would receive loops with the same priority as MFS. Even with Pacific's assurance that similarly situated carriers would receive the same number of loops, we share the protestants' concern about preferential treatment over carriers that do not enter into contracts similar to the MFS/PB contract. In our OANAD proceeding we will determine terms and conditions that ensure that unbundled loops will be available on a non-discriminatory basis.

In addition, we believe unbundled loops are an essential input needed to establish multiple ubiquitous networks. The rates Pacific and MFS agreed to in the contract must not confer on MFS an undue competitive advantage because the loops are priced below cost. Therefore, we will require Pacific to modify the loop prices contained in the agreement to be no lower than the TSLRIC based cost floors adopted in our OANAD proceeding when the issue is resolved. We do not intend to modify the agreement if prices for loops in the agreement meet or exceed those we adopt in OANAD. The MFS/PB contract contains performance guarantees and other conditions that we suspect were factored into the price MFS and Pacific agreed to in the contract. Our restriction on the price Pacific may charge for loops will assure us that this resource is not priced anti-competitively and allow Pacific and MFS to maintain the balance between terms and conditions and rates.

We are concerned that if, in the future, Pacific Bell makes unbundled loops available only upon the condition that purchasers pay a call termination charge for interconnection, such action may constitute an unlawful tying arrangement, in violation of state and federal anti-trust laws. We expect Pacific Bell to negotiate the terms of unbundled loops and the terms of call termination independently.

3. Switched Access

In the MFS/PB contract, the parties agreed to rates to terminate toll traffic that differ from the switched access rates adopted in D.94-09-065 and D.95-12-020, according to the Coalition. The Coalition argues that D.95-12-020 prevents Pacific from contracting for local transport portion of switched access and D.94-09-065 prevents Pacific from contracting for switched access at other than tariffed rates. Pacific responds that toll termination is not switched access and even if the Commission treated toll termination as switched access, the rate in the contract is equal to an average toll termination rate.

We agree with the Coalition that Pacific should not include toll termination rates in the MFS/PB contract. Pacific may reference that toll termination will be provided at tariffed rates through the switched access tariff. We do not accept Pacific's argument that toll termination is different from switched access. If Pacific desires to offer toll termination as a non-tariffed network element, it must demonstrate that toll termination rates are equal or greater than its costs. This data was not submitted by Pacific.

4. Interim Number Portability

As with unbundled loops, we believe that interim number portability is an essential element that competitors will need. We will require Pacific to modify the interim number portability price, as provided by remote call forwarding, contained in the agreement to be no lower than the TSLRIC based cost floors adopted in our OANAD proceeding when the issue is resolved.

D. Call Termination Rates

In its protest, the Coalition argues that the inclusion of call termination rates overrides the Commission's adopted policy of bill and keep. Pacific and MFS respond that D.95-07-054, page 39 allows for parties to "agree to a compensation agreement other than bill and keep" and to seek approval via an advice letter.

We wish to clarify that it was our intent in D.95-07-054 that the rules on interconnection adopted in that decision, including the bill and keep policy on call termination, do not apply where parties to a proposed contract mutually agree to the contract terms. (See D.95-07-054, pages 37-39.) Thus, we agree with Pacific and MFS that a contract may contain compensation arrangements other than bill and keep. After the Commission reviews the appropriateness of the bill and keep policy and if the Commission determines a call termination rate, the termination rate in this agreement will be subject to modification.

E. Precedential Nature of MFS/PB Contract

In its protest, the Coalition recommends that the Commission not use the MFS/PB contract as a public policy template. In its responses, both Pacific and MFS agree in part with the Coalition that the contract does not have to serve as a template for resolution of issues pending before the Commission in the Local Competition and OANAD proceeding. We agree with the parties that this agreement should not serve as a public policy template, and remind both the protestants and parties to the contract that we clarified in D.95-12-056 that interconnection contracts would not be accorded precedential nature in the review process (P.41). Further, the Commission is permitting parties to enter this agreement based on parties desire to enter the agreement and upon their assertions about the details.

FINDINGS

1. Pacific filed Advice Letter No. 17879 requesting Commission approval of a co-carrier interconnection agreement between itself and MFS Intelenet of California, Inc.
2. The Advice Letter and contract as modified in this Resolution conform to the requirements of Decision 95-07-054, D.95-12-056 and G.O. 96-A.
3. The protests of the Coalition and DRA to the overly broad and potentially anti-competitive nature of the contract have some merit.
4. The MFS/PB contract is beyond the scope of an interconnection agreement as defined in D.95-07-054 and D.95-12-056.
5. Pacific Bell Advice Letter 17879 and the agreement included therein will be treated as a contract filed in accordance with G.O. 96-A.
6. The PB/MFS contract should be modified to comport with the discussion section of this Resolution.
 - o Pacific should include the G.O. 96-A, Section X requirement that the contract is subject to modification by the Commission.
 - o Rates in the contract are subject to adjustment to conform to rates established by the Commission in future decisions.

- o Pacific should book NXX code opening costs into a memorandum account associated with opening codes for MFS under the PB/MFS contract. When the Commission establishes costs for NXX code openings and a recovery mechanism, Pacific should apply the costs and recovery mechanism to the memorandum account.
 - o Pacific should limit MFS to one code opening per NXX rating area until MFS can demonstrate in an advice letter that its utilization warrants additional NXX codes.
 - o Pacific should modify, if necessary, the loop rates in the contract such that the rates are no lower than TSLRIC based cost floors developed in the OANAD proceeding.
 - o Pacific should modify, if necessary, the interim number portability rates in the contract such that the rates are no lower than TSLRIC based cost floors developed in the OANAD proceeding.
 - o Pacific should remove the toll termination rates contained in the contract. Pacific may only offer toll termination through its switched access tariff to be consistent with D.95-12-020.
7. The call termination rates contained in the MFS/PB contract are in accordance with D.95-07-054.
8. After the Commission reviews the appropriateness of the bill and keep policy and if the Commission determines a call termination rate, the termination rate in this agreement will be subject to modification.
9. The MFS/PB contract should not be accorded any precedential value in either the approval of other interconnection contracts or in resolving issues pending in the Local Competition and OANAD proceedings.
10. This resolution authorizes Pacific Bell to enter into the contract as modified. Mere authorization of this contract does not compel Pacific bell to enter into this specific arrangement.

THEREFORE, IT IS ORDERED that:

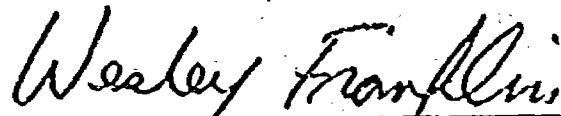
1. Authority is granted to make Pacific Bell Advice Letter No. 17879 and the associated contract as modified by this Resolution effective.
2. Pacific may supplement Advice Letter No. 17879 to incorporate the changes detailed in the "Discussion" and "Findings" of this Resolution within 10 days.

January 17, 1996

3. Pacific Bell Advice Letter No. 17879 and the associated contract shall become effective 5 days following Pacific Bell's submittal of a supplement that incorporates the changes ordered in this Resolution.

The effective date of this Resolution is today

I hereby certify that this Resolution was adopted by the Public Utilities Commission at its regular meeting on January 17, 1996. The following Commissioners approved it:



WESLEY M. FRANKLIN
Executive Director

DANIEL Wm. FESSLER
President
P. GREGORY CONLON
JESSIE J. KNIGHT, Jr.
HENRY M. DUQUE
JOSIAH L. NEEPER
Commissioners