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STATE OF MISSOURI
PUBLIC SERVICE COMMISSION

At a session of the Public Service Commission held at its office in Jefferson City on the 22nd day of July, 1998.

In the Matter of the Mediation and Arbitration of Remaining Interconnection Issues Between MCI Telecommunications Corporation and Its Affiliates and Southwestern Bell Telephone Company.	)))))	Case No. TO-98-200

ORDER APPROVING INTERCONNECTION AGREEMENT

This case was established when MCI Telecommunications Corporation and its Affiliates, including MCImetro Access Transmission Services, Inc., (MCI) filed a petition for arbitration of an interconnection agreement with Southwestern Bell Telephone Company (SWBT) on November 20, 1997. After the Commission had established a procedural schedule for resolving the issues presented for arbitration pursuant to the federal Telecommunications Act of 1996 (the Act), 47 U.S.C. § 151 *et seq.*, MCI decided to adopt another interconnection agreement rather than pursue its arbitration. The agreement that MCI subsequently submitted for Commission approval to implement its adoption (Agreement) is opposed in certain respects by SWBT. A more precise procedural history is set forth below, followed by the Commission's findings of fact and conclusions of law concerning the issues raised by SWBT.

Procedural History

On March 11, 1998, the Commission modified its procedural schedule to permit MCI to adopt the agreement filed on March 4 by SWBT and AT&T Communications of the Southwest, Inc. (AT&T) in Case No. TO-98-115 (the "March 4" or "SWBT/AT&T" agreement) as an alternative

to mediating and arbitrating their disputed issues. SWBT and AT&T had not reached portions of the March 4 agreement voluntarily. Rather, their signed March 4 agreement was filed in compliance with, and in order to implement, the Commission's December 23, 1997 Arbitration Order in Case No. TO-98-115.

MCI had filed a motion on March 5, 1998 to extend the mediation and arbitration schedule so that MCI could review the SWBT and AT&T agreement and decide whether to adopt its terms. In its March 11 order eliminating the mediation portion of the schedule, the Commission directed MCI to file an adoption notice by March 20 if it wished to proceed with adoption rather than arbitration and, by separate order of the same date, ordered its Staff to file a Memorandum concerning the SWBT and AT&T agreement in Case No. TO-98-115 by March 17. Finally, MCI was ordered to file a dismissal of its petition in this case by noon on March 25 if the Commission had approved any adoption notice filed by MCI by that time.

The Staff filed its recommendation in Case No. TO-98-115 and, on March 19, the Commission approved the agreement between SWBT and AT&T. The Commission's order became effective on March 30. On March 20, MCI filed a notice in this case to adopt the March 4 agreement between SWBT and AT&T. MCI stated that its adoption would be effective on March 30, and made the adoption contingent upon the Commission's March 19 order taking effect without modification. MCI requested the Commission to establish a deadline for MCI and SWBT to file a signed interconnection agreement to implement the adoption. The Commission's March 11 order had established a deadline of March 23 for other parties to file responses to any adoption notice filed by MCI. No party filed responses.

The Commission approved MCI's adoption notice on March 25. The Commission found that MCI's adoption notice substantially complied with the Commission's order of March 11 in that it unequivocally stated its intent to adopt the agreement filed on March 4 by SWBT and AT&T in Case No. TO-98-115. A dismissal was filed on March 26. The Commission issued a notice on April 3 that the evidentiary hearing was cancelled due to MCI's dismissal of its petition for arbitration.

On April 24, MCI filed a Motion for Approval of Interconnection Agreement and simultaneously submitted an agreement that had been signed by MCI but not SWBT. MCI stated in its motion that the Agreement was identical in substance to the agreement between AT&T and SWBT, with the only changes pertaining to the change in identity of the interconnecting local competitor from AT&T to MCI. MCI stated that SWBT had refused to sign the Agreement, but urged its approval. On May 1, SWBT filed objections to the interconnection Agreement signed by MCI. MCI replied to SWBT's objections on May 11.

The Commission, by its Order and Notice issued June 29, established a deadline of July 14 for proper parties to request permission to participate without intervention or to request a hearing. No parties requested to participate without intervention or requested a hearing. The Commission's Order and Notice also directed parties wishing to file comments to do so by July 14 and directed the Commission Staff (Staff) to file a memorandum advising the Commission of its recommendation by July 14.

Staff filed a Memorandum on July 10, recommending that the Agreement be approved. No timely comments were filed, but SWBT filed suggestions on July 20 that reiterated its prior objections. MCI moved

to strike these suggestions on July 20. SWBT filed a response to the Staff's recommendation on July 21. At no time did SWBT request a hearing on the proposed interconnection Agreement. The requirement for a hearing is met when the opportunity for hearing has been provided and no proper party has requested the opportunity to present evidence. State ex rel. Rex Deffenderfer Enterprises, Inc. v. Public Service Commission, 776 S.W.2d 494, 496 (Mo. App. 1989). Since no one has requested a hearing in this case, the Commission may grant the relief requested based on the verified application.

Findings of Fact

Staff stated in its Memorandum that it has reviewed the Agreement and the Agreement is identical to the SWBT/AT&T agreement approved by the Commission in Case No. TO-98-115. Staff stated that the Agreement does not appear to discriminate against telecommunications carriers not a party to the agreement and does not appear to be against the public interest. Staff recommended that the Commission approve the Agreement and order SWBT and MCI to submit a "complete" agreement with pages numbered seriatim on the bottom right hand margin, and that the parties be required to submit any modifications or amendments to the Commission for approval.

The Commission has reviewed Staff's Memorandum and the relevant case papers and determined that MCI's April 24 Agreement is identical to the SWBT/AT&T interconnection agreement approved in Case No. TO-98-115.

Conclusions of Law

The issues raised by SWBT are legal rather than factual. SWBT stated in its May 1 objections that it refused to sign the submitted

Agreement for two reasons. The first reason was that MCI had refused to add the following language to the Agreement:

> The parties recognize and agree that in the event of any subsequent administrative, regulatory, legislative, or judicial order, rule, opinion, or any subsequent Agreement between SWBT and AT&T which revises or modifies SWBT's rights and/or obligations pertaining to any matter contained in the AT&T interconnection agreements [*sic*], the relevant provisions of this agreement shall be deemed to be automatically modified, amended, or conformed to be consistent with such subsequent development.

SWBT stated that since MCI has chosen to accept the terms of the AT&T/SWBT agreement, any modifications to those terms must automatically modify MCI's Agreement with SWBT. SWBT argued that MCI's rights should be subject to appeal just as AT&T's rights are, and that MCI should not be permitted to adopt AT&T's contract and then obtain additional rights beyond those available to AT&T.

Second, SWBT objected to the portion of the Agreement that deals with the combining and separating of unbundled network elements. SWBT argued that the Commission's arbitration order in Case No. TO-98-115 was based on an erroneous interpretation of federal law. SWBT suggested that MCI could not adopt those portions of the Agreement that were signed by SWBT only in compliance with a Commission order that is contrary to law. SWBT further argued that, even if it had voluntarily agreed to the terms of the Agreement that relate to separation and recombination of unbundled network elements with AT&T in Case No. TO-97-40 and this was the basis for the Commission's decision in Case No. TO-98-115, SWBT has not reached any agreement to such terms with MCI. SWBT specified provisions of MCI's April 24 filing that should not be approved for these reasons, but stated that the rest of the Agreement should be approved by the Commission.

MCI stated in its May 11 reply that it had adopted the SWBT/AT&T agreement pursuant to § 252(i) of the Act and requested approval pursuant to § 252(e) of the Act. MCI admitted that SWBT would be free to assert its appeal rights in the future in the event of a dispute, but argued that SWBT did not have a right to compel MCI to add substantive language to an agreement that MCI wished to adopt. MCI stated that § 252(i) of the Act requires SWBT to make available to MCI any interconnection, service or network element provided under an agreement that has been approved pursuant to § 252 upon the same terms and conditions as those provided in the agreement. According to MCI, SWBT cannot force MCI to accept changes to the terms and conditions of the previously approved SWBT/AT&T agreement. In response to SWBT allegations about a change in the law regarding recombining unbundled network elements, MCI pointed out that Section 3 of the General Terms and Conditions of the SWBT/AT&T agreement already deals with the question of intervening law. MCI reiterated its request for Commission approval of the April 24 Agreement and requested that the Commission overrule SWBT's objections and require SWBT to sign the submitted Agreement within 10 days of approval.

In its recommendation, Staff pointed out that Section 3.1 on page 2 of the General Terms and Conditions portion of the SWBT/AT&T agreement states as follows:

> If the actions of Missouri or federal legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, modify, or stay the enforcement of laws or regulations that were the basis for a provision of the contract required by the Arbitration Award approved by the State Commission, the affected provision will be invalidated, modified, or stayed as required by the legislative body, court, or regulatory agency. In such event, the parties will expend diligent efforts to arrive at an agreement respecting the modifications to the Agreement required.

Staff also pointed out that Sections 2.23 and 2.24 on page 8 of Attachment UNE to the SWBT/AT&T agreement state:

> The provisions of this agreement that require SWBT not to separate unbundled network elements that are already combined when ordered (e.g., Attachment 6, Section 2.8), will remain in effect, independent of the decisions of the United States Court of Appeals for the 8th Circuit in Iowa Utilities Board v. FCC.
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> The provisions of this agreement that require SWBT to combine unbundled network elements for MCI-AT&T (e.g., Attachment 6, Section 11.2, Attachment 7, ection 1.5.1.) Will remain in effect, independent of the decisions of the United States Court of Appeals for the 8th Circuit in Iowa Utilities Board v. F.C.C.

According to Staff, the more specific language in Attachment UNE controls over the more general language in the General Terms and Conditions, and that this language means SWBT has waived its right to appeal the UNE provisions in the SWBT/AT&T arbitration case. Staff also suggests that the Commission could require SWBT to combine UNEs for AT&T and MCI pursuant to the provisions of § 386.250, RSMo Supp. 1997. SWBT's July 20 suggestions and July 21 response to the Staff's recommendation reiterate its earlier arguments, but also argue that Staff's interpretation of § 386.250, RSMo Supp. 1997, is wrong.

Before resolving the issues presented by the parties, the Commission will first review the applicable provisions of the Act in order to put the issues in perspective.

The Act authorizes several means by which competitive local exchange carriers such as AT&T or MCI may develop terms and conditions upon which they will interconnect with, obtain unbundled network elements from, or resell the services of incumbent local exchange providers such as SWBT. For the sake of convenience, the Commission will refer to resale, interconnection and unbundled network element agreements as

"interconnection agreements." Section 252(a) authorizes carriers to reach interconnection agreements voluntarily through negotiation or through mediation under the auspices of state agencies such as the Commission. If carriers have attempted to reach agreement through negotiation but have failed, either of the negotiating carriers may file a petition for arbitration with the Commission within a specified statutory time frame, and the Commission is to resolve all disputed issues presented in either the petition or the response to the petition pursuant to § 252(b).

If the Commission is presented with a request to approve a negotiated agreement that is mutually acceptable to the parties, the Commission must apply the following standards in reviewing the agreement submitted to it:

> (2) GROUNDS FOR REJECTION -The State commission may only reject--
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> (A) an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that--
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> (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
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> (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity;

47 U.S.C. § 252(e)(2). By contrast, if the Commission resolves disputed issues presented to it in an arbitration proceeding and the parties submit an agreement to implement the Commission's arbitration order, the Commission must apply the following standards in reviewing the agreement submitted to it:

> (2) GROUNDS FOR REJECTION -The State commission may only reject--
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> * * *

> (B) an agreement (or any portion thereof) adopted by arbitration under subsection (b) if it finds that the agreement does not meet the requirements of section 251, including the regulations prescribed by the Commission pursuant to section 251, or the standards set forth in subsection (d) of this section.

47 U.S.C. § 252(e)(2). Section 251 of the Act describes the minimum obligations that carriers must meet when other carriers seek to interconnect with them, resell their services or purchase unbundled network elements from them. 47 U.S.C. § 251. Subsection (d) of § 252 of the Act describes the standards to be employed by the Commission when determining the just and reasonable rates to be charged for interconnection, unbundled access and resale of services. 47 U.S.C. § 252(d).

The Act also explicitly addresses the period of time that the Commission has to review these two types of agreements:

> (e) APPROVAL BY STATE COMMISSION -
> (1) APPROVAL REQUIRED - Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. A State commission to which an agreement is submitted shall approve or reject the agreement, with written findings as to any deficiencies.
> (4) SCHEDULE FOR DECISION - If the State commission does not act to approve or reject the agreement within 90 days after submission by the parties of an agreement adopted by negotiation under subsection (a), or within 30 days after submission by the parties of an agreement adopted by arbitration under subsection (b), the agreement shall be deemed approved.

47 U.S.C. § 252(e)(1) and (4).

The Act clearly contemplates a third method[1] of developing interconnection agreements, describing carriers' obligations as follows:

> (i) AVAILABILITY TO OTHER TELECOMMUNICATIONS CARRIERS - A local exchange carrier shall make available any interconnection, service, or network element provided under an agreement approved under this section to which it is a party to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement.

47 U.S.C. § 252(i). Unfortunately, the Act does not explicitly address the procedure that a "requesting telecommunications carrier" should follow to adopt a previously approved agreement, or the procedure or standards to be followed by the Commission in reviewing an adopted agreement.

The Commission was presented with some of these issues in Case No. TO-98-154, involving TCG St. Louis (TCG). TCG initiated Case No. TO-98-154 by filing a pleading entitled "Notice of Adoption by TCG St. Louis of Interconnection Agreement Between Brooks Fiber and Southwestern Bell Telephone Company Pursuant to Section 252(i) of the Telecommunications Act of 1996." TCG submitted with its notice an interconnection agreement that had been executed by TCG and SWBT and explained in its notice what differences existed between its agreement and the previously approved agreement that it was adopting. TCG asserted in its notice that no Commission approval was necessary and that the adopted agreement should take effect immediately under federal law. SWBT intervened and disputed TCG's assertion that no Commission approval was necessary.

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[1]Commission approved interconnection agreements may also be assigned to new parties in some instances. An assignment constitutes a modification to an existing agreement rather than implementation of a new agreement.

The Commission rejected TCG's argument, and found that the Commission's authority over interconnection agreements arrived at through adoption is the same as for interconnection agreements arrived at through negotiation. *See* Order and Notice issued November 6, 1997 in Case No. TO-98-154, p. 3. The Commission reasoned that the Commission's Staff (Staff) needs an opportunity to review any proposed adopted interconnection agreement to ensure that it does not contain terms that differ in substance from the agreement allegedly being adopted. The Commission also reasoned that interested parties should be permitted to participate or intervene and comment on a proposed adopted interconnection agreement so that any aspects of the proposal that are discriminatory or against the public interest may be brought to the Commission's attention. *Id.* The Commission anticipated that the parties to the previously approved interconnection agreement might have an interest in commenting on the adoption of their agreement. In Case No. TO-98-154, the Commission employed the same 90 day time frame for rendering a decision that the Commission regularly uses for negotiated interconnection agreements under § 252(e)(4).

The Commission needs 90 days to review a negotiated interconnection agreement submitted to the Commission for approval because members of the public need to be given an opportunity to intervene or participate and the Commission's Staff needs time to review the agreement for consistency with the adopted agreement and compliance with the non-discrimination and public interest standards set forth in § 252(e)(2)(A). By contrast, the Commission only needs 30 days to act on an agreement submitted to implement an arbitration decision because by the time the arbitration decision is rendered by the Commission, the resolved issues have been on file with the Commission for several months,

pursuant to § 252(b)(2)(A)(iii) of the Act, which requires submission of documentation of resolved issues with a petition for arbitration. Moreover, the Commission has already made a determination regarding the unresolved issues in accordance with the standards enunciated in § 252(c) and (e)(2)(B) of the Act. No intervention period is required following issuance of the Commission's arbitration decision. The only task that the Commission is faced with following the arbitration decision is a review of the implementing agreement for compliance with the Commission's prior findings. For these reasons, the Commission concludes that an agreement presented to the Commission as an adoption of a previously approved agreement should be subject to the same standards, procedure and decisional time frame as a negotiated agreement under § 252(a) of the Act.

The Commission notes that TCG initiated a new case (Case No. TO-98-154) when it filed its adoption notice and submitted an executed interconnection agreement with its notice, and MCI did not. However, because of the circumstances under which MCI considered adoption in lieu of proceeding with arbitration, the Commission ordered MCI to file its notice of adoption of the SWBT/AT&T agreement in Case No. TO-98-200 rather than a new case. MCI was given a very short period of time in which to file this notice, and did not have sufficient time to submit a completed agreement with its notice. For these reasons, the Commission concludes that the MCI adoption notice should be subject to the same procedures and time frames as the TCG adoption notice in spite of the fact that it was filed in MCI's arbitration case without an agreement attached, and that the Commission's 90 day time frame for approving or rejecting the adoption Agreement began when MCI filed the proposed Agreement with the Commission on April 24.

MCI's adoption also differs from TCG's in that SWBT did not execute the adoption Agreement submitted by MCI. A local exchange carrier is obligated to make available interconnection, services and network elements provided under any of its approved agreements to any requesting carrier "upon the same terms and conditions as those provided in the agreement." 47 U.S.C. § 252(i). The Act does not explicitly address whether an agreement may be adopted when it is subject to appeal. Rather, the prerequisite for adoption is that the carrier receiving the request provides the requested interconnection, service, or network element under "an agreement approved under this section." *Id.* SWBT urges the Commission to require the addition of language to the adoption Agreement to clarify that, if SWBT successfully appeals and overturns aspects of the arbitration decision in Case No. TO-98-115 and the SWBT/AT&T agreement is subsequently modified, MCI will have not have acquired through its adoption any rights over and above those afforded AT&T. MCI objections to the inclusion of additional language because then the Agreement would not contain the same terms and conditions as the agreement being adopted.

The Commission has reviewed the applicable statutory provision and concludes that it provides adequate protection for SWBT in the event that the SWBT/AT&T agreement must be revised to reflect the decisions of regulatory or judicial tribunals that may result from SWBT's or AT&T's appeal of the Commission's December 23, 1997 arbitration order. In the event that the Commission's arbitration order is overturned or remanded, the March 4 agreement approved for SWBT/AT&T will have to be revised accordingly, and the March 4 agreement will cease to be approved. The Agreement will therefore no longer constitute an "approved agreement" that is subject to adoption pursuant to § 252(i), and the terms of the

adopted Agreement would no longer apply between SWBT and MCI. MCI should not be permitted to acquire rights greater than AT&T is entitled to by using the adoption process rather than proceeding with arbitration. If the AT&T/SWBT agreement is revised as a result of administrative or judicial review, then it will be because the Commission abused its broad discretion as an arbitrator in some fashion. The Commission could not permit MCI to exercise rights that the Commission granted to AT&T in error, because if MCI were to acquire such rights through an arbitration agreement then MCI's rights would be subject to challenge. The Commission concludes that MCI's adoption Agreement will no longer be in effect to the extent that the underlying agreement between AT&T and SWBT is rendered void or partially void on judicial or administrative review. Therefore, SWBT's concern that MCI could acquire greater rights than AT&T by adopting the SWBT/AT&T agreement of March 4 is unfounded.

This begs the question of what terms and conditions would apply to interconnection, resale and unbundling issues between MCI and SWBT if the SWBT/AT&T agreement were revised or stayed, whether pursuant to judicial or administrative review or otherwise. The Commission is mindful that "holes" could be created in the agreement if the AT&T and SWBT arbitration decision is partially or wholly overturned and the reviewing court or agency does not specify alternative terms for interconnection, resale or unbundling. However, the Commission finds that the parties' legal obligations in such a situation should not be determined in a vacuum. Rather, if such an event occurs, the parties should approach the Commission regarding the proper solution at that time.

The Commission agrees with Staff and MCI that the SWBT/AT&T agreement is binding on SWBT with respect to unbundling and combining

network elements regardless of the Eighth Circuit's decision in the Iowa Utilities Board v. FCC decision. However, more importantly, SWBT's arguments concerning recombination of unbundled network elements and unbundling of combined network elements are not relevant in this case, because the Commission will be reviewing the agreement under the standards set forth in § 252(e)(2)(A) for negotiated interconnection agreements rather than the standards set forth in § 252(e)(2)(B) for arbitration decisions. The Act does not prevent carriers from requesting the same terms and conditions as another carrier has received pursuant to an arbitration agreement. Rather, the Act permits carriers to request terms and conditions offered under any agreement approved under "this section." 47 U.S.C. § 252(i). The phrase "this section" refers to § 252, which addresses both negotiated and arbitrated agreements.

Based upon the Commission's conclusions above, SWBT will preserve its right to contest the unbundling and recombination terms of the SWBT and AT&T agreement in Case No. TO-98-115 on appeal, and will not be required to offer to MCI any terms found by a reviewing tribunal to be contrary to the Act. Therefore, the Commission concludes that it should overrule the objections filed by SWBT and approve MCI's April 24 Agreement. The Commission has considered the Agreement, the arguments of the parties, and Staff's recommendation. Based upon that review the Commission has reached the conclusion that the Agreement meets the requirements of the Act in that it does not unduly discriminate against a nonparty carrier, and implementation of the Agreement is not inconsistent with the public interest, convenience and necessity. The Commission finds that approval of the Agreement should be conditioned upon the parties submitting any modifications or amendments to the Commission for approval pursuant to the procedure set out below. The

Commission will order SWBT and MCI to sign the agreement and submit it to the Commission's Staff as described in this order.

Finally, the Commission concludes that its decision concerning the proposed Agreement rendered MCI's motion to strike SWBT's July 20 suggestions moot.

Modification Procedure

This Commission's first duty is to review all resale and interconnection agreements, whether arrived at through negotiation or arbitration, as mandated by the Act. 47 U.S.C. § 252. In order for the Commission's role of review and approval to be effective, the Commission must also review and approve modifications to these agreements. The Commission has a further duty to make a copy of every resale and interconnection agreement available for public inspection. 47 U.S.C. § 252(h). This duty is in keeping with the Commission's practice under its own rules of requiring telecommunications companies to keep their rate schedules on file with the Commission. 4 CSR 240-30.010.

The parties to each resale or interconnection agreement must maintain a complete and current copy of the agreement, together with all modifications, in the Commission's offices. Any proposed modification must be submitted for Commission approval, whether the modification arises through negotiation, arbitration, or by means of alternative dispute resolution procedures.

The parties shall provide the Telecommunications Staff with a copy of the resale or interconnection agreement with the pages numbered consecutively in the lower right-hand corner. Modifications to an agreement must be submitted to the Staff for review. When approved the modified pages will be substituted in the agreement which should contain

the number of the page being replaced in the lower right-hand corner. Staff will date-stamp the pages when they are inserted into the Agreement. The official record of the original agreement and all the modifications made will be maintained by the Telecommunications Staff in the Commission's tariff room.

The Commission does not intend to conduct a full proceeding each time the parties agree to a modification. Where a proposed modification is identical to a provision that has been approved by the Commission in another agreement, the modification will be approved once Staff has verified that the provision is an approved provision, and prepared a recommendation advising approval. Where a proposed modification is not contained in another approved agreement, Staff will review the modification and its effects and prepare a recommendation advising the Commission whether the modification should be approved. The Commission may approve the modification based on the Staff recommendation. If the Commission chooses not to approve the modification, the Commission will establish a case, give notice to interested parties and permit responses. The Commission may conduct a hearing if it is deemed necessary.

IT IS THEREFORE ORDERED:

1. That the agreement submitted on April 24, 1998 by MCI Telecommunications Corporation and its Affiliates, including MCImetro Access Transmission Services, Inc. is approved.

2. That Southwestern Bell Telephone Company's objections are overruled.

3. That Southwestern Bell Telephone Company and MCI Telecommunications Corporation and its Affiliates, including MCImetro Access Transmission Services, Inc. shall file a copy of this agreement

with the Staff of the Missouri Public Service Commission, with the pages numbered seriatim in the lower right-hand corner.

4. That any changes or modifications to this agreement shall be filed with the Commission for approval pursuant to the procedures outlined in this order.

5. That the Commission, by approving this agreement, makes no finding as to whether Southwestern Bell Telephone Company has fulfilled the requirements of Section 271 of the Telecommunications Act of 1996, including the competitive checklist of any of the fourteen items listed in Section 271(c)92)(B).

6. That this order shall become effective on August 4, 1998.

7. That this case may be closed on August 5, 1998.

BY THE COMMISSION

Dale Hardy Roberts

Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge

(S E A L)

Randles, Regulatory Law Judge

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COMMISSION COUNSEL
PUBLIC SERVICE COMMISSION