STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION

DT 12-084

TIME WARNER ENTERTAINMENT COMPANY L.P. d/b/a TIME WARNER CABLE

Petition for Resolution of Dispute with Public Service of New Hampshire

Order on Jurisdiction, Scope, Interventions and Schedule

O R D E R N O. 25,387

July 3, 2012

I. FACTUAL AND PROCEDURAL BACKGROUND

On March 30, 2012, Time Warner Entertainment Company L.P. d/b/a Time Warner Cable (TWC) filed a petition with the Commission for resolution of a dispute with Public Service Company of New Hampshire (PSNH) regarding the fees charged for the attachment of TWC's cables to utility poles owned, in whole or in part, by PSNH. According to the petition, TWC attaches its cables to utility poles owned by numerous entities including PSNH to provide its end user customers with television programming and Internet access and, since 2005, voice communications services through a Voice over Internet Protocol (VoIP) product. The terms of the attachments are governed by three pole attachment agreements between TWC and PSNH, the most recent of which was signed in 2004.[1]

According to TWC's petition, pursuant to its agreement with PSNH, PSNH is required to abide by certain procedures prior to and following any change in the rates charged for attachments. TWC contends that PSNH has not abided by the rate change requirements and

[1] All matters in dispute in this case follow the execution of the 2004 agreement and the relevant arguments reference the language of the 2004 agreement and do not specifically mention the prior agreements. Accordingly, as used in this order "the agreement", or similar phrases, denotes the 2004 agreement unless the context demonstrates otherwise.

therefore any changes are not binding on TWC. In addition, TWC's petition alleges that the rates charged by PSNH are unlawfully high and are based on an outdated formula previously employed by the Federal Communications Commission (FCC). According to TWC, PSNH is improperly charging different rates depending upon its assessment of whether certain attachments, or portions of attachments, are for the provision of video and Internet services or are for the provision of communications service with the communications services being charged at a higher rate. According to TWC, PSNH may not do this. TWC's petition contends that TWC has disputed the charges as demanded by PSNH since at least 2006 and that PSNH is the only pole owner attempting to charge these impermissible rates.

According to TWC's petition, the Commission should apply the factors set out in its pole attachment rules, New Hampshire Code of Administrative Rules Puc 1300, to determine the proper rate to be charged for TWC's attachments. Based upon various legal precedent and policy arguments, TWC contends that the lower rate applicable to video and Internet services is the only rate that should apply, and not the bifurcated rate structure PSNH has created. TWC notes in its petition that any payments it has made to PSNH in the period in dispute have been at the lower rate and that it has never paid the communication service rate billed by PSNH.

In early 2012, prior to TWC's petition to the Commission, PSNH sued TWC in Merrimack County Superior Court for failure to pay the amounts PSNH contended were due for TWC's attachments. PSNH contended that by failing to pay the amounts billed, TWC had breached the pole attachment agreement between them. In March 2012, TWC removed that case to the Federal District Court for the District of New Hampshire based upon diversity of citizenship. Around the same time, TWC filed this petition with the Commission. In its petition

TWC contended that the Commission is the proper venue for this matter. In April 2012, TWC filed a motion in the federal court to dismiss or stay the federal court action pending the outcome of the matter before the Commission. In June 2012, PSNH objected to TWC's motions in federal court and TWC responded to PSNH's objection.

On April 16, 2012, PSNH responded to TWC's March petition to the Commission with a letter to the Commission stating, in part, that it did not object to Time Warner's petition to the extent it seeks to have the Commission determine the just and reasonable rates for pole attachments prospectively. In other words, PSNH accepted that the Commission is the proper venue for determining pole attachment rates on a "going forward" basis. PSNH, however, contended that the courts are the proper venue for a determination on the parties' dispute over the "retrospective" portion of the dispute concerning prior unpaid attachment fees. According to PSNH, the Commission did not have jurisdiction over the entirety of the dispute.

On April 24, 2012, TWC submitted a letter disagreeing with many of the points raised in PSNH's letter. According to TWC's letter, a retrospective ruling by the Commission is permitted because the parties' contract specifically contemplated such an event. Further, according to TWC, the long history of regulation of pole attachments meant that PSNH could not have had a reasonable expectation that its decisions on attachment rates would not be subject to regulatory oversight.

On May 2, 2012 the Commission issued an order of notice in this docket setting a pre-hearing conference for May 24, 2012. Prior to the pre-hearing conference petitions to intervene were received from Comcast Cable Communications Management, LLC, Comcast of New Hampshire, Inc., Comcast of Massachusetts/New Hampshire, LLC and Comcast of Maine/New

Hampshire, Inc. (collectively Comcast), segTEL, Inc. (segTEL), and Unitil Energy Systems, Inc. (Unitil). On May 23, 2012, TWC objected to the petitions to intervene of segTEL and Unitil, but withdrew its objections on May 29. The pre-hearing conference was held as scheduled. During that pre-hearing conference the Commissioners requested that the filings made by the parties in the federal court action relating to jurisdiction and scope be provided to the Commission. Those filings were later submitted to the Commission.

On June 1, 2012, Staff submitted a report of technical session containing a proposed schedule as well as recommendations on certain issues in this docket. Specifically, Staff's report addressed the Commission's concerns about restrictions on the schedule for this docket as a result of the requirements of 47 U.S.C. § 224. According to Staff's report, the parties to this matter have agreed that a Commission order adopting the 360 days permitted by federal law would be sufficient for setting the timeframe for this case. In addition, Staff's report stated that TWC, as the petitioning party, has agreed to waive any right it might have under the statute to insist upon a shorter timeframe. Staff's report addressed scheduling matters while noting that the schedule may be amended depending upon the Commission's decision regarding its jurisdiction and the scope of this proceeding.

II. INTERVENTIONS

As noted, requests for intervention were received from Comcast, segTEL and Unitil. Comcast contended that it is similarly situated to TWC and that it holds contracts for pole attachments with PSNH that are materially the same as those between TWC and PSNH. Transcript of May 24, 2012 Pre-hearing Conference (Tr.) at 7-8. Comcast acknowledged that this matter could be cast as a contract dispute between TWC and PSNH, but contended that to

the extent the Commission adjudicated the terms and conditions of that agreement, that adjudication could be *res judicata* with respect to its contracts. Tr. at 8. Therefore, it contended, for reasons of administrative economy, it should be permitted to intervene in this case. Tr. at 8. Similarly, segTEL, a competitive local exchange carrier, contended that it held pole attachment agreements with PSNH and that segTEL understood its contracts to be substantially identical to TWC's. Tr. at 9. segTEL also argued that to the extent this docket may involve rate setting, its attachments would be affected by that decision and therefore its intervention was justified. Tr. at 9-10. segTEL also contended that because a substantial portion of TWC's filing related to the FCC's findings in its recent pole attachment cases and the way that those findings might relate to New Hampshire, as an attacher in New Hampshire, segTEL's interests may be affected. Tr. at 11.

For its part, Unitil contended that as a pole owner it has attachment agreements in place with numerous entities including Comcast. Tr. at 17. It also contended that its pole attachment agreements were substantially similar to those of PSNH in that all such agreements had their genesis with a template provided years ago by Verizon. Tr. at 17. Therefore, Unitil contended, to the extent judgments are made about the agreements, such judgments could affect its agreements as well. Tr. at 17. Unitil also noted that it currently has an active dispute with Comcast over the same issue raised by TWC. Tr. at 17. Lastly, Unitil noted that the relief requested by TWC was generic in nature rather than specific to its dispute. Tr. at 17-18. As noted, TWC initially objected to the interventions of segTEL and Unitil, but subsequently withdrew those objections.

By this order we grant the interventions of Comcast, segTEL and Unitil. Because pole owners are to provide non-discriminatory access to their poles, *see* RSA 374:34-a, VI, a requirement placed upon one entity will likely extend to all entities attached to one owner's poles. Because Comcast and segTEL are attachers with agreements with PSNH substantially similar to the one in dispute, it is possible that an adjudication of the disputed agreement will, provide guidance for interpretation of those other contracts. Likewise, with respect to Unitil, any decisions rendered in this case may provide guidance as to future disputes on similar contract provisions. Furthermore, Unitil has noted that it has essentially the same dispute pending with Comcast. We conclude that, although none of these parties' contractual arrangements will be directly implicated by this docket, it will advance administrative efficiency to allow Comcast, segTEL and Unitil to intervene pursuant to, RSA 541-A:32, II.

III. JURISDICTION AND SCOPE

A. Positions of the Parties

1. PSNH

At the pre-hearing conference, PSNH reasserted its contention that the dispute between it and TWC is a "simple debt collection matter." Tr. at 25. According to PSNH, it filed its court case to collect unpaid fees pursuant to the 2004 contract between it and TWC under which, it contends, it was justified in charging a different rate for telecommunications services. Tr. at 25. PSNH contended that pursuant to section 15.5 of the 2004 agreement, a party bringing an action under the agreement could do so either in court or with a regulatory agency and PSNH elected to file its case in court. Tr. at 26. PSNH argues that TWC is asking the Commission to ignore that choice of law provision, but the Commission should not do so. Tr. at 26.

Further, PSNH contended that in making its request to remove the matter from the courts, TWC does not act with clean hands. Tr. at 27. More specifically, PSNH argued that under the terms of section 3 of the agreement, TWC was to abide by certain requirements if it disputed the amount it was being billed. Tr. at 27. According to PSNH, under the agreement any rate change that was not properly challenged within the allowed timeframe was deemed accepted by TWC. Tr. at 27. To properly challenge the rates, PSNH contended that TWC was required to dispute the rate in writing, and submit the issue to an appropriate regulatory body. Tr. at 27-28. PSNH contended that TWC did not do either of these acts. Tr. at 28. PSNH further argued that if an amount was disputed, TWC was required to place the disputed amount in an interest bearing escrow account until the dispute is resolved, but that TWC did not do so. Tr. at 28. Thus, PSNH contended that TWC ignored the terms of the agreement that provided a dispute resolution mechanism and because it did so, it could not now ask the Commission to ignore the choice of law provision in the agreement. Tr. at 28. PSNH also confirmed its earlier position that it did not dispute the Commission's ability to review prospective rate revisions, although it believed that the dispute over the unpaid amounts under the agreement belonged in court. Tr. at 29.

In responding to arguments raised by TWC, PSNH stated that the pole attachment law in New Hampshire gives effect to voluntary agreements between parties. Tr. at 35. According to PSNH, the dispute here involves such a voluntary agreement. Tr. at 35. PSNH also contended that the pole attachment statute does not grant exclusive jurisdiction to the Commission to resolve disputes such as this. Tr. at 35.

In response to questions about possible bifurcation of the issues, PSNH contended that bifurcation of the prospective and retrospective portions of this matter is "straightforward." Tr.

at 37. According to PSNH, the claim for money due under the agreement belongs in the court and the issue of rates on a going forward basis belongs with the Commission. Tr. at 37-38. PSNH also contended that the two issues could be dealt with in parallel. Tr. at 38.

2. TWC

At the pre-hearing conference, TWC responded to PSNH's arguments by noting that federal law governed the agreement at the time it was created in 2004 and that at no time during the period in dispute have pole attachments been unregulated. Tr. at 29. Therefore, according to TWC, at the time the agreement was made it was known that there were limitations on the charges that could be levied under the agreement and that federal law allowed attaching entities to file complaints with the FCC to resolve issues even after signing an agreement. Tr. at 29. Accordingly, TWC argued, PSNH did not have a reasonable expectation that it would be able to charge any rates it chose under the agreement. Tr. at 30.

TWC also argued that the 2004 agreement did not specify the bifurcated rate structure that PSNH later imposed and that PSNH did not properly notify TWC of changes in the rates. Tr. at 30. TWC also pointed out that it never paid the disputed higher rate and that PSNH never responded to its objections to the bills. Tr. at 30. TWC contended, therefore, that any issues relating to the agreement were not as clear as PSNH had contended. Tr. at 30-31.

TWC also contended that New Hampshire's pole attachment statute, RSA 374:34-a, permitted the Commission to hear and resolve disputes such as this one. Tr. at 31. In addition, TWC argued that the Commission pole attachment rules, New Hampshire Code of Administrative Rules Puc 1300, permitted the Commission to hear and resolve this dispute. Tr. at 31. TWC contended, based upon the above authority and its contention that it is in the public

interest for the Commission to hear and decide this matter, that the Commission should resolve this dispute and provide clarity on the application of its rules. Tr. at 32. TWC argued that in resolving this dispute, the Commission would not be involved in retroactive ratemaking. Tr. at 32.

TWC also pointed out that there are ongoing proceedings at the FCC with respect to pole attachment rates, and that the FCC has adopted new pole attachment formulas both to avoid disputes about rates and to avoid creating unreasonable signals in the marketplace. Tr. at 33. TWC also argued that 20 of the 21 states that have certified that they regulate pole attachments have adopted a single formula for pole attachment rates. Tr. at 34. Thus, according to TWC, the Commission should take this opportunity to determine what the rates should be, just as other states and the FCC have done. Tr. at 34.

In response to questions about bifurcation, TWC contended that because the Commission had certified to the FCC that it would regulate pole attachments, it is the Commission's responsibility to hear and decide this matter. Tr. at 38. According to TWC, the agreement at issue is not a contract of the type that courts are accustomed to dealing with and that these contracts are subject to a highly regulated framework. Tr. at 38. Thus, TWC contended that guidance from the Commission was necessary to understand and interpret the agreement. Tr. at 38-39.

TWC agreed that the prospective and retrospective issues could be reviewed separately by the Commission, but there was some question whether both could be done within the statutory timeframe. Tr. at 39. TWC also argued that leaving a portion of the dispute to the court to resolve would be improper because there is some question about whether PSNH was charging

rates permitted by the FCC, and, therefore, there may be a need to apply the applicable formulas and to make other policy decisions in the context of reviewing this matter. Tr. at 40. Such decisions, according to TWC, should be made by the Commission and not a court. Tr. at 40. No other party or intervenor offered argument directly on the issues of scope and jurisdiction at the pre-hearing conference.

B. Commission Analysis

We note at the outset that TWC agreed to provide the filings in the federal court for the Commission to review, at least in part, to inform the Commission about the arguments that had been made to the court about jurisdiction for this dispute. Tr. at 48. Since that time we have received for inclusion in the record in this docket the motion to dismiss or stay filed by TWC in the federal court, PSNH's objection to that motion, and TWC's response to the objection. While recognizing that the intended audience for those documents is the federal court and not the Commission, we note that we have reviewed those submissions and the arguments in them in reaching a determination here. Based on all of the arguments in this docket, we conclude that the matter should be bifurcated in the manner proposed by PSNH. For the reasons that follow, we decline to accept jurisdiction over the entirety of the parties' dispute and limit our inquiry to the prospective rate setting aspects of this docket.

RSA 374:34-a, the New Hampshire pole attachment statute, provides that "The commission shall have the authority to hear and resolve complaints concerning rates, charges, terms, conditions, voluntary agreements, or any denial of access relative to pole attachments." RSA 374:34-a, VII. Accordingly, the statute grants to the Commission the authority, but does not impose the obligation, to hear disputes of the type at issue here. Similarly, our pole

attachment rules provide that a party to a pole attachment agreement may petition for resolution of a dispute arising under an agreement and the Commission will conduct an adjudication of that dispute. N.H. Code Admin. R. 1304.03, 1304.05. The rules do not define or limit the scope of the petition or of the inquiry that the Commission undertakes in response to a petition. As a result, the Commission disagrees with the assertion that it is required to adjudicate the entirety of this dispute. Though the Commission has jurisdiction, it is not exclusive nor is it necessarily co-extensive with that of the courts. In this case, we conclude that for reasons of administrative efficiency, as the issue is already before the court, and out of deference to the provisions of the parties' agreement, the Commission should limit its adjudication to the setting of prospective rates. Further, we note that no party disputes the Commission's authority in that regard. The parties' contract specifically provides that any action brought under it may be commenced in the court of the county of the capital of this state or in a regulatory agency with jurisdiction. *See* Section 15.5 of the 2004 Pole Attachment Agreement. Accordingly, an action could be commenced in either the Merrimack County Superior Court, or the Commission. As the party filing suit, PSNH exercised its option to elect the superior court as the forum for resolving its action. TWC does not contend that PSNH could not make such an election, nor that the election violated any term of the parties' agreement. Rather than challenge PSNH's ability to choose, TWC argues that PSNH's election should be undone for various reasons. We do not find the justifications offered by TWC compelling.

Before proceeding to TWC's specific arguments, we address briefly the FCC's "sign and sue" rule. The FCC recently determined that it would continue the sign and sue rule, the purpose of which is to protect the rights of an attacher to challenge allegedly unreasonable portions of an

agreement it has signed. *See In the Matter of Implementation of Section 224 of the Act*, 26 F.C.C.R. 5240, 5292 (2011) (stating that the sign and sue rule "allows an attacher to challenge the lawfulness of terms in an executed pole attachment agreement that the attacher claims it was coerced to accept in order to gain access to utility poles."). We do not find any arguments under that rule about the need for Commission action particularly relevant in this case. Because no party has disputed the Commission's authority to hear and decide issues about prospective ratemaking, which may involve determining whether portions of the existing agreement are just and reasonable, the protections intended by the FCC's rule are provided by the Commission's process here.

As for TWC's other arguments, many of its assertions are variations on the argument that pole attachments are highly regulated by the FCC and the Commission, and because they are so regulated, PSNH could not have had a reasonable expectation that it could charge whatever it chose. Thus, TWC argues, the Commission must act to rectify PSNH's attempts to charge more than is or was permissible. We do not decide whether PSNH did, or could have had, such an expectation. We do, however, agree that pole attachments are and have been subject to regulatory oversight and that to the extent a party to an agreement attempts to impose or enforce an unreasonable or unjust condition, a regulatory body may correct that action. Doing so, however, does not create exclusive jurisdiction for the regulator for any and all issues relating to pole attachment agreements.

In this regard we find instructive the facts and decision in *Public Service Company of Colorado v. Federal Communications Commission*, 328 F.3d 675 (2003). In that case, Public Service Company of Colorado (PSCo), a pole owning utility, charged Mile Hi Cable Partners,

L.P. and other attaching companies (collectively Mile Hi), for unauthorized attachments pursuant to a fee schedule in an attachment agreement between the companies. *Id*. at 676. When Mile Hi did not pay, PSCo brought suit in Colorado state court seeking damages for unpaid fees. *Id*. In response, Mile Hi filed a complaint with the FCC[2] alleging that the rates, terms and conditions of the underlying agreement were unjust and unreasonable. *Id*. Shortly thereafter the state court dismissed PSCo's state court action on the ground that the FCC had primary jurisdiction over the rates, terms and conditions of the agreement. *Id*. at 677. On appeal to the state's court of appeals, however, the matter was remanded to reinstate PSCo's claims, but further activity was stayed in the court pending final action by the FCC. *Id*.; *see also Public Service Company of Colorado v. Mile Hi Cable Partners, L.P.*, 995 P. 2d 310, 312-13 (Colo. App. 1999).

Thereafter, the FCC determined that certain of the rates, terms and conditions of the agreement relating to unauthorized attachments were unjust and unreasonable and reformed those terms and required PSCo to recalculate its bills to conform to the reformed terms. *Mile Hi*, 328 F. 3d at 677. PSCo petitioned the federal courts for review of the FCC's action. *Id*. at 678. In affirming the FCC's action the federal court noted that "[a]fter the utility performs its recalculation, the state trial court, as it anticipated, will be able to decide the utility's claim according to the FCC's modifications of the agreement." *Id*. at 679. Accordingly, the claim for breach of contract for failure to pay certain fees under the agreement remained in the courts, while the regulator reviewed the terms of the agreement itself to determine if they were just and reasonable. *See also Union Elec. Co. v. Cable One, Inc.*, 2011 WL 4478923 *5 (E.D. Mo. 2011) (staying contract action in federal court pending resolution of complaint about pole attachment

[2] Mile Hi brought its complaint to the FCC because the state of Colorado had not asserted jurisdiction over pole attachments. *See* 47 U.S.C. § 224.

rates and service classifications at the FCC because the plaintiff "may need to seek further relief from this Court on its underlying breach of contract claim" after the FCC acts.). We see little difference between those cases and the one at hand.

In this case, as in the above cases, the pole owner brought a breach of contract action in court to enforce payment under the terms of the agreement and, in response, the attacher contended to the overseeing regulatory body that the terms of the agreement regarding the setting of rates are unreasonable. In the above cases, the courts and the FCC accepted as appropriate the separation of the relevant matters as between those entities and we see no reason to do otherwise here. In agreeing with the above treatment, we do not suggest that the federal court in this case should stay the matter pending our ruling on rate setting under the agreement, but we do note that the situations are sufficiently analogous to demonstrate that the Commission is well within the bounds of its discretion to decline to wrest jurisdiction over the entire matter from the courts.

By separating the matters as requested by PSNH we frame the remaining issues before us similarly to the way the FCC chose in its decision in the *Mile Hi* case:

> Although certain remedies for breach of contract may be pursued in forums other than the Commission, the Commission has primary jurisdiction over issues about the reasonableness of rates, terms and conditions concerning pole attachments. The issue in this matter is not whether the Complainant failed to pay an invoice based on a just and reasonable term or condition, but whether the term or condition itself was reasonable.

In the Matter of Mile Hi Cable Partners, LP, 17 F.C.C.R. 6268, 6271 (2002). Accordingly, under the authority in RSA 374:34-a, the Commission accepts and will assert jurisdiction over the prospective rate setting issues in this case, but will not do so for the retrospective contract portions of the case. To provide further clarity as to the scope of the Commission's adjudication

of this matter, we clarify that by "prospective rate making issues" we mean to review the terms of the parties' agreement, with particular emphasis on the rate setting provisions, to determine whether they are just and reasonable in light of the relevant and applicable state and federal law. To the extent any terms may be found to be unjust or unreasonable, the Commission will, as the FCC did in *Mile Hi*, order revisions to the agreement. Whether and to what degree any ordered revisions should be applied to prior acts or omissions is not a matter we will decide here.

IV. SCHEDULE

Federal law on pole attachments permits states to assert their jurisdiction over pole attachments and their related agreements. *See* 47 U.S.C. § 224. Once a state asserts its jurisdiction the federal scheme no longer applies. The federal law, however, places certain conditions upon a state's exercise of jurisdiction over pole attachments. Relevant to this matter is 47 U.S.C. § 224(c)(3), which provides:

> For purposes of this subsection, a State shall not be considered to regulate the rates, terms and conditions for pole attachments –
>
> (A)unless the State has issued and made effective rules and regulations implementing the State's regulatory authority over pole attachments; and
>
> (B)with respect to any individual matter, unless the State takes final action on a complaint regarding such matter –
>
> (i) within 180 days after the complaint is filed with the State, or
>
> (ii) within the applicable period prescribed for such final action in such rules and regulations of the State, if the prescribed period does not extend beyond 360 days after the filing of such complaint.

In other words, federal law conditions a state's exercise of authority over a specific pole attachment dispute on the state's ability to resolve the complaint within 180 days of filing if there are no regulations regarding the time for resolution, or within another period if there are regulations on the time, provided that period is no longer than 360 days from filing.

The Commission's rules on pole attachments do not specifically designate a time period for resolution of complaints about the rates, terms and conditions of pole attachments. Therefore, the default time of 180 days would apply and this matter would need to be resolved by the end of September 2012 to meet the default timeframe. As noted in Staff's report of technical session, however, the parties to this case have agreed that they would consider a Commission order setting the time period at 360 days for resolution as sufficient to constitute "rules and regulations" under section 224 for purposes of setting a schedule in this docket. Staff's report also notes that TWC, as the petitioning party, has agreed to waive any right it might have to insist upon the matter being completed within 180 days. No party has objected to Staff's report or contended that the agreements Staff recounts are invalid or misstated.

In consideration of the parties' agreements on the timeframe, and with the intent of giving the parties to this docket adequate time to prepare and present their positions, we adopt a timeframe of 360 days for completion of the complaint underlying this docket according to the scope set out above. Further, because the Commission has adopted and will apply the 360 day timeframe, the procedural schedule set out in Staff's report relying upon that timeframe is hereby approved and adopted.

Based upon the foregoing, it is hereby

ORDERED, that the motions to intervene of Comcast, segTEL and Unitil are granted; and it is

FURTHER ORDERED, that the Commission will accept and assert jurisdiction over the "prospective rate making issues" as described above; and it is

FURTHER ORDERED, that the Commission will not assert jurisdiction over the retrospective issues relating to PSNH's claim for breach of contract; and it is

FURTHER ORDERED, that this docket shall be governed by the 360 day timeframe described in 47 U.S.C. § 224 and that the proposed schedule relying upon that timeframe is adopted.

By order of the Public Utilities Commission of New Hampshire this third day of July, 2012.

Amy L. Ignatius
Chairman

Michael D. Harrington
Commissioner

Robert R. Scott
Commissioner

Attested by:

Debra A. Howland
Executive Director