

competitive concerns raised by the MFN clause.

The proposed Final Judgment's elimination of VSP's MFN clause will restore to vision care insurance plans and consumers, in all or parts of many states, the benefits of free and open competition. Consequently, vision care insurance plans should be able to achieve cost savings that they can pass on to consumers, and consumers should have access to a more competitive selection of vision care insurance alternatives and optometrists.

IV

Alternatives to the Proposed Final Judgment

The alternative to the proposed Final Judgment would be a full trial on the merits of the case. In the view of the Department of Justice, such a trial would involve substantial costs to both the United States and VSP and is not warranted because the proposed Final Judgment provides all of the relief that appears necessary to remedy the violations of the Sherman Act alleged in the Complaint.

V

Remedies Available to Private Litigants

Section 4 of the Clayton Act, 15 U.S.C. 15, provides that any person who has been injured as a result of conduct prohibited by the antitrust laws may bring suit in federal court to recover three times the damages suffered, as well as costs and reasonable attorney's fees. Entry of the proposed Final Judgment will neither impair nor assist in the bringing of such actions. Under the provisions of Section 5(a) of the Clayton Act, 15 U.S.C. 16(a), the Final Judgment has no *prima facie* effect in any subsequent lawsuits that may be brought against the Defendant in this matter.

VI

Procedures Available for Modification of the Proposed Final Judgment

As provided by the Antitrust Procedures and Penalties Act, any person believing that the proposed Judgment should be modified may submit written comments to Gail Kursh, Chief, Professions & Intellectual Property Section, Department of Justice; Antitrust Division, 600 E Street, NW., Room 9300; Washington, DC 20530, within the 60-day period provided by the Act. Comments received, and the Government's responses to them, will be filed with the Court and published in the **Federal Register**. All comments will be given due consideration by the

Department of Justice, which remains free, pursuant to Paragraph 2 of the Stipulation, to withdraw its consent to the proposed Final Judgment at any time before its entry if the Department should determine that some modification of the Judgment is necessary to the public interest. The proposed Judgment itself provides that the Court will retain jurisdiction over this action, and that the parties may apply to the Court for such orders as may be necessary or appropriate for the modification, interpretation, or enforcement of the Judgment.

VII

Determinative Documents

No materials and documents of the type described in section 2(b) of the Antitrust Procedures and Penalties Act, 15 U.S.C. 16(b), were considered in formulating the proposed Judgment. Consequently, none are filed herewith.

Dated: January 13, 1995.

Respectfully submitted,

Steven Kramer,

Richard S. Martin,

Attorneys, Antitrust Division, U.S. Dept. of Justice, 600 E Street, NW., Room 9420, Washington, DC 20530, (202) 307-0997.

Attachment

Vision Service Plan,

3333 Quality Drive, Rancho Cordova, CA 95670-7985, (916) 851-5000—(800) 852-7600, Telefax (916) 851-4855

Dear VSP Doctor: VSP has entered into an agreement with the United States Department of Justice which will require VSP to eliminate its fee non-discrimination (FND) policy. This is the policy which is sometimes called a most favored nations clause and prohibits a member doctor from charging VSP more for services than the doctors accepts from any other source for the same services. As you know, VSP has always contended it has consistently enforced the fee non-discrimination policy to ensure our groups are provided the most cost effective services that may be obtained from VSP member doctors. Without cost effectiveness, the groups have little incentive to buy from Vision Service Plan.

Effective immediately, VSP will no longer reduce a doctor's fee because that doctor accepts a lower fee for the same service from another source and, your Panel Doctor's Agreement with Vision Service Plan is amended to eliminate Paragraph 6. Please keep this letter with your VSP agreement and consider it as an addendum. The Justice Department has agreed that existing fees may stay at their current levels until a new fee payment mechanism can be put in place. In the future, VSP's payments will be based on the range of fees the doctor accepts, rather than the lowest fee.

We have agreed to eliminate the FND policy to avoid long and expensive litigation with the United States Department of Justice. We feel our resources need to be maintained

to support our mission of providing our member doctors with more VSP patients and providing the best vision care in the nation. The vision care market is changing rapidly. Institutions like insurance companies, HMOs, Medicaid and the government in general are having a tremendous effect on health care and its costs. VSP is striving, more than any other organization, to look out for the interests of our member doctors and their patients. VSP is, and will continue to be, the best source of patients for our member doctors.

This policy change may have significant impact on some VSP member doctors. We will need to develop new fee-setting systems which will make VSP more competitive but are not based on the lowest fee which a doctor accepts.

We will be in further communication with you when a new fee system has been established. Our Board is confident we will be able to devise a system which will meet your needs and meet VSP's competitive needs for the future while satisfying the Justice Department's guidelines.

Thank you for your patience, understanding and continued support of VSP.

Denis Humphreys,

Chairman of the Board.

In the United States District Court for the District of Columbia

United States of America, Plaintiff, vs. Vision Service Plan, Defendant. Civil Action No.

Certificate of Service

I certify that I caused a copy of the United States' Competitive Impact Statement to be served on January 13, 1995, by Federal Express to:

Barclay L. Westerfeld, General Counsel,
Vision Service Plan, 3333 Quality Drive, Rancho Cordova, California 95670

and by courier to:

John J. Miles, Ober, Kaler, Grimes & Shriver, 1401 H Street NW., Fifth Floor, Washington, DC 20005-2110

Dated: January 13, 1995.

Steven Kramer,

Attorney, Antitrust Division, Department of Justice, 600 E Street NW., Room 9420, Washington, DC 20530, (202) 307-1029.

[FR Doc. 95-1988 Filed 1-25-95; 8:45 am]

BILLING CODE 4410-01-M

United States v. El Paso Natural Gas Co.; Proposed Final Judgment and Competitive Impact Statement

Notice is hereby given pursuant to the Antitrust Procedures and Penalties Act, 15 U.S.C. § 16(b)-(h), that a proposed Final Judgment, Stipulation and Competitive Impact Statement have been filed with the United States District Court for the District of

Columbia in *United States v. El Paso Natural Gas Company*, Civil No. 1:95CV00067 as to El Paso Natural Gas Company ("El Paso").

The Complaint alleges that El Paso forced well operators seeking to connect natural gas wells to El Paso's gas gathering system in the San Juan Basin of New Mexico and Colorado to also purchase meter installation service from El Paso, when the operators might otherwise have preferred to purchase such installation elsewhere or on different terms.

The proposed Final Judgment enjoins El Paso from requiring well operators to purchase meter installation only from El Paso as a condition of receiving natural gas gathering services from El Paso in the San Juan Basin. The proposed Final Judgment also enjoins El Paso from setting and implementing standards and procedures related to meter installation for wells connected to its San Juan gathering system that would enable El Paso to discriminate against persons providing meter installation in favor of its own meter installation services.

Public comment on the Proposed Final Judgment is invited within the statutory 60-day comment period. Such comments and responses thereto will be published in the **Federal Register** and filed with the Court. Comments should be directed to Roger Fones, Chief, Transportation, Energy and Agriculture Section, Room 9104, U.S. Department of Justice, Antitrust Division, 555 4th Street, NW., Washington, DC 20001 (telephone: 202-307-6351).

Constance K. Robinson,

Director of Operations, Antitrust Division.

The United States District Court for the District of Columbia

United States of America, Plaintiff, v. El Paso Natural Gas Company, Defendant. Case Number 1:95CV00067; Judge: Harold H. Greene; Deck Type: Antitrust; Date Stamp: 01/12/95.

Complaint

The United States of America, through its attorneys, acting under the direction of the Attorney General of the United States, brings this civil action to obtain equitable and other relief against the defendant named herein and alleges as follows:

I

Nature of this Action

1. The United States brings this civil antitrust action to obtain injunctive relief against an anticompetitive tying arrangement of the defendant El Paso Natural Gas Company ("El Paso") that violates Section 1 of the Sherman Act, 15 U.S.C. § 1.

2. El Paso owns and operates a natural gas gathering system located in the San Juan Basin of the United States, which it uses to transport natural gas produced in the basin to points of connection with mainline interstate pipelines. El Paso's San Juan gathering system has market power for gas gathering for wells in the San Juan Basin. Many San Juan Basin producers have no alternative to El Paso for gas gathering. El Paso requires persons operating gas wells in the San Juan Basin to purchase meter installation service from it as a condition of connecting a well or wells to its gathering system.

3. El Paso's practice of tying meter installation to its gas gathering service has caused many well operators seeking to connect a well to El Paso's gathering system to purchase meter installation service at a cost higher than they otherwise would have paid, to wait longer for installation than otherwise necessary, or both.

4. The United States seeks an injunction, pursuant to Sherman Act § 4, 15 U.S.C. § 4, prohibiting El Paso from conditioning the connection of a well to its San Juan gathering system upon a well operator agreeing to purchase meter installation from El Paso.

II

Jurisdiction, Venue and Interstate Commerce

5. This complaint is filed and this action is instituted under Section 4 of the Sherman Act, 15 U.S.C. § 4, to prevent and restrain the continuing violation by El Paso, as hereinafter alleged, of Section 1 of the Sherman Act, 15 U.S.C. § 1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331 and 1337.

6. Venue is proper in this district under 15 U.S.C. § 22 and 28 U.S.C. § 1391(c), because El Paso transacts business and is found within this district.

7. El Paso is a Delaware corporation with its principal place of business in El Paso, Texas. El Paso's total revenues for 1993 were \$908 million.

8. El Paso owns and operates one of the nation's largest natural gas transmission systems, which it uses to transport natural gas from supply regions in New Mexico, Colorado, Texas and Oklahoma to end-users located throughout the southwestern United States. El Paso's interstate natural gas pipeline system provides 48 percent of the total interstate pipeline capacity serving California. El Paso is also the principal interstate natural gas pipeline system serving Arizona, southern

Nevada, New Mexico, and El Paso, Texas. Thus, El Paso is engaged in, and its activities substantially affect, interstate commerce.

III

El Paso's Natural Gas Gathering System in the San Juan Basin

9. In addition to its mainline, interstate natural gas transmission services, El Paso provides natural gas gathering services in various gas producing basins in the United States, including the San Juan Basin. The San Juan Basin is located primarily in northwestern New Mexico and southern Colorado.

10. Gathering services include collecting natural gas at the well-head and transporting the gas to locations where the gas can enter mainline interstate transmission pipelines. "Gathering system" refers to the facilities used to provide gathering service.

11. El Paso's San Juan gathering system is spread throughout the basin and includes thousands of miles of pipeline and over 9,500 meter stations. Approximately 200 new wells are connected to El Paso's gathering system each year. El Paso gathers over 855 million cubic feet per day of gas per year in the San Juan Basin.

12. Although there are other gas gathering companies that provide gathering in the San Juan Basin, most wells are able to connect to only one of these systems. Many well operators have no practicable alternative to using El Paso's gathering system to get their gas out of the San Juan Basin.

IV

El Paso's Meter Installation Practice

13. A meter measures the volume of natural gas flowing from a well or wells into a gathering system. The volume measurements provided by the meters are necessary to calculate charges to well operators for gas gathering services.

14. El Paso has required or otherwise coerced its gathering customers to purchase meter installation from it along with gathering services. The term "meter installation" as used in this Complaint means the provision of certain service necessary to connect a well to El Paso's gathering system, including the construction and installation of the metering equipment and the well-tie line. A well-tie line is the pipe that connects the metering equipment to the gathering system.

15. When a well operator contacts El Paso seeking to connect a well to El Paso's San Juan gathering system, it is El Paso's practice to inform the operator

that El Paso will provide the necessary meter installation. The well operator generally must agree to pay El Paso a flat fee for the construction and installation of the meter equipment necessary to connect the well to El Paso's system. El Paso will not begin to install the meter until the operator has prepaid the installation charge.

16. As an interstate pipeline, El Paso's gathering services and rates are regulated by the Federal Energy Regulatory Commission ("FERC") in accordance with the Natural Gas Act ("NGA"), 15 U.S.C. §§ 717-717W, and the Natural Gas Policy Act ("NGPA"), 15 U.S.C. §§ 3302-3432. Under the NGA, all rates and charges for any transportation or production area service subject to FERC jurisdiction must be "just and reasonable" and shown on tariff schedules filed with the FERC. The tariffs filed by El Paso at the FERC set forth the minimum and maximum rates that El Paso may charge for mainline transportation and production area services, including gathering.

17. El Paso charges well operators separately for meter installation and for its gathering service. El Paso's FERC tariff for gathering services in the San Juan Basin does not include a rate for meter installation. Although the FERC must approve the maximum rate that El Paso can charge for gathering, it does not regulate the price El Paso may charge for meter installation. There are no FERC regulations that require El Paso to perform meter installation or that would prohibit well operators from installing their own meters.

18. The speed with which a well can be connected to the gathering system is a significant factor in determining the potential profitability of that well. Once a well operator has agreed that El Paso will perform the meter installation, the well operator must rely on El Paso to schedule that installation. In many instances, El Paso has taken a significantly longer time to complete meter installation than it would have taken if the well operator had been able to use an alternative to El Paso.

19. El Paso contracts with outside construction companies in the San Juan Basin to perform the meter installation for El Paso. These construction companies follow El Paso's specifications regarding the type of metering equipment and the manner of installation.

20. There are numerous construction companies in the San Juan Basin that can properly perform meter installation. Since 1990, El Paso has used three different outside construction

companies to perform meter installation.

21. El Paso does not manufacture the meters it uses in its meter installations. Metering equipment meeting El Paso's specifications is available from national companies or their agents to anyone seeking to purchase such equipment.

22. During the past few years, a number of well operators have requested permission from El Paso to do meter installation themselves, rather than purchase the service from El Paso, and have been told by El Paso that they had to use El Paso's meter installation service if they wanted to connect a well to El Paso's gathering system.

23. Other well operators have within the last three years requested to use someone other than El Paso to install meters when connecting a well to El Paso's San Juan gathering system. These well operators have abandoned their efforts to install their own meters because of anticipated delays and unreasonable requirements imposed by El Paso. In order to avoid these delays, these operators agreed to purchase meter installation from El Paso rather than an alternative provider.

V

Violation Alleged

24. El Paso's provision of meter installation to well operators for well connections in the San Juan Basin constitutes an agreement or agreements within the meaning of Section 1 of the Sherman Act.

25. Natural gas gathering and meter installation are separate products.

26. El Paso has market power for gas gathering from many wells located in the San Juan Basin.

27. The amount of commerce affected in the market for meter installation service in the San Juan Basin is substantial.

28. El Paso forces well operators to use El Paso for meter installation when they might otherwise have preferred to purchase such installation elsewhere or on different terms.

29. El Paso's practice of tying meter installation to gas gathering in the San Juan Basin unreasonably restrains trade and is unlawful per se under Section 1 of the Sherman Act.

30. The effect of El Paso's unlawful tying practice has been to force well operators to pay a higher price for meter installation than they might otherwise have paid, to wait longer for meter installation than otherwise necessary, or both.

Prayer for Relief

Wherefore, the plaintiff the United States prays that:

1. El Paso be enjoined from requiring well operators to purchase meter installation only from El Paso as a condition of receiving gathering services from El Paso in the San Juan Basin;

2. El Paso be enjoined from setting and implementing standards and procedures relating to meter installation for wells connected to its San Juan gathering system that would enable El Paso to discriminate among persons providing meter installation in favor of its own installation services;

3. the United States be granted such other relief that the Court may deem just and proper; and

4. the United States recover costs in this action.

Dated: January ____, 1995.

Anne K. Bingaman,

Assistant Attorney General.

Robert E. Litan,

Deputy Assistant Attorney General.

Mark C. Schechter,

Deputy Director of Operations, Antitrust Division, U.S. Department of Justice, Washington, D.C. 20530.

Roger W. Fones,

Chief.

Donna N. Kooperstein

Assistant Chief.

Jade Alice Eaton,

Attorney, D.C. Bar No. 939629.

Jill A. Ptacek,

Attorneys, Antitrust Division, U.S.

Department of Justice, 555 4th Street, N.W. Washington, D.C. 20001, (202) 307-6316.

In the United States District Court for the District of Columbia

United States of America, Plaintiff, v. El Paso Natural Gas Company, Defendant. Civil Action No.: 95-0067.

Stipulation

It is stipulated by and between the undersigned parties, by their respective attorneys that:

1. The Court has jurisdiction over the subject matter of this action and over each of the parties thereto, and venue of this action is proper in the District of Columbia;

2. The parties consent that a Final Judgment in the form hereto attached may be filed and entered by the Court, upon the motion of any party or upon the Court's own motion, at any time after compliance with the requirements of the Antitrust Procedures And Penalties Act (15 U.S.C. § 16), and without further notice to any party or other proceedings, provided that Plaintiff has not withdrawn its consent, which it may do at any time before the entry of the proposed Final Judgment by serving notice thereof on Defendants and by filing that notice with the Court;

3. In the event plaintiff withdraws its consent or if the proposed Final Judgment is not entered pursuant to this Stipulation, this Stipulation shall be of no effect whatsoever, and the making of this Stipulation shall be without prejudice to any party in this or in any other proceeding.

This 6th day of January, 1995

For the Plaintiff the United States of America:

Roger W. Fones,

Chief, Transportation, Energy, and Agriculture Section.

Donna N. Kooperstein,

Assistant Chief, Transportation, Energy, and Agriculture Section.

Jade A. Eaton,

Attorney, Transportation, Energy, and Agriculture Section.

Jill A. Ptacek,

Attorney, Transportation, Energy, and Agriculture Section.

For the Defendant El Paso Natural Gas Company:

Mary Anne Mason,

Esquire, Andrews & Kurth, L.L.P., 1701 Pennsylvania Ave., N.W., Washington, D.C. 20006.

Final Judgment

Plaintiff, United States of America, filed its Complaint on January 12, 1995. Plaintiff and defendant, by their respective attorneys, have consented to the entry of this Final Judgment without trial or adjudication of any issue of fact or law. This Final Judgment shall not be evidence against or an admission by any party with respect to any issue of fact or law. Therefore, before the taking of any testimony and without trial or adjudication of any issue of fact or law herein, and upon consent of the parties, it is hereby

Ordered, adjudged, and decreed, as follows:

I

Jurisdiction

This Court has jurisdiction of the subject matter of this action and of each of the parties consenting hereto. The Complaint states a claim upon which relief may be granted against the defendant under Section 1 of the Sherman Act, 15 U.S.C. § 1.

II

Definitions

As used herein, the term:

(A) "agreement" means a contract, arrangement, or understanding, formal or informal, oral or written, between two or more persons;

(B) "defendant" means El Paso Natural Gas Company;

(C) "document" means all "writings and recordings" as that phrase is defined in Rule 1001(1) of the Federal Rules of Evidence;

(D) "gathering" means collecting natural gas from the point of entry into the gathering system and moving the gas to a point where it is introduced into mainline transmission facilities; for gas that is compressed, processed, or treated subsequent to receipt into the gathering system and prior to delivery into mainline transmission facilities, gathering also includes the act of compressing, processing, or treating, as applicable;

(E) "gathering system" means the facilities used by the defendant to perform gathering in the San Juan Basin;

(F) "including" means including but not limited to;

(G) "inspection log" means the log the defendant is required to create and maintain pursuant to Section VI(C) of this Final Judgment, setting forth the information recorded by the defendant pursuant to Section VI(C)(1)-(7);

(H) "meter" means those devices used to measure the volume of natural gas flowing into or through the gathering system;

(I) "metering facilities" means any of the equipment necessary to connect a meter to the gathering system and to measure the flow of gas from a well or wells into the gathering system, including the meter, the meter house, and the meter run;

(J) "meter installation" means the provision of service necessary to connect a well or wells to the gathering system, including construction and connection of metering facilities and the well-tie line;

(K) "meter installation inspection" means any inspection of metering facilities that is required before gas may enter the gathering system through those facilities;

(L) "person" means any natural person, corporation, firm, company, sole proprietorship, partnership, association, institution, governmental unit, or other legal entity;

(M) "San Juan Basin" means that area of northwestern New Mexico and southern Colorado in which defendant owns and operates a gathering system;

(N) "tap" means the interconnection between the well-tie line and the gathering system that requires a breach of the gathering pipeline wall, including the valve connecting the well-tie line with the gathering pipeline wall;

(O) "uniform" means reasonably consistent under the circumstances; but does not require that identical procedures must be applied to every situation. If procedures are not

identical, uniformity requires that there exists a reasonable and lawful basis to explain any differences or changes in the procedures applied, or in the manner in which stated procedures are applied;

(P) "well operator" means any person with whom the defendant contracts, or would contract, for meter installation, or from whom the defendant receives an inquiry regarding connecting a well or wells to the gathering system;

(Q) "well-tie line" means the pipe connecting the metering facilities to the gathering system.

III

Applicability

(A) This Final Judgment applies to the defendant and to each of its successors, assigns, and to all other persons in active concert or participation with any of them who shall have received actual notice of the Final Judgment by personal service or otherwise.

(B) Nothing herein contained shall suggest that any portion of this Final Judgment is or has been created for the benefit of any third party and nothing herein shall be construed to provide any rights to any third party.

IV

Prohibited Conduct

The defendant is enjoined and restrained from:

(A) requiring a well operator to purchase metering facilities or meter installation from the defendant, or a third party under contract to the defendant, as a condition of connecting a well to the gathering system;

(B) requiring a well operator to purchase construction or installation of any pipeline that connects a well to the metering facilities from the defendant, or a third party under contract to the defendant, as a condition of connecting that well to the gathering system, or imposing upon a well operator any requirements for such construction and installation if the operator chooses to purchase such pipeline construction and installation from a person other than the defendant;

(C) requiring a well operator to pay any charge, other than one included in the gathering rate, for a metering facilities maintenance provided by the defendant or a third party under contract to the defendant;

(D) entering into an agreement with a well operator to provide meter installation, meter installation inspection, or installation of a tap without first disclosing to the operator that the well operator may have the meter installation provided by a person

other than the defendant, or a third party under contract to the defendant. This disclosure shall be made in the following manner:

(1) at the time of each initial contact between the defendant and a well operator concerning the provision of gathering which will require meter installation, the defendant shall expressly inform the well operator that the operator may choose to provide meter installation itself, subject to any specifications and inspections required by defendant consistent with Section V(A)-(D);

(2) at the time of the initiation of any discussion between the defendant and a well operator concerning the terms of any agreement that will require the well operator to bear any cost of meter installation, the defendant shall provide the well operator with the following materials arranged in the following order:

- a. a copy of the Notice to El Paso Natural Gas Company Gathering Customers attached as Attachment A to this Final Judgment;
- b. a statement that the defendant will, as soon as practicable, provide the well operator with the estimates described in Section V(D)(3);
- c. A sample of the contract that the defendant uses when it provides meter installation for a well operator;
- d. a sample of the contract that the defendant uses when the well operator provides all or part of the meter installation;
- e. a copy of any specifications, standards and procedures that the defendant, consistent with the provisions of Section V(A)-(D), may require the well operator to follow when the operator performs the meter installation;

(3) as soon as practicable after the initiation of any discussion between the defendant and a well operator concerning the terms of any agreement that will require the well operator to bear any cost of meter installation, the defendant shall provide the well operator with:

- a. a statement of the estimated total price that the defendant will charge the well operator if the defendant provides meter installation, and a detailed statement setting forth each of the services or materials, and costs for those services or materials, that comprise that total price;
- b. a statement of the estimated total price that the defendant will charge the well operator for construction or inspection if the well operator chooses to provide for meter installation itself, and a detailed statement setting forth the services and materials, and costs for

those services and materials, that comprise that total price;

(E) entering into an agreement with a well operator, pursuant to which the well operator will perform meter installation, and which includes any specifications, standards and procedures that the defendant has imposed pursuant to Section V(A)-(D), without including in the document memorializing that agreement:

(1) the following clause regarding access to inspection logs:

The well operator shall, upon reasonable notice, have access to any inspections logs maintained by El Paso Natural Gas Company that pertain to any meter installation covered by this contract, and, for comparison purposes, access to any inspection logs maintained by El Paso Natural Gas Company that relate to meter installation provided by El Paso Natural Gas Company.”; and

(2) the following clause, unless the well operator waives in writing its right to the inclusion of such clause:

In the event of a dispute related to the interpretation or performance of this agreement, each party shall designate an authorized agent to investigate, discuss and seek to settle the matter between them. If the two agents are unable to settle the matter within 10 days after notification of the designation, the matter shall be submitted to a senior officer of each party for consideration. If settlement cannot be reached through their efforts within an additional 20 days, or such longer time as they shall agree upon, the parties shall enter into a bidding form of arbitration of their dispute, the costs of which shall be apportioned by the arbitrator.

V

Limiting Conditions

Nothing in this Final Judgment shall prohibit the defendant from:

(A) specifying the type of metering facilities a well operator must use when connecting a well or wells to the gathering system, provided that the specifications uniformly apply to all persons, including the defendant;

(B) specifying standards and procedures that must be followed for meter installation, provided that the standards and procedures uniformly apply to all persons performing such installations, including the defendant;

(C) requiring that meter installations provided by a well operator, or third parties under contract to the operator, be subject to inspection by the defendant to ensure compliance with any standards and procedures specified by the defendant, provided that:

(1) if the defendant requires any meter installation inspections, it does so for all meter installations, including those meter installations provided by the defendant;

(2) the inspection process the defendant uses is uniform for all meter installations, including those meter installations provided by the defendant. The defendant shall ensure that the persons conducting the inspections do not unreasonably withhold any necessary approvals, or impose any unreasonable compliance requirements;

(3) the defendant requires persons conducting the inspections to keep a contemporaneously written log for each inspection they conduct, including any inspections of metering facilities installed by the defendant;

(D) requiring a well operator to pay for any inspections the defendant requires, consistent with the provisions of Section V(C), provided that any charge the defendant requires for such inspections is reasonable, calculated on a uniform basis, and is uniformly applied to all meter installations, including those provided by the defendant;

(E) requiring a well operator to use only those persons designated by the defendant to install a tap, provided that the defendant either:

(1) charge the well operator no more than the actual cost of materials, equipment and labor, which labor charge shall include only wages, benefits and payroll taxes, incurred in installation when the defendant installs the tap, or

(2) include in any such designation at least three persons in the San Juan Basin, other than the defendant or any third party under any contractual relationship with the defendant, whom the operator can select to perform such installation;

(F) specifying to a well operator the location at which a well will be connected to the gathering system;

(G) requiring a well operator to convey to the defendant title to the metering facilities connecting a well to the gathering system that are installed at the operator's expense, as a condition of connecting that well to the system, provided that the defendant agrees at the time of any such required conveyance that title for those facilities will revert back to the operator upon abandonment or plugging of the well, or upon the operator's request that the defendant discontinue gathering gas from the well;

(H) requiring the well operator to agree to indemnify the defendant against any liability arising from the acts or omissions of the operator, or a third party under contract to the operator, which are related to meter installation performed by the operator or third party;

(I) requiring the well operator to provide defendant with a copy of all permits or other documents issued by, or filings required by, any authority to evidence the operator's compliance with local, state and federal laws and regulations applicable to meter installation;

(J) requiring the well operator to provide the defendant with copies of all right-of-way authorizations and permits;

(K) making reasonable changes to any specification, standard, or policy instituted with regard to meter installation;

(L) providing meter installation pursuant to the provisions of contracts between the defendant and well operators in effect prior to May 18, 1994.

VI

Compliance Program

(A) The defendant is ordered to maintain an antitrust compliance program which shall include designating, within 30 days of entry of this Final Judgment, an Antitrust Compliance Officer with responsibility for accomplishing the antitrust compliance program and with the purpose of achieving compliance with this Final Judgment. The Antitrust Compliance Officer shall, on a continuing basis, supervise the review of the current and proposed activities of the defendant to ensure that it complies with this final Judgment.

(B) The antitrust Compliance Officer shall be responsible for accomplishing the following activities:

(1) distributing, within 60 days from the entry of this Final Judgment, a copy of this Final Judgment to all officers and employees with responsibility for marketing of the defendant's gathering, or for approving and supervising the connection of a well to any of the defendant's gathering systems;

(2) distributing in a timely manner a copy of this Final Judgment to any officer or employee who succeeds to a position described in Section VI(B)(1);

(3) briefing annually those persons designated in Section VI(B)(1) on the meaning and requirements of this Final Judgment and the antitrust laws and advising them that the defendant's legal advisors are available to confer with them regarding compliance with the Final Judgment and the antitrust laws;

(4) obtaining from each officer or employee designated in Section VI(B)(1) an annual written certification that he or she: (a) has read, understands, and agrees to abide by the terms of this Final Judgment; and (b) has been advised and understands that his or her failure to

comply with this Final Judgment may result in conviction for criminal contempt of court;

(5) maintaining a record of recipients to whom the Final Judgment has been distributed and from whom the certification in Section VI(B)(4) has been obtained;

(6) distributing, within 60 days from the entry of this Final Judgment, by first-class mail, postage paid, a copy of the Notice to El Paso Natural Gas Company Gathering Customers that is attached as Attachment A to this Final Judgment to all well operators that on the date of entry of this Final Judgment have contracts with defendant for gathering.

(C) Each time the defendant requires a meter installation inspection, the defendant shall create a written record setting forth at a minimum, the following information:

(1) the name of the well operator for whom the meter installation is being provided;

(2) the name of the person or persons providing the meter installation;

(3) the location of the well or wells associated with the meter installation that is the subject of the inspection;

(4) the date or dates of the inspection and the amount of time spent engaged in the actual inspection;

(5) the total price charged for the inspection and a detailed description of how the defendant arrived at that price;

(6) with respect to any materials or work associated with the installation which the inspector rejects, a detailed explanation of why the inspector made the rejection;

(7) if the inspector rejects any materials used or work performed by the person performing the installation, a detailed description of the steps that the inspector informed that person he or she could take to pass the inspection. The defendant shall maintain in its Farmington, New Mexico office, a log containing the information recorded pursuant to this subsection for a period of two years, and shall, upon reasonable notice, make available to a well operator those portions of the log pertaining to that well operator and any portions of the log that pertain to meter installations provided by the defendant.

(D) At any time, if the defendant's Antitrust Compliance Officer learns of any past or future violations of Section IV of this Final Judgment, the defendant shall, within 45 days after such knowledge is obtained, take appropriate action to terminate or modify the activity so as to comply with this Final Judgment.

VII

Certification

(A) Within 75 days after the entry of this Final Judgment, the defendant shall certify to the plaintiff whether it has designated an Antitrust Compliance Officer and has distributed the Final Judgment in accordance with Section VI above.

(B) For each year of the term of this Final Judgment, the defendant shall file with the plaintiff, on or before the anniversary date of entry of this Final Judgment, a statement as to the fact and manner of its compliance with the provisions of Section VI above.

VIII

Plaintiff Access

(A) To determine or secure compliance with this Final Judgment and for no other purpose, duly authorized representatives of the plaintiff shall, upon written request of the Assistant Attorney General in charge of the Antitrust Division, and on reasonable notice to the defendant made to its principal office, be permitted, subject to any legally recognized privilege:

(1) access during the defendant's office hours to inspect and copy, at the plaintiff's expense, all documents in the possession or under the control of the defendant, who may have counsel present, relating to any matters contained in this Final Judgment; and

(2) subject to the reasonable convenience of the defendant and without restraint or interference from it, to interview officers, employees or agents of the defendant, who may have counsel present, regarding such matters.

(B) Upon the written request of the Assistant Attorney General in charge of the Antitrust Division made to the defendant's principal office, the defendant shall submit such written reports, under oath if requested, relating to any matters contained in this Final Judgment as may be reasonably requested, subject to any legally recognized privilege.

(C) No information or documents obtained by the means provided in Section VIII shall be divulged by the plaintiff to any person other than a duly authorized representative of the Executive Branch of the United States, except in the course of legal proceedings to which the United States is a party, or for the purpose of securing compliance with this Final Judgment, or as otherwise required by law.

(D) If at the time information or documents are furnished by the defendant to plaintiff, the defendant represents and identifies in writing the

material in any such information or documents to which a claim of protection may be asserted under Rule 26(c)(7) of the Federal Rules of Civil Procedure, and the defendant marks each pertinent page of such material, "Subject to claim of protection under Rule 26(c)(7) of the Federal Rules of Civil Procedure," then 10 days' notice shall be given by plaintiff to the defendant prior to divulging such material in any legal proceeding (other than a grand jury proceeding) to which the defendant is not a party.

IX

Further Elements of the Final Judgment

(A) This Final Judgment shall expire ten years from the date of entry.

(B) Jurisdiction is retained by this Court for the purpose of enabling any of the parties to this Final Judgment to apply to this Court at any time for further orders and directions as may be necessary or appropriate to carry out or construe this Final Judgment, to modify or terminate any of its provisions, to enforce compliance, and to punish violations of its provisions.

(C) Entry of this Final Judgment is in the public interest.

ENTERED:

UNITED STATES DISTRICT JUDGE

Notice To El Paso Natural Gas Gathering Customers

Any customer seeking to connect a well to El Paso Natural Gas Company's (EPNG) gathering systems has the legal right to choose to provide meter installation subject to the conditions listed below, rather than to have EPNG provide for installation. See *United States v. El Paso Natural Gas Company*, D.D.C., No. _____ (Dec. _____ 1994). Meter installation includes the construction and connection of metering facilities (including the meter, the meter house, and the meter run) and the well-tie line. If a customer chooses to perform its own meter installation, EPNG may:

1. Specify the type of metering facilities the customer must use when connecting a well or wells to the gathering system.
2. Specify standards and procedures that must be followed for meter installation. EPNG's standards and procedures will be applied uniformly to any persons providing such installations, including EPNG.

3. Require that all meter installation performed by customers be subject to inspection by EPNG to ensure compliance with any standards and procedures specified by EPNG. The inspection process will be uniform for

all meter installations, including those meter installations EPNG provides. The EPNG inspectors will not unreasonably withhold any necessary approvals or impose any unreasonable compliance requirements. EPNG inspectors will keep a contemporaneously written log for all inspections they conduct, including any inspections of meter installations provided by EPNG.

4. Require the customer to pay a reasonable charge for any meter installation inspection that EPNG conducts pursuant to ¶ 3 above. Any such charge will be calculated on a uniform basis and uniformly applied to all meter installations, including those performed by EPNG.

In the United States District Court for the District of Columbia

United States of America, Plaintiff, v. *El Paso Natural Gas Company*, Defendant.
Case Number 1: 95CV00067
Judge: Harold H. Greene
Deck Type: Antitrust
Date Stamp: 01/12/95

Competitive Impact Statement

Pursuant to Section 2(b) of the Antitrust Procedures and Penalties Act, 15 U.S.C. § 16(b)-(h), the United States submits this Competitive Impact Statement relating to the proposed Final Judgment submitted for entry with the consent of defendant El Paso Natural Gas Company ("El Paso") in this civil antitrust proceeding.

Nature and Purpose of the Proceeding

On January 12, 1995 the United States filed a civil antitrust Complaint alleging that El Paso had entered into a contract, combination or conspiracy in restraint of trade in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1. The Complaint alleges that El Paso, which provides natural gas gathering services in the San Juan Basin area of New Mexico and Colorado, tied the installation of metering facilities to the provision of its gas gathering service.

On January 12, 1995 the United States and El Paso filed a Stipulation by which they consented to the entry of a proposed Final Judgment designed to prevent any recurrence of such tying activity in the future. Under the proposed Final Judgment, El Paso will be enjoined from conditioning the provision of gas gathering service upon the gathering customer also purchasing meter installation from El Paso. In addition, El Paso will be required affirmatively to inform its gathering customers that they have the option of using someone other than El Paso to provide installation of all or part of the metering facilities. The proposed Final

Judgment allows El Paso to continue to provide meter installation, but only after a customer has been explicitly informed that it has the option of using someone other than El Paso to provide this service. The decree also contains provisions to ensure that El Paso does not disadvantage well operators who choose competing meter installation providers.

I

Events Giving Rise to the Alleged Violation

In order to market natural gas, it must be carried by pipeline from the point of production to the point of use. Without transportation away from the well, natural gas has virtually no value, and no means of transportation other than via pipeline is economical. To market gas, it is first "gathered" from wells through small diameter pipes. The gas is then fed from the gathering system into one or more interstate pipelines that carry the gas to local distribution systems which in turn deliver the gas to the end users (consumers). Thus, gathering is an essential step in getting natural gas to market. Because of scale economies and network efficiencies associated with pipelines, it is often uneconomical associated with pipelines, it is often uneconomical for a producer to be served by more than one pipeline system.

The San Juan Basin is a natural gas production area located in northwestern New Mexico and southern Colorado. El Paso's gas gathering system permeates the basin. Many of the producers that have wells connected to El Paso's San Juan gathering system have no alternative means of transportation. El Paso's San Juan gathering system is regulated by the Federal Energy Regulatory Commission ("FERC"). FERC regulations require El Paso to limit to a published tariff rate the amount that it may charge for gathering. The FERC does not regulate the rate that El Paso charges for meter installation associated with the provision of its gathering service.

El Paso provides gathering at a charge based upon the volume of gas transported. A meter is a device used to measure the volume of gas flowing from a well into the gathering system. Connecting a well to the gathering system involves laying pipe from the well-head to the gathering pipeline. At the same time, metering equipment is installed at the well-head or along the pipe leading to the gathering system. Connecting a well to the gathering system also includes placing a "tap", or break of the gathering pipeline wall at

the point of interconnection with the well-tie pipeline. "Meter installation" as used in the Complaint and this statement, refers to the construction and installation of metering equipment or facilities, as well as the construction and installation of the pipe used to connect the metering equipment to the gathering system. Installation of meters and associated pipe requires adherence to certain safety precautions due to the proximity of the meter installation construction to the existing gas gathering pipeline, as well as the need to minimize hazards associated with future operations involving a pipe which will carry natural gas.¹

When a well operator is considering whether to drill a well in a production area, it must determine first whether the well will be profitable. In deciding whether to drill, the operator will consider many factors including the gathering charge, transportation fees and the amount of money it will have to pay initially for the construction of the facilities necessary to hook the well to the gathering system. In an older field such as the San Juan Basin where wells do not generally produce at high rates, meter installation costs can make the difference between whether or not a well is drilled, affecting whether additional natural gas sites are made available to meet consumer demand.

The Complaint alleges that El Paso forced customers (or "well operators") who needed to purchase El Paso's gathering service to purchase meter installation services from El Paso as well. The Complaint also alleges that when contacted, El Paso informs a potential gathering customer that El Paso will connect a well after the operator has agreed that El Paso will perform the meter installation associated with connecting that well to El Paso's system and has prepaid a flat fee for the installation. El Paso contracts out almost all of this construction work to other companies in the San Juan Basin and then charges the customer for the materials, El Paso labor, and "overheads". "Overheads" account for as much as one third of the total bill to the customer.

The speed with which a well can be connected to the gathering system is a significant factor in determining the potential profitability of that well. Once a well operator has agreed that El Paso will perform the meter installation, the

well operator must rely on El Paso to schedule that installation. In many instances, El Paso has taken a significantly longer time to complete meter installation than it would have taken if the well operator had been able to use an alternative to El Paso.

Over the past three years, El Paso has permitted only three well operators, and then only reluctantly, to perform meter installation using their own contractors, and El Paso's permission in those three instances extended to only a limited number of well connections. Each of these operators concluded that they could perform the installation for substantially less cost than El Paso, even if they had to follow El Paso's specifications when doing so. These well operators were able to perform meter installation at each well for nearly one-half of the El Paso construction cost estimate, thereby saving from \$5,000 to \$7,000 per well on each of the 121 wells they connected. Since 1991, a total of 453 wells have been connected to El Paso's gathering system. However, El Paso predicts that a significantly larger number of wells, 2200 or more, will be connected to its gathering system over the next five years. If well operators are able to secure like savings, either from third party competitors or from El Paso responding to the new competitive environment, then well operators in the San Juan Basin will likely save from \$11 to \$15 million dollars over the next five year period. Depending upon the number of new wells connected over the ten year life of the proposed Final Judgment, savings could reach the tens of millions of dollars.

III

Explanation of the Proposed Final Judgment

The proposed Final Judgment is designed to prevent El Paso from tying the service of meter installation to the provision of gathering on its San Juan gathering system. The proposed Final Judgment explicitly prohibits such tying. Section IV(A) provides that El Paso may not condition the provision of gathering upon a well operator agreeing to purchase either the metering equipment or its installation from El Paso.

The proposed Final Judgment does not, however, prohibit El Paso from providing meter installation in the future. The proposed Final Judgment, therefore, contains a number of safeguards to ensure that in the future El Paso makes known to its gathering customers that they have the option of providing their own meter installation and gives its customers sufficient

information to make a reasoned choice. To this end, at the time of any initial inquiry concerning gathering and connection to its gathering system, Section IV(D) of the proposed Final Judgment requires El Paso to fully disclose to the well operator that the operator has the option of having someone other than El Paso provide meter installation. Compliance with this section requires that El Paso provide the well operator with written notice that the customer has the right pursuant to this Final Judgment to choose a construction company other than El Paso; provide an estimate of all charges that El Paso will require from the well operator, both if the operator selects El Paso to do the installation and if it does not; provide the operator with sample copies of the contracts that El Paso will use if the operator chooses to have El Paso do the installation or selects to have someone other than El Paso do the meter installation; and, provide a copy of the specifications, standards, and procedures that El Paso will require the operator to follow if the operator performs the installation. With this information, the well operator will be able to make an informed choice as to whether to use El Paso or another contractor for meter installation.

The proposed Final Judgment recognizes that El Paso has a reasonable need to assure the safety and integrity of its gathering system, and may have some legitimate concerns regarding its liability when well operators perform meter installations for wells connecting to its gathering system. Pipe and equipment that connect to El Paso's gathering pipeline can pose safety hazards if they are constructed in a substandard manner or with faulty materials.

Section V(E) of the proposed Final Judgment permits El Paso to protect its safety and liability concerns consistent with the tying prohibition found in Section IV(A). Connection of the well-tie line requires a "tap" into the gathering pipeline—an actual opening into the pipe. Welding and other construction of lines carrying natural gas must be done in a manner that safeguards the workers and the pipe involved. For this reason, Section V(E) allows El Paso to require well operators to use El Paso or El Paso contractors for the tap, but limits the price that El Paso may charge for this service.

In recognition of El Paso's safety and liability concerns, Sections V(A)–(B) permit El Paso to specify to well operators reasonable specifications for the construction and installation of metering facilities. At the same time, these sections also set forth conditions

¹ Installation may require compliance with standards developed by the United States Department of Transportation Office of Pipeline Safety Standards, the American National Standards Institute, the American Petroleum Institute, the American Society of Mechanical Engineers and the American Society of Testing and Materials.

that limit El Paso's discretion regarding the type of standards and procedures El Paso may require and the manner in which it implements these standards and procedures. These limiting conditions will ensure that El Paso will not use its standard setting practices to discourage its gathering customers from using other contractors for meter installation in the future. Thus, specifications that have the effect of steering well operators to use of El Paso or El Paso-provided equipment for meter installation would violate this Final Judgment.

Similarly, El Paso has a bonafide interest in providing maintenance for meter equipment connected to its system because such maintenance is necessary to assure continuing provision of safe and efficient gas gathering. For this reason, Section IV(C) of the proposed Final Judgment allows El Paso to provide maintenance and to recover the cost for such maintenance, but only in the rate for gathering charged all gathering customers.

Well operators generally connect new wells again and again over the years. The proposed Final Judgment prevents El Paso from implementing practices designed, or having the effect when implemented, to discourage well operators who elect to perform their own meter installation from exercising that option again. Thus, although Section V permits El Paso to set standards and procedures that a well operator must follow when installing meters connected to El Paso gathering system, and to require well operators to submit their installations to inspection by El Paso, it places certain restrictions on El Paso to assure that its specifications, procedures and inspections do not impose undue cost or delay.

As a means of monitoring El Paso's conduct with respect to the requirements it imposes, Section V(C) of the proposed Final Judgment provides that if El Paso does require meter installation inspections, its inspectors must create logs of their inspections of both El Paso and non-El Paso installations. El Paso must maintain these logs and made them available to well operators that choose to perform their own meter installation. To assure well operators timely access to these logs, the proposed Final Judgment (Section IV(E)) requires that any contract between a well operator and El Paso that provides for meter installation inspections must also contain a clause giving the well operator access to inspections records. These well operators will then be able to examine logs for their installation jobs and

compare logs pertaining to meter installations performed by El Paso to aid in determining whether El Paso is conducting uniform and reasonable inspections.

Finally, the Final Judgment (Section IV(E)) requires that El Paso must give the well operator the unconditional option of including a clause in the meter installation contract that would permit the well operator to elect binding arbitration rather than court litigation to resolve differences under the contract.

The United States is satisfied that the proposed Final Judgment sufficiently resolves the antitrust violations alleged in the Complaint. The provisions of the proposed Final Judgment should prevent any future tying activities, and will allow El Paso to safeguard the integrity and safety of its own gathering system while at the same time assuring that those operators who choose to perform their own meter installation are not indirectly burdened by El Paso for their choice. Compliance with the proposed Final Judgment would prevent any recurrence of the violations alleged in the Complaint, and thus provides complete relief.

IV

Remedies Available to Potential Private Litigants

Section 4 of the Clayton Act, 15 U.S.C. § 15, provides that any person who has been injured in his business or property as a result of conduct forbidden by the antitrust laws may bring suit in Federal court to recover three times the damages suffered, as well as costs and reasonable attorneys fees. Entry of the proposed Final Judgment will neither impair nor assist the bringing of any private antitrust damage action. Under the provisions of Section 5(a) of the Clayton Act, 15 U.S.C. § 16(a), the proposed Final Judgment has no *prima facie* effect in any subsequent private lawsuit that may be brought.

V

Procedure Available for Modification of the Proposed Final Judgment

The United States and defendant have stipulated that the proposed Final Judgment may be entered by the Court after compliance with the provisions of the APPA, provided that the United States has not withdrawn its consent. The APPA conditions entry upon the Court's determination that the proposed Final Judgment is in the public interest.

The APPA provides a period of at least 60 days preceding the effective date of the proposed Final Judgment within which any person may submit to

the United States written comments regarding the proposed Final Judgment. Any person who wishes to comment should do so within 60 days of the date of publication of this Competitive Impact Statement in the **Federal Register**. The United States will evaluate the comments, determine whether it should withdraw its consent, and respond to comments. The comments and the response of the United States will be filed with the Court and published in the **Federal Register**.

Written comments should be submitted to: Roger W. Fones, Chief, Transportation, Energy, and Agriculture Section, Antitrust Division, Judiciary Center Building, 555 4th Street, N.W., Rm 9104, Washington, D.C. 20001.

VI

Alternative to the Proposed Final Judgment

The alternative to the proposed Final Judgment would be a full trial of the case against El Paso. In the view of the Department of Justice, such a trial would involve substantial cost to the United States and is not warranted because the proposed Final Judgment provides relief that will remedy the violations of the Sherman Act alleged in the United States' Complaint.

VII

Determinative Materials and Documents

There are no materials or documents that the United States considered to be determinative in formulating this proposed Final Judgment. Accordingly, none are being filed with this Competitive Impact Statement.

Dated: January 12, 1995.

Respectfully submitted.

Anne K. Bingaman,
Assistant Attorney General Antitrust Division.
Jade Alice Eaton,

Attorney, U.S. Department of Justice,
Antitrust Division, Transportation, Energy,
and Agriculture Section, Judiciary Center
Building, 555 Fourth Street, N.W.,
Washington, DC 20001. (202) 307-6316.

Certificate of Service

I hereby certify that I have caused a copy of the foregoing COMPLAINT, STIPULATION, proposed FINAL JUDGMENT, and COMPETITIVE IMPACT STATEMENT to be served upon counsel in this matter in the manner set forth below:

By hand: Mary Anne Mason, Andrews & Kurth, L.L.P., 1701 Pennsylvania Avenue, N.W., Washington, D.C. 20006.

Dated: January 12, 1995.

Jill A. Ptacek,

Antitrust Division, U.S. Department of Justice,
555 4th Street, N.W., Washington, D.C. 20001,
(202) 307-6607.

[FR Doc. 95-1989 Filed 1-25-95; 8:45 am]

BILLING CODE 4410-01-M

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

[Notice (95-008)]

Aerospace Safety Advisory Panel; Meeting

AGENCY: National Aeronautics and Space Administration.

ACTION: Notice of meeting.

SUMMARY: In accordance with the Federal Advisory Committee Act, Pub. L. 92-463, as amended, the National Aeronautics and Space Administration announces a forthcoming meeting of the Aerospace Safety Advisory Panel.

DATES: March 23, 1995, 2:00 p.m. to 3:30 p.m.

ADDRESSES: National Aeronautics and Space Administration, 300 E Street, SW, Room 9H40, Washington, DC 20546.

FOR FURTHER INFORMATION CONTACT: Mr. Frank L. Manning, Code Q-1, National Aeronautics and Space Administration, Washington, DC 20546 (202/358-0914).

SUPPLEMENTARY INFORMATION: The Aerospace Safety Advisory Panel will present its annual report to the NASA Administrator. This is pursuant to carrying out its statutory duties for which the Panel reviews, identifies, evaluates, and advises on those program activities, systems, procedures, and management activities that can contribute to program risk. Priority is given to those programs that involve the safety of manned flight. The major subjects covered will be the Space Shuttle, Space Station, and Aeronautical Operations. The Aerospace Safety Advisory Panel is chaired by Norman R. Parmet and is composed of 8 members and 6 consultants. The meeting will be open to the public up to the capacity of the room (approximately 50 persons including members of the Panel).

Type of Meeting: Open

Agenda:

Thursday, March 23

2:00 p.m.—Presentation of the findings and recommendations of the Aerospace Safety Advisory Panel

3:30—Adjourn

All attendees will be requested to sign an attendance register.

Dated: January 20, 1995.

Timothy M. Sullivan,

Advisory Committee Management Officer,
National Aeronautics and Space Administration.

[FR Doc. 95-2008 Filed 1-25-95; 8:45 am]

BILLING CODE 7510-01-M

NATIONAL SCIENCE FOUNDATION

Special Emphasis Panel in Design, Manufacture, and Industrial Innovation; Notice of Meeting

In accordance with the Federal Advisory Committee Act (Pub. L. 92-463, as amended), the National Science Foundation announces the following meeting:

Name: Special Emphasis Panel in Design, Manufacture, and Industrial Innovation (#1194).

Date and Time: February 16, 1995; 8:30 a.m.—5:00 p.m.

Location: Room 730, National Science Foundation, 4201 Wilson Blvd., Arlington, VA.

Type of Meeting: Closed.

Contact Person: Dr. Warren DeVries, Program Director, DMII, Room 525, NSF, 4201 Wilson Blvd., Arlington, VA. 22230, (703) 306-1330.

Purpose of Meeting: To provide advice and recommendations concerning proposals submitted to NSF for financial support.

Agenda: To review and evaluate applications for the Presidential Faculty Fellows Program.

Reason for Closing: The proposals being reviewed include information of a proprietary or confidential nature, including technical information; financial data, such as salaries; and personal information concerning individuals associated with the proposals. These matters are exempt under 5 U.S.C. 552b(c), (4) and (6) of the Government in the Sunshine Act.

Dated: January 23, 1995.

M. Rebecca Winkler,

Committee Management Officer.

[FR Doc. 95-1963 Filed 1-25-95; 8:45 am]

BILLING CODE 7555-01-M

Special Emphasis Panel in Electrical and Communications Systems; Notice of Meeting

In accordance with the Federal Advisory Committee Act (Pub. L. 92-463, as amended), the National Science Foundation announces the following meeting:

Name: Special Emphasis Panel in Electrical and Communications Systems.

Date and Time: February 14, 1995/8:30 am—5:00 pm.

Place: National Science Foundation, 4201 Wilson Boulevard, Room 530 & 580, Arlington, Virginia 22230.

Contact Person: Dr. Deborah Crawford, Program Director, Solid State and Microstructures, Division of Electrical and Communications Systems, Room 675, National Science Foundation, 4201 Wilson Blvd., Arlington, VA 22230.

Telephone: (703) 306-1339.

Type of Meeting: Closed.

Purpose of Meeting: To provide advice and recommendations concerning proposals submitted to NSF for financial support.

Agenda: To review and evaluate applications of regular research proposals as part of the selection process for awards.

Reason for Closing: The proposals being reviewed include information of a proprietary confidential nature, including technical information; financial data, such as salaries; and personal information concerning individuals associated with the proposals. These matters are exempt under 5 U.S.C. 552b(c) (4) and (6) of the Government Sunshine Act.

Dated: January 23, 1995.

M. Rebecca Winkler,

Committee Management Officer.

[FR Doc. 95-1964 Filed 1-25-95; 8:45 am]

BILLING CODE 7555-01-M

Special Emphasis Panel In Bioengineering and Environmental Systems; Notice of Meeting

In accordance with the Federal Advisory Committee Act (Pub. L. 92-463, as amended), the National Science Foundation announces the following meeting.

Name: Special Emphasis Panel in Bioengineering and Environmental Systems (No. 1189).

Date and Time: February 13, 1995; 9:00 am—4:00 pm.

Place: National Science Foundation, 4201 Wilson Boulevard, Room 565, Arlington, VA 22230.

Type of Meeting: Closed.

Contact Person: Edward H. Bryan, Program Director, Environmental Engineering, Division of Bioengineering and Environmental Systems, National Science Foundation, 4201 Wilson Boulevard, Arlington, VA 22230, Telephone: (703) 306-1318.

Purpose of Meeting: To provide advice and recommendations concerning proposals submitted to NSF for financial support.

Agenda: To review and evaluate proposals as part of the selection process for awards.

Reason for Closing: The proposals being reviewed include information of a proprietary or confidential nature, including technical information; financial data, such as salaries; and personal information concerning individuals associated with the proposals. These matters are exempt under 5 U.S.C. 552b(c), (4) and (6) of the Government in the Sunshine Act.

Dated: January 23, 1995.

M. Rebecca Winkler,

Committee Management Officer.

[FR Doc. 95-1966 Filed 1-25-95; 8:45 am]

BILLING CODE 7555-01-M