

WASHINGTON METROPOLITAN AREA TRANSIT COMMISSION

WASHINGTON, D. C.

ORDER NO. 1270

IN THE MATTER OF:

Served July 20, 1973

Application of Executive)
Limousine Service, Inc., for)
Temporary Authority to Oper-)
ate Between Dulles Interna-)
tional Airport and Washington,)
D. C.)

Application No. 804

By appropriate application, Executive Limousine Service, Inc., (Executive) seeks temporary operating authority to conduct an airport limousine service between the Quality Inn-Capitol Hill and Burlington Hotel, Washington, D. C., on the one hand, and Dulles International Airport, on the other hand. On June 18, 1973, we issued our Order No. 1259 making Greyhound Airport Service, Inc., (Greyhound) a party to this proceeding and directing it to show cause why Executive's application should not be granted.

In accordance with our order, Greyhound has filed a protest to Executive's application. In response, Executive tendered a letter from its counsel to which it annexed several documents and, in further response to Executive's letter, Greyhound's counsel has submitted a letter addressed to our Executive Director. While we take this occasion to remind the parties and their counsel that our procedural rules specify the permissible pleadings which may be filed in proceedings before us and provide that documents, such as the letters submitted by the parties, which are tendered for filing not in accordance with those rules may be returned or stricken from the record, we have decided to consider both letters and attachments in the interest of expediting this matter.

Executive proposes to operate an airport limousine service from the Quality Inn-Capitol Hill and Burlington Hotel to Dulles International Airport utilizing two fifteen (15) passenger limousines which the applicant has on hand, supplementing its service, as

need be, with conventional Cadillac limousine equipment. Executive has submitted a certificate of insurance issued by the Travelers Insurance Company which indicates that the applicant has secured insurance coverage well in excess of the minimum coverages required by our Regulation 62-03(a). Finally, the applicant has submitted a financial statement which reflects adequate capital sufficient to support the service which it proposes to render.

Under Article XII, Section 4(d)(3), of the Compact, we may grant a temporary operating authority only if there is a sufficient showing of "an immediate and urgent need to a point or points . . . having no carrier service capable of meeting such need." With this standard in mind, we turn to the record before us. For reasons which follow, we have concluded that the two Washington, D. C., points which Executive seeks to serve require separate treatment.

I

In support of its application to provide airport limousine service between the Burlington Hotel and Dulles International Airport, Executive places principal reliance on two letters from Mr. Hudson S. Moses, President of the Burlington Hotel and Chairman of the Ground Transportation Committee of the Hotel Association of Washington, a voluntary membership association of forty-three hotels in the Greater Washington Area. Mr. Moses' letter is submitted not only on behalf of the Burlington Hotel but also, it is represented, on behalf of the association.

According to Mr. Moses, regularly operated limousine service was provided between the Burlington Hotel and Dulles International Airport for a number of years. Starting about three years ago, Mr. Moses alleges, Greyhound, the carrier holding a certificate of public convenience and necessity authorizing airport limousine service from, inter alia, downtown Washington, D. C., to Dulles International Airport, began to cut back on limousine service to and from the Burlington Hotel. Mr. Moses contends that the deterioration on Greyhound's service continued until the Burlington Hotel was eventually served by only one airport limousine per day. Finally, Mr. Moses asserts, Greyhound discontinued all airport limousine service from the Burlington Hotel to Dulles International Airport shortly before Executive's application was filed. As a

result, Mr. Moses alleges that there is now no airport limousine service whatever available between the Burlington Hotel and Dulles International Airport. 1/

While Greyhound disputes some of the factual allegations set forth in Executive's application and supporting papers, it admits the fact which we believe to be dispositive, i.e., that limousine service has been discontinued from the Burlington Hotel to Dulles International Airport. 2/ Greyhound contends that this service was highly unprofitable, due to declining patronage which Greyhound alleges was due in part to the practice of hotel bellhops playing "footsy" with limousine operators transporting passengers to Dulles International Airport without certificate authority. 3/

Greyhound's currently effective WMATC Tariff No. 12 contains the following pertinent provisions:

"ECONOMY AIRPORT SERVICE (Available at both Washington Airports) - Service for one or more passengers being transported by means of the

1/ Mr. Moses also alleges that scheduled airport limousine service has been discontinued at all other Washington hotels except the so-called terminal points which include the Statler Hotel, the Washington Hilton Hotel and the Shoreham Hotel. Greyhound's protest confirms this allegation although, as we read its papers, no limousine service is provided between the Shoreham Hotel and Dulles International Airport.

2/ We have not set this matter for evidentiary hearing since we find the dispositive facts to be undisputed or, in cases where there is dispute, resolvable in Greyhound's favor without altering the result which we reach.

3/ We have ample means to quickly halt any illegal airport operation which is brought to our attention in an appropriate complaint. Compact, Article XII, Section 18; Regulation 10-01 et seq.

same vehicle, with the carrier controlling the loading, dispatching and routing of the vehicle, the specified points en route at which passengers will be picked up or discharged and with carrier exercising the right to hold vehicle for a reasonable period of time after first passenger boards the vehicle to assemble other passengers traveling to or from the same points being served by that vehicle. This service will be operated between the hours of 6:00 a.m. and 12:01 a.m. between both Washington Airports and certain pick-up and discharge points specified by the carrier." WMATC Tariff No. 12, Section I, Item 5, p. 1.

"FARES BETWEEN DULLES INTERNATIONAL AIRPORT AND:

B. Points In The Following Zones By Means of Economy Airport Service

<u>Zones</u>	<u>Specified Pickup or Discharge Points</u>	<u>Zone Fares</u>
D-5	Airlines Terminal, 1201 K St. *Ambassador Hotel, 1412 K St. *Burlington Hotel, 1120 Vermont Ave. *Dupont Plaza Hotel, Dupont Circle *Executive House, 1515 Rhode Island Ave. *Holiday Inn (Central), 1501 Rhode Island Ave. *Holiday Inn (Downtown), 1615 Rhode Island Ave. Howard Johnson Motel, 2601 Virginia Ave. *Madison Hotel, 15th and M Streets *Manger Annapolis Hotel, 1111 H Street *Manger Hamilton Hotel, 14th and K Streets *Mayflower Hotel, 1127 Connecticut Ave. *Sheraton Park Hotel, 2600 Connecticut Ave. *Shoreham Hotel, 2500 Calvert Street Statler Hotel, 16th and K Streets Washington Hilton Hotel, 1919 Connecticut Ave. *Windsor Park Hotel, 2300 Connecticut Ave.	\$3.50

* Service from these points to Dulles International Airport is provided on a reservation basis only."

WMATC Tariff No. 12, Section II, Item 2, p. 6.

Greyhound's certificate of public convenience and necessity requires the carrier to furnish "reasonable, continuous and adequate service" to the public. Article XII, Section 3 of the Compact requires Greyhound to "establish, observe, and enforce just and reasonable individual. . .fares, and just and reasonable regulations and practices relating thereto. . . ." (Emphasis added). And, our Regulation No. 63-01 provides:

"Duty to Perform. It shall be the duty of every carrier to render reasonable, continuous and adequate service, and to perform all transportation authorized by its certificate or by the law in the manner stated in its certificate, time schedules, and tariffs." (Emphasis added).

By its own admission, Greyhound is not observing the individual fares and the regulations and practices relating thereto with respect to economy airport service between the Burlington Hotel (and the other hotels specified in the carrier's currently effective tariff for such service on a reservation basis) and Dulles International Airport as set forth in its currently effective tariff, nor is the carrier rendering transportation between these points in the manner stated in its currently effective tariff. As a result, we find that Greyhound is in violation of the provisions of Article XII, Section 3 of the Compact and the provisions of our Regulation No. 63-01 adopted thereunder. In accordance with Article XII, Sections 4(g) and 13(c) of the Compact,^{4/} we will enter an order directing forthwith compliance by Greyhound with the provisions of its currently

^{4/} By our Order No. 1259 directing Greyhound to show cause why Executive's application should not be granted, we called the carrier's attention to the fact that the adequacy of its service had been drawn into question. We have given careful consideration to Greyhound's protest submitted in accordance with our order and since we have decided not to hold a hearing, we have resolved all disputed issues of fact in Greyhound's favor. With respect to the order which we today enter directing Greyhound to comply with the Compact, our implementing regulations, and its currently effective tariff, there is no occasion to hold a hearing since Greyhound admits the essential facts.

effective tariff governing economy airport service and, in the event Greyhound's compliance becomes an issue in any subsequent proceeding, we will require the carrier to maintain a record of all requests for reservations on economy airport service which it receives from, or on behalf of, passengers desiring such service, the service, if any, which Greyhound provided in response to such requests, and the reasons, if any, why such service was not provided upon request.

We are fully mindful of Greyhound's claim that economy airport service between the Burlington Hotel, and other hotels which its tariff requires to be served on a reservation basis, and Dulles International Airport was poorly patronized in the past and that such service was thereby unprofitable. Those facts, if established, would tend to support an appropriate tariff amendment in accordance with Article XII, Sections 5 (e) and 6 of the Compact, or some other appropriate alteration in the carrier's service obligation. But such facts, even if true, cannot justify the carrier's unilateral decision to disobey the provisions of the Compact and our implementing regulations.^{5/} Our action today in no way prejudices whatever appropriate application Greyhound may see fit to submit for our consideration.

^{5/} Since Greyhound's currently effective tariff obligates the carrier to provide economy airport service between the Burlington Hotel and Dulles International Airport on a reservation basis, there is no occasion to today consider whether other service offered by Greyhound from different locations is adequate to whatever need for airport limousine service may exist at the Burlington Hotel. The adequacy of other service from different but nearby points would become important only if Greyhound seeks to discontinue the service which its tariff now obliges it to provide. It will be time enough to consider those issues when such an application is presented to us, and we express no view on that matter at this time.

In view of the fact that Greyhound's currently effective tariff requires the carrier to furnish economy airport service on a reservation basis between the Burlington Hotel and Dulles International Airport, we find that Executive has not demonstrated an immediate and urgent need for the additional airport limousine service which it proposes to operate. We further find that Greyhound's existing economy airport service, if operated in accordance with its currently effective tariff, is capable of meeting whatever need may exist for airport service between the Burlington Hotel and Dulles International Airport. We will therefore deny Executive's application for temporary authority between these points without prejudice to renewal in the event Greyhound does not furnish economy airport service on a reservation basis in accordance with its currently effective tariff.

II

In support of its application for temporary authority to operate an airport limousine service between the Quality Inn-Capitol Hill and Dulles International Airport, Executive relies on two letters submitted by Mr. Prescott H. Pardoe, President and General Manager of the Quality Inn-Capitol Hill. Mr. Pardoe alleges that his hotel has 350 individual guest rooms, and that a daily average of five or six persons seek transportation from the hotel to Dulles International Airport. On Thursdays and Fridays, which appear to be heavy travel days, Mr. Pardoe contends that as many as fourteen persons seek such transportation. Although airport limousine service was at one time provided between the Quality Inn-Capitol Hill and Dulles International Airport, such service was discontinued some time ago. Mr. Pardoe asserts that there is a need for airport limousine service from the "Capitol Hill area" to Dulles International Airport and urges that Executive's application be granted.

Greyhound's currently effective tariff does not obligate the carrier to provide airport limousine service from the Quality Inn-Capitol Hill or any other point in the Capitol Hill area although Greyhound's certificate of public convenience and necessity would permit the operation of such a service. Greyhound admits that no such service is now offered, nor are we advised of any plans to inaugurate such a service. Instead,

Greyhound suggests that two different services which it does offer afford a sufficient and adequate airport transportation service between Dulles International Airport and the Capitol Hill area, including the Quality Inn-Capitol Hill. After a careful examination of the record, we do not share Greyhound's confidence in this regard.

First, Greyhound points to its scheduled airport coach service offered from three terminal points: 12th and K Streets, N. W., the Statler Hotel at 16th and K Streets, N. W., and the Washington Hilton Hotel at 1919 Connecticut Avenue, N. W. Greyhound contends that a "short and economical cab ride" renders this service accessible to Dulles International Airport passengers departing from the Capitol Hill area. An airport passenger, particularly one departing from Dulles International Airport which handles medium and long haul airline flights, will ordinarily be carrying luggage. In order to utilize Greyhound's coach service, such a passenger must first hail a taxicab (a process which alone can be quite difficult at certain hours of the day), juggle luggage between two vehicles at the transfer point, time his taxicab arrival to coincide with Greyhound's airport coach departure, and pay a combination taxi-coach fare of \$4.35.^{6/} Equally important, this combination service requires the passenger to follow a route which takes him into the heart of downtown Washington, with its heavy construction and traffic congestion, rather than departing directly for Dulles International Airport via the Southwest Freeway or some other

^{6/} We take official notice of the currently effective taxicab rates authorized by the Public Service Commission of the District of Columbia by its Order No. 5568 effective March 17, 1973. Those rates permit an 85¢ zone charge for taxicab transportation between the Quality Inn-Capitol Hill and the nearest airport coach terminal at 12th and K Streets, N. W. From that terminal, Greyhound's currently effective tariff provides for a \$3.50 fare to Dulles International Airport.

direct and less congested route. Such a service is, at the very best, far less convenient than the single-vehicle direct airport limousine which Executive proposes to operate at a \$4.00 fare.^{7/}

Second, Greyhound contends that it offers a "sedan service" which is available to persons in the Capitol Hill area on an advance request basis at a \$7.00 fare. While there is sharp disagreement as to whether Greyhound is, in fact, providing sedan service on request, we assume for present purposes that it is doing so.^{8/} We extensively explored Greyhound's sedan service in our Docket No. 217 which concerned Greyhound's 1970 application for rate increases. The record in that docket shows that sedan service was proposed by the carrier as an intermediate

^{7/} With its application, Executive submitted proposed limousine schedules. Two trips would initially be offered from the Quality Inn-Capitol Hill to Dulles International Airport, both of which were to be routed via the Burlington Hotel. Since we have today denied so much of Executive's application as would have authorized service at the Burlington Hotel, it may be that Executive's service, if authorized, would operate directly from the Capitol Hill area to the Dulles International Airport. Executive's proposed schedule for service from the Dulles International Airport to the Quality Inn-Capitol Hill calls for a single daily service with no en-route stops.

^{8/} It may be that further developments in this proceeding will require an evidentiary hearing to ventilate the opposing factual contentions of the parties with respect to the reliability and availability of the sedan service offered by Greyhound. At this stage, however, we do not believe such a hearing is required since, on the assumption which we have made that such service is, in fact, available on request, we are not certain that it is responsive to the alleged need for a direct airport limousine service from the Capitol Hill area to Dulles International Airport.

service, more expensive than economy limousine or coach service and less expensive than taxicab service, principally to afford a zone rate door-to-door airport service. Greyhound's witnesses who testified in support of this service repeatedly referred to residential destinations as the points which would be served by the sedans, and John F. Donohue, Greyhound's Operations Manager, testified:

"Well, [sedan service] is a service designed to give a passenger delivery to his home similar to a taxicab, but at a decreased rate where he can take a taxicab now immediately and pay a certain higher fee, a sedan service with a 15-minute wait and a five-stop ride will be a little bit more than limousine service but considerably less than taxi service."

While Greyhound's currently effective tariff does not exclude sedan service to or from a hotel, that tariff permits the company to designate the route(s) by which the sedan will travel, authorizes up to five en-route stops on the way to or from the Dulles International Airport, and permits a waiting time at the carrier's discretion. Such a service, we believe, is entirely appropriate when operated to or from a point which has only a sporadic public need for airport transportation. But where, as here, there is a substantial allegation of a recurring public need for regular airport limousine service, such an allegation cannot be answered solely by pointing to the availability of a \$7.00, advance reservation, five stop sedan service.

On the record before us, we are not convinced that Executive has made the requisite showing of an immediate and urgent need for the direct, economy airport limousine service which it proposes to operate. We have only the supporting assertions of a single hotel operator who projects a daily need of between five and fourteen passengers. There is no allegation of the different times of the day which such passengers need airport transportation, and we are therefore unable to decide whether Greyhound's existing advance reservation sedan service is sufficiently responsive to the alleged need, nor can we decide whether Executive's twice-per-day schedule, if authorized, would

be responsive to the need. More importantly, although Mr. Pardoe asserts that there is a need for direct and economical airport limousine service from the "Capitol Hill area," we have no evidence bearing on the extent of that need from any location in the Capitol Hill area other than the Quality Inn-Capitol Hill. That area, we know, contains many hotels which may have a similar need for direct Dulles International Airport service. In addition, the location of the Congress of the United States and other important government offices in the Capitol Hill area may bear on the public need for the direct limousine service which Executive seeks to operate. We need more information than we now have before we can responsibly pass on this application.

On the other hand, the record before us does not enable us to hold that Greyhound's existing service is sufficient and adequate even on the arguendo assumption which we have made that its sedan service is, in fact, available on request to passengers in the Capitol Hill area. The record before us shows that there may be a daily, recurring need for airport transportation between Dulles International Airport and the Capitol Hill area, but without the further data which we are permitting the parties to submit, we cannot assess the adequacy of Greyhound's existing service.

We have decided to defer further consideration of Executive's application to provide airport limousine service between Dulles International Airport and the Quality Inn-Capitol Hill for a period of fifteen (15) days during which time the applicant will be permitted to supplement its application by such other evidence as it may deem appropriate bearing on the immediate and urgent need for an economical, direct airport limousine service between the Capitol Hill area and Dulles International Airport and on its willingness and ability to meet that need. Our order will also permit Greyhound to submit for our further consideration whatever additional evidence it has with respect to these issues, as well as its own plans, if any, for implementing such other service as the carrier may deem required by the public convenience and necessity.

To enable the parties properly to prepare such additional material, and to enable us promptly to dispose of this application once the record is sufficiently complete, we deem it appropriate to add this additional word. While we can understand the desire of any hotel operator to have a direct airport limousine

service available for its guests, we do not believe it consistent with our regulatory responsibilities to permit a competitive service simply to accommodate a particular hotel's guests. Rather, we approach this facet of Executive's application by assessing the service available in a particular and identifiable area. Put differently, if Greyhound was offering a direct, economy limousine service from a point or points which provided adequate service to the Capitol Hill area, we would not authorize Executive to operate a competing service to the front door of the Quality Inn-Capitol Hill simply because that service would be more convenient for the hotel's guests. To embark on that course would be to require direct limousine service to every hotel and motel in the Metropolitan Area. Rather, we view our responsibility as commensurate with that of the carrier holding a certificate of public convenience and necessity. Both this Commission and Greyhound have a duty to see that convenient, adequate and economical airport transportation is available to any identifiable area having a recurrent and substantial need for such a service. This is the standard which we shall apply in our further consideration of Executive's application, and we will be aided in that endeavor if the parties will prepare their supplemental pleadings with this view in mind.

Finally, because the issues raised by this application directly bear on the public need for a direct limousine service from the Capitol Hill area to Dulles International Airport, we believe it appropriate to afford each air carrier serving that airport an opportunity, if it so desires, to submit a statement of its views together with whatever other information it may care to present bearing on the issues before us. In this connection, we note Greyhound's allegation that air carriers will not permit their crew members to share the same airport vehicle with members of the travelling public and that any service which Executive may be permitted to operate following our further consideration will, because of this policy, have to exclude air carrier crew members from utilizing scheduled public airport limousine service. The affected air carriers may wish to advise us of their position in this regard as well. To accomplish this, we will direct our staff to serve a copy of this order on each air carrier currently providing scheduled airline service at Dulles International Airport.

III

Two other matters brought to light by the record before us merit brief comment and further exploration.

In support of its application, Executive has alleged that it is currently operating a "limousine service to the general public" as well as a transportation service for "crew members for certain of the airlines between Dulles and downtown hotels, including The Burlington Hotel under special contract." The Compact requires that any carrier transporting persons for hire between points within the Metropolitan District (which includes Dulles International Airport and the Burlington Hotel) possess a certificate of public convenience and necessity from the Commission. Compact, Article XII, Section 1(a). While certain transportation services are exempted from the certification requirement, we cannot ascertain on the record before us whether or not Executive is now in violation of the provisions of the Compact in this regard. We will accordingly direct Executive to provide full and complete details of the transportation services which it is presently providing in the Metropolitan District together with its views as to whether such transportation services are exempt from the certification requirements of the Compact. Such information, we believe, is directly relevant to the fitness of Executive to operate the transportation service for which it seeks authority and should be explored prior to final action on Executive's application. Our order will so provide.

Greyhound has asserted that even were we to grant Executive's application, the Federal Aviation Agency (FAA) would not permit Executive to operate in accordance with our authority since to do so would violate the terms of Greyhound's "exclusive franchise" granted to it by the FAA.

In 1962, Congress gave its approval to certain Compact amendments, one of which expressly included Dulles International Airport within the Metropolitan Transit District and subjected all surface transportation for hire, except exempt operations, between the airport and other points in the Metropolitan Area to our regulatory jurisdiction. See P.L. 87-767 (87th Cong., 1962). The legislative history is quite explicit. As the House of Representatives Report states:

"With specific reference to motor carrier transportation service between fixed termini and on regular schedules to and from airports the Transit Commission concedes that such transportation is exempt from regulation under the Federal Motor Carrier Act. However, it points out that this vacuum in regulation, insofar as the National Capital region is concerned, has been filled by the compact. The Transit Commission notes that nowhere in the compact or in the legislative history was any mention made of exempting transportation to and from airports by motor vehicles, and that the only question which arose during the congressional hearing on the compact concerning the Commission's jurisdiction over transportation to and from airports was the question of jurisdiction over helicopters. It was agreed that the Commission's jurisdiction would not extend to cover helicopter operations. This, in the Transit Commission's contention, evidences an intention to give the Commission jurisdiction over all other forms of transportation except, of course, over vehicles falling within the taxicab exemption.

The Transit Commission claims that if it is properly and effectively to regulate transportation to and from airports, the size of the vehicle must not be allowed to defeat such regulation, and that unregulated transportation of eight passengers or less, performed between fixed termini on regular schedules would seriously impair the efficient operation of a carrier which had large sums of money invested in larger equipment.

. . .

The committee believes that the position of the Transit Commission is well taken and recommends that Congress give its consent to all four of the proposed amendments." H.R. Rep. No. 1979, 87th Cong., 2d Sess. at 5-6 (1962). See also, S. Rep. No. 2156, 87th Cong., 2d Sess. at 2, 5-6 (1962).

While, as the carrier holding a certificate of public convenience and necessity to provide the service for which Executive seeks our authority, Greyhound is entitled to the protections afforded it by the Compact and our implementing regulations, Greyhound is not guaranteed immunity from competition by any provision of law with which we are aware. In view of the very clear legislation to which we have referred, we have serious doubts as to the position which Greyhound attributes to FAA. Of course, as the operator of Dulles International Airport, the FAA has the authority to reasonably regulate the use of airport facilities, allocate space within the airport complex as it sees fit, and impose such other requirements and restrictions upon airport access and use as it finds in the public interest. But we do not believe the FAA has the power to bar a carrier authorized by the appropriate regulatory agency having jurisdiction over surface transportation for hire between Dulles International Airport and other points in the Metropolitan Transit District from performing transportation pursuant to that authority. See Universal Interpretative Shuttle Corp. v. Washington Metropolitan Area Transit Commission, 393 U.S. 186, 191 n.4 (1968). While we do not doubt Greyhound's good faith in advising us of the FAA's position as it understands it to be, we believe that such an important matter ought not to be resolved on the basis of the papers before us. We will accordingly invite the FAA to formally state its position to us with respect to these issues. If, in fact, the FAA claims the right to prohibit a carrier authorized by this Commission from conducting operations to or from Dulles International Airport pursuant to that authorization, we would be aided by a fuller statement of its contentions in order that we may responsibly discharge our duties under the Compact. On the other hand, if Greyhound has misunderstood the FAA's position, this issue need not detain us on further consideration of Executive's application.

We have considered the other matters pressed by the parties, but find that they do not warrant action contrary to that which we now direct.

THEREFORE, IT IS ORDERED:

1. That Greyhound Airport Service, Inc. be, and it is hereby, directed and ordered forthwith to observe the individual fares and the regulations and practices relating thereto set

forth in its currently effective WMATC Tariff No. 12, and to provide and perform all transportation in the manner stated in the aforesaid tariff, including expressly the furnishing of economy airport service between the Burlington Hotel, Washington, D. C. and Dulles International Airport in the manner and at the fares therein established.

2. That the application of Executive Limousine Service, Inc. for temporary authority to operate between the Burlington Hotel, Washington, D. C. and Dulles International Airport be, and it is hereby, denied without prejudice to renewal in the event that Greyhound Airport Service, Inc. fails to provide economy airport service between such points in accordance with its currently effective tariff.


3. That further consideration of the application of Executive Limousine Service, Inc., for temporary authority to operate between the Quality Inn-Capitol Hill, Washington, D. C. and Dulles International Airport be, and it is hereby, held in abeyance pending the filing of further statements and evidence as provided herein.

4. That Executive Limousine Service, Inc. and Greyhound Airport Service, Inc. be, and they are hereby, granted leave to submit supplemental pleadings on or before August 3, 1973, as provided herein.

5. That the staff be, and it is hereby, directed to serve a copy of this order on each air carrier providing regularly scheduled airline service to Dulles International Airport, and each such carrier be, and it is hereby, granted leave to submit a statement of its position on or before August 3, 1973, as provided herein.

6. That the staff be, and it is hereby, directed to serve a copy of this order on the Federal Aviation Agency and that agency is hereby invited to submit a statement of its position on or before August 3, 1973, as provided herein.

BY DIRECTION OF THE COMMISSION:


WILLIAM H. MCGILVERY
Acting Executive Director