Decision No. C03-0104

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

DOCKET NO. 02A-252BP-EXTENSION

IN THE MATTER OF THE APPLICATION OF FOUR WINDS, INC., D/B/A PEOPLE'S CHOICE TRANSPORTATION, INC., TO EXTEND OPERATIONS UNDER CONTRACT CARRIER PERMIT NO. A-9792.

ORDER DENYING EXCEPTIONS

Mailed Date: January 30, 2003
Adopted Date: November 20, 2002

I. BY THE COMMISSION

A. Statement

1. This matter comes before the Commission for consideration of Exceptions to Decision No. R02-927 (Recommended Decision) filed by applicant, Four Winds, Inc., doing business as People's Choice Transportation, Inc. (Four Winds), and Casino Transportation, Inc. (CTI). In that decision, the Administrative Law Judge (ALJ) recommended that the Commission dismiss the contract carrier application of Four Winds based on the fact that the contract carrier service proposed by Four Winds would impair the existing common carrier service provided by CTI pursuant to § 40-11-103(2), C.R.S., and 4 *Code of Colorado Regulations* (CCR) 723-23-4.1.

2. In its Exceptions, Four Winds objects to the ALJ's finding that Four Winds' proposed contract carrier service would impair CTI's existing common carrier authority in the proposed service area. Four Winds filed a transcript of the July 23, 2002 hearing along with its Exceptions. Although the ALJ recommended that Four Winds' application be dismissed, CTI nonetheless filed exceptions to the Recommended Decision. CTI objects to the ALJ's finding that the proposed service was contract carrier service as opposed to common carrier service. CTI

also objects to the ALJ's finding that Four Winds' proposed service met the criteria of 4 CCR 723-23-4.1.1, and that CTI could not meet the provisions of 4 CCR 723-23-4.1.2. Now being duly advised in the matter, we deny Four Winds' and CTI's Exceptions and affirm the Recommended Decision.

II. DISCUSSION

3. This proceeding involves an application for authority to operate as a contract carrier by motor vehicle for hire. Four Winds filed its application on May 6, 2002. Four Winds requests an extension of Contract Carrier Permit No. A-9792 to authorize the transportation of passengers between 88 Wadsworth Boulevard, Lakewood, Colorado and the Colorado Central Station Casino (Casino) located in Black Hawk, Colorado. The authority sought was to be restricted to customers and employees of Casino.

4. Specifically, Four Winds seeks to provide contract carrier service exclusively for Casino at no charge to the passengers. Casino would pay Four Winds a flat rate on a monthly basis. In exchange, Four Winds would dedicate two buses to the service, which would be completely wrapped with Casino advertising. Four Winds also anticipated dedicating employees to service the 88 Wadsworth Boulevard facility[1] and drivers, who would wear Casino uniforms.

5. The ride program anticipated by the parties is identical to a program Casino operates through Casino Coach, Inc., from facilities located in Aurora and Thornton, Colorado. Under the proposed program, employees of Casino ride the bus for free. Non-employee passengers may obtain a one-day pass redeemable at Casino's Slot Club, which entitles the

[1] The 88 Wadsworth Boulevard facility will contain Casino marketing information and customers will also be able to process their Casino cards. This information would then be faxed to Casino prior to customers' arrival.

passenger to a roundtrip pass. For a non-employee passenger to continue to ride for free, the passenger must put a certain amount of money into play, which will entitle that passenger to a five-roundtrip pass. Passengers that do not risk the required amount of money will not receive a five-ride pass and will not be allowed to ride for free again. Four Winds personnel will enforce the ride program and screen passengers to prevent abuse of the system.

6. CTI operates a facility at the Hobby Lobby store at 18301 W. Colfax Avenue, Golden, Colorado. It provides scheduled service between this facility and the Central City/Black Hawk area. The Hobby Lobby location is approximately one mile from Four Winds' proposed facility at 88 Wadsworth Boulevard. CTI currently provides hourly schedules to Black Hawk and Central City beginning at 6:30 a.m. It provides 21 roundtrips per day, 7 days a week from this location.

7. After a hearing at which Four Winds presented two witnesses and CTI presented one witness, the ALJ determined that, according to the criteria set forth in Rule 4.1 of the Commission's Rules, Regulations, and Civil Penalties Governing Contract Carriers of Passengers by Motor Vehicles, 4 CCR 723-23, Four Winds had not met its burden.

8. Rule 4.1, 4 CCR 723-23, states that:

> In an application for a permit or for an extension of a permit:
>
> 723-23-4.1.1 An applicant shall bear the burden of proving that the service it proposes to provide to potential customers is specialized and tailored to the potential customers' distinct needs.
>
> 723-23-4.1.2 An intervenor may then present evidence to show it has the ability as well as the willingness to meet the distinctly specialized and tailored needs of the potential customers.
>
> 723-23-4.1.3 If an intervenor establishes it has the ability and willingness to meet the distinctly specialized and tailored needs of the potential customers, the applicant must then demonstrate that it is better

equipped to meet such needs of the potential customers than the intervenor.

723-23-4.1.4 An intervenor must then establish that the proposed operation of the contract carrier will impair the efficient public service of common carriers serving the same area as is proposed in the application.

In the Recommended Decision, the ALJ used the above-criteria in making specific findings.

9. First, the ALJ determined that "Four Winds had satisfied Rule 4.1.1 in establishing that the service as proposed is specialized and tailored to meet the Casino's distinct needs." Second, the ALJ found that CTI presented evidence that "shows that it can meet some of the needs but not all of the needs of Casino. In particular, because of its common carrier duty to provide service to all that request it, it cannot provide common carrier service only to Casino's passengers and employees. Therefore, CTI does not satisfy its burden under Rule 4.1.2."

10. However, the ALJ found that CTI presented evidence sufficient to show that issuance of Four Winds' permit would substantially impair the efficient public service of CTI. According to the ALJ, the evidence demonstrated that CTI is in a precarious financial position for a number of factors. Further, placing a contract carrier facility within such close proximity to CTI's existing service point at the Hobby Lobby location would have a significant deleterious effect upon CTI, which would cause CTI to reduce the number of roundtrips to Central City/Black Hawk, which in turn would impair the efficient public service it provides. Therefore, the ALJ concluded that the Commission may not grant Four Winds' application pursuant to § 40-11-103(2), C.R.S.

A. Four Winds' Exceptions

11. Four Winds contends that the ALJ erred in dismissing its application. By dismissing the application because it impairs the operations of the intervening common carrier,

Four Winds urges that the ALJ has announced a new standard that gives impairment priority over the other standards required by 4 CCR 723-4. Four Winds asserts that the Commission is to only consider impairment when the contract carrier proposal is one for substantially the same or similar service as that offered by a common carrier intervenor.

12. Four Winds notes that § 40-11-103(2), C.R.S., precludes a grant of contract carrier authority if it will impair the efficient public service of a common carrier then adequately serving the same territory. Citing *Denver-Climax Truck Lines, Inc. v. Jim Chelf, Inc.*, 445 P.2d 399, 400 (Colo. 1968), for the proposition that what constitutes competing contract carrier services is tested by whether a contract carrier provides substantially the same or similar service as the intervenor common carrier, Four Winds posits that, if the proposed contract carrier service is not substantially the same or similar as the common carrier, the proposed service does not, as a matter of law, impair that of the common carrier.

13. Four Winds finds fault with the Recommended Decision because it does not refer to whether the proposed service would compete with or be substantially the same or similar service as provided by CTI, before utilizing impairment as justification for denial of the application. Based in its analysis of the historic role of impairment in contract carrier licensing matters, Four Winds concludes that "impairment is a criterion to be applied, if at all, not first, but last, after [the Commission] analyzes whether the proposed service is 'substantially the same or similar' to that of the intervening common carrier."

14. Four Winds argues that CTI failed to show any impairment as a result of the application for contract carrier authority. According to Four Winds, any financial problems CTI is experiencing is the result of bad management practices. Four Winds additionally points out

that the service it proposes here is identical to service this Commission granted to Casino Coach, Inc., in a previous application docket.

B. CTI's Exceptions

15. While CTI argues that the Commission should uphold the Recommended Decision dismissing Four Winds' application, it urges that the ALJ erred in finding the proposed service to be contract carrier service, rather than common carrier service. As a result, CTI concludes that the ALJ misapplied 4 CCR 723-4.

16. CTI cites language from Decision No. C80-702, where the Commission established criteria for granting contract carrier authorities, based on language in *Denver Cleanup Service v. P.U.C.*, 516 P.2d 1252 (Colo. 1977) for the proposition that Four Winds actually seeks common carrier service. In that decision, the Commission determined that:

> The applicant for a contract carrier permit must first establish that the transportation to be performed is within the definition of "contract carrier" by motor vehicle, § 40-11-103(1), C.R.S. This is proved in the following manner: there is a presumption that the proposed service constitutes common carriage, and the method of overcoming this presumption is to establish that the proposed service to a particular potential customer is distinctly different or superior to that of authorized common carriers.

According to CTI, Four Winds failed to overcome that presumption because the service being proposed was service to the general public and therefore common carrier service.

17. In support of its argument, CTI argues that the proposed service seeks to serve the general public because it solicits the general public for business and imposes no restrictions or limitations on its solicitation of potential gambling patrons. By CTI's reckoning, any person can ride as a first time rider or get a five-ride pass "with virtually no impediment to continued ridership and no enforcement of the requirements of the five-ride pass…"

18. CTI admonishes the Commission that should we attempt to distinguish the proposed service from common carriage by finding that Four Winds is obligated to transport only customers and employees of Casino, such a finding would be flawed. CTI asserts that because 10 to 15 percent of all riders each day are projected to be new riders with no prior Casino affiliation, on the average, the entire ridership for one out of every seven days will "consist solely of members of the public who are not [Casino] customers in the true meaning of the word…"

19. In addition, CTI argues that first-time riders cannot be considered customers of Casino, and therefore Four Winds is prohibited from transporting them because of the restriction on the application that limits carriage to customers of Casino. CTI reasons that in order to be a customer, one must have repeated or regular business dealings with Casino. According to CTI, Casino acts as nothing more than a tour broker in that it solicits unlimited ridership and attempts to put as many people as possible on a given bus for financial reasons.

20. CTI also urges that the ALJ misapplied 4 CCR 723-4. Carrying forward its argument that the proposed service is common carrier service, CTI contends that the ALJ could not have found that CTI could not meet the needs of Casino since it is a common carrier. CTI reasons that "the mere fact that a purported contract carrier offers to transport only one casino's passengers and employees does not present a meaningful difference from the existing CTI common carrier service, nor does it meet the criteria of Rule 4.1.1. CTI concludes that accepting the ALJ's analysis would promote a regulatory scheme where there is a presumption that every contract carrier application would be granted unless the common carrier intervenor could show impairment.

21. While we do not agree with CTI's assertions regarding the type of service proposed here, we agree with CTI that the ALJ's recommended dismissal of Four Winds' application was proper.

III. FINDINGS AND CONCLUSIONS

22. As stated *supra*, Rule 4.1, 4 CCR 723-23, states that in an application for a contract carrier permit:

> 723-23-4.1.1 An applicant shall bear the burden of proving that the service it proposes to provide to potential customers is specialized and tailored to the potential customers' distinct needs.
>
> 723-23-4.1.2 An intervenor may then present evidence to show it has the ability as well as the willingness to meet the distinctly specialized and tailored needs of the potential customers.
>
> 723-23-4.1.3 If an intervenor establishes it has the ability and willingness to meet the distinctly specialized and tailored needs of the potential customers, the applicant must then demonstrate that it is better equipped to meet such needs of the potential customers than the intervenor.
>
> 723-23-4.1.4 An intervenor must then establish that the proposed operation of the contract carrier will impair the efficient public service of common carriers serving in the same area as is proposed in the application.

23. Rule 4.1 requires a shifting burden from applicant to intervenor before an application for contract carrier service by motor vehicle can be granted. Rule 4.1.1 requires that the applicant prove that the proposed service is specialized and tailored to the potential customers' distinct needs. Once this burden is met, a common carrier intervenor must then show, pursuant to Rule 4.1.2, that it has the ability **and** willingness to meet the distinctly specialized and tailored needs of the potential customer. **If** an intervenor meets its Rule 4.1.2 burden, applicant must then demonstrate under Rule 4.1.3, that it is better equipped than the intervenor to meet the customer's needs. However, even if an intervenor fails to present evidence under

Rule 4.1.2 sufficient to establish it is better qualified than applicant to meet the customer's specialized and tailored needs, Rule 4.1.4 and § 40-11-103(2), C.R.S., requires that the contract carrier permit not result in impairment to common carriers.[2]

A. Rule 4.1.1.

24. The ALJ determined that Four Winds had established that it proposed to provide a service that is specialized and tailored to Casino's distinct needs, as required by Rule 4.1.1. At the hearing, Casino presented testimony that it desires to provide transportation service to its employees and customers. Although it utilizes common carriers, it prefers a contract carrier arrangement. In order to build loyalty and an identity with Casino, its strategy is to isolate its customers from any other casino's customers or employees. Casino hopes this will result in more customers placing more money into play at its establishment. Casino indicates it prefers contract carrier service because studies show that 60 to 80 percent of a customer's dollars spent on a trip to Black Hawk and Central City go to the first casino a customer visits. It is critical to Casino that it is the only stop for its customers.

25. As stated previously, Four Winds proposed to meet Casino's requirements under its strategy to transport its passengers and employees directly to Casino through several means. First, Four Winds would dedicate two buses to the proposed service, as well as dedicate employees to the service point at 88 Wadsworth Boulevard, all wearing Casino uniforms. Four Winds also proposed to dedicate uniformed drivers to the service and provide marketing materials exclusively from Casino, in addition to processing customers' casino cards.

[2] The Colorado Supreme Court noted in *Pollard Contracting Co., Inc. v. Public Utilities Commission*, 644 P.2d 7, 12 (Colo. 1982) that the Commission's guidelines now found in Rule 4.1 "are in accord with the statutory standard set forth in section 40-11-103(2), C.R.S."

26. We agree with the ALJ that the proposed program sustains Four Winds' burden of proof under Rule 4.1.1. We also agree that the proposal is identical to the *Application of Casino Coach* in Decision No. C01-727 (*Casino Coach I*). We found there that the proposed service was indeed contract carriage.

27. We decline to adopt CTI's argument that the service is in fact common carriage. We agree with CTI that the presumption is that an application for a contract carrier permit must first establish that the service to be provided is within the definition of "contract carrier" pursuant to § 40-11-103(1), C.R.S. *See Denver Cleanup Service*, 516 P.2d 1252 (Colo. 1977) *supra*. We also agree that this creates a presumption that the proposed service is one for common carriage and the applicant must overcome that presumption by showing the proposed service is distinctly different or superior to that of the authorized common carrier. *Id*. We disagree with CTI that Four Winds failed to overcome that presumption.

28. We find CTI's argument that the proposed service seeks to solicit the general public because it imposes no restrictions or limitations on its solicitation of potential gambling patrons to be without merit. As we indicated in *Casino Coach I* and in Decision No. C02-900 (*Casino Coach II*), sufficient restrictions and enforcement mechanisms are in place to restrict the passengers who ride under the program. Nothing in the testimony or CTI's arguments convinces us that this is common carriage. We find CTI's arguments unpersuasive that first-time riders do not meet the definition of "customer,"[3] and that because 10 to 15 percent of all riders are projected to be new riders -- therefore the entire ridership for one out of seven days will consist solely of members of the public. This strained reasoning is without logic.

[3] CTI argues that a customer can only be someone who regularly visits a business and establishes a long-term business relationship with that establishment.

B. Rule 4.1.2.

29. The ALJ next determined that intervenor CTI failed to meet its burden under Rule 4.1.2 that it had the ability to meet Casino's distinctly specialized and tailored needs. We do not find fault with this determination.

30. The ALJ reasoned that, because CTI held common carrier authority for the proposed service area, it must provide common carrier service for all who request it. Therefore, CTI could not provide common carrier service only to Casino's passengers and employees. Therefore, CTI did not satisfy its burden under Rule 4.1.2.

31. CTI argues that the fact that a contract carrier offers to transport only one casino's passengers and employees does not present a meaningful difference from the existing CTI common carrier service, nor does it meet the criteria of Rule 4.1.1. According to CTI, because anyone is a potential customer of Casino and because there is evidence that Four Winds is offering to transport only a potential contracting company's customers and employees in dedicated service, this can never satisfy Rule 4.1.1 because it automatically makes Rule 4.1.2 and Rule 4.1.3 nullities. CTI concludes that Rule 4.1.2 could never be met by a common carrier for the reasons noted by the ALJ and, therefore, Rule 4.1.3 would never have to be addressed by the contract carrier.

32. We are not persuaded by CTI's arguments. As the ALJ articulated, and as we indicated *supra*, the proposed service is distinct, specialized, tailored, and certainly different from any existing service provided by CTI. There is nothing in CTI's argument to dissuade us that the ALJ's analysis was based on the testimony and evidence provided and on sound legal principles.

33. Further, because we found CTI's arguments that the proposed service was in fact common carriage, rather than contract carrier service without merit, we find its remaining arguments based on that claim moot.

C. Rule 4.1.4.

34. The ALJ determined, based on the evidence and testimony presented at hearing, that issuance of the permit to Four Winds would substantially impair the efficient public service of CTI. The ALJ concluded that the close proximity of the proposed service point, and the diversion of traffic to Four Winds' proposed service would have a significant deleterious effect on CTI and likely cause it (at least in the short-run) to reduce its round trip service to Central City/Black Hawk, which in turn would impair the efficient public service that CTI provides. Ultimately, the ALJ determined that the proposed service could be the "deathblow" to CTI, causing it to cease operations completely.

35. Four Winds urges that the ALJ misapplied Rule 4 by giving precedence to the issue of impairment. We disagree with Four Winds that the ALJ announced a new standard that gives impairment priority over the other standards required by 4 CCR 723-4. Four Winds would have the Commission assign impairment to a subordinate standard only to be considered when a contract carrier proposal is one for substantially the same or similar service as that offered by a common carrier. This is incorrect.

36. Rule 4.1.4 parallels the statutory requirements of § 40-11-103(2), C.R.S., which requires that a permit be denied if, in the Commission's judgment, the proposed service will impair the efficient public service of any authorized common carrier "then adequately serving the same territory over the same general highway route." *Id.* In *McKay v. P.U.C.*, 104 Colo. 402, 91 P.2d 965 (1939), the Colorado Supreme Court held that a consideration of the history of

legislation regulating motor vehicle common carrier, private carriers, and commercial carriers convinced the court that the clear, manifest intent of the legislature was to coordinate motor vehicle transportation operation for hire or compensation on the public highways of Colorado in separate compartments, so there would be no serious conflict, and to aid efficient regulation in the public interest. *Id.* at 104 Colo. 402, 408, 91 P.2d 965, 969. The court went on to hold that the clear legislative intent is that the authorization of a private carrier is not to be detrimental, within the limits of the law, to common carrier operations. *Id*. No permit for a contract carrier can be granted if in the Commission's opinion, based upon proper evidence, such contract carrier operation impairs the efficient public service of an authorized common carrier serving the same territory, or over the same highways or routes. *Id*. In a long line of subsequent case law, the supreme court has consistently upheld that impairment standard. *See Archibold v. P.U.C.*, 115 Colo. 190, 171 P.2d 421 (1946); *Donahue v. P.U.C.*, 145 Colo. 499, 359 P.2d 1024 (1961); *Ward Transportation, Inc. v. P.U.C.*, 151 Colo. 76, 376 P.2d 166 (1962); *P.U.C. v. Stanton Transportation Co.*, 153 Colo. 372, 386 P.2d 590 (1963); *Delue v. P.U.C.*, 169 Colo. 159, 454 P.2d 939, *cert denied*, 396 U.S. 956, 90 S.Ct. 428, 24 L.Ed. 2d 421 (1969).

37. In *Pollard Contracting*, 644 P.2d 7 (Colo. 1982) *supra*, the supreme court upheld a Commission decision granting a contract carrier permit to applicant White and Sons Construction, Inc. (White), over the objections of common carrier intervenor Pollard. There, the court found that contract carrier applicant White established it could provide a service distinctly superior to that of Pollard. Pollard was able to establish it had the ability and willingness to provide the service. White, in turn, established that it was better equipped to meet the distinctly different need than Pollard. However, Pollard was unable to show that the proposed service

would impair Pollard's common carrier service, mostly because Pollard failed to show that it had ever provided the service in question, *Id*. at 12.

38. The supreme court expressly approved of the Commission's manner of determining whether or not to grant the contract carrier permit. The court found that the Commission's Guideline "C," which has since been superseded by current Rule 4.1[4] was the correct method of analysis for a contract carrier application. *Id*. at 11. The court also found that the Commission's guidelines "are in accord with the statutory standard set forth in section 40-11-103(2), C.R.S." The court affirmed the Commission's grant of authority to White. *Id*. at 12.

39. Rule 4 CCR 723-23-4 was promulgated after much guidance from the Colorado Supreme Court. As cited by the ALJ, *Denver Cleanup Service v. P.U.C.*, 516 P.2d 1252 (Colo. 1977); *Pollard Contracting*, 644 P.2d 7 (Colo. 1982); and *Ace West Trucking v. P.U.C.*, 788 P.2d 755 (Colo. 1990) all continued the supreme court's consistent analysis that shaped the standards that now appear in Rule 4. Throughout the legislative, judicial, and administrative history of this rule, there is nothing to indicate that Rule 4.14 is relegated to a subordinate status that may or may not be considered in granting an application for contract carrier authority. By the same token, there is also nothing to indicate that the ALJ gave this rule priority over Rules 4.1.1, 4.1.2,

[4] In relevant part, Guideline "C" stated:

> The proper procedure, therefore, is for the applicant first to demonstrate that the undertaking it proposes is specialized and tailored to a shipper's distinct or superior transportation need. The protestants than may present evidence to show they have the ability as well as the willingness to meet that specialized or distinctively different need. If that is done then the burden shifts to the applicant to demonstrate that it is better equipped to meet the distinct or superior needs of the shipper than the protestants. The protestant must establish that the proposed operation of the contract carrier will impair the efficient public service of common carriers serving in the same area.

or 4.1.3. His analysis followed the regular progression that this Commission has generally followed in determining such applications.

40. Further, the case law cited by Four Winds does not support its argument regarding impairment. Nothing in *Denver-Climax Truck Lines*, 445 P.2d 399 (Colo. 1968), indicates that the court held that impairment was an issue subordinate to the other requirements of Rule 4. Four Winds also cites *Denver-Climax Truck Lines* for the proposition that what constitutes competing contract carrier service is tested by whether a contract carrier provides substantially the same or similar service as the intervenor common carrier. We agree with Four Winds to the extent it cites *Denver-Climax Truck Lines* for this proposition. However, Four Winds goes on to conclude, *citing Denver-Climax Truck Lines*, that "impairment is a criterion to be applied, if at all, not first but last, after [the Commission] analyzes whether the proposed service is 'substantially the same or similar' to that of the intervening common carrier." We find no such reference in that opinion as Four Winds indicates. We therefore, deny Four Winds' Exceptions in their entirety.

D. ALJ's Analysis Regarding Casino Coach I and II and Admired Transportation

41. The ALJ indicates that the Commission has issued conflicting opinions on whether it may consider Rule 4.1.4 when a common carrier intervenor has not met its burden under Rule 4.1.2. Specifically, the ALJ refers to our decisions in *Casino Coach I and II* and the *Application of Admired Transportation* Decision No. C02-558 (*Admired Transportation*). The ALJ found that while *Casino Coach I* and *II* seemed to evaluate impairment even though there was no reason to consider Rule 4.1.3, in *Admired Transportation*, in focusing on the word "then" in Rule 4.1.4, we determined that impairment could not be considered unless an applicant met its burden under Rule 4.1.3.

42. To the extent confusion exists regarding these three orders, we clarify it here. Impairment analysis is not tied to an applicant meeting its burden of proof under Rule 4.1.3. We specifically point to Paragraph III B in the *Admired Transportation* decision for clarification. There, we stated that:

> "… if a party fails to meet its burden in one of the subsections, the analysis goes no further. This comes with the proviso that the statutory requirement of § 40-11-103(2), C.R.S., (that the contract carrier permit not result in impairment to common carriers) be met. (Emphasis added).

Since the language of Rule 4.1.4 parallels that of the statutory requirements of § 40-11-103(2), C.R.S., we clarify here that regardless of whether an applicant has met its burden of proof under Rule 4.1.3, impairment may also be considered in a contract carrier application.

E. Conclusion

43. Pursuant to the above discussion, we therefore find that the ALJ's foundation for determining that CTI did not meet its burden under Rule 4.1.2, and that CTI did meet its burden under Rule 4.1.4 showing the proposed service would impair its common carrier authority over the same territory, highways, and routes sound and deny the exceptions of Four Winds and CTI, and uphold the ALJ's Recommended Decision.

IV. ORDER

A. The Commission Orders That:

1. The Exceptions filed by Casino Transportation, Inc., to Decision No. R02-927 are denied.

2. The Exceptions filed by Four Winds, Inc., doing business as People's Choice Transportation, Inc., to Decision No. R02-927 are denied.

3. The 20-day period provided for in § 40-6-114, C.R.S., within which to file applications for rehearing, reargument, or reconsideration begins on the first day following the Mailed Date of this Decision.

4. This Order is effective on its Mailed Date.

B. ADOPTED IN COMMISSIONERS' WEEKLY MEETING November 20, 2002.

(S E A L)

ATTEST: A TRUE COPY

Bruce N. Smith
Director

THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF COLORADO

RAYMOND L. GIFFORD

POLLY PAGE

JIM DYER

Commissioners

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