

BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

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Chair
Commissioner
Commissioner
Commissioner
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In the Matter of Onvoy, Inc.'s Complaint
Against Qwest and Request for Expedited
Hearing

ISSUE DATE: December 19, 2002

DOCKET NO. P-421/C-01-1896

ORDER ON RECONSIDERATION
AWARDING INTEREST

PROCEDURAL HISTORY

On December 26, 2001, Onvoy Inc. (Onvoy) filed a complaint against Qwest Corporation (Qwest). Onvoy alleged that Qwest failed to properly bill Onvoy for the costs of cageless and caged collocation and to promptly provision and accurately bill Onvoy with respect to Qwest's provision of Local Interconnection Service (LIS) trunks. Onvoy requested that the Commission conduct an expedited hearing pursuant to Minn. Stat. §237.462, subd. 6 to resolve its claims against Qwest.

Qwest filed an answer on January 11, 2002 and included a counterclaim alleging Onvoy owes Qwest for unpaid charges related to Onvoy's collocation and LIS trunk orders.

On February 11, 2002, the Commission issued its NOTICE AND ORDER FOR HEARING. In that order, the Commission referred the matter to an administrative law judge (ALJ) for a contested case proceeding pursuant to Minn. Stat. § 237.081, subd. 2.

Following hearings and briefings, ALJ Kathleen D. Sheehy filed her Findings of Facts, Conclusions of Law and Recommendations (ALJ's Report) on April 12, 2002.

On July 3, 2002, the Commission issued its ORDER RESOLVING COMPLAINT, SETTING COLLOCATION PRICES, AND SETTING PROCEDURAL SCHEDULE.

On July 16, 2002, Qwest filed a request for rehearing and to stay the effect of the Commission's July 3 Order.

On July 23, 2002, Onvoy filed a request for reconsideration.

On July 26, 2002, the Minnesota Department of Commerce (the Department) filed comments opposing many of Qwest's requests for reconsideration.

On August 2, 2002, Qwest filed comments opposing Onvoy's request for reconsideration.

The matter returned to the Commission on September 17, 2002.

FINDINGS AND CONCLUSIONS

I. BACKGROUND

The Telecommunications Act of 1996¹ (the Act) seeks to promote competition in the local exchange telephone market. To this end, the Act directs an incumbent local telephone company –

- to permit competing firms to interconnect with its system, including permitting a competitor to locate plant within the incumbent’s offices (collocation),
- to permit a competitor to purchase services from the incumbent at wholesale rates for resale, and
- to permit a competitor to use desired elements of the incumbent’s network, unbundled from undesired elements, at “rates, terms and conditions that are just, reasonable and nondiscriminatory....” 47 U.S.C. § 251(c).

The Act directs incumbents to negotiate in good faith regarding these obligations. 47 U.S.C. § 251(c)(1). A competitor desiring to provide local exchange service may seek agreements with an incumbent related to interconnecting to the incumbent’s network, the purchase of finished services for resale, and the purchase of the incumbent’s unbundled network elements (UNEs). 47 U.S.C. §§ 251(c), 252(a). If the incumbent and the competitor cannot reach an agreement within the time frame specified in the Act, either party may petition the state commission to arbitrate the dispute. 47 U.S.C. § 252(b). Finally, to help create a “level playing field” between competitors and incumbents, the Act provides for “collocation” – that is, competitors may rent space within the incumbent’s facilities, install their equipment there, interconnect their equipment with the incumbent’s equipment, and transmit calls for customers.

On December 2, 1996, the Commission initiated the Generic Cost Docket² to arbitrate the prices for UNEs and interconnection with US West Communication, Inc. (US West), predecessor to Qwest.

On November 3, 1999, MEANS Communications Corporation, predecessor to Onvoy, entered into an interconnection agreement with US West.³ The agreement provides for payments based initially on interim rates, with the understanding that parties would retroactively bill each other

¹Pub.L.No. 104-104, 110 Stat. 56, codified in various sections of Title 47, United States Code.

²*In the Matter of a Generic Investigation of US West Communications, Inc.’s Cost of Providing Interconnection and Unbundled Network Elements*, Docket No. P-442, 5321, 3167, 466, 421/CI-96-1540 (Generic Cost Docket).

³Agreement for Local Wireline Network Interconnection and Service Resale between MEANS Communications Corporation and U S WEST Communications, Inc., CDS-98110200172, Minnesota.

(“true up”) based on permanent rates established in subsequent Commission orders. The agreement also provided for US West to pay penalties to Onvoy if US West’s service did not meet certain established direct measures of quality (DMOQs).

On March 10, 1999, Onvoy asked to collocate its equipment within a US West office, and asked that the area be fenced-off, or “caged,” in order to provide security. On October 1, 1999, Onvoy made ten requests to collocate additional equipment, but did not request cages. Onvoy also requested LIS trunks, which consist of cables connecting Onvoy’s facilities collocated within US West’s offices to Onvoy’s facilities located beyond US West’s offices.

On June 22, 2000, the Generic Cost Docket closed when the time for filing objections to the final compliance filing lapsed. In the course of this docket, the Commission had selected the Collocation Cost Model for establishing collocation costs.⁴

Given that the Commission had established collocation prices lower than the interim collocation prices, Onvoy requested a refund on November 13, 2000. Qwest, successor to US West, presented its calculated refund to Onvoy in April, 2001. When the parties reached an impasse about the amount of the refund due, Onvoy initiated the current complaint. Qwest counterclaimed, alleging that Onvoy still owed Qwest money under the interconnection agreement.

On July 3, 2002, the Commission issued its Order in this matter. Among other things, the Commission –

- rejected Qwest’s argument that the scope of the current docket must encompass the reconsideration of the Commission’s selection of a cost model in the Generic Cost Docket,
- established a price for providing power to collocation sites, but prohibited Qwest from billing Onvoy retroactively for the cost of converting alternating current (AC) power to direct current (DC) power,
- established a recurring charge for preparing a cageless site for collocation,
- found that Qwest had failed to reimburse Onvoy for the nonrecurring cost of entrance facilities and power; and the recurring cost of AC power and cageless space preparation,
- concluded that the interconnection agreement’s DMOQ provisions applied to Qwest’s failure to provide LIS trunks on a timely basis, and directed Qwest to make its DMOQ payments within 30 days of the Order, and
- declined to order that either party pay interest to the other for payments due.

II. REQUESTS FOR RECONSIDERATION AND REHEARING

A. Qwest Motion

Qwest asked the Commission to reconsider its decision –

- awarding DMOQ payments for Qwest’s failure to provide LIS trunks in a timely fashion,
- prohibiting Qwest from billing Onvoy retroactively for the recurring cost of converting AC

⁴*Id.*, ORDER RESOLVING COST METHODOLOGY, REQUIRING COMPLIANCE FILING, AND INITIATING DEAYERAGING PROCEEDING (May 3, 1999).

- power to DC power,
- establishing the nonrecurring cost (NRC) for providing 200 amp DC power, and
- declining to reconsider its choice of collocation cost model.

Qwest also asked the Commission to stay the effect of its decision to award DMOQ penalties pending a Commission ruling on Qwest's motion.

B. Onvoy Motion

Onvoy asked the Commission to reconsider its decision –

- establishing charges for preparing space in Qwest's offices for collocation, and
- refraining from awarding interest charges for past-due sums.

III. COMMISSION ACTION

A. Reconsideration Generally

Having reviewed the full record of this proceeding and provided an opportunity for all parties to be heard, the Commission finds that most of the arguments do not raise new issues, do not point to new and relevant evidence, do not expose errors or ambiguities in the original Order, and do not otherwise persuade the Commission that it should change its original decision. Except as regards the issue of interest payments, discussed below, the Commission concludes that the Commission's July 3 Order establishes policies that are the most consistent with the facts, the law, and the public interest.

B. Motion for Stay

Qwest asks the Commission to stay its order that Qwest pay its DMOQ penalties to Onvoy until the Commission rules on its petition for reconsideration. Having now ruled on Qwest's petition, the Commission finds that this motion is moot.

C. Interest

With respect to the issue of awarding interest, however, the Commission is persuaded to reconsider its prior decision.

1. The July 3 Order

The ALJ's Report recommended that the Commission make the following findings, among others:

- Qwest overcharged Onvoy for nonrecurring charges associated with Onvoy's collocations, and wrongfully withheld DMOQ penalties for failing to provide LIS trunks on a timely basis.
- The Commission has the authority to award interest.
- Qwest should pay Onvoy 6% interest on the amount of these withheld sums as a means of

inducing Qwest to comply more promptly with its interconnection obligations in the future.⁵

- Onvoy need not pay interest on the overdue charges owed to Qwest; the late payments resulted from Qwest's failure to bill Onvoy promptly and accurately.⁶

In its July 3 Order the Commission adopted these recommendations except as regards interest. The Commission concluded that, since the Commission was not directing Onvoy to pay interest to Qwest, equity required the Commission to refrain from ordering Qwest to pay interest to Onvoy.

2. Party Positions

Onvoy disputes the conclusion that equity requires the Commission to refrain from assessing interest on either party. Refraining from awarding either side interest does not accord both sides equal treatment. The amount owed by Qwest to Onvoy far exceeded the amount owed by Onvoy to Qwest. As a result, Qwest's inaction and delay has imposed a greater cost on Onvoy than Onvoy has imposed on Qwest. If the Commission is convinced that it must rule uniformly on the question of interest payments, it should require interest payments by both parties.

Qwest does not respond to the policy arguments raised by Onvoy. Instead, while Qwest concludes that the Commission "properly exercised discretion to award no interest," Qwest generally argues that the Commission has no discretion in this matter. According to Qwest, the Commission lacks authority expressly authorizing interest payments to third parties, and therefore the Commission cannot make such an award.

The Department's comments did not address this issue.

3. Commission Action

a. Reasons for awarding interest

The ALJ recommended that this Commission award interest payments to Onvoy, noting that such payments would give Qwest the appropriate incentive to comply with Commission orders:

Public policy warrants an award of interest for the overcharges for NRCs [non-recurring costs] associated with Onvoy's collocations. Onvoy should receive simple interest at the rate of 6% on the NRCs owed to it by Qwest, calculated from six months after the June 13, 2000 compliance filing through the date of payment. An award of interest on the NRCs owed to Onvoy should provide Qwest with an incentive to conduct future true-ups on a timely basis and consistently with the

⁵ALJ's Report, Conclusions of Law ¶ 15.

⁶*Id.* ¶ 16.

Commission's orders. Onvoy is also entitled to interest at a rate of 6% on the DMOQ credits, from October 18, 2000. An award of interest at this rate should provide Qwest with an incentive to comply with the DMOQ provisions of the Agreement.⁷

Upon reconsideration, the Commission is persuaded of the merit of this recommendation.

Interest reflects the time value of money, and is routinely awarded in business litigation.⁸ By withholding money that should have been paid to Onvoy, Qwest caused two results. First, Qwest was able to use Onvoy's money. That is, while Qwest held Onvoy's money Qwest was able to borrow less and spend more (whether for plant or operating costs or investments) than it otherwise would have. Second, Qwest was able to deprive a competitor of the use of its money. That is, while it held the money Qwest was able to force Onvoy to borrow more and spend less than Onvoy otherwise would have.

So even if today Qwest were to give Onvoy the nominal amount it wrongfully withheld in the past, Onvoy would not be made whole. That remedy would not restore to Onvoy the value of the use of its money during that period; nor would it deprive Qwest of that value. To restore both parties to the situation that they would have faced if they had acted in conformance with the interconnection agreement, Qwest must return to Onvoy both the nominal amount that was withheld (the principal) and the value Onvoy might have accrued if it had had the use of its money during the period in question (the interest). Anything less would fail to compensate Onvoy, and leave Qwest with an incentive to withhold funds in the future.⁹

Where one party has a legal obligation to pay money to another party, and where the parties have not specified a different interest rate to accrue on that obligation, the Legislature prescribes a rate of 6%. Minn. Stat. § 334.01, subd. 1. Finding that a debt is owed and not finding any other interest rate prescribed by the parties, the ALJ recommends that the Commission award interest at a rate of 6%. ALJ's Report ¶¶ 98-104.

The Commission finds the ALJ's recommendations reasonable and its arguments persuasive. The Commission will direct both Onvoy and Qwest to pay interest on their indebtedness to the other at a rate of 6%.

⁷ALJ's Report, Conclusions of Law ¶ 15.

⁸*McCormack v. Hanksraft Co.*, 281 Minn. 571, 161 N.W.2d 523 (1968); *Henry v. Metropolitan Waste Control Comm'n*, 401 N.W.2d 401 (Minn. App. 1987), citing *In Re Defenses & Objections to Personal Property Taxes for the 1969 Assessment*, 226 N.W.2d 296, 299 (Minn. 1975), and *Nutt v. Ellerbe*, 56 F.2d 1058, 1062 (E.D.S.C. 1932) (interest is not penalty, but is payment for the loss of use of money that comports with modern financial practice).

⁹*Henry, id.* at 407 (failure to award interest deprives party of adequate remedy).

b. Authority to award interest

i. Statutory language

In recommending that the Commission direct Qwest to pay Onvoy interest on withheld payments, the ALJ recognized the Commission's long-standing authority to implement such a recommendation: "Minn. Stat. § 216B.23, subd. 2, provides the Commission with legal authority to require the payment of interest."¹⁰

Qwest disputes this aspect of the ALJ's Report, arguing that § 216B.23, subd. 1 only provides for findings regarding existing rates, and limits Commission remedies to making orders about future acts. Whatever the merits of Qwest's argument with respect to § 216B.23, subd. 1, the ALJ's Report based its finding on § 216B.23, *subd. 2*, which is not so constrained. It states as follows:

Whenever the commission shall find any regulations, measurements, practices, acts or service to be unjust, unreasonable, insufficient, preferential, unjustly discriminatory or otherwise unreasonable or unlawful, or shall find that any service which can be reasonably demanded cannot be obtained, the commission shall determine and by order fix reasonable measurements, regulations, acts, practices or service to be furnished, imposed, observed and followed in the future in lieu of those found to be unreasonable, inadequate or otherwise unlawful, and shall make any other order respecting the measurement, regulation, act, practice or service as shall be just and reasonable.

Similar to subdivision 1, subdivision 2 provides for the Commission to determine and fix practices to be observed and followed in the future; since those practices are already set forth in Commission orders and the interconnection agreement, that remedy is unnecessary here. But unlike subdivision 1, subdivision 2 provides for the Commission to "make any other order respecting the measurement, regulation, act, practice or service as shall be just and reasonable."

Moreover, the Commission has still broader and clearer authority under Minnesota Statutes § 237.081, the statute under which the Commission referred this matter to the ALJ. Subdivision 4 of that statute provides --

Whenever the Commission finds, after a proceeding under subdivision 2, that (1) a service that can be reasonably demanded cannot be obtained, (2) that any rate, toll, tariff, charge, or schedule, or any regulation, measurement, practice, act, or omission affecting or relating to the production, transmission, delivery, or

¹⁰ALJ's Report, Conclusions of Law ¶ 15. See also *In the Matter of a Complaint by the Minnesota Department of Public Service Against Interstate Power Company*, Docket No. G,E-001/M-90-875 ORDER DISMISSING DEPARTMENT'S COMPLAINT AND APPROVING COMPANY'S REFUND OF OVERCHARGES WITHOUT INTEREST (November 13, 1991) (addressing authority to impose interest charges). The Minnesota Department of Public Service was subsequently merged into the Minnesota Department of Commerce.

furnishing of telephone service or any service in connection with telephone service, is in any respect unreasonable, insufficient, or unjustly discriminatory, or (3) that any service is inadequate, the commission shall make an order respecting the tariff, regulation, act, omission, practice, or service that is just and reasonable....

This statute has the advantage of expressly addressing a telephone company's acts and *omissions*. Directing Qwest to pay interest for having failed to make timely payments is precisely the type of order contemplated by the statute.

Finally, the parties' interconnection agreement addresses the need for interest payments at multiple points, demonstrating the parties' clear intent that interest be due on overdue sums. And while the agreement does not specify an interest rate at every clause, it does expressly provide that the agreement would be governed by Minnesota law.¹¹ As discussed above, Minnesota Statutes § 334.01, subd. 1 prescribes an interest rate of 6% for any legal indebtedness unless otherwise contracted for in writing. Nothing in the parties' interconnection agreement precludes the application of Minnesota Statutes § 334.01, subd. 1 under these circumstances.

ii. Implied authority

Nevertheless, Qwest notes that the Commission does not have specific jurisdiction to administer Minnesota Statutes § 334.01, subd. 1, and that the statutes administered by the Commission do not mention interest payments expressly. Qwest cites the *Peoples Natural Gas* case for the assertion that agencies only have the powers provided to them by statute:

The legislature states what the agency is to do and how it is to do it. While express statutory authority need not be given a cramped reading, any enlargement of express powers by implication must be fairly drawn and fairly evident from the agency objectives and powers expressly given by the legislature. "Neither agencies nor courts may under the guise of statutory interpretation enlarge the agency's powers beyond that which was contemplated by the legislative body." *Waller v. Powers Department Store*, 343 N.W.2d 655, 657 (Minn.1984). The question here is whether the legislature intended, without saying so, to confer a ... power on the Commission. We have no ambiguous language to construe, unless perhaps the ambiguity of silence. Consequently, we must look at the necessity and logic of the situation.¹²

¹¹Agreement for Local Wireline Network Interconnection and Service Resale between MEANS Communications Corporation and U S WEST Communications, Inc., CDS-98110200172, Minnesota, § 20.1 Governing Law/Compliance With Laws.

¹²*Peoples Natural Gas Co. v. Minnesota Public Utilities Commission*, 369 N.W.3d 530, 534 (Minn. 1985) (*Peoples Natural Gas*).

Consistent with this holding, to determine whether the Commission's authority can be construed under the "necessity and logic of the situation" to permit the awarding of interest, a review of the agency's "objectives and powers" is in order.

Commission powers are set forth throughout Minnesota Statutes chapters 216, 216A, 216B and 237. The Commission has various powers, including legislative and quasi-judicial functions. Minn. Stat. § 216A.05, subd. 1. "Quasi-judicial function" means the promulgation of all orders and directives of particular applicability governing the conduct of the regulated persons or businesses, together with procedures inherently judicial. Minn. Stat. § 216A.02, subd. 4.¹³ Awarding interest on amounts wrongfully withheld is an inherently judicial function. It is precisely the function needed to make Onvoy whole.

The Commission's objectives, at least where telecommunications is concerned, are set forth by the Legislature at Minnesota Statutes § 237.011 ("Telecommunications goals").

The following are state goals that should be considered as the commission executes its regulatory duties with respect to telecommunication services:

- (1) supporting universal service;
- (2) maintaining just and reasonable rates;
- (3) encouraging economically efficient deployment of infrastructure for higher speed telecommunication services and greater capacity for voice, video, and data transmission;
- (4) encouraging fair and reasonable competition for local exchange telephone service in a competitively neutral regulatory manner;
- (5) maintaining or improving quality of service;
- (6) promoting customer choice;
- (7) ensuring consumer protections are maintained in the transition to a competitive market for local telecommunications service; and
- (8) encouraging voluntary resolution of issues between and among competing providers and discouraging litigation.

As discussed above, the practice of awarding interest helps to ensure that Qwest honors the true-up provisions of Commission orders -- including orders incorporating interconnection agreements -- thereby promoting just and reasonable rates (Goal 2). By removing the incentive for Qwest wrongfully to withhold funds belonging to competitors, it encourages fair and reasonable competition for local exchange telephone service in a competitively neutral regulatory manner (Goal 4). Removing the incentive to engage in anti-competitive conduct should facilitate competition, thereby promoting customer choice (Goal 6), potentially including the choice to

¹³*Breimhorst v. Beckman*, 35 N.W.2d 719, 734 (Minn. 1949) (constitution does not bar agency from exercising adjudicatory powers so long as agency's judicial awards and determinations are "not only subject to review by certiorari, but lack judicial finality in not being enforceable by execution or other process in the absence of a binding judgment entered thereon by a duly established court."); *Wulff v. Tax Court of Appeals*, 228 N.W.2d 221, 223 (Minn. 1979); *Quam v. State*, 391 N.W.2d 803, 810 n. 6 (Minn. 1986).

receive service from higher-quality competitors (Goal 5). Finally, by removing the financial incentive to delay resolving disputes, a policy of assessing interest charges should encourage voluntary resolution of issues between and among competing providers and discouraging litigation (Goal 8).¹⁴

Similarly, the Legislature directs the Commission to “protect against cross-subsidization, unfair competition, and other practices harmful to promoting fair and reasonable competition....”¹⁵ Qwest’s unwarranted delay in compensating Onvoy became, in effect, an involuntary loan extracted from a competitor. It was harmful to promoting fair and reasonable competition, it subsidized Qwest at the expense of Onvoy, and it may well constitute unfair competition.

Finally, it is instructive to note that other states generally conclude that administrative agencies have implied authority to assess interest as part of their general enforcement powers.¹⁶

¹⁴*Glodek v. Rowinski*, 390 N.W.3d 477 (Minn.App. 1986) (Awards of pre-judgment interest are designed to serve two functions: 1) to compensate prevailing parties for the true cost of money damages incurred, and 2) to promote settlements.)

¹⁵Minn. Stat. § 237.16, subd. 8(7). See *US WEST v. Minnesota PUC*, 55 Fed. Supp. 2d 968 (D. Minn. 1999) (section 237.16, subd. 8 lists Commission powers).

¹⁶*Board of Education of the City of Newark, Essex County v. Levitt*, 484 A.2d 723, 727-28 (N.J. Super. 1984) (“[A]lthough this power [to award interest] has not been expressly accorded to the Commissioner by statute, it is nevertheless an ancillary power which he must be deemed to have in order fully to execute his statutory responsibility to hear and determine all controversies and disputes arising out of the school laws.”); *New Jersey Dept. Of Labor v. Pepsi-Cola Co.*, 765 A.2d 760, (N.J. Super. 2001), *aff’d* 784 A.2d 64 (N.J. 2001); *Currie v. Workers’ Compensation Appeals Bd.*, 17 P.3d 749 (Cal. 2001); *Conway v. Electro Switch Corp.*, 523 N.E.2d 255, 258 (Mass. 1988) (agency power to award interest implied “within the exercise of broad agency discretion to fashion appropriate remedies”); *Thompson v. State board of Pension Trustees*, 552 A.2d 850, 852 (agency has implied authority to award interest consistent with state’s general interest statute); *Maryland Port Administration v. C. J. Langenfelder & Son, Inc.*, 438 A.2d 1374, 1385 (Md. 1982) (agency authority to award interest is one of “those powers which are necessarily, or fairly or reasonably, implied as an incident to the powers expressly granted”); *Anderson v. State of Wisconsin Labor and Industry Review Comm’n*, 330 N.W.2d 594 (Wisc. 1983) (agency should award interest if necessary to fulfill statutory mission); *BellSouth Telecommunications, Inc. v. Tennessee Regulatory Authority*, 2002 WL 1558598 (Tenn. App. 2002). *But see, AFL-CIO v. Unemployment Ins. Appeals Bd.* 920 P.2d 1314 (Cal. 1996) (agency lacks authority to award interest on unemployment benefits.); *Johnson v. Human Rights Comm’n*, 527 N.E.2d 883 (Ill. App. 1988).

Consistent with the standard articulated in *Peoples Natural Gas*, the Commission's authority to award interest is "fairly drawn and fairly evident from the agency objectives," especially when those objectives are read in light of the "necessity and logic of the situation." Indeed, in this newly-competitive regulatory environment, the Commission could not give effect to its statutorily-prescribed objectives without exercising its authority to award interest.

c. Conclusion and Implementation

For the forgoing reasons, the Commission finds that an award of interest charges is both supported by the facts and authorized by the law. The Commission will direct both parties to pay interest to the other on the amounts awarded in this docket.

To facilitate implementation of this Order, the Commission will establish the following procedural schedule: Within two weeks of this Order, Onvoy and Qwest shall revise their true-up calculations to reflect the decisions set forth above. Within one month of this Order, Onvoy and Qwest shall make any adjustments to the payments to each other.

The Commission will so order.

ORDER

1. Onvoy's motion for reconsideration of the Commission's ORDER RESOLVING COMPLAINT, SETTING COLLOCATION PRICES, AND SETTING PROCEDURAL SCHEDULES (July 3, 2002) is granted with respect to the issue of awarding interest.
2. Where the Commission has found that Onvoy or Qwest wrongfully withheld payments from each other, Onvoy or Qwest shall pay interest on those funds at a rate of 6%.
3. Onvoy and Qwest shall revise their true-up calculations within two weeks of the Commission's Order to reflect this decision upon reconsideration, and shall make any adjustments to the payments within one month of this Order.
4. This Order shall become effective immediately.

BY ORDER OF THE COMMISSION

Burl W. Haar
Executive Secretary

(S E A L)

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