BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for arbitration of unresolved issues in negotiation of interconnection agreement with Verizon Florida Inc. by US LEC of Florida Inc.	DOCKET NO. 020412-TP ORDER NO. PSC-02-1483-PHO-TP ISSUED: October 29, 2002

Pursuant to Notice and in accordance with Rule 28-106.209, Florida Administrative Code, a Prehearing Conference was held on October 14, 2002, in Tallahassee, Florida, before Commissioner Braulio L. Baez, as Prehearing Officer.

APPEARANCES:

MARTIN P. MCDONNELL, Esquire, Rutledge, Ecenia, Purnell & Hoffman, P.A., P.O. Box 551, Tallahassee, FL 32302; MICHAEL L. SHOR, Esquire, Swidler Berlin Shereff Friedman, LLP, 3000 K Street, N.W., Suite 300, Washington, D.C. 20007
On behalf of US LEC of Florida Inc.

AARON M. PANNER, Esquire and SCOTT H. ANGSTREICH, Esquire, Kellogg, Huber, Hansen, Todd & Evans, P.L.L.C., 1615 M Street, N.W., Suite 400, Washington D.C. 20036
On behalf of Verizon Florida Inc.

ADAM TEITZMAN and LEE FORDHAM, Esquire, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850
On behalf of the Commission Staff.

PREHEARING ORDER

I. CONDUCT OF PROCEEDINGS

Pursuant to Rule 28-106.211, Florida Administrative Code, this Order is issued to prevent delay and to promote the just, speedy, and inexpensive determination of all aspects of this case.

II. CASE BACKGROUND

On May 10, 2002, US LEC of Florida Inc. (US LEC) petitioned the Commission to arbitrate certain unresolved terms and conditions of an interconnection agreement with Verizon Florida Inc. (Verizon). Verizon filed a response and the matter has been set for hearing.

III. PROCEDURE FOR HANDLING CONFIDENTIAL INFORMATION

A. Any information provided pursuant to a discovery request for which proprietary confidential business information status is requested shall be treated by the Commission and the parties as confidential. The information shall be exempt from Section 119.07(1), Florida Statutes, pending a formal ruling on such request by the Commission, or upon the return of the information to the person providing the information. If no determination of confidentiality has been made and the information has not been used in the proceeding, it shall be returned expeditiously to the person providing the information. If a determination of confidentiality has been made and the information was not entered into the record of the proceeding, it shall be returned to the person providing the information within the time periods set forth in Section 364.183, Florida Statutes.

B. It is the policy of the Florida Public Service Commission that all Commission hearings be open to the public at all times. The Commission also recognizes its obligation pursuant to Section 364.183, Florida Statutes, to protect proprietary confidential business information from disclosure outside the proceeding.

1. Any party intending to utilize confidential documents at hearing for which no ruling has been made, must be prepared to

present their justifications at hearing, so that a ruling can be made at hearing.

2. In the event it becomes necessary to use confidential information during the hearing, the following procedures will be observed:

a) Any party wishing to use any proprietary confidential business information, as that term is defined in Section 364.183, Florida Statutes, shall notify the Prehearing Officer and all parties of record by the time of the Prehearing Conference, or if not known at that time, no later than seven (7) days prior to the beginning of the hearing. The notice shall include a procedure to assure that the confidential nature of the information is preserved as required by statute.

b) Failure of any party to comply with 1) above shall be grounds to deny the party the opportunity to present evidence which is proprietary confidential business information.

c) When confidential information is used in the hearing, parties must have copies for the Commissioners, necessary staff, and the Court Reporter, in envelopes clearly marked with the nature of the contents. Any party wishing to examine the confidential material that is not subject to an order granting confidentiality shall be provided a copy in the same fashion as provided to the Commissioners, subject to execution of any appropriate protective agreement with the owner of the material.

d) Counsel and witnesses are cautioned to avoid verbalizing confidential information in such a way that would compromise the confidential information. Therefore, confidential information should be presented by written exhibit when reasonably possible to do so.

e) At the conclusion of that portion of the hearing that involves confidential information, all copies of confidential exhibits shall be returned to the proffering party. If a confidential exhibit has been admitted into evidence, the copy provided to the Court Reporter shall be retained in the Division of the Commission Clerk and Administrative Services's confidential files.

IV. POST-HEARING PROCEDURES

Each party shall file a post-hearing statement of issues and positions. A summary of each position of no more than 50 words, set off with asterisks, shall be included in that statement. If a party's position has not changed since the issuance of the prehearing order, the post-hearing statement may simply restate the prehearing position; however, if the prehearing position is longer than 50 words, it must be reduced to no more than 50 words. If a party fails to file a post-hearing statement, that party shall have waived all issues and may be dismissed from the proceeding.

Pursuant to Rule 28-106.215, Florida Administrative Code, a party's proposed findings of fact and conclusions of law, if any, statement of issues and positions, and brief, shall together total no more than 40 pages, and shall be filed at the same time.

V. PREFILED TESTIMONY AND EXHIBITS; WITNESSES

Testimony of all witnesses to be sponsored by the parties has been prefiled. All testimony which has been prefiled in this case will be inserted into the record as though read after the witness has taken the stand and affirmed the correctness of the testimony and associated exhibits. All testimony remains subject to appropriate objections. Each witness will have the opportunity to orally summarize his or her testimony at the time he or she takes the stand. Summaries of testimony shall be limited to five minutes. Upon insertion of a witness' testimony, exhibits appended thereto may be marked for identification. After all parties and Staff have had the opportunity to object and cross-examine, the exhibit may be moved into the record. All other exhibits may be similarly identified and entered into the record at the appropriate time during the hearing.

Witnesses are reminded that, on cross-examination, responses to questions calling for a simple yes or no answer shall be so answered first, after which the witness may explain his or her answer.

The Commission frequently administers the testimonial oath to more than one witness at a time. Therefore, when a witness takes the stand to testify, the attorney calling the witness is directed to ask the witness to affirm whether he or she has been sworn.

VI. ORDER OF WITNESSES

Direct and Rebuttal

Witness	Proffered By	Issues #
Wanda G. Montano	US LEC	1-8 (Rebuttal: 1,2 and 6)
Frank R. Hoffman	US LEC	1 and 2
William Munsell*	Verizon	1 and 2
Terry Haynes	Verizon	6

*Adopting Direct Testimony of Peter D'Amico.

VII. BASIC POSITIONS

US LEC: The Commission must enter an Order in this arbitration consistent with federal and state law, which clearly authorizes US LEC to select a single interconnection point (IP) per local access and transport area (LATA), to select the interconnection method, and requires Verizon to bear the financial responsibility to deliver its originating traffic to the IP chosen by US LEC. It is equally clear that US LEC is entitled to reciprocal compensation for the termination and/or delivery of traffic that Verizon has defined as "Voice Information Services" traffic. Moreover, Verizon has not demonstrated any reason why US LEC should be forced to incur the expense of installing dedicated trunks to deliver Voice Information Services traffic to providers served by Verizon. Similarly, Verizon has failed to

proffer any reasonable basis why the parties should abandon the traditional reference to a "terminating" party. The FCC has recently rejected Verizon's requests that intercarrier compensation for Virtual NXX and FX traffic be based on the geographical location of the calling and called parties and be subject to access charges, and held that Verizon has offered no viable alternative to the current system, where carriers rate calls for purposes of intercarrier compensation by comparing the originating and terminating NPA/NXX codes.

Further, if the FCC's Internet Order is vacated or reversed on appeal, US LEC submits the that FCC's current interim rate structure should remain intact for the life of the interconnection agreement. Finally, US LEC recognizes that Verizon may seek proposed changes to tariffed charges during the term of the agreement, but contractual, non-tariffed charges must remain fixed for the term of the agreement, unless changed by order of the Commission.

VERIZON: In this interconnection agreement arbitration, the Commission should reject US LEC of Florida Inc.'s ("US LEC") proposed language for the new interconnection agreement between US LEC and Verizon. Instead, the Commission should adopt Verizon's proposed language and order that language to be included in the final interconnection agreement that will result from this arbitration.

Specifically, the Commission should rule in Verizon's favor on each of the outstanding issues in this case:

I & II: Verizon's proposed language should be adopted, because it is consistent with applicable law and sound public policy to require an ALEC to bear the cost of transporting local traffic to the point of interconnection of the two parties' networks, if that point is located outside of the local calling area where the call originates. In contrast, US LEC's language would require Verizon to bear costs, without receiving compensation, that are caused by US LEC's chosen network

architecture and that Verizon would not bear but for US LEC's choices.

III: The parties have agreed that, consistent with federal law, reciprocal compensation does not apply to "interstate or intrastate exchange access, information access, or exchange services for such access." Therefore, Voice Information Services traffic should not be subject to reciprocal compensation to the extent it fits within that definition. Because US LEC's position that Voice Information Services traffic can never be "interstate or intrastate exchange access, information access, or exchange services for such access" is contrary to federal law, Verizon's proposed language should be adopted.

IV: Verizon's proposed language requiring US LEC to establish separate trunks to deliver to Verizon any Voice Information Services traffic for which the Voice Information Services provider seeks to bill the calling party a distinct charge should be adopted. Separate trunking is essential to ensure proper control of end user billing for such traffic.

V: The Commission should adopt Verizon's proposed neutral, *accurate*, and readily understandable term - "receives" - for use in the agreement to describe the broad class of traffic that local carriers may exchange. In contrast, US LEC's claim that "terminating" should be used instead is based on the premise - which is contrary to nearly 20 years of FCC decisions - that US LEC terminates all of the reciprocal compensation traffic it receives from Verizon.

VI: (A) The parties' obligation to pay reciprocal compensation should be based on the physical location of the called party, rather than on the NPA-NXX code of the dialed number. US LEC's proposal - which would require Verizon to pay reciprocal compensation for a call even if the called party lived in another local calling area or another state - is contrary to this Commission's ruling in Docket 000075-TP, federal law, and sound public

policy. **(B)** US LEC should pay access charges when Verizon originates Virtual NXX interexchange traffic because Verizon is providing an originating access service in that situation for which it should be compensated.

VII: US LEC's effort to impose terms to govern inter-carrier compensation for Internet-bound traffic, in the event that the current federal rule is vacated, should be rejected because it has no basis in law. Instead, in the event the law changes, the parties' obligations should be governed by the agreed-to change-of-law language.

VIII: Verizon's proposal with respect to tariffed charges should be adopted. Under Verizon's proposal, only tariffs that this Commission or the FCC has allowed to go into effect would supersede a rate contained in the agreement. In contrast, US LEC hopes, by its proposed language, to gain the benefit of rate *reductions* due to tariff changes without facing any risk that other charges will increase under applicable, approved tariffs.

STAFF: Staff's positions are preliminary and based on materials filed by the parties and on discovery. The preliminary positions are offered to assist the parties in preparing for the hearing. Staff's final positions will be based upon all the evidence in the record and may differ from the preliminary positions.

VIII. ISSUES AND POSITIONS

ISSUE 1: Is US LEC permitted to select a single interconnection (IP) per local access and transport area (LATA), to select the interconnection method, and to require Verizon to bear the financial responsibility to deliver its originating traffic to the IP chosen by US LEC?

US LEC: Yes. Pursuant to federal law, and as recently confirmed in this Commission's Order on Reciprocal Compensation issued September 10, 2002, in generic docket no. 000075-TP, US LEC has the right to choose a single IP per LATA at any technically feasible point. The FCC has determined

that the originating carrier - - here, Verizon - - has the obligation to bear the cost of delivering its originating traffic to the IP selected by US LEC. Verizon's "Virtual Geographically Relevant Interconnection Points" proposal unlawfully shifts those financial obligations and imposes other financial penalties onto US LEC and is inconsistent with federal law.

VERIZON: Issues 1 and 2 concern the allocation of the costs that result from US LEC's chosen network architecture. The Commission should adopt Verizon's proposal because, consistent with federal law and sound public policy, it fairly allocates the costs that are caused by US LEC's decision to serve customers throughout a LATA from a single switch. In contrast, US LEC's proposal would require Verizon to bear the cost of transporting local calls outside of the local calling area where the call originates, even though Verizon receives no compensation for this transport, and would not perform this transport but for US LEC's chosen network architecture. Yet, while Verizon would not be compensated, US LEC can and does receive compensation from its customers for transporting calls between the POI and a distant local calling area. Finally, US LEC's proposed language must be rejected in any event, because it is contrary to federal law: it would obligate Verizon to transport traffic to US LEC's network, rather than to the point of interconnection, which is located on Verizon's network.

Verizon's witness William Munsell will address the factual and policy issues presented by these two issues.

STAFF: Staff has no position at this time.

ISSUE 2: **If US LEC establishes its own collocation site at a Verizon end office, can Verizon request US LEC to designate that site as a US LEC IP and impose additional charges on US LEC if US LEC declines that request?**

US LEC: No. Under 47 U.S.C. §251(c)(2)(B), Verizon must provide US LEC interconnection at any technically feasible point

selected by US LEC. Therefore, Verizon cannot require US LEC to designate any site as a US LEC IP, including US LEC's own collocation site.

VERIZON: *See Issue 1.*

STAFF: Staff has no position at this time.

ISSUE 3: **Is US LEC entitled to reciprocal compensation for terminating and/or delivering "Voice Information Services" traffic?**

US LEC: Yes. The traffic that Verizon now seeks to define as Voice Information Services traffic fits completely within the definition of reciprocal compensation traffic that is eligible for reciprocal compensation under the agreement.

VERIZON: Because the parties have already agreed that their reciprocal compensation obligations should track federal law - under which reciprocal compensation does not apply to "interstate or intrastate exchange access, information access, or exchange services for such access," 47 C.F.R. § 51.701(b)(1) - the only question raised here is whether Voice Information Services traffic falls within those categories. Although US LEC's claims that Voice Information Services traffic can never constitute "interstate or intrastate exchange access, information access, or exchange services for such access," that is incorrect as a matter of law. Such traffic is destined for an information service provider and otherwise meets the definition of information access, as interpreted by the FCC. For these reasons, Verizon's proposal should be adopted.

STAFF: Staff has no position at this time.

ISSUE 4: **Should US LEC be required to provide dedicated trunking at its own expense for Voice Information Services traffic that originates on its network for delivery to Voice Information Service providers served by Verizon?**

US LEC: No. There is no reasonable basis to require US LEC to provide, at its own expense, a separate, dedicated trunk to carry that traffic. Verizon's proposal would impose significant costs on US LEC without showing, first, that such a dedicated facility even is necessary or, second, that the amount of Voice Information Services traffic generated by US LEC's customers is sufficiently large as to warrant a separate trunk.

VERIZON: This issue does not pertain to reciprocal compensation, but instead concerns the routing of traffic, such as 915 and 976 traffic, for which a Voice Information Services provider imposes a separate charge on the calling party. Such traffic raises special concerns, because where a carrier provides billing service to a Voice Information Services provider subscriber, it must be able to accurately bill such traffic, and block delivery of such traffic where there is no mechanism for billing the calling party - where, for example, there is no agreement between the originating carrier and the carrier serving the information services provider for end-user billing. US LEC has no legitimate basis for objecting to Verizon's proposed separate trunking requirement, because US LEC does not permit its customers to place such calls.

STAFF: Staff has no position at this time.

ISSUE 5: **Should the term "terminating party" or the term "receiving party" be employed for purposes of traffic measurement and billing over interconnection trunks?**

US LEC: The term "terminating party" should be employed, consistent with the plain language of Section 251(b)(5) and other sections of the agreement. For billing, measuring and engineering purposes, traffic is referred to as either originating or terminating. Thus, for any call under the agreement, there is an originating party served by an originating carrier and a terminating party served by a terminating carrier.

VERIZON: The traffic that competing local telephone companies exchange with one another includes both conventional

local traffic and traffic bound for information service providers, including traffic bound for Internet service providers ("ISP"). Although the parties agree that the receiving carrier terminates conventional local voice traffic, Verizon maintains - and an unbroken string of nearly two decades of FCC precedent confirms - that the receiving carrier does not "terminate" traffic delivered to ISPs and other information service providers. The Commission need not rule here on whether a receiving carrier terminates any particular class of traffic. Rather, the point is that US LEC's claim that all the reciprocal compensation traffic that the parties exchange is terminated by them is incorrect. Therefore, the Commission should adopt Verizon's proposed term - "receiving party" - which is a neutral, accurate, and readily understandable term, rather than US LEC's proposed term.

STAFF: Staff has no position at this time.

ISSUE 6: **A) Should the parties pay reciprocal compensation for calls that originate in one local calling area and are delivered to a customer located in a different local calling area, if the NXX of the called number is associated with the same local calling area as the NXX of the calling number?**

B) Should the originating carrier be able to charge originating access on the traffic described in Issue 6(a)?

US LEC: A) Yes. The determination of whether a call is rated as local or toll for purposes of reciprocal compensation is based upon the NPA/NXX codes of the originating and terminating numbers. This practice should be maintained so that calls between an originating and terminating NPA/NXX associated with the same local calling area should continue to be rated as local. There is no viable method in place for replacing this practice with one focused on the originating and terminating points of the call.

B) No. Carriers should not be allowed to charge originating access for calls if the customers assigned the NPA/NXX's are located outside of the local calling area to which the NXX is homed. The FCC recently rejected Verizon's request that virtual NXX and FX traffic be subject to access charges and determined that carriers are entitled to receive reciprocal compensation to cover the costs of terminating FX and VFX calls.

VERIZON: This Commission has squarely ruled, in Docket 000075-TP, that "calls terminated to end users outside the local calling area in which their NPA/NXXs are homed are not local calls for purposes of intercarrier compensation." Moreover, the Commission has explicitly held that this ruling "creates a default for determining intercarrier compensation." Verizon's position - that Virtual FX calls should be subject to access charges, not reciprocal compensation - is consistent with the Commission's ruling; US LEC's position is inconsistent. Moreover, Verizon's position, but not US LEC's, is consistent with federal law and sound competition policy. US LEC is seeking to reap a windfall by forcing Verizon to subsidize the toll-free service that US LEC provides its ISP customers. That result would turn sound regulatory policy on its head.

Verizon's witness Terry Haynes will address the factual and policy issues presented by this issue.

STAFF: Staff has no position at this time.

ISSUE 7: **What compensation framework should govern the parties exchange of ISP-bound traffic in the event the interim compensation framework set forth in the FCC's Internet Order is vacated or reversed on appeal?**

US LEC: In the event the interim compensation framework of the Internet Order ultimately is vacated or reversed on appeal, the parties should continue to compensate each other at the rates set forth in the FCC's Internet Order, but waive any other terms and conditions of that Order (e.g., the growth caps and new market restrictions).

VERIZON: In the event that federal law changes, the parties' change of law provision requires the parties' obligations to conform to that change. As this Commission has previously recognized, there is no need - let alone any basis in federal law - for this Commission to impose a regime to apply in that eventuality that is not currently mandated by federal law and that may never be consistent with federal law. In any event, US LEC's proposed provision, if applied, would lead to the wrong result. Although the D.C. Circuit remanded the ISP Remand Order for additional explanation, it explicitly decided that the order should continue to govern parties' obligations. Accordingly, US LEC continues to be subject to all the rules promulgated in the ISP Remand Order. Yet, under US LEC's proposed provision, certain of the FCC's rules would have been eliminated by virtue of the D.C. Circuit's decision to remand the FCC's order, notwithstanding the court's explicit determination that those rules should remain in effect pending further proceedings on remand.

STAFF: Staff has no position at this time.

ISSUE 8: **Under what circumstances, if any, should tariffed charges which take effect after the agreement become effective, take precedence over non-tariffed charges previously established in the agreement for the same or similar services or facilities?**

US LEC: Although tariffed charges may change during the term of the agreement due to changes in applicable tariffs, non-tariffed charges must remain fixed for the term of the agreement unless changed pursuant to a valid Commission order. A carrier should not have the unbridled discretion to modify its rates at will, particularly with respect to those rates that have been agreed to and which are reflected in the parties interconnection agreement.

VERIZON: In general, the pricing provisions of Verizon's agreements within a particular state are uniform, reflecting the generally applicable rates set by regulators in appropriate adversary proceedings. For

this reason, it is both fair and consistent with the 1996 Act's requirement that charges for services provided to ALECs should be non-discriminatory that, if the generally applicable charges for a particular service change, the charges under the agreement should change along with them. By providing that applicable tariffs and other charges that are mandated or approved by the FCC or this Commission should supersede any charges set forth in the agreement, Verizon's proposed language gives effect to the letter and the spirit of these non-discrimination provisions. In contrast, US LEC hopes, by its proposed language, to gain the benefit of rate reductions due to tariff changes without facing any risk that other charges will increase under applicable, approved tariffs.

STAFF: Staff has no position at this time.

ISSUE 9: **This issue has been settled by the parties.**

IX. EXHIBIT LIST

Witness	Proffered By	I.D. No.	Description
Direct			
Terry Haynes	Verizon	(TH-1)	Description US LEC Long Distance and Toll-Free Services
Rebuttal			
William Munsell	Verizon	(WM-1)	Tampa/Sarasota Calling Area Diagram

Additional Exhibits

Proffered By	I.D. No.	Description
Verizon	(VZ-1)	Map of FL LATA boundaries
Verizon	(VZ-2)	Transcript of PA Hearing
Verizon	(VZ-3)	Transcript of MD Hearing
Verizon	(VZ-4)	US LEC FL Local Exchange Price List
Verizon	(VZ-5)	Pages from Local Service section of US LEC's website

Parties and Staff reserve the right to identify additional exhibits for the purpose of cross-examination.

X. PROPOSED STIPULATIONS

There are no proposed stipulations at this time.

XI. PENDING MOTIONS

There are no pending motions at this time.

XII. PENDING CONFIDENTIALITY MATTERS

There are no pending confidentiality matters at this time.

XIII. DECISIONS THAT MAY IMPACT COMMISSION'S RESOLUTION OF ISSUES

Parties have stated in their prehearing statements that the following decisions have a potential impact on our decision in this proceeding:

- *AT&T Corp. v. Bell Atlantic-Pennsylvania*, 14 FCC Rcd 556 (1998), *recon. denied*, 15 FCC Rcd 7467 (2000)

- First Report and Order, *Access Charge Reform*, 12 FCC Rcd 15982 (1997).

- First Report and Order, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, 11 FCC Rcd 15499 (1996) (subsequent history omitted).

- *MCI Telecomms. Corp. v. Bell Atlantic Pa.*, 271 F.3d 491 (3d Cir. 2001).

- Memorandum Opinion and Order, *Application by SBC Communications Inc., et al., Pursuant to Section 271 of the Telecommunications Act of 1996 To provide In-Region, InterLATA Services In Texas*, 15 FCC Rcd 18354 (2000).

- Memorandum Opinion and Order, *Application of Verizon Pennsylvania Inc., et al. for Authorization To Provide In-Region, InterLATA Services in Pennsylvania*, 16 FCC Rcd 17419 (2001).

- Memorandum Opinion and Order, *GTE Tel. Operating Cos.; GTOC Tariff No. 1; GTOC Transmittal No 1148*, 13 FCC Rcd 22466 (1988).

- Memorandum Opinion and Order, *Joint Application of BellSouth Corporation et al., for Provision of In-Region, InterLATA Services in Georgia and Louisiana*, 17 FCC Rcd 9018 (2002).

- Memorandum Opinion and Order, *MTS and WATS Market Structure*, 97 F.C.C. 2d 682 (1983).

- Memorandum Opinion and Order, *Petition for Emergency Relief and Declaratory Ruling Filed by BellSouth Corporation*, 7 FCC Rcd 1619 (1992).

- Memorandum Opinion and Order, *Petition of Nevada Bell*, 16 FCC Rcd 19255 (2001).

- Memorandum Opinion and Order, *Teleconnect Co. v. Bell Telephone Co.*, 10 FCC Rcd 1626 (1995).

- Order, *Amendments of Part 69 of the Commission's Rules Relating to Enhanced Service Providers*, 3 FCC Rcd 2631 (1988).

- Order on Remand, *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 16 FCC Rcd 9151 (2001) ("*ISP Remand Order*"), *remanded, WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

- Order on Review, *Mountain Communications, Inc. v. Qwest Communications International, Inc.*, File No. EB-00-MD-017, 2002 WL 1677642 (rel. July 25, 2002).

- *United States v. AT&T*, 552 F. Supp 131 (D.D.C. 1982).

- *US West Communications, Inc. v. Jennings*, No. 99-16247, 2002 WL 31102838 (9th Cir. Sept. 23, 2002).

XIV. RULINGS

1. The Joint Motion to Continue Hearing, filed October 11, 2002, is granted. The hearing in this docket, originally scheduled for October 29, 2002, shall be continued until February 6, 2003.

2. Opening statements, if any, shall not exceed ten minutes per party.

It is therefore,

ORDERED by Commissioner Braulio L. Baez, as Prehearing Officer, that this Prehearing Order shall govern the conduct of

these proceedings as set forth above unless modified by the Commission.

By ORDER of Commissioner Braulio L. Baez, as Prehearing Officer, this 29th day of October, 2002.

BRAULIO L. BAEZ
Commissioner and Prehearing Officer

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NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

Any party adversely affected by this order, which is preliminary, procedural or intermediate in nature, may request: (1) reconsideration within 10 days pursuant to Rule 25-22.0376, Florida Administrative Code, if issued by a Prehearing Officer; (2) reconsideration within 15 days pursuant to Rule 25-22.060, Florida Administrative Code, if issued by the Commission; or (3) judicial review by the Florida Supreme Court, in the case of an electric, gas or telephone utility, or the First District Court of Appeal, in the case of a water or wastewater utility. A motion for

reconsideration shall be filed with the Director, Division of the Commission Clerk and Administrative Services, in the form prescribed by Rule 25-22.060, Florida Administrative Code. Judicial review of a preliminary, procedural or intermediate ruling or order is available if review of the final action will not provide an adequate remedy. Such review may be requested from the appropriate court, as described above, pursuant to Rule 9.100, Florida Rules of Appellate Procedure.