

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint by Allied
Universal Corporation and
Chemical Formulators, Inc.
against Tampa Electric Company
for violation of Sections
366.03, 366.06(2), and 366.07,
F.S., with respect to rates
offered under
commercial/industrial service
rider tariff; petition to
examine and inspect confidential
information; and request for
expedited relief.

DOCKET NO. 000061-EI
ORDER NO. PSC-01-0401-PHO-EI
ISSUED: February 16, 2001

Pursuant to Notice and in accordance with Rule 28-106.209,
Florida Administrative Code, a Prehearing Conference was held on
July 6, 2000, in Tallahassee, Florida, before Commissioner E. Leon
Jacobs, Jr., as Prehearing Officer.

APPEARANCES:

JOHN ELLIS, ESQUIRE, Rutledge, Ecenia, Purnell & Hoffman,
P.A., P. O. Box 551, Tallahassee, Florida 32302, DANIEL
BANDKLAYDER, ESQUIRE, Anania, Bandklayder, Blackwell,
Baumgarten & Torricella, Bank of America Tower, Suite
4300, 100 Southeast Second Street, Miami, FL 33131-2144,
PHILLIP ALLEN, ESQUIRE, Lucio, Bronstein, Garbett,
Stiphany & Allen, 80 Southwest Eighth Street, Suite 3100,
Miami, FL 33130

On behalf of ALLIED UNIVERSAL CORPORATION and CHEMICAL
FORMULATORS, INC.

JAMES D. BEASLEY, ESQUIRE, Ausley & McMullen, P. O. Box
391, Tallahassee, Florida 32302; HARRY W. LONG, JR.,
Tampa Electric Company, Regulatory Affairs, P. O. Box
111, Tampa, Florida 33601-0111

On behalf of TAMPA ELECTRIC COMPANY.

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WAYNE SCHIEFELBEIN, ESQUIRE, P.O. Box 15856, Tallahassee,
Florida 32317-0011
On behalf of ODYSSEY MANUFACTURING COMPANY AND SENTRY
INDUSTRIES.

MARLENE K. STERN, ESQUIRE, and ROBERT V. ELIAS, 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 January 20, 2000, Allied Universal Corporation and Chemical Formulators, Inc. (Allied) filed a formal complaint against Tampa Electric Company (TECO). The complaint alleges that: 1) TECO violated Sections 366.03, 366.06(2), and 366.07, Florida Statutes, by offering discriminatory rates under its Commercial/Industrial Service Rider (CISR) tariff; and, 2) TECO breached its obligation of good faith under Order No. PSC-98-1081A-FOF-EI. Odyssey Manufacturing Company (Odyssey) and Sentry Industries (Sentry) are intervenors. Allied, Odyssey and Sentry manufacture bleach. Opening statements, if any, shall not exceed ten minutes per party.

III. PROCEDURE FOR HANDLING CONFIDENTIAL INFORMATION

A. It is anticipated that confidential and privileged information will be part of the record. Consistent with my directions, much of the confidential information is discussed in deposition transcripts which have not been publicly disclosed. Subject to appropriate objections, these transcripts may be made part of the record. To the extent it is necessary to offer privileged information, due care shall be taken to assure that this

information is only disclosed to the Commissioners, staff and parties who are authorized to view this information. If cross-examination elicits privileged information in response, the witness shall write the answer on a piece of paper, the paper shall be circulated to the Commissioners, staff, and any party authorized to see it. A copy of the written response shall be marked in the record as a privileged exhibit and the written response shall be provided to the Division of Records and Reporting before the transcript of the hearing is released. Only parties authorized to see the privileged information shall be able to obtain a copy of the exhibit.

B. 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 366.093, Florida Statutes.

C. 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 366.093, 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 366.093, Florida Statutes, shall notify the Prehearing Officer and all parties of record by February 15, 2001, at noon.
- 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 distribute copies for the Commissioners, necessary staff, attorneys who have signed a non-disclosure agreement in this docket, and the Court Reporter, in envelopes clearly marked with the nature of the contents. Any witness asked to examine confidential documents shall be a signatory to a non-disclosure agreement for this docket. 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 Records and Reporting'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

<u>Witness</u>	<u>Proffered By</u>	<u>Issues #</u>
<u>Direct and Rebuttal</u>		
Robert M. Namoff	Allied	1, 2, 3, 4, 5
<u>Direct</u>		
Victoria L. Westra	TECO	1, 2, 3
Lawrence W. Rodriguez	TECO	2
C. David Sweat	TECO	3
William R. Ashburn	TECO	1, 2, 3, 4
Stephen W. Sidelko	Odyssey and Sentry	1, 4, 5
Pamela K. Winters	Odyssey and Sentry	1, 4
<u>Rebuttal</u>		
Dr. Charles F. Phillips, Jr.	Allied	1, 2, 3, 4, 5
James W. Palmer	Allied	2, 3, 4, 5
Peter DeAngelis	Allied	1

VII. BASIC POSITIONS

ALLIED: TECO discriminated in favor of Odyssey and against Allied/CFI in its responses to Allied/CFI's and Odyssey's requests for CISR tariff rates. The CISR tariff authorizing TECO to negotiate contracts with qualifying applicants does not supersede the terms of Sections 366.03, 366.06(2) and 366.07, Florida Statutes, prohibiting a utility from giving any undue or unreasonable preference or advantage to any person and from subjecting any person to any undue or unreasonable prejudice or disadvantage with respect to rates, terms and conditions for electric service. TECO's conduct was in violation of those statutes and was in violation of its obligation of good faith under Order No. PSC-98-1081A-FOF-EI in exercising its discretion in offering CISR tariff rates to applicants who comply with the conditions of the tariff.

Odyssey's 1998 request for CISR tariff rates did not comply with the conditions of Order No. PSC-98-1081-FOF-EI and the conditions of the CISR tariff requiring an applicant to demonstrate the existence of a viable lower cost alternative to taking electric service from TECO. The Commission should suspend Odyssey's rates pending investigation and determination of appropriate rates for the provision of electric service by TECO to Odyssey.

Allied/CFI is entitled to an offer of CISR tariff rates, terms and conditions that, at a minimum, does not discriminate against it and in favor of Odyssey.

TECO's and Odyssey's conduct has caused damages to Allied/CFI which may be recovered in a court of law. Because the Commission has primary jurisdiction to determine the appropriate rates for the utility service at issue but has no jurisdiction to determine or award damages, the only claims presented by Allied/CFI for determination in this proceeding are those stated in the five issues in this case.

TECO: TECO negotiated with Odyssey and Allied for service under Tampa Electric's Commercial/Industrial Service Rider ("CISR") tariff in a manner that was unbiased and in accordance with the Commission-approved CISR tariff. In negotiating with both customers, TECO followed the same set of procedures. These procedures were put in place to ensure fair, consistent and thorough evaluation of the applicability of the CISR tariff in each case and the prudence of any CISR rate ultimately agreed upon. Under the terms and conditions of Tampa Electric's CISR tariff, TECO is obligated to bargain for the highest possible contribution to fixed cost in each CISR negotiation. Aside from setting the floor and ceiling on prices that can be negotiated under the CISR tariff, TECO's costs are not relevant. Within the prescribed negotiating range, it is the prospective CISR customer's alternative costs and ability to create ratepayer value that determines the CISR rate, terms and conditions that are ultimately negotiated. In this case, the rates offered to Odyssey and Allied were essentially identical. This fact is significant in several respects. As noted above, these rate proposals were developed over one (1) year apart and were not based on Tampa Electric's costs. The similarity of the rate proposals under the circumstances described above belies any inference that TECO treated the two customers in question in a disparate or unreasonable manner. In addition, the rate left on the negotiating table by TECO and rejected by Allied was strikingly similar to the rate negotiated with Odyssey, despite the fact that Allied provided none of the in-kind items offered by Odyssey. As described in Mr. Ashburn's testimony, the in-kind items offered by Odyssey created additional and tangible benefits to TECO's ratepayers. It is, therefore, difficult to find any legitimate basis for Allied's complaint. However, even if Allied had been offered a higher rate or different terms and conditions than were negotiated with Odyssey, Allied would still have no legitimate complaint. The indisputable fact in this case is that Odyssey provided additional value to TECO's ratepayers that Allied did not. In this sense, Allied and Odyssey were not similarly situated. Under

these circumstances, it would not have been prudent for TECO to offer these two customers the same CISR rate.

ODYSSEY

& SENTRY: Odyssey and Sentry negotiated, and Odyssey entered into, the Contract Service Arrangement with TECO in good faith, in reliance on TECO, and in compliance with the CISR tariff. Odyssey's rate should not be suspended or revoked. Allied/CFI have not demonstrated that they have standing to seek to suspend or revoke Odyssey's rate.

STAFF: Staff's position is 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: Has TECO acted in violation of its CISR tariff, Commission Order No. PSC-98-1081A-FOF-EI, or relevant sections of the Florida Statutes in its response to Odyssey's request for CISR tariff rates?

POSITIONS

ALLIED: Yes. Odyssey's request did not comply with the requirements of Order No. PSC-98-1181-FOF-EI and the CISR tariff providing that an applicant must demonstrate the existence of a viable lower cost alternative to taking electric service from TECO and must provide documentation of that alternative. TECO committed to the rate requested by Odyssey within the first 24 hours after that request was made, on March 12, 1998, four months before TECO filed for approval of the CISR tariff on June 4, 1998. Odyssey never demonstrated any viable lower cost alternative to taking electric service from TECO and never provided any documentation of any such alternative.

TECO: No. TECO negotiated with Odyssey for service under TECO's CISR tariff in a manner that was unbiased and in accordance

with the Commission-approved CISR tariff. In negotiating with both Odyssey and Allied, TECO followed the same set of established procedures. These procedures were put in place to ensure fair, consistent and thorough evaluation of the applicability of the CISR tariff in each case and the prudence of any CISR rate ultimately agreed upon. The resulting CISR agreement negotiated with Odyssey is reasonable, prudent and fully justified by the facts. In fact, Counsel for Allied has admitted, in the presence of Staff counsel, that the allegations in Allied's Complaint of improper conduct with regard to TECO's negotiations with Odyssey were included solely as a procedural device to overcome the presumption of confidentiality afforded CISR information under TECO's CISR tariff.

ODYSSEY
& SENTRY: No.

STAFF: No position at this time pending the evidence adduced at the hearing and the arguments of the parties.

ISSUE 2: **Has TECO acted in violation of its CISR tariff, Commission Order No. PSC-98-1081A-FOF-EI, or relevant sections of the Florida Statutes in its response to Allied's request for CISR tariff rates?**

POSITIONS

ALLIED: Yes. TECO was advised by Allied/CFI from the outset of their dealings that Allied/CFI was seeking the same terms for electric service to Allied/CFI's proposed new liquid chlorine bleach manufacturing facility that TECO had offered for service to Odyssey's new liquid chlorine bleach manufacturing facility. TECO's conduct in misrepresenting its willingness and ability to offer non-discriminatory terms to Allied/CFI, in delaying any offer to Allied/CFI for six months, and in ultimately offering only discriminatory rates, terms and conditions to Allied/CFI, was in violation of the tariff, the Order, and Sections 366.03, 366.06(2), and 366.07, Florida Statutes.

TECO: No. Tampa Electric followed both the letter and the spirit of its CISR tariff and other applicable law in its negotiations with Allied. TECO followed the same guidelines in its discussions with Allied that had been used in its CISR negotiations with Odyssey one year earlier. Both the Odyssey and the Allied negotiations proceeded at a similar pace.

ODYSSEY
& SENTRY: Agree with TECO.

STAFF: No position at this time pending the evidence adduced at the hearing and the arguments of the parties.

ISSUE 3: Do the differences, if any, between the rates, terms and conditions stated in TECO's letter of October 18, 1999, to Allied and those agreed to between TECO and Odyssey constitute a violation of relevant Florida Statutes, the requirements of Commission Order No. PSC-00-1081A-FOF-EI, or the CISR tariff?

POSITIONS

ALLIED: Yes. The differences are substantial and significant with respect to the initial rates, the annual escalation terms, and the provision of interruptible service between the two offers, in addition to other cost items. Fundamentally, TECO worked to attract Odyssey's business and to reject Allied/CFI's business.

TECO: No. TECO's CISR tariff neither requires nor contemplates that each customer who qualifies for a CISR rate must be given the same rate. The Commission has explicitly authorized TECO to negotiate a CISR rate with qualified customers between a floor price equal to the incremental cost to serve the customer in question and the otherwise applicable rate. This negotiated rate is based on the customer's alternative cost and the level of benefits that each CISR customer can offer TECO's general body of ratepayers. Therefore, unless two customers are precisely similarly situated, neither customer can legitimately claim

entitlement to the CISR rate negotiated with the other. In the case of Odyssey and Allied, the relevant differences between them could not be more pronounced. As discussed in the Prepared Direct testimony of witnesses Ashburn and Sweat, Allied did not offer our ratepayers comparable benefits. Therefore, they were not entitled to the same rate. However, the rate negotiated with Odyssey and the rate left on the negotiating table by Allied are very similar.

ODYSSEY

& SENTRY: Agree with TECO.

STAFF: No position at this time pending the evidence adduced at the hearing and the arguments of the parties.

ISSUE 4: Based on the resolution of Issues 1-3, what actions, if any, should the Commission take with respect to Odyssey, Allied and TECO?

POSITIONS

ALLIED: The Commission should: (1) suspend the rates agreed to between TECO and Odyssey, pending investigation and determination of the appropriate rates for TECO's provision of electric service to Odyssey; and (2) order TECO to offer CISR tariff rates, terms and conditions for service to Allied/CFI which are appropriate to the service requested by Allied/CFI and which, at a minimum, do not discriminate in favor of Odyssey and against Allied/CFI.

TECO: The Commission should deny the relief requested by Allied, find that TECO acted prudently and in accordance with its tariffs and applicable state law in its dealings with both Odyssey and Allied, and order that this docket be closed.

ODYSSEY

& SENTRY: Agree with TECO.

STAFF: No position at this time pending the evidence adduced at the hearing and the arguments of the parties.

ISSUE 5: Does Allied have standing to maintain their complaint in this proceeding?

POSITIONS

ALLIED: Yes. The prohibitions stated in Sections 366.03, 366.06(2) and 366.07, Florida Statutes, against granting undue or unreasonable preference in favor of any person and against subjecting any person to undue or unreasonable prejudice and disadvantage with respect to rates for electric service, are intended to protect businesses against discrimination by monopoly providers of utility service in favor of their business competitors.

ODYSSEY: No. Allied does not have standing to challenge Odyssey's eligibility or entitlement to the CISR rate.

TECO: No. Allied does not have standing to challenge Odyssey's eligibility or entitlement to the CISR rate.

STAFF: No position at this time pending the evidence adduced at the hearing and the arguments of the parties.

IX. EXHIBIT LIST

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
			<u>Direct</u>
Robert M. Namoff	Allied	_____ (RMN-1)	July 30, 1999 K v a e r n e r C h e m e t i c s proposal to Allied
	Allied	_____ (RMN-2)	July 12, 1999 NORAM proposal to Allied

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
Allied		_____ (RMN-3)	May 19, 1999 Georgia Power letter to Allied re: P o w e r Requirements
Allied		_____ (RMN-4)	May 25, 1999 Georiga Power pricing offer to Allied
Allied		_____ (RMN-5)	June 2, 1999 letter from Namoff to Ashburn
Allied		_____ (RMN-6)	June 15, 1999 memo from Rodriguez to Namoff
Allied		_____ (RMN-7)	June 21, 1999 letter from Namoff to Rodriguez
Allied		_____ (RMN-8)	July 15, 1999 letter from Namoff to Rodriguez
Allied		_____ (RMN-9)	August 11, 1999 memo from Namoff to Rodriguez
Allied		_____ (RMN-10)	August 11, 1999 letter from Namoff to Rodriguez

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
	Allied	_____ (RMN-11)	August 19, 1999 letter from Namoff to Rodriguez
	Allied	_____ (RMN-12)	August 25, 1999 Affidavit of Robert Namoff
	Allied	_____ (RMN-13)	October 18, 1999 letter from Rodriguez to Namoff
	Allied	_____ (RMN-14)	November 6, 1999 letter from Allman to Davis Supply
William R. Ashburn	TECO	_____ (WRA-1)	CISR Tariff Sheets; CISR R a t e Comparison
		_____ (WRA-2)	CISR Rate Comparison
Victoria L. Westra	TECO	_____ (VLW-1)	C I S R Negotiation Guidelines- Allied/Odyssey Negotiation Timelines
C. David Sweat	TECO	_____ (CDS-1)	Maps Showing Location of Odyssey's and Allied's locations

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
		(CDS-2)	Comparison of Substation and Land Easement Values
Stephen W. Sidelko	Odyssey	(SWS-1)	Contract Service Agreement with TECO
<u>Rebuttal</u>			
Robert M. Namoff	Allied	(RMN-15)	March 12, 1998 Allman memo re: Initial customer meeting
	Allied	(RMN-16)	September 4, 1998 Contract Service Agreement between TECO and Odyssey
	Allied	(RMN-17)	Letters and memos from Allman to Sidelko dated: 3/14/98 3/24/98 4/3/98 4/17/98 5/11/98 5/14/98 6/4/98 6/9/98 6/11/98 6/20/98

<u>Witness</u>	<u>Proffered By</u>	<u>I.D. No.</u>	<u>Description</u>
	Allied	<u>(RMN-18)</u>	Allman memos entitled Bleach Plant Executive Summary-Update as of 6/7/98; Update as of (date illegible)
	Allied	<u>(RMN-19)</u>	March 27, 1998 memo from Allman to Project Team re: potential new industrial customer-bleach plant
	Allied	<u>(RMN-20)</u>	Namoff files re: planning of Allied/CFI's proposed new plant
Dr. Charles F. Phillips, Jr.	Allied	<u>(CFP-1)</u>	Background and Experience of Dr. Phillips
		<u>(CFP-2)</u>	May 6, 1999, Internal TECO Memo on BCR
		<u>(CFP-3)</u>	Handwritten Note on Photocopy of a Slide
Peter DeAngelis		<u>(PD-1)</u>	Resume

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

None.

XII. PENDING CONFIDENTIALITY MATTERS

The following items have pending requests for confidentiality pursuant to Rule 25-26.006, Florida Administrative Code:

1. Allied's Request for Confidential Classification of the direct testimony of Robert M. Namoff with exhibits RMN-1 through RMN-13.
2. Odyssey's Request for Confidential Classification of portions of the direct testimony of Stephen W. Sidelko with exhibit SWS-1.
3. Allied's Request for Confidential Classification of DN-13597-00, and Odyssey's Response in Opposition.

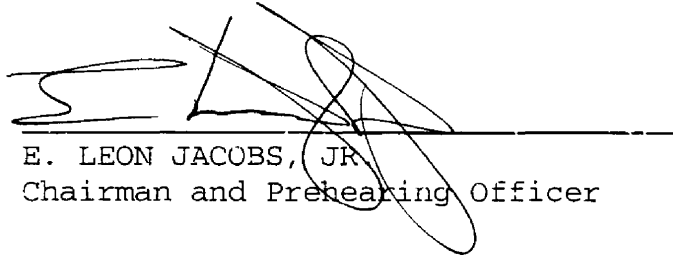
In addition, there are outstanding confidentiality requests for responses to interrogatories and PODs. These documents will be returned if not introduced at the hearing.

It is therefore,

ORDERED by Chairman E. Leon Jacobs, Jr., as Prehearing Officer and Chairman, that this Prehearing Order shall govern the conduct of these proceedings as set forth above unless modified by the Commission.

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By ORDER of Chairman E. Leon Jacobs, Jr. as Prehearing Officer and Chairman, this 16th day of February, 2001.



E. LEON JACOBS, JR.
Chairman and Prehearing Officer

(S E A L)

MKS

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

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the Director, Division of Records and Reporting, 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.