MEMORANDUM

February 6, 1998

TO: DIVISION OF RECORDS AND REPORTING

FROM: DIVISION OF LEGAL SERVICES (B. KEATING) BK MKB

RE: DOCKET NO. 971159-TP - PETITION FOR APPROVAL OF ELECTION OF INTERCONNECTION AGREEMENT WITH GTE FLORIDA INCORPORATED PURSUANT TO SECTION 252(I) OF THE TELECOMMUNICATIONS ACT OF 1996, BY SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP D/B/A SPRINT

98-0251-FOF-TP

Attached is a FINAL ORDER ON PETITION FOR APPROVAL OF SECTION 252(I) ELECTION OF INTERCONNECTION AGREEMENT, to be issued in the above referenced docket. (Number of pages in order - 15)

BK/anr
~~Attachment~~ KB per BK
cc: Division of Communications
I: 971159o.bk

See F, 2

Sent to mailroom 2/6/98

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of election of interconnection agreement with GTE Florida Incorporated pursuant to Section 252(i) of the Telecommunications Act of 1996, by Sprint Communications Company Limited Partnership d/b/a Sprint.	DOCKET NO. 971159-TP ORDER NO. PSC-98-0251-FOF-TP ISSUED: February 6, 1998

The following Commissioners participated in the disposition of this matter:

JULIA L. JOHNSON, Chairman
J. TERRY DEASON
SUSAN F. CLARK
JOE GARCIA
E. LEON JACOBS, JR.

FINAL ORDER ON PETITION FOR APPROVAL OF SECTION 252(i) ELECTION OF INTERCONNECTION AGREEMENT

BY THE COMMISSION:

I. CASE BACKGROUND

In Docket No. 961173-TP, we conducted an arbitration proceeding between Sprint Communications Company Limited Partnership d/b/a Sprint (Sprint) and GTE Florida Incorporated (GTEFL) regarding rates, terms, and conditions of interconnection in accordance with the Telecommunications Act of 1996 (Act). By Order No. PSC-97-0641-FOF-TP, issued June 4, 1997, we approved the final arbitrated agreement between Sprint and GTEFL. On September 3, 1997, Sprint filed a Petition for Approval of Section 252(i) Election of Interconnection Agreement. By its petition, Sprint seeks to elect the interconnection agreement between AT&T Communications of the Southern States (AT&T) and GTEFL. On September 23, 1997, GTEFL filed its Opposition to Sprint's Petition for Election. On November 20, 1997, Sprint filed a Legal Memorandum in Support of its Petition (Memorandum).

On December 11, 1997, GTEFL and Sprint filed a Stipulation setting forth a list of Stipulated Facts and a stipulated issue. The parties agreed that the Stipulated Facts are the material facts involved in consideration of Sprint's Petition. Having reached a stipulation of the facts, the parties requested that the stipulated facts be accepted and that we conduct an informal proceeding on the issue identified in accordance with Section 120.57(2), Florida Statutes. By Order No. PSC-97-1585-PCO-TP, issued December 19, 1997, the Prehearing Officer approved the stipulated issue and facts. The matter was set for an informal proceeding pursuant to Section 120.57(2), Florida Statutes, with the decision to be based on the written submittals. Therefore, the prehearing officer directed the parties to file briefs of no more than 60 pages on the following stipulated issue:

> Should the Commission approve Sprint's petition to elect the AT&T-GTE interconnection and resale agreement?

The facts that the parties stipulated as the material facts of this case are as follows:

1. At Sprint's request pursuant to the Telecommunications Act (Act) of 1996, the Commission conducted an arbitration between GTEFL and Sprint to resolve certain designated issues relative to interconnection and resale. The Commission conducted a full evidentiary hearing on Sprint's Petition for Arbitration and, on February 26, 1997, issued Order number PSC-97-0230-FOF-TP resolving those issues. That Order directed the parties to file an agreement implementing the rulings in the Order.

2. Instead of an agreement implementing the terms of the February 26 Order, Sprint submitted for approval a proposed interconnection and resale agreement between GTEFL and AT&T. (Sprint's Motion for Approval of Agreement and Order Directing Execution of Agreement, March 28, 1997) Shortly thereafter, Sprint asked the Commission to stay the post-arbitration proceedings to accommodate its election of the GTEFL-AT&T agreement. (Sprint's Amendment to Motion for Approval of Agreement and Order Directing Execution of Agreement of Sprint

Communications Company Limited Partnership, April 9, 1997.)

3. The Commission denied Sprint's request for stay and rejected its submission of the proposed GTEFL-AT&T contract. (Order No. PSC-97-0550-FOF-TP, May 13, 1997.) It ordered GTEFL and Sprint to execute an interconnection and resale agreement memorializing the Commission's rulings in the February 26 Order. Id.

4. On May 27, 1997, GTEFL and Sprint executed a contract in accordance with the Commission's February 26 and May 13 Orders. The Commission approved that contract on June 4, 1997, by Order No. PSC-97-0641-FOF-TP.

5. On July 18, 1997, by Order No. PSC-97-0864-FOF-TP, the Commission approved an interconnection contract between AT&T and GTEFL that implemented the rulings made in the GTEFL/AT&T arbitration (Docket No. 960847-TP).

6. On September 3, 1997, Sprint filed a Petition for Approval of Section 252(i) Election of Interconnection Agreement. That petition asked the Commission to approve Sprint's election of the interconnection contract between GTEFL and AT&T.

7. On September 23, 1997, GTEFL filed its Opposition to Sprint's Petition for Election.

8. On November 20, 1997, Sprint filed a Legal Memorandum in Support of its Petition for Approval of Section 252(i) Election of Interconnection Agreement.

On December 15, 1997, Sprint filed its brief in accordance with the approved stipulation. GTEFL timely filed its Response to Sprint's Brief and Legal Memorandum on December 24, 1997.

II. ARGUMENTS

A. Sprint

In its Petition, Sprint states that it seeks approval of its election of the GTEFL/AT&T agreement in its entirety. In its Memorandum and Brief, Sprint argues that its election of the GTEFL/AT&T agreement should be approved because Section 252(i) imposes a duty on GTEFL to make the agreement available to Sprint, the duty imposed by Section 252(i) is unqualified, the existing Sprint/GTEFL agreement does not preclude Sprint's election of the GTEFL/AT&T agreement, and other state commissions have interpreted Section 252(i) to permit Sprint to adopt other GTE/AT&T agreements.

Specifically, Sprint asserts that it is entitled to take the agreement pursuant to Section 252(i) of the Act, which provides that:

> A local exchange carrier shall make available any interconnection service, or network element provided under an agreement approved under this section to which it is a party to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement.

Sprint further asserts that throughout its arbitration with GTEFL it sought to establish terms and conditions that would place Sprint at parity with AT&T. Sprint states that using the GTEFL/AT&T agreement as the basis for its own agreement with GTEFL has been an ongoing issue between the parties throughout the negotiations.

In its November 20, 1997, Memorandum, Sprint asserts that Section 252(i) clearly requires GTEFL to offer the terms of the GTEFL/AT&T agreement to Sprint or any other requesting telecommunications carrier. Sprint argues that the purpose of Section 252(i) is to prevent discrimination among carriers and to promote a level playing field. Sprint adds that the negotiation and arbitration processes may not always ensure non-discriminatory access. Sprint states that Section 252(i) is, therefore, an option by which carriers may choose another, previously approved agreement.

Sprint also argues that the Section 252(i) duty to provide the GTEFL/AT&T agreement is not qualified in any way. In its Memorandum, Sprint states that Section 252(i) requires that interconnection agreements be made available to "any other telecommunications carrier." Sprint argues that Section 252(i) does not include any exceptions. Sprint asserts that it has not waived any right to take another agreement under Section 252(i) simply because it arbitrated and signed its own interconnection agreement with GTEFL.

Sprint further asserts in its Memorandum that the statutory language clearly expresses Congress's intent and states that if Congress intended the provisions of Section 252(i) to be limited to those carriers that had not already negotiated an agreement with the ILEC, then Congress would have included such a qualification within this section. Sprint also argues that Congress did not intend to punish new entrants into the local telecommunications market by precluding them from taking a better agreement under Section 252(i) if the carrier had already sought early entry into the market through negotiation, arbitration, and execution of an interconnection agreement with the ILEC.

Sprint also argues that its existing agreement with GTEFL does not prevent it from electing the GTEFL/AT&T agreement under Section 252(i). Sprint states that GTEFL's own witness in the arbitration proceedings admitted that Sprint could accept the whole contract executed with another carrier. Sprint states that GTEFL now argues that Sprint is precluded from electing another agreement because it already has a binding agreement. Sprint, however, argues that a recent federal court decision in Texas rejected GTEFL's argument on this point. In its Brief, Sprint states that the court held that Section 252(i) allows a company to terminate an agreement and pick another one to replace it. Sprint states that in that case, the federal court granted summary judgment in Sprint's favor on Sprint's claim that it should be allowed to adopt the GTE/AT&T agreement.

Sprint further asserts in its Brief that GTEFL's actions with regard to its current interconnection agreement with Sprint are at odds with GTEFL's own argument that the current agreement is binding. Sprint states that GTEFL has admitted that it did not sign the agreement voluntarily and has included a disclaimer to that effect in its signature to the agreement. As such, Sprint argues that there was no true agreement under contract principles; thus, a binding contract does not exist.

Furthermore, Sprint argues that even if there were a valid contract between Sprint and GTEFL, there is case law supporting the proposition that a statutory duty cannot be abrogated by private contractual provisions.[1] Sprint adds that GTEFL has appealed our decision approving the arbitrated interconnection agreement between GTEFL and Sprint to the U.S. District Court for the Northern District of Florida. Sprint states that the federal court stayed the pending action in that case pending the outcome of Sprint's Petition in this Docket. Sprint states that in staying the federal action, Judge Hinkle noted that Section 252(i) does not include language indicating that carriers which already have an interconnection agreement with the ILEC are precluded from electing another agreement in accordance with Section 252(i).

Sprint also states in its Brief that the various requirements associated with adopting an interconnection agreement will act as a restraint preventing companies from constantly changing contracts as suggested by GTEFL. Sprint adds that we retain jurisdiction to address any abuses of the process that we perceive.

Finally, in support of its arguments, Sprint asserts that other state commissions have interpreted Section 252(i) to allow Sprint to adopt other GTE/AT&T agreements. In its Memorandum, Sprint asserts that other state commissions have been faced with this very question and have granted Sprint's requests to adopt the GTEFL/AT&T agreements. Sprint further asserts that, to date, no state commission has denied a Sprint request to adopt an approved GTE/AT&T agreement.[2] Sprint asserts that the Washington and Minnesota Commissions recognized that there is no language in Section 252(i) that indicates that Congress intended to allow telecommunications carriers to adopt agreements under Section 252(i) only if they did not already have a prior agreement with the

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[1]In Footnote 4, at page 4 of Sprint's Brief, Sprint cites Connolly v. Pension Benefit Guar. Corp., 475 U.S. 211, 224 (1986); Ewert v. Bluejacket, 259 U.S. 129 (1922); and Gully v. Southwestern Bell Tel. Co., 774 F.2d 1287 (5th Cir. 1985).

[2]In Footnote 3, of page 3 of Sprint's November 20, 1997, Memorandum, Sprint cites Dockets before the California Public Utility Commission, the Public Utility Commission of Hawaii, the Indiana Utility Regulatory Commission, the Minnesota Public Utility Commission, the Public Utility Commission of Ohio, and the Pennsylvania Public Utility Commission.

ILEC. Sprint fu. her states that the Minnesota Commission found that Sprint's actions in pursuing an arbitrated agreement then seeking to adopt another agreement under 252(i) were appropriate and stated:

> While the Commission agrees that significant resources have been expended in the arbitration proceeding, it is difficult to see how Sprint could have acted differently. In light of the swiftly opening competitive market, Sprint reasonably chose not to wait to see how other entrants' contracts developed before entering into interconnection negotiations with GTE. Once Sprint had started the negotiation process, federal deadlines dictated the timetable for progressing through arbitration and the final contract process. Sprint's actions were consistent with the policies and procedures of the Federal Act; they do not justify an abridgment of [Sprint's] right to adopt existing contracts under Section 252(i).

B. GTEFL

GTEFL opposes Sprint's request to elect the GTEFL/AT&T agreement. GTEFL states that Sprint's request contradicts our prior orders rejecting Sprint's requests in Docket No. 961173-TP to approve Sprint's election of the GTEFL/AT&T agreement.

In its September 23, 1997, Opposition to Sprint's Petition, GTEFL argues that we have already disapproved Sprint's post-arbitration, post-decision efforts to obtain the GTEFL/AT&T agreement. GTEFL notes that we directed Sprint and GTEFL to submit an agreement implementing the Commission's arbitration decision. GTEFL states, however, that Sprint instead submitted a version of the GTEFL/AT&T agreement. GTEFL states that Sprint then requested that we stay the post-arbitration proceedings in order to allow Sprint to elect the GTEFL/AT&T agreement. GTEFL notes that by Order No. PSC-97-0550-FOF-TP, issued May 13, 1997, we rejected Sprint's request. GTEFL further notes that in that Order we stated:

> Sprint, therefore, had ample opportunity prior to the Commission's final decision in this docket to withdraw its Petition for Arbitration and request the AT&T/GTEFL agreement. It chose not to do so. Rather, the arbitration continued. The issues were framed, litigation ensued and we made our determination on the evidence in the record. This, we believe, is the procedure contemplated by the Act. We do not believe Congress intended to permit parties to make parallel tracks in arbitration proceedings: one track to pursue the best deal possible in an arbitration, and the other track to keep all options open so that either party can abandon an arbitration order simply because it does not like what it gets.

GTEFL states that the same logic should apply in this attempt by Sprint to obtain the GTEFL/AT&T agreement. GTEFL argues that if Sprint is allowed to elect another agreement now, Sprint will never be bound by an agreement, and all of this Commission's previous efforts to ensure that the parties enter a binding agreement will have been for nothing. If Sprint is not bound by the current arbitrated agreement, GTEFL argues that the contract, as well as any other entered into under that Act, will be illusory.

GTEFL also asserts that parties must be bound by agreements under the Act, as made clear by the Eighth Circuit Court. GTEFL states that the Court struck down the FCC's "pick and choose" provisions, which would have allowed parties to unilaterally select portions of other agreements and incorporate them in their own agreement with the LEC. GTEFL states that the Court indicated that the "pick and choose" provisions conflicted with the Act's requirement that Agreements be binding. (GTEFL Opposition at p. 4, citing Iowa Util. Board v. Bell Atlantic Corp., Nos. 96-3321, etc., 1997-2 Trade Case (CCH)P71, 876, 1997 U.S. App. Lexis 18183 at 38 (8th Cir. July 18, 1997)). GTEFL also notes that the Court stated that LECs would have as much incentive as other carriers to avoid costs of prolonged negotiations or arbitrations by negotiating initial agreements that would satisfy a variety of future requesting carriers. Id. at 6. GTEFL asserts that Sprint's attempts to gain the GTEFL/AT&T agreement in place of its own valid agreement with GTEFL is clearly in conflict with the Court's enunciation of the Act's requirement.

In addition, GTEFL argues that Sprint already has a binding agreement with GTEFL. While GTEFL states that it agrees that a carrier can obtain an interconnection agreement by electing another agreement under Section 252(i), GTEFL asserts that the ability to elect an agreement is not "unqualified," as Sprint asserts. In its Opposition, GTEFL states that the right to elect an agreement under 252(i) is only an alternative to arbitration, not a simultaneous process. GTEFL states that Sprint should have elected the GTEFL/AT&T agreement before going through the arbitration process with GTEFL. GTEFL asserts that Sprint did not, and that it now has a valid arbitrated agreement with GTEFL. GTEFL argues, therefore, that Sprint should remain bound by its arbitrated agreement with GTEFL.

In its Response, GTEFL further asserts that Sprint's argument regarding the District Court's stay of the current appeal of the Sprint/GTEFL arbitration is misleading. Also, responding to Sprint's statement that GTEFL does not want Sprint to compete with GTEFL, in Florida, under any circumstances, GTEFL argues that it has not asked the court for an injunction of the existing contract between GTEFL and Sprint. GTEFL asserts that it stands ready to honor the contract during the pendency of the appeal. However, GTEFL argues that when the Court does find the contract unlawful, then it will be necessary to enter a new contract with Sprint. But, until the Court finds the current contract between Sprint and GTEFL unlawful, GTEFL states that it will perform under the terms of that contract; thus, it is not trying to prevent Sprint from competing in Florida.

GTEFL adds that the stay implemented by the District Court is not authority or guidance for the Commission in this decision. GTEFL argues that Sprint, in quoting the Court's discussion of the parties' interpretations of Section 252(i), failed to include the Court's full statement, which reads:

> GTE thus apparently asserts, in effect, that "any other telecommunications carrier," as used in Section 252(i), means "any other telecommunications carrier that does not itself have an agreement with the local exchange carrier."

> This is not, of course, what Congress said. Whether this is what Congress meant is not an issue now before this court.

GTEFL asserts that the Court clearly intends this issue to be a matter to be decided by us, and that the above dicta is not intended to provide any guidance.

Finally, GTEFL argues that we should reject Sprint's "opportunistic" arguments. Specifically, GTEFL asserts that contrary to Sprint's assertions, Sprint is not just seeking parity with AT&T. GTEFL argues that if that were all that Sprint truly wanted to do, it would have exercised its option to obtain the GTEFL/AT&T agreement earlier and avoided going through the rest of the arbitration process. GTEFL notes that we recognized that Sprint knew what the terms of the GTEFL/AT&T agreement were before Sprint's arbitration hearing began, but it went through the arbitration in the hope of obtaining even better terms. GTEFL further states that we acknowledged that it is

> . . . unfair for a party to impose on another party the time, effort, and expense of an arbitration proceeding, only to back out in the end because it did not get what it wanted from the proceeding.

See Order No. PSC-97-0550-FOF-TP at 11. Thus, GTEFL asks that we reject Sprint's request to allow it to elect the GTEFL/AT&T agreement now.

III. DETERMINATION

We note that we found the arguments of both parties compelling. This is a close issue. Nevertheless, our analysis of the arguments, the Act, and the pertinent case law, leads us to conclude that Sprint should be allowed to elect the GTEFL/AT&T agreement because: 1) the right to elect an agreement under Section 252(i) is not qualified in any way; 2) election under Section 252(i) promotes the Act's goal of a level playing field between all carriers; and, 3) Sprint's latest request to elect the GTEFL/AT&T agreement does not "parallel" any ongoing arbitration process between the two parties.

Specifically, we believe Sprint should be allowed to elect the GTEFL/AT&T agreement because Section 252(i) plainly states:

> A local exchange carrier shall make available any interconnection service, or network element provided under an agreement approved under this section to which it is a party to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement.

(Emphasis added). Our review of the Act has not revealed any provision that would indicate that Congress intended this provision to be limited to only those carriers that do not already have an approved agreement with the LEC.

While we agree with GTEFL's assertions that the Act requires agreements to be binding, we do not believe that the ability to elect an agreement under Section 252(i) conflicts with that requirement. To the extent that parties ultimately achieve an agreement that is acceptable to both parties, be that by negotiation, arbitration, or election under Section 252(i), the parties are then bound by the terms of that agreement for as long as they operate under that agreement. Merely because a carrier seeks to elect another agreement under Section 252(i) does not mean that whatever prior agreement the carrier had with the LEC was not binding; it simply means that the carrier seeks to be bound by different terms which it now deems more acceptable, and terms which the LEC has already deemed acceptable by entering into with another carrier.

Also, regarding GTEFL's assertion that the Eighth Circuit has already stated that the Act intends agreements to be binding, we note that the statements to which GTEFL refers were made within the context of a discussion regarding the FCC's "pick and choose" provisions. In that discussion, the Eighth Circuit focuses on the Act's apparent intent to encourage negotiation as the primary means for reaching agreements. The Eighth Circuit determined that the FCC's "pick and choose" provisions undermined negotiation as an option. It is not apparent to us that the statements by the Eighth Circuit within this context were intended to define the extent to which an agreement is actually "binding" under the Act. Furthermore, we find Sprint's assessment that the various requirements associated with entering an agreement with the LEC will prevent carriers from frivolously seeking to change agreements reasonable.

The act of entering into an early agreement with a LEC through negotiation or arbitration, should not preclude a carrier from taking advantage of another carrier's ability to negotiate more competitive terms with the LEC. To preclude a carrier from electing agreements could lead to imbalance among the new entrants based solely upon one carrier's ability to negotiate with the LEC better than another carrier. As indicated by Sprint's arguments, the new entrants seek parity not only with the LECs, but also with the other new entrants in the market. We believe that the Act's intent is that the success of all carriers in this new environment be marked by their ability to compete in the provision of telecommunications services based upon a level initial playing field, not upon their ability to negotiate an agreement with the LEC that is more advantageous than any other carrier is able to negotiate. Section 252(i) ensures that all carriers have the opportunity to enter the market at parity with other carriers and not be constrained by their ability, or inability, to negotiate advantageous terms.

Furthermore, if election under Section 252(i) is viewed only as an alternative to pursuing an agreement through negotiation or arbitration, carriers that actively seek entry into the competitive market would be penalized while carriers that take a "wait and see" approach by deferring entry into the market until some other carrier is able to establish appealing terms with the LEC would be rewarded. That view does not encourage timely entry into the new competitive market by as many viable carriers as possible.

Finally, we do not agree with GTEFL that a decision to allow Sprint to elect the GTEFL/AT&T agreement now would conflict with our prior decisions not allowing Sprint to do so. In our order approving the language to be included in the final arbitration agreement between Sprint and GTEFL, Order No. PSC-97-0550-FOF-TL, we denied Sprint's request for stay of the post-arbitration proceedings in Docket No. 961173-TP by stating that the Act does not intend for parties to take "parallel tracks" in arbitration proceedings. We further indicated that parties should not enter arbitration proceedings while keeping all other options open to pursue another course should the arbitration not produce the desired results. Order No. PSC-97-0550-FOF-TL at 8. We added, however, that

> It is unclear whether, after we approve an agreement, Sprint is foreclosed from obtaining relief under Section 252(i). Regardless, we

> do not believe that question is ripe for decision in this proceeding.

In the context of that Order and the circumstances surrounding the Sprint/GTEFL arbitration, our statement regarding a party's inability to take "parallel tracks" was simply intended to discourage any party from embarking upon the expensive and time-consuming arbitration process in circumstances where a party had a reasonable indication that another course would ultimately provide results that were preferable for that party. Once the arbitration proceedings have begun, a party will not be permitted to "waffle" regarding its intent to follow through with the process; it will also not be permitted to prolong the process with procedural attempts to alter its chosen course mid-stream. Once the arbitration proceedings have been concluded, however, and no further action remains to be undertaken within the context of the arbitration, a carrier may pursue a new "track" in its pursuit of parity, including election of another agreement under Section 252(i).

While the agreement produced in Docket No. 961173-TP is currently the subject of an appeal, there are no further determinations to be made in that docket. Thus, we shall allow Sprint to pursue the new "track" that it has chosen, which is the election of the GTEFL/AT&T agreement. As succinctly stated by the Minnesota Commission in its assessment of a similar situation:

> Sprint's actions were consistent with the policies and procedures of the Federal Act; they do not justify an abridgment of the CLEC's right to adopt existing contracts under Section 252(i).

Furthermore, we note that the GTEFL/AT&T agreement has been appealed to the Federal District Court. Nevertheless, Sprint has indicated that it only wants the same terms and conditions as those that AT&T obtains. Therefore, to the extent that the Court alters any of those terms and conditions, we shall allow Sprint to take the GTEFL/AT&T agreement subject to those modifications. The parties shall be required to submit the signed agreement within two weeks of this Order. Upon filing of the signed agreement, the agreement shall be deemed effective and binding upon the parties.

Based on the foregoing, it is therefore

ORDERED by the Florida Public Service Commission that the Petition for Approval of Section 252(i) Election of Interconnection Agreement with GTE Florida filed by Sprint Communications Company Limited Partnership d/b/a Sprint is granted. It is further

ORDERED that the parties shall file the signed agreement within two weeks of the issuance of this Order. It is further

ORDERED that upon the filing of the signed agreement, this docket shall be closed.

By ORDER of the Florida Public Service Commission this 6th day of February, 1998.

BLANCA S. BAYÓ, Director
Division of Records and Reporting

(S E A L)

BK

Dissents

Chairman Johnson and Commissioner Clark dissent from the decision in this Order. They find the arguments presented by both parties compelling, but believe that the intent of the Act is that agreements should be binding for the full term of the agreements.

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.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) 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 and/or wastewater utility by filing a notice of appeal with the Director, Division of Records and reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.