

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Initiation of show cause proceedings against Sprint-Florida, Incorporated for violation of service standards.

DOCKET NO. 991377-TL  
ORDER NO. PSC-00-2462-PAA-TL  
ISSUED: December 20, 2000

The following Commissioners participated in the disposition of this matter:

J. TERRY DEASON, Chairman  
E. LEON JACOBS, JR.  
BRAULIO L. BAEZ

NOTICE OF PROPOSED AGENCY ACTION  
APPROVING LIMITED RULE WAIVER AND  
FINAL ORDER APPROVING STIPULATION AND SETTLEMENT  
AS AMENDED AND CLARIFIED

BY THE COMMISSION:

NOTICE is hereby given by the Florida Public Service Commission that the action discussed herein relating to the limited rule waiver is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code.

BACKGROUND

On September 10, 1999, Commission staff (staff) opened this docket to initiate show cause proceedings against Sprint-Florida, Incorporated (Sprint) for apparent violation of service standards. On September 17, 1999, the Office of Public Counsel (OPC) filed its Notice of Intervention, which we acknowledged in Order No. PSC-99-2493-PCO-TL, issued December 20, 1999. During the November 30, 2000, Agenda Conference, we denied our staff's recommendation in Docket No. 991376-TL, which addressed similar issues for another local exchange company as those issues identified in this docket, and set for hearing not only Docket No. 991376-TL, but also Dockets Nos. 991377-TL and 991378-TL. Pursuant to Order No. PSC-00-0869-

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PCO-TL, issued May 2, 2000, this matter was scheduled for administrative hearing.

On June 27, 2000, Sprint and the OPC filed a Stipulation and Settlement and Petition for Limited Waiver of Rules 25-4.066(2), 25-4.070(3)(a), 25-4.073(1)(c) and (1)(d), and 25-4.110(2), Florida Administrative Code (Stipulation and Settlement). On August 11, 2000, notice of Sprint and the OPC's joint petition for waiver of Rules 25-4.066(2), 25-4.070(3)(a), 25-4.073(1)(c) and (1)(d), and 25-4.110(2), Florida Administrative Code, was published in Florida Administrative Weekly (FAW). No comments were received regarding Sprint and OPC's petition for limited rule waiver.

On August 15, 2000, Sprint filed a clarification letter regarding the Stipulation and Settlement. This matter was eventually scheduled for consideration at our November 28, 2000 Agenda Conference. On November 27, 2000, Sprint and OPC filed an Amendment to Stipulation and Settlement (Amendment), which along with the Stipulation and Settlement and the August 15, 2000 clarification letter are the subject of this Order.

### History

As noted previously, this docket was established to initiate a show cause proceeding against Sprint for its apparent violations of our service standards rules. Sprint and OPC proposed a settlement offer to resolve the pending show cause proceeding. We find it appropriate to discuss the rules and Sprint's apparent violation of said rules which were the subject matter of the show cause proceeding in order to lay a foundation for our approval of the settlement offer.

Rule 25-4.0185, Florida Administrative Code, Periodic Reports, requires that Sprint submit quarterly reports. We evaluate these quarterly reports to assess Sprint's performance relative to the Commission's rules on service standards. In filing these periodic reports, Sprint attests that the information provided is both true and accurate.

During the period January 1, 1996, through December 31, 1999, analysis of Sprint's quarterly reports indicates that Sprint had failed to consistently meet the service standards defined in Rule

25-4.066(2), 25-4.070(3)(a), and 25-4.073(1)(c) and (1)(d), Florida Administrative Code.

Rule 25-4.066(2), Florida Administrative Code, states:

Where central office and outside plant facilities are readily available, at least 90 percent of all requests for primary service in any calendar month shall normally be satisfied in each exchange or service center within an interval of three working days after receipt of application when all tariff requirements relating thereto have been complied with, except those instances where a later installation date is requested by the applicant or where special equipment or services are involved.

As demonstrated in the quarterly reports filed during the period January 1, 1996, through December 31, 1999, Sprint failed to meet the requirement that at least 90 percent of all requests for primary service be satisfied within three days per exchange as measured monthly. Sprint operates 103 exchanges within Florida and based on monthly measurements, the base line for the number of exchanges for the purposes of data collection is 12 times 103 exchanges or 1,236 measurements per year. Sprint's periodic reports indicate that it failed to meet the primary service installation standard in 63 exchanges (5.1%) during 1996, in zero exchanges during 1997, in ten exchanges (0.8%) during 1998, and in 181 exchanges (14.6%) during 1999. We further note that the majority of the primary service installation violations for 1999 occurred during the last four months of the year.

Rule 25-4.070(3)(a), Florida Administrative Code, states:

Service Interruption: Restoration of interrupted service shall be scheduled to insure at least 95 percent shall be cleared within 24 hours of report in each exchange as measured on a monthly basis. For any exchange failing to meet this objective, the company shall provide an explanation with its periodic report to the Commission.

Sprint's quarterly reports filed during the period January 1, 1996, through December 31, 1999, show that Sprint had failed to meet the requirement that at least 95 percent of interrupted

service shall be cleared within 24 hours of report in each exchange as measured monthly. Sprint's periodic reports indicate that it failed to meet the interrupted service repair standard in 324 exchanges (26.2%) during 1996, in 163 exchanges (13.2%) during 1997, in 247 exchanges (20%) during 1998, and in 300 exchanges (24.3%) during 1999. We note the positive trend in 1997 was followed by a negative trend in 1998 and 1999.

Rules 25-4.073(1)(c) and (1)(d), Florida Administrative Code, state:

© At least ninety (90%) percent of all calls directed to intercept, directory assistance and repair services and eighty (80%) percent of all calls to business offices shall be answered within thirty (30) seconds after the last digit is dialed.

(d) Notwithstanding © above, when a company utilizes a menu driven, automated, interactive answering system (referred to as the system), at least (95%) percent of the calls offered shall be answered within 15 seconds after the last digit is dialed. The initial recorded message presented by the system to the customer shall only identify the company and the general options available to the customer. The option of transferring to a live attendant shall be included in the initial message. For subscribers electing the option of transferring to a live assistant, except for business office calls, at least ninety-five (95%) percent of all calls shall be transferred by the system to a live attendant prepared to give immediate assistance within fifty-five (55) seconds after the last digit of the telephone number listed in the directory for the company's service(s) was dialed. Eighty-five (85%) percent of all such calls directed to any business office shall be transferred by the system to a live attendant within fifty-five (55) seconds after the last digit is dialed. At any time during the call, the customer shall be transferred to live assistance if the customer fails to interact with the system for a time period of ten (10) seconds following any prompt. For the purposes of this section, interaction means responding to a customer

prompt offered by the system by keying (pressing) a number or character of a Dual-Tone Multiple-Frequency (DTMF) keypad associated with a telephone.

Sprint's quarterly reports filed during the period January 1, 1996, through December 31, 1999, show that Sprint had failed to meet the answer time standard for calls to repair and the answer time standard for calls to the business office. Sprint's periodic reports indicate that it failed to meet the answer time standard for calls to repair 16 occurrences of a possible 24 during 1996, 3 occurrences of a possible 14 during 1997, 11 occurrences of a possible 12 during 1998, and 4 occurrences of a possible 12 during 1999. Sprint failed to meet the answer time standard for calls to the business office 11 occurrences of a possible 45 during 1996, 12 occurrences of a possible 48 during 1997, 16 occurrences of a possible 38 during 1998, and 12 occurrences of a possible 36 during 1999. The possible number of occurrences varied each year because Sprint maintained more than one business office in its operating territories, and utilized a combination of live attendants and interactive answering systems.

Based on these reports described above indicating failure to meet the service standards enumerated in Rules 25-4.066(2), 25-4.070(3)(a), 25-4.073(1)(c) and (1)(d), Florida Administrative Code, a show cause proceeding was initiated.

#### SETTLEMENT OFFER

##### A. Stipulation and Settlement

As noted above, on June 27, 2000, Sprint and the OPC filed a Stipulation and Settlement and Petition for Limited Waiver of Rules 25-4.066(2), 25-4.070(3)(a), 25-4.073(1)(c) and (1)(d), and 25-4.110(2), Florida Administrative Code, which is attached as Attachment A and by reference incorporated herein. The Stipulation and Settlement as filed purported to resolve all issues in this show cause proceeding. In the Stipulation and Settlement, Sprint agrees to implement a Service Guarantee Plan (SGP), for a minimum of two years, wherein Sprint will automatically provide direct credits to customers whose service is affected by delayed installation or repair of service. In addition, Sprint agrees to establish a Community Service Fund (CFS) wherein Sprint will provide credits to the Fund when it fails to meet the proposed

answer time and accessibility standards when customers call the business or repair offices. The CFS will be used to educate customers about and promote Sprint's Lifeline service. Pursuant to the Stipulation and Settlement, Sprint will not be subject to monetary penalties for its apparent violation of our rules for the period of January 1, 1996, through March 31, 2000. Under the Force Majeure clause, Sprint will be relieved of its obligations to provide credits for failure to meet the Service Guarantee Objectives for installation and repair service and answer time during declared emergencies such as hurricanes, work stoppages or acts of third parties outside of Sprint's control.

Under the originally proposed language in the Stipulation and Settlement, Sprint would be subject to the application of these rules during the interim period of April 1, 2000, to the point-in-time where the proposed SGP would be implemented (January 1, 2001 or six months after the Order approving the Stipulation and Settlement). Moreover, the original language of the Stipulation and Settlement established a Safe Harbor Threshold. Under the Safe Harbor Threshold, Sprint will not be subject to punitive action by the Commission unless its performance falls below the proposed thresholds which would have been 80% of the current standards in the rules.

B. Letter of Clarification

As noted previously, Sprint sent a letter dated August 15, 2000, in response to our staff's concerns regarding certain provisions of the Stipulation and Settlement, which is attached as Attachment B and incorporated herein by reference. OPC concurred in the August 15, 2000 letter.

Staff was concerned about language in the Stipulation and Settlement which stated "It is further the intent of the Parties that the waiver will be effective as to any amendments to the subject rules." In its letter, Sprint clarified that this language was "only intended to state the desire of the parties that the Commission be apprised that if and when any revision to the relevant rules occurs during the life of the Service Guarantee Plan (SGP), that the parties would like the waiver to be extended." Sprint acknowledged that the language was not intended to be binding on future Commissions. Further, Sprint recognized that any

change to the rules would inevitably impact on the SGP. However, Sprint explained that this language was an expression of its desire that the SGP be allowed to continue if the plan was producing a real benefit.

Staff also expressed a concern as to the customer base eligible for the credits for delayed installation and repair of service. In its letter, Sprint stated that the same customer base covered under the existing rules would be covered in the SGP. Sprint indicated that under the SGP, credits would be given to a basic service customer for primary line service that was installed after three days. Sprint states that these customers comprise of the same customers base to which Rule 25.4.066(2), Florida Administrative Code, is applicable. Sprint also stated that customers who experience service interruption exceeding 24 hours are eligible for a credit under the SGP which is the same customer base covered by the service interruption rule.

In addition, Sprint clarified its position on the application of credits under circumstance where a service interruption is reported but found to "test OK" or "found OK", and repeat trouble is reported. Sprint stated that the procedures it would use to determine the eligibility of customers for a credit are the same as those currently used for purposes of calculating rebates pursuant to Rule 25-4.110(2), Florida Administrative Code. Sprint further stated that except for the exclusion of Sundays and Holidays provided for in the Stipulation and Settlement, the intervals for credit eligibility will be determined in the same manner as our current refund rule.

In response to staff's concern as to whether a customer call reported as answered could encounter a message that Sprint could not answer the call or otherwise be "blocked", Sprint responded "no." Sprint stated in its letter that, except for "network busies," any blockage for high volume or any other reason would occur before the call could be measured for purposes of determining the average speed of answer (ASA). Sprint states that a "blocked" call is not used in determining compliance for ASA purposes, but is used in the calculation for determining Accessibility. Sprint notes that it is subject to graduated penalties under the SGP for failures to achieve either or both ASA or Accessibility measures.

In its letter, Sprint stated that it will continue to report its compliance with the rules using the current quarterly report. In addition, Sprint indicated that it will also file monthly reports that detail the credits made.

Staff had expressed concerns as to how the CFS related to the quality of service and whether the inclusion of the CSF was appropriate as a part of the SGP. Sprint indicated that expenditure of \$100,000 to fund the CSF is appropriate. Sprint asserts that instead of a non-specific contribution to the general fund of the State of Florida, this payment to the CFS will be directly related to telephone service. In addition, Sprint states the CFS will be a benefit to Sprint's customers by educating existing customers about the availability of Lifeline service which may result in additional customers being brought on line, thereby enhancing the value of all customers' services. Moreover, Sprint contends that approval of this expenditure would be consistent with Section 364.0252, Florida Statutes, "which requires the Commission to undertake effort to 'inform[] customers concerning the availability of Lifeline and Link-Up...'".

Sprint responded to staff's concern regarding an apparent lack of fine or penalty to the general fund for its apparent past violations. Sprint stated that utilizing past data from the total number of qualifying service orders and trouble tickets and comparing past years performances indicate that the cost to Sprint for similar past results will be material. Further, Sprint states that the parties considered the impact of this "atonement" for past performance in the design of the SGP.

As noted in this Order, Sprint addressed concerns raised by staff about specific operational aspects of the safe harbor provisions. However, we note that the safe harbor provisions are no longer relevant to the consideration of the Stipulation and Settlement as amended and clarified below.

The last concern raised by staff was the determination of the implementation date with respect to the finality of any Commission order approving the Stipulation and Settlement. Sprint agreed that the language contained in the Stipulation and Settlement leaves room for interpretation regarding the implementation date. Sprint stated that it anticipated that the Petition for Waiver embedded in

the Stipulation and Settlement would be handled through the Proposed Agency Action (PAA). Sprint clarified its interpretation of the language stating the parties expressly requested that the effective date of the final order on the settlement be synchronized with the issuance date of the consummating order on the PAA issue. Sprint explained that the SGP establishes a required implementation date as January 1, 2000, or six-months after the final order approving the Stipulation and Settlement. Sprint stated that the term "final order" should be read to mean the effective date of said order. Therefore, Sprint contends that if the final order contains an effective date contingent upon the consummating order date, the implementation date of the Stipulation and Settlement will be six months from the consummating order date.

C. Amendment to Stipulation and Settlement

Staff continued to have concerns with Sprint's and OPC's proposal. Discussions took place. Subsequently, Sprint and OPC filed an Amendment to the Stipulation and Settlement which is attached to this Order as Attachment C and incorporated herein by reference.

The Amendment proposes several new conditions and terms and provides further clarifications. Under the terms of the Amendment, Sprint will make a \$75,000 voluntary contribution to the General Revenue Fund. This voluntary contribution will resolve fully all potential or alleged service deficiencies for the period of April 1, 2000 through the issuance date of the final order adopting the Stipulation and Settlement and Amendment.

In addition according to the Amendment, Sprint and OPC agree to eliminate the safe harbor provisions contained in the Stipulation and Settlement. The Amendment also allows us to terminate the Stipulation and Settlement for any reason. While the Stipulation and Settlement as amended is in effect, Sprint will be liable for credits to customers and credits to the CSF. However, if we terminate the Stipulation and Agreement as amended, then Sprint will no longer be liable for these automatic credits, but will be subject to Rules 25-4.066(2), 25-4.070(3)(a), 25-4.073(1)(c) and (1)(d), and 25-4.110(2), Florida Administrative Code, in their entirety. Under the Agreement, Sprint will only be subject to

sanction for violations of the above named rules that may occur after termination of the agreement.

To the extent that the original Stipulation and Settlement require adoption in its entirety, Sprint and OPC acknowledge that the Amendment was entered into notwithstanding that provision, thereby amending the original Stipulation and Settlement. Sprint and OPC also acknowledge that the provisions in Sections D.3 and D.4 of the Stipulation and Settlement contrary to the Amendment will not apply. Furthermore, payment of fines under Section 1 and 3.D.2. contrary to the Amendment will not apply. At the November 28, 2000, Agenda Conference, Sprint clarified that the Amendment's reference to the payment of fines pursuant to Section 3.D.2 under the Stipulation and Settlement was not intended to include the initial \$100,000 credit.

D. Analysis of the Limited Waiver Provision

As noted previously, Sprint filed a Stipulation and Settlement which contains a Petition for Limited Waiver of Rules 25-4.066(2), 25-4.070(3)(a), 25-4.073(1)(c) and (1)(d), and 25-4.110(2), Florida Administrative Code. We note that in the petition, Sprint has requested a limited waiver of the application of Rule 25-4.110(2), Florida Administrative Code, requiring billing credits for delayed installation and repair in service.

Section 120.542(2), Florida Statutes, states in part:

. . . waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person and when application of a rule would create a substantial hardship or would violate the principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the . . . waiver.

With respect to the Stipulation and Settlement Agreement, the parties assert that the provisions of the settlement will meet the

underlying purpose of the Statute by other means. The parties aver that by providing direct credits to the customers whose service is affected by delays in installation or repair, the purpose of the underlying statutes is satisfied. The parties argue that the direct and material credits to basic service subscribers meets the provisions of the Florida Statutes which authorize the Commission to establish, monitor and enforce service standards such as Section 364.01(4) and Section 364.025, Florida Statute (carrier of last resort, service availability respectively). The parties further assert that the graduated credit schedules will act as discipline mechanisms because penalties increase in relation to the length of the delay.

The purpose of the service standard rules is to define standards that are effective and equally applicable to all Florida consumers. Under the Stipulation and Settlement as amended and clarified, service standards will not be lowered for Sprint. We note that for purposes of monitoring compliance by our staff, the current standards for these rules shall apply. We find that Sprint has demonstrated that it can meet the underlying purpose of Chapter 364, Florida Statutes, so long as the settlement offer is effective in assuring compliance with current standards.

Further, the parties state that while the settlement offer is in effect, the application of Rules 25-4.066(2), 25-4.070(3)(a), 25-4.073(1)(c) and (1)(d), and 25-4.110(2), Florida Administrative Code, would constitute unfairness or economic hardship for Sprint because this would lead to duplicate penalties.

We find that Sprint would be subject to an economic hardship if the Stipulation and Settlement as amended and clarified is approved without the limited waiver of Rules 25-4.066(2), 25-4.070(3)(a), 25-4.073(1)(c) and (1)(d), and 25-4.110(2), Florida Administrative Code. Therefore, we find that Sprint has shown that it will suffer an economic hardship during the period the settlement is effective.

Based on the foregoing, we find it appropriate to grant the limited waiver of Rules 25-4.066(2), 25-4.070(3)(a), 25-4.073(1)(c) and (1)(d), and 25-4.110(2), Florida Administrative Code, for the duration of the settlement provided that the subject rules are not

amended by the Commission during this time and the Stipulation and Settlement as clarified and amended is not terminated.

DECISION

We note that our staff's concerns raised in its November 16, 2000 recommendation have been addressed as discussed above. At the November 28, 2000, Agenda Conference, our staff supported the Stipulation and Settlement as clarified by the August 15, 2000 letter and amended by the November 27, 2000 Amendment. We believe that the parties' goals in the Stipulation and Settlement as amended and clarified are very commendable.

The Stipulation and Settlement as clarified and amended offers a monetary penalty for Sprint's past apparent violations of the service standards. We believe that the Stipulation and Settlement as clarified and amended will provide an incentive to Sprint to comply with our rules and improve its current service levels. Our staff will continue to monitor Sprint's compliance with Rules 25-4.066(2), 25-4.070(3)(a), 25-4.073(1)(c) and (1)(d), and 25-4.110(2), Florida Administrative Code, while this settlement is in effect. Should this settlement fail to result in improving service in the areas covered by the settlement, we may terminate the settlement. If we terminate the settlement, the limited waiver of our rules will also be terminated. To the extent the Amendment conflicts with the Stipulation and Settlement, the provision of the Amendment shall supersede.

Based on the foregoing, we find that the Stipulation and Settlement as clarified by the August 15, 2000 letter and amended by the November 27, 2000 Amendment is in the public interest. Accordingly, we approve the Stipulation and Settlement and Petition for Limited Waiver of Rules 25-4.066(2), 25-4.070(3)(a), 25-4.073(1)(c) and (1)(d), and 25-4.110(2), Florida Administrative Code, incorporating the August 15, 2000 letter and the Amendment to the Stipulation offered by Sprint and OPC. Sprint-Florida's voluntary contribution shall be received within 35 days of this final order approving the Settlement and shall identify the docket number and company name. The contribution shall be forwarded to the Office of the Comptroller for deposit in the State of Florida General Revenue Fund pursuant to Section 364.285 (1), Florida Statutes.

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Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the Stipulation and Settlement and Petition for Limited Waiver of Rules 25-4.066(2), 25-4.070(3)(a), 25-4.073(1)(c) and (1)(d), and 25-4.110(2), Florida Administrative Code, (Attachment A), incorporating the August 15, 2000 letter (Attachment B), and the November 27, 2000 Amendment to the Stipulation and Settlement offered by Sprint-Florida, Incorporated and the Office of Public Counsel (Attachment C), are hereby approved. Attachments A, B, and C are attached to this Order and by reference incorporated herein. It is further

ORDERED that for purposes of the final order date that triggers the implementation dates contained within the Stipulation and Settlement as amended and clarified, the date shall be the issuance date of the Consummating Order resulting from this docket. It is further

ORDERED that Limit Waiver of Rules 25-4.066(2), 25-4.070(3)(a), 25-4.073(1)(c) and (1)(d), and 25-4.110(2), Florida Administrative Code, shall be for the duration of the Stipulation and Settlement as amended and clarified herein. It is further

ORDERED that Sprint-Florida, Incorporated shall continue to include in its periodic reports filed in accordance with Rule 25-4.0185, Florida Administrative Code, Periodic Reports, the required information on Rules 25-4.066(2), 25-4.070(3)(a), 25-4.073(1)(c) and (1)(d), and 25-4.110(2), Florida Administrative Code. It is further

ORDERED that Sprint-Florida's voluntary contribution shall be received within 35 days of the final order approving the Settlement and shall identify the docket number and company name. The contribution shall be forwarded to the Office of the Comptroller for deposit in the State of Florida General Revenue Fund pursuant to Section 364.285 (1), Florida Statutes. It is further

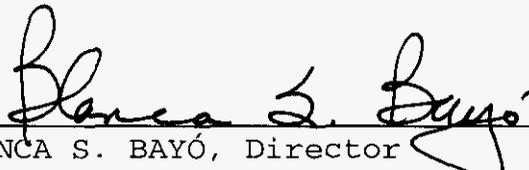
ORDERED that the provisions of this Order approving the Petition for Limited Waiver are issued as proposed agency action, and shall become final and effective upon the issuance of a Consummating Order, unless a timely protest is filed in accordance

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with the Notice of Further Proceeding or Judicial Review as set forth below. It is further

ORDERED that this docket shall be administratively closed upon issuance of a Consummating Order, if no timely protest is filed, and upon our staff's verification that the voluntary contribution to the General Revenue Fund has been made in accordance with terms of the Stipulation and Settlement as amended and clarified.

By ORDER of the Florida Public Service Commission this 20th day of December, 2000.

  
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BLANCA S. BAYÓ, Director  
Division of Records and Reporting

( S E A L )

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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.

As identified in the body of this order, our action on the petition for limited waiver is preliminary in nature. Any person

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whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Director, Division of Records and Reporting, at 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on January 10, 2001. If such a petition is filed, 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. In the absence of such a petition, this order shall become effective and final upon the issuance of a Consummating Order.

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

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 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 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.