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August 8, 2007 – **VIA ELECTRONIC MAIL**

Ann Cole, Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 070297-EI
Review of 2007 Electric Infrastructure Storm Hardening Plan filed pursuant to
Rule 25-6.0342, F.A.C., submitted by Tampa Electric Company

Docket No. 070298-EI
Review of 2007 Electric Infrastructure Storm Hardening Plan filed pursuant to
Rule 25-6.0342, F.A.C., submitted by Progress Energy Florida, Inc.

Docket No. 070299-TP
Review of 2007 Electric Infrastructure Storm Hardening Plan filed pursuant to
Rule 25-6.0342, F.A.C., submitted by Gulf Power Company

Docket No. 070301-EI
Review of 2007 Electric Infrastructure Storm Hardening Plan filed pursuant to
Rule 25-6.0342, F.A.C., submitted by Florida Power & Light Company

Dear Ms. Cole:

Enclosed are Verizon Florida LLC’s Issues ID lists for filing in Docket Nos. 070297-EI, 070298-EI and 070301-EI. Service has been made as indicated on the Certificate of Service. If there are any questions regarding this filing, please contact me at (770) 284-5498.

Sincerely,

s/ Dulaney L. O’Roark III

Dulaney L. O’Roark III

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Enclosures

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of the foregoing were sent via U.S. mail on August 8, 2007 to the parties on the attached list.

s/ Dulaney L. O'Roark III

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Preliminary Generic Draft Issues: Docket 070297-EI
Verizon Positions on TECO Plan

1. Does the Company's Plan meet the desired objectives of enhancing reliability and reducing restoration costs and outage times in a prudent, practical, and cost-effective manner to the affected parties? [Rule 25-6.0342(2)]

See Verizon's response to Issue No. 14.

2. Does the Company's Plan address the extent to which, at a minimum, the Plan complies with the National Electric Safety Code (ANSI C-2) [NESC] that is applicable pursuant to subsection 25-6.0345(2), F.A.C. [Rule 25-6.0342(3)(a)]

No. Although the Company's Plan addresses this subject, Verizon cannot complete its assessment of this aspect of the Plan until sufficient project level detail has been provided.

3. Does the Company's Plan address the extent to which the extreme wind loading standards specified by Figure 250-2(d) of the 2007 edition of the NESC are adopted for new distribution facility construction? [Rule 25-6.0342(3)(b)1]

No. Although the Company's Plan addresses this subject, Verizon cannot complete its assessment of this aspect of the Plan until sufficient project level detail has been provided. At a minimum, Verizon objects to the Plan to the extent it purports to impose rates, terms and conditions that are inconsistent with the parties' joint use agreement.

4. Does the Company's Plan address the extent to which the extreme wind loading standards specified by Figure 250-2(d) of the 2007 edition of the NESC are adopted for major planned work on the distribution system, including expansion, rebuild, or relocation of existing facilities, assigned on or after the effective date of this rule distribution facility construction? [Rule 25-6.0342(3)(b)2]

No. Although the Company's Plan addresses this subject, Verizon cannot complete its assessment of this aspect of the Plan until sufficient project level detail has been provided. At a minimum, Verizon objects to the Plan to the extent it purports to impose rates, terms and conditions that are inconsistent with the parties' joint use agreement.

5. Does the Company's Plan address the extent to which the extreme wind loading standards specified by Figure 250-2(d) of the 2007 edition of the NESC are adopted for distribution facilities serving critical infrastructure facilities and along major thoroughfares taking into account political and geographical boundaries and other applicable operational considerations? [Rule 25-6.0342(3)(b)3]

No. Although the Company's Plan addresses this subject, Verizon cannot complete its assessment of this aspect of the Plan until sufficient project level detail has been provided. At a minimum, Verizon objects to the Plan to the extent it purports to impose rates, terms and conditions that are inconsistent with the parties' joint use agreement.

**Preliminary Generic Draft Issues: Docket 070297-EI
Verizon Positions on TECO Plan**

6. Does the Company's Plan address the extent to which its distribution facilities are designed to mitigate damage to underground and supporting overhead transmission and distribution facilities due to flooding and storm surges? [Rule 25-6.0342(3)(c)]

No. Although the Company's Plan addresses this subject, Verizon cannot complete its assessment of this aspect of the Plan until sufficient project level detail has been provided.

7. Does the Company's Plan address the extent to which the placement of new and replacement distribution facilities facilitate safe and efficient access for installation and maintenance pursuant to Rule 25-6.0341, F.A.C? [Rule 25-6.0342(3)(d)]

No. Although the Company's Plan addresses this subject, Verizon cannot complete its assessment of this aspect of the Plan until sufficient project level detail has been provided.

8. Does the Company's Plan provide a detailed description of its deployment strategy including a description of the facilities affected; including technical design specifications, construction standards, and construction methodologies employed? [Rule 25-6.0342(4)(a)]

No. The Plan provides a general description of the facilities affected and identifies projects for 2007 through 2009, but the Plan lacks project level detail. Verizon notes that the Company has provided certain additional project information to Verizon that is not included in the Plan.

9. Does the Company's Plan provide a detailed description of the communities and areas within the utility's service area where the electric infrastructure improvements, including facilities identified by the utility as critical infrastructure and along major thoroughfares pursuant to subparagraph (3)(b)3, are to be made? [Rule 25-6.0342(4)(b)]

No. The Plan provides a general description of the facilities affected and identifies projects for 2007 through 2009, but the Plan lacks project level detail. Verizon notes that the Company has provided certain additional project information to Verizon that is not included in the Plan.

10. Does the Company's Plan provide a detailed description of the extent to which the electric infrastructure improvements involve joint use facilities on which third-party attachments exist? [Rule 25-6.0342(4)(c)]

No. The Plan does not provide a detailed description of the extent to which the electric infrastructure improvements involve joint use facilities with third-party attachments.

11. Does the Company's Plan provide an estimate of the costs and benefits to the utility of making the electric infrastructure improvements, including the effect on reducing storm restoration costs and customer outages? [Rule 25-6.0342(4)(d)]

Preliminary Generic Draft Issues: Docket 070297-EI
Verizon Positions on TECO Plan

No. Although the Plan includes high level cost estimates for 2007-09 of making infrastructure improvements, Verizon cannot complete its assessment of this aspect of the Plan until sufficient project level detail has been provided. Moreover, the Plan does not estimate or quantify the net benefits, if any, of implementing the Plan.

12. Does the Company's Plan provide an estimate of the costs and benefits, obtained pursuant to subsection (6) below, to third-party attachers affected by the electric infrastructure improvements, including the effect on reducing storm restoration costs and customer outages realized by the third-party attachers? (Rule 25-6.0342(4)(e))

No. The Plan does not provide such an estimate. Based on the information that has been provided thus far, Verizon is working to provide an initial estimate of its costs. Verizon will not be able to provide a complete assessment of the costs and benefits (if any) until sufficient project level detail has been provided.

13. Does the Company's Plan include written Attachment Standards and Procedures addressing safety, reliability, pole loading capacity, and engineering standards and procedures for attachments by others to the utility's electric transmission and distribution poles that meet or exceed the edition of the National Electrical Safety Code (ANSI C-2) that is applicable pursuant to Rule 25-6.034, FAC.? [Rule 25-6.0342(5)]

No. Although the Company's Plan includes attachment standards and procedures, Verizon objects to them to the extent they purport to impose rates, terms and conditions that are inconsistent with the parties' joint use agreement.

14. Base on the resolution of the preceding issues, should the Commission find that the Company's Plan meets the desired objectives of enhancing reliability and reducing restoration costs and outage times in a prudent, practical, and cost-effective manner to the affected parties. [Rule 25-6.0342(1) and (2)]

No. The Plan should be supplemented to provide sufficient project level detail. Moreover, based on Verizon's objections stated in response to the previous issues, the Plan fails to demonstrate that it achieves the objectives of enhancing reliability and reducing restoration costs and outage times in a prudent, practical, and cost-effective manner to the affected parties.

Preliminary Generic Draft Issues: Docket 070298-EI
Verizon Positions on PEF Plan

1. Does the Company's Plan meet the desired objectives of enhancing reliability and reducing restoration costs and outage times in a prudent, practical, and cost-effective manner to the affected parties? [Rule 25-6.0342(2)]

See Verizon's response to Issue No. 14.

2. Does the Company's Plan address the extent to which, at a minimum, the Plan complies with the National Electric Safety Code (ANSI C-2) [NESC] that is applicable pursuant to subsection 25-6.0345(2), F.A.C. [Rule 25-6.0342(3)(a)]

No. Although the Company's Plan addresses this subject, Verizon cannot complete its assessment of this aspect of the Plan until sufficient project level detail has been provided.

3. Does the Company's Plan address the extent to which the extreme wind loading standards specified by Figure 250-2(d) of the 2007 edition of the NESC are adopted for new distribution facility construction? [Rule 25-6.0342(3)(b)1]

No. Although the Company's Plan addresses this subject, Verizon cannot complete its assessment of this aspect of the Plan until sufficient project level detail has been provided.

4. Does the Company's Plan address the extent to which the extreme wind loading standards specified by Figure 250-2(d) of the 2007 edition of the NESC are adopted for major planned work on the distribution system, including expansion, rebuild, or relocation of existing facilities, assigned on or after the effective date of this rule distribution facility construction? [Rule 25-6.0342(3)(b)2]

No. Although the Company's Plan addresses this subject, Verizon cannot complete its assessment of this aspect of the Plan until sufficient project level detail has been provided.

5. Does the Company's Plan address the extent to which the extreme wind loading standards specified by Figure 250-2(d) of the 2007 edition of the NESC are adopted for distribution facilities serving critical infrastructure facilities and along major thoroughfares taking into account political and geographical boundaries and other applicable operational considerations? [Rule 25-6.0342(3)(b)3]

No. Although the Company's Plan addresses this subject, Verizon cannot complete its assessment of this aspect of the Plan until sufficient project level detail has been provided.

6. Does the Company's Plan address the extent to which its distribution facilities are designed to mitigate damage to underground and supporting overhead transmission and distribution facilities due to flooding and storm surges? [Rule 25-6.0342(3)(c)]

No. Although the Company's Plan addresses this subject, Verizon cannot complete its assessment of this aspect of the Plan until sufficient project level detail has been provided.

Preliminary Generic Draft Issues: Docket 070298-EI
Verizon Positions on PEF Plan

7. Does the Company's Plan address the extent to which the placement of new and replacement distribution facilities facilitate safe and efficient access for installation and maintenance pursuant to Rule 25-6.0341, F.A.C? [Rule 25-6.0342(3)(d)]

No. Although the Company's Plan addresses this subject, Verizon cannot complete its assessment of this aspect of the Plan until sufficient project level detail has been provided.

8. Does the Company's Plan provide a detailed description of its deployment strategy including a description of the facilities affected; including technical design specifications, construction standards, and construction methodologies employed? [Rule 25-6.0342(4)(a)]

No. The Plan provides a general description of the facilities affected for 2007, including a list of possible projects identified by the AIS model, but the Plan lacks such a general description for 2008-09 projects and lacks project level detail for 2007-09. Verizon notes that the Company has provided certain additional project information to Verizon that is not included in the Plan.

9. Does the Company's Plan provide a detailed description of the communities and areas within the utility's service area where the electric infrastructure improvements, including facilities identified by the utility as critical infrastructure and along major thoroughfares pursuant to subparagraph (3)(b)3, are to be made? [Rule 25-6.0342(4)(b)]

No. The Plan provides a general description of the facilities affected for 2007, including a list of possible projects identified by the AIS model, but the Plan lacks such a general description for 2008-09 projects and lacks project level detail for 2007-09. Verizon notes that the Company has provided certain additional project information to Verizon that is not included in the Plan.

10. Does the Company's Plan provide a detailed description of the extent to which the electric infrastructure improvements involve joint use facilities on which third-party attachments exist? [Rule 25-6.0342(4)(c)]

No. The Plan does not provide a detailed description of the extent to which the electric infrastructure improvements involve joint use facilities with third-party attachments.

11. Does the Company's Plan provide an estimate of the costs and benefits to the utility of making the electric infrastructure improvements, including the effect on reducing storm restoration costs and customer outages? [Rule 25-6.0342(4)(d)]

No. Although the Plan includes high level cost estimates for 2007-09 of making infrastructure improvements, Verizon cannot complete its assessment of this aspect of the Plan until sufficient project level detail has been provided. Moreover, the Plan does not estimate or quantify the net benefits, if any, of implementing the Plan.

**Preliminary Generic Draft Issues: Docket 070298-EI
Verizon Positions on PEF Plan**

12. Does the Company's Plan provide an estimate of the costs and benefits, obtained pursuant to subsection (6) below, to third-party attachers affected by the electric infrastructure improvements, including the effect on reducing storm restoration costs and customer outages realized by the third-party attachers? (Rule 25-6.0342(4)(e))

No. The Plan does not provide such an estimate. Based on the information that has been provided thus far, Verizon is working to provide an initial estimate of its costs. Verizon will not be able to provide a complete assessment of the costs and benefits (if any) until sufficient project level detail has been provided.

13. Does the Company's Plan include written Attachment Standards and Procedures addressing safety, reliability, pole loading capacity, and engineering standards and procedures for attachments by others to the utility's electric transmission and distribution poles that meet or exceed the edition of the National Electrical Safety Code (ANSI C-2) that is applicable pursuant to Rule 25-6.034, FAC.? [Rule 25-6.0342(5)]

No. Although the Company's Plan includes attachment standards and procedures, Verizon objects to them to the extent they purport to impose rates, terms and conditions that are inconsistent with the parties' joint use agreement.

14. Base on the resolution of the preceding issues, should the Commission find that the Company's Plan meets the desired objectives of enhancing reliability and reducing restoration costs and outage times in a prudent, practical, and cost-effective manner to the affected parties. [Rule 25-6.0342(1) and (2)]

No. The Plan should be supplemented to provide sufficient project level detail. Moreover, based on Verizon's objections stated in response to the previous issues, the Plan fails to demonstrate that it achieves the objectives of enhancing reliability and reducing restoration costs and outage times in a prudent, practical, and cost-effective manner to the affected parties.

Preliminary Generic Draft Issues: Docket 070301-EI
Verizon Positions on FPL Plan

1. **Does the Company's Plan meet the desired objectives of enhancing reliability and reducing restoration costs and outage times in a prudent, practical, and cost-effective manner to the affected parties? [Rule 25-6.0342(2)]**

See Verizon's response to Issue No. 14.

2. **Does the Company's Plan address the extent to which, at a minimum, the Plan complies with the National Electric Safety Code (ANSI C-2) [NESC] that is applicable pursuant to subsection 25-6.0345(2), F.A.C. [Rule 25-6.0342(3)(a)]**

No. Although the Company's Plan addresses this subject, Verizon cannot complete its assessment of this aspect of the Plan until sufficient project level detail has been provided.

3. **Does the Company's Plan address the extent to which the extreme wind loading standards specified by Figure 250-2(d) of the 2007 edition of the NESC are adopted for new distribution facility construction? [Rule 25-6.0342(3)(b)1]**

No. Although the Company's Plan addresses this subject, Verizon cannot complete its assessment of this aspect of the Plan until sufficient project level detail has been provided. At a minimum, Verizon objects to the Plan to the extent it (i) purports to impose rates, terms and conditions that are inconsistent with the parties' joint use agreement; and (ii) adopts the extensive use of extreme wind loading standards.

4. **Does the Company's Plan address the extent to which the extreme wind loading standards specified by Figure 250-2(d) of the 2007 edition of the NESC are adopted for major planned work on the distribution system, including expansion, rebuild, or relocation of existing facilities, assigned on or after the effective date of this rule distribution facility construction? [Rule 25-6.0342(3)(b)2]**

No. Although the Company's Plan addresses this subject, Verizon cannot complete its assessment of this aspect of the Plan until sufficient project level detail has been provided. At a minimum, Verizon objects to the Plan to the extent it (i) purports to impose rates, terms and conditions that are inconsistent with the parties' joint use agreement and (ii) adopts the extensive use of extreme wind loading standards.

5. **Does the Company's Plan address the extent to which the extreme wind loading standards specified by Figure 250-2(d) of the 2007 edition of the NESC are adopted for distribution facilities serving critical infrastructure facilities and along major thoroughfares taking into account political and geographical boundaries and other applicable operational considerations? [Rule 25-6.0342(3)(b)3]**

No. Although the Company's Plan addresses this subject, Verizon cannot complete its assessment of this aspect of the Plan until sufficient project level detail has been provided. At a minimum, Verizon objects to the Plan to the extent it (i) purports to impose rates, terms and

Preliminary Generic Draft Issues: Docket 070301-EI
Verizon Positions on FPL Plan

conditions that are inconsistent with the parties' joint use agreement and (ii) adopts the extensive use of extreme wind loading standards.

6. Does the Company's Plan address the extent to which its distribution facilities are designed to mitigate damage to underground and supporting overhead transmission and distribution facilities due to flooding and storm surges? [Rule 25-6.0342(3)(c)]

No. Although the Company's Plan addresses this subject, Verizon cannot complete its assessment of this aspect of the Plan until sufficient project level detail has been provided.

7. Does the Company's Plan address the extent to which the placement of new and replacement distribution facilities facilitate safe and efficient access for installation and maintenance pursuant to Rule 25-6.0341, F.A.C? [Rule 25-6.0342(3)(d)]

No. Although the Company's Plan addresses this subject, Verizon cannot complete its assessment of this aspect of the Plan until sufficient project level detail has been provided.

8. Does the Company's Plan provide a detailed description of its deployment strategy including a description of the facilities affected; including technical design specifications, construction standards, and construction methodologies employed? [Rule 25-6.0342(4)(a)]

No. The Plan provides a general description of facilities affected for 2007, including a list of CIF customer names and a list of community project feeder route numbers, but the Plan lacks project level detail for 2007 and does not identify facilities affected in 2008 and 2009. Verizon notes that the Company has provided certain additional project information to Verizon that is not included in the Plan.

9. Does the Company's Plan provide a detailed description of the communities and areas within the utility's service area where the electric infrastructure improvements, including facilities identified by the utility as critical infrastructure and along major thoroughfares pursuant to subparagraph (3)(b)3, are to be made? [Rule 25-6.0342(4)(b)]

No. The Plan provides a general description of facilities affected for 2007, including a list of CIF customer names and a list of community project feeder route numbers, but the Plan lacks project level detail for 2007 and does not identify facilities affected in 2008 and 2009. Verizon notes that the Company has provided certain additional project information to Verizon that is not included in the Plan.

10. Does the Company's Plan provide a detailed description of the extent to which the electric infrastructure improvements involve joint use facilities on which third-party attachments exist? [Rule 25-6.0342(4)(c)]

No. The Plan does not provide a detailed description of the extent to which the electric infrastructure improvements involve joint use facilities with third-party attachments.

**Preliminary Generic Draft Issues: Docket 070301-EI
Verizon Positions on FPL Plan**

11. Does the Company's Plan provide an estimate of the costs and benefits to the utility of making the electric infrastructure improvements, including the effect on reducing storm restoration costs and customer outages? [Rule 25-6.0342(4)(d)]

No. Although the Plan includes high level cost estimates for 2007-09 of making infrastructure improvements, Verizon cannot complete its assessment of this aspect of the Plan until sufficient project level detail has been provided. Moreover, the Plan does not estimate or quantify the net benefits, if any, of implementing the Plan.

12. Does the Company's Plan provide an estimate of the costs and benefits, obtained pursuant to subsection (6) below, to third-party attachers affected by the electric infrastructure improvements, including the effect on reducing storm restoration costs and customer outages realized by the third-party attachers? (Rule 25-6.0342(4)(e))

No. The Plan does not provide such an estimate. Based on the information that has been provided thus far, Verizon is working to provide an initial estimate of its costs. Verizon will not be able to provide a complete assessment of the costs and benefits (if any) until sufficient project level detail has been provided.

13. Does the Company's Plan include written Attachment Standards and Procedures addressing safety, reliability, pole loading capacity, and engineering standards and procedures for attachments by others to the utility's electric transmission and distribution poles that meet or exceed the edition of the National Electrical Safety Code (ANSI C-2) that is applicable pursuant to Rule 25-6.034, FAC.? [Rule 25-6.0342(5)]

No. Although the Company's Plan includes attachment standards and procedures, Verizon objects to them to the extent they purport to impose rates, terms and conditions that are inconsistent with the parties' joint use agreement.

14. Based on the resolution of the preceding issues, should the Commission find that the Company's Plan meets the desired objectives of enhancing reliability and reducing restoration costs and outage times in a prudent, practical, and cost-effective manner to the affected parties? [Rule 25-6.0342(1) and (2)]

No. The Plan should be supplemented to provide sufficient project level detail. Moreover, based on Verizon's objections stated in response to the previous issues, the Plan fails to demonstrate that it achieves the objectives of enhancing reliability and reducing restoration costs and outage times in a prudent, practical, and cost-effective manner to the affected parties.