

Susan D. Ritenour
Secretary and Treasurer
and Regulatory Manager

One Energy Place
Pensacola, Florida 32520-0781

Tel 850.444.6231
Fax 850.444.6026
SDRITENO@southernco.com



September 28, 2007

RECEIVED - PPSC
07 OCT - 1 PM 10:01

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

Re: Docket No. 070299-EI: Review of 2007 Electric Infrastructure Storm
Hardening Plan filed pursuant to Rule 25-6.0342, FAC, submitted by
Gulf Company

Dear Ms. Cole:

Enclosed are an original and fifteen copies of a Proposed Stipulation and Agreement
executed by Gulf Power Company and Florida Cable Telecommunications Association,
which we ask that you file in the above captioned docket.

Copies have been served to the parties shown on the attached Certificate of Service

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COMMISSION
CLERK

Sincerely,

CMP 4 *Susan D. Ritenour*

COM _____

CTR _____

ECR 1 bh

GCL 4 Enclosures

OPC _____
cc w/encl.: All Parties of Record

RCA 1

SCR _____

SGA _____

SEC _____

OTH _____

DOCUMENT NUMBER-CAT#

08976 OCT-1 6

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE: Review of 2007 Electric Infrastructure)
Storm Hardening Plan filed pursuant to)
Rule 25-6.0342, Florida Administrative)
Code, submitted by Gulf Power Company)

Docket No.: 070299-EI

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing was furnished by regular U. S. mail, all this 28th day of September, 2007, on the following:

Embarq Florida, Inc.
Susan S. Masterton
Mailstop: FLTLHO0102
1313 Blair Stone Rd.
Tallahassee, FL 32301

AT&T Florida
J.Meza/E.Edenfield/J. Kay
c/o Ms. Nancy H. Sims
150 S. Monroe Street, Ste. 400
Tallahassee FL 32301-1556

City of Panama City Beach & PCB Comm.Redvelop. Agcy.
Richard Jackson
110 South Arnold Road
Panama City Beach FL 32413

North American Wood Pole Council
Dennis Hayward
7017 NE Highway 99, Suite 108
Vancouver WA 98665

Davis Law Firm
Maria T. Browne
Davis, Wright, Tremaine
1919 Pennsylvania Ave. NW, Ste.200
Washington DC 20006

Harrison Law Firm
Douglas J. Sale
Harrison Law Firm
Post Office Drawer 1579
Panama City FL 32402-1579

City of Panama City Beach & PCB Comm.Redvelop. Agcy. & Munic. Underground Utilities Cons.
Robert Scheffel Wright
John T. LaVia, III
Young van Assenderp, P.A.
225 S. Adams Street, Ste. 200
Tallahassee FL 32301

Town of Jupiter Island
Hon. Charles Falcone, Mayor
c/o Donald R. Hubbs, Asst. Town Manager
Post Office Box 7
Hobe Sound FL 33475

Municipal Underground Utilities Consortium
Thomas G. Bradford
Town of Palm Beach, Florida
Deputy Town Mgr
360 South County Road
Palm Beach FL 33480

Florida Cable Telecommunications Association, Inc.
246 E. 6th Avenue, Suite 100
Tallahassee FL 32303

Dulaney L. O'Roark III
General Counsel-SE Region
Verizon Florida LLC
Six Concourse Pkwy, Ste. 800
Atlanta GA 30328

Akerman Law Firm
Beth Keating
Akerman Senterfitt
105 East College Avenue
Tallahassee FL 32301

Keino Young
Florida Public Service Com.
2540 Shumard Oak Boulevard
Tallahassee FL 32399-0850

Katherine Fleming
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee FL 32399-0850

H.M. Rollins, P.E.
H.M. Rollins Company, Inc.
P. O. Box 3471
Gulfport MS 39505

Lisa Bennett
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee FL 32399-0850

Verizon Florida LLC
Mr. David Christian
106 East College Avenue, Suite 710
Tallahassee FL 32301-7721



JEFFREY A. STONE

Florida Bar No. 325953

RUSSELL A. BADDERS

Florida Bar No. 007455

STEVEN R. GRIFFIN

Florida Bar No. 0627569

BEGGS & LANE

P. O. Box 12950

Pensacola FL 32591-2950

(850) 432-2451

Attorneys for Gulf Power Company

STIPULATION AND AGREEMENT

This Stipulation and Agreement ("Agreement") is between Gulf Power Company ("Gulf") and the Florida Cable Telecommunications Association ("FCTA"), on behalf of its member-operators with pole attachments to Gulf's poles. The purpose of this Agreement is to resolve the issues of contention between Gulf and FCTA in Docket No. 070299-EI.

1. Overlapping Notification. FCTA has objected to the Overlapping Notification process proposed in Gulf's Storm Hardening Plan, as amended August 14, 2007 ("Plan"). The parties agree as follows:

a. the Overlapping Notification process, as set forth in Gulf's Plan, will be effective for a time period not to exceed one year from the execution of this Agreement;

b. the Overlapping Notification process will not apply where a party does not increase the weight or diameter of the existing attached bundle (in such cases, operators shall provide at least 5 days prior notice for purposes of coordinating work crews, and post-notice after completion of work);

c. the Overlapping Notification shall initially be 30 days but shall, after 90 days from the execution of this agreement or as soon as practicable thereafter, be shortened to a time period as short as Gulf's contractor will allow in order to perform the pole strength and loading analysis;

d. after 6 months, the parties will engage in a transition period (not to exceed 6 months) during which the parties will develop a process by which FCTA member operators can hire, manage and work directly with Gulf's pole strength and loading contractor on Overlapping Notifications;

e. no later than one year after the execution of this Agreement, the parties shall have in place the process referenced in part 1.d. above; the advance notice of overlapping required after the end of the transition period will be as short a time period as Gulf's contractor will allow in order to perform the pole strength and loading analysis; under no circumstances will this Agreement allow FCTA member operators to overlap where such overlapping would overload any pole or pole line;

f. the parties will incorporate the process and timetables set forth in this part 1. in any future pole attachment agreements to be executed between Gulf and FCTA member operators; and

g. Part 1 of this Agreement shall remain effective until the earlier of the following: (1) execution of new pole attachment agreements between Gulf and FCTA member operators, or (2) Florida Public Service Commission approval of Gulf's storm hardening plan submitted pursuant to F.A.C. 25-6.0342 covering the second three year plan period, 2010 to 2013.

2. Pole Strength and Loading Analysis. FCTA has inquired about the extent to which certain pole strength and loading software applications (namely Pole Foreman) account

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for the potential lateral guying effect of existing lateral lines on the pole. The parties agree as follows:

a. Gulf will evaluate and attempt in good faith to incorporate any methodology proposed by FCTA to account for the lateral guying effect of existing lateral lines on the pole, so long as such methodology is consistent with generally accepted engineering practices and the NESC;

b. in evaluating the loading impact of any third party attachment or overlash, Gulf and/or its contractor shall employ a reasonably practicable approach and shall consult with any third party attacher deemed responsible for overloading ; and

c. any charges imposed by Gulf or its contractor in performing the pole strength and loading analysis shall not exceed the reasonable and actual cost of such analysis without a mark-up.

3. 500 Pole Per Year Inspection Program. FCTA has objected to certain aspects of Gulf's planned inspection of 500 joint use pole per year set forth in Gulf's Plan. The parties agree as follows:

a. Gulf's annual 500 pole inspection program primarily is an assessment of the condition of the pole (i.e., whether it is rotten) and the loading impact of existing attachments;

b. The cost of Gulf's annual 500 pole inspection program will be recovered from third party attachers, if at all, through annual rental rate and not as a direct reimbursement;

c. Upon discovering a pole that is non-compliant, Gulf shall avoid changing out the pole unless necessary and would seek first to use guying and/or rearrangement of existing facilities; and

d. Permitted third party attachments and existing overlashings will not be deemed to have caused loading violations.

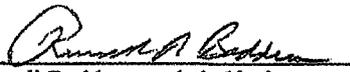
4. FCTA Withdrawal of Objections to Gulf's Plan. FCTA, on behalf of its member operators, agrees to withdraw its objections to Gulf's Plan and to withdraw its testimony in opposition to Gulf's Plan. FCTA further agrees to waive cross examination of Gulf's witnesses, and stipulate to the admission of their testimony.

5. Issue 38. Gulf agrees, and hereby clarifies its position on Issue 38, that Gulf is not seeking the approval of the Florida Public Service Commission of its attachment standards and procedures for third party attachments beyond a finding that Gulf has attachment standards and procedures for third party attachments that meet or exceed the NESC.

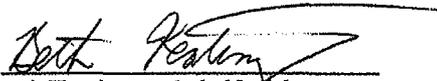
6. Pole Attachment Agreements. The parties further agree to proceed in good faith with the negotiation of new pole attachment agreements between Gulf and FCTA member operators.

7. No Waiver. FCTA does not waive any rights it may have to challenge those of Gulf's construction or attachment standards that exceed the requirements of the NESC as unreasonable.

8. Authority to Bind FCTA Member-Operators. The FCTA represents that it has authority to bind the FCTA member operators with attachments to Gulf's poles (Cox Communications Gulf Coast, LLC, Comcast of Panama City, Inc., Comcast Cable Communications, LLC, Brighthouse Networks, LLC, and Mediacom Southeast, LLC).

Signed: 
Russell Badders, on behalf of
Gulf Power Company

Date: September 28, 2007

Signed: 
Beth Keating, on behalf of the
FCTA and its member operators

Date: September 28, 2007