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September 7, 2007

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COMMISSION  
CLERK

Ms. 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, FAC, submitted by Tampa Electric Company  
**Docket No. 070298-EI**: Review of 2007 Electric Infrastructure Storm Hardening Plan filed pursuant to Rule 25-6.0342, FAC, submitted by Progress Energy Florida, Inc.  
**Docket No. 070299-EI**: Review of 2007 Electric Infrastructure Storm Hardening Plan filed pursuant to Rule 25-6.0342, FAC, submitted by Gulf Power Company  
**Docket No. 070301-EI**: Review of 2007 Electric Infrastructure Storm Hardening Plan filed pursuant to Rule 25-6.0342, FAC, submitted by Florida Power & Light Company

Dear Ms. Cole:

Enclosed is an original and fifteen copies of (1) BellSouth Telecommunications, Inc. d/b/a AT&T Florida's and TCG South Florida, Inc.'s Direct Testimony of Kirk Smith for Docket No. 070297-EI (Tampa Electric Company) and (2) BellSouth Telecommunication, Inc. d/b/a AT&T Florida's Direct Testimony of Kirk Smith for Docket Nos. 070298-EI (Progress Energy), 070299-EI (Gulf Power), and 070301-EI (Florida Power & Light) combined, which we ask that you file in the captioned dockets.

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

Sincerely,

*Jennifer S. Kay*  
Jennifer S. Kay

cc: All Parties of Record  
Jerry D. Hendrix  
E. Earl Edenfield, Jr.  
James Meza III

CMP 2  
COM 5  
CTR 1  
ECR 1  
GCL 2  
OPC \_\_\_\_\_  
RCA 1  
SCR \_\_\_\_\_  
SGA \_\_\_\_\_  
SEC \_\_\_\_\_  
OTH \_\_\_\_\_

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**CERTIFICATE OF SERVICE**  
**Docket Nos. 070297-EI, 070298-EI, 070299-EI and 070301-EI**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Electronic Mail, (\*) Facsimile and First Class U. S. Mail this 7<sup>th</sup> day of September, 2007 to the following:

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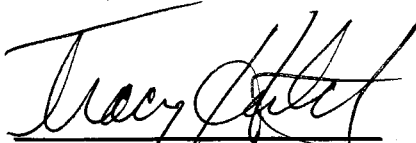
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Jennifer S. Kay

1 BELLSOUTH TELECOMMUNICATIONS, INC.  
2 d/b/a AT&T FLORIDA AND TCG SOUTH FLORIDA, INC.  
3

4 DIRECT TESTIMONY OF KIRK SMITH  
5

6 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION  
7

8 DOCKET NO. 070297-EI  
9

10 SEPTEMBER 7, 2007  
11

12 Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH  
13 TELECOMMUNICATIONS, INC. d/b/a AT&T FLORIDA ("AT&T FLORIDA"  
14 OR THE "COMPANY"), AND YOUR BUSINESS ADDRESS.  
15

16 A. My name is Kirk Smith. I am employed by the Company as Supervising Manager –  
17 Network Staff Support on the Network Operations Construction and Engineering  
18 Staff for the Company's nine-state Southeast region. My business address is 3535  
19 Colonnade Parkway, Rm. W3D, Birmingham, Alabama 35243.  
20

21 Q. PLEASE PROVIDE A BRIEF DESCRIPTION OF YOUR BACKGROUND AND  
22 EXPERIENCE.  
23

24 A. I graduated from Auburn University in 1973 with a Bachelor of Science degree in  
25 Industrial Engineering. I became employed by the Company in June 1973. I have  
26 held various line and staff positions with the Company, including positions in  
27 Construction, Engineering, Installation, Maintenance, Mechanization (Deployments  
28 and Support) and Contract Administration (Outside Plant Construction, Facility  
29 Locates, Engineering and Joint Use). I managed Regional Emergency Generator

1 Pools that deploy emergency generators in large scale power outages throughout the  
2 Company's nine-state southeast region. I provided support in my capacity as  
3 Manager–Network Operations Support for the Company to its Regional Emergency  
4 Control Center and have field experience in storm restoration, including hurricanes,  
5 ice storms and tornadoes. I assumed my current position as Supervising Manager –  
6 Network Staff Support on the Network Operations Construction and Engineering  
7 Staff in October 2002, and my current responsibilities include supervising a team of  
8 managers responsible for bidding and negotiating contracts for Outside Plant  
9 Construction, Facility Locating, Engineering, and Joint Use. The team is also  
10 responsible for administration of CATV license agreements, agreements for CLECs  
11 pertaining to pole attachments and conduit occupancy, and agreements for  
12 attachments to towers on some central offices. I participated at the various  
13 workshops held in this matter. I also participated in Docket No. 060077-TL  
14 regarding the mandated pole inspection cycle, and Dockets Nos. 060172-EU and  
15 060173-EU regarding storm hardening activities of investor-owned, rural  
16 cooperative and municipal electric utilities.

17  
18 Q. HAVE YOU ATTACHED ANY EXHIBITS TO YOUR TESTIMONY?

19 A. Yes, I have attached Exhibit KS-1 to my testimony.  
20  
21  
22  
23

1 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

2

3 A. The purpose of my testimony is to explain AT&T Florida's and TCG South Florida,  
4 Inc.'s ("TCG") positions on the 2007 – 2009 storm hardening plan (the "Plan") filed  
5 by Tampa Electric Company ("TECO") on May 7, 2007.

6

7 Q. PLEASE PROVIDE AN OVERVIEW OF AT&T FLORIDA'S AND TCG'S  
8 POSITIONS REGARDING TECO'S PLAN.

9

10 A. As a result of cooperative, good faith negotiations, AT&T Florida, TCG and TECO  
11 have reached an agreement wherein AT&T Florida, TCG and TECO have  
12 committed that they will support the jointly developed terms and conditions  
13 contained in the Process to Engage Third-Party Attachers (the "Third-Party Attacher  
14 Process"), a copy of which is attached as Exhibit KS-1. It is my understanding that  
15 Florida Power & Light Company, Gulf Power Company, Progress Energy Florida,  
16 Inc., Verizon, Embarq and the Florida Cable Telecommunications Association have  
17 also agreed to the Third-Party Attacher Process.

18

19 In addition, based on our review of the project details that TECO has included in its  
20 Plan and with the agreement between the parties to support the Third-Party Attacher  
21 Process, AT&T Florida and TCG have no objection to TECO's Plan at this time.

22

1 AT&T Florida and TCG submit this testimony to explain the Third Party Attacher  
2 Process and its value.

3

4 Q. PLEASE EXPLAIN THE PURPOSE OF THE THIRD-PARTY ATTACHER  
5 PROCESS.

6

7 A. AT&T Florida and TCG appreciate the Commission's interest in minimizing  
8 widespread power outages in the state following hurricanes or other extreme  
9 adverse weather conditions. As Rule 25-6.0342 of the Florida Administrative Code  
10 (the "Rule") provides, however, the investor-owned utilities have a responsibility to  
11 develop storm hardening plans that meet the desired objectives of enhancing  
12 reliability and reducing restoration costs and outage times in a manner that is  
13 prudent, practical and cost-effective to the affected parties. AT&T Florida's and  
14 TCG's primary concerns are that they (1) have sufficient time to review TECO's  
15 detailed deployment plans, (2) have the opportunity to provide meaningful input to  
16 TECO as contemplated by the Rule, (3) have enough details about the proposed  
17 work so that AT&T Florida and TCG can ascertain its projected costs, if any, and  
18 perform the cost-benefit analysis contemplated by the Rule, and (4) have sufficient  
19 time to communicate concerns, if any, to the Commission through the complaint  
20 process referenced in the Rule. The Third-Party Attacher Process alleviates these  
21 concerns by establishing a reasonable timetable for the exchange of information  
22 between the electric utility and the third-party attachers. The Third-Party Attacher  
23 Process is a critical tool for ensuring that an electric utility is hardening its



1 infrastructure in a way that is prudent, practical and cost-effective to affected parties  
2 as required by the Rule.

3

4 Q. PLEASE EXPLAIN FURTHER WHY AT&T FLORIDA AND TCG VIEW THE  
5 THIRD PARTY ATTACHER PROCESS AS CRITICAL TO COST-EFFECTIVE  
6 STORM HARDENING.

7

8 In order to perform a meaningful cost-benefit analysis of a particular storm  
9 hardening project, AT&T Florida and TCG need to know which poles will be  
10 affected, as well as the type of work the electric utility plans to perform. For  
11 example, AT&T Florida and TCG need to know whether the electric utility will  
12 replace poles, change from wood poles to poles of another material such as concrete  
13 or steel, place poles in locations different from the existing poles, or relocate or  
14 underground existing aerial facilities. Once AT&T Florida and TCG have this level  
15 of detail, they can evaluate how their facilities will be impacted, what work they  
16 would need to perform, and if there are potentially more cost-effective ways to  
17 harden the infrastructure in question.

18

19 I understand that it is may not be feasible for electric utilities to develop this level of  
20 detail years, or sometimes even many months, in advance of a storm hardening  
21 project due to changes in field conditions, changes in service needs, and even  
22 changes in internal budgets. Without this level of detail, however, AT&T Florida  
23 and TCG cannot perform a meaningful cost benefit analysis of a proposed project as

1 required by the Rule. Even for proposed projects that TECO has provided a higher  
2 level of detail for, engineering plans can change as you get closer in time to the start  
3 of the project for the reasons I previously mentioned.

4  
5 The Third-Party Attacher Process is a way to address this engineering reality. It  
6 ensures that the electric utility engages third-party attachers during the design phase  
7 of a project and that the dialogue continues through the construction phase. Under  
8 the Third-Party Attacher Process, AT&T Florida and TCG will have sufficient time  
9 to review the electric utility's proposed engineering plans, determine how their  
10 facilities will be affected and provide input on potentially more cost-effective ways  
11 to achieve the storm hardening goals. In the end, if the parties cannot overcome a  
12 disagreement, AT&T Florida and TCG will also have sufficient time to file a  
13 complaint with the Commission pursuant to the Rule.

14  
15 As an added benefit, the Third-Party Attacher Process opens the lines of  
16 communication between the parties which will likely result in a better overall  
17 working relationship, even beyond the storm hardening context.

18  
19 Q. HOW WILL THE THIRD-PARTY ATTACHER PROCESS WORK?

20  
21 A. By September 5 of each year, TECO will provide the third-party attachers with a list  
22 of projects identified in its 3-year plan that TECO plans to undertake in the  
23 following calendar year, pending internal budget approval. TECO will update this

1 list and provide it to the third-party attachers once it receives final budget approval  
2 for the proposed projects.

3  
4 Prior to engineering a job relative to a storm hardening project identified in its Plan,  
5 TECO will initiate a meeting with third-party attachers to discuss TECO's  
6 preliminary ideas for the scope of the work. At this pre-design meeting, TECO will  
7 (a) identify the poles involved; (b) identify whether it plans to replace poles, change  
8 from wood poles to poles of another material, place poles in different locations than  
9 the existing poles, relocate overhead facilities or underground existing aerial  
10 facilities; (c) provide the projected commencement date; and (d) provide other  
11 available information that would enable the third-party attachers to make necessary  
12 preparations and evaluate whether to seek dispute resolution before the  
13 Commission. During this pre-design phase, TECO will also seek input from the  
14 third-party attachers as required by the Rule. Once TECO finalizes its engineering  
15 plans, it will promptly provide them to the third-party attachers. TECO will also  
16 initiate a meeting with third-party attachers prior to construction to discuss  
17 coordination of work and a construction schedule.

18  
19 If TECO wants to amend its Plan, for example, to add a storm hardening project not  
20 previously identified in its Plan, TECO can file a petition with the Commission  
21 pursuant to the Rule.

22

1           Again, it is my opinion that implementation of the Third-Party Attacher Process  
2           gives the electric utilities the flexibility to finalize some of their engineering plans  
3           closer in time to construction, while giving the attaching entities sufficient time to  
4           evaluate specific storm hardening projects, provide input on them, perform a  
5           meaningful cost benefit analysis, and bring concerns before the Commission if  
6           necessary.

7

8           Q. Does this conclude your direct testimony?

9

10          A. Yes.

11

**PROCESS TO ENGAGE  
THIRD PARTY ATTACHERS**

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1. The electric utility and third-party attachers will engage in a continuous dialogue on the status of the electric utility's storm hardening plans. A third-party attacher that wishes to be part of this process ("Participant") shall provide notification in writing to the electric utility, providing the name and address of the person designated to receive communications from the electric utility. The electric utility may, no more than once a year, request that Participants confirm that they wish to continue being part of the process and update the name and address of the person designated to receive communication.
2. By September 5 of each year, the electric utility shall provide the Participants with a list of the projects identified in the electric utility's approved storm hardening plan on file with the Commission ("Plan") that the electric utility proposes to undertake in the following calendar year, pending internal budget approval. The electric utility shall provide the Participants with a list of such projects receiving final budget approval promptly as it becomes available.
3. Prior to engineering a job relative to a storm hardening project identified in its Plan, the electric utility shall initiate a meeting with Participants to discuss the electric utility's preliminary ideas for the scope of work ("Pre-Design Meeting"). At the Pre-Design Meeting, the electric utility shall (a) identify the poles involved; (b) identify whether the electric utility plans to

replace poles, change from wood poles to poles of another material (*e.g.*, steel or concrete), place poles in locations different from the existing poles, relocate overhead facilities or underground existing aerial facilities, and; (c) provide the projected commencement date, and; (d) upon request by a Participant, provide other available information that would enable the Participants to make necessary preparations and evaluate whether to seek dispute resolution pursuant to Rule 25-6.0342(7). During this pre-design phase of a project, the electric utility shall also seek input from Participants as required by Rule 25-6.0342(6).

4. The electric utility shall provide Participants with final engineering plans promptly upon completion. Prior to beginning construction, the electric utility shall initiate a meeting with Participants to discuss coordination of work and a construction schedule.
5. Information submitted to Participants pursuant to section 2, 3 or 4 above regarding projects identified in the electric utility's Plan will not be docketed unless a protest is filed in accordance with Rule 25-6.0342(7), or it is otherwise deemed necessary by the Commission.
6. If the electric utility seeks to amend its Plan by, for example, adding a project not previously identified in its Plan, it shall file a petition with the Commission requesting that the Plan be modified in accordance with Rule 25-6.0342(2).
7. The electric utility will file with the Commission by March 1 each year a status report of its implementation of its Plan. Included in this status

report shall be the name of storm hardening projects commenced and/or completed by the electric utility, the routes and circuits affected, and any comments on the project received from third-party attachers.

1 Bellsouth Telecommunications, Inc.  
2 d/b/a AT&T Florida

3  
4 DIRECT TESTIMONY OF Kirk Smith

5  
6 BEFORE THE Florida Public Service Commission

7  
8 DOCKET NOS.

9 070298-EI

10 070299-EI

11 070301-EI

12  
13 SEPTEMBER 7, 2007

14  
15 Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH Bellsouth  
16 Telecommunications, Inc. d/b/a AT&T Florida ("AT&T Florida"  
17 OR THE "COMPANY"), AND YOUR BUSINESS ADDRESS.

18  
19 A. My name is Kirk Smith. I am employed by the Company as Supervising Manager –  
20 Network Staff Support on the Network Operations Construction and Engineering  
21 Staff for the Company's nine-state Southeast region. My business address is 3535  
22 Colonnade Parkway, Rm. W3D, Birmingham, Alabama 35243.

23  
24 Q. PLEASE PROVIDE A BRIEF DESCRIPTION OF YOUR BACKGROUND AND  
25 EXPERIENCE.

26  
27 A. I graduated from Auburn University in 1973 with a Bachelor of Science degree in  
28 Industrial Engineering. I became employed by the Company in June 1973. I have  
29 held various line and staff positions with the Company, including positions in  
30 Construction, Engineering, Installation, Maintenance, Mechanization (Deployments



1 and Support) and Contract Administration (Outside Plant Construction, Facility  
2 Locates, Engineering and Joint Use). I managed Regional Emergency Generator  
3 Pools that deploy emergency generators in large scale power outages throughout the  
4 Company's nine-state southeast region. I provided support in my capacity as  
5 Manager–Network Operations Support for the Company to its Regional Emergency  
6 Control Center and have field experience in storm restoration, including hurricanes,  
7 ice storms and tornadoes. I assumed my current position as Supervising Manager –  
8 Network Staff Support on the Network Operations Construction and Engineering  
9 Staff in October 2002, and my current responsibilities include supervising a team of  
10 managers responsible for bidding and negotiating contracts for Outside Plant  
11 Construction, Facility Locating, Engineering, and Joint Use. The team is also  
12 responsible for administration of CATV license agreements, agreements for CLECs  
13 pertaining to pole attachments and conduit occupancy, and agreements for  
14 attachments to towers on some central offices. I participated at the various  
15 workshops held in this matter. I also participated in Docket No. 060077-TL  
16 regarding the mandated pole inspection cycle, and Dockets Nos. 060172-EU and  
17 060173-EU regarding storm hardening activities of investor-owned, rural  
18 cooperative and municipal electric utilities.

19  
20 Q. HAVE YOU ATTACHED ANY EXHIBITS TO YOUR TESTIMONY?

21 A. Yes, I have attached Exhibit KS-1 to my testimony.  
22  
23

1 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

2

3 A. The purpose of my testimony is to explain AT&T Florida's position on the 2007 –  
4 2009 storm hardening plans (the "Plans") filed by Gulf Power Company, Progress  
5 Energy Florida, Inc., and Florida Power & Light Company (collectively referred to  
6 as the "IOUS") with the Florida Public Service Commission (the "Commission") on  
7 May 7, 2007.

8

9 Q. PLEASE PROVIDE AN OVERVIEW OF AT&T FLORIDA'S POSITION  
10 REGARDING THE IOUS' PLANS.

11

12 A. As a result of cooperative, good faith negotiations, AT&T Florida and the IOUs  
13 have reached an agreement wherein AT&T Florida and the IOUs have committed  
14 that they will support the jointly developed terms and conditions contained in the  
15 Process to Engage Third-Party Attachers (the "Third-Party Attacher Process"), a  
16 copy of which is attached as Exhibit KS-1. It is my understanding that Tampa  
17 Electric Company, Verizon, Embarq and Florida Cable Telecommunications  
18 Association have also agreed to the Third-Party Attacher Process. AT&T Florida  
19 submits this testimony, in part, to explain the Third-Party Attacher Process and its  
20 value.

21

22 In addition, based on our review of the project details that the IOUs have included in  
23 their respective Plans and with the agreement between AT&T Florida and the IOUs

1 to support the Third-Party Attacher Process, AT&T Florida has no objections to the  
2 IOUs' respective Plans at this time.

3

4 Q. PLEASE EXPLAIN THE PURPOSE OF THE THIRD-PARTY ATTACHER  
5 PROCESS.

6

7 A. AT&T Florida appreciates the Commission's interest in minimizing widespread  
8 power outages in the state following hurricanes or other extreme adverse weather  
9 conditions. As Rule 25-6.0342 of the Florida Administrative Code (the "Rule")  
10 provides, however, the IOUs have a responsibility to develop storm hardening plans  
11 that meet the desired objectives of enhancing reliability and reducing restoration  
12 costs and outage times in a manner that is prudent, practical and cost-effective to the  
13 affected parties. AT&T Florida's primary concerns are that it (1) have sufficient  
14 time to review the IOUs' detailed deployment plans, (2) have the opportunity to  
15 provide meaningful input to the IOUs as contemplated by the Rule, (3) have enough  
16 details about the proposed work so that AT&T Florida can ascertain its projected  
17 costs and perform the cost-benefit analysis contemplated by the Rule, and (4) have  
18 sufficient time to communicate concerns, if any, to the Commission through the  
19 complaint process referenced in the Rule. The Third-Party Attacher Process  
20 alleviates these concerns by establishing a reasonable timetable for the exchange of  
21 information between the IOUs and the third-party attachers. The Third-Party  
22 Attacher Process is a critical tool for ensuring that an electric utility is hardening its

1 infrastructure in a way that is prudent, practical and cost-effective to affected parties  
2 as required by the Rule.

3

4 Q. PLEASE EXPLAIN FURTHER WHY AT&T FLORIDA VIEWS THE THIRD  
5 PARTY ATTACHER PROCESS AS CRITICAL TO COST-EFFECTIVE STORM  
6 HARDENING.

7

8 In order to perform a meaningful cost-benefit analysis of a particular storm  
9 hardening project, AT&T Florida needs to know which poles will be affected, as  
10 well as the type of work the electric utility plans to perform. For example, AT&T  
11 Florida needs to know whether the electric utility will replace poles, change from  
12 wood poles to poles of another material such as concrete or steel, place poles in  
13 locations different from the existing poles, or relocate or underground existing aerial  
14 facilities. Once AT&T Florida has this level of detail, it can evaluate how its  
15 facilities will be impacted, what work it would need to perform, and if there are  
16 potentially more cost-effective ways to harden the infrastructure in question.

17

18 I understand that it may not be feasible for electric utilities to develop this level of  
19 detail years, or sometimes even many months in advance of a storm hardening  
20 project due to changes in field conditions, changes in service needs, and even  
21 changes in internal budgets. Without this level of detail, however, AT&T Florida  
22 cannot perform a meaningful cost benefit analysis of a proposed project as required  
23 by the Rule. Even for proposed projects that the IOUs have provided a higher level

1 of detail for, engineering plans can change as you get closer in time to the start of  
2 the project for the reasons I previously mentioned.

3

4 The Third-Party Attacher Process is a way to address this engineering reality. It  
5 ensures that the electric utility engages third-party attachers during the design phase  
6 of a project and that the dialogue continues through the construction phase. Under  
7 the Third-Party Attacher Process, AT&T Florida will have sufficient time to review  
8 the electric utility's proposed engineering plans, determine how AT&T Florida's  
9 facilities will be affected and provide input on potentially more cost-effective ways  
10 to achieve the storm hardening goals. In the end, if the parties cannot overcome a  
11 disagreement, AT&T Florida will also have sufficient time to file a complaint with  
12 the Commission pursuant to the Rule.

13

14 As an added benefit, the Third-Party Attacher Process opens the lines of  
15 communication between the parties which will likely result in a better overall  
16 working relationship, even beyond the storm hardening context.

17

18 Q. HOW WILL THE THIRD-PARTY ATTACHER PROCESS WORK?

19

20 A. By September 5 of each year, each IOU will provide the third-party attachers with a  
21 list of projects identified in its 3-year plan that the IOU plans to undertake in the  
22 following calendar year, pending internal budget approval. The IOU will update

1 this list and provide it to the third-party attachers once it receives final budget  
2 approval for the proposed projects.

3

4 Prior to engineering a job relative to a storm hardening project identified in its Plan,  
5 the IOU will initiate a meeting with third-party attachers to discuss the IOU's  
6 preliminary ideas for the scope of the work. At this pre-design meeting, the IOU  
7 will (a) identify the poles involved; (b) identify whether it plans to replace poles,  
8 change from wood poles to poles of another material, place poles in different  
9 locations than the existing poles, relocate overhead facilities or underground  
10 existing aerial facilities; (c) provide the projected commencement date; and (d)  
11 provide other available information that would enable the third-party attachers to  
12 make necessary preparations and evaluate whether to seek dispute resolution before  
13 the Commission. During this pre-design phase, the IOU will also seek input from  
14 the third-party attachers as required by the Rule. Once the IOU finalizes its  
15 engineering plans, it will promptly provide them to the third-party attachers. The  
16 IOU will also initiate a meeting with third-party attachers prior to construction to  
17 discuss coordination of work and a construction schedule.

18

19 If the IOU wants to amend its Plan, for example, to add a storm hardening project  
20 not previously identified in its Plan, it can file a petition with the Commission  
21 pursuant to the Rule.

22

1            Again, it is my opinion that implementation of the Third-Party Attacher Process  
2            gives the electric utilities the flexibility to finalize some of their engineering plans  
3            closer in time to construction, while giving the attaching entities sufficient time to  
4            evaluate specific projects, provide input on them, perform a meaningful cost benefit  
5            analysis, and bring concerns before the Commission if necessary.

6

7            Q. Does this conclude your direct testimony?

8

9            A. Yes.

10

**PROCESS TO ENGAGE  
THIRD PARTY ATTACHERS**

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1. The electric utility and third-party attachers will engage in a continuous dialogue on the status of the electric utility's storm hardening plans. A third-party attacher that wishes to be part of this process ("Participant") shall provide notification in writing to the electric utility, providing the name and address of the person designated to receive communications from the electric utility. The electric utility may, no more than once a year, request that Participants confirm that they wish to continue being part of the process and update the name and address of the person designated to receive communication.
2. By September 5 of each year, the electric utility shall provide the Participants with a list of the projects identified in the electric utility's approved storm hardening plan on file with the Commission ("Plan") that the electric utility proposes to undertake in the following calendar year, pending internal budget approval. The electric utility shall provide the Participants with a list of such projects receiving final budget approval promptly as it becomes available.
3. Prior to engineering a job relative to a storm hardening project identified in its Plan, the electric utility shall initiate a meeting with Participants to discuss the electric utility's preliminary ideas for the scope of work ("Pre-Design Meeting"). At the Pre-Design Meeting, the electric utility shall (a) identify the poles involved; (b) identify whether the electric utility plans to



replace poles, change from wood poles to poles of another material (e.g., steel or concrete), place poles in locations different from the existing poles, relocate overhead facilities or underground existing aerial facilities, and; (c) provide the projected commencement date, and; (d) upon request by a Participant, provide other available information that would enable the Participants to make necessary preparations and evaluate whether to seek dispute resolution pursuant to Rule 25-6.0342(7). During this pre-design phase of a project, the electric utility shall also seek input from Participants as required by Rule 25-6.0342(6).

4. The electric utility shall provide Participants with final engineering plans promptly upon completion. Prior to beginning construction, the electric utility shall initiate a meeting with Participants to discuss coordination of work and a construction schedule.
5. Information submitted to Participants pursuant to section 2, 3 or 4 above regarding projects identified in the electric utility's Plan will not be docketed unless a protest is filed in accordance with Rule 25-6.0342(7), or it is otherwise deemed necessary by the Commission.
6. If the electric utility seeks to amend its Plan by, for example, adding a project not previously identified in its Plan, it shall file a petition with the Commission requesting that the Plan be modified in accordance with Rule 25-6.0342(2).
7. The electric utility will file with the Commission by March 1 each year a status report of its implementation of its Plan. Included in this status

report shall be the name of storm hardening projects commenced and/or completed by the electric utility, the routes and circuits affected, and any comments on the project received from third-party attachers.