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September 14, 2007

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

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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-EI
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:

CMP 2 Enclosed for filing in the above-referenced matters are an original and seven copies of
COM _____ Verizon Florida LLC's Prehearing Statement. Also enclosed is a diskette with a copy of
CTR _____ the Prehearing Statement in Word format. Service has been made as indicated on the
Certificate of Service. If there are any questions regarding this filing, please contact me
at (678) 259-1449.

ECR _____
GCL 2 (D.S.C.) Sincerely,
Dulaney L. O'Roark III
OPC _____
RCA 1
SCR _____
Dulaney L. O'Roark III

SGA _____ tas
SEC _____ Enclosures
OTH _____

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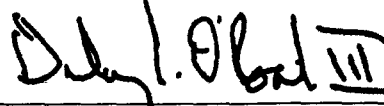
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of the foregoing were sent via U. S. mail on
September 14, 2007 to the parties on the attached list.

A handwritten signature in black ink, reading "Dulaney L. O'Roark III". The signature is written in a cursive style with a horizontal line at the end.

Dulaney L. O'Roark III

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: 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. 070297-EI Filed: September 14, 2007
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In re: 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. 070298-EI
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In re: 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. 070299-EI
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In re: Review of 2007 Electric Infrastructure Storm Hardening Plan filed pursuant to Rule 25-6.0342, F.A.C., submitted by Florida Power & Light Company)	Docket No. 070301-EI

VERIZON FLORIDA LLC'S PREHEARING STATEMENT

In accordance with Order No. PSC-07-0573-PCO-EI, Verizon Florida LLC ("Verizon") hereby files this prehearing statement.

1. Witnesses

Dr. Lawrence M. Slavin. Dr. Slavin's Direct Testimony addresses the background of the National Electric Safety Code ("NESC"), pole loading under section 25 of the NESC, pole strength under section 26 of the NESC and application of extreme wind loading ("EWL") under the NESC. He also addresses the approach to EWL proposed by Florida Power & Light Company ("FPL") in its storm-hardening plan and explains why that approach, which unlike the NESC would apply EWL to distribution poles, should be rejected. Finally, Dr. Slavin recommends an alternative approach to

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EWL, which among other things would require that any application of EWL would be on a trial basis, with a limited geographic scope and duration.

Sanford C. Walker. Mr. Walker's Direct Testimony expresses Verizon's support for the process ("Process") attached as Exhibit KS-1 to the Direct Testimony of AT&T Florida witness Kirk Smith. Mr. Walker also provides Verizon's position concerning the storm-hardening plans that have been filed by Progress Energy Florida, Inc. ("Progress"), Tampa Electric Company ("TECO") and FPL.

2. Exhibits

Verizon plans to introduce Exhibit LMS-1, which covers Dr. Slavin's experience and industry activities and is attached to his Direct Testimony. Verizon reserves the right to introduce additional exhibits at the hearing or other appropriate points.

3. Verizon's Basic Position

Verizon supports the Process, which, among other things, would require investor-owned utilities ("IOUs") to provide detailed information before the engineering begins on a project identified in their storm-hardening plans; provide engineering plans promptly upon completion; and meet with Process participants before construction starts. Consistent with the Commission's storm-hardening rules, the Process would permit participants like Verizon to dispute the implementation of a particular project based on the detailed information provided by the IOU. Although adoption of the Process would eliminate a number of issues in this docket, a number of issues would remain that should be addressed by the Commission.

Assuming the Process is adopted, Verizon would not oppose the storm-hardening plan submitted by Progress. Verizon generally agrees with Progress's position EWL and does not object at this stage to the projects it proposes to implement. Verizon reserves the right, however, to seek dispute resolution concerning Progress's implementation of its plan.

Verizon opposes TECO's plan as currently drafted. If the Process is adopted, Verizon would not oppose the storm-hardening projects outlined in TECO's plan, subject to Verizon's right to seek dispute resolution later if necessary. But TECO's plan goes on to describe terms and conditions that TECO seeks to impose on attachers as part of TECO's pole inspection and attachment audit processes. Verizon does not oppose pole inspections or attachment audits, but when TECO finds that a pole is overloaded or believes an attachment is unauthorized, the parties' responsibilities for addressing those situations should be determined under their joint use agreements, not through additional terms and conditions that TECO seeks to impose through its storm-hardening plan. Moreover, Verizon is concerned that TECO, when implementing its plan, may attempt to claim that a Verizon attachment, which was within the loading requirements for a Grade C pole, is responsible for overloading the pole when Grade B criteria are applied retroactively. TECO should not be allowed to use its plan to justify such an attempt to shift costs to attachers.

Verizon also opposes the storm-hardening plan submitted by FPL. For the reasons outlined in Dr. Slavin's testimony, the extensive application of EWL proposed by FPL would not be cost-effective and could have negative, unintended consequences. Verizon would not object to the inclusion of the critical infrastructure projects that FPL proposes in Verizon's service territory in 2007 or the FPL's Targeted Critical Pole

Program in a pilot project. FPL has not provided sufficient information to justify including any other projects in an EWL trial. Finally, Verizon opposes FPL's proposal to modify its design guidelines and processes to apply EWL to new construction, major planned work, relocation projects and daily work activities. For the reasons explained by Dr. Slavin, such ongoing application of EWL to distribution poles should not be approved.

4. Verizon's Positions on Specific Questions of Fact, Law and Policy

See Attachment A.

5. Stipulated Issues

There are no stipulated issues.

6. Pending Motions and Other Matters

Verizon has no motions or other matters pending.

7. Pending Requests for Confidentiality

Verizon has no pending requests or claims for confidentiality.

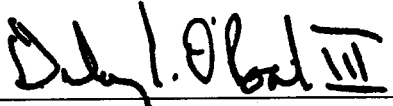
8. Objections to a witness' qualifications as an expert

Verizon has no objections at this time.

9. Procedural Requirements

Verizon is unaware of any requirements set forth in the Commission's Procedural Order that cannot be complied with at this time.

Respectfully submitted on September 14, 2007.

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Attorney for Verizon Florida LLC

DOCKET NO. 070297-EI – TAMPA ELECTRIC COMPANY

1. 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)]

Yes. Assuming the process ("Process") attached as Exhibit KS-1 to the Direct Testimony of AT&T Florida witness Kirk Smith is adopted, Verizon does not oppose this aspect of TECO's plan.

2. 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)]

Yes. Assuming the Process is adopted, Verizon does not oppose this aspect of TECO's plan.

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 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]

Yes. Assuming the Process is adopted, Verizon does not oppose this aspect of TECO's plan.

4. Does the Company's Plan reasonably 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 256.0342(3)(b)3]

Yes. Assuming the Process is adopted, Verizon does not oppose this aspect of TECO's plan.

5. 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)]

Yes. Assuming the Process is adopted, Verizon does not oppose this aspect of TECO's plan.

6. 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)]

Yes. Assuming the Process is adopted, Verizon does not oppose this aspect of TECO's plan.

7. 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)]

Yes. Assuming the Process is adopted, Verizon does not oppose this aspect of TECO's plan.

8. 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)]

Yes. Assuming the Process is adopted, Verizon does not oppose this aspect of TECO's plan.

9. 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)]

Yes. Assuming the Process is adopted, Verizon does not oppose this aspect of TECO's plan.

10. Does the Company's Plan provide a reasonable 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)]

Yes. Assuming the Process is adopted, Verizon does not oppose this aspect of TECO's plan.

11. 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)]

Yes. Assuming the Process is adopted, Verizon does not oppose this aspect of TECO's plan.

12. 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, F.A.C.? [Rule 25-6.0342(5)]

No. TECO's plan describes terms and conditions that TECO seeks to impose on attachers as part of TECO's pole inspection and attachment audit processes. Verizon does not oppose pole inspections or attachment audits, but when TECO finds that a pole is overloaded or believes an attachment is unauthorized, the parties' responsibilities for addressing those situations should be determined under their joint use agreements, not through additional terms and conditions that TECO seeks to impose through its storm-hardening plan. Moreover, Verizon is concerned that TECO, when implementing its plan, may attempt to claim that a Verizon attachment, which was within the loading requirements for a Grade C pole, is responsible for overloading the pole when Grade B criteria are applied retroactively. TECO should not be allowed to use its plan to justify such an attempt to shift costs to attachers.

13. 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 Commission should not so find, for the reasons stated in response to Issue No. 12.

DOCKET NO. 070298-EI – PROGRESS ENERGY FLORIDA, INC.

14. 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)]

Yes. Assuming the Process is adopted, Verizon does not oppose this aspect of Progress's plan.

15. 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]

Yes. Assuming the Process is adopted, Verizon does not oppose this aspect of Progress's plan.

16. 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]

Yes. Assuming the Process is adopted, Verizon does not oppose this aspect of Progress's plan.

17. 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]

Yes. Assuming the Process is adopted, Verizon does not oppose this aspect of Progress's plan.

18. 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)]

Yes. Assuming the Process is adopted, Verizon does not oppose this aspect of Progress's plan.

19. 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)]

Yes. Assuming the Process is adopted, Verizon does not oppose this aspect of Progress's plan.

20. 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)]

Yes. Assuming the Process is adopted, Verizon does not oppose this aspect of Progress's plan.

21. 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)]

Yes. Assuming the Process is adopted, Verizon does not oppose this aspect of Progress's plan.

22. 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)]

Yes. Assuming the Process is adopted, Verizon does not oppose this aspect of Progress's plan.

23. 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)]

Yes. Assuming the Process is adopted, Verizon does not oppose this aspect of Progress's plan.

24. 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)]

Yes. Assuming the Process is adopted, Verizon does not oppose this aspect of Progress's plan.

25. 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, F.A.C.? [Rule 25-6.0342(5)]

Yes. Assuming the Process is adopted, Verizon does not oppose this aspect of Progress's plan.

26. 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)]

Yes, assuming the Process is adopted.

DOCKET NO. 070299-EI – GULF POWER COMPANY

27. 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)]

Verizon does not attach to Gulf Power Company ("Gulf") poles and therefore has no position on this issue.

28. 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)]

Verizon does not attach to Gulf poles and therefore has no position on this issue.

29. 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]

Verizon does not attach to Gulf poles and therefore has no position on this issue.

30. 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 256.0342(3)(b)3]

Verizon does not attach to Gulf poles and therefore has no position on this issue.

31. 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)]

Verizon does not attach to Gulf poles and therefore has no position on this issue.

32. 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)]

Verizon does not attach to Gulf poles and therefore has no position on this issue.

33. 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)]

Verizon does not attach to Gulf poles and therefore has no position on this issue.

34. 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)]

Verizon does not attach to Gulf poles and therefore has no position on this issue.

35. 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)]

Verizon does not attach to Gulf poles and therefore has no position on this issue.

36. 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)]

Verizon does not attach to Gulf poles and therefore has no position on this issue.

37. 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)]

Verizon does not attach to Gulf poles and therefore has no position on this issue.

38. 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, F.A.C.? [Rule 25-6.0342(5)]

Verizon does not attach to Gulf poles and therefore has no position on this issue.

39. 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)]

Verizon does not attach to Gulf poles and therefore has no position on this issue.

DOCKET NO. 070301-EI – FLORIDA POWER & LIGHT COMPANY

40. 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)]

Yes. Assuming the Process is adopted, Verizon does not oppose this aspect of FPL's plan.

41. 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)]

No. Although FPL's storm-hardening plan addresses the extent to which it adopts extreme wind loading for new distribution facility construction, the extensive application of EWL proposed by FPL would not be cost-effective and could have negative, unintended consequences. Verizon opposes FPL's proposal to modify its design guidelines and processes to apply EWL to new distribution facility construction. Such ongoing application of EWL to distribution poles should not be approved.

42. 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 FPL's storm-hardening plan addresses the extent to which it adopts extreme wind loading for major planned work on the distribution system, the extensive application of EWL proposed by FPL would not be cost-effective and could have negative, unintended consequences. Verizon opposes FPL's proposal to modify its design guidelines and processes to apply EWL to major planned work on the distribution system.

Such ongoing application of EWL to distribution poles should not be approved.

43. 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 256.0342(3)(b)3]

No. Although FPL's storm-hardening plan addresses the extent to which it adopts extreme wind loading for distribution facilities serving critical infrastructure facilities and along major thoroughfares, the extensive application of EWL proposed by FPL would not be cost-effective and could have negative, unintended consequences. Verizon would not object, however, to the inclusion of the critical infrastructure projects that FPL proposes in Verizon's service territory in 2007 or the FPL's Targeted Critical Pole Program in a pilot project. FPL has not provided sufficient information to justify including any other projects in an EWL trial.

44. 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)]

Yes. Assuming the Process is adopted, Verizon does not oppose this aspect of FPL's plan.

45. 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)]

Yes. Assuming the Process is adopted, Verizon does not oppose this aspect of FPL's plan.

46. 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. Although FPL's storm-hardening includes technical design specifications, construction standards and construction methodologies, Verizon opposes FPL's proposal to modify its design guidelines and

processes to apply EWL on an extensive, ongoing basis. The extensive application of EWL proposed by FPL would not be cost-effective and could have negative, unintended consequences. Verizon would not object, however, to the inclusion of the critical infrastructure projects that FPL proposes in Verizon's service territory in 2007 or the FPL's Targeted Critical Pole Program in a pilot project. FPL has not provided sufficient information to justify including any other projects in an EWL trial.

47. 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. With the exception of its 2007 critical infrastructure projects and Targeted Critical Pole Program, FPL has not provided a sufficiently detailed description even for purposes of deciding whether to include its proposed projects in an EWL trial.

48. 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. With the exception of its 2007 critical infrastructure projects and Targeted Critical Pole Program, FPL has not provided a sufficiently detailed description even for purposes of deciding whether to include its proposed projects in an EWL trial.

49. 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 FPL's storm-hardening plan provides a high-level assessment of at least some of the costs and benefits to FPL of making its proposed improvements, the extensive application of EWL proposed by FPL would not be cost-effective.

50. 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. Although FPL's storm-hardening plan provides an assessment of certain costs and benefits to attachers of making its proposed improvements, the extensive application of EWL proposed by FPL would not be cost-effective.

51. 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, F.A.C.? [Rule 25-6.0342(5)]

Yes. Assuming the Process is adopted, Verizon does not oppose this aspect of FPL's plan.

52. 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 Commission should not so find, for the reasons stated in response to Issues 41, 42, 43, 46, 47, 48, 49 and 50.