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October 4, 2007

HAND DELIVERY

Ms. Ann Cole, Director
Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RECEIVED-FPSC
07 OCT -4 PM 3:16
COMMISSION
CLERK

Re: Docket No. 070297-EI; Review of 2007 Electric Infrastructure Storm Hardening Plan filed pursuant to Rule 25-6.0342, Florida Administrative Code submitted by Tampa Electric Company

Dear Ms. Cole:

Enclosed are an original and fifteen (15) copies of the Stipulation and Agreement executed by Tampa Electric Company and Florida Cable Telecommunications Association, which we ask that you file in the above captioned docket.

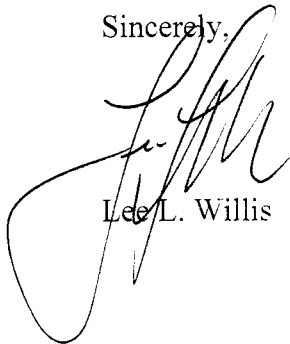
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- GCL 4
- OPC _____
- RCA 1
- SCR _____
- SGA _____
- SEC _____
- OTH _____

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

Please acknowledge receipt and filing of this document by stamping the duplicate copy of this letter and returning same to this writer.

Thank you for your assistance with this filing.

Sincerely,



Lee L. Willis

LLW/bjd
Enclosures

DOCUMENT NUMBER-DATE

09138 OCT-4 07

FPSC-COMMISSION CLERK

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing Stipulation and Agreement has been served on this 4th day of October, 2007 by hand delivery(*), e-mail or U. S. Mail on each of the following:

Ms. Katherine Fleming*
Mr. Keino Young
Ms. Lisa Bennett
Mr. Adam Teitzman
Mr. Rick Mann
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Mr. Dulaney L. O'Roark III, General Counsel
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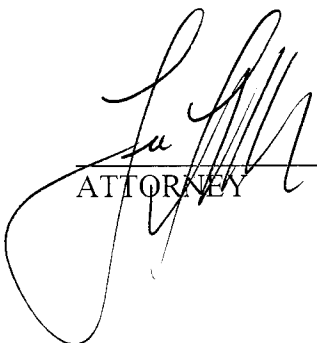
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ATTORNEY

STIPULATION AND AGREEMENT

This Stipulation and Agreement ("Agreement") is between Tampa Electric Company ("Tampa Electric") and the Florida Cable Telecommunications Association ("FCTA"), on behalf of its member-operators with attachments to Tampa Electric's poles. The purpose of this Agreement is to resolve contested issues between Tampa Electric and FCTA in Docket No. 070297-EI.

1. Overlapping Notification. FCTA has objected to the Overlapping Notification requirements in Tampa Electric's Storm Hardening Plan ("Plan"). The parties agree as follows:

a. The Overlapping Notification process, set forth as Appendix A ("Notification Process") shall be effective for Tampa Electric for a period not to exceed one year from the execution of this Agreement;

b. The Overlapping Notification Process shall not apply to situations in which 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 of its overlapping for purposes of coordinating work crews, and post-notice after completion of work);

c. Where the Overlapping Notification process is used, the cable operator initially shall provide TECO with 30 days' notice prior to commencing overlapping. This 30-day notice shall be shortened to a time period less than 30 days and shall be as short as Tampa Electric's contractor will allow in order to perform the pole strength and loading analysis no later than 90 days from the execution of this agreement, or sooner, if practicable;

d. Beginning no longer than six months after the date of this Stipulation and Agreement, the Parties shall develop a process for performing loading analyses and under which FCTA member operators shall be entitled to hire, manage and work directly with an approved Tampa Electric pole strength and loading contractor on Overlapping Notifications. This process shall be finalized no longer than 12 months from the date of this Stipulation and Agreement. The FCTA member operators will provide to Tampa Electric the results of any loading analysis conducted under this process within 30 days of completing such analysis;

e. The advance notice of overlapping required after the end of the transition period will be as short a time period as the approved Tampa Electric 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 Tampa Electric and FCTA member operators; and

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FPSC-COMMISSION CLERK

g. Part 1 of this Agreement shall remain effective until the earlier of the following: (1) execution of new pole attachment agreements between Tampa Electric and FCTA member operators, or (2) Florida Public Service Commission approval of Tampa Electric's storm hardening plan submitted pursuant to F.A.C. 25-6.0342 covering the second 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 for the potential lateral guying effect of existing lateral lines on the pole. The parties agree as follows:

a. Tampa Electric 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, Tampa Electric 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 Tampa Electric and 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. Pole Inspection Program. FCTA has objected to certain aspects of Tampa Electric's planned inspection of joint use poles set forth in Tampa Electric's Plan. The parties agree as follows:

a. Tampa Electric shall notify, and consult with, FCTA and its cable-operator members as to the specific purpose(s), procedures, and standards of the pole loading analysis component of its planned Pole Inspection Program;

b. To the extent that Tampa Electric's seeks to recover the costs of its Pole Inspection Program from third-party attachers including, FCTA member operators, Tampa Electric shall recover such costs only as a flow-through from any applicable FERC accounts to the FCC pole rental formula calculation. Tampa Electric shall not seek direct reimbursement of the costs of its planned Pole Inspection Program from FCTA member operators;

c. Upon discovering a pole that does not meet Tampa Electric's Construction Standards, Tampa Electric shall seek first to use guying and/or rearrangement of existing facilities prior to changing out the pole in order to meet the company's standards;

d. Third-party attachments with a permit application and existing overlappings as of the date of this Agreement will not be deemed to have caused loading violations; and

e. FCTA members will be responsible for correcting all overloads created by their attachments made after 2001 without a permit application and any overlappings creating an overload made after the date of this agreement.

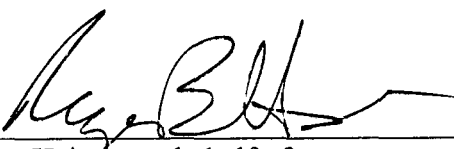
4. FCTA Withdrawal of Objections to Tampa Electric's Plan. FCTA, on behalf of its member operators, agrees to withdraw its objections to Tampa Electric's Plan and to withdraw its testimony in opposition of Tampa Electric's Plan. FCTA further agrees to waive cross examination of Tampa Electric's witnesses,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

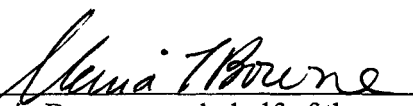
5. Issue 12. Tampa Electric agrees, and hereby clarifies its position on Issue 12, that Tampa Electric is not seeking the approval of the Florida Public Service Commission ("FPSC") of its attachment standards and procedures for third-party attachments beyond a finding that Tampa Electric has attachment 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 Tampa Electric and FCTA member operators within a reasonable period of time.

7. No Waiver. FCTA does not waive any rights it may have to challenge those of Tampa Electric'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 Tampa Electric's poles (Comcast Cable Communications, LLC and Bright House Networks, LLC).

Signed: 
Regan Haines, on behalf of
Tampa Electric Company

Signed: 
Maria Browne, on behalf of the
FCTA and its member operators

Date: 10/3/07

Date: 10/3/07

APPENDIX "A"

TAMPA ELECTRIC COMPANY

Overlashing Policy

Overlashing

Overlashing is the process of wrapping a new cable or fiber around an existing cable. Attachers who have pole attachment agreements with Tampa Electric ("third-party attachers") normally use overlashing to deploy new services faster and/or to avoid vertical clearance problems that may require costly make-ready.

For purposes of determining whether a given pole or pole line is of sufficient strength to accommodate an overlashed cable or fiber, Tampa Electric is requiring thirty (30) days advance notice of all overlashing. This allows Tampa Electric or its contractor to perform the pole strength and loading analysis that Tampa Electric is requiring prior to all new burdens on the pole to ensure, as far as is reasonably practicable, that third-party attachers' facilities do not impair electric safety and reliability or exceed pole loading capacity. *See Florida Administrative Code, Rule 25-6.0342(5)*. The cost of the pole strength and loading analysis will be paid by the company who gives notice of proposed overlashing. Regardless of its implications on pole attachment rental rates, overlashing presents a burden on the pole in much the same way as any other new attachment or other stressor on the pole. For this reason, it must be pre-engineered. The only way pre-engineering can occur is through advance notice.

Tampa Electric recognizes the competitive concerns that may arise through advance notification of existing third-party attachers' plans to overlash. To this end, Tampa Electric is committed to maintaining strict confidentiality of the advance notice. The information provided by a prospective overlasher will be used by Tampa Electric or its contractor solely for the purposes of conducting the necessary pre-engineering (pole strength and loading analysis) and make-ready engineering, if necessary. The identity of the entity providing advance notice of overlashing will be circulated within Tampa Electric or among its contractor only on a "need-to-know" basis, and all persons receiving such information will be advised of the importance of maintaining confidentiality.

Tampa Electric is committed to working with attachers and overlashers to implement other reasonable means of protecting confidentiality of overlashing plans or other information deemed commercially sensitive by the attacher and/or overlasher.