

Before the
Federal Communications Commission
Washington, DC 20554

_____)	
VERIZON FLORIDA LLC,)	Docket No. 15-73
)	File No. EB-15-MD-002
Complainant,)	
v.)	
)	Related to
FLORIDA POWER AND LIGHT)	Docket No. 14-216
COMPANY,)	File No. EB-14-MD-003
Respondent.)	
_____)	

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**VERIZON FLORIDA LLC’S OBJECTIONS TO
FLORIDA POWER AND LIGHT COMPANY’S REQUESTS FOR ADMISSIONS**

Complainant Verizon Florida LLC (“Verizon”), pursuant to the Joint Procedural Schedule approved by the Enforcement Bureau on April 16, 2015, respectfully submits the following objections to Respondent Florida Power and Light Company’s (“FPL”) Requests for Admissions (“Requests”), which are attached as Exhibit A.

GENERAL OBJECTIONS

In addition to the specific objections enumerated below, Verizon objects to FPL’s Requests as follows:

1. Verizon objects to the Requests because they, along with FPL’s forty-five Requests for Production of Documents and thirteen Interrogatories, far exceed the “limited discovery” that FPL requested and the Commission authorized. *See* FPL Motion to Allow Discovery ¶ 3 (Apr. 1, 2015).

2. Verizon objects to the Requests because requests for admission are not generally available in complaint proceedings. *See, e.g.,* 47 C.F.R. § 1.729(h) (omitting requests for admission from non-exclusive list of discovery that may be sought). Verizon will not respond to FPL’s Requests unless the Commission decides that they should be allowed in this proceeding.

3. Verizon objects to the Requests because FPL has not shown that the admissions sought are necessary to the resolution of the dispute. *See, e.g., id.* § 1.729(b) (requiring respondents in other complaint proceedings to explain “why the information sought in each interrogatory is . . . necessary to the resolution of the dispute”); *id.* § 1.729(h) (providing that discovery in addition to interrogatories is only available in the Commission’s discretion).

4. Verizon objects to the Requests to the extent that they are “employed for the purpose of delay, harassment or obtaining information that is beyond the scope of permissible inquiry related to the material facts in dispute in the pending proceeding.” *Id.* § 1.729(a).

5. Verizon objects to the Requests to the extent that they seek responses regarding information that is not within Verizon’s possession, custody, or control or information that is not within Verizon’s present knowledge.

6. Verizon objects to the Requests to the extent that they seek responses that Verizon is incapable of providing based on the information that is reasonably available to it.

7. Verizon objects to the Requests to the extent that they seek responses regarding opinions, legal conclusions, or central facts in dispute.

8. Verizon objects to the Requests to the extent that they seek responses regarding incomplete and otherwise improper hypotheticals, call for speculation, or are not limited in time or scope.

9. Verizon objects to the Requests to the extent that they are compound or cannot be readily admitted or denied.

10. Verizon objects to the Requests to the extent that they are vague, ambiguous, overbroad, unduly burdensome, oppressive, unreasonably cumulative, or duplicative.

11. Verizon objects to the Requests to the extent that the burden or expense of responding to the Request would outweigh any benefit of the response.

12. Verizon objects to the Requests to the extent that they seek responses that are protected from discovery by the attorney-client privilege, the work-product doctrine or any other applicable privilege. Nothing contained in Verizon's objections is intended to, or in any way shall be deemed, a waiver of such available privilege or doctrine. In responding to each Request, Verizon will not provide privileged or otherwise protected information.

13. Verizon objects to the Requests to the extent that they seek confidential or proprietary information. In responding to each Request, Verizon will not provide confidential or proprietary information unless it is protected by the terms of a mutually agreeable Confidentiality Agreement.

14. Verizon objects to FPL's definition of "you," "your," and "Verizon" because it is overbroad, unduly expansive and burdensome, and seeks to impose obligations to provide responses that have no relevance to the material facts in dispute in this proceeding. In responding to each Request, Verizon will not provide information beyond that involving Verizon's joint use relationship with FPL.

15. Verizon objects to the Requests to the extent that they seek to impose requirements or obligations on Verizon in addition to or different from those imposed by the Commission's rules.

16. Verizon reserves the right to change or modify any objection should it become aware of additional facts or circumstances following the filing of these objections.

17. The foregoing general objections are hereby incorporated into each specific objection listed below, and each specific objection is made subject to and without waiver of the foregoing general objections.

SPECIFIC OBJECTIONS TO REQUESTS FOR ADMISSION

Request No. 1:

Admit that pursuant to the JUA, FPL has not rejected or refused Verizon access to FPL's utility poles.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it seeks an admission that is not relevant to the material facts in dispute in this proceeding and is not necessary to the resolution of this dispute.

Request No. 2:

Admit that pursuant to the JUA, FPL has always accommodated Verizon's request to attach to FPL's utility poles.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it seeks an admission that is not relevant to the material facts in dispute in this proceeding and is not necessary to the resolution of this dispute.

Request No. 3:

Admit that pursuant to the JUA, FPL has installed utility poles that are capable of accommodating Verizon's attachments.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it calls for speculation and seeks an admission regarding information that is not within Verizon's possession, custody, or control. Verizon also objects to this Request because it seeks an admission that is not relevant to the material facts in dispute in this proceeding and is not necessary to the resolution of this dispute.

Request No. 4:

Admit that under the JUA, FPL was required to design for and install utility poles that could accommodate four (4) feet of space for Verizon's attachments.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it seeks a legal conclusion. Verizon also objects to this Request because it seeks an admission that is not relevant to the material facts in dispute in this proceeding and is not necessary to the resolution of this dispute.

Request No. 5:

Admit that under the JUA, FPL was required to design for and install utility poles that could accommodate four (4) feet of space for Verizon, regardless of how much space Verizon was going to actually utilize.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it seeks a legal conclusion. Verizon also objects to this Request because it seeks an admission that is not relevant to the material facts in dispute in this proceeding and is not necessary to the resolution of this dispute.

Request No. 6:

Admit that over the course of the JUA, FPL has in fact installed utility poles that could accommodate four (4) feet of space for Verizon.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it calls for speculation and seeks an admission regarding information that is not within Verizon's possession, custody, or control. Verizon also objects to this Request because it seeks an admission that is not relevant to the material facts in dispute in this proceeding and is not necessary to the resolution of this dispute.

Request No. 7:

Admit that, but for the JUA, FPL could have installed smaller and less expensive utility poles.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it seeks a legal conclusion, includes an incomplete and otherwise improper hypothetical, calls for speculation, and seeks an admission regarding information that is not within Verizon's possession, custody, or control.

Verizon also objects to this Request because it seeks an admission that is not relevant to the material facts in dispute in this proceeding and is not necessary to the resolution of this dispute.

Request No. 8:

Admit that as a result of installing taller and stronger utility poles, FPL's initial costs for installing these taller and stronger poles are greater than those it would have incurred by installing poles designed to accommodate only FPL's attachment.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it includes an incomplete and otherwise improper hypothetical, calls for speculation, and seeks an admission regarding information that is not within Verizon's possession, custody, or control. Verizon also objects to this Request because it seeks an admission that is not relevant to the material facts in dispute in this proceeding and is not necessary to the resolution of this dispute.

Request No. 9:

Admit that as a result of installing taller and stronger utility poles, FPL's costs for maintaining these taller and stronger utility poles are greater.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it includes an incomplete and otherwise improper hypothetical, calls for speculation, and seeks an admission regarding information that is not within Verizon's possession, custody, or control. Verizon also objects to

this Request because it seeks an admission that is not relevant to the material facts in dispute in this proceeding and is not necessary to the resolution of this dispute.

Request No. 10:

Admit that as a result of installing taller and stronger poles, FPL incurs greater costs to replace the taller and stronger utility poles as they fail, reach end of life or are forced to be relocated.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it is compound, includes an incomplete and otherwise improper hypothetical, calls for speculation, and seeks an admission regarding information that is not within Verizon's possession, custody, or control. Verizon also objects to this Request because it seeks an admission that is not relevant to the material facts in dispute in this proceeding and is not necessary to the resolution of this dispute.

Request No. 11:

Admit that the JUA commits the pole owner to continually replace poles at end of life with poles greater than it needs for its own business.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it seeks a legal conclusion, calls for speculation, and seeks an admission regarding information that is not within Verizon's possession, custody, or control. Verizon also objects to this Request because it seeks an

admission that is not relevant to the material facts in dispute in this proceeding and is not necessary to the resolution of this dispute.

Request No. 12:

Admit that the average life of an FPL utility pole is not 40 years.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it calls for speculation and seeks an admission regarding information that is not within Verizon's possession, custody, or control. Verizon also objects to this Request because it seeks an admission that is not relevant to the material facts in dispute in this proceeding and is not necessary to the resolution of this dispute.

Request No. 13:

Admit that but for the JUA, Verizon would have been required to incur all of the expenses associated with building and maintaining a system to accommodate its business where it is currently attached to FPL's utility poles.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it includes an incomplete and otherwise improper hypothetical, calls for speculation, seeks an admission that is not relevant to the material facts in dispute in this proceeding, and is not necessary to the resolution of this dispute.

Request No. 14:

Admit that it was more cost effective for Verizon to attach to FPL's utility poles as opposed to installing its own utility poles or going underground.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it is compound, includes an incomplete and otherwise improper hypothetical, calls for speculation, seeks an admission that is not relevant to the material facts in dispute in this proceeding, and is not necessary to the resolution of this dispute.

Request No. 15:

Admit that taller poles are not necessarily stronger than shorter poles for storm resilience.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it includes an incomplete and otherwise improper hypothetical, calls for speculation, seeks an admission that is not relevant to the material facts in dispute in this proceeding, and is not necessary to the resolution of this dispute.

Request No. 16:

Admit that an indemnification clause in a contract has value.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it includes an incomplete and otherwise improper hypothetical, calls for speculation, seeks an admission that is not relevant to the material facts in dispute in this proceeding, and is not necessary to the resolution of this dispute.

Request No. 17:

Admit that over the life of the JUA that has been in place for more than 35 years that FPL has never denied Verizon access to one of FPL's utility poles because of insufficient space or strength.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it is compound, seeks an admission that is not relevant to the material facts in dispute in this proceeding, and is not necessary to the resolution of this dispute.

Request No. 18:

Admit that over the course of the JUA, that FPL has provided Verizon with the opportunity to submit input as to the location of new or replacement utility poles.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it is compound, seeks an admission

that is not relevant to the material facts in dispute in this proceeding, and is not necessary to the resolution of this dispute.

Request No. 19:

Admit that the estimated average height for FPL's utility poles that are subject to the JUA is 38 feet or less.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it calls for speculation and seeks an admission regarding information that is not within Verizon's possession, custody, or control. Verizon also objects to this Request because it seeks an admission that is not relevant to the material facts in dispute in this proceeding, and is not necessary to the resolution of this dispute.

Request No. 20:

Admit that contract terms regarding the timing of payment have value.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it includes an incomplete and otherwise improper hypothetical, calls for speculation, seeks an admission that is not relevant to the material facts in dispute in this proceeding, and is not necessary to the resolution of this dispute.

Request No. 21:

Admit that the JUA provision that required a yearly payment after the services were rendered, as opposed to a monthly payment, was beneficial to the party required to make the payment.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it includes an incomplete and otherwise improper hypothetical, calls for speculation, seeks an admission that is not relevant to the material facts in dispute in this proceeding, and is not necessary to the resolution of this dispute.

Request No. 22:

Admit that if Verizon is required to obtain a Performance Bond in connection with an attachment agreement that it increases the cost of doing business and can be costly.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it is compound, includes an incomplete and otherwise improper hypothetical, calls for speculation, seeks an admission that is not relevant to the material facts in dispute in this proceeding, and is not necessary to the resolution of this dispute.

Request No. 23:

Admit that if Verizon is required to obtain a Letter of Credit in connection with an attachment agreement that it increases the cost of doing business.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it includes an incomplete and otherwise improper hypothetical, calls for speculation, seeks an admission that is not relevant to the material facts in dispute in this proceeding, and is not necessary to the resolution of this dispute.

Request No. 24:

Admit that obtaining Performance Bonds or Letters of Credit can impact the purchaser's credit rating.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it includes an incomplete and otherwise improper hypothetical, calls for speculation, seeks an admission that is not relevant to the material facts in dispute in this proceeding, and is not necessary to the resolution of this dispute.

Request No. 25:

Admit that Verizon has paid less to attach to FPL poles than its competitors since mid-2011.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it calls for speculation and seeks an admission regarding information that is not within Verizon's possession, custody, or control.

Verizon also objects to this Request because it seeks an admission that is not relevant to the material facts in dispute in this proceeding and is not necessary to the resolution of this dispute.

Request No. 26:

Admit that if FPL stops building its new pole infrastructure tall enough and strong enough to accommodate a joint user (e.g. Verizon), Verizon's competitors will no longer have the space on the pole infrastructure that they once had.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it includes an incomplete and otherwise improper hypothetical, calls for speculation, seeks an admission that is not relevant to the material facts in dispute in this proceeding, and is not necessary to the resolution of this dispute.

Request No. 27:

Admit that FPL's neutral conductor has the same clearance requirements as Verizon's cable.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it calls for speculation and seeks an admission regarding information that is not within Verizon's possession, custody, or control. Verizon also objects to this Request because it seeks an admission that is not relevant to the material facts in dispute in this proceeding and is not necessary to the resolution of this dispute.

Request No. 28:

Admit that FPL's neutral conductor sags less than Verizon's copper cable.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it calls for speculation and seeks an admission regarding information that is not within Verizon's possession, custody, or control. Verizon also objects to this Request because it seeks an admission that is not relevant to the material facts in dispute in this proceeding and is not necessary to the resolution of this dispute.

Request No. 29:

Admit that Verizon uses copper cable for some of its communication lines that are attached to FPL poles.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it seeks an admission that is not relevant to the material facts in dispute in this proceeding and is not necessary to the resolution of this dispute.

Request No. 30:

Admit that Verizon's copper cable lines typically take up more space than fiber cable used by other attachers.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it calls for speculation and seeks an

admission regarding information that is not within Verizon's possession, custody, or control. Verizon also objects to this Request because it seeks an admission that is not relevant to the material facts in dispute in this proceeding and is not necessary to the resolution of this dispute.

Request No. 31:

Admit that to create communication space on a pole originally installed with no communication space requires the pole to be changed out.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it includes an incomplete and otherwise improper hypothetical, calls for speculation, seeks an admission that is not relevant to the material facts in dispute in this proceeding, and is not necessary to the resolution of this dispute.

Request No. 32:

Admit that the value FPL determines in "the average cost of a joint use pole" in the supplemental agreement formula that allocates "one half of the average annual cost of joint use poles" is far less than the value determined by the formula the FCC would apply to a CATV company for the average cost of a pole.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it seeks a legal conclusion, includes an incomplete and otherwise improper hypothetical, calls for speculation, and seeks an admission regarding information that is not within Verizon's possession, custody, or control.

Verizon also objects to this Request because it seeks an admission that is not relevant to the material facts in dispute in this proceeding and is not necessary to the resolution of this dispute.

Request No. 33:

Admit that a 27 to 148 day head start on one's competitors has value to the telecommunications carrier who can reach the customer first.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it includes an incomplete and otherwise improper hypothetical, calls for speculation, seeks an admission that is not relevant to the material facts in dispute in this proceeding, and is not necessary to the resolution of this dispute.

Request No. 34:

Admit that "make-ready" can refer to pole replacement as well as electric space rearrangement.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it calls for speculation and seeks an admission regarding information that is not within Verizon's possession, custody, or control. Verizon also objects to this Request because it seeks an admission that is not relevant to the material facts in dispute in this proceeding, and is not necessary to the resolution of this dispute.

Request No. 35:

Admit that the NESC does not require a bond-wire on every pole and that the NESC does not require “common bonding of all facilities on a pole, regardless of owner unless there is a pole-bond installed on the pole.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it seeks a legal conclusion, is compound, seeks an admission that is not relevant to the material facts in dispute in this proceeding and is not necessary to the resolution of this dispute.

Request No. 36:

Admit that Verizon does not share common bonding with FPL on every FPL pole.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it seeks an admission that is not relevant to the material facts in dispute in this proceeding and is not necessary to the resolution of this dispute.

Request No. 37:

Admit that the two agreements (MCI and MCI Metro) Verizon refers to as Verizon’s competitors were both negotiated and executed prior to the Telecommunications Act of 1996 and address fewer than 100 existing attachments.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it calls for speculation and seeks an admission regarding information that is not within Verizon's possession, custody, or control. Verizon also objects to this Request because it is compound, seeks an admission that is not relevant to the material facts in dispute in this proceeding, and is not necessary to the resolution of this dispute.

Request No. 38:

Admit that the two agreements (MCI and MCI Metro) Verizon refers to as Verizon's competitors were modeled after the joint use agreement (including the rates to attach), were both assigned to Verizon and do not reflect the same terms and conditions of Verizon's competitors today.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it calls for speculation and seeks an admission regarding information that is not within Verizon's possession, custody, or control. Verizon also objects to this Request because it is compound, seeks an admission that is not relevant to the material facts in dispute in this proceeding, and is not necessary to the resolution of this dispute.

Request No. 39:

Admit that for road improvements requiring each party in the right of way to move at their own cost in accordance with s. 337.403 F.S., the pole owner that is required to set the

new pole and remove the old in addition to transferring its facilities to the new location absorbs the majority of cost.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it includes an incomplete and otherwise improper hypothetical, calls for speculation, and seeks an admission regarding information that is not within Verizon's possession, custody, or control. Verizon also objects to this Request because it seeks an admission that is not relevant to the material facts in dispute in this proceeding and is not necessary to the resolution of this dispute.

Request No. 40:

Admit that in transfer situations, the pole owner makes more trips to the field than the lowest attacher on the pole.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it includes an incomplete and otherwise improper hypothetical, calls for speculation, and seeks an admission regarding information that is not within Verizon's possession, custody, or control. Verizon also objects to this Request because it seeks an admission that is not relevant to the material facts in dispute in this proceeding and is not necessary to the resolution of this dispute.

Request No. 41:

Admit that Verizon received the 2011 pole attachment survey results in April of 2012.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it seeks an admission that is not relevant to the material facts in dispute in this proceeding and is not necessary to the resolution of this dispute.

Request No. 42:

Admit that Verizon attaches to FPL-owned poles shorter than 35 feet.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome.

Request No. 43:

Admit that Verizon employee(s) or authorized representative(s) accepted the joint survey maps as being acceptable to Verizon.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it seeks an admission that is not relevant to the material facts in dispute in this proceeding and is not necessary to the resolution of this dispute.

Request No. 44:

Admit that in the market of providing residential wireline service for combined wire, video and internet access services, Verizon has no CLEC competitors.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it seeks an admission that is not relevant to the material facts in dispute in this proceeding and is not necessary to the resolution of this dispute.

Request No. 45:

Admit that Verizon does not have any past or current plans to not transfer its facilities to FPL utility poles that are replaced as they reach their end of life or must be moved.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it is compound, seeks an admission that is not relevant to the material facts in dispute in this proceeding, and is not necessary to the resolution of this dispute.

Request No. 46:

Admit that Verizon has consistently transferred its facilities to any utility poles that FPL has replaced as they reach their end of life or must be moved.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it is compound, seeks an admission that is not relevant to the material facts in dispute in this proceeding, and is not necessary to the resolution of this dispute.

Request No. 47:

Admit that Verizon's current business plan or model is to continue to transfer its facilities to any poles that FPL will replace as they reach their end of life or must be moved.

Objections:

Verizon objects to this Request because it is vague, ambiguous, overbroad, and unduly burdensome. Verizon further objects to this Request because it is compound, seeks an admission that is not relevant to the material facts in dispute in this proceeding, and is not necessary to the resolution of this dispute.

Respectfully submitted,

By:



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Attorneys for Verizon Florida LLC

Dated: April 27, 2015

CERTIFICATE OF SERVICE

I hereby certify that on April 27, 2015, I caused a copy of the foregoing Objections to FPL's Requests for Admissions to be filed via the Federal Communications Commission's Electronic Comment Filing System and to be served on the following (service method indicated):

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Lia Royle, Commission Counsel
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Claire J. Evans

Exhibit A

**Before the
Federal Communications Commission
Washington, DC 20554**

VERIZON FLORIDA LLC,)	
)	
Complainant,)	Docket No. 15-73
)	File No. EB-15-MD-002
v.)	
)	Related to
FLORIDA POWER & LIGHT)	Docket No. 14-216
COMPANY,)	File No. EB-14-MD-003
)	
Respondent.)	
)	

**FLORIDA POWER & LIGHT COMPANY'S
REQUEST FOR ADMISSIONS TO VERIZON FLORIDA LLC**

Respondent, Florida Power & Light Company ("FPL"), pursuant to the Joint Schedule approved by the Enforcement Bureau of the Federal Communication Commission, hereby requests that Verizon Florida LLC ("Verizon") admit to the truth of the following facts.

1. Each response shall be labeled with the same number as the subject admission request and shall be made under oath or affirmation of the person providing the response.
2. A denial "shall fairly meet the substance of the requested admission, and when good faith requires that a party deny only a part or a qualification of a matter of which an admission is requested, [the party] shall specify so much of it as is true and deny only the remainder."

DEFINITIONS

1. As used herein, the term "you" or "your" or "Verizon" means "Verizon Florida LLC, including all other persons acting or purporting to act on its behalf, including all directors, officers, employees, managers, shareholders, general partners, limited partners, parents, subsidiaries, whether wholly or partially owned, affiliates, divisions, predecessors and

successors-in-interest or other affiliated company or business, or agents, including consultants and any other persons working for or on behalf of any of the foregoing.

2. "JUA" refers to the Joint Use Agreement between FPL and Verizon, entered in 1975, amended in 1978 and subsequently terminated by Verizon.

ADMISSIONS

1. Admit that pursuant to the JUA, FPL has not rejected or refused Verizon access to FPL's utility poles.

2. Admit that pursuant to the JUA, FPL has always accommodated Verizon's request to attach to FPL's utility poles.

3. Admit that pursuant to the JUA, FPL has installed utility poles that are capable of accommodating Verizon's attachments.

4. Admit that under the JUA, FPL was required to design for and install utility poles that could accommodate four (4) feet of space for Verizon's attachments.

5. Admit that under the JUA, FPL was required to design for and install utility poles that could accommodate four (4) feet of space for Verizon, regardless of how much space Verizon was going to actually utilize.

6. Admit that over the course of the JUA, FPL has in fact installed utility poles that could accommodate four (4) feet of space for Verizon.

7. Admit that, but for the JUA, FPL could have installed smaller and less expensive utility poles.

8. Admit that as a result of installing taller and stronger utility poles, FPL's initial costs for installing these taller and stronger poles are greater than those it would have incurred by installing poles designed to accommodate only FPL's attachment.

9. Admit that as a result of installing taller and stronger utility poles, FPL's costs for maintaining these taller and stronger utility poles are greater.

10. Admit that as a result of installing taller and stronger poles, FPL incurs greater costs to replace the taller and stronger utility poles as they fail, reach end of life or are forced to be relocated.

11. Admit that the JUA commits the pole owner to continually replace poles at end of life with poles greater than it needs for its own business.

12. Admit that the average life of an FPL utility pole is not 40 years.

13. Admit that but for the JUA, Verizon would have been required to incur all of the expenses associated with building and maintaining a system to accommodate its business where it is currently attached to FPL's utility poles.

14. Admit that it was more cost effective for Verizon to attach to FPL's utility poles as opposed to installing its own utility poles or going underground.

15. Admit that taller poles are not necessarily stronger than shorter poles for storm resilience.

16. Admit that an indemnification clause in a contract has value.

17. Admit that over the life of the JUA that has been in place for more than 35 years that FPL has never denied Verizon access to one of FPL's utility poles because of insufficient space or strength.

18. Admit that over the course of the JUA, that FPL has provided Verizon with the opportunity to submit input as to the location of new or replacement utility poles.

19. Admit that the estimated average height for FPL's utility poles that are subject to the JUA is 38 feet or less.

20. Admit that contract terms regarding the timing of payment have value.
21. Admit that the JUA provision that required a yearly payment after the services were rendered, as opposed to a monthly payment, was beneficial to the party required to make the payment.
22. Admit that if Verizon is required to obtain a Performance Bond in connection with an attachment agreement that it increases the cost of doing business and can be costly.
23. Admit that if Verizon is required to obtain a Letter of Credit in connection with an attachment agreement that it increases the cost of doing business.
24. Admit that obtaining Performance Bonds or Letters of Credit can impact the purchaser's credit rating.
25. Admit that Verizon has paid less to attach to FPL poles than its competitors since mid-2011.
26. Admit that if FPL stops building its new pole infrastructure tall enough and strong enough to accommodate a joint user (e.g. Verizon), Verizon's competitors will no longer have the space on the pole infrastructure that they once had.
27. Admit that FPL's neutral conductor has the same clearance requirements as Verizon's cable.
28. Admit that FPL's neutral conductor sags less than Verizon's copper cable.
29. Admit that Verizon uses copper cable for some of its communication lines that are attached to FPL poles.
30. Admit that Verizon's copper cable lines typically take up more space than fiber cable used by other attachers.

31. Admit that to create communication space on a pole originally installed with no communication space requires the pole to be changed out.

32. Admit that the value FPL determines in "the average cost of a joint use pole" in the supplemental agreement formula that allocates "one half of the average annual cost of joint use poles" is far less than the value determined by the formula the FCC would apply to a CATV company for the average cost of a pole.

33. Admit that a 27 to 148 day head start on one's competitors has value to the telecommunications carrier who can reach the customer first.

34. Admit that "make-ready" can refer to pole replacement as well as electric space rearrangement.

35. Admit that the NESC does not require a bond-wire on every pole and that the NESC does not require "common bonding of all facilities on a pole, regardless of owner unless there is a pole-bond installed on the pole.

36. Admit that Verizon does not share common bonding with FPL on every FPL pole.

37. Admit that the two agreements (MCI and MCI Metro) Verizon refers to as Verizon's competitors were both negotiated and executed prior to the Telecommunications Act of 1996 and address fewer than 100 existing attachments.

38. Admit that the two agreements (MCI and MCI Metro) Verizon refers to as Verizon's competitors were modeled after the joint use agreement (including the rates to attach), were both assigned to Verizon and do not reflect the same terms and conditions of Verizon's competitors today.

39. Admit that for road improvements requiring each party in the right of way to move at their own cost in accordance with s. 337.403 F.S., the pole owner that is required to set

the new pole and remove the old in addition to transferring its facilities to the new location absorbs the majority of cost.

40. Admit that in transfer situations, the pole owner makes more trips to the field than the lowest attacher on the pole.

41. Admit that Verizon received the 2011 pole attachment survey results in April of 2012.

42. Admit that Verizon attaches to FPL-owned poles shorter than 35 feet.

43. Admit that Verizon employee(s) or authorized representative(s) accepted the joint survey maps as being acceptable to Verizon.

44. Admit that in the market of providing residential wireline service for combined wire, video and internet access services, Verizon has no CLEC competitors.

45. Admit that Verizon does not have any past or current plans to not transfer its facilities to FPL utility poles that are replaced as they reach their end of life or must be moved.

46. Admit that Verizon has consistently transferred its facilities to any utility poles that FPL has replaced as they reach their end of life or must be moved.

47. Admit that Verizon's current business plan or model is to continue to transfer its facilities to any poles that FPL will replace as they reach their end of life or must be moved.

Respectfully submitted)

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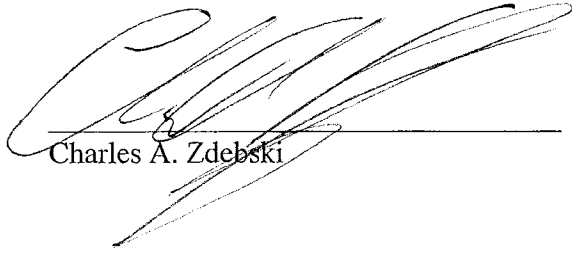
Dated: April 17, 2015

CERTIFICATE OF SERVICE

I hereby certify that on April 17, 2015, I caused a copy of the foregoing Requests for Admission to be served on the following (service method indicated):

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