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Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

COMMISSION
CLERK

In the Matter of

BRIGHT HOUSE NETWORKS, LLC,

Complainant.

v.

TAMPA ELECTRIC COMPANY,

Respondent.

File No. EB-06-MD-003

To: ENFORCEMENT BUREAU
MARKET DISPUTES RESOLUTION DIVISION

**TAMPA ELECTRIC COMPANY'S RESPONSE TO POLE ATTACHMENT
COMPLAINT OF BRIGHT HOUSE NETWORKS, LLC**

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SUMMARY

Tampa Electric Company, by its counsel and pursuant to the Market Disputes Resolution Division's Notice of Complaint, dated March 9, 2006, and Section 1.1407 of the Commission's rules, files this response to the pole attachment complaint of Bright House Networks, LLC, filed February 21, 2006.

The pole attachment complaint filed by Bright House Networks, LLC ("Bright House") is a procedural gambit designed to throw a monkey wrench into a fairly simple Florida state court collections lawsuit. The lawsuit is a breach of contract case in which Tampa Electric Company ("Tampa Electric") seeks payment of the difference between the cable rate Bright House has been paying and the telecommunications rate Bright House should have paid based on use of its attachments for telecommunications since 2001. Bright House filed this complaint as part of a flurry of procedural maneuvering intended to stall discovery and delay collection of the past due amount. While Bright House can certainly challenge Tampa Electric's telecommunications rate before the Commission, it cannot do so in bad faith simply as a means of derailing the collection in state court of past due rent. Bright House's attempt to manufacture a federal VoIP policy issue out of a collections lawsuit that neither addresses VoIP policy nor requires any such policy ruling should be rejected. To the extent the Complaint challenges Tampa Electric's current rates, those rates are correctly calculated and should be upheld.

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I. Statement of Facts

For many years prior to the lawsuit, Bright House had repeatedly assured Tampa Electric that Bright House was not using its pole attachments for telecommunications. *See* Declaration of Kristina Anguilli ("Anguilli Decl.") at ¶ 8. For example, on February 19, 2003, Mr. Eugene White, Bright House's Vice President of Engineering, expressly represented and warranted that Bright House's attachments were not being used for telecommunications. *See* Exh. 1. Similar assurances were made orally and in writing by other Bright House personnel. *See* Anguilli Decl. at ¶ 8. These assurances were relied on by Tampa Electric when it billed Bright House at the cable rate.¹

In mid-2005, however, Tampa Electric began to suspect Bright House was up to something when it noticed Bright House advertising "telephone service" in the Tampa area. *See* Anguilli Decl. at ¶ 3. Investigation showed that Bright House had in fact explicitly represented to consumers, to the Florida Public Service Commission and to this Commission that Bright House's "Digital Phone" service was in fact "telephone service" and "telecommunications." *See* Anguilli Decl. at ¶¶ 14, 15; *see* also exhibits referenced in Section II.1. below. At that point, Tampa Electric sent Bright House a letter and met with Bright House to demand an explanation and payment of the proper rate. *See* Anguilli Decl. at ¶ 17; Exh. 2. Bright House emphatically denied that its attachments were being used for telecommunications and followed up with a letter to that effect. *See* Exh. 3. Ironically, however, at the same time Bright House was making these denials, its affiliate, Time Warner Telecom, actually proposed to provide Tampa Electric with telecommunications service over Bright House's attachments on Tampa Electric's poles. *See*

¹ In fact, none of the pole attachment agreements between Tampa Electric and Bright House provided for any attachments other than cable attachments. Tampa Electric had provided Bright House in October, 2003 with an updated agreement that covered telecommunications. Bright House had agreed to negotiate that agreement no later than June, 2004, but never responded to Tampa Electric's efforts to do so. In December, 2005, Bright House finally expressed willingness to negotiate, so perhaps that will lead to something.

Anguilli Decl. at ¶ 17. Investigation into this proposal revealed that Bright House for many years had allowed Time Warner Telecom to provide telecommunications services to customers throughout the Tampa area over Bright House's attachments, and that all that time Bright House had chosen to conceal it. *See* Anguilli Decl. at ¶ 19.

Once these facts came to light, Tampa Electric concluded that the only way to uncover the truth and remedy Bright House's misconduct was through the courts. In filing the lawsuit, Tampa Electric was mindful that the FCC has jurisdiction over the reasonableness of rates, terms and conditions of pole attachments, but was equally mindful that the FCC has specifically disclaimed jurisdiction over payment disputes. Accordingly, Tampa Electric brought a breach of contract complaint against Bright House in the Circuit Court of Hillsborough County, Florida, together with initial discovery requests. *See* Exh. 4, 5, 6.

Once the lawsuit was filed, Bright House confessed that it was indeed using its attachments for telecommunications. Without explanation or apology, Bright House sent a letter from its counsel acknowledging use of its attachments for telecommunications, but claiming that such use was limited to only 7,375 attachments. *See* Exh. 7. Bright House refused, however, to respond to any discovery requests. *See* Exh. 8. In other words, having been caught concealing the way its attachments were being used for telecommunications, Bright House has asked Tampa Electric to simply trust Bright House as to how much telecommunications use it had been concealing. At the same time, Bright House claimed without inquiry or evidence that Tampa Electric's rate calculation was wrong and sent a separate letter asking for Tampa Electric's telecommunications rate calculation and supporting data. *See* Exh. 9. Four days later, without waiting for the data, Bright House filed this pole attachment complaint challenging Tampa Electric's rates and attempting to turn the case into a national VoIP policy dispute. On the same

day, Bright House moved to dismiss or stay the lawsuit based on the pendency of this pole attachment complaint. *See* Exh. 10. That motion is scheduled for hearing on June 22, 2005. *See* Exh. 11.

II. Argument and Citation of Authority

Analyzing Bright House's complaint requires some untangling of issues from non-issues. Bright House is quite correct that the Commission has jurisdiction over pole attachment rates, as well as over the question of whether VoIP is or is not telecommunications. But those issues are not what Tampa Electric's Florida lawsuit asks the state court to decide. Those issues are red herrings that unnecessarily complicate a simple case.

With respect to the VoIP issue, Tampa Electric's collections suit is based solely on facts that do not depend in any way on whether Bright House is or is not using VoIP or on whether VoIP is or is not telecommunications. In other words, the Commission's ruling on the regulatory status of VoIP will not affect the outcome of the collections lawsuit, and the lawsuit will require no finding by the Florida court as to the regulatory status of VoIP. The reason is that Bright House itself, by its own actions and statements, has established and concluded that its attachments are being used for telecommunications under existing Commission and United States Supreme Court precedents, without regard to either Bright House's choice of technology or the regulatory status of VoIP. The key facts in this connection are the use (now admitted) of Bright House's attachment by third party telecommunications providers, as well as Bright House's election to market, sell and deliver its "Digital Phone" service to its Tampa customers explicitly as "telephone service" and "telecommunications."

With respect to rates, the lawsuit does not ask the court to determine what is or is not a just and reasonable rate. Instead, the suit simply seeks to collect payment at Tampa Electric's published rate, precisely as this Commission has previously ruled Tampa Electric should do.

The Commission certainly has jurisdiction over the reasonableness of the current rate. Bright House may challenge the calculation of that rate, and if the Commission determines the rate should be different then that rate will apply prospectively. But no such ruling should apply retroactively or otherwise affect past-due amounts that are the subject of the lawsuit.

1. Tampa Electric's Florida Lawsuit Does Not Ask or Require the Court to Address the Regulatory Status of VoIP

Bright House's effort to turn Tampa Electric's collections suit into a VoIP regulatory policy issue is a red herring. There is literally no reference to VoIP in Tampa Electric's pleadings, nor does the lawsuit rely in any way on anything relating to Bright House's choice of technology. Instead, the complaint relies exclusively on the evidence *created by Bright House itself* that its pole attachments are being used, and have been used for many years, for telecommunications, regardless of the regulatory status of VoIP. *See* Exh. 4. The lawsuit claims that Bright House's attachments have been used for telecommunications in at least two ways. First, Bright House has allowed its own affiliate, Time Warner Telecom, and possibly others to use Bright House's attachments for telecommunications. Second, Bright House has itself used its attachments for telecommunications, in particular by means of its "Digital Phone" service.

Although Bright House steadfastly denied for many years that its attachments were being used for telecommunications, Bright House has now admitted in the face of irrefutable evidence that it has in fact been allowing Time Warner Telecom to use Bright House's attachments for telecommunications for the entire period covered by the lawsuit. *See* Exh. 7. That admission, if nothing else, shows that Tampa Electric's lawsuit has merit. It also shows that nothing short of a

lawsuit would have uncovered the truth. Of course, because Bright House has refused to respond to any discovery whatsoever, we still do not know the full extent of Time Warner's usage or whether other carriers similarly used Bright House's attachments. The answers to these questions presumably will come to light as the case progresses. What is clear, however, is that those telecommunications activities have nothing whatsoever to do with the Commission's VoIP policy. Bright House's attempt to stall the litigation based on its VoIP red herring appears driven largely by its desire to avoid the state court discovery process. The Commission should not become a party to that effort.

With respect to Bright House's "Digital Phone" service, Bright House has refused to respond to any discovery, which leaves Tampa Electric and the Commission only with Bright House's unsubstantiated assertions about the technology involved and the network architecture. Given Bright House's lack of candor regarding the use of its attachments, Tampa Electric respectfully notes that Bright House's statements about "Digital Phone" cannot be taken at face value. Bright House's difficulty with basic facts is illustrated rather starkly by the contradictions between Mr. White's sworn declaration in this proceeding that Bright House began offering "Digital Phone" in January 2005, and Bright House's compliance letter in WC Dockets 05-196 and 04-36 stating that it began offering service in summer 2004. *Compare* White Decl. at ¶ 16 with Exh. 12. These contradictions are further compounded by the Florida Public Service Commission's consumer activity report for "telecommunications providers" which shows Bright House customer complaints in 2003 and 2004 (*see* Exh. 13), by Bright House's ALEC Regulatory Assessment Fee Return showing \$1,161,240.16 in Basic Local Services telecommunications revenue in 2004 (*see* Exh. 14), and by Bright House's FCC Form 477, which shows 15,270 voice telephone customers as of December 31, 2004 (*see* Exh. 15). Indeed,

Bright House's published Florida tariffs show that telecommunications service has been continuously offered since late 2001. *See* Exh. 16.

Even assuming, however, that "Digital Phone" is indeed a VoIP service, the Supreme Court's decision in *National Cable & Television Ass'n v. Brand X Internet Services*, ___U.S. ___, 125 S.Ct. 2688, 2703 (2005), indicates that the technology used is not as important for purposes of regulatory classification as the ultimate "end product" that the consumer perceives is being offered by the relevant service provider. The Supreme Court affirmed the Commission's test that whether a particular service constitutes a "telecommunications service" turns on the nature of the service functions the "end user" is being offered. *Id.* In other words, as seen from the "consumer's point of view," is the service being offered a classic telephone service involving the transmission of information without any change in form or content or is it something different? *Id.* In the present case, Bright House has gone to great lengths to market and advertise its digital telephone service as virtually indistinguishable from conventional, everyday telephone service. Because the targeted consumer necessarily must perceive Bright House's digital telephone service in the same manner as it is being marketed or presented, and because the regulatory classification of such service turns again on how the product is perceived by this consumer, Bright House's own marketing characterization of its digital telephone offering as routine telephone service necessarily casts this product for regulatory purposes as a "telecommunications service."

a. Bright House Assures That Customers See Digital Phone as a Traditional Telephone Service

To its customers, Bright House portrays its Digital Phone service as “a residential telephone service,” which operates “[j]ust like conventional telephone service” whereby a customer is able to “[m]ake and receive calls the same way as you would with any other telephone service.” *See* Exh. 17. Bright House advertises that customers may retain their existing telephones and telephone numbers, and makes clear that no additional equipment must be purchased. *Id.* At no additional charge, Caller-ID and Call Waiting services are offered. Directory Assistance, E911 service, and international calling options all are accessible via Digital Phone. *Id.* VoIP is not even mentioned to “Digital Phone” customers, nor is it described as Internet service. Instead, Bright House specifically differentiates “Digital Phone” from its cable television and Internet offerings by labeling and pricing them separately. *See* Exh. 18, 19. Bright House specifies that the customer will be charged for E911 service, the federal Universal Service Fund, and the federal Telecommunications Relay Service Fund, which Bright House notes must be collected by “telecommunications providers” and “providers of telecommunications services.” *See* Exh. 17. Bright House’s customer agreement specifically prohibits the customer from seeking telephone services from any other provider: “You expressly agree that you will not have the option of subscribing to a ‘local only’ or ‘long-distance only’ service, nor will you be able to subscribe to a separate local, toll or long distance provider for use in conjunction with Bright House Networks Digital Phone.” *See* Exh. 18. Bright House further permits itself the right to disconnect such services, or to splice into such service: “In order to provide you with Digital Phone, Bright House networks will physically disconnect your existing service to the local telephone company. By accepting Digital Phone, you agree that Bright

House Networks may disconnect your existing service to the local telephone company, and that we may disconnect, rearrange, splice or otherwise manipulate the existing telephone wiring on your premises on your behalf in order to connect the premises to Digital Phone.” *Id.* In other words, Bright House has taken great pains to assure that consumers see and use “Digital Phone” as *nothing but* a telecommunications service, and that Bright House is the customer’s exclusive telecommunications service provider.

b. Bright House Has Consistently Portrayed Digital Phone as a Telecommunications Service to the Commission

Bright House’s filings with the Commission consistently take the position that Bright House is providing a telecommunications service. They include Bright House’s certifications that it is indeed providing telecommunications services in Florida and that it is collecting Universal Service fees from its customers. *See* Exh. 19. Federal law is clear, of course, that such fees apply only to telecommunications, a fact Bright House actually points out to customers in its website terms and conditions of service, in which it revealingly refers to itself as a “telecommunications provider.” *See* Exh. 17, 18.

In addition, in comments filed in the IP-Enabled Services proceeding, Time Warner Telecom and Time Warner Inc. filed telling comments regarding the regulation of IP-enabled telephone services. Time Warner Telecom urges the Commission to “classify as telecommunications services those VoIP services that offer customers the capability to exchange voice communications in real-time in a manner that is transparent to the end user and that utilize telephone numbers. This definition captures those VoIP services that are functionally similar to traditional telephone service.” *See In the Matter of IP-Enabled Services*, Comments of Time

Warner Telecom, WC Docket No. 04-36, at 17 (filed May 28, 2004). In fact, Time Warner Telecom, in over 20 pages of comments on this classification issue, makes a compelling case for why VoIP telephony, presumably including Digital Phone, “offers customers transmission that is essentially ‘transparent’ to the customer,” which, as Time Warner Telecom notes, “is the *sine qua non* of telecommunications.” *Id.* at 20.

Perhaps the most interesting regulatory filing, however, is one made before the Commission on March 1, 2006 by Time Warner Cable, which is one of Bright House’s two owners. In a Petition For Preemption challenging South Carolina’s denial of a CLEC certificate for “Digital Phone” service, Time Warner presents a cogent and thorough analysis of exactly why Bright House is a telecommunications carrier and why “Digital Phone” is a telecommunications service. *See In the Matter of Petition of Time Warner Cable for Preemption Pursuant to Section 253 of the Communications Act*, WC Docket No. 06-05 (filed March 1, 2006). Among other things, Time Warner’s description of “Digital Phone” shows quite clearly that “Digital Phone” is indistinguishable from plain old telephone service from the customer’s point of view, and that “Digital Phone” also involves providing wholesale telecommunications services to other carriers.² *Id.* at 17. (Tampa Electric suspects that Bright House is already using its attachments for wholesale telecommunications services and expects to explore that usage in discovery. For the moment, Bright House is refusing to comply with those discovery efforts.)

² The South Carolina applicant, Time Warner Cable Information Services (South Carolina), LLC, seems to be the South Carolina counterpart of Bright House Network Information Services (Florida), LLC, discussed *infra*.

**c. Regardless Of Whether “Digital Phone” Is A Telecommunications Service, The
Transport Of “Digital Phone” By A Separate CLEC Is Unquestionably A
Telecommunications Service**

Bright House appears to have created a two-tiered structure in which one company, Bright House Network Information Services, LLC (Florida) (“BHNIS”), is a certificated CLEC that provides transport services to the cable company, Bright House Network, LLC. In response to a 2005 CLEC Data Request from the Florida Public Service Commission, BHNIS stated that “[t]he intent of Bright House Network Information Services is the transport of its affiliate, Bright House Networks, LLC’s, VoIP service.” *See* Exh. 20. It also appears that BHNIS has an interconnection agreement with Verizon Florida, Inc., by means of which BHNIS transports BHN traffic to and from the public switched telephone network. *See* Exh 21. BHNIS has filed reports showing revenues, presumably for this transport business, of more than \$1 million for 2004, and more than \$40 million for 2005. *See* Exh 14, 22.

In offering this type of transport, BHNIS is admittedly providing a telecommunications service and has been reporting it as such to state and federal regulators. *See* Exh 14, 19, 20, 22. The Commission recently stated that the transmission component of a wireless broadband Internet access service is a telecommunications service if the following condition is met: “the entity that provides the transmission voluntarily undertakes to provide it as a telecommunications service.” *Appropriate Framework for Broadband Access to the Internet over Wireline Facilities*, 20 F.C.C.R. 14853, 14910-11 (2005). There appears to be no question that BHNIS is providing its transport service voluntarily. Therefore, regardless of whether or not Bright House’s “Digital Phone” service is itself the provision of a telecommunications service, BHNIS’s transport service to Bright House is unquestionably a telecommunications service. That service is being

conducted over Bright House's pole attachments, which alone would entitle Tampa Electric to collect the telecommunications rate.

In summary, the regulatory status of VoIP is a non-issue for three separate reasons. First, Time Warner Telecom's usage is telecommunications and has nothing to do with "Digital Phone" or VoIP. Second, Bright House has unequivocally positioned Digital Phone as a telecommunications service in the eyes of consumers, regulators and other carriers. Under *Brand X*, that is sufficient for purposes of this case: having established its product in the marketplace as a telecommunications service, Bright House must accept that that is exactly what it is and cannot pretend "Digital Phone" is not also a telecommunications service for purposes of pole attachment rates. Third, regardless of whether "Digital Phone" is itself a telecommunications service, BHNIS's transport services for Bright House's "Digital Phone" or other traffic clearly are telecommunications services.

If the Commission determines at some point that VoIP is not telecommunications, Bright House may indeed find itself in a pickle, but only because *Brand X* teaches that Bright House's efforts to position "Digital Phone" as telecommunications would create a conflict between Bright House's actions and federal policy. By the same token, until the Commission makes a ruling, if Bright House changes its position and stops representing that "Digital Phone" is telecommunications and taking advantage of the benefits of treating it as such, and if BHNIS ceases its transport service over Tampa Electric's poles, and if Time Warner Telecom ceases its use of Tampa Electric's poles, then Bright House would have an argument that its attachments are not being used for telecommunications. Regardless, the Commission's ultimate ruling on VoIP will not be constrained, predetermined, or otherwise affected by a Florida state court decision regarding Bright House's past-due rent for 2001-2005.

2. If the Commission Endeavors to Explore Technology Used for “Digital Phone” as a Basis for Applying the Telecommunications Rate, It Must Order an Evidentiary Hearing

Because the record is clear that Digital Phone is offered by Bright House as a traditional telecommunications service and is viewed by customers, and acts in every way for those customers, as a traditional telephone service, the Commission need not even examine the functioning of “Digital Phone” or other technological issues in this proceeding. The fact that Bright House must be deemed a telecommunications provider in the collections lawsuit simply by virtue of its own statements and filings does not require the Commission to make any determination regarding “Digital Phone” technology or VoIP in general. So long as the state court is merely finding facts and ruling on them under established law, it will not be infringing on the Commission’s jurisdiction and should be left to do its job. However, to the extent the Commission seeks to investigate or rule on the “Digital Phone” technology, it must establish an evidentiary hearing in this case. 47 C.F.R. § 1.1411 (2006); *see also Arkansas Cable Telecommunications Assoc. of Arkansas, Inc.*, EB Docket No. 06-53 (rel. March 2, 2006) (designating pole attachment complaint for hearing).

To be sure, consistent with advertising itself as a traditional telephone service, Bright House has shielded the technological nature of its offering from Tampa Electric, the public, and the Commission. In advertisements, Bright House never identifies “Digital Phone” as a VoIP service and avoids technical specifics, instead claiming only that it is “residential telephone service.” *See* Exh. 17, 18.

Bright House has provided no responsive information to document requests propounded upon it by Tampa Electric in the state court proceeding that would serve to confirm that "Digital Phone" is a VoIP service or that would otherwise illuminate how "Digital Phone" is offered. On this scant record, the Commission must, if it endeavors to determine the technical nature of "Digital Phone" to decide if attachments used to provide the telephone service are subject to the telecommunications rate, commence an evidentiary hearing into this matter.

Tampa Electric would be prejudiced in this case if it were required to argue from a technical standpoint that Bright House's "Digital Phone" service is a telecommunications service without any access to the technical specifications Bright House possesses. Accordingly, if the Commission believes such an inquiry is required, Tampa Electric seeks a full evidentiary hearing, including the grant to it of full discovery privileges, so that it may learn the true nature of Bright House's "Digital Phone" service and may respond to Bright House's claims that "Digital Phone" is not a telecommunications service. Such a hearing would not be required, however, if the Commission were to conclude that Bright House and its affiliates have made sufficient showing, on their own accord and via advertisements, press releases, and the like, that "Digital Phone" is at its root traditional telephony and that the provision of that telephony subjects the Bright House network attachments to the telecommunications rate.

3. The Commission Should Not Address the Calculation of Tampa Electric's Telecommunications Rate as it Affects the Past Due Amounts That are the Subject of the Collections Lawsuit

While the Commission clearly has jurisdiction to review the reasonableness of Tampa Electric's telecommunications rate prospectively, Bright House should not be permitted to

challenge prior rates that applied while Bright House was violating the Commission's rules in order to evade these very rates. The telecommunications rates billed to Bright House by Tampa Electric are the same rates charged to all of Tampa Electric's other telecommunications attachers from 2001 to 2005. *See* Anguilli Decl. at ¶ 12. Bright House never challenged these rates during the period in which they were applicable because it chose instead to hide the telecommunications use of its attachments. Bright House seems to think it can conceal the telecommunications use of its attachments in violation of Commission rules, then make a series of false statements designed to cover up that use, and then, years later when its efforts are discovered, try to avoid responsibility once again by claiming the rates it never paid were too high anyway. That would be inequitable. If Bright House had wanted to challenge the rates, it could have done so years ago when it should have reported the telecommunications use of its attachments, which is when the rates were due. By choosing instead to violate the law and try to evade paying the rates altogether, Bright House waived its opportunity to challenge those rates. *See, In re: AT&T*, 95 F.C.C.2d 1097 (1983) (applying "unclean hands" doctrine to deny relief where a party sought relief from the effects of its own violation of the Commission's rules).

Recognizing that Bright House's hands are unclean is consistent with the Commission's rule that a pole attachment complaint may seek redress of a rate only on a prospective basis. Specifically, the Commission's rules provide for refunds for the difference between the amount paid and "the amount that would have been paid under the rate, term, or condition established by the Commission *from the date that the complaint, as acceptable, was filed* plus interest." 47 C.F.R. § 1.1410(c) (emphasis added). Commission precedent is clear that pole attachment rate relief thus applies on a prospective basis, beginning with the date of filing of the complaint. *See, e.g., Texas Cable and Telecommunications Ass'n*, 14 F.C.C.R. 2975 (1999) (denying cable

association's request to calculate refunds from the date of imposition of the rate in favor of refunds of overcharges paid since the date the complaint was filed); *TeleCable of Piedmont, Inc.* 10 F.C.C.R. 10898 (1995), (granting refund for the 60-day period of July 1, 1990 through August 29, 1990 because Duke failed to provide a required 60-day notice of a rate increase, but refusing to grant refunds for August 30 to November 14 period because the complaint was not filed until Nov. 15, 1990); *Heritage Cablevision Associates of Dallas, L.P. and Texas Cable TV Ass'n.*, 6 F.C.C.R. 7099 (1991), *Tele-Ception of Winchester, Inc.*, 1985 FCC LEXIS 3855 (1985) (both granting cable company requests for refunds from the date the complaints were filed); *American Television & Comm. Corp.*, 1984 FCC LEXIS 2431 (1984) (stating that refund of excess payments retroactive to the date of the filing of the complaint, plus interest, is a suitable remedy which advances the Congressional goals set forth in the legislative history associated with the 47 U.S.C. § 224); *Cable Information Services, Inc.*, 81 F.C.C.2d 383 (1980) (same).

These rules make sense because the attaching entity and pole owner are required to deal with one another on an open, honest and good faith basis. Bright House has not done that. Thus, although Bright House should be free to challenge the telecommunications rate going forward from the date of its filing of its Complaint, Bright House should not be permitted to challenge the rate for prior years when it hid the true nature of its attachments. Had Bright House wished to take issue with the telecommunications rate for those years, it should have alerted Tampa Electric that it was offering telecommunications services, as required by the Commission's Rule 1.1403, and negotiated or challenged the resulting rate at that time. It cannot have it both ways now.

4. The State Court is the Proper Forum for Collecting Past-Due Pole Attachment Fees

The Commission's jurisdiction over the reasonableness of a pole attachment rate is not at odds with the Florida state court's jurisdiction over Bright House's liability for failing to pay past-due pole attachment fees. Commission precedent is clear that it will defer to local courts for resolution of disputes involving breach of contract and non-payment of pole attachment fees:

Although the Commission's jurisdiction encompasses certain practices growing out of a contractual relationship between a utility and a cable operator, it does not extend to adjudication of the legal impact of the failure of a party to fulfill its contractual obligations, nor to the determination of what contract rights exist once a party has unilaterally moved to terminate an agreement. In other words, as we read both the legislative history and the statute itself, Congress has nowhere expressed its intent that this Commission be accorded the authority to preempt local jurisdiction in such matters. Rather, such matters are left to the existing state law governing breach of contract, whether express or implied, and questions of unjust enrichment. For these reasons, Appalachian must pursue in state courts any complaint that Capitol has continued to use its poles without paying for these services.

Appalachian Power Co., 49 RR 2d 574, 578 (1981); *see also Kansas City Cable Partners*, 14 F.C.C.R. 11599, 11601 (1999) (Commission "will not assert its jurisdiction merely to enforce the terms of a pole attachment agreement. The Commission's authority under Section 224 does not supplant that of the local jurisdiction when the issue between the parties is a breach of contract not involving unjust or unreasonable contractual terms, rates, or conditions."); *Marcus Cable Assocs., L.P.*, 12 F.C.C.R. 110362, 10365-66 (1997) ("The authority conferred by Section 224, however, does not supplant that of the local jurisdiction when the issue between the parties is a breach of contract not involving unjust or unreasonable contractual rates, terms, or conditions."); *Cable Texas, Inc.*, 14 F.C.C.R. 6647, 6653 (1999); *Cablecom-general, Inc.*, 50 Rad. Reg. 2d (P&F) 473 (1981); *Tele-Ception of Winchester, Inc.*, 49 Rad. Reg. 2d (P&F) 1572 (1981); *Texarkana TV Cable Co.*, 49 Rad. Reg. 2d (P&F) 1043 (1981).

The same determination has been made by courts, which have held that breach of contract and collection actions regarding pole attachment agreements are matters for state courts. *See, e.g., Public Serv. Co. of Colorado v. FCC*, 328 F.3d 675, 679 (D.C. Cir. 2003), *citing Appalachian Power* (“the collection of unpaid fees is a matter for state courts.”); *Massachusetts Electric Co. v. Granby Telephone & Telegraph Co.*, 17 Mass.L.Rptr. 525 (Mass. Super 2004) (deferring jurisdiction until after FCC determined if rate was reasonable: “the Court does have jurisdiction of the causes of action set forth in the complaint namely breach of contract, *quantum meruit* and trespass”).

In adjudicating Tampa Electric’s breach of contract claims, the Florida state court will not be required to make determinations of federal telecommunications law or policy. On the contrary, as explained in Section II.1 above, Tampa Electric’s collections lawsuit is based only on (1) Bright House’s own explicit representations about its telecommunication activities; and (2) use of Bright House’s attachment by third parties that even Bright House concedes constitutes telecommunications. Tampa Electric has not asked and will not ask the state court to determine how VoIP or some other technology should be treated as a matter of regulatory policy. The court will only determine whether Bright House breached its pole attachment agreements, and if so, what damages it must pay Tampa Electric for its breach and unjust enrichment. As it has done repeatedly, the Commission should decline to assert jurisdiction over this purely state action.

5. Tampa Electric’s Pole Attachment Rates are Just and Reasonable

Bright House alleges, first, that Tampa Electric *may* have imposed an excessive rental rate for cable attachments and, second, that Tampa Electric has imposed an excessive rental rate

for telecommunications attachments. Neither contention is correct. In fact, Bright House's Complaint fails even to establish a *prima facie* case because its own calculations actually *support* Tampa Electric's rates. For that reason alone, the complaint should be denied. In anticipation that Bright House might now try to introduce new arguments or evidence, or change its calculations, or otherwise do something to which Tampa Electric would not have an opportunity to respond under the Commission's rules, Tampa Electric has included below a more detailed explanation of its rates than is actually necessary to refute the complaint. Tampa Electric must emphasize, however, the Commission can properly consider only the complaint as it stands and as Tampa Electric must respond to it. Any attempt by Bright House to re-craft or supplement its Complaint with new arguments or evidence would be highly improper and prejudicial to Tampa Electric and would violate both the Commission's rules and the requirements of due process. *See* 47 C.F.R. §§ 1.45, 1.726(a); *RCN Telecom Serv. Of Philadelphia, Inc.*, 16 F.C.C.R. 11857, 11858 (2001). *See also Nelson v. Adams*, 529 U.S. 460, 466 (2000) ("the opportunity to respond, fundamental to due process, is the echo of the opportunity to respond to original pleadings").

a. Bright House Has Failed to Establish a Prima Facie Case that Tampa Electric's Cable Rates are Unjust or Unreasonable

The Commission should deny Bright House's Complaint out of hand because the *prima facie* evidence offered by Bright House actually supports the validity of Tampa Electric's cable rental rate. In footnote 11 of its Complaint, Bright House states that it has calculated what it regards as the proper cable rental rate and found it to be 3 cents *higher* than the rate actually charged by Tampa Electric. Thus, on the facts alleged, Bright House has failed to establish a *prima facie* case that Tampa Electric's cable rental rate is excessive.

Bright House simply ignores the inconvenient fact that Tampa Electric's cable rental rate is 3 cents lower than the maximum reasonable rate calculated by Bright House. Instead Bright House speculates that it may yet be able to show that Tampa Electric's cable rental rate is too high. At footnote 11, Bright House promises to "revise its calculation" when it receives more information. Tampa Electric submits that a complainant should not be permitted to "revise its calculation" when it has failed to allege an improperly high rate in the first place.

Bright House's promise of additional proffers of evidence is troubling and fails to conform to the procedural requirements of the Commission's rules. Section 1.1404(g) of the Commission's rules requires a complainant to support an allegation of unjust or unreasonable rates with data and information to support that allegation. If the information is not in the possession of the complainant, the utility is required to provide it, pursuant to Section 1.1404(j) of the Commission's rules, upon the reasonable request of the cable or telecommunications company.

Indeed, on February 17, 2006, one business day before it filed the instant complaint, Bright House requested Tampa Electric to provide it with information relevant to Tampa Electric's calculation of rental rates, the current number of poles in service and investments booked to FERC Account 364 relating to property other than poles, anchors and guys. *See* Exh. 9. A response was requested by March 20, 2006 and the response was indeed made on March 20, 2006. *See* Exh. 23.

Rather than waiting for the response from Tampa Electric, which would provide Bright House with the information needed to calculate the rental rate, Bright House filed its complaint immediately, its rental rate allegation supported only by speculation as to what might come to light: perhaps the actual number of poles might yield a result more to its liking; perhaps the 15%

downward adjustment to FERC Account 364 might be too low. In other words, the cable rental rate allegation in the complaint is merely a placeholder for what Bright House hopes to file later.

Bright House's complaint regarding the cable rate is nothing short of frivolous. From a procedural standpoint, this approach wastes the Commission's time and deprives respondents of the ability to answer a complainant's actual allegation. Moreover, it forces Tampa Electric to expend the resources to defend against a complaint that is unsupported on its face. The Commission's rules provide a mechanism for complainants to obtain the information they need to support their complaints. Here, the complainant has ignored this procedure and filed a complaint that, incredibly, supports the justness and reasonableness of the utility's cable rental rate.

If the situation were reversed and the utility had failed to cooperate with the information request, the attaching entity no doubt would demand that the Commission credit the allegations made by the complainant and resolve all ambiguities against the utility.³ The complainant here should be held to the factual allegations it chose to make at the time of its complaint. These facts show that Tampa Electric's cable rental rate is just and reasonable and the Commission should so find.

Bright House implies that it will revise its placeholder cable rate argument, depending on what the actual number of poles in service is. Bright House used the number 330,000 for its calculation. As Bright House has been informed, the actual current number of poles in service is 305,042. *See* Exh. 23. However, the number that must be used for purposes of this discussion is the actual number that went into Tampa Electric's cable rate calculation. As shown in the materials provided to Bright House on March 20, 2006, Tampa Electric used the number 303,837, which was the number at the time of its rental rate calculation, resulting in the \$5.63

³ *Cf. Teleport Communications Atlanta, Inc.*, 17 F.C.C.R. 19859 (2002).

rental rate. *Id.* Thus, even if the Commission were to permit Bright House to revise its complaint, there would still not be an issue pertaining to the cable rental rate.

b. The Appurtenance Deduction Cannot Be Challenged

Bright House implies further, however, that Tampa Electric's rate may be too high because the 15% reduction in the Gross Pole Investment factor in the rental formula may not be enough. Without ever saying why it believes it can challenge the 15% reduction, Bright House suggests – again without any facts to back it up – that the reduction should be more like 25% or 40%. Tampa Electric submits that the 15% factor cannot be challenged.

One of the elements in the Commission's formula for determining the maximum just and reasonable pole rental rate is the Net Investment in Bare Poles. This factor is determined by examining the utility's Gross Pole Investment, as reported in FERC Account 364, and subtracting from that amount depreciation and accumulated deferred income taxes. The remainder is further reduced by 15% to adjust for crossarms and other appurtenances that do not relate to the pole itself. The result is the Net Investment in Bare Poles.

There was a time when the 15% was considered to be a rebuttable presumption. *See Pole Attachment Order*, 2 F.C.C.R. 4387, 4390 (1987). However, the rebuttable nature of the 15% reduction has effectively been repealed by the Commission. In the *Consolidated Partial Order on Reconsideration*, 16 F.C.C.R. 12103 (2001), the Commission closely examined the contents of FERC Account 364. In this rule making, utilities were arguing that accounts in addition to 364 should be included in the determination of the Net Pole Investment. The Commission disagreed, saying:

Account 364 includes the cost of installed poles, towers, and appurtenant fixtures used for supporting overhead distribution conductors and service wires. Specific

items include: 1. Anchors, head arm, and other guys, including guy guards, guy clamps, strain insulators, pole plates, etc.; Brackets; Crossarms and braces; Excavation and backfill, including disposal of excess excavated material; Extension arms; Foundations; Guards; Insulator pins and suspension bolts; Paving; Permits for construction; Pole steps and ladders; Poles, wood, steel, concrete, or other material; Racks complete with insulators; Railings; Reinforcing and stubbing; Settings; Shaving, painting, gaining, roofing, stenciling, and tagging; Towers; Transformer racks and platforms. Even with the 15% reduction for non-pole appurtenances such as crossarms, this is still a very generous account, including the cost of towers, transformer racks and platforms. *Id.* at 12161.

Clearly the Commission is well aware of the appurtenances that are included in Account 364 and has approved the inclusion of these appurtenances as a consciously "generous" approach to determining the Net Pole Investment. While the Commission did not explicitly state that the 15% reduction is no longer just a rebuttable presumption, by explicitly approving the inclusion of this litany of appurtenances in the Gross Pole Investment factor, reduced by 15%, the Commission has effectively done so.

The evidence that this is the case can be found in the statement of the pole rental rate formula for cable attachments, contained in Appendix D-2 to the *Consolidated Partial Order on Reconsideration*. There, the 15% reduction (actually, an equivalent multiplication factor of .85) has become a *fixed term* in the rental rate formula itself. Appendix D-2 mentions rebuttable presumptions for other variables, namely space occupied and usable space, but it mentions nothing about the .85 multiplication factor as being a rebuttable presumption.

Bright House apparently believes that it can still challenge the 15% reduction factor. In light of the Commission's discussion of the contents of FERC Account 364 in 2001, such a challenge would be out of bounds and should not be allowed.

In any event, the point is moot because, as Bright House was informed on March 20, 2006, when Tampa Electric responded to Bright House's request for data, Tampa Electric does not have a breakdown of the amounts that are booked to Account 364 for cross arms and other

appurtenances. Rule 1.1404(g)(1)(ii) requires the account information to be provided "if available." 47 C.F.R. § 1.1404(g)(1)(ii). Tampa Electric has made a good faith effort to identify this information, regardless of Tampa Electric's position that a further reduction of the Account 364 amount is inappropriate, and determined that the information is not available. *See Anguilli Decl.* at ¶ 25; *see also* Exh. 23.

In light of the above, Bright House has failed to establish a *prima facie* case that Tampa Electric's cable rental rate is unjust and unreasonable. Pursuant to Section 1.1409(d) of the Commission's rules, Bright House's complaint as to this issue must be denied.⁴

c. The Rental Rate for Telecommunications Attachments is Just and Reasonable

(i) The Appurtenance Deduction Cannot be Challenged

With regard to the rental rate for telecommunications attachments, Bright House again reserves the "right" to challenge the 15% reduction for appurtenances. For the reasons stated above regarding this argument in the context of the cable rental rate, Tampa Electric contends that the 15% reduction is no longer a rebuttable presumption and cannot be challenged.

Moreover, despite a good faith effort by Tampa Electric to determine the itemized contents of FERC Account 364, the figures pertinent to this argument simply are not available.

Accordingly, there should be no further discussion of whether the appurtenance deduction should be greater.

⁴ Section 1.1409(d) states: "The Commission shall deny the complaint if it determines that the complainant has not established a *prima facie* case, or that the rate, term or condition is just and reasonable, or that the denial of access was lawful." 47 C.F.R. § 1.409(d).

(ii) Tampa Electric's Telecom Rate Calculation Is Supported by Bright House's Own Calculations

Bright House relies on Exhibit 7 to its Complaint to show that Tampa Electric's rate calculation for the 2005 rental period, \$17.87, is too high. Bright House contends that, based on its calculations from available information, the maximum rate is \$8.56 and perhaps lower, if the additional information it received from Tampa Electric requires a lower rate. Bright House's allegations with respect to prior years are simply derived from the five-year phase-in percentages of its calculated \$8.56 rate, looking back five years. Thus, for purposes of the Complaint, it is sufficient for all years in question to analyze the propriety of Tampa Electric's 2005 rate calculation, \$17.87, from which Bright House's argued amounts for the other years is derived.

Tampa Electric has already argued above that it is improper practice for Bright House to file a contingent rate complaint, to be later supplemented – or not – depending solely on Bright House's discretion. Tampa Electric's argument is renewed here, but not repeated, in the interest of not burdening the record.

Using Bright House's own Exhibit 7, but substituting the correct average number of attaching entities, Tampa Electric will show that Tampa Electric's calculated rate is within pennies of the amount it has billed Bright House.

(iii) Tampa Electric Has Conclusively Rebutted the Commission's Presumed Average Number of Attaching Entities

The telecommunications rental rate formula is set forth in Appendix E-2 to the *Consolidated Partial Order on Reconsideration*. One of the factors in the formula is "Number of

Attaching Entities,” which is stated in Appendix E-2 to be, “3 (non-urbanized) and 5 (urbanized) (presumed, but rebuttable).” For guidance with respect to the Number of Attaching Entities factor, one must consult Section C.4.b., paragraphs 62-72, of the *Consolidated Partial Order on Reconsideration*.

In paragraph 62 of the *Consolidated Partial Order on Reconsideration*, we are informed that the words “urbanized” and “non-urbanized” as used in Appendix E-2 have reference to areas that have been defined by the U.S. Census Bureau. “Urbanized” areas refer to a central city and closely-settled urban fringe having a population of 50,000 or more. “Non-urbanized” simply means an area that is not within the definition of an urbanized area.

In paragraph 66 of the *Consolidated Partial Order on Reconsideration*, the Commission states: “We will require utility pole owners to calculate an average number of attaching entities by service area.” The requirement is not absolute, however, because the Commission also says that the default averages, *i.e.*, 5 for urbanized and 3 for non-urbanized, can be used if the utility has not developed the actual averages. The Commission cautions, however, that, “If any part of a specific service area, as identified by the utility, is urbanized, then all that service area would be considered urbanized for pole attachment purposes.”

Tampa Electric believes that its entire service territory is “urbanized” for pole attachment purposes. *See* Anguilli Decl. at ¶ 21. Tampa Electric serves four counties in Florida: Hillsborough, Pasco, Pinellas and Polk. According to U.S. Census Bureau data, the population of Hillsborough County is 1,101,261⁵; the population of Pasco County is 407,799⁶; the population of Pinellas County is 928,537⁷; and the population of Polk County is 524,389⁸.

⁵ Hillsborough County QuickFacts from the US Census Bureau , visited March 22, 2006.

⁶ Pasco County QuickFacts from the US Census Bureau , visited March 22, 2006.

⁷ Pinellas County QuickFacts from the US Census Bureau , visited March 22, 2006.

⁸ Polk County QuickFacts from the US Census Bureau , visited March 22, 2006.

Moreover, according to the U.S. Census Bureau data, each county includes an urbanized area. *See* Exh. 24. Hillsborough County (combined by the U.S. Census Bureau with Pinellas County) includes the Tampa-St. Petersburg urbanized area, population 2,062,339. Pasco County includes the Zephyrhills urbanized area, population 53,979. Polk County includes the Winter Haven urbanized area, population 153,924. *Id.*

Accordingly, following the Commission's guidance contained in paragraph 66 of the *Consolidated Partial Order on Reconsideration*, Tampa Electric's entire service territory must be classified as urbanized. The default average number of attaching entities would be 5 in any area where a telecommunications carrier wished to attach, if Tampa Electric did not establish the actual number of attaching entities. However, Tampa Electric *has* established the actual average number of attaching entities.

Tampa Electric has pole data at a granular level. Tampa Electric's data are not based on a survey or representative sampling of poles but instead reflect complete pole-by-pole information that Tampa Electric has gathered and maintained for its entire pole system. As Tampa Electric informed Bright House on March 20, 2006, Tampa Electric maintains data as to the attachments on each of its 305,042 poles. *See* Exh. 23; *see also* Anguilli Decl. at ¶ 24. With reference to the calculations of the rental formulas for 2005, when the total number of poles was 303,837, these data show that the average, system-wide, number of attaching entities was 2.08. *Id.* Tampa Electric includes itself as one of the attaching entities. *See* Anguilli Decl. at ¶ 24. For the 2005 timeframe, there were only 750 poles in Tampa Electric's entire system that actually had as many as 5 attachments, the Commission's default for urbanized areas. *Id.* More than half of the poles in Tampa Electric's entire system, 186,868, had 2 or fewer attachments. *Id.*

Having compiled the actual pole data for its service area, Tampa Electric has rebutted the presumed default number of attaching entities.⁹ Accordingly, it is appropriate to recalculate Bright House's Exhibit 7 telecom formula using not 5 as the number of entities, but 2.08.

**(iv) Recalculation of Bright House's Exhibit 7 Justifies Tampa Electric's
Telecom Rental Rate**

Set forth below is the calculation shown in Bright House's Exhibit 7, showing the effect of using 2.08 as the number of attaching entities, rather than 5. For the sake of this calculation and without conceding the appropriateness of the other numbers used by Bright House, Tampa Electric has used all of the other numbers used by Bright House.

Table 1. 2006 Telecom Rate Calculation Showing the Effect of Using 2.08 Rather than 5 as the Number of Attaching Entities

	Bright House Calculation	Tampa Electric Calculation
Net Investment Per Bare Pole	\$237.73	\$237.73
*Carrying Charges	32.15%	32.15%
*Charge Factor	7.41%	7.41%
= MAXIMUM RATE	\$5.66	\$5.66
	5 Entities	2.08 Entities
Allocation of Pole Space		
Total Pole Space	37.5	37.5
Total Unusable Pole Space	24	24
Total Usable Space	13.5	13.5
Usable Space Occupied	1	1
Unusable Space Allocated to Telecom		
Total Unusable Pole Space	24.00	24.00
*Statutory Apportionment Factor (2/3)	0.67	0.67
=Unusable space to be Allocated	16	16
/ Number of Entities	5	2.08
=Unusable Space	3.20	7.69
Total Space Allocated to Telecom		
Usable Space Allocated to Telecom	1.00	1.00

⁹ Computing the average based on Tampa Electric's service area, rather than on some other basis such as Bright House's service area or Bright House's specific attachments, is consistent with the rest of the Commission's formula and avoids inconsistencies among rates for attaching entities.

+Unusable Space Allocated to Telecom	3.20	7.69
= Total Space Allocated to Telecom	4.20	8.69
Allocation of Annual Carrying Costs		
Space Allocated to Telecom	4.2	8.69
/ Total Pole Space	37.5	37.5
Charge Factor	11.20%	23.17%
Maximum Telecom Rate in 2006		
Net Investment Per Bare Pole	\$237.73	\$237.73
* Carrying Charges	32.15%	32.15%
* Charge Factor	11.20%	23.17%
= Maximum Telecom Rate	\$8.56	\$17.71

Note that using the actual average number of attaching entities, 2.08, instead of the default average, 5, results in a telecom rental rate of \$17.71 that is within 16 cents of the rate that Tampa Electric actually billed Bright House for the 2005 rental period. The 16-cent discrepancy is to be expected because no other factors in Bright House's calculations were changed in this exercise. For example, Bright House's calculation uses the Net Investment Per Bare Pole figure of \$237.73, which Bright House arrived at in its *pro forma* calculation of the maximum cable rate, contained in Bright House's Exhibit 6. However, substituting 303,837 as the number of poles for the estimate of 330,000 poles in Bright House's Exhibit 6, the result is a Net Investment Per Bare Pole of \$258.20. Using this figure in Bright House's Exhibit 7, telecom rate calculations in the above table, the resulting maximum telecom rental rate is \$19.23, which is actually \$1.36 *more* than Tampa Electric actually charged.

The above analysis illustrates the folly of allowing a rate complaint based on hypothetical, *pro forma* or estimated data. Tampa Electric has demonstrated above that the use of the actual data results in a *higher* rate than Tampa Electric has charged. More to the point, however, is the fact that Tampa Electric's calculations in support of its cable and telecom rental rates, which have been supplied to Bright House, fully conform to approved FCC methodology and fully justify the rates billed to Bright House. See Exh. 23.

As noted above, Bright House's complaint regarding the telecom rate charged for years prior to 2005 was based on hypothetical rates derived by applying five-year phase-in percentages to the 2005 telecom rate estimated by Bright House. Thus, the validity of Tampa Electric's 2005 telecom rental rate, demonstrated above, inescapably leads to the conclusion that its rates for prior years are equally just and reasonable. Nonetheless, Tampa Electric's calculations of the cable and telecom rental rates for the prior years are attached hereto. *See* Exh. 23.

In light of the above, Bright House has failed to establish a *prima facie* case that Tampa Electric's telecom rental rate is unjust and unreasonable. Pursuant to Section 1.1409(d) of the Commission's rules, Bright House's complaint as to this issue must be denied.

6. Bright House Must Pay the Telecommunications Rate for All of its Attachments.

Bright House also contends that the Commission must decide whether, and which of, Bright House's particular attachments are providing telecommunications service. (Complaint at ¶¶ 35-38.) This is simply not the case. Common sense and applicable law dictate that in service areas where Bright House telephone service is offered, all attachments are subject to the telecommunications rate regardless of whether a particular home or business actually subscribes to the telephone service.

The law is clear that the telecommunications rental rate applies: (1) "to attachments to poles by any . . . cable operator providing telecommunications service" and (2) "to attachments to poles by any telecommunications carrier" 47 C.F.R. § 1.1409(e)(2). The Commission's regulation simply tracks the relevant federal statutory provisions. With regard to cable companies providing telecommunications services, Section § 224(d) provides that upon the effective date of the telecommunications rate provision of Section 224(e), February 8, 2001, the

cable rate no longer applies to such cable companies; instead, the telecommunications rate applies. 47 U.S.C. § 224(d). This is because Congress planned for precisely the situation Bright House seeks to avoid here – competitively equal regulatory treatment for pole attachments by cable companies moving into the telephony business. The Commission also planned for this situation, requiring by regulation that “Cable operators must notify pole owners *upon offering* telecommunications services.” 47 C.F.R. § 1.1403(e) (emphasis added). With regard to telecommunications carriers, they simply must all pay the telecommunications rate for all of their attachments. 47 U.S.C. § 224(e)(1).

In short, the regulatory backdrop became clear, effective February 8, 2001: the longstanding “cable rental rate” applies to cable companies providing *solely* cable services; where a cable company branches out and *offers* telecommunications services or becomes a telecommunications carrier, it must immediately notify the pole owner and begin to pay the so-called “telecom rental rate” for *all* of its attachments in a service area. Thus, it is the nature of the entity and its service offering – as either a cable company offering telecommunications services or a telecommunications carrier – that is determinative. This conclusion as to the applicability of the telecommunications rental rate is consistent not only with the statutes and regulations above, but with the position of the cable industry and the teaching of the United States Supreme Court that it is the nature of the entity and not the nature of the attachment that matters under Section 224. *See National Cable & Telecommunications Ass’n v. Gulf Power Co.*, 534 U.S. 327 (2002). It is also consistent with the sound public and Commission policy of regulatory parity for competitors providing functionally equivalent services.¹⁰

¹⁰See, e.g., *In the Matters of Appropriate Framework for Broadband Access to the Internet over Wireline Facilities, Report & Order and Notice of Proposed Rulemaking*, CC Docket No. 02-33, 36 Communications Reg. (P&F) 944, 2005 WL 234773 (rel. Sept. 23, 2005) (bringing regulatory parity to provision of DSL and cable modem Internet access services); see also *Implementation of Sections of the Cable Television Consumer Protection and*

Bright House may argue that, despite the plain meaning of the law, the nature of Bright House's service offerings as an entity is not determinative, and that it should only pay the telecommunications rate based upon an attachment-by-attachment determination that a specific attachment is providing telecommunications service. Even assuming for the sake of argument that this is the correct analysis, Bright House must pay the telecommunications rate for its entire network of pole attachments.

Section 224(d)(3) establishes that upon its effective date, Section 224(e)(1) provides the applicable telecommunications rate for "*any pole attachments used by a cable system . . . to provide any telecommunications service.*" 47 U.S.C. § 224(d)(3) (emphasis added.) Similarly, Section 224(e)(1) establishes the telecommunications rental rate "for pole attachments *used by telecommunications carriers to provide telecommunications services.*" *Id.* § 224(e)(1) (emphasis added.) "Telecommunications service" means the "the offering of telecommunications for a fee directly to the public . . . regardless of the facilities used." *Id.* § 153(46). Thus, the relevant statutes require Bright House to pay for "any attachment used" to *provide or offer* telecommunications service. Both in terms of common sense and practical reality, as well as in technological terms, Bright House uses all of its attachments in the relevant areas to provide or offer telecommunications.

Practically speaking, Bright House must deploy a telecommunications network in all areas where it proposes to offer or provide telecommunications services. A wireline telecommunications provider simply does not have the luxury of deploying poles only at its current subscribers' locations. The logical inconsistency with evaluating service type on a pole-

Competition Act of 1992: Rate Regulation, 9 FCC Rcd. 4119, ¶ 24 (1994) ("We also believe that, as the cable and telephone industries converge, it is important to treat them with as much regulatory parity as possible.").

by-pole basis is shown by the fact that Bright House, like every other cable company, pays the cable rental rate for all of its cable attachments to Tampa Electric's poles. Bright House has never contended that it should only pay rent for cable attachments that are immediately adjacent to customers that subscribe to its cable service. Such a contention would lend to an obviously absurd result: In a neighborhood of 300 homes requiring 100 poles to serve all homes, of which 70% are cable subscribers, a percentage allocation would lead to the result that Bright House would pay for only 70 of the 100 poles to which it is attached. Exactly the same kind of absurdity would result if the applicable rate were based on the fraction of poles that are immediately adjacent to its telephone subscribers, changing as customers come and go. The point is that Bright House's network is an integrated unit. Once Bright House began offering telecommunications, its network became a telecommunications network just as it previously became a cable network as soon as Bright House began to offer cable service to its first cable customer.

Assessing the rate on a per-customer rather than network basis would also be inconsistent with the Commission's treatment of non-cable providers of telecommunications. Commission precedent provides that the *offering* of telecommunications, and not the actual activation of a particular customer, triggers the telecommunications rate. The Commission has made clear that the construction of a telecommunications network over cable facilities that provides the attacher the ability to offer such services, even if parts of the network are not used, raises the rental rate for such attachments from the cable rate to the telecommunications rate. For example, an entity that pays *only* the telecommunications rate would be obligated to pay that rate for every attachment in its network, regardless of its number of customers. Bright House has offered no

rationale, law or policy showing why it should be treated differently from other telephone providers under Section 224.

Finally, a pole-by-pole application of the telecommunications rate would be inconsistent with the Commission's analysis of how Section 224 applies to a utility's pole network. Section 224(a)(1) subjects utilities to the pole attachment regulatory regime if their poles are used "in whole or in part" for wire communications. *Id.* § 224(a)(1). The Commission affirmed in the *Local Competition Order* that a utility is not subject to pole attachment requirements if it has refused to permit "any" use of its poles for wire communications. But if the utility has made any use of any pole for wire communications, its entire pole network is subject to the pole attachment regime. *Local Competition Order*, 11 F.C.C.R. 15499, 16079 (1996). Bright House's advertising and regulatory filings irrefutably establish, and Bright House now admits, that at least some of its attachments carry telecommunications traffic. Accordingly, its entire network of attachments is subject to the telecommunications rate.

7. The Commission Should Impose Sanctions Against Bright House for Repeated and Willful Violation of Commission Rules

Bright House is subject to sanctions for willfully violating the Commission's rule requiring notice to Tampa Electric of the use of Bright House's attachments for telecommunications. The Commission's regulations require that "[c]able operators must notify pole owners upon offering telecommunications services." 47 C.F.R. § 1.1403(e). Although Bright House has now admitted its attachments were being used for telecommunications since at least 2001, and Bright House has had tariffs in place offering telecommunications service since late 2001, Bright House never notified Tampa Electric of such activities. *See Anguilli Decl.* at

¶¶ 8, 10. Indeed, until the Florida lawsuit was filed, Bright House did its best to keep Tampa Electric in the dark.

Section 503(b)(1) of the Communications Act of 1934, as amended (the “Communications Act”), provides that any person who is determined by the Commission to have willfully or repeatedly failed to comply with any provision of the Communications Act or any rule, regulation, or order issued by the Commission shall be liable to the United States for a monetary forfeiture penalty. 47 U.S.C. § 503(b)(1). The guidelines for assessing forfeitures under section 503(b) stipulate that a cable company’s violation of pole attachment rules is subject to a forfeiture amount of \$7,500 per violation per day. 47 C.F.R. § 1.80(b)(4). Moreover, the Commission’s rules note that Section 503 forfeitures are subject to an “upward adjustment” in certain circumstances including situations where there has occurred (i) egregious misconduct, (ii) an intentional violation or (iii) a repeated or continuous violation. *Id.* (the Commission and its staff retain the discretion to issue a higher or lower forfeiture than provided in the guidelines). As a cable television operator, Bright House is subject to a maximum \$32,500 forfeiture for each day of an intentional or continuing violation of the pole attachment rules. *Id.* § 1.80(b)(1).

Section 312(f)(1) of the Communications Act defines willful as “the conscious and deliberate commission or omission of [any] act, irrespective of any intent to violate” the law. 47 U.S.C. § 312(f)(1). The legislative history to Section 312(f)(1) of the Act clarifies that the definition of willful applies to both Sections 312 and 503(b) of the Act, H.R. Rep. No. 97-765, 97th Cong., 2d Sess. 51 (1982), and the Commission has so interpreted the term in the Section 503(b) context. *See Nextar Broadcasting, Inc.*, 20 F.C.C.R. 18160, at *6 (2005). The word “repeated” means that the act was committed or omitted more than once, or lasts more than one

day. *Id.* In *Nextar Broadcasting* the FCC raised the forfeiture amount imposed upon a cable company from \$7,500 to \$20,000 for each violation based on the “willful” and “repeated” nature of the violation. *Id.* at *8.

Bright House’s false statements to Tampa Electric and the length of time that has elapsed since Bright House first began to violate Rule 1.1403 indicate that Bright House’s violation has been both willful and repeated. Tampa Electric therefore requests that the Commission order Bright House to come into immediate compliance with the Communications Act and pole attachment rules and also impose sanctions, including fines of up to \$32,500 as the Commission finds appropriate for each day of Bright House’s deliberate, repeated, and willful violation of the Commission’s pole attachment rules.

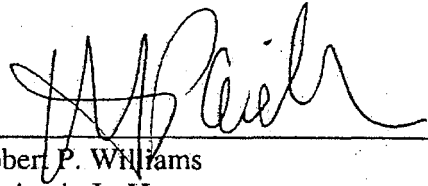
III. Conclusion

For the foregoing reasons, Tampa Electric respectfully requests as follows:

1. The Bright House’s complaint be denied.
2. That if Bright House attempts to modify or supplement its complaint with new arguments or evidence, such arguments and evidence either be stricken or Tampa Electric be given a reasonable opportunity to respond.
3. That the Commission impose such sanctions as it finds appropriate against Bright House for its willful and repeated violations of Rule 1.1403.

Respectfully submitted this 29th day of March, 2006.

TROUTMAN SANDERS LLP

A handwritten signature in black ink, appearing to read "R. Williams", is written over a horizontal line.

Robert P. Williams
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CERTIFICATE OF SERVICE

I, Robert P. Williams, hereby certify that a copy of the foregoing "Tampa Electric Company's Response to Pole Attachment Complaint of Bright House Networks, LLC" has been served upon the persons listed below by first class mail, this 29th day of March, 2006, postage prepaid or by hand delivery (*).

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555 Thirteenth Street, NW
Washington, DC 20004

Office of General Counsel
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426



Robert P. Williams

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of

BRIGHT HOUSE NETWORKS, LLC,

Complainant.

v.

TAMPA ELECTRIC COMPANY,

Respondent,

File No. EB-06-MD-003

DECLARATION OF KRISTINA ANGUILLI

1. My name is Kristina Anguilli. I am the Manager, Energy Delivery Construction Services for Tampa Electric Company. My business address is 2200 East Sligh Avenue, Tampa, Florida 33610. I am over 18 years of age and have personal knowledge of all matters set forth herein.
2. As Manager, Energy Delivery Construction Services, I am responsible for negotiating and administering pole attachment agreements between Tampa Electric and attaching parties.
3. Tampa Electric has in place several pole attachment agreements with Bright House Networks, LLC, as successor to Time Warner Cable and various other entities. Those agreements all apply by their terms only to the use of attachments for cable television service.
4. Because many of those agreements are quite old – some dating to the 1960's – they are not uniform, do not reflect changes in applicable law that have occurred in recent years, and are not consistent with Tampa Electric's current standard terms and conditions for pole attachments.

5. On February 18, 2003, when Bright House became a party to those agreements, Bright House and Tampa Electric entered into an agreement to combine all of the old agreements into a single, new agreement. This February 18, 2003 agreement specifically committed Bright House "to immediately begin negotiations in good faith with Tampa Electric to establish a new agreement governing all Bright House attachments within Tampa Electric Company's service territory by June 1, 2004."
6. At the time of the February 18, 2003 agreement, neither Bright House nor its predecessors had ever notified Tampa Electric of any telecommunications use of any of Bright House's attachments. The agreements themselves did not provide for any such use.
7. In the February 18, 2003 agreement, Bright House specifically stated as follows:

BrightHouse, LLC understands that the Agreement does not authorize attachments for telecommunications purposes, and represents and warrants that the attachments shall not and until such time as it has entered into a new agreement with Tampa Electric, consistent with Tampa Electric's standard terms for such attachments, use the attachments for delivery of telecommunications services.
8. In addition to this formal confirmation that Bright House's attachments were not being used for telecommunications, I also received oral and emailed assurances at various times between 1998 and 2004 from Stan McGinnis and Barry Beaty, my primary contacts at Bright House, to the same effect.
9. Bright House did not comply with its February 18, 2003 promise to negotiate a new agreement. After hearing nothing for many months, I emailed Stan McGinnis and sent him an electronic version of Tampa Electric's standard agreement. Neither he nor anyone else at Bright House ever responded regarding the standard agreement, nor did they furnish any proposal of their own.

10. At no time did Bright House ever notify Tampa Electric that Bright House's attachments were being used for telecommunications.
11. I have read paragraph 12 of the Declaration of Eugene White in which he states that Bright House made Tampa Electric aware of a "fiber optic capacity arrangement that BHN has with a commercial customer" in 1998. I have investigated this claim and, if Mr. White is referring to any arrangement involving Bright House's attachments on Tampa Electric's poles, then I am convinced Mr. White is incorrect. Not only do we have no record or recollection of any such communication, but we were explicitly told by Mr. White in 2003, Mr. McGinnis in 2003 and 2004, and Mr. Barry Beaty in 1998 that there was no telecommunications use of their attachments. If Bright House had ever told us its attachments were being used for telecommunications, we would have billed them at the telecommunications rate. I discussed that point with Messrs. McGinnis and Beaty and they were well aware of their obligation to notify us of any telecommunications use.
12. Tampa Electric has charged other attaching parties the telecommunications rates that are the subject of Bright House's complaint. Since 2001, those rates have been public and available for review. At no time had Bright House ever challenged any of these rates. In fact, I do not recall Bright House ever asking to review them.
13. In late 2004 or early 2005 I began to notice advertising by Bright House for a "Digital Phone" service. All of the advertising I saw referred to the service explicitly as "telephone service".
14. After a review of Bright House's advertisements and website, I concluded that Digital Phone certainly looked like telephone service. In fact, Bright House was clearly going to a lot of trouble to emphasize that Digital Phone was indistinguishable from any other telephone

service. I was then asked to investigate whether or not Bright House's Digital Phone service meant Bright House should be paying the telecommunications rate for pole attachments. After looking into Bright House's advertising, customer contracts, filings with the Florida Public Service Commission and Federal Communications Commission, it was obvious Bright House had positioned its service as telecommunications in every conceivable way, except when it came to the pole attachment rate. We concluded that Bright House should be paying the telecommunications rate.

15. Based on its advertising and what we have been able to learn locally, Bright House is offering its telecommunications services to every home passed by Bright House's network in the Tampa Electric service territory.
16. Relationships with other Tampa-area businesses are important to Tampa Electric. We generally enjoy good relationships with the cable and telecommunications companies who attach to our poles, including, we thought, Bright House. It was disturbing to me and to our senior management that Bright House would not have told us about its activities. Accordingly, we decided to give Bright House an opportunity to explain its position in person. Our Vice President, Energy Delivery, Mr. Tom Hernandez, scheduled a meeting with Bright House's president, Dick Rose, on November 21, 2005.
17. At the meeting, Mr. Hernandez delivered a letter outlining Tampa Electric's findings and a bill for past-due fees at the telecommunications rate. In a follow-up letter dated December 8, 2005, Mr. Rose stated that Bright House did not have to pay the telecommunications rate.
18. At about the same time we received Mr. Rose's letter, I learned that our Tampa Electric internal telecommunications department were in discussions regarding a proposal by Time

Warner Telecom to furnish telecommunications service to Tampa Electric. When our personnel inquired about Time Warner's network, they were told that Time Warner was using fiber on Tampa Electric's own poles. This came as quite a surprise.

19. Time Warner Telecom does not have a pole attachment agreement with Tampa Electric. We determined through a field investigation that Time Warner was using Bright House's pole attachments through overlanding and possibly also through interconnection with Bright House's cable lines.
20. In the course of investigation Time Warner Telecom's facilities, we also determined that Bright House was interconnecting its cable facilities to one or more telecommunications carriers, including Verizon. As a result of those interconnections, Bright House's cable facilities are carrying the telecommunications traffic of those telecommunications carriers.
21. Following the Commission's official guidance, Tampa Electric's entire service territory must be classified as urbanized. The default average number of attaching entities would be 5 in any area where a telecommunications carrier wished to attach, if Tampa Electric did not establish the actual number of attaching entities. Tampa Electric, however, has established the actual average number of attaching entities and therefore is entitled to rebut the Commission's presumptive average.
22. Tampa Electric has pole data at a granular level and maintains an extensive database that provides information as to all of the attachments on each of our poles. Our data are not based on a survey or representative sampling of poles, but instead reflect complete pole-by-pole inspection information that we have gathered and maintained for our entire pole system. Our distribution pole count comes from our property records and I maintain a record of each and

every pole location along with its corresponding GPS coordinate, grid number, asset tag number and pole size, height and type.

23. We did a 100% pole count in 2001. We have since been tracking new additional pole installations and adjust our pole counts each year when establishing the formula components. We have also been tracking new attachment counts as we process new requests to attach. The average number of attaching entities is our system wide average. Below is the breakdown by pole counts for 2005:

Poles with only one attachment (Tampa Electric only) $100,299 \times 1 = 100,299$

Poles with two attachments (Tampa Electric + 1) $86,569 \times 2 = 173,138$

Poles with three attachments (Tampa Electric + 2) $108,889 \times 3 = 326,667$

Poles with four attachments (Tampa Electric + 3) $7,331 \times 4 = 29,324$

Poles with five attachments (Tampa Electric + 4) $750 \times 5 = 3,750$

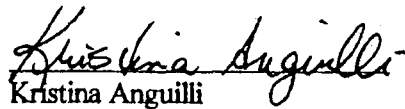
Totals: 303,837 poles, 633,178 attachments

Weighted Average = $633,178 / 303,837 = 2.083939$

24. Thus, with reference to the calculations of the rental formulas for 2005 when the total number of poles was 303,837, our calculations show that the average, system-wide number of attaching entities was 2.08. We include ourselves as one of the attaching entities. Governmental attachments are included as well. All data required for each component of the formula comes from Tampa Electric's FERC Form 1, which is a public record. We believe we have followed the FCC rules regarding individual components in the formula.

25. In connection with Bright House's February 17, 2006 letter requesting a breakdown of amounts booked to Account 364 for crossarms and other appurtenances, we determined that such data is not available. In Florida, pursuant to the Florida Administrative Code, Section 25-6.0142, utilities maintain their accounts according to "retirement units." For poles and pole-related expenses, Tampa Electric has only three retirement units: 1. poles and fixtures; 2. foundations and pilings; and 3. pole reinforcing. Virtually no distribution poles are built with foundations or pilings. Pole reinforcing includes measures that are taken to extend the life of a pole that would otherwise have to be replaced. In short, there is no breakout of the crossarms and other items that are booked to FERC Account 364. We considered whether this information could be derived from other sources, but concluded that there simply is no source from which complete and correct information could be derived.

I declare under penalty of perjury that the statements contained in this declaration are true and correct.


Kristina Anguilli

Date: 3-29-06

EXHIBIT 1



TAMPA ELECTRIC

February 18, 2003

Bright House, LLC.
Attn: Gene White VP Engineering
2600 McCormick Dr., Suite 255
Clearwater, Florida 33579

RE: MOFFAT COMMUNICATIONS/SHAW ASSIGNMENT

Dear Mr. White

Tampa Electric agrees to transfer the attachment rights of Moffat Communications/Shaw for CATV attachments to BrightHouse, LLC under its Hillsborough County agreement, previously Paragon Cable, provided that Bright House makes the following representations and covenants in favor of Tampa Electric:

1. Within 30 days of signing this letter, BrightHouse, LLC will supply a copy of the transfer of franchise for the above attachments from the governing body able to grant such authority, such as Pasco County and the City of Dade City. This document will verify that BrightHouse, LLC has met all County and City requirements to maintain and operate a CATV system in the territories covered by the Moffat Communications/Shaw agreement.
2. BrightHouse, LLC represents and warrants that it has and shall maintain all necessary and appropriate power, authorization, skill and financial wherewithal to meet all of Moffat Communication's/Shaw's obligations under the Agreement.
3. BrightHouse, LLC understands that the Agreement does not authorize attachments for telecommunications purposes, and represents and warrants that the attachments shall not and until such time as it has entered into a new agreement with Tampa Electric, consistent with Tampa Electric's standard terms for such attachments, use the attachments for delivery of telecommunications services.
4. BrightHouse, LLC agrees to immediately begin negotiations in good faith with Tampa Electric to establish a new agreement governing all BrightHouse attachments within Tampa Electric Company's service territory by June 1, 2004.

Post-it® Fax Note 7671		Date 8-9-03	Pages 2
To Bob Williams	From Kris Angell		
Co/Dept.	Co.		
Phone #	Phone # 813-275-3022		
Fax # 404-962-6721	Fax #		

5. BrightHouse, LLC represents that it is presently a member of the National Joint Use Notification System, and shall maintain membership in good standing during the life of the Agreement and shall use this system for all notices under the Agreement.
6. BrightHouse, LLC shall provide Tampa Electric with the certificate described in Article X of the old Paragon agreement within thirty days of the signing of this letter.

By signing and returning this letter, and in consideration of the foregoing representations, warranties and covenants, Tampa Electric Company hereby consents to the transfer of attachment rights by Moffat Communications/Shaw to Bright House, LLC under the Bright House, LLC agreement governing Hillsborough County and BrightHouse hereby consents to the representations and covenants herein.

Kristina Angiulli
Kristina Angiulli, Joint Use Administrator
Tampa Electric Company

2/18/04
Date

Eugene M White
Gene White, VP Engineering
BrightHouse, LLC

2/19/04
Date

EXHIBIT 2

TAMPA ELECTRIC

THOMAS L. HERNANDEZ
VICE PRESIDENT-
ENERGY DELIVERY

November 21, 2005

VIA: Hand Delivery

Mr. Dick Rose
Vice President - Finance
Bright House Networks Information Services, LLC
700 Carillon Parkway, Suite #1
St. Petersburg, Florida 33716

Re: New Pole Attachment Agreement and Bright House's Telecommunication Service

Dear Mr. Rose:

I am writing to request the negotiation of a new pole attachment agreement between our two companies as was committed by Gene White, Vice President Engineering, Bright House, in a letter dated and signed by Mr. White on February 19, 2004. In that letter, Mr. White agreed to negotiate a new pole attachment agreement that would consolidate the ten contracts we currently have dating back to August 4, 1965, and to do so by June 1, 2004. We are well beyond this commitment and would like your assurance that this will now be addressed. I am also requesting the immediate payment of all pole attachment rental fees that Bright House has incurred, but failed to disclose, by virtue of its use of attachments to Tampa Electric Company's poles for telecommunications service. As you know, Bright House is required to pay a higher rate for telecommunications attachments than it does for CATV attachments. Bright House previously warranted to Tampa Electric that it would not use its pole attachments for telecommunications without entering into a new agreement for such use. However, it has come to our attention that Bright House is providing telecommunication service in Tampa Electric's service territory and has been doing so since 2001. Specifically, we have learned that:

- Bright House's Digital Phone service is explicitly advertised as "residential telephone service".
- Bright House's advertising and other communications with its customers refer to Bright House as a telecommunications provider and to Bright House's service as a telecommunications service.
- Bright House has certified to the FCC that it is providing telecommunications services in Florida.

TAMPA ELECTRIC COMPANY
P.O. BOX 111 TAMPA, FL 33601-0111
813-228-4495 FAX 813-228-4290
TLHERNANDEZ@TECOENERGY.COM

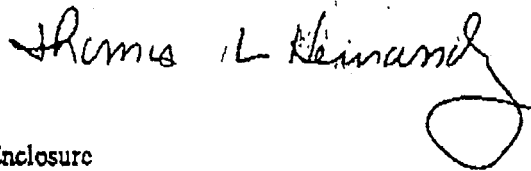
Page Two
Mr. Dick Rose
Vice President - Finance
Bright House Networks Information Services, LLC

- Bright House assesses the Universal Service Charge on its customer invoices, a charge applicable only to telecommunications service.
- Bright House is and has been a certificated telecommunications provider with the Florida PSC since 2001, certification #8015.
- Bright House's Digital Phone service is routed to Public Switched Telephone Network.

In short, Bright House is holding itself out to the public and acting in every way as a provider of telecommunications service. Bright House is believed to have numerous telephone subscribers in the areas serviced by Tampa Electric, yet Bright House has not reported or paid for any attachments at the telecommunications rate. In fact, Bright House has attempted to avoid such payments by denying to Tampa Electric that it has any telecommunications attachments whatsoever. This failure to comply with your legal obligations, and the resulting loss of revenue to Tampa Electric, is of great concern to Tampa Electric. We look forward to discussing a quick resolution of this situation if Bright House is serious about trying to resolve it. If not, we intend to vigorously pursue all available remedies.

We look forward to our discussions and your response in a timely manner to the establishment of a new pole attachment agreement and receiving payment for the telecommunications services outline in the attached invoice.

Sincerely,



Enclosure

c: Kevin Hyman



Invoice

Date	Invoice #
11/21/2005	20054363

Bill To
Time Warner Communications Attn: Barry Beatty 2728 S. Falkenburg Rd. Riverview, FL 33569

Tampa Electric Company

P.O. Box 111
c/o E.D. Billing (Plaza 2)
Tampa, FL 33601

TO ENSURE PROMPT CREDIT PLEASE RETURN ENTIRE BILL WITH YOUR PAYMENT - MAKE CHECK PAYABLE TO TAMPA ELECTRIC.



Terms	Due Date
Net 30	12/21/2005

Description	Amount
Corrected Invoice July 1, 2005 to December 31, 2005 Billed Amount: \$478,596.07 Adjusted Pole Rental for January 1, 2005 through December 31, 2005 Rate Adjustment: (Actual Rate \$17.87 - Billed Rate \$5.63) x 160,867 Attachments	1,969,012.08
Corrected Invoice January 1, 2004 to December 31, 2004 Billed Amount: \$852,387.75 Adjusted Pole Rental for January 1, 2004 through December 31, 2004 Rate Adjustment: (Actual Rate \$16.88 - Billed Rate \$5.31) x 160,525 Attachments	1,857,274.25
Corrected Invoice January 1, 2003 to December 31, 2003 Billed Amount: \$891,828.00 Adjusted Pole Rental for January 1, 2003 through December 31, 2003 Rate Adjustment: (Actual Rate \$14.43 - Billed Rate \$5.60) x 159,255 Attachments	1,406,221.65
We appreciate your prompt payment.	Total
For inquiries call your Tampa Electric Representative at (813) 228-4111.	Payments/Credits
Paying construction costs with VISA or MASTERCARD is easy with Speedpay. Log on to tampaelectric.com , choose BUSINESS to access NEW CONSTRUCTION, or call Speedpay toll-free, 1-866-215-2705. Speedpay automatically adds a service fee of 2.8% of your total construction costs when you make your payment.	Balance Due

EXHIBIT 3

**bright
house**



December 8, 2005

Via Certified United States Mail. Return-Receipt Requested

Mr. Thomas Hernandez
Vice President—Energy Delivery
Tampa Electric Company
P.O. Box 111
Tampa, FL 33601-0111

Re: Consolidated Pole Attachment Agreement and Rental Fees

Dear Mr. Hernandez

I am writing in response to your November 21, 2005 letter regarding the negotiation of a consolidated pole attachment agreement and the payment of certain invoices for "telecommunications" attachments on Tampa Electric's ("TECO") poles. We agree that it makes sense to begin negotiating a consolidated pole attachment agreement to replace the 10 existing agreements. To that end, please forward to me TECO's current pole attachment agreement, and any other necessary information, so that we can review and comment. We will contact you about establishing a schedule to undertake and complete negotiations promptly.

With respect to the invoice attached to your letter, however, Bright House Networks ("BHN") is under no obligation to pay the "telecommunications rate" for any of its attachments on TECO poles. Contrary your claim that BHN uses its attachments to offer "telecommunications services," BHN's Digital Phone service utilizes Voice over Internet Protocol ("VoIP") technology over a proprietary network. The Federal Communications Commission ("FCC") is currently considering the proper regulatory classification of all VoIP services, including cable voice services like BHN's Digital Phone, and has never classified VoIP as a "telecommunications services." In fact, another cable system operator is currently challenging a power company at the FCC for its

unreasonable attempt to charge the telecommunications rate for VoIP attachments.¹

Moreover, BHN only began its Digital Phone offering in 2004, not 2001, as TECO claims. In addition, while an affiliate of BHN in the past has been certified as a CLEC in Florida, that certification is irrelevant for pole attachment rate purposes.

In sum, unless and until cable VoIP is classified as a "telecommunications service" for pole rate purposes, BHN is not required to pay the telecommunications rate for its pole attachments. I would therefore submit that we discuss the issue of the increased telecom rate after the FCC resolves the regulatory classification of VoIP.

Feel free to contact me if you would like to discuss this matter further. We look forward to working with you on the consolidation of the existing pole attachment agreements.

Sincerely,



Dick Rose
Vice President, Finance

cc: Kevin Hyman

¹ See *Charter Communications Inc. v. Union Electric Co., d/b/a/ AmerenUE*, Complaint, File No. EB-____, (filed in the Market Disputes Resolution Division, Nov. 30, 2005) ("AmerenUE may not require Charter to pay a telecommunications rate on any attachments used to provide VoIP.").

EXHIBIT 4

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA

TAMPA ELECTRIC COMPANY,)
a Florida corporation,)

Plaintiff,)

v.)

BRIGHT HOUSE NETWORKS,)
LLC,)

Defendant.)
_____)

Case No. 06 00819

DIVISION B

RECEIVED AND FILED

JAN 30 2006

CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY, FL

COMPLAINT

Tampa Electric Company, a Florida corporation ("Tampa Electric") files this Complaint against Bright House Networks, LLC ("Bright House"), and alleges as follows:

Parties

1. Plaintiff Tampa Electric is a Florida corporation with its principal place of business in Florida. Tampa Electric is an electric power company serving Tampa, Florida and the surrounding area. Tampa Electric maintains utility poles within its service territory, including in the Tampa area. Communications lines can be attached to these poles in order to provide telecommunications services and cable television services to businesses and residents within the Tampa Electric service territory.

2. Upon information and belief, Defendant Bright House is a Delaware corporation with its principal place of business located in Florida. Bright House may be served with process through its registered agent, C T Corporation System, 1200 South Pine Island Road, Plantation, Florida 33324. Bright House provides telecommunication services and cable television services to subscribers in Tampa, Florida, and otherwise conducts business in Hillsborough County, Florida.

Jurisdiction and Venue

3. This is an action for damages in excess of Fifteen Thousand and no/100 dollars (\$15,000). This Court also has subject matter jurisdiction pursuant to the Florida Constitution, Art. 5, § 5.

4. This Court has personal jurisdiction over Bright House pursuant to Fla. Stat. § 48.193(1). Bright House operates and conducts business in the State of Florida and, as alleged below, breached a contract in this state by failing to perform acts required by the contract to be performed in this state.

5. Venue is proper in this Court pursuant to Fla. Stat. § 47.011. Bright House maintains one or more agents and representatives in Hillsborough County, Florida. Also, as alleged below, Bright House breached its contract with Tampa Electric in Hillsborough County, Florida.

Statement of Facts

6. Bright House owns or operates communications lines that are used by Bright House and others to provide two distinct services that are relevant to this lawsuit to subscribers in the Tampa, Florida area: (1) cable television services and (2) telecommunications (i.e., telephone) services.

7. Many of these communications lines are attached to utility poles that are owned and operated by Tampa Electric. In exchange for the use of Tampa Electric's utility poles, Bright House pays "pole attachment rental fees" to Tampa Electric.

8. The amount of pole attachment rental fees that Bright House must pay to Tampa Electric depends upon whether the communications lines are being used for cable television service or telecommunications service. The pole attachment rental fee for cable television service is currently \$5.63 per attachment per year, and the pole attachment rental fee for telecommunications service is currently \$17.67 per attachment per year.

9. Since the 1960's, Tampa Electric and Bright House and/or Bright House's predecessors have entered into a series of "pole attachment agreements" under which Tampa Electric allowed Bright House and/or its predecessors to attach communications lines attached to Tampa Electric's poles for the purpose of delivering cable television service. (See Pole Attachment Agreements dated Aug. 4,

1965, Sept. 30, 1969, Oct. 21, 1970, Nov. 25, 1970, Jan. 8, 1974, Aug. 1, 1974, Nov. 1979, Feb. 27, 1980, July 30, 1980, Jan. 23, 1981, Sept. 1, 1982, Sept. 27, 1982, and May 10, 1983, which are incorporated herein and copies of which are collectively attached hereto as Ex. A.)

10. Bright House's pole attachment agreements with Tampa Electric have always contemplated the use of Bright House's attachments only for delivery of cable television services, and have never contemplated delivery of telecommunications services. (See id.) Consequently, Tampa Electric has charged Bright House only the lower cable television services rental fee.

11. Bright House has represented orally and in writing to Tampa Electric on multiple occasions that Bright House's attachments are not used for delivery of telecommunications service. For instance, in a February 18, 2003 letter to Tampa Electric concerning pole usage, (which is incorporated herein and a copy of which is attached hereto as Exhibit B), Bright House expressly represented and warranted that, until the parties explicitly contracted to do so, Bright House's attachments would not be used for the delivery of telecommunications services.

12. Upon information and belief, notwithstanding its promises, agreements, representations and warranties, Bright House's attachments have in fact been used to provide telecommunications services for many years. Bright House has never notified Tampa Electric of this usage, and has in fact denied such usage.

Bright House has never paid Tampa Electric the appropriate telecommunications services fee for this usage. Instead, Bright House has always paid Tampa Electric only the lower cable television services fee.

13. For instance, upon information and belief, Bright House's attachments have been used to carry telecommunications services provided both by Bright House to its customers and by Bright House's affiliate, Time Warner Telecom ("Time Warner"), to its customers.

14. Additionally, or alternatively, and upon information and belief, Bright House's attachments have been used by Time Warner and Bright House to furnish telecommunications services to or on behalf of each other.

15. Time Warner does not have a pole attachment agreement with Tampa Electric. Nevertheless, based on information and belief, Time Warner has been using Bright House's attachments for delivery of telecommunications service with Bright House's knowledge and consent. Bright House has never disclosed to Tampa Electric that Bright House's attachments were being used for delivery of telecommunications service by Time Warner. Based on information and belief, Bright House withheld this information, and in fact denied any use of the attachments for telecommunications, in order to induce Tampa Electric to continue to charge Bright House only the lower cable television rental fee.

16. Ironically, although Bright House has repeatedly denied that its pole attachments are ever used for telecommunications, Time Warner's use of Bright House's attachments came to light when Time Warner proposed to provide telecommunications services to Tampa Electric and, in connection with that proposal, represented to Tampa Electric that it provides telecommunications services to customers throughout the Tampa area over a network that utilizes Bright House attachments on Tampa Electric's poles.

17. In addition to the foregoing, there are several other indications that Bright House and Time Warner use Bright House's attachments to deliver telecommunications services, including but not limited to the following:

- a. Bright House is marketing itself to customers as a "residential telephone service provider";
- b. Bright House's telecommunications services are branded and advertised to the public as "Digital Phone," and described as a "residential phone service" that is "as simple and easy to use as [a customer's] existing phone service";
- c. Bright House charges customers who use its "Digital Phone" service a "Federal Universal Service Fund Contribution", which is applicable only to telecommunications services;

- d. The phone bills that Bright House sends to its "Digital Phone" customers also include a contribution to the "Telecommunications Relay Service Fund," which exists solely to assist people with hearing and speech impairments to communicate with telecommunications services providers;
- e. "Digital Phone" customer service agreements on Bright House's website, <http://tampabay.mybrighthouse.com>, explicitly refer to Bright House's "Digital Phone" service as "telephone" service;
- f. Bright House's "Digital Phone" service operates through the "Public Switched Telephone Network," a concentration of the world's public circuit-switched telephone networks;
- g. Bright House and Time Warner certified to the Federal Communications Commission and Florida Public Service Commission that they are providing telecommunications services in Florida;
- h. Bright House and Time Warner have applied for and received one or more certificates from the Florida Public Service Commission to provide telecommunications services in Florida;
- i. In various field installations, Bright House has adopted the practice of labeling certain items of equipment with a telephone symbol, which on information and belief is done to enable Bright House personnel to

distinguish it from Bright House's cable television equipment, which is labeled as such;

- j. Based on information and belief, Bright House's predecessor, Time Warner Cable, entered into a July 1, 1998 "Capacity License Agreement" with Time Warner Telecom, which provided that Time Warner Telecom would use Time Warner Cable's fiber optic communications lines in the Tampa area for delivery of telecommunications service. Based on information and belief, Bright House is a party to that or a similar agreement and the fiber optic communications lines referenced therein are located, in whole or in part, on Tampa Electric's poles; and
- k. Bright House and Time Warner have each filed tariffs with the Florida Public Service Commission describing their respective telecommunications services.

18. In the February 18, 2003 letter to Tampa Electric, Bright House also agreed to immediately begin good faith negotiations to establish a new agreement governing all of Bright House's pole attachments within Tampa Electric's service territory no later than June 1, 2004. The February 18, 2003 letter stated that the new agreement would provide for use of Bright House's attachments for telecommunications, consistent with Tampa Electric's standard terms.

19. Although Tampa Electric attempted to engage Bright House in such negotiations and provided Bright House with Tampa Electric's standard terms (which are incorporated herein and a copy of which is attached as Exhibit C), Bright House failed to execute Tampa Electric's standard terms or to negotiate an alternative agreement.

20. Bright House's failure to pay Tampa Electric the telecommunications services rental fee for its attachments has resulted in a significant loss of revenue to Tampa Electric.

21. All conditions precedent to maintenance of this action have occurred or have been performed.

Count I – Breach of Contract

22. Tampa Electric incorporates by reference the allegations of paragraphs 1-21 as if set forth fully herein.

23. Tampa Electric and Bright House, or Bright House's predecessors, entered into valid written agreements as shown in Exhibits A and B, under which Bright House agreed, inter alia:

- a. that its attachments to Tampa Electric's utility poles would not be used for delivery of telecommunications services;
 - b. that its attachments would be used for cable television service only;
- and

- c. to immediately begin good faith negotiations to establish a new agreement governing all of Bright House's pole attachments within Tampa Electric's service territory by June 1, 2004, pending which no telecommunications use would be made of any facilities attached to Tampa Electric's poles. (Ex. B.)

24. Bright House committed material breaches of these contracts by, inter alia:

- a. using or allowing use of its attachments for delivery of telecommunications services;
- b. failing to pay the higher telecommunications service rental fee while using, or allowing use of, its attachments for delivery of telecommunications service and instead paying Tampa Electric the lower cable television services rental fee; and
- c. failing to engage in good faith negotiations to establish a new agreement governing all of Bright House's pole attachments within Tampa Electric's service territory by June 1, 2004.

25. Tampa Electric has been damaged by Bright House's material breaches of the contracts shown in Exhibits A and B. This is so because telecommunications services have been delivered using Bright House's attachments while Bright House paid only the cable television services rental fee, instead of the

higher telecommunications services rental fee that Tampa Electric was entitled to receive from Bright House. Tampa Electric has thus been deprived of and damaged in the amount of the revenue that it would have received if Bright House had paid it the higher telecommunications services rental fee, as Bright House was required to do.

WHEREFORE, Tampa Electric demands judgment against Bright House for actual damages, consequential damages, pre-judgment interest, post-judgment interest, costs, and such other relief as the Court determines is just and proper.

Count II – Breach of Implied-In-Fact Contract

26. Tampa Electric incorporates by reference the allegations of paragraphs 1-21 as if set forth fully herein.

27. In the alternative, an implied contract exists between Tampa Electric and Bright House that requires Bright House to pay Tampa Electric the telecommunications rate in exchange for using, or allowing the use of, Bright House's attachments to Tampa Electric's poles for telecommunications purposes.

28. The pole attachment agreements shown in Exhibit A did not contemplate any delivery of telecommunications services through Bright House's attachments. (See Ex. A.) Instead, these agreements provided only that Bright House and its predecessors could use the attachments to deliver cable television services. (Id.)

29. Under the February 18, 2003 letter, attached as Exhibit B, Bright House agreed not to use its attachments to deliver telecommunications services until it entered into a new agreement with Tampa Electric providing for same. Bright House agreed to immediately begin negotiations to establish a new agreement with Tampa Electric governing all of Bright House's pole attachments within Tampa Electric's service territory. (Ex. B.) The February 18, 2003 contract also specifically stated that the new agreement would provide for use of Bright House's attachments for telecommunications services, consistent with Tampa Electric's standard terms. (See Ex. B.)

30. Notwithstanding the foregoing February 18, 2003 letter, Bright House used its attachments, or allowed its attachments to be used, to deliver telecommunications services.

31. Because Bright House obviously knew that use of its attachments to Tampa Electric's utility poles to deliver telecommunications services would require entry into a new agreement that would be consistent with Tampa Electric's standard terms for attachments of this type, and because Bright House proceeded nevertheless to use its attachments, or allowed its attachments to be used, to deliver telecommunications services, an implied-in-fact contract was created that requires Bright House to pay Tampa Electric the telecommunications services rental fee in exchange for using, or allowing use of, Bright House's attachments for delivery of

telecommunications services. A tacit agreement or commitment by Bright House to pay Tampa Electric the higher pole attachment fee commensurate with telecommunications services attachments can be inferred from the foregoing circumstances, and from Bright House's conduct and the parties' relationship. Also, as expressly stated in the February 18, 2003 letter, the terms of this implied-in-fact contract are consistent with Tampa Electric's standard terms; accordingly, the terms of the implied-in-fact contract include Tampa Electric's standard terms as set forth in Exhibit C.

32. Bright House breached this implied-in-fact contract by failing to pay Tampa Electric the appropriate telecommunications services rental fee, and by instead paying the lower cable television services rental fee.

33. Tampa Electric has been damaged by Bright House's material breach of this implied-in-fact contract. This is so because Bright House's attachments have been used for telecommunications services while Bright House only paid the cable television services rental fee, instead of the higher telecommunications services rental fee that Tampa Electric was entitled to receive from Bright House. Tampa Electric has thus been deprived of and damaged in the amount of the revenue that it would have received if Bright House had paid it the higher telecommunications services rental fee, as Bright House was required to do.

34. Tampa Electric has also been damaged because it has been forced to pay attorney's fees to redress the breach of this implied-in-fact contract. Tampa Electric's standard terms, which establish the terms of the implied-in-fact contract, include provisions requiring Bright House to pay Tampa Electric any attorney fees incurred in redressing Bright House's failure to act in accordance with the terms of the contract. (Ex. C.)

35. Tampa Electric has retained counsel to represent it in connection with this matter and has agreed to pay counsel a reasonable fee.

WHEREFORE, Tampa Electric demands judgment against Bright House for actual damages, consequential damages, pre-judgment interest, post-judgment interest, costs, attorney's fees, and such other relief as the Court determines is just and proper.

Count III – Unjust Enrichment

36. Tampa Electric incorporates by reference the allegations of paragraphs 1-21 as if set forth fully herein.

37. Tampa Electric conferred upon Bright House, and Bright House received, a benefit when Bright House used, or allowed the use of, its attachments to Tampa Electric's poles to deliver telecommunications service.

38. Bright House appreciated this benefit: Bright House was able to use, or allow the use of, its attachments to deliver telecommunications service for a

much lower pole attachment rental fee than Bright House should have paid. Specifically, Bright House should have paid Tampa Electric—and has benefited by not paying—the telecommunications service rental fee.

39. Bright House has accepted and retained this benefit under circumstances that make it inequitable for Bright House to do so without paying Tampa Electric the difference between the cable television service rental fees that it paid to Tampa Electric and the telecommunications service rental fees that it should have paid. Specifically, it is inequitable for Bright House to have been able to use, or allow the use of, its attachments for delivery of telecommunications service while paying Tampa Electric the lower, inappropriate cable television service rental fees. Bright House should not be allowed to retain the difference between the cable television service rental fees that it paid to Tampa Electric, and the telecommunications service rental fees that it should have paid to Tampa Electric.

40. Bright House has thus been unjustly enriched in the forgoing amount, and should be required to pay Tampa Electric this amount.

WHEREFORE, Tampa Electric demands judgment against Bright House for actual damages, consequential damages, pre-judgment interest, post-judgment interest, costs, and such other relief as the Court determines is just and proper.

Count IV – Breach of the Implied Covenant of Good Faith and Fair Dealing

41. Tampa Electric incorporates by reference the allegations of paragraphs 1-21 and 23-24 as if set forth fully herein.

42. The contracts between Tampa Electric and Bright House shown in Exhibits A, B and C contained an implied covenant that each party would deal with the other party fairly and would perform the contracts in good faith.

43. Bright House's good faith cooperation with the terms of such contracts was a condition precedent to the performance of the contracts.

44. Bright House therefore had a good faith duty to honor the terms of such contracts by, inter alia:

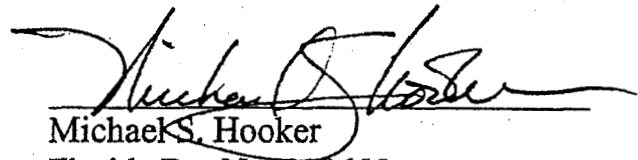
- a. refraining from using its attachments, or allowing its attachments to be used, for delivery of telecommunications service;
- b. engaging in good faith negotiations to establish a new agreement governing all of Bright House's pole attachments within Tampa Electric's service territory by June 1, 2004; and
- c. paying Tampa Electric the telecommunications service rental fee.

46. Bright House breached the implied covenant of good faith and fair dealing with respect to the above-mentioned contracts by denying, knowingly concealing, or failing to disclose the information that Bright House's attachments were being used for delivery of telecommunications services, by paying Tampa Electric

the cable television service rental fee instead of the telecommunications service rental fee, and by intentionally failing to engage in good faith negotiations to establish a new agreement governing all of Bright House's pole attachments within Tampa Electric's service territory.

WHEREFORE, Tampa Electric demands judgment against Bright House for actual damages, consequential damages, pre-judgment interest, post-judgment interest, costs, and such other relief as the Court determines is just and proper.

Respectfully submitted this 30th day of January, 2006.



Michael S. Hooker

Florida Bar No. 330655

**GLENN RASMUSSEN FOGARTY
& HOOKER, P.A.**

100 S. Ashley Drive, Suite 1300

Tampa, FL 33602

(813) 229-3333

(813) 229-5946 (fax)

**ATTORNEYS FOR TAMPA ELECTRIC
COMPANY**

EXHIBIT 5

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA

TAMPA ELECTRIC COMPANY,)
a Florida corporation,)

Plaintiff,)

v.)

Case No. 06-00819

Division B

BRIGHT HOUSE NETWORKS,)
LLC,)

Defendant.)

**TAMPA ELECTRIC COMPANY'S FIRST REQUEST FOR PRODUCTION
OF DOCUMENTS TO BRIGHT HOUSE NETWORKS, LLC**

Tampa Electric Company, a Florida corporation ("Tampa Electric") hereby requests that, within 45 days after service of the Summons and Complaint in this action, Defendant Bright House Networks, LLC produce and permit Tampa Electric or persons acting on its behalf to inspect and copy the documents designated hereinafter. The production, inspection, copying, and all acts necessarily related thereto shall take place at the offices of Tampa Electric's counsel of record, *i.e.*, Michael S. Hooker, Glenn Rasmussen Fogarty & Hooker, P.A., 100 S. Ashley Drive, Suite 1300, Tampa, FL 33602, commencing at a mutually convenient time. Should you consider any document described herein as privileged, Tampa Electric requests that each such document be identified.

These Requests are continuing and, if at a time after you have produced the requested document or otherwise responded hereto, further documents called for in these Requests and not previously produced come into your possession and control, then you are requested to respond further and to produce said documents at the aforesaid location, but in no event later than the date of trial.

DEFINITIONS AND INSTRUCTIONS

The following definitions and instructions apply to this Request for Production.

A. As used herein, the term "**Bright House Networks, LLC**," and any synonym and/or derivative thereof is intended to and shall embrace and include the above-named Bright House Networks, LLC and all of its respective agents, attorneys, servants, associates, employees, representatives, private investigators, parent corporations, subsidiary corporations, affiliates, predecessors, and others that are or have been in possession of or may have obtained information for or on behalf of Bright House Networks, LLC in any manner with respect to any matter referred to in the Complaint in the above-styled case.

B. As used herein, the term "**Time Warner Telecom**" and any synonym and/or derivative thereof is intended to and shall embrace and include the above-named Time Warner Telecom and all of its respective agents, attorneys, servants, associates, employees, representatives, private investigators, parent corpora-

tions, subsidiary corporations, affiliates, predecessors, and others that are or have been in possession of or may have obtained information for or on behalf of Time Warner Telecom in any manner with respect to any matter referred to in the Complaint in the above-styled case.

C. As used herein, the term "**Tampa Electric**" is intended to and shall embrace and include the above-named Tampa Electric Company, a Florida corporation, and all of its respective agents, attorneys, servants, associates, employees, representatives, parent corporations, subsidiary corporations, affiliate corporations, and predecessors.

D. "Person" means any natural person, firm, partnership, association, proprietorship, joint venture, corporation, government agency, or other organization or legal or business entity.

E. "Document" means any written, typed, recorded, or graphic matter, however produced, of any type or description, whether sent or received, including both sides of originals, known identical copies, and drafts, and including, without limitation, papers, books, letters, correspondence, telegrams, bulletins, notices, announcements, instructions, charts, manuals, brochures, schedules, cables, telex messages, memoranda, notes, notation, accountants' working papers, transcripts, minutes, agendas, reports, and recordings of telephone or other conversations, of interviews, of conferences, or of other meetings, affidavits, statements, summaries, opin-

ions, seconds, report studies, analyses, evaluations, contracts, agreements, journals, statistical records, desk calendars, appointment books, diaries, lists, tabulations, sound recordings, computer printouts, data processing input and output, microfilms, and other records kept by electronic, photographic or mechanical means, and things similar to any of the above, however denominated by, and any other documents within the meaning of Rule 1.340, Florida Rules of Civil Procedure.

F. "Relating to" means concerning, respecting, referring to, summarizing, digesting, embodying, reflecting, establishing, tending to establish, derogating from, tending not to establish, evidencing, not evidencing, comprising, connected with, commenting on, responding to, disagreeing with, showing, describing, analyzing, representing, constituting, or including.

G. "All" includes the word "any," and "any" includes the word "all."

H. "Each" includes the word "every," and "every" includes the word "each."

I. To the extent you refuse to produce any documents requested, state the reason for your refusal, the circumstances upon which you rely in support of your refusal, and, if you claim that a document is privileged, provide the following identifying information:

1. the date of such document;
2. the author thereof;

3. the addressee or recipient;
4. the names of all persons who received the original or a copy of the document;
5. a brief description of the subject matter and form of the document and attachments, if any, including the number of pages; and
6. a statement of the basis upon which the privilege is claimed.

DOCUMENTS TO BE PRODUCED

1. All documents relating to pole attachment rental fees paid by Bright House Networks, LLC to Tampa Electric.
2. All documents, including, but not limited to, correspondence of any kind, concerning Bright House Networks, LLC's rendition of telecommunications or telephone services of any kind within the city limits of Tampa, Florida, and/or also within Hillsborough County, Florida, Pasco County, Florida, Polk County, Florida, and/or Pinellas County, Florida.
3. All pole attachment agreements or any other contracts relating to pole attachments that have been entered into, at any time, by Bright House Networks, LLC and Tampa Electric.
4. All documents, including, but not limited to, correspondence of any kind, relating to Time Warner Telecom's rendition of cable television services

and/or telecommunications services within the city limits of Tampa, Florida, and/or within Hillsborough County, Florida, Pasco County, Florida, Polk County, Florida, and/or Pinellas County, Florida.

5. All documents relating pole attachment rental fees paid by Time Warner Telecom to Bright House Networks LLC or Tampa Electric.

6. All documents relating to any proposal by Time Warner Telecom to provide telecommunications or telephone services to Tampa Electric.

7. All documents relating to any network, agreement, or understanding between Time Warner Telecom and Bright House Networks, LLC concerning the rendition of telecommunications or telephone services within the city limits of Tampa, Florida, Hillsborough County, Florida, Pasco County, Florida, Polk County, Florida, and/or Pinellas County, Florida.

8. All documents, including, but not limited to, all advertising or marketing materials, in which Bright House Networks, LLC refers to itself as a "residential telephone service provider" or mentions "residential phone service."

9. All documents, including, but not limited to, all advertising or marketing materials, in which Bright House Networks, LLC refers to or mentions "Digital Phone" or telephone services.

10. All documents, including, but not limited to, all advertising or marketing materials, relating to Bright House Networks, LLC's charging of a

"Federal Universal Service Fund contribution" to customers within the city limits of Tampa, Florida, and/or within Hillsborough County, Florida, Pasco County, Florida, Polk County, Florida, and/or Pinellas County, Florida.

11. All documents, including, but not limited to, all bills, invoices, and/or advertising or marketing materials relating to Bright House Networks, LLC's charging of a "Telecommunications Relay Service Fund contribution" to customers within the city limits of Tampa, Florida, and/or within Hillsborough County, Florida, Pasco County, Florida, Polk County, Florida, and/or Pinellas County, Florida.

12. All form service agreements or contracts presented to prospective customers by Bright House Networks, LLC that refer to "Digital Phone" service and/or the rendition of telephone services.

13. All documents relating to Bright House Networks, LLC's relationship with or use of the "Public Switched Telephone Network."

14. All documents relating to all of Bright House Networks, LLC's or Time Warner Telecom's representations or certifications to the Federal Communications Commission and/or the Florida Public Service Commission and/or any other federal or state governmental entity concerning the rendition of telecommunications or telephone services and/or cable television services in the State of Florida.

15. All documents relating to Bright House Networks, LLC's or Time Warner Telecom's application to the Florida Public Service Commission and/or any other federal or state governmental entity to provide telecommunications services within the State of Florida.

16. All documents relating to Bright House Networks, LLC's practice of labeling any of its equipment in the State of Florida with a telephone symbol.

17. All documents relating to "Capacity License Agreements" entered into, at any time, including, but not limited to, July 1, 1998, by either Time Warner Telecom or Bright House Networks, LLC.

18. All documents relating to negotiations (whether prospective or contemplated negotiations, or negotiations that actually took place) concerning pole attachments between Bright House Networks, LLC and Tampa Electric pursuant to any contract, including, but not limited, to a letter dated February 18, 2003.

19. All documents of Bright House Networks, LLC relating to Tampa Electric's "standard terms and conditions," attached as Exhibit C to the Complaint.

20. All documents relating to any contracts, agreements, and/or negotiations between Bright House Networks, LLC and Time Warner Telecom that concern or evidence Time Warner Telecom's use of Bright House Networks, LLC's utility pole attachments within the city limits of Tampa, Florida, and/or

within Hillsborough County, Florida, Pasco County, Florida, Polk County, Florida, and/or Pinellas County, Florida.

21. All documents relating to any contracts, agreements, and/or negotiations entered into between Bright House Networks, LLC and any federal or state governmental agency that concern Bright House Networks, LLC's efforts or attempts to obtain authorization to market and/or sell its "Digital Phone," telecommunications, or telephone service within the State of Florida.

Respectfully submitted this 6th day of February, 2006.



Michael S. Hooker

Florida Bar No. 330655

**GLENN RASMUSSEN FOGARTY
& HOOKER, P.A.**

100 S. Ashley Drive, Suite 1300

Tampa, FL 33602

(813) 229-3333

(813) 229-5946 (fax)

**ATTORNEYS FOR TAMPA ELECTRIC
COMPANY**

EXHIBIT 6

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA

TAMPA ELECTRIC COMPANY,)	
a Florida corporation,)	
)	
Plaintiff,)	
)	
v.)	Case No. 06-00819
)	Division B
BRIGHT HOUSE NETWORKS,)	
LLC,)	
)	
Defendant.)	
)	

TAMPA ELECTRIC COMPANY'S FIRST REQUEST FOR
ADMISSIONS TO BRIGHT HOUSE NETWORKS, LLC

Pursuant to Rule 1.370, Florida Rules of Civil Procedure, Tampa Electric Company, a Florida corporation ("Tampa Electric") requests Bright House Networks, LLC ("Bright House") to admit or deny the following request for admissions within 45 days after service of the Summons and Complaint in this action:

1. Admit that Bright House is using attachments to Tampa Electric utility poles to provide telecommunications services to Bright House's customers.
2. Admit that Bright House is advertising its telephone service as a traditional telecommunications service.
3. Admit that Bright House is advertising the availability of its telecommunication service throughout its service territory in Florida.

4. Admit that Bright House offers its digital telephone service to customers in combination with other services, including digital cable television and high speed Internet service.

5. Admit that Bright House advertises its digital telephone service as part of a package service known as "Digital Combo Plus."

6. Admit that Bright House advertises its digital telephone service as providing unlimited local and long distance calling within the United States.

7. Admit that Bright House advertises its digital telephone service as providing free voice mail.

8. Admit that Bright House advertises its digital telephone service as providing free caller I.D.

9. Admit that Bright House advertises its digital telephone service as providing free call waiting.

10. Admit that Bright House advertises its digital telephone service as providing free call forwarding.

11. Admit that Bright House advertises its telecommunications services on its website.

12. Admit that Bright House describes its telecommunications services on its website.

13. Admit that "Digital Phone" customer service agreements on Bright House's website, <http://tampabay.mybrighthouse.com>, explicitly refer to Bright House's "Digital Phone" service as "telephone" service.

14. Admit that Bright House is marketing itself to customers as a residential telephone service provider.

15. Admit that Bright House brands its telecommunications services product as "Digital Phone."

16. Admit that Bright House's telephone service does not require the use of any special telephone.

17. Admit that Bright House's telephone service does not require its customers to purchase any additional equipment to use the service.

18. Admit that Bright House's telephone service will work with telephones that customers already have, including touchtone phones.

19. Admit that customers who use Bright House's telephone service can make phone calls the same way they made phone calls before acquiring Bright House telephone service.

20. Admit that Bright House intends that its telephone service be perceived by its customers as a traditional telecommunications service.

21. Admit that Bright House's billing to its customers includes universal service charges.

22. Admit that Bright House Networks Information Services is registered with the Federal Communications Commission (the "FCC") as a telecommunications carrier providing interstate telecommunication service.

23. Admit that the FCC's report on Universal Service Funds shows Bright House Networks Information Services as a "telecommunications carrier."

24. Admit that the FCC's report on Universal Service Funds confirms that Bright House has paid universal service fund collections into the Universal Service Fund registry.

25. Admit that Bright House Networks Information Services is a certificated telecommunications provider with the Florida Public Service Commission.

26. Admit that Bright House's "Digital Phone Welcome Guide" states that customer billing will include a "Federal Universal Service Fund" contribution, which is to recover the amount the telecommunications providers must contribute to the Federal Universal Service Fund.

27. Admit that the telephone bills that Bright House sends to its digital phone customers include a contribution to the "Telecommunications Relay Service Fund."

28. Admit that the Telecommunications Relay Service Fund referred to in the immediate preceding paragraph exists solely to assist people with hearing and speech impairments to communicate with telecommunications services providers.

29. Admit that Bright House's "Digital Phone" service operates through the "Public Switched Telephone Network," a concentration of the world's public circuit-switched telephone networks.

30. Admit that Bright House has no pole attachment agreement with Tampa Electric that allows for telecommunications attachments.

31. Admit that the amount of pole attachment fees that Bright House must pay to Tampa Electric depends on whether the communication lines are being used to provide cable television service, or telecommunications service.

32. Admit that the pole attachment fee that Bright House must pay to Tampa Electric for attachments to Tampa Electric poles that are being used to provide cable television service is currently \$5.60 per attachment per year.

33. Admit that the pole attachment fee that Bright House must pay to Tampa Electric for attachments to Tampa Electric poles that are being used to provide telecommunications service is currently \$17.67 per attachment per year.

34. Admit that Bright House is obligated to pay Tampa Electric a higher rate for attachments to Tampa Electric's utility poles that are used to provide telecommunications, versus cable television, services.

35. Admit that Bright House has repeatedly denied to Tampa Electric that its attachments to Tampa Electric's utility poles are ever used to provide telecommunications services.

36. Admit that Bright House has represented orally to Tampa Electric on multiple occasions that Bright House's attachments are not used for delivery of telecommunications service.

37. Admit that Bright House has represented in writing to Tampa Electric on multiple occasions that Bright House's attachments are not used for delivery of telecommunications service.

38. Admit that since the 1960's, Tampa Electric and Bright House and/or Bright House's predecessors have entered into a series of pole attachment agreements under which Tampa Electric allowed Bright House and/or its predecessors to attach communications lines to Tampa Electric's poles for the purpose of delivering cable television services.

39. Admit that the pole attachment agreements referred to in the immediate preceding paragraph are attached to the complaint in this action as Exhibit A.

40. Admit that the pole attachment agreements with Tampa Electric referred to in the immediately preceding paragraph have always contemplated the use of Bright House's attachments exclusively for delivery of cable television services.

41. Admit that the pole attachment agreements with Tampa Electric referred to in the immediately preceding paragraph have never contemplated delivery of telecommunications services.

42. Admit that Bright House considers itself to be bound by the pole attachment agreements referred to in the immediately preceding paragraph.

43. Admit that in a February 18, 2003 letter to Tampa Electric, attached to the complaint in this action as Exhibit B, Bright House expressly represented that, until the parties explicitly contracted to do so, Bright House's attachments would not be used for the delivery of telecommunications services.

44. Admit that Bright House agreed in the February 18, 2003 letter referred to in the immediately preceding paragraph, to immediately begin good faith negotiations to establish a new agreement governing all of Bright House's pole attachments within Tampa Electric's service territory no later than June 1, 2004.

45. Admit that Bright House agreed in the February 18, 2003 letter referred to in paragraph 43 above, that the new agreement governing all of Bright House's pole attachments within Tampa Electric's service territory would provide for use of Bright House's attachments for telecommunications, consistent with Tampa Electric's standard terms and conditions.

46. Admit that the standard terms and conditions referred to in the immediately preceding paragraph are attached to the complaint in this action as Exhibit C.

47. Admit that Tampa Electric attempted to engage Bright House in negotiations to establish a new agreement to govern all of Bright House's pole attachments within Tampa Electric's service area no later than June 1, 2004.

48. Admit that Tampa Electric provided Bright House with Tampa Electric's standard terms that are attached to the complaint in this action as Exhibit C.

49. Admit that Bright House failed to execute Tampa Electric's standard terms referred to in the immediately preceding paragraph.

50. Admit that Bright House failed to negotiate an alternative agreement governing all of Bright House's pole attachments within Tampa Electric's service area by June 1, 2004.

51. Admit that Bright House's attachments to Tampa Electric's utility poles have been used to provide telecommunication services for years.

52. Admit that Bright House has never notified Tampa Electric that Bright House's has used its attachments to Tampa Electric's utility poles to provide telecommunication services.

53. Admit that Bright House has never notified Tampa Electric that Bright House has allowed its attachments to Tampa Electric's utility poles to be used to provide telecommunications services.

54. Admit that Bright House has never paid Tampa Electric the appropriate telecommunication service fee for using Bright House's attachments to Tampa

Electric utility poles to provide telecommunication service to Bright House customers.

55. Admit that Bright House has never paid Tampa Electric the appropriate telecommunication service fee for allowing Bright House's attachments to Tampa Electric's utility poles to be used to provide telecommunication service to Bright House customers.

56. Admit that Bright House's attachments to Tampa Electric's utility poles have been used to carry telecommunications services provided by both Bright House to its customers and by Bright House's affiliate, Time Warner Telecom ("Time Warner"), to its customers.

57. Admit that Bright House's attachments to Tampa Electric's utility poles have been used by Time Warner to furnish telecommunications services to Bright House.

58. Admit that Bright House's attachments to Tampa Electric's utility poles have been used by Bright House to furnish telecommunications services to Time Warner.

59. Admit that Bright House's attachments to Tampa Electric's utility poles have been used by Time Warner and Bright House to furnish telecommunications services on behalf of each other.

60. Admit that Time Warner does not have a pole attachment agreement with Tampa Electric.

61. Admit that Time Warner has been using Bright House's attachments to Tampa Electric's utility poles to deliver telecommunications services to Time Warner's customers with Bright House's knowledge and consent.

62. Admit that Bright House has never disclosed to Tampa Electric that Bright House's attachments to Tampa Electric's utility poles have been used for delivery of telecommunications service by Time Warner.

63. Admit that Bright House has never disclosed to Tampa Electric that Bright House's attachments to Tampa Electric's utility poles were being used for delivery of telecommunications service by Time Warner.

64. Admit that one of Bright House's predecessors, Time Warner Cable, entered into a July 1, 1998 "Capacity License Agreement" with Time Warner Telecom, which provided that Time Warner Telecom would use Time Warner Cable's fiber optic communications lines in the Tampa area for delivery of telecommunications services.

65. Admit that Bright House is a party to the agreement referred to in the immediate preceding paragraph or to a similar agreement.

66. Admit that the fiber optic communications lines referenced in the agreement referred to paragraph 64 above are located, in whole or in part, on Tampa Electric's poles.

67. Admit that Bright House withheld notifying Tampa Electric that Bright House's attachments were being used to deliver telecommunications services so as to induce Tampa Electric to continue to charge Bright House the lower cable television rental fee, versus the higher telecommunications rental fee.

68. Admit that in various field installations, Bright House has adopted the practice of labeling certain items of equipment with a telephone symbol.

69. Admit that Bright House has adopted the practice of labeling certain items of equipment in various field installations so as to enable Bright House personnel to distinguish them from Bright House's cable television equipment.

70. Admit that Bright House has filed a tariff with the Florida Public Service Commission describing its telecommunications services.

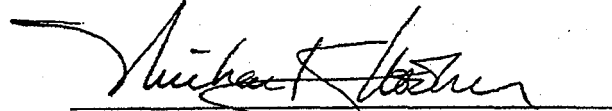
71. Admit that Time Warner has filed a tariff with the Florida Public Service Commission describing its telecommunications services.

72. Admit that Tampa Electric conferred upon Bright House a benefit when Bright House used, or allowed the use of, its attachments to Tampa Electric's poles to deliver telecommunications service.

73. Admit that Bright House received a benefit when Bright House used, or allowed the use of, its attachments to Tampa Electric's poles to deliver telecommunications service.

74. Admit that Bright House accepted a benefit when Bright House used, or allowed the use of, its attachments to Tampa Electric's poles to deliver telecommunications service.

Respectfully submitted this 6th day of February, 2006.



Michael S. Hooker
Florida Bar No. 330655
**GLENN RASMUSSEN FOGARTY
& HOOKER, P.A.**
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**ATTORNEYS FOR TAMPA ELECTRIC
COMPANY**

00004-071^D REQUEST FOR ADMISSIONS

EXHIBIT 7

HOGAN & HARTSON
LLP

J. D. THOMAS
PARTNER
(202) 637-5875
JDTHOMAS@HHLAW.COM

February 17, 2006

COLUMBIA SQUARE
455 THIRTIETH STREET, NW
WASHINGTON, DC 20044-3109
TEL (202) 637-5600
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WWW.HHLAW.COM

Michael S. Hooker, Esquire
Glenn Rasmussen Fogarty & Hooker, P.A.
1000 South Ashley Drive
Suite 1800
Tampa, Florida 33602

RE: Bright House Networks And Tampa Electric Company

Dear Mr. Hooker:

As you may be aware, this firm is counsel to Bright House Networks ("BHN"), which is currently in the process of addressing issues raised in the action recently filed in Florida state court styled *Tampa Electric Company v. Bright House Networks, LLC*, Case No. 06-00819, Division B in the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida.

You have identified in your complaint that there are certain BHN facilities attached to the poles of Tampa Electric Company ("TECO") used by one of BHN's customers, telecommunications carrier Time Warner Telecom ("TWT"), that TWT is using to provide telecommunications services. For those poles, we believe that TECO may be entitled to charge the FCC's telecommunications rate.

BHN has identified that there are presently 7,375 such poles and is prepared to compensate TECO for these poles for the difference between the maximum rate calculated under 47 U.S.C. § 224(e) ("telecom rate"), for the years 2001-2005, and the rate that TECO has charged BHN for the use of these poles.

We do not believe, however, that TECO has correctly calculated the telecommunications pole attachment rate. Rather than the \$17.87 rate TECO has asserted, we believe that the proper rate for the current year is no greater than \$8.56 per pole, and may in fact be less. Nevertheless, in the interest of simplifying and narrowing the dispute between BHN and TECO, BHN is prepared to pay TECO the amount of \$67,791.20 we calculated as set forth in the attached schedule A. If we ultimately agree - or if a tribunal of competent authority ultimately decides - that the amounts owed for these 7,375 poles is

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NEW YORK BALTIMORE MIAMI DENVER BOULDER COLORADO SPRINGS LOS ANGELES

NO. 714 P. 5

GLENN RASMUSSEN FEB. 21. 2006 9:36AM

Michael S. Hooker, Esquire
February 17, 2006
Page 2

greater, or lesser, than the amounts set forth in schedule A, BHN would be agreeable to a true up of such amounts.

Thank you for your consideration. I look forward to speaking with you.

Sincerely,



J. D. Thomas

Schedule A

	Telecom	Cable (Paid)	Difference	Poles	Ann. Total Difference
2001	\$ 6.24	\$ 5.74	\$ 0.50	6,259.00	\$ 3,129.50
2002	\$ 6.82	\$ 5.60	\$ 1.22	6,381.00	\$ 7,784.82
2003	\$ 7.40	\$ 5.60	\$ 2.60	6,521.00	\$ 16,954.60
2004	\$ 7.98	\$ 5.31	\$ 2.67	6,859.00	\$ 18,313.53
2005	\$ 8.56	\$ 5.63	\$ 2.93	7,375.00	\$ 21,608.75
				Total	\$ 67,791.20



06-17-06

06:13pm

From: H & H D.C. Office 12W-109

T-693 P.001/002 F-344

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555 THIRTEENTH STREET, N.W.
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IMPORTANT NOTICE
TELECOPY/FACSIMILE COVER LETTER

TO: Michael S. Hooker, Esquire
Glenn Rasmussen Fogarty & Hooker, P.A.

DATE: 2/17/2006

FROM: Paul A. Werner

TIME: 6:09 PM

TOTAL NO. OF PAGES, INCLUDING COVER: 2

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MESSAGE:

FOR INTERNAL PURPOSES ONLY

TELECOPY/FAX NUMBER: 813/229-5946
CLIENT NUMBER: 87493.0011
ATTORNEY BILLING NUMBER: 0513
CONFIRMATION NUMBER:

NO. 714 P. 2

GLENN RASMUSSEN

FEB. 21. 2006 9:35AM

EXHIBIT 8

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA

TAMPA ELECTRIC COMPANY,
a Florida corporation,

Plaintiff,

v.

Case No.: 06-00819

BRIGHT HOUSE NETWORKS, LLC.

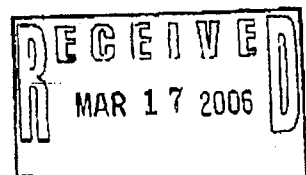
Defendant.

**BRIGHT HOUSE NETWORKS, LLC'S
OBJECTION TO PLAINTIFF'S DISCOVERY**

Defendant, Bright House Networks, LLC ("Bright House"), through its undersigned counsel, Ruden, McClosky, Smith, Schuster and Russell, P.A., hereby objects to Plaintiff's request for production and request for admissions dated February 6, 2006. The primary basis of the objection is that Bright House has moved to dismiss and/or stay this case based on lack of subject matter jurisdiction because the subject matter of this suit is presently the subject of a pending rulemaking and multiple complaint proceedings before the Federal Communications Commission, which has exclusive and primary jurisdiction to resolve the issue of national communications policy on which all of Plaintiff Tampa Electric Company's claims turn. In further support thereof, states as follows.

1. On January 30, 2006 Plaintiff filed its complaint against Bright House.
2. Contemporaneously with the serving of its complaint on Bright House, Plaintiff served its first request for production and first request for admissions. Plaintiff's admissions total seventy-four (74)¹ and Plaintiff's request for the production of documents spans no less than

¹ Notably, the Florida Rules of Civil Procedure provide that a "request for admission shall not exceed 30 requests, including all subparts." Fla. R. Civ. P. 1.370(a). Plaintiff has not been granted leave (nor has it



twenty-one (21) broad categories of documents. Thus, Plaintiff's discovery is hardly insubstantial.

3. Plaintiff's suit, however, is not a simple contract or collections case as it might appear at first blush.

4. Instead, its claim that Bright House has failed to pay the proper pole-attachment rate for attachments used to provide Voice over Internet Protocol ("VoIP") service strikes at the heart of complex and nuanced matters of national communications policy within the *exclusive* jurisdiction of the expert agency that Congress designated to regulate pole-attachment rates, terms and conditions: The Federal Communications Commission ("FCC"). Specifically, Plaintiff's entire lawsuit turns on the proper regulatory classification of VoIP service provided by cable television operators like Bright House. That fundamental legal and policy question – i.e., whether VoIP service is a "cable service," a "telecommunications service," an "information service" or something else altogether – is currently before the Commission in multiple adjudicatory and rulemaking proceedings and its resolution must precede any determination concerning the pole-attachment rental rate under Sections 224 of the Communications Act, 47 U.S.C. § 224(d) and (e), appropriate for cable television system attachments used for VoIP service.

5. Accordingly, on February 21, 2006, Bright House filed its motion to dismiss or stay this action explaining in detail the federal regulatory matters at issue and the FCC's exclusive jurisdiction under the Federal Pole Attachment Act to address them. 47 U.S.C. § 224(d).

even sought leave) to exceed the maximum number of admissions allowed. Bright House further objects to Plaintiff's request for admissions on this ground.

6. Bright House noticed its motion to dismiss for hearing on the first date that the Court had sufficient time available to address this complex matter and this hearing is presently set for June 22, 2006. A copy of the notice of hearing is attached hereto as Exhibit A.


7. Given the significant and complex federal issues involved, Bright House should not be required to respond to Plaintiff's discovery until its pending motion to dismiss is resolved in a few weeks.

8. Plaintiff will suffer no prejudice by having to wait until the June 22, 2006, hearing, especially in light of the fact that Plaintiff concedes in its complaint that this alleged dispute between the parties has been ongoing for several years now and can hardly be characterized as an emergency. To the extent Plaintiff may claim that this matter has suddenly become urgent, such urgency would be outweighed by the potential undue prejudice of forcing Bright House to engage in substantial discovery in an inappropriate forum and in advance of the FCC's consideration of the very issue underlying Plaintiff's Complaint. In fact, the Commission is considering this issue in the context of this very dispute. On February 27, 2006, Bright House filed a Pole-Attachment Complaint with the FCC pursuant to Section 224 of the Federal Communications Act, 47 U.S.C. § 224, regarding the same issues raised by Plaintiff's Complaint. Plaintiff must answer that Complaint by March 29, 2006.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished by U.S. Mail, to Michael S. Hooker, Esq., Glenn Rasmussen Fogarty & Hooker, P.A., 100 S. Ashley

Drive, Suite 1300, Tampa, Florida 33901 this 16th day of March, 2006.



ROBERT W. BOOS, ESQ./FBN 0558079
ERIC J. PARTLOW, ESQ./FBN 0556351
RUDEN, McCLOSKEY, SMITH,
SCHUSTER & RUSSELL, P.A.
401 East Jackson Street, Suite 2700
Tampa, Florida 33602
(813) 222-6600 / (813) 222-6660 (fax)
Attorneys for Defendant

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA

TAMPA ELECTRIC COMPANY,
A Florida Corporation

Plaintiff,

CASE NO. 06-00819

v.

BRIGHT HOUSE NETWORKS, LLC

Defendant.

NOTICE OF HEARING

TO: Michael S. Hooker, Esq.
Glenn Rasmussen Fogarty & Hooker, P.A.
100 S. Ashley Drive, Suite 1300
Tampa, FL 33602

PLEASE TAKE NOTICE that on Thursday, June 22, 2006, at 10:45 a.m., or as soon thereafter as counsel can be heard, the undersigned will bring on to be heard defendant's motion to dismiss or stay, before the Honorable Charlene E. Honeywell, Circuit Judge, at the George Edgecomb Courthouse, 800 E. Twiggs Street, Room 504, Tampa, FL 33602.

TIME ALLOTTED: 1 hour.

PLEASE BE GOVERNED ACCORDINGLY.

I HEREBY CERTIFY that a true copy of the foregoing notice has been furnished via U.S. Mail, to the above-named addressee, this 28th day of February, 2006.



ROBERT W. BOOS, ESQ./FBN 0558079
ERIC J. PARTLOW, ESQ./FBN 0556351
RUDEN, McCLOSKEY, SMITH,
SCHUSTER & RUSSELL, P.A.
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Attorneys for Defendant

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA

TAMPA ELECTRIC COMPANY,
A Florida Corporation

Plaintiff,

CASE NO. 06-00819

v.

BRIGHT HOUSE NETWORKS, LLC

Defendant.

NOTICE OF HEARING


TO: Michael S. Hooker, Esq.
Glenn Rasmussen Fogarty & Hooker, P.A.
100 S. Ashley Drive, Suite 1300
Tampa, FL 33602

PLEASE TAKE NOTICE that on Thursday, June 22, 2006, at 10:45 a.m., or as soon thereafter as counsel can be heard, the undersigned will bring on to be heard defendant's objections to plaintiff's discovery, before the Honorable Charlene E. Honeywell, Circuit Judge, at the George Edgecomb Courthouse, 800 E. Twiggs Street, Room 504, Tampa, FL 33602.

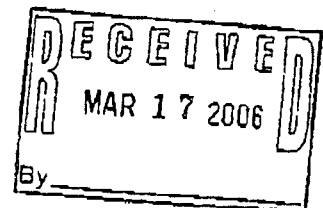
TIME ALLOTTED: 1 hour.

PLEASE BE GOVERNED ACCORDINGLY.

I HEREBY CERTIFY that a true copy of the foregoing notice has been furnished via U.S. Mail, to the above-named addressee, this 16th day of March, 2006.


ROBERT W. BOOS, ESQ./FBN 0558079
ERIC J. PARTLOW, ESQ./FBN 0556351
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ATTORNEYS AT LAW

GLENN RASMUSSEN FOGARTY & HOOKER

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FAX TRANSMITTAL MEMORANDUM

DATE:	March 17, 2006	FAX NO.
TO:	David Nicholson and James Estes Bob Williams	228-1328 (404) 962-6721
FROM:	Mike Hooker	(813) 229-5946
RE:	TECO v. Bright House	

This transmission consists of 7 pages, including this transmittal memorandum. If you do not receive all of the pages, please call (813) 229-3333.

MESSAGE:

Client No. 4-071

EXHIBIT 9

HOGAN & HARTSON
L.L.P.

J. D. THOMAS
PARTNER
(202) 637-5675
JDTHOMAS@HHLLAW.COM

February 17, 2004

COLUMBIA SQUARE
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Michael S. Hooker, Esquire
Glenn Rasmussen Fogarty & Hooker, P.A.
1000 South Ashley Drive
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Tampa, Florida 33602

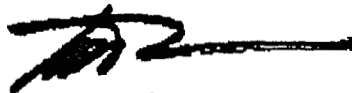
RE: Tampa Electric Company

Dear Mr. Hooker:

As counsel to Bright House Networks ("BHN"), and pursuant to 47 C.F.R. 1.1404(f), the purpose of this letter is to request that Tampa Electric Company ("TECO") provide me with copies of TECO's rate calculations—including all source data—for pole-attachment rentals it seeks to charge BHN. In addition, please provide us with TECO's continuing property records as may pertain to TECO's pole and pole-related investments, its current total number of utility poles in service, and any and all records and other material indicating the amounts that TECO has booked to FERC Account 364 that consists of equipment other than poles, anchors and guys for the years 2000, 2001, 2002, 2003, 2004 and 2005.

Please forward the requested information to me at your earliest convenience, but in no case later than March 20, 2006.

Sincerely,



J. D. Thomas



Feb-17-06 06:15pm From: H & H D.C. Office 12W-109

T-584 P.001/004 F-345

HOGAN & HARRISON LLP.

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TOKYO
WARSAW
WASHINGTON, D.C.

IMPORTANT NOTICE TELECOPY/FACSIMILE COVER LETTER

TO: Michael S. Hooker, Esquire
Glenn Rasmussen Fogarty & Hooker, P.A.

DATE: 2/17/2006

FROM: Paul A. Werner

TIME: 6:09 PM

TOTAL NO. OF PAGES, INCLUDING COVER: 4

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TELECOPY/FAX NUMBER: 813/229-5946
CLIENT NUMBER: 87493.0011
ATTORNEY BILLING NUMBER: 0513
CONFIRMATION NUMBER: _____

NO. 714 P. 4

FEB. 21. 2006 9:36AM GLENN RASMUSSEN

EXHIBIT 10

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA

TAMPA ELECTRIC COMPANY,
A Florida Corporation

Plaintiff;

CASE NO. 06-00819

v.

BRIGHT HOUSE NETWORKS, LLC

COPY MAILED TO CLIENT

2/22/06

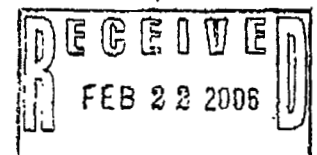
DATE

Defendant.

DEFENDANT'S MOTION TO DISMISS OR STAY

Pursuant to Florida Rule of Civil Procedure 1.140, *see* Fla. R. Civ. P. 1.140(b), Defendant Bright House Networks, LLC ("BHN"), moves to dismiss or stay the four-count complaint that Plaintiff Tampa Electric Company ("TECO") filed in this Court on January 20, 2006. The basis for this motion is that this Court lacks subject matter jurisdiction over this dispute and, even if it has jurisdiction, the Court should decline to exercise it and instead defer to administrative rulemaking and complaint proceedings at the Federal Communications Commission ("Commission" or "FCC") addressing the exact issue raised by TECO's complaint. If the Court concludes that it lacks subject matter jurisdiction, it must dismiss TECO's suit *with* prejudice. But if it finds that it has jurisdiction, it should nevertheless dismiss TECO's complaint *without* prejudice or suspend these proceedings until the related FCC matters are concluded.

1. TECO's suit is not a simple contract or collections case, but a matter touching on complex and nuanced matters of national communications policy *exclusively* under the jurisdiction of the FCC. This case turns on the central federal question of the proper FCC regulatory classification of Voice over Internet Protocol ("VoIP") services provided by cable



television operators like BHN. More specifically, it turns on what pole-attachment rental rate under the federal Communications Act, 47 U.S.C. § 224(d) and (e), should apply to cable television system attachments used for such service. TECO alleges that BHN has failed to pay the proper rental amount for certain attachments made to its utility poles to deliver communications services based on its theory that, because BHN uses its attachments to TECO's utility poles to provide a "Digital Phone" offering, those attachments are subject to the higher "telecommunications" pole-attachment rental formula established under 47 U.S.C. § 224(d) and FCC implementing regulations. But whether VoIP service is properly classified for regulatory purposes as a "cable service," a "telecommunications service," an "information service" or something else, let alone what pole attachment rate applies to cable system pole attachments carrying such service, is not a question that this or any court yet can answer.

2. The Federal Pole Attachment Act confers on the FCC – and the FCC alone – exclusive jurisdiction over the regulation of pole attachment matters, including whether VoIP service, such as BHN's "Digital Phone" service, is a "telecommunications service" subject to the higher "telecommunications" pole attachment rate. The Communications Act provides that "the FCC shall regulate the rates, terms, and conditions for pole attachments to provide that such rates, terms, and conditions are just and reasonable," 47 U.S.C. § 224(b)(1), but also contains a reverse pre-emption mechanism allowing a state to replace the Commission's jurisdiction if the state's public utility commission certifies that it regulates pole attachment matters. *See* 47 U.S.C. 224(c); 47 C.F.R. § 1.1414. Florida's Public Service Commission, however, is not among the small number of States that have so certified. Accordingly, the FCC retains jurisdiction over utility pole attachment practices in this State. *See States That Have Certified That They Regulate Pole Attachments*, 7 FCC Rcd. 1498 (1992).

The FCC's jurisdiction over pole attachment disputes is robust and long-standing. The Commission is empowered to strike down pole attachment rates, terms or conditions that it determines to be unjust or unreasonable – even ones set forth in otherwise enforceable agreements. See *Mile Hi Cable Partners, L.P. v. Pub. Serv. Co. of Colo.*, 17 FCC Rod. 6268, ¶ 2 (2002), review denied sub nom. *Pub. Serv. Co. of Colo. v. FCC*, 328 F.3d 675 (D.C. Cir. 2003); *Amendment of the Rules & Policies Governing the Attachment of Cable Television Hardware to Util. Poles*, Memorandum Order & Opinion on Reconsideration, 4 FCC Rod. 468, 471 (1989). The Commission has the power to invalidate excessive bills or charges levied on attaching parties or, alternatively, to order refunds. See *Cable Texas, Inc. v. Entergy Servs., Inc.*, 14 FCC Rod 6647, ¶ 9 (1999). And it even allows the FCC to entertain issues of contract interpretation – such as the one made by TECO – that involve an unjust or unreasonable rate, term or condition of pole attachment.

3. As the expert agency that Congress designated to regulate the rates, terms and conditions of pole attachments and to oversee our national communications policy, the answer to the question whether cable VoIP service such as “Digital Phone” constitutes a “cable service,” a “telecommunications service,” or an “information service,” as those terms are defined by the Telecommunications Act of 1996, must come from the Commission – not this or any other state or federal court. And that question – i.e., the proper classification of cable VoIP service for regulatory purposes and the pole attachment rate to be applied to cable system attachments providing such service – is one that the FCC is currently addressing, in both rulemaking and adjudicatory matters.

For example, the Commission has ongoing a comprehensive rulemaking proceeding to consider the regulatory classification all Internet Protocol-enabled services, including VoIP

service. See *In the Matter of IP-Enabled Services*, Notice of Proposed Rulemaking, 19 FCC Red 4863 (2004). The proper pole attachment rate for cable VoIP service in particular has also been joined in multiple pole-attachment complaints currently pending before the Commission, including one filed by BHN against TECO concerning the same subject matter as its Complaint in this docket. See *Bright House Networks, LLC v. Tampa Elec. Co.*, File No. EB-MD-___ (filed Feb. 21, 2006); *Charter Communications Inc. v. Union Electric Co d/b/a AmerenUE*, File No. EB-05-MD-030 (filed Nov. 30, 2005).

4. TECO nevertheless seeks to bypass the FCC's consideration of this important issue by asking this Court be the first authority to decide it. But this Court must not. Because the FCC alone is entrusted with both the responsibility for regulating the rates, terms and conditions of pole attachments and for setting national communications policy through implementation and enforcement of the Communications Act, its exclusive jurisdiction over the issue underlying the current dispute between BHN and TECO supplants the subject matter jurisdiction of this Court over TECO's complaint. In any event, this Court lacks subject matter jurisdiction for the additional reason that the Communications Act preempts TECO's state law claims.

5. Alternatively, pursuant to the doctrine of primary jurisdiction, this Court should dismiss TECO's Complaint, or, at a minimum, stay this proceeding until the FCC has issued an order in its IP-enabled service rulemaking proceeding or has resolved BHN's complaint now pending before it. Because TECO's complaint rests on policy-laden issues implicating technical, economic, legal as well as public policy considerations, deferring to the FCC's expertise and experience adjudicating pole attachment disputes and related federal considerations will promote consistency and uniformity in federal communications law and policy. To do otherwise would

compromise the Commission's ability to resolve the dispute between TBCO and BHN currently pending before it, similar disputes between other parties, as well as frustrate its broader national pole-attachment and communications policy objectives.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via U.S. Mail, this 21st day of February, 2006 to Michael S. Hooker, Esq., Glenn Rasmussen Fogarty & Hooker, P.A., 100 S. Ashley Dr., Suite 1300, Tampa, FL 33602.



ROBERT W. BOOS, ESQ./FBN 0558079
ERIC J. PARTLOW, ESQ./FBN 0556351
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Attorneys for Defendant

ATTORNEYS AT LAW**GLENN RASMUSSEN FOGARTY & HOOKER**

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P.O. BOX 3333 TAMPA, FLORIDA 33601-3333
(813) 229-3333 FAX (813) 229-5946

FAX TRANSMITTAL MEMORANDUM

DATE:	February 21, 2006	FAX NO.
TO:	David Nicholson and James Estes Bob Williams	228-1328 (404) 962-6721
FROM:	Mike Hooker	(813) 229-5946
RE:	TECO v. Bright House	

This transmission consists of 4 pages, including this transmittal memorandum. If you do not receive all of the pages, please call (813) 229-3333.

MESSAGE:

Client No. 4-071

EXHIBIT 11

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matters of

IP-Enabled Services

**E911 Requirements for IP-Enabled Service
Providers**

WC Docket No. 04-36

WC Docket No. 05-196

E911-COMPLIANCE LETTER

Bright House Networks, LLC ("BHN") hereby files its E911 Compliance Letter, as required in the Commission's recent order regarding interconnected voice over Internet protocol ("VoIP") E911 requirements.¹ The foremost concern of the Commission in adopting its order was to address the specific challenges in providing E911 service in the context of "portable" or "nomadic" VoIP services. As explained in more detail in its August 10th Subscriber Notification Report, however, BHN's operations are so different from the portable services which were the focus of the order that it is not readily apparent that the order's requirements actually apply to BHN.² (A copy of BHN's August 10th report is attached hereto.) Nonetheless, out of an abundance of caution, BHN submits this filing.

¹ *In Re IP-Enabled Services, E911 Requirements for IP-Enabled Service Providers*, First Report and Order and Notice of Proposed Rulemaking, 20 FCC Rcd 10245 (FCC rel. June 3, 2005) (hereinafter "Order") at ¶¶ 50-51; *Enforcement Bureau Outlines Requirements of November 28, 2005 Interconnected Voice Over Internet Protocol 911 Compliance Letters*, Public Notice, DA 05-2945 (EB rel. Nov. 7, 2005) (hereinafter "Public Notice").

² *In Re IP-Enabled Services, E911 Requirements for IP-Enabled Service Providers*, Subscriber Notification Report, Bright House Networks, LLC (filed Aug. 10, 2005) (hereinafter "August 10th Report").

I. BHN HAS PROVIDED E911 SERVICES SINCE LAUNCH

BHN has provided E911 service—and has provided its subscribers with ample information regarding its E911 service—since the launch of its VoIP service in the summer of 2004. BHN's VoIP customer agreement specifically states that if the customer moves his or her service without notifying BHN, that emergency services may be dispatched to the original service address, and that the Digital Phone service is not separately powered. The customer must acknowledge these E911-specific provisions by signing the customer agreement. In sum, BHN long ago addressed the policy objectives of the order without prompting from the Commission.

II. SPECIFIC RESPONSES TO THE PUBLIC NOTICE

In the Public Notice, the Enforcement Bureau asked VoIP providers to provide the information in bold text below. BHN has responded to these items in the order listed in the Public Notice.

1. **911 Solution: This description should include a quantification, on a percentage basis, of the number of subscribers to whom the provider is able to provide 911 service in compliance with the rules established in the VoIP 911 Order.**

BHN is able to provide 911 service in compliance with the rules established in the VoIP 911 Order to 100% of its subscribers.

2. **The detailed description of the technical solution should include the following components:**

- 2.a. **911 Routing Information/Connectivity to Wireline E911 Network: A detailed statement as to whether the provider is transmitting, as specified in Paragraph 42 of the VoIP 911 Order, "all 911 calls to the appropriate PSAP, designated statewide default answering point, or appropriate local emergency authority utilizing the Selective Router, the trunk line(s) between the Selective Router and the PSAP, and such other elements of the Wireline E911 Network as are necessary in those**

areas where Selective Routers are utilized." If the provider is not transmitting all 911 calls to the correct answering point in areas where Selective Routers are utilized, this statement should include a detailed explanation why not. In addition, the provider should quantify the number of Selective Routers to which it has interconnected, directly or indirectly, as of November 28, 2005.

BHN transmits all 911 calls to the appropriate public safety answering point ("PSAP"), designated statewide default answering point or appropriate local emergency authority, and in so doing, utilizes the Selective Router, the trunk line(s) between the Selective Router and the PSAP and other elements of the Wireline E911 network as necessary in areas where Selective Routers are used. In other words, BHN transmits all 911 calls in accordance with paragraph 42 of the Commission's Order. Finally, BHN has interconnected with sixteen Selective Routers as of November 28, 2005.

2.b. Transmission of ANI and Registered Location Information: A detailed statement as to whether the provider is transmitting via the Wireline E911 Network the 911 caller's ANI and Registered Location to all answering points that are capable of receiving and processing this information. This information should include: (i) a quantification, on a percentage basis, of how many answering points within the provider's service area are capable of receiving and processing ANI and Registered Location information that the provider transmits; (ii) a quantification of the number of subscribers, on a percentage basis, whose ANI and Registered Location are being transmitted to answering points that are capable of receiving and processing this information; and (iii) if the provider is not transmitting the 911 caller's ANI and Registered Location to all answering points that are capable of receiving and processing this information, a detailed explanation why not.

BHN transmits, via the wireline E911 network, the 911 caller's ANI and Registered Location to all answering points that are capable of receiving and processing this information. 100% of the answering points in BHN's service area are capable of receiving and processing ANI and Registered Location information transmitted by BHN.

BHN E911 Compliance Letter

The ANI and Registered Location information of 100% of BHN subscribers are transmitted to the answering points in BHN's service area that are capable of receiving and processing this information.

- 2.c. 911 Coverage:** To the extent a provider has not achieved full 911 compliance with the requirements of the VoIP 911 Order in all areas of the country by November 28, 2005, the provider should: 1) describe in detail, either in narrative form or by map, the areas of the country, on a MSA basis, where it is in full compliance and those in which it is not; and 2) describe in detail its plans for coming into full compliance with the requirements of the order, including its anticipated timeframe for such compliance.

BHN has achieved full 911 compliance with the requirements of the VoIP 911 Order in all areas of the country.

- 3. Obtaining Initial Registered Location Information:** A detailed description of all actions the provider has taken to obtain each existing subscriber's current Registered Location and each new subscriber's initial Registered Location. This information should include, but is not limited to, relevant dates and methods of contact with subscribers and a quantification, on a percentage basis, of the number of subscribers from whom the provider has obtained the Registered Location.

BHN has obtained the Registered Location for 100% of its subscribers. Since the launch of its VoIP service in the summer of 2004, the subscriber's initial Registered Location is obtained at the time of installation, by filling out the BHN work order. All subscribers were notified via the work order that they must notify BHN of any change of address for E911 purposes. See detailed description of work order in August 10th report at 4. Moreover, BHN subscribers can update their Registered Location at any time by calling the general customer service telephone number, or through the BHN website.

BHN E911 Compliance Letter

- 4. Obtaining Updated Registered Location Information:** A detailed description of the method(s) the provider has offered its subscribers to update their Registered Locations. This information should include a statement as to whether the provider is offering its subscribers at least one option for updating their Registered Location that permits them to use the same equipment that they use to access their interconnected VoIP service.

BHN subscribers can update their Registered Location at any time by calling the general customer service telephone number, which provides subscribers a means of updating their Registered Location information that involves the use of the same equipment they use to access their BHN Digital Phone service, *i.e.*, their cable modem, multimedia terminal adapter and telephone. As noted above, subscribers may also update their Registered Location information by filing out a form on the BHN website.

- 5. Technical Solution for Nomadic Subscribers:** A detailed description of any technical solutions the provider is implementing or has implemented to ensure that subscribers have access to 911 service whenever they use their service nomadically. Providers should include in their November 28, 2005, Compliance Letters a detailed statement as to whether and how they have implemented measures such as AT&T, MCI and Verizon's automatic location detection mechanisms.

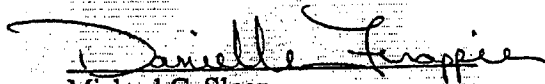
As explained above and in BHN's August 10th report, BHN does not provide a "nomadic" VoIP service. Nomadic providers specifically market their services as being easily moved to a new physical location.³ Quite to the contrary, BHN requires its subscribers (through a condition imposed in the subscriber agreement) not to move their VoIP service without prior notice to BHN. In any case, BHN is not aware of any subscriber moves without prior notice to BHN; BHN has provided ample subscriber notice, as set forth in its previous reports to the Commission, regarding the importance of

³ Order at ¶ 25.

BHN E911 Compliance Letter

keeping current the subscriber's Registered Location information;⁴ and BHN has provided subscribers with multiple ways of updating their Registered Location information as discussed above. For these reasons, BHN has no current plans to implement an automatic detection technology, which is still being developed by the industry. That being said, BHN is actively monitoring the development of these technologies because they have real potential to reduce BHN's administrative costs in updating address information.

Respectfully submitted,



Michael C. Sloan

Danielle Frappier

Cole, Raywid & Braverman, LLP

1919 Pennsylvania, Ave. Suite 200

Washington D.C. 20006

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dfrappier@crblaw.com

Attorneys for BHN

Dated: November 28, 2005

⁴ August 10th Report; *In Re IP-Enabled Services, E911 Requirements for IP-Enabled Service Providers*, Subscriber Acknowledgement Report, Bright House Networks, LLC (filed Sept. 1, 2005); *In Re IP-Enabled Services, E911 Requirements for IP-Enabled Service Providers*, Subscriber Acknowledgement Report, Bright House Networks, LLC (filed Sept. 22, 2005).

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matters of

IP-Enabled Services

WC Docket No. 04-36

E911 Requirements for IP-Enabled Service
Providers

WC Docket No. 05-196

SUBSCRIBER NOTIFICATION REPORT

Bright House Networks, LLC ("BHN") hereby files its E911 Subscriber Notification Report, required as a condition of extending to August 29, 2005 the deadline for the subscriber acknowledgement requirements set forth in the Commission's recent order regarding interconnected voice over Internet protocol ("VoIP") E911 requirements.¹ In order to qualify for the extension, interconnected VoIP providers must file a report by August 10 detailing the actions they have taken to (1) advise subscribers of any limitations of their E911 service, (2) obtain subscriber acknowledgement that the subscriber received and understood the advisory, and (3) distribute the required warning stickers.²

In addition, this filing provides important information about BHN's operations that distinguishes it from the "portable" interconnected VoIP providers that were the focus of

¹ *In Re IP-Enabled Services, E911 Requirements for IP-Enabled Service Providers*, First Report and Order and Notice of Proposed Rulemaking, 20 FCC Rcd 10245 (FCC rel. June 3, 2005) (hereinafter "Order") at ¶¶ 47-49 (requiring interconnected VoIP providers to provide a subscriber advisory and obtain subscriber acknowledgment of the advisory); *Enforcement Bureau Provides Guidance to Interconnected Voice over Internet Protocol Service Providers Concerning the July 29, 2005 Subscriber Notification Deadlines*, Public Notice, DA 05-2085 (FCC rel. July 26, 2005) at 2 (extending the deadline for obtaining subscriber acknowledgement to August 29, 2005).

² *Id.* BHN has provided this specific information beginning at page 3 herein.

BHN E911 Subscriber Notification Report

the Commission's order. Indeed, BHN's operations are so different from the portable services described in the order that it is not readily apparent that the order's requirements actually apply to BHN. Nonetheless, out of an abundance of caution, and in order to provide the Commission with additional information about the diversity of VoIP services now being offered in the market, BHN submits this filing.

I. BHN's VoIP SERVICE IS NOT A "PORTABLE" SERVICE

The key motivating factor behind the Commission's E911 VoIP order was to address the challenges posed by "portable" VoIP services, which specifically market their services as being easily moved to a new physical location.³ These services pose certain challenges for the proper functioning of E911 service. BHN's Digital Phone VoIP service, on the other hand, is not a "portable" service. While it is technically possible for a BHN subscriber to move his or her cable modem and other VoIP customer premise equipment to an address other than the original service address, it is relatively rare for BHN subscribers to do so. In any case, BHN requires its subscribers (through a condition in its subscriber agreement) not to move their service without prior notice to BHN, and BHN is not aware of any subscriber moves without prior notice to BHN. Finally, BHN's Digital Phone service is not marketed as a portable service. Vonage, on the other hand, expressly markets the ability of its customers to easily and frequently move its service to different locations, even on a short-term basis.⁴ Thus, the risk of improper handling of E911 calls from BHN subscribers is minimal.

³ Order at ¶ 25 (finding that "portable" VoIP services can be used from any broadband connection and that providers of these services "often have no reliable way to discern from where their customers are accessing the VoIP service.") The Commission has found that Vonage, for example, offers a "portable" VoIP service. *Id.* at ¶ 20. As explained herein, however, BHN's service is very different from Vonage's.

⁴ Vonage website at <http://www.vonage.com/features.php?feature=traveling> (last visited Aug. 3, 2005) (advising customers that "[w]hen visiting family, going on vacation or traveling for business, you can make

BHN E911 Subscriber Notification Report

The Commission was also concerned about interconnected VoIP providers that offered no E911 service at all. BHN has provided E911 service—and has provided its subscribers with ample information regarding its E911 service—since the launch of its VoIP service in the summer of 2004. BHN's VoIP customer agreement specifically states that if the customer moves his or her service without notifying BHN, that emergency services may be dispatched to the original service address, and that the Digital Phone service is not separately powered. The customer must acknowledge these E911-specific provisions by signing the customer agreement. In sum, BHN long ago addressed the policy objectives of the order without prompting from the Commission.

II. SPECIFIC RESPONSES TO THE COMMISSION'S PUBLIC NOTICE

In its VoIP E911 Public Notice, the Commission asked filing VoIP providers to provide the information in bold text below. BHN has responded to these items in the order listed in the Public Notice.

1. **A detailed description of all actions the provider has taken to specifically advise every subscriber, prominently and in plain language, of the circumstances under which E911 service may not be available through the interconnected VoIP service and/or may be in some way limited by comparison to traditional E911 service. This information should include, but is not limited to, relevant dates and methods of contact with subscribers (i.e., e-mail, U.S. mail).**

BHN has provided the requisite E911 advisory to its subscribers by the following means: the work order agreement presented at the time of installation; mailings consisting

and receive calls from one convenient Vonage number. Vonage gives you unparalleled choice and control over where and how you use your phone.")

BHN E911 Subscriber Notification Report

of a flyer and return postcard; stickers; email; direct phone contact (beginning August 22, 2005); and the BHN website.

BHN work orders, presented at the time of installation, have contained E911 advisory language since the launch of its VoIP service in the summer of 2004. BHN work orders will now contain the language quoted below to ensure that the advisory language is plain and prominent across all company divisions. The new BHN work orders contain the following language above the signature line:

I (the customer) . . . ACKNOWLEDGE THAT I HAVE CAREFULLY READ THE FRONT AND BACK OF THIS FORM, AND THAT IF I AM A DIGITAL PHONE CUSTOMER I EXPRESSLY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND BHN'S E911 NOTICE ON THE BACK OF THIS FORM. . .

The back of the new work order provides more details regarding BHN's E911 service. Specifically, it states:

DIGITAL PHONE E911 NOTICE

I am aware that Enhanced 911 (E911) is a required feature of Bright House Networks Digital Phone. I expressly acknowledge that the Digital Phone is not a powered service. This means that in the event of an extended electrical power failure and/or if Bright House Networks cable network is not operating, then access to E911 services will not be available. I understand that the address associated with an E911 call is the authorized address where service was originally provided. If I move my voice-enabled modem to another location, I understand that I must notify Bright House Networks of my new address. I expressly acknowledge that if I move my voice-enabled modem to a different address, without first notifying Bright House Networks, then all E911 calls that I make may result in emergency services being dispatched to my original service address. I understand that if my Digital Phone service is disconnected for any reason, then my E911 service will also be disconnected.

BHN E911 Subscriber Notification Report

In order to ensure that subscribers were properly advised in accordance with the Commission's orders, certain subscribers were also sent via U.S. mail on July 29, 2005 a one page flyer/return postcard advising them of the following:

- E911 is designed to give emergency operators the exact location where urgent calls originate. These capabilities have been available to you since installation of Digital Phone
- Moving your modem from the original service address without notifying us could result in dispatching emergency services to the wrong location. Please contact Bright House Networks before moving the modem to a new address
- If there is no dial tone due to an extended electrical power failure and/or a network outage, E911 services will not be available
- If your Digital Phone service is disconnected for any reason, E911 service will also be disconnected

The subscriber is provided with an acknowledgment form at the bottom of the page on which this language appears. The acknowledgement form states "[b]y signing below, I acknowledge that I have received and reviewed this information and understand the E911 notice stated above." It then asks the subscriber to provide his or her name, signature, date of the signature and BHN phone number. The acknowledgement form then detaches from the advisory, thereby becoming a self-addressed, U.S. mail postage-paid postcard for return to BHN. Subscribers are instructed to detach, sign and mail the postcard to BHN. On the opposite side of the flyer, BHN included the following language in large, bold font "IMPORTANT The FCC has issued new 911 requirements. Your immediate response is required."

BHN has also distributed the required warning stickers to subscribers via U.S. mail.

The stickers measure three-by-one inches and include the following warning:

BHN E911 Subscriber Notification Report

E911 INFORMATION

- Contact Bright House Networks if you plan to move the Digital Phone modem to a different address. Failure to do so may result in emergency services being dispatched to the wrong address.
- E911 service may not be available during power or network outages.

Just above the sticker, BHN included language instructing subscribers to "[p]lace this label on or near your Digital Phone modem."

BHN also sent emails to subscribers from whom it had not received acknowledgement by August 9, 2005, and will contact by phone the remaining non-responsive subscribers beginning August 22, 2005 to provide an oral advisory and record an oral acknowledgement.⁵

BHN's website has also provided subscribers with information on E911 since launch of the service. Subscribers may provide acknowledgement via the website.⁶

2. A quantification of how many of the provider's subscribers, on a percentage basis, have submitted an affirmative acknowledgement, as of the date of the report, and an estimation of the percentage of subscribers from whom they do not expect to receive an acknowledgement by August 29, 2005.

As of August 10, 2005, BHN estimates that it has received an affirmative acknowledgement from approximately 63% of its subscribers in the form of a signed work form, a returned postcard, or via its website as described above. By August 29, 2005, BHN estimates that it will have received an affirmative written or oral acknowledgement from approximately 80% of its subscribers. For the remaining 20% of subscribers, BHN will continue to try to obtain written or oral affirmation before the August 30 disconnection deadline.

⁵ BHN obtains prior consent from the subscriber to record the conversation.

⁶ The acknowledgement form is found at <http://e911.mybriighthouse.com/911/>.

BHN E911 Subscriber Notification Report

3. A detailed description of whether and how the provider has distributed to all subscribers warning stickers or other appropriate labels warning subscribers if E911 service may be limited or not available and instructing the subscriber to place them on and/or near the customer premises equipment used in connection with the interconnected VoIP service. This information should include, but is not limited to, relevant dates and methods of contact with subscribers (i.e., e-mail, U. S. mail).

BHN distributed appropriate warning stickers to all VoIP subscribers via U.S. mail on August 2, 2005. As described above, the stickers measure three-by-one inches and include the following warning:

E911 INFORMATION

- Contact Bright House Networks if you plan to move the Digital Phone modem to a different address. Failure to do so may result in emergency services being dispatched to the wrong address.
- E911 service may not be available during power or network outages.

Just above the sticker, BHN included language instructing subscribers to "[p]lace this label on or near your Digital Phone modem."

4. A quantification of how many subscribers, on a percentage basis, to whom the provider did not send the advisory described in the first bullet above and/or to whom the provider did not send warning stickers or other appropriate label as identified in the bullet immediately above.

To BHN's reasonable belief and knowledge, 0% of its subscribers did not receive the advisory described above, and 0% were not provided warning stickers.

5. A detailed description of any and all actions the provider plans on taking towards any of its subscribers that do not affirmatively acknowledge having received and understood the advisory, including, but not limited to, disconnecting the subscriber's VoIP service with the Company no later than August 30, 2005.

BHN E911 Subscriber Notification Report

As described above, if BHN did not receive a signed work order, signed postcard or website acknowledgement from the subscriber, it sent a follow up email. If by August 22, 2005 the subscriber still has not provided acknowledgement, BHN will call the subscriber to obtain oral acknowledgement, and will continue to do so before the August 30, 2005 disconnection deadline.

- 6. A detailed description of how the provider is currently maintaining any acknowledgements received from its subscribers.**

Acknowledgements received in the form of work orders and returned postcards are scanned into electronic files and the paper copies are stored in a warehouse. Acknowledgements received through the website are saved in electronic files. Oral advisories and acknowledgements are recorded and saved in electronic files. BHN's billing database also keeps a record of the manner in which the subscriber provided acknowledgement (i.e., work order, postcard, website, oral).

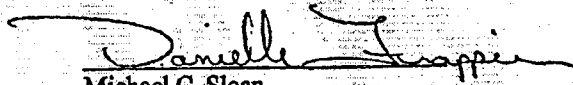
- 7. The name, title, address, phone number, and e-mail address of the person(s) responsible for the Company's compliance efforts with the VoIP E911 Order.**

The person responsible for BHN's company-wide compliance efforts with the Commission's interconnected VoIP E911 order is:

Debbie P. Cummings
Director, Voice Services
Bright House Networks, Florida Group Office
301 E. Pine Street, Suite 600
Orlando, FL 32801
Telephone: (407) 210-3153
Email: debbie.cummings@mybrighthouse.com

BHN E911 Subscriber Notification Report

Respectfully submitted,


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Danielle Frappier
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Washington D.C. 20006
(202) 659-9750
msloan@crblaw.com
dfrappier@crblaw.com

Attorneys for BHN

Dated: August 10, 2005

EXHIBIT 13

<input checked="" type="checkbox"/>	
<input checked="" type="checkbox"/>	Florida Public Service Commission

Company Name: Bright House Networks Information Services
(Florida), LLC

Service Complaints from 7/1/1999 to 3/14/2006
(87 complaints found)

Complaint Number	Date Received	General Status	Process Review	Reply Date	Date Closed
674353T	11/4/2005	OPEN	No	(none)	(none)
673618T	11/2/2005	OPEN	No	(none)	(none)
673519T	11/1/2005	OPEN	No	11/8/2005	(none)
671808T	10/24/2005	OPEN	No	11/2/2005	(none)
671706T	10/21/2005	OPEN	No	(none)	(none)
671508T	10/20/2005	OPEN	No	11/2/2005	(none)
671485T	10/19/2005	OPEN	No	11/3/2005	(none)
670685T	10/13/2005	OPEN	No	(none)	(none)
670719T	10/13/2005	OPEN	No	11/2/2005	(none)
670330T	10/10/2005	OPEN	No	10/28/2005	(none)
670102T	10/7/2005	OPEN	No	10/28/2005	(none)
669865T	10/5/2005	Closed	No	10/14/2005	11/9/2005
669527T	10/4/2005	Closed	No	10/18/2005	11/8/2005
669545T	10/4/2005	OPEN	No	10/28/2005	(none)
669553T	10/4/2005	OPEN	No	(none)	(none)
669564T	10/4/2005	Closed	No	10/18/2005	11/8/2005
669302T	10/3/2005	Closed	No	10/14/2005	11/8/2005
669479T	10/3/2005	OPEN	No	10/18/2005	(none)
668448T	9/26/2005	Closed	No	10/14/2005	10/31/2005
667257T	9/15/2005	OPEN	No	9/21/2005	(none)
667300T	9/15/2005	OPEN	No	11/4/2005	(none)
667110T	9/14/2005	OPEN	No	(none)	(none)
666744T	9/13/2005	Closed	No	10/6/2005	10/18/2005
666059T	9/7/2005	Closed	No	10/3/2005	10/12/2005
666198T	9/7/2005	Closed	No	9/13/2005	9/23/2005
665976T	9/6/2005	Closed	No	9/20/2005	10/20/2005
665605T	9/1/2005	Closed	No	9/23/2005	10/7/2005
665222T	8/30/2005	Closed	No	9/23/2005	10/4/2005
663813T	8/19/2005	Closed	No	9/1/2005	10/14/2005
663846T	8/19/2005	Closed	No	9/12/2005	10/14/2005

663731T	8/18/2005	Closed	No	9/1/2005	10/13/2005
663355T	8/17/2005	Closed	No	9/2/2005	9/21/2005
663253T	8/16/2005	Closed	No	9/6/2005	10/12/2005
662723T	8/12/2005	Closed	No	8/15/2005	9/1/2005
662865T	8/12/2005	Closed	No	9/1/2005	10/25/2005
662549T	8/11/2005	Closed	No	9/1/2005	9/15/2005
661852T	8/5/2005	Closed	No	8/9/2005	9/29/2005
661291T	8/2/2005	Closed	No	8/16/2005	9/6/2005
660651T	7/27/2005	Closed	No	8/4/2005	9/12/2005
660210T	7/25/2005	Closed	No	8/4/2005	9/9/2005
659728T	7/20/2005	Closed	No	7/26/2005	9/13/2005
659852T	7/20/2005	Closed	No	8/9/2005	8/24/2005
659575T	7/19/2005	Closed	No	7/21/2005	8/25/2005
659632T	7/19/2005	Closed	No	7/21/2005	9/7/2005
659379T	7/18/2005	Closed	No	8/4/2005	9/8/2005
658616T	7/11/2005	Closed	No	7/29/2005	8/18/2005
657884T	7/5/2005	Closed	No	7/27/2005	8/30/2005
657330T	6/29/2005	Closed	No	7/21/2005	8/8/2005
657225T	6/28/2005	Closed	No	7/21/2005	8/9/2005
656498T	6/21/2005	Closed	No	7/20/2005	7/29/2005
656362T	6/20/2005	Closed	No	7/12/2005	8/1/2005
656080T	6/16/2005	Closed	No	7/6/2005	7/26/2005
655736T	6/14/2005	Closed	No	7/6/2005	7/26/2005
655864T	6/14/2005	Closed	No	7/1/2005	7/22/2005
655350T	6/9/2005	Closed	No	7/1/2005	7/14/2005
655140T	6/8/2005	Closed	No	7/5/2005	7/13/2005
654970T	6/7/2005	Closed	No	6/23/2005	7/12/2005
654739T	6/6/2005	Closed	No	6/27/2005	7/26/2005
654838T	6/6/2005	Closed	No	6/27/2005	7/19/2005
653719T	5/25/2005	Closed	No	6/16/2005	10/17/2005
653184T	5/20/2005	Closed	No	6/13/2005	6/30/2005
651243T	5/5/2005	Closed	No	5/27/2005	6/17/2005
651131T	5/4/2005	Closed	No	5/27/2005	6/10/2005
650048T	4/25/2005	Closed	No	5/17/2005	6/1/2005
649440T	4/19/2005	Closed	No	5/10/2005	5/24/2005
646385T	3/22/2005	Closed	No	3/31/2005	5/9/2005
645874T	3/17/2005	Closed	No	4/12/2005	4/26/2005
645501T	3/15/2005	Closed	No	3/31/2005	5/9/2005
643857T	3/1/2005	Closed	No	3/24/2005	4/8/2005
643861T	3/1/2005	Closed	YES	3/21/2005	4/20/2005
643311T	2/24/2005	Closed	No	3/16/2005	4/5/2005
643343T	2/24/2005	Closed	No	3/24/2005	4/20/2005

641769T	2/11/2005	Closed	No	3/4/2005	4/5/2005
641613T	2/10/2005	Closed	No	3/4/2005	3/17/2005
639981T	1/28/2005	Closed	No	2/17/2005	3/4/2005
639905T	1/27/2005	Closed	No	2/9/2005	3/7/2005
638933T	1/20/2005	Closed	No	2/10/2005	2/28/2005
637011T	1/5/2005	Closed	No	1/27/2005	2/10/2005
635374T	12/21/2004	Closed	No	1/14/2005	1/27/2005
635015T	12/17/2004	Closed	No	1/12/2005	1/24/2005
633216T	12/3/2004	Closed	No	12/23/2004	1/7/2005
631774T	11/23/2004	Closed	No	12/16/2004	12/28/2004
631361T	11/19/2004	Closed	No	12/14/2004	12/27/2004
624347T	10/12/2004	Closed	No	11/2/2004	12/9/2004
624517T	10/12/2004	Closed	No	11/4/2004	11/18/2004
616175T	9/2/2004	Closed	No	11/12/2004	11/16/2004
544660T	7/15/2003	Closed	No	9/4/2003	9/5/2003



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 Florida Public Service Commission

2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850
1-800-342-3552

EXHIBIT 14

TO AVOID PENALTY AND INTEREST CHARGES, THE REGULATORY ASSESSMENT FEE RETURN MUST BE FILED ON OR BEFORE FIELD(2)

Alternative Local Exchange Company Regulatory Assessment Fee Return

STATUS:

- ☒ Actual Return
☐ Estimated Return
☐ Amended Return

PERIOD COVERED:

FIELD(3)

10/1/95

Bright House Networks
Information Services (Florida) LLC
(Name of Company)

Please Complete Below If Official Mailing Address Has Changed

PO Box 4739

(Address)

Syracuse, NY
(City/State)

13201
(Zip)

Florida Public Service Commission

(See Filing Instructions on Back of Form)

FIELD(1)

TX631-04-D-R
Bright House Information Services

526 JAN 20 2001

FOR PSC USE ONLY

Check# 0000000010001

\$ 1245.43 0603006

\$ _____ 003001

\$ _____ P

\$ _____ 0603006

\$ _____ 004011

\$ _____ I

Postmark Date 1-25-05

Initials of Preparer RT

LINE NO.

ACCOUNT CLASSIFICATION

FLORIDA

GROSS OPERATING REVENUE

INTRASTATE REVENUE

1.	Basic Local Services	\$ 1,101,240.12	\$ 230,286.71
2.	Long Distance Services (IntraLATA only)**	0	0
3.	Access Services	0	0
4.	Private Line Services	0	0
5.	Leased Facilities & Circuits Services	0	0
6.	Miscellaneous Services	0	0
7.	TOTAL REVENUES		\$ 830,286.71
8.	LESS: Amounts Paid to Other Telecommunications Companies* (see "2. Fees" on back)		0
9.	Net Intrastate Operating Revenue for Regulatory Assessment Fee Calculation (Line 7 less Line 8)		\$ 830,286.71
10.	Regulatory Assessment Fee Due (Multiply Line 9 by 0.0015)		\$ 1,245.43
11.	Penalty for Late Payment (see "3. Failure to File by Due Date" on back)		0
12.	Interest for Late Payment (see "3. Failure to File by Due Date" on back)		0
13.	TOTAL AMOUNT DUE		\$ 1,245.43

* These amounts must be intrastate only and must be verifiable.

** Other long distance revenue must be listed on the Interexchange Regulatory Assessment Fee Return.

AS PROVIDED IN SECTION 364.336, FLORIDA STATUTES, THE MINIMUM ANNUAL FEE IS \$50

CURRENT COMPANY STATUS

() Facilities-Based Provider

() Reseller

() Other:

BILLING INFORMATION

Complete below if billing agent if other than yourself.

(Name)

(Address: City/State/Zip)

(Telephone)

COMPANY INFORMATION

Do you lease telecommunications facilities? () YES (X) NO

If YES, who do you lease these facilities from? Name:

Address:

I, the undersigned owner/officer of the above-named company, have read the foregoing and declare that to the best of my knowledge and belief the above information is a true and correct statement. I am aware that pursuant to Section 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his/her duty shall be guilty of a misdemeanor of the second degree.

Clifford E. Jackson
(Signature of Company Official)

Clifford E. Jackson
(Preparer of Form - Please Print Name)

Tax Director
(Title)

Telephone Number 35438-4170

Fax Number 35438-4173

F.E.I. No. 59-3758339

Bright House Networks, FL Systems non-ILEC operations for Florida December 31, 2004

Complete Part I if you and all affiliates (including commonly controlled entities) provide 250 or more broadband lines or wireless channels in the state over your own facilities or over lines you provisioned as broadband. See instructions for definitions of "own facilities", "broadband", "end user", and "residential and small business".

If you provide data in Part I, you must provide in Part V a list containing the 5-digit Zip Codes of the end-user locations in which you provide the broadband services reported herein. See instructions.

Data as of December 31, 2004:

A. Lines and wireless channels of broadband service that you provided over your own facilities, or over UNE loops or other lines and wireless channels that you obtained from other service providers and equipped as broadband, categorized by technology at the end-user location.

(a) Total one-way and two-way (full) broadband lines and wireless channels	Percentages of lines and wireless channels reported in (a)				
	(b) % of (a) used by residential & small business customers	(c) % of (a) provided over your own facilities	(d) % of (a) provided (i.e. billed directly) to end users	(e) % of (a) providing customers greater than 200 kbps in both directions	(f) % of (a) providing customers greater than 2 mbps in both directions
I - 1. Asymmetric xDSL.					
I - 2. Other traditional wireline including symmetric xDSL.				100%	
I - 3. Coaxial carrier systems including hybrid fiber-coaxial systems.	692,122	xxxxxx	xxxxxx	xxxxxx	
I - 4. Optical carrier (fiber to the end user).					
I - 5. Satellite.					
I - 6. Terrestrial wireless fixed.					
I - 7. Terrestrial wireless mobile.					
I - 8. All other technologies, such as distribution over electric power lines.					

Note: In Part I, report actual counts. Do not report voice-grade equivalent measures.

Bright House Networks, FL Systems non-ILEC operations for Florida December 31, 2004

Complete Part II if you and all affiliates (including commonly controlled entities) provide 10,000 or more voice-grade equivalent lines or wireless voice-grade equivalent channels used for local exchange or exchange access service in the state. See instructions for definitions of "voice telephone service", "voice-grade equivalent lines", "residential and small business", "owned facilities", "COLO switching centers", and "end users".

If you provide data in Part II, you must provide in Part V a list containing the 5-digit Zip Codes of the end-user locations in which you provide the wireline or fixed wireless voice grade services reported herein. See instructions.

Data as of December 31, 2004

A. Voice telephone service provided to end users.

II - 1. Total lines and channels you provided to end users.

(a) Total voice-grade equivalent lines and voice-grade equivalent wireless channels in service	Percentages of lines and wireless channels reported in (a)			
	(b) % of (a) used for residential & small business service	(c) % of (a) provided over your own facilities	(d) % of (a) provided over UNE loops	(e) % of (a) in ILEC COLO switching centers

15,270

xxxxxx

xxxxxx

B. Voice telephone service provided to other communications carriers, categorized by:

II - 2. Lines and channels that you provided under a Total Service Resale arrangement. See instructions.

II - 3. Lines and channels you provided under other resale arrangements, such as resold Centrex.

C. UNE loops, special access lines, and those private lines that connect to carriers, categorized by:

II - 4. Lines and channels that you provided under a UNE loop arrangement, where you do not provide switching for the line.

II - 5. Lines and channels that you provided under a UNE loop arrangement, where you also provided switching for the line.

II - 6. Special access lines not provided as broadband and private lines that connect an end-user premises to a telecommunications common carrier and is not provided as broadband.

(a)
Total lines and
wireless channels

Percentage of channels reported in (a), carried over the following types of facilities categorized by the technology used in the part of the line or wireless channel at the end-user location

D. Total wireline voice-grade equivalent lines & fixed wireless voice-grade equivalent channels in service.

(f) Cable coaxial	(g) Wireless	(h) All other including traditional wireline
----------------------	-----------------	--

II - 7. Total lines and channels provided. [line II-1+line II-2 + line II-3]

15,270

xxxxxx

Bright House Networks, FL Systems non-ILEC operations for Florida December 31, 2004

Complete Part III if you and all affiliates (including commonly controlled entities) serve 10,000 or more mobile voice telephony subscribers in the state over your own facilities. See instructions for definitions of "mobile voice telephony subscribers" and "own facilities".

Data as of December 31, 2004

A. Mobile voice telephony subscribers in service and served over your own facilities.

(a) Network telephone service subscribers	(b) Percentage of (a) provided (i.e. billed directly) to end users
--	--

III - 1. Cellular, PCS & other mobile telephony.

IBright House Networks, FL Systems non-ILEC operations for Florida December 31, 2004

Filers completing Part I or Part II must supply a list of 5-digit Zip Codes in which the filer has at least one customer.
Do not provide customer counts by Zip Code.

Data as of December 31, 2004

V - 1. 5-digit Zip Codes in the state in which you provide service to end-user locations:

(a) Broadband service	(b) Wireline & fixed wireless exchange telephone
-----------------------------	---

1	xxxxxx	xxxxxx
2	xxxxxx	xxxxxx
3	xxxxxx	xxxxxx
4	xxxxxx	xxxxxx
5	xxxxxx	xxxxxx
6	xxxxxx	xxxxxx
7	xxxxxx	xxxxxx
8	xxxxxx	xxxxxx
9	xxxxxx	xxxxxx
10	xxxxxx	xxxxxx
11	xxxxxx	xxxxxx
12	xxxxxx	xxxxxx
13	xxxxxx	xxxxxx
14	xxxxxx	xxxxxx
15	xxxxxx	xxxxxx
16	xxxxxx	xxxxxx
17	xxxxxx	xxxxxx
18	xxxxxx	xxxxxx
19	xxxxxx	xxxxxx
20	xxxxxx	xxxxxx
21	xxxxxx	xxxxxx
22	xxxxxx	xxxxxx
23	xxxxxx	xxxxxx
24	xxxxxx	xxxxxx
25	xxxxxx	xxxxxx
26	xxxxxx	xxxxxx
27	xxxxxx	xxxxxx
28	xxxxxx	xxxxxx
29	xxxxxx	xxxxxx
30	xxxxxx	xxxxxx
31	xxxxxx	xxxxxx
32	xxxxxx	xxxxxx
33	xxxxxx	xxxxxx
34	xxxxxx	xxxxxx

EXHIBIT 16

Bright House Networks Information (da), LLC
Services (Florida), LLC

Florida Tariff No. 1
Original Sheet 1

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TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

TARIFF SCHEDULES

APPLICABLE TO

INTEREXCHANGE SERVICES OF

TIME WARNER CABLE INFORMATION SERVICES (FLORIDA), LLC

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Time Warner Cable Information Services (Florida), LLC, which has its principal offices at 290 Harbor Drive, Stamford, CT 06902. This tariff applies to services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

ISSUED DATE: November __, 2001

EFFECTIVE DATE: JAN 1 0 2002

By:

Mary Carroll Huey
290 Harbor Drive
Stamford, CT 06902

Bright House Networks Information da), LLC
Services (Florida), LLC

Florida Tariff No. 1
Original Sheet 2

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CHECK SHEET

The sheets listed below, which are inclusive of this price list, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original price list and are currently in effect as of the date of the bottom of this page.

SHEET	REVISION
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original

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Tariff Format Sheets	5
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Section 2 – Rules and Regulations	9
Section 3 – Description of Service	17
Section 4 – Rates.....	24

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SYMBOLS SHEET

The following symbols shall be used in this Price List for the purpose indicated below:

- D - Delete or Discontinue
- I - Change Resulting in an Increase to a Customer's Bill
- M - Moved From Another Tariff Location
- N - New
- R - Change Resulting in a Reduction to a Customer's Bill
- T - Change in Text or Regulation But No Change in Rate or Charge

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TARIFF FORMAT SHEETS

- A. Sheet Numbering** – Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I(i).
 - 2.1.1.A.1.(a).I(i).(1).
- D. Check Sheets** – When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

1.1 Explanation of Abbreviations and Acronyms

Cont'd	- Continued
FPSC	- Florida Public Service Commission
IXC	- Interexchange Carrier
ICO	- Independent Company
LATA	- Local Access and Transport Area
LEC	- Local Exchange Company
MTS	- Message Telecommunication Service
NPA	- Numbering Plan Area
PIC	- Primary Interexchange Carrier
TDD	- Telephone Device for the Deaf
TRS	- Telecommunications Relay Service

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

1.2 Definition of Terms

Access Line – An arrangement which connects the customer's location with the Customer's network switching center.

Authorization Code – A numerical code, one or more of which are available to a customer to enable him to access the carrier, and which is used by the carrier both to prevent unauthorized access to its facilities and to identify the customer for billing purposes.

Authorized User – A person, firm or corporation, or any other entity authorized by the customer to communicate utilizing the Company's services.

Commission – The Florida Public Service Commission.

Company or Carrier – Time Warner Cable Information Services (Florida), LLC

Customer – The person, firm, corporation, or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

Day – From 8:00 AM up to but not including 5:00 PM local time Sunday through Friday.

End User – Any customer that is not a carrier, except that a carrier (other than a telephone company) shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes.

Evening – From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

Exchange – The entire telephone plant and facilities used in providing telephone service to subscribers located in an exchange area.

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Bright House Networks Information
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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

1.2 Definition of Terms (cont'd)

Facilities – Supplemental equipment, apparatus, wiring, cables and other materials and mechanisms necessary to or furnished in connection with communications service.

Holidays – The Company's recognized holidays are New Year's Day, July 4th, Thanksgiving Day, Christmas Day.

Local Access and Transport Area (LATA) – A geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Long Distance Call – Any call extending beyond the exchange of the caller which is rated on a long distance schedule by a long distance provider.

Message – A completed telephone call.

Monthly Rate – A recurring charge, for a period of thirty days, made in conjunction with the provision of a service.

Night/Weekend – From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

Nonrecurring Charge – A one-time charge made under certain conditions to recover all or a portion of the cost of installing facilities or providing service.

Personal Account Code – See "Authorization Code."

Recurring Charge – The monthly charge to the customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

User – A customer, or any other person authorized by a customer to use service provided under this Price List.

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SECTION 2 – RULES AND REGULATIONS

2.3 Liabilities of the Company

2.3.1 General

The liability of the Company for any claim or loss, expense or damage, due to any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this tariff shall not exceed an amount equivalent to the proportionate charge to the customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs. In no event will the Company be liable for any indirect, consequential, or special damages, or for any lost profits, even if advised of the possibility of the same.

2.3.2 Terms and Conditions

- A. The Company shall not be liable for any claim or loss, expense or damage, due to any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, any malfunction of any service or facility provided by any other carrier, act of God, fire, war, civil disturbance, act of government or by any other cause beyond the Company's control.
- B. The Company shall not be liable for and shall be fully indemnified and held harmless by the customer against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:
 - 1. Defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content revealed to, transmitted, processed, handled or used by the Company under this tariff;
 - 2. Connecting, combining, or adapting the Company's facilities with the customer's apparatus or systems;

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SECTION 2 – RULES AND REGULATIONS

2.3 Liabilities of the Company (cont'd)

2.3.2 Terms and Conditions (cont'd)

B. (cont'd)

3. Any act of omission by the customer, or
 4. Any personal injury or death of any person or for any loss of or damage to a customer's premises or any other property, whether owned by the customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by gross negligence of the Company.
- C. No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- D. The Company makes no warranty regarding the provision of service pursuant to this Tariff, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
- E. The Company shall not be liable for any claim, loss or refund as a result of loss or theft of authorization codes or personal account codes issued for use with the Company's services.

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SECTION 2 – RULES AND REGULATIONS

2.4 Interruption of Service

2.4.1 Credit Allowance

- A. Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth in 2.3.1 herein.
- B. It shall be the customer's obligation to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by the customer within his control; or by any equipment or facilities furnished by the customer and connected to the Company's facilities.
- C. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.
- D. No credit shall be allowed for an interruption of a continuous duration of less than twenty-four (24) hours after the subscriber notifies the Company.
- E. The customer shall be credited for an interruption of more than twenty-four hours as follows:

Credit Formula:

$$\text{Credit} = A/720 \times C$$

"A" – outage time in hours

"720" – total hours in month

"C" – total monthly charge for affected facility

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SECTION 2 - RULES AND REGULATIONS

2.5 Disconnection of Service by Carrier

2.5.1 Disconnection of Service

A. The Company, upon five (5) working days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

1. Non-payment of any sum due to the Company for any service provided by the Company as provided in Section 2.10.
2. A violation of any regulation governing the service under this tariff.
3. A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.
4. The Company has given the customer notice and has allowed a reasonable time to comply with any rule, or remedy, and deficiency as stated in Rule 25-4.113, F.A.C., Refusal or Discontinuance of Service by Company.
5. Service may be disconnected without notice for tampering with Company equipment, for interfering with the service to other customers, for fraud, or in the event of a hazardous condition.

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SECTION 2 – RULES AND REGULATIONS

2.6 Deposits

The Company does not require a deposit from the customer.

2.7 Advance Payments

For customers from whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

2.8 Billing and Collection of Charges

- A. If any portion of the payment is received by the Company more than (7) days after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty of \$4.50 shall be due to the Company.
- B. The customer will be assessed a charge of twenty dollars for each check submitted by the customer to the Company which a financial institution refuses to honor.

2.9 Disputed Bills

If the customer has questions about or seeks to dispute charges on the bill, the customer should contact the Company at the address, telephone number, or e-mail address provided on the bill.

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SECTION 2 -- RULES AND REGULATIONS

2.10 Discontinuance of Service

- A. If payment is not received within twenty-five (25) days of the due date, a disconnect notice will be sent to the customer. If payment still has not been received within forty-five (45) days of the due date, service will be interrupted and the account will be disconnected.
- B. If the customer's account is disconnected due to non-payment, services may be reconnected only by paying all past due amounts, a reconnection fee, and the first month of service in advance.

2.11 Taxes

The customer is responsible for payment of any federal, state or local sales, use, gross receipts, access or other taxes, charges, surcharges (however designated), franchise and permit fees, and all taxes, fees, and other exactions imposed on the Company or its services by governmental jurisdictions, other than taxes imposed generally on the Company's net income. All such taxes, fees, and charges shall be separately designated, and are not included in the price listed rates.

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SECTION 3 - SERVICE DESCRIPTION

3.1 Message Telecommunication Service

3.1.1 Application

- A. Message Telecommunication Service (MTS) applies to all toll calls made between two or more rate centers and furnished or made available by the Company over facilities within the state.
- B. MTS provides telecommunication beyond the local service area. MTS charges cover the service furnished between the calling and called stations.

3.1.2 Terms and Conditions

A. Scope

- 1. MTS is that of furnishing facilities for telecommunication between station lines in different local service areas in accordance with the terms, conditions, and rates specified in this Tariff.
- 2. The Company does not undertake to transmit messages but furnishes the use of its facilities to its customers for communications.

B. Use

1. Use of Service

The service is provided for use by the customer and may be used by others, when so authorized by the customer, providing that such use shall be subject to the provisions of this Tariff.

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SECTION 3 - SERVICE DESCRIPTION

3.1 Message Telecommunication Service (cont'd)

3.1.2 Terms and Conditions (cont'd)

B. Use (cont'd)

2. Abuse and Fraudulent Use

The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes:

- (a) The use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for service;
- (b) The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain MTS, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charges for such service;
- (c) The use of service or facilities of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another;
- (d) The use of profane or obscene language;
- (e) The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

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SECTION 3 – SERVICE DESCRIPTION

3.1 Message Telecommunication Service (cont'd)

3.1.2 Terms and Conditions (cont'd)

B. Use (cont'd)

3. Unlawful Purposes

The service is furnished subject to the conditions that it will not be used for an unlawful purpose. Service will be discontinued, upon five days written notice, if any law enforcement agency acting within its jurisdiction, advises that such service is being used or will be used in violation of law. If the Company receives other evidence giving reasonable cause to believe that such service is being or will be so used, it will deny the service or refer the matter to the appropriate law enforcement agency.

4. For nonpayment of any sum due the Company, or for abuse or fraudulent use of the service, the Company may either suspend, terminate without suspension, or refuse service without incurring any liability.

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SECTION 3 - SERVICE DESCRIPTION

3.2 MTS Service Offerings

3.2.1 Class of Calls

Charges apply according to the class of call the calling person selects as defined below.

A. Dial Station

Applies when the calling person dials the desired telephone number without the assistance of a Company operator and the call is billed to the calling number. This includes calls forwarded by call forwarding equipment.

B. The Dial Station class also applies when the operator:

- Records the calling telephone number for areas without automatic recording equipment.
- Reaches the called telephone number because of trouble on the network or because dial completion is not available.
- Places a call for a calling party who is identified as being disabled and is unable to dial the call because of that disability.
- Reestablishes a dialed call when there is a service fault that interrupts a call after the called person has been reached.

C. Operator-Assisted Person-to-Person

Applies when a calling station names the particular party to be reached by an operator. Person-to-Person also applies when the calling party cannot speak to the intended person or station but agrees to speak to someone else or requests an operator to make arrangements with a person to receive a call at a specified time.

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SECTION 3 - SERVICE DESCRIPTION

3.2 MTS Service Offerings (cont'd)

3.2.1 Class of Calls (cont'd)

D. Collect Calls

Charges for Person-to-Person and Operator-Assisted Station-to-Station telephone calls may be billed against or collected from the called line (i.e., charges may be reversed), if the charges are accepted by the called party. This collect call may be billed to a calling card or third party number, unless restricted from accepting this call type.

E. Third Party

Denotes a billing arrangement by which a call may be charged to an authorized customer line, as determined by the Company, other than the line originating the call or the line where the call is terminated.

F. Operator Assisted Charges

Operator assisted charges will apply when a customer requests a time and charges quote for a toll call.

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SECTION 3 - SERVICE DESCRIPTION

3.2 MTS Service Offerings (cont'd)

3.2.2 Timing of Calls

- A. On Dial Station and Operator-Handled Station calls, the timing of a call begins when the called party picks up the receiver (i.e., when 2-way communication, often referred to as "conversational time" is possible). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network.
- B. On Person-to-Person calls, the timing of a call begins when the calling person is connected to a specified person, station or an agreed upon alternate.
- C. Chargeable time ends when the connection is terminated at any point.
- D. The timing of a call does not include time lost because of service faults or defects that are reported to the Company. No charge applies for incomplete calls where a connection is not made.
- E. The chargeable time for Time Warner Cable Information Services (Florida) long distance services is determined by the duration of the call, billed in whole minute intervals. Partial minutes of use will be rounded up to the next whole minute.
- F. The chargeable time for Time Warner Cable Information Services (Florida) calls is determined by the duration of the call, billed in whole minute intervals.

3.2.3 Determination of Mileage

- A. Rates for Message Telecommunications Service are not distance sensitive.

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SECTION 3 - SERVICE DESCRIPTION

3.2 MTS Service Offerings (cont'd)

3.2.4 Minimum Call Completion Rate

- A. A customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 90% during peak use periods for all Feature Group D services ("1+" dialing).

3.2.5 Determination of Charges

- A. The charges for MTS calls are determined by the:

- Class of call
- Duration of call

- B. The total amount of the call will be rounded to the nearest cent if the computed rate of the call results in a fractional charge.

3.2.6 Billing Increments

The minimum call duration for billing purposes is 1 minute for a connected call and calls beyond 1 minute are billed in 1 minute increments.

3.2.7 Uncompleted Calls

There shall be no charges for uncompleted calls.

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SECTION 4 - RATES

4.3 Determining Applicable Rate in Effect

For the initial minute, the rate applicable at the start of chargeable time at the calling station applies. For additional minutes, the rate applicable is that rate which is in effect at the calling station when the additional minute(s) begin. That is, if chargeable time begins during the Day Period, the Day Rate applies to the initial minute and to any additional minutes that the call continues during the rate period. If the call continues into a different rate period, the appropriate rates from that period apply to any additional minutes occurring in that rate period. If an additional minute is split between two rate periods, the rate period applicable at the start of the minute applies to the entire minute.

4.4 Special Promotions

The company will, from time to time, offer special promotions to its customers waiving certain charges. These promotions will be approved by the FPSC with specific starting and ending dates, and be made part of this tariff.

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SECTION 4 - RATES

4.1 Time Warner Cable Information Services (Florida) Long Distance Service

Long Distance

Per Minute of Use

\$0.19

Plan is billed in full minute increments.

4.2 Operator Services

4.2.1 Usage Rates

The rate found under Section 4.1 shall apply.

4.2.2 Operator Charges

Collect Station-to-Station
Collect Person-to-Person
Person-to-Person
Station-to-Station
Operator Dialed Surcharge

Per Use

\$1.60

\$3.25

\$3.25

\$1.60

\$1.60

ISSUED DATE: November __, 2001

By:

Mary Carroll Huey
290 Harbor Drive
Stamford, CT 06902

EFFECTIVE DATE: JAN 1 0 2002

Bright House Networks Information
Services (Florida), LLC

ida), LLC

Florida Tariff No. 1
Original Sheet 26

JS

SECTION 4 -- RATES

4.5 Special Rates for the Handicapped

4.5.1 Directory Assistance

There shall be no charge for up to fifty calls per billing cycle from lines serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 within a billing cycle.

4.5.2 Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

4.5.3 Telecommunications Relay Service

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

ISSUED DATE: November __, 2001

EFFECTIVE DATE: JAN 10 2002

By:

Mary Carroll Huey
290 Harbor Drive
Stamford, CT 06902

EXHIBIT 17

Thank you for choosing Bright House Networks as your new residential telephone service provider. We are confident you will enjoy the value and convenience of Bright House Networks Digital Phone.

As a new customer, you will experience the many benefits of Bright House Networks Digital Phone:

- * Digital Phone is a multi-feature, residential phone service available from Bright House Networks. This is as simple and easy to use as your existing phone service.
- * Even better, Bright House Networks Digital Phone offers unlimited local and long distance calling anywhere in Florida, the U.S. (including Alaska and Hawaii, Guam, Puerto Rico, the U.S. Virgin Islands and the Northern Mariana Islands) and Canada for one low price. Plus, there are no local toll charges.
- * Digital Phone offers the most popular calling features and benefits at no extra charge.
 - Voice Mail, so you can store and retrieve messages.
 - Call Waiting, so you never miss an important call.
 - Caller ID, so you can find out who's calling before you answer.
 - Call Waiting with Caller ID, so you can find out who's calling before you accept the call.
 - Call Forwarding, so you can get your calls, even away from home.
- 611 — a dedicated phone number for 24/7 local Digital Phone Customer Care. (When away from your home, call 1-888-275-5887 for Digital Phone Customer Care.)
- One convenient statement for all your services from a company you know and trust.

We are confident you will appreciate the value and convenience of Digital Phone. Bright House Networks is proud to offer you solutions for all of your home entertainment and communications needs, including Cable Television, High Speed Internet and Digital Phone.

Sincerely,

Bright House Networks

Never miss a call again. Voice Mail records messages when you are not available.

Set up Voice Mail

It will take a few minutes to set up your Voice Mail account. Once set-up is complete, your Voice Mail will be ready to receive messages.

1. Dial your Digital Phone telephone number, then press ***5** during the welcome message to access your Voice Mail.

(You can also just dial the Voice Mail access number, 407.702.1500.)

2. Enter your Bright House Networks Digital Phone 10-digit telephone number, then press **#**. (Just press **#** if you are calling from your home telephone.)
3. The Voice Mail system will ask for your temporary Personal Identification Number (PIN). Enter the temporary PIN, which is the last four digits of your Digital Phone telephone number.
4. The Voice Mail system will prompt you to select a four-digit PIN. Enter the new PIN and press **#**.
5. The system will then ask you to verify your PIN. Enter it a second time and press **#**.
6. The Voice Mail system will prompt you to state your name and press **#**. This creates a recording that will be heard when retrieving and forwarding messages.

To use the recording of your name, press **1**.

To listen to the recording of your name, press **2**.

To record your name again, press **3**.

7. The Voice Mail system will ask you to record a greeting and then press **#**. This is the greeting callers will hear when you are unable to answer the phone.

To use the recording of your standard greeting, press **1**.

To listen to the recording of your standard greeting, press **2**.

To record your standard greeting again, press **3**.

8. Once your Voice Mail account set-up is complete, you will have the opportunity to listen to the main menu, or, if you are finished, simply hang up to exit. You may also exit by pressing **#**.

Retrieve messages

You can retrieve messages from your Bright House Networks Digital Phone at home or, while you are away from home, using any touch-tone phone.

1. Dial your Digital Phone telephone number, then press ***5** during the welcome message to access your Voice Mail.

(You can also just dial the Voice Mail access number, 407.702.1500.)

2. Enter your Bright House Networks Digital Phone 10-digit telephone number, then press **#**. (Just press **#** if you are calling from your home telephone.)
3. Enter your PIN followed by **#**. The Voice Mail system will tell you how many messages you have.
4. Press **1** to listen to Voice Mail messages.

Note: For faster access, program your Digital Phone number or the Voice Mail access number in speed dial.

Manage Voice Mail

SAVE A MESSAGE

Once you have retrieved a message, you have the option of saving it by pressing **#** at the conclusion of the message. The next message will begin immediately.

REPLAY A MESSAGE

Once you have listened to a message, you have the option of replaying it by pressing **1** at the conclusion of the message.

REPLY TO A MESSAGE

1. To reply to a retrieved message, press **2** immediately at the conclusion of the message.
2. The Voice Mail system will prompt you to ensure that you want to reply to the Voice Mail message. When you hear the prompt, press **2** again.
3. The Voice Mail system will ask you to record your reply. Record your message after the tone and press **#** when completed and ready for delivery.
4. Press **1** to send the reply Voice Mail message.
5. Press **1** again to confirm that you want to send the reply message with the standard delivery options.
6. Your reply message has been sent to the original caller.

NOTE: You can only send a reply message to another Digital Phone Voice Mail user.

ERASE A MESSAGE

Once you have retrieved a message, you have the option to erase it by pressing **3** immediately at the conclusion of the message.

RETRIEVE ERASED MESSAGES

1. If you have accidentally erased a Voice Mail message, press ***** and **7** to back up to the previous message until you reach the message you deleted. If you are in the main menu, press **1** to listen to your saved messages. The system identifies the message as deleted.
2. After listening to the previously retrieved and erased message, you can manage it as described by the Voice Mail system, or re-save the message by pressing **#**.

NOTE: You can retrieve any message that you deleted during the same Bright House Networks Digital Phone Voice Mail session.

MARK A MESSAGE AS NEW

Once you have retrieved a message, you have the option of marking the message as new. You may also mark messages that you have previously saved as new.

To mark a message as new, press **6** immediately after listening to the message. The next time you access Voice Mail, the message will be retrieved as though it were a new message.

REWIND A MESSAGE

To rewind a message several seconds anytime during message playback, press **7**.

ADVANCE A MESSAGE

To advance a message several seconds during message playback, press **9**.

FORWARD A MESSAGE

Once you have retrieved a Voice Mail message, you have the option of forwarding the message to another Bright House Networks Digital Phone subscriber.

1. To forward the message, press **4** immediately at the end of the message.
2. Enter the Bright House Networks Digital Phone 10-digit telephone number of the person to whom you wish to forward the message, and then press **#**.
3. The Voice Mail system will confirm receipt of the Bright House Networks Digital Phone number of the person to whom you are forwarding the Voice Mail message. Press **#** again.
4. Press **1** to forward the Voice Mail with a personal comment. The Voice Mail system will prompt you to record your personal message. Record a message and press **#**. Press **2** to forward the message without a personal comment.
5. Press **1** to forward the message.
6. Press **1** again to confirm that you want to forward the message with the standard delivery options.

Your message has been forwarded. You can now manage the message as you like.

See who's calling before you answer the phone. If your telephone is equipped with Caller ID functionality, the name and telephone number associated with an incoming call will appear on your display screen.

Caller ID requires the lease or purchase of a display telephone or add-on display unit.

How to use Caller ID

When you receive a call, wait until your telephone completes the first ring. The telephone number and the name associated with that number automatically appears on your Caller ID screen.

If a letter "P" or "Private" appears on your display after the first ring, the caller may have blocked the display of their name and number by pressing *67 before placing the call.

If "unknown name," "unknown number," "out of area," or "O" appears, the caller is in an area that does not support Calling Number services.

Block Caller ID

To block your name and number from appearing when you make a call, press *67 (or dial 1167 on a rotary) before making the call.

You can use your telephone without missing other calls. When another caller is trying to reach you, a special tone alerts you to a waiting call. The person calling you hears normal ringing. If you have Caller ID functionality, the name and number associated with the waiting call will appear on the screen.

Answer a waiting call

To answer a waiting call or to alternate between callers, simply press and quickly release the **RECEIVER** or **FLASH** button on your phone. While you talk with one caller, the other caller will automatically be placed on hold. Each conversation remains private.

To end either call, hang up the phone while connected to the call you want to end. Your phone will automatically ring. When you answer, you'll be connected with the other caller.

Disable Call Waiting

To disable Call Waiting for the duration of a call, press *70 during the incoming call.

You can forward all your calls to an alternate phone number using Call Forwarding.

While Call Forwarding is active, your phone will ring once as a reminder, but you cannot answer calls. However, you can place calls from your telephone in the normal manner.

Set up Call Forwarding

To set up Call Forwarding, lift the handset. When you hear the dial tone, press *72. When you hear the dial tone again, dial the telephone number to which you would like your calls forwarded. When the call is answered, Call Forwarding is activated for subsequent calls.

To forward calls to a destination that does not answer, is busy or has a "do not disturb" feature activated, repeat the Call Forwarding procedure again within two minutes of the first attempt. This second attempt will be followed by a confirmation tone to indicate successful feature activation.

Cancel Call Forwarding

To cancel Call Forwarding, lift the handset. When you hear the dial tone, press *73. There will be a confirmation tone, indicating that the forwarding has been cancelled, followed by the normal dial tone. Replace the handset.

Customers want an alternative to their traditional phone companies. We believe Bright House Networks has a better solution. With convenient flat-rate billing, there are no surprises on your statement, or confusion over hidden charges. You have the freedom to call whom you want, when you want, and talk as long as you like with Digital Phone.

More FAQs can be found at:

www.cfl.mybrighthouse.com/customer-care/faq/faq_digital_phone.asp

About Digital Phone

A Digital Phone is a residential telephone service that allows you to call anyone reliably and easily, for the same rate, no matter whom you call or how long you talk, locally or nationally. Call anywhere in the U.S., including Alaska, Hawaii, Guam, Puerto Rico, the U.S. Virgin Islands and Northern Mariana Islands, and Canada.

A Most residents who live within a Bright House Networks service area will be able to get Digital Phone service.

A You make and receive calls exactly as with any traditional telephone service.

A Although some customers have told us they receive a clearer connection with Digital Phone, you shouldn't experience any change in the quality of your local or long distance calls.

A Digital Phone offers both local and long distance services; it can completely replace your current residential service, or you can use Bright House Networks Digital Phone in addition to your current service.

A You can keep your existing phone number in most cases when moving within the same area code. Bright House Networks must verify availability with each phone number.

A Digital Phone requires only your own phones and the Bright House Networks modem that is supplied with your phone service. Typically, any standard touch-tone or rotary-dial phone will work.

In addition, most answering machines, fax machines, and Caller ID display equipment work with Digital Phone. Digital Phone includes Voice Mail with its service, so you may not need to keep your answering machine.

A Digital Phone will have no impact on Home Networking, although at this time, Bright House Networks Home Networking customers will have to keep their Home Networking portal in addition to the Digital Phone modem.

Yes. Bright House Networks does not offer a calling card connected with Digital Phone. Calls made with a calling card will be separately billed and will not be a part of your Digital Phone billing statement. Use Digital Phone with a prepaid calling card just as you would any other traditional phone company.

Services

A Dial 411 for Directory Assistance, and 0 for Operator Assistance.

A Digital Phone uses a separate connection to the Digital Phone modem for phone and High Speed Data, enabling customers with both Digital Phone and High Speed Data to make calls and download data from the Internet at the same time.

A Digital Phone customers can use MCI 10-10-220, 99¢ for all calls up to 15 minutes, and just 15¢ a minute after that.

WELCOME GUIDE



Bright House Networks

Digital Phone

Q Will I be able to make international calls with Digital Phone?

A Yes. Simply dial as you normally would, i.e., 011 + country code + city code + plus the number of the person or company you are trying to call. Calls to international locations other than Canada are not included in your monthly plan, but rates are competitive with other major providers.

Installation

Q How much is the Digital Phone calling plan?

A The Digital Phone calling plan offers unlimited calling for as low as \$39.95 per month, plus taxes and fees.

Q How do I arrange for Digital Phone installation?

A To order Digital Phone, call Bright House Networks and a customer service representative will take your order, collect the information needed to provide your Digital Phone and schedule your installation. You can also visit our website at cfl.mybrighthouse.com to schedule your installation.

Q How soon can I get my Digital Phone installed?

A For new telephone numbers, Bright House can install service in three to seven days after initial order. For customers taking advantage of keeping their existing number, installation may take from seven to 14 business days.

Q Can all the phones in my home be connected, and will they work with Digital Phone?

A Yes. All of the phones in your home can be connected to the same Digital Phone number if you choose.

Q Will I receive a telephone book after my installation?

A If you will be using a new number, you will receive a local phone directory a few days after your installation. However, if you are keeping your current phone number, you will not automatically receive a new phone book. You will receive a new phone book as part of the annual general market distribution.

Customer Care

Q How do I call Customer Care if I have a problem with my Digital Phone?

A Dial 611 from your Digital Phone home phone or 1-888-275-5887. Customer service is available 24/7, 365 days a year.

Q Will my monitored security alarm system work with Digital Phone service?

A The Digital Phone service has been designed to work with monitored alarm systems, and has been tested and is compatible with major alarm systems. We also strongly recommend that you test, and that you have your alarm company test, the alarm system after your Digital Phone installation.

Q Will my monitored medical alert system work with Digital Phone service?

A The Digital Phone service is compatible with most monitored medical alert systems. We strongly recommend that you test, and that your monitoring company test, the alert system after your Digital Phone installation.

Q Does Bright House Networks Digital Phone support 911 emergency services?

A Yes. We not only support 911, but take it one step further and offer Enhanced 911. E911 enables the operator or dispatcher to automatically identify the phone number and address of the person who is calling from using Digital Phone. The Enhanced 911 service provides you with the security of delivering your location information automatically.

Q What if the equipment is damaged?

A Depending on the type of damage sustained, Bright House Networks will follow our standard policy on replacing the equipment.

Q How do I refer someone to Bright House Networks service?

A Have them call us at 1-877-892 (EAST) or visit our web site at www.mybrighthouse.com for more details.

Q Will I be provided a detailed breakdown of my call activity with Digital Phone?

A You can access your call detail through the Digital Phone Statement at cfl.mybrighthouse.com



Terms of Service

Digital Phone local and long distance plan

With Bright House Networks Digital Phone you can call anyone, anytime, anywhere in the United States as often as you would like,

for one low monthly price. Customers can keep their same phone number, and Bright House Networks Digital Phone works with existing phones and outlets.

Digital Phone features

Voice Mail allows you to retrieve and save messages.

Call Waiting alerts you when there's another incoming call.

Caller ID identifies incoming callers so you know who is calling before you answer the phone. (Caller ID requires a telephone equipped with Caller ID functionality.)

Call Forwarding allows you to forward your incoming phone calls to another telephone number.

International calls

You can make international calls with Bright House Networks Digital Phone the same way you do with the service you have now. Simply dial as you normally would. (Example: 011 + country code + city code + the number of the person or company you are trying to call). Calls to international locations other than Canada, Guam, Puerto Rico, U.S. Virgin Islands and Northern Mariana Islands are not included in your monthly plan, but rates are competitive with other major providers. Country codes and international rates are available on the Bright House Networks website: cfl.mybrighthouse.com/services/digitalphone/callingrates

Directory Assistance and Operator Services

Calls to Directory Assistance (411) and Operator Services (0) are offered at an extra charge and will be listed on a separate line of your Bright House Networks statement. Current rates for Directory Assistance and Operator Services are as follows:

Directory Assistance Local (411): \$.60 per call

Directory Assistance National: (1- area code 555-1212): \$.95 per call

Directory Assistance International (00): \$.65 per call

Person-to-Person: \$5.50 per call and \$.80 per minute

Station-to-Station: \$5.00 per call and \$.80 per minute

As of 6/1/04. Surcharge and cost per minute rates subject to change.

Billing

In addition to listing charges for your other Bright House Networks services, your statement will also include a line item for your Bright House Networks Digital Phone, and an additional line item for any charges that may result from Directory Assistance, Operator Services and calls to international locations. You will not be charged for disconnection or termination of your Bright House Networks Digital Phone.

Additional billing information and call detail can be viewed at cfl.mybrighthouse.com/myaccount, including details relating to your local, intrastate, and interstate calls, as well as calls to international locations, Directory Assistance and Operator services.

Should you wish to receive a particular month of call detail records in the mail, contact Bright House Networks, by dialing 611 using your Bright House Networks Digital Phone, or call 1-888-275-5887.

All charges listed on your Bright House Networks statement, including your existing services and charges associated with your Bright House Networks Digital Phone, will be payable and due on the due date indicated on the statement. It is the customer's responsibility to report billing errors immediately upon receipt so that the service levels can be verified. Bright House Networks is not responsible for disputed service charges not reported within 90 days of initial billings. To receive credits or rebates for interruption of service, call Customer Service or send a written request.

Additional late charges may be levied for Cable or Internet service not paid in full by the due date on your Bright House Networks statement. All services must be current to avoid disconnection, and nonpayment of any portion of your Bright House Networks statement for Cable, High Speed Internet, and Bright House Networks Digital Phone will result in disconnection of all services including Bright House Networks Digital Phone. Account holders are liable for all services rendered by Bright House Networks prior to customer's request to terminate service. All equipment remains the property of Bright House Networks. Finally, nonpayment of any portion of your statement charges for Cable television, High Speed Internet, and/or Bright House Networks Digital Phone will result in disconnection of all of these services. In addition to these items, your Bright House Networks statement will include new regulatory fees associated with your Bright House Networks Digital Phone. On your statement you will see an Enhanced 911 Surcharge, which is a charge billed on behalf of the municipality in which you live. Your local government asks that you pay this small charge each month to help provide for emergency services to your community. In addition, your statement will include a Federal Universal Service Fund contribution, which is to recover the amount that telecommunications providers must contribute to the Federal Universal Service Fund, a fund that helps keep



local phone rates affordable. Finally, although it does not appear separately on the statement, the price of your Bright House Networks Digital Phone includes a contribution to the Telecommunications Relay Service fund, which assists the hearing and speech impaired to communicate with providers of telecommunications services.

Other terms

Bright House Networks may disconnect your Bright House Networks Digital Phone upon twenty (20) days notice. In addition, please note that Bright House Networks Digital Phone is not a powered service, so in the case of a power outage it will continue to work as long as the battery in the modem remains charged. Once the battery is no longer charged, the Bright House Networks Digital Phone, including the ability to access emergency 911 and E911 services, will not be available.

Bright House Networks will wire your alarm service to Digital Phone at your request, but cannot guarantee the reliability of residential alarm connection with Bright House Networks Digital Phone. We recommend that you have your alarm company inspect the set up after your Bright House Networks Digital Phone installation. Alternatively, you may choose to maintain a separate basic phone line from your existing phone provider dedicated exclusively to your security system. Upon your receipt of this information, you may, for any reason, cancel your order for Bright House Networks Digital Phone without any penalty or further obligation. As with all Bright House Networks products, you're also eligible for a 30-day, money-back guarantee. Additional services incurred during the first 30 days, such as International calls, Directory Services and Operator Assistance, are independent of this guarantee and will be billed and due in the event of cancellation.

Finally, your Bright House Networks Digital Phone is governed by the Subscription Agreement you received with your installation materials, the Subscriber Privacy Notice in this booklet, and your Cable Modem Subscription Agreement.

We, as your local Bright House Networks cable operator ("Operator," "we" or "us"), are providing this Notice to inform you of our practices regarding personally identifiable information that may be collected in the course of providing services to you over our cable system, including cable programming services, ISP Services, and Digital Phone services ("cable-based services"). This Notice is being provided in accordance with the Cable Communications Policy Act of 1984 (the "Cable Act"). In addition to the Cable Act, this Notice also makes reference to the Electronic Communications Policy Act of 1986, as amended ("ECPA"), and the Online Copyright Infringement Liability Limitation Act of 1998 ("Copyright Act"), which are also applicable if you are a subscriber to an ISP service provided by us over our cable system (an "ISP Service").

This Notice pertains to personally identifiable information about you that you have furnished to us, or that we have collected, in connection with the provision of cable-based services to you. Personally identifiable information does not include aggregate data that does not identify you.

The Cable Act's subscriber privacy provisions apply to cable operators, as defined in the privacy provisions of the Cable Act ("Cable Operators"), providing cable and other services over their systems.

Subscriber Privacy Notice

ISPs available over our cable system may provide subscribers with other information concerning their general privacy practices through additional policies and notices, which will continue to apply unless inconsistent with this Notice. You may wish to review these additional policies and notices.

You should also be aware that most of the content and applications provided through your ISP Service are provided by third parties, and that by accessing the online content of these third parties you may cause or enable the transmission by the system to them of personally identifiable information. The policies described in this Notice do not apply to such third parties. As noted above, these third parties may have their own privacy policies, which you may also want to review.

Seven areas are covered by this Notice:

1. The nature of personally identifiable information collected about you and the way such information is used;
2. The nature, frequency, and purpose of any disclosure that may be made of such information;
3. Disclosure of information to governmental entities and through legal process;
4. The period of time such information will be maintained;
5. Your online communications on your ISP Service;
6. The times and place you may have access to the information collected; and
7. Your rights under the Cable Act.



1. COLLECTION AND USE OF PERSONALLY IDENTIFIABLE INFORMATION

In order for us to provide service to you and operate efficiently, we collect the following types of information about you that may constitute personally identifiable information: your name, home, email and work address, telephone numbers, social security number, and credit and credit card information.

Depending on the services we provide to you, our records also may include information on billing, payment, damage and security deposits, maintenance and repairs, how many television sets you have connected to cable or that are cable ready, the location of these television sets in your home, the number and location of PCs in your home and your PC configuration, the service options you have chosen, and the number of converters, cable modems or other cable equipment installed in your home. We may remotely check your PC to the extent necessary to determine whether it is susceptible to unauthorized access or the dissemination of computer viruses. We may also keep records of research concerning subscriber satisfaction with our services, which are obtained from subscriber interviews and questionnaires. Additionally, we may have a record of whether you rent or own your home in the event that landlord permission is required prior to installing our cable facilities. We also maintain subscriber correspondence (via email or otherwise) and, if you are an ISP Service subscriber, we may keep records of violations and alleged violations of your ISP Service Subscription Agreement (your "Subscription Agreement") and other rules governing your use of the ISP Service. Finally, we may sometimes obtain from third parties publicly available information about our subscribers.

The information described in the preceding paragraph is used for purposes such as the following: to make sure you are being billed properly for the services you receive; to send you pertinent information about our services;

to maintain or improve the quality of our services; to answer questions from subscribers (i.e., for trouble-shooting); to ensure compliance with relevant law and contractual provisions; to market Cable television or other services or products that you may be interested in; and for tax and accounting purposes.

The operator's system, in delivering and routing the ISP Services, and the systems of ISPs available over our cable system, may automatically log information concerning Internet addresses you contact, and the duration of your visits to such addresses. We do not use or disclose any personally identifiable information that may be derived from these logs for marketing, advertising or similar purposes. Operator, as described above, as well as your ISP, in providing the ISP Service to you, also has access to personally identifiable information about you or your ISP account, including the name and address associated with a given IP address or, possibly, one or more e-mail accounts. You have consented, in your Subscription Agreement, to the collection of personally identifiable information as described in this paragraph. Under the Cable Act, a Cable Operator may also collect personally identifiable information over a cable system without subscribers' consent if it is necessary to provide services to subscribers, or to prevent unauthorized access to services or subscriber data.

ISPs provided over our cable system also may collect the following types of information that may constitute personally identifiable information:

Registration and account information, including your name, address, telephone number, screen names and email address(es), means of subscription, billing and payment (including credit card) information, and complaint and service history.

Account usage information, including information about how often and how long you use the relevant ISP Service, areas of the ISP Service visited and

features of the ISP Service selected or used, and purchases that you have made through the ISP Service;

Technical information, including information about your computer system, its software and modem, and your geographical location;

Other subscriber information, including preference and other information you provide when you use or personalize your use of your ISP Service, information provided by ISPs' business partners, information you publish on the ISP Service, and information from other sources (for example, publicly available supplementary data).

The information collected by ISPs provided over our cable system in connection with the provision of ISP Service and maintenance of the relevant ISP Service and to fulfill transactions that you request, to personalize or improve your online experience, or as otherwise necessary in the course of their businesses (for example, in audits, billing matters, or research). Such ISPs may also use this information to provide advertising and other offers for goods and services to you, subject to the marketing preferences you may select when using their ISP Services. If you are a subscriber to one or more of the ISPs provided over our cable system, you have consented in your Subscription Agreement(s) to the collection of such information for the uses described above.

Cable Operator is not responsible for the performance of ISPs provided over our cable system in regards to their privacy policies or privacy requirements under federal or state law.

WELCOME GUIDE



2. DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION

Personally identifiable information that we maintain related to our subscribers will be disclosed by us without the prior written or electronic consent of subscribers only if: (1) it is necessary to render, or conduct a legitimate business related to the services that are provided to you; (2) such disclosure is required by law or legal process as described below; or (3) for mailing lists as described below.

The types of persons to whom information about you may be disclosed by us in the course of providing cable service to you include our employees and those of our related legal entities, agents, repair and installation subcontractors, sales representatives, accountants, billing and collection services and credit reporting agencies, consumer and market research firms, and authorized representatives of governmental bodies. Also upon reasonable request, personally identifiable information is disclosed to persons or entities with an equity interest in legal entities related to us when they have a legal right to inspect our books and records.

In addition, if you are an ISP Service subscriber, information, including personally identifiable information, may be shared between us and your ISP in providing the ISP Service. The types of persons to whom information about you may be disclosed in the course of providing an ISP Service to you may include, in addition to those persons listed above, your ISP and its employees or other entities who provide content and/or services to the ISP Service or to you via the ISP Service.

Information for billing purposes is generally provided by us on a monthly basis to billing vendors. Information for other purposes is provided by Operator as it is needed. Unless you object by written notice to us, the Cable Act also permits Cable Operators to disclose personally identifiable information to others, such as advertisers.

and direct mail or telemarketers, for non-cable related purposes. Under the Cable Act, any disclosures for

graphs of this Section 2 and in Section 3 of this Notice is limited to the following "mailing list information": your name, address and the particular services to which you subscribe (e.g., HBO or other premium channels or tiers of service). In addition, we may add to our mailing list publicly available information about subscribers that is obtained from third parties. Mailing list information cannot include the extent of your viewing or use of a particular service, including the extent of your use of any ISP Service, or the nature of any transaction you make over the cable system. We may disclose such mailing list information to others from time to time. If you wish to have us remove you from our mailing list, please notify us in writing at the main office of your local Operator.

In addition to any disclosures permitted in the first paragraph of this Section 2, ISPs provided over our cable system may also disclose, pursuant to the consent you granted in your Subscription Agreement, the personally identifiable information described in Section 1 in connection with the provision of services to you, in order to fulfill transactions that you request, to personalize your online experience, to comply with criminal or civil legal process (including as described in Section 3 of this Notice), and as otherwise necessary in the ordinary course of their businesses. For example, such ISPs may disclose your personally identifiable information routinely to their employees, agents and contractors to maintain, market, provide, and audit your ISP Service; to outside auditors to check their records; to attorneys and accountants as necessary to render services to such ISPs; and to merchants from whom you make purchases. The frequency of such disclosures varies according to business needs. The names and addresses of subscribers to ISPs provided over our cable system may also be disclosed to selected companies in order to provide you

chl.mybrighthouse.com/services/digitalphone • Dial 611 for Customer Care

3. DISCLOSURE OF INFORMATION TO GOVERNMENT ENTITIES AND OTHER LEGAL PROCESS

Under federal law, the government may require Operator or your ISP to disclose subscriber record information (but not cable program selections or the content of communications) pursuant to a warrant, court order, subpoena, or other legal process without any notice to you and without your consent.

Under ECPA, a governmental entity may obtain basic subscriber information pursuant to an administrative subpoena, a government subpoena, including: name, address, local & long distance telephone connection records, or records of session times and durations; length and types of service; telephone or instrument number or other subscriber number or identity, including any temporarily assigned source of payment for such service (including any credit card or bank account number). Other subscriber information (not including cable program selections and the contents of communications) may be obtained by the government pursuant to a court order or search warrant.

In addition, under the Cable Act, the government may obtain a court order requiring Operator to produce a subscriber's cable programming records and notify the subscriber that it has produced them. To obtain the contents of emails, the government must obtain a warrant if the email has been stored 180 days or less, or a



subpoena or court order, with notice by the government to the subscriber, if the email contents have been stored more than 180 days. In addition, pursuant to an administrative subpoena, state welfare agencies may obtain the names and addresses of individuals as they appear in the subscriber records of cable companies with respect to those who owe, or are owed, welfare support.

If you subscribe to an ISP Service, a private party may use a subpoena under the Copyright Act to obtain information about you in order to protect its copyright against infringement, without any notice to you.

In your Subscription Agreement, you have agreed that Operator and ISPs provided over our cable system may also disclose any information in its possession to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

4. TIME PERIOD THAT WE RETAIN PERSONALLY IDENTIFIABLE INFORMATION

Operator maintains personally identifiable information about subscribers for as long as it is necessary for business purposes. This period of time lasts as long as you are a subscriber and up to fifteen additional years so that we can comply with tax and accounting requirements. When information is no longer necessary for these purposes, we destroy the information unless there is a legitimate outstanding request or order to inspect the information.

5. YOUR ONLINE COMMUNICATIONS ON AN ISP SERVICE

In addition to the situations described in Section 3, ECPA provides for other exceptional circumstances under which Operator and/or your ISP may be compelled to disclose information about you or your communications, or are permitted to disclose such information. For example, such information may be disclosed to law enforcement if it appears to be evidence of child por-

nography, or was inadvertently obtained and appears to pertain to a crime. Such disclosure is also permitted to an addressee or intended recipient (or his or her agent), or to a person involved in forwarding such information to its destination; when it is necessarily incident to providing service or to protect our rights or property; to others with your consent or the consent of an addressee or intended recipient (or his or her agent) of communications sent by you; or as otherwise provided for by law. In your Subscription Agreement, you have agreed that Operator may disclose any information in their possession to protect their rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

6. ACCESS TO RECORDS

Under the Cable Act, you have the right to inspect the records of a Cable Operator that contain personally identifiable information about you and correct any errors in such information. If you wish to inspect these records, please notify Operator in writing and an appointment at our local business office will be arranged during our regular business hours.

7. YOUR PRIVACY RIGHTS UNDER THE CABLE ACT

The Cable Act provides you with a cause of action for damages, attorneys' fees and costs in Federal District Court should you believe that any of the Cable Act's limitations on the collection, disclosure, and retention of personally identifiable information have been violated by a Cable Operator. Your Subscription Agreement contains your agreement that, to the extent permitted by law, any claims that you have under the Cable Act will be decided in arbitration and attorneys' fees and punitive damages will not be available.

Residential Digital Phone Agreement

Bright House Networks Information Services, LLC ("Bright House Networks") is pleased to provide you with a Bright House Networks Digital Phone. Below are the terms and conditions that will apply to you as a Bright House Networks Digital Phone customer. Your use of Bright House Networks Digital Phone will be deemed acknowledgment that you have read and agreed to these terms of service.

1. DEFINITIONS

- (a) "Agreement" means this Bright House Networks Digital Phone Agreement, as it may be amended from time to time by Bright House Networks.
- (b) "Bright House Networks Equipment" or "Equipment" is defined in Section 4(c).
- (c) "Bright House Networks Parties" means Bright House Networks and its corporate parents, affiliates and subsidiaries and their respective directors, officers, employees and agents.
- (d) "Service" means the Bright House Networks Digital Phone.
- (e) "Software" means the computer software, if any, licensed by Bright House Networks to you to access Bright House Networks Digital Phone, or licensed by Bright House Networks to you to facilitate installation or distribution of Bright House Networks Digital Phone.
- (f) "Subscriber Materials" means the handbooks, manuals and other guide materials provided by Bright House Networks to you regarding use of Bright House Networks Digital Phone.
- (g) "Subscriber Privacy Notice" means the Subscriber Privacy Notice described in Section 11, as it may be amended from time to time by Bright House Networks.



(h) "Terms of Use" means all rules, terms and conditions described in this Agreement or otherwise established now or hereafter by Bright House Networks regarding permissible or impermissible uses of, or activities related to, Bright House Networks Digital Phone.

(i) "You" or "your" means the subscriber account holder authorized by Bright House Networks to access and use Bright House Networks Digital Phone.

(j) "We" or "us" means Bright House Networks.

2. GENERAL

(a) This Agreement, in addition to the Subscriber Privacy Notice and the price list and/or any applicable tariff(s) we have filed at the Florida Public Service Commission, which are incorporated into this Agreement by reference, provide the terms and conditions governing Bright House Networks' provision of its Digital Phone to you. We are not bound by any other representation, warranty, term or condition, or statements or agreements made by any employee or agent of Bright House Networks, other than as specifically described in this Agreement. Either you or Bright House Networks may terminate Bright House Networks Digital Phone at any time for any reason.

(b) Bright House Networks Digital Phone as offered and provided under this Agreement is available only to residential customers of Bright House Networks. You agree that except as otherwise expressly provided in this Agreement, all terms and conditions of the Cable Modem Subscription Agreement (including, without limitation, the disclaimer of warranty in that agreement) will also govern Bright House Networks Digital Phone, to the extent applicable, and the terms of the Cable Modem Subscription Agreement are incorporated into this Agreement by reference.

(c) The Bright House Networks Digital Phone is not a powered service. Under certain circumstances, including if the electrical power and/or Bright House

Networks cable network or facilities are not operating, Bright House Networks Digital Phone, including the ability to access emergency 911 and E911 services, will not be available.

(d) Enhanced 911 (E911) is a feature of Bright House Networks Digital Phone. Please note that the address associated with an E911 call is the authorized address where service was originally provided. If you move your cable modem to another location, you must notify Bright House Networks of the address change in order for that new address to be automatically sent to E911 services in the event that someone dials "911" from your Bright House Networks Digital Phone. The Bright House Network system will continue to send the original service address until you contact us to change the address for transmittal to E911 services.

(e) You expressly agree that you will not have the option of subscribing to a "local only" or "long distance only" service, nor will you be able to subscribe to a separate local, toll or long distance provider for use in conjunction with Bright House Networks Digital Phone.

(f) All non-voice communications equipment, including, but not limited to, home security systems that are not set up to make automatic phone calls, fax machines, and medical monitoring devices may not be compatible with Bright House Networks Digital Phone. In order to maintain these functions, you may be required to maintain a separate telephone wire connection to the local telephone company.

(g) Bright House Networks has the right at any time to add to, modify, or delete any aspect, feature or requirement of Bright House Networks Digital Phone. This includes (but is not limited to) equipment and system requirements. We also have the right to add to, modify, or delete any provision of this Agreement,

any Terms of Use established by us, the Subscriber Privacy Notice, and the price list and/or any applicable tariff(s) we have filed at the Florida Public Service Commission at any time. An online version of this Agreement, the Subscriber Privacy Notice, and the price list and/or any applicable tariff(s) filed by Bright House Networks at the Florida Public Service Commission, are accessible at mybrighthouse.com. We may revise the Agreement, the Subscriber Privacy Notice, the price list and/or any applicable tariff(s) from time to time, and we may change the online location of these documents periodically. In accordance with any applicable law, Bright House Networks will notify you of any significant change in these documents. If you continue to use the Service after we change any of these documents and provide you notice of the changes, you will be deemed to have consented to the changes. If you do not agree to any changes, you should stop using the Service and notify Bright House Networks that you are terminating the subscription to Bright House Networks Digital Phone.

(h) You represent and warrant that you are at least 18 years of age.

(i) You are responsible in all respects (including payment obligations) for all use of the Service under your account, whether or not you actually authorized the use. Your responsibility includes all calls to pay-per-call services, whether or not you actually authorized the call. You will be responsible for ensuring that all use of the Service under your account fully complies with this Agreement.

(j) You may not transfer all or a portion of your account, Bright House Networks Digital Phone or the Bright House Networks' Equipment to any other person or entity, or to a new residence or other location.



3. CHARGES

- (a) You agree to pay Bright House Networks for the following: (i) your recurring, monthly subscription fees for Bright House Networks Digital Phone, (ii) all usage-based charges (including but not limited to charges for international calls, directory assistance, and/or Bright House Networks assisted calls), and (iii) installation charges, if any. Charges for these items are provided in the price list and/or any applicable tariff(s) on file at the Florida Public Service Commission, and are subject to change. You also agree to pay all applicable local, state and federal fees and taxes. All charges are payable on the due date specified on the statement.
- (i) Recurring monthly Bright House Networks Digital Phone charges will be billed monthly in advance.
- (ii) Charges based upon actual use of the Service (including but not limited to charges for international calls, directory assistance, and/or Bright House Networks assisted calls) will be billed in the next practicable monthly billing cycle following such use, or as otherwise specified in the price list and/or any applicable tariff(s).
- (b) If you do not pay by the due date on the statement, we can charge you a late fee. Payment for Bright House Networks Digital Phone must be received by Bright House Networks on or before the due date stated on the statement. Failure to deliver payment by the due date is a breach of this Agreement. You agree that each time you fail to pay, it causes Bright House Networks to suffer damages in an amount that is difficult to ascertain with certainty. Bright House Networks has made a reasonable estimate to determine the damages caused by late payments generally and has used this estimate to set a late fee amount. The current late fee is listed in the list of charges on the price list and/or any applicable

tariff(s) can be provided upon request. Bright House Networks reserves the right to change the late fee amount at any time in the future upon notice to you of the new amount.

- (c) The availability of Bright House Networks Digital Phone is dependent upon you maintaining current accounts with Bright House Networks for cable modem service and, if applicable, cable television service. If your Bright House Networks Digital Phone account or any other account with Bright House Networks is past due, Bright House Networks may terminate Bright House Networks Digital Phone upon notice to you as required by applicable law. If Bright House Networks temporarily disconnects your Bright House Networks Digital Phone because you failed to pay for the service, Bright House Networks will provide the same level and quality of any 911 or E911 services you had access to prior to the temporary disconnection. If you continue to fail to pay, your service will be permanently discontinued and Bright House Networks will stop providing you with 911/E911 service.
- (d) If your account is past due and Bright House Networks sends a collector to your premises, a field collection fee may be charged. The current field collection fee is listed in the list of charges on the price list and/or any applicable tariff(s) and can be provided on request.
- (e) If you cancel Bright House Networks Digital Phone or the cable modem service, or if we discontinue either service for any reason including non-payment, and you wish to reconnect either service, you may be required, in addition to payment of all outstanding balances on all accounts with Bright House Networks, to pay a reconnect charge or trip charge (where applicable) before reconnection.

- (f) Bright House Networks may verify your credit standing with credit reporting agencies in accordance with applicable laws and require a deposit based on your credit standing. Regardless of credit standing, Bright House Networks may require a bank or credit card, or account debit authorization from you.
- (g) Bright House Networks may charge a service fee for all returned checks and account debit, bank card or charge card chargebacks. The current service fee is listed in the price list and/or any applicable tariff(s) or can be provided on request.
- (h) You will also be responsible for all other expenses (including reasonable attorneys' fees) incurred by Bright House Networks in collecting any amounts due under this Agreement that you have failed to pay.

4. INSTALLATION, EQUIPMENT AND CABLING

- (a) If self-installation is available and you elect to install the Service yourself, Bright House Networks will provide kits and instructions for self-installation.
- (b) In order to provide you with Digital Phone, Bright House Networks will physically disconnect your existing service to the local telephone company. By accepting Bright House Networks Digital Phone, you agree that Bright House Networks may disconnect your existing service to the local telephone company, and that we may disconnect, rearrange, splice or otherwise manipulate the existing telephone wiring on your premises on your behalf in order to connect the premises to Bright House Networks Digital Phone. You authorize Bright House Networks to make any preparations to the premises necessary for the installation, maintenance, or removal of equipment.
- (c) Any equipment provided by Bright House Networks to you will be considered "Bright House Networks Equipment" (also referred to in this Agreement as "Equipment") and will be subject to Section

Bright House Networks Digital Phone



WELCOME GUIDE

4(h) below. Any cabling installed by Bright House Networks will remain the property of Bright House Networks except as otherwise required by applicable law.

- (d) We have no obligation to install, support, maintain, repair or replace any computer, cable modem, cabling or other equipment that is not Bright House Networks Equipment.
- (e) Bright House Networks and its authorized agents may enter your premises, access Bright House Networks Equipment and access your computer(s) periodically during the term of this Agreement and after its termination to install, connect, inspect, maintain, repair, replace or alter the Equipment, to install or deliver the Software, or to disconnect and remove the Equipment.
- (f) Bright House Networks will have the right to upgrade, modify and enhance the Bright House Networks Equipment and Software from time to time through "downloads" from our network or otherwise.
- (g) If you are not the owner of the premises at which Equipment and Software are to be installed, you warrant that you have obtained the consent of the owner of the premises for Bright House Networks personnel and/or its agents to enter the premises for the purposes described in this Section 4. You will indemnify and hold Bright House Networks harmless from and against any claims of the owner of the premises arising out of the performance of this Agreement.
- (h) Bright House Networks Equipment and Cabling.
 - (i) The Bright House Networks Equipment is and at all times will remain the sole and exclusive personal property of Bright House Networks. You will acquire no ownership or other interest in this Equipment by virtue of payments made pursuant to this Agreement or the attachment of

any portion of them Equipment to your residence or otherwise.

- (ii) You will not open, alter, misuse, tamper with or remove the Bright House Networks Equipment, and you will leave it as it was and where it was when Bright House Networks installed it. You will not remove any markings or labels from the Equipment indicating Bright House Networks ownership or serial or identity numbers. You agree to safeguard the Bright House Networks Equipment from loss or damage of any kind, and (except for any self installation procedures approved by Bright House Networks) will not permit anyone other than a Bright House Networks authorized representative to perform any work on the Bright House Networks Equipment.
- (iii) If and when your Bright House Networks Digital Phone is disconnected or cancelled (for whatever reason) you agree that you no longer have the right to keep or use the Bright House Networks Equipment. In such event, you must return the Equipment in the same condition as when received, ordinary wear and tear excepted. You will promptly return the Equipment or notify us to come pick it up. If you do not promptly return the Equipment or schedule a pick-up, Bright House Networks may enter any premises where the Bright House Networks Equipment may be located for the purpose of disconnecting and retrieving the Bright House Networks Equipment. Failure of Bright House Networks to remove its Equipment does not mean that we have abandoned the Equipment. If you fail to return the Equipment, you will pay any expenses we incur in retrieving it. Bright House Networks may charge you a continuing monthly fee until any remaining Equipment is returned, collected by Bright House Networks or fully paid for by you

in accordance with Section 4(h)(iv). The current fee is listed in the list of charges on the price list and/or any applicable tariff(s) or can be provided on request.

- (iv) If the Bright House Networks Equipment is damaged, destroyed, lost or stolen while in your possession, you are liable for the cost of repair or replacement of the Equipment. If the Equipment is not returned to or retrieved by Bright House Networks as described in Section 4(h)(iii) upon termination of Bright House Networks Digital Phone, you will pay Bright House Networks, on demand, the collection fee for unreturned Bright House Networks Equipment provided in the price list and/or any applicable tariff(s) (without any deduction for depreciation, wear and tear or the physical condition of the Equipment).
- (v) If you fail to return the Equipment, Bright House Networks can charge your bank account or credit card (if debit authorization has been obtained from you) the amounts described in Sections 4(h)(iii) and 4(h)(iv), in addition to any other remedies or collection efforts. If Bright House Networks charges you a security deposit, our obligations regarding the security deposit will be governed by the terms of the deposit receipt provided to you at the time the deposit was collected.
- (vi) If and when your Bright House Networks Digital Phone is disconnected or cancelled, Bright House Networks may (but is not obligated to), remove any cabling installed by Bright House Networks on your premises, subject to applicable laws and regulations.
- (i) Software. If we license any Software to you, you may only use this Software as described in this Agreement. You will not do, or allow anyone else to do, any



of the following: any additional copying; any translation, reverse engineering or reverse compiling; or disassembly or modification of or preparation of any derivative works based on the Software. All of these activities are prohibited. If your Service is cancelled or disconnected, you will promptly return or destroy all Software provided by Bright House Networks and any related written materials.

5. SUBSCRIBER CONDUCT

- (a) Bright House Networks Digital Phone is a residential service offered for your personal, non-commercial use. The Service may only be used by you and members of your immediate household. You will not resell or redistribute (whether for a fee or otherwise) Bright House Networks Digital Phone, or any portion of the Service. You will not otherwise charge others to use Bright House Networks Digital Phone, or any portion of the Service. You agree not to use Bright House Networks Digital Phone for any enterprise purpose whether or not it is a for-profit enterprise.
- (b) You will not use Bright House Networks Digital Phone for any unlawful purpose, or for any use which you have not obtained all required governmental approvals, authorizations, licenses, consents and permits. Bright House Networks may disconnect your Bright House Networks Digital Phone, without prior notice, if we find, in our sole judgment, that your use is unauthorized or fraudulent.
- (c) Bright House Networks may disconnect your Bright House Networks Digital Phone, without prior notice, if we find in our sole judgment, that your use of the service is causing interference to others or you have tampered or allowed others to tamper with Bright House Networks Equipment. We may also disconnect your Bright House Networks Digital Phone, without prior notice, if there exist hazardous

conditions that would make your continued use of the service unsafe.

- (d) You may not assign, or transfer in any manner, the Service or any rights associated with the Service without the prior written consent of Bright House Networks. Bright House Networks will permit you to transfer your Service to another person or entity if you have paid all charges owed to Bright House Networks. Such a transfer will be treated as a disconnection of existing Service and installation of new Service, and the non-recurring installation charges provided in the price list and any applicable tariff(s) will apply.

6. REVIEW AND ENFORCEMENT

- (a) Bright House Networks may suspend your account, or cancel your account with notice as required by applicable law if Bright House Networks determines in its discretion that you have violated this Agreement or any of the Terms of Use. We may suspend or cancel your account even if you have only violated this Agreement or the Terms of Use once. If your account is suspended, you will not be charged for that period of time. If your account is canceled, you will be refunded any pre-paid fees minus any amounts due Bright House Networks.
- (b) You agree that Bright House Networks will have the right to take any action that Bright House Networks deems appropriate to protect Bright House Networks Digital Phone or Bright House Networks facilities and Bright House Networks equipment.

7. SUPPORT; SERVICE AND REPAIRS

Bright House Networks will repair damage to or, at our option, replace Bright House Networks Equipment, and otherwise attempt to correct interruptions of Bright House Networks Digital Phone, due to reasonable Equipment wear and tear, or technical malfunction of the Bright House Networks system or network, at our

expense. The Subscriber Materials contain details on contacting Bright House Networks for this support.

We have no other responsibility for support, maintenance or repair of any equipment, software or service, whether provided by a third party or you. For assistance with other technical problems, you should refer to the Subscriber Materials or the price list and/or any applicable tariff(s) for Bright House Networks Digital Phone. If any other support services are available from Bright House Networks, such services will be at additional charges as described in the Bright House Networks price list and any applicable tariff(s).

8. SERVICE INTERRUPTIONS; FORCE MAJEURE

We will credit your account for interruptions in Service that are not due to (i) your negligence or noncompliance with this Agreement and/or your noncompliance with the price list and/or any applicable tariff(s) or (ii) the operation or malfunction of the facilities, power, or equipment that you have provided. Such credits will be provided according to the credit policy described in the price list and/or any applicable tariff(s) for the part of the service that the interruption affects. Any such credit will be refunded on the next practicable statement for Bright House Networks Digital Phone issued by Bright House Networks to you. The Bright House Networks Parties will have no liability, including as described in this Section 8, for interruption of Bright House Networks Digital Phone due to circumstances beyond its control, including (without limitation), acts of God, flood, natural disaster, regulation or governmental acts, fire, civil disturbance, strike or weather.

**9. DISCLAIMER OF WARRANTY;
LIMITATION OF LIABILITY**

- (a) You agree that Bright House Networks Digital Phone is provided by Bright House Networks on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title or noninfringement or implied warranties of merchantability or fitness for a particular purpose, other than those warranties that are implied by, and incapable of exclusion, restriction, or modification under, the laws applicable to this agreement. Bright House Networks makes no warranty that Bright House Networks Digital Phone will be uninterrupted or error free. You further agree that all use of Bright House Networks Digital Phone is at your sole risk.

Without limiting the foregoing:

None of the Bright House Networks parties makes any warranties as to the security of your communications via Bright House Networks facilities or Bright House Networks Digital Phone, or outside the service to the internet, or that third parties will not gain unauthorized access to or monitor your computer(s) or phone communications. You agree that none of the Bright House Networks parties will be liable for any such unauthorized access. You have the sole responsibility to secure your computer and phone communications.

- (b) You understand that the installation, use, inspection, maintenance, repair, replacement or removal of Bright House Networks Digital Phone, equipment and software may result in damage to your computer(s) or other hardware, including software and data files stored thereon. You will be solely responsible for backing up all existing computer files prior to the performance of any of the foregoing activities. None of the Bright House Networks parties

will have any liability, and each expressly disclaims any responsibility whatsoever, for any damage to or loss or destruction of any software, hardware, data or files.

- (c) Except for the refund or credit as expressly provided in sections 6(a) and 8 respectively, in no event (including negligence) will any Bright House Networks party or any person or entity involved in providing Bright House Networks Digital Phone or equipment be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of or inability to use Bright House Networks Digital Phone, including the use or inability to access emergency 911 services, any action taken to protect Bright House Networks Digital Phone, or the breach of any warranty.
- (d) You hereby agree that the provisions of this section 9 will apply to all services included in, or accessible through, Bright House Networks Digital Phone, and are for the benefit of, and may be enforced by, all of the Bright House Networks parties.

10. INDEMNIFICATION.

You agree to defend, indemnify and hold harmless Bright House Networks from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to the use of Bright House Networks Digital Phone by you or otherwise arising out of the use of your account or any equipment or facilities in connection therewith, or the use of any other products or services provided by Bright House Networks to you.

11. PRIVACY

- (a) Your privacy interests, including your ability to limit disclosure of certain information to third parties, are addressed by, among other laws, the Communications Act and the Electronic Communications Privacy Act. Personally identifiable information that may be collected, used or disclosed in accordance with applicable laws, is described in our Subscriber Privacy Notice. You acknowledge receipt of the Subscriber Privacy Notice.
- (b) Bright House Networks may collect (whether automatically or otherwise) and share (with other Bright House Networks Parties) information of the type described in the Subscriber Privacy Notice (some of which may be deemed personally identifiable information as that term is used in the Communications Act of 1934) relating to you that Bright House Networks may acquire as a result of the provision of Bright House Networks Digital Phone. You hereby expressly consent to the collection by, and sharing between, Bright House Networks and other Bright House Networks Parties of such information.
- (c) In addition to actions and disclosures specifically authorized by law or statute or authorized elsewhere in this Agreement, Bright House Networks will have the right (except where prohibited by law notwithstanding your consent), but not the obligation, to disclose any information to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril. By accepting Bright House Networks Digital Phone, you consent to such actions or disclosures.



Office Locations and Hours

ORANGE COUNTY:

Orlando
(407) 291-2500
3767 All American Blvd.
Orlando, FL 32810
Hrs: 8:30 - 6:00 M - F
9:00 - 1:00 Sat

South Orlando
(407) 291-2500
4733 S. Orange Ave.
Orlando, FL 32806
Hrs: 8:30 - 6:00 M - F
9:00 - 1:00 Sat

East Orange County
(407) 291-2500
10376 E. Colonial Dr.
Orlando, FL 32817
Hrs: 8:30 - 6:00 M - F

West Orange County
(407) 291-2500
844 Maguire Rd.
Ocoee, FL 34761
Hrs: 8:30 - 6:00 M - F
9:00 - 1:00 Sat

OSCEOLA COUNTY:

Kissimmee
(407) 847-8001
301 Church St.
Kissimmee, FL 34741
Hrs: 8:30 - 6:00 M - F
9:00 - 1:00 Sat

SEMINOLE COUNTY:

Altamonte Springs
(407) 291-2500
911 N. State Rd. #34
Altamonte Springs, FL 32714
Hrs: 8:30 - 6:00 M - F
9:00 - 1:00 Sat

Sanford
(407) 645-4701
2617 S. French Ave.
Sanford, FL 32773
Hrs: 8:30 - 6:00 M - F

BREVARD COUNTY:

Melbourne
(321) 254-3300
720 Magnolia Ave.
Melbourne, FL 32935
Hrs: 8:30 - 5:30 M - F
Drive Through:
8:30 - 5:30 M - Th
8:30 - 7:00 F

Cape Canaveral/Cocoa Beach
(321) 254-3300
210 Center St.
Cape Canaveral, FL 32920
Hrs: 8:30 - 5:00 M - F

Titusville
(321) 631-3707
3550 S. Washington Ave.
Suite 5
Titusville, FL 32780
Hrs: 8:00 - 6:00 M, Th & F
9:00 - 6:00 T & W
10:00 - 2:00 Sat

Palm Bay
(321) 254-3300
4600 NE Dixie Highway
Suite 21
Palm Bay, FL 32905
Hrs: 8:00 - 5:00 M - F

Barefoot Bay/Smug Harbor
(772) 664-9400

VOLUSIA COUNTY:

Deland/West Volusia
(386) 775-7300
1655 State Rd. 472
Deland, FL 32724
Hrs: 8:00 - 6:00 M - F
9:00 - 3:00 Sat

Daytona Beach
(386) 760-9950
1475 S. Nova Rd.
Daytona Beach, FL 32114
Hrs: 8:00 - 6:00 M - F
9:00 - 1:00 Sat

Port Orange

(386) 760-9950
209 Dunlawton Ave.
Suite 15
Port Orange, FL 32127
Hrs: 9:00 - 5:00 M - F

Ormond Beach/Holly Hill
(386) 677-1232
159 W. Granada Blvd.
Ormond Beach, FL 32174
Hrs: 8:00 - 6:00 M - F
9:00 - 1:00 Sat

New Smyrna Beach, Edgewater & Oak Hill
(386) 423-1151

MARION COUNTY:

Bellevue
(352) 245-2408
10357 SE Highway 441
Bellevue, FL 34420
Hrs: 8:00 - 6:00 M - F
9:00 - 1:00 Sat

LAKE COUNTY:

Clermont
(352) 394-5541
1670 E. Highway 50
Suite D
Clermont, FL 34711
Hrs: 8:00 - 6:00 M - F
9:00 - 1:00 Sat

SUMTER COUNTY:

Wildwood
(352) 330-2897
730 S. Main St.
Wildwood, FL 34785
Hrs: 8:00 - 5:00 M - F

FLAGLER COUNTY:

Palm Coast
(386) 455-5464
211 St. Joe Plaza
Palm Coast, FL 32164
Hrs: 8:00 - 6:00 M - F
9:00 - noon Sat

EXHIBIT 18



Welcome)))

Digital Phone Kit

Hillsborough/E. Pasco

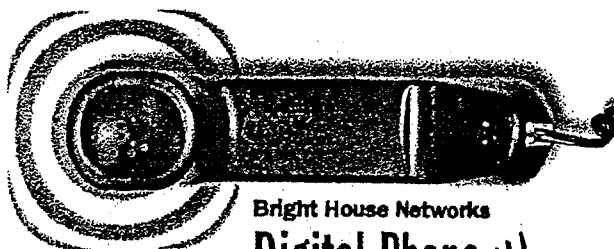
bright
house

Thank you for choosing Digital Phone, the residential telephone service from Bright House Networks. We are confident that you will enjoy the great value and convenience of Digital Phone service, which offers unlimited local and long distance calling anywhere in the U.S., Puerto Rico and Canada, as well as the most popular calling features at no extra charge.

Digital Phone works just like your regular phone. You will be able to use the phones you already have, and in most cases you will be able to keep your existing phone number. For answers to all of your Digital Phone questions, go to tampabay.mybrighthouse.com/digitalphone. You can call us at 611 from your Digital Phone or 813-436-2325 in Hillsborough and 813-377-0228 in East Pasco from any other phone.

Following are several Frequently Asked Questions, and a How-To Guide. For Troubleshooting Tips, turn to the back page of this booklet.

Thank you)))



Hillsborough/E. Pasco

Bright House Networks

Digital Phone)))

Calling Feature Instructions

Managing Voice Mail Messages

Pin # _____

Retrieving Messages at Home

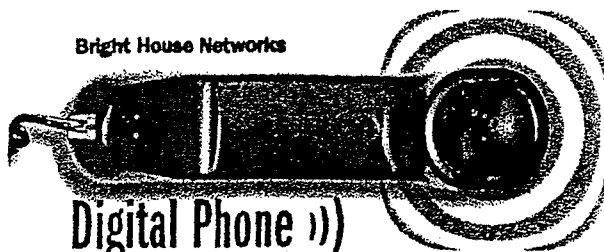
1. Dial your access number: (813) 383-5300
2. At welcome message press the pound (#) key
3. Enter your PIN followed by the pound (#) key.
4. Press the 1 key to hear voice mail messages.

Retrieving Messages Away From Home

1. Dial your home phone number. Wait for your voice mail to answer and then press star (*) 5.
2. At welcome message enter your 10-digit telephone number and press the pound (#) key.
3. Enter your PIN followed by the pound (#) key.
4. Press the 1 key to hear voice mail messages.

Saving a Voice Mail Message

Press the pound (#) key at the end of the message. Voice mail will save the message and play the next message automatically.



Bright House Networks

Digital Phone)))

Calling Feature Instructions

• Unlimited local calls • In-State Calls • Long Distance in the U.S.

Replaying a Voice Mail Message

Press the 1 key when the message is complete. Voice mail will replay the message.

Managing Voice Mail Messages

Replying to a Voice Mail Message

The message must be from another Bright House Networks Digital Phone.

1. Press the 2 key, after you have retrieved and listened to the message.
2. Follow prompts to record your reply and send it to your caller.

Erasing a Voice Mail Message

Press the 3 key at the end of the message.

Retrieving an Accidentally Erased Message

Press the star (*) and 7 keys to back up to the deleted message. You can save the message by pressing the pound (#) key or erase the message by pressing 3.

Call Forwarding From a Touch Tone Phone

1. Dial star (*) 72, and wait for the dial tone.
2. Enter the number where you'd like your calls to be forwarded.
3. The feature is activated when the courtesy call is answered by the forwarded-to party, or if the call is picked up by voice mail.
4. Calls will continue to be forwarded until the feature is deactivated.
5. To cancel Call Forwarding, dial star (*) 73.

Reminder: Charges generated by calls forwarded to International numbers will be the responsibility of the customer. Minutes used during calls forwarded to cell phones will be charged against the customer's wireless plan.

Bright House Networks

Digital Phone

• Unlimited local calls • In-State Calls • Long Distance in the U.S.



FAQ's

FAQ's

Frequently Asked Questions

Q: What, exactly, is my calling area?

A: With Bright House Networks Digital Phone you can call anyone, anytime, anywhere in the continental U.S., Alaska, Hawaii, Puerto Rico, Guam, the U.S. Virgin Islands, the N. Mariana Islands and Canada as frequently as you would like, for one low monthly price.

Q: Can I connect all the phones in my home to Bright House Networks Digital Phone?

A: Yes. All of your phones can be connected to the same Digital Phone number, and the service works with your existing phones.

Q: Can I use my Digital Phone while using the Internet?

A: Yes, as long as you are using a Broadband connection (not dial-up).

Q: Can I call 911 using Bright House Networks Digital Phone?

A: Yes, absolutely. Enhanced 911 (E911) services are supported. In case of a power outage, 911 access and other Bright House Networks Digital Phone features may not be available.

Q: Will my Digital Phone work during a power outage?

A: Only if your Digital Phone modem is equipped with a battery-power backup. If your phone equipment requires electric power to operate, then you will also need battery-power backup for that equipment.

Q: What is the charge for Digital Phone?

A: \$39.95 per month if you subscribe to Standard Cable and High Speed Internet or Digital Cable and High Speed Internet; \$44.95 per month if you subscribe to Standard Cable or Digital Cable or High Speed Internet; and \$49.95 per month if you subscribe only to Digital Phone, or to Digital Phone and Basic Cable. Taxes and fees are additional. These prices are for unlimited local and long-distance calling anywhere in the U.S., Puerto Rico and Canada. The calling area includes Alaska, Hawaii, Guam, the U.S. Virgin Islands and the N. Mariana Islands.

Q: What are the charges for international calls?

A: Country codes and international rates are available at tampabay.mybrighthouse.com/digitalphone

Q: Will I be charged for service calls or repair calls?

A: No. Not as long as the work is related to the reasonable wear and tear, or technical malfunction of the Bright House Networks system or network.

Q: Can I view my statements online?

A: Yes. Simply go to tampabay.mybrighthouse.com/digitalphone/myaccount to view details on all of the calls made on your Bright House Networks Digital Phone, including calls made to Directory Services and Operator Assistance.

Q: Can telemarketers be blocked?

A: Yes. Simply register with the National Do Not Call Registry at www.donotcall.gov and your Digital Phone number will be excluded from most telemarketing calls for five years.

Q: What should I do if I have additional questions about my Digital Phone?

A: For your convenience, this booklet includes a Quick Start Guide, a detailed How-To Guide and, on the last page of this booklet, a Troubleshooting Guide. You can also visit tampabay.mybrighthouse.com/digitalphone, or call 611 from your Bright House Networks Digital Phone to talk to our friendly service people.



How-To Guide

- **Set Up Your Voice Mail**

If you haven't already set up your Voice Mail using the Quick Start Guide, please follow these simple instructions:

1. Dial (813) 383-5300. Next, press pound (#).
2. As a first-time user, you will be prompted to enter a temporary PIN - the last four digits of your phone number.
3. Follow the prompt to select a permanent four-digit PIN. Press pound (#). Confirm your new PIN by pressing pound (#).
4. Say your name and press pound (#).
5. Record your greeting and press pound (#).
6. Once set-up is complete, you can return to the main menu. Exit by hanging up, or by pressing pound (#).

- **Retrieve Voice Mail Messages**

When at Home

A stuttering dial tone will alert you to waiting messages.

1. Dial (813) 383-5300.
2. At welcome message, press pound (#).
3. Enter your PIN and press pound (#).
4. Press 1 to hear your messages.

While Away from Home

1. Dial your home phone number, wait for voice mail to answer and then press star (*) 5.
2. At welcome message, enter your 10-digit home phone number and press pound (#).
3. Enter your PIN and press pound (#).
4. Press 1 to hear your messages.

- **Save a Voice Mail Message**

Press pound (#) at the end of the message. Voice Mail will save the message and play the next message automatically.

- **Replay a Voice Mail Message**

Press 1 when the message is complete.

- **Rewind a Voice Mail Message**

Press 7 during playback, and the message will rewind several seconds and play again.

- **Fast Forward a Voice Mail Message**
Advance the message several seconds by pressing 9.
- **Erase a Voice Mail Message**
Press 3 at the end of the message.
- **Recover an Erased Message**
Press star (*) and 7 to rewind to the deleted message. Save it by pressing pound (#), or erase it by pressing 3.
- **Mark a Voice Mail Message as New**
After listening to the message, press 6.
- **Reply to a Voice Mail Message from another Bright House Networks Digital Phone**
After listening to the message, press 2 and follow the prompts.
- **Forward a Voice Mail Message to another Bright House Networks Digital Phone**
 1. After listening to the message, press 4, enter the 10-digit number of your forwarding party, and press pound (#).
 2. Voice mail will confirm receipt of the forwarded-to number. Press pound (#) again.
 3. Press 2.
 4. Press 1 to forward the message.
 5. Press 1 again to confirm that you want to forward the voice mail message with the standard delivery options.
- **Forward a Voice Mail Message with a Personal Comment to another Bright House Networks Digital Phone Voice Mail user**
 1. When the message concludes, press 4.
 2. Enter the number (all 10 digits) of the forward-to party, and press pound (#).
 3. Voice mail will confirm receipt of the forwarded-to number. Press pound (#) again.
 4. To attach a personal comment, press 1. Record your personal message and press pound (#).
 5. Press 1 to forward the message.
 6. Press 1 again to confirm that you want to forward the message with the standard delivery options.

OTHER FEATURES

- **Caller ID**
If your telephone is Caller ID-ready, the name and number of your caller will be displayed after the first ring. If "P" or "Private" is displayed, the name and number may have been blocked by the caller. If "Unknown Name," "Unknown Number," "Out Of Area" or "O" appear, the call is from an area that doesn't support Caller ID services.

- **Call Waiting**
A special tone alerts you to a waiting call; your caller hears regular ringing. To answer, press and release the "Receiver" or "Flash" buttons, and the first caller will be placed on hold. To end either call, hang up. Pick up the automatic ring, and you'll be connected with the new caller.
- **Cancel Call Waiting**
Press star (*) 70 to disable Call Waiting for the duration of your call.
- **Call Waiting ID (Combines Caller ID and Call Waiting features)**
You hear a special tone, and the name and number of your caller is displayed.
- **Calling Number Blocking**
Press star (*) 67 each time you dial a number to keep it from appearing on others' Caller ID displays at the time you call. The feature will automatically reset once you hang up.
- **Call Forwarding**
Press star (*) 72, wait for the dial tone and enter the number where you'd like your calls to be forwarded. If the number is not valid, you will hear a busy signal. If the feature is not activated, repeat the above procedure within two minutes of the first attempt. Calls normally answered by your Voice Mail will go to the forward-to number. Calls will be forwarded until the feature is deactivated. To cancel, dial star (*) 73.
REMINDER: Charges generated by calls forwarded to international numbers will be the customer's responsibility. Minutes used during calls forwarded to cell phones will be charged against the customer's wireless plan.
- **Directory Assistance with Call Completion***
If you dial Directory Assistance, you will be asked if you would like to have the call completed by the operator.
- **Anonymous Call Reject***
Press star (*) 77 to activate, and wait for confirmation tone. Unidentified callers, including those labeled as "Anonymous" or "Unavailable," will be automatically blocked. Rejected callers will hear a message asking them to hang up, release their Caller ID number and then redial. The feature will remain in force until you press star (*) 87 to deactivate.
- **Speed Dial***
Press star (*) 74, listen for the stuttering dial tone and press a digit between 2 and 9. Enter the 7- or 10-digit number (dial 1 first when applicable) that you would like to store in speed dial. To speed dial your chosen number, press your selected digit (between 2 and 9) and pound (#).

*May not be available in all areas.



Terms of Service

Terms of Service

Welcome to Bright House Networks Digital Phone! Below is additional information about your service.

Additional Charges

You can make international calls with Bright House Networks Digital Phone. (Example: 011 + country code + city code + the number of your calling party). Calls to international locations are not included in your monthly plan, but rates are competitive with other major providers. Country codes and international rates are available on the Bright House Networks website:

tampabay.mybrighthouse.com/digitalphone

Directory Assistance and Operator Services

Calls to Directory Assistance (411) and Operator Services (0) are offered at an extra charge and will appear on your Bright House Networks statement. *

Service Description	Surcharge	Cost per Minute
Directory Assistance Local/National (411)	\$0.99 per call	N/A
Includes call completion at no additional charge		
Directory Assistance International (00)	\$9.50 per call	N/A
Person-to-Person	\$15.00 per call	\$1.40
Station-to-Station	\$7.95 per call	\$1.40
Operator Assisted Calls	\$4.20 per call	Charges may apply

*Rates effective as of July 1, 2005. Surcharge and cost per minute rates subject to change.

Your Bright House Networks billing statement will include new regulatory fees associated with your Digital Phone service. On your statement you will see an Enhanced 911 Surcharge, billed on behalf of the municipality in which you live. Your local government asks that you pay this small charge each month to help provide for emergency services to your community. In addition, your statement will include a Federal Universal Service Fund contribution, which is to recover the amount that telecommunications providers must contribute to the Federal Universal Service Fund, a fund that helps keep local phone rates affordable. Finally, although it does not appear separately on the statement, the price of your Digital Phone service includes a contribution to the Telecommunications Relay Service fund, which assists the hearing and speech impaired communicate with providers of telecommunications services.

Billing

You will not be charged for disconnection or termination of your Digital Phone service. In addition to charges for other Bright House Networks services, your statement will include charges for the Digital Phone plan, and an additional line item for any charges that may result from Directory Assistance and Operator Services and calls to international locations.

Additionally, you will be able to view all of the call details made on your Digital Phone service on a secure web site, which you may access at tampabay.mybrighthouse.com/digitalphone/myaccount. This includes details relating to your local, intrastate, and interstate calls, in addition to calls to international locations, Directory Services and Operator Assisted calls. Should you wish to receive a previous month's call detail, you may contact Bright House Networks at tampabay.mybrighthouse.com/digitalphone/myaccount, or by dialing 611 using your Bright House Networks Digital Phone service, or at the local number found on the back page of this booklet. As with your existing Bright House Networks services, charges associated with your Digital Phone service will be payable and due on the due date indicated on the statement. It is the customer's responsibility to report billing errors immediately. Bright House Networks is not responsible for disputed service charges not reported within 90 days of initial billings. To receive credits or rebates for interruption of service, contact Customer Service. All services must be current to avoid disconnection. Account holders are liable for all services rendered by Bright House Networks prior to customer's request to terminate service. All equipment remains the property of Bright House Networks. Bright House Networks may disconnect your Digital Phone service upon five (5) days notice.

Other Terms

Digital Phone is not a powered service. Under certain circumstances, such as an electrical power outage and/or when Bright House Networks cable network or facilities are not operating, Digital Phone may not be available. This would include the ability to access emergency 911 and E911 services.

In addition, Bright House Networks cannot guarantee the reliability of residential alarm connection with Digital Phone. We recommend that you have your alarm company inspect the set-up after your Bright House Networks Digital Phone installation. Alternatively, you may choose to maintain a separate basic phone line from your existing phone provider dedicated exclusively to your security system. Upon your receipt of this information, you may, for any reason, cancel your order for Bright House Networks Digital Phone without any penalty or further obligation. As with all Bright House Networks products, you're also eligible for a 30-Day money back guarantee. Additional services incurred during the first 30 days, such as calls to international locations, Directory Services and Operator Assistance are independent of this guarantee and will be billed and due in case of cancellation. All prices and terms subject to change.

Information for billing purposes is generally provided by us on a monthly basis to billing vendors. Information for other purposes is provided by Operator as it is needed.

Unless you object by written notice to us, the Cable Act also permits Cable Operators to disclose personally identifiable information to others, such as advertisers and direct mail or telemarketers, for non-cable related purposes. Under the Cable Act, any disclosures for purposes other than as described in the first three paragraphs of this Section 2 and in Section 3 of this Notice is limited to the following "mailing list information": your name, address and the particular services to which you subscribe (e.g., HBO or other premium channels or tiers of service). In addition, we may add to our mailing list publicly available information about subscribers that is obtained from third parties. Mailing list information cannot include the extent of your viewing or use of a particular service, including the extent of your use of any ISP Service, or the nature of any transaction you make over the cable system. We may disclose such mailing list information to others from time to time. If you wish to have us remove you from our mailing list, please notify us in writing at the main office of your local Operator.

In addition to any disclosures permitted in the first paragraph of this Section 2, ISPs provided over our cable system may also disclose, pursuant to the consent you granted in your Subscription Agreement, the personally identifiable information described in Section 1 in connection with the provision of services to you, in order to fulfill transactions that you request, to personalize your online experience, to comply with criminal or civil legal process (including as described in Section 3 of this Notice), and as otherwise necessary in the ordinary course of their businesses. For example, such ISPs may disclose your personally identifiable information routinely to their employees, agents and contractors to maintain, market, provide, and audit your ISP Service; to outside auditors to check their records; to attorneys and accountants as necessary to render services to such ISPs; and to merchants from whom you make purchases. The frequency of such disclosures varies according to business needs. The names and addresses of subscribers to ISPs provided over our cable system may also be disclosed to selected companies in order to provide you direct mail product and service offers, subject to the marketing preferences you may select when using your ISP Service. In disclosing name and address information for such purposes, such ISPs may combine these lists with publicly available information (such as census and household information), or segment them (i.e., create separate sub-lists) based on such publicly available information or on other information (such as when the subscriber began using the ISP service, or the subscriber's computer type).

3. Disclosure of Information to Government Entities and Other Legal Process

Under federal law, the government may require Operator or your ISP to disclose subscriber record information (but not cable program selections or the content of communications) pursuant to a warrant, court order, subpoena, or other legal process without any notice to you and without your consent.

Under ECPA, a governmental entity may obtain basic subscriber information pursuant to an administrative subpoena, including: name; address; local & long distance telephone connection records, or records of session times and durations; length and types of service; telephone or instrument number or other subscriber number or identity, including any temporarily assigned network address (e.g., IP address); and means and source of payment for such service (including any credit card or bank account number). Other subscriber information (not including cable program selections and the contents of communications) may be obtained by the government pursuant to a court order or search warrant.

In addition, under the Cable Act, the government may obtain a court order requiring Operator to produce a subscriber's cable programming records and notify the subscriber that it has produced them. To obtain the contents of emails, the government must obtain a warrant if the email has been stored 180 days or less, or a subpoena or court order, with notice by the government to the subscriber, if the email contents have been stored more than 180 days. In addition, pursuant to an administrative subpoena, state welfare agencies may obtain the names and addresses of individuals as they appear in the subscriber records of cable companies with respect to those who owe, or are owed, welfare support.

If you subscribe to an ISP Service, a private party may use a subpoena under the Copyright Act to obtain information about you in order to protect its copyright against infringement, without any notice to you.

In your Subscription Agreement, you have agreed that Operator and ISPs provided over our cable system may also disclose any information in its possession to protect its rights, property and/or operations, or where circumstances suggest that individual or public safety is in peril.

4. Time Period That We Retain Personally Identifiable Information

Operator maintains personally identifiable information about subscribers for as long as it is necessary for business purposes. This period of time lasts as long as you are a subscriber and up to fifteen additional years so that we can comply with tax and accounting requirements. When information is no longer necessary for these

Troubleshooting Tips

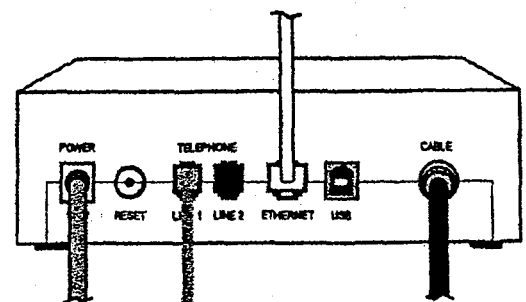


Try these self-help steps.

- Static can be eliminated, in most cases, by moving the cordless station away from the phone modem.
- To check for an in-house wiring problem (no dial tone, clicking, static), remove the phone line from the wall jack and put it directly into the Line 1 port located at the back of your phone modem. If this resolves the problem, you may need assistance with your in-house wiring. Please call our Support Desk to schedule a free service appointment by dialing 611.
- If the problem persists, try resetting the phone modem. You can do this by pressing the reset button at the back of the modem. You will need to use a toothpick or the point of a pencil. Within a few minutes, your dial tone should be restored or other problem resolved. Reconnect your phone line to the wall jack.
- If you still don't hear a dial tone after resetting, notify our Support Center for a free service appointment by dialing your local customer support number (see back cover).
- If you are unable to call or accept specific numbers: Call our Support Center by dialing 611. Please have information available about the numbers you called, as well as the dates and times.
- If your phone indicates that a message is waiting, but you can't retrieve it: From the Voice Mail main menu, press 1 and then press 3 to release the system. This will allow you to retrieve your messages.
- If you experience a loss of Internet service: Press the standby button located on the front or the top of your Digital Phone modem (depends on manufacturer). Connectivity should be restored. If this does not resolve your problem, try resetting the modem as described above.
- If a power outage occurs: If the phone modem has backup battery, plug a corded phone directly into the back of the modem (Line 1) to make and receive phone calls.
- Always connect the cable before connecting power.



If you still need to call repair, dial 611 on your Bright House Networks Digital Phone or 813-436-2325 in Hillsborough and 813-377-0228 in East Pasco from any other phone.

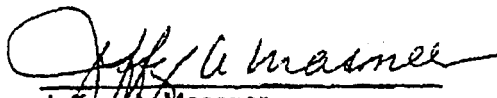


SIGNATURE PAGE

Please arrange for a duly authorized representative of BHN to sign this letter in the space provided below and return it to Verizon not later than December 14, 2005.

Sincerely,

VERIZON FLORIDA INC.

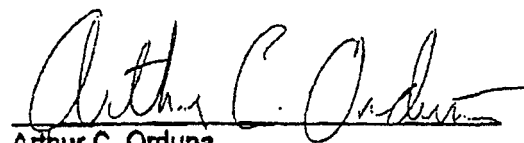


Jeffrey A. Masoner
Vice President
Interconnection Services Policy & Planning

12/21/05
DATE

Reviewed and countersigned as to Paragraph 1:

BRIGHT HOUSE NETWORKS INFORMATION SERVICES (FLORIDA), LLC



Arthur C. Orduna
VP, Strategic Initiatives

11/30/05
DATE

c: K. Robertson - Verizon

APPENDIX A^{1 2}
V1.7

I. Rates and Charges for Transport and Termination of Traffic³

A. Reciprocal Compensation Traffic Termination

Reciprocal Compensation Traffic End Office Rate: \$0.0022574 per minute of use.

Reciprocal Compensation Traffic Tandem Rate: \$0.0040108 per minute of use.

B. The Tandem Transit Traffic Service Charge is \$0.0016723 per minute of use.

Transit Service Billing Fee – Five percent (5%) of the Tandem Transit Traffic Service Charges assessed during the billing period for Tandem Transit Traffic exchanged with the relevant third party carriers.

Transit Service Trunking Charge (for each relevant third party carrier) –For each DS1 equivalent volume⁴ (or portion thereof) of Tandem Transit Traffic exchanged with the relevant third party carrier during a monthly billing period: an amount equal to the total monthly rate for 24 channels (DS1 equivalent) for Switched Access, Access Tandem Dedicated Trunk Port DS1, as set forth in Verizon Tariff FCC No. 14, as amended from time to time.

C. Entrance Facility and Transport for Interconnection Charges: See Intrastate Special Access Tariff

¹ This Appendix may contain rates for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Notwithstanding any such rates (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

UNE rates and charges set forth in this Appendix that are marked with a (*) are pursuant to FL Order No. PSC-02-1574-FOF-TP, Docket No. 990649B-TP. These UNE rates became effective on August 5, 2003 for seventeen (17) named CLECs (per FL Order No. PSC-03-0896-PCO-TP) and became effective on December 8, 2004 for other CLECs.

All rates and charges set forth in this Appendix shall apply until such time as they are replaced by new rates and/or charges as the Commission or the FCC may approve or allow to go into effect from time to time, subject however, to any stay or other order issued by any court of competent jurisdiction. In addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and BHN shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the FCC's Order on Remand, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338 (FCC rel. Feb. 4, 2005) (the "TRRO"), the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise. In addition, as set forth in Industry Notices, surcharges may apply to certain rates contained herein in order to apply a rate equivalent to the resale discount rate for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

² Unless a citation is provided to a generally applicable Verizon tariff, all listed rates and services are available only to BHN when purchasing these services for its use in the provision of Telephone Exchange Service, and apply only to Reciprocal Compensation Traffic and local Ancillary Traffic. Verizon rates and services for use by BHN in the carriage of Toll Traffic shall be subject to Verizon's tariffs for Exchange Access Service. Adherence to these limitations is subject to a reasonable periodic audit by Verizon.

³ All rates and charges specified herein are pertaining to the Interconnection Attachment.

⁴ A CCS busy hour equivalent of 200,000 combined minutes of use.

II. Services Available for Resale

The avoided cost discount for all Resale services is 13.04%.

Non-Recurring Charges (NRCs) for Resale Services

Pre-ordering

CLEC Account Establishment Per CLEC	\$273.09
Customer Record Search Per Account	\$ 11.69

Ordering and Provisioning

Engineered Initial Service Order (ISO) - New Service	\$311.98
Engineered Initial Service Order - As Specified	\$123.84
Engineered Subsequent Service Order	\$ 59.61
Non-Engineered Initial Service Order - New Service	\$ 42.50
Non-Engineered Initial Service Order - Changeover	\$ 21.62
Non-Engineered Initial Service Order - As Specified	\$ 82.13
Non-Engineered Subsequent Service Order	\$ 19.55
Central Office Connect	\$ 12.21
Outside Facility Connect	\$ 68.30
Manual Ordering Charge	\$ 12.17

Custom Handling

Service Order Expedite:

Engineered	\$ 35.48
Non-Engineered	\$ 12.59

Coordinated Conversions:

ISO	\$ 17.76
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59

Hot Coordinated Conversion First Hour:

ISO	\$ 30.55
Central Office Connection	\$ 42.83
Outside Facility Connection	\$ 38.34

Hot Coordinated Conversion per Additional Quarter Hour:

ISO	\$ 6.40
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59

III. Prices for Unbundled Network Elements⁵

Monthly Recurring Charges

Local Loop (Includes NID)

2 Wire Analog & Digital Loop (inclusive of NID)	
Zone 1 – High	\$ 12.00▲
Zone 2 – Medium	\$ 16.18▲
Zone 3 – Low	\$ 27.54▲

4 Wire Analog & Digital Loop (inclusive of NID)	
Zone 1 – High	\$ 28.45▲
Zone 2 – Medium	\$ 38.36▲
Zone 3 – Low	\$ 65.31▲

DS-1 Loop & PRI	
Zone 1	\$ 130.25▲
Zone 2	\$ 175.63▲
Zone 3	\$ 299.06▲

DS-3 Loop (Statewide Average)	\$ 972.23▲
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Supplemental Features (must order with loop):

ISDN-BRI Line Loop Extender	\$ 4.83▲
Coin Loop Extension	\$ 16.67▲

House and Riser Cable (Per Pair)

Statewide Average (assumes average of 5 floors)	\$ 1.78▲
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Sub-Loop

2-Wire Feeder	
Zone 1	\$ 5.42▲
Zone 2	\$ 7.31▲
Zone 3	\$ 12.45▲

2-Wire Distribution (includes NID)	
Zone 1	\$ 8.73▲
Zone 2	\$ 11.77▲
Zone 3	\$ 20.03▲

4-Wire Feeder	
Zone 1	\$ 16.14▲
Zone 2	\$ 21.77▲
Zone 3	\$ 37.06▲

⁵ For the avoidance of any doubt, in addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and BHN shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the TRRO, the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise; in addition, as set forth in Industry Notices, surcharges may apply to certain rates contained herein in order to apply a rate equivalent to the resale discount rate for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

▲ Ordered in Docket 990649B-TP, Order No. PSC-02-1574-FOF-TP issued November 15, 2002.

4-Wire Distribution (includes NID)		
Zone 1	\$	14.46▲
Zone 2	\$	19.49▲
Zone 3	\$	33.19▲
2-Wire Drop (includes NID)		
Zone 1	\$	1.50▲
Zone 2	\$	2.02▲
Zone 3	\$	3.44▲
4-Wire Drop (includes NID)		
Zone 1	\$	1.67▲
Zone 2	\$	2.25▲
Zone 3	\$	3.84▲

Network Interface Device (leased separately)

Per 2-Wire Loop	\$	1.28▲
Per 4-Wire Loop	\$	1.52▲

Switching

Port		
Basic Analog Line Side Port (Basic Port)	\$	2.40▲
Coin Line Side Port (Coin Port)	\$	4.82▲
ISDN BRI Digital Line Side Port (ISDN BRI Port)	\$	8.85▲
DS-1 Digital Trunk Side Port (DS1 Port)	\$	45.47▲
ISDN PRI Digital Trunk Side Port (ISDN PRI Port)	\$	170.37▲
Usage Charges (must purchase Port)		
Local Central Office Switching		
(Overall Average MOU) (Per MOU)	\$	0.0022574▲
Common Shared Transport		
Transport Facility (Per MOU times ALM)	\$	0.0000004▲
Transport Termination (Per MOU times Term)	\$	0.0000811▲
Tandem Switching (Average MOU) (Per MOU)	\$	0.0015864▲
Terminating to Originating Ratio		1.00

Dedicated Transport Facilities

CLEC Dedicated Transport		
CDT 2 Wire	\$	25.74▲
CDT 4 Wire	\$	49.14▲
CDT DS1	\$	185.27▲
CDT DS3	\$	972.23▲
Interoffice Dedicated Transport		
IDT DS0/VG Transport Facility per ALM	\$	0.02▲
IDT DS0/VG Transport per Termination	\$	11.00▲

IDT DS1 Transport Facility per ALM	\$ 0.19▲
IDT DS1 Transport per Termination	\$ 21.35▲
IDT DS3 Transport Facility per ALM	\$ 0.94▲
IDT DS3 Transport per Termination	\$ 50.50▲

Multiplexing

DS1 to Voice Grade Multiplexing	\$ 139.91▲
DS3 to DS1 Multiplexing	\$ 385.33▲

DS1 Clear Channel Capability	\$ 16.00
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Unbundled Dark Fiber

Unbundled Dark Fiber Loops/Sub-Loops

Dark Fiber Loop (per fiber strand)	\$ 48.74▲
Dark Fiber Sub-Loop – Feeder (per fiber strand)	\$ 41.67▲
Dark Fiber Sub-Loop – Distribution (per fiber strand)	\$ 8.75▲

Unbundled Dark Fiber Dedicated Transport (per fiber strand)

Dark Fiber IDT – Facility per ALM	\$ 32.69▲
Dark Fiber IDT – per Termination	\$ 1.69▲
Intermediate Office Cross Connect	\$ 22.11

Signaling System 7 (SS7)

SS7 STP Access Service (without Company Switching)

DSAL - 56 KB	\$ 50.56▲
DSAL – DS1 Facility per ALM	\$ 98.50▲
DSAT – 56 KB Facility per ALM]	\$ 2.47▲
DSAT – DS1 Facility per ALM	\$ 12.01▲
STP Port Termination	\$ 392.94▲

SS7 Transport (Fixed Transport without Company Switching)

Transport -Local STP to Regional STP	\$ 938.16▲
Transport - Regional STP to Regional STP	\$ 1,188.59▲

Query-Based Transportation (only when Verizon Switching used)

DB800 Query Setup - End Office to Local STP	\$0.0002319▲
CNAM/LIDB Query Setup - End Office to Local STP	\$0.0002047▲
DB800 Query Transport –	
Local STP to Regional STP	\$0.0004645▲
CNAM/LIDB Query Transport –	
Local STP to Regional STP	\$0.0002874▲

SS7 Database Queries (when CLEC or Verizon Switching used)

Database 800 Query (Carrier Selection Service)	\$0.0002918▲
LIBD Query	\$0.0002595▲
Calling Name (CNAM) Query	\$0.0020735▲

UNE-P Pricing⁶

MRCs. The MRC for a UNE-P will generally be equal to the sum of the MRCs for the combined UNEs (e.g. the total of the UNE loop charge plus the UNE port charges in the Agreement (see Note A) plus: UNE local switching (per minute originating usage plus T/O factor to determine terminating minutes) based on UNE local switching rates in the Agreement plus UNE shared transport and tandem switching (based on factors for percent interoffice and tandem switch usage, plus assumed transport mileage of 10 miles and 2 terms) based on UNE shared transport rates in the Agreement plus UNE Vertical Services charges (optional per line charges, if allowed by the Agreement), less \$1.39 to account for the cost saving from using IDLC technology. (Note A): UNE platforms are available in four loop/port configurations as shown below. If the price for any component of these platforms is not set forth herein, Verizon will use the ICB process to determine the appropriate price and TBD pricing shall apply.

UNE Basic Analog Voice Grade Platform consists of the following components:
UNE 2-wire Analog loop; and
UNE Basic Analog Line Side port

UNE ISDN BRI Platform consists of the following components:
UNE 2-wire Digital loop; and
UNE ISDN BRI Digital Line Side port

UNE ISDN PRI Platform consists of the following components:
UNE DS1 loop; and
UNE ISDN PRI Digital Trunk Side port

UNE DS1 Platform consists of the following components:
UNE DS1 loop; and
UNE DS1 Digital Trunk Side port

NRCs. Optional NRCs will apply as ordered by the CLEC including such charges as Expedites, Coordinated Conversions, loop Conditioning, etc.

EEL Pricing⁶

MRCs. The MRCs for an EEL will generally be equal to the applicable MRCs for UNEs and Multiplexing that comprise an EEL arrangement (e.g. UNE Loop, IDT, CDT, Multiplexing, & Clear Channel Capability).

⁶ For the avoidance of any doubt, in addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and BHN shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the TRRO, the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise; in addition, as set forth in Industry Notices, surcharges may apply to certain rates contained herein in order to apply a rate equivalent to the resale discount rate for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

Line Splitting⁷

Except as noted in the following paragraph, the provider of voice services in a Line Splitting arrangement ("VLEC") will be billed for all charges associated with the Network Elements and other Verizon services, facilities and arrangements, used in conjunction with the Line Splitting arrangement ("Line Splitting Arrangement"), regardless of which CLEC in the Line Splitting Arrangement orders the Network Elements or other Verizon services, facilities or arrangements. These charges include, but are not limited to, all applicable non-recurring charges and monthly recurring charges related to such Line Splitting Arrangement, including but not limited to UNE-P (2-wire digital UNE loop or 2-wire ADSL capable UNE loop, UNE switch port, UNE local switching usage, UNE local transport and usage rates), testing, pre-qualification, OSS, line conditioning, CLEC account establishment and misdirected trouble charges.

The CLEC with the applicable collocation arrangement will be billed for splitter establishment and collocation related charges.

⁷ Rates for the individual line splitting components are contained in existing terms for Unbundled Network Elements and Collocation.

FLORIDA UNBUNDLED VERTICAL FEATURES

VERTICAL FEATURES ▲		(Subject to Availability)
Switch Features▲		
Three Way Calling	\$/Feature/Month	\$ 0.98
Call Forwarding Variable	\$/Feature/Month	\$ 0.18
Cust. Changeable Speed Call 1-Digit	\$/Feature/Month	\$ 0.14
Cust. Changeable Speed Call 2-Digit	\$/Feature/Month	\$ 0.25
Call Waiting	\$/Feature/Month	\$ 0.07
Cancel Call Waiting	\$/Feature/Month	\$ 0.05
Automatic Callback	\$/Feature/Month	\$ 0.20
Automatic Recall	\$/Feature/Month	\$ 0.11
Calling Number Delivery	\$/Feature/Month	\$ 0.34
Calling Number Delivery Blocking	\$/Feature/Month	\$ 0.18
Distinctive Ringing/Call Waiting	\$/Feature/Month	\$ 0.27
Customer Originate Trace	\$/Feature/Month	\$ 0.10
Selective Call Rejection	\$/Feature/Month	\$ 0.30
Selective Call Forwarding	\$/Feature/Month	\$ 0.26
Selective Call Acceptance	\$/Feature/Month	\$ 0.32
Call Forwarding Variable CTX	\$/Feature/Month	\$ 0.13
Call Forwarding Incoming Only	\$/Feature/Month	\$ 0.12
Call Forwarding Within Group Only	\$/Feature/Month	\$ 0.08
Call Forwarding Busy Line	\$/Feature/Month	\$ 0.11
Call Forwarding Don't Answer All Calls	\$/Feature/Month	\$ 0.11
Remote Call Forwarding	\$/Feature/Month	\$ 1.80
Call Waiting Originating	\$/Feature/Month	\$ 0.10
Call Waiting Terminating	\$/Feature/Month	\$ 0.03
Cancel Call Waiting CTX	\$/Feature/Month	\$ 0.01
Three Way Calling CTX	\$/Feature/Month	\$ 0.16
Call Transfer Individual All Calls	\$/Feature/Month	\$ 0.13
Add-On-Consult Hold Incoming Only	\$/Feature/Month	\$ 0.11
Speed Calling Individual 1-Digit	\$/Feature/Month	\$ 0.05
Speed Calling Individual 2-Digit	\$/Feature/Month	\$ 0.10
Direct Connect	\$/Feature/Month	\$ 0.04
Distinct Alerting/Call Waiting Indic.	\$/Feature/Month	\$ 0.05
Call Hold	\$/Feature/Month	\$ 0.15
Semi-Restricted (Orig/Term)	\$/Feature/Month	\$ 0.78
Fully Restricted (Orig/Term)	\$/Feature/Month	\$ 0.78
Toll Restricted Service	\$/Feature/Month	\$ 0.11
Call Pick-up	\$/Feature/Month	\$ 0.04
Directed Call Pick-up w/Barge-In	\$/Feature/Month	\$ 0.03
Directed Call Pick-up w/o Barge-In	\$/Feature/Month	\$ 0.05
Special Intercept Announce per (C/G)	\$/Feature/Month	\$ 5.39
Conference Call 6-Way Station Contr	\$/Feature/Month	\$ 1.38
Stn Msg Dtl recording to Rao (per G)	\$/Feature/Month	\$ 1.29
Stn Msg Dtl recording to Perm (per G)	\$/Feature/Month	\$ 2.40
Fixed Night Service – Key (per C/G)	\$/Feature/Month	\$ 1.87
Attd Camp-On (Non-DI Console)	\$/Feature/Month	\$ 0.25
Attd Busy Line Verification (per C/G)	\$/Feature/Month	\$ 10.09
Control of Facilities (per C/G)	\$/Feature/Month	\$ 0.03
Fixed Night Service – Call Fwd (per C/G)	\$/Feature/Month	\$ 1.34
Attd Conference (per C/G)	\$/Feature/Month	\$ 30.63

VERTICAL FEATURES *		(Subject to Availability)
Circular Hunting	\$/Feature/Month	\$ 0.06
Preferential Multiline Hunting	\$/Feature/Month	\$ 0.02
Uniform call Distribution (per G)	\$/Feature/Month	\$ 0.69
Stop Hunt Key	\$/Feature/Month	\$ 2.84
Make Busy Key	\$/Feature/Month	\$ 2.84
Queuing	\$/Feature/Month	\$ 9.90
Automatic Route Selection	\$/Feature/Month	\$ 1.99
Facility Restriction Level	\$/Feature/Month	\$ 0.12
Expensive Route Warning Tone	\$/Feature/Month	\$ 0.02
Time-Of-Day Route Control (per C/G)	\$/Feature/Month	\$ 4.45
Foreign Exchange Facilities (per T/G)	\$/Feature/Month	\$ 2.80
Anonymous Call Rejection	\$/Feature/Month	\$ 2.57
Basic Business Group Sta-Sta ICM	\$/Feature/Month	\$ 0.23
Basic Business Group CTX	\$/Feature/Month	\$ 0.12
Basic Business Group Direct Out Dialing	\$/Feature/Month	\$ 0.01
Basic Business Group Auto ID Out Dialing	\$/Feature/Month	\$ 0.00
Basic Business Group Direct In Dialing	\$/Feature/Month	\$ 0.00
Business Set Group Intercom All Calls	\$/Feature/Month	\$ 2.49
Dial Call Waiting	\$/Feature/Month	\$ 0.06
Loudspeaker Paging (per T/G)	\$/Feature/Month	\$ 2.76
Recorded Phone Dictation (per T/G)	\$/Feature/Month	\$ 2.92
On-Hook Queuing-Outgoing Trks	\$/Feature/Month	\$ 0.17
Off-Hook Queuing-Outgoing Trks	\$/Feature/Month	\$ 0.02
Teen Service	\$/Feature/Month	\$ 0.06
BG - Automatic Call Back	\$/Feature/Month	\$ 0.07
Voice/Data Protection	\$/Feature/Month	\$ 0.00
Authorization Codes for Afr	\$/Feature/Month	\$ 0.04
Account Codes for Afr	\$/Feature/Month	\$ 0.13
Code Restriction 7 Diversion	\$/Feature/Month	\$ 0.12
Code Calling (per T/G)	\$/Feature/Month	\$ 4.10
Meet-Me Conference	\$/Feature/Month	\$ 2.23
Call Park	\$/Feature/Month	\$ 0.06
Executive Busy Override	\$/Feature/Month	\$ 0.04
Last Number Redial	\$/Feature/Month	\$ 0.08
Direct Inward System Access (per G)	\$/Feature/Month	\$ 0.06
Auth Code Immediate Dialing	\$/Feature/Month	\$ 0.00
BG - Speed Calling Shared	\$/Feature/Month	\$ 0.00
Attend Recall From Satellite	\$/Feature/Month	\$ 0.77
BG - Speed Calling 2-Shared	\$/Feature/Month	\$ 0.01
Business Set - Call Pick-up	\$/Feature/Month	\$ 0.06
Authorization Code For Mdr	\$/Feature/Month	\$ 0.00
Locked Loop Operation	\$/Feature/Month	\$ 0.00
Attend Position Busy	\$/Feature/Month	\$ 2.10
Two-Way Splitting (per A/G)	\$/Feature/Month	\$ 3.03
Call Forwarding - All (Fixed)	\$/Feature/Month	\$ 0.20
Business Group Call Waiting	\$/Feature/Month	\$ 0.00
Music On Hold (per C/G)	\$/Feature/Month	\$ 0.70
Automatic Alternate Routing	\$/Feature/Month	\$ 0.18
Dual-Tone Multifrequency Dialing	\$/Feature/Month	\$ 0.00
BG - Dual-Tone Multifrequency Dialing	\$/Feature/Month	\$ 0.00
Business Set Access to Paging	\$/Feature/Month	\$ 1.38

VERTICAL FEATURES ▲		(Subject to Availability)
Call Flip-Flop (Ctx-A)	\$/Feature/Month	\$ 0.18
Selective Call Waiting (Class)	\$/Feature/Month	\$ 0.26
Direct Inward Dialing	\$/Feature/Month	\$ 4.68
Customer Dialed Account Recording	\$/Feature/Month	\$ 0.44
Deluxe Automatic Route Selection	\$/Feature/Month	\$ 24.33
MDC Att'd Console (per A/G)	\$/Feature/Month	\$ 5.73
Warm Line	\$/Feature/Month	\$ 0.02
Calling Name Delivery	\$/Feature/Month	\$ 0.04
Call Forwarding Enhance (Multipath)	\$/Feature/Month	\$ 0.00
Caller ID Name and Number	\$/Feature/Month	\$ 0.17
Call Waiting ID	\$/Feature/Month	\$ 0.03
Att'd ID of Incoming Calls	\$/Feature/Month	\$ 0.91
Privacy Release	\$/Feature/Month	\$ 0.36
Display Calling Number	\$/Feature/Month	\$ 0.18
Six-Port Conference	\$/Feature/Month	\$ 19.70
Business Set Call Back Queuing	\$/Feature/Month	\$ 0.01
ISDN Code Calling-Answer	\$/Feature/Month	\$ 0.15
Att'd Call Park	\$/Feature/Month	\$ 0.36
Att'd Autodial	\$/Feature/Month	\$ 0.14
Att'd Speed Calling	\$/Feature/Month	\$ 0.51
Att'd Console Test	\$/Feature/Month	\$ 0.10
Att'd Delayed Operation	\$/Feature/Month	\$ 0.00
Att'd Lockout	\$/Feature/Month	\$ 0.00
Att'd Multiple Listed Directory Number	\$/Feature/Month	\$ 0.00
Att'd Secrecy	\$/Feature/Month	\$ 0.73
Att'd Wildcard Key	\$/Feature/Month	\$ 0.30
Att'd Flexible Consoling Alerting	\$/Feature/Month	\$ 0.00
Att'd VFG Trk Busy Att'd Console	\$/Feature/Month	\$ 0.15
Att'd Console Act/Deact of CFU/CFI	\$/Feature/Month	\$ 0.23
Att'd Dispi of Queued call ICI Key	\$/Feature/Month	\$ 0.02
Att'd Interposition Transfer	\$/Feature/Month	\$ 0.20
Att'd Automatic Recall	\$/Feature/Month	\$ 0.62
Att'd Serial Call	\$/Feature/Month	\$ 0.36
Proprietary Set Interface	\$/Feature/Month	\$ 0.31
Tie Facility Access (per ckt)	\$/Feature/Month	\$ 2.59
WATS Access (per G)	\$/Feature/Month	\$ 3.83
800 Service Access	\$/Feature/Month	\$ 3.63
Call Waiting Deluxe	\$/Feature/Month	\$ 0.17
Call Waiting Incoming Only	\$/Feature/Month	\$ 0.03
Call Transfer Outside	\$/Feature/Month	\$ 0.15
Camp on with Music	\$/Feature/Month	\$ 0.00
Station Billing on Att'd Handled Call	\$/Feature/Month	\$ 1.46
Multiple Console Operations	\$/Feature/Month	\$ 0.76
Business Set Intercom	\$/Feature/Month	\$ 0.07
Display Called Number	\$/Feature/Month	\$ 0.07
Business Set Mult Appear Dir No Calls	\$/Feature/Month	\$ 0.05
Bus Set Make Set Busy	\$/Feature/Month	\$ 0.00
Direct Station Set/Busy Lamp Field	\$/Feature/Month	\$ 0.19
MBS Auto Inspect Mode	\$/Feature/Month	\$ 0.00
Electronic Business Set as Message Center	\$/Feature/Month	\$ 0.05
Call Park Recall Identification	\$/Feature/Month	\$ 0.04

VERTICAL FEATURES ▲		(Subject to Availability)
MADN Cut Bridging	\$/Feature/Month	\$ 2.86
Business Set Dial Call Waiting	\$/Feature/Month	\$ 0.13
Business Set Call Waiting Orig	\$/Feature/Month	\$ 0.04
Non-Data Link Console Call Extension	\$/Feature/Month	\$ 0.00
MADN Cut Off on Disconnect	\$/Feature/Month	\$ 0.00
Bus Set Call Fwd Universal/Key Basis	\$/Feature/Month	\$ 0.00
Business Set Malicious Call Hold	\$/Feature/Month	\$ 0.05
Basic Automatic Call Distribution	\$/Feature/Month	\$ 72.84
Basic ACD on 2500 Sets	\$/Feature/Month	\$ 0.05
ACD Directory Numbers	\$/Feature/Month	\$ 0.00
ACD Agent Status Lamp	\$/Feature/Month	\$ 4.62
Call Forcing	\$/Feature/Month	\$ 3.94
Emergency Answer Backup	\$/Feature/Month	\$ 1.59
Call Supervisor	\$/Feature/Month	\$ 0.11
Display Queue Status	\$/Feature/Month	\$ 0.13
Night Treatment	\$/Feature/Month	\$ 0.47
Observe Agent Extended	\$/Feature/Month	\$ 2.59
ACD Queuing Status Lamp	\$/Feature/Month	\$ 1.89
Music on Delay	\$/Feature/Month	\$ 2.00
Call Agent	\$/Feature/Month	\$ 0.00
ACD Second/Third Announcements	\$/Feature/Month	\$ 5.69
ACD Overflow of Enqueued Calls	\$/Feature/Month	\$ 0.53
Multistage - Queue Status Display	\$/Feature/Month	\$ 5.30
ACD Walkaway/closed Key Operation	\$/Feature/Month	\$ 0.89
Transfer to In-Calls Key	\$/Feature/Month	\$ 0.00
Display Agent Key	\$/Feature/Month	\$ 1.64
Through Dialing	\$/Feature/Month	\$ 0.38
Business Set 3-Way Calling/Call	\$/Feature/Month	\$ 2.32
Business Set Auto Answer Back	\$/Feature/Month	\$ 0.00
Business Set Automatic Dial	\$/Feature/Month	\$ 0.21
Business Set Automatic Line	\$/Feature/Month	\$ 0.05
Business Set Busy Override	\$/Feature/Month	\$ 0.43
Query Time Key	\$/Feature/Month	\$ 0.08
MADN Ring Forward	\$/Feature/Month	\$ 0.68
Individual Page from Group Intercom	\$/Feature/Month	\$ 7.78
Preset Conference	\$/Feature/Month	\$ 0.01
Business Set Network Class of Service	\$/Feature/Month	\$ 0.00
Business Set Feature Code Access	\$/Feature/Month	\$ 0.00
Console Release	\$/Feature/Month	\$ 0.05
Message Waiting	\$/Feature/Month	\$ 0.02
Code Rest/Code Blue	\$/Feature/Month	\$ 0.04
Flexible Display Language	\$/Feature/Month	\$ 0.00
IBN Att'd Console Oper Measure (console)	\$/Feature/Month	\$ 48.21
Peg Counts on LDN's on Att'd Consoles	\$/Feature/Month	\$ 0.00
Immediate Notification on Prior Enqueued Calls	\$/Feature/Month	\$ 0.00
Att'd Console DTMF End to End Signaling	\$/Feature/Month	\$ 0.04
Trunk Busy Verify Tone	\$/Feature/Month	\$ 0.00
Uniform Call Distribution from Queue	\$/Feature/Month	\$ 0.00
Meet Me Page	\$/Feature/Month	\$ 9.74
Business Set Listen on Hold	\$/Feature/Month	\$ 0.00
Business Set Hold Calls	\$/Feature/Month	\$ 0.00

VERTICAL FEATURES ▲		(Subject to Availability)
Business Set Private Business Line	\$/Feature/Month	\$ 0.00
Business Set On-Hook Dialing	\$/Feature/Month	\$ 0.00
Business Set Ring Again	\$/Feature/Month	\$ 1.26
Secondary MADN Call Forward	\$/Feature/Month	\$ 0.00
Business Set Orig/Term Line Select	\$/Feature/Month	\$ 0.00
Make Set Busy Except GIC	\$/Feature/Month	\$ 0.00
Ring Again From Idle Business Set	\$/Feature/Month	\$ 0.41
Calling Name Display MADN Sec Members	\$/Feature/Month	\$ 1.97
EBS Music on Hold	\$/Feature/Month	\$ 0.15
Station Camp-On for MBS	\$/Feature/Month	\$ 2.17
Business Set Station Activated Call Forward	\$/Feature/Month	\$ 0.12
Feature Function Button	\$/Feature/Month	\$ 0.00
Emergency Alert Enhanced	\$/Feature/Month	\$ 0.02
Network Name Display for Att'd Consoles	\$/Feature/Month	\$ 0.00
Message Service	\$/Feature/Month	\$ 13.25
Bill Number Screen	\$/Feature/Month	\$ 0.26
ETS Access	\$/Feature/Month	\$ 11.88
ACD 2500 Login/Logout	\$/Feature/Month	\$ 1.00
ACD Automatic Overflow	\$/Feature/Month	\$ 1.27
ACD MIS Interface	\$/Feature/Month	\$ 21.83
ACD Call Transfer with Time	\$/Feature/Month	\$ 0.79
ACD Forced Availability	\$/Feature/Month	\$ 0.15
ACD Calling Name/No. Displayed	\$/Feature/Month	\$ 1.36
ACD Observe Agent from 2500 Set	\$/Feature/Month	\$ 0.48
ACD Distinctive Ring	\$/Feature/Month	\$ 0.18
ISDN Features▲		
ISDN Att'd Busy Verif Lines / Trunks	\$/Feature/Month	\$0.00
ISDN Att'd Call Thru Test	\$/Feature/Month	\$0.00
ISDN Shared Call Appearances DN	\$/Feature/Month	\$0.19
ISDN Bridged Call Exclusion	\$/Feature/Month	\$0.02
ISDN Key Sys Coverage Analog Line	\$/Feature/Month	\$0.97
ISDN Queuing for ISDN Att'd w/CWI	\$/Feature/Month	\$0.02
ISDN Att'd Control - Voice Terminals	\$/Feature/Month	\$0.04
ISDN Att'd Night Svc (Fixed/Flexible)	\$/Feature/Month	\$0.05
ISDN Emergency Access to Att'd	\$/Feature/Month	\$0.00
ISDN Att'd Direct Trk Grp Selection	\$/Feature/Month	\$0.00
ISDN Att'd Emergency Override	\$/Feature/Month	\$0.00
ISDN Auto Drop Back to Att'd	\$/Feature/Month	\$0.06
ISDN Att'd Orig. Permission Display	\$/Feature/Month	\$0.01
ISDN Att'd Timed Reminder	\$/Feature/Month	\$0.02
ISDN Att'd Trunk Identification	\$/Feature/Month	\$0.00
ISDN ISAT Trunk Queuing	\$/Feature/Month	\$0.60
ISDN Att'd Trunk Group Indicators	\$/Feature/Month	\$0.03
ISDN Aggr Wrk Time / #Calls Handled	\$/Feature/Month	\$0.01
ISDN Total No. Calls Handled Display	\$/Feature/Month	\$0.09
ISDN Att'd Traffic	\$/Feature/Month	\$0.02
ISDN Att'd Number of Calls on Queue	\$/Feature/Month	\$0.00
ISDN Primary Rate Interface	\$/Feature/Month	\$57.05
ISDN Circuit Switch Voice/Data - PRI	\$/Feature/Month	\$15.13
ISDN Call by Call Access	\$/Feature/Month	\$89.33
ISDN Calling Number Delivery to PRI	\$/Feature/Month	\$0.68

VERTICAL FEATURES *		(Subject to Availability)
ISDN Pckt Switch IEO on Dmnd B Ch	\$/Feature/Month	\$3.14
ISDN Circuit Switched Voice	\$/Feature/Month	\$0.60
ISDN Basic Circuit Switched Data	\$/Feature/Month	\$6.73
ISDN Pack Switch IAO D Channel	\$/Feature/Month	\$0.56
ISDN X.25 Hunt Groups	\$/Feature/Month	\$0.74
ISDN Outgoing Call Line ID	\$/Feature/Month	\$0.02
ISDN Att'd - Power Failure Transfer	\$/Feature/Month	\$0.01
ISDN EDS Calling Name Display	\$/Feature/Month	\$0.03
ISDN Att'd Camp-On	\$/Feature/Month	\$0.00
ISDN Att'd Uniform Call Distribution	\$/Feature/Month	\$0.18
ISDN Call Forwarding Variable	\$/Feature/Month	\$0.01
ISDN Att'd Control of Facilities	\$/Feature/Month	\$0.09
ISDN Att'd ID on Incoming Calls	\$/Feature/Month	\$0.00
ISDN Att'd Direct Station Selection	\$/Feature/Month	\$0.01
ISDN Att'd Conference	\$/Feature/Month	\$4.63
ISDN Multi Line Hunt Group	\$/Feature/Month	\$0.51
ISDN Circular Hunting	\$/Feature/Month	\$0.09
ISDN Att'd Position Busy	\$/Feature/Month	\$0.03
ISDN Att'd Call Hold	\$/Feature/Month	\$0.07
ISDN Call Hold	\$/Feature/Month	\$0.16
ISDN Att'd Call Splitting	\$/Feature/Month	\$0.81
ISDN Call Pick Up	\$/Feature/Month	\$0.27
ISDN Business Group Auto Callback	\$/Feature/Month	\$0.02
ISDN Toll Restricted Service	\$/Feature/Month	\$0.10
ISDN att'd Through Dialing	\$/Feature/Month	\$0.00
ISDN Intercom Functions	\$/Feature/Month	\$0.00
ISDN Terminal Management	\$/Feature/Month	\$0.00
ISDN Priority Calling Incoming Only	\$/Feature/Month	\$0.00
ISDN Multi Directory Number Button	\$/Feature/Month	\$0.00
ISDN X.25 Closed User Groups	\$/Feature/Month	\$0.00
ISDN X.25 Fast Select	\$/Feature/Month	\$0.00
ISDN X.25 Fast Select Acceptance	\$/Feature/Month	\$0.00
ISDN X.25 1-Way Out Logical Channel	\$/Feature/Month	\$0.00
ISDN X.25 Reverse Charge	\$/Feature/Month	\$0.00
ISDN X.25 Reverse Charge Accept	\$/Feature/Month	\$0.00
ISDN X.25 Perm Virtual Call Service	\$/Feature/Month	\$0.00
ISDN Direct Connect	\$/Feature/Month	\$0.12
ISDN Switched Fractional DS 1 / Orig	\$/Feature/Month	\$2.44
ISDN Switched Fractional DS 1 / Term	\$/Feature/Month	\$2.44
ISDN PRI D-Channel Backup	\$/Feature/Month	\$0.06
ISDN PRI B Channel	\$/Feature/Month	\$2.01
ISDN Non-Facility Assoc Signaling	\$/Feature/Month	\$0.42
ISDN Facility Restriction Level	\$/Feature/Month	\$0.10
ISDN Time and Data Display	\$/Feature/Month	\$0.02
ISDN Inspect ISDN Terminals	\$/Feature/Month	\$0.07
ISDN Trunking Answer Any Station	\$/Feature/Month	\$0.13
ISDN X.25 Flow Control Pmttr Negot.	\$/Feature/Month	\$0.00
ISDN X.25 Incoming Calls Barred	\$/Feature/Month	\$0.00
ISDN X.25 Outgoing Calls Barred	\$/Feature/Month	\$0.00
ISDN X.25 Throughput Class Negot.	\$/Feature/Month	\$0.00
ISDN Xmit Delay Selection / Indication	\$/Feature/Month	\$0.00

VERTICAL FEATURES ▲		(Subject to Availability)
ISDN Bridging	\$/Feature/Month	\$0.42
ISDN Delayed & Abbreviated Ringing	\$/Feature/Month	\$0.01
ISDN Display Ringing Call Appearance Only	\$/Feature/Month	\$0.00
ISDN Feature Inspect	\$/Feature/Month	\$0.02
ISDN Intercom Alerting	\$/Feature/Month	\$0.01
ISDN Initiated Priority Calling	\$/Feature/Month	\$0.04
ISDN Remote Access to Features	\$/Feature/Month	\$0.29
ISDN Additional Call Offering	\$/Feature/Month	\$0.01

NON-RECURRING CHARGES - OTHER UNE's

LOCAL WHOLESALE SERVICES	Ordering Method	Ordering Method	Provisioning Method	Service Connection
	100% Manual	100% Electronic	Initial	Initial / Subsequent

LOCAL LOOPS (Includes NID's)

2-WIRE LOOP

Exchange - Basic - Initial	\$ 30.42	\$ 17.95	\$ 28.55	\$ 27.24
Exchange - Basic - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 8.57	\$ 7.26
Exchange - Basic - Subsequent	\$ 18.46	\$ 10.14	\$ 9.79	\$ 9.58
Exchange - Complex Non-Digital - Initial	\$ 30.42	\$ 17.95	\$ 46.58	\$ 45.27
Exchange - Complex Non-Digital - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 8.57	\$ 7.26
Exchange - Complex Non-Digital - Subsequent	\$ 18.46	\$ 10.14	\$ 9.79	\$ 9.58
Exchange - Complex Digital - Initial	\$ 30.42	\$ 17.95	\$ 46.58	\$ 45.27
Exchange - Complex Digital - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 8.57	\$ 7.26
Exchange - Complex Digital - Subsequent	\$ 18.46	\$ 10.14	\$ 9.79	\$ 9.58
Advanced - Basic - Initial	\$ 30.42	\$ 17.92	\$ 187.44	\$ 164.81
Advanced - Basic - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 177.41	\$ 145.61
Advanced - Basic - Subsequent	\$ 18.46	\$ 10.14	\$ 48.97	\$ 27.98

4-WIRE LOOP

Exchange - Basic - Initial	\$ 30.42	\$ 17.92	\$ 28.55	\$ 27.24
Exchange - Basic Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 8.57	\$ 7.26
Exchange - Basic - Subsequent	\$ 18.46	\$ 10.14	\$ 9.79	\$ 9.58
Advanced - Basic - Initial	\$ 30.42	\$ 17.95	\$ 187.44	\$ 164.81
Advanced - Basic - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 177.41	\$ 145.61
Advanced - Basic - Subsequent	\$ 18.46	\$ 10.14	\$ 48.97	\$ 27.98

DS-1 LOOP / PRI LOOP

Advanced - Complex Digital - Initial	\$ 37.86	\$ 18.56	\$ 280.20	\$ 257.37
Advanced - Complex Digital - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 154.80	\$ 123.00
Advanced - Complex Digital - Subsequent	\$ 18.46	\$ 10.14	\$ 56.49	\$ 35.50

DS-3 LOOP

Advanced - Complex Digital - Initial	\$ 37.86	\$ 18.56	\$ 280.20	\$ 257.37
Advanced - Complex Digital - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 154.80	\$ 123.00
Advanced - Complex Digital - Subsequent	\$ 18.46	\$ 10.14	\$ 56.49	\$ 35.50

LOCAL END OFFICE SWITCHING

PORTS

Exchange - Basic - Initial	\$ 28.93	\$ 16.56	\$ 15.27	\$ 14.85
Exchange - Basic - Disconnect	\$ 8.00	\$ 4.98	\$ 12.94	\$ 12.52
Exchange - Basic - Subsequent (Port Feature)	\$ 21.33	\$ 13.30	\$ 1.44	\$ 1.44
Exchange - Basic - Subsequent (CO Connection)	\$ 17.74	\$ 9.71	\$ 10.79	\$ 10.58

* Ordered in Docket 990649B-TP, Order No. PSC-02-1574-FOF-TP issued November 15, 2002.

LOCAL WHOLESALE SERVICES	Ordering 100 Manual	Ordering Satellite Spec	Provisioning Service Initiation	Connection Addition
Exchange - Complex - Non-Digital - Initial	\$ 42.77	\$ 24.49	\$ 41.21	\$ 21.50
Exchange - Complex - Non-Digital - Disconnect	\$ 8.00	\$ 4.98	\$ 36.59	\$ 16.17
Exchange - Complex - Non-digital - Subsequent (Port Feature)	\$ 28.59	\$ 20.56	\$ 5.23	\$ 5.23
Exchange - Complex - Non-digital - Subsequent (Switch Feature Group)	\$ 34.44	\$ 20.56	\$ 25.32	\$ 6.05
Exchange - Complex - Non-digital - Subsequent (CO Connection)	\$ 17.74	\$ 9.71	\$ 10.81	\$ 10.60
COIN PORT				
Exchange-Basic-Initial	\$28.93	\$16.56	\$15.27	\$14.85
Disconnect	\$8.00	\$4.98	\$12.94	\$12.52
Exchange-Basic-Subsequent (CO Connection)	\$17.74	\$9.71	\$10.79	\$10.58
DS-1 PORT				
Advanced-Complex-Initial	\$48.35	\$30.07	\$165.86	\$140.46
Disconnect	\$11.20	\$8.42	\$77.21	\$51.61
Advanced-Complex-Subsequent	\$20.24	\$12.21	\$66.03	\$40.85
ISDN-BRI-PORT				
Exchange-Complex Digital-Initial	\$42.77	\$24.49	\$36.54	\$16.82
Disconnect	\$8.00	\$4.98	\$32.92	\$12.49
Exchange-Complex Digital-Subsequent (Port Feature)	\$28.59	\$20.56	\$7.12	\$7.12
Exchange-Complex Digital-Subsequent (Switch Feature Group)	\$34.44	\$20.56	\$25.32	\$25.32
Exchange-Complex Digital-Subsequent (CO Connection)	\$17.74	\$9.71	\$10.81	\$10.60
ISDN PRI PORT				
Advanced - Complex - Initial	\$ 48.35	\$ 30.07	\$ 165.86	\$ 140.46
Advanced - Complex - Disconnect	\$ 11.20	\$ 8.42	\$ 77.21	\$ 51.61
Advanced - Complex - Subsequent	\$ 20.24	\$ 12.21	\$ 66.03	\$ 40.85
HOUSE AND RISER CABLE				
Exchange	\$ 39.89	\$ 26.85	\$ 30.25	N/A
Disconnect	\$ 9.44	\$ 6.16	\$ 25.70	N/A
UNBUNDLED DIGITAL				
Exchange	\$39.89	\$26.85	\$ 1.10	N/A
SUB LOOP				
2-WIRE FEEDER & 4-WIRE FEEDER				
Exchange - FDI Feeder Connection - Initial	\$ 30.42	\$ 17.95	\$ 20.14	\$ 12.83
Exchange - FDI Feeder Connection - Initial - Disconnect	\$ 9.05	\$ 6.03	\$ 19.80	\$ 11.29
Exchange - FDI Feeder Connection - Subsequent	\$ 18.46	\$ 10.14	\$ 15.21	\$ 6.60
2 WIRE DISTRIBUTION & 4-WIRE DISTRIBUTION				

LOCAL WHOLESALE SERVICES	Offering Type	Offering Sample (Mo)	Provisioning Initial	Service Connection Initial
(Includes NID)				
Exchange - FDI Distribution Connection - Initial		\$ 30.42	\$ 17.95	\$ 36.58
Exchange - FDI Distribution Connection - Initial - Disconnect		\$ 9.05	\$ 6.03	\$ 18.71
Exchange - FDI Distribution Connection - Subsequent		\$ 18.46	\$ 10.14	\$ 15.21
2-WIRE DROP & 4-WIRE DROP (Includes NID)				
Serving Terminal Connection - Initial		\$ 30.42	\$ 17.95	\$ 13.17
Serving Terminal Disconnect		\$ 9.05	\$ 6.03	\$ 14.92
Serving Terminal Connection - Subsequent		\$ 18.46	\$ 10.14	\$ 12.06
DARK FIBER				
Advanced - Service Inquiry Charge (Dark Fiber Record Review) ▲		\$ 316.40	\$ 314.73	N/A
Unbundled DF Loops & Sub-Loops▲				
Advanced - Unbundled Loop		\$ 44.02	\$ 42.35	\$ 67.62
Disconnect		\$ 25.71	\$ 25.71	\$ 67.62
Dark Fiber Sub-Loop Feeder▲				
Advanced - Sub-Loop Feeder		\$ 44.02	\$ 42.35	\$ 67.62
Disconnect		\$ 25.71	\$ 25.71	\$ 67.62
Dark Fiber Sub-Loop Distribution ▲				
Advanced - Sub-Loop Distribution		\$ 44.02	\$ 42.35	\$ 69.51
Disconnect		\$ 25.71	\$ 25.71	\$ 69.51
Unbundled DF Dedicated Transport (Per Fiber Strand)▲				
Advanced - UNE Inter-Office Dedicated Transport		\$ 44.02	\$ 42.35	\$ 70.29
Disconnect		\$ 25.71	\$ 25.71	\$ 70.29
Intermediate Office Cross connect		\$ 17.65		
Dark Fiber Optional Engineering Services (Based on Time and Material charges, per hour)				
Customer Access Facility (CAF) Planner		\$ 95.06		
Business Response Provisioning Center (BRPC) Design		\$ 50.63		
Central Office (CO) Maintenance		\$ 48.39		
Outside Plant (OSP) Construction		\$ 59.99		
Outside Plant (OSP) Engineer		\$ 83.98		
ENHANCED EXTENDED LINK Loop portion (In addition to and other charges apply if applicable to the EEL arrangement) ▲				
Advanced - Basic - Initial		\$ 53.12	\$ 35.38	\$ 277.83
Advanced - Basic - Disconnect		\$ 40.59	\$ 24.71	\$ 154.79
Advanced - Basic - Subsequent		\$ 44.36	\$ 24.94	\$ 87.41
DSO Initial		\$ 53.12	\$ 35.38	\$ 242.65

LOCAL WHOLESALE SERVICES	Original 100% Manual	Original Semi-Mech	Provisioning Service Commission	
	Manual	Mech	Initial	Additional
DS0 - Initial Disconnect	\$ 40.59	\$ 24.71	\$ 140.04	N/A
DS0 - Subsequent	\$ 44.36	\$ 24.94	\$ 87.41	N/A
DS1/DS3 - Initial	\$ 61.55	\$ 44.83	\$ 331.84	N/A
DS1 / DS3 Disconnect	\$ 41.73	\$ 25.01	\$ 176.02	N/A
DS1/DS3 - Subsequent	\$ 44.36	\$ 24.94	\$ 86.89	N/A
ONE COMBINATIONS (UNEPS) FEES				
DS3 to DS1 Multiplexing	N/A	N/A	\$ 99.42	N/A
DS1 to Voice Multiplexing	N/A	N/A	\$ 99.42	N/A
Changeover (Conversion) from Special Access to EEPS or Transport				
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)	\$96.48	\$59.33	\$24.98	N/A
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	\$3.87	\$2.20	\$24.98	N/A
DS0 Changeover (As Is)	\$ 96.48	\$ 59.33	\$ 24.98	N/A
DS0 - Changeover (As Is) - MOG	\$ 3.87	\$ 2.20	\$ 24.98	N/A
DS1/DS3 Changeover (As Is)	\$ 106.97	\$ 69.83	\$ 24.98	N/A
DS1/DS3 Changeover (As Is)- Additional MOG (Mass Order Generator) Only	\$ 3.87	\$ 2.20	\$ 24.98	N/A

LOCAL WHOLESALE SERVICES	Ordering Initial	Ordering Subsequent	Provisioning Initial Unit	Provisioning Subsequent Unit
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LOOP CONDITIONING

Not charged for loops 18,000 feet or less

Loop Conditioning - Bridged Tap Removal Only	N/A	N/A	N/A	N/A
Loop Conditioning - Bridged Tap Removal - Loops under 18,000 feet	N/A	N/A	\$ 0.00	\$ 0.00
Loop Conditioning - Bridged Tap Removal - Loops over 18,000 feet	N/A	N/A	\$318.71	N/A
Loop Conditioning - Load Coil Removal Only	N/A	N/A	N/A	N/A
Loop Conditioning - Load Coil Removal - Loops under 18,000 feet	N/A	N/A	\$ 0.00	\$ 0.00
Loop Conditioning - Load Coil Removal - Loops over 18,000 feet	N/A	N/A	\$ 249.91	\$ 249.91
Loop Conditioning - Load Coils / Bridged Tap Removal under 18,000 feet	N/A	N/A	\$ 0.00	\$ 0.00
Loop Conditioning - Load Coils / Bridged Tap Removal over 18,000 feet	N/A	N/A	\$ 568.62	\$249.91

LOOP QUALIFICATION

Loop Qualification	\$ 0.51	\$ 0.51	N/A	N/A
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LINE PLATFORM

Exchange - Basic - Initial	\$ 31.57	\$ 22.13	\$ 28.23	\$ 26.58
Exchange - Basic - Subsequent▲	\$ 18.52	\$ 11.17	\$ 1.04	\$ 1.04
Exchange - Basic - Changeover (As Specified)▲	\$ 22.43	\$ 13.36	\$ 7.48	\$ 7.48
Exchange - Complex Non-Digital - Initial	\$ 41.35	\$ 27.53	\$162.41	\$ 31.70
Exchange - Complex Non-Digital - Subsequent (Line Feature)▲	\$ 18.52	\$ 11.17	\$ 4.80	\$ 4.80
Exchange - Complex Non-Digital - Subsequent (Switch Feature Group)▲	\$ 24.79	\$ 11.17	\$ 23.21	N/A
Exchange - Complex Non-Digital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 3.61	\$ 3.61
Exchange - Complex Non-Digital - Changeover (As Specified)▲	\$ 33.15	\$ 17.82	\$ 21.74	\$ 4.06
Exchange - Complex Digital - Initial	\$ 41.35	\$ 27.53	\$ 205.75	\$ 28.18
Exchange - Complex Digital - Subsequent (Line Feature)▲	\$ 18.52	\$ 11.17	\$ 6.53	\$ 6.53
Exchange - Complex Digital - Subsequent (Switch Feature Group)▲	\$ 24.79	\$ 11.17	\$ 23.21	\$ N/A
Exchange - Complex Digital - Changeover (As Is)	\$ 22.35	\$ 17.96	\$ 4.18	\$ 4.18
Exchange - Complex Digital - Changeover (As Specified)▲	\$ 33.15	\$ 17.82	\$ 22.08	\$ 4.39
Advanced - Complex - Initial	\$ 48.35	\$ 34.53	\$681.24	\$303.66
Advanced - Complex - Subsequent▲	\$ 27.13	\$ 13.52	\$ 67.45	\$ 44.36
Advanced - Complex - Changeover (As Is)	\$ 24.06	\$ 19.67	\$ 51.51	\$ 34.17
Advanced - Complex - Changeover (As Specified)▲	\$ 47.98	\$ 32.64	\$ 85.89	\$ 62.80

INTEROFFICE DEDICATED TRANSPORT (IDT) Also applies to IDT portion of an EL arrangement

LOCAL WHOLESALE SERVICES	Initial	Disconnect	Initial	Disconnect
	Month	Month	Month	Month

IDT DS0 / VG

Advanced - Basic - Initial	\$ 53.12	\$ 33.71	\$ 221.80	N/A
Advanced - Basic - Disconnect	\$ 40.59	\$ 24.71	\$ 103.55	N/A
Advanced - Basic - Subsequent	\$ 44.36	\$ 24.94	\$ 80.16	N/A

IDT DS1 & IDT DS3

Advanced - Complex - Initial	\$ 61.55	\$ 43.16	\$ 314.33	N/A
Advanced - Complex - Disconnect	\$ 41.73	\$ 25.01	\$ 119.26	N/A
Advanced - Complex - Subsequent	\$ 44.36	\$ 24.94	\$ 86.89	N/A

REGAL WHOLESALE SERVICES	Original Rate	Original Semi-Mo.	Provisioning Semi-Mo.	Service Connection Initial Int. / Add'l Int.
DEDICATED TRANSPORT (CDT) - Also applies to CDT portion of an EFL arrangement	Manual			

CDT 2-Wire & CDT 4-Wire *

Entrance Facility/Dedicated Transport DS0 - Initial	\$ 53.12	\$ 33.71	\$ 305.60	N/A
Entrance Facility/Dedicated Transport DS0 - Disconnect	\$ 40.59	\$ 24.71	\$ 122.46	N/A
Entrance Facility/Dedicated Transport DS0 - Subsequent	\$ 44.36	\$ 24.94	\$ 96.67	N/A

CDT DS1 & CDT DS3*

Entrance Facility/Dedicated Transport DS1/DS3 - Initial	\$ 53.55	\$ 43.16	\$ 386.17	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Disconnect	\$ 41.73	\$ 25.01	\$ 156.58	N/A
Entrance Facility/Dedicated Transport DS1/DS3 - Subsequent	\$ 44.36	\$ 24.94	\$ 96.15	N/A

Clear Channel Capability	N/A	N/A	\$92.00	N/A
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SIGNALING STS/EM7/SS7*

Facilities and Trunks - Initial	\$161.97	\$ 142.56	\$456.14	N/A
Facilities and Trunks - Disconnect	\$ 84.59	\$ 72.71	\$ 296.56	N/A
Facilities and Trunks - Subsequent (with Engineering Review)	\$ 72.51	\$ 53.10	\$ 324.06	N/A
Facilities and Trunks - Subsequent (w/o Engineering Review)	\$ 72.51	\$ 53.10	\$ 108.57	N/A
Trunks Only - Initial	\$ 81.83	\$ 62.41	\$ 394.59	N/A
Trunks Only - Disconnect	\$ 47.72	\$ 32.47	\$ 273.16	N/A
Trunks Only - Subsequent (with Engineering Review)	\$ 48.40	\$ 28.99	\$ 307.81	N/A
Trunks Only - Subsequent (w/o Engineering Review)	\$ 48.40	\$ 28.99	\$ 108.57	N/A
STP Ports (SS7 Links)	\$ 161.97	\$142.56	\$361.84	N/A
STP Ports - Disconnect	\$ 84.59	\$ 72.71	\$ 252.29	N/A

CUSTOMIZED ROUTING	BFR	BFR	BFR	BFR
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MISCELLANEOUS CHARGES

Coordinated Conversions*

Exchange - Standard Interval	\$ 22.27	\$ 22.27	N/A	N/A
Exchange - Additional Interval	\$ 17.74	\$ 17.74	N/A	N/A
Advanced - Standard Interval	\$ 22.27	\$ 22.27	N/A	N/A
Advanced - Additional Interval	\$ 17.74	\$ 17.74	N/A	N/A

Hot-Cut Coordinated Conversions*

Exchange - Standard Interval	\$ 75.48	\$ 75.48	N/A	N/A
Exchange - Additional Interval	\$ 17.74	\$ 17.74	N/A	N/A
Advanced - Standard Interval	\$ 75.48	\$ 75.48	N/A	N/A
Advanced - Additional Interval	\$ 17.74	\$ 17.74	N/A	N/A

LOCAL WHOLESALE SERVICES	Ordering per Manual	Ordering Self-Admin	Provisioning Initial	Service Connection Initial
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EXPEDITES - Other

UNE Loop/Port - Exchange Services ▲	\$ 4.27	\$ 4.27	N/A	N/A
UNE Loop/Port - Exchange Services ▲	\$ 25.32	\$ 25.32	N/A	N/A
Network Wholesale Products - Dedicated Transport/SS7/Dark Fiber	\$65.16	\$65.16	N/A	N/A

OTHER

Customer Record Search (Per Account) ▲	\$ 7.13	N/A	N/A	N/A
Design Change Charge - EELs and Transport	\$27.00	\$27.00	N/A	N/A
CLEC Account Establishment (per CLEC) ▲	\$ 140.91	\$ 140.91	N/A	N/A
No Access Customer Will Advise▲	\$ 90.33	\$ 90.33	N/A	N/A

LINE SHARING - CLEC OWNED SPLITTER

CLEC Splitter Connection - Initial	\$ 32.19	\$ 22.52	\$ 53.04	\$ 47.29
CLEC Splitter Connection - Subsequent	\$ 13.24	\$ 9.83	\$ 14.49	\$ 13.53

Application of NRCs

Preordering:

CLEC Account Establishment is a one-time charge applied the first time that BHN orders any service from this Agreement.

Customer Record Search applies when BHN requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Initial Service Order (ISO) applies to each Local Service Request (LSR) and Access Service Request (ASR) for new service. Charge is Manual (e.g. for a faxed order) or Semi-Mechanized (e.g. for an electronically transmitted order) based upon the method of submission used by the CLEC.

Subsequent Service Order applies to each LSR/ASR for modifications to an existing service. Charge is Manual or Semi-Mechanized based upon the method of submission used by the CLEC.

Advanced ISO applies per LSR/ASR when engineering work activity is required to complete the order.

Exchange ISO applies per LSR/ASR when no engineering work activity is required to complete the order.

Provisioning – Initial Unit applies per ISO for the first unit installed. The Additional Unit applies for each additional unit installed on the same ISO.

Basic Provisioning applies to services that can be provisioned using standard network components maintained in inventory without specialized instructions for switch translations, routing, and service arrangements.

Complex Provisioning applies to services that require special instruction for the provisioning of the service to meet the customer's needs.

Examples of services and their Ordering/Provisioning category that applies:

Exchange-Basic: 2-Wire Analog, Standard Sub-Loop Distribution, Standard Sub-Loop Feeder, Drop and NID.

Exchange-Complex: Non-loaded Sub-Loop Distribution, Non-load Sub-Loop Feeder, Loop Conditioning, Customized Routing, ISDN BRI Digital Line Side Port and Line Sharing.

Advanced-Basic: 2-Wire Digital Loop, 4-Wire Digital Loop, 4-Wire Analog

Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber, EELs, and ISDN PRI Digital Trunk Side Port

Conditioning applies in addition to the ISO, for each Loop or Sub-Loop UNE for the installation and grooming of Conditioning requests.

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Changeover Charge applies to UNE-P and EEL orders when an existing retail, resale, or special access service is already in place.

Service Inquiry – Dark Fiber applies per service inquiry when a CLEC requests Verizon to determine the availability of dark fiber on a specific route.

EELs

The NRCs that generally apply to an EEL arrangement are applicable ordering & provisioning charges for EEL Loops, IDT, CDT, Multiplexing and Clear Channel Capability.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if BHN requests service prior to the standard due date intervals and the expedite request can be met by Verizon.

Coordinated Conversion applies if BHN requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if BHN requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

Design Change Charge applies to EELs & Transport orders for design changes requested by the CLEC.

IV. Rates and Charges for 911

	Non-Recurring Charge	Monthly Recurring Charge
DS1	Tariff	Tariff
DSO 911 Trunk	Tariff	Tariff
E911 Selective Router Ports		
Ports Per Trunk	\$260.00	\$30.00
Wireless Additive Per Port	N/A	\$13.00
ALI Database Services		
Centralized ALI Port Per System (for third party data--Note 1)	\$200.00	\$62.00
PSALI Software Per Package	\$790.80	\$20.00
ALI Gateway/DMARCS Service	\$135.00	\$36.00
Selective Router Boundary Maps Per Map	\$125.00	N/A
MSAG Copies via Diskette/Electronic		
Per County		
First Copy Per Order	\$276.00	N/A
Daily Updates	\$ 37.00	N/A

V. Collocation Rates

See FL Intrastate Access Tariff, Section 19, Collocation Service.

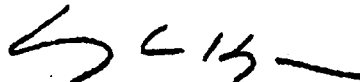
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copies of the foregoing were sent via overnight delivery(*) on January 4, 2006 and U.S. mail(**) on January 5, 2006 to:

Staff Counsel(*)
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Cole, Raywid & Braverman, LLP(**)
Attention: Christopher W. Savage, Esq.
1919 Pennsylvania Avenue NW
Washington, DC 20006

Bright House Networks Information Services (Florida), LLC(**)
Attention: Arthur C. Orduna
VP - Strategic Initiatives
P. O. Box 4739
East Syracuse, NY 13221



Leigh A. Hyer



This search produced 2 records.

Tariff Number:	T030765
Action:	ADMIN
Company:	<u>Time Warner Cable Information Services (Florida), LLC d/b/a Time Warner Cable Information Services (TX631)</u>
Effective Date:	9/22/2003
Date Filed:	7/8/2003
Official Filing Date:	6/25/2003
Description:	Filing changes the company name from Time Warner Cable Information Services (Florida), LLC d/b/a Time Warner Cable Information Services d/b/a Time Warner Cable d/b/a Time Warner Communications to Bright House Networks Information Services (Florida), LLC.
Recomm. Date:	Not Entered
Agenda Date:	Not Entered
Tariff Website:	Not Available

Tariff Number:	T011260
Action:	AGENDA
Company:	<u>Time Warner Cable Information Services (Florida), LLC d/b/a Time Warner Cable Information Services (TX631)</u>
Effective Date:	1/10/2002
Date Filed:	12/4/2001
Official Filing Date:	11/30/2001
Description:	ALEC application for Time Warner Cable Information Services (Florida), LLC PRICE LIST NOT INCLUDED
Recomm. Date:	12/5/2001
Agenda Date:	12/17/2001
Tariff Website:	Not Available



Florida Public Service Commission

2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850
1-800-342-3552

EXHIBIT 22

TO AVOID PENALTY AND INTEREST CHARGES, THE REGULATORY ASSESSMENT FEE RETURN MUST BE FILED ON OR BEFORE FIELD(2)

Competitive Local Exchange Company Regulatory Assessment Fee Return

STATUS:

- ☒ Actual Return
☐ Estimated Return
☐ Amended Return

PERIOD COVERED:

FIELD(3)

1/1/05 - 6/30/05

Bright House Networks Information
 Services of Florida, LLC

Florida Public Service Commission

(See Filing Instructions on Back of Form)

FIELD(1)

TX631

Bright House Networks Information Services (Florida) LLC

Bright House Networks
 c/o Advance/Newhouse Communications
 PO Box 4739
 Syracuse, NY 13221-4739

Please Complete Below If Official Mailing Address Has Changed

(Address)

(City/State)

(Zip)

FOR PSC USE ONLY

Check # 000003434

\$ 14716.07 06-03-001 003001

\$ P 06-03-001 004011

\$ I

Postmark Date 7-29-05

Initials of Preparer RT

LINE

NO.

ACCOUNT CLASSIFICATION

FLORIDA GROSS

OPERATING REVENUE

INTRASTATE REVENUE

1. Basic Local Services
2. Long Distance Services (IntraLATA only) ⁽¹⁾
3. Access Services
4. Private Line Services
5. Leased Facilities & Circuits Services
6. Miscellaneous Services

\$ 10,290,910.57

\$ 7,358,036.81

7. TOTAL REVENUES

8. LESS: Amounts Paid to Other Telecommunications Companies ⁽²⁾

\$ 7,358,036.81

9. NET INTRASTATE OPERATING REVENUE for Regulatory Assessment Fee Calculation (Line 7 less Line 8)

10. Regulatory Assessment Fee Due (Multiply Line 9 by 0.0020)

11. Penalty for Late Payment (see "3. Failure to File by Due Date" on back)

12. Interest for Late Payment (see "3. Failure to File by Due Date" on back)

13. Extension Payment Fee (see "4. Extension" on back)

\$ 7,358,036.81

\$ 14,716.07

14. TOTAL AMOUNT DUE (\$50 MINIMUM)

\$ 14,716.07 ⁽³⁾

(1) Other long distance revenue must be listed on the Interexchange Regulatory Assessment Fee Return.

(2) These amounts must be intrastate only and must be verifiable (see "2. Fees" on back).

(3) Regardless of the gross operating revenue of a company, a minimum annual regulatory assessment fee of \$50 shall be imposed as provided in Section 364.336, Florida Statutes.

CURRENT COMPANY STATUS

() Facilities-Based Provider

() Reseller

() Other:

BILLING INFORMATION

Complete below if billing agent is other than yourself.

(Name)

(Address: City/State/Zip)

(Telephone)

COMPANY INFORMATION

Do you lease telecommunications facilities? () YES ☒ NO

If YES, who do you lease these facilities from? Name:

Address:

I, the undersigned owner/officer of the above-named company, have read the foregoing and declare that to the best of my knowledge and belief the above information is a true and correct statement. I am aware that pursuant to Section 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his/her duty shall be guilty of a misdemeanor of the second degree.

Clifford E. Jackson
 (Signature of Company Official)

Clifford E. Jackson
 (Preparer of Form - Please Print Name)

Tax Director
 (Title)

7/26/05
 (Date)

Telephone Number 351-88-4170 Fax Number 351-438-4143

F.E.I. No. 59-3758339

TO AVOID PENALTY AND INTEREST CHARGES, THE REGULATORY ASSESSMENT FEE RETURN MUST BE FILED ON OR BEFORE FIELD(2)

Competitive Local Exchange Company Regulatory Assessment Fee Return

STATUS:

- ☒ Actual Return
☐ Estimated Return
☐ Amended Return

PERIOD COVERED:
 FIELD(3)
 7/1/05 - 12/31/05

Florida Public Service Commission
 (See Filing Instructions on Back of Form)

FIELD(1)
 TX 631 - 05 - 0 - 818 550 01 2517
 Bright House Networks Information Svc (Florida) Inc
 40 Advance/Newhouse Comm.
 PO Box 4789
 Syracuse, NY 13221-4789

Please Complete Below If Official Mailing Address Has Changed

FOR PSC USE ONLY

Check # 0000004301
 \$ 42,664.62 06-03-001
 003001
 \$ _____ P 06-03-001
 004011
 \$ _____ I
 Postmark Date 1-24-06
 Initials of Preparer _____

(Name of Company) _____ (Address) _____ (City/State) _____ (Zip) _____

LINE NO.	ACCOUNT CLASSIFICATION	FLORIDA GROSS OPERATING REVENUE	INTRASTATE REVENUE
1.	Basic Local Services	\$ <u>69,885,396.83</u>	\$ <u>21,332,308.73</u>
2.	Long Distance Services (IntraLATA only) ⁽¹⁾	_____	_____
3.	Access Services	_____	_____
4.	Private Line Services	_____	_____
5.	Leased Facilities & Circuits Services	_____	_____
6.	Miscellaneous Services	_____	_____
7.	TOTAL REVENUES		\$ <u>21,332,308.73</u>
8.	LESS: Amounts Paid to Other Telecommunications Companies ⁽²⁾		<u>0</u>
9.	NET INTRASTATE OPERATING REVENUE for Regulatory Assessment Fee Calculation (Line 7 less Line 8)		\$ <u>21,332,308.73</u>
10.	Regulatory Assessment Fee Due (Multiply Line 9 by 0.0020)		<u>42,664.62</u>
11.	Penalty for Late Payment (see "3. Failure to File by Due Date" on back)		_____
12.	Interest for Late Payment (see "3. Failure to File by Due Date" on back)		_____
13.	Extension Payment Fee (see "4. Extension" on back)		_____
14.	TOTAL AMOUNT DUE (\$50 MINIMUM)		\$ <u>42,664.62</u> ⁽³⁾

(1) Other long distance revenue must be listed on the Interexchange Regulatory Assessment Fee Return.

(2) These amounts must be intrastate only and must be verifiable (see "2. Fees" on back).

(3) Regardless of the gross operating revenue of a company, a minimum annual regulatory assessment fee of \$50 shall be imposed as provided in Section 364.336, Florida Statutes.

CURRENT COMPANY STATUS

() Facilities-Based Provider

() Reseller

() Other: _____

BILLING INFORMATION

Complete below if billing agent if other than yourself.

(Name) _____ (Address: City/State/Zip) _____ (Telephone) _____

COMPANY INFORMATION

Do you lease telecommunications facilities? () YES ☒ NO
 If YES, who do you lease these facilities from? Name: _____

Address: _____

I, the undersigned owner/officer of the above-named company, have read the foregoing and declare that to the best of my knowledge and belief the above information is a true and correct statement. I am aware that pursuant to Section 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his/her duty shall be guilty of a misdemeanor of the second degree.

Clifford E. Jackson
 (Signature of Company Official)
 (Preparer of Form - Please Print Name)

Tax Director 1/17/06
 (Title) (Date)
 Telephone Number 315.438-4170 Fax Number 315.438-4643
 F.E.I. No. 59-3758339

EXHIBIT 23

TROUTMAN SANDERS LLP

ATTORNEYS AT LAW
A LIMITED LIABILITY PARTNERSHIP

401 9TH STREET, N.W. - SUITE 1000
WASHINGTON, D.C. 20004-2134
www.troutmansanders.com
TELEPHONE: 202-274-2950

Raymond A. Kowalski
raymond.kowalski@troutmansanders.com

Direct Dial: 202-274-2927
Fax: 202-654-5677

March 20, 2006

J.D. Thomas, Esq.
Hogan & Hartson L.L.P.
Columbia Square
555 Thirteenth Street, NW
Washington, DC 20004

Re: Bright House Networks Request for Data from Tampa Electric Company

Dear Mr. Thomas:

On behalf of Tampa Electric Company ("TECO"), this responds to your letter of February 17, 2006, on behalf of Bright House Networks ("BHN"). Pursuant to Section 1.1404(j) of the rules of the Federal Communications Commission ("FCC"), you have requested the following information:

1. TECO's pole attachment rental rate calculations and source data.
2. TECO's continuing property records pertaining to TECO's pole and pole related investments.
3. The current number of utility poles in service.
4. Records and other material indicating the amounts that TECO has booked to FERC Account 364 that consists of equipment other than poles, anchors and guys for the years 2000, 2001, 2002, 2003, 2004 and 2005.

1. Rental Rate Calculations and Source Data

Enclosed are sheets that show the calculation of the cable rate and the telecom rate for the years 2000¹, 2001², 2002, 2003, 2004 and 2005. Each sheet is annotated with the source of the data. In accordance with Section 1.1404(j) of the FCC's rules, copies of the supporting pages from FERC Form 1 or reports to state agencies, have also been included.

¹ For the year 2000, only the calculation of the cable rate is provided.

² TECO has been unable to locate a final version of the calculation of the 2001 telecom rate. The company was able to locate a non-final draft of the calculation and the draft is included herewith. If the final version of the 2001 calculation is found, it will be promptly provided.

2. Continuing property records pertaining to pole and pole related investments.

We are unable to determine what information this request is seeking beyond that which is being provided. As you know, Section 1.1404(j) of the FCC's rules authorizes BHN to request and requires TECO to provide, in the case of poles, the information described in Section 1.1404(g) of the rules. There are several items of information described in subsection (g), virtually all of which are being provided in response to Request Number 1. This submission complies fully with subsection (g)(2), which states that the data and information should be derived from FERC Form 1 or other reports filed with state or federal agencies. Accordingly, no additional information is being provided in response to Request Number 2.

3. Poles in Service

The current number of poles in service is 305,042³. TECO has maintained meticulous records of its poles in service, including records of the location and attachments on each pole. These records run to thousands of pages, and TECO is willing to permit your inspection and/or copying of these records.

4. Amounts Booked to FERC Account 364

TECO has made a good faith effort to identify and provide the requested information. However, TECO has determined that the information is not available. Section 1.1404(g)(1)(ii) applies to your request for this information. This subsection states that the data and information to be provided in response to your request shall include: "The investment in crossarms and other items which do not reflect the cost of owning and maintaining poles, if available."

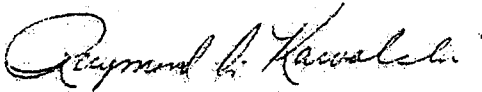
In Florida, pursuant to the Florida Administrative Code, Section 25-6.0142, utilities maintain their accounts according to "retirement units." For poles and pole-related expenses, TECO has only three retirement units: 1. poles and fixtures; 2. foundations and pilings; and 3. pole reinforcing. Virtually no distribution poles are built with foundations or pilings. Pole reinforcing includes measures that are taken to extend the life of a pole that would otherwise have to be replaced. In short, there is no breakout of the crossarms and other items that are booked to FERC Account 364.

TECO considered whether this information could be derived from other sources. The company concluded, however, that there simply is no source from which the complete information that you are seeking could be derived.

³ The number of poles in service for prior years is, of course, reflected in the information provided in response to Request Number 1.

Should you wish us to discuss or elaborate on anything contained in this response, please do not hesitate to contact us.

Sincerely,

A handwritten signature in cursive script, appearing to read "Raymond A. Kowalski".

Robert P. Williams, II
Raymond A. Kowalski

Counsel for Tampa Electric Company

Enclosures

cc: Tampa Electric Company
Suzanne M. Tetreault
Rosemary McEnery
Alexander P. Starr
Michael S. Hooker

2005 FCC POLE RENTAL RATE - GRANDFATHERED CATV ONLY

LINE
NO.

FCC 00-116, April 3, 2000 Methodology

17-Mar-2006

INPUTS:
(BASED ON FERC FORM 1 DATA FOR YEAR ENDING 12/31/04)

1	RATE OF RETURN	0.1175	1. Authorized rate of return
2	DEPRECIATION RATE FOR POLES	0.0400	2. Pft Acctg, Just K.
3	TOTAL A&G EXPENSE	86,889,504	3. Form1, P323, L168
4	NET UTILITY PLANT	3,153,811,939	4. Form1, P200, L15
5	MAINTENANCE OF OH LINES #593	7,774,501	5. Form1, P322, L119
6	PLANT ACCOUNTS (Distribution)		6. Form 1, P207, L59
7	#364 Poles, Towers & Fixtures	184,861,748	7. Form1, P207, L80
8	#365 OH Conductor / Devices	161,484,411	8. Annual Stat. Rpt
9	#369.01 Services	61,513,532	9. Osmose Audit in '01 - number of poles(299,483) plus poles added '02, '03 & '04
10	TOTAL	407,959,689	10. Annual Stat. Rpt
11	NUMBER OF POLES	303,837	10. Annual Stat. Rpt
12	DEPR RES-POLES (108 for 364)	73,876,560	10. Annual Stat. Rpt
13	DEPR RES-OVERHEAD (365)	97,136,202	10. Annual Stat. Rpt
14	DEPR RES-SERVICES (369.01)	26,159,280	Provided by tax dept.
15	DEFERRED INC. TAXES -POLES (109 for 364)	187,174,022	provided by tax dept. for 369.00 and 369.01
16	DEFERRED INC. TAXES -OVERHEAD (365)	14,086,742	
17	DEFERRED INC. TAXES -SERVICES (369.01)	15,648,935	
18	Gross Plant Investment, Form 1, p200, L13 col b	5,406,836	GL 108
19	Accumulated Deprec. 108	35,153,513	DIT all. - tax dept. 05/28/03
20	Accum Deferred Inc.Taxes 190,281,282-283	4,896,586,369	
21	Taxes 408.1 - Taxes other than income, p 115, L 14, col E	1,722,815,060	
22	Taxes 409.1 - income taxes, util op inc, p 115, L 15 & 16	419,644,070	
23	Taxes 410.1 - provision for def inc taxes, p 115, L 17	120,783,694	
24	Taxes 411.4 - invest tax credit adjust, p 116, L19	37,860,863	
25	Taxes 411.1 - prov for def inc tax - credit, L 18, col E	123,676,287	
		(2,747,312)	
		75,907,423	

CALCULATION OF MAXIMUM FCC RATE:

Specified in FCC calc.

1	Net Investment in Bare Poles =	85% (Gross Pole Investment(364) - Pole Depreciation Reserve(108) - Accum Def Inc. Tax(190,281,282-283)
	=	\$76,988,444 x .85
2	=	\$65,438,478
3	Net Investment Per Bare Pole =	$\frac{\text{Net Investment in Bare Poles}}{\text{Number of Poles}}$
4	=	\$215.37
5	Administrative expense (as a percentage of net plant investment)	$\frac{\text{Total G \& Administrative Expense (FERC form 1, p 323, L168, col b)}}{\text{Net Utility Plant = Grs Pft Ins (p200, col b) - Acc Dep (108) - Acc Def Inc Tx (190,281,282-283)}}$
6	=	0.0315
7	Maintenance Expense (as a percentage of net pole investment)	$\frac{\text{Pole and Conductor Maintenance Expense (593)}}{(\text{Gross Pole Investment} - \text{Depreciation Reserve} - \text{Def. Inc. Tax}) + (\text{Gross Conductor Investment} - \text{Depreciation Reserve} - \text{Def Inc Tax}) + (\text{Gross Services Investment} - \text{Depreciation Reserve} - \text{Def Inc Tax})}$
8	=	0.0443
9	Depreciation (as a percentage of net pole investment)	$\frac{\text{Depreciation Rate for Gross Pole Investment} \times \text{Gross Pole Investment (acct 364)}}{\text{Net Pole Investment (accts 364-108-109)}}$
10	=	0.0857 0.0400 2.142738
11	Taxes (as a percentage of net plant investment)	$\frac{\text{Taxes Paid (accts 408.1+409.1+410.1+411.4-411.1)}}{\text{Net Utility Plant (GPt-108-190,281,282)}}$
12	=	0.0740
13	Cost of Capital (Mid-point of the allowable range for rate base rate of return)	

= 0.1175

14 Total Carrying Charge

15	Administrative Expense	0.0315
16	Maintenance Expense	0.0443
17	Depreciation	0.0857
18	Taxes	0.0740
19	Cost of Capital	<u>0.1175</u>
20	Total Carrying Charge	0.3530

21 Use Ratio = $\frac{\text{Space Used By Cable Company}}{\text{Total Useable Space}}$

= $\frac{1 \text{ Foot}}{13.5 \text{ Feet}}$

22 = 0.0741

Spec. in FCC calc.

23 Maximum FCC Rate = Net Investment Per Bare Pole x Total Carrying Charge x Use Ratio

24 = \$215.37 x 0.3530 x 0.0741

25 = \$5.63

NEW TELECOMM FCC RATE

2005

17-Mar-2006

LINE

NO.

INPUTS:

(BASED ON FERC FORM 1 DATA FOR YEAR ENDING 12/31/04)

1	RATE OF RETURN	0.1225
2	DEPRECIATION RATE FOR POLES	0.0400
3	TOTAL A&G EXPENSE	86,889,504
4	NET UTILITY PLANT	3,153,611,939
5	MAINTENANCE OF OH LINES #593	7,774,501
6	PLANT ACCOUNTS (Distribution)	
7	#364	164,981,746
8	#365	181,484,411
9	#369	61,513,532
10	TOTAL	407,959,689
11	NUMBER OF POLES	303,837
12	DEPR RES-POLES (108 for 364)	73,878,560
13	DEPR RES-OVERHEAD (365)	97,136,202
14	DEPR RES-SERVICES (369.01)	26,159,280
		197,174,022
15	DEFERRED INC. TAXES -POLES (109 for 364)	14,096,742
16	DEFERRED INC. TAXES -OVERHEAD (365)	15,648,935
17	DEFERRED INC. TAXES -SERVICES (369.01)	5,406,836
		35,153,513
18	Gross Plant Investment, Form 1, p200, L13 col b	
19	Accumulated Deprec. 108	
20	Accum Deferred Inc.Taxes 190,281,282-283	
21	Taxes 408.1 - Taxes other than income, p 115, L 13, col E	
22	Taxes 409.1 - income taxes, util op inc, p 115, L 14 & 15	
23	Taxes 410.1 - provision for def inc taxes, p 115, L 16	
24	Taxes 411.4 - invest tax credit adjust, p 115, L 18	
25	Taxes 411.1 - prov for def inc tax - credit, L 17, col E	

Net ~~25,543,720~~Net ~~1,007,560~~

CALCULATION OF MAXIMUM FCC RATE:

1	Net Investment in Bare Poles =	85% (Gross Pole Investment(364) - Pole Depreciation Reserve(108)-Def Inc Tax)
		\$76,986,444 x .85
2	=	\$65,438,478
3	Net Investment Per Bare Pole =	$\frac{\text{Net Investment in Bare Poles}}{\text{Number of Poles}}$
4	=	\$215.37
5	Administrative expense (as a percentage of net plant investment)	
	=	$\frac{\text{Total G \& Administrative Expense (FERC form 1, p 323, L168, col b)}}{\text{Net Utility Plant = Grs Plt Ins (p200, col b) - Acc Dep (108) - Acc Def Inc Tx (190,281,282-283)}}$
6	=	0.0315
7	Maintenance Expense (as a percentage of net pole investment)	
	=	$\frac{\text{Pole and Conductor Maintenance Expense (593)}}{(\text{Gross Pole Investment - Depreciation Reserve - Def. Inc. Tax}) + (\text{Gross Conductor Investment - Depreciation Reserve - Def Inc Tax}) + (\text{Gross Services Investment - Depreciation Reserve - Def Inc Tax})}$
8	=	0.0443
9	Depreciation (as a percentage of net pole investment)	
	=	$\frac{\text{Depreciation Rate for Gross Pole Investment} \times \text{Gross Pole Investment (acct 364)}}{\text{Net Pole Investment (accts 364-108-109)}}$
10	=	0.0857
11	Taxes (as a percentage of net plant investment)	
	=	$\frac{\text{Taxes Paid (accts 408.1+409.1+410.1+411.4-411.1)}}{\text{Net Utility Plant (GPI-108-190,281,282)}}$

Date: 3/17/2006

12 = 0.0740

13 Cost of Capital (Mid-point of the allowable range for rate base rate of return)

= 0.1225

14 Total Carrying Charge

15	Administrative Expense	0.0315
16	Maintenance Expense	0.0443
17	Depreciation	0.0857
18	Taxes	0.0740
19	Cost of Capital	<u>0.1225</u>
20	Total Carrying Charge	0.3580

21 Use Ratio = $\frac{\text{Space Used By Cable Company}}{\text{Total Useable Space}}$

= $\frac{1 \text{ Foot}}{13.5 \text{ Feet}}$

22 = 0.0741

23 Old Rate = Net Investment Per Bare Pole x Total Carrying Charge x Use Ratio

24 = \$215.37 x 0.3580 x 0.0741

25 = \$5.71

NEW FCC RATE METHOD:

A	Bare Pole Cost	\$215.37	
B	Annual Carrying Charge	35.80%	
C	Unusable Space (feet)	24	
D	Average Number of Attaching Entities	2.08 (*)	<<< shown in audit provided by Kris A.
E	Total Pole Length (above grade) (feet)	37.5	
F	Space Allocated to Attaching Entity (feet)	1	
G	Usable Space (feet)	13.5	

(*) assumes no distinction between rural, urbanized & urban areas

NEW RATE FORMULA:

$\{[(F / G) \times (G / E)] + [(2 / 3) \times (C / E) / D]\} \times A \times B$

\$17.87

EXAMPLE OF PHASE IN OVER FIVE YEARS ASSUMING NO BASE RATE CHANGE:

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
New rate	\$17.87	\$17.87	\$17.87	\$17.87	\$17.87
Old rate	(\$5.71)	(\$5.71)	(\$5.71)	(\$5.71)	(\$5.71)
Differential to be phased in	\$12.16	\$12.16	\$12.16	\$12.16	\$12.16
Annual phase-in percentage	20.00%	40.00%	60.00%	80.00%	100.00%
Amount to be phased in per year	\$2.43	\$4.86	\$7.30	\$9.73	\$12.16
Old Rate	\$5.71	\$5.71	\$5.71	\$5.71	\$5.71
New rate	\$8.14	\$10.57	\$13.01	\$15.44	\$17.87

2004
Annual Status Rpt

TAMPA ELECTRIC COMPANY
ELECTRIC PLANT IN SERVICE
FOR YEAR ENDING DECEMBER 31, 2004

RULE 25-6.0436(9), F.A.C.
PAGE 7 OF 8

LINE No.	ACCOUNT TITLE		PLANT BALANCE BEG OF YEAR	ADDITIONS	RETIREMENTS	ADJUSTMENTS OR TRANSFERS	PLANT BALANCE END OF YEAR	13 MO. AVERAGE
1	POLK POWER TOOLS AMORTIZATION	346.87	534,229.28	118,924.98	0.00	0.00	654,154.26	632,008.72
2	TOTAL POLK POWER STATION		\$829,981,727.75	\$3,020,889.25	(\$2,524,918.72)	(\$2,854,586.07)	\$827,823,114.21	\$828,463,683.19
3	CITY OF TAMPA PRIME MOVERS	343.90	\$8,458,663.67	\$368.00	\$0.00	\$0.00	\$8,459,029.67	\$8,458,917.05
4	TOTAL OTHER PRODUCTION		\$1,048,205,999.25	\$380,139,672.67	(\$2,890,852.72)	(\$2,854,586.07)	\$1,402,800,233.13	\$1,377,509,019.17
5	TOTAL PRODUCTION PLANT		\$2,744,874,757.83	\$388,953,303.55	(\$380,813,425.14)	(\$2,752,803.35)	\$2,750,481,832.69	\$2,734,911,983.32
TRANSMISSION PLANT								
6	LAND RIGHTS	350.01	\$7,422,473.46	\$40,849.83	\$0.00	\$0.00	\$7,463,323.29	\$7,430,202.22
7	STRUCTURES & IMPROVEMENTS	352.00	2,773,510.72	113,881.81	0.00	(93,155.68)	2,794,236.85	2,898,268.09
8	STATION EQUIPMENT	353.00	158,411,375.70	15,188,834.03	(3,148,800.12)	236,581.20	168,667,990.80	163,588,136.28
9	TOWERS & FIXTURES	354.00	4,274,628.27	0.00	0.00	0.00	4,274,628.27	4,274,628.27
10	POLES & FIXTURES	355.00	84,852,164.25	9,848,251.51	(958,686.08)	(4,989.05)	93,736,580.63	88,538,447.13
11	OVERHEAD CONDUCTORS & DEVICES	358.00	81,830,992.51	3,454,377.82	(897,078.98)	2,785.90	94,291,076.27	96,711,668.80
12	CLEARING RIGHTS-OF-WAY	358.01	2,133,240.24	0.00	0.00	0.00	2,133,240.24	2,133,240.24
13	UNDERGROUND CONDUIT	357.00	3,540,428.45	0.00	0.00	0.00	3,540,428.45	3,540,428.45
14	UNDERGROUND CONDUCTORS & DEVICES	358.00	7,044,035.61	0.00	0.00	0.00	7,044,035.61	7,044,035.61
15	ROADS AND TRAILS	359.00	3,799,881.67	148,540.44	(30,241.18)	0.00	3,918,180.83	3,664,418.69
16	TOTAL TRANSMISSION PLANT		\$364,082,730.88	\$28,788,735.44	(\$5,130,887.34)	\$141,242.37	\$387,881,721.34	\$378,021,473.99
DISTRIBUTION PLANT								
17	LAND RIGHTS	360.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18	STRUCTURES & IMPROVEMENTS	361.00	1,139,214.55	31,902.27	(1,943.65)	109,780.37	1,278,933.54	1,204,019.86
19	STATION EQUIPMENT	362.00	129,618,689.91	2,888,912.99	(930,853.08)	2,516,222.15	133,892,871.97	131,954,456.93
20	POLES, TOWERS & FIXTURES	364.00	157,518,936.82	8,299,702.97	(859,075.97)	2,183.15	164,961,746.77	161,513,814.92
21	OVERHEAD CONDUCTORS & DEVICES	365.00	176,648,692.78	5,795,939.82	(960,221.26)	0.00	181,484,411.44	178,801,308.23
22	UNDERGROUND CONDUIT	366.00	107,534,025.55	8,078,049.82	(56,345.58)	11,503.87	115,556,233.45	111,510,471.57
23	UNDERGROUND CONDUCTORS & DEVICES	367.00	141,598,437.94	9,327,529.43	(1,254,432.49)	(11,603.87)	149,658,031.01	145,207,550.13
24	LINE TRANSFORMERS	368.00	302,196,777.18	13,803,738.98	(5,406,348.32)	0.00	310,394,169.84	308,044,332.08
25	OVERHEAD SERVICES	369.01	58,518,827.18	2,055,841.11	(58,236.45)	0.00	61,513,531.81	60,447,032.08
26	UNDERGROUND SERVICE	369.02	73,690,178.62	4,839,372.67	(52,252.62)	0.00	78,477,298.67	75,980,048.33
27	METERS	370.00	46,817,073.54	6,415,392.17	(2,493,582.45)	0.00	50,738,903.28	49,043,084.99
28	STREET LIGHTING & SIGNAL SYSTEMS	373.00	112,607,123.80	8,076,263.08	(1,582,351.24)	0.00	119,100,035.62	114,954,537.43
29	TOTAL DISTRIBUTION PLANT		\$1,308,883,977.65	\$87,209,745.19	(\$13,666,721.13)	\$2,628,165.87	\$1,385,065,187.38	\$1,336,840,768.54
GENERAL PLANT								
30	STRUCTURES & IMPROVEMENTS	390.00	\$71,484,951.97	\$1,302,850.00	(\$813,891.42)	\$0.00	\$72,153,710.55	\$71,723,408.18
31	OFFICE FURNITURE & EQUIPMENT	391.01	8,335,952.02	329,268.87	(1,538,808.05)	0.00	7,126,412.84	7,926,848.06
32	COMPUTER EQUIPMENT-Work Stations	391.02	23,149,879.59	4,484,735.43	0.00	2,690,208.00	30,324,824.02	27,718,720.14
33	COMPUTER EQUIPMENT-Mainframe	391.04	2,980,540.58	0.00	1,200.00	(2,690,208.00)	291,531.58	1,141,821.39
34	AUTOMOBILES - Energy Delivery	392.01	118,278.38	0.00	(54,034.33)	11,798.70	76,043.75	95,105.70

2004
Annual Stat Rpt

TAMPA ELECTRIC COMPANY
ACCUMULATED DEPRECIATION AND AMORTIZATION
FOR YEAR ENDING DECEMBER 31, 2004

RULE 28-6.0430(9), F.A.C.
PAGE 7 OF 8

LINE No.	ACCOUNT TITLE		ACCUMULATED DEPRECIATION BEG OF YEAR	DEPRECIATION ACCRUED	RETIREMENTS	COT OF REMOVAL	SALVAGE	ADJUSTMENTS OR TRANSFERS	ACCUMULATED DEPRECIATION END OF YEAR	13 MONTH AVERAGE
1	POLK POWER TOOLS AMORTIZATION	346.87	124,855.81	78,258.43	0.00	0.00	0.00	0.00	199,912.34	186,202.06
2	TOTAL POLK POWER STATION		\$141,841,982.36	\$28,578,880.01	(\$2,824,918.72)	(\$74,315.48)	\$0.00	(\$40,741.20)	\$162,860,888.01	\$152,203,409.98
3	CITY OF TAMPA PRIME MOVERS	343.90	\$783,324.33	\$277,733.53	\$0.00	\$0.00	\$0.00	\$0.00	\$1,061,057.86	\$922,188.59
4	OTHER DISMANTLING ADORIAL	108.03	\$305,084.71	1,381,519.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,686,603.71	\$784,219.55
5	TOTAL OTHER PRODUCTION		\$223,197,235.19	\$58,985,172.13	(\$2,890,892.72)	(\$719,289.78)	\$0.00	(\$34,748.17)	\$278,857,515.67	\$249,801,303.28
6	TOTAL PRODUCTION PLANT		\$1,270,890,323.96	\$96,361,459.56	(\$380,513,425.14)	(\$12,286,882.57)	\$281,488.18	\$0.00	\$974,852,984.40	\$872,886,286.15
TRANSMISSION PLANT										
7	LAND RIGHTS	350.01	\$2,284,008.88	\$185,167.53	\$0.00	\$0.00	\$0.00	\$0.00	\$2,477,176.18	\$2,377,853.99
8	STRUCTURES & IMPROVEMENTS	352.00	898,582.84	63,823.20	0.00	0.00	0.00	2,945.94	965,351.98	932,828.70
9	STATION EQUIPMENT	353.00	38,758,048.80	4,088,817.33	(3,146,800.12)	(187,542.87)	101,449.91	(238,086.10)	40,381,882.85	40,778,472.73
10	TOWERS & FIXTURES	354.00	1,222,110.08	111,140.13	0.00	1,820.82	0.00	0.00	1,334,771.11	1,278,084.03
11	POLES & FIXTURES	355.00	34,782,128.59	3,278,440.81	(868,886.08)	(1,041,448.43)	198,008.53	(1,070.29)	36,139,000.13	36,372,615.00
12	OVERHEAD CONDUCTORS & DEVICES	356.00	22,252,573.78	3,782,975.88	(807,078.98)	(19,828.73)	29,500.04	884.88	25,048,854.88	33,728,571.20
13	CLEARING RIGHTS-OF-WAY	358.01	1,094,511.02	42,864.70	0.00	0.00	0.00	0.00	1,137,375.72	1,118,528.29
14	UNDERGROUND CONDUIT	357.00	1,445,232.48	80,187.15	0.00	0.00	0.00	0.00	1,525,419.63	1,475,861.53
15	UNDERGROUND CONDUCTORS & DEVICES	358.00	1,830,311.54	183,144.88	0.00	0.00	0.00	0.00	2,013,456.22	1,924,412.81
16	ROADS AND TRAILS	359.00	885,317.38	81,186.41	(80,241.18)	(3,253.17)	0.00	0.00	\$42,869.44	\$19,031.57
17	TOTAL TRANSMISSION PLANT		\$119,141,072.95	\$11,884,327.78	(\$3,130,987.34)	(\$1,230,564.28)	\$327,857.58	(\$230,348.78)	\$124,736,587.93	\$122,802,106.95
DISTRIBUTION PLANT										
18	LAND RIGHTS	360.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
19	STRUCTURES & IMPROVEMENTS	361.00	357,961.94	31,414.95	(1,943.85)	2.71	0.00	8,364.48	396,820.43	\$75,563.46
20	STATION EQUIPMENT	362.00	48,518,175.05	3,830,053.76	(930,963.08)	(585,036.36)	34,108.71	238,089.10	49,124,435.19	47,571,540.33
21	POLES, TOWERS & FIXTURES	364.00	88,551,714.04	8,458,518.85	(859,075.97)	(303,989.91)	31,186.81	205.60	73,478,640.42	71,248,041.81
22	OVERHEAD CONDUCTORS & DEVICES	365.00	91,578,640.87	8,078,775.88	(860,221.26)	(255,029.82)	696,036.44	0.00	99,138,202.31	94,202,800.18
23	UNDERGROUND CONDUIT	366.00	25,751,911.98	2,230,181.35	(58,345.39)	(51,809.20)	3,133.21	826.31	27,860,004.24	28,783,298.32
24	UNDERGROUND CONDUCTORS & DEVICES	367.00	37,015,345.87	4,843,221.28	(1,254,432.49)	(383,818.41)	538,316.81	(820.31)	40,578,714.53	38,800,352.74
25	LINE TRANSFORMERS	368.00	121,972,075.53	12,545,886.57	(8,406,348.32)	(1,231,481.99)	1,084,789.88	0.00	125,288,903.97	125,208,347.43
26	OVERHEAD SERVICES	369.01	24,301,258.02	1,833,957.74	(58,234.48)	(17,158.58)	439.47	0.00	26,159,290.08	25,228,010.57
27	UNDERGROUND SERVICE	368.02	25,137,382.87	2,430,282.34	(82,282.82)	(98,946.10)	46,886.20	0.00	27,466,280.89	26,322,344.30
28	METERS	370.00	15,905,483.83	2,305,832.38	(2,493,842.48)	(1,048,129.24)	258,388.25	0.00	14,536,280.75	15,008,788.54
29	STREET LIGHTING & SIGNAL SYSTEMS	373.00	46,138,750.84	6,082,834.15	(1,882,351.24)	(200,325.57)	83,867.72	0.00	49,511,985.40	47,194,813.07
30	TOTAL DISTRIBUTION PLANT		\$501,828,830.12	\$48,582,848.41	(\$13,858,721.13)	(\$4,128,243.06)	\$2,789,143.80	\$247,879.18	\$535,643,438.02	\$518,141,511.82
GENERAL PLANT										
31	STRUCTURES & IMPROVEMENTS	380.00	\$21,340,085.23	\$2,510,175.45	(8613,881.42)	(888,806.86)	\$229,200.00	\$0.00	\$23,481,963.30	\$22,470,078.48
32	OFFICE FURNITURE & EQUIPMENT	381.01	4,782,850.28	1,133,455.38	(1,838,808.08)	0.00	0.00	0.00	4,937,497.58	4,848,700.34
33	COMPUTER EQUIPMENT-Work Stations	381.02	13,710,880.00	3,820,204.24	0.00	0.00	1,808.35	1,185,754.98	18,077,332.11	16,348,825.85
34	COMPUTER EQUIPMENT-Mainframe	381.04	1,860,186.88	393,063.67	1,200.00	0.00	0.00	(1,185,754.98)	0.00	482,837.54
35	AUTOMOBILES - Energy Delivery	382.01	95,577.22	8,354.20	(54,034.53)	(287.51)	2,185.00	4,734.96	17,536.56	33,175.80
36	LIGHT TRUCKS - Energy Delivery	382.02	3,430,831.28	858,093.80	(1,114,835.80)	(882.00)	113,583.36	(173,991.28)	2,808,129.34	3,203,603.88
37	HEAVY TRUCKS - Energy Delivery	382.03	8,486,379.78	1,428,828.88	(1,315,308.50)	0.00	129,887.28	11,873.25	8,741,861.72	8,439,374.72
38	AUTOMOBILES - Energy Supply	382.11	4,303.82	231.06	0.00	0.00	0.00	(4,734.96)	(0.00)	816.34
39	LIGHT TRUCKS - Energy Supply	382.12	447,223.90	121,882.84	(212,288.67)	0.00	18,848.74	178,991.25	862,657.88	463,517.80
40	HEAVY TRUCKS - Energy Supply	382.13	354,418.02	80,111.60	(85,300.82)	0.00	2,250.00	(11,873.25)	339,802.45	328,478.22
41	STORES EQUIPMENT	383.00	107,514.89	38,584.54	(83,018.74)	0.00	0.00	0.00	83,032.48	88,002.42

TAMPA ELECTRIC COMPANY
2004 DIT ALLOCATION BY PLANT ACCOUNT

DA
4/19/05

ACCOUNT	G/L BALANCE	DIT ALLOCATION
303ALL	28,730,881.65	2,526,947.12
310ALL	7,248,090.34	637,486.22
311ALL	214,628,529.81	18,877,072.84
312ALL	675,072,901.96	59,374,214.40
314ALL	228,469,267.42	20,094,397.55
315ALL	122,975,078.08	10,815,940.96
316ALL	21,289,391.25	1,872,450.93
340ALL	19,210,930.22	1,689,645.50
341ALL	132,463,402.41	11,650,460.91
342ALL	245,726,075.98	21,612,173.55
343ALL	226,889,305.97	19,955,436.31
344ALL	-	-
345ALL	93,218,094.10	8,198,745.78
346ALL	7,461,779.11	656,280.63
347ALL	72,936.30	6,414.92
350ALL	15,029,813.34	1,321,906.65
352ALL	2,089,202.73	183,750.19
353ALL	126,367,488.10	11,114,312.10
354ALL	4,274,628.27	375,963.39
355ALL	75,825,049.45	6,688,987.50
356ALL	70,867,127.86	6,232,926.89
357ALL	3,540,428.45	311,388.83
358ALL	7,044,035.61	619,539.13
359ALL	3,834,624.18	337,264.02
360ALL	6,047,439.65	531,886.23
361ALL	1,247,033.07	109,679.43
362ALL	126,956,086.58	11,166,079.81
36400	160,277,124.20	14,096,440.71
36490	(628,316.35)	(55,261.87)
36500	177,936,621.59	15,842,315.12
366ALL	114,821,633.88	10,098,826.79
367ALL	147,287,733.15	12,954,294.89
368ALL	305,110,980.80	26,835,212.52
36900	58,649,526.25	5,158,360.73
36901	2,825,116.98	2,202,216.58
36902	78,462,852.22	6,900,988.32
36990	11,202.44	985.28
370ALL	47,023,464.58	4,135,821.86
373ALL	117,068,187.86	10,296,240.48
374ALL	16,597.39	1,459.78
389ALL	2,651,005.42	233,162.02
390ALL	70,594,724.98	6,208,968.43
391ALL	34,613,226.82	3,044,312.91
392ALL	29,239,657.53	2,571,695.13
393ALL	137,636.46	12,105.44
394ALL	5,354,654.45	470,954.17
395ALL	447,349.70	39,345.44
396ALL	339,577.46	29,866.62
397ALL	39,097,247.86	3,438,692.87
398ALL	310,450.93	27,304.87
106	913,042,964.30	80,304,228.72
	<u>4,771,268,852.75</u>	<u>419,644,069.56</u>

PLANT RELATED DEFERREDS

19012	(4,505,594.00)	<i>Daniel</i>
19013	(27,113,188.00)	<i>Quallen</i>
19014	(3,369,293.16)	
19015	(20,600,125.34)	
	<u>(55,588,200.50)</u>	
281ALL	10,328,382.38	
282.25	(27,344,449.90)	FAS109
282ALL	492,250,337.58	
	<u>419,644,069.56</u>	

oh ✓ 5,406,836
UG

101	3,858,225,888.45
106	913,042,964.30
	<u>4,771,268,852.75</u>

DEC,2004

CCT	DESC	PREV YR END BAL	CUR YTD BAL	TOTAL PREV QTRS	CUR QTR
0801	ACCUM DEPR ELEC UTIL PLANT	1,886,458,001.21-	2,005,483,860.99-		
0802	RETIREMENT WORK IN PROGRESS	33,719,725.38	409,141,165.66		
0803	ACCUM ACCRUAL FOR DISMANTLING	118,117,446.42-	121,994,349.42-		
0804	ACQUIS ADJ SEBRING	4,657,491.30-	4,234,082.94-		
0805	ACCUM DEPREC - ARO	44,971.97-	43,932.10-		
0808	NON-ARO COR A/D - DR.		411,913,368.00		
0809	NON-ARO COR A/D - CR.		411,913,368.00-		
08	ACCOUNT TOTAL	1,975,558,185.52-	1,722,615,059.79-		
1100	ACCUM AMORT PLANT IN SERVICE	15,744,817.49-	20,359,370.38-		
11	ACCOUNT TOTAL	15,744,817.49-	20,359,370.38-	.00	.00
1401	ACQUIS ADJ OUC TRANS LINE	4,343,731.84	4,134,395.32		
1402	ACQUIS ADJ BB TRANS LINE (FPL	916,028.33	881,569.61		
14	ACCOUNT TOTAL	5,259,760.17	5,015,964.93	.00	.00
2102	PALM RIVER OP SYSTEM-LAND	9,188.01	9,188.01		
2103	LAND-WALMART	480,109.75	480,109.75		
2106	LAKE LUCERNE SUB	11,686.93	11,686.93		
2108	POLK PACKING SUB	2,483.47	2,483.47		
2112	ZAP CAP IN-SERVICE ACCOUNT	3,800,634.24	4,081,204.55		
2114	ZAP FOR BUSINESS	963,045.28	836,668.29		
2117	ARTWORK-TECO PLAZA	164,280.19	164,280.19		
2126	REST EQUIP - PLAZA / 2002	73,932.80	73,932.80		
2127	REST EQUIP - PLAZA / 1999	27,539.75	.00		
2141	TAMPA PALMS II	1,084.60	1,084.60		
2142	LAND-DAVIS ISLAND SUB.	328.48	328.48		
2143	SO HOOKERS PT 334D	6,002.31	6,002.31		
2150	PORT MANATEE	785,302.91	785,302.91		
2161	GRANVILLE #19D	282.96	282.96		
2163	OSBORNE #82D	1,127.03	1,127.03		
2164	45TH STREET #109D	1,008.74	1,008.74		
2165	VAN DYKE TEMP #168	638.48	638.48		
21	ACCOUNT TOTAL	6,328,675.93	6,455,329.50	.00	.00
2212	ZAP CAP IN-SERVICE RESERVE AC	2,201,856.90-	2,435,373.98-		
2214	ZAP FOR BUSINESS	464,487.99-	445,149.70-		
2226	DEPR - REST EQUIP / 2002	9,857.68-	24,644.22-		
2227	DEPR - REST REMODEL /1999	24,785.88-	.00		
22	ACCOUNT TOTAL	2,700,988.45-	2,905,167.90-	.00	.00
2301	INVESTMENT IN ASSOC CO-TERMC0	10,000.00	.00		
2302	INVESTMENT IN ASSOC CO-P.E.C.	234,868.83	270,934.98		
23	ACCOUNT TOTAL	244,868.83	270,934.98	.00	.00
2401	ADVANCE- RTO	1,000.00	1,000.00		

Lowe pg

Accum..00 Deprec. .00

STATEMENT OF INCOME

1. Enter in column (e) operations for the reporting quarter and in column (f) the operations for the same three month period for the prior year.
2. Report in Column (g) year to date amounts for electric utility function; in column (i) the year to date amounts for gas utility, and in (k) the year to date amounts for the other utility function for the current quarter/year.
3. Report in Column (h) year to date amounts for electric utility function; in column (j) the year to date amounts for gas utility, and in (l) the year to date amounts for the other utility function for the previous quarter/year.
4. If additional columns are needed place them in a footnote.

Line No.	Title of Account (a)	(Ref.) Page No. (b)	Total Current Year to Date Balance for Quarter/Year (c)	Total Prior Year to Date Balance for Quarter/Year (d)	Current 3 Months Ended Quarterly Only No 4th Quarter (e)	Prior 3 Months Ended Quarterly Only No 4th Quarter (f)
1	UTILITY OPERATING INCOME					
2	Operating Revenues (400)	300-301	1,709,187,935	1,595,758,748	✓	
3	Operating Expenses					
4	Operation Expenses (401)	320-323	✓ 968,770,226	914,292,712	✓	
5	Maintenance Expenses (402)	320-323	✓ 87,183,126	90,842,951	✓	
6	Depreciation Expense (403)	336-337	✓ 174,135,250	203,612,022	✓	
7	Depreciation Expense for Asset Retirement Costs (403.1)	336-337	✓		✓	
8	Amort. & Depl. of Utility Plant (404-405)	336-337	✓ 6,930,087	6,879,847	✓	
9	Amort. of Utility Plant Acq. Adj. (406)	336-337	✓ -214,072	-232,475	✓	
10	Amort. Property Losses, Unrecov Plant and Regulatory Study Costs (407)					
11	Amort. of Conversion Expenses (407)					
12	Regulatory Debits (407.3)		✓ 116,259,702	43,860,886	✓	
13	(Less) Regulatory Credits (407.4)		✓ 87,202,819	67,228,282	✓	
14	Taxes Other Than Income Taxes (408.1)	262-263	✓ 120,783,694	112,632,686	✓	
15	Income Taxes - Federal (408.1)	262-263	✓ 32,155,757	85,626,100	✓	
16	- Other (408.1)	262-263	✓ 5,705,106	19,445,671	✓	
17	Provision for Deferred Income Taxes (410.1)	234, 272-277	? 123,876,287	133,606,335	✓	
18	(Less) Provision for Deferred Income Taxes-Cr. (411.1)	234, 272-277	? 75,807,423	155,411,509	✓	
19	Investment Tax Credit Adj. - Net (411.4)	266	? -2,747,312	-4,560,372	✓	
20	(Less) Gains from Disp. of Utility Plant (411.6)		✓ -251,674	164,204	✓	
21	Losses from Disp. of Utility Plant (411.7)					
22	(Less) Gains from Disposition of Allowances (411.8)					
23	Losses from Disposition of Allowances (411.9)					
24	Accretion Expense (411.10)					
25	TOTAL Utility Operating Expenses (Enter Total of lines 4 thru 24)	364	468,833	1,469,475,915	✓	
26	Net Util Oper Inc (Enter Tot line 2 less 25) Carry to Pg 117, line 27	326, 793, 173	239,712,020	212,556,580	✓	

STATEMENT OF INCOME FOR THE YEAR (Continued)

TFF1

ELECTRIC UTILITY		GAS UTILITY		OTHER UTILITY		Line No.
Current Year to Date (in dollars) (g)	Previous Year to Date (in dollars) (h)	Current Year to Date (in dollars) (i)	Previous Year to Date (in dollars) (j)	Current Year to Date (in dollars) (k)	Previous Year to Date (in dollars) (l)	
						1
1,708,187,835	1,595,758,748	✓				2
						3
968,770,226	914,292,712	✓				4
87,183,126	90,842,951	✓				5
174,135,250	203,612,022	✓				6
						7
6,930,087	6,879,647	✓				8
-214,072	-232,475	✓				9
						10
						11
116,259,702	43,880,888	✓				12
67,202,819	67,228,282	✓				13
✓ 120,783,694	✓ 112,632,688	✓				14
✓ 92,155,757	✓ 85,626,100	✓				15
✓ 5,705,106	✓ 19,445,671	✓				16
✓ 123,676,287	✓ 133,606,335	✓				17
✓ 75,907,423	✓ 155,411,509	✓				18
✓ -2,747,312	✓ -4,560,372	✓				19
251,674	164,204	✓				20
						21
						22
						23
						24
1,469,475,915	1,383,202,168	✓				25
239,712,020	212,556,580	✓				26

Tampa Electric Company

(1) ☐ An Original
(2) ☐ A Resubmission

(Mo, Da, Yr)

11

End of 2004/Q4

SUMMARY OF UTILITY PLANT AND ACCUMULATED PROVISIONS
FOR DEPRECIATION, AMORTIZATION AND DEPLETION

Report in Column (c) the amount for electric function, in column (d) the amount for gas function, in column (e), (f), and (g) report other (specify) and in column (h) common function.

Line No.	Classification (a)	Total Company for the Current Year/Quarter Ended (b)	Electric (c)
1	Utility Plant		
2	In Service		
3	Plant In Service (Classified)	3,858,204,489	3,858,204,489
4	Property Under Capital Leases		
5	Plant Purchased or Sold		
6	Completed Construction not Classified	913,042,984	913,042,984
7	Experimental Plant Unclassified		
8	Total (3 thru 7)	4,771,247,453	4,771,247,453
9	Leased to Others		
10	Held for Future Use	33,531,898	33,531,898
11	Construction Work in Progress	86,791,053	86,791,053
12	Acquisition Adjustments	5,015,965	5,015,965
13	Total Utility Plant (8 thru 12)	4,896,586,369	4,896,586,369
14	Accum Prov for Depr, Amort, & Depl GL 158	1,742,974,430	1,742,974,430
15	Net Utility Plant (13 less 14)	3,153,611,939	3,153,611,939
16	Detail of Accum Prov for Depr, Amort & Depl		
17	In Service:		
18	Depreciation	1,722,615,060	1,722,615,060
19	Amort & Depl of Producing Nat Gas Land/Land Right		
20	Amort of Underground Storage Land/Land Rights		
21	Amort of Other Utility Plant	20,359,370	20,359,370
22	Total In Service (18 thru 21)	1,742,974,430	1,742,974,430
23	Leased to Others		
24	Depreciation		
25	Amortization and Depletion		
26	Total Leased to Others (24 & 25)		
27	Held for Future Use		
28	Depreciation		
29	Amortization		
30	Total Held for Future Use (28 & 29)		
31	Abandonment of Leases (Natural Gas)		
32	Amort of Plant Acquisition Adj		
33	Total Accum Prov (equals 14) (22,26,30,31,32)	1,742,974,430	1,742,974,430

ELECTRIC PLANT IN SERVICE (Account 101, 102, 103 and 106) (Continued)

Line No.	Account	Balance Beginning of Year (b)	Additions (c)
44	(347) Asset Retirement Costs for Other Production		
45	TOTAL Other Prod. Plant (Enter Total of lines 37 thru 44)	72,936	
46	TOTAL Prod. Plant (Enter Total of lines 16, 25, 35, and 45)	1,067,489,866	360,103,052
47	3. TRANSMISSION PLANT	2,771,406,718	389,357,893
48	(350) Land and Land Rights		
49	(352) Structures and Improvements	16,088,647	71,777
50	(353) Station Equipment	2,773,510	113,882
51	(354) Towers and Fixtures	156,411,376	15,145,040
52	(355) Poles and Fixtures	4,274,628	
53	(356) Overhead Conductors and Devices	84,852,165	9,846,251
54	(357) Underground Conduit	93,964,233	3,454,378
55	(358) Underground Conductors and Devices	3,540,429	
56	(359) Roads and Trails	7,044,036	
57	(359.1) Asset Retirement Costs for Transmission Plant	3,799,882	146,540
58	TOTAL Transmission Plant (Enter Total of lines 48 thru 57)	372,748,906	28,777,868
59	4. DISTRIBUTION PLANT		
60	(360) Land and Land Rights		
61	(361) Structures and Improvements	6,104,678	
62	(362) Station Equipment	1,139,215	31,902
63	(363) Storage Battery Equipment	129,618,689	2,688,913
64	(364) Poles, Towers, and Fixtures		
65	(365) Overhead Conductors and Devices	157,518,939	8,272,339
66	(366) Underground Conduit	176,648,692	5,795,940
67	(367) Underground Conductors and Devices	107,534,026	8,076,050
68	(368) Line Transformers	141,598,437	9,327,529
69	(369) Services	302,196,776	13,603,739
70	(370) Meters	133,207,005	6,895,314
71	(371) Installations on Customer Premises	46,817,073	6,415,392
72	(372) Leased Property on Customer Premises		
73	(373) Street Lighting and Signal Systems		
74	(374) Asset Retirement Costs for Distribution Plant	112,607,125	6,075,283
75	TOTAL Distribution Plant (Enter Total of lines 60 thru 74)	16,597	
76	5. GENERAL PLANT	1,315,005,249	67,182,381
77	(389) Land and Land Rights		
78	(390) Structures and Improvements	2,801,437	
79	(391) Office Furniture and Equipment	71,484,652	1,052,175
80	(392) Transportation Equipment	34,468,174	4,480,734
81	(393) Stores Equipment	31,871,761	128,597
82	(394) Tools, Shop and Garage Equipment	200,854	
83	(395) Laboratory Equipment	5,268,155	751,831
84	(396) Power Operated Equipment	751,731	
85	(397) Communication Equipment	481,908	
86	(398) Miscellaneous Equipment	49,030,128	3,077,606
87	SUBTOTAL (Enter Total of lines 77 thru 86)	142,170	30,050
88	(399) Other Tangible Property	196,489,070	9,500,993
89	(399.1) Asset Retirement Costs for General Plant		
90	TOTAL General Plant (Enter Total of lines 87, 88 and 89)	196,489,070	9,500,993
91	TOTAL (Accounts 101 and 106)	4,688,313,584	500,501,081
92	(102) Electric Plant Purchased (See Instr. 8)		
93	(Less) (102) Electric Plant Sold (See Instr. 8)		
94	(103) Experimental Plant Unclassified		
95	TOTAL Electric Plant In Service (Enter Total of lines 91 thru 94)	4,688,313,584	500,501,081

Tampa Electric Company

(1) ☐ An Original
(2) ☐ A Resubmission

(Mo, Da, Yr)

/ /

End of 2004/Q4

ELECTRIC PLANT IN SERVICE (Account 101, 102, 103 and 106) (Continued)

Retirements (d)	Adjustments (e)	Transfers (f)	Balance at End of Year (g)	Line No.
			72,936	44
2,890,853		-2,617,965	1,422,084,100	45
380,613,426		-3,157,393	2,776,993,792	46
				47
1,200		-88,561	18,070,663	48
		-93,156	2,794,236	49
3,146,800		258,375	168,667,991	50
			4,274,628	51
956,866		-4,969	93,736,581	52
997,080		2,766	96,424,317	53
			3,540,429	54
			7,044,036	55
30,241			3,916,181	56
				57
5,132,187		74,475	396,469,062	58
				59
145,802		88,561	6,047,437	60
1,944		109,760	1,278,933	61
930,953		2,516,222	133,892,871	62
				63
859,076		29,547	164,961,746	64
960,221			181,484,411	65
56,348		11,504	115,565,234	66
1,254,432		-11,504	149,658,030	67
5,408,346			310,394,166	68
111,489			139,990,830	69
2,493,562			50,738,903	70
				71
				72
1,582,351			117,100,037	73
			16,567	74
13,802,522		2,744,090	1,371,129,198	75
				76
150,432			2,651,005	77
613,891		250,475	72,153,711	78
1,537,408		350,270	37,739,770	79
2,731,869			29,268,489	80
63,017			137,637	81
665,332			5,354,654	82
304,361			447,350	83
152,330			339,578	84
8,642,879		-416,273	43,048,582	85
16,124		154,356	310,452	86
14,877,663		338,828	191,451,228	87
				88
				89
14,877,663		338,828	191,451,228	90
417,545,811			4,771,268,854	91
	-15,275		-21,400	92
				93
				94
417,551,938	-15,275		4,771,247,454	95

FR 31A

Tampa Electric Company		(1) <input type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	(Mo, Da, Yr) / /	End of 2004/Q4
ELECTRIC OPERATION AND MAINTENANCE EXPENSES (Continued)				
If the amount for previous year is not derived from previously reported figures, explain in footnote.				
Line No.	Account (a)	Amount for Current Year (b)	Amount for Previous Year (c)	
104	3. DISTRIBUTION Expenses (Continued)			
105	(581) Load Dispatching			
106	(582) Station Expenses			
107	(583) Overhead Line Expenses	515,834	615,641	
108	(584) Underground Line Expenses	544,300	407,644	
109	(585) Street Lighting and Signal System Expenses	38,606	49,872	
110	(586) Meter Expenses	441,759	389,192	
111	(587) Customer Installations Expenses	2,530,694	4,186,191	
112	(588) Miscellaneous Expenses	2,962,924	1,743,531	
113	(589) Rents	13,073,539	14,188,178	
114	TOTAL Operation (Enter Total of lines 103 thru 113)	23,806	30,414	
115	Maintenance	21,248,472	22,866,144	
116	(590) Maintenance Supervision and Engineering			
117	(591) Maintenance of Structures	287,941	1,002,727	
118	(592) Maintenance of Station Equipment	2,711	-132	
119	(593) Maintenance of Overhead Lines	1,005,836	1,208,466	
120	(594) Maintenance of Underground Lines	7,774,501	6,600,917	
121	(595) Maintenance of Line Transformers	1,398,180	1,591,522	
122	(596) Maintenance of Street Lighting and Signal Systems	504,017	371,859	
123	(597) Maintenance of Meters	3,196,993	3,905,582	
124	(598) Maintenance of Miscellaneous Distribution Plant	320,771	342,795	
125	TOTAL Maintenance (Enter Total of lines 116 thru 124)	14,490,850	15,023,736	
126	TOTAL Distribution Exp (Enter Total of lines 114 and 125)	35,739,422	37,889,860	
127	4. CUSTOMER ACCOUNTS EXPENSES			
128	Operation			
129	(901) Supervision			
130	(902) Meter Reading Expenses	3,872,876	5,833,158	
131	(903) Customer Records and Collection Expenses	3,097,557	3,130,455	
132	(904) Uncollectible Accounts	12,306,579	14,991,888	
133	(905) Miscellaneous Customer Accounts Expenses	3,261,275	3,295,571	
134	TOTAL Customer Accounts Expenses (Total of lines 128 thru 133)	22,538,287	27,251,170	
135	5. CUSTOMER SERVICE AND INFORMATIONAL EXPENSES			
136	Operation			
137	(907) Supervision			
138	(908) Customer Assistance Expenses			
139	(909) Informational and Instructional Expenses	17,272,257	18,601,792	
140	(910) Miscellaneous Customer Service and Informational Expenses	598,790	677,369	
141	TOTAL Cust. Service and Information. Exp. (Total lines 137 thru 140)	17,871,047	19,279,161	
142	6. SALES EXPENSES			
143	Operation			
144	(911) Supervision			
145	(912) Demonstrating and Selling Expenses			
146	(913) Advertising Expenses	1,417,434	1,593,564	
147	(916) Miscellaneous Sales Expenses	48,548	36,868	
148	TOTAL Sales Expenses (Enter Total of lines 144 thru 147)	69,288	78,677	
149	7. ADMINISTRATIVE AND GENERAL EXPENSES	1,533,250	1,709,109	
150	Operation			
151	(920) Administrative and General Salaries			
152	(921) Office Supplies and Expenses	12,136,830	6,443,108	
153	(Less) (922) Administrative Expenses Transferred-Credit	6,978,663	6,935,275	
		1,600,693	1,007,663	

Tampa Electric Company		(1) <input type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	(Mo, Da, Yr) / /	End of <u>2004/Q4</u>
ELECTRIC OPERATION AND MAINTENANCE EXPENSES (Continued)				
If the amount for previous year is not derived from previously reported figures, explain in footnote.				
Line No.	Account (a)	Amount for Current Year (b)	Amount for Previous Year (c)	
154	7. ADMINISTRATIVE AND GENERAL EXPENSES (Continued)			
155	(923) Outside Services Employed	2,216,859	4,320,806	
156	(924) Property Insurance	7,103,544	7,107,073	
157	(925) Injuries and Damages	12,648,938	9,985,423	
158	(926) Employee Pensions and Benefits	34,890,074	36,606,985	
159	(927) Franchise Requirements			
160	(928) Regulatory Commission Expenses	2,807,181	2,137,185	
161	(929) (Less) Duplicate Charges-Cr.	11,662,182	7,688,614	
162	(930.1) General Advertising Expenses	300,428	128,352	
163	(930.2) Miscellaneous General Expenses	15,438,672	11,812,566	
164	(931) Rents	2,238,612	2,107,637	
165	TOTAL Operation (Enter Total of lines 151 thru 164)	83,295,024	80,888,133	
166	Maintenance			
167	(935) Maintenance of General Plant	3,594,480	2,235,754	
168	TOTAL Admin & General Expenses (Total of lines 165 thru 167)	86,889,504	83,123,887	
169	TOTAL Elec Op and Maint Expn (Tot 80, 100, 126, 134, 141, 148, 168)	1,055,953,362	1,005,135,663	

Ed Bassford - Re: Depreciation Rate

From: Silvia Perez
To: Ed Bassford
Date: 4/21/2005 10:17 AM
Subject: Re: Depreciation Rate

4% this year.

>>> Ed Bassford 4/21/2005 9:27:42 AM >>>

What is the depreciation rate for the distribution poles in account 364? I think it was .04 or 4% last year.

Thanks,

Ed

2004 FCC POLE RENTAL RATE - GRANDFATHERED CATV ONLY

LINE

FCC 00-116, April 3, 2000 Methodology

17-Mar-2006

NO.

INPUTS:

(BASED ON FERC FORM1 DATA FOR YEAR ENDING 12/31/03)

1	RATE OF RETURN	0.1175	1. Authorized rate of return
2	DEPRECIATION RATE FOR POLES	0.0400	2. Pft Acctg. Just. K.
3	TOTAL A&G EXPENSE	63,123,887	3. Form1, P323, L168
4	NET UTILITY PLANT	3,155,834,282	4. Form1, P200,
5	MAINTENANCE OF OH LINES #583	6,600,917	5. Form1, P322, L119
6	PLANT ACCOUNTS (Distribution)		6. Form 1, P207, L59
7	#364 Poles, Towers & Fictures	157,518,938	7. Form1, P207, L60
8	#365 OH Conductor / Devices	176,648,692	8. Annual Stat. Rpt
9	#369.01 Services	59,516,827	9. Osmose Audit - Rhoda + poles added '01 to '02 & '02 to '03
10	TOTAL	303,784	10. Annual Stat. Rpt
11	NUMBER OF POLES	68,551,714	10. Annual Stat. Rpt
12	DEPR RES-POLES (108 for 364)	91,576,641	10. Annual Stat. Rpt
13	DEPR RES-OVERHEAD (365)	24,301,256	10. Annual Stat. Rpt
14	DEPR RES-SERVICES (369.01)	184,429,613	David Avellan/Mary Radar 8/4/03
15	DEFERRED INC. TAXES -POLES (109 for 364)	12,417,806	provided by tax dept. for 369.00 and 369.01
16	DEFERRED INC. TAXES -OVERHEAD (365)	13,662,706	
17	DEFERRED INC. TAXES -SERVICES (369.01)	4,750,956	
18	Gross Plant Investment, Form 1, p200, L13 col b	31,031,474	GL 108
19	Accumulated Deprec. 108	5,147,137,285	DIT att. - provided by tax dept.
20	Accum. Deferred Inc. Taxes 190,281,282-283	1,975,556,186	
21	Taxes 408.1 - Taxes other than income, p 115, l 13, col E	374,298,593	Net 122,977,283,502
22	Taxes 409.1 - Income taxes, util op inc, p 115, L 14 & 15	112,832,888	
23	Taxes 410.1 - provision for def inc taxes, p 115, L 16	105,071,771	
24	Taxes 411.4 - Invest tax credit adjust, p 115, L18	133,606,335	
25	Taxes 411.1 - prov for def inc tax - credit, L 17, col E	(4,560,372)	
		155,411,509	Net 122,977,283,502

CALCULATION OF MAXIMUM FCC RATE:

Specified in FCC calc.

1	Net Investment in Bare Poles =	85% (Gross Pole Investment(364) - Pole Depreciation Reserve(108) - Accum Def Inc. Tax(190,281,282-283)
	=	\$76,549,414 x .85
2	=	\$65,067,002
3	Net Investment Per Bare Pole =	<u>Net Investment in Bare Poles</u> Number of Poles
4	=	\$214.19
5	Administrative expense (as a percentage of net plant investment)	<u>Total G & Administrative Expense (FERC form 1, p 323, 1168, col b)</u> Net Utility Plant = Grs Pft Inc (p200, col b) - Acc Dep (108) - Acc Def Inc Tx (190,281,282-283)
6	=	0.0297
7	Maintenance Expense (as a percentage of net pole investment)	<u>Pole and Conductor Maintenance Expense (583)</u> (Gross Pole Investment - Depreciation Reserve - Def. Inc. Tax) + (Gross Conductor Investment - Depreciation Reserve - Def Inc Tax) + (Gross Services Investment - Depreciation Reserve - Def Inc Tax)
8	=	0.0370
9	Depreciation (as a percentage of net pole investment)	Depreciation Rate for Gross Pole Investment x <u>Gross Pole Investment (acct 364)</u> Net Pole Investment (accts 364-108-109)
10	=	0.0823 0.0400 2.057742
11	Taxes (as a percentage of net plant investment)	<u>Taxes Paid (accts 408.1+409.1+410.1+411.4-411.1)</u> Net Utility Plant (GPI-108-190,281,282)
12	=	0.0684
13	Cost of Capital (Mid-point of the allowable range for rate base rate of return)	

$$= 0.1175$$

14 Total Carrying Charge

15	Administrative Expense	0.0297
16	Maintenance Expense	0.0370
17	Depreciation	0.0823
18	Taxes	0.0684
19	Cost of Capital	<u>0.1175</u>

20 Total Carrying Charge 0.3350

21 Use Ratio = $\frac{\text{Space Used By Cable Company}}{\text{Total Useable Space}}$

$$= \frac{1 \text{ Foot}}{13.5 \text{ Feet}}$$

22 = 0.0741

Spec. in FCC calc.

23 Maximum FCC Rate = Net Investment Per Bare Pole x Total Carrying Charge x Use Ratio

24 = \$214.19 x 0.3350 x 0.0741

25 = \$53.04

NEW TELECOMM FCC RATE

LINE

17-Mar-2006

INPUTS:

(BASED ON FERC FORM 1 DATA FOR YEAR ENDING 12/31/03)

1	RATE OF RETURN	0.1225	
2	DEPRECIATION RATE FOR POLES	0.0400	
3	TOTAL A&G EXPENSE	83,123,867	
4	NET UTILITY PLANT	3,155,834,282	
5	MAINTENANCE OF OH LINES #593	6,600,917	
6	PLANT ACCOUNTS (Distribution)		
7	#364	157,518,936	
8	#365	176,648,882	
9	#369	59,516,827	
10	TOTAL	393,684,455	
11	NUMBER OF POLES	303,784	
12	DEPR RES-POLES (108 for 364)	68,551,714	
13	DEPR RES-OVERHEAD (365)	91,576,841	
14	DEPR RES-SERVICES (369.01)	24,301,258	
		184,429,813	
15	DEFERRED INC. TAXES -POLES (108 for 364)	12,417,808	
16	DEFERRED INC. TAXES -OVERHEAD (365)	13,862,708	
17	DEFERRED INC. TAXES -SERVICES (369.01)	4,750,958	
		31,031,474	
18	Gross Plant Investment, Form 1, p200, L13 col b	5,147,137,285	
19	Accumulated Deprec. 108	1,975,558,186	
20	Accum Deferred Inc. Taxes 190,281,282-283	374,298,593	Net 2,797,280,606
21	Taxes 408.1 - Taxes other than income, p 115, L 13, col E	112,832,686	
22	Taxes 409.1 - income taxes, util op inc, p 115, L 14 & 15	105,071,771	
23	Taxes 410.1 - provision for def inc taxes, p 115, L 16	133,606,335	
24	Taxes 411.4 - invest tax credit adjust, p 115, L 18	(4,560,372)	
25	Taxes 411.1 - prov for def inc tax - credit, L 17, col E	155,411,508	Net 2,811,228,631

CALCULATION OF MAXIMUM FCC RATE:

1	Net Investment in Bare Poles =	85% (Gross Pole Investment(364) - Pole Depreciation Reserve(108)-Def Inc Tax)
		\$76,549,414 x .85
2	=	\$65,067,002
3	Net Investment Per Bare Pole =	Net Investment in Bare Poles Number of Poles
4	=	\$214.19
5	Administrative expense (as a percentage of net plant investment)	
	=	Total G & Administrative Expense (FERC form 1, p 323, 1188, col b) Net Utility Plant = Grs Plt Ins (p200, col b) - Acc Dep (108) - Acc Def Inc Tx (190,281,282-283)
6	=	0.0297
7	Maintenance Expense (as a percentage of net pole investment)	
	=	Pole and Conductor Maintenance Expense (593) (Gross Pole Investment - Depreciation Reserve - Def. Inc. Tax) + (Gross Conductor Investment - Depreciation Reserve - Def Inc Tax) + (Gross Services Investment - Depreciation Reserve - Def Inc Tax)
8	=	0.0370
9	Depreciation (as a percentage of net pole investment)	
	=	Depreciation Rate for Gross Pole Investment x Gross Pole Investment (acct 364) Net Pole Investment (accts 364-108-109)
10	=	0.0823
11	Taxes (as a percentage of net plant investment)	
	=	Taxes Paid (accts 408.1+409.1+410.1+411.4-411.1) Net Utility Plant (GPI-108-190,281,282)
12	=	0.0684
13	Cost of Capital (Mid-point of the allowable range for rate base rate of return)	
	=	0.1225

Date: 3/17/2006

14 Total Carrying Charge

15	Administrative Expense	0.0297
16	Maintenance Expense	0.0370
17	Depreciation	0.0823
18	Taxes	0.0684
19	Cost of Capital	0.1225

20 Total Carrying Charge 0.3400

21 Use Ratio = $\frac{\text{Space Used By Cable Company}}{\text{Total Usable Space}}$

= $\frac{1 \text{ Foot}}{13.5 \text{ Feet}}$

22 = 0.0741

23 Old Rate = Net Investment Per Bare Pole x Total Carrying Charge x Use Ratio

24 = \$214.19 x 0.3400 x 0.0741

25 = \$5.39

NEW FCC RATE METHOD:

A	Bare Pole Cost	\$214.19
B	Annual Carrying Charge	34.00%
C	Unusable Space (feet)	24
D	Average Number of Attaching Entities	2.08 (*) <<< shown in audit provided by Kris A. 11/24/04
E	Total Pole Length (above grade) (feet)	37.5
F	Space Allocated to Attaching Entity (feet)	1
G	Usable Space (feet)	13.5

(*) assumes no distinction between rural, urbanized & urban areas

NEW RATE FORMULA:

$$[(F/G) \times (G/E)] + [(2/3) \times (C/E) / D] \times A \times B$$

EXAMPLE OF PHASE IN OVER FIVE YEARS ASSUMING NO BASE RATE CHANGE:

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
New rate	\$16.88	\$16.88	\$16.88	\$16.88	\$16.88
Old rate	(\$5.39)	(\$5.39)	(\$5.39)	(\$5.39)	(\$5.39)
Differential to be phased in	\$11.48	\$11.48	\$11.48	\$11.48	\$11.48
Annual phase-in percentage	20.00%	40.00%	60.00%	80.00%	100.00%
Amount to be phased in per year	\$2.30	\$4.59	\$6.89	\$9.19	\$11.48
Old Rate	\$5.39	\$5.39	\$5.39	\$5.39	\$5.39
New rate	\$7.69	\$9.98	\$12.28	\$14.58	\$16.87

Tampa Electric Company
ACCUMULATED DEPRECIATION AND AMORTIZATION
FOR YEAR ENDING DECEMBER 31, 2003

PAGE 3 OF 3
RULE 35-44-040(9), F.A.C.

LINE	ACCOUNT NO	ACCOUNT TITLE	ACCUMULATED DEPRECIATION	BEG OF YEAR	DEPRECIATION	COST OF REMOVAL	SALVAGE	ADJUSTMENTS OR TRANSFERS	ACCUMULATED DEPRECIATION	13 MONTH AVERAGE
13	350 01	LAND RIGHTS	2,367,817.65	165,139.31	3,000	0.00	0.00	2,051.70	2,364,008.66	2,203,699.82
14	352 00	STRUCTURES & IMPROVEMENTS	54,277.41	60,396.87	(10,091.64)	0.00	0.00	599.82	54,264.02	57,424.02
15	353 00	STATION EQUIPMENT	39,115,030.88	3,402,315.47	(2,316,416.54)	(237,743.11)	(113,362.24)	6,224.23	39,782,046.80	38,909,215.84
16	354 00	TOWERS & POLES	112,028.63	(87,446.38)	(11,808.11)	(11,808.11)	0.00	0.00	32,257,100.06	2,239,893.84
17	355 00	POLES & PICTURES	32,973,291.83	2,830,200.64	(738,688.38)	(539,716.87)	164,214.17	(7,893.50)	35,782,126.59	34,800,905.50
18	356 00	OVERHEAD CONDUCTORS & PICTURES	30,939,566.82	2,780,049.82	(448,919.41)	(742,627.42)	134,654.48	0.00	32,257,126.78	31,087,659.24
19	357 01	CLEARING RIGHTS-OF-WAY	44,798.04	44,798.04	0.00	0.00	0.00	0.00	1,094,811.02	1,072,612.00
20	357 00	UNDERGROUND CONDUIT	1,381,504.37	62,277.68	0.00	0.00	0.00	0.00	1,442,232.46	1,412,709.02
21	358 00	ROADS & TRAILS	803,920.84	77,782.11	(65,269.38)	(3,103.98)	0.00	0.00	1,820,211.88	1,731,017.81
22	359 00	ROADS & TRAILS	114,843,040.38	8,784,378.18	14,085,832.83	(1,434,801.50)	185,604.31	(17.87)	119,141,072.55	118,265,778.45
23	TOTAL TRANSMISSION PLANT									
24	360 01	LAND RIGHTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25	361 00	STRUCTURES & IMPROVEMENTS	332,693.85	23,364.08	(439,878.78)	(439,878.78)	20,657.68	(6,224.23)	46,518,175.05	45,302,158.77
26	362 00	STATION EQUIPMENT	43,857,144.28	3,838,223.38	(439,878.78)	(439,878.78)	20,657.68	(6,224.23)	46,518,175.05	45,302,158.77
27	364 00	POLES, TOWERS & PICTURES	87,604,787.92	8,189,661.08	(810,066.81)	(344,327.02)	84,381.17	7,293.50	89,753,734.04	87,880,905.50
28	365 00	OVERHEAD CONDUCTORS & PICTURES	67,624,028.12	5,588,401.32	(885,168.58)	(885,168.58)	264,956.85	(65.46)	69,753,734.04	67,880,905.50
29	366 00	UNDERGROUND CONDUIT	1,380,848.10	1,380,848.10	(13,378.37)	(13,378.37)	12,072.01	27.17	25,751,911.86	24,784,174.81
30	367 00	UNDERGROUND CONDUCTORS & DEVICES	34,094,178.81	4,231,808.01	(1,117,271.11)	(413,419.74)	220,108.81	38.19	37,013,346.87	35,569,659.13
31	368 00	TRANSFORMERS	115,171,323.78	11,684,030.10	(4,858,328.52)	(1,048,007.04)	1,241,055.20	0.00	121,872,075.83	118,988,383.05
32	369 01	OVERHEAD SERVICES	22,689,113.61	1,864,118.85	(202,177.17)	(54,800.28)	4,705.48	0.00	24,302,558.02	23,490,276.63
33	369 02	UNDERGROUND SERVICES	22,677,646.25	(29,876.00)	(19,898.52)	(19,898.52)	31,845.86	0.00	25,757,582.87	24,966,265.90
34	370 00	METERS	18,734,404.34	(2,487,282.18)	(830,857.80)	(830,857.80)	107,128.27	0.00	18,586,433.83	16,586,063.94
35	371 00	STREET LIGHTS & SIGNAL SYSTEMS	5,712,781.54	(1,948,480.38)	(183,453.16)	(183,453.16)	188,641.73	0.00	45,128,750.24	43,299,815.77
36	TOTAL DISTRIBUTION PLANT									
37	390 00	STRUCTURES & IMPROVEMENTS	21,801,458.64	2,835,074.78	(3,689,228.95)	(78,104.17)	582,285.07	178,587.96	21,340,085.23	21,231,196.59
38	391 01	OFFICE FURNITURE & EQUIPMENT	1,101,042.33	1,101,042.33	(710,280.72)	(710,280.72)	0.00	0.00	4,782,680.28	4,884,917.82
39	391 02	COMPUTER EQUIPMENT	12,193,833.90	3,985,174.68	(808,982.64)	0.00	10.00	0.00	14,782,055.96	13,809,428.66
40	392 01	AUTOMOBILES - ENERGY DELIVERY	130,447,47.47	11,001.36	(82,430.03)	(506.88)	7,085.00	0.00	65,377.22	77,982.50
41	392 02	LIGHT TRUCKS - ENERGY DELIVERY	3,736,932.71	828,217.70	(883,947.65)	(1,913.85)	95,073.84	(233,482.48)	3,402,953.28	3,632,772.70
42	392 11	AUTOMOBILES - ENERGY SUPPLY	8,027,783.58	1,413,211.63	(2,318,611.80)	(8,173.87)	487,312.71	(3,121.44)	8,488,393.78	8,308,986.13
43	392 12	HEAVY TRUCKS - ENERGY SUPPLY	3,147,08.08	1,358.84	0.00	0.00	0.00	0.00	4,803.82	3,743.81
44	393 00	HEAVY TRUCKS - ENERGY SUPPLY	318,797.71	34,883.77	(272,149.10)	0.00	600.00	0.00	384,415.02	384,430.21
45	394 00	TOOLS, SHOP & GARAGE EQUIPMENT	185,146.64	38,391.37	(84,022.32)	0.00	0.00	0.00	107,514.89	142,101.25
46	394 00	LABORATORY EQUIPMENT	1,878,684.64	882,311.77	(664,332.20)	0.00	0.00	0.00	1,843,846.21	1,959,142.17
47	395 00	POWER OPERATED EQUIPMENT	547,833.83	182,882.94	(304,381.32)	0.00	0.00	0.00	247,114.62	483,813.81
48	397 00	COMMUNICATION EQUIPMENT	318,831.67	88,207.87	(182,330.40)	0.00	0.00	0.00	251,709.14	285,181.91
49	397 00	COMMUNICATION SYSTEM	18,467,883.62	8,877,188.85	(8,842,873.84)	(14,997.43)	0.00	0.00	20,782.64	18,527,604.87
50	397 25	COMMUNICATION EQUIPMENT - FIBER	8,458,287.03	784,720.88	0.00	0.00	0.00	0.00	7,221,107.62	6,829,268.75
51	398 00	MISCELLANEOUS EQUIPMENT	47,845.68	5,484.87	0.00	0.00	0.00	0.00	91,484.85	57,928.02
52	TOTAL GENERAL PLANT									
53	100 04	SEPARATE ACQUISITION ADJUSTMENT	8,080,888.68	(422,408.28)	0.00	0.00	0.00	0.00	4,887,991.28	4,883,185.48
54	100 06	TOTAL DEPRECIABLE PLANT	17,058,428.41	17,613,232.07	(8,411,832.17)	(100,883.81)	1,187,644.82	198,340.83	78,181,018.80	77,508,817.10
55	100 06	TOTAL DEPRECIABLE PLANT	17,058,428.41	17,613,232.07	(8,411,832.17)	(100,883.81)	1,187,644.82	198,340.83	78,181,018.80	77,508,817.10
56	100 06	TOTAL DEPRECIABLE PLANT	17,058,428.41	17,613,232.07	(8,411,832.17)	(100,883.81)	1,187,644.82	198,340.83	78,181,018.80	77,508,817.10

TAMPA ELECTRIC COMPANY
ELECTRIC PLANT IN SERVICE
FOR YEAR ENDING DECEMBER 31, 2003

RULE 25-6.0438(9), F.A.C.
PAGE 6 OF 9

LINE NO	ACCOUNT NO	ACCOUNT TITLE	PLANT BALANCE BEG OF YEAR	ADDITIONS	RETIREMENTS	ADJUSTMENTS OR TRANSFERS	PLANT BALANCE END OF YEAR	13 MO. AVERAGE
TRANSMISSION PLANT								
13	350 01	LAND RIGHTS	8,422,473.46	1,000,000.00	0.00	0.00	7,422,473.46	6,499,394.64
14	352 00	STRUCTURES & IMPROVEMENTS	2,836,682.86	113,847.01	(10,081.64)	34,872.40	2,773,510.72	2,742,253.81
15	353 00	STATION EQUIPMENT	136,844,400.39	22,088,256.83	(2,318,416.84)	(8,864.88)	156,411,375.70	147,745,869.68
16	354 00	TOWERS & FIXTURES	4,342,274.68	0.00	(67,646.38)	0.00	4,274,628.27	4,337,071.08
17	355 00	POLES & FIXTURES	78,596,882.42	9,042,329.64	(758,648.38)	(27,478.33)	84,852,164.26	81,672,504.77
18	356 00	OVERHEAD CONDUCTORS & FIXTURES	72,876,361.09	19,803,660.83	(848,319.41)	0.00	91,830,992.51	81,225,414.66
19	356 01	CLEARING RIGHTS-OF-WAY	2,133,240.24	0.00	0.00	0.00	2,133,240.24	2,133,240.24
20	357 00	UNDERGROUND CONDUIT	3,640,428.46	0.00	0.00	0.00	3,640,428.46	3,640,428.46
21	358 00	UNDERGROUND CONDUCTORS & DEVICES	7,044,035.81	0.00	0.00	0.00	7,044,035.81	7,044,035.81
22	359 00	ROADS & TRAILS	3,646,766.70	236,404.35	(85,288.38)	0.00	3,799,881.67	3,706,795.87
23		TOTAL TRANSMISSION PLANT	316,653,648.94	82,864,658.58	(4,611,932.83)	529.18	384,942,735.88	340,648,810.85
DISTRIBUTION PLANT								
24	360 01	LAND RIGHTS	0.00	0.00	0.00	0.00	0.00	0.00
25	361 00	STRUCTURES & IMPROVEMENTS	1,041,653.88	87,580.67	0.00	0.00	1,139,234.55	1,055,756.20
26	362 00	STATION EQUIPMENT	126,622,314.67	4,442,917.22	(439,878.78)	10,034.29	129,855,287.30	126,510,968.62
27	363 00	POLES, TOWERS & FIXTURES	152,178,844.18	6,122,592.61	(810,068.81)	27,559.44	157,939,328.62	154,995,432.66
28	364 00	OVERHEAD CONDUCTORS & FIXTURES	170,779,252.78	6,736,729.19	(895,166.58)	27,880.39	176,640,695.78	174,006,593.67
29	365 00	UNDERGROUND CONDUIT	102,379,458.95	5,199,878.81	(48,418.37)	3,116.48	107,534,028.85	105,056,651.30
30	367 00	UNDERGROUND CONDUCTORS & DEVICES	152,117,186.46	10,814,212.48	(1,117,371.11)	(17,598.87)	161,596,437.94	156,553,440.37
31	368 00	TRANSFORMERS	280,012,603.85	17,142,499.85	(4,958,328.52)	0.00	302,196,775.18	296,617,500.71
32	369 00	OVERHEAD SERVICES	87,240,173.27	2,478,831.63	(202,177.74)	0.00	89,516,827.16	88,270,031.61
33	369 02	UNDERGROUND SERVICES	68,312,286.02	6,407,870.80	(29,678.00)	0.00	73,890,478.82	70,860,422.08
34	370 00	METERS	47,044,872.63	2,270,128.17	(2,487,927.26)	0.00	46,817,073.54	47,185,481.48
35	373 00	STREET LIGHTS & SIGNAL SYSTEMS	107,893,581.44	6,654,022.74	(1,940,460.38)	0.00	112,607,123.80	110,802,187.34
36		TOTAL DISTRIBUTION PLANT	1,254,822,177.01	67,166,842.64	(12,839,473.34)	61,024.71	1,309,200,576.04	1,281,614,404.91
GENERAL PLANT								
37	390 00	STRUCTURES & IMPROVEMENTS	74,481,429.28	800,033.43	(3,889,226.95)	(127,283.78)	71,464,951.97	72,474,188.49
38	391 01	OFFICE FURNITURE & EQUIPMENT	8,858,804.87	187,897.87	(710,260.72)	0.00	8,335,552.02	8,889,301.72
39	391 02	COMPUTER EQUIPMENT	24,572,898.92	2,358,283.89	(800,962.64)	0.00	26,130,220.17	25,023,967.34
40	392 01	AUTOMOBILES - ENERGY DELIVERY	210,709.41	0.00	(92,480.03)	0.00	118,229.38	149,884.85
41	392 02	LIGHT TRUCKS - ENERGY DELIVERY	8,809,818.82	320,816.58	(699,947.66)	(216,265.26)	7,814,622.48	8,107,463.04
42	392 03	HEAVY TRUCKS - ENERGY DELIVERY	23,878,774.37	201,578.33	(2,318,811.80)	(46,102.76)	21,821,434.16	22,467,944.68
1	392 11	AUTOMOBILES - ENERGY SUPPLY	11,798.70	0.00	0.00	0.00	11,798.70	11,798.70
2	392 12	LIGHT TRUCKS - ENERGY SUPPLY	1,362,917.60	0.00	(272,146.10)	218,266.28	1,308,034.78	1,388,863.66
3	392 13	HEAVY TRUCKS - ENERGY SUPPLY	689,484.79	0.00	0.00	40,102.78	699,587.56	696,502.72
4	393 00	STORES EQUIPMENT	284,678.62	0.00	(84,022.32)	0.00	200,656.30	242,664.36
5	394 00	TOOLS, SHOP & GARAGE EQUIPMENT	5,481,676.28	471,808.40	(861,332.20)	0.00	5,091,152.48	6,309,040.33
6	395 00	LABORATORY EQUIPMENT	1,056,112.34	0.00	(304,381.32)	0.00	751,731.02	803,821.68
7	396 00	POWER OPERATED EQUIPMENT	844,238.26	0.00	(182,330.40)	0.00	661,907.86	668,073.06
8	397 00	COMMUNICATION EQUIPMENT	41,214,783.60	2,824,203.82	(8,442,873.84)	82,411.38	35,498,504.94	38,021,007.88
9	397 01	ENERGY MANAGEMENT SYSTEM	0.00	0.00	0.00	0.00	0.00	0.00
10	397 23	COMMUNICATION EQUIPMENT - FIBER	12,878,136.88	663,486.78	0.00	0.00	13,541,623.66	13,187,124.78
11	398 00	MISCELLANEOUS EQUIPMENT	158,676.18	0.00	6,494.67	0.00	165,170.85	137,326.82
12		TOTAL GENERAL PLANT	204,318,514.88	7,827,711.18	(18,457,023.11)	(24,872.40)	183,667,830.47	187,669,073.84
13	108 04	DEFERRING ACQUISITION ADJUSTMENT	0.00	0.00	0.00	0.00	0.00	0.00
14		TOTAL DEPRECIABLE PLANT	4,521,647,786.72	481,391,858.37	(110,340,383.86)	28,633.63	4,811,811,630.32	4,444,410,889.89

TAMPA ELECTRIC COMPANY
2003 DIT ALLOCATION BY PLANT ACCOUNT

DX
2-26-04

ACCOUNT	G/L BALANCE	DIT ALLOCATION
303ALL	30,803,806.27	2,459,268.38
310ALL	7,248,090.34	578,662.23
311ALL	244,343,452.67	19,507,528.41
312ALL	928,323,733.83	74,114,126.71
314ALL	247,716,160.81	19,776,793.66
315ALL	161,145,043.69	12,865,257.83
316ALL	24,579,506.64	1,962,342.02
340ALL	19,210,930.22	1,533,733.62
341ALL	119,382,517.52	9,531,083.51
342ALL	242,167,772.98	19,333,828.74
343ALL	167,545,829.53	13,376,274.23
344ALL	-	-
345ALL	67,541,811.14	5,392,302.48
346ALL	6,508,012.45	519,577.00
347ALL	72,936.30	6,822.88
350ALL	15,088,647.43	1,204,624.95
352ALL	2,134,120.30	170,380.72
353ALL	125,373,373.27	10,009,372.52
354ALL	4,274,828.27	341,271.40
355ALL	74,810,068.29	5,972,574.74
356ALL	70,288,026.36	5,811,550.69
357ALL	3,540,428.45	282,655.45
358ALL	7,044,035.61	562,371.22
359ALL	3,719,134.06	296,822.68
360ALL	6,104,880.12	487,376.35
361ALL	922,776.02	73,671.22
362ALL	116,818,479.95	9,326,379.70
36400	155,540,472.34	12,747,308.42
36490	(636,356.35)	(50,804.47)
36590	173,638,701.42	13,807,700.00
366ALL	106,617,507.82	8,511,969.70
367ALL	138,759,641.06	11,078,085.42
368ALL	299,859,844.03	23,939,763.32
36900	56,685,490.23	4,625,671.69
36900	2,823,093.48	226,086.81
36902	73,675,607.48	5,882,003.35
36990	11,202.44	894.36
370ALL	46,817,073.54	3,737,711.74
373ALL	112,528,550.35	8,983,886.69
374ALL	16,597.39	1,325.08
389ALL	2,801,437.22	223,656.97
390ALL	70,584,039.95	5,635,183.38
391ALL	32,965,290.95	2,631,833.77
392ALL	31,870,382.68	2,528,452.81
393ALL	200,653.20	16,019.45
394ALL	5,268,155.48	420,591.15
395ALL	751,731.02	60,015.58
396ALL	491,907.86	39,272.21
397ALL	46,166,580.90	3,685,778.68
398ALL	142,170.03	11,350.36
106	634,225,805.85	50,634,374.65
	<u>4,688,313,582.99</u>	<u>374,298,592.50</u>

PLANT RELATED DEFERRERDS

19012	(4,502,824.00)
19013	(27,096,503.00)
19014	(3,250,008.78)
19015	(19,882,792.58)
	<u>(54,732,128.34)</u>
281ALL	6,612,706.87
282.25	(27,260,003.90) FAS109
282ALL	449,678,017.87
	<u>374,298,592.50</u>

OK 11,750,957.62
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101	4,054,087,777.14
106	634,225,805.85
	<u>4,688,313,582.99</u>

6,980,131.91

6,980,131.91

104,390,273.18

117,508,134.39CR

665,603.80CR

35,286.03

129.98

13,748,051.00CR

390,668.90CR

390,668.90CR

15,911.11CR

2,934.17CR

18,845.28CR

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3,203.39CR

22,298.10

5,302.87

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4,247,545.14CR

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4,223,147.56CR

18,327.30CR

15,955.53CR

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1,232.21CR

459.00CR

35,974.04CR

420,890,832.98

420,890,832.98

1,886,458,001.21CR

33,719,725.38

118,117,446.42CR

4,657,491.30CR

44,971.97CR

1,975,558,185.52CR

15,744,817.49CR

15,744,817.49CR

4,343,731.84

916,028.33

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Name of Respondent Tampa Electric Company		This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission		Date of Report (Mo, Da, Yr) 04/30/2004	Year of Report Dec. 31, 2003
SUMMARY OF UTILITY PLANT AND ACCUMULATED PROVISIONS FOR DEPRECIATION, AMORTIZATION AND DEPLETION					
Line No.	Classification (a)	Total (b)	Electric (c)		
1	Utility Plant				
2	In Service				
3	Plant in Service (Classified)	4,054,087,777	4,054,087,777		
4	Property Under Capital Leases				
5	Plant Purchased or Sold				
6	Completed Construction not Classified	634,225,806	634,225,806		
7	Experimental Plant Unclassified				
8	Total (3 thru 7)	4,688,313,583	4,688,313,583		
9	Leased to Others				
10	Held for Future Use	32,673,109	32,673,109		
11	Construction Work In Progress	420,890,833	420,890,833		
12	Acquisition Adjustments	5,259,760	5,259,760		
13	Total Utility Plant (8 thru 12)	5,147,137,285	5,147,137,285		
14	Accum Prov for Depr, Amort, & Depl	1,991,303,003	1,991,303,003		
15	Net Utility Plant (13 less 14)	3,155,834,282	3,155,834,282		
16	Detail of Accum Prov for Depr, Amort & Depl				
17	In Service:				
18	Depreciation	1,975,558,186	1,975,558,186		
19	Amort & Depl of Producing Nat Gas Land/Land Right				
20	Amort of Underground Storage Land/Land Rights				
21	Amort of Other Utility Plant	15,744,817	15,744,817		
22	Total In Service (18 thru 21)	1,991,303,003	1,991,303,003		
23	Leased to Others				
24	Depreciation				
25	Amortization and Depletion				
26	Total Leased to Others (24 & 25)				
27	Held for Future Use				
28	Depreciation				
29	Amortization				
30	Total Held for Future Use (28 & 29)				
31	Abandonment of Leases (Natural Gas)				
32	Amort of Plant Acquisition Adj				
33	Total Accum Prov (equals 14) (22,26,30,31,32)	1,991,303,003	1,991,303,003		

Name of Respondent Tampa Electric Company		This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission		Date of Report (Mo, Da, Yr) 04/30/2004	Year of Report Dec. 31, 2003
ELECTRIC PLANT IN SERVICE (Account 101, 102, 103 and 106) (Continued)					
Line No.	Account (a)	Balance Beginning of Year (b)	Additions (c)		
44	(347) Asset Retirement Costs for Other Production				
45	TOTAL Other Prod. Plant (Enter Total of lines 37 thru 44)	735,130,698	338,977,116		
46	TOTAL Prod. Plant (Enter Total of lines 16, 25, 35, and 45)	2,477,869,907	389,042,494		
47	3. TRANSMISSION PLANT				
48	(350) Land and Land Rights	14,209,589	1,000,000		
49	(352) Structures and Improvements	2,635,683	113,047		
50	(353) Station Equipment	136,644,401	22,089,257		
51	(354) Towers and Fixtures	4,342,274			
52	(355) Poles and Fixtures	76,595,882	9,042,330		
53	(356) Overhead Conductors and Devices	75,009,601	19,803,551		
54	(357) Underground Conduit	3,540,429			
55	(358) Underground Conductors and Devices	7,044,036			
56	(359) Roads and Trails	3,648,767	236,404		
57	(359.1) Asset Retirement Costs for Transmission Plant				
58	TOTAL Transmission Plant (Enter Total of lines 48 thru 57)	323,670,662	52,284,589		
59	4. DISTRIBUTION PLANT				
60	(360) Land and Land Rights	5,540,595			
61	(361) Structures and Improvements	1,041,654	97,561		
62	(362) Station Equipment	125,622,314	4,442,817		
63	(363) Storage Battery Equipment				
64	(364) Poles, Towers, and Fixtures	152,178,844	6,122,593		
65	(365) Overhead Conductors and Devices	170,779,253	6,736,728		
66	(366) Underground Conduit	102,379,459	5,199,879		
67	(367) Underground Conductors and Devices	132,117,165	10,614,212		
68	(368) Line Transformers	290,012,603	17,142,500		
69	(369) Services	125,552,459	7,886,402		
70	(370) Meters	47,044,872	2,270,128		
71	(371) Installations on Customer Premises				
72	(372) Leased Property on Customer Premises				
73	(373) Street Lighting and Signal Systems	107,893,552	6,654,023		
74	(374) Asset Retirement Costs for Distribution Plant				
75	TOTAL Distribution Plant (Enter Total of lines 60 thru 74)	1,260,162,770	67,166,843		
76	5. GENERAL PLANT				
77	(389) Land and Land Rights	3,633,320			
78	(390) Structures and Improvements	74,481,430	800,033		
79	(391) Office Furniture and Equipment	33,431,405	2,545,982		
80	(392) Transportation Equipment	34,726,702	522,197		
81	(393) Stores Equipment	284,676			
82	(394) Tools, Shop and Garage Equipment	5,461,679	471,808		
83	(395) Laboratory Equipment	1,056,112			
84	(396) Power Operated Equipment	644,238			
85	(397) Communication Equipment	54,092,900	3,487,691		
86	(398) Miscellaneous Equipment	136,675			
87	SUBTOTAL (Enter Total of lines 77 thru 86)	207,949,137	7,827,711		
88	(399) Other Tangible Property				
89	(399.1) Asset Retirement Costs for General Plant				
90	TOTAL General Plant (Enter Total of lines 87, 88 and 89)	207,949,137	7,827,711		
91	TOTAL (Accounts 101 and 106)	4,305,349,600	499,589,252		
92	(102) Electric Plant Purchased (See Instr. 8)				
93	(Less) (102) Electric Plant Sold (See Instr. 8)				
94	(103) Experimental Plant Unclassified				
95	TOTAL Electric Plant in Service (Enter Total of lines 91 thru 94)	4,305,349,600	499,589,252		

Name of Respondent
Tampa Electric Company

This Report Is:
(1) ☒ An Original
(2) ☐ A Resubmission

Date of Report
(Mo, Da, Yr)
04/30/2004

Year of Report
Dec. 31, 2003

ELECTRIC PLANT IN SERVICE (Account 101, 102, 103 and 106) (Continued)

Retirements (d)	Adjustments (e)	Transfers (f)	Balance at End of Year (g)	Line No.
		72,936	72,936	44
5,968,844		-649,104	1,067,489,866	45
74,893,894		-611,789	2,771,406,718	46
				47
8,249		887,307	16,088,647	48
10,092		34,872	2,773,510	49
2,315,417		-6,865	158,411,376	50
67,646			4,274,628	51
758,569		-27,478	84,852,165	52
848,919			93,964,233	53
			3,540,429	54
			7,044,036	55
85,289			3,799,882	56
				57
4,094,181		887,836	372,748,906	58
				59
		564,083	6,104,678	60
			1,139,215	61
439,879		-6,563	129,618,689	62
				63
810,067		27,566	157,516,925	64
895,169		27,880	178,346,807	65
48,428		3,118	107,534,026	66
1,117,371		-17,569	141,596,437	67
4,958,327			302,196,776	68
231,856			133,207,005	69
2,497,927			46,817,073	70
				71
				72
1,940,450			112,607,125	73
		16,597	16,597	74
12,939,474		615,110	1,315,005,249	75
				76
831,883			2,801,437	77
3,689,227		-127,284	71,464,952	78
1,511,213			34,466,174	79
3,377,138			31,871,761	80
84,022			200,654	81
665,332			5,268,155	82
304,381			751,731	83
152,330			491,908	84
8,642,874		92,411	49,030,128	85
-5,495			142,170	86
19,252,905		-34,873	196,489,070	87
				88
				89
19,252,905		-34,873	196,489,070	90
117,481,552		856,284	4,688,313,584	91
-470,932	-470,932			92
				93
				94
117,010,620	-470,932	856,284	4,688,313,584	95

Name of Respondent Tampa Electric Company		This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission		Date of Report (Mo, Da, Yr) 04/30/2004	Year of Report Dec. 31, 2003
ELECTRIC OPERATION AND MAINTENANCE EXPENSES (Continued)					
If the amount for previous year is not derived from previously reported figures, explain in footnote.					
Line No.	Account (a)	Amount for Current Year (b)	Amount for Previous Year (c)		
104	3. DISTRIBUTION Expenses (Continued)				
105	(581) Load Dispatching				
106	(582) Station Expenses				
107	(583) Overhead Line Expenses	615,641	608,196		
108	(584) Underground Line Expenses	407,644	579,703		
109	(585) Street Lighting and Signal System Expenses	49,872	94,989		
110	(586) Meter Expenses	369,192	203,045		
111	(587) Customer Installations Expenses	4,186,191	3,574,397		
112	(588) Miscellaneous Expenses	1,743,531	1,551,738		
113	(589) Rents	14,188,178	11,100,402		
114	TOTAL Operation (Enter Total of lines 103 thru 113)	30,414	20,085		
115	Maintenance	22,866,144	21,481,017		
116	(590) Maintenance Supervision and Engineering				
117	(591) Maintenance of Structures	1,002,727	436,407		
118	(592) Maintenance of Station Equipment	-132	699		
119	(593) Maintenance of Overhead Lines	1,208,466	1,405,270		
120	(594) Maintenance of Underground Lines	8,600,917	9,302,632		
121	(595) Maintenance of Line Transformers	1,591,522	1,295,768		
122	(596) Maintenance of Street Lighting and Signal Systems	371,859	248,235		
123	(597) Maintenance of Meters	3,905,582	2,820,737		
124	(598) Maintenance of Miscellaneous Distribution Plant	342,795	276,411		
125	TOTAL Maintenance (Enter Total of lines 116 thru 124)		64		
126	TOTAL Distribution Exp (Enter Total of lines 114 and 125)	15,023,736	15,786,223		
127	4. CUSTOMER ACCOUNTS EXPENSES	37,889,880	37,267,240		
128	Operation				
129	(901) Supervision				
130	(902) Meter Reading Expenses	5,833,158	6,464,585		
131	(903) Customer Records and Collection Expenses	3,130,455	3,076,534		
132	(904) Uncollectible Accounts	14,991,986	14,345,557		
133	(905) Miscellaneous Customer Accounts Expenses	3,295,571	5,141,764		
134	TOTAL Customer Accounts Expenses (Total of lines 129 thru 133)				
135	5. CUSTOMER SERVICE AND INFORMATIONAL EXPENSES	27,251,170	29,028,420		
136	Operation				
137	(907) Supervision				
138	(908) Customer Assistance Expenses				
139	(909) Informational and Instructional Expenses	18,601,792	19,061,273		
140	(910) Miscellaneous Customer Service and Informational Expenses	677,369	599,430		
141	TOTAL Cust. Service and Information. Exp. (Total lines 137 thru 140)				
142	6. SALES EXPENSES	19,279,161	18,660,703		
143	Operation				
144	(911) Supervision				
145	(912) Demonstrating and Selling Expenses				
146	(913) Advertising Expenses	1,593,564	2,915,758		
147	(916) Miscellaneous Sales Expenses	36,868	324,224		
148	TOTAL Sales Expenses (Enter Total of lines 144 thru 147)	78,677	72,423		
149	7. ADMINISTRATIVE AND GENERAL EXPENSES	1,709,109	3,312,405		
150	Operation				
151	(920) Administrative and General Salaries				
152	(921) Office Supplies and Expenses	6,443,108	18,935,052		
153	(Less) (922) Administrative Expenses Transferred-Credit	6,935,275	9,514,359		
		1,007,663	3,359,574		

Name of Respondent Tampa Electric Company		This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission		Date of Report (Mo, Da, Yr) 04/30/2004	Year of Report Dec. 31, 2003
ELECTRIC OPERATION AND MAINTENANCE EXPENSES (Continued)					
If the amount for previous year is not derived from previously reported figures, explain in footnote.					
Line No.	Account (a)	Amount for Current Year (b)	Amount for Previous Year (c)		
154	7. ADMINISTRATIVE AND GENERAL EXPENSES (Continued)				
155	(923) Outside Services Employed				
156	(924) Property Insurance	4,320,806	1,483,722		
157	(925) Injuries and Damages	7,107,073	7,052,879		
158	(926) Employee Pensions and Benefits	9,985,423	4,481,714		
159	(927) Franchise Requirements	38,606,985	37,887,366		
160	(928) Regulatory Commission Expenses				
161	(929) (Less) Duplicate Charges-Cr.	2,137,185	1,886,917		
162	(930.1) General Advertising Expenses	7,688,614	6,421,754		
163	(930.2) Miscellaneous General Expenses	128,352	139,504		
164	(931) Rents	11,812,586	12,697,206		
165	TOTAL Operation (Enter Total of lines 151 thru 164)	2,107,637	2,242,688		
166	Maintenance	80,868,133	86,540,079		
167	(935) Maintenance of General Plant				
168	TOTAL Admin & General Expenses (Total of lines 165 thru 167)	2,235,754	2,940,507		
169	TOTAL Elec Op and Maint Expn (Tot 80, 100, 126, 134, 141, 148, 168)	83,123,557	89,480,586		
		1,005,135,663	940,582,913		

2003 FCC POLE RENTAL RATE - GRANDFATHERED CATV ONLY

LINE

FCC 00-116, April 3, 2000 Methodology

17-Mar-2005

NO. INPUTS:

(BASED ON FERC FORM1 DATA FOR YEAR ENDING 12/31/02)

1 RATE OF RETURN	0.1175
2 DEPRECIATION RATE FOR POLES	0.0410
3 TOTAL A&G EXPENSE	89,480,447
4 NET UTILITY PLANT	3,159,185,582
5 MAINTENANCE OF OH LINES #593	9,302,632
6 PLANT ACCOUNTS (Distribution)	
7 #364 Poles, Towers & Fixtures	152,178,844
8 #365 OH Conductor / Devices	170,779,253
9 #369.01 Services	57,240,173
10 TOTAL	380,198,270
11 NUMBER OF POLES	302,117
12 DEPR RES-POLES (108 for 364)	63,404,768
13 DEPR RES-OVERHEAD (365)	87,824,029
14 DEPR RES-SERVICES (369.01)	22,689,112
15 DEFERRED INC. TAXES -POLES (109 for 364)	173,717,909
16 DEFERRED INC. TAXES -OVERHEAD (365)	13,601,758
17 DEFERRED INC. TAXES -SERVICES (369.01)	15,248,400
18 Gross Plant Investment, Form 1, p200, L13 col b	5,062,229,549
19 Accumulated Deprec. 108	1,887,073,220
20 Accum Deferred Inc. Taxes 190,281,282-283	389,057,903
21 Taxes 408.1 - Taxes other than income, p 115, l 13, col E	112,299,386
22 Taxes 409.1 - Income taxes, util op inc, p 115, L 14 & 15	75,588,102
23 Taxes 410.1 - provision for def inc taxes, p 115, L 16	85,548,048
24 Taxes 411.4 - Invest tax credit adjust, p 115, L18	(4,388,821)
25 Taxes 411.1 - prov for def inc tax - credit, L 17, col E	71,108,141

1. Authorized rate of return

2. PR Acctg. Just. K.

3. Form1, P323, L168

4. Form1, P200,

5. Form1, P322, L119

6. Form 1, P207, L59

7. Form1, P207, L60

8. Annual Stat. Rpt

9. Osmose Audit + poles added '01 to '02

10. Annual Stat. Rpt

10. Annual Stat. Rpt

10. Annual Stat. Rpt

Provided by Tax dept.

allocated portion between of 369.01 & 369.02 using ASR.

GL 108

DIT all. - Provided by tax dept.

Net 2,785,098,426

Net 197,938,574

CALCULATION OF MAXIMUM FCC RATE:

Specified in FCC calc.

1 Net Investment in Bare Poles =	85% (Gross Pole Investment(364) - Pole Depreciation Reserve(108)- Accum Def Inc. Tax(190,281,282-283)
2 =	\$75,172,318 x .85 \$63,896,471
3 Net Investment Per Bare Pole =	$\frac{\text{Net Investment in Bare Poles}}{\text{Number of Poles}}$
4 =	\$211.50
5 Administrative expense (as a percentage of net plant investment)	
=	$\frac{\text{Total G \& Administrative Expense (FERC form 1, p 323, l168, col b)}}{\text{Net Utility Plant = Grs P\& Inv (p200, col b) - Acc Dep (108) - Acc Def Inc Tx (190,281,282-283)}}$
6 =	0.0321
7 Maintenance Expense (as a percentage of net pole investment)	
=	$\frac{\text{Pole and Conductor Maintenance Expense (593)}}{(\text{Gross Pole Investment - Depreciation Reserve - Def. Inc. Tax}) + (\text{Gross Conductor Investment - Depreciation Reserve - Def Inc Tax}) + (\text{Gross Services Investment - Depreciation Reserve - Def Inc Tax})}$
8 =	0.0539
9 Depreciation (as a percentage of net pole investment)	
=	$\frac{\text{Depreciation Rate for Gross Pole Investment} \times \text{Gross Pole Investment (acct 364)}}{\text{Net Pole Investment (accts 364-108-109)}}$
10 =	0.0830 0.0410 2.0244
11 Taxes (as a percentage of net plant investment)	
=	$\frac{\text{Taxes Paid (accts 408.1+409.1+410.1+411.4-411.1)}}{\text{Net Utility Plant (GPI-108-190,281,282)}}$
12 =	0.0710
13 Cost of Capital (Mid-point of the allowable range for rate base rate of return)	

= 0.1175

14 Total Carrying Charge

15	Administrative Expense	0.0321
16	Maintenance Expense	0.0539
17	Depreciation	0.0830
18	Taxes	0.0710
19	Cost of Capital	0.1175
20	Total Carrying Charge	0.3576

21 Use Ratio = $\frac{\text{Space Used By Cable Company}}{\text{Total Useable Space}}$

= $\frac{1 \text{ Foot}}{13.5 \text{ Feet}}$

22 = 0.0741

Spec. in FCC calc.

23 Maximum FCC Rate = Net Investment Per Bare Pole x Total Carrying Charge x Use Ratio

24 = \$211.50 x 0.3576 x 0.0741

25 = \$5.60

NEW TELECOMM FCC RATE

17-Mar-2006

LINE

NO. INPUTS:

(BASED ON FERC FORM 1 DATA FOR YEAR ENDING 12/31/02)

1	RATE OF RETURN	0.1225
2	DEPRECIATION RATE FOR POLES	0.0410
3	TOTAL A&G EXPENSE	89,480,447
4	NET UTILITY PLANT	3,159,185,582
5	MAINTENANCE OF OH LINES #593	9,302,632
6	PLANT ACCOUNTS (Distribution)	
7	#364	152,178,844
8	#365	170,779,253
9	#369	57,240,173
10	TOTAL	380,198,270
11	NUMBER OF POLES	302,117
12	DEPR RES-POLES (364)	63,404,768
13	DEPR RES-OVERHEAD (365)	87,624,029
14	DEPR RES-SERVICES (369)	22,689,112
15	TOTAL TAXES PAID	222,445,753

CALCULATION OF MAXIMUM FCC RATE:

16	Net Investment in Bare Poles =	85% (Gross Pole Investment - Pole Depreciation Reserve)
17	=	\$75,457,965
18	Net Investment Per Bare Pole =	$\frac{\text{Net Investment in Bare Poles}}{\text{Number of Poles}}$
19	=	\$249.76
20	Maintenance Expense (as a percentage of net pole investment)	$\frac{\text{Pole and Conductor Maintenance Expense}}{(\text{Gross Pole Investment} - \text{Depreciation Reserve}) + (\text{Gross Conductor Investment} - \text{Depreciation Reserve}) + (\text{Gross Services Investment} - \text{Depreciation Reserve})}$
21	=	0.0451
22	Depreciation (as a percentage of net pole investment)	$\frac{\text{Depreciation Rate for Gross Pole Investment} \times \text{Gross Pole Investment}}{\text{Net Pole Investment}}$
23	=	0.0703
24	Administrative expense (as a percentage of net plant investment)	$\frac{\text{Administrative Expense}}{\text{Net Utility Plant}}$
25	=	0.0283
26	Taxes (as a percentage of net plant investment)	$\frac{\text{Taxes Paid}}{\text{Net Utility Plant}}$
27	=	0.0704
28	Cost of Capital (Mid-point of the allowable range for rate base rate of return)	0.1225
29	Total Carrying Charge	

30	Maintenance Expense	0.0451
31	Depreciation	0.0703
32	Administrative Expense	0.0283
33	Taxes	0.0704
34	Cost of Capital	<u>0.1225</u>

35 Total Carrying Charge 0.3366

36 Use Ratio = $\frac{\text{Space Used By Cable Company}}{\text{Total Useable Space}}$

= $\frac{1 \text{ Foot}}{13.5 \text{ Feet}}$

37 = 0.0741

38 Old Rate = Net Investment Per Bare Pole x Total Carrying Charge x Use Ratio

39 = \$249.76 x 0.3366 x 0.0741

40 = \$6.23

NEW FCC RATE METHOD:

A	Bare Pole Cost	\$249.76	
B	Annual Carrying Charge	33.66%	
C	Unusable Space (feet)	24	
D	Average Number of Attaching Entities	2.051 (*)	<<< shown in audit
E	Total Pole Length (above grade) (feet)	37.5	
F	Space Allocated to Attaching Entity (feet)	1	
G	Usable Space (feet)	13.5	

(*) assumes no distinction between rural, urbanized & urban areas

NEW RATE FORMULA:

$(((F/G) \times (G/E)) + ((2/3) \times (C/E) / D)) \times A \times B$ \$19.73

EXAMPLE OF PHASE IN OVER FIVE YEARS ASSUMING NO BASE RATE CHANGE:

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
New rate	\$19.73	\$19.73	\$19.73	\$19.73	\$19.73
Old rate	(\$6.23)	(\$6.23)	(\$6.23)	(\$6.23)	(\$6.23)
Differential to be phased in	\$13.50	\$13.50	\$13.50	\$13.50	\$13.50
Annual phase-in percentage	20.00%	40.00%	60.00%	80.00%	100.00%
Amount to be phased in per year	\$2.70	\$5.40	\$8.10	\$10.80	\$13.50
Old Rate	\$6.23	\$6.23	\$6.23	\$6.23	\$6.23
New rate	\$8.93	\$11.63	\$14.33	\$17.03	\$19.73

TAMPA ELECTRIC COMPANY
ELECTRIC PLANT IN SERVICE
FOR YEAR ENDING DECEMBER 31, 2002

ANNUAL STATUS REPORT
RULE 25-6.043(9), F.A.C.
PAGE 2 OF 4

LINE NO	ACCOUNT NO	ACCOUNT TITLE	PLANT BALANCE BEG OF YEAR	ADDITIONS	RETIREMENTS	ADJUSTMENTS OR TRANSFERS	PLANT BALANCE END OF YEAR	13 MO. AVERAGE
1		BIG BEND STATION						
2		COMBUSTION TURBINE #1	1,754,837.54	0.00	0.00	0.00	1,754,837.54	1,754,837.54
		COMBUSTION TURBINE #2	22,270,409.61	217,213.45	(49,518.94)	0.00	22,438,104.12	22,415,477.20
3		TOTAL BIG BEND STATION	24,025,247.15	217,213.45	(49,518.94)	0.00	24,192,941.66	24,170,314.74
4		GANNON STATION						
		COMBUSTION TURBINE #1	1,865,194.15	0.00	(1,865,194.15)	0.00	0.00	143,476.47
5		TOTAL GANNON STATION	1,865,194.15	0.00	(1,865,194.15)	0.00	0.00	143,476.47
6		TOTAL PHILLIPS STATION	61,194,948.23	445,672.37	(93,370.00)	(10,684.51)	61,536,556.09	61,597,004.19
7		POLK POWER STATION						
8		POLK POWER COMMON	69,124,871.25	662,482.12	0.00	0.00	69,787,353.37	69,204,120.57
9		POLK POWER UNIT #1	445,019,653.08	2,786,737.75	(3,194,802.66)	10,634.51	445,622,222.48	444,744,977.88
10		POLK POWER UNIT #2	49,889,937.36	0.00	0.00	0.00	49,889,937.36	49,889,937.36
11	346.67	POLK POWER UNIT #3	0.00	52,725,561.04	0.00	0.00	52,725,561.04	35,700,269.53
		POLK POWER TOOLS AMORTIZATION	4,876,152.88	120,633.45	0.00	0.00	4,996,786.33	4,985,432.08
12		TOTAL POLK POWER STATION	568,910,614.27	37,295,414.16	(3,194,802.66)	10,634.51	623,021,860.28	603,924,737.41
13	343.90	CITY OF TAMPA PRIME MOVERS	6,412,054.87	14,314.74	0.00	0.00	6,446,369.61	6,438,641.29
14		OTHER DISMANTLING ACCRUAL	0.00	0.00	0.00	0.00	0.00	0.00
15		TOTAL OTHER PRODUCTION	642,407,908.67	57,992,614.92	(3,202,885.95)	0.00	716,197,727.64	696,069,174.10
16		TOTAL PRODUCTION PLANT	2,226,920,192.51	134,533,881.68	(10,734,456.75)	6,628.85	2,430,726,247.27	2,399,429,960.30
17	350.01	TRANSMISSION PLANT						
18	352.00	LAND RIGHTS	6,392,866.05	29,607.41	0.00	0.00	6,422,473.46	6,416,795.28
19	353.00	STRUCTURES & IMPROVEMENTS	2,459,947.74	1,643.22	(32,010.71)	6,102.70	2,635,682.95	2,644,096.18
20	354.00	STATION EQUIPMENT	130,105,026.77	8,225,283.14	(999,519.11)	(686,390.41)	136,644,400.39	133,510,774.95
21	355.00	TOWERS & FIXTURES	1,332,274.45	0.00	0.00	0.00	1,332,274.45	1,332,274.45
22	356.00	POLES & FIXTURES	74,958,200.11	2,327,776.06	(408,050.03)	1,707,956.28	76,595,882.42	74,196,544.38
23	357.00	OVERHEAD CONDUCTORS & FIXTURES	70,108,191.88	2,527,357.89	(379,605.03)	820,418.35	72,876,361.09	71,508,184.18
24	358.00	CLEARING RIGHTS-OF-WAY	2,133,240.24	0.00	0.00	0.00	2,133,240.24	2,133,240.24
25	359.00	UNDERGROUND CONDUIT	3,540,428.45	0.00	0.00	0.00	3,540,428.45	3,540,428.45
26	359.00	UNDERGROUND CONDUCTORS & DEVICES	7,044,035.61	0.00	0.00	0.00	7,044,035.61	7,044,035.61
27	359.00	ROADS & TRAILS	3,449,800.71	210,602.10	(31,636.11)	0.00	3,648,766.70	3,498,258.25
27		TOTAL TRANSMISSION PLANT	302,744,012.21	13,322,369.82	(2,030,820.99)	1,848,094.92	313,843,545.96	308,834,932.17
28	360.01	DISTRIBUTION PLANT						
29	361.00	LAND RIGHTS	0.00	0.00	0.00	0.00	0.00	0.00
30	362.00	STRUCTURES & IMPROVEMENTS	987,882.87	48,111.67	(2,500.00)	8,157.24	1,041,493.88	1,011,417.48
31	363.00	STATION EQUIPMENT	117,621,213.08	8,283,276.59	(954,303.67)	672,130.47	125,622,314.57	122,841,709.89
32	364.00	POLES, TOWERS & FIXTURES	143,758,114.27	7,161,112.37	(748,862.12)	8,479.44	150,178,343.96	148,120,155.39
33	365.00	OVERHEAD CONDUCTORS & FIXTURES	183,067,124.61	6,351,371.90	(639,343.73)	0.00	190,779,152.78	188,471,445.30
34	366.00	UNDERGROUND CONDUIT	96,089,776.55	6,409,781.95	(90,099.55)	0.00	102,379,458.95	99,187,538.91
35	367.00	UNDERGROUND CONDUCTORS & DEVICES	122,630,211.24	30,434,021.18	(367,078.98)	0.00	152,117,153.44	127,602,762.31
36	368.00	TRANSFORMERS	277,865,047.73	19,916,618.59	(3,779,060.47)	0.00	294,002,605.85	283,958,984.21
37	369.00	OVERHEAD SERVICES	34,938,442.88	2,514,907.11	(211,178.72)	0.00	37,242,171.27	36,032,578.68
38	370.00	UNDERGROUND SERVICES	64,319,870.86	4,026,140.16	(33,725.00)	0.00	68,312,285.02	66,205,684.68
39	371.00	METERS	45,648,129.35	2,703,969.97	(1,307,244.69)	0.00	47,044,854.63	46,350,340.31
40	372.00	STREET LIGHTS & SIGNAL SYSTEMS	101,190,888.66	8,067,048.20	(1,264,385.32)	0.00	107,993,551.44	104,567,018.51
40		TOTAL DISTRIBUTION PLANT	1,132,084,814.10	71,846,377.79	(10,097,782.25)	888,787.17	1,254,622,177.01	1,225,051,967.69

TAMPA ELECTRIC COMPANY
ACCUMULATED DEPRECIATION AND AMORTIZATION
FOR YEAR ENDING DECEMBER 31, 2002

RULE 25-4.04(6)(b), F.A.C.
PAGE 2 OF 4

LINE NO	ACCOUNT NO	ACCOUNT TITLE	ACCUMULATED DEPRECIATION BEG OF YEAR	DEPRECIATION ACCRUED	RETIREMENTS	COST OF REMOVAL	SALVAGE	ADJUSTMENTS ON TRANSFERS	ACCUMULATED DEPRECIATION END OF YEAR	12 MONTH AVERAGE
1		BIG BEND STATION								
2		COMBUSTION TURBINE #1	1,596,499.21	19,708.20	0.00	0.00	0.00	0.00	1,616,207.41	1,606,253.31
2		COMBUSTION TURBINE #2	18,416,890.28	825,831.11	(48,318.94)	(138.64)	0.00	0.00	19,192,083.81	18,806,427.85
3		TOTAL BIG BEND STATION	20,013,389.49	845,539.31	(48,318.94)	(138.64)	0.00	0.00	20,808,291.22	20,412,680.96
4		GANNON STATION								
4		COMBUSTION TURBINE #1	1,860,107.30	(5,086.85)	(1,865,194.15)	(2,524.88)	0.00	12,698.58	0.00	133,514.11
5		TOTAL GANNON STATION	1,860,107.30	(5,086.85)	(1,865,194.15)	(2,524.88)	0.00	12,698.58	0.00	133,514.11
6		TOTAL PHILLIPS STATION	42,715,615.95	2,341,724.82	(93,370.00)	(15,716.71)	228.24	0.00	43,948,510.20	44,815,859.86
7		POLK POWER STATION								
7		POLK POWER COMMON	11,097,067.36	2,181,063.38	0.00	0.00	0.00	0.00	13,278,130.74	12,186,736.19
8		POLK POWER UNIT #1	80,794,267.25	21,012,546.79	(2,194,802.84)	(236,089.81)	12,083.42	0.00	98,394,004.79	89,168,013.02
9		POLK POWER UNIT #2	3,067,801.16	2,145,255.20	0.00	0.00	0.00	0.00	5,213,056.36	4,140,533.76
10		POLK POWER UNIT #3	0.00	1,568,569.41	0.00	0.00	0.00	0.00	1,568,569.41	568,942.73
11	346.87	POLK POWER TOOLS AMORTIZATION	2,946,379.43	1,243,209.49	0.00	0.00	0.00	0.00	4,189,588.92	3,327,464.14
12		TOTAL POLK POWER STATION	97,905,215.20	23,182,454.27	(2,194,802.84)	(236,089.81)	12,083.42	0.00	122,642,080.72	109,403,689.84
13	342.90	CITY OF TAMPA PRIME MOVERS	278,857.58	278,895.01	0.00	0.00	0.00	0.00	505,752.59	367,196.13
14		OTHER DISMANTLING ACCRUAL	3,908,716.08	1,615,421.66	0.00	(1,660,350.26)	0.00	(12,698.58)	3,911,086.90	3,722,162.18
15		TOTAL OTHER PRODUCTION	167,681,921.40	31,229,218.22	(5,202,865.96)	(1,314,802.30)	12,371.66	0.00	193,816,823.23	178,955,202.07
16		TOTAL PRODUCTION PLANT	1,125,275,156.81	100,941,774.27	(7,074,456.75)	(7,085,876.85)	192,489.24	2,226.00	1,217,763,312.48	1,173,974,019.90
17	350.01	TRANSMISSION PLANT								
17		LAND RIGHTS	1,983,074.89	134,766.61	0.00	0.00	0.00	(1,025.85)	2,126,817.65	2,060,347.89
18	352.00	STRUCTURES & IMPROVEMENTS	524,768.88	55,319.44	(32,010.71)	0.00	0.00	0.00	548,277.61	532,525.40
19	353.00	STATION EQUIPMENT	37,453,917.72	2,670,996.30	(999,519.11)	(295,851.43)	808,174.94	(423,885.74)	39,115,010.99	38,213,754.90
20	354.00	TOWERS & FIXTURES	3,074,840.16	112,891.78	0.00	0.00	0.00	0.00	3,187,731.92	2,733,289.34
21	355.00	POLES & FIXTURES	31,489,081.81	2,817,608.69	(408,050.03)	(1,052,920.78)	136,769.13	1,020,802.71	33,973,291.53	32,600,179.45
22	356.00	OVERHEAD CONDUCTORS & FIXTURES	29,064,059.62	2,431,131.54	(579,605.07)	(1,258,263.56)	23,753.42	476,090.46	30,559,166.51	30,480,482.46
23	356.01	CLEANING RIGHTS-OFF-WAY	1,005,214.34	44,798.04	0.00	0.00	0.00	0.00	1,050,012.38	1,027,613.96
24	357.00	UNDERGROUND CONDUIT	1,313,188.53	67,267.32	0.00	848.32	0.00	0.00	1,381,504.77	1,347,599.30
25	358.00	UNDERGROUND CONDUCTORS & DEVICES	1,442,041.51	190,188.66	0.00	848.32	0.00	0.00	1,633,078.79	1,517,712.80
26	359.00	ROADS & TRAILS	848,082.98	73,274.06	(11,616.11)	(3,900.00)	0.00	0.00	906,920.84	876,587.21
27		TOTAL TRANSMISSION PLANT	108,290,470.81	8,956,752.61	(2,030,820.99)	(2,609,041.11)	471,697.49	1,071,981.58	114,803,040.39	111,790,052.31
28	360.01	DISTRIBUTION PLANT								
28		LAND RIGHTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
29	361.00	STRUCTURES & IMPROVEMENTS	310,926.58	24,267.27	(2,500.00)	0.00	0.00	0.00	332,693.85	321,226.76
30	362.00	STATION EQUIPMENT	40,664,958.06	3,811,306.78	(954,203.67)	(171,269.45)	84,606.84	423,885.73	43,857,184.28	42,311,184.28
31	363.00	TOWERS & FIXTURES	58,891,753.43	4,100,035.27	(748,842.12)	(702,605.04)	87,733.37	(3,806.35)	63,208,789.82	61,022,382.75
32	363.01	OVERHEAD CONDUCTORS & FIXTURES	82,633,427.72	5,912,985.11	(839,143.75)	(568,750.36)	285,630.38	0.00	87,428,029.12	85,060,273.27
33	364.00	UNDERGROUND CONDUIT	31,325,668.13	1,883,589.21	(50,099.55)	(18,182.28)	5,692.31	0.00	33,809,877.90	32,434,395.36
34	367.00	UNDERGROUND CONDUCTORS & DEVICES	31,536,190.87	3,828,855.44	(967,078.90)	(431,491.92)	107,908.08	0.00	34,094,179.51	32,791,144.95
35	368.00	TRANSFORMERS	104,874,289.42	11,631,371.18	(5,779,060.47)	(966,095.20)	1,410,868.86	0.00	115,171,321.73	111,192,680.67
36	369.00	OVERHEAD SERVICES	20,921,889.49	2,015,905.35	(211,176.72)	(41,590.48)	4,083.97	0.00	22,499,926.69	21,803,616.71
37	370.01	UNDERGROUND SERVICES	20,699,214.81	2,184,484.22	(13,725.00)	(23,289.61)	862.03	0.00	22,847,644.25	21,732,755.53
38	370.00	METERS	16,996,186.70	1,894,024.93	(1,307,246.89)	(478,980.21)	30,418.99	0.00	16,754,464.24	16,302,742.58
39	373.00	STREET LIGHTS & SIGNAL SYSTEMS	37,227,121.51	3,542,123.75	(1,364,385.32)	(176,948.41)	105,317.06	0.00	41,813,250.59	39,223,320.32
40		TOTAL DISTRIBUTION PLANT	418,202,646.43	44,858,678.13	(9,097,752.23)	(9,578,616.97)	2,103,242.91	419,678.74	471,838,149.16	454,720,624.88

FR001300

DECEMBER 02

GA MASTERS ACCOUNT BALANCES

COUNT NO.	DESCRIPTION	MONTH BALANCE	YEAR TO DATE BAL	01/06/03	FR001300	PAGE NO.
10572	EAGLE PALM SUBSTN. 329D	.00	.00			
10573	NORTHWOOD SUBSTN #407D	.00	16,162.49			
10598	STEVEDORING ASSETS	.00	.00			
105	ACCOUNT TOTAL	.00	33,346,464.83			
10600	COMP CONSTRUCTION NOT CLASSFD	34,233,630.70CR	349,362,189.16			
106	ACCOUNT TOTAL	34,233,630.70CR	349,362,189.16			
10700	CONSTRUCT WORK IN PROGRESS	24,408,162.56	718,047,579.95			
107	ACCOUNT TOTAL	24,408,162.56	718,047,579.95			
10801	ACCUM DEPR ELEC UTIL PLANT	18,478,585.35CR	1,862,293,228.14CR			
10802	RETIREMENT WORK IN PROGRESS	15,820,182.41	90,431,107.85			
10803	ACCUM ACCRUAL FOR DISMANTLING	494,077.54CR	110,130,200.42CR			
10804	ACCUM AMORT SEBRING ACQUISITI	50,937.44	5,080,899.66CR			
108	ACCOUNT TOTAL	3,101,543.04CR	1,862,293,228.14CR			
11100	ACCUM AMORT PLANT IN SERVICE	2,748,854.23	15,970,746.59CR			
111	ACCOUNT TOTAL	2,748,854.23	15,970,746.59CR			
11401	ACQUISITION ADJ OUC TRANSM LI	15,911.11CR	4,534,665.16			
11402	ACQUIS ADJ BB 230 KV TRANSM L	2,934.17CR	951,238.37			
114	ACCOUNT TOTAL	18,845,28CR	5,485,903.53			
12102	PALM RIVER OP SYSTEM-LAND	.00	9,090.18			
12103	LAND-WALMART	.00	480,109.75			
12106	LAKE LUCERNE SUB	.00	11,686.93			
12108	POLK PACKING SUB	.00	2,483.47			
12111	ZAP CAP INVENTORY ACCOUNT	3,942.85	320,341.69			
12112	ZAP CAP IN-SERVICE ACCOUNT	5,805.63CR	3,261,486.41			
12114	ZAP FOR BUSINESS	5,320.57	796,304.01			
12117	ARTWORK-TECO PLAZA	.00	164,280.19			
12125	REST EQUIP-PLAZA/1996	.00	.00			
12126	REST EQUIP - PLAZA / 2002	75,454.66	75,798.37			
12127	REST EQUIP - PLAZA / 1999	.00	27,539.75			
12141	TAMPA PALMS II	.00	1,084.60			
12142	LAND-DAVIS ISLAND SUB.	.00	328.48			
12150	PORT MANATEE	.00	4,998,859.15			
12160	LAUREL ST #14D	.00	.00			
12161	GRANVILLE #19D	.00	282.96			
12162	WYOMING #46D	.00	17,624.61			
12163	OSBORNE #82D	.00	1,127.03			
12164	45TH STREET #109D	.00	1,008.74			
12165	VAN DYKE TEMP #168	.00	638.48			
121	ACCOUNT TOTAL	78,912.45	10,170,074.80			

Deprec.

TAMPA ELECTRIC COMPANY
2002 DIT ALLOCATION BY PLANT ACCOUNT

Def. Inc. Tax

D.A.
8-4-03

David A. Wallan 31643

ACCOUNT	G/L BALANCE	DIT ALLOCATION
303ALL	18,313,748.16	1,654,942.88
310ALL	7,210,688.84	651,602.25
311ALL	239,072,068.08	21,604,024.16
312ALL	883,248,307.30	79,815,756.34
314ALL	261,842,618.44	23,661,711.50
315ALL	158,587,944.32	14,330,983.28
316ALL	24,852,768.54	2,245,849.22
340ALL	19,932,969.99	1,801,265.92
341ALL	119,857,339.07	10,831,047.27
342ALL	240,260,551.74	21,711,423.05
343ALL	167,559,922.70	15,141,746.50
344ALL	20,031.23	1,810.15
345ALL	67,541,811.14	6,103,484.00
346ALL	10,970,569.20	991,368.19
350ALL	14,204,345.07	1,283,592.09
352ALL	2,107,720.75	190,466.63
353ALL	125,466,198.73	11,337,898.19
354ALL	4,342,274.65	392,394.88
355ALL	74,121,208.35	6,698,048.85
356ALL	70,385,135.45	6,360,434.29
357ALL	3,540,428.45	319,934.92
358ALL	7,044,035.61	636,542.44
359ALL	3,502,515.04	316,508.83
360ALL	5,540,597.14	500,682.48
361ALL	910,385.96	82,268.08
362ALL	116,060,183.30	10,487,912.89
36400	150,518,269.35	13,601,757.74
36490	(644,396.35)	(58,231.82)
365ALL	168,740,181.27	15,248,400.12
366ALL	101,464,729.24	9,188,977.78
367ALL	130,096,745.76	11,756,343.12
368ALL	285,234,885.80	25,775,580.84
369ALL	125,545,655.70	11,315,078.59
370ALL	47,044,872.63	4,251,264.41
373ALL	107,817,424.08	9,743,046.41
389ALL	3,633,319.86	328,329.16
390ALL	72,153,752.55	6,520,257.42
391ALL	26,738,741.61	2,416,277.36
392ALL	34,516,963.80	3,119,165.41
393ALL	284,675.52	25,725.03
394ALL	5,461,679.28	493,550.97
395ALL	1,056,112.34	95,436.81
396ALL	644,238.26	58,217.34
397ALL	49,046,543.87	4,432,147.75
398ALL	136,675.36	12,350.83
106	349,362,189.16	31,570,518.88
	<u>4,305,349,600.30</u>	<u>389,057,903.45</u>

PLANT RELATED DEFERREDS

19012	(4,502,824.00)
19013	(27,096,503.00)
19014	(3,134,999.11)
19015	(19,191,168.44)
	<u>(53,925,492.55)</u>
281ALL	4,229,348.00
282.25	(20,083,911.00) FAS109
282ALL	458,837,959.00
	<u>389,057,903.45</u>

provided OH us

Total Plant Deferrals

101	3,955,987,411.14
106	349,362,189.16
	<u>4,305,349,600.30</u>

Tampa Electric Company		THIS REPORT IS: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 04/30/2003	Year of Report Dec. 31, 2002
SUMMARY OF UTILITY PLANT AND ACCUMULATED PROVISIONS FOR DEPRECIATION, AMORTIZATION AND DEPLETION				
Line No.	Classification (a)	Total (b)	Electric (c)	
1	Utility Plant			
2	In Service			
3	Plant in Service (Classified)	3,955,987,411	3,955,987,411	
4	Property Under Capital Leases			
5	Plant Purchased or Sold			
6	Completed Construction not Classified	349,362,189	349,362,189	
7	Experimental Plant Unclassified			
8	Total (3 thru 7)	4,305,349,600	4,305,349,600	
9	Leased to Others			
10	Held for Future Use	33,346,465	33,346,465	
11	Construction Work in Progress	718,047,580	718,047,580	
12	Acquisition Adjustments	5,485,904	5,485,904	
13	Total Utility Plant (8 thru 12)	5,062,229,549	5,062,229,549	
14	Accum Prov for Depr, Amort, & Depl	1,903,043,967	1,903,043,967	
15	Net Utility Plant (13 less 14)	3,159,185,582	3,159,185,582	
16	Detail of Accum Prov for Depr, Amort & Depl			
17	In Service:			
18	Depreciation	1,887,073,221	1,887,073,221	
19	Amort & Depl of Producing Nat Gas Land/Land Right			
20	Amort of Underground Storage Land/Land Rights			
21	Amort of Other Utility Plant	15,970,747	15,970,747	
22	Total In Service (18 thru 21)	1,903,043,968	1,903,043,968	
23	Leased to Others			
24	Depreciation			
25	Amortization and Depletion			
26	Total Leased to Others (24 & 25)			
27	Held for Future Use			
28	Depreciation			
29	Amortization			
30	Total Held for Future Use (28 & 29)			
31	Abandonment of Leases (Natural Gas)			
32	Amort of Plant Acquisition Adj			
33	Total Accum Prov (equals 14) (22,26,30,31,32)	1,903,043,968	1,903,043,968	

Tampa Electric Company		(1) <input checked="" type="checkbox"/> A Original (2) <input type="checkbox"/> A Resubmission	(Mo, Da, Yr) 04/30/2003	Dec. 31, 2002
ELECTRIC OPERATION AND MAINTENANCE EXPENSES (Continued)				
If the amount for previous year is not derived from previously reported figures, explain in footnote.				
Line No.	Account (a)	Amount for Current Year (b)	Amount for Previous Year (c)	
104	3. DISTRIBUTION Expenses (Continued)			
105	(581) Load Dispatching			
106	(582) Station Expenses	608,196	805,601	
107	(583) Overhead Line Expenses	579,703	642,336	
108	(584) Underground Line Expenses	94,989	256,805	
109	(585) Street Lighting and Signal System Expenses	203,045	401,032	
110	(586) Meter Expenses	3,574,397	3,176,804	
111	(587) Customer Installations Expenses	1,551,738	1,528,667	
112	(588) Miscellaneous Expenses	11,100,402	7,080,570	
113	(589) Rents	20,085	23,633	
114	TOTAL Operation (Enter Total of lines 103 thru 113)	21,481,017	15,251,313	
115	Maintenance			
116	(590) Maintenance Supervision and Engineering	436,407	786,460	
117	(591) Maintenance of Structures	699	-3,971	
118	(592) Maintenance of Station Equipment	1,405,270	1,625,874	
119	(593) Maintenance of Overhead Lines	LS 9,302,632	11,149,023	
120	(594) Maintenance of Underground Lines	1,295,768	1,295,159	
121	(595) Maintenance of Line Transformers	248,235	288,772	
122	(596) Maintenance of Street Lighting and Signal Systems	2,820,737	1,826,250	
123	(597) Maintenance of Meters	276,411	235,235	
124	(598) Maintenance of Miscellaneous Distribution Plant	64	672	
125	TOTAL Maintenance (Enter Total of lines 116 thru 124)	15,786,223	17,203,474	
126	TOTAL Distribution Exp (Enter Total of lines 114 and 125)	37,267,240	32,454,787	
127	4. CUSTOMER ACCOUNTS EXPENSES			
128	Operation			
129	(901) Supervision	6,464,565	253,308	
130	(902) Meter Reading Expenses	3,076,534	3,066,671	
131	(903) Customer Records and Collection Expenses	14,345,557	16,793,197	
132	(904) Uncollectible Accounts	5,141,764	2,419,018	
133	(905) Miscellaneous Customer Accounts Expenses			
134	TOTAL Customer Accounts Expenses (Total of lines 129 thru 133)	29,028,420	22,532,194	
135	5. CUSTOMER SERVICE AND INFORMATIONAL EXPENSES			
136	Operation			
137	(907) Supervision			
138	(908) Customer Assistance Expenses	19,061,273	20,021,036	
139	(909) Informational and Instructional Expenses	599,430	934,443	
140	(910) Miscellaneous Customer Service and Informational Expenses			
141	TOTAL Cust. Service and Information. Exp. (Total lines 137 thru 140)	19,660,703	20,955,479	
142	6. SALES EXPENSES			
143	Operation			
144	(911) Supervision		78	
145	(912) Demonstrating and Selling Expenses	2,915,758	2,495,948	
146	(913) Advertising Expenses	324,224	343,707	
147	(916) Miscellaneous Sales Expenses	72,423	70,512	
148	TOTAL Sales Expenses (Enter Total of lines 144 thru 147)	3,312,405	2,910,245	
149	7. ADMINISTRATIVE AND GENERAL EXPENSES			
150	Operation			
151	(920) Administrative and General Salaries	18,935,052	24,453,529	
152	(921) Office Supplies and Expenses	9,514,359	13,584,610	
153	(Less) (922) Administrative Expenses Transferred-Credit	3,359,574	4,663,476	

Tampa Electric Company		(1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 04/30/2003	Year of Report Dec. 31, 2002
ELECTRIC OPERATION AND MAINTENANCE EXPENSES (Continued)				
If the amount for previous year is not derived from previously reported figures, explain in footnote.				
Line No.	Account	(a)	Amount for Current Year (b)	Amount for Previous Year (c)
154	7. ADMINISTRATIVE AND GENERAL EXPENSES (Continued)			
155	(923) Outside Services Employed			
156	(924) Property Insurance		1,483,722	3,164,168
157	(925) Injuries and Damages		7,052,879	6,006,934
158	(926) Employee Pensions and Benefits		4,481,714	6,771,089
159	(927) Franchise Requirements		37,887,366	22,868,416
160	(928) Regulatory Commission Expenses			
161	(929) (Less) Duplicate Charges-Cr.		1,886,917	1,885,599
162	(930.1) General Advertising Expenses		6,421,754	5,024,717
163	(930.2) Miscellaneous General Expenses		139,504	105,997
164	(931) Rents		12,697,206	6,356,416
165	TOTAL Operation (Enter Total of lines 151 thru 164)		2,242,688	2,768,962
166	Maintenance		88,540,079	78,277,527
167	(935) Maintenance of General Plant			
168	TOTAL Admin & General Expenses (Total of lines 165 thru 167)		2,940,507	6,190,756
169	TOTAL Elec Op and Maint Expn (Tot 80, 100, 126, 134, 141, 148, 168)	53	940,582,913	84,468,283
				881,537,795

From: Justine Kindya
To: Ed Bassford
Date: 4/1/03 3:07PM
Subject: Re: Depreciation rate for poles

Remains the same at .041

>>> Ed Bassford 04/01/03 01:46PM >>>

I am updating all of my 2001 information to 2002 data for the calculation of the joint use rate. What is the 2002 depreciation rate for poles. (It was .0410)

Thank you in advance for your help.

Ed

2002 FCC POLE RENTAL RATE - GRANDFATHERED CATV ONLY

LINE NO.	INPUTS:	17-Mar-2006	
	(BASED ON FERC FORM1 DATA FOR YEAR ENDING 12/31/01)		
1	COST OF CAPITAL	0.0822	1. Surv. Rpt. - Sch 4, Midpoint
2	DEPRECIATION RATE FOR POLES	0.0410	2. Plt Acctg.
3	TOTAL A&G EXPENSE	84,468,283	3. Form1, P323, L168
4	NET UTILITY PLANT	2,719,001,084	4. Form1, P200,
5	MAINTENANCE OF OH LINES #593	11,149,023	5. Form1, P322, L119
6	PLANT ACCOUNTS		
7	#364 Poles, Towers & Fixtures	145,758,114	6. Form 1, P207, L59
8	#365 OH Conductor / Devices	165,067,225	7. Form1, P207, L80
9	#369.01 Services	54,936,443	8. Annual Stat. Rpt
10	TOTAL	365,751,782	9. Osmosa Audit
11	NUMBER OF POLES	299,463	10. Annual Stat. Rpt
12	DEPR RES-POLES (364)	58,691,753	10. Annual Stat. Rpt
13	DEPR RES-OVERHEAD (365)	82,633,628	10. Annual Stat. Rpt
14	DEPR RES-SERVICES (369.01)	20,921,689	10. Annual Stat. Rpt
15	TOTAL TAXES PAID	205,871,533	11. Form 1, P262, Tax Paid e
	CALCULATION OF MAXIMUM FCC RATE:	FCC formula	
16	Net Investment in Bare Poles =	85% (Gross Pole Investment - Pole Depreciation Reserve)	
17	=	\$74,006,406	
18	Net Investment Per Bare Pole =	$\frac{\text{Net Investment in Bare Poles}}{\text{Number of Poles}}$	
19	=	\$247.13	
20	Maintenance Expense (as a percentage of net pole investment)	$\frac{\text{Pole and Conductor Maintenance Expense}}{(\text{Gross Pole Investment} - \text{Depreciation Reserve}) + (\text{Gross Conductor Investment} - \text{Depreciation Reserve}) + (\text{Gross Services Investment} - \text{Depreciation Reserve})}$	
21	=	0.0548	
22	Depreciation (as a percentage of net pole investment)	$\frac{\text{Depreciation Rate for Gross Pole Investment} \times \text{Gross Pole Investment}}{\text{Net Pole Investment}}$	
23	=	0.0686	
24	Administrative expense (as a percentage of net plant investment)	$\frac{\text{Administrative Expense}}{\text{Net Utility Plant}}$	
25	=	0.0311	
26	Taxes (as a percentage of net plant investment)	$\frac{\text{Taxes Paid}}{\text{Net Utility Plant}}$	
27	=	0.0768	
28	Cost of Capital (Mid-point of the allowable range for rate base rate of return)	0.0822	
29	Total Carrying Charge		
30	Maintenance Expense	0.0548	
31	Depreciation	0.0686	
32	Administrative Expense	0.0311	
33	Taxes	0.0768	
34	Cost of Capital	0.0822	
35	Total Carrying Charge	0.3135	

SCHEDULE 4

[illegible]

The information on this schedule may relate in direct or indirect manner to the company's current and past business operations and may be subject to change without notice. The company's current and past business operations and may be subject to change without notice. The company's current and past business operations and may be subject to change without notice.

From Dec 01 the hotel is now kept

Name of Respondent Tampa Electric Company		This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission		Date of Report (Mo, Da, Yr) 04/30/2002	Year of Report Dec. 31, 2001
SUMMARY OF UTILITY PLANT AND ACCUMULATED PROVISIONS FOR DEPRECIATION, AMORTIZATION AND DEPLETION					
Line	Classification (a)	Total (b)	Electric (c)		
1	Utility Plant				
2	In Service				
3	Plant In Service (Classified)	3,868,726,717	3,868,726,717		
4	Property Under Capital Leases				
5	Plant Purchased or Sold				
6	Completed Construction not Classified	238,888,016	238,888,016		
7	Experimental Plant Unclassified				
8	Total (3 thru 7)	4,107,614,733	4,107,614,733		
9	Leased to Others				
10	Held for Future Use	33,352,477	33,352,477		
11	Construction Work in Progress	349,766,477	349,766,477		
12	Acquisition Adjustments	4,725,598	4,725,598		
13	Total Utility Plant (8 thru 12)	4,495,459,285	4,495,459,285		
14	Accum Prov for Depr, Amort, & Depl	1,776,458,201	1,776,458,201		
15	Net Utility Plant (13 less 14)	2,719,001,084	2,719,001,084		
16	Detail of Accum Prov for Depr, Amort & Depl				
17	In Service:				
18	Depreciation	1,764,204,580	1,764,204,580		
19	Amort & Depl of Producing Nat Gas Land/Land Right				
20	Amort of Underground Storage Land/Land Rights				
21	Amort of Other Utility Plant	12,253,621	12,253,621		
22	Total In Service (18 thru 21)	1,776,458,201	1,776,458,201		
23	Leased to Others				
24	Depreciation				
25	Amortization and Depletion				
26	Total Leased to Others (24 & 25)				
27	Held for Future Use				
28	Depreciation				
29	Amortization				
30	Total Held for Future Use (28 & 29)				
31	Abandonment of Leases (Natural Gas)				
32	Amort of Plant Acquisition Adj				
33	Total Accum Prov (equals 14) (22,26,30,31,32)	1,776,458,201	1,776,458,201		

Name of Respondent Tampa Electric Company		This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission		Date of Report (Mo, Da, Yr) 04/30/2002	Year of Report Dec. 31, 2001
ELECTRIC OPERATION AND MAINTENANCE EXPENSES (Continued)					
If the amount for previous year is not derived from previously reported figures, explain in footnote.					
Line No.	Account (a)	Amount for Current Year (b)	Amount for Previous Year (c)		
104	3. DISTRIBUTION Expenses (Continued)				
105	(581) Load Dispatching				
106	(582) Station Expenses	805,601	733,575		
107	(583) Overhead Line Expenses	642,336	428,446		
108	(584) Underground Line Expenses	256,805	200,919		
109	(585) Street Lighting and Signal System Expenses	401,032	614,147		
110	(586) Meter Expenses	3,176,804	2,313,323		
111	(587) Customer Installations Expenses	1,528,667	1,290,229		
112	(588) Miscellaneous Expenses	7,080,570	6,162,150		
113	(589) Rents	23,533	21,095		
114	TOTAL Operation (Enter Total of lines 103 thru 113)	15,251,313	13,377,272		
115	Maintenance				
116	(590) Maintenance Supervision and Engineering	786,460	814,365		
117	(591) Maintenance of Structures	-3,971	426,029		
118	(592) Maintenance of Station Equipment	1,625,874	1,606,912		
119	(593) Maintenance of Overhead Lines	11,149,023	9,943,092		
120	(594) Maintenance of Underground Lines	1,295,159	1,427,917		
121	(595) Maintenance of Line Transformers	288,772	234,290		
122	(596) Maintenance of Street Lighting and Signal Systems	1,826,250	1,742,770		
123	(597) Maintenance of Meters	235,235	264,838		
124	(598) Maintenance of Miscellaneous Distribution Plant	672	212		
125	TOTAL Maintenance (Enter Total of lines 116 thru 124)	17,203,474	16,460,425		
126	TOTAL Distribution Exp (Enter Total of lines 114 and 125)	32,454,787	29,837,697		
127	4. CUSTOMER ACCOUNTS EXPENSES				
128	Operation				
129	(901) Supervision	253,308	186,791		
130	(902) Meter Reading Expenses	3,066,671	2,968,222		
131	(903) Customer Records and Collection Expenses	16,793,197	15,750,518		
132	(904) Uncollectible Accounts	2,419,018	2,891,799		
133	(905) Miscellaneous Customer Accounts Expenses				
134	TOTAL Customer Accounts Expenses (Total of lines 129 thru 133)	22,532,194	21,797,330		
135	5. CUSTOMER SERVICE AND INFORMATIONAL EXPENSES				
136	Operation				
137	(907) Supervision				
138	(908) Customer Assistance Expenses	20,021,036	19,074,433		
139	(909) Informational and Instructional Expenses	934,443	801,807		
140	(910) Miscellaneous Customer Service and Informational Expenses				
141	TOTAL Cust. Service and Information. Exp. (Total lines 137 thru 140)	20,955,479	19,876,240		
142	6. SALES EXPENSES				
143	Operation				
144	(911) Supervision	78	43		
145	(912) Demonstrating and Selling Expenses	2,495,948	2,482,491		
146	(913) Advertising Expenses	343,707	280,988		
147	(916) Miscellaneous Sales Expenses	70,512	48,195		
148	TOTAL Sales Expenses (Enter Total of lines 144 thru 147)	2,910,245	2,811,715		
149	7. ADMINISTRATIVE AND GENERAL EXPENSES				
150	Operation				
151	(920) Administrative and General Salaries	24,453,529	25,766,947		
152	(921) Office Supplies and Expenses	13,584,610	12,995,429		
153	(Less) (922) Administrative Expenses Transferred-Credit	4,663,476	4,757,294		

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ELECTRIC OPERATION AND MAINTENANCE EXPENSES (Continued)					
If the amount for previous year is not derived from previously reported figures, explain in footnote.					
Line No.	Account (a)	Amount for Current Year (b)	Amount for Previous Year (c)		
154	7. ADMINISTRATIVE AND GENERAL EXPENSES (Continued)				
155	(923) Outside Services Employed	3,164,168	3,232,677		
156	(924) Property Insurance	6,006,934	5,241,625		
157	(925) Injuries and Damages	6,771,089	5,880,348		
158	(926) Employee Pensions and Benefits	22,868,416	27,708,948		
159	(927) Franchise Requirements				
160	(928) Regulatory Commission Expenses	1,885,599	2,297,712		
161	(929) (Less) Duplicate Charges-Cr.	5,024,717	4,640,565		
162	(930.1) General Advertising Expenses	105,997	134,583		
163	(930.2) Miscellaneous General Expenses	6,356,416	4,166,516		
164	(931) Rents	2,768,962	3,109,432		
165	TOTAL Operation (Enter Total of lines 151 thru 164)	78,277,527	81,136,358		
166	Maintenance				
167	(935) Maintenance of General Plant	6,190,756	6,542,471		
168	TOTAL Admin & General Expenses (Total of lines 165 thru 167)	84,468,283	87,678,829		
169	TOTAL Elec Op and Maint Expn (Tot 80, 100, 126, 134, 141, 148, 168)	881,537,795	851,967,052		

NUMBER OF ELECTRIC DEPARTMENT EMPLOYEES	
<p>1. The data on number of employees should be reported for the payroll period ending nearest to October 31, or any payroll period ending 60 days before or after October 31.</p> <p>2. If the respondent's payroll for the reporting period includes any special construction personnel, include such employees on line 3, and show the number of such special construction employees in a footnote.</p> <p>3. The number of employees assignable to the electric department from joint functions of combination utilities may be determined by estimate, on the basis of employee equivalents. Show the estimated number of equivalent employees attributed to the electric department from joint functions.</p>	
1. Payroll Period Ended (Date)	12/31/2001
2. Total Regular Full-Time Employees	2,733
3. Total Part-Time and Temporary Employees	90
4. Total Employees	2,823

Name of Respondent Tampa Electric Company		This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission		Date of Report (Mo, Da, Yr) 04/30/2002	Year of Report Dec. 31, 2001
ELECTRIC PLANT IN SERVICE (Account 101, 102, 103 and 106) (Continued)					
Line No.	Account (a)	Balance Beginning of Year (b)	Additions (c)		
40	(346) Misc. Power Plant Equipment	10,932,077	158,278		
41	TOTAL Other Prod. Plant (Enter Total of lines 34 thru 40)	690,828,599	9,388,515		
42	TOTAL Prod. Plant (Enter Total of lines 15, 23, 32, and 41)	2,336,167,078	39,417,848		
43	3. TRANSMISSION PLANT				
44	(350) Land and Land Rights	14,300,614	8,182		
45	(352) Structures and Improvements	2,455,137	214,853		
46	(353) Station Equipment	125,872,859	4,900,439		
47	(354) Towers and Fixtures	4,342,274			
48	(356) Poles and Fixtures	71,012,248	2,417,212		
49	(358) Overhead Conductors and Devices	70,020,837	2,973,190		
50	(357) Underground Conduit	3,540,429			
51	(358) Underground Conductors and Devices	7,044,036			
52	(359) Roads and Trails	3,267,205	225,217		
53	TOTAL Transmission Plant (Enter Total of lines 44 thru 52)	301,855,439	10,739,073		
54	4. DISTRIBUTION PLANT				
55	(360) Land and Land Rights	5,027,536			
56	(361) Structures and Improvements	863,883	138,551		
57	(362) Station Equipment	112,946,109	5,679,395		
58	(363) Storage Battery Equipment				
59	(364) Poles, Towers, and Fixtures	138,703,306	7,936,126		
60	(365) Overhead Conductors and Devices	158,004,600	7,710,508		
61	(366) Underground Conduit	89,536,799	6,552,312		
62	(367) Underground Conductors and Devices	112,952,409	11,197,107		
63	(368) Line Transformers	266,205,325	16,258,281		
64	(369) Services	112,505,749	6,963,472		
65	(370) Meters	44,559,302	2,580,796		
66	(371) Installations on Customer Premises				
67	(372) Leased Property on Customer Premises				
68	(373) Street Lighting and Signal Systems	94,146,995	8,570,823		
69	TOTAL Distribution Plant (Enter Total of lines 55 thru 68)	1,135,452,013	73,587,351		
70	5. GENERAL PLANT				
71	(389) Land and Land Rights	4,131,821			
72	(390) Structures and Improvements	73,201,993	3,340,582		
73	(391) Office Furniture and Equipment	31,540,057	11,095,393		
74	(392) Transportation Equipment	36,086,080	2,719,939		
75	(393) Stores Equipment	452,699			
76	(394) Tools, Shop and Garage Equipment	4,634,510	591,923		
77	(395) Laboratory Equipment	1,668,896			
78	(396) Power Operated Equipment	1,253,560			
79	(397) Communication Equipment	95,016,121	4,681,319		
80	(398) Miscellaneous Equipment	181,365			
81	SUBTOTAL (Enter Total of lines 71 thru 80)	248,157,102	22,429,156		
82	(399) Other Tangible Property				
83	TOTAL General Plant (Enter Total of lines 81 and 82)	248,157,102	22,429,156		
84	TOTAL (Accounts 101 and 106)	4,048,919,237	152,995,017		
85	(102) Electric Plant Purchased (See Instr. 8)				
86	(Less) (102) Electric Plant Sold (See Instr. 8)				
87	(103) Experimental Plant Unclassified				
88	TOTAL Electric Plant In Service (Enter Total of lines 84 thru 87)	4,048,919,237	152,995,017		

Name of Respondent Tampa Electric Company		This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission		Date of Report (Mo, Da, Yr) 04/30/2002	Year of Report Dec. 31, 2001
ELECTRIC PLANT IN SERVICE (Account 101, 102, 103 and 106) (Continued)					
Retirements (d)	Adjustments (e)	Transfers (f)	Balance at End of Year (g)		Line No.
66,797		130,313	11,153,871		40
17,800,734		-75,411	682,340,969		41
28,430,384		6,947,855	2,354,102,397		42
					43
15,995			14,292,781		44
10,042			2,659,948		45
672,358		4,087	130,105,027		46
			4,342,274		47
461,260			72,968,200		48
752,395			72,241,432		49
			3,540,429		50
			7,044,036		51
42,621			3,449,801		52
1,954,671		4,087	310,643,928		53
					54
32,463		535,361	5,530,434		55
14,551			987,883		56
1,000,204		-4,087	117,621,213		57
					58
957,202		75,884	145,758,114		59
649,459		1,576	165,067,225		60
29,334			96,059,777		61
1,517,717		-1,576	122,630,223		62
4,598,538			277,865,048		63
212,907			119,256,314		64
1,491,969			45,648,129		65
					66
					67
1,528,929			101,190,889		68
12,031,273		607,158	1,197,615,249		69
					70
124,546			4,007,275		71
945,917			75,596,658		72
12,461,297		122,562	30,296,715		73
2,307,003		-1,175,361	35,323,655		74
84,011			368,688		75
1,102,317		1,213,582	5,337,698		76
301,392			1,357,504		77
			1,253,560		78
41,787,505		-75,411	57,834,524		79
23,064			158,301		80
59,137,052		85,372	211,534,578		81
					82
59,137,052		85,372	211,534,578		83
101,970,782		7,671,260	4,107,614,732		84
					85
					86
					87
101,970,782		7,671,260	4,107,614,732		88

Name of Respondent Tampa Electric Company		This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission		Date of Report (Mo, Da, Yr) 04/30/2002	Year of Report Dec. 31, 2001	
TAXES ACCRUED, PREPAID AND CHARGED DURING YEAR						
<p>1. Give particulars (details) of the combined prepaid and accrued tax accounts and show the total taxes charged to operations and other accounts during the year. Do not include gasoline and other sales taxes which have been charged to the accounts to which the taxed material was charged. If the actual, or estimated amounts of such taxes are known, show the amounts in a footnote and designate whether estimated or actual amounts.</p> <p>2. Include on this page, taxes paid during the year and charged direct to final accounts, (not charged to prepaid or accrued taxes.) Enter the amounts in both columns (d) and (e). The balancing of this page is not affected by the inclusion of these taxes.</p> <p>3. Include in column (d) taxes charged during the year, taxes charged to operations and other accounts through (a) accruals credited to taxes accrued, (b) amounts credited to proportions of prepaid taxes chargeable to current year, and (c) taxes paid and charged direct to operations or accounts other than accrued and prepaid tax accounts.</p> <p>4. List the aggregate of each kind of tax in such manner that the total tax for each State and subdivision can readily be ascertained.</p>						
Line No.	Kind of Tax (See instruction 5) (a)	BALANCE AT BEGINNING OF YEAR		Taxes Charged During Year (d)	Taxes Paid During Year (e)	Adjustments (f)
		Taxes Accrued (Account 236) (b)	Prepaid Taxes (Include in Account 165) (c)			
1	FEDERAL:					
2	Income 2001			73,973,880	56,821,562	
3	Income Prior to 01	62,225,828		729,108	35,972,032	
4	Unemployment					
5	2001			169,438	212,875	
6	2000	11,533			11,533	
7	FICA					
8	2001			12,929,935	12,299,835	
9	2000	1,285,668			1,285,668	
10	Vehicle Use					
11	Superfund	87,936				
12	Diesel Fuel	1				
13	SUBTOTAL	63,610,967		87,802,381	106,803,505	1,246,850
14	STATE:					
15	Income 2001			12,301,023	5,426,571	
16	Income Prior to 01	3,501,689		-1,455,001		
17	Gross Receipts					
18	2001			31,653,225	29,357,469	
19	2000	4,440,017			4,440,017	
20	Unemployment					
21	2001			358,512	440,640	
22	2000	-76,349			-76,349	
23	Public Serv Comm	461,905		1,025,648	940,782	
24	Intangible					
25						
26						
27	Occupational License	-215		5,873	5,917	
28	Sales Tax	231,468		222,923	444,043	
29	SUBTOTAL	8,558,513		44,112,203	40,979,090	49,802
30	LOCAL:					
31	Real and Personal Property			37,139,773	37,139,773	
32						
33						
34						
35						
36	Franchise					
37	2001			24,265,263	22,208,686	
38	2000	1,940,479			1,940,479	
39	SUBTOTAL	1,940,479		61,405,036	61,288,838	
40	TOTAL	74,109,959		193,319,600	208,871,533	1,296,652
41	TOTAL	74,109,959		193,319,600	208,871,533	1,296,652

Name of Respondent Tampa Electric Company		This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission		Date of Report (Mo, Da, Yr) 04/30/2002	Year of Report Dec. 31, 2001
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TAXES ACCRUED, PREPAID AND CHARGED DURING YEAR (Continued)

5. If any tax (exclude Federal and State income taxes)- covers more then one year, show the required information separately for each tax year, identifying the year in column (a).

6. Enter all adjustments of the accrued and prepaid tax accounts in column (f) and explain each adjustment in a foot- note. Designate debit adjustments by parentheses.

7. Do not include on this page entries with respect to deferred income taxes or taxes collected through payroll deductions or otherwise pending transmittal of such taxes to the taxing authority.

8. Report in columns (i) through (l) how the taxes were distributed. Report in column (i) only the amounts charged to Accounts 408.1 and 409.1 pertaining to electric operations. Report in column (j) the amounts charged to Accounts 408.1 and 109.1 pertaining to other utility departments and amounts charged to Accounts 408.2 and 409.2. Also shown in column (l) the taxes charged to utility plant or other balance sheet accounts.

9. For any tax apportioned to more than one utility department or account, state in a footnote the basis (necessity) of apportioning such tax.

BALANCE AT END OF YEAR		DISTRIBUTION OF TAXES CHARGED				Line No.
(Taxes accrued Account 236) (g)	Prepaid Taxes (Incl. in Account 165) (h)	Electric (Account 408.1, 409.1) (i)	Extraordinary Items (Account 409.3) (j)	Adjustments to Ret. Earnings (Account 439) (k)	Other (l)	
						1
17,152,318		74,030,151				2
27,686,906		-5,322,838		68,604,163		3
						4
95		352,480		452,370		5
						6
						7
1,129,418		20,214,190				8
		-10,054,461		13,038,929		9
		2,004				10
87,936						11
1						12
46,056,674		79,221,526		82,095,462	2,875,940	13
						14
6,874,452		12,310,381				15
2,014,244		-245,172		12,048,058		16
						17
2,295,756		31,653,225				18
						19
						20
118		10,182		13,068		21
						22
546,771		1,025,648				23
		26,541				24
						25
						26
-258		5,873				27
10,346		212,300				28
11,741,428		44,998,978		12,061,124	-14,267	29
						30
		37,062,683		37,137,683		31
						32
						33
						34
						35
						36
2,056,576		24,265,263				37
						38
2,056,576		61,327,946		37,137,683	75,000	39
59,854,678		185,548,450		131,294,269	2,936,673	40
59,854,678		185,548,450		131,294,269	2,936,673	41

Name of Respondent Tampa Electric Company		This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission		Date of Report (Mo, Da, Yr) 04/30/2001	Year of Report Dec. 31, 2000
SUMMARY OF UTILITY PLANT AND ACCUMULATED PROVISIONS FOR DEPRECIATION, AMORTIZATION AND DEPLETION					
Line No.	Classification (a)	Total (b)	Electric (c)		
1	Utility Plant				
2	In Service				
3	Plant In Service (Classified)	3,811,690,442	3,811,690,442		
4	Property Under Capital Leases				
5	Plant Purchased or Sold				
6	Completed Construction not Classified	237,228,795	237,228,795		
7	Experimental Plant Unclassified				
8	Total (3 thru 7)	4,048,919,237	4,048,919,237		
9	Leased to Others				
10	Held for Future Use	33,583,784	33,583,784		
11	Construction Work in Progress	89,819,195	89,819,195		
12	Acquisition Adjustments	5,135,750	5,135,750		
13	Total Utility Plant (8 thru 12)	4,177,457,966	4,177,457,966		
14	Accum Prov for Depr, Amort, & Depl	1,709,038,698	1,709,038,698		
15	Net Utility Plant (13 less 14)	2,468,419,268	2,468,419,268		
16	Detail of Accum Prov for Depr, Amort & Depl				
17	In Service:				
18	Depreciation	1,702,387,222	1,702,387,222		
19	Amort & Depl of Producing Nat Gas Land/Land Right				
20	Amort of Underground Storage Land/Land Rights				
21	Amort of Other Utility Plant	6,651,476	6,651,476		
22	Total In Service (18 thru 21)	1,709,038,698	1,709,038,698		
23	Leased to Others				
24	Depreciation				
25	Amortization and Depletion				
26	Total Leased to Others (24 & 25)				
27	Held for Future Use				
28	Depreciation				
29	Amortization				
30	Total Held for Future Use (28 & 29)				
31	Abandonment of Leases (Natural Gas)				
32	Amort of Plant Acquisition Adj				
33	Total Accum Prov (equals 14) (22,26,30,31,32)	1,709,038,698	1,709,038,698		

Name of Respondent Tampa Electric Company		This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 04/30/2001	Year of Report Dec. 31, 2000
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ELECTRIC OPERATION AND MAINTENANCE EXPENSES (Continued)

If the amount for previous year is not derived from previously reported figures, explain in footnote.

Line No.	Account (a)	Amount for Current Year (b)	Amount for Previous Year (c)
104	3. DISTRIBUTION Expenses (Continued)		
105	(581) Load Dispatching		
106	(582) Station Expenses	733,575	883,436
107	(583) Overhead Line Expenses	429,448	409,776
108	(584) Underground Line Expenses	200,919	221,561
109	(585) Street Lighting and Signal System Expenses	814,147	258,495
110	(586) Meter Expenses	2,313,323	1,347,433
111	(587) Customer Installations Expenses	1,290,229	999,852
112	(588) Miscellaneous Expenses	6,182,150	4,044,256
113	(589) Rents	21,095	22,645
114	TOTAL Operation (Enter Total of lines 103 thru 113)	13,377,272	9,945,382
115	Maintenance		
116	(590) Maintenance Supervision and Engineering	814,365	792,408
117	(591) Maintenance of Structures	426,029	413,625
118	(592) Maintenance of Station Equipment	1,606,912	1,562,381
119	(593) Maintenance of Overhead Lines	9,943,092	8,783,516
120	(594) Maintenance of Underground Lines	1,427,917	1,282,128
121	(595) Maintenance of Line Transformers	234,280	259,348
122	(596) Maintenance of Street Lighting and Signal Systems	1,742,770	1,611,032
123	(597) Maintenance of Meters	264,838	269,176
124	(598) Maintenance of Miscellaneous Distribution Plant	212	-42
125	TOTAL Maintenance (Enter Total of lines 116 thru 124)	16,480,425	14,953,570
126	TOTAL Distribution Exp (Enter Total of lines 114 and 125)	29,837,697	24,898,952
127	4. CUSTOMER ACCOUNTS EXPENSES		
128	Operation		
129	(901) Supervision	186,791	128,445
130	(902) Meter Reading Expenses	2,968,222	3,407,838
131	(903) Customer Records and Collection Expenses	15,750,518	14,830,696
132	(904) Uncollectible Accounts	2,891,799	3,140,018
133	(905) Miscellaneous Customer Accounts Expenses		
134	TOTAL Customer Accounts Expenses (Total of lines 129 thru 133)	21,797,330	21,506,997
135	5. CUSTOMER SERVICE AND INFORMATIONAL EXPENSES		
136	Operation		
137	(907) Supervision		
138	(908) Customer Assistance Expenses	19,074,433	20,014,672
139	(909) Informational and Instructional Expenses	801,807	1,068,038
140	(910) Miscellaneous Customer Service and Informational Expenses		
141	TOTAL Cust. Service and Information. Exp. (Total lines 137 thru 140)	19,876,240	21,082,710
142	6. SALES EXPENSES		
143	Operation		
144	(911) Supervision	43	
145	(912) Demonstrating and Selling Expenses	2,482,491	2,387,008
146	(913) Advertising Expenses	280,986	382,171
147	(916) Miscellaneous Sales Expenses	48,195	63,646
148	TOTAL Sales Expenses (Enter Total of lines 144 thru 147)	2,811,715	2,832,825
149	7. ADMINISTRATIVE AND GENERAL EXPENSES		
150	Operation		
151	(920) Administrative and General Salaries	25,766,947	22,521,779
152	(921) Office Supplies and Expenses	12,995,429	13,631,558
153	(Less) (922) Administrative Expenses Transferred-Credit	4,757,294	5,027,571

Name of Respondent Tampa Electric Company		This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission		Date of Report (Mo, Da, Yr) 04/30/2001	Year of Report Dec. 31, 2000
ELECTRIC PLANT IN SERVICE (Account 101, 102, 103 and 106) (Continued)					
Line No.	Account (a)	Balance Beginning of Year (b)	Additions (c)		
40	(346) Misc. Power Plant Equipment	10,401,270	3,041		
41	TOTAL Other Prod. Plant (Enter Total of lines 34 thru 40)	618,338,718	78,702,955		
42	TOTAL Prod. Plant (Enter Total of lines 15, 23, 32, and 41)	2,258,592,507	97,558,063		
43	3. TRANSMISSION PLANT				
44	(350) Land and Land Rights	14,438,562	-103,893		
45	(352) Structures and Improvements	2,068,002	391,789		
46	(353) Station Equipment	122,857,270	4,124,164		
47	(354) Towers and Fixtures	4,342,274			
48	(355) Poles and Fixtures	69,195,978	2,301,099		
49	(356) Overhead Conductors and Devices	68,930,116	2,007,889		
50	(357) Underground Conduit	3,540,429			
51	(358) Underground Conductors and Devices	7,044,036			
52	(359) Roads and Trails	3,021,032	263,354		
53	TOTAL Transmission Plant (Enter Total of lines 44 thru 52)	295,237,699	8,984,182		
54	4. DISTRIBUTION PLANT				
55	(360) Land and Land Rights	5,027,536			
56	(361) Structures and Improvements	868,983	-3,100		
57	(362) Station Equipment	107,477,439	6,731,894		
58	(363) Storage Battery Equipment				
59	(364) Poles, Towers, and Fixtures	132,837,408	6,835,309		
60	(365) Overhead Conductors and Devices	151,574,828	7,188,104		
61	(366) Underground Conduit	82,863,431	6,767,702		
62	(367) Underground Conductors and Devices	103,954,622	10,081,303		
63	(368) Line Transformers	251,064,073	19,828,778		
64	(369) Services	105,812,907	6,934,693		
65	(370) Meters	43,587,517	2,433,153		
66	(371) Installations on Customer Premises				
67	(372) Leased Property on Customer Premises				
68	(373) Street Lighting and Signal Systems	86,624,465	8,855,549		
69	TOTAL Distribution Plant (Enter Total of lines 55 thru 68)	1,071,691,209	75,653,385		
70	5. GENERAL PLANT				
71	(389) Land and Land Rights	3,892,003	264,484		
72	(390) Structures and Improvements	69,619,249	3,843,668		
73	(391) Office Furniture and Equipment	35,174,524	8,466,135		
74	(392) Transportation Equipment	34,837,541	2,899,346		
75	(393) Stores Equipment	522,099	14,612		
76	(394) Tools, Shop and Garage Equipment	4,705,528	594,322		
77	(395) Laboratory Equipment	1,669,525	87,763		
78	(396) Power Operated Equipment	1,111,138	142,422		
79	(397) Communication Equipment	98,530,844	5,128,145		
80	(398) Miscellaneous Equipment	182,303	39,678		
81	SUBTOTAL (Enter Total of lines 71 thru 80)	250,444,754	21,480,575		
82	(399) Other Tangible Property				
83	TOTAL General Plant (Enter Total of lines 81 and 82)	250,444,754	21,480,575		
84	TOTAL (Accounts 101 and 106)	3,886,755,876	218,976,322		
85	(102) Electric Plant Purchased (See Instr. 8)				
86	(Less) (102) Electric Plant Sold (See Instr. 8)				
87	(103) Experimental Plant Unclassified				
88	TOTAL Electric Plant in Service (Enter Total of lines 84 thru 87)	3,886,755,876	218,976,322		

Name of Respondent Tampa Electric Company		This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission		Date of Report (Mo, Da, Yr) 04/30/2001	Year of Report Dec. 31, 2000
ELECTRIC PLANT IN SERVICE (Account 101, 102, 103 and 106) (Continued)					
Retirements (d)	Adjustments (e)	Transfers (f)	Balance at End of Year (g)		Line No.
	527,766		10,932,077		40
4,213,074			690,826,599		41
17,971,348	-10,144		2,336,167,078		42
22,790	-11,265		14,300,614		43
8,907	4,253		2,455,137		44
965,393	56,818		125,872,859		45
			4,342,274		46
494,200	9,371		71,012,248		47
918,042	1,694		70,020,637		48
			3,540,429		49
17,181			7,044,036		50
2,427,513	61,071		3,267,205		51
			301,855,439		52
			5,027,536		53
1,215,502	-47,722		863,883		54
			112,946,109		55
968,544	-867		138,703,308		56
758,332			158,004,600		57
94,334			89,536,799		58
1,083,516			112,852,409		59
4,687,526			266,205,325		60
241,851			112,505,749		61
1,461,368			44,559,302		62
					63
1,333,019			94,146,965		64
11,843,992	-48,589		1,135,452,013		65
24,666			4,131,621		66
258,586	-2,338		73,201,893		67
12,100,602			31,540,057		68
1,650,807			36,066,080		69
84,012			452,699		70
665,340			4,834,610		71
298,392			1,658,696		72
8,642,868			1,253,560		73
40,616			95,016,121		74
23,765,889	-2,338		181,365		75
			248,157,102		76
23,765,889	-2,338		248,157,102		77
56,812,981			4,048,919,237		78
					79
					80
56,812,981			4,048,919,237		81
					82
					83
					84
					85
					86
					87
					88



364	00	A01	3,363 POLE WOOD 25 FT
364	00	A02	1 POLE WOOD 30 FT
364	00	A02	5 POLE WOOD 30 FT
364	00	A02	85,427 POLE WOOD 30 FT
364	00	A03	2 POLE WOOD 35 FT
364	00	A03	68,660 POLE WOOD 35 FT
364	00	A04	1 POLE WOOD 40 FT
364	00	A04	111,842 POLE WOOD 40 FT
364	00	A05	1 POLE WOOD 45 FT
364	00	A05	49,593 POLE WOOD 45 FT
364	00	A06	2,700 POLE WOOD 50 FT
364	00	A07	492 POLE WOOD 55 FT
364	00	A08	296 POLE WOOD 60 FT
364	00	A09	38 POLE WOOD 65 FT
364	00	A10	5 POLE WOOD 70 FT
364	00	A11	4 POLE WOOD 75 FT
364	00	A12	8 POLE WOOD 80 FT
364	00	A17	5 CONC/WOOD POLES
364	00	A24	10 POLE CONCRETE 25 FT
364	00	A25	156 POLE CONCRETE 30 FT
364	00	A26	32 POLE CONCRETE 35 FT
364	00	A27	987 POLE CONCRETE 40 FT
364	00	A28	3,991 POLE CONCRETE 45 FT
364	00	A29	22 POLE CONCRETE 50FT
364	00	A30	3 POLE CONC 55FT
364	00	A31	- POLE CONC 55 & 60FT
364	00	A34	1 POLE CONC 75FT
364	00	A40	36 POLE FIBERGLASS 30 FT.
364	00	A52	17 POLE STL 40FT
364	00	A53	3 POLE STEEL 60 FT
		TOTAL	<u>327,701</u>

373	01	A05	108 POLE WOOD 45 FT
373	01	A27	5 POLE CONCRETE 40 FT
373	01	A40	1 POLE FIBERGLASS 30 FT.
373	00	D02	397 POST SHERIDAN
373	00	D03	2,003 POST ALUM
373	01	D03	48 POST ALUM
373	00	D05	4,663 POST STEEL
373	01	D05	23 POST STEEL
373	00	D08	4,112 POLE-FIBERGLASS
373	01	D08	2,510 POLE-FIBERGLASS
373	00	D07	40,506 POST CONCRETE
373	01	D07	253 POST CONCRETE
373	01	D10	2,703 PREMIUM LIGHTING-POST TOP POLES
373	01	D11	96 PREMIUM LIGHTING-POST TOP POLES
373	01	D12	500 PREMIUM LIGHTING-POST TOP POLES
373	01	D13	167 PREMIUM LIGHTING-TENON TOP POLES
373	01	D14	8,274 PREMIUM LIGHTING-TENON TOP POLES
373	01	D15	104 PREMIUM LIGHTING-TENON TOP POLES
	TOTAL		<u>66,473</u>

TAMPA ELECTRIC COMPANY
ACCUMULATED DEPRECIATION AND AMORTIZATION
FOR YEAR ENDING DECEMBER 31, 2000

RULE 25-6.0438(1), F.A.C.
PAGE 2 OF 4

LINE NO	ACCT NO	ACCOUNT TITLE	ACCUMULATED DEPRECIATION BEG OF YEAR	DEPRECIATION ACCRUED	RETIREMENTS	COST OF REMOVAL	SALVAGE	ADJUSTMENTS OR TRANSFERS	ACCUMULATED DEPRECIATION END OF YEAR
1		BIG BEND STATION							
		COMBUSTION TURBINE #1	1,632,211.05	(666.70)	(34,619.00)	(20,854.14)	0.00	0.00	1,576,871.21
2		COMBUSTION TURBINE #2 & #3	17,836,488.81	725,949.89	(888,087.55)	(88,724.68)	0.00	0.00	17,705,626.57
3		TOTAL BIG BEND STATION	19,468,699.86	725,283.29	(902,706.55)	(109,578.82)	0.00	0.00	19,292,497.78
4		GANNON STATION							
		COMBUSTION TURBINE #1	1,734,186.82	21,805.51	0.00	0.00	0.00	0.00	1,755,992.33
5		TOTAL GANNON STATION	1,734,186.82	21,805.51	0.00	0.00	0.00	0.00	1,755,992.33
6		PHILLIPS STATION	40,393,762.12	2,327,629.67	(167,764.50)	(20,870.18)	0.00	0.00	42,532,757.11
7		POLK POWER UNIT #1	66,592,137.15	22,484,429.16	(3,142,602.90)	(461,920.19)	0.00	(1,313,590.00)	85,148,453.22
8		POLK POWER UNIT #2	0.00	822,813.85	0.00	0.00	0.00	0.00	822,813.85
9		POLK POWER TOOLS AMORTIZATION	307,030.89	856,794.69	0.00	0.00	0.00	1,313,590.00	2,271,415.57
10		TOTAL POLK POWER STATION	66,899,168.04	25,084,037.69	(3,142,602.90)	(461,920.19)	0.00	0.00	88,342,682.64
11		CITY OF TAMPA PRIME MOVERS	0.00	40,034.51	0.00	0.00	0.00	0.00	40,034.51
12		OTHER DISMANTLING ACCRUAL	5,310,462.63	1,410,377.00	0.00	0.00	0.00	0.00	6,720,839.63
13		TOTAL OTHER PRODUCTION	133,890,279.47	29,899,167.87	(4,213,073.85)	(591,569.18)	0.00	0.00	158,674,804.00
14		TOTAL PRODUCTION PLANT	1,007,297,951.84	87,188,270.95	(17,871,346.80)	(3,210,490.07)	109,785.48	0.00	1,073,408,141.42
15		TRANSMISSION PLANT							
		LAND RIGHTS	1,729,809.14	130,204.39	(989.53)	0.00	0.00	0.00	1,859,024.00
16		STRUCTURES & IMPROVEMENTS	445,078.02	45,168.26	(8,906.72)	0.00	0.00	0.00	481,339.56
17		STATION EQUIPMENT	42,815,259.95	2,992,518.62	(955,392.88)	(137,021.33)	29,485.48	(8,406,303.00)	35,328,566.82
18		TOWERS & FIXTURES	2,891,042.64	112,888.76	0.00	0.00	0.00	0.00	2,963,941.40
19		POLES & FIXTURES	22,181,629.01	2,879,706.44	(494,189.33)	(380,632.72)	21,605.43	5,452,500.00	28,860,607.83
20		OVERHEAD CONDUCTORS & DEVICES	23,803,948.19	2,282,351.82	(319,042.98)	(409,801.53)	59,780.95	3,953,903.00	28,775,038.58
21		CLEARING RIGHTS-OF-WAY	915,618.86	44,788.04	0.00	0.00	0.00	0.00	960,416.90
22		UNDERGROUND CONDUIT	1,184,801.04	67,287.52	0.00	0.00	0.00	0.00	1,251,788.56
23		UNDERGROUND CONDUCTORS & DEVICES	1,067,311.93	190,188.96	0.00	0.00	0.00	0.00	1,257,500.89
24		ROADS AND TRAILS	786,865.83	64,764.38	(17,180.47)	(1,750.00)	0.00	0.00	832,689.85
25		TOTAL TRANSMISSION PLANT	87,781,073.71	8,809,867.71	(2,405,711.89)	(925,205.58)	110,871.84	0.00	103,370,895.79
26		DISTRIBUTION PLANT							
		LAND RIGHTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
27		STRUCTURES & IMPROVEMENTS	283,153.10	20,831.36	0.00	0.00	0.00	0.00	303,984.46
28		STATION EQUIPMENT	40,456,852.83	3,989,907.80	(1,215,502.02)	(148,786.12)	70,266.88	(4,628,554.00)	38,132,875.27
29		POLES, TOWERS & FIXTURES	46,836,742.11	5,672,264.41	(968,543.98)	(682,483.87)	81,105.75	84,600,368.42	54,500,368.42
30		OVERHEAD CONDUCTORS & DEVICES	70,280,954.87	5,818,922.87	(758,332.08)	(624,247.07)	178,956.36	3,311,818.00	78,207,258.78
31		UNDERGROUND CONDUIT	18,384,091.08	1,709,382.17	(94,232.41)	(24,232.94)	6,106.49	(945,990.00)	20,135,033.48
32		UNDERGROUND CONDUCTORS & DEVICES	28,273,692.71	3,231,132.88	(1,063,516.19)	(512,699.93)	226,802.07	0.00	30,156,411.22
33		TRANSFORMERS	98,878,851.34	11,138,783.80	(4,887,626.00)	(1,002,045.39)	1,483,113.06	(5,642,294.00)	99,878,949.71
34		OVERHEAD SERVICES	18,703,883.76	1,310,886.77	(206,102.88)	(24,825.24)	11,173.27	(1,604,287.00)	19,190,984.68
35		UNDERGROUND SERVICE	16,848,749.23	1,870,068.87	(38,748.50)	(18,982.38)	2,945.46	0.00	18,706,819.81
36		METERS	13,339,841.58	1,158,824.83	(1,461,367.88)	(560,484.90)	404.84	2,433,238.00	16,910,154.77
37		STREET LIGHTING & SIGNAL SYSTEMS	27,079,809.56	4,694,092.75	(1,333,018.31)	(220,326.97)	81,186.84	3,415,483.00	32,717,006.87
38		TOTAL DISTRIBUTION PLANT	383,065,822.37	40,256,025.79	(11,843,982.02)	(3,519,832.78)	2,181,840.82	0.00	409,819,564.28

Name of Respondent Tampa Electric Company		This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission		Date of Report (Mo, Da, Yr) 04/30/2001	Year of Report Dec. 31, 2000	
TAXES ACCRUED, PREPAID AND CHARGED DURING YEAR						
<p>1. Give particulars (details) of the combined prepaid and accrued tax accounts and show the total taxes charged to operations and other accounts during the year. Do not include gasoline and other sales taxes which have been charged to the accounts to which the taxed material was charged. If the actual, or estimated amounts of such taxes are known, show the amounts in a footnote and designate whether estimated or actual amounts.</p> <p>2. Include on this page, taxes paid during the year and charged direct to final accounts, (not charged to prepaid or accrued taxes.) Enter the amounts in both columns (d) and (e). The balancing of this page is not affected by the inclusion of these taxes.</p> <p>3. Include in column (d) taxes charged during the year, taxes charged to operations and other accounts through (a) accruals credited to taxes accrued, (b) amounts credited to proportions of prepaid taxes chargeable to current year, and (c) taxes paid and charged direct to operations or accounts other than accrued and prepaid tax accounts.</p> <p>4. List the aggregate of each kind of tax in such manner that the total tax for each State and subdivision can readily be ascertained.</p>						
Line No.	Kind of Tax (See Instruction 5) (a)	BALANCE AT BEGINNING OF YEAR		Taxes Charged During Year (d)	Taxes Paid During Year (e)	Adjustments (f)
		Taxes Accrued (Account 236) (b)	Prepaid Taxes (Include in Account 165) (c)			
1	FEDERAL:					
2	Income 2000			64,018,259	72,032,511	
3	Income Prior to 00	16,666,071		57,016,310	8,558,958	4,921,026
4	Unemployment					196,530
5	2000			180,549	169,909	893
6	1999	2,494			2,494	
7	FICA					
8	2000			12,330,279	11,044,611	
9	1999	618,906			618,906	
10	Vehicle Use			1,728	1,728	
11	Superfund	85,937				1,999
12	Diesel Fuel	265,287				265,286
13	SUBTOTAL	17,638,695		133,547,125	92,430,115	4,855,262
14	STATE:					
15	Income 2000			10,645,515	7,501,489	
16	Income Prior to 00	2,009,700		-740,826	938,940	27,729
17	Gross Receipts					
18	2000			28,937,174	24,497,157	
19	1999	4,158,218			4,158,218	
20	Unemployment					
21	2000			139,275	263,931	48,307
22	1999	-38,256			-38,256	
23	Public Serv Comm	422,421		887,000	847,518	
24	Intangible			52,685	52,685	
25						
26						
27	Occupational License	-215		6,023	6,023	
28	Sales Tax	252,978		376,499	398,012	
29	SUBTOTAL	6,804,848		40,303,345	38,625,715	76,036
30	LOCAL:					
31	Real and Personal Property	3		36,723,287	36,723,290	
32						
33						
34						
35						
36	Franchise					
37	2000			22,331,660	20,391,180	
38	1999	1,735,630			1,735,630	
39	SUBTOTAL	1,735,633		59,054,947	58,850,100	
40	TOTAL	26,179,174		232,905,417	189,905,930	4,931,298
41	TOTAL	26,179,174		232,905,417	189,905,930	4,931,298

Name of Respondent Tampa Electric Company	This Report is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 04/30/2001	Year of Report Dec. 31, 2000
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TAXES ACCRUED, PREPAID AND CHARGED DURING YEAR (Continued)

5. If any tax (exclude Federal and State income taxes)- covers more than one year, show the required information separately for each tax year, identifying the year in column (a).

6. Enter all adjustments of the accrued and prepaid tax accounts in column (f) and explain each adjustment in a foot- note. Designate debit adjustments by parentheses.

7. Do not include on this page entries with respect to deferred income taxes or taxes collected through payroll deductions or otherwise pending transmittal of such taxes to the taxing authority.

8. Report in columns (i) through (l) how the taxes were distributed. Report in column (i) only the amounts charged to Accounts 408.1 and 409.1 pertaining to electric operations. Report in column (j) the amounts charged to Accounts 408.1 and 109.1 pertaining to other utility departments and amounts charged to Accounts 408.2 and 409.2. Also shown in column (l) the taxes charged to utility plant or other balance sheet accounts.

9. For any tax apportioned to more than one utility department or account, state in a footnote the basis (necessity) of apportioning such tax.

BALANCE AT END OF YEAR		DISTRIBUTION OF TAXES CHARGED				Line No.
(Taxes accrued Account 236) (g)	Prepaid Taxes (Incl. in Account 165) (h)	Electric (Account 408.1, 409.1) (i)	Extraordinary Items (Account 409.3) (j)	Adjustments to Ret. Earnings (Account 439) (k)	Other (l)	
						1
-8,014,252		64,385,229			-568,978	2
70,240,081		56,797,680			13,442,401	3
						4
11,533		136,872			11,504	5
						6
						7
1,285,668		9,946,755			2,658,423	8
		-474,901				9
		1,728				10
87,938						11
1						12
63,610,967		130,793,343			2,597,865	13
						14
3,144,028		10,706,537			8,562,509	15
357,663		-868,622			10,727	16
						17
4,440,017		28,937,174				18
						19
						20
-76,349		108,535			12,977	21
						22
461,905		887,000				23
		52,685				24
						25
						26
-215		6,023				27
231,488		377,098			599	28
8,558,513		40,206,230			-17,812	29
						30
		36,423,285			300,000	31
						32
						33
						34
						35
						36
1,940,479		22,331,860				37
						38
1,940,479		58,754,945			300,000	39
74,109,859		229,754,518			2,879,973	40
74,109,859		229,754,518			2,879,973	41

2000 FCC POLE RENTAL RATE

18-Sep-2000

LINE
NO.

INPUTS:

(BASED ON FERC FORM1 DATA FOR YEAR ENDING 12/31/99)

1	COST OF CAPITAL	0.0829
2	DEPRECIATION RATE FOR POLES	0.0400
3	TOTAL A&G EXPENSE	80,382,953
4	NET UTILITY PLANT	2,365,587,443
5	MAINTENANCE OF OH LINES #593	8,783,516
6	PLANT ACCOUNTS	
7	#364	132,837,408
8	#365	151,574,828
9	#369	105,812,907
10	TOTAL	390,225,143
11	NUMBER OF POLES	325,375
12	DEPR RES-POLES (364)	46,838,742
13	DEPR RES-OVERHEAD (365)	70,280,555
14	DEPR RES-SERVICES (369)	19,703,884
15	TOTAL TAXES PAID	169,620,408

CALCULATION OF MAXIMUM FCC RATE:

16 Net Investment in Bare Poles = 85% (Gross Pole Investment - Pole Depreciation Reserve)

17 = \$73,100,566

18 Net Investment Per Bare Pole = $\frac{\text{Net Investment in Bare Poles}}{\text{Number of Poles}}$

19 = \$224.67

20 Maintenance Expense (as a percentage of net pole investment)

= $\frac{\text{Pole and Conductor Maintenance Expense}}{(\text{Gross Pole Investment} - \text{Depreciation Reserve}) + (\text{Gross Conductor Investment} - \text{Depreciation Reserve}) + (\text{Gross Services Investment} - \text{Depreciation Reserve})}$

21 = 0.0347

22 Depreciation (as a percentage of net pole investment)

= Depreciation Rate for Gross Pole Investment x

$\frac{\text{Gross Pole Investment}}{\text{Net Pole Investment}}$

23 = 0.0618

24 Administrative expense (as a percentage of net plant investment)

= $\frac{\text{Administrative Expense}}{\text{Net Utility Plant}}$

25 = 0.0340

26 Taxes (as a percentage of net plant investment)

= $\frac{\text{Taxes Paid}}{\text{Net Utility Plant}}$

Net Utility Plant

27 = 0.0717

28 Cost of Capital (Mid-point of the allowable range for rate base rate of return)
= 0.0829

29 Total Carrying Charge

30	Maintenance Expense	0.0347
31	Depreciation	0.0618
32	Administrative Expense	0.0340
33	Taxes	0.0717
34	Cost of Capital	<u>0.0829</u>
35	Total Carrying Charge	0.2850

36 Use Ratio = $\frac{\text{Space Used By Cable Company}}{\text{Total Useable Space}}$

= $\frac{1 \text{ Foot}}{13.5 \text{ Feet}}$

37 = 0.0741

38 Maximum FCC Rate = Net Investment Per Bare Pole x Total Carrying Charge x Use Ratio

39 = \$224.67 x 0.2850 x 0.0741

40 = \$4.74

TAMPA ELECTRIC COMPANY
CAPITAL STRUCTURE
FPC ADJUSTED BASIS
BUDGETED SURVEILLANCE REPORT

SCHEDULE 3

FPSC ADJUSTED BASIS BUDGETED SURVEILLANCE REPORT						6.8643	WDR					
						6.8243	w/o DR					
AVERAGE	System Per Book	Retail Per Book	Adjustments		Adjusted Retail	Ratio (%)	Low Point		MidPoint		High Point	
			Specific	Pro Rate			Cost Rate (%)	Weighted Cost (%)	Cost Rate (%)	Weighted Cost (%)	Cost Rate (%)	Weighted Cost (%)
Long Term Debt	\$ 718,221,385	\$ 718,221,385	\$ (4,321,212)	\$ (108,827,791)	\$ 614,172,472	28.96 %	8.77	1.93	8.77	1.93	8.77	1.93
Short Term Debt	143,236,230	143,236,230	-	(20,147,484)	122,888,746	5.72	5.75	5.55	5.75	5.33	5.75	5.33
Deferred Revenue	7,892,462	7,892,462	-	-	7,892,462	8.37	5.75	0.02	5.75	0.02	5.75	0.02
Preferred Stock	-	-	-	-	-	-	8.00	8.00	8.00	8.00	8.00	8.00
Customer Deposits	88,576,538	88,576,538	-	(7,957,735)	48,817,793	2.26	6.12	6.14	6.12	6.14	6.12	6.14
Common Equity	1,218,782,304	1,218,782,304	2,222,059	(171,481,700)	1,047,542,846	48.89	10.75	5.23	11.75	5.72	12.75	6.21
Deferred Income Taxes	321,657,922	321,657,922	1,481,194	(46,448,574)	277,618,342	12.96	-	-	-	-	-	-
Deferred Tax - FAS 108	1,154	1,154	2,308	(167)	2,875	6.00	-	-	-	-	-	-
Tax Credits - Zero Cost	-	-	-	-	-	-	-	-	-	-	-	-
Tax Credits - Weighted Cost	37,808,006	37,808,006	(10,000)	(5,238,828)	32,867,375	1.51	9.38	6.14	9.31	6.15	10.54	6.16
Total	\$ 2,983,278,989	\$ 2,983,278,989	\$ (905,892)	\$ (268,886,338)	\$ 2,151,804,961	100.00 %	-	7.08	-	6.39	-	6.79
					2,151,804,961							
					2,181,804,861							
YEAR END	System Per Book	Retail Per Book	Adjustments		Adjusted Retail	Ratio (%)	Low Point		MidPoint		High Point	
			Specific	Pro Rate			Cost Rate (%)	Weighted Cost (%)	Cost Rate (%)	Weighted Cost (%)	Cost Rate (%)	Weighted Cost (%)
Long Term Debt	\$ 713,182,000	\$ 713,182,000	\$ (1,451,842)	\$ (163,533,862)	\$ 603,206,858	27.94 %	8.98	1.96	8.98	1.95	8.98	1.95
Short Term Debt	173,857,000	173,857,000	-	(25,397,212)	148,459,788	8.86	5.75	5.39	5.75	5.38	5.75	5.39
Deferred Revenue	4,567,000	4,567,000	-	-	4,567,000	9.21	5.75	6.01	5.75	6.01	5.75	6.01
Preferred Stock	-	-	-	-	-	0.00	8.00	8.00	8.00	8.00	8.00	8.00
Customer Deposits	57,828,000	57,828,000	-	(9,481,891)	48,446,109	2.26	6.12	6.16	6.12	6.16	6.12	6.16
Common Equity	1,236,651,000	1,236,651,000	2,182,888	(180,965,738)	1,057,437,852	48.84	10.75	5.26	11.75	6.74	12.75	6.23
Deferred Income Taxes	314,481,000	314,481,000	1,338,800	(46,136,191)	269,683,609	12.46	-	-	-	-	-	-
Deferred Tax - FAS 108	3,000	3,000	6,000	(1,315)	7,685	6.00	-	-	-	-	-	-
Tax Credits - Zero Cost	-	-	-	-	-	8.00	-	-	-	-	-	-
Tax Credits - Weighted Cost	35,708,000	35,708,000	(10,000)	(5,214,928)	30,483,071	1.41	9.38	6.13	10.81	6.14	10.85	6.16
Total	\$ 2,536,383,000	\$ 2,536,383,000	\$ (988,184)	\$ (283,718,338)	\$ 2,188,714,490	100.00 %	-	7.87	-	6.37	-	6.87

The calculations on this schedule were made by direct response to and according to methodology prescribed in Order No. PSC-83-6168-POR-III by the Florida Public Service Commission staff and for that reason only. Tampa Electric Company takes the position that certain portions of these prescribed calculations may not present fully the company's current financial status and that they should not be used for that purpose.

Name of Respondent Tampa Electric Company		This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 04/30/2000	Year of Report Dec. 31, 1999
ELECTRIC OPERATION AND MAINTENANCE EXPENSES (Continued)				
If the amount for previous year is not derived from previously reported figures, explain in footnote.				
Line No.	Account (a)	Amount for Current Year (b)	Amount for Previous Year (c)	
154	7. ADMINISTRATIVE AND GENERAL EXPENSES (Continued)			
155	(923) Outside Services Employed	3,744,900	2,770,403	
156	(924) Property Insurance	5,376,616	5,392,132	
157	(925) Injuries and Damages	3,648,617	2,606,573	
158	(926) Employee Pensions and Benefits	24,605,042	23,670,849	
159	(927) Franchise Requirements			
160	(928) Regulatory Commission Expenses	1,790,928	1,709,895	
161	(929) (Less) Duplicate Charges-Cr.	4,485,000	2,084,850	
162	(930.1) General Advertising Expenses	134,525	155,177	
163	(930.2) Miscellaneous General Expenses	4,627,338	3,504,115	
164	(931) Rents	3,519,071	3,458,429	
165	TOTAL Operation (Enter Total of lines 151 thru 164)	74,087,800	75,534,737	
166	Maintenance			
167	(935) Maintenance of General Plant	6,295,153	7,146,445	
168	TOTAL Admin & General Expenses (Total of lines 165 thru 167)	80,382,953	82,681,182	
169	TOTAL Elec Op and Maint Expn (Tot 80, 100, 126, 134, 141, 148, 168)	726,832,985	724,255,061	

NUMBER OF ELECTRIC DEPARTMENT EMPLOYEES	
<p>1. The data on number of employees should be reported for the payroll period ending nearest to October 31, or any payroll period ending 60 days before or after October 31.</p> <p>2. If the respondent's payroll for the reporting period includes any special construction personnel, include such employees on line 3, and show the number of such special</p>	
construction employees in a footnote.	
<p>3. The number of employees assignable to the electric department from joint functions of combination utilities may be determined by estimate, on the basis of employee equivalents. Show the estimated number of equivalent employees attributed to the electric department from joint functions.</p>	
1. Payroll Period Ended (Date)	12/26/1999
2. Total Regular Full-Time Employees	2,755
3. Total Part-Time and Temporary Employees	95
4. Total Employees	2,850

Name of Respondent Tampa Electric Company		This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission		Date of Report (Mo, Da, Yr) 04/30/2000	Year of Report Dec. 31, 1999
SUMMARY OF UTILITY PLANT AND ACCUMULATED PROVISIONS FOR DEPRECIATION, AMORTIZATION AND DEPLETION					
Line No.	Classification (a)	Total (b)	Electric (c)		
1	Utility Plant				
2	In Service				
3	Plant In Service (Classified)	3,731,316,003	3,731,316,003		
4	Property Under Capital Leases				
5	Plant Purchased or Sold				
6	Completed Construction not Classified	155,439,873	155,439,873		
7	Experimental Plant Unclassified				
8	Total (3 thru 7)	3,886,755,876	3,886,755,876		
9	Leased to Others				
10	Held for Future Use	33,447,348	33,447,348		
11	Construction Work in Progress	48,162,225	48,162,225		
12	Acquisition Adjustments	5,335,190	5,335,190		
13	Total Utility Plant (8 thru 12)	3,973,700,639	3,973,700,639		
14	Accum Prov for Depr, Amort, & Depl	1,608,113,196	1,608,113,196		
15	Net Utility Plant (13 less 14)	2,365,587,443	2,365,587,443		
16	Detail of Accum Prov for Depr, Amort & Depl				
17	In Service:				
18	Depreciation	1,604,011,929	1,604,011,929		
19	Amort & Depl of Producing Nat Gas Land/Land Right				
20	Amort of Underground Storage Land/Land Rights				
21	Amort of Other Utility Plant	4,101,267	4,101,267		
22	Total In Service (18 thru 21)	1,608,113,196	1,608,113,196		
23	Leased to Others				
24	Depreciation				
25	Amortization and Depletion				
26	Total Leased to Others (24 & 25)				
27	Held for Future Use				
28	Depreciation				
29	Amortization				
30	Total Held for Future Use (28 & 29)				
31	Abandonment of Leases (Natural Gas)				
32	Amort of Plant Acquisition Adj				
33	Total Accum Prov (equals 14) (22,28,30,31,32)	1,608,113,196	1,608,113,196		

Name of Respondent Tampa Electric Company		This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 04/30/2000	Year of Report Dec. 31, 1999
ELECTRIC OPERATION AND MAINTENANCE EXPENSES (Continued)				
If the amount for previous year is not derived from previously reported figures, explain in footnote.				
Line No.	Account (a)	Amount for Current Year (b)	Amount for Previous Year (c)	
104	3. DISTRIBUTION Expenses (Continued)			
105	(581) Load Dispatching			
106	(582) Station Expenses	883,436	951,444	
107	(583) Overhead Line Expenses	409,776	567,652	
108	(584) Underground Line Expenses	221,561	299,406	
109	(585) Street Lighting and Signal System Expenses	256,495	734,817	
110	(586) Meter Expenses	1,347,433	1,825,621	
111	(587) Customer Installations Expenses	999,652	1,245,056	
112	(588) Miscellaneous Expenses	4,044,256	4,083,860	
113	(589) Rents	22,645	16,094	
114	TOTAL Operation (Enter Total of lines 103 thru 113)	9,945,382	11,445,459	
115	Maintenance			
116	(590) Maintenance Supervision and Engineering	792,408	607,939	
117	(591) Maintenance of Structures	413,625	615,080	
118	(592) Maintenance of Station Equipment	1,562,381	1,884,073	
119	(593) Maintenance of Overhead Lines	8,783,516	8,873,452	
120	(594) Maintenance of Underground Lines	1,262,128	1,597,131	
121	(595) Maintenance of Line Transformers	259,348	484,249	
122	(596) Maintenance of Street Lighting and Signal Systems	1,611,032	1,987,768	
123	(597) Maintenance of Meters	269,178	214,180	
124	(598) Maintenance of Miscellaneous Distribution Plant	-42	751	
125	TOTAL Maintenance (Enter Total of lines 116 thru 124)	14,953,570	16,064,613	
126	TOTAL Distribution Exp (Enter Total of lines 114 and 125)	24,898,952	27,510,072	
127	4. CUSTOMER ACCOUNTS EXPENSES			
128	Operation			
129	(901) Supervision	128,445	159,952	
130	(902) Meter Reading Expenses	3,407,838	3,084,840	
131	(903) Customer Records and Collection Expenses	14,830,686	15,212,034	
132	(904) Uncollectible Accounts	3,140,018	2,398,158	
133	(905) Miscellaneous Customer Accounts Expenses			
134	TOTAL Customer Accounts Expenses (Total of lines 129 thru 133)	21,506,987	20,854,984	
135	5. CUSTOMER SERVICE AND INFORMATIONAL EXPENSES			
136	Operation			
137	(907) Supervision			
138	(908) Customer Assistance Expenses	20,014,672	22,494,616	
139	(909) Informational and Instructional Expenses	1,068,038	639,442	
140	(910) Miscellaneous Customer Service and Informational Expenses			
141	TOTAL Cust. Service and Information. Exp. (Total lines 137 thru 140)	21,082,710	23,134,058	
142	6. SALES EXPENSES			
143	Operation			
144	(911) Supervision			
145	(912) Demonstrating and Selling Expenses	2,387,008	2,397,299	
146	(913) Advertising Expenses	382,171	217,560	
147	(916) Miscellaneous Sales Expenses	63,646	71,018	
148	TOTAL Sales Expenses (Enter Total of lines 144 thru 147)	2,832,825	2,685,877	
149	7. ADMINISTRATIVE AND GENERAL EXPENSES			
150	Operation			
151	(920) Administrative and General Salaries	22,521,779	24,394,407	
152	(921) Office Supplies and Expenses	13,631,556	15,231,286	
153	(Less) (922) Administrative Expenses Transferred-Credit	5,027,571	5,273,779	

Name of Respondent Tampa Electric Company		This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission		Date of Report (Mo, Da, Yr) 04/30/2000	Year of Report Dec. 31, 1999
ELECTRIC PLANT IN SERVICE (Account 101, 102, 103 and 106) (Continued)					
Line No.	Account (a)	Balance Beginning of Year (b)	Additions (c)		
40	(346) Misc. Power Plant Equipment	9,715,595	7,428		
41	TOTAL Other Prod. Plant (Enter Total of lines 34 thru 40)	609,037,433	10,248,822		
42	TOTAL Prod. Plant (Enter Total of lines 15, 23, 32, and 41)	2,166,100,906	121,912,867		
43	3. TRANSMISSION PLANT				
44	(350) Land and Land Rights	14,418,145	22,335		
45	(352) Structures and Improvements	2,027,738	44,804		
46	(353) Station Equipment	119,288,447	4,441,991		
47	(354) Towers and Fixtures	4,342,274			
48	(355) Poles and Fixtures	67,102,662	2,628,025		
49	(356) Overhead Conductors and Devices	67,678,260	2,257,773		
50	(357) Underground Conduit	8,409,808			
51	(358) Underground Conductors and Devices	4,174,657			
52	(359) Roads and Trails	2,843,988	192,528		
53	TOTAL Transmission Plant (Enter Total of lines 44 thru 52)	288,283,979	9,587,456		
54	4. DISTRIBUTION PLANT				
55	(360) Land and Land Rights	5,027,538			
56	(361) Structures and Improvements	841,734	31,249		
57	(362) Station Equipment	103,108,632	5,092,412		
58	(363) Storage Battery Equipment				
59	(364) Poles, Towers, and Fixtures	127,345,194	6,441,547		
60	(365) Overhead Conductors and Devices	146,635,665	5,667,056		
61	(366) Underground Conduit	77,475,612	5,465,427		
62	(367) Underground Conductors and Devices	96,933,319	8,566,806		
63	(368) Line Transformers	238,637,348	15,838,870		
64	(369) Services	99,429,793	6,654,529		
65	(370) Meters	41,824,152	2,447,912		
66	(371) Installations on Customer Premises				
67	(372) Leased Property on Customer Premises				
68	(373) Street Lighting and Signal Systems	78,982,969	8,678,684		
69	TOTAL Distribution Plant (Enter Total of lines 55 thru 68)	1,016,241,954	64,884,292		
70	5. GENERAL PLANT				
71	(389) Land and Land Rights	3,892,003			
72	(390) Structures and Improvements	68,595,562	1,548,482		
73	(391) Office Furniture and Equipment	40,569,975	4,986,710		
74	(392) Transportation Equipment	34,136,245	1,930,756		
75	(393) Stores Equipment	572,842	17,998		
76	(394) Tools, Shop and Garage Equipment	4,534,563	713,511		
77	(395) Laboratory Equipment	2,054,189	55,205		
78	(396) Power Operated Equipment	1,066,313	44,825		
79	(397) Communication Equipment	100,859,871	4,921,738		
80	(398) Miscellaneous Equipment	246,468	31,984		
81	SUBTOTAL (Enter Total of lines 71 thru 80)	256,327,829	14,251,205		
82	(399) Other Tangible Property				
83	TOTAL General Plant (Enter Total of lines 81 and 82)	256,327,829	14,251,205		
84	TOTAL (Accounts 101 and 106)	3,737,009,789	213,755,833		
85	(102) Electric Plant Purchased (See Instr. 8)				
86	(Less) (102) Electric Plant Sold (See Instr. 8)				
87	(103) Experimental Plant Unclassified				
88	TOTAL Electric Plant in Service (Enter Total of lines 84 thru 87)	3,737,009,789	213,755,833		

Name of Respondent Tampa Electric Company		This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission		Date of Report (Mo, Da, Yr) 04/30/2000	Year of Report Dec. 31, 1999
ELECTRIC PLANT IN SERVICE (Account 101, 102, 103 and 106) (Continued)					
Retirements (d)	Adjustments (e)	Transfers (f)	Balance at End of Year (g)		Line No.
	678,247		10,401,270	--	40
2,947,538	-1		616,338,718		41
31,421,002	-264		2,256,592,507		42
					43
	-1,918		14,438,562		44
4,540			2,068,002		45
1,074,386	3,218		122,657,270		46
			4,342,274		47
536,626	1,917		69,195,978		48
1,008,357	2,440		68,930,116		49
	-2,869,379		3,540,429		50
	2,869,379		7,044,036		51
15,484			3,021,032		52
53	TOTAL Transmission Plant (Enter Total of lines 44 thru 52)		295,237,699		53
54	4. DISTRIBUTION PLANT				54
55	(360) Land and Land Rights		5,027,536		55
56	(361) Structures and Improvements		866,983		56
57	(362) Station Equipment		107,477,439		57
58	(363) Storage Battery Equipment				58
59	(364) Poles, Towers, and Fixtures		132,837,408		59
60	(365) Overhead Conductors and Devices		151,574,828		60
61	(366) Underground Conduit		82,863,431		61
62	(367) Underground Conductors and Devices		103,954,622		62
63	(368) Line Transformers		251,064,073		63
64	(369) Services		105,812,907		64
65	(370) Meters		43,587,517		65
66	(371) Installations on Customer Premises				66
67	(372) Leased Property on Customer Premises				67
68	(373) Street Lighting and Signal Systems		86,624,465		68
69	TOTAL Distribution Plant (Enter Total of lines 55 thru 68)		1,071,691,209		69
70	5. GENERAL PLANT				70
			3,892,003		71
524,795			69,819,249		72
10,382,161			35,174,524		73
1,229,460			34,837,541		74
68,539			522,099		75
542,775	229		4,705,528		76
239,869			1,869,525		77
			1,111,138		78
7,050,783			98,530,844		79
98,147			182,303		80
20,134,509	229		250,444,754		81
					82
20,134,509	229		250,444,754		83
64,009,746			3,886,755,876		84
					85
					86
					87
64,009,746			3,886,755,876		88

TECO-ACCT 364 QTY. OF POLES
FOR THE PERIOD ENDING 12/31/99
ACCOUNT 101 ONLY

YEAR	PER ID	PER DTL	AS-DATE	QTY	DESC
1999	364	00	A01	3,363	POLE WOOD 25 FT
1999	364	00	A02	1	POLE WOOD 30 FT
1999	364	00	A02	84,641	POLE WOOD 30 FT
1999	364	00	A03	68,180	POLE WOOD 35 FT
1999	364	00	A04	111,254	POLE WOOD 40 FT
1999	364	00	A05	49,182	POLE WOOD 45 FT
1999	364	00	A06	2,657	POLE WOOD 50 FT
1999	364	00	A07	483	POLE WOOD 55 FT
1999	364	00	A08	296	POLE WOOD 60 FT
1999	364	00	A09	38	POLE WOOD 65 FT
1999	364	00	A10	6	POLE WOOD 70 FT
1999	364	00	A11	4	POLE WOOD 75 FT
1999	364	00	A12	8	POLE WOOD 80 FT
1999	364	00	A17	5	CONC/WOOD POLES
1999	364	00	A24	10	POLE CONCRETE 25 FT
1999	364	00	A25	156	POLE CONCRETE 30 FT
1999	364	00	A26	31	POLE CONCRETE 35 FT
1999	364	00	A27	1,005	POLE CONCRETE 40 FT
1999	364	00	A28	3,973	POLE CONCRETE 45 FT
1999	364	00	A29	22	POLE CONCRETE 50FT
1999	364	00	A30	3	POLE CONC 55FT
1999	364	00	A31	0	POLE CONC 55 & 60FT
1999	364	00	A34	1	POLE CONC 75FT
1999	364	00	A40	36	POLE FIBERGLASS 30 FT.
1999	364	00	A52	17	POLE STL 40FT
1999	364	00	A53	3	POLE STEEL 60 FT

TOTAL

325,375

TECO-ACCOUNT 373 LIGHTING POLES
FOR THE YEAR ENDING 12/31/99
ACCOUNT 101 ONLY

Year	Plan 101	Par 101	Par 101-2	Ass. Qty	Ass. Desc 101-1
1999	373	01	A05	73	POLE WOOD 45 FT
1999	373	01	A27	5	POLE CONCRETE 40 FT
1999	373	01	A40	1	POLE FIBERGLASS 30 FT.
1999	373	00	D02	397	POST SHERIDAN
1999	373	00	D03	2,009	POST ALUM
1999	373	00	D05	4,667	POST STEEL
1999	373	00	D06	3,971	POLE-FIBERGLASS
1999	373	00	D07	39,573	POST CONCRETE
1999	373	01	D03	46	POST ALUM
1999	373	01	D05	34	POST STEEL
1999	373	01	D06	1,936	POLE-FIBERGLASS
1999	373	01	D07	188	POST CONCRETE
1999	373	01	D10	2,182	POLES
1999	373	01	D11	41	POLES
1999	373	01	D12	212	POLES
1999	373	01	D13	163	POLES
1999	373	01	D14	7,049	POLES
1999	373	01	D15	104	POLES
TOTAL				62,651	

TAMPA ELECTRIC COMPANY
ACCUMULATED DEPRECIATION AND AMORTIZATION
FOR YEAR ENDING DECEMBER 31, 1999

ANNUAL STATUS REPORT
RULE 25-8.0436(8), F.A.C.

PAGE 2 OF 6

LINE NO	ACCT NO	ACCOUNT TITLE	ACCUMULATED DEPRECIATION BEG OF YEAR	DEPRECIATION ACCRUED	RETIREMENTS	COST OF REMOVAL	SALVAGE	ADJUSTMENTS	ACCUMULATED DEPRECIATION END OF YEAR
OTHER PRODUCTION									
1	341 - 346	BIG BEND STATION							
		COMBUSTION TURBINE #1	1,582,732.13	39,478.92	0.00	0.00	0.00	0.00	1,632,211.05
2	341 - 346	COMBUSTION TURBINE #2 & #3	17,183,637.69	834,048.12	(61,198.00)	0.00	0.00	0.00	17,936,486.81
3		TOTAL BIG BEND STATION	18,756,369.82	873,528.04	(61,198.00)	0.00	0.00	0.00	19,568,699.86
4	341 - 346	GANNON STATION	1,700,901.37	33,285.45	0.00	0.00	0.00	0.00	1,734,186.82
5	341 - 346	PHILLIPS STATION	38,478,338.67	2,151,917.33	(125,020.18)	(111,471.70)	0.00	0.00	40,393,762.12
6	341 - 346	POLK STATION	47,067,677.45	22,805,939.88	(2,761,317.48)	(29,131.81)	0.00	0.00	66,883,168.04
7		OTHER DISMANTLING ACCR	1,129,941.50	1,524,861.00	0.00	0.00	0.00	2,655,660.13	5,310,462.63
8		TOTAL OTHER PRODUCTION	107,133,228.81	27,189,531.70	(2,947,535.66)	(140,603.51)	0.00	2,655,660.13	133,890,279.47
9		TOTAL PRODUCTION PLANT	962,522,985.04	80,647,238.38	(31,421,003.23)	(4,508,449.50)	57,173.15	0.00	1,007,297,951.84
10	350.01	LAND RIGHTS	1,587,209.66	142,599.48	0.00	0.00	0.00	0.00	1,729,809.14
11	352.00	STRUCTURES & IMPROVEMENTS	408,442.53	43,175.85	(4,540.36)	0.00	0.00	0.00	445,078.02
12	353.00	STATION EQUIPMENT	41,374,947.75	2,641,760.65	(1,074,385.90)	(134,554.58)	7,502.03	0.00	42,815,269.95
13	354.00	TOWERS & FIXTURES	2,738,143.86	112,898.76	0.00	0.00	0.00	0.00	2,851,042.64
14	355.00	POLES & FIXTURES	20,583,332.70	2,378,822.97	(538,626.36)	(260,808.45)	18,905.15	0.00	22,181,628.01
15	356.00	OVERHEAD CONDUCTORS & DEVICES	22,791,465.86	2,246,948.44	(1,008,357.57)	(262,633.83)	36,526.30	0.00	23,803,948.19
16	356.01	CLEARING RIGHTS-OF-WAY	870,820.82	44,798.04	0.00	0.00	0.00	0.00	915,618.86
17	357.00	UNDERGROUND CONDUIT	1,105,875.11	78,625.93	0.00	0.00	0.00	0.00	1,184,501.04
18	358.00	UNDERGROUND CONDUCTORS & DEVIC	893,263.25	174,048.68	0.00	0.00	0.00	0.00	1,067,311.93
19	359.00	ROADS AND TRAILS	744,361.76	81,041.12	(15,484.35)	(3,032.80)	0.00	0.00	786,865.93
20		TOTAL TRANSMISSION PLANT	93,095,863.31	7,922,719.82	(2,639,394.54)	(681,047.46)	62,932.48	0.00	97,781,073.71
DISTRIBUTION PLANT									
21	360.01	LAND RIGHTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22	361.00	STRUCTURES & IMPROVEMENTS	288,686.93	20,468.17	(6,000.00)	0.00	0.00	0.00	283,153.10
23	362.00	STATION EQUIPMENT	38,138,859.88	3,041,093.75	(720,158.73)	(83,662.83)	80,440.68	0.00	40,458,552.93
24	364.00	POLES, TOWERS & FIXTURES	43,048,449.94	5,184,498.58	(947,155.73)	(549,149.84)	92,101.16	0.00	46,836,742.11
25	365.00	OVERHEAD CONDUCTORS & DEVICES	66,174,088.86	4,940,506.44	(727,224.08)	(422,421.32)	318,825.06	0.00	70,280,554.97
26	368.00	UNDERGROUND CONDUIT	17,901,947.10	1,802,741.77	(78,688.27)	(46,925.50)	4,998.98	0.00	19,384,091.08
27	367.00	UNDERGROUND CONDUCTORS & DEVIC	26,955,152.21	3,013,858.12	(1,544,911.89)	(443,484.10)	293,278.37	0.00	28,273,692.71
28	368.00	LINE TRANSFORMERS	91,481,148.23	9,338,842.13	(3,412,145.00)	(602,737.94)	1,774,143.92	0.00	98,578,951.34
29	369.01	OVERHEAD SERVICES	17,857,120.76	2,286,674.48	(226,223.28)	(20,397.58)	6,708.38	0.00	19,703,883.76
30	369.02	UNDERGROUND SERVICE	15,145,038.08	1,773,615.37	(46,191.50)	(25,371.99)	659.27	0.00	16,844,749.23
31	370.00	METERS	14,129,128.34	2,312,357.04	(684,547.05)	(419,124.08)	1,727.33	0.00	15,339,841.58
32	373.00	STREET LIGHTING & SIGNAL SYSTEMS	23,659,879.37	4,480,102.12	(1,037,187.85)	(158,140.79)	134,958.51	0.00	27,079,609.56
33		TOTAL DISTRIBUTION PLANT	354,557,478.80	38,004,253.97	(9,429,414.16)	(2,771,435.77)	2,704,638.53	0.00	383,085,522.37

Name of Respondent Tampa Electric Company		This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission		Date of Report (Mo, Da, Yr) 04/30/2000	Year of Report Dec. 31, 1999	
TAXES ACCRUED, PREPAID AND CHARGED DURING YEAR						
<p>1. Give particulars (details) of the combined prepaid and accrued tax accounts and show the total taxes charged to operations and other accounts during the year. Do not include gasoline and other sales taxes which have been charged to the accounts to which the taxed material was charged. If the actual, or estimated amounts of such taxes are known, show the amounts in a footnote and designate whether estimated or actual amounts.</p> <p>2. Include on this page, taxes paid during the year and charged direct to final accounts, (not charged to prepaid or accrued taxes.)</p> <p>Enter the amounts in both columns (d) and (e). The balancing of this page is not affected by the inclusion of these taxes.</p> <p>3. Include in column (d) taxes charged during the year, taxes charged to operations and other accounts through (a) accruals credited to taxes accrued, (b) amounts credited to proportions of prepaid taxes chargeable to current year, and (c) taxes paid and charged direct to operations or accounts other than accrued and prepaid tax accounts.</p> <p>4. List the aggregate of each kind of tax in such manner that the total tax for each State and subdivision can readily be ascertained.</p>						
Line No.	Kind of Tax (See Instruction 5) (a)	BALANCE AT BEGINNING OF YEAR		Taxes Charged During Year (d)	Taxes Paid During Year (e)	Adjustments (f)
		Taxes Accrued (Account 236) (b)	Prepaid Taxes (Include in Account 165) (c)			
1	FEDERAL:					
2	Income 1999			63,497,075	66,460,216	
3	Income Prior to 99	-7,503,590		16,454,683	-10,678,119	
4	Unemployment					
5	1999			170,334	167,839	
6	1998	1,355			1,355	
7	FICA					
8	1999			11,786,195	11,180,657	13,368
9	1998	924,725			924,725	
10	Vehicle Use			3,872	3,872	
11	Superfund	85,937				
12	Diesel Fuel	265,287				
13	SUBTOTAL	-6,226,286		91,912,159	68,060,545	13,368
14	STATE:					
15	Income 1999			10,558,849	8,420,067	
16	Income Prior to 99	3,946,177		327,989	4,403,248	
17	Gross Receipts					
18	1999			26,854,982	22,696,764	
19	1998	2,185,625			2,185,625	
20	Unemployment					
21	1999			117,425	187,805	32,124
22	1998	-37,615			-37,615	
23	Public Serv Comm	493,961		807,000	878,541	
24	Intangible			127,320	127,320	
25						
26						
27	Occupational License			6,253	6,609	141
28	Sales Tax	254,528		312,413	313,963	
29	SUBTOTAL	6,842,676		39,112,231	39,182,327	32,265
30	LOCAL:					
31	Real and Personal Property	1,216,519		39,952,732	41,490,041	320,793
32						
33						
34						
35						
36	Franchise					
37	1999			20,776,081	19,040,451	
38	1998	1,847,044			1,847,044	
39	SUBTOTAL	3,063,563		60,728,813	62,377,536	320,793
40	TOTAL	3,679,953		191,753,203	169,620,408	366,426
41	TOTAL	3,679,953		191,753,203	169,620,408	366,426

Name of Respondent Tampa Electric Company	This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 04/30/2000	Year of Report Dec. 31, -- 1999
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TAXES ACCRUED, PREPAID AND CHARGED DURING YEAR (Continued)

5. If any tax (exclude Federal and State income taxes)- covers more than one year, show the required information separately for each tax year, identifying the year in column (a).

6. Enter all adjustments of the accrued and prepaid tax accounts in column (f) and explain each adjustment in a foot- note. Designate debit adjustments by parentheses.

7. Do not include on this page entries with respect to deferred income taxes or taxes collected through payroll deductions or otherwise pending transmittal of such taxes to the taxing authority.

8. Report in columns (i) through (l) how the taxes were distributed. Report in column (i) only the amounts charged to Accounts 408.1 and 409.1 pertaining to electric operations. Report in column (j) the amounts charged to Accounts 408.1 and 109.1 pertaining to other utility departments and amounts charged to Accounts 408.2 and 409.2. Also shown in column (i) the taxes charged to utility plant or other balance sheet accounts.

9. For any tax apportioned to more than one utility department or account, state in a footnote the basis (necessity) of apportioning such tax.

BALANCE AT END OF YEAR		DISTRIBUTION OF TAXES CHARGED				Line No.
(Taxes accrued Account 236) (g)	Prepaid Taxes (Incl. in Account 165) (h)	Electric (Account 408.1, 409.1) (i)	Extraordinary Items (Account 409.3) (j)	Adjustments to Ret. Earnings (Account 439) (k)	Other (l)	
						1
-2,963,141		63,869,058			371,883	2
19,629,212		16,457,667			2,984	3
						4
2,494		142,294			28,040	5
						6
						7
618,906		10,618,481			1,940,213	8
		-772,499				9
		3,872				10
85,837						11
265,287						12
17,638,695		90,318,873			1,593,286	13
						14
2,138,782		10,620,704			-61,855	15
-129,082		328,485			-496	16
						17
4,158,218		26,854,982				18
						19
						20
-38,258		98,095			19,330	21
						22
422,421		807,000				23
		127,320				24
						25
						26
-215		6,253				27
252,978		312,424			11	28
6,804,846		39,155,263			-43,032	29
						30
3		39,808,732			144,000	31
						32
						33
						34
						35
						36
1,735,630		20,776,081				37
						38
1,735,633		60,584,813			144,000	39
26,179,174		190,058,949			1,694,254	40
26,179,174		190,058,949			1,694,254	41

LINE

NO. INPUTS:

(BASED ON FERC FORM 1 DATA FOR YEAR ENDING 12/31/01)

1	COST OF CAPITAL	0.1225
2	DEPRECIATION RATE FOR POLES	0.0410
3	TOTAL A&G EXPENSE	84,468,283
	NET UTILITY	
4	PLANT	2,719,001,084
5	MAINTENANCE OF OH LINES #593	11,149,023
6	PLANT ACCOUNTS	
7	#364	145,758,114
8	#365	165,067,225
9	#369	54,936,443
10	TOTAL	365,761,782
11	NUMBER OF POLES	299,463
12	DEPR RES-POLES (364)	58,691,753
13	DEPR RES-OVERHEAD (365)	82,633,628
14	DEPR RES-SERVICES (369)	20,921,889
	TOTAL TAXES	
15	PAID	208,871,533

CALCULATION OF MAXIMUM FCC RATE:

16 Net Investment in Bare Poles = 85% (Gross Pole Investment - Pole Depreciation Reserve)

17 = \$74,006,406

18 Net Investment Per Bare Pole = $\frac{\text{Net Investment in Bare Poles}}{\text{Number of Poles}}$

19 = \$247.13

20 Maintenance Expense (as a percentage of net pole investment)

= $\frac{\text{Pole and Conductor Maintenance Expense}}{(\text{Gross Pole Investment} - \text{Depreciation Reserve}) + (\text{Gross Conductor Investment} - \text{Depreciation Reserve}) + (\text{Gross Services Investment} - \text{Depreciation Reserve})}$

21 = 0.0548

22 Depreciation (as a percentage of net pole investment)

= Depreciation Rate for Gross Pole Investment x

$\frac{\text{Gross Pole Investment}}{\text{Net Pole Investment}}$

23 = 0.0686

24 Administrative expense (as a percentage of net plant investment)

$$= \frac{\text{Administrative Expense}}{\text{Net Utility Plant}}$$

25
$$= 0.0311$$

26 Taxes (as a percentage of net plant investment)

$$= \frac{\text{Taxes Paid}}{\text{Net Utility Plant}}$$

27
$$= 0.0768$$

28 Cost of Capital (Mid-point of the allowable range for rate base rate of return)

$$= 0.1225$$

29 Total Carrying Charge

30	Maintenance Expense	0.0548
31	Depreciation	0.0686
32	Administrative Expense	0.0311
33	Taxes	0.0768
34	Cost of Capital	<u>0.1225</u>
35	Total Carrying Charge	0.3538

36 Use Ratio
$$= \frac{\text{Space Used By Cable Company}}{\text{Total Useable Space}}$$

$$= \frac{1 \text{ Foot}}{13.5 \text{ Feet}}$$

37
$$= 0.0741$$

38 Old Rate = Net Investment Per Bare Pole x Total Carrying Charge x Use Ratio

39
$$= \$247.13 \times 0.3538 \times 0.0741$$

40
$$= \$6.48$$

NEW FCC RATE METHOD:

Telecommunications Formula Poles - Section 224.

1	Bare Pole Cost	\$247.13
3	Annual Carrying Charge	35.38%

2	Unusable Space (feet)	24
3	Average Number of Attaching Entities	2.051 (*)
4	Total Pole Length (above grade) (feet)	37.5
5	Space Allocated to Attaching Entity (feet)	1
6	Usable Space (feet)	13.5

<<< as provided in
05/20/02

(*) assumes no distinction between rural, urbanized & urban areas

NEW RATE FORMULA:

$$[(F / G) \times (G / E)] + [(2 / 3) \times (C / E) / D] \times A \times B$$

\$20.52

EXAMPLE OF PHASE IN OVER FIVE YEARS ASSUMING NO BASE RATE CHANGE:

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
New rate	\$20.52	\$20.52	\$20.52	\$20.52	\$20.52
Old rate	(\$6.48)	(\$6.48)	(\$6.48)	(\$6.48)	(\$6.48)
Differential to be phased in	\$14.04	\$14.04	\$14.04	\$14.04	\$14.04
Annual phase-in percentage	20.00%	40.00%	60.00%	80.00%	100.00%
Amount to be phased in per year	\$2.81	\$5.62	\$8.43	\$11.24	\$14.04
Old Rate	\$6.48	\$6.48	\$6.48	\$6.48	\$6.48
New rate	\$9.29	\$12.10	\$14.91	\$17.72	\$20.52

Name of Respondent
Tampa Electric Company

Date of Report
(Mo, Da, Yr)
04/30/2003

Year of Report
Dec. 31, 2002

FOR THE YEAR

1. Report amounts for accounts 412 ar
k, m, o) in a similar manner to a utility department
in columns (c) and (d) totals.

in Utility Plant Leased to Others, in another Utility column (l,
over Lines 02 thru 24 as appropriate. Include these amounts

2. Report amounts in account 414, Other Utility Operating Income, in the same manner as accounts 412 and 413 above.
3. Report data for lines 7,9, and 10 for Natural Gas companies using accounts 404.1, 404.2, 404.3, 407.1 and 407.2.
4. Use pages 122-123 for important notes regarding the statement of income or any account thereof.
5. Give concise explanations concerning unsettled rate proceedings where a contingency exists such that refunds of a material amount may need to be made to the utility's customers or which may result in a material refund to the utility with respect to power or gas purchases. State for each year affected the gross revenues or costs to which the contingency relates and the tax effects together with an explanation of the major factors which affect the rights of the utility to retain such revenues or recover amounts paid with respect to power and gas purchases.
6. Give concise explanations concerning significant amounts of any refunds made or received during the year

Line No.	Account (a)	(Ref.) Page No. (b)	TOTAL	
			Current Year (c)	Previous Year (d)
1	UTILITY OPERATING INCOME			
2	Operating Revenues (400)	300-301	1,598,298,224	1,416,725,023
3	Operating Expenses			
4	Operation Expenses (401)	320-323	831,903,436	782,058,029
5	Maintenance Expenses (402)	320-323	108,679,477	99,479,766
6	Depreciation Expense (403)	336-337	176,244,913	167,657,349
7	Amort. & Depl. of Utility Plant (404-405)	336-337	13,930,995	6,009,278
8	Amort. of Utility Plant Acq. Adj. (406)	336-337	-611,249	-241,619
9	Amort. Property Losses, Unrecov Plant and Regulatory Study Costs (407)			
10	Amort. of Conversion Expenses (407)			
11	Regulatory Debits (407.3)		113,464,418	54,447,159
12	(Less) Regulatory Credits (407.4)		39,982,761	85,455,978
13	Taxes Other Than Income Taxes (408.1)	262-263	112,299,386	104,775,928
14	Income Taxes - Federal (409.1)	262-263	61,573,912	68,707,313
15	- Other (409.1)	262-263	14,014,189	12,065,209
16	Provision for Deferred Income Taxes (410.1)	234, 272-277	85,546,048	48,911,401
17	(Less) Provision for Deferred Income Taxes-Cr. (411.1)	234, 272-277	71,106,141	41,802,164
18	Investment Tax Credit Adj. - Net (411.4)	266	-4,388,821	-4,456,070
19	(Less) Gains from Disp. of Utility Plant (411.6)		111,823	91,111
20	Losses from Disp. of Utility Plant (411.7)			
21	(Less) Gains from Disposition of Allowances (411.8)			
22	Losses from Disposition of Allowances (411.9)			
23	TOTAL Utility Operating Expenses (Enter Total of lines 4 thru 22)		1,401,455,979	1,212,064,490
24	Net Util Oper Inc (Enter Tot line 2 less 23) Carry fwd to P117, line 25		196,842,245	204,660,533

Name of Respondent Tampa Electric Company	This Report Is: (1) <input checked="" type="checkbox"/> An Original (2) <input type="checkbox"/> A Resubmission	Date of Report (Mo, Da, Yr) 04/30/2003	Year of Report Dec. 31, 2002
--	---	--	---------------------------------

STATEMENT OF INCOME FOR THE YEAR (Continued)

resulting from settlement of any rate proceeding affecting revenues received or costs incurred for power or gas purchases, and a summary of the adjustments made to balance sheet, income, and expense accounts.

7. If any notes appearing in the report to stockholders are applicable to this Statement of Income, such notes may be included on pages 122-123.

8. Enter on pages 122-123 a concise explanation of only those changes in accounting methods made during the year which had an effect on net income, including the basis of allocations and apportionments from those used in the preceding year. Also give the approximate dollar effect of such changes.

9. Explain in a footnote if the previous year's figures are different from that reported in prior reports.

10. If the columns are insufficient for reporting additional utility departments, supply the appropriate account titles, lines 2 to 23, and report the information in the blank space on pages 122-123 or in a footnote.

ELECTRIC UTILITY		GAS UTILITY		OTHER UTILITY		Line No.
Current Year (e)	Previous Year (f)	Current Year (g)	Previous Year (h)	Current Year (i)	Previous Year (j)	
						1
1,598,298,224	1,416,725,023					2
						3
831,903,436	782,058,029					4
108,679,477	99,479,766					5
176,244,913	167,657,349					6
13,930,995	6,009,278					7
-611,249	-241,819					8
						9
						10
113,464,418	54,447,159					11
39,982,761	85,455,978					12
112,899,396	104,775,928					13
61,573,912	68,707,313					14
11,014,189	12,065,209					15
85,545,048	48,911,401					16
71,100,141	41,802,164					17
4,368,821	-4,456,070					18
111,823	91,111					19
						20
						21
						22
1,401,455,979	1,212,064,490					23
196,842,245	204,660,533					24

EXHIBIT 24

County	Urbanized Area	population
Lee County/ Collier County	Bonita Springs--Naples, FL	221,251
Hernando County	Brooksville, FL	102,193
Lee County	Cape Coral, FL	329,757
Volusia County	Daytona Beach--Port Orange, FL	255,353
Volusia County	Deltona, FL	147,713
Okaloosa County	Fort Walton Beach, FL	152,741
Alachua County	Gainesville, FL	159,508
Duval County	Jacksonville, FL	882,295
Osceola County	Kissimmee, FL	186,667
Lake County	Lady Lake, FL	50,721
Polk County	Lakeland, FL	199,487
Lake County	Leesburg--Eustis, FL	97,497
Miami Dade County	Miami, FL	4,919,036
Sarasota County/Charlotte County	North Port--Punta Gorda, FL	122,421
Marion County	Ocala, FL	106,542
Orange County	Orlando, FL	1,157,431
Brevard County	Palm Bay--Melbourne, FL	393,289
Bay County	Panama City, FL	132,419
Escambia County	Pensacola, FL	321,875
St. Lucie County	Port St. Lucie, FL	270,774
	St. Augustine, FL	53,519
Manatee County/Sarasota County	Sarasota--Bradenton, FL	559,229
Leon County	Tallahassee, FL	204,260
Pinellas County/ Hillborough County	Tampa--St. Petersburg, FL	2,062,339
Brevard County	Titusville, FL	52,922
Indian River County	Vero Beach--Sebastian, FL	120,962
Polk County	Winter Haven, FL	153,924
Pasco County	Zephyrhills, FL	53,979

<http://www.census.gov/geo/www/ua/ua2k.txt>

<http://quickfacts.census.gov/qfd/states/12/12057.html>

Digital Phone Contact Information)))

Customer Support Numbers

Pinellas	727-329-5250
Hillsborough	813-436-2326
Polk	863-288-2360
West Pasco	727-326-1235
East Pasco	813-377-0228
Manatee	941-345-1405
Citrus	352-527-2195
Hernando	352-848-2580

Office Locations and Hours

HILLSBOROUGH REGION

Brandon
525 Grand Regency Blvd.
Mon. - Fri., 9:00 a.m. - 6:00 p.m.
Sat., 9:00 a.m. - 5:00 p.m.

Temple Terrace
11401 North 56th St.
Mon. - Fri., 9:00 a.m. - 6:00 p.m.

Tampa
5214 West Linebaugh Ave.
Mon. - Fri., 9:00 a.m. - 6:00 p.m.
Sat., 9:00 a.m. - 5:00 p.m.

Tampa
3814 South Dale Mabry Hwy.
Mon. - Fri., 9:00 a.m. - 6:00 p.m.

Tampa
4400 Dr. M.L.K. Blvd.
Mon. - Fri., 9:00 a.m. - 6:00 p.m.
Sat., 10:00 a.m. - 2:00 p.m.

MANATEE REGION

Bradenton
5413 SR 64 East
Bradenton, FL 34208
Mon. - Fri., 8:00 a.m. - 6:00 p.m.
Sat., 10:00 a.m. - 2:00 p.m.

Palmetto
1007 10th Ave. West
Palmetto, FL 34221
Mon. - Fri., 8:30 a.m. - 5:30 p.m.
Sat., 8:30 a.m. - 12:30 p.m.

PINELLAS REGION

St. Petersburg
233 31st St. N.
Mon. - Fri., 9:00 a.m. - 6:00 p.m.
Sat., 10:00 a.m. - 2:00 p.m.

Clearwater
2114 Drew St.
Mon. - Fri., 9:00 a.m. - 6:00 p.m.
Closed Saturdays.

Clearwater
11141 U.S. Hwy. 19 North
Mon. - Fri., 9:00 a.m. - 6:00 p.m.
Sat., 10:00 a.m. - 2:00 p.m.

Clearwater
Opening August 2005
Westfield Countryside Mall
27001 U.S. Hwy. 19 N. Suite 2096
Mon. - Sat., 10:00 a.m. - 9:00 p.m.
Sun., 12:00 p.m. - 6:00 p.m.

Largo
1176 E. Bay Dr.
Mon. - Fri., 9:00 a.m. - 6:00 p.m.
Sat., 10:00 a.m. - 2:00 p.m.

Madeira Beach
14995 Gulf Blvd. Suite C
Mon. - Fri., 9:00 a.m. - 5:00 p.m.
lunch - closed 11:00 a.m. - Noon
Closed Saturdays.

Dunedin
1060 Scotsdale Blvd.
Mon. - Fri., 9:00 a.m. - 5:00 p.m.
lunch closed 11:30 a.m. - Noon
Closed Saturdays.

Tarpon Springs

40120 U.S. Hwy. 19 N.
Mon. - Fri., 9:00 a.m. - 5:00 p.m.
lunch closed 11:00 a.m. - Noon
Sat., 10:00 a.m. - 2:00 p.m.

TRI-COUNTY/PASCO REGION CITRUS COUNTY

Lecanto
2850 S. Lecanto Hwy.
Lecanto, FL 34461 (Next to Lecanto HS complex)
Mon. - Fri., 9:00 a.m. - 6:00 p.m.

HERNANDO COUNTY

Brooksville
13071 Cortez Blvd. (Western Way Plaza)
Brooksville, FL 34613-4838
Mon. - Fri., 9:00 a.m. - 6:00 p.m.
Sat., 9:00 a.m. - 1:00 p.m.

WEST PASCO COUNTY

Moon Lake
10555 Moon Lake Rd.
New Port Richey, FL 34654-2815
Mon. - Fri., 9:00 a.m. - 6:00 p.m.

Davis Center
6618 US Hwy. 19 North
New Port Richey, FL 34652-1739
Mon. - Fri., 9:00 a.m. - 6:00 p.m.
Sat., 9:00 a.m. - 1:00 p.m.

EAST PASCO COUNTY

Wesley Chapel Main Office
30432 State Route 54
Wesley Chapel, FL 33543
Mon. - Fri., 9:00 a.m. - 6:00 p.m.
Sat., 9:00 a.m. - 1:00 p.m.

POLK COUNTY

Auburndale
1004 U.S. Hwy. 92 W
Auburndale, FL 33823-9585
Mon. - Fri., 8:00 a.m. - 6:00 p.m.
Sat., 9:00 a.m. - 1:00 p.m.

Haines City
401 Hinson Ave.
Haines City, FL 33844-5238
(Inside the Extra Discount Drug Store)
Mon. - Fri., 9:00 a.m. - 5:30 p.m.

Lakeland
5131 S. Florida Ave. Suite #4
Lakeland, FL 33813-2514
Mon. - Fri., 9:00 a.m. - 6:00 p.m.

EXHIBIT 19

**CGB - Form 499A Search Results Detailed Information**[FCC](#) > [CGB Home](#) > [499-A Search Form](#) > [499-A Detail](#)[FCC site map](#)

FCC Form 499-A Telecommunications Reporting Worksheet

DETAILED INFORMATION

Filer Identification Information:

499 Filer ID Number: 824478
Registration Current as of: 4/1/2005
Legal Name of Reporting Entity: Bright House Networks Information Services (Flo
Doing Business As: Bright House Networks Information Services (Flo
Principal Communications Type:
Universal Service Fund Contributor: Yes
(Contact USAC at 888-641-8722 if this is not correct.)
Holding Company: Bright House Networks Information Services (Fla
Registration Number (CORESID): 0010-7884-53
Management Company: Advance/Newhouse Communications
Headquarters Address: P.O. Box 4739
City: Syracuse
State: NY
ZIP Code: 132214739
Customer Inquiries Address: 5000 Campuswood Dr.
City: East Syracuse
State: NY
ZIP Code: 13057
Customer Inquiries Telephone: 315-438-4100
Other Trade Names:

Agent for Service of Process:

Local/Alternate Agent for Service
of Process:

Telephone: Arthur J. Steinhauer
212-381-7000
Extension:
Fax: 212-381-7218
E-mail: asteinhauer@sbandg.com

Business Address of Agent for
Mail or Hand Service of Documents:

City: Four Times Square
New York
State: NY
ZIP Code: 10036

D.C. Agent for Service of Process:

Telephone: Chris Savage, Esq. Cole, Raywi
202-659-9750
Extension:
Fax: 202-452-0067
E-Mail: csabage@crblaw.com

Business Address of D.C. Agent for
Mail or Hand Service of Documents:

City: 1919 Pennsylvania Ave, NW
Washington
State: DC
ZIP Code: 20006

FCC Registration Information:

Chief Executive Officer: Robert J. Miron
Business Address: P.O. Box 4739
City: Syracuse
State: NY
ZIP Code: 132214739

Chairman or Other Senior Officer: Steven A. Miron
Business Address: P.O. Box 4739
City: Syracuse
State: NY
ZIP Code: 132214739

President or Other Senior Officer: William A. Futera
Business Address: P.O. Box 4739
City: Syracuse
State: NY
ZIP Code: 132214739

Jurisdictions in Which the Filing Entity Provides Telecommunications Services:

Florida

[Return to Search Form](#)

Use browser "Back" button to return to results page.

last reviewed/updated on 11/22/05

[FCC Home](#) | [Search](#) | [Updates](#) | [E-Filing](#) | [Initiatives](#) | [For Consumers](#) | [Find People](#)

Federal Communications Commission Phone: 1-888-CALL-FCC (1-888-225-5322)
445 12th Street SW
Washington, DC 20554 TTY: 1-888-TELL-FCC (1-888-835-5322)
[More FCC Contact Information...](#)

Fax: 1-866-418-0232
E-mail: fccinfo@fcc.gov

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CGB - Form 499A Search Results Detailed Information

[FCC](#) > [CGB Home](#) > [499-A Search Form](#) > [499-A Detail](#)

[FCC site map](#)

FCC Form 499-A Telecommunications Reporting Worksheet**DETAILED INFORMATION****Filer Identification Information:**

499 Filer ID Number: 825461
Registration Current as of: 4/1/2005
Legal Name of Reporting Entity: Bright House Networks, LLC
Doing Business As:
Principal Communications Type:
Universal Service Fund Contributor: No
(Contact USAC at 888-641-8722 if this is not correct.)
Holding Company:
Registration Number (CORESID): 0013-3660-67
Management Company:
Headquarters Address: 700 Carillion Pkwy
Suite 5
City: St. Petersburg
State: FL
ZIP Code: 33716
Customer Inquiries Address: 700 Carillion Pkwy
Suite 5
City: St. Petersburg
State: FL
ZIP Code: 33716
Customer Inquiries Telephone: 888-577-9005
Other Trade Names:

Agent for Service of Process:
Local/Alternate Agent for Service of Process:
Telephone:
Extension:
Fax:
E-mail:
Business Address of Agent for Mail or Hand Service of Documents:
City:
State:
ZIP Code:

D.C. Agent for Service of Process: Candida Foster
Telephone: 727-329-2207
Extension:
Fax: 727-329-2008
E-Mail: candida.foster@mybriighthouse.com
Business Address of D.C. Agent for Mail or Hand Service of Documents:
City: 700 Carillion Pkwy
State: Suite 5
City: St. Petersburg
State: FL

ZIP Code: 33716

FCC Registration Information:

Chief Executive Officer: Terry C. McNulty
Business Address: 700 Carillion Pkwy
Suite 5
City: St. Petersburg
State: FL
ZIP Code: 33716

Chairman or Other Senior Officer:

Business Address:
City:
State:
ZIP Code:

President or Other Senior Officer:

Business Address:
City:
State:
ZIP Code:

Jurisdictions in Which the Filing Entity Provides Telecommunications Services:

Alabama
California
Florida
Indiana
Michigan

[Return to Search Form](#)

Use browser "Back" button to return to results page.

last reviewed/updated on 11/22/05

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Federal Communications Commission Phone: 1-888-CALL-FCC (1-888-225-
445 12th Street SW 5322)
Washington, DC 20554 TTY: 1-888-TELL-FCC (1-888-835-
[More FCC Contact Information...](#) 5322)
Fax: 1-866-418-0232
E-mail: fccinfo@fcc.gov

- [Privacy Policy](#)
- [Website Policies & Notices](#)
- [Required Browser Plug-ins](#)
- [Freedom of Information Act](#)

EXHIBIT 20

Approval of the Verizon-MCI merger should be conditioned on the government closely monitoring the actions of the post-merger companies and taking steps to place conditions on the merger in order to keep the local voice markets open and competitive.

- c. Has your local competition strategy changed as a result of the merger announcements? If so, please explain how.
See (b) above.
- d. How will these mergers (if approved) affect your local competition strategy in Florida?
See (b) above.

Miscellaneous

9. In 2004, how much money did you invest in your network directly serving Florida's local service customers?

10. Are you currently operating under Chapter 7 or Chapter 11 protection?
No.

11. If you filed Form 477 with the FCC to include data as of December 31, 2004, please provide us with a copy. This form only applies to CLECs with a minimum of 10,000 access lines in Florida.

Comments

12. Have you experienced any significant barriers in entering Florida's local exchange markets? Please list and describe any major obstacles or barriers encountered that you believe may be impeding the growth of local competition in the state, along with any suggestions as to how to remove such obstacles.

See Bright House Network Information Services's complaint against Verizon, Florida docket #041170-TP

13. Please provide any additional general comments or information you believe will assist staff in evaluating and reporting on the development of local exchange competition in Florida.
None.

EXHIBIT 21



The information in this and related pages was automatically generate Management System (CMS) of the FPSC and may be incomplete. For COMPL information from CMS, you MUST contact the Bureau of Records at (850

Docket 060015

Notice of adoption, with modifications, of existing terms of interconnection, resale, un agreement between MCImetro Access Transmission Services LLC and Verizon Florida Networks Information Services (Florida), LLC.

- [Document Filings Index](#)
- [Events List](#)
- [Utilities](#)
- [Parties of Record and Interested Parties](#)
- [Staff Assigned](#)

WARNING: THIS TIME SCHEDULE IS TENTATIVE AND SUBJECT TO REVISION
Time Schedule (CASR) for Docket 060015

Description	Previous Due Date	Due Date
Statutory Deadline	none	04/05/2006
Memo to Docket File	none	04/07/2006
Close Docket	none	04/10/2006

Utilities Involved in Docket 060015

Utility Companies (2)	Select Company
Verizon Florida Inc. (TL710)	Select
Bright House Networks Information Services (Florida), LLC (TX631)	Select

Parties of Record and Interested Parties in Docket 060015

Parties of Record (3)	Interested Persons (0)
Bright House Networks Information Services (Florida), LLC Ms. Terri McNulty 700 Carillon Parkway, Suite 5	

St. Petersburg, FL 33716-1101
Phone: (727) 329-2089
FAX: (727) 329-2009
Email: Terri.McNulty@mybriighthouse.com

Verizon
Leigh A. Hyer
P.O. Box 110, FLTC0007
Tampa, FL 33601-0110
Phone: 813-483-1256
FAX: 813-204-8870
Email: leigh.a.hyer@verizon.com

Verizon Florida Inc.
Mr. David Christian
106 East College Avenue
Tallahassee, FL 32301-7748
Phone: (850) 224-3963
FAX: 222-2912
Email: david.christian@verizon.com

Staff Assigned to Docket 060015

PSC Staff
Division of Competitive Markets & Enforcement
Thomas Bates
Office of the General Counsel
Felicia Banks
Theresa Tan

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Florida Public Service Commission

2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850
1-800-342-3552

ORIGINAL

Leigh A. Hyer
Vice President and General Counsel, Southeast Region
Legal Department

verizon

FLTC0007
201 North Franklin Street (33602)
Post Office Box 110
Tampa, Florida 33601-0110

Phone 813 483-1256
Fax 813 204-8870
leigh.a.hyer@verizon.com

January 5, 2006

Ms. Blanca S. Bayo, Director
Division of the Commission Clerk
and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

COMMISSION
CLERK

JAN - 5 PM 2:33

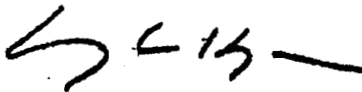
RECEIVED-FSC

Re: Docket No. 060015-TP
Petition for Approval of Section 252(i) Adoption With Modifications of the
Existing Terms of the Interconnection, Resale, Unbundling and Collocation
Agreement Between MCImetro Access Transmission Services LLC and
Verizon Florida Inc. by Bright House Networks Information Services (Florida),
LLC

Dear Ms. Bayo:

Please find enclosed for filing an original and five copies of the above-referenced
Petition. Service has been made as indicated on the Certificate of Service. If there
are any questions regarding this matter, please contact me at (813) 483-1256.

Sincerely,



Leigh A. Hyer

LAH:tas

Enclosures

RECEIVED & FILED
06 JAN - 5 PM 2:33
FSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

00105 JAN-5 8

FPC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval of Section 252(i) Adoption With Modifications of the Existing Terms of the Interconnection, Resale, Unbundling and Collocation Agreement Between MCImetro Access Transmission Services LLC and Verizon Florida Inc. by Bright House Networks Information Services (Florida), LLC

Docket No.
Filed: January 5, 2006

**PETITION FOR APPROVAL OF SECTION 252(i) ADOPTION WITH MODIFICATIONS
OF THE EXISTING TERMS OF THE INTERCONNECTION, RESALE, UNBUNDLING
AND COLLOCATION AGREEMENT BETWEEN MCIMETRO ACCESS
TRANSMISSION SERVICES LLC AND VERIZON FLORIDA INC. BY
BRIGHT HOUSE NETWORKS INFORMATION SERVICES (FLORIDA), LLC**

Verizon Florida Inc. (Verizon) (formerly GTE Florida Incorporated) files this petition before the Florida Public Service Commission (Commission) seeking approval of Bright House Networks Information Services (Florida), LLC's 252(i) adoption with modifications of the existing terms of the interconnection, resale, unbundling and collocation agreement between Verizon and MCImetro Access Transmission Services LLC. MCImetro's adoption of the existing Verizon/AT&T agreement was approved by the Commission on May 26, 2004 in Docket No. 040163-TP.

Verizon respectfully requests that the Commission approve its petition and that Verizon be granted all other relief proper under the circumstances.

Respectfully submitted on January 5, 2006.

By:

Leigh A. Hyer
P. O. Box 110, FLTC0717
Tampa, Florida 33601-0110
Telephone No. (813) 483-1256

Attorney for Verizon Florida Inc.

C. DOCUMENT NUMBER-DATE

00105 JAN-5 6

FPSC-COMMISSION CLERK

Jeffrey A. Masoner
Vice President
Interconnection Services Policy & Planning



Wholesale Markets
1310 N Court House Rd
9th fl, RM 9E104
Arlington, VA 22201

Tel. 703 974-4610
Fax 703 974-0314
jeffrey.a.masoner@verizon.com

December 1, 2005

Arthur C. Orduna
Bright House Networks Information Services (Florida), LLC
P.O. Box 4739
East Syracuse, NY 13221

Re: Requested Adoption in Florida Under Section 252(i) of the
Communications Act

Dear Mr. Orduna:

Verizon Florida Inc., f/k/a GTE Florida Incorporated ("Verizon"), a Florida corporation, with principal place of business at 201 N Franklin Street, Tampa, FL 33602-5167, has received correspondence from your counsel, Mr. Christopher Savage, stating that Bright House Networks Information Services (Florida), LLC ("BHN"), a Delaware limited liability company, with principal place of business at 301 E. Pine Street, Suite 600, Orlando, FL 32801, wishes, pursuant to Section 252(i) of the Communications Act, to adopt the terms of the Interconnection Agreement between MCImetro Access Transmission Services LLC ("MCI") and Verizon that was approved by the Florida Public Service Commission (the "Commission") as an effective agreement in the State of Florida, as such agreement exists on the date hereof (including, without limitation, all amendments thereto effective and approved by the Commission as of December 1, 2005, e.g., specifically including the "Amendment to Interconnection Agreements" entered into between Verizon (and its operating telephone

company affiliates) and MCI (and its CLEC affiliates) with an effective date of December 1, 2003) after giving effect to operation of law (the "Terms"). Please note that MCI itself adopted the terms of the arbitrated interconnection agreement between Verizon and AT&T Communications of the Southern States Inc. that was approved by the Commission on July 18, 1997 in Dockets 960847TP and 001274 (including, without limitation, the Interim Agreement and the First and Second Amendments to the Interim Agreement) (the "AT&T Agreement") and Verizon and MCI subsequently agreed to amend the AT&T Agreement to reflect the Terms. I understand BHN has a copy of the Terms. Please note the following with respect to BHN's adoption of the Terms.

1. By BHN's countersignature on this letter, BHN hereby represents and agrees to the following seven points:
 - A. BHN adopts (and agrees to be bound by) the Terms and, in applying the Terms, agrees that BHN shall be substituted in place of MCI metro Access Transmission Services LLC and MCI in the Terms wherever appropriate.
 - B. For the avoidance of any doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon (i) that no longer applies to Verizon under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order") or the Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released by the FCC on February 4, 2005 (the "TRO Remand Order"), or (ii) that is otherwise not required by 47 U.S.C. Section 251(c)(3) or by 47 C.F.R. Part 51. Moreover, Verizon, on February 20, 2004, filed a petition at the Commission to arbitrate amendments to interconnection agreements (including the Terms) with respect to the Triennial Review Order ("TRO Arbitration"). If BHN is a party to the TRO Arbitration at the time the Commission issues an effective order approving an amendment with respect to the Triennial Review Order in the TRO Arbitration (an "Approved Amendment"): (i) the terms of such Approved Amendment shall be deemed to amend this adoption effective on the effective date of such Commission order, (ii) BHN agrees to be bound by the terms of such Approved Amendment effective on the effective date of such Commission order, and (iii) Verizon and BHN shall execute an amendment to this adoption to memorialize that this adoption is amended by the terms of such Approved Amendment effective on the effective date of such Commission order; provided, however, failure by either party to do so shall not be cited as a basis for contesting the effectiveness of the provisions in subsections (i) and (ii) above.

- C. Notice to BHN and Verizon as may be required or permitted under the Terms shall be provided as follows:

To BHN:

Sabin, Bermant & Gould, LP
Attention: Cody J. Harrison
Four Times Square
New York, NY 10036
Telephone Number: 212-381-7117
Facsimile Number: 212-381-7278
Internet Address: charrison@sbandg.com

with a copy to:

Cole, Raywid & Braverman, LLP
Christopher W. Savage
1919 Pennsylvania Ave. NW, Suite 200
Washington, DC 20006
Telephone Number: 202-659-9750
Facsimile Number: 202-452-0067
Internet Address: chris.savage@crblaw.com

To Verizon:

Director-Contract Performance & Administration
Verizon Wholesale Markets
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
Telephone Number: (972) 718-5988
Facsimile Number: (972) 719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

Associate General Counsel – Interconnection
Verizon Wholesale Markets
1515 N. Court House Road
Suite 500
Arlington, VA 22201
Facsimile: (703) 351-3664

- D. BHN represents and warrants that it is a certified provider of local telecommunications service in the State of Florida, and that its adoption of the Terms will cover services in Verizon's service

territory in the State of Florida only, except that BHN and Verizon recognize and agree that the terms of the foregoing "Amendment to Interconnection Agreements", effective as of December 1, 2003 and in effect as of the date hereof, apply not only between BHN and Verizon in Verizon's service territory in Florida but, also, between BHN (and its CLEC affiliates) and Verizon (and its operating telephone company affiliates) in all jurisdictions in which Verizon (or its operating telephone company affiliates) and BHN (or its CLEC affiliates) are (or become) interconnected.

- E. In the event an interconnection agreement between Verizon and BHN is currently in effect in the State of Florida (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.
- F. Verizon's standard pricing schedule for interconnection agreements in the State of Florida (as such schedule may be amended from time to time) (attached as Appendix A hereto) shall apply to BHN's adoption of the Terms, except that, for the avoidance of any doubt, the parties agree that the foregoing "Amendment to Interconnection Agreements", effective as of December 1, 2003 and in effect as of the date hereof, contains certain provisions for pricing, and that those provisions for pricing shall apply in lieu of any pricing provisions for the same items that might be contained in Appendix A hereto. BHN should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Terms or that are otherwise not part of this adoption, and may include phrases or wording not identical to those utilized in the Terms. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Terms. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights, and the use of different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.
- G. BHN's adoption of the Terms shall become effective on December 1, 2005. Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by

BHN as to the points set out in Paragraph One hereof. The term and termination provisions of the Terms shall govern BHN's adoption of the Terms.

2. The Terms are being adopted by BHN pursuant to Section 252(i) of the Act. Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by either Party of the Terms does not in any way constitute a waiver by either Party of any position as to the Terms or a portion thereof, nor does it constitute a waiver by either Party of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of BHN's adoption of the Terms.
3. Nothing herein shall be construed as or is intended to be a concession or admission by either Party that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commission, the decisions of the courts, or other law, and each Party expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
4. Verizon reserves the right to deny BHN's application of the Terms, in whole or in part, to the extent (A) permitted by 47 C.F.R. § 51.809 or (B) Verizon otherwise is not required to make the Terms available to BHN under applicable law.
5. Should either Party attempt to apply the Terms in a manner that conflicts with Paragraphs 2 through 4 above, the other Party reserves its rights to seek appropriate legal and/or equitable relief.
6. In the event that a voluntary or involuntary petition has been or is in the future filed against a Party under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (A) all rights of the other Party under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and BHN's adoption of the Terms shall in no way impair such rights of either Party; and (B) all rights of a Party resulting from BHN's adoption of the Terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to the other Party pursuant to 11 U.S.C. § 366.