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April 18, 2005

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5 APR 21 AM 9:58  
COMMISSION  
CLERK

Marlene H. Dortch  
Office of the Secretary  
Federal Communications Commission  
445 12th Street, S.W.  
Washington, D. C. 20554

050000

Re: **Florida Cable Telecommunications Ass'n, Inc., et al. v. Gulf Power Co.;**  
**EB Docket No. 04-381**

Dear Ms. Dortch:

Enclosed for filing in the above proceeding please find the original and six (6) copies of (1) *Complainants' Responses to Gulf Power Company's First Set of Interrogatories and Requests For Production of Documents* and (2) recently discovered supplementary correspondence from Comcast Cablevision of Panama City, Inc. concerning inventory and accounting documents that describe and/or account for attachments to Gulf Power poles.

Also enclosed is a "Stamp and Return" copy of this filing that we ask be stamped with the FCC's date of filing and then returned to our messenger.

Thank you for your assistance.

CMP \_\_\_\_\_

COM \_\_\_\_\_

CTR \_\_\_\_\_

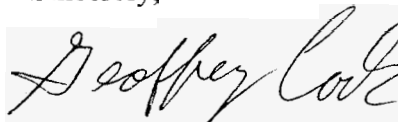
ECR \_\_\_\_\_

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MMS \_\_\_\_\_ Enclosures

Sincerely,

  
Geoffrey C. Cook

RCA \_\_\_\_\_ cc: Service List

SCR \_\_\_\_\_

SEC \_\_\_\_\_

OTH \_\_\_\_\_

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DOCUMENT NUMBER-DATE

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FPCO-COMMISSION CLERK

ORIGINAL

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

FLORIDA CABLE  
TELECOMMUNICATIONS ASSOCIATION,  
INC., COX COMMUNICATIONS GULF  
COAST, L.L.C., *et. al.*

*Complainants,*

v.

E.B. Docket No. 04-381

GULF POWER COMPANY,

*Respondent.*

**COMPLAINANTS' RESPONSES TO GULF POWER COMPANY'S  
FIRST SET OF INTERROGATORIES AND REQUESTS  
FOR PRODUCTION OF DOCUMENTS**

The Florida Cable Telecommunications Association, Inc., Cox Communications Gulf Coast, L.L.C., Comcast Cablevision of Panama City, Inc., Mediacom Southeast, L.L.C., and Bright House Networks, LLC ("Complainants"), hereby submit their responses to Gulf Power Company's ("Gulf Power" or "Plaintiff") First Set of Interrogatories and Requests for Production of Documents to Complainants, in accordance with Chief Administrative Law Judge Sippel's April 1 and April 15, 2005 Orders.<sup>1</sup>

<sup>1</sup> *In re Florida Cable Telecommunications Ass'n, Inc.; et al. v. Gulf Power Co.*, Order, EB Docket No. 04-381, FCC 05M-18 (rel. Apr. 1, 2005); *In re Florida Cable Telecommunications Ass'n, Inc. v. Gulf Power Co.*, Order, EB Docket No. 04-381, FCC 05M-23 (rel. Apr. 15, 2005).

03914 APR 21 03

FPSC-COMMISSION CLERK

I. **GENERAL OBJECTIONS**

In addition to the specific objections enumerated below, Complainants object to Gulf Power's First Set of Interrogatories and Requests for Production of Documents as follows:

1. Complainants object to each Request to the extent it requires Complainants to provide information not within their possession, custody or control.

2. Complainants object to any Requests that call for information not within their present knowledge or which seek to require Complainants to offer a narrative of their case.

3. Complainants object to the Requests to the extent that they are unreasonably cumulative or duplicative and to the extent that the information requested is already within the possession of Gulf Power or is otherwise obtainable from some other source that is more convenient, less burdensome, or less expensive.

4. Complainants object to the Requests to the extent that they seek discovery of information that is not relevant to any claim or defense raised by Complainants or Gulf Power and/or where the burden or expense of the proposed discovery would outweigh any benefit to Gulf Power of the discovery.

5. Complainants object to the Requests to the extent that they seek discovery of pure legal conclusions or contentions without any application to specific facts. Further, to the extent that any Request seeks discovery of Complainants' legal contentions in relation to specific facts, Complainants object to the Request as being premature.

6. The foregoing General Objections are hereby incorporated into each of the numbered answers to the Requests and each Request is answered subject to and without waiver of these General Objections.

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## II. RESPONSES TO INTERROGATORIES

**Gulf Power Interrogatory No. 1:** Please identify the individuals, other than outside counsel, who participated in responding to these interrogatories.

### **Complainants' Response:**

#### **Bright House Networks:**

Bruce Burgess, Bright House Networks General Manager for DeFuniak Springs and Century/Cantonment systems, 94 Walton Road, DeFuniak Springs, FL 32433, (tel.) 850-892-2382.

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#### **Comcast Cablevision of Panama City, Inc.:**

Steve Pozil, General Manager, 1316 Harrison Ave., Panama City, FL 32401, (tel.) 850-770-8050.

#### **Cox Communications Gulf Coast, L.L.C.:**

Keith Gregory, General Manager Cox Gulf Coast, 2205 La Vista Drive, Pensacola, FL 32504, (tel.) 850-857-4511.

Joe Brewster, Director of Community Affairs Cox Gulf Coast, 320 Racetrack Rd, NW, Fort Walton, FL 32547, (tel.) 850-314-8101.

Mark O'Ceallaigh, Director of Network Operations, 320 Racetrack Rd, NW, Fort Walton, FL 32547, (tel.) 850-314-8100.

Florida Cable Telecommunications Association, Inc.: Michael A. Gross, Vice

President – Regulatory Affairs and Regulatory Counsel, 246 East Sixth Ave., Suite 100, Tallahassee, FL 32303, (tel.) 850-681-1990.

Mediacom Southeast, L.L.C.:

Michael R Smith, Former Regional Vice President, 1613 Nantahala Beach Road, Gulf Breeze, FL 32563, (tel.) 850-934-7701.

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David Servies, Regional Vice President, 1613 Nantahala Beach Road, Gulf Breeze, FL 32563, (tel.) 850-934-7701.

Shayne Routh, Technical Operation Manager, 1613 Nantahala Beach Road, Gulf Breeze, FL 32563, (tel.) 850-934-2565.

Crystal Flippo, Business Manager, 1613 Nantahala Beach Road, Gulf Breeze, FL 32563, (tel.) 850-934-2576.

Carrie Boggs, Administrative Assistant, 1613 Nantahala Beach Road, Gulf Breeze, FL 32563, (tel.) 850-934-2551.

Sam Simpson, Administrative Assistant, 1613 Nantahala Beach Road, Gulf Breeze, FL 32563, (tel.) 850-934-2571.

Kitty Wittington, Administrative Assistant, 1613 Nantahala Beach Road, Gulf Breeze, FL 32563, (tel.) 850-934-2561.

In addition, two expert witnesses retained by the Florida Cable and Telecommunications Association participated in responding to Interrogatory Nos. 6 and 7. Complainants, however, object to providing the names and contact information for

these persons at this stage in the proceeding on the grounds that the parties have been ordered to identify and exchange summaries and curriculum vitae of experts on November 18, 2005, well in advance of depositions scheduled to occur November 28 – December 12, 2005. Thus, Complainants will identify these experts on November 18, 2005.

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**Gulf Power Interrogatory No. 2:** Please identify any cable company operating within Gulf Power's service territory whose assets you have acquired, or from whom you have taken as assignment of a pole attachment agreement, since June 2000, and state the date of acquisition or assignment.

**Complainants' Response:** Complainants object to this interrogatory on the grounds that the undefined reference to "Gulf Power's service territory" is vague and ambiguous. Cable operators do not know the precise bounds of Gulf Power's service territory and Gulf Power has provided no definition or description of its "service territory." In addition, Complainants object to the time period requested in this interrogatory. The scope of the Complaint at issue in this proceeding encompasses the time period from 2000 – 2001. Assignments or acquisitions occurring after this time period are not relevant. Subject to and without waiving the foregoing objections, Complainants respond as follows:

Bright House Networks: Time Warner Entertainment-Advance/Newhouse Partnership (dba Time Warner Cable) assigned its cable systems in DeFuniak Springs and Century/Cantonment to a wholly-owned subsidiary, Bright House Networks, LLC, on December 31, 2002.

Comcast Cablevision of Panama City, Inc.:

None.

Cox Communications Gulf Coast, L.L.C.:

None.



Florida Cable Telecommunications Association, Inc.: The Florida Cable Telecommunications Association, Inc. represents cable operators in the state of Florida and does not itself own or operate cable assets or provide communications services.

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Mediacom Southeast, L.L.C.: Mediacom acquired the Mallard cable properties in February 2004. The areas in Florida that it acquired included East Milton, Baker, Holt and Port St Joe.

**Gulf Power Interrogatory No. 3:** Please identify each and every member of the Florida Cable Telecommunications Association who offers service, of any type, within Gulf Power's service territory, and identify the type of service provided (*e.g.*, CATV, telecom, internet, commingled, etc.).

**Complainants' Response:** Complainants object to this interrogatory again on the grounds that the undefined reference to "Gulf Power's service territory" is vague and ambiguous. Cable operators do not know the precise bounds of Gulf Power's service territory and Gulf Power has provided no definition or description of its "service territory."

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Complainants further object that the types of service provided by cable operators are irrelevant to this proceeding. In addition, in the event a cable operator is providing telecommunications service, for example, it is virtually impossible to identify with specificity which attachments are being used to provide the service.

Complainants also object that this interrogatory is overbroad until the Presiding Officer in this proceeding (*i.e.*, Chief Administrative Law Judge Sippel) determines which specific poles (1) are "full" and (2) have another entity seeking to attach or are subject Gulf Power's own higher-valued use.

Finally, Complainants object to this interrogatory on the grounds that it is entirely irrelevant to the inquiry in this proceeding because the services provided by cable operators have no bearing on capacity or compensation.

Subject to and without waiving the foregoing objections, Complainants respond as follows:

Bright House Networks: Bright House provides cable video service and high-speed Internet service over its attachments to Gulf Power's poles.

Comcast Cablevision of Panama City, Inc.: Comcast provides cable video service and high-speed Internet service over its attachments to Gulf Power's poles.

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Cox Communications Gulf Coast, L.L.C.: Cox provides cable video service and high-speed Internet services within its service territory. In addition, Cox provides some telecommunications services on a limited basis.

Florida Cable Telecommunications Association, Inc.: The Florida Cable Telecommunications Association, Inc. represents cable operators in the state of Florida and does not independently provide communications services.

Mediacom Southeast, L.L.C.: Mediacom provides cable video service and high-speed Internet service over its attachments to Gulf Power's poles.

**Gulf Power Interrogatory No. 4:** How many attachments do you currently have on Gulf Power's distribution pole network? How many did you have in 2000, 2001, 2002, 2003 and 2004?

**Complainants' Response:** Complainants object to this interrogatory again on the grounds that they have already provided this information in the form of the Gulf Power invoices, pole survey results, and correspondence regarding the same, submitted to Gulf Power during the January 11, 2005 production and exchange of documents. The Florida Cable Telecommunications Association, Inc. represents cable operators in the state of Florida and does not maintain its own attachments on Gulf Power's distribution pole network.

**Gulf Power Interrogatory No. 5:** For the attachments identified in response to interrogatory number 4, how many currently are used to offer or provide a service other than CATV only? What service(s) is (are) being offered or provided? When did you start offering such service(s)?

**Complainants' Response:** Complainants object to this interrogatory for the reasons articulated in response to Gulf Power Interrogatory No. 3. Subject to and without waiving the foregoing objections, Complainants respond as follows:

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Bright House Networks: In August 2003, Bright House began providing high-speed Internet service in all Gulf Power areas with the exception of Chipley and Graceville, Florida.

Comcast Cablevision of Panama City, Inc.: Comcast launched high-speed Internet service in mid-1999.

Cox Communications Gulf Coast, L.L.C.: Cox began providing high-speed Internet services within its service territory in 2000. Cox began providing telecommunications services on a limited basis in 2001.

Florida Cable Telecommunications Association, Inc.: The Florida Cable Telecommunications Association, Inc. represents cable operators in the state of Florida and does not provide its own on communications services.

Mediacom Southeast, L.L.C.: Mediacom began offering high-speed Internet service over its attachments to Gulf Power's poles in its Gulf Breeze service area in November 1999 and in the Milton service area in March of 2000.

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**Gulf Power Interrogatory No. 6:** Under what circumstances, if any, would you describe a pole as “full” or “crowded” as those terms are used in the APCo v. FCC opinion? If you draw a distinction between “full” and “crowded,” as used in APCo v. FCC, please answer for both.

**Complainants’ Response:** Complainants object to this interrogatory on the grounds that it calls for a legal conclusion and is premised on the assumption that the terms “full” and “crowded” have equal application in this proceeding. By answering this interrogatory, Claimants do not concede or accept Gulf Power’s assumption. Subject to and without waiving the foregoing objections, Complainants respond as follows:

As an initial matter, Complainants emphasize that the standard articulated by the U.S. Court of Appeals for the Eleventh Circuit that governs this evidentiary hearing unambiguously addresses only poles that are “at full capacity.” Specifically, the Eleventh Circuit held:

In short, before a power company can seek compensation above marginal cost, it must show with regard to each pole that (1) the pole is *at full capacity* and (2) either (a) another buyer of the space is waiting in the wings or (b) the power company is able to put the space to a higher-valued use with its own operations. Without such proof, any implementation of the Cable Rate (which provides for much more than marginal cost) necessarily provides just compensation. While this analysis may create what appears to be an anomaly – a power company whose poles are not “*full*” can charge only the regulated rate (so long as that rate is above marginal cost), but a power company whose poles are, in fact, *full* can seek just compensation – this result is in accordance with the economic reality that there is no “lost opportunity” foreclosed by the government unless the two factors are present.<sup>2</sup>

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<sup>2</sup> *Alabama Power Co. v. FCC*, 311 F.3d 1357, 1370-71 (11<sup>th</sup> Cir. 2002) (emphasis added) (footnote omitted) (“*APCo v. FCC*”).

Complainants maintain that alternative circumstances under which Gulf Power may assert that a pole is “crowded,” but not “full,” are not relevant to the test that is determinative in this case. Not only did the Bureau state in its *Hearing Designation Order* that the *APCo v. FCC* “full capacity” test is the standard that Gulf Power must satisfy,<sup>3</sup> but Gulf Power itself has indicated that it must establish that poles are full, rather than crowded.<sup>4</sup> Further, the Court in this proceeding affirmed that “full capacity” is the proper standard in this hearing and rejected use of the term “crowded” or “crowding:”

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The parties should be more consistent in terminology in describing pole utilization as “full capacity” or “fully utilized”. The term “pole crowding” is ambiguous. The Eleventh Circuit holds there to be no right to consider more than marginal costs unless a pole is at “full capacity,” which standard of proof was adopted by the Commission.<sup>5</sup>

Nevertheless, the Eleventh Circuit’s passing references to railroad lines and pole space being “crowded” intermingled within the same paragraph discussing pole space that must be at “full capacity” or “full” and precluding the rental of that space to others demonstrates that the Court interpreted “crowded” poles to mean poles that are “at full

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<sup>3</sup> See *Hearing Designation Order* (rel. Sept. 27, 2004) at ¶ 3, n.17, ¶ 5 and n. 21.

<sup>4</sup> Although Gulf Power counsel noted the Eleventh Circuit’s statement that Alabama Power never alleged that its poles were “crowded,” it conceded that the governing standard is poles that are full. See December 13, 2004 Prehearing Conference at 53 (“Mr. Langley: That’s because the whole notion of crowding were [sic] the requirement of having a full pole before you can receive constitutional just compensation – it was never there until APCO v. FCC. So one thing that we need to put in the proper time perspective is this opinion. This is and I think they would agree, the first instance in which any judicial body has said, before you are entitled to something more than the regulated rate, you must first demonstrate that your property is rivalrous. That it’s full.”). Complainants in no way agree or concede that the terms “rivalrous” and “full” are synonymous. As stated *supra*, the *APCo v. FCC* test requires that Gulf Power demonstrate that poles are “at full capacity.” Complainants emphasize that the term “rivalrous” means only that it may be theoretically possible for a pole to reach the condition of “full capacity,” not that it automatically is “at full capacity.”

<sup>5</sup> See *In re Florida Cable Telecommunications Ass’n, Inc., et al. v. Gulf Power Co.*, Order, EB Docket No. 04-381, FCC 05M-23 at 5 (rel. Apr. 15, 2005) (citation omitted).



capacity.”<sup>6</sup> To the extent that Gulf Power may seek to substitute its own undefined, alternative notion of “crowding” that contemplates something less than full pole capacity,<sup>7</sup> such an attempt would depart from the *APCo v. FCC* test applicable to this hearing.

The first part of the *APCo v. FCC* test provides for one situation of limited applicability – a pole that the parties agree has no more possible capacity – that might lead to a circumstance in which a pole may be “at full capacity.” Complainants oppose any suggestion that Gulf Power has unqualified power to make the sole determination that a pole has insufficient capacity to accommodate another attacher. Complainants maintain that the determination that a pole is “at full capacity” is informed by the Eleventh Circuit’s earlier decision in *Southern Company v. FCC*, in which the Court held that the parties must agree that expansion of capacity is not possible.<sup>8</sup> Thus, the parties must mutually agree that a pole is “at full capacity.”

Complainants cannot describe all possible circumstances in which the parties might agree that a pole is at full capacity, as specific field conditions vary dramatically and attachment scenarios may have countless permutations based on the number and type of attachments. Nevertheless, Complainants believe that this agreement would require the following steps. First, the parties must survey all attachments on the pole at issue, measure the spacing between such attachments and all associated equipment, and ensure that all attachments and equipment comply with applicable safety codes and reasonable

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<sup>6</sup> *APCo v. FCC* at 1370.

<sup>7</sup> See Gulf Power Company’s Reply to Complainants’ Opposition to Petition for Reconsideration at 6-7 and n.4 (stating that one foot of remaining space on a pole for an additional attacher, after presuming attachments by electric, ILEC, CLEC and cable, was sufficient evidence of “crowding” to demonstrate lost opportunity under the *APCo v. FCC* standard) (filed Aug. 13, 2003); Description at n.4 (explaining that weight and wind loading on a pole may result in crowding on the pole) and ¶ 10 (suggesting generally that it intends to introduce testimony concerning pole “crowding” and the rivalrous attribute of pole space).

<sup>8</sup> *Southern Co. v. FCC*, 293 F.3d 1338, 1347 (11<sup>th</sup> Cir. 2002).

construction standards, including the National Electric Safety Code (“NESC”). If any NESC violations exist, reasonable engineering corrections must be designed and implemented. If space is not available for the proposed new attachment, the parties must consider rearrangement of communication attachments and/or electric attachments and conductor loops for reasonably efficient use of available pole space. Second, after determining whether all attachments comply or can comply with the NESC and reasonable spacing requirements, the parties must agree whether or not the pole has actual capacity to accommodate the new attachment being sought. Consistent with Commission precedent, reservations of space, without actual use, may not render a pole “at full capacity.”<sup>9</sup> Third, if the parties agree that a pole has insufficient actual space or strength to accommodate the new attachment after reasonable rearrangement of facilities is considered, then the parties must agree (a) whether the pole can be changed out to a taller and/or stronger pole or an existing pole can be strengthened through additional guying, or (b) whether Gulf Power could accommodate additional attachments through the use of extension arms and boxing arrangements, so long as these arrangements comply with the National Electrical Safety Code and other applicable safety standards. The long history and evidence of Gulf Power’s pole facilities rearrangements, pole change-outs and guying – as required by contract between Gulf Power and Complainants – demonstrates that these make-ready practices regularly occur in the ordinary course of

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<sup>9</sup> *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers*, Order on Reconsideration, 14 FCC Rcd. 18049, ¶¶ 9, 54, 65, 67 (1999), *aff’d Southern Co. v. FCC*, 293 F.3d 1338 (11<sup>th</sup> Cir. 2002); *See Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers*, 11 FCC Rcd. 15499, ¶ 1167-69 (1996).

business.<sup>10</sup> The new attacher pays all costs associated with the pole rearrangements, change-outs and guying.<sup>11</sup>

A pole may be said to be “at full capacity” only in limited circumstances where the parties agree that (1) the pole is configured in a manner that maximizes utilization of the pole (*i.e.*, the number of possible attachments that could be placed on the pole) in accordance with applicable safety codes and generally applicable engineering principles, ~~and either (2)(a) no larger pole is available for change-out, (b) the NESC or applicable~~ zoning regulations prohibit changing-out to a taller pole, or (c) the pole change-out may not occur due to legitimate concerns of “safety, reliability and generally applicable engineering purposes.”<sup>12</sup> For example, a layer of impenetrable rock may exist underneath the pole precluding a taller pole from being sunk low enough in the ground as required by applicable engineering codes; a height limit may be imposed by the Federal Aviation Administration for poles in a given geographic area; an overpass or other cables or wires (*e.g.*, electric transmission lines, streetcar wires, etc.) might interfere with placement of a taller pole; or a 60 foot pole might have so many attachments as to render it “full,” and no taller 65 foot pole exists in inventory. These illustrative examples are by no means exhaustive, but give a sense as to the limited circumstances in which the parties would agree that a pole is “at full capacity.”

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<sup>10</sup> See Complaint, Exhibits 3, 4 and 5 at ¶ 12; Supplement, Exhibit 5, ¶ 12 (Pole Attachment Agreements between Gulf Power and Complainants in which Gulf Power expressly agreed to substitute poles where an existing pole is “too short, or inadequate,” provided that Complainants reimburse Gulf Power for all necessary make-ready involved.).

<sup>11</sup> See *APCO v. FCC* at 1368-69.

<sup>12</sup> 47 U.S.C. § 224(f)(2).

**Gulf Power Interrogatory No. 7:** Do you contend that any pole that can be changed-out to expand capacity pursuant to sound engineering practice is by definition neither “full” nor “crowded,” as those terms are used in APCo v. FCC?

**Complainants’ Response:** Complainants object to this interrogatory on the grounds that it calls for a legal conclusion and is premised on the assumption that the terms “full” and “crowded” have equal application in this proceeding. Complainants ~~further object that this interrogatory erroneously implies that additional capacity is~~ available only by changing-out a pole, without considering other practices that would result in additional capacity on a pole. By answering this interrogatory, Claimants do not concede or accept Gulf Power’s assumption. Subject to and without waiving the foregoing objections, Complainants respond as follows:

Complainants incorporate by reference their response to Gulf Power Interrogatory No. 6, *supra*, and state that any pole that can be rearranged, strengthened as by additional guying, changed-out, or equipped with extension arms and/or boxing arrangements, or that has been rearranged, changed-out or outfitted with extension arms and/or boxing arrangements in the past in accordance with applicable safety codes and generally applicable engineering principles to allow for the more efficient utilization of capacity for additional attachments would not entitle Gulf Power to claim that a pole is “at full capacity.”

**Gulf Power Interrogatory No. 8:** Please identify each and every fact witness you intend to call at the trial of this case. For each witness identified, please provide a brief statement as to the subject matter about which you expect such witness will testify.

**Complainants' Response:** Complainants object to this interrogatory on the grounds that it is premature. This Hearing Designation Proceeding is still in the early ~~stages of discovery. Complainants will need to review and evaluate~~ Gulf Power's answers and documents in response to Complainants' First Set of Interrogatories and First Set of Requests for Production of Documents before they can designate fact witnesses and the specific subject matter of their testimony. Accordingly, it is not possible for Complainants to know whom it intends to call as a fact witness at this time. At such time as Complainants determine which fact witnesses they intend to call at trial, Complainants will notify Gulf Power and provide that witness's prefiled testimony.

**Gulf Power Interrogatory No. 9:** Please identify each and every document or thing you intend to use as an exhibit or demonstrative aid at the trial of this matter.

**Complainants' Response:** Complainants object to this interrogatory on the grounds that it is premature given the early stages of discovery in this proceeding. As explained in response to Gulf Power Interrogatory No. 8, Complainants will need to ~~review and evaluate Gulf Power's answers and documents in response to Complainants'~~  

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First Set of Interrogatories and First Set of Requests for Production of Documents before they can determine which, if any, documents or things they intend to use as exhibits or demonstrative aids at trial. At such time as Complainants determine such exhibits or demonstrative aids they may potentially use at the trial in this proceeding, Complainants will notify Gulf Power.

**Gulf Power Interrogatory No. 10:** Please identify the total number of poles, along with each pole's location, that have required make-ready in the form of change-out or additional guying prior to your attachment on any poles between June 2000 and the present.

**Complainants' Response:** Complainants object to this interrogatory on the grounds that they have already provided business records containing this information in the form of pole permit applications and Gulf Power make-ready and engineering invoices submitted during the January 11, 2005 production and exchange of documents. In addition, Complainants object to the time period requested in this interrogatory. The scope of the Complaint at issue in this proceeding encompasses the time period from 2000 – 2001. Any pole change-out or additional guying outside of this time period is not relevant.

**Gulf Power Interrogatory No. 11:** Do you own or control any poles, ducts, or conduit (anywhere, not just within Gulf Power's service territory) that you lease, in whole or in part, to any third party? If the answer is yes, please identify where such facilities are located, when they were built, to whom you are leasing, at what rate or fee you are leasing, and how such rate or fee was negotiated or computed.

**Complainants' Response:** Complainants object to this interrogatory on the grounds that it is overly broad and unduly burdensome, as it requests information regarding ownership or control of poles, ducts, or conduit throughout the entire country, without any limitation as to geographic scope. Complainants further object to this interrogatory as wholly irrelevant to Gulf Power's ability to prove any amount exceeding marginal costs to which it may claim to be entitled.



**Gulf Power Interrogatory No. 12:** Do any of your pole attachments (anywhere, not just within Gulf Power's service territory) host third-party overlashers? If the answer is yes, please identify how many, whether you charge the third-party overlasher, and in what amount you charge the third-party overlasher.

**Complainants' Response:** Complainants object to this interrogatory on the grounds that it is overly broad and unduly burdensome, as it requests information ~~regarding the hosting of third-party overlashers throughout the entire country, without~~ any limitation as to geographic scope. Complainants further object to this interrogatory as wholly irrelevant to Gulf Power's ability to prove any amount exceeding marginal costs to which it may be entitled. .

**RESPONSES TO GULF POWER REQUESTS FOR PRODUCTION**

**Gulf Power Request for Production No. 1:** Please produce any and all facilities location maps (not previously produced) that reflect any attachment of Gulf Power's distribution poles.

**Complainants' Response:** Complainants have already provided these facilities location maps in their January 11, 2005 production and exchange of documents.

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**Gulf Power Request for Production No. 2:** Please produce any and all engineering studies performed by you or on your behalf relating in any way to your attachments to Gulf Power's distribution poles.

**Complainants' Response:** Complainants have already provided any existing engineering studies in their January 11, 2005 production and exchange of documents.

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**Gulf Power Request for Production No. 3:** Please produce any and all documents that evidence or reflect attachments, other than your own, on Gulf Power's distribution poles.

**Complainants' Response:** Complainants object to this request on the grounds that it is overly broad, vague and irrelevant because it is not confined to poles on which Cable Operator Complainants are attached. Subject to and without waiving the foregoing objections, Complainants state that, to the extent these documents exist at all, they have been previously included in the January 11, 2005 production and exchange of documents.

**Gulf Power Request for Production No. 4:** Please produce any studies, reports, or analyses performed by you, or on your behalf, to evaluate whether any of Gulf Power's poles upon which you are attached are "crowded" or "full."

**Complainants' Response:** Complainants currently have no studies, reports, or analyses evaluating whether any of Gulf Power's poles to which they are attached are "crowded" or "full."

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**Gulf Power Request for Production No. 5:** Please produce any pole/attachment audits or pole/attachment counts performed by you or on your behalf that relate in any way to any distribution poles owned by Gulf Power.

**Complainants' Response:** Complainants object to this request for production on the grounds that it is vague, overly broad and unduly burdensome with respect to its failure to specify a time period for the requested pole/attachment audits or pole/attachment counts. Subject to and without waiving the foregoing objections, Complainants state that, to the extent these documents exist at all, they have been previously included in the January 11, 2005 production and exchange of documents, as supplemented by documents, numbered 006659 COM – 006677 COM, which are being produced herewith.

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**Gulf Power Request for Production No. 6:** Please produce all documents that reflect any leasing arrangements identified in response to interrogatory number 11.

**Complainants' Response:** Complainants object to this request for production on the grounds that it is overly broad and unduly burdensome, as it requests information regarding ownership or control of poles, ducts or conduit throughout the entire country, without any limitation as to geographic scope. Complainants further object to this request for production as wholly irrelevant to Gulf Power's ability to prove any amount exceeding marginal costs to which it may claim to be entitled.

**Gulf Power Request for Production No. 7:** Please produce all documents relating to any make-ready work performed in connection with the poles/attachments identified in your response to interrogatory number 10.

**Complainants' Response:** Complainants object that this request for production is vague, overly broad and unduly burdensome on the grounds that the time period requested exceeds the scope of this proceeding. The scope of the Complaint at issue in this proceeding encompasses the 2000 – 2001 period. Any pole change-out or additional guying performed outside of this time period is not relevant. Subject to and without waiving the foregoing objections, Complainants have already provided these documents in the form of pole permit applications and Gulf Power make-ready and engineering invoices submitted during the January 11, 2005 production and exchange of documents, as supplemented by documents, numbered 006659 COM – 006677 COM, which are being produced herewith.



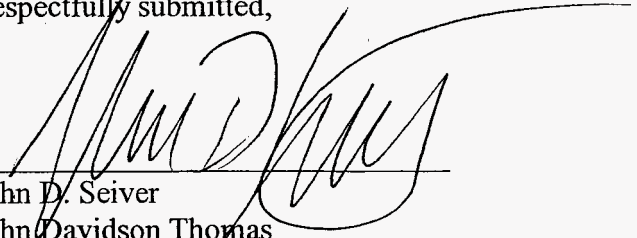
**Gulf Power Request for Production No. 8:** Please produce any reports, or memoranda prepared for your board of directors or shareholders that reference, in any way, your attachments to Gulf Power's distribution poles or the fee or rate paid for your attachments.

**Complainants' Response:** Complainants object to this request to the extent that it seeks reports, memoranda or documents covered by the attorney-client ~~privilege or attorney work product and on the ground that the request is overly~~ burdensome and unreasonable. Subject to and without waiving the foregoing objections, Complainants have already provided non-privileged documents addressing documents covered by this request submitted during the January 11, 2005 production and exchange of documents.

**Gulf Power Request for Production No. 9:** Please produce any and all documents and things you intend to use as exhibits or demonstrative aids at the trial of this case.

**Complainants' Response:** Complainants object to this request for production on the grounds that it is premature given the early stages of discovery in this proceeding. As explained in response to Gulf Power Interrogatory No. 9, Complainants will need to review and evaluate Gulf Power's answers and documents in response to Complainants' First Set of Interrogatories and First Set of Requests for Production of Documents before determining which, if any, documents or things they intend to use as exhibits or demonstrative aids at trial.

Respectfully submitted,



John D. Seiver  
John Davidson Thomas  
Geoffrey C. Cook  
Brian M. Josef  
**COLE, RAYWID & BRAVERMAN, LLP**  
1919 Pennsylvania Avenue, NW  
Washington, DC 20006  
(202) 659-9750

Michael A. Gross  
Vice President,  
Regulatory Affairs and  
Regulatory Counsel  
**FLORIDA CABLE**  
**TELECOMMUNICATIONS ASS'N, INC.**  
246 East Sixth Ave., Suite 100  
Tallahassee, FL 32303  
(850) 681-1990

Counsel for

**FLORIDA CABLE**  
**TELECOMMUNICATIONS ASSOCIATION,**  
**COX COMMUNICATIONS GULF COAST,**  
**L.L.C., COMCAST CABLEVISION OF**  
**PANAMA CITY, INC., MEDIACOM**  
**SOUTHEAST, L.L.C., and BRIGHT HOUSE**  
**NETWORKS, L.L.C.**

April 18, 2005

## CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing *Complainants' Responses to Gulf Power Company's First Set Of Interrogatories and Requests for Production of Documents* has been served upon the following by electronic mail and U.S. Mail on this the 18<sup>th</sup> day of April, 2005:

J. Russell Campbell  
Eric B. Langley  
Jennifer M. Buettner  
BALCH & BINGHAM LLP  
1710 Sixth Avenue North  
Birmingham, Alabama 35203-2015  
**Via Fax: (205) 226-8798**

Lisa Griffin  
Federal Communications Commission  
445 12th Street, S.W. – Room 5-C828  
Washington, D.C. 20554  
**Via Fax: (202) 418-0435**

Ralph A. Peterson  
BEGGS & LANE, LLP  
501 Commendencia Street  
Pensacola, Florida 32591  
**Via Fax: (850) 469-3330**

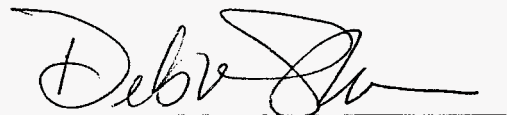
Shiela Parker  
Federal Communications Commission  
445 12th Street, S.W.  
Washington, D.C. 20554  
**Via Fax: (202) 418-0195**

Rhonda Lien  
Federal Communications Commission  
445 12th Street, S.W. – Room 4-C266  
Washington, D.C. 20554  
**Via Fax: (202) 418-0435**

Marlene H. Dortch, Secretary  
Federal Communications Commission  
Office of the Secretary  
445 12th Street, SW  
Washington, D.C. 20554

James Shook  
Federal Communications Commission  
445 12th Street, S.W. – Room 4-A460  
Washington, D.C. 20554  
**Via Fax: (202) 418-0435**

David H. Solomon  
Federal Communications Commission  
445 12th Street, S.W. – Room 7-C485  
Washington, D.C. 20554

  
Debra Sloan

One Energy Place  
Pensacola, Florida 32520

Tel 850.444.6111

July 9, 2001



Mr. Ronnie G. Colvin  
Area General Manager  
Comcast Cablevision of Panama City, Inc.  
1316 Harrison Avenue  
Panama City, Florida 32401

RE: 2001 Pole Attachment Backbilling

Dear Mr. Colvin:

Gulf Power Company recently completed the 2001 joint use pole count with BellSouth Telecommunications Company and Sprint-Florida Incorporated. We counted your cable company's attachments accompanied by representatives of your company. The count revealed unpermitted attachments by your company, so please find enclosed an invoice for the backbilling of the unpermitted attachments. The backbilling is calculated according to the provisions of the pole attachment agreement and the applicable semi-annual attachment charge per pole and includes all applicable fees, costs, and interest.

If you have any questions concerning this invoice or any dispute about the pole attachment charges and fees, please contact me at the following address and telephone number:

Michael R. Dunn  
Project Services Manager  
Gulf Power Company  
One Energy Place  
Pensacola, Florida 32520-0302  
(850-444-6422)

Sincerely,

A handwritten signature in cursive script that reads "M. R. Dunn".

Michael R. Dunn  
Project Services Manager

Enclosure

CERTIFIED MAIL: 7099 3400 0003 1941 1313

Company:

**Comcast Cablevision of Panama City, Inc.**

This invoice is for the backbilling of unpermitted attachments counted during the recent joint use pole count. The amount per pole and interest rate are as stated in our agreement. The total amount due also includes a \$1.00 per attachment permit fee, a \$25.00 per attachment penalty fee for unpermitted attachments in excess of 2% of the last reported total, and the cost of counting the attachments (if the count exceeded your permitted attachments by more than 5%).

<b>2001 Attachment Count</b>		<b>14,597</b>
Permitted as of 12/31/00	13,470	
Interim permits (01/01/01 - 06/30/01)	72	
<b>All Permits</b>		<b>13,542</b>
<b>Unpermitted attachments (Unper. Att.)</b>		<b>1,055</b>

Billing Period	Unpermitted Attachments	Amount Per Pole	Amount Owed	Interest (18% APR)	Principal + Interest
07/99 - 12/99	1,055	\$2.825	\$2,980.38	\$1,169.49	\$4,149.874
01/00 - 06/00	1,055	\$2.825	\$2,980.38	\$852.98	\$3,833.36
07/00 - 12/00	1,055	<del>\$10.032.825</del>	\$20,076.652980.38	\$3,613.79536.49	\$23,690.45 3,516.87
01/01 - 06/01	1,055	<del>\$19.032.825</del>	\$20,076.652980.38	\$1,806.89268.24	\$21,883.55 3,248.62
07/01 - 12/01	1,055	<del>\$20.302.825</del>	\$21,416.502980.38	NA	\$21,416.50 2,980.38
<b>Total Principal + Interest</b>					<b>\$74,973.73 17,729.11</b>

**One time Permit Fee of \$1.00 per attachment** \$1,055.00

**Penalty Fee [Unper. Att. - (All Permits x 2%)] x \$25** \$19,604.00

**Cost of pole count (2001 Attachment Count x \$0.25)** \$3,649.25

**Total Amount Due** **\$99,281.98 42,037.36**

If you have any questions concerning this invoice or any dispute about the pole attachment charges and fees, please contact:

Michael R. Dunn, Project Services Manager  
 Gulf Power Company  
 One Energy Place  
 Pensacola, Florida 32520-0302  
 (850-444-6422)

EXHIBIT B

APPLICATION FOR POLE ATTACHMENT PERMIT

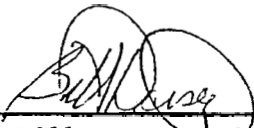
City of Panama City  
State of Florida  
County Bay  
Date 19 Feb. 02

NAME OF LICENSEE Comcast Cablevision of Panama City, Fl.

In accordance with the terms of Agreement dated July, 1998,  
application is hereby made for permit to make attachments to the following poles:

<u>Location/ Pole No.</u>	<u>TLN Map No.</u>	<u>Location and Type of Attachments</u>
-------------------------------	------------------------	---

See Attached Maps  
Hilited poles.

By   
Title Bill Dorsey, Plant Manager  
Licensee

Permit granted 02/19/02 ~~xxxxxx~~, except is subject to  
Licensee's approval below if pole rearrangements are required. Estimated cost of  
pole rearrangements required to provide space for attachments  
\$ -0- as shown on DSO No. none

GULF POWER COMPANY

By   
Title Power Delivery Manager  
Licensor

The above charges  
for rearrangements approved

By \_\_\_\_\_  
Title \_\_\_\_\_  
Licensee

Permit No. PC02-49  
Total Poles 29

EXHIBIT B

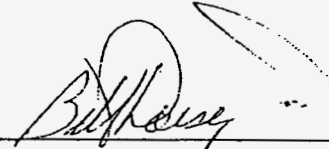
APPLICATION FOR POLE ATTACHMENT PERMIT

City of Panama City  
State of Florida  
County Bay  
Date March 18, 2002

NAME OF LICENSEE Comcast Cablevision of Panama City, FL.

In accordance with the terms of Agreement dated \_\_\_\_\_, 19\_\_\_\_,  
application is hereby made for permit to make attachments to the following poles:

<u>Location/ Pole No.</u>	<u>TLN Map No.</u>	<u>Location and Type of Attachments</u>
<u>See Attached Maps.</u>		

By   
Title Bill Dorsey, Plant Manager  
Licensee

Permit granted 03/18/02 ~~xxxxxxx~~ ~~19xxxxxx~~ except is subject to  
Licensee's approval below if pole rearrangements are required. Estimated cost of  
pole rearrangements required to provide space for attachments  
\$ -0- as shown on DSO No. non

GULF POWER COMPANY

By   
Title Power Delivery Manager  
Licensor

The above charges  
for rearrangements approved

By \_\_\_\_\_  
Title \_\_\_\_\_  
Licensee

Permit No. PC02-51  
Total Poles 3



One Energy Place  
Pensacola, Florida 32520  
Tel 850.444.6111



PLEASE RETURN INVOICE WITH PAYMENT TO

Gulf Power Company  
One Energy Place  
Pensacola, Florida 32520-0781

April 9, 2002  
Invoice No. 02-206

Comcast Cablevision of Panama City, Inc.  
ATTN. Shirley Nobles  
P. O. Box 311  
Panama City, Florida 32402

We Charge Your Account With: \$492.84

Pole Attachment rental for the period February 19, 2002 through June 30, 2002 at the annual rate of \$40.60 per pole. (Interim 1st quarter billing)

New: See Attachment	<u>32</u>	<u>492.84</u>
Total	<u>32</u>	<u>\$492.84</u>

DUE UPON RECEIPT

Any questions or communications disputing these charges should be directed to:

Name: Michael Dunn

Telephone: (904) 444-6422

For Internal Use Only:

Distribution:

1. Original - Customer
2. Corporate Accounting
3. Originating Department
4. Treasury
5. File Copy

Credit: 143-99501

Amount: \$492.84

Comcast Cablevision of Panama City, Inc.  
 ATTN. Shirley Nobles  
 P. O. Box 311  
 Panama City, Florida 32402

09-Apr-02

This charge reflects interim pole attachment rental for the periods listed below (at the annual rate of \$38.06 per pole).

LOCATION	RENTAL PERIOD	PERMIT NUMBER	No. of ATT's	POLE ATTACHMENT RENTAL CALCULATIONS				RENTAL FEE		
				Days / Year	X	RATE	X		No. ATTs	=
Panama City	2/19/02 thru 06/30/02	PC02-49	29	132 /365	X	\$40.60	X	29	=	\$425.80
Panama City	3/18/02 thru 06/30/02	PC02-51	3	105 /365	X	\$40.60	X	3	=	\$35.04
Total			<u>32</u>					<u>460.84</u>		

Total Permit Fees \$32.00

Invoice Total \$492.84

\* Permit Fee is a one time charge at the rate of \$1.00 per pole Attachment.

One Energy Place  
 Pensacola, Florida 32520  
 Tel 850.444.6111

PLEASE RETURN INVOICE WITH PAYMENT TO

Gulf Power Company  
 One Energy Place  
 Pensacola, Florida 32520-0781



January 14, 2002  
 Invoice No. 02-026

Comcast Cablevision of Panama City, Inc.  
 ATTN: Shirley Nobles  
 P. O. Box 311  
 Panama City, Florida 32402

We Charge Your Account With:

296,319.10

Semi-Annual pole attachment rental billing for the period January 1, 2002 through June 30, 2002,  
 at the annual rate of \$40.50 per pole.

	Attachment	Rates	Amount
Existing	13,542 X	2.825 <del>20.30</del>	274,902.60 - 38,256.15
Increase from audit	1,055 X	20.30 2.825	21,416.50 - 2,980.38
<b>Total</b>	<b>14,597</b>		<b>296,319.10</b> 41,236.53

Any questions or communications disputing these charges should be directed to:

Name: Michael Dunn

Telephone: (904) 444-6422

For Internal Use Only:

Distribution:

DUE UPON RECEIPT

- Original - Customer
- Corporate Accounting
- Originating Office
- Treasury
- File

Credit: 143-99501

BATCH # \_\_\_\_\_

PO NUMBER \_\_\_\_\_

VENDOR # \_\_\_\_\_

INV. AMT. \$ 41,236.53

ACCT. # 13505-000

ACCT. # \_\_\_\_\_

ACCT. # \_\_\_\_\_

ACCT. # \_\_\_\_\_

AMOUNT: \$296,319.10

AMOUNT: \$41,236.53

One Energy Place  
 Pensacola, Florida 32520  
 Tel 850.444.6111

PLEASE RETURN INVOICE WITH PAYMENT TO

Gulf Power Company  
 One Energy Place  
 Pensacola, Florida 32520-0781



January 14, 2002  
 Invoice No. 02-027

Comcast JOIN Holding, Inc.  
 c/o ComCast Cable  
 ATTN: Mr Ronnie G. Colvin  
 P. O. Box 311  
 Panama City, Florida 32402

We Charge Your Account With:

\$155,883.70

Semi-Annual pole attachment rental billing for the period January 1, 2002 through June 30, 2002,  
 at the annual rate of \$40.60 per pole.

	Number of Attachments	X	Semi-Annual Rate	=	Amount	\$
Existing attachments	7,060	X	3.125	=	\$143,318.00	22,062.50
Increase from audit	619	X	20.30	=	\$12,565.70	1,934.38
	<u>7,679</u>		3.125			
				Total Invoice At	<u>\$155,883.70</u>	23,996.88

Any questions or communications disputing these charges should be directed to:

Name: Michael Dunn

Telephone: (904) 444-6422

For Internal Use:

Distribution:

DUE UPON RECEIPT

1. Original - Customer
2. Corporate Accounting
3. Originating Department
4. Treasury
5. File

CREDIT: 143-99502

VENDOR # \_\_\_\_\_ BATCH # \_\_\_\_\_

INV. AMT. \$ 23,996.88 Amount: 23,996.88

ACCT # 13505-000

ACCT # \_\_\_\_\_

ACCT # \_\_\_\_\_

ACCT # \_\_\_\_\_

One Energy Place  
Pensacola, Florida 32520

850.444.6111

PLEASE RETURN INVOICE WITH PAYMENT TO

Gulf Power Company  
One Energy Place  
Pensacola, Florida 32520-0781



July 1, 2001  
Invoice No. 01-448

Comcast Cablevision of Panama City, Inc.  
ATTN. Shirley Nobles  
P. O. Box 311  
Panama City, Florida 32402

We Charge Your Account With:

274,902.60 38,256.15

Pole Attachment rental for the period July 1, 2001 through December 31, 2001 at the annual rate of \$38.06 per pole as stated in our contract.

	Attachment	Rates	Amount	
Existing	13,470 X	2.825 <del>30.30</del>	= 273,441.00	38,052.75
New Attachments: See Attached	72 X	2.825 <del>30.30</del>	= 1,461.60	203.40
<b>Total</b>	<u>13,542</u>		<u><del>\$274,902.60</del></u>	<u>38,256.15</u>

Any questions or communications disputing these charges should be directed to:

Name: Michael Dunn

Telephone: (904) 444-6422

For Internal Use Only:

Distribution:

1. Original - Customer
2. Corporate Accounting
3. Originating Department
4. Treasury
5. File

DUE UPON RECEIPT

Credit: 143-99501

Amount: ~~\$274,902.60~~ 38,256.15



# GULF POWER COMPANY



**Comcast Cablevision of Panama City, Inc.  
New attachments since last semi annual bill  
received through June 30th**

---

Panama City	2/20/01 thru 06/30/01	PC01-33	2
Panama City	2/26/01 thru 06/30/01	PC01-33	1
Panama City	2/16/01 thru 06/30/01	PC01-33	1
Panama City	3/6/01 thru 06/30/01	PC01-33	1
Panama City	3/5/01 thru 06/30/01	PC01-33	2
Panama City	4/4/01 thru 06/30/01	PC01-33	1
Panama City	5/14/01 thru 06/30/01	PC01-34	58
Panama City	5/21/01 thru 06/30/01	PC01-32	3
Panama City	6/26/01 thru 06/30/01	PC01-77	3

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One Energy Place  
 Pensacola, Florida 32520  
 850.444.6111

PLEASE RETURN INVOICE WITH PAYMENT TO

Gulf Power Company  
 One Energy Place  
 Pensacola, Florida 32520-0781



July 1, 2001  
 Invoice No. 01-449

Comcast JOIN Holding, Inc.  
 c/o ComCast Cable  
 ATTN. Mr Ronnie G. Colvin  
 P. O. Box 311  
 Panama City, Florida 32402

VOUCHER # \_\_\_\_\_ BATCH # \_\_\_\_\_  
 VENDOR # \_\_\_\_\_ PO NUMBER \_\_\_\_\_  
 INV. AMT. \$ 22,062.50 GEN. APPR. AD  
 ACCT# 410-13505-000 LINE # \_\_\_\_\_  
 \_\_\_\_\_ \$ \_\_\_\_\_  
 \_\_\_\_\_ DIST. AMT. \$ \_\_\_\_\_  
 \_\_\_\_\_ DIST. AMT. \$ \_\_\_\_\_  
 \_\_\_\_\_  
 REGION AUDIT BY \_\_\_\_\_ KEY PUNCHED BY \_\_\_\_\_

We Charge Your Account With:

22,062.50  
~~\$134,351.80~~

Semi-Annual Pole Attachment rental for the period July 1, 2001 through December 31, 2001 at the annual rate of \$38.06 per pole.

	Number of Attachments	X	Semi-Annual Rate	Amount
Existing attachments	7,060		<del>19.030</del> 3.125	<u>22,062.50</u> <del>\$134,351.80</del>
Total Invoice Amount				<u>22,062.50</u> <u>\$134,351.80</u>

Any questions or communications disputing these charges should be directed to:

Name: Michael Dunn Telephone: (904) 444-6422

For Internal Use:

- Distribution:
1. Original - Customer
  2. Corporate Accounting
  3. Originating Department
  4. Treasury
  5. File

DUE UPON RECEIPT

Credit: 143-99502

Amount: 22,062.50  
~~\$134,351.80~~



One Energy Place  
Pensacola, Florida 32520

850.444.6111

PLEASE RETURN INVOICE WITH PAYMENT TO:  
Gulf Power Company  
One Energy Place  
Pensacola, Florida 32520-0781



Comcast Cablevision of Panama City, Inc.  
ATTN: Shirley Nobles  
P. O. Box 311  
Panama City, Florida 32402

14,597

July 9, 2001  
Invoice No. 01-430

We Charge Your Account With:

\$ 99,281.98 42,037.36

This invoice is for the backbilling of unpermitted attachments counted during the recent joint use pole count. The amount per pole and interest rate are as stated in our agreement.

Amount of Bill  
(see attachment)

\$ 99,281.98 42,037.36

Any questions or communications disputing these charges should be directed to:

Name: Michael R. Dunn

Telephone: (850) 444-6422

Bill Account Number 143-99501

DUE UPON RECEIPT

For Internal Use Only:

Distribution:

1. Original - Customer
2. Corporate Accounting
3. Originating Department
4. Treasury
5. File Copy

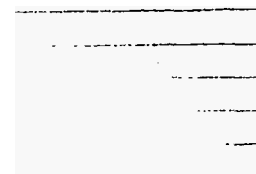
Credit Account 143-99501

Amount

\$ 99,281.98

42,037.36

VOUCHER # \_\_\_\_\_  
VEIP# \_\_\_\_\_  
INVOICE # 42,037.36  
ACCT# 410-13505-000  
ACCT# \_\_\_\_\_  
ACCT# \_\_\_\_\_  
ACCT# \_\_\_\_\_



One Energy Place  
Pensacola, Florida 32520

Tel 850.444.6111 **PLEASE RETURN INVOICE WITH PAYMENT TO**

**RECEIVED**  
JUL 15 2002

**Gulf Power Company**  
One Energy Place  
Pensacola, Florida 32520-0781



July 9, 2002  
Invoice No. 02-386

**Comcast Cablevision of Panama City, Inc.**  
ATTN. Shirley Nobles  
P. O. Box 311  
Panama City, Florida 32402

We Charge Your Account With: 297,293.50

Semi-Annual pole attachment rental billing for the period July 1, 2002 through December 31, 2002,  
at the annual rate of \$40.60 per pole.

	Attachment	Rates	Amount	
Existing	14,597 X	<del>20.30</del> = <sup>2.825</sup>	<del>296,319.10</del>	41,236.53
New Attachments	48 X	<del>20.30</del> = <sup>2.825</sup>	974.40	135.60
<b>Total</b>	<u>14,645</u>		<u>\$297,293.50</u>	<u>41,372.13</u>

SYSTEM: 410

INVOICE DATE: 7/9/02

APPROVAL: \_\_\_\_\_

PO NUMBER: \_\_\_\_\_

INVOICE #: 02-386

Any questions or communications disputing these charges should be directed to:

Name: Michael Dunn

ACCT/DEPT: \_\_\_\_\_

Telephone: (904) 444-1122

For Internal Use Only:

ACCT/DEPT: 13505-000

AMOUNT: \_\_\_\_\_

Distribution:

AUDIT BY: \_\_\_\_\_

DATE OF RECEIPT: \_\_\_\_\_

1. Original - Customer
2. Corporate Accounting
3. Originating Department
4. Treasury
5. File

FOR NO SYSTEM

REMITTANCE

Credit: 143-99501

Amount: \$297,293.50

41,372.13

Work & Cost Verified by

*B. Dorsey*

**GULF POWER COMPANY** 

**Comcast Cablevision of Panama City, Inc.  
New attachments since last semi annual bill  
received through June 30th**

---

<b>Panama City</b>	<b>2/19/02 thru 06/30/02</b>	<b>PC02-49</b>	<b>29</b>
<b>Panama City</b>	<b>3/18/02 thru 06/30/02</b>	<b>PC02-51</b>	<b>3</b>
<b>Panama City</b>	<b>4/15/02 thru 06/30/02</b>	<b>PC02-52</b>	<b>16</b>

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---

One Energy Place  
Pensacola, Florida 32520

Tel 850.444.6111

PLEASE RETURN INVOICE WITH PAYMENT TO

RECEIVED  
JUL 15 2002

Gulf Power Company  
One Energy Place  
Pensacola, Florida 32520-0781



July 9, 2002  
Invoice No. 02-387

Comcast JOIN Holding, Inc.  
c/o ComCast Cable  
ATTN. Mr Ronnie G. Colvin  
P. O. Box 311  
Panama City, Florida 32402

SYSTEM: 410  
INVOICE DATE: 7/9/02 APPROVAL: \_\_\_\_\_  
PO NUMBER: \_\_\_\_\_ INVOICE #: 02-387  
ACCT/DEPT: \_\_\_\_\_  
ACCT/DEPT: 13505-000 AMOUNT: \_\_\_\_\_  
ACCT/DEPT: \_\_\_\_\_ AMOUNT: \_\_\_\_\_  
AUDIT BY: \_\_\_\_\_ AMOUNT: \_\_\_\_\_

We Charge Your Account With: RETURN TO SYSTEM REMITTANCE \$155,883.70

Semi-Annual pole attachment rental billing for the period July 1, 2002 through December 31, 2002,  
at the annual rate of \$40.60 per pole.

	Number of Attachments	Semi-Annual X Rate	Amount
Existing attachments	7,679	X <del>20.30</del> =	<del>\$155,883.70</del> 23,996. <sup>88</sup>
	<u>7,679</u>	3.125	
		Total Invoice At	<u>\$155,883.70</u> 23,996. <sup>88</sup>

Any questions or communications disputing these charges should be directed to:  
Name: Michael Dunn Telephone: (904) 444-6422

For Internal Use:

- Distribution:
1. Original - Customer
  2. Corporate Accounting
  3. Originating Department
  4. Treasury
  5. File

DUE UPON RECEIPT

Credit: 143-99502

Amount: ~~\$155,883.70~~  
# 23,996.<sup>88</sup>

Work & Cost Verified by

One Energy Place  
Pensacola, Florida 32520  
850.444.6111

RECEIVED

JUL 16 2002



PLEASE RETURN INVOICE WITH PAYMENT TO

Gulf Power Company  
One Energy Place  
Pensacola, Florida 32520-0781

June 28, 2002  
Invoice No. 02-381

Comcast Cablevision of Panama City, Inc.  
ATTN. Shirley Nobles  
P. O. Box 311  
Panama City, Florida 32402

SYSTEM: 410  
INVOICE DATE: 6/28/02 APPROVAL: [Signature]  
We Charge Your Account With:          INVOICE #: 02-381 \$153.04  
PO NUMBER:          35.07 AD  
ACCT/DEPT:           
ACCT/DEPT: 13505000 AMOUNT: 35.07

Pole Attachment rental for the period April 15, 2002 through June 30, 2002 at the annual rate of \$40.60 per pole. (The first 2nd quarter billing) AMOUNT:         

RETURN TO SYSTEM          REMITTANCE

New: See Attachment                   16  
Total                   16

         35.07  
         153.04  
         35.07  
         153.04

DUE UPON RECEIPT

PC

Any questions or communications disputing these charges should be directed to:  
Name: Michael Dunn          Telephone: (904) 444-6422

For Internal Use Only:

Distribution:

- 1. Original - Customer
- 2. Corporate Accounting
- 3. Originating Department
- 4. Treasury
- 5. File Copy

Credit: 143-99501

Work & Cost Verified by [Signature]

Amount:          -\$153.04  
         35.07

Comcast Cablevision of Panama City, Inc.  
 ATTN. Shirley Nobles  
 P. O. Box 311  
 Panama City, Florida 32402

June 27, 2002

This charge reflects interim pole attachment rental for the periods listed below (at the annual rate of \$38.06 per pole).

LOCATION	RENTAL PERIOD	PERMIT NUMBER	No. of ATT's	POLE ATTACHMENT RENTAL CALCULATIONS			RENTAL FEE
				Days / Year	X RATE	X No. ATTs	\$
Panama City	4/15/02 thru 06/30/02	PC02-52	16	77 / 365	X <del>\$40.60</del>	X 16	= <del>\$137.04</del>
					2.825		
					x 2		
					<u>5.65</u>		
		<b>Total</b>	<u>16</u>				<u>137.04</u>

*Handwritten:* 19.07  
 19.07

Total Permit Fees \$16.00

Invoice Total ~~\$153.04~~  
*Handwritten:* \$35.07

\* Permit Fee is a one time charge at the rate of \$1.00 per pole Attachment.

One Energy Place  
 Pensacola, Florida 32520  
 Tel 950.444.6111

RECEIVED  
 JAN 17 2002

PLEASE RETURN INVOICE WITH PAYMENT TO

Gulf Power Company  
 One Energy Place  
 Pensacola, Florida 32520-0781



SYSTEM: 410  
 INVOICE DATE: 1-10-03 APPROVAL: \_\_\_\_\_  
 INVOICE #1: 03-043  
 AMOUNT: \_\_\_\_\_  
 AMOUNT: \_\_\_\_\_  
 AMOUNT: \_\_\_\_\_  
 Remittance to: Edcomcast Cablevision of Panama City, Inc.  
ATTN: Shirley Nobles  
P. O. Box 311  
Panama City, Florida 32402

January 10, 2003  
 Invoice No. 03-043

We Charge Your Account With: 297,293.50

Semi-Annual pole attachment rental billing for the period January 1, 2003 through June 30, 2003, at the annual rate of \$40.60 per pole.

	Attachment	Rates	Amount
Existing	14,645 X	<del>20.30</del> 2.825	= 297,293.50
New Attachments	0 X	20.30	= 0.00
<b>Total</b>	<u>14,645</u>		<u><del>\$297,293.50</del> 41,327.<sup>13</sup></u>

Any questions or communications disputing these charges should be directed to:  
 Name: Michael Dunn Telephone: (904) 444-6422

- For Internal Use Only:
- Distribution:
1. Original - Customer
  2. Corporate Accounting
  3. Originating Department
  4. Treasury
  5. File

DUE UPON RECEIPT

Credit: 143-99501

Amount: ~~\$297,293.50~~  
 41,327.<sup>13</sup>

Work & Cost Verified by  
30

One Energy Place  
Pensacola, Florida 32520

Tel 950.444.6111

RECEIVED

IAN 17 2002

PLEASE RETURN INVOICE WITH PAYMENT TO

Gulf Power Company  
One Energy Place  
Pensacola, Florida 32520-0781



January 10, 2003  
Invoice No. 03-044

Comcast JOIN Holding, Inc.  
c/o ComCast Cable  
ATTN: Mr Ronnie G. Colvin  
P. O. Box 311  
Panama City, Florida 32402

ACCOUNT NO.	110-03	ADDITIONAL
INVOICE NO.		INVOICE NO. 03-044
DATE		
AMOUNT		AMOUNT
AMOUNT		AMOUNT
AMOUNT		AMOUNT
AMOUNT		AMOUNT
AMOUNT		AMOUNT

We Charge Your Account With:

\$155,883.70

Semi-Annual pole attachment rental billing for the period January 1, 2003 through June 30, 2003, at the annual rate of \$40.60 per pole.

	Number of Attachments	Semi-Annual X Rate	Amount
Existing attachments	7,679	X <del>20.30</del> 31.25	= \$155,883.70 23,996.88
	<u>7,679</u>		
		Total Invoice At	<u>\$155,883.70</u> 23,996.88

Any questions or communications disputing these charges should be directed to:

Name: Michael Dunn

Telephone: (904) 444-6422

For Internal Use:

Distribution:

1. Original - Customer
2. Corporate Accounting
3. Originating Department
4. Treasury
5. File

DUE UPON RECEIPT

Credit: 143-99502

Amount: \$155,883.70

Work & Cost Verified by

23,996.88

*(Signature)*