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EMBARQ™

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November 7, 2007

REDACTED

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1003

Ms. Ann Cole
Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

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070678-TL

RE: Docket No. _____, Petition by Embarq Florida, Inc. under section 364.025(6)(d), Florida Statutes, for relief from its carrier of last resort obligations in the Greater Lakes/Sawgrass Bay subdivision in Lake County, Florida

Dear Ms. Cole:

Enclosed for filing on behalf of Embarq Florida, Inc. is the original and seven (7) copies of Embarq's redacted Petition for Waiver of relief from its carrier of last resort obligations in the Greater Lakes/Sawgrass Bay subdivision in Lake County, Florida.

Redacted copies are being served on the parties pursuant to the attached certificate of service.

ck:1 Please acknowledge receipt of this filing by stamping and initialing a copy of this letter and returning same to the courier. If you have any questions, please do not hesitate to call me at 850/599-1560.

Sincerely,

Susan S. Masterton
st Susan S. Masterton

DOCUMENT NUMBER - DATE

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Susan S. Masterton
SENIOR COUNSEL
Voice: (850) 599-1560
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susan.masterton@embarq.com

CERTIFICATE OF SERVICE
DOCKET NO. _____

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by hand delivery (*) or overnight mail (**) this 7th day of November, 2007 to the following:


Patrick Wiggins (*)
Florida Public Service Commission
2540 Shumard Oak Blvd
Tallahassee, FL 32399-0850

Beth Salak (*)
Florida Public Service Commission
2540 Shumard Oak Blvd
Tallahassee, FL 32399-0850

Mr. James Fant (**)
Chairman Greater Lakes/Sawgrass Bay
Community Development District
3434 Coldwell Avenue
Tampa, FL 33614

Mr. Richard Jerman (**)
Engle Homes Inc.
11315 Corporate Blvd.
Orlando, FL 32817

Mr. Jeff Sellers (**)
Deluca Homes
400 International Parkway, Suite 400
Lake Mary, FL 32746



Susan S. Masterton

REDACTED

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Petition by Embarq Florida, Inc. under section 364.025(6)(d), Florida Statutes, for relief from its carrier of last resort obligations in the Greater Lakes/Sawgrass Bay subdivisions in Lake County, Florida	Docket No. <u>070678</u> Filed: November 7, 2007
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EMBARQ FLORIDA, INC.'S PETITION FOR WAIVER

Embarq Florida, Inc. ("Embarq"), in accordance with section 364.025(6)(d), Florida Statutes, and Rule 25.4.084, Florida Administrative Code, files this petition for relief from its carrier of last resort obligations for the multitenant property known as Sawgrass Bay in Lake County, Florida. In accordance with the Rule, interested persons have 14 days from the day the petition is received to file a response to the petition with the Commission. If the fourteenth day falls on a Saturday, Sunday or holiday, then the response must be filed no later than the next business day.

The facts and circumstances affecting Embarq's provision of services to the Sawgrass Bay development are substantially similar to the facts and circumstances in the Nocatee development where the Commission recently granted AT&T's petition for waiver of its carrier of last resort obligation.¹ In support of this Petition, Embarq states as follows:

Parties

1. Embarq is a certificated, price-regulated incumbent local exchange company regulated by the Commission under chapter 364, Florida Statutes.

¹ *In re: Petition for relief from carrier-of-last-resort (COLR) obligations pursuant to Florida Statutes 364.025(6)(d) for two private subdivisions in Nocatee development by BellSouth Telecommunications, Inc., Order No. PSC-07-0862-FOF-TL, issued October 26, 2007 in Docket No. 060822-TL (hereinafter "Nocatee Order.")*

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2. As an incumbent local exchange company, Embarq is subject to carrier of last resort (COLR) obligations under section 364.025, Florida Statutes.

3. Embarq's principal place of business in Florida is 555 Lake Border Drive, Apopka, Florida. All notices, pleadings and processes should be served on:

Susan S. Masterton
Embarq
1313 Blair Stone Road
Tallahassee, FL 32301
(850) 599-1560 (phone)
(850) 878-0777 (fax)
susan.masterton@embarq.com

4. The development for which this COLR waiver is requested is located along State Road 27, approximately two miles north of the intersection of State Road 27 and State Road 192, in Clermont, Lake County, Florida.

5. To the best of Embarq's knowledge and understanding, the development consists of two private platted subdivisions that have been consolidated into a single Community Development District (or CDD) that is, the Greater Lakes/Sawgrass Bay Community Development District. The two subdivisions comprising the CDD are Sawgrass Bay, which is designed to encompass 629 single family residences at completion and Greater Lakes, which is designed to encompass 612 single family residences at completion. Throughout this Petition, the two subdivisions will be referred to collectively as "Sawgrass Bay."

6. To the best of Embarq's knowledge, the following is the current contact information for the Community Development District and the developers

Mr. James Fant, Chairman
Greater Lakes/Sawgrass Bay Community Development District
3434 Coldwell Avenue
Tampa, FL 33614

Engle Homes, Inc.
ATTN: Mr. Richard Jerman
11315 Corporate Blvd.
Orlando, FL 32817

Deluca Homes
ATTN: Jeff Sellers
400 International Parkway, Suite 400
Lake Mary, FL 32746

As reflected in the Certificate of Service, Embarq is providing these entities a copy of this Petition, as well as a copy of section 364.025, F.S., (Attachment No. 1 to this Petition) by overnight mail.

Jurisdiction

7. The Commission has jurisdiction to grant the relief requested in this Petition under section 364.025(6)(d), Florida Statutes. Specifically, section 364.025(6)(d) allows an ILEC to seek a waiver of its COLR obligations for “good cause shown based on the facts and circumstances of provision of service to the multitenant business or residential property.”² Under the statute, the ILEC must file a petition with the Commission to initiate its request for COLR relief. Rule 25-4.084 sets forth the procedural requirements for filing a petition for COLR waiver. The statute requires the Commission to act on a petition within 90 days of its filing

8. Section 364.025(6)(b) sets forth four circumstances that entitle an ILEC to automatic relief from its carrier of last resort obligations, where the developer, relative to a specific development:

1. Permits only one communications service provider to install its communications service-related facilities or equipment, to the exclusion of

² Under section 364.025(6)(b) a multitenant business or residential property includes, but is not limited to, “apartments, condominiums, subdivisions, office buildings, or office parks.”

the local exchange telecommunications company, during the construction phase of the property;

2. Accepts or agrees to accept incentives or rewards from a communications service provider that are contingent upon the provision of any or all communications services by one or more communications service providers to the exclusion of the local exchange telecommunications company;

3. Collects from the occupants or residents of the property charges for the provision of any communications service, provided by a communications service provider other than the local exchange telecommunications company, to the occupants or residents in any manner, including, but not limited to, collection through rent, fees, or dues; or

4. Enters into an agreement with the communications service provider which grants incentives or rewards to such owner or developer contingent upon restriction or limitation of the local exchange telecommunications company's access to the property.

“Communications service” is defined in subsection 364.025(6)(a)3. to mean “voice service or voice replacement service through the use of any technology.”

9. The waiver petition process set forth in paragraph (d) of subsection 364.025(6) clearly contemplates that additional circumstances beyond those enumerated in paragraph (b) may justify relieving an ILEC of its COLR obligations. Indeed, the Commission has found that such additional circumstances justifying relief existed in two prior decisions.

Background

10. At the time of the filing of this Petition, the Commission has ruled on three COLR petitions under the new law. The Commission has granted two of these Petitions, involving developments in AT&T's territory.³ The third Petition addressed Embarq's request for relief in the Treviso Bay development in Collier County and was denied.⁴

³ See, *Nocatee Order and In re: Petition for relief from carrier-of-last-resort (COLR) obligations pursuant to Florida Statutes 364.025(6)(d) for Cabana South Beach Apartments, Phase II, in Alachua County*, by

11. In denying Embarq's Petition for Waiver in Treviso Bay, the Commission ultimately found that Embarq had not met the "good cause" standard for COLR relief. Specifically, in that decision the Commission found that bulk data and video agreements with Comcast effectively precluded Embarq from providing those services and limited Embarq to providing voice only services. Treviso Bay Order at page 8. The Commission also found that these limitations would have an effect on Embarq's ability to obtain customers and to recover its costs for placing facilities. Treviso Bay Order at pages 9 and 12. However, the Commission determined that Embarq had not demonstrated conclusively that provision of voice only services to residents would be uneconomic. Treviso Bay Order at page 13.

13. Subsequent to the ruling on Embarq's Petition, in the Nocatee Order the Commission found that AT&T had demonstrated "good cause" for a waiver under the facts and circumstances at the Nocatee subdivision in St John's County. In that decision, the Commission defined the "good cause" standard as:

Ultimately, Section 364.025, Florida Statutes, grants the Commission the discretion to determine whether approving a petition for waiver of COLR obligations would best serve the public interest in light of the legislative intent of our enabling statute. Nocatee Order at page 2

14. In ruling on the Nocatee petition, the Commission underlined that its ruling was based on the specific facts and circumstances of that case. Relevant facts and circumstances noted by the Commission included:

BellSouth Telecommunications, Inc. d/b/a AT&T Florida d/b/a AT&T Southeast, Order No. PSC-07-0785-PAA-TL issued September 26, 2007 in Docket No. 070357-TL.

⁴ *In re: Petition for waiver of carrier of last resort obligations for multitenant property in Collier County known as Treviso Bay, by Embarq Florida, Inc.*, Order No. PSC-07-0311-FOF-TL, issued April 12, 2007 in Docket No. 070763-TL (hereinafter "Treviso Bay Order").

- 1) the existence of exclusive arrangements between the developer and Comcast for the provision of data and video services (Nocatee Order at page 3);
- 2) the availability of voice or voice replacement service from alternative providers, including Comcast, various wireless providers and alternative VoIP providers (Nocatee Order at page 4); and
- 3) demonstrable evidence based on reasonable estimates that AT&T's provision of voice service only to the development would be uneconomic (Nocatee Order at page 4).

15. In addition to the findings set forth in the Nocatee Order, in its discussion of the basis for its Nocatee decision at the September 25, 2007 Agenda Conference, the Commission focused on the definition of communications service in the COLR relief statute that encompasses "voice service or voice replacement services through the use of any technology." Guided by this definition, the Commissioner's opined that it was unnecessary to impose the COLR obligation on AT&T, since the purposes of the statute would be met through the availability of voice service from the data and video provider (that is, Comcast's digital voice service) and from other voice replacement service providers (specifically, wireless and other VoIP providers).⁵

16. As more fully detailed in the Affidavit and Exhibits of Kent W. Dickerson, included with this Petition as Attachment 2, the facts and circumstances at Sawgrass Bay are substantially similar to the facts and circumstances demonstrated to exist at the Nocatee subdivision. Specifically, the Sawgrass Bay developers have entered into effectively exclusive arrangements with Bright House for the provision of bulk data and video services to be paid for through homeowners' fees. In addition, voice or voice replacement services will be available from Bright House, as well as from several wireless providers and alternative VoIP providers. Finally, reasonable estimates show that Embarq's provision of service to the development will be uneconomic. Additionally,

⁵ September 25, 2007 Agenda Conference Transcript, Item No. 5, at pages 4-5, 16-17, and 28-29.

to date Embarq has not received a response to its request for an advance deposit to ameliorate the financial risk to Embarq created by the developers' exclusive arrangements with Bright House that limit the number of customers and the amount of revenue Embarq can expect from the development.

Facts and circumstances at Sawgrass Bay

17. Embarq sent letters to the developers of Sawgrass Bay to determine if they had elected another provider for voice services (which would have constituted grounds for automatic relief under the statute) or had entered into any other contractual arrangements which might effect Embarq's provision of services to the developments. (See, Attachment 3 providing the responses from the developers.)

18. In their responses, the developers indicate that they have entered into bulk arrangements for the provision of data and video services to Sawgrass Bay. These agreements effectively will exclude Embarq from marketing its data services to residents of the development. (See, Attachment 4, an e-mail from the developer to Embarq confirming the existence of these bulk arrangements with Bright House, the local cable company).

19. In ruling on Embarq's waiver petition in Treviso Bay, the Commission provided guidance that Embarq could use existing rules and mechanism to ameliorate the potential that providing service would be uneconomic at a particular development. Treviso Bay Order at page 18. In keeping with this guidance, Embarq implemented Commission Rule 4.094 and Embarq's General Exchange tariff Section A5, Gi, to request an advance deposit before placing facilities to serve Sawgrass Bay. (See Attachment 5, which

includes the letters Embarq sent requesting the deposit.)⁶ The advance deposit provides a “performance guarantee” to ensure that, if Embarq obtains only the unworkably low levels of customer penetrations as has been the case under similar circumstances, its unrecovered costs of placing facilities will be offset through the retention of the deposit. On the other hand, if Embarq does obtain a sufficient number of customers to recover its costs, the deposit is returned to the developers on a per customer, pro rata basis.

20. As of the date this Petition was filed, the developers have not responded to Embarq’s deposit requests.

21. As more fully discussed in Mr. Dickerson’s Affidavit, Bright House has the ability to provide, and in fact, aggressively markets, its digital voice services in Lake County. Consequently, Bright House’s digital voice services will be available to the future residents of Sawgrass Bay on the day of occupancy. Bright House advertises its digital voice service on its website. (See Attachment 7) It is clear that Bright House’s digital voice service is a fully functional voice replacement service, offering access to E911, battery power backup, and alarm monitoring compatibility.

22. In addition to Bright House’s voice product, Sawgrass Bay residents will also have access to wireless service from several providers, including AT&T, Verizon and Sprint Nextel. Also, as a result of the broadband service that every resident will purchase

⁶ Embarq’s knowledge regarding the entities involved in the bulk data and video agreements and the nature of the agreements is based on its understanding of the information provided by the developers. Initially, Embarq understood that there was only a single homeowners’ association for the two subdivisions. The initial letter requesting a deposit was sent to the chairman of the Community Development District. In response to follow up inquiries from Embarq, he referred Embarq to a representative of one of the developers who provided the information Embarq used to revise the deposit request to address two separate developments and homeowners’ associations. (See e-mail summarizing this conversation in Attachment 6.) Neither entity has responded to the letters to date. More specific and accurate details regarding the bulk agreements and the nature of the relationships among the CDD, the developers and the homeowners’ associations can be obtained only through the cooperation of these entities.

from Bright House through homeowners' fees, residents will also have access to alternative VoIP providers, such as Vonage.

23. Given the bulk agreements with alternative providers for the provision of video and data services to Sawgrass Bay residents to be billed through homeowners' association fees, and the availability of voice services from the bulk data and video provider, it is likely that a significant number of residents will choose Bright House, or another voice provider, for their voice services. Because Embarq's revenues will be limited by the inability to sell its data and video services, and because Embarq will likely not secure a sufficient number of customers for its voice only services, Embarq will be prevented from recovering its costs for placing facilities to serve the development as the carrier of last resort. Mr. Dickerson's Affidavit and Exhibits describe in detail the specific facts and circumstances at Sawgrass Bay and how these facts and circumstances demonstrate good cause for a waiver of Embarq's COLR obligations at the developments.

Good cause for relief

24. Just as the Commission recognized in the Nocatee case, the agreements entered into with Bright House by the developers of the Sawgrass Bay and Greater Lakes subdivisions for data and video services billed through homeowners' association fees, effectively limit Embarq to providing only voice services to the future residents of these communities.

25. Also, just as in the Nocatee case, Bright House is willing and able to provide an alternative voice service (that is, a "voice replacement service" as defined in the

governing statute) to the Sawgrass Bay and Greater Lakes subdivisions, through the same facilities it will use to be the exclusive provider of data and video services.

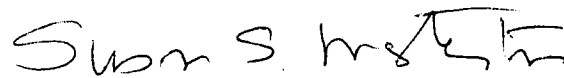
26. Again, as in the Nocatee case, these two circumstances affect Embarq's ability to obtain a sufficient number of customers to recover the costs it will incur to place facilities to serve the developments. The developers, as of the date this Petition is filed, have failed to respond to Embarq's requests for an advance deposit to protect Embarq from the uneconomic risks it faces as a result of these circumstances.

27. Bright House's ability to provide an alternative voice service, and the availability of wireless and other voice services, make it unnecessary for the Commission to require Embarq to incur the costs of placing facilities to provide service as the COLR at Sawgrass Bay. Rather, as the Commission found in Nocatee, the purpose of COLR will be met through the availability of voice replacement services.

28. The availability of alternative voice replacement services, combined with the uneconomic effects resulting from the advantage the developer has provided to Bright House through the exclusive data and video agreements, constitute "good cause" to relieve Embarq of its carrier of last resort obligations for the development under section 364.025(6)(d).

WHEREFORE Embarq requests that the Commission grant Embarq's Petition to be relieved of its carrier of last resort obligations to serve Sawgrass Bay, effective immediately upon issuance of the Commission's order.

Respectfully submitted this 7th day of November 2007.



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364.025 Universal service.--

(1) For the purposes of this section, the term "universal service" means an evolving level of access to telecommunications services that, taking into account advances in technologies, services, and market demand for essential services, the commission determines should be provided at just, reasonable, and affordable rates to customers, including those in rural, economically disadvantaged, and high-cost areas. It is the intent of the Legislature that universal service objectives be maintained after the local exchange market is opened to competitively provided services. It is also the intent of the Legislature that during this transition period the ubiquitous nature of the local exchange telecommunications companies be used to satisfy these objectives. Until January 1, 2009, each local exchange telecommunications company shall be required to furnish basic local exchange telecommunications service within a reasonable time period to any person requesting such service within the company's service territory.

(2) The Legislature finds that each telecommunications company should contribute its fair share to the support of the universal service objectives and carrier-of-last-resort obligations. For a transitional period not to exceed January 1, 2009, the interim mechanism for maintaining universal service objectives and funding carrier-of-last-resort obligations shall be established by the commission, pending the implementation of a permanent mechanism. The interim mechanism shall be applied in a manner that ensures that each competitive local exchange telecommunications company contributes its fair share to the support of universal service and carrier-of-last-resort obligations. The interim mechanism applied to each competitive local exchange telecommunications company shall reflect a fair share of the local exchange telecommunications company's recovery of investments made in fulfilling its carrier-of-last-resort obligations, and the maintenance of universal service objectives. The commission shall ensure that the interim mechanism does not impede the development of residential consumer choice or create an unreasonable barrier to competition. In reaching its determination, the commission shall not inquire into or consider any factor that is inconsistent with s. 364.051(1)(c). The costs and expenses of any government program or project required in part II of this chapter shall not be recovered under this section.

(3) If any party, prior to January 1, 2009, believes that circumstances have changed substantially to warrant a change in the interim mechanism, that party may petition the commission for a change, but the commission shall grant such petition only after an opportunity for a hearing and a compelling showing of changed circumstances, including that the provider's customer population includes as many residential as business customers. The commission shall act on any such petition within 120 days.

(4)(a) Prior to January 1, 2009, the Legislature shall establish a permanent universal service mechanism upon the effective date of which any interim recovery mechanism for universal service objectives or carrier-of-last-resort obligations imposed on competitive local exchange telecommunications companies shall terminate.

(b) To assist the Legislature in establishing a permanent universal service mechanism, the commission, by February 15, 1999, shall determine and report to the President of the Senate and the Speaker of the House of Representatives the total forward-looking cost, based upon the most recent commercially available technology and equipment and generally accepted design and placement principles, of providing basic local telecommunications service on a basis no greater than a wire center basis using a cost proxy model to be selected by the commission after notice and opportunity for hearing.

(c) In determining the cost of providing basic local telecommunications service for small local

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exchange telecommunications companies, which serve less than 100,000 access lines, the commission shall not be required to use the cost proxy model selected pursuant to paragraph (b) until a mechanism is implemented by the Federal Government for small companies, but no sooner than January 1, 2001. The commission shall calculate a small local exchange telecommunications company's cost of providing basic local telecommunications services based on one of the following options:

1. A different proxy model; or
2. A fully distributed allocation of embedded costs, identifying high-cost areas within the local exchange area the company serves and including all embedded investments and expenses incurred by the company in the provision of universal service. Such calculations may be made using fully distributed costs consistent with 47 C.F.R. parts 32, 36, and 64. The geographic basis for the calculations shall be no smaller than a census block group.

(5) After January 1, 2001, a competitive local exchange telecommunications company may petition the commission to become the universal service provider and carrier of last resort in areas requested to be served by that competitive local exchange telecommunications company. Upon petition of a competitive local exchange telecommunications company, the commission shall have 120 days to vote on granting in whole or in part or denying the petition of the competitive local exchange company. The commission may establish the competitive local exchange telecommunications company as the universal service provider and carrier of last resort, provided that the commission first determines that the competitive local exchange telecommunications company will provide high-quality, reliable service. In the order establishing the competitive local exchange telecommunications company as the universal service provider and carrier of last resort, the commission shall set the period of time in which such company must meet those objectives and obligations.

(6)(a) For purposes of this subsection:

1. "Owner or developer" means the owner or developer of a multitenant business or residential property, any condominium association or homeowners' association thereof, or any other person or entity having ownership in or control over the property.
2. "Communications service provider" means any person or entity providing communications services, any person or entity allowing another person or entity to use its communications facilities to provide communications services, or any person or entity securing rights to select communications service providers for a property owner or developer.
3. "Communications service" means voice service or voice replacement service through the use of any technology.

(b) A local exchange telecommunications company obligated by this section to serve as the carrier of last resort is not obligated to provide basic local telecommunications service to any customers in a multitenant business or residential property, including, but not limited to, apartments, condominiums, subdivisions, office buildings, or office parks, when the owner or developer thereof:

1. Permits only one communications service provider to install its communications service-related facilities or equipment, to the exclusion of the local exchange telecommunications company, during the construction phase of the property;

2. Accepts or agrees to accept incentives or rewards from a communications service provider that are contingent upon the provision of any or all communications services by one or more communications service providers to the exclusion of the local exchange telecommunications company;

3. Collects from the occupants or residents of the property charges for the provision of any communications service, provided by a communications service provider other than the local exchange telecommunications company, to the occupants or residents in any manner, including, but not limited to, collection through rent, fees, or dues; or

4. Enters into an agreement with the communications service provider which grants incentives or rewards to such owner or developer contingent upon restriction or limitation of the local exchange telecommunications company's access to the property.

(c) The local exchange telecommunications company relieved of its carrier-of-last-resort obligation to provide basic local telecommunications service to the occupants or residents of a multitenant business or residential property pursuant to paragraph (b) shall notify the commission of that fact in a timely manner.

(d) A local exchange telecommunications company that is not automatically relieved of its carrier-of-last-resort obligation pursuant to subparagraphs (b)1.-4. may seek a waiver of its carrier-of-last-resort obligation from the commission for good cause shown based on the facts and circumstances of provision of service to the multitenant business or residential property. Upon petition for such relief, notice shall be given by the company at the same time to the relevant building owner or developer. The commission shall have 90 days to act on the petition. The commission shall implement this paragraph through rulemaking.

(e) If all conditions described in subparagraphs (b)1.-4. cease to exist at a property, the owner or developer requests in writing that the local exchange telecommunications company make service available to customers at the property and confirms in writing that all conditions described in subparagraphs (b)1.-4. have ceased to exist at the property, and the owner or developer has not arranged and does not intend to arrange with another communications service provider to make communications service available to customers at the property, the carrier-of-last-resort obligation under this section shall again apply to the local exchange telecommunications company at the property; however, the local exchange telecommunications company may require that the owner or developer pay to the company in advance a reasonable fee to recover costs that exceed the costs that would have been incurred to construct or acquire facilities to serve customers at the property initially, and the company shall have a reasonable period of time following the request from the owner or developer to make arrangements for service availability. If any conditions described in subparagraphs (b)1.-4. again exist at the property, paragraph (b) shall again apply.

(f) This subsection does not affect the limitations on the jurisdiction of the commission imposed by s. 364.011 or s. 364.013.

History.--s. 7, ch. 95-403; s. 18, ch. 97-100; s. 1, ch. 98-277; s. 1, ch. 99-354; s. 1, ch. 2000-289; s. 2, ch. 2000-334; s. 4, ch. 2003-32; s. 2, ch. 2006-80.

STATE OF KANSAS

COUNTY OF JOHNSON

AFFIDAVIT OF KENT W. DICKERSON

Before me, the undersigned authority, personally appeared Kent W. Dickerson, who being duly sworn, states as follows:

1. My name is Kent W. Dickerson and I am employed by Embarq Corporation in the capacity of Director – Cost Support. My business address is 5454 W. 110th Street, Overland Park, KS 66211. In that capacity I am responsible for directing Embarq's activities relating to developing and implementing economic cost study methods and practices designed to provide information useful in analyzing the costs of network components, and retail and wholesale services.

2. I have 21 years of experience with Embarq and its predecessor, Sprint's Local Telephone Division, having joined United Telephone Midwest Group (ultimately an Embarq subsidiary) in September, 1985 as a Staff Accountant in the Carrier Access Billing area. Thereafter, I moved through a progression of positions and responsibilities within the Finance and Regulatory departments.

3. Since 1994, I have managed a work group which performs economic cost of service studies for retail and wholesale services, Unbundled Network Elements (UNEs) and specialized cost recovery programs (e.g. Federal number portability, Federal and State High Cost Assistance Programs). I received a Bachelor of Science degree from the University of Missouri – Kansas City in 1981 with a major in Accounting. I am a Certified Public Accountant in the State of Missouri. Prior to joining Embarq, I was employed as a Corporate Income Tax Auditor II for the Missouri Department of Revenue

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and also worked for Kansas Power and Light (now Western Resources) in the Tax and Internal Audit areas.

4. The purpose of my affidavit is to support Embarq's position requesting a waiver of its carrier-of-last-resort obligations in the Sawgrass Bay and Greater Lakes subdivisions under the provisions of section 364.025(6)(d) of the Florida Statutes.

Carrier-of-Last-Resort (COLR) Statute

5. An ILEC's COLR obligation is rooted, as the title implies, in the principle that all customers should have the ability to receive voice service, even in situations where no provider other than the ILEC is willing to provide service. However, applying a COLR obligation to an ILEC is unnecessary in situations where customers will have access to voice services from alternative providers.

6. In recognition of the increasing availability of alternative providers of voice services and the realization that imposing COLR obligations on ILECs is unnecessary in certain situations, in 2006 the Florida Legislature established two avenues for an ILEC to obtain relief from its historic COLR obligation. The first avenue provides for automatic relief in four specific scenarios generally applicable when property owners or developers have entered into some type of exclusive arrangement with a voice services provider other than the ILEC¹. The second avenue applies when none of the four specific automatic relief scenarios are present. Specifically, section 364.025(6)(d), Florida Statutes allows an ILEC to seek a waiver of its COLR obligations for "good cause shown based on the facts and circumstances of provision of service to the multitenant business

¹ See section 364.025(6)(b), Florida Statutes.

or residential property.” It is this “good cause” standard that serves as the basis for Embarq’s request for COLR relief in this petition.

Sawgrass Bay Development

7. The development for which Embarq seeks relief from its COLR obligation is located approximately 2 miles north of the intersection of State Road 27 and State Road 192 in Clermont, Lake County, Florida. The development is located in the geographic area served by Embarq’s Clermont central office. To the best of Embarq’s knowledge and understanding, the development consists of two private platted subdivisions that have been consolidated into a single Community Development District (that is, the Greater Lakes/Sawgrass Bay Community Development District). The two subdivisions comprising the CDD are Sawgrass Bay, which is designed to encompass 629 single family residences at completion and Greater Lakes, which is designed to encompass 612 single family residences at completion. Throughout this Affidavit, the two subdivisions will be collectively referred to as “Sawgrass Bay.”

Embarq’s Interaction with the Developers

8. Embarq initially became aware of the planned Sawgrass Bay development in the first quarter of 2007. After an initial exchange of information with the developer, Embarq subsequently sent letters to the developers to determine if it had elected another provider for voice services or had entered into any other contractual arrangements which might affect Embarq’s provision of services to the subdivisions.

9. In responding to these letters, the developers indicated that they have entered into exclusive service arrangements for the provision of data and video services to Sawgrass Bay. Further, the developers responded that these exclusive arrangements would be administered on a bulk billing basis, with residents paying for their data and video services through their monthly homeowner's association dues. In a subsequent e-mail to Embarq, the developer confirmed the existence of these exclusive bulk arrangements for video and data services and identified the service provider as Bright House Networks, a provider of voice, video and data services in several areas in Florida and other states.

Availability of Voice Service from Alternate Providers

10. Bright House Networks offers a fully featured "Digital Phone" voice service and markets this service, coupled with its video and data services in triple play "Digital Combo" bundles throughout its service territory. Bright House will have the ability to offer voice services to the residents of Sawgrass Bay via the same facilities it will install to provide the video and data services included in the exclusive arrangement with the developer. In fact, querying the Bright House website utilizing addresses within the Sawgrass Bay development confirms that Bright House will make its voice service available to residents of the Sawgrass Bay development (see Exhibit KWD-1).

11. With the certainty that Bright House will be providing video and high speed data services to 100% of the Sawgrass Bay residents, coupled with Bright House's desire to market its triple-play of voice, video and data services to its customers, it is clear that every resident of Sawgrass Bay will have the availability of voice services,

even if Embarq is relieved of its COLR obligation in this development. In addition to the voice services to be offered by Bright House, residents of Sawgrass Bay will have access to other VoIP providers (e.g. over-the-top VoIP) and wireless service to meet their voice service needs. Accordingly, no resident of Sawgrass Bay will be without voice service if Embarq's petition is granted.

Expected Take Rate for Embarq's Voice Services in Sawgrass Bay

12. With a 100 percent penetration of its video and data services to residents of Sawgrass Bay via its bulk agreement with the developer, and its ability and desire to offer voice service as an add-on, Bright House is in a strong position to garner a vast majority of the residents' voice services as well. Based on this scenario, if Embarq were required to place its facilities to provide service to this development, its potential revenues would be limited to only voice telephone services, since Bright House has 100 percent penetration of video and data services through its bulk billing of these services, ultimately paid by the residents through their homeowners' dues. Embarq's voice telephone revenues would be further limited to those derived from a small percentage of customers who choose not to subscribe to the voice services offered by Bright House as an add-on to their video and data services.

13. Embarq has prior real-world experience with the exact set of circumstances that are in play in Sawgrass Bay that provide instructive information as to Embarq's expected penetration rate for its services if it were required to place facilities to provide voice only service to this development. In two other developments in central Florida, Overlook at Parkside in Apopka, and Victoria Park in Orange City, Bright House

has an exclusive bulk arrangement with the developer for video and data services. In these two developments, in addition to its provision of video and data services to 100 percent of the residents through its exclusive arrangement with the developers, Bright House also offers its voice telephone service.

14. Embarq placed facilities in both of these developments in advance of the 2006 Florida legislative change which allowed ILECs to seek COLR relief. Because of Bright House's advantage resulting from the exclusive arrangements in these developments, only [REDACTED] percent of residents in these two developments have chosen to subscribe to Embarq's voice telephone services (see Exhibit KWD-2). Because the facts and circumstances of Sawgrass Bay are nearly identical to those in these other developments (i.e. Bright House has bulk agreements with the developers for video and data, and the ability to provide voice service as an add-on), there is every reason to expect that a similarly low percentage of Sawgrass Bay residents would choose to subscribe to Embarq's voice telephone service. For purposes of analyzing whether Embarq's provision of service to Sawgrass Bay would have any opportunity to be economic, we therefore assumed that Embarq would *at best* garner a [REDACTED] percent share of the residents' voice telephone services.

Embarq's Provision of Service to Sawgrass Bay Would Be Uneconomic

15. Attached to my affidavit as Exhibit KWD-3 is an analysis of the net present value (NPV) impact if Embarq were required to place its facilities to serve the Sawgrass Bay development, given the impact of the exclusive arrangement between Bright House and the developer discussed previously. The key elements of this analysis

are the estimated costs of placing facilities to serve the development and the estimated revenues that can be expected from the small number of residents that would be anticipated to subscribe to Embarq's voice services.

16. To assist in explaining Embarq's costs of constructing new telephone plant to provide service to Sawgrass Bay, a map of the area is included as Exhibit KWD-4 to this Affidavit. If Embarq's COLR obligation for Sawgrass Bay remains, Embarq would be required to place enough facilities within Sawgrass Bay to provide service to every subscriber, regardless of what the realistic expected penetration rates are for Embarq's services. Service to the development would be provided from Embarq's existing Clermont central office DMS100 switch, located at 819 West Desoto Street (CLLI CLMTFLXADS0). As depicted by the orange line on the map, individual fibers within an existing fiber cable, which routes 82,300 feet from the central office switch to the entrance of Sawgrass Bay, would be used. From this point, Embarq would have to construct a new fiber cable of approximately 10,000 additional feet in order to complete a fiber cable connection between the switch and a newly placed Digital Loop Carrier (DLC) device.

17. The DLC would be required in accordance with the 12,000 feet Carrier Serving Area industry engineering standards. Embarq would then need to construct copper cable connections from the centrally located DLC device to each of the distribution areas indicated on the aerial map. Finally, Embarq would be required to construct drop wire and NIDs at each customer location and connect each drop to a pair of copper distribution cable wires to complete a voice path between the central office switch and each customer location.

18. In addition to the costs associated with constructing the facilities that would be required to serve the Sawgrass Bay development, the NPV analysis also reflects the ongoing maintenance costs for the facilities and the retail costs of serving the small number of Embarq voice service customers it would expect to garner in Sawgrass Bay. These maintenance and retail costs are based on Embarq's Florida specific experience and data.

19. Embarq's expected incremental capital costs of constructing facilities total [REDACTED] to provide service to the 1,109² customer locations planned by the developer during the first ten years. The [REDACTED] is comprised of [REDACTED] to serve 590 locations in the Sawgrass Bay subdivision and [REDACTED] to serve 519 locations in the Greater Lakes subdivision.

20. Embarq's estimate of the revenues it would be expected to garner if it were to place facilities to provide service to the Sawgrass Bay development were based on the following assumptions:

- A penetration rate of [REDACTED] percent of the units in the development.
- An average of [REDACTED] lines for each customer who purchases Embarq's voice telephone service. This assumption is based on Embarq's actual experience in the two similar developments of Overlook at Parkside and Victoria Park (see Exhibit KWD-2).
- A bundle penetration of [REDACTED] percent of the customers purchasing Embarq voice service. This assumption is based on Embarq's

² The 1,109 units are planned to be constructed in several phases during the first ten years of the project. Subsequent phases will result in a total of 1,241 units in the development when fully complete.

actual penetration for residential bundles in the Clermont exchange.

- Revenue per customer access line of [REDACTED] for bundled customers and [REDACTED] for ala carte customers. These assumptions are based on Embarq's actual revenue metrics for residential customers in the Clermont exchange.

21. The financial implications to Embarq if it were required to construct the necessary voice telephone network to serve Sawgrass Bay are presented on Exhibit KWD-3. This exhibit provides a standard financial analysis of the Net Present Value (NPV) cash flows over a 10-year period and demonstrates the grossly unworkable finances that would result if Embarq were required to serve the development. Based on the estimated costs to provide facilities to serve Sawgrass Bay, and the estimated revenues that would be generated from the small number of customers who would choose to purchase Embarq's voice services, the NPV analysis demonstrates that it would be uneconomic for Embarq to serve this development. Specifically, the exhibit demonstrates negative cumulative (over ten years) cash flows totaling [REDACTED] for the entire development, comprised of [REDACTED] for the Sawgrass Bay subdivision (see Exhibit KWD-3, page 2) plus [REDACTED] for the Greater Lakes subdivision (see Exhibit KWD-3, page 4).

22. The NPV analysis reflects assumptions that result in what should be considered a "best-case" result, given the realities of Embarq's provision of service to the development. More specifically, assumptions in the following areas contribute to this NPV analysis representing a "best-case" result:

- The expected penetration of [REDACTED] for Embarq's voice services results in an optimistic view as it is higher than Embarq's actual penetration experience of [REDACTED] for two other developments with nearly identical characteristics as Sawgrass Bay. Namely, the developers have a bulk billing arrangement with Bright House Networks for the provision of video and data services to 100 percent of the customers in these markets. A penetration assumption that more closely matches Embarq's actual experience in these two other similar developments would result in lower projected revenues, and a larger negative NPV.
- The assumptions reflected in the NPV analysis for customers purchasing bundles, and the assumptions for average revenues per bundled and non-bundled customer, were set based on the actual average experience for each from the Clermont market. These assumptions result in a higher revenue amount than what would have been generated if the equivalent metrics from the two developments were utilized.
- The analysis of the capital costs necessary to serve Sawgrass Bay did not include any assumptions for consumption of existing capital such as existing fiber feeder cable, switching, transport, numbering, etc. For instance, providing service to Sawgrass Bay would utilize capacity on approximately 82,300 feet of existing fiber feeder cable, for which no costs have been included in the NPV analysis.
- The NPV analysis reflects a cost of money assumption that, while appropriate for Embarq's overall operation, is far too low if the company were required to

finance a project that produces the negative economic results as is demonstrated here.

- The NPV analysis does not include additional, predictable negative cash flow impacts from realities such as customer churn and future price declines in voice services. Bright House advertises a very competitive price of \$28.95 (see Exhibit KWD-5) for its digital phone service, a rate that may require Embarq to further consider price decreases to remain competitive. Further, since Bright House will be offering its digital phone service as an add-on where it already provides video and data services to 100 percent of the customers, its incremental costs of providing voice services likely provide room for Bright House to consider further pricing changes. Embarq would need to react, causing revenue declines from price changes and/or customer churn.

23. Thus, given the ease and magnitude with which these unworkable negative financial results (i.e. negative NPV of cumulative cash flows of [REDACTED]) are conservatively demonstrated, it is inconceivable that Embarq will ever realize the financial paybacks necessary to justify the incremental combined invested capital of [REDACTED] and associated operating expenses.

Embarq's Request for a Deposit from the Developer

24. Consistent with Commission guidance provided in its Order in the Treviso Bay waiver petition³, and with Commission Rule 4.094 and Embarq's General Exchange tariff Section A5, Gi, Embarq requested an advance deposit from the developer to ameliorate the uneconomic impact of providing service to this development. The advance deposit was calculated taking into account the construction costs for placing the underground facilities necessary to serve the development and the projected number of subscribers to Embarq's voice services (see Exhibit KWD-3, pages 1 and 3). The advance deposit represents a "performance guarantee" and would be retained by Embarq at the end of five years if the actions of the developer resulted in Embarq not being able to obtain a sufficient number of customers to recover its costs. On the other hand, if Embarq were to obtain a sufficient number of customers to recover its costs, the deposit would be returned to the developer on a per customer, pro rata basis.

25. As of the date this Petition was filed, the developers have not provided the requested deposit amounts, nor have they responded to Embarq's deposit request.

Facts and Circumstance Constitute Good Cause for COLR Relief

26. The facts and circumstances associated with the provision of voice services to the Sawgrass Bay development constitute good cause for Embarq to be relieved of its COLR obligation based on the following positions.

27. An alternative provider (Bright House Networks) will have the ability and desire to provide voice service to all of the residents of the Sawgrass Bay development. In addition, residents will have other available voice service alternatives from wireless

³ Treviso Bay Order reference.

carriers and other VoIP based service providers. As such, there is no "last resort" need for Embarq to provide service.

28. The actions of the developer to enter into an exclusive arrangement with Bright House Networks for the provision of video and data services to all residents of the development has resulted in a decisive market advantage for Bright House. This results in a wholly uneconomic scenario for Embarq, and coupled with the availability of alternative voice services, constitute "good cause" to relieve Embarq of its COLR obligations.

29. Further Affiant sayeth naught.

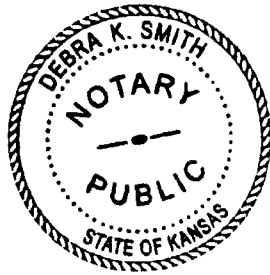
Kent W. Dickerson
Kent W. Dickerson

SWORN TO AND SUBSCRIBED BEFORE ME on this 7th day of
November, 2007 by Kent W. Dickerson, who is personally known to me.

Debra K Smith
(Notary Signature)

Debra K Smith
(Notary Name Printed)
NOTARY PUBLIC
Commission No. 983714
BOND

(NOTARY SEAL)





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If you live in a community that provides Bright House Networks video service to its residents as a part of their total (amenities or rent) package, click here

Fields denoted by asterisk(*) are required

Street Number

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City

clermont

Zip Code

34714

Street Name

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State

Florida

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Address Entered: (Edit)
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Account Summary

Pay Statement

Change Payment Option

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Get as much (or as little) as you want!
Select all that apply:

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- High Speed Internet
- Digital Phone

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If you live in a community that provides Bright House Networks video service to its residents as a part of their total (amenities or rent) package, [click here](#)

Fields denoted by asterisk(*) are required

Street Number

4438

City

clermont

* Zip Code

34714

* Street Name

olympia ct.

* State

Florida

Enter all five digits in the first box, and the other four in the second if you know them

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One Bill



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Save time and money! Simplify your life by combining your Digital Cable, High Speed Internet and Digital Phone on one convenient statement. The more services you add the more you save!

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No equipment to buy
24/7 Customer Care
What you want, when you want it!



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Change Payment Option

Change Billing Method

Unbilled Transactions

Recent Activity

View Latest Payments

Previous Statements

Get as much (or as little) as you want!
Select all that apply:

- Standard Cable
- Digital Cable
- High Definition Service
- High Speed Internet
- Digital Phone

Install

Wire Center	Competitor	Cable Internet Phone	When Cable Internet Phone Offered	Development Name	Year Facilities Placed	Development Number of Lots (NSAs) Facilities Placed	Number with Embarq Service	Number of Lines	% EMBARQ Service to Total Lots Passed
Orange City	Bright House	Yes	2Q2005	Victoria Park SW	2005	297	[REDACTED]	[REDACTED]	[REDACTED]
Apopka	Bright House	Yes	4Q2004	Overlook at Parkside	2005	191			
Total						488			

Average lines per Embarq customer [REDACTED]

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Proprietary and Confidential Information

**Embarq - Florida
Sawgrass Bay Developer Deposit Calculation - Sawgrass Bay Division**

Key Inputs:	
1	New Capital
2	Housing Units 590
3	Penetration Required
4	Embarq Customer Housing Units
5	Subscriber Lines per Housing Unit
6	Revenue - Ala Carte Sub
7	Revenue - Bundle Sub
8	Percent Buying Bundle
9	Revenue Per Sub - Avg
10	Capital Cost

Deposit Needed to Recover New Capital Spend:	
Housing Units Required	
Housing Units at 20% Penetration	
Housing Unit Shortfall	
Capital Per Housing Unit	
Deposit Required	

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Year 10</u>
12 Build Units - By Year	54	57	48	50	56	50	81	64	65	65
13 Build Units - Cumulative	54	111	159	209	265	315	396	460	525	590
14 Penetration	[REDACTED]									
15 Embarq Customer Housing Units	[REDACTED]									
16 Avg Subscriber Lines per Housing Unit	[REDACTED]									
17 Subscriber Lines - Year End	[REDACTED]									
18 Subscriber Lines - Mid-Year	[REDACTED]									
19 Capital Expenditures	[REDACTED]									
20 Revenue	[REDACTED]									
21 Cash Expenses	[REDACTED]									
22 Income Tax	[REDACTED]									
23 Cash Flow - In(Out)	[REDACTED]									
24 Cumulative Cash Flow - In(Out)	[REDACTED]									
25 Discount Rate @ 8.12%	[REDACTED]									
26 NPV By Year	[REDACTED]									
27 Cumulative NPV	[REDACTED]									

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**Embarq - Florida
Sawgrass Bay Developer Deposit Calculation - Sawgrass Bay Division**

<u>Key Inputs:</u>	
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	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Year 10</u>
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24 Cumulative Cash Flow - In(Out)	[REDACTED]									
25 Discount Rate @ 8.12%	[REDACTED]									
26 NPV By Year	[REDACTED]									
27 Cumulative NPV	[REDACTED]									

**Embarq - Florida
Sawgrass Bay Developer Deposit Calculation - Greater Lakes Division**

Key Inputs:	
1 New Capital	[REDACTED]
2 Housing Units	519
3 Penetration Required	[REDACTED]
4 Embarq Customer Housing Units	[REDACTED]
5 Subscriber Lines per Housing Unit	[REDACTED]
6 Revenue - Ala Carte Sub	[REDACTED]
7 Revenue - Bundle Sub	[REDACTED]
8 Percent Buying Bundle	[REDACTED]
9 Revenue Per Sub - Avg	[REDACTED]
10 Capital Cost	[REDACTED]

Deposit Needed to Recover New Capital Spend:	
Housing Units Required	[REDACTED]
Housing Units at 20% Penetration	[REDACTED]
Housing Unit Shortfall	[REDACTED]
Capital Per Housing Unit	[REDACTED]
Deposit Required	[REDACTED]

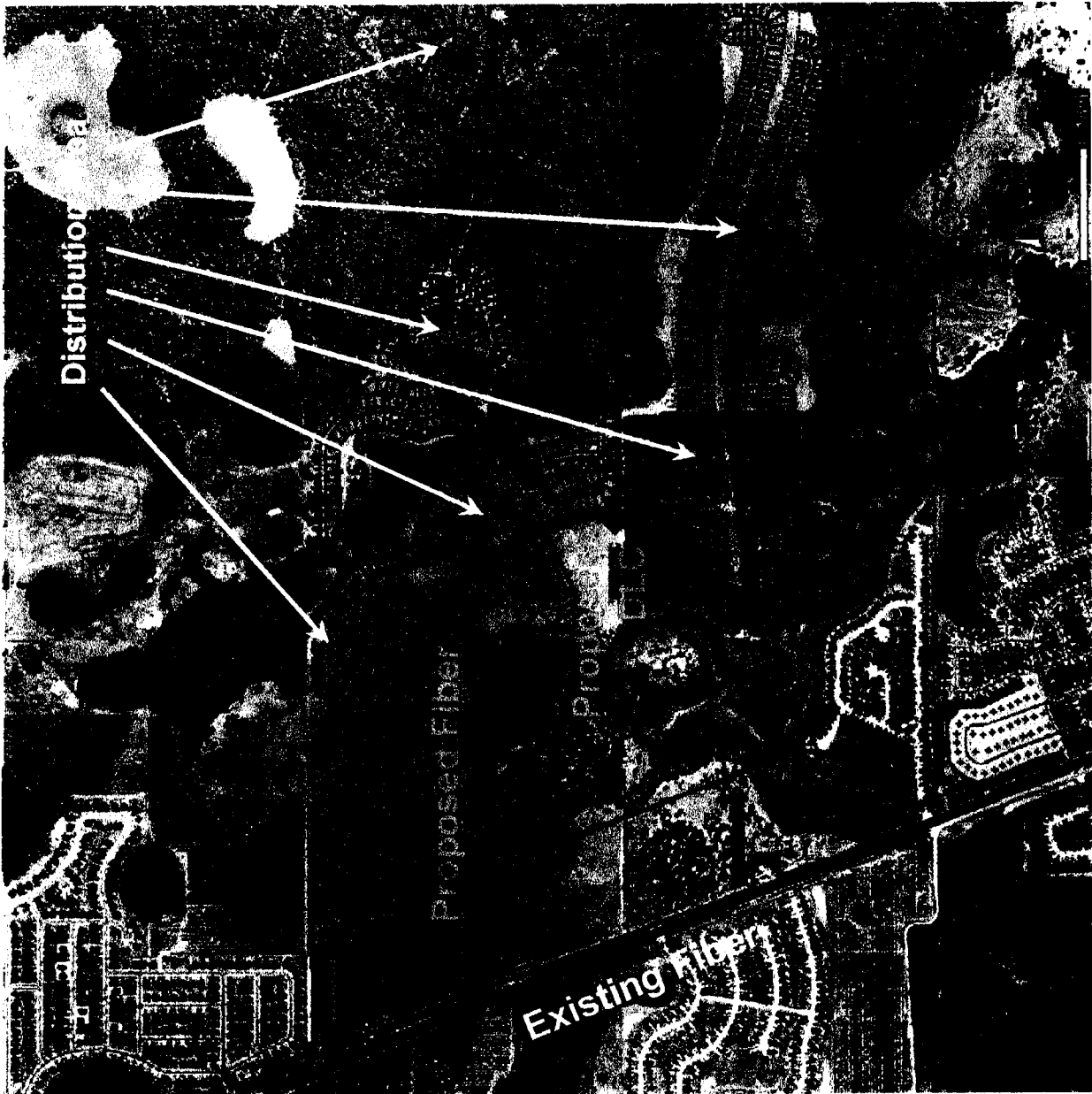
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Year 10</u>
12 Build Units - By Year	22	57	47	49	45	50	50	67	66	66
13 Build Units - Cumulative	22	79	126	175	220	270	320	387	453	519
14 Penetration	[REDACTED]									
15 Embarq Customer Housing Units	[REDACTED]									
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**Embarq - Florida
Sawgrass Bay Developer Deposit Calculation - Greater Lakes Division**

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	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Year 10</u>
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26 NPV By Year	[REDACTED]									
27 Cumulative NPV	[REDACTED]									

Exhibit KWD-4



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digital phone
online tool

- products & pricing
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- customer care
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- search

- ▶ Check your voicemail
- ▶ Reset your pin
- ▶ Change language settings

Digital Phone

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- Prices
- Combo Packages
- Digital Cable
- ▶ Digital Phone
- Compare Plans
- Features
- Calling Rates
- Calculate Your Savings
- Digital Phone Statement
- E911
- Customer Privacy
- Digital Phone Online Tools
- High Speed Internet Promotions
- Business Solutions

Digital Phone

Talk All You Want. When you live in a bright house, every day is easier because you can connect to the people you love without limits.

Starting at
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a month
ORDER ONLINE

Features

- Plans include popular calling features
- Choice of two plans - Unlimited
- Nationwide and Unlimited Florida (See below)
- Second Line Available
- Keep your current phone number
- Enhanced 911 service included
- Free installation
- Reliable network
- 24/7/365 Customer Care
- Voice Mail prompts now available in Spanish
- Three-Way Calling

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Combo Packages

Enjoy the convenience of our Combo Package & save.

- DIGITAL COMBO** ▶
- DIGITAL COMBO PLUS** ▶

Channel Lineup

View the Channel LineUp for your local area. You can even get a printable version.

Demonstration Centers

Visit our Demonstration Centers at select local area malls. [More >>](#)



Need assistance with Voice Mail or Speed Dial Codes? Use the Digital Phone Welcome Guide or our Voice Mail FAQs for reference.

Unlimited Florida



The first and only phone service of its kind that eliminates local toll and in-state home long distance charges for as low as \$28.95, to create a no-hassle, flat rate, statewide calling plan designed for Florida residents. [Compare Plans >>](#)

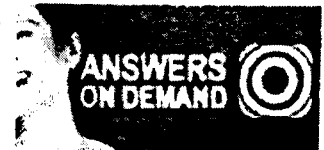
Unlimited Nationwide



For as low as \$39.95, call anyone in the U.S., Puerto Rico and Canada and talk as long as you want and as frequently as you like. [Compare Plans >>](#)

Digital Phone Features

- Enhanced 911
- Call Waiting
- Three-Way Calling
- Second Line
- Caller ID
- Call Waiting ID
- Call Forwarding
- Speed Dial
- Anonymous Call Rejection
- Additional Charge Blocking
- Voice Mail
- Digital Phone Online Tools
- Voice Mail prompts now available in Spanish!
- Directory Assistance for the visually impaired



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Digital Phone Compare Plans

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- Prices
- Combo Packages
- Digital Cable
- Digital Phone
- **Compare Plans**
- Features
- Calling Rates
- Calculate Your Savings
- Digital Phone Statement
- E911
- Customer Privacy
- Digital Phone Online Tools
- High Speed Internet
- Promotions
- Business Solutions

Digital Phone - Plan Comparison

Whether you frequently call throughout the U.S., Puerto Rico, and Canada or most of your calls are within the state of Florida, we have a Digital Phone plan to meet your needs. Use our comparison cart below to help you decide which plan is right for you.

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Helpful Links

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- [Features](#)
- [E911 Information](#)

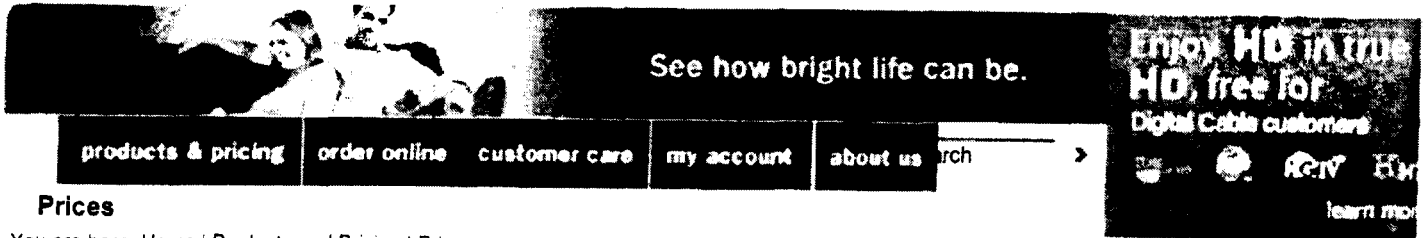
Compare Plans: Unlimited Nationwide and Unlimited Florida

	Unlimited Nationwide Starting at \$39.95/month	Unlimited Florida Starting at \$28.95/month
Services	ORDER	ORDER
Local Calls	Unlimited	Unlimited Within Florida
Long Distance Calls	Unlimited within U.S., Puerto Rico, and Canada	Unlimited within Florida/Competitive P Minute Rates in 49 other states
International Calls	Competitive Per Minute Rates	Competitive Per Minute Rates
Second Line	\$29.95 per month	\$24.95 per month
Features		
Enhanced 911	●	●
Call Waiting	●	●
Caller ID	●	●
Call Waiting ID	●	●
Call Forwarding	●	●
Speed Dial	●	●
Anonymous Call Rejection	●	●
Additional Charge Blocking	●	●
Voice Mail	●	\$3.95/month per line
Directory Assistance for the visually impaired	●	●
Three-Way Calling	●	●

Services available in most areas. Residential services only. Prices exclude taxes and government fees and are quoted per month unless indicated otherwise. Prices include a monthly SmartBox fee for one Digital, HD, DVR or HD DVR but fees for DVR and HD DVR services are additional. Additional fees apply for multiple SmartBoxes. Prices for Digital Phone, High Speed Internet and Combo packages include monthly fee for modem. Prices effective 03/01/07



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Prices

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- Digital Cable
- Digital Phone
- High Speed Internet
- Promotions
- Business Solutions

Products and Services Pricing
 effective 3/1/07

Individual Services

Cable	
Standard Cable	\$50.79
Digital Cable (includes one Digital SmartBox)	\$58.49
Digital Cable with HD Service (includes one HD SmartBox)	\$58.49
Digital Phone Plans as low as	
(includes one MTA, \$50 deposit)	
Unlimited Nationwide	\$39.95
Unlimited Florida	\$28.95

Pivot Wireless Plans as low as	
Individual Plans	\$33.00
Family Plans	\$59.99

High Speed Internet (includes one modem)	
Premium (10 Mbps)	\$59.95
Road Runner Premium	
Standard (7 Mbps)	\$44.95
Road Runner High Speed Online	
EarthLink High Speed Internet	
Lite (768 K)	\$29.95
Road Runner Lite	
EarthLink Lite	

Available with Digital Cable	
Additional Digital or HD SmartBox /each	\$6.95
Digital Video Recorder (DVR) Service /each	\$6.95
HD Digital Video Recorder (HD DVR) Service /each	\$9.95
Digital Sports Pack	\$1.99
Nuestros Canales	\$2.99
Encore Movie Channels	\$3.99
MoviePLEX	\$1.99
Premium on Demand/with Premium subscription)	FREE
Favorites on Demand	FREE
Answers on Demand	FREE
Howard Stern on Demand	\$13.99/mo
Adult on Demand	\$8.99 each & up

Money Saving Packages

Digital Cable Packages	
Digital Cable plus choice of Premium services: HBO, Showtime/TMC, Cinemax and Starz. Includes one Digital or HD SmartBox.	
Single Pack	\$69.44
Pick 1 Premium service.	
Double Pack	\$77.44
Pick 2 Premium services	
Triple Pack	\$80.44
Pick 3 Premium services	
Ultimate Pack	\$85.44
All 4 Premium services	

Digital Combo Packages
 Digital Cable plus 7 Mbps High Speed Internet
 Includes one Digital or HD SmartBox & one modem.

Digital Combo	\$98.49
Single Pack	\$107.49
Includes Showtime/TMC	
Double Pack	\$114.49
Includes Showtime/TMC, Premium on Demand, plus HBO or Cinemax	
Triple Pack	\$117.97
Includes Showtime/TMC, Premium on Demand, plus HBO and Cinemax	
Ultimate Pack	\$122.49
Includes Showtime/TMC, Premium on Demand, HBO, Cinemax and Starz	

Digital Combo Plus Packages
 Digital Cable, Digital Phone (Unlimited Nationwide) plus 7 Mbps High Speed Internet. Includes one Digital or HD SmartBox & one MTA.

Digital Combo Plus	\$134.94
Single Pack	\$143.94
Includes Showtime/TMC	
Double Pack	\$150.94
Includes Showtime/TMC, Premium on Demand, plus HBO or Cinemax	
Triple Pack	\$153.94
Includes Showtime/TMC, Premium on Demand, plus HBO and Cinemax	

Movies on Demand
 New releases \$3.99 each & up
 Classic films \$1.99 ea.
 Double features \$4.99 ea.
 TIMEguard(Cable & High Speed Internet) \$2.79
 CableCARD \$3.95
 Vacation/Seasonal Plan (Cable & High Speed Internet) \$15.95 (one-time fee)

Ultimate Pack \$158.94
 Includes Showtime/TMC, Premium on Demand, HBO, Cinemax and Starz

Mi Plan Latino
 Includes Basic Cable, Nuestros Canales and Music Choice \$29.99

Available with HD Service

HD Digital Video Recorder (HD DVR) Service (Each Outlet) \$9.95
 HD Pack \$6.00
 HD Movies on Demand \$4.99 ea.

Available with Digital Phone



Vacation/Seasonal Plan (Digital Phone) \$15.95 (one-time fee)
 TIMEguard Plus (Cable, HSI & Digital Phone) FREE

Available with High Speed Internet

Road Runner Self-install Kit (RR only) FREE
 Home Networking \$14.95
 Vacation/Seasonal Plan (Cable & High Speed Internet) \$15.95 (one-time fee)

Residential customer in serviceable areas only. Prices exclude taxes and government fees.

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Embarq Florida, Inc.
Winter Garden District

EMBARQ FLORIDA

Paula Conrad
33 N. Main St Winter Garden Fl. 34787
407-814-5291
paula.conrad@Embarq.com
fax: 407-814-5320

March 1, 2007

Engle Homes, Inc.
ATTN: Mr. Richard Jerman
11315 Corporate Boulevard
Orlando, Fl. 32817

RE: Sawgrass Bay Subdivision, Clermont, Fl

Dear Mr. Jerman

It is our understanding that Engle Homes is developing a subdivision located along S.R. 27 located in Embarq's franchised service area. Embarq desires to offer voice, data, video or video transport and wireless services within the development, however before Embarq can commit to providing services to the development, a response to the below questions is required to assist us in planning what facilities we may provide, if any.

Section 364.025, Florida Statutes, sets forth the conditions under which Embarq is responsible for providing service to residential subdivisions, commercial buildings and multi-family buildings. Under certain circumstances, as set forth in the statute, Embarq is relieved of any obligation to serve a particular multi-tenant property.

Please respond to the following questions by April 2, 2007.

1. Please indicate if any exclusive service arrangements have been agreed to with a provider other than Embarq for any of the following services:

Voice: Yes _____ No
If No, are any such agreements planned? Yes _____ No

Data: Yes No _____
If No, are any such arrangements planned? Yes _____ No _____

Video: Yes No _____
If No, are any such arrangements planned? Yes _____ No _____

DOCUMENT NUMBER-DATE
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FLOO COMMISSION CLERK

2. Are any of the following arrangements agreed to or planned?

Voice will be exclusively provided and billed to the Home Owners Association: Yes _____ No

Data will be exclusively provided and billed to the Home Owners Association: Yes No _____

Video will be exclusively provided and billed to the Home Owners Association: Yes No _____

3. Please indicate if any exclusive marketing arrangements have been agreed to with a provider other than Embarq for any of the following services:

Voice: Yes _____ No
If No, are any such agreements planned? Yes _____ No _____

Data: Yes _____ No _____
If No, are any such arrangements planned? Yes _____ No _____

Video: Yes _____ No _____
If No, are any such arrangements planned? Yes _____ No _____

Explain

4. Will Embarq be restricted in any way from providing voice, data, video or video transport services? Yes _____ No

If yes, what are the restrictions?

Responses should be provided to the address indicated above and signed below by an authorized representative of Engle Homes, Inc. Embarq will not initiate any service provisioning activities prior to receiving a response. If you have any questions, please call 407-814-5291

Sincerely,
Paula D. Conrad
OSP Engineer

Embarq Florida, Inc.

(OWNER/DEVELOPER COMPANY)

Signed By: _____
(Authorized Representative)

Printed Name: B. L. A. Terrell
Title: V.P.
Date: 2/1/07

Embarq Florida, Inc.
Winter Garden District

EMBARQ FLORIDA

Paula Conrad
33 N. Main St Winter Garden Fl. 34787
407-814-5291
paula.conrad@Embarq.com
fax: 407-814-5320

March 1, 2007

Deluca Homes
ATTN: ~~Mr. Rob Rosen~~ **JEFF SELLERS.**
400 International Parkway, Suite 400
Lake Mary, Fl. 32746

RE: Sawgrass Bay Subdivision, Clermont, Fl

Dear Mr. Rosen:

It is our understanding that Deluca Homes is developing a subdivision located along S.R. 27 located in Embarq's franchised service area. Embarq desires to offer voice, data, video or video transport and wireless services within the development, however before Embarq can commit to providing services to the development, a response to the below questions is required to assist us in planning what facilities we may provide, if any.

Section 364.025, Florida Statutes, sets forth the conditions under which Embarq is responsible for providing service to residential subdivisions, commercial buildings and multi-family buildings. Under certain circumstances, as set forth in the statute, Embarq is relieved of any obligation to serve a particular multi-tenant property.

Please respond to the following questions by April 2, 2007.

1. Please indicate if any exclusive service arrangements have been agreed to with a provider other than Embarq for any of the following services:

Voice: Yes _____ No X
If No, are any such agreements planned? Yes _____ No X

Data: Yes X No _____
If No, are any such arrangements planned? Yes _____ No _____

Video: Yes X No _____
If No, are any such arrangements planned? Yes _____ No _____

2. Are any of the following arrangements agreed to or planned?

Voice will be exclusively provided and billed to the Home Owners Association: Yes ___ No X

Data will be exclusively provided and billed to the Home Owners Association: Yes X No ___

Video will be exclusively provided and billed to the Home Owners Association: Yes X No ___

3. Please indicate if any exclusive marketing arrangements have been agreed to with a provider other than Embarq for any of the following services:

Voice: Yes ___ No X
If No, are any such agreements planned? Yes ___ No ___

Data: Yes ___ No ___
If No, are any such arrangements planned? Yes ___ No ___

Video: Yes ___ No ___
If No, are any such arrangements planned? Yes ___ No ___

we would also like further information.

4. Will Embarq be restricted in any way from providing voice, data, video or video transport services? Yes ___ No X


If yes, what are the restrictions? _____

Responses should be provided to the address indicated above and signed below by an authorized representative of Engle Homes, Inc. Embarq will not initiate any service provisioning activities prior to receiving a response. If you have any questions, please call [redacted] 291

Sincerely,
Paula D. Conrad
OSP Engineer

Embarq Florida, Inc.

(OWNER/DEVELOPER COMPANY)

Signed By: 
(Authorized Representative)

Printed Name: JEFF SELLERS

Title: DIRECTOR OF LAND DEVELOPMENT

Date: 4/3/07.

From: Crebs, Teesie A [EQ]
Sent: Wednesday, April 11, 2007 2:41 PM
To: Cartwright, Harriet S [EQ]; Spears, Harvey L [EQ]
Subject: FW: Response to Question #3 - Sawgrass Bay COLR Letter
The response provided by the developer.

Teesie
-----Original Message-----

From: Richard Jerman [mailto:rjerman@englehomes.com]
Sent: Wednesday, April 11, 2007 1:56 PM
To: Crebs, Teesie A [EQ]; JSellers@delucahomes.com
Cc: rosen@delucahomes.com; John M. Florio, PE; Conrad, Paula D [EQ]
Subject: RE: Response to Question #3 - Sawgrass Bay COLR Letter

We will have what I previously described to you. We will have an exclusive provider agreement with Brighthouse for cable TV and High Speed Internet that the homeowner will pay for through the master association dues. The homeowner could elect to sign up for other service but will still be obligated to pay to the association. This does not apply to voice communication.

From: Crebs, Teesie A [EQ] [mailto:Theresa.A.Crebs@Embarq.com]
Sent: Wednesday, April 11, 2007 11:37 AM
To: JSellers@delucahomes.com; Richard Jerman
Cc: rosen@delucahomes.com; John M. Florio, PE; Conrad, Paula D [EQ]
Subject: Response to Question #3 - Sawgrass Bay COLR Letter

Richard and Jeff,

As you requested below (in blue) is a explanation of an exclusive marketing arrangement as it pertains to question number three in the COLR letter.

3. Please indicate if any exclusive marketing arrangements have been agreed to with a provider other than Embarq for any of the following services:

Voice: Yes _____ No X
If No, are any such agreements planned? Yes _____ No _____

Data: Yes _____ No _____
If No, are any such arrangements planned? Yes _____ No _____

Video: Yes _____ No _____
If No, are any such arrangements planned? Yes _____ No _____

Exclusive marketing means the promotion, by contract, of a specific provider's products and services at the exclusion of marketing for any other provider's services.

Do you have a contract agreement with another provider to exclusively market their products and services in the Sawgrass Bay community?

Thank you for taking the time to read and respond to this email.

Teesie

Teesie Crebs

DOCUMENT NUMBER-DATE

10175 NOV-7 5

COMMISSION FILE #



Network Services
Access Engineering – Winter Garden
33 N. Main St. Winter Garden, FL. 34787
407-814-5344

VIA CERTIFIED MAIL

August 22, 2007

Greater Lakes/Sawgrass Bay Community Development District
3434 Coldwell Avenue
Tampa, Florida 33614
Attention: Chairman James H Fant

Dear Mr. Fant:

You have requested Embarq to place underground facilities for the provision of voice services to future residents of Sawgrass Bay. Under Embarq's tariffs, in certain circumstances Embarq is entitled to an advance deposit from an applicant who requests underground facilities to serve a new residential subdivision. The deposit is intended to ensure that Embarq will recover its costs to construct the necessary facilities to provide the requested voice services. In accordance with the tariff, prior to placing facilities at Sawgrass Bay, Embarq must receive a deposit in the amount of \$632,779.

The deposit was calculated based on the construction costs for placing the underground facilities and the estimated number of future residents projected to subscribe to Embarq's service, (under the circumstances of the exclusive data and video contract awarded to another provider) compared to the number of future purchasers of Embarq's service required to recover its cost of constructing new facilities. Embarq will refund a pro-rated amount of the deposit annually for each additional customer who subscribes to Embarq's voice service, beyond the number of anticipated customers. These refunds will continue for five years after Embarq begins providing service in the development. At the end of the five-year period, Embarq is entitled to keep any remaining portion of the deposit. A copy of the tariff is attached. Documentation supporting the deposit and refund calculations will be provided upon execution of the enclosed Nondisclosure Agreement.

Embarq must receive the deposit payment of \$632,779 from you by September 7, 2007 for Embarq to timely provision the requested service. Once Embarq receives the deposit payment, we can begin the necessary planning and construction activities. We look forward to working with you to provide voice services to Sawgrass Bay in a manner that complies with our tariffs. If you have any questions, please let me know.

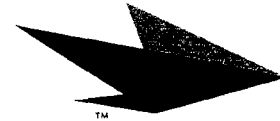
Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Griffin".

Jeff Griffin
Engineering Manager

Attachments

DOCUMENT NUMBER - DATE
10175 NOV-7 2007



EMBARQ™

Embarq
Mailstop: FTLH00102
1313 Blair Stone Rd
Tallahassee, FL 32301
embarq.com

Voice | Data | Internet | Wireless | Entertainment

VIA OVERNIGHT MAIL

October 5, 2007

Engle Homes, Inc.
ATTN: Mr. Richard Jerman
11315 Corporate Blvd.
Orlando, FL 32817

RE: Sawgrass Bay Subdivision – Clermont, Florida

Dear Mr. Jerman:

Embarq has been requested to place underground facilities for the provision of voice services to future residents in the Sawgrass Bay/Greater Lakes subdivisions. We understand that Sawgrass Bay and Greater Lakes are under separate ownership and have created separate homeowners' associations, each of which has entered into agreements with another provider for data and video services that will be billed through homeowners' association dues.

Under Embarq's tariffs, in certain circumstances, Embarq is entitled to an advance deposit from applicants who request underground facilities to serve new residential subdivisions. The deposit is intended to ensure that Embarq will recover its costs to construct the necessary facilities to provide the requested voice services. In accordance with the tariff, prior to placing facilities in the Sawgrass Bay development, Embarq must receive a deposit in the amount of \$252,664. If you fail to pay the deposit, Embarq intends to seek relief from the Florida Public Service Commission through a waiver of its carrier of last resort obligation in accordance with section 364.025(6), Florida Statutes (copy attached).

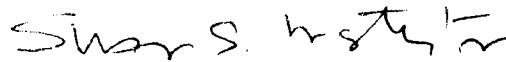
Embarq calculated the deposit based on the construction costs for placing the underground facilities and the estimated number of future residents projected to subscribe to Embarq's voice service in Sawgrass Bay. The deposit takes into account the circumstances of the exclusive data and video contract you have awarded to another provider, compared to the number of future purchasers of Embarq's service required to recover its cost of constructing new facilities. Embarq will refund a pro-rated amount of the deposit annually for each additional customer who subscribes to Embarq's voice service, beyond the number of anticipated customers. These refunds will continue for five years after Embarq begins providing service in the development. At the end of the five-year period, Embarq is entitled to keep any remaining portion of the deposit. A copy of the tariff is attached. Documentation supporting the deposit and refund calculations will be provided upon your execution of the enclosed Nondisclosure Agreement.

Susan S. Masterton
SENIOR COUNSEL
Voice: (850) 599-1560
Fax: (850) 878-0777
susan.masterton@embarq.com

Mr. Richard Jerman
October 5, 2007
Page 2

Embarq must receive the deposit payment of \$252,664 from you by October 15, 2007 for Embarq to timely provision service to Sawgrass Bay. Once Embarq receives the deposit payment, we can begin the necessary planning and construction activities. You may contact Jeff Griffin, Embarq's engineering manager for the development, at 407-814-5344 or me at 850-599-1560 to discuss the deposit requirement or any questions you may have regarding this letter.

Sincerely,



Susan S. Masterton

cc: Mr. James Fant, Chairman
Greater Lakes/Sawgrass Bay Community Development District
(via U.S. Mail)
Jeff Griffin, Embarq

Attachments



EMBARQ™

Embarq
Mailstop: FTLH00102
1313 Blair Stone Rd
Tallahassee, FL 32301
embarq.com

Voice | Data | Internet | Wireless | Entertainment

VIA OVERNIGHT MAIL

October 5, 2007

Deluca Homes
ATTN: Jeff Sellers
400 International Parkway, Suite 400
Lake Mary, FL 32746

RE: Greater Lakes Subdivision – Clermont, Florida

Dear Mr. Sellers:

Embarq has been requested to place underground facilities for the provision of voice services to future residents in the Sawgrass Bay/Greater Lakes subdivisions. We understand that Sawgrass Bay and Greater Lakes are under separate ownership and have created separate homeowners' associations, each of which has entered into agreements with another provider for data and video services that will be billed through homeowners' association dues.

Under Embarq's tariffs, in certain circumstances, Embarq is entitled to an advance deposit from applicants who request underground facilities to serve new residential subdivisions. The deposit is intended to ensure that Embarq will recover its costs to construct the necessary facilities to provide the requested voice services. In accordance with the tariff, prior to placing facilities in the Greater Lakes development, Embarq must receive a deposit in the amount of \$245,074. If you fail to pay the deposit, Embarq intends to seek relief from the Florida Public Service Commission through a waiver of its carrier of last resort obligation in accordance with section 364.025(6), Florida Statutes (copy attached).

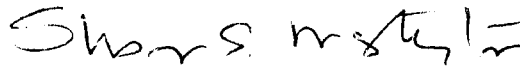
Embarq calculated the deposit based on the construction costs for placing the underground facilities and the estimated number of future residents projected to subscribe to Embarq's voice service in Greater Lakes. The deposit takes into account the circumstances of the exclusive data and video contract you have awarded to another provider, compared to the number of future purchasers of Embarq's service required to recover its cost of constructing new facilities. Embarq will refund a pro-rated amount of the deposit annually for each additional customer who subscribes to Embarq's voice service, beyond the number of anticipated customers. These refunds will continue for five years after Embarq begins providing service in the development. At the end of the five-year period, Embarq is entitled to keep any remaining portion of the deposit. A copy of the tariff is attached. Documentation supporting the deposit and refund calculations will be provided upon your execution of the enclosed Nondisclosure Agreement.

Susan S. Masterton
SENIOR COUNSEL
Voice: (850) 599-1560
Fax: (850) 878-0777
susan.masterton@embarq.com

Mr. Jeff Sellers
October 5, 2007
Page 2

Embarq must receive the deposit payment of \$245,074 from you by October 15, 2007 for Embarq to timely provision service to Greater Lakes. Once Embarq receives the deposit payment, we can begin the necessary planning and construction activities. You may contact Jeff Griffin, Embarq's engineering manager for the development, at 407-814-5344 or me at 850-599-1560 to discuss the deposit requirement or any questions you may have regarding this letter.

Sincerely,



Susan S. Masterton

cc: Mr. James Fant, Chairman
Greater Lakes/Sawgrass Bay Community Development District
(via U.S. Mail)
Jeff Griffin, Embarq

Attachments

From: Masterton, Susan S [EQ]
Sent: Saturday, November 03, 2007 7:06 PM
To: Masterton, Susan S [EQ]
Subject: FW: Sawgrass Bay

From: Griffin, Jeff J [EQ]
Sent: Thursday, September 20, 2007 11:22 AM
To: Masterton, Susan S [EQ]; Hill, Dusty R [EQ]
Cc: Spears, Harvey L [EQ]; Khazraee, Sandra A [EQ]; Conrad, Paula D [EQ]
Subject: RE: Sawgrass Bay

Susan,

Finally received a call back from Mr. Fant. He referred me to Candace Hawks with Engle Homes. She says the there are separate HOAs that we must contact Richard Jerman with Touse Development for Sawgrass Bay and Jeff Sellers with Deluca Homes for Greater Lakes. If you will remember, Jeff Jerman responded to Letter #2, but I do not believe we ever received a response from Deluca Homes. How do you want to proceed?

Jeff Griffin
Engineering Manager
Winter Garden, FL
407-814-5344

DOCUMENT NUMBER - DATE

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10/27/2007 11:22 AM

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Low International Rates
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Choose Your Speed
Choice of Service Providers
High Speed Internet vs. DSL
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- Combo Packages
- Digital Cable
- Digital Phone
 - Compare Plans
 - Features
 - Calling Rates
 - Calculate Your Savings
 - Digital Phone Statement
 - E911
 - Customer Privacy
 - Digital Phone Online Tools
- Wireless Phone
- High Speed Internet
- Promotions
- Business Solutions

Digital Phone

Talk All You Want. When you live in a bright house, every day is easier because you can connect to the people you love without limits.

Starting at
\$28.95
a month
ORDER ONLINE

Features

- Plans include popular calling features
- Choice of two plans - Unlimited Nationwide and Unlimited Florida (See below)
- Second Line Available
- Keep your current phone number
- Enhanced 911 service included
- Free installation
- Reliable network
- 24/7/365 Customer Care
- Voice Mail prompts now available in Spanish
- Three-Way Calling

Additional Details >

Need assistance with Voice Mail or Speed Dial Codes? Use the Digital Phone Welcome Guide or our Voice Mail FAQs for reference.

Unlimited Florida



The first and only phone service of its kind that eliminates local toll and in-state home long distance charges for as low as \$28.95, to create a no-hassle, flat rate, statewide calling plan designed for Florida residents. Compare Plans >>

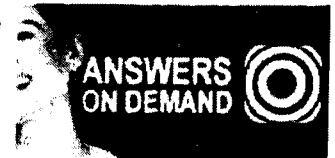
Unlimited Nationwide



For as low as \$39.95, call anyone in the U.S., Puerto Rico and Canada and talk as long as you want and as frequently as you like. Compare Plans >>

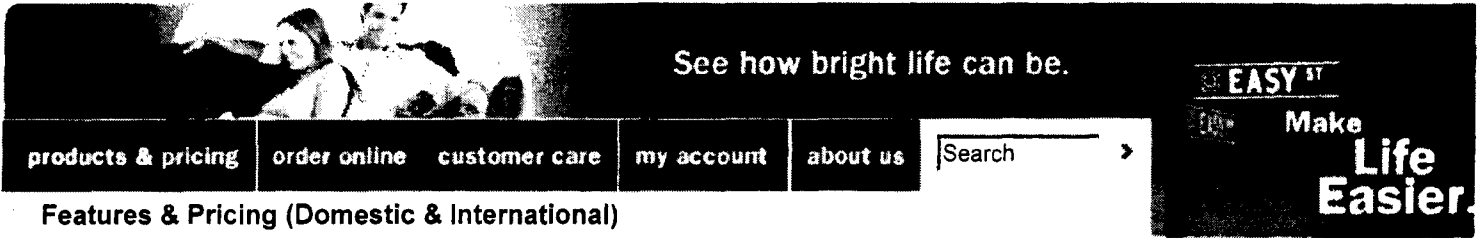
Digital Phone Features

- Enhanced 911
- Call Waiting
- Three-Way Calling
- Second Line
- Caller ID
- Call Waiting ID
- Call Forwarding
- Speed Dial
- Anonymous Call Rejection
- Additional Charge Blocking
- Voice Mail
- Digital Phone Online Tools
- Voice Mail prompts now available in Spanish!
- Directory Assistance for the visually impaired



bright house
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central florida



Features & Pricing (Domestic & International)

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• Calling Rates

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E911

Customer Privacy

Digital Phone Online

Tools

Wireless Phone

High Speed Internet

Promotions

Business Solutions

Digital Phone Calling Features

E911: E911 service is active for all customers when Digital Phone is installed. It enables an emergency dispatcher to automatically identify your name, phone number and address when you dial 911.

Three-Way Calling: Three-Way Calling allows you to add a third party to an existing conversation without operator assistance. This feature is available to Digital Phone customers at no extra cost! Request Three-Way Calling today. Three-Way Calling FAQs.

Second Line: For an additional cost, Second Line allows Digital Phone customers to have two phone lines and separate Voice Mail boxes. Perfect for roommates and families with teenagers! Second Line FAQs.

Voice Mail: Never miss a call again. Voice Mail records messages from callers who call when you are not available. Access your Voice Mail by pressing *98 when you're home or by dialing (407) 702-1500 when you're away from home. Voice Mail FAQs.

Voice Mail prompts now available in Spanish: Prefer to hear your Voice Mail prompts in Spanish? You can with a few quick steps. If you already have Voice Mail set up, just log in to your Voice Mail account, press 0 ("If you need something else, press 0"), then 4 ("Mailbox Settings"), 0 ("If you need something else, press 0"), and * 4 ("Change language"). If you're new to Digital Phone, you'll be prompted for a language selection when you set up your Voice Mail. FAQs for Voice Mail prompts in Spanish.

Caller ID: See who's calling before you answer the phone. When you receive a call, the name and telephone number of the person calling is shown on your phone's Caller ID display screen.

Call Waiting: If you are on the phone when another caller is trying to reach you, you'll hear a beep or special tone to notify you that you are receiving another call.

Call Waiting ID: Combines Caller ID and Call Waiting features. A special tone alerts you to a waiting call and you also receive a visual display of the name and number of the person calling on your Caller ID display.

Call Forwarding: Forward or re-direct your phone calls to an alternate phone number and never miss a call. Please note: If calls are forwarded to international numbers, long distance charges will apply. If calls are forwarded to a cell phone, any minutes or charges will be applied against the cell phone's wireless plan.

TIMEguard: Protects you from unexpected "oops" charges when there is accidental damage to Cable, High Speed Internet and Digital Phone cables caused by you, the resident or homeowner, or your pets.

Speed Dial: Allows you to program frequently dialed numbers so you can dial using just one digit.

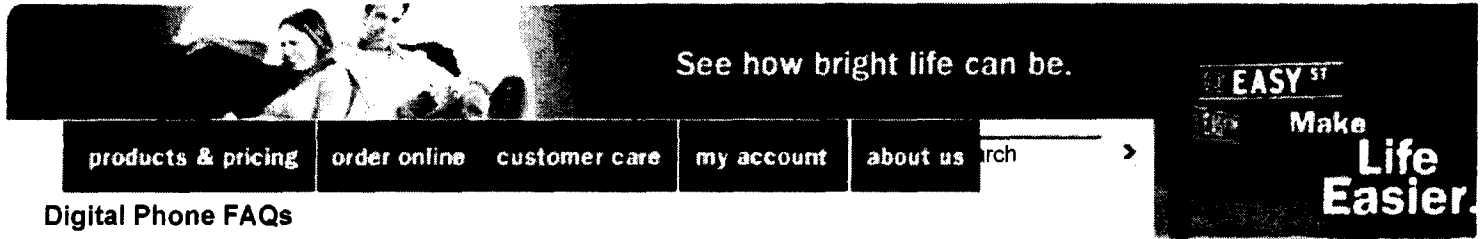
Anonymous Call Rejection: By activating this feature, you can block unidentified calls for as long as you choose. Incoming calls from unidentified callers, including those identified as Anonymous or Unavailable are automatically rejected. Unidentified callers will hear an announcement telling them to hang up, make their Caller ID information available and then redial the number.

Complimentary Directory Assistance Service (CDAS) for the visually impaired: Provides up to 30 Direct Assistance calls within one billing cycle (CDAS Form and Physician's Letter is required).

Digital Phone Welcome Guide: Instructions on using any of the Digital Phone features are available in the Digital Phone Welcome Guide.



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Digital Phone

1. What is Digital Phone?

Digital Phone is a residential telephone service. Just like conventional telephone service, Digital Phone allows you to call anyone, anywhere, reliably and easily, but for the same rate, no matter whom you call or how long you talk, locally or nationally. Call anywhere in Florida, the U.S. (including Alaska and Hawaii), Guam, Canada, Puerto Rico, the U.S. Virgin Islands and Northern Mariana Islands. Digital Phone also includes valuable features such as Voice Mail, Caller ID, Call Waiting and Caller Waiting ID.

2. Why is Bright House Networks offering this service?

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

3. Who can get Digital Phone?

Residents who live in our service area can get Digital Phone as it becomes available in their neighborhoods.

4. How do I dial and answer calls?

Make and receive calls the same way as you would with any other telephone service.

5. Will I hear a difference in local or long distance calls with Digital Phone?

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.

6. Can Digital Phone replace residential phone service?

Digital Phone offers both local and long distance services. It can completely replace residential telephone service, or you can use Bright House Networks Digital Phone with your current telephone service.

7. Can I keep my current phone number?

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

8. Does Digital Phone require a special telephone?

Any standard touch-tone or dial telephone works with Digital Phone. Most answering machines, fax machines, and Caller ID displays work with our service.

9. Do I have to buy extra equipment?

Digital Phone requires only your own phones and a Digital Phone modem that is supplied with your phone service.

10. Will I have to keep the Digital Phone modem in a specific location?

If you are a High Speed Internet customer, then the Digital Phone modem can remain near your computer so that you can use it for Internet access. The location does not matter if you do not use high speed Internet.

11. Can I install Digital Phone myself?

A Bright House Networks technician must install Digital Phone.

12. How can I learn more about Digital Phone?

Call 1-888-275-5887 or visit the [services section](#) of our website.

Features

13. Does Digital Phone offer Voice Mail?

Yes, we offer Voice Mail at no cost in our Unlimited Nationwide Plan customers and \$3.95 to our Unlimited Florida Plan customers. You can retrieve messages while you are away from home by dialing **(407) 702-1500**.

14. Does Digital Phone include Call Waiting?

Digital Phone includes Call Waiting at no extra charge, so you never miss an important call.

15. How about Caller ID?

Digital Phone includes Caller ID, so you can find out who is calling before you answer the phone.

16. Can you tell me about Call Waiting ID?

Digital Phone offers Call Waiting ID at no extra charge, so you can see the number of the caller before you click over to the other call.

17. What about Call Forwarding?

Digital Phone offers Call Forwarding, so you'll never miss a call again.

18. Does Digital Phone offer Speed Dial?

Yes, Digital Phone offers Speed Dial, which provides you with the ability to program frequently dialed numbers and enables them to be dialed using just one digit.

19. How About Anonymous Call Reject?

Digital Phone offers the option to block unidentified calls for as long as you chose by activating Anonymous Call Reject (ACR). When ACR is activated, incoming calls from unidentified callers, including those identified as "Anonymous" or "Unavailable", are automatically rejected. Unidentified callers will hear an announcement telling them to hang up, release their caller ID information and then redial the desired customer's number.

20. Do you have calling cards?

Not at this time. However, we are considering offering a calling card in the future.

21. Will Digital Phone operate with Home Networking?

Digital Phone will have no impact on Home Networking. There may be some equipment that must be exchange and reconfigured, but our installer will manage all of that at the time of installation. Home Networking customers will continue using the Home Networking device along with the Digital Phone modem.

22. Can I receive collect calls?

Collect calling is not offered at this time, we are working on this feature and we hope to make it available soon.

23. Can I use a calling card or a prepaid calling card for long distance calls?

Yes. Bright House Networks does not offer a calling card service. You can use a prepaid calling card with Digital Phone, just as you can with any traditional telephone company. Calls made with another company's calling card must be billed separately and will not be part of your Digital Phone statement.

24. Which n11 services do I have access to?

211, 311, 411, 511, 711 and 811 calling. You will have access to community service referral (211), government service referral (311), directory assistance (411)*, traffic information (511), hearing impaired (711) and call-before-you-dig (811) information by simply dialing three digits.

County*	211	311	811
Brevard	211 Brevard		Sunshine State One Call Florida
Flagler	United Way of Volusia-Flagler		Sunshine State One Call Florida
Lake			Sunshine State One Call Florida
Marion	United Way of Marion County		Sunshine State One Call Florida
Orange	2-1-1 Community Resources	Available	Sunshine State One Call Florida
Osceola	2-1-1 Community Resources		Sunshine State One Call Florida
Seminole	2-1-1 Community Resources	Available	Sunshine State One Call Florida
Sumter			Sunshine State One Call Florida
Volusia	United Way of Volusia-Flagler		Sunshine State One Call Florida

***Note:** If the phone number that you are calling from uses a rate center in another county, you may be connected to that county's N11 services when you call.

*Directory assistance charges will incur, all other n11 services are provided at no additional cost.

Services

25. Is directory assistance available?

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

26. What is Private Number?

Private Number allows customers to exclude their phone numbers from area phone books and will prevent 4-1-1 operators (directory assistance) from giving their phone numbers to would-be requestors. Private Number is offered at no charge to all Digital Phone customers and is available only through Bright House Networks.

27. Can I use Digital Phone for my business?

Digital Phone is a residential phone service only at this time.

28. **Can I choose my own long distance carrier?**

By subscribing to Digital Phone, you are choosing Bright House Networks as your long distance carrier.

29. **Will my fax machine work with Digital Phone?**

Yes. Almost all standard fax machines will work with Digital Phone as long as they are set for tone dialing.

30. **Can I use an answering machine?**

Yes, almost all standard answering machines will work with Digital Phone. However, Digital Phone does include Voice Mail. If you do not want to use the Voice Mail feature of Digital Phone, call 1-888-275-5887 to have the Voice Mail option disabled.

31. **Can I use a dial-up Internet Service Provider with Digital Phone?**

Digital Phone works with most dial-up Internet Service Providers (ISP). However, Bright House Networks does not install, support, or service dial-up Internet Service Providers.

32. **Can I take my phone number with me if I move?**

Each case varies depending on where the resident is moving geographically and if it is within our service area. Each situation will be reviewed at the time of request.

33. **If I move from a Bright House Networks serviceable address to another Bright House Networks serviceable address and my phone number changes, will there be a recorded message set up to inform callers of my new phone number?**

Bright House Networks does not currently offer this service.

34. **If I move, can I take the Digital Phone modem with me?**

The Digital Phone modem is property of Bright House Networks. If you remain a Digital Phone customer in our service area, take the equipment with you. However, a Bright House Networks technician must reinstall it in your new home. We will need to update our records of your new address for billing and Enhanced 911 purposes.

35. **Can I use my computer and High Speed Internet connection while I talk on the phone?**

Yes. Digital Phone uses a separate connection to the 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.

36. **Can I make long distance calls with Digital Phone?**

Yes. Dial the number as you normally would. With unlimited local and long distance, you can call anytime day or night with unlimited local and long distance.

37. **Can I use a 10-10 number for my International Long Distance calling?**

10-10 calling is not currently available, but you can choose from many alternative international phone calling services, including separately purchased calling cards that are available from a variety of sources. Also, Bright House Networks calling plans do provide for international calling at competitive rates. To see international rates for the country you wish to call, [click here](#).

38. **Can I dial international calls with Digital Phone?**

Yes, you can make international calls with Digital Phone. Dial as you normally would.

Example: 011 + country code + city code + plus the number of the person or company you are trying to call. Calls to international locations are not included in your monthly plan, but rates are competitive with other major providers.

Installation

39. **How can I arrange for a Digital Phone installation?**

To order Digital Phone, you can [order online](#) or call us and a Customer Care representative will take your order collect the information needed to provide your Digital Phone and schedule your installation.

40. **How soon can I get my Digital Phone installed?**

For new telephone numbers, we can install service in three to seven days after initial order. For customers taking advantage of number porting, installation may take from seven to 14 business days.

41. **If I choose to receive a new number, am I required to call my current telephone provider to disconnect service?**

If you receive a new telephone number from Bright House Networks, you must contact your current phone provider to disconnect service. We recommend scheduling your service disconnect after the installation of Digital Phone so that you are not without service.

42. **Will I need to be home for the installation of Digital Phone?**

Yes. You must be present during installation.

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

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

44. **If I keep my current telephone number, am I required to call my current telephone provider to disconnect service?**

If you are keeping your telephone number, you do not need to call your current phone provider to disconnect. After the installation is complete, Bright House Networks will disconnect your old service. However, if you have indicated on your current provider's account not to allow them to change your provider without your permission (e.g., to prevent slamming), you must notify your current provider and request the change.

45. **How will I know when my Digital Phone is ready to make calls?**

Your service will be activated at the time our technician completes installation.

46. **Will I receive a copy of a phone book after the installation?**

If you are taking a Bright House Networks native 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 & Safety

47. **How do I contact Digital Phone Customer Care?**

Dial 611 from your Digital Phone or 1-888-275-5867 from any phone.

48. **Does Bright House Networks Digital Phone support 911 emergency services?**

Yes, we 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.

49. **What is Enhanced 911? How is it different from basic 911?**

911 is the official national emergency number in the United States and Canada. Dialing 911 quickly connects you to a Public Safety Answering Point (PSAP), emergency dispatcher trained to route your call to local emergency medical, fire, and law enforcement agencies.

Enhanced 911 (or E911) takes this one step further. E911 like that supported by Bright House Networks enable the dispatcher to automatically identify the phone number and address of the person who is calling.

50. **Is that different from the 911 my old phone company supports?**

No. Dialing 911 from the Digital Phone gets you the same emergency dispatcher as other traditional phone services.

51. **How is that different from some VoIP competitors?**

Bright House Networks works with the traditional telephone networks and local officials to support Enhanced 911 which provides the caller's phone number and address to public safety dispatchers. Because Bright House Networks Digital Phone accesses the official 911 network, emergency calls are routed to the proper local Public Safety Answering Point (PSAP).

VoIP providers targeted by the FCC's recent order do not have direct access to 911, so 911 calls may be routed to non-emergency numbers instead of the correct public safety dispatcher.

52. **Why do some competitors require that I register with 911 myself?**

VOIP providers targeted by the FCC order do not have access to the official 911 database, and cannot register your telephone number with 911. With Bright House Networks, your address is automatically entered into, and validated with, the local 911 database during the ordering process.

53. **If my power goes out, will I be able to dial 911 from a Digital Phone?**

We provide a four-hour back-up battery with Digital Phone. If you lose power, you should be able to make and receive phone calls for as long as you have continuing cable service up to the life of the battery. VOIP providers targeted by the recent FCC order do not provide battery back up.

Phones dependent on residential power, such as portable phones, will not work during a power outage. It's recommended that you keep a phone with no need for electricity available for emergencies. During a power outage, this type of phone will continue to operate until the Digital Phone modem's back-up battery is depleted.

54. **Will my monitored security system work with Digital Phone?**



Bright House Networks Digital Phone has been designed to work with monitored home security system and has been tested and is compatible with Home Security Systems, such as Brinks! We also **strongly recommend** that both you and your alarm company test the alarm system after installation.

55. **But my alarm company told me that the Digital Phone is not compatible with their security service.**

We have successful installations with ADT, Brink's Home Security, Safe Touch and Guardian, as well as many other local alarm companies. Our technicians are trained to properly install your Digital Phone. To ensure your satisfaction, we **strongly recommend** that you test, and have your alarm company test, your system after installation.

56. **Will my monitored medical alert system work with Digital Phone?**

The Digital Phone is compatible with most monitored medical alert systems. The Digital Phone 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.

57. **Who maintains the Digital Phone modem?**

Bright House Networks maintains the Digital Phone modem.

58. **Will the 30-day, money back guarantee apply to Digital Phone?**

Yes. We are confident that you'll like the simplicity of Digital Phone.

59. **How do I get technical support for Digital Phone?**

Bright House Networks Customer Care is available 24/7/365 days a year. Call 1-888-275-5887 or email cfl.digitalphone@mybrighthouse.com

60. **Whom can I call if there is an unresolved issue about Digital Phone?**

If you have a question about your monthly statement or service, contact Bright House Networks Customer Care at 1-888-275-5887.

61. **What if the equipment is damaged?**

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

62. **How much is the Digital Phone calling plan?**

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

63. **Is there a charge to switch to Digital Phone?**

There is no charge for switching to Digital Phone. In addition, Bright House Networks gives you a 30-day money-back guarantee with all services.

64. **How are customers charged for service?**

Your Digital Phone will be charged at one rate. Additional charges for calls made to international locations, or for Directory Assistance, or Operator Services appear as line items on the same statement.

65. **Can I see my recent call activity online?**

Yes, [click here](#) to see your call activity online.

66. **Will I receive a separate statement for Digital Phone?**

Digital Phone will appear as a line item on your Bright House Networks monthly statement.

67. **Will I get a detailed breakdown of call activity with Digital Phone?**

See the call detail on the [Digital Phone statement](#).

68. **Is there a seasonal plan with Digital Phone?**

Yes, both the [Vacation/Seasonal Plan](#) and [Vacation/Seasonal Plan Plus](#) are available. For only \$9.95 per month you can have your phone number waiting for you when you return.

69. **Do I have to pay for the entire month if I signed up for the Digital Phone in the middle of the month?**

No. Your monthly fee for the first month will be prorated, based on the number of days we provided you service.

70. **Are there extra charges for Digital Phone?**

Calls made to international locations, Directory Assistance or Operator Services will be billed per use.

71. **What kind of fees or taxes will I be charged?**

Just like traditional phone service, there are taxes and fees associated with telephone service. But unlike traditional phone services, Bright House Networks will not charge a line usage fee (up to \$6.50 per month), and we include other federal taxes normally applied to telephone rates in our low monthly rate. There is also a [Digital Phone Federal Excise Tax](#).

72. **Why am I still receiving bills from my former phone company?**

You may have switched service during the middle of your former phone company's billing cycle. Based on this, the carrier will send you a bill for the last days that you had service to close your account.

Voice Mail prompts in Spanish

73. **Is the Digital Phone Voice Mail service available in Spanish?**

Yes. All customers have the ability to select which language (English or Spanish) prompts they would like to hear when they retrieve Voice Mail.

74. **How do I change my Voice Mail prompts from English to Spanish?**

To change your language option, log into your Voice Mail account. Press:
0 = "If you need something else, press 0"
4 = Mailbox Settings
0 = "If you need something else, press 0"
*4 = Change Language

75. **Will I have to change my Voice Mail prompts each time I check my messages?**

No. Once you change the prompts to the selected language, all future prompts are set to that language and will be permanent until you decide to change the selected language.

Voice Mail - General Questions

76. **How many rings before my calls go to Voice Mail?**

Calls will go to Voice Mail after 25 seconds, which is 4 or 5 rings.

77. **How many call-waiting "beeps" will I hear before the call will go to Voice Mail?**

Calls will go to Voice Mail after 25 seconds, which is 2 or 3 beeps.

78. **How do I know if I have new Voice Mail messages?**

If you have a new message you will hear a stutter dial-tone (several quick "beeps" before the dial-tone) when you lift your receiver.

79. **What Voice Mail greetings can I customize?**

You can record a custom greeting for All Calls, Unanswered Calls and Busy Calls.

80. **How long can a Voice Mail message be?**

Each message can be up to 180 seconds (3 minutes) in length.

81. **How long can a Voice Mail greeting be?**

Your Voice Mail greeting can be up to 180 seconds (3 minutes) long.

82. **What do I need to do to set up my Voice Mail?**

You need to log in to Voice Mail, select a message, record a greeting and select a PIN.

83. **What is the default PIN for logging into Voice Mail?**

The last four digits of your telephone number.

84. **If I use Pin Skip, will my Voice Mail still be secure?**

With PIN Skip, you will no longer need to enter your Voice Mail PIN when you retrieve your Voice Mail from your home Digital Phone. This is a great time saving feature, but it does lessen the privacy and security of your Voice Mail. You can enable or disable the PIN Skip feature from the main Voice Mail menu.

85. **What should I select as my Voice Mail PIN?**

Any 4 numeric digits may be selected. The symbols (#) and (*) are not allowed.

86. **How many Voice Mail messages can I have?**

There is no limit to the number of messages, but your Voice Mail box is limited to a total 40 minutes of messages.

87. **What will happen when my Voice Mailbox is full?**

If the mailbox is full and not accepting new messages, callers will hear, "Sorry (pause), cannot receive a

message. This mailbox is full. To leave a message for someone else press 2."

88. **Can callers mark Voice Mail messages as urgent?**

Yes.

89. **How can I listen to my Voice Mail messages?**

There are currently three ways to listen to your messages.

While at home - Pick up your home line and press *98. Follow the voice prompts that tell you how to listen to new messages.

While away from home - Call your home phone number from another phone (it must not be answered by someone at home). Press *5 when you hear the Voice Mail greeting. You will then be prompted to enter your 10-digit home phone number and 4-digit PIN.

Anywhere - Call the Voice Mail remote access number at **(407) 702-1500**. Follow the voice prompts that tell you how to access your Voice Mail box and listen to new messages.

90. **What is *98?**

*98 allows you to quickly access your Voice Mail by pressing just three buttons on your home phone, saving you time from dialing lengthy access numbers.

91. **How do I access my Voice Mail messages using *98?**

If you pick up your receiver and hear a stutter dial tone, this means you have Voice Mail. Simply press *98 and you will be connected to your Voice Mail.

92. **Will I be able to save my messages if I use *98?**

Yes, *98 automatically connects you to your Voice Mail, which allows you to listen to, repeat, forward and save messages for 30 days. If you would like to save your Voice Mail messages for longer than 30 days, it is recommended you access the Digital Phone Online Tools to save your Voice Mail messages to your computer.

93. **Will *98 work if I have my language prompts set to Spanish?**

Yes, *98 works with both the English and Spanish language Voice Mail.

94. **Why am I getting a busy signal when I press *98?**

If you get a busy signal when accessing *98, this means you haven't set up your Voice Mail.

95. **I access Voice Mail via the Speed Dial feature, can I continue to do this or must I use *98?**

Yes, you can continue to use Speed Dial to access Voice Mail or you can just press *98.

96. **Can I use *98 to access my Voice Mail if I'm away from home?**

No, *98 will only work when checking Voice Mail from your home Digital Phone.

97. **How long are Voice Mails kept in my mailbox?**

Voice Mails will be saved for 30 days from receipt.

98. **What if I want to keep a Voice Mail longer than 30 days?**

You will need to save the Voice Mail to a permanent location, such as your PC. The easiest way to do this is through Digital Phone Online Tools.

Three-Way Calling

99. **What is a Three-Way Call?**

A Three-Way Call is the addition of a third party to an existing phone conversation.

100. How do I initiate a Three-Way Call?

1. On an existing call, briefly press the Flash button or switch hook. This places the first party on hold.
2. When you hear the recall dial tone (three tones and then a dial tone), dial the telephone number of the third party (the person you want to add to the call).
3. Press the Flash button or switch hook again, and then all three parties will be joined on the call.

101. How do I get Three-Way Calling?

Three-Way Calling is available to all new or current Digital Phone customers. New customers will be given the option when they sign up for Digital Phone. Current Digital Phone customers can request Three-Way Calling online at <http://threewaycalling.mybriighthouse.com> or by calling our Activation Line at (888) 205-2451.

102. How long after a current Digital Phone customer requests Three-Way Calling will that feature be active?

Three-Way Calling will be available within 48 hours after the request is received.

103. How will Three-Way Calling affect my service?

When you are on a three-way call, your Call Waiting and Call Waiting Caller ID will not function. Additional incoming calls will go directly to your Voice Mail (or get a busy signal if you don't have Voice Mail service).

104. Is it possible to make a three-way call by mistake?

Yes. If you don't want to make a three-way call, be sure to hang up for at least two seconds between all calls until you hear a normal dial tone. If you don't hang up long enough, you will hear an intermittent dial tone and could place a three-way call by mistake.

105. Is there a charge for Three-Way Calling?

No. Three-Way Calling is available with your Digital Phone service at no additional charge.

106. Can one of the parties leave without ending the call?

If either of the called parties hangs up the call continues with the remaining two parties. If the person who initiated the call hangs up during a three-way call, all parties are disconnected.

Second Line

107. How many phone lines can I have with my Bright House Networks Digital Phone?

You can have a total of two lines for one low monthly price.

108. Can I have a second line for my business?

No. Digital Phone is a residential service offered for your personal, non-commercial use. You cannot resell or distribute (whether for a fee or otherwise) Digital Phone, or any portion of the Service. You cannot otherwise charge others to use Digital Phone, or any portion of the Service. You cannot use Digital Phone for any enterprise whether or not it is a for-profit enterprise.

109. Will I receive a second bill or statement for my additional phone line?

Billing for the additional phone line will be included with your regular monthly bill statement.

110. Will there be a separate telephone number for the additional phone line?

Yes. Second Line will allow you to have two separate, unique telephone numbers.

111. What Digital Phone plans can I purchase with my additional phone line?

You can subscribe to the Unlimited Nationwide plan or the Unlimited Florida plan.

112. **Does the additional phone line offer the same features as my primary line?**

Yes, Second Line offers you all the same features of your primary line with the possible exception of Voice Mail. Voice Mail is included on an Unlimited Nationwide line, and is available for an additional fee on an Unlimited Florida line.

113. **Can I have a separate Voice Mail box on each of the two phone lines?**

Yes, Voice Mail is included when you subscribe to the Unlimited Nationwide plan, and it is available for an additional fee when you subscribe to the Unlimited Florida plan. If a line has Unlimited Nationwide, the Voice Mail box on that line will be free. If a line has Unlimited Florida, a Voice Mail box on that line is available for \$3.95 per month.

114. **As a new customer, can I keep my existing telephone number?**

In most cases, you can transfer your existing telephone number from another service partner if that provider does not impose restrictions on porting.

115. **How will my additional phone line be listed in the telephone directory?**

You may choose how your additional phone line is listed in the telephone directory. The name must be a proper name and cannot be a business name.

116. **Will I have to purchase any equipment to have an additional phone line?**

No, the purchase of additional equipment from Bright House Networks is not necessary.

117. **Is there a charge for installation on my additional phone line?**

Installation is free for Unlimited Nationwide phone lines and almost all Unlimited Florida phone lines, depending on what other Bright House Networks services are on your account.

118. **How will I be able to identify the charges for my additional line on my monthly statement?**

The additional line will be included as a separate line item on your monthly statement. Charges such as Direct Assistance and International Long Distance associated with your Second Line will be shown on the bill together with charges from the primary line.

119. **How will I be able to distinguish the long distance calls made on my additional phone line?**

You can find additional call detail for outbound domestic and International Long Distance calls through your Online Account Manager, on the Bright House Networks website.

120. **When I place a phone call from my additional phone line, what name will appear on the Caller ID box?**

You may choose how your additional phone line appears on the Caller ID box. The name must be a proper name and cannot be a business name.

121. **Can a roommate port a telephone number on or off an account?**

Only the account holder can port a number on or off an account.

122. **Is my roommate responsible for paying the phone bill?**

The account holder assumes all responsibility for the bills. Unless the account holder identifies the roommate as an authorized user, no information about the account can be given to the roommate by a Bright House Network representative.

123. **Can a roommate assume responsibility for an account?**

If the name and ID on the account needs to be changed, both parties will need to go to a Customer Care Center and change the ID on the account.