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

BELLSOUTH
TELECOMMUNICATIONS, LLC,
d/b/a AT&T Florida,

Complainant,

v.

FLORIDA POWER & LIGHT COMPANY,

Respondent.

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)
) Proceeding No. 19-187
)
) Bureau ID No. EB-19-MD-006
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**RESPONDENT FLORIDA POWER & LIGHT COMPANY'S BRIEF
IN SUPPORT OF ITS ANSWER TO THE AMENDED COMPLAINT OF
BELLSOUTH TELECOMMUNICATIONS, LLC, D/B/A AT&T FLORIDA**

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Dated: September 16, 2019

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I. EXECUTIVE SUMMARY

It was 1975. Gerald Ford was President of the United States. *Love Will Keep Us Together* by The Captain and Tennille ruled the AM radio airwaves. *Jaws* and *One Flew Over the Cuckoo's Nest* topped the box office. Mood rings, pet rocks and Rubix Cubes were everywhere. And as of January 1, 1975, Southern Bell Telephone and Telegraph Company – predecessor-in-interest to complainant, Bellsouth Telecommunications, LLC, d/b/a AT&T Florida (“AT&T”)¹ – and respondent, Florida Power & Light Company (“FPL”),² entered into a Joint Use Agreement (“1975 JUA” or “Agreement”) for the equitable sharing of the ownership costs of a mutually constructed and beneficial network of poles to serve their customers.

So equitable, in fact, was the 1975 JUA that a May 19, 1975 internal letter at Southern Bell declared a “major change in the new Contract” between it and FPL: “The principle of space recognition has been accepted by FP&L. The rental rate is based on percentage ownership reflecting space allocations of 47.4% for the Telephone Company and 52.6% for the Power Company, rather than the old reciprocal rate.” Satisfied with the Agreement it had procured, from January 1, 1975 until 2018, AT&T engaged in business as usual with FPL under the 1975 JUA.

On March 5, 2018, FPL sent an invoice to AT&T in the principal sum of [REDACTED], which represented the net principal amount due for AT&T’s ownership share of its occupancy on FPL’s poles during the 2017 calendar year. AT&T did not pay that invoice.

On February 1, 2019, after nearly a year had passed with no payment on the previous invoice for the 2017 calendar year, FPL submitted another invoice to AT&T in the principal sum of [REDACTED], seeking payment for the ownership share due for AT&T’s occupancy on FPL’s

¹ AT&T is an incumbent local exchange carrier (“ILEC”) that provides telecommunications and other services in Florida

² FPL is a Florida-based power utility company serving more than 5.0 million accounts, which translates to about 10 million people in Florida.

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poles for the 2018 calendar year. AT&T did not pay that invoice. Significant interest on both invoices accrued daily. In fact, the last time AT&T made a payment to compensate FPL for the use of its pole network was for the 2016 calendar year.

During the more than two year period AT&T unilaterally refused to pay its share of the joint use network ownership costs, AT&T never notified FPL in writing of allegations that formed the basis of a potential FCC complaint as required by 47 C.F.R. §1.722(g). AT&T merely repeatedly questioned the basis for FPL's calculation of the 1975 JUA rate, which AT&T already knew full well. It had successfully negotiated that rate back when Gerald Ford was President and people wore their mood rings on the way to watch *Jaws*.

AT&T's two-year period of unilateral non-payment effectively asked FPL's customers to bear AT&T's entire joint use ownership share of nearly [REDACTED]. Because of this, and because AT&T plainly breached the 1975 JUA by failing to make any payments on an almost [REDACTED] obligation for two years, on March 25, 2019, FPL exercised its rights under the 1975 JUA to (a) terminate AT&T's pole attachment rights as to its existing attachments; and (b) terminate the 1975 JUA as it applies to any future obligations of either party as to additional poles.

AT&T filed the present Complaint before the Federal Communications Commission ("Commission" or "FCC") against FPL on July 1, 2019. That same day, AT&T finally paid an amount to FPL equal to the severely delinquent outstanding principal balance due for the calendar years 2017 and 2018. For reasons known only to AT&T, the Complaint claimed AT&T had paid FPL the amounts owed under the 1975 JUA, expressly neglecting to inform the Commission that AT&T (1) had just delivered a payment in the form of two checks to FPL on that same morning and (2) had failed to pay the nearly [REDACTED] in interest it owed FPL for AT&T's use of FPL's [REDACTED] for two years. Probably for the same reasons, AT&T neglected to inform the

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Commission that: (1) AT&T had never provided FPL the basis of its Complaint in writing; (2) AT&T had made very clear to FPL that AT&T was not attempting to renegotiate or change the contractual rates set forth in the 1975 JUA; (3) FPL had emphasized more than once that it was willing to negotiate a new attachment rate going forward; and, (4) FPL had offered multiple times over the past 5 years to purchase all of AT&T's poles and negotiate with AT&T what would effectively be rates, terms and conditions of attachments comparable to those of other telecommunications providers, but AT&T had never shown interest in FPL's proposal.

The Commission should dismiss or deny AT&T's Complaint. AT&T's pre-filing conduct should not be condoned. Its failure to abide by the requirements of 47 C.F.R. §1.722(g) and unilateral resort to [REDACTED] of self-help for more than two years warrant reprobation.

The substance of AT&T's Complaint is similarly without merit. The Commission's *2018 Third Report and Order* and that order's rebuttable presumption that AT&T is similarly situated to competitive telecommunications carriers do not apply retroactively to the 1975 JUA. That Agreement is a longstanding, valid and enforceable agreement that predates the *2018 Third Report and Order* by 43 years. Indeed, the *2018 Third Report and Order* itself makes clear that it only applies to "new" and "newly renewed" joint use agreements and that the Commission will not grant ILECs refunds as to existing contracts for the applicable limitations period predating the order. Both the law and the facts clearly preclude applying the *2018 Third Report and Order* to the 1975 JUA.

According to the Commission then, the framework of the *2011 Pole Attachment Order* applies to the parties' dispute over the 1975 JUA. That order, however, also should not be applied in this case, not only for the same reasons as above, but also because AT&T was not subject in 1975 and has not been subjected currently to any exertion of bargaining power, AT&T does not

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lack the ability to terminate the 1975 JUA and obtain a more favorable agreement (indeed, it did not even try to do so) and there is no “significant disparity” between the respective joint use ownership shares each party pays the other.

Even assuming for the sake of argument that the Commission was to apply the *2011 Pole Attachment Order* to the 1975 JUA, the Complaint must be denied because the 1975 JUA rates are just and reasonable. The burden of proof under the *2011 Pole Attachment Order* is on AT&T and it comes nowhere close to meeting that burden. FPL, on the other hand, establishes by compelling evidence not only nearly twenty material net benefits and advantages AT&T receives under the 1975 JUA, but also quantifies those benefits and shows that their monetary value more than justifies the 1975 JUA rates. Indeed, FPL’s voluntary grant of access to its infrastructure alone has extraordinary value to AT&T, worth at least over [REDACTED] in the avoided costs of building its own network. Despite the Commission’s plain statement in the *Verizon v. FPL Decision* that Verizon provided “no evidence regarding the value of access” to FPL’s poles, AT&T here wholly fails to provide evidence regarding the value of access.

In addition, AT&T’s claim that its obligations as a pole owner cancel out any benefits under the 1975 JUA is specious. Not only has AT&T simply disregarded FPL’s several proposals that would have allowed AT&T to sell all of its poles, because AT&T has chosen since approximately 1998 not to invest in its own pole network, the mathematical fact is that AT&T does not own enough poles to cancel out its benefits as an occupant on FPL’s poles.

And, even though the rates to AT&T under the 1975 JUA are the appropriate and lawful rates in this case, a comparison of those rates to the properly calculated old telecom rate for AT&T from 2014-18 is telling. The old telecom rates for AT&T are higher than the 1975 JUA rates for AT&T in every year. If the old telecom formula were applied in this case to both parties’

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attachments on a reciprocal basis, AT&T would owe FPL a net payment of [REDACTED] above and beyond the amounts invoiced under the 1975 JUA during that period.

Finally, even if despite all of the foregoing the Commission should evaluate the 1975 JUA under the *2018 Third Report and Order*, the 1975 JUA rates are just and reasonable. FPL has established by clear and convincing evidence that AT&T receives net benefits under the 1975 JUA that materially advantage AT&T over other telecommunications attachers, including all of the same benefits enumerated in the *2018 Third Report and Order* as well as many more. In addition, even if the old telecom rate were applied here as a “hard cap,” AT&T would owe FPL far more than it has paid under the 1975 JUA.

For all of these reasons, as well as the affirmative defenses detailed in FPL’s accompanying Answer, the Commission should dismiss or deny AT&T’s Complaint. On a retrospective basis, the Commission should not review or disturb the terms of the January 1, 1975 Joint Use Agreement that AT&T proudly proclaimed included a major change in space allocation and percentage ownership that AT&T sought and was “accepted by FP&L.” On a prospective basis, there is nothing for the Commission to do as FPL terminated AT&T’s rights under the 1975 JUA.

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II. BACKGROUND

A. Factual Background

1. The 1975 JUA.

On May 19, 1975, an internal letter at Southern Bell declared a “major change in the new Contract” between it and FPL: **“The principle of space recognition has been accepted by FP&L. The rental rate is based on percentage ownership reflecting space allocations of 47.4% for the Telephone Company and 52.6% for the Power Company, rather than the old reciprocal rate.”**³ Southern Bell had successfully negotiated for itself a new— and lower— allocation of space ownership percentage and resulting potential payment.

The Ferris Letter referred, of course, to the same 1975 JUA between the parties at issue in this proceeding, entered into as of January 1, 1975.⁴ The 1975 JUA had several rate-related provisions relevant here. First, the parties expressly agreed that FPL would be allocated “the uppermost 6 feet” of each joint use pole and Southern Bell would be allocated “a space of 4 feet . . . at sufficient height above the ground to provide proper vertical clearance for the lowest horizontally run wires or cables attached in such space.”⁵ Second, as the Ferris Letter highlighted, the parties specifically agreed to an allocation of space on the pole of 47.4% for Southern Bell and 52.6% for FPL.⁶ In fact, what the parties defined as the “Objective Percentage” of allocated space in the 1975 JUA they also agreed would be the objective percentage of each party’s total pole ownership under the 1975 JUA.⁷ The party owning less than its “objective percentage” of poles was to compensate the other party.⁸

³ Declaration of Thomas J. Kennedy, attached as *Exhibit A* (“Kennedy Dec.”), at ¶ 32, *citing* Letter from C.S. Ferris to Mr. J.M. Tinsley, dated May 19, 1975 (“Ferris Letter”), attached as *Exhibit B* to Kennedy Dec. (emphasis added).

⁴ Complaint, *Exhibit 1* (ATT 00109).

⁵ *Id.*, § 1.17.

⁶ *Id.*, § 1.1.19.

⁷ *Id.*, §§ 4.3, 10.9.

⁸ *Id.*, § 10.9.

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Third, the parties also expressly agreed to a rate for the use of each other's joint use poles based on "the average annual cost of providing and maintaining the joint use poles of either party" and mechanisms to calculate that rate and pay it to the party owning the majority of the poles.⁹ This "adjustment rate," therefore, would be used to calculate the rent owed by the party owning less than its "objective percentage" of the poles to the other. The amount to be paid would be the adjustment rate times the number of poles less than the "objective percentage" owned by the paying party.¹⁰

Fourth, the parties specifically agreed that "special poles"; *i.e.*, poles made of special materials such as concrete, steel or laminated wood,¹¹ would be "billed at 1.5 times the adjustment rate."¹² Finally, Southern Bell and FPL agreed that the rental rate and payment procedures under their new JUA would remain in place for at least five years.¹³ The parties provided that: "The adjustment rate shall then become subject to renegotiation at the request of either party annually thereafter upon not less than six (6) months' prior notice."¹⁴ If a request was made for renegotiation of the adjustment rate and it was not achieved within six months, the 1975 JUA would terminate.¹⁵

The 1975 JUA also specified an initial term for the parties' new agreement of five years, until January 1, 1980. After that, the 1975 JUA would continue in place unless and until one party provided the other six months written notice of termination.¹⁶

⁹ *Id.*, §§ 10.6, 10.9.

¹⁰ *Id.*, § 10.9.

¹¹ *Id.*, § 1.1.6.

¹² *Id.*, § 10.5.

¹³ *Id.*, § 11.1.

¹⁴ *Id.*

¹⁵ *Id.*, § 11.2.

¹⁶ *Id.*, Article XVI.

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For the next 43 years and 3 months, the rate, space allocation, and pole ownership provisions of the 1975 JUA would remain in place, devoid of any record that the parties ever so much as discussed those provisions.¹⁷

2. The Parties' Course of Conduct under the 1975 JUA.

From January 1, 1975 until April 3, 2018, it was business as usual under the 1975 JUA. The only record of any negotiations or change regarding the 1975 JUA came in 2007, when the parties amended their agreement to provide, in pertinent part, only for certain storm related protocols and for a dispute resolution process.¹⁸ In the 2007 Amendment, the parties provided: “The Parties acknowledge and agree that the terms and conditions of this Amendment have been freely and fairly negotiated.”¹⁹

For a period of more than 43 years, there is no record of any changes or renegotiations between the parties regarding the 1975 JUA, other than the 2007 Amendment.²⁰ Indeed, there is no record of any relevant discussions of the 1975 JUA during this time, or even attempted changes or renegotiations regarding the relevant provisions of the agreement.²¹ AT&T did not seek to change the space allocations, pole ownership split, or rate calculations.²² AT&T did not seek to renegotiate the 1975 JUA.²³ And there is no record that AT&T sought to terminate the 1975 JUA or even that there were relevant disputes or complaints between the parties regarding the 1975 JUA.²⁴

¹⁷ See Kennedy Dec., ¶ 33.

¹⁸ Complaint, *Exhibit 1* (ATT00135) (the “2007 Amendment”).

¹⁹ *Id.*, at 5 (ATT00139).

²⁰ See Kennedy Dec., ¶ 33.

²¹ See *id.*

²² *Id.*

²³ *Id.*

²⁴ See *id.*

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There is, however, a record of a mutually satisfactory status quo. In fact, the record shows that AT&T over the years was quite mindful of the pole ownership ratio between the parties and its stated and agreed upon goal under the 1975 JUA to achieve an objective percentage ownership of 47.4 percent of the parties' joint use poles.²⁵ AT&T simply chose not to act to achieve its contractual objective.²⁶ Instead, beginning in 1998, AT&T actually allowed its pole ownership ratio to decline from a high of 44% to a low of 34% in 2018.²⁷ AT&T simply chose not to invest in its pole infrastructure.²⁸ In addition, AT&T has not sought to purchase any joint use poles from FPL for at least 24 years.²⁹ And for more than 43 years, AT&T regularly paid the joint use rental invoice provided it by FPL as calculated under the adjustment rate and payment provisions.³⁰

3. The Parties' Pre-Complaint Discussions of the JUA Rates.

Historically, AT&T had promptly and timely paid FPL all adjustment charges due each year as required under the 1975 JUA up to and through the 2016 calendar year, charges which AT&T paid in early 2017. Unfortunately for FPL and its customers, this was the last payment FPL received from AT&T until the day AT&T filed its Complaint on July 1, 2019. In other words, AT&T benefitted from using FPL's poles for over two years without making any payments.

On March 5, 2018, FPL sent an invoice to AT&T in the principal sum of [REDACTED], which represented the net amount due for AT&T's attachments on FPL poles during the 2017 calendar year. AT&T did not timely pay that invoice. April 3, 2018 was the first date during the lifetime of the 1975 JUA that AT&T discussed the 1975 JUA rates with FPL.³¹ And they did

²⁵ *Id.*, ¶ 34.

²⁶ *Id.*; Declaration of William P. Zarakas, attached as *Exhibit B* ("Zarakas Dec."), ¶¶ 5, 19.

²⁷ Kennedy Dec., ¶¶ 34–35.

²⁸ *Id.*, ¶ 33.

²⁹ *See id.*, ¶ 34.

³⁰ Declaration of David Bromley, attached as *Exhibit C*, at ¶ 6.

³¹ *Id.*, ¶¶ 7–8.

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just that—they “discussed” the rates. In a phone call between AT&T and FPL on April 3, 2018 and again on April 20, 2018, AT&T asked questions as to the calculations and financial data underlying the 1975 JUA rates.³² So began AT&T’s efforts to chip away at a more than four decades old business relationship.

Over the next several months, AT&T responded to FPL’s repeated requests for payment by claiming it was going through a “vetting process” which required approval by several management levels. AT&T submitted several questions regarding the calculation of the rates under the terms of the JUA and FPL promptly responded each time.³³

Months and months passed without AT&T paying FPL’s joint use invoice. During that time, AT&T never provided FPL written notification of any specific allegations it had regarding the alleged unlawfulness of the 1975 JUA and/or rates.³⁴

On August 21, 2018, 169 days after FPL submitted its invoice to AT&T for payment, AT&T made the general assertions that FPL had an obligation to charge AT&T a just and reasonable pole attachment rate and that AT&T believed it was entitled to the “new telecom rate” or, at worst, the “old telecom rate” or pre-existing telecom rate.³⁵ AT&T further asserted that the invoiced rates far exceeded the rates produced by the FCC’s rate formulas. AT&T provided no details or explanations as to how it reached this conclusion.

AT&T also never requested that FPL renegotiate the 1975 JUA rates, provided any specifics as to what AT&T believed was a lawful rate, or even state how much AT&T believed it owed FPL for use of its joint use poles. AT&T did not ever provide such information in the parties’

³² *Id.*

³³ *Id.*, ¶ 9.

³⁴ *Id.*, ¶ 10.

³⁵ See Complaint, *Exhibit 5*.

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direct negotiations or at their mediation. It simply kept claiming that the 1975 JUA rate was unlawful and demanding that FPL justify the rate.³⁶

During this time, FPL requested a face-to-face meeting with AT&T for the purpose of resolving the dispute over non-payment of the March 5, 2018, joint use invoice. During the parties' discussion, AT&T expressly stated that it was not seeking to renegotiate the 1975 JUA rate.³⁷ In the fifteen months of AT&T's non-payment of nearly [REDACTED], the most detail AT&T ever provided FPL regarding its position was from an August 21, 2018 e-mail stating the following:

I am also concerned with the magnitude of the invoiced rates given FPL's obligation under the contract and the law of which I am aware to charge AT&T "just and reasonable" pole attachment rates. Article VI of the contract requires that the joint use of poles "at all times be in conformity with all applicable provisions of law" and federal law has long required that AT&T be charged a competitively neutral, just and reasonable rate. The FCC made that clear in its 2011 Pole Attachment Order and again earlier this month in its Third Report and Order. I trust you are aware that the FCC adopted a presumption that the just and reasonable rate for an ILEC like AT&T should be the new telecom rate, unless the power company can prove that the ILEC has some net material advantage over its competitors. We are aware of no such advantage, particularly since AT&T bears so many unique costs that disadvantage it relative to its competitors. But even if FPL were able to prove some net material advantage, the FCC set the pre-existing telecom rate as a "hard cap" on the rate that may be charged. The invoiced rates far exceed the rates produced by both FCC rate formulas.³⁸

Indeed, a careful review of the complete record of the parties' exchanges, including all exhibits submitted by AT&T with its Complaint, shows that the August 21, 2018 email from Kyle Hitchcock to Thomas Kennedy is the closest AT&T ever came to providing written advance notification of the allegations that form the basis of its Complaint. And "closest" is a term applied loosely.³⁹

³⁶ Bromley Dec., ¶ 10–11.

³⁷ *Id.*, ¶ 12.

³⁸ Complaint, *Exhibit 5*.

³⁹ Bromley Dec., ¶ 10–11.

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AT&T studiously avoided stating that it wanted to renegotiate the 1975 JUA rate. FPL's David Bromley memorialized this fact on December 20, 2018. "As stated in prior emails and at the meeting, if AT&T wants to re-negotiate the contract rate with FPL, the Agreement requires 6 months written notice. To date, FPL has not received such written notice and **AT&T indicated at the December 7 meeting that AT&T had not and was not initiating re-negotiation of the rate.** If AT&T does not want to renegotiate the rate, FPL must continue to rely upon the terms of the Agreement for calculating the rate."⁴⁰

AT&T continued its refusal to provide specific details as to what it believed was the just and reasonable rate or what it believed was due for its occupancy of FPL's poles during the 2017 calendar year. Also, over the next several months, contrary to what the FCC had contemplated for pre-suit negotiations, AT&T never identified orally or in writing the specific underlying allegations that would support its conclusion that the contractual rates were not just and reasonable, that AT&T was comparably situated to its competitors, or that it was entitled to either the new or pre-existing telecom rate. Rather, as reflected in the attachments to the Complaint, AT&T continued to make general conclusory allegations and requested FPL to identify the steps it had taken to ensure compliance with federal law and its requirement for competitively neutral, just and reasonable rates.⁴¹

On February 1, 2019, after a year had passed with no payment on the previous invoice for the 2017 calendar year, FPL submitted another invoice in the principal sum of [REDACTED], seeking payment for the net rent due for AT&T's occupancy on FPL poles for the 2018 calendar year. In response, FPL received no payment or written objection from AT&T.⁴² Moreover,

⁴⁰ See e-mail from David Bromley to Diane Miller, dated December 20, 2018, attached to Complaint as *Exhibit 12* (ATT00197) (emphasis added).

⁴¹ Bromley Dec., ¶ 11–12, 14; Complaint, *Exhibit 8* (ATT00179).

⁴² Bromley Dec., ¶ 13.

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consistent with its conduct regarding the invoice for the 2017 calendar year, AT&T did not attempt to identify what it thought was due for its occupancy on the FPL poles during the 2018 calendar year. AT&T remained silent and continued to withhold all payments to FPL while it continued to enjoy the use and benefits of being attached to FPL poles.⁴³

On July 1, 2019, AT&T delivered payment to FPL in the form of two checks totaling [REDACTED], which represented the outstanding principal balance, absent interest, due for adjustment charges on the severely delinquent FPL invoices for the 2017 and 2018 calendar years.⁴⁴ This fact is conspicuously absent from the Complaint and excluded from the affidavit of Diane Miller, who stated that AT&T has processed payment on the 2014 through 2018 invoices that are the subject of the Complaint.⁴⁵

Momentarily after it paid FPL the principal amount owed, AT&T filed the Complaint.

B. The Rates at Issue

The rates paid by AT&T to attach to FPL's distribution poles under the 1975 JUA during the years AT&T claims are at issue, 2014 to 2018, are as follows:

1975 JUA Rate	2014	2015	2016	2017	2018
Rate per distribution pole (base contract rate)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

FPL fully establishes below that AT&T is not entitled to the “pre-existing telecom rate” or “old telecom rate,” much less the “new telecom rate.” For comparison purposes, however, the properly calculated old telecom rates for AT&T to attach to FPL's distribution poles are as follows for the years 2014 to 2018:

⁴³ *Id.*, ¶ 14.

⁴⁴ *Id.*, ¶ 15.

⁴⁵ See ATT00051–00052.

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Old Telecom Rate	2014	2015	2016	2017	2018
Rate per wood distribution pole (base contract rate)					

The properly calculated old telecom rates, higher in every instance than the 1975 JUA rates, were calculated by FPL's highly experienced rates expert, Renae B. Deaton.⁴⁶ Ms. Deaton calculated the old telecom rates using input data for the FCC's formulas provided by joint use audits and a statistically reliable joint use survey performed by Alpine Communication Corp., FPL's longtime joint use and pole attachment field services consultant.⁴⁷ FPL's statistical expert, Ronald J. Davis, ensured that the survey Alpine performed was statistically reliable.⁴⁸ Notably, AT&T did not perform any such factual analyses, but instead leaned on the FCC's rebuttable presumptions, without any actual data, to perform its rate calculations.

Ultimately, FPL's joint use expert, Mr. Kennedy, reviewed, explained and applied the input data and rates provided from joint use field audits signed off by AT&T and declarations from Messrs. Davis and Murphy and Ms. Deaton to calculate the net payment owed by one party to the other if the old telecom rate is applied reciprocally for comparison purposes.⁴⁹ He concluded: "If AT&T and FPL each paid one another an attachment rate at the properly calculated pre-existing telecom rate for the years 2014-18, AT&T would owe FPL

.⁵⁰

III. The Commission Should Not Condone AT&T's Pre-Filing Conduct

A. AT&T Failed to Engage in Executive Level Discussions as Required by Law.

⁴⁶ See Declaration of Renae B. Deaton, attached as *Exhibit D* ("Deaton Dec.").

⁴⁷ See Declaration of Robert Murphy, attached as *Exhibit E*, ¶¶ 1-3 ("Murphy Dec.").

⁴⁸ See Declaration of Ronald J. Davis, attached as *Exhibit F* ("Davis Dec.").

⁴⁹ Kennedy Dec., ¶¶ 28-31, 38.

⁵⁰ *Id.*, ¶ 38. This figure assumes that AT&T's argument regarding the applicable statute of limitations at five years is valid, a position with which FPL disagrees.

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AT&T failed to fulfill its pre-filing regulatory obligations to provide FPL with the factual basis for its Complaint. AT&T's "good faith certification" to the contrary is knowingly misleading. AT&T's Complaint must therefore be dismissed. 47 C.F.R. §1.722(g) provides that:

Certification that the complainant has, in good faith, discussed or attempted to discuss the possibility of settlement with each defendant prior to the filing of the formal complaint. In disputes between businesses, associations, or other organizations, the certification shall include a statement that the complainant has engaged or attempted to engage in executive-level discussions concerning the possibility of settlement. Executive-level discussions are discussions among representatives of the parties who have sufficient authority to make binding decisions on behalf of the entity they represent regarding the subject matter of the discussions. Such certification shall include a statement that, prior to the filing of the complaint, **the complainant notified each defendant in writing of the allegations that form the basis of the complaint and invited a response within a reasonable period of time.** A refusal by a defendant to engage in discussions contemplated by this rule may constitute an unreasonable practice under the Act. The certification shall also include a brief summary of all additional steps taken to resolve the dispute prior to the filing of the formal complaint. [emphasis added]

AT&T alleges that it "notified FPL in writing of the allegations that form the basis of this Complaint and invited a response within a reasonable time," and that the parties met to settle the dispute through a face-to-face executive-level meeting, which occurred on December 7, 2018.⁵¹ However, the truth is that, in the fifteen months of non-payment of nearly [REDACTED], the most information that AT&T ever provided FPL regarding the basis of its claims came in an e-mail from FPL's Kyle Hitchcock, stating: "I am also concerned with the magnitude of the invoiced rates given FPL's obligation under the contract and the law of which I am aware to charge AT&T 'just and reasonable' pole attachment rates. . . . The invoiced rates far exceed the rates produced by both FCC rate formulas."⁵²

⁵¹ See Complaint, ¶7; Affidavit of Dianne Miller ("Miller Aff.") (ATT00054).

⁵² Complaint, *Exhibit 5*.

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The paucity of AT&T's written notice of allegations stands in stark contrast to the flood of allegations in the Complaint. For example, AT&T acknowledges that the Commission may decide that the correct application of the law requires that the *2011 Pole Attachment Order* governs the parties' dispute as to the 1975 JUA.⁵³ Indeed, AT&T devotes 7 pages and 11 paragraphs to allegations claimed to support its arguments under the *2011 Pole Attachment Order*.⁵⁴ Under that Order, AT&T must prove that "the rates established by the governing agreement between Florida Power and [AT&T's] predecessor are unjust and unreasonable [and] that [AT&T] is similarly situated to competitive local exchange carriers."⁵⁵

AT&T's allegations in support of its arguments under the *2011 Pole Attachment Order* include the following:

- AT&T's calculations of the rates under the Agreement and the telecom rate formula show that the Agreement rate exceeds the applicable telecom rate.⁵⁶
- The *current* (as compared to the ration in 1975 when the 1975 JUA was executed) pole ownership ratio between the parties shows that FPL exercised bargaining power over AT&T in connection with the Agreement.⁵⁷
- AT&T lacks the ability to terminate the Agreement.⁵⁸
- AT&T has been entitled to the new telecom rate since the *2011 Pole Attachment Order*.⁵⁹ Indeed, as to this last point, AT&T states: "FPL has also not challenged AT&T's conclusion that certain aspects of the JUA disadvantage AT&T as compared to its competitors. Any analysis of "competitive neutrality" must "account for . . . the different rights and responsibilities."⁶⁰

⁵³ See *In the Matter of Implementation of Section 224 of the Act* (WC Docket No. 07-245); *A National Broadband Plan for Our Future* (GN 09-51), Report and Order and Order on Reconsideration, 26 FCC Red 5240 (2011), *aff'd*, *American Elec. Power Serv. Co. v. FCC*, 708 F.3d 183 (D.C. Cir. 2013) ("*2011 Pole Attachment Order*").

⁵⁴ Complaint, ¶¶ 20-30.

⁵⁵ *In the Matter of Verizon Fla. LLC, Complainant*, 30 F.C.C. Red. 1140, ¶ 23 (2015) ("*Verizon v. FPL Decision*").

⁵⁶ Complaint, ¶¶ 21-22.

⁵⁷ *Id.*, ¶ 23.

⁵⁸ *Id.*, ¶¶ 24-27.

⁵⁹ *Id.*, ¶¶ 28-30.

⁶⁰ *Id.*, ¶ 30 (internal citations and quotations omitted).

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AT&T provided FPL no advance written notice of any of the above allegations.⁶¹ FPL learned of them for the first time on July 1, at the same time as this Commission. Because of AT&T's failure to comply with Rule 1.722(g), FPL was deprived of the chance to review and understand AT&T's allegations which form the basis of the complaint, to respond fully and in writing to those allegations, and to engage in meaningful pre-complaint settlement discussions. AT&T engaged in a tactical plan to delay substantial payments to FPL for as long as possible without identifying the specific bases for its claim. This scheme allowed AT&T to unfairly: (1) enjoy the benefit of keeping in its coffers substantial payments that belonged to FPL for a substantial period of time;⁶² and (2) place FPL at a severe disadvantage in defending this action, as FPL saw AT&T's allegations for the first time in the Complaint with no opportunity to discuss them with AT&T.

Indeed, while FPL's two invoices were left unpaid for a substantial period of time, AT&T never provided any written notice of the specific allegations that supported its basis for contending that the contractual rates were unjust and unreasonable. Moreover, AT&T never advised FPL of the amount it believed was due, or how it reached that calculation and tendered a good faith payment of a so-called "undisputed amount." Rather, AT&T withheld all payment on the general assertion that it did not understand how FPL calculated the applicable rates.⁶³

⁶¹ See Bromley Dec., ¶¶ 10, 13; Section III.A.3., *supra*.

⁶² On July 1, 2019, the date AT&T filed this Complaint, FPL finally received an AT&T payment that was applied first against the large outstanding interest charges that had accumulated with the remaining balance applied against the two FPL invoices totaling almost [REDACTED] that was due for the calendar years of 2017 and 2018. At the time payment was finally delivered to FPL, the the interest charges on these two severely delinquent FPL invoices had accumulated in the total amount of [REDACTED]. AT&T employed these same tactics with Alabama Power Company, ignoring large invoices for a substantial period of time only to pay them right before filing its FCC Complaint. See Pole Attachment Complaint, Proceeding No. 19-119, Bureau ID No. EB-19-MD-002 (filed Apr. 22, 2019). If AT&T is employing this tactic across the country, AT&T is prospering on bad faith tactics by utilizing the withholding of payments to leverage a settlement that should not be condoned by the FCC.

⁶³ See Bromley Dec., ¶¶ 7-14; Section III.A.3., *supra*.

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Notwithstanding its clear obligation to provide FPL advance written notice of the allegations now set forth in the Complaint, AT&T simply requested that FPL justify to AT&T why the rates were just and reasonable, and did so only in response to FPL's queries regarding the status of AT&T's invoice payment. Thus, in lieu of fully informed settlement negotiations, FPL now must dedicate its resources to the formal complaint process. And so must the Commission.⁶⁴

AT&T's conduct constitutes grounds for dismissing the Complaint. Although motions to dismiss are permitted only in rare circumstances, this should be one of those circumstances.

B. AT&T Misrepresented the Parties' Negotiations in its Amended Complaint.

As noted above, AT&T's Complaint affirmatively certifies that "AT&T notified FPL in writing of the allegations that form the basis of this Complaint and invited a response within a reasonable time," despite the fact that AT&T did no such thing.⁶⁵ However, this is only one of several gross mischaracterizations of the parties' negotiations contained in AT&T's Complaint. These ridiculous distortions of what actually transpired between the parties are neither necessary to address the issues raised by AT&T's Complaint nor helpful for the resolution of AT&T's various breaches of the parties' agreement.

For example, AT&T's Complaint assiduously fails to disclose the fact that AT&T refused to provide FPL with any compensation whatsoever under the 1975 JUA for two full calendar

⁶⁴ AT&T's pre-complaint filing discussions with and notice to FPL is even more deficient than AT&T's unacceptable level of pre-complaint filing discussions with and notice to Alabama Power and Light Company in AT&T's other recent Commission proceeding. See Pole Attachment Complaint, Proceeding No. 19-119, Bureau ID No. EB-19-MD-002 (filed Apr. 22, 2019). There, Alabama Power and AT&T held two face-to-face meetings, which AT&T appeared to initiate, following AT&T's March 7, 2018 letter which first challenged the cost-sharing methodology partly forming the basis of AT&T's Complaint against Alabama Power. *Id.*, Answer and Affirmative Defenses to AT&T's Pole Attachment Complaint, at 46, para. 31. Here, however, it was FPL, not AT&T, who sought to initiate meetings between the parties. The single meeting in which AT&T agreed to participate with FPL was designed to discuss, resolve and narrow issues surrounding rate calculations. In connection with FPL's attempts to meet, AT&T never proposed to discuss any of the issues which AT&T now alleges in its Complaint.

⁶⁵ Complaint, ¶ 7.

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years' worth of rental payments. Thus, AT&T repeatedly characterizes FPL's fully justified actions to recoup the [REDACTED] owed to it by AT&T as "unwarranted operational restrictions . . . that appear designed to coerce AT&T into dropping its request for [negotiations]." ⁶⁶ AT&T's nonpayment had a substantial effect. FPL's customer rates are established on the basis of (a) FPL paying for its ownership share of the 1975 JUA costs and (b) AT&T paying its ownership share. By AT&T unilaterally ceasing payment, it effectively asked FPL's customers to bear all of AT&T's ownership share. AT&T's implication that FPL's collection efforts were somehow linked to the parties' negotiations is simply not a good faith assertion. In a similar effort, AT&T also mischaracterizes FPL's collection efforts as evidence of FPL's superior bargaining power. ⁶⁷ However, the fact that AT&T felt secure enough in its position relative to FPL to simply stop making payments under the parties' agreement puts the lie to any notion that it lacks bargaining power *vis à vis* FPL. AT&T knows that its pre-filing self-help and refusal to meet its obligations under the 1975 JUA were unlawful. That is why it artfully drafted its Complaint to conceal these facts from the Commission.

In addition, AT&T's Complaint falsely claims that FPL refused to negotiate with respect to the 1975 JUA rate provisions. ⁶⁸ On the contrary, AT&T was the party who refused to renegotiate the terms of the parties' agreement. FPL remained open during the parties' negotiations to discussing the terms of the 1975 JUA. ⁶⁹ FPL also emphasized to AT&T several times that FPL was unwilling to negotiate a new rate going forward. However, as noted above, AT&T never provided FPL with any of the allegations or arguments that form the basis of its

⁶⁶ Complaint, ¶ 27.

⁶⁷ See e.g., *id.* ¶¶ 17, 23.

⁶⁸ See e.g., *id.* ¶ 17; see also *id.* ¶ 27 ("FPL has not just refused to discuss just and reasonable rates . . .").

⁶⁹ See ATT00197 (stating that "AT&T indicated at the December 7 meeting that AT&T had not and was not initiating re-negotiation of the rate. If AT&T does not want to renegotiate the rate, FPL must continue to rely upon the terms of the Agreement for calculating the rate."); Kennedy Dec., ¶¶ 30, 36; Bromley Dec., ¶¶ 10–14.

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Complaint. In fact, AT&T never provided FPL with any sort of concrete proposal or specific objection to which FPL could respond. Instead, AT&T made several vague claims regarding entitlement to a “just and reasonable” rate without any suggestion as to what AT&T believed a “just and reasonable” rate to be—all while AT&T continued to stall and delay meeting its financial obligations under the 1975 JUA.

Similarly, AT&T’s Complaint asserts that FPL “never rebutted the Commission’s new telecom rate presumption.”⁷⁰ However, FPL could not have addressed “the Commission’s new telecom rate presumption” during the parties’ negotiations because again AT&T never actually articulated what its specific objections to the 1975 JUA were. AT&T’s assertion that FPL failed to challenge the various arguments in its Complaint⁷¹ is absurd given that FPL was not aware that AT&T was making such arguments until it was served with a copy of AT&T’s Complaint. Had AT&T actually conducted negotiations with FPL in good faith and attempted to resolve any differences between the parties, FPL would have presented AT&T with the same information successfully rebutting the presumption that it now presents to the Commission.

C. The Commission Should Not Condone AT&T’s Use of Self-Help and Last Minute Payment.

AT&T has engaged in self-help and now, brazenly, seeks the Commission’s blessing for its actions. AT&T stopped paying its contractual rates, forcing FPL to terminate the parties’ agreement and to file suit in Florida state court to collect on past due invoices.⁷² AT&T only paid its outstanding principal balance under the parties’ agreement (absent accrued interest)

⁷⁰ Complaint ¶ 14.

⁷¹ See, e.g., *id.*, ¶ 30.

⁷² *Florida Power & Light Co. v. BellSouth Telecommunications, LLC d/b/a AT&T Florida*, No. 9:19-cv-81043-RLR (S.D. Fla. 2019), removed from Case. No. 502019 CA 008515XXXXMB (Fla. 15th Cir. Ct.).

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immediately before it filed its Complaint with the Commission. AT&T's Complaint fails to acknowledge this fact.

In contrast to AT&T's unjustified breach of the parties' agreement, the proper remedy for an ILEC which believes it is paying unreasonable rates is to continue paying the disputed rates while simultaneously challenging them. The FCC correctly interpreted the Communications Act of 1934 (the "Act") before the United States Court of Appeals for the Eleventh Circuit: "[I]n the absence of an FCC adjudication, a cable company seeking pole access must pay the rate that the utility demands."⁷³

If every ILEC followed AT&T's lead, electric utility customers would face increased rates on account of collection costs and lost revenue credits in the amount of the value of the rental payments illegally withheld. No industry could reasonably plan for the future if counterparties resorted to self-help rather than following agreed procedures. This is particularly true for regulated entities, such as FPL, whose rates are set based on projected revenues and expenses.

The FCC and the courts have found on many occasions that similar self-help nonpayment practices violate Sections 201(b), 203(c) and other provisions of the Act.⁷⁴ The U.S. District Court of Vermont held:

The clear line of authority regarding rate disputes is that the customer may not resort to self-help; that is, the customer may not merely refuse payment of the disputed rate but must pay the rate then bring an action to determine the validity of the carrier's actions. In essence, the [customer] resorted to self-help by refusing to pay the disputed deposit and incurring the alleged lost profits.

⁷³ Letter Brief of United States Department of Justice at 2, March 29, 1999, *Gulf Power Co. v. United States*, No. 98-2403 (11th Cir.). See also *Fiber Technologies Networks, LLC v. Duquesne Light Co.*, 18 FCC Rcd. 10628 (2003) (holding that complainant attacher would not suffer irreparable harm by paying alleged overcharges for pole attachment fees and then filing a complaint seeking a refund).

⁷⁴ *MGC Commc'ns, Inc.*, 14 FCC Rcd. 11647 (1999), *aff'd*, *MGC Commc'ns, Inc. v. AT&T Corp.*, Mem. Op. and Order, 15 FCC Rcd. 308 (1999); *Nat'l Commc'ns Ass'n v. AT&T*, 2001 WL 99856 (S.D.N.Y. Feb. 5, 2001); *MCI Telecomms. Corp.*, Mem. Op. and Order, 62 F.C.C. 2d 703 (1976); *Communique Telecomms, Inc. d/b/a LOGICALL*, Declaratory Ruling and Order, 10 FCC Rcd. 10399 (1995), *aff'd*, 14 FCC Rcd. 13635 (1999).

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Level 3 v. Tel. Operating Co. of Vermont, LLC, 2011 WL 6291959 (D. Vt. Dec. 15, 2011). The Commission should not condone, let alone encourage, AT&T's unlawful self-help.

Ironically, AT&T showed as much disregard for the Commission as it did for its contract with FPL. In disregarding the appropriate course of good faith business conduct, AT&T became its own regulator. Given the fact that the parties' 1975 JUA is a privately negotiated agreement which predates any federal statute or regulation addressing utility pole attachments, no FCC guidance implies that AT&T was entitled to a particular rate or even to any relief at all under the circumstances. Despite this and without providing justification for its actions, AT&T simply stopped compensating FPL for the use of its infrastructure.

IV. The FCC's New Presumption Under the 2018 Order Does Not Apply Retroactively to the 1975 JUA and Attachments Made Thereunder

The parties comprehensively negotiated the 1975 JUA in arms-length fashion, requiring compromise by both parties. The agreement contains many interlocking parts. It is a bargained-for package of mutual rights and obligations under which the parties operated successfully and amicably for 43 years regarding long-lived critical infrastructure assets that continue to provide the services contemplated by the parties when they negotiated the 1975 JUA. Selectively rewriting one aspect of it in favor of AT&T is unlawful and will negatively impact FPL and its electric customers.

A. The 1975 JUA is Valid and Enforceable and Longstanding, not a New or Newly Renewed Agreement.

The 1975 JUA became effective on January 1, 1975, and was last amended in 2007.⁷⁵ It is a valid contract that predates the *2018 Third Report and Order*⁷⁶ by 43 years. Acknowledging the

⁷⁵ Complaint ¶ 3.

⁷⁶ *In the Matter of Accelerating Wireline Broadband Deployment by Removing Barriers to Infrastructure Inv.*, 33 FCC Rcd. 7705 (2018) ("*2018 Third Report and Order*").

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existence of such agreements, in its *2018 Third Report and Order*, the Commission stated that it would not apply the Commission's new rebuttable presumption that incumbent LECs are "entitled to pole attachment rates, terms, and conditions that are comparable to the telecommunications attachers," to agreements such as the 1975 JUA.⁷⁷ This provision of the *2018 Third Report and Order* by its express terms is limited to "new and newly-renewed agreements."⁷⁸ The *2018 Third Report and Order* provides that "the presumption will only apply, as it relates to existing contracts, upon renewal of those agreements."⁷⁹ It further provides that "renewal includes agreements that are automatically renewed, extended, or placed in evergreen status."⁸⁰ The 1975 JUA does not meet any definition of "new" or "newly renewed." In March 2019, when the *2018 Third Report and Order* became effective, the agreement was two months into its forty-fourth year.

Undaunted by the *2018 Third Report and Order*'s language, AT&T argues that the newly created presumption of the *2018 Third Report and Order* should apply to the instant dispute.⁸¹ However, the only purported support for this assertion that AT&T provides is that although the "JUA's initial term expired on January 1, 1980," it has continued "in force thereafter," pursuant to its terms, until its recent termination by FPL resulting from AT&T's refusal to meet its financial obligations under the agreement.⁸² Thus, AT&T argues that, because of an event that occurred in 1980, the parties' 1975 JUA is a "new or newly-renewed pole attachment agreement" and that therefore the *2018 Third Report and Order*'s new presumption should apply to this proceeding.⁸³ This absurd line of reasoning should be rejected by the Commission.

⁷⁷ *Id.*, ¶ 126.

⁷⁸ *Id.*

⁷⁹ *Id.*, ¶ 127.

⁸⁰ *Id.*, n. 475.

⁸¹ See Complaint ¶ 11.

⁸² *Id.*

⁸³ AT&T's Complaint also alleges that FPL placed the 1975 JUA in evergreen status through its termination of the agreement. Compl. ¶ 12. However, this argument misrepresents the legal significance of FPL's action as it relates to AT&T's rights under the 1975 JUA. As to AT&T, the 1975 JUA is not in evergreen status; it is terminated. On

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Moreover, applying the Commission's new presumption to a more than four decades-old agreement would completely subvert the Commission's stated intention to minimize the divergence from past practices for "privately-negotiated agreements"⁸⁴ and would contravene the judicially-imposed limits on the Commission's ability to apply retroactively new regulatory pronouncements to past behavior. Instead, the *2018 Third Report and Order* made clear that, until existing agreements are "renewed," the Commission's 2011 Order will govern.⁸⁵

In addition to attempting to improperly apply the *2018 Third Report and Order*'s new presumptions to this proceeding, AT&T also seeks relief that the *2018 Third Report and Order* expressly prohibits. In its Complaint, AT&T asks that the Commission issue an order compelling FPL to "refund the [REDACTED] that AT&T has paid in excess of the just and reasonable rate."⁸⁶ In issuing the *2018 Third Report and Order*, however, the FCC expressly denied ILECs' request for "'the right to refunds for Complaint overpayments as far back as the statute of limitations allows.'"⁸⁷ Thus, AT&T's Complaint again disregards the plain language of the *2018 Third Report and Order* and requests a form of relief that the Commission expressly foreclosed.

B. FPL and its Customers Have Invested Heavily in Reliance on the Agreement to the Benefit of AT&T.

March 25, 2019, FPL exercised its rights under the 1975 JUA to both (a) terminate AT&T's pole attachment rights as to its existing attachments for non-payment; and (b) terminate the 1975 JUA as it applies to any future obligation of either party as to additional poles, effective August 25, 2019. In all events, the contractual language that AT&T mistakenly claims to be an "evergreen" clause is actually a perpetual license which no longer exists as to AT&T. "[N]otwithstanding any such termination, other applicable provisions of this Agreement shall remain in full force and effect with respect to all poles jointly used by the parties at the time of such termination." See Article XVI of the 1975 JUA, attached as *Exhibit 1* to AT&T's Complaint. Article XVI of the 1975 JUA is, however, irrelevant here, because at the time of the termination of AT&T's rights under Article XVI, AT&T's rights to existing attachments had already been terminated under Article XII due to AT&T's defaults of non-payment.

⁸⁴ *2018 Third Report and Order*, ¶ 127.

⁸⁵ *Id.*, n. 478.

⁸⁶ Complaint, ¶ 32.

⁸⁷ *2018 Third Report and Order*, n. 478 (internal citation omitted).

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AT&T's Complaint conveniently ignores forty-three years of the parties' economic history and commercial relationship. FPL has made substantial, necessary capital investments in setting joint use poles under the 1975 JUA. AT&T's payments under the 1975 JUA only partially offset the cost of those investments. FPL's payments in turn offset in part AT&T's cost of investments. To the extent this capital is not recovered through joint use rates, FPL's retail electric customers bear costs incurred for and on behalf of AT&T for building and maintaining a network of poles taller and stronger than FPL needed and would have built for itself.

These costs include capital, operating and maintenance as well as other carrying costs, including permitting costs, pre-inspection costs, make-ready costs, and post inspection costs.⁸⁸ Additionally, FPL had to obtain Rights of Way ("ROW") over real property. This involved multiple individual negotiations, contracts, land records research and recordings, with thousands of real property holders.⁸⁹ Specifically, due to the joint-use relationship AT&T enjoys (and continues to enjoy) the benefits of the following investments made by FPL:

1. To accommodate AT&T's needs, FPL installed poles ten feet taller than the poles it needs to supply its own customers. These taller poles must also be set deeper in the ground by one foot. These taller poles cost FPL substantially more money than an FPL electric pole required to serve FPL's own customers. FPL uses these taller poles specifically to accommodate AT&T's facilities as required under the Agreement.⁹⁰
2. There are instances where an FPL pole has reached capacity on pole height or strength. Unlike most other attachers, FPL is required to incur the cost to make space available when AT&T needs it.⁹¹

⁸⁸ See, e.g., Kennedy Dec., ¶¶ 7–27.

⁸⁹ See *id.*, ¶ 17.

⁹⁰ See *id.*, ¶¶ 7, 9.

⁹¹ See *id.*, ¶¶ 9–11.

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3. AT&T avoids make-ready expenses under the 1975 JUA by having a pole line built to suit its needs without contribution. With AT&T attaching to 3,000 new poles per year, this represents a major savings for AT&T.⁹²
4. AT&T pays its joint use fee annually in arrears (in March of the year following the attachments). AT&T gets the advantage of time-value of its money during this billing period, which represents a substantial savings.⁹³
5. When an FPL pole reaches end of life or when FPL is forced to relocate a joint use pole (*e.g.*, the Department of Transportation forces relocation of the pole for roadwork), FPL is responsible for replacing the pole without contribution from AT&T. In accordance with the 1975 JUA, the new replacement FPL pole must be built to accommodate AT&T's joint use attachments.⁹⁴
6. Where the JUA provides for the exchange of payment for make-ready, AT&T is only charged direct construction costs plus overheads that are required for the work.⁹⁵
7. The 1975 JUA requires the pole owner to obtain rights-of-way for the joint user, to the extent that they are able to obtain those rights. AT&T has benefitted from FPL obtaining those rights-of-way for AT&T. These rights-of-way cost FPL a great deal of time and expense, and save AT&T a great deal of time and expense (over [REDACTED]).⁹⁶
8. The 1975 JUA requires the pole owner to change out a pole at the owner's cost under several circumstances to accommodate the joint user.⁹⁷

⁹² See *id.*, ¶ 10.

⁹³ See *id.*, ¶ 12.

⁹⁴ See *id.*, ¶ 14.

⁹⁵ See *id.*, ¶ 9.

⁹⁶ See *id.*, ¶ 17.

⁹⁷ See *id.*, ¶ 2.

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9. In many cases, the addition of AT&T's attachments to an FPL pole adds significant load on the pole for design purposes. This is primarily driven by the increase in pole height and the girth of the AT&T cable. Per the 1975 JUA, FPL is required to accommodate an increase in capacity without a contribution in aid of construction. With FPL's FPSC approved construction standards, this additional load requires FPL to set stronger concrete poles at FPL's significant expense.⁹⁸

10. When FPL builds a new transmission line over an existing distribution pole owned by either company, AT&T, at AT&T's option, may relocate to a new pole line and require FPL to pay for one half of the construction of an equivalent pole line to accommodate AT&T facilities.⁹⁹

In sum, FPL made the above investments and/or incurred the above costs to custom build AT&T a turn-key network of taller, stronger, and more easily accessible poles than FPL needed for its own use. FPL made these investments in reliance on the 1975 JUA and AT&T honoring its payment obligations under the agreement. For more than forty years, AT&T obviously recognized and chose to avoid the cost and burden associated with increased pole ownership and determined that it made more business sense for AT&T not to own as many poles as it agreed it would. FPL's burden was balanced under the terms of the carefully crafted 1975 JUA by the payments that AT&T agreed to make over time pursuant to the Agreement. This exchange of benefits, expenditures and payments made over time goes to the heart of the bargain that AT&T now seeks to simply cast aside.

⁹⁸ See *id.*, ¶ 25.

⁹⁹ See *id.*, ¶ 27.

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In fact, in the case of AT&T, it is true that AT&T provides significantly *more* services today— such as “triple plays”— than when it originally attached its lines to FPL poles and therefore earns significantly more revenue proportionate to each joint use attachment.¹⁰⁰

Now, after FPL has for several decades expended its own capital on these poles in reliance on the 1975 JUA, AT&T seeks to have the FCC declare a rate that ignores the economic and contractual realities of the parties’ historical relationship, the benefits it received and continues to receive and the expenses incurred by FPL. The FCC should decline to do so as AT&T requests and instead should enforce the parties’ contractual agreement for the existing attachments.

Should the FCC exercise jurisdiction over this matter, nullify the Agreement and determine a new rate as proposed by AT&T, FPL’s utility accounts will reflect a corresponding reduction in the offset to its revenue requirement. As a result, in the absence of AT&T’s fair contribution and all other factors remaining equal, FPL customers will be required to pay for the costs caused by AT&T.

Simply put, each dollar of joint use compensation received or recognized results in a one-dollar decrease in FPL customers’ retail revenue requirement. This is required by the Florida Public Service Commission (“PSC”) pursuant to Order No. 8721, Docket No. 780326-PU, at 2 (Feb. 16, 1979) (“The revenues that a utility receives from renting pole space to cable television operators must be taken into account by the Public Service Commission in fixing utility rates. Pole attachment revenues are properly used to offset the utility costs that are reflected in the rates paid by utility customers.”) (quoting *GTE v. NY PSC*, 406 N.Y.S.2d 909, 911-12 (1978)). Forcing FPL ratepayers to pay for AT&T’s unpaid bills is even more unjust and unfair when one recognizes that the ratepayers will be paying for infrastructure built for AT&T’s benefit.

¹⁰⁰ See AT&T Bundles, <https://www.att.com/bundles/> (last visited Sept. 9, 2019).

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The Supreme Court has precluded the FCC from applying its new regulatory interpretation in such an arbitrary and capricious manner.¹⁰¹ Rewriting the Agreement to allow AT&T to escape its financial commitment would involve “altering future regulation in a manner that makes worthless substantial past investment incurred in reliance upon the prior rule” *Bowen*, 488 U.S. at 220. FPL installed taller and stronger poles for AT&T, poles which were paid for through FPL electric rates with the reasonable expectation under then-existing rules that the pole costs incurred for AT&T would be recouped through joint use revenues.

The Commission should reject the result sought by AT&T, thereby reaching a decision consistent with applicable precedent that respects parties’ investments in relation to application of the Commission’s rules. For example, in *Nat’l Ass’n of Indep. Television Producers & Distribs. v. FCC*, 502 F.2d 249, 253-54 (2d Cir. 1974), the court invalidated and delayed the implementation of the Commission’s rules that gave only eight months’ notice of a rule change because television companies had already invested with substantial reliance on the previous rule.¹⁰²

C. The FCC’s New Regulatory Pronouncements Regarding ILECs Do Not Apply Retroactively to the Agreement and Attachments Made Thereunder.

In a fashion that suggests it is simply for negotiating purposes, AT&T urges the FCC to determine that the *2018 Third Report and Order* applies retroactively, giving the FCC the right to essentially re-write the parties’ existing 1975 JUA. Aside from colliding with the plain language of the *2018 Third Report and Order* and well-established law, that proposition defies common sense in the context of this four decades-old agreement.

¹⁰¹ See, e.g., *Bowen v. Georgetown Univ. Hosp.*, 488 U.S. 204, 208 (1988); *Miller v. United States*, 294 U.S. 435, 439 (1935) (“The law is well settled that generally a statute cannot be construed to operate retrospectively unless the legislative intention to that effect unequivocally appears.”).

¹⁰² Compare *New York Tel. Co. v. FCC*, 631 F.2d 1059, 1067-68 (2d Cir. 1980) (giving retroactive effect to the Commission’s order requiring the telephone company to file tariffs with the Commission only because the telephone company had not relied greatly on prior relevant rulings by the Commission regarding the subject).

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Supreme Court jurisprudence is clear that an administrative agency cannot take retroactive action, except in extraordinary circumstances, none of which are present here. “Retroactivity is not favored in the law. Thus, congressional enactments and administrative rules will not be construed to have retroactive effect unless their language requires this result.”¹⁰³ “By the same principle, a statutory grant of legislative rulemaking authority will not, as a general matter, be understood to encompass the power to promulgate retroactive rules unless that power is conveyed by Congress in express terms.”¹⁰⁴ “Even where some substantial justification for retroactive rulemaking is presented, courts should be reluctant to find such authority absent an express statutory grant.”¹⁰⁵ “The presumption against retroactive legislation is deeply rooted in our jurisprudence, and embodies a legal doctrine centuries older than our Republic.”¹⁰⁶

The FCC’s statutory authority to regulate pole attachments, containing not a hint of retroactivity, is the foundation for the *2018 Third Report and Order*. It states in pertinent part:

Subject to the provisions of subsection (c) of this section, the Commission shall regulate the rates, terms, and conditions for pole attachments to provide that such rates, terms, and conditions are just and reasonable, and shall adopt procedures necessary and appropriate to hear and resolve complaints concerning such rates, terms, and conditions. For purposes of enforcing any determinations resulting from complaint procedures established pursuant to this subsection, the Commission shall take such action as it deems appropriate and necessary, including issuing cease and desist orders.

¹⁰³ *Bowen*, 488 U.S. at 208; see also *Miller*, 294 U.S. at 439.

¹⁰⁴ *Bowen*, 488 U.S. at 208.

¹⁰⁵ *Id.* (internal citations omitted) (citing *Brimstone R. Co. v. United States*, 276 U.S. 104, 122 (1928)) (“The power to require readjustments for the past is drastic. It may reasonably exist in cases where the particular rate has been approved by the Commission after full hearing; it ought not to be extended so as to permit unreasonably harsh action without very plain words.”) (quotations in original).

¹⁰⁶ *Landgraf v. USI Film Products*, 511 U.S. 244, 265 (1994).

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47 U.S.C. § 224(b)(1). Nothing in this statute gives the FCC the ability to legislate or adjudicate retroactively. There is no “express statutory grant” to allow the FCC to do so.¹⁰⁷ Accordingly, the *2018 Third Report and Order* cannot apply retroactively.¹⁰⁸

Recognizing that retroactive application is disfavored—if not unconstitutional—the Commission fashioned its order to state explicitly that the new pole attachment presumption should be applied only to “pole attachment contracts entered into or renewed after the effective date of this section.”¹⁰⁹ Just the opposite pronouncement would be required before the rules be construed to have retroactive effect, particularly in the as-applied circumstances of the instant proceeding.

In addition, “[a] rule that has unreasonable secondary retroactivity—for example, altering future regulation in **a manner that makes worthless substantial past investment incurred in reliance upon the prior rule**—may for that reason be ‘arbitrary’ or ‘capricious,’ *see* 5 U.S.C. § 706, and thus invalid.”¹¹⁰ FPL has made, as detailed above, substantial and decades long investments in pole plant to accommodate AT&T in reliance under the parties’ joint use agreement.¹¹¹ FPL had no reason to construct its pole plant with additional capacity for any attachments beyond its own absent its obligations under the JUA.¹¹² This additional capacity is worthless to FPL without the benefit of the 1975 JUA’s guarantee of proper compensation for any cost differential between the parties.

However, the *2018 Third Report and Order*’s “hard cap” (*i.e.*, the prohibition of a rate higher than the Commission’s preexisting telecom rate even in situations where an electric utility has proven that the ILEC gains access to its poles on terms and conditions that materially

¹⁰⁷ *See Miller, supra*.

¹⁰⁸ It makes no difference whether the FCC could have regulated ILEC rates prospectively subsequent to the 1996 Act; the statute itself does not expressly authorize retroactive effect.

¹⁰⁹ 47 C.F.R. § 1.1413.

¹¹⁰ *Bowen*, 488 U.S. at 220 (emphasis added).

¹¹¹ *See Kennedy Dec.*, ¶¶ 7, 9; Section IV.B, *supra*.

¹¹² *Id.*

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advantage it vis-à-vis CATV and CLEC licensees) would result in FPL recovering less than its incrementals cost attributable to AT&T, a result that would cause the additional investment, strength, and capacity that FPL provided for AT&T over many decades to be worthless and in fact would constitute a direct transfer of wealth to AT&T. Indeed, the Commission stated that this was why it did not establish a rate or formula when it first asserted jurisdiction over this relationship in 2011.¹¹³ Thus, if the Commission were to apply the *2018 Third Report and Order*'s new rate caps retroactively to the JUA, it would be an *ultra vires* act "that makes worthless substantial past investment incurred in reliance upon the prior rule."¹¹⁴

D. Constitutional Due Process Prohibits Applying Retroactive Rate Adjustments to the 1975JUA or Attachments Made Thereunder.

Legitimate due process concerns are a further and perhaps more significant impediment to AT&T's ambitious, but unsupported, application of the *2011 Pole Attachment Order* and *2018 Third Report and Order*. For example, in addressing whether the Commission's rules affecting rates are unlawfully applied in the pole attachment context such that the rule amounts to unlawful retroactive ratemaking, the United States Court of Appeals for the Eleventh Circuit has stated:

A statute or administrative regulation does not operate retroactively merely because it applies to prior conduct; rather, a statute or regulation has retroactive effect if it 'would impair rights a party possessed when he acted, increase [his] liability for past conduct, or impose new duties with respect to transactions already completed.'¹¹⁵

In the present case, application of the *2018 Third Report and Order* so as to displace the mutually agreed upon rate under the parties' Agreement with the "new telecommunications rate" would impair FPL's rights under the JUA to receive the bargained-for rate and potentially expose FPL to

¹¹³ *2011 Pole Attachment Order*, 26 FCC Rcd. at 5333-34, ¶ 214 (noting the "complexities" in the joint use relationships between ILECs and electric utilities).

¹¹⁴ *Bowen*, 488 U.S. at 220.

¹¹⁵ *Georgia Power Co. v. Teleport Communications*, 346 F.3d 1033, 1042 (11th Cir. 2003) (quoting *Landgraf*, 511 U.S. at 280).

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liability for refunds that FPL would not otherwise face. Accordingly, the relief requested would amount to unlawful retroactive ratemaking.

“The Due Process Clause . . . protects the interests in fair notice and repose that may be compromised by retroactive legislation; a justification sufficient to validate a statute's prospective application under the Clause ‘may not suffice’ to warrant its retroactive application.”¹¹⁶ Thus, even assuming the *2018 Third Report and Order* applies on a going-forward basis, retroactive application of the Commission’s new regulations to the JUA’s rate provisions in the instant case would violate the Due Process Clause. Engaging in retroactive ratemaking as AT&T requests would deprive FPL of fair notice and disturb the settled rights of the parties under the 1975 JUA with respect to transactions that have already occurred. Therefore, the Commission cannot retroactively alter the rate applicable under the Agreement to attachments made thereunder.

V. The 1975 JUA Rates are Lawful Even if the 2011 Pole Attachment Order Applies.

FPL has established that the *2018 Third Report and Order*’s rebuttable presumption and decisional framework do not apply retroactively to the 1975 JUA, which is not a “new” or “newly renewed” agreement. According to the Commission, the issues raised in the Complaint must therefore be decided under the analytical framework of the *2011 Pole Attachment Order*. “We recognize that this divergence from past practice will impact privately-negotiated agreements and so the presumption will only apply, as it relates to existing contracts, upon renewal of those agreements.”¹¹⁷ “Until that time, for existing agreements, the *2011 Pole Attachment Order*’s guidance regarding review of incumbent LEC pole attachment complaints will continue to apply.”¹¹⁸

¹¹⁶ *Landgraf*, 511 U.S. at 253 (quoting *Usery v. Turner Elkhorn Mining Co.*, 428 U.S. 1, 17, (1976)).

¹¹⁷ *2018 Third Report and Order*, ¶ 127 (internal citation omitted).

¹¹⁸ *Id.*, n.478.

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The issue before the Commission thus becomes whether the *2011 Pole Attachment Order* applies and the Commission should engage in a review of the 1975 JUA rates, terms and conditions. The answer is no. The 1975 JUA meets every indicia the Commission has identified as precluding such a review. The 1975 JUA is a longstanding historic agreement that predates the *2011 Pole Attachment Order* by decades, AT&T did not have inferior bargaining power to FPL either in 1975 or recently, AT&T does not lack the ability to terminate or renegotiate the agreement, and the 1975 JUA rates do not reflect a “significant disparity” between the per-pole rates AT&T pays and the per-pole rates FPL pays.

A. The Commission Should not Review the Terms of the 1975 JUA.

1. The 1975 JUA Long Predates the 2011 Pole Attachment Order and is the Exact Type of Historic Agreement the 2011 Pole Attachment Order Indicated the Commission Would not Disturb.

As noted above, the Agreement went into effect in 1975, and it was last amended in 2007.¹¹⁹ It is a valid contract that predates the *2011 Pole Attachment Order* by more than three decades. As such, it would be unreasonable and far beyond the expectations of the Parties for the Agreement to be subjected to FCC review in this complaint proceeding. In the Commission’s own words:

Although some incumbent LECs express concerns about existing joint use agreements, these long standing agreements generally were entered into at a time when incumbent LECs concede they were in a more balanced negotiating position with electric utilities, at least based on relative pole ownership. As explained above, we question the need to second guess the negotiated resolution of arrangements entered into by parties with relatively equivalent bargaining power. Consistent with

¹¹⁹ Complaint, ¶ 3.

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the foregoing, the Commission is unlikely to find the rates, terms and conditions in existing joint use agreements unjust or unreasonable.¹²⁰

“Nothing in the record suggests that **existing agreements** between incumbent LECs and electric utilities were entered into with the expectation that their provisions would be subject to Commission review.”¹²¹ “We decline to apply our new interpretation of section 224 retroactively”¹²²

The FCC’s Enforcement Bureau affirmed the limited scope of the *2011 Pole Attachment Order* in interpreting another of FPL’s joint use agreements. In that proceeding, the Enforcement Bureau stated:

In support of applying the Old Telecom Rate, Verizon cites the *Order*’s statement that the Commission would consider the Old Telecom Rate “as a reference point” when determining a just and reasonable attachment rate for a “*new agreement*” between an incumbent LEC and a utility. The agreement at issue here is not a new agreement. It is “an historical joint use agreement,” which the Commission repeatedly distinguished from “new agreements.”¹²³

Consistent with the Enforcement Bureau’s statement in the *Verizon v. FPL Decision*, the Commission should again refuse to apply its 2011 regulatory changes to an agreement that predates the *2011 Pole Attachment Order* by several decades.¹²⁴

2. AT&T Was Not and is Not in an Inferior Bargaining Position.

AT&T was not in an inferior bargaining position to FPL when it entered the 1975 JUA and it is not in one currently. The facts and economic principles applicable then and now show

¹²⁰ *2011 Pole Attachment Order*, ¶ 216.

¹²¹ *Id.*, n.654 (emphasis added).

¹²² *Id.*, n.647.

¹²³ *Verizon v. FPL Decision*, ¶ 23.

¹²⁴ In addition, the *2011 Pole Attachment Order* cannot and should not be applied retroactively to the 1975 JUA for the same reasons stated in Sections V.B., C, and D, *supra*.

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that A&T is more than capable of protecting its own economic interests without the Commission's assistance.

Of the total 426,465 joint use poles owned by the parties at the inception of the 1975 JUA, Southern Bell owned 173,256, or 40.6%, and FPL owned 253,209, or 59.4%.¹²⁵ This is relevant because the Commission has looked to the pole ownership ratio between the ILEC and electric utility as a factor in determining whether the electric utility could or did exercise bargaining power.¹²⁶ In this case, however, AT&T's pole ownership ratio is not indicative of inferior bargaining power as either a matter of economic analysis or practical fact.

First, Mr. Zarakas explains in his analysis:

[R]elying on the percentage of pole ownership as a primary indicator of bargaining power is misleading for the case at hand. Joint pole ownership involves mutual dependence on pole access, which differs significantly from the buyer / seller relationships underlying traditional market power analysis (i.e., where buyers of a service are also not sellers of the same service). FPL would be significantly harmed by foreclosure of access to the 40% of joint use network poles that were owned by AT&T in 1975 . . . [And] [i]t would be irrational for FPL to engage in a game of brinksmanship with AT&T, irrespective of any potential differences between FPL and AT&T in harm associated with loss of the joint use agreement.¹²⁷

Mr. Zarakas further explains that this is consistent with the FCC's own analysis:

The Commission itself has acknowledged that the percentage of pole ownership is not the sole indicator of bargaining power. In its 2011 Pole Attachment Order, the Commission explained that well established bargaining theories "predict that each party will consider its best alternative to a negotiated agreement when negotiating." Specifically, the Commission noted that, although pole ownership percentage may be an initial indicator of bargaining power, "less-costly alternatives for the incumbent LEC to pole deployment, or additional costs that the electric utility would need to consider under the best outside alternative, this would reduce the disparity in the relative bargaining power of the parties." In the absence of mandatory ILEC pole access, the least cost alternatives for AT&T and FPL would

¹²⁵ Kennedy Decl., ¶ 35.

¹²⁶ *Id.*, ¶ 8; see *Verizon Virginia, LLC and Verizon South, Inc. v. Virginia Electric and Power Company d/b/a Dominion Virginia Power*, 32 FCC Red 3750, 3757 (2017), ¶ 13 ("*Verizon v. Dominion Decision*").

¹²⁷ Zarakas Dec., ¶ 25.

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be the avoided cost associated with building out an independent pole network – a very costly alternative.¹²⁸

In other words, although AT&T claims that FPL was in a superior bargaining position because AT&T benefitted from access to FPL's essential facilities, the converse was also true. Two regulated natural monopolies that both benefitted from access to one another's facilities, and both would have had to incur great cost to build their own pole network, can hardly be said to have been in unequal bargaining positions.

Even looking solely to the parties' pole ownership ratio as of 1975, AT&T owned nearly 41% of the poles. This is a significantly greater percentage than the FCC has indicated would be a factor in concluding the ILEC lacked bargaining power.¹²⁹

Perhaps the best evidence of equal bargaining power is that AT&T clearly and successfully negotiated the agreement it desired. The 1975 JUA succeeded a 1961 agreement between AT&T and FPL. The 1961 joint use agreement was effectively co-authored by three of AT&T's predecessors because it was based on a guiding document those predecessors prepared in cooperation with the Edison Electric Institute. The 1961 joint use agreement became the basis for the 1975 JUA. And after signing the 1975 JUA, AT&T proclaimed that FPL had accepted AT&T's proposed space allocation,¹³⁰ defined as the "objective percentage." The objective percentage also established the parties' goals for each one's respective pole ownership ratio.¹³¹

Indeed, a comparison of the history of the parties' agreements over time demonstrates that AT&T was not in an inferior bargaining position when it negotiated the 1975 JUA. The adjustment rate was amended from "the annual fixed charges on the average unit in plant cost of

¹²⁸ *Id.*, ¶¶ 26–27 (internal citation omitted).

¹²⁹ See *Verizon v. Dominion Decision*, ¶ 13; see also *2011 Pole Attachment Order*, ¶ 199.

¹³⁰ Kennedy Dec., ¶¶ 32–33.

¹³¹ Complaint, *Exhibit 1*, §§ 4.3, 10.9.

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all of the poles of both companies” in the parties’ previous agreements to “the average annual cost of joint use poles for the next preceding year as determined by the party having more than its objective percentage ownership of jointly used poles” and the apportionment of the adjustment rate for joint use was amended to 47.4% for the Telephone Company and 52.6% for the Power Company; however, the option allowing the company owning a minority of poles to purchase poles was removed.¹³² At the time, AT&T proclaimed the following:

*The principle of space usage recognition **has been accepted by FP&L**. The rental rate is based on percentage ownership reflecting space allocations of 47.4% for the Telephone Company and 52.6% for the Power Company, rather than the old reciprocal rate. [emphasis added].*¹³³

AT&T continued:

*Since it is expected that the annual adjustment rate will increase in subsequent years, all of the areas should continue efforts to reach our objective percentage of pole ownership as early as practicable. This would reduce the effect of the higher rental rate.*¹³⁴

Thus, AT&T knew the impact of not investing in infrastructure in 1975, had the opportunity to normalize pole ownership since 1961, yet chose to allow FPL to make the investment in the pole infrastructure, knowing the consequences of higher rental rates.¹³⁵ This flies in the face of the assertions by AT&T’s expert that the apportionment of the adjustment rate was forced upon AT&T by FPL, and, moreover, that the apportionment of the adjustment rate is somehow proof of unequal bargaining power between the parties.¹³⁶

In sum, because AT&T co-authored and obtained the 1975 JUA as it wanted, with the space allocation it wanted, and because pole ownership ratios are not conclusive and in any event

¹³² See Kennedy Dec. ¶ 33.

¹³³ See Exhibit B to Kennedy Dec., Letter from AT&T’s negotiating representative.

¹³⁴ *Id.*

¹³⁵ Zarakas Dec., ¶¶ 5, 19–21.

¹³⁶ See Exhibit D to the Complaint, Dippon Aff. ¶ 29.

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AT&T owned 41% of the poles, the 1975 JUA was not the product of FPL's exertion of bargaining power over AT&T's allegedly inferior bargaining position at the time.

Turning to the parties' recent interactions regarding the 1975 JUA, AT&T's bargaining position, with respect to FPL, could not and cannot plausibly be characterized as "inferior." AT&T is the largest telecommunications provider in the world.¹³⁷ It is the ninth largest corporation in the United States by total revenue according to Forbes 500.¹³⁸ AT&T generated over \$170 billion in revenue in 2018.¹³⁹ In 2018, AT&T's assets were valued at \$531 billion and the company had approximately 273,210 employees.¹⁴⁰ Its stock is publicly traded on the New York Stock Exchange. It is disingenuous for AT&T to even suggest that it is in an inferior bargaining position to FPL. "Where parties are in a position to achieve just and reasonable rates, terms and conditions through negotiation," the Commission has held that "it generally is appropriate to defer to such negotiations."¹⁴¹

In addition, as Mr. Zarakas explained, AT&T's current ownership of 34% of the poles does not place it in an inferior bargaining position. "FPL would be significantly harmed by foreclosure of access to . . . the 34% of [joint use network poles] that are currently owned by AT&T. It would be irrational for FPL to engage in a game of brinksmanship with AT&T"¹⁴²

Most significantly, the parties' recent conduct shows that there has been no exertion of bargaining power by FPL:

There is no evidence that FPL has taken any proactive action to exploit its alleged increase in bargaining power. Specifically, it has not changed the terms or formulas

¹³⁷ AT&T, <https://en.wikipedia.org/wiki/AT%26T> (last visited Sept. 9, 2019).

¹³⁸ Forbes Fortune 500, <https://fortune.com/fortune500/search/> (last visited Sept. 9, 2019).

¹³⁹ Q4 2018 AT&T Earnings Investor Briefing, https://investors.att.com/~media/Files/A/ATT-IR/financial-reports/quarterly-earnings/2018/4q-2018/IB_4Q2018.pdf (January 30, 2019) (last visited Sept. 9, 2019).

¹⁴⁰ AT&T Inc. 2018 Quarterly Report (10-Q), *U.S. Securities and Exchange Commission*, <https://www.sec.gov/Archives/edgar/data/732717/000119312518236782/d592180d10q.htm> (August 2, 2018) (last visited Sept. 9, 2019).

¹⁴¹ 2011 Pole Attachment Order, ¶ 215.

¹⁴² Zarakas Dec., ¶ 25.

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in the original joint use agreement in order to realize higher rates. As indicated earlier, payments from AT&T to FPL are due only when AT&T's percentage of pole ownership falls below the agreed upon objective percentage and, then, payment is only due for the "number of poles it is deficient from its objective percentage of ownership" multiplied by the adjustment rate, which is based on a formula which calculates the "average annual cost of joint use poles for the next preceding year," and where the annual cost is defined as the "average historic in-place cost of joint use poles ... multiplied by an annual charge rate comprised of amortization factors, taxes and other elements of cost as determined in accordance with acceptable accounting practices." This formula, based on actual costs, has not changed since the Joint Use Agreement was signed in 1975.¹⁴³

As for AT&T, it has not acted at all like a party subject to bargaining power.

Telling evidence of the absence of bargaining power on the part of FPL can be found in the discussions and negotiations between FPL and AT&T themselves. AT&T and Dr. Dippon assert that AT&T was held hostage by FPL, with FPL refusing to consider alternatives to the rates set forth in the joint use agreement. However, as indicated above, FPL presents an entirely different account. FPL agrees with AT&T that it does not see a reason to change the joint use agreement, but also indicates that it has presented AT&T with alternative arrangements. Specifically, FPL indicates that, over the last five years, it has offered to purchase AT&T's poles and negotiate attachment rates and arrangements that would be comparable to what FPL provides to non-ILECs. However, FPL indicates that AT&T was largely unresponsive to its offer.¹⁴⁴

There is only one reported pole attachment or joint use case that litigated, tried and decided the issue of whether an attacher such as AT&T is in an inferior bargaining position to an electric utility.¹⁴⁵ In the *Pacificorp* case, Comcast, the successor-in-interest to AT&T Corporation,

¹⁴³ *Id.*, ¶ 22 (internal citations omitted).

¹⁴⁴ *Id.*, ¶ 23 (internal citations omitted).

¹⁴⁵ *Pacificorp v. Comcast*, Utah Public Service Commission, Docket No. 03-035-28, Report and Order (Issued December 21, 2004). The Market Disputes Resolution Division of the Enforcement Bureau found in an interim order that a two-to-one ratio of pole ownership between a utility and an incumbent LEC could serve as evidence of unequal bargaining power. See *In the Matter of Verizon Virginia, LLC & Verizon S., Inc., Complainants*, 32 F.C.C. Red. 3750, 3757 (2017). However, as much of the factual information that the Commission staff examined to make this determination is confidential, this decision is of little precedential value to the instant matter. Moreover, here, as detailed below, FPL can provide evidence that many of the provisions of which AT&T now complains were actually terms that AT&T apparently advocated for during the parties' negotiations. Finally, the contract at issue in the above *Verizon* case was entered after the 2011 *Pole Attachment Order* at a time when the utility owned 65 percent of the poles and four years of intense negotiations had failed to provide the incumbent LEC any downward rate adjustment. *Id.*, ¶¶ 12–13.

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claimed that it should be absolved of payment obligations under the parties' pole attachment agreement because it was unfairly forced upon Comcast. After hearing all of the evidence at trial, the Commission decided:

We decline, however, to view AT&T [through its cable affiliate] as a corporate David in a land of Goliaths. Ms. Fitz Gerald testified [for Pacificorp] that she conducted negotiations over an extended period of time both in person and via email with at least two representatives of AT&T. Although these negotiations resulted in little if any change from the standard agreement put forward by PacifiCorp, they were negotiations nonetheless. Furthermore, they were negotiations **between two dominant and sophisticated corporations with access to teams of attorneys, as well as to this Commission. We therefore decline to view the product of such negotiation as a contract of adhesion.**¹⁴⁶

Finally, AT&T is, and always has been, free to install its own poles as it enters new service areas. Florida law allows AT&T to do so. Public reports regarding AT&T's revenues and assets indicate that it certainly has the capital to do so and AT&T has never suggested it lacks the financial capacity to install its own poles. The 1975 JUA and the predecessor agreements gave AT&T the right to set as many new joint use poles as it wished. AT&T simply chose not to invest in its pole infrastructure of its own accord.¹⁴⁷

3. AT&T Does not Lack the Ability to Terminate or Renegotiate the 1975 JUA.

AT&T has not—and cannot—demonstrate “that it genuinely lacks the ability to terminate an existing agreement and obtain a new arrangement.”¹⁴⁸ To the contrary, AT&T has never shown interest in renegotiating the JUA nor has it ever meaningfully attempted to renegotiate the rate formula contained in the JUA.¹⁴⁹ It had the ability to obtain a new agreement, if it had elected to

¹⁴⁶ *Id.* at 35 (emphasis added). Notably, AT&T Corporation/Comcast owned no poles to use as bargaining leverage with Pacificorp and at the time was a far smaller corporate Goliath than it is now. Indeed, AT&T was never a corporate David, not even in 1975. At that time, AT&T's predecessor, Southern Bell Telephone and Telegraph Company, had the opportunity to approach the Florida Public Service Commission to complain about the actions of a sister public utility, if necessary, long before this Commission exercised jurisdiction over joint use.

¹⁴⁷ Kennedy Dec., ¶ 34; Zarakas Dec., ¶¶ 5, 19–21.

¹⁴⁸ 2011 Pole Attachment Order, ¶ 216.

¹⁴⁹ Kennedy Dec., ¶¶ 33, 36.

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negotiate on sensible commercial terms.¹⁵⁰ Indeed, FPL emphasized several times that it was willing to negotiate a new rate going forward. Instead, AT&T opted to simply stop paying any amount that it owed FPL for attachments that spanned a period of two years and then file a Complaint seeking to have the Commission mandate a new rate for the parties' 43 year old agreement both prospectively and retroactively.

Most tellingly, AT&T could have placed itself essentially in the position of a CLEC licensee but chose not to do so.

For at least the last five years, FPL has sought several times to purchase AT&T's poles that FPL is attached to with no pre-set conditions on the negotiation. AT&T had the opportunity to off-load their poles and in return, have FPL negotiate with AT&T rates, terms and conditions as well as access, through contractual obligation, comparable to other telecom carriers. AT&T never made the effort to seek comparable treatment and at one point told FPL that they do not own many towers and thus have to lease such space. Therefore, they see great value in the vertical space currently occupied on their poles. They also stated they would be willing to consider the offer if it placed them on a level playing field with other telecom providers (for example lower attachment rates). FPL noted that all these things could be considered and addressed in a newly negotiated agreement. AT&T did not follow up on FPL's idea.¹⁵¹

AT&T's failure to follow up on FPL's proposals is compelling evidence that FPL has not exerted bargaining power over AT&T, as Mr. Zarakas explains:

FPL's offer and AT&T's decision to not pursue it is informative on two counts. First, AT&T's preference reveals that it finds value in the arrangements for pole attachments provided under the joint use agreement over that afforded under lease arrangements. Second, FPL's behavior does not indicate that it was exerting bargaining power to force AT&T into continuing with the joint use agreement. Instead, any impasse in negotiation stems from AT&T's preference for retaining the joint use agreement pole attachment while also demanding that it pay the rate associated with a differently situated pole attachment arrangement (i.e., under the non-ILEC telecom rate).¹⁵²

4. There is No Significant Disparity between the Per-Pole Rates Charged to Each Party under the 1975 JUA.

¹⁵⁰ *Id.*, ¶ 36.

¹⁵¹ *Id.*

¹⁵² Zarakas Dec., ¶ 24.

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A final factor the FCC has considered in deciding whether to review the terms of a joint use agreement under the *2011 Pole Attachment Order* is whether there is a “significant disparity” between the per-pole rates charged to each party under the joint use agreement.¹⁵³ In *Verizon v. Dominion*, the Commission found a significant disparity between the parties’ per-pole rates because Dominion was allocated significantly more space per pole than Verizon, yet paid a significantly lower total rate per pole than Verizon.¹⁵⁴ Such is not the case here.

For 2017 rent paid under the 1975 JUA, FPL paid AT&T [REDACTED] more for its attachments to AT&T’s poles than AT&T paid FPL for attachments to FPL’s poles. This is nothing like the “significant rate disparity” in the *Verizon v. Dominion* decision. And to the extent there is any small difference in the parties’ respective per-pole rates, it is solely attributable to AT&T not investing in its pole infrastructure and its embedded costs are thus far lower than FPL’s embedded costs.¹⁵⁵

B. Even if the Commission Evaluates the 1975 JUA Rates, They are Just and Reasonable Because the 1975 JUA Provides Net Value to AT&T that far Exceeds AT&T’s Net Payments under the Agreement.

Although FPL has demonstrated that the Commission should not disturb the 1975 JUA and engage in the exercise of evaluating whether its rates are just and reasonable, should the Commission choose to evaluate the 1975 JUA rates it must find them lawful. First, under the *2011 Pole Attachment Order*, the burden of proof to demonstrate that the rates are unjust and unreasonable is squarely on AT&T. AT&T did not and cannot meet its burden. Second, AT&T so greatly values its status and benefits as a joint user that it showed no interest in FPL’s offers to buy its poles and essentially treat AT&T as a CLEC licensee. AT&T therefore admitted by its

¹⁵³ See *Verizon v. Dominion Decision*, at 3756–57.

¹⁵⁴ *Id.* at 3760.

¹⁵⁵ Kennedy Dec., ¶¶ 33–35; Zarakas Dec., ¶¶ 5, 18–21

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conduct that it is not similarly situated to CLECs and receives valuable material advantages under the JUA as compared to CLECs. Third, an examination of AT&T's benefits under the JUA establishes that AT&T receives significant value from material advantages that CLECs do not receive. Fourth, the material benefits to AT&T are not outweighed by its obligations as a pole owner. Finally, the correct calculations show that application of the old telecom rate over the period in question would result in a net payment owed by AT&T that vastly exceeds the amount billed under the 1975 JUA rate. All of these facts establish that the 1975 JUA rate is just and reasonable.

1. The burden of proof is on AT&T under the 2011 Pole Attachment Order Framework.

The presumption established by the *2018 Third Report and Order* does not apply to this matter, as established above, because the 1975 JUA is not a new or newly renewed agreement.¹⁵⁶ To the extent that the prior framework of the *2011 Pole Attachment Order* for evaluating ILEC joint use rate complaints applies to this matter, which FPL has shown it does not, that framework places the burden of proof squarely on the ILEC complainant, as it was in the *Verizon v. FPL Decision*.¹⁵⁷ There, the Commission dismissed Verizon's complaint, noting multiple times that the burden was on Verizon and Verizon had failed to carry its burden:

- “[W]e dismiss Verizon’s complaint because Verizon has proven neither that the rates established by the governing agreement between Florida Power and Verizon’s predecessor are unjust and unreasonable, nor that Verizon is similarly situated to competitive local exchange carriers.”¹⁵⁸
- “Specifically, we find that Verizon has not met its burden of proving that the attachment rates established in a 1975 Joint Use Agreement (Agreement), which governs the rates that Verizon must pay to Florida Power (Agreement Rates), are unjust and unreasonable”¹⁵⁹

¹⁵⁶ See Section V.A, *supra*.

¹⁵⁷ *In the Matter of Verizon Fla. LLC, Complainant*, 30 F.C.C. Rcd. 1140 (2015).

¹⁵⁸ *Id.*, ¶ 1.

¹⁵⁹ *Id.*, ¶ 2.

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- “Verizon has provided insufficient evidence: (a) to support a finding that the Agreement Rates are unreasonable, and (b) for the Commission to set a just and reasonable rate.”¹⁶⁰
- “We find that Verizon has failed to meet its burden of proof that the rate is unjust and unreasonable for three reasons.”¹⁶¹
- “Because Verizon has failed to meet its burden of proof, we do not grant the Complaint.”¹⁶²

If the *2011 Pole Attachment Order* is applied to this matter, AT&T must carry its burden under the framework of that order, which did not establish any formula for rates to be paid by ILECs but instead provided that ILEC complaints would be resolved on a “case-by-case basis.”¹⁶³ With regard to agreements where the Commission indicated it would evaluate rates, terms and conditions, the Commission stated that if an ILEC “demonstrates that it attaches on terms and conditions that leave it ‘comparably situated’ to competitive LECs or cable attachers, ‘competitive neutrality counsels in favor of affording incumbent LECs the same rate as the comparable provider’”¹⁶⁴ On the other hand, if the agreement “‘includes provisions that materially advantage the incumbent LEC’ vis-à-vis other attachers, it is reasonable to look to the Old Telecom Rate as ‘a reference point’ for determining an appropriate rate.”¹⁶⁵ Finally, the Commission stated that its evaluation would include consideration of “the rates, terms and conditions the incumbent LEC offers the utility or other attachers for access to its poles.”¹⁶⁶

FPL established above that the 1975 JUA is an agreement that long predates the order, entered into by parties with relatively equal bargaining power and with no expectation that the 1975 JUA provisions would be subject to Commission review. However, even if the

¹⁶⁰ *Id.*, ¶ 3.

¹⁶¹ *Id.*, ¶ 21, citing *Knology v. Ga. Power*, 18 FCC Rcd 24615, 24635 (2003) (complainant in a pole attachment proceeding bears the burden of proof).

¹⁶² *Id.*, ¶ 25.

¹⁶³ *Id.*, ¶ 6, citing *2011 Pole Attachment Order*, ¶ 214.

¹⁶⁴ *Id.*, ¶ 7, citing *2011 Pole Attachment Order*, ¶ 217.

¹⁶⁵ *Id.*

¹⁶⁶ *Id.*

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Commission chooses to evaluate the rates, terms and conditions of the 1975 JUA, AT&T cannot carry its burden of establishing that the 1975 JUA rates are unjust and unreasonable. Much as Verizon in the *Verizon v. FPL Decision*, AT&T offers merely a cursory review of benefits under the 1975 JUA and “has not produced any evidence showing that the monetary value of [its] advantages is less than the difference between the Agreement Rates and the New or Old Telecom Rates over time.”¹⁶⁷

2. The Commission should decline to disturb the 1975 JUA because AT&T rejected FPL’s offer to effectively treat AT&T as a CLEC.

The *2011 Pole Attachment Order* also noted that even for existing agreements predating the order that the Commission would otherwise not disturb, the Commission might evaluate the justness and reasonableness of the agreement’s rates, terms and conditions if the ILEC could “demonstrate that it genuinely lacks the ability to terminate an existing agreement and obtain a new arrangement”¹⁶⁸ There is no such issue here. First, the 1975 JUA and AT&T’s rights under it are now terminated under Article XII of the Agreement due to AT&T’s defaults. Second, AT&T has made clear that it did not seek to renegotiate the 1975 JUA or its rates.¹⁶⁹ Third, despite AT&T’s position, FPL was—and has always been—willing to negotiate new rates with AT&T on a going-forward basis. Finally, FPL several times specifically proposed a purchase of all of AT&T’s poles.¹⁷⁰ This effectively would have allowed AT&T prospectively to negotiate with FPL with no pre-set conditions for rates, terms, conditions, and access similar to other telecom carriers. AT&T did not follow up on FPL’s proposals.¹⁷¹

AT&T therefore cannot now plausibly claim that it lacks the ability to terminate the 1975 JUA and obtain a new arrangement. AT&T contends that it should be treated just like a CLEC,

¹⁶⁷ *Verizon v. FPL Decision*, ¶ 24.

¹⁶⁸ *Id.*, ¶ 9.

¹⁶⁹ See letter dated January 28, 2019, from Michael Jarro to AT&T, attached as *Exhibit 18* to Complaint. (ATT00215–16).

¹⁷⁰ Kennedy Dec., ¶ 36.

¹⁷¹ *Id.*

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but when FPL repeatedly offered effectively to do exactly that, AT&T insisted it preferred to remain a joint user. AT&T's incongruous choice removes any doubt that it is not comparably situated to a CLEC. Even AT&T does not believe it is.

As Mr. Zarakas explains:

[AT&T's Declarations of Ms. Miller, Mr. Peters, and Dr. Dippon] are contradicted by AT&T's own actions and revealed preference. A reasonable and very practical test of comparability is whether or not AT&T is willing to substitute its joint use agreement for an arrangement that is the same or comparable to that provided by FPL to non-ILECs. As indicated above, FPL has sought several times to purchase AT&T's poles and negotiate attachment arrangements and rates that would be comparable to the arrangements and rates that FPL provides to non-ILECs. Such a conversion would remove any doubt about whether or not ILEC and non-ILEC attachment arrangements are comparably situated.¹⁷²

AT&T's failure to follow up on FPL's proposals is compelling evidence that even AT&T does not view itself as comparably situated to a CLEC. AT&T's reaction to FPL's proposal is telling; "strongly suggesting that AT&T does not consider that the two pole attachment arrangements – one under the Joint Use Agreement and the other under FPL's lease arrangements to non-ILECs – are similarly situated"¹⁷³

3.The benefits of the 1975 JUA provide AT&T significant material advantages over CATV and CLEC licensees.

AT&T's refusals to accept FPL's proposals to effectively treat it as a going-forward CLEC go beyond showing that AT&T knows it is not comparably situated to CLECs. AT&T's refusals show further that it receives substantial material advantages under the 1975 JUA terms and conditions as compared to standard CLEC attachment terms and conditions. Thus, even if the Commission evaluates the 1975 JUA rates, terms and conditions against CLEC rates, terms and conditions, the 1975 JUA is just and reasonable. This is why, as Mr. Zarakas notes, AT&T

¹⁷² Zarakas Dec., ¶ 30.

¹⁷³ *Id.*

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prefers to preserve the 1975 JUA.¹⁷⁴ “AT&T’s revealed preference is also aligned with representations made by FPL concerning the benefits that AT&T receives under the joint use agreement compared to those received by non-ILECs under leasing arrangements.”¹⁷⁵

A careful examination of AT&T’s material benefits under the 1975 JUA makes clear why AT&T chooses to maintain the 1975 JUA and its benefits. Thomas Kennedy, P.E., who has worked for FPL since 1985, explains each material advantage the 1975 JUA affords AT&T.¹⁷⁶ Mr. Kennedy’s declaration provides both fact witness and expert testimony, based on his first-hand knowledge of the relevant matters at issue and upon his experience, skill, training and expertise from 34 years with FPL and 25 years working with pole attachment and joint use issues. Each material advantage the 1975 JUA provides AT&T is addressed in turn. In addition, Mr. Kennedy has provided a summary chart identifying and quantifying the material benefits AT&T receives.¹⁷⁷

First, the 1975 JUA allows AT&T to avoid market rates for attachments. The 1975 JUA requires FPL both to build pole infrastructure with enough strength and capacity to accommodate AT&T’s attachments and to allow AT&T access to FPL’s pole infrastructure.¹⁷⁸ If not for the 1975 JUA, FPL would do neither and would be required to do neither. AT&T would then have had to choose among the options of building its own pole line, undergrounding its own facilities or establishing a wireless network on non-FPL facilities or paying FPL a market attachment rate.¹⁷⁹ If FPL allowed AT&T access at market rates, an appropriate measure of such rates

¹⁷⁴ *Id.*

¹⁷⁵ *Id.*, ¶ 31.

¹⁷⁶ *See generally* Kennedy Dec.

¹⁷⁷ *Id.*, Exhibit J.

¹⁷⁸ *Id.*, ¶ 7.A.

¹⁷⁹ *Id.* In this scenario, AT&T would have to pay a market rate even if the FCC regulated access to and rates, terms and conditions for ILECs, because FPL’s poles would have been at full capacity and AT&T would be a buyer “waiting in the wings.” *See Alabama Power Co. v. FCC*, 311 F.3d 1357 (11th Cir. 2002), 1370. Under the *Alabama Power Co.*, decision, FPL would then be entitled to charge AT&T a market rate.

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would be the unregulated rate AT&T currently voluntarily pays for attachments to FPL's transmission poles, to which AT&T has no right or regulated access or rates.¹⁸⁰ AT&T paid FPL the following transmission attachment rates for 2014 to 2018:¹⁸¹

	2014	2015	2016	2017	2018
Transmission Rates					

In addition, other attachers with no mandatory access pay FPL a negotiated pole rental rate shown in the first line of the chart below, which is generally less than the attachment rate AT&T pays FPL for attaching to the larger transmission structures. The per pole savings AT&T realized each of those years, or the difference between the annual joint use rate and unregulated attachment rate, is as follows:¹⁸²

	2014	2015	2016	2017	2018
Market Rate 1'					
Joint Use Rate 4'					
Value to AT&T					

Using an average number of 418,558 AT&T attachments per year on FPL poles, the 1975 JUA provides a cumulative annual savings to AT&T for 2014 to 2018 is as follows:

	2014	2015	2016	2017	2018
Total Value to AT&T					

In sum, the 1975 JUA allows AT&T to avoid paying arms' length attachment rates of

per year.

¹⁸⁰ Kennedy Dec., ¶ 7.B.

¹⁸¹ *Id.*

¹⁸² *Id.*

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Second, the 1975 JUA affords AT&T the space allocation percentage it successfully negotiated.¹⁸³ AT&T in 1975 requested and received agreement from FPL to allocate 47.4% of the space on each joint use pole to AT&T and 52.6% to FPL. As Mr. Kennedy notes, AT&T is the only ILEC in a joint use relationship with FPL that was able to negotiate that “ratio of pole cost responsibility.”¹⁸⁴ Compared to other joint users, the reduced cost ratio provides AT&T an annual savings benefit as follows:

	2014	2015	2016	2017	2018
AT&T attached to FPL Wood	████████	████████	████████	████████	████████
FPL attached to AT&T Wood	████████	████████	████████	████████	████████
Total AT&T savings	████████	████████	████████	████████	████████

In sum, the percentage ownership AT&T successfully negotiated and never sought to change saves AT&T approximately ██████████ annually, for a total of ██████████ in savings from 2014–2018.¹⁸⁵

Third, the 1975 JUA guarantees AT&T access rights to FPL’s pole network, access rights which are voluntarily granted by FPL.¹⁸⁶ In short, Section 4.2 of the 1975 JUA requires FPL to, “at FPL’s cost, . . . set joint use poles that are 10 feet taller than it needs to serve its electric customers (i.e., 4 feet for AT&T + 3’4” for communication space and additional 1 foot of pole burial space; but not required if FPL facilities are the only facilities on the pole). The 8’4” additional space translates to 10 feet as poles are procured in 5 foot increments.”¹⁸⁷

¹⁸³ See Section V.A.2, *supra*; Kennedy Dec. ¶¶ 8, 33, and *Exhibit B*.

¹⁸⁴ Kennedy Dec., ¶ 8.

¹⁸⁵ *Id.*

¹⁸⁶ *Id.*, ¶ 9.

¹⁸⁷ *Id.*

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The additional cost of a pole necessary to accommodate AT&T is [REDACTED] per pole.¹⁸⁸ As the population of Florida is growing quickly and AT&T is installing approximately 3,000 new attachments per year, “FPL is spending more than [REDACTED] per year to accommodate AT&T and the communication worker safety space,”¹⁸⁹ which means that FPL has spent over [REDACTED] in today’s dollars to build poles specifically tall and strong enough to suit AT&T’s attachments.

There is no doubt that the communication workers safety space on FPL’s joint use poles should be allocated to AT&T. These are FPL’s poles, and but for the presence of AT&T, there would be no need for the 40” of communications worker safety space. Allocating that space to AT&T is consistent with the Commission’s principles of “cost causation” and charging the party responsible for causing a cost with the amount of the cost it caused.¹⁹⁰

Fourth, the 1975 JUA provides AT&T the benefits of avoiding make-ready and having FPL voluntarily expand capacity. Under the agreement, all FPL poles are built to suit joint use and provide 4 feet of guaranteed space to AT&T. Moreover, the 1975 JUA requires FPL in certain circumstances to expand capacity to accommodate AT&T.¹⁹¹ AT&T therefore never has to address the issue of a pole that has reached capacity and cannot accommodate AT&T. Other telecom providers, however, do not have the same benefit. There are times when a pole is at capacity and FPL exercises its right not to expand capacity voluntarily.¹⁹² In those instances,

¹⁸⁸ “This excludes consideration of the cost of thousands of concrete poles FPL has set to accommodate AT&T and the communication space in order to meet the more stringent wind load requirements associated with FPL’s FPSC-approved hardening construction standards.” *Id.*

¹⁸⁹ *Id.* As Mr. Kennedy notes, the design and installation of FPL’s poles to accommodate AT&T and others is beneficial to AT&T and the communications industry and it is critical that FPL be compensated for its voluntary design of such poles. “Without proper compensation, FPL will have to reevaluate the benefits of joint use agreements, and, in particular, whether it should continue to design and invest in a network of poles that are more expensive than it needs for its own purposes. Of course, if FPL were to install poles 10’ shorter, it would not only impact AT&T but the entire communication/CATV industry, as well as broadband deployment, as communication space currently available on joint use poles would disappear.” *Id.*

¹⁹⁰ See 2011 Pole Attachment Order, ¶ 143.

¹⁹¹ Kennedy Dec., ¶ 21.

¹⁹² *Id.*, ¶ 10.

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AT&T's alleged competitors "are required to find an alternative, such as choosing a different pole line route requiring additional cable, equipment and more pole attachment fees or undergrounding their facilities."¹⁹³

In addition, FPL builds joint use poles specifically to accommodate AT&T, thus AT&T avoids make-ready on any pole without any financial contribution to construction of that pole. "If FPL built a pole line for FPL's needs only, not only would it save FPL [REDACTED]/pole installed, but it would cost AT&T about [REDACTED]/pole to replace the existing wood pole with a wood pole that could accommodate communication space as well as a communication worker safety space." The replacement cost of [REDACTED] is for a wood pole; the cost would increase to [REDACTED] per pole for concrete poles.¹⁹⁴ As Mr. Kennedy notes: "With AT&T attaching to 3,000 new poles per year, that would be a major increase to its new construction expense and would place its time-to-market in line with other telecom providers."¹⁹⁵

Comparing AT&T to its alleged competitors, those other attachers, even with a communications space and communications workers safety space already on each FPL pole, have paid the following average make-ready costs to FPL for each pole over the last 5 years:

	2014	2015	2016	2017	2018
Make-Ready cost	[REDACTED]				
Poles	823	1826	705	705	1774
Cost per pole	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

¹⁹³ *Id.*

¹⁹⁴ *Id.*

¹⁹⁵ *Id.*

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Fifth, the 1975 JUA provides AT&T with guaranteed free make-ready.¹⁹⁶ Because the FCC does not allow FPL to prevent other attachers from using the space reserved for AT&T until AT&T needs it, if AT&T does need the space and it is occupied, the 1975 JUA will require FPL to expand capacity at no cost to AT&T.¹⁹⁷ If, for example, AT&T chooses to reclaim its allocated 4 feet of space in order to lease the space to its wireless affiliate in building out its wireless network, FPL customers could be required to pay for the cost of expanding capacity on up to 7,000 to 10,000 poles to accommodate node locations.¹⁹⁸ Other telecom attachers would not be guaranteed that FPL would expand capacity and, if FPL chose to expand capacity, would have to pay for it.

The possibility of AT&T building out FPL poles to accommodate wireless attachments brings up an additional, related benefit to AT&T. AT&T is guaranteed access to 4 feet of space on FPL's poles without having to pay for capacity expansion and for any purpose it requires. AT&T could use the space FPL provides to lease 5G wireless nodes to its affiliates or other telecom providers at market rates, while paying FPL the joint use rate.¹⁹⁹

The value of guaranteed access for AT&T to potential node locations is approximately [REDACTED], for a buildout of 7,000 to 10,000 nodes.²⁰⁰ The value of free make-ready to AT&T, as compared to what other carriers would have to pay should they be granted capacity expansion, is approximately [REDACTED] [REDACTED] for a buildout of 7,000 to 10,000 nodes.²⁰¹

¹⁹⁶ *Id.*, ¶ 11.

¹⁹⁷ *Id.*; 1975 JUA, Section 14.5.

¹⁹⁸ Kennedy Dec., ¶ 11.

¹⁹⁹ *Id.*

²⁰⁰ *Id.*

²⁰¹ *Id.*

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Sixth, the 1975 JUA provides AT&T the savings of the time value of money.²⁰² While AT&T pays its joint use fees in arrears annually (*e.g.*, in March of 2018 for the year 2017), other telecom providers pay pole attachment fees in advance semiannually (in June and December of the billing year). AT&T therefore has use of its money for many months after other telecom providers pay their attachment fees in advance. The annual cumulative and per pole advantage to AT&T for the past five years from this benefit is as follows:²⁰³

	2014	2015	2016	2017	2018
Savings	██████████	██████████	██████████	████████████████████	████████████████████
Poles	397,221	401,099	412,357	418,558	425,704
Advantage per pole	██████████	██████████	██████████	██████████	██████████

In sum, this advantage benefits AT&T by nearly ██████████.

Seventh, the 1975 JUA provides AT&T the unfettered priority space on each FPL joint use pole.²⁰⁴ “Standard practice and code compliance also provides AT&T the right to the preferred spot on the pole—the lowest position—which ensures easy access and quick construction methods.”²⁰⁵ “Also, AT&T is almost always the first to attach to a new joint use pole.”²⁰⁶ The flexibility of this preferred space allows AT&T easy and unencumbered access to the pole, quick construction methods and elimination of any need to wait for any other attacher to do make-ready.²⁰⁷ In contrast, because AT&T typically does not attach at the lowest possible point on the pole, other attachers often have to ask for permission to attach below AT&T or pay AT&T to move and wait for it to do so. This causes cost and delay to other telecom providers

²⁰² *Id.*, ¶ 12.

²⁰³ *Id.*

²⁰⁴ *Id.*, ¶ 13.

²⁰⁵ *Id.*, ¶ 20.

²⁰⁶ *Id.*, ¶ 13.

²⁰⁷ *Id.*, ¶ 20.

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which AT&T does not experience.²⁰⁸ Finally, despite AT&T's claims that attaching at the lowest space on the pole is actually not preferred, they have never asked FPL to attach anywhere else on the pole.²⁰⁹ Indeed, the FCC's recent one-touch make ready rules and accelerated access timelines make clear that the FCC itself believes there is great value in avoiding make-ready delays and facilitating the rapid deployment of communications facilities in the public interest.²¹⁰ Moreover, FPL is unaware of any accidents necessitating AT&T's replacement of a joint use pole cause by AT&T's attachment position on the pole.²¹¹

Eighth, the 1975 JUA provides AT&T free make-ready for the life of the joint use attachment.²¹² The terms of the 1975 JUA obligate the pole owner to operate and maintain the joint use pole so long as there is a joint use attachment. "That means when the FPL pole reaches end of life or when FPL is forced to relocate a joint use pole (e.g., the Department of Transportation forces relocation of the pole for roadwork), FPL is responsible for replacing/relocating the pole without contribution from AT&T. In accordance with the JUA, the new replacement FPL pole must be built to accommodate AT&T's joint use attachments."²¹³ Unless other telecom attachers are able to free ride on this arrangement because they are attached to a joint use pole, they must pay FPL for the additional cost they cause in connection with a pole replacement not cause by a third party (e.g., when the pole reaches the end of its useful life). That amounts to AT&T saving [REDACTED] per pole for replacement of joint use poles that reach the end of their life. Other attachers on just under 400,000 non-joint use-poles must pay such costs.

²⁰⁸ *Id.*, ¶ 13. While the FCC's one-touch make-ready process may ameliorate this issue somewhat, it remains to be seen to what degree it will do so, and any suggestion by AT&T as to the future effect of one-touch make-ready is pure conjecture. Subsequent attachers are still going to have to pay make-ready fees to have AT&T move. *Id.*

²⁰⁹ *Id.*, ¶ 20.

²¹⁰ See 2018 Third Report and Order, ¶¶ 14–114.

²¹¹ Kennedy Dec., ¶ 20.

²¹² *Id.*, ¶ 14.

²¹³ *Id.*

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“FPL must replace about 3,000 poles each year because they have reached the end of their useful life. AT&T is on about 1,000 of those poles receiving free make-ready. This saves AT&T about [REDACTED] each year in avoided make-ready.”²¹⁴

Ninth, the 1975 JUA provides that AT&T need not follow a permit process to obtain approval in advance of attaching.²¹⁵ Other telecom providers must do so. This means that other telecom providers must incur the time and cost to obtain a permit, both of which AT&T avoids. A typical permit costs [REDACTED].²¹⁶

In addition, the other telecom providers must perform and complete numerous tasks to finalize a permit application, including reviewing FPL’s permit manual, collecting maps and data, performing engineering calculations coordinating with other attachers and assembling and completing various documentation for the permit package and post-attachment review. Mr. Kennedy enumerates the numerous tasks another telecom provider must complete and estimates, based on his experience, that the time to obtain a permit for each pole requires “several hours of preparation time per pole, field work (including travel), office design work, and permit preparation work” at a cost of approximately [REDACTED] per newly-installed pole.²¹⁷ “Given that AT&T makes approximately 3,000 new attachments annually, under the JUA, AT&T saves [REDACTED] in annual permit preparation costs.”²¹⁸

Mr. Kennedy further estimates that it could also take the attacher one or two months to get the application package to FPL’s vendor, 45 days to get a response on the permit and, if make-ready is required, another 90 days to complete the attachment process.²¹⁹ AT&T is spared

²¹⁴ *Id.*

²¹⁵ *Id.*, ¶ 15.

²¹⁶ *Id.*

²¹⁷ *Id.*, ¶¶ 16, 17.

²¹⁸ *Id.*, ¶ 16.

²¹⁹ *Id.*

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this wait time because it is not required to go through a permit and make-ready process. As Mr. Kennedy puts it: “While it is difficult to quantify this advantage, clearly, for AT&T it would include additional customers and increased revenues/income.”²²⁰

Tenth, the 1975 JUA does not require that AT&T undergo the same post-inspection process to which other telecom providers are subject.²²¹ In addition, AT&T is not required to do its own post-attachment inspection,²²² nor is there any evidence that AT&T itself actually does any post-attachment inspections.²²³ This means that AT&T saves not only the time required for such inspections, but also the per pole cost for them which is [REDACTED] per pole with no make ready and [REDACTED] per pole with make-ready. Given that AT&T makes approximately 3,000 new attachments annually, under the JUA it saves [REDACTED] in annual permitting and post-attachment inspection costs.²²⁴

Eleventh, the 1975 JUA “provides AT&T with unfettered access to FPL’s poles, thereby essentially eliminating the potential for an unauthorized attachment.”²²⁵ There is no record of AT&T having been charged an unauthorized attachment fee, but other attachers are subject to an unauthorized attachment fee of [REDACTED].²²⁶

Twelfth, the 1975 JUA provides that AT&T does not have to pay any indirect overhead costs. “Where the JUA provides for the exchange of payment for make-ready . . . , AT&T is only charged direct construction costs plus overheads that are required for the work. Other attachers pay an allocation of all applicable overheads for make-ready work, including, for example,

²²⁰ *Id.*

²²¹ *Id.*, ¶ 15.

²²² *Id.*

²²³ *Id.*

²²⁴ *Id.*

²²⁵ *Id.*, ¶ 18.

²²⁶ *Id.*

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administrative and general expenses.”²²⁷ This saves AT&T approximately 20% of the cost that other telecom attachers must pay.²²⁸

[REDACTED]

Fourteenth, the 1975 JUA provides AT&T the right to take ownership of a joint use pole when FPL abandons it. In contrast, other telecom providers are required to pay for the removal and/or relocation of their facilities when FPL abandons a pole.²³⁵

²²⁷ *Id.*, ¶ 19.

²²⁸ *Id.*, Exhibit J at 2.

²²⁹ *Id.*, ¶ 17.

²³⁰ *Id.*

²³¹ *Id.*

²³² *Id.*

²³³ *Id.*

²³⁴ [REDACTED]

²³⁵ *Id.*, ¶ 22.

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Fifteenth, the 1975 JUA provides AT&T the benefit of FPL sharing its common grounding pole bond with AT&T. While other attachers may benefit from this common bond, if additional bonding is required they must pay FPL for the work.²³⁶

Sixteenth, the 1975 JUA eliminates any need for AT&T to pay insurance and bond fees to protect FPL. Unlike other telecom attachers, AT&T is not required to carry insurance to indemnify FPL and name it as an additional insured.²³⁷ Also, AT&T is not required, as are other telecom attachers, to purchase a bond annually to protect FPL against the cost of having to remove attachments. Such bonds are based on the number of attachers and typically require coverage of [REDACTED] per attachment.²³⁸

Seventeenth, the 1975 JUA provides AT&T the benefit of stronger concrete poles set by FPL at FPL's expense.²³⁹ It is often the case that AT&T's attachments to FPL's pole add "significant load on the pole . . . primarily driven by the increase in pole height and the girth of the AT&T cable."²⁴⁰ Under FPL's pole construction standards as approved by the Florida Public Service Commission, the additional load caused by AT&T requires FPL to set concrete poles. The 1975 JUA requires FPL to accommodate an increase in capacity without a contribution in aid of construction, so the stronger concrete poles are set at FPL's expense.²⁴¹ While AT&T pays a higher attachment rate for concrete poles, that rate pales in comparison to the [REDACTED] cost of installing such poles.²⁴²

Eighteenth, the 1975 JUA provides AT&T contribution from FPL to build a new relocated pole line. As Mr. Kennedy explains:

²³⁶ *Id.*, ¶ 23.

²³⁷ *Id.*, ¶ 24.

²³⁸ *Id.*, ¶ 26.

²³⁹ *Id.*, ¶ 25.

²⁴⁰ *Id.*

²⁴¹ *Id.*

²⁴² *Id.*

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When FPL builds a new transmission structure line over an existing distribution pole line owned by either company, AT&T, at its own option, may relocate to a new pole line and require FPL to pay for one half the construction of an equivalent pole line to accommodate AT&T's facilities. AT&T's alleged competitors have no such option. They may either stay on the new transmission structure line and transfer their facilities to the new transmission poles or they can relocate their facilities at their own costs.²⁴³

AT&T has completely failed to address, much less attempted to quantify, the great value of all of the above benefits. In that way, this case is similar to the *Verizon v. FPL Decision*, in which the Commission stated that Verizon:

has not produced any evidence showing that the monetary value of [its] advantages is less than the difference between the Agreement Rates and the New or Old Telecom Rates over time. Verizon provides no evidence regarding the value of access to Florida Power's poles or occupying the lowest usable space on each pole. Verizon likewise made no attempt to estimate the costs Florida Power incurred by installing taller poles to accommodate Verizon. For its 67,000 attachments, Verizon was not required to pay make-ready costs and post-attachment inspection fees that competitive LECs must pay, yet Verizon has made no attempt to quantify the expenses it avoided under the Agreement.²⁴⁴

4. FPL's provision of voluntary access to AT&T provides extraordinary benefit.

FPL provides AT&T access to its pole network voluntarily. Unlike with CLECs and CATV providers, FPL is under no legal obligation to provide mandatory access to AT&T.²⁴⁵ The voluntary access FPL provides AT&T, which can also be seen as FPL's waiver of its right to exclude AT&T from FPL's pole infrastructure, provides extraordinary value to AT&T, both historically and on an annual basis. As noted above, the Commission itself recognized in the *Verizon v. FPL Decision* that such a grant of access provides value, stating that "Verizon

²⁴³ *Id.*, ¶ 27, citing Joint Use Agreement, § 3.5

²⁴⁴ *Verizon v. FPL Decision*, ¶ 24.

²⁴⁵ See 2011 Pole Attachment Order, ¶ 202.

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provides no evidence regarding the value of access to Florida Power's poles"²⁴⁶ Neither does AT&T. FPL, however, has done so.

AT&T found an infrastructure partner in FPL which allowed AT&T to avoid the cost of building an entire network on its own. In fact, AT&T "realized considerable benefits over time in terms of cost and deployment efficiencies associated with its joint pole use arrangement with FPL."²⁴⁷ The 1975 JUA "formed a sharing arrangement through which each party was able to reduce its costs of service without compromising quality. This gave AT&T ready and unfettered access to the joint pole network as if it were its own."²⁴⁸ Absent mandatory access – which it does not have – and the 1975 JUA, the least cost alternative for AT&T "would be the avoided cost associated with building out an independent pole network – a very costly alternative."²⁴⁹

The value of this access to network deployment over time can be quantified as some of the costs Mr. Kennedy has demonstrated AT&T avoids. The 1975 JUA allows AT&T to avoid annual network deployment costs because FPL set both wood and concrete poles for AT&T. AT&T's avoided cost for pole setting has been significant. As AT&T makes approximately 3,000 new attachments per year, FPL sets the poles for those attachments. AT&T is therefore avoiding the costs of replacing an FPL wood pole with another FPL wood pole taller and stronger through make-ready process, which would cost AT&T about [REDACTED].²⁵⁰ The 1975 JUA therefore allows AT&T to avoid pole setting costs of approximately [REDACTED] annually. Even if one views the avoided costs to AT&T conservatively, as the incremental cost to FPL to

²⁴⁶ *Verizon v. FPL Decision*, ¶ 24.

²⁴⁷ *Zarakas Dec.*, ¶ 32.

²⁴⁸ *Id.*

²⁴⁹ *Id.*, ¶ 27.

²⁵⁰ *Kennedy Dec.*, ¶ 10.

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build each pole tall and strong enough to support AT&T's attachments, AT&T avoids a cost of [REDACTED] per pole. Annually, that is an avoided costs of almost [REDACTED] per year. Cumulatively, for the 420,914 poles FPL has provided Verizon over the lifetime of the 1975 JUA, that is an avoided cost of [REDACTED].²⁵¹

FPL's voluntary grant of access to AT&T can also be seen to provide AT&T avoided costs in terms of avoided annual market rental rates. AT&T pays a mutually agreed upon rate based on the ownership share allocation it negotiated with an infrastructure partner in the 1975 JUA. In contrast, if AT&T were not party to the 1975 JUA, it would pay FPL a market rate to attach to FPL's pole infrastructure. The best indicators of this rate are the rates that AT&T pays FPL for access to FPL's transmission facilities, to which AT&T is entitled to neither mandatory access nor regulated rates and the rates other unregulated entities pay FPL for pole attachments, and the rates unregulated entities pay for attachments to FPL's poles.²⁵² When compared to those rates, the JUA rate saved AT&T the following amount per pole for 2014 to 2018:²⁵³

	2014	2015	2016	2017	2018
Value to AT&T	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Using an average number of 418,558 AT&T attachments per year on FPL poles, the cumulative annual savings to AT&T for 2014 to 2018 is as follows:

	2014	2015	2016	2017	2018
Total Value to AT&T	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

²⁵¹ *Id.*, ¶¶ 9, 33.

²⁵² Kennedy Dec., ¶ 7.B.

²⁵³ *Id.*

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In short, the 1975 JUA allows AT&T to avoid paying total market rates of [REDACTED]. Any way one looks at the avoided cost to AT&T provided by the value of FPL's grant of voluntary access, that value is critical to this proceeding. As Mr. Zarakas explains: "The Commission also recognized that ILECs receive value from access (to utility poles) itself which would likely be significant in monetary terms."²⁵⁴

Finally, the 1975 JUA also provided AT&T value in terms of obtaining and serving customers and building goodwill. "Seamless access to a pole network in the era before implementation of the Telecommunications Act of 1996 also allowed AT&T to establish itself as a reliable service provider in the eyes of its customers, which was a key factor in enabling the company to maintain a strong market share in the evolving market."²⁵⁵

5. AT&T's net benefits are not outweighed by its obligations as a pole owner.

AT&T claims that any benefits it receives under the 1975 JUA are offset by its obligations as a pole owner.²⁵⁶ Several telling facts put the lie to AT&T's specious position.

First, AT&T has had several opportunities to get out of the pole owning business. FPL has proposed a purchase of all of AT&T's poles multiple times. AT&T has failed to follow up each time.²⁵⁷ This is an admission that AT&T prefers to seek the best of both worlds, owning some poles but not so many as to incur the costs FPL does as a pole owner, while maintaining joint use terms and conditions but demanding CLEC rates.

Second, AT&T's alleged burdens as a pole owner are minimized by the reality that AT&T does not actually invest in its pole network. Indeed, AT&T has chosen deliberately over

²⁵⁴ Zarakas Dec., ¶ 32.

²⁵⁵ *Id.*

²⁵⁶ Complaint, ¶ 30.

²⁵⁷ Kennedy Dec., ¶ 36; Zarakas Dec., ¶¶ 27, 30, 34.

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time not to invest in its own pole infrastructure. As Mr. Kennedy explains, the 1975 Letter and ensuing letters establish that AT&T knew it needed to reach intended pole ownership benchmarks.²⁵⁸ It simply failed to do so. In fact, AT&T chose not to invest in its pole plant base. As Mr. Zarakas explains:

Both FPL and AT&T added poles on an annual basis through roughly 1998, when each company's pole count increased by more than 30,000 poles. After that time, AT&T engaged in little pole construction. The change in the percentage of AT&T's pole ownership was thus due to AT&T's own initiatives; it could have maintained a pole ownership ratio that was at or near that in place in 1975 by building out more poles.²⁵⁹

Moreover, the "reduction in AT&T's percentage of pole ownership is due to AT&T not engaging in new pole construction. Furthermore, AT&T has not sought to purchase any joint use poles from FPL as a means of attaining the objective percentage of pole ownership. Thus, any reduction in the percentages of pole ownership largely reflects AT&T's own preferences. Going forward, AT&T can increase its percentage of pole ownership if it is willing to construct new poles. It can also request transfers of pole ownership from FPL."²⁶⁰

The day-to-day operational facts bear out AT&T's intentional decision not to invest in pole infrastructure. FPL sets new joint use poles, not AT&T.²⁶¹ When poles fail, AT&T does not replace them.²⁶² There is no mystery as to why AT&T is not interested in owning more poles: "The decline in AT&T's pole ownership percentage also coincides with the change in regulation away from a rate of return framework in which earnings are based on a rate base. The

²⁵⁸ Kennedy Dec., ¶ 33.

²⁵⁹ Zarakas Dec., ¶ 5.

²⁶⁰ *Id.*, ¶ 20.

²⁶¹ Kennedy Dec., ¶ 34.

²⁶² *Id.*

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shift away from rate-of-return regulation for ILECs has reduced their incentives to invest in assets.”²⁶³

Third, it is not appropriate to treat the obligations AT&T has as a pole owner as an offset to what FPL should be paid. Rather, those obligations are reflected in the amount AT&T charges its attachers for the use of AT&T’s poles. AT&T’s rates to attachers capture investment, operations, overhead and maintenance expenses similarly to how those expenses are captured for FPL through its FERC accounts. AT&T is therefore reimbursed for its pole ownership costs through the rates it charges attachers. In sum, AT&T’s pole ownership obligations impact ATT’s pole attachment *revenues* from attachers, not ATT’s *expenses* to FPL.

Finally, there is a simple mathematical reason why AT&T’s obligations as a pole owner *vis a vis* AT&T do not outweigh its benefits. AT&T now owns roughly 34% of the parties’ joint use poles and FPL owns roughly 66%. AT&T would have the Commission believe any benefits it receives net out due to any costs or obligations it occurs. AT&T, however, simply ignores the 22% of the poles it does not own and as to which it suffers no costs or disadvantages as a “pole owner.”

6. The 1975 JUA rate is the appropriate and lawful rate.

Under the framework of the *2011 Pole Attachment Order*, which FPL has shown does not apply to this matter, the value of the material benefits to AT&T under the 1975 JUA, the extraordinary value of FPL’s grant of voluntary access to its poles and the lack of any real ownership burdens on AT&T combine to establish that the 1975 JUA rate is just and reasonable.

²⁶³ Zarakas Dec., ¶ 21.

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The Commission here must look to the “totality of [the] agreement[]” and determine whether there must be “similar treatment of similarly situated providers.”²⁶⁴

AT&T has failed to carry its burden of showing that it is similarly situated to its alleged competitors and that the 1975 JUA rates are unjust and unreasonable. AT&T does not even attempt to account for the numerous advantages it is afforded under the 1975 JUA or the value of those advantages.

FPL, in contrast, has provided “sufficient justification” for the 1975 JUA rates showing that AT&T “has been advantaged relative to a typical competitor”²⁶⁵ FPL has established eighteen material advantages to AT&T under the 1975 JUA, many of which provide significant monetary value to AT&T, that other telecom providers do not receive, ranging from the great financial benefit of avoided rates, avoided make ready and avoided pole setting to the ease and convenience of a lack of permitting and post-attachment inspections, preferred pole space access and common bonding.²⁶⁶ In addition, FPL has put forth quantifications of the exceptional value of the grant of voluntary access both historically and on annual basis in terms of avoided rates and deployment costs. Finally, FPL has put the lie to AT&T’s claim that it would rather not be subject to the alleged burdens of pole ownership. The 1975 JUA rates are just and reasonable because AT&T receives significant net material advantages as compared to other telecom providers and is not similarly situated to such providers.

This proceeding thus stands in contrast to the only proceeding where the Commission has evaluated whether the rates under a joint use agreement are justified—the *Verizon v. Dominion Decision*. There, the Commission found that the electric utility had “overstated” the value of a

²⁶⁴ *In the Matter of Verizon Virginia, LLC & Verizon S., Inc., Complainants*, 32 F.C.C. Rcd. 3750, ¶ 10, citing 2011 Pole Attachment Order, ¶ 216.

²⁶⁵ *Id.*, ¶¶ 20-22 (internal citations omitted).

²⁶⁶ See Section V.B.3, *supra*.

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number of benefits under the joint use agreement and also failed to “quantify the purported material advantages” to the ILEC.²⁶⁷ Here, however, FPL has enumerated numerous material advantages to AT&T, provided fact-based values for those advantages wherever possible and offered a valuation of FPL’s grant of voluntary access to AT&T. Finally, to remove any doubt as to the value of the benefits under the 1975 JUA, FPL has established that AT&T has chosen to preserve its benefits, rights and obligations as a joint use owner by rejecting several proposals from FPL to buy all of AT&T’s poles. As Mr. Zarakas explains this decision:

[AT&T’s Declarations of Ms. Miller, Mr. Peters, and Dr. Dippon] are contradicted by AT&T’s own actions and revealed preference. A reasonable and very practical test of comparability is whether or not AT&T is willing to substitute its joint use agreement for an arrangement that is the same or comparable to that provided by FPL to non-ILECs. As indicated above, FPL has sought several times to purchase AT&T’s poles and negotiate attachment arrangements and rates that would be comparable to the arrangements and rates that FPL provides to non-ILECs. Such a conversion would remove any doubt about whether or not ILEC and non-ILEC attachment arrangements are comparably situated. However, FPL indicates that AT&T did not respond to its offers, strongly suggesting that AT&T does not consider that the two pole attachment arrangements – one under the Joint Use Agreement and the other under FPL’s lease arrangements to non-ILECs – are similarly situated.²⁶⁸

In sum, a “foundational element[] underlying AT&T’s assertion that the pole attachment rates charged by FPL are unjust and unreasonable [is] without basis and contradicted by the available evidence. Specifically: . . . AT&T’s revealed preference (in opting to not accept FPL’s offer to buy AT&T’s poles and negotiate a pole attachment arrangement that would be comparable to that provided to non-ILECs) indicates that AT&T receives positive net benefits under the joint use agreement.”²⁶⁹

²⁶⁷ *In the Matter of Verizon Virginia, LLC & Verizon S., Inc., Complainants*, 32 F.C.C. Red. 3750, ¶¶ 18, 20.

²⁶⁸ Zarakas Dec., ¶ 30; *see id.* ¶¶ 17, 29–33.

²⁶⁹ *Id.*, ¶ 34.

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7. AT&T is not entitled to the old telecom rate, but even if it were, the old telecom rate over time would be in excess of the current JUA rate.

The *2011 Pole Attachment Order* provides that in ILEC complaint proceedings where the Commission finds it appropriate to evaluate the justness and reasonableness of rates due to the newness of the agreement and/or the exertion of bargaining power by the electric utility, the old telecom rate will serve as a “reference point.”²⁷⁰ FPL has shown above that the Commission should not engage in an analysis of the 1975 JUA rates or look to the old telecom rate as a reference point. First, the 1975 JUA is a longstanding agreement that predates the *2011 Pole Attachment Order* by 36 years and FPL did not exert any bargaining power over AT&T, thus the Commission should not evaluate the justness and reasonableness of the 1975 JUA rates. Second, even if the Commission did evaluate the justness and reasonableness of the 1975 JUA rates, FPL has enumerated and quantified net material advantages that fully justify the 1975 JUA rates.

Assuming *arguendo*, however, that despite the foregoing the Commission finds it necessary to look to the old telecom rate as a reference point, that reference point simply provides further evidence that the 1975 JUA rates are just and reasonable. In fact, over the course of 2014 to 2018, the average of the correctly calculated old telecom rate is *higher* than the 1975 JUA rates.

Ms. Deaton provides the calculation of the old telecom rates for AT&T’s attachments to FPL’s poles for 2014–18 as shown below and reflect that they are in fact higher in every year than the rates charged AT&T under the 1975 JUA.²⁷¹

²⁷⁰ *In the Matter of Verizon Virginia, LLC & Verizon S., Inc., Complainants*, 32 F.C.C. Red. 3750, ¶ 4, citing *2011 Pole Attachment Order*, ¶ 218.

²⁷¹ Deaton Dec., ¶ 9.

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Rate	2014	2015	2016	2017	2018
Old Telecom Rate per distribution pole (base contract rate)					
1975 JUA Rate per distribution pole (base contract rate)					

In fact, “[i]f AT&T and FPL each paid one another an attachment rate at the properly calculated pre-existing telecom rate for the years 2014-18, AT&T would owe FPL an additional

.²⁷²

As explained in Section II.B., *supra*, Ms. Deaton calculated the old telecom rates using input data for the FCC’s formulas provided by joint use audits and a statistically reliable joint use survey.²⁷³ Alpine Communication Corp. performed the audit in the ordinary course of business and performed the survey at FPL’s request and direction.²⁷⁴ Mr. Davis, FPL’s statistical expert, ensured the statistical reliability of the survey.²⁷⁵ FPL’s joint use expert, Mr. Kennedy, synthesized the audit and survey data and provided the FCC formula inputs for Ms. Deaton to perform the rate calculations.²⁷⁶ AT&T did no such data gathering or analysis and simply used the FCC’s presumptive formula inputs. FPL’s formula inputs, however, based on actual data, were as follows:²⁷⁷

²⁷² Kennedy Dec., ¶ 38. This figure assumes that AT&T’s argument regarding the applicable statute of limitations at five years is valid, a position with which FPL disagrees.

²⁷³ Deaton Dec., ¶¶ 8-9.

²⁷⁴ Murphy, Dec., ¶¶ 4-23.

²⁷⁵ Davis Dec., ¶¶ 1-8.

²⁷⁶ Kennedy Dec., ¶¶ 30-31.

²⁷⁷ *Id.*, ¶ 30.

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FCC Variables	FPL Distribution Poles with AT&T Attached
AT&T Total Space Used	4.5'
Total Number of Attaching Entities	2.99
Average Pole Height	40.4'
Usable Space	15.9'
Unusable Space *	24.5'

* 40' wood poles require 6.5' of burial depth.

In addition, FPL used the same rate of return in its calculations as did AT&T.²⁷⁸

The comparison of the old telecom rate to the 1975 JUA rates is further compelling evidence that the 1975 JUA rates are just and reasonable. First, the general equivalence of the two rates directly undercuts the position of AT&T's witness, Dr. Dippon, that the 1975 JUA rates exceed the old telecom rate.²⁷⁹ Second, the general equivalence of the two rates shows that the 1975 JUA rates comport with the Commission's reference point pursuant to the *2011 Pole Attachment Order*.

²⁷⁸ Two points bear mention here. First, FPL has no authorized rate of return approved by a Florida Public Service Commission order, so it is entitled to use the Commission's default rate of 11.25%. In the interests of fairness, however, FPL used the same rate of return, decreasing annually starting in 2016, that AT&T was required to use by the Commission's orders applicable to ILECs. Deaton Dec., ¶ 8; Kennedy Dec., ¶ 31. Second, the "Communications Workers Safety Space" must be included in the total space allocated to AT&T because AT&T is the cost-causer for that space; but for FPL specifically building its own electric distribution poles tall enough to accommodate AT&T specifically, the 40" of safety space would not exist. Kennedy Dec., ¶ 30 n.26. The Commission's prior order regarding safety space being allocated to the electric utility applied only to CLECs and CATV companies, which had mandatory access rights to poles that had already been built such that they were neither the cost-causer nor the party that directly contracted for the safety space.

²⁷⁹ Dippon Dec., ¶¶ 23-25.

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VI. Even if the 2018 Third Report and Order Presumption Applies, the 1975 JUA Rates are Just and Reasonable.

A. The 1975 JUA Rates Are Just and Reasonable

FPL has shown in Section IV that the *2018 Third Report and Order* presumption regarding the new telecom rate does not apply in this case and in Section v. that under the framework of the *2011 Pole Attachment Order* the 1975 JUA rates are lawful. Even assuming, however, for the sake of argument that one were to analyze the 1975 JUA rates under the *2018 Third Report and Order* rubric, the rates remain just and reasonable.

The *2018 Third Report and Order* established a rebuttable presumption for “new and newly-renewed” joint use agreements – which the 1975 JUA is not – “that the incumbent LEC should be charged no higher than the pole attachment rate for telecommunications attachers calculated in accordance with section 1.1406(e)(2) of the Commission’s rules.”²⁸⁰ The Commission also noted in the *2018 Third Report and Order* that “there may be some cases in which incumbent LECs may continue to possess greater bargaining power than other attachers, for example in geographic areas where the incumbent LEC continues to own a large number of poles.”²⁸¹

The rate presumption is rebuttable: “The utility can rebut the presumption with clear and convincing evidence that the incumbent LEC receives net benefits under its pole attachment agreement with the utility that materially advantage the incumbent LEC over other telecommunications attachers.”²⁸² The Commission went on to explicate some of the evidence which could rebut the presumption:

²⁸⁰ *2018 Third Report and Order*, ¶ 126 (citations omitted).

²⁸¹ *Id.*

²⁸² *Id.*, ¶ 23. The Supreme Court has defined the “clear and convincing” standard as demonstrating evidence that is “highly probable,” or that is substantially more likely to be true than untrue. *Colorado v. New Mexico*, 467 U.S. 310, 316 (1984); see also *Black’s Law Dictionary* (11th ed. 2019). The clear and convincing standard is considered

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Such material benefits may include [p]aying significantly lower make-ready costs; [n]o advance approval to make attachments; [n]o post-attachment inspection costs; [r]ights-of-way often obtained by electric company; [g]uaranteed space on the pole; [p]referential location on pole; [n]o relocation and rearrangement costs; and [n]umerous additional rights such as approving and denying pole access, collecting attachment rents and input on where new poles are placed. If the utility can demonstrate that the incumbent LEC receives significant material benefits beyond basic pole attachment or other rights given to another telecommunications attachers, then we leave it to the parties to negotiate the appropriate rate or tradeoffs to account for such additional benefits.²⁸³

Finally, the Commission held that if the electric utility successfully rebutted the presumption, the maximum rate that could apply would be the old telecom rate.²⁸⁴

FPL has met every condition to rebut the *2018 Third Report and Order*'s presumption and establish that the 1975 JUA rates are just and reasonable. First, this is certainly a case in which AT&T "continue[s] to possess greater bargaining power than other attachers [and] . . . continues to own a large number of poles."²⁸⁵ As of 2017, AT&T owned 216,850 joint use poles, or 34% of the total owned between the parties.²⁸⁶ Not only is that a "large number of poles" which are critical for FPL to access, but that number is greater than the "25 to 30%" ILEC ownership ratio that caused the Commission concern that electric utilities could exercise bargaining power.²⁸⁷ Indeed, as Mr. Zarakas explains, FPL has not exercised any bargaining power over AT&T.²⁸⁸ Nor could FPL do so simply because AT&T owns 34% of the poles.²⁸⁹

more rigorous than the "preponderance of the evidence" standard, which is met when a party convinces a fact finder that the claim is more likely true than untrue, or that there is a greater than 50% chance that the claim is true. *See Black's Law Dictionary* (11th ed. 2019). Meanwhile, the clear and convincing standard is considered less rigorous than the "beyond a reasonable doubt" standard, which means the evidence must produce in the mind of the trier of fact a firm belief or conviction as to the facts sought to be established. *See id.*

²⁸³ *2018 Third Report and Order*, ¶ 128 (internal quotations and citations omitted).

²⁸⁴ *Id.*, ¶ 129.

²⁸⁵ *2018 Third Report and Order*, ¶ 126.

²⁸⁶ Zarakas Dec., ¶ 4.

²⁸⁷ *Verizon v. FPL Decision*, ¶ 5 (citing *2011 Pole Attachment Order*, ¶ 206).

²⁸⁸ Zarakas Dec., Section III.

²⁸⁹ *Id.*, ¶ 20.

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Second, FPL has provided clear and convincing evidence that AT&T receives “net benefits under [the 1975 JUA with FPL] that materially advantage [AT&T] over other telecommunications attachers.” Indeed, FPL has provided evidence of eighteen net benefits that CLECs do not receive, including benefits identical to those explicated in the *2018 Third Report and Order*:

- paying significantly lower make-ready costs;
- no advance approval to make attachments;
- no post-attachment inspection costs;
- rights-of-way often obtained by electric company;
- guaranteed space on the pole;
- preferential location on pole;
- no relocation and rearrangement costs; and
- numerous additional rights.²⁹⁰

FPL has therefore provided evidence of exactly the type of benefits received by AT&T and no other attachers that the Commission indicated would establish clear and convincing evidence sufficient to rebut the new telecom rate presumption.

Third, FPL has also shown that should the Commission look to the old telecom rate to establish an applicable rate here, the properly calculated old telecom rate is actually higher than the 1975 JUA rates. The properly calculated old telecom rates as set forth above would actually result in AT&T owing FPL a net payment of [REDACTED].²⁹¹

²⁹⁰ See generally Kennedy Dec.

²⁹¹ *Id.*, ¶ 38.

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In sum, even if the *2018 Third Report and Order* applies to the 1975 JUA, the 1975 JUA rates are just and reasonable because they are lower than the old telecom rate.

B. AT&T Is not Entitled to The New Telecom Rate, but Even if It Were, The New Telecom Rate Must be Calculated Correctly.

FPL has established that the Third Report and Order's rebuttable presumption does not apply but that, even if it did, FPL has rebutted it by clear and convincing evidence. If, for some reason, the Commission finds it necessary to evaluate the new telecom rate for AT&T's attachments to FPL's poles, that rate should be properly calculated. The proper calculation of the new telecom rates for AT&T's attachments are as follows:²⁹²

Rate Year	New Telecom Rate
2014	
2015	
2016	
2017	
2018	

The proper calculation of the new telecom rates for FPL's attachments to AT&T's poles are as follows²⁹³:

Rate Year	New Telecom Rate
2014	
2015	
2016	
2017	
2018	

²⁹² Deaton Dec., ¶ 8.

²⁹³ Deaton Dec., ¶ 11.

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If despite all of the law and facts to the contrary, AT&T and FPL were required to pay one another using the the properly calculated new telecom rate formula for the years 2014-18, FPL would owe AT&T [REDACTED].²⁹⁴ The 1975 JUA and its rates, therefore, must not be upended.

VII. Conclusion

Based on all of the foregoing, FPL asks that the Commission dismiss or deny AT&T's Complaint and the relief requested. On a retrospective basis, the Commission should not review or disturb the terms of the January 1, 1975 Joint Use Agreement that AT&T proudly proclaimed included a major change in space allocation and percentage ownership that AT&T sought and was "accepted by FP&L." On a prospective basis, there is nothing for the Commission to do, as FPL terminated AT&T's rights under the 1975 JUA.

FPL also states that it remains willing to engage in meaningful settlement negotiations that involve each party's respective corporate executives and which strike a sensible balance that recognizes the value that joint use arrangements provide.

WHEREFORE, Florida Power & Light Company respectfully requests that the Commission dismiss or deny AT&T's Complaint and the requested relief, and provide such other and further relief as the Commission deems just and proper.

²⁹⁴ As discussed above, FPL disagrees with AT&T's argument that the applicable statute of limitations in this matter is five years.

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CERTIFICATE OF SERVICE

I hereby certify that on September 16, 2019, I caused a copy of the foregoing to be served on the following by hand delivery, U.S. mail or electronic mail (as indicated):

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PUBLIC VERSION

Florida Public Service Commission
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(Via U.S. Mail)

/s/ William C. Simmerson
William C. Simmerson

RULE 1.721(M) VERIFICATION

I, Robert J. Gastner, as signatory to this submission, hereby verify that I have read this Brief in Support of FPL's Answer to AT&T's Amended Complaint and, to the best of my knowledge, information, and belief formed after reasonably inquiry, it is well grounded in fact and is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law; and that it is not interposed for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of the proceeding.

A handwritten signature in black ink, appearing to read 'Robert J. Gastner', written over a horizontal line.

Robert Gastner

RULE 1.721(M) VERIFICATION

I, Robert J. Gastner, as signatory to this submission, hereby verify that I have read this Brief in Support of FPL's Answer to AT&T's Amended Complaint and, to the best of my knowledge, information, and belief formed after reasonably inquiry, it is well grounded in fact and is warranted by existing law or a good faith argument for the extension, modification, or reversal of existing law; and that it is not interposed for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of the proceeding.

A handwritten signature in black ink, appearing to read 'Robert J. Gastner', written over a horizontal line.

Robert Gastner

PUBLIC VERSION

**APPENDIX
ADMISSIONS AND DENIALS WITH RESPECT TO THE SPECIFIC FACTUAL
ALLEGATIONS OF AT&T'S AMENDED COMPLAINT**

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

BELLSOUTH)	
TELECOMMUNICATIONS, LLC,)	
d/b/a AT&T Florida,)	
<i>Complainant,</i>	)	Proceeding No. 19-187
	)	Bureau ID No. EB-19-MD-006
v.)	
)	
FLORIDA POWER & LIGHT COMPANY,)	
<i>Respondent.</i>)	

ANSWER

Pursuant to 47 CFR §1.726(b), Respondent Florida Power & Light Company (“FPL”) responds as follows to the specific factual averments of BellSouth Telecommunications, LLC, d/b/a AT&T Florida (“AT&T”).¹

1. Upon information and belief, FPL admits that the allegations of Paragraph 1 are true.
2. FPL admits that the allegations of Paragraph 2 are true.
3. FPL admits: (1) that FPL and AT&T are parties to a joint use agreement (“JUA”) dated January 1, 1975; (2) that this 1975 joint use agreement was last amended on or about June 1, 2007 to provide certain storm related protocols and a dispute resolution process; and (3) that FPL terminated the parties’ 1975 JUA after receiving no payment under the agreement from AT&T for the calendar years 2017 & 2018. FPL states that: (1) as of 2018, the parties’ jointly used network currently consists of approximately 631,124 poles in the overlapping areas served

¹ FPL incorporates herein its Brief in Support of its Answer to the Amended Complaint of Bellsouth Telecommunications, LLC, D/B/A AT&T Florida (“Answer Brief”).

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by FPL and AT&T; (2) as of 2018, FPL owned approximately 420,914 of those poles (66%), and (3) that AT&T owned approximately 213,210 (34%) of those poles.²

4. FPL denies that the Federal Communications Commission (“Commission” or “FCC”) has jurisdiction over this dispute for four independent reasons: (1) the Commission has no statutory authority to regulate the rates, terms, and conditions of incumbent local exchange carrier pole attachments; (2) even assuming the existence of such statutory authority, any assertion of authority over the parties’ 1975 JUA would be an *ultra vires*, impermissibly retroactive expansion of that authority; (3) the Florida Public Service Commission has, or may, have jurisdiction over this dispute; and (4) AT&T has not met the Commission’s condition precedent of good-faith negotiations prior to filing this Complaint.

5. FPL admits that the state of Florida has not submitted to the FCC a filing that states it is taking jurisdiction over pole attachments pursuant to 47 USC 224(c)(2), but denies that this lack of “certification” necessarily means the state of Florida lacks jurisdiction over this particular dispute. The admission set forth above is made without prejudice toward FPL’s right to seek the intervention of the Florida Public Service Commission, if necessary, to avoid a massive shift of the cost of the jointly used network to FPL’s electric customers. In any event, the dispute between the parties involves at least four “buckets” of substantive issues: (1) the rates AT&T pays for access to FPL’s poles; (2) the rates FPL pays for access to AT&T’s poles; (3) AT&T’s access rights to FPL’s poles; and (4) FPL’s access rights to AT&T’s poles. At best, the Commission’s jurisdiction extends only to the first of these four issues. The Commission should leave the parties’ long-standing contract intact as the Commission expressed in its *2011 Pole Attachment Order*. FPL denies any remaining allegations in this paragraph.

² See Declaration of Thomas J. Kennedy, attached as Exhibit A (“Kennedy Dec.”), at ¶ 35.

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6. FPL denies that there is no other action between the parties currently pending in the Commission or any court or other government agency based on the same set of facts. On July 1, 2019, FPL filed a civil breach-of-contract complaint against AT&T in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida. On July 22, 2019, AT&T removed the action to the U.S. District Court for the Southern District of Florida, West Palm Beach Division.³ In its Complaint, FPL alleges that AT&T has breached the 1975 JUA entered into by both parties by failing to continue its contractually-obligated payments in the amount of approximately [REDACTED] for the 2017 and 2018 calendar years. The relief FPL seeks includes, but is not limited to, the following: 1) an injunction requiring AT&T to immediately remove its attachments from FPL's poles; 2) a declaration stating that AT&T owns the 5,320 poles on which AT&T's equipment remained attached after receiving notice of abandonment of said poles from FPL; and 3) a declaration that FPL no longer has any legal ownership and/or responsibility for said abandoned poles. The action is currently pending before the U.S. District Court for the Southern District of Florida, West Palm Beach Division.

FPL further denies that AT&T's Complaint does not overlap with any issue in a notice-and-comment rulemaking proceeding that is currently before the Commission. The Commission is currently considering a petition for reconsideration which raises, among other issues, the legality of the very rule upon which a portion of AT&T's Complaint is based.⁴ The comment cycle in the above-referenced proceeding closed on November 19, 2018 and the Commission has not yet reached a decision. Moreover, the order adopting the rule upon which AT&T's

³ *Florida Power & Light Co. v. BellSouth Telecommunications, LLC d/b/a AT&T Florida*, No. 9:19-cv-81043-RLR (S.D. Fla. 2019).

⁴ Petition for Reconsideration of the Coalition of Concerned Utilities, In the Matter of Accelerating Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment; Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment, WC Docket No. 17-84, WT Docket No. 17-79 (Oct. 15, 2018).

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Complaint is based is currently under review in the United States Court of Appeals for the Ninth Circuit.⁵

7. FPL admits that the parties engaged in written communications regarding certain matters raised in AT&T's Complaint and further admits that the parties held face-to-face meetings regarding certain matters raised in AT&T's Complaint. However, FPL denies any remaining allegations in paragraph 7 and specifically denies that AT&T met its pre-filing obligations pursuant to 47 C.F.R. § 1.722(g). AT&T provided no specific details as to what it believed was the just and reasonable rate or what it believed it should pay for its occupancy of FPL's poles during the 2017 calendar year. Also, over the next several months of discussion in 2018, contrary to what the FCC had contemplated for pre-suit negotiations, AT&T never identified in writing the specific underlying allegations that would support its conclusion that the contractual rates were not just and reasonable or that it was entitled to either the new or pre-existing telecom rates.

8. FPL denies that AT&T "attaches to FPL's poles on terms and conditions that are materially comparable to those of 'a telecommunications carrier or a cable operator.'" AT&T attaches to FPL's poles on terms and conditions that materially advantage AT&T over its CATV and CLEC competitors. Chief among those material advantages are: (1) FPL has built and maintained, and continues to build and maintain, poles of sufficient height and strength to accommodate AT&T without any upfront capital cost to AT&T; and (2) FPL has contractually agreed that, even in the event of a termination, AT&T can remain attached to FPL's poles.

FPL also denies that it "continues to charge AT&T pole attachment rates significantly higher than the [new telecom] rates charged to similarly situated telecommunications attachers."

⁵ *American Elec. Power Serv. Corp., et al. v. FCC*, Case No. 19-70490 (9th Cir).

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First, FPL does not charge AT&T “pole attachment rates” at all. The parties operate under a joint use agreement which contains a specific formula for determining how the costs of the joint use network are shared. Second, even if the new telecom rate applied here (which it does not), it should be applied on a per foot basis to avoid discriminatory effect on CATV licensees.

9. FPL admits that the Commission revised its ILEC complaint rule in 2018 to create two rebuttable presumptions applicable to “pole attachment contracts” that are new or newly renewed” after the *2018 Third Report and Order*’s effective date of March 11, 2019. These presumption include: (1) that an ILEC is similarly situated to CATV and non-ILEC telecom carriers; and (2) that an ILEC may be charged a rate no higher than a rate determined in accordance with the Commission’s telecom rate formula.⁶ FPL denies that its 1975 JUA with AT&T is either a “pole attachment contract” or that it was “new or newly renewed” after March 11, 2019, the effective date of the FCC’s *2018 Third Report and Order*. The 1975 JUA has an effective date of January 1, 1975, and was last revised with an effective date of June 1, 2007. Moreover, the 1975 JUA was terminated effective August 26, 2019 pursuant to FPL’s termination of the agreement resulting from AT&T failure to make its required payments under the agreement for the previous two calendar years, and FPL is in the process of seeking an injunction to remove AT&T’s facilities from its poles.

FPL denies that the 1975 JUA is “‘newly renewed agreement’ entitled to the [*2018 Third Report and Order*’s] presumption.” It denies that it has not alleged any competitive benefit that could rebut the presumption, and it denies that the payments that AT&T is required to provide under the 1975 JUA competitively disadvantage it. If anything, AT&T is in a competitively

⁶ As detailed more fully in its Answer Brief, FPL believes that the new ILEC complaint rule is arbitrary, capricious and inconsistent with the law.

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advantageous position relative to other attaching entities. FPL denies any remaining allegations in paragraph 9.

10. FPL admits that, under the Commission's rules, similarly situated attachers should pay similar pole attachment rates for comparable access, but denies that AT&T is similarly situated to the attaching entities who pay the new telecom rate. FPL further denies that "AT&T is entitled to rate relief in this case." Moreover, FPL denies that the *2018 Third Report and Order's* presumptions apply. Even assuming that presumption applies, FPL has provided the Commission with more than enough evidence to successfully rebut it.

11. FPL denies that the *2018 Third Report and Order's* presumptions apply and denies that the 1975 JUA is a "newly renewed" agreement under that order. FPL admits that the "JUA's initial term expired on January 1, 1980," but denies that it has continued "in force thereafter," as it has been recently terminated due to AT&T failure to meet its payment obligations under the agreement. FPL further denies that because of an event that occurred in 1980, the parties' JUA is a "new or newly-renewed pole attachment agreement" and that the *2018 Third Report and Order's* new presumptions should apply to this proceeding

12. FPL denies its termination of the 1975 JUA placed the agreement into "evergreen status" as that term is used in the *2018 Third Report and Order*. The 1975 JUA is not in evergreen status; it is terminated. In terms of contractual provisions, "evergreen" status refers to an indefinite renewal, pending termination by either party. The contractual language that AT&T mistakenly claims to be an "evergreen" clause is actually a perpetual license, exercisable at the licensee's option. *See* Article XVI of the JUA, attached as Exhibit 1 to AT&T's Complaint. Because FPL lacks the contractual ability to terminate AT&T's license with respect to any existing joint use poles (even for AT&T's failure to provide any payments under the agreement

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for two years), there can be no “renewal” of the 1975 JUA with respect to existing joint use poles. In this situation (as it relates to AT&T’s facilities on FPL’s poles), it is FPL—not AT&T—that is “forced” to continue the relationship; AT&T is the only party with a choice in the matter. FPL thus again denies that the *2018 Third Report and Order*’s presumptions apply and that the 1975 JUA is a “newly renewed” agreement under that order.

13. FPL denies that AT&T is entitled to a “rate determined in accordance with [47 C.F.R.] § 1.1406(e)(2).” FPL denies that AT&T paid FPL in 2017 and 2018. FPL denies that its base contract rates are excessively and unreasonably high. Even assuming that AT&T were entitled to such a rate, FPL denies that AT&T has calculated the rate properly.⁷ Based on the information available to FPL, FPL asserts that the New Telecom Rate should be calculated as follows:⁸

Rate Year	New Telecom Rate
2014	
2015	
2016	
2017	
2018	

14. FPL denies the allegations of Paragraph 14. FPL asserts that, in course of the parties’ negotiations, FPL was never afforded the opportunity nor did FPL have the occasion to “rebut the presumption” or identify the “advantage that AT&T enjoys over its competitors.” AT&T’s implication that FPL failed to do so is a gross distortion of the parties’ negotiations. As FPL repeatedly explained to AT&T, the 1975 JUA pre-dates both the *2011 Pole Attachment Order* and the *2018 Third Report and Order*, and neither order is applicable to such agreements.

⁷ FPL also denies that AT&T’s reference to the parties’ joint use rates for transmission poles has any relevance for this proceeding.

⁸ Declaration of Renae B. Deaton (“Deaton Dec.”), ¶ 8.

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At no time during the parties' negotiations did AT&T come close to making a compelling argument that either order applied to the parties' relationship nor did AT&T ever request that FPL "rebut the presumption."

15. FPL admits that Verizon Florida, LLC ("Verizon") filed a complaint against FPL, that the Commission's Enforcement Bureau found that Verizon had not met its burden of showing that the parties' agreement rates are unjust and unreasonable,⁹ and that the Enforcement Bureau then dismissed Verizon's complaint against FPL without prejudice.¹⁰ However, FPL fails to understand how this previous proceeding has any factual relevance to the instant matter or why AT&T referenced it in paragraph 15 of its Complaint. FPL denies the remaining factual averments of this paragraph. With respect to AT&T's assertion that FPL cannot supply evidence to rebut the *2018 Third Report and Order's* new presumptions, FPL again notes that the Commission's new complaint procedures by their express terms do not apply to the parties' decades old agreement. However, FPL has supplied "clear and convincing" evidence along with its response to AT&T's Complaint to establish that AT&T is materially advantaged over other attaching entities. First and foremost, the plain language of the 1975 JUA rebuts any notion that AT&T is similarly situated to other attaching entities. In addition, FPL has submitted the testimony of FPL's witnesses, the analysis of Thomas Kennedy and the economic evaluation submitted by William Zarakas, and actual, current data regarding the parties' attachments to rebut the presumption in this case.¹¹

16. FPL denies all of AT&T's averments in paragraph 16. A comparison between the parties' 1975 JUA and a license agreement is neither required nor appropriate in this proceeding.

⁹ *In the Matter of Verizon Fla. LLC, Complainant*, 30 FCC Rcd 1140, 1147 (2015).

¹⁰ *Id.* at 1150.

¹¹ See Kennedy Dec.; Declaration of William P. Zarakas ("Zarakas Dec."); Declaration of Robert Murphy ("Murphy Dec."); Declaration of Ronald J. Davis ("Davis Dec.").

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However, FPL has supplied “clear and convincing” evidence along with its response to AT&T’s Complaint to establish that AT&T is not similarly situated to other attaching entities. In the first sentence of paragraph 16, AT&T cites the *2011 Pole Attachment Order* for the proposition that “FPL must weigh and account for all of the different rights *and responsibilities* (of which there are many) placed on AT&T as compared to its competitors” (emphasis in original) and specifically quotes paragraph 216 n.654 of the *2011 Pole Attachment Order* as follows: “A failure to weigh, and account for, the different rights and responsibilities in 1975 JUA[s] could lead to marketplace distortions.” However, the complete context of the *2011 Pole Attachment Order* completely undercuts AT&T’s argument. In the quotations, the Commission was simply stating that giving ILECs the telecom rate would give ILECs an unfair advantage over other attaching entities.¹² To emphasize this point, the footnote quoted by AT&T also includes a lengthy acknowledgement of the many benefits to ILECs under 1975 JUAs, and, in fact, the Commission stated in the very next sentence following the sentence quoted by AT&T: “We therefore reject arguments that rates for pole attachments by incumbent LECs should always be identical to those of telecommunications carriers or cable operators.”¹³

In addition, AT&T also avers that “after a JUA terminates” it “eliminates any possible ‘prospective value’ to an ILEC from many JUA terms.” In response, FPL states AT&T’s existing attachments have already benefited from all of the provisions of the 1975 JUA. The Commission has specifically noted this in the past.¹⁴ Thus, this argument is specious because the specific provisions to which AT&T is referring relate to deployment.¹⁵ Any existing attachment to which the rate will be applied prospectively has already been deployed, so it has already

¹² *2011 Pole Attachment Order*, 26 FCC Rcd 5240, 5335 (¶ 216, n.654).

¹³ *Id.*

¹⁴ *See In the Matter of Verizon Fla. LLC, Complainant*, 30 F.C.C. Rcd. 1140, 1148-49 (2015).

¹⁵ Compl. ¶ 16 (citing ATT00068).

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received preferential treatment under the parties' agreement. AT&T's right to deploy new attachments has been terminated, so there will be no new attachments for which AT&T will be prospectively charged the 1975 JUA's current adjustment rate without also benefiting from its favorable deployment benefits.

17. FPL admits that Section XIII.A.4 of the parties' JUA states that "Each Party shall continue to perform its obligations under the JUA pending final resolution of any Dispute, unless to do so would be impossible or impracticable under the circumstances."¹⁶ FPL also admits that it terminated the parties' agreement and has taken steps to remove AT&T's equipment from FPL's infrastructure. FPL took both these steps due to lack of payment by AT&T. FPL denies the remaining allegations in this paragraph.

AT&T's Complaint completely fails to disclose the fact that AT&T refused to provide FPL with any compensation whatsoever under the 1975 JUA for two full calendar years' worth of rental payments. AT&T then mischaracterizes FPL's fully justified actions to recoup the [REDACTED] owed to it by AT&T as "unwarranted operational pressure on AT&T in an apparent effort to persuade AT&T to drop its justified request for just and reasonable rates."¹⁷ AT&T's nonpayment had a substantial effect. FPL's customer rates are established on the basis of (a) FPL paying for its ownership share of the 1975 JUA costs; and (b) AT&T paying its ownership share. By AT&T unilaterally ceasing payment, it effectively asked FPL's customers to bear all of AT&T's ownership share. AT&T's implication that FPL's collection efforts were somehow linked to the parties' negotiations is simply not a good faith assertion. In a similar effort, AT&T also mischaracterizes FPL's collection efforts as evidence of FPL's superior

¹⁶ See ATT00137 (JUA § 13A.4). FPL also asserts that AT&T and not FPL is the party that violated this provision of the parties' agreement due to its refusal to make payments under the agreement during the parties' dispute.

¹⁷ Compl., ¶ 17.

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bargaining power.¹⁸ However, the fact that AT&T felt secure enough in its position relative to FPL to simply stop making payments under the parties' agreement disproves any notion that it lacks bargaining power to FPL. AT&T knows that its pre-filing self-help and refusal to meet its obligations under the 1975 JUA were unlawful. That is why it specifically drafted its Complaint to conceal these facts from the Commission.

Moreover, AT&T's assertion that "FPL has used its pole ownership advantage to try to forever charge AT&T exceptionally high, and annually increasing, rental rates" is contradicted by the allegations in AT&T's Complaint and the undisputed facts in this proceeding.¹⁹ In contrast to AT&T's assertions, FPL has taken steps to sever AT&T's contractual obligations to FPL due to AT&T's unjustified self-help.²⁰ AT&T is the party that is fighting to continue receiving the benefits it negotiated for under the parties' contract, not the other way around.

In addition, AT&T's Complaint falsely claims that FPL refused to negotiate with respect to the 1975 JUA rate provisions.²¹ On the contrary, AT&T was the party who refused to renegotiate the terms of the parties' agreement.²² Moreover, as noted above, AT&T never provided FPL with any of the allegations or arguments that form the basis of its Complaint. In fact, AT&T never provided FPL with any sort of concrete proposal or specific objection to which FPL could respond.

18. FPL denies the allegations of this paragraph. As noted above, the *2018 Third Report and Order*'s rebuttable presumption and decisional framework do not apply to the 1975 JUA, which is not a "new" or "newly renewed" agreement. The issues raised in the Complaint must

¹⁸ *Id.*

¹⁹ *Id.*

²⁰ *Id.*

²¹ See, e.g., *id.* ¶ 17; see also *id.* ¶ 27 ("FPL has not just refused to discuss just and reasonable rates . . .").

²² See ATT00197 (stating that "AT&T indicated at the December 7 meeting that AT&T had not and was not initiating re-negotiation of the rate. If AT&T does not want to renegotiate the rate, FPL must continue to rely upon the terms of the Agreement for calculating the rate.").

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therefore be decided under the analytical framework of the *2011 Pole Attachment Order*. “We recognize that this divergence from past practice will impact privately-negotiated agreements and so the presumption will only apply, as it relates to existing contracts, upon renewal of those agreements.”²³ “Until that time, for existing agreements, the 2011 Pole Attachment Order’s guidance regarding review of incumbent LEC pole attachment complaints will continue to apply.”²⁴

The issue before the Commission thus becomes whether, under the *2011 Pole Attachment Order*, the Commission should engage in a review of the 1975 JUA rates, terms and conditions. It should not. The 1975 JUA meets every indicia the Commission has identified as precluding such a review. The 1975 JUA is a longstanding historic agreement that predates the *2011 Pole Attachment Order* by decades, AT&T did not have inferior bargaining power to FPL either in 1975 or recently, AT&T does not lack the ability to terminate or renegotiate the agreement, and the 1975 JUA rates are in fact generally lower than the old telecom rate.

19. FPL denies the allegations of this paragraph. FPL has established that the *2018 Third Report and Order*’s rebuttable presumption does not apply but that, even if it did, FPL has rebutted it by clear and convincing evidence.²⁵ If, for some reason, the Commission finds it necessary to evaluate the new telecom rate, that rate should be properly calculated. AT&T did not properly calculate the new telecom rate. Rather, the proper calculation of the new telecom rate is as follows:²⁶

²³ 2018 Third Report and Order, ¶ 127 (internal citation omitted).

²⁴ *Id.* at n.478.

²⁵ FPL also again denies that AT&T’s reference to the parties’ joint use rates for transmission poles has any relevance for this proceeding.

²⁶ Deaton Dec., ¶ 8.

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Rate Year	New Telecom Rate
2014	
2015	
2016	
2017	
2018	

20. FPL admits that the Commission’s position has been that incumbent carriers such as AT&T have been entitled to a just and reasonable rate since July 12, 2011, but denies that the cost-sharing arrangement within the parties’ 1975 JUA yields unjust or unreasonable rates. FPL also notes that AT&T apparently also considered the 1975 JUA to be “just and reasonable” until very recently. Despite its alleged rights under the law since July 12, 2011, AT&T did not take exception to the parties’ 1975 JUA until August 21, 2018.²⁷ FPL denies that the presumptions from the *2018 Third Report and Order* apply to this proceeding; it denies that the parties’ JUA is “the direct result of unequal bargaining power;” it denies that AT&T is “locked in by an evergreen provision” in the parties’ JUA; it denies that AT&T does not receive “any net material benefits that advantage AT&T” over attachers; and FPL denies any remaining allegations in this paragraph.

21. FPL again denies that the parties’ 1975 JUA is “not just and reasonable.” FPL again disputes that either the Commission’s preexisting or new telecom rate are relevant to this proceeding. FPL also disputes and denies AT&T characterizations regarding the extent to which the rates contained in the parties’ 1975 JUA differ from the Commission’s regulated rates. FPL calculates the preexisting telecom rate as follows:

²⁷ See Compl., Exhibit 5 (ATT00164).

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Old Telecom Rate	2014	2015	2016	2017	2018
Rate per distribution pole (base contract rate)					

The old telecom rates over time are indeed higher than the 1975 JUA rates for AT&T's attachments to FPL's poles, which are:

1975 JUA Rate	2014	2015	2016	2017	2018
Rate per distribution pole (base contract rate)					

22. FPL admits that paragraph 22 accurately notes the base contract rates contained in the parties' agreement but denies the rest of the factual allegations in this paragraph. As an initial matter, AT&T bases its allegations regarding the pole space used by the parties' on the FCC's assumptions rather than actual evidence regarding space actually used by the parties. However, putting aside this point, AT&T's assertions that the space used by the parties on their respective poles is somehow related the parties bargaining power is wildly misplaced. The parties' 1975 JUA guarantees each party access to the other party's poles. The amount of space used does not need to be comparable because AT&T's and FPL's use of pole infrastructure is not comparable. They are not offering the same type of service; they are not attaching the same type of equipment to poles; they do not have the same space requirements; and they are not competitors. It makes sense for the Commission to pursue a policy of rate parity in the context of rates provided to two competitive LECs attached to the same pole as they are competitors with the same space needs. No such similar competitive or public policy concerns exist between AT&T & FPL, and the fact that two vastly different entities operating in two vastly different industries is hardly surprising let evidence of unequal bargaining power.

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In addition, unlike cable television service providers and competitive LECs which have no statutory right to attach to FPL's infrastructure absent available capacity for them to do so, AT&T negotiated the contractual right to attach to FPL's infrastructure regardless of whether there is capacity or not. Without this contractual obligation, FPL would have constructed a pole network with no more capacity than it needs to provide electrical service.²⁸ Moreover, without another attaching entity's presence on a pole, FPL would have no need for a safety space on its pole and would not construct poles to include one.²⁹ Thus, in the context of the parties' relationship, AT&T is the cost causer of the safety space on the parties' poles and FPL's ratepayers should not be responsible for an expense incurred solely for AT&T's benefit.

23. FPL admits that the relative pole ownership percentages supplied by AT&T in paragraph 23 are accurate. However, FPL denies any further factual allegations contained in this paragraph. FPL again asserts that it does not possess any "market power" or "bargaining leverage" with respect to the parties' relationship nor did exercise any "market power" during the course of its negotiations with AT&T.³⁰ Contrary to AT&T's assertions, the absence of bargaining power on the part of FPL is evidenced by the course of negotiations between FPL and AT&T. In fact, AT&T was the party that refused to renegotiate the terms of the parties' agreement.³¹

Moreover, over the last five years, FPL has offered to purchase AT&T's poles and negotiate attachment rates and arrangements that would be comparable to what FPL provides to

²⁸ Kennedy Dec.¶ 7.

²⁹ *Id.*

³⁰ FPL also objects to AT&T reliance on the Verizon Virginia decision. As the reasoning provided in that order relies upon redacted portions of the record not available to either party in this proceeding, it is difficult to see how it could have any precedential value. See *Verizon Virginia, LLC and Verizon South, Inc., v. Virginia Electric and Power Company d/b/a Dominion Virginia Power*, 32 FCC Rcd 3750, 3764 (2017).

³¹ See ATT00197 (stating that "AT&T indicated at the December 7 meeting that AT&T had not and was not initiating re-negotiation of the rate. If AT&T does not want to renegotiate the rate, FPL must continue to rely upon the terms of the Agreement for calculating the rate.").

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non-ILECs.³² However, AT&T was largely unresponsive to this offer. FPL's offers and AT&T's decisions to not accept them rebuts AT&T's accusations of abuse of market power for two reasons. First, AT&T's decision demonstrates that it finds more value in the 1975 JUA over what it would be afforded under lease arrangements provided by FPL to other attachers.³³ Second, FPL's behavior does not indicate that it was exerting bargaining power to force AT&T into continuing with the 1975 JUA. Instead, any impasse in negotiation stems from AT&T's preference for retaining the 1975 JUA pole attachment while also demanding that it pay the rate associated with a differently situated pole attachment arrangement (*i.e.*, under the non-ILEC telecom rate).³⁴

In addition, relying on the percentage of pole ownership as a primary indicator of bargaining power is misleading.³⁵ Joint pole ownership involves mutual dependence on pole access, which differs significantly from the buyer / seller relationships underlying traditional market power analysis (*i.e.*, where buyers of a service are also not sellers of the same service). FPL would have been significantly harmed by foreclosure of access to the 40% of joint use network poles that were owned by AT&T in 1975, and will likewise be harmed by foreclosure of access to the 34% of that are currently owned by AT&T.³⁶ It would be irrational for FPL to engage in a game of brinksmanship with AT&T, irrespective of any potential differences between FPL and AT&T in harm associated with loss of the 1975 JUA.³⁷

24. FPL again notes that it is not the party in this proceeding who refused to renegotiate the rates in the parties' agreement. FPL also denies AT&T's assertion that it lacked

³² Kennedy Dec., ¶ 36.

³³ Zarakus Dec., ¶ 24 .

³⁴ *Id.*

³⁵ Zarakus Dec., ¶ 25 .

³⁶ *Id.*

³⁷ *Id.*

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the ability to terminate the parties' agreement prior to FPL's termination of the agreement. The fact that AT&T simply refused to make any payment whatsoever for two calendar years belies any such notion. In addition, as noted above, FPL has offered to purchase AT&T's pole infrastructure and then allow AT&T to simply attach as a licensee.³⁸ AT&T did not express any interest in such an arrangement. In any event, AT&T's argument is now moot as the parties' agreement is in fact terminated as a direct result of AT&T's gamesmanship.

25. Paragraph 25 again consisted merely of vague, unsupported legal conclusions that are repeated elsewhere in AT&T's Complaint. To the extent that a response is required, FPL denies that any factual allegations contained in this paragraph and has addressed the legal arguments in depth in the body of its response.³⁹

26. FPL again denies the assertions that it refused to engage in negotiations regarding the terms of the parties' 1975 JUA, it denies that the rates contained in the parties' 1975 JUA "far exceed the new telecom rate," and it denies that the terms and conditions of the parties' 1975 JUA are not just reasonable. FPL has also explained to AT&T on many occasions that the 1975 JUA's references to "federal law" has nothing to do with the agreement's rate but rather concerns compliance of the poles (*e.g.*, compliance with the National Electrical Safety Code).⁴⁰ Nothing in the JUA suggests otherwise.⁴¹

27. FPL again denies the assertions that it refused to engage in negotiations regarding the terms of the parties' 1975 JUA. The correspondence cited by AT&T for this

³⁸ Kennedy Decl., ¶ 36.

³⁹ Answer Brief at 21-42.

⁴⁰ See ATT00196.

⁴¹ AT&T's Complaint selectively quotes Article VI of the parties' agreement. The full text is as follows: "Joint use of poles covered by this Agreement shall at all times be in conformity with all applicable provisions of law and the terms and provisions of the Code in its present form or as subsequently revised, amended or superseded. Said Code, by this reference, is hereby incorporated herein and made a part of this Agreement." See ATT00119. In turn, the agreement defines "the Code" as the "National Electrical Safety Code." See ATT00110.

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proposition specifically notes that AT&T was the party that refused to renegotiate the rate or comply with the Commission's pre-complaint filing procedures.⁴² FPL further asserts that AT&T is the party that violated the JUA's pre-complaint dispute resolution provision due to AT&T's failure to provide the required payments under the parties' agreement.⁴³ FPL's subsequent invocation of the agreement's termination provisions is in no way a violation of any of its obligations under the agreement.⁴⁴ FPL admits that it has restricted AT&T's right to access FPL's poles and terminated the parties' 1975 JUA but only because AT&T unilaterally stopped making payments under the parties' agreements even as to the portion of its required payments that it was not disputing.

28. FPL denies that AT&T is entitled to the new telecom rate. The *2018 Third Report and Order* specifically notes that its new presumptions and complaint resolution procedures are limited to new or newly renegotiated agreements, and the parties' 1975 JUA is neither.⁴⁵ Similarly, the parties' 1975 JUA predates the *2011 Pole Attachment Order* by several decades and is exactly the type of longstanding agreement that the Commission said it would not disturb.⁴⁶

29. FPL denies that AT&T is entitled to the new telecom rate. The *2011 Pole Attachment Order* stated that similarly situated attachers should receive similar rates.⁴⁷ However, it explicitly limited this holding to "new" agreements.⁴⁸ As the parties' 1975 JUA predates the *2011 Pole Attachment Order* by several decades, the language relied upon by AT&T

⁴² See Compl., n.73 (citing ATT00196-197 - Email from D. Bromley, FPL, to D. Miller, AT&T (Dec.20, 2018); ATT00215-216 - Letter from M. Jarro, FPL, to AT&T (Jan. 28, 2019)).

⁴³ See ATT00137 (JUA § 13A.4).

⁴⁴ See ATT00249-250.

⁴⁵ See *2018 Third Report and Order*, ¶ 126.

⁴⁶ See *2011 Pole Attachment Order* ¶ 216.

⁴⁷ *Id.* ¶ 217.

⁴⁸ *Id.*

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from the *2011 Pole Attachment Order* does not apply to the parties' agreement. Moreover, even if it did apply, FPL has amply demonstrated that AT&T is materially advantaged by the parties' 1975 JUA relative to other attachers.⁴⁹

30. FPL denies that it has "ignored those aspects of the JUA that disadvantage AT&T as compared to its competitors" because there are none. AT&T asserts that its alleged disadvantages are as follows: (1) AT&T's guaranteed position as the lowest attaching entity on a pole; and (2) the fact that AT&T owns poles.⁵⁰ However, neither of these alleged disadvantages has anything to do with the JUA but rather stem from voluntary choices that AT&T made (presumably motivated by self-interest). With respect to the allegations regarding AT&T's position on FPL's poles, the flexibility of its contractually guaranteed space allows AT&T easy and unencumbered access to the pole, quick construction methods and elimination of any need to wait for any other attacher to do make-ready.⁵¹ In contrast, because AT&T typically does not attach at the lowest possible point on the pole, other attachers often must ask for permission to attach below AT&T or pay AT&T to move and wait for it to do so. This causes cost and delay to other telecom providers which AT&T does not experience.⁵² Finally, despite AT&T's claims that attaching at the lowest space on the pole is actually not preferred, AT&T has never asked FPL to attach anywhere else on the pole.⁵³ Indeed, the FCC's recent one-touch make ready rules make clear that the FCC itself believes there is great value in avoiding make-ready delays and facilitating the rapid deployment of communications facilities in the public interest.⁵⁴ Moreover,

⁴⁹ Answer Brief at 46-58; Kennedy Dec. ¶ 7-27.

⁵⁰ See Ex. C to the Compl. at ATT00069 (Peters Aff. ¶ 11); Ex. D to the Compl. at ATT00090 (Dippon Aff. ¶ 35).

⁵¹ *Id.*, ¶ 20.

⁵² *Id.*, ¶ 13. While the FCC's one-touch make-ready process may ameliorate this issue somewhat, subsequent attachers are still going to have to pay make-ready fees to have AT&T move. *Id.*

⁵³ *Id.*, ¶ 20.

⁵⁴ See *2018 Third Report and Order*.

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FPL is unaware of any accidents necessitating AT&T's replacement of a joint use pole caused by AT&T's attachment position on the pole.⁵⁵

With respect to AT&T's allegation that ownership of poles is a "disadvantage," the fact that AT&T owns poles has nothing to do with the 1975 JUA. AT&T no doubt owned poles long before entering into the 1975 JUA. The 1975 JUA allowed AT&T to reduce or avoid the cost of pole ownership.⁵⁶ The 1975 JUA allows AT&T to own as many or as few poles as it wishes. However, to the extent that the pole ownership percentage of the parties deviates from the percentage goals that AT&T requested in 1975,⁵⁷ the party not meeting its goal must compensate the other party for the increased burdens the other party must bear due to its increased ownership percentage.⁵⁸ As AT&T notes, it has allowed the percentage of poles that it owns to decrease vis-à-vis FPL since the inception of the 1975 JUA.⁵⁹ Thus, notwithstanding its claims to the contrary, AT&T clearly finds paying FPL pursuant to the 1975 JUA preferable to installing and maintaining its own poles. Thus, the disadvantage that AT&T identifies is actually a set of costs that are completely independent of AT&T's relationship with FPL, and AT&T's argument actually bolsters the notion that one of the key benefits of the 1975 JUA is that it allows AT&T to avoid or reduce these costs (particularly since AT&T has no statutory right to attach to utilities' pole infrastructure).

Moreover, AT&T's arguments in this respect are also undercut by AT&T's claims in the same Complaint that it is disadvantaged by not owning poles.⁶⁰ In fact, the alleged disadvantages of not owning enough poles was the entire basis for which the Commission's

⁵⁵ Kennedy Decl., ¶ 20.

⁵⁶ See Zarakas Dec. ¶ 27.

⁵⁷ See Kennedy Decl. ¶ 33.

⁵⁸ *Id.*

⁵⁹

⁶⁰ See Compl. ¶ 23.

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original assertion of jurisdiction over joint use relationships in 2011.⁶¹ AT&T is trying to argue out of both sides of its mouth. AT&T knows that the 1975 JUA acts as a self-serving net benefit and that the 1975 JUA provides it with material benefits in relation to other attaching entities. That is why AT&T refused to sell its poles when FPL made an offer to buy them. This fact alone makes clear that what AT&T is seeking in the proceeding is not parity with other attachers but rather even further advantage than it already has. FPL denies all the remaining factual allegations in Paragraph 30.

31. FPL denies that AT&T is entitled to the new telecom rate with respect to any existing joint use poles at any time in the past or on a going-forward basis. As set forth above, FPL has already offered AT&T to purchase AT&T's poles and let it attach under a pole license agreement. If AT&T was truly interested in paying the new telecom rate (while not receiving any of the material benefits afforded it under the JUA), it could have simply accepted this offer. It did not. Nonetheless, AT&T's calculations of FPL's CATV and CLEC pole attachment rates for the period 2014-2019 are inaccurate.

32. FPL denies that AT&T is entitled a "refund [of] the [REDACTED] that AT&T has paid in excess of the just and reasonable rate."⁶² AT&T seeks relief that the *2018 Third Report and Order* expressly prohibits. In issuing the *2018 Third Report and Order*, however, the FCC expressly denied ILECs' request for "the right to refunds for Complaint overpayments as far back as the statute of limitations allows."⁶³ Thus, AT&T disregards the plain language of the *2018 Third Report and Order* and requests a form of relief that the Commission expressly foreclosed.

⁶¹ See 2011 Pole Attachment Order, ¶¶ 199, 206.

⁶² Compl., ¶ 32.

⁶³ *2018 Third Report and Order*, n.478 (internal citation omitted).

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AT&T also asserts that the “applicable statute of limitations” is the five-year statute of limitations in Fla. Stat. § 95.11(2)(b) for a breach of contract claim. However, the Commission has never explained what it meant by the “applicable statute of limitations” for purposes of Rule 1.1407(a)(3). Given that AT&T’s Complaint most certainly is not a breach of contract action, and given that AT&T’s claim most certainly does not sound in Florida law, Florida’s statute of limitations for a breach of contract does not apply.⁶⁴ A more appropriate statute of limitations, if this concept has any relevance at all to this proceeding, would be the two-year statute of limitations in 47 U.S.C. § 415.⁶⁵

33. FPL denies that AT&T has overpaid FPL and denies that it collected any amount “in violation of federal law.” If this were the case, AT&T would certainly have raised the issue prior to August 21, 2018. FPL further denies that a refund would be “consistent with the

⁶⁴ AT&T cites the *Verizon Virginia* decision as supporting the application of a breach of contract statute of limitations, but this is not what *Verizon Virginia* says. See AT&T Pole Attachment Compl. ¶ 32. Importantly, the Commission made no finding regarding the “applicable statute of limitations” in that case. The Commission merely noted that Verizon contended that the applicable statute of limitations was a 5-year breach of contract limitations period and that the defendant in that case did not dispute that contention. See *Verizon Virginia, LLC and Verizon South, Inc., v. Virginia Electric and Power Company d/b/a Dominion Virginia Power*, 32 FCC Rcd 3750, 3764 (2017).

⁶⁵ See e.g., *American Cellular Corporation and Dobson Cellular Systems, Inc. v. BellSouth Telecommunications, Inc.*, 22 FCC Rcd 1083, 1083 (2007) (dismissing complaint filed under Section 208 for alleged over-billing as time barred under Section 415’s two-year statute of limitations); *Michael J. Valenti and Real Estate Market Place of New Jersey t/a Real Estate Alternative v. American Telephone and Telegraph Company and MCI Telecommunications Corporation*, 12 FCC Rcd 2611, 2623 (1997) (denying applications for review and finding the Common Carrier Bureau properly dismissed complaints filed pursuant to Section 208 as time barred by Section 415’s two-year statute of limitations); *Municipality of Anchorage d/b/a Anchorage Telephone Utility v. ALASCOM, Inc.*, 4 FCC Rcd 2472, 2477 (1989) (dismissing claims filed pursuant to Section 208 as time-barred under Section 415’s two-year statute of limitations). AT&T cites a 9th Circuit case for the notion that “[w]hen there is no statute of limitations expressly applicable to a federal statute, ... ‘the general rule is that a state limitations period for an analogous cause of action is borrowed and applied to the federal claim.’” Compl. ¶ 32, n. 90 (citing *Hoang v. Bank of Am., N.A.*, 910 F.3d 1096, 1101 (9th Cir. 2018)) (emphasis added). However, given the fact that the Communications Act clearly has a two year statute of limitations that it has repeatedly applied to complaint proceedings in the past, it hard to see the relevance of this case.

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Commission's intention." In fact, as set forth above, a refund would be specifically contrary to the Commission's intention.⁶⁶ AT&T's contention that a failure to award a refund "discourages pre-complaint negotiations between the parties" is also directly contradicted by AT&T's own actions in this matter. AT&T did not raise any sort of objection regarding the parties' 1975 JUA in 2011 but rather waited until 2019 to file the Complaint. Moreover, prior to initiating this proceeding, AT&T never provided FPL with the basis of its Complaint as it is required to do under the Commission's rules, and it consistently maintained that it was not interested in renegotiating the 1975 JUA's rate. Nothing in AT&T's pre-complaint behavior evidences a sincere desire to resolve the parties' differences. Rather, AT&T engaged in months of self-help and gamesmanship that the Commission should in no way reward. FPL denies any remaining allegations in paragraph 33.

34. FPL adopts and incorporates paragraphs 1 through 33 as it fully set forth herein.

35. FPL denies that the Commission is "statutorily required to ensure that the pole attachment rates that FPL charges AT&T are just and reasonable." In fact, until 2011, the Commission interpreted the Act as prohibiting the regulation of the rates, terms and conditions of ILEC attachments on electric utility poles.⁶⁷ In fact, the parties' long-established arrangement is just the type of agreement that the Commission in 2011 stated it was unlikely to disturb.⁶⁸ Even assuming *arguendo* that the Commission's authority extends to attachments made by incumbent

⁶⁶ FPL also notes that the much of the relief sought by AT&T is barred by the judicial prohibition on the retroactive application of federal agency rules. Answer Brief, at 21-32.

⁶⁷ See *Implementation of Section 703(e) of the Telecommunications Act of 1996; Amendment of the Commission's Rules and Policies Governing Pole Attachments*, Report and Order, 13 FCC Rcd 6777, 6781 (1998).

⁶⁸ See *2011 Pole Attachment Order*, ¶ 216.

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carriers, the Commission most certainly is not “statutorily required” to regulate the parties’ relationship.

36. FPL denies that the allocation of space and resulting rental rate provisions of the 1975 JUA are unjust, unreasonable, or otherwise in violation of the Pole Attachments Act. To the contrary, the cost-sharing provisions are just, reasonable, and were in fact originally proposed by AT&T. Moreover, as set forth above, even if AT&T were afforded a “per foot” rate consistent with the Commission’s preexisting telecom rate, it would generally yield a rate higher than the rates yielded by parties’ 1975 JUA.⁶⁹

37. The just and reasonable rate for AT&T’s attachments to FPL’s poles is the rate calculated in accordance with the parties’ 1975 JUA. But in the event the Commission applies the new telecom rate to AT&T’s attachments to FPL’s poles, it should be applied on a per foot basis in order to avoid discriminating against FPL’s CATV pole licensees. Based on the data available to FPL regarding AT&T’s actual occupancy levels and the new telecom rate calculation inputs, the following per pole rates would apply to AT&T for years 2014 through 2018:⁷⁰

Rate Year	New Telecom Rate
2014	
2015	
2016	
2017	
2018	

⁶⁹ Deaton Dec., ¶ 9.

⁷⁰ *Id.*, ¶ 8.

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The proper calculation of the new telecom rate for FPL's attachments to AT&T's poles are as follows:⁷¹

Rate Year	New Telecom Rate
2014	
2015	
2016	
2017	
2018	

If despite all of the law and facts to the contrary, AT&T and FPL were required to pay one another at the properly calculated new telecom rate for the applicable statute of limitations, FPL would owe AT&T far less than what it has contended in its Complaint. The 1975 JUA and its rates, therefore, must not be upended.

38. As explained above, the pre-existing telecom rate formula cannot serve as a “cap” on the rate for existing joint use poles owned by FPL because this “cap” applies (if at all) only to agreements “entered into or renewed” after March 11, 2019, which would not apply to the parties’ 1975 JUA. But even if the pre-existing telecom rate formula is a “cap” it would yield the following rates based on the data available to FPL regarding AT&T’s actual occupancy levels and the preexisting telecom rate calculation inputs:⁷²

Old Telecom Rate	2014	2015	2016	2017	2018
Rate per distribution pole (base contract rate)					

The old telecom rates over time are indeed higher than the 1975 JUA rates for AT&T’s attachments to FPL’s poles, which are:

⁷¹ *Id.*, ¶ 11.

⁷² Deaton Dec., ¶ 9.

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1975 JUA Rate	2014	2015	2016	2017	2018
Rate per distribution pole (base contract rate)	████████	████████	████████	████████	████████

In fact, “[i]f AT&T and FPL each paid one another an attachment rate at the properly calculated pre-existing telecom rate for the statute of limitations that AT&T asserts is applicable to this proceeding, AT&T would owe FPL ██████████.”⁷³ Thus, FPL denies that AT&T is entitled to any sort of refund and denies any remaining allegations in paragraph 38.

39. The Commission should deny AT&T’s request “that the Commission find that FPL charged and continues to charge AT&T unjust and unreasonable rates in violation of federal law.” As set forth above, the cost-sharing provisions in the existing 1975 JUA that AT&T now challenges not only are just and reasonable but also are a result of AT&T’s own proposals with respect to the JUA’s allocation of space and resulting rental rate.

40-41. The Commission should deny AT&T’s request that the Commission establish different rates, effective as of the 2014 rental year, especially given that AT&T never objected to the parties’ 1975 JUA until August 21, 2018. But in the event the Commission unwinds the cost-sharing provisions of the 1975 JUA, any alternative rates that it sets should be consistent with the rates set forth in FPL’s Response.⁷⁴

42. The Commission should deny AT&T’s request for a refund in this case beginning with the 2014 rental year because (a) the cost-sharing provisions in the existing 1975 JUA are just and reasonable; and (b) AT&T never objected to those cost-sharing provisions until August 21, 2018.

In addition to denying the relief sought by AT&T, the Commission should also award to

⁷³ Kennedy Dec., ¶ 38.

⁷⁴ Answer Brief, at 66-71.

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FPL such relief as the Commission deems necessary, just and reasonable.

AFFIRMATIVE DEFENSES

FPL, in accordance with Rule 1.1726(e), adopts and incorporates the facts set forth above and separately pleads the following affirmative defenses.

A. Estoppel and Unclean Hands

As noted in FPL's Answer Brief, Section IV.A, FPL denies that the Commission should order a refund of any amounts to AT&T. The facts of this case clearly demonstrate that the cost-sharing provisions in the existing 1975 JUA are just and reasonable—if not favorable to AT&T. Moreover, despite the parties' 1975 JUA being in place for several decades, AT&T did object to the 1975 JUA until August 3, 2018 and, despite months of discussion, did not provide any actual notice to FPL of the objections to the 1975 JUA that it raises in this proceeding until the filing of its Complaint with the Commission. Given this fact alone, AT&T should be estopped from claiming or obtaining any sort of retroactive relief involving any refund prior to the filing of its Complaint.

B. Failure to Comply with the Good-Faith Negotiation Requirement Set Forth in Rule 1.722(g).

As noted in AT&T's Brief, Section III A, AT&T failed to fulfill its pre-filing regulatory obligations to provide FPL with the specific allegations of its Complaint. AT&T's "good faith certification" to the contrary is knowingly misleading. AT&T's Complaint must therefore be dismissed. 47 C.F.R. §1.722(g) requires that the complainant in pole attachment complaint proceedings notify each defendant in writing of the allegations that form the basis of the Complaint and invite a response within a reasonable period of time.

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Despite this clear mandate, and despite AT&T's certifications to the contrary, AT&T provided FPL no advance written notice of the vast majority of the allegations in its Complaint.⁷⁵ In fact, FPL learned of them for the first time on July 1, at the same time as this Commission. Because of AT&T's failure to comply with Rule 1.722(g), FPL was deprived of the chance to review and understand AT&T's allegations which form the basis of the Complaint, to respond fully and in writing to those allegations, and to engage in meaningful pre-complaint settlement discussions. AT&T simply withheld the critical allegations set forth in its Complaint throughout the entire pre-Complaint process. Moreover, AT&T engaged in a tactical plan to delay substantial payments to FPL for as long as possible without identifying the specific bases for its claim. This scheme allowed AT&T to unfairly: (1) enjoy the benefit of keeping in its coffers substantial payments that belonged to FPL for a substantial period of time;⁷⁶ and (2) place FPL at a severe disadvantage in defending this action, as FPL saw AT&T's allegations for the first time in the Complaint with no opportunity to discuss them with AT&T. Had AT&T complied with Rule 1.722(g), neither FPL nor the Commission would be in the positions they are now. The parties could have exchanged written documentation allowing them to engage in fully-informed and meaningful discussions, and significantly narrowed or eliminated entirely the need for this proceeding.

⁷⁵ See Bromley Dec., ¶ 10.

⁷⁶ As of July 1, 2019, the date FPL finally received payment for the rent due for the calendar years of 2017 and 2018, the interest charges on these severely delinquent FPL invoices are in the total amount of [REDACTED]. AT&T employed these same tactics with Alabama Power, ignoring large invoices for a substantial period of time only to pay them right before filing its FCC Complaint. See Pole Attachment Complaint, Proceeding No. 19-119, Bureau ID No. EB-19-MD-002 (filed Apr. 22, 2019). If AT&T is employing this tactic across the country, AT&T is prospering on bad faith tactics by utilizing the withholding of payments to leverage a settlement that should not be condoned by the FCC.

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C. AT&T's Claim for Relief under the Commission's new ILEC complaint rule fails to state a claim upon which relief can be granted because the 1975 JUA at issue was not "entered into or renewed" after the effective date of the rule.

As detailed more fully in FPL's Answer Brief, Sections IV and V, both orders on which AT&T's Complaint relies, the *2011 Pole Attachment Order* and the *2018 Third Report and Order*, specifically note that their relevant provisions should not be applied to long-standing, historic agreements between utilities and incumbent LECs. The parties' 1975 JUA is such an agreement. As noted previously, the 1975 JUA was initially negotiated more than four decades ago and amended in 2007, well before any of the Commission decisions to which AT&T cites.⁷⁷ The parties' 1975 JUA was comprehensively negotiated in arms-length fashion, requiring compromise by both parties. Selectively rewriting one aspect of it in favor of AT&T is unjust and unreasonable and will negatively impact FPL, its electric customers, and the communications industry.

D. The Commission should exercise forbearance in this proceeding.

The Commission should exercise forbearance in this proceeding because the Commission's justifications for the assertion of jurisdiction over the rates, terms and conditions of ILEC attachments to electric utility poles are not supported by the facts in this case. Section 10 of the Communications Act, 47 U.S.C. § 160, requires the Commission to forbear from applying to a telecommunications carrier any Communications Act provision or Commission regulation if certain statutory criteria are met.⁷⁸ Specifically, the Commission must forbear where: (1) the enforcement of a regulation is not necessary to ensure that the charges for a telecommunications carrier are just and reasonable and are not unjustly or unreasonably discriminatory; (2) enforcement of such regulation or provision is not necessary for the

⁷⁷ See Complaint, ¶ 3.

⁷⁸ See 47 USC § 160(a).

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protection of consumers; and (3) forbearance from applying such provision or regulation is consistent with the public interest.⁷⁹ As shown in FPL's Brief, in the instant situation, AT&T was not and is not in an inferior bargaining position to FPL; the 1975 JUA rate is less than the Old Telecom rate and comparable to the New Telecom Rate, and the 1975 JUA rates are just and reasonable because the 1975 JUA provides net value to AT&T that far exceeds AT&T's net payments under the Agreement. Thus, application of the Commission's pole attachment regulatory framework to the 1975 JUA is neither necessary nor in the public interest, and the Commission should forbear from doing so.

E. The Commission should waive the applicability of Rule 1.1413 pursuant to its authority under Rule 1.3.

Even if the Commission finds that it is not compelled to forbear from applying Rule 1.1413 and its predecessor rule to this proceeding, the Commission should waive the applicability of said rules pursuant to Rule 1.3. Rule 1.3 provides in relevant part:

The provisions of this chapter may be suspended, revoked, amended, or waived for good cause shown, in whole or in part, at any time by the Commission, subject to the provisions of the Administrative Procedure Act and the provisions of this chapter. Any provision of the rules may be waived by the Commission on its own motion or on petition if good cause therefor is shown.⁸⁰

As noted above, given the established facts in this proceeding, applying the Commission's pole attachment regulatory framework to the JUA would not further any public policy goal of the Commission nor remedy any legitimate inequity with respect to the Complainant. Thus, good cause exists to waive the application of Rule 1.1413 and its predecessor rule to this proceeding.

⁷⁹ *See Id.*

⁸⁰ 47 C.F.R. § 1.3.

F. The Commission Cannot Lawfully Put the Burden of Proof on FPL as the Respondent.

The *2018 Third Report and Order* creates a presumption for complaint proceedings initiated by incumbent LECs that incumbent LECs are “entitled to pole attachment rates, terms, and conditions that are comparable to the telecommunications attachers.”⁸¹ However, this presumption impermissibly shifts the burden of proof in these proceedings from the party seeking relief to the respondent.⁸² The issue of what constitutes permissible rates, terms, and conditions in a joint-use agreement is the key issue of such proceedings and cannot be appropriately characterized as an affirmative defense or exemption. Moreover, AT&T has not pointed to any statutory authority allowing the Commission to shift the burden of proof between the parties in a pole attachment proceeding.

G. The “sign and sue” rule is unlawful.

The Commission’s rule allowing entities to “sign and sue” violates the Act’s plain meaning and is arbitrary and capricious.⁸³ Attaching parties should be required to take exception to the terms and conditions of an agreement when the attachment agreement is negotiated, or estopped from filing a complaint about those terms after the agreement is executed. Under the Commission’s current rules, attachers can keep the benefit of their bargains as they see fit and simultaneously seek to avoid disfavored provisions. The Commission’s decision to displace

⁸¹ *2018 Third Report and Order*, ¶ 127.

⁸² See *Schaffer ex rel. Schaffer v. Weast*, 546 U.S. 49, 56, 126 S. Ct. 528, 534, 163 L. Ed. 2d 387 (2005); *Dir., Office of Workers’ Comp. Programs, Dep’t of Labor v. Greenwich Collieries*, 512 U.S. 267, 271, 114 S. Ct. 2251, 2254–55, 129 L. Ed. 2d 221 (1994).

⁸³ *S. Co. Servs. v. F.C.C.*, 313 F.3d 574, 583–84 (D.C. Cir. 2002) does not foreclose this argument. FPL is entitled to challenge the Commission’s order in this as-applied basis, given that the specific circumstances demonstrate the arbitrary and capricious error of exercising jurisdiction over joint use rates. Moreover, the DC Circuit in the *Southern Company* case was not examining the complaint resolution procedures for ILECs imposed by the Commission’s more recent orders.

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long-standing, complex, arm-length negotiated agreements between utilities and incumbent LEC attachers is well outside of anything contemplated by the Act. In particular, adoption of the preexisting telecom rate formula as a “hard cap” on what electric utilities can recover from ILECs in situations where an electric utility has proven that the ILEC gains access to its poles on terms and conditions that materially advantage it vis-à-vis CATV and CLEC licensees is arbitrary and capricious because it cannot account for the variety of scenarios that might exist in a joint use agreement between an ILEC and an electric utility. Rather than evaluate the reasonableness of each joint use agreement on a case-by-case basis as the Commission had proposed in the past, imposing a one-size-fits-all ceiling for joint use rental rates will deprive utilities of justified compensation for contractual concessions and create a competitive disadvantage for other entities not involved in this proceeding, namely other parties attached to FPL’s poles.

H. The Commission’s assertion of jurisdiction over ILEC Attachments is unlawful, ultra vires, arbitrary, capricious and unreasonable.

AT&T’s Complaint seeks relief that the Commission is unable to provide because the Pole Attachments Act does not provide the Commission with jurisdiction. Section 224(b)(1) of the Communications Act provides that “the Commission shall regulate the rates, terms, and conditions for pole attachments to provide that such rates, terms, and conditions are just and reasonable, and shall adopt procedures necessary and appropriate to hear and resolve complaints concerning such rates, terms, and conditions.”⁸⁴ The statute defines a pole attachment as “any attachment by a cable television system or provider of telecommunications service to a pole, duct, conduit, or right-of-way owned or controlled by a utility.”⁸⁵ However, Section 224(a)(5) of the Communications

⁸⁴ 47 U.S.C. § 224 (b)(1).

⁸⁵ *Id.* § 224(a)(4).

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Act makes clear that “[f]or purposes of this section, the term ‘telecommunications carrier’ (as defined in Section 153 of this title) does not include any incumbent local exchange carrier as defined in Section 251(h) of this title.”⁸⁶

A “provider of telecommunications service” is synonymous with “telecommunications carrier” under Section 153(44) of the Communications Act, which means that ILECs are, under that general definition, telecommunications carriers. However, as noted above, all such carriers are not telecommunications carriers for the purposes of Section 224. Thus, since ILECs cannot be considered carriers under Section 224, and all carriers are providers under Section 153, ILECs also must not be considered as providers of telecommunications services for purposes of Section 224. Given the plain meaning of the Communications Act, ILECs are specifically excluded from the Commission’s jurisdiction to regulate attachments under Section 224.⁸⁷

I. Rule 1.1413(b) Constitutes Arbitrary and Capricious Rulemaking by the FCC.

Prior to 2011, the FCC’s position had always been that ILECs had no rights as attaching entities under the Pole Attachments Act.⁸⁸ In 2011, for the first time, the FCC asserted that it *did*, in fact, have jurisdiction over the rates, terms, and conditions for ILEC attachments on electric utility poles, but stated:

...we recognize the need to exercise that authority in a manner that accounts for the potential **differences between incumbent LECs and telecommunications carrier or cable operator attachers**. . . . We therefore decline at this time to adopt

⁸⁶ *Id.* § 224(a)(5).

⁸⁷ *American Elec. Power v. FCC*, 708 F.3d 183, 190 (D.C. Cir. 2013) does not foreclose this argument. FPL is entitled to challenge the Commission’s order in this as-applied basis, given that the specific circumstances demonstrate the arbitrary and capricious error of exercising jurisdiction over joint use rates. *See, e.g., Ass’n of Private Sector Colleges & Universities v. Duncan*, 681 F.3d 427, 442 (D.C. Cir. 2012) (we “preserve the right of complainants to bring as-applied challenges against any alleged unlawful applications [of agency rules]”); *Preminger v. Principi*, 422 F.3d 815, 821 (9th Cir. 2005) (we have jurisdiction to review an as-applied challenge).

⁸⁸ *See, e.g.*, 1998 Order, 13 FCC Rcd. at 6781, ¶ 5 (“Because, for purposes of Section 224, an ILEC is a utility but is not a telecommunications carrier ... the ILEC has no rights under Section 224 with respect to the poles of other utilities.”) (emphasis added).

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comprehensive rules governing incumbent LECs' pole attachments, finding it more appropriate to proceed on a case-by-case basis.⁸⁹

In the *2018 Third Report and Order*, the FCC changed its position again by no longer acknowledging the differences between incumbent LECs and telecommunications carrier or cable operator attachers and instead adopting a presumption that ILECs are “similarly situated to” CLECs or CATVs “for purposes of obtaining comparable rates, terms, or conditions.”⁹⁰ The FCC’s shifting interpretations of the “rates” to which ILECs are entitled under § 224 constitute arbitrary and capricious decisions making.⁹¹ *Marmolejo-Campos*, 558 F.3d at 919-20.

The *2018 Third Report and Order* states that “If the presumption we adopt today is rebutted, the pre-*2011 Pole Attachment Order* telecommunications carrier rate is the maximum rate that the utility and incumbent LEC may negotiate.”⁹² There, the Commission stated it was adopting a “hard cap” even where electric utilities rebut the presumption that an ILEC is similarly situated to CLEC or CATV attachers because “we agree with commenters that establishment of . . . an upper bound will provide further certainty within the pole attachment marketplace, and help to further limit pole attachment litigation.”⁹³

Adopting the preexisting telecom rate formula as a “hard cap” on what electric utilities can recover from ILECs in situations where an electric utility has proven that the ILEC gains access to its poles on terms and conditions that materially advantage it vis-à-vis CATV and CLEC licensees is arbitrary and capricious because it cannot account for the variety of scenarios that might exist in a 1975 JUA between an ILEC and an electric utility. For example, a “hard cap” could result in the electric utility recovering less than the incremental cost attributable to the

⁸⁹ *2011 Pole Attachment Order*, ¶ 214 (emphasis added).

⁹⁰ Rule 1.1413(b).

⁹¹ *Marmolejo-Campos*, 558 F.3d at 919-20.

⁹² *2018 Third Report and Order*, ¶ 129.

⁹³ *Id.* (internal citations and quotation marks omitted).

ILEC, a result that would be at odds with the Act.⁹⁴ In fact, the Commission stated that this was why it did not establish a rate or formula when it first asserted jurisdiction over this relationship in 2011.⁹⁵ Furthermore, the *2018 Third Report and Order* did not provide sufficient justification for the imposition of the preexisting telecom rate formula as a “hard cap” where electric utilities rebutted the Section 1.1413 presumption. The Commission did not provide an actual analysis to determine whether the preexisting telecom rate formula would yield sufficient recovery in all instances. Rather, the Commission asserted that the adoption was necessary because it would provide certainty in negotiations and reduce the number of complaint proceedings.⁹⁶ Again, the Commission’s continually shifting positions with respect to the regulatory treatment of ILECs has resulted in a series of arbitrary and capricious rulemakings.

J. The applicable statute of limitations bars some or all of AT&T’s claims.

AT&T’s Complaint appears to presume that the “applicable statute of limitations” is the five-year statute of limitations in Fla. Stat. § 95.11(2)(b) for breach of contract.⁹⁷ The Commission, though, has never explained what is meant by the “applicable statute of limitations” for purposes of Rule 1.1407(a)(3). Given that AT&T’s Complaint most certainly is not a breach of contract action, and given that AT&T’s claim most certainly does not sound in Florida law, it is insensible to apply Florida’s breach of contract statute of limitations.⁹⁸ A more

⁹⁴ See *Gulf Power Co. v. FCC*, 208 F.3d 1263, 1272 (11th Cir. 2000) (*rev’d* on other grounds), (citing 47 U.S.C. § 224(b), (d)(1)) (“Under the 1996 Act, the lowest rent that may be considered just and reasonable is an amount equal to the incremental cost of adding the new attachment to the utility’s pole...”).

⁹⁵ *2011 Pole Attachment Order*, ¶ 214 (noting the “complexities” in the joint use relationships between ILECs and electric utilities).

⁹⁶ *2018 Third Report and Order*, ¶ 129.

⁹⁷ Complaint, ¶ 32.

⁹⁸ AT&T cites the *Verizon Virginia* decision as supporting the application of a breach of contract statute of limitations, but this is not what *Verizon Virginia* says. See Complaint, ¶ 32 n.88. Importantly, the Commission made no finding regarding the “applicable statute of limitations” in that case. The Commission merely noted that Verizon contended that the applicable statute of limitations was a 5-year breach of contract limitations period. See *Verizon Virginia, LLC and Verizon South, Inc. v. Virginia Electric and Power Company d/b/a Dominion Virginia Power*, 32 FCC Rcd 3750, 3764 (2017).

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appropriate statute of limitations, if this concept has any relevance at all to this proceeding, would be the two-year statute of limitations in 47 U.S.C. § 415.⁹⁹

K. The Takings Clause Prohibits Applying Retroactive Rate Adjustments to the JUA or Attachments Made Thereunder.

The Fifth Amendment to the Constitution prohibits the taking of property without “just compensation” to the owner.¹⁰⁰ However, the relief that AT&T’s Complaint seeks would do just that. As noted in FPL’s Brief, Section V.B.4, the parties’ 1975 JUA allows AT&T to avoid the cost of building its own pole network by accessing FPL’s facilities. The parties’ 1975 JUA requires FPL both to build pole infrastructure with enough strength and capacity to accommodate AT&T’s attachments and to allow AT&T access to FPL’s pole infrastructure. However, if not for the parties’ 1975 JUA, FPL would do neither and would be required to do neither. AT&T would then have had to choose among the options of building its own pole line, undergrounding its own facilities or establishing a wireless network on non-FPL facilities.

The portion of its investment in its electric distribution network that would be taken from FPL is just like any other piece of tangible property and has all the characteristics and rights of more familiar property, including land.¹⁰¹ The Supreme Court has consistently defined the term “just compensation” as the “full monetary equivalent of the property taken.”¹⁰² In turn, the full

⁹⁹ See e.g., *American Cellular Corporation and Dobson Cellular Systems, Inc. v. BellSouth Telecommunications, Inc.*, 22 FCC Rcd 1083, 1083 (2007) (dismissing complaint filed under Section 208 for alleged over-billing as time barred under Section 415’s two-year statute of limitations); *Michael J. Valenti and Real Estate Market Place of New Jersey t/a Real Estate Alternative v. American Telephone and Telegraph Company and MCI Telecommunications Corporation*, 12 FCC Rcd 2611, 2623 (1997) (denying applications for review and finding the Common Carrier Bureau properly dismissed complaints filed pursuant to Section 208 as time-barred by Section 415’s two-year statute of limitations); *Municipality of Anchorage d/b/a Anchorage Telephone Utility v. ALASCOM, Inc.*, 4 FCC Rcd 2472, 2477 (1989) (dismissing claims filed pursuant to Section 208 as time-barred under Section 415’s two-year statute of limitations).

¹⁰⁰ U.S. Const., 5th Amend.

¹⁰¹ See *United States v. Gen. Motors Corp.*, 323 U.S. 373, 378 (1945) (stating that “property” under the Takings Clause is “the group of rights inhering in the citizen’s relation to the physical thing, as the right to possess, use and dispose of it”).

¹⁰² See e.g., *United States v. Reynolds*, 397 U.S. 14, 16 (1970).

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monetary equivalent is generally determined by the “market value” of the property on the date it is appropriated.¹⁰³ The Supreme Court typically has defined “market value” by employing a hypothetical “willing buyer/willing seller” standard.¹⁰⁴

FPL only installed taller poles for AT&T with the reasonable expectation under then-existing rules that the pole costs would be recouped through joint use revenues as negotiated between the two parties.¹⁰⁵ Imposing either the Old Telecom rate or the New Rate as a “hard cap” on what FPL can recover from AT&T would deprive FPL of full recompense for the investments that FPL made solely for AT&T’s benefit. The Commission’s calculation of its regulated rates presumes either pre-existing capacity or additional compensation will be provided to the utility for the expansion of capacity through make ready and other charges. The Commission’s regulated rates also presume a statutory right to access FPL’s poles which AT&T does not possess. Thus, applying such a rate to the instant situation would effectively strip FPL of any means to recover the costs it has already incurred to meet AT&T’s needs and would fall well short of providing FPL with “just compensation.

L. Any Potential Refunds Should Only Begin to Accrue Upon or After the Date of any Finding by the Commission that the 1975 JUA Rate is Not Just and Reasonable.

AT&T requests relief in the form of a refund ordered by the Commission for overpayments for the previous five years.¹⁰⁶ However, even if AT&T were entitled to any relief at all, it is unclear how that relief might be measured. In the *2011 Pole Attachment Order*, the Commission stated: “We also adopt the proposed modification of the Commission’s rules §

¹⁰³ See *Palazzolo v. Rhode Island*, 533 U.S. 606, 625 (2001).

¹⁰⁴ See *Kirby Forest Indus. v. United States*, 467 U.S. 1, 10 (1984).

¹⁰⁵ Kennedy Dec., ¶ 7.A. Thus, because FPL’s poles would have always been at full capacity absent the parties’ JUA, AT&T stands in the position of the buyer “waiting in the wings” hypothesized by the 11th Circuit Court of Appeals when examining unconstitutional takings in the pole attachment context. See *Alabama Power Co. v. FCC Southern Company v. FCC*, 311 F.3d 1357 (11th Cir. 2002).

¹⁰⁶ Compl., ¶ 32.

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1.1410(c), which permits a monetary award in the form of a ‘refund or payment,’ measured ‘from the date that the complaint, as acceptable, was filed, plus interest.’ We believe that this modification, which will allow monetary recovery in a pole attachment action to extend back as far as the applicable statute of limitations, will make injured attachers whole, and will be consistent with the way that claims for monetary recovery are generally treated under the law.”¹⁰⁷ However, as noted above, the Commission has not articulated which statute of limitations would apply under the rule.¹⁰⁸ AT&T has not identified a legally applicable statute of limitations.¹⁰⁹

Given AT&T’s absolute failure to provide FPL with notice of the claims that make up this proceeding, failure to meet its financial obligations under the 1975 JUA for two years prior to filing its Complaint, and failure to comply in good faith with the Commission pre-complaint negotiation requirements, the Commission should declare that AT&T has engaged in laches and that any applicable statute of limitations has expired.¹¹⁰ The Commission should not create a statute of limitations and reward AT&T’s pre-complaint strategic behavior. Instead, any

¹⁰⁷ 2011 Pole Attachment Order, ¶ 110.

¹⁰⁸ See also *American Elec. Power v. FCC*, 708 F.3d 183, 190 (D.C. Cir. 2013).

¹⁰⁹ FPL is well aware of the holding in *American Elec. Power v. FCC*, 708 F.3d 183, 190 (D.C. Cir. 2013), that, “[u]nder this broad authorization, it is hard to see any legal objection to the Commission’s selection of any **reasonable period** for accrual of compensation for overcharges or other violations of the statute or rules.” This holding was focused more on the abstract question of whether the Commission had met the requirements of *FCC v. Fox Television Stations, Inc.*, 556 U.S. 502 (2009) that are applicable when the agency reverses course in a rulemaking. The *AEP* ruling did not address any particular accrual period or any as-applied facts, such as the instant case. The ruling did not even expressly address the issue of retroactivity. Therefore, the *AEP* holding should not be interpreted to countenance retroactivity under the circumstances of the instant proceeding. Any other conclusion would be inconsistent with *Bowen*.

¹¹⁰ *Bethea v. Langford*, 45 So. 2d 496, 498 (Fla. 1949) (The doctrine of laches is an unreasonable delay in enforcing right, coupled with disadvantage to person against whom right is asserted). See also *Geter v. Simmons*, 49 So. 131, 133 (Fla. 1909) (“No rule of law is better settled than that a court of equity will not aid a party whose application is destitute of conscience, good faith, and reasonable diligence, but will discourage stale demands for the peace of society, by refusing to interfere where there have been gross laches in prosecuting rights, or where long acquiescence in the assertion of adverse rights has occurred” (internal citations omitted)); *Smith v. Daffin*, 155 So. 658, 660 (Fla. 1934) (where conscience, good faith, and reasonable diligence on part of person seeking aid of court of equity is lacking, court will not grant complainant relief prayed for, even though he might have been entitled to relief if he had acted with reasonable diligence).

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potential remedy the Commission considers fashioning should begin only upon an order from the Commission finding a rate or term under the Agreement to be unjust or unreasonable.

M. The Case Should Be Dismissed as Moot.

Because the parties' 1975 JUA is currently terminated and the parties are engaged in ongoing litigation to effectuate the removal of AT&T's attachments from FPL's infrastructure, it is unclear what, if any, relief can actually be provided to AT&T. The plain language of the *2018 Third Report and Order* unquestionably forecloses the application of its new presumptions or the New Telecom Rate as a "hard cap" on the compensation owed under the parties' 1975 JUA.¹¹¹ Moreover, even if the Commission substitutes the Preexisting Telecom Rate for the Adjustment Rate currently found in the parties' agreement, FPL has demonstrated that it would be the party owed compensation rather than AT&T in that situation.¹¹² Thus, as there is no ongoing contractual relationship between the parties, there is nothing left for the Commission to adjudicate and AT&T's Complaint should be dismissed.

INFORMATION DESIGNATION PURSUANT TO RULE 1.726(F)

- 1. The name and, if known, the address and telephone number of each individual likely to have information relevant to the proceeding, along with the subjects of that information, excluding individuals otherwise identified in the Complaint, answer, or exhibits thereto, and individuals employed by another party.**

The FPL employees and outside experts with relevant information about this proceeding and rental rate dispute are identified in this answer and its supporting declarations, affidavits, and exhibits.

¹¹¹ *2018 Third Report and Order*, n. 478 (internal citation omitted).

¹¹² Deaton Dec., ¶ 8.

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- 2. A copy - or a description by category and location - of all relevant documents, electronically stored information, and tangible things that the disclosing party has in its possession, custody, or control, excluding documents submitted with the Complaint or answer.**

The 1975 JUA and any relevant correspondence between the parties were attached as exhibits to the Complaint. Attached to FPL's Brief in Support of its Answer and FPL's Answer are declarations of FPL employees and third-party experts, and all relevant supporting documentation. Additional information and documents were filed and served on August 21, 2019, in connection with FPL's Response to AT&T's First Set of Interrogatories. Additionally, FPL is seeking information from AT&T via interrogatories that are being served concurrently with this answer. FPL reserves the right to rely on and submit information that is not included or attached to this answer if it is provided by AT&T or becomes relevant.

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Respectfully submitted,

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Exhibit A

PUBLIC VERSION

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

BELLSOUTH)	
TELECOMMUNICATIONS, LLC,)	
d/b/a AT&T Florida,)	
	)	Proceeding No. 19-187
<i>Complainant,</i>)	
	)	Bureau ID No. EB-19-MD-006
v.)	
)	
FLORIDA POWER & LIGHT COMPANY,)	
)	
<i>Respondent.</i>)	

**DECLARATION OF THOMAS J. KENNEDY ON BEHALF
OF DEFENDANT FLORIDA POWER AND LIGHT COMPANY**

I, THOMAS J. KENNEDY, having personal knowledge of the facts contained herein,
state as follows:

1. My name is Thomas J. Kennedy, and my business address is Florida Power & Light Company ("FPL" or the "Company"), 700 Universe Boulevard, Juno Beach, Florida 33408.
2. I am over the age of eighteen and am otherwise competent to testify.
3. I am employed by FPL as Principal Regulatory Analyst in the Power Delivery business unit, responsible for managing FPL's joint use agreements, including the joint use agreement with BellSouth Telecommunications, d/b/a AT&T Florida ("AT&T").
4. I graduated from the University of Florida in 1983 with a Bachelor of Science in Mechanical Engineering and I am a Professional Engineer licensed in the State of Florida. I have been employed by FPL since 1985. Prior to my current role at FPL, I held positions at FPL including distribution planner, distribution analyst, transmission and distribution crew supervisor and distribution design engineer.
5. Since 1994, my responsibilities have included: negotiating joint use and telecommunication pole attachment agreements for FPL; assisting with the establishment of pole attachment policies and associated processes for field personnel; providing agreement language interpretations; resolving field disputes; assisting with the oversight of pole attachment rate calculations; tracking and billing incumbent local exchange carriers ("ILECs") and telecommunication carrier attachments; complying with Federal Communication Commission ("FCC") and Florida Public Service Commission ("FPSC")

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requirements, as well as legal and contractual obligations; budgeting and forecasting of FPL's pole attachment revenues and expenses; and ensuring that pole attachment related financial transactions are appropriately recorded.

6. The purpose of my declaration is to: (1) explain the material advantages the FPL/AT&T January 1, 1975 Joint Use Agreement ("JUA") provides AT&T compared to its purported competitors; (2) provide factual pole and attachment data for the FCC to use as inputs to the evaluation of its own rate formula; (3) provide the FCC with a record of the relationship between FPL and AT&T; and (4) provide facts relevant to FPL's response to the AT&T Amended Pole Attachment Complaint ("Complaint").

I. Material Advantages AT&T Receives Under the JUA

7. **A. Avoidance of Market Rates for Attachments.** But for the JUA, FPL is not and never has been obligated to build pole infrastructure tall enough to accommodate more facilities than what is required to serve its electric customers. In addition, FPL is not required to provide AT&T access voluntarily to its pole infrastructure, nor is FPL required to expand capacity to accommodate AT&T's attachments or any other entity's attachments.¹ Without the JUA, FPL would not have been required to build the extra space (i.e., used a taller or stronger pole) for AT&T's use. Therefore, without the JUA, AT&T would have been charged make-ready costs for replacement poles² and FPL could have charged AT&T market rates for attaching to FPL's poles. Moreover, if there was no JUA, AT&T would be subject to market rates for its attachments because there would have been no space on the utility pole for a second or third party.³ The utility pole would have been at full capacity and AT&T would have been a requester of space 'waiting in the wings'.

B. Monetary value. Because AT&T would have had (and still does) other available options to choose from besides using FPL poles to meet its service obligations (e.g., building its own pole line, undergrounding its facilities, or wireless to home offer), the market rate would have to be a value less than AT&T's other options before AT&T would choose to attach to FPL poles. The best information FPL has regarding a market rate that an attacher with no mandatory access rights and no regulated rate would pay is what AT&T has been paying for access to FPL transmission structures since 1995, or in other words what other attachers are paying to attach wireline cable to FPL transmission poles.

	2014	2015	2016	2017	2018
Transmission Rates					

Other attachers with no mandatory access pay FPL a negotiated market rate shown below to use FPL's poles. The differences in the market rate for an attachment that occupies one foot of space without any associated joint use terms and conditions compared to the AT&T joint use rate which provides for four feet of space and other advantages are as follows:

¹ Southern Co. v. FCC, 293 F.3d 1338 (11th Cir., June 13, 2002)

² The make ready costs to replace a pole can run anywhere from [REDACTED] per pole.

³ Alabama Power Co. v. FCC, 311 F.3d 1357 (11th Cir. 2002).

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	2014	2015	2016	2017	2018
Market Rate 1'					
Joint Use Rate 4'					
Value to AT&T					

8. **Pole Ownership Means Bargaining Power.** AT&T's bargaining position with FPL, as informed in part by pole ownership ratios, has essentially remained strong since 1975, the year the JUA at issue was negotiated (see Exhibit A). For 28 years (1975-2003), AT&T's ownership ratio was 40% or more. From 2004-2018, AT&T's ownership ratio has slowly declined – from 39% to 34%, primarily due to FPL's FPSC-ordered storm hardening initiatives, which were required to be implemented after the devastating 2004 and 2005 hurricane seasons. For example, since 2006, FPL has installed over 20,000 mid- span poles and replaced over 5,000 AT&T wood poles with concrete poles (AT&T does not install concrete poles), both of which have affected pole ownership ratios. This relatively static pole ownership ratio has allowed AT&T to maintain a strong impact on bargaining position with FPL while also retaining the competitive advantages the JUA grants AT&T over other telecom providers⁴. Additionally, its bargaining position in 1975 allowed AT&T to negotiate a better objective percentage ownership than the other ILECs in FPL's territory, i.e., 47.4% for AT&T vs. 50% for the other ILECs.

See Exhibit B, Letter from AT&T's negotiating representative announcing to AT&T's operational employees its success in negotiating the joint use agreement with FPL, which stated as follows.

The principle of space usage recognition has been accepted by FP&L. The rental rate is based on percentage ownership reflecting space allocations of 47.4% for the Telephone Company and 52.6% for the Power Company, rather than the old reciprocal rate. [emphasis added].

Not only does this demonstrate that the ratio is what AT&T was seeking, but that AT&T had negotiating power. It should be noted that AT&T has never since requested to renegotiate the joint use agreement (nor the rate formula contained within the JUA). Additionally, FPL has sought several times to purchase all of AT&T's poles (with FPL attached) while being open to a renegotiation that would place AT&T in the same or similar position as other telecom providers. These discussions were not productive, as AT&T appeared uninterested in selling its poles to FPL.

The benefits associated with AT&T's bargaining power cannot be quantified comprehensively, but one quantifiable element is the savings associated with the ownership percentage negotiated by AT&T. AT&T is the only ILEC attached to FPL poles that was able to negotiate a 47.4% / 52.6% ratio of pole cost responsibility. That resulted in nearly [REDACTED] of savings from 2014 - 2018 (see below) for AT&T that their ILEC cohorts were unable to achieve.

⁴ Telecom provider(s) as referred throughout this declaration refers to both telecommunication service providers (sometimes referred to as CLECs) and CATV companies, unless specified otherwise.

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	2014	2015	2016	2017	2018	Total
AT&T attached to FPL Wood						
FPL attached to AT&T Wood						
Total AT&T savings						

9. **Guaranteed Access.** AT&T was granted guaranteed access rights under the JUA, until AT&T's actions of non-payment for well over a year necessitated that FPL terminate AT&T's right to attach to FPL's poles.⁵ FPL is not required to provide AT&T access voluntarily to its pole infrastructure. The JUA requires FPL to design and construct its utility pole network in the overlapping AT&T service territory with poles tall and strong enough to accommodate four feet of space for AT&T, which was available to AT&T for the present as well as the future. No other telecom provider is granted this windfall. In this regard, the JUA states as follows:

"Section 4.2 Whenever either party hereto is about to erect new poles within the territory covered by this Agreement, either as a new pole line, an extension of an existing pole line, or as the reconstruction of an existing pole line being jointly used hereunder, such party shall immediately notify the other party hereto prior to completion of engineering plans for such erection in order that any necessary joint planning may be coordinated and so that compliance may be had with the provisions of Section 4.3 and 4.4 of this Article IV."

What this equates to is, at FPL's cost, FPL is required to set joint use poles that are 10 feet taller than it needs to serve its electric customers (i.e., 4 feet for AT&T + 3'4" for communication space and an additional 1 foot of pole burial space. The 8'4" additional space translates to 10 feet as poles are procured in 5 foot increments.

The additional cost⁶ of installing a ten foot taller typical wood joint use pole is [REDACTED] or 41% more than the cost of a pole FPL needs to solely serve its electric customers. This excludes consideration of the cost of thousands of concrete poles FPL has set to accommodate AT&T as a result of its more stringent wind load requirements associated with FPL's FPSC-approved hardening construction standards. Florida is a fast-growing state and AT&T is installing approximately 3,000 new attachments per year, which means FPL is spending more than [REDACTED] per year to accommodate AT&T and the

⁵ On March 25, 2019, FPL exercised its rights under the 1975 JUA to both (a) terminate AT&T's pole attachment rights as to its existing attachments for non-payment; and (b) terminate the 1975 JUA as it applies to any future obligation of either party as to additional poles, effective August 25, 2019. As of March 25, 2019, FPL's [REDACTED]

[REDACTED] invoice to AT&T for the 2017 calendar year was 355 days past due. Also, FPL's [REDACTED] invoice to AT&T for the 2018 calendar year was 22 days past due.

⁶ Exhibit C

communication worker safety space. That means FPL has spent over [REDACTED] (in today's dollars) to accommodate AT&T's attachments ([REDACTED]). Without proper compensation, FPL will have to reevaluate the benefits of all joint use agreements, and, in particular, whether it should continue to design and invest in a network of poles that are more expensive than it needs for its own purposes. Of course, if FPL were to install poles 10' shorter, it would not only impact AT&T but the entire communication/CATV industry, as well as broadband deployment, as communication space currently available on joint use poles would disappear.

- 10. Capacity Expansion and Make-Ready Avoidance for First Time Attachments.** By having poles built to accommodate AT&T's attachments, AT&T has a distinct advantage over other telecom providers. While in many instances AT&T's alleged rivals can use⁸ any available space on an existing joint use pole, not all poles are built for joint use and not all joint use poles have available space for an additional attachment.

Capacity Expansion – There are instances where an FPL pole has reached capacity on pole height or strength or where FPL will not expand capacity for other telecom providers. FPL is, of course, not legally required to expand capacity. Other telecom providers are required to find an alternative, such as choosing a different pole line route requiring additional cable, equipment and more pole attachment fees or undergrounding their facilities. For AT&T, however, FPL contractually expands capacity.

Make-Ready Avoidance – AT&T avoids make-ready under the JUA by having a pole line built to suit - without contribution. If FPL built a pole line for only its own needs, not only would it save FPL [REDACTED] per each pole installed, but it would cost AT&T approximately [REDACTED] to replace the existing wood pole with a wood pole that could accommodate communication space as well as a communication worker safety space. If the wind loading required a concrete pole or was inaccessible, that cost could increase to as much as [REDACTED] per pole or more. With AT&T attaching to 3,000 new poles per year, that would be a major increase to its new construction expense and also would place its time-to market in line with other telecom providers.

The make ready per pole cost other telecom providers have paid to attach to FPL joint use poles presents a reasonable estimate of the make ready per pole cost AT&T avoids. The make ready costs displayed below include cable and conductor rearrangement as well as pole change-outs. Many telecom providers will look for other alternatives (e.g. underground their facilities) if they have to pay to change out a pole. Other providers, even

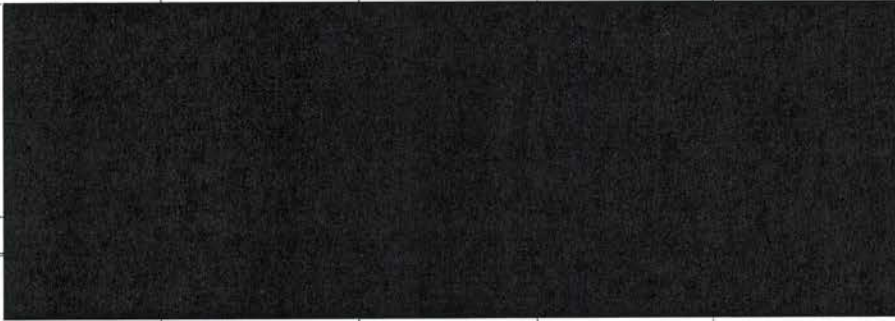
⁷ 420,914 is the forecasted attachments used for billing at the end of 2018. Section 10.9 of the JUA requires that "each party, acting in cooperation with the other, shall have ascertained and tabulated the total number of poles in use, or specifically reserved for use, by each party as Licensee." Since the 1980's FPL and AT&T have shared a forecasting model that predicts the number of attachments made by each party using the joint use surveys as a base and calculates new attachments predicted by the model using a historical escalation. Any error in the forecast is trued up through future billing in accordance with Section 10.10 of the JUA. The number provided in the Robert Murphy declaration was based on the actual number of attachments at the time the survey went through that area.

⁸ FCC 96-325, at 1170.

⁹ Exhibit D.

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with the benefit of having a communication space and communication worker safety space already in place, have paid the following to access FPL poles.

	2014	2015	2016	2017	2018
Make-Ready cost paid by other telecom providers					
Poles					
Cost per pole					

11. **Guaranteed Free Make-Ready for Mature Joint Use Poles already having AT&T Attachments.** Under FCC order¹⁰, FPL is not permitted to reserve four feet of space on each FPL pole for AT&T's use. Therefore, after AT&T has already made its first attachment, FPL cannot deny access to attachers requesting to attach in the remaining amount of AT&T's reserved space. To be compliant with the JUA, FPL is required to make that remaining space available on mature poles if AT&T were to need it in the future.

Section 14.5 Third party space requirements must be accommodated without permanent encroachment into the standard space allocation of the Licensee; therefore, neither party hereto shall, as Owner, lease to any third party, space on a joint use pole within the allotted standard space of the Licensee without adequate provision for subsequent use of such standard space by Licensee without cost to the Licensee.¹¹

Since the FCC rules do not allow FPL to lease the space temporarily (subject to be returned to AT&T)¹², FPL would be contractually required to expand capacity at FPL's customers' expense if AT&T should need that four feet of space as long as that pole remains a joint use pole.

Over the next 10 years, each wireless provider is expected to install 500-1,000 5G nodes in FPL's service territory. It is foreseeable that AT&T could be installing 10,000 or more 5G nodes in FPL's service territory.¹³ Considering AT&T owns approximately one third of the AT&T/FPL joint use pole infrastructure in FPL's service territory, AT&T could require approximately 7,000 additional node locations from FPL. If AT&T should decide

¹⁰ FCC 96-325, at 1170.

¹¹ Joint Use Agreement between FPL & AT&T.

¹² FCC 96-325, at 1170.

¹³ Article describing AT&T installing 10,000 5G nodes in Dallas, TX,
<https://www.dmagazine.com/frontburner/2019/01/the-city-has-to-decide-where-to-hide-10000-5g-nodes/>

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to reclaim that 4' of space to place those nodes on FPL joint use poles, FPL's customers would be required to pay for the capacity expansion.¹⁴

*Section 14.4 Each Owner reserves the right to use, or permit to be used by other third parties, such attachments on poles owned by it which would not interfere with the rights of the Licensee with respect to use of such poles.*¹⁵

Such an arrangement¹⁶ provides AT&T with unprecedented advantage over other telecom providers. The JUA guarantees AT&T access to the node locations, or for any other capacity expansion requirements that it needs at no cost to AT&T. Other telecom providers would not only be required to pay for capacity expansion at each location, they are not guaranteed FPL will grant capacity expansion. Additionally, AT&T could also reclaim that four feet of space, at FPL's expense, to place nodes to lease to other 5G providers at market rates (or lease to their affiliate). Alternatively, instead of paying for make-ready on 3,000 of their own poles, AT&T could force FPL to expand capacity on all 10,000 of FPL's poles.

Value of guaranteed access – Access for node locations can be quite expensive and can include permitting, right-of-way acquisition, market rates, infrastructure construction, individual negotiation for each node location. While I am unaware of what 5G carriers budget/pay for access, at a minimum, it would include the cost of a monopole and right-of-way permitting. At a cost of [REDACTED] per monopole, AT&T would be saving a minimum of [REDACTED] for 7,000 node locations. However, the actual value is much higher, particularly if AT&T must negotiate each location individually.

Value of free make-ready – If FPL pays for the make-ready at 7,000 node locations to accommodate AT&T's guaranteed expansion of capacity, AT&T avoids make-ready that other carriers are required to pay, should they be granted access. Other cell providers would be required to pay [REDACTED] times 10,000 node locations or [REDACTED] each.

12. **Time-Value of money.** AT&T pays its joint use fee annually in arrears (in March of the year following), while other telecom providers pay pole attachment fees semi-annually in advance (in June and December of the billing year). Using a discount rate that is identified and approved by the FCC¹⁸, AT&T gets the advantage identified below. It should be noted that since AT&T did not pay their invoice for 2017 and 2018 until July 1, 2019, as noted in the declaration of David T. Bromley, the financial advantage AT&T had over other telecom providers is actually much higher than displayed in the table below for those years.

¹⁴ This assumes that FPL is unsuccessful in the enforcement of the termination provision of the JUA which was exercised by FPL on March 25, 2019.

¹⁵ Joint Use Agreement between FPL & AT&T.

¹⁶ Ibid.

¹⁷ Exhibit D.

¹⁸ See FCC 16-33 and 2016 FCC Matter of Connect America Fund, ETC Annual Reports and Certifications, and Developing a Unified Intercarrier Compensation Regime - para 10. Also, these discount rates are set forth in the chart found at paragraph 31 which AT&T uses as its rate of return.

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Payments	Payment Terms of Other Telecom Providers	AT&T Advantage with Full Payment in Arrears
First Payment	5 Months Advance Payment	
Second Payment	6 Months Advance Payment	
Third Payment	1 Months Advance Payment	

Formula used to Calculate AT&T's Time Value of Money Advantage :

$(5/12 \times \text{Amount Due}^{19} \times \text{Discount Rate}^{20} \times 15 \text{ months}) + (6/12 \times \text{Amount Due} \times \text{Discount Rate} \times 9 \text{ months}) + (1/12 \times \text{Amount Due} \times \text{Discount Rate} \times 3 \text{ months})$

	2014	2015	2016	2017	2018
Savings					
Poles					
AT&T Advantage per pole					

13. **Space Used.** The JUA provides AT&T the lowest spot on joint use poles as well as four feet of the lowest communication space on the pole. This allows AT&T to work in a safer area of the pole, access poles more easily and avoid maintaining a fleet of expensive bucket trucks with a greater reach. Also, AT&T is almost always the first to attach to a new joint use pole. Typically, AT&T does not attach at the lowest possible point on the new joint use pole (perhaps because AT&T has four feet of space). When FPL receives a request to attach from an AT&T alleged competitor and the only available space on the pole is below the AT&T attachment (this is quite common), FPL must forward the attachment request to AT&T to have it either grant permission for their alleged competitor to attach below AT&T's attachment (assuming no code violations) or the attacher pays to have AT&T relocate lower on the pole in order to make space for the alleged competitor's attachment. Keep in mind the JUA requires AT&T to be in the lowest position. AT&T's alleged competitors have expressed a concern that AT&T is not responsive to their requests. These delays provide AT&T a value of time to market. While the FCC's new one touch make-ready process²¹ provides AT&T's alleged competitors some potential relief from these delays, other telecom providers are still required to pay additional construction fees by moving AT&T to gain access.

14. **A Lifetime of Free Make-ready.** The JUA obligates the pole owner to operate and maintain the joint use pole for the life of the joint use attachment unless the pole owner abandons the pole. FPL's wood joint use poles have an average life of 44 years. That means when the FPL pole reaches end of life or when FPL is forced to relocate a joint use pole

¹⁹ Amount Due is the amount AT&T owed for its attachments to FPL's poles using the joint use rate.

²⁰ Discount rate used is that shown in paragraph 31.

²¹ FCC 18-111

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(e.g., the Department of Transportation forces relocation of the pole for roadwork), FPL is responsible for replacing/relocating the pole without contribution from AT&T. In accordance with the JUA, the new replacement FPL pole must be built to accommodate AT&T's joint use attachments. AT&T's alleged competitors do not have this same advantage. They agree to reimburse FPL for the additional cost associated with accommodating their facilities in connection with a pole replacement that is not caused or requested by another party. While AT&T's alleged competitors on the same pole as AT&T may benefit from the free replacement associated with the JUA if AT&T is also attached to the pole, they are required to reimburse FPL for the additional cost not required for FPL's needs if it is not a joint use pole. In today's cost, that amounts to AT&T saving [REDACTED] per pole that other telecom providers are responsible for on non-joint use poles. While AT&T is currently attached to approximately 421,000 FPL joint use poles, there are approximately 400,000 poles that are non-joint-use poles, i.e., no ILEC attached. FPL must replace about 3,000 poles each year because they have reached the end of their useful life. AT&T is on about 1,000 of those poles receiving free make-ready. This saves AT&T about [REDACTED] each year in avoided make-ready.

15. **Permitting Requirement.** Since FPL/AT&T joint use pole lines are designed to accommodate AT&T, AT&T is not required to obtain advance approval through permits to make attachments to FPL poles. In contrast, telecom carriers must follow FPL's attachment permit application process, in which they are charged a fee to compensate FPL or FPL's permit vendor for the permit review effort. This process, of course, requires money and takes time – both of which AT&T avoids. Permit costs paid by other telecom providers are [REDACTED] with no make-ready and [REDACTED] with make-ready. Additionally, any alleged competitors are subjected to a post-attachment inspection by FPL or its designated contractor of each attachment to ensure compliance with the permit application and are responsible for the costs associated with that inspection. Again, AT&T avoids the follow-up inspection time/costs as a result of the JUA, which does not require AT&T to do a post-attachment inspection (nor am I aware of AT&T doing such inspections beyond their normal inspection of their work, which is no different than other attachers do).

Given that AT&T makes approximately 3,000 new attachments annually under the JUA, it saves about [REDACTED] in annual permit and post-attachment inspection costs (assuming AT&T would require make-ready on all new attachments without a joint use agreement).

16. **Ease of Access.** FPL pole lines built to accommodate AT&T under the JUA require no survey or engineering of clearance or structural impact from AT&T because FPL incorporates these items into the installation design. Other telecom providers must use the attachment permit application measurement worksheet to confirm that adequate clearances exist for the installation of their attachments. In addition, the measurement worksheet is used to prepare and submit a strength study for wind-loading, to ensure compliance with FPL's construction standards which are submitted to and approved by the FPSC and specified in FPL's Permit Application Process Manual. Telecom carriers must complete and pay for the following:

- a. Review FPL's 209-page permit manual:

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- b. Obtain appropriate FPL maps and prepare licensee maps for submission;
- c. Gather all required field notes, GPS addresses and photos (Note: Field notes must precede permit submittal by no more than four months.);
- d. Perform wind loading calculations;
- e. Evaluate "Non-Make Ready"/"Make Ready" decisions;
- f. Assemble permit package(s);
- g. Submit permit package(s) (Note: Field notes must precede permit submittal by no more than four months.);
- h. Determine if FPL Make Ready is required;
- i. Notify vendor to prepare work order design;
- j. Await FPL permitting (City, County, FDOT);
- k. Await FPL make-ready construction;
- l. Request make-ready from other attachers;
- m. Await other attachers make-ready construction or do one-touch make-ready (Note: one-touch make-ready was not required during the billing periods in question in this proceeding);
- n. Receive approval to attach to FPL poles;
- o. Construct attachments (with signed copy of permit in field);
- p. Obtain approval of post-attachment reviews (could involve satisfying post-inspection failures);
- q. Complete/submit Exhibit "B" – Notification of Attachment/Removal; and,
- r. Submit appropriate drop pole and mid-span pole packages.;

The application package includes:

- a. Payment for processing fee;
- b. Prepare permit application, Exhibit "A", request to attach;
- c. Complete location identifiers with GPS address(es);
- d. Pole & Mid-span Measurement Worksheet at each pole;
- e. Wind load calculations for each pole;
- f. Photos at each pole location;
- g. Computer-generated licensee maps with route highlighted, affected pole(s) numbered in sequence, and with span footages shown (sized 8.5" x 11 to 11" x 17");
- h. Marked up highlighted route on 11" x 17" FPL maps;
- i. Current permit number, assigned by attacher; and,
- j. Estimated date for completing field work, which must be completed within four months to avoid conflict with other attachers;

The permit application task requires several hours of preparation time per pole, field work (including travel), office design work, and permit preparation work. One contractor charges telecom providers █████ per newly installed pole in preparing an application, inclusive of time and the cost of supplies. Given that AT&T makes approximately 3,000 new attachments annually, under the JUA, AT&T saves █████ in annual permit preparation costs.

It could take an attacher one or two months of preparation time before they even get an

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application to FPL's permit application vendor. From this point it could take another 45 days for the permit to be reviewed for approval or denial. An attacher may have invested all this and after two months receive a denial, approval or request to change permit types if the attacher made a mistake, e.g. non-make-ready to make-ready. If make-ready is required, this could add another 90 to 115 days to prepare the pole per attaching entity that has to move. If both AT&T and other telecom providers are after the same customers at the same time, certainly, the JUA provides an advantage for AT&T. While it is difficult to quantify this advantage, clearly, for AT&T it would include additional customers and increased revenues/income.

17. **Access to Rights-of-way and Easements Obtained by FPL.** The JUA requires the pole owner to obtain rights-of-way for the joint user, to the extent that they are able to obtain those rights (another benefit of access negotiated by AT&T and granted under the JUA – see paragraph 9). AT&T has benefitted from FPL obtaining those rights-of-way for AT&T. In many cases, AT&T has been able to attach to FPL poles without notice to or permission from the land owner. In some instances, FPL has obtained easements that include easement rights for all carriers providing telecommunications services. However, private easements obtained by FPL do not provide easement rights for CATV companies. Several types of costs are incurred when obtaining private easements and public right of way. FPL estimates about 20% to 30% of FPL's facilities lie within easements obtained by FPL. Without the JUA, AT&T would not benefit from the new easements on about 20% to 30% of the 3,000 new poles AT&T attaches to per year.

Estimated Private Easement Costs

Cost of the Land. – Obtaining an easement can cost about 60% of the property value. $60\% \times 1/20^{22}$ of the property X [REDACTED] (average property value) = [REDACTED] property X 1 pole per property X 3,000 poles annually X 25% = [REDACTED] Annually.

Cost of the Negotiator. – It would take a negotiator about two days per easement to prepare and undergo an easement negotiation. $2\text{days} / 240 \text{ work days/yr} \times [REDACTED] \text{ per employee/yr.} \times 25\% \times 3,000 \text{ poles} = [REDACTED] \text{ Annually}$

Cost of the Administration. – An administrator would be required to prepare the documents, make copies, file with the appropriate agency and file within company archives. $20\% \text{ A\&G Adder} = [REDACTED] \text{ Annually}$

Cost of Recording. – Typical fees to record an easement are [REDACTED] X 25% X 3,000 poles = [REDACTED] Annually

By FPL obtaining rights to allow AT&T to use FPL's easements, AT&T saves approximately [REDACTED] annually. While some telecom carriers may also benefit from some of these easements due to the easement language, CATV companies do not benefit from the easements. Additionally, many telecom carriers have no idea these easements

²² A conservative estimate of the amount of a typical property used for an electric distribution easement is 1/20th of the property, based on a ten foot strip in the front or rear.

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exist and place their facilities only in public rights of way. Without these easements AT&T would have to either obtain their own easements at [REDACTED] annually or build their own facilities in public rights of way.

Estimated Public Rights of Way Costs

The remaining poles are placed in governmental agency rights-of-way or utility easements where an agency may charge up to [REDACTED] per pole in permit fees. Most agencies do not charge a permit fee for aerial attachments. Undergrounding cable would cost up to [REDACTED] foot.

Cost of Obtaining permits = [REDACTED] / pole X 3,000 poles annually X 75% = [REDACTED] / year

Cost of the Administration. – An administrator would be required to prepare the documents, make copies, file with the appropriate agency and file within company archives about a half of a day per permit = ½ day / 240 work days/yr X [REDACTED] X 75% X 3,000 poles / 10 poles / permit = [REDACTED] Annually

By obtaining rights to attach to FPL poles in agency rights of way, AT&T saves approximately [REDACTED] annually in permit fees. Without the JUA, AT&T would have to either obtain their own permits and build their own facilities. Placing their facilities underground would be substantially more expensive.

Other JUA Advantages

The following items benefit AT&T over telecom and CATV carriers, although it is difficult to attribute a specific dollar value:

18. **No Unauthorized Attachments.** The JUA provides AT&T with unfettered access to FPL's poles, thereby essentially eliminating the potential for an unauthorized attachment. To my knowledge, AT&T has never been charged an unauthorized attachment fee. When other attachers do not follow the application process, they are subject to unauthorized attachment fees of [REDACTED] per pole.
19. **Direct vs. Indirect Make-Ready Fees.** Where the JUA provides for the exchange of payment for make-ready as described in Article IV, e.g. a taller and/or stronger than a normal joint use pole is required, AT&T is only charged direct construction costs plus overheads that are required for the work. Other attachers pay an allocation of all applicable overheads for make-ready work, including, for example, administrative and general expenses.
20. **Flexibility.** The JUA provides AT&T four feet of space on a joint use pole in which to make its attachments. Standard practice and code compliance also provides AT&T the right to the preferred spot on the pole – the lowest position – which ensures easy access and quick construction methods. However, as previously mentioned, AT&T rarely occupies the lowest possible attachment location which can present issues/delays for other telecom providers. Although AT&T claims that attaching at the lowest points on the pole is a

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disadvantage, they have never asked FPL to attach anywhere else nor am I aware of any alleged incidents where AT&T has replaced joint use poles due to accidents caused by the properly placed position of their attachments.

21. **Expansion of Capacity.** The JUA requires FPL to change out a pole under several circumstances to accommodate AT&T. FPL is not required to and, in certain situations, has refused to change out a pole for other attachers.
22. **Transfer of Ownership.** The JUA provides AT&T the right to take ownership of an FPL-owned pole being abandoned by FPL. Other telecom providers are required to remove their facilities from a pole no longer used to provide electric service so FPL can remove the pole. Those telecom providers must find other means to bring service to their customer.
23. **Common Pole Bond.** FPL shares its common grounding pole-bond with AT&T as required by the JUA. This may also meet the requirements of other telecom providers; however, if additional bonding is required, the other telecom providers are required to reimburse FPL for the necessary bond work.
24. **Insurance.** Under the JUA, liability is allocated based on responsibility. Other telecom providers are required to indemnify FPL and carry insurance coverage listing FPL as an additional insured. Other telecom providers must meet a more stringent insurance requirement, which costs them more.
25. **Increase in Stronger/Concrete Poles.** In many cases, the addition of AT&T's attachments to an FPL pole adds significant load on the pole for design purposes. This is primarily driven by the increase in pole height and the girth of the AT&T cable. Per the JUA, FPL is required to accommodate an increase in capacity without a contribution in aid of construction. With FPL's FPSC approved construction standards, this additional load requires FPL to set stronger concrete poles at FPL's expense. The additional 1.5 attachment rate AT&T pays for special poles under the JUA pales in comparison to the additional [REDACTED] FPL incurs to install a new concrete pole.
26. **Bond and Removal Fees.** FPL requires AT&T's alleged competitors to purchase a bond (coverage from [REDACTED] per attachment) to cover the cost of removal of their facilities, if necessary. This bond must be revised annually to account for the change in the number of attachments. This is not required in AT&T's joint use agreement. Other telecom providers are being held to a more stringent requirement from a surety bond perspective and are required to purchase these bonds.
27. **Contribution from FPL to Build a New Relocated Pole Line.** When FPL builds a new transmission structure line over an existing distribution pole line owned by either company, AT&T, at its option, may relocate to a new pole line and require FPL to pay for one half the construction of an equivalent pole line to accommodate AT&T's facilities.²³ AT&T's alleged competitors have no such option. They may either stay on the new transmission

²³ Joint Use Agreement – Section 3.5

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structure line and transfer their facilities to the new transmission poles or they can relocate their facilities at their own costs.

II. FCC Formula Inputs for Rate Calculations

28. **Data Collection.** FPL administers annual pole attachment surveys of joint use facilities (poles owned and attached to by FPL or telephone companies) and attachments (Power, ILEC, CATV and Telecommunication Carrier attachments) to both FPL and ILEC poles. All parties contribute to the cost of surveys and the data associated with the survey is owned by and available to all parties, including AT&T. Prior to each survey, all parties agree to the parameters and the surveyors and agree to participate in the post-survey field check. When the post-survey field check is complete, each party signs off to confirm that the survey results are accurate. FPL system-wide surveys are on a five-year cycle, i.e., each annual survey covers approximately 20% of FPL's service territory. Data collected in the survey includes the number and ownership of jointly-used poles, pole height, and the number and ownership of attachments by CATV and telecommunications carriers. Every five years all the joint use poles in FPL's service territory are surveyed. For joint use/attachment surveys, FPL has segregated its service territory into five regions. AT&T operates in four of the five regions.²⁴ See also FPL's response to AT&T Interrogatory #10.

The Most Current Joint Use Survey Results of FPL Distribution Poles with AT&T attached:

Number of Regulated Attaching Entities ²⁵	2.96
Average Pole Height	40.4'
Usable Space	15.9'
Unusable Space *	24.5'

* 40' wood poles require 6.5' of burial depth.

29. **Remaining Data to Complete the Variables for an FCC Rate Calculation.** In 2019, FPL conducted a sample survey of FPL joint use poles to obtain information not captured by the annual surveys, e.g., the number of attachments made by other non-regulated attaching entities (e.g. governmental agencies) and the amount of space occupied on an FPL pole by AT&T. A description of the sample survey is addressed in the declaration of Robert Murphy. The validity of this sample survey is addressed in the declaration submitted by FPL employee Ronald Davis. See also FPL's response to AT&T Interrogatory #10. The results of that survey were as follows: AT&T was found to occupy an average of 1.18 feet of space on FPL joint use poles with their cables and 1% (20 out of 1,956) of those poles had one non-regulated attaching entity. The joint use survey just began collecting non-regulated attachers in FPL service territory. Currently only half of

²⁴ Within these four FPL regions, FPL's joint use poles shared with AT&T are broken down into six individual survey territories. See Declaration of Robert Murphy with Alpine.

²⁵ Includes FPL and AT&T.

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one survey region has actual results for attachments of governmental entities. That portion of survey region was central Florida area. FPL has chosen to use the number of governmental entities attached in central Florida (0.028) for our state-wide average of non-regulated attachments instead of the sample (0.01) to be conservative.

Sample Survey Results with Central Florida Actual Number of Governmental Attachments.

	FPL Distribution Poles with AT&T Attached
AT&T Cable Space Used	1.18
Number of Non-regulated Attaching Entities	0.028

30. **FCC Variables for Rate Calculation.** The following variables to the FCC rate formula were determined through the surveys described in paragraphs 28 and 29 above. Both surveys are described in detail within the affidavit provided by Rob Murphy. These variables apply to all the joint use distribution poles owned by FPL and attached to by AT&T. No other poles are included to determine these values. Combining the results of the sample survey (described in paragraph 29) regarding attaching entities and space used by AT&T with the results of the five-year rolling survey agreed upon between FPL and AT&T and approved as accurate by AT&T (described in paragraph 28) plus 40 inches of communication worker safety space (necessary to accommodate AT&T's request for joint use poles),²⁶ establishes an average number of attaching entities in AT&T's service territory of 2.99 and total AT&T space used of 4.51 feet.

FCC Variables

	FPL Distribution Poles with AT&T Attached
AT&T Total Space Used	4.5'
Total Number of Attaching Entities	2.99
Average Pole Height	40.4'
Usable Space	15.9'

²⁶ In order for AT&T to attach to FPL's distribution pole, FPL had to install a pole large enough to accommodate the additional 40" or 3.3' of communication worker safety space. Based upon the Survey, it was shown that AT&T was occupying 14.2" or 1.2' feet of space. $3.3' + 1.2' = 4.5'$ of space is required for AT&T's attachment on an FPL joint use pole.

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Unusable Space *	24.5'
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* 40' wood poles require 6.5' of burial depth.

31. **Rate of Return Discrepancy.** FPL does not have an approved rate of return by state regulators. When charging FCC regulated attachers, FPL uses a rate of return that is backward calculated from its state regulator approved return on equity. Since AT&T uses a higher FCC authorized rate of return to charge its attachers, FPL should be allowed to charge a reciprocal FCC approved rate of return, particularly when charging AT&T.

Rate of Return used to charge attachers					
	2014	2015	2016	2017	2018
AT&T ²⁷					
FPL					

III. RECORD OF RELATIONSHIP AND POLE OWNERSHIP RATIO

32. **Joint Use Relationship.** AT&T's pole attachment relationship with FPL can be traced as far back as 1920, when then Southern Bell Telephone and Telegraph Company (now AT&T) entered into a joint use agreement for 13 poles with Daytona Public Service Company, a predecessor of FPL. FPL was formed in 1925 when American Power & Light Co. (APL), a utility holding company combined several utilities within the state of Florida, including Daytona Public Service Company. APL spun off FPL as an independent company in 1950.

Since that 1920 agreement, FPL and AT&T entered into at least five supplemental, addendum or completely new joint use agreements before entering into the current agreement, which was effective January 1st, 1975. In all agreements executed prior to January 1, 1975, a 50%-50% split in cost was acceptable to both companies.

In early 1961, the parties executed a mutually agreeable joint use agreement and billing under the agreement was retroactive to January 1, 1960. *See* Exhibit E, 1961 Joint Use Agreement. That joint use agreement expressed "desire" by both the electric company and the telephone company to execute an agreement in accordance with the "Principles and Practices for the Joint Use of Wood Poles by Supply and Communications Companies," which is contained in the 1945 document "Reports of Joint General Committee of Edison Electric Institute and Bell Telephone System on Physical Relations Between Electrical Supply and Communication Systems." *See* Exhibit F, EEI-Bell Report, authored by three members of American Telephone and Telegraph Company ("AT&T"). Therefore, AT&T's predecessors effectively assisted and co-authored the terms of the joint use agreement that AT&T signed in 1961. The EEI-Bell Report states, "In cases where it is not clear as to what

²⁷ Calculation basis can be found in the declaration of Renae Deaton

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constitutes an equitable apportionment a fifty-fifty division of the costs may be found the most practicable solution.” Page 33.

33. **Current JUA.** On January 1, 1975, AT&T and FPL entered into their current JUA. The terms and conditions of this agreement were based on the 1961 agreement. However, the adjustment rate was amended from “the annual fixed charges on the average unit in plant cost of all of the poles of both companies” to “the average annual cost of joint use poles for the next preceding year as determined by the party having more than its objective percentage ownership of jointly used poles” and the apportionment of the adjustment rate for joint use was amended to 47.4% for the Telephone Company and 52.6% for the Power Company; however, the option allowing the company owning a minority of poles to purchase poles was removed. While I have no records as to who removed that option, AT&T did extol on obtaining this provision:

The principle of space usage recognition has been accepted by FP&L. The rental rate is based on percentage ownership reflecting space allocations of 47.4% for the Telephone Company and 52.6% for the Power Company, rather than the old reciprocal rate. [emphasis added], See Exhibit B, Letter from AT&T’s negotiating representative

The letter goes on to say,

Since it is expected that the annual adjustment rate will increase in subsequent years, all of the areas should continue efforts to reach our objective percentage of pole ownership as early as practicable. This would reduce the effect of the higher rental rate.

AT&T knew the impact of not investing in infrastructure in 1975, had the opportunity to normalize the pole ownership since 1961, yet chose to allow FPL to make the investment in the pole infrastructure, knowing the consequences of higher comparative rental rates due to the disparities of the parties’ investment in pole infrastructure.

The current joint use attachments fall under the terms and conditions of this agreement. Since I have been at FPL, AT&T has not raised for discussion the topic of renegotiating the adjustment rate, or the pole ownership split.

The joint use agreements with FPL have given AT&T the right to set as many new joint use poles as they wish. These agreements did not force parity, but did encourage parity and in the earlier agreements gave AT&T the option to purchase poles. Though the joint use adjustment rate doesn’t reflect the actual cost of owning a pole, it was just one of the means used to encourage pole ownership parity and AT&T was fully aware of this since at least 1975. Apparently, AT&T and its predecessors found that it was more cost effective to pay the 47.4% joint use adjustment rate than it was to actually own the stated objective ownership of poles.

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This history shows that not only did AT&T employees author the document that the joint use agreements were based on, but they successfully negotiated an adjustment rate AT&T was satisfied with for joint use with FPL.

At no time has AT&T ever shown an interest in renegotiating the JUA, nor has it ever requested to renegotiate the rate formula contained in the JUA.

34. **AT&T's Superficial Interest in Owning New Poles.** In addition to the 1975 letter, see Exhibit B, AT&T made at least a couple more declarations that they wanted to own poles and that they wanted their field personnel to set more poles. In 1987, FPL and AT&T held joint meetings to establish additional guidelines for the joint use relationship. Representatives of both companies published those guidelines in a July 15, 1987 letter, see Exhibit G, to employees of both companies. Both companies agreed that AT&T would begin setting more poles; however, FPL would be required to set all concrete poles²⁸. In 1992, after discussions with FPL, AT&T Director of Administration Network Operations/South announced in a letter, see Exhibit H, to his general managers that [FPL] "alleged that Southern Bell was not in compliance with the operating policy document dated July 15, 1987". He went on to state, "the purpose of the policy document was to set the direction to achieve the "objective percentage" of 47.4 percent of the joint-use poles owned by Southern Bell and 52.6 percent of the joint-use poles owned by Florida Power and Light. Neither the policy nor the objective has changed. Please review the attachment and comply." This was immediately followed by a letter on August 13, 1992 from FPL's Service Planning and Regulatory Support Manager, see Exhibit I, to FPL's field personnel advising them to notify their AT&T counterparts of "the contents of the letter (Exhibit G and Exhibit H) and encourage AT&T to set new poles. While it is obvious AT&T did not comply, since that 1992 letter, FPL has had to vigorously pursue having AT&T purchase newly installed FPL poles replacing fallen AT&T poles following major storms. For the past 24 years, AT&T has not sought to purchase any joint use poles from FPL.
35. **Pole Ownership Ratio.** While I was unable to find the pole ownership numbers for every year of the current joint use agreement, I was able to find complete²⁹ pole ownership numbers for 1975, 1981 and 1988 to current. The following table provides a sample of that information. A more detailed table is included as Exhibit A.

AT&T on FPL Poles		FPL on AT&T Poles	
Number	% Ownership	Number	% Ownership

²⁸ This term negotiated by AT&T exacerbated the imbalance in pole ownership as the FPSC approved wind loading requirements in 2007 have forced FPL to set more expensive concrete poles in south Florida to meet the wind loading requirements to support joint use. AT&T continues to refuse to set concrete joint use poles in FPL's territory.

²⁹ FPL does have some incomplete numbers for the missing years. This is due to area billing as opposed to centralized billing during those periods.

PUBLIC VERSION

1975	253,209	59%	173,256	41%
1981	250,231	56%	196,444	44%
1988	255,374	56%	201,621	44%
1993	292,470	57%	221,948	43%
1998	322,943	56%	252,888	44%
2000	327,192	59%	228,000	41%
2005	354,797	62%	219,991	38%
2010	384,634	63%	223,311	37%
2015	399,686	64%	222,385	36%
2018	420,914	66%	213,210	34%

36. **AT&T Disregarded the Opportunity to Negotiate Comparable Rates, Terms and Conditions.** For at least the last five years, FPL has sought several times to purchase AT&T's poles that FPL is attached to with no pre-set conditions on the negotiation. AT&T had the opportunity to off-load their poles and in return, have FPL negotiate with AT&T rates, terms and conditions as well as access, through contractual obligation, comparable to other telecom carriers. AT&T never made the effort to seek comparable treatment and at one point told FPL that they do not own many towers and thus have to lease such space. Therefore, they see great value in the vertical space currently occupied on their poles. They also stated they would be willing to consider the offer if it placed them on a level playing field with other telecom providers (for example lower attachment rates). FPL noted that all these things could be considered and addressed in a newly negotiated agreement. AT&T did not follow up on FPL's idea.

IV. SUMMARY OF BENEFITS AND ADVANTAGES

37. **Benefits and Advantages.** A summary of AT&T's benefits and advantages (or alleged-competitor disadvantages) that AT&T enjoys from the JUA are included in Exhibit J.

V. NET PAYMENTS

38. **Net Payments.** I have calculated the net payments owed by one party to the other if either the pre-existing or new telecom rate (as calculated in the declaration of Renae Deaton) applied to each parties' attachments on the other's poles for the years 2014-2018. See exhibit K. If AT&T and FPL each paid one another an attachment rate at the

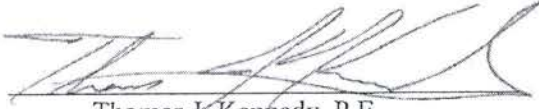
PUBLIC VERSION

properly calculated pre-existing telecom rate for the years 2014-18, AT&T would owe FPL [REDACTED]. Such payment would be appropriate for all the material benefits and advantages AT&T enjoys. If AT&T and FPL each paid one another an attachment rate at the properly calculated new telecom rate for the years 2014-18 as AT&T wrongly claims should occur, FPL would owe AT&T [REDACTED].

PUBLIC VERSION

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on SEPTEMBER 13th, 2019


Thomas J. Kennedy, P.E.

PUBLIC VERSION

DECLARATION OF THOMAS J. KENNEDY

List of Exhibits

Exhibit A, FPL-ATT Pole Ownership

Exhibit B, 1975 AT&T Letter

Exhibit C, New Pole Estimates

Exhibit D, Replacement Pole Estimate

Exhibit E, 1961 Joint Use Agreement

Exhibit F, EEI-Bell Report

Exhibit G, 1987 Joint Letter From AT&T and FPL Discussing JUA Operational Policy

Exhibit H, 1992 letter from AT&T Director to AT&T General Managers Advising Non-compliance with the JUA

Exhibit I, 1992 Letter from FPL Staff Manager to FPL Field Managers Advising the FPL Field Employees AT&T Intent to Comply with Their Requirements to set New Poles

Exhibit J, Summary of Advantages and Disadvantages AT&T Enjoys Over their alleged Competitors

Exhibit K, Calculation of Net Payments Owed Under Old Telecom Rate and New Telecom Rate

EXHIBIT A, FPL-ATT POLE OWNERSHIP

PUBLIC VERSION

FPL and AT&T Joint Use Pole Ownership

Year	FPL on AT&T distribution pole	AT&T Percent ownership	AT&T on FPL Distribution poles	FPL Percent Ownership
1975	173,256	41%	253,209	59%
1981	196,444	44%	250,231	56%
1987	200,404	44%	253,768	56%
1988	201,621	44%	255,374	56%
1989	202,838	44%	256,979	56%
1990	204,055	44%	258,585	56%
1991	205,271	44%	260,190	56%
1992	224,055	44%	284,429	56%
1993	228,199	44%	289,807	56%
1994	232,344	44%	295,184	56%
1995	236,490	44%	300,563	56%
1996	244,151	44%	311,771	56%
1997	249,121	44%	318,461	56%
1998	254,258	44%	325,396	56%
1999	248,211	43%	327,586	57%
2000	228,000	41%	327,192	59%
2001	229,793	41%	332,667	59%
2002	231,662	41%	338,284	59%
2003	227,661	40%	337,650	60%
2004	213,198	39%	336,087	61%
2005	219,991	38%	354,797	62%
2006	221,577	38%	364,282	62%
2007	223,606	37%	374,547	63%
2008	225,850	37%	389,411	63%
2009	225,504	37%	384,166	63%
2010	223,311	37%	384,634	63%
2011	226,080	37%	379,637	63%
2012	226,680	37%	382,839	63%
2013	226,942	37%	386,367	63%
2014	225,783	37%	392,519	63%
2015	222,385	36%	399,686	64%
2016	218,052	35%	407,659	65%
2017	216,850	34%	413,855	66%
2018	213,210	34%	420,914	66%

PUBLIC VERSION

EXHIBIT B, 1975 AT&T LETTER

PUBLIC VERSION

Better serve it to the

<input type="checkbox"/>	FILE
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<input type="checkbox"/>	SECRETARY

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<input type="checkbox"/>	RRH	<input type="checkbox"/>	CIRC ENG.
<input type="checkbox"/>		<input type="checkbox"/>	COPY

Southern Bell

666 N.W. 79th Avenue
Room 644
Post Office Box 440100
Miami, Florida 33144
Phone (305) 263-3522

C. S. Ferris
Chief Engineer
Engineering Department

<input checked="" type="checkbox"/>	CONF INCR.	<input type="checkbox"/>	SECRETARY
<input type="checkbox"/>	T & P INCR.	<input type="checkbox"/>	FILE
<input type="checkbox"/>	PLX INCR.	<input type="checkbox"/>	COPY

May 19, 1975

Mr. J. M. Tinsley
Chief Engineer
Room #815
6451 N. Fedrl Hwy.
Ft. Lauderdale, Florida



Dear Sir:

Attached for your use are three copies of the Joint Use Contract that has been executed by Southern Bell and the Florida Power and Light Company.

The effective date of this Contract is January 1, 1975. We have agreed that the procedures outlined in the new Contract including billing procedures for additional pole height or strength, etc. should take effect with requests received after May 31, 1975. Of course, the rental rates are effective for the entire year.

Some of the major changes included in the new Contract are as follows:

1. The principle of space usage recognition has been accepted by FP&L. The rental rate is based on percentage ownership reflecting space allocations of 47.4% for the Telephone Company and 52.6% for the Power Company, rather than the old reciprocal rate.
2. The adjustment rate for the calendar year 1975 will be \$14.49 (FP&L's annual charge for 1974) times the deficient number of poles below our objective ownership percentage of 47.4%. Adjustment rates after calendar year 1975, will take into consideration inflationary factors and will be the average annual cost of the preceding year. The annual costs will be furnished to the Engineering Department of each Company by July of the following year. For example, the rate for calendar year 1976, will be based on actual annual costs for 1975 and will be available by July, 1976.

MAY 21 1975

ENG. MGR. - TRANS. & OS. P.

FPL00027

PUBLIC VERSION

- 2 -

3. New attachments to special poles (concrete) are permitted at 1.5 times the normal rental rate. Attachments to special poles made prior to 1975 and other exceptions outlined in Article 10.4 will be at the normal rental rate.
4. The rental adjustment rate will remain in effect for a minimum term of five years.

At the end of 1974, the ownership of joint use poles by FP&L and Southern Bell in each of the Florida Areas was as follows:

Area	Sou. Bell Att. on FP&L Poles		FP&L Att. on Sou. Bell Poles		Total	Absolu- te Dif- ference	Difference Based on Sou. Bell Objective Ownership
	%		%				
North	71,745	68.9	32,311	31.1	104,056	39,434	17,011
Southeast	92,193	52.0	84,999	48.0	177,192	7,194	(1,010)
South	89,271	61.5	55,946	38.5	145,217	33,325	12,887
TOTAL	253,209	59.4	173,256	40.6	426,465	79,953	28,888

Since it is expected that the annual adjustment rate will increase in subsequent years, all of the Areas should continue efforts to reach our objective percentage of pole ownership as early as practicable. This would reduce the effect of the higher rental rate.

Pole rental billing will be on a total state wide basis rather than by individual areas as in the past. This procedure has been concurred in by the Accounting Department and the details will be forwarded to you in a separate letter.

If you have any questions concerning the new Contract, please contact A. M. Priester, Engineering Manager - Transmission and Outside Plant, South Florida Area.

Yours truly,



Chief Engineer

Attachments

TO: Chief Engineers - Florida
General Plant Managers - Florida

cc: General Accounting Managers - Florida
Mr. E. B. Rudolph

FPL00028

PUBLIC VERSION

EXHIBIT C, NEW POLE ESTIMATES

PUBLIC VERSION

JOB COST ESTIMATE

WR Number : 4118501 Design Number : 1 Design Description : STANDARD

WR Type : DESG Job Type : 79A - CAP-New Residential Job Code :

WR Description : 45/1 bare pole now has 45/2 pole

Job Address : N/A 45/1 CCA Bare Pole cost for FERC
Miami

Project
Mgmt. Area SP
SVC Ctr DCP
Assigned To Erik Dillenkofer
Designed By David Carroll

Items	Install	Remove	Abandon	Estimated Construction Man Hours		
Poles	1	0	0			
Primary Wire	0	0	0	Overhead	3	0
Street Lights	0	0	0	Underground	0	0
Transformers	0	0	0	Cable Splicer	0	0
Switch Cabinets	0	0	0	Total	3	0
Pri. UG Conductor	0	0	0			

Customer Contribution	
Cash	0
Material & Labor	0
Total	0

IO # : CNTR RATE : Company LABOR RATE :
ENTITY : EAR :

Total Cost of Job \$894.37 + Salvage Cost \$0 = Authorized Amount \$894

ESTIMATE OF COST

Retirements			Property Additions, Operations & Maintenance				
Orig. Cost Acct 108.2	Salvage Cost Acct 108.4	Removal Cost Acct 108.3	Description	Labor Vehicle & Misc.	Materials	Other	Total
0	0	0	CAPITAL	375	374	0	749
			ENGR & OVERHEAD			145	145
0	0	0	TOTAL CHARGBL TO WR	375	374	145	894
			OPERATION & MAINTENANCE	0	0	0	0
			NET PLANT ITEMS - P		0		0
			TOTAL COST OF WR	375	374	145	894
			SALVAGE		0		0
			TOTAL COST OF JOB	375	374	145	894

APPROVAL / AUTHORIZATION

CAP: 100.00% O&M: 0.00%

Approval Required From Approved By Date Status

Required Date : 12/12/2020

Last Estimated Date : 07/23/2019

FPL00030

PUBLIC VERSION

STORMS Work Management Application Environment: WMS_PROD Login : amf0cdx - [M/A: SP Work Request #: 4118501 Tracking]

File Edit View Display Initiate Design Schedule Reporting Closing Application Window Help

WR Audit Key Dates Percentage Complete Associated WR Actual Cost Details

	Asset	Est Qty	Asb Qty	Act Qty	Req Qty
010000018 - Dummy Asset Material "EA"	Y	1.00	0.00	0.00	0.00
151194005 - FLE,45'CCA,CLASS 2	Y	1.00	0.00	0.00	0.00
010000003 - * Dummy Purchase Item	N	1.00	0.00	0.00	0.00

PUBLIC VERSION

JOB COST ESTIMATE

WR Number : 4118515 Design Number : 1 Design Description :

WR Type : DESG Job Type : 79A - CAP-New Residential Job Code :

WR Description : 35/4 bare pole

Job Address : N/A 35/4 CCA Bare Pole cost for FERC
Miami

Project
Mgmt. Area SP
SVC Ctr DCP
Assigned To Erik Dillenkofer
Designed By David Caroli

Items	Install	Remove	Abandon
Poles	1	0	0
Primary Wire	0	0	0
Street Lights	0	0	0
Transformers	0	0	0
Switch Cabinets	0	0	0
Pri. UG Conductor	0	0	0

Estimated Construction Man Hours		
	Company	Contractors
Overhead	2	0
Underground	0	0
Cable Splicer	0	0
Total	2	0

Customer Contribution	
Cash	0
Material & Labor	0
Total	0

IO # :

CNTR RATE : Company LABOR RATE :

ENTITY : EAR :

Total Cost of Job \$633.64 + Salvage Cost \$0 = Authorized Amount \$634

ESTIMATE OF COST

Retirements			Property Additions, Operations & Maintenance				
Orig. Cost Acct 108.2	Salvage Cost Acct 108.4	Removal Cost Acct 108.3	Description	Labor Vehicle & Misc.	Materials	Other	Total
0	0	0	CAPITAL	337	193	0	530
			ENGR & OVERHEAD			104	104
0	0	0	TOTAL CHARGBL TO WR	337	193	104	634
			OPERATION & MAINTENANCE	0	0	0	0
			NET PLANT ITEMS - P		0		0
			TOTAL COST OF WR	337	193	104	634
			SALVAGE		0		0
			TOTAL COST OF JOB	337	193	104	634

APPROVAL / AUTHORIZATION

CAP: 100.00% O&M: 0.00%

Approval Required From Approved By Date Status

Required Date : 12/12/2020

Last Estimated Date : 07/23/2019

FPL00032

PUBLIC VERSION

STORMS Work Management Application Environment: WMS_PROD Login : amf0cxk - [M/A: SP Work Request #: 4118515 Tracking]

File Edit View Display Initiate Design Schedule Reporting Closing Application Window Help

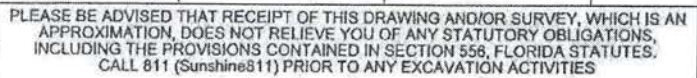
WR Audit Key Dates Percentage Complete Associated WR Actual Cost Details

	Asset	Est Qty	Asb Qty	Act Qty	Req Qty
151180000 - PLE 35'CCA CLASS 4	Y	1.00	0.00	0.00	0.00
010000003 - * Dummy Purchase Item	N	1.00	0.00	0.00	0.00

EXHIBIT D, REPLACEMENT POLE ESTIMATE

[] ROCK

LOC 1.1: RETURN TRIP
TO PULL POLE

Page 1 of 1

PUBLIC VERSION

JOB COST ESTIMATE

WR Number : 8964385

Design Number : 1

Design Description :

WR Type : DESG

Job Type : 61A - CAP-DSP Pole Replacement Program

Job Code :

WR Description : F401831 ATTwith FPL POLE REPLACEMENT

Job Address : 401831 JUPITER SUB
JUPITER

Project	2018 Pole Inspection, YE
Mgmt. Area	WB
SVC Ctr	JPO
Assigned To	Rosirys Quezada
Designed By	FPLBATCH13

Items	Install	Remove	Abandon
Poles	1	1	0
Primary Wire	0	0	0
Street Lights	0	0	0
Transformers	0	0	0
Switch Cabinets	0	0	0
Pri. UG Conductor	0	0	0

Estimated Construction Man Hours		
	Company	Contractors
Overhead	30	0
Underground	5	0
Cable Splicer	0	0
Total	35	0

Customer Contribution	
Cash	0
Material & Labor	0
Total	0

CNTR RATE : Company

LABOR RATE :

IO # :

ENTITY :

EAR :

Total Cost of Job \$6876.79 + Salvage Cost \$0 = Authorized Amount \$6877

ESTIMATE OF COST

Retirements			Property Additions, Operations & Maintenance				
Orig. Cost Acct 108.2	Salvage Cost Acct 108.4	Removal Cost Acct 108.3	Description	Labor Vehicle & Misc.	Materials	Other	Total
113	0	1,519	CAPITAL	4,180	908	0	5,087
			ENGR & OVERHEAD			1,006	1,006
113	0	1,519	TOTAL CHARGBL TO WR	4,180	908	1,006	6,093
			OPERATION & MAINTENANCE	784	0	0	784
			NET PLANT ITEMS - P		0		0
			TOTAL COST OF WR	4,964	908	1,006	6,877
			SALVAGE		0		0
			TOTAL COST OF JOB	4,964	908	1,006	6,877

APPROVAL / AUTHORIZATION

CAP: 88.60% O&M: 11.40%

Approval Required From

Approved By

Date

Status

Required Date : 12/31/2019

Last Estimated Date : 08/01/2019

FPL00036

PUBLIC VERSION

File Edit View Display Initiate Design Schedule Reporting Closing Application Window Help						

PUBLIC VERSION

EXHIBIT E, 1961 JOINT USE AGREEMENT

Filed May 1, 1961
Effective Jan 1, 1960

20021

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PUBLIC VERSION

00022

THIS AGREEMENT, made this 1st day of May 1961, by and between FLORIDA POWER & LIGHT COMPANY, incorporated under the laws of the State of Florida, hereinafter called the "Electric Company", party of the first part, and SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, a corporation of the State of New York, hereinafter called the "Telephone Company", party of the second part;

WITNESSETH:

WHEREAS, the Electric Company and the Telephone Company desire to cooperate in accordance with the "Principles and Practices for the Joint Use of Wood Poles by Supply and Communication Companies" as contained in the report of the Joint General Committee of the Edison Electric Institute and the Bell Telephone System dated July, 1945, and amendments thereto, and to establish joint use of their respective poles when and where joint use shall be of mutual advantage; and

WHEREAS, the conditions determining necessity or desirability of joint use depend upon service requirements to be met by both parties, including considerations of safety and economy, and each of them should be the judge of what the character of its circuits should be to meet its service requirements and as to whether or not these service requirements can be properly met by joint use of poles;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS

For the purpose of this agreement, the following terms, when used herein, shall have the following meanings:

- A. STANDARD SPACE - means sufficient space on a joint use pole for use of each party, taking into consideration requirements of the National Electrical Safety Code.

Except only as to the portion of its said space which, by the terms of the National Electrical Safety Code, may be occupied by certain attachments therein described of the other party, this space is specifically defined as follows:

- (1) for the Electric Company; the uppermost 6 feet;
 - (2) for the Telephone Company, a space of 4 feet at sufficient distance below the space of the Electric Company to provide at all times the minimum clearance required by the specifications referred to in Article IV, and at sufficient height above the ground to provide proper vertical clearance for the lowest horizontally run line wires or cables attached in such space.
- B. NORMAL JOINT USE POLE - means a pole which meets the requirements of the National Electrical Safety Code for support and clearance of supply and communication conductors under conditions existing at the time joint use is established, or is to be created under known plans of either party. Specifically, a normal joint use pole under this agreement shall be a 40 foot class 5 wood pole, complete with pole ground of #6 copper or equivalent.

The foregoing definition of "a normal joint use pole" is not intended to preclude the use of joint use poles shorter or of less strength than the normal joint use pole in locations where such poles will meet the known or anticipated requirements of the parties hereto.

- C. ATTACHMENTS - mean materials or apparatus now or hereafter used by either party in the construction, operation or maintenance of its plant carried on poles.
- D. OWNER - means the party owning the pole to which attachments are made.
- E. LICENSEE - means the party having the right under this agreement to make attachments to a pole of which the other party is the Owner.

ARTICLE II

TERRITORY AND SCOPE OF AGREEMENT

- A. This agreement is based on the premise that each party shall own approximately one-half of the total number of poles jointly used.
- B. This agreement shall apply to all poles of each party that, as of this date, are used jointly by both parties.
- C. This agreement shall apply to all poles of each party that are hereafter erected or acquired excepting poles which in the Owner's judgment are necessary for its sole use.

PUBLIC VERSION

- D. This agreement shall be extended to include poles not covered by Sections B and C of this Article, upon mutual agreement of the parties, in each specific case.

ARTICLE III

PERMISSION OF JOINT USE

Each party hereto hereby permits joint use by the other party of any of its poles when brought under this agreement as herein provided, subject to the terms and conditions herein stated.

ARTICLE IV

SPECIFICATIONS

- A. Joint use of poles covered by this agreement shall at all times be in conformity with terms and provisions of the current issue of the National Electrical Safety Code, as to minimum requirements, and such revisions and amendments thereto from time to time as may be necessary by reason of developments and improvements in the art as may be mutually agreed upon and approved in writing by the Chief Engineer of the Electric Company and the Chief Engineer of the Telephone Company.
- B. Edison Electric Institute Publication M-12, a report of the Joint Committee on Plant Coordination of the Edison Electric Institute and the Bell Telephone System, based on the National Electrical Safety Code, and such revisions and amendments thereto as may be made from time to time is to be used as a guide in administration of this agreement.

ARTICLE V

RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS

- A. The Owner will obtain a right of way, suitable for both parties on joint use poles insofar as practicable. Right of way easements shall be in sufficient detail for identification and recording when required. Easements shall be subject to inspection by the other party upon request.
- B. Where reasonably practicable, the new right of way obtained will extend 6 feet on each side of the center of the pole line except where dedication or grant otherwise restricts, and shall be cleared of undergrowth to the extent practicable for the protection of the circuits of both parties.

- C. Trimming, insofar as side clearance, shade trees, etc., are concerned, where the normal clearing of the right of way swath is insufficient, shall be the responsibility of each party for its own circuits. Where it is mutually agreed that subsequent trimming is beneficial to both parties, the parties shall agree beforehand upon an equitable sharing of costs.
- D. While the Owner and the Licensee will cooperate as far as may be practicable in obtaining rights of way for both parties on joint use poles, no guarantee is given by the Owner of permission from property owners, municipalities or others for the use of poles by the Licensee, and if objection is made thereto and the Licensee is unable to adjust the matter satisfactorily within a reasonable time, the Owner may at any time upon thirty (30) days' notice in writing to the Licensee, require the Licensee to remove its attachments from the poles involved, and the Licensee shall, within thirty (30) days after receipt of said notice, remove its attachments from such poles at its sole expense. Should the Licensee fail to remove its attachments as herein provided, the Owner may remove them at the Licensee's expense without any liability whatever for such removal or the manner of making it, for which expense the Licensee shall reimburse the Owner on demand.

ARTICLE VI

PROCEDURE FOR ATTACHMENTS AND POLES

- A. On pole lines of either party where joint use of poles has been established or is common practice, either party desiring to place attachments on a pole owned by the other may do so without prior notification or specific permission, provided:
- (1) The proposed attachments are not of unusual size or character as determined by common usage in that area;
 - (2) The addition of the proposed attachments will not violate strength, clearances, or other specifications referred to in Article IV;
 - (3) The owner of the pole has not specifically excluded that pole, pole line or general type of construction from joint use by previous agreement or written notification.

PUBLIC VERSION

B. Whenever either party desires to place attachments on a pole of the other that does not fulfill the requirements of preceding Section A, or desires the Owner to replace existing or erect additional poles to accommodate the proposed attachments, it shall make a written request with respect thereto to the Owner. Such request shall specify the location and description of the pole or poles in question. Within ten (10) days after receipt of such request, the Owner shall notify the applicant in writing that one or more of the following applies:

- (1) The pole or poles in question are excluded from joint use under the provisions of Article II, Section C, or
- (2) The attachments may be made as proposed and any additions, rearrangements or changes to Owner's facilities necessary to accommodate the proposed attachments shall be made at Owner's expense, or
- (3) The attachments may be made as proposed, but the nature of the attachments is such that construction in addition to that required for normal joint use is necessary, or the pole was not originally erected for joint use, and the Licensee shall participate in the cost in accordance with Section 7 of this Article. In such cases, the Owner will include a description of work to be done and specify estimated charges to the Licensee. The Licensee will then notify the Owner within ten (10) days whether or not the Owner should proceed with the necessary work.

C. (1) Except as otherwise provided in Section C (5) of this Article, whenever the Owner of an existing or proposed joint use pole line is requested by the Licensee to erect an additional pole, or to replace an existing pole, to accommodate the attachments of the Licensee, the Owner shall promptly erect or replace said pole without cost to the Licensee, provided that:

- (a) A normal joint use pole is sufficient for the requirements of the Licensee, and
 - (b) The required pole, at the time of its erection or in the foreseeable future, will, in the opinion of the Owner, be of direct benefit to the Owner.
- (2) Whenever the Licensee requests the Owner of an existing or proposed joint use pole line to erect an additional pole which at the time of its erection or in the foreseeable future will not, in the opinion of the Owner,

be of direct benefit to the Owner, the Owner shall promptly erect said pole and the Licensee shall pay to the Owner the entire cost of the pole in place plus the associated cost of attaching and/or rearranging the Owner's facilities, if any.

- (3) Whenever the Owner is requested to erect an additional or replacement pole taller or stronger than the normal joint use pole, the extra height and strength of which is due wholly to the Licensee's requirements, the Owner shall promptly erect such pole and the Licensee shall pay to the Owner a sum equal to the difference between the cost in place of such pole and the cost in place of a normal joint use pole plus, in the case of a replacement pole, a sum equal to the unused life of the pole replaced (in plant cost of pole replaced plus removal cost less salvage). Where the extra height and strength is due to the requirements of both parties, or is needed in order to meet the requirements of public authority or of property owners, the Licensee shall pay to the Owner one-half the foregoing amount. For administrative purposes, a simplified method of billing mutually acceptable and annually adjusted may be utilized.
- (4) Whenever the Owner of an existing or proposed joint use pole line is required to erect an additional pole in the line for his use, the Licensee shall attach his wires thereto at no cost to the Owner.
- (5) Whenever the Licensee requests the Owner of an existing non-joint use pole or pole line to make such changes as may be necessary to accommodate attachments proposed by the Licensee and, at the time of its erection, joint use was not desired by the other party, or construction for joint use was obviously not appropriate, the Licensee shall pay to the Owner the entire cost of changes to the pole or pole line necessary to accommodate the proposed attachments, including the associated cost of attaching and/or rearranging the Owner's existing facilities, if any. Credit shall be allowed the Licensee for unused life, if any, of facilities replaced by the Owner in connection with such work.
- (6) Whenever, in any emergency, the Licensee replaces a pole of the Owner, the Owner shall reimburse the Licensee all costs and expenses that would otherwise not have been incurred by the Licensee if the Owner had made the replacement; and the Owner shall deliver

PUBLIC VERSION

to the Licensee a pole of equal height and strength as that used in the replacement.

- D. Whenever it is necessary to replace or change the location of a jointly used pole, the Owner shall, before making such replacement or change in location, give notice thereof in writing (except in cases of emergency when verbal notice can be given and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such proposed replacement or relocation, and the Licensee shall, at the time so specified or as soon as practicable thereafter, transfer its attachments without cost to the Owner.
- E. Whenever either party determines that an additional pole line or an extension to an existing pole line is necessary and such pole line is not excluded from joint use under the provisions of Article II, it shall notify the other in writing at least thirty (30) days before work is scheduled to begin (shorter notice, including verbal notice subsequently confirmed in writing may be given in cases where circumstances require) of its requirements in connection with the proposed construction. The other party shall reply in writing within ten (10) days whether or not joint use either immediately or in the foreseeable future is desired. If joint use is desired, the party owning the least number of joint use poles shall erect the poles required for the proposed addition unless the parties mutually agree otherwise. If joint use of the proposed addition is not desired, the proposed addition when completed becomes a non-joint use line. If, at a later date, joint use of such pole line becomes desirable, the Licensee shall pay to the Owner the entire cost associated with making the line suitable for joint use, except as otherwise provided in Article VI, Section C-1.
- F. In any case where the parties hereto shall conclude arrangements for the joint use hereunder of any new poles to be erected, the Owner of such poles shall be determined by mutual agreement, to the end that each party hereto shall at all times own approximately one-half the total number of poles jointly used under this agreement. In the event of disagreement, as to ownership, the party then owning the smaller number of joint poles under this agreement, shall erect the new joint poles and be the owner thereof.
- G. The parties hereto agree that mixed ownership of poles in short sections of lines is undesirable and the divisions of ownership shall normally be made at street intersections or other geographical reference points. This does not preclude either party from erecting service poles or guy poles for its

sole use even though these poles may be used at some future date by the other party.

- H. Except as herein otherwise expressly provided, each party shall place, maintain, rearrange, transfer and remove its own attachments, and shall at all times perform such work promptly and in such a manner as not to interfere with work being done by the other party.
- I. Each party will install anchors and guy wires necessary to hold its own attachments unless mutually agreed otherwise.
- J. When replacing a jointly used pole carrying attachments such as terminals on aerial cable or underground connections, the new pole shall be set in the same hole which the replaced pole occupied, unless special conditions make it necessary or mutually desirable to set it in a different location.

ARTICLE VII

MAINTENANCE OF POLES AND ATTACHMENTS

- A. The Owner shall, at its own expense, maintain its joint use poles in safe and serviceable condition, and in accordance with Article IV of this agreement and the requirements of the National Electrical Safety Code, and shall replace subject to the provisions of Article VI, such of said poles as become defective.
- B. Each party shall, at its own expense, at all times maintain all of its attachments in accordance with Article IV of this agreement and the National Electrical Safety Code and keep them in safe condition and thorough repair.

ARTICLE VIII

PROCEDURE WHEN CHARACTER OF CIRCUITS IS CHANGED

- A. Where joint use has been established and either party desires to change the character or operating condition of its circuits on such joint poles, so that they are not covered by the terms of the governing specifications, such party shall give sixty (60) days notice to the other party of such contemplated change; and in the event that the other party agrees to joint use with such changed circuits, then joint use of such poles shall be continued, and the construction

shall be in accordance with the terms of the governing specifications and of the National Electrical Safety Code, and such revisions thereof as may be made from time to time. In no case shall a change in distribution voltage be construed as a change in character of circuits.

- B. In the event, however, that the other party fails within thirty (30) days from the receipt of such notice to agree in writing to such change, then both parties shall cooperate in accordance with the following plan: (1) The parties hereto shall determine what circuits shall be removed from the joint poles involved, and the net cost of establishing in a new location such circuits or lines as may be necessary to furnish the same business facilities that existed in the joint use referred to at the time such change was decided upon; and (2) the costs of moving such circuits to the new location shall be equitably apportioned between the parties hereto. In the event of disagreement as to which party's circuits shall be removed from such joint poles, the circuits whose moving shall involve the least total cost shall be moved to the new location. In the event of disagreement as to what constitutes an equitable apportionment of such costs, the said costs shall be borne by the Licensee.
- C. Unless otherwise agreed by the parties, ownership of any new line constructed under the foregoing provision in a new location shall vest in the party for whose use it is constructed. The net cost of establishing service in the new location shall be exclusive of any increased cost due to the substitution for the existing facilities of other facilities of a substantially new or improved type or of increased capacity, but shall include the cost of the new pole line including rights of way, the cost of removing attachments from the old poles to the new location and the cost of placing the attachments on the poles in the new location.

ARTICLE IX

BILLS AND PAYMENTS FOR WORK

Upon the completion of work performed hereunder by either party, the expense of which is to be borne wholly or in part by the other, the party performing the work shall present to the other party, within forty-five (45) days after the completion of such work, a statement showing the amount due, and such other party shall, within forty-five (45) days after such statement is presented, pay such amount.

ARTICLE X

ABANDONMENT OF JOINTLY USED POLES

- A. If the Owner desires at any time to abandon any jointly used pole, it shall give the Licensee notice in writing to that effect at least thirty (30) days prior to the date on which it intends to abandon such pole. If, at the expiration of said period, the Owner shall have no attachments on such pole but the Licensee shall not have removed all of its attachments therefrom, such pole shall thereupon become the property of the Licensee, and the Licensee shall save harmless the former Owner of such pole from all obligation, liability, damages, cost, expenses or charges incurred thereafter, because of, or arising out of the presence or condition of such pole or any attachments thereon; and shall pay the Owner a sum equal to the then value in place of such abandoned pole, or such other equitable sum as may be agreed upon between the parties. Credit shall be allowed for any payments which the Licensee may have made toward the cost of the pole when originally set, provided the Licensee furnishes proof of such payment.
- B. The Licensee may at any time abandon the use of a joint use pole by removing therefrom any and all attachments it may have thereon and by giving due notice thereof in writing to the Owner.

ARTICLE XI

RENTAL AND PROCEDURE FOR PAYMENT

The parties contemplate that the use of or reservation of space on poles by each party, as Licensee of the other under this agreement, shall be reciprocal and mutual insofar as this may be practicable.

- A. In the event the number of poles occupied by one of the parties as Licensee under this agreement, or specifically reserved for Licensee's use during any one year, shall exceed the number of poles occupied by the other party, or specifically reserved for such party's use during such year, the party occupying the greater number of poles shall pay to the other party as rental the sum of \$3.60 for each pole comprising the excess, as hereinafter provided.
- B. Within 30 days after the first day of January, 1961, and within 30 days after the first day of January each year

thereafter, during the time this agreement shall be in effect, each party hereto shall submit to the other a written statement setting forth the number of joint use poles which are owned as of the first day of January by the party submitting such statement.

- C. Within 60 days after the receipt of such written statement, the party occupying the greater number of jointly used poles as Licensee, unless such party disputes the accuracy of such statement within ten (10) days from the receipt thereof, shall pay to the other party the rental provided for in this Article, based on the excess number of poles as shown in such written statement.
- D. Effective with the date of this agreement and during the life of this agreement, unless otherwise agreed upon, subsequent joint field inventories are to be made at intervals not to exceed five (5) years. Upon completion of such inventories, the office records for the areas inventoried will be adjusted accordingly and subsequent billing will be based on the adjusted numbers of attachments. The adjustment in the numbers of attachments is also to be prorated on a straight-line basis over the years elapsed since the preceding inventory. Retroactive billing for the prorated adjustment will be computed by years and compared with the actual billing with any difference added or credited to the normal billing for the year following such inventory.

ARTICLE XII

PERIODIC REVISION OF RENTAL PAYMENT RATE

At any time after four (4) years from the effective date of this agreement, and at intervals of not less than five (5) years thereafter, the rental payment rate applicable under this agreement shall be subject to review and revision upon the written request of either party. If the parties fail to agree upon a revision of such rate within six months of the date of said written request, the party owning the smaller number of poles shall, at its option, either (1) purchase at the in plant cost less depreciation, a sufficient number of poles from the party owning the larger number, to satisfactorily equalize ownership, or (2) pay a revised rate per pole equal to one half of the annual fixed charges on the average unit in plant cost of all of the poles of both companies covered by this agreement. Upon revision, the new rental rate shall apply starting with the annual bill next rendered and continuing until again revised.

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ARTICLE XIII

DEFAULTS

If either party shall be in default in fulfilling any of its obligations under this agreement and such default shall continue thirty (30) days after notice thereof in writing from the other party, all rights of the party in default hereunder pertaining to the establishment of future joint use shall be suspended, and if such default shall continue for a period of ninety (90) days after such suspension, the other party may forthwith terminate the right of both parties to make additional attachments. Any such termination of right to make additional attachments by reason of any such default shall not, however, abrogate or terminate the right of either party to maintain the attachments theretofore made on the poles of the other, and all such prior attachments shall continue thereafter to be maintained pursuant to and in accordance with the terms of this agreement, which agreement shall, so long as said attachments are continued, remain in full force and effect solely for the purpose of governing and controlling the rights and obligations of the parties with respect to said attachments.

ARTICLE XIV

LIABILITY AND DAMAGES

Whenever any liability is incurred by either or both of the parties hereto for damages for injuries to the employees or for injury to the property of either party, or for injuries to other persons or their property, arising out of the joint use of poles under this agreement, or due to the proximity of the wires and fixtures of the parties hereto attached to the jointly used poles covered by this agreement, the liability for such damages, as between the parties hereto, shall be as follows:

- A. Each party shall be liable for all damages for such injuries to persons or property caused solely by its negligence or solely by its failure to comply at any time with the specifications as provided herein.
- B. Each party shall be liable for all damages for such injuries to its own employees or its own property that are caused by the concurrent negligence of both parties hereto or that are due to causes which cannot be traced to the sole negligence of the other party.
- C. Each party shall be liable for one-half (1/2) of all damages for such injuries to persons other than employees of either

party, and for one-half (1/2) of all damages for such injuries to property not belonging to either party that are caused by the concurrent negligence of both parties hereto or that are due to causes which cannot be traced to the sole negligence of the other party.

- D. Where, on account of injuries of the character described in the preceding paragraphs of this Article, either party hereto shall make any payments to injured employees or to their relatives or representatives in conformity with (1) the provision of any workmen's compensation act or any act creating a liability in the employer to pay compensation for personal injury to an employee by accident arising out of and in the course of the employment, whether based on negligence on the part of the employer or not, or (2) any plans for employees' disability benefits or death benefits now established or hereafter adopted by the parties hereto or either of them, such payments shall be construed to be damages within the terms of the preceding paragraphs numbered "A" and "B" and shall be paid by the parties hereto accordingly.
- E. All claims for damages arising hereunder that are asserted against or affect both parties hereto shall be dealt with by the parties hereto jointly; provided, however, that in any case where the claimant desires to settle any such claim upon terms acceptable to one of the parties hereto but not to the other, the party to which said terms are acceptable may, at its election, pay to the other party one-half (1/2) of the expense which such settlement would involve, and thereupon said other party shall be bound to protect the party making such payment from all further liability and expense on account of such claim.
- F. In the adjustment between the parties hereto of any claim for damages arising hereunder, the liability assumed hereunder by the parties shall include, in addition to the amounts paid to the claimant, all expenses incurred by the parties in connection therewith, including costs, attorneys' fees, disbursements and other proper charges and expenditures.

ARTICLE XV

EXISTING RIGHTS OF OTHER PARTIES

If either of the parties hereto has, prior to the execution of this agreement, conferred upon others, not parties to this agreement, by contract or otherwise, rights or privileges to use

any poles covered by this agreement, nothing herein contained shall be construed as affecting said rights or privileges, and either party hereto shall have the right, by contract or otherwise, to continue and extend such existing rights or privileges, and to contract or otherwise make arrangements with others, not parties to this agreement, for the use of any pole covered or not covered by this agreement; it being expressly understood, however, that for the purpose of this agreement, the attachments of any such other party shall be treated as attachments belonging to the party hereto who made such outside arrangement, and the right, obligations and liabilities hereunder of such party hereto in respect to such attachments shall be the same as if it were the actual Owner thereof. Where municipal regulations require either party to allow the use of its poles for fire alarm, police or other like signal systems, such use shall be permitted under the terms of this Article.

ARTICLE XVI

SERVICE OF NOTICES

Whenever, in this agreement, notice is provided to be given by either party hereto to the other, such notice shall be in writing and given by letter mailed, or by personal delivery, to the Chief Engineer of the Electric Company at its office in Miami, Florida, or to the Chief Engineer of the Telephone Company at its office in Jacksonville, Florida, as the case may be, or to such other address as either party may, from time to time designate in writing for that purpose.

ARTICLE XVII

EFFECTIVENESS AND TERMINATION OF AGREEMENT

This agreement shall become effective as of the first day of January, 1960, and shall continue in full force and effect thereafter until terminated insofar as the making of additional attachments is concerned, by either party giving to the other one (1) year's notice in writing of intention to terminate the right of making additional attachments. Any such termination of the right to make additional attachments shall not, however, abrogate or terminate the right of either party to maintain the attachments theretofore made on the poles of the other, and all such prior attachments shall continue thereafter to be maintained in accordance with the terms of this agreement, which agreement shall, so long as said attachments are continued, remain in full force and effect solely for the purpose of governing

and controlling the rights and obligations of the parties with respect to said attachments.

ARTICLE XVIII

ASSIGNMENT OF RIGHTS

Except as otherwise provided in this agreement, neither party hereto shall assign or otherwise dispose of this agreement, in whole or in part, without the written consent of the other party; except that either party shall have the right to mortgage any or all of its property, rights, privileges and franchises, or lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character as that of such party, or to enter into any merger or consolidation. In case of the foreclosure of such mortgage, or in case of such lease, transfer, merger or consolidation, its rights and obligations hereunder shall pass to such successors and assigns. Subject to all of the terms and conditions of this agreement, either party may permit any corporation conducting a business of the same general character as that of such party, and with which it is affiliated, to exercise the rights and privileges of this agreement, in the conduct of its said business. For the purpose of this agreement, all attachments maintained on any pole by the permission as aforesaid of either party hereto shall be considered as the attachments of the party granting such permission, and the rights, obligations and liabilities of such party under this agreement, in respect to such attachments, shall be the same as if it were the actual Owner thereof.

ARTICLE XIX

WAIVER OF TERMS OR CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall remain at all times in full force and effect.

ARTICLE XX

EXISTING CONTRACTS

All existing agreements between the parties hereto for the joint use of wood poles upon a rental basis within the territory

covered by this agreement, are, by mutual consent, hereby abrogated and annulled.

ARTICLE XXI

SUPPLEMENTAL ROUTINES AND PRACTICES

Nothing herein shall preclude the parties to this agreement from preparing such supplemental operating routines or working practices as they mutually agree to be necessary or desirable to effectively administer the provisions of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate, and their corporate seals to be affixed by their respective officers thereunto duly authorized, on the day and year first above written.

FLORIDA POWER & LIGHT COMPANY

Witnesses:

Eloise Schoenack
Diane Scanlon

By:

Ben H. Fuqua
 Vice President

Attest:

W. J. Baylark
 Secretary

Seal

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY

Witnesses:

H. Bayer
Stanley D. [unclear]

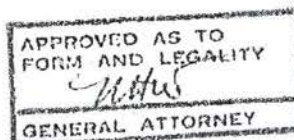
By:

[Signature]
 Vice President & General Manager

Attest:

G. W. [unclear]
 Secretary

Seal



THIS SUPPLEMENTAL AGREEMENT, made this 1st day of March 1969, by and between Florida Power & Light Company, a corporation of the State of Florida, hereinafter called the "Electric Company", and Southern Bell Telephone and Telegraph Company, a corporation of the State of New York, hereinafter called the "Telephone Company";

WITNESSETH, that,

WHEREAS, the parties hereto made a Joint Use Pole Agreement, dated the 1st day of May, 1961, covering the joint use of certain of their poles located in the State of Florida; and

WHEREAS, the parties hereto, now desire to amend said Agreement above referred to in the particulars hereinafter set forth;

NOW, THEREFORE, the parties hereto, for and in consideration of the premises and mutual covenants herein contained, do hereby, for themselves, their successors and assigns, covenant and agree as follows:

1. That Article VI C (6) which reads as follows: "Whenever, in any emergency, the Licensee replaces a pole of the Owner, the Owner shall reimburse the Licensee all costs and expenses that would otherwise not have been incurred by the Licensee if the Owner had made the replacement; and the Owner shall deliver to the Licensee a pole of equal height and strength as that used in the replacement."

is hereby changed to read:

Whenever, in any emergency, the Licensee replaces a pole of the Owner, the Owner shall reimburse the Licensee all costs and expenses that would otherwise not have been incurred by the Licensee if the Owner had made the replacement and the Owner shall reimburse the Licensee the current in-stores cost of such replacement poles, plus the applicable store handling charges.

PUBLIC VERSION

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2. That, except as herein amended by this Supplemental Agreement, said Agreement dated the 1st day of May, 1961, shall remain in full force according to its terms, and this Supplemental Agreement shall not be deemed to make any change in said Agreement except such change as is specifically set forth herein.

FLORIDA POWER & LIGHT CO.

By *Ben H. Hargun*

Vice-President

ATTEST:

[Signature]
Assistant Secretary

WITNESS:

Therese J. Schenck
Julia A. Cook

SOUTHERN BELL TELEPHONE
AND TELEGRAPH COMPANY

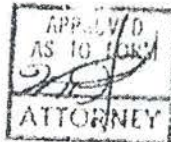
By *[Signature]*

Vice President and
General Manager

~~ATTEST~~

WITNESS:

Nathan H. Wilson
Charles H. Hargun



PUBLIC VERSION

EXHIBIT F, EEI-BELL REPORT

PUBLIC VERSION

Reports of
Joint General Committee

of
Edison Electric Institute

and

Bell Telephone System

on

**Physical Relations Between Electrical Supply
and Communication Systems**

REISSUED

JULY, 1945

Additional copies of this report may be obtained by Power Companies from the Edison Electric Institute (Publication No. 4M5) and by Associated Bell Companies from the Department of Operation and Engineering of the American Telephone and Telegraph Company.

FPL00050

REPORTS OF
JOINT GENERAL COMMITTEE
of
EDISON ELECTRIC INSTITUTE
and
BELL TELEPHONE SYSTEM

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PUBLIC VERSION
JOINT GENERAL COMMITTEE
OF
EDISON ELECTRIC INSTITUTE
AND BELL TELEPHONE SYSTEM

New York, July 9, 1945.

MEMBER COMPANIES OF E.E.I.

ASSOCIATED COMPANIES OF BELL SYSTEM:

For a number of years the following reports of the Joint General Committee of the NELA and Bell Telephone System have formed a satisfactory basis for the coordination of the electrical facilities of electric supply companies and communication facilities of the Bell System.

Principles and Practices for the Inductive Coordination of Supply and Signal Systems — December 9, 1922.

Principles and Practices for the Joint Use of Wood Poles of Supply and Communication Companies — Feb. 15, 1926.

Allocation of Costs Between Supply and Communication Companies — October 15, 1926.

The supply of copies of the original issue of these reports has been exhausted and accordingly they have been reprinted. In this reissue the three reports have been included under a single cover. A few editorial changes have been made which involve no change in substance.

H. B. Bryans

W. H. Sammis

E. C. Stone

Edison Electric Institute Representatives

M. R. Sullivan

K. S. McHugh

Bell System Representatives

JOINT GENERAL COMMITTEE

The Principles and Practices which are now being reissued under a single cover have, during the past two decades, contributed greatly to the successful operations of the power and telephone industries, and because they have promoted cooperation between these industries, they have benefited the general public. It seems appropriate in connection with this reissue to review the development of these Principles and Practices however, for brevity, omitting mention of all but the original organization.

Previous to 1921, structural and inductive interference problems were giving rise to increasing numbers of controversies between Bell Telephone Companies and Power Companies throughout the country. Early in 1921, therefore, a group of power and telephone men met to discuss the possibilities of a basis for an engineering solution of the problems concerned. Mr. Owen D. Young presided at that meeting and there was formed the Joint General Committee of the National Electric Light Association and Bell Telephone System with the following membership:

Messrs. O. D. YOUNG, *Chairman*,
General Electric Company,
R. H. BALLARD,
Southern California Edison Company,
M. R. BUMP,
H. L. Doherty & Company,
H. M. BYLLESBY, Represented by R. F. Pack,
H. M. Byllesby & Company,
J. J. CARTY,
American Telephone and Telegraph Company,
BANCROFT GHERARDI,
American Telephone and Telegraph Company,
E. K. HALL,
American Telephone and Telegraph Company,
L. H. KINNARD,
The Bell Telephone Company of Pennsylvania,
MARTIN J. INSULL,
Middle West Utilities Company,
ROBERT LINDSAY,
Cleveland Electric Illuminating Company,
BEN S. READ,
The Mountain States Telephone and Telegraph Company,
PAUL SPENCER,
United Gas Improvement Company,
GUY E. TRIPP,
Westinghouse Electric & Manufacturing Company,
M. H. AYLESWORTH, *Secretary*,
National Electric Light Association,

Messrs. Bump, Pack and Gherardi were designated as an Engi-

neering Subcommittee representing both interests with instructions to classify the types of situations in which engineering or technical conflicts were arising. They selected a committee of engineers whose instructions were to proceed with a classification of the types of problems concerned under two divisions (a) those for which a standard had been accepted by both parties and (b) those for which there were no existing standards. Their further instructions were to approach the various problems in the broadest possible spirit of cooperation, with the double objectives of the removal of causes of friction and the early development of mutually satisfactory practices. This committee of engineers consisted of Messrs. H. P. Charlesworth, S. P. Grace, H. S. Osborne and H. S. Warren, representing the Bell Telephone System and Messrs. W. J. Canada, A. E. Silver and F. H. Lane, representing the NELA. Mr. H. L. Wills later succeeded Mr. Canada.

The Engineering Subcommittee in its first report found that the National Electrical Safety Code provided an acceptable guide to practice for problems involving crossings, conflicting construction and jointly occupied poles, and recommended, as to parallel construction, general principles pointing the way to the satisfactory solution of specific cases. After further work the subcommittee prepared the more comprehensive reports which are generally known as the Principles and Practices, and which with minor editorial changes are reproduced in this booklet.

Early in its work the Engineering Subcommittee found that there was need for mutually acceptable technical data to aid in the solution of both electrical and structural coordination problems. Accordingly, the Joint Subcommittee on Development and Research was organized in 1923. Its factual reports have greatly facilitated the solution of coordination problems by the power and telephone companies and have enabled them to arrive at sound engineering answers to the new problems which have accompanied advances in the power and communication arts.

PUBLIC VERSION
FOR THE
INDUCTIVE COORDINATION OF SUPPLY AND
COMMUNICATION SYSTEMS

Scope.

These principles and practices are intended to apply to all new installations, extensions and reconstructions and to the maintenance, operation and changes of all communication and supply systems where inductive coordination may be required now or later to prevent interference with the rendering or providing of supply or communication service.

PRINCIPLES

Duty of Coordination.

(a) In order to meet the reasonable service needs of the public, all supply and communication circuits with their associated apparatus should be located, constructed, operated and maintained in conformity with general coordinated methods which maintain due regard to the prevention of interference with the rendering of either service. These methods should include limiting the inductive influence of the supply circuits or the inductive susceptibility of the communication circuits or the inductive coupling between circuits or a combination of these, in the most convenient and economical manner.

(b) Where general coordinated methods will be insufficient, such specific coordinated methods suited to the situation should be applied to the systems of either or both kinds as will most conveniently and economically prevent interference, the methods to be based on the knowledge of the art.

Cooperation.

In order that full benefit may be derived from these principles and in order to facilitate their proper application, all utilities between whose facilities inductive coordination may now or later be necessary, should adequately cooperate along the following lines:

(a) Each utility should give to other utilities in the same general territory advance notice of any construction or change in construction or in operating conditions of its

PUBLIC VERSION

Inductive Coordination

facilities concerned, or likely to be concerned, in situations of proximity.

(b) If it appears to any utility concerned that further consideration is necessary, the utilities should confer and cooperate to secure inductive coordination in accordance with the principles set forth herein.

(c) To assist in promoting conformity with these principles, an arrangement should be set up between all utilities whose facilities occupy the same general territory, providing for the interchange of pertinent data and information including that relative to proposed and existing construction and changes in operating conditions concerned or likely to be concerned in situations of proximity.

Choice Between Specific Methods.

When specific coordinated methods are necessary and there is a choice between specific methods, those which provide the best engineering solution should be adopted.

(a) The specific methods selected should be such as to meet the service requirements of both systems in the most convenient and economical manner without regard to whether they apply to supply systems or communication systems or both.

(b) In determining what specific methods are most convenient and economical in any situation for preventing interference, all factors for all facilities concerned should be taken into consideration including present factors and those which can be reasonably foreseen.

(c) In determining whether specific methods, where necessary, shall be wholly by separation or partly by methods based on less separation, the choice should be such as to secure the greatest present and future economy and convenience in the rendering of both services.

Inductive Coordination for Existing Construction.

(a) Utilities operating supply or communication circuits should exercise due diligence in applying coordinated methods, as occasion may arise, in accordance with these principles, to existing construction.

(b) When supply or communication circuits are generally reconstructed, or when associated apparatus is rearranged or added, or when any change is made in the arrangement or characteristics of circuits, the new or changed parts should be brought into conformity with these principles.

Coordinated Locations for Lines.

Utilization of the highways is essential to the economical and efficient extension, operation and maintenance of supply and communication facilities. To avoid unduly increasing the number or difficulty of situations of inductive or other exposure incident to the use of the same highway by two different kinds of facilities, all lines should, in general, be located as follows:

(a) GENERAL LOCATION.

(1) Where the conditions and character of the circuits permit, joint use of poles by communication and supply circuits is generally preferable to separate lines when justified by considerations of safety, economy and convenience, and presuming satisfactory agreement between the parties concerned as to terms and conditions.

(2) Where communication circuits and supply circuits on the same highway are not to occupy joint poles or where either kind of circuit is alone on a highway, all communication circuits should be placed on one side of the highway and all supply circuits should be placed on the other side, so that, as far as practicable, one side of any section of a highway will be available as the communication side and one side as the supply side.

(3) Unnecessary crossings from side to side of the highway should be avoided.

(b) DETAILED LOCATION.

(1) Local Communication Lines.

Where to be located on the same highway with local supply lines, joint use is generally preferable to separate lines, except sometimes in rural districts and except where the character of circuits involved makes separate lines on opposite sides of the highway more desirable.

Inductive Coordination

Where to be located on the same highway with transmission lines, separate lines on opposite sides of the highway are generally preferable unless a large number of service wire crossings would be involved, in which case, joint use or other arrangements may be preferable.

(2) Toll or Through Communication Lines.

Where to be located on the same highway with local supply lines or lower voltage transmission supply lines, separate lines on opposite sides of the highway are generally preferable, unless a large number of service wire crossings would be involved, in which case, joint use or other arrangements may be preferable.

Where proposed for location on the same highway or to follow the same general direction with higher voltage transmission supply lines, cooperative consideration should determine whether such locations should be used, and if so, what specific coordinated methods are necessary. Where to be located on the same highway with higher voltage transmission supply lines, separate lines on opposite sides of the highway are preferable.

(3) Local Supply Lines.

Where to be located on the same highway with local communication lines, joint use is generally preferable to separate lines except sometimes in rural districts and except where the character of circuits involved makes separate lines on opposite sides of the highway more desirable.

Where to be located on the same highway with toll or through communication lines, separate lines on opposite sides of the highway are generally preferable, unless a large number of service wire crossings would be involved, in which case, joint use or other arrangements may be preferable.

(4) Transmission Supply Lines.

Where to be located on the same highway with local communication lines or shorter toll or shorter trunk communication lines, separate lines on opposite sides of the highway are generally preferable unless a large number of

service wire crossings would be involved, in which case, joint use or other arrangements may be preferable.

Where proposed for location on the same highway or to follow the same general direction with longer toll or through communication lines, cooperative consideration should determine whether such locations should be used and if so, what specific coordinated methods are necessary. Where to be located on the same highway with longer toll or through communication lines, separate lines on opposite sides of the highway are preferable.

(5) Avoidance of Overbuilding.

Overbuilding of one line by another should be avoided, where practicable. Where necessary for the two kinds of lines to occupy the same side of a highway, joint use is generally preferable to overbuilding.

(c) OTHER RIGHTS OF WAY.

The foregoing principles, although specifically mentioning highways, should also, when applicable, govern situations involving private rights of way near to each other or to highways.

Deferred General Coordination.

While communication or supply lines when alone should conform to general coordinated methods, such lines, pending the incoming or development of the other kinds of lines, may, if deemed economically advantageous, occupy locations or use types of facilities, construction and operating methods other than those conforming to general coordinated methods. However, the location and character of such facilities should be altered when and as necessary to conform to these methods upon the incoming or development of another kind of facility conforming to general coordinated methods.

Special Location and Types.

When coordination of supply and communication lines of particular types cannot be technically and economically established under the methods of coordination covered by these principles, special cooperative consideration should be given to determining what location and type of construction should be established for each line of such type.

Inductive Coordination

PRACTICES

INTRODUCTORY.

These recommended practices supplement, and are intended to be in accord with, the principles given in the foregoing. They are based on experience, and their application, in connection with the principles on "Coordinated Location of Lines" will effectively promote the inductive coordination of supply and communication systems.

In the development of these detailed practices, it has been found advisable to proceed step by step along two well defined subdivisions, namely, practices based on qualitative considerations, and those based on quantitative values. The practices given herewith cover qualitative considerations and form a basis for the later adoption of definite quantitative values where they may properly apply. It is recognized that in the growth and development of the respective utilities and as the development of the art progresses, other satisfactory methods will doubtless be devised. The fact that particular methods are specified herein does not preclude the use of other mutually satisfactory methods, nor their incorporation in these practices as they may be agreed upon.

In order that the above considerations may be carried out it is intended that the joint work on practices will be continued and that additional material will be issued from time to time as it becomes available. In the preparation of these practices, certain factors were encountered which, due to lack of complete information, could not be as fully covered at this time as their importance in inductive coordination merits. Among these factors are included certain features of the protection of communication systems, the selectivity of communication apparatus, the transposing of supply circuits outside of inductive exposures and the question of single versus multiple grounding in supply systems.

In order that the full intent of the principles may be carried out, the practices hereinafter specified as "General Coordinated Methods" should be applied to all communication and supply systems, except as deviations may be made under the principle of "Deferred Coordination." In cases of inductive exposure, where these general coordinated methods are insufficient, such of the practices hereinafter specified as "Specific Coordinated

Methods" should, in addition, be applied as will provide the best engineering solution.

MUTUALLY APPLICABLE PRACTICES

Notice and Cooperation.

Utilities between whose facilities inductive coordination is, or later may become, necessary should each give to the other advance notice of any construction or changes in construction or operation of their respective facilities. The utilities should cooperate in determining and carrying out those methods which provide the best engineering solution in each case, and to this end there should be complete interchange of information.

Limitation of Influence and Susceptiveness.

In designing, specifying or otherwise determining the location, construction and arrangement of supply or communication circuits or the quality, arrangement and suitability of materials or apparatus to be used in, or associated with, communication or supply circuits and in operating and maintaining lines and apparatus, all factors which would contribute to inductive influence or inductive susceptiveness during either normal or abnormal conditions should be limited in so far as is necessary and practicable.

Changes in Systems or Methods.

In changing systems or methods of operation, precaution should be taken to avoid increasing, and an effort made to decrease, if practicable, the influence or susceptiveness. Any abnormal condition which increases these factors should be promptly remedied. If the service requirements prevent a prompt remedy of such condition, effort should be made to reduce these effects by such other methods as are available.

Operating Instructions.

Communication companies should adopt operating instructions, specifically outlining the procedure for notification of supply companies when inductive disturbances arise on toll circuits that appear to be incidental to abnormal power influence and supply companies should adopt operating rules which outline the desirable procedure for their operators during times when a supply circuit is abnormally unbalanced.

Inductive Coordination

Records.

A record should be kept by the communication companies of disturbances on communication circuits, and the supply companies should keep a record of accidental or transient conditions on supply circuits, so that a study of such disturbances which appear to be due to accidental or transient conditions will be facilitated.

Mechanical Construction.

The mechanical design and construction of communication and supply systems should conform to good modern practice.

Maintenance.

Efforts should be made to anticipate and forestall failure of lines or equipment. Defective equipment should not be continued in service and repairs or renewals should be promptly made.

Tree Trimming.

Trees should be trimmed as necessary, due consideration being given clearances to meet weather conditions. Due diligence should be exercised in obtaining permission to trim trees when such permission is needed and such trimming should be done in accordance with good modern practice.

Insulation.

Insulators and insulating material used on communication and supply circuits should be designed, constructed and maintained so as to provide adequate mechanical and electrical strength.

PRACTICES APPLICABLE TO COMMUNICATION SYSTEMS

GENERAL COORDINATED METHODS

The following practices should be applied to all communication systems, except as deviations may be made under the principle of deferred coordination.

Power Level and Sensitivity.

The power level and sensitivity of communication circuits should be, so far as is practicable, designed and maintained at the standard recommended for the class of service involved.

Protection.

Protective devices should be such that they will not interrupt the communication circuits by operating at unnecessarily low voltages or currents.

Protective devices should be, so far as practicable, so designed, constructed and installed as not to unbalance the communication circuits.

The same type of heat coil or fuse should be used in all wires of a circuit.

Reasonable care should be used in the maintenance of all protective apparatus to avoid conditions which will unbalance or interrupt the communication circuits.

Inspections.

Adequate field inspection and routine tests of lines and apparatus should be made with a view to maintaining the electrical balance and efficiency of the circuits.

Discontinuities.

Discontinuities should be limited to the number required by the conditions.

LINES.

In order to minimize line unbalances, the resistance, inductance, capacitance and leakage conductance of one side of a circuit, in each section thereof, should be equal respectively to the corresponding quantities in the other side of the same section of the circuit in so far as is necessary and practicable.

Some of the methods and means which should be followed for the purpose of minimizing unbalance in lines are as follows:

Transpositions.

The capacitances to earth of the two sides of a telephone circuit should be suitably balanced by transpositions. Before a communication line is placed in service, a check should be made to insure that the transpositions are properly installed and correctly located.

Excessive Spacing.

Excessive spacing of conductors should be avoided. This does not mean that the spacing should be less than that required by considerations of safety, service and the future requirements of the circuits.

PUBLIC VERSION

ANALOGUE COORDINATION

Derived Circuits.

In the creation of circuits from one or more circuits without adding line conductors, due regard should be given to avoiding unnecessary increases in susceptibility.

Phantom circuits should be created only from similar adjacent pairs. Branches connected to but one side of a phantom circuit should be avoided unless connected through isolating transformers.

If one side circuit of a phantom group is loaded, the other side should be loaded at the same loading points, such loading to have closely the same electrical characteristics.

Phantom circuits should in general be used only for toll or trunk circuits except in cases of long rural circuits.

Connections.

Effort should be made to prevent the introduction of unbalance by contact resistance.

All joints in toll cables should be soldered or welded. All joints in open-wire toll conductors should be made with sleeves or should be well soldered or welded.

All wires should be properly cleaned to secure good contact before the joints are made.

All test connections, terminal boxes and associated wiring should be designed, constructed, installed and maintained so as to minimize the unbalances of the conductors.

Conductors.

Conductors of the same material and commercial size should be used in the two sides of the circuit at any point.

Ground Return Circuits.

Ground return telephone circuits should not be employed.

Use of Cable.

Consideration should be given to placing circuits in cable at the time of rebuilding heavy open wire subscribers' lines.

APPARATUS.

All apparatus electrically connected to a communication circuit should be so designed, constructed, installed and maintained as to minimize, in so far as is necessary and practicable, unbalance of the series impedance and admittance to earth of the two sides of the circuit.

Some of the methods and means which should be followed for the purpose of minimizing unbalance in equipment are as follows:

Phantom Circuit Apparatus.

Balancing resistance or other compensating apparatus should be inserted in the through side of a phantom group at the point where the other side circuit is terminated.

If one circuit of a phantom group is equipped with composite sets or composite ringers, the other side should be similarly equipped and the sets or ringers used on the two sides of the phantom group at any given point should have closely the same impedance characteristics.

Series Apparatus.

Where series apparatus, such as series condensers of a composite set is applied to toll circuits, those parts inserted in each side of a circuit should have closely the same electrical characteristics.

Coils.

Loading coils should be so designed, constructed and installed as to insert closely equal impedance in each wire of a circuit. Loading coils should be located as nearly as practicable at neutral or balanced points of the transposition system. In the design, construction, installation and maintenance of loading coils, efforts should be made to secure permanency of characteristics.

The coils employed for phantoming, compositing, simplexing or sectionalizing communication circuits should be as closely balanced as practicable. If in any case unbalanced coils are necessary, they should be isolated by properly balanced repeating coils.

The windings of retardation coils connected to the two sides of the same metallic circuit should have closely equal self-impedances. The coils of the different circuits should be equipped with suitable cases or so installed as to have negligible mutual impedances.

Condensers.

The condensers employed in composite sets, signaling devices, etc., should have adequate balance of admittance to ground.

Ringling and Signaling Equipment.

The unbalance introduced by ringling or signaling equipment should be limited, in so far as is necessary and practicable.

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Central Office Circuits.

Central office circuits are to be so designed, installed and maintained that any connection between toll circuits and subscribers' circuits may be made through repeating coils.

Attention should be given to the control of unbalance in cords and central office wiring.

Effort should be made to prevent the introduction of unbalance by contact resistance.

Ground Connections.

Ground connections, if employed on equipment connected to toll circuits, should be in the balanced or neutral position of the circuit.

SPECIFIC COORDINATED METHODS

The specific practices outlined here are to be used in addition to the general practices to supplement the latter in so far as may be necessary and practicable in cases where communication and supply lines are involved, or are about to be involved, in inductive exposures.

All of these practices are not required to be applied in any one specific case, but in each instance that practice or those practices in combination should be selected which will under the conditions afford the best engineering solution.

Power Level and Sensitivity.

Consideration should be given to maintaining in the communication circuits as high a power level and such a degree of sensitivity as is consistent with good economics.

Selective and Other Special Devices.

Consideration should be given to the use of such devices as neutralizing transformers, sectionalizing transformers, filters, resonant shunts or drainage coils in any case where they may offer benefit and the service requirements of the circuit will permit.

Rerouting Service.

If abnormal conditions should temporarily prevent the use of a certain line and the effect of the abnormal conditions can be

avoided only by temporarily rerouting the supply or communication service over a route not involved in the inductive exposure, consideration should be given to the adoption of this expedient. Where the rerouting of either service is impracticable, the choice as to which service is to be temporarily suspended should be governed by the relative importance to the public of the respective services affected.

Records.

Routine measurements of insulation, conductor resistance, balance and induction should be made on toll circuits involved in inductive exposures and records kept of the readings.

A record should be kept of abnormal conditions in toll circuits involved in inductive exposures where a study of such conditions is advisable. Such records should as fully as practicable include time, duration, circuit designation, location, probable cause and effect of the abnormal condition and how the circuits were cleared.

All the above records or a convenient summary thereof should be available for the purpose of analyzing causes and effects of disturbances.

LINES.

Configuration.

Where service requirements permit a choice of configuration of a communication circuit or a group of communication circuits consideration should be given to the selection of a configuration such as to limit susceptibility.

Cable.

Consideration should be given to the use of cable within an inductive exposure.

Where communication circuits are carried in aerial cable, consideration should be given to the use of properly arranged and installed grounds on cable sheaths or other methods of shielding.

Coordinated Transpositions.

Consideration should be given to the use of transpositions in supply or communication circuits, or both, within inductive exposures, for the purpose of limiting the coupling. Such transpositions should be installed at suitable intervals, the location to be

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such as the local conditions demand. Where transpositions are installed in both supply and communication circuits within inductive exposures, they should be properly coordinated.

North Care should be taken in the installation of transpositions that, so far as practicable, the transpositions are located nearest the theoretically correct point. In determining the most economical scheme of transpositions effort should be made to utilize as many as practicable of any existing transpositions. Where the transpositions required within an inductive exposure impair the general transposition scheme of communication or supply circuits outside the limits of inductive exposure, the necessary readjustment of transpositions should be made in the section or sections of line adjacent to inductive exposure. Uniformity of separation generally assists in the attainment of coordination. If discontinuities are of sufficient magnitude to substantially affect the coupling, sections between such points should be treated independently.

APPARATUS.

Party Line Ringers.

Consideration should be given to the use of high impedance substation party line ringers or their equivalent.

Central Office Equipment.

Consideration should be given to equipping toll circuits which may be switched to other toll circuits with repeating coils. In those cases where the design of a central office is such that there is a possibility that toll circuits may be switched directly to local circuits, consideration should be given to the use of repeating coils if their omission would contribute to interference.

Where series apparatus is applied to local communication circuits, consideration should be given to so arranging it that equal impedances are inserted in each side of the circuit where necessary and practicable.

Ground Connections.

Ground connections if employed on equipment connected to local communication circuits should so far as is practicable be at neutral or balanced points.

PRACTICES APPLICABLE TO SUPPLY SYSTEMS

GENERAL COORDINATED METHODS

The following practices should be applied to all supply systems except as deviations may be made under the principle of deferred coordination.

Residual Voltages and Currents.

Residual voltages and currents should be limited as far as is necessary and practicable.

Unsymmetrical loads between phases should be avoided in so far as is practicable where they would give rise to residual currents or voltages.

Note: Circuit conditions may cause a residual voltage to appear on a three-phase system. If the neutral of the system is grounded at one point, residual current may flow and the residual voltage may be increased or decreased. In this case, the residual current may consist in part of current through the total direct admittance of the system to ground due to voltages impressed between the three conductors and ground. It may also consist in part of unbalanced charging current to ground due to voltages impressed upon unbalanced direct admittances of the three conductors to ground. The former will not be affected by transpositions while the latter may be reduced or eliminated by equalization of the conductor admittances to ground.

If the system is operated without a neutral ground, the residual voltage would be reduced by equalizing the admittances of the conductors to earth.

If the phases are not symmetrically loaded and two or more neutrals of the same electrically connected system are grounded, residual currents will flow. However, substantial residual currents due to unsymmetrical loads will not flow if the system has a single or no neutral ground.

Single phase taps from 3-phase circuits have inherently a residual voltage; such taps, if long, tend to appreciably unbalance the 3-phase circuit to which they are connected.

If the neutral of a system is grounded at two or more points, the residual voltage or the residual current may be increased or decreased. Whether the total influence of the system is increased or decreased will depend upon local conditions.

Discontinuities.

Discontinuities should be limited to the number required by the conditions.

Switching.

In all switching operations care should be taken to limit, so far as is practicable, the production of transient disturbance leading to excessive momentary influence.

Care should be taken to avoid repeatedly energizing at normal voltage a transmission supply circuit in order to locate a fault. It is sometimes practicable to locate such faults by means of lower voltage testing methods.

Maintenance.

In the maintenance of supply circuits, attention should be given to the prevention of mechanical or electrical failures which would lead to residual voltages or residual currents of substantial magnitude. When supply circuits become unbalanced, due to any

Inductive Coordination

cause, every reasonable effort should be made to remedy the unbalanced condition promptly.

Contact Resistance.

Care should be taken to avoid contact resistance which would affect influence.

LINES.

In order to reasonably limit the residual current and voltages arising from line unbalances, the resistance, inductance, capacitance and leakage conductance of the several conductors in each section of a circuit should, so far as is necessary and practicable, be equal respectively to the corresponding quantities in any other conductor of the same section of the circuit.

Some of the methods and means for limiting unbalance in lines are described below.

Configuration.

Where there is a choice between two or more types of configuration, consideration should be given to use where practicable of such configuration of a supply circuit or a group of supply circuits as provides the superior balance.

Excessive Spacing.

Excessive spacing of conductors should be avoided. This does not mean that the spacing should be less than required by considerations of safety, service, and the future requirement of the circuits.

Transpositions.

Capacitances to earth of the conductors of transmission supply circuits should be suitably balanced by transpositions so far as is necessary and practicable.

Branch Circuits.

Where branches employing less than the total number of phase wires are to be used, they should be so planned as not to give rise to excessive residual voltages or currents on the three-phase system.

Series Lighting Circuits.

In the construction or rearrangement of series street lighting circuits, unbalances which materially contribute to inductive influence should be avoided.

Three-Phase, Four-Wire Systems.

If three-phase, four-wire grounded neutral supply circuits are used, the neutral wire should be continuous except in case of a three-phase branch which is either operated non-grounded or is grounded only at symmetrical load points.

Ground Return Circuits.

Ground return circuits or ground return branches of multi-wire supply circuits should not be employed. This does not apply to track return circuits.

APPARATUS.

NOTE: It is recognized as commercially impossible to build rotating machinery entirely free from harmonics. It is further recognized that some distortion of wave form—and consequent introduction of harmonics—is inherent with power transformers which must employ iron in their magnetic circuits. However, in both these cases the introduction of harmonics can, to a considerable extent, be controlled within the limits of commercial design and practice. So, the above provisions are intended to secure the attention which this matter deserves because of its basic importance and its reaction on the necessity for other methods.

Rotating Machinery.

Synchronous machines should be specified and selected so as to have a wave form in which the harmonic components are limited so far as necessary and practicable.

Induction motors and generators should be selected which cause the least practicable amount of harmonic voltages and currents on the system to which they are connected.

Transformers.

In order that the wave form of voltage and current may be affected as little as practicable by transformers, such apparatus should not be designed so as to operate at excessive magnetic densities. In the installation, connection, and operation of transformers, care should be taken to avoid excessive over-voltages or excessive magnetizing currents.

When star connected transformers or autotransformers are employed with a grounded neutral on the side connected to a line circuit, low impedance closely coupled tertiary windings or delta-connected secondary windings, or other suitable means for adequately limiting the triple harmonic components of residual current or voltages should be employed.

Where open delta transformer banks are used, they should be distributed symmetrically among the phases in so far as necessary and practicable.

Inductive Coordination

Care should be taken that the individual units in each grounded neutral bank of transformers connected to a transmission supply circuit are substantially alike as to electrical characteristics and that they are similarly connected.

Switches.

Each switch controlling the supply of energy to transmission supply circuits should have all poles arranged for gang operation. So far as is practicable, these switches should be automatic for short circuits between phases and from phase to ground.

Protective Apparatus.

Protective apparatus should be such that it will not unnecessarily add to transient disturbance, and should so far as practicable forestall or limit such transient disturbances.

Routine inspection of lightning arresters should be provided, and the periodic charging, where such is required, should conform to good practice.

Arresters should be maintained in good condition. Arresters which have been temporarily withdrawn from service should not be replaced in service until they are in proper operating condition.

Where lightning arresters requiring periodic charging are employed on a supply system involved in an inductive exposure, they should be equipped with auxiliary resistances and contacts.

Routine inspection or tests should be made to determine whether or not adjustments in all protective apparatus are properly maintained.

Abnormal Conditions.

Reasonable means should be provided to prevent the continuation in operation of faulty apparatus or lines for such periods or under such conditions as lead to excessive influence.

Reliable indicating or recording devices should be installed at the source of transmission supply circuits to show abnormal operating conditions.

Series Lighting Circuits.

Consideration should be given to the use of types of equipment in series street lighting circuits which, so far as practicable, have a minimum distorting effect on the voltage and current wave

shape of the lighting circuit, both during times of normal operation and times of lamp outages.

Ground Connections.

Ground connections, if employed on apparatus connected to transmission supply circuits, should be made in the balanced or neutral position in the circuit. This precludes the use of grounded open star transformer connections.

SPECIFIC COORDINATED METHODS

The specific practices outlined herein are to be used in addition to the general practices to supplement the latter so far as may be necessary and practicable in cases where communication and supply lines are involved, or are about to be involved, in inductive exposures.

All of these practices are not required to be applied in any one specific case, but in each instance that practice or those practices in combination should be selected which will under the conditions afford the best engineering solution.

LINES.

Configuration.

Where physical and economic conditions permit a choice of configuration of supply circuits within inductive exposures the configuration should be selected so as to limit the influence.

Branch Circuits.

Consideration should be given to the isolation of branch circuits consisting of less than the total number of wires of the main circuit, resulting in substantial balance, by means of transformers when such main or branch circuits are involved in inductive exposures.

Consideration should be given to the isolation of loops of series lighting circuits.

Coordinated Transpositions.

Consideration should be given to the use of transpositions in supply or communication circuits, or both, within inductive exposures, for the purpose of limiting the coupling. Such transpositions should be installed at suitable intervals, the location to

be such as the local conditions demand. Where transpositions are installed in both supply and communication circuits within inductive exposures, they should be properly coordinated.

Note: Care should be taken in the installation of transpositions that where practicable the transpositions are located nearest the theoretically correct point. In general, transpositions may be omitted at the junction points of successive sections which are suitably balanced. In determining the most economical scheme of transpositions effort should be made to utilize as many as practicable of any existing transpositions. Where the transpositions required within an inductive exposure impair the general transposition scheme of communication or supply circuits outside the limits of inductive exposure, the necessary readjustment of transpositions should be made in the section or sections of line adjacent to inductive exposure. Uniformity of separation generally assists in the attainment of coordination. If discontinuities are of sufficient magnitude to substantially affect the coupling, sections between such points should be treated independently.

Rerouting Service.

If abnormal conditions should temporarily prevent the use of a certain line and the effect of the abnormal conditions can be avoided only by temporarily rerouting the supply or communication service over circuits not involved in the inductive exposure, consideration should be given to the adoption of this expedient. Where the rerouting of either service is impracticable the choice as to which service is to be temporarily suspended should be governed by the relative importance to the public of the respective services affected.

APPARATUS.

Wave Shape.

Where a ground connection used on the armature winding of an alternating current generator or motor electrically connected to supply circuits results in triple harmonics on circuits involved in inductive exposures, means should be employed to reduce the triple harmonics as far as may be necessary and practicable.

Rectifiers, arc furnaces and other apparatus which distort the voltage or current wave form of a supply circuit involved in an inductive exposure, should be equipped when and as necessary and practicable with suitable auxiliary apparatus to prevent such distortion.

Where the service conditions permit, consideration should be given to special means and devices for reducing the amplitude of harmonics on systems involved in inductive exposures.

Reasonable efforts should be made to promptly replace out-lamps on circuits equipped with individual transformers or bridged reactance coils.

Transformers.

Consideration should be given to the use of closed delta connection on main transformer supply banks or large distribution banks where necessary and practicable in preference to open delta.

Lightning Arresters.

Where, notwithstanding compliance with the paragraph regarding equipment of the arresters, interference arises at time of charging lightning arresters, charging should be done at such times as will result in minimum interference to both services.

Switches.

Consideration should be given to the installation of at least one oil-break switch, or its approved equivalent, to control the supply circuit involved in an inductive exposure.

Current Limiting Devices.

Consideration should be given to the use, so far as necessary and practicable, of current limiting devices in either the line wires or the neutral of transmission supply circuits.

Ground Connections.

Ground connections if employed on apparatus connected to local supply circuits should, so far as practicable, be made at the neutral or balanced point of the circuit.

Records.

A record should be kept of all abnormal conditions on transmission supply circuits involved in inductive exposures, where a study of such conditions is advisable. Such records should, as fully as practicable, include time and duration, circuit designation, location, probable causes and effect of abnormal conditions and how cleared.

All of the above records, or a convenient summary thereof, should be available for the purpose of analyzing cause and effect of disturbances.

DEFINITIONS

For the purpose of these principles and practices, the following terms are used with meanings as given in these definitions:

Inductive Coordination.

The location, design, construction, operation and maintenance of supply and communication systems in conformity with harmoniously adjusted methods which will prevent inductive interference.

General Coordinated Methods.

Those methods reasonably available for general application to supply or communication systems, which contribute to inductive coordination without specific consideration to the requirements for individual inductive exposures.

Specific Coordinated Methods.

Those additional methods applicable to specific situations where general coordinated methods are inadequate.

Inductive Interference.

An effect arising from the characteristics and inductive relations of supply and communication systems of such character and magnitude as would prevent the communication circuits from rendering service satisfactorily and economically if methods of inductive coordination were not applied.

Inductive Exposure.

A situation of proximity between supply and communication circuits under such conditions that inductive interference must be considered.

Inductive Susceptiveness.

Those characteristics of a communication circuit with its associated apparatus which determine, so far as such characteristics can determine, the extent to which it is capable of being adversely affected in giving service, by a given inductive field.

Inductive Influence.

Those characteristics of a supply circuit with its associated apparatus that determine the character and intensity of the inductive field which it produces.

Inductive Coupling.

The interrelation of neighboring supply and communication circuits by electric or magnetic induction or both.

Configuration.

The geometrical arrangement of the conductors of a circuit including the size of the wires and their relative positions with respect to other conductors and the earth.

Electrically Connected.

Connected by means of a conducting path or through a condenser as distinguished from connection merely through electromagnetic induction.

Transposition.

An interchange of position of conductors of a circuit between successive lengths.

Coordinated Transpositions.

Transpositions which are installed in either supply or communication circuits or in both for the purpose of reducing inductive coupling and which are located effectively with respect to the discontinuities in both the supply and communication circuits.

Discontinuity.

A point at which there is an abrupt change in the physical relations of supply and communication circuits or in electrical constants of either circuit which would materially affect the coupling.

Transpositions are not rated as discontinuities, although technically included in the definition, because of their application to coordination.

Residual Voltage.

The residual voltage of a supply circuit is the vector sum of the voltages to ground of the several wires. In a three-phase system it is in effect a single phase voltage equal to one-third of the residual voltage, impressed between the wires in multiple and the ground.

Residual Current.

The residual current of a supply circuit is the vector sum of the currents in the several wires and is equivalent to a single phase current having the wires in multiple as one side and the ground as the other.

Power Level.

The level of the electrical power flowing in a communication circuit. At any point the power level depends on the conditions of input and of losses between the point of input and the designated point.

In telephone practice the power level of a circuit is usually referred to the power level in a given circuit assuming that the acoustic input into the circuit under consideration is of a given amount and the same as the input into the reference circuit.

Sensitivity.

The sensitivity of a telephone circuit or a part thereof is the ratio of the electrical or the acoustic output to the electrical input.

Selectivity.

That property of apparatus or a circuit which permits the transmission or conversion of currents of different frequencies in differing degrees.

INDUCTIVE COORDINATION
ALLOCATION OF COSTS
BETWEEN
SUPPLY AND COMMUNICATION COMPANIES

The Reports of the Joint General Committee on Principles and Practices for Inductive Coordination have established the broad basis for the solution of inductive coordination problems from a physical standpoint based on the present state of the art. From the start, however, it has been recognized that the question of allocation of costs enters into the problem in an important way and in this connection the letter transmitting the first report contained the following statement:

"Your Committee, as soon as standards of construction and operation are adopted, will consider whether principles can be established to aid in the fair allocation of costs of coordinative measures. In the meantime, your Committee believes that with the cooperative spirit which now is evident a mutually equitable adjustment can and should be made in each specific case. It is understood that any adjustments made will not be considered as precedents by either party to the prejudice of future understandings."

It is understood that, generally speaking, the respective utilities have been handling the allocation of costs in specific cases along the above recommended lines. However, in some cases difficulty has been encountered in endeavoring to reach an equitable adjustment; in fact, negotiations regarding the allocation of costs have in some cases unduly influenced the technical work on the specific situations involved and have tended to retard or prevent agreement on the best engineering solution.

This question has received careful consideration for some time and as a result certain suggestions have been made which will be helpful to the supply utilities and communication utilities as a guide in arriving at an equitable apportionment of the costs of

methods of inductive coordination in situations where the two utilities have not already arrived at a mutually satisfactory plan for handling the allocation of costs.

In arriving at conclusions on this matter of allocation of costs, the following were carefully considered. The solution to the problem of inductive coordination should, of course, be based on the service needs of both parties and on the overall cost rather than on any consideration of in what plant the changes shall be made or how the costs are to be allocated. This is in accordance with the section on "Choice Between Specific Methods" contained in the Principles and Practices for the Inductive Coordination of Supply and Communication Systems and it is obvious that the approach to the problem should be such as to offer every incentive to obtaining the best engineering solution. It was the consideration of these facts that suggested the method herein outlined for the allocation of costs.

As has been stated in previous reports, each party should be the judge of its own service requirements but as covered in the Principles and Practices above referred to, each party also has a duty of coordination as shown by the following quotation:

"In order to meet the reasonable service needs of the public, all supply and communication circuits with their associated apparatus should be located, constructed, operated and maintained in conformity with general coordinated methods which maintain due regard to the prevention of interference with the rendering of either service. These methods should include limiting the inductive influence of the supply circuits or the inductive susceptiveness of the communication circuits or the inductive coupling between circuits or a combination of these, in the most convenient and economical manner."

In other words, there are certain things indicated in connection with the classes of circuits covered in the Principles and Practices above referred to which each utility should do in its system in a general way which will promote inductive coordination.

These measures, however, cannot take account of the problems which arise in specific cases, and this was also recognized in the principles on Duty of Coordination already referred to as follows:

"Where general coordinated methods will be insufficient, such specific coordinated methods suited to the situation should be applied to the systems of either or both kinds as will most conveniently and economically prevent interference, the methods to be based on the knowledge of the art."

These specific methods cannot be embodied in the general design of either plant because their nature and the necessity of their application are contingent upon the conditions of the specific situations which may arise and which generally cannot be foreseen. It is the equitable apportionment of the cost of these latter items which has apparently given rise to such differences of opinion as have existed between representatives of the two industries on this subject.

Taking into account all the foregoing factors, the plan suggested for use in connection with new construction is as follows:

1. Each utility should at its own expense design, construct, operate and maintain its plant in accordance with general coordinated methods.
2. Specific methods of coordination should be paid for by such equitable apportionment of the costs as may be agreed to by the utilities affected. It may be found reasonable in some cases for each party to bear the costs of such specific methods of coordination as result in net capital additions in its own plant; care must be exercised, however, that this be not carried to a point where the best engineering solution is prejudiced. In cases where it is not clear as to what constitutes an equitable apportionment a fifty-fifty division of the costs may be found the most practicable solution.
3. All carrying charges, repair, operating or other current expenses incident to specific coordinated methods and all subsequent replacement costs arising after and due to the installation of specific coordinated methods should be borne by the utility on whose system the costs are incurred.

The above outlined plan has the advantage that it can in no way prejudice the application of the best engineering solution because it makes each party have a direct interest in reducing the

total cost of specific coordinated methods rather than in whether or not the expense is incurred in one plant or the other or both.

In applying this suggested general plan for the allocation of costs of specific methods of coordination, it is assumed the four following conditions will be met:

1. That each system has complied with the requirements for general coordination.
2. That the best engineering solution of the specific problem has been determined.
3. That the costs to be allocated are net costs and, therefore, exclude all items of betterment.
4. That the costs are computed on a uniform and mutually acceptable basis for both direct and indirect charges.

In situations involving extensions to existing systems or the cleaning up of existing exposures it is recognized that such existing systems may not comply entirely with general coordinated methods, and that the method suggested above for new construction may require some modification to adapt it to existing situations. Such problems involve consideration of whether or not both systems should be brought into compliance with general coordinated methods or whether some other plan is the best engineering solution. This point, together with the history of the case and any contemplated plans either party may have for changes in its system, will have a bearing on what constitutes an equitable apportionment of the costs.

PRINCIPLES AND PRACTICES
FOR THE
JOINT USE OF WOOD POLES BY SUPPLY AND
COMMUNICATION COMPANIES

INTRODUCTORY

These Principles and Practices cover the general engineering and operating features involved in the joint use of wood poles and are intended to be in conformity with the broad principles heretofore mutually agreed upon by the Joint General Committee.

The Principles set forth in a broad and general manner the basic fundamentals involved in the intercompany relationships on joint use of poles. The two groups of utilities recognize their responsibility to serve the public safely, adequately and economically. It is therefore essential that any arrangement entered into be such as to best facilitate the present and future rendering of both classes of service.

Practices are recommendations which cover in a more specific way the general ground included in the Principles and are based on an analysis of practical operating experience with joint use of poles. It is recommended that they be used as a guide in the preparation of new agreements for the joint use of poles and in the modification of existing agreements where it is desired by either party to bring such existing agreements into conformity with these Principles and Practices.

PRINCIPLES

1. Duties.

Each party should:

- (a) Be the judge of the quality and requirements of its own service, including the character and design of its own facilities.

(b) Provide and maintain facilities adequate to meet the service requirements including such future modifications in these facilities as changing conditions indicate to be necessary and proper.

(c) Determine the character of its own circuits and structures to be placed or continued in joint use, and determine the character of the circuits and structures of others with which it will enter into or continue in joint use.

(d) Cooperate with the other party so that in carrying out the foregoing duties, proper consideration will be given to the mutual problems which may arise and so that the parties can jointly determine the best engineering solution in situations where the facilities of both are involved.

2. Establishing, Maintaining and Terminating Joint Use.

Joint consideration by both parties of safety, service, economy, convenience and the trend toward higher distribution voltages should determine:

(a) When joint use should be employed, taking into account present conditions and those which can be reasonably foreseen, including the possibility of reverting to separate lines.

(b) The best engineering solution for the coordinated arrangement and design of facilities in joint use.

(c) The administrative methods for entering into, carrying on and terminating joint use.

3. Local Contact.

All parties at interest in a locality should maintain close cooperation and each notify the others of any intent to build new lines or to reconstruct existing lines, as an aid to orderly planning and the utilization of joint use where advantageous.

4. Contracts.

General contracts for joint use, if entered into, should define conditions for entering into joint use, for operating in joint use, for terminating joint use and for a practical procedure for modifying facilities in joint use from time to time.

In either general or specific contracts, any provisions treating of the character of circuits on poles for joint use should be so drawn as not to restrict changes in the character of the circuits of either party, except that it should be recognized that such changes may involve the modification or abandonment of joint use in specific cases.

Each specific instance of contemplated initial or modified joint use, whether embracing a single pole, a group of poles or an entire line, should be considered, as to acceptance, as a separate and distinct case, with the right of refusal by either party, and if accepted should be in writing.

Joint use now exists and gives satisfaction in many localities under one of two general plans, one a "Space Rental Plan" and the other a "Joint Ownership Plan." In addition, joint use is sometimes effected on an "Attachment" or "Contact Rental" basis, and sometimes under a "Permanent Rights" agreement, which is a modification of the "Joint Ownership Plan." The Joint Ownership Plan and the Space Rental Plan have in general proved the more simple and convenient working arrangements.

5. Costs.

The allocation of costs between the parties at interest should be prima facie, reasonable and equitable, taking into account all factors involved.

6. Legal Considerations.

Legal questions, including the sufficiency of right-of-way grants held by the parties and the protection of title or property of both parties in the case of mortgages, sales, mergers or consolidations entered into by either party should be given due consideration in the preparation of contracts.

In any terms of the contract dealing with liability for personal or property damage, care should be taken that such terms are not disadvantageous to either party.

7. Periodical Readjustment of Contracts.

Provision should be made for review and revision from time to time of those stipulations of a contract treating of conditions of a varying nature and particularly of items of expense to be apportioned between the parties, such as the cost of poles and rentals which are dependent on material and labor prices.

8. Construction and Inductive Coordination.

The construction and inductive coordination employed in joint use should be in accordance with mutually acceptable practices and in conformity with such recommendations of the Joint General Committee as are issued from time to time.

PRACTICES

1. Territory Covered by Agreement.

Agreements should preferably cover all existing wood poles of each of the parties and any other wood poles hereafter erected or acquired by either of them within a certain described territory, except those which carry circuits of a character that the parties wish to keep out of joint use.

NOTE: It is recognized that there are exceptional situations where it may not be desirable to make general agreements covering a given territory, as, for example, where the major portion of the poles of one of the parties carry circuits for which joint use is not generally advantageous. Such cases may be more satisfactorily handled by agreements covering a specific line or certain specific poles.

2. Types of Joint Use Agreements.

Joint use agreement should preferably be of a type under which each of the parties shares equitably in the cost of joint poles. This may be accomplished in either of the following ways:

(a) Space rental under which form of agreement the licensee rents space on the pole of the Owner and pays a rental per pole which is based on the amount of space reserved. A much used form of this is the so called "flat rental per pole" where the division is practically equal and the rental is approximately equal to one-half the average annual charges on a pole which is stipulated as the standard of reference.

(b) Joint ownership, under which form of agreement each of the parties owns a half interest in each joint pole and pays one-half the cost in place of the pole which is stipulated as the standard of reference.

NOTE: A permanent rights agreement is a modification of the joint ownership agreement which has been used occasionally under which each of the parties retains sole ownership of certain of the poles and the other party purchases a permanent right of occupancy. The other arrangements are the same as in a joint ownership agreement.

Rentals based on individual contacts or attachments are not generally recommended for joint pole agreements, as such a basis involves the expense and obligations arising from periodical inventories of the attachments. It is also difficult to establish rental rates for the many kinds of individual attachments which will continue to be equitable and mutually satisfactory. Furthermore, this basis does not have the advantage of providing a suitable space for the present and future requirements of each party. However, such a basis may sometimes be found satisfactory for an individual agreement where only a small number of poles is involved.

3. Conditions Relating to Joint Use of Poles.

It is recognized that there are very substantial advantages to both utilities in the employment of jointly occupied poles where the conditions and character of circuits permit. The conditions determining the necessity or desirability of joint use depends upon the service requirements to be met by both parties including considerations of safety and economy. Each party is the judge of what the character of its circuits should be to meet its service requirements and as to whether or not these service requirements can be properly met by the joint use of poles.

(a) It is recommended that joint use should be entered into in preference to separate pole lines on the same street or highway where the combination of circuits is such as to make further cooperative study of the problem unnecessary and in other cases where a cooperative study shows that joint use is economical and is the best engineering solution.

(b) Each party should retain the right to remain out of joint use with such of its pole lines as are necessary for its own sole use or in other cases where in its judgment the proper rendering of its service now or in the future requires separate lines.

(c) It is recognized that joint use is advisable but that it is necessary that when employed it should meet the service requirements of both parties and that any statement made as to conditions under which joint use is desirable is likely to change as time goes on and as service conditions and the state of the art change.

(d) Based upon the present state of the art, the Supply Utilities and the Communication Utilities have stated as to their respective circuits (See appendices 1 and 2) the present limitations within which each group recommends that joint use be entered into.

(e) In any case where it is necessary that the two kinds of lines occupy the same side of the highway joint use is generally preferable to overbuilding.

(f) It is recognized that situations will sometimes arise in rural districts where greater economy can be obtained with separate lines than with a joint line and without sacrificing safety or service. It is also recognized that a utility will find in some cases that it is necessary to construct a line which is to carry such number and weight of attachments that joint use would not be economical or desirable. In such cases it is not intended to recommend joint use of poles in preference to other arrangements which would be more advantageous.

4. Cooperation to Establish Joint Use.

(a) When any party to a joint use agreement is about to erect a new pole line or to extend or reconstruct an existing pole line within the territory covered by the agreement, notice in advance should be given to the other party to the agreement, such notice showing the proposed location and character of the new poles. The parties should then cooperate to determine whether or not joint use of the poles should be established.

(b) When any party to a joint use agreement desires to occupy space on any existing poles of the other party within the territory covered by the agreement, notice should be given the owner of said poles and the parties should then cooperate to determine whether or not joint use of poles should be established.

5. Avoidance of Conflicting Lines.

Where joint use of poles is not to be established or where in accordance with Section 6 of these Practices joint use is to be terminated, the parties should make every reasonable effort to avoid the establishment of conflicting lines.

Joint Use

6. Procedure When Character of Circuits Is Changed.

When either party desires to change the character of its circuits on jointly used poles it shall so notify the other party and the parties shall cooperate to determine whether or not joint use of the poles involved shall be continued. If it is not agreed to continue joint use of the said poles, the parties shall then cooperate to determine the most practical and economical method of effectively providing for separate lines. The party whose circuits are to be moved shall promptly carry out the necessary work and the parties shall cooperate to determine the equitable apportionment of the net expense involved in such relocation. In the event of a disagreement as to what constitutes an equitable apportionment of such expense the following arrangements are recommended:

(a) In the case of a space rental agreement, the licensee shall bear the said net expense.

(b) In the case of a joint ownership agreement the said net expense shall be divided equally between the parties.

Unless otherwise agreed by the parties, ownership of any new line constructed under the foregoing provision in a new location shall rest in the party for whose use it is constructed. The net cost of establishing service in the new location should be exclusive of any increased cost due to the substitution for the existing facilities of other facilities of a substantially new or improved type or of increased capacity, but should include the new pole line, the cost of removing attachments from the old poles to the new location and the cost of placing the attachments on the poles in the new location.

7. Ownership of Poles Under a Space Rental Agreement.

In any case where the parties to a space rental agreement shall conclude arrangements for the joint use of any new poles to be erected, the ownership of such new poles should be determined by mutual agreement. In case of failure to agree, the party then owning the smaller number of joint poles under the agreement should erect the poles and be the owner thereof.

NOTE: It has been found to be of advantage under this form of agreement to have each party own approximately one-half the total number of jointly used poles, as this tends to equalize the investment of the two parties. Furthermore, this has the advantage of reducing the intercompany billing and the exchange of money between the parties. This division of ownership should preferably be accomplished by each party owning certain continuous lines rather than having the ownership of the poles in a given line divided.

Joint Use

8. Joint Fundamental Plan.

An effective way of handling the proper development of joint pole lines in a given territory is through the full application of the principles on cooperation including advance notice, advance planning and the interchange of information. Experience has shown that this can be accomplished through a joint fundamental plan of the present and future developments of the overhead systems of the respective parties. Through such joint planning it will be generally found possible to avoid any difficult situations in locating the lines and the application of these Principles and Practices to both the present and future developments can be carried out in the most effective and economical manner.

9. Specifications for Joint Pole Construction.

It is intended that complete specifications covering recommended practices for joint use of poles under various conditions will be prepared as soon as practicable. Until such time as these specifications are issued, it is recommended that the National Electrical Safety Code be used as a guide to practice.

Existing joint pole construction should be brought into conformity with the recommended practices in an orderly and systematic manner. This may be accomplished by a provision in the agreement that a certain percentage of the existing construction be brought into conformity with the recommended practices each year.

10. Inductive Coordination for Circuits on Jointly Used Poles.

The "Principles and Practices for the Inductive Coordination of Supply and Communication Systems" as issued from time to time by the Joint General Committee should be followed.

APPENDIX 1

Supply Utilities Statement.

In the present state of the art and subject to the limitations of the Principles and Practices of which this is an appendix, the Supply Utilities are willing to enter into joint use of poles generally, irrespective of the character of the Communication Utilities circuits with the clear understanding that these Principles and Practices do not limit such changes to higher voltages as may be desirable in the future as the most advantageous means of serving their customers but provide for such changes in location or construction as may be necessary to meet the changed conditions.

PUBLIC VERSION

**EXHIBIT G, 1987 JOINT LETTER FROM AT&T
AND FPL DISCUSSING JUA OPERATIONAL
POLICY**

PUBLIC VERSION



Southern Bell

Room 15J1, Southern Bell Tower
301 W. Bay Street
Jacksonville, Florida 32202

P.O. BOX 029100 MIAMI, FL 33102



July 15, 1987

General Managers - Network
District Engineers
Southern Bell Tel. and Tel Co.

Division Engineering Managers
Engr/Service Planner Svcs.
Florida Power and Light Co.

Subject: Joint Use Agreement - SBT&T CO./FP&L Co.
Operating Policy Update

Representatives of Southern Bell Telephone Co. (SBT&T) and Florida Power and Light Co. (FP&L) have investigated ways to improve the overall effectiveness of our Joint Use Agreement and to eliminate certain long standing joint use problems.

The following guidelines should clarify the responsibility of each Company under a variety of circumstances. These guidelines are not intended to change the terms of the existing joint use agreement but do change some previous interpretations, particularly in respect to the replacement of poles.

These guidelines apply to FP&L/SBT&T operations Statewide and should be phased in as new jobs are initiated. As every circumstance cannot be covered, it is anticipated that there will be some exceptions negotiated in the Districts.

POLE OWNERSHIP

1. New pole lines and extensions of existing pole lines will continue to be placed by SBT&T if required for joint use. This typically involves requirements to serve new growth areas.
2. Intermediate poles required in existing pole lines and minor extensions of existing pole lines to "finish out the block" will normally be placed by the Company owning the majority of the poles in that line.

FPL00102

PUBLIC VERSION

3. Individual poles requiring replacement due to deterioration or to obtain additional height/strength will normally be replaced by the Company owning the existing pole. However, if both parties agree, the pole may be replaced by the company owning the majority of the poles in the line if that will lead toward a reduction of mixed ownership.

4. When extensive segments of existing pole lines require replacement, such as in conjunction with a highway relocation job, SBT&T will place the new poles if required for joint use at the time of replacement or in the future.


CONCRETE POLES

All concrete poles placements will be made by FP&L. All concrete poles will be pre-drilled to accommodate one cable attachment. A grounding pigtail should also be provided on all of those poles having a vertical ground wire. The standard height for pre-drilled holes in 40 foot concrete poles will be 22' above the ground line unless a different height is negotiated between the Companies during the design stage. SBT&T forces may also drill holes in concrete poles when approved by FP&L.

Questions regarding this letter and the joint use agreement may be directed to your Company's Joint Use Contract Coordinator(s).


Approved:

SOUTHERN BELL TEL. & TEL. CO.



W. R. Perry
General Manager, Network

FLORIDA POWER & LIGHT CO.



R. K. Cielo, Director
Distribution Engineering Dept.

SBT&T File 740.0606

FPL00103

**EXHIBIT H, 1992 LETTER FROM AT&T
DIRECTOR TO AT&T GENERAL MANAGERS
ADVISING NON-COMPLIANCE WITH THE JUA**

PUBLIC VERSION

BELLSOUTH
TELECOMMUNICATIONS ®

T. C. Kellermann, Jr.
Director - Administration
Network Operations/South

20th Floor - Southern Bell Tower
301 West Bay Street
Jacksonville, Florida 32202
904 350-2021

Date: July 22, 1992

File Code: 740.606

Mr. W. R. Perry
General Manager - Network
Jacksonville, Florida

Mr. S. A. Mulcahy
General Manager - Network
Ft. Lauderdale, Florida

Ms. L. C. Isenhour
General Manager - Network
Miami, Florida


Dear Sirs and Madam:

During a recent meeting with representatives of Florida Power & Light Company, it was alleged that Southern Bell was not in compliance with the operating policy document dated July 15, 1987 (attached) which was signed by both companies.

The purpose of the policy document was to set the direction to achieve the "objective percentage" of 47.4 percent of the joint-use poles owned by Southern Bell and 52.6 percent of the joint-use poles owned by Florida Power and Light. Neither the policy nor the objective has changed. Please review the attachment and comply.

Should there be any questions, please contact Mr. J. J. Farkas at 305-263-3806.

Sincerely yours,


attachment

FPL00105

PUBLIC VERSION



Southern Bell

Room 15J1, Southern Bell Tower
301 W. Bay Street
Jacksonville, Florida 32202

P.O. BOX 029100 MIAMI, FL 33102

FPL
FLORIDA POWER & LIGHT COMPANY

July 15, 1987

General Managers - Network
District Engineers
Southern Bell Tel. and Tel. Co.

Division Engineering Managers
Engr/Service Planner Svcs.
Florida Power and Light Co.

Subject: Joint Use Agreement - SBT&T CO./FP&L Co.
Operating Policy Update

Representatives of Southern Bell Telephone Co. (SBT&T) and Florida Power and Light Co. (FP&L) have investigated ways to improve the overall effectiveness of our Joint Use Agreement and to eliminate certain long standing joint use problems.

The following guidelines should clarify the responsibility of each Company under a variety of circumstances. These guidelines are not intended to change the terms of the existing joint use agreement but do change some previous interpretations, particularly in respect to the replacement of poles.

These guidelines apply to FP&L/SBT&T operations Statewide and should be phased in as new jobs are initiated. As every circumstance cannot be covered, it is anticipated that there will be some exceptions negotiated in the Districts.

POLE OWNERSHIP

1. New pole lines and extensions of existing pole lines will continue to be placed by SBT&T if required for joint use. This typically involves requirements to serve new growth areas.
2. Intermediate poles required in existing pole lines and minor extensions of existing pole lines to "finish out the block" will normally be placed by the Company owning the majority of the poles in that line.

FPL00106

PUBLIC VERSION

3. Individual poles requiring replacement due to deterioration or to obtain additional height/strength will normally be replaced by the Company owning the existing pole. However, if both parties agree, the pole may be replaced by the company owning the majority of the poles in the line if that will lead toward a reduction of mixed ownership.

4. When extensive segments of existing pole lines require replacement, such as in conjunction with a highway relocation job, SBT&T will place the new poles if required for joint use at the time of replacement or in the future.

CONCRETE POLES

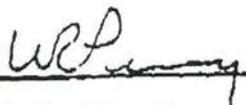
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Questions regarding this letter and the joint use agreement may be directed to your Company's Joint Use Contract Coordinator(s).


Approved:

SOUTHERN BELL TEL. & TEL. CO.

FLORIDA POWER & LIGHT CO.



W. R. Perry
General Manager, Network



R. K. Cielo, Director
Distribution Engineering Dept.

SBT&T File 740.0606

FPL00107

**EXHIBIT I, 1992 LETTER FORM FPL STAFF
MANAGER TO FPL FIELD MANAGERS
ADVISING THE FPL FIELD EMPLOYEES AT&T
INTENT TO COMPLY WITH THEIR
REQUIREMENTS TO SET NEW POLES**

PUBLIC VERSION



Inter-Office Correspondence

To: See Distribution Date: August 13, 1992
From: David Appler Department: DEO/GO
Subject: **SOUTHERN BELL SETTING POLES
TO MEET FPL SRD'S**

Enclosed please find a letter to all Bell South General Managers, from their Director of Administration, reaffirming the joint use pole ownership goals between FPL and SBT.

Achieving the goals for pole ownership will require awareness by Bell South personnel of the attached letter from Mr. Kellermann. Therefore, our field designers should communicate the contents of the letter, when requesting SBT to set joint use poles. Initially I recommend this be done both verbally and in writing until a confirmation of Bell South awareness of this letter and its goals has been achieved.

Assurances have been given by Bell South that setting poles of any height should not pose a problem as long as proper lead time is given. Thus written confirmation of FPL's requirement is critical in evaluating the success of both companies efforts to meet the spirit of the agreement.

If you should have any questions or problems executing the above stated agreement, please contact Dennis La Belle at (347-7206) or the undersigned at (347-7896) for assistance.


David Appler

DAA/kdf

Distribution: Distribution Unit Managers
Construction Superintendents
Operations Superintendents

PUBLIC VERSION



T. C. Kellermann, Jr.
Director - Administration
Network Operations/South

20th Floor - Southern Bell Tower
301 West Bay Street
Jacksonville, Florida 32202
904 350-2021

Date: July 22, 1992

File Code: 740.606

Mr. W. R. Perry
General Manager - Network
Jacksonville, Florida

Mr. S. A. Mulcahy
General Manager - Network
Ft. Lauderdale, Florida

Ms. L. C. Isenhour
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Should there be any questions, please contact Mr. J. J. Farkas at 305-263-3806.

Sincerely yours,


attachment

FPL00110

PUBLIC VERSION



Southern Bell

Room 15J1, Southern Bell Tower
301 W. Bay Street
Jacksonville, Florida 32202

P.O. BOX 029100 MIAMI, FL 33102

FPL
FLORIDA POWER & LIGHT COMPANY

July 15, 1987

General Managers - Network
District Engineers
Southern Bell Tel. and Tel. Co.

Division Engineering Managers
Engr/Service Planner Svcs.
Florida Power and Light Co.

Subject: Joint Use Agreement - SBT&T CO./FP&L Co.
Operating Policy Update

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These guidelines apply to FP&L/SBT&T operations Statewide and should be phased in as new jobs are initiated. As every circumstance cannot be covered, it is anticipated that there will be some exceptions negotiated in the Districts.

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FPL00111

PUBLIC VERSION

3. Individual poles requiring replacement due to deterioration or to obtain additional height/strength will normally be replaced by the Company owning the existing pole. However, if both parties agree, the pole may be replaced by the company owning the majority of the poles in the line if that will lead toward a reduction of mixed ownership.

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CONCRETE POLES


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Questions regarding this letter and the joint use agreement may be directed to your Company's Joint Use Contract Coordinator(s).

Approved:

SOUTHERN BELL TEL. & TEL. CO.

FLORIDA POWER & LIGHT CO.


W. R. Perry
General Manager, Network


R. K. Cielo, Director
Distribution Engineering Dept.

SBT&T File 740.0606

FPL00112

PUBLIC VERSION



Southern Bell

Room 15J1, Southern Bell Tower
301 W. Bay Street
Jacksonville, Florida 32202

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FPL
FLORIDA POWER & LIGHT COMPANY

July 15, 1987

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Subject: Joint Use Agreement - SBT&T CO./FP&L Co.
Operating Policy Update

Representatives of Southern Bell Telephone Co. (SBT&T) and Florida Power and Light Co. (FP&L) have investigated ways to improve the overall effectiveness of our Joint Use Agreement and to eliminate certain long standing joint use problems.

The following guidelines should clarify the responsibility of each Company under a variety of circumstances. These guidelines are not intended to change the terms of the existing joint use agreement but do change some previous interpretations, particularly in respect to the replacement of poles.

These guidelines apply to FP&L/SBT&T operations Statewide and should be phased in as new jobs are initiated. As every circumstance cannot be covered, it is anticipated that there will be some exceptions negotiated in the Districts.

POLE OWNERSHIP

1. New pole lines and extensions of existing pole lines will continue to be placed by SBT&T if required for joint use. This typically involves requirements to serve new growth areas.
2. Intermediate poles required in existing pole lines and minor extensions of existing pole lines to "finish out the block" will normally be placed by the Company owning the majority of the poles in that line.

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3. Individual poles requiring replacement due to deterioration or to obtain additional height/strength will normally be replaced by the Company owning the existing pole. However, if both parties agree, the pole may be replaced by the company owning the majority of the poles in the line if that will lead toward a reduction of mixed ownership.

4. When extensive segments of existing pole lines require replacement, such as in conjunction with a highway relocation job, SBT&T will place the new poles if required for joint use at the time of replacement or in the future.

CONCRETE POLES

All concrete poles placements will be made by FP&L. All concrete poles will be pre-drilled to accommodate one cable attachment. A grounding pigtail should also be provided on all of those poles having a vertical ground wire. The standard height for pre-drilled holes in 40 foot concrete poles will be 22' above the ground line unless a different height is negotiated between the Companies during the design stage. SBT&T forces may also drill holes in concrete poles when approved by FP&L.

Questions regarding this letter and the joint use agreement may be directed to your Company's Joint Use Contract Coordinator(s).

Approved:

SOUTHERN BELL TEL. & TEL. CO.

FLORIDA POWER & LIGHT CO.



W. R. Perry
General Manager, Network



R. K. Cielo, Director
Distribution Engineering Dept.

SBT&T File 740.0606

FPL00114

**EXHIBIT J, SUMMARY OF ADVANTAGES AND
DISADVANTAGES AT&T ENJOYS OVER THEIR
ALLEGED COMPETITORS**

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Exhibit J Summary of Benefits and Advantages

Reference Paragraph #	Benefits and Advantages AT&T enjoys from the JUA	Value
7	Avoidance of Market Rates	
8	Bargaining Power	
9	Guaranteed Access – poles built to suit and avoided initial construction make-ready cost.	
10	Capacity Expansion and Make-Ready Avoidance for First Time Attachments. a. Advantage to AT&T. b. Disadvantage to AT&T's alleged Competitors.	
11	Guaranteed Free Make-Ready for Mature Joint Use Poles already having AT&T Attachments.	
12	Time-Value of money	
13	Space Used – Cost to relocate AT&T – Disadvantage to AT&T's alleged competitors	
14	Lifetime of Free Make-ready for replaced poles	
15	Permitting Requirement to attach to FPL poles	
16	Ease of Access to FPL's poles a. Advantage to AT&T b. Disadvantage to AT&T's alleged competitors	
17	Access to Rights-of-way and Easements Obtained by FPL a. Easements - Current advantage over CATV carriers or all telecommunication industry without a JUA in place b. Right-of-way permits	
18	No Unauthorized Attachments	

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Reference Paragraph #	Benefits and Advantages AT&T enjoys from the JUA	Value
19	Direct vs. Indirect Make-Ready Fees	This saves about 20% of the make-ready cost an alleged competitor pays
20	Flexibility	Faster, safer work environment. Less expensive fleet investment.
21	Expansion of Capacity – Disadvantage to AT&T's alleged competitors	Alleged competitors face denial of access.
22	Transfer of Ownership – AT&T advantage	Guaranteed right to take ownership of a pole without disruption of normal operations.
23	Common Pole Bond – alleged competitor disadvantage.	Other telecom provider required to pay for special need pole bonds when required.
24	Insurance	Telecom providers required to meet more stringent insurance requirement, which costs them more.
25	Increase in Stronger/Concrete Poles	FPL investment to accommodate AT&T on joint use poles. Not required for AT&T's alleged competitor.
26	Bond and Removal Fees	Alleged competitors exposed to additional expense
27	Contribution from FPL to Build a New Relocated Pole Line	This term was put into the JUA so AT&T could move their facilities if it felt the transmission facilities would interfere with their service. AT&T's alleged competitors must choose to stay on the pole or relocate at their cost.

**EXHIBIT K, CALCULATION OF NET PAYMENTS
OWED UNDER OLD TELECOM RATE AND NEW
TELECOM RATE**

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Exhibit K - Net Payment Calculation

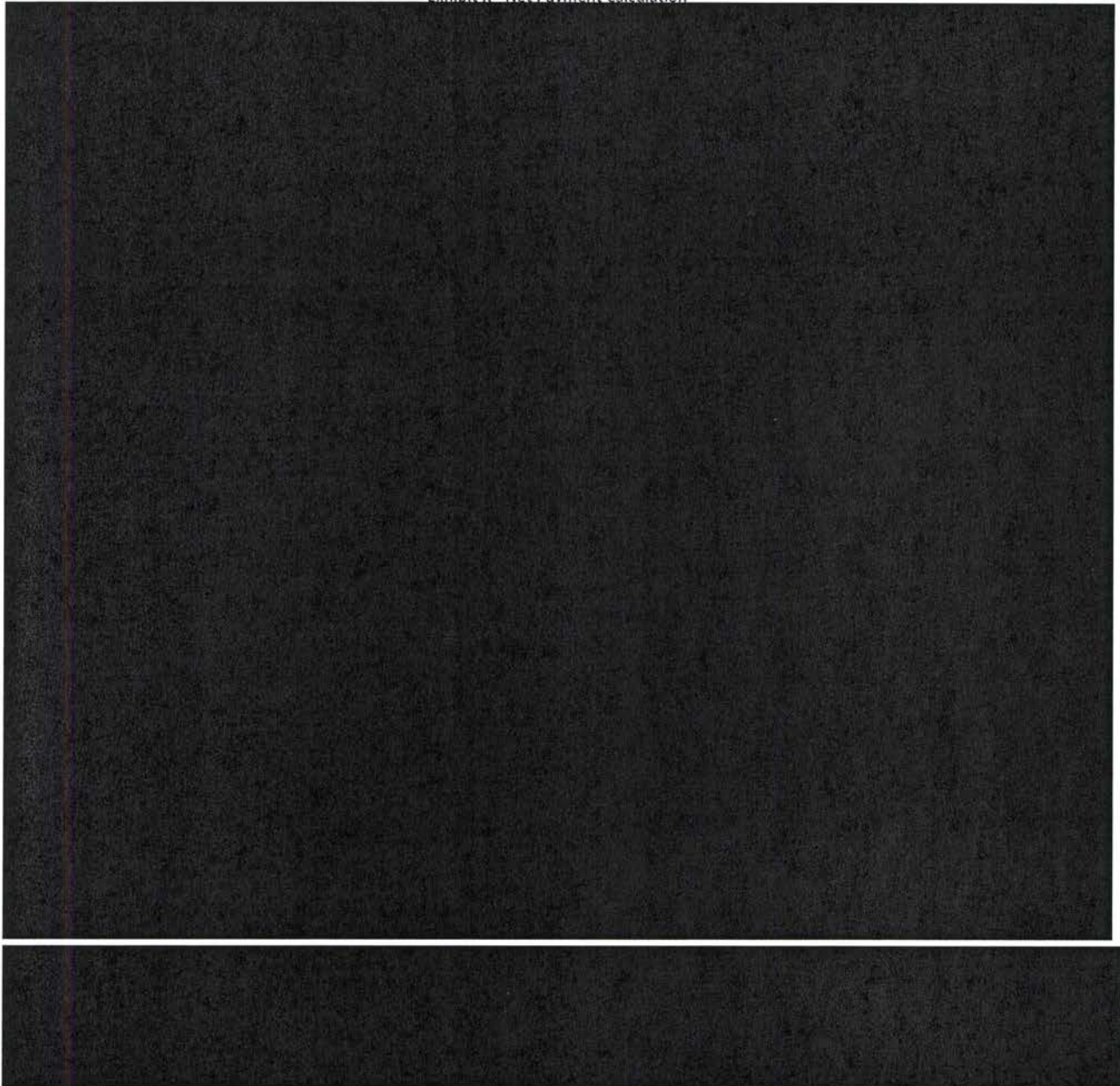


Exhibit B

PUBLIC VERSION

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

BELLSOUTH)	
TELECOMMUNICATIONS, LLC,)	
d/b/a AT&T Florida,)	
	)	Proceeding No. 19-187
<i>Complainant,</i>)	
	)	Bureau ID No. EB-19-MD-006
v.)	
)	
FLORIDA POWER & LIGHT COMPANY,)	
)	
<i>Respondent.</i>)	

**DECLARATION OF WILLIAM ZARAKAS
IN OPPOSITION TO POLE ATTACHMENT COMPLAINT**

1. My name is William P. Zarakas. I am a Principal with The Brattle Group, an economics consulting firm, where I work primarily on economic and regulatory matters concerning the communications and energy industries. I have been involved in the economic analysis of issues facing these industries for roughly 30 years. I have provided reports and/or testimony before the Federal Communications Commission (FCC), the Federal Energy Regulatory Commission (FERC), the Securities and Exchange Commission (SEC), the Copyright Royalty Judges (Library of Congress), the U.S. Congress, state regulatory agencies, arbitration panels, foreign governments, and courts of law. I have previously provided testimony and/or expert reports to the FCC on a range of issues and proceedings, including: the economic issues associated with mergers and acquisitions (e.g., Sprint/TMobile, AT&T/Time Warner, Tribune/Nexstar); the economics and feasibility of deploying broadband networks; competitive analysis with respect to the market for business service data (BDS); market share and churn analyses; cost models; foreclosure and bargaining models; and, pole attachments matters. My curriculum vitae is attached to this declaration.
2. Counsel for Florida Power & Light Company ("FPL") requested that I review the Pole Attachment Complaint submitted to the Federal Communications Commission ("FCC" or "Commission") by BellSouth Telecommunications LLC d/b/a AT&T Florida ("AT&T"),

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and respond to the declaration of Dr. Christian Dippon, who asserted that the pole attachment rates that FPL charged AT&T are not just and reasonable. Dr. Dippon based this assertion on his finding that: 1) FPL exercised undue bargaining power over AT&T in negotiating the terms and rates charged for pole attachments, and 2) the joint use agreement between FPL and AT&T provided no material benefit to AT&T above that provided to competitive local exchange carriers (CLECs) under their leasing arrangements with FPL.

3. Dr. Dippon did not prove that FPL's conduct is indicative of unequal bargaining power, nor did he demonstrate that AT&T does not enjoy material benefits under the joint use agreement compared to what CLECs receive under leased pole attachment arrangements.

I. Background

4. FPL is an electric utility serving 35 counties in Florida. AT&T is an incumbent local exchange carrier ("ILEC"). FPL and AT&T entered into a joint use pole attachment agreement in 1975,¹ at which time AT&T attached to 253,209 FPL poles and FPL attached to 173,256 AT&T poles, for a total of 426,465 poles and a roughly 60% / 40% ownership split. FPL's percentage of joint use pole ownership declined slightly through 1998, at which time AT&T attached to 322,943 FPL poles and FPL attached to 252,888 AT&T poles, for a total of 575,831 poles and a roughly 56% / 44% ownership split. The ratio of FPL / AT&T pole ownership changed again between 1998 and 2017. AT&T's pole ownership is higher in 2017 than it was when the joint use agreement was entered into (AT&T owned 173,256 poles in 1975 and owned 216,850 poles in 2017), but the FPL / AT&T ownership split shifted to roughly 66% / 34% in 2017. Overall, between the initiation of the joint use agreement in 1975 through the current period, AT&T's percentage of pole ownership has declined by about 6%.
5. The percentages of pole ownership are mainly the result of which party (FPL or AT&T) opted to construct new poles. From 1975 through 2017, the FPL-AT&T pole network increased by 208,943 poles, or by 49% over the 426,465 poles in place in 1975. This

¹ The 1975 joint use agreement was between FPL and an AT&T predecessor company, Southern Bell Telephone and Telegraph Company. The FPL-AT&T joint use agreement was amended in 2007.

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increase in poles was largely due to the infrastructure required to serve new customers. Both FPL and AT&T added poles on an annual basis through roughly 1998, when each company's pole count increased by more than 30,000 poles. After that time, AT&T engaged in relatively little pole construction. The change in the percentage of AT&T's pole ownership was thus due to AT&T's own initiatives; it could have maintained or increased the pole ownership ratio that was in place in 1975 by building out more poles².

6. It is my understanding that pole owners are required, by federal legislation, to allow non-ILEC telecommunications providers and cable television operators to attach to their respective poles at rates following formulas set by the FCC or state regulators. On the other hand, ILECs "have no statutory right to nondiscriminatory pole access under section 224(f)(1)."³ Electric utilities and incumbent local exchange carriers had entered into joint use agreements and shared joint pole networks before federal legislation (requiring that pole access be given to non-ILECs) was passed. Joint use agreements "reflect a decades-old contractual responsibility of incumbent LECs to share in infrastructure costs and also account for the fact that incumbent LECs still own many poles today."⁴ The arrangements under which FPL and AT&T attach to each other's poles, as well as any payments due one another, are specified in such a joint use agreement.
7. The rates that are charged by FPL to AT&T are different than the rates that FPL charges to non-ILECs (i.e., CLECs and cable companies). These latter rates are set under formulas specified by the FCC, referred to as the Telecom Rate and Cable Rate, respectively. Also, joint use agreements between ILECs and electric utilities "implicate rights and responsibilities that differ from those in typical pole lease agreements between utilities and telecommunications carriers and cable operators."⁵ That is, joint use agreements typically provide ILECs with benefits that are not similarly conveyed to non-ILECs. FPL indicates

² Declaration of Thomas J. Kennedy on Behalf of Defendant Florida Power and Light Company, ¶ 8.

³ In the Matter of Implementation of Section 224 of the Act, a National Broadband Plan for Our Future, WC Docket No. 07-245, GN Docket No.09-51, Report and Order and Order on Reconsideration, April 7, 2011 (2011 Pole Attachment Order), ¶ 207.

⁴ *Id.*, ¶ 216 n.654.

⁵ 2011 Pole Attachment Order, ¶ 217.

that this is the case with respect to the FPL-AT&T joint use agreement; it provides for benefits that are not provided to non-ILECs under lease arrangements.

II. AT&T's Complaint

8. In the current Complaint, AT&T claims that FPL is overcharging it for pole attachments because, it alleges, the arrangements under which AT&T is able to attach to FPL poles are similarly situated to the arrangements provided by FPL to non-ILECs, while the rates for pole attachments that FPL charges AT&T exceed those that FPL charges non-ILECs under lease arrangements. AT&T asserts that this combination of allegedly similarly situated services and a higher rate is evidence that rates that FPL is charging AT&T are not just and reasonable. AT&T also claims that FPL was able to charge these higher rates because it owns more poles in the FPL-AT&T joint pole network than does AT&T, and was thus able to exert bargaining power over AT&T.
9. The FCC provided guidance as to its standard for “just and reasonable” rates in its 2011 and 2018 Pole Attachment Orders. In its 2011 Pole Attachment Order, the FCC drew a distinction between existing versus new agreements between electric utilities and incumbent local exchange carriers such as AT&T. The Commission found that many joint use agreements between utilities and ILECs were entered into at a time when the parties had more balanced negotiating positions, and concluded that it was “unlikely to find that the rates, terms and conditions in existing joint use agreements unjust or unreasonable.”⁶ However, with respect to new agreements – i.e., those entered more recently, when pole ownership may be more skewed to utilities – the FCC found that, when an ILEC can demonstrate that “it is obtaining pole attachments on terms and conditions that leave them comparably situated to telecommunications carriers or cable operators,” then “competitive neutrality counsels in favor of affording incumbent LECs the same rate as the comparable provider.”⁷ On the other hand, in circumstances when the pole attachment agreement provides the ILEC with a material advantage over telecommunications carriers or cable

⁶ 2011 Pole Attachment Order, ¶ 207.

⁷ *Id.*, ¶ 217.

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operators, the FCC found that a higher rate can be charged, and that the “high-end telecom rate” could serve as a reference point in making such a determination.⁸ I understand that, under the 2011 Pole Attachment Order, incumbent LECs carry the burden of proving that their pole attachment arrangements are similarly situated to the arrangements provided to non-ILECs.⁹

10. In addition, the FCC indicated in its 2011 Pole Attachment Order that evidence of bargaining power in setting pole attachment rates is an important consideration in the FCC’s evaluation of ILEC pole attachment complaints.¹⁰
11. It is my understanding that, in its 2018 Pole Attachment Order, the Commission switched the burden of establishing whether there are similarly situated circumstances, from the ILECs to the utilities. Specifically, it adopted a presumption that, “for newly-negotiated and newly-renewed pole attachment agreements between incumbent LECs and utilities, an incumbent LEC will receive comparable pole attachment rates, terms and conditions as a similarly-situated telecommunications carriers or a cable television system.”¹¹ In cases in which the utility is able to rebut the similarly situated presumption, the FCC ruled that the pre-2011 Pole Attachment telecommunications carrier rate (i.e., the “old telecom rate”) is the maximum rate that a utility and ILEC may negotiate.¹²
12. Counsel for FPL has indicated to me that the FPL contends that its joint use agreement with AT&T should not be affected by either the 2011 or 2018 Pole Attachment Orders because it was an existing joint use agreement at the time that the FCC issued its 2011 Pole

⁸ The FCC modified the pole attachment rate formula under which pole owners (i.e., electric utilities and ILECs) charge non-ILEC telecommunications companies for access to poles in 2011. The modified rate is generally referred to as the “new telecom rate.” The formula under which pole attachment rates were calculated for non-ILEC telecommunications companies prior to the 2011 Pole Attachment Order is referred to as the “old telecom rate,” the “pre-existing telecom rate” or the “high-end telecom rate.”

⁹ 2011 Pole Attachment Order, ¶ 217.

¹⁰ *Id.*, ¶ 215.

¹¹ In the Matter of Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment; Accelerating Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment, WT Docket No. 17-79, WC Docket No. 17-84, Third Report and Order and Declaratory Ruling, August 2, 2018 (2018 Pole Attachment Order), ¶ 123.

¹² 2018 Pole Attachment Order, ¶ 129.

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Attachment Order. However, for purposes of my review, Counsel directed me to consider the guidelines from the FCC in its 2011 Pole Attachment Order in any analysis that I conduct.

13. AT&T retained Dr. Christian Dippon as its economic expert to opine on whether or not the pole attachment rates charged by FPL to AT&T were just and reasonable. Dr. Dippon concluded that the rates that FPL charged AT&T for pole attachment are not just and reasonable because the rate charged is higher than the rate charged to non-ILECs for comparable pole attachment arrangements.
14. Dr. Dippon specified two requirements for determining whether the rate that FPL charges AT&T for poles attachment is just and reasonable: “First, a just and reasonable rate must be competitively neutral. That is, the rate must be consistent with the rates charged to similarly situated telecommunications attachers. Second, the just and reasonable rate charged to an ILEC is one that falls within a specified range between the FCC’s new telecom and preexisting telecom rate formulas.”¹³ Dr. Dippon also concluded that FPL was able to charge higher rates because it has a superior bargaining position over AT&T (i.e., it owns more poles that are in the FPL-AT&T joint use network than does AT&T).
15. I have reviewed the evidence underlying Dr. Dippon’s claim that FPL exerted bargaining power over AT&T with respect to pole attachments, and his conclusion that the pole attachment arrangements provided to AT&T under the joint use agreement is similarly situated to the attachment arrangement afforded non-ILECs under lease arrangements with FPL. I find that the evidence available does not support either of these assertions.
16. Dr. Dippon’s conclusion regarding FPL’s bargaining power was based on his review of the percentage of FPL ownership in the FPL-AT&T joint pole network and upon representations made by AT&T personnel concerning FPL’s behavior during negotiations and other communications with AT&T.¹⁴ As I explain below, well established bargaining theory recognizes that, in this case, a majority percentage of pole ownership is not the sole

¹³ Affidavit of Christian M. Dippon In Support of Pole Attachment Complaint, ¶ 20.

¹⁴ Dippon Declaration, ¶ 18.

indicator of bargaining power, and that consideration of outside options (for both AT&T and FPL) serves to offset any potential bargaining power differentials. FPL asserts that it offered to buy AT&T's poles and negotiate (with AT&T) contractual arrangements and pole attachment rates similar to those conveyed to non-ILECs.¹⁵ This offer indicates that AT&T faced a lower cost alternative (compared to the alternatives available to FPL), and therefore mitigates any bargaining power differential which might arise from pole ownership percentages. In addition, FPL's behavior in negotiations – offering its counterparty a lower cost alternative – runs counter to the type of behavior expected from a firm exerting superior bargaining power.

17. Dr. Dippon, as well as Ms. Dianne Miller and Mr. Mark Peters, also found that “AT&T does not enjoy material net benefits” under its joint use agreement with FPL,¹⁶ compared to pole attachment arrangements provided by FPL to non-ILECs under lease arrangements (by way of the FCC's regulated Telecom rate). This is in contrast to the benefits summarized by Mr. Kennedy in his declaration and noted by the FCC in its review in prior pole attachment complaints.¹⁷ It also diverges from the preference revealed by AT&T in opting to continue with a joint use agreement rather than pursue FPL's offer to buy AT&T's poles and negotiate contractual arrangements and pole attachment rates similar to those conveyed to non-ILECs. Such a preference indicates that AT&T perceives that the pole attachment arrangements under the joint use agreement is superior to that provided under the lease arrangements.

III. FP&L's Conduct is Not Indicative of undue bargaining power

18. The 1975 Joint Use Agreement targeted the percentage shares of pole ownership at 47.4% for AT&T and 52.6% for FPL, referred to in the agreement as the “objective

¹⁵ Kennedy Declaration, ¶ 36.

¹⁶ Dippon Declaration, ¶¶ 33-40

¹⁷ In the Matter of Verizon Florida LLC, Complainant v. Florida Power and Light Company, Respondent. Docket No. 14-216 File No. EB-14-MD-003, February 11, 2015, ¶ 24.

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percentage(s).”¹⁸ The objective percentage of pole ownership is an important measure in the joint use agreement because payments (i.e., equity settlements) are due only when one party’s actual pole ownership is less than the agreed upon objective percentage.¹⁹ These objective percentages were negotiated between FPL and ATT, as evidenced by a May 1975 letter from Southern Bell to FPL, in which AT&T summarized its proposal and FPL’s acceptance of space usage and adjustment rate provisions.²⁰

19. When the FPL-AT&T joint use agreement was initiated in 1975, AT&T owned roughly 40% of the poles in the joint pole network while FPL owned the remaining 60%. Southern Florida was, and continues to be, a growth area, so any shortfall between the objective percentage for AT&T specified in the joint use agreement (47.4%) and AT&T’s then actual percentage of pole ownership (roughly 40%) was envisioned to be made up through AT&T’s construction of new poles.²¹
20. Review of pole ownership statistics indicates that AT&T increased its percentage ownership of poles to roughly 44% in 1988 and maintained this ownership percentage through 1998.²² Subsequently, the percentage of AT&T pole ownership declined, eventually reaching its current level of 34%. This reduction in AT&T’s percentage of pole ownership is due to AT&T not engaging in new pole construction. Furthermore, AT&T has not sought to purchase any joint use poles from FPL as a means of attaining the objective percentage of pole ownership.²³ Thus, any reduction in the percentages of pole

¹⁸ Joint Use Agreement Between Florida Power & Light Company and Southern Bell Telephone and Telegraph Company, § 1.1.19.

¹⁹ Joint Use Agreement, § 10.9. “The party having less than its objective percentage ownership of jointly used poles shall pay an equity settlement to the other party for the calendar year a sum equal to the appropriate adjustment rate times the number of poles it is deficient from its objective percentage of ownership.”

²⁰ May 19, 1975, C.S. Ferris, Chief Engineer, Southern Bell, to J.M. Tinsley, Chief Engineer, attached to the Kennedy Declaration as Exhibit B.

²¹ Joint Use Agreement, § 4.3. “...the party owning less than its objective percentage of joint use poles under this Agreement shall erect or replace within a reasonable time any joint use pole, or any other pole to be so used, that is required by either of the parties and be the owner thereof.”

²² Kennedy Declaration, ¶ 35.

²³ *Id.*, ¶ 34.

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ownership largely reflects AT&T's own preferences. Going forward, AT&T can increase its percentage of pole ownership if it is willing to construct new poles. It can also request transfers of pole ownership from FPL.

21. The decline in AT&T's pole ownership percentage also coincides with the change in regulation away from a rate of return framework in which earnings are based on a rate base. The shift away from rate-of-return regulation for ILECs has reduced their incentives to invest in assets²⁴
22. There is no evidence that FPL has taken any proactive action to exploit its alleged increase in bargaining power. Specifically, it has not changed the terms or formulas in the original joint use agreement in order to realize higher rates. As indicated earlier, payments from AT&T to FPL are due only when AT&T's percentage of pole ownership falls below the agreed upon objective percentage and, then, payment is only due for the "number of poles it is deficient from its objective percentage of ownership"²⁵ multiplied by the adjustment rate, which is based on a formula which calculates the "average annual cost of joint use poles for the next preceding year," and where the annual cost is defined as the "average historic in-place cost of joint use poles ... multiplied by an annual charge rate comprised of amortization factors, taxes and other elements of cost as determined in accordance with acceptable accounting practices."²⁶ This formula, based on actual costs, has not changed since the Joint Use Agreement was signed in 1975.
23. Telling evidence of the absence of bargaining power on the part of FPL can be found in the discussions and negotiations between FPL and AT&T themselves. AT&T and Dr. Dippon assert that AT&T was held hostage by FPL, with FPL refusing to consider alternatives to

²⁴ This is not to suggest that AT&T or other ILECs have neglected to invest in the infrastructure that is needed to effectively deliver services. Also, with respect to the regulation of electric utilities, some analysts have criticized rate of return regulation as producing the unintended consequence of incentivizing utilities to over-invest in assets in order to build up their rate base and, hence, earnings. To counteract such an incentive, state regulatory commissions, including the Florida Public Service Commission reviews the prudence of investments and rate base as part of the rate case process.

²⁵ Joint Use Agreement, § 10.9.

²⁶ *Id.*, § 10.6.

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the rates set forth in the joint use agreement.²⁷ However, as indicated above, FPL presents an entirely different account. FPL agrees with AT&T that it does not see a reason to change the joint use agreement, but also indicates that it has presented AT&T with alternative arrangements. Specifically, FPL indicates that, over the last five years, it has offered to purchase AT&T's poles and negotiate attachment rates and arrangements that would be comparable to what FPL provides to non-ILECs.²⁸ However, FPL indicates that AT&T was largely unresponsive to its offer.

24. FPL's offer and AT&T's decision to not pursue it is informative on two counts. First, AT&T's preference reveals that it finds value in the arrangements for pole attachments provided under the joint use agreement over that afforded under lease arrangements. Second, FPL's behavior does not indicate that it was exerting bargaining power to force AT&T into continuing with the joint use agreement. Instead, any impasse in negotiation stems from AT&T's preference for retaining the joint use agreement pole attachment while also demanding that it pay the rate associated with a differently situated pole attachment arrangement (i.e., under the non-ILEC telecom rate).
25. In addition, relying on the percentage of pole ownership as a primary indicator of bargaining power is misleading for the case at hand. Joint pole ownership involves mutual dependence on pole access, which differs significantly from the buyer / seller relationships underlying traditional market power analysis (i.e., where buyers of a service are also not sellers of the same service). FPL would be significantly harmed by foreclosure of access to the 40% of joint use network poles that were owned by AT&T in 1975, and will likewise be harmed by foreclosure of access to the 34% of that are currently owned by AT&T. It would be irrational for FPL to engage in a game of brinksmanship with AT&T, irrespective of any potential differences between FPL and AT&T in harm associated with loss of the joint use agreement.

²⁷ Dippon Declaration, ¶ 14.

²⁸ Kennedy Declaration, ¶ 36.

26. The Commission itself has acknowledged that the percentage of pole ownership is not the sole indicator of bargaining power. In its 2011 Pole Attachment Order, the Commission explained that well established bargaining theories “predict that each party will consider its best alternative to a negotiated agreement when negotiating.” Specifically, the Commission noted that, although pole ownership percentage may be an initial indicator of bargaining power, “if there were less-costly alternatives for the incumbent LEC to pole deployment, or additional costs that the electric utility would need to consider under the best outside alternative, this would reduce the disparity in the relative bargaining power of the parties.”²⁹
27. In the absence of mandatory ILEC pole access, the least cost alternatives for AT&T and FPL would be the avoided cost associated with building out an independent pole network – a very costly alternative. However, AT&T was also given the option to withdraw from pole ownership altogether, as explained in Mr. Kennedy’s declaration. This option is almost certain to be considerably less costly than would be the case should AT&T have to deploy its own pole network. This next best option serves to offset any potential bargaining power differences that might accompany a differential in present-day pole ownership.

IV. The Joint Use Agreement and Non-ILEC Attachment Arrangements Are Not Comparably Situated

28. An important part of the FCC’s 2011 and 2018 Pole Attachment Orders concerns the terms and benefits associated with incumbent LEC joint use agreements compared to those available to non-ILECs and cable companies; that is, determining whether or not the arrangements under which ILECs are able to attach to utility poles are similarly (or comparably) situated with the arrangements under which non-ILECs are permitted to attach. I understand, based on a representation from Counsel and my reading of the FCC’s 2011 Pole Attachment Order, that AT&T has the burden of demonstrating that the

²⁹ 2011 Pole Attachment Order, ¶ 206 n. 618.

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arrangements for pole attachments afforded it under the Joint Use Agreement are similarly situated with those provided to non-ILECs under their lease arrangements with FPL.³⁰

29. The Declarations of Ms. Dianne Miller and Mr. Mark Peters assert that AT&T receives no material benefits under the joint use agreement compared to what is received by non-ILECs under lease arrangements with FPL. Dr. Dippon also addresses this issue, and concludes that, when the cost of AT&T's reciprocal rights and responsibilities under the joint use agreement are taken into account, AT&T does not receive any net material benefit. Dr. Dippon also points out that the benefits that AT&T realizes under the joint use agreement (above those realized by non-ILECs under lease arrangements) are also realized by FPL when it uses AT&T poles, so any benefits that AT&T receives under the joint use agreement are, effectively, cancelled out. Thus, according to Ms. Miller, Mr. Peters and Dr. Dippon, AT&T would be at least equally well off – and possibly better off – if it were able attach to FPL's poles under the non-ILEC lease arrangement and have no reciprocal obligation to provide joint use type services to FPL.
30. However, their assertions are contradicted by AT&T's own actions and revealed preference. A reasonable and very practical test of comparability is whether or not AT&T is willing to substitute its joint use agreement for an arrangement that is the same or comparable to that provided by FPL to non-ILECs. As indicated above, FPL has sought several times to purchase AT&T's poles and negotiate attachment arrangements and rates that would be comparable to the arrangements and rates that FPL provides to non-ILECs.³¹ Such a conversion would remove any doubt about whether or not ILEC and non-ILEC attachment arrangements are comparably situated. However, FPL indicates that AT&T did not respond to its offers, strongly suggesting that AT&T does not consider that the two pole attachment arrangements – one under the Joint Use Agreement and the other under FPL's lease arrangements to non-ILECs – are similarly situated.

³⁰ 2011 Pole Attachment Order, ¶ 217.

³¹ Kennedy Declaration, ¶ 36.

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31. AT&T's revealed preference is also aligned with representations made by FPL concerning the benefits that AT&T receives under the joint use agreement compared to those received by non-ILECs under leasing arrangements. As summarized in the Declaration of Thomas Kennedy, these material net benefits include: guaranteed access and capacity (including FPL modify replacing existing poles to meet height and/or strength required to accommodate AT&T's needs); make-ready avoidance; and, savings in terms of time value of money (AT&T pays any fees due annually in arrears under the joint use agreement, whereas non-ILECs pay for leasing semi-annually in advance).³²
32. These material advantages are also in line with the net benefits noted by the FCC in prior reviews. These include the value associated with the ILEC occupying the lowest usable space on a pole, utility accommodation of ILEC space needs by installing taller poles, and waived make-ready costs and post-inspection fees.³³ The Commission also recognized that ILECs receive value from access (to utility poles) itself,³⁴ which would likely be significant in monetary terms.
33. In addition to these ongoing benefits, AT&T also realized considerable benefits over time, in terms of cost and deployment efficiencies associated with its joint pole use arrangement with FPL. The joint use agreement formed a sharing arrangement through which each party was able to reduce its costs of service without compromising quality. This gave AT&T ready and unfettered access to the joint pole network as if it were its own. Seamless access to a pole network in the era before implementation of the Telecommunications Act of 1996 also allowed AT&T to establish itself as a reliable service provider in the eyes of its customers, which was a key factor in enabling the company to maintain a strong market share in the evolving market.

³² Kennedy Declaration, ¶¶ 9-27.

³³ In the Matter of Verizon Florida LLC, Complainant v. Florida Power and Light Company, Respondent. Docket No. 14-216 File No. EB-14-MD-003, February 11, 2015, ¶ 24.

³⁴ *Id.* As indicated earlier, the Commission recognized that ILECs "have no statutory right to nondiscriminatory pole access under section 224(f)(1)." 2011 Pole Attachment Order, ¶ 216 n.654.

V. Conclusion

34. Two of the foundational elements underlying AT&T's assertion that the pole attachment rates charged by FPL are unjust and unreasonable are without basis and contradicted by the available evidence. Specifically: 1) bargaining theory and FPL's behavior do not support allegations that FPL exerted bargaining power over AT&T and 2) AT&T's revealed preference (in opting to not accept FPL's offer to buy AT&T's poles and negotiate a pole attachment arrangement that would be comparable to that provided to non-ILECs) indicates that AT&T receives positive net benefits under the joint use agreement.

PUBLIC VERSION

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 12, 2019


WILLIAM P. ZARAKAS

PUBLIC VERSION

WILLIAM P. ZARAKAS

Principal

Boston, MA

+1.617.864.7900

Bill.Zarakas@brattle.com

William Zarakas is a Principal with The Brattle Group, an economics consulting firm, and an expert on economic and regulatory matters in the electricity, telecommunications and media industries. He heads Brattle's retail energy practice, and leads much of Brattle's work concerning regulatory and business models, cost and rate analysis, infrastructure deployments and grid modernization, and smart grid and utility platform issues. Mr. Zarakas has authored reports and articles on performance based regulation (PBR), "utility of the future" visions and implementation, and inter-modal competition in the retail electricity sector.

Mr. Zarakas also has a leadership role in Brattle's practice in telecommunications and media. He has provided expert reports and testimonies in a range of regulatory proceedings concerning competition issues in the telecommunications industry, access and infrastructure sharing, forbearance from price regulation, and foreclosure and price effects associated with mergers among telecom carriers and media companies. He has also developed models concerning the economics and financial feasibility of building-out broadband infrastructure, conducted valuations of a wide range of wireless spectrum bands and holdings, and examined the distribution of royalties and retransmission fees in the cable and satellite television industries.

He has also led special investigations on behalf of corporate boards of directors and audits of management practices and operational and financial performance on behalf of regulatory commissions.

Mr. Zarakas has provided testimony and expert reports before the Federal Communications Commission, the Federal Energy Regulatory Commission, the Securities and Exchange Commission, the Copyright Royalty Judges (Library of Congress), the U.S. Congress, state regulatory agencies, arbitration panels, foreign governments and courts of law.

He holds an M.A. in economics from New York University and a B.A., also in economics, from the State University of New York.

Utility Regulatory and Business Models. Analyzed, advised and/or testified on matters concerning regulatory frameworks, performance-based regulation (PBR) and utility business models, notably with respect to emerging competitive alternatives and network integration. Recent work includes:

- Analyzed implementation of New York's Reforming the Energy Vision by modeling the economics of the utility platform model, access pricing and financial impacts of retail competition on utility.
- Analyzed, advised and/or testified on matters concerning performance incentive mechanism (PIMs); e.g., analyses of: New York's "earnings adjustment mechanisms" on behalf of New York's six investor owned utilities) and performance measures and incentive structures on behalf of the Hawaiian Electric Companies.
- Surveyed and analyzed PBR frameworks and applications, including multi-year rate plans (MRPs), PIMs and other alternative regulatory mechanisms, including the U.K.'s "RIIO" model.

PUBLIC VERSION

WILLIAM P. ZARAKAS

- Surveyed and analyzed regulatory approaches to setting electric distribution reliability standards around the world on behalf of the Australian Energy Market Commission (AEMC).
- Modeled multi-variate “utility of future” scenarios using system dynamic approach on behalf of utilities and industry groups.
- Advised Board of Directors of a major generation and transmission (G&T) cooperative and its member electric distribution cooperatives on matters concerning: asset valuations, risk management strategy, merger and acquisition options, and outlook for retail electric markets.

Infrastructure and Investment Analysis. Analyzed and testified on matters concerning infrastructure economics and financial feasibility. Work includes:

- Led benefit-cost and economic “break-even” analysis of utility system reliability and resilience investment using a value of lost load (VOLL) methodology on behalf of Public Service Electric & Gas Company (PSE&G).
- Developed cost and revenue models to estimate costs, feasibility and customer rates associated with deploying wireless broadband to rural areas on behalf of GCI Communications.
- Conducted financial feasibility analysis concerning deployment of a broadband communications network for an Asian electric utility.
- Analyzed economics and financial feasibility of providing (wholesale) transport and (retail) broadband services for multiple U.S. electric utilities.
- Led comprehensive modeling concerning costs and rates for unbundled network elements (UNEs), undertaken in fulfillment of requirements associated with the Telecommunications Act of 1996, using the Total Element Long Run Incremental Cost (TELRIC) methodology.

Due Diligence, Valuation and Management Audits. Work includes:

- Due diligence of northwestern U.S. electric and gas utility on behalf of buyer; analysis included comprehensive sales, revenue, and operating and capital cost modeling and scenarios.
- Led numerous analyses of the values of wireless spectrum in the U.S., Canada, the Middle East and North Africa (MENA), and other geographic markets. Scope of analyses included: PCS, AWS, 2.3-2.5 GHz, SMR, PLMR, IVDS, MSS and Big Leo spectrum bands, among others, for purposes of planning, transactional analysis, regulatory proceedings, domestic and international arbitration, and commercial litigation.
- Led strategic organizational options analysis for the Board of Trustees of the Long Island Power Authority (LIPA).
- Led special investigations; e.g., economic analysis of “swap” transaction for the Special Committee of the Board of Directors of Global Crossing.
- Led management and/or regulatory audits of utilities and telecommunications carriers on behalf of state regulatory commissions Alabama, Kentucky, Maryland, New York and Pennsylvania.

Competition and Antitrust. Recent work includes:

- Analyzed prospective merger savings and divestiture losses for electric and gas utilities in merger applications before the U.S. Securities and Exchange Commission (SEC).
- Analyzed effectiveness of retail competition in U.S. electricity markets.

PUBLIC VERSION

WILLIAM P. ZARAKAS

- Examined market structure and degree of competition in U.S. retail telecom markets, with regard to Petitions for FCC to forbear from price regulating resale services and UNEs.
- Conducted merger simulation and horizontal and vertical foreclosure analyses for telecom and media mergers; e.g., Comcast-Time Warner Cable; AT&T-Time Warner; Sinclair-Tribune; and, Disney-Fox.
- Led comprehensive analysis of competition in U.S. markets for business data services (BDS, previously referred to as special access).
- Analyzed acquisition price premium in merger of cross-state gas and electric utilities.

Other Regulatory Analyses. Recent work includes:

- Led benchmarking studies of utility costs and regulatory practices.
- Analyzed markets for and costs of providing utility pole attachments.
- Calculated total factor productivity (TFP) and X factors in price regulation proceedings involving utilities before state regulatory commissions and incumbent telecommunications carriers before the FCC.
- Analyzed costs and value of retransmitted television programming in cable and satellite video markets on behalf of Music Claimants in proceedings involving distribution of royalty funds.
- Examined impact of regulatory fees and constraints on economic output in 22 countries in the Middle East and Africa for international mobile carrier.

Expert Testimony

Direct Testimony of William Zarakas In the Matter of the Application of Potomac Electric Power Company for the Authority to Implement a Multiyear Rate Plan for Electric Distribution Service in the District of Columbia, Formal Case No. 1156 (May 30, 2019).

Response to PC 51 Request for Comments, Prepared for Joint Utilities of Maryland, Prepared by William Zarakas, Sanem Sergici, Pearl Donohoo-Vallett, and Nicole Irwin in Exploring the Use of Alternative Rate Plans or Methodologies to Establish New Base Rates for an Electric Company of Gas Company Before the Public Service Commission of Maryland, PC 51 (March 29, 2019).

Declaration of William Zarakas and Dr. Eliana Garces Before the Federal Communications Commission In the Matter of Tribune Media Company (Transferor) and Nexstar Media Group, Inc. (Transferee) Consolidated Application for Consent to Transfer Control, MB Docket No. 19-30 (March 18, 2019).

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Direct and Rebuttal Testimony of William P. Zarakas On Behalf of Public Service Company of Oklahoma Before the Corporation Commission of the State of Oklahoma In the Application of the Public Service Company of Oklahoma For an Adjustment To Its Rates and Charges and the Electric Service Rules, Regulations and Conditions of Service For Electric Service in the State of Oklahoma, Cause No. PUD 201800085 (September 21, 2018, February 5, 2019).

PUBLIC VERSION

WILLIAM P. ZARAKAS

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Declaration of William P. Zarakas Before the Federal Communications Commission In the Matter of Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) to Accelerate Investment in Broadband and Next-Generation Networks WC Docket No. 18-141, Opposition of Granite to USTelecom's Forebearance Petition (August 6, 2018).

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Declaration (August 7, 2017) and Reply Declaration (August 29, 2017) of William P. Zarakas and Jeremy A. Verlinda Before the Federal Communications Commission In the Matter of Tribune Media Company (Transferor) and Sinclair Broadcast Group, Inc. (Transferee), Consolidated Applications for Consent to Transfer Control, MB Docket No. 17-179.

Before the State of New York Public Service Commission In the Matter of Earnings Adjustment Mechanism and Scorecard Reforms Supporting the Commission's Reforming the Energy Vision, Case 16-M-0429, On Behalf of the New York Joint Utilities (Central Hudson Gas and Electric Corporation, Consolidated Edison Company of New York, Inc., New York State Electric & Gas Corporation, Niagara Mohawk Power Corporation d/b/a National Grid, Orange and Rockland Utilities, Inc., and Rochester Gas and Electric Corporation), Report: "Assessment of Load Factor as a System Efficiency Earnings Adjustment Mechanism," William Zarakas, Sanem Sergici, et. al. (February 10, 2017).

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PUBLIC VERSION

WILLIAM P. ZARAKAS

Declaration of William P. Zarakas and Matthew Aharonian in the United States Court for the District of Columbia Circuit United States Telecom Association, Petitioner, v. Federal Communications Commission and the United States of America, Respondents, Case No. 15-1063 (and consolidated cases) (May 22, 2015).

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Before the Public Utilities Commission of the State of Hawaii, In The Matter of Public Utilities Commission Instituting an Investigation to Reexamine the Existing Decoupling Mechanisms for Hawaiian Electric Company, Inc., Hawaii Electric Light Company, Inc., and Maui Electric Company, Limited, Docket No. 2013-1041, On Behalf of the Hawaiian Electric Companies. Report: "Targeted Performance Incentives: Recommendations to the Hawaiian Electric Companies," Prepared For The Hawaiian Electric Companies, William P. Zarakas and Philip Q Hanser (September 15, 2014).

Before the New Mexico Public Regulatory Commission, In The Matter Of The Application of TECO Energy, Inc., New Mexico Gas Company, Inc. and Continental Energy Systems, LLC, For Approval of TECO Energy Inc.'s Acquisition of New Mexico Gas Intermediate, Inc. and For All Other Approvals and Authorizations Required To Consummate and Implement The Acquisition, Utility Case No. 13-00231-UT, On Behalf of TECO Energy, Inc., New Mexico Gas Company, Inc. and Continental Energy Systems, LLC, Joint Applicants (March 2014).

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"Review and Analysis of Service Quality Plan Structure In The Massachusetts Department of Public Utilities Investigation Regarding Service Quality Guidelines For Electric Distribution Companies and Local Gas Distribution Companies." Philip Q Hanser, David E. M. Sappington and William P. Zarakas, Massachusetts D.P.U. 12-120 (March 2013).

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PUBLIC VERSION

WILLIAM P. ZARAKAS

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"Comparative Market Value Analysis of Upper 700 MHz Public Safety Spectrum" Before the Before the Federal Communications Commission In the Matter of The Development of Operational, Technical and Spectrum Requirements for Meeting Federal, State and Local Public Safety Communications Requirements Through the Year 2010, WT Docket No. 96-86 (June 2006).

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Direct and rebuttal testimony Before the Federal Communications Commission In the Matter of Virginia Cable Telecommunications Association v. Virginia Electric and Power Company, d/b/a Dominion Virginia Power and Dominion North Carolina Power, PA No. 01-005 (December 21, 2001).

"Analysis Of The Economic Impact Of A Divestiture Of The Gas Operations Of Rochester Gas And Electric Corporation" Before the U.S. Securities and Exchange Commission included in Form U-1 Application/ Declaration Under The Public Utility Holding Company Act of 1935 in the combination of Energy East Corporation with RGS Energy Group, Inc. (June 20, 2001) in Exhibit J-1 (May 15, 2001).

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PUBLIC VERSION

WILLIAM P. ZARAKAS

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"Analysis Of The Economic Impact Of A Divestiture Of The Gas Operations Of Energy East" Before the U.S. Securities and Exchange Commission included in Form U-1 Application/ Declaration Under The Public Utility Holding Company Act of 1935 in the combination of Energy East Corporation with CMP Group, Inc. and with CTG Resources, Inc. in Exhibit J-1 (October 29, 1999).

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Direct (November 3, 1997) and Rebuttal (November 25, 1997) Panel Testimony of William P. Zarakas and D. Daonne Caldwell Before the South Carolina Public Service Commission In Re: Proceeding to Review BellSouth Telecommunications, Inc.'s Cost Studies for Unbundled Network Elements, Docket No. 97-374-C.

Direct Panel Testimony of William P. Zarakas and D. Daonne Caldwell Before the Florida Public Service Commission In Re: Petition of AT&T, MCI, and MFS for Arbitration with BellSouth Concerning Interconnection, Rates, Terms and Conditions of a Proposed Agreement, Docket Nos. 960757-TP/960833-TP/960846-TP/960916-TP/971140-TP (November 13, 1997).

Direct (October 10, 1997) and Rebuttal (October 17, 1997) Panel Testimony of William P. Zarakas and D. Daonne Caldwell Before the Tennessee Regulatory Authority In Re: Contested Cost Proceeding to Establish Final Cost Based Rates for Interconnection and Unbundled Network Elements, Docket No. 97-01262.

Direct (August 29, 1997) and Rebuttal (September 12, 1997) Panel Testimony of William P. Zarakas and D. Daonne Caldwell before the Alabama Public Service Commission In Re: Generic Proceeding: Consideration of TELRIC Studies, Docket No. 26029.

Direct (April 30, 1997) and Rebuttal (September 8, 1997) Panel Testimony of William P. Zarakas and D. Daonne Caldwell before the Georgia Public Service Commission In Re: Review of Cost Studies, Methodologies and Cost-Based Rates for Interconnection and Unbundling of BellSouth Telecommunications Services, Docket No. 7061-U.

Direct (July 11, 1997) and Rebuttal (September 5, 1997) Panel Testimony of William P. Zarakas and D. Daonne Caldwell Before the Louisiana Public Service Commission In Re: Review of Consideration of BellSouth Telecommunications, Inc.'s TSLRIC and LRIC Cost Studies to Determine Cost of Interconnection Services and Unbundled Network Components, to Establish Reasonable, Non-Discriminatory, Cost-Based Tariff Rates, Docket Nos. U-22022/22093.

PUBLIC VERSION

WILLIAM P. ZARAKAS

Direct and Rebuttal Testimony Before the Virginia State Corporation Commission on Behalf of United Telephone - Southeast, Inc. and Centel Corporation (May 1994).

Direct and Rebuttal Testimony Before the Tennessee Public Service Commission on Behalf of United Telephone - Southeast, Inc., Docket No. 93-04818 (January 28, 1994).

Direct and Rebuttal Testimony Before the Florida Public Service Commission on Behalf of Southern Bell Telephone & Telegraph Company, Docket No. 920260-TL (December 10, 1993).

Direct and Rebuttal Testimony Before the Tennessee Public Service Commission on behalf of South Central Bell, Docket Nos. 92-13527 and 93-00311 (March 22 and March 29, 1993).

Papers, Publications and Presentations

Washington D.C. Performance Based Regulation Workshop, presented by William Zarakas, Sanem Sergici and Pearl Donohoo-Vallett, September 19, 2018.

Hawaii Public Utilities Commission Performance Based Regulation Workshop, PBR Tools and Experience Panel, "The Intersection of Utility Platforms and PBR," William Zarakas, Honolulu, HI, July 23-24, 2018.

"A New Face for PBR: Aligning Incentives in the Electric Utility Ecosystem" by William Zarakas, *Public Utilities Fortnightly*, December 2017.

"Two-sided Markets and the Utility of the Future: How Services and Transactions Can Shape the Utility Platform," by William P. Zarakas, *The Electricity Journal*, Volume 30 (2017) 43-46.

Performance Based Regulation: Plans Goals, Incentives and Alignment, by William Zarakas, Toby Brown, Léa Grausz, Heidi Bishop and Henna Trewn, prepared for DTE Energy, December 6, 2017.

PBR: Applications and Future, presented by William Zarakas to the Michigan PSC PBR Collaborative, Lansing, Michigan, November 8, 2017.

"DER Incentive Mechanisms as a Bridge to the Utility of the Future," by William P. Zarakas, Frank C. Graves and Heidi Bishop, presented at SNL Knowledge Center's Energy Utility Regulation Conference: Strategies for Profit and Reliability, December 14, 2016.

"Electric Utility Services and Evolving Platforms in the Mid-Atlantic Region," by William Zarakas, presented at the Mid-Atlantic Conference of Regulatory Utilities Commissioners (MACRUC) 20th Annual Education Conference, Williamsburg, VA, June 23, 2015.

"Growth Prospects and Shifting Electric Utility Business Models: Retail, Wholesale and Telecom Markets," by William P. Zarakas, *The Electricity Journal*, Volume 28, Issue 5, June 2015.

PUBLIC VERSION

WILLIAM P. ZARAKAS

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"Utility Investments in Resiliency: Balancing Benefits with Cost in an Uncertain Environment," by William P. Zarakas, Sanem Sergici, Heidi Bishop, Jake Zahniser-Word and Peter S. Fox-Penner, *The Electricity Journal*, Volume 27, Issue 5, June 2014.

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"Finding the Balance Between Reliability and Cost: How Much Risk Should Consumers Bear?," by William P. Zarakas and Johannes P. Pfeifenberger, presented at the Western Conference of Public Service Commissioners, Santa Fe, NM, June 3, 2013

"The Utility of the Future: Distributed or Not?," by William P. Zarakas, presented at Advanced Energy 2013, New York, NY, April 30, 2013

"Rates, Reliability, and Region," by William P. Zarakas, Philip Q Hanser, and Kent Diep, *Public Utilities Fortnightly*, January 2013

"Approaches to Setting Electric Distribution Reliability Standards and Outcomes," by Serena Hesmondhalgh, William P. Zarakas, and Toby Brown, The Brattle Group, Inc., January 2012

"Analysis of Strategic Organizational Options for the Long Island Power Authority," by William P. Zarakas, Frank C. Graves, and Michael J. Beck, prepared for the Board of Trustees, Long Island Power Authority, October 2011.

"Measuring Concentration In Radio Spectrum License Holdings," by Coleman Bazelon and William Zarakas, presented at the Telecommunications Policy Research Conference (TPRC), George Mason University, September 26, 2009.

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PUBLIC VERSION

WILLIAM P. ZARAKAS

“The Impact of the Number of Mobile Operators on Consumer Benefit,” White Paper, March 2005 (with Kenneth J. Martinian and Carlos Lapuerta).

“Wholesale Pricing and Local Exchange Competition”, Info, Volume 6, Number 5, 2004, pp. 318-325 (with Lisa V. Wood and David E. M. Sappington).

“Regulatory Performance Measurement Plans and the Development of Competitive Local Exchange Telecommunications Markets”, Working Paper, November 2003 (with David E. M. Sappington, Lisa V. Wood and Glenn A. Woroch).

“FCC Pole Attachment Rates: Rebutting Some of the Presumptions,” presented to utility regulators, March 2003 (with Lisa V. Wood).

“The Concurrent Exchange of Fiber Optic Capacity and Services Between Global Crossing and its Carrier Customers,” prepared for Special Committee on Accounting Matters of the Board of Directors of Global Crossing Ltd., January 2003.

Exhibit C

PUBLIC VERSION

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

BELLSOUTH)	
TELECOMMUNICATIONS, LLC,)	
d/b/a AT&T Florida,)	
	)	Proceeding No. 19-187
<i>Complainant,</i>)	
	)	Bureau ID No. EB-19-MD-006
v.)	
)	
FLORIDA POWER & LIGHT COMPANY,)	
)	
<i>Respondent.</i>)	


**DECLARATION OF DAVID BROMLEY
IN OPPOSITION TO POLE ATTACHMENT COMPLAINT**

1. My name is David T. Bromley, and my business address is Florida Power & Light Company ("FPL" or the "Company"), 700 Universe Boulevard, Juno Beach, Florida 33408.
2. I am over the age of eighteen and am otherwise competent to testify.
3. I have been employed by Florida Power & Light Company ("FPL") since 1983. I am the Manager, Regulatory Services for FPL's Power Delivery business unit, where my job responsibilities include, among other things, overseeing FPL's joint use and pole attachment agreements, processes and policies and ensuring Power Delivery's compliance with various regulatory agencies' (e.g., Florida Public Service Commission, Federal Communication Commission, Florida Department of Transportation, local government) rules, regulations and requirements.
4. I hold a Bachelor of Arts Degree in Business Administration from Otterbein College, graduating in 1976, and have over 40 years of education and work experience in accounting and electric utility regulatory compliance.

PUBLIC VERSION

5. The purpose of my declaration is to provide certain factual detail regarding the dealings between FPL and BellSouth Telecommunications, d/b/a AT&T Florida (“AT&T”) related to the January 1, 1975 Joint Use Agreement (“1975 JUA”) in the time before the filing of AT&T’s Complaint.

6. From 1975 to early 2017, AT&T regularly and promptly paid FPL the joint use invoice tendered by FPL for net rental charges calculated pursuant to the adjustment rate under the 1975 JUA.

7. On March 5, 2018, FPL sent an invoice to AT&T in the principal sum of  which represented the net amount due for AT&T’s attachments on FPL poles during the 2017 calendar year. AT&T did not timely pay this invoice.

8. On April 3, 2018 and April 20, 2018, phone discussions occurred between FPL and AT&T regarding the processing of the March 5, 2018 invoice. During both calls, AT&T raised “concerns” regarding the calculations and financial data underlying the JUA rate calculation.

9. Over the next several months, AT&T responded to FPL’s repeated requests for payment by claiming it was going through a “vetting process” which required approval by several management levels. AT&T submitted several questions regarding the calculation of the rates under the terms of the JUA and FPL promptly responded each time.

10. Months and months passed without AT&T paying FPL’s joint use invoice. During that time, AT&T never provided FPL written notification of the specific allegations it had regarding alleged issues with the 1975 JUA or any specifics regarding the 1975 JUA rental rates.

PUBLIC VERSION

11. Indeed, AT&T never requested that FPL renegotiate the 1975 JUA rates, provided any specifics as to what AT&T believed was a lawful rate or even stated how much AT&T believed it owed FPL for use of its joint use poles. AT&T did not even provide such information in the parties' direct negotiations or at their mediation. AT&T simply persisted in claiming the 1975 JUA rate was unlawful and demanding that FPL explain the justification for the 1975 JUA rate.

12. In the intervening months, FPL requested a face-to-face meeting with AT&T for the purpose of resolving the dispute over non-payment of the March 5, 2018 joint use invoice. During discussions, FPL expressly inquired whether AT&T was asking to renegotiate the rate. AT&T stated that it was not asking to renegotiate.

13. On February 1, 2019, after a year had passed with no payment on the previous invoice for the 2017 calendar year, FPL submitted another invoice, in the principle sum of [REDACTED] seeking payment for the net rent due for AT&T's occupancy on FPL poles for the 2018 calendar year. In response, FPL received no payment or written objection from AT&T.

14. In addition, AT&T still did not make any attempt to identify what it thought was due for its occupancy on the FPL poles during the 2018 calendar year. AT&T remained silent and continued to withhold all payments to FPL.

15. On July 1, 2019, AT&T delivered payment to FPL in the form of two checks totaling [REDACTED] which represented the outstanding principal balance, absent interest, due for rental charges on the FPL invoices for the 2017 and 2018 calendar years.

PUBLIC VERSION

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 11, 2019



DAVID T. BROMLEY

Exhibit D

PUBLIC VERSION

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

BELLSOUTH)	
TELECOMMUNICATIONS, LLC,)	
d/b/a AT&T Florida,)	
	)	Proceeding No. 19-187
<i>Complainant,</i>)	
	)	Bureau ID No. EB-19-MD-006
v.)	
)	
FLORIDA POWER & LIGHT COMPANY,)	
)	
<i>Respondent.</i>)	

**DECLARATION OF RENAE B. DEATON ON BEHALF
OF DEFENDANT FLORIDA POWER AND LIGHT COMPANY**

I, RENAE B. DEATON, having personal knowledge of the facts contained herein, state as follows:

1. My name is Renae B. Deaton, and my business address is Florida Power & Light Company ("FPL" or the "Company"), 700 Universe Boulevard, Juno Beach, Florida 33408.
2. I am over the age of eighteen and am otherwise competent to testify.
3. I am employed by FPL as Director, Clause Recovery & Wholesale Rates, in the Regulatory & State Governmental Affairs Department and have worked for FPL for the past 21 years.
4. I hold a Bachelor of Science in Business Administration and a Master of Business Administration from Charleston Southern University.
5. For the past 30 years, I have held various positions dealing with rates and cost of service. Prior to my current position, I held the positions of Regulatory Affairs Manager, Senior Manager of Rate Design, Senior Manager of Cost of Service and Load Research, and Director, Cost Recovery Clauses. I assumed my current position in October 2017. I have testified on numerous occasions on rates and cost of service issues before the Florida Public Service Commission and the Federal Energy Regulatory Commission. My current and prior positions' responsibilities included developing FPL's pole attachment rates.
6. The purpose of my declaration is to explain and support the calculation of the pre-existing and new telecom rates pursuant to the formulas adopted by the Federal Communications Commission ("FCC"). I have calculated the rates for BellSouth Telecommunications',

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d/b/a AT&T Florida ("AT&T") use of FPL's distribution poles and FPL's use of AT&T's poles.

I. Formula Rate Methodology

7. **Telecom Attachment Rates for AT&T Use of FPL's Poles.** I have calculated pole attachment rates for AT&T's attachments to FPL's distribution poles under the pre-existing and the new formula rate methodologies for the rate years 2014 through 2019. The pre-existing formula rate methodology was specified in the FCC's Consolidated Partial Order on Reconsideration No. 01-170 (May 25, 2001) ("Pre-existing Telecom Rate"). The new formula rate methodology is specified in the FCC's Report and Order on Reconsideration No. 11-50 (April 7, 2011) (the "New Telecom Rate"). My calculations are attached as Exhibit RBD-1.

8. **New Telecom Attachment Rates for AT&T Use of FPL's Poles**

The New Telecom Rate is comprised of two basic components: (i) the space factor that reflects the percentage of useable space, and (ii) the annual pole costs.

That rate is: Rate = Space Factor x Cost

The Space Factor formula is:

$$\text{Where Space Factor} = \left[\frac{\left(\frac{\text{Space Occupied}}{\text{Pole Height}} \right) + \left(\frac{2}{3} \times \frac{\text{Unusable Space}}{\text{No. of Attaching Entities}} \right)}{\text{Pole Height}} \right]$$

I calculated a Space Factor of 24.67% for FPL's distribution poles based on the following inputs provided by FPL witness Thomas J. Kennedy:

FPL Distribution Poles	
AT&T Space Used	4.5
Number of Attaching Entities	2.99
Average Pole Height	40.4
Usable Space	15.9
Unusable Space	24.5

The Cost formula is: N x (Net Cost of a Bare Pole x Carrying Charge Rate)

Where N =

in Service Areas where the number of Attaching Entities is 5 = 0.66

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in Service Areas where the number of Attaching Entities is 4 = 0.56
in Service Areas where the number of Attaching Entities is 3 = 0.44
in Service Areas where the number of Attaching Entities is 2 = 0.31
in Service Areas where the number of Attaching Entities is not a whole number N
is interpolated from the cost allocator associated with the nearest whole numbers
above and below the number of Attaching Entities.

The net cost per bare pole formula is: Net Pole Investment / Number of Poles.

The formula for Net Pole Investment in distribution poles is:

[Gross Investment in FERC Account 364 - Accumulated Depreciation for FERC
Account 364 - Accumulated Deferred Income Taxes ("ADIT") allocated to poles] *
Bare Pole Factor]

The data for the gross pole investment is taken from the FERC Form No. 1 for FERC
Account 364 (Poles, Towers & Fixtures). The accumulated depreciation associated
with FERC Account 364 is taken from the FPSC Status Report Schedule II. Specific
page, line, and column references to the schedules for the data inputs can be found on
my exhibit. ADIT is allocated to poles based on the ratio of gross pole investment to
total gross electric plant investment. The ADIT includable for FCC telecom rates is
the net of the deferred tax assets and liabilities in accounts 190, 281, 282, 283. The
Bare Pole Factor is 85%.

The carrying charge rate is the sum of the carrying charge rates for the following
elements: (1) administrative, (2) maintenance, (3) depreciation, (4) taxes, and (5)
return.

The administrative element carrying charge rate is calculated by dividing the
administrative and general expenses from FERC Accounts 920-935 by net electric plant
investment. The net electric plant investment is calculated by taking the gross electric
plant in FERC Accounts 101-107 and 114, less accumulated depreciation in FERC
Accounts 108, 110, 111, and 115, less ADIT in FERC Accounts 190, 281, 282, and
283. The data is taken from the FERC Form No. 1.

The maintenance element carrying charge rate is calculated by dividing the
maintenance expenses in FERC Account 593 (Maintenance of Overhead Lines) by the
net investment associated with overhead lines (FERC accounts 364, 365 and 369). The
net investment associated with overhead lines is the gross investment in FERC accounts
364, 365 and 369 less the associated accumulated depreciation and less the ADIT
allocated to overhead lines. ADIT is allocated to overhead lines based on the ratio of
gross investment accounts 364, 365 and 369 to total gross electric plant investment.
The data is taken from the FERC Form No. 1 and the FPSC Status Report Schedule II.

The depreciation element carrying charge rate is calculated by dividing the depreciation
expense for poles (FERC Account 364) by the net investment in FERC Account 364.
The depreciation expense is determined by multiplying the depreciation rate for poles

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in FERC Account 364 by the gross investment in FERC Account 364. The gross and net investment for poles is the same as that used in the net cost per bare pole calculation.

The taxes element carrying charge rate is calculated by dividing net tax expenses in FERC Accounts 408.1, 409.1, 410.1, 411.4, and 411.1 (credit) by net electric plant investment. Net electric plant investment is the same value used in the administrative element carrying charge rate calculation. The data is taken from the FERC Form No. 1.

The return element is set to the FCC default rate. The FCC default rate is 11.25% for rate years 2014 and 2015. Beginning July 1, 2016, the FCC default rate is reduced 25 basis points per year until reaching 9.75% on July 1, 2021. The return element is calculated as the average of the rate in effect on January through June and July through December of each year. For rate years 2016-2019, the return element is shown in the following table.

Rate Year	Jan – Jun	Jul – Dec	Average Return
2016	11.25	11.00	11.125
2017	11.00	10.75	10.845
2018	10.75	10.50	10.625
2019	10.50	10.25	10.375

The resulting New Telecom Rates for AT&T's attachments to FPL's distribution poles are as follows:

Rate Year	Distribution
2014	
2015	
2016	
2017	
2018	
2019	

9. **Pre-Existing Telecom Attachment Rates for AT&T Use of FPL's Poles**

The formula for the Pre-Existing Rate is nearly the same as the New Telecom Rate and uses the same inputs, except that the cost formula does not use a cost allocator "N". The Pre-Existing Rate formula is Space Factor x Cost, where the Space Factor is calculated in the same manner as the New Telecom Rate and Cost is = Net Cost of a Bare Pole x Carrying Charge Rate. The Net Cost of a Bare Pole and the Carrying Charge Rate are calculated in the same manner as in the New Telecom Rate formula.

The resulting Pre-Existing Telecom Rates for AT&T's attachments to FPL's distribution poles are as follows:

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Pre-Existing Telecom Rates For AT&T's Use of FPL's Distribution Poles

Rate Year	Distribution
2014	
2015	
2016	
2017	
2018	
2019	

10. Difference in the rate calculations of AT&T witness Daniel P. Rhinehart

I have compared the rates calculated by AT&T witness Rhinehart to my calculations in the following table:

Pre-Existing Telecom Rates		
Rate Year	FPL calculation	AT&T calculation
2014		
2015		
2016		
2017		
2018		

The major drivers of the differences are in the calculation of the space factor, the net investment, and the carrying charge rates. I calculated a space factor of 24.67% based on FPL's statistical analysis as discussed by FPL witnesses Rob Murphy and Tom Kennedy. AT&T's space factor of 11.20% was based on rebuttable default values.

The differences in the net cost per bare pole and the carrying charge rates are driven in part by AT&T's use of total distribution plant accumulated depreciation to calculate accumulated depreciation for FERC accounts 364, 365 and 369, rather than the actual accumulated depreciation associated with these accounts. FPL provides a status report annually to the Florida Public Service Commission that provides detailed plant in service and accumulated depreciation by FERC plant account. It is not appropriate to allocate total distribution plant accumulated depreciation when the accumulated depreciation for the specific FERC account is available.

The final contributing factor impacting AT&T's calculation of the carrying charge rate is the difference in the return element. FPL has been operating under a settlement agreement which is silent on the approved cost of capital, therefore FPL is using the same default FCC return used by AT&T to calculate charges to FPL for use of AT&T's poles.

- 11. Telecom Attachment Rates for FPL Use of AT&T's Poles.** I used the same FCC formulas for the calculation of the new and pre-existing rates for FPL attachments to

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AT&T's poles as used for AT&T's attachments to FPL's distribution poles described above. The inputs were taken from the AT&T cost data in its ARMIS Report.

I calculated a space factor of 36.53 % based on the data provided by AT&T:

AT&T Poles	
FPL Space Used	10.5
Number of Attaching Entities	5
Average Pole Height	37.5
Usable Space	13.5
Unusable Space	24

The net cost per bare pole formula is: Net Pole Investment / Number of Poles.

The formula for Net Pole Investment is:

[Gross Investment in poles in account 2411 - Accumulated Depreciation in account 3100 - ADIT for poles in accounts 4100 and 4340] * Bare Pole Factor (0.95)].

AT&T's Net Pole investment is negative in 2016 and 2017, therefore the rates in those years are calculated on a gross plant basis rather than net plant. The formula to calculate the rates on a gross plant basis is specified in the FCC's Consolidated Partial Order on Reconsideration No. 01-170 (May 25, 2001). The carrying charge rates for the administrative and taxes elements are calculated as the percentage of total gross investment, rather than net investment. The carrying charge rates for the maintenance element is calculated as the percentage of gross pole investment, rather than net investment in poles. The depreciation element is set to the depreciation rate. The return element is calculated as the FCC default return as described above times the ratio of net pole investment to gross pole investment.

The resulting New and Pre-Existing Telecom Rates for FPL's use of AT&T's poles are as follows:

New and Pre-Existing Telecom Rates for FPL use of AT&T's Poles

Rate Year	New Telecom Rate	Pre-Existing Rate
2014		
2015		
2016		
2017		
2018		
2019		

My calculations agree with AT&T witness Rhinehart's calculations in each year except 2016 due to the difference in the return element. Witness Rhinehart used an 11.25% return

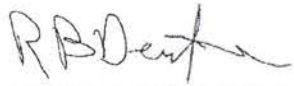
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for the year rather than averaging the lowered return of 11.0% starting July 1, 2016 as discussed above.

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Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 14, 2019

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

Signature

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DECLARATION OF RENAE B. DEATON
List of Exhibits

Exhibit RBD-1 - Rate Calculations

Exhibit RBD-1

Rate Calculations

FPL00162

Rate Calculation for AT&T on FPL Pole

Line #	Rate Year Data Year	2019 2018	2018 2017	2017 2016	2016 2015	2015 2014	2014 2013	Source
1	Space Factor	24.67%	24.67%	24.67%	24.67%	24.67%	24.67%	Ln 13
2	Net Cost per Bare Pole	\$ 1,109.58	\$ 904.55	\$ 621.58	\$ 507.09	\$ 425.79	\$ 351.89	Ln 20
3	Carrying Charge Rate	24.33%	28.87%	34.36%	36.50%	38.51%	41.66%	Ln 21
4	Cost Allocator	0.44	0.44	0.44	0.44	0.44	0.44	FCC Default
5								Ln 1 * Ln 2 * Ln 3 * Ln 4
6								Ln 1 * Ln 2 * Ln 3
7	Space Occupied	4.5	4.5	4.5	4.5	4.5	4.5	
8	Unusable space allocator	0.667	0.667	0.667	0.667	0.667	0.667	FCC Default
9	Pole Height	40.4	40.4	40.4	40.4	40.4	40.4	
10	Usable Space	15.9	15.9	15.9	15.9	15.9	15.9	
11	Unusable Space	24.5	24.5	24.5	24.5	24.5	24.5	
12	Number of Attaching Entities	2.99	2.99	2.99	2.99	2.99	2.99	
13	Space Factor	24.67%	24.67%	24.67%	24.67%	24.67%	24.67%	[Ln 7 * (Ln 8 * Ln 11 / Ln 12)] / Ln 9
14	Gross Pole Investment	\$ 2,273,473,450	\$ 1,973,624,010	\$ 1,697,177,991	\$ 1,479,602,006	\$ 1,319,508,753	\$ 1,166,978,351	FERC Form 1, p. 207, Line/Col 64g
15	Pole Accumulated Depreciation	\$ 499,568,628	\$ 514,307,943	\$ 532,970,657	\$ 526,493,103	\$ 517,090,636	\$ 499,856,126	FPSC Status Report, Schedule II Col h
16	Pole Accumulated Deferred Taxes	\$ 220,942,170	\$ 194,855,294	\$ 304,243,038	\$ 255,986,718	\$ 219,782,571	\$ 186,538,943	Ln 53 / Ln 36 * Ln 14
17	Net Pole Investment	\$ 1,552,962,652	\$ 1,264,460,773	\$ 859,964,296	\$ 697,122,185	\$ 582,635,545	\$ 480,583,282	Ln 14 - Ln 15 - Ln 16
18	Number of Poles	1,189,657	1,188,202	1,175,993	1,168,532	1,163,099	1,160,848	FPL Dist. Reliability Rpt., p. 49
19	Bare Pole Factor	0.85	0.85	0.85	0.85	0.85	0.85	FCC Default
20	Net Cost Per Bare Pole	\$ 1,109.58	\$ 904.55	\$ 621.58	\$ 507.09	\$ 425.79	\$ 351.89	Ln 17 / Ln 18 * Ln 19
21	Total Carrying Charge Rate	24.33%	28.87%	34.36%	36.50%	38.51%	41.66%	Ln 24 + Ln 27 + Ln 31 + Ln 34 + Ln 35
22	Administrative & General Expense	\$ 333,675,208	\$ 443,699,308	\$ 335,632,043	\$ 347,310,070	\$ 354,091,172	\$ 407,062,399	FERC Form 1, p. 323, Line/Col 197b
23	Net Utility Investment	\$ 33,018,296,511	\$ 30,896,468,958	\$ 24,322,210,906	\$ 22,909,483,777	\$ 21,041,873,588	\$ 19,839,364,100	Ln 39
24	Administrative & General Element	1.01%	1.44%	1.38%	1.52%	1.68%	2.05%	Ln 22 / Ln 23
25	Maintenance Expense	\$ 110,459,008	\$ 116,092,027	\$ 110,563,510	\$ 111,695,879	\$ 105,193,491	\$ 123,514,911	FERC Form 1, p. 322, Line/Col 149b
26	Net Investment Acct 364, 365, 369	\$ 4,081,339,481	\$ 3,391,882,006	\$ 2,353,729,021	\$ 1,970,213,471	\$ 1,645,188,762	\$ 1,431,938,773	Ln 48
27	Maintenance Element	2.71%	3.42%	4.70%	5.67%	6.39%	8.63%	Ln 25 / Ln 26
28	Distribution Plant Depreciation Rate	3.23%	3.26%	4.10%	4.10%	4.10%	4.10%	FERC Form 1, p. 377.1, Line/Col 43e+44e
29	Gross Pole Investment	\$ 2,273,473,450	\$ 1,973,624,010	\$ 1,697,177,991	\$ 1,479,602,006	\$ 1,319,508,753	\$ 1,166,978,351	Ln 14
30	Net Pole Investment	\$ 1,552,962,652	\$ 1,264,460,773	\$ 859,964,296	\$ 697,122,185	\$ 582,635,545	\$ 480,583,282	Ln 17
31	Depreciation Element	4.73%	5.08%	8.09%	8.70%	9.29%	9.96%	Ln 28 * Ln 29 / Ln 30
32	Operating Taxes	\$ 1,818,596,877	\$ 2,567,032,935	\$ 2,264,897,571	\$ 2,172,638,891	\$ 2,083,030,322	\$ 1,939,410,571	FERC Form 1, p. 114, Line/Col 14 thru 19c
33	Net Utility Investment	\$ 33,018,296,511	\$ 30,896,468,958	\$ 24,322,210,906	\$ 22,909,483,777	\$ 21,041,873,588	\$ 19,839,364,100	Ln 39
34	Tax Element	5.51%	8.31%	9.31%	9.48%	9.90%	9.78%	Ln 32 / Ln 33
35	Return Element	10.375%	10.625%	10.875%	11.125%	11.250%	11.250%	AT&T Return Element

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FPL00163

Rate Calculation for AT&T on FPL Pole

Line #	Rate Year Data Year	2019 2018	2018 2017	2017 2016	2016 2015	2015 2014	2014 2013	Source
	FPL Cost Data							
	Net Utility Investment							
36	Total Utility Plant	\$ 53,458,000,738	\$ 51,348,955,432	\$ 47,430,045,196	\$ 44,501,432,696	\$ 41,288,086,464	\$ 39,199,777,228	FERC Form 1, p. 200, Line/Col 13c
37	Total Plant Accumulated Depreciation	\$ 15,244,514,164	\$ 15,382,819,830	\$ 14,605,331,233	\$ 13,892,732,753	\$ 13,369,106,690	\$ 13,094,414,276	FERC Form 1, p. 200, Line/Col 14c
38	Total Plant Accumulated Deferred Income Taxes	\$ 5,195,190,063	\$ 5,069,666,644	\$ 8,502,503,057	\$ 7,699,216,166	\$ 6,877,106,186	\$ 6,265,998,852	Ln 53
39	Net Utility Investment	\$ 33,018,296,511	\$ 30,896,468,958	\$ 24,322,210,906	\$ 22,909,483,777	\$ 21,041,873,588	\$ 19,839,364,100	Ln 36 - Ln 37 - Ln 38
	Net Investment Acct 364, 365, 369							
40	Acct 364 Poles, Towers and Fixtures	\$ 2,273,473,450	\$ 1,973,624,010	\$ 1,697,177,991	\$ 1,479,602,006	\$ 1,319,508,753	\$ 1,166,978,351	FERC Form 1, p. 207, Line/Col 64g
41	Acct 365 Overhead Conductors and Devices	\$ 2,769,849,168	\$ 2,417,141,550	\$ 2,074,007,668	\$ 1,785,647,013	\$ 1,497,776,158	\$ 1,372,209,275	FERC Form 1, p. 207, Line/Col 65g
42	Acct 369 Services	\$ 1,291,830,757	\$ 1,207,961,146	\$ 1,140,271,612	\$ 1,074,978,134	\$ 1,004,500,148	\$ 941,887,136	FERC Form 1, p. 207, Line/Col 69g
43	Total Acct 364, 365, 369	\$ 6,335,153,375	\$ 5,598,726,706	\$ 4,911,457,271	\$ 4,340,227,153	\$ 3,821,785,059	\$ 3,481,074,762	Ln 40 + Ln 41 + Ln 42
43	Accumulated Depreciation Acct 364	\$ 499,568,628	\$ 514,307,943	\$ 532,970,657	\$ 526,493,103	\$ 517,090,636	\$ 499,856,126	FPSC Status Report, Schedule II
44	Accumulated Depreciation Acct 365	\$ 656,745,399	\$ 680,743,235	\$ 707,703,809	\$ 681,794,398	\$ 658,080,123	\$ 627,983,683	FPSC Status Report, Schedule II
45	Accumulated Depreciation Acct 369	\$ 481,832,887	\$ 459,032,950	\$ 436,605,952	\$ 410,821,209	\$ 364,853,976	\$ 364,853,976	FPSC Status Report, Schedule II
46	Accumulated Depreciation Acct 364, 365, 369	\$ 1,638,146,914	\$ 1,654,084,127	\$ 1,677,280,418	\$ 1,619,108,710	\$ 1,540,024,736	\$ 1,492,693,785	Ln 43 + Ln 44 + Ln 45
47	Accumulated Deferred Income Taxes Acct 364, 365, 369	\$ 615,666,980	\$ 552,760,573	\$ 880,447,832	\$ 750,904,972	\$ 636,571,561	\$ 556,442,205	Ln 53 / Ln 36 * Ln 43
48	Net Investment Acct 364, 365, 369	\$ 4,081,339,481	\$ 3,391,882,006	\$ 2,353,729,021	\$ 1,970,213,471	\$ 1,645,188,762	\$ 1,431,938,773	Ln 43 - Ln 46 - Ln 47
	Deferred Income Taxes							
49	Acct 190 (dr)	\$ 1,931,273,565	\$ 1,903,126,799	\$ 1,072,949,668	\$ 968,895,257	\$ 991,621,512	\$ 1,056,745,888	FERC Form 1, p. 234, Line/Col 8c
50	Acct 281 (cr)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	FERC Form 1, p. 273, Line/Col 8k
51	Acct 282 (cr)	\$ 5,758,644,772	\$ 5,434,961,347	\$ 7,920,581,966	\$ 7,106,306,963	\$ 6,572,756,582	\$ 6,052,230,877	FERC Form 1, p. 275, Line/Col 2k
52	Acct 283 (cr)	\$ 1,367,818,856	\$ 1,537,832,096	\$ 1,654,870,759	\$ 1,561,804,460	\$ 1,295,971,116	\$ 1,270,513,863	FERC Form 1, p. 277, Line/Col 9k
53	Total [-190+ (281 to 283)]	\$ 5,195,190,063	\$ 5,069,666,644	\$ 8,502,503,057	\$ 7,699,216,166	\$ 6,877,106,186	\$ 6,265,998,852	- Ln 48+ Ln 49+ Ln 50+ Ln 51
	Operating Taxes							
54	Acct 408.1 Taxes Other Than Income Taxes	\$ 1,305,609,375	\$ 1,292,536,097	\$ 1,193,759,440	\$ 1,209,838,556	\$ 1,168,551,830	\$ 1,123,446,756	FERC Form 1, p. 114, Line/Col 14c
55	Acct 409.1 Income Taxes - Federal	\$ 248,842,756	\$ 150,681,258	\$ 79,949,232	\$ 434,203,546	\$ 238,851,126	\$ 159,753,169	FERC Form 1, p. 114, Line/Col 15c
56	Acct 409.1 Income Taxes - Other	\$ 90,417,574	\$ 26,976,559	\$ 64,113,158	\$ 52,911,599	\$ 67,080,761	\$ 41,971,695	FERC Form 1, p. 114, Line/Col 16c
57	Acct 410.1 Provision for Deferred Income Taxes	\$ 2,564,684,004	\$ 2,813,967,313	\$ 2,624,768,812	\$ 2,185,753,256	\$ 2,552,482,433	\$ 2,740,473,092	FERC Form 1, p. 114, Line/Col 17c
58	Acct 411.4 Investment Tax Credit Adj	\$ 206,771,636	\$ (3,502,803)	\$ 119,536,056	\$ 193,033	\$ 1,150,705	\$ 391,608	FERC Form 1, p. 114, Line/Col 19c
59	Less Acct 411.1 Prov for Def Income Taxes - Cr	\$ 2,597,728,468	\$ 1,713,625,489	\$ 1,817,229,127	\$ 1,710,260,099	\$ 1,945,086,533	\$ 2,126,625,749	FERC Form 1, p. 114, Line/Col 18c
60	Operating Taxes	\$ 1,818,596,877	\$ 2,567,032,935	\$ 2,264,897,571	\$ 2,172,638,891	\$ 2,083,030,322	\$ 1,939,410,571	Ln 54 + Ln 55 + Ln 56 + Ln 57 + Ln 58 - Ln 59

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Rate Calculation for FPL on ATT Pole

Line	Rate Year Data Year	2014 2012	2015 2013	2016 2014	2017 2015	2018 2016	2019 2017	2020 2018	Source
1	Space Factor	36.53%	36.53%	36.53%	36.53%	36.53%	36.53%	36.53%	Ln 13
	Basis of Rate Calculation	Net	Net	Net	Net	Gross	Gross	Net	
2	Cost per Bare Pole	53.99	32.72	29.21	4.61	499.04	516.32	194.44	For net cost basis: Ln 22; for gross cost basis: Ln 23
3	Carrying Charge Rate	119.96%	159.47%	165.36%	848.16%	10.47%	6.07%	37.93%	Ln 23
4	Cost Allocator	0.66	0.66	0.66	0.66	0.66	0.66	0.66	FCC Regs
5									Ln 1 * Ln 2 * Ln 3 * Ln 4
6									Ln 1 * Ln 2 * Ln 3
7	Space Occupied	10.5	10.5	10.5	10.5	10.5	10.5	10.5	per AT&T
8	Unusable space allocator	0.667	0.667	0.667	0.667	0.667	0.667	0.667	CFR 47 J sec. 1.1409
9	Pole Height	37.5	37.5	37.5	37.5	37.5	37.5	37.5	per AT&T
10	Usable Space	13.5	13.5	13.5	13.5	13.5	13.5	13.5	per AT&T
11	Unusable Space	24	24	24	24	24	24	24	per AT&T
12	Number of Attaching Entities	5	5	5	5	5	5	5	per AT&T
13	Space Factor	0.365333333	0.365333333	0.365333333	0.365333333	0.365333333	0.365333333	0.365333333	{ Ln 7 + Ln 8 * Ln 11 / Ln 12 } / Ln 9
14	Gross Investment - Poles	234,907,000	234,530,000	236,748,000	240,273,000	243,960,000	252,485,000	195,849,000	ARMIS Ln 101
15	Accumulated Depreciation - Poles	201,414,000	209,183,000	220,913,000	233,416,000	246,750,000	259,379,000	77,433,000	ARMIS Ln 201
16	Net Current Deferred Operating Income Taxes - Poles	114,000	691,000	-174,000	-320,000	0	0	0	ARMIS Ln 401
17	Net Non-Current Deferred Operating Income Taxes - Poles	6,382,000	8,594,000	1,711,000	4,921,000	7,057,000	7,986,000	23,093,000	ARMIS Ln 404
18	Net Investment - Poles	26,997,000	16,062,000	14,298,000	2,256,000	(9,847,000)	(14,880,000)	95,323,000	Ln 14 - (Ln 15 + Ln 16 + Ln 17)
19	Equivalent Number of Poles	475,064	466,293	464,964	464,494	464,416	464,561	465,739	ARMIS Ln 601
20	Bare Pole Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	CFR 47 J sec. 1.1409
21	Gross Cost Per Bare Pole	469.75	477.82	483.72	491.42	499.04	516.32	399.49	Ln 14 / Ln 19 * Ln 20
22	Net Cost per Bare Pole	53.99	32.72	29.21	4.61	(20.14)	(30.43)	194.44	Ln 18 / Ln 19 * Ln 20
23	Total Carrying Charge Rate	1.1995719	1.594651937	1.653611829	8.481613466	0.104680814	0.060650903	0.379275957	Ln 26 + Ln 29 + Ln 33 + Ln 36 + (Ln 37 for Net cost basis, Ln 38 for gross cost basis)
24	General & Administrative Expense	474,910,000	-121,081,000	474,486,000	203,283,000	124,183,000	-77,709,000	294,258,000	ARMIS Ln 503
25	Investment-Total Plant In Service	1,603,032,000	872,535,000	2,121,528,000	1,986,579,000	16,789,434,000	14,695,997,000	2,961,593,000	gross costs basis: ARMIS Ln 100
26	General & Administrative Rate	29.63%	-13.88%	22.37%	10.23%	0.74%	-0.53%	9.94%	Ln 24 / Ln 25
27	Maintenance Expense - Poles	2,321,000	1,620,000	1,709,000	2,559,000	3,629,000	2,805,000	5,141,000	ARMIS Ln 501.1
28	Investment - Poles	26,997,000	16,062,000	14,298,000	2,256,000	243,960,000	252,485,000	95,323,000	For net cost basis: Ln 18; for gross cost basis: Ln 14
29	Maintenance Rate	8.60%	10.09%	11.95%	113.43%	1.49%	1.11%	5.39%	Ln 27 / Ln 28
30	Depreciation Rates - Poles	6.50%	6.50%	6.50%	6.50%	6.50%	6.50%	3.18%	ARMIS Ln 301
31	Gross Investment - Poles	234,907,000	234,530,000	236,748,000	240,273,000	243,960,000	252,485,000	195,849,000	ARMIS Ln 101
32	Net Investment - Poles	26,997,000	16,062,000	14,298,000	2,256,000	(9,847,000)	(14,880,000)	95,323,000	ARMIS Ln 201
33	Depreciation Rate for Rate Devalpamant	56.56%	94.91%	107.63%	692.28%	6.50%	6.50%	6.53%	For net cost basis = Ln 30 * Ln 31 / Ln 32; for gross cost basis = Ln 30
34	Operating Taxes	223,242,000	498,184,000	260,744,000	424,070,000	364,289,000	-59,614,000	175,918,000	ARMIS Ln 504
35	Investment - Total Plant In Service	1,603,032,000	872,535,000	2,121,528,000	1,986,579,000	16,789,434,000	14,695,997,000	2,961,593,000	gross costs basis: ARMIS Ln 100
36	Tax Rate	13.93%	57.10%	12.29%	21.35%	2.17%	-0.41%	5.94%	Ln 34 / Ln 35
37	Return Element	11.250%	11.250%	11.125%	10.875%	10.625%	10.375%	10.125%	FCC default
38	Return Element if Net Investment-Poles is negative	NA	NA	NA	NA	-0.43%	-0.61%	NA	Ln 37 * Ln 18 / Ln 14

Exhibit E

PUBLIC VERSION

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

BELLSOUTH)	
TELECOMMUNICATIONS, LLC,)	
d/b/a AT&T Florida,)	
	)	Proceeding No. 19-187
<i>Complainant,</i>)	
	)	Bureau ID No. EB-19-MD-006
v.)	
)	
FLORIDA POWER & LIGHT COMPANY,)	
)	
<i>Respondent.</i>)	

DECLARATION OF ROBERT MURPHY ON BEHALF OF
ALPINE COMMUNICATION CORP.

1. My name is Robert Murphy. I have been employed by Alpine Communication Corp. ("Alpine") for approximately 21 years. I currently hold the position of Senior Vice President. I have been responsible for managing all aspects of Alpine's business which has included being responsible for managing the joint use audits of the above referenced parties for the past 18 to 19 years. As an officer of the company, I have authority to provide this declaration on behalf of Alpine.

2. Alpine was founded in 1980 to provide support services to utility and CATV companies throughout the state of Florida. Over the past 39 years, Alpine has provided services to such companies as TECO, Duke Energy, Jacksonville Electric Authority, AT&T, Verizon, Sprint, Comcast, Crown Castle and Century Link. Since 1993, Alpine has been the CATV and NON-LEC Telecom Permit Process administrator for Florida Power & Light Company ("FPL").

3. The purpose of this declaration is to provide data regarding FPL distribution poles located in the state of Florida that are occupied by Bellsouth Telecommunications, LLC d/b/a AT&T Florida ("AT&T"). As provided in further detail below, in regard to the shared FPL distribution poles, AT&T occupies an average of 1.18' of space per joint use pole and there is an average of .028 of governmental attachments per joint use pole.

PUBLIC VERSION

A. Alpine Joint Use Audits of FPL / AT&T Shared Distribution Poles:

4. Alpine is very familiar with the joint use poles shared by FPL and AT&T in the state of Florida. Since the mid to late 1980s, Alpine has been performing joint use audits (“**Joint Use Audits**”) on behalf of FPL and AT&T.¹ In the 1990’s, Alpine began the practice of auditing different geographic areas each year with the end goal of auditing every pole shared by FPL and AT&T within a 5 year cycle. At the end of the 5 year cycle, Alpine starts the cycle over again.

5. Once the Joint Use Audit is complete, all attaching parties, including AT&T have an opportunity to participate with Alpine in a post audit field check. AT&T typically participates in the post audit field check. In reference to each of the prior Joint Use Audits performed by Alpine for the most recent 5 year cycle, AT&T has signed off confirming the accuracy of the Joint Use Audits.

6. Based upon the most current Joint Use Audits performed by Alpine in the last 5 year cycle, AT&T occupies 401,919 FPL distribution poles in Florida. These FPL distribution poles occupied by AT&T are divided up and located in six geographic areas. A breakdown of the most recent Joint Use Audits performed in each of these six geographic areas with AT&T occupancy is as follows:

Geographic Area for Audit	# of FPL Dist. poles occupied by AT&T	Last Audit in Area
Central Florida	44,856	2019
North Florida	40,174	2018
Brevard Florida	39,714	2018
Miami-Dade	111,486	2016
Broward	63,597	2015
East	102,092	2015
Total	401,919	

7. In reference to the Joint Use Audits, information obtained and recorded by Alpine includes: (a) the number of FPL distribution poles to which AT&T is attached; (b) the number of other licensees attached (excluding governmental attachers); (c) the type of pole material (i.e. wood, concrete, steel, etc.); and (d) the pole height.

¹ In 2017, Alpine entered into a 4 year extension to continue to perform the joint use audits for FPL and AT&T.

PUBLIC VERSION

B. July 2019 Sample Audit of 2,000 Randomly Selected FPL Distribution Poles Occupied by AT&T:

8. In June of 2019, I was contacted by FPL with a request for Alpine to perform a survey of 2000 randomly selected FPL joint use distribution poles to which AT&T is attached (“Survey”). FPL requested Alpine to: (i) measure the amount of space occupied by AT&T; and (ii) identify the number of governmental attachments and governmental attachers per pole. A true and correct copy of FPL’s request to Alpine for the Survey with the scope of work to be performed is attached as Exhibit A.

9. The 2,000 FPL distribution poles with AT&T attachments that were surveyed by Alpine were randomly selected by FPL from an excel spreadsheet created by Alpine. This excel spreadsheet listed each and every one of the 401,919 FPL joint use distribution poles identified in the most recent Joint Use Audits that are shared and agreed with by AT&T.²

10. The list of the 2000 poles that were randomly selected by FPL from the excel spreadsheet and provided to Alpine for performing the Survey is attached as Exhibit B.

C. Performing the Survey:

11. In July 2019, the Survey was managed and performed by myself along with six seasoned employees at Alpine (“Audit Team”) who are very familiar with FPL poles through performing prior Joint Use Audits and, as a result, were well versed in identifying attachments and taking measurements in the field. Before starting the Survey, the FPL instructions were thoroughly discussed and vetted among the Audit Team with several conferences to follow over the course of the Survey to ensure consistency.

12. In performing the Survey of 2000 FPL distribution poles, Alpine found 48 poles that did not meet the criteria of FPL distribution poles with AT&T attached. This discrepancy is the result of some data in the Joint Use Audits being 3 to 4 years old and naturally field conditions can change over that time period. This reduced the Survey total number of FPL distribution poles with AT&T attached to 1,952.

13. Following the completion of the Survey, Alpine conducted a random spot check on 20 of the FPL distribution poles to confirm the accuracy of the recorded data. All 20 FPL distribution poles that were re-checked matched the data recorded in the Survey.

² Since the excel spreadsheet is over 8,000 pages, I am not able to attach a copy of it to the Declaration. An electronic version of the excel spreadsheet was transmitted to FPL via email. It was used by FPL for purposes of randomly selecting the 2000 FPL distribution poles for the Survey.

PUBLIC VERSION

D. Measurements of Space Occupied by AT&T on FPL Distribution Poles:

14. As part of the Survey, Alpine measured the space occupied by AT&T. In taking these measurements, the Audit Team used either a "Hastings height stick" or the "IKE GPS 4 Device" ("**Device**"). The manufacturer of the Device reports that its accuracy is within one inch of the actual measurement and Alpine's use of the Device over the past couple of years has found the manufacturer's representation of accuracy to be true. Four members of the Audit Team used the Device while the other three used the Hastings height stick for taking measurements which also produces very accurate results.

15. In measuring the space occupied by AT&T, the Audit Team did the following:

- a. If there was only one AT&T attachment, a total of 1 foot of space was recorded;
- b. If AT&T had more than one attachment, the distance between the attachments was measured and a total of 12 inches was added to the measurement (6" added on bottom and top); and
- c. If AT&T cable appeared to have a sag of 16" or greater, the space occupied by the sag was measured. The measured space occupied by the sag was recorded without any adders and these measurements were kept separate and independent from the pole space measurements identified in a and b above.

16. The Survey revealed that the average amount of space occupied by AT&T using the above parameters in 15a and 15b was 14.20 inches or 1.18 feet.³ Again, this average does not take into consideration the amount of sag that was measured as part of the Survey.

17. This Survey also did not take into consideration that AT&T can take up more space on the pole simply as a result of its location of placement on the FPL distribution pole. If AT&T does not place its attachment on the lowest point of the FPL distribution pole which is the reserved space for AT&T, it reduces the space available for other attachers which must place their attachments above AT&T. This is actually becoming more of a common occurrence that AT&T's cable placement is higher up the pole than it should be, thus reducing the space available for other attachers and effectively taking up more space on the FPL distribution pole.

³ 14.20" ÷ 12" = 1.18'.

E. Counting Governmental Attachments on FPL Distribution Poles:

(i) Survey of Governmental Attachments:

18. Until Alpine's most recent completed Joint Use Audit in Central Florida, all other Joint Use Audits in the most recent completed 5 year cycle did not capture the number of governmental attachments. In the Survey, the Audit Team captured and recorded those instances where an FPL joint use distribution pole occupied by AT&T also included a governmental attachment and identified those instances when there was more than one governmental attachment. Of the 1,952 distribution poles surveyed, there were only a total of 20 governmental attachments found on 20 FPL distribution poles.

19. In other words, the Survey revealed that only 1.02% or .0102 of the FPL distribution poles jointly occupied by AT&T have a governmental attachment. ($20 \div 1,952 = 1.02\%$ or .0102 per pole). The very rare occurrence of a governmental attachment found during the survey is consistent with what Alpine has noticed in the field throughout all territories in performing the Joint Use Audits of FPL distribution poles.

(ii) 2019 Joint Use Audit of Central Florida of Governmental Attachments:

20. In regard to the most recent 2019 Joint Use Audit performed by Alpine in Central Florida, Alpine started collecting data for the first time regarding the number of governmental attachments to FPL distribution poles. The results of the 2019 Joint Use Audit regarding governmental attachments were very similar to the Survey. The occurrence of a governmental attachment to an FPL distribution pole with AT&T attached was rare.

21. In reference to the 44,769⁴ FPL distribution poles audited in Central Florida in 2019, only 1,254 had a governmental attachment. On 17 of these poles, there were 2 governmental attachments bringing the total number of governmental attachments to 1,271. In other words, only 2.8% or .028 of the FPL distribution poles occupied by AT&T in Central Florida had a governmental attachment. ($1,271 \div 44,769 = 2.8\%$ or .028 per pole).

F. Summary of the Results of the Survey Performed by Alpine:

22. A true and correct copy of Alpine's final Survey results are set forth in an excel spreadsheet attached as Exhibit C.

⁴ This number is slightly different than the total population number for Central Florida that is set forth in the chart on page 2. This number accurately represents the total number of distribution poles audited for Central Florida in 2019. 87 of the poles that are technically in Central Florida had previously been audited as part of the North Florida and Brevard Florida Joint Use Audits performed in 2018.

PUBLIC VERSION

23. A summary of the results from the Survey and a side-by-side comparison of the results of the Joint Use Audit of Central Florida in 2019 are as follows:

Data Collected	July 2019 Survey – FPL Distribution Poles	Central FL Joint Use Audit – FPL Distribution Poles
Percentage of Governmental Attachments	Only 1.02 % of poles	Only 2.8 % of poles
Average governmental attachments per pole expressed numerically	.0102 per pole	.028 per pole
Average Amount of Space Occupied on Pole by AT&T	14.20” or 1.18’	N/A

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

This declaration executed on this 13th day of September, 2019.

Alpine Communication Corp.



Robert Murphy, its Senior Vice President

Exhibit A

Murphy's Declaration (Alpine)

Alpine's Scope of Work

PUBLIC VERSION

From: Gilbert, Kenneth J <Kenneth.J.Gilbert@fpl.com>
Sent: Saturday, June 22, 2019 8:54 AM
To: Mitch Veynovich <mveynovich@alpinecc.us>; Robert Murphy <rmurphy@alpinecc.us>; Lori Cochran <lcochran@alpinecc.us>
Cc: Janzen, Patricia L <Patricia.L.Janzen@fpl.com>
Subject: Request for Proposals - FPL 2000 Pole Survey
To: Alpine Communication Corp.

SCOPE OF WORK

FPL Poles to be Surveyed

This is a request to survey 2000 FPL distribution poles with AT&T attached that will be randomly selected by FPL from a listing of poles provided by Alpine. The listing provided by Alpine will be all FPL poles (with GPS addresses) in FPL's system with AT&T attached, from the following surveys:

North FL 2018
Central FL 2019
Brevard 2018
East 2015
Broward 2015
Miami-Dade 2016

The survey shall be completed no later than July 23, 2019.

The information to be provided in the survey of these 2000 poles is as follows:

Photos

- Include a .jpg of each pole surveyed clearly showing pole top and attachments.
- A .jpg is required at those mid-span locations identified in the "AT&T space occupied" section below.

Governmental Attachments

- List the number of governmental attachments on each pole surveyed.
- If more than one governmental attachment exists and the attachments belong to more than one governmental entity, provide the name and number of attachments for each governmental entity.
- If more than one governmental attachment exists and the attachments all belong to the same governmental entity, you need only provide the total number of governmental attachments.

AT&T Space Occupied

- List the number of AT&T attachments.
- List the amount of space occupied by AT&T attachments on each pole surveyed.
- If one cable attachment exists, list (1) foot of space occupied.
- If more than one cable attachment exists, the space occupied will be the distance from the top AT&T attachment to the bottom AT&T attachment plus 6" at the top and 6" at the bottom.
- If the sag in either direction from the pole is greater than the space occupied at the pole, take a photo of the mid-span and list the amount of sag in excess of the space occupied on the pole. (Some examples: a lone AT&T cable with a significant amount of sag below FPL facilities; an AT&T cable below CATV or telecom with one foot of separation at the pole below CATV or telecom and two feet or more separation at mid-span.)

Thanks,

Ken
954.321.2152 ofc
954.224.5703 cell

FPL00173

Exhibit B

Murphy's Declaration (Alpine)

List of Random FPL Distribution Poles to be Surveyed

PUBLIC VERSION

MATERIAL	HEIGHT	COUNTY	X_COORD	Y_COORD	ID	row	raw	random	gen	survey
W	30	Putnam	439936.1	1875971	614050723	388579	0.00000025	yes		
W	30	Seminole	572764.9	1601130	681561336	143797	0.00000990	yes		
W	45	Volusia	636601.7	1819329	2661794	113409	0.00001305	yes		
W	40	Seminole	614489.5	1562805	552268661	129904	0.00001437	yes		
W	30	Brevard	748088.7	1384211	3040352	7078	0.00001717	yes		
W	40	Broward	911245.2	596766.8	3715683	46332	0.00002025	yes		
C	45	Dade	896783.2	550651.9	3860601	160653	0.00002440	yes		
W	40	Dade	824160.4	451863.1	4441599	169903	0.00002455	yes		
W	35	Broward	944430.1	704307.6	5959785	75836	0.00002632	yes		
W	45	Palm Beac	782600.4	845304.3	218510	262134	0.00002736	yes		
W	40	St Lucie	875721.8	1092440	286964701	318337	0.00002793	yes		
W	40	Dade	921248	531100.9	576950281	238183	0.00002902	yes		
W	40	Dade	814449.4	469115.1	5850159	206643	0.00002941	yes		
W	45	Dade	917234.2	584384.8	4080357	167819	0.00003256	yes		
W	40	Brevard	710643.3	1501228	2885324	2525	0.00003435	yes		
W	35	Brevard	764249.1	1463801	393410439	21777	0.00003637	yes		
W	40	Dade	878540.2	491033	6110229	217469	0.00003661	yes		
W	35	Broward	935567.1	655216.7	3722073	46848	0.00003793	yes		
W	35	Dade	926036.1	553139.9	4466361	173209	0.00003880	yes		
W	30	Dade	878904.1	521399.3	693132673	256327	0.00003901	yes		
W	45	Broward	935432.3	608941.1	575232951	92146	0.00004238	yes		
C	45	Dade	901990.2	511335	6133239	220224	0.00004337	yes		
W	35	Dade	924281.2	564351.9	4577589	181162	0.00005458	yes		
W	35	Columbia	93314.64	2139211	219983434	376412	0.00005465	yes		
W	40	Martin	933997.1	999855	572861547	333552	0.00005523	yes		
W	35	Brevard	711701.3	1551227	547981711	23797	0.00006595	yes		
W	30	St Johns	533600.2	2007040	727980707	398854	0.00006699	yes		
W	40	Dade	824041.4	404731.2	4441539	169894	0.00007160	yes		
C	45	Palm Beac	958503.1	896543.2	178047061	312055	0.00007338	yes		
W	35	Flagler	582639.3	1882570	266409344	128423	0.00007440	yes		
W	40	Volusia	653080.4	1777293	2742506	117387	0.00007671	yes		
W	40	Brevard	752169.9	1507001	93515864	16859	0.00008245	yes		
W	40	Broward	936173.1	629403.7	4302015	60666	0.00008649	yes		
W	35	Broward	915733.2	614034.8	5715375	70614	0.00008880	yes		
W	30	Broward	897861.2	661787.7	5675661	68373	0.00009527	yes		
C	45	Dade	943168.1	549763.9	6361785	229706	0.00009970	yes		
W	40	Nassau	493489	2279512	613955498	386663	0.00009982	yes		
W	40	Brevard	815216.4	1274028	3381380	16403	0.00010582	yes		
W	50	Palm Beac	964022.3	868848.6	654023138	358076	0.00011144	yes		
W	40	Brevard	750468.5	1466471	3054320	7516	0.00011165	yes		
W	35	Dade	926562.8	560400	JB1979	258885	0.00011738	yes		
W	45	Palm Beac	962075.6	782030.1	340995210	322060	0.00011789	yes		
W	35	Indian Rive	843637.4	1218415	573118400	336951	0.00012390	yes		
W	40	Dade	916840.6	565775.3	5784447	205235	0.00012790	yes		
W	40	Dade	914167.2	535560.9	4567377	180024	0.00012812	yes		
C	40	Broward	917250.2	663849.7	3560366	40813	0.00012830	yes		

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C	40	Palm Beac	963023.3	900588.2	573364009	340457	0.00013030	yes
W	40	Dade	823710.4	451852.1	4441383	169870	0.00013078	yes
C	35	Dade	911397.2	544261.9	5389389	195893	0.00013570	yes
W	40	Brevard	788980.6	1341135	394841399	22447	0.00013904	yes
W	45	Palm Beac	898175.8	848360.8	573613844	344048	0.00013924	yes
W	40	Columbia	134994.7	2132788	1903634	367676	0.00014048	yes
W	40	Dade	934411.1	586640.8	6024831	214141	0.00014297	yes
W	40	Dade	904448.2	573196.9	4556343	178734	0.00014626	yes
W	40	Dade	878136.2	503215	6109965	217434	0.00014641	yes
C	40	Dade	917407.2	544090.9	3997797	165514	0.00014650	yes
W	45	Flagler	607398.1	1870845	571324349	132822	0.00015414	yes
W	40	Indian Rive	818677.4	1249943	288530	264579	0.00015478	yes
W	40	Broward	947535.2	671199.9	3689433	46046	0.00015515	yes
W	45	Palm Beac	787988.4	910148.2	229496	262734	0.00015630	yes
W	50	Broward	915137	623336.8	3581013	41891	0.00016040	yes
W	45	Flagler	573087.2	1862439	588492840	141150	0.00016230	yes
W	40	Dade	893426.1	546377.2	5886549	208042	0.00016335	yes
W	30	Flagler	531871.2	1866002	580548629	136785	0.00016609	yes
W	50	Seminole	546314.2	1627943	569024776	132193	0.00016644	yes
W	45	Dade	888837.2	495392	6119259	218532	0.00016673	yes
W	50	Broward	889822.2	676164.7	670348505	101290	0.00017329	yes
C	45	Broward	918949.1	662046.7	3987435	54509	0.00017724	yes
C	50	Broward	950596.1	707007.6	651965171	99856	0.00017749	yes
W	30	Flagler	613681.8	1875183	2598008	110156	0.00017808	yes
W	40	Dade	818274	422507.3	4384431	168390	0.00018226	yes
W	30	Brevard	758498	1304678	544378355	23117	0.00018460	yes
W	55	Dade	835065.5	578234.1	572261871	237720	0.00018508	yes
W	40	Brevard	757741.5	1359905	3110318	9150	0.00018562	yes
W	35	Palm Beac	876696.7	884921.9	565052051	329678	0.00019055	yes
W	40	Brevard	788681.4	1334848	3333926	14815	0.00019642	yes
W	50	Volusia	669017.9	1743828	750236429	118837	0.00019681	yes
W	60	Dade	893362.8	593413.4	693117979	256321	0.00020153	yes
C	50	Dade	878985.2	556992.9	4056507	166542	0.00020183	yes
C	55	Dade	933145.1	551760.9	3837363	158304	0.00020207	yes
C	55	Volusia	703001.5	1652312	675003619	144773	0.00021222	yes
W	30	Dade	894789.2	537507.9	578430510	243207	0.00022313	yes
W	35	Palm Beac	921859.1	934124.1	570803424	331898	0.00022543	yes
W	40	Volusia	689740.2	1676788	574523768	133661	0.00022837	yes
W	40	St Lucie	852580.4	1065697	283896532	317487	0.00023564	yes
W	35	Martin	881323.2	1027156	722024	275544	0.00023628	yes
W	40	Dade	912532.2	574303.8	4566279	179881	0.00023632	yes
W	35	Putnam	446656.4	1935579	2213834	370605	0.00023906	yes
W	40	Brevard	755226	1463947	571470254	26779	0.00024590	yes
W	40	Broward	939260.1	613723.8	4321659	61081	0.00025556	yes
W	40	Dade	904056.2	570088.9	5775423	204133	0.00025723	yes
W	40	Palm Beac	966269.1	790860.4	1609934	306368	0.00025935	yes
W	45	Palm Beac	929792.9	823072.4	342503930	322318	0.00026030	yes

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W	40	Dade	888072.7	554536.2	547815804	234777	0.00026121	yes
W	40	Palm Beac	954917.1	772826.4	1326134	295274	0.00026255	yes
W	30	Volusia	631585.8	1788837	571322383	132772	0.00026643	yes
W	40	Palm Beac	947291.4	899043.5	329868574	320013	0.00027006	yes
C	35	Dade	883939.2	562400.9	5125581	191838	0.00027234	yes
W	45	Putnam	465298.1	1931957	652724693	395404	0.00027492	yes
W	35	Volusia	701838.6	1659756	2846498	120182	0.00028098	yes
W	45	Dade	915701.2	522101.9	3835587	158195	0.00028237	yes
W	40	Palm Beac	958630.1	767928.5	1411088	298369	0.00028452	yes
W	40	Brevard	787166.4	1286931	3324704	14555	0.00028557	yes
W	30	Clay	325723.3	2102674	238009955	376799	0.00029297	yes
W	40	Brevard	793783.4	1321664	575598010	27556	0.00029317	yes
W	35	Volusia	642249.2	1798702	571310391	132655	0.00029675	yes
W	30	St Johns	548333.7	2027990	561873702	380969	0.00029883	yes
W	40	Volusia	647625.7	1788869	2714336	116085	0.00029897	yes
C	40	Broward	949458.1	678120.7	3993171	55055	0.00029918	yes
W	40	Brevard	717194.8	1554750	547965562	23189	0.00030546	yes
W	30	Dade	918776.1	567265.9	578320701	241084	0.00030742	yes
W	35	Broward	935068.5	603896.6	566224641	90152	0.00031144	yes
W	40	Broward	947882.1	677880.6	4506297	65657	0.00032240	yes
W	35	Dade	909341.7	547879.7	618450988	247670	0.00032383	yes
W	40	Dade	894775.2	559037.9	5768781	203315	0.00032888	yes
W	35	Broward	937774.1	662484.7	5735139	72781	0.00032938	yes
W	35	Dade	862721.4	446460	5753595	201517	0.00033101	yes
W	45	Dade	928285.7	559999.4	3748149	156298	0.00033280	yes
W	45	Dade	863568.3	416818.2	577016908	239210	0.00033343	yes
C	45	Brevard	766223.7	1404022	567528786	25669	0.00033861	yes
W	30	Columbia	135569.7	2128578	565638339	382513	0.00033875	yes
W	40	Dade	901521.2	525917.9	6359103	229405	0.00034128	yes
W	45	Volusia	651513.7	1755103	827946816	147466	0.00034311	yes
W	30	St Johns	555139.7	2004645	1839680	365327	0.00034470	yes
W	35	Brevard	761835.2	1358521	394186436	22124	0.00034560	yes
W	30	Seminole	571750.5	1621956	645751735	144032	0.00034635	yes
W	30	Putnam	455341.1	1867523	614022051	388244	0.00034655	yes
W	35	Dade	895822.2	547791.9	4614747	182600	0.00035063	yes
W	40	Brevard	801169.4	1321331	3369134	15991	0.00035245	yes
W	45	Bradford	323789.1	1996126	116036120	374741	0.00035303	yes
W	40	Dade	915870.2	567503.9	3745119	155953	0.00035643	yes
W	40	Broward	923929.7	613932	4597479	66022	0.00035828	yes
W	40	Dade	872551.2	502982	6106995	217098	0.00035855	yes
W	30	Nassau	473212	2273230	614009183	387884	0.00036079	yes
W	40	Palm Beac	937623.1	797092.4	573416509	340926	0.00036084	yes
W	40	St Johns	555289.9	2030238	1840232	365372	0.00036276	yes
W	45	Palm Beac	927252.8	841518.5	134213090	309037	0.00036668	yes
W	40	Martin	915768.2	1024738	929738	283277	0.00036783	yes
W	35	St Johns	544596.3	2019558	614465772	390975	0.00036929	yes
W	30	Dade	906571.6	515826.4	634247535	250460	0.00037400	yes

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W	45	Martin	904112.2	1050522	845546	280587	0.00037443	yes
W	45	Dade	926703.1	556708.9	4755915	189114	0.00038049	yes
W	35	Flagler	578774.8	1878997	580498998	136094	0.00038213	yes
W	45	Dade	886277.2	567640.9	4640049	183521	0.00038360	yes
W	45	Nassau	487849	2300939	644122273	395120	0.00038789	yes
W	45	Broward	923611.1	624382.7	3810519	48926	0.00039075	yes
W	40	Dade	896555.2	494347	5973351	209927	0.00039319	yes
W	45	Broward	936912.1	643541.7	3887259	51511	0.00039701	yes
W	45	Brevard	718571	1536328	387519434	19406	0.00039732	yes
W	45	Brevard	746394.5	1454126	3033902	6894	0.00039863	yes
W	40	Brevard	718634.6	1537720	2929220	3612	0.00039890	yes
W	40	Dade	901456.2	558129.9	6017307	213073	0.00040138	yes
W	45	Clay	359114.5	2054496	2095310	369831	0.00040377	yes
W	45	Dade	818172.4	437209.1	3840477	158645	0.00040613	yes
W	40	Palm Beac	868835.3	874848.3	645809603	357305	0.00040671	yes
W	35	Columbia	141765.9	2144698	610557015	386048	0.00040822	yes
W	35	Dade	881064.2	513166	5099751	191669	0.00040995	yes
C	60	Indian Rive	829930.6	1192726	640450437	353744	0.00041700	yes
W	30	Dade	886339.2	552869.8	547890709	234950	0.00041839	yes
W	40	Dade	900707.2	500997	5896431	208457	0.00041979	yes
W	50	Palm Beac	943969.1	814676.4	551276555	323874	0.00042131	yes
C	50	Martin	902545.2	1042131	835016	280133	0.00042198	yes
W	35	Volusia	623995.8	1699192	580865689	139826	0.00042450	yes
W	35	Broward	933509.1	637655.7	5728977	72013	0.00042691	yes
W	45	Volusia	630836.3	1780043	141983221	121449	0.00043004	yes
W	30	Columbia	138762.7	2131434	614107132	389067	0.00043105	yes
W	30	Broward	925814.5	654005.4	647053391	99511	0.00043343	yes
W	U	Brevard	709846.8	1563009	2881646	2412	0.00043358	yes
W	30	Broward	946040.1	644786.7	4354911	61580	0.00044044	yes
W	45	Broward	949355.1	654239.7	4763001	67865	0.00044071	yes
W	35	Palm Beac	906012.5	893109.6	564092560	326802	0.00044226	yes
W	45	Dade	827684.3	467535.1	656631345	253705	0.00044474	yes
W	40	Brevard	748875.5	1470894	3043730	7212	0.00044614	yes
W	35	Dade	925207.1	561501.9	5557995	198151	0.00044712	yes
W	45	Palm Beac	883289.5	891572.3	331123833	320235	0.00044965	yes
W	55	Brevard	718886	1542632	824081285	39592	0.00044973	yes
W	40	Volusia	641897.6	1780845	743797141	114474	0.00044985	yes
W	35	St Lucie	853974.3	1064567	483476	270422	0.00045132	yes
W	45	Nassau	474522	2279922	2286932	373458	0.00045618	yes
W	45	Volusia	626750.6	1783799	571331229	132921	0.00046005	yes
W	35	Dade	907588.2	544593.9	5345121	195004	0.00046034	yes
W	45	Palm Beac	818194.4	884841.2	286658	264513	0.00046079	yes
C	55	Volusia	675032.8	1678930	642772100	143062	0.00046438	yes
W	40	Palm Beac	962082	773457.1	330141809	320073	0.00046449	yes
W	40	Indian Rive	853569.6	1182570	573102173	336671	0.00046797	yes
W	30	Brevard	719988.3	1485300	575779674	30395	0.00047034	yes
W	40	Dade	877941.3	501027	6356937	229142	0.00047044	yes

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W	45	Indian Rive	783904.3	1267108	573198152	338545	0.00047044	yes
W	30	Putnam	478030	1913669	613978971	387238	0.00047294	yes
W	40	Flagler	586287.8	1911944	2525222	108490	0.00047312	yes
W	40	Volusia	688698.6	1688296	2812550	119761	0.00047394	yes
W	40	Flagler	529971.8	1850457	2340920	103984	0.00047583	yes
C	45	Dade	902459.3	529216.2	3861441	160758	0.00048015	yes
W	40	Seminole	616409.8	1596295	2605496	110572	0.00048623	yes
C	45	Palm Beac	959301.5	760881.9	1428080	299174	0.00048722	yes
W	45	Flagler	606159.2	1872884	198936733	123321	0.00049264	yes
W	35	Flagler	530681.1	1861064	593435925	141220	0.00049462	yes
W	50	Indian Rive	823258.7	1254187	148873610	309959	0.00049605	yes
W	30	Broward	932117.1	637199.7	547774111	88716	0.00049808	yes
W	45	Seminole	570844.9	1625250	659263575	106589	0.00049829	yes
W	30	Indian Rive	787672.1	1244827	616470007	350742	0.00050847	yes
W	40	Palm Beac	960808.1	798561.4	1465022	300600	0.00050962	yes
W	45	St Johns	498068.5	2039661	576535780	384124	0.00050977	yes
W	40	Martin	940651.1	964872.1	1109762	288586	0.00050996	yes
W	40	Dade	912863.2	520574.9	5781849	204920	0.00051188	yes
W	40	Volusia	693448.6	1676662	2822918	119945	0.00051202	yes
W	45	Dade	850134.3	417710.3	563127973	236365	0.00051786	yes
W	35	Dade	932455.1	586907.8	5856363	206837	0.00051938	yes
W	35	Dade	890697.2	551647.9	5882949	207852	0.00052303	yes
W	40	Dade	898901.2	504717	4551009	178119	0.00052434	yes
W	40	Palm Beac	970197.1	891543.2	1624394	307000	0.00052492	yes
W	30	Flagler	538213.5	1846033	580920170	140626	0.00052874	yes
W	45	Dade	833735.3	458777.1	3870639	161712	0.00053144	yes
W	40	Dade	903530.2	546315.9	6135219	220475	0.00053272	yes
W	45	Brevard	776853.5	1350914	580053373	33652	0.00054143	yes
W	40	Brevard	762987.5	1383832	3148670	10162	0.00054275	yes
W	40	Dade	928855.1	494820	3917097	163540	0.00054349	yes
W	35	Dade	918228.2	546398.9	5479581	197226	0.00054431	yes
W	45	Flagler	605190.5	1880053	542818821	129396	0.00054630	yes
W	35	St Johns	556997.4	2053505	571234763	383400	0.00054888	yes
W	45	Putnam	468689.2	1877849	2274062	372951	0.00055126	yes
C	45	Palm Beac	961246.1	774254.5	1475630	300921	0.00055714	yes
W	45	Palm Beac	963233.8	882029.3	629307653	352014	0.00055781	yes
W	35	Palm Beac	927177.1	853957.3	642650946	354177	0.00055986	yes
W	40	Palm Beac	948885.1	845696.3	1221104	292449	0.00056335	yes
W	35	Dade	911205.2	572803.8	5780775	204809	0.00056668	yes
W	30	Broward	924761.7	598480.5	565916557	90042	0.00057002	yes
W	45	Dade	858267.8	506703.5	3593955	149674	0.00057353	yes
W	40	Columbia	116089.8	2132774	1883408	367272	0.00057625	yes
W	40	Martin	907317.2	1050565	870518	281543	0.00057964	yes
W	35	Volusia	637040.7	1812064	580856929	139701	0.00058285	yes
W	40	Brevard	742932.5	1451984	3018572	6465	0.00059273	yes
W	45	Palm Beac	935520.6	942310.8	1051886	286830	0.00059313	yes
W	35	Putnam	453491.7	1930864	597523348	385365	0.00059504	yes

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W	40	Dade	889464.2	560086.9	4540557	176993	0.00059524	yes
W	35	Broward	934943.1	615590.8	6398469	84866	0.00059617	yes
C	45	Palm Beac	962960.1	767017.5	1522820	302929	0.00059898	yes
W	35	Palm Beac	948651.5	727940.3	195600357	313932	0.00060051	yes
W	40	Martin	903132.2	1049374	838976	280304	0.00060524	yes
W	35	Brevard	744444.1	1458804	395984635	22969	0.00060654	yes
W	45	Dade	922526.1	557117.9	646302947	252736	0.00061241	yes
W	35	Palm Beac	945468.1	853831.3	573472324	341959	0.00061383	yes
W	45	Palm Beac	945808	783748.1	JB6698	361698	0.00061587	yes
W	30	Brevard	783293.1	1338412	575616979	27927	0.00061725	yes
C	50	Palm Beac	956248.1	945143.1	1354406	296201	0.00062177	yes
W	45	Dade	847557.3	435336.1	3929589	164002	0.00062251	yes
W	40	Dade	815499.4	478594.1	4787769	190181	0.00062835	yes
W	45	Dade	884027.2	498552	6254631	226176	0.00062985	yes
W	40	Palm Beac	961448.1	785257.6	341304160	322103	0.00063088	yes
W	45	St Lucie	868209.8	1052614	172475695	311627	0.00063341	yes
W	40	Brevard	787290.7	1326200	578089783	33481	0.00063754	yes
W	35	Dade	929346.1	569693.9	6092889	215709	0.00064859	yes
W	35	Palm Beac	939967.1	855155.3	1101080	288330	0.00065332	yes
C	50	Martin	907962.2	1018579	876338	281716	0.00065427	yes
W	50	Brevard	732270.3	1476960	787221599	38633	0.00065700	yes
W	30	Indian Rive	835458.3	1241281	368072	267214	0.00066028	yes
W	45	Indian Rive	825521.3	1252347	323630	265719	0.00066287	yes
W	40	Broward	935276.1	625998.7	4782063	67989	0.00066333	yes
W	35	Volusia	629630.7	1729315	2638352	112297	0.00066437	yes
W	45	Flagler	591667.8	1920361	2550860	108802	0.00066901	yes
C	55	Palm Beac	961577.1	921319.5	667110225	359598	0.00067019	yes
W	30	Broward	916701.1	614689.4	JB12219	103330	0.00067979	yes
W	45	Putnam	469465.1	1938952	668600124	396528	0.00068069	yes
C	50	Broward	917912.2	701182.6	3807981	48795	0.00068367	yes
W	35	Palm Beac	904483.4	938881.5	564425788	328976	0.00068386	yes
W	40	St Johns	566083.9	2017189	1858220	366520	0.00068467	yes
W	45	Dade	805520.1	446102.6	622918290	248505	0.00068545	yes
W	40	Brevard	710988.6	1562195	2886896	2579	0.00068552	yes
W	40	Dade	884723.2	540662.9	4537167	176568	0.00068662	yes
W	40	Broward	949218.1	663748.7	3556292	40702	0.00068931	yes
C	40	Palm Beac	961865.6	751023	1492106	301558	0.00069070	yes
W	35	Palm Beac	961561.1	877311.2	1483904	301193	0.00069261	yes
W	35	Palm Beac	881506	896858.4	564410542	328898	0.00069287	yes
W	40	Dade	897280.2	577783.9	5747097	200897	0.00069295	yes
W	35	Broward	910884.2	607166.8	5805231	73966	0.00069732	yes
W	45	Flagler	608614	1872938	674518636	144744	0.00070671	yes
W	35	Dade	858763.3	504745.7	316577102	233228	0.00070897	yes
C	45	Broward	927814.2	682915.6	6434994	84994	0.00071244	yes
W	35	Dade	840388.3	421073.2	4527297	175582	0.00071455	yes
W	45	Palm Beac	939358.6	933042.8	125959971	308711	0.00071598	yes
W	40	St Lucie	851655.4	1060196	628134813	351856	0.00072704	yes

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C	45	Putnam	455986.1	1931571	2246066	371761	0.00072929	yes
C	45	Dade	903259.8	568962.8	4044477	166205	0.00073030	yes
W	30	Dade	842197.3	433502.3	669483236	254932	0.00073081	yes
W	35	Dade	937768.1	552750.9	634049279	250267	0.00073090	yes
W	45	St Lucie	817676.4	1104423	643822540	356142	0.00073285	yes
W	45	Broward	953994.9	693679.9	3829557	50516	0.00073731	yes
W	45	Flagler	607910.8	1855171	2588324	109612	0.00073795	yes
W	45	Dade	876306.3	457666.1	3833367	158070	0.00074096	yes
W	45	Palm Beac	890812.6	832822.1	602273942	350073	0.00074133	yes
W	35	Dade	918426.6	557823.4	5785797	205425	0.00074214	yes
W	45	Palm Beac	944117.1	773145.5	1150796	290073	0.00074490	yes
W	40	Martin	907385.2	1059391	871160	281555	0.00074721	yes
W	50	Dade	860086.2	567055.3	236105354	232114	0.00074725	yes
W	40	Dade	941557.1	540863.9	3750387	156536	0.00074730	yes
W	30	Columbia	138477.1	2146231	569906971	383088	0.00074982	yes
W	40	Putnam	467300	1838517	613988675	387572	0.00075165	yes
W	45	Dade	906306.2	537759.9	4400331	168589	0.00075207	yes
W	45	Dade	826664.4	401230.6	674184686	255378	0.00075497	yes
C	50	Palm Beac	934950.9	805015.7	659868805	358913	0.00075605	yes
W	40	Palm Beac	957474.1	771877.5	1380986	297150	0.00075652	yes
W	40	Palm Beac	969619.1	883320.2	1621466	306814	0.00075903	yes
W	30	Volusia	695799.4	1676176	573807465	133632	0.00076155	yes
W	40	St Lucie	879441.3	1087188	713108	275269	0.00076222	yes
W	40	Dade	834755.3	432304.1	577033238	239597	0.00076291	yes
W	40	Brevard	754152.4	1461355	571413981	26701	0.00076926	yes
W	35	Dade	904230.2	526124.9	5301855	194188	0.00077392	yes
W	40	Dade	871131.7	460427.4	544008098	234311	0.00077705	yes
W	40	Brevard	703916.6	1593874	576154410	33203	0.00077971	yes
W	35	Indian Rive	839804.4	1215635	283968435	317555	0.00078550	yes
W	35	St Lucie	859495.3	1065326	531896	271627	0.00078694	yes
W	30	Brevard	757747.5	1364410	575690395	28819	0.00078856	yes
W	30	Dade	859546.3	513159	4916109	190892	0.00078904	yes
W	40	Volusia	641070.7	1783032	2680322	114321	0.00078925	yes
W	40	Dade	906955.2	528667	6140439	221124	0.00078979	yes
W	30	St Johns	517628	2030832	1799474	363172	0.00079104	yes
W	40	St Johns	552558.9	2002183	174575162	375428	0.00079156	yes
W	35	Volusia	637632	1800799	580851655	139675	0.00079251	yes
W	30	Volusia	630041.8	1790570	571321499	132737	0.00079419	yes
W	45	Volusia	652831.9	1753818	2741174	117310	0.00079428	yes
W	40	Brevard	770404.5	1361805	3204722	11158	0.00079580	yes
W	45	Brevard	728874.1	1508211	752449906	38014	0.00080619	yes
W	45	Broward	918515.2	605960.8	4490007	64248	0.00080911	yes
W	40	Brevard	764207.5	1366184	3158300	10385	0.00081433	yes
C	45	Dade	878990.2	547434.9	3905451	162354	0.00081543	yes
W	35	Volusia	640188.2	1780696	570510434	132500	0.00081636	yes
W	45	Dade	896875.2	519503	4548243	177829	0.00082275	yes
W	40	Broward	926674.6	675156.2	4254201	59939	0.00082443	yes

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W	35	Dade	896250.2	551562.9	5769699	203424	0.00082665	yes
W	35	Dade	870615.6	517046.9	578491618	244150	0.00083398	yes
W	30	Dade	856226.3	520153	4892379	190801	0.00083699	yes
W	30	Palm Beac	945835.1	857229.3	573487835	342158	0.00083724	yes
W	40	Broward	941457.1	608430.8	4504113	65468	0.00083768	yes
W	30	Brevard	760062.6	1356884	555859653	24617	0.00083865	yes
W	40	Palm Beac	964375.1	926938.1	573378097	340576	0.00083922	yes
C	55	Putnam	463572.1	1908223	691395780	397541	0.00084037	yes
W	35	Palm Beac	953882.1	741756.5	1303838	294616	0.00084200	yes
W	40	Dade	903936.2	527077.9	4458537	172175	0.00084503	yes
W	40	Palm Beac	956228.3	783321.1	556778444	324951	0.00084845	yes
W	45	Nassau	428111.8	2283879	2177264	370144	0.00085324	yes
W	35	Volusia	645566.7	1765360	2702726	115538	0.00085343	yes
W	40	Dade	921190.2	555650.9	6157401	223176	0.00086196	yes
C	45	Dade	918062.2	585579.8	3566637	149090	0.00087236	yes
W	30	St Johns	558431.9	1995035	614404419	389745	0.00087659	yes
W	35	Volusia	648945.3	1788541	2722478	116527	0.00087918	yes
W	45	Martin	902972.5	1032708	290640076	319154	0.00088284	yes
W	40	Brevard	740438.5	1448239	3008078	6089	0.00088864	yes
W	40	Broward	927066.2	655633.7	4255395	59953	0.00088929	yes
W	35	Palm Beac	949752.1	735639.5	1234658	292817	0.00089055	yes
W	45	Palm Beac	953083.1	768293.5	1287134	294131	0.00089155	yes
W	45	Palm Beac	946258.8	840698.6	216702216	315057	0.00089252	yes
W	40	Dade	923945.2	555507.9	4776501	189881	0.00089490	yes
W	45	Palm Beac	956507.1	902560.2	573369699	340479	0.00089590	yes
W	30	Nassau	489980.7	2290933	631469260	394344	0.00089833	yes
W	30	Dade	833657.9	441785.6	5998749	210698	0.00089896	yes
W	35	Dade	890710.8	551306.7	5882967	207853	0.00090095	yes
W	40	Palm Beac	958660.5	798589.6	334347810	321049	0.00090283	yes
C	50	St Lucie	871405.6	1082929	655694153	358341	0.00090290	yes
W	40	Dade	898172.2	518332	5234001	193208	0.00090339	yes
W	30	Seminole	610627.8	1559333	580432706	135026	0.00090343	yes
W	30	Brevard	762814.1	1362349	575691452	28878	0.00090367	yes
W	40	Palm Beac	955083.1	882551.2	1329050	295384	0.00090719	yes
W	40	Palm Beac	964034.1	845605.3	1554446	304319	0.00090861	yes
W	35	Brevard	752889.5	1395125	575716454	29437	0.00090894	yes
W	30	Dade	906778.2	541380.9	578390940	242374	0.00091035	yes
W	40	Dade	863986.2	489470.1	6082557	215029	0.00091305	yes
C	50	Broward	899293.2	623057.7	4011375	55814	0.00091683	yes
W	45	Broward	926707.1	614058.8	6191709	82761	0.00092245	yes
W	40	Seminole	630171.2	1559796	580407534	134036	0.00092542	yes
W	35	Broward	912131.2	658094.7	5712345	70345	0.00093012	yes
W	35	Broward	924522.2	656232.7	6050319	78950	0.00093455	yes
W	40	Brevard	784585.4	1358018	3306152	14067	0.00093799	yes
W	45	Palm Beac	945656.1	842264.3	1169294	290610	0.00093870	yes
W	40	Dade	911617.2	520813	4462053	172673	0.00094074	yes
W	35	Martin	930379.1	1008380	1012808	285903	0.00094313	yes

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W	40	Volusia	642384.7	1788945	2685566	114588	0.00094412	yes
W	35	Volusia	686490.5	1693364	584283015	141116	0.00094526	yes
W	45	Seminole	571424.8	1601474	2427110	106787	0.00094624	yes
W	35	Flagler	590544.8	1870152	2545790	108747	0.00094673	yes
W	40	Brevard	687772.6	1590707	2809562	219	0.00094878	yes
W	35	Palm Beac	891394.2	892121.2	113831584	308475	0.00094993	yes
W	40	Dade	844796.3	434977.1	4731249	187564	0.00095007	yes
W	40	Dade	880857.6	510138.3	5794041	206418	0.00095456	yes
W	45	Dade	890352.2	501896	3703221	153459	0.00095766	yes
W	40	Dade	893996.2	561507.9	5200851	192889	0.00096580	yes
C	35	Broward	938482.6	662768.3	610559643	96813	0.00096980	yes
W	40	Broward	935900.1	654593.7	3722367	46874	0.00097033	yes
W	35	Martin	894089.4	1033012	572917380	334388	0.00097098	yes
W	35	Dade	896015.2	548464.9	4651437	184078	0.00097100	yes
W	50	Broward	936828.1	684181.6	3565869	41050	0.00097111	yes
W	35	Palm Beac	960228	885305.5	570798617	331808	0.00098111	yes
W	40	Columbia	147562.7	2150472	1932566	369065	0.00098506	yes
W	45	Volusia	637154.8	1797361	697840072	145611	0.00098598	yes
W	40	Clay	400861.4	2062309	2163434	370099	0.00098661	yes
W	45	Brevard	732573.5	1502493	2975516	5167	0.00098718	yes
W	40	Volusia	638697.8	1807758	258711071	123924	0.00100002	yes
W	50	Dade	904424.2	509843	3704661	153648	0.00100124	yes
W	45	Broward	895840.2	688199.4	3611289	43187	0.00100767	yes
W	40	Brevard	757306.3	1358569	159603869	17679	0.00100950	yes
W	40	Dade	884015.2	492759	3910323	162818	0.00101006	yes
W	40	Volusia	634519.6	1824286	204837615	123658	0.00101474	yes
W	40	Brevard	732786.5	1475702	2975954	5178	0.00101482	yes
C	45	Palm Beac	958452.1	947894.1	1405814	298170	0.00101589	yes
W	45	Volusia	641910.6	1787591	2683712	114477	0.00101674	yes
W	35	Palm Beac	877479.2	878783.2	573708097	345884	0.00101747	yes
W	45	Broward	925650.5	722571	5978925	76487	0.00102088	yes
W	30	Broward	867379.3	636155.7	576434083	94156	0.00102369	yes
W	30	Brevard	752909.4	1354473	575710410	29152	0.00102383	yes
W	30	Volusia	656392.2	1769371	580737849	137685	0.00102474	yes
W	40	Broward	943569.1	692613.6	5987673	77448	0.00102758	yes
C	50	Palm Beac	963969.3	804266.3	660227650	359057	0.00102995	yes
W	35	Broward	923539.2	649886.7	4709361	66893	0.00103131	yes
W	35	Dade	898154.2	557632.9	4550019	177953	0.00103557	yes
W	50	Broward	881486.2	647208.7	3608907	43016	0.00103594	yes
W	45	Volusia	663674.7	1740568	2772170	118589	0.00103761	yes
W	35	Palm Beac	963420.1	890630.2	1535060	303484	0.00103762	yes
W	30	Columbia	135550.7	2126477	1904828	367726	0.00103905	yes
W	35	Dade	829926.3	437288.1	4807629	190500	0.00104228	yes
W	40	St Lucie	782137.4	1136848	573186754	338188	0.00104690	yes
W	30	Brevard	697659.9	1597679	149027772	17348	0.00105144	yes
W	40	Broward	916400.2	603116.8	4488543	64127	0.00105490	yes
W	45	Brevard	722997.6	1520574	2947550	4245	0.00105910	yes

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W	40	Dade	895034.2	559043.9	5768949	203335	0.00106626	yes
W	30	Brevard	782017.4	1441770	561898688	25354	0.00107102	yes
W	40	Volusia	639621.6	1786135	2674448	114032	0.00107464	yes
W	45	Palm Beac	912929.2	771402.5	914384	282880	0.00107653	yes
W	35	Dade	899055.2	519649	578434427	243311	0.00107805	yes
W	35	Broward	934534.1	650570.7	4292991	60487	0.00107920	yes
W	40	Dade	877945.3	500910	550439623	235179	0.00107988	yes
W	40	Brevard	712974.1	1550613	547974114	23496	0.00108211	yes
W	45	Brevard	694199.6	1591004	2824808	491	0.00108412	yes
W	50	Palm Beac	943303.1	833600.3	573447784	341467	0.00108599	yes
W	45	Palm Beac	915679.2	821266.4	928970	283258	0.00108711	yes
W	30	Broward	876314.7	637977.7	576433936	94150	0.00109011	yes
W	45	Dade	825998.3	437302.9	622266890	248446	0.00109158	yes
W	40	Putnam	459035.9	1940688	597420848	385156	0.00109184	yes
W	40	Martin	882990.8	1030139	557876123	325311	0.00109229	yes
W	35	Volusia	626130.7	1793498	2629154	111916	0.00109557	yes
W	45	Flagler	566508.4	1830801	114466167	121046	0.00109682	yes
W	45	Dade	825237.1	447938.1	619254836	247808	0.00109884	yes
C	45	Dade	867178.3	537794.9	3658299	151477	0.00109916	yes
W	40	Broward	933982.1	641747.7	619894824	97478	0.00110345	yes
W	40	Broward	928601.1	623651.7	4414905	62926	0.00110881	yes
W	45	St Johns	558562.2	2047212	1848128	365951	0.00111081	yes
W	40	Flagler	581699	1913222	358637883	129137	0.00111139	yes
W	30	Flagler	594272.8	1915031	672107055	143210	0.00111151	yes
W	35	Volusia	655411.3	1760570	556521708	130650	0.00111432	yes
C	50	Dade	833748.9	431882.6	633494834	249935	0.00111579	yes
W	30	Brevard	796544.5	1358514	556281351	24791	0.00111685	yes
W	40	Broward	939082.7	638012.5	6070071	81199	0.00111719	yes
W	35	Dade	905683.2	555332.9	5321601	194536	0.00112159	yes
W	30	Brevard	701349.6	1589478	2844434	1228	0.00112428	yes
W	50	Palm Beac	931315.1	836494.3	634359587	352656	0.00112561	yes
W	35	Palm Beac	888057.1	885583.4	564108267	327237	0.00112581	yes
W	45	Dade	927612.3	566140.5	6307809	228074	0.00112697	yes
W	45	Broward	918929.9	659139.5	3808773	48847	0.00112945	yes
W	45	Martin	891078.5	1034812	286923220	318321	0.00113244	yes
W	35	Broward	929011.1	602649.8	5724567	71535	0.00113420	yes
W	45	Broward	932766.1	668990.7	3924087	52642	0.00113455	yes
W	35	Dade	883539.2	491595	6113289	217815	0.00113511	yes
W	45	Palm Beac	899244.2	897416.2	815720	279299	0.00113657	yes
W	35	Palm Beac	966221.1	849286.3	1609304	306336	0.00113673	yes
W	50	Palm Beac	932652.2	768774.2	658952495	358793	0.00113901	yes
W	40	Volusia	633601.7	1658686	2648786	112738	0.00114056	yes
W	45	Flagler	552932	1866732	2372132	105055	0.00114767	yes
W	30	Broward	931861.4	607443.9	574513955	92072	0.00114803	yes
W	45	Putnam	448536.1	1928420	2222096	370906	0.00114820	yes
W	35	Palm Beac	758543.4	900954.9	623983005	351415	0.00114962	yes
W	35	Dade	910520.2	533795.9	5378649	195695	0.00115760	yes

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W	30	Broward	922923.2	629606.7	6048711	78802	0.00116318	yes
W	45	Martin	938503.1	986597	572587351	333282	0.00117194	yes
W	30	Flagler	586586.8	1890365	580477168	135735	0.00119148	yes
C	50	Brevard	729376.1	1462033	832975358	39757	0.00119345	yes
C	50	Flagler	585149.2	1883647	675672143	108393	0.00120020	yes
W	45	Palm Beac	959240.5	887190.4	1426322	299084	0.00120105	yes
W	40	Palm Beac	942590.1	772545.9	342880228	322370	0.00120205	yes
W	40	Broward	915262.2	603597.8	4713783	66941	0.00120522	yes
W	35	Dade	830746.6	429125.5	633494281	249903	0.00120729	yes
W	60	Indian Rive	851140.3	1191019	455510	269661	0.00121567	yes
W	30	St Lucie	849348.3	1161557	633703489	352595	0.00121664	yes
W	35	Broward	917547.2	626548.7	5717283	70809	0.00121840	yes
W	40	Brevard	785698.4	1393533	3315596	14325	0.00122275	yes
W	30	Dade	906527.2	528656.9	578398400	242569	0.00122740	yes
W	35	St Lucie	877909.2	1070690	706586	275071	0.00123068	yes
W	40	Broward	942025.1	660853.7	6073359	81565	0.00123458	yes
W	40	Palm Beac	943820.1	949057.1	573531425	342702	0.00123871	yes
W	40	St Lucie	851173.3	1058204	455876	269679	0.00124298	yes
W	45	Brevard	757473.5	1417560	3108836	9115	0.00124547	yes
W	35	St Lucie	843640.9	1132055	183667527	312505	0.00124559	yes
W	45	Broward	934287.1	655246.7	3883725	51204	0.00124689	yes
W	45	Volusia	553064.9	1639976	2372744	105072	0.00124789	yes
W	30	Palm Beac	961866.1	900015.2	573359130	340394	0.00124889	yes
W	40	St Johns	546272.6	2017985	1820492	364189	0.00125103	yes
W	40	Dade	877339.3	456301.1	6109491	217376	0.00125152	yes
W	50	Volusia	639305.7	1727962	675824658	144928	0.00125252	yes
W	35	Dade	913765.2	550576.9	576955651	238285	0.00126080	yes
W	45	Dade	822791.5	448647.7	619264241	247828	0.00126262	yes
W	30	St Lucie	852656.3	1093163	643331591	355507	0.00126478	yes
W	35	Dade	866398.3	467282.1	3737013	155027	0.00126654	yes
W	50	Palm Beac	948324.1	928466.2	1211246	292050	0.00126753	yes
W	35	Brevard	766018.1	1447527	571487937	26860	0.00126799	yes
W	40	Brevard	777940.4	1323448	3251096	12214	0.00127228	yes
C	45	Broward	926636.1	623169.8	4027479	56853	0.00127435	yes
W	30	Dade	864690.3	512606	4530411	175821	0.00127536	yes
W	35	Putnam	337887.3	1913133	614085346	388792	0.00127635	yes
W	45	Brevard	771297.4	1386280	3210176	11252	0.00127711	yes
W	40	Broward	933176.1	724966.6	3684687	307442	0.00128375	yes
W	45	Palm Beac	955774.1	861402.3	644503110	357018	0.00128392	yes
W	30	Palm Beac	958113.4	818399.6	556533577	324396	0.00128665	yes
W	40	Broward	930056.1	646167.7	6054315	79321	0.00129066	yes
W	35	Palm Beac	901282.9	888934.8	570818342	332082	0.00129620	yes
W	30	Palm Beac	907714.2	875269.2	563726374	326010	0.00129870	yes
W	30	Palm Beac	887060.2	901864.2	573731716	346576	0.00130172	yes
W	40	Nassau	459018.4	2299137	2250638	371947	0.00130225	yes
W	45	Flagler	603736.8	1860096	579577384	133871	0.00130259	yes
W	40	St Lucie	875783.7	1105306	288859960	318831	0.00130427	yes

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W	45	Broward	898818.2	599551.8	185052277	85919	0.00130579	yes
W	40	Columbia	143856.9	2133338	220543385	376455	0.00130601	yes
W	35	St Johns	547648.2	2022910	614446433	390565	0.00130657	yes
W	40	Seminole	625163	1604842	2627096	111799	0.00131362	yes
C	50	Broward	882586.9	597000.6	428334468	87416	0.00131525	yes
W	45	Palm Beac	939391.7	932510.9	336635104	321439	0.00131729	yes
W	35	Brevard	755265.5	1495628	575731560	29580	0.00132030	yes
W	55	Indian Rive	806108.4	1191054	255074	263559	0.00132055	yes
W	40	Indian Rive	813805.4	1243377	273278	264148	0.00132317	yes
C	55	Dade	843395.3	470092.1	709020739	257181	0.00132636	yes
W	45	Brevard	813161	1298837	152976113	17431	0.00132770	yes
W	40	Seminole	604290.1	1589353	265618211	127928	0.00133535	yes
W	35	Palm Beac	953062.1	846084.2	577972652	347919	0.00133757	yes
W	30	Dade	903339.3	580329.8	578377319	242135	0.00133778	yes
W	30	Broward	934861.3	606046.3	576483209	95500	0.00134167	yes
W	45	Dade	879075.2	544483.9	548907724	235105	0.00134175	yes
W	35	Putnam	448499.4	1936476	614040900	388408	0.00134429	yes
W	50	Palm Beac	944046.1	827511.3	1150028	290050	0.00135111	yes
W	40	Dade	916682.2	537463.9	4463787	172892	0.00135129	yes
W	35	Broward	924334.1	655663.7	5721045	71167	0.00135132	yes
C	40	Broward	915122.2	693800.6	3986583	54428	0.00135175	yes
W	50	Palm Beac	950192.1	948271.1	1242122	293017	0.00135383	yes
W	45	Brevard	774059.4	1404520	3226496	11617	0.00135467	yes
C	55	Dade	924929.2	566380.9	621799574	248300	0.00135559	yes
W	40	Palm Beac	954449.5	850499.3	184875644	312607	0.00135703	yes
W	40	Dade	923180.1	555730.9	5696673	200442	0.00135952	yes
W	55	Dade	843097.3	459171.3	727227787	257786	0.00135996	yes
W	40	Brevard	812071.4	1325194	3378752	16274	0.00136137	yes
W	35	St Lucie	864655.3	1105128	573020793	335389	0.00136156	yes
W	30	Brevard	748659.5	1484017	3042530	7156	0.00136456	yes
W	40	St Lucie	854785.3	1135137	102527844	308240	0.00136506	yes
C	50	St Johns	451662.9	2088488	1744658	361746	0.00136713	yes
W	45	St Lucie	844155.3	1073506	405914	268483	0.00137107	yes
W	35	Brevard	792616.4	1339181	3351434	15310	0.00137608	yes
W	40	Palm Beac	966312.5	820110.5	217397711	315225	0.00137874	yes
W	35	Dade	823487.4	408519.2	3735669	154892	0.00138043	yes
W	40	Palm Beac	945731.3	945483.3	596138465	348711	0.00138867	yes
W	30	Brevard	751950.5	1457608	548000004	24178	0.00139015	yes
C	55	Palm Beac	915861.2	826964.4	930746	283308	0.00139392	yes
W	45	Columbia	147269.7	2129047	1931948	369047	0.00139620	yes
W	40	Volusia	644460.7	1773740	668731880	143376	0.00140171	yes
W	40	Broward	937859.1	619505.7	576462014	94928	0.00140253	yes
W	40	Volusia	637944	1801265	745210336	124004	0.00140313	yes
W	40	Palm Beac	962394.8	795422.8	556551576	324440	0.00140916	yes
W	40	Indian Rive	839483.3	1241678	381254	267724	0.00141028	yes
W	30	Volusia	654574.2	1774981	2747726	117593	0.00141288	yes
W	40	Palm Beac	953833.1	740549.5	1302380	294587	0.00141315	yes

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W	40	Brevard	716622.7	1557278	547967645	23281	0.00141730	yes
W	30	Brevard	719282.2	1479949	J80491	40052	0.00141773	yes
W	30	Dade	905387.1	559376.1	578382333	242190	0.00141862	yes
W	40	Dade	868836.3	487326	6105669	216959	0.00141898	yes
W	40	Dade	874082.2	454740.1	4449963	170990	0.00141901	yes
C	60	Broward	886330.9	646411.2	625876520	97824	0.00141966	yes
W	30	Palm Beac	957481.6	748393.6	200148730	314207	0.00142526	yes
W	40	Palm Beac	947854.4	834024.4	J85447	361157	0.00142829	yes
W	50	Palm Beac	933262.1	777105.4	172619622	311647	0.00142941	yes
W	40	Brevard	718438	1503125	2928266	3575	0.00143214	yes
W	40	Volusia	634615.9	1773046	258686724	123857	0.00143643	yes
W	40	Seminole	546861.9	1635912	2362286	104842	0.00143655	yes
W	40	Dade	907132.2	535688.9	4559109	179069	0.00143890	yes
W	30	St Lucie	809565.4	1070514	263606	263812	0.00144004	yes
W	35	Volusia	683818.5	1687060	259975680	124852	0.00144115	yes
W	40	Flagler	586205.7	1899516	2524850	108483	0.00144116	yes
W	40	Dade	901391.2	505885	6278883	226965	0.00144235	yes
W	35	Dade	885461.8	496034	6114903	218011	0.00144346	yes
W	45	Broward	920377.2	600718.8	3680499	45320	0.00144382	yes
W	40	Palm Beac	960413.1	922628.1	1455608	300228	0.00144582	yes
C	45	Palm Beac	961263.1	778549.4	1476110	300939	0.00144612	yes
W	35	Seminole	573355.8	1623907	2440232	107214	0.00144917	yes
C	45	Palm Beac	911210.2	916887.2	900812	282521	0.00145633	yes
W	35	Dade	913646.8	568332	577164282	240275	0.00146013	yes
W	40	Palm Beac	964248.1	853601.3	1560926	304547	0.00146282	yes
W	30	Broward	935567.6	604314.8	566224659	90155	0.00147519	yes
W	40	Dade	910446.2	540856.9	620167137	248052	0.00147698	yes
W	40	Volusia	680564.6	1685603	579339193	133820	0.00147773	yes
W	35	Palm Beac	886282.2	902064.4	197981116	314068	0.00148397	yes
W	35	Broward	935416.1	659099.7	5732037	72389	0.00148832	yes
W	40	Brevard	756134.3	1313501	196980565	18752	0.00148980	yes
W	40	Dade	881223.2	519463	6111291	217589	0.00149083	yes
W	40	St Johns	521769	2072939	614487599	391472	0.00149164	yes
W	40	Dade	896970.2	499527	6274611	226822	0.00149789	yes
W	45	Broward	938026.1	607637.8	616410630	97288	0.00150033	yes
W	45	Martin	901495.2	1039492	828146	279821	0.00150095	yes
W	35	Broward	912610.2	609978.8	5712777	70390	0.00150164	yes
W	50	Dade	940206.8	526761.8	6372417	230006	0.00150808	yes
W	35	Brevard	774941.5	1358655	393753048	21893	0.00150901	yes
W	45	Broward	909271.2	618567.8	5802975	73927	0.00151343	yes
W	45	Volusia	656721.7	1770108	2754158	117900	0.00151926	yes
C	50	Flagler	584791.9	1881222	679022904	122171	0.00152025	yes
C	35	Dade	904788.2	535459.9	578393963	242447	0.00152771	yes
W	35	Broward	952776.1	686294.6	5845629	75142	0.00152808	yes
W	35	Broward	934246.1	603939.8	6060879	80081	0.00152848	yes
W	40	Brevard	781378.9	1451950	575635791	28008	0.00152852	yes
W	50	Dade	910178.2	569442.9	4519923	174875	0.00153426	yes

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W	40	Dade	879736.2	470901.1	4724673	186783	0.00153756	yes
W	40	Columbia	138394.7	2131159	1912478	368048	0.00153855	yes
W	40	Dade	870186.3	452091.1	4070331	166972	0.00153929	yes
W	45	Dade	900498.2	571921.3	4552689	178299	0.00154427	yes
W	40	Palm Beac	948653.1	959132.1	547926018	323203	0.00154822	yes
W	40	Brevard	775921.3	1353656	3238634	11844	0.00154858	yes
W	40	Dade	927363.1	569346.9	5791491	206107	0.00155538	yes
W	35	Flagler	594280.8	1912430	580457957	135505	0.00155837	yes
W	40	Dade	888888.2	483804	4540179	176948	0.00155900	yes
W	30	Brevard	737770.9	1475354	JB0523	40067	0.00157173	yes
W	50	Volusia	632576.9	1823335	641728212	142993	0.00157510	yes
W	35	Indian Rive	842169.3	1195468	288255423	318669	0.00157865	yes
W	40	Brevard	741202.5	1471053	3011696	6211	0.00158333	yes
W	35	Dade	872238.2	400406.2	6097965	216167	0.00158635	yes
W	45	Brevard	755409.3	1307988	203490191	18988	0.00158642	yes
W	35	Broward	917257.2	610531.8	4409061	62580	0.00158848	yes
W	40	St Lucie	842809.1	1111012	643276141	355109	0.00158982	yes
W	40	St Lucie	860586.3	1050851	541088	271886	0.00159218	yes
C	50	Dade	896113.2	559400.9	3741693	155545	0.00159227	yes
W	40	Broward	933291.1	657316.7	5956791	75780	0.00159501	yes
W	40	Palm Beac	945771.4	860750.4	216438343	314935	0.00160537	yes
W	35	Brevard	712875.6	1489286	2894780	2782	0.00160636	yes
W	30	Seminole	629350	1558388	580410750	134160	0.00160803	yes
W	40	Palm Beac	958233.1	893004.2	1400186	297943	0.00161379	yes
W	40	Martin	876463.2	1013965	572913441	334282	0.00161925	yes
W	40	Flagler	543079.9	1823970	2356214	104773	0.00162334	yes
W	40	Dade	917051.2	564574.9	687690015	256082	0.00162386	yes
W	50	Brevard	713749.6	1475311	751989518	37997	0.00162453	yes
W	50	Broward	917791.2	606234.8	3775611	47656	0.00162548	yes
W	30	Broward	932132.1	638952.7	4278213	60220	0.00163035	yes
W	40	St Lucie	849625.3	1092685	88194481	307862	0.00164154	yes
W	30	Nassau	475501.2	2271527	623751170	393712	0.00164194	yes
W	50	St Johns	444795.8	2081455	614532174	392616	0.00164494	yes
W	40	Dade	913588.2	584437.8	6149523	222267	0.00165007	yes
W	45	Palm Beac	935112.7	786991.9	JB6713	361706	0.00165186	yes
W	35	Palm Beac	944119.6	945738.9	336843106	321493	0.00165211	yes
W	40	Dade	891386.2	542594.9	578428577	243198	0.00165228	yes
C	55	Dade	863457.1	543353.8	701765188	256924	0.00165376	yes
W	45	Broward	931415.4	696410.1	3778011	47753	0.00165622	yes
C	50	Dade	894760.6	536812.4	6085935	215218	0.00166310	yes
W	40	Palm Beac	938497.1	766201.5	1083572	287775	0.00167162	yes
C	50	Dade	862934.3	405546.2	3845847	159143	0.00167405	yes
W	40	Dade	888437.2	511351	3740343	155406	0.00167440	yes
C	35	Dade	917548.2	544359.9	5470821	197072	0.00167470	yes
W	45	Nassau	478465.1	2283537	2293988	373709	0.00167674	yes
W	45	Dade	875931.5	580158.1	701657623	256893	0.00168011	yes
W	40	Dade	845081.3	446296.1	6096921	216073	0.00168080	yes

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C	55	Palm Beac	965057.1	808156.4	656990433	358595	0.00168177	yes
W	35	Brevard	758735.6	1359598	392510704	21546	0.00168940	yes
W	30	Brevard	727595.4	1495300	667421727	36494	0.00169080	yes
W	35	Palm Beac	883857.7	886196.4	564404428	328636	0.00169113	yes
W	50	Palm Beac	958496.1	799263.7	594922377	349319	0.00169135	yes
W	40	Dade	910549.2	510963	4461573	172606	0.00169569	yes
W	30	Brevard	739839	1447143	575734875	29627	0.00169607	yes
W	45	Volusia	617722.9	1815548	2608436	110750	0.00169706	yes
W	35	Volusia	660768.7	1737766	2766308	118303	0.00169975	yes
W	40	St Lucie	847409.3	1072682	425318	268879	0.00170321	yes
C	45	Brevard	719249.3	1548193	2933456	3798	0.00170440	yes
W	35	Volusia	646519.6	1780530	556516786	130570	0.00170458	yes
W	35	Brevard	782885.7	1431932	J80741	40152	0.00170608	yes
W	45	Broward	909759.8	660458	651477916	99813	0.00170806	yes
W	35	Broward	907830.2	599052.8	4483857	63839	0.00170869	yes
W	30	Seminole	608372.8	1618762	2589068	109648	0.00171036	yes
C	60	Dade	826701.8	519638.4	630460578	249502	0.00171081	yes
W	40	Indian Rive	807442.4	1243273	258272	263655	0.00171660	yes
W	40	Palm Beac	961546.1	888445.2	644428028	356917	0.00171847	yes
W	45	Dade	923478	536165.4	619952163	248009	0.00172133	yes
W	40	Palm Beac	962532.4	868341.1	151041605	310066	0.00172176	yes
W	35	Dade	887658.2	492682	5879157	207709	0.00172504	yes
W	45	Dade	912119.2	535414.9	4672971	184929	0.00172666	yes
W	45	Flagler	557167.8	1816161	2379770	105271	0.00172830	yes
W	35	Dade	809161.7	443710.2	622918383	248509	0.00172948	yes
W	40	Dade	898666.2	542667.9	6130251	219878	0.00173489	yes
W	45	Seminole	559878.1	1623886	851126647	147951	0.00174188	yes
W	40	Dade	869045.3	457514.1	3700707	153157	0.00174444	yes
W	40	Dade	920064.2	571595.9	6302985	227882	0.00174535	yes
W	30	Palm Beac	960454.3	781109.6	573253234	338925	0.00174942	yes
W	40	Palm Beac	963141.7	895835.5	177395731	312000	0.00175031	yes
W	50	Dade	906652.2	510298	3862287	160859	0.00175186	yes
W	40	Dade	916091.2	538753.9	4568637	180165	0.00175377	yes
W	30	Dade	915341.2	537021.9	5437599	196666	0.00175603	yes
W	50	Brevard	806099.8	1305531	179924583	18185	0.00176028	yes
C	50	Broward	937069.1	625437.8	665729471	100876	0.00176420	yes
W	40	Martin	901823.2	1039873	830486	279922	0.00176627	yes
W	40	Brevard	752842.5	1370421	3073574	8077	0.00177304	yes
W	35	Palm Beac	964925.1	850682.3	573298935	339575	0.00177709	yes
W	40	Dade	819233.4	438201.1	640688009	251805	0.00178068	yes
W	30	Dade	847283.3	435184.1	3904533	162268	0.00178151	yes
W	45	Brevard	719052.8	1464927	2931614	3692	0.00178814	yes
C	50	Broward	874341.3	652308.5	676354646	101860	0.00178888	yes
W	40	St Lucie	853867.1	1058267	164998502	311107	0.00179083	yes
W	35	Broward	904895.2	661247.7	3676935	45041	0.00179440	yes
C	55	Broward	883806.7	659360.6	3940869	52820	0.00179582	yes
W	40	Brevard	755232	1312130	203537112	19009	0.00179640	yes

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W	45	Putnam	474547	1871516	613976440	387184	0.00180107	yes
W	40	Brevard	751698.5	1490719	3064178	7768	0.00180559	yes
W	45	Dade	856606.6	503463.7	578525032	244766	0.00180832	yes
C	50	Dade	916640.9	532395.4	699100208	256723	0.00180975	yes
W	40	Palm Beac	934267.9	939197.1	573592581	343623	0.00181690	yes
W	40	Columbia	154393.4	2133808	1939322	369173	0.00182074	yes
W	45	Dade	917699.1	524605	578372504	242048	0.00182184	yes
C	45	St Johns	555306.6	2027071	688923282	397487	0.00183578	yes
W	40	St Lucie	839008.5	1158241	573090564	336553	0.00183758	yes
W	30	Brevard	728495.6	1479247	576117523	32747	0.00183843	yes
W	30	Volusia	647229.6	1747167	597289100	141507	0.00184334	yes
W	35	Dade	890028.2	522803.9	4522923	175154	0.00184367	yes
W	45	Dade	913930.9	592465.3	753291953	258010	0.00184587	yes
W	30	Brevard	711297.6	1558392	575806099	31042	0.00185727	yes
W	40	Dade	873461.2	454336.1	4429635	168794	0.00187038	yes
W	45	Seminole	562593.4	1614761	680646128	145182	0.00187219	yes
C	45	Broward	941487.1	652386.7	4033203	57256	0.00187404	yes
W	45	Brevard	698911.7	1599356	388618905	19966	0.00187491	yes
W	30	Seminole	571484.8	1599718	580482472	135759	0.00187616	yes
W	40	Brevard	765070.5	1457984	3165170	10505	0.00188085	yes
W	40	Seminole	531753.9	1627478	580545350	136735	0.00188141	yes
W	30	Dade	839851	433182	669483145	254929	0.00188401	yes
W	40	Dade	895471.2	519694	4546455	177649	0.00189323	yes
W	55	Dade	914047.2	548535.9	4752999	188810	0.00189667	yes
W	40	Brevard	791799.4	1343374	3347504	15191	0.00189744	yes
W	40	Dade	934818.1	550964.9	5793435	206346	0.00190157	yes
W	50	St Lucie	836896.2	1105718	618950144	350949	0.00190571	yes
W	50	Palm Beac	890781.2	866949.3	765086	276979	0.00191019	yes
W	45	Dade	890910	522403.1	6265407	226493	0.00191665	yes
W	40	Broward	951320.1	711158.6	6341043	83964	0.00191691	yes
W	40	Dade	912624.2	549861.9	4566339	179889	0.00191745	yes
W	40	Dade	927393.2	592376.8	3757269	156736	0.00191760	yes
C	50	Martin	906370.7	1017922	581452021	348276	0.00192005	yes
W	40	Dade	926189.2	564261.9	4579521	181349	0.00192183	yes
W	30	Nassau	486247.9	2270943	658957134	395620	0.00193068	yes
W	40	Dade	904726.2	524744.9	6136917	220692	0.00193138	yes
W	45	Dade	886354.2	511587	4538175	176687	0.00193720	yes
W	35	Broward	942372.1	612848.8	4338363	61364	0.00194370	yes
W	45	Nassau	484292.7	2283109	679703762	397118	0.00194755	yes
W	45	Dade	887344.2	569188.9	3629955	150521	0.00194924	yes
W	40	Palm Beac	942313.1	857067.3	573485435	342100	0.00195082	yes
W	40	St Johns	560735.9	2020179	1851110	366114	0.00195566	yes
W	40	Dade	894952.2	524899	6085959	215220	0.00195589	yes
C	45	Broward	905336.2	654422.7	3653193	44489	0.00195599	yes
W	40	Brevard	783831.4	1406122	3300212	13874	0.00195739	yes
W	40	Dade	894038.1	554506.6	627723503	249179	0.00195834	yes
W	35	Palm Beac	957005.1	770491.5	1370312	296744	0.00196498	yes

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W	40	Broward	883579.1	611391.4	426675494	87362	0.00196953	yes
W	35	Dade	902646.2	530423	6359277	229428	0.00197149	yes
W	40	Broward	925550.2	656782.7	5978823	76479	0.00197217	yes
W	35	Palm Beac	915317.3	933950.7	564426448	329026	0.00197455	yes
W	35	Volusia	628383.3	1788639	267659619	129013	0.00197742	yes
C	50	Broward	924341.5	604860.7	4053597	58151	0.00197987	yes
W	45	Dade	886754.2	553674.9	654625229	253581	0.00198312	yes
W	40	Dade	913081.3	542859.5	4566687	179932	0.00198679	yes
W	35	Palm Beac	897971.4	898988.7	157048892	310560	0.00199076	yes
W	45	Palm Beac	938140.6	871376	649859773	357640	0.00199197	yes
W	30	Dade	915089.2	514656	5783355	205088	0.00199314	yes
W	45	Volusia	628614.7	1778946	620945657	142154	0.00200235	yes
W	40	Dade	847578.3	439644.1	666629011	254678	0.00200699	yes
W	40	Dade	841282.3	583764.8	3732405	47381	0.00200862	yes
W	50	Broward	891674.7	676685.6	3610377	43110	0.00201760	yes
W	35	Broward	915999.7	622576	155271852	85628	0.00202016	yes
W	50	Palm Beac	935804.1	821297.4	1055690	286953	0.00202191	yes
W	40	Dade	823361.3	398657.2	4384635	168407	0.00202203	yes
W	50	St Lucie	835243.3	1101262	619759155	351048	0.00202529	yes
W	40	St Lucie	831208.3	1133058	348488	266492	0.00203016	yes
W	45	Dade	910232.2	530442	4563267	179539	0.00203073	yes
W	40	Dade	922734.1	542459.9	4575825	180961	0.00203211	yes
W	35	St Johns	530258.8	2028728	717427852	398480	0.00203685	yes
W	40	Putnam	463781.7	1906488	156566023	375032	0.00203979	yes
W	35	St Johns	556077.9	2026256	614421709	389971	0.00204284	yes
C	35	Dade	913331.2	543548.9	5412507	196329	0.00205083	yes
W	40	Volusia	632785.5	1788602	258865151	124231	0.00205116	yes
C	40	Broward	949948.1	678431.6	3993435	55087	0.00205448	yes
W	30	Brevard	789872.4	1326511	575599025	27588	0.00205485	yes
C	45	Broward	910730.2	621154.8	6389631	84803	0.00205567	yes
W	40	St Lucie	859979.3	1048934	535790	271727	0.00206241	yes
W	45	Indian Rive	829916.4	1183616	341948	266279	0.00206380	yes
W	50	Indian Rive	817400.7	1259984	284948	264455	0.00206624	yes
W	40	Volusia	614029	1747126	261931322	126030	0.00207180	yes
C	45	Broward	943233.1	722298.6	4033953	57324	0.00207738	yes
W	35	Brevard	734474.8	1474658	2980058	5285	0.00207967	yes
W	35	Brevard	754402.5	1358322	3087050	8525	0.00208138	yes
W	40	Dade	817812.1	419255.6	4472991	173844	0.00208179	yes
W	35	Dade	944556	559521.5	148170638	230954	0.00208240	yes
W	35	Brevard	781031.5	1361326	568299532	25971	0.00208453	yes
C	45	Dade	874321.4	530193.6	563926351	236402	0.00208616	yes
W	40	Brevard	734343.5	1365140	549967479	24353	0.00209003	yes
W	40	St Lucie	819170.4	1114395	290888	264675	0.00209118	yes
W	30	Seminole	532917.8	1620157	580544685	136713	0.00210232	yes
W	35	Broward	936192.1	618627.8	4499697	65007	0.00210973	yes
W	45	St Lucie	827272.1	1140341	573130962	337228	0.00211062	yes
W	40	Palm Beac	958381.1	891937.2	1404104	298104	0.00211358	yes

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W	40	Dade	814440.4	469352	4068741	166762	0.00211509	yes
W	45	Palm Beac	803660.4	825248.3	250022	263393	0.00211588	yes
W	45	Columbia	109275.2	2134293	806139584	400289	0.00211854	yes
W	35	Palm Beac	906065.3	894082.2	563727091	326068	0.00212115	yes
W	45	Broward	909598.4	638923.8	3579627	41779	0.00212362	yes
W	35	Palm Beac	761864.5	854408.3	573758286	347413	0.00212672	yes
W	45	Dade	844343.8	441306.7	6528168	230150	0.00213045	yes
C	45	Dade	917572.2	544847.9	4045533	166313	0.00213084	yes
W	30	Putnam	468234.1	1876620	613991698	387652	0.00213411	yes
W	40	Brevard	791496.5	1318836	128541176	17086	0.00213598	yes
W	45	Brevard	795939.3	1305452	706529603	37578	0.00214477	yes
W	40	Dade	916873.2	555943.9	6152109	222587	0.00214633	yes
W	30	Broward	907196.2	631446.7	576441887	94401	0.00214692	yes
W	40	Broward	932699.9	652797	6057945	79713	0.00215312	yes
W	30	Brevard	711985.6	1485341	575798854	30951	0.00215362	yes
W	35	Brevard	798885.4	1358070	3366968	15961	0.00215397	yes
W	40	Broward	932010.1	639012.7	4277667	60209	0.00215535	yes
W	30	Volusia	645102.4	1797707	571336468	133004	0.00215683	yes
W	40	Putnam	448850	1936783	177705111	375492	0.00215844	yes
W	40	Broward	939065.1	657275.7	5986197	77298	0.00215881	yes
W	40	Broward	904749.2	657271.1	611964812	96994	0.00215935	yes
W	40	Seminole	619272.8	1599991	2613254	111030	0.00216208	yes
W	40	Columbia	149937.7	2132461	1935614	369098	0.00216942	yes
C	40	Dade	848659.3	512790	3999225	165582	0.00216988	yes
W	40	Palm Beac	959253.1	758755.5	1427066	299123	0.00217248	yes
W	30	Volusia	637071.7	1811241	561967644	131465	0.00217656	yes
W	35	Broward	895347.2	625786.7	5671737	68316	0.00217818	yes
W	45	Putnam	440292.1	1937530	646625932	395253	0.00218230	yes
W	40	Palm Beac	958845.1	777808.5	644406835	356821	0.00218308	yes
W	45	Dade	874275.3	457694.1	4450041	171002	0.00218333	yes
W	35	Brevard	752746.1	1473335	390578105	20579	0.00218339	yes
W	40	Brevard	743797.7	1459034	3021866	6576	0.00218369	yes
W	40	Palm Beac	943224.1	833268.3	573447850	341472	0.00218563	yes
W	40	Brevard	711911.7	1504758	387984168	19698	0.00218622	yes
W	30	Brevard	773251.8	1382852	75956573	16778	0.00218669	yes
W	45	Broward	935868.1	699211.6	3817749	49468	0.00218974	yes
W	35	Brevard	771222.5	1393201	575677053	28491	0.00219156	yes
W	40	Dade	916262.2	528517	578367040	241961	0.00219161	yes
W	40	Dade	903548.2	528819.9	3742641	155657	0.00219240	yes
W	45	Dade	839981.7	420906.7	624889797	248835	0.00219738	yes
W	45	Dade	907120.2	593495.8	3599187	149783	0.00220126	yes
W	35	Brevard	728482.5	1467345	2964530	4757	0.00220869	yes
W	30	St Lucie	883028.2	1092126	572939106	334605	0.00220891	yes
W	45	Palm Beac	907850.2	738963.5	875234	281683	0.00220891	yes
W	45	Indian Rive	774005.4	1239490	205280	261548	0.00221086	yes
W	45	Dade	875719.2	498858	4747281	188192	0.00221345	yes
W	40	Dade	855099.3	444880.1	3932349	164088	0.00221461	yes

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W	40	Indian Rive	825732.3	1270956	324284	265732	0.00221723	yes
W	40	Dade	816092.1	478599.4	308361352	232724	0.00222035	yes
W	30	Nassau	467574.1	2276611	2270852	372783	0.00222045	yes
W	35	Palm Beac	765488.5	903380.2	189566	261042	0.00222200	yes
W	35	Dade	923983.2	552879.9	4080819	167880	0.00222663	yes
C	40	Palm Beac	943496.1	854446.3	1142966	289828	0.00223124	yes
W	45	Seminole	562435.3	1605750	581473322	140710	0.00223331	yes
C	45	Broward	930087.1	653693.7	4495359	64566	0.00223619	yes
C	55	Broward	934794.4	706449	3816675	49390	0.00223827	yes
W	50	Volusia	670778.7	1741245	749822571	118945	0.00224190	yes
W	45	Brevard	782961.4	1475317	668112315	36519	0.00224481	yes
W	45	Brevard	779237.5	1362736	3260066	12520	0.00224543	yes
W	40	Dade	880888.9	478694.2	314405076	233130	0.00224771	yes
C	50	Dade	909075.9	546154.2	667488627	254760	0.00225340	yes
W	40	Dade	898769.9	552246.5	6099297	216289	0.00226324	yes
W	40	Dade	886059.2	549818.9	6258123	226256	0.00226574	yes
C	45	Broward	908528.2	689320.6	4019673	56368	0.00226773	yes
W	40	St Johns	555927.1	2058739	629537476	394040	0.00226844	yes
W	50	Palm Beac	753485.5	861820.3	160412	260031	0.00226954	yes
W	30	Brevard	796824.6	1356712	575605610	27700	0.00227167	yes
W	30	Seminole	568517.3	1615572	650444293	144114	0.00228158	yes
C	45	Palm Beac	939280.1	858422.3	1092842	288062	0.00228578	yes
W	40	Brevard	752383.5	1383268	3069254	7904	0.00228725	yes
W	50	Indian Rive	816202.4	1201967	280172	264268	0.00228892	yes
W	35	Volusia	684232.6	1687649	2799098	119237	0.00229068	yes
W	40	Dade	890082.2	556704.9	4541043	177054	0.00229161	yes
W	45	Indian Rive	779307.5	1201941	644076969	356652	0.00229406	yes
W	45	Broward	938663	637376.4	3821307	49773	0.00229544	yes
W	45	Brevard	769929.5	1385226	613403262	34397	0.00230301	yes
W	40	St Lucie	832898.1	1122631	583261305	348533	0.00230785	yes
W	45	Brevard	779416.6	1366525	395362964	22716	0.00230791	yes
W	35	Volusia	661746.7	1739532	2768762	118416	0.00232664	yes
W	40	Dade	909261.2	554476.9	4460937	172509	0.00233193	yes
W	45	Dade	867011.3	563158.9	3589491	149222	0.00233328	yes
C	50	Volusia	648432	1776327	693275346	116346	0.00233469	yes
W	40	Palm Beac	947139.1	841010.3	1193264	291478	0.00234364	yes
W	35	Palm Beac	942898.1	853643.3	573471715	341949	0.00234671	yes
W	45	Dade	921185.9	557488.1	4766343	189461	0.00235520	yes
W	40	St Lucie	865273.6	1094858	291791082	319415	0.00235600	yes
W	35	Palm Beac	962370.1	809987.4	573272471	339200	0.00235686	yes
W	40	Dade	934237.1	583721.8	6024813	214138	0.00236043	yes
C	50	Dade	862089.3	558806.9	549376454	235127	0.00236365	yes
W	40	Broward	866677.3	636109.7	635874985	98610	0.00236419	yes
W	40	Brevard	748713.7	1484050	390609714	20604	0.00236458	yes
W	40	Palm Beac	958173.2	843368.5	547878399	322903	0.00236660	yes
W	50	Palm Beac	925747.8	857649	153706169	310256	0.00236680	yes
W	30	Brevard	694291.6	1575938	576156250	33282	0.00236716	yes

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W	45	Indian Rive	794289.4	1248462	237908	263087	0.00236788	yes
W	30	St Lucie	844255.3	1121308	573080904	336329	0.00236876	yes
W	40	Dade	897597.2	540873.9	6129177	219730	0.00237374	yes
W	40	Palm Beac	957943.1	734019.5	1392224	297574	0.00237729	yes
W	40	Indian Rive	818102.4	1270995	286436	19	0.00237786	yes
W	45	Broward	912420.2	633177.7	3580419	41842	0.00237916	yes
W	45	Palm Beac	947785.1	847602.3	1203044	291793	0.00238080	yes
W	40	Broward	940005.1	614413.8	6071133	81321	0.00238243	yes
W	40	St Lucie	862872.3	1138827	563096	272398	0.00238526	yes
W	40	Brevard	782279.7	1473521	575637869	28019	0.00238556	yes
W	45	Dade	828314.7	436818	624075141	248698	0.00238586	yes
W	45	Dade	877049.2	491127	3792831	157663	0.00238610	yes
W	45	Broward	938165.1	625479.8	4501341	65168	0.00239169	yes
W	30	Seminole	619476.7	1589597	580421288	134652	0.00239265	yes
W	40	St Johns	548013.1	2035079	562091601	381809	0.00239522	yes
W	35	Brevard	748068	1470157	575726780	29531	0.00240021	yes
W	45	Volusia	634685.7	1661667	2653724	113054	0.00240116	yes
W	30	St Johns	545814	2019883	192816240	375818	0.00240339	yes
W	40	Dade	912927.2	535612.9	4566567	179918	0.00240455	yes
C	40	Broward	942213.1	719259.6	4033557	57285	0.00240608	yes
W	40	Indian Rive	824075.4	1253741	315236	265432	0.00241107	yes
W	40	St Johns	554732	2031086	561956971	381242	0.00241272	yes
W	35	Dade	818192.5	451784.8	631158043	249609	0.00241285	yes
W	45	Dade	844679.3	581282.8	3590799	149324	0.00241320	yes
W	45	Putnam	448538.1	1928214	609754293	386018	0.00241434	yes
W	45	St Johns	455480.4	2089748	614527685	392446	0.00241756	yes
W	40	Palm Beac	897666.2	822308.4	807086	278857	0.00241837	yes
W	35	Palm Beac	882888.2	902130.2	565056699	329750	0.00241868	yes
W	45	Dade	906501.6	559502.1	3901167	162074	0.00241925	yes
W	40	Broward	943347.1	668454.7	4504959	65558	0.00241991	yes
A	U	Dade	882483.2	550296.9	576989397	238784	0.00242056	yes
W	35	Broward	936675.1	670778.6	5733645	72587	0.00242419	yes
W	40	Palm Beac	962414.1	859173.3	220223296	315852	0.00242420	yes
W	40	Dade	904495.2	573535.9	6087507	215332	0.00242628	yes
W	50	Volusia	702215.8	1646898	675393445	144838	0.00242652	yes
W	40	Broward	906951.2	624097.8	4400889	62286	0.00242862	yes
W	30	Columbia	133040.6	2129670	567961662	382640	0.00243161	yes
W	45	Brevard	719304.6	1497300	2933720	3809	0.00243236	yes
W	40	Volusia	603357.9	1636455	265055905	127739	0.00243452	yes
W	45	Broward	916968.2	630576.7	5679375	68656	0.00243529	yes
W	30	Volusia	650095.9	1770945	556577133	130986	0.00244033	yes
W	40	Columbia	95745.44	2137585	219971919	376404	0.00244093	yes
W	35	Broward	932010.1	616241.8	576463411	94982	0.00244222	yes
W	40	St Lucie	842074.3	1159062	395420	268169	0.00244237	yes
W	40	Dade	821577.4	436792.1	6096099	215991	0.00245038	yes
W	40	Volusia	645534.7	1775861	731931120	127420	0.00245411	yes
W	40	Dade	812904.4	436833.1	6228099	225304	0.00245728	yes

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W	40	Brevard	781031.4	1408909	775528089	38399	0.00246092	yes
C	60	Palm Beac	929510.4	795565.8	657877003	358672	0.00247364	yes
W	45	Putnam	449974.1	1934088	2227124	371076	0.00247463	yes
W	45	Palm Beac	902112.2	898463.2	832136	279989	0.00247471	yes
W	45	Dade	898510.2	502841	4456815	171929	0.00247549	yes
W	40	Broward	934835.1	661085.7	4498617	64893	0.00247777	yes
W	30	Dade	939366.1	535437.7	556333579	235759	0.00248475	yes
W	30	Volusia	645685.6	1769172	JB180257	148419	0.00248672	yes
C	50	Brevard	733275.7	1481780	790235850	38758	0.00248744	yes
W	35	Seminole	628734	1610514	265903982	128179	0.00248957	yes
W	40	Brevard	723697.6	1488885	2949530	4310	0.00248990	yes
W	45	Dade	827719.3	456637.1	4612833	182554	0.00249471	yes
W	40	Dade	909691.2	564452.9	5369949	195523	0.00249543	yes
W	40	Dade	882160.2	488365	4510737	174314	0.00249564	yes
W	30	Broward	939979.6	666710.9	588717513	96373	0.00249604	yes
W	45	Dade	878747.3	555474.9	4522149	175077	0.00249997	yes
W	45	Broward	944271.2	651668.5	135333500	85456	0.00250994	yes
W	40	Dade	904274.2	545299.9	4513233	174462	0.00251193	yes
W	40	Brevard	706868.6	1575046	2868482	2000	0.00251422	yes
W	40	Flagler	592034.8	1849696	580448159	135381	0.00251735	yes
W	40	Martin	877615.2	1000542	704780	274996	0.00251811	yes
W	30	Indian Rive	837206.4	1246336	284219869	317679	0.00251949	yes
W	45	Brevard	704658.5	1594896	2857346	1641	0.00252342	yes
C	50	Dade	889176.2	564947.9	625302821	248873	0.00252470	yes
W	30	Palm Beac	884097.2	899404.2	573728960	346480	0.00252853	yes
W	35	St Johns	547574.4	2037910	562086698	381762	0.00253260	yes
W	40	Palm Beac	949483.1	947610.1	614583692	350605	0.00253417	yes
C	45	Dade	897587.2	504051	6129159	219727	0.00253813	yes
W	45	Volusia	660092.1	1761106	2764556	118245	0.00254347	yes
W	30	Broward	886112.5	662122.1	570706881	91444	0.00254493	yes
W	35	St Lucie	868898.3	1078820	626372	273650	0.00254883	yes
W	30	Putnam	449596.6	1932547	595494660	384812	0.00255041	yes
C	40	Broward	913021.2	662701.7	3986151	54391	0.00255043	yes
C	55	Broward	881712.2	659351.7	3608997	43029	0.00255918	yes
C	50	St Lucie	866565.3	1095205	600596	273323	0.00256122	yes
W	40	Broward	936540.1	692554.6	6066027	80729	0.00256454	yes
W	50	Martin	901691	1027669	591934735	348790	0.00256724	yes
W	35	Broward	943206.3	648115.5	200603108	86133	0.00257655	yes
C	55	Dade	858910.7	536256.8	708595987	257159	0.00258122	yes
W	30	Dade	924565.6	565762	578319265	241034	0.00258529	yes
C	55	Dade	933798.5	580100.5	552461851	235367	0.00258531	yes
C	50	Broward	899542.2	604254.8	3800025	48240	0.00258677	yes
W	45	Palm Beac	946147.1	856940.3	644398940	356773	0.00258711	yes
W	45	Dade	861632.3	506905.8	641239109	251938	0.00258720	yes
C	30	Broward	951119.8	687078.5	576337531	92549	0.00258827	yes
W	40	Dade	886940.2	496658	5762277	202520	0.00259223	yes
W	30	Dade	941876.3	560428.5	556310246	235701	0.00259593	yes

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W	55	Palm Beac	916326.3	847678.1	170856934	311533	0.00259749	yes
W	45	Martin	780771.4	963208.1	215096	261966	0.00259951	yes
W	45	Dade	865927.3	435087.1	3591351	149436	0.00260361	yes
W	45	Broward	935809.1	603278.8	3885189	51341	0.00260702	yes
W	40	Broward	945379.1	666457.7	6206001	83297	0.00260875	yes
W	40	St Lucie	872629.2	1105989	288564381	318774	0.00260891	yes
W	40	St Lucie	804216.4	1087088	250886	263413	0.00261023	yes
W	35	Volusia	635084.2	1784845	631303893	142597	0.00261116	yes
W	45	Broward	935510.1	618607.8	3884865	51302	0.00261290	yes
W	40	Brevard	796241.4	1360503	3362162	15788	0.00261329	yes
C	50	Broward	944330.8	693703.5	3826209	50205	0.00262345	yes
W	45	Dade	927367.4	585283.4	578313141	240920	0.00263541	yes
W	45	Brevard	751757.4	1382526	3064682	7792	0.00263979	yes
W	40	Dade	909685.2	523996	6290733	227427	0.00264050	yes
C	50	Palm Beac	953932.1	862262.3	1305188	294648	0.00264308	yes
W	40	St Johns	546380.4	2028922	783704896	399819	0.00264308	yes
W	40	Dade	918271.2	561837.9	4080429	167830	0.00264360	yes
W	40	Volusia	704945.8	1651391	912422834	148326	0.00265116	yes
W	45	Palm Beac	938181.4	872893.3	186866015	312763	0.00265127	yes
W	30	Putnam	452146.1	1897332	614030363	388324	0.00265780	yes
W	30	Columbia	139283.5	2141065	569811162	382891	0.00266200	yes
W	45	Dade	884626.2	578818.2	3794973	157709	0.00266383	yes
W	40	Palm Beac	965098.4	786748	556711151	324751	0.00266443	yes
W	45	Dade	903905.2	542978.9	5900757	208653	0.00266471	yes
W	45	Broward	932797.4	712658.7	548422182	88913	0.00266530	yes
W	40	St Johns	568630.3	2008839	1860452	366658	0.00266568	yes
W	45	Brevard	755250.2	1466585	3093962	8719	0.00266584	yes
W	40	Broward	894214.2	603231.8	4072221	58706	0.00267515	yes
W	40	St Lucie	859685.3	1139159	533312	271662	0.00267526	yes
W	30	Broward	919329.7	600587.4	566260875	90195	0.00267571	yes
W	35	Broward	924730.1	657187.7	5721555	71227	0.00267818	yes
C	55	Brevard	750135.2	1487378	183517827	18343	0.00267840	yes
W	35	St Johns	452830.1	2071075	614528748	392493	0.00268124	yes
C	50	Dade	852473	440985.9	150891885	230980	0.00268294	yes
W	40	Brevard	701560.6	1585209	2845256	1250	0.00268483	yes
W	50	Palm Beac	964994.1	864847.3	1582682	305350	0.00269246	yes
W	45	Palm Beac	879526.8	895419.8	190641290	313196	0.00269263	yes
W	30	Palm Beac	952905.1	899943.2	1284128	294060	0.00269369	yes
W	50	Broward	953691.6	704930.1	655465079	100105	0.00269936	yes
W	45	Indian Rive	806581.9	1243114	173291604	311702	0.00270345	yes
W	55	Palm Beac	916430.5	850160.6	102186071	308197	0.00270819	yes
W	40	St Lucie	842343.3	1073012	283409633	317198	0.00271267	yes
W	40	Volusia	643805.2	1786817	264208462	127214	0.00271289	yes
W	35	Dade	892533.2	524761	5767053	203098	0.00271390	yes
W	30	Brevard	696140.6	1612059	576158315	33365	0.00271627	yes
W	30	Dade	822723.4	400811.2	4793589	190283	0.00271670	yes
W	40	Brevard	755979.5	1490727	3099434	8874	0.00271880	yes

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W	40	Palm Beac	956484.1	762416.5	1359062	296367	0.00271971	yes
C	50	Palm Beac	905484.8	863052.7	337651773	321588	0.00272118	yes
W	40	Broward	903671.3	661382.5	3676773	45031	0.00272593	yes
W	35	Seminole	549106.2	1637591	569824352	132307	0.00272760	yes
W	35	Dade	926540.8	560753.3	660740426	254128	0.00273462	yes
W	45	Martin	925735.4	985896.8	J83522	259716	0.00274045	yes
W	45	Dade	897501.2	523201	638773222	251451	0.00274134	yes
W	45	Indian Rive	788181.4	1242015	229736	262747	0.00274242	yes
W	35	Dade	887727.2	512920	6260991	226345	0.00274662	yes
W	40	Broward	956998.1	705108.6	6215031	83482	0.00274717	yes
C	45	Broward	936720.1	621828.7	4030719	57070	0.00274725	yes
W	35	Putnam	446788.2	1925917	595906689	385018	0.00275531	yes
C	55	Volusia	626434.5	1742772	657328744	144260	0.00276542	yes
W	40	St Johns	571553.8	1984738	1865084	366845	0.00276579	yes
W	40	Dade	903158.2	557036.9	5899665	208597	0.00276639	yes
W	60	Palm Beac	774502.5	821949.3	206600	261633	0.00276906	yes
W	30	Volusia	636239.7	1804154	561967494	131454	0.00276927	yes
C	45	Flagler	577244.6	1869028	539146563	129225	0.00277140	yes
W	45	Dade	909907.2	566061.9	5779827	204700	0.00277287	yes
W	45	Dade	921869.2	582070.9	6360927	229592	0.00277530	yes
W	30	Dade	922242.2	564503.9	5527743	197890	0.00277545	yes
W	45	Dade	875645.3	493724	4533975	176221	0.00277907	yes
W	40	Dade	893965.2	537780.9	5993745	210187	0.00277972	yes
W	40	Volusia	653500.1	1759643	556238102	130006	0.00278494	yes
W	40	Dade	919570.2	544723.9	655249511	253596	0.00278537	yes
W	60	Indian Rive	787611.4	1201837	637993486	353303	0.00278634	yes
W	45	Putnam	467650.5	1933501	359076215	379733	0.00278667	yes
W	35	Volusia	669242.7	1743941	2778824	118847	0.00278700	yes
W	40	Brevard	701301.6	1587020	2844194	1220	0.00278802	yes
W	30	Brevard	693199.6	1592797	575824049	31633	0.00279283	yes
W	40	St Johns	500700	2026214	1777808	362923	0.00279476	yes
W	35	Dade	904077.2	540975.9	5299935	194149	0.00279501	yes
W	35	St Johns	550420.9	2040822	561891690	381083	0.00279625	yes
W	30	St Johns	537838.6	2064178	571507611	383822	0.00280051	yes
W	45	St Johns	462157.5	2077677	670363758	396781	0.00280053	yes
C	45	Broward	949988.1	674984.6	5667501	68233	0.00280350	yes
W	45	Dade	828741.9	403762.5	578543731	245131	0.00280679	yes
W	45	Palm Beac	925933.1	830909.9	573566319	343153	0.00280949	yes
W	40	Broward	909102.2	656254.7	6040989	78192	0.00281347	yes
W	40	St Johns	550827.9	1989038	614428316	390144	0.00281777	yes
W	45	Broward	931658.1	650725.7	4735857	67210	0.00282290	yes
W	35	Brevard	730378.7	1467823	2970086	4975	0.00282311	yes
W	40	Martin	888469.2	1055121	754760	276580	0.00282527	yes
C	55	Palm Beac	963708.6	791881.6	635718393	352891	0.00282808	yes
W	35	Palm Beac	962342.7	868675.1	547896440	322994	0.00283045	yes
C	45	Dade	913025.4	534610.9	556401876	235893	0.00283175	yes
W	40	St Johns	487952.2	2033842	631060514	394229	0.00283819	yes

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W	30	Dade	898845.4	518678	570686333	237249	0.00283947	yes
W	40	Dade	810090.8	426448.5	3669579	151964	0.00283974	yes
W	45	Broward	911261.2	636330.2	3595521	42575	0.00284474	yes
W	40	Dade	883115.2	550874.9	3738693	155202	0.00284481	yes
C	40	Indian River	835387.3	1228827	367400	267201	0.00284572	yes
W	40	Dade	914985.2	539406.9	4090887	168248	0.00285112	yes
W	40	Dade	875080.2	584969.8	5757357	201921	0.00285345	yes
W	45	Palm Beach	946484.1	832488.3	1184744	291195	0.00286093	yes
W	40	Dade	892094.2	547972.9	6123447	219065	0.00286711	yes
W	35	Dade	926177.7	570948.4	4579515	181348	0.00286924	yes
W	40	Brevard	781340.4	1454806	3274598	13071	0.00287506	yes
W	45	Dade	911901.2	593587.8	753643553	258014	0.00287664	yes
W	40	Dade	877318.3	472793.1	6248469	225928	0.00288006	yes
C	35	Putnam	452282.1	1932963	2235488	371380	0.00288428	yes
W	40	Broward	943388.1	698620.6	6203211	83227	0.00288703	yes
W	40	Volusia	654930.3	1773690	559239104	131211	0.00288999	yes
W	40	Putnam	447483.8	1933043	2217302	370731	0.00289508	yes
W	40	Dade	895758.2	497534	6015369	212805	0.00289511	yes
W	45	Dade	825921.1	431277.3	4620417	182797	0.00289841	yes
W	40	St Lucie	892220.2	1067576	772958	277262	0.00290821	yes
W	40	Dade	905176.2	549765.9	6087657	215343	0.00290856	yes
C	45	Dade	862934	451932.7	3650853	151223	0.00291446	yes
W	45	Palm Beach	881706.2	938603.1	643282505	355158	0.00291952	yes
W	40	Dade	898586	524058.7	4394817	168559	0.00292366	yes
C	55	Broward	861133.8	597412.6	570948347	91709	0.00292422	yes
W	45	Dade	854765.3	459735.1	3698877	152922	0.00292651	yes
W	45	Brevard	757451	1444992	690281960	37067	0.00292865	yes
W	45	Putnam	455260.1	1933564	614769574	392719	0.00293075	yes
W	45	Dade	860355.5	567896.7	577008631	239085	0.00293405	yes
W	40	Dade	815571.4	429872.1	4435587	169247	0.00294194	yes
W	30	Brevard	703646.8	1479822	155799365	17512	0.00294246	yes
W	55	Dade	922157.4	583022.9	6360957	229596	0.00294343	yes
W	40	Volusia	689930.6	1686684	2815730	119836	0.00294897	yes
W	30	Seminole	602830.7	1615022	674372456	144727	0.00295324	yes
W	40	Broward	951571.1	708186.6	5686395	69430	0.00295395	yes
C	50	Volusia	618411.2	1789602	259639159	124659	0.00295432	yes
W	35	Palm Beach	882358.8	895910.8	564410861	328926	0.00295503	yes
W	40	Dade	901663.2	535472.9	5272047	193531	0.00295795	yes
W	40	St Johns	556910.4	2000848	614404676	389748	0.00295895	yes
W	30	St Johns	558929.6	1963637	614425783	390035	0.00296003	yes
W	40	Indian River	784850.4	1251293	223166	262382	0.00297132	yes
W	40	Brevard	722242.6	1511217	2945360	4185	0.00297229	yes
W	40	St Johns	545641.5	2003606	599330238	385840	0.00297640	yes
W	30	St Johns	546118.4	2021904	192831283	375825	0.00297731	yes
C	50	Broward	862438.9	616834.7	641661027	99159	0.00297833	yes
W	45	Broward	940186.5	618229.4	3891147	51890	0.00297866	yes
W	40	Broward	878920.8	622482.7	652051003	99866	0.00297880	yes

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W	40	Palm Beac	964277.1	896422.2	1561928	304587	0.00297932	yes
W	35	Broward	937838.2	664648.5	547703002	88471	0.00298782	yes
W	50	Palm Beac	942014.1	836035.3	1124258	289101	0.00298879	yes
W	45	Martin	893708.2	1058538	783212	277774	0.00299517	yes
W	45	Volusia	634768	1797673	2654054	113070	0.00300670	yes
W	50	Dade	919586.2	581069.8	4681779	185288	0.00300936	yes
W	35	Volusia	652516.7	1753859	2739854	117245	0.00301092	yes
W	40	Monroe	684368	518928.8	640317579	251716	0.00301566	yes
C	50	Broward	949136.4	684500.7	599574989	96649	0.00302307	yes
W	35	Palm Beac	897524.6	898274.7	570653198	331497	0.00302586	yes
C	50	Broward	876035.3	635887.7	660221300	100545	0.00302695	yes
W	50	Dade	917227.2	578249.8	3626007	150403	0.00302960	yes
W	40	Dade	861233.3	521228.9	3732783	154649	0.00303049	yes
C	45	Dade	889776.3	524267.1	578432575	243255	0.00303853	yes
W	40	Broward	957232.1	715858.6	136458339	85478	0.00304081	yes
W	35	Palm Beac	962421.3	896833.7	557713831	325275	0.00304372	yes
W	40	Dade	905516.2	555899.9	4399761	168587	0.00304711	yes
W	40	Volusia	700712.6	1650034	2841434	120154	0.00304793	yes
C	55	Dade	830222.9	496348.7	733288490	257844	0.00305192	yes
W	40	Seminole	623213.8	1571658	262568714	126411	0.00305314	yes
W	35	Dade	924792.1	572713.8	6161043	223629	0.00305472	yes
C	50	St Lucie	901079.6	1098282	557196487	325184	0.00305543	yes
W	40	Broward	919632.2	645040.7	4491051	64308	0.00305964	yes
W	45	Brevard	707613.5	1560839	547986623	23895	0.00306043	yes
W	40	Palm Beac	964648.4	875295.9	571492607	333046	0.00306061	yes
W	45	Brevard	705043.6	1558408	575814223	31289	0.00306160	yes
W	45	Dade	860742.7	484179.1	311186078	233004	0.00306784	yes
W	35	Palm Beac	888912.2	894985.1	199526287	314166	0.00306879	yes
W	40	Palm Beac	964349.1	817547.4	1564232	304695	0.00306992	yes
W	40	St Johns	561869.9	1950452	1852808	366202	0.00307648	yes
W	45	Palm Beac	761631.5	854216.3	176408	260486	0.00308081	yes
W	30	Palm Beac	956248.1	737999.5	1354400	296200	0.00308743	yes
W	35	Dade	882314.2	551116.9	6112323	217707	0.00308903	yes
W	35	Dade	897788.2	588161.8	5687241	199154	0.00309462	yes
W	40	Dade	883375.2	485212	623757803	248676	0.00310031	yes
W	45	Martin	898189.2	1049260	809762	278993	0.00310408	yes
W	40	Palm Beac	765198.5	855071.3	188432	260996	0.00310628	yes
W	35	Broward	923860.2	653961.7	5720691	71134	0.00311149	yes
W	45	Dade	817368.7	458487.9	3840171	158600	0.00311397	yes
W	30	Dade	923987.3	567963.9	547854033	234893	0.00312141	yes
W	35	Dade	890446.2	498165	5176179	192652	0.00312792	yes
W	40	St Johns	547921.2	2018133	194657726	375854	0.00312802	yes
W	40	Dade	909539.2	582901.8	4562025	179387	0.00312827	yes
W	40	St Johns	523709.9	2011574	1805960	363363	0.00313022	yes
W	30	Martin	917806.2	1015627	572865570	333604	0.00313120	yes
W	40	Broward	949301.1	718385.6	6078039	82018	0.00313737	yes
W	40	Brevard	694750.6	1565374	2825792	538	0.00314016	yes

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W	40	Broward	956046.1	700713.6	5686611	69460	0.00314043	yes
W	40	Volusia	636895.7	1811531	2663102	113472	0.00314163	yes
W	35	Palm Beac	955687.1	844578.3	1342364	295760	0.00314615	yes
W	40	Dade	895659.2	495559	4455849	171789	0.00314724	yes
W	45	Palm Beac	939762.1	946719.1	1098644	288241	0.00314826	yes
W	40	Brevard	782747.5	1398878	3288788	13496	0.00314843	yes
W	45	Volusia	684408.6	1691597	2799668	119255	0.00315567	yes
W	40	Volusia	688269.8	1682324	824159641	147159	0.00316059	yes
W	40	Dade	903198.2	573798.9	6134769	220420	0.00316190	yes
C	40	Broward	921977.2	722969.6	4596891	66004	0.00316416	yes
W	40	Dade	856469.3	520145	4471611	173724	0.00316684	yes
W	45	Palm Beac	932632.1	847377.5	641679465	353910	0.00317157	yes
W	30	Palm Beac	928157.7	824119.3	573557018	343003	0.00317363	yes
W	30	Broward	909775.8	642836.2	566666016	90777	0.00317436	yes
W	30	Dade	899482.6	523180.7	560806009	236274	0.00318624	yes
W	30	Broward	895788.2	630243.8	576444168	94455	0.00319003	yes
W	45	Volusia	698011.3	1660204	578007618	133742	0.00319553	yes
W	50	Palm Beac	762384.5	857789.3	178448	260589	0.00319772	yes
W	30	Nassau	491698	2270200	613952169	386553	0.00319801	yes
W	30	Seminole	571706.4	1599153	JB131630	143803	0.00320483	yes
W	35	Seminole	622015.8	1573518	2620520	111413	0.00320503	yes
W	45	Brevard	717688.6	1555705	2922848	3442	0.00321251	yes
W	45	Broward	935774.1	614401.8	3722199	46859	0.00321564	yes
W	45	Volusia	630320.4	1749914	656833418	142321	0.00321757	yes
W	40	Dade	886752.2	496948	5762121	202502	0.00321859	yes
W	40	Brevard	753008.8	1380867	575714109	29352	0.00322101	yes
W	30	Brevard	710368.2	1479812	575794552	30729	0.00322458	yes
W	40	Brevard	755166.9	1507665	597649353	33941	0.00322518	yes
W	30	St Johns	571755.1	2003021	614391106	389470	0.00322900	yes
W	40	Palm Beac	946154.9	820903.6	327201869	319558	0.00322904	yes
W	40	St Lucie	857195	1054639	159397696	310802	0.00323292	yes
W	55	Indian Rive	828419.3	1215092	335126	266075	0.00323824	yes
C	50	Palm Beac	971174	895639.2	1630190	307281	0.00323926	yes
W	45	Brevard	730631.5	1480419	2970548	4993	0.00324138	yes
C	40	Broward	910713.2	711270.7	3773925	47591	0.00324262	yes
W	45	Broward	942179.1	697714.6	3893109	52074	0.00324351	yes
W	60	Dade	812985.2	463705.5	551346085	235282	0.00324433	yes
W	35	Indian Rive	830349.8	1234736	345080	266382	0.00324461	yes
W	40	Dade	905298.2	523896	6359577	229466	0.00324549	yes
W	40	Brevard	738089.9	1476796	JB0529	40073	0.00324740	yes
W	45	Palm Beac	892139.1	898932.1	333113819	320763	0.00325307	yes
W	35	St Johns	538711.1	2058139	356576223	378342	0.00325469	yes
W	40	Indian Rive	809941.4	1201782	264710	263858	0.00326038	yes
W	40	Brevard	715778.4	1558101	390837444	20716	0.00326405	yes
W	35	St Johns	544028.9	2030494	358182800	379200	0.00326549	yes
W	40	Dade	870746.3	467886.1	684247178	255913	0.00326627	yes
W	45	Broward	842626.3	611880.8	633633221	98323	0.00326692	yes

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C	50	Broward	886446.8	651037.6	685004367	102169	0.00326777	yes
W	35	Palm Beac	956270.5	849159.7	583172109	348489	0.00326935	yes
W	50	Palm Beac	749859.6	848927.6	156008	259934	0.00327104	yes
W	45	Columbia	137430.7	2128581	1908770	367893	0.00327476	yes
W	45	Broward	871155.2	617329.8	3791271	47909	0.00327714	yes
W	40	Brevard	807580.4	1304859	576008248	31816	0.00328016	yes
W	45	Dade	871642.3	510286	5865111	207150	0.00328030	yes
W	50	Broward	949482.1	719021.6	631839532	98257	0.00328144	yes
W	50	Volusia	645699	1796338	204486594	123651	0.00328229	yes
W	40	Brevard	738830.6	1465115	2998064	5769	0.00328808	yes
W	30	St Johns	554678.7	1997538	1838264	365224	0.00328862	yes
W	40	Martin	906278.6	1019286	556139798	324302	0.00329085	yes
W	45	Dade	922726.1	545288.9	578333779	241346	0.00330093	yes
W	40	St Johns	569119.9	1997022	1860908	366682	0.00330600	yes
W	40	Broward	931591.1	647923.7	4275855	60177	0.00330622	yes
C	55	Broward	943688.1	683548.6	3825861	50183	0.00330770	yes
W	40	Dade	921457.1	559290.9	578325924	241185	0.00330856	yes
W	30	Indian Rive	848637.1	1179934	JB2443	360002	0.00330920	yes
W	35	Martin	941774.1	959578.1	1121624	288992	0.00331014	yes
W	35	Palm Beac	936246.5	932266.1	563775530	326328	0.00331125	yes
W	40	Dade	888196.3	516460.5	6314139	228342	0.00331534	yes
W	45	Putnam	334088.3	1913521	2071178	369581	0.00331738	yes
W	40	Indian Rive	844950.1	1184877	594483903	349154	0.00331895	yes
W	35	Dade	902084.2	557977.9	4078977	167636	0.00332132	yes
W	40	Dade	931862.1	565724.9	4582839	181743	0.00332689	yes
W	35	St Johns	552289.3	2020132	561777980	380524	0.00333177	yes
W	40	Broward	943889.1	646806.9	99455208	85160	0.00333326	yes
W	40	Broward	942595.1	668622.7	6074019	81642	0.00333531	yes
W	40	Palm Beac	958627.1	797412.4	1410998	298367	0.00333655	yes
W	45	Palm Beac	962848.5	853338.5	1519820	302779	0.00333660	yes
W	30	Putnam	459706.2	1905972	870808573	401670	0.00333675	yes
W	45	Dade	826628.3	404799	609821396	246689	0.00333915	yes
C	45	Dade	902219.2	561517.2	551405424	235301	0.00333987	yes
W	40	Volusia	655133.7	1773692	556517973	130583	0.00334042	yes
C	50	Broward	896472.8	674100.9	652175089	99885	0.00334307	yes
W	30	Broward	917306.2	617325.8	547179719	87989	0.00334463	yes
W	45	Brevard	798848.4	1330590	3366926	15960	0.00334673	yes
W	30	Martin	868421.7	1020946	286542773	318137	0.00334910	yes
W	40	Palm Beac	766466.4	902805.5	331582359	320422	0.00335015	yes
W	40	St Lucie	848947.3	1059046	437072	269241	0.00335064	yes
W	40	Nassau	476159.8	2314999	615584428	393247	0.00335159	yes
W	30	Dade	883305.2	509019	5119773	191800	0.00335825	yes
W	45	Brevard	759667.2	1357666	576072880	32339	0.00336160	yes
W	45	Palm Beac	781951.4	914462.2	573752083	347272	0.00336180	yes
W	30	Brevard	759904.4	1304525	174797820	18041	0.00336467	yes
W	45	Dade	919733.6	568401.6	3864831	161174	0.00337062	yes
W	35	Broward	916584.2	602274.8	576490272	95603	0.00337114	yes

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W	40	Dade	863394.3	503747	3699603	153007	0.00337296	yes
W	45	Broward	887492.2	605068.8	3575373	41454	0.00337570	yes
W	35	Brevard	696932.6	1599191	2830466	795	0.00337765	yes
W	45	Dade	909685.2	526521	4440333	169746	0.00338232	yes
W	30	Brevard	711181.6	1485848	575798628	30931	0.00338251	yes
W	40	Brevard	782378.4	1398671	3285362	13403	0.00338842	yes
C	55	Palm Beac	934279.1	831362.3	1039112	286513	0.00338897	yes
W	45	Brevard	755711.1	1462394	J80695	40140	0.00339292	yes
W	45	Flagler	582712.8	1877304	2502812	108200	0.00339747	yes
W	40	Nassau	482772.1	2305369	2299292	373917	0.00339992	yes
W	35	Brevard	786964.4	1344670	3323636	14522	0.00340144	yes
W	30	Dade	922330	538541.2	3865479	161247	0.00340360	yes
W	45	Broward	910136.2	615270.8	3579729	41790	0.00340405	yes
W	40	Palm Beac	966261.1	852256.3	1609844	306366	0.00340536	yes
C	50	Broward	949546.1	700909.6	5667471	68228	0.00340772	yes
W	40	Volusia	635536.7	1782914	2657090	113213	0.00340788	yes
W	40	Palm Beac	958000.1	778279.4	1393754	297651	0.00341617	yes
W	35	St Lucie	850731.3	1058200	451898	269582	0.00341780	yes
W	30	Putnam	445548.6	1934613	614042704	388432	0.00341808	yes
W	40	Seminole	556217.9	1615475	920819239	148344	0.00341850	yes
W	30	Volusia	644349.1	1783483	580806862	138964	0.00342431	yes
W	40	St Lucie	866183.1	1045198	184729253	312590	0.00342442	yes
W	45	Indian Rive	789719.4	1242005	231686	262843	0.00342477	yes
W	40	Flagler	600014.9	1855181	151846681	121773	0.00342497	yes
W	35	Brevard	751284.5	1474884	3060524	7656	0.00342544	yes
W	45	Broward	935154.1	698650.6	3884571	51280	0.00343017	yes
W	45	Seminole	569183.9	1624677	658753398	106331	0.00343366	yes
C	40	Dade	887014.2	551094.9	3642855	150825	0.00343592	yes
W	40	Dade	878777.2	518079	6249411	225980	0.00343640	yes
W	45	Flagler	594587.8	1911811	2560094	108967	0.00344429	yes
W	45	Palm Beac	961952.1	861724.3	1494212	301643	0.00344592	yes
W	30	Broward	949446.1	706951.6	4366593	61793	0.00344594	yes
W	30	Brevard	721918.3	1485197	173741498	18009	0.00344719	yes
W	35	Martin	897051.2	1028780	803258	278656	0.00345508	yes
W	35	Broward	932361.1	639401.7	576418173	93784	0.00345938	yes
W	40	St Johns	481594.9	1993903	1753544	362262	0.00346000	yes
C	55	Broward	866546.6	599818.4	413395726	87019	0.00346246	yes
W	40	Dade	932964.1	579206.8	6024723	214128	0.00346324	yes
W	40	Volusia	654092.7	1760600	580758328	137983	0.00346604	yes
W	35	St Lucie	859965.3	1139010	535658	271724	0.00347240	yes
W	40	Brevard	779550.9	1361953	388974138	20073	0.00347725	yes
W	40	Dade	875212.7	490207.7	612716036	246908	0.00347951	yes
W	50	Brevard	721640.6	1488176	2943530	4100	0.00348241	yes
W	35	Flagler	593455.8	1913414	680806781	145187	0.00349021	yes
W	40	Broward	949046.1	654170.7	4606467	66469	0.00349054	yes
W	35	Brevard	758503.6	1303477	576061274	32262	0.00349332	yes
W	40	St Johns	547549.6	2027393	356090094	378016	0.00349341	yes

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W	45	Broward	881864.2	644106	76971454	85101	0.00349508	yes
W	40	St Lucie	859359.3	1139663	531110	271606	0.00349981	yes
C	35	Dade	902622.2	507497	5282583	193777	0.00350184	yes
W	40	Dade	879602.2	511017	5872035	207458	0.00350266	yes
W	30	Volusia	654297.3	1761001	556530183	130709	0.00350345	yes
W	40	Brevard	809294.4	1305848	3376472	16193	0.00350482	yes
W	35	Seminole	631054.7	1626802	2641868	112472	0.00350649	yes
W	40	Brevard	784349	1395708	3304424	14014	0.00350819	yes
W	30	St Lucie	853697.2	1094247	573073226	336093	0.00350849	yes
C	50	Broward	938368.1	670191.1	669564884	101197	0.00351372	yes
W	35	Dade	889793.2	561123.9	4540773	177019	0.00351539	yes
W	35	Columbia	128314	2139121	192603222	375801	0.00351768	yes
W	40	Dade	898617.9	576066.8	169534674	231421	0.00351822	yes
W	35	Dade	913913.2	563447.9	3744663	155894	0.00351878	yes
W	40	Broward	905977.2	624064.8	645262065	99378	0.00352128	yes
C	55	St Johns	448243.5	2085330	808010243	400536	0.00352776	yes
W	40	Dade	892870.2	497964	6014493	212681	0.00352998	yes
W	40	Dade	918931.2	546458.9	619756540	247920	0.00353133	yes
W	40	Indian Rive	820415	1272482	573167590	27147	0.00353174	yes
W	40	Dade	918240.2	574826.8	6153351	222726	0.00353243	yes
W	35	Palm Beac	882680.2	857534.3	729224	275762	0.00353440	yes
W	45	Dade	892808.2	493922	4647309	183899	0.00353914	yes
W	45	Broward	928266.2	637780.7	3812319	49056	0.00354251	yes
W	35	Brevard	786451.8	1395988	547989083	23915	0.00354433	yes
W	45	Flagler	575280.8	1910509	2454842	107585	0.00354523	yes
W	45	Brevard	719074.2	1464117	629291103	35052	0.00355080	yes
W	45	St Lucie	877327.2	1095149	643237953	354941	0.00355564	yes
W	40	Martin	907756.2	1043341	874514	281643	0.00355911	yes
W	40	Dade	909814.9	537824.5	4519917	174874	0.00355920	yes
W	50	Palm Beac	765936.5	858663.3	190550	261084	0.00356173	yes
W	35	St Johns	499132	2006259	1774676	362823	0.00356513	yes
W	35	Broward	935175.1	663536.7	6063045	80364	0.00356530	yes
W	40	St Lucie	848597.3	1162234	573089460	336533	0.00356636	yes
W	30	Palm Beac	939445.3	934092.6	336563928	321408	0.00356758	yes
W	40	Brevard	793866.4	1371902	3356012	15480	0.00357121	yes
W	40	Broward	921183.2	630671.7	4492287	64397	0.00357160	yes
W	40	Dade	890854.2	497188	6172251	224925	0.00357218	yes
W	45	Broward	938808.1	672059.6	3586935	42330	0.00357272	yes
W	40	St Lucie	867617.3	1049148	612914	273501	0.00357456	yes
W	40	Putnam	477265.5	1878488	613977052	387203	0.00357464	yes
W	40	Brevard	784061.4	1400192	547994517	24050	0.00357550	yes
W	40	Dade	882622.3	564048.9	4637679	183435	0.00357610	yes
W	40	Baker	201385.2	2138779	689873956	397529	0.00357610	yes
W	30	Broward	949119.1	717965.6	4365543	61776	0.00357827	yes
W	40	Brevard	738925.5	1458459	575747584	29745	0.00357874	yes
W	45	Nassau	458294.1	2283288	237800202	376782	0.00357919	yes
W	45	Broward	938403.1	622065.8	6069165	81093	0.00358131	yes

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C	35	Dade	918322.2	543923.9	5480595	197244	0.00358203	yes
W	40	Brevard	757365.5	1490728	3108446	9103	0.00358395	yes
W	35	Dade	863295.1	446041.7	5750685	201174	0.00358901	yes
W	45	Palm Beac	910209.2	828649.3	892706	282288	0.00359064	yes
W	40	Flagler	575133.9	1865636	2453702	107556	0.00359252	yes
W	35	Putnam	455044	1913796	358680628	379517	0.00359915	yes
W	40	Broward	929681.1	644640.7	5724981	71573	0.00359917	yes
W	40	St Johns	536655.9	2018792	614480367	391284	0.00360127	yes
C	50	Dade	875163.2	500968	4533849	176204	0.00360375	yes
W	35	Broward	937280.1	670805.6	5734485	72689	0.00361655	yes
W	40	Dade	910743.2	539244.9	4773333	189740	0.00361875	yes
W	35	Brevard	817488.8	1277184	565381457	25463	0.00361889	yes
W	45	Brevard	782486.4	1481286	3286226	13421	0.00362199	yes
W	40	Dade	861100.2	446249.4	4445715	170444	0.00362202	yes
W	30	Seminole	567850.9	1616249	580516616	136228	0.00362278	yes
W	40	Brevard	715050.6	1462926	2906978	3069	0.00362544	yes
W	45	Dade	904632.4	568475.9	6039783	214873	0.00362705	yes
W	45	Broward	908060.1	661125.1	697694098	102611	0.00362786	yes
C	55	Volusia	685206.9	1696898	704531769	145711	0.00362937	yes
W	40	Palm Beac	963757.1	876256.3	1545512	303949	0.00363418	yes
W	40	Brevard	720276.9	1507132	2939048	3976	0.00363589	yes
W	35	Broward	913027.2	631202.7	576440376	94342	0.00363776	yes
W	30	St Johns	550193.9	2009319	614436941	390353	0.00363835	yes
C	45	Dade	869992.3	502997	4043697	166122	0.00364078	yes
W	40	Nassau	475568.6	2284705	2289488	373570	0.00364353	yes
W	45	St Lucie	848185.4	1089753	542521407	322576	0.00364727	yes
C	35	Dade	908458.2	565572.9	634046223	250252	0.00365202	yes
W	40	Seminole	613550.5	1566418	807793779	121707	0.00365897	yes
W	40	Dade	896890.2	496907	576984980	238731	0.00366084	yes
W	35	Dade	923880.1	556105.9	6160167	223508	0.00366213	yes
W	40	Dade	897922.1	556523.4	541672388	234013	0.00366237	yes
C	50	Nassau	489686.8	2287135	2309840	374211	0.00366483	yes
W	45	Seminole	560548.8	1629405	581131473	140642	0.00366605	yes
C	35	Dade	927448.1	565516.9	4580607	181478	0.00366707	yes
W	45	Volusia	645635.7	1773047	2703152	115552	0.00366963	yes
C	45	Palm Beac	958573.6	888959.1	220667490	316183	0.00367102	yes
W	50	Columbia	132253.7	2130398	810644530	400654	0.00367214	yes
W	45	Broward	925301.6	645461.4	563772906	89891	0.00367306	yes
W	35	Palm Beac	874408.3	878466.3	573744575	347025	0.00367407	yes
W	40	Indian Rive	822497.4	1183281	652108090	357909	0.00367418	yes
W	40	Brevard	760402.5	1440760	3126968	9565	0.00368336	yes
W	40	Indian Rive	784435.8	1260690	152380817	310117	0.00368487	yes
W	40	Dade	889432.2	481643	6120171	218648	0.00368625	yes
W	40	Palm Beac	900090.6	834355.2	186343268	312716	0.00368815	yes
C	55	Broward	930197.4	639223.1	3545330	40252	0.00369085	yes
C	60	Broward	871802.6	594068.2	666645274	101019	0.00369308	yes
W	35	Dade	866258.9	462974.5	575320281	237845	0.00369435	yes

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W	40	Broward	924068.2	645204.7	6329409	83739	0.00369712	yes
W	40	Dade	865878.3	464911.1	4530897	175876	0.00370028	yes
W	35	Palm Beac	769213.5	908284.2	197228	261309	0.00370232	yes
W	30	Seminole	611180.8	1603603	580434610	135125	0.00370300	yes
W	45	Nassau	457300.3	2284441	576220567	384047	0.00370429	yes
W	35	Dade	868714.3	507646	4076379	167321	0.00370506	yes
W	U	Palm Beac	964013.2	819731.9	215434324	314608	0.00371043	yes
W	45	Dade	882821.2	496431	6112737	217752	0.00371183	yes
W	40	St Lucie	835270.3	1106780	365966	267172	0.00371427	yes
C	50	Dade	823256.6	409131.8	659302864	253940	0.00371458	yes
W	40	Nassau	477052	2311741	2291942	373659	0.00371553	yes
W	45	St Lucie	834893.3	1087141	363332	267029	0.00371603	yes
W	40	Volusia	660848.7	1745522	2766536	118321	0.00371624	yes
W	30	Palm Beac	954099.7	739964	611050004	349003	0.00371872	yes
W	40	Dade	866536.3	521521	3856035	160185	0.00372419	yes
W	40	Brevard	785274.4	1326078	3312134	14241	0.00372555	yes
W	45	Volusia	613484.5	1705443	140427518	121423	0.00372618	yes
W	35	Seminole	628924.7	1613474	594466723	141334	0.00372822	yes
W	35	Dade	908079.2	557705.9	5351361	195138	0.00373040	yes
W	40	Broward	955238.1	700191.6	5686557	69451	0.00373835	yes
W	40	Dade	890418.2	506254	3703227	153460	0.00373912	yes
W	45	St Lucie	859831.3	1052432	534482	271693	0.00373987	yes
W	30	Brevard	755076.5	1355051	575710712	29173	0.00374347	yes
C	45	Dade	859610.6	536999.5	244601089	232371	0.00374392	yes
W	40	Dade	914751.2	544082.9	4463199	172810	0.00374551	yes
W	35	Dade	935245	591978.9	664680006	254349	0.00374772	yes
W	45	Broward	923782.5	602530.7	3681627	45392	0.00374821	yes
W	35	Brevard	785954.4	1396903	3317576	14362	0.00375257	yes
W	40	Palm Beac	947548.1	898766.2	1199420	291681	0.00375394	yes
C	50	St Lucie	835087.3	1099103	619759335	351065	0.00375760	yes
W	35	Broward	918627.4	664826.4	4490127	64256	0.00375845	yes
W	35	Palm Beac	904136.2	879764.1	570647471	331412	0.00375982	yes
W	35	Broward	902911.2	657920.7	4481373	63677	0.00376138	yes
C	60	Palm Beac	905520.2	854014.3	624131027	351450	0.00376261	yes
C	50	St Lucie	902522.6	1069711	834872	280126	0.00376417	yes
W	45	St Johns	455032.1	2092877	614527792	392451	0.00376507	yes
W	40	Columbia	138335.7	2133715	1912220	368036	0.00377740	yes
W	35	Broward	917752.2	610694.8	4092639	58921	0.00377777	yes
W	40	Brevard	754375.3	1355682	3086492	8514	0.00377847	yes
W	U	Dade	937249.1	514648	3819465	157872	0.00377987	yes
W	35	Broward	925514.2	630032.7	5951541	75623	0.00378088	yes
W	40	Martin	860335.3	1028449	538826	271829	0.00378159	yes
W	40	Brevard	779288.3	1322098	540599741	23054	0.00378409	yes
W	35	Volusia	635667.7	1661626	674393781	143662	0.00378484	yes
W	30	Volusia	637404.7	1787977	571325482	132844	0.00379022	yes
W	45	Broward	923404.2	643587.7	3596283	42627	0.00379797	yes
W	35	Dade	886855.7	539439.1	5762241	202514	0.00380410	yes

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W	50	St Johns	583161.8	1955065	706526696	398295	0.00380796	yes
W	35	Broward	915472.5	602548.7	3669411	44830	0.00381130	yes
W	35	Dade	914273.2	545567.9	6150057	222333	0.00381262	yes
W	45	St Lucie	871261.5	1113818	142627323	309591	0.00381510	yes
W	30	Dade	885838.2	510907	5140887	192011	0.00381609	yes
W	40	Dade	917135.2	556461.9	578349034	241609	0.00381835	yes
W	35	Martin	894031.2	1042116	572919799	334444	0.00382018	yes
W	40	Volusia	635625.7	1772101	2657456	113226	0.00382202	yes
W	35	Broward	932175.1	637834.7	5727357	71835	0.00382692	yes
W	45	Brevard	779103.5	1345344	389473408	20237	0.00382811	yes
W	35	St Lucie	881450.2	1115902	548048033	323571	0.00383520	yes
W	40	Alachua	311474	1912013	754088358	399324	0.00383528	yes
C	50	Palm Beac	956623.1	843677.3	1362374	296460	0.00384889	yes
C	50	St Lucie	853499.2	1065627	477686	270282	0.00385244	yes
W	40	Broward	938172.1	625436.7	547492607	88060	0.00385682	yes
W	40	Palm Beac	942718.1	781253.4	1131788	289385	0.00385733	yes
W	45	Dade	915087.2	593414.8	578337246	241389	0.00385738	yes
W	40	Broward	921926.1	645613.7	5817627	74264	0.00385764	yes
W	40	Broward	923319.2	655625.7	576390896	93157	0.00385880	yes
W	40	Palm Beac	765751.5	904959.2	638940395	353479	0.00385961	yes
C	55	Putnam	448478.5	1932036	829910218	401045	0.00386085	yes
W	35	Dade	893502.2	554918.9	621799227	248297	0.00386264	yes
W	40	Dade	894643.2	576605.8	6126081	219350	0.00386361	yes
W	40	Palm Beac	963792.1	807058.4	1546526	303987	0.00386763	yes
W	40	Palm Beac	782863.7	944567.2	620486508	351119	0.00386772	yes
W	30	Palm Beac	965683.9	851772.3	594522889	349204	0.00386786	yes
C	50	Broward	886427.2	657659.7	686166801	102226	0.00387702	yes
W	30	Volusia	685244	1696240	584282748	141112	0.00387852	yes
W	40	Dade	893112.2	548155.9	6124197	219146	0.00387907	yes
W	40	Dade	839601.3	434798.1	681718635	255729	0.00388282	yes
W	40	Brevard	734221.5	1471632	2979224	5262	0.00388830	yes
C	55	Dade	895929	521305.5	636217628	251121	0.00388841	yes
C	50	Dade	857767.3	508268.6	6103497	216739	0.00389246	yes
W	30	Volusia	688319.5	1690041	580711547	137279	0.00389940	yes
W	40	Indian Rive	841190	1235813	281370035	316618	0.00389955	yes
W	40	St Lucie	857765.3	1129336	573032802	335626	0.00389967	yes
W	35	Brevard	701366.1	1593127	388203613	19780	0.00390076	yes
C	50	Dade	876437.3	566802.5	670917600	255130	0.00390273	yes
W	35	Broward	918644.2	612255.8	5718291	70924	0.00390665	yes
W	40	Dade	836055.3	443100.1	699659775	256764	0.00391208	yes
W	40	St Johns	508830.7	2046219	717559335	398489	0.00391694	yes
W	40	Dade	908981.2	537735.9	5994531	210253	0.00391974	yes
W	40	Dade	807080.5	420273.7	4434261	169090	0.00392115	yes
W	30	Dade	906048.2	535158.9	5751423	201253	0.00392397	yes
W	45	Broward	928988.1	674924.6	3812589	49079	0.00392926	yes
C	50	Dade	861232	515078	613418485	246967	0.00393143	yes
W	35	Dade	861360.3	452805.1	5753499	201509	0.00393241	yes

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W	45	Dade	826769	455892.4	3669801	151980	0.00393273	yes
W	40	Brevard	705745.4	1590693	626575368	34929	0.00393386	yes
W	40	Volusia	646730.4	1756445	266816221	128743	0.00393412	yes
W	45	Palm Beac	761512.5	852628.3	573758855	347435	0.00393720	yes
W	40	Indian Rive	813421.4	1220748	272420	264107	0.00393733	yes
W	55	Palm Beac	959302.3	888216	571433644	332898	0.00393884	yes
W	35	Dade	912885.2	545212.9	4514613	174559	0.00394025	yes
W	40	Seminole	539068.9	1627491	2350850	104644	0.00394335	yes
C	45	Broward	899175.3	650354	4051599	58033	0.00395138	yes
C	45	Dade	919954.2	527178.9	4045965	166367	0.00395312	yes
W	35	Palm Beac	928310.7	936098.8	570800339	331853	0.00395427	yes
W	40	Dade	889671.2	520503.9	4540647	177004	0.00395542	yes
W	40	Broward	936246.3	597331	571381848	91866	0.00396148	yes
W	40	Palm Beac	959794.1	773185.5	573246111	338780	0.00396286	yes
W	40	Volusia	581977.9	1775277	75419830	120433	0.00396768	yes
W	50	Broward	944114	691224.5	615150938	97149	0.00397101	yes
C	50	Broward	873307.2	635251.4	660135364	100504	0.00397173	yes
W	45	Palm Beac	880516.3	862456.3	718322	275434	0.00397295	yes
W	35	Seminole	569428.3	1620817	263681019	126916	0.00397428	yes
W	45	Dade	923391.2	543846.9	576948118	238151	0.00397682	yes
W	40	Broward	929805.1	638418.7	547572922	88127	0.00397745	yes
W	30	St Johns	551255.5	2022503	561877192	380972	0.00397773	yes
W	35	Dade	906005.7	569071.9	634269876	250532	0.00397958	yes
W	40	Palm Beac	956350.1	849455.3	1356368	296270	0.00398373	yes
W	45	Broward	931608.1	675121.6	3814059	49179	0.00398893	yes
W	30	Palm Beac	922710.2	942346.1	972824	284856	0.00399134	yes
W	30	Dade	898414.2	519748	4550367	178061	0.00399335	yes
W	55	St Lucie	824780.3	1060552	566841820	330377	0.00399625	yes
W	45	Nassau	363805.8	2214130	634872886	394642	0.00399632	yes
C	45	Palm Beac	964034.1	887914.2	644428065	356919	0.00399909	yes
W	35	Dade	897303.2	577277.8	6128907	219697	0.00400828	yes
W	40	Volusia	662319.7	1737579	2770124	118472	0.00400922	yes
W	40	Seminole	617718.6	1565162	761620743	146325	0.00400928	yes
W	40	Dade	865461.3	505759	5754327	201590	0.00401292	yes
W	40	Brevard	718812.6	1454497	2930270	3636	0.00401533	yes
W	40	Broward	946710.1	714085.6	640652571	99092	0.00401579	yes
W	40	St Johns	556842.9	2019523	849162365	401361	0.00401957	yes
W	40	St Johns	556688.9	2017590	1844438	365718	0.00402072	yes
W	40	St Lucie	847320.6	1171051	285139036	317866	0.00402815	yes
W	45	Broward	928182.7	653859.3	199954542	86117	0.00403083	yes
W	45	Dade	903089.2	531565.9	4659993	184479	0.00403488	yes
W	40	Broward	935790.1	671960.7	5984637	77124	0.00404322	yes
W	40	Nassau	491210.6	2306333	236507650	376624	0.00405204	yes
W	40	St Johns	551397.1	1954514	639596998	394904	0.00405224	yes
W	35	Broward	935901.1	672214.7	4300197	60629	0.00405346	yes
W	45	Nassau	474709.5	2282135	186607982	375672	0.00405515	yes
W	35	St Johns	529858.9	2025603	1809398	363535	0.00405671	yes

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W	40	Putnam	451782.7	1930270	355361769	377462	0.00405767	yes
W	40	Dade	913522.2	545938.9	4566981	179971	0.00405937	yes
W	40	Indian Rive	836821.3	1226528	372032	267367	0.00406537	yes
W	45	Palm Beac	935161.1	785207.4	1047188	286709	0.00406584	yes
W	50	Palm Beac	885834.6	873338.1	143320299	309701	0.00406914	yes
W	40	Dade	919558.2	581715.8	6155301	222938	0.00407059	yes
W	45	Palm Beac	746265.4	847404.2	337907984	321611	0.00407893	yes
W	35	Brevard	802385.4	1344852	3370568	16027	0.00407928	yes
W	45	Dade	861923.3	570013.9	5999955	210833	0.00408064	yes
W	40	Putnam	461464.1	1946786	2254382	372081	0.00408089	yes
W	30	Flagler	574604.2	1880882	580497553	136077	0.00408280	yes
W	35	Brevard	693106.6	1566938	394007614	22065	0.00408580	yes
W	40	Dade	809987.4	401256.2	4618761	182745	0.00409210	yes
W	35	Broward	896174.2	661766.7	5703063	69635	0.00409378	yes
W	40	Brevard	785227.4	1355258	3311642	14227	0.00409404	yes
W	35	Dade	907715.2	555209.9	5778285	204505	0.00409914	yes
W	30	Brevard	727439.6	1514234	2962202	4696	0.00410688	yes
W	50	Palm Beac	921172.9	814727.8	142055882	309476	0.00410746	yes
W	40	Volusia	644973.2	1781379	2699048	115376	0.00411071	yes
W	40	Dade	818201.3	441222.1	4435917	169286	0.00411117	yes
W	55	St Lucie	856389.6	1140683	507134	270997	0.00411725	yes
C	45	Dade	921751.6	519332.7	140359952	230786	0.00412126	yes
W	40	Dade	901814.2	506393	6132945	220185	0.00412164	yes
W	50	Volusia	636028.5	1813696	690132076	126160	0.00412815	yes
C	50	Brevard	792266.4	1367339	609743632	34146	0.00412822	yes
W	40	Brevard	696541	1607415	2829554	759	0.00413243	yes
C	55	Flagler	591873.5	1889602	666993497	144477	0.00414059	yes
W	35	Broward	909461.2	608967.8	5710587	70183	0.00414123	yes
W	30	Dade	941222.1	530040	4757349	189288	0.00414143	yes
W	45	Dade	913054.6	584173.9	5782035	204945	0.00414391	yes
W	40	Palm Beac	961768.1	773611.4	1489580	301428	0.00414491	yes
W	45	Brevard	770114.6	1320998	3203150	11133	0.00415029	yes
W	40	Volusia	624141.8	1794793	263895833	127013	0.00415268	yes
W	45	Nassau	429372	2284319	577981789	384144	0.00415295	yes
W	40	Broward	862195.1	625785	3671517	44871	0.00416016	yes
W	40	Martin	940917.1	961082.1	1112654	288681	0.00416019	yes
W	40	Dade	920448.2	539260.4	572010599	237652	0.00416088	yes
W	30	Nassau	469303.1	2280880	614016509	388122	0.00416315	yes
W	40	Volusia	651066.8	1756237	828204708	147481	0.00416620	yes
W	40	Broward	932728.1	654772.7	4496937	64721	0.00416766	yes
W	30	Nassau	452181.7	2279657	577983669	384261	0.00416836	yes
W	30	Brevard	763920.5	1408694	575698275	29046	0.00416971	yes
W	40	Brevard	738642.5	1462461	2997026	5732	0.00417165	yes
W	40	Nassau	484219	2260354	2301302	373968	0.00417662	yes
W	45	Dade	866470.3	452171.1	3695739	152569	0.00417949	yes
C	45	St Lucie	857486.3	1082627	517424	271185	0.00418005	yes
W	35	Broward	935725.1	659294.7	5828043	74672	0.00418078	yes

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W	35	Palm Beac	886578.2	887282.2	642645912	354109	0.00418281	yes
W	50	Indian Rive	837703.7	1213229	193978948	313705	0.00418301	yes
W	40	St Lucie	865265.3	1050155	587324	273026	0.00419020	yes
W	30	Dade	921552.2	545055.9	5519463	197807	0.00419130	yes
W	40	Brevard	781452.5	1449631	785189292	38531	0.00419318	yes
W	35	Dade	906712.1	534714.9	597901753	246197	0.00419365	yes
W	35	Broward	939939.1	660427.7	5831301	74864	0.00419391	yes
W	40	Dade	840300.3	443288.1	4442853	170065	0.00419842	yes
W	40	Palm Beac	957281.2	911806.5	1376624	296988	0.00420305	yes
W	40	Broward	927264.2	639059.7	3550160	40347	0.00421275	yes
W	40	Broward	937633.1	601137.8	3888357	51620	0.00421712	yes
W	30	St Johns	562556.8	2019357	561777194	380516	0.00423036	yes
W	40	St Lucie	878981.4	1160416	197700931	314058	0.00423169	yes
W	40	Dade	905197.2	510457	6284427	227230	0.00423491	yes
W	30	Palm Beac	878838.3	891157.7	573715649	346058	0.00423635	yes
W	40	Dade	924375.2	545558.9	646262760	252704	0.00423645	yes
W	45	Dade	886673.2	580039.9	3910731	162865	0.00423871	yes
W	35	Flagler	578917.9	1878858	640795146	142950	0.00423877	yes
W	40	Indian Rive	849197.7	1227968	288403983	318718	0.00424052	yes
W	40	Dade	881782.2	481286	6034353	214748	0.00424129	yes
W	35	Volusia	643907.7	1766176	2692790	115015	0.00425152	yes
W	30	Brevard	722301	1488266	575782463	30537	0.00425233	yes
W	30	St Johns	558612.9	2000026	614406337	389763	0.00425301	yes
W	40	St Johns	472297.2	2053415	802537818	400233	0.00425310	yes
W	35	Volusia	687082.9	1690973	580712782	137299	0.00425314	yes
W	35	Palm Beac	882472.5	893014.1	564401964	328457	0.00425868	yes
W	35	Seminole	565494.9	1625754	580525865	136424	0.00426011	yes
W	U	St Lucie	870785.2	1069173	150205194	309993	0.00426295	yes
W	45	Broward	937828.1	657458.7	6068469	81012	0.00426644	yes
W	40	Flagler	597492.8	1803728	2568512	109082	0.00426912	yes
W	40	Dade	878176.2	460327.1	5970981	209882	0.00427289	yes
W	35	Broward	939895	689459.9	5957469	75798	0.00427406	yes
W	35	St Lucie	869849.2	1106222	573028704	335550	0.00427422	yes
W	40	Dade	877081.3	491451	6248241	225920	0.00427516	yes
W	40	Putnam	476342.1	1913348	2290634	373618	0.00428173	yes
W	40	Dade	839121.3	443918.1	6003159	211174	0.00428214	yes
W	35	Volusia	637005.3	1798712	562183115	131617	0.00428394	yes
W	40	Martin	905211.2	1064344	854834	280983	0.00428866	yes
C	55	St Lucie	837825.1	1130115	665232512	359450	0.00429370	yes
W	45	Broward	915778.2	627992.7	3806451	48676	0.00429484	yes
C	55	Broward	949564.1	692902.6	620517628	97496	0.00429743	yes
C	55	Broward	866510.5	600820	576496861	95719	0.00430068	yes
W	40	Seminole	625042	1594809	265787205	128101	0.00430496	yes
W	45	Dade	911826.1	526297	6292911	227495	0.00430651	yes
W	40	Dade	880382.2	534197.6	4066719	166749	0.00430733	yes
C	50	Brevard	699536.6	1566650	650015282	35818	0.00430751	yes
W	45	Brevard	782892.7	1432090	821613671	39532	0.00431091	yes

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W	45	Dade	910089.2	546338.9	4562931	179492	0.00431194	yes
W	40	Palm Beac	939453.1	776938.4	1094870	288131	0.00431489	yes
W	30	Dade	884428.9	551614.2	611448605	246840	0.00431601	yes
W	40	Dade	933026.1	490910	4440789	169790	0.00432002	yes
W	35	Volusia	640615.7	1775933	580796467	138713	0.00432051	yes
W	45	Martin	925531.2	1007072	985832	285238	0.00432157	yes
W	40	Broward	939568.1	685147.6	3687651	45885	0.00432961	yes
W	35	Dade	918892.2	542623.9	5487297	197368	0.00433287	yes
W	30	Seminole	620987.8	1569283	580418196	134517	0.00433676	yes
C	55	Dade	863436.7	544127.8	701765002	256920	0.00433984	yes
W	40	Palm Beac	957752.1	912232.2	573370820	340491	0.00434341	yes
W	35	Volusia	604638.8	1640447	671756326	140345	0.00434664	yes
C	40	Dade	917558.2	583994.8	3649269	151153	0.00434973	yes
W	45	Dade	898872.2	495145	3860883	160687	0.00435238	yes
W	40	Brevard	755735.9	1312908	205369377	19041	0.00436423	yes
W	30	Dade	907470.2	510652	5343759	194968	0.00436653	yes
W	40	Dade	915626.2	524765.9	4728165	187233	0.00436809	yes
W	45	Volusia	609420	1749755	595124266	141395	0.00437439	yes
W	40	Broward	936687.9	613645.7	571679587	91976	0.00437750	yes
C	50	Dade	917097.7	596538.4	675051471	101738	0.00438110	yes
W	45	Flagler	610621	1867100	2592782	109865	0.00438334	yes
W	30	St Lucie	799234.4	1103357	243506	263233	0.00438770	yes
W	40	Broward	946626.1	661347.7	6353697	84460	0.00439119	yes
W	30	Palm Beac	946648.1	735669.5	644518094	357048	0.00439425	yes
W	30	St Johns	521205.3	2012518	614489323	391520	0.00440033	yes
C	50	Dade	916947.2	540836.9	6372219	229992	0.00440075	yes
W	45	Dade	913001.2	535172.9	5408463	196257	0.00440691	yes
W	30	Palm Beac	939389.1	855239.3	573467244	341836	0.00440744	yes
W	45	Dade	832762.2	448138.8	306932466	232654	0.00440795	yes
W	45	Broward	941604.1	717607.6	3824649	50060	0.00441096	yes
W	35	Dade	860098.7	473154.3	201569113	232019	0.00441222	yes
W	35	Dade	871710.3	490544	578498361	244343	0.00441547	yes
W	30	Putnam	440657.8	1937230	594469494	384714	0.00441566	yes
C	45	Brevard	753170.7	1380080	556068928	24624	0.00441716	yes
W	30	Brevard	754561.5	1388228	575716078	29425	0.00441786	yes
W	55	Dade	839636.3	583869.8	4521051	65816	0.00441818	yes
W	55	Palm Beac	938579.6	740550.7	1084514	287800	0.00442056	yes
W	40	Dade	879073.2	489712	3738135	155146	0.00442179	yes
W	45	Dade	863624.7	498594	578615426	245235	0.00442200	yes
W	45	Dade	915658.2	523717.7	4728195	187238	0.00442261	yes
W	50	Dade	898637.2	533491.9	4479981	174021	0.00442541	yes
W	40	Brevard	696257.6	1611827	2828954	724	0.00442875	yes
W	40	Dade	928931.1	574494.8	6164667	224032	0.00442977	yes
W	45	Broward	928586.3	646000.7	JB12644	103531	0.00443026	yes
W	35	Seminole	623833.1	1596864	664530193	143929	0.00443624	yes
W	45	Dade	892221.2	558304.9	5927535	209694	0.00443929	yes
W	45	Dade	906098.2	518131	4557903	178930	0.00444769	yes

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W	40	Dade	918603.1	554850.9	4754427	188955	0.00445519	yes
W	45	Broward	936324.1	602903.8	3886629	51455	0.00445950	yes
W	30	Dade	908181.2	572564.9	5671575	199006	0.00446023	yes
W	45	Brevard	719131.6	1500058	2932742	3754	0.00446041	yes
W	30	Nassau	485515	2266438	630290318	394156	0.00446082	yes
W	40	Dade	930257.1	572917.9	6308637	228102	0.00446086	yes
C	55	St Lucie	842483	1127096	667410011	359637	0.00446345	yes
W	35	Dade	912703.2	538668.9	5404785	196180	0.00446787	yes
W	40	Nassau	482971.7	2261204	240976451	377074	0.00446934	yes
W	45	Broward	944723.1	700095.6	3588285	42446	0.00447250	yes
W	40	Dade	817297.2	460956.5	577041013	239847	0.00447541	yes
W	35	Broward	932052.1	642299.7	4599033	66068	0.00447794	yes
W	40	Seminole	568870.9	1618055	2412710	106285	0.00447966	yes
W	40	Volusia	638916.9	1772495	258702472	123881	0.00448159	yes
W	50	St Lucie	840044.1	1092333	195170383	313880	0.00448231	yes
C	55	Palm Beac	933873.9	831231.5	194386120	313758	0.00449001	yes
W	40	Columbia	145468.6	2133238	567682356	382561	0.00449189	yes
W	40	Seminole	613915.8	1602024	2598668	110195	0.00449228	yes
W	45	Volusia	665464.2	1752053	561332820	131311	0.00449432	yes
W	35	Volusia	649053.7	1772488	2723276	116566	0.00449969	yes
W	50	Broward	936522.1	612969.6	670100189	101255	0.00450151	yes
W	50	Volusia	670495.2	1741818	749852430	118923	0.00450413	yes
W	45	Palm Beac	960836.1	821507.3	1465610	300623	0.00450713	yes
W	40	Volusia	618309.8	1637645	2610296	110863	0.00450797	yes
W	40	Martin	909223.3	1053328	548059324	323628	0.00451233	yes
W	45	Brevard	794502.4	1366210	609737933	34123	0.00451337	yes
W	35	Broward	941091.1	685295.6	4331919	61278	0.00451767	yes
C	50	St Lucie	856424.3	1127539	541362897	322549	0.00452616	yes
W	30	Volusia	696200.6	1676332	573807500	133635	0.00452929	yes
W	35	Dade	873757.2	510701	5756661	201839	0.00452982	yes
W	40	Palm Beac	964805.1	858969.3	1577990	305191	0.00453094	yes
W	45	Dade	901190.1	567350.4	3907011	162528	0.00453316	yes
C	45	Dade	827847.4	462485.2	157416842	231176	0.00454140	yes
W	35	Palm Beac	897570	855020.6	342160222	322293	0.00454444	yes
W	30	Dade	910123	512891.6	643198907	252190	0.00454467	yes
W	30	Broward	938090.1	695654.6	4314405	60947	0.00454671	yes
W	40	St Johns	552523.9	2020035	1831472	364853	0.00455611	yes
W	45	Palm Beac	922516.2	743331.5	971564	284829	0.00456637	yes
W	35	Dade	888761.2	517074.9	6013113	212494	0.00456750	yes
C	55	Palm Beac	951417.4	838031.2	655252625	358168	0.00457007	yes
W	40	Palm Beac	948555.1	838913.3	1215344	292221	0.00457446	yes
W	40	Dade	853090.2	510079.6	4508583	174197	0.00457590	yes
W	40	Palm Beac	902432.2	831809.3	573609181	343943	0.00457697	yes
W	45	Dade	922676	533792.4	185097356	231714	0.00458615	yes
W	40	St Johns	545546	2016638	356104335	378031	0.00458754	yes
W	30	St Johns	552712.6	2014369	1832216	364896	0.00459051	yes
W	45	Palm Beac	941273.1	764923.5	573399589	340758	0.00459121	yes

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W	45	Dade	939908.1	581085.8	3866631	161376	0.00459177	yes
W	40	Brevard	747135.5	1504568	3036944	6997	0.00459398	yes
W	35	Putnam	463255.1	1877819	613991476	387649	0.00459787	yes
W	40	Volusia	684972.6	1695696	2801414	119334	0.00460497	yes
W	40	Palm Beac	917727.2	830804.3	642679223	354344	0.00461047	yes
W	30	Brevard	790075.3	1345478	3340172	15002	0.00461057	yes
W	40	Nassau	475215.6	2296479	241981244	377155	0.00461114	yes
W	35	St Johns	545031	2019551	614466967	391019	0.00461289	yes
W	45	Seminole	634482.6	1622736	144220070	121634	0.00461982	yes
W	45	Volusia	621398.8	1789628	2619368	111356	0.00462253	yes
W	35	Brevard	754588.1	1381583	163929481	17805	0.00462640	yes
W	35	Putnam	446386.1	1949194	2212916	370570	0.00462667	yes
W	40	Palm Beac	954591.4	954825.7	330364146	320109	0.00462830	yes
W	35	Broward	937185.1	673929.7	5734365	72677	0.00462920	yes
W	35	Indian Rive	844829.7	1188814	282285144	316864	0.00463110	yes
W	45	Palm Beac	824522.4	851501.3	318002	265520	0.00463160	yes
W	45	Seminole	549864.9	1618747	2366732	104949	0.00463274	yes
W	50	St Johns	541922.4	2004748	358592847	379478	0.00463308	yes
W	50	Brevard	735269.4	1432534	767919591	38214	0.00463905	yes
W	30	Palm Beac	893366.2	902623.2	573734253	346660	0.00464002	yes
W	45	Broward	922627.2	630821.7	5977725	76394	0.00464244	yes
W	40	Broward	930522.2	654040.7	576392478	93196	0.00464668	yes
W	45	Dade	905212.2	558241.9	4557069	178827	0.00464710	yes
W	40	Palm Beac	943022.1	781113.4	1135724	289552	0.00464751	yes
W	45	Broward	845561.3	628183.8	4066461	58612	0.00465026	yes
W	50	Dade	916187.2	522769	3589929	149244	0.00465554	yes
W	35	Dade	911699.2	552312.9	5392863	195948	0.00465607	yes
W	30	St Johns	548755.8	2019300	561977280	381323	0.00465674	yes
W	35	Palm Beac	958361.1	778143.5	573248960	338824	0.00465759	yes
W	45	Palm Beac	900169.2	898418.2	821108	279521	0.00465839	yes
W	30	Dade	870707.2	503339	577003714	239012	0.00466028	yes
W	40	Dade	898303.2	555708.9	4550229	178047	0.00466046	yes
C	40	Palm Beac	962611.1	817705.4	1512812	302448	0.00466106	yes
W	40	St Lucie	846902.3	1066106	422156	268802	0.00466121	yes
W	45	Dade	906485.2	519196	648639132	252960	0.00466234	yes
W	50	Seminole	552770.8	1631711	132742189	121236	0.00466935	yes
W	30	Brevard	781044.1	1330333	3272300	12985	0.00467232	yes
W	40	Dade	903132.2	576016.9	6017859	213157	0.00467300	yes
W	50	Palm Beac	962855.2	878197.4	571486320	332973	0.00467338	yes
W	45	Dade	900162.2	568779.9	3696723	152675	0.00467541	yes
W	35	Broward	912396.2	680414.6	5807499	73997	0.00467571	yes
W	45	Indian Rive	775179.5	1240625	207554	261652	0.00468056	yes
C	55	Dade	938577.1	529394	6311397	228199	0.00468092	yes
W	45	Dade	812078.4	447145.1	3839049	158459	0.00468353	yes
W	45	Volusia	653312.2	1767494	259315763	124538	0.00468473	yes
W	45	Palm Beac	962884.1	857242.3	1520840	302837	0.00468758	yes
W	40	Dade	884281.3	515232.4	6169227	224573	0.00469217	yes

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W	30	Brevard	688403.6	1575421	575826271	31754	0.00469578	yes
W	30	Martin	897689.2	1018763	807230	278863	0.00469740	yes
W	30	Palm Beac	878874.2	887334.2	573716351	346072	0.00469784	yes
W	30	Dade	919284.2	570040.9	5491425	197449	0.00469883	yes
W	30	Palm Beac	901912.4	940529.9	565097242	329853	0.00470288	yes
W	30	Broward	930215	640912.3	576421147	93883	0.00470348	yes
W	30	Palm Beac	889908.8	900896	573732884	346612	0.00471228	yes
W	35	Palm Beac	957133	891831	222762721	316591	0.00471282	yes
W	50	Palm Beac	964425.1	874095.3	1566578	304779	0.00471409	yes
W	45	St Lucie	858959.5	1138959	180599028	312306	0.00471419	yes
W	40	Brevard	734588.5	1465101	2980364	5294	0.00471426	yes
W	40	Palm Beac	926419.4	851249	216489507	314954	0.00472254	yes
W	35	Volusia	652748	1777480	580742367	137755	0.00473963	yes
W	45	Volusia	690964.6	1677134	2818214	119882	0.00474232	yes
W	40	Dade	885263.2	545929.9	6114711	217990	0.00475018	yes
W	40	Dade	832381.3	432124.1	634642494	250815	0.00475337	yes
C	45	Broward	869246.3	622096.8	4001247	55233	0.00475419	yes
W	40	Dade	914125.2	554688.9	6296073	227593	0.00475817	yes
W	50	Palm Beac	964931.1	855522.3	1581062	305306	0.00475819	yes
W	45	Flagler	535299.6	1858434	2346326	104571	0.00475908	yes
C	50	Dade	922723.5	556512.9	612893508	246915	0.00475967	yes
W	45	Brevard	705835.8	1475169	628089248	34987	0.00476417	yes
W	50	Broward	918402.2	644435.7	4779609	67923	0.00476585	yes
C	50	Broward	892412.2	632672.8	4006341	55470	0.00476587	yes
W	45	Volusia	660332.7	1760536	2765282	118261	0.00476664	yes
W	50	Broward	958221.1	716437.6	6354249	84508	0.00476715	yes
W	40	Dade	879081.2	489516	3738141	155147	0.00476922	yes
W	40	Brevard	769328.4	1287910	576040230	32122	0.00477360	yes
W	35	Palm Beac	956044.1	748530.5	1349870	296006	0.00477533	yes
W	40	Brevard	790551.4	1326932	3342290	15044	0.00477545	yes
W	40	Brevard	756935.5	1506640	576079809	32437	0.00477678	yes
W	40	Volusia	655917.9	1743071	265975686	128213	0.00477802	yes
W	35	Dade	857882.3	504045	3699057	152943	0.00477900	yes
W	40	Broward	936098.1	620303.7	3886119	51406	0.00477998	yes
W	40	St Johns	538845.9	2056888	614473265	391090	0.00478101	yes
C	45	Broward	932427.1	604524.8	4061889	58518	0.00478422	yes
C	55	Dade	893327.4	518765.5	4647747	183929	0.00479048	yes
C	55	Volusia	638266.3	1794949	549825056	129687	0.00479473	yes
W	40	St Johns	557136.8	2000154	359121548	379764	0.00479849	yes
W	45	Broward	937942.1	662316.4	624420432	97797	0.00480073	yes
W	30	Dade	878695.4	479046.4	JB3100	259446	0.00480158	yes
W	40	Dade	930333.3	563135.8	5792757	206268	0.00480433	yes
W	40	Brevard	774045.5	1321997	3226394	11612	0.00480489	yes
W	50	Palm Beac	963854.4	870372.1	JB5832	361279	0.00480641	yes
W	40	St Lucie	849796.3	1119357	443972	269417	0.00480645	yes
C	50	Broward	910750.6	722853.3	3677907	45125	0.00481299	yes
W	40	Broward	951240.1	675125.7	4427181	63489	0.00481341	yes

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W	40	Dade	821650.4	435837.1	6230055	225355	0.00481387	yes
W	40	Brevard	719128.5	1475595	2932676	3747	0.00481427	yes
W	40	Dade	867977.3	461989.1	6006693	211631	0.00481604	yes
W	40	Brevard	735694.5	1470912	2983898	5415	0.00481819	yes
W	30	Martin	901403.9	1041924	JB3266	360177	0.00482255	yes
W	50	Brevard	782267.3	1356502	3284258	13369	0.00482332	yes
W	40	Broward	931994.1	609027.3	4760445	67730	0.00482337	yes
W	40	Dade	929083.1	574214.9	6308379	228092	0.00482348	yes
W	40	Brevard	754076.9	1382391	3084044	8450	0.00482350	yes
W	40	Seminole	639172.9	1595691	580408497	134077	0.00482643	yes
W	45	Dade	874796.2	556302.9	3771003	157181	0.00482991	yes
C	45	Palm Beac	903334.2	876557.2	840212	280375	0.00483317	yes
W	40	Dade	864917.3	506080	659233272	253906	0.00483473	yes
W	30	Brevard	749288.1	1469360	571110231	26504	0.00483718	yes
W	35	Broward	950861.1	674853.6	5963109	75871	0.00483787	yes
W	40	Dade	862171.3	506766.3	6005685	211501	0.00483806	yes
W	35	Dade	903042.2	540434.9	5287695	193892	0.00484229	yes
W	40	Broward	918587.2	643935.7	4224045	59564	0.00484237	yes
W	30	Broward	942932.1	663488.6	570786863	91567	0.00484317	yes
W	35	Broward	918634.3	604540.2	569814259	91252	0.00484803	yes
W	45	Dade	942502.1	549629.9	6168021	224422	0.00485137	yes
W	35	Palm Beac	889448.2	896460.6	173636767	311727	0.00485327	yes
C	50	Volusia	648982.9	1748280	766458517	146448	0.00485780	yes
W	45	Putnam	471905.2	1882425	2281124	373240	0.00486075	yes
W	35	Dade	854816.3	458287.1	577022490	239312	0.00486846	yes
W	50	St Lucie	808938.5	1065069	547662435	322729	0.00486908	yes
W	50	Seminole	618163.6	1592384	113889140	121031	0.00486913	yes
W	40	Palm Beac	919885.4	769409.8	JB6492	361598	0.00486916	yes
W	40	St Lucie	863182.2	1135067	573033785	335652	0.00486963	yes
W	40	Dade	902747.2	518087	5899023	208568	0.00487018	yes
W	30	St Lucie	878645.3	1099090	572946336	334715	0.00487186	yes
W	40	St Johns	560911.9	1971630	614402579	389671	0.00487214	yes
W	40	Dade	915981.2	589900.8	4568535	180156	0.00487833	yes
W	50	Palm Beac	945583.1	858272.3	1168064	290589	0.00488016	yes
W	45	Indian Rive	828679.3	1263968	336182	266099	0.00488047	yes
W	30	Palm Beac	959592.1	753841.5	1435574	299526	0.00488066	yes
W	45	Indian Rive	785039.6	1254400	624737102	351624	0.00488244	yes
W	40	Broward	910307.2	657750.7	6180459	82559	0.00488516	yes
W	35	Putnam	463266.5	1909365	2258240	372242	0.00488520	yes
W	40	Palm Beac	970402.1	889373.2	1626584	307084	0.00489215	yes
W	40	Dade	825361.3	405665.2	4441827	169932	0.00489299	yes
C	45	Broward	868446.1	621474.2	189954032	85972	0.00489965	yes
W	35	Dade	941738.1	527101.9	578300314	240741	0.00489971	yes
W	40	Dade	920328.1	584391.8	3879831	161933	0.00490131	yes
W	30	Palm Beac	960201.7	781604.3	573253179	338921	0.00490312	yes
W	40	St Johns	552504.8	2020230	1831400	364850	0.00490514	yes
W	40	Dade	868211.3	506897	681416616	255700	0.00490550	yes

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W	35	Brevard	783015.4	1338898	3291746	13579	0.00490617	yes
W	30	Broward	937310.1	668164.7	4308981	60827	0.00491311	yes
C	55	Broward	937092.1	624690.7	665731448	100883	0.00491481	yes
W	40	Nassau	458180.1	2300022	2249564	371907	0.00491695	yes
W	40	Brevard	740275.5	1461223	3007184	6060	0.00492675	yes
W	35	Broward	935691.1	676294.6	5827959	74662	0.00492713	yes
W	40	St Johns	549135.5	2027240	356068652	377989	0.00492874	yes
W	35	Broward	940821.1	663615.7	576374860	92969	0.00493223	yes
W	30	Dade	895693.2	543057.9	633995649	250226	0.00493223	yes
W	40	Palm Beac	950778.1	950030.1	1250636	293233	0.00493691	yes
W	40	Putnam	464354.5	1860536	356830997	378573	0.00494006	yes
C	45	Putnam	454933.1	1932010	2243714	371678	0.00494077	yes
W	40	Dade	891289.2	516561	6122709	218967	0.00494283	yes
C	50	Palm Beac	759220.5	869927.3	640577623	353790	0.00494522	yes
W	45	Broward	952585.1	717618.6	196004106	86072	0.00495214	yes
W	40	Broward	933632.1	653480.7	3664839	44751	0.00495394	yes
W	50	Palm Beac	951093.1	946348.1	1255874	293358	0.00495659	yes
W	40	Palm Beac	970074.7	875676.9	176944756	311966	0.00496020	yes
W	35	Broward	924714.2	653733.7	5721531	71223	0.00496264	yes
W	35	Dade	876025.2	583539.8	5757639	201960	0.00496461	yes
W	35	Broward	950497.4	724605.7	139765960	309363	0.00498912	yes
W	30	St Johns	495825	2030785	1768556	362641	0.00499072	yes
C	55	Volusia	635617.6	1786559	706158983	145774	0.00499180	yes
W	40	Brevard	783995.4	1359217	3301526	13921	0.00499642	yes
W	30	St Johns	570148.3	2003014	562171226	382189	0.00499931	yes
W	50	Palm Beac	916588.8	821481.6	JB5697	361242	0.00500337	yes
W	40	Broward	953008.1	682719.6	3779961	47798	0.00500573	yes
W	45	St Lucie	855192.1	1046842	566138785	330153	0.00500662	yes
W	30	St Johns	470488.4	2056929	629974525	394134	0.00500746	yes
W	40	Dade	922979.2	573233.9	577142047	240244	0.00500777	yes
W	40	Dade	814534.1	432808.7	104820971	230414	0.00500933	yes
C	35	Dade	906692.2	534379.9	5334585	194781	0.00501165	yes
W	35	Dade	856845.6	446565.7	578529125	244826	0.00501273	yes
W	40	Dade	874023.3	511323	6107913	217195	0.00501396	yes
C	45	Broward	900565.3	696958.4	88920341	85115	0.00502390	yes
W	40	Broward	944717.1	670699.6	4604961	66413	0.00502515	yes
W	50	Broward	886410.1	659674	543054371	87742	0.00502885	yes
W	35	Putnam	470296.9	1875494	356894706	378590	0.00503103	yes
W	40	Brevard	749773.4	1448084	387590595	19517	0.00503104	yes
W	45	Seminole	617889.8	1605526	2608940	110782	0.00503273	yes
W	40	Putnam	455208	1932838	2244464	371706	0.00503367	yes
W	45	Palm Beac	944145.7	878694.3	146060908	309863	0.00503752	yes
W	40	Palm Beac	966014.6	858475.3	568090521	330686	0.00503987	yes
C	45	St Lucie	903023.3	1068479	838112	280269	0.00504054	yes
W	45	Flagler	559995.9	1823530	544453471	129524	0.00504065	yes
W	30	Putnam	476121.1	1880458	613994679	387712	0.00504256	yes
W	40	Dade	898792.7	551886.6	6099303	216290	0.00504314	yes

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W	30	Broward	956772.1	716179.6	4382841	62036	0.00504611	yes
W	40	Dade	901943.2	529046.9	625815054	249041	0.00504705	yes
W	40	Dade	904457.2	570685.9	6099933	216363	0.00504793	yes
W	40	Dade	861139.3	505181	6237669	225604	0.00505369	yes
W	40	Broward	940350.1	693489.6	4503375	65393	0.00505604	yes
W	35	Dade	881366.4	517528.8	5102565	191692	0.00505992	yes
W	35	Brevard	777788.3	1360553	568299083	25958	0.00506296	yes
W	50	Dade	905706.2	524605.9	4557501	178880	0.00506592	yes
W	35	Broward	935515.1	673967.6	5683431	69076	0.00506595	yes
C	50	Broward	935225.6	624879.5	652660432	99928	0.00506938	yes
W	35	St Johns	566104.9	2010951	1858262	366524	0.00507725	yes
W	40	Dade	881192.2	509370	3910101	162792	0.00507733	yes
W	40	Brevard	756819.1	1386531	575696226	28997	0.00507919	yes
W	50	Brevard	749898	1470500	807346288	39197	0.00507961	yes
W	45	Indian Rive	783035.3	1201901	150286885	310006	0.00508277	yes
W	35	Palm Beac	963834.1	869658.3	1547810	304057	0.00508629	yes
W	30	St Johns	536165.3	2027281	571402073	383574	0.00509093	yes
W	40	Broward	895593.2	625718.5	681158134	102057	0.00509174	yes
W	45	Volusia	611847.8	1632282	2594912	109979	0.00509743	yes
W	40	Seminole	546540.9	1635836	2361812	104832	0.00510005	yes
W	40	St Johns	543161.1	2029842	704304465	398197	0.00510414	yes
W	30	Volusia	643631.1	1776968	580801940	138837	0.00510508	yes
W	35	Dade	917023.2	565068.9	6152253	222607	0.00511304	yes
C	40	Palm Beac	913965.2	727832.5	919988	283013	0.00511310	yes
W	45	Brevard	726371.8	1462536	629241515	35043	0.00511818	yes
W	40	St Johns	550514.9	2019262	1827242	364612	0.00511887	yes
W	40	Broward	932283.1	652395.7	5727507	71850	0.00512206	yes
W	45	Dade	907031.7	550772.3	3862407	160875	0.00513068	yes
W	40	Dade	893469.2	553136.9	6269133	226617	0.00513642	yes
W	35	Broward	951939.1	689920.6	6079779	82208	0.00513895	yes
W	35	Broward	932690.9	647668.8	570819149	91629	0.00514104	yes
W	30	Volusia	617136.8	1807913	2607200	110675	0.00514147	yes
W	40	Brevard	763610.4	1285001	557154089	25189	0.00514226	yes
W	45	Palm Beac	970649	869945.3	1628090	307158	0.00514380	yes
W	35	Brevard	783777.4	1471153	3299864	13857	0.00514667	yes
W	40	Dade	904640.2	544010.9	6136767	220674	0.00514717	yes
W	40	Palm Beac	959586.2	763259.6	573236008	338646	0.00514812	yes
W	30	Broward	931957.9	653008.6	561874627	89640	0.00515510	yes
W	45	Martin	916170.6	1023881	136328184	309139	0.00515693	yes
W	35	Broward	931637.1	638506.7	3550172	40349	0.00515893	yes
W	40	St Lucie	889026.2	1076451	757454	276696	0.00515941	yes
W	45	Dade	858664	567996.1	577009272	239093	0.00516084	yes
W	35	Dade	887426.8	511313.2	571272922	237546	0.00516463	yes
W	40	Dade	874995.3	494463	6246645	225848	0.00516636	yes
W	35	Volusia	633335	1785442	580837003	139380	0.00516743	yes
W	40	Volusia	644574.7	1774656	2696624	115240	0.00516974	yes
W	35	Brevard	776857.4	1361943	3244430	11988	0.00518979	yes

PUBLIC VERSION

W	30	Broward	943062.1	654945.7	4341789	61418	0.00519100	yes
C	55	Palm Beac	935805.1	782287	657674466	358661	0.00519461	yes
W	45	Brevard	791144.6	1305441	183578995	18378	0.00519513	yes
W	35	St Johns	571806.5	2006434	659569657	395683	0.00519698	yes
W	30	Broward	893701.1	628919.4	566618260	90683	0.00519775	yes
W	45	Brevard	693578.6	1618281	650186922	35876	0.00519887	yes
C	40	Palm Beac	958896.1	785943.4	1417688	298686	0.00519961	yes
W	40	Dade	910961.2	514172	4752231	188742	0.00520225	yes
W	45	Dade	897469.5	577601.4	560977344	236279	0.00520394	yes
C	50	Brevard	718318	1532522	644591697	35645	0.00520491	yes
W	30	Dade	881616.2	490911	634640620	250802	0.00520641	yes
C	45	Dade	892776.6	543708.5	6014457	212680	0.00521116	yes
W	40	Broward	926085.2	642422.7	6051483	79069	0.00521211	yes
W	30	St Johns	554791.8	2009079	562115527	381959	0.00521906	yes
W	40	Indian Rive	845834.9	1257979	282580873	316910	0.00521939	yes
W	40	Columbia	156360.7	2115891	1940408	369214	0.00522054	yes
W	45	Broward	867535.3	649518.6	563805677	89892	0.00522438	yes
W	40	Brevard	754100.1	1455433	391830273	21252	0.00522504	yes
W	45	Dade	924083.8	545256.8	178318409	231561	0.00522978	yes
W	30	Brevard	692839.6	1568539	576155877	33272	0.00523267	yes
W	45	Dade	899298	525837.8	650763468	253157	0.00523269	yes
W	45	Indian Rive	774794.4	1240250	207008	261644	0.00523277	yes
W	45	Broward	916770.2	662482.7	4488945	64161	0.00523335	yes
W	30	Palm Beac	915595.2	808606.4	642675927	354320	0.00523518	yes
W	30	Columbia	142574.8	2135991	565623853	382468	0.00524302	yes
W	35	Brevard	726320.8	1492977	387983755	19697	0.00525092	yes
W	40	St Lucie	823205.3	1131809	310526	265310	0.00525249	yes

Exhibit C

Murphy's Declaration (Alpine)

Alpine's Survey Results

ID	OWNER	MATERIAL	HEIGHT	COUNTY_NAME	AT&T QUANTITY	AT&T POLE SPACE	AT&T MIDSPAN SPACE	GOV QUANTITY	COMMENTS
2824808	FPL	W	45	Brevard	5	51	58		
3595521	FPL	W	45	Broward	5	40	52		
840212	FPL	C	45	Palm Beach	4	48			
1465610	FPL	W	45	Palm Beach	4	53	61		
6109491	FPL	W	40	Dade	4	48			
219971919	FPL	W	40	Columbia	4	48			
547896440	FPL	W	35	Palm Beach	4	73			
624420432	FPL	W	45	Broward	4	24			
280172	FPL	W	50	Indian River	3	36			
455876	FPL	W	40	St Lucie	3	36			
1051886	FPL	W	45	Palm Beach	3	36	71		
1211246	FPL	W	50	Palm Beach	3	36	55	1	
2943530	FPL	W	50	Brevard	3	36			
3342290	FPL	W	40	Brevard	3	44	34		
3629955	FPL	W	45	Dade	3	27	34		
3658299	FPL	C	45	Dade	3	36			
3771003	FPL	W	45	Dade	3	36			
3910731	FPL	W	45	Dade	3	36	90		
4400889	FPL	W	40	Broward	3	35	47		
4461573	FPL	W	40	Dade	3	39			
6082557	FPL	W	40	Dade	3	39			
6105669	FPL	W	40	Dade	3	36			
102186071	FPL	W	55	Palm Beach	3	60	78		
134213090	FPL	W	45	Palm Beach	3	36			
135333500	FPL	W	45	Broward	3	56			
170856934	FPL	W	55	Palm Beach	3	36	60		
179924583	FPL	W	50	Brevard	3	36			
288564381	FPL	W	40	St Lucie	3	12			
306932466	FPL	W	45	Dade	3	36			
542521407	FPL	W	45	St Lucie	3	36			
548907724	FPL	W	45	Dade	3	36			
556577133	FPL	W	30	Volusia	3	39			
591934735	FPL	W	50	Martin	3	36			
609743632	FPL	C	50	Brevard	3	36			
621799574	FPL	C	55	Dade	3	36			
633633221	FPL	W	45	Broward	3	28			
634640620	FPL	W	30	Dade	3	36			
645262065	FPL	W	40	Broward	3	40	37		
645809603	FPL	W	40	Palm Beach	3	36			
659233272	FPL	W	40	Dade	3	36			
659302864	FPL	C	50	Dade	3	36			
660135364	FPL	C	60	Broward	3	33	35		
753643553	FPL	W	45	Dade	3	36			
190550	FPL	W	50	Palm Beach	2	16			
323630	FPL	W	45	Indian River	2	24			
341948	FPL	W	45	Indian River	2	24	45		
395420	FPL	W	40	St Lucie	2	24			

X_COORD	Y_COORD	LAT	LONG
694199.5949	1591003.806	28.71039249100	-80.88135338700
911261.2021	636330.19	26.08221219100	-80.22281422300
903334.1841	876557.2361	26.74319777900	-80.24266016500
960836.0701	821507.3459	26.59071916000	-80.06771821300
877339.2548	456301.0881	25.58742834800	-80.32895639600
95745.44401	2137585.456	30.20153701700	-82.77393523400
962342.7269	868675.0672	26.72043537900	-80.06204837400
937948.3219	662324.1793	26.15326123400	-80.14099169400
816202.3699	1201966.592	27.63951016900	-80.50569861500
851173.297	1058203.888	27.24364113900	-80.39983140500
935520.6349	942310.7791	26.92350769200	-80.14268570000
948324.0869	928466.1539	26.88518142700	-80.10369738500
721640.5511	1488176.026	28.42747887800	-80.79629303100
790551.4041	1326932.353	27.98349952000	-80.58361645500
887344.222	569188.8551	25.89786940300	-80.29677691100
867178.2519	537794.9208	25.81178128500	-80.35858337000
874796.2491	556302.8901	25.86259722300	-80.33514338700
886673.226	580039.8501	25.92773248700	-80.29864134100
906951.171	624097.7669	26.04862971500	-80.23616282500
910549.1632	510962.987	25.73731976600	-80.22723435900
863986.1651	489470.0841	25.67886777000	-80.36898871000
868836.2541	487326.026	25.67290436000	-80.35429463700
916430.5159	850160.5701	26.67036507100	-80.20304053300
927252.8371	841518.526	26.64640256500	-80.17007588000
944271.2079	651668.4798	26.12383125200	-80.12193748100
916326.2841	847678.0941	26.66353795200	-80.20340711200
806099.831	1305530.624	27.92447946700	-80.53569334100
872629.1931	1105988.634	27.37478286000	-80.33301464900
832762.2449	448138.8341	25.56552854900	-80.46429945500
848185.4421	1089752.709	27.33046233400	-80.40856722300
879075.2428	544483.917	25.83002029000	-80.32231688400
650095.878	1770944.883	29.20531710500	-81.01903174400
901690.9781	1027668.975	27.15889718200	-80.24492922200
792266.427	1367339.26	28.09462241500	-80.57786903500
924929.1541	566380.8551	25.88954484100	-80.18250805600
842626.3	611880.7641	26.01592126500	-80.43223644200
881600.1899	490901.2164	25.68256414900	-80.31548668200
905977.19	624064.7621	26.04855457200	-80.23912975500
868835.2699	874848.25	26.73902164100	-80.34838865300
864917.2659	506079.9912	25.72455456300	-80.36591964000
823256.5881	409131.7599	25.45830541500	-80.49358442000
873307.2419	635251.3539	26.07982057100	-80.33845734200
911901.1611	593587.8221	25.96461295300	-80.22164076600
765936.4599	858663.2762	26.69559414300	-80.66379377200
825521.347	1252347.495	27.77798172900	-80.47625452800
829916.352	1183615.645	27.58887623800	-80.46358749900
842074.3001	1159061.691	27.52118740900	-80.42640496000

405914 FPL	W	45 St Lucie	2	24
477686 FPL	C	50 St Lucie	2	24
704780 FPL	W	40 Martin	2	24
809762 FPL	W	45 Martin	2	24
928970 FPL	W	45 Palm Beach	2	24
930746 FPL	C	55 Palm Beach	2	26
1039112 FPL	C	55 Palm Beach	2	24
1055690 FPL	W	50 Palm Beach	2	24
1124258 FPL	W	50 Palm Beach	2	24
1135724 FPL	W	40 Palm Beach	2	24
1150028 FPL	W	50 Palm Beach	2	34
1150796 FPL	W	45 Palm Beach	2	50
1168064 FPL	W	50 Palm Beach	2	24
1169294 FPL	W	45 Palm Beach	2	24
1255874 FPL	W	50 Palm Beach	2	24
1305188 FPL	C	50 Palm Beach	2	24
1405814 FPL	C	55 Palm Beach	2	24
1426322 FPL	W	45 Palm Beach	2	16
1428080 FPL	C	45 Palm Beach	2	25
1561928 FPL	W	40 Palm Beach	2	24
1753544 FPL	W	40 St Johns	2	28
1827242 FPL	W	40 St Johns	2	48
1839680 FPL	W	30 St Johns	2	24
2502812 FPL	W	45 Flagler	2	24
2608436 FPL	W	45 Volusia	2	24
2822918 FPL	W	40 Volusia	2	24
2844194 FPL	W	40 Brevard	2	24
2931614 FPL	W	45 Brevard	2	24
2933720 FPL	W	45 Brevard	2	24
3008078 FPL	W	40 Brevard	2	24
3054320 FPL	W	40 Brevard	2	24
3099434 FPL	W	50 Brevard	2	24
3108446 FPL	W	40 Brevard	2	24
3565869 FPL	W	50 Broward	2	24
3579627 FPL	W	45 Broward	2	24
3579729 FPL	W	45 Broward	2	24
3590799 FPL	W	45 Dade	2	24
3669411 FPL	W	35 Broward	2	24
3676773 FPL	W	40 Broward	2	24
3703227 FPL	W	40 Dade	2	12
3704661 FPL	W	50 Dade	2	24
3738135 FPL	W	40 Dade	2	20
3740343 FPL	W	40 Dade	2	24
3800025 FPL	C	50 Broward	2	24
3806451 FPL	W	45 Broward	2	34
3816675 FPL	C	55 Broward	2	36
3829557 FPL	W	45 Broward	2	24
3840171 FPL	C	55 Dade	2	24
3860601 FPL	C	45 Dade	2	24

39

1

1 AT&T slacking past pole

1

41

41

844155.2989	1073505.858	27.28582376400	-80.42121183000
853499.1778	1065627.101	27.26402952000	-80.39256245600
877615.2389	1000541.995	27.08465676800	-80.31941787700
898189.2141	1049259.909	27.21834438100	-80.25530330600
915583.5743	821333.8196	26.59108120000	-80.20618195700
915741.3244	826971.8376	26.60658798200	-80.20559217500
934279.1351	831362.3458	26.61833753400	-80.14877391200
935804.132	821297.3729	26.59062251600	-80.14431274900
942014.1261	836035.3349	26.63104841100	-80.12500345200
943022.129	781113.4309	26.47994847900	-80.12306851100
944046.1099	827511.3371	26.60756215900	-80.11896376500
944117.1068	773145.4679	26.45800910600	-80.119888818400
945583.1151	858272.2989	26.69214987400	-80.11360704800
945656.113	842264.326	26.64811405400	-80.11372389500
951093.11	946348.107	26.93431470500	-80.09481094000
953932.081	862262.284	26.70296341600	-80.08795184800
958452.0851	947894.101	26.93842051100	-80.07219223800
959240.47	887190.351	26.77142822500	-80.07113714800
959301.526	760881.91	26.42398060500	-80.07375188100
964277.0741	896422.222	26.79672024100	-80.05549237700
481594.8701	1993903.493	29.81730165500	-81.55049857000
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582712.8431	1877304.251	29.49761037600	-81.23090295700
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693448.6131	1676661.64	28.94597475200	-80.88343404200
701301.583	1587019.825	28.69941412400	-80.85921240500
719052.7939	1464926.827	28.36354579800	-80.80446171000
719304.565	1497299.991	28.45258406100	-80.80351461500
740438.5119	1448239.098	28.31753592100	-80.73807708100
750468.5119	1466471.083	28.36761804300	-80.70676543500
755979.492	1490727.005	28.43429325500	-80.68943445400
757365.48	1490728.022	28.43428614500	-80.68512198800
936828.1129	684181.6359	26.21341121600	-80.14396707900
909598.4429	638923.7872	26.08937459000	-80.22783290400
910136.1709	615270.783	26.02429414600	-80.22662193800
844679.3139	581282.826	25.93171430500	-80.42639380800
915472.4801	602548.6631	25.98920641200	-80.21060721500
903671.2891	661382.5349	26.15125599600	-80.24549409900
890418.232	506253.9741	25.72467562300	-80.28846172300
904424.1751	509842.9761	25.73433587100	-80.24585912000
879073.2409	489712.0121	25.67932809200	-80.32317767500
888437.232	511350.978	25.73872806600	-80.29439588400
899542.197	604254.7951	25.99415670400	-80.25907043300
915778.155	627992.7401	26.05920044200	-80.20920767800
934794.4231	706449.013	26.27470492600	-80.14972373600
953994.9089	693679.9109	26.23921913700	-80.09140933500
817368.739	458487.8619	25.59416659100	-80.51087857000
896783.213	550651.884	25.84672858000	-80.26838019200

3862287 FPL	W	50 Dade	2	27
3870639 FPL	W	45 Dade	2	24
3883725 FPL	W	45 Broward	2	12
3886629 FPL	W	45 Broward	2	24
3905451 FPL	C	45 Dade	2	16
3910101 FPL	W	40 Dade	2	24
3940869 FPL	C	55 Broward	2	24
3999225 FPL	C	40 Dade	2	15
4011375 FPL	C	50 Broward	2	44
4019673 FPL	C	45 Broward	2	12
4030719 FPL	C	45 Broward	2	24
4033953 FPL	C	45 Broward	2	24
4045965 FPL	C	45 Dade	2	24
4051599 FPL	C	55 Broward	2	24
4066461 FPL	W	50 Broward	2	24
4072221 FPL	W	40 Broward	2	24
4224045 FPL	W	40 Broward	2	24
4254201 FPL	W	40 Broward	2	24
4302015 FPL	W	40 Broward	2	24
4384431 FPL	W	40 Dade	2	24
4434261 FPL	C	50 Dade	2	24
4440333 FPL	C	50 Dade	2	17
4441539 FPL	W	40 Dade	2	26
4450041 FPL	W	45 Dade	2	24
4488945 FPL	W	45 Broward	2	24
4492287 FPL	W	40 Broward	2	12
4501341 FPL	W	40 Broward	2	24
4521051 FPL	W	55 Dade	2	24
4540557 FPL	W	40 Dade	2	31
4540647 FPL	W	40 Dade	2	14
4541043 FPL	W	40 Dade	2	24
4546455 FPL	W	40 Dade	2	24
4556343 FPL	W	40 Dade	2	24
4557903 FPL	C	50 Dade	2	24
4647747 FPL	C	55 Dade	2	28
4713783 FPL	W	40 Broward	2	24
4752999 FPL	W	55 Dade	2	22
4766343 FPL	W	45 Dade	2	24
5176179 FPL	W	35 Dade	2	21
5200851 FPL	W	40 Dade	2	24
5369949 FPL	W	40 Dade	2	24
5437599 FPL	W	30 Dade	2	29
5667471 FPL	C	50 Broward	2	24
5715375 FPL	W	40 Broward	2	28
5720691 FPL	W	35 Broward	2	24
5753595 FPL	W	35 Dade	2	24
5757357 FPL	W	40 Dade	2	40
5767053 FPL	W	35 Dade	2	12
5775423 FPL	W	40 Dade	2	24

1

Pole Change Out

54

906652.189	510297.9949	25.73555253900	-80.23908347900
833735.3401	458777.0681	25.59478781100	-80.46121664500
934287.14	655246.6879	26.13385710500	-80.15229247200
936324.1109	602903.7811	25.98982308900	-80.14712768800
878990.2361	547434.895	25.83814034000	-80.32252908100
881192.233	509369.978	25.73338274100	-80.31643512700
883806.696	659360.5901	26.14599787800	-80.30607976100
848659.2928	512789.984	25.74322244400	-80.41521101700
899293.2139	623057.7431	26.04588994700	-80.25950384100
908528.1688	689320.6349	26.22803671100	-80.23018411400
936720.141	621828.7429	26.04187959800	-80.14554532300
943233.1201	722298.5551	26.31815112000	-80.12364628900
919954.164	527178.9319	25.78177854800	-80.19836631400
899175.3011	650353.9812	26.12098663800	-80.25939045700
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894214.2221	603231.7978	25.99142445700	-80.27530713200
918587.172	643935.72	26.10301356500	-80.20035390000
926674.623	675156.2281	26.18876328700	-80.17510825000
936173.127	629403.7281	26.06272855000	-80.14706033500
818273.954	422507.324	25.49515912000	-80.50853583000
807080.5381	420273.6998	25.48912315300	-80.54249371600
909685.1878	526520.9611	25.78013692600	-80.22958259600
824041.3631	404731.1781	25.44618913800	-80.49125688200
874275.2521	457694.0971	25.59130333700	-80.33823112000
916770.1799	662482.6639	26.15406780400	-80.20554511500
921183.1639	630671.7371	26.06647945000	-80.19269441200
938165.1181	625479.753	26.05189757900	-80.14107168000
839636.3119	583869.829	25.93889176000	-80.44170458800
889464.2309	560086.872	25.87279661200	-80.29047807200
889671.219	520503.9449	25.76389197100	-80.29049783100
890082.209	556704.8899	25.86348288300	-80.28865445300
895471.2071	519693.9731	25.76157658700	-80.27288922700
904448.1911	573196.852	25.90863446700	-80.24468111400
906098.1871	518130.951	25.75711152200	-80.24062930700
893327.445	518765.497	25.75905451200	-80.27941793600
915262.178	603597.8079	25.99209621700	-80.21122811400
914047.187	548535.9099	25.84063326900	-80.21592924300
921185.887	557488.0911	25.86514330000	-80.19405910200
890446.2171	498165.0139	25.70242034100	-80.28850910100
893996.21	561507.8659	25.87663801000	-80.27667208500
909691.1921	564452.8731	25.88449443500	-80.22888836400
915341.1811	537021.924	25.80893500200	-80.21220489200
949546.0989	700909.589	26.25919269300	-80.10482771200
915733.1751	614034.7621	26.02080153200	-80.20960215900
923860.1602	653961.6839	26.13050545500	-80.18409580900
862721.4042	446459.9989	25.56054864700	-80.37344629100
875080.238	584969.8271	25.94146229600	-80.33383705000
892533.2208	524760.9581	25.77556138700	-80.28173166700
904056.1971	570088.853	25.90009005400	-80.24592791900

PUBLIC VERSION

5802975 FPL	W	45 Broward	2	24		909271.1801	618567.758	26.03337855000	-80.22919652300
5805231 FPL	W	40 Broward	2	24		910884.169	607166.7969	26.00198697900	-80.22449081400
5872035 FPL	W	40 Dade	2	24		879602.2431	511016.9892	25.73793670300	-80.32123908500
5927535 FPL	W	45 Dade	2	24		892221.2139	558304.887	25.86785278000	-80.28212344800
5978925 FPL	C	50 Broward	2	24		925650.4781	722570.963	26.31921848600	-80.17731270400
6006693 FPL	W	40 Dade	2	21		867977.266	461989.0688	25.60320550100	-80.35727595200
6066027 FPL	W	40 Broward	2	24		936540.121	692554.6179	26.23645030700	-80.14467692900
6070071 FPL	W	40 Broward	2	24		939082.6691	638012.4701	26.08635880900	-80.13802482000
6071133 FPL	W	40 Broward	2	24		940005.1079	614413.764	26.02142115900	-80.13569099500
6097965 FPL	W	35 Dade	2	24		872238.249	400406.1871	25.43371080200	-80.34526684500
6106995 FPL	W	40 Dade	2	24		872551.2401	502981.999	25.71592834100	-80.34277936600
6109965 FPL	W	40 Dade	2	18		878136.2349	503215.0041	25.71649193400	-80.32581341100
6133239 FPL	C	45 Dade	2	17	29	901990.1901	511334.9679	25.73847877400	-80.25322679800
6152253 FPL	W	35 Dade	2	21		917023.166	565068.883	25.88606893300	-80.20657795500
6191709 FPL	W	45 Broward	2	42		926707.1361	614058.7782	26.02068102100	-80.17618782100
6249411 FPL	W	40 Dade	2	12		878777.2451	518078.9501	25.75737773300	-80.32363515200
6292911 FPL	W	45 Dade	2	17		911826.096	526297.0111	25.77948620200	-80.22308105600
6307809 FPL	W	45 Dade	2	24		927612.2849	566140.4682	25.88883728700	-80.17435205200
6311397 FPL	C	55 Dade	2	36		938577.1251	529393.954	25.78754957600	-80.14173314000
6353697 FPL	W	40 Broward	2	24		946626.092	661347.6931	26.15041474100	-80.11456028700
6359103 FPL	W	40 Dade	2	15	39	901521.195	525917.9439	25.77860713900	-80.25440091000
132742189 FPL	W	50 Seminole	2	24		552770.777	1631710.713	28.82201352800	-81.32290406900
136328184 FPL	W	45 Martin	2	24		916170.6079	1023881.056	27.14823126200	-80.20047687000
142055882 FPL	W	50 Palm Beach	2	24	41	921172.8949	814727.8319	26.57281260700	-80.18920789100
150286885 FPL	W	45 Indian River	2	24		783035.3099	1201900.615	27.63965598700	-80.60814053100
151041605 FPL	W	40 Palm Beach	2	16		962532.3591	868341.1111	26.71951291800	-80.06147504300
152380817 FPL	W	40 Indian River	2	18		784435.832	1260689.605	27.80135063500	-80.60322987700
155271852 FPL	W	45 Broward	2	24		915999.7421	622575.9849	26.04429478700	-80.20863284500
157416842 FPL	C	45 Dade	2	24	36	827847.3601	462485.2289	25.60505518800	-80.47903739000
172619622 FPL	W	50 Palm Beach	2	24		933262.142	777105.434	26.46910306300	-80.15298345700
176944756 FPL	W	40 Palm Beach	2	24		970074.6999	875676.9229	26.73953683500	-80.03820258000
180599028 FPL	W	45 St Lucie	2	24		858959.535	1138959.402	27.46566894300	-80.37462234600
183517827 FPL	C	55 Brevard	2	24		750135.2451	1487377.701	28.42512167200	-80.70764398200
183578995 FPL	W	45 Brevard	2	24		791144.6441	1305441.254	27.92438197600	-80.58200608300
186866015 FPL	W	45 Palm Beach	2	16		938181.391	872893.333	26.73250883000	-80.13597066100
194386120 FPL	C	55 Palm Beach	2	24		933873.919	831231.5059	26.61798503100	-80.15001672300
195170383 FPL	W	50 St Lucie	2	24		840044.1201	1092332.789	27.33766329200	-80.43360615600
197700931 FPL	W	40 St Lucie	2	24		878981.4441	1160416.019	27.52439635700	-80.31251492600
216702216 FPL	W	45 Palm Beach	2	24		946258.8348	840698.5811	26.64379550400	-80.11191214700
217397711 FPL	W	40 Palm Beach	2	24	41	966312.4699	820110.5311	26.58676613800	-80.05099401600
238009955 FPL	W	30 Clay	2	22		325723.3308	2102674.141	30.11338606600	-82.04509761900
258686724 FPL	W	40 Volusia	2	24		634615.922	1773045.765	29.21107903500	-81.06755773500
265903982 FPL	W	35 Seminole	2	26		628733.9689	1610513.873	28.76407573000	-81.08562684800
288403983 FPL	W	40 Indian River	2	36		849197.7111	1227967.557	27.71062690100	-80.40340125000
290640076 FPL	W	45 Martin	2	24	43	902972.5051	1032707.81	27.17273612300	-80.24089462100
330364146 FPL	W	40 Palm Beach	2	16		954591.3651	954825.6819	26.95756428200	-80.08388663300
340995210 FPL	W	45 Palm Beach	2	24		962075.6339	782030.0961	26.48210046100	-80.06480645100
342880228 FPL	W	40 Palm Beach	2	24	48	942590.1089	772545.8631	26.45638834500	-80.12456745900
356090094 FPL	W	40 St Johns	2	26		547549.626	2027393.025	29.91009317100	-81.34283512100

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413395726 FPL	C	55 Broward	2	24		866546.6262	599818.3539	25.98243081000	-80.35958286900
547878399 FPL	W	40 Palm Beach	2	24		958173.247	843368.457	26.65090719000	-80.07538185300
548422182 FPL	W	45 Broward	2	24	36	932797.412	712658.6791	26.29182343500	-80.15569376600
551275555 FPL	W	50 Palm Beach	2	24		943969.1091	814676.3559	26.57225694400	-80.11946960000
551346085 FPL	W	60 Dade	2	162		812985.1519	463705.5349	25.60856649900	-80.52412219100
556333579 FPL	W	30 Dade	2	24	55	939366.1331	535437.708	25.80416258900	-80.13921541200
556711151 FPL	W	40 Palm Beach	2	24		965098.43	786748.0319	26.49501776300	-80.05546039600
557876123 FPL	W	40 Martin	2	24		882990.819	1030139.114	27.16598949000	-80.30239296600
561777980 FPL	W	35 St Johns	2	20		552289.3479	2020132.443	29.89016631100	-81.32780979500
561873702 FPL	W	30 St Johns	2	46		548333.713	2027989.809	29.91174059200	-81.34036589200
561967494 FPL	W	30 Volusia	2	12		636239.6721	1804153.61	29.29663047500	-81.06251977600
563127973 FPL	W	45 Dade	2	24		850134.2571	417710.3191	25.48160509100	-80.41201166700
563805677 FPL	W	45 Broward	2	24		867535.3381	649518.6479	26.11915166100	-80.35582626200
565916557 FPL	W	30 Broward	2	37		924761.7332	598480.495	25.97785743900	-80.18240795400
572946336 FPL	W	30 St Lucie	2	11	62	878645.3221	1099090.059	27.35571753700	-80.31459503700
573073226 FPL	W	30 St Lucie	2	12		853697.2089	1094247.287	27.34275266200	-80.39152372700
573130962 FPL	W	45 St Lucie	2	24		827272.1309	1140341.059	27.46987396100	-80.47231939200
573236008 FPL	W	40 Palm Beach	2	27	40	959586.237	763259.5621	26.43051551600	-80.07282969400
573592581 FPL	W	40 Palm Beach	2	16		934267.9231	939197.123	26.91496622800	-80.14659427200
573758286 FPL	W	35 Palm Beach	2	18		761864.4861	854408.2971	26.68391742500	-80.67629854200
576040230 FPL	W	40 Brevard	2	24		769328.4479	1287910.416	27.87635052300	-80.64972014300
576220567 FPL	W	45 Nassau	2	24		457300.3321	2284441.133	30.61579687400	-81.63219294900
576463411 FPL	W	35 Broward	2	84		932078.9816	616240.7958	26.02658973900	-80.15978881300
576496861 FPL	C	60 Broward	2	24	56	866510.537	600819.992	25.98518700500	-80.35967779400
576535780 FPL	W	45 St Johns	2	24		498068.4921	2039661.308	29.94332878000	-81.49917856000
576989397 FPL		Dade	2	39		882483.2409	550296.8981	25.84596445300	-80.31186398700
577033238 FPL	W	40 Dade	2	32		834755.945	432345.2023	25.52205141200	-80.45844703700
578325924 FPL	W	40 Dade	2	24		921457.1459	559290.8759	25.87009844000	-80.19320056700
578432575 FPL	C	45 Dade	2	24		889779.3126	524244.8328	25.77418246600	-80.29010818300
578615426 FPL	W	45 Dade	2	24		863624.7491	498593.9828	25.70397526300	-80.36995397800
579577384 FPL	W	45 Flagler	2	24		603736.8171	1860095.788	29.45038581800	-81.16473838000
580053373 FPL	W	45 Brevard	2	24		776853.5309	1350913.538	28.04958223000	-80.62583010700
581131473 FPL	W	45 Seminole	2	24		560548.7802	1629405.468	28.81572953200	-81.29859586600
581452021 FPL	C	50 Martin	2	24	45	906370.6928	1017922.144	27.13200862100	-80.23072211400
594922377 FPL	W	50 Palm Beach	2	29	44	958496.147	799263.723	26.52957823900	-80.07536873500
611964812 FPL	W	40 Broward	2	24		904749.24	657271.1261	26.13992796600	-80.24228127300
613403262 FPL	W	45 Brevard	2	24		769929.529	1385226.068	28.14401552900	-80.64698797000
614402579 FPL	W	40 St Johns	2	22		560911.87	1971630.046	29.75685898700	-81.30020107700
614527685 FPL	W	45 St Johns	2	24		455480.3879	2089748.281	30.08046983400	-81.63451515000
614532174 FPL	W	50 St Johns	2	43	68	444795.7961	2081455.384	30.05750066500	-81.66814169300
619254836 FPL	W	45 Dade	2	24		825237.0631	447938.0799	25.56505795300	-80.48712872600
619264241 FPL	W	45 Dade	2	24		822791.4971	448647.6588	25.56703611100	-80.49453890800
619759155 FPL	W	50 St Lucie	2	24		835243.342	1101261.807	27.36228366900	-80.44827172200
619759335 FPL	C	50 St Lucie	2	24		835087.3059	1099103.314	27.35634817000	-80.44878185000
620486508 FPL	W	40 Palm Beach	2	24		782863.6899	944567.1719	26.93178286900	-80.61114352100
622266890 FPL	W	45 Dade	2	24		825998.348	437302.8649	25.53578782500	-80.48494453200
623757803 FPL	W	40 Dade	2	32		883375.2339	485212.0211	25.66688612700	-80.31018728100
624131027 FPL	C	60 Palm Beach	2	24		905520.2031	854014.3019	26.68114962800	-80.23637630200
624737102 FPL	W	45 Indian River	2	24		785039.6369	1254400.149	27.78404545800	-80.60142527900

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628089248 FPL	W	45 Brevard	2	24	
629241515 FPL	W	45 Brevard	2	24	
629291103 FPL	W	45 Brevard	2	24	
630460578 FPL	C	60 Dade	2	24	48
634359587 FPL	W	50 Palm Beach	2	24	
640652571 FPL	W	40 Broward	2	24	
641239109 FPL	W	45 Dade	2	19	
641728212 FPL	W	50 Volusia	2	24	
642650946 FPL	W	35 Palm Beach	2	16	
642772100 FPL	C	55 Volusia	2	24	
643822540 FPL	W	45 St Lucie	2	24	
644076969 FPL	W	45 Indian River	2	24	
644428028 FPL	W	40 Palm Beach	2	16	
644503110 FPL	W	45 Palm Beach	2	16	
647053391 FPL	W	30 Broward	2	24	
650186922 FPL	W	45 Brevard	2	24	
651477916 FPL	W	45 Broward	2	24	
652108090 FPL	W	40 Indian River	2	24	
652660432 FPL	C	50 Broward	2	31	
654625229 FPL	W	45 Dade	2	30	
656631345 FPL	W	45 Dade	2	24	38
656833418 FPL	W	45 Volusia	2	24	
656990433 FPL	C	55 Palm Beach	2	24	51
657877003 FPL	C	60 Palm Beach	2	24	
659868805 FPL	C	50 Palm Beach	2	24	
660221300 FPL	C	50 Broward	2	24	
665232512 FPL	C	55 St Lucie	2	24	
667488627 FPL	C	50 Dade	2	24	
676354646 FPL	C	50 Broward	2	24	41
679022904 FPL	C	50 Flagler	2	24	
684247178 FPL	W	40 Dade	2	18	39
693275346 FPL	C	50 Volusia	2	24	
701765188 FPL	C	55 Dade	2	24	
704531769 FPL	C	55 Volusia	2	24	
706529603 FPL	W	45 Brevard	2	24	
727227787 FPL	W	55 Dade	2	24	
733288490 FPL	C	55 Dade	2	24	46
743797141 FPL	W	40 Volusia	2	24	
753291953 FPL	W	45 Dade	2	24	
806139584 FPL	W	45 Columbia	2	24	
824081285 FPL	C	55 Brevard	2	24	
832975358 FPL	C	50 Brevard	2	24	
851126647 FPL	W	45 Seminole	2	24	
J83522 FPL	W	45 Martin	2	24	
156008 FPL	W	50 Palm Beach	1	12	
160412 FPL	W	50 Palm Beach	1	12	
178448 FPL	W	50 Palm Beach	1	12	
188432 FPL	W	50 Palm Beach	1	12	
189566 FPL	W	35 Palm Beach	1	12	

Pole Change Out

705835.7931	1475168.703	28.39176806200	-80.84551830900
726371.7749	1462535.658	28.35693453500	-80.78171731800
719074.218	1464117.446	28.36131956000	-80.80439917400
826739.4367	519543.4209	25.76205565000	-80.48172048800
931315.1321	836494.3241	26.63250872400	-80.15774167000
946710.1141	714085.5791	26.29549261600	-80.11320471200
861632.3309	506905.7769	25.72686962800	-80.37588534400
632576.851	1823335.297	29.34937515900	-81.07404924000
927177.1479	853957.281	26.68062074600	-80.17006005000
675032.77	1678930.238	28.95225140800	-80.94101090500
817676.3499	1104422.791	27.37118208100	-80.50235457800
779307.529	1201940.805	27.63979859300	-80.61965402500
961546.0749	888445.2369	26.77483355200	-80.06404334800
955776.6203	861451.7604	26.70069746300	-80.08232050100
925814.4541	654005.4171	26.13059192300	-80.17813893400
693578.5991	1618280.753	28.78541341800	-80.88320724700
909759.8271	660457.9961	26.14861411700	-80.22695151200
822497.3701	1183280.639	27.58804135200	-80.48649555600
935225.623	624879.4911	26.05029919900	-80.15003612500
886754.2301	553674.876	25.85519590000	-80.29882357000
827684.3351	467535.0551	25.61895105000	-80.47947189500
630320.3601	1749913.987	29.14745670700	-81.08097303700
965057.0591	808156.388	26.55390854000	-80.05510481900
929510.411	795565.7639	26.51995286200	-80.16408341200
934950.9182	805015.745	26.54584995200	-80.14725499300
876035.2551	635887.7371	26.08153302000	-80.33013660200
837825.096	1130115.128	27.44161865200	-80.43991777400
909075.8721	546154.1571	25.83416143300	-80.23108554800
874341.295	652308.5051	26.12673276500	-80.33504178200
584791.9069	1881221.697	29.50839435900	-81.22439126700
870746.2569	467886.0721	25.61939297300	-80.34878612900
648431.9699	1776327.32	29.22011847700	-81.02425078100
863457.0651	543353.768	25.82712464100	-80.36981329800
685206.8868	1696898.135	29.00164881100	-80.90915464900
795939.2539	1305452.343	27.92436662000	-80.56715846700
843097.3289	459171.3251	25.59576516200	-80.43280608400
830222.913	496348.7439	25.69820083000	-80.47141862900
641897.6329	1780844.568	29.23253602900	-81.04474112500
913930.8821	592465.2839	25.96149136600	-80.21548398100
109275.2401	2134292.779	30.19305968200	-82.73096683300
718885.9631	1542632.479	28.57726679200	-80.80458762100
729376.0668	1462032.903	28.35553647500	-80.77237922500
559878.1119	1623886.286	28.80054590000	-81.30064660800
925735.3611	985896.8193	27.04357905200	-80.17183616700
749859.5561	848927.6001	26.66891865300	-80.71310149700
753485.4999	861820.2899	26.70436446200	-80.70190620400
762384.466	857789.294	26.69321511100	-80.67467969600
765198.4689	855071.2879	26.68571771500	-80.66608289900
765488.4621	903380.1811	26.81861495500	-80.66480517200

FPL00224

197228 FPL	W	35 Palm Beach	1	12
205280 FPL	W	45 Indian River	1	12
206600 FPL	W	60 Palm Beach	1	12
207008 FPL	W	45 Indian River	1	12
207554 FPL	W	45 Indian River	1	12
215096 FPL	W	45 Martin	1	12
218510 FPL	W	45 Palm Beach	1	12
223166 FPL	W	40 Indian River	1	12
229496 FPL	W	45 Palm Beach	1	12
229736 FPL	W	45 Indian River	1	12
231686 FPL	W	45 Indian River	1	12
237908 FPL	W	45 Indian River	1	12
243506 FPL	W	30 St Lucie	1	12
250022 FPL	W	45 Palm Beach	1	12
250886 FPL	W	40 St Lucie	1	12
258272 FPL	W	40 Indian River	1	12
264710 FPL	C	40 Indian River	1	12
272420 FPL	W	40 Indian River	1	12
273278 FPL	W	40 Indian River	1	12
284948 FPL	W	50 Indian River	1	12
286436 FPL	W	40 Indian River	1	12
286658 FPL	W	45 Palm Beach	1	12
288530 FPL	W	40 Indian River	1	12
290888 FPL	W	40 St Lucie	1	12
310526 FPL	W	40 St Lucie	1	12
315236 FPL	W	40 Indian River	1	12
318002 FPL	W	45 Palm Beach	1	12
324284 FPL	W	40 Indian River	1	12
335126 FPL	W	55 Indian River	1	12
345080 FPL	W	35 Indian River	1	12
348488 FPL	W	40 St Lucie	1	12
363332 FPL	W	45 St Lucie	1	12
365966 FPL	W	40 St Lucie	1	12
367400 FPL	C	40 Indian River	1	12
368072 FPL	W	30 Indian River	1	12
372032 FPL	W	40 Indian River	1	12
381254 FPL	W	40 Indian River	1	12
422156 FPL	W	40 St Lucie	1	12
425318 FPL	W	40 St Lucie	1	12
437072 FPL	W	40 St Lucie	1	12
451898 FPL	W	35 St Lucie	1	12
455510 FPL	W	60 Indian River	1	12
483476 FPL	W	35 St Lucie	1	12
507134 FPL	W	55 St Lucie	1	12
517424 FPL	C	45 St Lucie	1	12
531110 FPL	W	40 St Lucie	1	12
531896 FPL	W	35 St Lucie	1	12
533312 FPL	W	40 St Lucie	1	12

45

ATT M5 lashing broken

4 unsuccessful attempts to access, only 1 AT&T attachment on the part of the run that could be accessed.

75

769213.455	908284.174	26.83207833400	-80.65334288000
774005.4399	1239489.516	27.74312608700	-80.63568776800
774502.453	821949.3401	26.59452713700	-80.63787651200
774794.4471	1240249.521	27.74521013600	-80.63324148200
775179.4529	1240624.52	27.74623846000	-80.63204771400
780771.4371	963208.0799	26.98308040200	-80.61739176200
782600.4361	845304.313	26.65871300100	-80.61287943000
784850.431	1251293.495	27.77550195400	-80.60204154600
787988.4171	910148.1791	26.83705340400	-80.59575202300
788181.4279	1242014.511	27.74994902600	-80.59183569900
789719.417	1242004.504	27.74990738600	-80.58708070500
794289.4209	1248462.497	27.76762788600	-80.57288203300
799234.392	1103356.783	27.36844076500	-80.55918861700
803660.3999	825248.3489	26.60334795900	-80.54861499300
804216.4031	1087087.819	27.32363943700	-80.54402190000
807442.3809	1243272.513	27.75322072800	-80.53227086400
809941.3909	1201781.586	27.63906886300	-80.52503861800
813421.3709	1220747.559	27.69119985600	-80.51405963200
813805.3599	1243376.516	27.75343886500	-80.51259635900
817400.6611	1259983.668	27.79907841700	-80.50127202300
818102.3661	1270995.457	27.82935911000	-80.49896258600
818194.361	884841.2418	26.76714011500	-80.50342691000
818677.3649	1249943.497	27.77144794000	-80.49745001400
819170.3761	1114394.786	27.39859582000	-80.49762736900
823205.3411	1131808.727	27.44645110700	-80.48496987800
824075.3528	1253740.504	27.78183015900	-80.48070807700
824522.366	851501.2819	26.67535328500	-80.48444713500
825732.338	1270956.448	27.82916411800	-80.47535623600
828419.3399	1215091.566	27.67547216200	-80.46779040600
830349.815	1234736.212	27.72948338200	-80.46156082900
831208.3441	1133057.74	27.44979335400	-80.46027824700
834893.2771	1087141.33	27.32344643300	-80.44954219900
835270.3429	1106779.775	27.37746167000	-80.44811325300
835387.3381	1228826.545	27.71316696500	-80.44607137700
835458.335	1241280.654	27.74742193600	-80.44567866600
836821.325	1226527.534	27.70682556400	-80.44167161000
839483.3269	1241677.504	27.74846306500	-80.43322925800
846902.3078	1066105.873	27.26543315300	-80.41286152200
847409.296	1072681.844	27.28351531600	-80.41120560200
848947.3169	1059045.881	27.24598643700	-80.40666971300
850731.3031	1058159.885	27.24363595200	-80.40119172600
851140.2921	1191018.615	27.60897022200	-80.39795461900
853974.276	1064566.867	27.26110675400	-80.39111593500
856389.6251	1140682.627	27.47044427500	-80.38252073900
857486.2772	1082626.837	27.31073704000	-80.38003012500
859359.2721	1139662.714	27.46759795700	-80.37337874100
859495.2951	1065325.855	27.26311955500	-80.37411038300
859685.2878	1139158.712	27.46620710400	-80.37238124500

534482 FPL	C	60 St Lucie	1	12
535658 FPL	W	35 St Lucie	1	12
535790 FPL	W	40 St Lucie	1	12
538826 FPL	W	40 Martin	1	12
541088 FPL	W	40 St Lucie	1	12
563096 FPL	W	40 St Lucie	1	12
587324 FPL	W	40 St Lucie	1	12
600596 FPL	C	50 St Lucie	1	12
612914 FPL	W	40 St Lucie	1	12
626372 FPL	W	35 St Lucie	1	12
706586 FPL	W	35 St Lucie	1	12
713108 FPL	W	40 St Lucie	1	12
718322 FPL	W	45 Palm Beach	1	12
722024 FPL	W	35 Martin	1	12
729224 FPL	W	35 Palm Beach	1	12
754760 FPL	W	40 Martin	1	12
757454 FPL	W	40 St Lucie	1	12
765086 FPL	W	50 Palm Beach	1	12
772958 FPL	W	40 St Lucie	1	12
783212 FPL	W	45 Martin	1	12
803258 FPL	W	35 Martin	1	12
807230 FPL	W	30 Martin	1	12
815720 FPL	W	45 Palm Beach	1	12
821108 FPL	W	45 Palm Beach	1	12
828146 FPL	W	45 Martin	1	12
830486 FPL	W	40 Martin	1	12
832136 FPL	W	45 Palm Beach	1	12
834872 FPL	C	50 St Lucie	1	12
835016 FPL	C	50 Martin	1	12
838112 FPL	C	45 St Lucie	1	12
838976 FPL	W	40 Martin	1	12
845546 FPL	W	45 Martin	1	12
854834 FPL	W	40 Martin	1	12
870518 FPL	W	40 Martin	1	12
871160 FPL	W	40 Martin	1	12
874514 FPL	W	40 Martin	1	12
875234 FPL	W	45 Palm Beach	1	12
876338 FPL	C	50 Martin	1	12
892706 FPL	W	45 Palm Beach	1	12
914384 FPL	W	45 Palm Beach	1	12
919988 FPL	C	40 Palm Beach	1	12
929738 FPL	W	40 Martin	1	12
971564 FPL	W	45 Palm Beach	1	12
985832 FPL	W	45 Martin	1	12
1012808 FPL	W	35 Martin	1	12
1047188 FPL	W	45 Palm Beach	1	12
1083572 FPL	W	40 Palm Beach	1	12
1084514 FPL	W	55 Palm Beach	1	12
1092842 FPL	C	55 Palm Beach	1	12

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Pole Change Out

1

Topped pole

859831.2849	1052431.885	27.22764720300	-80.37327493300
859965.2738	1139009.73	27.46579341500	-80.37152017600
859979.284	1048933.893	27.21802313200	-80.37287342100
860335.2869	1028448.927	27.16166935200	-80.37209369500
860586.271	1050850.884	27.22328788600	-80.37097619800
862872.29	1138826.725	27.46524929300	-80.36255874300
865265.2639	1050154.888	27.22130801300	-80.35659003800
866565.261	1095204.798	27.34520817500	-80.35187126200
867617.2598	1049147.902	27.21850465600	-80.34936923300
868898.2619	1078819.857	27.30010497900	-80.34494971400
877909.235	1070689.853	27.27760926000	-80.31734102100
879441.2519	1087187.819	27.32296657200	-80.31234520700
880516.2501	862456.28	26.70476371700	-80.31280505700
881323.237	1027155.951	27.15780905700	-80.30757201600
882680.2218	857534.2751	26.69119154100	-80.30625907200
888469.2201	1055120.888	27.23462181600	-80.28510669900
889026.2069	1076450.833	27.29328455800	-80.28301643600
890781.223	866949.2501	26.71696764100	-80.28128711600
892220.23	1067575.85	27.26882181800	-80.27334136500
893708.2191	1058537.876	27.24393758500	-80.26892365800
897051.1911	1028779.931	27.16202912900	-80.25917705800
897689.2151	1018762.956	27.13446513200	-80.25739717400
899244.1979	897416.217	26.80064383600	-80.25481694800
900169.197	898418.216	26.80338520900	-80.25196335400
901495.2111	1039491.917	27.19142149200	-80.24531250600
901823.196	1039872.92	27.19246407000	-80.24429655100
902112.205	898463.1959	26.80347734700	-80.24600626400
902522.6369	1069710.886	27.27452625300	-80.24158903500
902545.209	1042130.921	27.19866308600	-80.24203360400
903023.2921	1068478.769	27.27112878900	-80.24007091700
903132.1829	1049373.886	27.21857623400	-80.24009281700
904112.201	1050521.915	27.22171767600	-80.23705601400
905211.181	1064343.869	27.25971846400	-80.23341415000
907317.1811	1050564.894	27.22178184800	-80.22719395900
907385.1931	1059390.893	27.24605784000	-80.22681698400
907756.1891	1043340.925	27.20190379300	-80.22598051400
907850.185	738963.5149	26.36461569000	-80.23135213500
907962.1929	1018578.967	27.13378843900	-80.22581678300
910209.1701	828649.326	26.61129605200	-80.22249048600
912929.1781	771402.4589	26.45376962300	-80.21523833700
913965.1658	727832.5329	26.33389320100	-80.21288543200
915768.1809	1024737.944	27.15059531000	-80.20169750500
922516.1661	743331.518	26.37638446400	-80.18648108700
925531.1539	1007072.002	27.10182860700	-80.17203563500
930379.1429	1008379.971	27.10533777800	-80.15710833100
935161.1211	785207.4191	26.49135610000	-80.14701481800
938497.1381	766201.4529	26.43901171000	-80.13720627200
938579.553	740550.684	26.36844746300	-80.13747918700
939280.109	858422.298	26.69268167500	-80.13290634200

1098644 FPL	W	45 Palm Beach	1	12
1101080 FPL	W	35 Palm Beach	1	12
1109762 FPL	W	40 Martin	1	12
1112654 FPL	W	40 Martin	1	12
1121624 FPL	W	35 Martin	1	12
1131788 FPL	W	40 Palm Beach	1	12
1142966 FPL	C	40 Palm Beach	1	12
1184744 FPL	W	45 Palm Beach	1	12
1193264 FPL	W	40 Palm Beach	1	12
1199420 FPL	W	40 Palm Beach	1	12
1203044 FPL	W	45 Palm Beach	1	12
1215344 FPL	W	40 Palm Beach	1	12
1221104 FPL	W	40 Palm Beach	1	12
1234658 FPL	W	35 Palm Beach	1	12
1242122 FPL	W	50 Palm Beach	1	12
1250636 FPL	W	40 Palm Beach	1	12
1284128 FPL	W	30 Palm Beach	1	12
1287134 FPL	W	45 Palm Beach	1	12
1302380 FPL	W	40 Palm Beach	1	12
1303838 FPL	W	35 Palm Beach	1	12
1326134 FPL	W	40 Palm Beach	1	12
1329050 FPL	W	40 Palm Beach	1	12
1342364 FPL	W	35 Palm Beach	1	12
1349870 FPL	W	35 Palm Beach	1	12
1354400 FPL	W	30 Palm Beach	1	12
1354406 FPL	C	50 Palm Beach	1	12
1356368 FPL	W	40 Palm Beach	1	12
1359062 FPL	W	40 Palm Beach	1	12
1362374 FPL	C	50 Palm Beach	1	12
1370312 FPL	W	35 Palm Beach	1	12
1376624 FPL	W	40 Palm Beach	1	12
1380986 FPL	W	40 Palm Beach	1	12
1392224 FPL	W	40 Palm Beach	1	12
1393754 FPL	W	40 Palm Beach	1	12
1400186 FPL	W	40 Palm Beach	1	12
1404104 FPL	W	40 Palm Beach	1	12
1410998 FPL	W	40 Palm Beach	1	12
1411088 FPL	W	40 Palm Beach	1	12
1417688 FPL	C	40 Palm Beach	1	12
1427066 FPL	W	40 Palm Beach	1	12
1435574 FPL	W	30 Palm Beach	1	12
1455608 FPL	W	40 Palm Beach	1	12
1465022 FPL	W	40 Palm Beach	1	12
1475630 FPL	C	45 Palm Beach	1	12
1476110 FPL	C	45 Palm Beach	1	12
1483904 FPL	W	35 Palm Beach	1	12
1489580 FPL	W	40 Palm Beach	1	12
1492106 FPL	C	40 Palm Beach	1	12
1494212 FPL	W	45 Palm Beach	1	12

939762.129	946719.103	26.93555397900	-80.12957698500
939967.1161	855155.2769	26.68368193300	-80.13087059700
940651.1039	964872.086	26.98547012800	-80.12646363800
940917.1139	961082.067	26.97503997500	-80.12572746600
941774.1	959578.0671	26.97088662500	-80.12312854600
942718.127	781253.4241	26.48033928500	-80.12399485800
943496.111	854446.2889	26.68166511900	-80.12007912600
946484.0969	832488.3278	26.62120648300	-80.11139733400
947139.1159	841010.3249	26.64463618700	-80.10921085500
947548.1039	898766.214	26.80350065100	-80.10671924700
947785.112	847602.3071	26.66275689100	-80.10709229300
948555.0911	838913.315	26.63884053800	-80.10492134100
948885.1101	845696.307	26.65749270700	-80.10376548500
949752.1031	735639.5389	26.35472786000	-80.10346434900
950192.095	948271.1019	26.93962193100	-80.09753395600
950778.085	950030.0878	26.94444879100	-80.09569691600
952905.0821	899943.2129	26.80663367800	-80.09027226100
953083.1001	768293.4759	26.44449056600	-80.09259114500
953833.0979	740549.5029	26.36815606500	-80.09089759800
953882.0811	741756.5211	26.37147547700	-80.09072202900
954917.0859	772826.439	26.45692435200	-80.08688849900
955083.0961	882551.2198	26.75875020900	-80.08397978100
955687.0972	844578.2971	26.65428447900	-80.08296604900
956044.085	748530.4908	26.39006770500	-80.08397255400
956248.0868	737999.508	26.36109433500	-80.08357803300
956248.0868	945143.1219	26.93089784200	-80.07901778300
956350.088	849455.289	26.66768680100	-80.08082890700
956484.0769	762416.487	26.42825750100	-80.08232649100
956623.0861	843677.315	26.65178757500	-80.08012051000
957005.0739	770491.4699	26.45046030000	-80.08055835200
957281.2209	911806.476	26.83917904100	-80.07659294800
957474.069	771877.4579	26.45426370000	-80.07909479600
957943.0969	734019.529	26.35011269800	-80.07848892600
958000.085	778279.4471	26.47186413400	-80.07734685300
958233.0901	893004.217	26.78744067700	-80.07409452300
958381.0882	891937.225	26.78450273100	-80.07366474900
958627.085	797412.4141	26.52448304900	-80.07500914400
958630.0699	767928.4511	26.44337780900	-80.07564872000
958896.0799	785943.4409	26.49292870800	-80.07443947000
959253.068	758755.4701	26.41813205400	-80.07394666000
959592.0759	753841.5038	26.40460776100	-80.07301900700
960413.072	922628.141	26.86888289400	-80.06674554000
960808.084	798561.395	26.52760025400	-80.06831433500
961246.0759	774254.4551	26.46072764300	-80.06751467400
961263.0699	778549.4269	26.47254201500	-80.06736750300
961561.069	877311.2369	26.74420686300	-80.06424832600
961768.0889	773611.444	26.45894840800	-80.06593356500
961865.6281	751023.0049	26.39680932700	-80.06613630200
961952.0781	861724.2599	26.70132351500	-80.06340143100

1512812 FPL	C	40 Palm Beach	1	12
1519820 FPL	W	45 Palm Beach	1	12
1520840 FPL	C	55 Palm Beach	1	12
1522820 FPL	C	45 Palm Beach	1	12
1535060 FPL	W	35 Palm Beach	1	12
1545512 FPL	W	40 Palm Beach	1	12
1546526 FPL	W	40 Palm Beach	1	12
1547810 FPL	W	35 Palm Beach	1	12
1554446 FPL	W	40 Palm Beach	1	12
1560926 FPL	W	40 Palm Beach	1	12
1564232 FPL	W	40 Palm Beach	1	12
1566578 FPL	W	50 Palm Beach	1	12
1577990 FPL	W	40 Palm Beach	1	12
1581062 FPL	W	50 Palm Beach	1	12
1582682 FPL	C	50 Palm Beach	1	12
1609304 FPL	W	35 Palm Beach	1	12
1609844 FPL	W	40 Palm Beach	1	12
1609934 FPL	W	40 Palm Beach	1	12
1621466 FPL	W	40 Palm Beach	1	12
1624394 FPL	W	40 Palm Beach	1	12
1626584 FPL	W	40 Palm Beach	1	12
1628090 FPL	W	45 Palm Beach	1	12
1630190 FPL	C	55 Palm Beach	1	12
1744658 FPL	C	50 St Johns	1	12
1768556 FPL	W	30 St Johns	1	12
1777808 FPL	W	40 St Johns	1	12
1799474 FPL	W	30 St Johns	1	12
1805960 FPL	W	40 St Johns	1	12
1809398 FPL	W	35 St Johns	1	12
1820492 FPL	W	40 St Johns	1	12
1831400 FPL	W	40 St Johns	1	12
1831472 FPL	W	40 St Johns	1	12
1832216 FPL	W	30 St Johns	1	12
1838264 FPL	W	30 St Johns	1	12
1840232 FPL	W	40 St Johns	1	12
1844438 FPL	W	40 St Johns	1	12
1848128 FPL	W	45 St Johns	1	12
1851110 FPL	W	40 St Johns	1	12
1852808 FPL	W	40 St Johns	1	12
1858220 FPL	W	40 St Johns	1	12
1858262 FPL	W	35 St Johns	1	12
1860452 FPL	W	40 St Johns	1	12
1860908 FPL	W	40 St Johns	1	12
1865084 FPL	W	40 St Johns	1	12
1883408 FPL	W	40 Columbia	1	12
1903634 FPL	W	40 Columbia	1	12
1904828 FPL	W	30 Columbia	1	12
1908770 FPL	W	45 Columbia	1	12
1912220 FPL	W	40 Columbia	1	12

Topped pole

962611.0659	817705.3522	26.58022506500	-80.06237253400
962848.533	853338.5161	26.67823843500	-80.06084504100
962884.065	857242.281	26.68897593800	-80.06064823100
962960.082	767017.4621	26.44078564200	-80.06243753000
963420.0869	890630.206	26.78080568500	-80.05825070900
963757.062	876256.2521	26.74126034700	-80.05754427300
963792.0682	807058.3922	26.55091379300	-80.05899867400
963834.0631	869658.267	26.72310961200	-80.05745796000
964034.0621	845605.297	26.65694232400	-80.05738982300
964248.0708	853601.2781	26.67893282400	-80.05655372800
964349.0549	817547.38	26.57975541100	-80.05705893200
964425.0721	874095.266	26.73530248600	-80.05554681500
964805.0579	858969.2791	26.69368740300	-80.05472643400
964931.0751	855522.3041	26.68420314300	-80.05441877300
964994.0671	864847.2861	26.70985231500	-80.05401405400
966221.0659	849286.2929	26.66702320400	-80.05061070400
966261.0589	852256.3001	26.67519207900	-80.05042060500
966269.0639	790860.4259	26.50630640100	-80.05178879200
969619.0581	883320.2469	26.76057072800	-80.03942177300
970197.075	891543.2301	26.78317752700	-80.03745994500
970402.0608	889373.221	26.77720426000	-80.03688208500
970649.043	869945.2739	26.72375886200	-80.03657584400
971174.0409	895639.2189	26.79442387700	-80.03437040100
451662.8759	2088487.851	30.07694538700	-81.64656185200
495824.9919	2030784.948	29.91889452300	-81.50613838000
500699.9819	2026213.959	29.90638382100	-81.49068881100
517627.967	2030831.929	29.91926990700	-81.43731733200
523709.9431	2011573.962	29.86637777000	-81.41789828400
529858.9459	2025602.937	29.90501393200	-81.39865228000
546272.6269	2017985.367	29.88421381700	-81.34677612400
552504.833	2020230.244	29.89043692900	-81.32713067300
552523.895	2020034.969	29.88990011800	-81.32706876600
552712.6082	2014369.298	29.87432228000	-81.32642250300
554678.68	1997538.361	29.82805596700	-81.32007154300
555289.8989	2030237.934	29.91797723700	-81.31842939900
556688.8801	2017589.961	29.88320882100	-81.31390440700
558562.2031	2047212.146	29.96467667600	-81.30824407500
560735.8861	2020178.965	29.89035776600	-81.30115564800
561869.873	1950452.103	29.69862973400	-81.29701037100
566083.8741	2017188.977	29.88217339100	-81.28425574500
566104.8711	2010950.965	29.86502032400	-81.28414086900
568630.2929	2008839.093	29.85923001800	-81.27615744400
569119.8591	1997021.99	29.82673853600	-81.27452411700
571553.8431	1984738.025	29.79297559000	-81.26675841600
116089.7609	2132773.72	30.18916748900	-82.70933418300
134994.7431	2132787.729	30.18997209500	-82.64952212600
135550.7132	2126476.751	30.17264816100	-82.64747435700
137430.7291	2128580.749	30.17850569600	-82.64162304000
138335.7141	2133714.729	30.19265256400	-82.63899372700

PUBLIC VERSION

1912478 FPL	W	40 Columbia	1	12
1931948 FPL	W	45 Columbia	1	12
1932566 FPL	W	40 Columbia	1	12
1935614 FPL	W	40 Columbia	1	12
1939322 FPL	W	40 Columbia	1	12
1940408 FPL	W	40 Columbia	1	12
2071178 FPL	W	45 Putnam	1	12
2095310 FPL	W	45 Clay	1	12
2163434 FPL	W	40 Clay	1	12
2177264 FPL	W	45 Nassau	1	12
2212916 FPL	W	35 Putnam	1	12
2213834 FPL	W	45 Putnam	1	12
2217302 FPL	W	40 Putnam	1	12
2222096 FPL	W	45 Putnam	1	12
2227124 FPL	W	45 Putnam	1	12
2235488 FPL	C	35 Putnam	1	12
2243714 FPL	W	45 Putnam	1	12
2244464 FPL	W	40 Putnam	1	12
2246066 FPL	C	45 Putnam	1	12
2249564 FPL	W	40 Nassau	1	12
2250638 FPL	W	40 Nassau	1	12
2254382 FPL	W	40 Putnam	1	12
2258240 FPL	W	35 Putnam	1	12
2270852 FPL	W	30 Nassau	1	12
2274062 FPL	W	45 Putnam	1	12
2281124 FPL	W	45 Putnam	1	12
2286932 FPL	W	45 Nassau	1	12
2289488 FPL	W	40 Nassau	1	12
2290634 FPL	W	40 Putnam	1	12
2291942 FPL	W	40 Nassau	1	12
2293988 FPL	W	45 Nassau	1	12
2299292 FPL	W	40 Nassau	1	12
2301302 FPL	W	40 Nassau	1	12
2309840 FPL	C	50 Nassau	1	12
2340920 FPL	W	40 Flagler	1	12
2346326 FPL	W	45 Flagler	1	12
2350850 FPL	W	40 Seminole	1	12
2356214 FPL	W	40 Flagler	1	12
2361812 FPL	W	40 Seminole	1	12
2362286 FPL	W	40 Seminole	1	12
2366732 FPL	W	45 Seminole	1	12
2372132 FPL	W	45 Flagler	1	12
2372744 FPL	W	45 Volusia	1	12
2379770 FPL	W	45 Flagler	1	12
2412710 FPL	W	40 Seminole	1	12
2427110 FPL	W	45 Seminole	1	12
2440232 FPL	W	35 Seminole	1	12
2453702 FPL	W	40 Flagler	1	12
2454842 FPL	W	45 Flagler	1	12

Pole Change Out

138394.736	2131158.73	30.18562957900	-82.63869063800
147269.7179	2129046.726	30.18017240200	-82.61051727500
147562.697	2150471.683	30.23907223700	-82.61054932000
149937.6919	2132460.729	30.18965955500	-82.60222856800
154393.392	2133807.871	30.19353385500	-82.58819017000
156360.6781	2115890.781	30.14436135700	-82.58117895200
334088.341	1913521.173	29.59353745700	-82.01337824300
359114.4721	2054496.219	29.98172450200	-81.93825443900
400861.403	2062309.425	30.00408027100	-81.80658050200
428111.8068	2283878.634	30.61376635000	-81.72496502700
446386.1151	1949194.1	29.69385563000	-81.66071355900
446656.3902	1935579.397	29.65642323200	-81.65961796900
447483.7829	1933042.525	29.64946044900	-81.65696786700
448536.1101	1928420.159	29.63676652600	-81.65357306300
449974.1001	1934088.127	29.65237419200	-81.64914684500
452282.1	1932963.129	29.64931611400	-81.64186145600
454933.079	1932010.145	29.64673578500	-81.63349980100
455207.98	1932837.539	29.64901504100	-81.63264866500
455986.0949	1931571.137	29.64554441900	-81.63017748400
458180.0869	2300022.401	30.65864855100	-81.62967377800
459018.373	2299137.265	30.65622791200	-81.62699214400
461464.0699	1946786.1	29.68746259200	-81.61318719100
463266.5269	1909364.784	29.58458889500	-81.60689363200
467574.0639	2276611.457	30.59442487900	-81.59940203900
468689.2201	1877848.574	29.49800207300	-81.58933099200
471905.2238	1882424.811	29.51063037200	-81.57929366800
474522.049	2279922.441	30.60362786300	-81.57737436800
475568.6352	2284705.24	30.61679228600	-81.57412542100
476342.0591	1913348.175	29.59572410500	-81.56581901500
477052.0311	2311741.374	30.69114501100	-81.56984571400
478465.0529	2283537.428	30.61362184700	-81.56489942400
482772.066	2305368.782	30.67370306200	-81.55154888700
484219.044	2260354.469	30.54996079200	-81.54625127700
489686.8481	2287135.452	30.62366424400	-81.52928153700
529971.84	1850457.257	29.42339197900	-81.39640317600
535299.6181	1858434.275	29.44537707300	-81.37974960200
539068.935	1627490.741	28.81029858700	-81.36565317400
543079.9171	1823970.368	29.35066996500	-81.35497612300
546540.901	1635835.738	28.83331023400	-81.34239657100
546861.8981	1635911.722	28.83352174700	-81.34139469900
549864.9101	1618746.959	28.78633838000	-81.33186587000
552931.9972	1866731.634	29.46834086400	-81.32442459800
553064.904	1639975.723	28.84474621400	-81.32205550200
557167.7498	1816161.23	29.32930513800	-81.31069060200
568870.876	1618054.769	28.78456745300	-81.27252686500
571424.8411	1601473.798	28.73898147900	-81.26443889300
573355.8412	1623906.759	28.80068935200	-81.25856531700
575133.856	1865636.262	29.46548041300	-81.25464689700
575280.837	1910509.171	29.58887903800	-81.25449370000

FPL00229

PUBLIC VERSION

2524850 FPL	W	40 Flagler	1	12
2525222 FPL	W	40 Flagler	1	12
2550860 FPL	W	45 Flagler	1	12
2560094 FPL	W	45 Flagler	1	12
2568512 FPL	W	40 Flagler	1	12
2588324 FPL	W	45 Flagler	1	24
2589068 FPL	W	30 Seminole	1	12
2592782 FPL	W	45 Flagler	1	12
2594912 FPL	W	45 Volusia	1	12
2598008 FPL	W	30 Flagler	1	12
2598668 FPL	W	40 Seminole	1	12
2605496 FPL	W	40 Seminole	1	12
2607200 FPL	W	30 Volusia	1	12
2608940 FPL	W	45 Seminole	1	12
2610296 FPL	W	40 Volusia	1	12
2613254 FPL	W	40 Seminole	1	12
2619368 FPL	W	45 Volusia	1	12
2620520 FPL	W	35 Seminole	1	12
2627096 FPL	W	40 Seminole	1	12
2629154 FPL	W	35 Volusia	1	12
2638352 FPL	W	35 Volusia	1	12
2641868 FPL	W	35 Seminole	1	12
2648786 FPL	W	40 Volusia	1	12
2653724 FPL	W	45 Volusia	1	12
2654054 FPL	W	45 Volusia	1	12
2657090 FPL	W	40 Volusia	1	12
2657456 FPL	W	40 Volusia	1	12
2661794 FPL	W	45 Volusia	1	12
2663102 FPL	W	40 Volusia	1	12
2674448 FPL	W	40 Volusia	1	12
2680322 FPL	W	40 Volusia	1	12
2683712 FPL	W	45 Volusia	1	12
2685566 FPL	W	40 Volusia	1	12
2692790 FPL	W	35 Volusia	1	12
2696624 FPL	W	40 Volusia	1	12
2699048 FPL	W	40 Volusia	1	12
2702726 FPL	W	35 Volusia	1	12
2703152 FPL	W	45 Volusia	1	12
2714336 FPL	W	40 Volusia	1	12
2722478 FPL	W	35 Volusia	1	12
2723276 FPL	W	35 Volusia	1	12
2739854 FPL	W	35 Volusia	1	12
2741174 FPL	W	45 Volusia	1	12
2742506 FPL	W	40 Volusia	1	12
2747726 FPL	W	30 Volusia	1	12
2754158 FPL	W	45 Volusia	1	12
2764556 FPL	C	45 Volusia	1	12
2765282 FPL	C	45 Volusia	1	12
2766308 FPL	W	35 Volusia	1	12

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Pole Change Out
Pole Change Out

586205.6511	1899516.148	29.55871047700	-81.22005564100
586287.836	1911944.175	29.59288705200	-81.21987118200
591667.8121	1920361.153	29.61605999500	-81.20298993900
594587.82	1911811.17	29.59256198300	-81.19375534700
597492.8011	1803728.381	29.29534886900	-81.18407803100
607910.7921	1855171.29	29.43685907500	-81.15160358200
608372.799	1618761.756	28.78670438000	-81.14921114400
610620.9569	1867100.039	29.46967240800	-81.14313537600
611847.7921	1632281.742	28.82389932900	-81.13841166600
613681.7769	1875182.995	29.49191035200	-81.13354555700
613915.7659	1602023.797	28.74068844900	-81.13184864600
616409.758	1596294.806	28.72493945500	-81.12404743600
617136.7569	1807913.379	29.30692854300	-81.12246367500
617889.7741	1605525.792	28.75033144400	-81.11945854800
618309.7539	1637644.723	28.83866803500	-81.11824750700
619272.7769	1599990.796	28.73511238800	-81.11512574300
621398.7569	1789628.409	29.25665533300	-81.10903776900
622015.7829	1573517.818	28.66231074700	-81.10649280200
625163.021	1604842.164	28.74846942900	-81.09675825000
626130.7349	1793498.414	29.26730940400	-81.09420766900
629630.7279	1729314.553	29.09080424000	-81.08308794700
631054.7408	1626801.733	28.80887609700	-81.07841666600
633601.718	1658685.692	28.89656905100	-81.07052267200
634685.7378	1661666.69	28.90476918700	-81.06714017300
634768.0211	1797673.111	29.27880645600	-81.06712513700
635536.7211	1782914.446	29.23822021100	-81.06468836600
635625.7301	1772101.443	29.20848362100	-81.06439067400
636601.6789	1819329.498	29.33836546500	-81.06140903800
636895.74	1811531.383	29.31692070600	-81.06047345100
639621.621	1786134.551	29.24708134600	-81.05188454800
641070.732	1783032.425	29.23855193100	-81.04733651400
641910.56	1787590.519	29.25108796600	-81.04470865600
642384.706	1788945.438	29.25481458800	-81.04322334200
643907.701	1766176.455	29.19219928400	-81.03842381100
644574.6951	1774656.457	29.21552071000	-81.03634159700
644973.152	1781378.885	29.23400832600	-81.03509880600
645566.72	1765360.478	29.18995665400	-81.03322352400
645635.7159	1773047.438	29.21109661700	-81.03301405900
647625.7061	1788869.421	29.25460983900	-81.02678737200
648945.29	1788541.37	29.25370843900	-81.02264893100
649053.6881	1772488.45	29.20956156100	-81.02229942700
652516.7061	1753859.484	29.15833127400	-81.01143839800
652831.863	1753817.523	29.15821595700	-81.01045097200
653080.4189	1777293.493	29.22277738900	-81.00967828400
654574.2151	1774980.768	29.21641743700	-81.00499484800
656721.6849	1770108.468	29.20301822300	-80.99826306300
660092.085	1761105.73	29.17825919900	-80.98770166900
660332.6679	1760535.816	29.17669180100	-80.98694795400
660768.6909	1737765.521	29.11407054600	-80.98559035000

FPL00230

2766536 FPL	W	40 Volusia	1	12
2768762 FPL	W	35 Volusia	1	12
2770124 FPL	W	40 Volusia	1	12
2772170 FPL	W	45 Volusia	1	12
2778824 FPL	W	35 Volusia	1	12
2799098 FPL	W	35 Volusia	1	12
2799668 FPL	W	45 Volusia	1	12
2801414 FPL	W	40 Volusia	1	12
2809562 FPL	W	40 Brevard	1	12
2812550 FPL	W	40 Volusia	1	12
2815730 FPL	W	40 Volusia	1	12
2818214 FPL	W	45 Volusia	1	12
2825792 FPL	W	40 Brevard	1	12
2828954 FPL	W	40 Brevard	1	12
2829554 FPL	W	40 Brevard	1	12
2830466 FPL	W	35 Brevard	1	12
2841434 FPL	W	40 Volusia	1	12
2844434 FPL	W	30 Brevard	1	12
2845256 FPL	W	40 Brevard	1	12
2846498 FPL	W	35 Volusia	1	12
2857346 FPL	W	45 Brevard	1	12
2868482 FPL	W	40 Brevard	1	12
2881646 FPL	W	Brevard	1	12
2885324 FPL	W	40 Brevard	1	12
2886896 FPL	W	40 Brevard	1	12
2894780 FPL	W	35 Brevard	1	12
2906978 FPL	W	40 Brevard	1	12
2922848 FPL	W	45 Brevard	1	12
2928266 FPL	W	40 Brevard	1	12
2929220 FPL	W	40 Brevard	1	12
2930270 FPL	W	40 Brevard	1	12
2932676 FPL	W	40 Brevard	1	12
2932742 FPL	W	45 Brevard	1	12
2933456 FPL	C	45 Brevard	1	12
2939048 FPL	W	40 Brevard	1	12
2945360 FPL	W	40 Brevard	1	12
2947550 FPL	W	45 Brevard	1	12
2949530 FPL	W	40 Brevard	1	12
2962202 FPL	W	30 Brevard	1	12
2964530 FPL	W	35 Brevard	1	12
2970086 FPL	W	35 Brevard	1	12
2970548 FPL	W	45 Brevard	1	12
2975516 FPL	W	45 Brevard	1	12
2975954 FPL	W	40 Brevard	1	12
2979224 FPL	W	40 Brevard	1	12
2980058 FPL	W	35 Brevard	1	12
2980364 FPL	W	40 Brevard	1	12
2983898 FPL	W	40 Brevard	1	12
2997026 FPL	W	40 Brevard	1	12

660848.678	1745522.493	29.13540321300	-80.98533682500
661746.6749	1739531.527	29.11892693700	-80.98252672900
662319.6721	1737578.513	29.11355563900	-80.98073316200
663674.6559	1740567.516	29.12177512200	-80.97648784400
669242.6569	1743940.705	29.13104763900	-80.95904528800
684232.621	1687648.626	28.97621298300	-80.91222397800
684408.6371	1691596.617	28.98707033600	-80.91166424900
684972.6451	1695695.624	28.99834218300	-80.90989030800
687772.6399	1590706.825	28.70959180300	-80.90140396200
688698.6219	1688295.639	28.97798254900	-80.89825444100
689930.608	1686683.635	28.97354626500	-80.89440573700
690964.6279	1677133.654	28.94727938700	-80.89119929900
694750.6112	1565373.871	28.63990072500	-80.87971495900
696257.597	1611826.763	28.76765572800	-80.87486494200
696540.995	1607414.535	28.75552007200	-80.87399493300
696932.595	1599190.798	28.73290134500	-80.87280015800
700712.6071	1650033.708	28.87272071300	-80.86081968200
701349.5809	1589477.825	28.70617419500	-80.85905362600
701560.6041	1585208.837	28.69443252400	-80.85841114000
701838.5891	1659755.67	28.89945457800	-80.85726502400
704658.4978	1594895.531	28.72106331200	-80.84870997500
706868.5991	1575045.866	28.66646294400	-80.84189661100
709846.7749	1563009.177	28.63334711100	-80.83266222200
710643.329	1501227.772	28.46342324600	-80.83045144700
710988.5711	1562194.874	28.63110307500	-80.82910646700
712875.5749	1489286.031	28.43056990900	-80.82355843000
715050.5709	1462926.077	28.35806015700	-80.81691579500
717688.5581	1555704.795	28.61322532700	-80.80825313100
718438.031	1503124.815	28.46860844500	-80.80618207500
718634.5529	1537719.923	28.56375670900	-80.80539580000
718812.5709	1454497.091	28.33486059300	-80.80526100700
719128.548	1475595.047	28.39288753900	-80.80417227100
719131.567	1500057.991	28.46017040700	-80.80403900300
719249.2502	1548192.934	28.59255827600	-80.80342729100
720276.8731	1507132.058	28.47962161100	-80.80043796500
722242.5509	1511216.991	28.49084759000	-80.79429738600
722997.5691	1520573.96	28.51657910900	-80.79189640900
723697.568	1488885.014	28.42941915000	-80.78988919300
727439.555	1514233.979	28.49911997500	-80.77810098000
728482.5319	1467345.064	28.37015176000	-80.77512660200
730378.6898	1467823.147	28.37145683400	-80.76922743200
730631.544	1480419.054	28.40609939400	-80.76836585400
732573.5339	1502492.992	28.46680088900	-80.76218926300
732786.5259	1475702.035	28.39311412600	-80.76169145500
734221.5299	1471632.063	28.38191216700	-80.75725368400
734474.7771	1474657.812	28.39023280400	-80.75644707900
734588.5239	1465101.072	28.36394720900	-80.75615342600
735694.526	1470912.052	28.37992360600	-80.75267732500
738642.5181	1462461.084	28.35666301800	-80.74356526400

PUBLIC VERSION

2998064 FPL	W	40 Brevard	1	12	
3007184 FPL	W	40 Brevard	1	12	
3011696 FPL	W	40 Brevard	1	12	24
3018572 FPL	W	40 Brevard	1	12	
3021866 FPL	W	40 Brevard	1	12	25
3033902 FPL	W	45 Brevard	1	12	
3036944 FPL	W	40 Brevard	1	12	
3040352 FPL	W	30 Brevard	1	12	
3042530 FPL	W	30 Brevard	1	12	
3043730 FPL	W	40 Brevard	1	12	
3060524 FPL	W	35 Brevard	1	12	
3064178 FPL	W	50 Brevard	1	12	
3069254 FPL	W	40 Brevard	1	12	
3073574 FPL	W	40 Brevard	1	12	
3084044 FPL	W	40 Brevard	1	12	
3086492 FPL	W	40 Brevard	1	12	
3087050 FPL	W	35 Brevard	1	12	
3093962 FPL	W	45 Brevard	1	12	
3108836 FPL	W	45 Brevard	1	12	
3110318 FPL	W	40 Brevard	1	12	
3126968 FPL	W	40 Brevard	1	12	
3148670 FPL	W	40 Brevard	1	12	
3158300 FPL	W	40 Brevard	1	12	
3165170 FPL	W	40 Brevard	1	12	
3203150 FPL	W	45 Brevard	1	12	
3204722 FPL	W	40 Brevard	1	12	
3210176 FPL	W	45 Brevard	1	12	
3226394 FPL	W	40 Brevard	1	12	
3226496 FPL	W	45 Brevard	1	12	
3238634 FPL	W	40 Brevard	1	12	
3244430 FPL	W	35 Brevard	1	12	
3251096 FPL	W	40 Brevard	1	12	
3260066 FPL	W	45 Brevard	1	12	34
3274598 FPL	W	40 Brevard	1	12	
3284258 FPL	W	50 Brevard	1	12	
3285362 FPL	W	40 Brevard	1	12	
3286226 FPL	W	45 Brevard	1	12	
3288788 FPL	W	40 Brevard	1	12	
3291746 FPL	W	35 Brevard	1	12	
3299864 FPL	W	35 Brevard	1	12	40
3300212 FPL	W	40 Brevard	1	12	
3301526 FPL	W	40 Brevard	1	12	
3304424 FPL	W	40 Brevard	1	12	
3306152 FPL	W	40 Brevard	1	12	
3311642 FPL	W	40 Brevard	1	12	
3312134 FPL	W	40 Brevard	1	12	
3315596 FPL	W	40 Brevard	1	12	
3317576 FPL	W	35 Brevard	1	12	
3323636 FPL	W	35 Brevard	1	12	

Port Canaveral Property

738830.5761	1465115.147	28.36396169200	-80.74296296600
740275.5201	1461223.062	28.35324830000	-80.73849625100
741202.5199	1471053.062	28.38027928200	-80.73554708000
742932.503	1451984.104	28.32782119300	-80.73029957300
743797.725	1459034.123	28.34720637000	-80.72756067900
746394.5039	1454126.094	28.33369087600	-80.71952291600
747135.5129	1504567.988	28.47242109900	-80.71685086300
748088.661	1384211.306	28.14138225700	-80.71476845600
748659.4928	1484017.045	28.41588835900	-80.71226034400
748875.5029	1470894.073	28.37979361100	-80.71168605200
751284.4879	1474884.058	28.39075159600	-80.70416393400
751698.5291	1490719.328	28.43430187700	-80.70275460700
752383.5011	1383268.231	28.13875995000	-80.70144888800
752842.4901	1370421.275	28.10342127100	-80.70012303300
754076.9361	1382390.542	28.13633432500	-80.69620115300
754375.2619	1355681.934	28.06287001100	-80.69548295800
754402.4928	1358322.283	28.07013216200	-80.69537804300
755250.228	1466585.387	28.36789963400	-80.69189566400
757473.4851	1417560.157	28.23304360200	-80.68537925000
757741.496	1359905.285	28.07446286900	-80.68501137800
760402.4808	1440760.111	28.29683238900	-80.67609004600
762987.4829	1383832.239	28.14023562300	-80.66854115900
764207.4611	1366184.276	28.09168579900	-80.66490658800
765070.484	1457984.092	28.34417023400	-80.66143439400
770114.6008	1320998.014	27.96735396000	-80.64699122400
770404.4631	1361805.282	28.07959308700	-80.64572597900
771297.4069	1386279.773	28.14690272000	-80.64273379100
774045.4992	1321997.094	27.97007019400	-80.63480422100
774059.442	1404520.19	28.19704968600	-80.63399219100
775921.25	1353655.79	28.05713266100	-80.62869455100
776857.4351	1361943.273	28.07991951400	-80.62571290600
777940.4379	1323448.337	27.97402934000	-80.62272369900
779237.4501	1362736.284	28.08208035800	-80.61832435400
781340.4321	1454806.08	28.33529455000	-80.61088590900
782267.3331	1356502.241	28.06490720600	-80.60899007200
782378.4221	1398671.218	28.18089089600	-80.60822417300
782486.4272	1481286.047	28.40811414000	-80.60705526100
782747.4499	1398878.206	28.18145692400	-80.60707660200
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783777.4351	1471153.062	28.38023310900	-80.60314317700
783831.4369	1406122.188	28.20137139900	-80.60363831800
783995.4461	1359217.295	28.07235958000	-80.60360424200
784348.9559	1395708.101	28.17272335200	-80.60213764600
784585.438	1358018.281	28.06905640600	-80.60178686600
785227.4318	1355258.28	28.06145925000	-80.59982426000
785274.413	1326078.352	27.98119909000	-80.59997535800
785698.4279	1393533.204	28.16672917000	-80.59797146400
785954.432	1396903.21	28.17599587000	-80.59714219300
786964.4359	1344670.309	28.03232123500	-80.59454768000

FPL00232

3324704 FPL	W	40 Brevard	1	12
3333926 FPL	W	40 Brevard	1	12
3340172 FPL	W	30 Brevard	1	12
3347504 FPL	W	40 Brevard	1	12
3351434 FPL	W	35 Brevard	1	12
3356012 FPL	W	40 Brevard	1	12
3362162 FPL	W	40 Brevard	1	12
3366968 FPL	W	35 Brevard	1	12
3369134 FPL	W	40 Brevard	1	12
3370568 FPL	W	35 Brevard	1	12
3376472 FPL	W	40 Brevard	1	12
3378752 FPL	W	40 Brevard	1	12
3381380 FPL	W	40 Brevard	1	12
3545330 FPL	C	60 Broward	1	12
3550160 FPL	W	40 Broward	1	12
3550172 FPL	W	35 Broward	1	12
3556292 FPL	W	40 Broward	1	12
3560366 FPL	C	40 Broward	1	12
3566637 FPL	C	45 Dade	1	12
3575373 FPL	C	55 Broward	1	12
3580419 FPL	W	45 Broward	1	12
3581013 FPL	W	50 Broward	1	12
3586935 FPL	W	45 Broward	1	12
3588285 FPL	C	50 Broward	1	12
3589491 FPL	W	45 Dade	1	12
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3591351 FPL	W	45 Dade	1	12
3593955 FPL	W	45 Dade	1	12
3596283 FPL	W	45 Broward	1	12
3608907 FPL	W	50 Broward	1	12
3608997 FPL	C	55 Broward	1	12
3610377 FPL	C	55 Broward	1	12
3611289 FPL	W	45 Broward	1	12
3626007 FPL	W	50 Dade	1	12
3642855 FPL	C	40 Dade	1	12
3649269 FPL	C	40 Dade	1	12
3650853 FPL	C	45 Dade	1	12
3653193 FPL	C	45 Broward	1	12
3664839 FPL	W	40 Broward	1	12
3669579 FPL	W	40 Dade	1	12
3669801 FPL	C	55 Dade	1	12
3671517 FPL	W	40 Broward	1	12
3676935 FPL	W	35 Broward	1	12
3677907 FPL	C	50 Broward	1	12
3681627 FPL	W	40 Broward	1	12
3684687 FPL	W	40 Broward	1	12
3687651 FPL	W	40 Broward	1	12
3689433 FPL	C	50 Broward	1	12
3695739 FPL	W	45 Dade	1	12

787166.4372	1286931.416	27.87350641000	-80.59451525900
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798885.4101	1358070.283	28.06905364600	-80.55744429200
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812071.3739	1325194.364	27.97850118600	-80.51696070800
815216.3811	1274028.456	27.83773365100	-80.50785411400
930197.3519	639223.0651	26.08984838500	-80.16507030300
927264.156	639059.7121	26.08945043300	-80.17400974100
931637.1449	638506.7279	26.08785226100	-80.16069789400
949218.114	663748.6719	26.15697098500	-80.10660917500
917250.1662	663849.6559	26.15782037900	-80.20405645600
918062.1731	585579.8322	25.94247998800	-80.20303870700
887492.2211	605068.803	25.99657942200	-80.29573974900
912420.1889	633177.736	26.07352047000	-80.21934096000
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938808.128	672059.6461	26.18002777600	-80.13817395400
944723.1099	700095.614	26.25704445900	-80.11955935600
867011.2581	563158.88	25.88156621600	-80.35871475300
916187.1762	522768.967	25.76970851300	-80.20989348300
865927.2701	435087.122	25.52921570800	-80.36388735300
858267.8369	506703.547	25.72635664300	-80.38610763200
923404.1571	643587.7221	26.10197407800	-80.18568336900
881486.2292	647208.7119	26.11260048900	-80.31334841800
881712.213	659351.6991	26.14600403000	-80.31246421900
891674.7249	676685.5561	26.19354284300	-80.28180490100
895840.1699	688199.3779	26.22515413500	-80.26890504200
917227.1678	578249.8271	25.92232815700	-80.20571470800
887014.2361	551094.8949	25.84809399100	-80.29807488900
917558.1711	583994.8291	25.93812787600	-80.20460158700
862933.969	451932.6588	25.57560317900	-80.37272309800
905336.1811	654422.706	26.13208233200	-80.24054299900
933632.1219	653480.6809	26.12901051900	-80.15432378200
810090.8011	426448.4578	25.50608404900	-80.53330243400
826769.0151	455892.3619	25.58692713800	-80.48238760400
862195.126	625785.0339	26.05392825900	-80.37244890200
904895.204	661247.693	26.15086544500	-80.24176569800
910750.5729	722853.3109	26.32024897300	-80.22279104300
923782.47	602530.651	25.98901661500	-80.18531175900
933176.1189	724966.5609	26.32567499600	-80.15429226500
939568.134	685147.6448	26.21601868800	-80.13559095900
947535.244	671199.8709	26.17750076500	-80.11158373500
866470.2808	452171.1101	25.57621286400	-80.36199187100

PUBLIC VERSION

3696723 FPL	W	45 Dade	1	12		
3698877 FPL	W	45 Dade	1	12		
3699057 FPL	W	35 Dade	1	12		
3699603 FPL	W	40 Dade	1	12	25	
3700707 FPL	W	40 Dade	1	12	32	
3703221 FPL	W	45 Dade	1	12		
3715683 FPL	W	40 Broward	1	12		
3722073 FPL	W	35 Broward	1	12		
3722199 FPL	W	45 Broward	1	12		
3722367 FPL	W	40 Broward	1	12		
3732405 FPL	W	40 Dade	1	12		
3732783 FPL	W	40 Dade	1	12		
3735669 FPL	W	35 Dade	1	12		
3737013 FPL	W	35 Dade	1	12		
3738141 FPL	W	40 Dade	1	12		
3738693 FPL	W	40 Dade	1	12		
3741693 FPL	C	50 Dade	1	12		
3742641 FPL	W	40 Dade	1	12		
3744663 FPL	W	35 Dade	1	12		
3745119 FPL	W	40 Dade	1	12	35	
3748149 FPL	W	45 Dade	1	12		
3750387 FPL	W	40 Dade	1	12		
3757269 FPL	W	40 Dade	1	12		
3773925 FPL	C	45 Broward	1	12		
3775611 FPL	W	50 Broward	1	12		
3778011 FPL	W	45 Broward	1	12		
3779961 FPL	W	40 Broward	1	12		
3791271 FPL	W	45 Broward	1	12		
3792831 FPL	W	45 Dade	1	12		
3794973 FPL	W	45 Dade	1	12		
3807981 FPL	C	50 Broward	1	12		
3808773 FPL	W	45 Broward	1	12		
3810519 FPL	W	45 Broward	1	12		
3812319 FPL	W	45 Broward	1	12		
3812589 FPL	W	45 Broward	1	12		
3814059 FPL	W	45 Broward	1	12		
3817749 FPL	W	45 Broward	1	12		
3819465 FPL	W	40 Dade	1	12		
3821307 FPL	W	45 Broward	1	12		
3824649 FPL	W	45 Broward	1	12		
3825861 FPL	C	55 Broward	1	12		
3826209 FPL	C	50 Broward	1	12		
3833367 FPL	W	45 Dade	1	12	32	
3835587 FPL	W	45 Dade	1	12		
3837363 FPL	C	55 Dade	1	12		
3839049 FPL	C	55 Dade	1	12		
3840477 FPL	W	45 Dade	1	12		
3845847 FPL	C	50 Dade	1	12	32	
3856035 FPL	W	40 Dade	1	12		
900162.2079	568779.8661	25.89654990800	-80.25779508300			
854765.2849	459735.0711	25.59717465000	-80.39739618800			
857882.2731	504044.989	25.71904703900	-80.38731623200			
863394.2699	503746.9909	25.71815581700	-80.37057932500			
869045.276	457514.0781	25.59087897400	-80.35410143800			
890352.2209	501896.01	25.71268669900	-80.28873353000			
911245.191	596766.818	25.97336949500	-80.22357973900			
935567.1239	655216.7011	26.13375160900	-80.14839202800			
935774.112	614401.7561	26.02146458700	-80.14857382300			
935900.1289	654593.703	26.13203173200	-80.14738956700			
841282.306	583764.843	25.93858352700	-80.43669739500			
861233.2841	521228.9441	25.76628216500	-80.37689188600			
823487.3619	408519.1961	25.45661755300	-80.49289207300			
866398.2669	467282.0701	25.61778935400	-80.36198978800			
879081.2471	489516.0151	25.67878873300	-80.32315641200			
883115.2279	550874.8819	25.84754550000	-80.30993325000			
896113.2009	559400.8819	25.87080905600	-80.27026953600			
903548.1919	528819.9391	25.78655945500	-80.24819120900			
913913.165	563447.8879	25.88166074800	-80.21606611600			
915870.182	567503.8509	25.89278702700	-80.21004003500			
928285.7409	559999.3718	25.87193068500	-80.17242155100			
941557.1061	540863.9111	25.81905116900	-80.13244780100			
927393.158	592376.7999	25.96102012900	-80.17451585500			
910713.172	711270.7228	26.28838591100	-80.22311767600			
917791.1759	606234.7781	25.99930861000	-80.20348066300			
931415.3609	696410.122	26.24714891600	-80.16023328100			
953008.0999	682719.631	26.20908708800	-80.09465298500			
871155.2449	617329.769	26.03054519900	-80.34528736400			
877049.2302	491127.003	25.68324953400	-80.32930117200			
884626.1828	578818.1659	25.92440140700	-80.30488922100			
917912.173	701182.5868	26.26051287600	-80.20133773800			
918929.8551	659139.4951	26.14483414100	-80.19902458400			
923611.1439	624382.7401	26.04913644800	-80.18541840100			
928266.155	637780.712	26.08591433500	-80.17098185200			
928988.1351	674924.6341	26.18808555600	-80.16805848000			
931608.143	675121.6482	26.18858113000	-80.16006580100			
935868.1411	699211.5931	26.25477562200	-80.14659297000			
937249.1091	514647.9858	25.74700496100	-80.14605908600			
938663.017	637376.4481	26.08461672900	-80.13931608500			
941604.1201	717607.554	26.30527680900	-80.12871536500			
943688.1061	683548.632	26.21154377000	-80.12305864400			
944330.7878	693703.5329	26.23946750500	-80.12088864000			
876306.252	457666.0791	25.59119824100	-80.33206954500			
915701.1538	522101.9411	25.76788140400	-80.21138234700			
933145.1481	551760.9041	25.84918062700	-80.15780479600			
812078.3621	447145.1031	25.56301054000	-80.52705300100			
818172.3791	437209.1319	25.53561144500	-80.50867913000			
862934.264	405546.2031	25.44797604800	-80.37338505600			
866536.2591	521520.9711	25.76701574500	-80.36077487100			

FPL00234

PUBLIC VERSION

3860883 FPL	W	45 Dade	1	12	33
3861441 FPL	C	45 Dade	1	12	
3862407 FPL	W	45 Dade	1	12	33
3864831 FPL	W	45 Dade	1	12	
3865479 FPL	W	40 Dade	1	12	33
3866631 FPL	W	45 Dade	1	12	
3879831 FPL	W	40 Dade	1	12	33
3884571 FPL	W	45 Broward	1	12	
3884865 FPL	W	45 Broward	1	12	33
3885189 FPL	W	45 Broward	1	12	
3886119 FPL	W	40 Broward	1	12	33
3887259 FPL	W	45 Broward	1	12	
3888357 FPL	W	40 Broward	1	12	33
3891147 FPL	C	55 Broward	1	12	
3893109 FPL	C	45 Broward	1	12	33
3901167 FPL	W	45 Dade	1	12	
3904533 FPL	W	30 Dade	1	12	24
3907011 FPL	W	45 Dade	1	12	
3910323 FPL	C	50 Dade	1	12	24
3917097 FPL	W	40 Dade	1	12	
3924087 FPL	W	45 Broward	1	12	24
3929589 FPL	W	45 Dade	1	12	
3932349 FPL	W	40 Dade	1	12	24
3986151 FPL	C	40 Broward	1	12	
3986583 FPL	C	40 Broward	1	12	24
3987435 FPL	C	45 Broward	1	12	
3993171 FPL	C	40 Broward	1	12	24
3993435 FPL	C	40 Broward	1	12	
3997797 FPL	C	40 Dade	1	12	24
4001247 FPL	C	45 Broward	1	12	
4006341 FPL	C	50 Broward	1	12	24
4027479 FPL	C	55 Broward	1	12	
4033203 FPL	C	45 Broward	1	12	24
4033557 FPL	C	40 Broward	1	12	
4043697 FPL	C	45 Dade	1	12	28
4044477 FPL	C	45 Dade	1	12	
4045533 FPL	C	45 Dade	1	12	28
4053597 FPL	C	55 Broward	1	12	
4061889 FPL	C	55 Broward	1	12	28
4066719 FPL	W	40 Dade	1	12	
4068741 FPL	W	40 Dade	1	12	24
4070331 FPL	W	40 Dade	1	12	
4076379 FPL	W	35 Dade	1	12	24
4078977 FPL	W	35 Dade	1	12	
4080357 FPL	W	45 Dade	1	12	24
4080429 FPL	W	40 Dade	1	12	
4080819 FPL	W	35 Dade	1	12	24
4090887 FPL	W	40 Dade	1	12	
4092639 FPL	W	40 Broward	1	12	24

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902459.349	529216.231	25.78766680100	-80.25149321700
907031.6498	550772.2581	25.84689943900	-80.23721866300
919733.6261	568401.586	25.89519234600	-80.19827248700
922331.5504	538531.1749	25.81297051600	-80.19093013000
939908.1261	581085.8451	25.92973568500	-80.13665605400
920328.1459	584391.8431	25.93917358800	-80.19616593900
935154.133	698650.6041	26.25324528600	-80.14878256800
935510.1359	618607.752	26.03304024100	-80.14929414100
935809.1189	603278.78	25.99086397100	-80.14868789100
936098.1271	620303.746	26.03769545100	-80.14746990700
936912.135	643541.7241	26.10160927800	-80.14452669900
937633.131	601137.806	25.98494123100	-80.14317825800
940186.5379	618229.4391	26.03191494400	-80.13506161200
942179.1189	697714.6151	26.25054181700	-80.12736980000
906501.6309	559502.1291	25.87092532600	-80.23867629900
847283.312	435184.1359	25.52971717700	-80.42042291200
901190.093	567350.4401	25.89260127400	-80.25469328100
884015.2261	492759.0211	25.68764091300	-80.30812446100
928855.1302	494820.0071	25.69260179300	-80.17193610100
932766.146	668990.6562	26.17169411200	-80.15665627800
847557.2941	435336.1369	25.53013210500	-80.41959005600
855099.2741	444880.1139	25.55629890500	-80.39658774800
913021.172	662701.6599	26.15473286000	-80.21696919600
915122.1848	693800.6131	26.24025207700	-80.20998755200
918949.146	662046.674	26.15283158500	-80.19891118000
949458.107	678120.6579	26.19650327200	-80.10557588400
949948.1001	678431.6481	26.19734949400	-80.10407519200
917407.154	544090.906	25.82834882600	-80.20579583500
869246.2599	622096.7539	26.04368624100	-80.35102841400
892412.224	632672.7501	26.07244797700	-80.28029857200
926636.1379	623169.7511	26.04574718200	-80.17622893300
941487.1259	652386.6871	26.12585847800	-80.13040720200
942213.109	719259.552	26.30981003800	-80.12682256300
869992.2561	502996.9921	25.71600442800	-80.35055112600
903259.7739	568962.7719	25.89700459100	-80.24837008300
917572.1799	544847.9261	25.83042877200	-80.20528026400
924341.524	604860.666	25.99541710500	-80.18356569800
932427.1371	604524.7749	25.99435201400	-80.15895835800
880382.2281	534197.619	25.80170159800	-80.31850559700
814440.3649	469352.0459	25.62408796400	-80.51964422500
870186.2511	452091.09	25.57594311500	-80.35072026500
868714.2731	507645.9989	25.72881247600	-80.35436348400
902084.186	557977.8861	25.86680170100	-80.25213624700
917234.156	584384.8221	25.93920620600	-80.20558027600
918271.1621	561837.8849	25.87715917600	-80.20284200900
923983.1579	552879.8979	25.85241802400	-80.18563994300
914985.1769	539406.9261	25.81550243100	-80.21324359100
917752.1671	610694.776	26.01157916300	-80.20351665500

FPL00235

PUBLIC VERSION

4255395 FPL	W	40 Broward	1	12
4275855 FPL	W	40 Broward	1	12
4277667 FPL	W	40 Broward	1	12
4278213 FPL	W	30 Broward	1	12
4292991 FPL	W	35 Broward	1	12
4300197 FPL	W	35 Broward	1	12
4308981 FPL	W	30 Broward	1	12
4314405 FPL	W	30 Broward	1	12
4321659 FPL	W	40 Broward	1	12
4331919 FPL	W	35 Broward	1	12
4338363 FPL	W	35 Broward	1	12
4341789 FPL	W	30 Broward	1	12
4354911 FPL	W	30 Broward	1	12
4365543 FPL	W	30 Broward	1	12
4366593 FPL	W	30 Broward	1	12
4382841 FPL	W	30 Broward	1	12
4384635 FPL	W	40 Dade	1	12
4394817 FPL	W	40 Dade	1	12
4399761 FPL	W	40 Dade	1	12
4400331 FPL	W	45 Dade	1	12
4409061 FPL	W	40 Broward	1	12
4414905 FPL	W	50 Broward	1	12
4427181 FPL	W	40 Broward	1	12
4429635 FPL	W	40 Dade	1	12
4435587 FPL	W	40 Dade	1	12
4435917 FPL	W	40 Dade	1	12
4440789 FPL	W	40 Dade	1	12
4441383 FPL	W	40 Dade	1	12
4441599 FPL	W	40 Dade	1	12
4441827 FPL	W	40 Dade	1	12
4442853 FPL	W	40 Dade	1	12
4445715 FPL	W	40 Dade	1	12
4449963 FPL	W	40 Dade	1	12
4455849 FPL	W	40 Dade	1	12
4456815 FPL	W	45 Dade	1	12
4458537 FPL	W	40 Dade	1	12
4460937 FPL	W	40 Dade	1	12
4462053 FPL	W	40 Dade	1	12
4463199 FPL	W	40 Dade	1	12
4463787 FPL	W	40 Dade	1	12
4466361 FPL	W	35 Dade	1	12
4471611 FPL	W	40 Dade	1	12
4472991 FPL	C	55 Dade	1	12
4479981 FPL	W	50 Dade	1	12
4481373 FPL	W	35 Broward	1	12
4483857 FPL	W	40 Broward	1	12
4488543 FPL	W	40 Broward	1	12
4490007 FPL	W	45 Broward	1	12
4490127 FPL	W	35 Broward	1	12

31

28

29

28

57

927066.157	655633.695	26.13504956000	-80.17429266400
931591.148	647923.7039	26.11375949600	-80.16065310900
932010.1429	639012.7309	26.08923767900	-80.15955159400
932132.1249	638952.7241	26.08907043300	-80.15918114600
934534.1211	650570.713	26.12098898700	-80.15163267100
935901.1131	672214.6661	26.18050703700	-80.14703411300
937310.1329	668164.6739	26.16934001300	-80.14281959700
938090.1179	695654.612	26.24495006400	-80.13988606300
939260.129	613723.7719	26.01953650400	-80.13797317900
941091.129	685295.6429	26.21639782600	-80.13094302500
942372.131	612848.774	26.01707252900	-80.12851567100
943062.1231	654945.7039	26.13286928800	-80.12555497300
946040.102	644786.7019	26.10486656400	-80.11668920100
949119.0991	717965.5579	26.30612048700	-80.10577081800
949446.0991	706951.571	26.27581566100	-80.10500536100
956772.1019	716179.571	26.30105989200	-80.08245122300
823361.3451	398657.207	25.42948389500	-80.49338752800
898585.965	524058.7278	25.77353744800	-80.26335170500
905516.2001	555899.8718	25.86103056500	-80.24173626300
906306.192	537759.915	25.81111157600	-80.23965310400
917257.155	610531.7839	26.01113905100	-80.20502679100
928601.128	623651.738	26.04703890400	-80.17023529200
951240.0919	675125.6511	26.18823025600	-80.10020535600
873461.2449	454336.0989	25.58207548800	-80.34075142900
815571.3669	429872.138	25.51545031800	-80.51664802500
818201.3488	441222.116	25.54665263800	-80.50854626600
933060.3803	490858.7247	25.68163049800	-80.15924371400
823710.3601	451852.0809	25.57584317600	-80.49171436200
824160.3589	451863.1048	25.57586876000	-80.49034908600
825361.3411	405665.1989	25.44874515500	-80.48724591900
840300.3201	443288.122	25.55209680800	-80.44149541000
861100.246	446249.435	25.55999027100	-80.37836661900
874082.241	454740.1011	25.58317853500	-80.33886137700
895659.1988	495559.0152	25.69517245600	-80.27272214000
898510.2099	502840.9891	25.71516357500	-80.26394166100
903936.1839	527077.9479	25.78176076900	-80.24704241500
909261.1729	554476.876	25.85705573200	-80.23037404800
911617.1718	520812.9669	25.76440187900	-80.22381406700
914751.1561	544082.901	25.82837071000	-80.21386997000
916682.1561	537463.9179	25.81012886300	-80.20812103200
926036.1401	553139.9039	25.85309819500	-80.17939291000
856469.2841	520144.9571	25.76336103600	-80.39138221900
817812.1429	419255.5588	25.48621670300	-80.50997216500
898637.2109	533491.9439	25.79948952400	-80.26303560000
902911.186	657920.698	26.14174434300	-80.24787213200
907830.1719	599052.8039	25.97971392900	-80.23393307900
916400.1679	603116.805	25.99075399500	-80.20777282300
918515.1571	605960.796	25.99854270300	-80.20128175300
918627.3619	664826.426	26.16048424500	-80.19983989300

FPL00236

4491051 FPL	W	40 Broward	1	12
4495359 FPL	C	45 Broward	1	12
4496937 FPL	W	40 Broward	1	12
4498617 FPL	W	40 Broward	1	12
4499697 FPL	W	45 Broward	1	12
4503375 FPL	W	40 Broward	1	12
4504113 FPL	W	40 Broward	1	12
4504959 FPL	W	40 Broward	1	12
4506297 FPL	W	40 Broward	1	12
4508583 FPL	W	40 Dade	1	12
4510737 FPL	W	40 Dade	1	12
4513233 FPL	W	40 Dade	1	12
4514613 FPL	W	35 Dade	1	12
4519917 FPL	W	40 Dade	1	12
4519923 FPL	W	50 Dade	1	12
4522149 FPL	W	45 Dade	1	12
4522923 FPL	W	35 Dade	1	12
4527297 FPL	W	35 Dade	1	12
4530411 FPL	W	30 Dade	1	12
4530897 FPL	W	40 Dade	1	12
4533849 FPL	C	50 Dade	1	12
4533975 FPL	W	45 Dade	1	12
4537167 FPL	W	40 Dade	1	12
4538175 FPL	W	45 Dade	1	12
4540179 FPL	W	40 Dade	1	12
4540773 FPL	W	35 Dade	1	12
4548243 FPL	W	45 Dade	1	12
4550019 FPL	W	35 Dade	1	12
4550229 FPL	W	40 Dade	1	12
4550367 FPL	W	30 Dade	1	12
4551009 FPL	W	40 Dade	1	12
4552689 FPL	W	45 Dade	1	12
4557069 FPL	W	45 Dade	1	12
4557501 FPL	C	50 Dade	1	12
4559109 FPL	W	40 Dade	1	12
4562025 FPL	W	40 Dade	1	12
4562931 FPL	W	45 Dade	1	12
4563267 FPL	W	45 Dade	1	12
4566279 FPL	W	40 Dade	1	12
4566339 FPL	W	40 Dade	1	12
4566567 FPL	W	40 Dade	1	12
4566687 FPL	W	40 Dade	1	12
4566981 FPL	W	40 Dade	1	12
4567377 FPL	W	40 Dade	1	12
4568535 FPL	W	40 Dade	1	12
4568637 FPL	W	40 Dade	1	12
4575825 FPL	W	40 Dade	1	12
4577589 FPL	W	35 Dade	1	12
4579515 FPL	W	35 Dade	1	12

919632.1499	645040.7041	26.10603575000	-80.19714912800
930087.149	653693.7051	26.12965954500	-80.16512331300
932728.1211	654772.7059	26.13258104500	-80.15705330600
934835.1379	661085.6851	26.14991041500	-80.15050606500
936192.123	618627.7651	26.03308305600	-80.14721701300
940350.12	693489.6229	26.23895282500	-80.13303587200
941457.1059	608430.771	26.00493516500	-80.13139107600
943347.1291	668454.6671	26.17002701600	-80.12440903900
947882.0931	677880.6321	26.19587277000	-80.11038667700
853090.1901	510079.6219	25.73571071200	-80.40178788500
882160.2429	488365.0332	25.67557837900	-80.31382617400
904274.175	545299.893	25.83188771400	-80.24569797800
912885.1821	545212.9181	25.83151016600	-80.21952197900
909814.912	537824.514	25.81123312900	-80.22898725500
910178.1659	569442.8569	25.89821479300	-80.22731792700
878747.2579	555474.873	25.86026363700	-80.32314188500
890028.2058	522803.941	25.77021453200	-80.28937551200
840388.312	421073.173	25.49097317400	-80.44151150700
864690.265	512605.963	25.74251247300	-80.36651396500
865878.2551	464911.0781	25.61127282000	-80.36360239800
875163.2431	500967.9938	25.71035124000	-80.33487718000
875645.2631	493724.0119	25.69041422100	-80.33352427400
884723.2299	540662.9269	25.81942676300	-80.30520825300
886354.2309	511586.969	25.73940785200	-80.30071958500
888888.215	483804.019	25.66293225100	-80.29347345400
889793.2329	561123.8771	25.87564472900	-80.28946047600
896875.2069	519502.963	25.76102970400	-80.26862674800
898154.207	557632.8739	25.86591358900	-80.26409290000
898303.1899	555708.8949	25.86061805500	-80.26367265800
898414.213	519747.976	25.76168022500	-80.26394673600
898901.1871	504717.0021	25.72031894900	-80.26272242200
900498.2312	571921.329	25.90518738500	-80.25671885600
905212.1981	558241.895	25.86747871600	-80.24261959300
905706.1929	524605.939	25.77493181600	-80.24170705000
907132.1749	535688.9221	25.80540071400	-80.23717902800
909539.1911	582901.8191	25.93525276300	-80.22902072100
910089.19	546338.9001	25.83465335700	-80.22800169300
910232.169	530441.95	25.79091553700	-80.22785063700
912532.1641	574303.838	25.91154975000	-80.22006982500
912624.159	549861.8921	25.84430456400	-80.22023165500
912927.1761	535612.938	25.80509819400	-80.21956745500
913081.3431	542859.478	25.82503223000	-80.21896814300
913522.188	545938.9009	25.83349705600	-80.21757235100
914167.1671	535560.9361	25.80493485000	-80.21579966800
915981.173	589900.8209	25.95440227000	-80.20929143400
916091.179	538753.9091	25.81368763000	-80.20989372900
922734.145	542459.905	25.82377227000	-80.18963288200
924281.156	564351.8559	25.88397389000	-80.18451726200
926177.6749	570948.366	25.90208918100	-80.17862376000

4579521 FPL	W	40 Dade	1	12
4580607 FPL	C	50 Dade	1	12
4582839 FPL	W	40 Dade	1	12
4596891 FPL	C	40 Broward	1	12
4597479 FPL	W	45 Broward	1	12
4599033 FPL	W	35 Broward	1	12
4604961 FPL	W	40 Broward	1	12
4606467 FPL	W	40 Broward	1	12
4612833 FPL	W	45 Dade	1	12
4614747 FPL	W	35 Dade	1	12
4618761 FPL	W	40 Dade	1	12
4620417 FPL	W	45 Dade	1	12
4637679 FPL	W	40 Dade	1	12
4640049 FPL	W	45 Dade	1	12
4647309 FPL	W	45 Dade	1	12
4651437 FPL	W	35 Dade	1	12
4659993 FPL	C	45 Dade	1	12
4672971 FPL	W	45 Dade	1	12
4681779 FPL	W	50 Dade	1	12
4709391 FPL	W	35 Broward	1	12
4724673 FPL	W	40 Dade	1	12
4728165 FPL	W	40 Dade	1	12
4728195 FPL	W	45 Dade	1	12
4731249 FPL	W	40 Dade	1	12
4735857 FPL	W	45 Broward	1	12
4747281 FPL	W	45 Dade	1	12
4752231 FPL	W	40 Dade	1	12
4754427 FPL	W	40 Dade	1	12
4755915 FPL	W	45 Dade	1	12
4757349 FPL	W	30 Dade	1	12
4760445 FPL	W	40 Broward	1	12
4763001 FPL	W	45 Broward	1	12
4773333 FPL	W	40 Dade	1	12
4776501 FPL	W	40 Dade	1	12
4779609 FPL	W	50 Broward	1	12
4782063 FPL	W	45 Broward	1	12
4787769 FPL	W	40 Dade	1	12
4793589 FPL	W	30 Dade	1	12
4892379 FPL	W	30 Dade	1	12
4916109 FPL	W	30 Dade	1	12
5099751 FPL	W	35 Dade	1	12
5119773 FPL	W	30 Dade	1	12
5125581 FPL	C	35 Dade	1	12
5140887 FPL	W	30 Dade	1	12
5234001 FPL	W	40 Dade	1	12
5272047 FPL	W	40 Dade	1	12
5282583 FPL	C	35 Dade	1	12
5287695 FPL	W	35 Dade	1	12
5299935 FPL	W	35 Dade	1	12

SL only pole

926189.1581	564261.863	25.88369357500	-80.17871615200
927448.1451	565516.8802	25.88712455900	-80.17486319800
931862.1451	565724.8519	25.88761973300	-80.16143451200
921977.158	722969.5511	26.32037888700	-80.18851820100
923929.681	613931.9739	26.02038012500	-80.18464709200
932052.1379	642299.699	26.09827950000	-80.15935902500
944717.106	670699.6419	26.17617742600	-80.12018610500
949043.12	654229.9255	26.13078842800	-80.10734181600
827719.341	456637.0779	25.58896592700	-80.47949550300
895822.2241	547791.9159	25.83887491200	-80.27135020800
809987.3889	401256.1851	25.43676909100	-80.53388311200
825921.0509	431277.254	25.51920956800	-80.48524969800
882622.2498	564048.871	25.88379715800	-80.31122205400
886277.2301	567640.8589	25.89362625300	-80.30004755500
892808.22	493922.0099	25.69071153100	-80.28140635500
896015.2021	548464.913	25.84072352100	-80.27075216100
903089.204	531565.931	25.79412146000	-80.24953845700
912119.1731	535414.9391	25.80456662300	-80.22202679300
919586.153	581069.8349	25.93004684500	-80.19848547400
923539.1631	649886.6921	26.11930051800	-80.18515187900
879736.232	470901.0589	25.62756405000	-80.32145754500
915626.154	524765.9449	25.77521183000	-80.21156179300
915658.2081	523717.6531	25.77232724900	-80.21148345800
844796.3091	434977.115	25.52917721700	-80.42796739000
931658.1429	650725.6989	26.12146667200	-80.16039387800
875719.245	498857.9908	25.70453829100	-80.33322096000
910961.1699	514171.9701	25.74614172200	-80.22592564900
918603.149	554850.891	25.85793135200	-80.20196151900
926703.1331	556708.8929	25.86290550000	-80.17729694400
941222.133	530039.9501	25.78927915200	-80.13368254900
931994.0671	609027.259	26.00674633000	-80.16018860200
949355.0892	654239.7021	26.13080943000	-80.10639085000
910743.191	539244.9179	25.81512593500	-80.22614037400
923945.1659	555507.8779	25.85964862400	-80.18570593000
918402.1648	644435.719	26.10439221700	-80.20090826100
935276.115	625998.748	26.05337742000	-80.14986013300
815499.3529	478594.055	25.64950590000	-80.51632785500
822723.3539	400811.206	25.43541722400	-80.49529595000
856226.2731	520152.962	25.76338614500	-80.39212046400
859546.2789	513158.98	25.74410111900	-80.38213264600
881064.248	513165.9681	25.74382836400	-80.31676417600
883305.2209	509018.9951	25.73238683600	-80.31002237800
883939.242	562400.8759	25.87924410300	-80.30724301700
885838.2211	510906.9831	25.73754454900	-80.30229799400
898172.2191	518331.968	25.75778817300	-80.26470596900
901663.1901	535472.9439	25.80489277200	-80.25380489800
902622.2098	507496.9831	25.72790972500	-80.25137308700
903042.19	540434.909	25.81852257600	-80.24952763700
904077.1941	540975.9191	25.81999472300	-80.24637213000

5301855 FPL	W	35 Dade	1	12
5321601 FPL	W	35 Dade	1	12
5334585 FPL	C	35 Dade	1	12
5343759 FPL	W	30 Dade	1	12
5345121 FPL	W	35 Dade	1	12
5351361 FPL	W	35 Dade	1	12
5378649 FPL	W	35 Dade	1	12
5389389 FPL	C	35 Dade	1	12
5392863 FPL	W	35 Dade	1	12
5404785 FPL	W	35 Dade	1	12
5408463 FPL	W	45 Dade	1	12
5412507 FPL	C	35 Dade	1	12
5470821 FPL	C	35 Dade	1	12
5479581 FPL	W	35 Dade	1	12
5480595 FPL	C	35 Dade	1	12
5487297 FPL	W	35 Dade	1	12
5491425 FPL	W	30 Dade	1	12
5519463 FPL	W	30 Dade	1	12
5527743 FPL	W	30 Dade	1	12
5557995 FPL	W	35 Dade	1	12
5667501 FPL	C	45 Broward	1	12
5671575 FPL	W	40 Dade	1	12
5671737 FPL	W	35 Broward	1	12
5675661 FPL	W	30 Broward	1	12
5679375 FPL	W	45 Broward	1	12
5683431 FPL	W	35 Broward	1	12
5686395 FPL	W	45 Broward	1	12
5686557 FPL	W	40 Broward	1	12
5686611 FPL	W	40 Broward	1	12
5687241 FPL	W	35 Dade	1	12
5696673 FPL	W	40 Dade	1	12
5703063 FPL	W	35 Broward	1	12
5710587 FPL	W	40 Broward	1	12
5712345 FPL	W	35 Broward	1	12
5712777 FPL	W	35 Broward	1	12
5717283 FPL	W	35 Broward	1	12
5718291 FPL	W	35 Broward	1	12
5721045 FPL	W	35 Broward	1	12
5721531 FPL	W	35 Broward	1	12
5721555 FPL	W	35 Broward	1	12
5724567 FPL	W	35 Broward	1	12
5724981 FPL	W	40 Broward	1	12
5727357 FPL	W	35 Broward	1	12
5727507 FPL	W	40 Broward	1	12
5728977 FPL	W	35 Broward	1	12
5732037 FPL	W	35 Broward	1	12
5733645 FPL	W	35 Broward	1	12
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5734485 FPL	W	35 Broward	1	12

904230.1791	526124.932	25.77913419400	-80.24616561100
905683.1949	555332.8779	25.85946801000	-80.24123843100
906692.182	534379.9349	25.80180644000	-80.23853933300
907470.1988	510651.964	25.73651338700	-80.23659250200
907588.1779	544593.923	25.82989280400	-80.23563582100
908079.1871	557705.8722	25.86595827000	-80.23391079600
910520.1931	533795.9459	25.80013838300	-80.22691549200
911397.192	544261.903	25.82891798100	-80.22406252500
911699.1599	552312.9039	25.85106279200	-80.22299989100
912703.1611	538668.9348	25.81350946000	-80.22019326700
913001.1589	535172.9451	25.80388648500	-80.21935052900
913331.1779	543548.912	25.82692490200	-80.21819622900
917548.1639	544359.9021	25.82908653600	-80.20536223700
918228.1501	546398.9069	25.83468485600	-80.20325757300
918322.1791	543923.9119	25.82787416700	-80.20301732400
918892.158	542623.9141	25.82428814300	-80.20130865200
919284.1519	570040.8541	25.89970974900	-80.19960918900
921552.1589	545055.8981	25.83093425500	-80.19317744100
922242.1509	564503.8569	25.88442679000	-80.19071566600
925207.1391	561501.8619	25.87611732200	-80.18175509400
949988.0931	674984.6399	26.18786616200	-80.10402579600
908181.1879	572564.8651	25.90683616800	-80.23333664400
895347.2251	625786.7399	26.05345887100	-80.27147508000
897861.1961	661787.685	26.15246228500	-80.26319776500
916968.1789	630576.7241	26.06628929000	-80.20553510800
935515.1231	673967.6478	26.18533644900	-80.14817590900
951571.0949	708186.5751	26.27917248600	-80.09849492500
955238.083	700191.6111	26.25710829800	-80.08747720800
956046.0859	700713.5921	26.25852854100	-80.08500083200
897788.1969	588161.8149	25.94990972600	-80.26468531100
923180.1408	555730.8761	25.86027515300	-80.18802794200
896174.1909	661766.688	26.15243073600	-80.26834061800
909461.1729	608967.7778	26.00696485400	-80.22879058900
912131.181	658094.6809	26.14207352800	-80.21976646000
912610.182	609978.766	26.00969474100	-80.21918503400
917547.18	626548.746	26.05519828800	-80.20384636400
918644.1601	612255.7631	26.01585860000	-80.20077181200
924334.1421	655663.6822	26.13517953000	-80.18261867400
924714.1611	653733.6991	26.12986350200	-80.18149747100
924730.1381	657187.6939	26.13936528700	-80.18138252600
929011.1341	602649.779	25.98925383800	-80.16939338600
929681.1449	644640.7049	26.10476161800	-80.16653735300
932175.137	637834.7149	26.08599398400	-80.15907209200
932283.142	652395.709	26.12604980300	-80.15845633200
933509.1231	637655.7119	26.08547779700	-80.15501165000
935416.141	659099.6661	26.14443640600	-80.14877472000
936675.128	670778.645	26.17654254800	-80.14470302700
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937280.113	670805.646	26.17660585500	-80.14285798600

5735139 FPL	W	35 Broward	1	12
5747097 FPL	W	40 Dade	1	12
5750685 FPL	W	35 Dade	1	12
5751423 FPL	W	30 Dade	1	12
5753499 FPL	W	35 Dade	1	12
5754327 FPL	W	40 Dade	1	12
5756661 FPL	W	35 Dade	1	12
5757639 FPL	W	35 Dade	1	12
5762121 FPL	W	40 Dade	1	12
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5762277 FPL	W	40 Dade	1	12
5768781 FPL	W	40 Dade	1	12
5768949 FPL	W	40 Dade	1	12
5769699 FPL	W	35 Dade	1	12
5778285 FPL	W	35 Dade	1	12
5779827 FPL	W	45 Dade	1	12
5780775 FPL	W	35 Dade	1	12
5781849 FPL	W	40 Dade	1	12
5782035 FPL	W	45 Dade	1	12
5783355 FPL	W	30 Dade	1	12
5785797 FPL	W	35 Dade	1	12
5791491 FPL	W	40 Dade	1	12
5792757 FPL	W	40 Dade	1	12
5793435 FPL	W	40 Dade	1	12
5794041 FPL	W	40 Dade	1	12
5807499 FPL	W	35 Broward	1	12
5817627 FPL	W	40 Broward	1	12
5827959 FPL	W	35 Broward	1	12
5828043 FPL	W	35 Broward	1	12
5831301 FPL	W	35 Broward	1	12
5845629 FPL	W	35 Broward	1	12
5850159 FPL	W	40 Dade	1	12
5856363 FPL	W	35 Dade	1	12
5865111 FPL	W	45 Dade	1	12
5879157 FPL	W	35 Dade	1	12
5882949 FPL	W	35 Dade	1	12
5882967 FPL	W	35 Dade	1	12
5886549 FPL	W	40 Dade	1	12
5899023 FPL	W	40 Dade	1	12
5899665 FPL	W	40 Dade	1	12
5900757 FPL	W	45 Dade	1	12
5951541 FPL	W	40 Broward	1	12
5956791 FPL	W	40 Broward	1	12
5957469 FPL	W	35 Broward	1	12
5959785 FPL	W	35 Broward	1	12
5963109 FPL	W	35 Broward	1	12
5970981 FPL	W	40 Dade	1	12
5977725 FPL	W	45 Broward	1	12
5978823 FPL	W	40 Broward	1	12

937774.108	662484.6649	26.15370589600	-80.14151950600
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863295.1231	446041.7261	25.55939036600	-80.37171207700
906048.1869	535158.936	25.80395986500	-80.24048293400
861360.2852	452805.098	25.57802396500	-80.37748461600
865461.2609	505758.9951	25.72366420600	-80.36427202300
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876025.2489	583539.8431	25.93751486700	-80.33098371400
886752.2291	496948.0209	25.69912636400	-80.29974644800
886855.7059	539439.1439	25.81602872100	-80.29874590300
886940.2199	496657.9959	25.69832568300	-80.29918025200
894775.2111	559037.8912	25.86983079900	-80.27434451400
895034.2001	559043.8951	25.86984337700	-80.27355682400
896250.2082	551562.9061	25.84924314100	-80.26998536200
907715.179	555209.8801	25.85909719800	-80.23506190800
909907.169	566061.86	25.88891752400	-80.22820272000
911205.1651	572803.841	25.90744469500	-80.22413361800
912863.1671	520574.9431	25.76372679200	-80.22003265800
913054.6371	584173.9301	25.93869519600	-80.21830133400
915089.18	514655.9579	25.74740607800	-80.21337673500
918426.6399	557823.4251	25.86611219800	-80.20244333800
927363.1381	569346.86	25.89766277600	-80.17504849300
930333.309	563135.816	25.88052378900	-80.16613433000
934818.1432	550964.908	25.84696115400	-80.15273383000
880857.588	510138.317	25.73550141800	-80.31743955900
912396.1729	680414.6491	26.20347241000	-80.21854947700
921926.1411	645613.7019	26.10757301300	-80.19014838600
935691.1401	676294.6438	26.19173481600	-80.14759263300
935725.1289	659294.6778	26.14496731700	-80.14782902800
939939.13	660427.6812	26.14800765200	-80.13496173900
952776.08	686294.6238	26.21892614100	-80.09528451100
814449.355	469115.072	25.62343586100	-80.51961954900
932455.123	586907.8151	25.94588581000	-80.15921780300
871642.2521	510285.987	25.73603616800	-80.34543007500
887658.2309	492682.0189	25.68737617400	-80.29706412100
890697.234	551647.9118	25.84956090200	-80.28686772500
890710.7839	551306.673	25.84862187900	-80.28683215700
893426.1	546377.1881	25.83501905500	-80.27865855900
902747.2099	518086.956	25.75704322700	-80.25081072900
903158.1999	557036.8781	25.86419595200	-80.24888662400
903905.1801	542978.9	25.82550802900	-80.24686014200
925514.1591	630032.7291	26.06464712300	-80.17951440900
933291.1449	657316.6969	26.13956955900	-80.15528702200
939895.0031	689459.8741	26.22787549900	-80.13450626900
944430.099	704307.5799	26.26863681400	-80.12036600200
950861.0901	674853.6369	26.18748917900	-80.10136671200
878176.2289	460327.064	25.59849347300	-80.32635508600
922627.157	630821.7371	26.06686744600	-80.18829314500
925550.1499	656782.675	26.13823684500	-80.17889101100

PUBLIC VERSION

5984637 FPL	W	40 Broward	1	12	
5986197 FPL	W	40 Broward	1	12	
5987673 FPL	W	40 Broward	1	12	
5993745 FPL	W	40 Dade	1	12	
5994531 FPL	W	40 Dade	1	12	
5998749 FPL	W	30 Dade	1	12	
5999955 FPL	W	45 Dade	1	12	
6003159 FPL	W	40 Dade	1	12	
6005685 FPL	W	40 Dade	1	12	
6013113 FPL	W	35 Dade	1	12	
6014457 FPL	C	45 Dade	1	12	
6014493 FPL	W	40 Dade	1	12	
6015369 FPL	W	40 Dade	1	12	
6017307 FPL	W	40 Dade	1	12	
6017859 FPL	W	40 Dade	1	12	
6024723 FPL	W	40 Dade	1	12	
6024813 FPL	W	40 Dade	1	12	
6024831 FPL	W	40 Dade	1	12	
6034353 FPL	W	40 Dade	1	12	
6039783 FPL	W	45 Dade	1	12	
6040989 FPL	W	40 Broward	1	12	
6048711 FPL	W	35 Broward	1	12	
6050319 FPL	W	35 Broward	1	12	
6051483 FPL	W	40 Broward	1	12	
6054315 FPL	W	40 Broward	1	12	
6057945 FPL	W	40 Broward	1	12	
6060879 FPL	W	35 Broward	1	12	
6063045 FPL	W	35 Broward	1	12	
6068469 FPL	W	45 Broward	1	12	
6069165 FPL	W	45 Broward	1	12	
6073359 FPL	W	40 Broward	1	12	
6074019 FPL	W	40 Broward	1	12	
6078039 FPL	W	40 Broward	1	12	
6079779 FPL	W	35 Broward	1	12	
6085935 FPL	C	50 Dade	1	12	
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6087507 FPL	W	40 Dade	1	12	
6087657 FPL	W	40 Dade	1	12	
6092889 FPL	W	35 Dade	1	12	
6096099 FPL	W	40 Dade	1	12	
6096921 FPL	W	40 Dade	1	12	
6099297 FPL	W	40 Dade	1	12	
6099303 FPL	W	40 Dade	1	12	
6099933 FPL	W	40 Dade	1	12	
6107013 FPL	W	40 Dade	1	12	
6110229 FPL	W	40 Dade	1	12	
6111291 FPL	W	40 Dade	1	12	
6112323 FPL	W	35 Dade	1	12	
6112737 FPL	W	45 Dade	1	12	

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935790.1228	671960.664	26.17981028400	-80.14737760000
939065.116	657275.6861	26.13935248500	-80.13768952500
943569.1099	692613.6079	26.23648336700	-80.12323459900
893965.2058	537780.912	25.81136069600	-80.27716323300
908981.187	537735.9321	25.81100284100	-80.23152292200
833657.8789	441785.5991	25.54803819900	-80.46166076100
861923.2762	570013.8859	25.90049358800	-80.37408974800
839121.3201	443918.1079	25.55384375200	-80.44506339200
862171.274	506766.3422	25.72647897900	-80.37425034900
888761.2139	517074.8511	25.75447112800	-80.29331856800
892776.6259	543708.4589	25.82768659700	-80.28067742700
892870.228	497963.9969	25.70183118600	-80.28115129900
895758.215	497534.0109	25.70060468300	-80.27238844500
901456.202	558129.8871	25.86722971000	-80.25404327200
903132.1829	576016.8592	25.91641357100	-80.24863523300
932964.1439	579206.8459	25.92469071400	-80.15781956700
934237.1401	583721.831	25.93708930200	-80.15385797700
934411.123	586640.8209	25.94511661200	-80.15327118800
881782.225	481286.045	25.65610736700	-80.31508515500
904632.4089	568475.8969	25.89564341800	-80.24420348500
909102.1841	656254.6911	26.13706130000	-80.22903208700
922923.1542	629606.7461	26.06351985300	-80.18741459600
924522.166	656232.6771	26.13674160300	-80.18203471100
926085.155	642422.73	26.09872277700	-80.17753698700
930056.1451	646167.7031	26.10895583500	-80.16536490500
932699.8731	652796.9881	26.12714630900	-80.15717840900
934246.1299	603939.802	25.99271041000	-80.15343264900
935175.131	663536.6651	26.15664695900	-80.14942082700
937828.1109	657458.691	26.13987844800	-80.14145606400
938403.1101	622065.75	26.04250120800	-80.14041535500
942025.1169	660853.6649	26.14914120600	-80.12859478000
942595.1289	668622.6779	26.17050313700	-80.12669817900
949301.087	718385.5711	26.30727244400	-80.10520648400
951939.106	689920.634	26.22891712100	-80.09776023800
894760.6439	536812.4431	25.80868418400	-80.27476170700
894952.2121	524898.9499	25.77590456800	-80.27437899100
904495.2051	573535.8599	25.90956638800	-80.24453215700
905176.1749	549765.8949	25.84416026700	-80.24287768300
929346.14	569693.8731	25.89858301400	-80.16901020500
821577.3591	436792.1379	25.53442911600	-80.49835774600
845081.3151	446296.1209	25.56031698300	-80.42695508000
898769.8882	552246.4999	25.85108512800	-80.26231265500
898792.6899	551886.5931	25.85009460200	-80.26224947000
904457.1799	570685.8659	25.90172618800	-80.24469776400
874023.252	511322.9931	25.73885658900	-80.33818164400
878540.237	491033.0071	25.68297004000	-80.32477549300
881223.2369	519462.97	25.76115082300	-80.31618199600
882314.2449	551116.909	25.84822292300	-80.31236476200
882821.233	496430.995	25.69776071300	-80.31169182400

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6113289 FPL	W	40 Dade	1	12
6114711 FPL	W	40 Dade	1	12
6114903 FPL	W	35 Dade	1	12
6119259 FPL	W	45 Dade	1	12
6120171 FPL	W	40 Dade	1	12
6122709 FPL	W	40 Dade	1	12
6123447 FPL	W	40 Dade	1	12
6124197 FPL	W	40 Dade	1	12
6126081 FPL	W	40 Dade	1	12
6128907 FPL	W	35 Dade	1	12
6129159 FPL	C	45 Dade	1	12
6129177 FPL	W	40 Dade	1	12
6130251 FPL	W	40 Dade	1	12
6132945 FPL	W	40 Dade	1	12
6134769 FPL	W	40 Dade	1	12
6135219 FPL	W	40 Dade	1	12
6136767 FPL	W	40 Dade	1	12
6136917 FPL	W	40 Dade	1	12
6140439 FPL	W	40 Dade	1	12
6149523 FPL	W	40 Dade	1	12
6150057 FPL	W	35 Dade	1	12
6152109 FPL	W	40 Dade	1	12
6153351 FPL	W	40 Dade	1	12
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6157401 FPL	W	40 Dade	1	12
6160167 FPL	W	35 Dade	1	12
6161043 FPL	W	35 Dade	1	12
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6168021 FPL	W	45 Dade	1	12
6169227 FPL	W	40 Dade	1	12
6172251 FPL	W	40 Dade	1	12
6180459 FPL	W	40 Broward	1	12
6203211 FPL	W	40 Broward	1	12
6206001 FPL	W	40 Broward	1	12
6215031 FPL	W	40 Broward	1	12
6228099 FPL	W	40 Dade	1	12
6230055 FPL	W	40 Dade	1	12
6237669 FPL	W	40 Dade	1	12
6246645 FPL	W	40 Dade	1	12
6248241 FPL	W	40 Dade	1	12
6248469 FPL	W	40 Dade	1	12
6254631 FPL	W	45 Dade	1	12
6258123 FPL	W	40 Dade	1	12
6260991 FPL	W	35 Dade	1	12
6265407 FPL	W	45 Dade	1	12
6269133 FPL	W	40 Dade	1	12
6274611 FPL	W	40 Dade	1	12
6278883 FPL	W	40 Dade	1	12
6284427 FPL	W	40 Dade	1	12

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883539.2431	491595.0139	25.68444524300	-80.30958819400
885263.2219	545929.9121	25.83390959600	-80.30348202000
885461.8111	496033.9811	25.69663035000	-80.30367966500
888837.2309	495392.0211	25.69481484200	-80.29344023700
889432.21	481643.0322	25.65697875500	-80.29185712800
891289.2269	516560.9741	25.75301984600	-80.28564672300
892094.2129	547972.9189	25.83942930000	-80.28268119500
893112.223	548155.8909	25.83991737800	-80.27958315100
894643.2229	576605.835	25.91816551300	-80.27445043200
897303.1919	577277.8481	25.91997360400	-80.26634670100
897587.214	504050.9929	25.71850672600	-80.26672444900
897597.2199	540873.918	25.81981490000	-80.26607122100
898666.2142	542667.9101	25.82473409900	-80.26279120500
901814.2059	506392.983	25.72488494700	-80.25384625800
903198.1929	573798.8521	25.91031042900	-80.24847309900
903530.1811	546315.9022	25.83469467700	-80.24794207000
904640.1851	544010.9189	25.82833571600	-80.24460780900
904726.1761	524744.9469	25.77532974400	-80.24468247700
906955.174	528666.9539	25.78608468500	-80.23784054400
913588.1659	584437.84	25.93941247900	-80.21667314300
914273.1711	545567.904	25.83246406500	-80.21529606200
916873.1659	555943.9009	25.86096721300	-80.20720175000
918240.1579	574826.835	25.91289412900	-80.20269622100
919558.1671	581715.831	25.93182453100	-80.19855859800
921190.152	555650.8901	25.86008881700	-80.19408041300
923880.1401	556105.876	25.86129491100	-80.18589238300
924792.1462	572713.8481	25.90697005200	-80.18280476000
928931.1471	574494.8481	25.91179827600	-80.17018007200
942502.117	549629.9041	25.84315024000	-80.12939891500
884281.302	515232.3679	25.74946739900	-80.30695835100
890854.2219	497188.0139	25.69972630100	-80.28728609600
910307.1679	657750.6849	26.14115717500	-80.22533229300
943388.106	698620.6169	26.25301172900	-80.12366278700
945379.1129	666457.656	26.16449547100	-80.11825556400
956998.086	705108.5961	26.27060028000	-80.08200127900
812904.3781	436833.1149	25.53462956300	-80.52465931700
821650.358	435837.1198	25.53180068400	-80.49814730200
861139.2879	505180.9769	25.72213057500	-80.37740763800
874995.2641	494463.02	25.69245645800	-80.33548670100
877081.2511	491451.0181	25.68414054900	-80.32919895400
877318.2582	472793.0499	25.63280341500	-80.32876671800
884027.2339	498551.9878	25.70357882800	-80.30799588200
886059.218	549818.9129	25.84459748700	-80.30099923300
887727.2268	512919.9709	25.74305520300	-80.29652723900
890909.9961	522403.1209	25.76909867200	-80.28670280300
893469.2101	553136.8849	25.85361574100	-80.27841466900
896970.2198	499526.9859	25.70606945600	-80.26867444700
901391.209	505884.9791	25.72349387900	-80.25513973500
905197.205	510456.984	25.73601297300	-80.24350032000

FPL00242

6290733 FPL	W	40 Dade	1	12
6296073 FPL	W	40 Dade	1	12
6302985 FPL	W	40 Dade	1	12
6308379 FPL	W	40 Dade	1	12
6308637 FPL	W	40 Dade	1	12
6314139 FPL	W	40 Dade	1	12
6329409 FPL	W	40 Broward	1	12
6341043 FPL	W	45 Broward	1	12
6354249 FPL	C	55 Broward	1	12
6356937 FPL	W	40 Dade	1	12
6359277 FPL	W	35 Dade	1	12
6359577 FPL	W	40 Dade	1	12
6360927 FPL	W	45 Dade	1	12
6360957 FPL	W	55 Dade	1	12
6361785 FPL	C	45 Dade	1	12
6372219 FPL	C	50 Dade	1	12
6372417 FPL	W	50 Dade	1	12
6389631 FPL	C	45 Broward	1	12
6398469 FPL	W	40 Broward	1	12
6434994 FPL	C	45 Broward	1	12
6528168 FPL	W	45 Dade	1	12
75419830 FPL	W	40 Volusia	1	12
75956573 FPL	W	30 Brevard	1	12
76971454 FPL	W	45 Broward	1	12
88194481 FPL	W	40 St Lucie	1	12
88920341 FPL	C	45 Broward	1	12
93515864 FPL	W	40 Brevard	1	12
99455208 FPL	W	40 Broward	1	12
102527844 FPL	W	40 St Lucie	1	12
104820971 FPL	W	40 Dade	1	12
113831584 FPL	W	35 Palm Beach	1	12
113889140 FPL	W	50 Seminole	1	12
114466167 FPL	W	45 Flagler	1	12
116036120 FPL	W	45 Bradford	1	12
125959971 FPL	W	45 Palm Beach	1	12
128541176 FPL	W	40 Brevard	1	12
136458339 FPL	W	40 Broward	1	12
139765960 FPL	W	35 Broward	1	12
140359952 FPL	C	45 Dade	1	12
140427518 FPL	W	45 Volusia	1	12
141983221 FPL	W	45 Volusia	1	12
142627323 FPL	W	45 St Lucie	1	12
143320299 FPL	W	50 Palm Beach	1	12
144220070 FPL	W	45 Seminole	1	12
146060908 FPL	W	45 Palm Beach	1	12
148170638 FPL	W	35 Dade	1	12
148873610 FPL	W	50 Indian River	1	12
149027772 FPL	W	30 Brevard	1	12
150205194 FPL	W	St Lucie	1	12

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909685.1878	523995.9662	25.77319015100	-80.22962746100
914125.1731	554688.8841	25.85755984900	-80.21558047900
920064.17	571595.871	25.90397469600	-80.19720763700
929083.1481	574214.8621	25.91102535500	-80.16972307700
930257.129	572917.8499	25.90743663400	-80.16617692800
888196.2869	516460.515	25.75278925400	-80.29504484100
924068.165	645204.7129	26.10641106100	-80.18362929500
951320.1111	711158.584	26.28735304900	-80.09919765300
958221.0819	716437.576	26.30174128300	-80.07802327900
877943.813	500976.4971	25.71033586200	-80.32643250100
902646.1931	530422.954	25.79098383000	-80.25090455600
905283.8036	523890.9549	25.77297142500	-80.24300299000
921869.153	582070.85	25.93276216800	-80.19152065100
922157.4401	583022.915	25.93537651400	-80.19062562100
943168.1261	549763.893	25.84350670600	-80.12737139400
916947.1809	540836.9098	25.81940416200	-80.20725373200
940206.8132	526761.8399	25.78027896600	-80.13683324300
910730.1661	621154.761	26.04047188900	-80.22470684600
934943.1429	615590.763	26.02475049500	-80.15108043900
927814.1539	682915.628	26.21008946400	-80.17148256300
844343.849	441306.663	25.54659772600	-80.42925702900
581977.8712	1775277.027	29.21703014100	-81.23257506200
773251.799	1382852.484	28.13746010000	-80.63670090900
881864.2461	644105.9622	26.10405893600	-80.31224643700
849625.2689	1092684.855	27.33850895500	-80.40408948700
900565.3239	696958.4149	26.24917660900	-80.25433872500
752169.8529	1507001.382	28.47908028100	-80.70116218800
943889.1221	646806.9079	26.11046415400	-80.12320167900
854785.3311	1135136.706	27.45521127400	-80.38755241900
814534.099	432808.7141	25.52354050800	-80.51976103700
891394.1811	892121.181	26.78620260900	-80.27897271500
618163.6249	1592384.381	28.71418955500	-81.11856311000
566508.447	1830800.603	29.36962850900	-81.28148767200
323789.0831	1996126.224	29.82040297100	-82.04813513800
939358.5868	933042.7859	26.89794219700	-80.13110361000
791496.481	1318835.518	27.96122007900	-80.58077433200
957232.075	715858.5739	26.30016787500	-80.08105433400
950497.3769	724605.6699	26.32436054000	-80.10142314800
921751.6339	519332.6549	25.76016181800	-80.19305033300
613484.5011	1705443.177	29.02511350600	-81.13355779300
630836.303	1780043.487	29.23031689200	-81.07942052000
871261.5439	1113818.245	27.39633942900	-80.33710018000
885834.6119	873338.0821	26.73461849700	-80.29633148400
634482.589	1622736.157	28.79770049500	-81.06770572300
944145.716	878694.2719	26.74835332300	-80.11757582700
944555.9839	559521.485	25.87032539900	-80.12295393000
823258.655	1254186.665	27.78306681900	-80.48322801100
697659.8901	1597679.351	28.72874228000	-80.87053589500
870785.1669	1069173.19	27.27354267900	-80.33929681200

150891885 FPL	C	50 Dade	1	12
151846681 FPL	W	40 Flagler	1	12
153705169 FPL	W	50 Palm Beach	1	12
155799365 FPL	W	30 Brevard	1	12
156566023 FPL	W	40 Putnam	1	12
157048892 FPL	W	35 Palm Beach	1	12
159397696 FPL	W	40 St Lucie	1	12
159603869 FPL	W	40 Brevard	1	12
163929481 FPL	W	35 Brevard	1	12
164998502 FPL	W	40 St Lucie	1	12
169534674 FPL	W	40 Dade	1	12
172475695 FPL	C	45 St Lucie	1	12
173291604 FPL	W	45 Indian River	1	12
173636767 FPL	W	35 Palm Beach	1	12
173741498 FPL	W	30 Brevard	1	12
174575162 FPL	W	40 St Johns	1	12
174797820 FPL	W	30 Brevard	1	12
177395731 FPL	W	40 Palm Beach	1	12
177705111 FPL	W	40 Putnam	1	12
178047061 FPL	C	45 Palm Beach	1	12
178318409 FPL	W	45 Dade	1	12
183667527 FPL	W	35 St Lucie	1	12
184729253 FPL	W	40 St Lucie	1	12
184875644 FPL	W	40 Palm Beach	1	12
185052277 FPL	W	45 Broward	1	12
185097356 FPL	W	45 Dade	1	12
186607982 FPL	W	45 Nassau	1	12
189954032 FPL	C	45 Broward	1	12
190641290 FPL	W	45 Palm Beach	1	12
192603222 FPL	W	35 Columbia	1	12
192816240 FPL	W	30 St Johns	1	12
192831283 FPL	W	30 St Johns	1	12
193978948 FPL	W	50 Indian River	1	12
194657726 FPL	W	40 St Johns	1	12
195600357 FPL	W	35 Palm Beach	1	12
196004106 FPL	W	45 Broward	1	12
196980565 FPL	W	40 Brevard	1	12
197981116 FPL	W	35 Palm Beach	1	12
198936733 FPL	W	45 Flagler	1	12
199526287 FPL	W	35 Palm Beach	1	12
199954542 FPL	W	45 Broward	1	12
200148730 FPL	W	30 Palm Beach	1	12
200603108 FPL	W	35 Broward	1	12
201569113 FPL	W	35 Dade	1	12
203490191 FPL	W	45 Brevard	1	12
203537112 FPL	W	40 Brevard	1	12
204486594 FPL	W	50 Volusia	1	12
205369377 FPL	W	40 Brevard	1	12
215434324 FPL	W	40 Palm Beach	1	12

Pole Change Out

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852472.9991	440985.8631	25.54561691900	-80.40460652900
600014.9079	1855180.673	29.43685433100	-81.17640927500
925747.7541	857649.039	26.69080161100	-80.17436389600
703646.8211	1479822.139	28.40457450700	-80.85230884100
463781.7161	1906487.722	29.57668497800	-81.60522565000
897971.3661	898988.687	26.80498991200	-80.25869059100
857195.0041	1054639	27.23375444300	-80.38135349800
757306.2931	1358569.494	28.07079184300	-80.68637162900
754588.0899	1381583.096	28.13410992600	-80.69462143100
853867.0912	1058267.47	27.24378025800	-80.39154014700
898617.92	576066.8259	25.91662157400	-80.26236764800
868209.779	1052614.201	27.22803098400	-80.34749058200
806581.8511	1243114.049	27.75279383000	-80.53493333000
889448.1552	896460.6408	26.79817004300	-80.28486255100
721918.3058	1485196.964	28.41928397100	-80.79544460400
552558.868	2002182.61	29.84081032500	-81.32679839400
759904.385	1304524.688	27.92212049500	-80.67875620700
963141.7079	895835.544	26.79512964100	-80.05898577200
448850.02	1936782.675	29.65976610700	-81.65273334800
958503.102	896543.1869	26.79716991900	-80.07318786200
924083.8139	545256.8492	25.83144416100	-80.18547753300
843640.9298	1132055.118	27.44688169900	-80.42195945200
866183.1102	1045198.336	27.20766091200	-80.35384455800
954449.534	850499.2502	26.67059601400	-80.08662501100
898818.2152	599551.7858	25.98122932200	-80.26135525500
922627.2607	533783.1657	25.79990294900	-80.19012012800
474709.5161	2282134.839	30.60971321600	-81.57681456000
868446.064	621474.1829	26.04198436600	-80.35347483200
879526.8171	895419.764	26.79545705400	-80.31529248500
128314.0469	2139121.279	30.20711232300	-82.67095321200
545814.033	2019882.673	29.88942715300	-81.34824133900
546118.4281	2021904.06	29.89498802000	-81.34730004700
837703.7048	1213228.807	27.67023533400	-80.43913158500
547921.1814	2018133.22	29.88463394700	-81.34157553400
948651.5469	727940.2761	26.33356893900	-80.10698746700
952585.102	717618.5769	26.30509963200	-80.09519937000
756134.3138	1313500.883	27.94683691100	-80.69036054200
886282.2491	902064.4029	26.81363382500	-80.29447185800
606159.2201	1872883.853	29.48556193900	-81.15718139200
888912.1979	894985.0529	26.79411921100	-80.28653085500
928182.723	653859.3219	26.13014866800	-80.17092408900
957481.6149	748393.582	26.38966291800	-80.07958479600
943206.315	648115.4679	26.11407664400	-80.12525546600
860098.706	473154.3031	25.63402811800	-80.38102359000
755409.2831	1307987.574	27.93167718900	-80.69264916300
755231.9859	1312129.528	27.94307116100	-80.69316606100
645699.036	1796338.369	29.27514864900	-81.03283601100
755735.857	1312908.398	27.94521001000	-80.69159934600
964013.1629	819731.857	26.58577120900	-80.05803737600

216438343 FPL	W	40 Palm Beach	1	12
216489507 FPL	W	40 Palm Beach	1	12
219983434 FPL	W	35 Columbia	1	12
220223296 FPL	W	40 Palm Beach	1	12
220543385 FPL	W	40 Columbia	1	12
220667490 FPL	C	45 Palm Beach	1	12
222762721 FPL	W	35 Palm Beach	1	12
236105354 FPL	W	50 Dade	1	12
236507650 FPL	W	40 Nassau	1	12
237800202 FPL	W	45 Nassau	1	12
240976451 FPL	W	40 Nassau	1	12
241981244 FPL	W	40 Nassau	1	12
244601089 FPL	C	45 Dade	1	12
258702472 FPL	W	40 Volusia	1	12
258711071 FPL	W	40 Volusia	1	12
258865151 FPL	W	40 Volusia	1	12
259315763 FPL	W	45 Volusia	1	12
259639159 FPL	C	50 Volusia	1	12
259975680 FPL	W	35 Volusia	1	12
261931322 FPL	W	40 Volusia	1	12
262568714 FPL	W	40 Seminole	1	12
263681019 FPL	W	35 Seminole	1	12
263895833 FPL	W	40 Volusia	1	12
264208462 FPL	W	40 Volusia	1	12
265055905 FPL	W	40 Volusia	1	12
265618211 FPL	W	40 Seminole	1	12
265787205 FPL	W	40 Seminole	1	12
265975686 FPL	W	40 Volusia	1	12
266409344 FPL	W	35 Flagler	1	12
266816221 FPL	W	40 Volusia	1	12
267659619 FPL	W	35 Volusia	1	12
281370035 FPL	W	40 Indian River	1	12
282285144 FPL	W	35 Indian River	1	12
282580873 FPL	W	40 Indian River	1	12
283409633 FPL	W	40 St Lucie	1	12
283896532 FPL	W	40 St Lucie	1	12
284219869 FPL	W	30 Indian River	1	12
285139036 FPL	W	40 St Lucie	1	12
286542773 FPL	W	30 Martin	1	12
286923220 FPL	W	45 Martin	1	12
286964701 FPL	W	40 St Lucie	1	12
288859960 FPL	W	40 St Lucie	1	12
291791082 FPL	W	40 St Lucie	1	12
308361352 FPL	W	40 Dade	1	12
311186078 FPL	W	45 Dade	1	12
314405076 FPL	W	40 Dade	1	12
316577102 FPL	W	35 Dade	1	12
327201869 FPL	W	40 Palm Beach	1	12
329868574 FPL	W	40 Palm Beach	1	12

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Can't access due to fence MS is approximate

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Pole Change Out

945771.4021	860750.4429	26.69896307800	-80.11297765000
926419.407	851249.019	26.67318434300	-80.17243414300
93314.64212	2139211.47	30.20590156200	-82.78170698800
962414.0519	859173.347	26.69429729900	-80.06204405300
143856.8639	2133337.826	30.19183382500	-82.62150760900
958573.6071	888959.147	26.77630705100	-80.07314124200
957132.9611	891831.0241	26.78423556700	-80.07749243000
860086.206	567055.2629	25.89237769900	-80.37972041900
491210.598	2306332.69	30.67646436700	-81.52472229100
458294.0959	2283288.445	30.61264305300	-81.62901347800
482971.6709	2261204.106	30.55228011100	-81.55022699300
475215.6172	2296478.872	30.64915732300	-81.57543915700
859610.5511	536999.5491	25.80969266900	-80.38159745000
638916.8649	1772494.651	29.20956954600	-81.05407480400
638697.804	1807757.867	29.30654577800	-81.05481316700
632785.512	1788601.541	29.25385572400	-81.07332598400
653312.2101	1767494.168	29.19582834600	-81.00894926500
618411.23	1789601.769	29.25657410100	-81.11840679900
683818.5471	1687060.471	28.97459628500	-80.91352037500
614028.955	1747126.033	29.13974895000	-81.13200022400
623213.8451	1571657.683	28.65719767200	-81.10275199200
569428.2571	1620817.329	28.79216865100	-81.27080645200
624141.7629	1794793.294	29.27086586900	-81.10044936900
643805.175	1786816.571	29.24896140300	-81.03876550700
603357.8809	1636455.421	28.83534815300	-81.16494387900
604290.0641	1589352.628	28.70580649600	-81.16183233900
625042.0239	1594809.442	28.72087629200	-81.09711034300
655917.8811	1743071.415	29.12866323300	-81.00078198200
582639.3183	1882569.993	29.51209051600	-81.23116697000
646730.4319	1756445.011	29.16543899900	-81.02956936000
628383.323	1788639.106	29.25395074700	-81.08713131300
841189.984	1235813.244	27.73231138200	-80.42803712200
844829.708	1188813.863	27.60298898800	-80.41747195800
845834.8559	1257978.685	27.79321816700	-80.41335215900
842343.2618	1073012.322	27.28448915000	-80.42679758200
852580.4471	1065696.819	27.26423354000	-80.39538938000
837206.363	1246336.123	27.76130551300	-80.44020330400
847320.6151	1171051.168	27.55409826900	-80.41004261500
868421.6549	1020946.416	27.14091837100	-80.34734574800
891078.5321	1034812.005	27.17871731200	-80.27743757900
875721.805	1092439.777	27.33746882400	-80.32371232500
875783.7471	1105305.729	27.37285764600	-80.32330646400
865273.5641	1094858.079	27.34427287000	-80.35585563700
815974.0524	478593.8657	25.64950059900	-80.51488688700
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880888.8868	478694.1539	25.64898898200	-80.31783752900
858763.2749	504745.7091	25.72096366800	-80.38463049900
946154.9309	820903.6069	26.58934546200	-80.11265068000
947291.445	899043.51	26.80426837700	-80.10750003400

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331123833 FPL	W	45 Palm Beach	1	12
331582359 FPL	W	40 Palm Beach	1	12
333113819 FPL	W	45 Palm Beach	1	12
334347810 FPL	W	40 Palm Beach	1	12
336563928 FPL	W	30 Palm Beach	1	12
336635104 FPL	W	45 Palm Beach	1	12
336843106 FPL	W	35 Palm Beach	1	12
337651773 FPL	C	50 Palm Beach	1	12
337907984 FPL	W	45 Palm Beach	1	12
341304160 FPL	W	40 Palm Beach	1	12
342160222 FPL	W	35 Palm Beach	1	12
342503930 FPL	W	45 Palm Beach	1	12
353361769 FPL	W	40 Putnam	1	12
356068652 FPL	W	40 St Johns	1	12
356104335 FPL	W	40 St Johns	1	12
356576223 FPL	W	35 St Johns	1	12
356830997 FPL	W	40 Putnam	1	12
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358182800 FPL	W	35 St Johns	1	12
358592847 FPL	W	50 St Johns	1	12
358637883 FPL	W	40 Flagler	1	12
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359076215 FPL	W	45 Putnam	1	12
359121548 FPL	W	40 St Johns	1	12
387519434 FPL	W	45 Brevard	1	12
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387983755 FPL	W	35 Brevard	1	12
387984168 FPL	W	40 Brevard	1	12
388203613 FPL	W	35 Brevard	1	12
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388974138 FPL	W	40 Brevard	1	12
389473408 FPL	W	45 Brevard	1	12
390578105 FPL	W	35 Brevard	1	12
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391830273 FPL	W	40 Brevard	1	12
392510704 FPL	W	35 Brevard	1	12
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395984635 FPL	W	35 Brevard	1	12
426675494 FPL	W	40 Broward	1	12
428334468 FPL	C	55 Broward	1	12
539146563 FPL	W	45 Flagler	1	12
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25

1

962081.9659	773457.147	25.45851768900	-80.06497773300
883289.5061	891572.2651	26.78481688500	-80.30382324000
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541672388 FPL	W	40 Dade	1	12
542818821 FPL	W	45 Flagler	1	12
543054371 FPL	C	55 Broward	1	12
544008098 FPL	W	40 Dade	1	12
544378355 FPL	W	30 Brevard	1	12
544453471 FPL	W	45 Flagler	1	12
547179719 FPL	W	30 Broward	1	12
547492607 FPL	W	40 Broward	1	12
547572922 FPL	W	30 Broward	1	12
547662435 FPL	W	50 St Lucie	1	12
547703002 FPL	W	35 Broward	1	12
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547926018 FPL	W	40 Palm Beach	1	12
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547981711 FPL	W	35 Brevard	1	12
547986623 FPL	W	45 Brevard	1	12
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548059324 FPL	W	40 Martin	1	12
549376454 FPL	C	50 Dade	1	12
549825056 FPL	C	55 Volusia	1	12
549967479 FPL	W	40 Brevard	1	12
550439623 FPL	W	40 Dade	1	12
551405424 FPL	C	45 Dade	1	12
552268661 FPL	W	40 Seminole	1	12
552461851 FPL	C	55 Dade	1	12
555859653 FPL	W	30 Brevard	1	12
556068928 FPL	C	45 Brevard	1	12
556139798 FPL	W	40 Martin	1	12
556238102 FPL	W	40 Volusia	1	12
556281351 FPL	W	30 Brevard	1	12
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556521708 FPL	W	35 Volusia	1	12
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556551576 FPL	W	40 Palm Beach	1	12
556778444 FPL	W	40 Palm Beach	1	12
557154089 FPL	W	40 Brevard	1	12
557196487 FPL	C	50 St Lucie	1	12
557713831 FPL	W	35 Palm Beach	1	12
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561332820 FPL	W	45 Volusia	1	12
561777194 FPL	W	30 St Johns	1	12
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563926351 FPL	C	45 Dade	1	12
564092560 FPL	W	35 Palm Beach	1	12
564108267 FPL	W	35 Palm Beach	1	12
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564404428 FPL	W	35 Palm Beach	1	12
564410542 FPL	W	35 Palm Beach	1	12
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564426448 FPL	W	35 Palm Beach	1	12
565052051 FPL	W	35 Palm Beach	1	12
565056699 FPL	W	35 Palm Beach	1	12
565097242 FPL	W	30 Palm Beach	1	12
565381457 FPL	W	35 Brevard	1	12
565623853 FPL	W	30 Columbia	1	12
565638339 FPL	W	30 Columbia	1	12
566138785 FPL	C	55 St Lucie	1	12
566224641 FPL	W	35 Broward	1	12
566224659 FPL	W	30 Broward	1	12
566260875 FPL	W	30 Broward	1	12
566618260 FPL	W	30 Broward	1	12
566666016 FPL	W	30 Broward	1	12
566841820 FPL	W	55 St Lucie	1	12
567528786 FPL	C	45 Brevard	1	12
567682356 FPL	W	40 Columbia	1	12
567961662 FPL	W	30 Columbia	1	12
568090521 FPL	W	40 Palm Beach	1	12
568299083 FPL	W	35 Brevard	1	12
568299532 FPL	W	35 Brevard	1	12
569024776 FPL	W	50 Seminole	1	12
569811162 FPL	W	30 Columbia	1	12

Pole Change Out

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897469.5299	577601.3711	25.92086110900	-80.26583513900
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931957.913	653008.6022	26.12774166900	-80.15943541100
551255.5241	2022502.976	29.89667658000	-81.33109374500
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554732.027	2031086.227	29.92030557400	-81.32019781300
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569906971 FPL	W	30 Columbia	1	12
570510434 FPL	W	35 Volusia	1	12
570647471 FPL	W	35 Palm Beach	1	12
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570686333 FPL	W	30 Dade	1	12
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571110231 FPL	W	30 Brevard	1	12
571234763 FPL	W	35 St Johns	1	12
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571322383 FPL	W	30 Volusia	1	12
571324349 FPL	C	45 Flagler	1	12
571325482 FPL	W	30 Volusia	1	12
571331229 FPL	W	45 Volusia	1	12
571336468 FPL	W	30 Volusia	1	12
571402073 FPL	W	30 St Johns	1	12
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572010599 FPL	W	40 Dade	1	12
572261871 FPL	W	55 Dade	1	12
572587351 FPL	W	45 Martin	1	12
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572913441 FPL	W	40 Martin	1	12
572917380 FPL	W	35 Martin	1	12
572919799 FPL	W	35 Martin	1	12
572939106 FPL	W	30 St Lucie	1	12
573020793 FPL	W	35 St Lucie	1	12
573033785 FPL	W	40 St Lucie	1	12
573080904 FPL	W	30 St Lucie	1	12
573089460 FPL	W	40 St Lucie	1	12
573090564 FPL	W	40 St Lucie	1	12
573102173 FPL	W	40 Indian River	1	12

918634.3169	604540.227	25.99463257000	-80.20094543500
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138477.1181	2146231.272	30.22706052700	-82.63911654500
640188.155	1780695.946	29.23212540600	-81.05010073200
904136.216	879764.1191	26.75200625100	-80.24014419500
897524.5819	898274.6789	26.80303296200	-80.26007297400
898845.3801	518677.965	25.75872974800	-80.26265492800
886112.5319	662122.101	26.15356105600	-80.29900583000
942932.103	663488.5681	26.15637304300	-80.12577617200
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928310.7411	936098.7509	26.90655276900	-80.16493619300
921859.1471	934124.116	26.90123672900	-80.18477010400
901282.9409	888934.836	26.77727999000	-80.24872100400
932690.884	647668.8159	26.11303874400	-80.15730700800
861133.8089	597412.551	25.97588392100	-80.37609422500
749288.134	1469360.217	28.37557217200	-80.71041427600
556997.409	2053505.375	29.98196975700	-81.31324002000
887426.8009	511313.15	25.73863882700	-80.29746586500
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630041.7511	1790569.811	29.25926361800	-81.08193471800
631585.81	1788836.809	29.25450061200	-81.07708872800
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755225.9499	1463946.711	28.36064238600	-80.69199211300
962855.1599	878197.3572	26.74661810300	-80.06026350900
766018.0871	1447527.223	28.31540225400	-80.65858038500
964648.4309	875295.8869	26.73860048700	-80.05483525300
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936687.9229	613645.655	26.01936809500	-80.14580649500
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835065.4549	578234.1451	25.92343940400	-80.45568444100
938503.1089	986597.0419	27.04526883500	-80.13259994700
933997.1471	999854.9879	27.08182147000	-80.14616588800
917806.169	1015626.971	27.12549836600	-80.19561036400
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573186754 FPL	W	40 St Lucie	1	12
573198152 FPL	W	45 Indian River	1	12
573246111 FPL	W	40 Palm Beach	1	12
573248960 FPL	W	35 Palm Beach	1	12
573253179 FPL	W	30 Palm Beach	1	12
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573272471 FPL	W	35 Palm Beach	1	12
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573359130 FPL	W	30 Palm Beach	1	12
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573369699 FPL	W	45 Palm Beach	1	12
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573399589 FPL	W	45 Palm Beach	1	12
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573487835 FPL	W	30 Palm Beach	1	12
573531425 FPL	W	40 Palm Beach	1	12
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573716351 FPL	W	30 Palm Beach	1	12
573728960 FPL	W	30 Palm Beach	1	12
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573734253 FPL	W	30 Palm Beach	1	12
573744575 FPL	W	35 Palm Beach	1	12
573752083 FPL	W	40 Palm Beach	1	12
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575232951 FPL	W	45 Broward	1	12
575320281 FPL	W	35 Dade	1	12
575598010 FPL	W	40 Brevard	1	12
575599025 FPL	W	30 Brevard	1	12
575605610 FPL	W	30 Brevard	1	12
575616979 FPL	W	30 Brevard	1	12
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843637.42	1218415.313	27.68442580100	-80.42072446500
820415.0249	1272481.838	27.83342131500	-80.49178824500
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956507.0762	902560.2021	26.81376084800	-80.07917237600
957823.9252	912329.4165	26.84060661300	-80.07491715400
941273.1171	764923.4699	26.43544467400	-80.12875015700
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887060.2331	901864.2062	26.81307120700	-80.29209013800
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575696226 FPL	W	40 Brevard	1	12	
575698275 FPL	W	30 Brevard	1	12	
575710410 FPL	W	30 Brevard	1	12	
575710712 FPL	W	30 Brevard	1	12	
575714109 FPL	W	40 Brevard	1	12	
575716078 FPL	W	30 Brevard	1	12	
575716454 FPL	W	35 Brevard	1	12	
575726780 FPL	W	35 Brevard	1	12	
575731560 FPL	W	35 Brevard	1	12	
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575747584 FPL	W	40 Brevard	1	12	
575779674 FPL	W	30 Brevard	1	12	
575782463 FPL	W	30 Brevard	1	12	
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575806099 FPL	W	30 Brevard	1	12	
575814223 FPL	W	45 Brevard	1	12	
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576072880 FPL	W	45 Brevard	1	12	
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576158315 FPL	W	30 Brevard	1	12	
576374860 FPL	W	35 Broward	1	12	
576390896 FPL	W	40 Broward	1	12	
576392478 FPL	W	40 Broward	1	12	
576418173 FPL	W	35 Broward	1	12	
576421147 FPL	W	30 Broward	1	12	
576433936 FPL	W	30 Broward	1	12	
576434083 FPL	W	30 Broward	1	12	
576440376 FPL	W	35 Broward	1	12	
576441887 FPL	W	30 Broward	1	12	
576444168 FPL	W	30 Broward	1	12	
576462014 FPL	W	40 Broward	1	12	
576483209 FPL	W	30 Broward	1	12	
576490272 FPL	W	35 Broward	1	12	
576498118 FPL	W	45 Dade	1	12	
576950281 FPL	W	40 Dade	1	12	
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577972652 FPL	W	35 Palm Beach	1	12
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578498361 FPL	W	35 Dade	1	12
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579339193 FPL	W	40 Volusia	1	12
580407534 FPL	W	40 Seminole	1	12
580408497 FPL	W	40 Seminole	1	12
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580421288 FPL	W	30 Seminole	1	12
580434610 FPL	W	30 Seminole	1	12
580448159 FPL	W	40 Flagler	1	12
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580477168 FPL	W	30 Flagler	1	12
580482472 FPL	W	30 Seminole	1	12
580497553 FPL	W	30 Flagler	1	12
580498998 FPL	W	35 Flagler	1	12
580516616 FPL	W	30 Seminole	1	12

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899055.1901	519648.9601	25.76139794900	-80.26200097500
870615.5809	517046.899	25.75465135500	-80.34844729000
871666.5759	490543.4458	25.68171820700	-80.34565330800
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828725.421	403728.1227	25.44337941200	-80.47707418500
680564.649	1685602.501	28.97059274500	-80.92370000400
630171.1665	1559796.36	28.62458988100	-81.08103351200
639172.868	1595690.969	28.72332522000	-81.05302393000
629349.9851	1558387.609	28.62071379100	-81.08359015200
620987.7669	1569282.852	28.65066068600	-81.10968625700
619476.746	1589596.821	28.70652646900	-81.11445814800
611180.7648	1603602.797	28.74502254800	-81.14038913100
592034.8061	1849696.301	29.42173680100	-81.20144970000
594280.799	1912430.165	29.59426275800	-81.19472462600
586586.818	1890365.215	29.53354796200	-81.21880253600
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567850.865	1616248.769	28.77959405700	-81.27569809100

580525865 FPL	W	35 Seminole	1	12
580544685 FPL	W	30 Seminole	1	12
580545350 FPL	W	40 Seminole	1	12
580548629 FPL	W	30 Flagler	1	12
580711547 FPL	W	30 Volusia	1	12
580712782 FPL	W	35 Volusia	1	12
580737849 FPL	W	30 Volusia	1	12
580742367 FPL	C	45 Volusia	1	12
580758328 FPL	W	40 Volusia	1	12
580796467 FPL	W	35 Volusia	1	12
580801940 FPL	W	30 Volusia	1	12
580806862 FPL	W	30 Volusia	1	12
580837003 FPL	W	35 Volusia	1	12
580851655 FPL	W	35 Volusia	1	12
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580865689 FPL	W	35 Volusia	1	12
580920170 FPL	W	30 Flagler	1	12
581473322 FPL	W	45 Seminole	1	12
583172109 FPL	W	35 Palm Beach	1	12
583261305 FPL	W	40 St Lucie	1	12
584282748 FPL	W	30 Volusia	1	12
584283015 FPL	W	35 Volusia	1	12
588492840 FPL	W	45 Flagler	1	12
588717513 FPL	W	30 Broward	1	12
593435925 FPL	W	35 Flagler	1	12
594466723 FPL	W	35 Seminole	1	12
594469494 FPL	W	30 Putnam	1	12
594483903 FPL	W	40 Indian River	1	12
594522889 FPL	W	30 Palm Beach	1	12
595124266 FPL	W	45 Volusia	1	12
595494660 FPL	W	30 Putnam	1	12
595906689 FPL	W	35 Putnam	1	12
596138465 FPL	W	40 Palm Beach	1	12
597289100 FPL	W	30 Volusia	1	12
597523348 FPL	W	35 Putnam	1	12
597649353 FPL	W	40 Brevard	1	12
597901753 FPL	W	35 Dade	1	12
599330238 FPL	W	40 St Johns	1	12
599574989 FPL	C	55 Broward	1	12
602273942 FPL	W	45 Palm Beach	1	12
609737933 FPL	W	45 Brevard	1	12
609754293 FPL	W	45 Putnam	1	12
610557015 FPL	W	35 Columbia	1	12
610559643 FPL	C	35 Broward	1	12
611448605 FPL	W	30 Dade	1	12
612716036 FPL	W	40 Dade	1	12
612893508 FPL	C	50 Dade	1	12
613418485 FPL	C	50 Dade	1	12
613952169 FPL	W	30 Nassau	1	12

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652747.9721	1777480.106	29.22329051200	-81.01072057500
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446788.214	1925916.981	29.62985621300	-81.65902990000
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PUBLIC VERSION

613955498 FPL	W	40 Nassau	1	12
613976440 FPL	W	45 Putnam	1	12
613977052 FPL	W	40 Putnam	1	12
613978971 FPL	W	30 Putnam	1	12
613988675 FPL	W	45 Putnam	1	12
613991476 FPL	W	35 Putnam	1	12
613991698 FPL	W	30 Putnam	1	12
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614016509 FPL	W	30 Nassau	1	12
614022051 FPL	W	30 Putnam	1	12
614030363 FPL	W	30 Putnam	1	12
614040900 FPL	W	35 Putnam	1	12
614042704 FPL	W	30 Putnam	1	12
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614107132 FPL	W	30 Columbia	1	12
614391106 FPL	W	30 St Johns	1	12
614404419 FPL	W	30 St Johns	1	12
614404676 FPL	W	40 St Johns	1	12
614406337 FPL	W	30 St Johns	1	12
614421709 FPL	W	35 St Johns	1	12
614425783 FPL	W	30 St Johns	1	12
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614446433 FPL	W	35 St Johns	1	12
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614466967 FPL	W	35 St Johns	1	12
614473265 FPL	W	40 St Johns	1	12
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614489323 FPL	W	30 St Johns	1	12
614527792 FPL	W	45 St Johns	1	12
614528748 FPL	W	35 St Johns	1	12
614583692 FPL	C	55 Palm Beach	1	12
614769574 FPL	W	45 Putnam	1	12
615150938 FPL	W	50 Broward	1	12
615584428 FPL	W	40 Nassau	1	12
616410630 FPL	W	45 Broward	1	12
616470007 FPL	W	30 Indian River	1	12
618450988 FPL	W	35 Dade	1	12
618950144 FPL	W	50 St Lucie	1	12
619756540 FPL	W	40 Dade	1	12
619894824 FPL	W	40 Broward	1	12
620167137 FPL	W	40 Dade	1	12
620517628 FPL	C	55 Broward	1	12
620945657 FPL	W	45 Volusia	1	12
621799227 FPL	W	35 Dade	1	12
622918290 FPL	W	45 Dade	1	12
622918383 FPL	W	35 Dade	1	12

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478030.0469	1913669.171	29.59662931400	-81.56051287200
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445548.584	1934612.633	29.65374749600	-81.66308812600
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624075141 FPL	W	50 Dade	1	12
624889797 FPL	W	45 Dade	1	12
625302821 FPL	C	50 Dade	1	12
625815054 FPL	W	40 Dade	1	12
625876520 FPL	C	60 Broward	1	12
626575368 FPL	W	40 Brevard	1	12
627723503 FPL	W	40 Dade	1	12
628134813 FPL	W	40 St Lucie	1	12
629307653 FPL	W	45 Palm Beach	1	12
629537476 FPL	W	40 St Johns	1	12
629974525 FPL	W	30 St Johns	1	12
630290318 FPL	W	30 Nassau	1	12
631060514 FPL	W	40 St Johns	1	12
631158043 FPL	W	35 Dade	1	12
631303893 FPL	W	35 Volusia	1	12
631469260 FPL	W	30 Nassau	1	12
633494834 FPL	C	50 Dade	1	12
633703489 FPL	W	30 St Lucie	1	12
633995649 FPL	W	30 Dade	1	12
634046223 FPL	C	35 Dade	1	12
634049279 FPL	W	35 Dade	1	12
634247535 FPL	W	30 Dade	1	12
634269876 FPL	W	35 Dade	1	12
634642494 FPL	W	40 Dade	1	12
634872886 FPL	W	45 Nassau	1	12
635718393 FPL	C	55 Palm Beach	1	12
635874985 FPL	W	40 Broward	1	12
636217628 FPL	C	55 Dade	1	12
637993486 FPL	W	60 Indian River	1	12
638773222 FPL	W	45 Dade	1	12
638940395 FPL	W	40 Palm Beach	1	12
639596998 FPL	W	40 St Johns	1	12
640317579 FPL	W	40 Monroe	1	12
640450437 FPL	C	60 Indian River	1	12
640577623 FPL	C	50 Palm Beach	1	12
640688009 FPL	W	40 Dade	1	12
640795146 FPL	W	35 Flagler	1	12
641661027 FPL	C	50 Broward	1	12
641679465 FPL	W	45 Palm Beach	1	12
642645912 FPL	W	35 Palm Beach	1	12
642675927 FPL	W	30 Palm Beach	1	12
642679223 FPL	W	40 Palm Beach	1	12
643237953 FPL	C	55 St Lucie	1	12
643276141 FPL	W	40 St Lucie	1	12
643282505 FPL	W	45 Palm Beach	1	12
643331591 FPL	W	30 St Lucie	1	12
644122273 FPL	W	45 Nassau	1	12

35

AT&T slacking past pole

AT&T slacking past pole

24

475501.2468	2271526.789	30.58055878900	-81.57412595500
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644428065 FPL	C	45 Palm Beach	1	12
644518094 FPL	W	30 Palm Beach	1	12
644591697 FPL	C	50 Brevard	1	12
645751735 FPL	W	30 Seminole	1	12
646262760 FPL	W	40 Dade	1	12
646302947 FPL	W	45 Dade	1	12
646625932 FPL	W	45 Putnam	1	12
648639132 FPL	W	45 Dade	1	12
649859773 FPL	W	45 Palm Beach	1	12
650015282 FPL	C	50 Brevard	1	12
650444293 FPL	W	30 Seminole	1	12
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652724693 FPL	W	45 Putnam	1	12
654023138 FPL	W	50 Palm Beach	1	12
655249511 FPL	W	40 Dade	1	12
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655465079 FPL	C	55 Broward	1	12
655694153 FPL	C	50 St Lucie	1	12
657328744 FPL	C	55 Volusia	1	12
657674466 FPL	C	55 Palm Beach	1	12
658753398 FPL	W	45 Seminole	1	12
658952495 FPL	W	50 Palm Beach	1	12
658957134 FPL	W	30 Nassau	1	12
659263575 FPL	W	45 Seminole	1	12
659569657 FPL	W	35 St Johns	1	12
660227650 FPL	C	50 Palm Beach	1	12
660740426 FPL	W	35 Dade	1	12
664530193 FPL	W	35 Seminole	1	12
664680006 FPL	W	35 Dade	1	12
665729471 FPL	C	50 Broward	1	12
665731448 FPL	C	55 Broward	1	12
666629011 FPL	W	40 Dade	1	12
666645274 FPL	C	60 Broward	1	12
666993497 FPL	C	55 Flagler	1	12
667110225 FPL	C	55 Palm Beach	1	12
667410011 FPL	C	55 St Lucie	1	12
667421727 FPL	W	30 Brevard	1	12
668112315 FPL	W	45 Brevard	1	12
668600124 FPL	W	45 Putnam	1	12
668731880 FPL	W	40 Volusia	1	12
669483145 FPL	W	30 Dade	1	12
669483236 FPL	W	30 Dade	1	12
669564884 FPL	C	50 Broward	1	12
670100189 FPL	W	50 Broward	1	12
670348505 FPL	W	50 Broward	1	12

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AT&T slacking past pole

946147.1231	856940.2799	26.68847500100	-80.11190823000
964034.0621	887914.2341	26.77332235200	-80.05643080300
946648.106	735669.5261	26.35486935700	-80.11294165500
718318.0181	1532521.968	28.54946193600	-80.80640805500
571750.4641	1621956.336	28.79531553500	-81.26356429300
924375.1519	545558.9152	25.83227022200	-80.18458618100
922526.1399	557117.8809	25.86410211300	-80.18999055800
440292.1309	1937530.114	29.66168594800	-81.67968988700
906495.4626	519209.8376	25.76007347300	-80.23940342800
938140.6431	871375.9801	26.72833569500	-80.13612701900
699536.5931	1566649.852	28.64339601700	-80.86478990600
568517.3341	1615571.999	28.77773700600	-81.27361273700
899297.9711	525837.826	25.77842117800	-80.26115792600
950596.0968	707007.5749	26.27594780200	-80.10149508500
878920.8471	622482.678	26.04461260400	-80.32155812800
896472.8458	674100.915	26.18635853100	-80.26721814400
465298.0852	1931956.963	29.64674141800	-81.60087072100
964022.2839	868848.5901	26.72087858900	-80.05689976400
919570.175	544723.9099	25.83005423500	-80.19920874600
951417.355	838031.1649	26.63635851300	-80.09617913500
953691.629	704930.1191	26.27017345900	-80.09209389000
871405.6391	1082928.674	27.31137063300	-80.33716215400
626434.508	1742771.843	29.12780702500	-81.09312876200
935805.1159	782286.985	26.48331057300	-80.14510548300
569183.8679	1624676.738	28.80278139900	-81.27159696100
932652.1701	768774.1839	26.44619573000	-80.15501517400
486247.912	2270942.505	30.57909850800	-81.53996734400
570844.855	1625249.735	28.80436760800	-81.26641476500
571806.467	2006433.684	29.85263620400	-81.26611997900
963969.3309	804266.337	26.54322986600	-80.05851922000
926540.7969	560753.2739	25.87403493200	-80.17771355900
623833.0689	1596864.49	28.72652551200	-81.10088765400
935245.0449	591978.8679	25.95978716700	-80.15062830200
937069.1229	625437.758	26.05180186300	-80.14441048200
937092.1209	624690.7451	26.04974638500	-80.14435536100
847578.2911	439644.1329	25.54198488200	-80.41946932100
871802.5871	594068.1679	25.96653921900	-80.34367178900
591873.455	1889601.962	29.53147538400	-81.20217416900
961577.0791	921319.5481	26.86525977500	-80.06320506200
842482.96	1127096.105	27.43325585000	-80.42560033500
727595.3621	1495300.192	28.44704413900	-80.77772491700
782961.4259	1475317.062	28.39169300300	-80.60563847900
469465.0709	1938952.126	29.66603527900	-81.58786512700
644460.719	1773740.449	29.21300150400	-81.03669799500
839851.0431	433182.0398	25.52429599600	-80.44298656100
842197.331	433502.282	25.52514989900	-80.43586768200
938368.1029	670191.0799	26.17489539800	-80.13955330100
936522.0771	612969.574	26.01751114200	-80.14632491100
889822.2361	676164.6579	26.19213789800	-80.28746256000

670363758 FPL	W	45 St Johns	1	12
670917600 FPL	C	50 Dade	1	12
671756326 FPL	W	35 Volusia	1	12
672107055 FPL	W	30 Flagler	1	12
674184686 FPL	W	45 Dade	1	12
674372456 FPL	W	30 Seminole	1	12
674393781 FPL	W	35 Volusia	1	12
674518636 FPL	W	45 Flagler	1	12
675003619 FPL	C	55 Volusia	1	12
675051471 FPL	C	60 Dade	1	12
675393445 FPL	W	50 Volusia	1	12
675672143 FPL	C	50 Flagler	1	12
675824658 FPL	W	50 Volusia	1	12
679703762 FPL	W	45 Nassau	1	12
680646128 FPL	W	45 Seminole	1	12
680806781 FPL	W	35 Flagler	1	12
681158134 FPL	W	40 Broward	1	12
681416616 FPL	W	40 Dade	1	12
681561336 FPL	W	30 Seminole	1	12
681718635 FPL	W	40 Dade	1	12
685004367 FPL	C	50 Broward	1	12
686166801 FPL	C	50 Broward	1	12
687690015 FPL	W	40 Dade	1	12
688923282 FPL	C	45 St Johns	1	12
689873956 FPL	W	40 Baker	1	12
690132076 FPL	W	50 Volusia	1	12
690281960 FPL	W	45 Brevard	1	12
691395780 FPL	C	55 Putnam	1	12
693117979 FPL	W	60 Dade	1	12
693132673 FPL	W	30 Dade	1	12
697694098 FPL	W	45 Broward	1	12
697840072 FPL	W	45 Volusia	1	12
699100208 FPL	C	50 Dade	1	12
699659775 FPL	W	40 Dade	1	12
701657623 FPL	W	45 Dade	1	12
701765002 FPL	C	55 Dade	1	12
704304465 FPL	W	40 St Johns	1	12
706158983 FPL	C	55 Volusia	1	12
706526696 FPL	W	50 St Johns	1	12
708595987 FPL	C	55 Dade	1	12
709020739 FPL	C	55 Dade	1	12
717427852 FPL	W	35 St Johns	1	12
717559335 FPL	W	40 St Johns	1	12
727980707 FPL	W	30 St Johns	1	12
731931120 FPL	W	40 Volusia	1	12
745210336 FPL	W	40 Volusia	1	12
749822571 FPL	W	50 Volusia	1	12
749852430 FPL	W	50 Volusia	1	12
750236429 FPL	W	50 Volusia	1	12

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462157.474	2077677.177	30.04737953200	-81.61320052800
876437.2891	566802.54	25.89146119900	-80.32999024700
604638.7838	1640446.719	28.84633000000	-81.16096005700
594272.8269	1915031.176	29.60141529500	-81.19476345000
826664.3568	401230.628	25.43652974000	-80.48334922400
602830.6798	1615021.602	28.77639775900	-81.16649677800
635667.7241	1661625.679	28.90465789300	-81.06407096200
608613.9731	1872937.822	29.48571924300	-81.14946608600
703001.513	1652312.411	28.87898008500	-80.85365927100
917097.739	596538.4389	25.97264454000	-80.20577098100
702215.82	1646897.789	28.86409129100	-80.85613480900
585149.1571	1883647.381	29.51506676300	-81.22328278700
639305.7089	1727961.538	29.08709859300	-81.05279326500
484292.6991	2283108.656	30.61252211600	-81.54636799000
562593.3952	1614760.845	28.77546741800	-81.29209876000
593455.8341	1913413.594	29.59696327800	-81.19732560200
895593.1891	625718.5321	26.05326744200	-80.27072710000
868211.255	506896.984	25.72675847500	-80.35590248900
572764.865	1601129.803	28.73804351700	-81.26025505100
839601.306	434798.1459	25.52874545500	-80.44372334700
886446.7501	651037.6081	26.12306144900	-80.29816936400
886427.2291	657659.6749	26.14127978000	-80.29811996200
917051.1511	564574.8551	25.88470932400	-80.20650192700
555306.6318	2027070.88	29.90926871800	-81.31834888100
201385.1609	2138778.826	30.20891490600	-82.43969443600
636028.4848	1813696.438	29.32287345500	-81.06319850000
757450.9779	1444992.484	28.30849465900	-80.68522746500
463572.0709	1908223.283	29.58145439900	-81.60591364300
893362.813	593413.412	25.96442549000	-80.27806390700
878904.1139	521399.285	25.76651106700	-80.32319790900
908060.093	661125.0551	26.15047695100	-80.23212058200
637154.7949	1797360.644	29.27795070200	-81.05963790700
916640.8501	532395.3591	25.79618503100	-80.20833924000
836055.3161	443100.0981	25.55162801900	-80.45437306900
875931.4499	580158.091	25.92821228800	-80.33132164400
863436.7239	544127.815	25.82925451900	-80.36986385900
543161.0521	2029841.774	29.91678989000	-81.35671073100
635617.6261	1786558.632	29.24824214100	-81.06444096500
583161.793	1955065.119	29.71144832400	-81.22997639900
858910.7159	536256.8009	25.80765819200	-80.38373520200
843395.327	470092.071	25.62580877600	-80.43175986100
530258.8142	2028728.488	29.91361219400	-81.39742436900
508830.6749	2046219.005	29.96148477900	-81.46528319200
533600.1789	2007040.474	29.85400683800	-81.38664755700
645534.7319	1775861.081	29.21883432100	-81.03333311800
637943.999	1801264.508	29.28868766400	-81.05716836200
670778.7431	1741244.549	29.12363130400	-80.95423714500
670495.181	1741818.071	29.12520886400	-80.95512458700
669017.9198	1743828.074	29.13073810300	-80.95974934400

PUBLIC VERSION

751989518 FPL	W	50 Brevard	1	12					713749.5889	1475311.091	28.39212956000	-80.82090369900
752449906 FPL	W	45 Brevard	1	12					728874.1321	1508210.894	28.48254690700	-80.77366991700
754088358 FPL	W	40 Alachua	1	12					311473.9499	1912013.4	29.58882970500	-82.08447674400
761620743 FPL	W	40 Seminole	1	12					617718.6461	1565162.224	28.63931899800	-81.11986607500
766458517 FPL	C	50 Volusia	1	12					648982.9209	1748280.001	29.14298561800	-81.02250672500
767919591 FPL	W	50 Brevard	1	12					735269.3621	1432533.749	28.27436913300	-80.75424245900
775528089 FPL	W	40 Brevard	1	12					781031.4429	1408909.19	28.20906178800	-80.61230370100
783704896 FPL	W	40 St Johns	1	12					546380.3698	2028921.861	29.91428745200	-81.34654019000
785189292 FPL	W	40 Brevard	1	12					781452.5381	1449631.123	28.32106039600	-80.61058930300
787221599 FPL	W	50 Brevard	1	12					732270.2871	1476960.038	28.39657694300	-80.76328941800
790235850 FPL	C	50 Brevard	1	12					733275.731	1481779.779	28.40982769600	-80.76013224600
802537818 FPL	W	40 St Johns	1	12					472297.2181	2053415.48	29.98081456300	-81.58076482200
807346288 FPL	W	50 Brevard	1	12					749897.9749	1470500.209	28.37870356400	-80.70850924500
807793779 FPL	W	50 Seminole	1	12					613550.5111	1566417.569	28.64275948300	-81.13286473800
808010243 FPL	C	55 St Johns	1	12					448243.4601	2085329.753	30.06820839800	-81.65731468600
810644530 FPL	W	50 Columbia	1	12					132253.6718	2130397.97	30.18329436900	-82.65808458300
821613671 FPL	W	45 Brevard	1	12					782892.659	1432089.984	28.27280234600	-80.60629080300
824159641 FPL	W	40 Volusia	1	12					688269.7521	1682323.604	28.96155932100	-80.89961164100
827946816 FPL	W	45 Volusia	1	12					651513.6901	1755103.478	29.16175209800	-81.01458142300
828204708 FPL	W	40 Volusia	1	12					651066.775	1756237.268	29.16486999200	-81.01598217800
829910218 FPL	C	55 Putnam	1	12					448478.4659	1932036.425	29.64670941800	-81.65381874600
849162365 FPL	W	40 St Johns	1	12					556842.8821	2019522.962	29.88852529400	-81.31343508700
870808573 FPL	W	30 Putnam	1	12					459706.1669	1905972.107	29.57520809600	-81.61803765100
912422834 FPL	W	40 Volusia	1	12					704945.8339	1651391.481	28.87644059000	-80.84758762400
920819239 FPL	W	40 Seminole	1	12					556217.9489	1615475.247	28.77738769400	-81.31200580700
JB0491 FPL	W	30 Brevard	1	12					719282.1576	1479948.738	28.40486129200	-80.80367243300
JB0523 FPL	W	30 Brevard	1	12					737770.8739	1475354.165	28.39212934800	-80.74619100400
JB0529 FPL	W	40 Brevard	1	12					738089.9366	1476796.145	28.39609352000	-80.74518915400
JB0695 FPL	W	45 Brevard	1	12					755711.0709	1462394.497	28.35636975600	-80.69049610000
JB0741 FPL	W	35 Brevard	1	12					782885.6691	1431932.168	28.27236834900	-80.60631411400
JB12219 FPL	W	30 Broward	1	12					916701.1249	614689.3645	26.02258625900	-80.20664279200
JB12644 FPL	W	45 Broward	1	12					928586.2813	646000.7359	26.10852235700	-80.16984696600
JB131630 FPL	W	30 Seminole	1	12					571706.352	1599152.521	28.73259907500	-81.26354443000
JB180257 FPL	W	30 Volusia	1	12					645685.5639	1769171.82	29.20043832600	-81.03285440200
JB1979 FPL	W	35 Dade	1	12					926562.7706	560399.977	25.87306258700	-80.17765346600
JB2443 FPL	W	30 Indian River	1	12					848637.0967	1179933.873	27.57851383500	-80.40584816200
JB3100 FPL	W	30 Dade	1	12					878695.4234	479046.4065	25.64998908900	-80.32449016400
JB3266 FPL	W	30 Martin	1	12					901403.92	1041923.642	27.19811187000	-80.24554830300
JB5447 FPL	W	40 Palm Beach	1	12					947854.4258	834024.4075	26.62540566100	-80.10717060000
JB5697 FPL	W	50 Palm Beach	1	12					916588.7597	821481.5766	26.59147047800	-80.20310349400
JB5832 FPL	W	50 Palm Beach	1	12					963854.3758	870372.0887	26.72507272000	-80.05737956000
JB6492 FPL	W	40 Palm Beach	1	12					919885.3873	769409.7706	26.44816954300	-80.19401733000
JB6698 FPL	W	45 Palm Beach	1	12					945807.9739	783748.111	26.48714354100	-80.11449732000
JB6713 FPL	C	45 Palm Beach	1	12					935112.696	786991.9234	26.49626593000	-80.14712662900
			1.17	14.20	41.22	20						
176408 FPL	W	45 Palm Beach							761631.482	854216.3031	26.68339086200	-80.67701360700
255074 FPL	W	55 Indian River							806108.394	1191053.622	27.60960005900	-80.53700143300
263606 FPL	W	30 St Lucie							809565.375	1070513.869	27.27799356800	-80.52774094000

Pole Change Out

AT&T slacking past pole

AT&T removed
AT&T removed
AT&T removed

FPL00258

336182 FPL	W	45 Indian River
443972 FPL	W	40 St Lucie
807086 FPL	W	40 Palm Beach
900812 FPL	C	45 Palm Beach
972824 FPL	W	30 Palm Beach
1094870 FPL	W	40 Palm Beach
1774676 FPL	W	35 St Johns
2545790 FPL	W	35 Flagler
3064682 FPL	W	45 Brevard
3272300 FPL	W	30 Brevard
3366926 AT&T	W	45 Brevard
3599187 AT&T	W	45 Dade
3680499 FPL	W	45 Broward
4056507 FPL	C	50 Dade
4807629 FPL	W	35 Dade
5102565 AT&T	W	35 Dade
5784447 AT&T	W	40 Dade
5896431 AT&T	W	40 Dade
5973351 FPL	W	40 Dade
6103497 FPL	C	50 Dade
152976113 FPL	W	45 Brevard
186343268 FPL	W	40 Palm Beach
204837615 FPL	W	40 Volusia
283968435 FPL	W	35 Indian River
288255423 FPL	W	35 Indian River
547994517 FPL	W	40 Brevard
548048033 FPL	W	35 St Lucie
556530183 FPL	W	30 Volusia
563772906 FPL	W	45 Broward
571381848 FPL	C	50 Broward
573028704 FPL	W	35 St Lucie
573032802 FPL	W	40 St Lucie
573378097 AT&T	W	40 Palm Beach
576337531 FPL	C	30 Broward
576955651 FPL	W	35 Dade
580432706 FPL	W	30 Seminole
597420848 FPL	W	40 Putnam
609821396 FPL	W	45 Dade
611050004 FPL	W	30 Palm Beach
614487599 FPL	W	40 St Johns
619952163 FPL	W	45 Dade
631839532 FPL	C	50 Broward
633494281 FPL	W	40 Dade
643198907 FPL	W	30 Dade
644406835 FPL	W	40 Palm Beach

Pole Change Out, AT&T removed
AT&T removed
AT&T removed
AT&T removed
couldn't locate pole
Pole removed
AT&T removed
Topped pole, AT&T removed
AT&T removed
AT&T removed
Pole Change Out, AT&T removed
Pole Change Out
AT&T removed
Abandoned pole
AT&T removed
Misidentified in audit, old AT&T pole
Pole Change Out
Misidentified in audit, old AT&T pole
AT&T removed
Pole removed
AT&T removed
AT&T removed
AT&T removed
AT&T removed
AT&T removed
AT&T removed
AT&T removed
AT&T removed
Pole removed new Arby's
AT&T removed
AT&T removed
AT&T removed
AT&T removed
Pole Change Out
AT&T removed
Pole removed new condos
AT&T removed
AT&T removed
AT&T removed
AT&T removed
Pole removed due to new building construction
AT&T removed
Pole Change Out, AT&T removed
AT&T removed
Pole removed

828679.3459	1263968.469	27.80990845100	-80.46633231800
849796.2991	1119356.751	27.41187272200	-80.40316917200
897666.2162	822308.361	26.59405721300	-80.26098840000
911210.1851	916887.1751	26.85400662500	-80.21776857300
922710.1621	942346.114	26.92383817800	-80.18199609900
939453.108	776938.4389	26.46853020200	-80.13406420500
499132.007	2006258.98	29.85149478600	-81.49536625500
590544.816	1870152.264	29.47798312800	-81.20624365700
751757.42	1382525.844	28.13672223600	-80.70339717500
781044.1069	1330332.543	27.99293786000	-80.61304051200
798848.402	1330590.351	27.99348065900	-80.55786806900
907120.1999	593495.8272	25.96443736700	-80.23619285000
920377.1609	600718.8111	25.98409006400	-80.19571149500
878985.2489	556992.8821	25.86443665000	-80.32239438800
829926.3251	437288.134	25.53570492800	-80.47303250700
881366.38	517528.82	25.75582742300	-80.31577758700
916840.5541	565775.2789	25.88801536900	-80.20712036600
900707.1881	500996.9961	25.71005645100	-80.25730080200
896555.1951	494347.01	25.69182432000	-80.27002172300
857767.2799	508268.5701	25.73066891000	-80.38760597900
813161.0039	1298836.936	27.90599288700	-80.51390943200
900090.5879	834355.188	26.62715812500	-80.25335488900
634519.6289	1824286.41	29.35199399900	-81.06795275900
839804.4221	1215634.544	27.67682609300	-80.43260734800
842169.3048	1195468.431	27.62132729700	-80.42559061600
784061.424	1400192.213	28.18505926600	-80.60298455600
881450.2381	1115901.771	27.40191768500	-80.30566558500
654297.3131	1761001.301	29.17797244300	-81.00586071000
925301.594	645461.3732	26.10709581900	-80.17986606000
936246.2899	597330.9901	25.97449335000	-80.14747516100
869849.2439	1106221.803	27.37546489700	-80.34157627500
857765.2789	1129335.733	27.43921415500	-80.37845348200
964453.1928	926916.3903	26.88059603200	-80.05425592200
951119.751	687078.514	26.22111428000	-80.10031955900
913765.1669	550576.8841	25.84625296200	-80.21674967000
610627.781	1559332.872	28.62326502900	-81.14195052600
459035.9251	1940687.588	29.67065765400	-81.62073084300
826628.333	404798.9929	25.44634836300	-80.48341650200
954099.6659	739964.005	26.36654026000	-80.09009616500
521768.9689	2072938.866	30.03509417100	-81.42473836700
923478.0408	536165.3969	25.80644243800	-80.18748977300
949482.0899	719021.56	26.30901854700	-80.10464057900
830746.5659	429125.486	25.51323700000	-80.47064355500
910122.9501	512891.592	25.74263263900	-80.22849476400
958845.0961	777808.45	26.47055179100	-80.07477442400

Exhibit F

Respondent.

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)
)
) Proceeding No. 19-187
)
) Bureau ID No. EB-19-MD-006
)
)
)
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2. I hold both a Bachelor of Science Degree (1978) and a Master's Degree (1980) in Mechanical Engineering and have over 35 years of education and work experience in the field of statistical analyses. I have taken graduate level courses in statistics (1983 – 1995) and received additional training in statistics in the process of obtaining two Six Sigma Black Belts in 2010 and 2014. I have also been qualified as a “Certified Quality Engineer” since 1991 and a “Certified

Reliability Engineer" since 1999 by the American Society for Quality ("ASQ"). Both of these certifications require significant training in statistical analysis and successfully satisfying examination requirements. To maintain these certifications, the ASQ requires additional on-going training and testing every three years. I have maintained these ASQ certifications since I originally obtained them through the current date. I have been responsible for performing statistical analyses of data over my entire 35 year employment career. In fact, I have been regularly involved in and most often directly responsible for creating more than a hundred statistically reliable surveys to measure some form of data for my employers. A copy of my CV is attached.

B. The Data to be Collected in the Field

3. Regarding the Pole Attachment Complaint, I have been informed that in reference to each FPL pole, AT&T has assumed it only occupies 1 foot of space and that there are five (5) attachers. (hereinafter the "Assumed Inputs").

4. Prior to the Complaint being filed, FPL did not have any data to contradict the presumption that AT&T only occupies 1 foot of space. In reference to the number of attachers to each FPL distribution pole, the parties' Joint Use Audits provide this data with the exception that governmental attachments were not captured.¹

5. Since there was not enough time to conduct an audit of each and every FPL pole, I developed a plan for a statistically reliable random survey of all FPL distribution poles with AT&T attached to gather the data to address the accuracy of the Assumed Inputs. Since the data

¹ In reference to the Joint Use Audits that are also performed by Alpine on behalf of both FPL and AT&T, historically the data collected as to FPL poles has been limited to: (a) pole count of AT&T occupancy; (b) number of other licensees attached (*excluding governmental attachments*); (c) type of pole material; and (d) pole height. Subsequent to FPL performing the July 2019 Survey discussed herein, FPL learned that Alpine actually collected data on the number of governmental attachments in its most recent Joint Use Audit performed in Central Florida. This data is consistent with the results of the Survey and shall be discussed later.

collected in the field concerned tangible items that could be measured (distance and numbers), the random survey results would provide an extremely reliable indicator of the accuracy or inaccuracy of the Assumed Inputs.

C. Sources of Information

6. In providing this declaration, in addition to my training and years of experience in statistical analyses, I have relied upon the following sources of information to provide this declaration:

- Initial estimation of governmental attachers on FPL distribution poles provided by Kenneth Gilbert;
- Declaration of Robert Murphy, Senior Vice President, Alpine Communication Corp. (hereinafter the "**Murphy Declaration**");
- All attachments to the Murphy Declaration, including the data provided from the survey performed in July of 2019 ("**Survey**");
- Declaration of Thomas J. Kennedy ("**Kennedy Declaration**"); and
- JMP Statistical Software version 14.2.0.

D. Survey Design

i. Parameters

7. The Survey was designed to measure the following parameters on the population of FPL owned joint use poles with AT&T attached:

- Count of governmental attachments and attachers; and
- Space utilized by AT&T attachments.

ii. Sample Size determination

8. Because the Survey was to measure multiple parameters on the poles, the parameter estimate with the most variability would be the driver for the sample size of the

survey. It was expected that the estimate of the percentage of governmental attachers would be the parameter with the most variability because of its low frequency of occurrence. Since it was unknown during the planning stage what the actual percentage would be, a planning value was set by Kenneth Gilbert, a supervisor of FPL's joint use group, with over 20 years of experience of overseeing and managing FPL's Joint Use Audits. Based upon Mr. Gilbert's extensive experience with field conditions of FPL's distribution poles and attachers, he opined that the average number of governmental attachments would be extremely low and in the neighborhood of 2.50% or less. The Poisson approximation to the binomial distribution was used to establish the confidence interval around a selection of sample sizes. At these low percentages, the margin of error is not symmetric and will be stated asymmetrically. It was determined that our estimate should be within 1.0% of the true percentage or in other words a 1% margin of error. In order to achieve this margin of error, a sample size of 2000 poles was chosen. This provides a 95% confidence interval of 1.9% to 3.3% around the planning value of 2.5%. This sample size meets the required confidence interval with extra margin to allow for missing poles.

iii. Pole Selection

9. Pole selection was taken from the entire population of FPL-owned distribution poles with AT&T attached, as identified by the most recent Joint Use Audits performed by Alpine. This population was provided to Alpine through an email transmittal that included an excel spreadsheet identifying 401,919 FPL distribution poles ("**Database**"). Because this excel spreadsheet is over 8,000 pages long, I cannot attach a copy to my declaration. From this Database, 2000 poles were randomly selected by FPL. An excel random number was generated for each pole in the Database, then sorted in ascending order and the top 2000 poles were chosen. A true copy of the list of 2000 poles selected for the Survey is attached to the Murphy

Declaration as Exhibit B. There were no stratification factors in choosing the poles. The poles were randomly picked for the Survey regardless of their geographic location, likelihood of attachments or ease of surveying. Across the full territory, 0.50% of the poles were included in the survey. All areas were well represented in the survey with minimal percentage of 0.46% from the East Area.

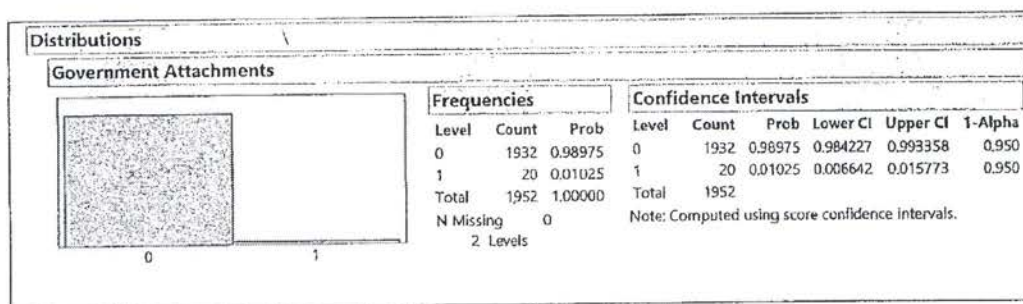
Geographic Area for Audit	# of FPL Distribution poles shared with AT&T	Number of Poles Included in Survey
Central Florida	44,856	234
North Florida	40,174	198
Brevard Florida	39,714	244
Miami-Dade	111,486	541
Broward	63,597	311
East	102,092	472
Total	401,919	2000

E. July 2019 Survey Results by Alpine regarding Government Attachments (*Just slightly over 1% of FPL poles will have a governmental attachment*)

10. As provided in the Murphy Declaration, 48 of the 2000 poles surveyed, were not eligible to participate in the Survey. This represents 2.40% of the data and will not impact the 1% margin of error. For the balance of the declaration, the sampled population of FPL distribution poles with AT&T attached will be 1952 observations. As noted in the Murphy Declaration, after completing the Survey, to test the reliability of the data collected, Alpine randomly selected 20 poles and confirmed in the field that the originally recorded data was accurate. A copy of the Alpine Survey results is attached to Murphy's Declaration as Exhibit C.

11. In performing the Survey, Alpine only found 20 of the 1952 poles had governmental attachments. This represents just 1.02% of the FPL distribution poles. Of those 20 poles with observed attachments, all of them had just one governmental attachment, so the number represents both the percentage of poles with governmental attachments and the average

governmental attacher rate per pole. Based on the sampled data, the mean estimate of the number of governmental attachers per pole is 0.0102 with an upper 95% confidence interval of 0.0158 and a lower 95% confidence interval of 0.0066. In other words, 95% of the time you ran this survey, the larger population would be within this interval.



F. Results of the Joint Use Audit Regarding Governmental Attachments limited to Central Florida (2.80% of FPL poles will have a governmental attachment)

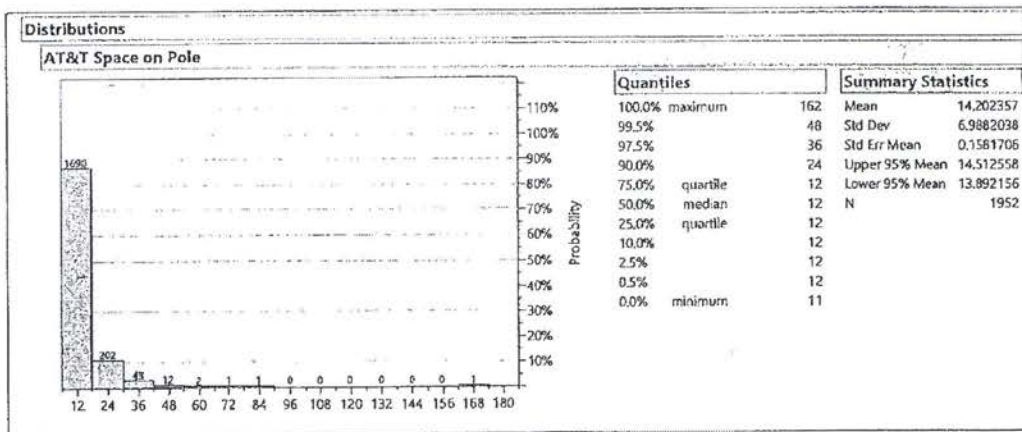
12. As more particularly discussed in the Murphy Declaration, Alpine recorded the number of governmental attachments during the most recent Joint Use Audit of 44,769 FPL distribution poles located in Central Florida. This type of information had not been collected by Alpine in prior Joint Use Audits. FPL learned of this information after Alpine conducted the July 2019 Survey.

13. The information collected in the Joint Use Audit of Central Florida regarding governmental attachments was consistent with the information collected in the random survey of 1952 FPL distribution poles located throughout the state of Florida. The data results of the Joint Use Audit further bolstered the finding in the Survey that only a very insignificant fraction of FPL poles (2.8% of joint use poles or .028 per pole)² have a governmental attachment.

² 1271 governmental attachers ÷ 44,769 = 2.8% or .028. If we round these numbers off, it will be 3% of the joint use poles or .03 governmental attachers per pole.

G. July 2019 Survey Results by Alpine regarding AT&T Space Occupied on FPL Distribution Poles (14.20 inches or 1.18 feet)

14. AT&T assumed that it occupied one foot of space on each FPL pole. The plot below shows the distribution of space occupied by AT&T attachments as measured on the 1952 FPL distribution poles. The data is arranged in bin sizes of every 12" +/- 6". Counts are shown for each of the bins. The overall average for the space was 14.20 inches with an upper 95% confidence interval of 14.51 inches and a lower 95% confidence interval of 13.89 inches.



The 14.20" measurement was conservative as FPL did not take into consideration the sag of AT&T cable which was measured as part of the Survey.

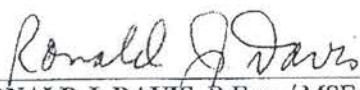
G. Summary of the Data Collected

Below is a summary of the data provided by the two surveys and how they differ from the AT&T assumptions:

Source	Number of Attachments	Space Occupied by AT&T
AT&T Assumptions	5 per pole	12"
July 2019 Random Survey of Governmental Attachments	.01 per pole	14.20" or 1.18' per pole
2019 Joint Use Audit – Central Florida – Govt Attachments	.28 per pole	Data not collected
Other Attachers- Most Recent Joint Use Audits of All Geographic Areas	2.96 per pole ³	Data not collected
Totals	2.97 to 2.99⁴ per pole	14.20" or 1.18' per pole

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 13, 2019


 RONALD J. DAVIS, B.Eng. / MSE / ASQ CQE

³ This information was obtained from the Kennedy Declaration.

⁴ The number varies depending on whether you use the data on governmental attachers from the Survey or the data from the 2019 Joint Use Audit performed in Central Florida. I rounded the governmental attacher input to .03 to be conservative.

Ronald J. Davis

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ronald.davis@fpl.com

EXPERTISE

- Quality Management
- DMAIC
- Design for Six Sigma
- Process Improvement
- Statistical Methods
- Algorithm Design
- JMP (stat program)
- Minitab (stat program)
- Test Methods
- Test Systems Design
- Usability Testing
- VB.net

EDUCATION

MS Mechanical Engineering, University of California, Berkeley, 1980
BS Mechanical Engineering, Carnegie-Mellon University, 1978

ADDITIONAL TRAINING

Graduate level Statistics courses, Rochester Institute of Technology and Eastman Kodak, 1983 to 1995 – Design of Experiments, Regression Analysis, Hypothesis Testing and Confidence Intervals

CERTIFICATIONS

Six Sigma Master Black Belt, Tyco International 2010 - expertise in guiding an organization to maximize product quality;

Six Sigma DFSS Black Belt – Tyco International 2004 - expertise in product design for excellence, quality tools and statistical methods;

Certified Reliability Engineer, ASQ 1999 – expertise in failure mode prediction and reliability quantification. Triennial re-certification and current; and

Certified Quality Engineer, ASQ 1991 – expertise in development of quality systems, inspection, metrology, statistical and sampling methods to assure quality. Triennial re-certification and current.

PROFESSIONAL EXPERIENCE

NextEra Energy/ Florida Power and Light, Jupiter, FL – 2012 to present

- Quality Deployment Leader – Resource to support quality tools and statistical analysis within the Power Delivery business. Provide guidance to Power Delivery personnel to analyze their data and perform analysis as required using more advanced methods

Tyco International, Boca Raton, FL, 1997-2011

- Product Assurance Program Manager, Sensormatic Anti-theft tags & labels – Set test standards for the quality assurance of new products. Design and implement new test methods. Use sampling and data collection methods to verify the quality of pilot runs. Design sampling inspection and quality control procedures to assure the quality levels of manufacturing production in Puerto Rico, China and Mexico.

Eastman Kodak Co, Rochester, NY, 1981-1997

- Senior Process Improvement Engineer, Motion Picture Film Finishing – Use data collection and statistical analysis to determine root cause of manufacturing issues.
- Quality Improvement Facilitator, Automatic Machine Systems Division – Six weeks of intensive training in quality and data analytical methods.
- Machine Design Engineer: Optical Media, Instant Film, and Paper Box – Designed custom equipment for manufacturing operations

HONORS / AWARDS

IQPC Best Design for Six Sigma Project, “Visible Source Tag”, 2007

Tyco Winner’s Circle, “Best Product Development”, 2004

Tyco Quest Award, “Ultra*Max Defect Reduction”, 2001

MEMBERSHIPS / AFFILIATIONS

American Society for Quality, Senior Member, 1991 to present

PUBLICATIONS

Accelerated stress testing to detect probabilistic software failures, IEEE, 2004

PATENTS

Optimization of the Field Profile on a high field strength magnetic detacher

United States Patent Application 12/419623, 2009