

FILED EB 04-381

JUL 20 2000

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

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

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

JUL 21 2000

Complainants,

P.A. No. 00-004

vs.

GULF POWER COMPANY,

Respondent.

To: Cable Services Bureau

MOTION OF GULF POWER COMPANY  
FOR LEAVE TO FILE MOTION TO DISMISS COMPLAINT  
FOR LACK OF JURISDICTION

4 Pgs

Respondent, Gulf Power Company ("Gulf Power"), respectfully files this motion for leave to file the accompanying Motion to Dismiss Complaint and Petition for Temporary Stay for Lack of Jurisdiction (the "Motion to Dismiss").<sup>1</sup> As set forth below, and in the accompanying Motion to Dismiss, good cause exists for Gulf Power's filing. First, the Commission lacks jurisdiction because Petitioners are either currently using, or intend to use, the facilities they attach to Gulf Power's poles to provide Internet service. Second, Petitioners' claims for breach of contract are outside the Commission's jurisdiction over contractual rates, terms, and conditions. Finally, the Petition is untimely.

<sup>1</sup>Gulf Power is filing this Motion for Leave in conformity with 47 C.F.R. § 1.1407(2), which provides that "no other filings [*i.e.*, other than the response and the reply] and no motions other than for extensions of time will be considered unless authorized by the Commission."

In *Gulf Power Co. v. Federal Communications Commission*, 208 F.3d 1263 (11th Cir. 2000) (“*Gulf Power II*”), the Court held that the Commission lacks jurisdiction to regulate the rates, terms, and conditions of pole attachments that are used to provide Internet service, irrespective of whether the Internet service is provided on a stand-alone or on a “commingled” basis (*i.e.*, in tandem with the provision of cable service or telecommunications services). As set forth in the accompanying Motion to Dismiss, it is undisputed that Cox Communications Gulf Coast, L.L.C. (“CCGC”); Mediacom Southeast LLC (“Mediacom”); and Comcast Cablevision of Panama City, Inc. (“Comcast”) (as well as many, if not all, other members of the Florida Cable Telecommunications Association, Inc. [“the Association”]) are either currently using, or intend in the future to use, the facilities they attach to Gulf Power’s poles to provide either Internet service or commingled Internet and telecommunications services.

As such, under *Gulf Power II*, the Commission *does not have jurisdiction* under section 224 of the Communications Act of 1934, as amended, 47 U.S.C. § 224, to adjudicate the Petitioners’ complaint or petition for stay.

In a recent ruling in *Cavalier Telephone, LLC v. Virginia Electric and Power Company*, File No. PA 99-005, the Commission refused to follow the mandates of *Gulf Power II*, stating that the case was subject to “further litigation.” *Id.* at ¶ 7. While the DOJ/FCC, the National Cable Television Association, and World Com, Inc. have asked the Court to reconsider its ruling in *Gulf Power II*, the Commission “is bound by the principle of *stare decisis* to abide by a recent decision of one panel of [the Court of Appeals] unless the panel has withdrawn the opinion or the court *en banc* has overruled it.” *Vo Van Chau v. United States Department of State*, 891 F. Supp. 650, 654 (D.D.C. 1995) (quotations omitted); *see also White v. Lemacks*, 183 F.3d 1253, 1255 (11th Cir. 1999) (reasoning that

Court was “bound to follow prior panel decisions, except where they have been overruled either by an *en banc* decision of this Court or a decision of the Supreme Court”). “The fact that [parties have] petitioned for rehearing is . . . irrelevant.” *Vo Van Chau*, 891 F. Supp. at 654. The *Gulf Power II* opinion is valid and binding on the Commission until it is overruled or withdrawn.

Gulf Power’s Motion to Dismiss is also due to be considered based upon the Commission’s previous recognition that its authority over pole attachments does not “supplant that of the local jurisdiction when the issue between the parties is a breach of contract not involving unjust or unreasonable contractual rates, terms, or conditions.” *In the Matter of Marcus Cable Associates, L.P. v. Texas Utilities Electric Co.*, 12 F.C.C.R. 10362, ¶ 10 (1997). The Commission has no jurisdiction over breach of contract claims that do not involve determining whether terms are unjust or unreasonable. In their pleadings, the Petitioners allege that a course of dealing has somehow nullified the express language in the affected agreements and allows the parties to unilaterally terminate those arrangements. In making this allegation, the Petitioners actually are not claiming that this termination provision or any other provision of the contract is unjust or unreasonable. They are simply alleging a breach of contract claim, for which no contract now exists because the agreements of Petitioners Mediacom and Comcast have expired by their own terms or, as in the case of CCGC, Petitioner is a new attacher who has obtained ownership of attached facilities of former entities who voluntarily terminated or abandoned their agreements with Gulf Power. Accordingly, the Commission has no jurisdiction over this breach of contract claim.

Finally, section 1.1404(d) of Title 47, Code of Federal Regulations, requires Petitions for Stay to be filed “within 15 days of receipt of . . . notice” that there will be a termination.

*See also* 47 C.F.R. § 1.1404(c). Petitioner Comcast had notice of the expiration and termination on at least April 3, 2000 (if not earlier). Petitioner Mediacom had notice of the expiration and termination on April 27, 2000 (if not earlier). Petitioner CCGC had notice that it had no contract and that the former attachers' agreements were terminated on May 17, 2000 (if not earlier, as much as October, 1999, when the attachers relinquished their agreements). This Petition was not filed until July 10, 2000, and is therefore untimely.

WHEREFORE, Gulf Power Company respectfully urges the Commission to enter an order granting leave to file the accompanying Motion to Dismiss.

Respectfully submitted,



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Attorneys for Respondent GULF POWER COMPANY

DATED: July 20, 2000

## CERTIFICATE OF SERVICE

I, Regina Hogan, a secretary in the law firm of Keller and Heckman LLP, certify that copies of the foregoing "Motion of Gulf Power Company to Dismiss Complaint And Complainants' Petition for Temporary Stay for Lack of Jurisdiction" were delivered by hand or sent by overnight delivery to the following on this, the 20th day of July, 2000:

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Before The  
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Complainants,

P.A. No. 00-004

vs.

GULF POWER COMPANY,

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To: Cable Services Bureau

**MOTION OF GULF POWER COMPANY TO DISMISS COMPLAINT  
AND COMPLAINANTS' PETITION FOR TEMPORARY STAY  
FOR LACK OF JURISDICTION**

Respondent, Gulf Power Company ("Gulf Power"), respectfully moves for an order dismissing the Complaint and Petition for Temporary Stay ("Petition") filed by the Florida Cable Telecommunications Association, Inc. (the "Association"); Cox Communications Gulf Coast, L.L.C. ("CCGC"); Mediacom Southeast LLC ("Mediacom"); and Comcast Cablevision of Panama City, Inc. ("Comcast"), hereinafter collectively referred to as "Petitioners," on July 10, 2000.<sup>1</sup> For the reasons set forth below, the Complaint and the Petition must be dismissed under the holding of *Gulf Power Co. v. Federal Communications Commission*, 208 F.3d 1263 (11th Cir. 2000) ("*Gulf Power II*"). Gulf Power was one of the

<sup>1</sup>In conformity with 47 C.F.R. § 1.1407(a), Gulf Power is contemporaneously filing a Motion for Leave to File Motion to Dismiss.

named petitioners in *GulfPower II*. Therefore, the *GulfPower II* decision is directly binding on the Commission in this proceeding against Gulf Power.

In a recent ruling in *Cavalier Telephone, LLC v. Virginia Electric and Power Company*, File No. PA 99-005, the Commission refused to follow the mandates of *Gulf Power II*, stating that the case was subject to “further litigation.” *Id.* at ¶ 7. While the DOJ/FCC, the National Cable Television Association, and World Com, Inc. have asked the Court to reconsider its ruling in *Gulf Power II*, the Commission “is bound by the principle of *stare decisis* to abide by a recent decision of one panel of [the Court of Appeals] unless the panel has withdrawn the opinion or the court *en banc* has overruled it.” *Vo Van Chau v. United States Department of State*, 891 F. Supp. 650, 654 (D.D.C. 1995) (quotations omitted); *see also White v. Lemacks*, 183 F.3d 1253, 1255 (11th Cir. 1999) (reasoning that the Court was “bound to follow prior panel discussions, except where they have been overruled either by an en banc decision of this Court or a decision of the Supreme Court”). “The fact that [parties have] petitioned for rehearing is . . . irrelevant.” *Vo Van Chau*, 891 F. Supp. at 654. The *Gulf Power II* opinion is valid and binding on the Commission unless it is overruled or withdrawn.<sup>2</sup>

In addition, the Complaint and Petition are also due to be dismissed because they raise breach of contract claims over which the Commission has no jurisdiction to adjudicate.

Finally, the Petition is untimely.

<sup>2</sup>Even accepting the Commission’s interpretation of *Gulf Power II*’s status, the Commission should refrain from acting pursuant to questionable jurisdiction where its actions may prove futile and subject the parties to unnecessary expenses and uncertainty.

**I. THE COMMISSION DOES NOT HAVE JURISDICTION OVER INTERNET SERVICES**

**A. *Gulf II***

The court in *Gulf Power II* observed that “[t]he 1996 Act allows the Commission to regulate the rates for cable service and telecommunications service; *Internet service is neither.*” 208 F.3d at 1276 (emphasis added). As the court expressly observed, “the FCC, itself, has defined the Internet as an information service, not as a cable service.” *Id.* at 1277 (citing *In Re Fed.-State Joint Bd. on Universal Serv.*, 13 FCC Rcd 11501, ¶ 66 [“Internet service providers themselves provide information services . . .”]). The court also noted that “the FCC has specifically said that the Internet is not a telecommunications service.” *Id.* Accordingly, the court held that “. . . the 1996 Act does not authorize the FCC to regulate pole attachments for Internet service.” *Id.* at 1278.

As the Eleventh Circuit emphasized, the key to determining whether the FCC has jurisdiction over the terms, conditions, and rates of a particular pole attachment agreement hinges on the *type of service* to be distributed over the attachment, and *not the type of entity* doing the attaching. *Id.* at 1277, n. 32. The court specifically rejected the former rule of *Texas Utilities Elec. Co. v. FCC*, 997 F.2d 925, 930 (D.C. Cir. 1993), that “commingled services are covered by section 224.” *Id.* As a result, commingled services are not covered by section 224. To hold otherwise would fail “to give effect to Congress’ unambiguous intent.” *Id.*

**B. CCGC, Mediacom, and Comcast Provide Internet Services or Commingled Internet and Telecommunications Services**

As construed by the Eleventh Circuit, section 224, as amended by the 1996 Act, takes an “all or nothing” approach. The attachment is either regulated (cable or telecommunications service) or not regulated (Internet or other “commingled” service). It

is beyond dispute that Petitioners CCGC, Mediacom, and Comcast are either using, or intend to use, their facilities to provide Internet services. *See* Exhibit 1 attached hereto. As such, the attachments and the payments to be paid by these petitioners for those attachments at issue in this proceeding are unregulated, *i.e.*, not subject to FCC oversight and regulatory jurisdiction. The complaint and petition therefore must be dismissed.

## **II. THE COMMISSION DOES NOT HAVE JURISDICTION OVER THE PETITIONERS' COURSE OF DEALING CLAIM**

The Commission has previously held that its authority over pole attachments does not supplant that of the local jurisdiction when the issue between the parties is a breach of contract not involving unjust or unreasonable contractual rates, terms, or conditions. Consequently, the threshold question before us is whether the issues raised in the Complaint concern a breach of contract not involving unjust and unreasonable contractual rates, terms and conditions.

*In the Matter of Marcus Cable Associates, L.P. v. Texas Utilities Electric Co.*, 12 F.C.C.R. 10362, ¶ 10 (1997) (“*Marcus Cable*”) (footnote omitted). In *Marcus Cable*, the Commission quoted an earlier Commission decision for the following:

Section 224 creates a forum at this Commission to resolve disputes involving pole attachment rates, terms and conditions, based on a congressional finding of an absence of such jurisdiction at the local level. . . . Although the Commission’s jurisdiction encompasses certain practices growing out of a contractual relationship between a utility and a cable operator, it does not extend to adjudication of the legal impact of the failure of a party to fulfill its contractual obligations. . . . [A]s we read both the legislative history and the statute itself, Congress has nowhere expressed its intent that this Commission be accorded the authority to preempt local jurisdiction in such matters.

*Id.* at n. 25 (quoting *Appalachian Power Co. v. Capitol Cablevision Corp.*, 49 RR 2d 574 at ¶ 7 [1981]).

In their pleadings in this proceeding, the Petitioners attempt to argue that an alleged course of dealing somehow nullifies, in the case of Mediacom and Comcast, the express

contractual expiration of the pole attachment agreements; and in the case of CCGC, the termination of pole attachment agreements by CCGC's predecessors in ownership of the attachments to which CCGC now has demanded access. By the agreements' own terms and under Florida law, the pole attachment agreements of Mediacom and Comcast for the attachments at issue here already have expired by passage of time and CCGC has never had a pole attachment agreement with Gulf Power.<sup>3</sup> Nevertheless, Petitioners incorrectly represent that Gulf Power's "intentions [were] to terminate its pole agreements" and that Gulf Power was "unilaterally terminating" the agreements (with only a disingenuously parenthetical mention that pole attachments can expire). Even if this argument as to alleged "course of dealing" and alleged breaches of contract by Gulf Power were correct (which it is not factually or legally), the Commission lacks jurisdiction over that allegation because the Petitioners are not claiming that the alleged *contractual provisions* are unjust or unreasonable.<sup>4</sup> They instead are asserting and lamenting that they now believe that the consequences and impact of both their contractual obligations and their having to meet those

<sup>3</sup>The pole attachment agreements that Petitioners claim in their petition and complaint are with CCGC are actually the contracts of the former attachers and owners of the attachments (entities who became inactive and not authorized to carrying on business in Florida) for which CCGC is demanding pole access. Those contracts were terminated or rendered null and void by the former attachers' transfer of ownership to CCGC more than nine months ago, without either CCGC or the former attachers meeting their contractual and statutory obligations of requesting an assignment of the agreements or applying for a new agreement for access. Until questioned by Gulf Power, CCGC simply maintained attachments on Gulf Power's poles without license to do so and without payment of compensation, and continues to do so by refusing to negotiate meaningfully and enter into a new agreement.

<sup>4</sup>If the Commission were for some reason to nullify the contractual provisions to which Petitioners allude, then that action itself would constitute a taking, because it would convert the previously voluntary arrangement into one characterized by a federal mandate.

duties seem unreasonable and unjust to them (simply because, without the utilities' subsidizing cable service attachers as in the past, it might cost them more to attach to poles than it did before the decision in *Gulf Power Co. v. United States*, 998 F. Supp. 1386 (N.D. Fla. 1998), *aff'd* 187 F.3d 1324 (11th Cir. 1999) ("*Gulf Power I*"), mandating just compensation for attaching to the poles, and under previous, and now expired, agreements). Such claims do not implicate the Commission's jurisdiction, the Complaint must be dismissed, and the Petition denied. *See Marcus Cable*, 12 F.C.C.R. 10362, ¶ 10; *Appalachian Power Co.*, 49 RR 2d 574 at ¶ 7.

### III. THE PETITION IS UNTIMELY

The Commission's rules require Petitions for Stay to be filed "within 15 days of receipt of . . . notice" that there will be a termination. 47 U.S.C. §§ 1.1404(c) and (d). Petitioners filed their petition on July 10, 2000, but they all received notice of the matters and actions of which they complain herein well before June 25, 2000.

By letter to Petitioner Comcast from Gulf Power Company on January 25, 2000, Petitioner Comcast was reminded that its pole attachment agreement with Gulf Power expired by its own terms on February 29, 2000. On April 3, 2000, both by certified mail and by hand delivery in a meeting between representatives and managers of Petitioner Comcast and Gulf Power, Petitioner Comcast was presented with the new agreement under which it would have access to Gulf Power's poles and noticing the new payment amount for attaching to the poles.

By letter to Petitioner Mediacom from Gulf Power Company on March 20, 2000, Petitioner Mediacom was reminded that its pole attachment agreement with Gulf Power expired by its own terms on June 30, 2000. On April 27, 2000, both by certified mail and by hand delivery in a meeting between representatives and managers of Petitioner Mediacom

and Gulf Power, Petitioner Mediacom was presented with the new agreement under which it would have access to Gulf Power's poles and noticing the new payment amount for attaching to the poles.

Petitioner CCGC actually had notice that it had no pole attachment agreement with Gulf Power when it took steps to obtain ownership of the former attachers' facilities in March and April, 1999, and when the ownership was conveyed on or about October, 1999, and thereby, the former attachers relinquished their agreements. On May 10, 2000, representatives and managers of Petitioner CCGC and Gulf Power had a discussion in which Petitioner CCGC finally disclosed its new ownership interest and consequently was informed that a new agreement was necessary. On May 17, 2000, Petitioner CCGC was presented by certified mail with the new agreement under which it would have access to Gulf Power's poles and noticing the new payment amount for attaching to the poles. On June 2, 2000, Petitioner CCGC's attorney acknowledged the notification by Gulf Power Company of the requirement for a pole attachment agreement with this petitioner and the utility's deeming Petitioner CCGC a new attacher. In that letter, the attorney for Petitioner CCGC also requested information under section 1.1404(g), which request can be only triggered by Petitioner CCGC's implicit admission, pursuant to section 1.1404, and specifically subsections (g) and (j), that it is aware of a circumstance under that rule that would allow it to request the information and include it in a complaint about that circumstance.<sup>5</sup>

By May 4, 2000, Gulf Power's actions were the subject of an article in Broadcasting & Cable TV Fax quoting a representative of the National Cable Television Association. By May 10, 2000, Petitioner Comcast had requested and received from Gulf Power and by,

<sup>5</sup>The same holds for Petitioner Comcast who, on April 10, 2000, also requested information under section 1.1404(g),(j). Mediacom never requested any information under section 1.1404(g), (j).

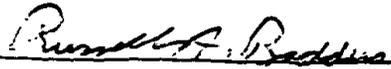
additional information underlying the \$38.06 payment amount. Likewise, Petitioner CCGC was provided additional information regarding the pole attachment payment amount on June 16, 2000.

This Petition was not filed until July 10, 2000, months after Petitioners had received numerous and adequate written notice of Gulf Power's actions. This Petition is untimely and must be dismissed.

#### **IV. CONCLUSION**

For the reasons discussed above, Gulf Power respectfully urges the Commission to enter an order dismissing the Complaint with prejudice and denying the Petition for a Temporary Stay.

Respectfully submitted,



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Attorneys for Respondent GULF POWER COMPANY

DATED: July 20, 2000

## CERTIFICATE OF SERVICE

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Regina Hogan

**E x h i b i t 1**



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### HIGH SPEED INTERNET FEATURES AND BENEFITS

#### SERVICE OVERVIEW

ISP Channel offers high speed Internet access via cable modems. The service includes 3 e-mail accounts, 10 MB of personal web space, a local content portal and technical support that is available 24 hours a day, 7 days a week to answer all customer inquiries.

#### PRICING

##### Installation Prices

High Speed Modem Install .....\$69.95  
*Customer has Ethernet card already installed and operational in computer.*

High Speed Modem Install plus Ethernet Card .....\$109.95  
*Includes the High Speed Modem Install, ethernet card (which the customer keeps), and ethernet card install. We don't install ethernet cards in Macs.*

Non-Cable Customer Install .....\$49.95  
*This charge is in addition to one of the two above codes, to cover the charge of getting cable to the house. The end result is a charge of \$119.90 or \$159.90*

Additional Outlet .....\$25.00  
*This charge applies if a current cable customer needs an additional outlet installed for the computer.*

High Speed Modem Purchase .....\$239.00

##### Monthly Service Prices

High Speed Modem Service 500/100 .....\$29.95  
*Each account receives up to three e-mail addresses, 10MB of web space, 24/7 Technical support, and ISP Channel Neighborhood.*

High Speed Modem Service for Non-Cable Customer .....\$10.00  
*This charge is in addition to the charge above.*

High Speed Modem Rental .....\$10.00

#### COMPUTER REQUIREMENTS

##### Minimum system requirements:

	PC	MAC
Operating System.....	MS Windows 95,98, NT	System 7.6.1
Processor.....	Pentium 90MHz(or equivalent)	68030 66 MHz
RAM.....	16MB	16MB
Hard Drive.....	100MB free space	same
Ethernet Card.....	Installed or Slot available	Required

Note: All computers need an Ethernet card. If not already installed computer must have one open ISA or PCI slot.  
Synonymous Terms: NIC, Network Interface Card, Ethernet Card, 10-Base-T, RJ 45

#### INSTALLATION

Installations take approximately 1hr. Installation of an Additional Outlet (AO) may add an additional hour (2hrs.) Installations include verification of current cable connection quality, installation of cable modem and Ethernet card (if necessary), system configuration, and internet software. The customer will be online at the end of the installation.

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Onsite installation	We will get you up and running in no time. It doesn't get any easier than that.
24 hr., 7 day a week technical support	When you have questions, we'll be there with answers. Toll Free.
Email	3 email addresses.
Customizable homepage	Personalized so you can easily get all the news and information you want, when you want it.
Personal web site	You'll have space to build your own personal web site.

# Mediacom

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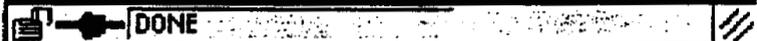
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- Excelsior Springs, MO
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- Huntsville, AL
- Hutchinson, MN
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- Marshall County, KY
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**COX**

**Digital Cable**

**High Speed  
Internet Service**

# EXPERIENCE

How Fast Is Fast?

## FILE DOWNLOADING TIMES

	<b>28.8 Dial-Up</b>	<b>Cox@Home</b>
1,500 KB	nearly 7 minutes	7 seconds
2 MB	over 9 minutes	10 seconds
10 MB	over 45 minutes	52 seconds

## WEB PAGES PER MINUTE

<b>ISDN Line</b>	<b>28.8 Dial-Up</b>	<b>Cox@Home</b>
2.25 pages	0.5 pages	26 pages

Number of 3,384 KB pages downloaded per minute



# power of Digital Cable<sup>SM</sup>

## Digital quality **Picture** and **Sound**

Crystal clear, high-resolution images and CD-quality sound that transform your existing home entertainment system.

## **25 Premium Channels**

Over 100 movies a day featuring everything from comedy to action – original series, sporting events, concerts and more.

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## **No Unsightly Satellite Dish**

Absolutely, positively no need for an expensive satellite dish. Works with your current or future TV.

## **IN DEMAND** PAY-PER-VIEW

With 35 channels playing movies 24 hours a day, the video store is now in your home. One-touch remote control and online ordering.



## **Local TV Stations**



Get all of your local news, weather and sports conveniently with no special antenna setups.



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High-Speed Access Up To 100 Times Faster Than a 28.8 Modem.

Download up to 100x faster than a 28.8 modem. High-Speed Access Up To 100 Times Faster Than a 28.8 Modem. Download up to 100x faster than a 28.8 modem. Buckle up. Cox is about to take you on a high-speed journey over the Web. Travel at speeds up to a hundred times faster than ever before. And download files blazingly fast!

High-Speed Fiber-Optic Based Network For Always-On Convenience

Forget the phone lines. Forget the modem. Cox Communications uses a superior digital fiber-optic based network. So there's no dialing up or logging on you're always connected. With a simple click you're up and running with instant access to news, weather, traffic reports, sports scores, movie listings and more.

Easy to use, easy to navigate

If you know where you want to go, Cox can take you there in a flash. Cox also speeds up your search time by sifting through thousands of web sites daily and creating subject-specific guide pages that help you focus your search and provide shortcuts to your favorite sites.

Get local to find out which high-speed internet access service is available in your area.

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Friend Get a Friend

Get one month free off your High Speed Internet simply by referring a friend. Click for more details.

Cable Listings

Whether you are looking for Basic, Digital, Pay-Per-View, or Premium channels, Get Local, and find out what channels are available in your area.

Pensacola

Zip Code

Customer Service

Can We help? Click here for User Guides, FAQs and Contact Information.

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Enter your zip code below to find out

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Or click here to go to your local Cox area.

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Pensacola

Zip Code

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## for your home

### Partner Locations

Test drive Cox High Speed Internet at one of the following locations.

Computer Systems Technology  
 2112 Lewis Turner Blvd., Suite 1  
 Fort Walton Beach, FL 32547  
 (850) 862-1477

Tech Advance Computers  
 99 NE Eglin Pkwy.  
 Fort Walton Beach, FL  
 (850) 862-1477

Tech Advance Computers  
 1508 Creighton Rd  
 Pensacola, FL 32504  
 (850) 479-9227

Technologies for Tomorrow, Inc.  
 6235 N Davis Hwy.  
 Pensacola, FL 32504  
 (850) 478-5222

Sierra Computer Center  
 1261 N Eglin Pkwy  
 Shalimar, FL  
 (850) 651-4550

CRS Data Technologies  
 300 E Hwy. 98  
 Destin, FL  
 (850) 654-7262

Graphix Plus  
 165C Brooks Street  
 Fort Walton Beach, FL

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(850) 301-9634

The Computer Guy  
789 N Ferdon Blvd.  
Crestview, FL  
(850) 682-4665

Circuit City  
419A Mary Esther Cutoff  
Fort Walton Beach, FL  
(850) 664-5570

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