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RECEIVED
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PUBLIC UTILITIES COMMISSION

31 January 2006

Ms. Jean Jewell
Commission Secretary
Idaho Public Utilities Commission
P O Box 83720
Boise ID 83720-0074

RE: **Case No.** COX-T-06-01

Dear Ms. Jewell:

Enclosed please find an original and seven (7) copies of the **APPLICATION FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND PUBLIC NECESSITY OF COX IDAHO TELCOM, LLC.**

I have also enclosed an extra copy to be service-dated and returned to us for our files. Thank you.

Sincerely,

Nina Curtis
Administrative Assistant

encl.

Molly O'Leary (ISB No. 4996)
RICHARDSON & O'LEARY PLLC
515 N. 27th Street
Boise, Idaho 83702
Telephone: (208) 938-7900
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RECEIVED
JUN 31 PM 4:59
UTILITIES COMMISSION

Attorneys for Cox Idaho Telecom, LLC

BEFORE THE
IDAHO PUBLIC UTILITIES COMMISSION

IN THE MATTER OF COX IDAHO TELCOM,)
LLC'S APPLICATION FOR APPROVAL OF A)
CERTIFICATE OF PUBLIC CONVENIENCE)
AND NECESSITY)

CASE NO. COX-T-06-01

APPLICATION

Cox Idaho Telecom, LLC ("COX") hereby submits this application for a Certificate of Public Convenience and Necessity ("Certificate") to provide facilities-based basic local exchange service in the Idaho communities of Ketchum, Sun Valley, Hailey and Bellevue. COX respectfully requests that the Idaho Public Utilities Commission (the Commission) grant the Certificate pursuant to Sections 61-526 through – 528, Idaho Code.

1. NAME, ADDRESS AND FORM OF BUSINESS

- A. COX is a competitive telecommunications company that intends to offer voice services in the Idaho communities of Ketchum, Sun Valley, Hailey and Bellevue where COX currently holds cable franchises.
- B. COX is a Delaware Limited Liability Company.

- C. COX's principal business address is:
- P.O. Box 537/105 Lewis Street
Ketchum, Idaho 83340
- D. See attached certification of COX's Certificate of Formation. (**Exhibit 1**).
- E. See attached Certificate of Good Standing by the Secretary of State for the State of Delaware (**Exhibit 2 (a)**); certificate of COX's registration in Idaho as a foreign limited liability company (**Exhibit 2(b)**); and Certificate of Existence from the Idaho Secretary of State (**Exhibit 2(c)**).

- F. The name and address of COX's registered agent for service in Idaho is:

Corporation Service Company
1401 Shoreline Drive
Suite 2
Boise, Idaho 83702

- G. COX is wholly owned by CoxCom, Inc., a subsidiary of Cox Communications, Inc. See Organizational Chart, attached hereto as **Exhibit 3**.

- H. The names and addresses of COX's officers are as follows:

Amy Erwin, Vice President
Cox Communications, Inc.
1400 Lake Hearn Drive
Atlanta, GA 30319

Andrew A. Merdek
Cox Communications, Inc.
1400 Lake Hearn Drive
Atlanta, GA 30319

Carrington F. Phillip
Cox Communications, Inc.
1400 Lake Hearn Drive
Atlanta, GA 30319

James A. Hatcher
Cox Communications, Inc.
1400 Lake Hearn Drive
Atlanta, GA 30319

James O. Robbins
Cox Communications, Inc.
1400 Lake Hearn Drive
Atlanta, GA 30319

James R. Ruel
Cox Communications, Inc.
1400 Lake Hearn Drive
Atlanta, GA 30319

Janet H. Barnard
Cox Communications, Inc.
1400 Lake Hearn Drive
Atlanta, GA 30319

Jimmy W. Hayes
Cox Communications, Inc.
1400 Lake Hearn Drive
Atlanta, GA 30319

Mark S. Williams
Cox Communications, Inc.
1400 Lake Hearn Drive
Atlanta, GA 30319

Preston B. Barnett
Cox Communications, Inc.
1400 Lake Hearn Drive
Atlanta, GA 30319

Shauna J. Sullivan
Cox Communications, Inc.
1400 Lake Hearn Drive
Atlanta, GA 30319

Susan W. Coker
Cox Communications, Inc.
1400 Lake Hearn Drive
Atlanta, GA 30319

2. **TELECOMMUNICATIONS SERVICE**

Upon the effective date of an approved Certificate, COX intends to provide facilities-based local and toll telecommunications to service residential and business customers as outlined in its Price List, attached hereto as **Exhibit 4**.

3. **SERVICE TERRITORY**

COX intends to provide voice telecommunication services in the communities of Ketchum, Sun Valley, Hailey and Bellevue, Idaho where it currently holds cable franchises. With respect to local exchange services, COX intends to compete with Qwest Communications.

4. **FINANCIAL INFORMATION**

COX's financial information is attached hereto as **Exhibit 5**.

5. **MAPS**

Attached hereto as **Exhibit 6** is a map of COX's proposed service area.

6. **TARIFF FILINGS**

COX is filing a proposed initial Price List to reflect services to be offered under Title 62 authority in compliance with the appropriate Commission rules. (*See Exhibit 4*).

7. COMPANY CONTACTS

For establishment of service, complaints and inquiries regarding service and billing, or reporting or inquiring about network outages or service problems:

Customer Contact:

Julie Kopf, Customer Care Supervisor
11505 West Dodge Road
Omaha, NE 68154
866.402.3115/402.934.00477
Julie.kopf@cox.com

For complaints, inquiries and matters concerning rates and price lists:

Commission Contact:

Rob Logsdon, Director of Regulatory Affairs
Julie Kopf, Customer Care Supervisor
11505 West Dodge Road
Omaha, NE 68154
402.934.0306 (Office)/402.202.4344 (Cell)/933.0010 (FAX)
Rob.logsdon@cox.com

8. INTERCONNECTION AGREEMENT

An Interconnection Agreement is being negotiated by COX and Qwest. Qwest will file an executed copy of the Interconnection Agreement with the Commission for approval.

9. COMPLIANCE WITH COMMISSION RULES

COX has reviewed all of the Commission rules and agrees to comply with said rules, as applicable, unless otherwise ordered.

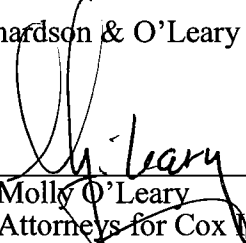
10. RELEASE OF INFORMATION

COX hereby permits the release of its name, address and general business telephone number in response to a request for the same.

DATED this 31st day of January, 2006.

Richardson & O'Leary PLLC

By

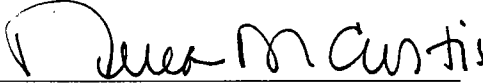

Molly O'Leary
Attorneys for Cox Idaho Telcom, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 31st day of January, 2006, I caused a true and correct copy of the foregoing **APPLICATION FOR APPROVAL OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY BY COX IDAHO TELCOM, LLC**, to be served by the method indicated below, and addressed to the following:

Jean Jewell
Idaho Public Utilities Commission
472 West Washington Street
Post Office Box 83720
Boise, Idaho 83720-0074

- U.S. Mail, Postage Prepaid
- Hand Delivered
- Overnight Mail
- Facsimile
- Electronic Mail

Signed: 
Nina M. Curtis

EXHIBIT

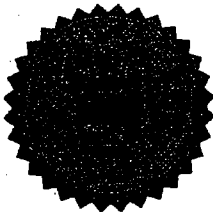
1

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "COX IDAHO TELCOM, L.L.C.", FILED IN THIS OFFICE ON THE TENTH DAY OF NOVEMBER, A.D. 2004, AT 2:11 O'CLOCK P.M.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3879728 8100

040812185

AUTHENTICATION: 3469359

DATE: 11-10-04

CERTIFICATE OF FORMATION

OF

COX IDAHO TELCOM, L.L.C.

This Certificate of Formation of Cox Idaho Telcom, L.L.C. (the "Company") dated as of November 10, 2004, is duly executed and filed to form a limited liability company under the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.).

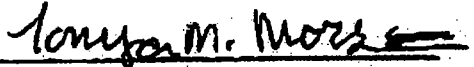
FIRST: The name of the limited liability company formed hereby is Cox Idaho Telcom, L.L.C.

SECOND: The address of the registered office of the Company in the State of Delaware is c/o Corporation Service Company, 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, Delaware 19808.

THIRD: The name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, Delaware 19808.

FOURTH: The name and address of the authorized person is Tonya M. Morse, Dow, Lohnes & Albertson, 1200 New Hampshire Avenue, NW, Suite 800, Washington, D.C. 20036. The powers of the authorized person shall terminate upon the filing of this Certificate of Formation.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.



Tonya M. Morse
Authorized Person

EXHIBIT

2(a)

Delaware

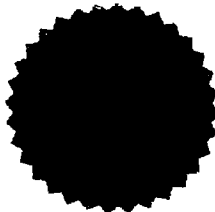
PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "COX IDAHO TELCOM, L.L.C." IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRD DAY OF DECEMBER, A.D. 2004.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "COX IDAHO TELCOM, L.L.C." WAS FORMED ON THE TENTH DAY OF NOVEMBER, A.D. 2004.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3518771

DATE: 12-03-04

3879728 8300

040871796

EXHIBIT

2(b)

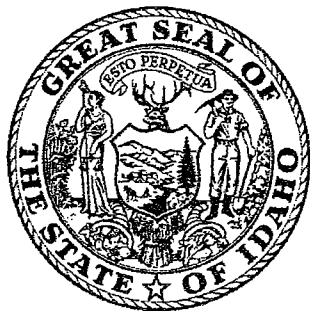
State of Idaho

Office of the Secretary of State

I, BEN YSURSA, Secretary of State of the State of Idaho, hereby certify that I am the custodian of the limited liability company records of this State.

I FURTHER CERTIFY That the annexed is a full, true and complete duplicate of the application for registration of foreign limited liability company of **COX IDAHO TELCOM, L.L.C.**, a DELAWARE limited liability company, received and filed in this office on 6 December 2004 under the file number W 34902 , including any amendments filed thereto, as appears of record in this office as of this date.

Dated: 24 January 2006



Ben Yursa

SECRETARY OF STATE

By *Kristin Witt*

FILED EFFECTIVE



APPLICATION FOR REGISTRATION OF FOREIGN LIMITED LIABILITY COMPANY

(Instructions on back of application)

DEC -6 AM 11 29
SECRETARY OF STATE
STATE OF IDAHO

1. The name of the limited liability company is:

Cox Idaho Telcom L.L.C.

2. If the name of the limited liability company is not permissible or is not available in Idaho, the name the foreign limited liability company will use in Idaho is:

N/A

3. The jurisdiction under whose laws the limited liability company is organized is: DE

and the date of its formation was: 11/19/04

4. The name and address of the registered agent in Idaho is:

Corporation Service Company, 1401 Shoreline Drive, Suite 2, Boise, Idaho 83702

5. The address of the limited liability company's office in the jurisdiction under whose laws it is organized is:

2711 Centerville Road, Suite 400, Wilmington, DE 19808

6. The address of the limited liability company's principal office, if other than the address in #5 above, is:

1400 Lake Hearn Drive, Atlanta, Georgia 30319

7. The address to which correspondence should be addressed is:

Cox Enterprises, Inc., 6205 Peachtree Dunwoody Road, Atlanta, GA 30328

8. Signature of a manager, if any, or a member if there are no managers.

Signature

Typed Name Andrew A. Merdek

Manager Member

Secretary of State use only

©2003iforms.LLC forms@idaho.gov
Revised 08/2002

IDAHO SECRETARY OF STATE
12/06/2004 05:00
CX: 33643 CT: 19577 MR: 779899
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W34902

EXHIBIT

2(c)

State of Idaho

Office of the Secretary of State

**CERTIFICATE OF EXISTENCE
OF
COX IDAHO TELCOM, L.L.C.**

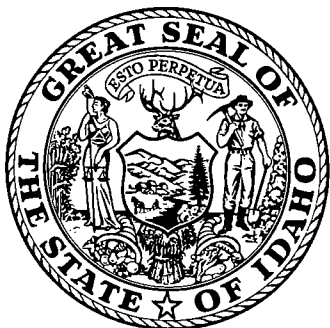
File Number W 34902

I, BEN YSURSA, Secretary of State of the State of Idaho, hereby certify that I am the custodian of the limited liability company records of this State.

I FURTHER CERTIFY That the records of this office show that the above-named limited liability company was organized under the laws of DELAWARE and filed an application for registration of foreign limited liability company in Idaho on 6 December 2004.

I FURTHER CERTIFY That the limited liability company's registration has not been canceled.

Dated: 26 January 2006



Ben Yursa

SECRETARY OF STATE

By *[Signature]*

EXHIBIT

3

EXHIBIT

4

LOCAL EXCHANGE SERVICE

COX IDAHO TELCOM, L.L.C.

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLYING TO
LOCAL EXCHANGE AND INTEREXCHANGE SERVICE
WITHIN THE STATE OF IDAHO**

<p>Advice Letter # 1 Issue Date: January 20, 2006 Effective Date: _____ Issued by: Martin Corcoran Cox Communications, Inc. 1400 Lake Hearn Drive, Atlanta, Idaho 30319</p>	
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LOCAL EXCHANGE SERVICE

CHECK SHEET

All pages of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

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25	Original	50	Original

(*) Denotes new or revised page.

Advice Letter # 1
Issue Date: January 20, 2006
Effective Date: _____
Issued by: Martin Corcoran
Cox Communications, Inc.
1400 Lake Hearn Drive,
Atlanta, Idaho 30319

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LOCAL EXCHANGE SERVICE

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LOCAL EXCHANGE SERVICE

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Cox Communications, Inc.
1400 Lake Hearn Drive,
Atlanta, Idaho 30319

LOCAL EXCHANGE SERVICE

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LOCAL EXCHANGE SERVICE

**EXPLANATION SYMBOLS REFER MARKS, AND ABBREVIATIONS OF
TECHNICAL TERMS USED IN THIS TARIFF**

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

- (T) To signify a change to text.
- (C) To signify a correction.
- (D) To signify a discontinued service.
- (I) To signify an increase in rate.
- (M) To signify a moved text.
- (N) To signify a new service.
- (R) To signify a decrease in rate.

LOCAL EXCHANGE SERVICE

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by Cox Idaho Telcom, L.L.C. to Customers within the local exchange service area as defined below.

SERVICE AREA

The Company will provide service to Customers within the service area, consistent with the other terms and conditions of this tariff. The Idaho local service area is defined as the exchange areas served by Qwest Corporation as described in Section 3.1.1.1, Local Service Area, following.

Advice Letter # 1 Issue Date: January 20, 2006 Effective Date: _____ Issued by: Martin Corcoran Cox Communications, Inc. 1400 Lake Hearn Drive, Atlanta, Idaho 30319	
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LOCAL EXCHANGE SERVICE

SECTION 1 - Definitions

Certain terms used generally throughout this tariff are defined below:

Account Codes: Allows a User to allocate local calls to a 4-digit, non-verified account code.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Company: Cox Idaho Telcom, L.L.C., which is the issuer of this tariff.

Combination Service (Combo Svc. Or Cox Preferred): is a Residential Customer, who qualifies for discounts on the first and additional lines if the Customer also purchases either Cable Services or high speed internet access from a Cox-Affiliated Company.

Cox: Cox Idaho Telcom, L.L.C., which is the issuer of this Tariff.

Cox-Affiliated Company: shall mean a wholly owned subsidiary of Cox Idaho Telcom, L.L.C.'s parent company, Cox Communications, Inc., which provides cable and high speed internet access in the State of Idaho.

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

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Advice Letter # 1 Issue Date: January 20, 2006 Effective Date: _____ Issued by: Martin Corcoran Cox Communications, Inc. 1400 Lake Hearn Drive, Atlanta, Idaho 30319	
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LOCAL EXCHANGE SERVICE

SECTION 1 - Definitions, cont'd.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Local Calling: A completed call or telephonic communication between a calling Station and any other Station within the local service area of the calling Station.

Local Calling Area: The local calling areas for all Customers served by the Company shall include the exchange areas as defined in Section 3.1.1.

Local Exchange Carrier: A company which furnishes exchange telephone service.

Monthly Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Work Order is executed.

Presubscription: A process whereby a Customer chooses a long distance carrier and is then able to access that carrier by dialing 1+.

Residential Customer: A Customer receiving Residential Service as defined herein.

Residential Service: Service to the following locations:

- Individual lines which terminate at a private residence location that is not advertised or used as a place of business, and where a business listing is not employed in the Company's telephone directory.
- Subscribers residing in private apartments, rooming houses or boarding houses, clubs or hospitals who request their own individual residential service and where business listing is not employed in the Company's telephone directory.
- Detached structures when strictly used as a part of the residence on the same premises and is not used as a place of business.
- Subscribers residing in college sorority or fraternity houses or University Dormitory Rooms who order their own individual residence service for their answering bureau.

LOCAL EXCHANGE SERVICE

SECTION 1 - Definitions, cont'd.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Work Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Services: The Company's telecommunications services offered on the Company's network.

Work Order: The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Work Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Advice Letter # 1 Issue Date: January 20, 2006 Effective Date: _____ Issued by: Martin Corcoran Cox Communications, Inc. 1400 Lake Hearn Drive, Atlanta, Idaho 30319	
--	--

LOCAL EXCHANGE SERVICE

SECTION 2 - Regulations

2.1 Undertaking of the Company

2.1.1 Scope

1. The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Idaho under the terms of this Tariff.
2. Customers may use services and facilities provided under this Tariff to obtain access to services offered by other service providers. The Company is responsible under this Tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2 Shortage of Equipment or Facilities

1. The Company reserves the right to limit or allocate the use of existing facilities when it deems necessary to manage the lack of facilities or to manage a facility shortage due to some other cause beyond the Company's control. The Company will not provide additional service or connect new service to any Customer that would contribute to a shortage condition until the problem has been identified and rectified. The Company will incur no liability for call interruptions resulting from the Company's efforts to avoid degradation.
2. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the availability and capacity of the Company's fiber optic cable and other facilities as well as facilities the Company may, from time to time, obtain from other carriers to furnish service as required at the sole discretion of the Company.
3. The furnishing of service under this tariff is subject to the availability to the Company of adequate numbering resources and may be subject to the Company's implementation of interconnection arrangements with incumbent local exchange carrier in Idaho.

LOCAL EXCHANGE SERVICE

SECTION 2 - Regulations, cont'd.

2.1 Undertaking of the Company

2.1.3 Terms and Conditions

1. Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.
2. Customers may be required to enter into written Work Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff.
3. At the expiration of the initial term specified in each Work Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Work Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
4. This tariff shall be interpreted and governed by the laws of the State of Idaho without regard for the State's choice of laws provisions.
5. Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
6. Cox will reserve the telephone numbers for Customer's new telephone service. Reserved telephone numbers may change prior to the time of installation of service. Customers shall not use, publish or advertise reserved numbers until service has been activated. Customer is solely responsible for any expense or loss resulting from Customer's use, publication or dissemination of these numbers. The Customer has no property right in the telephone number associated with Cox telephone service; however, if Customer ports telephone numbers from another carrier to Cox, subject to federal or state law, or telephony industry guidelines, Cox will use such numbers with Customer's telephone service. After activation, Cox reserves the right to change telephone numbers subject to federal or state law, or telephony industry guidelines.

LOCAL EXCHANGE SERVICE

SECTION 2 - Regulations, cont'd.

2.1 Undertaking of the Company, cont'd.

2.1.3 Terms and Conditions, cont'd.

7. The Customer agrees to operate any Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to Company-provided equipment pursuant to section 2.1.3.8 below.
8. The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

Advice Letter # 1 Issue Date: January 20, 2006 Effective Date: _____ Issued by: Martin Corcoran Cox Communications, Inc. 1400 Lake Hearn Drive, Atlanta, Idaho 30319	
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