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Before the
Federal Communications Commission
Washington, DC 20554

In the Matter of	)	
	)	
Promotion of Competitive Networks in Local Telecommunication Markets	)	WT Docket No. 99-217
	)	
Wireless Communications Association International, Inc. Petition for Rulemaking to Amend Section 1.4000 of the Commission's Rules to Preempt Restrictions on Subscriber Premises Reception or Transmission Antennas Designed to Provide Fixed Wireless Services	)	
	)	
Cellular Telecommunications Industry Association Petition for Rule Making and Amendment of the Commission's Rules to Preempt State and Local Imposition of Discriminatory And/Or Excessive Taxes and Assessments	)	
	)	
Implementation of Local Competition Provisions in the Telecommunication Act of 1996	)	CC Docket No. 96-98

COMMENTS/REPLY COMMENTS

FILED BY PALM SPRINGS II CONDOMINIUM ASSOCIATION, INC.
ON AUGUST 4th, 1999.

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SUMMARY OF MAJOR ISSUES PRESENTED IN THE COMMENTARY

I. Palm Springs II is a condominium development containing 542 residential units, governed by one Association. It covers 34 acres and has an annual budget of approximately One Million Dollars.

II. There is no competition in the market for the furnishing of telecommunication services. TCI has the sole franchise in the City of Margate.

III. TCI does just about as it pleases in making its installations. There is no regulatory authority at this time, that can control TCI's installations for safety. Damage from lightning strikes has been caused to Association and unit owner property.

IV. A policy of forced entry would wreak havoc on the Association, make its property ungovernable, destroy condominium life, and adversely impact the value of unit owners' investments in their units. It would increase the potential danger to life and property in condominium developments.

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I. Description of the Association

Palm Springs II Condominium Association, Inc. is a not for profit corporation organized and existing under the laws of the State of Florida. It was incorporated on February 14, 1977. The Association manages and operates a condominium development covering 34 acres on which are erected seventeen four-story residential buildings. Each contains thirty-two (32) apartments except one, in which two of the apartments are dedicated for use as a clubhouse. There are a total of five hundred forty-two (542) residential units. Each residential building is a separate condominium. There is an eighteenth building erected and used as a clubhouse and general office. The Association also maintains and operates two fairly large swimming pools in conjunction with the clubhouses. The Association's annual budget is approximately One Million Dollars. The Association and its property is located at 1500 N. W. 80th Avenue, Margate, Florida 33063, within an incorporated city but a suburban area.

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II. The State of Competition in the Association's Market

There is only one telecommunication provider in the City of Margate. TCI has a franchise from the City and is the only provider that has such a franchise. Some years ago a company named Optel opened negotiations with the Association to provide wireless telecommunications. On investigation, the Association found their service to be inadequate. No other company has a franchise from or operates within the City of Margate. The incumbent telephone company is Bell South; it is a monopoly. There is no indication that either a new telephone company or a new telecommunications company will enter the Association's market in the near future. The Association has received no inquiries from new providers proposing to provide either service. In effect, there is no competition whatsoever. TCI is a monopoly.

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III. Telecommunication Provider's Practices

(A) The Association has an exclusive five year contract with TCI, commencing May 15, 1999 for the provision of extended cable TV service to all 542 units under a bulk rate. The Association pays a monthly sum to TCI for this service. It receives no compensation from TCI for the use of Association facilities other than a reduced bulk rate. Wiring has been installed underground which terminates at pedestals in the rear of eleven (11) of the residential buildings. Individual lines are then run from the pedestals to the building walls, up the outside walls and into the units through holes drilled into the walls. In the case of the remaining six (6) residential buildings, a wire is run from a pedestal up the side of each building, across the roof and into a terminal board that the developer originally installed twenty years ago. Each apartment in those six buildings is connected to the terminal board. The space occupied is minimal, but the rear walls of eleven buildings are marred by unsightly wires attached to and running up the walls. The Association has suffered lightning strikes and destruction of or damage to TV sets in some of those

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buildings. Electricians called in by the Association have advised that the lightning strikes were caused by failure to properly ground the TV wiring running up the outside of those buildings. TCI, the provider, has rewired these eleven buildings, but the question still remains as to whether or not such rewiring has been properly grounded. There is also the question of whether or not the TCI installations on the remaining six buildings are properly grounded. The Association has been advised that the grounding on its buildings is still inadequate. There is a potentially dangerous condition. TCI contends that it is not and that grounding is adequate. Unfortunately, the State of Florida has exempted television cable companies from any regulatory supervision by State, County or City authorities; there does not appear to be any solution to the problem other than costly litigation. The exclusive contract is required under Florida law as the only way the Association can provide cable TV to its unit owners.

(B) There has been damage to Association property (and to unit owners' property) as a result of wiring or equipment installation and maintenance by TCI. The damage,

heretofore, has been minor. In most cases it was either repaired by TCI or repaired at TCI's expense.

(C) TCI, the telecommunications provider, has easement rights over Association and condominium property for the purpose of installing and maintaining their wiring and equipment. This is so by contract and by State law. Theoretically, these easement rights are confined to limited space; expansion is supposed to be in consultation and agreement with the Association. In practice, TCI does as it pleases and then consults with the Association about any objections raised as to their conduct or installations. TCI has paid for damages inflicted on Association property and has corrected some faulty installations after Association protests have been registered.

(D) TCI has informed the Association that it performs no preventive maintenance on its installations nor does it perform preventive inspections. It responds only to complaints of lack or failure of service.

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IV. The Potential Impact of Forced Entry Regulations

A forced entry policy allowing all providers to use Association property at will to install wiring and equipment regardless of the Association's interests or concerns would wreak havoc of undetermined proportions.

(A) It would make it impossible for the Association to manage the property as it is required to do by law. Individual unit owners could erect installations on Association or condominium property at will, without Association permission and despite Association or condominium interests.

(B) It would make it impossible for the Association to maintain Association or condominium property as required by law. The Association just spent a quarter of a million dollars painting and waterproofing its buildings. Unrestricted access to the outside of buildings allowed to any provider would ruin the painting and destroy the waterproofing. Roofs could not be properly maintained. Grounds could not be properly maintained. Service to unit owners would be impossible if interruptions were to be caused by unknown installers at their own volition. It would be

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impossible for the Association to pin point the party responsible for any interruption of service to unit owners.

(C) Forced access would result in a situation where every unit owner takes care of himself and "the devil take the hindmost". Unit owners would be interfering with other unit owners" rights; condominium living would be impossible.

(D) Property rights of the Association and of unit owners, now existing under well established law, would be damaged, destroyed or obliterated, all without just compensation.

(E) The value of condominium units would be adversely affected. Large financial losses would be suffered by unit owners.

(F) The potential danger to lives and property from lightning strikes caused by improperly grounded cable installations would multiply out of all proportion. At present, there does not appear to be any regulatory body that supervises, controls, or licenses such installations.

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