



Post Office Box 501
Blowing Rock, NC 28605
Phone 828.963.7636
Fax 828.963.9553

www.blueridge-group.com

December 26, 2007

Federal Communications Commission
Washington, D.C. 20554

Subject: Comment on Notice of Proposed Rulemaking regarding exclusive marketing and bulk-billing arrangements in real estate developments, MB Docket No. 07-51

Commissioners,

I am a business consultant. Since the deregulation of telecommunications in 1996, I have worked with many real-estate developers who have used telecommunications as an important element of their sustainability programs. Frequently, this has been accomplished by exchanging bulk-purchase agreements, and exclusive marketing rights, for advanced telecommunications infrastructure and lower-cost services. In forging these collaborations, we have accomplished the deployment of advanced infrastructure far in advance of the general marketplace at below market rates for residents -- sometimes as much as a 30% discount.

Exclusive access is, on the face of it, a nefarious practice. Exclusivity creates monopolies and removes the motivation to compete on dimensions of innovation, price, and customer service. I support the Rule and Order invalidating such exclusivity practices. However, conflating the issues of access, marketing, and bulk arrangements is imprudent, and will eliminate an important tool for developers trying to achieve sustainability. Additionally, I believe there may be a misunderstanding about the nature of such exclusive marketing arrangements. These agreements do not preclude other service providers from marketing to residents; they only create an obligation on the part of the developer to market only one service provider to prospective home buyers and tenants. I have worked with a number of developers who have created extremely competitive local markets using exclusive marketing agreements selectively for individual services. I would be happy to share the specifics of these arrangements, if you wish.

I encourage you not to adopt rules barring bulk-billing and exclusive marketing agreements.

Respectfully,

Robert H. Picchi