

Reply to comments of Ziletto, Inc

Ziletto is a new PCO and asks the Commission NOT to prohibit exclusivity contracts by PCOs. While I acknowledge that it is hard for a new PCO to enter the market place, I believe if you can provide the services you say you can provide, then exclusivity is NOT necessary. I believe a non-mandatory bulk-billing agreement should suffice.

Ziletto states : "We must be better competitors. We must offer a building far more benefits than they will get with other providers. We can offer more channels. We can offer them better customer service. We can offer them far more attention. What we cannot offer them is the freedom to switch any time a competitor decides to offer a low-price promotion." If you can offer these benefits, any MDU should jump at the offer to sign a non-mandatory bulk-billing agreement with your company and you should be able to enroll a large percentage of the residents into your service for a fixed amount of time.

If all providers offered more channels, better customer service and more attention there would be no need for 07-51. But that is not the case in Live Oak Preserve of Tampa, FL. Hence this case has been brought to the Commission. What is the recourse for customers stuck with poor programming, poor customer service and little attention by a provider with a 15 year contract with no incentive to improve service????

Ziletto adds: "Condominiums use democratically elected boards to make such decisions on behalf of unit owners." Also: "these boards tend to be very responsive to the desires of the association members because they are their neighbors." Well in Live Oak Preserve the HOA is still controlled by the developer and with the current housing market and a long time before LOP is "built out", the residents will have little say in the HOA for a long time. The 15 year contract we suffer under was established by the developer with the provider, Century Communications (which is controlled by that same developer), NOT on BEHALF of the unit owners but to benefit the company owners.

Ziletto continues to say : "In fact, when cable contracts expire it is common for condominium boards to poll the unit owners for their preferences and sometimes put the matter to referendum." That's fine for a 2 or 3 year contract. But what about our 15 year contract or the **** 75 YEARS **** contract mentioned on one post???? Hopefully the residents will control the HOA by the end of this 15 year contract (provided the Commission does not void these excludive contracts) and I am sure the RESIDENTS will decide whether a non-mandatory bulk-billing agreement is a good idea or whether NO agreement is better for LOP owners.