

Reply to comments of Ygnition Networks of July 11, 2007:

In the comments of Ygnition they start "We respectfully request that the FCC does not remove property owner's rights to enter into exclusive agreements with broadband service providers". These property owners' rights are at the heart of the matter before the Commission.

Yes, it is true a buyer has a choice to purchase or not in a development served under an exclusive agreement. But many buy homes based on the old adage "Location,Location,Location". I doubt if many buyers take a TV and computer with them when looking at a house they may buy in order to test the TV service and internet service. They are normally told the service is "state of the art" and the actual PCO information is in the fine print not in the "sales pitch" of the realtor. In many developments, such as Live Oak Preserve in Tampa, this exclusive contract was entered into by the developer-controlled HOA with NO RESIDENT'S INPUT.

Ygnition also states "Property owners select companies like ours because of our ability to better service their residents and tailor channel lineups specifically to the demographic profiles of the residents." Again, I question how many of these exclusive, long-term contracts (15, 60, even 75 years) were selected by actual residents. The PCO "serving" LOP, Century Communications, was established by the original developer not by the residents. I have lived here three years and have never been surveyed as to any additions or deletions I would like concerning the channel lineup. Except for local affiliates, the basic lineup offered by Century is basically the same throughout Florida regardless the demographics of those "served" by Century.

Ygnition goes on to comment "Some MDU owners have, in certain situations, renewed existing agreements on a non-exclusive basis" and "we agreed to a non-exclusive renewal to compete along with a significantly larger, well known provider who then overbuilt the property and is competing head to head with us." If a provider is delivering a quality product and quality service they should have no problem with fairly conducted competition. The trouble is waiting for the long term contract to expire before the owners get the chance to

decide on a provider.

I believe if any agreements are to govern telecommunications services they should be non-mandatory for MDU residents. If a community wants to set up a bulk billing with a provider that is fine as long as it is non-mandatory for the individual home owner.