Reply to comments of the Florida Public Service Commission (FPSC):

On October 23, 2007, the FPSC sent a letter of Ex Parte to the FCC regarding CC Docket No. 96-98, WT Docket No. 99-217 and MB Docket No.. 07-51.

The letter gives the views of the majority of the FPSC to the question of the use of exclusive contracts for the provision of video services in MDUs with regard to competitive networks --- that is incumbent local exchange carriers (ILECs) versus non-ILECs.

In their comments, the FPSC states "The FPSC takes no position at this time on whether exclusive contracts for video, data and voice services are appropriate. While the result of exclusive contracts for multitenant environments and new developments may result in discounts for end users, exclusive contracts may also have repercussions beyond discounted rates."

The FPSC does not elaborate on what these repercussions are; therefore, I will discuss a few repercussions I have experienced under a 15 year exclusive bulk billed contract for cable TV and internet services:

1. Cable TV service with poor programming choices
2. Ignored requests for changes to the channel line-up
3. Frequent outages during thunder storms
4. Frequent, incorrect sports blackouts
5. An internet speed that tested at 15 kbits/sec for a service advertised as 750 kbits/sec
6. Poor customer service representatives
7. No ability to "opt-out" of services regardless of reasons such as blindness, active duty military service, inability to afford these non-essential services, etc.
8. A requirement to pay for neighbors' cable-internet bills due to defaulted HOA dues and/or foreclosure.

The FPSC goes on to say "The Florida experience indicates the use of exclusive contracts for video and data services have served to expose differences between separate regulatory frameworks governing cable video providers and telecommunications providers. These

differences have created negotiating imbalances and ultimately may limit customer choices for telecommunications, video and data services." One such conflict between the ILEC and a developer in Virginia, eager to implement an exclusive contract with a non-ILEC, resulted in a new development being denied vital 911 service for almost a year. Yes, consumer choices may be limited or denied entirely because developers want to be enriched by long term exclusive contracts with a PCO wanting a 100% penetration rate.

The FPSC offers this final conclusive observation: "The use of exclusive contracts in multitenant environments and residential communities potentially limits consumer choice and competition. While property owners may negotiate lower end user fees for tenants or residents through exclusive contracts, the collateral effect may be to prohibit or economically discourage consumers from seeking alternative service providers."

With the availability of satellite services, almost everyone in the country has access to data, video and voice services without the need for a PCO set up specifically to service a new community. And now with HOAs issuing special assessments to pay neighbors' cable bills becoming the norm, any discounts for end users is quickly erased. Services are available to all and the discounts are neglidgeable.Therefore, how is the public being served by the use of exclusive contracts for video-data services to MDUs?

Let's put the PUBLIC SERVICE back into the Florida PUBLIC SERVICE Commission. Take the right position on EXCLUSIVE CONTRACTS. Let every MVPD SERVE THE PUBLIC by its' quality of product, service and price point and NOT by its ability to arrange a deal with a greedy developer for a collusive, exclusive contract.