

Treymore Community Association
4863 Carrington Circle

Vice President
Sarasota, FL 34243-5520

Hon. Julius Genachowski
Commissioner
Federal Communications Commission
Washington, DC. 20554

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Subject: Bulk Cable Agreements **Docket No. 07-51**

January 29, 2010

References:

- a. Your Commission letter dated January 8, 2010
- b. My Community letter of October 20, 2009

Dear Commissioner Genachowski:

My letter (reference b.) concerned our Community's difficulties with a *bulk cable contract*, over ten years old. The Commission responded (reference a) with a general letter on how to file complaints with the FCC. I am not filing a complaint and am not disputing programming or other aspects of our cable service. The purpose of my letters is to urge the Commission to decide Docket 07-51 and to do so in such a way as to limit the power of cable companies to enforce long term non-competitive service contracts.

The contract specifically foisted on our community, previously accompanying a filing with the Commission, was signed in 1998, effective in 2000, for a 15-year period, which automatically renews if the Association fails to notify the provider within a limited time period that we do not wish to continue service. The contract was signed when the developer controlled the Board of Directors of the Association ("prior to turnover"). It requires monthly payments for basic bulk cable for each Lot (150 total) regardless of whether the owner of that Lot wants or uses the service. Despite the fact that both Satellite and Verizon FIOS represent competitive choices, the Community is bound to continue paying the cable carrier. The annual amount of payments is *40% of our entire annual budget* and the cost is rising every year. While we might challenge this contract in court on a number of grounds; we risk large legal costs and lengthy procedures to obtain an uncertain judgment. Given this type of contract affects hundreds of associations like us in Florida and elsewhere in the United States, we believe the FCC should grant relief, perhaps in one of these forms:

1. Contract life cannot exceed 5 years and cable provider and developer cannot agree such contracts between themselves;
2. Individuals may *unsubscribe* to the service. (Note the term "subscriber" should denote the ability to subscribe, cancel, or renew service; it is used but not defined in our contract.)

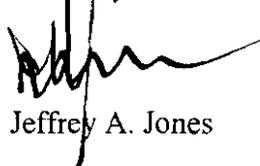
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Prior to sending a similar letter over a year ago, we met with our carrier, COMCAST, to discuss improvements to their service offerings that would make them attractive in the long term. COMCAST ignored our entreaty. Our Community looks forward to the progress of FCC's deliberations on this matter. I would be pleased to testify before the Commission if scheduling permits.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey A. Jones", written over a vertical line.

Jeffrey A. Jones

cc: Mr. John Berresford