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June 4, 2007

Ms. Ann Cole  
Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

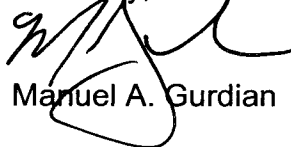
Re: **Docket No.:**  
**Petition of AT&T Florida for Relief from Carrier-of-Last-Resort  
Obligations Pursuant to Florida Statutes §364.025(6)(d)  
(Cabana South)**

Dear Ms. Cole:

Enclosed is BellSouth Telecommunications, Inc. d/b/a AT&T Florida's  
Petition, which we ask that you file in the captioned *new* docket.

Copies have been served to the parties shown on the attached Certificate  
of Service.

Sincerely,



Manuel A. Gurdian

cc: All Parties of Record  
Jerry D. Hendrix  
E. Earl Edenfield, Jr.  
James Meza III

**CERTIFICATE OF SERVICE**  
**Petition of AT&T Florida for Relief from**  
**Carrier-of-Last-Resort Obligations**  
**Pursuant to Florida Statutes §364.025(6)(d) (Cabana South)**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via

(\*) Electronic Mail and Federal Express this 4th day of June, 2007 to the following:

Patrick Wiggins (\*)  
Staff Counsel  
Florida Public Service  
Commission  
Division of Legal Services  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850  
[pwiggins@psc.state.fl.us](mailto:pwiggins@psc.state.fl.us)

**C.A.M.P.U.S. Development Group, Inc.**  
Attention: David H. Fort – President  
7875 AIA South  
St. Augustine, FL 32080

**Registered Agent**  
Andrew O'Malley  
712 South Oregon Avenue  
Tampa, FL 33606

**Cabana South Beach Apartments LP**  
Attention: Cabana SB of Gainesville  
7875 AIA South  
St. Augustine, FL 32080

**Registered Agent**  
Andrew O'Malley  
712 South Oregon Avenue  
Tampa, FL 33606

**Cabana SB of Gainesville, Inc.**  
Attention: David H. Fort – President  
7875 AIA South  
St. Augustine, FL 32080

**Registered Agent**  
Andrew O'Malley  
712 South Oregon Avenue  
Tampa, FL 33606

**Fort Group Development Corp.**  
Attention: David H. Fort – President  
7875 AIA South  
St. Augustine, FL 32080

**Registered Agent**  
Andrew O'Malley  
712 South Oregon Avenue  
Tampa, FL 33606

  
\_\_\_\_\_  
Manuel A. Gurdian

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

IN RE:	)	
	)	Docket No. _____
Petition of AT&T Florida for Relief	)	
from Carrier-of-Last-Resort Obligations	)	
Pursuant to Florida Statutes §364.025(6)(d)	)	
(Cabana South)	)	Filed: June 4, 2007
_____	)	

**PETITION OF AT&T FLORIDA**

BellSouth Telecommunications, Inc. d/b/a (“AT&T Florida”), pursuant to Section 364.025(6)(d), Florida Statutes, files this Petition for Relief from Carrier-of-Last-Resort Obligations (“Petition”) for a development in Alachua County, Florida called Cabana South Beach Apartments, Phase II (“Cabana, Phase II”). In support thereof, AT&T Florida states the following:

**GENERAL ALLEGATIONS**

1. During the 2006 session, the Florida Legislature enacted legislation<sup>1</sup> that, in certain instances, provides relief for a local exchange carrier (“LEC”) from carrier-of-last-resort (“COLR”) obligations. The COLR statute provides two avenues for a LEC to obtain COLR relief.

2. The first avenue<sup>2</sup> provides for automatic relief in four specific scenarios generally applicable when property owners or developers have entered into some type of arrangement with a communications services provider, as defined in § 364.025(6)(a)(3), Florida Statutes, other than the LEC.

<sup>1</sup> § 364.025(6), Florida Statutes.

<sup>2</sup> § 364.025(6)(b)(1)-(4), Florida Statutes.

3. The second avenue<sup>3</sup> applies only when none of those four specific automatic relief scenarios are present. In that situation, the LEC may petition the Florida Public Service Commission (“Commission”) for COLR relief, which shall be granted upon good cause shown:

A local exchange telecommunications company that is not automatically relieved of its carrier-of-last-resort obligation pursuant to subparagraphs (b)1-4 may seek a waiver of its carrier of last resort obligation from the commission for good cause shown based on the facts and circumstances of provision of service to the multitenant business or residential property. Upon petition for such relief, notice shall be given by the company at the same time to the relevant building owner or developer. The commission shall have 90 days to act on the petition.

§364.025(6)(d). It is this second avenue that serves as the basis for this Petition.

4. In today’s highly-competitive communications environment, property owners and developers in greenfield areas frequently select, well in advance of the first resident moving in, the communications company that will provide the suite of services to residents at the property. For instance, developers or property owners enter into different types of agreements with alternative providers, including those that (1) restrict the ability of the LEC (or other providers) to provision service or bundles of services to customers, due to exclusive arrangements with the alternative provider; or (2) essentially eliminate customer requests for the LEC’s services due to “bulk” arrangements with the alternative provider, wherein the developer or a homeowners association contracts for services from the alternative provider and the customers receive the services in return for payment of their rent or association fees.

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<sup>3</sup> § 364.025(6)(d), Florida Statutes

5. These decisions by developers or property owners are driven, at least in part, by which provider makes the most lucrative financial offer to the property owner or developer, typically in the form of “door fees” paid to the developer by the communications provider. Thus, in return for these “door fees” or other forms of financial consideration, the developer or property owner enters into agreements with the alternative provider that ban, restrict, or make it economically disadvantageous for other companies to provide services to the residents of that development.

6. Additionally, in an attempt to avoid automatic COLR relief for the LEC as set forth in the new law, upon information and belief, the more savvy property owners and developers limit their restrictive or exclusive agreements with alternative providers to data and video services, thereby prohibiting or effectively prohibiting the LEC from providing anything other than traditional voice services to residents. And, even in that scenario, the alternative provider generally also has the capability or will be providing voice service to residents (in addition to data and video that the LEC is prohibited from providing or for which the alternate provider has been granted preferential rights, such as bulk rights or marketing rights). Accordingly, LECs, unlike the alternative providers, are competitively disadvantaged from the start, because they are nearly or completely prohibited from providing certain services or bundles that consumers expect.

7. In this Petition, AT&T Florida does not address the propriety of developers and property owners making these competitive choices on behalf of future residents; however, in some instances, these decisions will have a direct adverse economic impact on a LEC if the LEC is required to serve the property with these arbitrary restrictions. In those situations, it is highly speculative as to whether the LEC will ever see an

adequate return, if any at all, on its facilities' investment. And, having made a business decision that economically benefits them, developers or property owners should not be able to hijack COLR to force a LEC to make uneconomic business decisions.

8. Former Commissioner Deason echoed these same sentiments at the December 19, 2006 agenda conference, wherein the Commission adopted proposed rules to implement the new COLR legislation in Docket No. 060554-TL and he stated: "I believe that requiring uneconomic investment under the guise of carrier of last resort obligations is wasteful and is not productive and not in the public interest. And if there are viable alternatives to customers, then they have service, and that is the primary requirement of COLR obligations it seems to me." Transcript p. 25, lines 20-25.

9. Similarly, Commissioner McMurrian at the March 13, 2007 agenda conference in discussing AT&T Florida's Petition for COLR Relief filed in Docket No. 060822-TL stated as follows:

And I guess the reason I struggle with it is because it seems like the circumstances we have here to me justifies good cause. And maybe it's just one of those things I have to disagree, but in this case you have a developer who has entered into an exclusive service arrangement for data and video, and I realize that that is not what the statute is about, it's about voice. But as I said earlier, I think it contributes to the recoupment of investment to provide voice issue.

You have a service provider who's willing and able to also provide a voice replacement service, you have other voice replacement alternatives out there, such as wireless, like we have talked about; and at least you have some demonstration on behalf of the carrier to say that it is uneconomic. (Tr. p. 25, lines 12-24).

\* \* \*

And I'm trying to get my arms around what is the likelihood of AT&T Florida being chosen by a customer that comes in if they already have the video and broadband. And we have said how important - - repeatedly in

our comp reports we have said how important that triple play is. People like to get one bill. (Tr. p. 43, lines 9-14).

### **PARTIES**

10. Petitioner, AT&T Florida, is a Georgia corporation certificated to provide, and actually providing, telecommunications service in the State of Florida. AT&T Florida's principal place of business is 675 W. Peachtree Street, NE, Atlanta, Georgia 30375. AT&T Florida's additional contact information is as set forth in paragraph 12, *infra*.

11. Pursuant to Section 364.025(6)(d), Florida Statutes and Rule 25-084, F.A.C., AT&T Florida is providing notice of this Petition, a copy of Commission Rule 25-084, F.A.C., and a copy of Section 364.025, Florida Statutes to the following parties via overnight mail. Upon information and belief, all of the identified entities are involved in developing the property that is the subject of this Petition:

- a. ***Cabana South Beach Apartments LP***, Attention: Cabana SB of Gainesville, 7875 AIA South, St. Augustine, FL 32080 and Registered Agent – Andrew O'Malley, 712 S. Oregon Avenue, Tampa, FL 33606. Upon information and belief, this company is involved in developing the property that is the subject of this Petition.
- b. ***Cabana SB of Gainesville, Inc.***, Attention: David H. Fort - President, 7875 AIA South, St. Augustine, FL 32080, and Registered Agent – Andrew O'Malley, 712 S. Oregon Avenue, Tampa, FL 33606. Upon information and belief, this company is also involved in developing the property that is the subject of this Petition.

- c. **FortGroup Development Corporation**, Attention: David H. Fort – CEO, 7875 South AIA, St. Augustine, FL 32080 and Registered Agent – Andrew O’Malley, 712 S. Oregon Avenue, Tampa, FL 33606. Upon information and belief, this company is also involved in developing and/or building the property that is the subject of this Petition.
- d. **C.A.M.P.U.S. Development Group, Inc.**, Attention: David H. Fort – President, 7875 AIA South, St. Augustine, FL 32080 and Registered Agent – Andrew O’Malley, 712 S. Oregon Avenue, Tampa, FL 33606. Upon information and belief, this company is also involved in developing and/or building the property that is the subject of this Petition.

The term “Developer” as used in this Petition refers to the companies referenced above, because AT&T Florida is uncertain as to the exact role each of these companies may have in developing the property that is the subject of the Petition.

12. All pleadings, notices and other documents directed to AT&T Florida in this proceeding should be provided to:

James Meza III<sup>4</sup>  
Tracy W. Hatch  
Manuel A. Gurdian  
c/o Nancy H. Sims  
AT&T Florida  
150 South Monroe Street, Ste. 400  
Tallahassee, FL 32301  
[james.meza@bellsouth.com](mailto:james.meza@bellsouth.com)  
305.347.5558 (telephone)  
850.222.8640 (fax)

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<sup>4</sup> The undersigned is licensed in Louisiana only, is certified by the Florida Bar as Authorized House Counsel (No. 464260) per Rule 17 of the Rules Regulating the Florida Bar, and has been granted qualified representative status by the Commission in Order No. PSC-07-0211-FOF-OT.



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### **JURISDICTION**

13. The Commission has jurisdiction over this Petition pursuant to the authority granted to the Commission in Florida Statutes § 364.025(6)(d).

### **INFORMATION REGARDING THE DEVELOPMENT**

14. The development at issue in this Petition is under construction in Alachua County, Florida and is known as Cabana South Beach Apartments, Phase II.<sup>5</sup>

15. The development is intended to be used primarily for student housing, where the units will be rented by the bedroom – all of which include doors with deadbolt locks and their own private bathrooms -- rather than by the unit. *See* December 6, 2006 article from Multi-Housing News attached hereto as Exhibit “A”.

16. The addresses for the apartment buildings within the Development are as follows: 1699, 1715, 1805 SW 46<sup>th</sup> Terrace; 1875, 1880 SW 47<sup>th</sup> Terrace; 1760, 1845 SW 49<sup>th</sup> Terrace; 4615, 4640, 4695, 4710, 4715, 4760, 4935 SW 18<sup>th</sup> Place; 4605, 4620, 4705, 4715, 4845, 4940, 4945 SW 19<sup>th</sup> Place.

17. AT&T Florida has been informed that first occupancy in Cabana, Phase II is anticipated on or about July/August 2007 and that the development will eventually have a total of approximately 252 apartment units, with 696 bedrooms.

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<sup>5</sup> As background information with regard to Phase I of this development, AT&T Florida began to install facilities on or about April 14, 2006. Thus, at the time AT&T Florida began incurring costs to serve Phase I, AT&T Florida did not have the ability to petition the Commission for COLR relief.

**FACTS DEMONSTRATING GOOD CAUSE FOR COLR RELIEF**

18. The Developer has entered into bulk arrangements with alternative providers wherein data and video/cable services will be included as part of each resident's rent payment at Cabana, Phase II. *See* document from Cabana, Phase II's website attached hereto as Exhibit "B".

19. Specifically, upon information and belief, the Developer has entered into a bulk agreement with GRUCom for the provision of data services to all units within the development. Furthermore, upon information and belief, the Developer has entered into a bulk agreement with Cox Communications, Inc. ("Cox") for the provision of cable television services to all units within the development.

20. In addition to these contractual arrangements, upon information and belief, the Developer has entered into an arrangement with Cox, where Cox will also be providing voice service to the residents of Cabana, Phase II.

21. Notwithstanding the above-described agreements for the provision of data, and video, and the fact that another provider will be providing voice service to the development, the Developer has requested that AT&T Florida install facilities and provide voice services to Cabana, Phase II. *See* May 18, 2007 correspondence from the Developer to AT&T Florida attached hereto as Exhibit "C". Because of the service arrangements with GRUCom and Cox, however, there is an incredible amount of uncertainty as to the anticipated demand, if any, for AT&T Florida's voice services in Cabana, Phase II, as residents will be able to order voice services from many different

providers over their data connection and/or, upon information and belief, voice service from Cox.

22. As a result of the Developer's arrangements with other providers for the entire suite of services for residents at Cabana, Phase II and because payment for the alternative providers' video and data services are included in their rent, AT&T Florida believes that the "take rate" for its voice, data and video services will be extremely low. This will create reduced revenue opportunities for AT&T Florida that create extreme uncertainty as to the time period it will take for AT&T Florida to recover the cost of its facilities investment, if at all.

23. Moreover, AT&T Florida anticipates that the "take rate" for voice services at Cabana, Phase II will be low, as the "take rate" for voice services at Cabana, Phase I is approximately 2.02%. *See* Affidavit of Larry Bishop, attached hereto as Exhibit "D". The "take rate" for Cabana, Phase I was determined by calculating the percentage of the number of bedrooms<sup>6</sup> (792) that have ordered voice service (16 working lines as of April 25, 2007) from AT&T Florida. *See id.* This extremely low "take rate" creates further uncertainty as to the time period it will take for AT&T Florida to recover the cost of its facilities investment, if at all.

24. Upon information and belief, VOIP and/or wireless substitution are significant reasons why AT&T Florida's anticipated "take rate" for Cabana, Phase II will be extremely low. Indeed, the Commission has recognized (1) that wireless substitution is increasing, (2) that a number of Floridians view wireless service as a viable substitute for wireline service and (3) that a number of subscribers have substituted VOIP service

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<sup>6</sup> AT&T Florida does not have any information that all of the bedrooms in Phase I were not completed and ready for occupancy in April 2007.

for traditional wireline service. *See* the Commission's *Report on the Status of Competition in the Telecommunications Industry* (May 31, 2006).

25. Moreover, as Cabana, Phase II will have an alternative voice provider, AT&T Florida anticipates that the "take rate" for Phase II will be even lower than for Cabana, Phase I.

26. AT&T Florida estimates that it will cost approximately \$122,340 to deploy facilities to Cabana, Phase II. *See* Affidavit of Larry Bishop.

27. In accordance with Rule 25-4.067(3), Florida Administrative Code, and its tariffs, based upon a 3% "take rate"<sup>7</sup>, AT&T Florida calculated the anticipated five times annual exchange revenue at Cabana, Phase II to be approximately \$42,395. *See id.*

28. On or about April 30, 2007, AT&T Florida requested payment of \$79,945 (total estimated cost to place facilities less the five times annual exchange revenue) from the Developer. *See* April 30, 2007 correspondence from AT&T Florida to Developer attached hereto as Exhibit "E".

29. To date, the Developer has refused to pay the requested amount. *See* May 18, 2007 correspondence from AT&T Florida to the Developer attached hereto as Exhibit "F". *See also*, Exhibit "C".

30. AT&T Florida should not be forced, pursuant to COLR, to install duplicative facilities when the unrefuted evidence based on an identical property and the demographics of Cabana, Phase II clearly establish that AT&T Florida will be economically disadvantaged in serving this development.

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<sup>7</sup> In the interest of conservatism, AT&T Florida used a 3% "take rate" for its calculations rather than the 2.02% take rate derived from Cabana, Phase I.

31. Clearly, the COLR statute was not enacted to countenance such an inefficient economic result, especially where, upon information and belief, data, video and voice providers have entered into arrangements with the Developer to provide said services; upon information and belief, are installing their own networks; upon information and belief, have the technical capability to offer voice services to residents; and the anticipated “take rate” for AT&T Florida’s services will be extremely low. In this scenario, the Developer is attempting to expand AT&T Florida’s COLR obligations beyond its traditional and intended purposes for the Developer’s own economic interest, which should be rejected.

32. At this time, AT&T Florida is unaware of any specific disputed issues of material fact. AT&T Florida anticipates that the Developer may dispute AT&T Florida’s assertion that the grounds stated herein are sufficient to establish “good cause” under § 364.025(6)(d).

**PRAYER FOR RELIEF**

33. For the foregoing reasons, the Commission should relieve AT&T Florida of any obligation to provide service at Cabana, Phase II.

WHEREFORE, AT&T Florida respectfully requests that the Commission:

- (a) find that good cause exists under Florida Statutes § 364.025(6)(d) to grant AT&T Florida COLR relief as to Cabana, Phase II and
- (b) order all other relief that the Commission deems appropriate in this matter.

**\*\*NOTICE\*\***

**Pursuant to Rule 25-4.084, F.A.C., AT&T Florida states as follows: Interested persons have 14 calendar days from the date the Petition is received to file a response to the Petition with the Commission, unless the 14<sup>th</sup> day falls on a Saturday, Sunday, or Holiday, in which case the response must be filed no later than the next working day.**

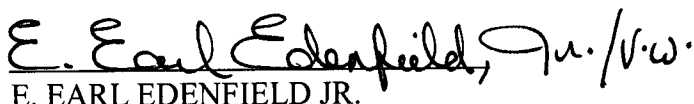
Respectfully submitted this 4<sup>th</sup> day of June, 2007.

AT&T FLORIDA



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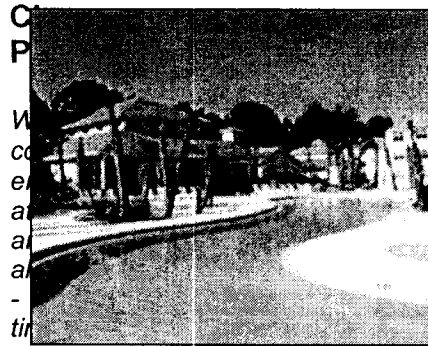
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high and still growing, student housing--where owners charge by the bedroom, not the unit -- is earning good reports despite higher maintenance needs

By Teresa O'Dea Hein, Managing Editor

DECEMBER 06, 2006 -- Student housing has come a long way from plain-Jane dorms and run-down off-campus housing as immortalized in "Animal House." The attractive, amenity-laden, fully furnished Cabana South Beach Apartments in Gainesville, Fla., which opened this fall near the University of Florida campus, typify the fresh, new generation of student housing.

Like a number of newer student housing projects, Cabana South Beach, developed, owned and managed by Campus Development

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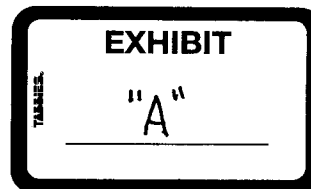
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Group of St. Augustine, Fla., rents its units by the bedroom—all of which include doors with deadbolt locks and their own private bathrooms.

When students need a break from classes and research papers, they can recharge their batteries in the large, lagoon-style swimming pool, complete with volleyball and basketball sections that are surrounded by a sandy beach for sunning. Music and tropical landscaping accent the South Beach design theme. Indoor recreation options include a large clubhouse with a billiards table, big-screen TV and well-equipped fitness and computer rooms (which is also good for homework).

"These buildings look like condominiums that happen to be student housing," observes project architect Les Thomas, principal of Les Thomas Architect, St. Augustine. They're characterized by lighter colors with a clean, modern look, he explains, without being overly trendy. Thomas specifies a combination of siding materials on the building exteriors in order to break up the three-story mass and bring its scale down. And the use of screened porches enhances the seaside look.

Monthly rents range from about \$500 for a bedroom in a four-bedroom unit to \$650 or so in two-bedroom units and include high-speed Internet access. Each unit comes fully furnished with solid wood furniture, washer/dryer, modern kitchen appliances, individually lockable bedroom doors, one private bathroom per bedroom, intrusion alarm, mini blinds, tinted windows, ceiling fans, central HVAC, high-speed Internet access and a 32-in. TV. So that parents can clearly visualize the living arrangements, the clubhouse also includes a full-scale model apartment.

The architect and developer did their homework, researched the market and the needs of potential tenants and, in the process, have learned a lot from that experience. "We've seen good projects built that failed due to

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maintenance issues or that weren't cohesive, with an overall theme," Jason Fort, president of Campus Development Group, explains. "The project's success is a combination of the design of the individual units and common areas, as well as well-thought-out management."

This isn't the company's freshman venture in student housing. In 1997, it successfully launched its first initiative, called Campus Suite, and then branched out into a different but equally successful concept called Campus Lodge, which operates student apartment communities in Florida, Georgia, Missouri, Texas and Oklahoma.

At the time, Fort recalls, student housing built with the idea of renting by the bedroom instead of the apartment was a pretty young, intriguing concept but banks had to be convinced—"it was out of the conventional model and they didn't recognize leasing by the bedroom as a viable option." Essentially, it was like a form of new math for the industry. Now, Fort points out, student housing has become accepted as a standard property type and has its own set of underwriting parameters. Jason's father, David, who is its CEO, founded campus Development's parent company as a general contractor in the 1970s.

Thomas appreciates this client's interest in investing in the details. Because Gainesville has an excellent bus system and encourages developers to include a bus stop at their properties, the Cabana South Beach project includes a bus stop, designed to blend in with the community décor. Similarly, maintenance and pool equipment buildings are also in keeping with the beachside theme. "Without a client like them, that wouldn't happen," Thomas says. "The way they look at it is, if you spend the money, it will pay for itself in the long run."

Thomas believes, "Our job is to turn good ideas into architecture." About 40 percent of his work is multifamily—mostly condos, with the

rest split between single-family homes and municipal work. He's been working with the Fort family for almost 10 years.

Equity capital for this and two other Cabana South Beach projects was provided by Legacy Capital Partners, based in the Cleveland area. Legacy and Campus developed a similar project, Cabana Beach Apartments, in San Marcos, Texas near the campus of Texas State University, which also opened in fall 2006. And Legacy recently completed a \$3.35-million equity investment for the second phase of Cabana South Beach Apartments on an adjacent plot in Gainesville.

David B. St. Pierre, president, is impressed by the extent of Campus/Fort's experience in this sector. "They've completed a number of projects and have been doing it for several years. They're hands-on and they've learned a lot from being on site," St. Pierre says. "They definitely have their fingers on the pulse of the student housing industry.

"One of the things that we like about this from an investment point of view is that student housing offers a premium over conventional multifamily," explains St. Pierre. His firm operates investment funds, so he appreciates the higher yields available on this type of student housing. "With student housing, we're seeing a 9 percent return on cost versus a 6 1/2 percent return with traditional multifamily. There is the ability to create a greater yield because you're charging rent by the bedroom instead of just by the unit."

The risk with this new form of student housing that features units with multiple bedrooms and attached bathrooms, St. Pierre acknowledges, is that it would be harder to convert them into market-rate apartments, should the need arise.

Since construction costs have gone up so much in the last few years, Fort reports they try to allocate as much space as possible to living areas and to keep projects cost-effective, shave

a little space off bedrooms. "The biggest challenge is the budget."

Phase two of Gainesville's Cabana South Beach, now being built, contains a higher concentration of two-bedroom, two-bath units to appeal more to upperclassmen, graduate students and married couples. However, units can be rented by anyone—Fair Housing rules prohibit any discriminatory requirements that renters be students.

The National Center for Education Statistics predicts overall university enrollment will continue to grow for the next six years, with total enrollment reaching 18.5 million students by 2012, a gain of 1.7 million from 2005. Furthermore, states in the South and West are expected to have the highest number of public high school graduates. Studies report Echo Boomers, as children of Baby Boomers are called, expect more in housing choices than their parents did, with privacy, amenities, security and technology as key.

Student housing is very maintenance-intensive and Fort believes that "since we design and develop it, we feel that we understand it best and can manage it properly." The company stays on top of maintenance issues by trying to inspect the units monthly in one way or another. They also give new tenants a comprehensive move-in packet of materials that covers a wide range of topics such as how to operate the dishwasher. "Kids have a lot of needs and we try to keep them happy as much as possible." Furthermore, they hire on-site property managers who have a good blend of personality and diligence so they can relate to students but still keep everything in good working order. Some people might worry that students would abuse such attractive accommodations. However, Fort notes, "If you give kids something new and clean to start with, they seem to respect it more."

Adding to the units' operating

challenges is the fact that all leases tend to expire at the same time. In the 252-unit Phase I at Gainesville, for example, there are over 700 leases so, Fort points out, just from a paperwork point of view, it takes a lot more effort to manage than anything on a conventional multifamily basis and you need a bigger staff. "Leasing and move-in are all very seasonal—it's an enormous effort in a two-week period of time." Cabana South Beach has a strong renewal rate for this type of housing, Fort adds, ranging from about 35 to 50 percent.

Fort has also been using the same general contractor for the last 10 years. This g.c. and all his subs understand the overwhelming importance of the construction schedule because, as Fort notes, "unlike with conventional multifamily, the target completion date for student housing is unmovable" since students need to move in with time to start the school year. "The last month is a high-energy part of the equation."

While these projects have been well received by the market, Campus Development is not content to rest on its laurels. The company conducts focus groups two or three times a year. Going forward, Fort says the company expects to create more student housing and is looking at economically viable Sunbelt sites.

Looking at this project, St. Pierre speaks for many observers when he concludes, "I wish I could go back to college—it really is spectacular."

### **Project at a Glance**

**Project Name:** Cabana  
South Beach Phases I & II  
**Location:** Gainesville, Fla.  
**No. of Buildings:** Phase I—  
19 residential buildings;  
Phase II—20 residential  
buildings  
**No. of Units:** Phase I—252  
(792 beds); Phase II—252

(696 beds)

**Overall Cost:** Phase I—  
\$27,436,010; Phase II—  
\$30,987,650

**Residential Square**

**Footage:** Net rentable area

—

Phase I—281,616; Phase  
II—262,920

**Common Area Square**

**Footage:** 5,000-sq.-ft.

Clubhouse

**Amenities:** Common area—  
outdoor pool with sandy  
"beach" area, clubhouse,  
computer room, tanning  
beds, fitness center, game  
room, basketball court,  
volleyball court and bbq  
area. Recreational  
Equipment includes free  
weights, cardio machines,  
billiards, basketball and  
volleyball equipment. Each  
unit comes fully furnished.

**Parking Spaces:** Phase I—  
893

**Developer:** Campus  
Development Inc.

**Architect:** Les Thomas  
Architect Inc.

**General Contractor:**  
Johnson, Graham, Malone

**Landscape Architect:**  
Mclain Design

**Roofing:** CertainTeed  
fiberglass shingles

**Siding:** Hardiplank fiber  
cement siding by James  
Hardie Siding Products

**Windows:** Insulated, tinted  
glass

**Carpet:** Mohawk Aladdin


**Flooring:** Armstrong vinyl  
composition tile

**Doors:** Steel core entry  
doors with deadbolt

**Paint:** Sherwin-Williams

**Counters:** Formica Brand

Laminate  
**Bath Tile:** Armstrong vinyl  
composition tile  
**Kitchen Appliances:**  
Whirlpool



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FAQS



HOME

Thank you for visiting the Cabana Beach Apartments' website.

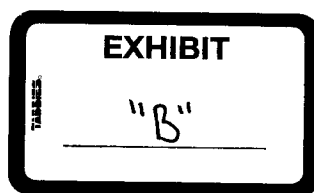
EMAIL

It is our goal to provide you with all the information that you will need to know about Cabana Beach in order to make the best decision for your housing needs. Many of you have similar requests so we have put together a list of frequently asked questions and answers. Let's start with the most popular.

What is included when you lease at Cabana Beach?

We have made sure to include water/sewer, cable television, high speed internet access, pest control, and furnishings for your convenience. Cabana Beach Gainesville includes an Electric Allotment of \$50 for the 4/4 and \$35 for the 2/2. Additional options may be available.

Apply Now



**From:** Jay Brawley [mailto:jbrawley@fortdev.com]  
**Sent:** Friday, May 18, 2007 5:08 PM  
**To:** Hordemann, Annalisa S  
**Subject:** RE: Cabana South Beach Apartments  
**Importance:** High

Annalisa,  
Our response to your letter is attached.



**Jay Brawley** | DIRECTOR OF DEVELOPMENT

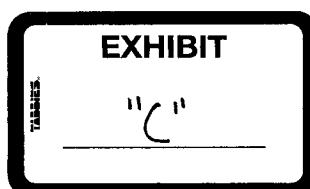
FortGroup Development Corp.  
1301 Plantation Island Drive  
Suite 304  
St. Augustine, Florida 32080

cell 352.214.3178  
tel 904.584.1600  
fax 904.584.1555

jbrawley@fortdev.com  
www.fortdev.com  
www.thecabanaapartments.com

**From:** Hordemann, Annalisa S [mailto:ah3295@att.com]  
**Sent:** Friday, May 18, 2007 8:55 AM  
**To:** Jay Brawley  
**Cc:** Hordemann, Annalisa S  
**Subject:** Cabana South Beach Apatrments

5/21/2007







May 17, 2007

Annalisa Hordemann  
AT&T  
6026 NW 1st Place  
Gainesville, Florida 32606

RE: Cabana South Beach Apartments – Phase II, Gainesville, FL

Annalisa,

FortGroup does disagree with your letter dated May 18, 2007. We received your correspondence requesting almost \$80,000 to provide service for the continuation of this project, or else you would not provide service. FortGroup considers this an improper and discriminatory charge for infrastructure.

Phase 1 of this project is served by AT&T and this project is legally and technically one project under management by one entity. We will now have approximately half of the project served by AT&T and the rest by another provider. FortGroup did request AT&T to provide service as our first choice and now we have no choice except to consider other providers. There is no demarcation line in the finished project and we will have to continually resolve issues with tenants regarding who can or can not subscribe to AT&T services. Installation of AT&T infrastructure has been in dispute since late 2006 and your letter dated April 30, 2007 was so late in the construction process that we were not afforded sufficient time to consider your demands.

FortGroup does not relieve AT&T of its COLR obligations or waive any rights under applicable statutes.

Sincerely,

A handwritten signature in black ink, appearing to be "Jay Brawley", written over a horizontal line.

Jay Brawley, PE (FL), AICP  
Director of Development  
FortGroup Development Corporation

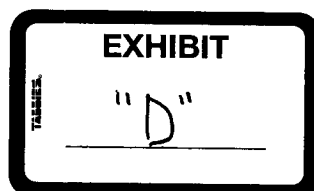
**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

IN RE: )  
 ) Docket No. \_\_\_\_\_  
Petition of AT&T Florida for Relief from )  
Carrier-of-Last-Resort Obligations )  
Pursuant to Florida Statutes )  
§364.025(6)(d)(Cabana South). ) Filed: June 4, 2007  
\_\_\_\_\_ )

**AFFIDAVIT OF LARRY BISHOP**

COMES NOW the Affiant, and swears under oath as follows:

1. My name is Larry Bishop. I graduated from Florida State University in 1998 with a Bachelor of Science degree in Electrical Engineering. I also graduated from the University of Florida in 2003 with a Masters in Business Administration. I am currently employed by BellSouth Telecommunications, Inc. d/b/a AT&T Southeast as a Supervising Manager in the Southeast Outside Plant Engineering & Construction Support Staff in Atlanta, Georgia. I have held this position since August 2005.
2. In my current position in the AT&T Southeast Support Staff, I am responsible for supporting the AT&T Southeast region in fields such as: outside plant engineering, Greenfield deployment planning, and capital investment for the rehabilitation of cable plant. In the past, I have supervised a team of subject matter experts that have been responsible for supporting loop deployment planning, digital loop electronics planning and provisioning, proactive maintenance, building industry consultants, and unbundled network elements in the AT&T Southeast region.



3. Prior to becoming a Supervising Manager, I held various positions in the network organization including both Outside Plant Engineer (OSPE) and Loop Capacity Manager (LCM). In these positions I was responsible for planning fiber optic cable, digital loop electronics, broadband, and new Greenfield deployment. I coordinated with property developers to place telecommunications facilities for single family and multi-dwelling unit developments. I spoke directly with developers, planned the network architecture, and designed the Engineering Work Order that would be implemented by AT&T Southeast construction forces.
4. This Affidavit is filed on behalf of BellSouth Telecommunications, Inc. d/b/a AT&T Florida ("AT&T Florida") in support of AT&T Florida's Petition for Relief from Carrier of Last Resort Obligations ("Petition") filed with the Florida Public Service Commission ("Commission") on June 4, 2007. The purpose of this Affidavit is to describe the anticipated network deployment and associated costs and the five times annual exchange revenue analysis performed by AT&T Florida for Cabana South Beach Apartments, Phase II ("Cabana, Phase II") located in Alachua County, Florida.
5. The development at issue known as Cabana, Phase II is under construction in Alachua County, Florida.
6. Local AT&T Florida Network representatives in Alachua County have developed a network deployment strategy for Cabana, Phase II. I have spoken with the local network engineers and reviewed the proposed network deployment strategy. Based on my experience, I find the network deployment strategy to be reasonable and efficient.

7. I have reviewed the estimated costs for the network deployment to Cabana, Phase II, which amount to \$122,340. Based on my experience, this cost estimate encompasses the necessary and reasonable work required for network deployment to Cabana, Phase II.
8. AT&T Florida anticipates little or no service orders from residents for telecommunications service in Phase II in light of the arrangements that the Developer has, upon information and belief, entered into with other providers. Moreover, AT&T Florida anticipates that the "take rate" for voice services at Cabana, Phase II will be low, as only approximately 2.02% of the bedrooms in Phase I have ordered service from AT&T Florida.
9. The "take rate" for Cabana, Phase I was determined by calculating the percentage of the number of bedrooms (792) that have ordered voice service (16 working lines as of April 25, 2007) from AT&T Florida.
10. In accordance with Rule 25-4.067(3), Florida Administrative Code, and its tariffs, AT&T Florida calculated the anticipated five times annual exchange revenue at Cabana, Phase II to be approximately \$42,395. In the interest of conservatism, in arriving at this amount, AT&T Florida used a 3% "take rate" in its calculation rather than the 2.02% "take rate" derived for Cabana, Phase I.
11. The total cost of \$122,340 less the five times annual exchange revenue of \$42,395 is \$79,945.
12. On or about April 30, 2007, AT&T Florida requested payment of the above amount from the Developer.
13. To date, the Developer has refused to pay AT&T Florida the requested amount.

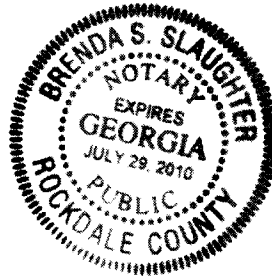
Further affiant sayeth not.

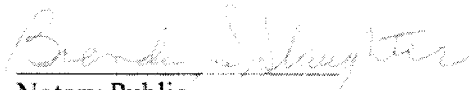
This 4th day of June 2007.

Under penalties of perjury, I declare that I have read the foregoing affidavit and the facts stated in it are true.

  
LARRY BISHOP

Sworn to and subscribed  
before me this 4th  
day of June 2007.



  
Notary Public

Brenda S. Slaughter  
Notary Public, Rockdale County, Georgia  
My Commission Expires July 29, 2010

My commission expires: \_\_\_\_\_



AT&T - Southeast  
Mark G. LoCastro, P.E.  
Director - Planning & Provisioning  
500 N. Orange Av., Room #400  
Orlando, FL 32801  
Email / Blackberry:  
[Mark.LoCastro@BellSouth.com](mailto:Mark.LoCastro@BellSouth.com)  
(w) 407-245-3015  
(m) 407-325-5584  
(f) 407-648-5771

April 30, 2007

Jay Brawley  
Director of Development  
FortGroup Development Corp.  
1301 Plantation Island Drive, Suite 304  
St. Augustine, FL 32080

**Re: Provisioning of AT&T Facilities within Cabana South Beach Apartments – Phase II, 1601 SW 52<sup>nd</sup> Street, Gainesville, Florida**

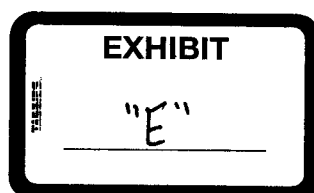
Dear Mr. Brawley:

This letter is in follow-up to various communications between you and representatives of BellSouth Telecommunications, Inc. d/b/a AT&T Florida regarding the above development, under construction by your company in Gainesville, Florida. We understand that Phase II will have 252 apartment units, with 696 bedrooms (to be rented by the bedroom), and that residents are expected in August 2007. You have also informed AT&T Florida that your company has entered into a "bulk" agreement with another provider, GRUCom, for data services to residents, such that the residents will receive those services in return for payment of their rent.

You have asked AT&T Florida to place facilities to provide service to residents at the development. For the reasons described below, charges will apply to your company for the placement of those facilities.

Florida Public Service Commission Rule 25-4.067(3), Florida Administrative Code provides that AT&T Florida may recover the costs for extensions of its lines to provide service that exceed five times annual exchange revenue.

AT&T Florida anticipates little or no service orders from residents for telecommunications service in Phase II. This expectation is supported by the fact that only approximately 2.5% of residents in the bedrooms in Phase I of this development have ordered service from AT&T Florida. Accordingly, AT&T Florida has calculated the anticipated five times annual exchange revenue at Phase II to be approximately \$42,395. In the interest of conservatism, AT&T Florida contemplated a 3% take rate in arriving at that amount.





AT&T - Southeast  
Mark G. LoCastro, P.E.  
Director - Planning & Provisioning  
500 N. Orange Av., Room #400  
Orlando, FL 32801  
Email / Blackberry:  
[Mark.LoCastro@BellSouth.com](mailto:Mark.LoCastro@BellSouth.com)  
(w) 407-245-3015  
(m) 407-325-5584  
(f) 407-648-5771

The extension/construction cost for facilities to serve Phase II is approximately \$122,340, which includes anticipated labor and material costs for fiber placement and splicing, for ONU placement and for terminations of NTW as well as an anticipated cost for the purchase of network termination wire placed by your company and overhead cost. While we had not reached agreement on the cost for the network terminating wire, the sum assumed for our calculations here (\$15,400) is based upon similar contexts. If we proceed, we will need to enter into an agreement for the NTW.

The above total cost amount less the five times annual exchange revenue is \$79,945. Accordingly, pursuant to the Commission Rule, AT&T Florida is requesting payment of the above sum prior to extending its lines to serve Phase II.

In addition to the Commission Rule, AT&T Florida's General Subscriber Services Tariff (GSST), on file with the Florida Public Service Commission, provides that special construction and attendant charges are required when AT&T Florida has no other requirement for facilities to be constructed at a party's request and where the cost to construct line extension facilities exceeds the estimated five year exchange revenue. See Part A.5.2.1.B the GSST. You may access the GSST on <http://bellsouth.com> (click on about us at the top; click on tariffs/price list on right hand side; click on BellSouth tariffs; click on Florida). Accordingly, The GSST supports application of these charges in addition to the Commission Rule mentioned above.

AT&T Florida is available to discuss the above sum with you at your convenience. John Stanley, Area Manager - AT&T Network Operations will be handling this property and can be reached at 352.336.5533.

Sincerely,

A handwritten signature in cursive script that reads "Mark LoCastro".

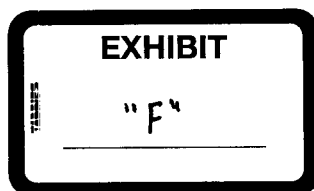
Mark LoCastro

Cc: John Stanley  
Tracey Cheston  
Annalisa Hordemann

**From:** Hordemann, Annalisa S  
**Sent:** Friday, May 18, 2007 8:55 AM  
**To:** 'Jay Brawley'  
**Cc:** Hordemann, Annalisa S  
**Subject:** Cabana South Beach Apatrments



cabanaletter.doc  
(46 KB)







Annalisa Hordemann  
*Specialist*  
*Network-Engineering*

AT&T Florida  
6026 NW 1<sup>st</sup> Place  
Gainesville, FL 32606

T: 352.333.9243  
F: 352.331.2438  
ah3295@att.com  
www.att.com

May 18, 2007

Via email: [jbrawley@fortdev.com](mailto:jbrawley@fortdev.com)  
and Certified Mail

Jay Brawley  
Director of Development  
FortGroup Development Corp.  
1301 Plantation Island Drive  
Suite 304  
St. Augustine, FL 32080

Re: Cabana South Beach Apartments – Phase II, 1601 SW 52<sup>nd</sup> Street,  
Gainesville, Florida

Dear Mr. Brawley:

This letter is in follow-up to our various conversations regarding the above development, under construction by your company in Gainesville, Florida. As you know, on April 30, 2007, AT&T Florida forwarded correspondence requesting payment of \$79,945. As indicated in the letter, this amount represents the total cost to serve the development less the anticipated five times annual exchange revenue.

On May 7, 2007, you advised that the Developer would not pay the requested amount and that it was going to work with GRUCom and Cox Communications in order to obtain the services, including voice service, for the development.

On May 15, 2007, I asked you to confirm in writing the Developer's decision to not pay the requested amount. On May 16, 2007, you advised that you did not plan to confirm the decision in writing and advised that the Developer 1) has made the decision to use another vendor to provide voice service and 2) does not require or request AT&T Florida to provide voice service for Phase 2 of the Development.

Based upon the above, AT&T Florida understands that, at this point, the Developer has chosen another communications service provider to install its communications facilities at the Development to the exclusion of AT&T Florida. Thus, AT&T Florida believes that it is relieved of its COLR obligation to serve the property pursuant to the provisions of Section 364.025, Florida Statutes.



If you disagree with any of the above, please inform me in writing by May 21, 2007. Thank you and we hope to work with you on other projects in the future.

Sincerely,

Annalisa Hordemann

cc: John Stanley  
Tracey Cheston  
Mark LoCastro

**Select Year:** 2006[Go](#)

## The 2006 Florida Statutes

Title XXVII  
RAILROADS AND OTHER REGULATED  
UTILITIES

Chapter 364  
TELECOMMUNICATIONS  
COMPANIES

[View Entire  
Chapter](#)

### 364.025 Universal service.--

(1) For the purposes of this section, the term "universal service" means an evolving level of access to telecommunications services that, taking into account advances in technologies, services, and market demand for essential services, the commission determines should be provided at just, reasonable, and affordable rates to customers, including those in rural, economically disadvantaged, and high-cost areas. It is the intent of the Legislature that universal service objectives be maintained after the local exchange market is opened to competitively provided services. It is also the intent of the Legislature that during this transition period the ubiquitous nature of the local exchange telecommunications companies be used to satisfy these objectives. Until January 1, 2009, each local exchange telecommunications company shall be required to furnish basic local exchange telecommunications service within a reasonable time period to any person requesting such service within the company's service territory.

(2) The Legislature finds that each telecommunications company should contribute its fair share to the support of the universal service objectives and carrier-of-last-resort obligations. For a transitional period not to exceed January 1, 2009, the interim mechanism for maintaining universal service objectives and funding carrier-of-last-resort obligations shall be established by the commission, pending the implementation of a permanent mechanism. The interim mechanism shall be applied in a manner that ensures that each competitive local exchange telecommunications company contributes its fair share to the support of universal service and carrier-of-last-resort obligations. The interim mechanism applied to each competitive local exchange telecommunications company shall reflect a fair share of the local exchange telecommunications company's recovery of investments made in fulfilling its carrier-of-last-resort obligations, and the maintenance of universal service objectives. The commission shall ensure that the interim mechanism does not impede the development of residential consumer choice or create an unreasonable barrier to competition. In reaching its determination, the commission shall not inquire into or consider any factor that is inconsistent with s. 364.051(1)(c). The costs and expenses of any government program or project required in part II of this chapter shall not be recovered under this section.

(3) If any party, prior to January 1, 2009, believes that circumstances have changed substantially to warrant a change in the interim mechanism, that party may petition the commission for a change, but the commission shall grant such petition only after an opportunity for a hearing and a compelling showing of changed circumstances, including that the provider's customer population includes as many residential as business customers. The commission shall act on any such petition within 120 days.

(4)(a) Prior to January 1, 2009, the Legislature shall establish a permanent universal service mechanism upon the effective date of which any interim recovery mechanism for universal service objectives or carrier-of-last-resort obligations imposed on competitive local exchange telecommunications companies shall terminate.

(b) To assist the Legislature in establishing a permanent universal service mechanism, the commission, by February 15, 1999, shall determine and report to the President of the Senate and the Speaker of the House of Representatives the total forward-looking cost, based upon the most recent commercially available technology and equipment and generally accepted design and placement principles, of providing basic local telecommunications service on a basis no greater

than a wire center basis using a cost proxy model to be selected by the commission after notice and opportunity for hearing.

(c) In determining the cost of providing basic local telecommunications service for small local exchange telecommunications companies, which serve less than 100,000 access lines, the commission shall not be required to use the cost proxy model selected pursuant to paragraph (b) until a mechanism is implemented by the Federal Government for small companies, but no sooner than January 1, 2001. The commission shall calculate a small local exchange telecommunications company's cost of providing basic local telecommunications services based on one of the following options:

1. A different proxy model; or
2. A fully distributed allocation of embedded costs, identifying high-cost areas within the local exchange area the company serves and including all embedded investments and expenses incurred by the company in the provision of universal service. Such calculations may be made using fully distributed costs consistent with 47 C.F.R. parts 32, 36, and 64. The geographic basis for the calculations shall be no smaller than a census block group.

(5) After January 1, 2001, a competitive local exchange telecommunications company may petition the commission to become the universal service provider and carrier of last resort in areas requested to be served by that competitive local exchange telecommunications company. Upon petition of a competitive local exchange telecommunications company, the commission shall have 120 days to vote on granting in whole or in part or denying the petition of the competitive local exchange company. The commission may establish the competitive local exchange telecommunications company as the universal service provider and carrier of last resort, provided that the commission first determines that the competitive local exchange telecommunications company will provide high-quality, reliable service. In the order establishing the competitive local exchange telecommunications company as the universal service provider and carrier of last resort, the commission shall set the period of time in which such company must meet those objectives and obligations.

(6)(a) For purposes of this subsection:

1. "Owner or developer" means the owner or developer of a multitenant business or residential property, any condominium association or homeowners' association thereof, or any other person or entity having ownership in or control over the property.
2. "Communications service provider" means any person or entity providing communications services, any person or entity allowing another person or entity to use its communications facilities to provide communications services, or any person or entity securing rights to select communications service providers for a property owner or developer.
3. "Communications service" means voice service or voice replacement service through the use of any technology.

(b) A local exchange telecommunications company obligated by this section to serve as the carrier of last resort is not obligated to provide basic local telecommunications service to any customers in a multitenant business or residential property, including, but not limited to, apartments, condominiums, subdivisions, office buildings, or office parks, when the owner or developer thereof:

1. Permits only one communications service provider to install its communications service-related facilities or equipment, to the exclusion of the local exchange telecommunications company, during the construction phase of the property;
2. Accepts or agrees to accept incentives or rewards from a communications service provider that

are contingent upon the provision of any or all communications services by one or more communications service providers to the exclusion of the local exchange telecommunications company;

3. Collects from the occupants or residents of the property charges for the provision of any communications service, provided by a communications service provider other than the local exchange telecommunications company, to the occupants or residents in any manner, including, but not limited to, collection through rent, fees, or dues; or

4. Enters into an agreement with the communications service provider which grants incentives or rewards to such owner or developer contingent upon restriction or limitation of the local exchange telecommunications company's access to the property.

(c) The local exchange telecommunications company relieved of its carrier-of-last-resort obligation to provide basic local telecommunications service to the occupants or residents of a multitenant business or residential property pursuant to paragraph (b) shall notify the commission of that fact in a timely manner.

(d) A local exchange telecommunications company that is not automatically relieved of its carrier-of-last-resort obligation pursuant to subparagraphs (b)1.-4. may seek a waiver of its carrier-of-last-resort obligation from the commission for good cause shown based on the facts and circumstances of provision of service to the multitenant business or residential property. Upon petition for such relief, notice shall be given by the company at the same time to the relevant building owner or developer. The commission shall have 90 days to act on the petition. The commission shall implement this paragraph through rulemaking.

(e) If all conditions described in subparagraphs (b)1.-4. cease to exist at a property, the owner or developer requests in writing that the local exchange telecommunications company make service available to customers at the property and confirms in writing that all conditions described in subparagraphs (b)1.-4. have ceased to exist at the property, and the owner or developer has not arranged and does not intend to arrange with another communications service provider to make communications service available to customers at the property, the carrier-of-last-resort obligation under this section shall again apply to the local exchange telecommunications company at the property; however, the local exchange telecommunications company may require that the owner or developer pay to the company in advance a reasonable fee to recover costs that exceed the costs that would have been incurred to construct or acquire facilities to serve customers at the property initially, and the company shall have a reasonable period of time following the request from the owner or developer to make arrangements for service availability. If any conditions described in subparagraphs (b)1.-4. again exist at the property, paragraph (b) shall again apply.

(f) This subsection does not affect the limitations on the jurisdiction of the commission imposed by s. 364.011 or s. 364.013.

**History.**--s. 7, ch. 95-403; s. 18, ch. 97-100; s. 1, ch. 98-277; s. 1, ch. 99-354; s. 1, ch. 2000-289; s. 2, ch. 2000-334; s. 4, ch. 2003-32; s. 2, ch. 2006-80.

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BEFORE THE PUBLIC SERVICE COMMISSION

In re: Proposed adoption of Rule 25-4.084, DOCKET NO. 060554-TL  
F.A.C., Carrier-of-Last-Resort; Multitenant ORDER NO. PSC-07-0090-FOF-TL  
Business and Residential Properties. ISSUED: February 1, 2007

The following Commissioners participated in the disposition of this matter:

LISA POLAK EDGAR, Chairman  
J. TERRY DEASON  
MATTHEW M. CARTER II  
KATRINA J. TEW

NOTICE OF ADOPTION OF RULE

BY THE COMMISSION:

NOTICE is hereby given that the Florida Public Service Commission, pursuant to Section 120.54, Florida Statutes, has adopted Rule 25-4.084, Florida Administrative Code, relating to carrier-of-last resort; multitenant business and residential properties, without changes.

The rule was filed with the Department of State on January 31, 2007, and will be effective on February 20, 2007. A copy of the rule as filed with the Department is attached to this Notice.

This docket is closed upon issuance of this notice.

By ORDER of the Florida Public Service Commission this 1st day of February, 2007.

BLANCA S. BAYÓ, Director  
Division of the Commission Clerk  
and Administrative Services

By:



Ann Cole, Chief  
Bureau of Records

(SEAL)

DES

DOCUMENT NUMBER DATE  
01051 FEB-18  
FPSC-COMMISSION CLERK

**25-4.084 Carrier-of-Last-Resort; Multitenant Business and Residential Property.**

(1) A petition for waiver of the carrier-of-last-resort obligation to a multitenant business or residential property pursuant to Section 364.025(6)(d), Florida Statutes, shall be filed with the Division of the Commission Clerk and Administrative Services and shall be delivered by hand delivery on the same day, or by overnight mail on the day following filing, upon the relevant owners or developers together with a copy of Section 364.025(6) and this rule.

(2) A petition for waiver of the carrier-of-last-resort obligation shall be limited to a single development.

(3) The petition must include the following:

(a) The name, address, telephone number, electronic mail address, and any facsimile number of the petitioner;

(b) The name, address, telephone number, electronic mail address, and any facsimile number of the attorney or qualified representative of the petitioner if any;

(c) The address or other specific description of the property for which the waiver is requested;

(d) The specific facts and circumstances that demonstrate good cause for the waiver as required by Section 364.025(6)(d);

(e) A statement that interested persons have 14 calendar days from the date the petition is received to file a response to the petition with the Commission, unless the fourteenth day falls on a Saturday, Sunday, or holiday, in which case the response must be filed no later than the next working day; and

(f) A statement certifying that delivery of the petition has been made on the relevant owners or developers and the method of delivery.

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(4) A response to a petition must include the following:

(a) The name, address, telephone number, electronic mail address, and any facsimile number of the respondent;

(b) The name, address, telephone number, electronic mail address, and any facsimile number of the attorney or qualified representative of the respondent if any upon whom service of pleadings and other papers shall be made; and

(c) Whether the respondent disputes the facts and circumstances alleged in the petition.

Specific Authority 350.127(2) FS.

Law Implemented 364.025 FS.

History–New.