
From: Jason Perry <jperry@symboliqwm.com>
Sent: Thursday, August 27, 2026 10:40 PM
To: 'bobtloos@gmail.com'; 'colonyfoundation@theiconteam.com'
Cc: 'plca-board@googlegroups.com'; 'Jim Hoppensteadt'; 'jim'; Patrick Ryan; Delgado Leo; melkas@convergedservicesinc.com
Subject: RE: Subject: Response to The Colony Foundation's August 26 FiberNow Communication
Importance: High

Bob,

I received The Colony Foundation's recent communication to Colony residents titled ***“Hotwire vs. FiberNow: What You Really Need to Know,”*** including the attached Service Level Agreement comparison.

Because that communication contains a number of statements and conclusions regarding the Telecommunications Task Force's approximately eighteen-month evaluation process, the competing contracts, and the basis for our unanimous recommendation, I believe several points merit clarification. As a Colony resident, a member of the Telecommunications Task Force, and someone who participated directly in both the 2015 and 2025–2026 telecommunications procurements, I believe it is appropriate for me to respond where the CFB's analysis characterizes the work we performed and the information we evaluated.

I respect that you and the CFB may disagree with the ultimate decision. My concern is not with that disagreement. My concern is when opinions or interpretations are presented as facts demonstrating that the Task Force failed to investigate important issues or that those issues were not considered before its recommendation. Having participated in the process from beginning to end, I do not believe that accurately reflects what occurred.

First, there are legitimate differences between the service-level provisions proposed by Hotwire and those contained in FiberNow's executed agreement. Hotwire has stronger provisions in certain categories. Those differences should be acknowledged.

But acknowledging those differences is very different from accepting the conclusions presented in the CFB document.

The comparison repeatedly takes differences in contractual language and converts them into conclusions that Hotwire is **“materially better,”** that FiberNow's cure provisions are merely **“aspirational,”** or that FiberNow's SLA is effectively unenforceable.

Those are interpretations. They are not what the executed FiberNow contract says.

The FiberNow agreement contains an enforceable SLA

The executed FiberNow agreement contains specific performance requirements, measurement standards, response times, service credits and default remedies.

Among other requirements, Exhibit E establishes:

- Internet Service Availability of at least **98% quarterly and 99% annually**;
- a requirement that Bulk Internet bandwidth be sustained at least **99% of the time measured over a 90-day period**;
- at least **1.8 Gbps of available bandwidth** during that measurement period;
- specific response and cure requirements for Minor Service Problems, Major Service Problems and Outages;
- service credits for qualifying outages;
- customer-service-order standards; and
- defined performance measurement requirements.

These are contractual obligations contained in the executed agreement - not aspirations.

Likewise, FiberNow's default provisions do not simply allow the company to ignore a contractual failure indefinitely.

Section 11 establishes a formal default-and-cure process, requires a written cure plan when a default cannot reasonably be cured within the initial response period, and provides PLCA with termination rights if a default ultimately remains uncured.

It is also useful to compare that structure with the agreement PLCA signed with Hotwire in 2016.

The existing Hotwire contract similarly contains cure provisions. Hotwire was generally provided 30 days to cure a material breach and, where a breach could not reasonably be cured within 30 days, additional time was permitted provided Hotwire commenced the cure and proceeded diligently.

In other words, cure periods are not some unusual concession PLCA suddenly granted FiberNow in 2026. They existed in PLCA's Hotwire agreement as well. The existence of a cure period does not make an SLA meaningless or unenforceable.

I also participated in negotiating Hotwire's SLA provisions in 2016, and I readily acknowledge that agreement contains significant protections, including availability standards, trouble-ticket requirements, outage credits, customer-hold-time requirements and reporting obligations. Hotwire's SLA is stronger in certain areas; FiberNow's uses a different structure and contains different metrics, including the bandwidth-availability requirements described above.

The accurate conclusion is neither that every FiberNow provision is superior nor that its SLA is meaningless or unenforceable. The agreements contain different service-level protections, with each having advantages in particular areas.

An SLA comparison is not the same thing as a telecommunications procurement

That illustrates the larger problem with the CFB analysis.

The Telecommunications Task Force did not select FiberNow because every individual provision in its proposal was superior to every provision offered by Hotwire.

Hotwire had advantages. FiberNow had advantages.

Our responsibility was to evaluate the proposals in their entirety.

Over approximately eighteen months, the Task Force and CSI evaluated the proposals in their entirety, including network architecture, Internet performance, whole-home Wi-Fi, television platforms, customer support, implementation and construction, service continuity, scalability, financial terms, restoration obligations, insurance, indemnification, technology protections, SLAs, default and termination rights, and long-term economics.

The question before the Task Force was not:

“Which provider has the strongest language in every individual provision of its SLA?”

The question was:

“After evaluating the competing proposals in their entirety, which proposal provides Pelican Landing the strongest overall value going forward?”

Those are fundamentally different questions.

The executed FiberNow contract also contains significant technology protections

The CFB's emphasis on FiberNow's ten-year term should also be considered in the context of the contract itself.

The agreement does not simply lock Pelican Landing into today's technology for ten years. Section 7.3 provides for formal Technology Reviews, including Internet bandwidth and speed, customer-premise equipment and video technology, and allows PLCA to request additional review if it believes FiberNow's technology is not keeping pace. Most significantly, if FiberNow offers higher bandwidth or speeds in the Southwest Florida market, PLCA receives the corresponding upgrade at no additional cost.

The CFB's characterization of the termination provision also requires an important distinction

The CFB states that the FiberNow agreement is “almost impossible to exit” and emphasizes a liquidated-damages provision equal to 75% of certain remaining amounts under the agreement.

The provision is significant, but its application should be accurately described. It applies to what the agreement defines as an **“Unlawful Termination”** - a termination outside the rights provided by the contract after FiberNow has committed substantial capital to construct the network and provide the contracted services. It does not apply simply because PLCA exercises a contractual termination right.

Section 11 separately establishes a default-and-cure process. If FiberNow defaults, PLCA may provide notice and require cure. If the default ultimately remains uncured in accordance with the agreement, PLCA has contractual termination rights.

Residents are certainly entitled to consider whether the liquidated-damages provision is too restrictive. But that is different from saying Pelican Landing is “locked in until 2039 with no recourse.” **The agreement provides default, cure and termination rights; the 75% provision applies to what the agreement defines as an “Unlawful Termination.”**

And historical context matters here as well.

PLCA's 2016 Hotwire agreement was itself a long-term telecommunications commitment extending through **May 31, 2028**, with automatic one-year renewals thereafter unless properly terminated.

The relevant question therefore isn't simply whether one proposal says five years and another says ten.

The relevant question is what technology, pricing, performance and contractual protections exist during that term.

The actual FiberNow bulk price is stated in the executed contract.

The executed FiberNow Bulk Services Addendum establishes the initial monthly bulk price per residence at:

Video: **\$23.95**

Internet: **\$39.00**

Broadcast Fee: **\$0.00**

Total: **\$62.95 per unit**

The contract further limits the annual increase in the Bulk Service Fee to **3.5%**.

Accordingly, comparisons using \$69.94 as FiberNow's starting bulk price - or adding optional retail services to create a substantially higher number - do not represent the starting bulk price in the executed agreement.

Several of the CFB's technical comparisons also require context

The CFB analysis also makes several additional comparisons concerning Internet performance, Wi-Fi and network architecture. Those comparisons should likewise be evaluated against the actual contract rather than presented as conclusions in isolation.

For example, describing FiberNow's 2 Gbps Internet service as “only 1.8 Gbps guaranteed most of the time” conflates the subscribed service speed with a separate contractual SLA measurement. The 1.8 Gbps provision is an enforceable minimum bandwidth-availability metric measured over the contractual period; it is not a statement that FiberNow is selling Pelican Landing a 1.8 Gbps Internet service.

Similarly, converting FiberNow's annual availability standard into “87 hours of downtime allowed per year” creates the impression that FiberNow is contractually entitled to take the network down for 87 hours. That is not what the agreement says. The SLA establishes performance thresholds, outage classifications, response and cure requirements, service credits and remedies when those standards are not met.

The same caution should be applied to statements characterizing FiberNow's proposed network as “weaker overall” based upon selected architecture components. The Task Force and CSI evaluated the network as an integrated system - including XGS-PON architecture, capacity, redundancy, Wi-Fi design, implementation and scalability - rather than determining network quality by counting any single component in isolation. Our own comparative evaluation identified both providers as multi-gigabit fiber systems and concluded that FiberNow offered the stronger overall technology platform.

None of that means Hotwire lacks advantages. **It means that individual specifications should not be converted into sweeping conclusions about the relative quality of two complete telecommunications networks without considering how the systems are actually engineered and operated.**

The CFB's channel comparison also requires clarification

The CFB document states that Hotwire provides “200 channels” while FiberNow provides only “148 channels,” and further states that FiberNow's local channels are **“not listed or guaranteed.”**

That characterization does not accurately reflect the detailed channel comparison that was performed during the procurement.

The FiberNow channel lineup provided for Pelican Landing specifically identifies a **27-channel Local Channels Lineup**, including ABC/WZVN, NBC/WBBH, CBS/WINK, FOX/WFTX, PBS/WGCU and The CW/WXCW, together with

additional local and broadcast programming including Univision, Telemundo, PBS Create, PBS Kids, UniMás, COZI TV, Grit, Heroes & Icons, ION Mystery and others.

The CFB's statement that FiberNow's local channels are “not listed” is therefore incorrect.

The broader comparison is also more complicated than “200 versus 148.” Our Task Force spreadsheet identifies 136 Bulk channels, 27 Local channels, 92 FAST channels and 49 music channels, together with premium and optional packages. The workbook contains 411 entries across all categories.

That does not mean 411 should simply be compared with Hotwire's advertised 200. Different providers organize and count programming differently, which is precisely why the Task Force performed a channel-by-channel comparison rather than relying on headline counts.

That comparison showed substantial overlap and differences in both directions. Hotwire includes certain programming not contained in FiberNow's base package; FiberNow includes programming not available through Hotwire, including HBO at no additional charge, while certain STARZ/Encore and sports programming is optional under FiberNow.

Those are legitimate differences. They do not, however, establish that FiberNow simply provides “52 fewer channels” or that every resident must spend another \$76.70 per month for equivalent television service. That calculation assumes a hypothetical household purchases multiple optional services to replicate selected features of Hotwire's package.

The equipment comparison should also distinguish between included and optional services

The CFB compares Hotwire's “unlimited access points” with FiberNow's “2 included.” That is an equipment-count comparison, not a measurement of Wi-Fi performance. FiberNow's contracted service includes whole-home Wi-Fi using two Wi-Fi 7 adapters, with additional equipment available where needed. The Task Force evaluated whole-home coverage and Wi-Fi architecture rather than assuming that more access points necessarily means better performance.

The equipment comparison also overlooks an important difference involving existing in-home coaxial wiring. FiberNow agreed to retain **MoCA (Multimedia over Coax Alliance) capability**, allowing existing coaxial wiring to continue serving televisions where appropriate while also supporting Ethernet, Wi-Fi and streaming-based options. This preserves multiple ways to connect televisions rather than requiring every television to migrate to a streaming-device architecture.

Hotwire's later renewal proposal takes a different approach. Hotwire expressly states that its proposed system uses “all wired connections” through Ethernet and contrasts that architecture with MoCA coax adapters. Its Fision TV+ proposal includes one set-top box and five media sticks, together with a separate 70-channel Plug-and-Play option. For residences requiring additional streaming devices beyond those included in the bulk package, additional equipment may therefore represent an additional resident cost.

Accordingly, describing Hotwire as simply providing “more equipment” than FiberNow misses an important distinction. The providers are proposing different in-home architectures, and FiberNow's continued MoCA support preserves the ability to utilize existing coaxial infrastructure where appropriate.

There are legitimate differences in the equipment, DVR and Wi-Fi features included by each provider, and residents may value those differences differently. What is misleading is treating the cost of enough optional FiberNow equipment and programming to replicate every Hotwire feature as FiberNow's “real household” cost. Residents who choose optional equipment or programming may pay more; residents who do not will not. **The executed FiberNow bulk rate remains \$62.95.**

The history is also relevant

In 2015, Pelican Landing did not simply remain with the familiar incumbent, Comcast. We conducted a competitive procurement with CSI, evaluated alternatives and ultimately selected Hotwire because we believed it offered the better future for Pelican Landing.

I strongly supported that decision and remain proud of bringing fiber-to-the-home technology to our community.

Ten years later, we applied the same competitive discipline.

The process didn't change. The proposals did.

Had Hotwire again presented the strongest overall proposal, I would have had no hesitation recommending Hotwire again.

After approximately eighteen months of evaluation, however, the Task Force unanimously reached a different conclusion.

And when Hotwire subsequently submitted a substantially improved proposal, the procurement was reopened, competing providers were given another opportunity, and the Task Force evaluated the proposals again.

We unanimously recommended FiberNow a second time.

The Colony Foundation is certainly entitled to disagree with that conclusion. But identifying individual provisions where Hotwire's proposal was stronger does not establish that Hotwire offered the stronger proposal overall.

There is also an important chronology issue in the CFB's explanation.

The CFB states that it received the executed FiberNow contract last week and then undertook its detailed analysis of the agreement. But The Colony Foundation had already requested exclusion from the FiberNow agreement months ago and advocated remaining with Hotwire before receiving and analyzing the executed contract.

Therefore, whatever one thinks of the CFB's subsequent contract and SLA analysis, that analysis could not have been the basis for its original decision to reject FiberNow and advocate remaining with Hotwire.

What competitive procurement did The Colony Foundation conduct before deciding Hotwire was the better provider?

- Did the CFB issue an RFP or retain an independent telecommunications consultant?
- Did it invite and evaluate competing providers?
- Did it perform comparative technical and financial analyses?
- Did it negotiate competing contracts?
- Did it evaluate construction, Wi-Fi, television, customer support, scalability and contractual protections using common criteria?

PLCA did all of those things.

The Task Force's recommendation resulted from approximately eighteen months of work, two complete competitive evaluations, CSI's participation, financial analysis, technical review, contract negotiations, legal review, Finance Committee review and ultimately a vote of the elected PLCA Board.

If transparency, due diligence and informed Board decision-making are the standards by which the CFB intends to judge PLCA's decision, then those same standards should apply equally to the CFB's own decision.

If The Colony Foundation conducted a comparable process before declaring Hotwire its preferred provider, I would genuinely welcome seeing the record.

There is also a separate governance issue

There is a meaningful distinction between The Colony Foundation Board expressing disagreement with PLCA's decision and The Colony Foundation Board possessing independent authority over the underlying bulk telecommunications decision.

The Pelican Landing Declaration expressly provides:

“The Association may contract for cable television, satellite, telecommunications, broadband, surveillance, security and other similar services, on a ‘bulk’ basis, on behalf of all Association members, or any portion thereof.”

That authority is granted to the Association – PLCA - acting through its Board of Directors.

Some have interpreted the phrase **“or any portion thereof”** as giving The Colony an independent right to opt out. I do not believe the language says that. My reading is that it gives PLCA discretion to determine whether its bulk agreement applies to all Association members or some portion of them. I have not identified language granting that authority independently to an individual Neighborhood Association.

The Colony's own Declaration reinforces that governance structure.

Its Third WHEREAS clause provides, in part, that property within The Colony becomes:

“...a part of the community known and described therein as ‘Pelican Landing’; and owners of property in the Community will automatically be members of the Pelican Landing Community Association, Inc., the master homeowners' association for Pelican Landing...”

The Colony Foundation unquestionably has authority over matters assigned to it within The Colony, including its common property, architectural matters, neighborhood maintenance and other neighborhood responsibilities. But those responsibilities exist within the broader governance structure established by the Pelican Landing Declaration.

PLCA is expressly identified in The Colony's own Declaration as the Master Homeowners' Association. The Colony Foundation operates within that structure as a “Neighborhood Association.”

There is a difference between:

“The Colony Foundation Board believes Hotwire would have been the better choice and communicates that view to its residents and PLCA.”

and:

“The Colony Foundation Board selects Hotwire as The Colony's preferred provider, seeks exclusion from PLCA's FiberNow agreement, and uses official Foundation resources to organize support for cancelling an executed PLCA agreement.”

I have not identified any provision in The Colony Declaration, Bylaws or related governing documents that assigns bulk telecommunications procurement to The Colony Foundation, gives the CFB authority to substitute its preferred carrier for the carrier selected by PLCA, or authorizes it to exempt The Colony unilaterally from a PLCA bulk-services agreement.

Whether a Neighborhood Association may use its institutional authority and resources to actively campaign against a decision made pursuant to authority expressly assigned to the Master Association is a substantially different governance question from whether individual Colony residents or directors are free to disagree with PLCA's decision.

PLCA's legal counsel, James R. Caves, has recently addressed this very issue in correspondence to Steven J. Adamczyk, concluding that the governing documents vest PLCA with the authority to enter into the bulk telecommunications agreement and do not provide The Colony Foundation with a unilateral right to exempt itself from that agreement.

If the objective is truly to tell Colony residents *“what you really need to know,”* then I believe residents deserve that entire context as well.

Where that leaves us

Bob, I think three very different questions are increasingly being conflated:

1. **Which provider someone personally believes is better - Hotwire or FiberNow.**
2. **Whether PLCA conducted an extensive, legitimate and informed competitive procurement before selecting FiberNow.**
3. **Whether The Colony Foundation possesses the independent authority to reject the provider selected by PLCA and substitute its preferred telecommunications provider.**

Those are three different questions.

On the first, reasonable people can disagree. Hotwire unquestionably has strengths, including certain SLA provisions that are stronger than corresponding provisions in FiberNow's agreement. FiberNow has different advantages, including provisions that are stronger or more specific in certain areas. The Task Force's responsibility was to evaluate all of those differences together.

On the second, I have firsthand knowledge. I participated in the process from beginning to end. It involved approximately eighteen months of work, an independent telecommunications consultant, a competitive RFP, multiple providers, multiple proposal revisions, technical evaluations, financial analyses, negotiations, Finance Committee review, contract negotiations, legal review and ultimately a vote of the PLCA Board.

The third question is entirely different because it is a governance question.

And on that question, we should look to the governing documents themselves rather than Hotwire's preference, FiberNow's preference, the CFB's preference - or mine.

Reasonable people may disagree with the outcome, Bob. But if The Colony Foundation is going to use its official communications to ask residents to cancel PLCA's executed agreement, **then I believe those residents deserve the complete context from you as President—including what the contracts, channel lineups, procurement record and governing documents actually say, not simply the conclusions the CFB has chosen to draw from them.**

Regards,

Jason

JASON M. PERRY, AAMS®

From: The Colony Foundation <colonyfoundation@theiconteam.com>
Date: August 26, 2026 at 2:58:25 PM EDT
To: jmperry25@mac.com
Subject: Hotwire Vs Fibernow - What you really need to know
Reply-To: colonyfoundation@theiconteam.com



Wednesday, August 26, 2026

Hotwire vs Fibernow: What you really need to know

Dear Colony Residents:

The Colony Foundation Board (CFB) has been asked why we were requesting exclusion from the Fibernow contract. What was the rationale for our request, and what did we know that hadn't been publicly disclosed? After receiving a copy of the Fibernow contract last week, we took a hard look at the details of both proposals as well as the current Hotwire contract and the now signed Fibernow contract and have put together the following set of details and facts.

We believe that after reviewing this information, you may have serious questions about the Fibernow contract. We certainly do.

At the end of the document, we have also attached a copy of the petition to the PLCA Board Secretary to call for a "members meeting". This is necessary so that a vote can be taken under Florida Statute 720.309(2)(a).

The CFB fully supports this effort and asks that after reviewing the attached information, if you agree, please submit your petition endorsing the move to call a members meeting and begin the process under the Florida Statute to cancel the Fibernow contract.

The Colony Foundation Board

The Fibernow Contract: What It Really Costs Us

Service starts June 2028 • Runs to December 2039 • Almost impossible to exit

THE BOTTOM LINE

Fibernow's starting bulk rate is the same as Hotwire's proposal when you factor in local channels. But there are a lot less services included in the bulk rate; there is no guarantee they will deliver the local TV stations, and it proposes much weaker service guarantees. To get the same services, as Hotwire proposed in their bulk package, a member would pay about \$77 additional in retail fees every month. The contract locks us in until 2039 with almost no way to leave if things go wrong. It also requires digging up the whole community to install a network that is weaker than the one we already have today.

1. You Will Pay More for Less Than What You Receive Now

Hotwire Bulk Proposal	Fibernow True All-in Cost	Extra You Pay
\$69.99 / month	\$146.64 / month	~\$77 more out of pocket
Local channels and broadcast fee included, sports package, 2 premiums, 6 boxes, unlimited DVR recording, whole home Wi-Fi with unlimited AP's— all included	\$69.94 with local broadcast fee, but you must buy the missing services separately (extra boxes, sports, more Wi-Fi APs, more DVR recording). The retail cost of this would be \$76.70 to get everything Hotwire provided in the bulk rate.	By 2039 Fibernow is ~41% higher (3.5% yearly increase vs Hotwire's 2%). Other retail services are more expensive as well, and there is no cap on retail rate hikes.

2. What Will You Lose in the Proposed Bulk Package?

Feature	Hotwire (\$69.99)	Fibernow (\$69.94)
TV channels	200 channels incl. 24 local stations + sports	148 channels — locals not listed or guaranteed ("as available")
Premiums	Two packages (Showtime/TMC/Flix + Starz/Encore)	One package only (HBO)
TV boxes	6 boxes + unlimited TVs without a box	Only 3 boxes — every TV needs a box (\$9.95 each extra)
DVR	Unlimited storage	Capped at 250 hours (\$14.95 after)
Wi-Fi	Whole-home coverage, no access point limit	Only 2 access points included; extra are \$9.95 each
Internet	2.5 Gbps	"Up to" 2 Gbps — only 1.8 Gbps guaranteed most of the time

3. Local Channels Are Not Guaranteed

- ABC, NBC, CBS, FOX, PBS and the other local stations we watch today are not listed in Fibernow's bulk package.
- The contract states that they will provide local channels "as available." That means they do not have to deliver them, and there is no way to force them to carry them and no way out of the agreement if they don't.
- If the local stations are missing, you still pay the full bulk fee and then must buy another service to get local news, local weather, hurricane coverage, the Super Bowl, the Olympics, and local sports coverage.

4. We get Weaker Service and It Is Harder to Get Help

Hotwire Proposal	Fibernow Contract
~9 hours max downtime per year	~87 hours downtime allowed per year (10x more)
Guaranteed 2.5 Gbps bandwidth, measured at the ONT in the home. SLA measures bandwidth, latency, jitter, & packet loss which determines reliable internet quality.	Best efforts to deliver 1.8 Gbps of the 2Gbps contract bandwidth. Measured only in the headend. No SLA metrics provided and data on averages (not individual data) are only kept for 7 rolling days.
A real Hotwire employee answers the phone within 90 seconds	Only requires U.S. based call center only — no guarantee will not be outsourced - automated system can count as "answered"
Two technicians on site for the full contract term (company employees)	One technician for the first year only (maybe a subcontractor)

5. A Large Construction Project for a Weaker Network Overall

Independent technical review of fiber network already in the ground vs. Fibernow's contract specs. [A more detailed analysis attached**](#)

Element	Today → Fibernow	What It Means
Homes per splitter	2x the oversubscription	More homes share the same splitter (32 instead of 15) — so problems affect more neighbors and bandwidth is shared amount 2x as many homes.
Fiber strands to home	2 → 1	Only one fiber strand to each home instead of the two we have today — we lose redundancy.
Backup generator	25 kW → None	Batteries last ~8 hours — service fails sooner in a multi-day storm
Local channel source	Redundant Fiber → Antenna	Single outdoor antenna replaces direct redundant fiber feeds from stations

This downgrade requires digging up yards and common areas across the community.

****Detailed Analysis**

6. There Are No Contractual Protections That the Technology Stays Competitive

Hotwire	Fibernow
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Independent third-party review every 3 years against industry standards	One review only (year 5/2034), and only if Association asks — performed by Fibernow itself with no third-party review.
Commitment to keep the community state-of-the-art with industry standards with third party review.	Reviews only what Fibernow already offers to other communities in Southwest Florida. There is no requirement to look at what competitors are providing, what neighboring communities are getting, or what the industry considers current. Even if Fibernow provides better services outside of Southwest Florida, there is no obligation to offer those services to us.

Pelican Landing could remain stuck with older technology until December 2039 with no right to force an upgrade, lower the rate, or cancel.

7. What Extra Costs Will We and the Association Face?

Hotwire	Fibernow
Elevator / pool / fire lines covered under strong reliability rules	Not covered — 87 life safety phone lines are not provided. Association pays ~\$25,000/year with no reliability guarantee.
\$10,000 yearly commercial commission + stronger door-fee economics (\$769,871/yr for 5 years)	Loses the \$10,000 commission. Weaker door-fee deal (\$627,315/yr locked for 11.5 years)
Savings start today; community can rebid in 5 years and get more door fees and reduced rates.	Savings delayed until 2028; locked until 2039 at 3.5% escalators with an ending rate 41% higher.

8. Why Should We Cancel Now?

Fibernow has no history of serving communities in our part of Florida. Hotwire has served Pelican Landing for eight years without breaking its service promises, and the vast majority of residents have said they are happy with the service and customer service.

The contract is written so that almost any problem Fibernow causes is not considered serious enough to let us cancel. If the Association tries to end the contract for any reason after System Activation, we will owe a very large penalty — roughly 75% of everything still owed through 2039 as liquidated damages plus a pro rata return of door fee payments— and we waived our right to fight that penalty in court.

WHAT SHOULD WE DO?

Florida law (Section 720.309) gives HOA members the right to cancel this kind of long-term bulk contract by a member vote. That is the cleanest way out — before construction starts, and before the heavy penalties take effect. Please see the attached petition and follow the instructions for submitting it to the PLCA Secretary, Brett Wheatley.

Petition to cancel Fibernow Contract

DRESS CODE	MENUS	CALENDAR	STATEMENT
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This email was sent to: jmperry25@mac.com

This email was sent by:

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