

BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION

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In The Matter of : DOCKET NO. 910056-PU  
Complaint of Consumer :  
John Falk Regarding Resale : HEARING  
of Electricity and Gas :  
by the H. Geller : VOLUME I  
Management Company. :  
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Florida Public Service Commission

Courtroom C, Third Floor  
Criminal Court Complex  
5100 144th Avenue, North  
Clearwater, Florida

Friday, April 19, 1991

Met pursuant to notice at 10:00 a.m.

BEFORE: COMMISSIONER GERALD L. GUNTER  
COMMISSIONER J. TERRY DEASON

APPEARANCES:

C. EVERETT BOYD, JR., of Ervin, Varn, Jacobs,  
Odom & Ervin, Post Office Drawer 1170, Tallahassee,  
Florida 32302, Telephone No. (904) 224-9135, appearing  
on behalf of H. Geller Management Corporation.

DAVID A. LAMONT, Post Office Box 13576,  
St. Petersburg, Florida 33733-3576, Telephone No. (813)  
327-3935, appearing on behalf of John Falk.

DOCUMENT NO.  
04254-91

## 1 APPEARANCES CONTINUED:

2                   MICHAEL A. PALECKI, Florida Public Service  
3 Commission, Division of Legal Affairs, 101 East Gaines  
4 Street, Tallahassee, Florida 32399-0863, Telephone No.  
5 (904) 487-2740, appearing on behalf of the Commission  
6 Staff.

7                   PRENTICE P. PRUITT, Florida Public Service  
8 Commission, Office of the General Counsel, 101 East  
9 Gaines Street, Tallahassee, Florida 32399-0861,  
10 Telephone No. (904) 488-7463, Counsel to the  
11 Commissioners.

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13

## 14 ALSO PRESENT:

15                   PAUL STALLCUP, Florida Public Service  
16 Commission, Division of Audit & Financial Analysis

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22 REPORTED BY:

SYDNEY C. SILVA, CSR, RPR  
Official Commission Reporter

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P R O C E E D I N G S

(Hearing convened at 9:37 a.m.)

COMMISSIONER GUNTER: Call this hearing to order, counsel read the notice.

MR. PALECKI: Pursuant to notice issued March 21, 1991, the following time and place was noticed for hearing in this docket: 10:00 a.m., April 19, 1991, Criminal Court Complex, Courtroom I, Third Floor, 5100 144th Avenue, North, Clearwater, Florida.

I would note that we're in Courtroom C, that the Criminal Court Complex people have been kind enough to put a notice on the door of the courthouse which informed us that the courtroom was changed from I to C, and that all parties are present.

The purpose of the hearing is more fully set forth in the notice.

COMMISSIONER GUNTER: All right. Let's take appearances.

MR. LAMONT: David A. Lamont, 2959 First Avenue North, St. Petersburg, Florida, appearing on behalf of the complaining consumer, John Falk.

MR. BOYD: C. Everett Boyd, Jr., of the law firm of Ervin, Varn, Jacobs, Odom & Ervin, Post Office Box 1170, Tallahassee, Florida, appearing on behalf of the H. Geller Management Corporation.

1 COMMISSIONER GUNTER: Are there any preliminary  
2 matters?

3 MR. PALECKI: There is one preliminary  
4 matter.

5 MR. PRUITT: Better make an appearance.

6 COMMISSIONER GUNTER: Excuse me, I'm sorry.  
7 That's the second time in a row I did that, Mr. Pruitt.

8 MR. PALECKI: Michael Palecki, 101 East  
9 Gaines Street, Tallahassee, Florida, on behalf of the  
10 Commission Staff.

11 MR. PRUITT: I'm Prentice P. Pruitt, same  
12 address, Counselor to the Commissioners.

13 COMMISSIONER GUNTER: Now?

14 MR. PALECKI: There is a rule which is  
15 referred to in the Prehearing Order and the Prehearing  
16 Statements. It is cited in parts with the wrong rule  
17 number.

18 COMMISSIONER GUNTER: Which issue?

19 MR. PALECKI: Numerous issues, it's cited  
20 throughout incorrectly. The applicable Rule is  
21 25-6.049(5)(b)6. I have copies of the rule, if anyone  
22 needs a copy. I would like to get both attorneys to  
23 stipulate that that is the rule that we're referring  
24 to.

25 MR. BOYD: May I approach Mr. Palecki and

1 look at what he's got, please, sir?

2 COMMISSIONER GUNTER: Sure, he's got a copy  
3 of it for you. We'll take a minute to make sure.

4 (Pause)

5 MR. PALECKI: It's 25-6.049.

6 COMMISSIONER GUNTER: Did you bring us a  
7 copy, Mike?

8 MR. PALECKI: Yes.

9 (Discussion off the record)

10 MR. PALECKI: For the record, it appears that  
11 the Florida Administrative Code, as published, has a  
12 different number than the actual Commission Rule. It's  
13 very clear that we're all referring to the same rule.

14 COMMISSIONER GUNTER: Get the same number,  
15 get both numbers in and then you've got it covered.  
16 You had 25-6.409(5)(b)6. What's the number that you  
17 have? 25-6.049?

18 MR. BOYD: Let's see, Commissioner, the  
19 Prehearing Statement, and, I believe, the Prehearing  
20 Order refers to 25-6.049(5) and then (6), then sub (a)  
21 and (b).

22 COMMISSIONER GUNTER: They left out the (b)  
23 for purposes of this rule.

24 MR. BOYD: What Mr. Palecki is referring to  
25 has the same numbering, it simply deletes -- doesn't

1 have a parentheses around the six. Okay?

2 COMMISSIONER GUNTER: All right.

3 MR. PALECKI: Can I recite the Rule into the  
4 record to make sure we're all referring to the same  
5 Rule?

6 "Any fees or charges collected by a customer  
7 of record for electricity billed to the customer's  
8 account by the utility, whether based on the use of  
9 submetering or any other allocation method, shall be  
10 determined in a manner which reimburses the customer of  
11 record for no more than the customer's actual cost of  
12 electricity."

13 Is that exactly as the rule that we're  
14 referring to reads?

15 MR. LAMONT: It is.

16 MR. BOYD: Those are the terms of Subsection  
17 (b) that we just referred to, that's correct.

18 MR. PALECKI: All right.

19 COMMISSIONER GUNTER: Okay. Any other  
20 preliminaries, Mr. Palecki?

21 MR. PALECKI: No, Commissioner.

22 COMMISSIONER GUNTER: Counsel?

23 MR. LAMONT: Call John Falk to the stand.

24 COMMISSIONER GUNTER: Right over here, Mr. Falk.

25 - - - - -

1 JOHN FALK

2 appeared as a witness on his own behalf, and after  
3 being first duly sworn, testified as follows:

4 DIRECT EXAMINATION

5 BY MR. LAMONT:

6 Q Mr. Falk, would you please state your name  
7 for the record, please?

8 A John Falk, F-a-l-k.

9 Q And can you give your address for the record,  
10 please?

11 A 7975 58th Avenue North, St. Petersburg,  
12 Florida.

13 Q Is that a condominium or a single family  
14 residence?

15 A It's a condominium.

16 Q What condominium community is that part of?

17 A Five Towns and Terrace Park.

18 Q Mr. Falk, you are the complaining consumer in  
19 this matter, are you not?

20 A Well, actually, there were three of us. I  
21 have taken the lead on it.

22 Q You are the complaining consumer of record  
23 for the purposes of these proceedings, is that right?

24 A Yes, sir.

25 Q And you have prefiled testimony in this

1 matter, is that correct?

2 A That's correct.

3 Q I would like you to take a look at this and  
4 tell me if that's a fair and accurate copy of the  
5 complaint and exhibits that you filed in this matter?

6 (Pause)

7 A Yes, it appears to be.

8 Q With respect to your prefiled testimony, was  
9 that prefiled testimony accurate as to what you had  
10 testified to?

11 A Yes, sir.

12 Q And are there any changes that you would like  
13 to make to that testimony at this time?

14 A None that I can think of.

15 MR. LAMONT: I would move to have Mr. Falk's  
16 prefiled testimony, both direct and rebuttal, moved  
17 into the record at this time.

18 COMMISSIONER GUNTER: It will be inserted  
19 into the record as though read.

20 Counsel, were you going to identify that  
21 first exhibit you just talked about?

22 MR. LAMONT: Yes, I was going to do that.  
23 Can you mark this as a composite exhibit with each of  
24 the sections marked as a sub?

25 THE REPORTER: Ask directions from the



1 Commissioner, please.

2 MR. LAMONT: What I have is Mr. Falk's  
3 Complaint. It's comprised of the Complaint together  
4 with a number of exhibits to it. Because it's in bound  
5 form, I believe it's going to be necessary for me to  
6 ultimately introduce it as a composite exhibit. I've  
7 spoken with Mr. Boyd and he's requested --

8 COMMISSIONER GUNTER: Composite is fine.

9 MR. LAMONT: Well, Mr. Boyd's requested that  
10 each of them be individually identified in terms of the  
11 exhibits to the Complaint.

12 MR. BOYD: Let me see it. (Pause)

13 COMMISSIONER GUNTER: Notwithstanding what  
14 counsel might want to do, it would all be in the  
15 record.

16 MR. BOYD: Your Honor, is there --

17 COMMISSIONER GUNTER: A simple "Your  
18 Lordship" will do. (Laughter)

19 MR. BOYD: Thank you. It's being in the  
20 courtroom, I think.

21 I wonder if there's a need to have the  
22 Complaint itself. The testimony refers back to the  
23 exhibits.

24 COMMISSIONER GUNTER: When it comes time, he  
25 can move to accept it, you can object at that time.

1 MR. BOYD: Okay. That will be fine.

2 COMMISSIONER GUNTER: Did he give you a copy  
3 already?

4 MR. LAMONT: I have nine copies to give to  
5 everybody.

6 COMMISSIONER GUNTER: Would you give it to  
7 him? It will make it easier, we can kind of follow a  
8 procedure.

9 We're going to identify this for right now as  
10 Composite Exhibit 1. Consisting of -- pardon me?

11 MR. PRUITT: That is correct.

12 COMMISSIONER GUNTER: It consists of  
13 background, Complaint, transmittal letter, and it looks  
14 as though 11 exhibits attached. Will be Composite  
15 Exhibit 1.

16 (Composite Exhibit No. 1 marked for  
17 identification)

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- 1 Q: Please state your name for the record.
- 2 A: John Falk.
- 3 Q: Do you own a condominium in the Jefferson Building
- 4 of the Terrace Park of Five Towns condominium
- 5 community at 7975 - 58th Avenue North, St.
- 6 Petersburg, Florida?
- 7 A: Yes.
- 8 Q: How long have you lived there?
- 9 A: I bought unit 310 in December, 1980, so I have
- lived there over 10 years.
- 10 Q: Would you describe the nature of your relationship
- 11 with H. Geller Management Company?
- 12 A: H. Geller Management Company is the management
- 13 company employed to manage all of the buildings in
- 14 Terrace Park of Five Towns, including the
- 15 Jefferson Building.
- 16 Q: Have you filed a complaint with the Public Service
- 17 Commission against H. Geller Management Company?
- 18 A: Yes.
- 19 Q: And your complaint against H. Geller
- 20 Management Company regards the electricity and gas
- 21 charges for the common elements of the Jefferson
- 22 Building of Terrace Park of Five Towns passed on
- 23 to the residents by H. Geller Management Company,
- 24 and not your individual unit utilities, is that
- 25 correct?

1 A: Yes.

2 Q: Beginning with your concerns about electricity,  
3 please describe the essence of your complaint  
4 against H. Geller Management Company.

5 A: There are two basic problems. First, our  
6 management contract with H. Geller Management  
7 Company allows them to raise our monthly  
8 maintenance fee \$15.00 for every 5% increase in  
9 the rate per kilowatt hour charged by Florida  
10 Power. It is my contention that this has and will  
11 continue to result in H. Geller Management Company  
12 collecting more for electricity than it is paying  
13 Florida Power. In fact, the one and only instance  
14 where a \$15.00 increase would be equal to the 5%  
15 increase per kilowatt hour would be where our  
16 monthly bill was \$300.00, which it is not. If you  
17 look at both the actual monthly bills sent out by  
18 Florida Power as well as the initial, hallmark  
19 budget provided by H. Geller Management Company,  
20 it is clear that our monthly electric bill has  
21 always been markedly less than \$300.00. It  
22 follows then that each and every time H. Geller  
23 Management Company has raised our monthly  
24 maintenance fee by an increment of \$15.00, they  
25 have collected more than they were entitled to.

- 1 Q: You mentioned two problems. What is the second?
- 2 A: The second problem is that H. Geller Management  
3 Company has consistently miscalculated the number  
4 of 5% incremental charges which should be imposed.
- 5 Q: Please explain what you mean.
- 6 A: In 1982, H. Geller Management Company announced by  
7 written letter to all residents of Terrace Park of  
8 Five Towns that the per kilowatt hour rate by  
9 Florida Power had increased from .4685 to .5577, a  
10 percentage increase of 19%. Their method of  
11 calculating this increase is erroneous. According  
12 to Florida Power, the proper method to be utilized  
13 in calculating the per kilowatt hour rate is to  
14 divide the total dollar amount of a monthly bill  
15 by the number of kilowatt hours used. Then, you  
16 do the same calculation for the same month one  
17 year later, and compare the difference. This  
18 comparison will disclose what the true increase is  
19 in the per kilowatt hour rate.
- 20 Q: Is it your position that H. Geller Management  
21 Company has not properly done these calculations?
- 22 A: Yes.
- 23 Q: Why?
- 24 A: Because they subtracted the fuel adjustment costs  
25 from the total dollar amount of the monthly bills



1 before they did the calculation. This results in  
2 an artificially and erroneously high arithmetical  
3 result, in terms of the actual increase in the per  
4 kilowatt hour rate. As I said before, in 1982 H.  
5 Geller Management Company concluded that the 1982  
6 per kilowatt hour rate was 19% higher than in  
7 1981. They reached this conclusion by comparing  
8 the January, 1981 and January, 1982 bills. For  
9 January, 1981, they took a bill of \$132.12 and  
10 subtracted from it the fuel adjustment charge of  
11 \$31.29, yielding for their purposes a January,  
12 1981 charge of \$100.83. They then divided \$100.83  
13 by 2152, the number of kilowatt hours used, and  
14 came up with a per kilowatt hour rate of .04685  
15 for January, 1981. For 1982, they made the same  
16 mistake, taking a January, 1982 bill of \$195.12,  
17 subtracting a fuel adjustment charge of \$32.60 to  
18 get a charge of \$162.52, which they then divided  
19 by the 2916 kilowatt hours used to yield a per  
20 kilowatt hour rate of .05578. They then  
21 determined that the 1982 per kilowatt hour rate  
22 was .00893 higher than in 1981, which  
23 arithmetically represents a 19% increase.

24 Q: What did H. Geller Management Company do after  
25 they advised you that there had been a 19%

1 increase in the per kilowatt hour rate between  
2 1981 and 1982?

3 A: They raised the monthly maintenance fee for the  
4 Jefferson Building by \$45.00, and I was assessed  
5 my proportionate share of this \$45.00. Since H.  
6 Geller Management Company found an increase of 19%  
7 in the per kilowatt hour rate, they concluded that  
8 there were three full increments of 5% in the  
9 increase. Under the terms of the management  
10 contract they imposed an additional \$15.00 charge  
11 per month for each of the 5% increments; thus, the  
12 increase in the aggregate monthly maintenance fee  
13 of \$45.00.

14 Q: What happens when you do the calculations  
15 correctly?

16 A: You find that the increase from 1981 to 1982 was  
17 only 8.99%.

18 Q: Can you arithmetically support your position?

19 A: Absolutely. In January, 1981 the monthly bill  
20 from Florida Power was \$132.12 for 2152 kilowatt  
21 hours used. If you leave the fuel adjustment  
22 charge in the bill and divide the full \$132.12 by  
23 2152, you get a per kilowatt hour rate of .06139,  
24 not .04685 calculated by H. Geller Management  
25 Company. Similarly, a monthly bill in January,

1 1982 of \$195.12 for 2916 kilowatt hours used  
2 yields a per kilowatt hour rate of .06691, not the  
3 .05578 rate found by H. Geller Management Company.  
4 A comparison of the accurate 1981 rate of .06139  
5 to the accurate 1982 rate of .06691 clearly shows  
6 that the increase was .00552, or 8.99%.

7 Q: What is your net conclusion?

8 A: That all of the residents of the Jefferson  
9 Building suffered an aggregate increase in our  
10 monthly fee to H. Geller Management Company of  
11 \$45.00, when we should only have suffered an  
12 aggregate increase of \$15.00.

13 Q: Mr. Falk, why do you believe that your method of  
14 calculation is correct and that H. Geller  
15 Management Company's is not?

16 A: Because in 1987, after I had reviewed all of the  
17 monthly bills from Florida Power, done all of my  
18 calculations and verified the accuracy of my work,  
19 I asked Florida Power to tell me which was  
20 correct, and they responded by written letter that  
21 my calculations were correct and that H. Geller  
22 Management Company's calculations were erroneous.  
23 This letter came from Samuel F. Nixon, Jr.,  
24 Supervisor of Rate Design and Administration. I  
25 attached a copy of this letter to my complaint



1 with the Public Service Commission.

2 Q: Is 1982 the only time H. Geller Management Company  
3 increased your monthly maintenance fee in response  
4 to an increase in the per kilowatt hour rate by  
5 Florida Power?

6 A: No, they also calculated an increase in 1983.

7 Q: Is it fair to say that you believe this increase  
8 to have been incorrectly calculated as well?

9 A: Yes.

10 Q: How were H. Geller Management Company's 1983  
11 increase calculations wrong?

12 A: They made the same mistake as they had the year  
13 before, but the consequences of the mistake were  
14 even more severe.

15 Q: Please explain.

16 A: H. Geller Management Company took the February,  
17 1983 bill and compared it to the February, 1982  
18 bill, and concluded that there had been a 35.768%  
19 increase in the per kilowatt hour rate between  
20 February, 1982 and February, 1981. Their  
21 calculations resulted in a finding of an increase  
22 of seven increments of 5%, which resulted in their  
23 imposition of an aggregate increase of \$105.00 in  
24 our monthly bill. When I did the calculations  
25 correctly, the increase was only 15.93%, which

1           would have raised our monthly bill an aggregate  
2           of \$45.00; \$15.00 for each of the three 5%  
3           incremental increases.

4       Q:   Did you make a written record of your calculations  
5           for both the 1982 and the 1983 increases?

6       A:   Yes, and I attached both to my complaint filed  
7           with the Public Service Commission against H.  
8           Geller Management Company.

9       Q:   Have there been any additional increases since  
10          1983?

11      A:   No.

12      Q:   Mr. Falk, you have described in some detail the  
13           reasons why you believe H. Geller Management  
14           Company has made incorrect calculations for the  
15           increase of your monthly fee based upon increases  
16           in the per kilowatt hour rate charged by Florida  
17           Power. How does this demonstrate that H. Geller  
18           Management is overcharging for electricity?

19      A:   Very simply. In 1980 we were provided with an  
20           initial budget that represented the monthly  
21           electricity cost to be \$180.00. That cost  
22           remained constant until the 1982 increase of  
23           \$45.00 and the 1983 increase of \$105.00. The  
24           arithmetic is simple. We are now paying a total  
25           of \$330.00 for electricity, while the monthly

1 bills from Florida Power are rather substantially  
2 less. I prepared a chart showing the amount of  
3 overcharge, which I included as an exhibit to the  
4 complaint I filed with the Public Service  
5 Commission against H. Geller Management Company.  
6 This chart details the actual bills from Florida  
7 Power for the years 1980 through 1984, and  
8 compares them against the sums collected by H.  
9 Geller Management Company for the same time  
10 period. It clearly shows that we have paid more  
11 for electricity than H. Geller Management Company  
12 paid Florida Power.

13 Q: Specifically, what were you overcharged?

14 A: The Jefferson Building was overcharged \$1,071.90  
15 for electricity in 1980; in 1981 we were  
16 overcharged \$515.61; in 1982 we were overcharged  
17 \$1,163.29; in 1983 we were overcharged \$2,282.24;  
18 and in 1984, we were overcharged \$2,360.19. In  
19 total, the overcharges for electricity between  
20 1980 and 1984 were \$7,393.23.

21 Q: What about charges for gas?

22 A: Again, H. Geller Management Company is charging  
23 more for gas than it is paying People's Gas.  
24 According to our initial budget, we were paying an  
25 aggregate of \$444.00 per month for gas at the

3     A:    Just as with the electricity bills, we sat down  
4           with the gas bills and prepared a summary for the  
5           years 1980 through 1984, detailing the number of  
6           therms used for each month and the total dollar  
7           amount billed for each month. We then had to  
8           account for the Jefferson Building's share of the  
9           gas used because there ultimately were sixteen  
10          separate buildings of the Terrace Park of Five  
11          Towns community, including the Jefferson Building,  
12          placed on a single gas meter.

13    Q:    How did you make the apportionment for the  
14           Jefferson Building?

15    A:    We looked at the proportionate relationship  
16           between the number of condominium units in the  
17           Jefferson Building and the total number of  
18           individual condominium units comprising the  
19           sixteen separate buildings. Since over the course  
20           of two years a few additional buildings were added  
21           to the same meter, the Jefferson Building's  
22           proportion was higher in 1980 than it was in 1982,  
23           when the final of the sixteen buildings was added  
24           to the particular gas meter.

25    Q:    After you calculated the Jefferson Building's



1 percentage of the gas use, what did you do next?

2 A: We looked at the bills paid by H. Geller

3 Management Company to People's Gas for each month

4 of that five year period, and determined the

5 amount of each monthly bill which was attributable

6 to the Jefferson Building. Then, we compared that

7 amount to the amount being collected under the

8 budget. This comparison clearly showed us we were

9 being overcharged for gas as well.

10 Q: Specifically, what were you overcharged?

11 A: In 1980, we were overcharged \$3,343.31; in 1981,

12 we were overcharged \$1,626.41; in 1982 we were

13 overcharged \$1,786.16; in 1983 we were overcharged

14 \$520.56; and in 1984 we were undercharged \$112.66.

15 The total amount overcharged by H. Geller

16 Management Company to the Jefferson Building for

17 the years 1980 through 1984, for gas, was

18 \$7,163.78.

19

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1 Q: Please state your name and residence address  
2 for the record.

3 A: John Falk. Unit 310, 7975- 58th Street  
4 North, St. Petersburg, Florida.

5 Q: You have previously given testimony in  
6 support of your complaint before the Public  
7 Service Commission against H. Geller  
8 Management Company, is that correct?

9 A: That is correct.

10 Q: Have you had the opportunity to carefully  
11 review and consider the testimony offered by  
12 H. Geller Management Company in its defense?

13 A: Yes.

14 Q: And it is your desire to take advantage of  
15 your right to respond to H. Geller Management  
16 Company's testimony, correct?

17 A: Yes.

18 Q: Beginning with the testimony of Herm  
19 Geller, what testimony has he given with  
20 which you disagree?

21 A: Generally speaking, I disagree with his  
22 assertion that my analysis of what his  
23 management company has done over the years  
24 with regard to electricity and gas is flawed.

25

1 Q: Please explain what you mean.

2 A: Certainly. In my previous testimony, I  
3 outlined the two reasons why I believed that  
4 our management contract with Mr. Geller's  
5 company has resulted in the collection of  
6 more money each month for electricity and gas  
7 than has been charged to the management  
8 company. The first reason was based solely  
9 upon the language of the management contract.  
10 A \$15.00 per month increase in our monthly  
11 maintenance fee for each 5% increase in the  
12 per kilowatt hour rate charged by Florida  
13 Power inevitably results in the collection by  
14 H. Geller Management Company of more money  
15 for electricity than he is being charged.  
16 For example, let's assume that we have a  
17 monthly electric bill of \$100.00. If Florida  
18 Power raises the per kilowatt hour rate by  
19 5%, our bill would rise by \$5.00 to \$105.00.  
20 Yet, under the management contract, H. Geller  
21 Management Contract would collect \$15.00 more  
22 per month. I cannot understand how Mr.  
23 Geller does not see this as selling  
24 electricity.

25

1 Q: Yes, Mr. Falk, but you do understand that Mr.  
2 Geller has argued that the increase in your  
3 monthly maintenance fee in response to  
4 increases in the per kilowatt hour rate  
5 charged by Florida Power was never meant to  
6 reimburse him for his costs of electricity?

7 A: I understand that that is what he said in his  
8 testimony, but I do not at all agree with  
9 him. First of all, the introductory language  
10 of Paragraph VI of the maintenance agreement  
11 contract I have with H. Geller Management  
12 Company -- the one he prepared and the one  
13 behind which he continues to stand in  
14 response to m. complaint -- states the  
15 following: "The monthly maintenance fee for  
16 each condominium parcel owner shall be  
17 increased as provided for hereinafter to  
18 represent increases for public utilities and  
19 other specific costs effective immediately in  
20 the month following the announcement by any  
21 public utility, private utility, corporate  
22 sovereign or other company furnishing such  
23 services." I frankly do not see how Mr.  
24 Geller can say that this provision is not  
25 intended to recover electricity costs when



1 the language of his own management contract  
2 states otherwise.

3 Q: Is there anything else about the management  
4 contract which causes you to disagree with  
5 Mr. Geller in this regard?

6 A: Yes. Paragraph VI (d) of the management  
7 contract states: "In the event that Florida  
8 Power Corporation, which is presently  
9 furnishing electricity to the said  
10 condominium units, increases its rates per  
11 KWH by an amount equal to five percent (5%)  
12 of the rate per KWH being charged as of the  
13 first day of January, 1980, such increase  
14 will be apportioned among the condominium  
15 units by the addition to the monthly  
16 maintenance fee, beginning with the month  
17 following such increase, the sum of \$15.00 to  
18 be paid by the Association, which sum shall  
19 be proportioned to each unit owner predicated  
20 upon each unit owner's percentage of  
21 ownership of the common elements as set forth  
22 herein. There shall be no increase in the  
23 amount of the management fee for this  
24 increase. For each increase of the rate per  
25 KWH equaling five percent (5%) made by the

1           said Corporation, the maintenance fee shall  
2           be increased as hereinabove set forth." This  
3           also suggests to me that Mr. Geller is in  
4           fact trying to recoup the costs of  
5           electricity, and not just inflation  
6           generally.

7       Q:    So you believe the contract is designed to  
8           recover the electricity costs?

9       A:    Yes. I am at somewhat of a disadvantage  
10           because that management contract was not of  
11           my making. Now, after it has been in place  
12           and in operation for years, Mr. Geller is  
13           trying to say that it means something  
14           different from what the plain language of the  
15           contract says. Mr. Geller testifies  
16           throughout his testimony that this  
17           electricity provision was merely intended to  
18           allow for an increase in the monthly  
19           maintenance fee to keep up with inflation.  
20           For example, at page 17, lines 16 through 24  
21           of his testimony, he states that he intended  
22           the provision I quoted to be "an index of  
23           general costs levels that would permit small,  
24           occasional increases in the maintenance fee  
25           over the life of the contract." Yet his own

1 management contract expressly states that  
2 there will be increases in the monthly  
3 maintenance fees "to represent increases in  
4 public utilities", and that increases in  
5 electricity cost "will be apportioned" among  
6 the condominium units, and that this increase  
7 will not be regarded as an increase in the  
8 management fee. If any normal person on the  
9 street were to pick up Mr. Geller's  
10 management contract and read Paragraph VI  
11 (d), I very seriously doubt that they would  
12 recognize that it was not designed to recover  
13 electricity costs, but rather just to allow  
14 Mr. Geller to keep up with inflation  
15 generally? The same holds true for the gas  
16 issue, since Paragraph VI (c), dealing with  
17 gas, is virtually identical to Paragraph VI  
18 (d), dealing with electricity. I simply  
19 cannot accept his position.

20 Q: What else do you disagree with?

21 A: I am confused about his testimony at page 10,  
22 lines 8 through 13, where Mr. Geller refers  
23 to "the fixed maintenance fees without any  
24 automatic cost of living increases".  
25 Paragraph VI of the management contract in

1 fact does provide for automatic cost of  
2 living increases, which in practice amount to  
3 an annual increase of the monthly maintenance  
4 fee by \$144.00. Perhaps this increase is not  
5 consistent with the true cost of living, but  
6 should I have to pay more for electricity  
7 than he is being charged just because his  
8 management contract did not adequately  
9 account for a more realistic cost of living  
10 adjustment?

11 Q: Mr. Geller suggests that you are wrong to  
12 rely upon the budget in your analysis of what  
13 has happened. How do you respond to this  
14 allegation?

15 A: Again, I disagree with him. The budget I  
16 referred to in my initial testimony, and  
17 which is very much a part of my analysis, is  
18 the only budget we have ever been given. H.  
19 Geller Management Company never told anyone  
20 to my knowledge, and certainly never told me,  
21 that the budget was inaccurate or was not to  
22 be relied upon. I find it simply too easy  
23 for him to now disavow the budget when that  
24 budget is part of what demonstrates he has  
25 been overcharging for electricity. But even



1 without the budget analysis, the evidence is  
2 very clear that he has been charging more for  
3 electricity than he has been paying Florida  
4 Power. Even Florida Power recognized that H.  
5 Geller Management Company was overstating the  
6 increase in per kilowatt hour rates, and Mr.  
7 Geller did not refute that finding whatsoever  
8 in his testimony. When he overstates the  
9 increase in per kilowatt hour rates, and then  
10 increases our monthly maintenance fee in  
11 accordance therewith, then he is overcharging  
12 for electricity.

13 Q: Is there anything else in Mr. Geller's  
14 testimony you would like to address?

15 A: Yes, one final thing. Mr. Geller has made a  
16 point in his testimony to say how my analysis  
17 is flawed because it does not take into  
18 account other electricity costs, such as the  
19 costs of running the pool pumps. When I was  
20 forced several years ago to file a lawsuit  
21 against H. Geller Management Company to make  
22 them let me look at the electric bills, I  
23 specifically asked him about the costs of  
24 that electricity. He told me that those  
25 costs were none of my business. If my

1 analysis was flawed by his account, I feel it  
2 was his fault for not being open about those  
3 costs years ago.

4 Q: Anything else?

5 A: Not really.

6 Q: Would you like to respond in any fashion to  
7 the testimony of Carl Parker?

8 A: Not particularly. There is nothing I could  
9 possibly say since I was not a party to any  
10 of the efforts or conversations Mr. Parker  
11 speaks of. Of course, I doubt that any  
12 employee of the State of Florida would have  
13 envisioned Mr. Geller's electricity  
14 provisions in operation when they suggested  
15 that errors in the budget amount would be no  
16 problem.  
17

18 Q: What about Charles Parmalee, would you like  
19 to respond to his testimony?

20 A: I really don't know how to respond to his  
21 testimony. Mr. Parmalee doesn't think that  
22 H. Geller Management Company is subject to  
23 the jurisdiction of the Florida Public  
24 Service Commission, and he, like Mr. Geller,  
25 seems to want to keep directing everyone's

1 attention back to the management contract. I  
2 suppose he thinks that if the management  
3 contract is sufficiently confused, then H.  
4 Geller Management Company can escape  
5 responsibility for the clear and irrefuted  
6 facts. It amazes me that no one on behalf of  
7 Geller Management Company has directly stated  
8 or demonstrated how my analysis is wrong.  
9 All Mr. Geller has stated is that I was wrong  
10 to use the budget, and that he never intended  
11 Paragraph VI (c) or (d) to recover the costs  
12 of gas and electricity. So, there is nothing  
13 I can say in response to Mr. Parmalee's  
14 testimony.

15 Q: Finally, do you want to respond to Susan  
16 Tucker's testimony?

17 A: Again, there is very little I could say about  
18 her testimony. Her calculations are very  
19 interesting. On page 10, lines 9 through 13,  
20 she identifies the various monthly  
21 maintenance fees for the different units in  
22 the Jefferson Building. There are eight  
23 Category A units paying \$111.29 per month;  
24 eight Category B units paying \$123.73 per  
25 month; sixteen Category C units paying

1       \$123.73 per month; eight Category D units  
2       paying \$126.73 per month; and eight Category  
3       E units paying \$130.00 per month. The  
4       arithmetic is simple; the residents of the  
5       Jefferson Building pay a combined monthly  
6       maintenance fee of \$5,913.68. Yet, if you  
7       review Exhibit S.T. - 1, you find that the  
8       Jefferson Building's equal, pro rata share of  
9       the total electrical cost for 1989, for  
10      example, was \$3,646.34 (total cost divided by  
11      total number of buildings), which works out  
12      to a monthly pro rata share of \$303.86. If  
13      the Jefferson Building accounts for \$303.86  
14      per month in electricity cost by Susan  
15      Tucker's calculations, and if H. Geller  
16      Management Company is collecting \$5,913.68  
17      per month in maintenance fees from the  
18      Jefferson Building, then it sure seems to me  
19      that a great deal of money is unaccounted for  
20      under Mr. Geller's throw-out-the-budget  
21      approach.

22    Q:   Is there anything else you wish to say?

23:   A:   No.

24

25



1 BY MR. LAMONT:

2 Q Mr. Falk, would you summarize for the  
3 Commission the testimony you've given by way of  
4 prefiled testimony.

5 A Well, as I recall it, it covered the way we  
6 got into this situation and my discovery of anomalies  
7 in the differences between the budget and the contract,  
8 maintenance contract, which are both part of the  
9 exhibits in the Complaint.

10 Q Now, your Complaint is identified in  
11 Composite Exhibit 1 as separately set out. Would you  
12 take a look at that and tell me if that's the Complaint  
13 that you filed? (Pause)

14 A I seem to have gotten something bound the  
15 wrong way. What were you asking for, sir? Exhibit 1?

16 Q Whether or not the first part of that  
17 Composite Exhibit 1, which is tabbed under the heading  
18 "Complaint," is that the Complaint that you filed with  
19 the Public Service Commission against Geller Management  
20 Corporation?

21 A Yes, sir, it is.

22 Q Would you describe for the Commission what your  
23 complaint against Geller Management Corporation is?

24 A Well, let me roll back a little bit. I moved  
25 into the unit that I'm in now back in 1980. I bought

1 it in the tail end of '80, I moved in in '81 and was  
2 given a set of documents which described the complex  
3 and contained a maintenance contract and various other  
4 things.

5 The primary thing that caught my eye was the  
6 budget. And after reading the budget and then reading  
7 the contract, the immediate anomaly about the electric  
8 rates hit home.

9 Q Well, what anomaly would that be?

10 A Well, the budget called for \$180 a month use  
11 of electricity for our building. That's not my  
12 apartment, that's for the common elements in the  
13 building -- the elevator, the hall lights and whatever.  
14 And while it was budgeted for \$180, when I got back to  
15 the clause in the maintenance contract, 5% of that \$180  
16 turned out to be \$15 and not \$9. And it rang a bell.

17 Q The budget that you indicated you received  
18 when you purchased your unit, is that the same document  
19 that is listed as Exhibit 1 to your Complaint filed  
20 before the Commission?

21 A That is correct.

22 Q When you received -- you received that budget  
23 when you purchased your condominium unit?

24 A Yes, sir.

25 Q Did anybody from Geller Management

1 Corporation --

2 MR. BOYD: Excuse me, Commissioner. With all  
3 due deference to Mr. Lamont, are we going to have new  
4 direct testimony today?

5 COMMISSIONER GUNTER: Should not.

6 MR. BOYD: I believe you asked for a summary  
7 and we're certainly going far beyond that.

8 COMMISSIONER GUNTER: I understand. The only  
9 thing I'm sitting thinking -- Mr. Lamont, you're not,  
10 you know, you haven't practiced before the Commission.

11 MR. LAMONT: That is correct.

12 COMMISSIONER GUNTER: And one of the things,  
13 we can read a whole lot quicker than anybody can talk.  
14 And trust that the Commissioners have read this  
15 testimony and that's the reason we would like to have a  
16 summary and we can kind of get on with it.

17 MR. LAMONT: Okay. Very good.

18 COMMISSIONER GUNTER: We have found that to  
19 be much more expeditious. In fact, to settle your  
20 mind, and I can even quote you like the 2186 kilowatt  
21 hours referred to in the testimony and I'm not even  
22 turned to that page.

23 MR. LAMONT: Okay, we'll get it moving  
24 forward.

25 COMMISSIONER GUNTER: Maybe folks you're used

1 to practicing in front of don't spend the time getting  
2 prepared that we do.

3 Q (By Mr. Lamont) Mr. Falk, could you summarize  
4 for the Commission what your complaint against Geller  
5 Management Corporation is with respect to the  
6 electricity?

7 A Yes. I believe that we are being  
8 overcharged, my building in particular, Jefferson  
9 Building, is being overcharged by miscalculation of  
10 Florida Power increases in rates.

11 Q And would you summarize for the Commission  
12 what you are talking of when you talk about  
13 miscalculation?

14 A Well, I have to refer to the two exhibits  
15 that we have filed which have been confirmed by Florida  
16 Power Company as being correct. It's two of the  
17 exhibits in the folder, one covering the 1982 Florida  
18 Power increase and the second one the 1983 Florida  
19 Power increase.

20 Q Do you need to refer to those to summarize?

21 COMMISSIONER GUNTER: If I may, we're a  
22 little proactive. To kind of cut through this real  
23 quick, would it be safe to say that there is a dispute  
24 between you and the management company as to the method  
25 of calculation of percentages?

1 WITNESS FALK: Yes, sir.

2 COMMISSIONER GUNTER: Of percentage increase.

3 Now, there's one method which is outlined in your  
4 testimony that you refer to Mr. Nixon in the  
5 corroboration of your methodology versus the  
6 methodology used by Geller, is that correct?

7 WITNESS FALK: Yes, sir, they were sent to  
8 Mr. Nixon to confirm, which was correct.

9 COMMISSIONER GUNTER: I understand. And the  
10 methodology: one of them is to take the cents-per-  
11 kilowatt hour that comes in and work that calculation.  
12 And the other one is to take and work out the total  
13 bill and work out that calculation difference,  
14 generally? Is that correct?

15 WITNESS FALK: Generally, yes, sir.

16 COMMISSIONER GUNTER: Okay. I'm just telling  
17 you which -- demonstrating I think I can cut through  
18 real quick and get that information on that you want  
19 and to reassure you, yes, we're familiar with it.

20 Q (By Mr. Lamont) Mr. Falk, have you done any  
21 additional calculation?

22 A Sir, I didn't hear you.

23 Q Have you done any additional calculations  
24 with respect to electricity?

25 A Only from the standpoint of trying to

1 ascertain the charges for other buildings in the  
2 complex, since the Complaint involves the total  
3 complex, since everybody is being mistreated the same.

4 MR. BOYD: Excuse me, Commissioner. I have  
5 to object. Now, we're having more testimony beyond not  
6 only his direct and his rebuttal but starting over  
7 again.

8 COMMISSIONER GUNTER: I understand.

9 MR. BOYD: And move to strike that answer.

10 COMMISSIONER GUNTER: And he's going to  
11 respond to that?

12 MR. LAMONT: Mr. Falk, unfortunately, has  
13 been suffering physically. He hasn't had the  
14 opportunity to get everything ready by the hearing. He  
15 hasn't had the opportunity to do that.

16 COMMISSIONER GUNTER: I can understand, but  
17 Mr. Falk is representing himself, isn't that correct?  
18 He brings the Complaint himself.

19 MR. LAMONT: That is correct.

20 COMMISSIONER GUNTER: And he is a customer  
21 representing himself, that's fine where he lives. But  
22 to get in, you know, and calculate for other folks, and  
23 what have you, Mr. Pruitt, isn't that a little bit  
24 beyond what somebody representing themselves, even with  
25 great latitude?



1 MR. PRUITT: It certainly appears to be,  
2 Commissioner.

3 COMMISSIONER GUNTER: All right. I'd ask you  
4 to restrict Mr. Falk to Mr. Falk.

5 Q (By Mr. Lamont) Mr. Falk, all of the exhibits  
6 attached to your Complaint, are those documents that  
7 you received either from Geller Management Company or  
8 from other parties and were attached to the original  
9 Complaint filed before the Commission?

10 A Yes, that's correct.

11 Q And copies of Exhibit 1 is a full and  
12 complete set of everything that's before the  
13 Commission, is that correct?

14 A Exhibit 1?

15 Q That you originally filed before the  
16 Commission?

17 A Yes, sir.

18 MR. LAMONT: I'd move Mr. Falk's Complaint  
19 and all exhibits into the record.

20 COMMISSIONER GUNTER: We'll wait until after  
21 cross examination on exhibits. Wait until everybody  
22 has had an opportunity and then that sort of sets a  
23 predicate of going forward.

24 MR. LAMONT: I have nothing further.

25 COMMISSIONER GUNTER: All right. Do you want

1 to go first or are you going --

2 MR. PALECKI: I will do cross examination  
3 first unless have you a preference.

4 MR. BOYD: It doesn't matter to me, go ahead.

5 CROSS EXAMINATION

6 BY MR. PALECKI:

7 Q Mr. Falk, I note your Complaint was filed in  
8 1989. Have you -- actually, it was August 30th, 1988,  
9 it was filed. Have the mischarges, as you characterize  
10 them, continued since that date?

11 A Yes, sir, they have.

12 Q Have you done any calculations as to how much  
13 since the time you filed your Complaint you have been  
14 overbilled?

15 A I don't have the knowledge because I don't  
16 have the complete audit of the bills for our building  
17 for, you know, the entire period. But since there's  
18 been no changes in the maintenance charges, which  
19 include our electricity and gas, I presume that they  
20 are still in there.

21 Q Now, you live in the Jefferson Building, is  
22 that correct?

23 A Yes, sir.

24 Q Do you have knowledge of overcharging for the  
25 other buildings in the condominium complex?

1           A     Only by inference of using the increases that  
2     were imposed upon our building were imposed upon every  
3     other building in the complex. They all received the  
4     same 35% increase on electricity in 1983 and whatever  
5     the percentage was in 1982. The entire complex was  
6     subjected to an increase.

7           Q     And you conducted an audit in, was it 1987,  
8     that, as a result of a Court proceeding you were  
9     permitted to conduct an audit of the books of the  
10    Geller Management Company?

11          A     Yes, sir. They were limited to the so-called  
12    pass-through items for our building alone. In other  
13    words, it's gas, electricity, trash, sewer, water, and  
14    insurance. They are so-called pass-throughs; whatever  
15    is billed should be passed on to the consumer or the  
16    ultimate payee. (Pause)

17                To continue. As a result of that, of course,  
18    we did audit the gas and electric bills for the period  
19    1980 through 1984 for the Jefferson Building alone.

20               MR. PALECKI: Commissioner, at this time, my  
21    next question would be a question that the  
22    Commissioners' last ruling may conflict with. I was  
23    going to ask him a question about the other buildings  
24    in the complex. Staff's position is that if Mr. Geller  
25    has obtained the data and has knowledge of the

1 situation with the other buildings --

2 COMMISSIONER GUNTER: Not Mr. Geller.

3 MR. PALECKI: Excuse me, Mr. Falk -- that he  
4 would be qualified to testify as to that knowledge.

5 COMMISSIONER GUNTER: Well, you can ask the  
6 question and see if it's objected to.

7 Q (By Mr. Palecki) Have you received  
8 information concerning the other buildings in the  
9 complex?

10 A Yes, sir. We got that information from the  
11 public records in Clearwater.

12 MR. BOYD: Excuse me, Mr. Falk and  
13 Commissioner. I'm going to object for the reasons we  
14 just discussed a moment ago. There may be some degree  
15 of latitude, but we certainly have to limit it to  
16 anything within Mr. Falk's personal knowledge. If he  
17 starts talking about other -- I heard his answer just a  
18 second ago about, you know, "by inference," if he had  
19 knowledge of other buildings and he said "Only by  
20 inference," and referring to the other buildings and  
21 contracts.

22 COMMISSIONER GUNTER: And did I hear  
23 correctly that the Court allowed in '87 a review of  
24 only those that affected the building which he lived  
25 in?

1 MR. PALECKI: That is correct, Commissioner.  
2 I realize that the Respondent Geller would like to  
3 limit this proceeding only to Mr. Falk's building, the  
4 Jefferson Building. I have been made aware through  
5 Mr. Falk and through other exhibits that have been  
6 provided by Geller that this situation has occurred  
7 throughout the complex; and certainly, I think that,  
8 although Mr. Falk only lives in the Jefferson Building,  
9 if the Commission is made aware of a mispractice that  
10 occurs throughout the complex, that the Commission  
11 should assert its jurisdiction over the entire  
12 condominium.

13 COMMISSIONER DEASON: Mr. Palecki, I  
14 understand your concern, but is that appropriate for  
15 this docket, which is the complaint of a single  
16 consumer in his building? If the Staff has a concern,  
17 doesn't Staff have the ability to open a docket or at  
18 least recommend to the Commission that a separate  
19 investigation be opened and to look at the entire  
20 problem, or is this just administratively expeditious  
21 to do it in this proceeding?

22 I just need some clarification as to why you  
23 think it is important to go forward with this at this  
24 point.

25 MR. PALECKI: I believe Staff would have the



1 authority to open a docket which would investigate the  
2 entire condominium. Staff, certainly when it opened  
3 this docket, however, didn't intend to limit itself  
4 just to the Jefferson Building. Basically, I think the  
5 style is "In re: The Complaint of John Falk," but we  
6 have actually been looking at the entire complex in our  
7 investigation.

8 COMMISSIONER GUNTER: Well, I'm trying to  
9 understand some of the issues.

10 MR. BOYD: Commissioner, I think I can help  
11 just a little bit.

12 COMMISSIONER GUNTER: Yes.

13 MR. BOYD: We're not opposed and we're not  
14 hiding anything in terms of any of these other  
15 buildings and other condominium associations. When the  
16 Staff's members came down, they asked about other  
17 buildings and other contracts and were readily provided  
18 those, and I've seen some exhibits proposed by the  
19 Staff that relate to them. And, indeed, some of the  
20 information in the case relates to the whole project.  
21 And so I'm not really objecting to it solely on the  
22 basis that it's going beyond just the bounds of this  
23 one building.

24 A moment ago, Mr. Falk was expanding his  
25 direct examination, which I did object to. And I do

1 object to him testifying to anything that he doesn't  
2 have personal knowledge of or is outside, you know, the  
3 bounds of his realm of knowledge. But I would recede  
4 somewhat from my objection if we could keep it within  
5 those bounds as far as, you know, what he knows, what  
6 he has obtained, and we'll look at that specific  
7 information that he may proffer. But we do not object  
8 to general inquiry about the other buildings and then  
9 we'll just have to look at the specific evidence.

10 COMMISSIONER GUNTER: All right.

11 COMMISSIONER DEASON: During cross  
12 examination you will have the opportunity then to  
13 question the witness as to whether this information he  
14 is providing is of his own knowledge and his own  
15 analysis, is that correct?

16 MR. BOYD: I hope so, Commissioner.

17 COMMISSIONER DEASON: Okay, so --

18 MR. BOYD: If the question that is asked is  
19 clearly something that is outside the realm, then I can  
20 object, if that happens. If that helps a little,  
21 Commissioner.

22 MR. PRUITT: Mr. Chairman, I hate to  
23 interrupt but I have to tell you this: that cross  
24 examination is limited to the scope of the direct  
25 examination. To the extent that an inquiry is

1 permitted beyond that is purely within the province of  
2 the Commission.

3 COMMISSIONER GUNTER: Okay. Thank you,  
4 Mr. Pruitt.

5 BY MR. PALECKI:

6 Q Just for clarification, Mr. Boyd, would it  
7 be your preference that the Commission address the  
8 entire complex in this proceeding rather than simply  
9 addressing the Jefferson Building and then coming back  
10 with the second proceeding and then we look at the  
11 entire complex?

12 COMMISSIONER GUNTER: You know, I think --  
13 let me tell you something, I'm getting a little bit  
14 tired of the damned lawyering. It's real simple to do.  
15 Geller has some witnesses, you say -- you know, you can  
16 cover the building that he lives in. Then their  
17 witness you can ask a very simple question, "Are you  
18 treating everybody the same? Is the policy the same?"

19 You have covered the whole facility in one  
20 question; and if not, then there's some discrimination  
21 between the residents of one fashion or another. Maybe  
22 that's just too simple.

23 MR. PALECKI: I think I'll proceed pursuant  
24 to your recommendation.

25 COMMISSIONER GUNTER: Okay. All right,

1 Mr. Boyd?

2 MR. PALECKI: No further questions.

3 COMMISSIONER GUNTER: He sat down.

4 MR. BOYD: Thank you, Commissioner.

5 CROSS EXAMINATION

6 BY MR. BOYD:

7 Q Mr. Falk, when you -- let me shift gears a  
8 second. First of all, you live in Unit No. 310 in the  
9 Jefferson Building, is that right?

10 A That is correct.

11 Q And what is the maintenance fee that you pay?

12 A That's an iffy question. I don't remember.

13 It's somewhere in the vicinity of \$125, whatever.

14 Q Now, in your maintenance fee that you pay,  
15 there's not a cost of living increase by a percentage  
16 based on a national figure each year, is there?

17 A No, the only cost of living is the \$3.00  
18 annual increase, \$3.00-and-change increase, in the  
19 maintenance fee. That reflects the cost of living.

20 Q Yes, sir, your contract has a provision for,  
21 I believe it's the first year was \$3.00 increase for  
22 the first year and then \$3.06 for each year thereafter,  
23 doesn't it?

24 A Something of that nature, yes, sir.

25 Q But you have never been charged a cost of

1 living percentage increase, have you?

2 A No.

3 Q And if we were to add up all those \$3.06  
4 charges over the last since 1980, we could see how much  
5 your maintenance fee has been increased as a result of  
6 that, couldn't we?

7 A Yes, sir.

8 COMMISSIONER GUNTER: Wouldn't it be more  
9 accurate to say that you could add them up and come out  
10 with a percentage increase of the change that has  
11 occurred in the last ten years because of the  
12 compounding effect?

13 MR. BOYD: I believe you're right,  
14 Commissioner.

15 Q (By Mr. Boyd) And, in fact, Mr. Falk, I  
16 believe the math -- the \$3.00 increase the first year  
17 over \$71.50 was the starting maintenance fee, wasn't  
18 it, for your unit?

19 A That sounds correct.

20 Q That was just a hair over 4% the first year;  
21 and then each year thereafter the percent that it  
22 increases will go down, won't it, because of the  
23 compounding effect?

24 A I guess. I'm not a man involved with  
25 interest and payments and amortization and all this



1 kind of stuff. It sounds correct.

2 COMMISSIONER GUNTER: Was this original --  
3 Mr. Boyd, excuse me. Was the original \$71?

4 MR. BOYD: The original for this unit was  
5 \$71.50.

6 COMMISSIONER GUNTER: \$71.50 and then it went  
7 \$3.00 the first year and then 3.06 every year since then.

8 MR. BOYD: Yes, sir.

9 COMMISSIONER GUNTER: Okay.

10 MR. BOYD: And that's right in the contract for  
11 the unit. It's right in the maintenance contract for the  
12 building.

13 COMMISSIONER DEASON: What is that the \$3.06  
14 for?

15 MR. BOYD: What is it for?

16 COMMISSIONER DEASON: Yes.

17 MR. BOYD: It's just a means of bumping the  
18 maintenance fee up.

19 COMMISSIONER DEASON: Has nothing to do with  
20 the cost of electricity escalation, that's a different  
21 factor altogether, correct? That's a different factor  
22 altogether?

23 MR. BOYD: Yes, sir. Yes, sir, it's a  
24 built-in nominal increase each year.

25 Commissioner, I think I just misstated. I

1 believe the category of his unit, the first year was  
2 \$73.

3 COMMISSIONER GUNTER: Okay.

4 MR. BOYD: It was staggered by the size of  
5 the units, but the increases are the same.

6 Q (By Mr. Boyd) You don't get a bill each month  
7 for your maintenance fee, do you, Mr. Falk?

8 A No. But if I don't write a check, I get a  
9 telephone call.

10 Q I'm sure you do. And you send a check, you  
11 pay by check each month?

12 A Yes, sir.

13 Q And if it's exactly \$125, that's the amount  
14 you make the check out for, isn't it?

15 A Yes, in accordance with the last notice of  
16 what my maintenance charge is.

17 Q Yes, sir. And you don't send a separate  
18 check for insurance, do you?

19 A No, it's one maintenance charge.

20 Q No breakdown is provided -- I'm sorry. You  
21 don't send separate checks for any of the other  
22 categories of expenses, do you?

23 A No, sir.

24 Q Now, Mr. Falk, what you're really complaining  
25 about in this case is you claim to be a misinterpretation,

1 misapplication of the contract provision, isn't it, in the  
2 maintenance agreement?

3 A I say that an error is made in calculating  
4 the rate increases of the Florida Power Company.

5 Q As they are applying a provision of the  
6 maintenance contract, correct?

7 A Yes.

8 Q And you, in 1987, filed a lawsuit in Civil  
9 Court against the management company alleging this same  
10 miscalculation and breach of contract, didn't you?

11 MR. LAMONT: Commissioners, I'm going to  
12 object to that question, that's a tad beyond the scope  
13 of anything that Mr. Falk testified to in his prefiled  
14 written testimony and certainly beyond anything that he  
15 testified to today.

16 COMMISSIONER GUNTER: Well, he laid the  
17 predicate for that, though, Counselor, as I was hearing  
18 when he referred to conducting an audit which the Court  
19 allowed him to. That's the witness' own horns of the  
20 dilemma, shall we say.

21 Q (By Mr. Boyd) Can you answer that, Mr. Falk?

22 A If you will restate your question? I don't  
23 understand the date that you're referring to.

24 Q In September of 1987, you filed -- and I'll  
25 be happy to show you the copy of this Complaint, if

1 that will help you, Mr. Falk -- you filed a lawsuit  
2 against Geller Management Company for this same claim  
3 of miscalculation of the contract provision and these  
4 increases, didn't you? (Pause)

5 A I filed a small claims suit against the H.  
6 Geller Management Company for recovery of overcharges  
7 in the Jefferson Building and, more specifically,  
8 overcharges to me in my unit.

9 Q And it's the same claim that you are making  
10 in this docket before the Commission, isn't it?

11 A No. I think not. I think this claim is  
12 based upon very largely 1982 and 1983 electrical  
13 increases which were miscalculated by the management  
14 company.

15 Q In the lawsuit that you filed against the  
16 management company, you alleged that, "The Defendant  
17 management company has breached the terms of the  
18 service and maintenance agreement and has overcharged  
19 the Plaintiff as described below," didn't you?

20 A I presume. I don't recall those documents  
21 this number of years back.

22 Q I'll show you a copy.

23 MR. BOYD: Would you like to look at this,  
24 Counselor?

25 MR. LAMONT: If you don't mind.

1 MR. BOYD: Excuse me, Commissioner.

2 A Is this a copy of the small claims filing?

3 Q Yes, sir, it is.

4 A Okay.

5 MR. LAMONT: That's fine.

6 Q (By Mr. Boyd) To refresh your recollection,  
7 I'll show you a copy of the Complaint, which you looked  
8 at a moment ago. And if you'll refer to Paragraph 8,  
9 you used the term, "breached the terms," you breached  
10 the terms of the management contract, didn't you, in  
11 that lawsuit?

12 A That's what some legal eagle put down on the  
13 paper here. I presume it is the correct connotation  
14 for what I'm doing.

15 Q And you signed --

16 A Yeah, I signed the Complaint.

17 Q Thank you. And did you refer to a group of  
18 people as Ms. Bender, Ruth Bender, a part of the group  
19 that you talked about?

20 A Yes. We started the audit group back in 1982  
21 as three people --

22 Q Excuse me, Mr. Falk.

23 MR. BOYD: Commissioner, can we ask Mr. Falk,  
24 when I ask a question, yes or no, to just give me that  
25 answer and then he can explain it later if he is asked?

1 COMMISSIONER GUNTER: Yes. Mr. Falk, and for  
2 all witnesses, it's better, if we can, if you can  
3 answer yes or no; and then if you want to amplify that  
4 response, that's fine. It makes the record a little  
5 easier to read.

6 A Yes. Okay.

7 Q (By Mr. Boyd) And so Ms. Bender was part of  
8 your group?

9 A Yes, sir.

10 Q And is she still part of your group?

11 A I presume so. We haven't chased her out and  
12 she hasn't resigned.

13 Q And in 1987, she filed a lawsuit against the  
14 management company making the same claims for  
15 miscalculation, did she not?

16 A Yes, sir.

17 Q And in her lawsuit, she also alleged that she  
18 was seeking damages for breach of the management  
19 agreement resulting in overcharges, didn't she?

20 A I presume you're correct. (Pause)

21 COMMISSIONER GUNTER: I hope you're going to  
22 be able to show us where you're going.

23 MR. BOYD: I'm through with that point right  
24 there, Commissioner.

25 COMMISSIONER GUNTER: Okay.



1 Q (By Mr. Boyd) Now, Mr. Falk, you talked  
2 about doing "an audit," and that's a pretty loose term.  
3 You're not an auditor, are you?

4 A No, sir.

5 Q Are you an accountant?

6 A No, sir, I'm a Professional Engineer.

7 Q What kind of work did you do as a  
8 Professional Engineer?

9 A Design, development, process design for  
10 various and sundry people.

11 Q And is it fair to characterize what you did  
12 is reviewed records provided by the management company  
13 relating to these matters that you're talking about,  
14 the electric costs and the maintenance fees? Is that  
15 what this audit, this review, was?

16 A The audit was that we had the right to see  
17 the bills from which we were being charged. And the  
18 lawyer for the management company calls them  
19 pass-through items, and we won the right to audit the  
20 six pass-through items.

21 Q Mr. Falk, can we limit it to what you did and  
22 saw and not what other people may have said, please, sir.

23 Now, you have a chart in your exhibit.

24 (Pause)

25 MR. BOYD: Excuse me, Commissioners, these

1 pages aren't -- let's see, Exhibit No. 10 to the  
2 Complaint.

3 Q (By Mr. Boyd) Do you have that there, Mr.  
4 Falk?

5 A I presume, if I can read it.

6 Q Let me help you there. Here we go.

7 A Okay.

8 Q Is this the summary of this review or what  
9 you've termed as an audit?

10 A Yes, sir.

11 Q And this is what you have referred to in your  
12 testimony?

13 A Yes, sir.

14 Q Okay. Now, just looking at the middle part  
15 of that relating to electric costs, if I can direct  
16 your attention there.

17 A Yes.

18 Q And there's three categories on the left-hand  
19 side, "Budget," "Audited," and "Overcharged."

20 A Yes, sir.

21 Q As I understand it, am I correct, the budget  
22 is your asserted figures as far as income or revenue to  
23 the management company?

24 A That's what's published in the budget that we  
25 were provided.

1 Q Excuse me?

2 A That \$2,150 was in the budget.

3 Q If you could just try to answer my question.

4 That line relates, you assert, to revenue or  
5 income to the management company, is that correct?

6 A It's what is included in our maintenance fee.

7 COMMISSIONER GUNTER: Let me see if I can  
8 understand this and kind of cut through again.

9 Mr. Falk, assume they had a budget for  
10 \$100,000 for cutting grass and painting and doing all  
11 the rest of this. In that budget, they would have had  
12 a budget figure in there of \$5,328 in 1980, is that  
13 right? When they're budgeting and laying out, is that  
14 what that "Budget" line means?

15 WITNESS FALK: No, sir. If you look, sir, at  
16 the budget -- which is one of the exhibits in here, and  
17 I can't recall what the number is -- you will find that  
18 it involves the building that I live in. And it lists  
19 a whole group of things, including electricity, gas and  
20 such.

21 COMMISSIONER GUNTER: And that's what they  
22 anticipate --

23 WITNESS FALK: And that number that's  
24 appearing in here that I'm comparing Mr. Brummer's  
25 audit to is from that document.

1 COMMISSIONER GUNTER: I got you. I  
2 understand, and that's an estimated budget --

3 WITNESS FALK: Right, from which the  
4 maintenance costs or charges are figured.

5 COMMISSIONER GUNTER: I got you.

6 MR. BOYD: Commissioner, what I'm asking is  
7 just to make sure in terms of doing math, that that  
8 first line relates to income or revenue.

9 Q (By Mr. Boyd) He's termed it "Budget"  
10 against which you're going to then subtract expenses,  
11 is that correct?

12 A Correct.

13 Q And the middle line you call "Audited," I  
14 could add the term "expenses" beside that to more  
15 accurately help us read this chart, couldn't I?

16 A Yes, I guess you could. They are bills.

17 Q Let's look at the -- you don't have any  
18 knowledge about how the budget was prepared, do you?

19 A None at all. I wasn't there.

20 Q Now, in your budget figures for 1980  
21 includes, that's all 48 units in the building for 12  
22 months, isn't it?

23 A Yes, it would have to be.

24 Q And if the building wasn't full for the whole  
25 year, then that number would be wrong, wouldn't it?

1 A I don't know.

2 Q And the same would apply for 1981. It's  
3 based on all of the units being occupied, correct?

4 A It's based on the fact that there are 48  
5 units in the Jefferson Building.

6 Q And you didn't make any attempt to determine  
7 whether or not the building -- the units were actually  
8 occupied and so, therefore, revenue was received, did  
9 you?

10 A It's none of my business.

11 Q In 1983, then, your figure for budgeted  
12 includes an additional amount for the increase in  
13 maintenance fees relating to the first Florida Power  
14 Corporation increase, doesn't it?

15 A The way it was calculated by the management  
16 company, yes, sir.

17 Q Yes, sir, that is correct. And your figure  
18 of \$2700 for the year assumes that that increase would  
19 have been in effect for the whole year, doesn't it?

20 A No, sir. It takes into account the date upon  
21 which the increase was made, and that was a  
22 two-month/10-month deal. We had two months of the old  
23 budget and 10 months of the increase.

24 Q And we can do the math and check that, can't  
25 we?

1 A I presume you can.

2 Q And we can do the same for the 1983, which  
3 also includes an increase, doesn't it?

4 A Yes, sir. That's on the basis of three  
5 months of last year's and nine months of the new one.

6 Q Now, let me ask you to look at the second row  
7 of figures where you refer to as "Audited Expenses."

8 A Yes, sir.

9 Q It's your assertion by this exhibit that  
10 those represent the expenses for electricity for the  
11 Jefferson Building, correct?

12 A Yes, sir.

13 Q Now, do the -- and I'll just take the first  
14 year is 1980, \$1,060.24. Does that include any of the  
15 management company's electric expense to run the pool  
16 pumps and the lights in the project?

17 A No, sir.

18 Q Do residents of the Jefferson Building use  
19 those facilities?

20 A I don't. I presume other people do.

21 Q In fact, you know they do, don't you?

22 A Yes, some of them. I --

23 Q And does your \$1,060.24 include any expense  
24 of the management company in providing electricity used  
25 to light the recreational hall or to run the air



1 conditioner or to run the appliances in the kitchen in  
2 the recreational hall?

3 Yes or no, Mr. Falk?

4 A No.

5 Q Does it include any of the electric expense  
6 for saunas or steam baths?

7 A No.

8 Q So it doesn't include any of the costs for  
9 electricity incurred by the management company in  
10 providing any of the services throughout the common  
11 areas of the park, does it?

12 A No, they're being paid for some of that in  
13 that other fashion. We're paying \$7.50 a month for the  
14 clubhouse and recreational facilities. That's part of  
15 our maintenance charge.

16 Q Mr. Falk, if you can answer my question yes  
17 or no, then you can provide your explanation on  
18 redirect.

19 And all of these facilities that I asked you  
20 about are available to and are used by the residents of  
21 the Jefferson Building, aren't they?

22 A Yes. (Pause)

23 Q Let me just ask you this just to clarify at  
24 this point, Mr. Falk: The electric expenses that we're  
25 talking about here do not include the electricity used

1 in your own individual apartment, does it?

2 A That's correct.

3 Q Nor any of the other individual apartments in  
4 your building?

5 A That's correct, everybody gets their own bill  
6 for their own apartment.

7 Q You have your own meter and you get your own  
8 bill.

9 Now, at the top of your Exhibit 10, there's  
10 another series of calculations for "Gas." And to  
11 shorten it a little bit, you have the same categories;  
12 and the top line for Budget again assumes that all of  
13 the units in the building are occupied, don't they?

14 A It recognizes the fact that there are 48  
15 units in the building.

16 Q And you used all 48 units in all of your  
17 calculations, didn't you?

18 A I don't have to use the units, so the answer  
19 is no.

20 Q You based your calculations on the top line  
21 as far as budget. Again, we said that relates to  
22 revenue or income, didn't we?

23 A Yes, sir.

24 Q And you based that on the 48 units paying a  
25 maintenance fee, didn't you?

1           A     Yes, sir.

2           Q     And on the expenses: One, you had to do some  
3 extensive calculations to allocate it back to the  
4 Jefferson Building because of a master meter, did you?

5           A     The gas costs had to be calculated from one  
6 gas meter that supplies 16 buildings.

7           Q     And you did those allocations based on the  
8 number of units in the Jefferson Building versus the  
9 other buildings, correct?

10          A     Yeah, a percentage of the total.

11          Q     And you didn't attempt to make any  
12 distinction between the number of units that were  
13 actually being occupied and used, did you?

14          A     No.

15          Q     Did you make any, on the gas when you were  
16 doing that, those calculations, did you make any effort  
17 to determine the usage by your building versus any  
18 other building, the actual consumption of gas?

19          A     No.

20          Q     And let me jump back to the electricity.

21                 In your figures, -- well, of course, you  
22 didn't use any of the common area expenses, did you?

23          A     I don't understand what you're referring to.

24          Q     I'll rephrase the question.

25                 You didn't, again, you didn't use any of the

1 common area electric expenses to come up with your  
2 audit expense figures, we said, right? The pool and  
3 the rec hall that we went through?

4 A No, sir.

5 Q Okay.

6 A We limited it to the bills for the Jefferson  
7 Building.

8 Q Yes, sir. And so because of that you didn't  
9 make any effort to distinguish between how much your  
10 residents used one pool versus another pool or one rec  
11 building versus another facility, did you?

12 A No. (Pause)

13 Q Now, when you purchased your unit in the end  
14 of 1980, you purchased it from a person that had  
15 already bought the unit, is that correct?

16 A Yes, sir.

17 Q Okay. And you talked about getting a package  
18 of documents. The maintenance contract was in that  
19 package, wasn't it?

20 A Yes, sir.

21 Q And so you knew from looking at that exactly  
22 what your maintenance fee was going to be, didn't you?

23 A Yes.

24 Q And you also knew of these annual increases  
25 that we talked about a few minutes ago?

1           A     Yes. I'm not complaining about those.

2           Q     And you also knew of the provision relating  
3 to the increases for electricity that are referred to  
4 -- let me rephrase that.

5                     You also knew of the provisions of, I  
6 believe, it's Article VI for the six categories that  
7 are referred to that allow increases in the maintenance  
8 fees? You knew about it?

9           A     Yes.

10          Q     In your rebuttal testimony, Mr. Falk, it's  
11 actually Page 5, Line 9, you made the statement or used  
12 the term that "The management contract was not of my  
13 making." Do you recall that?

14          A     Not particular'y.

15          Q     Would you like to see it? Would that help?

16          A     Yes, that would perhaps recall.

17                     MR. BOYD: Mr. Lamont, do you mind if I just  
18 put that in front of him real quick?

19                     MR. LAMONT: That's fine. (Witness provided  
20 a document.) (Pause)

21          A     All right, I guess I recognize those words.

22          Q     Okay, thank you, sir. And the reason you  
23 made that statement is because the contract was signed  
24 in 1979 before you were even involved with the project,  
25 wasn't it?

1           A     I signed the contract after I purchased the  
2 unit.

3           Q     The maintenance contract --

4           A     The maintenance contract.

5           Q     -- the maintenance contract for the Jefferson  
6 Building that had -- excuse me. The maintenance  
7 contract for the Jefferson Building was signed in  
8 October 1979, isn't that correct?

9           A     I presume so. I had to sign it when I bought  
10 the unit.

11          Q     Yes, sir, you signed a new one. You  
12 acknowledged getting it when you bought your unit, that  
13 you had been shown it?

14          A     Yes, the old, the signed contract, I had to  
15 say yes, I accept. Or such.

16          Q     And because that maintenance contract was  
17 prepared and signed in 1979, the best people to explain  
18 its terms are the people that were there in 1979,  
19 aren't they?

20          A     I presume so.

21          Q     Let me ask you one more question about, I  
22 believe it was, Exhibit 10, Mr. Falk. Back up on the  
23 gas, on your calculations as far as the budgeted  
24 amount, you talked about doing the allocation because  
25 of the 16 buildings?



1           A     Yes, sir.

2           Q     And those allocations also assumed that all  
3 of the 16 buildings were fully occupied, too?

4           A     Yes, it's based upon the count of units in  
5 the buildings, not on the people that are in the  
6 buildings.

7           Q     And the actual revenue received by the  
8 management company is dependent on not how many units  
9 are there but how many units are sold and have people  
10 paying the maintenance fee, doesn't it?

11          A     That's right.

12                COMMISSIONER GUNTER: Let me -- we're  
13 spending a lot of time on this and I want to understand  
14 the significance of it, if we could.

15                I tried to go through the exhibits the first  
16 time I saw these exhibits were here. But the time  
17 period that we have, and I'm asking both counsel this  
18 question: In '80 through '84, it seems to predate an  
19 agreement of which the terms of that agreement are not  
20 available in the stipulation or whatever with the  
21 Court, is that correct?

22                MR. BOYD: I'm not sure of your question,  
23 Commissioner.

24                COMMISSIONER GUNTER: There's one of the  
25 items in the exhibit in here, there's an agreement to

1 settle, a settlement agreement.

2 MR. BOYD: Yes, sir.

3 COMMISSIONER GUNTER: In the Circuit Court,  
4 845225-10.

5 MR. BOYD: Yes, sir.

6 COMMISSIONER GUNTER: Does this analysis --  
7 isn't it the result of this settlement?

8 MR. LAMONT: That is correct, Commissioner.

9 COMMISSIONER GUNTER: I'm trying to  
10 understand. So that anything that really took place  
11 prior to that has been settled out in this settlement  
12 agreement.

13 MR. LAMONT: No. The settlement agreement  
14 was entered into in an effort to allow Mr. Falk and his  
15 compatriots access to the information which then led  
16 him to prepare the exhibits to his Complaint.

17 COMMISSIONER GUNTER: Then what -- as I read  
18 through this thing, it was only for production of  
19 documents.

20 MR. LAMONT: That's correct.

21 COMMISSIONER GUNTER: It was not in settling  
22 the Complaint.

23 MR. LAMONT: That is correct.

24 COMMISSIONER GUNTER: The only settlement  
25 that was involved in here was just to get access to the

1 records.

2 MR. LAMONT: That is correct.

3 COMMISSIONER GUNTER: And everybody agreed to  
4 stop doing what they were doing and drop the suit.

5 MR. LAMONT: That is correct.

6 COMMISSIONER GUNTER: Just to get access to  
7 the documents.

8 MR. LAMONT: That is correct.

9 COMMISSIONER GUNTER: Okay, I'm just trying  
10 to understand the relevance of what we're doing.

11 Q (By Mr. Boyd) One other question, Mr. Falk,  
12 on this Exhibit 10.

13 With regard to electricity, your audited  
14 expenses also made an adjustment to deduct from the  
15 expenses a figure relating to the washers and driers,  
16 didn't you?

17 A Yes, sir.

18 Q And without going into all of those  
19 calculations, they were based upon the 48 units in your  
20 building using those facilities, weren't they?

21 A No, I don't think so.

22 Q Weren't they based on a average number of use  
23 based on the 48 units?

24 A We requested information from the management  
25 company as to what the income from the washers and

1 driers were, and we were told that those monies were  
2 not accounted for and were co-mixed with other funds so  
3 they had no way of being able to tell us how much use  
4 the washers and driers got.

5           So we had to gen up a "supposing" kind of  
6 thing, figuring that for three months of the year, 20%  
7 of the apartments were unoccupied, and certain people  
8 like myself had their own washer and dryer in their  
9 apartment and didn't use the public facilities; others  
10 used them quite heavily. And we arrived at some number  
11 that sounded reasonable throughout the year to achieve  
12 that.

13           And the basis for that calculation was the  
14 fact that the maintenance contract says that the  
15 management company will pay all expenses involved in  
16 the operation. And the expenses involved are water,  
17 gas, and electricity. And we find nowhere that they  
18 are kicking in anything toward those particular items.

19           Q     Okay. I think I understand that answer.

20                     Let me ask you, Mr. Falk, you have your own  
21 washer and dryer in your unit, is that correct?

22           A     Yes, sir.

23           Q     And did you get the approval of the  
24 management company to install those?

25           A     I presume the Association got that approval.

1 Q Did you install --

2 A I applied to the Association.

3 Q Do you pay an additional \$4 a month as called  
4 for in the management contract --

5 A No, sir.

6 Q -- for that washer and dryer?

7 A No, sir. That argument was settled a year or  
8 two years before I moved in.

9 COMMISSIONER GUNTER: Mr. Falk, so I can  
10 understand a little bit, sir? If I can understand a  
11 little bit, is your electricity metered for your use in  
12 your condo?

13 WITNESS FALK: Yes, there are 48 individual  
14 electric meters plus one house meter.

15 COMMISSIONER GUNTER: Is your gas metered?  
16 If you use gas, is your gas metered?

17 WITNESS FALK: No, sir.

18 COMMISSIONER GUNTER: A master meter?

19 WITNESS FALK: No, sir.

20 COMMISSIONER GUNTER: Is your water  
21 individually metered, your water and wastewater  
22 service?

23 WITNESS FALK: No, sir.

24 COMMISSIONER GUNTER: Okay, fine. Thank you.

25 Q (By Mr. Boyd) Mr. Falk, Exhibit 7 to your

1 Complaint --

2 COMMISSIONER DEASON: Mr. Boyd, before you  
3 leave, are you leaving, I guess that's Exhibit 10?

4 MR. BOYD: Yes, sir, at least for a moment.

5 COMMISSIONER DEASON: Well let me ask you  
6 this question.

7 MR. BOYD: Sure.

8 COMMISSIONER DEASON: You've asked Mr. Falk a  
9 number of questions about his calculation and raised  
10 some questions concerning his accuracy and that's in  
11 debate.

12 Are you going to have a witness that is going  
13 to have a comparable exhibit calculating it apparently  
14 in the way you and your clients would have this  
15 calculated? Is that going to be provided somewhere in  
16 the record?

17 MR. BOYD: No, sir, we're not.

18 COMMISSIONER DEASON: Okay.

19 MR. BOYD: And the reason is because we  
20 believe not only showing the inaccuracy but the fact  
21 the whole approach in light of the maintenance contract  
22 that applies to this setting doesn't permit this kind  
23 of analysis. Because, if you recall the kind of  
24 questions I asked, --

25 COMMISSIONER DEASON: Well, you've answered



1 my question. You don't need to testify. I just wanted  
2 to know if you were going to have an exhibit. That's  
3 fine.

4 Q (By Mr. Boyd) Exhibit 7 to your Complaint,  
5 Mr. Falk, is a letter that you wrote to the management  
6 company in June of 1983 of -- again, is it fair to say  
7 restating your Complaint about these miscalculation of  
8 the increases? Do you have it there in front of you?

9 A 5, 6, 7. Yes, sir, that letter was sent when  
10 the management companies wouldn't listen to me.

11 Q Okay. Now, I just really want to ask you  
12 about one part here. You agree, don't you, that the  
13 calculation of the increases in the maintenance fee  
14 that are related to the provision in the contract for  
15 electricity should exclude the customer charge, don't  
16 you?

17 A I presume that's excludable. We're talking  
18 about charges for energy, not charges for service or  
19 the fact that you're a customer.

20 Q And that charge is not kWh related, is it?

21 A No, sir.

22 COMMISSIONER GUNTER: While we have this  
23 little lull, we're kind of dragging and we have one day  
24 to do this, so we're going to work through lunch. If  
25 you want to send out and get a little something, that's

1 fine. We're going to keep our breaks very, very short;  
2 and except for counsel, anybody that has to use the  
3 necessary facilities, you can just go. Don't depend on  
4 courtroom-type breaks. We're going to finish this  
5 before we go home.

6 MR. BOYD: Yes, sir, that's fine. And I'll  
7 try to move -- I think I'm close to being through,  
8 Commissioner. (Pause)

9 Q (By Mr. Boyd) Now, Mr. Falk, under the  
10 maintenance contract, let's assume that we're not  
11 dealing with increases in the rates by Florida Power  
12 Corporation for a moment, okay? Do you understand?

13 A Yeah.

14 Q If the consumption of electricity related to  
15 providing these common facilities increases in a given  
16 month, the cost to the management company is going to  
17 go up, isn't it?

18 A Yes, sir.

19 Q And if we stretch that to three months, six  
20 months, a year, their cost goes up if consumption goes  
21 up, doesn't it?

22 A Yes, sir.

23 Q And relating to gas in the same way, Mr.  
24 Falk: if there's no change in the rates for gas, if  
25 consumption increases, the management company's costs

1 go up, don't they?

2 A Yeah. That was illustrated in the audit that  
3 we made.

4 Q And even your review, which you term an  
5 audit, concludes that by 1984, even on your approach,  
6 the management company is losing money on the gas,  
7 correct?

8 A Right.

9 Q And the gas, as Commissioner Gunter asked,  
10 does include the gas in the units because there are no  
11 separate meters?

12 A That's correct.

13 Q And also, Mr. Falk, regardless of how the  
14 increase is calculated, if there's less than a 5%  
15 increase in electricity, let's say, your maintenance  
16 fee doesn't go up either, does it?

17 A Not mine, but other buildings do.

18 Q I asked you about your building.

19 A No.

20 Q There are some buildings that have a slightly  
21 lower percentage?

22 A Like 1.

23 Q 1%, yes, sir. And by the same token, the gas  
24 for your building if the increase is less than 5%, then  
25 the maintenance fee does not increase?

1 A That's correct.

2 Q So in those situations the management  
3 company's costs go up and the maintenance fee revenue  
4 stays the same?

5 A Yes, sir.

6 COMMISSIONER GUNTER: Mr. Falk, let me ask  
7 you a question. I'm just trying -- I'm just a country  
8 boy.

9 But if I'm reading the contract right -- and  
10 you have been living under the terms of the contract  
11 that you entered into -- and just for walking-around  
12 talk, if electricity was 10 cents a kilowatt hour or  
13 \$100, if you have \$100 per thousand, if it went up 5%  
14 to \$105, is it your understanding that under the  
15 contract, the management fee contract, that you would  
16 be charged an additional \$15?

17 WITNESS FALK: Yes, sir.

18 COMMISSIONER GUNTER: Okay.

19 WITNESS FALK: That's what the contract says.

20 COMMISSIONER GUNTER: Okay. I thought I was  
21 reading that contract correctly.

22 So in realistic terms, if where electricity  
23 today, I think for the Company that you have here,  
24 including fuel, is about \$78 -- Mr. Nixon can correct  
25 me -- but assume it's \$80. If it goes up to \$84, which

1 would be a 5% increase, the increase that would be  
2 charged would be \$15. Is that correct?

3 WITNESS FALK: That's the way --

4 COMMISSIONER GUNTER: Am I understanding that  
5 right?

6 WITNESS FALK: Yes, sir.

7 COMMISSIONER GUNTER: Okay. All right.

8 Q (By Mr. Boyd) Mr. Falk, is it fair to say  
9 that your basic complaint on the calculation of these  
10 increases that were related to the electric increases  
11 from Florida Power Corp is that the management company  
12 did their calculation based on the base rates? Isn't  
13 that true?

14 A I don't know what you call "base rate."

15 Q Well, let me ask this: If the base rate  
16 means excluding the fuel charge, then that's really the  
17 problem that you have with it, isn't it?

18 A Yes, because the fuel charge is part of the  
19 cost of electricity. It's part of the -- it's related  
20 to kilowatt hours.

21 Q And this trouble you have with the  
22 calculation is done pursuant to this maintenance  
23 contract that was entered into in 1979, isn't it?

24 A I guess that's the date of the original  
25 contract.

1 Q And since you've owned your unit, your  
2 maintenance fee has never changed solely as a result of  
3 a change in the fuel adjustment part of the Florida  
4 Power Corporation charges or rates, have they?

5 A I don't understand your question.

6 Q There's never been an increase in the  
7 maintenance fee adopted by the management company based  
8 solely on a change in the fuel adjustment charge of  
9 Florida Power Corp, has it?

10 A I don't know.

11 MR. BOYD: Okay. I think that's all I have,  
12 Commissioner.

13 COMMISSIONER GUNTER: Redirect?

14 MR. LAMONT: Very, very briefly.

15 REDIRECT EXAMINATION

16 BY MR. LAMONT:

17 Q Mr. Falk, Mr. Boyd asked you whether or not  
18 you included in your analysis the costs of electricity  
19 for the pool and the recreational hall, and you  
20 answered him honestly and told him no. Would you  
21 explain to the Commission why you didn't include that  
22 information in your analysis?

23 A Yes. Because there are a bunch of charges,  
24 to me \$7.50 a month for the use of clubhouse facilities  
25 and pools and such, and I presume when I go into the



1 clubhouse that my \$7 pays for the lights that are lit  
2 and the heat that is being made in the clubhouse so I  
3 rest my case.

4 Q Mr. Falk, Mr. Boyd asked you whether or not  
5 at the time you had bought your condominium unit  
6 whether you had a copy of the maintenance contract, and  
7 you told him that you did. And he also asked you  
8 whether or not the people who drafted that would be the  
9 ones in the better position to interpret that, and you  
10 said, "I guess so."

11 The question I have for you is did anybody  
12 ever tell you when you looked at that maintenance  
13 contract that the provision that allows your  
14 maintenance fee to go up in response to changes per  
15 kilowatt hour wasn't intended to recover for  
16 electricity costs?

17 A You lost me.

18 Q Did anybody from Geller Management  
19 Corporation or anybody else at the time you bought your  
20 condominium unit tell you that the portion of that  
21 maintenance contract that says your fee will be up \$15  
22 every time there's a 5% increase in the per-kilowatt  
23 hour charge by Florida Power, anybody ever tell you  
24 that wasn't intended to recover for electricity cost?

25 A Not that I can recall.

1           Q     And at the time you bought your condominium,  
2 did anybody tell that you the \$17 that your maintenance  
3 fee -- that the maintenance fee for the Association  
4 would go up for every 5% increase in the cost per Btu  
5 charge by the gas company, anybody tell you that that  
6 wasn't intended to recover for gas?

7           A     No, sir.

8           MR. LAMONT: Thank you, I don't have anything  
9 further.

10           COMMISSIONER GUNTER: Thank you, Mr. Falk.  
11 You may step down.

12           (Witness Falk excused.)

13           We'll take five minutes for the court  
14 reporter. She's the only one of us that doesn't get to  
15 breathe much.

16           (Brief recess.)

17           - - - - -

18           COMMISSIONER GUNTER: Back on the record.  
19 Counsel?

20           MR. LAMONT: Commissioners, at this time I  
21 would like to move Mr. Falk's Complaint and the  
22 attendant exhibits as Composite Exhibit 1 into the  
23 record.

24           COMMISSIONER GUNTER: Without objection, so  
25 ordered.

1 (Composite Exhibit No. 1 received in  
2 evidence.)

3 MR. LAMONT: We now call Sam Nixon.

4 COMMISSIONER GUNTER: All right. As I  
5 understand, there is a stipulation of parties on the  
6 tariffs?

7 MR. BOYD: Yes, sir. Where did Mike go?

8 COMMISSIONER GUNTER: Tariffs are tariffs?

9 MR. PALECKI: Yes. Why don't you state the  
10 stipulation into the record.

11 MR. BOYD: Okay. Commissioner, Mr. Palecki  
12 has provided the Commission an exhibit, does it have a  
13 number?

14 MR. PALECKI: Has been marked as Exhibit 2.

15 MR. BOYD: Exhibit 2, that is a collection of  
16 the canceled tariffs and I guess the last being the  
17 present tariffs, Mike?

18 MR. PALECKI: That's correct.

19 MR. BOYD: Of Florida Power Corp from the  
20 period from --

21 COMMISSIONER GUNTER: '83 to '91.

22 MR. BOYD: -- '83 to 1991; and then on the  
23 top is a summary of the rate elements from those  
24 tariffs. And I think the parties have stipulated that  
25 those are the tariffs, those documents are from the

1 Commission's records and would be admissible.

2 COMMISSIONER GUNTER: All right.

3 MR. PALECKI: And in that stipulation was,  
4 "subject to check," if either of the parties finds that  
5 there's a mistake or an error.

6 COMMISSIONER GUNTER: Sure, okay, fine.

7 Go ahead, counsel.

8 (Exhibit No. 2 marked for identification.)

9 - - - - -

10 SAMUEL F. NIXON, JR.

11 appeared as a witness on behalf of Consumer John Falk,  
12 and after having been subsequently sworn, testified as  
13 follows:

14 DIRECT EXAMINATION

15 BY MR. LAMONT:

16 Q Mr. Nixon, would you state your name and  
17 position for the record, please?

18 A Yes. My name is Samuel F. Nixon, Jr. I'm  
19 the Director of the Rate Department for Florida Power  
20 Corporation 3201 34th Street South, St. Petersburg,  
21 Florida.

22 Q Mr. Nixon, did you receive contact from John  
23 Falk sometime in either late 1986 or early 1987 asking  
24 your assistance in determining the calculation of per  
25 kilowatt hour rate?

1           A       Yes, that's correct.

2           THE REPORTER: Excuse me, was the witness  
3 sworn?

4           COMMISSIONER GUNTER: No, he wasn't.

5           (Witness sworn.)

6           COMMISSIONER GUNTER: Thank you, ma'am.

7           MR. BOYD: Excuse me, Commissioner, let me go  
8 ahead and enter my objection now before we go further  
9 and move to strike that last response. My understanding  
10 from the Commissioner's ruling at the Prehearing  
11 Conference is that Mr. Nixon's testimony is limited to the  
12 rates and charges in effect by Florida Power Corporation  
13 that would be then charged to Geller Management Company.  
14 And I would just, my objection is that that question is  
15 asking something different, and I would ask that the  
16 testimony and the questions be limited to Florida Power  
17 Corporation's rates and charges.

18           COMMISSIONER GUNTER: And we did agree to that.

19           MR. LAMONT: And that's what I think he's  
20 going to be getting to. If you have one rate in effect  
21 in 1982, one rate in effect in 1983, the change between  
22 them is what he's going to verify as what he did. Is  
23 that beyond the scope of what we had agreed to?

24           COMMISSIONER GUNTER: No, not the rate --  
25 their rate change.

1 MR. BOYD: That is correct.

2 COMMISSIONER GUNTER: The percentage of their  
3 rate change.

4 MR. BOYD: But the question about  
5 correspondence with Mr. Falk is beyond the agreement.

6 COMMISSIONER GUNTER: I understand. And our  
7 agreement was that the rate changes and discussions  
8 which were Florida Power Corp.

9 Q (By Mr. Lamont) Mr. Nixon, do you have  
10 information as to the percentage change in the rates  
11 charged by Florida Power between 1982 and 1983?

12 A Yes, I do.

13 Q And what was that percentage change?

14 A In October of '82, Florida Power  
15 Corporation's rates changed to reflect a base rate  
16 increase and also some fuel decreases of \$1.50 or 2.2%.

17 In March of '83, we had another base rate  
18 increase of \$7.97, and that was associated with a coal  
19 plant coming into service, that was an 11.3% increase.

20 One month later in the fuel adjustment in  
21 1983, the rates decreased \$5.29 or 6.7%. Over all,  
22 Florida Power is very pleased of its rate picture over  
23 the decade of the '80s. And, in fact, when compared to  
24 all the way back to 1981, our rates have not increased  
25 when compared to today but by 2% during that period of

1 time.

2 Q That's from 1981 to the present?

3 A That's correct.

4 MR. LAMONT: Very good, I have nothing  
5 further.

6 MR. PALECKI: Staff has no questions.

7 CROSS EXAMINATION

8 BY MR. BOYD:

9 Q Mr. Nixon, can you give me the rate elements?  
10 You testified about in October '82 increase, can you  
11 give me the rate elements of the RS-1 rate immediately  
12 prior to the October '82 increase that you just  
13 testified to, please, sir.

14 A In April of '82, the price of electricity was  
15 \$69.06 for 1000 kilowatt hours.

16 Q Okay. What I want is --

17 COMMISSIONER GUNTER: He asked for the rate  
18 elements.

19 Q -- the rate elements, please, sir.

20 A I do not have a copy of the tariff with me.  
21 But the rate elements consist of what we call a nonfuel  
22 component, which is made up of a customer charge and  
23 energy charge. And then there are two other  
24 adjustments that the Commission adjusts every six  
25 months, one adjustment is known as the fuel adjustment



1 and the other adjustment is known as the energy  
2 conservation adjustment. And those make up a composite  
3 rate of cents per kilowatt hour that is approximately 7  
4 cents today.

5 Q So you don't have with you the elements that  
6 make up any of the rates that you have just testified to?

7 A I think Staff produced that in the documents  
8 of the tariffs in the exhibit that was just handed out.

9 COMMISSIONER GUNTER: Let me see if I can  
10 help.

11 MR. PALECKI: May I provide that to the  
12 witness?

13 MR. BOYD: Sure, you can. They only go back  
14 to 12 of '82 is one problem.

15 (Witness provided document)

16 Q (By Mr. Boyd) Mr. Nixon, the figures that you  
17 just gave to Mr. Lamont are based on the thousand per  
18 kWh rate, is that correct?

19 A That's correct, sir.

20 Q And that's what your percentages were based  
21 on?

22 A That's correct. Which under the RS-1 rate,  
23 that is all kilowatt hours will have the same price  
24 except for the customer charge. It's a flat fee.

25 Q The customer charge is the same regardless of

1 kWh used?

2 A That's correct.

3 Q You have been shown Exhibit 2. The first  
4 entry on the cover sheet is for December '82. So are  
5 those the rate elements that make up the first figure  
6 you gave in terms of an increase in October of '82?

7 A If those are the rates in effect in 12 of  
8 '82, that would already reflect the increase that  
9 occurred in October of '82 that I spoke of the \$1.50  
10 increase.

11 MR. BOYD: I wonder, Commissioner, or  
12 counsel, if it's possible to either supplement Exhibit  
13 No. 2 or either later Mr. Nixon checking his papers so  
14 we can make it complete and tie it to his testimony?  
15 Any objection to that.

16 MR. PALECKI: Staff would be happy to submit  
17 a late-filed exhibit to substitute for Exhibit 2 which  
18 would reflect from January 1981, would that be  
19 sufficient?

20 WITNESS NIXON: October of '81 was when the  
21 first fuel adjustment -- or really, April of '82 -- was  
22 when the first fuel adjustment changed on a six-month  
23 basis is when that was started.

24 COMMISSIONER GUNTER: Let me explain, if I  
25 can. I can have Staff do this, but it will be on a

1 historical basis. Because up until Uncle Joe Cresse  
2 and I realized and had some subsequent discussions,  
3 some intense discussions, that, in fact, the monthly  
4 fuel adjustment with its swings up and down, up and  
5 down, up and down was not serving the customers of this  
6 state very well at all, nor the utilities -- up until  
7 that time, each individual month the fuel element would  
8 change up or down. In 1981 was the first time you had  
9 the forecast and true-up to levelize that over a time  
10 period.

11 Now, the records are available that probably  
12 go back to about 1972 on a monthly basis what that fuel  
13 element was. But it will change and it will be wide  
14 swings.

15 MR. BOYD: I will be happy to just --

16 WITNESS NIXON: I have a document right here.  
17 It's a single-page document that shows what the rates  
18 were in October of '81 and then the next change was the  
19 next six months due to the fuel adjustment in April of  
20 '82 and every change that occurred in Florida Power's  
21 rates all the way until updated to today, April of  
22 1991.

23 MR. BOYD: May take a look at that?

24 WITNESS NIXON: You certainly may.

25 MR. BOYD: Thank you.

1           WITNESS NIXON: And the percentage increases  
2 associated with each one of the those and the composite  
3 increase that I spoke to earlier that since that time  
4 frame October of '81 until April of '91, there's been a  
5 2% increase.

6           Q     (By Mr. Boyd) But all of these are the  
7 thousand kWh, you don't have individual -- your sheet  
8 that you handed me don't have the individual rates  
9 elements, do they?

10          A     That's correct. Because the fuel charge will  
11 change, base rates will change. And, in fact, we had a  
12 significant base rate decrease in 1988.

13           MR. BOYD: My preference, if we can just  
14 supplement Exhibit No. 2 to include from January of '82  
15 that will pick up what he has testified to and we'll  
16 have the rate elements that match his testimony.

17           MR. PALECKI: Staff would be happy to provide  
18 that just for illustrative purposes. However, Staff  
19 would like to see Mr. Nixon's documents marked and  
20 introduced as an exhibit.

21           MR. LAMONT: I concur with Staff's preference  
22 in that regard.

23           MR. PALECKI: All of these matters are  
24 matters that are subject to the Commission taking  
25 judicial notice because all of these tariffs have been

1 approved by the Commission by Commission order so  
2 they're all judicially noticeable by the Commission.  
3 This is only for illustrative purposes.

4 MR. BOYD: And I have no objection to that,  
5 just subject to check of the figures. But that's fine,  
6 we can make it Exhibit 3?

7 COMMISSIONER GUNTER: Where is that exhibit?

8 MR. PALECKI: Do you have a copy of that?

9 WITNESS NIXON: That is my copy right there.  
10 I inadvertently did not make any more than that and it  
11 got put in my folder.

12 COMMISSIONER GUNTER: All right. I'm going  
13 to go ahead and identify this as Exhibit 3 and we'll  
14 give to it the court reporter and get copies from her.

15 (Exhibit No. 3 marked for identification)

16 Q (By Mr. Boyd) Just one follow-up, Mr. Nixon.  
17 Commissioner Gunter explained about the fuel adjustment  
18 process. It was in April of 1981 -- get my dates  
19 straight. Was it April 1981 or April 1980 that the  
20 true-up six months -- April 1981 that the six months  
21 fuel adjustment procedures start, is that correct?

22 A It is my understanding that it occurred in  
23 1981. There were still a few monthly adjustments and  
24 really our records showed that really October '81 was  
25 the first full six-month period where there wasn't a

1 change.

2 Q Right, the first April to September was kind  
3 of a trial run?

4 A Yes, sir.

5 Q And before that time, I think as you said,  
6 the fuel adjustment changed on a monthly basis?

7 A That is correct.

8 MR. BOYD: That's all I have, Commissioner.

9 MR. LAMONT: No redirect.

10 COMMISSIONER GUNTER: Let me ask, so I'm  
11 really squared away here. On 1000 kilowatt hour basis  
12 in December of '82, which would include the elements of  
13 the customer charge, kilowatt hour charge, fuel charge  
14 and a conservation charge, what was your rate?

15 WITNESS NIXON: \$70.56.

16 COMMISSIONER GUNTER: \$70.56. All right.  
17 Now, in April of 1991, with the elements of the  
18 customer charge, the kilowatt hour charge, the fuel  
19 charge, ECCR, and is Crystal River running today?

20 WITNESS NIXON: Absolutely.

21 COMMISSIONER GUNTER: Okay. And with the  
22 nuclear decommissioning charge, what would your 1000  
23 kilowatt hour rate be?

24 WITNESS NIXON: \$71.84.

25 COMMISSIONER GUNTER: \$71.84. All right.

1 Thank you, the witness is excused.

2 (Witness Nixon excused.)

3 COMMISSIONER GUNTER: All right. Let me take  
4 a little inventory. On Lloyd Brummer, how long do you  
5 that will take?

6 MR. LAMONT: I don't intend to call him.

7 COMMISSIONER GUNTER: How long have you got  
8 for him?

9 MR. BOYD: You said you don't intend to call  
10 him?

11 MR. LAMONT: No, I don't.

12 COMMISSIONER GUNTER: You don't intend to  
13 call him? All right. We might be able to take a lunch  
14 break. How long do you have for Mr. Geller?

15 MR. LAMONT: Probably no more than 30  
16 minutes.

17 COMMISSIONER GUNTER: All right. On your  
18 direct of Mr. Geller?

19 MR. BOYD: Direct will be very brief, we're  
20 going to do a brief summary.

21 COMMISSIONER GUNTER: All right.

22 MR. PALECKI: Staff has 15 minutes.

23 COMMISSIONER GUNTER: So we have an hour.  
24 How about Susan Tucker?

25 MR. LAMONT: Let me back up on Mr. Geller,



1 probably not more than 20 minutes and I'd say not more  
2 than 10 or 15 for Ms. Tucker.

3 COMMISSIONER GUNTER: All right.

4 MR. PALECKI: Staff has 15 minutes for  
5 Ms. Tucker.

6 COMMISSIONER GUNTER: All right. Since we  
7 moved so fast -- we moved so slow to the first one, it  
8 scared us. We moved so fast on the second one, we are  
9 going to take a little short lunch break. Because  
10 there's not -- this is a difficult place to get  
11 anything except -- sort of scares me what is down the  
12 hall down there. But we'll take about -- we'll come  
13 back here at 12:20.

14 (Whereupon, lunch recess was taken.)

15 - - - - -

16 (Transcript follows in sequence in Volume II.)

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FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET

NO. 910056-PH EXHIBIT NO. 1  
COMPANY/

WITNESS: Falk

DATE: 4-19-91

TRANSMITTAL  
LETTER

Florida Public Service Commission  
101 East Gaines Street  
Tallahassee, FL 323999-0867

Dear MS. Nichols:

I am filing the enclosed complaint to seek redress from the H. Geller Management Company for overcharges in the cost of Gas and Electricity supplied to our condominium building starting in January 1980 and continuing to date.

Enclosed is a statement of complaint and a 4 page summary of the actions of the management company including our efforts to correct the situation in the civil courts. Also included are 11 Exhibits supporting the alleged violations.

The management company's handling of two Florida Power rate increases in 1982 and 1983 also affected the unit owners in all the other buildings in the complex that existed at the time of the increases as well as those in our building.

The Commission's early investigation into my alleged violations will be deeply appreciated.

Very truly yours,



John F. Falk, N.J.P.E. 07326.

Enclosure: Bound copy of complaint and supporting documents.

cc. Florida Power Company, Att. Mr. James McGee, Legal and  
Mr. Samuel F. Nixon, Rate Design.

COMPLAINT

complex comprising some 33 buildings and 2 clubhouses. These services include all grounds maintenance, cleaning the public access areas of all buildings and various utilities such as electricity, gas, water, sewer, trash collection, insurance and other items shown in an estimated budget (EXHIBIT I) for monthly maintenance fees to owners in the Jefferson Building.

2. I allege that the company has in fact resold electricity and gas to the Jefferson Building owners at a profit since January 1980. This only becomes apparent when annual bills for these utilities is compared to the (EXHIBIT I) budget estimates.
3. I also allege that the company erroneously calculated the rate increase percentages for Florida Power Company rates effective January 1, 1982 and February 27, 1983. These miscalculations added to the unauthorized profit on the sale of electricity from both the Jefferson and other building unit owners.
4. The monetary value of the erroneously calculated increases, through June 30, 1988, amounts to an unauthorized profit of more than \$170,000 from unit owners of the buildings that existed on the dates of those increases. I believe that the sheer magnitude of the unauthorized profit warrants action by our Public Service Commission.

BACKGROUND



the Fall of 1981 when myself and two other unit owners had doubts as to the validity of certain budget items included in (EXHIBIT I) which was part of the "Offering Statement" associated with the sale of condominium units in the 48 unit Jefferson Building. The monthly maintenance charge for each category of unit, i.e. one bedroom, two bedroom, inside corner etc. stem from the proposed budget. These charges, then, are reflected in a Maintenance Contract (EXHIBIT II) which each Jefferson unit buyer signed as a condition of ownership.

2. Mr. Larges of the management company provided me with the KWH used on the Jefferson building electric "house" meter for the year 1980. Using this data, I calculated the cost for service to be \$1,1151.22 compared to the budgeted cost of \$2,160.00. This confirmed our doubts of budget validity and we decided to try to find a means to force an accounting of how our money for maintenance was actually being spent.
3. (EXHIBIT III) was received, covering rate increases for Trash Disposal and Electricity retroactive to January 1, 1982. The Electricity increase has been miscalculated to the advantage of the management company. I met with Mr. Larges and showed him the content of (EXHIBIT IV) showing that only one 5% increment was warranted and requested that he modify the way he calculated. He vehemently insisted that he was correct.
4. (EXHIBIT V) was received in March 1983 covering a rate change for Electricity, again miscalculated much to the advantage of the management company. When Mr. Larges was presented with the contents of (EXHIBIT VI), he again stated that his method was correct and I just did not understand simple arithmetic.

5. My letter (EXHIBIT VII) of June 9, 1983 to the management company, requested recalculation of the 1982 and 1983 rate increases and a refund to the unit owners for overcharges. The letter was never answered and no refunds ever made.
6. Frustrated with the management company ignoring our efforts, in the Fall of 1983, we invited all Jefferson unit owners to join us in an attempt to force an audit of our maintenance charges. Four unit owners had enough faith to financially support the effort. Thus with 7 members and \$2,100.00, the AUDIT GROUP was started and retained Attorney David Bacon.
7. The premise of our claim for audit rested on the fact that we were being charged a "Management Fee" in the proposed budget (EXHIBIT I). Suit was filed in the Circuit Court in the Spring of 1984. Months of legal jousting, i.e. motions, depositions, etc. ended with an out of court settlement as shown in (EXHIBIT VIII). This permitted our governing body, Association # 15, to audit 6 pass through items, insurance, water, sewer, gas, trash disposal and electricity.
8. Prior to beginning the audit, a meeting was convened in the office of the management company. Attending were Mr. H. Geller, Mr. F. Larges of the management company and their attorney Michael J. Keane. The AUDIT GROUP represented Association # 15, comprised of John F. Falk N.J.P.E., Roy E. Brummer N.Y. CPA and Leonard Yarmus, Realty broker and Builder, all currently retired from business. It was agreed that the audit cover the years 1980 through 1984. Mr. Falk raised a question concerning electric bills for street lights, sprinkler pump, clubhouse or any other common facilities. Mr. Geller, very vehemently said that they were none of our business. We were only responsible for the electric meter in the Jefferson building.

9. The audit was performed by Mr. Brummer in the management company conference room with Mr. Falk assisting. The audit ran smoothly except for some missing gas and water bills. The management company was able to get copies of missing bills expeditiously permitting timely conclusion of audit.
10. The cost of gas and water for the Jefferson building had to be calculated as a proportionate share of the total bills. (EXHIBIT IX) is a diagram of the water and gas distribution systems that supply the Jefferson building. This indicates that 48/total units in the complex represents the Jefferson cost of water. However, management company use of water in 4 swimming pools and clubhouse cannot be apportioned and it was concluded that the error is essentially insignificant. The cost of gas for the Jefferson building is determined as 48/total units in 16 Terrace Park buildings.
11. A significant use of gas and water is represented by the use of public laundries in the various buildings. The expense of these is a management company responsibility set forth in the Maintenance Contract (EXHIBIT II), paragraph XV. The easiest determination of laundry gas and water use can be made from translating annual coin laundry income into machine use. The manufacturers data then permits translation into water and gas consumption. However, the management company claims that such income is not identifiable. The audit group then conducted a 6 month study of laundry usage in the Jefferson building and determined the average unit use of public laundries per week. The water and gas bills were then reduced to reflect a true determination of costs for the Jefferson building.

12. The audit results, corrected for public laundry use, are shown on (EXHIBIT X) for each of the 5 audited years. They demonstrate to us that, in essence, gas, electricity and water have been provided at a profit for management during that period and continuing to date. Unfortunately, there is no contractual requirement to reduce any of the charges when a utility such as Florida Power manages a rate reduction as recently happened.
13. The decision to sue in civil court for the recovery of the overcharges was made by the AUDIT GROUP. The results have been far from successful, unfortunately. Three small claims were filed and withdrawn during the period 1985 through 1988. The first because one of three plaintiffs was physically unable to testify in court. The second because the complaint was too narrowly defined and the judge ruled that budgetary overcharges were not contractual violations. However, in the process of preparing for trial, we asked Florida Power to validate our calculations contained in (EXHIBITS IV & VI). Their letter (EXHIBIT XI) dated February 26, 1987 confirms the correctness of the AUDIT GROUP calculations.
14. The third and last suit was withdrawn in January 1988 after the management company president convinced our attorney that if we won our case, we should be prepared to finance appeals through at least 2 higher levels in the judiciary system. Our attorney explained that supporting the first level of appeal would cost many thousands of dollars, most of which would not be recoverable. The second level of appeal, if we won the first, would require many more thousands of dollars. Again, the bulk of this money would not be recoverable.
15. Economic sense prevailed and we decided that our 7 year effort became a memorable failure. However, the Florida Power letter (EXHIBIT XI) pointed out that reimbursement beyond actual cost constitutes a prohibited resale of electricity. We, therefore, ask that our Florida Public Service Commission take on the task of correcting the H. Geller Management Company.

EXHIBIT I

Approximate additional expenses:

Stationery and stamps	150.00
Land sales fee	24.00
Miscellaneous expense	50.00
	<u>\$ 224.00</u>

APPROXIMATE TOTAL

\$ 41,408.00

RESERVE AMOUNTS

Roof	2.00	24.00
Parking lot (resurface)	1.75	21.00 ✓
Paint (exterior)	.50	6.00
	<u>\$ 4.25</u>	<u>\$ 51.00</u>

Note: The vertical and horizontal lines have been added for clarity.  
Otherwise this is a copy from the (Blue Book)

EXHIBIT II





SEPTEMBER, 1979, by and between H. GELLER MANAGEMENT CORP., a Florida Corporation, party of the first part, hereinafter called the "Service and Maintenance Contractor", and TERRACE PARK OF FIVE TOWNS, NO. 15, INC. a non-profit corporation existing under the laws of the State of Florida, party of the second part, hereinafter called the "Association".

W I T N E S S E T H:

WHEREAS, the parties hereto desire to enter into an Agreement for the performance of maintenance and provide designated services as hereinafter described in behalf of TERRACE PARK OF FIVE TOWNS NO. 15, a Condominium.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, each to the other in hand paid, the receipt whereof is hereby acknowledged, the parties agree as follows:

I. That this Service and Maintenance Agreement shall run from the 1st day of January, 1979, to the 1st day of January, 1993.

II. The Service and Maintenance Contractor shall provide the following services:

(a) Carry and pay for public liability insurance for a minimum coverage of One Million Dollars (\$1,000,000.00) single bodily injury and/or property damage; and insurance covering fire and extended coverage on the building consisting of forty-eight (48) units as provided for and subject to all of the conditions of paragraph 17 of the Declaration of Condominium, save and except Paragraph 17(b)(3). It is specifically understood by all parties herein that insurance covering fire and extended coverage on the building shall cover the physical building itself as shown in the original architectural plans, together with the common elements thereon, but shall not cover extras installed at the expense of the unit owners such as paneling, wallpaper and awnings, shutters and screens on patios, balconies and carports, nor the personal effects and/or personal property of the condominium unit owner, such as rugs (standard carpeting supplied by Developer is insured by Service and Maintenance Contractor), drapes and curtains, furniture and other items commonly included within the homeowners policy. The amount of insurance coverage provided under the Service and Maintenance Contract shall be as determined between the Service and Maintenance Contractor and the insurance company being utilized at the time and satisfactory to same. The Service and Maintenance Contractor shall not be responsible for providing additional coverage, but the Board of Directors of the Condominium Association shall supply, from time to time, at its own expense, additional coverage and should the insurance company request additional insurance, then said additional coverage shall be paid for by the unit owners. The maintenance fee for each unit owner will be subject to conditions and fee adjustments for insurance coverage as specified in Paragraph VI. All insurance policies supplied by the Service and Maintenance Contractor carry a \$100.00 deductible clause which would apply to each claim and said deduction shall be borne by the Association.

(b) Shall furnish gas for cooking and heating to each individual condominium unit, and shall supply the condominium units

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EXHIBIT "B"

(e) Shall be responsible for the maintenance and service of the television antenna and the amplifier servicing the various condominium units, but not the replacement of same.

(f) Shall provide garbage and trash collections, which collections shall be limited to two pickups per week, subject to the conditions and fee adjustments as specified in Paragraph VI.

(g) Shall furnish the necessary repairs and maintain the exterior appearance of the condominium building against ordinary wear and tear, and shall be responsible only for painting exterior doors and any other exterior trim surfaces, but shall not be responsible for repainting any exterior masonry of the said building and/or public walkways and exterior walls.

(h) Shall agree to keep the condominium building and the areas included in the common elements "broom swept" clean, and shall maintain the utility rooms situated in the building(s).

(i) Shall provide the following roof maintenance:

(A) From time to time, should minor leaks occur in the roof, then it shall be the responsibility of the Service and Maintenance Contractor to repair said minor leaks, limited to a cost of One Hundred Dollars (\$100.00) within a six (6) months period. In no instance is it to be construed that the Service and Maintenance Contractor is responsible for replacement necessitated by damage caused by storm, wind, hurricane, frost, freezing, vandalism and/or natural causes.

(B) Shall keep roof broom swept, which shall not include the replacement of said roof.

(j) Shall cause to contract with a qualified maintenance elevator company wherever applicable for the service and

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recreational area to be used by the condominium unit owners for recreational and social purposes, under the supervision and control of the Service and Maintenance Contractor; however, ownership of such recreational area shall remain with the Developer and/or Service and Maintenance Contractor and shall have the exclusive right to use said recreational area for promotional purposes. The recreation area shall consist of the following facilities: shuffle-board courts, swimming pools, recreational hall, billiard room, sauna baths, steam rooms and meeting rooms. Kitchen facilities are located within the recreational hall. The Service and Maintenance Contractor agrees to provide one person who will have the sole right and responsibility for the scheduling of all functions which are programmed for the various recreational facilities provided for herein for the condominium unit owners, or the Developer and/or Service and Maintenance Contractor, and also will be responsible for scheduling all functions programmed by the different clubs and/or organizations that may be formed by those living within the condominium complex. Nothing herein contained shall be construed to require the Service and Maintenance Contractor to oversee the various programs initiated by the clubs or organizations, or supply any items or requirements for the performance and functions of said clubs or organizations, such as billiard table tops, etc. The Service and Maintenance Contractor has the right to provide for such recreation facilities through contractual agreement with another party, i.e. the owner of the recreation facilities, but at no additional cost to unit owners.

III. The Service and Maintenance Contractor recognizes that from time to time various clubs and/or organizations may be formed by the condominium unit owners wherein said organization may require their members to pay nominal dues and fees for the financial assistance in the performance of their functions; and, it is to be specifically understood that the Service and Maintenance Contractor shall in no way be responsible for the collection of these dues and/or fees or the enforcement of the same; but, however, any such fees and dues assessed by the various clubs and/or organizations referred to herein shall be subject to the approval at all times of the said Service and Maintenance Contractor. All functions and activities shall at all times be conducted within the constraints of Government regulations, and the rules as outlined in this Service and Maintenance Agreement.

IV. That the Service and Maintenance Contractor covenants and agrees, subject to insurance conditions and fee adjustments as provided in Paragraph VI, to procure and keep in force public liability and workmen's compensation insurance to protect the Service and Maintenance Contractor and the Association from any claim or damage to persons or property or for an injury to any employee of Service and Maintenance Contractor incurred while Service and Maintenance Contractor or its workmen are performing any duties under the terms of this Agreement for a minimum coverage of One Million Dollars (\$1,000,000.00) single limit bodily injury and/or property damage.

V. The Service and Maintenance Contractor shall not under any circumstances be liable under or by reason of this Agreement,

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VI. It is understood and agreed that the expense of this Service and Maintenance Contract shall be borne by each condominium parcel owner in the condominium and apportioned as follows:

UNIT CATEGORIES

Category A: 106, 107  
206, 207  
306, 307  
406, 407

Category B: 105, 108  
205, 208  
305, 308  
405, 408

Category C: 103, 104, 109, 110  
203, 204, 209, 210  
303, 304, 309, 310  
403, 404, 409, 410

Category D: 102, 111  
202, 211  
302, 311  
402, 411

Category E: 101, 112  
201, 212  
301, 312  
401, 412

SCHEDULE OF INITIAL MONTHLY SERVICE  
AND MAINTENANCE FEES

Category A . . . . . \$64.00

Category B . . . . . \$71.00

Category C . . . . . \$73.00

Category D . . . . . \$73.00

Category E . . . . . \$75.00

The above schedule of Initial Service and Maintenance Fees shall continue through December 31, 1979, at which time the rates shall be increased \$3.00 per month commencing January 1, 1980.

through the balance of the contract, i.e. through December 31, 1992 based on the individual unit owner's percentage of ownership of the common elements as follows:

Category A - The increase shall be the sum of \$ 2.70 commencing January 1, 1981 and an increase of \$ 2.70 per month on the first day of each January thereafter for the term of the contract.

Category B - The increase shall be the sum of \$ 2.98 commencing January 1, 1981 and an increase of \$ 2.98 per month on the first day of each January thereafter for the term of the contract.

Category C - The increase shall be the sum of \$ 3.06 commencing January 1, 1981 and an increase of \$ 3.06 per month on the first day of each January thereafter for the term of the contract.

Category D - The increase shall be the sum of \$ 3.06 commencing January 1, 1981 and an increase of \$ 3.06 per month on the first day of each January thereafter for the term of the contract.

Category E - The increase shall be the sum of \$ 3.14 commencing January 1, 1981 and an increase of \$ 3.14 per month on the first day of each January thereafter for the term of the contract.

The monthly maintenance fee for each condominium parcel owner shall be increased as provided for hereinafter to

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the common elements and irrespective of the amount of time each apartment is occupied by the unit owner or any person authorized to reside therein. The increases shall be according to the following schedule for the duration of the contract:

(a) Sewer: In the event that the County of Pinellas, which is presently furnishing the sewer service to the said condominium units, increases its rate, such increase per unit will be added to the maintenance fee for each unit effective the first month following such increase. Such increase shall be proportionate to each unit owners' percentage of ownership of the common elements as set forth herein. There shall be no increase in the amount of the management fee for this increase.

(b) Water: In the event that the County of Pinellas, which is presently furnishing the water to the said condominium units, increases its rate per gallon by an amount equal to five percent (5%) of the rate per gallon being charged as of the first day of January 1980, such increase will be apportioned among the condominium units by the addition to the monthly maintenance fee, beginning with the month following such increase, the sum of \$8.00 to be paid by the Association, which sum shall be proportioned to each unit owner predicated upon each unit owners' percentage of ownership of the common elements as set forth herein. There shall be no increase in the amount of the management fee for this increase. For each increase of the rate per gallon equaling five percent (5%) made by the said County, the maintenance fee shall be increased as hereinabove set forth.

(c) Gas: In the event that Florida Gas Company, which is presently furnishing gas to the said condominium units, increases its rate per B.T.U. by an amount equal to five percent (5%) of the rate per B.T.U. being charged as of the first day of January, 1980, such increase will be apportioned among the condominium units by the addition to the monthly maintenance fee, beginning with the month following such increase, the sum of \$17.00 to be paid by the Association, which sum shall be proportioned to each unit owner predicated upon each unit owners' percentage of ownership of the common elements as set forth herein. There shall be no increase in the amount of the management fee for this increase. For each increase of the rate per B.T.U. equaling five percent (5%) made by the said Company, the maintenance fee shall be increased as hereinabove set forth.

(d) Electricity: In the event that Florida Power Corporation, which is presently furnishing electricity to the said condominium units, increases its rates per KWH by an amount equal to five percent (5%) of the rate per KWH being charged as of the first day of January, 1980, such increase will be apportioned among the condominium units by the addition to the monthly maintenance fee, beginning with the month following such increase, the sum of \$15.00 to be paid by the Association, which sum shall be proportioned to each unit owner predicated upon each unit owners' percentage of ownership of the common elements as set forth herein. There shall be no increase in the amount of the management fee for this increase. For each increase of the rate per KWH equaling five percent (5%) made by the said Corporation, the maintenance fee shall be increased as hereinabove set forth.

(e) Trash: In the event that the present private contractor or its successor or successors furnishing such trash

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monthly maintenance fee, beginning with the month following such increase, the sum of \$10.00 to be paid by the Association, which sum shall be proportioned to each unit owner predicated upon each unit owners' percentage of ownership of the common elements as set forth herein. There shall be no increase in the amount of the management fee for this increase. For each increase of the rate per receptacle equaling ten percent (10%) made by the said Company, the maintenance fee shall be increased as hereinabove set forth.

(f) Insurance: In the event that any insurance company that is providing insurance coverage as required by the Service and Maintenance Contractor on said condominium property raises its rates by an amount equal to five percent (5%) of the rate being charged "per \$1,000.00 of insurance coverage" as of the first day of January, 1980, such increase will be apportioned among the condominium units by the addition to the monthly maintenance fee, beginning with the month following such increase, the sum of \$10.00 to be paid by the Association, which sum shall be proportioned to each unit owner predicated upon each unit owners' percentage of ownership of the common elements as set forth herein. There shall be no increase in the amount of the management fee for this increase. For each increase of the rate being charged equaling five percent (5%) made by the insurance company, the maintenance fee shall be increased as hereinabove set forth.

If there should be a need for an increase in the amount of insurance coverage because inflation would create a higher replacement cost for the building, then such increase in insurance premium cost shall be borne by the condominium parcel owner, and cost of same shall be proportionate to each unit owner's percentage of ownership of the common elements as set forth herein; and paid monthly to the Service and Maintenance Contractor. The initial amount of insurance coverage to be used as a base for calculating any additional costs to the Association and/or unit owner will be \$ 825,000.00.

The Board of Directors shall have the right to assess the condominium parcel owner for any and all fees required to maintain a volunteer fire protection service, and said fee may be paid once annually.

The primary obligation, however, for the payment to the Service and Maintenance Contractor shall be by the condominium owners individually. Each owner of a condominium unit shall be responsible for payment to the Service and Maintenance Contractor in an amount as provided for in the schedule set forth herein, which sum shall be payable monthly as of the date of closing and/or date of occupancy of the condominium unit, whichever will occur first. That in the event the owner of the condominium unit fails to pay the specified amount charged to the designated unit which he owns, to the Service and Maintenance Contractor on or before the tenth day of each month, then the Service and Maintenance Contractor shall be authorized to discontinue and terminate any one or all of the services to such unit that are provided for by the Service and Maintenance Contractor until said owner shall have made full payment in accordance with the terms and conditions of this Agreement. However, it is specifically understood that the Service and Maintenance Contractor shall be authorized during the term of this Agreement to delegate the authority of the collection by the Service and Maintenance Contractor from the various condominium owners to the said Association. That in the event such a delegation is made by the Service and Maintenance Contractor, the payment due to the Service and Maintenance Contractor by the Association shall be in the gross amount as above indicated monthly, and shall be payable on the first day of each and every month commencing from the date

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to charge an annual interest rate of ten percent (10%) on any and all past due debts until paid in full. The costs incurred in collecting same, including a reasonable attorney's fee, shall be secured by a lien against the condominium unit and all interest therein owned by the members against which the lien is made, and such lien shall arise in favor of the Service and Maintenance Contractor and shall come into effect upon recordation of this instrument and the lien for all such sums due hereunder shall date back to said date and shall be deemed to be prior to and superior to the creation of any homestead status for any condominium parcel and to any subsequent lien or encumbrance, except the lien referred to herein shall be subordinate and inferior to that of an institutional first mortgagee.

VIII. Any unit owner shall have the right prior to construction to install at the unit owners' expense, washers and/or driers in the said unit with the written approval of the Service and Maintenance Contractor and/or Developer, and in the event of such installation, such units shall be charged an additional monthly maintenance fee of Four Dollars (\$4.00).

IX. The Service and Maintenance Contractor may from time to time contemplate erecting and/or providing additional areas to be designated for recreational use. In addition to the area which has now been designated under Paragraph II(k) hereinabove, this may be done by way of an amendment to this Service and Maintenance Agreement, which amendment shall be filed among the public records of Pinellas County, Florida, and such amendment need be executed and acknowledged only by the Service and Maintenance Contractor named herein and need not be approved by the Association, unit owners, or lienors or mortgagees of units of the condominium, whether or not elsewhere required by amendments. Nothing herein shall be construed as obligating the Service and Maintenance Contractor to either erect and/or provide additional area to be designated for recreational use other than that which is already provided for hereinabove in Paragraph II(k).

X. The Service and Maintenance Contractor's compensation (included as part of the monthly maintenance fee as set forth in Paragraph VI hereof) for the services including administrative costs, shall be the sum of \$480.00 per month, with a total annual amount of \$5,760.00, payable monthly in advance at the rate of \$10.00 per month, per unit, with a total annual amount of \$120.00 per unit.

XI. The Service and Maintenance Contractor's Responsibilities and Duties.

A. Definitions. As used herein the following subheadings shall have the following meanings:

(1) TIME: Shall mean the time schedule for the performance of the services designated.

(2) MANAGEMENT FEE: Shall mean the designated cost per month per unit as the management fee to supervise and perform services performed under the Management Contract. The costs of the monthly management fee per unit of \$10.00 is included in the schedule of maintenance fees as set forth in Paragraph VI hereof, and is part thereof.

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MANAGEMENT FEE: \$1.60.

COST: Request postage and stationery.

PERSONNEL: One part-time clerk.

SUPERVISION: One part-time Manager.

(2) Cause the property to be maintained according to the standards as set forth in the Service and Maintenance Contract, including landscaping, cleaning, maintenance and such repair work as may be necessary, subject to the provisions of the condominium documents.

TIME: As required.

MANAGEMENT FEE: \$1.75.

COST: Costs as provided for services specified in the Service and Maintenance Contract.

PERSONNEL: As required.

SUPERVISION: One part-time manager

COST: Costs as provided for services specified in the Service and Maintenance Contract.

PERSONNEL: One part-time person.

SUPERVISION: One part-time manager.

(6) Supervise and cause to be placed and kept in force all insurance necessary to protect unit owners as required by the Service and Maintenance Contract. Refer to Paragraph II, Page One of this Agreement herein.

TIME: Annually or as otherwise required.

MANAGEMENT FEE: \$.25.

COST: Cost as provided for insurance coverage as specified in the Service and Maintenance Contract. Refer to Paragraph II, Items (a) and (f), Pages 1 and 3 of this Agreement herein.

PERSONNEL: None.

SUPERVISION: One part-time manager.

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TIME: As required.

MANAGEMENT FEE: Included in item 6 above.

COST: None.

PERSONNEL: None.

SUPERVISION: One part-time manager.

(8) Cause to be paid regularly and punctually:

(a) All utility charges as provided in the Service and Maintenance Contract.

TIME: As required.

MANAGEMENT FEE: \$2.50.

COST: Postage as required.

PERSONNEL: One part-time clerk and one part-time accountant.

SUPERVISION: One part-time manager.

(9) Investigate, hire, pay, supervise and discharge the personnel necessary to be employed in order to properly maintain and operate the property. Such personnel shall, in every instance, be independent contractors or in the employ of the Service and Maintenance Contractor.

TIME: As required.

MANAGEMENT FEE: \$3.00.

COST: As required.

PERSONNEL: As required.

SUPERVISION: One part-time manager.

(10) Maintain all television antennas and amplifiers servicing the various condominium units. Refer to Page 2, paragraph (e) of this Agreement herein.

TIME: As required.

MANAGEMENT FEE: \$.15.

(e) shall not be responsible for repairing, replacing or cleaning any screens or windows or sliding glass doors. The service and Maintenance Contractor shall only be responsible for

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TO HIS PAYMENT OF HIS MONTHLY MAINTENANCE FEES, SO LONG AS THE MAINTENANCE COMPANY IS FULFILLING ITS OBLIGATIONS UNDER THE TERMS OF THIS MAINTENANCE AGREEMENT.

(f) Shall not be responsible for furnishing the supplies, repairs and replacement of the billiard tables and shuffleboard courts placed in or upon said recreational premises. Such repairs, supplies or replacements being the responsibility of the billiard or shuffleboard clubs that may be formed by the condominium unit owners, or the Associations of the Condominiums who have privilege to said facilities.

XV. Vending Machines and Coin Laundries:

(a) The Service and Maintenance Contractor shall have the sole right to maintain, own and operate vending machines and automatic coin laundries and driers on the premises and all income from said machines shall belong to the Service and Maintenance Contractor and any expenses in connection with the said operation shall be paid by the Service and Maintenance Contractor, and all charges shall be reasonable and in accordance with the average rates and charges for similar services.

XVI. Covered Parking Spaces:

(a) The owner of a condominium unit may upon closing or any time thereafter during the term of this Service and Maintenance Agreement buy and have constructed by the Service and Maintenance Contractor and/or Developer a covered or sheltered parking space. The construction and installation of said covered or sheltered parking spaces must be contiguous to one another. No installation will start until a minimum of ten (10) carports have been contracted for. Fifty percent (50%) of contract amount to be paid at time of purchase.

(b) Condominium owners shall pay the sum of Two Dollars (\$2.00) per month to the Service and Maintenance Contractor, which sum shall be payable the first day of each and every month commencing from the date of closing or occupancy of the covered or sheltered parking space, whichever shall occur first. For this fee, the Service and Maintenance Contractor shall provide service for keeping the parking area of said covered or sheltered are broom-swept clean and from time to time shall paint the non-aluminum upright supports of said covered or sheltered space, subject, however, to ordinary wear and tear, and the Service and Maintenance Contractor shall not be responsible for any replacement or repair of said covered or sheltered parking space or for damage done by others such as vehicles, willful destruction or any acts of God, but not limited thereto. The Service and Maintenance Contractor shall not be responsible for property damage and liability insurance covering the covered or sheltered parking spaces. Any public liability coverage on said carports shall be the responsibility of the individual carport owners or the Association.

An alteration and additions policy is available to condominium unit owners (called H06) through your Home Owners Policy.

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Herman Geller  
Robert J. Geller  
Herman Geller  
Robert J. Geller

Herman Geller, President  
Attest: Robert J. Geller  
Robert J. Geller, Secretary

TERRACE PARK OF FIVE TOWNS  
NO. 15, INC.

By Jerry W. Jones President  
Jerry W. Jones, President  
Attest: Helene Szabries  
Helene Szabries, Secretary

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_ by HERMAN GELLER and ROBERT J. GELLER, President and Secretary respectively of H. GELLER MANAGEMENT CORP., a Florida corporation; and by JERRY W. JONES and HELENE SZABRIES, President and Secretary respectively of TERRACE PARK OF FIVE TOWNS, NO. \_\_\_\_, INC., a non-profit Florida Corporation, all on behalf of said corporations.

\_\_\_\_\_  
Notary Public

I (or we), the undersigned Buyer(s) have read the foregoing Service and Maintenance Agreement and I (or we) approve and consent to the terms and conditions set forth therein and further agree to abide by all the conditions and covenants as set forth in said Service and Maintenance Agreement.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
LAW OFFICES  
PARKER AND PARKER  
3000 CENTRAL AVENUE  
POST OFFICE BOX 15000  
Buyer  
Date \_\_\_\_\_

EXHIBIT III

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## UTILITY RATE INCREASES

### GAS

The gas utility rate has increased from \$.3235 per therm of gas used to \$.3876 per therm. This is a 19.8% increase in the rate charged.

The rate increase in the maintenance fee is \$17.00 for each 5% of utility rate increase. This rate increase extended equals \$51.00. Based on your percentage of ownership (2.1353 %) your portion of this increase equals \$10.81.

### ELECTRIC

The electric utility rate has increased from \$48.85 per kilowatt hour of electricity used to \$55.77 per kilowatt hour. This is a 19.0% increase in the rate charged.

The rate increase in the maintenance fee is \$15.00 for each 5% of utility rate increase. This rate increase extended equals \$45.00. Based on your percentage of ownership (2.1353 %) your portion of this increase equals \$9.64.

### TRASH DISPOSAL

The service charge for trash disposal has increased from \$41.00 per container per month to \$47.15 per container per month. This is a 15% increase in the rate charged.

The rate increase in the maintenance fee is \$10.00 for each 10% of rate increase. The rate increase extended equals \$10.00. Based on your percentage of ownership (2.1353 %) your portion of this increase equals \$2.13.

The total rate increase for these utilities and services is \$22.58 per month. This increase is retroactive to January 1, 1982.

In light of this increase, \$45.00 is due to bring your maintenance fee up to date through February 28, 1982.

EFFECTIVE MARCH 1, 1982 YOUR NEW MAINTENANCE FEE IS \$87.31.

01454 : 31.24		DUE		132.12	
H-111		SERVICE ADDRESS 5705 80TH ST N HSE			
DEMAND					
DELINQUENT AFTER 5:00 P.M.		SEE REVERSE SIDE FOR CODES			
ON		CONST.		ACCOUNT NUMBER	
JAN 20 81				02 1872 23001	

New Rate Calculations:

-Fuel Cost Adjustment:	195.12
	32.60
	<u>162.52</u>

$\$162.52 \div 2916 = \$0.55734/\text{KWH}$

New Rate	.5578
Old Rate	.4685
Increase	<u>.0893</u>

Calculation for percentage of increase:

$$.4685 \times (x\%) = .0893$$

$$x\% = .0893 \div .4685$$

$$x = .1906$$

Percentage of increase is 19.0%

01118 : 32.60		AMOUNT DUE		195.12	
Ken		SERVICE ADDRESS 5980 80TH ST N HSE			
DEMAND					
DELINQUENT AFTER 5:00 P.M.		SEE REVERSE SIDE FOR CODES			
ON		CONST.		ACCOUNT NUMBER	
JAN 20 82		18		02 1991 09501	

Old Rate Calculations:

-Fuel Cost Adjustment:	132.12
	31.29
	<u>100.83</u>

$\$100.83 \div 2152 = .4685/\text{KWH}$

EXHIBIT IV

ANALYSIS OF  
1982 ELECTRICITY  
RATE INCREASE

COMPANY  
DIVISION

AUDIT GROUP  
CALCULATION

1/20/82 Bill \$ 195.12 for 2,916 KWH

1/20/81 Bill \$ 132.12 for 2,152 KWH

<u>1982</u>		<u>1981</u>		<u>1982</u>	
KWH	Cost	KWH	Cost	KWH	Cost
	195.12		132.12		195.12
Fuel	Cost				
	-32.60				
	<u>162.52</u>				
		KWH	2,152	KWH	2,916
$\frac{162.52}{2916} = .5578$	/ KWH	$\frac{132.12}{2152} = .06139$	/ KWH	$\frac{195.12}{2916} = .06691$	/ KWH
.5578 / KWH		New Rate	.06691 / KWH		
.4685 / KWH		Old Rate	.06139 / KWH		
<u>.0893 / KWH</u>		Increase	.00552 / KWH		
$\frac{.0893}{.4685} = .1906$		% Increase = $\frac{.00552}{.06139} = .0899$			
19.0 %		Increase	8.99 %		
Increments	\$ 45.00	One 5 % increment	\$ 15.00		

s \$ 30.00 / month from 1/1/82 to date for Jefferson Building.

CALCULATION COMPARISON

EXHIBIT V

March 14, 1983

ELECTRIC UTILITY RATE INCREASE

TO: UNIT OWNERS,

The base rate for electric energy, with all station and conservation adjustments removed, has increased from 2.807¢ per kilowatt hour to 3.811¢ per kilowatt hour. This is a 35.768% increase in the rate charged by Florida Power Corporation.

The increase in the maintenance fee is \$15.00 for each 5% of utility rate increase. This rate increase extended equals \$105.00. Based on your percentage of ownership, (2.1253%), your portion of the increase equals \$2.23.

As this increase was effective as of February 27, 1983 from Florida Power Corp., your maintenance fee beginning April 1st will be increased by the amount indicated.

YOUR NEW MAINTENANCE FEE BEGINNING APRIL IS \$ 91.13

If you have any questions regarding this increase, please check with your Association President.

Thank you for your co-operation.

H. Geller Management

~~WTL~~



1 ECT ALL INQUIRIES TO: (813)895-8711  
P.O. BOX 67  
6129 PARK BLVD  
PINELLAS PARK, FLA. 34290

RS-1 01 RESIDENTIAL SERVICE  
FACILITIES CHARGE 5.00  
ENERGY CHARGE  
KWH @ 2.862¢  
FUEL CHARGE  
KWH @ 3.442¢

TOTAL ELECTRIC COST

INTERIM RATE ADJUSTMENT

TOTAL DUE THIS STATEMENT

DEPOSIT ON ACCOUNT - NONE -

DELINQUENT AFTER 5:00 P.M. MAR 20 83

NOTE: The energy charge of 2.862¢ includes an energy conservation charge of .055¢.

2.862¢

-0.055¢ energy conservation charge

2.807¢ actual energy charge

----- ENERGY CONSERVATION -----

URING THIS MONTH YOU USED AN AVERAGE OF  
WH PER DAY AS COMPARED TO 21 KWH  
DAY FOR THE SAME MONTH LAST YEAR.

IF YOU NEED SOME HELP TO PLUG COSTLY  
ENERGY LEAKS, CALL ON US. AS PART  
OUR HOME ENERGY FIXUP PROGRAM, WE'LL  
TERMINE WHAT SHOULD BE DONE, ESTIMATE  
S, ARRANGE FOR THE WORK AND EVEN  
PART OF THE COST. FOR MORE  
ORMATION, CALL OUR OFFICE.

KEEP THIS SECTION FOR YOUR RECORDS

DETACH AND RETURN THIS SECTION WHEN MAKING PAYMENT

P.O. BOX 67  
PINELLAS PARK, FLA. 34290

JECT ALL INQUIRIES TO: (813)895-6711  
P.O. BOX 14042  
101 5TH STREET SOUTH  
ST PETERSBURG, FLA. 33733

CITIZENS WHO WILL REQUIRE SPECIAL  
DISTANCE DURING AN EMERGENCY ARE  
REGED TO REGISTER WITH THEIR LOCAL  
FLORIDA CIVIL DEFENSE UNIT. CONTACT  
UNIT IN YOUR AREA FOR COMPLETE  
FORMATION.

----- ENERGY CONSERVATION -----

URING THIS MONTH YOU USED AN AVERAGE OF  
WH PER DAY AS COMPARED TO 3 KWH  
DAY FOR THE SAME MONTH LAST YEAR.  
AGE HAS DECREASED BY 1 KWH PER DAY.

2 HEATING COSTS CAN BE REDUCED  
TO 10% BY WRAPPING YOUR WATER HEATER  
NK IN AN INSULATION BLANKET AND  
CULATING THE WATER PIPES. AS A PART OF  
HOME ENERGY FIXUP PROGRAM, WE WILL  
CARE OF THIS FOR YOU... AND EVEN  
Y PART OF THE COST.

RS-1 01 RESIDENTIAL SERVICE

CUSTOMER CHARGE 5.45

ENERGY CHARGE

KWH @ 3.866¢

FUEL CHARGE

KWH @ 3.442¢

ELECTRIC COST

TOTAL DUE THIS STATEMENT

DEPOSIT ON ACCOUNT - NONE -

DELINQUENT AFTER 5:00 P.M. MAR 24 83

NOTE: The energy charge of 3.866¢ includes an energy  
conservation charge of .055¢.

3.866¢  
- .055¢ energy conservation charge  
3.811¢ actual energy charge

KEEP THIS SECTION FOR YOUR RECORDS

DETACH AND RETURN THIS SECTION WHEN MAKING PAYMENT

P.O. BOX 14042  
ST PETERSBURG, FLA. 33733

Calculation of percentage of rate increase by Florida Power Corporation  
for electric energy.

Old Rate	28.07 / 1000 KWH	(2.807¢/KWH)
New Rate	38.11 / 1000 KWH	(3.811¢/KWH)
Increase	<u>10.04 / 1000 KWH</u>	(1.004¢/KWH)

$$\begin{aligned} (x\%) \quad 28.07 &= 10.04 \\ x\% &= 10.04 \div 28.07 \\ x\% &= 35.768\% \end{aligned}$$

EXHIBIT VI

AUDIT GROUP  
CALCULATION

AUDIT GROUP  
CALCULATION

2/28/83      Energy & Fuel charge    7.308 ¢/KWH

2/23/83 Energy & Fuel charge 6.304 ¢/KWH

Old Rate	\$ 63.04 / 1000 KWH
New Rate	\$ 73.08 / 1000 KWH
	<u>          </u>
	\$ 10.04 / 1000 KWH

$$\% \text{ Increase} = \frac{10.04}{63.04} = .15926$$

Increase 15.93 %

Three 5 % increments      \$ 45.00

Overcharge is \$ 60.00 / month from 4/1/83 to date for Jefferson Building.

EXHIBIT VII



EXHIBIT VIII



RUTH BENDER, ROY BRUMMER,  
JOHN FALK, LILLIANA PENZA,  
LEE WALD, LILLIAN WEISS and  
LEONARD YARMUS,

Plaintiffs,

vs.

H. GELLER MANAGEMENT CORPORATION,

Defendant.

---

SETTLEMENT AGREEMENT

Come now the Plaintiffs, ROY BRUMMER, LEONARD YARMUS and JOHN FALK, and the Defendant, H. GELLER MANAGEMENT CORPORATION, joined by their respective counsel, and make and enter into this Settlement Agreement as a full and complete settlement of the above styled cause.

Whereas, the Defendant, H. GELLER MANAGEMENT CORPORATION, does provide management services for Terrace Park of Five Towns No. 15, Inc., a Condominium Association, pursuant to that certain Service and Maintenance Agreement, which is attached to the Amended Complaint and made a part thereof as Exhibit "B", which services provided by the Defendant include, but are not necessarily limited to the collection of monthly maintenance fees from condominium unit owners on behalf of the Condominium Association (which collection services are provided voluntarily as a courtesy and pursuant to the agreement may be terminated at any time) and the payment of costs for utilities and maintenance of condominium property; and

Whereas the Plaintiffs, ROY BRUMMER, LEONARD YARMUS and JOHN FALK, are owners of condominium units within and which are a part of Terrace Park of Five Towns No. 15 and are members of Terrace Park of Five Towns No. 15, Inc., a Condominium Association, and have brought this their claim to have made

Defendant, H. GELLER MANAGEMENT CORPORATION; and

Whereas, it is the desire and intention of the Plaintiffs and the Defendant to settle the above styled cause by agreeing upon a method and manner to make available certain documents as hereinafter specifically described. It is the specific intent of the parties hereto that the documents to be made available by the Defendant for inspection by the Plaintiffs are those documents pertaining to items which may directly cause an increase from time to time in the maintenance fees pertaining to Terrace Park of Five Towns No. 15, Inc., a Condominium, which items are paid by the Defendant, H. GELLER MANAGEMENT CORPORATION, to third parties from the condominium unit maintenance fees received by the Defendant, and it is not the intent to open for inspection the books and records pertaining to the internal costs of business and operations of H. Geller Management Corporation.

Therefore, in consideration of the premises, the mutual covenants by the parties to be performed, and as full and complete settlement of the above styled cause, it is agreed as follows:

1. PRODUCTION OF DOCUMENTS:

It is hereby stipulated and agreed that the Defendant will make the following documents available for examination by the Plaintiffs at the offices of the Defendant at 8141 - 54th Avenue North, St. Petersburg, Florida:

A. All documents pertaining to gas, electric, sewer, water, and trash/waste disposal utilities provided to Terrace Park of Five Towns No. 15, a Condominium, and which set forth or otherwise include the cost incurred for such services provided to Terrace Park of Five Towns No. 15, a Condominium, for the period of time commencing October 1, 1979 and ending

before the 31<sup>st</sup> day of May, 1985. Plaintiffs shall not remove any original document from the records of the Defendant without the express consent of the Defendant, nor shall the Plaintiffs do any act during their examination of the documents which shall unreasonably interfere with the business and operations of the Defendant corporation.

3. Notwithstanding anything hereunto the contrary, the parties hereby specifically agree and acknowledge that the production of the afore-stated documents to the Plaintiffs are for the sole purpose of settling and resolving the above styled cause, and that the Defendant is not otherwise obligated to make said documents available for examination by any individual unit owner or member of the Condominium Association. The Defendant does agree to make these documents pertaining to those items above listed, available to the Board of Directors of Terrace Park of Five Towns No. 15, Inc., at all times henceforth so long as the Defendant shall manage and pay the maintenance and utility costs of the subject condominium, at reasonable times and upon reasonable notice from the Board of Directors.

4. Upon production by the Defendant of the evidence of costs above described, the parties hereby agree to stipulate to the dismissal of the above styled cause with prejudice and without taxation of costs.

1st 1000  
Karna Hedder

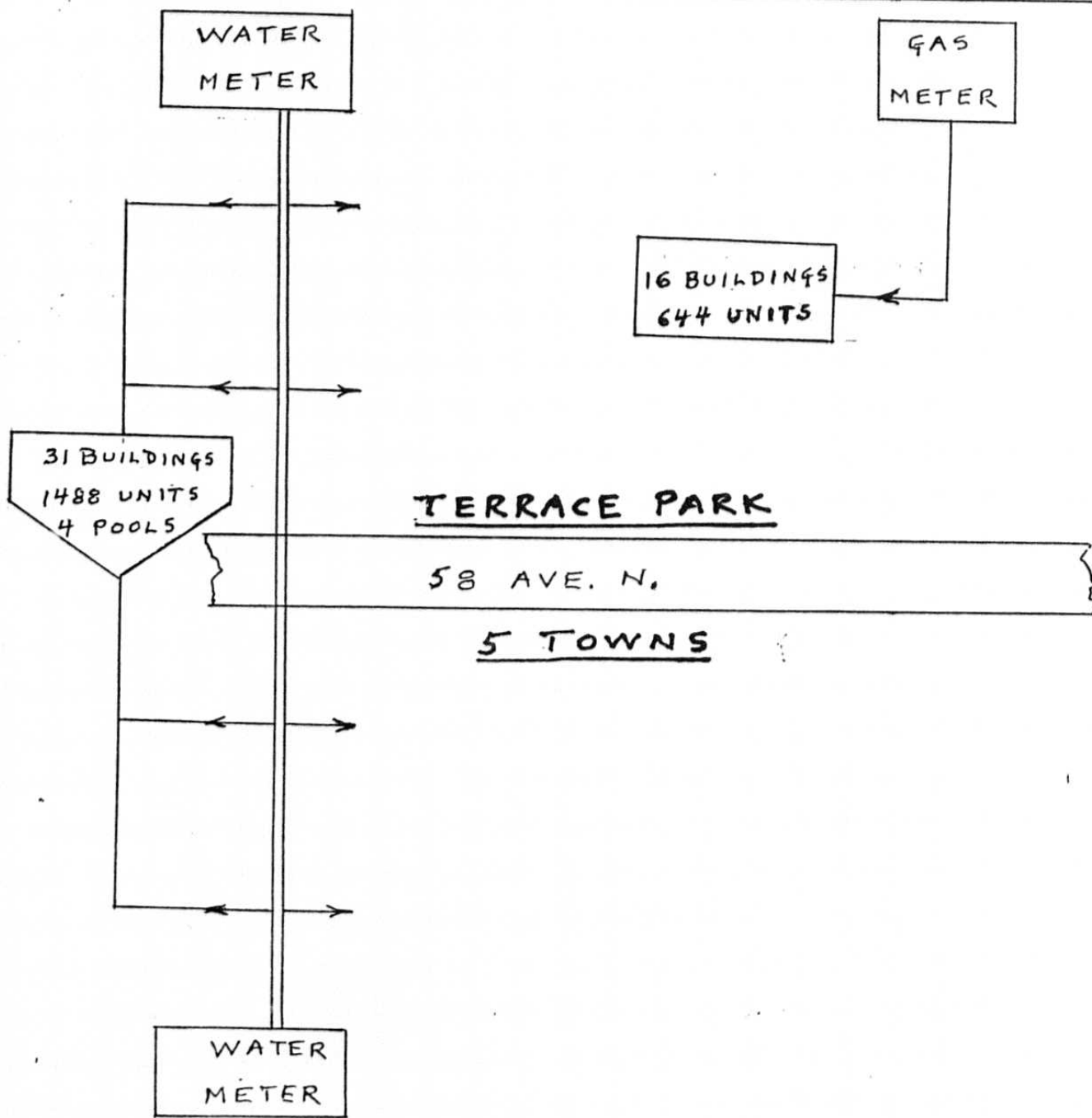
James M. Larkin  
Dorely J. Vase

Dr. Herman Geller, Pres.

Michael J. Keane  
MICHAEL J. KEANE, ESQ.  
Counsel for Defendant

EXHIBIT IX

62 AVE. N.



54 AVE. N.

EXHIBIT X

GAS COSTS

	<u>1980</u>	<u>1981</u>	<u>1982</u>	<u>1983</u>	<u>1984</u>
BUDGET	5,328.00	5,328.00	5,940.00	5,940.00	5,940.00
AUDITED	2,138.53	3,878.33	4,357.00	5,672.81	6,314.92
OVER CHARGE	3,189.47	1,449.67	1,582.08	267.19	( 374.92 )

5 Year Total      6,113.49

ELECTRIC COSTS

	<u>1980</u>	<u>1981</u>	<u>1982</u>	<u>1983</u>	<u>1984</u>
BUDGET	2,160.00	2,160.00	2,700.00	3,780.00	3,960.00
AUDITED	1,060.24	1,607.78	1,500.10	1,460.05	1,560.47
OVER CHARGE	1,099.76	552.22	1,199.90	2,319.95	2,399.53

5 Year Total      7,571.36

\* \* \* \* \*  
The above utilities are regulated by the Public Service Commission  
\* \* \* \* \*

WATER COSTS

	<u>1980</u>	<u>1981</u>	<u>1982</u>	<u>1983</u>	<u>1984</u>
BUDGET	2,592.00	2,592.00	2,944.00	2,976.00	2,976.00
AUDITED	1,548.82	1,891.85	2,289.52	2,243.65	2,392.06
OVER CHARGE	1,043.18	700.15	654.88	732.35	583.94

5 YEAR TOTAL      3,714.50

Water costs are controlled by Pinellas County.



**EXHIBIT XI**

February 26, 1987

Mr. John F. Falk, P.E.  
7975 - 58th Avenue North  
St. Petersburg, FL 33709

Dear Mr. Falk:

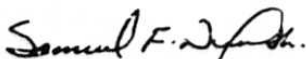
At your request, I have reviewed the calculations attached to your Audit Group report concerning 1982 and 1983 electric rate increases.

Assuming that the purpose of the exercise is to determine the number of whole, five percent increments in each of the two increases in Florida Power's rates per KWH, the correct calculations are those performed by the Audit Group. The Management Company calculations are incorrect because they exclude charges for fuel and conservation costs, which are part of Florida Power's KWH rates.

I should also mention that the resale of electricity is prohibited by the regulations and orders of the Florida Public Service Commission, and the terms and conditions contained in Florida Power's tariffs approved by the Commission. This means that a customer such as the Management Company may be reimbursed only for the actual cost of electric service billed to it by Florida Power. Any additional reimbursement beyond its actual cost would constitute a prohibited resale of electricity.

Please let me know if I can provide any additional information regarding this matter.

Very truly yours,



Samuel F. Nixon, Jr.  
Supervisor, Rate Design and  
Administration

SFNjr/tlb

Dear Sir:

I am seeking interpretive opinions from several sources as to what constitutes "rate per KWH" in the use of the term as shown below in an excerpt from an agreement document.

"In the event that Florida Power Corporation, which is presently furnishing electricity to ( BLANK ), increases its rates per KWH by an amount equal to X % of the rate per KWH being charged as of ( BLANK ) date, such increase will be -- -- -- -- --."

A disagreement hinges on whether or not "Fuel Charge" is part of "rate per KWH" and while it appears patently obvious, you can help to settle the disagreement by supplying an FPC interpretation.

A self addressed, stamped envelope is included for your answer. Thank you for your cooperation in this matter.

Very truly yours,

John P. Falk.



**Florida  
Power**  
CORPORATION

March 30, 1983

Mr. John F. Falk  
7975 - 58th Avenue North  
St. Petersburg, FL 33709

Re: Letter to Mr. Lee Scott  
dated March 24, 1983

Dear Mr. Falk:

This is in response to the referenced letter in which you request an "interpretive opinion . . . as to what constitutes 'rate per KWH' " as used in an agreement which you quote in part.

As we discussed on the telephone, Florida Power Corporation is not a party to the agreement to which you refer. Therefore, Florida Power Corporation cannot offer an opinion as to the meaning of terms as used in that agreement. Also, if you are involved in a dispute over an agreement, you may be well advised to consult an attorney of your choice.

However, I am enclosing a copy of Florida Power Corporation's standard residential service tariff. The tariff reflects that the bills of residential customers have three components. The customer charge is a fixed rate stated in dollars and cents, while the energy and demand charge and the fuel charge are rates per KWH stated in cents per KWH.

Please do not hesitate to contact your local Florida Power Corporation office if you have questions concerning your individual bill for electric service.

Sincerely,

  
Steven A. McClaren  
Corporate Counsel

SAM:nsm  
Enclosure  
cc: Mr. L. H. Scott

Gentlemen:

I am seeking interpretive opinions from several sources as to what constitutes "rate per KWH" in the use of the term as shown below in an excerpt from an agreement document:

"In the event that Florida Power Corporation, which is presently furnishing electricity to ( BLANK ), increases its rates per KWH by an amount equal to X % of the rate per KWH being charged as of ( BLANK ) date, such increase will be -- -- -- -- --."

A disagreement hinges on whether or not "Fuel Charge" is part of "rate per KWH" and while it appears patently obvious, you can help to settle the disagreement by supplying a PSC interpretation.

A self addressed, stamped envelope is included for your answer. Thank you for your cooperation in this matter.

Very truly yours,

John F. Falk.

April 14, 1983

Mr. John F. Falk  
7975 57th Avenue North  
St. Petersburg, Florida 33709

Dear Mr. Falk:

The inquiry which you sent the Commission, dated March 24, 1983, has been given to me for a response. Your letter requests an interpretation of the phrase "rate per KWH" as it is used in a specific contract.

Initially I must point out that it is not possible to give you an accurate definition of the phrase as it is being used in the contract without being able to review the entire document. Very often the context of a phrase dictates a meaning which might not be the "plain meaning" of the term. Therefore, I can only respond as to the meaning which is used here at the Commission.

"Rate per KWH" is defined as the amount by which all charges increase as energy consumption increases. Furthermore, "rate per KW" refers to the demand or capacity charge.

As I stated earlier, I hope that you consider the definition which I have provided in light of the fact that I have not seen the entire contract.

If there is anything else which I could do for you in the future, please do not hesitate to contact me.

Sincerely,

*Carrie J. Hightman*

Carrie J. Hightman  
Staff Counsel

CJH:ccm

**CHARLES R. PARMELEE**  
Utility Consultant  
1025 Princeton Walk  
Marietta, GA 30068  
(404) 973-1388

---

**PERSONAL:** Born in Dallas, Texas; December 5, 1946  
Married 21 years, three children

**EDUCATION:** Georgia State University, B.A. (Mathematics), 1970

Georgia Institute of Technology, 1964 - 1968,  
Mechanical Engineering (no degree)

Miami-Dade Junior College, 1971 - 1972,  
Courses in Accounting, Business, and Business Law

**EXPERIENCE:**

1980-1991

Ebasco Business Consulting; Senior Project Consultant. Major areas of expertise are rate analysis and rate design for retail and wholesale applications, cost of service studies, and load research administration. Has performed market analysis for valuation of several electric generating stations.

Clients for whom work has been performed include:

Tennessee Valley Authority - Developed a wholesale rate design package and assisted in design of retail rates.

Union Gas System, Inc. - Prepared cost of service study for rate filing.

Arkansas Electric Cooperative Corporation - Developed a wholesale rate design proposal for submittal to cooperative members and for review by state commission.

Jacksonville Electric Authority - Advised JEA Rate Division regarding tariff modifications to incorporate flat rates and time-of-day rates in response to a Florida Public Service Commission Order. Reviewed final rate design. Project Manager for Cost of Service and Rate Design project.

International Paper Company - Assisted in review of Bonneville Power Authority rate proposals and preparation of testimony for BPA hearings.

Mississippi County Electric Cooperative, Blytheville, Arkansas - Developed an alternative wholesale rate proposal for presentation to Arkansas Commission. Testified before Commission.

City of Marietta, Georgia - Designed retail electric rates and made rate design presentation to the Board of Lights and Water for approval.

Savannah Electric and Power Company - Advised and assisted SEPCO management and staff in design and implementation of major modifications to retail rate structure.

**EXPERIENCE:  
(Continued)**

Lockhart Power Company - Designed retail rates, including major tariff modifications, and testified before South Carolina Public Service Commission in 5 cases.

China Light & Power Company, Ltd., Hong Kong - Conducted one week cost of service seminar, made recommendations for cost of service structure, systems development, and processing. Assisted CLP staff in converting cost of service study to a micro-computer system.

National Rural Utilities Cooperative Finance Corporation - Evaluation of adequacy of the electric rates of a generation and transmission cooperative electric utility.

National Rural Utilities Cooperative Finance Corporation - Evaluation of capital, operating, and maintenance costs of certain coal electric generating units.

Pacific Gas & Electric Co. - Conducted cost of service seminar for PG&E management and staff.

Nantahala Power and Light Company - Assisted in the preparation of cost of service study and retail rate design.

Talquin Electric Cooperative, Inc., Quincy, Florida - Designed retail rates in accordance with Florida Public Service Commission specifications.

Fayetteville Public Works Commission - Designed retail rates and made rate design presentation to the Public Works Commission for approval.

Jamaica Public Service Company, Kingston, Jamaica - Conducted load study and assisted in retail rate design for national electric utility.

Bermuda Electric Light Company, Hamilton, Bermuda - Conducted rate study including load analysis, cost of service, and rate design. Assisted management with testimony preparation. Testified before Bermuda Price Ministry.

National Energy Commission, Santiago, Chile - Member of Ebasco project team which conducted a nationwide electric utility distribution cost study which was used to establish rates for all Chilean electric utilities.

Oglethorpe Power Corporation, Atlanta, Georgia - Developed special cogeneration rates for compliance with PURPA regulations.

CVG Electrification del Caroni C.A. (EDELCA), Caracas, Venezuela - Conducted cost of service and rate design studies for the national hydroelectric utility.

Florida Power & Light Company, Miami, Florida - Directed development of innovative general service demand rates.



Residential Billing Factors for Florida Power Corporation  
1983 - 1991

Effective date	Customer charge	KWH charge	Fuel charge	ECCR charge	Monthly reduction	Nuclear decommissioning
12/82	\$5.00	\$0.02807	\$0.03442	\$0.00055		
2/83	\$5.45	\$0.03811	\$0.03442			
			\$0.02892	\$0.00076		
10/83			\$0.02856	\$0.00110		\$0.0001800
4/84		\$0.03809	\$0.03121	\$0.00106		\$0.0001500
10/84		\$0.03927	\$0.02916	\$0.00137		
11/84	\$6.10	\$0.04583	\$0.02335			\$0.0000000
4/85			\$0.02728			
10/85		\$0.04588	\$0.02418	\$0.00156		
4/86			\$0.02867	\$0.00147		
10/86			\$0.01943	\$0.00138		
1/87					6.388%	
4/87			\$0.02008			
10/87			\$0.02324	\$0.00171		
1/88	\$5.25	\$0.03915			2.468%	
4/88			\$0.02496	\$0.00156		
7/88			\$0.02194			
10/88			\$0.02055	\$0.00189		
1/89	\$5.32	\$0.03964			1.391%	
4/89			\$0.02073	\$0.00153		
8/89			\$0.02470			
10/89			\$0.02466	\$0.00213		
4/90			\$0.02457	\$0.00192		
10/90			\$0.02489	\$0.00231		
1/91					0.000%	
4/91			\$0.02428	\$0.00224		

Dates show effective date of new rates. If no rate is shown, the previous rate applies.

77,676  
FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET NO. 910056-PK EXHIBIT NO. 2

COMPANY/

WITNESS: Jack

DATE: 4-19-91

Rate Code  
01RATE SCHEDULE RS-1  
RESIDENTIAL SERVICE

Page 1 of 2

**Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

To residential customers in a single dwelling house, a mobile home, or individually metered single apartment unit or other unit having housekeeping facilities, occupied by one family or household as a residence. The premises of such single dwelling may include an additional apartment with separate housekeeping facilities, as well as a garage and other separate structures where they are occupied or used solely by the members or servants of such family or household. Also, for energy used in commonly-owned facilities in condominium and cooperative apartment buildings subject to the following criteria:

1. 100% of the energy is used exclusively for the co-owner's benefit.
2. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
3. Each point of delivery will be separately metered and billed.
4. A responsible legal entity is established as the Customer to whom the Company can render its bill(s) for said service.

**Character of Service:**

Continuous service, alternating current, 60 cycle, single-phase, at the Company's standard distribution secondary voltage available. Three-phase service, if available, will be supplied only under the conditions set forth in the Company's booklet "Requirements for Electric Service and Meter Installations."

**Limitation of Service:**

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

**Rate Per Month:**

Customer Charge: \$5.32

**Energy and Demand Charge:**Non-Fuel Charge

3.96¢ per KWH

Fuel Charge

Fuel charges are adjusted by the FPSC normally each six months, in April and October. As of October 1, 1989, the amount for fuel was 2.46¢ per KWH (Distribution Secondary Metering Voltage). For current fuel charges included in this tariff see Sheet No. 6.105.

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Energy Conservation Cost Recovery Clause:	See Sheet No. 6.105
Gross Receipts Tax Increase:	See Sheet No. 6.105
Franchise Fee:	See Sheet No. 6.105
Municipal Tax:	See Sheet No. 6.105

(Continued on Page No. 2)

ISSUED BY: S. F. Nixon, Jr., Director, Rate Department

EFFECTIVE: JANUARY 1, 1991



Rate Code  
01

RATE SCHEDULE RS-1  
RESIDENTIAL SERVICE

Page 1 of 2

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To residential customers in a single dwelling house, a mobile home, or individually metered single apartment unit or other unit having housekeeping facilities, occupied by one family or household as a residence. The premises of such single dwelling may include an additional apartment with separate housekeeping facilities, as well as a garage and other separate structures where they are occupied or used solely by the members or servants of such family or household. Also, for energy used in commonly-owned facilities in condominium and cooperative apartment buildings subject to the following criteria:

1. 100% of the energy is used exclusively for the co-owner's benefit.
2. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
3. Each point of delivery will be separately metered and billed.
4. A responsible legal entity is established as the Customer to whom the Company can render its bill(s) for said service.

Character of Service:

Continuous service, alternating current, 60 cycle, single-phase, at the Company's standard distribution secondary voltage available. Three-phase service, if available, will be supplied only under the conditions set forth in the Company's booklet "Requirements for Electric Service and Meter Installations."

Limitation of Service:

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge: \$5.32

Energy and Demand Charge:

Non-Fuel Charge

3.96¢ per KWH

Fuel Charge

Fuel charges are adjusted by the FPSC normally each six months, in April and October. As of October 1, 1989, the amount for fuel was 2.46¢ per KWH (Distribution Secondary Metering Voltage). For current fuel charges included in this tariff see Sheet No. 6.105.

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Energy Conservation Cost Recovery Clause:	See Sheet No. 6.105
Monthly Rate Reduction:	See Sheet No. 6.105
Gross Receipts Tax Increase:	See Sheet No. 6.105
Franchise Fee:	See Sheet No. 6.105
Municipal Tax:	See Sheet No. 6.105

(Continued on Page No. 2)

ISSUED BY: T. M. Raines, Jr., Director, Rate Department

EFFECTIVE: JULY 1, 1990



Rate Code  
01

RATE SCHEDULE RS-1  
RESIDENTIAL SERVICE

Page 1 of 2

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To residential customers in a single dwelling house, a mobile home, or individually metered single apartment unit or other unit having housekeeping facilities, occupied by one family or household as a residence. The premises of such single dwelling may include an additional apartment with separate housekeeping facilities, as well as a garage and other separate structures where they are occupied or used solely by the members or servants of such family or household. Also, for energy used in commonly-owned facilities in condominium and cooperative apartment buildings subject to the following criteria:

1. 100% of the energy is used exclusively for the co-owner's benefit.
2. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
3. Each point of delivery will be separately metered and billed.
4. A responsible legal entity is established as the Customer to whom the Company can render its bill(s) for said service.

Character of Service:

Continuous service, alternating current, 60 cycle, single-phase, at the Company's standard distribution secondary voltage available. Three-phase service, if available, will be supplied only under the conditions set forth in the Company's booklet "Requirements for Electric Service and Meter Installations."

Limitation of Service:

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge: \$5.32

Energy and Demand Charge:

Non-Fuel Charge

3.96¢ per KWH

Fuel Charge

Fuel charges are adjusted by the FPSC normally each six months, in April and October. As of October 1, 1989, the amount for fuel was 2.46¢ per KWH (Distribution Secondary Metering Voltage). For current fuel charges included in this tariff see Sheet No. 6.105.

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Energy Conservation Cost Recovery Clause:	See Sheet No. 6.105
Franchise Fee:	See Sheet No. 6.105
Municipal Tax:	See Sheet No. 6.105
Monthly Rate Reduction:	See Sheet No. 6.105

(Continued on Page No. 2)

ISSUED BY: T. W. Raines, Jr., Director, Rate Department

EFFECTIVE: JANUARY 1, 1990



Rate Code

01

Page 1 of 2

RATE SCHEDULE RS-1  
RESIDENTIAL SERVICE

## Availability:

Available throughout the entire territory served by the Company.

## Applicable:

To residential customers in a single dwelling house, a mobile home, or individually metered single apartment unit or other unit having housekeeping facilities, occupied by one family or household as a residence. The premises of such single dwelling may include an additional apartment with separate housekeeping facilities, as well as a garage and other separate structures where they are occupied or used solely by the members or servants of such family or household. Also, for energy used in commonly-owned facilities in condominium and cooperative apartment buildings subject to the following criteria:

1. 100% of the energy is used exclusively for the co-owner's benefit.
2. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
3. Each point of delivery will be separately metered and billed.
4. A responsible legal entity is established as the Customer to whom the Company can render its bill(s) for said service.

## Character of Service:

Continuous service, alternating current, 60 cycle, single-phase, at the Company's standard distribution secondary voltage available. Three-phase service, if available, will be supplied only under the conditions set forth in the Company's booklet "Requirements for Electric Service and Meter Installations."

## Limitation of Service:

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

## Rate Per Month:

Customer Charge: \$5.32

## Energy and Demand Charge:

Non-Fuel Charge

3.964¢ per KWH

Fuel Charge

Fuel charges are adjusted by the FPSC normally each six months, in April and October. As of October 1, 1988, the amount for fuel was 2.055¢ per KWH (Distribution Secondary Metering Voltage). For current fuel charges included in this tariff see Sheet No. 6.105.

Fuel Cost Recovery Factor:	See Sheet No. 6.105
Energy Conservation Cost Recovery Clause:	See Sheet No. 6.105
Franchise Fee:	See Sheet No. 6.105
Municipal Tax:	See Sheet No. 6.105
1989 Monthly Rate Reduction:	See Sheet No. 6.105

(Continued on Page No. 2)

ISSUED BY: T. W. Raines, Jr., Director, Rate Department

EFFECTIVE: JANUARY 1, 1989



Rate Code  
01

Page 1 of 2

**RATE SCHEDULE RS-1  
RESIDENTIAL SERVICE**

**Availability:**

Available throughout the entire territory served by the Company.

**Applicables:**

To residential customers in a single dwelling house, a mobile home, or individually metered single apartment unit or other unit having housekeeping facilities, occupied by one family or household as a residence. The premises of such single dwelling may include an additional apartment with separate housekeeping facilities, as well as a garage and other separate structures where they are occupied or used solely by the members or servants of such family or household. Also, for energy used in commonly-owned facilities in condominium and cooperative apartment buildings subject to the following criteria:

1. 100% of the energy is used exclusively for the co-owners' benefit.
2. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
3. Each point of delivery will be separately metered and billed.
4. A responsible legal entity is established as the customer to whom the company can render its bills for said service.

**Character of Service:**

Continuous service, single-phase or three-phase, at the Company's standard voltage available. Three-phase service, if available, will be supplied only under the conditions set forth in the Company's booklet "Requirements for Electric Service and Meter Installations."

**Limitation of Service:**

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

**Rate Per Month:**

Customer Charge: \$5.25

Energy and Demand Charges:  
Non-Fuel Charge

3.915¢ per KWH

Fuel Charge

Fuel charges are adjusted by the FPSC normally each six months, in April and October. As of February 27, 1983, the amount for fuel was 3.442¢ per KWH. For current fuel charges included in this tariff see Sheet No. 6.105.

Fuel Charge:	See Sheet No. 6.105
Conservation Adjustment:	See Sheet No. 6.105
General Tax Adjustment:	See Sheet No. 6.105
Franchise Fee Adjustment:	See Sheet No. 6.105
1988 Monthly Rate Reductions:	See Sheet No. 6.106

**Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge

(Continued on Page No. 2)

ISSUED BY: T.W. Raines, Jr., Director, Rate Department

EFFECTIVE: JANUARY 1, 1988



Rate Code

01

RATE SCHEDULE RS-1  
RESIDENTIAL SERVICE

Page 1 of 2

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To residential customers in a single dwelling house, a mobile home, or individually metered single apartment unit or other unit having housekeeping facilities, occupied by one family or household as a residence. The premises of such single dwelling may include an additional apartment with separate housekeeping facilities, as well as a garage and other separate structures where they are occupied or used solely by the members or servants of such family or household. Also, for energy used in commonly-owned facilities in condominium and cooperative apartment buildings subject to the following criteria:

1. 100% of the energy is used exclusively for the co-owners' benefit.
2. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
3. Each point of delivery will be separately metered and billed.
4. A responsible legal entity is established as the customer to whom the company can render its bills for said service.

Character of Service:

Continuous service, single-phase or three-phase, at the Company's standard voltage available. Three-phase service, if available, will be supplied only under the conditions set forth in the Company's booklet "Requirements for Electric Service and Meter Installations."

Limitation of Service:

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge: \$6.10

Energy and Demand Charges:  
Non-Fuel Charge

4.588¢ per KWH

Fuel Charge

Fuel charges are adjusted by the FPSC normally each six months, in April and October. As of February 27, 1983, the amount for fuel was 3.442¢ per KWH. For current fuel charges included in this tariff see Sheet No. 6.105.

Fuel Charge:

See Sheet No. 6.105

Conservation Adjustment:

See Sheet No. 6.105

General Tax Adjustment:

See Sheet No. 6.105

Franchise Fee Adjustment:

See Sheet No. 6.105

1987 Monthly Rate Reductions

See Sheet No. 6.106

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge.

(Continued on Page No. 2)

ISSUED BY: T.W. Raines, Jr., Director, Rate Department

EFFECTIVE: JANUARY 1, 1987



Rate Code

01

**RATE SCHEDULE RS-1  
RESIDENTIAL SERVICE**

Page 1 of 2

**Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

To residential customers in a single dwelling house, a mobile home, or individually metered single apartment unit or other unit having housekeeping facilities, occupied by one family or household as a residence. The premises of such single dwelling may include an additional apartment with separate housekeeping facilities, as well as a garage and other separate structures where they are occupied or used solely by the members or servants of such family or household. Also, for energy used in commonly-owned facilities in condominium and cooperative apartment buildings subject to the following criteria:

1. 100% of the energy is used exclusively for the co-owners' benefit.
2. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
3. Each point of delivery will be separately metered and billed.
4. A responsible legal entity is established as the customer to whom the company can render its bills for said service.

**Character of Service:**

Continuous service, single-phase or three-phase, at the Company's standard voltage available. Three-phase service, if available, will be supplied only under the conditions set forth in the Company's booklet "Requirements for Electric Service and Meter Installations."

**Limitation of Service:**

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

**Rate Per Month:**

Customer Charge: \$6.10

Energy and Demand Charge:  
Non-Fuel Charge

4.588¢ per KWH

Fuel Charge

Fuel charges are adjusted by the FPSC normally each six months, in April and October. As of February 27, 1983, the amount for fuel was 3.442¢ per KWH. For current fuel charges included in this tariff see Sheet No. 6.105.

Fuel Charge: See Sheet No. 6.105

Conservation Adjustment: See Sheet No. 6.105

General Tax Adjustment: See Sheet No. 6.105

Franchise Fee Adjustment: See Sheet No. 6.105

**Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge.

(Continued on Page No. 2)

ISSUED BY: T.W. Raines, Jr., Director, Rate Department

EFFECTIVE: OCTOBER 1, 1985





Rate Code  
01

RATE SCHEDULE RS-1  
RESIDENTIAL SERVICE

Page 1 of 2

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To residential customers in a single dwelling house, a mobile home, or individually metered single apartment unit or other unit having housekeeping facilities, occupied by one family or household as a residence. The premises of such single dwelling may include an additional apartment with separate housekeeping facilities, as well as a garage and other separate structures where they are occupied or used solely by the members or servants of such family or household. Also, for energy used in commonly-owned facilities in condominium and cooperative apartment buildings subject to the following criteria:

1. 100% of the energy is used exclusively for the co-owners' benefit.
2. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
3. Each point of delivery will be separately metered and billed.
4. A responsible legal entity is established as the customer to whom the company can render its bills for said service.

Character of Service:

Continuous service, single-phase or three-phase, at the Company's standard voltage available. Three-phase service, if available, will be supplied only under the conditions set forth in the Company's booklet "Requirements for Electric Service and Meter Installations."

Limitation of Service:

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge: \$6.10

Energy and Demand Charge:  
Non-Fuel Charge

4.583¢ per KWH

Fuel Charge

Fuel charges are adjusted by the FPSC normally each six months, in April and October. As of February 27, 1983, the amount for fuel was 3.442¢ per KWH. For current fuel charges included in this tariff see Sheet No. 6.105.

Fuel Charge: See Sheet No. 6.105

Conservation Adjustment: See Sheet No. 6.105

General Tax Adjustment: See Sheet No. 6.105

Franchise Fee Adjustment: See Sheet No. 6.105

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge.

(Continued on Page No. 2)

ISSUED BY: T.W. Raines, Jr., Director, Rate Department

EFFECTIVE: NOVEMBER 19 1984



Rate Code  
01

**RATE SCHEDULE RS-1  
RESIDENTIAL SERVICE**

Page 1 of 2

**Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

To residential customers in a single dwelling house, a mobile home, or individually metered single apartment unit or other unit having housekeeping facilities, occupied by one family or household as a residence. The premises of such single dwelling may include an additional apartment with separate housekeeping facilities, as well as a garage and other separate structures where they are occupied or used solely by the members or servants of such family or household. Also, for energy used in commonly-owned facilities in condominium and cooperative apartment buildings subject to the following criteria:

1. 100% of the energy is used exclusively for the co-owners' benefit.
2. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
3. Each point of delivery will be separately metered and billed.
4. A responsible legal entity is established as the customer to whom the company can render its bills for said service.

**Character of Service:**

Continuous service, single-phase or three-phase, at the Company's standard voltage available. Three-phase service, if available, will be supplied only under the conditions set forth in the Company's booklet "Requirements for Electric Service and Meter Installations."

**Limitation of Service:**

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

**Rate Per Month:**

Customer Charge: \$5.45

Energy and Demand Charge:  
Non-Fuel Charge

3.927¢ per KWH

Fuel Charge

Fuel charges are adjusted by the FPSC normally each six months, in April and October. As of February 27, 1983, the amount for fuel was 3.442¢ per KWH. For current fuel charges included in this tariff see Sheet No. 6.105.

Fuel Charge: See Sheet No. 6.105

Conservation Adjustment: See Sheet No. 6.105

General Tax Adjustment: See Sheet No. 6.105

Franchise Fee Adjustment: See Sheet No. 6.105

**Minimum Monthly Bill:**

The minimum monthly bill shall be the Customer Charge.

(Continued on Page No. 2)

ISSUED BY: T.W. Raines, Jr., Director, Rate Department

EFFECTIVE: OCTOBER 11, 1984



Rate Code

01

RATE SCHEDULE RS-1 -  
RESIDENTIAL SERVICE

Page 1 of 2

## Availability:

Available throughout the entire territory served by the Company.

## Applicable:

To residential customers in a single dwelling house, a mobile home, or individually metered single apartment unit or other unit having housekeeping facilities, occupied by one family or household as a residence. The premises of such single dwelling may include an additional apartment with separate housekeeping facilities, as well as a garage and other separate structures where they are occupied or used solely by the members or servants of such family or household. Also, for energy used in commonly-owned facilities in condominium and cooperative apartment buildings subject to the following criteria:

1. 100% of the energy is used exclusively for the co-owners' benefit.
2. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
3. Each point of delivery will be separately metered and billed.
4. A responsible legal entity is established as the customer to whom the company can render its bills for said service.

## Character of Service:

Continuous service, single-phase or three-phase, at the Company's standard voltage available. Three-phase service, if available, will be supplied only under the conditions set forth in the Company's booklet "Requirements for Electric Service and Meter Installations."

## Limitation of Service:

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

## Rate Per Month:

Customer Charge \$5.45

## Energy and Demand Charge:

Non-Fuel Charge

3.809¢ per KWH

Fuel Charge

Fuel charges are adjusted by the FPSC normally each six months, in April and October. As of February 27, 1983, the amount for fuel was 3.442¢ per KWH. For current fuel charges included in this tariff see Sheet No. 6.105.

Fuel Charge: See Sheet No. 6.105

Conservation Adjustment: See Sheet No. 6.105

General Tax Adjustment: See Sheet No. 6.105

Franchise Fee Adjustment: See Sheet No. 6.105

## Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge.

(Continued on Page No. 2)

ISSUED BY: T.W. Raines, Jr., Director, Rate Department

EFFECTIVE: April 1, 1984



Rate Code  
01

RATE SCHEDULE RS-1  
RESIDENTIAL SERVICE

Page 1 of 2

Availability:

Available throughout the entire territory served by the Company.

Applicable:

To residential customers in a single dwelling house, a mobile home, or individually metered single apartment unit or other unit having housekeeping facilities, occupied by one family or household as a residence. The premises of such single dwelling may include an additional apartment with separate housekeeping facilities, as well as a garage and other separate structures where they are occupied or used solely by the members or servants of such family or household. Also, for energy used in commonly-owned facilities in condominium and cooperative apartment buildings subject to the following criteria:

1. 100% of the energy is used exclusively for the co-owners' benefit.
2. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
3. Each point of delivery will be separately metered and billed.
4. A responsible legal entity is established as the customer to whom the company can render its bills for said service.

Character of Service:

Continuous service, single-phase or three-phase, at the Company's standard voltage available. Three-phase service, if available, will be supplied only under the conditions set forth in the Company's booklet "Requirements for Electric Service and Meter Installations."

Limitation of Service:

Standby or resale service not permitted hereunder. Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

Rate Per Month:

Customer Charge \$5.45

Energy and Demand Charge:

Non-Fuel Charge

3.811¢ per KWH

Fuel Charge

Fuel charges are adjusted by the FPSC normally each six months, in April and October. As of February 27, 1983, the amount for fuel was 3.442¢ per KWH. For current fuel charges included in this tariff see Sheet No. 6.105.

Fuel Charge: See Sheet No. 6.105

Conservation Adjustment: See Sheet No. 6.105

General Tax Adjustment: See Sheet No. 6.105

Franchise Fee Adjustment: See Sheet No. 6.105

Minimum Monthly Bill:

The minimum monthly bill shall be the Customer Charge.

(Continued on Page No. 2)

ISSUED BY: T.W. Raines, Jr., Director, Rate Department

EFFECTIVE: February 27, 1983



Rate Code  
01

Page 1 of 2

**RATE SCHEDULE RS-1  
RESIDENTIAL SERVICE**

**Availability:**

Available throughout the entire territory served by the Company.

**Applicable:**

To residential customers in a single dwelling house, a mobile home, or individually metered single apartment unit or other unit having housekeeping facilities, occupied by one family or household as a residence. The premises of such single dwelling may include an additional apartment with separate housekeeping facilities, as well as a garage and other separate structures where they are occupied or used solely by the members or servants of such family or household. Also, for energy used in commonly-owned facilities in condominium and cooperative apartment buildings subject to the following criteria:

1. 100% of the energy is used exclusively for the co-owners' benefit.
2. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
3. Each point of delivery will be separately metered and billed.
4. A responsible legal entity is established as the customer to whom the company can render its bills for said service.

**Character of Service:**

Continuous service, single-phase or three-phase, at the Company's standard voltage available. Three-phase service, if available, will be supplied only under the conditions set forth in the Company's booklet "Requirements for Electric Service and Meter Installations."

**Limitation of Service:**

Service under this rate is subject to the Company's currently effective and filed "General Rules and Regulations for Electric Service."

**Rate Per Month:**

Customer Facilities Charge                      \$5.00

Energy and Demand Charges:  
Non-Fuel Charge

2.807¢ per KWH

Fuel Charge

Fuel charges are adjusted by the FPSC normally each six months, in April and October. As of January 1, 1983, the amount for fuel was 3.442¢ per KWH. For current fuel charges included in this tariff see Sheet No. 6.52.

Fuel Charge:    See Sheet No. 6.52

Conservation Adjustment:                              See Sheet No. 6.52

General Tax Adjustment:                                See Sheet No. 6.52

Franchise Fee Adjustment:                             See Sheet No. 6.52

**Minimum Monthly Bill:**

The minimum monthly bill shall be \$5.00.

(Continued on Page No. 2)

ISSUED BY: T.W. Raines, Jr., Director, Rate Department

EFFECTIVE: DEC 29 1982

**RATE SCHEDULE BA-1  
BILLING ADJUSTMENTS****Applicable:**

To the Rate Per Month provision in each of the Company's filed rate schedules which reference the billing adjustments set forth below.

**Fuel Cost Recovery Factor:**

The Fuel Cost Recovery Factors applicable to the Fuel Charge under the Company's various rate schedules are determined semiannually by the Florida Public Service Commission for six-month periods beginning in April and October. These Factors are designed to recover the costs of fuel and purchased power incurred by the Company to provide electric service to its customers, and are adjusted to reflect changes in these costs from one six-month period to the next. Revisions to the Fuel Cost Recovery Factors within the described six-month periods may be determined in the event of a significant change in fuel and purchased power costs. The Fuel Cost Recovery Factors approved by the Commission for the billing months of April, 1991, through September, 1991, are as follows:

<u>Metering Voltage:</u>	<u>Charge Per KWH - ¢</u>		
	<u>Levelized</u>	<u>On-Peak</u>	<u>Off-Peak</u>
Distribution Secondary (Except OL-1 & SL-1)	2.428	3.329	2.000
Distribution Primary	2.401	3.293	1.979
Transmission	2.376	3.259	1.958
Rate Schedules OL-1 & SL-1	2.249	-	-

**Energy Conservation Cost Recovery Clause:**

An Energy Conservation Cost Recovery Factor applicable to the Energy Charge under the Company's various rate schedules is determined semiannually by the Florida Public Service Commission for six-month periods beginning in April and October. This Factor is designed to recover the costs incurred by the Company under its approved Energy Conservation Programs and is adjusted to reflect changes in these costs from one six-month period to the next. The Energy Conservation Cost Recovery Factor approved by the Commission for the billing months of April, 1991, through September, 1991, is 0.224 cents per KWH.

**Gross Receipts Tax Increase:**

In accordance with Section 203.01 of the Florida Statutes, an increase factor of 0.5102%, effective July 1, 1990, is applicable to electric sales charges for collection of an increase in the rate of the state gross receipts tax.

**Franchise Fee:**

A Franchise Fee is applied to the charges for electric service (exclusive of any Municipal Tax) provided to customers within the jurisdictional limits of each municipal or other governmental body requiring the payment of a fee from the Company pursuant to a franchise ordinance. The Franchise Fee shall be determined in a manner which reflects the Company's payments to a governmental body and related gross receipts taxes and regulatory assessment fee which are attributable to the Customer's charges for electric service.

**Municipal Tax:**

A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body's utility tax ordinance, and the amount collected by the Company from the Municipal Tax shall be remitted to the governmental body in the manner required by law.

ISSUED BY: S. F. Nixon, Jr., Director, Rate Department

EFFECTIVE: APRIL 1, 1991



**RATE SCHEDULE BA-1  
BILLING ADJUSTMENTS****Applicable:**

To the Rate Per Month provision in each of the Company's filed rate schedules which reference the billing adjustments set forth below.

**Fuel Cost Recovery Factor:**

The Fuel Cost Recovery Factors applicable to the Fuel Charge under the Company's various rate schedules are determined semiannually by the Florida Public Service Commission for six-month periods beginning in April and October. These Factors are designed to recover the costs of fuel and purchased power incurred by the Company to provide electric service to its customers, and are adjusted to reflect changes in these costs from one six-month period to the next. Revisions to the Fuel Cost Recovery Factors within the described six-month periods may be determined in the event of a significant change in fuel and purchased power costs. The Fuel Cost Recovery Factors approved by the Commission for the billing months of October, 1990, through March, 1991, are as follows:

<u>Metering Voltage:</u>	<u>Charge Per KWH - ¢</u>		
	<u>Levelized</u>	<u>On-Peak</u>	<u>Off-Peak</u>
Distribution Secondary (Except OL-1 & SL-1)	2.489	2.791	2.371
Distribution Primary	2.462	2.760	2.346
Transmission	2.436	2.732	2.321
Rate Schedules OL-1 & SL-1	2.450	-	-

**Energy Conservation Cost Recovery Clause:**

An Energy Conservation Cost Recovery Factor applicable to the Energy Charge under the Company's various rate schedules is determined semiannually by the Florida Public Service Commission for six-month periods beginning in April and October. This Factor is designed to recover the costs incurred by the Company under its approved Energy Conservation Programs and is adjusted to reflect changes in these costs from one six-month period to the next. The Energy Conservation Cost Recovery Factor approved by the Commission for the billing months of October, 1990, through March, 1991, is 0.231 cents per KWH.

**Gross Receipts Tax Increase:**

In accordance with Section 203.01 of the Florida Statutes, an increase factor of 0.5102%, effective July 1, 1990, is applicable to electric sales charges for collection of an increase in the rate of the state gross receipts tax.

**Franchise Fee:**

A Franchise Fee is applied to the charges for electric service (exclusive of any Municipal Tax) provided to customers within the jurisdictional limits of each municipal or other governmental body requiring the payment of a fee from the Company pursuant to a franchise ordinance. The Franchise Fee shall be determined in a manner which reflects the Company's payments to a governmental body and related gross receipts taxes and regulatory assessment fee which are attributable to the Customer's charges for electric service.

**Municipal Tax:**

A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body's utility tax ordinance, and the amount collected by the Company from the Municipal Tax shall be remitted to the governmental body in the manner required by law.

ISSUED BY: S. F. Nixon, Jr., Director, Rate Department

EFFECTIVE: JANUARY 1, 1991

**RATE SCHEDULE BA-1  
BILLING ADJUSTMENTS****Applicable:**

To the Rate Per Month provision in each of the Company's filed rate schedules which reference the billing adjustments set forth below.

**Fuel Cost Recovery Factor:**

The Fuel Cost Recovery Factors applicable to the Fuel Charge under the Company's various rate schedules are determined semiannually by the Florida Public Service Commission for six-month periods beginning in April and October. These Factors are designed to recover the costs of fuel and purchased power incurred by the Company to provide electric service to its customers, and are adjusted to reflect changes in these costs from one six-month period to the next. Revisions to the Fuel Cost Recovery Factors within the described six-month periods may be determined in the event of a significant change in fuel and purchased power costs. The Fuel Cost Recovery Factors approved by the Commission for the billing months of October, 1990, through March, 1991, are as follows:

<u>Metering Voltage:</u>	<u>Charge Per KWH - ¢</u>		
	<u>Levelized</u>	<u>On-Peak</u>	<u>Off-Peak</u>
Distribution Secondary (Except OL-1 & SL-1)	2.489	2.791	2.371
Distribution Primary	2.462	2.760	2.346
Transmission	2.436	2.732	2.321
Rate Schedules OL-1 & SL-1	2.450	-	-

**Energy Conservation Cost Recovery Clause:**

An Energy Conservation Cost Recovery Factor applicable to the Energy Charge under the Company's various rate schedules is determined semiannually by the Florida Public Service Commission for six-month periods beginning in April and October. This Factor is designed to recover the costs incurred by the Company under its approved Energy Conservation Programs and is adjusted to reflect changes in these costs from one six-month period to the next. The Energy Conservation Cost Recovery Factor approved by the Commission for the billing months of October, 1990, through March, 1991, is 0.231 cents per KWH.

**Monthly Rate Reduction:**

Pursuant to order of the Florida Public Service Commission in Docket No. 891298-EI, all charges computed under each rate schedule, except as otherwise noted therein, and excluding the Fuel Cost Recovery Factor, Energy Conservation Cost Recovery Clause, Gross Receipts Tax Increase, Franchise Fee, and Municipal Tax, shall be decreased by 1.391%.

**Gross Receipts Tax Increase:**

In accordance with Section 203.01 of the Florida Statutes, an increase factor of 0.5102%, effective July 1, 1990, is applicable to electric sales charges for collection of an increase in the rate of the state gross receipts tax.

**Franchise Fee:**

A Franchise Fee is applied to the charges for electric service (exclusive of any Municipal Tax) provided to customers within the jurisdictional limits of each municipal or other governmental body requiring the payment of a fee from the Company pursuant to a franchise ordinance. The Franchise Fee shall be determined in a manner which reflects the Company's payments to a governmental body and related gross receipts taxes and regulatory assessment fee which are attributable to the Customer's charges for electric service.

**Municipal Tax:**

A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body's utility tax ordinance, and the amount collected by the Company from the Municipal Tax shall be remitted to the governmental body in the manner required by law.

ISSUED BY: T. W. Raines, Jr., Director, Rate Department

EFFECTIVE: OCTOBER 1, 1990



**RATE SCHEDULE BA-1  
BILLING ADJUSTMENTS****Applicable:**

To the Rate Per Month provision in each of the Company's filed rate schedules which reference the billing adjustments set forth below.

**Fuel Cost Recovery Factor:**

The Fuel Cost Recovery Factors applicable to the Fuel Charge under the Company's various rate schedules are determined semiannually by the Florida Public Service Commission for six-month periods beginning in April and October. These Factors are designed to recover the costs of fuel and purchased power incurred by the Company to provide electric service to its customers, and are adjusted to reflect changes in these costs from one six-month period to the next. Revisions to the Fuel Cost Recovery Factors within the described six-month periods may be determined in the event of a significant change in fuel and purchased power costs. The Fuel Cost Recovery Factors approved by the Commission for the billing months of April, 1990, through September, 1990, are as follows:

<u>Metering Voltage:</u>	<u>Charge Per KWH - ¢</u>		
	<u>Levelized</u>	<u>On-Peak</u>	<u>Off-Peak</u>
Distribution Secondary (Except OL-1 & SL-1)	2.457	3.420	2.142
Distribution Primary	2.424	3.373	2.113
Transmission	2.398	3.337	2.091
Rate Schedules OL-1 & SL-1	2.381	-	-

**Energy Conservation Cost Recovery Clause:**

An Energy Conservation Cost Recovery Factor applicable to the Energy Charge under the Company's various rate schedules is determined semiannually by the Florida Public Service Commission for six-month periods beginning in April and October. This Factor is designed to recover the costs incurred by the Company under its approved Energy Conservation Programs and is adjusted to reflect changes in these costs from one six-month period to the next. The Energy Conservation Cost Recovery Factor approved by the Commission for the billing months of April, 1990, through September, 1990, is 0.192 cents per KWH.

**Monthly Rate Reduction:**

Pursuant to order of the Florida Public Service Commission in Docket No. 891298-EI, all charges computed under each rate schedule, except as otherwise noted therein, and excluding the Fuel Cost Recovery Factor, Energy Conservation Cost Recovery Clause, Gross Receipts Tax Increase, Franchise Fee, and Municipal Tax, shall be decreased by 1.391%.

**Gross Receipts Tax Increase:**

In accordance with Section 203.01 of the Florida Statutes, an increase factor of 0.5102%, effective July 1, 1990, is applicable to electric sales charges for collection of an increase in the rate of the state gross receipts tax.

**Franchise Fee:**

A Franchise Fee is applied to the charges for electric service (exclusive of any Municipal Tax) provided to customers within the jurisdictional limits of each municipal or other governmental body requiring the payment of a fee from the Company pursuant to a franchise ordinance. The Franchise Fee shall be determined in a manner which reflects the Company's payments to a governmental body and related gross receipts taxes and regulatory assessment fee which are attributable to the Customer's charges for electric service.

**Municipal Tax:**

A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body's utility tax ordinance, and the amount collected by the Company from the Municipal Tax shall be remitted to the governmental body in the manner required by law.

ISSUED BY: T. W. Raines, Jr., Director, Rate Department

EFFECTIVE: JULY 1, 1990

**RATE SCHEDULE BA-1  
BILLING ADJUSTMENTS****Applicable:**

To the Rate Per Month provision in each of the Company's filed rate schedules which reference the billing adjustments set forth below.

**Fuel Cost Recovery Factor:**

The Fuel Cost Recovery Factors applicable to the Fuel Charge under the Company's various rate schedules are determined semiannually by the Florida Public Service Commission for six-month periods beginning in April and October. These factors are designed to recover the costs of fuel and purchased power incurred by the Company to provide electric service to its customers, and are adjusted to reflect changes in these costs from one six-month period to the next. Revisions to the Fuel Cost Recovery Factors within the described six-month periods may be determined in the event of a significant change in fuel and purchased power costs. The Fuel Cost Recovery Factors approved by the Commission for the billing months of April, 1990, through September, 1990, are as follows:

<u>Metering Voltage:</u>	<u>Charge Per KWH - ¢</u>		
	<u>Levelized</u>	<u>On-Peak</u>	<u>Off-Peak</u>
Distribution Secondary (Except OL-1 & SL-1)	2.457	3.420	2.142
Distribution Primary	2.424	3.373	2.113
Transmission	2.398	3.337	2.091
Rate Schedules OL-1 & SL-1	2.381	-	-

**Energy Conservation Cost Recovery Clause:**

An Energy Conservation Cost Recovery Factor applicable to the Energy Charge under the Company's various rate schedules is determined semiannually by the Florida Public Service Commission for six-month periods beginning in April and October. This Factor is designed to recover the costs incurred by the Company under its approved Energy Conservation Programs and is adjusted to reflect changes in these costs from one six-month period to the next. The Energy Conservation Cost Recovery Factor approved by the Commission for the billing months of April, 1990, through September, 1990, is 0.192 cents per KWH.

**Franchise Fee:**

A Franchise Fee is applied to the charges for electric service (exclusive of any Municipal Tax) provided to customers within the jurisdictional limits of each municipal or other governmental body requiring the payment of a fee from the Company pursuant to a franchise ordinance. The Franchise Fee shall be determined in a manner which reflects the Company's payments to a governmental body and related gross receipts taxes and regulatory assessment fee which are attributable to the Customer's charges for electric service.

**Municipal Tax:**

A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body's utility tax ordinance, and the amount collected by the Company from the Municipal Tax shall be remitted to the governmental body in the manner required by law.

**Monthly Rate Reduction:**

Pursuant to order of the Florida Public Service Commission in Docket No. 891298-E1, all charges computed under each rate schedule, except as otherwise noted therein, and excluding the Fuel Cost Recovery Factor, Energy Conservation Cost Recovery Clause, Franchise Fee, and Municipal Tax, shall be decreased by 1.391%.

ISSUED BY: T. W. Raines, Jr., Director, Rate Department

EFFECTIVE: APRIL 1, 1990



**RATE SCHEDULE BA-1  
BILLING ADJUSTMENTS**

**Applicable:**

To the Rate Per Month provision in each of the Company's filed rate schedules which reference the billing adjustments set forth below.

**Fuel Cost Recovery Factor:**

The Fuel Cost Recovery Factors applicable to the Fuel Charge under the Company's various rate schedules are determined semiannually by the Florida Public Service Commission for six-month periods beginning in April and October. These factors are designed to recover the costs of fuel and purchased power incurred by the Company to provide electric service to its customers, and are adjusted to reflect changes in these costs from one six-month period to the next. Revisions to the Fuel Cost Recovery Factors within the described six-month periods may be determined in the event of a significant change in fuel and purchased power costs. The Fuel Cost Recovery Factors approved by the Commission for the billing months of October, 1989, through March, 1990, are as follows:

<u>Metering Voltage:</u>	<u>Charge Per KWH - ¢</u>		
	<u>Levelized</u>	<u>On-Peak</u>	<u>Off-Peak</u>
Distribution Secondary (Except OL-1 & SL-1)	2.466	2.790	2.345
Distribution Primary	2.432	2.752	2.313
Transmission	2.407	2.723	2.289
Rate Schedules OL-1 & SL-1	2.428	-	-

**Energy Conservation Cost Recovery Clause:**

An Energy Conservation Cost Recovery Factor applicable to the Energy Charge under the Company's various rate schedules is determined semiannually by the Florida Public Service Commission for six-month periods beginning in April and October. This factor is designed to recover the costs incurred by the Company under its approved Energy Conservation Programs and is adjusted to reflect changes in these costs from one six-month period to the next. The Energy Conservation Cost Recovery Factor approved by the Commission for the billing months of October, 1989, through March, 1990, is 0.213 cents per KWH.

**Franchise Fee:**

A Franchise Fee is applied to the charges for electric service (exclusive of any Municipal Tax) provided to customers within the jurisdictional limits of each municipal or other governmental body requiring the payment of a fee from the Company pursuant to a franchise ordinance. The Franchise Fee shall be determined in a manner which reflects the Company's payments to a governmental body and related gross receipts taxes and regulatory assessment fee which are attributable to the Customer's charges for electric service.

**Municipal Tax:**

A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body's utility tax ordinance, and the amount collected by the Company from the Municipal Tax shall be remitted to the governmental body in the manner required by law.

**Monthly Rate Reduction:**

Pursuant to order of the Florida Public Service Commission in Docket No. 891298-E1, all charges computed under each rate schedule, except as otherwise noted therein, and excluding the Fuel Cost Recovery Factor, Energy Conservation Cost Recovery Clause, Franchise Fee, and Municipal Tax, shall be decreased by 1.391%.

ISSUED BY: T. W. Raines, Jr., Director, Rate Department

EFFECTIVE: JANUARY 1, 1990

**RATE SCHEDULE BA-1  
BILLING ADJUSTMENTS****Applicable:**

To the Rate Per Month provision in each of the Company's filed rate schedules which reference the billing adjustments set forth below.

**Fuel Cost Recovery Factor:**

The Fuel Cost Recovery Factors applicable to the Fuel Charge under the Company's various rate schedules are determined semiannually by the Florida Public Service Commission for six-month periods beginning in April and October. These Factors are designed to recover the costs of fuel and purchased power incurred by the Company to provide electric service to its customers, and are adjusted to reflect changes in these costs from one six-month period to the next. Revisions to the Fuel Cost Recovery Factors within the described six-month periods may be determined in the event of a significant change in fuel and purchased power costs. The Fuel Cost Recovery Factors approved by the Commission for the billing months of October, 1989, through March, 1990, are as follows:

<u>Metering Voltage:</u>	<u>Charge Per KWH - ¢</u>		
	<u>Levelized</u>	<u>On-Peak</u>	<u>Off-Peak</u>
Distribution Secondary (Except OL-1 & SL-1)	2.466	2.790	2.345
Distribution Primary	2.432	2.752	2.313
Transmission	2.407	2.723	2.289
Rate Schedules OL-1 & SL-1	2.428	-	-

**Energy Conservation Cost Recovery Clause:**

An Energy Conservation Cost Recovery Factor applicable to the Energy Charge under the Company's various rate schedules is determined semiannually by the Florida Public Service Commission for six-month periods beginning in April and October. This Factor is designed to recover the costs incurred by the Company under its approved Energy Conservation Programs and is adjusted to reflect changes in these costs from one six-month period to the next. The Energy Conservation Cost Recovery Factor approved by the Commission for the billing months of October, 1989, through March, 1990, is 0.213 cents per KWH.

**Franchise Fee:**

A Franchise Fee is applied to the charges for electric service (exclusive of any Municipal Tax) provided to customers within the jurisdictional limits of each municipal or other governmental body requiring the payment of a fee from the Company pursuant to a franchise ordinance. The Franchise Fee shall be determined in a manner which reflects the Company's payments to a governmental body and related gross receipts taxes and regulatory assessment fee which are attributable to the Customer's charges for electric service.

**Municipal Tax:**

A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body's utility tax ordinance, and the amount collected by the Company from the Municipal Tax shall be remitted to the governmental body in the manner required by law.

**1989 Monthly Rate Reduction:**

Pursuant to Order of the Florida Public Service Commission in Docket No. 870220-E1, all charges computed under each rate schedule, except as otherwise noted therein, and excluding the Fuel Cost Recovery Factor, Energy Conservation Cost Recovery Clause, Franchise Fee, and Municipal Tax, shall be decreased by 1.391% for the billing months of January, 1989, through December, 1989.

ISSUED BY: T. W. Raines, Jr., Director, Rate Department

EFFECTIVE: OCTOBER 1, 1989



**RATE SCHEDULE BA-1  
BILLING ADJUSTMENTS****Applicable:**

To the Rate Per Month provision in each of the Company's filed rate schedules which reference the billing adjustments set forth below.

**Fuel Cost Recovery Factor:**

The Fuel Cost Recovery Factors applicable to the Fuel Charge under the Company's various rate schedules are determined semiannually by the Florida Public Service Commission for six-month periods beginning in April and October. These Factors are designed to recover the costs of fuel and purchased power incurred by the Company to provide electric service to its customers, and are adjusted to reflect changes in these costs from one six-month period to the next. Revisions to the Fuel Cost Recovery Factors within the described six-month periods may be determined in the event of a significant change in fuel and purchased power costs. The Fuel Cost Recovery Factors approved by the Commission for the billing months of August, 1989, and September, 1989, are as follows:

<u>Metering Voltage:</u>	<u>Charge Per KWH - ¢</u>		
	<u>Levelized</u>	<u>On-Peak</u>	<u>Off-Peak</u>
Distribution Secondary (Except OL-1 & SL-1)	2.470	2.907	1.940
Distribution Primary	2.437	2.869	1.914
Transmission	2.399	2.824	1.884
Rate Schedules OL-1 & SL-1	2.121	-	-

**Energy Conservation Cost Recovery Clause:**

An Energy Conservation Cost Recovery Factor applicable to the Energy Charge under the Company's various rate schedules is determined semiannually by the Florida Public Service Commission for six-month periods beginning in April and October. This Factor is designed to recover the costs incurred by the Company under its approved Energy Conservation Programs and is adjusted to reflect changes in these costs from one six-month period to the next. The Energy Conservation Cost Recovery Factor approved by the Commission for the billing months of April, 1989, through September, 1989, is 0.153 cents per KWH.

**Franchise Fee:**

A Franchise Fee is applied to the charges for electric service (exclusive of any Municipal Tax) provided to customers within the jurisdictional limits of each municipal or other governmental body requiring the payment of a fee from the Company pursuant to a franchise ordinance. The Franchise Fee shall be determined in a manner which reflects the Company's payments to a governmental body and related gross receipts taxes and regulatory assessment fee which are attributable to the Customer's charges for electric service.

**Municipal Tax:**

A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body's utility tax ordinance, and the amount collected by the Company from the Municipal Tax shall be remitted to the governmental body in the manner required by law.

**1989 Monthly Rate Reduction:**

Pursuant to Order of the Florida Public Service Commission in Docket No. 870220-E1, all charges computed under each rate schedule, except as otherwise noted therein, and excluding the Fuel Cost Recovery Factor, Energy Conservation Cost Recovery Clause, Franchise Fee, and Municipal Tax, shall be decreased by 1.391% for the billing months of January, 1989, through December, 1989.

ISSUED BY: T. W. Raines, Jr., Director, Rate Department

EFFECTIVE: AUGUST 1, 1989

**RATE SCHEDULE BA-1  
BILLING ADJUSTMENTS****Applicable:**

To the Rate Per Month provision in each of the Company's filed rate schedules which reference the billing adjustments set forth below.

**Fuel Cost Recovery Factor:**

The Fuel Cost Recovery Factors applicable to the Fuel Charge under the Company's various rate schedules are determined semiannually by the Florida Public Service Commission for six-month periods beginning in April and October. These Factors are designed to recover the costs of fuel and purchased power incurred by the Company to provide electric service to its customers, and are adjusted to reflect changes in these costs from one six-month period to the next. Revisions to the Fuel Cost Recovery Factors within the described six-month periods may be determined in the event of a significant change in fuel and purchased power costs. The Fuel Cost Recovery Factors approved by the Commission for the billing months of April, 1989, through September, 1989, are as follows:

<u>Metering Voltage:</u>	<u>Charge Per KWH - ¢</u>		
	<u>Levelized</u>	<u>On-Peak</u>	<u>Off-Peak</u>
Distribution Secondary (Except OL-1 & SL-1)	2.073	2.691	1.790
Distribution Primary	2.046	2.655	1.767
Transmission	2.014	2.613	1.739
Rate Schedules OL-1 & SL-1	1.959	-	-

**Energy Conservation Cost Recovery Clause:**

An Energy Conservation Cost Recovery Factor applicable to the Energy Charge under the Company's various rate schedules is determined semiannually by the Florida Public Service Commission for six-month periods beginning in April and October. This Factor is designed to recover the costs incurred by the Company under its approved Energy Conservation Programs and is adjusted to reflect changes in these costs from one six-month period to the next. The Energy Conservation Cost Recovery Factor approved by the Commission for the billing months of April, 1989, through September, 1989, is 0.153 cents per KWH.

**Franchise Fee:**

A Franchise Fee is applied to the charges for electric service (exclusive of any Municipal Tax) provided to customers within the jurisdictional limits of each municipal or other governmental body requiring the payment of a fee from the Company pursuant to a franchise ordinance. The Franchise Fee shall be determined in a manner which reflects the Company's payments to a governmental body and related gross receipts taxes and regulatory assessment fee which are attributable to the Customer's charges for electric service.

**Municipal Tax:**

A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body's utility tax ordinance, and the amount collected by the Company from the Municipal Tax shall be remitted to the governmental body in the manner required by law.

**1989 Monthly Rate Reduction:**

Pursuant to Order of the Florida Public Service Commission in Docket No. 870220-EI, all charges computed under each rate schedule, except as otherwise noted therein, and excluding the Fuel Cost Recovery Factor, Energy Conservation Cost Recovery Clause, Franchise Fee, and Municipal Tax, shall be decreased by 1.391% for the billing months of January, 1989, through December, 1989.

ISSUED BY: T. W. Raines, Jr., Director, Rate Department

EFFECTIVE: APRIL 1, 1989

**RATE SCHEDULE BA-1  
BILLING ADJUSTMENTS****Applicable:**

To the Rate Per Month provision in each of the Company's filed rate schedules which reference the billing adjustments set forth below.

**Fuel Cost Recovery Factor:**

The Fuel Cost Recovery Factors applicable to the Fuel Charge under the Company's various rate schedules are determined semiannually by the Florida Public Service Commission for six-month periods beginning in April and October. These factors are designed to recover the costs of fuel and purchased power incurred by the Company to provide electric service to its customers, and are adjusted to reflect changes in these costs from one six-month period to the next. Revisions to the Fuel Cost Recovery Factors within the described six-month periods may be determined in the event of a significant change in fuel and purchased power costs. The Fuel Cost Recovery Factors approved by the Commission for the billing months of October, 1988, through March, 1989, are as follows:

<u>Metering Voltage:</u>	<u>Charge Per KWH - ¢</u>		
	<u>Levelized</u>	<u>On-Peak</u>	<u>Off-Peak</u>
Distribution Secondary (Except OL-1 & SL-1)	2.055	2.497	1.893
Distribution Primary	2.028	2.464	1.868
Transmission	1.996	2.425	1.838
Rate Schedules OL-1 & SL-1	2.005	-	-

**Energy Conservation Cost Recovery Clause:**

An Energy Conservation Cost Recovery Factor applicable to the Energy Charge under the Company's various rate schedules is determined semiannually by the Florida Public Service Commission for six-month periods beginning in April and October. This factor is designed to recover the costs incurred by the Company under its approved Energy Conservation Programs and is adjusted to reflect changes in these costs from one six-month period to the next. The Energy Conservation Cost Recovery Factor approved by the Commission for the billing months of October, 1988, through March, 1989, is 0.189 cents per KWH.

**Franchise Fee:**

A Franchise Fee is applied to the charges for electric service (exclusive of any Municipal Tax) provided to customers within the jurisdictional limits of each municipal or other governmental body requiring the payment of a fee from the Company pursuant to a franchise ordinance. The Franchise Fee shall be determined in a manner which reflects the Company's payments to a governmental body and related gross receipts taxes and regulatory assessment fee which are attributable to the Customer's charges for electric service.

**Municipal Tax:**

A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body's utility tax ordinance, and the amount collected by the Company from the Municipal Tax shall be remitted to the governmental body in the manner required by law.

**1989 Monthly Rate Reduction:**

Pursuant to Order of the Florida Public Service Commission in Docket No. 870220-EI, all charges computed under each rate schedule, except as otherwise noted therein, and excluding the Fuel Cost Recovery Factor, Energy Conservation Cost Recovery Clause, Franchise Fee, and Municipal Tax, shall be decreased by 1.391% for the billing months of January, 1989, through December, 1989.

ISSUED BY: T. W. Raines, Jr., Director, Rate Department

EFFECTIVE: JANUARY 1, 1989

**RATE SCHEDULE BA-1  
BILLING ADJUSTMENTS**
**Applicable:**

To the Rate Per Month provision in each of the Company's filed rate schedules which reference the billing adjustments set forth below.

**Fuel Cost Recovery Factor:**

The Fuel Cost Recovery Factors applicable to the Fuel Charge under the Company's various rate schedules are determined semi-annually by the Florida Public Service Commission for six-month periods beginning in April and October. These Factors are designed to recover the costs of fuel and purchased power incurred by the Company to provide electric service to its customers, and are adjusted to reflect changes in these costs from one six-month period to the next. Revisions to the Fuel Cost Factors within the described six-month periods may be determined in the event of a significant change in fuel and purchased power costs. The Fuel Cost Recovery Factors approved by the Commission for the billing months of October, 1988 through March, 1989 are as follows:

**Metering Voltage:**

	Charge Per KWH - ¢		
	Levelized	On-Peak	Off-Peak
Distribution Secondary (Except OL-1 & SL-1)	2.055	2.497	1.893
Distribution Primary	2.028	2.464	1.868
Transmission	1.996	2.425	1.838
Rate Schedules OL-1 & SL-1	2.005	-	-

**Energy Conservation Cost Recovery Clause:**

An Energy Conservation Cost Recovery Factor applicable to the Energy Charge under the Company's various rate schedules is determined semi-annually by the Florida Public Service Commission for six-months periods beginning in April and October. This Factor is designed to recover the costs incurred by the Company under its approved Energy Conservation Programs, and are adjusted to reflect changes in these costs from one six-month period to the next. The Energy Conservation Cost Recovery Factor approved by the Commission for the billing months of October, 1988 through March, 1989 is .189 cents per KWH.

**Franchise Fee:**

A Franchise Fee is applied to the charges for electric service (exclusive of any Municipal Tax) provided to customers within the jurisdictional limits of each municipal or other governmental body requiring the payment of a fee from the Company pursuant to a franchise ordinance. The Franchise Fee shall be determined in a manner which reflects the Company's payments to a governmental body and related gross receipts taxes and regulatory assessment fees which are attributable to the customer's charges for electric service.

**Municipal Tax:**

A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body's utility tax ordinance, and the amount collected by the Company from the Municipal Tax shall be remitted to the governmental body in the manner required by law.

(Continued on Page No. 2)

ISSUED BY: T. W. Raines, Jr., Director, Rate Department

EFFECTIVE: OCTOBER 1, 1988



**RATE SCHEDULE BA-1  
BILLING ADJUSTMENTS**
**Applicable:**

To the Rate Per Month provision in each of the Company's filed rate schedules which reference the billing adjustments set forth below.

**Fuel Cost Recovery Factor:**

The Fuel Cost Recovery Factors applicable to the Fuel Charge under the Company's various rate schedules are determined semi-annually by the Florida Public Service Commission for six-month periods beginning in April and October. These Factors are designed to recover the costs of fuel and purchased power incurred by the Company to provide electric service to its customers, and are adjusted to reflect changes in these costs from one six-month period to the next. Revisions to the Fuel Cost Factors within the described six-month periods may be determined in the event of a significant change in fuel and purchased power costs. The Fuel Cost Recovery Factors approved by the Commission for the billing months of July, 1988 through September, 1988 are as follows:

**Metering Voltage:**

	Charge Per KWH - ¢		
	Levelized	On-Peak	Off-Peak
Distribution Secondary (Except OL-1 & SL-1)	2.194	2.670	1.956
Distribution Primary	2.140	2.604	1.908
Transmission	2.106	2.563	1.878
Rate Schedules OL-1 & SL-1	2.090	-	-

**Energy Conservation Cost Recovery Clause:**

An Energy Conservation Cost Recovery Factor applicable to the Energy Charge under the Company's various rate schedules is determined semi-annually by the Florida Public Service Commission for six-months periods beginning in April and October. This Factor is designed to recover the costs incurred by the Company under its approved Energy Conservation Programs, and are adjusted to reflect changes in these costs from one six-month period to the next. The Energy Conservation Cost Recovery Factor approved by the Commission for the billing months of April, 1988 through September, 1988 is .156 cents per KWH.

**Franchise Fee:**

A Franchise Fee is applied to the charges for electric service (exclusive of any Municipal Tax) provided to customers within the jurisdictional limits of each municipal or other governmental body requiring the payment of a fee from the Company pursuant to a franchise ordinance. The Franchise Fee shall be determined in a manner which reflects the Company's payments to a governmental body and related gross receipts taxes and regulatory assessment fees which are attributable to the customer's charges for electric service.

**Municipal Tax:**

A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body's utility tax ordinance, and the amount collected by the Company from the Municipal Tax shall be remitted to the governmental body in the manner required by law.

(Continued on Page No. 2)

ISSUED BY: T. W. Raines, Jr., Director, Rate Department

EFFECTIVE: JULY 1, 1988

**RATE SCHEDULE BA-1  
BILLING ADJUSTMENTS**
**Applicable:**

To the Rate Per Month provision in each of the Company's filed rate schedules which reference the billing adjustments set forth below.

**Fuel Cost Recovery Factor:**

The Fuel Cost Recovery Factors applicable to the Fuel Charge under the Company's various rate schedules are determined semi-annually by the Florida Public Service Commission for six-month periods beginning in April and October. These Factors are designed to recover the costs of fuel and purchased power incurred by the Company to provide electric service to its customers, and are adjusted to reflect changes in these costs from one six-month period to the next. The Fuel Cost Recovery Factors approved by the Commission for the billing months of April, 1988 through September, 1988 are as follows:

**Metering Voltage:**

	Charge Per KWH - ¢		
	<u>Levelized</u>	<u>On-Peak</u>	<u>Off-Peak</u>
Distribution Secondary (Except OL-1 & SL-1)	2.496	3.041	2.224
Distribution Primary	2.434	2.966	2.169
Transmission	2.396	2.920	2.135
Rate Schedules OL-1 & SL-1	2.377	-	-

**Energy Conservation Cost Recovery Clause:**

An Energy Conservation Cost Recovery Factor applicable to the Energy Charge under the Company's various rate schedules is determined semi-annually by the Florida Public Service Commission for six-months periods beginning in April and October. This Factor is designed to recover the costs incurred by the Company under its approved Energy Conservation Programs, and are adjusted to reflect changes in these costs from one six-month period to the next. The Energy Conservation Cost Recovery Factor approved by the Commission for the billing months of April, 1988 through September, 1988 is .156 cents per KWH.

**Franchise Fee:**

A Franchise Fee is applied to the charges for electric service (exclusive of any Municipal Tax) provided to customers within the jurisdictional limits of each municipal or other governmental body requiring the payment of a fee from the Company pursuant to a franchise ordinance. The Franchise Fee shall be determined in a manner which reflects the Company's payments to a governmental body and related gross receipts taxes and regulatory assessment fees which are attributable to the customer's charges for electric service.

**Municipal Tax:**

A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body's utility tax ordinance, and the amount collected by the Company from the Municipal Tax shall be remitted to the governmental body in the manner required by law.

(Continued on Page No. 2)

ISSUED BY: T. W. Raines, Jr., Director, Rate Department

EFFECTIVE: APRIL 1, 1988

# RATE SCHEDULE BA-1 BILLING ADJUSTMENTS

## Applicable:

To the Rate Per Month provision in each of the Company's filed rate schedules which reference the billing adjustments set forth below.

## Fuel Cost Recovery Factor:

The Fuel Cost Recovery Factors applicable to the Fuel Charge under the Company's various rate schedules are determined semi-annually by the Florida Public Service Commission for six-month periods beginning in April and October. These Factors are designed to recover the costs of fuel and purchased power incurred by the Company to provide electric service to its customers, and are adjusted to reflect changes in these costs from one six-month period to the next. The Fuel Cost Recovery Factors approved by the Commission for the billing months of October, 1987 thru March, 1988, are as follows:

Metering Voltage:	Charge Per KWH - ¢		
	Levelized	On-Peak	Off-Peak
Distribution Secondary (Except OL-1 & SL-1)	2.324	2.825	2.120
Distribution Primary	2.267	2.755	2.068
Transmission	2.231	2.712	2.036
Rate Schedules OL-1 & SL-1	2.252	-	-

## Energy Conservation Cost Recovery Clause:

An Energy Conservation Cost Recovery Factor applicable to the Energy Charge under the Company's various rate schedules is determined semi-annually by the Florida Public Service Commission for six-month periods beginning in April and October. This Factor is designed to recover the costs incurred by the Company under its approved Energy Conservation Programs, and are adjusted to reflect changes in these costs from one six-month period to the next. The Energy Conservation Cost Recovery Factor approved by the Commission for the billing months of October, 1987, through March, 1988, is .171 cents per KWH.

## Franchise Fee:

A Franchise Fee is applied to the charges for electric service (exclusive of any Municipal Tax) provided to customers within the jurisdictional limits of each municipal or other governmental body requiring the payment of a fee from the Company pursuant to a franchise ordinance. The Franchise Fee shall be determined in a manner which reflects the Company's payments to a governmental body and related gross receipts taxes and regulatory assessment fees which are attributable to the customer's charges for electric service.

## Municipal Tax:

A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body's utility tax ordinance, and the amount collected by the Company from the Municipal Tax shall be remitted to the governmental body in the manner required by law.

(Continued on Page No. 2)

**RATE SCHEDULE BA-1  
BILLING ADJUSTMENTS**
**Applicable:**

To the Rate Per Month provision in each of the Company's filed rate schedules which reference the billing adjustments set forth below.

**Fuel Cost Recovery Factor:**

The Fuel Cost Recovery Factors applicable to the Fuel Charge under the Company's various rate schedules are determined semi-annually by the Florida Public Service Commission for six-month periods beginning in April and October. These Factors are designed to recover the costs of fuel and purchased power incurred by the Company to provide electric service to its customers, and are adjusted to reflect changes in these costs from one six-month period to the next. The Fuel Cost Recovery Factors approved by the Commission for the billing months of April, 1987 thru September, 1987, are as follows:

<u>Group</u>	<u>Rate Schedules</u>	<u>Charge Per KWH - ¢</u>		
		<u>Levelized</u>	<u>On-Peak</u>	<u>Off-Peak</u>
A	RS-1, RSL-1, RST-1, GS-1, GST-1, GS-2, MS-1	2.008	2.558	1.722
	OL-1, SL-1	1.879	-	-
B	GSD-1, GSDT-1	2.006	2.556	1.721
C	GSLD-1, GSLDT-1	1.987	2.532	1.705
D	IS-1, IST-1, CS-1, CST-1 GSLD-2, GSLDT-2	1.955	2.490	1.677

**Energy Conservation Cost Recovery Clause:**

An Energy Conservation Cost Recovery Factor applicable to the Energy Charge under the Company's various rate schedules is determined semi-annually by the Florida Public Service Commission for six-months periods beginning in April and October. This Factor is designed to recover the costs incurred by the Company under its approved Energy Conservation Programs, and are adjusted to reflect changes in these costs from one six-month period to the next. The Energy Conservation Cost Recovery Factor approved by the Commission for the billing months of April, 1987, through September, 1987, is .138 cents per KWH.

**Franchise Fee:**

A Franchise Fee is applied to the charges for electric service (exclusive of any Municipal Tax) provided to customers within the jurisdictional limits of each municipal or other governmental body requiring the payment of a fee from the Company pursuant to a franchise ordinance. The Franchise Fee shall be determined in a manner which reflects the Company's payments to a governmental body and related gross receipts taxes and regulatory assessment fees which are attributable to the customer's charges for electric service.

**Municipal Tax:**

A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body's utility tax ordinance, and the amount collected by the Company from the Municipal Tax shall be remitted to the governmental body in the manner required by law.

(Continued on Page No. 2)

ISSUED BY: T. W. Raines, Jr., Director, Rate Department

EFFECTIVE: APRIL 1, 1987

**RATE SCHEDULE BA-1  
BILLING ADJUSTMENTS**
**Applicable:**

To the Rate Per Month provision in each of the Company's filed rate schedules which reference the billing adjustments set forth below.

**Fuel Cost Recovery Factor:**

The Fuel Cost Recovery Factors applicable to the Fuel Charge under the Company's various rate schedules are determined semi-annually by the Florida Public Service Commission for six-month periods beginning in April and October. These Factors are designed to recover the costs of fuel and purchased power incurred by the Company to provide electric service to its customers, and are adjusted to reflect changes in these costs from one six-month period to the next. The Fuel Cost Recovery Factors approved by the Commission for the billing months of October, 1986, through March, 1987, are as follows:

<u>Group</u>	<u>Rate Schedules</u>	<u>Charge Per KWH - ¢</u>		
		<u>Levelized</u>	<u>On-Peak</u>	<u>Off-Peak</u>
A	RS-1, RSL-1, RST-1, GS-1, GST-1, GS-2, MS-1	1.943	2.118	1.872
	OL-1, SL-1	1.918	-	-
B	GSD-1, GSDT-1	1.942	2.116	1.871
C	GSLD-1, GSLDT-1	1.923	2.096	1.853
D	IS-1, IST-1, CS-1, CST-1 GSLD-2, GSLDT-2	1.892	2.062	1.823

**Energy Conservation Cost Recovery Clause:**

An Energy Conservation Cost Recovery Factor applicable to the Energy Charge under the Company's various rate schedules is determined semi-annually by the Florida Public Service Commission for six-months periods beginning in April and October. This Factor is designed to recover the costs incurred by the Company under its approved Energy Conservation Programs, and are adjusted to reflect changes in these costs from one six-month period to the next. The Energy Conservation Cost Recovery Factor approved by the Commission for the billing months of October, 1986, through March, 1987, is .138 cents per KWH.

**Franchise Fee:**

A Franchise Fee is applied to the charges for electric service (exclusive of any Municipal Tax) provided to customers within the jurisdictional limits of each municipal or other governmental body requiring the payment of a fee from the Company pursuant to a franchise ordinance. The Franchise Fee shall be determined in a manner which reflects the Company's payments to a governmental body and related gross receipts taxes and regulatory assessment fees which are attributable to the customer's charges for electric service.

**Municipal Tax:**

A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body's utility tax ordinance, and the amount collected by the Company from the Municipal Tax shall be remitted to the governmental body in the manner required by law.

(Continued on Page No. 2)

ISSUED BY: T. W. Raines, Jr., Director, Rate Department

EFFECTIVE: JANUARY 1, 1987



**RATE SCHEDULE BA-1  
BILLING ADJUSTMENTS**
**Applicable:**

To the Rate Per Month provision in each of the Company's filed rate schedules which reference the billing adjustments set forth below.

**Fuel Cost Recovery Factor:**

The Fuel Cost Recovery Factors applicable to the Fuel Charge under the Company's various rate schedules are determined semi-annually by the Florida Public Service Commission for six-month periods beginning in April and October. These Factors are designed to recover the costs of fuel and purchased power incurred by the Company to provide electric service to its customers, and are adjusted to reflect changes in these costs from one six-month period to the next. The Fuel Cost Recovery Factors approved by the Commission for the billing months of October, 1986, through March, 1987, are as follows:

<u>Group</u>	<u>Rate Schedules</u>	<u>Charge Per KWH - ¢</u>		
		<u>Levelized</u>	<u>On-Peak</u>	<u>Off-Peak</u>
A	RS-1, RSL-1, RST-1, GS-1, GST-1, GS-2, MS-1	1.943	2.118	1.872
	OL-1, SL-1	1.918	-	-
B	GSD-1, GSDT-1	1.942	2.116	1.871
C	GSLD-1, GSLDT-1	1.923	2.096	1.853
D	IS-1, IST-1, CS-1, CST-1 GSLD-2, GSLDT-2	1.892	2.062	1.823

**Energy Conservation Cost Recovery Clause:**

An Energy Conservation Cost Recovery Factor applicable to the Energy Charge under the Company's various rate schedules is determined semi-annually by the Florida Public Service Commission for six-months periods beginning in April and October. This Factor is designed to recover the costs incurred by the Company under its approved Energy Conservation Programs, and are adjusted to reflect changes in these costs from one six-month period to the next. The Energy Conservation Cost Recovery Factor approved by the Commission for the billing months of October, 1986, through March, 1987, is .138 cents per KWH.

**Franchise Fee:**

A Franchise Fee is applied to the charges for electric service (exclusive of any Municipal Tax) provided to customers within the jurisdictional limits of each municipal or other governmental body requiring the payment of a fee from the Company pursuant to a franchise ordinance. The Franchise Fee shall be determined in a manner which reflects the Company's payments to a governmental body and related gross receipts taxes and regulatory assessment fees which are attributable to the customer's charges for electric service.

**Municipal Tax:**

A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body's utility tax ordinance, and the amount collected by the Company from the Municipal Tax shall be remitted to the governmental body in the manner required by law.

ISSUED BY: T. W. Raines, Jr., Director, Rate Department

EFFECTIVE: OCTOBER 1, 1986



**RATE SCHEDULE BA-1  
BILLING ADJUSTMENTS**

**Applicable:**

To the Rate Per Month provision in each of the Company's filed rate schedules which reference the billing adjustments set forth below.

**Fuel Cost Recovery Factor:**

The Fuel Cost Recovery Factors applicable to the Fuel Charge under the Company's various rate schedules are determined semi-annually by the Florida Public Service Commission for six-month periods beginning in April and October. These Factors are designed to recover the costs of fuel and purchased power incurred by the Company to provide electric service to its customers, and are adjusted to reflect changes in these costs from one six-month period to the next. The Fuel Cost Recovery Factors approved by the Commission for the billing months of April, 1986, through September, 1986, are as follows:

Group	Rate Schedules	Charge Per KWH - ¢		
		Levelized	On-Peak	Off-Peak
A	RS-1, RSL-1, RST-1, GS-1, GST-1, GS-2, MS-1	2.867	3.111	2.744
	OL-1, SL-1	2.812	-	-
B	GSD-1, GSDT-1	2.865	3.109	2.742
C	GSLD-1, GSLDT-1	2.843	3.085	2.721
D	IS-1, IST-1, CS-1, CST-1 GSLD-2, GSLDT-2	2.798	3.036	2.678

**Energy Conservation Cost Recovery Clause:**

An Energy Conservation Cost Recovery Factor applicable to the Energy Charge under the Company's various rate schedules is determined semi-annually by the Florida Public Service Commission for six-months periods beginning in April and October. This Factor is designed to recover the costs incurred by the Company under its approved Energy Conservation Programs, and are adjusted to reflect changes in these costs from one six-month period to the next. The Energy Conservation Cost Recovery Factor approved by the Commission for the billing months of April, 1986, through September, 1986, is .147 cents per KWH.

**Franchise Fee:**

A Franchise Fee is applied to the charges for electric service (exclusive of any Municipal Tax) provided to customers within the jurisdictional limits of each municipal or other governmental body requiring the payment of a fee from the Company pursuant to a franchise ordinance. The Franchise Fee shall be determined in a manner which reflects the Company's payments to a governmental body and related gross receipts taxes and regulatory assessment fees which are attributable to the customer's charges for electric service.

**Municipal Tax:**

A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body's utility tax ordinance, and the amount collected by the Company from the Municipal Tax shall be remitted to the governmental body in the manner required by law.

ISSUED BY: T. W. Raines, Jr., Director, Rate Department

EFFECTIVE: APRIL 1, 1986



**RATE SCHEDULE BA-1  
BILLING ADJUSTMENTS**

**Applicable:**

To the Rate Per Month provision in each of the Company's filed rate schedules which reference the billing adjustments set forth below.

**Fuel Cost Recovery Factor:**

The Fuel Cost Recovery Factors applicable to the Fuel Charge under the Company's various rate schedules are determined semi-annually by the Florida Public Service Commission for six-month periods beginning in April and October. These Factors are designed to recover the costs of fuel and purchased power incurred by the Company to provide electric service to its customers, and are adjusted to reflect changes in these costs from one six-month period to the next. The Fuel Cost Recovery Factors approved by the Commission for the billing months of October, 1985, through March, 1986, are as follows:

<u>Group</u>	<u>Rate Schedules</u>	<u>Charge Per KWH - ¢</u>		
		<u>Levelized</u>	<u>On-Peak</u>	<u>Off-Peak</u>
A	RS-1, RSL-1, RST-1, GS-1, GST-1, GS-2, MS-1	2.418	2.643	2.328
	OL-1, SL-1	2.387	-	-
B	GSD-1, GSDT-1	2.416	2.641	2.327
C	GSLD-1, GSLDT-1	2.397	2.621	2.309
D	IS-1, IST-1, CS-1, CST-1 GSLD-2, GSLDT-2	2.360	2.580	2.272

**Energy Conservation Cost Recovery Clause:**

An Energy Conservation Cost Recovery Factor applicable to the Energy Charge under the Company's various rate schedules is determined semi-annually by the Florida Public Service Commission for six-months periods beginning in April and October. This Factor is designed to recover the costs incurred by the Company under its approved Energy Conservation Programs, and are adjusted to reflect changes in these costs from one six-month period to the next. The Energy Conservation Cost Recovery Factor approved by the Commission for the billing months of October, 1985 through March, 1986, is .156 cents per KWH.

**Franchise Fee:**

A Franchise Fee is applied to the charges for electric service (exclusive of any Municipal Tax) provided to customers within the jurisdictional limits of each municipal or other governmental body requiring the payment of a fee from the Company pursuant to a franchise ordinance. The Franchise Fee shall be determined in a manner which reflects the Company's payments to a governmental body and related gross receipts taxes and regulatory assessment fees which are attributable to the customer's charges for electric service.

**Municipal Tax:**

A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body's utility tax ordinance, and the amount collected by the Company from the Municipal Tax shall be remitted to the governmental body in the manner required by law.





**RATE SCHEDULE BA-1  
BILLING ADJUSTMENTS**

**Applicable:**

To the Rate Per Month provision in each of the Company's filed rate schedules which reference the billing adjustments set forth below.

**Fuel Cost Recovery Factor:**

The Fuel Cost Recovery Factors applicable to the Fuel Charge under the Company's various rate schedules are determined semi-annually by the Florida Public Service Commission for six-month periods beginning in April and October. These Factors are designed to recover the costs of fuel and purchased power incurred by the Company to provide electric service to its customers, and are adjusted to reflect changes in these costs from one six-month period to the next. The Fuel Cost Recovery Factors approved by the Commission for the billing months of April, 1985, through September, 1985, are as follows:

Group	Rate Schedules	Charge Per KWH - ¢		
		Levelized	On-Peak	Off-Peak
A	RS-1, RSL-1, RST-1, GS-1, GST-1, GS-2, MS-1,	2.728	3.336	2.411
	OL-1, SL-1	2.584	-	-
B	GSD-1, GSDT-1	2.724	3.332	2.408
C	GSLD-1, GSLDT-1	2.693	3.293	2.381
D	IS-1, IST-1, CS-1, CST-1 GSLD-2, GSLDT-2	2.645	3.235	2.338

**Energy Conservation Cost Recovery Clause:**

An Energy Conservation Cost Recovery Factor applicable to the Energy Charge under the Company's various rate schedules is determined semi-annually by the Florida Public Service Commission for six-months periods beginning in April and October. This Factor is designed to recover the costs incurred by the Company under its approved Energy Conservation Programs, and are adjusted to reflect changes in these costs from one six-month period to the next. The Energy Conservation Cost Recovery Factor approved by the Commission for the billing months of April, 1985 through September, 1985 is .137 cents per KWH.

**Franchise Fee:**

A Franchise Fee is applied to the charges for electric service (exclusive of any Municipal Tax) provided to customers within the jurisdictional limits of each municipal or other governmental body requiring the payment of a fee from the Company pursuant to a franchise ordinance. The Franchise Fee shall be determined in a manner which reflects the Company's payments to a governmental body and related gross receipts taxes and regulatory assessment fees which are attributable to the customer's charges for electric service.

**Municipal Tax:**

A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body's utility tax ordinance, and the amount collected by the Company from the Municipal Tax shall be remitted to the governmental body in the manner required by law.



**RATE SCHEDULE BA-1  
BILLING ADJUSTMENTS**

**Applicable:**

To the Rate Per Month provision in each of the Company's filed rate schedules which reference the billing adjustments set forth below.

**Fuel Cost Recovery Factor:**

The Fuel Cost Recovery Factors applicable to the Fuel Charge under the Company's various rate schedules are determined semi-annually by the Florida Public Service Commission for six-month periods beginning in April and October. These Factors are designed to recover the costs of fuel and purchased power incurred by the Company to provide electric service to its customers, and are adjusted to reflect changes in these costs from one six-month period to the next. The Fuel Cost Recovery Factors approved by the Commission effective with meter readings beginning November 19, 1984 through March 31, 1985 are as follows:

Group	Rate Schedules	Charge Per KWH - ¢		
		Levelized	On-Peak	Off-Peak
A	RS-1, RSL-1, RST-1, GS-1, GST-1, GS-2, MS-1,	2.335	2.557	2.249
	OL-1, SL-1	2.307	-	-
B	GSD-1, GSDT-1	2.332	2.554	2.247
C	GSLD-1, GSLDT-1	2.305	2.524	2.221
D	IS-1, IST-1, CS-1, CST-1 GSLD-2, GSLDT-2	2.264	2.480	2.181

**Energy Conservation Cost Recovery Clause:**

An Energy Conservation Cost Recovery Factor applicable to the Energy Charge under the Company's various rate schedules is determined semi-annually by the Florida Public Service Commission for six-months periods beginning in April and October. This Factor is designed to recover the costs incurred by the Company under its approved Energy Conservation Programs, and are adjusted to reflect changes in these costs from one six-month period to the next. The Energy Conservation Cost Recovery Factor approved by the Commission for the billing months of October, 1984 through March, 1985 is .137 cents per KWH.

**Franchise Fee:**

A Franchise Fee is applied to the charges for electric service (exclusive of any Municipal Tax) provided to customers within the jurisdictional limits of each municipal or other governmental body requiring the payment of a fee from the Company pursuant to a franchise ordinance. The Franchise Fee shall be determined in a manner which reflects the Company's payments to a governmental body and related gross receipts taxes and regulatory assessment fees which are attributable to the customer's charges for electric service.

**Municipal Tax:**

A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body's utility tax ordinance, and the amount collected by the Company from the Municipal Tax shall be remitted to the governmental body in the manner required by law.

ISSUED BY: T. W. Raines, Jr., Director, Rate Department

EFFECTIVE: NOVEMBER 19, 1984



**RATE SCHEDULE BA-1  
BILLING ADJUSTMENTS**

**Applicable:**

To the Rate Per Month provision in each of the Company's filed rate schedules which reference the billing adjustments set forth below.

**Fuel Cost Recovery Factor:**

The Fuel Cost Recovery Factors applicable to the Fuel Charge under the Company's various rate schedules are determined semi-annually by the Florida Public Service Commission for six-month periods beginning in April and October. These Factors are designed to recover the costs of fuel and purchased power incurred by the Company to provide electric service to its customers, and are adjusted to reflect changes in these costs from one six-month period to the next. The Fuel Cost Recovery Factors approved by the Commission for the billing months of October, 1984 through thirty days after commercial operation of Crystal River Unit #5, are as follows:

Group	Rate Schedules	Charge Per KWH - ¢		
		Levelized	On-Peak	Off-Peak
A	RS-1, RSL-1, RST-1, GS-1, GST-1, GS-2, MS-1, TS-1	2.916	3.190	2.809
	OL-1, SL-1	2.880	-	-
B	GSD-1, GSDT-1	2.912	3.186	2.806
C	GSLD-1, GSLDT-1	2.879	3.150	2.773
D	IS-1, IST-1, IST-2, CS-1 CST-1, GSLD-2, GSLDT-2	2.828	3.094	2.724

**Energy Conservation Cost Recovery Clause:**

An Energy Conservation Cost Recovery Factor applicable to the Energy Charge under the Company's various rate schedules is determined semi-annually by the Florida Public Service Commission for six-months periods beginning in April and October. This Factor is designed to recover the costs incurred by the Company under its approved Energy Conservation Programs, and are adjusted to reflect changes in these costs from one six-month period to the next. The Energy Conservation Cost Recovery Factor approved by the Commission for the billing months of October, 1984 through March, 1985 is .137 cents per KWH.

**Franchise Fee:**

A Franchise Fee is applied to the charges for electric service (exclusive of any Municipal Tax) provided to customers within the jurisdictional limits of each municipal or other governmental body requiring the payment of a fee from the Company pursuant to a franchise ordinance. The Franchise Fee shall be determined in a manner which reflects the Company's payments to a governmental body and related gross receipts taxes and regulatory assessment fees which are attributable to the customer's charges for electric service.

**Municipal Tax:**

A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body's utility tax ordinance, and the amount collected by the Company from the Municipal Tax shall be remitted to the governmental body in the manner required by law.

ISSUED BY: T. W. Raines, Jr., Director, Rate Department

EFFECTIVE: OCTOBER 11, 1984



**RATE SCHEDULE BA-1  
BILLING ADJUSTMENTS**

**Applicable:**

To the Rate Per Month provision in each of the Company's filed rate schedules which reference the billing adjustments set forth below.

**Fuel Cost Recovery Factor:**

The Fuel Cost Recovery Factors applicable to the Fuel Charge under the Company's various rate schedules are determined semi-annually by the Florida Public Service Commission for six-month periods beginning in April and October. These Factors are designed to recover the costs of fuel and purchased power incurred by the Company to provide electric service to its customers, and are adjusted to reflect changes in these costs from one six-month period to the next. The Fuel Cost Recovery Factors approved by the Commission for the billing months of October, 1984 through thirty days after commercial operation of Crystal River Unit #5, are as follows:

Group	Rate Schedules	Charge Per KWH - ¢		
		Levelized	On-Peak	Off-Peak
A	RS-1, RSL-1, RST-1, GS-1, GST-1, MS-1, TS-1	2.916	3.190	2.809
	OL-1, SL-1	2.880	-	-
B	GSD-1, GSDT-1	2.912	3.186	2.806
C	GSLD-1, GSLDT-1	2.879	3.150	2.773
D	IS-1, IST-1, IST-2, CS-1 CST-1, GSLDT-2	2.828	3.094	2.724

**Energy Conservation Cost Recovery Clause:**

An Energy Conservation Cost Recovery Factor applicable to the Energy Charge under the Company's various rate schedules is determined semi-annually by the Florida Public Service Commission for six-months periods beginning in April and October. This Factor is designed to recover the costs incurred by the Company under its approved Energy Conservation Programs, and are adjusted to reflect changes in these costs from one six-month period to the next. The Energy Conservation Cost Recovery Factor approved by the Commission for the billing months of October, 1984 through March, 1985 is .137 cents per KWH.

**Franchise Fee:**

A Franchise Fee is applied to the charges for electric service (exclusive of any Municipal Tax) provided to customers within the jurisdictional limits of each municipal or other governmental body requiring the payment of a fee from the Company pursuant to a franchise ordinance. The Franchise Fee shall be determined in a manner which reflects the Company's payments to a governmental body and related gross receipts taxes and regulatory assessment fees which are attributable to the customer's charges for electric service.

**Municipal Tax:**

A Municipal Tax is applied to the charge for electric service provided to customers within the jurisdictional limits of each municipal or other governmental body imposing a utility tax on such service. The Municipal Tax shall be determined in accordance with the governmental body's utility tax ordinance, and the amount collected by the Company from the Municipal Tax shall be remitted to the governmental body in the manner required by law.

ISSUED BY: T. W. Raines, Jr., Director, Rate Department

EFFECTIVE: OCTOBER 1, 1984



**BILLING ADJUSTMENTS - BA-1**

**Applicable:**

To each filed rate of the Company in which reference is made to Fuel Charge and other billing adjustments.

**Total Fuel and Purchased Power Cost Recovery Clause**

The total fuel and purchased power costs shall be applied to each kilowatt-hour delivered, and shall be computed in accordance with the formula prescribed by the Florida Public Service Commission, which is available for review upon request. The approved fuel and purchased power charges for the billing months of April, 1984, through September, 1984, are as follows:

Group	Rate Schedules	Charge Per KWH - ¢		
		Levelized	On-Peak	Off-Peak
A	RS-1, RSL-1, RST-1, GS-1, GST-1, MS-1, TS-1	3.121	3.492	2.937
	OL-1, SL-1	3.041	-	-
B	GSD-1, GSDT-1	3.117	3.487	2.933
C	GSLD-1, GSLDT-1	3.081	3.447	2.900
D	IS-1, IST-1, IST-2, CS-1 CST-1, GSLDT-2	3.026	3.386	2.848

**Energy Conservation Cost Recovery Clause**

An energy conservation cost adjustment shall be applied to each kilowatt-hour delivered, and shall reflect increases or decreases to the nearest .001¢ per KWH to reflect the recovery of conservation related expenditures by the Company. The Company shall record both projected and actual expenses and revenues associated with the implementation of the Company's Energy Conservation Plan as authorized by the Commission. The procedure for the review, approval, recovery and recording of such costs and revenues is set forth in Commission Rule 25-17.15, F.A.C. The approved energy conservation charge for the billing months of April, 1984 through September, 1984 is .106¢ per KWH.

**General Tax Adjustment**

To the rate shall be added the applicable proportionate part of any taxes and assessments imposed by any governmental authority in excess of those in effect September 1, 1971, which are assessed on the basis of meters, poles or customers, or the price of revenues from electric energy or service sold, or the volume of energy generated or purchased for sale or sold.

**Franchise Fee Adjustment**

Franchise fees shall be billed on all sales within the jurisdiction of those governmental bodies imposing said fees in accordance with Florida Public Service Commission Order No. 6794, dated July 22, 1975, Docket No. 74807-EU(CR).

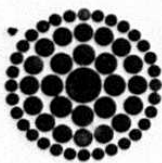
The franchise fee adjustment shall be in the form of a percentage to be added to all customers' bills prior to the application of any appropriate taxes and shall be computed in accordance with a formula which will reflect the amount of the payments the Company is required to make to the specific governmental body in which the customer is located, plus the appropriate state gross receipts, taxes and regulatory assessment fees resulting from such additional revenue.

(Continued on Page No. 2)

ISSUED BY: T. W. Raines, Jr., Director, Rate Department

EFFECTIVE: April 1, 1984





**BILLING ADJUSTMENTS - BA-1**

**Applicable:**

To each filed rate of the Company in which reference is made to Fuel Charge and other billing adjustments.

**Total Fuel and Purchased Power Cost Recovery Clause**

The total fuel and purchased power costs shall be applied to each kilowatt-hour delivered, and shall be computed in accordance with the formula prescribed by the Florida Public Service Commission, which is available for review upon request. The approved fuel and purchased power charges for the billing months of October, 1983, through March, 1984, are as follows:

<u>Group</u>	<u>Rate Schedules</u>	<u>Charge Per KWH - ¢</u>		
		<u>Levelized</u>	<u>On-Peak</u>	<u>Off-Peak</u>
A	RS-1, RSL-1, RST-1, GS-1, GST-1, MS-1, TS-1	2.856	3.165	2.756
	OL-1, SL-1	2.830	-	-
B	GSD-1, GSDT-1	2.854	3.163	2.754
C	GSLD-1, GSLDT-1	2.832	3.139	2.732
D	IS-1, IST-1, IST-2, CS-1 CST-1, GSLDT-2	2.782	3.083	2.684

**Energy Conservation Cost Recovery Clause**

An energy conservation cost adjustment shall be applied to each kilowatt-hour delivered, and shall reflect increases or decreases to the nearest .001¢ per KWH to reflect the recovery of conservation related expenditures by the Company. The Company shall record both projected and actual expenses and revenues associated with the implementation of the Company's Energy Conservation Plan as authorized by the Commission. The procedure for the review, approval, recovery and recording of such costs and revenues is set forth in Commission Rule 25-17.15, F.A.C. The approved energy conservation charge for the billing months of October, 1983, through March, 1984 is .110¢ per KWH.

**General Tax Adjustment**

To the rate shall be added the applicable proportionate part of any taxes and assessments imposed by any governmental authority in excess of those in effect September 1, 1971, which are assessed on the basis of meters, poles or customers, or the price of revenues from electric energy or service sold, or the volume of energy generated or purchased for sale or sold.

**Franchise Fee Adjustment**

Franchise fees shall be billed on all sales within the jurisdiction of those governmental bodies imposing said fees in accordance with Florida Public Service Commission Order No. 6794, dated July 22, 1975, Docket No. 74807-EU(CR).

The franchise fee adjustment shall be in the form of a percentage to be added to all customers' bills prior to the application of any appropriate taxes and shall be computed in accordance with a formula which will reflect the amount of the payments the Company is required to make to the specific governmental body in which the customer is located, plus the appropriate state gross receipts, taxes and regulatory assessment fees resulting from such additional revenue.

(Continued on Page No. 2)

ISSUED BY: T. W. Raines, Jr., Director, Rate Department

EFFECTIVE: OCT 1 1983



**BILLING ADJUSTMENTS - BA-1**

**Applicable:**

To each filed rate of the Company in which reference is made to Fuel Charge and other billing adjustments.

**Total Fuel and Purchased Power Cost Recovery Clause**

The total fuel and purchased power costs shall be applied to each kilowatt-hour delivered, and shall be computed in accordance with the formula prescribed by the Florida Public Service Commission, which is available for review upon request. The approved fuel and purchased power charges for the billing months of April, 1983, through September, 1983, are as follows:

Group	Rate Schedules	Charge Per KWH - ¢		
		Levelized	On-Peak	Off-Peak
A	RS-1, RSL-1, RST-1, GS-1, GST-1, MS-1, TS-1	2.892	3.538	2.579
	OL-1, SL-1	2.758	-	-
B	GSD-1, GSDT-1	2.890	3.536	2.577
C	GSLD-1, GSLDT-1	2.865	3.505	2.554
D	IS-1, IST-1, IST-2, CS-1	2.803	3.430	2.500
	CST-1, GSLDT-2			

**Energy Conservation Cost Recovery Clause**

An energy conservation cost adjustment shall be applied to each kilowatt-hour delivered, and shall reflect increases or decreases to the nearest .001¢ per KWH to reflect the recovery of conservation related expenditures by the Company. The Company shall record both projected and actual expenses and revenues associated with the implementation of the Company's Energy Conservation Plan as authorized by the Commission. The procedure for the review, approval, recovery and recording of such costs and revenues is set forth in Commission Rule 25-17.15, F.A.C. The approved energy conservation charge for the billing months of April, 1983, through September, 1983, is .076¢ per KWH.

**General Tax Adjustment**

To the rate shall be added the applicable proportionate part of any taxes and assessments imposed by any governmental authority in excess of those in effect September 1, 1971, which are assessed on the basis of meters, poles or customers, or the price of revenues from electric energy or service sold, or the volume of energy generated or purchased for sale or sold.

**Franchise Fee Adjustment**

Franchise fees shall be billed on all sales within the jurisdiction of those governmental bodies imposing said fees in accordance with Florida Public Service Commission Order No. 6794, dated July 22, 1975, Docket No. 74807-EU(CR).

The franchise fee adjustment shall be in the form of a percentage to be added to all customers' bills prior to the application of any appropriate taxes and shall be computed in accordance with a formula which will reflect the amount of the payments the Company is required to make to the specific governmental body in which the customer is located, plus the appropriate state gross receipts, taxes and regulatory assessment fees resulting from such additional revenue.





**BILLING ADJUSTMENTS - BA-I**

**Applicable:**

To each filed rate of the Company in which reference is made to Fuel Charge and other billing adjustments.

**Total Fuel and Purchased Power Cost Recovery Clause**

The total fuel and purchased power costs shall be applied to each kilowatt-hour delivered, and shall be computed in accordance with the formula prescribed by the Florida Public Service Commission, which is available for review at any Company office. The current fuel and purchased power charges are as follows:

Group	Rate Schedules	Charge Per KWH - ¢		
		Levelized	On-Peak	Off-Peak
A	RS-1, RSL-1, RST-1, GS-1, GST-1, MS-1, TS-1	3.442	3.687	3.342
	OL-1, SL-1	3.407	-	-
B	GSD-1, GSDT-1	3.421	3.664	3.321
C	GSLD-1, GSLDT-1	3.376	3.617	3.278
D	IS-1, IST-1, IST-2, CS-1, CST-1, GSLDT-2	3.283	3.517	3.188

**Energy Conservation Cost Recovery Clause**

An energy conservation cost adjustment shall be applied to each kilowatt-hour delivered, and shall reflect increases or decreases to the nearest .001¢ per KWH to reflect the recovery of conservation related expenditures by the Company. The Company shall record both projected and actual expenses and revenues associated with the implementation of the Company's Energy Conservation Plan as authorized by the Commission. The procedure for the review, approval, recovery and recording of such costs and revenues is set forth in Commission Rule 25-17.15, F.A.C. The current energy conservation charge is .055¢ per KWH.

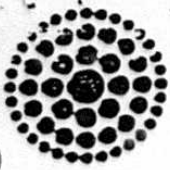
**General Tax Adjustment**

To the rate shall be added the applicable proportionate part of any taxes and assessments imposed by any governmental authority in excess of those in effect September 1, 1971, which are assessed on the basis of meters, poles or customers, or the price of revenues from electric energy or service sold, or the volume of energy generated or purchased for sale or sold.

**Franchise Fee Adjustment**

Franchise fees shall be billed on all sales within the jurisdiction of those governmental bodies imposing said fees in accordance with Florida Public Service Commission Order No. 6794, dated July 22, 1975, Docket No. 74807-EU(CR).

The franchise fee adjustment shall be in the form of a percentage to be added to all customers' bills prior to the application of any appropriate taxes and shall be computed in accordance with a formula which will reflect the amount of the payments the Company is required to make to the specific governmental body in which the customer is located, plus the appropriate state gross receipts, taxes and regulatory assessment fees resulting from such additional revenue.



**BILLING ADJUSTMENTS - BA-1**  
(Continued from Page No. 1)

**1988 MONTHLY RATE REDUCTION:**

Pursuant to Order of the Florida Public Service Commission in Docket No. 870220-EI, all charges computed under each rate schedule, except as otherwise noted therein, and excluding the Fuel Charge, the Conservation Adjustment, and the Franchise Fee Adjustment, shall be decreased by 2.463% for the billing months of January, 1988 through December, 1988.

ISSUED BY: T. W. Raines, Jr., Director, Rate Department

EFFECTIVE: JANUARY 1, 1988



SECTION VI

THIRD REVISED SHEET NO. 6.106

CANCELS SECOND REVISED SHEET NO. 6.106

Page 2 of 2

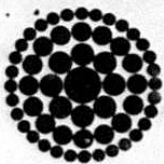
**BILLING ADJUSTMENTS - BA-1**  
(Continued from Page No. 1)

**1987 MONTHLY RATE REDUCTION:**

Pursuant to Order of the Florida Public Service Commission in Docket No. 861096-EI, the charges for electric service calculated under the Rate Schedule, including any lighting facilities and excluding the Fuel Charge, the Conservation Adjustment, and the Franchise Fee Adjustment, shall be decreased by 6.388% for the billing months of January, 1987 through December, 1987.

ISSUED BY: T. W. Raines, Jr., Director, Rate Department

EFFECTIVE: JANUARY 1, 1987



**BILLING ADJUSTMENTS - BA-1**  
(Continued from Page No. 1)

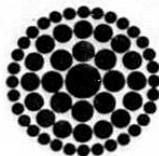
**Nuclear Decommissioning Cost Adjustment:**

Pursuant to FPSC decision in Docket No. 810100-EU, the base rate non-fuel energy charges for the billing months commencing April, 1984 shall be increased as follows:

Rate Schedules	Increase Per KWH - ¢		
	Levelized	On-Peak	Off-Peak
RS-1, RST-1, RSL-1	.015	.036	.005
GS-1, GST-1, TS-1	.015	.035	.006
GSD-1, GSDT-1	.011	.026	.005
GSLD-1, GSLDT-1, CS-1, CST-1	.011	.023	.006
GSLDT-2	.009	.020	.005
IS-1, IST-1	.001	.003	.001
IST-2	.007	.288	.054
OL-1	-	-	-
SL-1	.001	-	-
MS-1 (Transition)	.017	-	-
(Traffic Signals)	.011	-	-

ISSUED BY: T. W. Raines, Jr., Director, Rate Department

EFFECTIVE: April 1, 1984



**BILLING ADJUSTMENTS - BA-1**  
(Continued from Page No. 1)

**Nuclear Decommissioning Cost Adjustment:**

Pursuant to FPSC decision in Docket No. 810100-EU, the base rate non-fuel energy charges for the billing months of October, 1983, through March, 1984, shall be increased as follows:

<u>Rate Schedules</u>	<u>Increase Per KWH - ¢</u>		
	<u>Levelized</u>	<u>On-Peak</u>	<u>Off-Peak</u>
RS-1, RST-1, RSL-1	.018	.043	.006
GS-1, GST-1, TS-1	.018	.041	.007
GSD-1, GSDT-1	.013	.030	.005
GSLD-1, GSLDT-1, CS-1, CST-1	.013	.028	.007
GSLDT-2	.011	.024	.006
IS-1, IST-1	.001	.003	.001
IST-2	.107	.288	.054
OL-1	-	-	-
SL-1	.001	-	-
MS-1 (Transition)	.022	-	-
(Traffic Signals)	.011	-	-

ISSUED BY: T. W. Raines, Jr., Director, Rate Department

EFFECTIVE: OCT 1 1983

FLORIDA POWER CORPORATION  
COST OF 1,000 KWH

DATE	COST/ 1,000 KWH	INCREASE \$	INCREASE %	REMARKS
OCT. 1981	\$70.20			
APR. 1982	\$69.06	(\$1.14)	-1.62%	FUEL DECREASE, ECCR INCREASE
OCT. 1982	\$70.56	\$1.50	2.17%	BASE INCREASE, FUEL DECREASE, ECCR INCREASE
MAR. 1983	\$78.53	\$7.97	11.30%	BASE INCREASE
APR. 1983	\$73.24	(\$5.29)	-6.74%	BASE INCREASE, FUEL DECREASE, ECCR INCREASE
OCT. 1983	\$73.40	\$0.16	0.22%	BASE INCREASE, FUEL DECREASE, ECCR INCREASE NUCLEAR DECOMMISSIONING ADDED
APR. 1984	\$75.96	\$2.56	3.49%	BASE DECREASE, FUEL INCREASE, ECCR DECREASE
OCT. 1984	\$75.25	(\$0.71)	-0.93%	BASE INCREASE, FUEL DECREASE, ECCR INCREASE
NOV. 1984	\$76.65	\$1.40	1.86%	BASE INCREASE, FUEL DECREASE
APR. 1985	\$80.58	\$3.93	5.13%	FUEL INCREASE
OCT. 1985	\$77.72	(\$2.86)	-3.55%	BASE INCREASE, FUEL DECREASE, ECCR INCREASE
APR. 1986	\$82.12	\$4.40	5.66%	FUEL INCREASE, ECCR DECREASE
OCT. 1986	\$72.79	(\$9.33)	-11.36%	FUEL DECREASE, ECCR DECREASE
JAN. 1987	\$69.47	(\$3.32)	-4.56%	BASE DECREASE
APR. 1987	\$70.12	\$0.65	0.94%	FUEL INCREASE
OCT. 1987	\$73.61	\$3.49	4.98%	FUEL INCREASE, ECCR INCREASE
JAN. 1988	\$68.25	(\$5.36)	-7.28%	BASE DECREASE
APR. 1988	\$69.82	\$1.57	2.30%	FUEL INCREASE, ECCR DECREASE
JUL. 1988	\$66.80	(\$3.02)	-4.33%	FUEL DECREASE
OCT. 1988	\$65.74	(\$1.06)	-1.59%	FUEL DECREASE, ECCR INCREASE
JAN. 1989	\$66.77	\$1.03	1.57%	BASE INCREASE
APR. 1989	\$66.59	(\$0.18)	-0.27%	FUEL INCREASE, ECCR DECREASE
AUG. 1989	\$70.56	\$3.97	5.96%	FUEL INCREASE
OCT. 1989	\$71.12	\$0.56	0.79%	FUEL DECREASE, ECCR INCREASE
APR. 1990	\$70.82	(\$0.30)	-0.42%	FUEL DECREASE, ECCR DECREASE
JUL. 1990	\$71.18	\$0.36	0.51%	GROSS RECEIPT TAX INCREASE
OCT. 1990	\$71.89	\$0.71	1.00%	FUEL INCREASE, ECCR INCREASE
JAN. 1991	\$72.53	\$0.64	0.89%	BASE INCREASE
APR. 1991	\$71.84	(\$0.69)	-0.95%	FUEL DECREASE, ECCR DECREASE

OCT. 1981 VS	\$70.20		
APR. 1991	\$71.84	\$1.64	2.34%

79,676

FLORIDA PUBLIC SERVICE COMMISSION

DOCKET  
NO. 910056-PU EXHIBIT NO. 3  
COMPANY/ Falk  
WITNESS: \_\_\_\_\_  
DATE: 4-19-91

W I T N E S S E T H:

WHEREAS, the parties hereto desire to enter into an Agreement for the performance of maintenance and provide designated services as hereinafter described in behalf of TERRACE PARK OF FIVE TOWNS NO. 15, a Condominium.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, each to the other in hand paid, the receipt whereof is hereby acknowledged, the parties agree as follows:

I. That this Service and Maintenance Agreement shall run from the 1st day of January, 1979, to the 1st day of January, 1993.

II. The Service and Maintenance Contractor shall provide the following services:

(a) Carry and pay for public liability insurance for a minimum coverage of One Million Dollars (\$1,000,000.00) single bodily injury and/or property damage; and insurance covering fire and extended coverage on the building consisting of forty-eight (48) units as provided for and subject to all of the conditions of paragraph 17 of the Declaration of Condominium, save and except Paragraph 17(b)(3). It is specifically understood by all parties herein that insurance covering fire and extended coverage on the building shall cover the physical building itself as shown in the original architectural plans, together with the common elements thereon, but shall not cover extras installed at the expense of the unit owners such as paneling, wallpaper and awnings, shutters and screens on patios, balconies and carports, nor the personal effects and/or personal property of the condominium unit owner, such as rugs (standard carpeting supplied by Developer is insured by Service and Maintenance Contractor), drapes and curtains, furniture and other items commonly included within the homeowners policy. The amount of insurance coverage provided under the Service and Maintenance Contract shall be as determined between the Service and Maintenance Contractor and the insurance company being utilized at the time and satisfactory to same. The Service and Maintenance Contractor shall not be responsible for providing additional coverage, but the Board of Directors of the Condominium Association shall supply, from time to time, at its own expense, additional coverage and should the insurance company request additional insurance, then said additional coverage shall be paid for by the unit owners. The maintenance fee for each unit owner will be subject to conditions and fee adjustments for insurance coverage as specified in Paragraph VI. All insurance policies supplied by the Service and Maintenance Contractor carry a \$100.00 deductible clause which would apply to each claim and said deduction shall be borne by the Association.

(b) Shall furnish gas for cooking and heating to each individual condominium unit, and shall supply the condominium units



Service and Maintenance Contractor. The Service and Maintenance Contractor shall not be responsible for replacing piping from the hot water boiler to the various units, nor will said Service and Maintenance Contractor be responsible for replacing the hot water boiler, nor hot and cold water lines and gas lines within the building or the limits of the common elements, and when necessary these utility lines shall be replaced solely at the expense of the Association. Maintenance fees are subject to the conditions and fee adjustments as specified in Paragraph VI.

(c) Shall be responsible for the payment of sewer service charges to all of the said condominium units to the corporate sovereign having jurisdiction over said sewer services, subject to the conditions and fee adjustments as specified in Paragraph VI. Sewer lines within the building or within the limits of the common elements must be maintained and replaced at the expense of the Association. Sewer blockages are the responsibility of the Association.

(d) Shall maintain and care for the lawn and shrubbery and all walkways within the common elements of the condominium property. However, the Service and Maintenance Contractor shall not be responsible for any damages caused by vandalism, or by an act of God, which shall include, but not be limited to, wind, flooding, hurricane and freezing, and/or natural causes.

(e) Shall be responsible for the maintenance and service of the television antenna and the amplifier servicing the various condominium units, but not the replacement of same.

(f) Shall provide garbage and trash collections, which collections shall be limited to two pickups per week, subject to the conditions and fee adjustments as specified in Paragraph VI.

(g) Shall furnish the necessary repairs and maintain the exterior appearance of the condominium building against ordinary wear and tear, and shall be responsible only for painting exterior doors and any other exterior trim surfaces, but shall not be responsible for repainting any exterior masonry of the said building and/or public walkways and exterior walls.

(h) Shall agree to keep the condominium building and the areas included in the common elements "broom swept" clean, and shall maintain the utility rooms situated in the building(s).

(i) Shall provide the following roof maintenance:

(A) From time to time, should minor leaks occur in the roof, then it shall be the responsibility of the Service and Maintenance Contractor to repair said minor leaks, limited to a cost of One Hundred Dollars (\$100.00) within a six (6) months period. In no instance is it to be construed that the Service and Maintenance Contractor is responsible for replacement necessitated by damage caused by storm, wind, hurricane, frost, freezing, vandalism and/or natural causes.

(B) Shall keep roof broom swept, which shall not include the replacement of said roof.

(j) Shall cause to contract with a qualified maintenance elevator company where applicable for the service and

~~Association and none of its members are in default of payment, a recreational area to be used by the condominium unit owners for recreational and social purposes, under the supervision and control of the Service and Maintenance Contractor.~~ however, ownership of such recreational area shall remain with the Developer and/or Service and Maintenance Contractor and shall have the exclusive right to use said recreational area for promotional purposes. The recreation area shall consist of the following facilities: shuffle-board courts, swimming pools, recreational hall, billiard room, sauna baths, steam rooms and meeting rooms. Kitchen facilities are located within the recreational hall. The Service and Maintenance Contractor agrees to provide one person who will have the sole right and responsibility for the scheduling of all functions which are programmed for the various recreational facilities provided for herein for the condominium unit owners, or the Developer and/or Service and Maintenance Contractor, and also will be responsible for scheduling all functions programmed by the different clubs and/or organizations that may be formed by those living within the condominium complex. Nothing herein contained shall be construed to require the Service and Maintenance Contractor to oversee the various programs initiated by the clubs or organizations, or supply any items or requirements for the performance and functions of said clubs or organizations, such as billiard table tops, etc. The Service and Maintenance Contractor has the right to provide for such recreation facilities through contractual agreement with another party, i.e. the owner of the recreation facilities, but at no additional cost to unit owners.

III. The Service and Maintenance Contractor recognizes that from time to time various clubs and/or organizations may be formed by the condominium unit owners wherein said organization may require their members to pay nominal dues and fees for the financial assistance in the performance of their functions; and, it is to be specifically understood that the Service and Maintenance Contractor shall in no way be responsible for the collection of these dues and/or fees or the enforcement of the same; but, however, any such fees and dues assessed by the various clubs and/or organizations referred to herein shall be subject to the approval at all times of the said Service and Maintenance Contractor. All functions and activities shall at all times be conducted within the constraints of Government regulations, and the rules as outlined in this Service and Maintenance Agreement.

IV. That the Service and Maintenance Contractor covenants and agrees, subject to insurance conditions and fee adjustments as provided in Paragraph VI, to procure and keep in force public liability and workmen's compensation insurance to protect the Service and Maintenance Contractor and the Association from any claim or damage to persons or property or for an injury to any employee of Service and Maintenance Contractor incurred while Service and Maintenance Contractor or its workmen are performing any duties under the terms of this Agreement for a minimum coverage of One Million Dollars (\$1,000,000.00) single limit bodily injury and/or property damage.

V. The Service and Maintenance Contractor shall not under any circumstances be liable under or by reason of this Agreement,

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any of its agents, employees or servants, nor shall it be held responsible or liable for any loss, damage, detention or delay in furnishing material or failure to perform duties as hereinabove provided when such is caused by fire, flood, strike, act of civil or military authorities, or by insurrection or riot, or by any other cause which is unavoidable or beyond its control.

VI. It is understood and agreed that the expense of this Service and Maintenance Contract shall be borne by each condominium parcel owner in the condominium and apportioned as follows:

#### UNIT CATEGORIES

1,8736	Category A:	106, 107
		206, 207
		306, 307
		406, 407
20693	Category B:	105, 108
		205, 208
		305, 308
		405, 408
21253	Category C:	103, 104, 109, 110
		203, 204, 209, 210
		303, 304, 309, 310
		403, 404, 409, 410
21812	Category D:	102, 111
		202, 211
		302, 311
		402, 411
	Category E:	101, 112
		201, 212
		301, 312
		401, 412

#### SCHEDULE OF INITIAL MONTHLY SERVICE AND MAINTENANCE FEES

Category A . . . . .	\$64.00
Category B . . . . .	\$71.00
Category C . . . . .	\$73.00
Category D . . . . .	\$73.00
Category E . . . . .	\$75.00

The above schedule of Initial Service and Maintenance Fees shall continue through December 31, 1979, at which time the rates shall be increased \$3.00 per month commencing January 1, 1980.

1992 based on the individual unit owner's percentage of ownership of the common elements as follows:

Category A - The increase shall be the sum of \$ 2.70 commencing January 1, 1981 and an increase of \$ 2.70 per month on the first day of each January thereafter for the term of the contract.

Category B - The increase shall be the sum of \$ 2.98 commencing January 1, 1981 and an increase of \$ 2.98 per month on the first day of each January thereafter for the term of the contract.

Category C - The increase shall be the sum of \$ 3.06 commencing January 1, 1981 and an increase of \$ 3.06 per month on the first day of each January thereafter for the term of the contract.

Category D - The increase shall be the sum of \$ 3.06 commencing January 1, 1981 and an increase of \$ 3.06 per month on the first day of each January thereafter for the term of the contract.

Category E - The increase shall be the sum of \$ 3.14 commencing January 1, 1981 and an increase of \$ 3.14 per month on the first day of each January thereafter for the term of the contract.

The monthly maintenance fee for each condominium parcel owner shall be increased as provided for hereinafter to



(a) Sewer: In the event that the County of Pinellas, which is presently furnishing the sewer service to the said condominium units, increases its rate, such increase per unit will be added to the maintenance fee for each unit effective the first month following such increase. Such increase shall be proportionate to each unit owners' percentage of ownership of the common elements as set forth herein. There shall be no increase in the amount of the management fee for this increase.

(b) Water: In the event that the County of Pinellas, which is presently furnishing the water to the said condominium units, increases its rate per gallon by an amount equal to five percent (5%) of the rate per gallon being charged as of the first day of January 1980, such increase will be apportioned among the condominium units by the addition to the monthly maintenance fee, beginning with the month following such increase, the sum of \$8.00 to be paid by the Association, which sum shall be proportioned to each unit owner predicated upon each unit owners' percentage of ownership of the common elements as set forth herein. There shall be no increase in the amount of the management fee for this increase. For each increase of the rate per gallon equaling five percent (5%) made by the said County, the maintenance fee shall be increased as hereinabove set forth.

(c) Gas: In the event that Florida Gas Company, which is presently furnishing gas to the said condominium units, increases its rate per B.T.U. by an amount equal to five percent (5%) of the rate per B.T.U. being charged as of the first day of January, 1980, such increase will be apportioned among the condominium units by the addition to the monthly maintenance fee, beginning with the month following such increase, the sum of \$17.00 to be paid by the Association, which sum shall be proportioned to each unit owner predicated upon each unit owners' percentage of ownership of the common elements as set forth herein. There shall be no increase in the amount of the management fee for this increase. For each increase of the rate per B.T.U. equaling five percent (5%) made by the said Company, the maintenance fee shall be increased as hereinabove set forth.

(d) Electricity: In the event that Florida Power Corporation, which is presently furnishing electricity to the said condominium units, increases its rates per KWH by an amount equal to five percent (5%) of the rate per KWH being charged as of the first day of January, 1980, such increase will be apportioned among the condominium units by the addition to the monthly maintenance fee, beginning with the month following such increase, the sum of \$15.00 to be paid by the Association, which sum shall be proportioned to each unit owner predicated upon each unit owners' percentage of ownership of the common elements as set forth herein. There shall be no increase in the amount of the management fee for this increase. For each increase of the rate per KWH equaling five percent (5%) made by the said Corporation, the maintenance fee shall be increased as hereinabove set forth.

(e) Trash: In the event that the present private contractor or its successor or successors furnishing such trash

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~~the said Association~~ That in the event such a delegation is made by the Service and Maintenance Contractor, the payment due to the Service and Maintenance Contractor by the Association shall be in the gross amount as above indicated monthly, and shall be payable on the first day of each and every month commencing from the date

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therein owned by the members against which the lien is made, and such lien shall arise in favor of the Service and Maintenance Contractor and shall come into effect upon recordation of this instrument and the lien for all such sums due hereunder shall date back to said date and shall be deemed to be prior to and superior to the creation of any homestead status for any condominium parcel and to any subsequent lien or encumbrance, except the lien referred to herein shall be subordinate and inferior to that of an institutional first mortgagee.

VIII. Any unit owner shall have the right prior to construction to install at the unit owners' expense, washers and/or driers in the said unit with the written approval of the Service and Maintenance Contractor and/or Developer, and in the event of such installation, such units shall be charged an additional monthly maintenance fee of Four Dollars (\$4.00).

IX. The Service and Maintenance Contractor may from time to time contemplate erecting and/or providing additional areas to be designated for recreational use. In addition to the area which has now been designated under Paragraph II(k) hereinabove, this may be done by way of an amendment to this Service and Maintenance Agreement, which amendment shall be filed among the public records of Pinellas County, Florida, and such amendment need be executed and acknowledged only by the Service and Maintenance Contractor named herein and need not be approved by the Association, unit owners, or lienors or mortgagees of units of the condominium, whether or not elsewhere required by amendments. Nothing herein shall be construed as obligating the Service and Maintenance Contractor to either erect and/or provide additional area to be designated for recreational use other than that which is already provided for hereinabove in Paragraph II(k).

X. The Service and Maintenance Contractor's compensation (included as part of the monthly maintenance fee as set forth in Paragraph VI hereof) for the services including administrative costs, shall be the sum of \$480.00 per month, with a total annual amount of \$5,760.00, payable monthly in advance at the rate of \$10.00 per month, per unit, with a total annual amount of \$120.00 per unit.

XI. The Service and Maintenance Contractor's Responsibilities and Duties.

A. Definitions. As used herein the following subheadings shall have the following meanings:

(1) TIME: Shall mean the time schedule for the performance of the services designated.

(2) MANAGEMENT FEE: Shall mean the designated cost per month per unit as the management fee to supervise and perform services performed under the Management Contract. The costs of the monthly management fee per unit of \$10.00 is included in the schedule of maintenance fees as set forth in Paragraph VI hereof, and is part thereof.

LAW OFFICES

PARKER AND PARKER

30015 CENTRAL AVENUE

POST OFFICE BOX 15336

ST. PETERSBURG, FLORIDA 33733



PERSONNEL: One part-time clerk.

SUPERVISION: One part-time Manager.

(2) Cause the property to be maintained according to the standards as set forth in the Service and Maintenance Contract, including landscaping, cleaning, maintenance and such repair work as may be necessary, subject to the provisions of the condominium documents.

TIME: As required.

MANAGEMENT FEE: \$1.75.

COST: Costs as provided for services specified in the Service and Maintenance Contract.

PERSONNEL: As required.

SUPERVISION: One part-time manager.

(3) Take such action as may be necessary to promptly comply with any and all orders or requirements affecting the property by any governmental agency having jurisdiction over the same.

TIME: As required.

MANAGEMENT FEE: \$.30.

SUPERVISION: One part-time manager.

(4) Enter into agreements on behalf of the Service and Maintenance Contractor for water, electricity, gas and such other services as may be necessary pursuant to the Service and Maintenance Contract. Refer to Paragraph VI, Page Four of this Agreement herein.

TIME: As required based on number and terms of each agreement.

MANAGEMENT FEE: \$.20

COST: Costs as provided for services specified in the Service and Maintenance Contract.

PERSONNEL: None.

SUPERVISION: One part-time manager.

(5) Purchase on behalf of the Service and Maintenance Contractor materials and supplies as are necessary for the proper maintenance of the property.

TIME: As required.

MANAGEMENT FEE: \$.25

COST: Costs as provided for services specified in the Service and Maintenance Contract.

PERSONNEL: One part-time person.

SUPERVISION: One part-time manager.

(6) Supervise and cause to be placed and kept in force all insurance necessary to protect unit owners as required by the Service and Maintenance Contract. Refer to Paragraph II, Page One of this Agreement herein.

TIME: Annually or as otherwise required.

MANAGEMENT FEE: \$.25.

COST: Cost as provided for insurance coverage as specified in the Service and Maintenance Contract. Refer to Paragraph II, Items (a) and (f), Pages 1 and 3 of this Agreement herein.

PERSONNEL: None.

SUPERVISION: One part-time manager.

TIME: As required.

MANAGEMENT FEE: Included in item 6 above.

COST: None.

PERSONNEL: None.

SUPERVISION: One part-time manager.

(8) Cause to be paid regularly and punctually:

(a) All utility charges as provided in the Service and Maintenance Contract.

TIME: As required.

MANAGEMENT FEE: \$2.50.

COST: Postage as required.

PERSONNEL: One part-time clerk and one part-time accountant.

SUPERVISION: One part-time manager.

(9) Investigate, hire, pay, supervise and discharge the personnel necessary to be employed in order to properly maintain and operate the property. Such personnel shall, in every instance, be independent contractors or in the employ of the Service and Maintenance Contractor.

TIME: As required.

MANAGEMENT FEE: \$3.00.

COST: As required.

PERSONNEL: As required.

SUPERVISION: One part-time manager.

(10) Maintain all television antennas and amplifiers servicing the various condominium units. Refer to Page 2, paragraph (e) of this Agreement herein.

TIME: As required.

MANAGEMENT FEE: \$.15.

PERSONNEL: One part-time person.

SUPERVISION: One part-time manager.

XII. Responsibilities Affecting an Individual Unit:  
The parties hereto acknowledge and agree that the Manager has no responsibility hereunder for the maintenance and repair of the interior of an owner's unit; nor for the maintenance, repair or replacement of a unit owner's fixtures or appliances, including an owner's air conditioning system; nor for the payment of the utilities individually and separately metered to a member's unit; nor for the taxes levied against a unit owner; nor for the payment due on a unit owner's individual mortgage.

XIII. The Service and Maintenance Contractor herein reserves the right to assign this Agreement at any time to any person, firms, partnerships, or corporations engaging in condominium management.

XIV. The Service and Maintenance Contractor shall not be responsible for the following services:

(a) Shall not be responsible for the maintenance and/or replacement of gas cooking range, gas fired heating furnaces or air conditioning units in the various condominium units. Shall not be responsible for the maintenance and repair or replacing of said utility lines, such as gas, water, sewer and condensation lines, and all other utility items within the building or the limits of the common elements.

(b) Whenever possible, the Service and Maintenance Contractor will unplug sewer stoppages within the building at a charge to the Association.

(c) If cable television is installed within any of the condominium units from time to time during the term of this contract and condominium unit owners at their option elect to make use of said facilities, then the Service and Maintenance Contractor shall not be responsible for the maintenance, service, repair, replacement or service fee for said cable television.

(d) Shall not be responsible or liable for any loss incurred by reason of fire, windstorm, liability or for any other reason whatsoever beyond the proceeds of the insurance coverage that is provided for in this Agreement.

(e) Shall not be responsible for repairing, replacing or cleaning any screens or windows or sliding glass doors. The service and Maintenance Contractor shall only be responsible for

OR WARRANTIES SHALL NOT AFFECT THE OBLIGATION OF THE UNIT OWNER AS TO HIS PAYMENT OF HIS MONTHLY MAINTENANCE FEES, SO LONG AS THE MAINTENANCE COMPANY IS FULFILLING ITS OBLIGATIONS UNDER THE TERMS OF THIS MAINTENANCE AGREEMENT.

(f) Shall not be responsible for furnishing the supplies, repairs and replacement of the billiard tables and shuffleboard courts placed in or upon said recreational premises. Such repairs, supplies or replacements being the responsibility of the billiard or shuffleboard clubs that may be formed by the condominium unit owners, or the Associations of the Condominiums who have privilege to said facilities.

XV. Vending Machines and Coin Laundries:

(a) The Service and Maintenance Contractor shall have the sole right to maintain, own and operate vending machines and automatic coin laundries and driers on the premises and all income from said machines shall belong to the Service and Maintenance Contractor and any expenses in connection with the said operation shall be paid by the Service and Maintenance Contractor, and all charges shall be reasonable and in accordance with the average rates and charges for similar services.

XVI. Covered Parking Spaces:

(a) The owner of a condominium unit may upon closing or any time thereafter during the term of this Service and Maintenance Agreement buy and have constructed by the Service and Maintenance Contractor and/or Developer a covered or sheltered parking space. The construction and installation of said covered or sheltered parking spaces must be contiguous to one another. No installation will start until a minimum of ten (10) carports have been contracted for. Fifty percent (50%) of contract amount to be paid at time of purchase.

(b) Condominium owners shall pay the sum of Two Dollars (\$2.00) per month to the Service and Maintenance Contractor, which sum shall be payable the first day of each and every month commencing from the date of closing or occupancy of the covered or sheltered parking space, whichever shall occur first. For this fee, the Service and Maintenance Contractor shall provide service for keeping the parking area of said covered or sheltered are broom-swept clean and from time to time shall paint the non-aluminum upright supports of said covered or sheltered space, subject, however, to ordinary wear and tear, and the Service and Maintenance Contractor shall not be responsible for any replacement or repair of said covered or sheltered parking space or for damage done by others such as vehicles, willful destruction or any acts of God, but not limited thereto. The Service and Maintenance Contractor shall not be responsible for property damage and liability insurance covering the covered or sheltered parking spaces. Any public liability coverage on said carports shall be the responsibility of the individual carport owners or the Association.

An alteration and additions policy is available to condominium unit owners (called H06) through your Home Owners Policy.

LAW OFFICES

PARKER AND PARKER

1810 CENTRAL AVENUE

POST OFFICE BOX 15336

ST PETERSBURG, FLORIDA 33733

PRINT OFFICE INK INK

ST. PETERSBURG, FLORIDA 33733

88

3. Maintenance						
Grounds						
Bldg including public areas						
4. Rent for Recreation Facilities		-0-			-0-	
5. Taxes on Association Property	22.05	24.03	24.92	1.84	2.00	2.08
6. Insurance	*	*	*	*	*	*
7. Security	*	*	*	*	*	*
8. Other Expenses:	*	*	*	*	*	*
Electricity (public areas)						
Water and sewer						
Trash Disposal						
Gas						
9. Miscellaneous expense	*	*	*	*	*	*
10. Operating capital	3.28	3.58	3.71	.27	.30	.31
11. Land Sales Division Fee	<u>.46</u>	<u>.50</u>	<u>.52</u>	<u>.04</u>	<u>.04</u>	<u>.05</u>
SUB TOTAL	69.88	76.17	78.98	5.82	6.35	6.59
12. Reserves						
Roof	25.59	27.89	28.92	2.13	2.32	2.41
Parking	24.61	26.82	27.81	2.05	2.24	2.32
Paint	<u>5.91</u>	<u>6.44</u>	<u>6.67</u>	<u>.49</u>	<u>.54</u>	<u>.56</u>
	56.11	61.15	63.40	4.67	5.10	5.29
TOTAL	125.99	137.32	142.38	10.49	11.45	11.88

-----  
Expenses for a Unit Owner: Service and Maintenance Initial Fee according to Contract  
Established by Percentage of Ownership:

		Annual	Monthly
Two bedroom (2BQ)	1.6404%	1,200	100.00
Two bedroom (2BSU)	1.7881%	1,308	109.00
Two bedroom (2B2BC7)	1.8537%	1,356	113.00
Two bedroom (2B2BC6)	1.8537%	1,356	113.00

\*NOTE: The Service and Maintenance contract includes Items 2,3,6,7,8 and 9 above.

Reserve items listed under Number 12 are an estimate of what reserves would be if they were included in the budget. However, as long as the Developer retains the majority vote, in accordance with FS 718, he may by a vote of the majority of members present at a duly called meeting of the association, vote to waive in whole or in part, the statutory reserve requirements. Minutes of said meeting would be duly recorded.

A Developer owning condominium units offered for sale shall be excused from the payment of the share of the common expenses and assessments related thereto for a period subsequent to the recording of the Declaration of Condominium and terminating not later than the first day of the fourth calendar month following the month in which such declaration is recorded, or for a period terminating with the first day of the month of the third succeeding calendar month after the closing of the purchase and sale of any condominium unit within the condominium to an owner who is not the Developer, the nominee of the Developer, or a substitute or alternative Developer, whichever shall be the later date.



Electricity, public areas,  
Water and sewer  
Trash disposal  
Gas

9. Miscellaneous expense	*	*
10. Operating Capital	215.00	17.92
11. Land Sales Division Fee	27.50	2.29
12. Reserves**		
Roof	1,575.00	131.25
Parking area	1,500.00	125.00
Paint	500.00	41.67
TOTAL	\$ 8,147.50	\$ 678.96

If the foregoing budget was adopted by the Association, after the takeover from the Developer, it would result in the following assessments against each unit:

Two Bedroom (2BT)	1.7061	139.00	11.58
Two Bedroom (2BSL)	1.8168	148.02	12.34
Two Bedroom (2BCL)	1.8798	153.17	12.76

EXPENSES FOR A UNIT OWNER: Service and Maintenance Initial Fee according to Contract, established by Percentage of Ownership, and payable to H. Geller Management Corp. is as follows:

Two Bedroom (2BT)	1.7061	1,296.00	108.00
Two Bedroom (2BSL)	1.8168	1,380.00	115.00
Two Bedroom (2BCL)	1.8798	1,428.00	119.00

\*NOTE: The Service and Maintenance Contract includes items 2,3,6,7,8 and 9 above.

\*\*Reserve items listed under No. 12 are an estimate of what reserves would be if they were included in the budget. However, as long as the Developer retains the majority vote, in accordance with FS 718 he may by a vote of the majority of members present at a duly called meeting of the Association, vote to waive in whole or in part, the statutory reserve requirements. Minutes of said meeting would be duly recorded.

The Developer owning condominium units shall pay his prorata share of the common expenses that may be imposed upon the owners.

During the time that the Developer is in control he will not be assessing units.

2. Management Fee	*	*
3. Maintenance	*	*
Grounds		
Building including public areas		
4. Rent for Recreation Facilities	N/A	N/A
5. Taxes on Association Property	1,425.00	118.75
6. Insurance	*	*
7. Security	*	*
8. Other Expenses:	*	*
Electricity (public areas)		
Water and sewer		
Trash disposal		
Gas		
9. Miscellaneous Expense	*	*
10. Operating Capital	250.00	20.83
11. Land Sales Division Fee	27.50	2.29
12. Reserves**		
	<u>Est Life</u>	<u>Est Remaining Useful Life</u>
Roof	12	12
Parking area	10	10
Painting of bldg	12	12
Hot water boiler	5	5
Insulation of lines	5	5
		<u>Est Replacement Cost</u>
		35,000
		20,000
		35,000
		4,200
		4,000
		<u>98,200</u>

If the foregoing budget was adopted by the Association, after the takeover from the Developer, it would result in the following assessments against each unit: Example:

	<u>% of Ownership</u>	<u>Annual</u>	<u>Monthly</u>
Two bedroom (2BT)	1.7371	238.44	19.87
Two bedroom (2B2BSL)	1.8375	252.21	21.02
Two bedroom (2B2BC7)	1.8949	260.09	30.01
Two bedroom (2B2BC6)	1.8949	260.09	30.01

EXPENSES FOR A UNIT OWNER: Service and Maintenance Initial Fee according to contract established by Percentage of Ownership, and payable to H. Geller Management Corporation as follows:

Two bedroom (2BT)	1.7371	1,452.00	121.00
Two bedroom (2B2BSL)	1.8375	1,536.00	128.00
Two bedroom (2B2BC8)	1.8949	1,584.00	132.00
Two bedroom (2B2BC6)	1.8949	1,584.00	132.00

\*NOTE: The Service and Maintenance Contract includes items 2, 3, 6, 7, 8 and 9 above.

\*\*Reserve items listed under No. 12 are an estimate of what reserves would be if they were included in the budget. However, as long as the Developer retains the majority vote, in accordance with FS 718, he may by a vote of the majority of members present at a duly called meeting of the Association, vote to waive in whole or in part, the statutory reserve requirements. Minutes of said meeting would be duly recorded.

The Developer owning condominium units shall pay his prorata share of common expenses that may be imposed upon the owners.

5. Taxes on Association Property	1,445.00	120.41
6. Insurance	*	*
7. Security	*	*
8. Other Expenses:	*	*
Electricity (public areas)		
Water and sewer		
Trash disposal		
Gas		
9. Miscellaneous expense	*	*
10. Operating Capital	215.00	17.92
11. Land Sales Division Fee	27.50	2.29
12. Reserves**		
Roof	1,575.00	131.25
Parking area	1,500.00	125.00
Paint	500.00	41.67
	<hr/>	<hr/>
TOTAL	\$ 8,147.50	\$ 678.96

If the foregoing budget was adopted by the Association, after the take-over from the Developer, it would result in the following assessments against each unit:

Two Bedroom (2BT)	1.720	140.12	11.69
Two Bedroom (2BSL)	1.815	147.88	12.32
Two Bedroom (2BC6)	1.880	153.17	12.77

EXPENSES FOR A UNIT OWNER: Service and Maintenance Initial Fee according to Contract established by Percentage of Ownership, and payable to H. Geller Management Corporation is as follows:

Two Bedroom (2BT)	1.720	1,284.00	107.00
Two Bedroom (2BSL)	1.815	1,356.00	113.00
Two Bedroom (2BC6)	1.880	1,404.00	117.00

\*NOTE: The Service and Maintenance Contract includes items 2,3,6,7, 8 and 9 above.

\*\*Reserve items listed under NO. 12 are an estimate of what reserves would be if they were included in the budget. However, as long as the Developer retains the majority vote, inaccordance with FS 718, he may by a vote of the majority of members present at a duly called meeting of the Association, vote to waive in whole or in part, the statutory reserve requirements. Minutes of said meeting would be duly recorded.

The Developer owning condominium units shall pay his prorata share of common expenses that may be imposed upon the owners.

During the time that the Developer is in control he will not be assessing units.

expenses that may be imposed upon the owners.

TERRACE PARK OF FIVE TOWNS NO. 27

QUINCY BUILDING

STAFF-1

Ex 5



HERM GELLER  
ENTERPRISES, INC.

Developers, International Marketing and Sales

May 25, 1984

Amend  
1M08539AA

NR12; file  
APR 13, 84  
REL DATE

Department of Business Regulations  
The Johns Building  
725 South Bronough Street  
Tallahassee, Florida 32301

RE: Terrace Park of Five Towns, No. 27  
Herm Geller Enterprises, Inc.  
1M08539AA

Gentlemen:

Enclosed is a recorded copy of the Declaration, Articles of  
Incorporation, By-Laws, and Maintenance Agreement for the above  
referenced building.

Sincerely,

HERM GELLER ENTERPRISES, INC.

*Helene Szabrics*  
Helene Szabrics

FLORIDA PUBLIC SERVICE COMMISSION

DOCKET

NO. 910056-A EXHIBIT NO. 5

COMPANY

WITNESS

DATE

FAIK

4-19-84

RECEIVED  
MAY 29 1 13 PM '84  
DEPT. OF BUS. & REG. AFF.  
DIV. OF REG. & SALES  
TALLAHASSEE, FLA.

8141 54th Ave. N., St. Petersburg, Fla. 33709. Phone (813) 546-2485

RETURN TO:

Herm Geller Enterprises  
8141 54th Avenue No.  
St. Pete, FL 33709

QUINCY BUILDING

ESTIMATED OPERATING EXPENSE

	ANNUAL			MONTHLY		
	Unit Type			Unit Type		
	2BQ	2BSU	2BC6&7	2BQ	2BSU	2BC6&7
1. Administration	44.09	48.06	49.83	3.67	4.01	4.15
2. Management Fee	*	*	*	*	*	*
3. Maintenance Grounds Bldg including public areas	*	*	*	*	*	*
4. Rent for Recreation Facilities		-0-			-0-	
5. Taxes on Association Property	22.05	24.03	24.92	1.84	2.00	2.08
6. Insurance	*	*	*	*	*	*
7. Security	*	*	*	*	*	*
8. Other Expenses: Electricity (public areas) Water and sewer Trash Disposal Gas	*	*	*	*	*	*
9. Miscellaneous expense	*	*	*	*	*	*
10. Operating capital	3.28	3.58	3.71	.27	.30	.31
11. Land Sales Division Fee	.46	.50	.52	.04	.04	.05
SUB TOTAL	69.88	76.17	78.98	5.82	6.35	6.59
12. Reserves						
Roof	25.59	27.89	28.92	2.13	2.32	2.41
Parking	24.61	26.82	27.81	2.05	2.24	2.32
Paint	5.91	6.44	6.67	.49	.54	.56
	56.11	61.15	63.40	4.67	5.10	5.29
TOTAL	125.99	137.32	142.38	10.49	11.45	11.88

Expenses for a Unit Owner: Service and Maintenance Initial Fee according to Contract Established by Percentage of Ownership:

		Annual	Monthly
Two bedroom (2BQ)-	1.6404%	1,200	100.00
Two bedroom (2BSU)	1.7881%	1,308	109.00
Two bedroom (2B2BC7)	1.8537%	1,356	113.00
Two bedroom (2B2BC6)	1.8537%	1,356	113.00

\*NOTE: The Service and Maintenance contract includes Items 2,3,6,7,8 and 9 above.

Reserve items listed under Number 12 are an estimate of what reserves would be if they were included in the budget. However, as long as the Developer retains the majority vote, in accordance with FS 718, he may by a vote of the majority of members present at a duly called meeting of the association, vote to waive in whole or in part, the statutory reserve requirements. Minutes of said meeting would be duly recorded.

A Developer owning condominium units offered for sale shall be excused from the payment of the share of the common expenses and assessments related thereto for a period subsequent to the recording of the Declaration of Condominium and terminating not later than the first day of the fourth calendar month following the month in which such declaration is recorded, or for a period terminating with the first day of the month of the third succeeding calendar month after the closing of the purchase and sale of any condominium unit within the condominium to an owner who is not the Developer, the nominee of the Developer, or a substitute or alternate Developer, whichever shall be the later date.



No. 27

QUINCY BUILDING

ESTIMATED OPERATING EXPENSE

	ANNUAL	MONTHLY
1. Administration	2,688	224.00
*2. Management Fee	9,408	784.00
*3. Maintenance		
Grounds	18,600	1,550.00
Bldg including public areas	6,576	548.00
4. Rent for Recreation Facilities	-0-	-0-
5. Taxes on Association Property	1,344	112.00
*6. Insurance	2,688	224.00
*7. Security	1,344	112.00
*8. Other Expenses:		
Electricity (public areas)	4,800	400.00
Water and sewer	10,416	868.00
Trash disposal	3,360	280.00
Gas	9,600	800.00
*9. Miscellaneous expenses	2,100	175.00
10. Operating capital	200	16.67
11. Land sales division fee	28	2.33
	<u>SUB-TOTAL</u>	<u>6,096.00</u>
12. Reserves:		
Roof replacement	1,560	130.00
Parking lot - resurface	1,500	125.00
Exterior paint	360	30.00
	<u>SUB-TOTAL</u>	<u>285.00</u>
	<u>TOTAL</u>	<u>6,381.00</u>

		Estimated Expenses By % of Ownership		Actual Assessment By Contract	
		ANNUAL	MONTHLY	ANNUAL	MONTHLY
Two bedroom (2BQ)	1.6404%	1,199.88	99.99	1,200	100.00
Two bedroom (2BSU)	1.7881%	1,308.00	109.00	1,308	109.00
Two bedroom (2B2BC7)	1.8537%	1,356.00	113.00	1,356	113.00
Two bedroom (2B2BC6)	1.8537%	1,356.00	113.00	1,356	113.00

\*Included in the service and maintenance fee

NOTE: Reserve items listed under number 12 are an estimate of what reserves would be if they are included in the budget. However, as long as the developer retains the majority vote he may elect not to include them in the budget.

A developer owning condominium units offered for sale shall be excused from the payment of the share of the common expenses and assessments related thereto for a period subsequent to the recording of the Declaration of Condominium and terminating not later than the first day of the fourth calendar month following the month in which such declaration is recorded, or for a period terminating with the first day of the month of the third succeeding calendar month after the closing of the purchase and sale of any condominium unit within the condominium to an owner who is not the developer, the nominee of the developer, or a substitute or alternative developer, whichever shall be the later date; or a developer owning condominium units shall pay his prorate share of the common expense that may be imposed upon the owners.





**MERM GELLER  
ENTERPRISES, INC.**

Developers, International Marketing and Sales

*Called  
10/18*

October 13, 1983

Department of Business Regulations  
The Johns Building  
725 South Bronough Street  
Tallahassee, Florida 32301

ATTN: Judith W. Hawkins  
Condominium Specialist

RE: Terrace Park of Five Towns No. 27  
1M08539AA

Dear Ms. Hawkins:

In reference to your Notice of Deficiency for Content, dated August 22, 1983 I submit the following:

1. As we discussed, Association No. 27 is not a multi-condominium. Each building in the complex has a separate association. Regarding the recreation facilities, the developer is the sole owner. The Service and Maintenance contract (expiring in 1993 for Association No. 27) provides for the use of the recreation facilities. At the expiration of the contract the association would have several options, namely; renew the contract, cancel the contract and give up the recreation facilities or Association No. 27 could join with the other associations to vote if they would purchase the recreation facilities at a fair MAI appraisal. All recreation areas have ingress and egress.

- ✓ 2. I have corrected Article 17 of the Declaration. Corrected copy attached.
- ✓ 3. Attached are corrected copies of Articles of Incorporation.
- ④ 4. Attached are corrected copies of Articles of Incorporation.
5. Corrected pages attached.
6. The sentence you referred to has been deleted. Corrected page attached.
7. Future printed sales contracts will have the large "Purchase Agreement" deleted and all required caveats will be in darker type as we discussed.
8. Attached is corrected copy.
9. Attached are corrected pages.
10. Attached is corrected copy.

8141 54th Ave. N., St. Petersburg, Fla. 33708. Phone (813) 546-2485

4

Department of Business Regulations  
Judith W. Hawkins

-2-

October 13, 1983

11. Corrected page attached.

12. As I explained, we received an approval from Betty Sue Allen for a blanket escrow agreement in March 1981.

13. Corrected copy attached.

I would like to thank you once again for your patience and cooperation. Your assistance is most appreciated.

Sincerely,

HERM GELLER ENTERPRISES, INC.

*Helene Szabries*  
Helene Szabries

hs

Enclosures: As noted in letter

# QUINCY BUILDING

## ESTIMATED OPERATING EXPENSE

	ANNUAL	MONTHLY
1. Administration	2,688	224.00
2. Management fee	*	*
3. Maintenance		
Grounds	*	*
Bldg including public areas	*	*
4. Rent for Recreation Facilities	-0-	-0-
5. Taxes on Association Property	1,344	112.00
6. Insurance	*	*
7. Security	*	*
8. Other Expenses:		
Electricity (public area)	*	*
Water and sewer	*	*
Trash disposal	*	*
Gas	*	*
9. Miscellaneous expenses	*	*
10. Operating capital	200	16.67
11. Land Sales Division Fee	28	2.33
	<u>SUB-TOTAL</u>	<u>4,260</u>
		355.00
12. Reserves:		
Roof replacement	1,560	130.00
Parking lot - resurface	1,500	125.00
Exterior paint	360	30.00
	<u>SUB-TOTAL</u>	<u>3,420</u>
		285.00
	<u>TOTAL</u>	<u>7,680</u>
		640.00

### Expenses for a unit owner:

Service and Maintenance Initial Fee according to Contract Established by Percentage of Ownership:

		Annual	Monthly
Two bedroom (2BQ)	1.6404%	1,200	100.00
Two bedroom (2BSU)	1.7881%	1,308	109.00
Two bedroom (2B2BC7)	1.8537%	1,356	113.00
Two bedroom (2B2BC6)	1.8537%	1,356	113.00

\*NOTE: The Service and Maintenance Contract includes Items 2,3,6,7,8 and 9 above.

Reserve items listed under number 12 are an estimate of what reserves would be if they are included in the budget. However, as long as the Developer retains the majority vote he may elect not to include them in the budget. *new rule*

A Developer owning condominium units offered for sale shall be excused from the payment of the share of the common expenses and assessments related thereto for a period subsequent to the recording of the Declaration of Condominium and terminating not later than the first day of the fourth calendar month following the month in which such declaration is recorded, or for a period terminating with the first day of the month of the third succeeding calendar month after the closing of the purchase and sale of any condominium unit within the condominium to an owner who is not the Developer, the nominee of the Developer, or a substitute or alternative Developer, whichever shall be the later date.





**HERM GELLER  
ENTERPRISES, INC.**

Developers, International Marketing and Sales

October 24, 1983

Oct 27 1983  
FILED IN RE: 83-1000  
IN CIVIL CASE NO. 83-1000  
TALLAHASSEE, FLA.

Department of Business Regulations  
The Johns Building  
725 South Bronough Street  
Tallahassee, Florida 32301

ATTN: Judith W. Hawkins  
Condominium Specialist

RE: Terrace Park of Five Towns No. 27  
TM08539AA

Dear Ms. Hawkins:

Pursuant to our telephone conversation I have attached a revised budget, corrected Articles of Incorporation and a legible copy of page 80.

Would you please call me if the above are correct. We are most anxious to get our documents printed.

Once again, I thank you for all of your cooperation and assistance. It has been a pleasure working with you.

Sincerely,

HERM GELLER ENTERPRISES, INC.

*Helene Szabries*  
Helene Szabries

Enclosures: 3

PRIMO 11633  
1M08539L  
No. 12

ESTIMATED OPERATING BUDGET

Refer to Addendum

Service & Maintenance Agreement

Exhibit H-3, Page 84

EXHIBIT D

ADDENDUM  
TO  
SERVICE AND MAINTENANCE AGREEMENT

THIS ADDENDUM to Service and Maintenance Agreement is made and executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ by and between H. GELLER MANAGEMENT CORP., a Florida Corporation, party of the first part and TERRACE PARK OF FIVE TOWNS, NO. 12, INC. a non-profit corporation existing under the Laws of the State of Florida, party of the second part.

W I T N E S S E T H:

WHEREAS, the parties hereto did on the 13th day of October, 1978 execute a Service and Maintenance Agreement which was attached as Exhibit "B" in the Declaration of Condominium of Terrace Park of Five Towns, No. 12, a Condominium filed October 24, 1978 in O.R. Book 4766, Page 1203, as Clerk's Instrument No. 78-169707, Pinellas County Records; and

WHEREAS, the parties hereto are desirous of amending the aforesaid Service and Maintenance Agreement to include an outline of the Manager's Compensation and the Manager's Responsibilities and Duties.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, it is hereby covenanted and agreed by and between the parties that the following paragraphs shall be included in the Service and Maintenance Agreement:

"XI. Manager's Compensation: The Manager shall receive as compensation for its services including administrative costs, the sum of Three Hundred Sixty Dollars (\$360.00) per month, with a total annual amount of Four Thousand Three Hundred Twenty Dollars (\$4,320.00) payable monthly in advance at the rate of Ten Dollars (\$10.00) per month per unit, with a total annual amount of One Hundred Twenty Dollars (\$120.00) per unit.

XII. Manager's Responsibilities and Duties:

A. Definitions. As used herein the following subheadings shall have the following meanings:

(1) TIME: Shall mean the time schedule for the performance of the services designated.

(2) MANAGEMENT FEE: Shall mean the designated cost per month per unit as the management fee to supervise and perform services performed under the Management Contract. These costs are a proration of the monthly management fee per unit of \$10.00.

(3) COST: Shall mean the estimated amount of money at cost for each service performed, less any management fee.

(4) PERSONNEL: Shall mean the minimum number of personnel for services other than supervisory service under the Management Contract.

(5) SUPERVISION: Shall mean the minimum number of personnel for supervisory service under the Management Contract.

B. Association hereby authorizes Service and Maintenance Contractor to render the following services and perform the following duties in regard to the Property:

(1) Collect all monthly assessments and other charges due to the Service and Maintenance Contractor from its members. Association hereby authorizes Service and Maintenance Contractor to request, demand, collect, receive and receipt for any and all assessments, charges or rents which may at any time be or become due to Service and Maintenance Contractor. Refer to Item G, Page 6, of this Agreement herein.

TIME: Monthly.

MANAGEMENT FEE: \$1.60.

COST: Request postage and stationery.

PERSONNEL: One part-time clerk.

SUPERVISION: One part-time Manager.

(2) Cause the property to be maintained according to the standards as set forth in the Service and Maintenance Contract, including landscaping, cleaning, maintenance and such repair work as may be necessary, subject to the provisions of the condominium documents.

TIME: As required.

MANAGEMENT FEE: \$1.75.

COST: Costs as provided for services specified in the Service and Maintenance Contract.

PERSONNEL: As required.

SUPERVISION: One part-time manager.

(3) Take such action as may be necessary to promptly comply with any and all orders or requirements affecting the property by any governmental agency having jurisdiction over the same.

TIME: As required.

MANAGEMENT FEE: \$.30.



COST: Said cost shall be in addition to monthly fees as shown in the Service and Maintenance Contract, and which shall be the actual cost incurred to achieve compliance.

PERSONNEL: As required to achieve compliance if necessary.

SUPERVISION: One part-time manager.

(4) Enter into agreements on behalf of the Service and Maintenance Contractor for water, electricity, gas and such other services as may be necessary pursuant to the Service and Maintenance Contract. Refer to Paragraph VI, Page Four of this Agreement herein.

TIME: As required based on number and terms of each agreement.

MANAGEMENT FEE: \$.20

COST: Costs as provided for services specified in the Service and Maintenance Contract.

PERSONNEL: None.

SUPERVISION: One part-time manager.

(5) Purchase on behalf of the Service and Maintenance Contractor materials and supplies as are necessary for the proper maintenance of the property.

TIME: As required.

MANAGEMENT FEE: \$.25

COST: Costs as provided for services specified in the Service and Maintenance Contract.

PERSONNEL: One part-time person.

SUPERVISION: One part-time manager.

(6) Supervise and cause to be placed and kept in force all insurance necessary to protect unit owners as required by the Service and Maintenance Contract. Refer to Paragraph II, Page One of this Agreement herein.

TIME: Annually or as otherwise required.

MANAGEMENT FEE: \$.25.

COST: Cost as provided for insurance coverage as specified in the Service and Maintenance Contract. Refer to Paragraph II, Items (a) and (f), Pages 1 and 3 of this Agreement herein.

PERSONNEL: None.

SUPERVISION: One part-time manager.

(7) Promptly investigate and report to the insurance carrier all accidents or claims for damage relating to the ownership, operating and maintenance of the property, including any damage or destruction thereto, and shall cooperate with and make reports as are required by the insurance company in connection therewith. Refer to Paragraph IV, Page 3, of this Agreement herein.

TIME: As required.

MANAGEMENT FEE: Included in item 6 above.

COST: None.

PERSONNEL: None.

SUPERVISION: One part-time manager.

(8) Cause to be paid regularly and punctually:

- (a) All utility charges as provided in the Service and Maintenance Contract. Refer to Paragraph VI, Item (g), Page 6, of this Agreement herein.

TIME: As required.

MANAGEMENT FEE: \$2.50.

COST: Postage as required.

PERSONNEL: One part-time clerk and one part-time accountant.

SUPERVISION: One part-time manager.

(9) Investigate, hire, pay, supervise and discharge the personnel necessary to be employed in order to properly maintain and operate the property. Such personnel shall, in every instance, be independent contractors or in the employ of the Service and Maintenance Contractor.

TIME: As required.

MANAGEMENT FEE: \$3.00.

COST: As required.

PERSONNEL: As required.

SUPERVISION: One part-time manager.

(10) Maintain all television antennas and amplifiers servicing the various condominium units. Refer to Page 2, paragraph (e) of this Agreement herein.

TIME: As required.

MANAGEMENT FEE: \$.15.

COST: Cost as required for repairs and services as specified in the Service and Maintenance Contract, and which shall be the actual cost incurred to achieve compliance.

PERSONNEL: One part-time person.

SUPERVISION: One part-time manager.

XIII. Responsibilities Affecting an individual Unit: The parties hereto acknowledge and agree that the Manager has no responsibility hereunder for the maintenance and repair of the interior of an owner's unit; nor for the maintenance, repair or replacement of a unit owner's fixtures or appliances, including an owner's air conditioning system; nor for the payment of the utilities individually and separately metered to a member's unit; nor for the taxes levied against a unit owner; nor for the payment due on a unit owner's individual mortgage.

XIV. Indemnification of Manager: Manager herein reserves the right to assign this Agreement at any time to any person, firms, partnerships, or corporations engaging in condominium management."

Those paragraphs previously numbered XI, XII, XIII, XIV, XV and XVI will now take the numbers XV, XVI, XVII, XVIII, XIX and XX.

In all other regards said Service and Maintenance Agreement dated October 13, 1978 is hereby ratified and confirmed and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

Marlene Fuchs  
S. H. H. H. H.

H. GELLER MANAGEMENT CORP.

By Herman Geller, President

Attest: Catherine L. Penner, Secretary

TERRACE PARK OF FIVE TOWNS,  
NO. 12, INC.

Marlene Fuchs  
S. H. H. H. H.

By Jerry W. Jones, President

Attest: Helene Szabries, Secretary

PRIM011634  
1M085390  
No. 15

ORIGINAL  
Filing

ESTIMATED BUDGET  
JEFFERSON BUILDING

INCOME: from maintenance fees

8 units @ \$64.00 - \$ 512.00  
8 units @ 71.00 - 568.00  
24 units @ 73.00 - 1,752.00  
8 units @ 75.00 - 600.00

TOTAL/MONTH \$3,432.00

ANNUALLY \$41,184.00

EXPENSES: per unit per month

Gas \$ 9.25  
Electric 3.75  
Sewer 8.25  
Water 4.50  
Trash 3.00  
Property Tax 1.15  
Insurance 2.00  
Elevator Maint. 1.00  
T.V. Antenna Maint. .50  
Night Security 1.15  
Pool & Rec. Center 7.50  
Misc. Supplies 1.20  
Vehicles 1.50  
Lawn Equip. &  
Sprinkler Maint. 1.00  
Paint & Clean. Supply 1.25  
Legal & Admin. 3.50  
Labor 10.00  
Lawn Supplies 1.00

APPROX. TOTAL/MONTH

\$61.50

APPROX. TOTAL ANNUALLY \$35,424.00

Management Fee \$10.00  
per unit/month

TOTAL/MONTH \$480.00

TOTAL ANNUALLY 5,760.00

Approx. Annual Total \$41,184.00

Approx. additional expenses: annually

Stationary & Stamps \$150.00  
Land Sales Fee 24.00  
Misc. Expense 50.00  
\$224.00

Approx. Total

224.00  
\$41,408.00





STATE OF FLORIDA

DEPARTMENT OF BUSINESS REGULATION

THE JOHNS BUILDING  
725 SOUTH BRONOUGH STREET  
TALLAHASSEE, FLORIDA 32301

DBR 344-2

Rob Graham, Governor  
R. B. Burroughs, Jr., Secretary

May 14, 1980

NOTICE OF DEFICIENCY FOR CONTENT

TO: Mr. Herman Geller, President  
Herm Geller Enterprises, Inc.  
8141 54th Avenue North  
St. Petersburg, Florida 33709

Re: Terrace Park of Five Towns  
#15 80CN6126  
Terrace Park of Five Towns  
#19 80CN6239

DEVELOPER HAS 20 DAYS TO CORRECT DEFICIENCIES.  
SEE ATTACHED INSTRUCTION SHEET FOR DETAILS.  
DOCUMENTS REQUIRING REVISIONS MUST BE SUBMITTED  
TO THIS AGENCY FOR FURTHER EXAMINATION.

Pursuant to Rule 7D-17.05(3), the above-referenced condominium  
filing is deficient in content as follows:

1. The caveat on the back of the Sales Brochure is not in conspicuous  
type as required by s. 718.503(3)(b) and as defined in s. 718.103(4), F.S.  
Also this caveat must be on the first page containing text material.  
This may be remedied by adding an insert that would comply with the Act.

2. The annual expenses of the association have not been shown in the  
budget as required by s. 718.504(20), F.S.

3. The estimated operating budget does not contain the account for  
reserves as required by s. 718.112(2)(k), F.S.

4. The caveat required by s. 718.202(3) must appear on the first page  
of the purchase agreement. If this caveat is not applicable to this  
instance, the caveat on the last page of the agreement should be removed.

5. All of the deficiencies cited for Exeter Building, Terrace Park of  
Five Towns #20, our file number 80CN5809, apply to these filings.

Deborah G. Moerlins  
Condominium Examiner

Office of the Secretary

Division of Hotels & Restaurants

Division of General Regulation

Division of Alcoholic Beverages & Tobacco

Division of Florida Land Sales & Condominiums

Division of Pari-Mutuel Wagering  
1400 N.W. 12th Avenue, Room 510  
Miami, Florida 33136

*all file 5809  
+ 6239  
for corrections*

REFERS TO BUDGET  
(No Enclosures w/ this letter)



STATE OF FLORIDA

DEPARTMENT OF BUSINESS REGULATION  
THE JOHNS BUILDING  
725 SOUTH BRUNNEN STREET  
TALLAHASSEE, FLORIDA 32301

DBR 344-2

Rob Graham, Governor  
R. B. Houghs Jr., Secretary

April 2, 1980

NOTICE OF DEFICIENCY FOR CONTENT

TO: Mr. Herman Geller, President  
8141 54th Avenue, North  
St. Petersburg, Florida 33709

Re: Exeter Building, Terrace Park  
of Five Towns #20  
80CN5809

DEVELOPER HAS 20 DAYS TO CORRECT DEFICIENCIES.  
SEE ATTACHED INSTRUCTION SHEET FOR DETAILS.  
DOCUMENTS REQUIRING REVISIONS MUST BE SUBMITTED  
TO THIS AGENCY FOR FURTHER EXAMINATION.

Pursuant to Rule 7D-17.05(3), the above-referenced condominium  
filing is deficient in content as follows:

1. The information required by section 718.504(8), Florida Statutes, must be disclosed in the prospectus. X
2. The prospectus states that "No operating budget will be in existence until the unit owners are in control of the association...." This is in conflict with section 718.112(2)(f), Florida Statutes.
3. Section 718.504(2), F.S., requires a schedule of estimated closing expenses. The disclosure on page 10 of the Prospectus does not give estimates of these items required. X
4. The prospectus does not contain an explanation regarding the apportionment of common expenses and ownership of the common expenses and ownership of the common elements as required by section 718.504(19), Florida Statutes. X
5. Article II, section 3 of the Bylaws is in conflict with section 718.112(2)(g), F.S., which provides that directors may be removed with or without cause. X
6. The estimated operating budget does not include the reserve accounts required by section 718.112(2)(k), F.S. These amounts must be disclosed even if the developer has determined that, while he is in control of the association, reserves will not be provided for in the budget.

Dec. Pos  
Filming  
under  
WRONG  
Ph.#

718.111(3) 1992  
111(2)

4/11/80  
all bills  
advised  
owner

Division Rule 7D-17.04 requires that filing of completed improvements include a certificate of surveyor. The surveyors seal does not appear on the survey submitted. This seal is necessary to determine the authority of the surveyor.

NOTE:

The following are not being cited as deficiencies at this time. Your comments would be appreciated.

1. Exhibit 1 to the "Agreement for Use of Recreational Facilities" is illegible. Could a clear copy be sent.
2. Article III c on page 41 of the Articles of Incorporation may be in conflict with section 718.301, Florida Statutes.
3. Since the "Service and Management Agreement" was entered into prior to turnover of the association by the developer, the unit owners may cancel the agreement according to section 718.302(1)(a), Florida Statutes.

Deborah G. Moerlins  
Condominium Examiner  
Bureau of Condominiums

DCM:cg



# Budget Amendment



**HERM GELLER  
ENTERPRISES, INC.**  
Developers, International Marketing and Sales

AUG 1 1980

*Central files  
OK PM  
8/4/80*

July 29, 1980

State of Florida  
Department of Business Regulations  
The Johns Building  
725 South Bronough Street  
Tallahassee, Florida 32301

ATTN: Ms. Deborah G. Moerlins  
Condominium Examiner

RE: Terrace Park of Five Towns No. 15  
80CN6136

Dear Debbie:

In reference to your letter dated May 14, 1980 we have complied, with the following, to correct the deficiencies cited:

1. We have added the attached insert into the sales brochures as required by s. 718.503(3)(b).
2. We have shown more clearly the annual expenses on the estimated budget (exhibit D) even though you did not seem to think it was necessary this time. I hope this makes it easier to read.
3. We have added the reserve amount to the estimated budget, Exhibit D.
4. Attached is the purchase agreement with the caveat required by s. 718.202(3) on the first page.

The following deficiencies, mentioned in paragraph 5, were cited in letter dated April 2, 1980 for Exeter Building, Terrace Park of Five Towns No. 20, 80CN5809.

1. Page 7, question and answer #3, discloses the information required by section 718.504(8) concerning the payment of recreation fees.
2. Page 10, question and answer #2, complies with section 718.112(2)(f)F.S.
3. Page 10, question and answer #5, shows the estimated closing costs.
4. Page 10, question and answer #1, shows an explanation regarding the apportionment of common expenses and ownership of the common elements as required by section 718.504(19)F.S.
5. A corrected copy of Article II, Section 3 of the ByLaws is attached.

State of Florida  
Terrace Park of Florida NO. 15

-2-

6. The surveyors seal is legible on the document for Jefferson #15.

NOT CITED AS DEFICIENCIES, BUT CORRECTED ANYWAY.

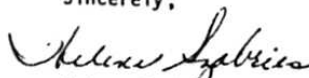
A legible copy of Exhibit 1 to the "Agreement for Use of Recreational Facilities," is attached.

A correction to Article of Incorporation, Article III C complying with Section 718.301 F.S.

In reply to your statement that "since the Service and Maintenance Agreement was entered into prior to turnover of the Association by the developer, the unit owners may cancel the agreement according to Section 718.302(a) F.S. we indicated in paragraph 4 above, that at the time of purchase the purchaser signs and approves a Service and Maintenance Agreement that has been contracted by and between the subject association and the Management Company.

Debbie, if you have any questions, or need further information please contact me. As always, we appreciate your assistance.

Sincerely,

  
Helene Szabries

Enclosures  
As above

P.S. We received our "O.K." on the Jefferson #15 May 28, 1980. I am sending you all of the above referenced so that your records are up to date.

Helene

ESTIMATED BUDGET  
JEFFERSON BUILDING

INCOME: from maintenance fees

	Month	Year
8 units @ \$64.00	\$ 512.00	\$ 6,144.00
8 units @ \$71.00	568.00	6,816.00
24 units @ \$73.00	1,752.00	21,024.00
8 units @ \$75.00	600.00	7,200.00
	<u>\$ 3,432.00</u>	<u>\$41,184.00</u>

EXPENSES: per unit per month

Gas	\$ 9.25	444.00	5,328.00
Electric	3.75	180.00	2,160.00
Sewer	8.25	396.00	4,752.00
Water	4.50	216.00	2,592.00
Trash	3.00	144.00	1,728.00
Property tax	1.15	55.20	662.40
Insurance	2.00	96.00	1,152.00
Elevator maintenance	1.00	48.00	576.00
T.V. antenna maintenance	.50	24.00	288.00
Night security	1.15	55.20	662.40
Pool and recreation center	7.50	360.00	4,320.00
Miscellaneous supplies	1.20	57.60	691.20
Vehicles	1.50	72.00	864.00
Lawn equip & sprinkler maintenance	1.00	48.00	576.00
Paint & cleaning supplies	1.25	60.00	720.00
Legal and administrative	3.50	168.00	2,016.00
Labor	10.00	480.00	5,760.00
Lawn supplies	1.00	48.00	576.00
APPROXIMATE TOTAL	\$ 61.50	\$ 3,447.00	\$ 35,424.00
Management fee	\$ 10.00	\$ 560.00	5,760.00
			<u>\$ 41,184.00</u>

Approximate additional expenses:

Stationery and stamps	150.00
Land sales fee	24.00
Miscellaneous expense	50.00
	<u>\$ 224.00</u>

APPROXIMATE TOTAL

\$ 41,408.00

RESERVE AMOUNTS

Roof	2.00	24.00
Parking lot (resurface)	1.75	21.00
Paint (exterior)	.50	6.00
	<u>\$ 4.25</u>	<u>\$ 51.00</u>

PRIMO11635

IM08539Q

No. 17

ESTIMATED BUDGET  
KENILWORTH BUILDING

## INCOME: from maintenance fees

12 units @	\$67.00	- \$	804.00
8 units @	74.00	-	592.00
20 units @	76.00	-	1,520.00
16 units @	78.00	-	<u>1,248.00</u>

TOTAL/MONTH \$4,164.00

ANNUALLY \$49,968.00

## EXPENSES: per unit per month

Gas	\$9.25
Electric	3.75
Sewer	8.25
Water	4.50
Trash	3.00
Property Tax	1.50
Insurance	2.00
Elevator Maint.	1.35
T.V. Antenna Maint.	.75
Night Security	1.50
Pool & Rec. Center	7.50
Misc. Supplies	1.50
Vehicles	1.50
Lawn Equip. &	
Sprinkler Maint.	1.25
Paint & Clean Supply	1.50
Legal & Admin	3.50
Labor	10.00
Lawn Supplies	<u>1.25</u>

APPROX: TOTAL/MONTH \$64.35

APPROX TOTAL ANNUALLY \$43,248.00

Management Fee \$10.00

per unit/month

TOTAL /MONTH \$560.00

TOTAL ANNUALLY 6,720.00

APPROX. TOTAL ANNUALLY \$49,968.00

## Approx. additional expenses: Annually

Stationery & Stamps	\$150.00
Land Sales Fee	25.00
Misc. Expense	<u>50.00</u>
	\$225.00

225.00

Approx. Total

\$50,196.00



PRIM 011636

IM 085395

No. 19

ORIGINAL  
Budget FiledESTIMATED BUDGET  
LEXINGTON BUILDING

## INCOME: from maintenance fees

8 units @ \$67.00 - \$ 536.00  
 8 units @ 74.00 - 592.00  
 24 units @ 76.00 - 1,824.00  
 16 units @ 78.00 - 1,248.00

TOTAL/MONTH \$4,200.00

TOTAL ANNUALLY \$50,400.00

## EXPENSES: per unit per month

Gas \$ 9.25  
 Electric 3.75  
 Sewer 8.25  
 Water 4.50  
 Trash 3.00  
 Property Tax 1.60  
 Insurance 2.00  
 Elevator Maint. 1.45  
 T.V. Antenna Maint. .75  
 Night Security 1.50  
 Pool & Rec. Center 7.50  
 Misc. Supplies 1.55  
 Vehicles 1.50  
 Lawn Equip. &  
 Sprinkler Maint. 1.70  
 Paint & Clean. Supply 1.70  
 Legal & Admin. 3.50  
 Labor 10.00  
 Lawn Supplies 1.50

APPROX. TOTAL/month

\$65.00

APPROX. TOTAL ANNUAL. 43,680.00

Management Fee  
per month

\$10.00

TOTAL/MONTH

\$560.00

TOTAL ANNUALLY

6,720.00

APPROX. TOTAL ANNU.

\$50,400.00

## Approx. additional expenses: Annually

Stationery & Stamps \$150.00  
 Land Sales Fee 28.00  
 Misc. Expense 50.00

TOTAL

\$228.00

APPROX. TOTAL

228.00  
\$50,628.00

## RESERVE AMOUNTS

Monthly  
 Roof 2.00  
 Parking Lot  
 (resurface) 1.75  
 Paint (Exterior) .50  
 4.25

Annually  
 24.00  
 21.00  
 6.00  
 51.00

STATE OF FLORIDA



DEPARTMENT OF BUSINESS REGULATION

THE JOHNS BUILDING  
725 SOUTH BRONOUGH STREET  
TALLAHASSEE, FLORIDA 32301

DPR 344-2

Rob Graham, Governor  
R. H. Hurrongha, Jr., Secretary

May 14, 1980

NOTICE OF DEFICIENCY FOR CONTENT

TO: Mr. Herman Geller, President  
Herm Geller Enterprises, Inc.  
8141 54th Avenue North  
St. Petersburg, Florida 33709

Re: Terrace Park of Five Towns  
#15 80CN6136  
Terrace Park of Five Towns  
#19 80CN6239

DEVELOPER HAS 20 DAYS TO CORRECT DEFICIENCIES.  
SEE ATTACHED INSTRUCTION SHEET FOR DETAILS.  
DOCUMENTS REQUIRING REVISIONS MUST BE SUBMITTED  
TO THIS AGENCY FOR FURTHER EXAMINATION.

Pursuant to Rule 7D-17.05(3), the above-referenced condominium  
filing is deficient in content as follows:

- will send* 1. The caveat on the back of the Sales Brochure is not in conspicuous  
type as required by s. 718.503(3)(b) and as defined in s. 718.103(4), F.S.  
Also this caveat must be on the first page containing text material.  
This may be remedied by adding an insert that would comply with the Act.
2. The annual expenses of the association have not been shown in the  
Budget as required by s. 718.504(20), F.S.
3. The estimated operating budget does not contain the account for  
reserves as required by s. 718.112(2)(k), F.S.
- will send* 4. The caveat required by s. 718.202(3) must appear on the first page  
of the purchase agreement. If this caveat is not applicable to this  
instance, the caveat on the last page of the agreement should be removed.
5. All of the deficiencies cited for Exeter Building, Terrace Park of  
Five Towns #20, our file number 80CN5809, apply to these filings.

Deborah G. Moerlins  
Condominium Examiner

Office of the Secretary

Division of Hotels & Restaurants

Division of General Regulation

Division of Alcoholic Beverages & Tobacco

Division of Florida Land Sales & Condominiums

Division of Part Mutual Wagering  
1350 N.W. 12th Avenue, Room 310  
Miami, Florida 33136

# Budget Amendment



**HERM GELLER  
ENTERPRISES, INC.**

Developers, International Marketing and Sales

May 23, 1980

RECEIVED  
MAY 28 10 04 AM '80  
DEPT. OF BUS. REGULATION  
DIV. OF FLA. LAND SALES  
TALLAHASSEE, FLA.

Ms. Deborah G. Moerlins  
Condominium Examiner  
State of Florida  
Department of Business Regulations  
The Johns Building  
725 South Bronough Street  
Tallahassee, Florida 32301

RE: Terrace Park of Five Towns #19  
80CN6239

Dear Debbie:

Thank you for the assistance you gave me in our conversation yesterday.

1. We have added an insert into the sales brochure as required by s. 718.503(3)(b).
2. I have shown more clearly the annual expenses on the budget even though you did not seem to think it was necessary this time. I hope this makes it easier to read.
3. You will note that the account of reserves is included on the estimated budget for the Lexington Building No. 19. It was not included on No. 15 (which as I explained was mailed before we received the deficiencies noted for the other buildings we submitted).
4. Attached is a new purchase agreement with the caveat required by s. 718.202(3) on the first page.
5. All of the deficiencies have been corrected in No. 19, that you mentioned in No. 20.

Debbie, I have also enclosed a recorded copy of the Article of Incorporation amendment and bylaws amendment.

Again, thank you for your assistance. It is important that we receive the "O.K." from you as soon as possible since we are just ready to begin closings.

Sincerely,  
*Helene Szabrics*  
Helene Szabrics

8141 54th Ave N. St Petersburg Fl 33709. Phone (813) 546-2485



## ESTIMATED BUDGET

LEXINGTON BUILDING

## INCOME: from maintenance fees

	<u>Month</u>	<u>Year</u>
8 units @ \$ 67.00	536.00	6,432.00
8 units @ \$ 74.00	592.00	7,104.00
24 units @ \$ 76.00	1,824.00	21,888.00
16 units @ \$ 78.00	<u>1,248.00</u>	<u>14,976.00</u>
	4,200.00	50,400.00

## EXPENSES: per unit

Gas	9.25	6,216.00
Electric	3.75	2,520.00
Sewer	8.25	5,544.00
Water	4.50	3,024.00
Trash	3.00	2,016.00
Property Tax	1.60	1,075.20
Insurance	2.00	1,344.00
Elevator maintenance	1.45	974.40
T.V. Antenna maintenance	.75	504.00
Night security	1.50	1,008.00
Pool and recreation center	7.50	5,040.00
Miscellaneous supplies	1.55	1,041.60
Vehicles	1.50	1,008.00
Lawn equipment & sprinkler maint.	1.70	1,142.40
Paint and cleaning supplies	1.70	1,142.40
Legal and administrative	3.50	2,352.00
labor	10.00	6,720.00
lawn supplies	<u>1.50</u>	<u>1,008.00</u>

APPROXIMATE TOTAL	\$65.00	\$43,680.00
-------------------	---------	-------------

Management fee	\$10.00	
----------------	---------	--

APPROXIMATE TOTAL	\$560.00	6,720.00
		<u>\$50,400.00</u>

## Approximate additional expenses:

Stationery & stamps		150.00
Land sales fee		28.00
Miscellaneous expenses		<u>50.00</u>

	\$228.00
--	----------

APPROXIMATE TOTAL	<u>\$50,628.00</u>
-------------------	--------------------

RESERVE AMOUNTS

Roof	2.00	24.00
Parking lot (resurface)	1.75	21.00
Paint (exterior)	<u>.50</u>	<u>6.00</u>

\$ 4.25	\$ 51.00
---------	----------

PRIM 011637  
1M085397

No. 20

Original  
Budget Filed.

ESTIMATED BUDGET  
EXETER BUILDING

INCOME: from maintenance fees

5 units @ \$64.20	-	\$ 321.00
6 units @ 66.20	-	397.20
15 units @ 73.20	-	1,098.00
6 units @ 76.20	-	<u>457.20</u>

TOTAL/MONTH \$2,273.40 ANNUALLY \$27,280.80

EXPENSES: per unit per month

Gas	\$ 9.25
Electric	3.75
Sewer	8.25
Water	4.50
Trash	3.00
Property Tax	1.00
Insurance	2.00
Elevator Maint.	.75
T.V. Antenna Maint.	.50
Night Security	1.00
Pool & Rec. Center	7.50
Misc. Supplies	1.00
Vehicles	1.50
Lawn Equip. & Sprinkler Maint.	1.00
Paint & Clean Supply	1.25
Legal & Admin.	3.50
Labor	10.00
Lawn Supplies	<u>1.25</u>

APPROX. TOTAL/MONTH \$61.00 APPROX. TOTAL ANNUALLY \$23,440.80

Management Fee \$10.00  
per unit/month

TOTAL/MONTH \$320.00 TOTAL ANNUALLY 3,840.00

APPROX. TOTAL ANNUALLY \$27,280.40

Approx. additional expenses: Annually

Stationery & Stamps	\$150.00
Land Sales Fee	16.00
Misc. Expense	<u>50.00</u>
	\$216.00

216.00

Approx. Total \$27,496.80

*Refers to Budget*



STATE OF FLORIDA

DEPARTMENT OF BUSINESS REGULATION  
THE JOHNS BUILDING  
725 SOUTH BRONOUGH STREET  
TALLAHASSEE, FLORIDA 32301

DBR 344-2

Bob Graham, Governor  
R. H. Burroughs, Jr., Secretary

April 2, 1980

NOTICE OF DEFICIENCY FOR CONTENT

TO: Mr. Herman Geller, President  
8141 54th Avenue, North  
St. Petersburg, Florida 33709

Re: Exeter Building, Terrace Park  
of Five Towns #20  
80CN5809

DEVELOPER HAS 20 DAYS TO CORRECT DEFICIENCIES.  
SEE ATTACHED INSTRUCTION SHEET FOR DETAILS.  
DOCUMENTS REQUIRING REVISIONS MUST BE SUBMITTED  
TO THIS AGENCY FOR FURTHER EXAMINATION.

Pursuant to Rule 7D-17.05(3), the above-referenced condominium  
filing is deficient in content as follows:

1. The information required by section 718.504(8), Florida Statutes,  
must be disclosed in the prospectus. *718.111(3) 1992*

2. The prospectus states that "No operating budget will be in existence  
until the unit owners are in control of the association...." This is  
in conflict with section 718.112(2) (f), Florida Statutes *111(2)*

3. Section 718.504(2), F.S., requires a schedule of estimated closing  
expenses. The disclosure on page 10 of the Prospectus does not give  
estimates of those items required.

4. The prospectus does not contain an explanation regarding the  
apportionment of common expenses and ownership of the common expenses  
and ownership of the common elements as required by section 718.504  
(19), Florida Statutes.

5. Article II, section 3 of the Bylaws is in conflict with section  
718.112(2) (g), F.S., which provides that directors may be removed  
with or without cause.

6. The estimated operating budget does not include the reserve accounts  
required by section 718.112(2) (k), F.S. These amounts must be disclosed  
even if the developer has determined that, while he is in control of  
the association, reserves will not be provided for in the budget.

*A-27-80*

Mr. Herman Geller

-2-

April 2, 1980

*gl* Division Rule 7D-17.04 requires that filing of completed improvements include a certificate of surveyor. The surveyor's seal does not appear on the survey submitted. This seal is necessary to determine the authority of the surveyor. *ds*

NOTE:

The following are not being cited as deficiencies at this time. Your comments would be appreciated.

1. Exhibit 1 to the "Agreement for Use of Recreational Facilities" is illegible. Could a clear copy be sent.
2. Article III c on page 41 of the Articles of Incorporation may be in conflict with section 718.301, Florida Statutes.
3. Since the "Service and Management Agreement" was entered into prior to turnover of the association by the developer, the unit owners may cancel the agreement according to section 718.302(1)(a), Florida Statutes.

Deborah G. Moerlins  
Condominium Examiner  
Bureau of Condominiums

DGM:cg



# Budget Amendment



**HERM GELLER  
ENTERPRISES, INC.**

Developers, International Marketing and Sales

April 9, 1980

RECEIVED

APR 15 12 52 PM '80

DEPT. OF BUS. REGULATION  
DIV. OF FLA. LAND SALES  
TALLAHASSEE, FLA.

State of Florida  
Department of Business Regulations  
The Johns Building  
725 South Bronough Street  
Tallahassee, Florida 32301

ATTN: Deborah G. Moerlins  
Condominium Examiner

RE: Exeter Building, Terrace Park of  
Five Towns #20 80CN5809

Kenilworth Building, Terrace Park  
of Five Towns #17 80CN5757

Dear Debbie:

Thank you very much for your assistance in answering our questions yesterday. Your courtesy is appreciated.

Enclosed are the corrections, as approved by you in our telephone conversation, that were required in your letter of April 2, 1980.

1. Page 7, question & answer #3, discloses the information required by section 718.504(8) concerning the payment of recreation fees.
2. Page 10, question & answer #2, complies with section 718.112(2)(f)F.S.
3. Page 10, question & answer #5, shows the estimated closing costs.
4. Page 10, question & answer #1, shows an explanation regarding the apportionment of common expenses and ownership of the common elements as required by section 718.504(19)F.S.
5. A corrected copy of Article II, Section 3 of the ByLaws, attached, now indicates that directors may be removed with or without cause. This page is being amended in the Clearwater Court records.
6. The attached operating budget now shows the reserve amounts required by section 718.112(2)(k)F.S.
7. Attached is a copy of the plat showing a clear surveyors seal.

8141 54th Ave N. St Petersburg Fla 33709. Phone (813) 546-2485

State of Florida  
ATTN: Deborah G. Moerlins

-2-

April 9, 1980

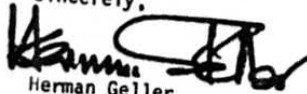
Also, while these were not considered deficiencies, we have also enclosed the following:

1. A legible copy of Exhibit 1 to the "Agreement For Use of Recreational Facilities".
2. A correction to Article III (c) complying with Section 718.301 F.S. This correction is being amended with the Clearwater Court.
3. In reply to your statement that "since the Service and Maintenance Agreement was entered into prior to turnover of the Association by the developer, the unit owners may cancel the agreement according to section 718.302(a)(a)F.S., we indicate in Paragraph 4 above that at the time of purchase the purchaser signs and approves a Service and Maintenance Agreement that has been contracted by and between the subject association and the Management Company.

Debbie, we ask your assistance in expediting the certificate of approval on these Offering Circulars because the bank, with whom we have most of our closing, is requiring the certificates prior to the closings.

Again, thank you very much for all of your assistance.

Sincerely,

  
Herman Geller  
President

hs

Attachments

ESTIMATED BUDGET  
EXETER BUILDING

INCOME: from maintenance fees

5 units @ \$64.20	-	\$ 321.00
6 units @ 66.20	-	397.20
15 units @ 73.20	-	1,098.00
6 units @ 76.20	-	<u>457.20</u>

TOTAL/MONTH \$2,273.40      ANNUALLY \$27,280.80

EXPENSES: per unit per month

Gas	\$ 9.25
Electric	3.75
Sewer	8.25
Water	4.50
Trash	3.00
Property Tax	1.00
Insurance	2.00
Elevator Maint.	.75
T.V. Antenna Maint.	.50
Night Security	1.00
Pool & Rec. Center	7.50
Misc. Supplies	1.00
Vehicles	1.50
Lawn Equip. &	
Sprinkler Maint.	1.00
Paint & Clean Supply	1.25
Legal & Admin.	3.50
Labor	10.00
Lawn Supplies	<u>1.25</u>

APPROX. TOTAL/MONTH \$61.00      APPROX. TOTAL ANNUALLY \$23,440.8

Management Fee \$10.00  
per unit/month

TOTAL/MONTH \$320.00      TOTAL ANNUALLY 3,840.0

APPROX. TOTAL ANNUALLY \$27,280.4

Approx. additional expenses: Annually

Stationery & Stamps	\$150.00
Land Sales Fee	16.00
Misc. Expense	<u>50.00</u>
	\$216.00

216.0

Approx. Total \$27,496.8

RESERVE AMOUNTS

	Monthly	Annually
Roof	2.00	24.00
Parking lot (resurface)	1.75	21.00
Paint (exterior bldg)	.50	6.00
	<u>4.25</u>	<u>51.00</u>



PRIM011639

IMD8539V

No. 22

## ESTIMATED BUDGET

MADISON BUILDING

## INCOME: From maintenance fees

	<u>Monthly</u>	<u>Annually</u>
8 units @ \$71.00	568	6,816
32 units @ 78.00	2,496	29,952
16 units @ 81.00	<u>1,296</u>	<u>15,552</u>
	\$ 4,360	\$ 52,320

## EXPENSES: Per unit

Gas	9.25	6,216
Electric	3.75	2,520
Sewer	8.25	5,544
Water	4.50	3,024
Trash	3.00	2,016
Property tax	1.66	1,115.52
Insurance	2.50	1,680
Elevator maintenance	1.50	1,008
TV antenna maintenance	.95	638.40
Night security	1.50	1,008
Pool and recreation center	7.50	5,040
Miscellaneous supplies	1.75	1,176
Vehicles	1.50	1,008
Lawn equipment and sprinkler maintenance	1.50	1,008
Paint and cleaning supplies	1.75	1,176
Legal and administrative	3.50	2,352
Labor	10.00	6,720
Lawn supplies	<u>1.50</u>	<u>1,008</u>
APPROXIMATE TOTAL	\$ 65.86	\$ 44,257.92
Management fee	\$ 12.00	
	<u>\$672.00</u>	<u>\$ 8,064.00</u>
APPROXIMATE TOTAL		\$ 52,321.92

## Approximate additional expenses:

Stationery and stamps	150.00
Land sales fee	28.00
Miscellaneous expenses	<u>50.00</u>
	\$ 228.00
APPROXIMATE TOTAL	<u>\$ 52,549.92</u>

RESERVE AMOUNTS

Roof	2.00	24.00
Parking lot (resurface)	1.75	21.00
Paint (exterior)	<u>.50</u>	<u>6.00</u>
	\$ 4.25	\$ 51.00

PRIM011640

1M08539W

No. 23

## ESTIMATED BUDGET

## NEWPORT BUILDING

ORIGINAL  
Budget Filing

## INCOME: From maintenance fees

8 units @ \$ 79.20  
 24 units @ \$ 86.20  
 8 units @ \$ 89.90  
 16 units @ \$ 93.20

Monthly  
 \$ 633.60  
 2,068.80  
 719.20  
 1,491.20

Annually  
 \$ 7,603.20  
 24,825.60  
 8,630.40  
 17,894.40

## EXPENSES: Per unit

Gas  
 Electric  
 Sewer  
 Water  
 Trash  
 Property tax  
 Insurance  
 Elevator maintenance  
 TV antenna maintenance  
 Night security  
 Pool and recreation center  
 Miscellaneous supplies  
 Vehicles  
 Lawn equipment and sprinkler maintenance  
 Paint and cleaning supplies  
 Legal and administrative  
 Labor  
 Lawn supplies

9.60	6,384.00
4.50	3,024.00
9.	
5.00	3,360.00
4.00	2,688.00
2.00	1,344.00
3.25	2,184.00
1.50	1,008.00
1.25	840.00
2.00	1,344.00
8.00	5,376.00
2.00	1,344.00
2.00	1,344.00
2.03	1,364.16
2.50	1,680.00
3.75	2,520.00
11.00	7,392.00
2.20	1,478.40

## APPROXIMATE TOTAL

\$ 75.73      \$ 50,890.56

## Management fee

\$ 12.00

## APPROXIMATE TOTAL

\$672.00      \$ 8,064.00  
 \$ 58,954.56

## Approximate additional expenses:

Stationery and stamps  
 Land sales fee  
 Miscellaneous expenses

\$ 150.00  
 28.00  
 50.00

## APPROXIMATE TOTAL

\$ 228.00  
 \$ 59,182.56

## RESERVE AMOUNTS

Roof  
 Parking lot (resurface)  
 Paint (exterior)

2.00	24.00
1.75	21.00
.50	6.00
\$ 4.25	\$ 51.00

PRIM011641  
1M08539X

No. 24

OXFORD BUILDING

ESTIMATED OPERATING BUDGET

ORIGINAL  
Budget Filed.

	Annual Budget	Monthly Budget
1. Administration	1,980.00	165.00
2. Management Fee	6,336.00	528.00
3. Maintenance		
Grounds	12,429.12	1,035.76
Bldg including public areas	3,960.00	330.00
4. Rent for Recreation Facilities	NONE	NONE
5. Taxes on Assoc. Property	1,056.00	88.00
6. Insurance	1,716.00	143.00
7. Security	1,056.00	88.00
8. Other Expenses:		
Electricity (public areas)	2,640.00	220.00
Water & sewer	7,788.00	649.00
Trash disposal	2,640.00	220.00
Gas	5,016.00	418.00
9. Miscellaneous expenses	1,056.00	88.00
10. Operating capital	200.00	16.67
11. Land sales division fee	22.00	1.83
	<u>SUB-TOTAL</u>	<u>47,895.12      3,991.26</u>
12. Reserves:		
Roof replacement	1,056.00	88.00
Parking lot - resurface	924.00	77.00
Exterior paint	264.00	22.00
	<u>SUB-TOTAL</u>	<u>2,244.00      187.00</u>
	<u>TOTAL</u>	<u>50,139.12      4,178.26</u>

Two bedroom (2B2BS)	2.194%
Two Bedroom (2B2BF)	2.194%
Two Bedroom (2BC-8)	2.270%
Two Bedroom (2BC-7)	2.372%
Two Bedroom (2BC-6)	2.372%

ASSESSMENTS	
Annual	Monthly
1,034.40	86.20
1,034.40	86.20
1,070.40	89.20
1,118.40	93.20
1,118.40	93.20

- should note  
which items are  
incl. in service and fee  
- also note that future  
budgets will be  
subject to change

equal to service  
fee - not  
budget



STATE OF FLORIDA

DBR 344-2

DEPARTMENT OF BUSINESS REGULATION  
THE JOHNS BUILDING  
725 SOUTH BRONOUGH STREET  
TALLAHASSEE, FLORIDA 32301

Bob Graham, Governor  
R. B. Burroughs, Jr., Secretary

January 21, 1981

NOTICE OF DEFICIENCY FOR CONTENT

TO: Herman Geller, Esquire  
8141 54th Avenue N.  
St. Petersburg, FL 33709

*DEV says this doesn't apply*

RE: Terrace Park of Five Towns, Association No. 24  
1M06534X

Pursuant to Rule 7D-17.05(3), Florida Administrative Code, the above-referenced condominium filing is deficient in content as follows:

1. The summary page of the prospectus does not list all of those statements that are required to be in conspicuous type in the prospectus. Specifically, those statements found under sections 718.504(12) and (11), F.S., must be included.
2. The prospectus does not contain a separate index of the contents and exhibits to the prospectus as required by section 718.504(3), F.S. The index to the entire filing would not be sufficient to comply with this requirement. *Q+A form has not been submitted (DEV)*
- ✓ 3. None of the statements required by section 718.504, F.S., have been included in the prospectus text.
- ✓ 4. The prospectus text does not provide for the nature of the services included in the management agreement as required by section 718.504(11)(c), F.S.
- ✓ 5. The prospectus text does not provide an explanation regarding the apportionment of common expenses and ownership of the common elements as required by section 718.504(19), F.S. This explanation must explain how each unit's share of the expenses are arrived at. This does not refer to how the actual expenses themselves were calculated, but rather, how the developer arrived at the percent attributed to each individual condominium unit type.



Herman Geller  
Page 2  
January 21, 1981

- ✓ 6. Page 8 of the prospectus set forth a schedule of initial monthly service and maintenance fees. These figures do not match those set forth on page 79 of the service and management contract.
- unit 60*  
✓ 7. The assessments set forth in the estimated operating budget appear to be equal to the fee paid to the service and management contract rather than the total assessment to be paid by each unit owner. This information should be corrected.
- ✓ 8. The exhibit submitted as a plot plan is not legible as required by Rule 7D-18.02, F.A.C.

NOTE:

- ✓ 1. Article II, section 9 of the bylaws requires that the board adopt the annual budget. It has been brought to my attention that the condominiums at Terrace Park of Five Towns are unable to provide the unit owners with budgets containing all of the information that has been provided in the estimated operating budget for this filing. This is due to the fact that many of the items listed in the estimated operating budget are included within the service and management fee. It is my understanding that this management fee is not broken down for the board of directors in order that they may prepare an estimated operating budget. I therefore suggest that your estimated operating budget should note which items listed in that budget are included in the service and management fee and disclose that future budgets will contain less detail as provided in this exhibit.
- ✓ 2. According to the purchase agreement, the unit owner "approved" the service contract at the time of signing. Is it your interpretation that this approval by individual unit owners automatically removes this agreement from the provisions of section 718.302, F.S.?

Sincerely,

*Deborah G. Moerlins*  
Deborah G. Moerlins  
Condominium Specialist  
Bureau of Condominiums

DGM/imw

Encls.

# Budget Amendment



**HERN GELLER  
ENTERPRISES, INC.**

Developers, International Marketing and Sales

February 3, 1981

RECEIVED  
FEB 5 2 51 PM '81  
DEPT. OF BUS. REGULATION  
DIV. OF LAND SALES  
TALLAHASSEE, FLA.

Department of Business Regulations  
The Johns Building  
725 South Bronough Street  
Tallahassee, Florida 32301

ATTN: Mr. Barry Longman

RE: Terrace Park of Five Towns  
Association No. 24  
1M06534X

Dear Mr. Longman:

Thank you for the assistance in explaining the deficiencies noted in Debbie Moerlins' letter of January 21, 1981.

1. We have corrected the summary sheet to comply with 718.504(11) and a copy is attached. Regarding 718.504(12) we have not used the statement "The Developer (or other person) has the right to retain control of the Association after a majority of the units have been sold" because we think it does not apply. Please see Articles of Incorporation, III C, page 42 and Article II, Section 4 of the By-Laws on page 49.
2. Deficiency number 2 speaks of an index to the prospectus. As we discussed, since we have a question and answer type of disclosure, it would be extremely difficult to index this format. If you have any suggestions on how this could be accomplished we would appreciate your input. We feel that the table of contents is sufficient because of our format.
3. We have amended the prospectus to include all of the statements (that apply to us) required by section 718.504 F.S.
- ✓ 4. We have added the nature of the services included in the management agreement as required by Section 718.504(11) in the prospectus. A corrected copy is attached.
5. On page 9 of the prospectus we have amended the first answer to include how we arrived at the percent attributed to the individual condominium unit, which is mainly what we discussed; by taking the different size apartments and locations.



Mr. Barry Longman

-2-

February 2, 1981

6. We have corrected the service and maintenance fees. That was a typographical error and we appreciate your finding it.
7. Regarding deficiency number 7, we submit the following explanation. At this time, the fees that we establish are the only fees we have. When the Association is turned over and the permanent Board of Directors is elected, by the unit owners, any and all assessments, over the original service and maintenance agreement will be proportioned in accordance with the percentage of ownership as established in the Declaration.

With reference to Note No. 1, once the permanent Board of Directors is elected then the budget information will be submitted to unit owners by the Board of Directors and may not be as detailed as submitted in the estimated operating budget. The items that are contained in the service and maintenance agreement would be omitted. I have noted that on the estimated operating budget, copy attached.

With reference to Note No. 2, it is not our intention to remove the provisions of Section 718.302F.S. Whereas, there is a temporary association formed by the Developer the unit owners, by signing the service and maintenance agreement, are indicating that they have read and approved the service and maintenance agreement which will go into effect after their closing. This manner of signing assures us that we are submitting the service and maintenance agreement for their understanding, that there is a contract price with all the trims therein, fully disclosed at the time of purchasing.

Once again, thank you for your assistance. If you have any questions please call, because we are most anxious to have these documents approved.

Sincerely,

*Helene Szabryes*  
Helene Szabryes

HS/h

Enclosures

*P.S. Also enclosed is a legible plot plan.*

# *Refers to Maintenance Fees.*

Question: What compensation will be paid to the maintenance contractor?

Answer: The units will be divided into the following categories:

Category A: Units 106, 107  
206, 207  
306, 307  
406, 407

Category B: Units 104, 105, 108  
204, 205, 208  
304, 305, 308  
404, 405, 408

Category C: Units 103, 109  
203, 209  
303, 309  
403, 409

Category D: Units 102, 110  
202, 210  
302, 310  
402, 410

Category E: Units 101, 111  
201, 211  
301, 311  
401, 411

## SCHEDULE OF INITIAL MONTHLY SERVICE AND MAINTENANCE FEES

Category A. . . . .	\$ 86.20
Category B. . . . .	\$ 86.20
Category C. . . . .	\$ 89.20
Category D. . . . .	\$ 93.20
Category E. . . . .	\$ 93.20

The above schedule of initial Service and Maintenance Fees established in accordance with the percentage of ownership to the common elements shall continue through December 31, 1981, at which time the rates shall be increased in accordance with page 80 of the Service and Maintenance Agreement, paragraph a, b, c, d, e and f.

The Service and Maintenance Agreement is found on page 76.

OXFORD BUILDING  
ESTIMATED OPERATING BUDGET

	Annual Budget	Monthly Budget
1. Administration	1,980.00	165.00
* 2. Management Fee	6,336.00	528.00
* 3. Maintenance		
Grounds	12,429.12	1,035.76
Bldg including public areas	3,960.00	330.00
4. Rent for Recreation Facilities	NONE	NONE
5. Taxes on Assoc. Property	1,056.00	88.00
* 6. Insurance	1,716.00	143.00
* 7. Security	1,056.00	88.00
* 8. Other Expenses:		
Electricity (public areas)	2,640.00	220.00
Water & sewer	7,788.00	649.00
Trash disposal	2,640.00	220.00
Gas	5,016.00	418.00
* 9. Miscellaneous expenses	1,056.00	88.00
10. Operating capital	200.00	16.67
11. Land sales division fee	22.00	1.83
	<u>SUB-TOTAL</u>	<u>47,895.12</u>
		<u>3,991.26</u>
12. Reserves:		
Roof replacement	1,056.00	88.00
Parking lot - resurface	924.00	77.00
Exterior paint	264.00	22.00
	<u>SUB-TOTAL</u>	<u>2,244.00</u>
		<u>187.00</u>
	<u>TOTAL</u>	<u>50,139.12</u>
		<u>4,178.26</u>

		ASSESSMENTS	
		Annual	Monthly
Two bedroom (2B2BS)	2.194%	1,034.40	86.20
Two Bedroom (2B2BF)	2.194%	1,034.40	86.20
Two Bedroom (2BC-8)	2.270%	1,070.40	89.20
Two Bedroom (2BC-7)	2.372%	1,118.40	93.20
Two Bedroom (2BC-6)	2.372%	1,118.40	93.20

\*Included in the service and maintenance fee

# Budget Amendment



HERM GELLER  
ENTERPRISES, INC.

Developers, International Marketing and Sales

RECEIVED

APR 21 1 42 PM '81  
APR 10 1981  
TALLAHASSEE, FLA.

Mr. Barry T. Longman, Supervisor  
Examining Section, Bureau of Condominiums  
DEPARTMENT OF BUSINESS REGULATIONS  
The Johns Building  
725 South Bronough Street  
Tallahassee, Florida 32301

RE: Terrace Park of Five Towns  
Association No. 24  
1M06534X

Dear Barry:

Thank you for your assistance in helping to clear up the deficiencies left on this prospectus.

Enclosed is a revised estimated budget that I think will satisfy the regulations.

We will wait for the approval letter that you said would be forthcoming.

Sincerely,

HERM GELLER ENTERPRISES, INC.

*Helene Szobries*  
Mrs. Helene Szobries

HS/h

Enclosure: 1

OXFORD BUILDING  
ESTIMATED OPERATING BUDGET

	<u>Annual Budget</u>	<u>Monthly Budget</u>
1. Administration		
*2. Management fee	1,980.00	165.00
*3. Maintenance Grounds Bldg including public areas	6,336.00 12,429.12 3,960.00	528.00 1,035.76 330.00
4. Rent for Recreation Facilities	NONE	NONE
5. Taxes on Assoc. Property	1,056.00	88.00
*6. Insurance	1,716.00	143.00
*7. Security	1,056.00	88.00
*8. Other Expenses: Electricity (public areas) Water and sewer Trash disposal Gas	2,640.00 7,788.00 2,640.00 5,016.00	220.00 649.00 220.00 418.00
*9. Miscellaneous expenses	1,056.00	88.00
10. Operating capital	200.00	16.67
11. Land sales division fee	22.00	1.83
	<u>SUB-TOTAL</u>	<u>3,991.26</u>
12. Reserves: Roof replacement Parking lot - resurface Exterior paint	1,056.00 924.00 264.00	88.00 77.00 22.00
	<u>SUB-TOTAL</u>	<u>187.00</u>
	<u>TOTAL</u>	<u>4,178.26</u>

		<u>Estimated Expenses</u>		<u>Actual Assessment</u>	
		<u>By % of Ownership</u>		<u>By Contract</u>	
		<u>Annual</u>	<u>Monthly</u>	<u>Annual</u>	<u>Monthly</u>
Two bedroom (2B2BS)	2.194%	1,050.82	87.57	1,034.40	86.20
Two bedroom (2B2BF)	2.194%	1,050.82	87.57	1,034.40	86.20
Two Bedroom (2BC-8)	2.270%	1,087.22	90.60	1,070.40	89.20
Two Bedroom (2BC-7)	2.372%	1,136.07	94.67	1,118.40	93.20
Two bedroom (2BC-6)	2.372%	1,136.07	94.67	1,118.40	93.20

\*Included in the service and maintenance fee

NOTE: Reserve items listed under number 12 are an estimate of what reserves would be if they are included in the budget. However, as long as the developer retains the majority vote he may elect not to include them in the budget.



PRIM011642  
1M08539K  
No. 25

ORIGINAL  
Budget Filing.

PRINCETON BUILDING  
ESTIMATED OPERATING EXPENSE

	<u>ANNUAL</u>	<u>MONTHLY</u>
1. Administration	2,112	176.00
*2. Management fee	7,392	616.00
*3. Maintenance		
Grounds	13,200	1,100.00
Bldg including public areas	4,752	396.00
4. Rent for Recreation Facilities	-0-	-0-
5. Taxes on Assoc. Property	1,056	88.00
*6. Insurance	2,112	176.00
*7. Security	1,584	132.00
*8. Other Expenses:		
Electricity (public areas)	3,168	264.00
Water and sewer	8,712	726.00
Trash disposal	3,168	264.00
Gas	6,864	572.00
*9. Miscellaneous expenses	1,320	110.00
10. Operating capital	200	16.67
11. Land sales division fee	22	1.83
	<u>SUB-TOTAL</u>	<u>4,638.50</u>
12. Reserves:		
Roof replacement	1,270	105.83
Parking lot - resurface	1,200	100.00
Exterior paint	300	25.00
	<u>SUB-TOTAL</u>	<u>230.83</u>
	<u>TOTAL</u>	<u>4,869.33</u>

		<u>Estimated Expenses</u> <u>By % of Ownership</u>		<u>Actual Assessment</u> <u>By Contract</u>	
		<u>ANNUAL</u>	<u>MONTHLY</u>	<u>ANNUAL</u>	<u>MONTHLY</u>
Two bedroom (2BS)	2.2411%	1,247.40	103.95	1,236	103.00
Two bedroom (2B2C-7)	2.3281%	1,295.88	107.99	1,284	107.00
Two Bedroom (2B2C-6)	2.3281%	1,295.88	107.99	1,284	107.00

\*Included in the service and maintenance fee

NOTE: Reserve items listed under number 12 are an estimate of what reserves would be if they are included in the budget. However, as long as the developer retains the majority vote he may elect not to include them in the budget.





**HERM GELLER  
ENTERPRISES, INC.**

Developers, International Marketing and Sales

April 25, 1983

RECEIVED  
APR 28 12 56 PM '83  
DEPT. OF BUS. REGULATION  
DIV. OF FLA. LAND SALES  
TALLAHASSEE, FLA.

State of Florida  
Department of Business Regulation  
The Johns Building  
725 South Bronough Street  
Tallahassee, Florida 32301

ATTN: Janet H. D'Antonio  
Condominium Specialist

RE: RESPONSE TO DEFICIENCY 1M08539Y

Dear Janet:

Regarding the notice of deficiency dated April 7, 1983 and our telephone conversation the following is submitted.

The condominium is not part of a phase development. Each condominium has a separate association, but does share in the use of facilities and areas with other condominiums. In order to clear up this misunderstanding, we have changed the section called "Developer's Commitment to Phase Development" to read "Description of Multi-Condominium Development at Terrace Park of Five Towns". A copy of the new page 87 is attached as well as a corrected Table of Contents.

After talking to Carl Parker, the attorney who prepares the Articles of Incorporation, he explained that the corporation is formed "open ended" so that one association can include another association by amending the declaration. A new condominium would not be created. I believe we cleared this up in our telephone conversation.

The plot plans have been changed to read Site I and Site II rather than Phase I and Phase II. The use of the word phase just designated different sections.

We have added the appropriate paragraph regarding the developers statement of election to the estimated operating expense. A copy is attached. Also, attached are copies of Exhibit A, pages 35 thru 35F. These page will replace Exhibit A, page 35.

Thank you for your courteous assistance. Please advise if you need any additional information.

Sincerely,  
HERM GELLER ENTERPRISES, INC.

*Helene Szabries*  
Helene Szabries

Enclosures

8141 54th Ave N. St Petersburg, Fla 33709. Phone (813) 546-2485

PRINCETON BUILDING  
ESTIMATED OPERATING EXPENSE

	<u>ANNUAL</u>	<u>MONTHLY</u>
1. Administration	2,112	176.00
*2. Management fee	7,392	616.00
*3. Maintenance		
Grounds	13,200	1,100.00
Bldg including public areas	4,752	396.00
4. Rent for Recreation Facilities	-0-	-0-
5. Taxes on Assoc. Property	1,056	88.00
*6. Insurance	2,112	176.00
*7. Security	1,584	132.00
*8. Other Expenses:		
Electricity (public areas)	3,168	264.00
Water and sewer	8,712	726.00
Trash disposal	3,168	264.00
Gas	6,864	572.00
*9. Miscellaneous expenses	1,320	110.00
10. Operating capital	200	16.67
11. Land sales division fee	22	1.83
	<u>SUB-TOTAL</u>	<u>4,638.50</u>
12. Reserves:		
Roof replacement	1,270	105.83
Parking lot - resurface	1,200	100.00
Exterior paint	300	25.00
	<u>SUB-TOTAL</u>	<u>230.83</u>
	<u>TOTAL</u>	<u>58,432</u>
		<u>4,869.33</u>

		<u>Estimated Expenses</u>		<u>Actual Assessment</u>	
		<u>By % of Ownership</u>		<u>By Contract</u>	
		<u>ANNUAL</u>	<u>MONTHLY</u>	<u>ANNUAL</u>	<u>MONTHLY</u>
Two bedroom (2BS)	2.2411%	1,247.40	103.95	1,236	103.00
Two bedroom (2B2C-7)	2.3281%	1,295.88	107.99	1,284	107.00
Two Bedroom (2B2C-6)	2.3281%	1,295.88	107.99	1,284	107.00

\*Included in the service and maintenance fee

NOTE: Reserve items listed under number 12 are an estimate of what reserves would be if they are included in the budget. However, as long as the developer retains the majority vote he may elect not to include them in the budget.

A developer owning condominium units offered for sale shall be excused from the payment of the share of the common expenses and assessments related thereto for a period subsequent to the recording of the Declaration of Condominium and terminating not later than the first day of the fourth calendar month following the month in which such declaration is recorded, or for a period terminating with the first day of the month of the third succeeding calendar month after the closing of the purchase and sale of any condominium unit within the condominium to an owner who is not the developer, the nominee of the developer, or a substitute or alternative developer, whichever shall be the later date; or a developer owning condominium units shall pay his prorata share of the common expense that may be imposed upon the owners.

PR1m011643  
1M08539Z  
No. 26

ESTIMATED OPERATING BUDGET

ASTOR/BELMONT/CAMBRIDGE BUILDINGS

ORIGINAL  
Budget Filing  
(No Amends)

	Annual Budget	Monthly Budget
1. Administration	1,248.00	104.00
*2. Management fee	4,368.00	364.00
*3. Maintenance		
Grounds	9,048.00	754.00
Bldg including public areas	2,736.00	228.00
4. Rent for Recreation Facilities	-0-	-0-
5. Taxes on Assoc. Property	936.00	78.00
*6. Insurance	1,248.00	104.00
*7. Security	720.00	60.00
*8. Other Expenses:		
Electricity (public areas)	1,800.00	150.00
Water and sewer	5,148.00	429.00
Trash disposal	1,494.00	124.50
Gas	3,744.00	312.00
*9. Miscellaneous expenses	936.00	78.00
10. Operating capital	150.00	12.50
11. Land sales division fee	13.00	1.08
SUB-TOTAL	33,589.00	2,799.08
12. Reserves:		
Roof Replacement	624.00	52.00
Parking lot - resurface	546.00	45.50
Exterior paint	312.00	26.00
SUB-TOTAL	1,482.00	123.50
TOTAL	35,071.00	2,922.58

				Estimated Expenses By % of Ownership		Actual Assessment By Contract	
				Annual	Monthly	Annual	Monthly
<u>Astor Building</u>							
Two bedroom/two bath	(OC-1)	3.901%		1,310.28	109.19	1,308	109.00
Two bedroom/two bath	(OC-2)	3.830%		1,286.40	107.20	1,284	107.00
Two bedroom/two bath	(IC-1)	3.830%		1,286.40	107.20	1,284	107.00
Two bedroom/two bath	(I-1)	3.758%		1,262.28	105.19	1,260	105.00
Two Bedroom/two bath	(I-2)	3.758%		1,262.28	105.19	1,260	105.00
<u>Belmont &amp; Cambridge Buildings</u>							
Two bedroom/two bath	(OC-1)	3.901%		1,310.28	109.19	1,308	109.00
Two bedroom/two bath	(OC-2)	3.901%		1,310.28	109.19	1,308	109.00
Two bedroom/two bath	(IC-1)	3.830%		1,286.40	107.20	1,284	107.00
Two bedroom/two bath	(IC-2)	3.830%		1,286.40	107.20	1,284	107.00

\*Included in the service and maintenance fee

NOTE: Reserve items listed under number 12 are an estimate of what reserves would be if they are included in the budget. However, as long as the developer retains the majority vote he may elect not to include them in the budget.

4411011624/  
1M08539 BB  
No. 28

ORIGINAL  
Filing

TERRACE PARK OF FIVE TOWNS, NO. 28

RADCLIFF BUILDING

ESTIMATED OPERATING EXPENSE

	ANNUAL UNIT TYPE			MONTHLY UNIT TYPE		
	2BT	2BSL	2BCL	2BT	2BSL	2BCL
1. Administration	45.84	48.84	50.52	3.82	4.07	4.21
2. Management Fee	*	*	*	*	*	*
3. Maintenance Grounds Bldg including public areas	*	*	*	*	*	*
4. Rent for Recreation Facilities		-0-			-0-	
5. Taxes on Association Property	22.92	24.42	25.26	1.91	2.03	2.11
6. Insurance	*	*	*	*	*	*
7. Security	*	*	*	*	*	*
8. Other Expenses: Electricity (public areas) Water and Sewer Trash Disposal Gas	*	*	*	*	*	*
9. Miscellaneous Expense	*	*	*	*	*	*
10. Operating Capital	3.41	3.63	3.76	.28	.30	.32
11. Land Sales Division Fee	<u>.46</u>	<u>.50</u>	<u>.52</u>	<u>.04</u>	<u>.04</u>	<u>.05</u>
SUB TOTAL	72.63	77.39	80.06	6.05	6.44	6.69
12. Reserves						
Roof	26.87	28.61	29.61	2.29	2.38	2.47
Parking	25.59	27.25	28.20	2.13	2.27	2.35
Paint	<u>6.82</u>	<u>9.27</u>	<u>7.51</u>	<u>.57</u>	<u>.61</u>	<u>.63</u>
	59.28	63.13	65.32	4.99	5.26	5.45
TOTAL	131.91	140.52	145.38	11.04	11.70	12.14

Expenses for a Unit Owner: Service and Maintenance Initial Fee according to Contract  
Established by Percentage of Ownership:

		Annual	Monthly
Two bedroom (2BT)	1.7061	1,296.00	108.00
Two bedroom (2BSL)	1.8168	1,380.00	115.00
Two bedroom (2B2BCL)	1.8798	1,428.00	119.00

\*NOTE: The Service and Maintenance Contract includes Items 2,3,6,7,8 and 9 above.

Reserve items listed under Number 12 are an estimate of what reserves would be if they were included in the budget. However, as long as the Developer retains the majority vote, in accordance with FS 718, he may by a vote of the majority of members present at a duly called meeting of the association, vote to waive in whole or in part, the statutory reserve requirements. Minutes of said meeting would be duly recorded.

A Developer owning condominium units offered for sale shall be excused from the payment of the share of the common expenses and assessments related thereto for a period subsequent to the recording of the Declaration of Condominium and terminating not later than the first day of the fourth calendar month following the month in which such declaration is recorded, or for a period terminating with the first day of the month of the third succeeding calendar month after the closing of the purchase and sale of any condominium unit within the condominium to an owner who is not the Developer, the nominee of the Developer, or a substitute or alternative Developer, whichever shall be the later date.





HERM GELLER  
ENTERPRISES, INC.

Developers, International Marketing and Sales

June 15, 1984

Amend  
1M08539BB

RECEIVED

JUN 18 1 44 PM

DIV. OF BUS. REGULATIONS  
DIV. OF FLA. LAND SALE  
TALLAHASSEE, FLA.

State of Florida  
Department of Business Regulations  
The Johns Building  
725 South Bronough Street  
Tallahassee, Florida 32301

ATTN: Ms. Susan Sartin

RE: Terrace Park of Five Towns  
Assn. No. 28 Radcliff Bldg  
1M08539BB

Dear Ms. Sartin:

In response to your letter of May 18, 1984 I have enclosed  
revision to the Declaration, Section 6; executed escrow agreement;  
site plan (reduced) and revised budget format.

I would like to thank you for your assistance on the telephone  
and for sending the sample budgets. Your help was very much  
appreciated.

Thank you also for sending correspondence to me. It does  
expedite our response.

Sincerely,

HERM GELLER ENTERPRISES, INC.

*Helene Szabries*  
Helene Szabries

hs

Enclosures

8141 54th Ave. N., St. Petersburg, Fla. 33709. Phone (813) 546-2485

## TERRACE PARK OF FIVE TOWNS NO. 28

## RADCLIFF BUILDING

ESTIMATED OPERATING BUDGET

<u>EXPENSES FOR THE ASSOCIATION:</u>	<u>ANNUAL</u>	<u>MONTHLY</u>
1. Administration	\$ 2,885.00	\$ 240.42
2. Management Fee	*	*
3. Maintenance	*	*
Grounds		
Bldg including public areas		
4. Rent for Recreation Facilities	N/A	N/A
5. Taxes on Association Property	1,445.00	120.41
6. Insurance	*	*
7. Security	*	*
8. Other Expenses:	*	*
Electricity (public areas)		
Water and sewer		
Trash disposal		
Gas		
9. Miscellaneous expense	*	*
10. Operating Capital	215.00	17.92
11. Land Sales Division Fee	27.50	2.29
12. Reserves**		
Roof	1,575.00	131.25
Parking area	1,500.00	125.00
Paint	500.00	41.67
<b>TOTAL</b>	<b>\$ 8,147.50</b>	<b>\$ 678.96</b>

If the foregoing budget was adopted by the Association, after the takeover from the Developer, it would result in the following assessments against each unit:

Two Bedroom (2BT)	1.7061	139.00	11.58
Two Bedroom (2BSL)	1.8168	148.02	12.34
Two Bedroom (2BCL)	1.8798	153.17	12.76

EXPENSES FOR A UNIT OWNER: Service and Maintenance Initial Fee according to Contract, established by Percentage of Ownership, and payable to H. Geller Management Corp. is as follows:

Two Bedroom (2BT)	1.7061	1,296.00	108.00
Two Bedroom (2BSL)	1.8168	1,380.00	115.00
Two Bedroom (2BCL)	1.8798	1,428.00	119.00

NOTE: The Service and Maintenance Contract includes Items 2,3,6,7,8 and 9 above.

\*\*Reserve Items listed under No. 12 are an estimate of what reserves would be if they were included in the budget. However, as long as the Developer retains the majority vote, in accordance with FS 718 he may by a vote of the majority of members present at a duly called meeting of the Association, vote to waive in whole or in part, the statutory reserve requirements. Minutes of said meeting would be duly recorded.

The Developer owning condominium units shall pay his prorata share of the common expenses that may be imposed upon the owners.

During the time that the Developer is in control he will not be assessing units.



## TERRACE PARK OF FIVE TOWNS, NO. 27

## QUINCY BUILDING

## ESTIMATED OPERATING EXPENSE

	ANNUAL			MONTHLY		
	Unit Type			Unit Type		
	2BQ	2BSU	2BC6&7	2BQ	2BSU	2BC6&7
1. Administration	44.09	48.06	49.83	3.67	4.01	4.15
2. Management Fee	*	*	*	*	*	*
3. Maintenance Grounds Bldg including public areas	*	*	*	*	*	*
4. Rent for Recreation Facilities		-0-			-0-	
5. Taxes on Association Property	22.05	24.03	24.92	1.84	2.00	2.08
6. Insurance	*	*	*	*	*	*
7. Security	*	*	*	*	*	*
8. Other Expenses: Electricity (public areas) Water and sewer Trash Disposal Gas	*	*	*	*	*	*
9. Miscellaneous expense	*	*	*	*	*	*
10. Operating capital	3.28	3.58	3.71	.27	.30	.31
11. Land Sales Division Fee	.46	.50	.52	.04	.04	.05
SUB TOTAL	69.88	76.17	78.98	5.82	6.35	6.59
12. Reserves						
Roof	25.59	27.89	28.92	2.13	2.32	2.41
Parking	24.61	26.82	27.81	2.05	2.24	2.32
Paint	5.91	6.44	6.67	.49	.54	.56
	56.11	61.15	63.40	4.67	5.10	5.29
TOTAL	125.99	137.32	142.38	10.49	11.45	11.88

Expenses for a Unit Owner: Service and Maintenance Initial Fee according to Contract  
Established by Percentage of Ownership:

		Annual	Monthly
Two bedroom (2BQ)	1.6404%	1,200	100.00
Two bedroom (2BSU)	1.7881%	1,308	109.00
Two bedroom (2B2BC7)	1.8537%	1,356	113.00
Two bedroom (2B2BC6)	1.8537%	1,356	113.00

\*NOTE: The Service and Maintenance contract includes Items 2,3,6,7,8 and 9 above.

Reserve items listed under Number 12 are an estimate of what reserves would be if they were included in the budget. However, as long as the Developer retains the majority vote, in accordance with FS 718, he may by a vote of the majority of members present at a duly called meeting of the association, vote to waive in whole or in part, the statutory reserve requirements. Minutes of said meeting would be duly recorded.

A Developer owning condominium units offered for sale shall be excused from the payment of the share of the common expenses and assessments related thereto for a period subsequent to the recording of the Declaration of Condominium and terminating not later than the first day of the fourth calendar month following the month in which such declaration is recorded, or for a period terminating with the first day of the month of the third succeeding calendar month after the closing of the purchase and sale of any condominium unit within the condominium to an owner who is not the Developer, the nominee of the Developer, or a substitute or alternative Developer, whichever shall be the later date.

CERTIFICATE OF IDENTICAL DOCUMENTS

STATE OF FLORIDA

COUNTY OF PINELLAS

RE: Terrace Park of Five Towns Association No. 29,  
Tiffany Building

Herm Geller Enterprises, Inc., Developer

I, Herman Geller, President of Herm Geller Enterprises, Inc., do hereby certify, for use as evidence before the Division of Florida Land Sales and Condominiums or any Court of Law, that except for the items listed below, which are attached to this Certificate, all disclosure items required by F.S. 718.503 are identical with said items for another condominium in this development known as Terrace Park of Five Towns Association no. 28, Radcliff Building, located at 8198 Terrace Garden Drive North, St. Petersburg, Florida 33709, which has been filed with the Division of Florida Land Sales and Condominiums under Division Identification No. 1M08539BB.

Dated this 3rd day of October 1984.



Herman Geller  
President

## TIFFANY BUILDING

ESTIMATED OPERATING BUDGET

<u>EXPENSES FOR THE ASSOCIATION:</u>	<u>ANNUAL</u>	<u>MONTHLY</u>
1. Administration	\$ 2,885.00	\$ 240.42
2. Management Fee	*	*
3. Maintenance Grounds Bldg including public areas	*	*
4. Rent for Recreation Facilities	N/A	N/A
5. Taxes on Association Property	1,445.00	120.41
6. Insurance	*	*
7. Security	*	*
8. Other Expenses: Electricity (public areas) Water and sewer Trash disposal Gas	*	*
9. Miscellaneous expense	*	*
10. Operating Capital	215.00	17.92
11. Land Sales Division Fee	27.50	2.29
12. Reserves** Roof Parking area Paint	1,575.00 1,500.00 500.00	131.25 125.00 41.67
<b>TOTAL</b>	<b>\$ 8,147.50</b>	<b>\$ 678.96</b>

If the foregoing budget was adopted by the Association, after the take-over from the Developer, it would result in the following assessments against each unit:

Two Bedroom (2BT)	1.720	140.12	11.69
Two Bedroom (2BSL)	1.815	147.88	12.32
Two Bedroom (2BC6)	1.880	153.17	12.77

EXPENSES FOR A UNIT OWNER: Service and Maintenance Initial Fee according to Contract established by Percentage of Ownership, and payable to H. Geller Management Corporation is as follows:

Two Bedroom (2BT)	1.720	1,284.00	107.00
Two Bedroom (2BSL)	1.815	1,356.00	113.00
Two Bedroom (2BC6)	1.880	1,404.00	117.00

\*NOTE: The Service and Maintenance Contract includes items 2,3,6,7, 8 and 9 above.

\*\*Reserve items listed under NO. 12 are an estimate of what reserves would be if they were included in the budget. However, as long as the Developer retains the majority vote, in accordance with FS 718, he may by a vote of the majority of members present at a duly called meeting of the Association, vote to waive in whole or in part, the statutory reserve requirements. Minutes of said meeting would be duly recorded.

The Developer owning condominium units shall pay his prorata share of common expenses that may be imposed upon the owners.

During the time that the Developer is in control he will not be assessing units.

PRIM011631  
IM08539 DD  
No. 30

CERTIFICATE OF IDENTIFICATION

STATE OF FLORIDA

COUNTY OF PINELLAS

RE: Terrace Park of Five Towns Association No. 30  
Syracuse Building

I, Herman Geller, President of Herman Geller Enterprises, Inc., do hereby certify, for use as evidence before the Division of Florida Land Sales and Condominiums or any Court of Law, that except for the items listed below, which are attached to this Certificate, all disclosure items required by F.S. 718.502 are identical with said items for another condominium in this Development known as Terrace Park of Five Towns Association No. 30, University Building, located at 5920 80th Street North, St. Petersburg, Florida 33709, which has been filed with the Division of Florida Land Sales and Condominiums under Division Identification No. IM08539EE.

Dated this 26th day of September 1986.



Herman Geller  
President  
Herman Geller Enterprises, Inc.



SYRACUSE BUILDING  
ESTIMATED OPERATING BUDGET

EXPENSES FOR THE ASSOCIATION:	ANNUAL	MONTHLY
1. Administration	2,550.00	212.50
2. Management Fee	.	.
3. Maintenance Grounds Building including public areas	.	.
4. Rent for Recreation Facilities	N/A	N/A
5. Taxes on Association Property	1,425.00	118.75
6. Insurance	.	.
7. Security	.	.
8. Other Expenses: Electricity (public areas) Water and sewer Trash disposal Gas	.	.
9. Miscellaneous Expense	.	.
10. Operating Capital	250.00	20.83
11. Land Sales Division Fee	27.50	2.29
12. Reserves**		
	<u>Est Life</u>	<u>Est Remaining Useful Life</u>
Roof	12	
Parking area	10	
Painting of bldg	12	
Hot water boiler	5	
Insulation of lines	5	
		<u>Est Replacement Cost</u>
		35,000
		20,000
		35,000
		4,200
		4,000
		<u>98,200</u>

If the foregoing budget was adopted by the Association, after the takeover from the Developer, it would result in the following assessments against each unit: Example:

	% of Ownership	Annual	Monthly
Two bedroom (2B1)	1.7371	238.44	19.87
Two bedroom (2B2BSL)	1.8375	252.21	21.02
Two bedroom (2B2BC7)	1.8949	260.09	30.01
Two bedroom (2B2BC6)	1.8949	260.09	30.01

**EXPENSES FOR A UNIT OWNER:** Service and Maintenance Initial Fee according to contract established by Percentage of Ownership, and payable to H. Geller Management Corporation as follows:

Two bedroom (2B1)	1.7371	238.44	19.87
Two bedroom (2B2BSL)	1.8375	252.21	21.02
Two bedroom (2B2BC7)	1.8949	260.09	30.01
Two bedroom (2B2BC6)	1.8949	260.09	30.01

\*NOTE: The Service and Maintenance Contract includes items 2, 3, 6, 7, 8 and 9 above.

\*\*Reserve: Items listed under item 12, above, which are estimated to be replaced if they were included in the budget. The Association shall have the authority to set aside funds for these items at a duly called meeting of the Association, which would be in whole or in part, the statutory reserve requirements. Minutes of such a meeting would be duly recorded.

The Developer owning condominium units shall pay his prorated share of common expenses that may be imposed upon the owner.

PRIM011632/

1M08539EE

No. 31

CERTIFICATE OF IDENTICAL DOCUMENTS

STATE OF FLORIDA

COUNTY OF PINELLAS

RE: Terrace Park of Five Towns Association NO. 31  
University Building

I, Herman Geller, President of Herm Geller Enterprises, Inc., do hereby certify, for use as evidence before the Division of Florida Land Sales and Condominiums or any Court of Law, that except for the items listed below, which are attached to this Certificate, all disclosure items required by F.S. 718.502 are identical with said items for another condominium in this development known as Terrace Park of Five Towns Association NO. 29, Tiffany Building, located at 8174 Terrace Garden Drive North, St. Petersburg, Florida 33709, which has been filed with the Division of Florida Land Sales and Condominiums under Division Identification NO. 1M08539CC.

Dated this 22nd day of January 1986.



Herman Geller  
President  
Herm Geller Enterprises, Inc.



UNIVERSITY BUILDING  
ESTIMATED OPERATING BUDGET

EXPENSES FOR THE ASSOCIATION:	ANNUAL	MONTHLY
1. Administration	2,550.00	212.50
2. Management Fee	*	*
3. Maintenance Grounds Building including public areas	*	*
4. Rent for Recreation Facilities	N/A	N/A
5. Taxes on Association Property	1,425.00	118.75
6. Insurance	*	*
7. Security	*	*
8. Other Expenses: Electricity (public areas) Water and sewer Trash disposal Gas	*	*
9. Miscellaneous expense	*	*
10. Operating Capital	200.00	16.67
11. Land Sales Division Fee	24.00	2.00
12. Reserves** Roof Parking area Paint	1,550.00 1,500.00 500.00	129.66 125.00 41.67
TOTAL	7,745.00	645.75

If the foregoing budget was adopted by the Association, after the take-over from the Developer, it would result in the following assessments against each unit:

	% of Ownership	Annual	Monthly
Two bedroom (2B2B)	2.0599	159.60	13.30
Two Bedroom (2B2BCU8)	2.1302	165.12	13.76
Two Bedroom (2B2BCU6)	2.1302	165.12	13.76

EXPENSES FOR A UNIT OWNER: Service and Maintenance Initial Fee according to contract established by Percentage of Ownership, and payable to H. Geller Management Corporation is as follows:

Two Bedroom (2B2B)	2.0599	1,404.00	117.00
Two Bedroom (2B2BCU8)	2.1302	1,452.00	121.00
Two Bedroom (2B2BCU6)	2.1302	1,452.00	121.00

\*NOTE: The Service and Maintenance Contract includes items 2,3,6,7, 8 and 9 above.

\*\*Reserve items listed under No. 12 are an estimate of what reserves would be if they were included in the budget. However, as long as the Developer retains the majority vote, in accordance with FS 718, he may by a vote of the majority of members present at a duly called meeting of the Association, vote to waive in whole or in part, the statutory reserve requirements. Minutes of said meeting would be duly recorded.

The Developer owning condominium units shall pay his prorata share of common expenses that may be imposed upon the owners.

During the time that the Developer is in control he will not be assessing units.

# Budget Amendment



**HERM GELLER  
ENTERPRISES, INC.**

Developers, International Marketing and Sales

April 7, 1986

Ms. Caroline S. Cunha  
Real Estate Development Specialist  
DEPARTMENT OF BUSINESS REGULATION  
The John Building  
725 South Bronough Street  
Tallahassee, Florida 32301-1927

Dear Ms. Cunha:

RE: Terrace Park of Five Towns  
No. 31, University Bldg.  
1M08539EE

Regarding your Notice of Deficiency for Content letter dated February 26, 1986 the following changes have been made:

1. Section 3 of the Prospectus, reference to the developer leasing units has been deleted. The developer has no plans for leasing units.
2. Complete text of Section 718.503(s)(a)F.S. has been added to the purchase agreement and the Receipt for Condominium Documents.
3. Revised wording concerning the developers default is attached.
4. Estimated Operating Budget has been revised to include estimated life, estimated remaining useful life and estimated replacement cost of reserve items.
5. Legible plot plan is enclosed. (proposed)
6. Reference to the Developer assessing units, in the Estimated Operating Budget, has been deleted.

If you have any questions please contact me.

Sincerely,

HERM GELLER ENTERPRISES, INC.

*Helene Szabries*  
Helene Szabries

8141 54th Ave N St Petersburg Fla 33709 Phone (813) 546-2485

# UNIVERSITY BUILDING

## ESTIMATED OPERATING BUDGET

EXPENSES FOR THE ASSOCIATION:		ANNUAL	MONTHLY
1. Administration		2,550.00	212.50
2. Management Fee		*	*
3. Maintenance		*	*
Grounds			
Building including public areas			
4. Rent for Recreation Facilities		N/A	N/A
5. Taxes on Association Property		1,425.00	118.75
6. Insurance		*	*
7. Security		*	*
8. Other Expenses:		*	*
Electricity (public areas)			
Water and sewer			
Trash disposal			
Gas			
9. Miscellaneous expense		*	*
10. Operating Capital		200.00	16.67
11. Land Sales Division Fee		24.00	2.00
12. Reserves **			
	Est. Life	Est. Remaining Useful Life	Est. Replacement Cost
Roof	12	12	31,000.00
Parking Area	10	10	19,000.00
Painting of Bldg	12	12	28,000.00
Hot water boiler	5	5	4,000.00
Insulation of lines	5	5	3,000.00
			85,000.00

If the foregoing budget was adopted by the Association, after the takeover from the Developer, it would result in the following assessments against each unit: Example

	% of Ownership	Annual	Monthly
Two Bedroom (2B2B)	2.0599	342.26	28.52
Two Bedroom (2B2BCU8)	2.1302	353.93	29.47
Two Bedroom (2B2BCU6)	2.1302	353.93	29.47

**EXPENSES FOR A UNIT OWNER:** Service and Maintenance Initial Fee according to contract established by Percentage of Ownership, and payable to H. Geller Management Corporation is as follows:

Two Bedroom (2B2B)	2.0599	1,404.00	117.00
Two Bedroom (2B2BCU8)	2.1302	1,452.00	121.00
Two Bedroom (2B2BCU6)	2.1302	1,452.00	121.00

\*NOTE: The Service and Maintenance Contract includes items 2,3,6,7,8 and none above.

\*\*Reserve items listed under No 12 are an estimate of what reserves would be if they were included in the budget. However, as long as the Developer retains the majority vote, in accordance with FS 718, he may by a vote of the majority of members present at a duly called meeting of the Association, vote to waive in whole or in part, the statutory reserve requirements. Minutes of said meeting would be duly recorded.

The Developer owning condominium units shall pay his prorata share of common expenses that may be imposed upon the owners.

EFFECTS OF ELECTRIC RATE INCREASES  
IF IMPLEMENTED IN 1989 OR 1990

PORTION	%	INCREASE	INCREASED COST PER MONTH	AVERAGE PER UNIT	MAINTENANCE FEE INCREASE	AVERAGE FEE INCREASE PER UNIT	NET CHANGE TO GELLER MANAGEMENT PER MONTH	PER YEAR
79.42	(5.00)	\$ 6,198.97	\$ 516.58	\$.30	\$567.00	\$.33	+ \$ 50.42	+ \$ 605.04
	(5 1/2)	6,818.87	568.24	.33	567.00	.33	- 1.24	- 14.88
	(7 1/2)	9,298.46	774.87	.46	625.00	.37	- 149.87	- 1,798.44
	(9 3/4)	12,087.99	1,007.33	.59	682.10	.40	- 325.23	- 3,902.76
78.64	(5.00)	\$ 6,258.93	\$ 521.58	\$.31	\$567.00	\$.33	+ \$ 45.42	+ 545.04
	(5 1/2)	6,884.83	573.74	.34	567.00	.33	- 6.74	- 80.88
	(7 1/2)	8,768.76	730.73	.43	625.00	.37	- 105.73	- 1,268.76
	(9 3/4)	12,204.92	1,017.08	.60	682.10	.40	- 334.98	- 4,019.76

ease under 5% cannot be passed on to the Jefferson Building. Also any increase between 5% increments cannot be passed along.

figures are total project electric costs for 1989 and 1990.

nit figures spread monthly increase in electric costs across all 1700 units of the project.

ee increase figures are total amount of maintenance fee increases permitted by all contracts.

ncrease per unit spreads total increases by 1700 units.

lding maintenance fee average increase per unit for each 5% electric increase is \$.31.

EFFECTS OF GAS RATE INCREASES  
IF IMPLEMENTED IN 1987 - 1990

CREASE	INCREASED COST PER MONTH	AVERAGE PER UNIT	MAINTENANCE FEE INCREASE	AVERAGE FEE INCREASE PER UNIT	NET CHANGE TO GELLER MANAGEMENT PER MONTH	AVERAGE LOSS PER UNIT	LOSS FOR YEAR
13.76	\$966.98	\$.57	\$697.20	\$.41	- \$269.78	- \$.16	- \$3,237.36
5.74	948.65	.58	697.20	.41	- 287.45	- .17	- 3,449.40
6.06	894.67	.53	697.20	.41	- 197.47	- .12	- 2,369.64
1.50	900.96	.53	697.20	.41	- 203.76	- .12	- 2,445.12

when the project was almost 100% sold out.

total project gas costs.

are total amount of maintenance fee increases permitted by all contracts.

ures spreads total increases by 1700 units.

er unit for each 5% gas rate increase .35 (.20 below what a 4-year average would actually cost

n November 1990 which, based on 1990 consumption, represents a \$9,447.73 annual loss to

be passed on to the Jefferson Building. Also any increase between 5% increments cannot be

S	7766.33	1335	5.82	S	7814.63	1376	5.68
O	7068.76	1339	5.28	O	7551.16	1381	5.47
N	7403.55	1343	5.51	N	7897.42	1392	5.67
D	<u>7467.32</u>	<u>1350</u>	<u>5.53</u>	D	<u>7281.40</u>	<u>1394</u>	<u>5.22</u>
	85047.43	1329 *	5.33*		89187.84	1371*	5.41*

1984				1985			
CONSUMPTION	#	UNITS	COST PER UNIT	CONSUMPTION	#	UNITS	COST PER UNIT
J 7500.62		1398	5.37	J 7180.13		1465	4.90
F 8901.13		1402	6.35	F 7794.80		1466	5.32
M 7222.15		1404	5.14	M 8762.35		1466	5.98
A 7583.90		1410	5.38	A 9255.47		1471	6.29
M 8175.19		1421	5.75	M 9951.43		1483	6.71
J 8490		1439	5.90	J 9439.93		1494	6.32
J 9243.17		1447	6.39	J 9865.04		1497	6.59
A 9060.86		1447	6.26	A 9553.67		1500	6.37
S 8117.14		1449	5.60	S 9032.49		1505	6.00
O 8618.58		1452	5.94	O 9795.10		1509	6.49
N 7740.45		1460	5.30	N 9564.34		1513	6.32
D <u>9939.95</u>		<u>1461</u>	<u>6.80</u>	D <u>11107.54</u>		<u>1522</u>	<u>7.30</u>
100593.74		1432*	5.85*	111302.29		1490*	6.21*

1986				1987			
CONSUMPTION	#	UNITS	COST PER UNIT	CONSUMPTION	#	UNITS	COST PER UNIT
J 8484.15		1529	5.55	J 8554.61		1592	5.37
F 8997.69		1533	5.87	F 8631.95		1594	5.42
M 10151.70		1534	6.62	M 9137.11		1597	5.72
A 10674.75		1538	6.94	A 9034.41		1604	5.63
M 10380.86		1540	6.74	M 9703.37		1614	6.01
J 11266.63		1544	7.30	J 10931.50		1615	6.77
J 12570.19		1544	8.09	J 9599.72		1622	5.92
A 11804.03		1569	7.52	A 10255.50		1626	6.31
S 10577.36		1575	6.72	S 11154.02		1632	6.84
O 10433.82		1579	6.61	O 10149.51		1645	6.17
N 10274.80		1582	6.49	N 10343.32		1658	6.24
D <u>11486.52</u>		<u>1585</u>	<u>7.25</u>	D <u>10413.60</u>		<u>1664</u>	<u>6.26</u>
127102.50		1555*	6.81*	117908.62		1621*	6.05*

1988			
CONSUMPTION	#	UNITS	COST PER UNIT
J 8665.34		1664	5.21
F 8160.26		1668	4.89
M 9814.73		1672	5.87
A 9198.81		1675	5.49
M 10148.05		1678	6.05
J 9469.53		1687	5.61
J 9255.46		1688	5.48
A 10688.18		1694	6.31
S 9548.36		1694	5.64
O 8988.96		1695	5.30
N 8707.14		1698	5.13
D <u>12030.58</u>		<u>1700</u>	<u>7.07</u>
114675.40		1684*	5.68*

1989 124,333.38 ÷ 12 ÷ 1700 units = 6.10  
1990 125,178.64 ÷ 12 ÷ 1700 units = 6.14

Average for year

\*HGM's cost per unit for 1983 through April was \$4.93 per unit compared to \$6.14 per unit for 1990. A 24.54% increase; yet no electric increase has been passed along since 4/1/83.



	<u>1988</u>	<u>1989</u>	<u>1990</u>
January		\$ 83.88	\$ 75.83
February		84.32	85.55
March		82.36	85.38
April		86.36	86.83
May		73.10	86.30
June		74.33	83.91
July		81.54	87.53
August		86.04	84.50
September		77.85	85.10
October	\$ 72.77	83.51	91.90
November	92.42	99.12	91.63
December	<u>134.82</u>	<u>139.44</u>	<u>146.56</u>
Total	\$300.01	\$1,051.85	\$1,091.02

January		\$ 3,797.28	\$ 3,969.13
February		3,910.01	3,873.53
March		4,044.74	4,055.25
April		4,662.57	3,061.89
May		4,433.14	4,414.76
June		4,788.56	4,594.61
July		4,663.69	4,539.09
August		4,880.98	4,426.71
September		4,523.42	4,517.74
October	\$ 3,632.78	4,851.90	4,402.11
November	2,739.03	4,004.29	3,940.72
December	<u>5,327.02</u>	<u>3,837.25</u>	<u>4,060.60</u>
Total	\$11,698.83	\$52,397.83	\$49,856.14

**Note:** The electric costs reflected above include all meters located throughout the project other than house meters located in individual buildings.

1984			COST PER	
	CONSUMPTION	# UNITS	UNIT	
J	7500.62	1398	5.37	
F	8901.13	1402	6.35	
M	7222.15	1404	5.14	
A	7583.90	1410	5.38	
M	8175.19	1421	5.75	
J	8490	1439	5.90	
J	9243.17 ✓	1447	6.39	
A	9060.86	1447	6.26	
S	8117.14	1449	5.60	
O	8618.58	1452	5.94	
N	7740.45	1460	5.30	
D	9939.95	1461	6.80	
	100593.74	1432*	5.85*	

1985			COST PER	
	CONSUMPTION	# UNITS	UNIT	
J	7180.13	1465	4.90	
F	7794.80	1466	5.32	
M	8762.35	1466	5.98	
A	9255.47	1471	6.29	
M	9951.43	1483	6.71	
J	9439.93	1494	6.32	
J	9865.04 ✓	1497	6.59	
A	9553.67	1500	6.37	
S	9032.49	1505	6.00	
O	9795.10	1509	6.49	
N	9564.34	1513	6.32	
D	11107.54	1522	7.30	
	111302.29	1490*	6.21*	

1986			COST PER	
	CONSUMPTION	# UNITS	UNIT	
J	8484.15 ✓	1529	5.55	
F	8997.69 ✓	1533	5.87	
M	10151.70	1534	6.62	
A	10674.75	1538	6.94	
M	10380.86	1540	6.74	
J	11266.63	1544	7.30	
J	12570.19	1544	8.09	
A	11804.03	1569	7.52	
S	10577.36	1575	6.72	
O	10433.82	1579	6.61	
N	10274.80	1582	6.49	
D	11486.52	1585	7.25	
	127102.50	1555*	6.81*	

1987			COST PER	
	CONSUMPTION	# UNITS	UNIT	
J	8554.61	1592	5.37	
F	8631.95	1594	5.42	
M	9137.11	1597	5.72	
A	9034.41	1604	5.63	
M	9703.37	1614	6.01	
J	10931.50 ✓	1615	6.77	
J	9599.72	1622	5.92	
A	10255.50	1626	6.31	
S	11154.02	1632	6.84	
O	10149.51	1645	6.17	
N	10343.32	1658	6.24	
D	10413.60	1664	6.26	
	117908.62	1621*	6.05*	

1988			COST PER	
	CONSUMPTION	# UNITS	UNIT	
J	8665.34 ✓	1664	5.21	
F	8160.26	1668	4.89	
M	9814.73	1672	5.87	
A	9198.81	1675	5.49	
M	10148.05	1678	6.05	
J	9469.53	1687	5.61	
J	9255.46	1688	5.48	
A	10688.18	1694	6.31	
S	9548.36	1694	5.64	
O	8988.96	1695	5.30	
N	8707.14	1698	5.13	
D	12030.58	1700	7.07	
	114675.40	1684*	5.68*	

1989 124,333.38 ÷ 12 ÷ 1700 units = 6.10  
 1990 125,178.64 ÷ 12 ÷ 1700 units = 6.14

\* Average for year

\*\*HGM's cost per unit for 1983 through April was \$4.93 per unit compared to \$6.14 per unit for 1990. A 24.54% increase; yet no electric increase has been passed along since 4/1/83.

79,676

FLORIDA PUBLIC SERVICE COMMISSION  
 DOCKET  
 NO. 910056-PM EXHIBIT NO. 7  
 COMPANY/  
 WITNESS: FALK vs Heller  
 DATE: 4-19-91

## ELECTRIC HISTORY

<u>1983</u>	<u>1984</u>	<u>1985</u>	<u>1986</u>	<u>1987</u>	<u>1988</u>	<u>1989</u>	<u>1990</u>
7236.52	7500.62	7180.13	8484.15	8554.61	8665.34	9110.80	10149.04
6133.54	8901.13	7794.80	8997.69	8631.95	8160.26	9685.32	9533.51
6731.06	7222.15	8762.35	10151.70	9137.11	9814.73	9821.34	9851.58
6747.62	7583.90	9255.47	10674.75	9034.41	9198.81	10458.82	8971.68
7322.40	8175.19	9951.43	10380.86	9703.37	10148.05	10033.45	10676.16
7766.18	8490.60	9439.93	11266.63	10931.50	9469.53	10599.91	10838.51
8472.68	9243.17	9865.04	12570.19	9599.72	9255.46	10758.21	11141.66
8233.23	9060.86	9553.67	11804.03	10255.50	10688.18	11719.15	10613.46
7814.63	8117.14	9032.49	10577.36	11154.02	9548.36	10599.66	10640.93
7551.16	8618.58	9795.10	10433.82	10149.51	8988.96	11045.97	10882.85
7897.42	7740.45	9564.34	10274.80	10343.32	8707.14	9847.48	10116.48
<u>7281.40</u>	<u>9939.95</u>	<u>11107.54</u>	<u>11486.52</u>	<u>10413.60</u>	<u>12030.58</u>	<u>10653.27</u>	<u>11762.78</u>
89187.84	100593.74	111302.29	127102.50	117908.62	114675.40	124333.38	125178.64

107. CONTRACT REVENUES

GAS INCREASE

16.23% - 1/1/91

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1.50/144.00  
1.05/ 46.20  
1.60/ 44.80  
1.50/144.00  
1.50/144.00  
1.05/ 33.60  
1.50/112.50  
1.13/ 36.00  
1.50/112.50  
1.13/ 36.00  
1.13/ 36.00  
1.50/112.50  
1.50/112.50  
1.05/ 63.00  
.40/ 25.60  
1.06/ 51.00  
1.07/ 60.00  
1.05/ 37.80  
1.05/ 37.80  
1.07/ 60.00  
1.07/ 60.00  
1.07/ 60.00  
1.36/ 60.00  
1.60/ 70.40  
1.60/ 89.60  
.80/ 43.20  
1.05/ 44.10  
1.05/ 44.10  
1.60/ 86.40  
.80/ 43.20  
1.60/ 76.80  
1.60/ 9.60

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2137.20

x 12 mos.

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25,646.40

.2 = 787.31

## ELECTRIC 1988

BUILDING	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
AMHURST										349.95	389.78	364.08
BERKSHIRE										370.68	388.14	380.14
CORNELL										323.88	329.94	382.23
DARTMOUTH										198.09	232.63	253.94
EMORY										311.75	357.59	376.82
FORDHAM										110.90	134.86	114.53
GEORGETOWN										218.21	228.40	270.99
IVY										199.54	215.72	239.79
ARLINGTON										47.56	52.41	83.69
ASTOR										29.37	35.31	42.65
BELMONT										42.89	38.04	52.14
CAMBRIDGE										23.18		25.67
CONCORD										131.35	134.61	159.14
DORCHESTER										105.51	116.66	118.46
EXETER										92.97	103.39	116.98
FAIRVIEW										82.60	92.42	113.54
HARVARD										144.12	161.17	189.21
JEFFERSON										72.77	92.42	134.82
KENILWORTH										149.16	194.99	222.32
LV EAST										106.78	120.55	159.86
LV WEST										116.60	145.35	144.91
LEXINGTON										145.16	161.29	194.95
MADISON										97.99	126.79	153.10
NEWPORT										193.72	215.55	244.65
OXFORD										117.76	136.67	189.35
PRINCETON										191.72	216.82	276.03
QUINCY										210.27	237.56	238.93
RADCLIFF										250.04	269.62	285.51
SV EAST										120.73	140.13	192.91
SV WEST										113.34	143.34	202.14
SYRACUSE										221.80	221.13	219.43
TIFFANY										227.73	245.19	284.33
UNIVERSITY										239.06	231.92	238.99
GEORGETOWN #110											46.84	28.26
SUB TOTAL										5,357.18	5,597.23	6,694.49
REC CENT										1,194.55		2,559.87
REC CENT										358.23	300.97	238.01
GAZEBO										158.86	149.47	155.88
POOL										136.40	135.89	176.04
POOL										102.27	112.11	115.92
ST LITES										1,571.65	1,571.65	1,605.94
ST LITES											42.27	30.23
ST LITES											314.27	299.06
ST LITES											7.00	10.22
ST LITES											17.77	24.73
ST LITES										31.14	5.50	30.02
PUMP										7.16	7.30	7.45
										72.52	74.83	73.65
SUB TOTAL										3,632.78	2,739.03	5,327.02
TOTAL										8,989.96	8,696.26	12,021.51



## ELECTRIC 1989

BUILDING	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
AMHURST	357.98	340.82	382.90	407.76	359.17	412.72	454.97	472.60	439.25	402.49	356.25	328.38
BERKSHIRE	361.87	349.68	394.50	416.03	421.01	420.45	475.54	516.69	415.53	385.90	398.35	409.02
CORNELL	352.21	352.02	354.93	377.14	371.49	332.17	377.30	417.55	372.38	369.95	327.92	391.35
DARTMOUTH	208.84	238.38	231.25	219.60	211.87	195.00	201.33	287.29	239.32	239.38	232.22	234.24
EMORY	313.69	365.19	349.22	339.28	322.72	318.86	323.88	399.71	333.12	352.09	344.39	365.74
FORDHAM	115.19	120.30	129.60	131.02	147.51	157.15	161.03	206.69	166.39	151.43	132.06	107.56
GEORGETOWN	207.61	230.81	231.87	222.79	197.58	183.52	186.96	245.42	199.73	229.97	235.29	263.16
IVY	191.06	219.56	204.74	206.66	180.45	181.87	195.39	248.10	195.11	221.46	221.65	242.14
ARLINGTON	48.19	53.12	52.54	52.00	48.57	52.06	57.44	57.31	54.06	52.61	51.49	83.84
ASTOR	28.99	31.21	28.92	27.45	26.41	29.36	27.72	28.83	28.76	31.00	29.16	37.06
BELMONT	55.18	55.52	64.08	53.16	44.75	20.34	14.84	38.23	37.47	40.89	54.78	120.60
CAMBRIDGE	24.20	23.77	24.94	22.92	22.11	22.98	20.73	23.08	29.61	18.88	21.65	26.26
CONCORD	113.48	113.90	95.98	98.99	133.59	151.62	175.53	173.18	156.57	131.74	111.58	135.29
DORCHESTER	100.73	117.16	119.97	127.39	126.17	158.92	194.93	176.05	159.40	119.94	113.49	120.20
EXETER	85.72	97.67	93.11	89.60	80.95	80.77	105.25	96.37	90.49	95.97	99.12	114.87
FAIRVIEW	82.22	97.10	88.00	83.46	74.21	74.94	84.93	88.59	80.42	85.10	89.64	110.06
HARVARD	137.65	162.02	149.48	153.65	149.91	153.89	158.68	189.84	154.72	168.90	173.55	185.69
JEFFERSON	83.88	84.32	82.36	86.36	73.10	74.33	81.54	86.04	77.85	83.51	99.12	139.44
KENILWORTH	171.38	162.52	163.16	174.20	144.39	132.91	176.90	182.78	166.52	167.70	184.31	225.81
LV EAST	98.58	120.25	108.06	103.89	91.75	97.02	107.59	107.66	102.41	111.90	114.08	145.70
LV WEST	137.04	121.53	129.23	157.27	161.68	169.35	220.61	250.13	218.96	156.18	124.36	132.13
LEXINGTON	143.45	154.45	153.71	150.20	141.62	154.26	145.55	158.94	151.56	169.41	149.53	196.62
MADISON	116.42	111.87	115.49	120.09	101.81	104.56	116.48	123.41	116.64	125.01	127.20	155.45
NEWPORT	189.21	217.95	214.21	203.23	203.64	205.24	183.50	206.75	195.95	282.86	274.29	290.17
OXFORD	120.49	134.15	127.51	123.04	107.94	116.96	102.44	117.92	123.05	137.80	129.68	194.71
PRINCETON	190.20	216.78	205.12	194.08	183.58	200.71	181.02	199.83	194.98	215.14	190.83	244.78
QUINCY	204.60	230.26	237.14	191.87	219.48	217.26	196.89	215.70	216.32	248.34	221.07	261.38
RADCLIFF	223.79	259.54	261.44	269.05	269.10	293.41	271.94	300.16	279.83	289.52	249.39	314.55
SV EAST	128.61	162.52	144.26	136.04	120.76	141.08	168.68	177.82	167.78	155.38	164.21	196.68
SV WEST	145.96	138.51	138.19	145.00	127.88	127.51	142.74	150.64	134.56	139.51	150.77	190.36
SYRACUSE	194.32	219.18	228.44	243.77	249.72	272.60	243.20	266.52	255.32	266.39	221.46	317.44
TIFFANY	175.80	220.10	220.58	236.04	241.56	278.00	269.79	317.99	261.38	275.60	221.07	266.12
UNIVERSITY	204.98	242.45	232.41	233.22	243.83	279.53	269.20	310.35	260.80	272.12	229.23	269.22
SUB TOTAL	5313.52	5769.96	5757.34	5796.25	5600.31	5811.35	6094.52	6838.17	6075.24	6194.07	5843.08	6816.02
REC CENT	1149.68	1164.45	1242.04	1580.69	1562.27	1687.43	1639.51	1804.12	1455.89	1807.69	1246.40	957.84
REC CENT	215.70	257.97	228.55	393.60	323.73	496.59	444.88	428.05	417.22	366.95	260.73	287.75
GAZEBO	152.91	171.80	177.39	167.51	162.24	157.58	142.61	150.19	157.55	173.71	172.51	182.26
POOL	137.57	144.04	170.55	173.60	132.15	147.38	116.15	136.09	135.73	166.53	135.31	180.28
POOL	98.31	121.91	116.37	106.29	88.27	99.99	94.06	100.70	102.63	122.88	111.01	125.25
ST LITES	1605.94	1605.94	1599.69	1599.69	1596.54	1599.69	1612.04	1612.04	1639.99	1639.99	1639.99	1639.99
ST LITES	30.10	37.13	33.20	32.56	28.32	40.81	52.10	66.50	54.58	74.34	56.06	56.82
ST LITES	235.66	226.86	291.95	426.17	405.87	432.23	450.91	457.20	411.50	341.59	224.21	231.33
ST LITES	7.70	8.81	8.44	8.32	7.64	6.84	5.90	5.70	5.51	5.44	5.64	5.70
ST LITES	16.71	14.89	26.77	36.38	14.27	5.63	7.36	14.56	15.62	33.35	25.95	27.77
ST LITES	40.32	43.72	28.33	33.80	39.31	17.15	5.63	5.63	21.48	28.34	39.44	51.17
ST LITES	7.32	7.45	7.38	7.38	1.68	5.76	7.30	7.49	7.38	7.59	7.31	7.59
PUMP	68.95	73.65	82.82	78.14	62.93	81.64	74.11	81.58	77.22	83.50	79.73	83.50
GEO 110	30.41	31.39	31.26	18.44	9.60	9.84	11.13	11.13	21.12	-----	-----	-----
SUB TOTAL	3797.28	3910.01	4044.74	4662.57	4433.14	4788.56	4663.69	4880.98	4523.42	4851.90	4004.29	3837.25
TOTAL	9110.86	9685.32	9802.08	10458.82	10033.45	10599.91	10758.21	11,719.15	10599.66	11045.97	9847.48	10653.27

## ELECTRIC 1990

BUILDING	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
AMHURST	415.53	372.85	357.59	346.41	434.33	412.22	460.28	423.50	428.62	410.62	348.27	397.75
BERKSHIRE	407.24	384.71	378.85	445.53	489.81	494.67	519.00	484.59	459.21	454.40	399.84	461.23
CORNELL	349.59	327.86	357.53	354.25	409.54	368.06	433.05	292.39	361.86	401.97	389.91	455.46
DARTMOUTH	239.83	220.67	221.13	224.15	239.36	234.59	240.46	212.90	223.21	243.39	240.27	295.10
EMORY	365.74	327.19	292.68	305.67	349.93	367.13	387.31	333.93	347.66	377.05	366.85	457.01
FORDHAM	119.48	109.53	121.72	121.92	163.55	174.41	179.68	152.65	155.25	156.32	117.28	130.24
GEORGETOWN	235.69	214.93	208.80	207.95	217.33	199.78	225.29	200.12	211.34	227.47	223.07	296.65
IVY	237.99	210.92	203.75	196.01	208.68	200.90	217.11	197.01	211.55	228.07	230.14	287.35
ARLINGTON	56.89	54.10	53.25	52.66	57.71	52.19	55.23	52.13	53.38	57.24	55.04	106.19
JASTOR	29.55	25.41	27.67	28.39	23.38	24.51	24.72	24.91	30.46	33.19	34.72	44.04
BELMONT	70.53	46.42	89.05	54.36	62.24	72.05	33.42	70.40	65.44	80.49	48.86	102.70
CAMBRIDGE	25.21	22.24	24.01	24.65	22.03	22.88	23.33	23.14	24.12	25.13	26.86	20.34
CONCORD	114.01	106.71	107.94	115.55	158.90	171.89	182.84	211.44	186.76	148.18	99.62	142.59
DORCHESTER	124.95	110.98	109.12	123.42	162.63	150.48	167.09	167.55	140.72	131.87	121.40	136.08
EXETER	109.33	100.18	98.56	90.76	98.63	92.08	99.60	96.83	93.35	102.55	102.81	139.71
FAIRVIEW	89.64	83.31	83.02	81.98	82.11	75.01	84.89	79.55	79.55	88.36	94.42	129.83
HARVARD	174.62	161.71	158.77	159.95	182.45	171.57	171.63	152.39	159.84	171.91	169.44	214.21
JEFFERSON	95.83	85.55	85.38	86.83	86.30	83.91	87.53	84.50	85.10	91.90	91.63	146.56
KENILWORTH	184.31	162.23	153.98	153.98	169.71	156.54	136.97	132.21	140.79	162.38	170.78	232.69
LV EAST	122.50	112.77	168.67	108.73	113.84	96.69	111.91	103.02	104.88	120.34	123.00	173.83
LV WEST	137.93	128.11	121.38	125.51	214.31	193.65	215.54	205.78	210.95	166.98	134.00	142.53
LEXINGTON	168.29	157.95	158.57	163.49	139.87	148.78	150.89	145.73	142.25	158.18	168.04	190.70
MADISON	136.34	122.32	121.78	122.96	126.57	120.81	130.18	115.47	121.40	132.79	136.12	184.18
NEWPORT	221.98	234.96	221.91	232.80	202.51	224.37	189.31	207.96	186.31	202.22	213.55	274.53
OXFORD	147.29	134.43	137.78	135.42	117.06	126.36	135.52	118.24	118.07	131.80	148.86	231.14
PRINCETON	211.58	190.83	202.38	215.36	184.67	193.32	196.29	189.17	197.75	210.35	213.96	262.92
QUINCY	244.78	219.88	230.70	236.60	195.29	216.46	224.76	212.80	227.13	246.33	251.12	273.80
RADCLIFF	278.65	264.01	289.07	298.12	290.97	306.69	318.95	302.74	301.10	314.88	301.89	340.92
SV EAST	187.73	161.78	158.96	159.89	152.80	135.78	160.83	156.60	153.59	166.71	171.04	250.96
SV WEST	154.46	137.99	129.78	136.59	144.21	143.43	150.14	130.90	134.46	144.71	151.12	200.11
SYRACUSE	247.48	234.77	258.58	280.88	263.63	276.04	304.31	273.60	268.25	283.64	268.18	307.92
TIFFANY	227.00	206.84	224.80	253.13	246.67	280.51	301.88	293.57	293.09	307.49	295.49	348.78
UNIVERSITY	247.94	225.74	239.16	255.89	240.48	256.14	282.63	337.93	305.75	291.83	268.18	314.10

SUB TOTAL 6,179.91 5,659.98 5,796.32 5,909.79 6,261.40 6,243.90 6,602.57 6,186.75 6,123.19 6,480.74 6,175.76 7,702.18

REC CENT	1,119.92	1,123.86	1,154.19		1,253.49	1,323.56	1,299.84	1,228.45	1,339.53	1,279.47	1,086.74	1,136.85
REC CENT	293.63	289.20	370.00	423.68	461.16	500.75	472.19	459.50	502.90	441.31	348.27	324.68
GAZEBO	164.27	147.74	113.90	165.33	174.63	151.80	147.59	143.03	145.92	166.91	150.72	168.73
POOL	168.23	138.57	172.34	182.38	127.78	159.68	143.03	146.91	143.44	167.27	166.97	172.07
POOL	129.11	127.41	129.68	136.97	119.57	120.11	115.88	113.07	97.18	113.80	106.66	118.65
ST LITES	1,655.47	1,655.47	1,650.24	1,650.24	1,663.93	1,668.30	1,668.30	1,668.30	1,676.74	1,676.74	1,676.74	1,697.44
ST LITES	53.90	40.24	39.08	47.99	53.25	75.61	94.94	89.00	89.71	76.51	58.69	66.11
ST LITES	222.95	228.36	260.26	279.27	419.68	462.11	460.17	433.02	371.80	330.172	230.92	229.72
ST LITES	6.17	6.24	6.29	5.70	6.29	5.60	5.67	5.73	5.67	5.73	5.60	5.95
ST LITES	23.73	13.93	27.64	25.97	22.24	20.74	19.89	19.39	12.14	18.27	12.27	25.86
ST LITES	37.26	15.92	40.20	46.46	42.86	19.89	20.07	32.65	43.93	31.25	5.65	20.69
ST LITES	7.67	7.38	7.50	7.66	1.56	5.92	7.70	7.12	7.43	7.64	7.56	7.89
PUMP	86.82	75.21	83.93	90.24	69.88	80.54	81.82	80.54	81.35	86.49	83.93	85.96

SUB TOTAL 3,969.13 3,873.53 4,055.25 3,061.89 4,414.76 4,594.61 4,539.09 4,426.71 4,517.74 4,402.11 3,940.72 4,060.60

TOTAL 10,149.04 9,533.51 9,851.58 8,971.68 10,676.16 10,838.51 11,141.66 10,613.46 10,640.93 10,882.85 10,116.48 11,762.78

adj pool(2) 299.34

adj pump 397.26

6,446.2

5,969.12

10,149.04

125,178.64

x 270 = 12,117.72

11,001.32

12,117.72