

Venetia Community Association, Inc.

A Corporation Not-for-Profit
c/o Sunstate Management Group, Inc.
228 Ponce de Leon Ave, Venice, FL 34286
Phone—941-870-4920

Minutes of the Board of Directors Meeting August 28, 2023 at 9:00 a.m.

Call to Order—The Meeting was called to order at 9:00 am by President Cindy Beckley.

Proof of Notice - The meeting was posted in accordance with the By-laws of the Association and Florida Statute 720.

Determination of a quorum—A quorum was established with the following Directors present:, President Cindy Beckley; Vice President Dick Mole, , Treasurer Mary Eve; and Director Alex Sarelas. Present via zoom was Secretary Al Faella, Director Michael Jalbert, and Director Jim Irr. Also present in person was Brian Rivenbark and (via zoom) Lindsey Olson from Sunstate Management Group.

Minutes –MOTION made by Mary Eve and seconded by Dick Mole to approve the minutes of the July 31, 2023 meeting as amended. Motion passed unanimously.

Presidents Report: Cindy Beckley reported. She spoke of hurricane preparedness.

Treasurers Report—As attached to these corporate records, Mary Eve gave the report from the July 31, 2023 financials. **MOTION** made by Dick Mole and seconded by Alex Sarelas to accept the Treasurers report as presented. **Motion passed unanimously.**

Committee Reports—

- **Communications** – No report.
- **Finance Committee** – Jennifer Smouse reported.
- **Infrastructure Committee –MOTION** made by Mary Eve and seconded by Alex Sarelas to approve the proposal to replace the new waterfall pump at Woodmere in the amount of \$6,271.43. Motion passed unanimously.
- **TV/Internet Committee**—Joe Holler reported. Marcy ____ from CCC gave a presentation. **MOTION** made by Alex Sarelas and seconded by Mary Eve to accept the proposal from CCC. Motion failed, with Michael Jalbert voting in favor, and Al Faella, Jim Irr, Alex Sarelas, Mary Eve and Dick Mole voting against. **MOTION** made by Mary Eve and seconded by Dick Mole to table the motion to accept the comcast cable contract. Motion passed unanimously.
- **Welcome Committee – MOTION** made by Mary Eve and seconded by Dick Mole to appoint Margaret Eskey, Sue Luterbach, Tricia Vogel, Linda Burnside, Bob Germain and Wendy Seeley to the committee. Cindy Beckley will be the board liaison. Motion passed unanimously.
- **Amenities** – Mark Link reported in Donna DeLuca's absence.
- **Sarasota County Liaison Committee** – Cindy Beckley read Donna DeLuca's report in her absence.
- **Environmental Committee** – Mary Lou Holler reported.
- **Landscape Committee** – Woodmere Valve Repair – **MOTION** made by Alex Sarelas to ratify the decision of the Board to approve the proposal for \$1,500. Dave Lanni reported. A proposal was presented to remove asphalt, put in sod, and move some stones. The cost for this is \$18,396.50.

MOTION made by Dick Mole and seconded by Alex Sarelas to approve the proposal from Twin Palms to upgrade butterfly park for \$18, 396.50. Motion passed unanimously.

- **Wildlife Committee** – No report.
- **Preserve Committee** – Jan Weis reported.
 - **Tree and Gutter Report** –George Sperry had no report.
 - **Citizens Patrol:** Dick Mole reported. **MOTION** made by Al Faella and seconded by Dick Mole to combine the citizens patrol committee and camera committee to make a Security Committee. Motion passed unanimously.
 - **Social Committee:** Morina Chimelak reported. **MOTION** made by Mary Eve and seconded by Dick Mole to add Wendy Seeley to the committee. Motion passed unanimously.

MOTION made by Dick Mole and seconded by Alex Sarelas to accept all committee reports as submitted.
Motion passed unanimously.

Sub-Association Reports

- **VNA1** – No report.
- **Villa Paradiso** – Jan Weis reported.
- **Villa Vivaci** – No report.
- **CDA** – Mary Eve reported.

Management Report – Brian reported

New Business – None.

Owners Comments – None.

Next meeting – September 18, 2023 at 9:00 am.

MOTION made by Alex Sarelas and seconded by Mary Eve to adjourn the meeting. **Motion passed unanimously.**

Meeting was adjourned at 11:24 am.

Respectfully submitted by,
Lindsey Olson/LCAM for
Brian Rivenbark /LCAM,
for The Venetia Community Association Board of Directors

Amenities Committee Report to VCA Board of Directors Meeting 08/28/23

POOL

All good

FITNESS ROOM

No issues

COURTS:

Bocce court repair (approved in March) will take place week of sept 12
Still waiting on quote from Welch and Stewart to resurface courts

CLUBHOUSE

1. Paver walkway Repair completed – all good
2. Amenities requests that Colonial Roofing return to complete roof repair done in Feb. We have followed up in March and again in June. Sunstate please ask jeff to return to complete backside of clubhouse roof, valley area.
3. Soffitt replacement at portico entrance to be worked on approx. end of Sept.

No other activity to report

Submitted 08/21/23

Donna DeLuca

Citizen Patrol

Still reaching out for volunteers. If you are interested or have questions before volunteering please contact Bill Lillich, Stan Kroll or Norman Hotz.

Cameras

We are meeting to evaluate the needs of the community and upgrading to a newer system. There are many new technologies since the current equipment was installed.

Norm Hotz

Venetia Communications Committee Report

August 2023

The communications committee has nothing to report this month.

Joe Holler

Environmental Report 08/28/ 23

Solitude sent the following information to me, updating what has been done this past month.

Most of the pond sites are in good condition. Most of the smaller sumps have been dry for quite some time. The littoral areas have been dry for approximately 3-4 months, but have been treated periodically for invasive and tall vegetation. Having water in the littoral area will stop the rapid spreading of seeds that has been happening and allow the native aquatic vegetation to start growing and spreading.

Pond 6, the shelf was treated throughout.

Pond 10 has some terrestrial grasses mixed with native vegetation that will die off as water levels increase.

Ponds 11 and 8 are in good condition.

Pond 9 has some minor grasses and algae that has been treated.

Pond 12 the littoral has been treated for Cattails, and emerging willows/Dog fennel.

Wetlands/sump sites 13, 14, and 15 will need some work on his visit.

Rain will be our friend for the sumps and ponds as long as it isn't too much too fast at one time!!

Respectfully submitted,

Mary Lou Holler Co Chair.

The Finance Committee held their monthly meeting at the clubhouse and via Zoom on Thursday, August 10 at 10am.

Present at clubhouse were Jim Chmielak, Roger DeNiscia, Mary Eve (Board, nonvoting) and Cindy Beckley (Board, nonvoting)

Present via Zoom were Patty Lombardo and Chair Jennifer Smouse

The meeting was called to order by Jennifer Smouse at 10 am. The main purpose of this monthly meeting was for the full Finance Committee to review together line by line the first draft of the VCA 2024 budget. Each budget line was reviewed by the Committee and Board members present. Several changes to various budgeted 2024 amounts covering most expense categories were suggested and discussed and some of these suggested changes were made in order to reach what is considered by Committee and Board members present to be an acceptable quarterly dues assessment for 2024 calendar year. Chair Jennifer Smouse kept a master list of all budget line item changes agreed upon by Committee and those changes were sent to Betsy Liniger at Sunstate Accounting after the meeting was concluded so that 2024 initial draft VCA budget model could be updated with the recommendations from the Finance Committee.

During the 2024 VCA budget discussion, the Finance Committee also formally agreed that it would be OK to include in 2024 budget up to \$40,000 as Surplus Rollover, which helps offset some of the increased expenses submitted by various Committee Chairs.

After the 2024 Budget discussion was concluded, the Committee addressed the recent matured CD from Bay 1st Bank that had been switched over to a money market account. All of the Finance Committee voting members recommended to the Board that the Bay 1st MM in the amount of \$221,472.66 should be converted to a 7 month CD at the Bank of OZK at the quoted rate of 4.85%. Mary Eve, Board Treasurer, indicated that she would now relay that cash investment change to Betsy Liniger in Accounting so that those reserve funds can start earning a much higher interest rate.

President Cindy Beckley mentioned to the Committee that the September VCA meeting was moved up to Monday, September 18 and therefore the Finance might consider adjusting their normal 2nd Thurs monthly meeting by 1 week to allow for sufficient time to submit the Committee report with the Finance Committee approved version of the 2024 VCA Budget which will be presented to full Board in the Sept 28 meeting. The Finance Committee members agreed to change their September monthly meeting to Thursday September 7 at 10am in clubhouse and via zoom.

With all Finance related business concluded, the Finance Committee meeting was adjourned just before 1pm.

Respectfully Submitted,
Jennifer Smouse
Chair, Finance Committee

Infrastructure Report 7/26/23 through 8/22/23

8/01 Checked new pedestrian gate at the Woodmere Entrance. It need a piece cut off the bottom for future ground clearance.

8/01 Dumped acid in to the fountain pump at Butter Fly Park to clear the calcium build up in the pipes.

8/08 Cleaned and lubricated the locker room door catch at the clubhouse.

8/08 Rebuilt mail box pole at 4312 Del Santi.

8/09 Removed pat of the bottom of the pedestrian gate at the Woodmere Entrance to provide for better ground clearance.

8/10 Re installed Jacaranda inbound gate arm at 9 AM.

8/10 Re installed Jacaranda inbound gate arm at 11 AM.

8/10 Re installed Jacaranda inbound gate arm at 2:15 PM.

8/10 Reinstalled Jacaranda inbound gate arm at 3:00 PM

8/15 Raised sunken paver blocks at clubhouse.

8/15 Restarted pump number two at the route 41 water falls.

8/17 Re installed Jacaranda inbound gate arm.

8/21 Re installed Woodmere inbound gate arm.

8/22 Reset latch on clubhouse locker room door. The push bar is getting worn out and may need replacing.

8/22 Cleaned drain at Woodmere and Route 41.

The Infrastructure Committee worked a total of 20 man hours during the period.

Report submitted by George Sperry



of Southwest Florida LLC

State of Florida Certified Plumbing Contractor
#CFC1429137
451 Interstate Court - Sarasota, FL 34240
Phone 941-232-4629 FAX 941-371-5151
Email: wettec@verizon.net

August 10, 2023

Venetia Community
Attn: Bill Crocker
RE: 41 Falls

We are pleased to quote on the following services and materials

Field service to check out waterfall pump system on the 41 entrance, found #1 motor has a short in the windings, suggest replacement of motors.

Furnish and install (1) new motor on pumps 1 with new mechanical seals, reinstall, prime and test

Your Cost ----- \$ 6271.43

Price does not include sales tax or infreight
Terms: Net 10 days
Delivery: 1-2 weeks after receipt of order
Prices good for 30 days.

Please do not hesitate to contact us with any questions you may have.

Thank You

H. H. (Tom) Morgan III
(941) 232-4629

By signing and returning a copy of this contract, you are agreeing to all of the above terms and conditions

Venetia Community Association Inc

| | | | | |
|-----------|-----------------|-----------------|-----|-----------|
| Company | Brian Rivenbark | Brian Rivenbark | CAM | 8.11.2023 |
| Signature | | Printed Name | | Date |

Landscape Committee Report

Submitted to VCA Board of Directors

Monday, August 28, 2023

The Landscape Committee met on Tuesday, August 8, some of the issues discussed and decided are listed below:

New Proposals

- Proposal still needed for pump filter cleaning. Need a couple of recommendations from Sunstate besides New Life Well and Pump.
- Proposal, as suggested by the Board for asphalt removal and sod replacement by Twin Palms at Butterfly Park. The Committee, with Twin Palms, surveyed the area and have a plan to remove most of the asphalt in the park, fill with topsoil as needed and install sod. Circular cement pavers will be removed in all areas and stone will be added to these pathways for enhancement. The irrigation system at Butterfly Park has been repaired and is fully operational. Dollars not used from Ian related sod replacement will be used to offset the cost of this project. Cost = \$18,396.50. We request that this project to upgrade Butterfly Park be included in our 2024 budget should it not be accepted at this time.

Proposals to Ratify

- Woodmere Irrigation Valve Replacement – Ratify the expense for the valve replacement at Woodmere Entrance for \$1500 by South County Repair. Because the main line for the irrigation system runs under the sidewalk SCR will have to cut the sidewalk and reroute the line to replace the valve. We will need to, again, repair the sidewalk after the work is done. South County work is being finished.

Proposals in Progress

- Sod Replacement to commence end of September. This proposal will likely be under budget since some storm disrupted areas have grown naturally potentially leaving a dollar surplus from this project. This project is now scheduled for the end of September, 28th and 29th weather permitting.

Proposals Completed

- Palm Trimming project has been finished pending final inspection before release of the check.

Contracts Progress

- **Mulch Distribution** – Schedule needed for annual application through Sunstate.
- **All other contracts are in motion.** We continue to monitor Landscape and Irrigation for any items that need to be corrected. To date, both contractors have been responsive to our needs.

Budget 2024

All proposals have been obtained and preliminary Landscape Budget for 2024 has been submitted. We will be adding an addendum for Butterfly Park to remove asphalt walkways where applicable and sodding where removed if needed for 2024.

Respectfully submitted by Dave Lanni

Twin Palm Landscape Care
 3757 Ulman Ave
 North Port, FL 34286 US
 (941) 429-5785
 support@twinpalmlandscape.com

Estimate



ADDRESS

Venitia Community Association
 P.O.Box 18809
 Sarasota, FL 34276

SHIP TO

Venitia Community Association
 P.O.Box 18809
 Sarasota, FL 34276

ESTIMATE

1585

DATE

08/09/2023

| DATE | | DESCRIPTION | QTY | RATE | AMOUNT |
|------|---------------------------|--|-----|--------|-----------|
| | General Labor | General labor to remove Asphalt walkway in Butterfly park, Dispose of material and back blade walkway to level area out 4 Men for two days, includes two dump trucks and 2 machines and operators | 68 | 42.00 | 2,856.00 |
| | Top Soil | Yard Top Soil Installed Measured 7' x 1450' at 1" depth | 32 | 50.00 | 1,600.00 |
| | Floratamsod | Install Pallet St.Augustine Floratam sod | 26 | 485.00 | 12,610.00 |
| | 1/2"brownriverrock | 1/2" Brown pond pebble per yard | 6 | 221.75 | 1,330.50 |

TOTAL

\$18,396.50

Accepted By

Accepted Date

May 16, 2023

Woodmere Irrigation Valve Repair

South County Repair LLC will:

Trench along sidewalk from source pipe, 35' towards US41

Cut and remove section of sidewalk

Reroute remnant of existing pipe under sidewalk (see pics) out to trench

Install new pipe and valve, and tie wires back in.

Fill trench/clean up

Total : \$1500.00

Research results:

The wires out there (in the largest hole) trace back to Zone 1 on the Clock right by the damage site.

Zone 1 is marked as the rotors that I followed under the sidewalk (and is 1 of 2 zones that irrigates the damaged area, the other of which is working fine).

Zone 1 is the only one not working on the clock in that area.

2nd pic is a line from a sprinkler head leading back under the sidewalk.

The supply pipe appears almost centered under the sidewalk, and requires cutting the sidewalk to access it.

I can start within as soon 48 hours of approval. I already have the parts.

Thanks,
Rich

--

South County Repair, LLC

2357 S Tamiami Tr Ste 3 #230

Venice FL

941-451-1972

southcountyrepairfl@gmail.com

34293

Preserve Committee Report - August 2023

We've had no changes in membership:

Cheryl Bobby

Linda Braun

Bill Lewis

Jim Spizzirri

Jan Weis

We are pleased to report that the Venetia Community Survey has been completed and certified. We met with each of the sub-association Presidents, reviewed the survey for their specific communities, and have given them a copy of their survey.

We have a meeting scheduled this month with Sarasota County to discuss specific encroachment areas to how these will be handled. A PDF version of his survey will be available; we are hoping that it can be placed on the Community site.

Our deadline for the vertical cut quotes is 8/30. We have received two out four quotes as of now. The committee will meet with Brian to review these so we can make a recommendation to the Board for approval at the September meeting. Our plan is, weather permitting, to have the first vertical cut in the 4th quarter of this year.

Jan Weis, Chair – VCA Preserve Committee

Venetia Community Association, Inc.
President's Report for August 28, 2023 Board of Directors Meeting

I know we are in the midst of true hurricane season, so my early morning ritual is to look at the National Hurricane Center's website and keep my fingers crossed. I'm still trying to figure out why I moved to Florida!

As I reported last month, Twin Palm is now VCA's landscape contractor and they are continuing to learn where our common property boundaries are located. If you are concerned about a certain area, please do not approach the workers, but please send an email to committee chairman David Lanni and copy to Vice President Dick Mole. They in turn will get in touch with the landscape contractor.

At the request of VCA's Ad Hoc TV Cable Internet Committee, we will be having a brief presentation today. I have asked the presenting company to arrive at 9:30ish and have instructed them to limit the presentation to fifteen minutes, as this is a marketing presentation. I would like the Board members and the residents to keep the discussion of this presentation to a minimum. I also don't want this action to set a precedent for future requests for marketing presentations. I had originally denied this presentation requested by the committee some months ago, but the committee feels this is pertinent to our residents. So at about 9:30, I will turn the floor over to Joe Holler, speaking for the committee, to introduce the presenter.

It's been pretty quiet here in Venetia, just the way I'd like to keep it!

Thank you all for attending today and a special thank you to all volunteers.

Cindy Beckley
President, Venetia Community Association

Sarasota County Liaison Committee Report to VCA Board of Directors Meeting

08/28/23

Traffic Safety on Jacaranda

Ongoing conversations with our contacts at Sarasota Transportation Dept regarding initiation of projects, various studies and timing.

Waiting on response from Cutsinger regarding his staff's research on our discussions and recommendations.

No other activity to report at this point in time.

Submitted 08/21/23

Donna DeLuca

Jo Price

Sherry Blakely

Aleta F

SOCIAL COMMITTEE REPORT TO VCA AUG. 28, 2023

THE SOCIAL COMMITTEE CONTINUES TO WORK ON EVENTS FOR THE ENJOYMENT OF OUR RESIDENTS. THE FOLLOWING ARE SOME OF THE EVENTS THAT HAVE BEEN PLANNED.

SEP. 17 "CRAZY GOOD DESSERTS" FROM 5PM-7PM. BRING A DESSERT TO SHARE AND CLOTHES DONATIONS FOR THE TWIG CARES, INC. TWIG IS A CLOTHING STORE RUN ENTIRELY BY DONATIONS FOR FOSTER CHILDREN. THEY ARE LOCATED HERE IN VENICE. COFFEE WILL BE SUPPLIES BY THE SOCIAL COMMITTEE.

OCT. 7 CATERED ITALIAN DINNER INSIDE OF THE CLUBHOUSE ONLY. DETAILS WILL BE POSTED ON THE VENETIA WEBSITE.

OCT. 21 – LUCKY PENNY BAND – MUSIC BY THE POOL

OCT. 27 NEIGHBORHOOD FRIDAY – 5PM AT THE CLUBHOUSE. BRING A DISH TO SHARE WITH YOUR NEIGHBORS.

OCT. 28 BROADWAY PALM THEATER IN FT. MYERS. PRODUCTION OF "HAIRSPRAY" WITH LUNCH. \$70.00 – SHERI EWRIN

NOV. 12 "NOSH AND NIBBLES" WITH YOUR NEIGHBORS. BRING APPETIZERS OR ENTREE TO SHARE

NOV. 16 VENICE THEATRE OUTING – "PICKELBALL" 7:30PM – SHERI EWRIN

NOV. 19 – DEC.3 "VENETIA TOY DRIVE" TO BENEFIT THE VENICE POLICE DEPARTMENT "BLUE SANTA" – MORINA CHMIELAK AND WENDY SEELEY

DEC. 3 ANNUAL VENETIA OPEN HOUSE AT THE CLUBHOUSE – BRING ENTRÉE TO SHARE

THE SOCIAL COMMITTEE WOULD LIKE TO ADD WENDY SEELEY AS A NEW MEMBER

RESPECTFULLY SUBMITTED

MORINA CHMIELK

Treasurer Report
July 31, 2023

| | |
|-----------------------------------|---------------------------|
| Total Liabilities & Equity | \$1,030,418.60 |
| Total Reserve Balance. | \$445,,997,67 |
| Total Expenses. | \$127,365.59 |
| YTD Expenses. | \$815,047.00 |
| | \$15,636.95 under budget |
| Admin. Expenses. | \$9,096.26 |
| YTD Expenses. | \$72,890.85 |
| | \$2,670.35 |
| Grounds Expenses. | \$23,221.61 |
| YTD Expenses. | \$145,860.30 |
| | \$115,554.75 under budget |
| Maintenance Expenses. | \$5,595.61 |
| YTD Expenses. | \$16,479.29 |
| | \$23,347.76 under budget |
| Pool & Recreation Expenses. | \$4,615.36 |
| YTD Expenses. | \$24,411.37 |
| | \$2,246.93 under budget |
| Utilities Expenses. | \$56,889.01 |
| YTD Expenses. | \$384,522.44 |
| | \$11,949.96 under budget |
| Hurricane Clean-Up Expenses 2023. | \$134,626.98 |
| Total Expenses 2022-2023. | \$371,669.01 |
| Refund Total. | \$9,975.00 |
| Special Assessments. | \$277,776.00 |
| Net Uncovered Expenses. | \$83,918.01 |

As of 8/23/23 the total outstanding balance of unpaid SA is \$18,411.48 including late fees.

As of 8/23/23, the Accounts Receivables total is \$14,151.46 for 3rd quarter fees. One owner owes \$2,750.04 being handled by the Attorney.

Submitted by Mary Eve, VCA Treasurer

TV Cable Internet Alex Sarelas Proposal re Comcast Contract

What is the goal of our committee??

It is to get the best fit of services for the majority of homeowners at the lowest possible price.

It is **not** to get the services that a few of us wish to have at a cost to every other homeowner.

This (Ad Hoc) committee has been put together for the purpose of getting the community a bulk services contract that best fits their needs.

We have all volunteered to be a part of this committee to recommend and select the best solution *for the community*.

Hiring a consultant is not what we were assigned to do.

Negotiating and hiring a consultant will only delay this decision and cost us \$3000.00 for every month we delay.

We are not the only community that has had to make this decision from the same list of vendors. They have chosen to make that decision on their own, without a consultant. The two communities that I am aware of are Sawgrass and Venice Golf and River Club.

We have all heard the presentations and read the proposals offered to us by 3 vendors of cable and internet services. Hotwire, Blue Stream and our current vendor Comcast.

So why is it that some of us feel that after listening to these vendors' proposals we find it necessary to relinquish our responsibility and duties to an outside consultant to do the work that this committee should be doing? Specifically, meeting with vendors, negotiating and deciding/recommending which one to select.

To assist in this decision process, I have put together the following analysis.

I propose we immediately dismiss 2 of the 3 vendors for the following reasons:

1. All three vendors have the capability of supplying their services over FIOS; however Hotwire and Blue Stream can only provide us services if they install their own Fiber Optics throughout our neighborhood, while Comcast already has coaxial cable installed.
2. Installing and burying cable in our neighborhood is disrupting to the homeowners and in all probability will cause damage to the homes and landscaping. (see the below attachment).
3. A pre-requisite to this FIOS cabling effort is to have a long-term, 10 year contract.
4. A higher cost per door is a given as a result of having to install fiber to the house.
5. Having a 10 year contract will possibly get us a door fee of \$200.00, but that additional fee will have vanished in the next 2 years with higher service fees and contract escalations costing us in excess of \$3000.00 per month or \$72,000.00 for the 2 years.
6. The existing Comcast contract will have to run to its end in 2025 before any alternative vendor could begin offering their services.
7. All contracts will also have a 3-4% escalation clause in them, meaning that our cost of services will be as much as 40% higher by the end of a 10 year contract.
8. Having a shorter-term contract is in our best interests due to; changes to technology, changes in services desired, chances of lowering the cost of service, etc.

I further propose, we proceed with contracting Comcast to provide cable and internet services to our community:

1. The Comcast installed coax cable at each of our houses can deliver gigabit service. Since we are only contracting for 200 MB service and individual homeowners can upgrade to 1.2GB service if required, the existing cabling can deliver those speeds today.
2. Symmetry of download and upload speeds will be delivered with the adoption of DOCSIS 4.0 in the next year.
3. Monthly per door cost will be \$68.95 as opposed to \$73.95, a \$5.00 per month per door savings.
4. Upon signing the contract, the terms, services and pricing will immediately become effective and we will also receive a check for \$64,300.00 door fee.
5. Cost of service will immediately, save us over \$3,000 per month, \$36,000 per year, \$252,000 over the term of the contract.
6. Cable TV channel lineup will be greater than we have today. The Popular package and Entertainment, Sports & News, Kids & Family add-ons will be included, StreamPix, HD Programming, and 20 hours DVR Service.
7. Internet speed will be equal to what we have today, 200/12GB service. 95% of homeowners can be serviced by 200GB service. The capabilities of which can deliver streaming service to 4-5 devices; laptops, cell phones etc. at each home.
8. Seamless adoption of the contract to the homeowners. No new equipment is required.
9. Upgraded equipment is available: XFi modem, X1 Cable box and 1 X1-mini for a second TV.
10. Additional TV's in the home and away can be serviced off of the same account using the Xfinity Streaming App at no additional cost, thus saving homeowners from paying for additional devices for those TV's.

Attachment

The following has been excerpted from email communications from a homeowner in VGRC:

As you can see from one of the final notes, there were still 150 outstanding damage claims as the project wrapped up and some were significant enough to include sod replacement. 150 would represent about 1 out of 10 homes. I assume there were many others resolved as the project moved along. Because many of us are seasonal, we didn't have a functional sprinkler system for over two months causing lawns and plantings to die.

Comcast/Mastec did eventually pay for our \$1,100 of damage to our property.

Fiber Installations are expected to take on average of ~2.5 hours +/- per house.

Mastec Construction:

Physical construction has been completed for ~6 weeks.

The staging area in the Welcome Center parking lot has been vacated.

Comcast network testing for connectivity/signal strength has been completed.

Property inspections have been completed, identifying ~150 issues to be corrected.

In the process of returning VGRC to its preconstruction state, repairing damaged areas.

Sod replacement expected to be completed by 6/2 (rainy season). Sod replacement is a one-time event, so please make sure that you care for the new sod.

Mastec is expected to complete this phase of the project by 6/2.

CCC Consulting Agreement

This Agreement is made and entered into as of _____, 2023 (the "effective date") between **Venetia Community Association, Inc.**, located at **4401 Corso Venetia Blvd. Venice, FL 34293**, (Association) and Community Cable Consultants (CCC), together "Parties".

CCC is in the business of providing Cable/Satellite TV, Broadband and Security Alarm Monitoring Consulting Services for Condominium and Homeowner Associations, and Association desires to have CCC represent its community consisting of **642** residential units for such services. Therefore, Parties agree as follows:

1. TERM.

This Agreement shall extend for a period of one (1) year, (the "Term"), pursuant to the terms herein, or until which time the negotiations are completed.

2. SERVICES.

CCC will evaluate all viable Provider options, develop requests for proposals ("RFP's") and solicit bids from the Providers on behalf of the Association. CCC will assist with all efforts leading up to and following the provider selection and implementation process.

3. WARRANTIES

Association has full authority to enter into this Agreement and is in good standing under the laws of the jurisdiction in which it is organized.

4. CCC'S AUTHORITY.

CCC acknowledges and agrees that it **does not** have the authority to execute and implement any contract or other binding agreement on behalf of the Association.

5. COMPENSATION.

If the Association enters into an agreement that CCC has solicited on behalf of the Association, then the Association agrees that CCC shall be entitled to 25% of the upfront door fee received by the Association. However, as the Association already has a \$100 door fee offer from Comcast then the first \$100 received from Comcast will be guaranteed to the Association. If the Association selects a different provider, the new provider may pay a referral fee to CCC, and if this is the case, then the Association will not be obligated to pay CCC any fee or percentage of the door fee. The Association is not obligated to accept any agreements solicited or negotiated by CCC, and if no agreement is entered into, then there are no fee or monies owed to CCC.

6. TERMINATION.

This Agreement may be terminated with ten (10) days written notice. If the Agreement expires or is terminated, CCC shall be entitled to payments detailed above in Section 5, of this agreement, for all providers which CCC has secured proposals on Association's behalf that become executed agreements by the Association within a one-year period from the end date.

Association: _____

Community Cable Consultants: _____

By: (signature) _____

By: (signature) _____

Date: _____

Date: (print) _____

Letter of Agency

_____, 2023

To all Broadband, Cable/Satellite TV, Telecom and Security Alarm Monitoring Providers
("Providers"):

Please be advised that ***Venetia Community Association, Inc.***, located at ***4401 Corso Venetia Blvd. Venice, FL 34293***, has granted CCC the authority to solicit and review all proposals and bids, and perform other functions leading-up to and following the negotiation and association selection of Providers to serve our community.

We request that all proposals and correspondence regarding your interest in serving our property be forwarded to the below address with a copy to the Association:

Community Cable Consultants

Marcie Gershoni

304 Indian Trace Unit #910

Weston, Florida 33326

mq@communitycableconsultants.com

(Association)

By: (signature)_____

Name: (print)_____

Title:(print)_____

Community Cable Consultants 304 Indian Trace Unit #910, Weston, Florida 33326

XFINITY COMMUNITIES SERVICE AGREEMENT

Service Order

Customer Information

| | | | |
|------------------|-------------------------------------|---------------------|------------------------|
| Customer Name: | Venetia Community Association, Inc. | Property Address 1: | 1000 Bella Terra Drive |
| Property Name: | Venetia Community Association, Inc. | Address 2: | |
| Number of Units: | 643 | City, State, Zip: | Venice, FL 34293 |

Agreement Term

This Agreement begins on 10/1/2023 ("Effective Date") and shall remain in effect for a term of 6 years and 8 months from 10/1/2023 (the "Initial Term"). This Agreement shall automatically renew for successive periods of 2 Years (each, a "Renewal Term"), unless either party provides the other with a minimum of 60 days' notice of its intention not to renew at the end of the then-current term. The Initial Term and each Renewal Term may be collectively referred to herein as the "Term."

Common Area WiFi

Company shall provide common area WiFi to 3 WiFi access points in common areas of the Property.

Compensation

The Per Unit Compensation is \$150.00 for a total of \$96,450.00.

Marketing

Customer's Marketing Support shall be as follows:

| Service | Type of Marketing |
|----------|---------------------|
| TV | Exclusive Marketing |
| Internet | Exclusive Marketing |
| Voice | Exclusive Marketing |

Notwithstanding anything in the Terms and Conditions to the contrary, Company is not permitted to market using door hangers.

Company shall not conduct door-to-door solicitations without the consent of Customer or Customer's on-site personnel.

Bulk Services

The Bulk Services will commence on 10/1/2023 and terminate on 5/31/2030.

The Bulk Services are Upgradable.

If Equipment is listed below, it is the responsibility of the residents.

| TV Bulk Service | # of Outlets per Unit | # of Units | Equipment Included | Upgradable or Non-upgradable |
|-----------------|-----------------------|------------|----------------------|------------------------------|
| X1 Popular TV | 2 | 643 | HD Digital Converter | Upgradable |

The monthly service fees for TV Bulk Service are \$32.45 per unit, plus a broadcast TV fee equal to \$4.68 per unit, and all applicable taxes and fees. Upon 30 days prior written notice, Company may increase (i) the TV Bulk Service fee, provided such increase does not exceed 4.00% per year and/or (ii) the broadcast TV fee, provided such increase does not exceed the then-current residential broadcast TV fee increase.

| Internet Bulk Service | # of Outlets/Unit | Total # of Units | Included Equipment |
|-----------------------|-------------------|------------------|--------------------|
| Connect More | 1 | 643 | Gateway |

The monthly service fee for Internet Bulk Service is \$31.82 per unit, plus all applicable taxes and fees. Upon 30 days prior written notice, Company may increase the Internet Bulk Service fee, provided such increase does not exceed 4.00% per year.

Courtesy Services

Common Area Courtesy TV Service

| Courtesy TV Service | # of Outlets | Location | Courtesy TV Equipment | Upgradable |
|---------------------|--------------|-------------------------|-----------------------|------------|
| Popular TV | 3 | Residential Common Area | Digital Adapter | No |

Common Area Courtesy Internet Service

| Courtesy Internet Service | # of Outlets | Location | Courtesy Internet Equipment |
|---------------------------|--------------|-------------------------|-----------------------------|
| Fast | 1 | Residential Common Area | Modem |

Agreement

This Xfinity Communities Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Company") will provide residential products and services (collectively, the "Services") to the customer named above ("Customer") at the property named above ("Property"). This Agreement consists of this fully executed Service Order ("Service Order"), the General Terms and Conditions ("General Terms"), any attachments included herewith ("Attachments") and any written amendments to this Agreement executed by both parties ("Amendments"). In the event of an inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Service Order, (3) Attachments, (4) General Terms. Customer and Company may be collectively referred to herein as the "Parties" or individually as a "Party." The parties, intending to be legally bound agree to be bound by the terms and conditions set forth in the Agreement. Capitalized terms used but not defined in this Service Order shall be given their meanings set forth in the General Terms and capitalized terms used but not defined in the General Terms shall be given their meaning set forth in this Service Order.

The parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Customer: Venetia Community Association, Inc.

Company:

By: _____

By: _____

Name: Cindy Beckley

Title: President

Name: Jeffrey Buzzelli

Title: RSVP Florida

ADDRESSES FOR LEGAL NOTICES

To Customer:

Venetia Community Association, Inc.
1000 Bella Terra Drive
Venice, FL 34293

To Company:

Comcast Cable Communications Management, LLC
7201 North Federal Highway, Boca Raton, FL 33487, Attn: Xfinity Communities.

With a copy to:

Comcast Cable Communications Management, LLC
1701 JFK Blvd
Philadelphia, PA 19103
Attn: General Counsel – Cable Legal Operations

EXHIBIT C GENERAL TERMS AND CONDITIONS

1. **Wiring.**

(a) **Definitions.**

- a.i. **"Distribution System"** consists of all facilities, equipment or devices that are installed by Company to transmit the Services from the public right of way to the Terminal, and may include, but not be limited to, distribution cables, amplifiers, pedestals, lock boxes, passive and electronic devices and other equipment. It shall also include any other facilities, equipment or devices installed by Company, other than the Inside Wiring, and used by Company in the provision of Services.
- a.ii. **"Inside Wiring"** consists of the wiring running from the Terminal into the unit as necessary to provide the Services throughout the unit.
- a.iii. **"System"** consists of the Distribution System and Inside Wiring.
- a.iv. **"Terminal"** mean the ground block or other connection terminal located at each unit on the Property.

(b) **Scope of Work.** If either Party is installing, upgrading or re-wiring any portion of the System, a Scope of Work will be attached setting forth the responsibility of the parties regarding such work. The Parties agree to comply with the Scope of Work.

(c) **Company Obligations.** Any work performed by Company on the Property shall be done in a good and workmanlike manner, in accordance with industry standards, local codes, applicable law, and, Federal Communications Commission ("FCC") regulations. Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the Company's operation and use of the wiring as set forth herein.

(d) **Ownership of Wiring.** The Distribution System is and will remain the personal property of Company. The Inside Wiring is and will remain the personal property of the applicable unit owner.

(e) **Use and Maintenance of Wiring.** Customer grants Company the exclusive right to operate and use the Distribution System. The Customer shall not, and shall not permit any third party to, tap into, use, or otherwise interfere with the Distribution System. At its expense, Company shall maintain, repair and replace the Distribution System as necessary to provide the Services. The installation, use, and repair of the Inside Wiring will be governed by separate contracts between Company and individual unit residents.

(f) **Electrical Power.** Customer shall provide electrical power, at Customer's expense, for the Distribution System or Inside Wiring as requested by Company in locations reasonably designated by Company. In addition, if requested by Company, Customer shall, at Customer's cost, provide one or more environmentally controlled spaces in mutually agreed upon locations on the Property for distribution facilities.

2. **Delivery of Services.** Customer grants to Company the non-exclusive right to deliver the Services to the Property.

3. **Customer Obligations.**

- (a) Customer shall not enter into a bulk agreement with another service provider to provide services similar to the Services during the Term regardless of the method used to deliver services to the Property. A “bulk agreement” means an agreement between Customer and a third party service provider whereby (i) services are paid for by the Customer and provided to the residents at no charge, on a reduced rate or discounted basis; (ii) services are automatically provided to the residents as an amenity of the Property or (iii) the purchase of services by residents is required as a condition of their occupancy of the Property. However, nothing in this Agreement shall prohibit service providers from providing service to the Property on a retail basis, provided that Customer does not permit a third party to access any facilities, equipment or wiring Company owns or has exclusive rights to use.
- (b) Customer shall reasonably cooperate with Company to prevent, but shall not be liable for, the unauthorized access to equipment or Services by residents of the Property.
- (c) Customer shall supply unit numbers to Company at reasonable intervals upon Company request.

4. **Fees and Charges for Services.** For Services provided to residents on a retail basis, the terms, conditions, charges and fees for those Services shall be contained in separate contracts between Company and individual residents. The Customer assumes no liability or responsibility for service charges contracted for by residents. For Services provided to Customer on a bulk basis (if any), additional terms, conditions, charges and fees for the bulk Services shall be contained in the Service Order and Attachments made a part of this Agreement.

5. **Access.**

- (a) Customer grants Company personnel access to all common areas of the Property during Company’s Operating Hours (as defined below) for the purpose of installing, disconnecting and auditing Service and exercising Company’s right and obligations under this Agreement. Customer shall use reasonable efforts to grant Company access to parts of the Property it does not have direct control over for the same purposes. “Operating Hours” means Monday through Sunday, 7:00am to 7:00pm or at any other time that (i) Customer’s staff members at the Property give verbal consent for Company to access, (ii) a maintenance or repair emergency occurs, which includes service outages, or (iii) a resident grants Company personnel access in order to provide or repair services for the resident.
- (b) Company, at its expense, agrees to repair any damage to the Property to the extent caused by Company, its employees or agents, normal wear and tear excepted. If Company fails to commence repairs to the Property within 45 days of notice, then Customer may undertake the repairs itself and bill the Company for the actual and reasonable costs thereof. Customer, at its expense, agrees to pay the reasonable and actual costs for Company to repair or replace any damage to the Distribution System or Exclusive Wiring to the extent caused by Customer, its employees or agents, normal wear and tear excepted.

6. **Indemnification.** Each Party (the “Indemnifying Party”) shall indemnify, defend and hold harmless the other party, its officers, directors, personnel, affiliates, lenders, agents and representatives (collectively, the “Indemnified Parties”) from and against any and all liability, loss, damage, claim or expense (including reasonable attorneys’ fees and costs) (collectively, “Damages”) incurred through a third party claim to the extent based on (i) the negligence or willful misconduct of the Indemnifying Party, (ii) the Indemnifying Party’s noncompliance with applicable laws (iii) the breach or inaccuracy of any representation or warranty made hereunder by the Indemnifying Party or (iv) any injury (including death), damage or loss to persons or property caused by the Indemnifying Party. The Indemnified Parties agree to provide the Indemnifying Party with sufficient notice of any claim and to provide reasonable cooperation with the Indemnifying Party in the defense of the claim at Indemnifying Party’s cost.

7. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.
8. **Termination.**
- (a) **Default.** In the event either Party defaults in the performance of any of the material terms of this Agreement, the non-defaulting Party shall give the defaulting Party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting Party shall have 60 days to either (i) cure the default or (ii) if such default is incapable of cure within such 60 day period, commence curing the default within such 60 day period and diligently pursue such cure to completion. In the event the defaulting Party fails to do so within such 60 day period, the non-defaulting Party may terminate this Agreement upon 30 days' written notice without further liability of either party.
- (b) **Permanent Loss of Authority.** This Agreement shall terminate automatically without any further liability on the part of Company in the event Company lacks authority to continue to provide the Services to the Property due to loss of governmental authorization. This clause, however, shall not apply to periods of transition, such as franchises subject to review, transfer or reapplication, or where termination is the subject of dispute.
9. **Removal of Distribution System.**
- (a) Upon expiration or termination of this Agreement, Company shall have 3 months during which it may remove the Distribution System. Company shall promptly repair any damage to the Property caused by such removal. Any portion of the Distribution System remaining on the Property after the 3 month period shall be deemed abandoned by Company, and ownership shall vest in Customer "AS IS" and "WHERE IS" and Company shall have no further liability therefor.
- (b) Notwithstanding anything to the contrary contained in this Agreement, the removal period referenced in subsection (a) above shall be tolled for as long as Company has the right under applicable law to continue to provide any or all of the Services to any or all of the units on the Property after the termination or expiration of this Agreement, in which case Company shall have the exclusive right to continue to own and use the Distribution System and the non-exclusive right to interconnect with and use the Inside Wiring to provide the Services. This Section shall survive the termination of this Agreement.
10. **Dispute Resolution.** All disputes under this Agreement shall be submitted to and settled by arbitration in accordance with the rules of the American Arbitration Association. The parties shall appoint a mutually agreeable arbitrator reasonably familiar with broadband communications systems and services. In the event the parties are unable to agree to a single arbitrator, the dispute shall be submitted to a panel of 3 arbitrators, one of which shall be reasonably familiar with broadband communications systems and services. Each Party shall appoint an arbitrator and the 2 arbitrators so appointed shall then select a third arbitrator. The arbitrators shall apply applicable federal laws and regulations and the laws of the jurisdiction in which the Property is located, without regard to its choice of law principles. The decision of the arbitrators shall be binding and conclusive on all parties involved, and judgment upon their decision may be entered in a court of competent jurisdiction.

11. **Customer Service.** Company will maintain a local or toll-free telephone number, which will be available to its subscribers 24 hours a day, 7 days a week. Company representatives will be available to respond to customer telephone inquiries during normal business hours. Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of Company.
12. **Marketing Support.** Customer grants Company the right to access the Property to market and sell its Services to residents of the Property. Customer shall (i) present Company's Marketing Materials to new and prospective residents during the initial presentation of rental or for-sale units and at lease signings or closings (ii) make the Marketing Materials available in the sales office or other administrative area to existing residents and (iii) at times and locations mutually agreed to by the parties, allow Company to hold marketing and sales events at the Property (collectively, "Marketing Support"). At Company's discretion, "Marketing Materials" may include, brochures, channel lineups, service descriptions, and information regarding prices and special offers. Marketing will be either exclusive or non-exclusive, as indicated in the Service Order. Marketing materials shall be provided by Company and delivered to the Property at Company's sole cost. For Services marketed on an exclusive basis, Customer agrees not to market or allow a third party to market on the Property any services similar to the exclusively marketed Services. For Services marketed on a non-exclusive basis, Customer will market such Services on a materially comparable basis with any third party services (e.g., no favorable treatment in terms of on-site events or location of marketing materials) and Customer will not treat any competing services on a more favorable basis or take actions to position competing service as "preferred" service over Company's Services.
13. **Website Link.** Company shall have the right in its sole discretion to approve any trademark/logo of Company used by Customer on Customer's website, its placement within its website, and the use of any statements or claims in connection with such trademark/logo or Company's products and services on its website. All uses of Company's trademark/logo made by Customer shall inure to the benefit of Company. Customer shall not copy or capture any portion of Company's website or any of its content within frames on Customer's website, or otherwise present or display Company's website content or represent Company's website as Customer's in any manner. Customer shall ensure that the link from its website to Company's website connects the visitor to Company's website unencumbered in any manner.
14. **Interference.** If any device or facility on the Property does not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, which interferes with Company's delivery of the Services, Company reserves the right to discontinue the Services to the non-compliant unit or, at Company's reasonable discretion, to the Property until such non-conformance is cured by Company, Customer or resident, as the case may be. Company shall take reasonable measures to not discontinue Services to any portion of the Property that is in compliance with applicable technical specifications.
15. **Changes to Wiring Rights.** In the event applicable law requires (i) Company to permit Customer or a third party to use all or a portion of the Distribution System or (ii) Customer to permit a third party to use all or a portion of the Exclusive Wiring, then such portions of the Distribution System and/or Exclusive Wiring shall be automatically deemed Non-Exclusive Wiring.

16. **Assignability; Binding Effect.** Either Party may assign the Agreement provided that the assignee agrees in writing to be bound by all the terms and conditions hereof. In the event Customer sells, assigns, transfers or otherwise conveys the Property to a third party, Customer shall assign this agreement and cause the new owner or controlling party to expressly assume this Agreement and agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns. Following any assignment, the assigning party shall give prompt notice thereof to the other party and shall not be liable for obligations under this Agreement that accrue on or after the date of the assignment.
17. **Representations and Warranties.** Each Party represents and warrants to the other that (i) the person entering into this Agreement on its behalf has the legal right and authority to execute, enter into and bind such Party to the commitments and obligations set forth herein and (ii) it has the right to enter into this Agreement and to grant the rights granted hereunder. In the event this Agreement is terminated for a breach of these representations and warranties, Customer shall reimburse Company for the time and materials of all work performed at the Property, up to the termination date. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS WARRANT THAT THE SERVICES WILL PROVIDE UNINTERRUPTED USE, OPERATE WITHOUT DELAY OR ERROR, OR BE TRANSMITTED IN UNCORRUPTED FORM. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.
18. **Miscellaneous Provisions**
- (a) **Subcontractors.** Company may hire or engage one or more subcontractors to perform any or all of its obligations under this Agreement; provided that Company shall in all cases remain responsible for all its obligations under this Agreement. Under no circumstances shall Customer be responsible for making any payments directly to any subcontractor engaged by Company.
- (b) **Insurance.** Company shall maintain workers' compensation insurance with statutory limits and commercial general and automobile liability insurance. The limits of such liability insurance shall be no less than One Million Dollars (\$1,000,000) per occurrence and in the aggregate, and automobile liability limits no less than One Million Dollars (\$1,000,000) per accident and in the aggregate. Upon request, Company will provide Customer with a certificate evidencing such insurance.
- (c) **Force Majeure.** Neither Party shall be liable for its performance delay or failure due to circumstances beyond its reasonable control, including but not limited to, failure of equipment or facilities not owned or controlled by a Party (for example, utility service), denial of access to facilities or rights-of-way essential to serving the Property, natural catastrophes, and government order or regulation.
- (d) **Applicable Law.** This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the jurisdiction in which the Property are located, without regard to its choice of law principles.
- (e) **Invalidity.** If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.

- (f) Notices. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, registered or certified mail, return receipt requested, or nationally recognized overnight courier service to the other Party's address set forth in the Service Order or as may subsequently in writing be requested.
- (g) Confidentiality. Except as otherwise required by applicable law, each Party agrees to keep the terms and conditions of this Agreement in strict confidence and shall not divulge any specifics of the same to any third party except current and prospective lenders, purchasers, attorneys, accountants, financial advisors, partners and/or others with a need to know or legal right to know (such as residents of a homeowners association) for Customer or Company to reasonably conduct its business.

Bulk Services Attachment

1. Terms Applicable to the Bulk Services

- a. Company shall provide the Bulk Services listed in the Service Order (the "Bulk Service(s)") as set forth in this Bulk Services Attachment and in the Service Order. Company may change the name of its Bulk Services or adjust the Bulk Services to reflect changes to their features and technology from time to time, provided it does not materially diminish the Services offered.
- b. Customer shall pay Company the service fees for the Bulk Services set forth in the Service Order, plus all applicable taxes and fees, upon receipt of an invoice. Late and/or administrative fees may be due if Customer fails to pay within 15 calendar days of receipt of the invoice. Company may terminate this Bulk Services Attachment in the event any Bulk Service fees remain unpaid for a period of 60 days.
- c. If the Service Order indicates the Bulk Services are Upgradable, Company may, at any time during the term hereof, provide additional Services on a retail basis directly to residents under agreements between the Company and the residents and the applicable terms of the Agreement ("Upgradeable Services"). Customer assumes no liability or responsibility for service charges for Upgradeable Services contracted for by residents.
- d. If equipment is included under the Service Order, Company shall provide each unit that does not already have it with the equipment described on the Service Order, plus a remote control for each wall outlet receiving the TV Bulk Service. The type of equipment shall be at the Company's discretion, provided it is compatible with the Bulk Services. The equipment is and will remain the personal property of the Company, unless otherwise agreed to by the parties. If Customer is responsible for the equipment, Customer shall keep an inventory report of the equipment issued to Customer listing the status of the equipment as in one of the following statuses: (1) in inventory; (2) installed in a unit listing the unit number; (3) missing, lost, stolen, damaged; or (4) exchanged, not damaged. Customer shall provide such inventory report to Company upon Company's request and shall provide reasonable access to Company to verify the accuracy of the inventory report. Customer shall return the equipment to Company within 10 days after the expiration or termination of the Bulk Services.
- e. The Company has no obligation to provide the Bulk Service to a unit unless and until an adult resident of the unit enters into Company's Agreement for Residential Services or other residential agreement designated by Company (as modified from time to time by Company, the "Residential Service Agreement") accepting responsibility for (i) any Company-provided equipment that is responsibility of the residents, (ii) any Services purchased by the residents of such unit beyond the Bulk Services and (iii) adherence to the terms, conditions and policies in the Residential Service Agreement. If a resident refuses to enter into such agreement or violates the

agreement, Company shall have no obligation to provide any Bulk Services or equipment to the resident's unit and there will be no reduction in the monthly fees owed by Customer.

- f. If equipment is not included on the Service Order, a resident must either (1) obtain such equipment from Company under Company's then-current standard terms and conditions or (2) use a resident-owned device compatible with the Bulk Service. Company will make the list of compatible resident-owned devices generally available to Customer and residents. The type of compatible resident-owned devices shall be at the Company's sole discretion. If a resident does not use a resident-owned compatible device or enter into a separate agreement with the Company accepting responsibility for equipment, Company shall have no obligation to provide any Bulk Services or equipment to the resident's unit and there will be no reduction in the monthly fees owed by Customer.
- g. Customer may not sell, offer for sale or resell any of the services contemplated by this Bulk Services Attachment without the prior written consent of the Company. If this Bulk Services Attachment expires or is terminated by Company, Company shall have the right to continue to provide the Services to individual residents pursuant to contracts between Company and such residents in accordance with the Agreement.

2. Terms Applicable only if TV Bulk Services are Provided.

Customer acknowledges and agrees that Company has the right, at any time, to preempt, without prior notice, specific programs and to determine what substitute programming, if any, is made available via the TV Bulk Service. The Company may, in its discretion, make additions, deletions or modifications to its channel line-up without liability to Customer or anyone claiming through Customer. A copy of the current TV Bulk service channel line-up is available at <https://www.xfinity.com/support/local-channel-lineup/>. The Company shall not be liable for failure to deliver any programming that is caused by the failure of the programmer to deliver or make such programming available to the Company or any other reason beyond the reasonable control of the Company. Company agrees that the programming shall be substantially similar to the programming available to other residential subscribers in the franchise area where the Property is located.

3. Terms Applicable only if Internet Bulk Services are Provided.

- a. The Internet Bulk Service does not include network interface cards or any other customer premises equipment ("CPE"). Company recommends using CPE meeting Company's minimum system recommendations to connect to the Internet Bulk Service.

- b. Customer acknowledges that the Bulk Internet Service is provided in accordance with, and agrees to be bound by, the terms and conditions of the Company's Residential Services Agreement and the Company's acceptable use policy for Company's high-speed Internet services (as modified from time to time by the Company, the "AUP"). A copy of the current Customer Agreement and AUP is available at www.comcast.com/Corporate/Customers/Policies/Policies.html. The Company shall not be in breach of this Agreement for denying the Internet Bulk Service to Customer or a resident if Customer violates the Residential Services Agreement or AUP.

Compensation Attachment

1. Company agrees to pay Customer the Per Unit Compensation for the Number of Units listed on the Service Order.
2. If the units are not fully constructed as of the Effective Date, Customer agrees to provide Company with copies of certificates of occupancy, or temporary certificates of occupancy if they permit Customer to begin selling/leasing units, for all units (collectively, "COs") promptly upon receipt by Customer. Customer agrees to promptly provide to Company a completed and accurate W-9 or such other form containing similar information Company reasonably requests (collectively, "W-9"). Customer shall promptly provide Company an updated W-9 if the information contained therein changes. Company will not owe Customer the Per Unit Compensation during any time when Customer has failed to provide to Company an accurate W-9.
3. Unless otherwise set forth in the Service Order, the Per Unit Compensation shall be payable by Company 90 days from the latter of (i) execution of the Service Order, (ii) receipt by Company of a completed W-9 or such other form containing similar information that Customer provides to Company (iii) where applicable, receipt by Company of the first CO. Customer hereby acknowledges that Company has no obligation to pay the Per Unit Compensation unless and until Customer provides the W-9 and, where applicable, the COs. Once paid, Company has no obligation to pay any portion of the Per Unit Compensation to any third party, even if Customer transfers, sells or otherwise conveys the Property to a third party.
4. The Indemnification section of the Agreement is hereby modified to include an additional indemnification obligation of Customer as follows: (v) the alleged right of any third party to the Per Unit Compensation.
5. In addition to any and all other remedies available to Company at law or in equity, in the event the Agreement is terminated for the uncured default of Customer, (i) this Compensation Attachment shall terminate immediately, (ii) Customer's right to receive the Per Unit Compensation shall terminate immediately and (iii) Customer shall refund to Company a portion of the Per Unit Compensation paid by Company up to the date of termination in an amount equal to (A) the total Per Unit Compensation paid prior to the date of termination, divided by (B) the number of years in the term of the Agreement, multiplied by (C) the number of years remaining in the term of the Agreement as of termination date of this Compensation Attachment.

Common Area Courtesy TV Service Attachment

Company shall provide to Customer, at no charge, the Common Area TV Courtesy Service and Courtesy TV Equipment listed on the Service Order (or an equivalent tier if Company discontinues the current tier) for use by Customer in residential common areas of the Property. Company may place a sticker or similar signage on or near the televisions that receive the Common Area TV Courtesy Services indicating the services are provided by Company. Customer acknowledges and agrees that it is prohibited by federal copyright law, and Company's agreement with its programming providers from ordering, purchasing, or exhibiting premium services or pay-per-view programming in the common areas of the Property. Customer hereby covenants and agrees that it will not order, purchase, receive or exhibit premium services or pay-per-view programming in the common areas of the Property, nor permit any other person to do so. In the event Customer engages, authorizes or permits any of the conduct described above, in addition to any other remedies available at equity or at law, Company may terminate the Common Area TV Courtesy Services. Customer shall return any Courtesy TV Equipment provided by Company within 10 days of the termination of the Common Area TV Courtesy Services. Customer shall notify Company of, and reimburse Company for Company's costs to replace, any Courtesy TV Equipment that is lost, stolen, missing or damaged within 30 days of receipt of an invoice from Company.

Common Area Courtesy Internet Service Attachment

Company shall provide to Customer, at no charge, the Common Area Courtesy Internet Service and Courtesy Internet Equipment listed on the Service Order (or an equivalent tier if Company discontinues the current tier) for use by Customer in residential common areas on the Property. Company may place a sticker or similar signage on or near the displays that receive the Internet Courtesy Services indicating the services are provided by Company. Customer agrees to be bound by the terms and conditions of the Company High Speed Internet Service terms of service and acceptable use policies (as modified from time to time by Company, the "Internet Subscriber Agreement"). A copy of the current Internet Subscriber Policy is available at www.comcast.com. Customer shall not connect the Internet Courtesy Services to wireless equipment, such as wireless access points, without the express written consent of Company, which may be given or withheld in Company's sole discretion. Customer shall return any Internet Courtesy Equipment within 10 days of the termination of the Internet Courtesy Services. In the event Customer engages in, authorizes or permits a violation(s) of this subsection and/or the Internet Subscriber Agreement, in addition to any other remedies available at equity or at law, Company may terminate the Internet Courtesy Outlet(s). Customer's shall reimburse Company for Company's costs to replace any Courtesy Internet Equipment issued to Customers that is lost, stolen, missing or damaged within 30 days of receipt of an invoice from Company.

Common Area WiFi Attachment

1. **Provision of WiFi Hot Spot(s) and WiFi Service.** Company shall provide wireless Internet access (the "WiFi Service") to authorized end users ("WiFi End Users") at no cost to Customer using wireless access points and other equipment connected to Company's Internet service (the "WiFi Hot Spot(s)"). Company shall operate the WiFi Hot Spot(s) using the applicable IEEE 802.11 protocols. Company is not responsible for interference caused by third parties, including but not limited to non-Company provided or installed access points and/or any other third party devices that use IEEE 802.11 protocols. Company has the right to brand WiFi Service with Company's branding.
2. **Operational Responsibility for WiFi Service.** Company shall acquire, install and maintain all equipment required to operate the WiFi Hot Spots (the "WiFi Equipment"). The WiFi Equipment does not include any WiFi End User equipment, including, but not limited to, network adapters, Internet access devices (computers, notebooks, mobile devices, tablets, etc).
3. **WiFi Equipment.** The WiFi Equipment shall remain the personal property of Company. Customer shall reimburse Company for Company's costs to repair or replace, in Company's sole discretion, any WiFi Equipment that is lost, stolen, missing, modified or damaged within 30 days of receipt of an invoice from Company. Upon termination of the Agreement, Company shall have 6 months in which it shall be entitled, but not required to remove the WiFi Equipment.
4. **Terms of Service.** The WiFi Service is provided in accordance with Company's Web Services Terms of Service (the "Web Services Terms"), which are located at my.xfinity.com/terms/web and may be updated by Company from time to time. All WiFi End Users, including Customer, shall be required to agree to the Web Services Terms prior to accessing the WiFi Services Company shall have the right to deny access to the WiFi Service to WiFi End Users, including Customer, who violate or have violated the Web Services Terms.
5. **Disruption of Service.** Customer acknowledges that the WiFi Service is not fail-safe and is not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the WiFi Service could lead to severe injury to business, persons, property or environment ("High Risk Activities"). These High Risk Activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required. Company shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the WiFi Service, directly or indirectly caused by, or proximately resulting from, any circumstances, including, but not limited to, causes attributable to Customer or the Property; inability to obtain access to the Property; failure of any cable signal at the transmitter; failure of a communications satellite; loss of use of poles or other utility facilities; strike; labor dispute; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightening, earthquake, wind, ice, extreme weather conditions or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the WiFi Service.
6. **Security and Authentication.** Company shall deploy, manage, operate and upgrade (as appropriate) all security and authentication measures for use of the WiFi Service and the WiFi Hot Spot(s). Customer acknowledges that anonymous users will not be permitted to use the WiFi Service. Company may administer registration or other appropriate procedures sufficient to enable Company to identify the WiFi End Users as necessary to address service or abuse of service issues and to comply with applicable law. Customer shall reasonably cooperate with Company to address service or abuse of services issues on the Property or to identify WiFi End Users or others attempting to use the WiFi Service on the Property.

7. **Limitation on Resale/Redistribution.** Customer may not resell or otherwise make available the WiFi Service to any other Internet or wireless service provider or make it otherwise available on any wide area network or similar basis or on any other contiguous geographic basis. Customer shall not utilize the WiFi Service or the WiFi Hot Spot(s) for the purpose of deriving, creating or otherwise offering services or applications.
8. **Indemnification.** In addition to and not in lieu of the indemnification obligations set forth in the Agreement, Customer shall indemnify, defend and hold harmless Company and its directors, officers, employees, agents, subsidiaries, affiliates, successors and assigns from and against any and all claims (i) asserted by or on behalf of any WiFi End User of the WiFi Service; (ii) arising out of the use of the WiFi Service or WiFi Hot Spot(s).
- 9.

TV Cable Internet Committee, Joe Holler's proposal re CCConsultants Contract

August 28, 2023

The Internet/TV Ad Hoc Committee is tasked with finding the next Internet and TV provider to follow Comcast, whose contract terminates in June of 2025, and making a recommendation to the board.

After months of gathering information, we have determined that the best solution for finding our next internet and TV provider is to involve an outside consultant that has extensive history in comparing the pros and cons of providers, in working with a number of providers while implementing a contract, and in negotiating the best contract for the future.

We have looked into two such consultants, Broadband Agreement Specialists, Inc. (BAS) and Community Cable Consultants (CCC). BAS apparently did not want to work with us because, after several phone calls, emails and exchanges of information, they did not get back to us. CCC, on the other hand, has shown strong interest in working with us. CCC also has a fair compensation program where they take a portion of the up-front door fee, as opposed to the other company's model of taking ongoing payments from the association over the course of the entire agreement. Additionally, CCC has worked on over 1500 associations in Florida alone, and has excellent local references in Venice and surrounding areas. To that end, the committee recommends to the board that they hire Community Cable Consultants (CCC).

Five of the eight members of the committee back this recommendation, one abstained, and two (plus the Board's non-voting adviser on the committee) were in favor of accepting an offer that has been received from Comcast for a new 7-year contract worth approximately \$4 million.

A few of the item that we have discussed with CCC are:

1. CCC is prepared to offer us a benchmark contract guaranteeing a proposal from Comcast that would be financially better than the one we have been offered, AFTER paying CCC's fee. They will also provide us an updated Comcast proposal within 30 days.
2. In addition, CCC would obtain proposals from Comcast and other providers for fiber optic-based systems that would add a lot of value to our community.
3. In addition to obtaining proposals from prospective providers, CCC would act as a long term partner and liaison to ensure we receive everything a contract entitles us to.

TV Cable Internet Committee, Joe Holler's proposal re CCConsultants Contract

Two representatives of CCC are here today to address the board; Marcie Gershoni, President and Founder of CCC, on Zoom and Spencer Ohleyer, Director of Community Relations in person.

**REPORT TO VENETIA BOARD OF DIRECTORS RE
AUGUST MEETING OF
THE COMMITTEE FOR TV/INTERNET/PHONE CONTRACT (AD HOC)**

The August meeting of THE COMMITTEE FOR TV/INTERNET/PHONE CONTRACT (AD HOC) was held on August 14, 2023, with all members of the Committee attending either in person or via Zoom. Cindy Beckley, Chair of the Venetia Board of Directors, was also present in person.

Upon the Chair's calling the meeting to order, Joe Holler immediately made a motion to the effect that the Committee would recommend to the Board that it contract with Community Cable Consultants (hereafter, "CCC") to evaluate which among Comcast, Hotwire, Blue Stream and any other appropriate vendors Venetia should contract with, following the conclusion of Venetia's current agreement with Comcast, to provide television, internet and phone services to Venetia homeowners. (Despite the Chair's request for the text of the proposal, Mr. Holler failed to provide the Chair with such text as a result of which the Chair is unable to definitively state the terms of the motion.)

Thereafter, the Committee discussed the merits of the motion, including the Committee's inability to locate a second consultant willing to provide services similar to those proposed to be performed by CCC.

Subsequently, Alex Sarelas moved that the motion pending before the Committee be amended to add language to the effect that if the Board is disinclined to engage a consultant to assist it, the Board should enter into negotiations with Comcast to extend the existing agreement for five years on terms at least as favorable as those that Comcast and Mr. Sarelas had discussed. The Committee voted against Mr. Sarelas's proposal by a vote of 5 to 2 with 1 abstention.

Thereafter, the Committee voted to approve the motion made by Mr. Holler by a vote of 5 to 2 with 1 abstention, after which the meeting was adjourned.

[Subsequent to the adjournment of the meeting, CCC provided Mr. Holler with, to the best of my knowledge, two versions of a revised proposed CCC Consulting Agreement. The latest of these is attached to this Report.]

Respectfully submitted,

George Neidich

George Neidich, Chair

VNAOne Report

Work continues throughout the Neighborhood helping to make Ian just a memory.

Venetia Community Association, Inc.
Welcome Committee Report for August 28, 2023 Board of Directors Meeting

Cindy Beckley has beat the bushes to add members to this committee after the resignation of all but two members. And she has twisted my arm to be the chairwoman of the committee.

I want to thank each of those new members for volunteering for this committee. And thanks to the two original members for staying on the committee

We have a very important task, to reach out to our new residents to welcome them to our lovely community. Each of the committee members represents one of Venetia's sub-associations, so they will be asked to deliver a welcome bag to our new neighbors once we know that they have moved in to their new home.

VNA One is represented by Wendy Seeley and Bob Germain, Villa Vivaci by Tricia Vogel, Casa Di Amici by Linda Burnside, and Villa Paradiso by me, Margaret Eskey. Ideally we should try to get another committee member from Villa Vivaci, as Tricia is away from Venetia seasonally.

Sue Luterbach has volunteered to make up the bags as needed, and when ready, Sue will contact one of you to pick up the bag from her for delivery.

Cindy will join the committee as an advisor, and we will be purchasing items and collecting booklets, maps, etc. from the Venice Chamber of Commerce. We have ordered and received plastic stemless wine glasses to be imprinted with the Venetia logo and they look very nice. Each welcome bag will include two of these wine glasses. Sue will make up the bags, and then call one of the committee members to pick up the bag and deliver it to the new residents.

For the record, I am submitting the following members of the new Welcome Committee:
Margaret Eskey, Chairwoman, 630-209-3336, mmargareteskey@gmail.com
Sue Luterbach, 262-844-0360, bluesue65@yahoo.com
Tricia Vogel, 317-652-6060, triciavogel@gmail.com
Linda Burnside, 941 303-3993, lbayshore@yahoo.com
Bob Germain, 941-492-5327, rgg4@comcast.net
Wendy Seeley, 203-417-2085, wendyseeley62@gmail.com
Cindy Beckley, Advisor, 315-369-5026, cbeckley1@comcast.net

Margaret Eskey, Chairwoman, VCA Welcome Committee