### State of Florida



# Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

DATE:

March 28, 2014

TO:

Carlotta S. Stauffer, Commission Clerk, Office of Commission Clerk

FROM:

Peter H. Lester, Professional Accountant Specialist, Division of Accounting &

Finance

RE:

Docket No. 130210-WS, CHC VII, Ltd., Staff assisted rate case

Attached is a letter (with attachments) from Robert Nicely, a customer of the above water and wastewater utility. Please file this in the docket file with its own document number. Thank you and please let me know if you have any questions.

PL/pl

cc: Lee Eng Tan
Curt Mouring
Clarence Prestwood
Sonica Bruce
Melinda Watts

14 MAR 28 PM 1:51

## FAX/MEMO

Robert E. Nicely NY Home 716-693-1215 Cell 716-830-1899 (Fax 716-694-7802) Florida 863-299-8719 (and Fax)

DATE: March 24, 2014
TO: Peter Lester 850-413-6468 V
REF: Nocket # 130210-WS
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NUMBER OF PAGES INCLUDING COVER: _//_
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Robert E. Newly / g.

Florida Public Service Commission Via Fax to: Peter Lester 850-413-6468 Lee Eng Tan 850-413-6186

Re: Docket #130210-WS by CHC VII, Ltd

I am a concerned resident of Swiss Golf and Tennis and Hidden Golf ("SG&T and HG") and I am present to address the Florida Public Service Commission regarding the concerns of our community with regard to the above referenced Docket by CHC VII, Ltd. ("CHC"), the sole owner of SG&T and HG.

In 2007, CHC was petitioner to the PSC Docket #070415 that resulted in a finding of overages of income and a recommendation to use the overage to improve the system (new meters, etc.). CHC rejected that proposal and withdrew their 2007 petition (see attachment 1).

What has changed since then? From my perspective as a resident, I believe nothing has changed. Same old meters, same bad tasting water.

What has changed dramatically is the financial structure of CHC. In 2007 they were joint debtors in a \$37 million mortgage with others. On July 2, 2012 that mortgage was changed to a single debtor, CHC. The debt was increased \$11 million to approximately \$47 million. Interest on the debt was reduced to \$4.18 a/p and was guaranteed by Fanny Mae (see attachments 2,3,4,5,6).

In 2012, CHC made a financial filing in a tax rate case in Polk County. They deducted the total interest on the debt of over \$2.7 million (see attachment 7) to reduce their income to less than \$100,000. Where is the \$11 million and where are the earnings from it. If CHC is the sole debtor, then it should have income from \$11 million of at least \$400,000. The absence of this reflects adversely as to the validity of their apportionment of office and labor expenditures dedicated to the utility.

Part of our park is in the City of Winter Haven water district. They have two meters.

One for irrigation and one for house water use. The rates are different for each. They also have a vacation rate - a monthly base charge for water and a metered charge for irrigation. Irrigated water is cheaper than the house water rate. Furthermore, Winter Haven is a municipality whereby the income, if any, goes to benefit its residents. The CHC income benefits its partners. Since over 50% of the residents are in residence only 5 or 6 months per year, two meters should be required to be installed prior to any increase being applied to their residence (part of your recommendation in 2007 was that meters be replaced).

Sweetwater Community, Inc. is a resident owned park. It appears to have been developed and owned by the same limited partnerships that developed SG&T and HG. It has approximately 400 units and has the same amenities as SG&T and HG, they too, have an 18 hole golf course. I was given the privilege of reviewing their accounting records, in part.

At present, the monthly stipend is \$268.00/unit. That includes basic cable, trash removal, free entertainment, pool area, club and pub privileges, tennis courts, an 18 hole golf course, etc. They hire a licensed private contractor to maintain the water and waste water facilities at \$7,000 per month. The contractor has a person on site six days a week and on call 24 hours. The golf course is in pristine condition and owners pay \$2.00 per round. CHC charges \$20.00/round and the residents at SG&T and HG pay for their own cable and trash removal.

Sweetwater income is approximately \$110,000/mo. from the units and approximately \$25,000 from miscellaneous sources. They are able to maintain the park in pristine condition, pay all bills and build up a reserve of over \$500,000 and recently paved all streets. CHC streets are in need of paving, especially the easement street leading to our south gate.

I respectfully request:

First. Deny CHC request. If you correctly appropriate the income from the \$11 million and the labor and unaccounted water, the water and waste water system would have a positive balance.

Second. Before any rate increases are put in place per residence, require CHC to install two new meters per household, one for irrigation and one for water. Set a fair monthly rate for irrigation while the premises are vacant and a vacation rate similar to the City of Winter Haven.

Third. Replacing the meters could substantially lower labor costs (see Ledger article, attachment 8).

Lastly, after a year of experience with the new meters, the system should be reviewed and a final determination should be made as to the fairness of the rates.

Thank you for allowing me 3 minutes to address the Commission on April 10, 2014.

Respectfully submitted,

Robert E. Nicely, Concerned Resident (863-299-8719)

383 Tennis Lane

Winter Haven, FL 33881

SIACL

Docket No. 070415-WS Date: December 13, 2007 attachment # 1

Issue 5: What are the appropriate amount of test year revenues in this case?

<u>Preliminary Recommendation</u>: The appropriate amount of test year revenues in this case are \$204,245 for the water system and \$87,888 for the wastewater system. (Lingo, Deason)

Staff Analysis: The utility reported test year revenues of \$142,085 for the water system and \$83,134 for the wastewater system. However, staff auditors discovered that the utility failed to bill its general service and irrigation customers (all related parties to the utility), thereby greatly understating revenues. In addition, staff auditors discovered irregular billing cycles.

Based on detailed billing information obtained from the utility, staff recalculated test year revenues. Staff recommends revenue imputations of \$62,160 for the water system and \$4,754 for the wastewater system. Staff's recommended revenues also reflect the correction of any irregular billing cycles that occurred during the test period. Imputation of revenues in this case is consistent with how unbilled customers and the associated revenues have been handled in prior cases. Based on the foregoing, staff recommends that the appropriate amount of test year revenues in this case are \$204,245 for the water system and \$87,888 for the wastewater system.

Order No. PSC-97-0931-FOF-WU, issued August 5, 1997 in Docket No. 961447-WU, In re: Application for staff-assisted rate case in Lee County by Spring Creek Village, Ltd.

Attachment 2

Prepared By & Return To: Ronald L. Clark, Esq. Post Office Box 6559 Lakeland, Florida 33807 IMPTR # 2000123513

OR ME 04507 PG 1494

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## MORTGAGE AND SECURITY AGREEMENT

## BANK OF AMERICA, N.A.

This mortgage and security agreement ("Mortgage") made this 25" day of , 2000, by and between Hidden Cove, Ltd., a Florida limited partnership, whose mailing address is Post Office Box 5252, Lakeland, Florida 33807 ("Hidden Cove"), Lucerne, Ltd., a Florida limited partnership, whose mailing address is Post Office Box 5252, Lakeland, Florida 33807 ("Lucerne"), Hidden Cove West, Ltd., a Florida limited partnership, whose mailing address is Post Office Box 5252, Lakeland, Florida 33807 ("Hidden Cove West"), H&W, Ltd., a Florida limited partnership, whose mailing address is Post Office Box 5252, Lakeland, Florida 33807 ("H&W"). Century Financial Center, Ltd., a Florida limited partnership, whose mailing address is Post Office Box 5252, Lakeland, Florida 33807("Century Financial"). Sunco Properties, Ltd. VI, a Florida limited partnership, whose mailing address is Post Office Box 5252, Lakeland, Florida 33807 ("Sunco"). Highlands Lake, Ltd., a Florida limited partnership, whose mailing address is Post Office Box 5252. Lakeland, Florida 33807 ("Highlands Lake"), CHC VII. Ltd., a Florida limited partnership, whose mailing address is Post Office Box 5252, Lakeland, Florida 33807 ("CHC VII"), Plantation Landings. Ltd., a Florida limited partnership, whose mailing address is Post Office Box 5252, Lakeland, Florida 33807 ("Plantation") and CRF II, Ltd., a Florida limited partnership, whose mailing address is Post Office Box 5252, Lakeland, Florida 33807 ("CRF") (Hidden Cove, Lucerne, Hidden Cove West, H. & W. Century Financial, Sunco, Highlands Lake, CHC VII, Plantation and CRF shall be collectively referred to herein in as "Mortgagor" and individually as "Individual Mortgagor"), and BANK OF AMERICA, N.A., whose mailing address is 331 South Florida Avenue, Lakeland, Florida 33801 ("Mortgagee")

WHEREAS, Moragagee and Moragagor have emered into a Loan Agreement of even date herewith ("Loan Agreement"); and

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of Four Million Eight Hundred Thousand and No/100 Dollars (\$4,800,000.00) together with interest thereon, as evidenced by the promissory note of even date herewith ("Note"), executed by Mortgagor and delivered to Mortgagoe, the final payment of which is due on or before August 5, 2005 which by reference is made a part hereof to the same extent as though set out in full herein, and

WHEREAS, Mortgagor has executed an Environmental Compliance and Indensification Agreement in favor of Mortgagoe (the "Environmental Agreement") dated today, under which finds may be awed to Mortgagoe by Mortgagor;

	A NAME & DAY	LORIDA UNIFORM STATEMENT FOR:	M		RECOR RICHS POLK	GEB PRS RED BY/B RED WEI	012116: 0546-8595 2/2012 05; 85, CLERK	PG(g) 18 89:56 par		
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	i	"A" annexed hereto	and made	a part hereof						
5	5. ALTERNATE DESIGNATION (IF apply with) LIBSSEPALESSOR CONSIGNER/CONSIGNOR BARLEFBALLOR  AG LIEN NON-DCC FILENCE SELL-SERBUYER									
	6. Florida DOCUMENTARY STAMP TAX - YOU ARE REQUIRED TO CHECK EXACTLY ONE SOX  All documentary stamps due and poyable or to become due and payable pursuant to a. 201.22 F.S., here been paid.  Florida Documentary Stamp Tax is not required.									
[	7. OPTIONAL PILER REFERENCE DATA File With Polk County, Florida W&D/Hidden Golf and Swiss Golf MHC (1866-74)									
_	44	R REFERENCE DATA FO	e with Polk	County, Flori	ta W&D/Hidde	n Golf and	Swiss Golf I	MHC (1866-74)		

# Attachment#4

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P	INSTR # 2012116788 BK 98688 PGG 9559-8589 PG(c) 31 RECORDED 97/R2/2812 85189:56 PM RICHARD N WEISS, CLERK OF COURT POLK COUNTY HTG BOC 3A, 948. 35 INTANG TAX 22, 256. 19 RECORDED BY S CUTTSINGET  THIS SECURITY INSTRUMENT PREPARED BY, AND AFTER RECORDING RETURN TO: Michael Herman, Esq.  Cassin & Cassin LLP 2900 Westchester Avenue, Suite 402 Purchase, New York 10577 Attention: Recording Department	
	CONSOLIDATED AMENDED AND RESTATED MULTIFAMILY MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (FLORIDA)	
	Hidden Golf and Swise Golf MHC  1 Century Drive Winter Haves, Fjorida 33881	
	THIS IS A RENEWAL AND CONSOLIDATION MORTGAGE SECURING THE RENEWAL OF THAT CERTAIN PROMISSORY NOTE DATED JANUARY 9, 2009. THIS MORTGAGE EVIDENCES AN INCREASE THERETO IN THE AMOUNT OF 59,646,469.00, DOCUMENTARY STAMP TAX ON THE ORIGINAL OBLIGATION HAS BEEN PULLY PAID.	
	[PROVISION 1 - CHECK BOX IF INTEREST RATE IS FIXED] THIS IS A BALLOON MORTIGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE BUE UPON MATURITY IS \$37,963,810.78, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGES (LENDER) UNDER THE TERMS OF THIS SECURITY INSTRUMENT.	
	IPROVISION 2 - CHECK BOX IF INTEREST RATE IS VARIABLE] THIS IS A BALLOON MORTGAGE SECURING A VARIABLE ADJUSTABLE RATE OBLIGATION, ASSUMING THAT THE INITIAL RATE OF INTEREST WERE TO APPLY FOR THE ENTIRE TERM OF THE SECURITY INSTRUMENT, THE FINAL PRINCIPAL FAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY WOULD BE APPROXIMATELY 5 TOGETHER WITH ACCRUDE RITEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGER (LENDER) UNDER THE TERMS OF THIS SECURITY INSTRUMENT. THE ACTUAL BALANCE DUE UPON MATURITY MAY VARY DEPENDING ON CHANGES IN THE RATE OF INTEREST.	
	Fannie Mac Consolidated, Amended and Restated Multifactily Security Instrument  Florida  Only  O	
	Book8688/Page550 CFN#2012116788 Page 1 of 31	

## attachment #5

Zoom Out Zoomin Fit To Width Fit To Height Rotate CONSOLIDATED, AMENDED AND RESTATED MULTIFAMILY MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING AMENDED AND RESTATED MULTIFAMILY This CONSOLIDATED, MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (as amended, restated, replaced, supplemented, or otherwise modified from time to time, the "Security Instrument") dated as of June 29, 2012, is executed by CHC VII. LTD., a limited partnership organized and existing under the laws of Florida, as mortgagor ("Borrower"), to and for the benefit of WALKER & DUNLOP, LLC, a limited liability company organized and existing under the laws of Delaware, as mortgager ("Leader"). RECITALS: Lender is the holder of a promissory note dated January 9, 2009, in the original principal amount of Thirty-Seven Million Five Hundred Thirteen Thousand Six Hundred and 00/100 Dollars (\$37,513,600.00) (the "Original Note") made by Borrower and payable to the order of Grandbridge Real Estate Capital LLC ("Original Leader"). The Original Note is secured by a Consolidated, Amended and Restated Multifamily Mortgage, Assignment of Loases and Rents, Security Agreement and Fixture Filing dated January 9, 2009, from Borrower to and for the benefit of Original Lender, recorded among the Public Records of Polk County, Florida in Official Record Book 7798, at Page 157 (as amended, restated, replaced, supplemented, or otherwise modified from time to time, the "Original Mortgage") on certain improved real property located in Polk County, Florida. The Original Note is being consolidated, amended and restated in its entirety to reflect among other things, a change in the interest rate and terms of payment and an increase in the original principal amount from Thirty-Seven Million Five Hundred Thirteen Thousand Six Hundred and 00/100 Dollars (\$37,513,600.00) to Forty-Seven Million One Hundred Sixty Thousand and 00/100 Dollars (\$47,160,000.00). The Original Mortgage has been assigned by Original Lender to Lender pursuant to an Assignment, dated as of June 29, 2012 and recorded or intended to be recorded among the Public Records of Polk County, Florida, immediately prior hereto. Borrower and Lender now desire to amend and modify the terms of the Original Mortgage and have agreed, for purposes of convenience, to consolidate, amend and ressate the Original Mortgage, in its entirety. NOW, THEREFORE, Borrower and Lender, by its acceptance hereof, in consideration of the mutual promises and agreements contained in this Agreement, each hereby covenant and agree as follows:

> Fannie Mac Complideted, Amended and Restrict Multifamily Security Instrument

Form 6025.FL.AR

Page 1 © 2011 Fannie Mee

Book8688/Page552 CFN#2012116788

Page 3 of 31

# attachment# 6

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	IN WITNESS WHEREOF, Borrower has signed and delivered this Security Instrument under seal (where applicable) or has caused this Security Instrument to be signed and delivered by its duly authorized representative under seal (where applicable). Where applicable law so provides, Borrower Intends that this Security Instrument shall be deemed to be signed and delivered as a sealed instrument.  Witness:  BORROWER:  BORROWER:  BORROWER:  CHC VII, LTD. a Florida limited partnership  By:  CENTURY PROPERTIES MHP, LLC, a Florida limited historide Habitity company, its General Partner:  By:  STATE OF FLORIDA  ISS  COUNTY OF POIK  I. SLEAMA G. TOURING a Notary Public in and for the said County in the State aforosial, do a hereby certify that BENJAMIN D. E. FALK, known to me to be the same person whose name is substrained to the foregoing instrument as VICE PRESIDENT of CENTURY PROPERTIES MHP, LLC, a Florida limited partnership, specared before me this day in person and acknowledged that he, being thereunto duly authorized, signed, and delivered the said instrument as the free and voluntary act of said limited partnership company, and as his own free and voluntary act of said limited partnership company, and as his own free and voluntary act of said limited partnership company, and as his own free and voluntary act of said limited partnership company, and as his own free and voluntary act, for the uses and purposes therein set forth.  GIVEN under my hand and notarial seal this  CIVEN under my hand and notarial seal this  CIVEN traces a measure  HOUSE of Identification Produced)  Fannic Mac Comobilisted, Amended and Restated  Type as Commissioned.  Progressially known to rea, or  Produced Identification Produced)	
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	Book8688/Page572 CFN#2012116788 Page 23 of 3	1

\$ (2.832,464.45)

0344

PAGE 10

Attachment # 7

Received On: 10/29/2012 1:18:39 PM

TOTAL OTHER INCOME AND EXPENSES

#### Premioners Evidence

Petition No: 2012-00025

STATEMENT OF INCOME

For the Period Engled DECEMBER 31, 2011

\$ 82.708.59

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Averaged 6 vacancies in singlewide section in 2011

Hom the count

THE LEDGER • THURSDAY, MARCH 20, 2014 • WWW.THELEDGER.COM

# **Polk City Replacing Water Meters**

BY CODY DULANEY LEDGER MEDIA GROUP

POLKCITY | With the hope of increasing utility revenue agreements. and efficiency, the city will

imously authorized staff Mon- Meters. day night to proceed with a citywide water meter replacement program.

contract and financing agreement with Master Meters for the program, with a \$150,000 down payment.

The return on investment will be almost immediate, City hours per month. Manager Patricia Jackson said.

said.

seven water meter types under provides monthly usage. three brand names, and it takes 82 hours of labor per send a message tricity work

so much time that it's affecting the rest of the utility operations," City Attorney Tom located. Cloud said.

rate

To maintain the equipment, them. spend more than \$300,000 to Polk City spends nearly \$4,500 replace 1,200 water meters, per year between Sunstate

With the council's authorization Monday, all water meters in the city will be replaced The staff will work out a with the same Master Meters city's water system. system.

> Reading the meters is expected to require only 20 hours of labor per month, reducing labor by more than 60 water.

not only show water use by "Not only with revenue but, gallons but also provide dealso in efficient labor," she failed information on hourly. dally and monthly consump-Currently, Polk City uses from The current system only

And the new meters will month to read all the meters ers in case of mattunctions, Reading the meters takes evidence of tampering or backflow issues, allowing the problem meter to be easily

The city has had problems

In addition to the labor costs, in the past because many memaintenance broken, making it difficult to discover problems and correct

Water meters slow with age, which produces inaccurate City Council members unan Meter & Supply and Master readings and inequalities throughout the payment system, said Glenn Burden, area manager with Woodard & Curran, which maintains the

> Customers with old meters are typically paying less than other residents on the same street for the same amount of

"You will gain extra reve-In addition, the system will nue, but it's also about fairness," Burden said. "Everyone will be paying the same amount for the same amount of water usage, which also takes away wasted labor.

> "This is a sound investment for the city," he said.

ducting a test on 50 water me- the April 21 meeting. ters throughout the city. Those 50 meters were replaced with [Cody Dulaney can be reached the new system, and staff re- at cody.dulaney@newschief.com viewed the data after six or 863-401-6969. Followhim on months.

The results showed a 23 perthe city also pays for two sepa-ters are outdated, damaged or cent increase in revenue, and with the savings in labor and increased efficiency, the new systems earned 60 percent of the cost of the 50 meters installed during that time.

> The increase in revenue was because of the more accurate readings and labor efficiency. Jackson said.

> "There is no question in my mind, we have to do this," council member Trudy Block said, "but the question is: How do we fund it?"

> The commission wants to pay half of the \$300,000 cost up front and finance the remaining \$150,000 over seven years at an interest rate of 2.49 percent. The price covers 1,200 water meters, 200 registers to read the meters, miscellaneous equipment and the labor to install the system.

The contract is expected to Last year, staff began con- be ready for council review at

Twitter @dulaneycd. ]