

Angela Charles

From: Cristina Slaton
Sent: Tuesday, August 05, 2014 2:05 PM
To: Commissioner Correspondence
Subject: Docket Correspondence 130269-WU
Attachments: SKMBT_36314080511260.pdf

Please place the attached letter received in Commissioner Balbis' office in docket correspondence – consumers and their representatives in Docket No. 130269-WU.

Thank you,
Cristina

July 28, 2014



Mr. Adam R. Hill
Engineering Specialist
Florida Public Service Commission
Bureau of Reliability and Resource Planning
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

Subject: Filing of Citizen Protest to Transfer of Certificate, Docket No. 130269-WU

Gentlemen:

I hereby request that my name be added to the official list of interested citizens filing a protest to and request for denial of the joint application for authority to transfer the assets of Venture Associates Utilities Corp. and Certificate No. 488-W in Marion County, Florida to Ocala Palms Utilities LLC.

Forthwith, I hereby submit my protest as an attachment to this letter, along with the necessary documents validating my request.

Please acknowledge your receipt of this letter and enclosures, and notify me of any actions regarding this case.

In addition, I hereby request that the PSC postpone the hearing of this request to allow time for the residents of Ocala Palms community to obtain a decision by the City of Ocala regarding their request to have their community annexed into the City of Ocala, which is the intent of the community.

Sincerely,

A handwritten signature in blue ink that reads "J. Lentz".

Janis M. Lentz
13799 S.W. 114th Terrace
Dunnellon, FL 34432

Enclosure: Protest of Docket No. 130269-WU, with supporting documents

copy to:

July 28, 2014

PROTEST OF AND REQUEST FOR DENIAL OF TRANSFER OF WATER UTILITY,
Reference Docket No. 130269-WU; Certificate No. 488-W, Marion County FL

I hereby object to, protest and request that the Florida Public Service Commission deny the cited request transfer of ownership of the water utility serving the Ocala Palms Golf and Country Club community, namely to Ocala Palms Utilities, LLC whose principal owner is Christopher B. Zacco, for the following reasons:

1. The transfer of ownership would not be in the best interests of the customers, namely Ocala Palms community's property owners, financial or otherwise.
2. From 1994 to the present, Christopher Zacco has engaged in dishonesty, financial fraud, deception, incompetence and gross mismanagement in his dealings with the property owners in Cherrywood Estates community in his capacity as a principal of Cherry Developers, Inc. and as the principal of Cherrywood Property Management LLC from December 2008 to the present. Mr. Zacco has continuously breached his contractual, fiduciary obligations to the property owners of Cherrywood Estates to "always act reasonably and in their best interests". Mr. Zacco has misappropriated and converted to his own enrichment the majority of \$1.7M+ annually that he and his brother, John J. Zacco, dba Cherry Developers, Inc. have collected under protest from the 729 property owners in Cherrywood Estates. He arbitrarily and capriciously appointed himself, without a vote of consent by the mandatory fee-payers in Cherrywood Estates (as is required by Florida statutes) the "owner" and controlling entity of Cherrywood Estates, a full five (5) years after the last lot was sold. Florida law requires the prompt turnover of control and management of the Homeowners Association at 90% buildout of the community. The Zacco family, which includes Christopher Zacco, refused to comply with the property owners' demand for turnover and he has been operating and profiting from this improper extortion of fees from this community with impunity. Two criminal complaints residents of Cherrywood Estates filed in 2008 and 2011 met with State Attorney Brad King's refusal to prosecute, in spite of probable cause having been established by the Marion County Sheriff's Office. We contend that undue influence of some sort was exerted upon various elected and appointed officials of Marion County in this matter and in a long series of statutory violations by the Zacco family, not the least of which was their known, unlicensed status in the construction of homes in Cherrywood Estates and Hardwood Trails subdivision.
3. Christopher Zacco prepared and submitted falsified, unsigned, and unaudited Developer Annual Financial Reports for the fiscal years 1999 through 2003 to the Marion County Clerk of the Court and Cherrywood Estates residents, in violation of Florida statutory requirements that a fully detailed accounting of all receipts and expenditures of the fee-payers fees, complete with a CPA-audited signature, be made 90 days after the end of the developer's. fiscal year. Submitting falsified written documents to an official is designated a misdemeanor in the Florida statutes. From 2008 through 2014, the current fiscal year, Christopher Zacco has failed to furnish any certified Annual Financial Reports to the property owners of Cherrywood Estates. In April 2013, this requirement became case law, that any controlling entity in a community where mandatory monthly fees are collected by that controlling entity, must mail a copy of said Financial Report, complete with auditor's signature, to every fee-payer in the community. (see

Flescher v. Oak Run Communities, Florida Fifth District Court of Appeals.)

3. Christopher Zacco, principal of Ocala Palms and proposed principal of Ocala Palms Utilities LLC, has lived full-time since 2011 at 127 E. Davis Boulevard, Unit "A", Tampa, Florida, which is located approximately 90 miles away from the Ocala Palms community. (Mr. Zacco is registered with the Hillsborough County Supervisor of Elections at this address.) As such, Mr. Zacco proposes to be the absentee owner of this utility, and would not be present to oversee the daily management of the water utility or common elements at Ocala Palms—much as he has operated as an absentee owner at Cherrywood Estates. The effect has been the neglect of timely maintenance of the common elements in that community. In addition, Christopher Zacco's history has been one of never returning phone calls, letters, emails, etc. of any Cherrywood Estates resident. Likewise, he has consistently refused to meet with residents there, when requested, to discuss or resolve problems when they have arisen in the community. Florida statutes require the Registered Agent and/or controlling entity (Mr. Zacco) to be available to perform these necessary functions as needed in a mandatory-membership homeowner association community, which is what each buyer in Cherrywood Estates was promised in their sales contract. Indeed—any customer expects a legitimate businessperson to be available and respond to their communications. Until recently, Christopher Zacco was listed with the Div. Of Corporations as the Registered Agent for Cherrywood Property Management, and as such is expected to be available "to conduct business, respond to emergencies, and respond to communications of individuals with which the corporation is engaged in business." This failure to be available is a clear indicator that Mr. Zacco and his employees are operating in bad faith, and not in the best interests of the fee-payers. In short, no legitimate businessperson operates in this manner.
5. Christopher Zacco has misappropriated and converted an estimated millions of dollars from the Cherrywood Estates Homeowners Association, a not-for-profit corporation, Regions Bank account or Bank of America account from 1999 to 2003, and then 2008 to the present, a portion of which he used to pay perhaps 35 attorneys he hired to conduct various personal lawsuits (2003 through the present), all in violation of Florida statutes. One payment alone of \$670,000 was made from this account to McLin, Bernsed Law Firm, all without the knowledge or prior approval of the 729 fee-payers in Cherrywood Estates. (see attached Marion County Circuit Court docket)
6. As evidence of his financial mismanagement, due to his failure to make payments on a \$500,000 home mortgage on his homestead at 1217 S. E. 7th Street, Ocala, Christopher Zacco was forced to forfeit the deed (in lieu of foreclosure) on this \$900,000 property to Community Bank of Florida, Homestead. At the same time, on December 31, 2013, he was forced to forfeit two parcels of land totalling 130 acres to the same bank, due to failure to keep current on payments on loans. Such financial mismanagement seems to be a disqualifier that would prevent the PSC from approving Mr. Zacco's ownership of the water utility for any community, let alone one the size of Ocala Palms. There are other alarming indicators of Mr. Zacco's financial recklessness and involvement in fraudulent schemes (available on request) that would endanger the best interests, property values and general wellbeing of the property owners in Ocala Palms. In fact, Christopher Zacco's conduct over the last twenty years in Marion County, and prior to that in South Florida, betrays the fact that he (and his brother and father) are not legitimate business operators. Indeed, the basis of one bitter, five-year lawsuit by Mario Zacco and John Zacco, was his dismissal as President of Cherry Developers Inc. in 2003 with the accusation that he (Christopher Zacco) had embezzled over \$400,000 of Cherrywood Estates Homeowners Association members' amenity fees from its bank account.
7. I have not touched on Christopher Zacco's despicable history of threats of lawsuits, threats of physical harm, extortion, and denial of civil rights against the property owners in Cherrywood

Estates, nor the millions of dollars in lost equity in their homes, as a direct result of his reckless actions, that those property owners have suffered over approximately twenty (20) years.

In conclusion, I strongly recommend that you spare the property owners in Ocala Palms (many of whom have already sold and left) the outrageous future they will endure if Ocala Palms Utilities LLC is allowed to take over ownership of their water supply. The facts layed out above may be verified in the court records of the Marion County Circuit Court and in the archives of the Ocala Star Banner, which published many articles chronicling the travails suffered by the residents of Cherrywood Estates and Hardwood Trails subdivision.

Sincerely,

A handwritten signature in blue ink that reads "J. Lentz". The signature is fluid and cursive, with a large initial "J" and a stylized "Lentz".

Janis M. Lentz
13799 S.W. 114th Terrace
Dunnellon, FL 34432

Enclosures

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: August 1, 2014
TO: Carlotta S. Stauffer, Commission Clerk, Office of Commission Clerk
FROM: Adam Hill, Engineering Specialist, Division of Engineering *AH PV*
RE: DN 130269-WU -Joint application for authority to transfer the assets of Venture Associates Utilities Corp. and Certificate No. 488-W in Marion County, Florida to Ocala Palms Utilities, LLC.

Please file the attached response letter to consumer, Ms. Janis Lentz, in the correspondence side of the above mentioned docket file.

Thank you.

COMMISSIONERS:
ART GRAHAM, CHAIRMAN
LISA POLAK EDGAR
RONALD A. BRISÉ
EDUARDO E. BALBIS
JULIE I. BROWN

STATE OF FLORIDA



DIVISION OF ENGINEERING
TOM BALLINGER
DIRECTOR
(850) 413-6910

Public Service Commission

August 1, 2014

Ms. Janis Lentz
13799 S.W. 114th Terrace
Dunnellon, FL 34432

Re: Correspondence in Docket No. 130269-WU – Joint application for authority to transfer the assets of Venture Associates Utilities Corp. and Certificate No. 488-W in Marion County, Florida to Ocala Palms Utilities, LLC.

Dear Ms. Lentz:

Thank you for your correspondence regarding Docket Number 130269-WU. Though the protest period for this transfer has expired, your letter has been placed in the docket file. The staff recommendation regarding the transfer was filed on Thursday, July 31, 2014, and the matter is scheduled to be heard by the Commission at its August 12, 2014 Commission Conference. A copy of the recommendation is attached.

Procedures allow for customer participation at the Commission Conference. If you wish to address the Commission in person on this matter, please let us know by noon on Friday, August 8, 2014.

You may also monitor this docket by visiting our website at www.floridapsc.com and clicking on the "Clerk's Office" menu on the top and then clicking on "Dockets" and searching using the Docket Number.

Should you have any questions, feel free to contact me via email at AHill@PSC.STATE.FL.US or telephone at (850) 413-6425.

Sincerely,

A handwritten signature in blue ink that reads "Adam Hill".

Adam Hill

Engineering Specialist

Bureau of Reliability and Resource Planning

AH:pz

Enclosure

cc: Office Commission Clerk (DN 130269-WU)
Division of Engineering (King)

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: July 31, 2014

TO: Office of Commission Clerk (Stauffer)

FROM: Division of Engineering (Hill) *Handwritten: Hill, MTS, DE, ALM*
Division of Accounting and Finance (Frank, Springer) *Handwritten: Frank, Springer*
Division of Economics (Thompson) *Handwritten: Thompson, J.W.D., PA*
Office of the General Counsel (Lawson) *Handwritten: Lawson*

RE: Docket No. 130269-WU – Joint application for authority to transfer the assets of Venture Associates Utilities Corp. and Certificate No. 488-W in Marion County, Florida to Ocala Palms Utilities, LLC.

AGENDA: 08/12/14 – Regular Agenda – Interested Persons May Participate

COMMISSIONERS ASSIGNED: All Commissioners

PREHEARING OFFICER: Balbis

CRITICAL DATES: None

SPECIAL INSTRUCTIONS: None

Case Background

On November 8, 2013, Venture Associates Utilities Corp. (Venture) filed an application for the transfer of Certificate No. 488-W to Ocala Palms Utilities, LLC (Ocala Palms) in Marion County. The service area is located in the Southwest Florida Water Management District and is in a water use caution area. According to Venture's 2013 Annual Report, it serves 1,059 water customers with operating revenue of \$612,143, which designates it as a Class B utility.

Certificate No. 488-W was originally granted in 1987.¹ In 1993, the Commission approved an allowance for funds used during construction.² In 1994, there was an amendment to

¹ See Order No. 18121, issued September 8, 1987, in Docket No. 860872-WU, In re: Application of Venture Associates Utilities Corporation for water certificate in Marion County.

Docket No. 130269-WU
Date: July 31, 2014

include additional territory.³ In 1995, there was a new class of service added to Venture's tariff.⁴ In 1996, main extension and meter installation charges were approved as Contributions-in Aid-of-Construction (CIAC).⁵ In 1997, there was a transfer in part to Palm Cay Utilities, Inc.⁶ In 2001 and 2002, Venture's tariffs were revised to reflect revised service availability charges due to City of Ocala impact fees.^{7,8} In 2006, there was an application for a staff assisted rate case which was denied due to Venture's revenue exceeding the maximum allowed for staff assistance.⁹

This recommendation addresses the transfer of the water system and the net book value of the water system at the time of transfer. The Commission has jurisdiction pursuant to Section 367.071, Florida Statutes (F.S.).

² See Order No. PSC-93-1170-FOF-WU, issued August 10, 1993, in Docket No. 930406-WU, In re: Application for approval of allowance for funds used during construction (AFUDC) rates in Marion County by Venture Associates Utilities Corp.

³ See Order No. PSC-94-1621-FOF-WU, issued December 30, 1994, in Docket No. 930892-WU, In re: Application for amendment of Certificate No. 488-W in Marion County by Venture Associates Utilities Corp.

⁴ See Order No. PSC-96-0120-FOF-WU, issued January 23, 1996, in Docket No. 951365-WU, In re: Application for a new class of service in Marion County by Venture Associates Utilities Corp.

⁵ See Order No. PSC-96-0790-FOF-WU, issued June 18, 1996, in Docket No. 930892-WU, In re: Application for amendment of Certificate No. 488-W in Marion County by Venture Associates Utilities Corp.

⁶ See Order No. PSC-98-1231-FOF-WU, issued September 21, 1998, in Docket No. 971670-WU, In re: Application for transfer of part of Certificate No. 488-W in Marion County from Venture Associates Utilities Corp. to Palm Cay Utilities, Inc.

⁷ See Order No. PSC-01-1436-CO-WU, issued July 3, 2001, in Docket No. 010444-WU, In re: Request for approval of tariff filing by Venture Associates Utilities Corp. in Marion County.

⁸ See Order No. PSC-02-0766-CO-WU, issued June 6, 2002, in Docket No. 020247-WU, In re: Request for approval of tariff increase for portion of tariff that applies to City of Ocala Impact Fees in Marion County by Venture Associates Utilities Corp.

⁹ See Docket No. 060349-WU, In re: Application for staff-assisted rate case in Marion County by Venture Associates Utilities Corp.

Discussion of Issues

Issue 1: Should the transfer of Venture's water system and Certificate No. 488-W to Ocala Palms be approved?

Recommendation: Yes. The transfer of Venture's water system and Certificate No. 488-W is in the public interest and should be approved effective the date of the Commission vote. The resultant order should serve as Ocala Palms' certificate and should be retained by Ocala Palms. Venture's existing rates and charges should remain in effect until a change is authorized by the Commission in a subsequent proceeding. The tariff pages reflecting the transfer should be effective on or after the stamped approval date on the tariff sheets, pursuant to Rule 25-30.475(1), Florida Administrative Code (F.A.C.). Ocala Palms should be responsible for filing the 2014 Annual Report and paying 2014 Regulatory Assessment Fees (RAFs) and should be responsible for filing all future annual reports and RAFs. (Hill, Frank)

Staff Analysis: On November 8, 2013, Venture and Ocala Palms filed a joint application for approval to transfer the Venture water system and Certificate No. 488-W to Ocala Palms. The application is in compliance with Section 367.071, F.S., and the Florida Administrative Rules concerning applications for transfer of certificates. The closing occurred on September 6, 2013, contingent upon Commission approval, pursuant to Section 367.071(1), F.S.

Noticing, Territory, and Land Ownership

The application contains proof of compliance with the noticing provisions set forth in Section 367.071, F.S., and Rule 25-30.030, F.A.C. From a pool of 1,059 customers, the Commission has received correspondence from six customers concerning the proposed transfer.¹⁰ Specifically, one customer raised concerns that Venture owed the City of Ocala anywhere from \$20,000 to \$50,000 for purchased water and implied that these debts had been outstanding for weeks if not months. Commission staff, after investigation, believes that Venture is current on all debts due to the City of Ocala.¹¹ Four of the six objecting customers asserted that the system should be annexed or otherwise transferred to the City of Ocala and implied that the City was intent on acquiring the system. Commission staff believes that these issues are not germane to this transfer. While there is a possible referendum effort underway, current documents provided by the City of Ocala indicate that the earliest date such a referendum would be held is March 2015 and if the referendum for annexation is approved, then any transfer of the system resulting from this referendum may well take several additional months. Staff believes that this potential referendum should not have any impact on the Commission's decision to transfer this certificate for two reasons. First, until such time as a utility is acquired by a municipality, the owners and operators of the utility must comply with the laws and regulations of the State of Florida which include maintaining the certificate that is the subject of this proceeding. Second, consideration of the referendum in this docket is not ripe since it is not

¹⁰ Additionally, staff received one correspondence on July 30, 2014 objecting to the transfer. This objection, which was filed outside of the protest period, contained similar concerns to those addressed in this recommendation.

¹¹ Commission staff does note that in the past year Venture has been overdue in paying its bills for purchased water once by a period of three days and once by a period of seven days. It is staff's opinion that these delinquencies are relatively minor and do not affect staff's recommendation regarding the proposed transfer.

certain that the referendum will be held; and if it is held, its outcome would have no weight until the results of the referendum are certified by the County Supervisor of Elections or the Florida Secretary of State. The Commission also received correspondence from one customer requesting information, which staff provided. The customer did not express objection to the transfer.

The application contains a description of Venture's water service territory, which is appended to this recommendation as Attachment A. Venture serves as a water reseller with no treatment facilities, and there is no land purchase associated with the transfer.

Purchase Agreement and Financing

Pursuant to Rule 25-30.037(2)(h) and (i), F.A.C., the application contains a copy of the Purchase Agreement, which includes the purchase price, terms of payment, and a list of the assets purchased. The customer deposits on Venture's books will be maintained by Ocala Palms and will be refunded at the appropriate time, in accordance with Rule 25-30.311, F.A.C. There are no guaranteed revenue contracts, developer agreements, customer advances, leases, or debt of Venture that must be disposed of with regard to the transfer. According to the Purchase Agreement, the total purchase price is \$500,000 for the portion of the assets attributable to water service, with 100 percent of the purchase price paid in cash at the closing. As noted, the closing took place on September 6, 2013, subject to Commission approval, pursuant to Section 367.071(1), F.S.

Facility Description and Compliance

Venture serves as a water reseller with no treatment facilities. Staff contacted the Florida Department of Environmental Protection (DEP) concerning the compliance status relative to any Notices of Violation or any DEP consent orders. DEP stated that the system is not subject to any outstanding violations or consent orders.

Technical and Financial Ability

Pursuant to Rule 25-30.037(1)(j), F.A.C., the application contains statements describing the technical and financial ability of the applicant to provide service to the proposed service area. According to the application, in addition to the water system, Ocala Palms also acquired all development assets served by Venture, as part of a larger commercial transaction. As such, there is an inherent interest by Ocala Palms to maintain and operate the system properly and efficiently. In addition, Ocala Palms has retained key Venture personnel with knowledge, training, and expertise to assist in the operation and maintenance of the utility system.

At this time, the service territory is at 100 percent build out. As such, there is no anticipated need for additional capital funds, other than for normal replacement of current assets. Staff has reviewed the financial statement of Ocala Palms and determined that the assertion made in an affidavit filed with the transfer application that Ocala Palms will supply the necessary funds if there is need for improvements above the level of internal funding, is reasonable.¹²

¹² See Document 06853-13, "Joint application for authority to transfer the assets of Venture and Certificate No. 488-W in Marion County to Ocala Palms. Exhibit C," p. 11.

Based on the above, it appears that Ocala Palms has demonstrated the technical and financial ability to provide service to the existing service territory.

Rates and Charges

Venture's rates were last approved in an application for amendment in 1996.¹³ Venture has also consistently filed index rate adjustments from 2001 through 2014. Venture's miscellaneous service charges, customer deposits, and service availability charges have been approved by the Commission in various other dockets.¹⁴ The Utility's existing rates and charges are shown on Schedule No. 1. Rule 25-9.044(1), F.A.C., provides that, in the case of a change of ownership or control of a utility, the rates, classifications, and regulations of the former owner must continue unless authorized to change by this Commission. Therefore, staff recommends that Venture's existing rates and charges remain in effect until a change is authorized by this Commission in a subsequent proceeding.

Regulatory Assessment Fees and Annual Reports

Staff has verified that the Venture is current on the filing of annual reports and RAFs through the closing date of September 6, 2013. Ocala Palms will be responsible for filing annual reports and paying RAFs from the closing date through the end of 2013 and all future years. Staff has verified that the 2013 Annual Report has been filed and that Ocala Palms is current on the payment of RAFs through December 2013.

Conclusion:

Based on the foregoing, staff recommends that the transfer of the water system and Certificate No. 488-W is in the public interest and should be approved effective the date of the Commission vote. The resultant order should serve as Ocala Palms' certificate and should be retained by Ocala Palms. Ocala Palms' existing rates and charges should remain in effect until a change is authorized by the Commission in a subsequent proceeding. The tariff pages reflecting the transfer should be effective on or after the stamped approval date on the tariff sheets, pursuant to Rule 25-30.475(1), F.A.C. Ocala Palms should be responsible for filing the 2014 Annual Report and paying 2014 RAFs and should be responsible for filing all future annual reports and RAFs.

¹³ See Order No. PSC-96-0790-FOF-WU, issued June 18, 1996, in Docket No. 930892-WU, In re: Application for amendment of Certificate Number 488-W in Marion County by Venture Associates Utilities Corporation.

¹⁴ See Order No. PSC-98-1231-FOF-WU, issued September 21, 1998, in Docket No. 971670-WU, In re: Application for transfer of part of Certificate No. 448-W in Marion County from Venture Associates Utilities Corp. to Palm Cay Utilities, Inc.; Order No. PSC-02-0648-TRF-WU, issued May 13, 2002, in Docket No. 020247-WU, In re: Request for approval of tariff increase for portion of tariff that applies to City of Ocala Impact Fees in Marion County by Venture Associates Utilities Corp.

Issue 2: What is the appropriate net book value for the water system for transfer purposes and should an acquisition adjustment be approved?

Recommendation: The net book value (NBV) of the water system for transfer purposes is \$528,760. This amount is based on an Original Cost Study which resulted in plant balances as of the closing date, September 6, 2013. No acquisition adjustment should be recorded. Within 30 days of the date of the final order, Ocala Palms should be required to provide general ledgers which show its books have been updated to reflect the Commission-approved balances as of September 6, 2013, along with a statement that the adjustments will be reflected in the 2014 Annual Report when filed. (Springer, Frank)

Staff Analysis: The purpose of establishing NBV for transfers is to determine whether an acquisition adjustment is necessary to reflect the difference between the purchase price and the value of the system based on, in this case, an Original Cost Study. The NBV does not include normal ratemaking adjustments such as used and useful plant or working capital. Staff's recommended NBV of \$528,760, as described below, is shown on Schedule No. 2.

Utility Plant in Service (UPIS)

Venture's 2012 Annual Report reflected a water UPIS balance of \$1,422,751 as of December 31, 2012. Due to the lack of original documentation, Venture engaged Milian, Swain, & Associates, Inc., an independent third party, to conduct an Original Cost Study. This study identified water UPIS at \$1,662,082 based on historical record and estimation of supplies used.¹⁵ Staff believes the Original Cost Study is the best assessment of the Utility's assets and therefore recommends that the water UPIS balance as of September 6, 2013, is \$1,662,082 as shown on Schedule No. 2.

Land and Land Rights

Venture purchases water from the City of Ocala and they have no pumping or treatment facility in use. Additionally all distribution mains and lines are in right-of-ways or easements. Therefore, there is no balance for land and land rights in Account 303.

Accumulated Depreciation

Venture's general ledger reflected an accumulated depreciation balance of \$455,625 as of December 31, 2012. The accumulated depreciation per the Original Cost Study is \$591,982 based on appropriate life spans and depreciation schedules. These balances are reflective of all necessary accruals through the date of the study. Therefore, staff recommends an accumulated depreciation balance of \$591,982.

Contributions-in-Aid-of-Construction (CIAC) and Accumulated Amortization of CIAC

As of December 31, 2012, Venture's general ledger reflected a CIAC balance of

¹⁵ See Document No. 07612-13, Exhibit J "Original Cost Study" performed by Milian, Swain, & Associates, Inc., p. 6.

\$810,417 and an accumulated amortization of CIAC balance of \$332,327. According to the Original Cost Study, the CIAC balance is \$830,627 and the accumulated amortization of CIAC balance is \$289,287 as of September 6, 2013. Staff recommends that the CIAC balance as of September 6, 2013, is \$830,627 and accumulated amortization of CIAC balance is \$289,287, as shown on Schedule No. 2.

Net Book Value (NBV)

Venture's general ledger reflects NBV of \$489,036 as of December 31, 2012. Based on the Original Cost Study described above and as shown on Schedule No. 2, staff recommends that the NBV for the system as of September 6, 2013 is \$528,760.

Acquisition Adjustment

An acquisition adjustment results when the purchase price differs from the NBV of the assets at the time of the acquisition. Pursuant to Rule 25-30.3071(2), F.A.C., a positive acquisition adjustment results when the purchase price is greater than the NBV and a negative acquisition adjustment results when the purchase price is less than the NBV. Rule 25-30.371(2), F.A.C., further states that a positive acquisition adjustment shall not be included in rate base absent proof of extraordinary circumstances. Positive acquisition adjustments, if approved, increase rate base. With respect to negative acquisition adjustments, Rule 25-30.371(3), F.A.C., states that no negative acquisition adjustment shall be included in rate base if the purchase price is greater than 80 percent of the NBV. If the purchase price is equal to or less than 80 percent of the NBV, a negative acquisition adjustment shall be included in rate base equal to 80 percent of the NBV, less the purchase price. Negative acquisition adjustments reduce rate base. The purchase price for the system and all assets was \$500,000. As stated above, staff recommends the appropriate NBV to be \$528,760. Given that purchase price is greater than 80 percent of the recommended NBV, staff recommends that no acquisition adjustment be made in this case.

Conclusion:

Based on the above, staff recommends that the NBV of the water system for transfer purposes is \$528,760. This amount is based on an Original Cost Study which resulted in plant balances as of the closing date, September 6, 2013. No acquisition adjustment should be recorded. Within 30 days of the date of the final order, Ocala Palms should be required to provide general ledgers which show its books have been updated to reflect the Commission-approved balances as of September 6, 2013, along with a statement that these adjustments will also be reflected in Ocala Palms' 2014 Annual Report when filed.

Docket No. 130269-WU
Date: July 31, 2014

Issue 3

Issue 3: Should this docket be closed?

Recommendation: Yes. If staff's recommendation in Issues 1 and 2 are approved, no further action is required and the docket should be closed. (Lawson)

Staff Analysis: If Issues 1 and 2 are approved, no further action is required and the docket should be closed.

Description of Ocala Palms Water Territory
Marion County

A Parcel of land lying in section 3, 4 and 9, Township 15 South, Range 21 East, Marion County, Florida, Tallahassee Meridian
Being more particularly described as follows:

Beginning at the Southeast corner of said Section 4; thence S 4°48'07" W, along the East boundary of the Northeast 1/4 of said Section 9, 1322.45 feet to the Southeast corner of the N.E. 1/4 of the N.E. 1/4 of said Section 9; thence N 85°41'55" W, along the South boundary of the said N.E. 1/4 of the N.E. 1/4, 1297.34 feet to the S.W. corner of the N.E. 1/4 of the N.E. 1/4 of said Section 9; thence continue N 85°41'55" W, along the South boundary of the N.W. 1/4 of the N.E. 1/4, 1297.33 feet to the S.W. corner of the said N.W. 1/4 of the N.E. 1/4 of said Section 9; Thence N 84°56'00" W, along the South boundary of the N.E. 1/4 of the N.W. 1/4 1348.41 feet, to the Southwest corner of the said N.E. 1/4 of the N.W. 1/4 of said Section 9; thence continue N 84°56'00" W, along the South boundary of the East 1/2 of the N.W. 1/4 of the N.W. 1/4 of said Section 9, 674.20 feet to the Southwest corner of the said East 1/2 of the N.W. 1/4 of the N.W. 1/4; thence N 5°01'04" E, along the west line of the said East 1/2 of the N.W. 1/4 of the N.W. 1/4, 230.63 feet; thence N 85°09'24" W, 649.90 feet to the east right of way line of N.W. 60th Avenue (50' right of way); thence N 4°50'36" E, along the said East right of way line, 264.00 feet; thence S 85°09'24" E, departing said East right of way line, 650.70 feet to the West line of the said East 1/2 of the N.W. 1/4 of the N.W. 1/4; thence N 5°01'04" E, along said West line, 824.90 feet to the Northwest corner of the said East 1/2 of the N.W. 1/4 of the N.W. 1/4; thence N 84°30'04" W, along the South boundary of the S.W. 1/4 of the said Section 4, 648.13 feet to the East right of way line of said N.W. 60th Avenue; thence N 4°52'39" E, along said east right of way line, 2643.25 feet to the North boundary of the S.W. 1/4 of said Section 4; thence S 85°17'29" E, along said North Boundary, 2649.01 feet to the Northeast corner of the said S.W. 1/4; thence S 4°09'21" W, along the East Boundary of the said S.W. 1/4, 315.00 feet (105 yards); thence S 85°17'29" E, parallel to the North boundary of the S.E. 1/4 of said Section 4, along the South boundary of the North 105 yards, 882.23 feet; thence N 4°28'23" E, along the West boundary of the East 6.36 chains of the N.W. 1/4 of the S.E. 1/4 of said Section 4, 44.39 feet to the South line of the North 4.10 chains of the said N.W. 1/4 of the S.E. 1/4; thence S 85°17'29" E, along the South boundary of the said North 4.10 chains, 352.15 feet; thence N 4°28'23" E, parallel to the East boundary of the N.W. 1/4 of the S.E. 1/4, 270.60 feet to the North boundary of the S.E. 1/4 of said Section 4; thence S 85°17'29" E, along the North boundary of the S.E. 1/4, 414.98 feet to the Southerly right of way line of U.S. Highway No. 27 (State Road No. 500); thence S 57°36'40" E, along said Southerly right of way line, 2827.20 feet to the South boundary of the N.E. 1/4 of the S.W. 1/4 of said Section 3; thence N 85°36'04" W, along said South boundary, 224.48 feet to the Southwest corner of the said N.E. 1/4 of the S.W. 1/4; thence continue N 85°36'04" W, along the South boundary of the N.W. 1/4 of the S.W. 1/4 of said Section 3, 1324.81 feet to the Southwest corner of the said N.W. 1/4 of the S.W. 1/4; thence S 4°47'44" W, along the East boundary of the S.E. 1/4 of said Section 4, 1321.71 feet to the Point of Beginning.

FLORIDA PUBLIC SERVICE COMMISSION
Authorizes
Ocala Palms Utilities, LLC
Pursuant to
Certificate Number 488-W

To provide water service in Marion County in accordance with the provisions of Chapter 367, Florida Statutes, and the Rules, Regulations, and Orders of this Commission in the territory described by the Orders of this Commission. This authorization shall remain in force and effect until superseded, suspended, cancelled, or revoked by Order of this Commission.

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
18121	09/08/87	860872-WU	Original Certificate
PSC-96-0120-FOF-WU	01/23/96	951365-WU	New Class of Service
PSC-98-1231-FOF-WU	09/21/98	971670-WU	Partial Transfer
*	*	130269-WU	Transfer

***Order Numbers and dates to be provided at time of issuance**

**Ocala Palms Utilities, LLC
 Monthly Water Rates**

Residential and General Service

Base Facility Charge by Meter Size	
5/8" x 3/4"	\$13.30
3/4"	\$19.97
1"	\$33.30
1 1/2"	\$66.48
2"	\$106.42
3"	\$212.76
4"	\$332.46
6"	\$664.92
8"	\$1,063.86

Charges per 100 cubic feet – Residential and General Service \$2.49

Initial Customer Deposits

Residential Service	
5/8" x 3/4"	\$20.00
1"	\$20.00
1 1/2"	\$30.00
2"	\$35.00

Miscellaneous Service Charges

<u>Schedule of Miscellaneous Service Charges</u>	<u>During Hours</u>	<u>After Hours</u>
Initial Connection Charge	\$15.00	\$15.00
Normal Reconnection Charge	\$15.00	\$15.00
Violation Reconnection Charge	\$15.00	\$15.00
Premises Visit Charge (in lieu of disconnection)	\$10.00	N/A

Service Availability Charges

<u>Meter Installation Charge</u> 5/8" x 3/4"	\$100.00
<u>Customer Connection (Tap-In) Charge</u>	Actual Cost
<u>Main Extension Charge</u>	
Residential - Per ERC (ERC = 350 gpd)	\$715.00
All Others - Per gallon	\$2.0429
<u>City of Ocala Impact Fee</u>	
Residential - Per ERU 0 - 1,499 sq. ft.	\$503.00
Residential - Per ERU 1,500 - 2,499 sq. ft.	\$629.00
Residential - Per ERU 2,500 - 3,499 sq. ft.	\$838.00
Residential - Per ERU 3,500 sq. ft.	\$1,048.00

Ocala Palms Utilities, LLC			
Schedule of Net Book Value as of September 6, 2013			
Description	Utility		Staff
	Proposed	Adjustment	Recommended
Utility Plant In Service	\$1,662,082	0	\$1,662,082
Land & Land Rights	0	0	0
Accumulated Depreciation	(591,982)	0	(591,982)
CIAC	(830,627)	0	(830,627)
Amortization of CIAC	<u>289,287</u>	<u>0</u>	<u>289,287</u>
Net Book Value	<u>\$582,760</u>	<u>0</u>	<u>\$528,760</u>

Ocala Palms Utilities, LLC			
Schedule of Staff Recommended Account Balances as of September 6, 2013			
Account No.	Description	UPIS	Accumulated Depreciation
331	Transmission & Dist. Mains	\$1,262,482	(\$414,545)
333	Services	103,496	(36,338)
334	Meter and Meter installation	126,279	(89,199)
335	Hydrants	169,825	(51,900)
	Total	<u>1,662,082</u>	<u>(\$591,982)</u>

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: July 31, 2014
TO: Carlotta S. Stauffer, Commission Clerk, Office of Commission Clerk
FROM: Adam Hill, Engineering Specialist, Division of Engineering *W. Hill*
RE: DN 130269-WU -Joint application for authority to transfer the assets of Venture Associates Utilities Corp. and Certificate No. 488-W in Marion County, Florida to Ocala Palms Utilities, LLC.

Please file the attached consumer correspondence from Janis M. Lentz, in the correspondence side of the above mentioned docket file.

Thank you.

July 28, 2014



Mr. Adam R. Hill
Engineering Specialist
Florida Public Service Commission
Bureau of Reliability and Resource Planning
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

Subject: Filing of Citizen Protest to Transfer of Certificate, Docket No. 130269-WU

Gentlemen:

I hereby request that my name be added to the official list of interested citizens filing a protest to and request for denial of the joint application for authority to transfer the assets of Venture Associates Utilities Corp. and Certificate No. 488-W in Marion County, Florida to Ocala Palms Utilities LLC.

Forthwith, I hereby submit my protest as an attachment to this letter, along with the necessary documents validating my request.

Please acknowledge your receipt of this letter and enclosures, and notify me of any actions regarding this case.

In addition, I hereby request that the PSC postpone the hearing of this request to allow time for the residents of Ocala Palms community to obtain a decision by the City of Ocala regarding their request to have their community annexed into the City of Ocala, which is the intent of the community.

Sincerely,

A handwritten signature in blue ink that reads "Janis M. Lentz". The signature is fluid and cursive.

Janis M. Lentz
13799 S.W. 114th Terrace
Dunnellon, FL 34432

Enclosure: Protest of Docket No. 130269-WU, with supporting documents

July 28, 2014

PROTEST OF AND REQUEST FOR DENIAL OF TRANSFER OF WATER UTILITY,
Reference Docket No. 130269-WU; Certificate No. 488-W, Marion County FL

I hereby object to, protest and request that the Florida Public Service Commission deny the cited request transfer of ownership of the water utility serving the Ocala Palms Golf and Country Club community, namely to Ocala Palms Utilities, LLC whose principal owner is Christopher B. Zacco, for the following reasons:

1. The transfer of ownership would not be in the best interests of the customers, namely Ocala Palms community's property owners, financial or otherwise.
2. From 1994 to the present, Christopher Zacco has engaged in dishonesty, financial fraud, deception, incompetence and gross mismanagement in his dealings with the property owners in Cherrywood Estates community in his capacity as a principal of Cherry Developers, Inc. and as the principal of Cherrywood Property Management LLC from December 2008 to the present. Mr. Zacco has continuously breached his contractual, fiduciary obligations to the property owners of Cherrywood Estates to "always act reasonably and in their best interests". Mr. Zacco has misappropriated and converted to his own enrichment the majority of \$1.7M+ annually that he and his brother, John J. Zacco, dba Cherry Developers, Inc. have collected under protest from the 729 property owners in Cherrywood Estates. He arbitrarily and capriciously appointed himself, without a vote of consent by the mandatory fee-payers in Cherrywood Estates (as is required by Florida statutes) the "owner" and controlling entity of Cherrywood Estates, a full five (5) years after the last lot was sold. Florida law requires the prompt turnover of control and management of the Homeowners Association at 90% buildout of the community. The Zacco family, which includes Christopher Zacco, refused to comply with the property owners' demand for turnover and he has been operating and profiting from this improper extortion of fees from this community with impunity. Two criminal complaints residents of Cherrywood Estates filed in 2008 and 2011 met with State Attorney Brad King's refusal to prosecute, in spite of probable cause having been established by the Marion County Sheriff's Office. We contend that undue influence of some sort was exerted upon various elected and appointed officials of Marion County in this matter and in a long series of statutory violations by the Zacco family, not the least of which was their known, unlicensed status in the construction of homes in Cherrywood Estates and Hardwood Trails subdivision.
3. Christopher Zacco prepared and submitted falsified, unsigned, and unaudited Developer Annual Financial Reports for the fiscal years 1999 through 2003 to the Marion County Clerk of the Court and Cherrywood Estates residents, in violation of Florida statutory requirements that a fully detailed accounting of all receipts and expenditures of the fee-payers fees, complete with a CPA-audited signature, be made 90 days after the end of the developer's. fiscal year. Submitting falsified written documents to an official is designated a misdemeanor in the Florida statutes. From 2008 through 2014, the current fiscal year, Christopher Zacco has failed to furnish any certified Annual Financial Reports to the property owners of Cherrywood Estates. In April 2013, this requirement became case law, that any controlling entity in a community where mandatory monthly fees are collected by that controlling entity, must mail a copy of said Financial Report, complete with auditor's signature, to every fee-payer in the community. (see

Flescher v. Oak Run Communities, Florida Fifth District Court of Appeals.)

3. Christopher Zacco, principal of Ocala Palms and proposed principal of Ocala Palms Utilities LLC, has lived full-time since 2011 at 127 E. Davis Boulevard, Unit "A", Tampa, Florida, which is located approximately 90 miles away from the Ocala Palms community. (Mr. Zacco is registered with the Hillsborough County Supervisor of Elections at this address.) As such, Mr. Zacco proposes to be the absentee owner of this utility, and would not be present to oversee the daily management of the water utility or common elements at Ocala Palms—much as he has operated as an absentee owner at Cherrywood Estates. The effect has been the neglect of timely maintenance of the common elements in that community. In addition, Christopher Zacco's history has been one of never returning phone calls, letters, emails, etc. of any Cherrywood Estates resident. Likewise, he has consistently refused to meet with residents there, when requested, to discuss or resolve problems when they have arisen in the community. Florida statutes require the Registered Agent and/or controlling entity (Mr. Zacco) to be available to perform these necessary functions as needed in a mandatory-membership homeowner association community, which is what each buyer in Cherrywood Estates was promised in their sales contract. Indeed—any customer expects a legitimate businessperson to be available and respond to their communications. Until recently, Christopher Zacco was listed with the Div. Of Corporations as the Registered Agent for Cherrywood Property Management, and as such is expected to be available "to conduct business, respond to emergencies, and respond to communications of individuals with which the corporation is engaged in business." This failure to be available is a clear indicator that Mr. Zacco and his employees are operating in bad faith, and not in the best interests of the fee-payers. In short, no legitimate businessperson operates in this manner.
5. Christopher Zacco has misappropriated and converted an estimated millions of dollars from the Cherrywood Estates Homeowners Association, a not-for-profit corporation, Regions Bank account or Bank of America account from 1999 to 2003, and then 2008 to the present, a portion of which he used to pay perhaps 35 attorneys he hired to conduct various personal lawsuits (2003 through the present), all in violation of Florida statutes. One payment alone of \$670,000 was made from this account to McLin, Bernsed Law Firm, all without the knowledge or prior approval of the 729 fee-payers in Cherrywood Estates. (see attached Marion County Circuit Court docket)
6. As evidence of his financial mismanagement, due to his failure to make payments on a \$500,000 home mortgage on his homestead at 1217 S. E. 7th Street, Ocala, Christopher Zacco was forced to forfeit the deed (in lieu of foreclosure) on this \$900,000 property to Community Bank of Florida, Homestead. At the same time, on December 31, 2013, he was forced to forfeit two parcels of land totalling 130 acres to the same bank, due to failure to keep current on payments on loans. Such financial mismanagement seems to be a disqualifier that would prevent the PSC from approving Mr. Zacco's ownership of the water utility for any community, let alone one the size of Ocala Palms. There are other alarming indicators of Mr. Zacco's financial recklessness and involvement in fraudulent schemes (available on request) that would endanger the best interests, property values and general wellbeing of the property owners in Ocala Palms. In fact, Christopher Zacco's conduct over the last twenty years in Marion County, and prior to that in South Florida, betrays the fact that he (and his brother and father) are not legitimate business operators. Indeed, the basis of one bitter, five-year lawsuit by Mario Zacco and John Zacco, was his dismissal as President of Cherry Developers Inc. in 2003 with the accusation that he (Christopher Zacco) had embezzled over \$400,000 of Cherrywood Estates Homeowners Association members' amenity fees from its bank account.
7. I have not touched on Christopher Zacco's despicable history of threats of lawsuits, threats of physical harm, extortion, and denial of civil rights against the property owners in Cherrywood

Estates, nor the millions of dollars in lost equity in their homes, as a direct result of his reckless actions, that those property owners have suffered over approximately twenty (20) years.

In conclusion, I strongly recommend that you spare the property owners in Ocala Palms (many of whom have already sold and left) the outrageous future they will endure if Ocala Palms Utilities LLC is allowed to take over ownership of their water supply. The facts layed out above may be verified in the court records of the Marion County Circuit Court and in the archives of the Ocala Star Banner, which published many articles chronicling the travails suffered by the residents of Cherrywood Estates and Hardwood Trails subdivision.

Sincerely,



Janis M. Lentz
13799 S.W. 114th Terrace
Dunnellon, FL 34432

Enclosures

CASE SEARCH | CASE TYPE SEARCH | DOCKET SEARCH

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CASE INFORMATION

Case Number: 42-2003-CA-000932-AXXX-XX
File Date: 05/02/2003
Judge: STEVEN G ROGERS

Defendant : CHERRY DEVELOPERS INC
 ATTORNEY: SCHATT JAMES THEODORE
 CHERRYWOOD ESTATES INC
 ATTORNEY: FROST JOHN WESLEY II
 ZACCO MARIO
 ATTORNEY: FROST JOHN WESLEY II
 ZACCO JOHN JOSEPH (DOB: 1957)
 ATTORNEY: SASSO MICHAEL CORNELIUS

Plaintiff : ZACCO CHRISTOPHER B (DOB: 1960)
 ATTORNEY: CUSHMAN S E
 ATTORNEY: SMITH PHILLIP STUART

Date	Event	Dockets Count	Party	Amount
01/01/2013	JUDGE REASSIGNED			\$0.00
01/04/2010	JUDGE REASSIGNED			\$0.00
12/23/2009	CLS: REOPENED CASE CLOSED			\$0.00
12/23/2009	CLS: ORDER OF DISMISSAL WITH PREJUDICE			\$0.00
12/23/2009	CORR/MEMO TO CLERKS OFFICE FROM ATTORNEY SMITH			\$0.00
12/03/2009	ORDER FROM 5TH DCA APPEAL CASE NUMBER 5D09-2309 CAUSE IS DISMISSED			\$0.00
12/03/2009	MEMO FROM 5TH DCA			\$0.00
11/03/2009	STIPULATION FOR DISMISSAL STIPULATION FOR DISMISSAL WITH PREJUDICE			\$0.00
10/29/2009	NOTICE OF CANCELLATION OF HEARING 10/29/09			\$0.00
10/29/2009	CORR/MEMO TO CLERKS OFFICE FROM MCLIN & BURNSED			\$0.00
10/27/2009	COPY OF:(SEE TEXT DESCRIPTION) NOTICE OF CANCELLATION OF HEARING 10/29/09		ZACCO CHRISTOPHER B	\$0.00
10/27/2009	DELETED DOC NUMBER SHEET DOCUMENT NUMBER 592			\$0.00
10/09/2009	ORDER FROM 5TH DCA			\$0.00

CASE SEARCH

CASE TYPE SEARCH

DOCKET SEARCH

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[back to search page](#)**SEARCH RESULTS** (processing time approx: 1625 ms)

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Name	Case	Status	Type	DOB	Filing Date
ZACCO CHRISTOPHER B	42-2011-CT-010293-AXXX-XX	CLOSED	MISDEMEANOR	08/06/1960	12/30/2011
ZACCO CHRISTOPHER BRIAN	42-2011-TR-033864-AXXX-XX	CLOSED	TRAFFIC INFRACTION	1960	12/30/2011
ZACCO CHRISTOPHER B	42-2011-CC-000304-AXXX-XX	CLOSED	COUNTY CIVIL		02/28/2011
ZACCO CHRISTOPHER BRIAN	42-2010-CF-004750-AXXX-XX	CLOSED	FELONY	08/06/1960	12/09/2010
ZACCO CHRISTOPHER	42-2009-CA-001944-AXXX-XX	CLOSED	PRE2010-OTHER NEGLIGENCE		04/06/2009
ZACCO CHRISTOPHER	42-2008-CA-002160-AXXX-XX	CLOSED	PRE2010-REAL PROPERTY/FORECLSR		05/02/2008
ZACCO CHRISTOPHER	42-2008-SC-001940-AXXX-XX	CLOSED	SMALL CLAIMS		04/03/2008
ZACCO CHRISTOPHER	42-2007-CA-001151-AXXX-XX	CLOSED	PRE2010-REAL PROPERTY/FORECLSR		05/08/2007
ZACCO CHRISTOPHER BRIAN	42-2006-DR-000154-AXXX-XX	CLOSED	DOMESTIC VIOLENCE INJUNCTION	1960	01/11/2006
ZACCO CHRISTOPHER BRIAN	42-2006-DR-000085-AXXX-XX	CLOSED	DOMESTIC VIOLENCE INJUNCTION	1960	01/06/2006
ZACCO CHRISTOPHER BRIAN	42-2005-DR-004577-AXXX-XX	CLOSED	REPEAT VIOLENCE INJUNCTION	1960	09/29/2005
ZACCO CHRISTOPHER BRIAN	42-2005-DR-004300-AXXX-XX	REOPENED	DISSOLUTION OF MARRIAGE	1960	09/13/2005
ZACCO CHRISTOPHER B	42-2003-CA-000932-AXXX-XX	CLOSED	OTHER CIRCUIT CIVIL	1960	05/02/2003
ZACCO CHRISTOPHER	42-2003-SC-000548-AXXX-XX	CLOSED	SMALL CLAIMS		02/11/2003
ZACCO CHRISTOPHER B	42-2001-CA-001528-AXXX-XX	CLOSED	OTHER CIRCUIT CIVIL	1960	07/26/2001
ZACCO CHRISTOPHER	42-2000-SC-003432-AXXX-XX	CLOSED	SMALL CLAIMS		10/11/2000
ZACCO CHRISTOPHER BRIAN	42-2000-TR-015973-AXXX-XX	CLOSED	TRAFFIC INFRACTION	1960	07/21/2000
ZACCO CHRISTOPHER BRIAN	42-2000-TR-002828-AXXX-XX	CLOSED	TRAFFIC INFRACTION	1960	02/07/2000
ZACCO CHRISTOPHER BRIAN	42-1999-TR-023958-AXXX-XX	CLOSED	TRAFFIC INFRACTION	1960	10/13/1999
ZACCO CHRISTOPHER BRIAN	42-1999-TR-023960-AXXX-XX	CLOSED	TRAFFIC INFRACTION	1960	10/13/1999
ZACCO CHRISTOPHER	42-1999-CA-000963-AXXX-XX	CLOSED	OTHER CIRCUIT CIVIL		06/08/1999
ZACCO CHRISTOPHER	42-1999-CA-000960-AXXX-XX	CLOSED	OTHER CIRCUIT CIVIL		06/07/1999
ZACCO CHRISTOPHER	42-1998-CA-008395-AXXX-XX	CLOSED	OTHER CIRCUIT CIVIL		10/15/1998
ZACCO CHRISTOPHER B	42-1998-CA-004596-AXXX-XX	CLOSED	DISSOLUTION OF MARRIAGE		08/11/1998

ZACCO CHRISTOPHER BRIAN	42-1998-TR-013581-AXXX-XX	CLOSED	TRAFFIC INFRACTION	1960	07/14/1998
ZACCO CHRISTOPHER	42-1997-SC-000574-AXXX-XX	CLOSED	SMALL CLAIMS		02/20/1997
ZACCO CHRISTOPHER BRIAN	42-1996-TR-013098-AXXX-XX	CLOSED	TRAFFIC INFRACTION	1960	07/22/1996
ZACCO CHRISTOPHER BRIAN	42-1996-TR-001760-AXXX-XX	CLOSED	TRAFFIC INFRACTION	1960	01/24/1996

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www.MarionCountyClerk.org

*127 E Davis Blvd.
Suite A
Tampa*



Bob Henriquez
Hillsborough County Property Appraiser

www.hcpafl.org

Marion Hanlon

PROPERTY RECORD CARD

HANLON DAVIS LLC	PIN: A-25-29-18-509-000012-00022.0
Mailing Address 29 DAVIS BLVD STE A, TAMPA, FL 33606-3401	Folio: 195036-0000
	Prior PIN:
	Prior Folio:
<u>APPLY FOR HOMESTEAD EXEMPTION ONLINE</u>	Tax District: TA TAMPA
	PROPERTY USE: 0800 MFR <10 UNITS
	Plat Book / <u>10 / 52</u>
	Page:
	Neighborhood: 603001.00 South Tampa
	Subdivision: 509 DAVIS ISLANDS PB10 PG52 TO 57 AND PB17 PG5 TO

VALUE SUMMARY

TAXING DISTRICT	MARKET VALUE	ASSESSED VALUE	EXEMPTIONS	TAXABLE VALUE
County	\$237,938	\$189,247	\$0	\$189,247
Public Schools	\$237,938	\$237,938	\$0	\$237,938
Municipal	\$237,938	\$189,247	\$0	\$189,247
Other Districts	\$237,938	\$189,247	\$0	\$189,247

GIS MAP



SALES HISTORY

OFF. RECORD		DATE		TYPE INST	QUALIFIED OR UNQUALIFIED	VACANT OR IMPROVED	SALES PRICE
BOOK	PAGE	MONTH	YEAR				
<u>19330</u>	<u>1270</u>	12	2008	WD	Unqualified	Improved	\$60,000
<u>7990</u>	<u>0313</u>	12	1995	WD	Qualified	Improved	\$98,000
<u>6224</u>	<u>1860</u>	03	1991	WD	Unqualified	Improved	\$200,000
<u>3965</u>	<u>0322</u>	06	1982	WD	Unqualified	Improved	\$450,000

BUILDING [1]

Building Characteristics

SITE ADDRESS: 127 E DAVIS BV

TYPE	0027 DUPLEX/TRIPLEX/QUADPLX/ETC	
YEAR BUILT	1959	
Element	Code	Construction Detail
CLASS	C	Masonry or Concrete Frame
EXTERIOR WALL	5	Concrete Block
ROOF STRUCTURE	1	Flat
ROOF COVER	4	Blt.up Tar & Gravel
INTERIOR WALLS	5	Drywall
INTERIOR FLOORING	8	Carpet
HEAT/AC	1	Non-Ducted
CONDITION	3	Average
STORIES	1.00	
BEDROOMS	2.00	
BATHROOMS	1.00	
UNITS	4.00	

The diagram shows a rectangular building footprint. The top and bottom horizontal lines are labeled '36'. The left and right vertical lines are labeled '44'. There are two small rectangular protrusions on the top and bottom edges, each labeled '5' on its vertical side and '4' on its horizontal side. The central area is labeled 'BAS' and the bottom protrusion area is labeled 'FOP'.

BAS(L36 D8 UOP(L4 D5 R4 U5) D49 FOP(D7 R36 U7 L36) R36 U44 UOP(R4 U5 L4 D5) U13).

AREA TYPE	GROSS AREA	HEATED AREA	DEPRECIATED VALUE DENOTES THE CONTRIBUTORY VALUE OF THIS ITEM
BAS	2,052	2,052	\$58,083
UOP	20	0	\$85
FOP	252	0	\$1,783
UOP	20	0	\$85
TOTALS	2,344	2,052	\$60,036

EXTRA FEATURES

L N	OB/XF CODE	DESCRIPTION	BLD	YEAR ON ROLL	LENGTH	WIDTH	UNITS	VALUE
1	0640	UTL CB	1	1997	12	5	60.00	\$1,184

LAND LINES

L N	USE CODE	DESCRIPTION	ZONE	FRONT	DEPTH	TOTAL LAND UNITS	LAND VALUE
1	0152	RES Class 38	RM-24	50.00	100.00	50.00	\$174,800

LEGAL LINES

L N	LEGAL DESCRIPTION
1	DAVIS ISLANDS PB10 PG52 TO 57 AND PB17 PG5 TO 9
2	LOTS 22 AND 23 BLOCK 12

2013 TRIM NOTICE AS OF 8/16/2013

LAST YEAR'S TAXABLE VALUE (2012)	YOUR FINAL TAX RATE AND TAXES LAST YEAR (2012)	CURRENT TAXABLE VALUE (2013)	YOUR TAX RATE AND TAXES THIS YEAR IF NO BUDGET CHANGE IS MADE (2013)	YOUR TAX RATE AND TAXES THIS YEAR IF PROPOSED BUDGET

						CHANGE IS MADE (2013)		
TAXING AUTHORITY		MILLAGE RATE	TAXES		MILLAGE RATE	TAXES	MILLAGE RATE	TAXES
COUNTY:								
General Revenue	\$156,403	5.73740	\$897.35	\$172,043	5.54120	\$953.32	5.73560	\$986.77
PUBLIC SCHOOLS:								
Schools - State	\$156,403	5.62900	\$880.39	\$193,397	5.39300	\$1,042.99	5.44200	\$1,052.47
Schools - Local	\$156,403	2.24800	\$351.59	\$193,397	2.15380	\$416.54	2.24800	\$434.76
MUNICIPAL:								
Tampa	\$156,403	5.73260	\$896.60	\$172,043	5.49140	\$944.76	5.73260	\$986.25
OTHER DISTRICTS:								
WATER MGMT DIST:								
SWFWMD	\$156,403	0.39280	\$61.44	\$172,043	0.38370	\$66.01	0.38180	\$65.69
INDEPENDENT SPECIAL DISTRICTS:								
Port Authority	\$156,403	0.18500	\$28.93	\$172,043	0.17870	\$30.74	0.17500	\$30.11
Children's Board	\$156,403	0.50000	\$78.20	\$172,043	0.48280	\$83.06	0.48280	\$83.06
Transit Authority	\$156,403	0.50000	\$78.20	\$172,043	0.48230	\$82.98	0.50000	\$86.02
VOTER APPROVED DEBT PAYMENTS:								
Environmental Lands	\$156,403	0.06040	\$9.45	\$172,043	0.06040	\$10.39	0.06040	\$10.39
OTHER:								
County Library	\$156,403	0.55830	\$87.32	\$172,043	0.53820	\$92.59	0.55830	\$96.05
TOTAL AD-VALOREM PROPERTY TAXES			\$3,369.47			\$3,723.38		\$3,831.57

PROPERTY APPRAISER VALUE INFORMATION AS OF 8/16/2013

	COUNTY		PUBLIC SCHOOLS		MUNICIPAL		OTHER DISTRICTS	
	2012	2013	2012	2013	2012	2013	2012	2013
MARKET VALUE	\$156,403	\$193,397	\$156,403	\$193,397	\$156,403	\$193,397	\$156,403	\$193,397
LESS APPLIED ASSESSMENT REDUCTIONS								
Save Our Homes Cap	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Non-Homestead Cap	\$0	\$21,354	\$0	\$0	\$0	\$21,354	\$0	\$21,354
Agricultural Classification	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ASSESSED VALUE	\$156,403	\$172,043	\$156,403	\$193,397	\$156,403	\$172,043	\$156,403	\$172,043
LESS EXEMPTIONS								
First Homestead	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Add'l Homestead	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Senior Exemption	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Combat Veteran's	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Exemptions	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TAXABLE VALUE	\$156,403	\$172,043	\$156,403	\$193,397	\$156,403	\$172,043	\$156,403	\$172,043

DISCLAIMER:

Please note that property values on this site are continually being updated and are a work in progress throughout the year. The final values are certified in October of each year.


Last Updated: Sunday, July 06, 2014 at 1:54:49 AM

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: June 23, 2014
TO: Carlotta S. Stauffer, Commission Clerk, Office of Commission Clerk
FROM: Adam Hill, Engineering Specialist, Division of Engineering 
RE: DN 130269-WU -Joint application for authority to transfer the assets of Venture Associates Utilities Corp. and Certificate No. 488-W in Marion County, Florida to Ocala Palms Utilities, LLC.

Please file the attached responsive correspondence to Ms. Susan Trentowski that was returned as Undeliverable As Addressed, in the correspondence side of the above mentioned docket file.

Thank you.

RECEIVED-PPSC
14 JUN 23 AM 11:23
COMMISSION
CLERK

COMMISSIONERS:
ART GRAHAM, CHAIRMAN
LISA POLAK EDGAR
RONALD A. BRISÉ
EDUARDO E. BALBIS
JULIE I. BROWN

STATE OF FLORIDA



DIVISION OF ENGINEERING
TOM BALLINGER
DIRECTOR
(850) 413-6910

Public Service Commission

June 17, 2014

Ms. Susan Trentowski
1924 NW 50th Circle
Ocala, FL 34482

Re: Correspondence in Docket No. 130269-WU – Joint application for authority to transfer the assets of Venture Associates Utilities Corp. and Certificate No. 488-W in Marion County, Florida to Ocala Palms Utilities, LLC.

Dear Ms. Trentowski:

Thank you for your correspondence regarding Docket Number 130269-WU. The staff recommendation for this docket is due to be filed on Thursday, June 26, 2014, and the case is scheduled to go before the Commission at Commission Conference on Thursday, July 10, 2014.

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Should you have any questions, feel free to contact me via email at AHill@PSC.STATE.FL.US or telephone at (850) 413-6425. You may also always ask any general questions using our toll free consumer assistance line at 1-800-342-3552.

Sincerely,

A handwritten signature in blue ink, appearing to read "Adam R. Hill".

Adam R. Hill
Engineering Specialist
Bureau of Reliability and Resource Planning

cc: Office of Commission Clerk (DN 130269-WU)

State of Florida

Public Service Commission

2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

TALLAHASSEE FL 323

17 JUN 2014 PM 4:18



049J82053831

\$00.480

06/17/2014

Mailed From 32399
US POSTAGE

Ms. Susan Trentowski
1924 NW 50th Circle
Ocala, FL 34482

NIXIE 322 7E 1009 0006/20/14

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 32399085099 *0687-20322-17-40

34482032200850

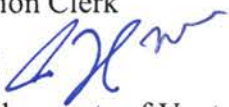


State of Florida



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: June 23, 2014
TO: Carlotta S. Stauffer, Commission Clerk, Office of Commission Clerk
FROM: Adam Hill, Engineering Specialist, Division of Engineering 
RE: DN 130269-WU -Joint application for authority to transfer the assets of Venture Associates Utilities Corp. and Certificate No. 488-W in Marion County, Florida to Ocala Palms Utilities, LLC.

Please file the attached responsive correspondence to Ms. Susan Trentowski which is our second attempt at contact, since the first letter was Returned As Undeliverable, in the correspondence side of the above mentioned docket file.

Thank you.

RECEIVED -FPSC
14 JUN 23 AM 11:23
COMMISSION
CLERK

COMMISSIONERS:
ART GRAHAM, CHAIRMAN
LISA POLAK EDGAR
RONALD A. BRISÉ
EDUARDO E. BALBIS
JULIE I. BROWN

STATE OF FLORIDA



DIVISION OF ENGINEERING
TOM BALLINGER
DIRECTOR
(850) 413-6910

Public Service Commission

June 23, 2014

Ms. Susan Trentowski
1924 NW 50th Circle
Ocala, FL 34482

Re: Correspondence in Docket No. 130269-WU – Joint application for authority to transfer the assets of Venture Associates Utilities Corp. and Certificate No. 488-W in Marion County, Florida to Ocala Palms Utilities, LLC.

Dear Ms. Trentowski:

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Should you have any questions, feel free to contact me via email at AHill@PSC.STATE.FL.US or telephone at (850) 413-6425. You may also always ask any general questions using our toll free consumer assistance line at 1-800-342-3552.

Sincerely,

A handwritten signature in black ink, appearing to read "Adam R. Hill".

Adam R. Hill
Engineering Specialist
Bureau of Reliability and Resource Planning

cc: Office of Commission Clerk (DN 130269-WU)

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

An Affirmative Action / Equal Opportunity Employer

PSC Website: <http://www.floridapsc.com>

Internet E-mail: contact@psc.state.fl.us

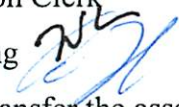
State of Florida



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: June 17, 2014
TO: Carlotta S. Stauffer, Commission Clerk, Office of Commission Clerk
FROM: Adam R. Hill, Engineering Specialist, Division of Engineering 
RE: Docket No. 130269-WU - Joint application for authority to transfer the assets of Venture Associates Utilities Corp. and Certificate No. 488-W in Marion County, Florida to Ocala Palms Utilities, LLC.

Please file the attached correspondence regarding Response to Customer Objections, in the correspondence side of the above mentioned docket file.

Thank you.

COMMISSIONERS:
ART GRAHAM, CHAIRMAN
LISA POLAK EDGAR
RONALD A. BRISÉ
EDUARDO E. BALBIS
JULIE I. BROWN

STATE OF FLORIDA



DIVISION OF ENGINEERING
TOM BALLINGER
DIRECTOR
(850) 413-6910

Public Service Commission

June 17, 2014

Mr. Brett Shinn
5311 NW 18th Street
Ocala, FL 34482

Re: Correspondence in Docket No. 130269-WU – Joint application for authority to transfer the assets of Venture Associates Utilities Corp. and Certificate No. 488-W in Marion County, Florida to Ocala Palms Utilities, LLC.

Dear Mr. Shinn:

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Sincerely,

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Adam R. Hill
Engineering Specialist
Bureau of Reliability and Resource Planning

cc: Office of Commission Clerk (DN 130269-WU)

COMMISSIONERS:
ART GRAHAM, CHAIRMAN
LISA POLAK EDGAR
RONALD A. BRISÉ
EDUARDO E. BALBIS
JULIE I. BROWN

STATE OF FLORIDA



DIVISION OF ENGINEERING
TOM BALLINGER
DIRECTOR
(850) 413-6910

Public Service Commission

June 17, 2014

Ms. James O'Halloran
5079 NW 25th Loop
Ocala, FL 34482

Re: Correspondence in Docket No. 130269-WU – Joint application for authority to transfer the assets of Venture Associates Utilities Corp. and Certificate No. 488-W in Marion County, Florida to Ocala Palms Utilities, LLC.

Dear Ms. O'Halloran:

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Sincerely,

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Adam R. Hill
Engineering Specialist
Bureau of Reliability and Resource Planning

cc: Office of Commission Clerk (DN 130269-WU)

STATE OF FLORIDA

COMMISSIONERS:
ART GRAHAM, CHAIRMAN
LISA POLAK EDGAR
RONALD A. BRISÉ
EDUARDO E. BALBIS
JULIE I. BROWN



DIVISION OF ENGINEERING
TOM BALLINGER
DIRECTOR
(850) 413-6910

Public Service Commission

June 17, 2014

Mr. Frederick Walters
2333 NW 59 Terrace
Ocala, FL 34482

Re: Correspondence in Docket No. 130269-WU – Joint application for authority to transfer the assets of Venture Associates Utilities Corp. and Certificate No. 488-W in Marion County, Florida to Ocala Palms Utilities, LLC.

Dear Mr. Walters:

Thank you for your correspondence regarding Docket Number 130269-WU. The staff recommendation for this docket is due to be filed on Thursday, June 26, 2014, and the case is scheduled to go before the Commission at Commission Conference on Thursday, July 10, 2014.

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Sincerely,

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Adam R. Hill
Engineering Specialist
Bureau of Reliability and Resource Planning

cc: Office of Commission Clerk (DN 130269-WU)

STATE OF FLORIDA

COMMISSIONERS:
ART GRAHAM, CHAIRMAN
LISA POLAK EDGAR
RONALD A. BRISÉ
EDUARDO E. BALBIS
JULIE I. BROWN



DIVISION OF ENGINEERING
TOM BALLINGER
DIRECTOR
(850) 413-6910

Public Service Commission

June 17, 2014

Ms. Susan Trentowski
1924 NW 50th Circle
Ocala, FL 34482

Re: Correspondence in Docket No. 130269-WU – Joint application for authority to transfer the assets of Venture Associates Utilities Corp. and Certificate No. 488-W in Marion County, Florida to Ocala Palms Utilities, LLC.

Dear Ms. Trentowski:

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Sincerely,

A handwritten signature in blue ink, appearing to read "Adam Hill".

Adam R. Hill
Engineering Specialist
Bureau of Reliability and Resource Planning

cc: Office of Commission Clerk (DN 130269-WU)

COMMISSIONERS:
ART GRAHAM, CHAIRMAN
LISA POLAK EDGAR
RONALD A. BRISÉ
EDUARDO E. BALBIS
JULIE I. BROWN

STATE OF FLORIDA



DIVISION OF ENGINEERING
TOM BALLINGER
DIRECTOR
(850) 413-6910

Public Service Commission

June 17, 2014

Mr. Anthony Zecchino
2152 NW 58th Terrace
Ocala, FL 34482

Re: Correspondence in Docket No. 130269-WU – Joint application for authority to transfer the assets of Venture Associates Utilities Corp. and Certificate No. 488-W in Marion County, Florida to Ocala Palms Utilities, LLC.

Dear Mr. Zecchino:

Thank you for your correspondence regarding Docket Number 130269-WU. The staff recommendation for this docket is due to be filed on Thursday, June 26, 2014, and the case is scheduled to go before the Commission at Commission Conference on Thursday, July 10, 2014.

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Sincerely,

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Adam R. Hill
Engineering Specialist
Bureau of Reliability and Resource Planning

cc: Office of Commission Clerk (DN 130269-WU)

STATE OF FLORIDA

COMMISSIONERS:
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LISA POLAK EDGAR
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JULIE I. BROWN



DIVISION OF ENGINEERING
TOM BALLINGER
DIRECTOR
(850) 413-6910

Public Service Commission

June 17, 2014

Mr. Al Correale
2173 NW 51st Terrace
Ocala, FL 34482

Re: Correspondence in Docket No. 130269-WU – Joint application for authority to transfer the assets of Venture Associates Utilities Corp. and Certificate No. 488-W in Marion County, Florida to Ocala Palms Utilities, LLC.

Dear Mr. Correale:

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Sincerely,

A handwritten signature in blue ink that reads "Adam R. Hill".

Adam R. Hill
Engineering Specialist
Bureau of Reliability and Resource Planning

cc: Office of Commission Clerk (DN 130269-WU)

Crystal Card

From: Ruth McHargue
Sent: Wednesday, June 11, 2014 3:30 PM
To: Consumer Correspondence
Cc: Diane Hood
Subject: FW: To CLK Docket 130269

Customer correspondence

-----Original Message-----

From: Consumer Contact
Sent: Wednesday, June 11, 2014 9:23 AM
To: Ruth McHargue
Subject: To CLK Docket 130269

Copy on file, see 1149633C. DHood

-----Original Message-----

From: consumerComplaint@psc.state.fl.us [<mailto:consumerComplaint@psc.state.fl.us>]
Sent: Tuesday, June 10, 2014 5:34 PM
Cc: Consumer Contact
Subject: E-Form Other Complaint TRACKING NUMBER: 36210

CUSTOMER INFORMATION

Name: Janis Lentz
Telephone: 352-425-6219
Email:
Address: 13799 S.W. 114th Terrace Dunnellon FL 34432

BUSINESS INFORMATION

Business Account Name: Janis Lentz
Account Number:
Address: 13799 S.W. 114th Terrace Dunnellon Florida 34432

Water County Selected: MARION

COMPLAINT INFORMATION

Complaint: Other Complaint against Venture Associates Utilities Corp.

Details:
Venture Associates Utilities Corp. is attempting to transfer ownership of Ocala Palms utilities to an individual, Christopher Zacco dba Cherrywood Property Management LLC and a variety of other fictitious corporate names, in Marion County since 1994. This individual has a criminal record; has engaged in financial exploitation of the elderly residents of Cherrywood Estates, located in Ocala, to the tune of approximately \$1M in misappropriated HOA fee funds annually since 2008, in conspiracy with his brother, John Zacco dba Cherry Developers, Inc. This illicit conversion of HOA funds to their own personal enrichment constitutes racketeering, fraud and extortion. Likewise, this personal income was not reported on their federal tax returns, nor were federal income taxes paid on these funds. This conspiracy to commit fraud was reported to the Marion

County Sheriffs Office in 2008 (John Zacco) and 2011 (Chris Zacco). The 2008 complaint was investigated and probable cause for prosecution was established; in an apparent effort to conceal the involvement of county officials and Bldg. Dept. employees in bribery and kickbacks by the Zaccos, the State Attorney for the Fifth District refused to go forward with prosecution of the Zaccos. These two criminals continue, with impunity under the protection of local law enforcement and the State Attorney, to defraud the 729 homeowners in Cherrywood Estates, and now, the 1600+ homeowners in Ocala Palms. The best interests of residents of both communities are in grave peril, as the Zaccos and their father, Mario T. Zacco of Davie, Florida have engaged in this criminal conspiracy to defraud for approximately 20 years. I sincerely urge the PSC to deny the transfer of the water utility in Ocala Palms to Christopher Zaccos control, for all the reasons just described. If further documentation or sworn testimony is needed, I and others knowledgeable about this travesty of justice, are available to provide same.

Shawna Senko

From: James O'Halloran <jimeo2010@hotmail.com>
Sent: Friday, May 23, 2014 1:45 PM
To: Records Clerk
Subject: Rate increase
Attachments: Venture Zacco rate increase0001.pdf

Clerk of PSC,

Regarding Docket#130269, While this sale is pending and being protested, the PSC is granting rate increases?

I checked once again on May 20th at the Ocala Water Authority and found that the water bill is still overdue on over \$20000.

The residents of this community must pay their bills by the 5th of each month, is there any over-site for the good of the people?

Jim O'Halloran
Ocala Palms
352-369-5946

Notice to Customers

Dear Customer:

Under the provisions of Section 367.081 (4) (a), Florida Statutes, and Public Service Commission Rule 25-30.420, Florida Administrative Code, investor-owned water utilities such as Utility are allowed to increase their rates annually based on inflation.

On March 7th, 2014, Ocala Palms Utilities, LLC operating the system currently certified as Venture Associates Utilities Corp. filed for the 2013 price index increase and specifically requested that this increase be delayed so that it could be combined and implemented with the 2014 Index when Filed Approximately 25 days later.

On April 2, 2014, Ocala Palms Utilities, LLC operating the system currently certified as Venture Associates Utilities Corp. filed for the 2014 Price Index increase and requested that it be combined with the previously filed 2013 index so that a single increase could be implemented.

The Commission staff has reviewed both the 2013 index filing and the 2014 index filing for accuracy and completeness.

The actual across-the-board combined 2013 and 2014 index rate increase for water is 1.49%.

These new rates will go into effect on June 1, 2014 and will appear on your bills for all meter readings 30 days on or after that date.

You will see the increase on your July 20th Statement.

The new rates for the Base Facility Charge are as follows:

Residential/Commercial	5/8" Meter Size =	\$13.30	(Homes)
Residential/Commercial	1" Meter Size =	\$33.30	
Residential/Commercial	1 1/2" Meter Size =	\$66.48	

And the New Consumption Charge Per 100 Cubic Feet = \$2.49

Sincerely,
Ocala Palms Utilities, LLC

Shawna Senko

From: James O'Halloran <jimeo2010@hotmail.com>
Sent: Wednesday, May 21, 2014 10:05 AM
To: Records Clerk
Subject: Docket #130269-wu

To: Clerk of PSC,

Below is an email received from the Director of Water and Sewer for the city of Ocala, FL. In the email he is giving us a heads-up on the non-payment of the water bill for our community.

Brett Shinn and I are leading a group of Ocala Palms residents investigating the possibility of having Ocala Palms annexed into the city of Ocala. At a meeting with city representatives yesterday (5/20/14), I asked what the status of the community water bill was currently. I was informed that \$20,652 was past due and the current bill is over \$50,000. .

To be clear, the residents of Ocala Palms have paid their water bills as required by OP utility by the fifth of each month. All OP utility has to do is subtract their profit and send the payment to the Ocala Water Authority. Are they paying other bills with our money? Are they collecting interest on it? Why have they let this happen? This is just what we feared would happen when this sale was announced, and that is why we wrote letters of protest .

At a meeting of the Ocala Palms Residents Association, the representative for Ocala Palms Operations LLC, attorney Bradford Tropello of Blanchard, Merriam, Adel & Kirkland, P.A. , was asked about the unpaid water bill, and he denied that any unpaid bill existed. He went on to assure the audience that Ocala Palms Utility is taking care of the water bills and there are no problems. On the contrary it appears the only thing preventing the Ocala Water Authority from turning off our water is a desire for good will while we are working on annexation into the city for the Ocala Palms community.

Please add this correspondence to the record of protest of the sale of Venture Utilities to Ocala Palms Utilities.

Jim O'Halloran
5079 nw 25th loop
Ocala, Fl. 34482
352-369-5946

Subject: FW: Venture Associates
From: brettshinn@centurylink.net
To: jimeo2010@hotmail.com

----- Forwarded Message

From: Jeff Halcomb <JHalcomb@ocalafl.org>
Date: Wed, 30 Apr 2014 08:54:02 -0400

To: "'brettshinn@centurylink.net'" <brettshinn@centurylink.net>

Cc: Darryl Muse <DMuse@Ocalafl.org>

Subject: FW: Venture Associates



Brett, I am stepping out on a limb here sending this, however I would like to pass along to you so that you are aware of what is going on at the Venture and Sacko company level. There is no one paying for the water that you guys are probably paying to them. Will keep you posted, I am in and out of meetings and if you need to get in touch please do so just allow for a delay today in me getting back right away

Jeff G. Halcomb
City of Ocala, Florida
Director of Water and Sewer
work phone (352) 351-6772
fax (352) 351-6718

jHalcomb@ocalafl.org <<mailto:jHalcomb@ocalafl.org>>

----- Original Message -----

Subject: RE: Venture Associates

From: Mike Parker <MParker@Ocalafl.org>

Hi Terry,

Daniel sent Linda Davenport an Open Doc spreadsheet during the week that I was out. He believes on or near the 15th. The last time I spoke with her, which was prior to that, it seemed that she was still having issues convincing her boss of the amount that they need to pay due to the payments made by the various parties on their accounts. She is aware that they need to bring the account current to avoid disconnect, but she is stuck in the middle. We have tried to give them all the info possible to help them determine how much is owed on each location. If we what to set a deadline for them to pay, I can contact her and let her know.

The last I heard was that they are still in litigation with the new company and that is why the new company has not applied yet. I'm not sure if there is anything we can do to make them move this process along. Please let me know that your thoughts are on this and how you would like to proceed with collections.

Thanks,
Mike

Email Disclaimer: Please note – "Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

----- End of Forwarded Message

RECEIVED-FPSC

13 DEC -2 AM 9:57

COMMISSION
CLERK

November 25th, 2013

Commission Clerk
Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

CC: F. Marshall Deterding, Esquire
Sundstrom, Friedman & Fumero, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301

RE: Objection to application with Particularity
Application for transfer of Utility

Certificate No. 488-W

FROM: Venture Associates Utilities Corporation, VAU, current company
TO: Ocala Palms Utilities, LLC, OPU, new company

Dear "PSC" Public Service Commission. I object to this transfer because of the following particular reasons.

The residents of Ocala Palms should be given the opportunity to annex into the City of Ocala thereby reducing our monthly water & sewer bill by at least 60%. The rates that the residents of this development pay for water and sewer are exorbitant to the point of being egregious.

I have attached a copy of the original contract labeled "Development agreement for Water extension", that was recorded with the Marion County clerk's office; it is public record, between the City of Ocala and Venture Associates Utilities (Arthur Tait, developer & signer). RATES, Page 6. Section (c), 2nd sentence, states: "*However, in the event the project is annexed into the City, the rate charged by Utility to its customers shall be equal to the rate charged by the City to similar residential customers at that time.*" In summary, by allowing the residents to annex into the City, our W&S bills will be dramatically decreased.

Page 1, 4th paragraph, the contract clearly states that the developer has petitioned for annexation into the City but never proceeded forward with annexation. All efforts to locate this petition have been unsuccessful. However, the developer by signing this contract, via his signature, acknowledged that annexation should occur.

I am sure that the original intent of the developer when he created his own W&S utility was to recover his costs of building out the developments W&S infrastructure. However, after seeing what a cash cow the W&S system is, he never proceeded with annexation. It is now time to move forward with annexation.

The current W&S Company, VAU purchases water directly from the city of Ocala. Additionally, the City of Ocala directly handles our sewage. *There is no value added service or product, VAU adds absolutely nothing to the service. The new company, OPU, will not add any value either. What is occurring and will continue to occur is price gouging.*

The original developer "Arthur Tait, Venture Associates" recently sold the common grounds, golf course and associated infrastructure to OPU. He is now completing the remainder of the sale/purchase by moving the water & sewer to the new company, Ocala Palms Utilities.

It is my understanding that years ago, perhaps seven, residents voted no on an annexation ballot. I have been told that at the time, the annexation issue was poorly explained and presented so the residents voted to stay status quo. Since receiving the notification transfer request I have spoken with many residents who have all been in unanimous agreement that immediate annexation would greatly benefit all of the residents of Ocala Palms. It is all in how it is explained and understood. My original goal was to put together a petition with signatures of residents but due to personal time commitments this was not possible. Should I receive a favorable response from the PSC, I will in-fact do this.

Should an annexation vote occur, I envision November of 2014 to be a possible date?

I would very much like to communicate with the PSC staff manager who has been assigned this file. Please have that person contact me at their earliest possible convenience using whichever communication method they prefer.

Sincerely,



Brett Shinn

SHINN

5311 NW 18th Street
Ocala, Florida 34482

352-433-6684

brettshinn@centurylink.net

Attachments; Development agreement for Water extension

2090/0533

55.50

DEVELOPMENT AGREEMENT FOR WATER EXTENSION

CITY OF OCALA
FLORIDA JACK



THIS AGREEMENT is made and entered into this 30th day of June, 1993, by and between VENTURE ASSOCIATES UTILITIES CORPORATION, a Florida corporation ("Utility"), and THE CITY OF OCALA, a Municipal corporation under the laws of the State of Florida ("City").

File # 94082667

WITNESSETH:

WHEREAS, VENTURE ASSOCIATES CORPORATION, a Florida corporation ("Developer") is the owner of the real property located in Marion County, Florida shown on Exhibit "A" attached hereto, and Developer plans to construct the Ocala Palms Golf Community P.U.D. (hereinafter the "Development") on said real property; and

WHEREAS, Utility has agreed to provide residential and commercial water service to the Development; and

WHEREAS, Utility has requested that the City provide commercial water service to Utility, and to provide the required water service it is necessary to construct an extension of certain City water lines, all as is more particularly set forth below; and

WHEREAS, in accordance with the City's current water and sewer main extension policy the Developer has petitioned for annexation of the Development into the City of Ocala, and said petition is on file in the offices of the City Building and Zoning Department; and

WHEREAS, the parties desire to enter into this Agreement to set forth their respective obligations and covenants, all as is more particularly set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable considerations, and with the intent that they be legally bound by this Agreement, the parties do hereby agree as follows, which terms shall be binding upon their successors and assigns, as may be applicable:

1. Incorporation of Recitals. The parties acknowledge that the aforesaid recitals are true and correct, and their terms and provisions are incorporated herein for all purposes.

2. Definitions. For the purposes of this Agreement, the following terms shall have the following definitions:

(a) "Agreement" - shall refer to this Agreement, as it may from time to time be amended or supplemented pursuant to its terms and provisions.

(b) "Developer" - shall refer to Venture Associates Corporation, a Florida corporation.

(c) "Development" - shall refer to the proposed residential and golf community to be developed by Developer on the real property shown on attached Exhibit "A" in accordance with Planned Unit Development plans previously submitted to, and approved by, Marion County, Florida, with copies of said plans having been previously provided to City for the purposes of this Agreement, which plans shall be considered as Exhibit "C" to this Agreement.

(d) "Extensions" - shall refer, in composite, to the water line extensions to be constructed by Utility in accordance with the Plans (as defined below).

(e) "Plans" - shall refer to the final engineering plans for the Extensions which have been submitted by Utility to City, and approved by City, copies of which will be kept on record at the office of the City Engineer and which shall, by reference, be considered as Exhibit "B" to this Agreement and incorporated herein for all purposes.

3. Representations of Utility. As a material inducement to City to enter into this Agreement, Utility represents and warrants to City that:

(a) Utility is a Florida corporation, duly organized and validly existing under the laws of the State of Florida. Utility is properly qualified to do business during the calendar year 1993, and will maintain its legal status to do business under the laws of the State of Florida throughout the term of this Agreement.

(b) Utility has full and complete authority to enter into this Agreement, and the execution of this Agreement and the completion of the obligations of Utility hereunder do not contravene with, nor will they contravene with, the Articles of Incorporation or Bylaws of Utility, or any other contracts or agreements which are legally binding upon Utility.

(c) Utility has taken all required corporate actions necessary to approve the execution of this Agreement and the completion of the Utility's obligations hereunder.

(d) Utility holds all necessary licenses required by the Florida Public Service Commission ("PSC") to sell potable water. Utility's PSC license number is 488-W. There is no pending administrative or legal proceeding which will, or may, cause Utility to lose its PSC license.

4. Representations of City. As a material inducement to Utility to enter into this Agreement, City represents and warrants to Utility that:

(a) City is fully authorized to enter into this Agreement, has taken all required legal actions necessary to approve the execution of this Agreement, and upon the execution of this Agreement its terms and provisions will be the binding legal obligations of City.

(b) City currently has sufficient permitted and constructed water capacity to provide to Utility commercial water service for the sale by Utility to the Development.

(c) City will assist, to the extent required, Developer in procuring (at Developer's expense) any and all necessary right-of-way permits required to be approved or issued by any other governmental authority necessary for the construction of the Extensions. As set forth below, Developer shall at its sole expense provide the engineering and design plans for the Extensions and procure all necessary permits.

5. Obligations of Utility. Utility agrees that it will:

(a) Immediately, at its own expense, make application for all necessary governmental permits or other permits required by applicable governmental authority for the construction of the Extensions.

(b) Retain a professional engineer registered in the State of Florida, to:

(i) Supervise the design and construction of the Extensions;

(ii) Provide the required certification of completion; and

(iii) Act on behalf of and represent the Developer on technical matters.

The initial engineer designated by Developer (the "Project Engineer") shall be Miles C. Anderson, P.E.. Developer further agrees to require the Project Engineer to provide written documentation, in a form acceptable to the City Engineer, attesting to the Project Engineer's compliance with the requirements of this sub-paragraph.

(c) Construct, at its own expense, the Extensions in accordance with Plans attached hereto as Exhibit "B" within one (1) year from the date of this Agreement, unless otherwise provided herein. Additional time may be mutually agreed upon in the event of delays due to acts of God, strike, or other circumstances not controlled by Utility.

(d) Continually maintain for a period of one (1) year after completion and acceptance by the City the Extensions. Acceptance of the Extensions by the City will be subject to review and revocation by the City Engineer at any time within said maintenance period upon notification or writing to Utility of any defects found in the materials or workmanship, with the effect of said revocation being that Utility's liability with regard to those defects cited by the City Engineer shall be extended for a period of one (1) year, which period commences upon acceptance by the City Engineer, in writing, of the correction of said defects. Utility agrees to repair any and all defects reported within ten (10) calendar days after receipt of written notification from the City Engineer.

(e) Dedicate to the City the Extensions located outside the boundaries of the Development, subject to the aforesaid agreement of Utility to maintain and repair the same during the period of one (1) year after completion and acceptance by the City.

(f) Amend the construction plans in the future to comply with future City standards and specifications for water line improvements which are not constructed within one (1) year of the date of this Agreement, should these standards and specifications change prior to the construction of these improvements for the Development.

(g) Submit one (1) set of as-built plans for the water line Extensions certified by the Project Engineer and detailed to the extent required by the City Engineer.

(h) Provide to the City complete and legally effective releases or waivers satisfactory to the City of all liens, in form and substance acceptable to City, arising out of this Agreement and the labor and services performed and the material and equipment furnished hereunder.

(i) Obtain and abide by all terms of any and all permits which may be required by the State of Florida, Marion County, the City, or any other applicable governmental authority, all at no cost to the City.

(j) Subsequent to the construction of the Extensions, purchase from the City all bulk potable water required to provide potable water service for the Development.

6. Obligations of City. City agrees that it will:

(a) Reimburse the Utility for additional construction costs incurred with the upgrade or oversizing of the Extensions, as set forth in Paragraph 7, infra.

(b) Accept and maintain all improvements outside the boundaries of the Development after the completion of the maintenance as described herein. This shall include, but not be limited to, the water line Extension.

(c) Upon completion of the required Extensions, payment of fees and approval of Extensions by the City Council, all in accordance with the provisions of this Agreement, permit the connection by Utility to City water line for the purpose of Utility purchasing, as a commercial water purchaser, potable water from City.

7. Additional Construction Expense. City retains the right, prior to the initiation of construction of the Extensions by Utility, to oversize all or any portion of the Extensions from the size capacities required to serve the Development, if the City determines that it would be in the best interest of the City to construct additional capacity. In this event, City shall bear all expense of any additional engineering or permitting required, and the City shall reimburse Utility for any additional construction expense. The reimbursement shall be paid by the City to Utility within thirty (30) days of receipt by the City of a certification of costs provided by Utility and the Project Engineer. The amount of reimbursement to be paid by the City to Utility shall be equal to the cost the City would incur for the construction of the additional capacity, as determined based upon then-existing City contracts with third-party contractors for the construction of the same or similar improvements. In the event there is any dispute between City and Utility regarding the amount of reimbursement under the terms of this paragraph, the dispute shall be settled by binding arbitration between City and Utility, such arbitration to be held in accordance with the rules of the American Arbitration Association in the City of Ocala. City and Utility agree to be bound by the determination of the arbitration panel.

8. Internal Development Improvements. Nothing contained in this Agreement shall in any way obligate City to construct, join in the construction of, or be a party to the construction of water line improvements or potable water system improvements located within the boundaries of Development. City agrees to provide commercial water service to Utility, which shall be allowed to connect to the City water service upon compliance with all of the other obligations of Utility under this Agreement. Utility or Developer shall be solely responsible for the construction of potable water system improvements located within the boundaries of Development.

9. Rates. The following provisions shall apply to the rate charged by City to Utility to purchase water from the City, and the rate charged by Utility to its customers:

(a) The rate charged by City to Utility will be equal to the bulk commercial rate charged by City to other bulk commercial customers, as then in effect, and as may be subsequently modified by appropriate action of the City Council.

(b) Each residential unit or building which is connected to the water system in the Project shall pay any impact fee charged by the City prior to the issuance of a Certificate of Occupancy.

(c) The rate charged by Utility to its customers within the Project shall be the rate approved by the Florida Public Service Commission. However, in the event the Project is annexed into the City, the rate charged by Utility to its customers shall be equal to the rate charged by the City to similar residential customers at that time. In the event Utility is unable to charge the same rate as City, Utility shall be obligated to convey to City, free of all liens and encumbrances, the water distribution system located within the boundaries of the Project, which shall then become a part of the City water system.

*and
sentence*
←

10. Conveyance to City. At any time during the period commencing on the date of this Agreement and continuing for five (5) years, Utility shall have the right and option to elect to convey to City the water system located within the boundaries of the Project, subject to the following terms and provisions:

(a) Utility's right to convey the water system to City is expressly contingent upon the water system being constructed by Utility in accordance with the plans, and in accordance with the construction standards of City;

(b) Utility shall dedicate to the City the Extensions constructed within the boundaries of the Development, free and clear of all liens and encumbrances; and

(c) Utility has, at all times, complied fully with the terms and provisions of this Agreement.

In addition to the right of Utility to convey the water system to City during the time period set forth above, Utility shall further have the right to convey the water system to City upon the same terms and conditions upon the annexation of the Project into the boundaries of the City and the inability of Utility to legally charge to its individual residential customers located within the Project the same water rate that is charged by the City to comparable customers at that time.

11. Reimbursement of Costs. If at any time within five (5) years of acceptance of the improvements by the City a third-party customer connects to the City water system by connecting to the water line located outside the boundaries of the Project which is constructed by Utility as a part of the Extensions, and the third-

party customer is charged a connection fee based upon the customer's frontage on the water line, Utility shall be entitled to receive from City reimbursement for its construction expenses of the water line located outside the boundaries of the Project, subject to the following terms and provisions:

(a) The maximum amount of total reimbursement which shall be payable to Utility shall be equal to the cost of the construction of the water line outside the boundaries of the Project. For the purposes of determining the maximum reimbursement amount, the cost shall be calculated based upon the City's estimated construction cost for the same or similar construction at the time of construction.

(b) Utility shall be entitled reimbursement only from connection fees paid by third-party customers which are based upon the frontage of the third-party customer's property on the water line in question.

(c) Upon receipt of an applicable front foot connection fee for which reimbursement is owed to City, the City will immediately remit to Utility the reimbursement amount.

12. Exclusive Service. By the counter-execution of this Agreement Developer, although not a party to the Agreement, agrees that it will purchase all potable water required for any residential, service or support facilities or units to be constructed within the boundaries of the Development from Utility. This covenant shall be a continuing obligation of Developer, during any time period in which Utility is connected to the City water system with respect to Development.

13. Joinder in Plat. City acknowledges that it has been advised that Developer intends to plat with the Board of County Commissioners of Marion County, Florida all or portions of the Development. The platting may occur in phases, at the election of Developer. City agrees that, if it records this Agreement in the Marion County Public Records, it will join in and consent to the platting of any portion of the real property shown on Exhibit "A", provided that City's joinder in and consent to the plat or plats shall in no way obligate the City to construct any of the contemplated subdivision improvements. It is further agreed that subsequent to the recording of the plat or plats the City will, at the request of Developer, release from the terms of this Agreement individual residential lots, or any other property located within the boundaries of the plat which is not required for road rights-of way or a golf course facility.

14. Expenses. The parties will bear the following expenses with respect to the transactions contemplated by this Agreement:

(a) Developer will pay the following costs:

(i) All application and permitting fees required with respect to the Plans;

(ii) The cost of recording this Agreement;

(iii) The \$75.00 fee required by City Ordinances for the preparation of this Agreement;

(iv) The cost of recording any partial release which releases the property located within the Development from the terms of this Agreement; and

(v) The cost of preparing any partial release documents.

(b) City will pay the following costs:

(i) All costs incurred with respect to the construction of additional capacity, as set forth above.

13. General Provisions.

(a) Survival of Representations and Warranties. All representations and warranties contained herein or made in writing by the parties in connection herewith shall survive the execution and delivery of this Agreement.

(b) Successors and Assigns. All covenants and agreements in this Agreement contained by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.

(c) Notices. All communications provided for hereunder shall be deemed given when deposited in the United States Mail, postage prepaid, return receipt requested, addressed to the parties as follows or to such other address with respect to any party as such party shall notify the others in writing:

As to Utility:

VENTURE ASSOCIATES UTILITIES
CORPORATION
Attention: Arthur F. Tait, Jr.
8888 S.W. Hwy 200
Ocala, Florida 34476

As to City:

THE CITY OF OCALA
Water & Sewer Director
Post Office Box 1270
Ocala, Florida 34478

Any party may modify the address set forth above by providing written notification of the modification in accordance with the provisions of this paragraph.

(d) Applicable Law. This Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida.

(e) Headings. The descriptive section headings herein have been inserted for convenience only and shall not be deemed to limit or otherwise affect the construction of any provisions hereof.

(f) Counterparts. The Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

(g) Attorneys' Fees. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorneys' fees and reasonable attorneys' fees incurred with respect to appellate or bankruptcy proceedings related thereto.

(h) Entire Agreement. This Agreement represents the entire agreement between the parties regarding its subject matter, and there are no prior or contemporaneous agreements regarding its subject matter. This Agreement may be amended only by the execution of a written agreement, executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first above written.

Signed, sealed and delivered
in our presence as witnesses:

AS TO UTILITY:

VENTURE ASSOCIATES UTILITIES
CORPORATION

Katherine C. Evans
Print Name KATHERINE C. EVANS

By *[Signature]*
Exec. V. President

Josefina S. Ramos
Print Name Josefina S. Ramos

AS TO CITY:

THE CITY OF OCALA

Deborah C. Bullock
Print Name Deborah C. Bullock

Dorothy Ann West
Print Name Dorothy Ann West

By [Signature]
Its Council President
Richard A. Kesselring, Jr.

Attest: [Signature]
Mary Jane Milan
City Clerk

STATE OF FLORIDA
COUNTY OF MARION

The foregoing Agreement was acknowledged before me this 9th
day of June, 1993, by ARTHUR F. TALL, JR.
the Exec. V. Pres. of VENTURE ASSOCIATES UTILITIES CORPORATION,
on its behalf.

Katherine C. Evans
Notary Public, State of Florida
Name: KATHERINE C. EVANS
(type or print)
My commission expires: 9/3/94
Commission No: AA 626508

Personally Known -OR- Produced Identification
Identification Produced _____

STATE OF FLORIDA
COUNTY OF MARION


The foregoing Agreement was acknowledged before me this 8th
day of July, 1993, by Richard A. Kesselring, Jr., the
Council President of THE CITY OF OCALA, on its behalf.

Deborah C. Bullock
Notary Public, State of Florida
Name: _____

(type or print) DEBORAH C. BULLOCK
My commission expires: Notary Public, State of Florida
Commission No: My comm. expires July 16, 1995
No. CC127673

Personally Known -OR- Produced Identification
Identification Produced _____

Approved as to form and legality:



Patrick G. Gilligan
City Attorney

-11-

ACCEPTED BY CITY COUNCIL
on 25th day of May, 19 93
By: Deborah C. Bullock
Senior Deputy City Clerk

JOINDER BY DEVELOPER

TO THE LIMITED extent set forth herein, the undersigned Developer hereby joins in and consents to the terms and provisions of this Agreement.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed and its seal affixed on this the 9th day of June, 1993.

Signed, sealed and delivered in our presence as witnesses:

AS TO DEVELOPER:

VENTURE ASSOCIATES CORPORATION

Katherine C. Evans
Print Name KATHERINE C. EVANS

BY Arthur F. Tait, Jr.
Its Exec. V. President

Josefina S. Ramos
Print Name Josefina S. Ramos

STATE OF FLORIDA
COUNTY OF MARION

The foregoing Agreement was acknowledged before me this 9th day of June, 1993, by ARTHUR F. TAIT, JR., the Exec. V. Pres. of VENTURE ASSOCIATES CORPORATION, on its behalf.

Katherine C. Evans
Notary Public, State of Florida
Name: KATHERINE C. EVANS
(type or print)
My commission expires: 9/3/94
Commission No: _____

Personally Known -OR- Produced Identification
Identification Produced _____

Dir: A:TaitVAC\WateDev3.Agmt:cc

RECEIVED-FPSC

November 21, 2013

13 DEC -2 AM 9:58

Commission Clerk
Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

COMMISSION
CLERK

RE: Objection to application with Particularity
Application for transfer of Utility

FROM: Venture Associates Utilities Corporation, VAU, current company
TO: Ocala Palms Utilities, LLC, OPU, new company

Having received notice for transfer of utility assets and water certificate of my water and sewage provider, it seems that I have the right to object.

My first question is: Who owns Ocala Palms Utilities?

This is very difficult to determine, but I did come up with the name Zacco. In doing an online internet search of the name Zacco, I find an article published 1/30/2011. The title of the article is "Developer or Extortionist?" I have provided a copy of the article as Attachment A. It's not known if the facts presented in the article are true, but they do raise questions of propriety.

My second question is: Why does this utility still exist?

According to Fl. Statute 367.071 "the sale must be in the public interest". The public inside Ocala Palms pay exorbitant rates for water and sewage compared to the City of Ocala. I have been a resident here for 34 months, in which time I have paid \$4,044 for water and sewage. I contacted Jeff Halcomb, Director of Water & Sewage for the City of Ocala, to find out what a single family dwelling in Ocala pays for water and sewage. He informed me that the average is \$54 per month. That would have been \$1836 for the same 34 months, considerable less than I am paying!

According to Statute 367.081, rates must be just, reasonable, compensatory and not unfairly discriminatory.

Just – it is morally right or fair for the Developer to reap profits contrary to the public interest?

Reasonable – is it in accordance with reason for this to continue?

Compensatory – the Developer received reasonable compensation for his infrastructure investment in the first five years.

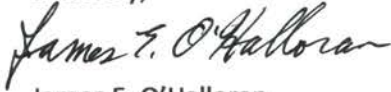
Unfairly discriminatory – the value of the water is intrinsic. The quality is assured by the City of Ocala water Authority, with nothing added by Venture Utilities. The cost of providing is limited to collecting and counting the profits, reporting same and paying the City for water used.

In my research I came across two newspaper articles about the question of annexation of Ocala Palms into the City of Ocala. The first written November 20, 2007, posed the question "will Venture Associates increase other fees if it no longer receives utilities revenue?" This article is Attachment B

The second article , attachment C , published January 30, 2008 was about the referendum for annexation being defeated. Less than a week before the referendum, Venture distributed a letter confirming rumors that certain fee increases would result from annexation. Amenities fees, golf fees, and garbage collection fee increases were outlined in the statement.

In reality amenities fees increase is limited by the Covenants and Restrictions of the community. Even without annexation, the developer has increased the fee by the maximum allowed each year. The golf course is a public venue and fee increase only applies to those playing golf in Ocala Palms. Garbage collection would be provided by the City of Ocala if the community were to be annexed and the developer would have no part in deciding the fee. It is apparent to me that the annexation vote was heavily influenced by timely scare tactics perpetrated by the Developer/Venture Associates Utilities.

Sincerely,



James E. O'Halloran
5079 NW 25th Loop
Ocala, FL 34482
352-369-5946
jimeo2010@hotmail.com

ATTACHMENTS 3

Cc: F. Marshall Deterding, Esquire
Sundstrom, Friedman & Fumero, LLP
2548 Blirstone Pines Drive
Tallahassee, FL 32301

**NOTICE OF APPLICATION FOR TRANSFER UTILITY ASSETS
AND WATER CERTIFICATE**

NOTICE IS HEREBY given on the 5th day of November, 2013, pursuant to Section 367.071, Florida Statutes, of the Application for Transfer of the Utility Assets of Venture Associates Utilities Corporation, and Certificate No. 488-W to Ocala Palms Utilities, LLC, providing water service to the following described territory in Marion County, Florida:

A parcel of land lying in Section 3, 4 and 9, Township 15 South, Range 21 East, Marion County, Florida, Tallahassee Meridian being more particularly described as follows:

Beginning at the Southeast corner of said Section 4, thence S 4°48'07" W, along the East boundary of the Northeast ¼ of said Section 9, 1322.45 feet to the Southeast corner of the N.E. ¼ of the N.E. ¼ of said Section 9; thence N 85°41'55" W, along the South boundary of the said N.E. ¼ of the N.E. ¼, 1297.34 feet to the S.W. corner of the N.E. ¼ of the N.E. ¼ of Section 9; then continue N 85°41'55" W, along the South boundary of the N.W. ¼ of the N.E. ¼, 1297.33 feet to the S.W. corner of the said N.W. ¼ of the N.E. ¼ of said Section 9; then N 84°56'00" W, along the South boundary of the N.E. ¼ of the N.W. ¼ 1348.41 feet, to the Southwest corner of the said N.E. ¼ of the N.W. ¼ of said Section 9; thence continue N 84°56'00" W, along the South boundary of the East ½ of the N.W. ¼ of the N.W. ¼ of said Section 9, 674.20 feet to the Southwest corner of the said East ½ of the N.W. ¼ of the N.W. ¼; thence N 5°01'04" E, along the west line of way line of N.W. 60th Avenue (50' right of way); thence N 4°50'36" E, along the said East right of way line, 264.00 feet; thence S 85°09'24" E, departing said East right of way line, 650.70 feet to the West line of the said East ½ of the N.W. ¼ of the N.W. ¼; thence N 5°01'04" E, along said West line, 824.90 feet to the Northwest corner of the said East ½ of the N.W. ¼ of the N.W. ¼; thence N 84°30'04" W, along the South boundary of the S.W. ¼ of said Section 4, 648.13 feet to the East right of way line of said N.W. 60th Avenue; thence N 4°52'39" E, along said East right of way line, 2643.25 feet to the North boundary of the S.W. ¼ of said Section 4; thence S 85°17'29" E, along said North boundary, 2649.01 feet to the Northeast corner of the said S.W. ¼; thence S 4°09'21" W, along the East boundary of the said S.W. ¼, 315.00 feet (105 yards); thence S 85°17'29" E, parallel to the North boundary of the S.E. ¼ of said Section 4, along the South boundary of the North 105 yards, 882.23 feet; thence N 4°28'23" E, along the West boundary of the East 6.36 chains of the N.W. ¼ of the S.E. ¼ of said Section 4, 44.39 feet to the South line of the North 4.10 chains of the said N.W. ¼ of the S.E. ¼; thence S 85°17'29" E, along the South boundary of the said North 4.10 chains, 352.15 feet; thence N 4°28'23" E, parallel to the East boundary of the N.W. ¼ of the S.E. ¼, 270.60 feet to the North boundary of the S.E. ¼ of said Section 4; thence S 85°17'29" E, along the North boundary of the said S.E. ¼, 414.98 feet to the Southerly right of way line of U.S. Highway No. 27 (State Road 500); thence S 57°36'40" E, along said Southerly right of way line, 2827.20 feet to the South boundary of the N.E. ¼ of the S.W. ¼ of said Section 3; thence N 85°36'04" W, along the said South boundary, 224.48 feet to the Southwest corner of the said N.E. ¼ of the S.W. ¼; thence continue N 85°36'04" W, along the South boundary of the N.W. ¼ of the S.W. ¼ of said Section 3, 1324.81 feet to the Southwest corner of the said N.W. ¼ of the S.W. ¼; thence S 4°47'44" W, along the East boundary of the S.E. ¼ of said Section 4, 1321.71 feet to the Point of Beginning.

Any objections to the Application must be made in writing and filed with the Commission Clerk, Office of Commission Clerk, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, no later than 30 days from the date of this Notice, with a copy to F. Marshall Deterding, Esquire, Sundstrom, Friedman & Fumero, LLP, 2548 Blairstone Pines Drive, Tallahassee, Florida 32301. The objection must state the grounds for the objection with particularity.

VENTURE ASSOCIATES UTILITIES CORPORATION
and OCALA PALMS UTILITIES, LLC

Attachment-A

DEVELOPER OR EXTORTIONIST?

Article Courtesy of ALLVOICES WORLDNEWS

By Largeant

Published January 30, 2011

OCALA, FL -- As a good freelance contributor I'm always after a good true story. It was brought to my attention by a resident of Cherrywood Estates that they have been terrorized by a crook so called Developer Chris Zacco. Let me give you a small snap of the beginnings of Cherrywood Estates in Ocala, Fl.

During the 90's all the way to 2003 when the last house was build by then "developer" klan the Zaccos, it is fascinating and yet, very tragic. As the Zacco's family regular under-achievers were living day by day however, "somehow" they stroke a "loan" and started to build houses pre-paid by the the new owners now 731 houses then placing loans in Cherrywood Clubhouse got the cash to create another development and so on and so forth.

The tragic resides in the fact that the Zacco klan and one of the most ambitious, cruel and extortionist people represented most of the cases by Christopher Zacco, when after building the last dwelling in 2003 he proclaimed himself the Manager to the community creating another entity named "Cherrywood Property Management", LLC. only to show a legal status to charge to the residents outrageous fees to cover: Amenities/Recreation Fees and Common Area Maintenance collecting per month the modest amount of \$86,989. Then the other business license that he opened is: Cherrywood Developers, Inc. under which name the Zacco klan charges to the residents for services such as: Refuse and Cable Services and its respective Taxes collecting in this case per month the modest amount of \$ 51,111.52 making the grand total of \$ 138,100.52

The Extortion comes when one person forces another to pay money or any other deed, in this case Chris Zacco, was the "developer" he has no business in being the community manager, he just does not allow the residents to create and organize a normal Home Owners Association, as it should be in this cases.

2. Extortion again, he/the Zaccos increase fees without explanation or regard for the residents that in most cases live on fixed income such as their Social Security or any other pension checks. If any resident refuses to pay the fees increase, Chris Zacco place a lien on their house and threats people that "he could take their house away"

3. Long before 2003 thru today the residents had make many attempts to create their own HOA and take charge of their own community and recreation expenses, choices of utility companies and make the payments directly to them instead thru Chris Zacco including the taxes. Well, that haven't happened yet, you see, Chistopher Zacco and his big informative mouth, had said loud and clear that "he has lots of connections" something that unfortunately, the abused residents had confirmed. In order to comply and cover all the legal aspects of forming an HOA the residents had retained in several occasions the services of Attorneys at Law, only to be threat and or paid off by the Zaccos consequently, the Attorneys simply and kindly declined any intervention in the matter.

Its a fact that these residents of Cherrywood Estates can't find Legal and Honest representation to take over and make Christopher Zacco accountable for all that cash that he has been

collecting thru the years, dilapidated Clubhouse, old exercise equipment, broken tiles in and around the swimming pool, peeling off paint, 2 Clerks that answer the phone, but, have no answers only big nasty, rude and arrogant attitude, treating callers as if they were a nuisance and translating Christopher manuscript: "you have to pay that amount, its Chris' prerogative to increase prices" "Good bye"

So, it is obvious that, Christopher Zacco "know people in high places" however, it's not the way we conduct business in USA and last time I check, Ocala, Fl. still is part of America the Beautiful. I wonder if the Zacco klan disclosed all the income and pay their fair share of taxes to IRS just like the rest of us, or perhaps he also have friends there.

I will keep digging up more about the Zacco klan to keep you inform. Ocala, Fl. and Cherrywood Estates is a truly beautiful place to live and retire, surrounded by natural beauty, countless activities to live life, shopping malls, restaurants, hotels, hospitals equipped with the latest technology to keep the community in great healthy shape and attend any emergency and very friendly neighbors. They just need a HOA by the residents and for the residents of Cherrywood Estates, and Christopher Zacco out of the picture and hands off their wallets.

Yes, I said at the beginning that you could see Christopher's face. BELOW is the mug-shot from the Ocala Star Banner (local paper) showing his arrest record: Burglary and domestic violence. Oh! yeah, his girlfriend decided to withdrawal the charges after a "winter vacation" and a more than likely a good cash compensation and the proverbial "this won't happen again I promise."

This is a true story, lets help together these Cherrywood Residents. **PLEASE!** I truly wish you can see his face, first thing come to mind: Are you kidding me? Just as I did 1rst time I saw it!

Is there anybody out there who could provide some legal advise to these residents? Somebody that had not been touched by Christopher Zacco?

CHRISTOPHER ZACCO

Booking Number: 1000013292

Booked on: 12/09/2010 at 02:01am DOB: 08/06/1960 Race: White Sex: Male Age: 49



Charges:

Charge Number :1

Violation Description :BURGL-UNOCCUPIED STRUCTURE UNARMED

Violation Description2 :BURGLARY

Agency Case Number :N/A Violation Code :810.02-4A

Violation Level :F

Clear Type :N/A Court Case Number :N/A

Required Bond Type :SURETY

Bond Company Name :N/A Required Bond Amount: 5000

Required Cash Amount: 0

Charge Number :2

Violation Description :DAMAGE PROP-CRIM MISCH-200 DOLS OR LESS SUBSQ OFF

Violation Description2 :CRIMINAL MISCHIEF

Agency Case Number :N/A Violation Code :806.13-1B1

Violation Level :F

Clear Type :N/A	Court Case Number :N/A	Required Bond Type :SURETY
Bond Company Name :N/A	Required Bond Amount : 1000	Required Cash Amount : 0
Charge Number :3		
Violation Description :DAMAGE PROP-CRIM MISCH-200 DOLS AND UNDER		Violation Description2 :CRIMINAL MISCHIEF
Agency Case Number :N/A	Violation Code :806.13-1B1	Violation Level :M
Clear Type :N/A	Court Case Number :N/A	Required Bond Type :SURETY
Bond Company Name :N/A	Required Bond Amount : 250	Required Cash Amount : 0

<u>HOA ARTICLES</u>	<u>HOME</u>	<u>NEWS PAGE</u>
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Attachment - B



OCALA - A developer's plan for dealing with profit loss because of the potential annexation of Ocala Palms could cost the city a tax base increase and keep water bills high for residents.

Developer's fees crucial to residents' decision on Ocala Palms annexation

BY JESSICA GREENE

STAR-BANNER

Published: Tuesday, November 20, 2007 at 6:30 a.m.

OCALA - A developer's plan for dealing with profit loss because of the potential annexation of Ocala Palms could cost the city a tax base increase and keep water bills high for residents.

In January, residents of Ocala Palms will vote whether the community should be annexed into the city of Ocala.

The 55 and up community became eligible for annexation after Heath Preserve, a 414-unit development along Northwest 49th Street, became part of the city in 2006.

Annexation would subject Ocala Palms residents to city taxes, but they would no longer have to pay certain law enforcement, emergency service, water and waste taxes currently levied by the county. Incorporating the 1,062 parcels would provide the city with additional revenue through an increased tax base. Based on the 2007 tax roll, the county levied about \$2.5 million in taxes on the community.

Marion County Board of County Commissioner Charlie Stone and a team of Marion County department leaders held an informational meeting Monday at the community's clubhouse. The goal was to address resident questions and "re-educate" attendees about county services, said Judge Cochran, public information officer for Marion County. City officials held similar forums in September.

But one question hasn't been answered for residents: Will Venture Associates Corp. - the community builder and water service provider - increase other fees if it no longer receives utilities revenue?

Venture Associate Utilities currently purchases water from the city and then sells it to Ocala Palms residents. If Ocala Palms is annexed, the city will take control of the community's water service.

Many residents believe that if Ocala Palms is annexed, Venture will make up profit losses by raising community amenities fees.

About three months ago, Ocala Palms residents were hit with a significant increase in their water rates. The increase occurred after the county imposed uniform, tiered consumption rates in unincorporated areas to encourage water conservation. To compensate, Venture Associate Utilities raised its base and usage rates.

"Our water rates have recently gone up over 72 percent," Ann Maccarrone told the Star-Banner during the city's September forum.

Knowing how the developer will react if annexation occurs is crucial to making the best decision and will greatly influence their vote, some residents said.

"Venture is the key piece to this," said Brooke Koons, who helped organize the county forum.

Arthur Tate, president of Venture Associates Corp., declined to say how the company would react to profit losses should the community decide to annex.

Although Tate would not say whether the company would host a public forum, he did say residents' questions would be addressed. Questions can be e-mailed to Eleen Spinosa, community relations representative for Venture Associates Corp., at espinosa@ocalapalms.com.

Jessica Greene may be reached at jessica.greene@starbanner.com or 732-7159.

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Attachment-C



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Ocala Palms residents reject annexation into city

Citing higher costs, residents of U.S. 27 retirement community overwhelmingly vote against proposal

BY JESSICA GREENE

STAR-BANNER

Published: Wednesday, January 30, 2008 at 6:30 a.m.

OCALA -- Concerned over the possibility of increased taxes and amenity fees, Ocala Palms residents voted down a referendum Tuesday that would have made the community part of the city of Ocala.

"If it's not broke, don't fix it," said Bob Brouillard as he left the Ocala Palms clubhouse - the voting precinct for the community off U.S. 27, also known as Northwest Blitchton Road.

More than 1,300 of Ocala Palms' approximately 1,600 registered voters cast ballots on the annexation question. Of those, almost 78 percent voted against it.

John Roesler, who spearheaded an informational effort against annexation, was "very glad" to hear that the referendum did not pass, he said.

Roesler said he distributed the red flyer after realizing that many of his fellow residents weren't considering the effect annexation would have on homeowners' insurance, property taxes and amenities fees, he said.

"I just got very tired of hearing people talk only about the potential decrease in water rates," he said.

The move to incorporate Ocala Palms came to a head in April after residents experienced a drastic increase in their water bills. The spike came about after the city changed its rate structure to ensure conservation efforts and that residential customers were not subsidizing commercial customers, said Tye Chighizola, planning director for the city of Ocala.

Then in May, the city announced its goal to incorporate the retirement golf community as a way to expand its tax base and decrease residents' water bills.

Since the referendum did not pass, residents will continue to pay county taxes and will retain water service from Venture Associates Utilities.

Many residents had concerns early on that - because the developer owns the utility company that serves the community - Venture Associates Corporation would raise amenities fees.

The developer's lack of response to inquiries regarding potential fee increases brewed skepticism and concern among residents.

Then, less than a week before the referendum, Venture Associates Corporation distributed a letter confirming rumors that certain fee increases would result from annexation. Amenities fees, golf fees and garbage collection fee increases were outlined in the statement.

This information was the missing link that many residents needed to make up their mind. It certainly influenced Brouillard's decision, he said.

The letter also clarified in bold, capital letters that the company was not earning a profit from earlier water increases, only passing on fees escalated by the city. It went on to state the company would continue efforts to decrease residents' water bills as evidenced by a request for a rate readjustment it submitted to City Council members last Tuesday.

Bob Hartsock was in favor of annexation, but isn't too disappointed, he said.

The important thing is that residents move past any contention generated between the two camps over the past months and get back to "enjoying the good life at Ocala Palms," he said.

In 2006, Ocala Palms became contiguous to city property after a 414-unit development along Northwest 49th Street called Heath Preserve voluntarily annexed into Ocala.

City Council members will review the reclassification request made by Venture Associates Utilities Corporation again on February 5, at 4 p.m.

Jessica Greene may be reached at 352-732-7159 or jessica.greene@starbanner.com.

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