

REPLY TO:

**CHRISTOPHER M. HORTON**  
ATTORNEY AT LAW  
DIRECT DIAL 954 769 5324  
cmhorton@smithcurrie.com

**SMITHCURRIE**

July 1, 2020

**Via Electronic Filing**

Mr. Adam Teitzman  
Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Re: *Docket No. 2020* \_\_\_\_\_  
Notice of Filing Casa Devon Venture, LP's Petition for Emergency Variance or  
Waiver from Rule 25-6.049(5) – (6), Florida Administrative Code

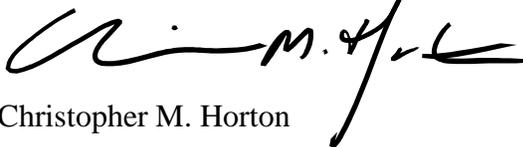
Dear Mr. Teitzman:

Enclosed for filing in the above styled matter is Casa Devon Venture, LP's Petition for Emergency Variance or Waiver from Rule 25-6.049(5) – (6), Florida Administrative Code, with accompanying exhibits supporting the Petition.

Should you have any questions or requests for additional documentation, please do not hesitate to contact me. Thank you for the Commission's consideration of this matter.

Sincerely,

**Smith, Currie & Hancock LLP**

  
Christopher M. Horton

STATE OF FLORIDA  
BEFORE THE PUBLIC SERVICE COMMISSION

IN RE:

CASA DEVON VENTURE, LP,  
a Florida limited partnership

Docket No. \_\_\_\_\_

Petitioner \_\_\_\_\_ /

**PETITION FOR EMERGENCY VARIANCE OR WAIVER FROM RULE 25-6.049(5)-(6)  
OF THE FLORIDA ADMINISTRATIVE CODE**

COMES NOW, the Petitioner, CASA DEVON VENTURE, LP (“Casa Devon” or “Owner”), who is the owner and developer of a Section 8, low-income, affordable senior-living facility located at 11250 SW 197<sup>th</sup> Street, Miami, FL 33157 (the “Facility”), and hereby petitions the FLORIDA PUBLIC SERVICE COMMISSION (the “Commission”) for an emergency variance from or waiver of rule 25-6.049, Florida Administrative Code, pursuant to section 120.542, Florida Statutes, and rule 28-104, Florida Administrative Code.

**I. Emergency Basis:**

Pursuant to rule 28-104.004, Florida Administrative Code, Casa Devon requests that this Petition be considered on an emergency basis because rehabilitation and renovations to the Facility must be completed by December 31, 2020, per requirements of the Federal Government (HUD), and the rehabilitation and renovations to the Facility cannot be completed without the variance or waiver. Casa Devon will suffer an immediate adverse effect if this Petition is not considered on an emergency basis because failure to master meter and complete the project by December 31, 2020 will lead to Casa Devon being in default of its contract with HUD. Casa Devon understands that the Commission’s next agenda is in the beginning of July and, because of the timing of this Petition and publishing requirements, this Petition cannot be heard on the July agenda. Accordingly, although rule 28-104.005 requires emergency petitions be heard within thirty-days, Casa Devon

agrees to waive this strict requirement so long as this Petition is considered on the Commission's August Agenda.

Casa Devon entered into a Housing Assistance Payment ("HAP") contract with HUD. Per the contract, Casa Devon agreed with HUD to master meter the Facility so utilities for the residents were covered and paid for by Casa Devon. A copy of HUD's Preliminary Approval Letter regarding the Casa Devon project is attached hereto as Exhibit "A". Casa Devon also planned to install a solar energy system in conjunction with the master metering. Documents showing the planned solar energy system to be installed are attached hereto as Exhibit "B".<sup>1</sup> Casa Devon is required to finish the rehabilitation and renovations to the Facility by December 31, 2020. A copy of an email from HUD setting forth the completion date is attached hereto as Exhibit "C"; *see also* Exhibit "A". In May 2020, FPL advised Casa Devon that it would not permit Casa Devon to master meter the Project. Since then, the project has been on hold because Casa Devon cannot move forward with the renovations to the electric system and installation of the solar energy system.

Casa Devon's petition is filed on an emergency basis because the construction, installation, and approval of permitting of the solar energy system on the site of the Facility must be completed by December 31, 2020. *See* Exhibit "A"; Exhibit "C". Based on the construction schedule agreed to between Casa Devon and its solar subcontractor, the installation of the solar energy system was

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<sup>1</sup> Exhibit B includes the following: (1) Exhibit A-B to the Contract between Casa Devon and Urban Solar describing the system that is to be installed; (2) HelioScope Annual Production Report prepared by Tony Ramudo from Urban Solar. In this document, page 1 includes the annual production (red box) detailing the amount of energy being offset by the system which amounts to 844,208 kilowatt hours being saved; page 2 includes a component section (red box) describing the specific components for the system; and page 3 includes a map view of the layout of the solar system; (3) Sheet PV-1 (one-line diagram) which details the layout of the proposed electrical connection between the solar system, residential units, and master meters. Notably, Casa Devon wants to direct the Commission's attention to the bi-directional meters (red ovals). The current layout includes 200 of these meters (individually metered) and the variance or waiver would permit Casa Devon to run the solar system through just two bidirectional meters as shown in this drawing.

to be substantially complete by December 2020 and interconnected and commercially operable by December 15, 2020. A copy of excerpts from these contracts showing the substantial completion dates is attached hereto as Exhibit “D”. The Project has now suffered a two-month delay caused by Casa Devon’s inability to master meter the Facility. If the Petition is heard on an emergency basis, Casa Devon and the solar subcontractor believe that the two-month delay can be made up and the Project finished on time. However, if this Petition is not heard on an emergency basis, Casa Devon and its solar subcontractor do not believe there will be enough time to complete the installation of the solar energy system by December 31, 2020. Casa Devon will suffer an immediate adverse effect because Casa Devon agreed with HUD to complete the Project by December 31, 2020. If Casa Devon fails to deliver by December 31, 2020, Casa Devon will be in default of its agreement with HUD, causing HUD to potentially terminate the contract or seek other relief such as rescinding or reducing its monthly rental payments to the property. Casa Devon will also fail to meet the energy savings requirements it agreed to in order to receive certain tax incentives, which could result in a financial loss of in excess of \$200,000. Failure to finish the project by December 31, 2020 will also impact senior citizens in Miami-Dade County who need the two-hundred and ten affordable housing-units that are being provided through this Facility. During these difficult times with COVID-19, it is even more imperative that additional affordable housing be provided to the market.

Based on the foregoing, Casa Devon requests that the Commission expedite this Petition and consider it on the Commission’s August Agenda.

**II. Applicable Rule:**

The applicable rule from which Petitioner seeks a waiver is rule 25-6.049, Florida Administrative Code, which provides that individual metering shall be required for each separate

occupancy unit of residential building or condominium, unless the residential building or condominium meets criteria set forth in rule 25-6.049(5) - (6).

**III. Underlying Florida Statutes that Rule 25-6.049, Fla. Stat., Implements:**

Pursuant to section 366.05(1), Florida Statutes, the Commission has the authority to prescribe fair and reasonable rates and charges, classifications, standards of quality measurements, and service rules and regulations to be observed by each public utility. Meanwhile, sections 366.81 and 366.82, Florida Statutes, (collectively known as the Florida Efficiency and Conservation Act, or FEECA) direct the Commission to adopt goals and approve plans regarding energy conservation. Rule 25-6.049, Florida Administrative Code, implements these statutes by setting forth the conditions under which individual metering and master metering shall be used by the utility to ensure fair and reasonable rates/charges and energy conservation. Casa Devon believes the underlying purposes of these statutes will be achieved through its requested variance or waiver because Casa Devon's mastered metering will provide fair and reasonable rates while also promoting energy conservation.

**IV. Type of Action Requested:**

Casa Devon requests the Commission grant a variance or waiver from the literal requirement of rule 25-6.049, Florida Administrative Code, wherein residential buildings or condominiums must be individually metered or meet specific criteria before they can be master metered, and allow Casa Devon to utilize mater metering for the Facility.

**V. Facts Which Demonstrate Substantial Hardship or Violation of Principles of Fairness:**

Section 120.542(2), Florida Statutes, requires a petitioner show that "application of [the] rule would create a substantial hardship or would violate principles of fairness." A "substantial hardship" is a "demonstrated economic, technological, legal or other type of hardship."

Casa Devon is the owner and developer of a 210-unit facility that will provide low-income, affordable housing to senior citizens in accordance with U.S.C. § 1437f (often referred to as “Section 8”). The purpose of Section 8 is to provide low-income families with decent, safe, and sanitary rental housing through the use of a system of housing assistance payments. 24 C.F.R. § 881.101. Under Section 8, HUD solicits private developers to design, construct or rehabilitate, and operate specialized housing under HAP contracts. *See e.g.*, 24 C.F.R. § 881.101, *et seq.* Under a HAP contract, HUD and private developers agree upon set rental rates, with a portion of the rent paid directly from the tenant and the remainder paid for by HUD or a Public Housing Agency through subsidies or vouchers. Specifically, residents pay thirty percent (30%) of their gross income toward rent while HUD or a Public Housing Agency covers the remainder. This specialized housing arrangement allows for greater housing availability for fixed-income or lower-income individuals and families.

On January 1<sup>st</sup>, 2020 Casa Devon’s HAP Contract was renewed for a new twenty-year term, with a preservation agreement that automatically renews the HAP Contract for an additional 16 years, guaranteeing affordable housing at the Facility until December 31<sup>st</sup>, 2055. As part of Casa Devon’s HAP Contract, Casa Devon agreed that residents of the Facility would not be responsible for utilities themselves as the utilities would be covered by Casa Devon. Casa Devon agreed to cover the utilities because it intended to master meter the Facility and install a solar energy system that would lead to greater energy conservation for the Facility. Casa Devon also agreed to cover the utilities because there were certain tax incentives associated with installing the solar energy system that would make it worthwhile for Casa Devon to cover the utilities for the residents. Before Casa Devon agreed to this, the residents had to pay utilities. Because of Casa

Devon's plan to master meter the Facility, the residents are receiving a significant benefit of not having to pay utilities anymore. *See* Exhibit "A".

Casa Devon will incur a substantial hardship if rule 25-6.049, Florida Administrative Code, is applied to require individual metering. Requiring Casa Devon to individual meter will cause Casa Devon to violate its agreement with HUD, in which Casa Devon agreed to cover the cost of utilities through master metering. *See* Exhibit "A."

Additionally, Casa Devon's decision to cover the utilities was predicated on its ability to master meter the project so that it could install a solar energy system that would offset 65% to 75% of the total electrical load to the Facility. Casa Devon is set to receive a Solar Investment Tax Credit<sup>2</sup> for installing the solar energy system which will offset its agreement to cover the cost of utilities for residents at the Facility. Without the Solar Investment Tax Credit, it does not make financial sense for Casa Devon to install the solar energy system, nor does it make financial sense to cover the cost of utilities. Should Casa Devon be required to maintain the existing sub-metered electricity structure, the current photovoltaic system – for which engineering fees have been paid and panels have already been procured – will not offset the tenant electrical loads. This will lead to various financial repercussions; the most acute of which will be (1) an inability to master meter resident's electrical usage and cover this cost, which constitutes a default under Casa Devon's HAP contract; (2) a negative change in the current operating budget projections that assumed a 65%-75% overall building electrical usage reduction as a result of a photovoltaic system that

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<sup>2</sup> Pursuant to 26 U.S.C. § 48, Casa Devon is permitted to deduct twenty-six percent (26%) of the total cost of the solar energy system from its federal taxes. Based on the estimated cost of installation, Casa Devon expects to receive a tax deduction in excess of \$300,000 if it is permitted to master meter and install the solar system currently planned for the Facility. However, if Casa Devon cannot master meter the Facility, Casa Devon will be forced to install a much smaller solar energy system, which will not only significantly reduce the energy savings (to around 7-10% compared with 65-75%) but also reduce the tax credit savings to around \$24,000.

reduced full building usage (both common areas and residential units) rather than just common areas; and (3) a loss of Solar Investment Tax Credits that was a huge factor in incentivizing investors to fund the comprehensive rehabilitation of Casa Devon.

**VI. Facts Which Demonstrate the Purpose of the Underlying Statutes Being Met:**

Section 120.542(2), Florida Statutes, also requires a petitioner demonstrate that it will achieve the purpose of the underlying statutes by means other than the application of the administrative rule. As referenced in section III above, the purpose of the underlying statutes (sections 366.05(1), 366.81 and 366.82, Florida Statutes) is to provide fair and reasonable rates and promote energy conservation. Casa Devon will be providing fair and reasonable rates because it has agreed to cover the cost of utilities for the residents. Casa Devon only agreed to do this because of its plan to implement master metering and install a solar energy system that would offset the electricity load by 65% to 75%. Without master metering, Casa Devon cannot install the solar energy system and would not be able to offer the fair and reasonable rates it is offering to these residents – \$0 for utilities.

Casa Devon's master metering will also promote energy conservation because Casa Devon intends to install a large solar photovoltaic array designed to offset 65% to 75% of the total annual electric consumption for the property. The solar energy system cannot be installed without master metering. Master metering is required because of the size of the solar photovoltaic array that Casa Devon intends to install. This size solar photovoltaic array is necessary to achieve the energy conservation that Casa Devon is attempting to achieve – 65% to 75%. Attached herewith as Exhibit "E" is a Memorandum prepared by Partner Energy, Inc. detailing the important role in conserving energy that master metering will play at the Facility, the loss of energy savings if the project is not master metered, and the energy savings that will be achieved by the project being

master metered. Urban Solar also prepared a report detailing the cost savings and energy savings that can be expected from the solar energy system, which is attached hereto as Exhibit “F”.

If master metering is not permitted, Casa Devon will be required to develop a new solar energy system that will be broken up into small pieces so that the peak monthly generation by the system does not exceed the consumption of any individual meter. This will also require additional costs for electrical cable management, smaller inverters to be installed at the individual meters, and a multitude of other considerations and components that will offset any cost savings realized through the system. Operating the system on individual meters will also lead to decreased energy conservation and increased operation reporting requirements, since FPL utilizes a season, TOU rate structure which would make operational and performance reporting extremely challenging. Requiring Casa Devon to individually meter, will result in a loss of roughly 60% to 70% of the planned energy conservation since the only financially viable system would offset common areas instead of the entire building, along with significant financial commitments from Casa Devon that will nullify the tax credits received by Casa Devon that have gone towards the rehabilitation.

Casa Devon also notes that the application of rule 25-6.049, Florida Administrative Code, is not necessary here to achieve the purpose of the underlying statute. Indeed, individual metering is required so that individuals can be directly charged for their energy consumption and be held accountable for their energy choices. Here, Casa Devon is taking full responsibility for the utilities of all the residents, rendering application of rule 25-6.409 unnecessary.

**VII. Exception:**

In the alternative, Casa Devon seeks an interpretation that its Facility falls within one of the exceptions set forth in rule 25-6.049(5), Florida Administrative Code, because it is either

“specialized-use housing” or similar to a hotel or hotel-condominium because residents will not be paying for utilities. Rule 25-6.049(5)(c) provides that individual metering is not required:

(c) For electricity used in *specialized-use housing accommodations* such as hospitals, nursing homes, living facilities located on the same premises as, and operated in conjunction with, a nursing home or other health care facility providing at least the same level and types of services as a nursing home, convalescent homes, facilities certificated under Chapter 651, F.S., college dormitories, convents, sorority houses, fraternity houses, *and similar facilities...*

Rule 25-6.049(5)(c), Fla. Admin. Code (emphasis added). Subsection (d) also exempts “lodging establishments such as hotels, motels, and similar facilities which are rented, leased, or otherwise provided to guests by an operator providing overnight occupancy as defined in paragraph 8(b).”

Rule 25-6.049(5)(d), Fla. Admin. Code.

This Commission has previously granted variances under rule 25-6.049(5)(c) for specialized housing not expressly listed under the rule. In *In Re: Petition for Declaratory Statement by Adults Care Total Services, Inc.*,<sup>3</sup> this Commission considered whether a “life care facility” should be considered within the “specialized-use exemption” of rule 25-6.049(5)(c). The Commission concluded that the facility should be considered within the “specialized-use exemption” because of the type of facility, services offered and citizens served. Here, the Facility will be serving the public welfare by offering low-income housing to senior citizens. This is not any ordinary housing arrangement. It is a specialized arrangement provided through the Federal government to provide housing for fixed-income or low-income senior citizens. Further, like the facilities listed in the “specialized-use exemption”, none of the residents of the Facility will be paying for utilities. As such, the Facility will be serving a “specialized-use” similar to those facilities listed in rule 25-6.049(5)(c).

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<sup>3</sup> *In Re: Petition for Declaratory Statement by Adult Care Total Servs., Inc.*, 82 FPSC 137 (Oct. 20, 1982).

Alternatively, the Commission may interpret Casa Devon as falling within exception (d) because Casa Devon is operating similar to a hotel in that residents will not be paying for their utilities. Meanwhile, conservation is still being met through the solar energy system that is being installed on the Facility.

**VIII. Violation of §§ 366.05(1) and 366.06(1), Florida Statutes:**

Rule 25-6.049, Florida Administrative Code, implements sections 366.05(1) and 366.06(1), Florida Statutes, which give the Commission authority to prescribe rate classifications and rules and regulations. In fixing fair, just, and reasonable rates, the Commission takes into consideration load characteristics and usage patterns. Rule 25-6.049 requires individual metering for residential buildings and condominiums. However, based on the method of operation that Casa Devon intends to employ and agreed to employ with HUD, there can be no doubt its load characteristics and usage patterns will be more similar to other specialized-use housing or hotels than those of typical residential customers because the energy usage will be covered and paid for by Casa Devon and energy conservation met through the solar energy system. Casa Devon believes it should be treated similar to other specialized-use housing or hotels. It is unfair, unjust and unreasonable to require Casa Devon to receive service on the residential, individual rates when it operates like other specialized-use housing facilities or hotels.

**IX. Conclusion:**

If the units at the Casa Devon Facility are individually metered, Casa Devon will be unable to implement its plan to install a solar energy system at the Facility, which will realize 65% to 75% energy savings and decrease the rates that residents pay on utilities to \$0. The purpose of rule 25-6.049, Florida Administrative Code, is more effectively accomplished if Casa Devon is granted a waiver or variance and allowed to master meter the Facility. In addition, Casa Devon will not

suffer any financial hardship or legal/contractual hardship if it is allowed to proceed with its previously agreed-to plan with HUD to master meter the project.

**X. Duration of Variance or Waiver:**

Casa Devon's HAP contract is for a twenty-year term, with a preservation agreement for an additional 16 years, meaning that the HAP contract will automatically renew so that the Facility can continue to be operated in the manner described herein until at least December 31<sup>st</sup>, 2055. As such, Casa Devon requests the variance or waiver be permanent with the condition that Casa Devon continue to operate as a specialized-use Section 8 housing facility with HUD with a solar energy system achieving energy conservation.

WHEREFORE, Casa Devon Venture, LP respectfully requests that the Commission grant its request for variance or waiver.

Dated: July 1, 2020

/s/ Christopher M. Horton  
Christopher M. Horton, Esq.  
Florida Bar No. 91161  
Primary E-mail: [cmhorton@smithcurrie.com](mailto:cmhorton@smithcurrie.com)  
Secondary E-mail: [nfox@smithcurrie.com](mailto:nfox@smithcurrie.com)  
SMITH, CURRIE & HANCOCK LLP  
101 N.E. Third Avenue, Suite 1910  
Fort Lauderdale, Florida 33301  
Tel: (954) 761-8700  
Fax: (954) 524-6927

# **EXHIBIT “A”**



U. S. Department of Housing and Urban Development  
Jacksonville Field Office  
Charles Bennett Federal Building  
400 West Bay Street  
Suite 1015  
Jacksonville, Florida 32202-4439

December 16, 2019

Ms. Monica Sussman  
Nixon Peabody LLP  
799 9th Street NW, Suite 500  
Washington, DC 20001-5327

SUBJECT: Preliminary Approval of Chapter 15/Option 1B Mark-Up-To Market  
Renewal Request  
Casa Devon (Project)  
Miami, Florida  
Contract Number: FL290053013

Dear Ms. Sussman:

Please be advised that the June 19, 2019 submission for HUD approval of Termination of Existing Contract and a new 20-year Renewal under Chapter 15/Option 1B is hereby granted approval based on the terms and conditions specified in this letter.

[REDACTED]

The Owner intends to perform approximately \$11,970,000 (approximately \$57,000 per unit) in rehabilitation work to improve the Project. The estimated completion date is December 31, 2020. The rehabilitation is anticipated to include both interior and exterior work. The interior rehabilitation is anticipated to include replacement of the following: appliances, cabinets and countertops, bathroom accessories and fixtures, flooring, and paint. The exterior rehabilitation is anticipated to include the following: repair of the parking lot pavement, new windows and sliding doors, new paint, and upgrades to the landscaping and roofing, and new signage. Additionally, the Owner will install new storage areas and above the ground pool and will upgrade the community lounge, leasing office, and laundry rooms. The Owner will also convert the Project to be master metered, which will result in tenants no longer paying for electricity. After completing the master meter conversion, the Owner will then add a solar panel system that will offset approximately 75% of the total electrical load.

[REDACTED]

# **EXHIBIT “B”**

## Exhibit A

### Description of System

Contractor will construct a System at the Site with the following characteristics. Owner and Lender must provide written approval of any changes made to the System design preceding or during construction as set forth herein.

#### System Specification

System Size 540 kW-DC

Panel Count 1,351

Panel Make/Model Jinko Eagle HC 72M G2 400W

Racking and Attachments DCE Solar

Inverter Make and Model SolarEdge SE 66.6k-US  
P850 DC-power Optimizers

Inverter Count 7 - SE 66.6k-US  
1,088 P850 Optimizers

#### Scope:

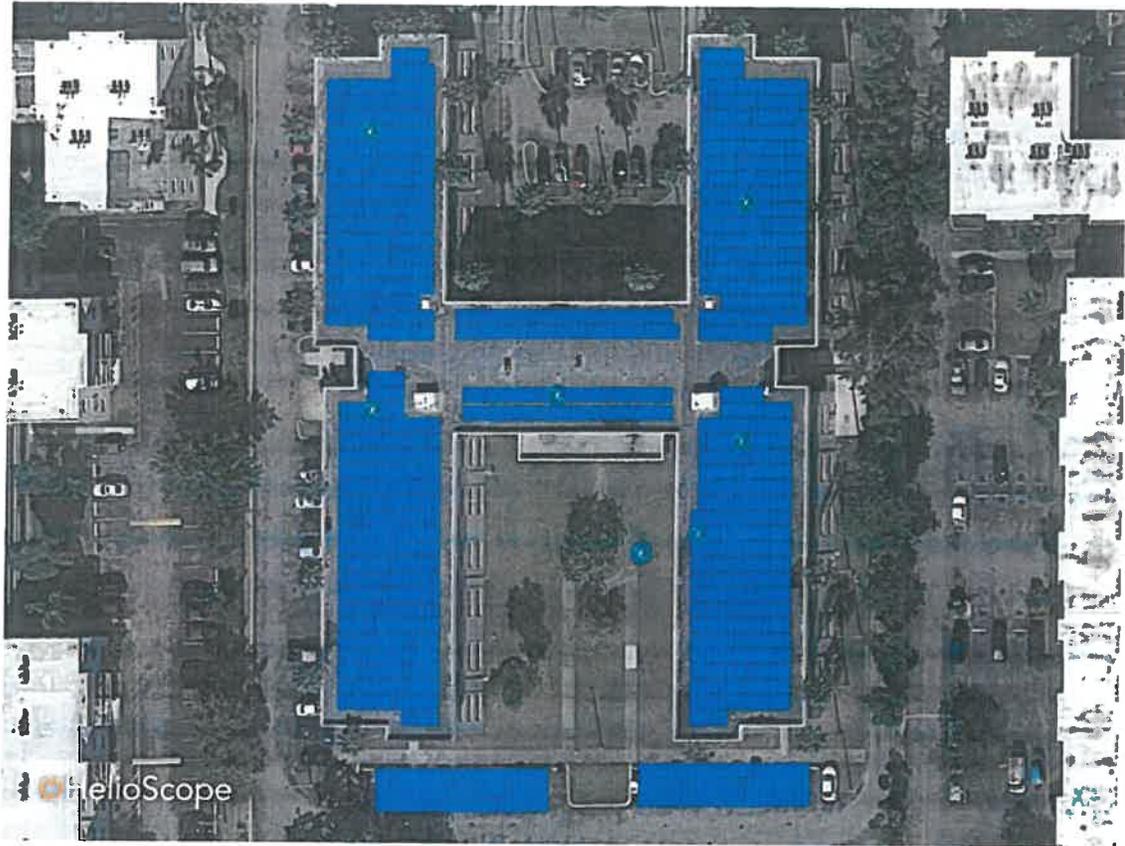
Turnkey installation of above system description across entire roof surface including electrical interconnection.

58 kW of the array will be located on a shade structure within the S parking lot. Structure and racking for the 58 kW to be provided by others.

See site image below:

# Exhibit B

## Description of Site and Site Use and Access





Condition Set													
Description	Condition Set 1												
Weather Dataset	TMY, 10km Grid (25.55,-80.35), NREL (prospector)												
Solar Angle Location	Meteo Lat/Lng												
Transposition Model	Perez Model												
Temperature Model	Sandia Model												
Temperature Model Parameters	Rack Type	a		b		Temperature Delta							
	Fixed Tilt	-3.56		-0.075		3°C							
	Flush Mount	-2.81		-0.0455		0°C							
Soiling (%)	J	F	M	A	M	J	J	A	S	O	N	D	
	2	2	2	2	2	2	2	2	2	2	2	2	
Irradiation Variance	5%												
Cell Temperature Spread	4° C												
Module Binning Range	-2.5% to 2.5%												
AC System Derate	0.50%												
Module Characterizations	Module		Uploaded By		Characterization								
	JKM 400M-72H-BDVP (Jinkosolar)		Folsom Labs		Jinko_JKM_400M_72H_BDVP (G2.5_F40),PAN, PAN								
	JKM400M-72HL-V (2019) (Jinko Solar)		Folsom Labs		Spec Sheet Characterization, PAN								
Component Characterizations	Device		Uploaded By		Characterization								
	SE66.6KUS (SolarEdge)		Folsom Labs		Spec Sheet								
	P850 (SolarEdge)		Folsom Labs		Mfg Spec Sheet								

Components		
Component	Name	Count
Inverters	SE66.6KUS (SolarEdge)	7 (466.2 kW)
Strings	10 AWG (Copper)	36 (6,223.7 ft)
Optimizers	P850 (SolarEdge)	684 (581.4 kW)
Module	Jinkosolar, JKM 400M-72H-BDVP (400W)	1,088 (435.2 kW)
Module	Jinko Solar, JKM400M-72HL-V (2019) (400W)	263 (105.2 kW)

Wiring Zones			
Description	Combiner Poles	String Size	Stringing Strategy
Wiring Zone	12	13-38	Along Racking

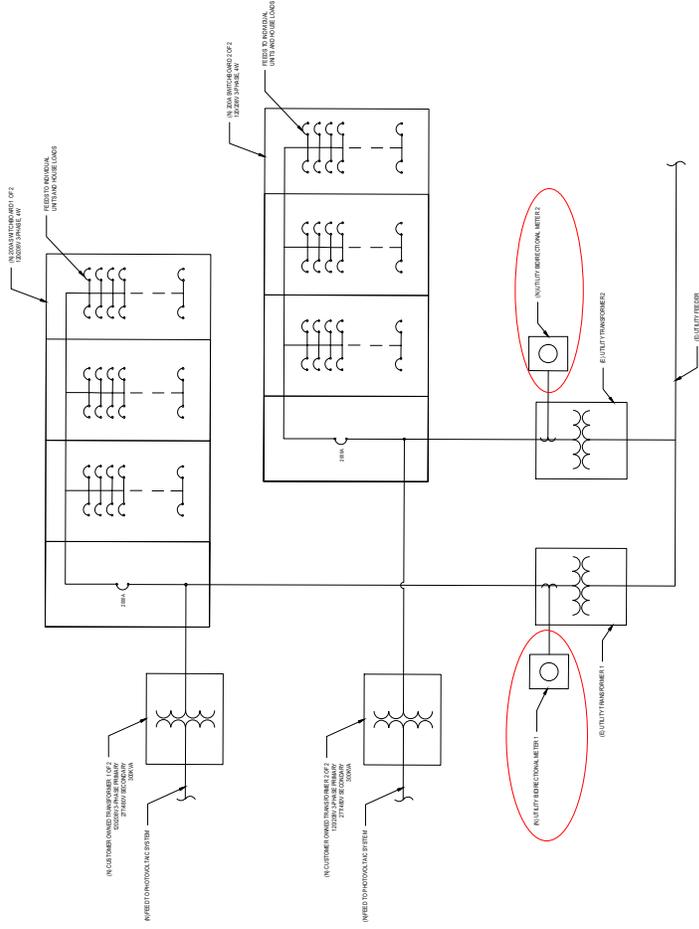
Field Segments									
Description	Racking	Orientation	Tilt	Azimuth	Intrarow Spacing	Frame Size	Frames	Modules	Power
Field Segment 1	Flush Mount	Portrait (Vertical)	0°	179.5°	0.5 ft	1x1	548	548	219.2 kW
Field Segment 2	Fixed Tilt	Portrait (Vertical)	0°	179.5°	0.5 ft	1x1	540	540	216.0 kW
Field Segment 4	Fixed Tilt	Portrait (Vertical)	10°	179.5°	1.9 ft	1x1	58	58	23.2 kW
Field Segment 4	Flush Mount	Portrait (Vertical)	0°	179.5°	0.5 ft	1x1	61	61	24.4 kW
Field Segment 5	Carport	Portrait (Vertical)	5°	179.5°	0.0 ft	1x1	72	72	28.8 kW
Field Segment 6	Carport	Portrait (Vertical)	5°	179.5°	0.0 ft	1x1	72	72	28.8 kW

Detailed Layout





THIS DRAWING IS THE PROPERTY OF LORD & LAWRENCE CONSULTING ENGINEERS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THIS DRAWING WITHOUT THE WRITTEN CONSENT OF LORD & LAWRENCE CONSULTING ENGINEERS IS STRICTLY PROHIBITED.



# **EXHIBIT “C”**

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**From:** Coffman, Yvonne C <[@hud.gov](mailto:Yvonne.Coffman@hud.gov)>  
**Sent:** Wednesday, May 6, 2020 12:25 PM  
**To:** Michelle Coler <[@mrkpartners.com](mailto:Michelle.Coler@mrkpartners.com)>; [@tfjgroup.com](mailto:Michelle.Coler@tfjgroup.com); [@tfjgroup.com](mailto:Michelle.Coler@tfjgroup.com); [@TFJgroup.com](mailto:Michelle.Coler@TFJgroup.com)  
**Cc:** Figueroa-Smallwood Saadia E <[@hud.gov](mailto:Saadia.Figueroa@hud.gov)>  
**Subject:** Casa Devon Rehabilitation

Good Afternoon!

Could you please provide an update on the status of the rehabilitation at the property? I know the targeted completion date for the rehab is 12/31/20.

Thank you

Yvonne Coffman, MBA, BSBA  
Resolution Specialist  
U.S. Department of Housing and Urban Development  
Multifamily Southeast Region

# **EXHIBIT “D”**

 **AIA**® Document A102™ – 2017

**Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price**

AGREEMENT made as of the seventeenth day of December in the year 2019  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)

Casa Devon Venture LP  
c/o MRK Partners, Inc.  
108 Standard Street  
El Segundo, CA 90245

and the Contractor:  
(Name, legal status, address and other information)

[Redacted Contractor Information]

for the following Project:  
(Name, location and detailed description)

Interior rehabilitation of existing 210-unit senior apartment building located at 11250 SW 197th Street, Miami, FL.

[Redacted Project Description]

The Architect:  
(Name, legal status, address and other information)

[Redacted Architect Information]

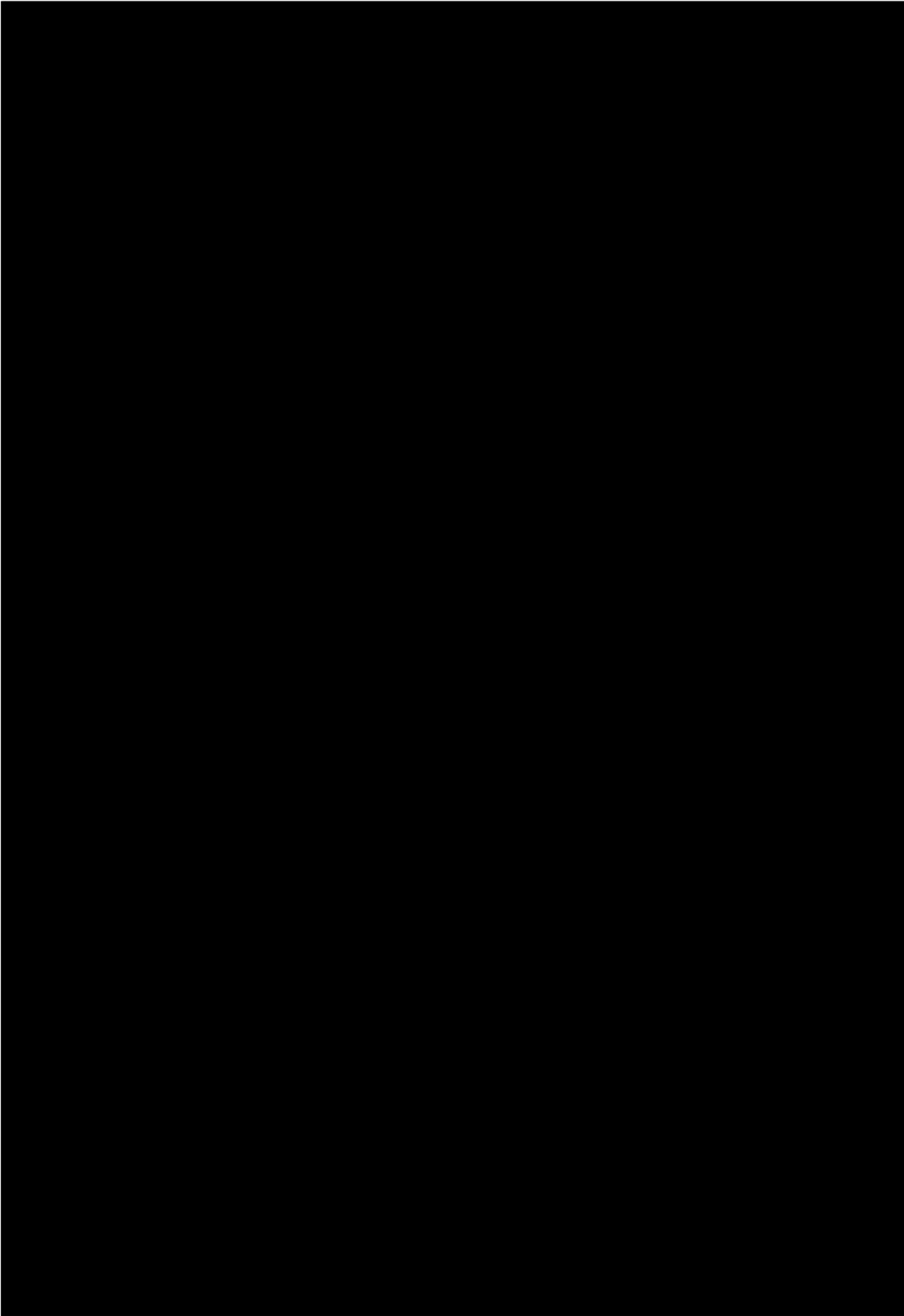
The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

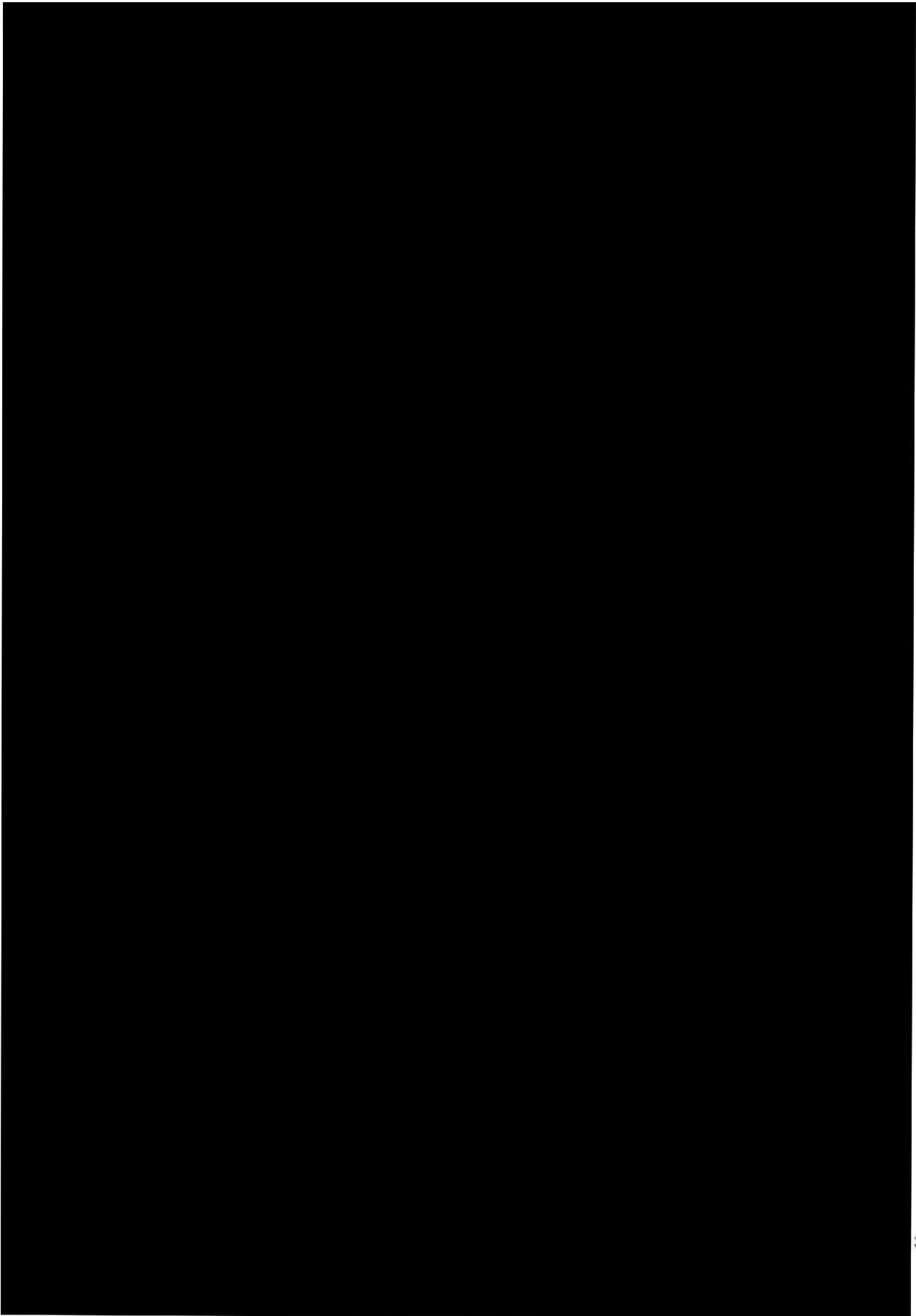
The parties should complete A102™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



|

Int.

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§ 4.2 The Contract Time shall be measured from the date of commencement of the Work.

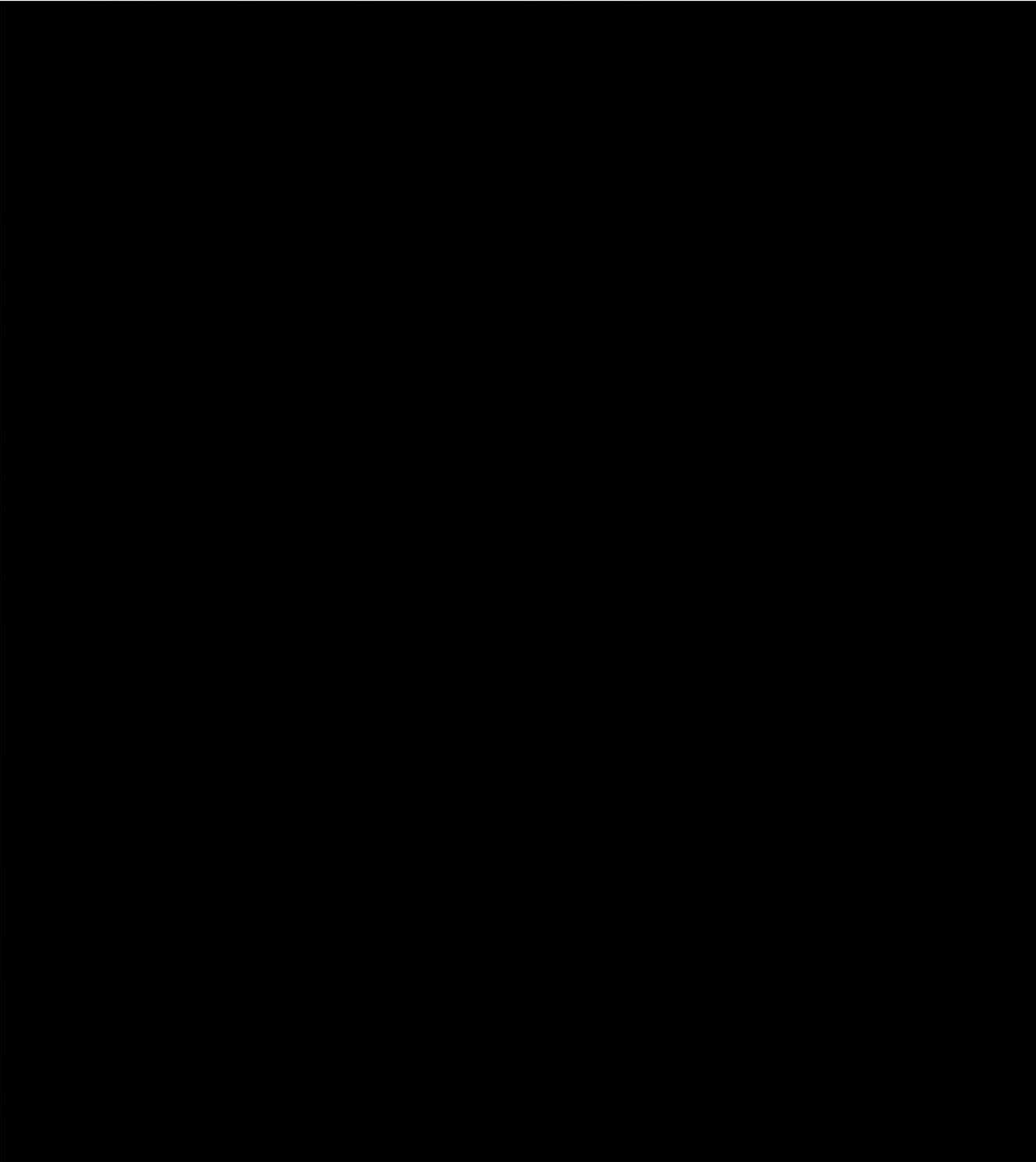
**§ 4.3 Substantial Completion**

§ 4.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Not later than ( ) calendar days from the date of commencement of the Work.

By the following date: December 31, 2020



## 2.2. Contract Schedule

A. The following table outlines the expected dates upon which the listed Contract Times are expected to have occurred (the "Contract Schedule"). The listed Contract Times may occur on or before the listed target date. In the event that an Excusable Event (as defined in Schedule 1) occurs and causes a delay to the Contract Schedule set forth hereunder, Contractor shall be entitled to an equitable extension of time for all affected Contract Times. The Contract Times listed hereunder shall have the definitions set forth in Schedule 1.

Contract Time	Date	Description
Effective Date	<u>  2/21/2020  </u>	This Agreement shall be fully executed
Structural Assessment	<u>  03/05/2020  </u>	Structural assessment shall be complete
Equipment Invoice Receipt Date	<u>  04/06/2020  </u>	Contractor shall deliver copies of Equipment Invoices to Owner and Lender
<del>1<sup>st</sup></del> 2 <sup>nd</sup> Payment Date	<u>  4/24/2020  </u>	The Procurement Payment shall be remitted
Construction Start	<u>  TBD  </u>	First permanent fixtures shall be installed at Site
Substantial Completion	<u>  12/8/2020  </u>	System shall be functionally complete
Commercial Operation	<u>  12/15/2020  </u>	System shall be interconnected and operational
Project Debrief	<u>  12/18/2020  </u>	Parties shall meet to exchange documentation

# **EXHIBIT “E”**

To: MRK Partners  
Attn: Kyle Hudson  
From: Partner Energy Inc.  
Date: Tuesday, May 19, 2020  
Re: On Meter-Consolidation as it relates to Large Centralized Solar Photovoltaic Arrays

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The following memo discusses metering considerations for Casa Devon located at 11250 SW. 197<sup>th</sup> St., Miami, FL. As part of the proposed renovations at the property, a large solar photovoltaic array designed to offset approximately 65% to 75% of the total annual electric consumption will be installed. As it stands, the property is equipped with individual electric meters serviced by the utility service provider, Florida Power and Light (FPL). At the property level the individual metering is aggregated to generate monthly billing for each residential apartment and several common area spaces respectively.

Should the existing individual metering configuration remain in place, we anticipate the following effects on the renovation scope pertaining to the solar photovoltaic array.

1.  Material & labor costs will be higher at installation. The greater array will need to be broken into small chunks so that the peak monthly generation does not exceed the consumption of any given meter. From a racking perspective this does not cause any additional work, however there will be additional cost for electrical cable management + smaller inverters to be installed at many meters + a multitude of other FLS considerations and or components.
2.  Significantly increased operational reporting requirements and decreased future optimization potential. FPL utilizes a seasonal, TOU rate structure which in addition to the negative consumption variables compounded over several individual meters would make operational and performance reporting extremely challenging without the use of tenant green leases and onboarding of a third-party benchmarking consultant. Additionally, with limited access to operational statistics, the potential to optimize solar PV system performance over its anticipated 20-25 year estimated lifecycle would be diminished.

If, for any reason, the Photovoltaic array is not installed, the approximately 65%-75% offset will not be achieved which will significantly reduce the planned overall energy conservation of the property. The ideal solution to the above concerns, from the energy conservation perspective, is to switch the electrical service for the property to a master metered setup whereby all service is routed through one central meter so that the large solar photovoltaic array may be installed.

# **EXHIBIT “F”**

Welcome,

## Casa Devon

11250 SW 197th St Miami , FL 33157

[Get Started!](#)

Prepared by: Antonio Ramudo | 561-451-7734 | [tony@urbansolar.com](mailto:tony@urbansolar.com)

Created Date: Jun 30, 2020

# The Cost of Doing Nothing

You signed up to buy utility power when you bought your house because there was no other option. Now you have the choice to generate affordable, clean energy right at your home!

**\$9,336**

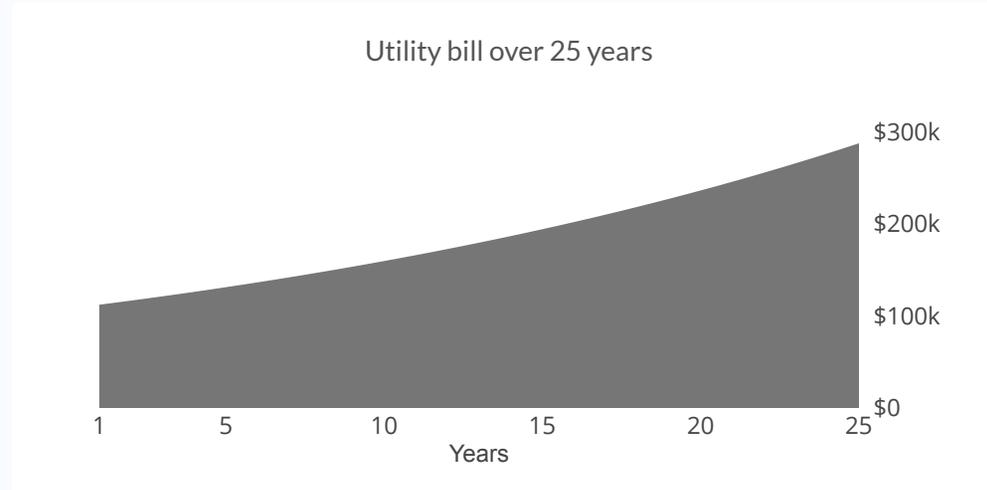
Your utility bill today

**\$23,930**

Your bill in 25 years\*

**\$4,665,523**

Total utility cost over 25 years\*



Your utility bill is likely to go up as much as **4.00%** every year as rates increase\*. Don't get locked in to rising, unpredictable rates.

\*Utility payments will vary based on local rates and rate changes. Local rates are subject to change.

# Your System

Your system is designed to save you money by offsetting your power consumption from your utility company. See how your system will produce power below.

**540.400  
kW**

System size

**789,212  
kWh**

Year 1 system  
production

**1,050,520  
kWh**

Annual usage

**1351 X JINKO  
SOLAR  
JKM400M-72HL-  
V**

Panels

**ENPHASE  
ENERGY**

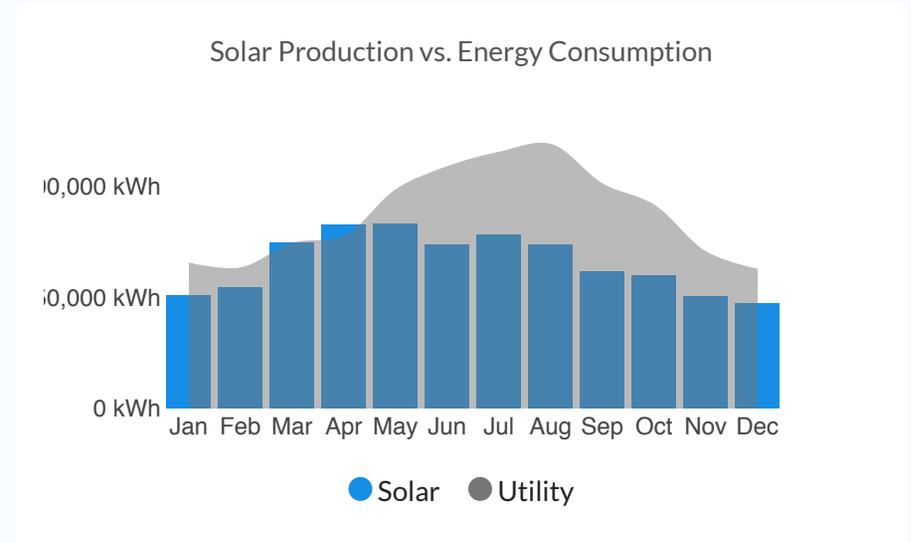
Inverters

**75%**

Offset



11250 SW 197th St Miami, FL 33157



\*Savings and system production will vary based on final design, utility rates, and household energy usage. The actual savings vary based on a number of factors, including weather, shading from growing trees, damage to system components, your future electricity use, and the fluctuation of the price of electricity in your utility district.

## Environmental Impact

Over the next 25 years your system will have saved:



CO<sub>2</sub> from 13,492 tons of  
coal



Driving a car 33,122,327  
miles



15,925 acres of forest

