

**Iris Rollins**

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**From:** Betty Leland  
**Sent:** Monday, October 10, 2022 4:24 PM  
**To:** Commissioner Correspondence  
**Subject:** Docket #20220156 Formal Request for Billing Audit  
**Attachments:** Additional Exhibits to prior email Re formal request for PSC to perform a billing audit on utility WS832 and Further objection to docket 20220156; formal request for PSC to perform a billing audit on utility WS832 and Further objection to docket 20220156

Good Afternoon:

Please place this email in Docket #20220156.

Thanks.

Betty Leland, Executive Assistant to  
Commissioner Art Graham  
Florida Public Service Commission  
[bleland@psc.state.fl.us](mailto:bleland@psc.state.fl.us)  
(850) 413-6024

## Iris Rollins

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**From:** Diana Danin <jeladi1@gmail.com>  
**Sent:** Monday, October 10, 2022 3:16 PM  
**To:** Angie Calhoun; Jennifer Crawford; Office of Commissioner Graham  
**Cc:** Melinda Watts; Natalia Rivera-Pacheco; Adam Teitzman; John Plescow; Diana Danin  
**Subject:** Additional Exhibits to prior email: Re: formal request for PSC to perform a billing audit on utility WS832 and Further objection to docket 20220156  
**Attachments:** 2- email between danin & CWS and Hometown Palm Valley April 2022.pdf; 7- Paugh to Danin July 29 on Trademark violations.pdf; 6- Danin to Paugh on 69 trademark violations - July 29.pdf; 9- PaughHometown to Danin Sept 12 4pm.pdf; 10 -Danin to PaughHometown Sept 12 9pm.pdf; 8- Danin to Hometown - follow-up to July 11 letter made on Sept 6th.pdf; 11 -PaughHometown to Danin Sept 16.pdf; 12- Danin to PaughHometown Sept 16.pdf; 13- PaughHometown to Danin Sept 20 830am.pdf; 5- email with letter attachment - Danin to Paugh July 25.pdf; 14- Danin to PaughHometown Sept 20 845am.pdf; 15- Paughhometown to Danin Sept 20 850 am .pdf; 16- Danin to PaughHometown Sept 20 940 am.pdf; 17-Danin to PaughHometown Sept 20 946am.pdf; 26- Request for PSC Audit 10-7-2022.pdf; 18- PaughHometown to Danin Sept 20 4pm .pdf; 1-email and letter of Feb 21, 2018 notice to Paugh and Harris regarding overbilling water to residents.pdf; 21- Danin 2017 Oct water bill overcharged \$85.pdf

As promised, these are the rest of the exhibits referenced in my letter to the PSC and sent as:

26- Request for PSC Audit 10-7-2022



**Page 8 and 9 of attached letter is notification to Hometown about their overbilling practice - sent to them on Feb 21, 2018 proving that they have known about this problem since then but did nothing to correct it.**

Diana Danin <jeladi1@gmail.com>

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## New Owner problem at Palm Valley - request for your intervention and assistance

1 message

Diana Danin <jeladi1@gmail.com>

Wed, Feb 21, 2018 at 12:10 AM

To: lharris@hometownamerica.net, gpaugh@hometownamerica.net

Cc: Jolene Burns <Jburns@hometownamerica.net>, jeladi1@gmail.com

Dear Ms. Harris and Ms. Paugh

I am a resident of Palm Valley Community in Oviedo Florida. I am writing to ask for your help in obtaining a replacement valve on the irrigation water line that the Palm Valley Water Company has in the ground with the irrigation meter.

I tried to resolve it with the office, but was unsuccessful. I believe I have been unable to resolve it with local community management because on several occasions in the past I verbalized my displeasure around other issues. The attached letter is provided to explain in detail the history of the events.

I am very sorry to have to escalate this matter to your attention. But I hope that you will read the ridiculous dissertation that I've written and perhaps it might bring to your attention one or two ideas about improvements you can make for the betterment of the corporation and the residents here.

I know it is long-winded, but after todays events, I could not let the matters rest any longer.


Thank you in advance for your consideration.

Please either call or email me and let me know your decision on whether or not you will instruct the Palm Valley Water Company to change the valve.

Sincerely,

Diana Danin  
938 East Palm Valley Dr  
Oviedo, Fl 32765  
407-733-2662  
[jeladi1@gmail.com](mailto:jeladi1@gmail.com)

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 palm valley complaint letter.pdf  
7600K

Feb 20, 2018

Dear Ms. Paugh and Ms. Harris

My name is Diana Danin and in Oct 2017 I purchased a lovely mobile home in Palm Valley Community. First, I want to say that I genuinely love it here. In general, the community seems well cared for and the people are friendly and try to do their best. But unfortunately I am from New York and even after living here in Florida for over ten years, I still haven't been able to shed my "New York Attitude" - the one that seems to hold everyone to a higher standard than that generally delivered in Florida. I don't want to be a pain, but I know I still seem like one.

I've had a couple problems since October and keeping in mind that I've only been here for four months, I just feel like some of what I've experienced should not have happened. I decided to 'let it all go' and keep my mouth shut, but after today, I don't feel inclined to do that. It seems time to share my pissed-offedness with someone from corporate management. I thank you in advance for taking the time to hear me out.

I am going to start with today's event because that is the one that I need your help with. Then I will continue by telling you about the other issues I experienced over the last months. For the most part, they have been resolved. Still, perhaps my comments and information will cast some light on what a new tenant experiences and perhaps there might be some changes you will want to make so that other seniors won't experience what I've experienced and to improve protection for the overall Palm Valley corporate entity.

**1. My mobile home registration sticker - This Matter has already been resolved and is provided for information purposes only**

A friend pointed out that my registration sticker on my home expired 12-31-17. I remembered paying to have it registered when I closed on the property, so I went to the office yesterday to inquire.

Sure enough, my new registration sticker, my title and a check from Palm Valley Corporate dated November 16, 2017 in the amount of \$75.60 was there. It seems these documents sat in the office for three months and no one had the courtesy to either call me to pick it up, mail it to me, or give them to me the other times I stopped into the office. Had my friend not brought this to my attention, since I've



never owned a mobile home before, I would have done nothing about it and who knows how long it would have sat there.

If office staff is going to be in charge of this stuff, they need to be managed to ensure they process important documents such as these in a timely manner.

*Reported to TWA JDA via phone*

Hometown America, LLC  
Sales Division  
150 N. Wacker Drive, Ste 2800  
Chicago, IL 60606-4182

Bank of America  
Chicago IL 60634

Date 11/16/2017  
Check No. 292677  
Check Amount \$75.60

SEVENTY FIVE AND 60/100\*\*\*\*\*  
Pay to the order of  
DIANA LYNN DANIN

VOID IF NOT CASHED IN 180 DAYS

*REC 2/*

Mail To  
DIANA LYNN DANIN  
938 EAST PALM VALLEY DRIVE  
OVIDO, FL 32765-3276

CO/AGY 16 / 1    Tr 991636562  
Rr 2138926

**FLORIDA MOBILE HOME REGISTRATION**

DECAL 14892035    Expires **Midnight Mon 12/31/2018**

YR/MK	1993/PALM	BODY	HS	COLOR	UNK	Reg. Tax	48.45	Class Code	51
VIN	PH067998AFL	LOCATION	17 00	TITLE	83276613	Int. Reg		Tax Months	15
LENGTH	47					County Fee	3.00	Back Tax Max	
DL/FEID	D550172578330					Mail Fee		Credit Class	
Date Issued	10/26/2017					Sales Tax		Credit Months	
						Voluntary Fees			
						Grand Total	51.45		

DIANA LYNN DANIN  
938 EAST PALM VALLEY DRIVE  
OVIDO, FL 32765-3276

**IMPORTANT INFORMATION**

1. Your registration must be updated to your new address within 30 days of moving.
2. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

*I closed on the home on October 6, 2017  
Why did it take almost a month to register my purchase?  
Why didn't they send me my stickers and refund check  
between Nov 2017 and Feb 2018 and why did I have to go  
hunt them down?*

PV 752

## 2. Irrigation water supply "on/off" valve – This is what I need to have resolved with this letter, please.

This is the issue that "broke the camel's back" and has prompted me to write this despicable letter that I didn't want to write.

Here is my ASK: I want a metal on/off valve installed in the box in the ground that houses the irrigation line and meter. I want one that has a handle that "I" can use to turn the irrigation water on and off, without having to go in search of a tool that will assist me.

The current valve that is in the box is located too close to the wall of the box. I purchased one of those "valve turners" but it didn't work. First, because of the valve's location. Second, because the metal valve thingy is much narrower than the tool climper and so it is impossible to get the right leverage to turn the valve. It didn't even work properly on the valve for the regular water supply.

Next, I tried various pliers and ultimately discovered that a wrench that has a bend in it works, but only if you stick it in the dirt, turn it a tiny bit, then re-align it the other way, turn it a tiny bit, stick it back in the dirt, turn it a tiny bit, etc. Well, geez, it only has to be turned an inch for it to be turned on or turned off. All these machinations should not be necessary to turn one's water supply valve.

I called the office and I asked them for the phone number of the water company that is owned by Palm Valley. They said THEY were the water company and that I had to deal with them. They said they would send around the guys in the neighborhood that work on irrigation and they will teach me how to turn it on and off.

I told them I wasn't stupid, that I know how to turn it on and off. But that I need to BE ABLE to turn it on and off easily and that I was wondering if they could please put in a valve that had a handle and could be worked by a normal strength human. They said they don't offer new valves, but offered to send over John the manager of the water company.

John came over right away. He agreed with me. First, he agreed that hoses and irrigation lines do have a tendency to leak. He said that he installed, in his house, a turn off valve with a handle because he and his wife always turn THEIR irrigation water off directly from the supply valve to prevent wasting water if there ever is a drip or leak in his hoses, underground lines, etc. He said he would send the "guys" over to install a shut off valve, one with a red turn knob.

Not five minutes later, Dave and Craig came by. Now I want to say that these two men are the nicest guys and they know their stuff. They also agreed that a new valve needed to be put on and that the location of the current valve made it terribly difficult for anyone to access or turn. They wanted to install a plastic and PVC valve with a red on/off handle because that is the one that John told them to install.

I told them that I didn't want a plastic piece of crap valve put in to replace the metal-sturdy-long lasting-no rust-won't break type valve that is already in there. I told them that I would be willing to have the water company purchase it and I would pay for it: a commercial grade heavy duty valve that is of at least the same quality as the valve that is already on there. This way I would not have to worry about it rotting in the heat and sun, being damaged or clogged up by dirt and bugs. I thought this was more than fair. I can't hire a plumber to work on this part of the irrigation system because anything 'before' the water meter belongs to the water company and I have NO RIGHT to mess with it. John, Dave and Craig all agreed that I would not be allowed to hire an outside plumbing company to do this job for just the reason I stated.

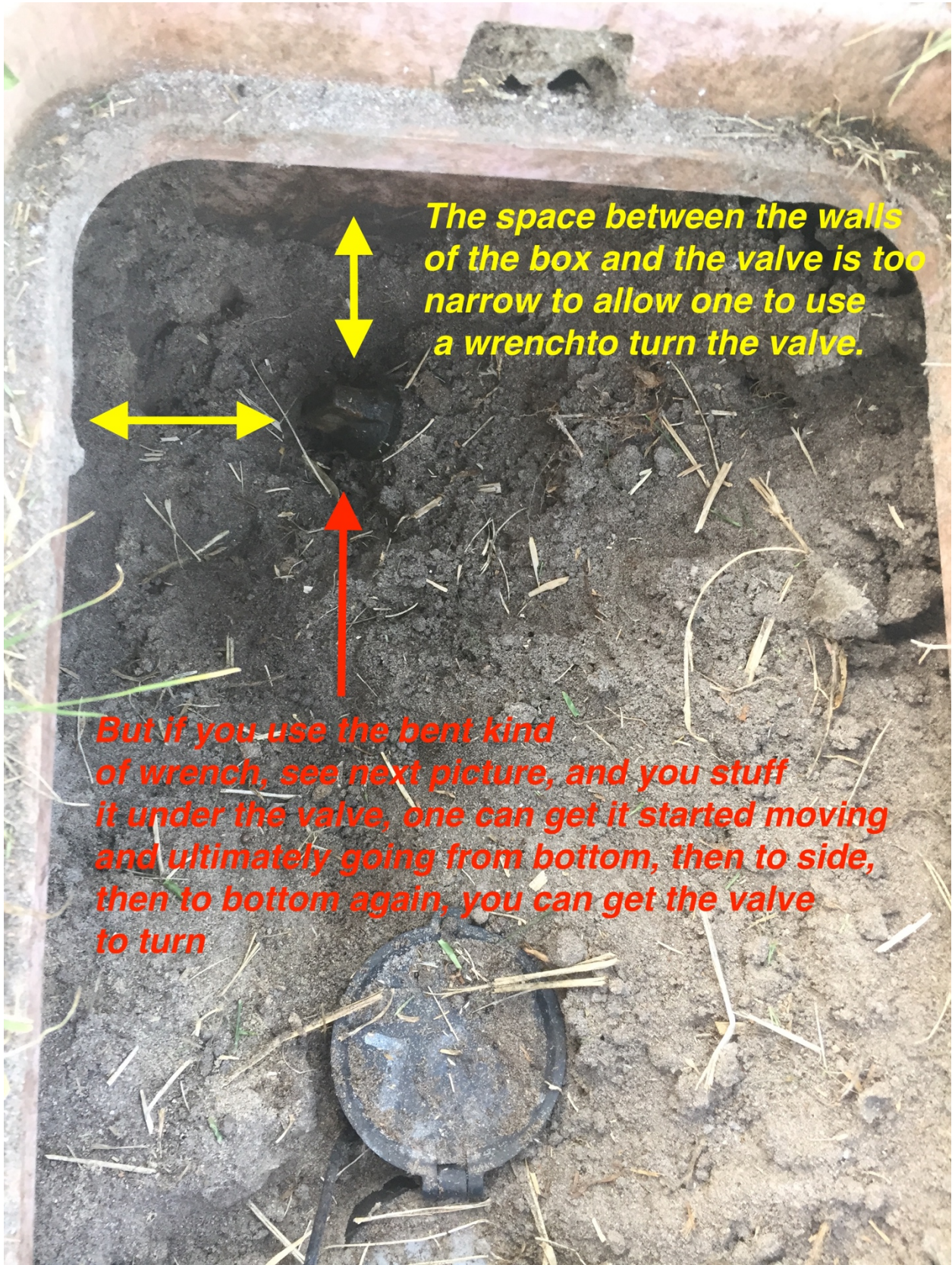
Dave and Craig said they would go back to their manager and seek permission to get a good quality valve that I would be able to operate and that they would install. They would also convey my offer to pay for the purchase of a good quality valve.

Next thing I know: Jolene Burns is back on the phone with me telling me that the only valve that is allowed in the community is the one that is already on there. I told her that is not true because John, the manager, installed one with a handle on HIS property, in the same place as I am asking for one and that he told me he did this so that his wife would be able to turn the irrigation water on and off from the meter box. I told Jolene that John said he did this for exactly the same reasons I have outlined in this letter.

Jolene insisted they could not do this. She said that John has no authority to make that decision and that the information he gave me was wrong. She said she must approve it and refused to do so. I simply cannot accept her answer.

I can't think of any reason why Jolene would negate everything that John, the water company manager and Dave and Craig, the water company repair vendor said, except that she is determined to be difficult. And I think the only reason she is determined to be difficult with me is because, in the short time I have been here, I have made several verbal complaints to her and now she is simply being mean-spirited.





**The space between the walls of the box and the valve is too narrow to allow one to use a wrench to turn the valve.**

**But if you use the bent kind of wrench, see next picture, and you stuff it under the valve, one can get it started moving and ultimately going from bottom, then to side, then to bottom again, you can get the valve to turn**



The rest of this letter is being provided for historical information purposes only. I don't need you to do anything for me. I have addressed the issues and they have either been resolved or I have received assurances they will not happen again.

What I need from you now is your help in directing the local Palm Valley Office, through Jolene Burns, to have installed a commercial grade valve with a handle on my irrigation line before the meter.

### 3. My welcome water bill

I closed on my house on Oct 6<sup>th</sup>. I paid the rent from Oct 6<sup>th</sup> to Oct 31<sup>st</sup>, at the same time that I signed the closing documents. I enrolled in autopayment for rent and was advised that rent and water come on the same bill. I thought I was good to go.

Except rent is charged in advance. The bill I was to get for November rent, at the end of October would include water from September 8<sup>th</sup> to October 4<sup>th</sup> - a period of time when I didn't rent from Palm Valley or even own the home.

Nonetheless, as you can see from the picture below, I was billed for water for this home I didn't even own. That was the first "argument" I had with the office. They at first tried to convince me that because water is past billed and rent is future billed, I was responsible for both. I also was told by some other people on my block that the same thing happened to them when they moved in, but that they didn't get refunded.

Ultimately, because of several conversations I had with the staff at the Palm Valley office, I didn't get charged for the water on that bill, so its been corrected. But corporate management would be well advised to have some system in place that separates out the billing of water from the billing of rent when each property changes ownership. It can certainly still be billed together at all other times. However, without such a system in place, Palm Valley will continue to overcharge new residents for water they should not be paying for, and will fail to bill water charges to the prior tenants that are actually responsible for water usage for that period of time they were the tenants.

**Palm Valley**  
407-365-6651

10/17/2017 12:16:09 PM

Account Number	Site/Unit	Due Date	Amount Due	Amount Paid
XXX67963	752	Nov. 1, 2017	\$724.53	

Palm Valley  
3700 Palm Valley Circle  
Oviedo, FL 32765

Diana Danin  
938 E. PALM VALLEY DR.  
Oviedo, FL 32765

Please Return The Top Portion With Your Payment. "DO NOT STAPLE". Make Checks Payable to Palm Valley

**ACCOUNT SUMMARY : Site/Unit# 752 Due: Nov. 1, 2017 Office Phone 407-365-6651**

Service	Amount	Service Dates		Meter Readings		Diff	Multiplier	Usage	Units	Previous Month	
		From	To	Previous	Current					Usage	Amount
Water	\$22.16	09/08/2017	10/04/2017	266510	270410	3900	0.001	3.9	1000 Gals	1730	\$16.17
Sewer	\$63.37	09/08/2017	10/04/2017	266510	270410	3900	0.001	3.9	1000 Gals	1730	\$42.23
Base Rent	\$639.00										
Prev Bal	\$0.00										
<b>Total Due</b>	<b>\$724.53</b>										

**UTILITY DETAIL**

Sewer	Flow Volume	Rate	Total
Base Facility Charge (Res Svc)	-	25.38000	\$25.38
Gallonage Charge (Res Svc)	3.90	9.74000	\$37.99
Sewer (over 6000 Gal)	0.00	0.00000	\$0.00
Subtotal	3.90	-	\$63.37
<b>Total</b>			<b>\$63.37</b>

Water	Usage/Vol	Rate	Total
Base Facility Charge (Res Svc)	-	10.97000	\$10.97
Gallonage Charge (Res Svc)	3.9	2.65000	\$10.34
Subtotal	3.9	-	\$21.31
Water Tax 4%	21.31	0.04000	\$0.85
<b>Total</b>			<b>\$22.16</b>

"EZ Pay" Program: Save time and money! No late fees! Rent is paid automatically! Stop by the office for information or [www.hometownamerica.com/ezpay](http://www.hometownamerica.com/ezpay).

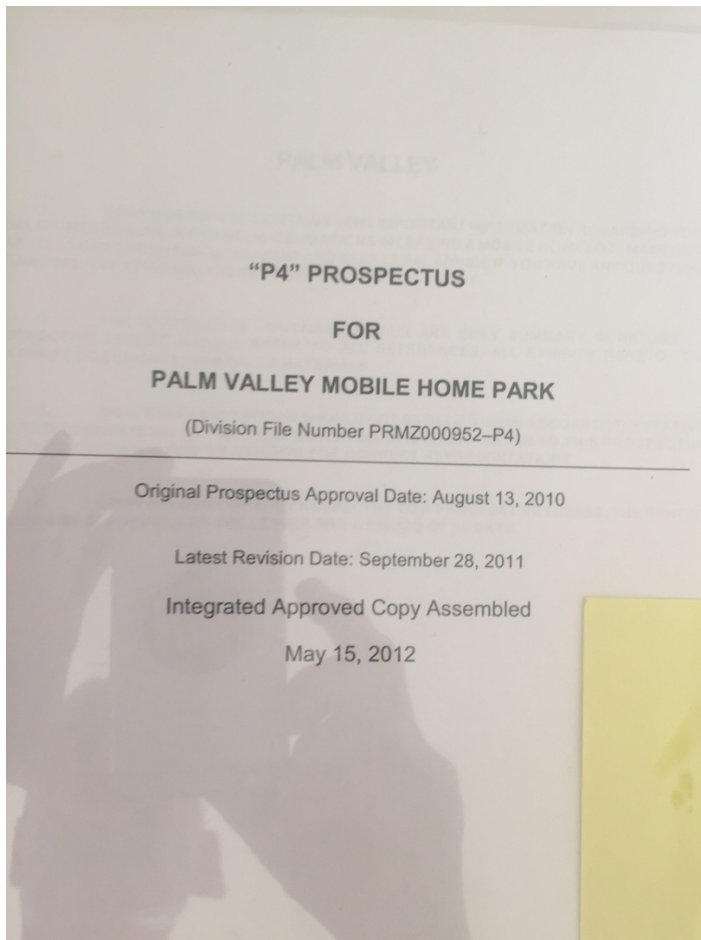
***I closed on my home on October 6th. Then got billed for water from Sept 6 to Oct 4th - a period of time I didn't even own the property.***

***Others in the community said they did the same thing to them, but they never bothered to have them correct it.***

4. Do you require property insurance or don't you require property insurance?  
If you do require it, how much do you actually require?  
Why is there no mechanism to make sure that all tenants maintain the required property insurance?

This was quite bizarre to me. For such a large organization like Palm Valley to have such a willy nilly, catch-as-catch-can, policy in place around insurance astounded me. But this is God's truth about what happened and what I was told.

I asked for and received your prospectus prior to signing the contract on the house. I read it from cover to cover. When I expressed interest in purchasing the home, I was told that I would need to provide an insurance policy for \$100,000 in order to close.





Then I read on page 23 that insurance is required to be in force for the entire time of the lease with Palm Valley.

Failure of the Community Owner to implement the full amount of an increase in lot rental amount as allowed by law and this prospectus during any year shall not preclude the Community Owner from increasing the lot rental amount at a later time in the manner prescribed by and consistent with Sections 723.037(1) and 723.031(5), to recoup the difference.

If the Homeowner pays all or a portion of the lot rental amount but the Community Owner has actual knowledge that the Homeowner is in default of or has breached any obligations under the Homeowner's prospectus or lot rental agreement or the Rules and Regulations, the Community Owner's receipt of payment shall not be deemed a waiver of such breach or default.

The Community Owner may elect to not increase the base rent, a specific fee, or any other portion or all of the lot rental amount. Any such election shall not preclude the Community Owner from adjusting the lot rental amount or any portion thereof at a subsequent date for any amount or cost so deferred, to the extent permitted by Chapter 723, Florida Statutes, and the failure of the Community Owner to charge or to increase an existing charge for one of the special use fees set forth herein shall not constitute a waiver of the Community Owner's right to implement or increase such a charge.

**Insurance.** Homeowner shall at his expense, obtain and keep in force during the term of his Lot Rental Agreement a policy or policies of comprehensive liability, fire, windstorm and flood insurance insuring Community Owner and Homeowner against perils arising out of the ownership, use, occupancy or maintenance of the manufactured home lot and all areas appurtenant thereto. This shall also include coverage for the removal of the manufactured home after a fire, windstorm, flood or Act of God. The limit of said insurance shall not limit the liability of Homeowner hereunder. Homeowner may carry said insurance under a blanket policy, providing however, said insurance by Homeowner shall have a Community Owner's protective liability endorsement attached thereto. If Homeowner fails to procure and maintain said insurance, Community Owner may, but shall not be required to procure and maintain same. Any such insurance obtained by the Community Owner shall be at the expense of the Homeowner. Insurance required hereunder shall be in companies rated A+, AAA or better in the "Best Insurance Guide." Prior to occupancy of lot, Homeowner shall deliver to Community Owner copies of policies required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Community Owner. No policy shall be canceled or subject to reduction of coverage except after ten days prior written notice to Community Owner. At the request of Community Owner at anytime during the tenancy, Homeowner shall provide a copy of the aforementioned policies.

**Indemnification and Liability of Community Owner.** Community Owner shall not be liable for any loss, injury, death, or damage to persons or property which may be suffered by Homeowner or by any person whatsoever may be using, occupying or visiting the lot, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of the Homeowner or of any occupant, sublessee, contractor, subcontractor, visitor, or user of any portion of the lot, or shall result from or be caused by any other matter whether of the same kind as or of a different kind than the matters above set forth. The Homeowner shall indemnify the Community Owner against all claims, liability, loss, or damage whatsoever as described herein including but not limited to costs, counsel and investigation fees, expenses and liabilities. Homeowner shall be given notice in writing that the same are about to be incurred, and shall have the option itself to make necessary investigation and employ counsel of Homeowner's own selection, but satisfactory to the Community Owner, for the necessary defense of any claim. Homeowner shall look solely to the ownership of the Community Owner's proprietary interest in the manufactured home Community property for the collection of any judgment or other judicial process requiring the payment of money by Community Owner, or judgment or other judicial process requiring performance of an act in the event of any default or breach by Community Owner with respect to any of the terms, covenants and conditions of this agreement to be observed or performed by Community Owner (hereinafter aggregately referred to as "judgments" against Community Owner) and no other property or assets of Community Owner shall be subject to levy, execution or other enforcement procedure for the satisfaction of Homeowner's remedies or of any judgments against Community Owner in the event of a violation by Community Owner of any of the provisions



Then I read on page 33 that the amount of insurance required was \$300,000. So I tried to arrange to get \$300,000 insurance policy, only to find out that the property didn't qualify for a \$300,000 policy and that I was only able to obtain \$100,000 policy.

...e -- \$\_\_\_\_\_ Homeowner will be held financially responsible for any damage to the property, including underground services, caused by contractors or contractors. The fee will be equal to the actual cost of the services, including materials, contractors, service personnel, etc.

t. Home Removal Security Deposit -- \$\_\_\_\_\_. To ensure that the Community is compensated for any damage to the lot resulting from the removal of the manufactured home or the failure of the Homeowner to properly restore the lot at the time of removal of the manufactured home, Homeowner shall within seven days prior to removal of the home from the Community pay a Home Removal Security Deposit. The Community reserves the right to claim against the security deposit for the cost of repair or restoration of the lot or for any cleanup of the lot after removal of the home.

u. Recycling Fee -- \$\_\_\_\_\_ Home Owner's pro rata share of a recycling fee imposed on the Community by government.

v. Damaged Home Removal Fee -- \$\_\_\_\_\_ for the cost of removing Home Owner's damaged or destroyed home after notice to Home Owner of his obligation to do so and his failure to comply.

w. Upgrading of Home Fee. \$\_\_\_\_\_ per hour for all necessary work performed by the Community owner upon the homeowner's failure to bring his home into conformance with Community Rules and Regulations.

x. Cost of Special Notices. \$\_\_\_\_\_ for actual costs incurred by the Community Owner to furnish notices to the Homeowner regarding: (1) non payment of lot rental amount; (2) non compliance with a provision of the Homeowner's lot rental agreement and/or prospectus; (3) non compliance with any Community rule or regulation. Such costs include but are not limited to attorneys fees, mailing costs, secretarial time and costs of posting of notices.

y. Rule Violation Fee. This fee shall be equal to the greater of (1) \$\_\_\_\_\_ per day for each day a violation is committed or continues, or (2) the amount of any funds expended or costs incurred by the Community Owner as a result of a violation of a Community rule by Homeowner or by any person residing in his home or in the Community with his permission, plus an amount equal to twenty percent (20%) of such costs and expenses. The total amount is payable on or before three days after notice by the Community Owner to the Homeowner of the violation of the Community Rules and Regulations and of the amount due from the Homeowner.

z. Insurance fee. \$\_\_\_\_\_. Homeowner is required to obtain an insurance policy or policies of comprehensive liability (of not less than \$300,000), fire, windstorm and flood insurance insuring Community Owner and Homeowner against perils arising out of the ownership, use, occupancy or maintenance of the manufactured home lot and all areas appurtenant thereto including the coverage for the removal of the manufactured home after a fire, windstorm, flood or Act of God. If Homeowner fails to procure and maintain said insurance, Community Owner may, but shall not be required to, procure and maintain same and charge Homeowner for the expense of the policy or policies.

aa. Prospectus replacement fee. \$\_\_\_\_\_ per copy for replacement of lost, damaged or destroyed prospectus.

bb. Gate Entry Device -- \$\_\_\_\_\_ per card, remote, or other device, after the first card issued, if a gate is constructed in the future for the Community.

cc. Manufactured Home Inspection Fee -- \$\_\_\_\_\_ plus \$\_\_\_\_\_ per mile travel expense from the Community to the place where said home is located.

-33-

I called the office to find out what I should do. And this is how the conversation went:

Me: I'm a little concerned because the prospectus says I need \$300,000 policy to close and be able to sign the lease but I can't find a company that will write a \$300,000 policy for this property.

Palm Valley Rep: No, you only need \$100,000

Me: Well, your prospectus says that I need \$300,000. Why would it say that if I only need \$100,000

Palm Valley Rep: Don't worry about the prospectus. No one ever reads the prospectus. We don't go by that. We only require \$100,000 policy to be produced before you sign the lease and close. Actually, lots of people take out the policy, give it to us, sign the lease, buy the mobile home and then cancel the policy. They don't want to pay the cost of the insurance so they cancel after the deal is signed.

Me: Don't you have some annual follow-up requirement to show renewals? Don't you ask to be named as Loss Payee so if there is a hurricane and the house is destroyed you get paid for the cost of clean-up if the property owner abandons the mobile home unit?

Don't you get named as loss payee so you can make sure that the proceeds are used to correct any damage done to the property?

I don't understand, the insurance is for everyone's protection. You don't really care whether people are insured or not?

Palm Valley Rep: No, not really. Not everyone can afford the insurance, so we don't monitor it.

Me: Well then why do you have it in the prospectus, which is a legal document and intricate part of my lease agreement? And if the amount is wrong, why don't you just change the amount that you require from \$300,000 to \$100,00 in the prospectus so that would at least be accurate?

...END....

Anyway, I think you get my point. This is the stupidest business policy a large corporation like yours could possibly have. It is unprofessional. And it is risky to your company and to every homeowner that lives in this community.

Just imagine for one moment what could actually happen to a place like this if it was truly devastated by a hurricane, like what happened in Puerto Rico, with a bunch of people with NO insurance and perhaps many seniors on fixed incomes that could not afford the out of pocket costs to repair or clean-up.

Perhaps at the corporate level you are unaware of what is actually being told to the tenants. But I assure you that these questions were also raised with Jolene when she went over all the leasing documents with me on the day of closing, and she concurred with everything that had been told to me previously and was not the least bit surprised by it. It was at this same time that I was asked if I wanted my name and phone number published in the Community Directory and I said No.

A fact, which brings me to my next experience.

## 5. Privacy Violation by Palm Valley Office

What I am about to describe happened in either November or December. I got a call from a Palm Valley resident named Renna McGuire. She introduced herself and told me that I am on a list of people in Palm Valley that need to have their house power washed.

I told her that I don't understand because I just bought the house in October and I haven't gotten any notice from the office that says that my house needs to be washed. I tell her that I only just moved in and I need some time to accomplish the many things that need to be spruced up. I go on to explain that I had retinal surgery right after I moved in and that I was not allowed to do any hard work for about a month afterwards. I assured her that I will keep my house in good order but that they need to give me a chance to settle in.

Then I ask her why the office didn't send me a notice because I was told that notices go out.

Ms. McGuire then told me that she does not work for the Palm Valley Office. She is a resident and the office shares with her a list of residents that receive notices informing them that they should power wash their home. She

told me that when she got the list from the office that my address was on it, but not my name or phone number. She thought that was odd, so she called the office and asked them for my name and phone number so she could call me about the power washing. The office gave her my name and number.

I asked her why they would do that because I said that I didn't want my phone number published or given out and I told this to the office at the closing. I asked her why they would give HER my number so she could call about a violation which should be handled between me and Palm Valley and not given to other residents.

Ms. McGuire then explained to me that she is a senior citizen, fairly homebound and that she provides the call as a courtesy. She arranges for power-washing to be done at a reduced price through members of local churches for those residents who can't do it themselves and perhaps can't afford to pay a lot of money to have it done.

First, I want to say how much I appreciated this woman's efforts to help in the community. And I do not want to take ANYTHING away from her with this letter. I'm sure she is being a benefit to others and for that she should be commended.

However, I was quite clear with Jolene that I did not want my number published. And in the end, my privacy was violated by the office when they were asked for my number and gave it out.

I did go to the office and speak with Jolene about that. And I made it clear that I was not upset with Ms. McGuire for calling me. But I wanted assurances that they would follow the instructions regarding publication of my phone number. After all, they asked me if I wanted it published and I said no. So if I didn't want it published, then what makes them think it is okay to simply give it out to anyone who asks for it.

I went on to ask Jolene why I didn't have a notice that said my house needed power washing from her or the Palm Valley group. Why would Palm Valley share violation notification information with another resident and not even give me the courtesy of contacting me directly if they felt my house wasn't clean enough.

Then I told Jolene that I walked around my house and while it could use some spiffing up, it certainly wasn't so dirty that it would warrant any kind of

"notice". I asked her to come out and look at my house and tell me if she felt it needed washing.

I then told Jolene that if my house needs washing, then the house behind me REALLY needs washing. I told her that I was not asking her to do anything about the house behind me, for perhaps they were old or could not afford to have the work done. I was not complaining about them. But if the community is going to enforce the rules by publicly humiliating me and telling other residents that my house needs cleaning BEFORE they even tell ME that they think my house needs cleaning, then they should make sure they apply the rules equally among all the residents.

Jolene said she would come by the next day to look at my house and see if it needed cleaning. Needless to say, she never showed up.

Below, find pictures of all the sides of my house. And one picture of the house I get to look at through my living room window. One side of my house could use cleaning. And I will do it. I already bought the power washer and was just waiting for some warmer weather. But I don't like the way it was handled. And I ask here again, if I am violating a rule or if the office has some information they want to communicate to me about my lack of care of my property, then I want it to be directly between me and them and NOT through any non-employee resident that they decided to give a list to.

Here are the pictures:





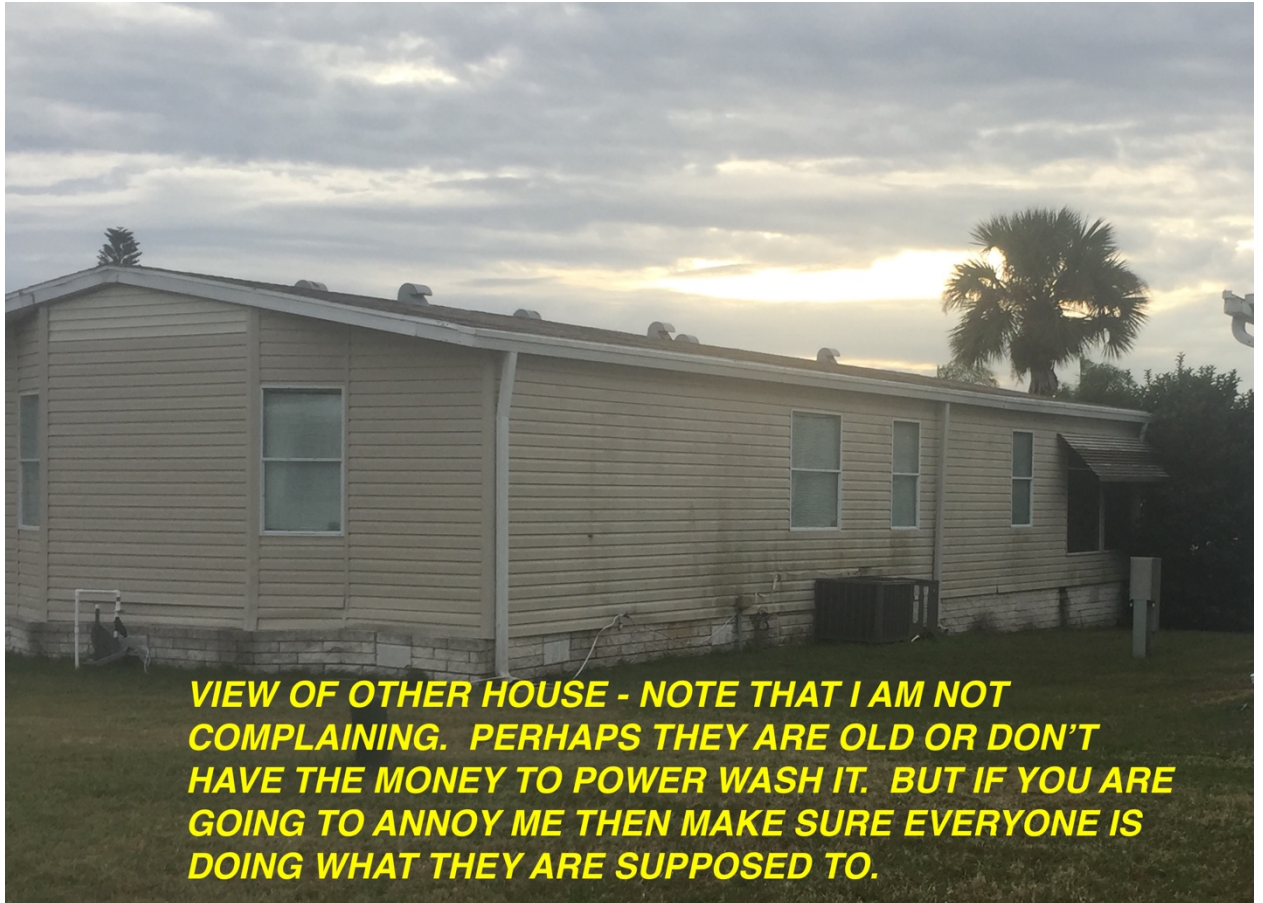






While it is just this side that needs to be done, I will be washing the entire house. I just last week had the roof power washed. But I also have to work in the front garden. I need to clean the front steps, repaint parts of the front railings that have chipped paint, patch and clean (again) the driveway and perhaps paint it, among a list of other things. I will do it, all in good reasonable time.

In the meantime, this is what I get to look at from my living room window.





side needed power washing. I, in turn, introduced her to the view of my back neighbor's house.

## CONCLUSION:

What should I conclude from all this? Was the manager of the Palm Valley Water Company and the guys that would do the actual plumbing on the irrigation line wrong when they told me that a new valve with a handle could be installed? Or were their efforts thwarted by Jolene because I dared to bring to her attention things that I believed were either incorrect, unfair or just plain wrong over the last four months?

I really am quite a private person. I tend to keep to myself. I do not want to fight, argue or bicker with anyone. Basically, I want to be left alone. But I am also not the kind of person one is going to be able to take advantage of, provide incorrect information to or treat rudely or with lack of consideration. When that happens, I will speak up and speak out on my own behalf.

All I really want is a valve on my irrigation line. It simply should not be this hard to get.

Feel free to call me at 407-733-2662 if you have questions or care to discuss.

Very truly yours,



Diana L. Danin  
938 East Palm Valley Drive  
Oviedo, Florida 32765  
Jeladi1@gmail.com



Diana Danin <jeladi1@gmail.com>

**RE: water company information - final request for information**

1 message

**Lindsay Gill** <LGill@hometownamerica.net>  
To: Diana Danin <jeladi1@gmail.com>, Susan Haupt <SHaupt@hometownamerica.net>

Wed, Apr 27, 2022 at 10:11 AM

Ms. Danin,

I am in receipt of your requests regarding the mineral levels in your water as well as your irrigation reads. We provide the required reports to all of our consumers, but I will be happy to provide these additional to you, but I should let you know that those requests may take several days to complete. Irrigation reads are done manually, and so we will need to access our archives in order to pull those exact numbers for you since they are not listed on your monthly invoice. We are currently training on new technology that may allow that to change soon. Additionally, I have reached out to U.S water to see if the iron and manganese levels are included in our routine testing.

In regards to contact information for CWS, Susan is correct in that all calls should be directed to the community office. CWS communities is the legal entity owned by Hometown America and this can be verified via [sunbiz.org](http://sunbiz.org). There is no additional office or point of contact specifically for CWS Communities. Palm Valley utilities are governed by the PSC because we provide service to neighboring communities outside of Palm Valley.

Thanks for your patience while we work on your request. I will follow up with you as soon as I have all the information at hand.

**When a resident calls the local office, is that employee representing CWS public utility company, or Hometown Palm Valley LLC, the park owner - or Hometown America Management LP, the Manufactured Home Dealer?**

**Lindsay Gill**

Regional Assistant, Florida Regional Office

[3700 Palm Valley Circle, Oviedo, FL 32765](http://3700.PalmValleyCircle.Oviedo.FL.32765)

P: 407.602.1352 | F: 312.604.3171 | W: [www.HometownAmerica.com](http://www.HometownAmerica.com)



**From:** Diana Danin <jeladi1@gmail.com>  
**Sent:** Friday, April 22, 2022 10:43 PM  
**To:** Susan Haupt <SHaupt@hometownamerica.net>; Lindsay Gill <LGill@hometownamerica.net>; Stephen Braun <sbraun@hometownamerica.net>  
**Cc:** jeladi1@gmail.com  
**Subject:** Re: water company information - final request for information

Dear Susan, Ms. Harris and Mr. Braun:

I'm sorry, Susan, but the report you provided is not responsive to my inquiry. And again, you manage the mobile home park - not the public water company - which seems to be hidden behind the mask of Hometown America.

I need the "iron and metal" content and the "manganese" content. These may not be numbers that a public water utility is required to provide to its customers but perhaps they have them anyway.

This report you provided I already have. It was mailed to me with my RENT bill.

My lease states that CWS bills me separately for their services. But that is not happening and I feel like there is a barrier between me and CWS. I have some questions for the water company. First about the metal and manganese - because those numbers need to be in a certain range for a water treatment device I am purchasing to work - and its expensive and I don't want to buy it if those numbers are too high.



Diana Danin <jeladi1@gmail.com>

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**thank you for responding - but I need to correct a misconception on your part please**

1 message

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Diana Danin <jeladi1@gmail.com>

Mon, Jul 25, 2022 at 4:04 PM

To: Gena Paugh <gpaugh@hometownamerica.com>, pzilis@hometownamerica.net

Cc: Rachel Zemke <rzemke@hometownamerica.net>

Dear Ms. Paugh

Attached find my response to your letter of reply.

Let me know how you wish to proceed.

I remain hopeful that Hometown America will do the right thing.

Diana Danin

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 **reply to Gena Paugh.pdf**  
1157K

Diana L. Danin  
 938 East Palm Valley Drive  
 Oviedo, FL 32765  
 407-733-2662  
[jeladi1@gmail.com](mailto:jeladi1@gmail.com)

July 25, 2022

Dear Ms. Paugh:

I am in receipt of your response to my letter regarding overbilling of water to new residents of the Palm Valley Community.

I'm attaching a copy of that letter with some corrections for your consideration.

Please know this:

In your letter you point out that my overcharge was corrected. If you feel I implied otherwise in my letter, you are mistaken. I stated that my instance was corrected and I was not personally looking for a refund. I said that I created this letter solely for the benefit of the rest of the residents overbilled by Hometown America or their affiliate companies – by whatever name they use.

Palm Valley 3700 Palm Valley Circle Oviedo, FL 32765		Diana Danin 938 E. PALM VALLEY DR. Oviedo, FL 32765									
Please Return The Top Portion With Your Payment. <b>DO NOT STAPLE!</b> . Make Checks Payable to Palm Valley											
<b>ACCOUNT SUMMARY : Site/Unit# 752</b>		<b>Due: Nov. 1, 2017</b>	<b>Office Phone 407-365-6651</b>								
Service	Amount	Service Dates From	To	Meter Readings Previous	Current	Diff	Multiplier	Usage	Units	Previous Month Usage	Amount
Water	\$22.16	09/08/2017	10/04/2017	266510	270410	3900	0.001	3.9	1000 Gals	1730	\$16.17
Sewer	\$63.37	09/08/2017	10/04/2017	266510	270410	3900	0.001	3.9	1000 Gals	1730	\$42.23
Base Rent	\$639.00										
Prev Bal	\$0.00										
Total Due	\$724.53										
<b>UTILITY DETAIL</b>											
<b>Sewer</b>	<b>Flow</b>	<b>Volume</b>	<b>Rate</b>	<b>Total</b>	<b>Water</b>	<b>Usage/Vol</b>	<b>Rate</b>	<b>Total</b>			
Base Facility Charge (Res Svc)	-	25.35000	\$25.38		Base Facility Charge (Res Svc)	-	10.97000	\$10.97			
Gallonge Charge (Res Svc)	3.90	9.74000	\$37.99		Gallonge Charge (Res Svc)	3.9	2.65000	\$10.34			
Sewer (over 6000 Gal)	0.00	0.00000	\$0.00		Subtotal	3.9	-	\$21.31			
Subtotal	3.90	-	\$63.37		Water Tax 4%	21.31	0.04000	\$0.85			
<b>Total</b>			\$63.37		<b>Total</b>			\$22.16			
*EZ Pay* Program: Save time and money! No late fees! Rent is paid automatically! Stop by the office for information or <a href="http://www.hometownamerica.com/ezpay">www.hometownamerica.com/ezpay</a> .											

Exhibit 1 in my letter

Even though I purchased home and signed lease on Oct 6, 2017, when Hometown Palm Valley LLC billed me for my rent for November 2017 they also billed me for water and sewer from September 8, 2017 to Oct 4, 2017.

I made them correct it back in 2017 but they are still doing this to every new resident.

In 2018, the community "turned off my water bill" for a few months. I never understood why they chose to "refund or compensate me" in that way, but I felt it offset the overcharge and I let it go. I also noticed at that time that my account number on my monthly bill was changed- I think the account number on the resident bill corresponds to the "lot number" in some internal corporate billing system. Palm Valley assigned me a new "account number" and stopped billing me for water for a few months. Then it reverted back to the original "account number" and remained that number since. It did not seem to be a straight-forward way of fixing the problem. And in fact, it didn't fix the problem, community wide, since I now know that other homeowners experienced the

same overcharging. I think it has to do with the fact that new residents inherit the account number of the prior owner combined with water/sewer being billed in arrears on rent bills that are billed forward. You can fix this by assigning permanent new account numbers to each new resident effective the day they sign their lease since the account number is for both the rent and the utility company. (I'll send you my bill for providing your firm with all this free guidance and information at some time in the future – LOL)

Your letter states, "We do have policies in place for reading meters when homes are sold so as to avoid any duplication of charges between the departing resident and new resident."

If this was a true statement then I would NOT have initial rent bills and settlement statements from eight new home owners over the last two years that were billed for water used by the prior owners BEFORE the dates they purchased their homes and leased the land.

I want to make sure that we are clear on this one fact. Hometown America or one of its affiliates **owes many new residents a refund for overbilling of water on their first months rent bills.**

Rachel and I had a conversation in which she stated that Hometown Palm Valley would not be able to provide me with any evidence of refunds provided - due to "privacy restrictions". I said that I would revisit this again in September but felt confident that Hometown America would do the right thing and take steps to issue refunds and find a way to provide me with proof of that.

Now, your letter claims that you have "policies for reading meters when homes are sold so as to avoid any duplication of charges between the departing resident and new resident". **Is that sentence meant to imply that your position is that you do not owe any other residents a refund? And that you have no intention of providing refunds of the overcharged amounts?** Because if that is your position – just tell me now and we can save ourselves a lot of time. I will just forward all my documentation to the PSC now and call for a full billing audit, then to the Attorney General of the State of Florida reporting for unfair and deceptive billing practices to senior citizens and then to the Department of Motor Vehicles asking them to re-examine the fitness of your brokerage resale company that fails to settle water/sewer charges that belong to the prior owner.

I don't want to do this, Gena. But if you are wondering if I will do it, be assured that I will.

I am disappointed in your response – a two page letter that sings the praises of your Broker Resale Operation and basically dismisses the main point of letter which was to allege overbilling and seek some corrective action regarding that.

I leave soon to visit my daughter and new grand-daughter in Texas and will return September 1<sup>st</sup>. My mail is on hold till then. So if you need to communicate with me,

email me please. I really would like to know Hometown's intentions regarding refunds to its community members that are entitled.

Very truly yours,

A handwritten signature in black ink, appearing to read "Diana L. Danin". The signature is fluid and cursive, with a prominent initial "D" and a long, sweeping underline.

Diana L. Danin



HOMETOWN AMERICA  
C O M M U N I T I E S ®

Diana L. Danin:

First, thank you for your residency at Palm Valley and for taking the time to share all of the information and details included in your letter dated July, 11, 2022.

**In response to your assertion that you were overcharged for water and sewer**, I have included a statement of your November 2017 to February 2018 account charges and payments. It shows you were not charged for water or sewer utilities until February 2018, and no payments included water or sewer fees until February 2018. It seems when you initially wrote us or contacted us, it was corrected in the system and no payments were accepted (until February 2018) for water or sewer.

I have also included a breakdown of your irrigation charges and will be updating our billing so this detail is available going forward.

I apologize for the initial confusion back in 2017 or 2018. ~~We do have policies in place for reading meters when homes are sold so as to avoid any duplication of charges between the departing resident and new resident.~~ **If you had policies in place for reading the meters when homes are sold and settling those charges on the settlement statement during the sale, then I would not have eight residents providing me with copies of first month rent bills that billed for water before their ownership started.**

Hometown America, (through its affiliate entity Hometown American Management, L.P.,) provides brokered resale services in almost all of its communities [in the state of Florida] to provide an alternate selling opportunity for its resident base who desire to sell their home. Unlike some communities that are similar to Hometown America communities. Every resident is given the choice to either use the resale services of Hometown America or to choose to use the services of any other resale broker with whom they feel the most comfortable.

Hometown America brokered resale operation prides itself in offering tremendous value for every resident who lists their home for sale. Often outside real estate agents do not understand the land leased component or home construction type and often are just looking to make a quick sale and commission. Hometown America's brokerage resale operation, in contrast, seeks to maximize the dollar value in every home sale transaction. Our resale operation understands the value of continued price improvements in our home sales which attract an increasingly stronger buyer profile which leads to a stronger community.

## **sings praises of brokerage firm**

When a resident entrusts Hometown America to list and sell their home, time, money, and effort are deployed in creating a strategic marketing and advertising campaign. Some but not all efforts are identified below:

1. National contact center to expeditiously handle all digital customer inquiries.
2. Periodic open house events.
3. Website advertising for both local and national markets.
4. Resident and realtor referral outreach programs.
5. National MLS listing service syndicating to popular websites like Zillow, Trulia, realtor.com and many others.
6. Trained sales professionals who are expert in creating value in home construction and community lifestyle.



7. One stop shop providing seamless transition and execution from listing, to sales contract, to residency application and title transfer.

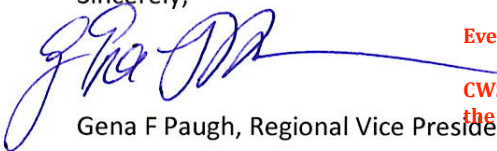
In order to sell homes at increasingly higher prices and close sales in a timely manner, professional sales training is required. Hometown America's sales agents are required to participate in ongoing customer service and experience training. Every agent strives to create a professional and enjoyable purchasing experience for each visitor through its doors. Buyers are afforded an interview followed by a comprehensive community tour and home viewing. Despite the significant time required to do this properly, Hometown and its employees know the value this creates.

Our community management side is responsible for all fees and charges after the home closes, such as water or sewer utility fees.

With respect to the questions you raised about the legal entities, we acknowledge that there are different Hometown America affiliated entities that serve different roles with respect to certain operations at the Community, whether management, resale operations or otherwise,. You should be assured that for any concern that you may have with regard to the Palm Valley Community, the Community Manager should be your point of contact. Though different entities in name and legal structure, all are affiliates of Hometown America, and the Community Manager will be able to answer any questions you may have. As to some of the particular questions that you raised, please note that CWS Properties LP no longer has an interest in the community. In 2019, in an internal restructure, the property was conveyed into Hometown Palm Valley, L.L.C. (as you correctly noted in your letter). This conveyance included the utility systems and related operations. The fact that the "Palm Valley Utilities" DBA remains with CWS Properties LLC was simply an administrative oversight, and our corporate team is working on transferring that DBA to Hometown Palm Valley, L.L.C. Similarly, our corporate team is in the process of renewing the "Palm Valley" DBA with Hometown Palm Valley, L.L.C.

Again, we appreciate the time you took to share this important information with our team. I hope we have addressed your concerns.

Sincerely,



Gena F Paugh, Regional Vice President, Hometown America

**An Administrative "oversight" that continued for FOUR YEARS resulting in applications for rate increases with the PSC in the name of CWS Communities LP - an entity that was not even a public utility company.**

**Even in this letter you cannot seem to get the names of your companies correct.**

**CWS Properties LLC is not filed with SOS, Florida as a company authorized to do business in the state of Florida and therefore cannot possibly be our public utility company.**





**Note from Danin: I'm including this info on trademark violations because it was their letter with all the wrong names that made me look and then the Registered R problem just jumped out at me.**

Diana Danin <jeladi1@gmail.com>

**69 violations of of US Patent and Trademark regulations - you cannot use the trademark Registered R without applying and getting approval for the US Patent and Trademark Office**

1 message

Diana Danin <jeladi1@gmail.com>

Fri, Jul 29, 2022 at 9:41 PM

To: Gena Paugh <gpaugh@hometownamerica.com>, pzilis@hometownamerica.com, pzilis@hometownamerica.net, Susan Haupt Palm Valley <gpaugh@hometownamerica.net>  
Cc: Susan Haupt Palm Valley <rzemke@hometownamerica.net>, jeladi1@gmail.com

Gena  
Your reply to my letter left me baffled about how a company your size could get so sloppy with the registration of names, especially when those names control permits to serve as a public utility company with government organizations such as the Public Service Commission.

Your letter took me down a rabbit hole that led to more discovery that I would prefer not to have known about. But now that I do, I am once again letting you know so that your company can make appropriate corrections.

This time, the misrepresentations are all on the HometownAmerica.com website. Hometown has 77 communities. Each community has a webpage of homes that you are listing for sale in that community. Of the 77 communities, 69 of them are in violation of USPTO laws because you depict the Registered R after the name but have not registered the name or received approval from the USPTO.

Here is the one for Palm Valley.

Here is a spread sheet of the other 69 names that improperly use the Registered R. Simply click on the web page name and it will bring it up. I've already done the searches at USPTO Tess site for each of the names. While you enjoy trademark protection for Hometown America, you do not have trademark protection for 69 of the 77 communities listed in the attached document.

You need to have someone in corporate take the trade mark symbols off your webpage all 69 times until such time as you are able to obtain approval from the USPTO. Both the USPTO and the FTC would consider the unapproved use of the trademark symbol to be a form of fraud against the public.

You're welcome.

Diana Danin

**2 attachments**

**Palm Valley®** ←  
3700 Palm Valley Cir  
Oviedo, FL 32765  
Contact: Nancy Proulx  
Sales Office: (407) 366-0733  
Community Office: (407) 326-9678  
Fax: (312) 205-1299

**Palm Valley.jpg**  
19K

**Hometown America communities and weblinks Sheet1.pdf**  
71K

If you double click on the Website name it will bring you to the page with the Trademark Violation Registered R

Hometown America LLC Communities			
Community Name	Website Showing USPTO Violation	State	Registered with USPTO
Angola Beach Estates	<a href="https://hometownamerica.com/AngolaBeachEstates/homes">https://hometownamerica.com/AngolaBeachEstates/homes</a>	Delaware	no TESS record found
Rehoboth Bay	<a href="https://hometownamerica.com/RehobothBay/homes">https://hometownamerica.com/RehobothBay/homes</a>	Delaware	no TESS record found
Barclay Farms	<a href="https://hometownamerica.com/BarclayFarms/homes">https://hometownamerica.com/BarclayFarms/homes</a>	Delaware	no TESS record found
<b>Village of Cool Branch</b>	<b><a href="https://hometownamerica.com/CoolBranch/homes">https://hometownamerica.com/CoolBranch/homes</a></b>	<b>Delaware</b>	<b>Registered with USPTO</b>
Audubon- Virginia	<a href="https://hometownamerica.com/Audubon/homes">https://hometownamerica.com/Audubon/homes</a>	VA	no TESS record found
<b>Pine Lakes</b>	<b><a href="https://hometownamerica.com/PineLakes/homes">https://hometownamerica.com/PineLakes/homes</a></b>	<b>Az</b>	<b>Registered with USPTO</b>
Crescent Run	<a href="https://hometownamerica.com/CrescentRun/homes">https://hometownamerica.com/CrescentRun/homes</a>	Az	no TESS record found
Pine & Pond	<a href="https://hometownamerica.com/PineAndPond/homes">https://hometownamerica.com/PineAndPond/homes</a>	NH	no TESS record found
Ledgewood	<a href="https://hometownamerica.com/Ledgewood/homes">https://hometownamerica.com/Ledgewood/homes</a>	NH	no TESS record found
Leisurewoods - Rockland	<a href="https://hometownamerica.com/LeisurewoodsRockland/homes">https://hometownamerica.com/LeisurewoodsRockland/homes</a>	Mass	no Tess Record Found
Leisurewoods - Taunton	<a href="https://hometownamerica.com/LeisurewoodsTaunton/homes">https://hometownamerica.com/LeisurewoodsTaunton/homes</a>	Mass	no Tess Record Found
Live Oaks Village	<a href="https://hometownamerica.com/LiveOaksVillage/homes">https://hometownamerica.com/LiveOaksVillage/homes</a>	Mass	no Tess Record Found
Miller's Woods and River Bend	<a href="https://hometownamerica.com/MillersWoodsRiverBend/homes">https://hometownamerica.com/MillersWoodsRiverBend/homes</a>	Mass	no Tess Record Found
Oakhill - MA	<a href="https://hometownamerica.com/OakHillMa/homes">https://hometownamerica.com/OakHillMa/homes</a>	Mass	no Tess Record Found
Oak Point	<a href="https://hometownamerica.com/OakPoint/homes">https://hometownamerica.com/OakPoint/homes</a>	Mass	no Tess Record Found as owned by Hometown America
Maple Valley	<a href="https://hometownamerica.com/MapleValley/homes">https://hometownamerica.com/MapleValley/homes</a>	Illinois	no Tess Record Found as owned by Hometown America
Saddlebrook Farms	<a href="https://hometownamerica.com/Saddlebrook/homes">https://hometownamerica.com/Saddlebrook/homes</a>	Illinois	no Tess Record Found as owned by Hometown America
Calverton Meadows	<a href="https://hometownamerica.com/CalvertonMeadows/homes">https://hometownamerica.com/CalvertonMeadows/homes</a>	NY	no Tess Record Found
Foxwood Village	<a href="https://hometownamerica.com/FoxwoodVillage/homes">https://hometownamerica.com/FoxwoodVillage/homes</a>	NY	no Tess Record Found
<b>Lebanon - Alden Place</b>	<b>no violation - not using registered R</b>	<b>Pa</b>	<b>no violation - not using registered R</b>
Arbor Gate	<a href="https://hometownamerica.com/ArborGate/homes">https://hometownamerica.com/ArborGate/homes</a>	Pa	no Tess Record Found as owned by Hometown America
Westwood Estates	<a href="https://hometownamerica.com/WestwoodEstates/homes">https://hometownamerica.com/WestwoodEstates/homes</a>	RI	no Tess Record Found
Countryview Estates	<a href="https://hometownamerica.com/CountryviewEstates/homes">https://hometownamerica.com/CountryviewEstates/homes</a>	RI	no Tess Record Found

Southern Pines	<a href="https://hometownamerica.com/SouthernPines/Homes">https://hometownamerica.com/SouthernPines/Homes</a>	Fl	no Tess Record Found as owned by Hometown America
Sunny South Estates	<a href="https://hometownamerica.com/SunnySouthEstates/Homes">https://hometownamerica.com/SunnySouthEstates/Homes</a>	Fl	No Tess Record Found
Lakes at Leesburg	<a href="https://hometownamerica.com/LakesatLeesburg/Homes">https://hometownamerica.com/LakesatLeesburg/Homes</a>	Fl	No Tess Record Found
Lakes of Melbourne	<a href="https://hometownamerica.com/LakesofMelbourne/Homes">https://hometownamerica.com/LakesofMelbourne/Homes</a>	Fl	No Tess Record Found
University Lakes	<a href="https://hometownamerica.com/UniversityLakes/Homes">https://hometownamerica.com/UniversityLakes/Homes</a>	Fl	no Tess Record Found as owned by Hometown America
Del Tura Country Club	<a href="https://hometownamerica.com/DelturaCountryClub/Homes">https://hometownamerica.com/DelturaCountryClub/Homes</a>	Fl	No Tess Record Found
<b>Tara Woods</b>	<b>no violation - Not using R</b>	<b>Fl</b>	<b>No Violation - not using R</b>
Landmark Naples	<a href="https://hometownamerica.com/LandmarkNaples/Homes">https://hometownamerica.com/LandmarkNaples/Homes</a>	Fl	No Tess Record Found
<b>Fairways Country Club</b>	<b>no violation - Not using R</b>	<b>Fl</b>	<b>No Violation - not using R</b>
Palm Valley	<a href="https://hometownamerica.com/PalmValley/Homes">https://hometownamerica.com/PalmValley/Homes</a>	Fl	no Tess Record Found as owned by Hometown America
Tanglewood	<a href="https://hometownamerica.com/Tanglewood/homes">https://hometownamerica.com/Tanglewood/homes</a>	Fl	no Tess Record Found as owned by Hometown America
<b>Tanglewood-Outback RV</b>	<b>no violation -Not using R</b>	<b>Fl</b>	<b>No violation - not using R</b>
Pinelake Gardens and Estates	<a href="https://hometownamerica.com/PinelakeGardensAndEstates/Homes">https://hometownamerica.com/PinelakeGardensAndEstates/Homes</a>	Fl	No Tess Record Found
Little Manatee Springs	<a href="https://hometownamerica.com/PinelakeGardensAndEstates/Homes">https://hometownamerica.com/PinelakeGardensAndEstates/Homes</a>	Fl	No Tess Record Found
Ponderosa	<a href="https://hometownamerica.com/Ponderosa/homes">https://hometownamerica.com/Ponderosa/homes</a>	Ca	no Tess Record Found as owned by Hometown America
Delta Villa Estates	<a href="https://hometownamerica.com/DeltaVillaEstates/homes">https://hometownamerica.com/DeltaVillaEstates/homes</a>	Ca	No Tess Record Found
Lakehills Estates	<a href="https://hometownamerica.com/LakehillsEstates/homes">https://hometownamerica.com/LakehillsEstates/homes</a>	Ca	No Tess Record Found
Bayscene	<a href="https://hometownamerica.com/Bayscene/homes">https://hometownamerica.com/Bayscene/homes</a>	Ca	No Tess Record Found
Creekside Estates	<a href="https://hometownamerica.com/CreeksideEstates/homes">https://hometownamerica.com/CreeksideEstates/homes</a>	Ca	No Tess Record Found
Green River	<a href="https://hometownamerica.com/GreenRiver/homes">https://hometownamerica.com/GreenRiver/homes</a>	Ca	no Tess Record Found as owned by Hometown America
Arrowhead Estates	<a href="https://hometownamerica.com/Arrowhead/homes">https://hometownamerica.com/Arrowhead/homes</a>	Ca	No Tess Record Found
Grand Royal Estates	<a href="https://hometownamerica.com/GrandRoyalEstates/homes">https://hometownamerica.com/GrandRoyalEstates/homes</a>	Ca	No Tess Record Found
Eden Roc	<a href="https://hometownamerica.com/EdenRoc/homes">https://hometownamerica.com/EdenRoc/homes</a>	Ca	no Tess Record Found as owned by Hometown America
Spanish Ranch II	<a href="https://hometownamerica.com/spanishranch/homes">https://hometownamerica.com/spanishranch/homes</a>	Ca	No Tess Record Found
Cabrillo Mobile Home Park	<a href="https://hometownamerica.com/Cabrillo/homes">https://hometownamerica.com/Cabrillo/homes</a>	Ca	No Tess Record Found

Huntington by the Sea	<a href="https://hometownamerica.com/HuntingtonbyTheSea/homes">https://hometownamerica.com/HuntingtonbyTheSea/homes</a>	Ca	No Tess Record Found
Waterfront RV Park	<a href="https://hometownamerica.com/WaterFront/homes">https://hometownamerica.com/WaterFront/homes</a>	Ca	No Tess Record Found
Jurupa Hills Cascade	<a href="https://hometownamerica.com/JurupaHillsCascade/homes">https://hometownamerica.com/JurupaHillsCascade/homes</a>	Ca	No Tess Record Found
<b>Laguna Terrace</b>	<b>no violations - no R used</b>	<b>Ca</b>	<b>no violations - no R used</b>
Carriage Mobile Estates	<a href="https://hometownamerica.com/CarriageMobileEstates/homes">https://hometownamerica.com/CarriageMobileEstates/homes</a>	Ca	No Tess Record Found
Poway Royal Estates	<a href="https://hometownamerica.com/PowayRoyalEstates/homes">https://hometownamerica.com/PowayRoyalEstates/homes</a>	Ca	No Tess Record Found
<b>Oak Tree Ranch</b>	<b>no violation- no R used</b>	<b>Ca</b>	<b>no violation- no R used</b>
Ramona Village Estates	<a href="https://hometownamerica.com/RamonaVillaEstates/homes">https://hometownamerica.com/RamonaVillaEstates/homes</a>	Ca	No Tess Record Found
The Colony	<a href="https://hometownamerica.com/TheColony/homes">https://hometownamerica.com/TheColony/homes</a>	Ca	no Tess Record Found as owned by Hometown America
Diamond K Estates	<a href="https://hometownamerica.com/DiamondKEstates/homes">https://hometownamerica.com/DiamondKEstates/homes</a>	Ca	No Tess Record Found
Colonial Estates	<a href="https://hometownamerica.com/ColonialEstates/homes">https://hometownamerica.com/ColonialEstates/homes</a>	Ca	no Tess Record Found as owned by Hometown America
La Canada Estates	<a href="https://hometownamerica.com/LaCanadaEstates/homes">https://hometownamerica.com/LaCanadaEstates/homes</a>	Ca	No Tess Record Found
Eastridge	<a href="https://hometownamerica.com/HometownEastridge/homes">https://hometownamerica.com/HometownEastridge/homes</a>	Ca	no Tess Record Found as owned by Hometown America
Monterey Oaks	<a href="https://hometownamerica.com/MontereyOaks/homes">https://hometownamerica.com/MontereyOaks/homes</a>	Ca	No Tess Record Found
The Orchard	<a href="https://hometownamerica.com/TheOrchard/homes">https://hometownamerica.com/TheOrchard/homes</a>	Ca	no Tess Record Found as owned by Hometown America
Mission Gorge Villa	<a href="https://hometownamerica.com/MissionGorgeVilla/homes">https://hometownamerica.com/MissionGorgeVilla/homes</a>	Ca	No Tess Record Found
Carman Ranch	<a href="https://hometownamerica.com/CarmanRanch/homes">https://hometownamerica.com/CarmanRanch/homes</a>	Ca	No Tess Record Found
Mary Manor Estates	<a href="https://hometownamerica.com/MaryManorEstates/homes">https://hometownamerica.com/MaryManorEstates/homes</a>	Ca	No Tess Record Found
Plaza Del Rey	<a href="https://hometownamerica.com/PlazaDelRey/homes">https://hometownamerica.com/PlazaDelRey/homes</a>	Ca	no Tess Record Found as owned by Hometown America
Buenaventura	<a href="https://hometownamerica.com/Buenaventura/homes">https://hometownamerica.com/Buenaventura/homes</a>	Ca	no Tess Record Found as owned by Hometown America
Mountain View Estates	<a href="https://hometownamerica.com/MountainViewEstates/homes">https://hometownamerica.com/MountainViewEstates/homes</a>	Ca	no Tess Record Found as owned by Hometown America
Brighton at Barnegat	<a href="https://hometownamerica.com/BrightonAtBarnegat/homes">https://hometownamerica.com/BrightonAtBarnegat/homes</a>	NJ	No Tess Record Found
Mullica Woods	<a href="https://hometownamerica.com/MullicaWoods/homes">https://hometownamerica.com/MullicaWoods/homes</a>	NJ	No Tess Record Found
Fairways at Mays Landing	<a href="https://hometownamerica.com/MaysLanding/homes">https://hometownamerica.com/MaysLanding/homes</a>	NJ	No Tess Record Found
Oaks of Weymouth	<a href="https://hometownamerica.com/OaksofWeymouth/homes">https://hometownamerica.com/OaksofWeymouth/homes</a>	NJ	No Tess Record Found

Liberty Village	<a href="https://hometownamerica.com/LibertyVillage/homes">https://hometownamerica.com/LibertyVillage/homes</a>	NJ	No Tess Record Found
Shenandoah Village	<a href="https://hometownamerica.com/ShenandoahVillage/homes">https://hometownamerica.com/ShenandoahVillage/homes</a>	NJ	no Tess Record Found as owned by Hometown America
Clearwater Village	<a href="https://hometownamerica.com/ClearwaterVillage/homes">https://hometownamerica.com/ClearwaterVillage/homes</a>	NJ	No Tess Record Found
Berryman's Branch	<a href="https://hometownamerica.com/BerrymansBranch/homes">https://hometownamerica.com/BerrymansBranch/homes</a>	NJ	No Tess Record Found



Diana Danin &lt;jeladi1@gmail.com&gt;

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**Automatic reply: 69 violations of of US Patent and Trademark regulations - you cannot use the trademark Registered R without applying and getting approval for the US Patent and Trademark Office**

1 message

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**Gena Paugh** <gpaugh@hometownamerica.net>  
To: Diana Danin <jeladi1@gmail.com>

Fri, Jul 29, 2022 at 9:41 PM

I am so sorry to have missed you! I will be out of office through Monday with very limited access to email, returning to the office Tuesday August 2nd

For a more expedited response please email Lindsay Gill the regional assistant at [LGill@hometownamerica.net](mailto:LGill@hometownamerica.net)

Gena F Paugh  
Florida Regional Manager

**I never did get any other response to the letter that gave them links to the 69 US Patent and Trademark violations they had on their website, but a week after sending this email, all 69 Registered R's attached to names that were not actually Registered with the USPTO were removed from their website. I have photos of each page of the websites but you don't need to see that.**

**I just wanted to show that it isn't just their names that they fail to register with the PSC or the Florida Dept of State, or the name of their water company, or their fraudulent billing practices.**



Diana Danin &lt;jeladi1@gmail.com&gt;

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**Overcharging new residents for prior owners water**

1 message

**Diana Danin** <jeladi1@gmail.com>

Tue, Sep 6, 2022 at 11:11 AM

To: Gena Paugh &lt;gpaugh@hometownamerica.com&gt;, Lindsay Gill &lt;LGill@hometownamerica.net&gt;, Rachel Zemke &lt;rzemke@hometownamerica.net&gt;, pziilis@hometownamerica.net, Lindsay Harris &lt;lharris@hometownamerica.net&gt;

Hello all

I sent you the attached letter in July and asked that you go through your records and refund those residents that you charged for water that should have been billed to the prior residents. I asked for some kind of proof that you have made everyone whole that overpaid over the last five years.

I am quite serious about following up with regulatory authorities regarding this matter. I don't want to do this, but absent some proof that you have reimbursed the senior citizens for amounts you overbilled them, I will not have any choice.

I will not have to bring a lawsuit against Palm Valley because the Attorney General's office will pursue that on our behalf when we document the overbilling practice. So I am not concerned about incurring legal fees personally.

September 15th is right around the corner. So please do let me know how you want me to proceed. I truly hope you do not put my back up against the wall and force me to call upon the authorities to make you do the right thing. But the choice remains with Hometown America LLC's management and company.

I look forward to hearing from you as soon as possible.

Diana Danin  
938 East Palm Valley Drive  
Oviedo, FL 32765  
407-733-2662  
[jeladi1@gmail.com](mailto:jeladi1@gmail.com)

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 **Letter to CWS and Hometown Palm Valley Final Reminder.pdf**  
4689K

On Mon, Sep 12, 2022 at 4:28 PM Gena Paugh <[gpaugh@hometownamerica.net](mailto:gpaugh@hometownamerica.net)> wrote:

Ms. Danin:

I would like to thank you for all of the useful information you have shared with us. We are currently working with the Public Service Commission resolving the administrative issue. We have also been reviewing utility accounts at Palm Valley, but will not be able to provide information by the date you have requested of September 15, 2022. Thank you for your residency and the information provided in past emails.



**Gena Paugh**

Regional Vice President, Florida Regional Office

[3700 Palm Valley Circle, Oviedo, FL 32765](#)

P: 407.366.2708 | F: 312.604.3193 |

W: [www.HometownAmerica.com](http://www.HometownAmerica.com)



**So from around July 15th to September 12th, Hometown Palm Valley did not take the time to refund even one customer for their fraudulent overbilling.**



On Fri, Sep 16, 2022 at 12:15 PM Gena Paugh <[gpaugh@hometownamerica.net](mailto:gpaugh@hometownamerica.net)> wrote:

Good afternoon Ms. Danin,

I believe you are referring to our policy of not sharing private account information with anyone who is not on the lease for that site. If so, that is correct. You would not be able to view other resident's file or private information regarding their home site. We are working on this as I mentioned yesterday, but the on site office cannot share information with you regarding any account you are not a lease holder on.



**Gena Paugh**

Regional Vice President, Florida Regional Office

[3700 Palm Valley Circle, Oviedo, FL 32765](#)

P: 407.366.2708 | F: 312.604.3193 |

W: [www.HometownAmerica.com](http://www.HometownAmerica.com)



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**From:** Diana Danin <[jeladi1@gmail.com](mailto:jeladi1@gmail.com)>  
**Sent:** Friday, September 16, 2022 10:14 PM  
**To:** Gena Paugh <[gpaugh@hometownamerica.net](mailto:gpaugh@hometownamerica.net)>  
**Subject:** Re: Overcharging new residents for prior owners water

I can understand that, Gena. Perhaps I can keep asking the 8 residents that provided me with overbilling information if they ever got a refund from Hometown America. So far, none of them have.

How long do you think you will need to review your files and issue refunds to those resident that were billed for water that should have been billed to your prior tenants? If you can give me some assurance that this is going to happen then I can wait to send report - but there needs to be a deadline and I will need to be able to verify that refunds were issued. I'm sure those residents that provided me with information will be happy to say thank you to me when they get the refund check.

So is there a timeframe you can offer me?

Thanks

Diana Danin



Search in mail



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Back Archive Spam Delete Mark as unread Snooze Add to tasks Move to Labels More

On Tue, Sep 20, 2022 at 8:33 AM Gena Paugh <gpaugh@hometownamerica.net> wrote:

Please have each resident contact us individually regarding their own accounts.



**Gena Paugh**

Regional Vice President, Florida Regional Office

[3700 Palm Valley Circle, Oviedo, FL 32765](http://3700 Palm Valley Circle, Oviedo, FL 32765)

P: 407.366.2708 | F: 312.604.3193 | W: [www.Home](http://www.Home)



**From:** Diana Danin <jeladi1@gmail.com>  
**Sent:** Friday, September 16, 2022 10:14 PM  
**To:** Gena Paugh <gpaugh@hometownamerica.net>  
**Subject:** Re: Overcharging new residents for prior owners water

- Inbox 92
- Starred
- Snoozed
- Important
- Chats
- Sent
- Drafts 31
- All Mail
- Spam 171
- Trash
- Categories
- Social 1
- Updates 230



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- Inbox 92
- Starred
- Snoozed
- Important
- Chats
- Sent
- Drafts 31
- All Mail
- Spam 171
- Trash
- Categories
- Social 1
- Updates 230

**From:** Diana Danin <jeladi1@gmail.com>  
**Sent:** Tuesday, September 20, 2022 8:45 AM  
**To:** Gena Paugh <gpaugh@hometownamerica.net>  
**Subject:** Re: Overcharging new residents for prior owners water

Okay- I will take that reply to mean that even knowing this over billing practice has occurred, Hometown will not proactively d not provide refunds unless each individual resident requests one.

Thank you for letting me know. I know now what my next steps need to be.

And it isn't for me to contact those eight residents individually

On Tue, Sep 20, 2022 at 8:33 AM Gena Paugh <gpaugh@hometownamerica.net> wrote:

Please have each resident contact us individually regarding their own accounts.

Gena Paugh

On Tue, Sep 20, 2022 at 8:50 AM Gena Paugh <[gpaugh@hometownamerica.net](mailto:gpaugh@hometownamerica.net)> wrote:

We are looking into the account situation and have ensured all know the policy for new residents and adhere to it, but we would like to know the 8 you speak of, but they should come to us regarding their private, individual accounts.

**Gena Paugh**

Regional Vice President, Florida Regional Office

[3700 Palm Valley Circle, Oviedo, FL 32765](#)

P: 407.366.2708 | F: 312.604.3193 | W: [www.HometownAmerica.com](http://www.HometownAmerica.com)

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**HOMETOWN AMERICA**  
COMMUNITIES.

image001.png  
7K



## Re: Overcharging new residents for prior owners water



**Diana Danin** <jeladi1@gmail.com>  
to Gena

Tue, Sep 20, 9:39 AM (12 days ago)

Reply

Since there seems to be no way of ensuring that Hometown has proactively researched and refunded those residents they overcharged short of taking someone's word on it, I will move forward appropriately.

This is not about eight. It has been Hometowns practice not to make adjustments on the sales for prior owner water usage for at least five years, I suspect longer. I estimate that more than 100 people, perhaps as many as 300 people, have been overcharged at least \$50 and sometimes as high as \$100 depending on prior owners water usage just prior to the sale.

That represents between \$5000 to \$30000 that Hometown owes the park residents.

Call me Don Quixote, but I have taken on this challenge and will see it through until everyone has gotten their money back.

How about Hometown place an ad in the monthly newsletter stating that they had an error in their closing and lease signing practice that led to some residents being over billed for water in their first two months and asking those residents to reach out to hometown for a refund.

You don't have to bother responding. I know the answer. Even though Hometown has all the records they need to determine who they need to refund, you will correct going forward but don't want to lay out the funds to correct going back because that will come out if Hometown's pocket.

No worries. I'll take it from here

## Re: Overcharging new residents for prior owners water



**Diana Danin** <jeladi1@gmail.com>  
to Gena

Sep 20, 2022, 9:46 AM (12 days ago)

Reply

And just as a reminder, I am upset because I showed Hometown the flaw in this closing and billing practice back in 2017 and you did nothing to fix the procedure back then.

Let me give you a piece of advice. I think you should send this to your legal department for review and ask them what the consequences could be if this goes to the authorities for review.

Perhaps that might encourage Hometown to be proactive in correcting and refunding.

But that is entirely up to you

**Note from Danin: When I wrote this, it is because I read that each instance of fraudulent and deceptive trade practice is subject to a \$10,000 fine. There are over 100 instances of them billing new residents for former residents water.**

**So I thought that would encourage them to do the right thing.**

**But I have now learned that the company regulated by the Public Service Commission cannot be sued under the Florida Unfair and Deceptive Trade Practices Act.**

**Isn't that just so typical. That rule just gives them another level of comfort not to refund the Palm Valley residents.**

RE: Overcharging new residents for prior owners water

Inbox



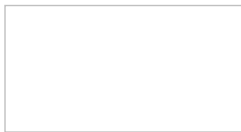
Gena Paugh

to me

Tue, Sep 20, 4:08 PM (12 days ago)

Reply

I can tell you we had a call today to discuss the process for this. It will require somewhat of a manual report, so we would need more time. I cannot commit to a date at this time.



Gena Paugh

Regional Vice President, Florida Regional Office

3700 Palm Valley Circle, Oviedo, FL 32765

P: 407.366.2708 | F: 312.604.3193 | W: [www.HometownAmerica.com](http://www.HometownAmerica.com)

**Note from Diana Danin: They have done nothing to refund anybody since being notified July 15, 2022. Well actually they were notified by me in 2018 and just continued their overbilling practice.**

3 attachments

 image003.png  
1K

 image002.png  
1K

**HOMETOWN AMERICA**  
COMMUNITIES.

image001.png  
7K

Account Number	Site/Unit	Due Date	Amount Due	Amount Paid
XXX67963	752	Nov. 1, 2017	\$724.53	

Palm Valley  
3700 Palm Valley Circle  
Oviedo, FL 32765

Diana Danin  
938 E. PALM VALLEY DR.  
Oviedo, FL 32765

Please Return The Top Portion With Your Payment. "DO NOT STAPLE". Make Checks Payable to Palm Valley

**ACCOUNT SUMMARY : Site/Unit# 752 Due: Nov. 1, 2017 Office Phone 407-365-6651**

Service	Amount	Service Dates		Meter Readings		Diff	Multiplier	Usage	Units	Previous Month	
		From	To	Previous	Current					Usage	Amount
Water	\$22.16	09/08/2017	10/04/2017	266510	270410	3900	0.001	3.9	1000 Gals	1730	\$16.17
Sewer	\$63.37	09/08/2017	10/04/2017	266510	270410	3900	0.001	3.9	1000 Gals	1730	\$42.23
Base Rent	\$639.00										
Prev Bal	\$0.00										
Total Due	\$724.53										

**Even though I purchased home and signed lease on Oct 6, 2017, when Hometown Palm Valley LLC billed me for my rent for November 2017 they also billed me for water and sewer from September 8, 2017 to Oct 4, 2017. Overcharged: \$85.53 which I made them refund**

**UTILITY DETAIL**

**I made them correct it back in 2017 but they are still doing this to some new residents**

Sewer	Flow Volume	Rate	Total	Water	Usage/Vol	Rate	Total
Base Facility Charge (Res Svc)	-	25.38000	\$25.38	Base Facility Charge (Res Svc)	-	10.97000	\$10.97
Gallorage Charge (Res Svc)	3.90	9.74000	\$37.99	Gallorage Charge (Res Svc)	3.9	2.65000	\$10.34
Sewer (over 6000 Gal)	0.00	0.00000	\$0.00	Subtotal	3.9	-	\$21.31
Subtotal	3.90	-	\$63.37	Water Tax 4%	21.31	0.04000	\$0.85
<b>Total</b>			<b>\$63.37</b>	<b>Total</b>			<b>\$22.16</b>

Diana L. Danin  
938 East Palm Valley Drive  
Oviedo, Fl 32765  
407-733-2662  
[jeladi1@gmail.com](mailto:jeladi1@gmail.com)

Oct 10, 2022

Florida Public Service Commission  
Angela Calhoun, Chief of the Office of Consumer Assistance and Outreach  
Via email: [acalhoun@psc.state.fl.us](mailto:acalhoun@psc.state.fl.us)  
Cc: Jennifer Crawford, Attorney for objection to request under docket 20220156  
Via email: [jcrawfor@psc.state.fl.us](mailto:jcrawfor@psc.state.fl.us)  
Cc: Commissioner Art Graham  
Via email: [commissioner.graham@psc.state.fl.us](mailto:commissioner.graham@psc.state.fl.us)  
Cc: Gena Paugh, Regional Manager Hometown Palm Valley LLC/CWS Communities LP  
Via email: [gpaugh@hometownamerica.net](mailto:gpaugh@hometownamerica.net)  
CC: Rachel Zemke, Park Manager and Utility Manager  
Via email: [rzemke@hometownamerica.net](mailto:rzemke@hometownamerica.net)  
2540 Shumard Oak Blvd  
Tallahassee, Fl 32399

Re: Regulated Utility Company  
CWS Communities LP dba Palm Valley Utilities (company code WS832,  
Certificates 223S and 277W)

Dear Ms. Calhoun:

The path I've traveled on this issue started in April 2022 and has grown incredibly complicated the more I look at it. I keep saying that I feel like I am being taken down into the rabbit hole and I ask for your patience as I try to walk you through the communications that culminate with this letter.

1. Let's start with my allegation:  
CWS Communities LP dba Palm Valley Utilities (company code WS832, Certificates 223S and 277W) have, over at least the last seven years, overbilled utility customers, specifically new residents for up to two months of water/wastewater/irrigation that should have been billed to prior resident. For just the last two years, I estimate that residents are due between \$8500 and \$17,000 in overcharge refunds. It would be significantly higher if you audited for the last five to seven years.



## 2. About CWS Communities LP dba Palm Valley Utilities

- a. Until Jan 2018 this entity owned (1) the utility company and (2) manufactured home park with 800 sites (we buy the home and lease the land from the park)
- b. Utility provides water /wastewater/irrigation service by individual meter to each of the 800 Palm Valley Park leased-homesites and provides water and wastewater service to approximately 125 single family residents in the Fox Run Community adjacent to Palm Valley (not owned or leased by Palm Valley).

(note that each year the utility under-reports the number of customers served on their annual reports which leads to under-reporting revenue in their paperwork for rate increases – but that is an aside to this letter and has been reported to Jennifer Crawford)

- c. When a park resident buys their home, they simultaneously sign a land-lease and home-purchase-closing-documents. At that point, the park office begins to generate monthly bills that itemize both the rent –AND- water/wastewater/irrigation utility service. **Rent is paid in advance, but utility is paid in arrears.**

See *Document 19- Rent bill vs Water-Sewer bill dates* - provides actual utility bill dates that appeared on rent bills for the last five years.

See *Document 20- Utility overcharged \$143 example dated May 2022 .pdf*

See *Document 21- Danin 2017 Oct water bill overcharged \$85.pdf*

3. On Oct 6, 2017, I bought my home and signed my lease. I gave Palm Valley my portion of the October rent by check. Palm Valley sent the first rent bill dated Nov 1, 2017. That bill charged for water from *Sept 8, 2017 to Oct 4, 2017* – a period of time that I did not even lease or own the property. It should have been billed to the prior utility/homeowner.

I had to fight with Jolene Burns, the park manager, at the time, to get them to reverse out this overbilling but it was truly a fight with the park-manager aka utility-manager insisting I was responsible for those dates of utility service.

A few other things happened in those first months I lived here. When I was unable to access the turnoff valve by the meter for the reclaimed water, I once again found myself contacting a park-manager/utility-manager who was generally ignorant of any reasonable understanding of issues related to the utility. (aside: Jolene burns demonstrated her ignorance when she kept turning off the reclaimed water and told me that they were running low because there wasn't enough rain. She believed reclaimed water came from rain and not from processing our wastewater).

I was so frustrated by these encounters, among a host of other events, that I ultimately wrote a ridiculously long complaint letter and sent it to Gena Paugh and Lindsay Harris who were both Regional Managers for Hometown America.

See *Document 1-email and letter of Feb 21, 2018 notice to Paugh and Harris regarding overbilling water to residents.pdf* - specifically pdf pages 7-8

I offer Document 1 as proof that in Feb 2018 Hometown America LLC and CWS Communities LP (utility and Park owner) were formally advised of the issues regarding overbilling and the flaw in their billing system that results in new residents being charged incorrectly for up to two months of utility service.

I was assured back then that they would rectify the situation. I didn't give it any further thought.

4. I went along for the next five years thinking that Hometown management had surely put systems in place to prevent the staff and system from overbilling new residents. Then in 2022 several of my neighbors complained to me that they were charged, just as I was back in 2017, - for time before they even lived here.

And that, my friend, is where I took the dive into the rabbit hole. I should have simply minded my own business. But I didn't see this as a small matter, especially since many seniors who live here are on fixed incomes. So I went in search of other residents who were similarly overcharged and located several.

I encouraged them to go to the office to get a refund. But the consensus was that they didn't want to make waves because the same people we would contact for a refund from the utility are the same people that make decisions about whether we can expand our driveway, change the color of our house, among other things. They are also the same that issue warnings if we don't power wash often enough or edge our driveways or are in some way not in compliance with the various rules contained in the prospectus. The majority simply did not want to go up against park management because they feared they might be subject to retribution sometime down the line. This is a consequence to the PSC allowing the same company who controls the lease to be the company that provides the water utility.

5. I decided to act as advocate on this issue despite the fact that I'd been compensated for my overbilling back in 2017 and was not owed any money. I read your online brochure "When to call the PSC" - and learned that customers should first give the utility a chance to correct the problem.

On July 11, 2022, I sent a letter to CWS Communities LP dba Palm Valley Utilities, Hometown Palm Valley LLC and Hometown America LLC telling them of their propensity to overbill utility to new residents. I asked them to proactively review rent/utility bills for the last seven years (because that is how long I know this has been happening) and issue refund checks to the residents.

See ***Document 3- Letter to CWS and Hometown Palm Valley Final - July 11, 2022*** and I respectfully ask that you read the whole letter.

In the July 11<sup>th</sup> letter I asked them to refund everyone by September 15<sup>th</sup>. I promised that if they didn't I would report them to the PSC and the Attorney General for investigation under the unfair and deceptive trade practices act.

6. That is when the rabbit hole went deeper. Here I was thinking I was doing a good deed and I deluded myself into believing that this multi-billion dollar privately owned conglomerate would happily refund the estimated \$15,000 to \$30,000 they overbilled their senior citizen residents over the last five to seven years. I basically got stone-walled by everyone.

a. Both regional and park management told me verbally and in writing that they would not work with me to ensure the residents got their refunds. Regional manager said they took steps to see that it would not happen again. They would not investigate anything going backwards. They said that each affected resident should contact them directly to get a refund. They kept trying to get me to give them the names of the people who shared their bills with me, but I refused.

If I gave park management the examples I knew about, they could simply refund those people and then I would never know if they truly investigated and proactively refunded all those affected. I need those examples as a test to see if anything ever does get refunded.

b. John Plescow of the PSC tried to convince me that CWS Communities LP dba Palm Valley was really "NOT" a regulated utility and stated, "mobile home community residents are required to dispute with the landlord or contact the Consumer Services division of the Department of Agriculture at 1-800-helpfla". I proved him wrong by contacting USWater, the company that manages the operations of the utility, and they confirmed that CWS was a regulated utility and gave me the certificate numbers.

c. The Attorney General - LOL - well their hands are tied because you can't prosecute any company under the Florida Unfair and Deceptive Trade Practices Act if they are regulated by the Public Service Commission. So while I threatened with that, thinking surely the Attorney General's office would be an advocate for a group of 800 senior citizens, it turned into an empty threat.

7. The rabbit hole got VERY DEEP when I received the response to my July 11<sup>th</sup> letter from Gena Paugh shortly thereafter.

**See Document 4- Letter from Gena Paugh with notes from Danin in Red undated but received in July**

The letter, in summation, states:

- ❖ Park and utility have systems in place to prevent new residents from being billed for old residents utilities.
- ❖ Describes what a wonderful job their brokerage division does in selling the properties (one full page)
- ❖ Community Management is in charge of water or sewer utility fees.
- ❖ Addresses my concerns, from my July 11 letter, regarding the names of the legal entities wherein the Regional Manager

- a. believes the name of the utility is CWS Properties LP when it is CWS Utilities LP
  - b. Informs me that the utility system and operations, the land it is located on, etc was conveyed to Hometown Palm Valley LLC in January 2019.
  
8. This letter opened a whole can of worms because
  - a. Since Jan 2019 all written communication regarding rate increases were sent to customers from CWS Communities LP dba Palm Valley Utilities.
  - b. Billing instructs us to pay “Palm Valley” but the new name on the utility, Hometown Palm Valley LLC, did not register a dba of Palm Valley with the Secretary of State of Florida. They scurried to do that after receiving my letter in July 2022, three and a half years late.
  - c. And I was to learn that CWS Communities LP dba Palm Valley Utilities never filed with the PSC for authorization to change majority shareholder, never submitted their annual reports in the correct name but still got their rate increases approved, misstated the number of customers which significantly reduced their stated revenue on rate increase requests, among a whole litany of other rule violations and irregularities unrelated to my original complaint about overbilling.
  
9. I put in a request under the Freedom of Information Act and I was provided lots of information on past filings of this utility and I learned to look up information from old dockets on your website.

I learned that the utility has an open request to the PSC to approve a name change under docket 20220156. I have registered my **formal objection to this request**, reviewed and submitted comments on a myriad of documents submitted to the PSC by this utility and was granted permission to become a party of record with respect to the utilities request to change their name.

If you want to review all of my investigation conclusions regarding that challenge, they are being uploaded as part of the docket file and sent to Jennifer Crawford , Miss Watts and Ms. Rivera.

But after a month of being side-tracked down THAT rabbit hole, I am coming full circle back to my quest to get the senior citizens of Palm Valley that were over charged, refunded.

## 10. Where I stand on this issue today:

I am fully committed to seeing that anyone that has been overcharged gets refunded. I've concluded that Palm Valley Management has-not, and in my opinion, will-not, proactively investigate and refund customers that were overcharged, without being somehow forced to do so. Therefore, this issue will have to be resolved in one of the following ways:

**Choice A:** The Florida Public Service Commission will perform an audit on the utility regarding their billing of new residents. To aid in this endeavor, I took the Resident Directories from 2020 and 2022 and I compared them. I made a list of 170 senior citizens that became park residents and utility customers in just the last two years.

**See Document 22- new resident list 2021 -2022**

The PSC can initially pick names randomly and instruct the utility to send copies of the utility bills for those addresses for the first three months that they obtained service and have them provide the PSC with the lease date for that resident with proof of the lease date. Those bills will tell it all. Either they will demonstrate that this is a systemic problem or they will demonstrate that it is haphazard and isolated.

I am fairly confident that you will discover that it is systemic and has been for at least five years. If that happens, perform a full audit, charge the utility for your time, and make them show you proof that they have refunded every customer they over charged. Have information related to this matter and the results published on the PSC website for monitoring.

**Choice B:** I will, at my own expense, print and mail the attached packet of information to each of the 170 new residents. I will give them redacted copies of bills that were overcharged, and a form complaint letter to sign and turn into the Palm Valley Office requesting copies of their utility bills for the first three months of their residency and a request for a refund if they were overcharged.

**See Document 23- Palm Valley Resident Packet for Refund**

Perhaps not every single one of the 170 residents will send in their letter. But I suspect under the cover of so many people participating, the question of retaliation will become moot. The utility will have to provide copies of the bills to anyone who sends in the letter together with a check for any over charges applied WITHIN 15 days. Rule 25-30.355



11. On September 20<sup>th</sup>, Gena Paugh, Regional Vice President sent me an email stating “ I can tell you we had a call today to discuss the process for this. It will require somewhat of a manual report, so we would need more time. I cannot commit to a date at this time.”

While that email suggests that they may intend to rectify the situation, it was worded in a sufficiently vague enough way as to leave me unconvinced that they intend to act fairly. They have, after all, done nothing for over three months. Actually five years if you count my 2017 notification to them. If we allow them to delay, each month that passes could result in another month of new residents not falling into the two year billing timeline, perhaps reducing their exposure to refunds that would be required under PSC rules.

12. The following documents represent the shared communications on this matter between Diana Danin and Gena Paugh, Regional Manager Hometown America.

- Document 5- email with letter attachment - Danin to Paugh July 25
- Document 6- Danin to Paugh on 69 trademark violations - July 29  
Yes, in the process of looking at the Hometown website I discovered that they placed the registered R symbol on 67 of their 77 without actually registering those names with the US Patent and Trademark office. This is my notice to them to correct and the Registered R's disappeared from their website within a week. But I have pictures of them all if anyone doubts my veracity. I just want to demonstrate that they have no respect for rules of the USPTO or the FPSC.
- Document 7- out of office Paugh to Danin July 29 on Trademark violations
- Document 8- Danin to Hometown - follow-up to July 11 letter made on Sept 6<sup>th</sup>
- Document 9- Paugh/Hometown to Danin Sept 12 4pm – thank you note and notice that they are working with PSC on the name issue
- Document 10 -Danin to Paugh/Hometown Sept 12 9pm – Danin encourages Hometown to take the high road and make restitution
- Document 11 -Paugh/Hometown to Danin Sept 16  
Gena Paugh confirms they will not be able to confirm to me refunds made
- Document 12- Danin to Paugh/Hometown Sept 16  
Danin requests Gena Paugh to agree to some kind of deadline
- Document 13- Paugh/Hometown to Danin Sept 20 830am  
Paugh asks Danin to have residents contact office individually
- Document 14- Danin to Paugh/Hometown Sept 20 845am  
Danin refuses to provide names of residents that were overbilled
- Document 15- Paugh/hometown to Danin Sept 20 850 am  
Paugh says they are looking into account situation, that they have ensured that all who need to know the correct billing policy know it and adhere to it and asks for the names of my eight sample residents.
- Document 16- Danin to Paugh/Hometown Sept 20 940 am  
Danin accuses Hometown of only wanting to fix going forward but not wanting to lay out funds needed to repay for past billing errors.
- Document 17-Danin to Paugh/Hometown Sept 20 946am  
Danin reminds Hometown that they were told about this back in 2017 and didn't correct it. Danin, also still thinks there is some kind of magic that will happen through the Florida Unfair and Deceptive Trade Practices Act that carries a penalty of up to \$10,000 per instance ---- and encourages Hometown to consult with their attorneys thinking it would be cheaper for them to just give the residents their refunds instead of risking being fined the big bucks. LOL - how stupid I was because I did not know then thqt the FUDTPA did not apply to companies regulated by the PSC. Hometown people must have been laughing hard at me on that one.
- Document 18- Paugh/Hometown to Danin Sept 20 4pm  
Yeah, yeah, yeah – they are going to work on it but it'll take time.

13. Summary/Conclusion:

I guess between the dozen emails I sent to the staff working on docket 20220156 and this letter with its compilation of exhibits, I've pretty much said all I can say with regard to this utility and their lack of respect for and compliance with the rules governing regulated public utility companies.

I hope you will take my comments seriously. The PSC has many avenues at its disposal to penalize non-compliant utility companies. They can charge up to \$13.50 a day for failure to file annual reports and that would include failure to file the report in the correct name. From January 31, 2019 to date would be about \$18,000 in penalties. See PSC Rule 25-30.110 Please, apply that penalty charge to this utility. They deserve it for delaying three and a half years and making me have to do all this research.

You have the authority to reverse out the rate increases approved while they were not in compliance (2019, 2020, 2021 and 2022) regarding annual reports and veracity of financial information and force them to make refund adjustments to each customer. (Rule 25-30.360) Please also do this.

You have the power to audit and to require review or audited financial statements in the future. The PSC has consistently accepted their half-baked documentation with numbers so blatantly incorrect that even I, as a layperson, can find the flaws in their representations. If they state the number of customers they have incorrectly, and the number of bills generated in a year incorrectly, then revenue generated using those numbers must also be incorrect. I urge you to require CPA prepared audited financial statements going forward.

The rules require that the PSC be notified of change in ownership and change in majority control. The utility didn't miss this mark by a month or two. They missed it by three and a half years. They still would not be attempting to correct it with the PSC if I had not sent them my letter of July 11, 2022 - making them scurry around to correct all their deficiencies both with the PSC and the Department of State with respect to name filing.

And while every annual report calls for a "Parent Affiliate Organization Chart", since perhaps 2005, the utility has been allowed to submit the same INCOMPLETE document that fails to show all parents and subsidiaries of the utility.

**See Document 24- Parent Affiliate Organizational Chart in PSC Certificaton of Annual report 2021 WS832-21-AR**

On Jan 31, 2018 the utility transferred the assets and operation of the utility from CWS Community LP to Hometown Palm Valley LLC. Today they attempt to file this with the PSC as a mere name change instead of as an application for the transfer of majority organizational control. There remains no documentation in place such as operating agreements that define who the voting members are within the LLC/corporate hierarchy. If that leads ultimately to Hometown America LLC then that is fine, but that does not exempt them from providing the information as required under PSC rule.

I also do not understand how they can certify in their 2004 name change request (docket 040765) that they were going to separate out the utility billing from the rent billing, and then fail to do so for 18 years.

**See *Document 25- 2004 name change docket - Schedule - certificates from 2004***

The PSC has previously cited them for not billing the park clubhouse, pool, office, irrigation for common areas or model home sites for utilities. Is anyone at the PSC auditing for that on a regular basis once you became aware of their propensity to reduce the utility revenue by not billing their own property accounts?

The PSC cited them for failure to maintain accounts and records in conformity with the 1996 NARUC Uniform Systems of Accounts (violation of PSC rule 25-30.115). The utility was asked to certify that they brought the company into compliance with NARUC yet in my search of responsive records by the utility, they fail to provide that certification. I think they should again be audited to ensure compliance with NARUC.

Perhaps the utility owner feels that because they are privately owned and because they are the largest owner of manufactured home parks in the US - 77 in total, they are exempt from compliance with the PSC rules. And this is not the only regulated utility company they operate in the state of Florida that serves one of their own manufactured home parks. Perhaps the PSC should look carefully at the reporting and financial accounting for all of them. When they are doing it here, perhaps they are also doing it in their other communities.

I would not have known about any of this, if, when I asked them to refund their customers they simply would have done the right thing. But instead they put up barriers, responded with names of entities that didn't match and dragged me into a rabbit hole where I've struggled to fit the pieces of this puzzle together.

When I go over the documents they submitted over the years, I am astounded by what I see. But I don't want to be the police on this matter. I

want everyone else to simply take charge of their part to correct this matter, especially the overbilling part.

If it will help, I will drive up to Tallahassee to meet with the Commissioners to lay out my case before them. I am certain that anyone who looks carefully at this utility, both in this instance and over the past years, will find that they have not been entirely accurate and forthcoming in their reporting.

I guess I will just have to wait and see if ANYONE actually steps up and acts on behalf of the senior residents here. We are, after all, "the public" that this Commission is supposed to serve. I'll wait to hear from you for one week. It shouldn't take longer than that to decide if an audit is forthcoming. I hope you will at least give me the courtesy of letting me know how the PSC intends to proceed so I'll know if I should begin to prepare the packets for mailing.

I appreciate your time and consideration in this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Danin", written in a cursive style.

Diana L. Danin

## Iris Rollins

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**From:** Diana Danin <jeladi1@gmail.com>  
**Sent:** Monday, October 10, 2022 3:09 PM  
**To:** Angie Calhoun; Jennifer Crawford; Office of Commissioner Graham  
**Cc:** Melinda Watts; Natalia Rivera-Pacheco; Adam Teitzman; John Plescow; Diana Danin  
**Subject:** formal request for PSC to perform a billing audit on utility WS832 and Further objection to docket 20220156  
**Attachments:** 3- Letter to CWS and Hometown Palm Valley Final - July 11, 2022.pdf; 4- Letter from Gena Paugh with notes from Danin in Red undated but received in July.pdf; 19- Rent bill vs Water-Sewer bill Dates.pdf; 20- Utility overcharged \$143 example dated May 2022 .pdf; 24- Parent Affiliate Organizational Chart in PSC Certificaton of Annual report 2021 WS832-21-AR.pdf; 22- new resident list 2021 -2022.xlsx; 25- 2004 name change docket - Schedule - certificates from 2004.pdf; 23- Palm Valley Resident Packet for Refund PSC.pdf; 26- Request for PSC Audit 10-7-2022.pdf

Dear Ms. Calhoun, Ms. Crawford and Commissioner Graham:  
This email was copied to Gena Paugh, Regional Manager of Utility at [gpaugh@hometownamerica.net](mailto:gpaugh@hometownamerica.net) and Rachel Zemke, Park Manager and local utility manager at [rzemke@hometownamerica.net](mailto:rzemke@hometownamerica.net) under separate cover.

### **My main letter is attached as document 26-Request for PSC Audit 10-7-2022**

Since putting all attachments in one email exceeds acceptable file size, I am attaching the most pertinent exhibits with this email:

- 3- Letter to CWS and Hometown Palm Valley Final - July 11, 2022
- 4- Letter from Gena Paugh with notes from Danin in Red undated but received in July
- 19- Rent bill vs Water-Sewer bill Dates
- 20- Utility overcharged \$143 example dated May 2022
- 22- new resident list 2021 -2022
- 23- Palm Valley Resident Packet for Refund PSC
- 24- Parent Affiliate Organizational Chart in PSC Certificaton of Annual report 2021 WS832-21-AR
- 25- 2004 name change docket - Schedule - certificates from 2004

Exhibits 1, 2, 5-18, 21, will all be sent under separate cover for your reference.

All other attachments are copies of exhibits referenced in that letter. To help you determine which utility accounts to audit, I prepared document 22 which is a list of each of the new residents of the park within the last two years. I recommend you start with these when you audit.

If I don't hear from the PSC within a weeks time confirming that they will open an audit of new resident billing practices by the utility/park, then I will, at my own expense, mail the contents of Exhibit 23 to the 170 people that became new residents in the last two years. Perhaps they will all send the utility the pre-prepared individual letters mailed to them in my resident packet, and then, according to PSC rules, the utility will be REQUIRED to provide them with copies of their bills and any refund due, within 15 days.

But really this issue, among the other items I reference in my letter should be audited and scrutinized by the PSC on behalf of the 800 senior citizen residents served by this utility.

I'm also copying Ms. Watts and Ms. Rivera on this communication so they can upload it to docket 20220156 which is currently under review by the PSC. With this email, I'm also asking them to make sure that everything I've



sent them over the last two weeks are included in that docket. Many items attached to my numerous emails have not been made part of the docket record. I have been named as an interested party so my communications should all be uploaded to the docket filing page.

I've copied Mr. Plescow because I quote him in the letter. And I copied Mr. Teitzman because he is the only person who has ever responded to any of my emails and was kind to me on the phone.

### PSC Docket Filings

**NOTICE** The information in this and related pages was automatically generated from the FPSC's Case Management System. PDF documents, shown in Red and marked with an asterisk, are an image of the official records docket. Any supplementary document formats, such as word files, are provided for your convenience and may not accurately reflect the contents of the filed document. For more information, please contact the Office of Commission Clerk at [clerk@psc.state.fl.us](mailto:clerk@psc.state.fl.us) or (850) 413-6770.

To download viewer plug-ins: [Adobe Acrobat PDF](#) and [Microsoft Office Product Viewers \(Word, Excel, PowerPoint, etc.\)](#). For \*.7z compressed files, see <http://www.7-zip.org/>

**Note: The table below is now sortable. You can sort by document number, order number, filing date, or description. Click on the appropriate column heading to sort. Click again to sort the column in reverse order.**

Document type  All  Official Filings  Correspondence

Document Detail for Docket Number: 20220156 7 documents

Document	Order	Date Filed	Description	Files
08768-2022		10/05/2022	CORRESPONDENCE-Parties & Interested Persons: CLK/Menasco - Confirmation to Diana Danin that they have been added to the docket as an interested person.	<a href="#">*08768-2022.pdf</a> (1.3 MB)
08767-2022		10/05/2022	CORRESPONDENCE-Consumers & Representatives: CLK/Teitzman - Memo dated 10/5/22 with attached note from Diana Danin, to be placed in correspondence section of the docket.	<a href="#">*08767-2022.pdf</a> (3.1 MB)
08474-2022		10/03/2022	Palm Valley (Deterding) - Letter dated 10/3/22, with attached response to staff's 9/27/22 deficiency letter.	<a href="#">*08474-2022.pdf</a> (1.1 MB)
08231-2022		09/28/2022	CORRESPONDENCE-Consumers & Representatives: CLK/Teitzman - Memo dated 9/28/22 with attached note from Diana Danin, to be placed in correspondence section of the docket.	<a href="#">*08231-2022.pdf</a> (0.9 MB)
08061-2022		09/27/2022	ENG/Watts - Copy of letter dated 9/27/22 to Palm Valley/Deterding listing deficiencies needed for application; requesting corrections be submitted no later than 10/28/22.	<a href="#">*08061-2022.pdf</a> (1.3 MB)
06228-2022		09/12/2022	CORRESPONDENCE-Administrative: Acknowledgement letter.	<a href="#">*06228-2022.pdf</a> (0.6 MB)
06163-2022		09/09/2022	CWS Communities, LP d/b/a Palm Valley [Palm Valley] (Deterding) - Application for name change on Certificate Nos. 277-W and 223-S in Seminole County to Hometown Palm Valley, LLC d/b/a Palm Valley Utilities. [CLK note: Company name in application includes a comma not shown in MCD.]	<a href="#">*06163-2022.pdf</a> (2 MB)

I hope someone will give me the courtesy of responding. I feel like I've provided a lot of information and I've asked for explanations but so far none have been forthcoming.

Thank you for your time and consideration  
 Diana Danin  
 938 East Palm Valley Dr  
 Oviedo, FL 32765

407-733-2662

[jeladi1@gmail.com](mailto:jeladi1@gmail.com)

Diana L. Danin  
938 East Palm Valley Drive  
Oviedo, Fl 32765  
Phone: 407-733-2662  
Email: [jeladi1@gmail.com](mailto:jeladi1@gmail.com)

July 11, 2022

Hometown Palm Valley LLC  
CWS Communities LP dba Palm Valley  
Hometown America Management LP  
3700 Palm Valley Circle  
Oviedo, Fl 32765

Attn: Lindsay Harris, Regional Assistant for Hometown Palm Valley LLC  
Via email: [lharris@hometownamerica.net](mailto:lharris@hometownamerica.net)  
Attn: Gina Paugh, Regional Manager for Hometown Palm Valley LLC  
Via email: [Gpaugh@hometownamerica.net](mailto:Gpaugh@hometownamerica.net)

cc: Lindsay Gill, Regional Assistant – Florida Regional Office  
Via email: [LGill@hometownamerica.net](mailto:LGill@hometownamerica.net)  
cc: Rachael Zemke, Palm Valley Community Manager  
Via email: [rzemke@hometownamerica.net](mailto:rzemke@hometownamerica.net)

cc: Patrick C. Zilis, CEO- Pres  
Hometown America LLC  
150 North Wacker Dr. Suite 4500  
Chicago, Il 60606

**See attached shipping confirmation**

Re: CWS Communities LP d/b/a Palm Valley Utilities (CWS)  
Public Utility Company -Water and Wastewater Utilities  
under Certificates 277-W and 223-F

**Allegations:**

**Fraudulent overbilling of each new resident since at least 2017.  
Management was notified in writing on Feb 21, 2018 of this systemic practice,  
but CWS Communities LP and/or Hometown Palm Valley LLC continued the  
fraudulent overbilling and is still doing it.**

<input type="checkbox"/>	Date	Order #	Service Type	Shipping Address	Label	Shipped	Payment	Status	Cost
<input type="checkbox"/>	07/11/2022	567253028	PM-PFRE	PATRICK C ZILIS 150 N WACKER DR STE 4500 CHICAGO, IL 60606-1611	9405503699300292521077	Yes	VISA-3625	Account Charged	\$9.65

Labels Total (1): **\$9.65**

Results Per  
Page:



Feedback

Dear Ms. Paugh and Ms. Harris:

On Feb 18, 2018 I sent each of you a letter describing the overbilling of water-sewer each time someone purchases a home in the Palm Valley community and signs the land-lease. That person is billed for water/sewer for a period of time before the lease and purchase becomes effective.

In my case, I closed the purchase and signed the lease on October 6, 2017. When I received my rent bill for Nov 2017, I was billed for water usage from Sept 8, 2017 to Oct 4, 2017 - an \$85.53 overcharge. (Actually a bit more) (See exhibit 1 and 2 – pages **6-7** )

This happens because, while rent is paid in advance, water and sewer is paid in arrears. Once the new resident is in their new house for between 1-2 months (depending on the timing) the water and sewer usage will become their own and the over-billing automatically ends. But by then, they have already been overbilled for water-sewer that should have been billed to the prior owner.

Staff in the community office handles the leasing and paperwork for the sale of the manufactured home, including completion of the closing statement. Since the people in the office seem to wear more than one hat at a time, it is impossible to determine which of the Hometown America business ventures they are representing during this transaction: **(Exhibit 8 page 34)**

1. Hometown Palm Valley LLC, as land and park owner and landlord (Exhibit 3 pages **8-18** )
2. CWS Properties LLC dba Palm Valley as the water/sewer public utility company (Exhibit 4 pages **19-22** ) **Certificate number with PSC 277-W & 223-F**
3. Hometown America Management LP as agent under mobile home dealer license (Exhibit 5 pages **23-27**)

One way to avoid overcharging each new resident would be to ascertain the last water bill that was paid by the departing resident. Then “go out in your golf cart for a quick ride to the property” and read the meter. Then, calculate the amount of base costs and water/sewer and irrigation usage and apply that as a credit to the purchaser on the closing statement. (Exhibit 2 pages **7** )

**What I expected to happen:**

After bringing this to corporate management’s attention, I thought that surely steps would be put in place to ensure that no one else would be billed for water-sewer for any period of time prior to their closing/lease date. I simply assumed that CWS Communities LP, Hometown America LLC, Hometown America Management LP and/or Hometown Palm Valley LLC would behave with honesty and integrity and make the effort to ensure that this did not happen again.

**What actually happened:**

I allege that CWS Communities LP and Hometown Palm Valley LLC continue to overbill every new resident in the same manner that they overbilled me. Recently a new resident mentioned to me that this happened. I was outraged and asked them to show me their bill. Then I asked several other new residents and confirmed that the same overbilling was done to them all.

The amounts overcharged ranged from \$45 to just over \$100 depending on the prior owners water usage and the closing date in relationship to the meter reading date.

I have elected NOT to provide you with copies of these bills because as our landlord you control approval for various requests any resident might have and I do not want to expose any residents to retribution.

**My request to correct this situation:**

I cannot in good conscience stand by knowing that this fraud is occurring without doing something to correct it. I am acting on behalf of the senior citizens in this community.

I am asking management of Hometown Palm Valley to pull the closing statements and the rent bills for the first three months for **each new resident that purchased a home and signed a lease in our community for the last seven years.**

Community Management should calculate the amount they overbilled each of these residents and write them a check with a letter of apology for their “error”.

The statute of limitations for this offense is five years. I think it is fair to ask that you go back 7 years. It should be easy to do since you have a record of the date each lease was signed.

I feel a reasonable time to complete this process would be September 15, 2022. You will need to find a way to provide me with some evidence that everyone affected has been reimbursed. I will not take management’s word for it.

**You can avoid my Next Steps:**

I do not threaten here, I merely promise. If the residents of the Palm Valley Community are not reimbursed for the overbilling by September 15, 2022, I will send a report to the Public Service Commission calling on them to audit CWS and their billing practices. I will also file a report with the Attorney General providing them with copies for evidence and I will ask the Attorney General to investigate your company for fraudulent and deceptive billing practices perpetrated against senior citizens.

I do not want to be that person. I feel confident that you will act accordingly.



I feel justified because I do not believe the bills I've seen are isolated events or one-off processing errors. This is a systemic problem that had, and will continue to have, financial consequences to the senior residents of this community. It is a problem that management was notified of, in writing, back in 2018 and chose not to correct.

**Additional Suggestion:**

The park's office handles the sales of the homes under a Mobile Home Dealer License issued by the Department of Motor Vehicles. They act as an "agent" and charge a 7% commission - more even than a licensed real estate agent. (See Exhibit 5 pages **23-27**)

But it isn't actually considered a "real estate" transaction because our manufactured homes are not considered "real property" but tangible property - just like our cars. In fact, the paperwork is processed through the DMV.

Because of this, perhaps the people that complete the closing statement have little or no experience with how to "settle charges" between the parties, or even what charges need to be settled. This is not an excuse for them, but an observation.

Florida Statute 320 clearly defines a "mobile home salesperson" and the responsibility the holder of the dealer license has to ensure that their staff is properly trained. I hope management will finally provide systems and training commensurate with this section of the law. (Exhibit 6 pages **28-31**)

Florida Statute Chapter 320, Section 77 also defines mobile home dealers and addresses grounds that may be the basis for Denial of License to sell mobile homes. This includes proof of unfitness of an applicant. It is my opinion that the systemic failure to properly train your sales people and to properly settle the water-sewer utilities charges on hundreds of sales may be deemed sufficient to have your dealer's license revoked. I would prefer not to have to test that theory with a report to Region 4 Bureau of Dealer Services Compliance Examiners. If you have questions about your responsibilities pertaining to this section of the law as it applies to your dealer license feel free to call them at 386-736-5107 enter option 3.

**Additional PSC Rule Violation**

While doing the research to support these findings, I learned that CWS is also not in compliance with PSC Rule 25-30.335 regarding Customer Billing. (Exhibit 7 pages **32-33**). While this rule violation is small in comparison, **I thought I** would give you an opportunity to correct this as well. You need to ensure that the rate and meter readings for irrigation water is included on our bill. You cannot simply put a dollar amount on the bill without benefit of billing information.

**Summary/Conclusion:**

When I spoke with the Public Service Commission, they stated that before I file a complaint through their office, I must give the utility company an opportunity to correct the problem. This letter is designed to give you that opportunity.

I'm certain you will be offended by what could be construed as an ultimatum. But you must realize that I will need evidence that you have refunded all the people that have overpaid. That is really the only acceptable "resolution".

If you have any questions or would like to discuss this matter, feel free to call me.

Very truly yours,



Diana L. Danin

Account Number	Site/Unit	Due Date	Amount Due	Amount Paid
XXX67963	752	Nov. 1, 2017	\$724.53	

Palm Valley  
3700 Palm Valley Circle  
Oviedo, FL 32765

Diana Danin  
938 E. PALM VALLEY DR.  
Oviedo, FL 32765

Please Return The Top Portion With Your Payment. DO NOT STAPLE. Make Checks Payable to Palm Valley

**ACCOUNT SUMMARY : Site/Unit# 752 Due: Nov. 1, 2017 Office Phone 407-365-6651**

Service	Amount	Start Date	End Date	Usage	Rate	Usage	Rate	Usage	Rate	Usage	Rate	Amount
Water	\$63.37	09/08/2017	10/04/2017	266510	270410	3900	0.001	3.9	1000 Gals	1730		\$42.23
Sewer	\$63.37											
Base Rent	\$639.00											
Prev Bal	\$0.00											
Total Due	\$724.53											

Even though I purchased home and signed lease on Oct 6, 2017, when Hometown Palm Valley LLC billed me for my rent for November 2017 they also billed me for water and sewer from September 8, 2017 to Oct 4, 2017.

I made them correct it back in 2017 but they are still doing this to every new resident.

**UTILITY DETAIL**

Sewer	Flow	Volume	Rate	Total	Water	Usage/Vol	Rate	Total
Base Facility Charge (Res Svc)	-		25.38000	\$25.38	Base Facility Charge (Res Svc)	-	10.97000	\$10.97
Gallorage Charge (Res Svc)	3.90		9.74000	\$37.99	Gallorage Charge (Res Svc)	3.9	2.65000	\$10.34
Sewer (over 6000 Gal)	0.00		0.00000	\$0.00	Subtotal	3.9	-	\$21.31
Subtotal	3.90		-	\$63.37	Water Tax 4%	21.31	0.04000	\$0.85
<b>Total</b>				<b>\$63.37</b>	<b>Total</b>			<b>\$22.16</b>

"EZ Pay" Program: Save time and money! No late fees! Rent is paid automatically! Stop by the office for information or [www.hometownamerica.com/ezpay](http://www.hometownamerica.com/ezpay).

CLOSING STATEMENT - BUYER		
Community Name: Palm Valley	Financing Type: Cash or 3rd Party	Site #: 752
Authorized Selling Price: \$32,500.00		Funding Date: Not Funded

Buyer's Information	
Buyer's Name(s):	Diana Lynn Danin
Buyer's Address:	938 E. PALM VALLEY DR.
Site Number:	752
City:	Oviedo
State:	FL
Zip:	32765
Buyer's Lender:	

Home Information	
Year:	1993
Make:	Palm Harbor
Model:	
Serial Number:	PH067999AFL
Serial Number:	PH067999BFL
Serial Number:	
Serial Number:	

Summary of Buyer's Transaction	
Agreed Purchase Price:	\$32,500.00
Sales Tax:	\$2,000.00
Tag and Title Fees:	\$350.00
Client Service Fee:	\$350.00
Loan Origination Fee:	\$0.00
Datacomp Appraisal Fee:	\$0.00
Flood Determination Fee:	\$0.00
P & C Insurance Premium:	\$0.00
Other:	\$0.00
Other:	\$0.00
Other:	\$0.00
<b>Gross Amount Due From Buyer:</b>	<b>\$35,200.00</b>

Allocation of water-sewer charges should be settled on this closing statement just like they do when a house/real property is sold.

Amounts Paid by or on behalf of Buyer	
Deposit or earnest money: 9/29/17 pc 138	\$500.00
Down Payment:	\$0.00
Down Payment:	\$0.00
Down Payment:	\$0.00
Down Payment:	\$0.00
Down Payment:	\$0.00
Final Funds:	\$500.00
<b>Total Down Payment:</b>	<b>\$0.00</b>
Note Carried by Seller:	\$0.00
Note Carried by N/A:	\$0.00
Reimbursement of taxes:	\$0.00
Fee Overpayment:	\$0.00
Buyer Refund For Overpayment:	\$0.00
Other:	\$0.00
Other:	\$0.00
Other:	\$0.00
Other:	\$0.00
Other:	\$0.00
<b>Gross Amount Received from Buyer:</b>	<b>\$500.00</b>

<b>Gross Amount Due From Buyer:</b>	<b>\$35,200.00</b>
<b>Gross Amount Received from Buyer:</b>	<b>\$500.00</b>
<b>Total Amount Due From Buyer:</b>	<b>\$34,700.00</b>

Buyer \_\_\_\_\_ Date 10/6/2017  
 Co-Buyer \_\_\_\_\_ Date \_\_\_\_\_  
 Co-Buyer \_\_\_\_\_ Date \_\_\_\_\_  
 Co-Buyer \_\_\_\_\_ Date \_\_\_\_\_  
 Hometown Agent Dayna Belt Date 10/6/2017

Dayna Belt is a licensed realtor and should have known how to settle water-sewer charges between buyer and seller accounts.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Foreign Limited Liability Company  
HOMETOWN PALM VALLEY, L.L.C.

### Filing Information

**Document Number** M18000010939  
**FEI/EIN Number** 38-3140664  
**Date Filed** 12/05/2018  
**State** DE  
**Status** ACTIVE

### Principal Address

C/O HOMETOWN AMERICA 110 N. WACKER DRIVE  
SUITE 4500  
CHICAGO, IL 60606

Changed: 04/09/2021

### Mailing Address

C/O HOMETOWN AMERICA 110 N. WACKER DRIVE  
SUITE 4500  
CHICAGO, IL 60606

Changed: 04/09/2021

### Registered Agent Name & Address

C T CORPORATION SYSTEM  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324

### Authorized Person(s) Detail

#### **Name & Address**

Title MBR

HOMETOWN COMMUNITIES LIMITED PARTNERSHIP  
C/O HOMETOWN AMERICA 110 N. WACKER DRIVE  
SUITE 4500  
CHICAGO, IL 60606

Title CEO, President

Zilis, Patrick C.

**The land on which the community is located was transferred from CWS to Hometown Palm Valley LLC in Jan 2019**

C/O HOMETOWN AMERICA 110 N. WACKER DRIVE  
 SUITE 4500  
 CHICAGO, IL 60606

Title CIO, Asst. Secretary

Minahan, Douglas  
 C/O HOMETOWN AMERICA 110 N. WACKER DRIVE  
 SUITE 4500  
 CHICAGO, IL 60606

Title COO, Asst. Secretary

Kravenas, Kenneth  
 C/O HOMETOWN AMERICA 110 N. WACKER DRIVE  
 SUITE 4500  
 CHICAGO, IL 60606

Title Secretary

Lynch, Gregory R.  
 C/O HOMETOWN AMERICA 110 N. WACKER DRIVE  
 SUITE 4500  
 CHICAGO, IL 60606

#### **Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2020	04/23/2020
2021	04/09/2021
2022	04/12/2022

#### **Document Images**

<a href="#">04/12/2022 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/09/2021 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/23/2020 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/16/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">12/05/2018 -- Foreign Limited</a>	<a href="#">View image in PDF format</a>





(<https://www.scpafll.org/>)

**Significance of Document:**  
**Hometown Palm Valley LLC is the Owner of the Manufactured home community. They have not filed a DBA to use fictitious name "Palm Valley"**

**Property Record Card**

<a href="#">Printer Friendly</a>	<a href="#">Email Property Card</a>	<a href="#">Tax Estimator</a>	<a href="#">2021 Tax Bill</a>
----------------------------------	-------------------------------------	-------------------------------	-------------------------------

**Parcel Information**

**Parcel** 34-21-31-503-0000-008A

**Owner(s)** **HOMETOWN PALM VALLEY LLC**

**Property Address** 3700 PALM VALLEY CIR OVIEDO FL 32765  
 C/O HOMETOWN AMERICA LLC  
 110 N WACKER DR  
 #4500  
 CHICAGO, IL 60606-1511

**Mailing** [Request Mailing Address Change](#)

**Subdivision Name** [ORLANDO INDUSTRIAL PARK](#)

**Tax District** 01-COUNTY-TX DIST 1

**DOR Use Code** 28-MOBILE HOME PARK

**Exemptions** None - [Apply For Homestead Online](#)

**Agricultural Classification** No - [Additional Information](#)  
[\(https://www.scpafll.org/Agricultural/\)](https://www.scpafll.org/Agricultural/)



<a href="#">Value Summary</a>	<a href="#">Legal Description</a>	<a href="#">Land</a>	<a href="#">Building Information</a>	<a href="#">Permits</a>	<a href="#">Extra Features</a>	<a href="#">Taxes</a>	<a href="#">Sales</a>
<a href="#">Zoning</a>							

**Property Values**

	2022 Working Values	2021 Certified Values
Valuation Method	Income	Income
Number of Buildings	2	2
Depreciated Bldg Value		
Depreciated EXFT Value		
Land Value (Market)		
Land Value Ag		
<u>Just/Market Value **</u>	\$41,115,776	\$41,115,776
Portability Adj		
Save Our Homes Adj	\$0	\$0
Amendment 1 Adj	\$0	\$0
P&G Adj	\$0	\$0
Assessed Value	\$41,115,776	\$41,115,776

**Parcel Information**

**Parcel** 34-21-31-503-0000-008A  
**Owner(s)** HOMETOWN PALM VALLEY LLC  
**Property Address** 3700 PALM VALLEY CIR OMEDO FL 32765  
**Mailing** C/O HOMETOWN AMERICA LLC  
 110 N WACKER DR  
 #4500  
 CHICAGO, IL 60606-1511  
[Request Mailing Address Change](#)  
**Subdivision Name** [ORLANDO INDUSTRIAL PARK](#)  
**Tax District** 01-COUNTY-TX DIST 1  
**DOR Use Code** 28-MOBILE HOME PARK  
**Exemptions** None - [Apply For Homestead Online](#)  
**Agricultural Classification** No - [Additional Information](#)



Show Map Footprint Street View Seminole County Kiosk

**Sales**

Description	Date	Amount	Vac/Imp	Book	Page	Qualified
QUIT CLAIM DEED <b>Transfer land ownership from CWS to Hometown Palm Valley LLC -</b>	1/1/2019	\$100	Improved	09297	1977	No
SPECIAL WARRANTY DEED	8/1/1999	\$100	Improved	03715	0277	No
SPECIAL WARRANTY DEED <b>Purchase by CWS Properties LLC dba Palm Valley</b>	8/1/1999	\$18,081,000	Improved	03715	0264	No
WARRANTY DEED	6/1/1986	\$5,606,000	Improved	01746	1343	No
WARRANTY DEED	8/1/1983	\$20,000	Vacant	01483	0500	No

Exhibit 3 page 4 of 11

This instrument was prepared by  
and after recording should be returned to:

Nancy Nagel, Esquire  
c/o Hometown America  
150 N. Wacker Drive, Suite 2800  
Chicago, IL 60606

Property Appraiser's Folio No. 34-21-31-503-0000-008A  
Consideration: \$10.00 Doc Stamps: \$0.70

### QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED is made and entered into effective as of the <sup>31<sup>st</sup></sup> day of January, 2019 by and between **CWS Communities LP**, a Delaware limited partnership, whose mailing address is c/o Hometown America, L.L.C., 150 N. Wacker Drive, Suite 2800, Chicago, Illinois 60606 (hereinafter referred to as the "Grantor"), and **HOMETOWN PALM VALLEY, L.L.C.**, a Delaware limited liability company, whose address is c/o Hometown America, L.L.C., 150 N. Wacker Drive, Suite 2800, Chicago, Illinois 60606 (hereinafter referred to as the "Grantee").

### W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid to it by the Grantee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, convey and quit-claim unto the Grantee forever, all right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Seminole, State of Florida, to wit:

See Exhibit A attached hereto and hereby made a part hereof.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, to the proper use, benefit and behoof of the Grantee forever.

**Note To Clerk:** THE TRANSFER OF THE PROPERTY EVIDENCED BY THIS DEED IS A TRANSFER OF UNENCUMBERED PROPERTY BETWEEN A PARTNERSHIP (GRANTOR) AND A LIMITED LIABILITY (GRANTEE), FOR NO CONSIDERATION, BOTH OF WHICH ENTITIES ARE WHOLLY-OWNED (DIRECTLY AND INDIRECTLY) BY THE SAME LIMITED PARTNERSHIP, WHICH GIVES THE GRANTOR AND GRANTEE IDENTICAL (DIRECT OR INDIRECT) OWNERSHIP OF THE PROPERTY. THE DEED EVIDENCES A TRANSFER OF THE PROPERTY FROM THE GRANTOR PARTNERSHIP TO A LIMITED LIABILITY COMPANY, WHICH ALONG WITH THE PARTNERSHIP ARE WHOLLY-OWNED BY AN UPPER TIER LIMITED PARTNERSHIP, EFFECTING A DISTRIBUTION OF THE PROPERTY BY THE PARTNERSHIP TO ITS PARTNERS (THE SAME LIMITED

PARTNERSHIP THROUGH DIRECT AND INDIRECT OWNERSHIP) AND A SUBSEQUENT CONTRIBUTION OF THE PROPERTY BETWEEN BROTHER-SISTER ENTITIES HAVING IDENTICAL (DIRECT AND INDIRECT) OWNERSHIP. THUS, IN ACCORDANCE WITH FLORIDA STATUTES SECTION 201.02, ONLY MINIMUM DOCUMENTARY STAMP TAX IS DUE.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year first above written.

EXECUTED IN THE PRESENCE OF:

WITNESS:

**CWS COMMUNITIES LP**, a Delaware limited partnership

Marcela Godoy-Alvarez  
Name: Marcela Godoy-Alvarez

By: Second Merger Sub, LLC, a Maryland limited liability company, its sole general partner

Kimberly A. McCoy  
Name: Kimberly A. McCoy

By: Patrick C. Zilis  
Name: Patrick C. Zilis  
Title: Co-President

STATE OF ILLINOIS  
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of January, 2019, by Patrick C. Zilis, as Co-President of Second Merger Sub, LLC, a Maryland limited liability company, being the sole general partner of CWS Communities LP, a Delaware limited partnership, on behalf of the company, who is personally known to me.

[NOTARY SEAL]



Marcela Godoy-Alvarez  
Notary Public Signature  
Printed Name: Marcela Godoy-Alvarez

EXHIBIT A

The Land referred to herein below is situated in the County of Seminole, State of Florida, and is described as follows:

PARCEL 1:

A PARCEL OF LAND LYING IN SECTIONS 34 AND 35, TOWNSHIP 21 SOUTH, RANGE 31 EAST SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 34, SAID POINT ALSO BEING SOUTHWESTERLY CORNER OF ORLANDO INDUSTRIAL PARK AS RECORDED IN PLAT BOOK 10, PAGE 100 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; RUN NORTH 00° 00' 19" WEST A DISTANCE OF 940.14 FEET TO THE SOUTHWEST CORNER OF LOT 25, OF SAID ORLANDO INDUSTRIAL PARK, FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 00° 00' 19" WEST ALONG THE WESTERLY LINE OF SAID LOT 25 A DISTANCE OF 381.27 FEET TO THE SOUTHEAST CORNER OF LOT 23 OF SAID ORLANDO INDUSTRIAL PARK, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 34; THENCE NORTH 89° 24' 17" WEST ALONG THE SOUTHERLY LINE OF LOTS 23 AND 22 OF SAID ORLANDO INDUSTRIAL PARK A DISTANCE OF 1275.40 FEET TO THE SOUTHWEST CORNER OF SAID LOT 22, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF ALAFAYA TRAIL (STATE ROAD 434); THENCE NORTH 00° 05' 57" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND THE WESTERLY LINE OF LOT 22 A DISTANCE OF 95.00 FEET TO A POINT; THENCE DEPARTING SAID RIGHT-OF-WAY, RUN SOUTH 89° 06' 21" EAST A DISTANCE OF 1150.29 FEET TO A POINT ON THE WESTERLY LINE OF THE EASTERLY 125.00 FEET OF THE AFOREMENTIONED LOT 23; THENCE NORTH 00° 00' 19" WEST ALONG SAID WESTERLY LINE A DISTANCE OF 784.41 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF PARK ROAD; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE NORTH 63° 50' 57" EAST A DISTANCE OF 1216.34 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2625.65 FEET; THENCE FROM A CHORD BEARING OF NORTH 77° 15' 35" EAST RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26° 56' 05" A DISTANCE OF 1234.31 FEET TO A POINT; THENCE SOUTH 89° 13' 46" EAST A DISTANCE OF 799.96 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 31 EAST; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE RUN NORTH 00° 14' 22" EAST ALONG SAID EAST LINE A DISTANCE OF 70.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF PARK ROAD; THENCE NORTH 89° 13' 46" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 799.31 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE HAVING A RADIUS OF 2695.65 FEET; THENCE FROM A CHORD BEARING OF SOUTH 87° 10' 38" WEST RUN WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07° 06' 06" A DISTANCE OF 334.12 FEET TO A POINT; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE RUN NORTH 00° 13' 23" EAST A DISTANCE OF 650.01 FEET; THENCE NORTH 88° 39' 44" EAST A DISTANCE OF 541.43 FEET; THENCE NORTH 00° 14' 22" EAST A DISTANCE OF 228.21 FEET TO THE NORTH LINE OF LOT 5 OF ORLANDO INDUSTRIAL PARK UNIT 2, AS RECORDED IN PLAT BOOK 11, PAGE 43 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 89° 09' 59" EAST ALONG SAID NORTH LINE A DISTANCE OF 257.88 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34; THENCE DEPARTING SAID NORTH LINE RUN NORTH 00° 16' 50" EAST ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 34 A DISTANCE OF 1332.68 FEET TO THE NORTHEAST CORNER OF

PARK ROAD; THENCE PROCEED ALONG SAID RIGHT-OF-WAY ON A CURVE TO THE RIGHT HAVING A CHORD BEARING OF NORTH 89° 06' 21" EAST, A RADIUS OF 2695.65 FEET, A DELTA OF 03° 25' 49", AND AN ARC LENGTH OF 161.39 FEET A DISTANCE OF 161.39 FEET; THENCE SOUTH 89° 13' 46" EAST A DISTANCE OF 194.81 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL BEING AND LYING IN SECTION 35, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

THE ABOVE DESCRIBED PARCEL BEING AND LYING IN SECTION 35, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

PARCEL 2:

EASEMENT RIGHTS AS SET FORTH IN THAT CERTAIN NON-EXCLUSIVE EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 1746, PAGE 1363, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

PARCEL 3:

THE SOUTH 1/2 OF THE EAST 3/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, LESS THE SOUTH 453.34 FEET OF THE EAST 1/2 OF THE WEST 1/2 OF THE SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 35, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

PARCEL 4:

EASEMENT RIGHTS AS SET FORTH IN THAT CERTAIN DEED, RECORDED IN OFFICIAL RECORDS BOOK 1349, PAGE 1062, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

PARCEL 5:

COMMENCE AT THE NORTHWEST CORNER OF THE RIGHT-OF-WAY OF PARK ROAD AS DESCRIBED ON THE PLAT OF ORLANDO INDUSTRIAL PARK UNIT II, PLAT BOOK 11, PAGE 43 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE NORTH 89° 13' 46" WEST ALONG THE NORTHERLY RIGHT-OF-WAY OF PARK ROAD A DISTANCE OF 604.5 FEET FOR A POINT OF BEGINNING; THENCE NORTH 01° 52' 48" WEST A DISTANCE OF 367.02 FEET; THENCE NORTH 88° 36' 09" WEST A DISTANCE OF 354.74 FEET; THENCE SOUTH 01° 36' 27" EAST A DISTANCE OF 375.52 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF PARK ROAD; THENCE PROCEED ALONG SAID RIGHT-OF-WAY ON A CURVE TO THE RIGHT HAVING A CHORD BEARING OF NORTH 89° 06' 21" EAST, A RADIUS OF 2695.65 FEET, A DELTA OF 03° 25' 49", AND AN ARC LENGTH OF 161.39 FEET A DISTANCE OF 161.39 FEET; THENCE SOUTH 89° 13' 46" EAST A DISTANCE OF 194.61 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL BEING AND LYING IN SECTION 35, TOWNSHIP 21 SOUTH, RANGE 13 EAST, SEMINOLE COUNTY, FLORIDA.

PARCEL 6:

LEGAL DESCRIPTION FOR THE VACATION OF A PORTION OF PARK ROAD RIGHT-OF-WAY. ALL THOSE RIGHTS-OF-WAY OF PARK ROAD AS SHOWN ON THE PLATS OF ORLANDO INDUSTRIAL PARK AS RECORDED IN PLAT BOOK 10, PAGE 100, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND ORLANDO INDUSTRIAL PARK, UNIT 2, AS



SECTION 34; THENCE SOUTH 89° 51' 52" EAST ALONG THE NORTH LINE OF THE AFOREMENTIONED SECTION 35 A DISTANCE OF 332.85 FEET TO THE EAST LINE OF THE WEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE SOUTH 00° 14' 22" WEST ALONG SAID EAST LINE A DISTANCE OF 1331.94 FEET TO THE NORTHEAST CORNER OF THE AFOREMENTIONED LOT 5; THENCE SOUTH 00° 14' 22" WEST ALONG THE EASTERLY LINE OF SAID LOT 5 A DISTANCE OF 879.48 FEET TO THE NORTH LINE OF THE SOUTH 453.34 FEET OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE SOUTH 89° 57' 57" EAST A DISTANCE OF 334.44 FEET TO THE EAST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 35; THENCE SOUTH 00° 11' 54" WEST A DISTANCE OF 453.34 FEET TO THE NORTHEAST CORNER OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 35; THENCE SOUTH 00° 26' 25" EAST ALONG THE EAST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 35 A DISTANCE OF 1315.56 FEET TO THE SOUTH LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 35; THENCE NORTH 89° 49' 27" WEST ALONG SAID SOUTH LINE A DISTANCE OF 333.26 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 35; THENCE NORTH 00° 30' 22" WEST ALONG SAID WEST LINE A DISTANCE OF 225.24 FEET TO THE SOUTHEAST CORNER OF LOT 3 OF AFOREMENTIONED ORLANDO INDUSTRIAL PARK UNIT 2; THENCE NORTH 89° 36' 54" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 3 AND THE SOUTHERLY LINE OF LOT 8 OF THE AFOREMENTIONED ORLANDO INDUSTRIAL PARK A DISTANCE OF 1003.37 FEET TO A POINT 424.37 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID LOT 8; THENCE SOUTH 00° 29' 25" EAST A DISTANCE OF 218.33 FEET; THENCE SOUTH 01° 39' 42" EAST A DISTANCE OF 482.28 FEET; THENCE NORTH 89° 36' 50" WEST A DISTANCE OF 129.30 FEET TO THE EAST LINE OF LOT 13 OF SAID ORLANDO INDUSTRIAL PARK; THENCE SOUTH 74° 26' 00" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 13 A DISTANCE OF 364.01 FEET; THENCE NORTH 89° 36' 50" WEST A DISTANCE OF 760.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE NORTH 00° 01' 18" WEST ALONG THE WEST LINE OF SAID LOT 13 A DISTANCE OF 387.76 FEET; THENCE SOUTH 89° 37' 58" EAST A DISTANCE OF 225.00 FEET; THENCE NORTH 00° 01' 18" WEST A DISTANCE OF 18.88 FEET; THENCE SOUTH 89° 37' 58" EAST A DISTANCE OF 288.00 FEET; THENCE NORTH 01° 23' 54" WEST A DISTANCE OF 208.09 FEET; THENCE NORTH 89° 37' 58" WEST A DISTANCE OF 508.00 FEET TO THE AFOREMENTIONED WESTERLY LINE OF LOT 13; THENCE NORTH 00° 01' 18" WEST ALONG SAID WESTERLY LINE A DISTANCE OF 185.29 FEET TO THE NORTHWEST CORNER OF SAID LOT 13; THENCE NORTH 89° 37' 58" WEST A DISTANCE OF 70.00 FEET TO THE EASTERLY LINE OF LOT 25 OF SAID ORLANDO INDUSTRIAL PARK; THENCE SOUTH 00° 01' 18" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 599.68 FEET TO THE SOUTHERLY LINE OF SAID LOT 25; THENCE NORTH 89° 36' 39" WEST ALONG SAID SOUTHERLY LINE A DISTANCE OF 670.02 FEET TO THE POINT OF BEGINNING. LESS RIGHTS-OF-WAY OF RECORD.

LESS AND EXCEPT:

COMMENCE AT THE NORTHWEST CORNER OF THE RIGHT-OF-WAY OF PARK ROAD AS DESCRIBED ON THE PLAT OF ORLANDO INDUSTRIAL PARK UNIT II, PLAT BOOK 11, PAGE 43 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE NORTH 89° 13' 46" WEST ALONG THE NORTHERLY RIGHT-OF-WAY OF PARK ROAD A DISTANCE OF 604.5 FEET FOR A POINT OF BEGINNING; THENCE NORTH 01° 52' 48" WEST A DISTANCE OF 367.02 FEET; THENCE NORTH 88° 36' 09" WEST A DISTANCE OF 354.74 FEET; THENCE SOUTH 01° 36' 27" EAST A DISTANCE OF 375.52 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF

RECORDED IN PLAT BOOK 11, PAGE 43, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 5, ORLANDO INDUSTRIAL PARK, UNIT 2, AS RECORDED IN PLAT BOOK 11, PAGE 43, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN NORTH 89° 13' 46" WEST, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF PARK ROAD AS RECORDED IN THE PLAT OF ORLANDO INDUSTRIAL PARK, UNIT 2, AS RECORDED IN PLAT BOOK 11, PAGE 43, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA A DISTANCE OF 799.31 FEET, TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2695.65 FEET; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°06' 06" A DISTANCE OF 334.12 FEET, TO THE POINT OF BEGINNING, OF THE LINE BEING DESCRIBED HEREIN, SAID POINT ALSO BEING THE MOST SOUTHWESTERLY CORNER OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 1763, PAGE 1207, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE, DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE RUN SOUTH 06° 19' 52" EAST, ALONG A LINE BEING RADIAL TO THE SAID NORTHERLY RIGHT-OF-WAY LINE OF PARK ROAD, A DISTANCE OF 70.00 FEET, TO A POINT OF INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID PARK ROAD, ALSO BEING THE POINT OF TERMINATION OF SAID LINE.

TOGETHER WITH:

THAT REMAINING NORTHERLY PORTION OF PARCEL 4 AS DESCRIBED IN O.R. BOOK 902, PAGE 529 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AS MODIFIED BY AMENDED RESOLUTION PER O.R. BOOK 1769, PAGE 239, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

PARCEL 7:

A PORTION OF LOTS 5 AND 6 OF ORLANDO INDUSTRIAL PARK UNIT 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 43 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, PART OF SAID LOT 6 HAVING BEEN VACATED BY RESOLUTIONS FILED IN OFFICIAL RECORDS BOOK 1171, PAGE 1762, AND FILED IN OFFICIAL RECORDS BOOK 3061, PAGE 163, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 21 SOUTH, RANGE 31 EAST, RUN NORTH 89° 09' 59" WEST ALONG THE NORTH LINE OF LOT 5, ORLANDO INDUSTRIAL PARK UNIT 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 43 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, 257.88 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89° 09' 59" WEST ALONG THE NORTH LINE OF SAID LOT 5 AND THE NORTH LINE OF LOT 6 OF SAID ORLANDO INDUSTRIAL PARK UNIT 2, 541.33 FEET; THENCE LEAVING SAID NORTH LINE RUN SOUTH 00° 13' 23" WEST 248.73 FEET; THENCE RUN NORTH 88° 39' 44" EAST 541.43 FEET; THENCE RUN NORTH 00° 14' 22" EAST 228.21 FEET TO THE POINT OF BEGINNING.

PARCEL 8:

THAT PART OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 LYING WEST OF THE CENTERLINE OF A CREEK; AND THE NORTH 1/2 OF THE EAST 3/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4; AND THE EAST 2/3 OF THE WEST 3/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 35, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SAID LAND BEING AND LYING IN SEMINOLE COUNTY, FLORIDA; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, AND RUN THENCE NORTH 89° 52' 09" EAST 332.91 FEET (NORTH 89° 45' 42" EAST 332.85 FEET RECORD) ALONG THE NORTH BOUNDARY OF SECTION 35 TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89° 47' 40" EAST 662.10 FEET (NORTH 89° 45' 42" EAST 665.73 RECORD) ALONG THE NORTH BOUNDARY OF SAID SECTION 35; THENCE SOUTH 00° 15' 18" EAST 1332.93 FEET; THENCE NORTH 89° 49' 23" EAST 333.79 FEET (NORTH 89° 42' 41" EAST RECORD) TO THE NORTHWEST CORNER OF SOUTHEAST QUARTER OF NORTHWEST QUARTER OF SAID SECTION 35; THENCE CONTINUE ALONG THE BOUNDARY OF BRIGHTON PARK AT CARILLON ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 42, PAGES 86 THROUGH 89 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, NORTH 89° 49' 23" EAST 283.75 FEET TO THE CENTERLINE OF A CREEK; THENCE CONTINUE ALONG THE BOUNDARY OF SAID SUBDIVISION SOUTH 09° 24' 12" EAST 271.06 FEET (SOUTH 09° 24' 12" EAST 273.21 FEET RECORD); THENCE CONTINUE ALONG THE BOUNDARY OF SAID SUBDIVISION SOUTH 06° 51' 54" WEST 400.91 FEET (SOUTH 06° 51' 54" WEST 398.91 FEET RECORD); THENCE SOUTH 89° 47' 41" WEST 278.55 FEET TO THE 40 ACRE LINE; THENCE CONTINUE SOUTH 89° 47' 41" WEST 1003.11 FEET ALONG THE NORTHERLY BOUNDARY OF PALM VALLEY MOBILE HOME PARK; THENCE NORTH 00° 00' 32" WEST 1998.68 FEET (NORTH 00° 14' 22" EAST DEED) ALONG THE EASTERLY BOUNDARY OF PALM VALLEY MOBILE HOME PARK TO THE POINT OF BEGINNING.

PARCEL 9:

THE EAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA.

Commonly known as: Palm Valley Manufactured Housing Community,  
3700 Palm Valley Circle, Oviedo, Florida

Property Appraiser's Folio No: 34-21-31-503-0000-008A

## NOTICE TO CUSTOMERS

Pursuant to section 367.081(4)(a), Florida Statutes, water and wastewater utilities are permitted to adjust the rates and charges to its customers without those customers bearing the additional expense of public hearing. These adjustments in rates would depend on increases or decreases in uncontrollable expense subject to inflationary pressures such as chemicals, and other general operation and maintenance costs.

On April 1, 2022 CWS Communities LP d/b/a Palm Valley Utilities filed its notice of intension with the Florida Public Service Commission to increase water and wastewater rates in Seminole County pursuant to this statue. The filing is subject to review by the Commission Staff for accuracy and completeness. Water rates will increase by approximately 2.68% and wastewater rates will increase by approximately 2.64%. These rates should be reflected on your bill for service rendered on or after June 1, 2022.

If you should have any questions, please contact your local utility office. Be sure to have your account number handy for quick reference.

**Palm Valley Utilities is an “expired”  
name according to Florida Department of State  
see attached**

**We are instructed to pay our rent to “Palm Valley” so does that mean we are paying our  
rent to the “public utility company doing business under the name of Palm Valley”?**



**ADDITIONAL HEALTH INFORMATION**

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Contaminants that may be present in source water include:

- (A) **Microbial contaminants**, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- (B) **Inorganic contaminants**, such as salts and metals, which can be naturally occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- (C) **Pesticides and herbicides**, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.
- (D) **Organic chemical contaminants**, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.
- (E) **Radioactive contaminants**, which can be naturally occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, the EPA prescribes regulations which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's **Safe Drinking Water Hotline at 1-800-426-4791**.

**For Customer with Special Health Concerns**

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbiological contaminants are available from the **Safe Drinking Water Hotline (1-800-426-4791)**.

**SOURCE WATER ASSESSMENT PLAN**

In 2017, the Department of Environmental Protection performed a Source Water Assessment on our system and a search of the data sources indicated six potential sources of contamination with a low susceptibility level. The assessment results are available on the FDEP Source Water Assessment and Protection Program website at <https://fldep.dep.state.fl.us/swapp/>

**HOW TO REACH US**

If you have any questions about this report or concerning your water utility, please contact U.S. Water Services Corporation at (727) 848-8292. We encourage our valued customer to be informed about their water utility.

**ABOUT LEAD**

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. Palm Valley MHP is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>.

**PALM VALLEY MHP**

**2017 ANNUAL DRINKING WATER QUALITY REPORT  
PWS ID # 3590988**

We're pleased to provide you with this year's Annual Water Quality Report. We want to keep you informed about the quality water and services we have delivered to you over the past year. Our goal is and always has been, to provide to you a safe and dependable supply of drinking water.

We want you to understand the efforts we make to continually improve the water treatment process and protect our water resources. We are committed to ensuring the quality of your water. If you have any questions or concerns about the information provided in this report, please feel free to call any of the numbers listed.

This report shows our water quality results and what they mean.

**WHERE YOUR WATER COMES FROM**

Our water source consists of two ground water wells drawing from the Floridan Aquifer. Our water is then treated with chlorine for disinfection purposes.

**HOW WE ENSURE YOUR DRINKING WATER IS SAFE**

We routinely monitor for contaminants in your drinking water according to Federal and State laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2017. Data obtained before January 1, 2017, and presented in this report are from the most recent testing done in accordance with the laws, rules, and regulations.

As authorized and approved by the EPA, the State has reduced monitoring requirements for certain contaminants to less often than once per year because the concentrations of these contaminants are not expected to vary significantly from one year to another. As a result some of our data is more than one year old.

— Joanne Rhodes —



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## Fictitious Name Detail

### Fictitious Name

PALM VALLEY UTILITIES

### Filing Information

**Registration Number** G04177700125  
**Status** EXPIRED  
**Filed Date** 06/25/2004  
**Expiration Date** 12/31/2020  
**Current Owners** 1  
**County** SEMINOLE  
**Total Pages** 3  
**Events Filed** 2  
**FEI/EIN Number** 74-2860067



### Mailing Address

150 N. WACKER DRIVE  
 CHICAGO, IL 60606

### Owner Information

CWS COMMUNITIES LP  
 150 N. WACKER DRIVE  
 CHICAGO, IL 60606  
**FEI/EIN Number:** 74-2860067  
**Document Number:** B97000000725

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[09/08/2009 -- RENEWAL](#)

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## Fictitious Name Detail

### Fictitious Name

PALM VALLEY

### Filing Information

**Registration Number** G08018900199  
**Status** ACTIVE  
**Filed Date** 01/18/2008  
**Expiration Date** 12/31/2023  
**Current Owners** 1  
**County** SEMINOLE  
**Total Pages** 3  
**Events Filed** 2  
**FEI/EIN Number** 74-2860067

### Mailing Address

C/O HOMETOWN AMERICA 150 N. WACKER DRIVE  
 SUITE 2800  
 CHICAGO, IL 60606

### Owner Information

CWS COMMUNITIES LP  
 150 N. WACKER DRIVE, SUITE 2800  
 CHICAGO, IL 60606  
**FEI/EIN Number:** 74-2860067  
**Document Number:** B97000000725

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### Significance of document:

"Palm Valley" is a dba of CWS Communities LP.

It is NOT however, a registered dba for  
 Hometown Palm Valley LLC or  
 Hometown America LLC.

Therefore, I conclude that the bill I receive  
 each month from "Palm Valley" is from CWS  
 Communities LP the utility company and not  
 Hometown Palm Valley LLC.

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## Detail by Entity Name

Foreign Limited Partnership  
HOMETOWN AMERICA MANAGEMENT, L.P.

**This company holds the dealer license  
to sell manufactured homes.**

### Filing Information

**Document Number** B97000000642  
**FEI/EIN Number** 36-4194242  
**Date Filed** 12/02/1997  
**State** DE  
**Status** ACTIVE

### Principal Address

110 N. WACKER DRIVE  
SUITE 4500  
CHICAGO, IL 60606

Changed: 04/09/2021

### Mailing Address

110 N. WACKER DRIVE  
SUITE 4500  
CHICAGO, IL 60606

Changed: 04/09/2021

### Registered Agent Name & Address

C T CORPORATION SYSTEM  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324

Name Changed: 09/28/1998

Address Changed: 09/28/1998

### General Partner Detail

#### **Name & Address**

Document Number F97000006338

HOMETOWN AMERICA MANAGEMENT CORP.  
110 N. WACKER DRIVE  
SUITE 4500  
CHICAGO, IL 60606

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2020	04/21/2020
2021	04/09/2021
2022	04/08/2022

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## Exclusive Listing Agreement

1. **LISTING PERIOD.** In consideration of the undersigned Hometown America Management, L.P. ("Agency"), License #: DH/1015624/6 agreeing to use its best efforts to find a buyer for the manufactured home ("Home") described below, the Seller(s) identified below ("Seller") hereby irrevocably grants to Agency the sole and exclusive right to sell the undersigned Home from 9/26/2017 until 3/23/2018 (not to exceed six months unless separately renewed) (as same may be renewed, the "Listing Period"). The Home is currently located at 938 E. PALM VALLEY DR. (address) within Palm Valley (the "Community"). The Home is described as follows:

<b>Site #</b> 752	<b>Year</b> 1993	<b>Make</b> Palm Harbor	<b>Model</b>
<b>Serial #:</b> PH067999AFL			<b>Length/ Width</b> 47 / 26
<b>Serial #:</b> PH067999BFL			<b>Square Feet</b> 1222
<b>Serial #:</b>			<b># of Beds/ Baths</b> 2 / 2
<b>Serial #:</b>			<b>Carport/Garage</b> 2 / 0
<b>Property Address:</b> 938 E. PALM VALLEY DR.			

2. **TERM OF SALE:** The Seller agrees to sell the Home upon the following terms (as well as the other terms of this Agreement) or, with the consent of Seller, for a lesser amount or upon different terms:  
 Listing Price: \$35,900.00  
 Occupancy within \_\_\_\_ days after closing or \_\_\_\_.
3. **DESIGNATED ITEMS INCLUDED IN SALE:**  See Addendum  None included (to be sold unfurnished)
4. **STATEMENT OF CONDITION:** Seller represents and warrants to Agency that at the time of signing this Agreement and at the time of transfer of title, the Home shall have no structural defects including, but not limited to, roof leaks, and that the Home's heating system, cooling system, plumbing system, electrical system and the major domestic appliances included in the sale are and shall be in proper working condition except \_\_\_\_.
5. **HOME AND SITE MAINTENANCE:** Seller agrees, at all times, to maintain the Home and home site on which it is located in accordance with the terms of Seller's lease at the Community and if Seller fails to comply with the Community standards, (a) Seller hereby grants the Agency the authority to perform such work as may be reasonably required to bring the Home and/or home site into compliance, in which event Seller shall promptly reimburse Agency for all costs and fees associated therewith (which reimbursement obligation shall survive the expiration or termination of this Agreement) and/or (b) Agency reserves the right to terminate this Exclusive Listing Agreement upon notice to Seller
6. **SALE:** The term "sale" and all variations thereof shall be understood to include any exchange or trade of the Home to which Seller consents. In the event of a sale, exchange or trade, Agency is permitted to represent and receive compensation from both parties which is sometimes also referred to as "dual agency". Seller agrees to pay Agency a commission of 7.00% of the sale price, but not less than \$2,500.00 (the "Commission") which amount shall be due and payable in the following events:
- If, during the Listing Period, the Home is sold, exchanged or traded or contracted to be sold, exchanged or traded by Agency, Seller, or anyone else;
  - If, during the Listing Period, Agency, Seller or anyone else produces a buyer ready, willing and able to purchase the Home upon the herein specified terms or upon other terms accepted by Seller;
  - If, within 60 days after the expiration of the Listing Period, the Home shall be sold, exchanged or traded to/with anyone who had been shown the Home during the Listing Period.

In the event the buyer fails to consummate the purchase of the Home and any earnest money or similar deposits are forfeited by such buyer, 50% thereof (but not exceeding the Commission), shall be paid to the Agency, as full consideration for Agency's services in connection with that particular transaction, including costs expended by Agency, and the balance shall be paid to Seller. If the transaction shall fail to close because of the refusal or failure of Seller to perform its obligations in connection therewith, Seller shall pay to Agency the Commission otherwise due on demand. In the event two or more offers to purchase or exchange the Home (which each meets the specified terms herein) are received simultaneously, the Commission will be due and payable only on the single offer which is accepted by Seller.

\_\_\_\_\_  
Initial      Initial      Initial      Initial

7. EQUAL HOUSING OPPORTUNITY PROVIDER: The Community is an equal opportunity provider and it will not unlawfully refuse to sell or rent any homes or lots to any persons because of race, color, national origin, sex, handicap, familial status [unless this box is checked  and the community alleges its status as a older persons community], or religion.
8. LIENS: Seller represents and warrants that it is in peaceful possession of the Home, and that its title to the Home is (and shall be at the time of closing) clear and marketable subject only to the following lien obligations:

Seller Lien Holder Name	Lien Holder Account Number	Approx. Payoff Amount	Telephone Number	
No Lien Holder		\$0.00		
Street Address		City	State	Zip

Seller hereby authorizes Agency to obtain the exact amount of the lien(s) listed above and agrees to deliver the Home to buyer free and clear of all liens, taxes, assessments and license fees.

8. DISCLOSURES/INDEMNITY: Seller specifically agrees to make any and all required disclosures to Buyer(s) related to the sale of the Home. Agency shall be entitled to rely on the accuracy and completeness of all information supplied to Agency by Seller relating to the Home and Agency does not undertake to investigate the accuracy of any such information. Seller shall indemnify, defend and hold harmless Agency from and against all demands, damages, expenses (including reasonable attorneys' fees and costs), claims or causes of action brought or instituted by third parties against Agency (or its officers, members, shareholders, employees, Agencies, representatives or affiliates) arising out of, caused by, or resulting from (i) all acts of Agency (and/or its Agencies, employees, affiliates or persons acting under Agencies control) in performing its services hereunder (except acts of gross negligence or willful misconduct) and (ii) all acts of Seller (including, but not limited to, Seller's failure to make required disclosures relating to the sale of the Home or if such disclosures contain any inaccurate information).
9. MISCELLANEOUS. This Agreement shall be governed by and construed in accordance with the internal laws of the State in which the Community is located, without giving effect to the principles of conflicts of law thereof and each party hereto hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts located in such State with respect to all claims, actions, and causes of action arising hereunder or in connection herewith. In the event of any litigation between Seller and Agency to enforce or interpret any provision of this Agreement, the unsuccessful party to such litigation shall pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein. This Agreement may be amended only upon the written consent of both parties hereto. This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one agreement. This Agreement embodies the complete agreement of the parties with respect to the subject matter hereof and supersedes and preempts any prior understandings or agreements, oral or written, between the parties with respect to the subject matter hereof. The individual signing this Agreement on behalf of each party represents to the other party that s/he has the authority to execute this Agreement. If there is more than one Seller, the obligations hereunder imposed upon Seller shall be joint and several obligations of all such parties. This Agreement shall be binding upon, and shall run to the benefit of, the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, we have signed this Agreement ("Agreement") as of the 9/26/2017 and hereby acknowledge that we have received a copy of this Listing Agreement.

**ALL OWNERS MUST SIGN BELOW AS THEIR NAMES APPEAR ON THE TITLE:**

Seller 1 Signature: X  
 \_\_\_\_\_  
 Address: 938 Palm Valley Dr, OVIEDO,, FL 32765  
 Date \_\_\_\_\_  
 Telephone: \_\_\_\_\_

Seller 2 Signature: X  
 \_\_\_\_\_  
 Address: , ,  
 Date \_\_\_\_\_  
 Telephone: \_\_\_\_\_

Seller 3 Signature: X  
 \_\_\_\_\_  
 Address: , ,  
 Date \_\_\_\_\_  
 Telephone: \_\_\_\_\_

Seller 4 Signature: X  
 \_\_\_\_\_  
 Address: , ,  
 Date \_\_\_\_\_  
 Telephone: \_\_\_\_\_

Hometown America Management, L.P. \_\_\_\_\_ X \_\_\_\_\_  
 Agency Name Its Authorized Agent (Print Agent Name) Agent Signature Date

**ALL INFORMATION CONTAINED ON THIS LISTING AGREEMENT IS HEREBY WARRANTED BY SELLER(S) TO BE CORRECT AND SELLER(S) AGREE(S) TO INDEMNIFY AGENCY AND THOSE RELYING THEREOF FOR ANY ERRORS HEREIN.**

## Addendum - Inventory of Contents

<b>Site #</b> 752	<b>Year</b> 1993	<b>Make</b> Palm Harbor	<b>Model</b>
<b>Serial #:</b> PH067999AFL			<b>Length/ Width</b> 47/26
<b>Serial #:</b> PH067999BFL			<b>Square Feet</b> 1222
<b>Serial #:</b>			<b># of Beds/ Baths</b> 2 / 2
<b>Serial #:</b>			<b>Carport/Garage</b> 2 / 0
<b>Property Address:</b> 938 E. PALM VALLEY DR.			

Listed below are all items to be included in the sale of the above referenced home. All items listed herein are to remain with the home when it is sold. This form becomes an addendum to the listing agreement.

<b>Living Room</b>	<b>Dining Room</b>	<b>Kitchen</b>
		Refrigeator
<b>Bedroom #1</b>	<b>Bedroom #2</b>	<b>Bedroom #3</b>
<b>Bath #1</b>	<b>Bath #2</b>	<b>Family Room</b>
<b>Utility Room</b>	<b>Other:</b>	<b>Other:</b>
Washer/Dryer		

**Seller Signature(s):**

X \_\_\_\_\_  
Date

X \_\_\_\_\_  
Date

X \_\_\_\_\_  
Date

X \_\_\_\_\_  
Date

# The Florida Senate

## 2018 Florida Statutes

<u>Title XXIII</u> MOTOR VEHICLES	<u>Chapter 320</u> MOTOR VEHICLE LICENSES  <u>Entire Chapter</u>	<u>SECTION 77</u> <b>License required of mobile home dealers.</b>
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### 320.77 License required of mobile home dealers. —

(1) DEFINITIONS.—As used in this section:

(a) “Dealer” means any person engaged in the business of buying, selling, or dealing in mobile homes or offering or displaying mobile homes for sale. The term “dealer” includes a mobile home broker. Any person who buys, sells, deals in, or offers or displays for sale, or who acts as the agent for the sale of, one or more mobile homes in any 12-month period shall be prima facie presumed to be a dealer. The terms “selling” and “sale” include lease-purchase transactions. The term “dealer” does not include banks, credit unions, and finance companies that acquire mobile homes as an incident to their regular business and does not include mobile home rental and leasing companies that sell mobile homes to dealers licensed under this section. A licensed dealer may transact business in recreational vehicles with a motor vehicle auction as defined in s. 320.27(1)(c)4. Any licensed dealer dealing exclusively in mobile homes shall not have benefit of the privilege of using dealer license plates.

(b) “Mobile home broker” means any person who is engaged in the business of offering to procure or procuring used mobile homes for the general public; who holds himself or herself out through solicitation, advertisement, or otherwise as one who offers to procure or procures used mobile homes for the general public; or who acts as the agent or intermediary on behalf of the owner or seller of a used mobile home which is for sale or who assists or represents the seller in finding a buyer for the mobile home.

(c)1. “Mobile home salesperson” means a person not otherwise expressly excluded by this section who:

a. Is employed as a salesperson by a mobile home dealer, as defined in this section, or who, under any contract, agreement, or arrangement with a dealer, for a commission, money, profit, or any other thing of value, sells, exchanges, buys, or offers for sale, negotiates, or attempts to negotiate a sale or exchange of an interest in a mobile home required to be titled under this chapter;

b. Induces or attempts to induce any person to buy or exchange an interest in a mobile home required to be registered and who receives or expects to receive a commission, money, brokerage fees, profit, or any other thing of value from the seller or purchaser of the mobile home; or

c. Exercises managerial control over the business of a licensed mobile home dealer or who supervises mobile home salespersons employed by a licensed mobile home dealer, whether compensated by salary or commission, including, but not limited to, any person who is employed by the mobile home dealer as a general manager, assistant general manager, or sales manager, or any employee of a licensed mobile home dealer who negotiates with or induces a customer to enter into a security agreement or purchase agreement or purchase order for the sale of a mobile home on behalf of the licensed mobile home dealer.

2. The term does not include:

a. A representative of an insurance company or a finance company, or a public official who, in the regular course of business, is required to dispose of or sell mobile homes under a contractual right or obligation of the employer, in the performance of an official duty, or under the authority of any court if the sale is to save the seller from any loss or pursuant to the authority of a court.

b. A person who is licensed as a manufacturer, remanufacturer, transporter, distributor, or representative of mobile homes.

c. A person who is licensed as a mobile home dealer under this chapter.

d. A person not engaged in the purchase or sale of mobile homes as a business who is disposing of mobile homes acquired for his or her own use or for use in his or her business if the mobile homes were acquired and used in good faith and not for the purpose of avoiding the provisions of this chapter.

(2) LICENSE REQUIRED.—No person shall engage in business as, or serve in the capacity of, a dealer in this state unless such person possesses a valid, current license as provided in this section.

(3) APPLICATION.—The application for such license shall be in the form prescribed by the department and subject to such rules as may be prescribed by it. The application shall be verified by oath or affirmation and shall contain:

(a) A full statement of the name and the date of birth of the person or persons applying therefor.

(b) The name of the firm or copartnership with the names and places of residence of all its members, if the applicant is a firm or copartnership.

(c) The names and places of residence of the principal officers, if the applicant is a body corporate or other artificial body.

(d) The name of the state under whose laws the corporation is organized.

(e) The former place or places of residence of the applicant.

- (f) The prior businesses in which the applicant has been engaged, the dates during which the applicant was engaged in such businesses, and the locations thereof.
- (g) A description of the exact location of the place of business, when it was acquired, and whether it is owned in fee simple by the applicant. If leased, a true copy of the lease shall be attached to the application.
- (h) Certification by the applicant that the location is a permanent one, not a tent or a temporary stand or other temporary quarters; and, except in the case of a mobile home broker, that the location affords sufficient unoccupied space to store all mobile homes offered and displayed for sale; and that the location is a suitable place in which the applicant can in good faith carry on business and keep and maintain books, records, and files necessary to conduct such business, which will be available at all reasonable hours to inspection by the department or any of its inspectors or other employees. This subsection shall not preclude a licensed mobile home dealer from displaying and offering for sale mobile homes in a mobile home park.
- (i) Certification by the applicant that the business of a mobile home dealer is the principal business which shall be conducted at that location; however, this provision shall not apply to mobile home park operators licensed as mobile home dealers.
- (j) Such other relevant information as may be required by the department. Each applicant, general partner in the case of a partnership, or corporate officer and director in the case of a corporate applicant, must file a set of fingerprints with the department for the purpose of determining any prior criminal record or any outstanding warrants. The department shall submit the fingerprinting to the Department of Law Enforcement for state processing and forwarding to the Federal Bureau of Investigation for federal processing. The actual cost of such state and federal processing shall be borne by the applicant and is to be in addition to the fee for licensure. The department may issue a license to an applicant pending the results of the fingerprint investigation, which license is fully revocable if the department subsequently determines that any facts set forth in the application are not true or correctly represented.

The department shall, if it deems necessary, cause an investigation to be made to ascertain if the facts set forth in the application are true and shall not issue a license to the applicant until it is satisfied that the facts set forth in the application are true.

(4) FEES.—Upon making initial application, the applicant shall pay to the department a fee of \$300 in addition to any other fees required by law. Applicants may choose to extend the licensure period for 1 additional year for a total of 2 years. An initial applicant shall pay to the department a fee of \$300 for the first year and \$100 for the second year in addition to any other fees required by law. An applicant for a renewal license shall pay to the department \$100 for a 1-year renewal or \$200 for a 2-year renewal. The fee for application for change of location shall be \$25. Any applicant for renewal who has failed to submit his or her renewal application by October 1 of the year of its current license expiration shall pay a renewal application fee equal to the original application fee. No fee is refundable. All fees shall be deposited into the General Revenue Fund.

- (5) DENIAL OF LICENSE.—The department may deny any applicant a license on the ground that:
- The applicant has made a material misstatement in his or her application for a license.
  - The applicant has failed to comply with any applicable provision of this chapter.
  - The applicant has failed to provide warranty service.
  - The applicant or one or more of his or her principals or agents has violated any law, rule, or regulation relating to the sale of mobile homes.
  - The department has proof of unfitness of the applicant.
  - The applicant or licensee has engaged in previous conduct in any state which would have been a ground for revocation or suspension of a license in this state.
  - The applicant or licensee has violated any of the provisions of the National Mobile Home Construction and Safety Standards Act of 1974 or any rule or regulation of the Department of Housing and Urban Development promulgated thereunder.

Upon denial of a license, the department shall notify the applicant within 10 days, stating in writing its grounds for denial. The applicant is entitled to a public hearing and may request that such hearing be held within 45 days of denial of the license. All proceedings shall be pursuant to chapter 120.

(6) LICENSE CERTIFICATE.—A license certificate shall be issued by the department in accordance with the application when the same is regular in form and in compliance with the provisions of this section. The license certificate may be in the form of a document or a computerized card as determined by the department. The cost of each original, additional, or replacement computerized card shall be borne by the licensee and is in addition to the fee for licensure. The fees charged applicants for both the required background investigation and the computerized card as provided in this section shall be deposited into the Highway Safety Operating Trust Fund. The license, when so issued, shall entitle the licensee to carry on and conduct the business of a mobile home dealer at the location set forth in the license for a period of 1 or 2 years beginning October 1 preceding the date of issuance. Each initial application received by the department shall be accompanied by verification that, within the preceding 6 months, the applicant or one or more of his or her designated employees has attended a training and information seminar conducted by the



department or by a public or private provider approved by the department. Such seminar shall include, but not be limited to, statutory dealer requirements, which requirements include required bookkeeping and recording procedures, requirements for the collection of sales and use taxes, and such other information that in the opinion of the department will promote good business practices.

(7) **SUPPLEMENTAL LICENSE.**—Any person licensed pursuant to this section shall be entitled to operate one or more additional places of business under a supplemental license for each such business if the ownership of each business is identical to that of the principal business for which the original license is issued. Each supplemental license shall run concurrently with the original license and shall be issued upon application by the licensee on a form to be furnished by the department and payment of a fee of \$50 for each such license. Only one licensed dealer shall operate at the same place of business. A supplemental license authorizing off-premises sales shall be issued, at no charge to the dealer, for a period not to exceed 10 consecutive calendar days.

(8) **RECORDS TO BE KEPT BY LICENSEE.**—Each licensee shall keep records in such form as shall be prescribed by the department. Such records shall include:

- (a) A record of the purchase, sale, or exchange, or receipt for the purpose of sale, of any mobile home;
- (b) The description of each such mobile home, including the identification or serial number and such other numbers or identification marks as may be thereon, and a statement that a number has been obliterated, defaced, or changed, if such fact is apparent; and
- (c) The name and address of the seller, the purchaser, and the alleged owner or other person from whom the mobile home was purchased or received and the person to whom it was sold or delivered, as the case may be.

(9) **SALESPERSONS TO BE REGISTERED BY LICENSEES.**—

- (a) Each licensee shall register with the department, within 30 days after the date of hire, the name, local residence address, and home telephone number of each person employed by such licensee as a mobile home salesperson. A licensee may not provide a post office box in lieu of a physical residential address.
- (b) Each time a mobile home salesperson employed by a licensee changes his or her residence address, the salesperson must notify the department within 20 days after the change.

(c) Quarterly, each licensee shall notify the department of the termination or separation from employment of each mobile home salesperson employed by the licensee. Each notification must be on a form prescribed by the department.

(10) **EVIDENCE OF TITLE REQUIRED.**—The licensee shall also have in his or her possession for each new mobile home a manufacturer's invoice or statement of origin, and for each used mobile home a properly assigned certificate of title or registration certificate if the used mobile home was previously registered in a nontitle state, from the time the mobile home is delivered to the licensee until it has been disposed of by him or her.

(11) **SETUP OPERATIONS.**—Each licensee may perform setup operations only as defined in s. [320.822](#), and the department shall provide by rule for the uniform application of all existing statutory provisions relating to licensing and setup operations.

(12) **PENALTY.**—The violation of any provision of this section is a misdemeanor of the second degree, punishable as provided in s. [775.082](#) or s. [775.083](#).

(13) **INJUNCTION.**—In addition to the remedies provided in this chapter, and notwithstanding the existence of any adequate remedy at law, the department is authorized to make application to any circuit court of the state, and the circuit court shall have jurisdiction, upon a hearing and for cause shown, to grant a temporary or permanent injunction restraining any person from acting as a mobile home dealer under the terms of this section who is not properly licensed or who violates or fails or refuses to comply with any of the provisions of chapter 319 and this chapter or any rule or regulation adopted thereunder. Such injunction shall be issued without bond. A single act in violation of the provisions of chapter 319 or this chapter shall be sufficient to authorize the issuance of an injunction.

(14) **SUSPENSION OR REVOCATION.**—The department shall, as it deems necessary, either suspend or revoke any license issued hereunder upon a finding that the licensee violated any provision of this section or of any other law of this state having to do with dealing in mobile homes or perpetrated a fraud upon any person as a result of such dealing in mobile homes.

(15) **ADMINISTRATIVE FINES.**—In addition to the exercise of other powers provided in this section, the department is authorized to assess, impose, levy, and collect by legal process fines, in an amount not to exceed \$1,000 for each violation, against any licensee if it finds that a licensee has violated any provision of this section or has violated any other law of this state having to do with dealing in motor vehicles. Any licensee shall be entitled to a hearing pursuant to chapter 120 should the licensee wish to contest the fine levied, or about to be levied, upon him or her.

(16) **SURETY BOND, CASH BOND, OR IRREVOCABLE LETTER OF CREDIT REQUIRED.**—

- (a) Before any license shall be issued or renewed, the applicant or licensee shall deliver to the department a good and sufficient surety bond, cash bond, or irrevocable letter of credit, executed by the applicant or licensee as principal. The bond or irrevocable letter of credit shall be in a form to be approved by the department and shall be conditioned upon the dealer's complying with the conditions of any written contract made by the dealer in connection with the sale, exchange, or improvement of any mobile home and his or her not violating any of the provisions of chapter 319 or this chapter in the conduct of the business for which the dealer is licensed. The bond or irrevocable letter of credit shall be to the department and in favor of any retail customer who shall suffer any loss as a result of any violation of

the conditions contained in this section. The bond or irrevocable letter of credit shall be for the license period, and a new bond or irrevocable letter of credit or a proper continuation certificate shall be delivered to the department at the beginning of each license period. However, the aggregate liability of the surety in any one license year shall in no event exceed the sum of such bond, or, in the case of a letter of credit, the aggregate liability of the issuing bank shall not exceed the sum of the credit. The amount of the bond required shall be as follows:

1. A single dealer who buys, sells, or deals in mobile homes and who has four or fewer supplemental licenses shall provide a surety bond, cash bond, or irrevocable letter of credit executed by the dealer applicant or licensee in the amount of \$25,000.
2. A single dealer who buys, sells, or deals in mobile homes and who has more than four supplemental licenses shall provide a surety bond, cash bond, or irrevocable letter of credit executed by the dealer applicant or licensee in the amount of \$50,000.

For the purposes of this paragraph, any person who buys, sells, or deals in both mobile homes and recreational vehicles shall provide the same surety bond required of dealers who buy, sell, or deal in mobile homes only.

(b) Surety bonds shall be executed by a surety company authorized to do business in the state as surety, and irrevocable letters of credit shall be issued by a bank authorized to do business in the state as a bank.

(c) Irrevocable letters of credit shall be engaged by a bank as an agreement to honor demands for payment as specified in this section.

(d) The department shall, upon denial, suspension, or revocation of any license, notify the surety company of the licensee or bank issuing an irrevocable letter of credit for the licensee, in writing, that the license has been denied, suspended, or revoked and shall state the reason for such denial, suspension, or revocation.

(e) Any surety company that pays any claim against the bond of any licensee or any bank that honors a demand for payment as a condition specified in a letter of credit of a licensee shall notify the department, in writing, that such action has been taken and shall state the amount of the claim or payment.

(f) Any surety company that cancels the bond of any licensee or any bank that cancels an irrevocable letter of credit shall notify the department, in writing, of such cancellation, giving reason for the cancellation.

**History.**—s. 1, ch. 23665, 1947; s. 2, ch. 70-215; s. 1, ch. 70-439; s. 1, ch. 74-169; s. 2, ch. 75-203; s. 3, ch. 76-168; s. 32, ch. 77-357; s. 1, ch. 77-457; s. 20, ch. 78-95; ss. 8, 16, 17, ch. 80-217; s. 199, ch. 81-259; ss. 2, 3, ch. 81-318; s. 9, ch. 82-66; ss. 5, 6, ch. 82-129; s. 6, ch. 85-176; s. 8, ch. 85-343; s. 1, ch. 87-150; ss. 3, 19, 20, ch. 88-147; s. 40, ch. 91-224; s. 4, ch. 91-429; s. 7, ch. 92-148; s. 69, ch. 93-120; s. 65, ch. 94-306; s. 917, ch. 95-148; s. 19, ch. 95-333; s. 18, ch. 2005-164; s. 37, ch. 2006-290; s. 44, ch. 2007-5; s. 44, ch. 2013-160.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

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Account Number	Site/Unit	Due Date	Amount Due	Amount Paid
XXX46888	752	Apr. 1, 2022	\$781.41	

Palm Valley  
 3700 Palm Valley Circle  
 Oviedo, FL 32765

Diana Danin  
 938 E. PALM VALLEY DR.  
 Oviedo, FL 32765

Please Return The Top Portion With Your Payment. "DO NOT STAPLE". Make Checks Payable to Palm Valley

**ACCOUNT SUMMARY : Site/Unit# 752 Due: Apr. 1, 2022 Office Phone 407-326-9678**

Service	Amount	Service Dates		Meter Readings		Diff	Multiplier	Usage	Units	Previous Month	
		From	To	Previous	Current					Usage	Amount
Sewer	\$40.82	02/03/2022	03/04/2022	369450	370880	1430	0.001	1.43	1000 Gals.	3.83	\$65.11
Water	\$16.00	02/03/2022	03/04/2022	369450	370880	1430	0.001	1.43	1000 Gals	3.83	\$22.88
Base Rent	\$719.21										
Irrigation	\$5.38										
Prev Bal	\$0.00										
<b>Total Due</b>	<b>\$781.41</b>										

**UTILITY DETAIL**

Sewer	Flow Volume	Rate	Total
Base Charge	-	26.35000	\$26.35
Usage	1.43	10.12000	\$14.47
Usage Over 6000 Gal	0.00	0.00000	\$0.00
Subtotal	1.43	-	\$40.82
Admin. Fee	1	0.00000	\$0.00
<b>Total</b>			<b>\$40.82</b>

Water	Usage/Vol	Rate	Total
Base Charge	-	11.43000	\$11.43
Usage	1.43	2.76000	\$3.95
Subtotal	1.43	-	\$15.38
Water Tax	\$15.38	0.04000	\$0.62
<b>Total</b>			<b>\$16.00</b>

EZ Pay Program: Save time and money! No late fees! Rent is paid automatically! Stop by the office for information or [www.hometownamerica.com/ezpay](http://www.hometownamerica.com/ezpay).

### **25-30.335 Customer Billing.**

(1) Except as provided in this rule, a utility must render bills to customers at regular intervals, and each bill must indicate the billing period covered; beginning and ending meter reading; the amount of the bill; the delinquent date or the date after which the bill becomes past due; and any authorized late payment charge.

(2) When a utility is unable to obtain an actual meter read, estimated bills may be provided.

(a) If the utility estimates a bill, the word "Estimated" must be prominently displayed on the face of the bill.

(b) The utility is obligated to timely correct any problems within the utility's control causing the need to estimate bills. In no event may a utility provide an estimated bill to any one customer account more than four times in any 12-month period due to circumstances that are within the utility's control and service obligations.

(c) Upon issuance of a second estimated bill in a 6-month period, the utility must provide the customer with an explicit written explanation for the estimation, along with the utility contact information and the Commission toll-free complaint number, 1(800)342-3552.

(d) The utility must maintain records for a minimum of two years, detailing the number, frequency, and causes of estimated bills, and those records must be made available upon request to the Commission or to any party to a rate proceeding for the utility.

(3) When service is rendered for less than 50 percent of the normal billing cycle, the utility must prorate the base facility charges, flat rates, or rates that include minimum usage as though the normal billing cycle were 30 days. The utility may elect to not issue an initial bill if the service is rendered for a period less than 50 percent of the normal billing cycle. Instead, the utility may elect to issue a single bill combining the amount owed for the service rendered during the initial time period with the amount owed for the next billing cycle.

(4) If a customer requests a temporary discontinuance of service or is out of residence:

(a) Utilities that have the base facility charge rate structure must continue to bill the base facility charge.

(b) Utilities that have a flat rate or a rate that includes minimum usage must bill the customer 40 percent of the flat or minimum rate contained on the applicable tariff.

(5) If a customer requests a permanent termination of service and the same customer subsequently requests service at the same location within 12 months of that termination, the utility must bill the customer the base facility charges or 40 percent of the flat rate or rates that include minimum usage for the service termination period. The customer is responsible for payment of all outstanding rates and charges for the termination period in order for service to be restored.

(6) A utility may not consider a customer delinquent in paying his or her bill until the 21st day after the utility has mailed or presented the bill for payment.

(7) A utility must establish each point of delivery as an independent customer account and must calculate the amount of the bill accordingly, except where physical conditions make it necessary to use additional meters or points of delivery for one class of service to a single customer on the same premises, or where such multiple meters or delivery points are used for the convenience of the utility.

(8) A utility may not incorporate municipal or county franchise fees into the amount indicated as the cost for service on the customer's bill. Rather, the utility must show any such franchise fee as a separate item.

(9) The utility must maintain a record of each customer's account for the most current 2 years so as to permit reproduction of the customer's bills during the time that the utility provided service to that customer.

*Rulemaking Authority 350.127(2), 367.121 FS. Law Implemented 367.121 FS. History--New 9-14-74, Amended 6-21-79, Formerly 25-10.97, 25-10.097, Amended 11-10-86, 11-30-93, 6-17-13, 4-22-21.*



Diana Danin <jeladi1@gmail.com>

**RE: water company information - final request for information**

1 message

**Lindsay Gill** <LGill@hometownamerica.net>  
To: Diana Danin <jeladi1@gmail.com>, Susan Haupt <SHaupt@hometownamerica.net>

Wed, Apr 27, 2022 at 10:11 AM

Ms. Danin,

I am in receipt of your requests regarding the mineral levels in your water as well as your irrigation reads. We provide the required reports to all of our consumers, but I will be happy to provide these additional to you, but I should let you know that those requests may take several days to complete. Irrigation reads are done manually, and so we will need to access our archives in order to pull those exact numbers for you since they are not listed on your monthly invoice. We are currently training on new technology that may allow that to change soon. Additionally, I have reached out to U.S water to see if the iron and manganese levels are included in our routine testing.

In regards to contact information for CWS, Susan is correct in that all calls should be directed to the community office. CWS communities is the legal entity owned by Hometown America and this can be verified via [sunbiz.org](http://sunbiz.org). There is no additional office or point of contact specifically for CWS Communities. Palm Valley utilities are governed by the PSC because we provide service to neighboring communities outside of Palm Valley.

Thanks for your patience while we work on your request. I will follow up with you as soon as I have all the information at hand.

**When a resident calls the local office, is that employee representing CWS public utility company, or Hometown Palm Valley LLC, the park owner - or Hometown America Management LP, the Manufactured Home Dealer?**

**Lindsay Gill**

Regional Assistant, Florida Regional Office

[3700 Palm Valley Circle, Oviedo, FL 32765](http://3700.PalmValleyCircle.Oviedo.FL.32765)

P: 407.602.1352 | F: 312.604.3171 | W: [www.HometownAmerica.com](http://www.HometownAmerica.com)



**From:** Diana Danin <jeladi1@gmail.com>  
**Sent:** Friday, April 22, 2022 10:43 PM  
**To:** Susan Haupt <SHaupt@hometownamerica.net>; Lindsay Gill <LGill@hometownamerica.net>; Stephen Braun <sbraun@hometownamerica.net>  
**Cc:** jeladi1@gmail.com  
**Subject:** Re: water company information - final request for information

Dear Susan, Ms. Harris and Mr. Braun:

I'm sorry, Susan, but the report you provided is not responsive to my inquiry. And again, you manage the mobile home park - not the public water company - which seems to be hidden behind the mask of Hometown America.

I need the "iron and metal" content and the "manganese" content. These may not be numbers that a public water utility is required to provide to its customers but perhaps they have them anyway.

This report you provided I already have. It was mailed to me with my RENT bill.

My lease states that CWS bills me separately for their services. But that is not happening and I feel like there is a barrier between me and CWS. I have some questions for the water company. First about the metal and manganese - because those numbers need to be in a certain range for a water treatment device I am purchasing to work - and its expensive and I don't want to buy it if those numbers are too high.



HOMETOWN AMERICA  
C O M M U N I T I E S ®

Diana L. Danin:

First, thank you for your residency at Palm Valley and for taking the time to share all of the information and details included in your letter dated July, 11, 2022.

**In response to your assertion that you were overcharged for water and sewer**, I have included a statement of your November 2017 to February 2018 account charges and payments. It shows you were not charged for water or sewer utilities until February 2018, and no payments included water or sewer fees until February 2018. It seems when you initially wrote us or contacted us, it was corrected in the system and no payments were accepted (until February 2018) for water or sewer.

I have also included a breakdown of your irrigation charges and will be updating our billing so this detail is available going forward.

I apologize for the initial confusion back in 2017 or 2018. ~~We do have policies in place for reading meters when homes are sold so as to avoid any duplication of charges between the departing resident and new resident.~~ **If you had policies in place for reading the meters when homes are sold and settling those charges on the settlement statement during the sale, then I would not have eight residents providing me with copies of first month rent bills that billed for water before their ownership started.**

Hometown America, (through its affiliate entity Hometown American Management, L.P.,) provides brokered resale services in almost all of its communities [in the state of Florida] to provide an alternate selling opportunity for its resident base who desire to sell their home. Unlike some communities that are similar to Hometown America communities. Every resident is given the choice to either use the resale services of Hometown America or to choose to use the services of any other resale broker with whom they feel the most comfortable.

Hometown America brokered resale operation prides itself in offering tremendous value for every resident who lists their home for sale. Often outside real estate agents do not understand the land leased component or home construction type and often are just looking to make a quick sale and commission. Hometown America's brokerage resale operation, in contrast, seeks to maximize the dollar value in every home sale transaction. Our resale operation understands the value of continued price improvements in our home sales which attract an increasingly stronger buyer profile which leads to a stronger community.

When a resident entrusts Hometown America to list and sell their home, time, money and effort are deployed in creating a strategic marketing and advertising campaign. Some but not all efforts are identified below:

1. National contact center to expeditiously handle all digital customer inquiries.
2. Periodic open house events.
3. Website advertising for both local and national markets.
4. Resident and realtor referral outreach programs.
5. National MLS listing service syndicating to popular websites like Zillow, Trulia, realtor.com and many others.
6. Trained sales professionals who are expert in creating value in home construction and community lifestyle.



7. One stop shop providing seamless transition and execution from listing, to sales contract, to residency application and title transfer.

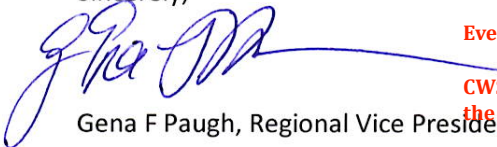
In order to sell homes at increasingly higher prices and close sales in a timely manner, professional sales training is required. Hometown America's sales agents are required to participate in ongoing customer service and experience training. Every agent strives to create a professional and enjoyable purchasing experience for each visitor through its doors. Buyers are afforded an interview followed by a comprehensive community tour and home viewing. Despite the significant time required to do this properly, Hometown and its employees know the value this creates.

Our community management side is responsible for all fees and charges after the home closes, such as water or sewer utility fees.

With respect to the questions you raised about the legal entities, we acknowledge that there are different Hometown America affiliated entities that serve different roles with respect to certain operations at the Community, whether management, resale operations or otherwise,. You should be assured that for any concern that you may have with regard to the Palm Valley Community, the Community Manager should be your point of contact. Though different entities in name and legal structure, all are affiliates of Hometown America, and the Community Manager will be able to answer any questions you may have. As to some of the particular questions that you raised, please note that CWS Properties LP no longer has an interest in the community. In 2019, in an internal restructure, the property was conveyed into Hometown Palm Valley, L.L.C. (as you correctly noted in your letter). This conveyance included the utility systems and related operations. The fact that the "Palm Valley Utilities" DBA remains with CWS Properties LLC was simply an administrative oversight, and our corporate team is working on transferring that DBA to Hometown Palm Valley, L.L.C. Similarly, our corporate team is in the process of renewing the "Palm Valley" DBA with Hometown Palm Valley, L.L.C.

Again, we appreciate the time you took to share this important information with our team. I hope we have addressed your concerns.

Sincerely,



Gena F Paugh, Regional Vice President, Hometown America

**An Administrative "oversight" that continued for FOUR YEARS resulting in applications for rate increases with the PSC in the name of CWS Communities LP - an entity that was not even a public utility company.**

**Even in this letter you cannot seem to get the names of your companies correct.**

**CWS Properties LLC is not filed with SOS, Florida as a company authorized to do business in the state of Florida and therefore cannot possibly be our public utility company.**

**It is CWS Communities LP that owned the utility**



House Closing & Lease Effective Date - Month And Year <b>Determine DAY-DATE lease was signed</b>	First Rent Bill Date	Water Sewer Bill Dates on First Months Rent Bill	Irrigation Bill Dates on First Months Rent Bill	Second Rent Bill Date	Water Sewer Bill Dates on Second Months Rent Bill	Irrigation Bill Dates on Second Months Rent Bill	Refund Due - Water Base Charge	Refund Due Sewer Base Charge	Refund Due water, sewer and irrigation use charges from first months rent bill	Refund Due - Water, sewer and Irrigation use charges + base charges from second months rent bill - times.....number of days lease is in effect vs billing days in second months rent bill - as percentage
Sept 2022	Oct 1, 2022	8/4/2022 to 9/9/2022	7/28/2022 to 8/31/2022	Nov 1, 2022	?	?	\$11.74 each month	\$27.05 each month		
August 2022	Sept 1, 2022	7/6/2022 to 8/4/2022	6/28/2022 to 7/28/2022	Oct 1, 2022	8/4/2022 to 9/9/2022	7/28/2022 to 8/31/2022	\$11.74 each month	\$27.05 each month		
July 2022	Aug 1, 2022	6-3-2022 to 7-6-2022	5/31/2022 to 6/28/2022	Sept 1, 2022	7/6/2022 to 8/4/2022	6/28/2022 to 7/28/2022	\$11.74 each month	\$27.05 each month		
June 2022	July 1, 2022	5/4/2022 to 6/3/2022	Failed to provide meter reading or irrigation rate on bills prior to July 2022-they just inserted an amount with no explanation	Aug 1, 2022	6-3-2022 to 7-6-2022	5/31/2022 to 6/28/2022	\$11.46 for July and \$11.74 for August	\$26.42 for July and \$27.05 for Aug		
May 2022	June 1, 2022	4/4/2022 to 5/4/2022	failed to provide on bill	July 1, 2022	5/4/2022 to 6/3/2022	failed to provide on bill	\$11.43 for June and \$11.46 for July - why .03 cent overcharge	\$26.35 for June and \$26.42 for July - why \$.07 cent overcharge		
April 2022	May 1, 2022	3/4/2022 to 4/4/2022	failed to provide on bill	June 1, 2022	4/4/2022 to 5/4/2022	failed to provide on bill	\$11.43 for each of May and June	\$26.35 for each of May and June		
March 2022	April 1, 2022	2/4/2022 to 3/4/2022	failed to provide on bill	May 1, 2022	3/4/2022 to 4/4/2022	failed to provide on bill	\$11.43 for each month	\$26.35 for each month		

February 2022	March 1, 2022	1/4/2022 to 2/4/2022	failed to provide on bill	April 1, 2022	2/4/2022 to 3/4/2022	failed to provide on bill	\$11.43 for each month	\$26.35 for each month		
January 2022	Feb 1, 2022	12/6/2021 to 1/4/2022	failed to provide on bill	March 1, 2022	1/4/2022 to 2/4/2022	failed to provide on bill	\$11.43 for each month	\$26.35 for each month		
December 2021	Jan 1, 2022	11/3/2021 to 12/6/2022	failed to provide on bill	Feb 1, 2022	12/6/2021 to 1/4/2022	failed to provide on bill	\$11.43 for each month	\$26.35 for each month		
November 2021	Dec 1, 2021	10/5/2021 to 11/3/2021	failed to provide on bill	Jan 1, 2022	11/3/2021 to 12/6/2022	failed to provide on bill	\$11.43 for each month	\$26.35 for each month		
October 2021	Nov 1, 2021	9/7/2021 to 10/5/2021	failed to provide on bill	Dec 1, 2021	10/5/2021 to 11/3/2021	failed to provide on bill	\$11.43 for each month	\$26.35 for each month		
September 2021	Oct 1, 2021	8/5/2021 to 9/7/2021	failed to provide on bill	Nov 1, 2021	9/7/2021 to 10/5/2021	failed to provide on bill	\$11.43 for each month	\$26.35 for each month		
August 2021	Sept 1, 2021	7/6/2021 to 8/5/2021	failed to provide on bill	Oct 1, 2021	8/5/2021 to 9/7/2021	failed to provide on bill	\$11.43 for each month	\$26.35 for each month		
July 2021	Aug 1, 2021	6/7/2021 to 7/6/2021	failed to provide on bill	Sept 1, 2021	7/6/2021 to 8/5/2021	failed to provide on bill	\$11.43 for each month	\$26.35 for each month		
June 2021	July 1, 2021	5/6/2021 to 6/7/2021	failed to provide on bill	Aug 1, 2021	6/7/2021 to 7/6/2021	failed to provide on bill	\$11.43 for Aug and \$11.36 for July \$.01 cent overcharge	\$26.35 for August and \$26.27 for July \$.01 cent overcharge		
May 2021	June 1, 2021	4/6/2021 to 5/6/2021	failed to provide on bill	July 1, 2021	5/6/2021 to 6/7/2021	failed to provide on bill	\$11.36 for July \$.01 cent overcharge and \$11.35 for June	\$26.27 for July \$.01 cent overcharge and \$26.26 for June		

April 2021	May 1, 2021	3/4/2021 to 4/6/2021	failed to provide on bill	June 1, 2021	4/6/2021 to 5/6/2021	failed to provide on bill	\$11.35 for each month	\$26.26 for each month		
March 2021	April 1, 2021	2/4/2021 to 3/4/2021	failed to provide on bill	May 1, 2021	3/4/2021 to 4/6/2021	failed to provide on bill	\$11.35 for each month	\$26.26 for each month		
Feb 2021	March 1, 2021	1/5/2021 to 2/4/2021	failed to provide on bill	April 1, 2021	2/4/2021 to 3/4/2021	failed to provide on bill	\$11.35 for each month	\$26.26 for each month		
Jan 2021	Feb 1, 2021	12/4/2020 to 1/5/2021	failed to provide on bill	March 1, 2021	1/5/2021 to 2/4/2021	failed to provide on bill	\$11.35 for each month	\$26.26 for each month		
December 2020	Jan 1, 2021	11/6/2020 to 12/4/2020	failed to provide on bill	Feb 1, 2021	12/4/2020 to 1/5/2021	failed to provide on bill	\$11.35 for each month	\$26.26 for each month		
November 2020	Dec 1, 2020	10/6/2020 to 11/6/2020	failed to provide on bill	Jan 1, 2021	11/6/2020 to 12/4/2020	failed to provide on bill	\$11.35 for each month	\$26.26 for each month		
October 2020	Nov 1, 2020	9/9/2020 to 10/6/2020	failed to provide on bill	Dec 1, 2020	10/6/2020 to 11/6/2020	failed to provide on bill	\$11.35 for each month	\$26.26 for each month		
September 2020	Oct 1, 2020	8/11/2020 to 9/9/2020	failed to provide on bill	Nov 1, 2020	9/9/2020 to 10/6/2020	failed to provide on bill	\$11.35 for each month	\$26.26 for each month		
August 2020	Sept 1, 2020	7/8/2020 to 8/11/2020	failed to provide on bill	Oct 1, 2020	8/11/2020 to 9/9/2020	failed to provide on bill	\$11.35 for each month	\$26.26 for each month		
July 2020	Aug 1, 2020	6/4/2020 to 7/8/2020	failed to provide on bill	Sept 1, 2020	7/8/2020 to 8/11/2020	failed to provide on bill	\$11.35 for each month	\$26.26 for each month		
June 2020	July 1, 2020	5/6/2020 to 6/4/2020	failed to provide on bill	Aug 1, 2020	6/4/2020 to 7/8/2020	failed to provide on bill	\$11.19 for June and \$11.35 for July	\$25.95 for June and \$26.26 for July		
May 2020	June 1, 2020	4/13/2020 to 5/6/2020	failed to provide on bill	July 1, 2020	5/6/2020 to 6/4/2020	failed to provide on bill	\$11.19 for each month	\$25.95 for each month		

April 2020	May 1, 2020	3/12/2020 to 4/13/2020	failed to provide on bill	June 1, 2020	4/13/2020 to 5/6/2020	failed to provide on bill	\$11.19 for each month	\$25.95 for each month		
March 2020	April 1, 2020	2/17/2020 to 3/12/2020	failed to provide on bill	May 1, 2020	3/12/2020 to 4/13/2020	failed to provide on bill	\$11.19 for each month	\$25.95 for each month		
February 2020	March 1, 2020	1/13/2020 to 2/17/2020	failed to provide on bill	April 1, 2020	2/17/2020 to 3/12/2020	failed to provide on bill	\$11.19 for each month	\$25.95 for each month		
January 2020	Feb 1, 2020	12/11/2019 to 1/13/2020	failed to provide on bill	March 1, 2020	1/13/2020 to 2/17/2020	failed to provide on bill	\$11.19 for each month	\$25.95 for each month		
December 2019	Jan 1, 2020	11/9/2019 to 12/11/2019	failed to provide on bill	Feb 1, 2020	12/11/2019 to 1/13/2020	failed to provide on bill	\$11.19 for each month	\$25.95 for each month		
November 2019	Dec 1, 2019	10/13/2019 to 11/9/2019	failed to provide on bill	Jan 1, 2020	11/9/2019 to 12/11/2019	failed to provide on bill	\$11.19 for each month	\$25.95 for each month		
October 2019	Nov 1, 2019	09/13/2019 to 10/13/2019	failed to provide on bill	Dec 1, 2019	10/13/2019 to 11/9/2019	failed to provide on bill	\$11.19 for each month	\$25.95 for each month		
September 2019	Oct 1, 2019	08/16/2019 to 09/13/2019	failed to provide on bill	Nov 1, 2019	09/13/2019 to 10/13/2019	failed to provide on bill	\$11.19 for each month	\$25.95 for each month		
August 2019	Sept 1, 2019	07/13/2019 to 08/16/2019	failed to provide on bill	Oct 1, 2019	08/16/2019 to 09/13/2019	failed to provide on bill	\$11.19 for each month	\$25.95 for each month		
July 2019	Aug 1, 2019	06/12/2019 to 07/13/2019	failed to provide on bill	Sept 1, 2019	07/13/2019 to 08/16/2019	failed to provide on bill	\$11.19 for each month	\$25.95 for each month		
June 2019	July 1, 2019	05/10/2019 to 06/12/2019	failed to provide on bill	Aug 1, 2019	06/12/2019 to 07/13/2019	failed to provide on bill	\$11.11 for July (\$0.05 cent overcharge) and \$11.19 for Aug	\$25.76 for July and \$25.95 for August		

May 2019	June 1, 2019	04/10/2019 to 05/10/2019	failed to provide on bill	July 1, 2019	05/10/2019 to 06/12/2019	failed to provide on bill	\$11.06 for June and \$11.11 for July (\$.05 cent overcharge)	\$25.64 for June and \$25.76 for July (\$.12 cent overcharge)		
April 2019	May 1, 2019	03/12/2019 to 04/10/2019	failed to provide on bill	June 1, 2019	04/10/2019 to 05/10/2019	failed to provide on bill	\$11.06 for each month	\$25.64 for each month		
March 2019	April 1, 2019	02/12/2019 to 03/12/2019	failed to provide on bill	May 1, 2019	03/12/2019 to 04/10/2019	failed to provide on bill	\$11.06 for each month	\$25.64 for each month		
February 2019	March 1, 2019	01/10/2019 to 02/12/2019	failed to provide on bill	April 1, 2019	02/12/2019 to 03/12/2019	failed to provide on bill	\$11.06 for each month	\$25.64 for each month		
January 2019	Feb 1, 2019	12/10/2018 to 01/10/2019	failed to provide on bill	March 1, 2019	01/10/2019 to 02/12/2019	failed to provide on bill	\$11.06 for each month	\$25.64 for each month		
December 2018	Jan 1, 2019	11/9/2018 to 12/10/2018	failed to provide on bill	Feb 1, 2019	12/10/2018 to 01/10/2019	failed to provide on bill	\$11.06 for each month	\$25.64 for each month		
November 2018	Dec 1, 2018	10/9/2018 to 11/9/2018	failed to provide on bill	Jan 1, 2019	11/9/2018 to 12/10/2018	failed to provide on bill	\$11.06 for each month	\$25.64 for each month		
October 2018	Nov 1, 2018	09/13/2018 to 10/09/2018	failed to provide on bill	Dec 1, 2018	10/9/2018 to 11/9/2018	failed to provide on bill	\$11.06 for each month	\$25.64 for each month		
September 2018	Oct 1, 2018	08/03/2018 to 09/13/2018	failed to provide on bill	Nov 1, 2018	09/13/2018 to 10/09/2018	failed to provide on bill	\$11.06 for each month	\$25.64 for each month		
August 2018	Sept 1, 2018		failed to provide on bill	Oct 1, 2018	08/03/2018 to 09/13/2018	failed to provide on bill	\$11.06 for each month	\$25.64 for each month		
July 2018	Aug 1, 2018		failed to provide on bill	Sept 1, 2018		failed to provide on bill	\$11.06 for each month	\$25.64 for each month		

June 2018	July 1, 2018		failed to provide on bill	Aug 1, 2018	06/12/2019 to 07/13/2019	failed to provide on bill	\$10.97 for July and \$11.06 for Aug	\$25.38 for July and \$25.64 for August		
May 2018	June 1, 2018	04/09/2018 to 05/11/2018	failed to provide on bill	July 1, 2018		failed to provide on bill	\$10.97 for June and July	\$25.38 for June and July		
April 2018	May 1, 2018	03/07/2018 to 04/09/2018	failed to provide on bill	June 1, 2018	04/09/2018 to 05/11/2018	failed to provide on bill	\$10.97 for each month	\$25.38 for each month		
March 2018	April 1, 2018	02/07/2018 to 03/07/2018	failed to provide on bill	May 1, 2018	03/07/2018 to 04/09/2018	failed to provide on bill	\$10.97 for each month	\$25.38 for each month		
February 2018	March 1, 2018	01/08/2018 to 02/07/2018	failed to provide on bill	April 1, 2018	02/07/2018 to 03/07/2018	failed to provide on bill	\$10.97 for each month	\$25.38 for each month		
January 2018	Feb 1, 2018	12/05/2017 to 01/08/2018	failed to provide on bill	March 1, 2018	01/08/2018 to 02/07/2018	failed to provide on bill	\$10.97 for each month	\$25.38 for each month		
December 2017	Jan 1, 2018	11/04/2017 to 12/04/2017	failed to provide on bill	Feb 1, 2018	12/05/2017 to 01/08/2018	failed to provide on bill	\$10.97 for each month	\$25.38 for each month		
November 2017	Dec 1, 2017	10/04/2017 to 11/04/2017	failed to provide on bill	Jan 1, 2018	11/04/2017 to 12/04/2017	failed to provide on bill	\$10.97 for each month	\$25.38 for each month		
October 2017	Nov 1, 2017	09/08/2017 to 10/04/2017	failed to provide on bill	Dec 1, 2017	10/04/2017 to 11/04/2017	failed to provide on bill	\$10.97 for each month	\$25.38 for each month		

Account Number      Site/Unit      Due Date      Amount Due      Amount Paid

May 1, 2022      \$818.13

Palm Valley  
 3700 Palm Valley Circle  
 Oviedo, FL 32765

Please Return The Top Portion With Your Payment. "DO NOT STAPLE". Make Checks Payable to Palm Valley

**ACCOUNT SUMMARY**      Due: **May 1, 2022**      Office Phone **407-326-9678**

Service	Amount	Service Dates		Meter Readings		Diff	Multiplier	Usage	Units	Previous Month	
		From	To	Previous	Current					Usage	Amount
Sewer	\$42.34	03/04/2022	04/06/2022	686770	688350	1580	0.001	1.58	1000 Gals.	1.46	\$41.13
Water	\$16.42	03/04/2022	04/06/2022	686770	688350	1580	0.001	1.58	1000 Gals	1.46	\$16.08
Base Rent	\$808.00	House closing and lease March 31, 2022									
Irrigation	\$1.37										
Prospectus Discount	-\$50.00										
Prev Bal	\$0.00										
<b>Total Due</b>	<b>\$818.13</b>	Refund owed from May Rent Bill for utilities from 3/4/22 to 3/30/22 = \$48.39									

base sewer \$26.35  
 base water \$11.43  
 billing dates: 2/3/22 to 3/4/22

**Due to customer**  
**\$94.99 from April rent bill**

Total refund due this resident: \$143.38

**UTILITY DETAIL**

Service	Flow Volume	Rate	Total
Base Charge	-	26.35000	\$26.35
Usage	1.58	10.12000	\$15.99
Usage Over 6000 Gal	0.00	0.00000	\$0.00
Subtotal	1.58	-	\$42.34
Admin. Fee	1	0.00000	\$0.00
<b>Total</b>			<b>\$42.34</b>

Water	Usage/Vol	Rate	Total
Base Charge	-	11.43000	\$11.43
Usage	1.58	2.76000	\$4.36
Subtotal	1.58	-	\$15.79
Water Tax	\$15.79	0.04000	\$0.63
<b>Total</b>			<b>\$16.42</b>



NAME	ADDRESS	PHONE
White, William & Theodora	Aruba Cir 3686	352-735-4638
Knees, Patricia	Bamboo Palm Way 696	407-420-7292
Bacon, Karen & Peter	Bamboo Palm Way 699	561-632-8474
Campbell, James & Cathy	Bamboo Palm Way 707	407-977-9264
Steeley, Cathy	Bamboo Palm Way 716	407-625-3822
Pachler, John R.	Bamboo Palm Way 719	407-339-5414
Corley, Lisa & Nicholas	Bermuda Cir 3509	352-307-5415
Garcia, Rafeal	Bermuda Cir 3509	352-843-6230
BiBiase, Joann & Frank	Bermuda Circle 3505	856-304-2072
Chapman, Mary	Breakwater Dr 3917	386-848-3578
Misner, Marcy	Breakwater Dr 3920	906-203-1363
Rider, Larry & Amy	Breakwater Dr 3938	407-312-5933
Brizendine, Gary & Johnna	Breakwater Dr 3944	317-281-8081
Tracy, Denise	Breakwater Dr 3980	513-504-7267
LaBelle, Elizabeth	Breakwater Dr 3986	954-253-7040
Bailey, Charles & Carolyn	Breakwater Dr. 3979	407-920-2486
Weber, Donald & Nongyow	Cactus Ct 3852	850-499-5238
Snyder, Charles & Karen	Carolina Palm Lane 854	
Liedberg, Carol	Carolina Palm Lane 859	813-957-6378
Robinson, Pamela	Carolina Palm Lane 875	407-668-2524
Casey, Jerry	Carolina Palm Ln 855	479-381-2570
Eversley, Catherine	Carolina Palm Ln 867	
McGuir, Dorothy	Christmas Palm Pl 3720	318-489-3144
Vaughn, Tim & Jones, Margie	Christmas Palm Pl 3721	407-406-0393
Cavacchioli, Pasquale & Maria	Christmas Palm Pl 3732	917-309-7900
Whelan, Bridget	Christmas Palm Pl 3751	407-690-4939
Biggs, Ginny	Coconut Palm Cir 3846	757-620-2980
McGuigan, Arthur & Michelle	Coconut Palm Cir 3641	407-633-9211
Snipes, Ronnie & Lorraine	Coconut Palm Cir 3642	803-201-3400
Crone, John	Coconut Palm Cir 3653	815-621-9143
West, Margaret	Coconut Palm Cir 3657	407-405-8370
DeClue, Pat	Coconut Palm Cir 3685	314-278 4165
Johnson, Charles & Dorothy	Coconut Palm Cir 3686	440-708-6348
Plasco, Marvin & Ester	Coconut Palm Cir 3694	407-304-0861
Turner, Elva	Coconut Palm Cir 3705	407-435-1435
Jones, Bobby & Denise	Coconut Palm Cir 3718	407-340-6201
Young, Bradley & Donna	Coconut Palm Cir 3729	407-929-5570
Placido, Victor & Mercedes	Coconut Palm Cir 3742	407-257-8334
Wotring, John & Vicki	Coconut Palm Cir 3773	520-631-0910
Wright, Ricky & Margarita	Coconut Palm Cir 3797	407-462-5020

Saniscalchi, Robert & Gloria	Coconut Palm Cir 3813	610-927-7540
Koch, Joan & Nancy	Coconut Palm Cir 3814	407-432-1296
Dagnese, Achilles	Coconut Palm Cir 3817	646-510-7658
Compo, Mary	Coconut Palm Cir 3818	321-663-6952
Hocking, Deborah	Coconut Palm Cir 3822	972-345-0959
Nordquist, John & Bouali, Shelly	Coconut Palm Cir 3825	407-739-2020
Sakowski, Darlene	Date Palm Ct 872	718-761-4964
McPherson, Daniel & Donna	Date Palm Ct 896	574-227-0333
Butler, Alfred & Linda	East Palm Valey Dr 907	407-443-8440
Javier, Larry	East Palm Valley Dr 1004	407-535-1608
Restrepo, Lupe	East Palm Valley Dr 1004	407-844-2622
Cochran, Marcia	East Palm Valley Dr 1009	815-222-4529
Hitschfeld, Jorge & Lillian	East Palm Valley Dr 1022	407-754-8115
Irvin, Danny & Connie	East Palm Valley Dr 1033	618-218-1577
Principe, Diane	East Palm Valley Dr 1040	717-805-0988
Kane, Daniel	East Palm Valley Dr 1049	321-333-0348
Giehls, Randall & Tiffany	East Palm Valley Dr 1057	513-706-1431
Perry, Sherri	East Palm Valley Dr 1069	208-770-9016
Sanfilippo, Joseph	East Palm Valley Dr 1070	407-792-9719
O'Neill, Pamela ( <b>resold in Aug 2002</b> )	East Palm Valley Dr 1082	407-462-2659
Mejia, Natali & Guerrero, Jorge	East Palm Valley Dr 1082	954-559-4357
Lussier, Lise	East Palm Valley Dr 360	941-773-5219
Tafuro, Carmine & Maria	East Palm Valley Dr 372	917-544-2445
Rodriguez, Gladys	East Palm Valley Dr 384	757-329-4583
Ramos, Jorge	East Palm Valley Dr 385	616-885-8624
Wright, Cindy	East Palm Valley Dr 689	407-488-4982
Etzler, John	East Palm Valley Dr 695	407-714-0063
Pagano, Linda	East Palm Valley Dr 743	407-3318-0114
Caldwell, Salvatore & Frances	East Palm Valley Dr 773	717-586-4688
Scott, Velmarie	East Palm Valley Dr 784	951-536-1369
Johnson, Barbara	East Palm Valley Dr 791	407-516-9708
Holmes, Michael	East Palm Valley Dr 797	314-306-3906
Martin, July & Terrance	East Palm Valley Dr 814	613-394-3507
Jackson, Joseph	East Palm Valley Dr 821	407-952-5952
Rafferty, Maryanne	East Palm Valley Dr 845	954-290-0577
Elliott, Thomas & Vicki	East Palm Valley Dr 857	954-895-1651
DelGado, Jocelyn	East Palm Valley Dr 875	407-718-7501
Ferguson, Lawrence & Nancey	East Palm Valley Dr 893	803-553-1011
Concepcion, Iris & Parra, Kevin	East Palm Valley Dr 899	646-285-1652

Danin, Diana	East Palm Valley Dr 938	407-733-2662
Dallman, Tim & Vanessa	East Palm Valley Dr 942	813-841-7830
Leckron, Jeremie	East Palm Valley Dr 968	859-326-0204
Narumiya, Patrick	East Palm Valley Dr 986	248-891-9095
Batine DeRosa, Sylvia	East Palm Valley Dr. 501	787-358-7934
Carrie, Jeannie	Jamaica Cir 3586	321-274-2183
Aguilar, Vivian	Jamaica Cir 3590	407-470-9154
Schopfer, Kurt	Jamaica Cir 3598	407-706-1336
Ruch, Christine	Jamaica Cir 3606	843-327-9015
Spencer, Betty	King Sago Ct 3842	321-301-9750
Spaulding, Arna	Lafayette Ct 429	321-512-9336
Poulliot, Dennis & Mary	Lafayette Ct 445	508-864-7455
Brownlee, Maurice & Fae	Laguna Ct 550	407-376-8637
Sosa, Jose & Iris	Laguna Ct 551	407-376-3626
Staines, Paul & Wanda	Lantania Place 1000	518-368-6875
Kettlewell, Terry & Edith	Lantania Place 1012	740-317-2617
Dalton, Bonnie	Lantania Place 1023	407-474-1567
Plympton, Katherine	Lantania Place 902	321-262-9133
smith, Roland & Shannon	Lantania Place 911	443-414-9040
Myerson, Michelle	Lantania Place 928	407-314-8325
Scannell, Rosemary	Lantania Place 936	407-448-4337
Hall, Pamela	Lantania Place 955	407-463-7667
Church, Jeffrey	Lantania Place 975	407-766-3388
Westberry, Wayne	LaPaz Cir 3630	321-295-2032
Vaughan, Jada	Madre Dr 4091	501-593-0509
Stanley, William	Monterey Dr 391	937-521-9460
Figueroa, Juan & Beatriz	Nassau Cir 3663	407-480-9424
Angel, August & Carol	Nassau Cir 3667	470-541-6567
Velazquez, Vicki	Nassau Cir 3685	407-412-4202
Saucier, Carol & Donaldson, Sherri	Needle Palm Place 3912	407-480-8972
Lascak, Matt	Needle Palm Place 3918	407-702-3818
Marrero, Aida	Needle Palm Place 3936	516-263-3670
Biason, Janice	no info in directory	
Collins, Thomas	Palm Valley Circle 3516	321-480-0704
Medina, Buenaventura & Lydia	Palm Valley Circle 3520	787-710-5164
MCDuff, Marie	Palm Valley Circle 3524	407-353-5381
Young, Joan	Palm Valley Circle 3544	937-408-1312
Wagner, Donald & Young, Joan	Palm Valley Circle 3544	937-207-8833
Cortes, Eduardo & Myriam	Palm Valley Circle 3577	352-586-3095
Vicchy, Susan	Palm Valley Circle 3578	863-669-8809

Golden, Joseph	Palm Valley Circle 3581	407-969-7135
Keeling, Karl & Heisler, William	Palm Valley Circle 3621	937-266-7589
Branvold, Bonnie	Phoenix Ln 711	707-237-0848
Gresham, Raleigh & Darlene	Phoenix Ln 717	407-716-1029
Cowan, Cheryl	Phoenix Ln 740	407-366-1172
Mikulski, Francine	Phoenix Ln 807	
Souza, Regina	Phoenix Ln 812	301-792-9562
Smith, Raul & Debbie	Phoenix Ln 830	559-972-1703
Rettig, Wayne & Pamela	Phoenix Ln 842	724-679-4965
Wendell, William & Bonnie	Phoenix Ln 861	407-416-8206
Moore, Ingrid	Phoenix Ln 879	631-525-6815
Owens, Henry & Anna	Phoenix Ln 897	407-716-2399
Quintero, Luis & Zurisk, Petro	Ponytail Palm Cir 946	407-613-7186
Kane, Gerard & Barbara	Ponytail Palm Cir 975	201-675-0439
Stroh, Linda	Ponytail Palm Cir 975	321-200-5537
Bosselman, Chester -Carol	Princess Palm Pl 731	407-542-5101
Gomez, Francisco & Rosina	Princess Palm Pl 737	407-690-7520
Luongo, Francis & Roz	Princess Palm Pl 774	860-752-9008
Kratz, Milton	Princess Palm Pl 785	914-743-0290
Bo, Timme	Princess Palm Pl 785	407-810-4076
Sanchez, Albis	Princess Palm Pl 792	727-276-4692
Collver, Jeanne	Princeton Dr 305	407-625-3829
Dumoulin, Suzanne	Princeton Dr 309	321-287-3804
Nguyen, Thi Thu Thuy & VanNovong, Vilaysack	Sabal Dr 3851	786-569-1300
Costella, Bruce & Karen	Sabal Dr 3940	407-739-4269
Rossiter, Celia	Sabal Dr 3970	740-751-9113
Christy, Karen	Sabal Dr 3975	407-683-1215
Foley, Walter	Sabal Dr 3976	815-708-1498
Lumpkins, Dorothy	Sabal Dr 3981	407-309-1930
Evans, Michael	Sabal Dr 3988	407-557-7929
Roberts, Gerald	San Juan Bay 644	386-561-9277
Roller, Barbara	San Juan Bay 652	440-223-3941
Wahrenbrock, Susan	San Juan Bay 652	805-300-8547
Spinola-Reyes, Andres	San Juan Bay 663	407-873-0689
Lopez, Justino	San Juan Bay 664	407-335-0543
Romer, Henry & Agnes	San Juan Bay 684	301-326-3605
Maxwell, Cindy	Senegal Cir 3701	407-280-4599
Wilkes, Darla	Senegal Cir 3706	407-923-9078
Gomez, Elvira	Senegal Cir 3712	407-879-4098
Howe, Bernard & Christine	Senegal Cir 3724	407-310-0857

Weber, John & Sandra	Senegal Cir 3730	630-337-0080
Brown, Sandra	Senegal Cir 3772	707-490-7662
Lopez, Heriberto & Petra	Senegal Cir 3773	786-718-7090
Ball, Daniel	Senegal Cir 3802	502-457-9017
Carrington, Rose	Senegal Cir 3809	407-365-4108
Moon, Scott & Lori	Sugar Palm Terr 4012	407-721-3571
Hamilton, Merly	Sugar Palm Terr 4030	
Demoura, Robert & Judith	Sugar Palm Terr 4042	508-345-7464
Leech, Barbara	Sugar Palm Terr 4053	407-616-9799
Stetson, Karin	Sugar Palm Terr 4059	407-748-4922
Lambert, Cathy	Sugar Palm Terr 4060	352-217-2384
Purcell, Nancy	Sugar Palm Terr 4072	954-805-6775
Cox, Elizabeth	Sugar Palm Terr 4077	870-397-0714
Petiprin, Patrick	Sugar Palm Terr 4163	407-894-6053
Benitez, Armando	Sugar Palm Terr 4169	813-841-8829
Harris, Richard & Carmen	Thatch Palm Ct 4101	407-601-1433
Walters, Michael	Thatch Palm Ct 4106	334-797-0360
DeSoto, Dawn & Joshua	Thatch Palm Ct 4119	419-357-2041

























Diana L. Danin  
938 East Palm Valley Drive  
Oviedo, FL 32765  
407-733-2662  
[jeladi1@gmail.com](mailto:jeladi1@gmail.com)

I live in Palm Valley and I stumbled upon a discrepancy that happens to new residents regarding water/sewer billing. When you sign the lease and close on your house, Palm Valley begins to bill for rent and water-sewer, on the same bill. It seems they often bill new residents for up to two months of water-sewer that actually belongs to the prior owner.

They did this to me in 2017, resulting in an overcharge of approximately \$85. At that time, I brought their billing-system-flaw to their attention and they refunded me and promised not to do it again. But they never corrected the system flaw and I recently learned they are often still overbilling. One resident that purchased in April 1, 2022 was charged for water/sewer usage from Feb 3<sup>rd</sup> to March 31<sup>st</sup> - about \$140. I'm providing copies of these bills as visual aid examples. These are just two examples of what appears to be a systemic practice.

In **just the last two years**, approximately 170 homes were sold in Palm Valley. If each of those residents were overcharged it would result in Palm Valley owing residents a combined total of between \$8500 and \$17000.

In July 2022 I contacted Hometown management about this and they "promised" they won't do it again. I asked them to go back and review their billing records for each of the new residents and **provide refunds proactively**, but they refused. Park Management and Regional Management said that if the residents want a refund, each one should write to them requesting copies of their bills and the refund, individually.

I tried to get the Public Service Commission to perform an audit, but they seem uninterested. They basically reiterated what Palm Valley said, "Have each resident send a complaint letter in to the Public Service Commission". I also tried to work with the Attorney General's office and have them investigate under the Florida Unfair and Deceptive Business Practices Act, but any company that is regulated by the Public Service Commission is **exempt** from prosecution, by the Attorney General, under that Act

Therefore, the only way for the affected residents to claim and receive their refunds is to send in the attached letter. Under the Public Service Commission rules, the utility will have 15 days to provide you with copies of your records and the refund check, if funds are owed to you.

Although I've already been compensated, I find this situation so reprehensible that I am, at my own expense, sending this packet to 170 residents that moved here in the last two years.

I hope you will join me in nudging Hometown Palm Valley into paying back each person they overcharged. The only way to do this is for each of us to individually deliver the attached letter to the park office.

Public Service Commission rules require the water company to provide copies of bills requested. For each of you, your bills will definitively determine if they owe you any money and force them to pay up. The park is required to maintain two years of billing but must provide bill copies and refunds for any customer still in their system. So even if more than two years has passed, please send in the letter anyway.

Please feel free to email or call if you have any questions or want to tell me about your refund. I hope you accept this letter in the spirit in which I write it – as an advocate for the senior citizens that live here and my neighbors.

Sincerely,  
Diana L. Danin

October , 2022

Ms. Rachel Zemke and Ms. Gena Paugh  
CWS Communities dba Palm Valley and  
Hometown Palm Valley LLC  
3700 Palm Valley Circle  
Oviedo, Fl 32765  
Via email: [rzemke@hometownamerica.net](mailto:rzemke@hometownamerica.net)  
[gpaugh@hometownamerica.net](mailto:gpaugh@hometownamerica.net)

Re: Request for copies of water/sewer bills

Dear Ms. Zemke and Ms. Paugh:

I've been told that I may have been over-billed for up to two months of water/sewer charges that should have been billed to the prior home owner and that your office is in charge of utility billing and corrections.

I closed on my house and signed my lease \_\_\_\_\_. Because water/sewer is billed back about two months, former resident's charges may have been applied to my rent/utility bills for the two months following my lease signing.

Please provide me with a copy of my rent/utility statements for (1) the month of my closing and (2) the following two months. If I was billed for water/sewer for any time before my lease's effective date, please send me a refund check for the amounts you overcharged me. See PSC Rules 25-30.335 and 25-30.350

Thank you,

\_\_\_\_\_  
Signature

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Account Number	Site/Unit	Due Date	Amount Due	Amount Paid
		May 1, 2022	\$818.13	

Palm Valley  
 3700 Palm Valley Circle  
 Oviedo, FL 32765

Please Return The Top Portion With Your Payment. "DO NOT STAPLE". Make Checks Payable to Palm Valley

**ACCOUNT SUMMARY** Due: **May 1, 2022** Office Phone **407-326-9678**

Service	Amount	Service Dates		Meter Readings		Diff	Multiplier	Usage	Units	Previous Month	
		From	To	Previous	Current					Usage	Amount
Sewer	\$42.34	03/04/2022	04/06/2022	686770	688350	1580	0.001	1.58	1000 Gals.	1.46	\$41.13
Water	\$16.42	03/04/2022	04/06/2022	686770	688350	1580	0.001	1.58	1000 Gals	1.46	\$16.08
Base Rent	\$808.00	<b>House closing and lease March 31, 2022</b>									
Irrigation	\$1.37										
Prospectus	-\$50.00										
Discount											
Prev Bal	\$0.00	<b>Refund owed from May Rent Bill for utilities from 3/4/22 to 3/30/22 = \$48.39</b>									
<b>Total Due</b>	<b>\$818.13</b>										

base sewer \$26.35  
 base water \$11.43  
 billing dates: 2/3/22 to 3/4/22  
  
 Due to customer  
 \$94.99 from April rent bill

**UTILITY DETAIL**

Sewer	Flow Volume	Rate	Total
Base Charge	-	26.35000	\$26.35
Usage	1.58	10.12000	\$15.99
Usage Over 6000 Gal	0.00	0.00000	\$0.00
<b>Subtotal</b>	1.58	-	<b>\$42.34</b>
Admin. Fee	1	0.00000	\$0.00
<b>Total</b>			<b>\$42.34</b>

Water	Usage/Vol	Rate	Total
Base Charge	-	11.43000	\$11.43
Usage	1.58	2.76000	\$4.36
<b>Subtotal</b>	1.58	-	<b>\$15.79</b>
Water Tax	\$15.79	0.04000	\$0.63
<b>Total</b>			<b>\$16.42</b>

**Palm Valley**  
**407-365-6651**

10/17/2017 12:16:09 PM

Account Number	Site/Unit	Due Date	Amount Due	Amount Paid
XXX67963	752	Nov. 1, 2017	\$724.53	

Palm Valley  
 3700 Palm Valley Circle  
 Oviedo, FL 32765

Diana Danin  
 938 E. PALM VALLEY DR.  
 Oviedo, FL 32765

Please Return The Top Portion With Your Payment. DO NOT STAPLE". Make Checks Payable to Palm Valley

**ACCOUNT SUMMARY : Site/Unit# 752 Due: Nov. 1, 2017 Office Phone 407-365-6651**

Service	Amount	Service Dates		Meter Readings		Diff	Multiplier	Usage	Units	Previous Month	
		From	To	Previous	Current					Usage	Amount
Water	\$22.16	09/08/2017	10/04/2017	266510	270410	3900	0.001	3.9	1000 Gals	1730	\$16.17
Sewer	\$63.37	09/08/2017	10/04/2017	266510	270410	3900	0.001	3.9	1000 Gals	1730	\$42.23
Base Rent	\$639.00										
Prev Bal	\$0.00										
<b>Total Due</b>	<b>\$724.53</b>										

**Even though I purchased home and signed lease on Oct 6, 2017, when Hometown Palm Valley LLC billed me for my rent for November 2017 they also billed me for water and sewer from September 8, 2017 to Oct 4, 2017. Overcharged: \$85.53 which I made them refund**

**I made them correct it back in 2017 but they are still doing this to some new residents**

**UTILITY DETAIL**

Sewer	Flow	Volume	Rate	Total
Base Facility Charge (Res Svc)	-		25.38000	\$25.38
Gallorage Charge (Res Svc)	3.90		9.74000	\$37.99
Sewer (over 6000 Gal)	0.00		0.00000	\$0.00
Subtotal	3.90		-	\$63.37
<b>Total</b>				<b>\$63.37</b>

Water	Usage/Vol	Rate	Total
Base Facility Charge (Res Svc)	-	10.97000	\$10.97
Gallorage Charge (Res Svc)	3.9	2.65000	\$10.34
Subtotal	3.9	-	\$21.31
Water Tax 4%	21.31	0.04000	\$0.85
<b>Total</b>			<b>\$22.16</b>

"EZ Pay" Program: Save time and money! No late fees! Rent is paid automatically! Stop by the office for information or [www.hometownamerica.com/ezpay](http://www.hometownamerica.com/ezpay).

**25-30.350 Underbillings and Overbillings for Water and Wastewater Service.**

(1) A utility may not backbill customers for any period greater than 12 months for any undercharge in billing which is the result of the utility's mistake.

(a) The utility shall allow the customer to pay for the unbilled service over the same time period as the time period during which the underbilling occurred or some other mutually agreeable time period. The utility shall not recover in a ratemaking proceeding, any lost revenues which inure to the utility's detriment on account of this provision.

(b) The revised bill shall be calculated on a monthly basis, assuming uniform consumption during the month(s) subject to underbilling, based on the individual customer's average usage for the time period covered by the underbilling. The monthly bills shall be recalculated by applying the tariff rates in effect for that time period. The customer shall be responsible for the difference between the amount originally billed and the recalculated bill. All calculations used to arrive at the rebilled amount shall be made available to the customer upon the customer's request.

(2) In the event of an overbilling, the utility shall refund the overcharge to the customer based on available records. If the commencement date of the overbilling cannot be determined, then an estimate of the overbilling shall be made based on the customer's past consumption.

(3) In the event of an overbilling, the customer may elect to receive the refund as a one-time disbursement, if the refund is in excess of \$20, or as a credit to future billings. Refunds for overbillings shall be disbursed pursuant to Rule 25-30.360, F.A.C.

*Rulemaking Authority 350.127(2), 367.121 FS. Law Implemented 367.091, 367.121 FS. History—New 11-10-86, Amended 6-17-13, 11-25-19.*



### **25-30.335 Customer Billing.**

(1) Except as provided in this rule, a utility must render bills to customers at regular intervals, and each bill must indicate the billing period covered; beginning and ending meter reading; the amount of the bill; the delinquent date or the date after which the bill becomes past due; and any authorized late payment charge.

(2) When a utility is unable to obtain an actual meter read, estimated bills may be provided.

(a) If the utility estimates a bill, the word "Estimated" must be prominently displayed on the face of the bill.

(b) The utility is obligated to timely correct any problems within the utility's control causing the need to estimate bills. In no event may a utility provide an estimated bill to any one customer account more than four times in any 12-month period due to circumstances that are within the utility's control and service obligations.

(c) Upon issuance of a second estimated bill in a 6-month period, the utility must provide the customer with an explicit written explanation for the estimation, along with the utility contact information and the Commission toll-free complaint number, 1(800)342-3552.

(d) The utility must maintain records for a minimum of two years, detailing the number, frequency, and causes of estimated bills, and those records must be made available upon request to the Commission or to any party to a rate proceeding for the utility.

(3) When service is rendered for less than 50 percent of the normal billing cycle, the utility must prorate the base facility charges, flat rates, or rates that include minimum usage as though the normal billing cycle were 30 days. The utility may elect to not issue an initial bill if the service is rendered for a period less than 50 percent of the normal billing cycle. Instead, the utility may elect to issue a single bill combining the amount owed for the service rendered during the initial time period with the amount owed for the next billing cycle.

(4) If a customer requests a temporary discontinuance of service or is out of residence:

(a) Utilities that have the base facility charge rate structure must continue to bill the base facility charge.

(b) Utilities that have a flat rate or a rate that includes minimum usage must bill the customer 40 percent of the flat or minimum rate contained on the applicable tariff.

(5) If a customer requests a permanent termination of service and the same customer subsequently requests service at the same location within 12 months of that termination, the utility must bill the customer the base facility charges or 40 percent of the flat rate or rates that include minimum usage for the service termination period. The customer is responsible for payment of all outstanding rates and charges for the termination period in order for service to be restored.

(6) A utility may not consider a customer delinquent in paying his or her bill until the 21st day after the utility has mailed or presented the bill for payment.

(7) A utility must establish each point of delivery as an independent customer account and must calculate the amount of the bill accordingly, except where physical conditions make it necessary to use additional meters or points of delivery for one class of service to a single customer on the same premises, or where such multiple meters or delivery points are used for the convenience of the utility.

(8) A utility may not incorporate municipal or county franchise fees into the amount indicated as the cost for service on the customer's bill. Rather, the utility must show any such franchise fee as a separate item.

(9) The utility must maintain a record of each customer's account for the most current 2 years so as to permit reproduction of the customer's bills during the time that the utility provided service to that customer.

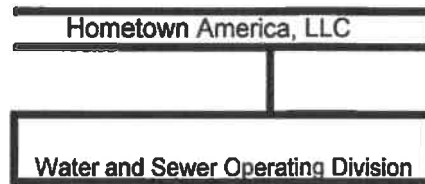
*Rulemaking Authority 350.127(2), 367.121 FS. Law Implemented 367.121 FS. History--New 9-14-74, Amended 6-21-79, Formerly 25-10.97, 25-10.097, Amended 11-10-86, 11-30-93, 6-17-13, 4-22-21.*



**PARENT / AFFILIATE ORGANIZATION CHART**

Current as of 12/31/05

Complete below an organizational chart that shows all parents and subsidiaries of the utility. The chart must also show the relationship between the utility and the affiliates listed on E-7, E-10(a) and E-10(b).



**Is this acceptable to the PSC?**

**Re: Docket 20220156 - more information reflecting lack of truthfulness by this utility in reporting and certifying statements to the PSC. See notes in red provided by Diana Danin, utility customer.**

EXHIBIT "E"

COPIES OF CERTIFICATES

BEFORE THE PUBLIC SERVICE COMMISSION

In re: Application for name change on Certificate Nos. 223-S and 277-W in Seminole County from CWS Communities LP d/b/a Palm Valley to CWS Communities LP d/b/a Palm Valley Utilities. | DOCKET NO. 040765-WS  
ORDER NO. PSC-04-1169-FOF-WS  
ISSUED: November 23, 2004

ORDER APPROVING NAME CHANGE AND CLOSING DOCKET

BY THE COMMISSION: **The only change requested and approved in 2004 was a change in the "dba" of the LP. That is distinctly different from a change in ownership from CWS Communities LP to Hometown Palm Valley LLC**

On July 21, 2004, an application was filed on behalf of CWS Communities LP d/b/a Palm Valley for authority to change the name on Certificate Nos. 277-W and 233-S from CWS Communities LP d/b/a Palm Valley to CWS Communities LP d/b/a Palm Valley Utilities. The application was filed pursuant to Rule 25-30.039, Florida Administrative Code, which provides for changes in name only, with no change in the ownership or control of the utility or its assets.

The reason given for the name change is a change in the billing system will result in a separate bill for water and wastewater utilities. A name change would distinguish the water and wastewater billing from the rent invoice. A statement was provided by the manager of Hometown Residential Manager, LLC, grandparent company of CWS Communities LP d/b/a Palm Valley, attesting to the fact that the proposed change in name will not change ownership, control or the service provided to customers. The application included documentation by the Florida Department of State, Division of Corporations, as evidence that the proposed name was registered as a Florida fictitious name effective June 25, 2004. The application contained a copy of the proposed notice to be sent to customers informing them of the name change and revised tariffs reflecting the proposed name change. A statement was provided that the original certificates were filed with the Commission as part of the filing requirements of Docket No. 030998-WS.

1. Since 2004, they never changed billing system. They continued to bill requesting payments be made to Palm Valley and not even to Palm Valley Utilities, which was the change they requested in 2004. See attached pictures of bills. In fact, CWS Communities LP did not even file for the dba Palm Valley with SOS FI until the year **2008**
2. I've lived here five years. They do not maintain separate accounts for each utility customer. The utility bill, within their system, is directly connected to the lease for the lot number..
3. That is why every new resident for the last decade has gotten overbilled for up to two months for water/sewer usage that belonged to utility's prior tenant.

Communities LP d/b/a Palm Valley to change the name on Certificate Nos. 277-W and 233-S to CWS Communities LP d/b/a Palm Valley Utilities is granted. It is further

ORDERED that CWS Communities LP's proposed customer notice is hereby approved. The notice shall be sent to all of the customers of CWS Communities LP upon receipt of this Order. It is further

**Did the 2004 notice to the customer include a statement that water/sewer would henceforth be billed separately? I bet it did not because they never intended to change their billing system and have failed to do so even after stating they would in their application to the PSC.**

DOCUMENT NUMBER-DATE

12545 NOV 23 8

**I doubt they intend to separate billing this time either because, as you should notice from attached copies of filings, they only recently filed for Hometown Palm Valley LLC (the park owner) to dba as Palm Valley in July 2022. I predict they will continue to combine water/sewer and rent bills and continue to request payment to be made to "PALM VALLEY". They are lying in this application just like they lied in the 2004 application.**

FPSC-COMMISSION CLERK



[Previous on List](#) . [Next on List](#) . [Return to List](#)

Fictitious Name Search

No Filing History

Submit

**Hometown Palm Valley LLC dba Palm Valley filed with SOS Florida July 12, 2022**

## Fictitious Name Detail

### Fictitious Name

PALM VALLEY

### Filing Information

Registration Number G22000083000  
 Status ACTIVE  
 Filed Date 07/12/2022  
 Expiration Date 12/31/2027  
 Current Owners 1  
 County SEMINOLE  
 Total Pages 1  
 Events Filed NONE  
 FEI/EIN Number 38-3140664

**Since even before Hometown Palm Valley LLC was deeded the park in jan 2019, our rent bills instructed residents to make payment to "Palm Valley" even though Hometown Palm Valley LLC failed to register the dba Palm Valley with the SOS.**

**When I pointed this out to them in my letter of July 2022, they scurried to get the dba filing in place.**

### Mailing Address

110 N. WACKER DRIVE  
 SUITE 4500  
 CHICAGO, IL 60606

### Owner Information

HOMETOWN PALM VALLEY, L.L.C.  
 110 N. WACKER DRIVE, SUITE 4500  
 CHICAGO, IL 60606  
 FEI/EIN Number: 38-3140664  
 Document Number: M18000010939

### Document Images

[07/12/2022 -- Fictitious Name Filing](#)

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**Hometown Palm Valley LLC dba Palm Valley Utilities**

## Fictitious Name Detail

### Fictitious Name

PALM VALLEY UTILITIES

### Filing Information

**Registration Number** G22000086466  
**Status** ACTIVE  
**Filed Date** 07/21/2022  
**Expiration Date** 12/31/2027  
**Current Owners** 1  
**County** SEMINOLE  
**Total Pages** 1  
**Events Filed** NONE  
**FEI/EIN Number** 38-3140664

### Mailing Address

110 N. WACKER DRIVE  
 SUITE 4500  
 CHICAGO, IL 60606

### Owner Information

HOMETOWN PALM VALLEY, L.L.C.  
 110 N. WACKER DRIVE, SUITE 4500  
 CHICAGO, IL 60606  
**FEI/EIN Number:** 38-3140664  
**Document Number:** M18000010939

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**CWS Communities LP dba Palm Valley -applied for in 2008**

## Fictitious Name Detail

### Fictitious Name

PALM VALLEY

### Filing Information

Registration Number G08018900199

Status ACTIVE

Filed Date 01/18/2008

Expiration Date 12/31/2023

Current Owners 1

County SEMINOLE

Total Pages 3

Events Filed 2

FEI/EIN Number 74-2860067

**They requested and received PSC approval in 2004 to change name from CWS Communities LP dba Palm Valley to CWS Communities LP dba Palm Valley Utilities. - according to them, so they could bill utilities separate from the rent.**

**That 2004 request makes no sense and I don't understand why or how the PSC approved it because CWS Communities LP was not allowed to use the name Palm Valley until Jan 2008 because they had failed to register that dba with the SOS Florida until Jan 2008.**

### Mailing Address

C/O HOMETOWN AMERICA 150 N. WACKER DRIVE  
SUITE 2800  
CHICAGO, IL 60606

### Owner Information

CWS COMMUNITIES LP  
150 N. WACKER DRIVE, SUITE 2800  
CHICAGO, IL 60606  
FEI/EIN Number: 74-2860067  
Document Number: B97000000725

### Document Images

[01/18/2008 -- Fictitious Name Filing](#)

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[10/05/2018 -- Fictitious Name Renewal Filing](#)

View image in PDF format

[12/13/2013 -- Fictitious Name Renewal Filing](#)

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## Fictitious Name Detail

**CWS Communities LP dba Palm Valley Utilities - filed with SOS June 2004 and they let the dba expire in 2020 - but that is because CWS Communities LP sold the utility Company to Hometown Palm Valley LLC in Jan 2019 - so it didn't matter if the dba expired.**

### Fictitious Name

PALM VALLEY UTILITIES

### Filing Information

**Registration Number** G04177700125  
**Status** EXPIRED  
**Filed Date** 06/25/2004  
**Expiration Date** 12/31/2020  
**Current Owners** 1  
**County** SEMINOLE  
**Total Pages** 3  
**Events Filed** 2  
**FEI/EIN Number** 74-2860067

### Mailing Address

150 N. WACKER DRIVE  
CHICAGO, IL 60606

### Owner Information

CWS COMMUNITIES LP  
 150 N. WACKER DRIVE  
 CHICAGO, IL 60606  
**FEI/EIN Number:** 74-2860067  
**Document Number:** B97000000725

### Document Images

[06/25/2004 -- REGISTRATION](#)

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[01/16/2015 -- Fictitious Name Renewal Filing](#)

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[09/08/2009 -- RENEWAL](#)

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Fictitious Name Search

[Filing History](#)

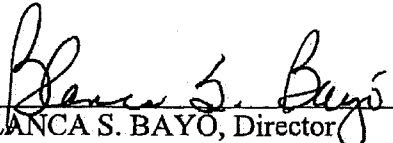
Submit



ORDERED that the revised tariffs shall become effective for services rendered on or after the stamped approval date of the tariff sheets. It is further

ORDERED this docket is hereby closed.

By ORDER of the Florida Public Service Commission this 23rd day of November, 2004.

  
\_\_\_\_\_  
BLANCA S. BAYO, Director  
Division of the Commission Clerk  
and Administrative Services

(SEAL)

MCB

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request:

- 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of the Commission Clerk and Administrative Services, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or
- 2) judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Director, Division of the Commission Clerk and Administrative Services and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

COPY OF CUSTOMER'S BILL

**Palm Valley**  
**407-365-6651**

Account Number	Homesite	Due Date	Amount Due	Amount Paid

**Palm Valley**  
 3700 Palm Valley Circle  
 Oviedo, FL 32785

**This should be Palm Valley Utilities since that is the name they are submitting to the PSC.**

**see page 1 of name change application attached**

Please Return This Portion With Your Payment. Make Checks Payable to **Palm Valley**

**ACCOUNT SUMMARY : Homesite # 1**

Service	Amount	Service Dates		Meter Reading		Usage	Units	Previous Month	
		From	To	Previous	Current			Usage	Amount
Sewer									
Water									
Base Rent									
Irrigation									
Total Due									

**UTILITY DETAIL**

Water	Usage/Vol	Rate	Total
Base Facility Charge (Res Svc)			
Gallons Charge (Res Svc)			
Subtotal			
Water Tax 4%			
Total			

Sewer	Flow Volume	Rate	Total
Base Facility Charge (Res Svc)			
Gallons Charge (Res Svc)			
Sewer (over 6000 Gal)			
Subtotal			
Total			

**WATER/WASTEWATER RATES ARE DUE AND PAYABLE WHEN RENDERED AND BECOME DELINQUENT IF NOT PAID WITHIN 20 DAYS OF THE DATE OF THIS BILL. Hometown America offers Homeowners Insurance and its Service Contract. Call 1-888-601-8192 or visit www.HometownAmerica.com**

**Palm Valley**  
 3700 Palm Valley Circle  
 Oviedo, FL 32765

**Liar, Liar.....**  
**This is not even on our bill. See copy of our actual bills attached.**

**Irrigation Charges detail for bill due:**  
 Site #: [REDACTED]

Consumption		
Read Date		
Meter Read		
Difference		
Multiplier		
Usage in 1000 gallons		

**Until I brought it to their attention in July 2022, they failed to provide meter readings, usage or rate on any bill for irrigation. They just had a line item with charges on the bill.**

**See attached actual bills.**

Component	Usage	Rate	Charge
<b>Irrigation Charge</b>			
Irrigation			
Total			

Account Number	Site/Unit	Due Date	Amount Due	Amount Paid
XXX46888	752	Oct. 1, 2022	\$830.56	

Palm Valley  
 3700 Palm Valley Circle  
 Oviedo, FL 32765

Diana Danin  
 938 E. PALM VALLEY DR.  
 Oviedo, FL 32765

**Their billing is strictly based on "site number" the land that is leased on which we put our Manufactured home that we purchase and own. They do issue a separate water bill account number. That is why new residents end up paying water bills for two months that belong to prior resident.**

Please Return The Top Portion With Your Payment. "DO NOT STAPLE" Make Checks Payable to Palm Valley

**ACCOUNT SUMMARY** Site/Unit# **752** Due: **Oct. 1, 2022** Office Phone **407-326-9678**

Service	Amount	Service Dates		Meter Readings		Diff	Multiplier	Usage	Units	Previous Month	
		From	To	Previous	Current					Usage	Amount
Irrigation	\$0.00	07/28/2022	08/31/2022	709300	709300	0	0.1	0	10 Gal	0	\$0.00
Sewer	\$35.36	08/04/2022	09/09/2022	378350	379150	800	0.001	0.8	1000 Gals.	1.64	\$44.09
Water	\$14.56	08/04/2022	09/09/2022	378350	379150	800	0.001	0.8	1000 Gals	1.64	\$17.04
Base Rent	\$780.64										
Prev Bal	\$0.00										
Total Due	\$830.56										

**UTILITY DETAIL**

Sewer	Flow Volume	Rate	Total
Base Charge	-	27.05000	\$27.05
Usage	0.80	10.39000	\$8.31
Usage Over 6000 Gal	0.00	0.00000	\$0.00
Subtotal	0.80	-	\$35.36
Admin. Fee	1	0.00000	\$0.00
<b>Total</b>			<b>\$35.36</b>

Irrigation	Usage	Rate	Total
	-	0.00000	\$0.00
N/A			\$0.00
Irrigation			\$0.00
Subtotal	0	-	\$0.00
<b>Total</b>			<b>\$0.00</b>
Water	Usage/Vol	Rate	Total
Base Charge	-	11.74000	\$11.74
Usage	0.80	2.83000	\$2.26
Subtotal	0.80	-	\$14.00
Water Tax	\$14.00	0.04000	\$0.56
<b>Total</b>			<b>\$14.56</b>

EZ Pay Program: Save time and money! No late fees! Rent is paid automatically! Stop by the office for information or [www.hometownamerica.com/ezpay](http://www.hometownamerica.com/ezpay).

Account Number	Site/Unit	Due Date	Amount Due	Amount Paid
XXX46888	752	Jun. 1, 2022	\$776.82	

Palm Valley  
 3700 Palm Valley Circle  
 Oviedo, FL 32765

Diana Danin  
 938 E. PALM VALLEY DR.  
 Oviedo, FL 32765

Please Return The Top Portion With Your Payment. "DO NOT STAPLE". Make Checks Payable to Palm Valley

**ACCOUNT SUMMARY : Site/Unit# 752 Due: Jun. 1, 2022 Office Phone 407-326-9678**

Service	Amount	Service Dates		Meter Readings		Diff	Multiplier	Usage	Units	Previous Month	
		From	To	Previous	Current					Usage	Amount
Sewer	\$39.71	04/04/2022	05/04/2022	371980	373300	1320	0.001	1.32	1000 Gals.	1.1	\$37.48
Water	\$15.67	04/04/2022	05/04/2022	371980	373300	1320	0.001	1.32	1000 Gals	1.1	\$15.05
Base Rent	\$719.21										
Irrigation	\$2.23										
Prev Bal	\$0.00										
Total Due	\$776.82										

And this is where the overbilling for each new resident comes into play. This is June rent bill. So if, just as an example, this was the first rent bill for a resident that bought their house on May 15th - because water/sewer is billed for prior months - this bill would really be for water/sewer usage by the prior tenant.

**UTILITY DETAIL**

Sewer	Flow Volume	Rate	Total
Base Charge	-	26.35000	\$26.35
Usage	1.32	10.12000	\$13.36
Usage Over 6000 Gal	0.00	0.00000	\$0.00
Subtotal	1.32	-	\$39.71
Admin. Fee	1	0.00000	\$0.00
Total			\$39.71

Water	Usage/Vol	Rate	Total
Base Charge	-	11.43000	\$11.43
Usage	1.32	2.76000	\$3.64
Subtotal	1.32	-	\$15.07
Water Tax	\$15.07	0.04000	\$0.60
Total			\$15.67

EZ Pay Program: Save time and money! No late fees! Rent is paid automatically! Stop by the office for information or [www.hometownamerica.com/ezpay](http://www.hometownamerica.com/ezpay).

*This is what it looked like before  
 I made them put irrigation  
 numbers on bill in July 2022*

Account Number	Site/Unit	Due Date	Amount Due	Amount Paid
XXX46888	752	Aug. 1, 2022	\$1,164.94	

**Palm Valley**  
 3700 Palm Valley Circle  
 Oviedo, FL 32765

**Diana Danin**  
 938 E. PALM VALLEY DR.  
 Oviedo, FL 32765

Please Return The Top Portion With Your Payment."DO NOT STAPLE". Make Checks Payable to: Palm Valley

**ACCOUNT SUMMARY : Site/Unit# 752 Due: Aug. 1, 2022 Office Phone 407-326-9678**

Service	Amount	Service Dates		Meter Readings		Diff	Multiplier	Usage	Units	Previous Month	
		From	To	Previous	Current					Usage	Amount
Irrigation	\$0.00	05/31/2022	06/28/2022	709300	709300	0	1	0	Gal	709300	\$0.00
Sewer	\$45.86	06/03/2022	07/06/2022	374900	376710	1810	0.001	1.81	1000 Gals.	1.6	\$42.66
Water	\$17.53	06/03/2022	07/06/2022	374900	376710	1810	0.001	1.81	1000 Gals	1.6	\$16.53
Base Rent	\$780.64										
Ad Valorem Tax	\$316.91										
DBR	\$4.00										
Prev Bal	\$0.00										
<b>Total Due</b>	<b>\$1,164.94</b>										

**When they submit their annual financial statement they fail to include income from the Ad Valorem Tax they collect annually from each of the 800 customers.**

**UTILITY DETAIL**

**They only started providing irrigation information beginning with Aug 2022 billing because of my July 2022 letter to them.**

Sewer	Flow Volume	Rate	Total
Base Charge	-	27.05000	\$27.05
Usage	1.81	10.39000	\$18.81
Usage Over 6000 Gal	0.00	0.00000	\$0.00
Subtotal	1.81	-	\$45.86
Admin. Fee	1	0.00000	\$0.00
<b>Total</b>			<b>\$45.86</b>

Irrigation	Usage	Rate	Total
	-	0.00000	\$0.00
N/A			\$0.00
Irrigation			\$0.00
Subtotal	0	-	\$0.00
<b>Total</b>			<b>\$0.00</b>

Water	Usage/Vol	Rate	Total
Base Charge	-	11.74000	\$11.74
Usage	1.81	2.83000	\$5.12
Subtotal	1.81	-	\$16.86
Water Tax	\$16.86	0.04000	\$0.67
<b>Total</b>			<b>\$17.53</b>

EZ Pay Program: Save time and money! No late fees! Rent is paid automatically! Stop by the office for information or [www.hometownamerica.com/ezpay](http://www.hometownamerica.com/ezpay).

Diana L. Danin  
938 East Palm Valley Drive  
Oviedo, Fl 32765  
407-733-2662  
[jeladi1@gmail.com](mailto:jeladi1@gmail.com)

Oct 10, 2022

Florida Public Service Commission  
Angela Calhoun, Chief of the Office of Consumer Assistance and Outreach  
Via email: [acalhoun@psc.state.fl.us](mailto:acalhoun@psc.state.fl.us)  
Cc: Jennifer Crawford, Attorney for objection to request under docket 20220156  
Via email: [jcrawfor@psc.state.fl.us](mailto:jcrawfor@psc.state.fl.us)  
Cc: Commissioner Art Graham  
Via email: [commissioner.graham@psc.state.fl.us](mailto:commissioner.graham@psc.state.fl.us)  
Cc: Gena Paugh, Regional Manager Hometown Palm Valley LLC/CWS Communities LP  
Via email: [gpaugh@hometownamerica.net](mailto:gpaugh@hometownamerica.net)  
CC: Rachel Zemke, Park Manager and Utility Manager  
Via email: [rzemke@hometownamerica.net](mailto:rzemke@hometownamerica.net)  
2540 Shumard Oak Blvd  
Tallahassee, Fl 32399

Re: Regulated Utility Company  
CWS Communities LP dba Palm Valley Utilities (company code WS832,  
Certificates 223S and 277W)

Dear Ms. Calhoun:

The path I've traveled on this issue started in April 2022 and has grown incredibly complicated the more I look at it. I keep saying that I feel like I am being taken down into the rabbit hole and I ask for your patience as I try to walk you through the communications that culminate with this letter.

1. Let's start with my allegation:  
CWS Communities LP dba Palm Valley Utilities (company code WS832, Certificates 223S and 277W) have, over at least the last seven years, overbilled utility customers, specifically new residents for up to two months of water/wastewater/irrigation that should have been billed to prior resident. For just the last two years, I estimate that residents are due between \$8500 and \$17,000 in overcharge refunds. It would be significantly higher if you audited for the last five to seven years.

## 2. About CWS Communities LP dba Palm Valley Utilities

- a. Until Jan 2018 this entity owned (1) the utility company and (2) manufactured home park with 800 sites (we buy the home and lease the land from the park)
- b. Utility provides water /wastewater/irrigation service by individual meter to each of the 800 Palm Valley Park leased-homesites and provides water and wastewater service to approximately 125 single family residents in the Fox Run Community adjacent to Palm Valley (not owned or leased by Palm Valley).

(note that each year the utility under-reports the number of customers served on their annual reports which leads to under-reporting revenue in their paperwork for rate increases – but that is an aside to this letter and has been reported to Jennifer Crawford)

- c. When a park resident buys their home, they simultaneously sign a land-lease and home-purchase-closing-documents. At that point, the park office begins to generate monthly bills that itemize both the rent –AND- water/wastewater/irrigation utility service. **Rent is paid in advance, but utility is paid in arrears.**

See *Document 19- Rent bill vs Water-Sewer bill dates* - provides actual utility bill dates that appeared on rent bills for the last five years.

See *Document 20- Utility overcharged \$143 example dated May 2022 .pdf*

See *Document 21- Danin 2017 Oct water bill overcharged \$85.pdf*

3. On Oct 6, 2017, I bought my home and signed my lease. I gave Palm Valley my portion of the October rent by check. Palm Valley sent the first rent bill dated Nov 1, 2017. That bill charged for water from *Sept 8, 2017 to Oct 4, 2017* – a period of time that I did not even lease or own the property. It should have been billed to the prior utility/homeowner.

I had to fight with Jolene Burns, the park manager, at the time, to get them to reverse out this overbilling but it was truly a fight with the park-manager aka utility-manager insisting I was responsible for those dates of utility service.

A few other things happened in those first months I lived here. When I was unable to access the turnoff valve by the meter for the reclaimed water, I once again found myself contacting a park-manager/utility-manager who was generally ignorant of any reasonable understanding of issues related to the utility. (aside: Jolene burns demonstrated her ignorance when she kept turning off the reclaimed water and told me that they were running low because there wasn't enough rain. She believed reclaimed water came from rain and not from processing our wastewater).

I was so frustrated by these encounters, among a host of other events, that I ultimately wrote a ridiculously long complaint letter and sent it to Gena Paugh and Lindsay Harris who were both Regional Managers for Hometown America.

See *Document 1-email and letter of Feb 21, 2018 notice to Paugh and Harris regarding overbilling water to residents.pdf* - specifically pdf pages 7-8



I offer Document 1 as proof that in Feb 2018 Hometown America LLC and CWS Communities LP (utility and Park owner) were formally advised of the issues regarding overbilling and the flaw in their billing system that results in new residents being charged incorrectly for up to two months of utility service.

I was assured back then that they would rectify the situation. I didn't give it any further thought.

4. I went along for the next five years thinking that Hometown management had surely put systems in place to prevent the staff and system from overbilling new residents. Then in 2022 several of my neighbors complained to me that they were charged, just as I was back in 2017, - for time before they even lived here.

And that, my friend, is where I took the dive into the rabbit hole. I should have simply minded my own business. But I didn't see this as a small matter, especially since many seniors who live here are on fixed incomes. So I went in search of other residents who were similarly overcharged and located several.

I encouraged them to go to the office to get a refund. But the consensus was that they didn't want to make waves because the same people we would contact for a refund from the utility are the same people that make decisions about whether we can expand our driveway, change the color of our house, among other things. They are also the same that issue warnings if we don't power wash often enough or edge our driveways or are in some way not in compliance with the various rules contained in the prospectus. The majority simply did not want to go up against park management because they feared they might be subject to retribution sometime down the line. This is a consequence to the PSC allowing the same company who controls the lease to be the company that provides the water utility.

5. I decided to act as advocate on this issue despite the fact that I'd been compensated for my overbilling back in 2017 and was not owed any money. I read your online brochure "When to call the PSC" - and learned that customers should first give the utility a chance to correct the problem.

On July 11, 2022, I sent a letter to CWS Communities LP dba Palm Valley Utilities, Hometown Palm Valley LLC and Hometown America LLC telling them of their propensity to overbill utility to new residents. I asked them to proactively review rent/utility bills for the last seven years (because that is how long I know this has been happening) and issue refund checks to the residents.

See ***Document 3- Letter to CWS and Hometown Palm Valley Final - July 11, 2022*** and I respectfully ask that you read the whole letter.

In the July 11<sup>th</sup> letter I asked them to refund everyone by September 15<sup>th</sup>. I promised that if they didn't I would report them to the PSC and the Attorney General for investigation under the unfair and deceptive trade practices act.

6. That is when the rabbit hole went deeper. Here I was thinking I was doing a good deed and I deluded myself into believing that this multi-billion dollar privately owned conglomerate would happily refund the estimated \$15,000 to \$30,000 they overbilled their senior citizen residents over the last five to seven years. I basically got stone-walled by everyone.

a. Both regional and park management told me verbally and in writing that they would not work with me to ensure the residents got their refunds. Regional manager said they took steps to see that it would not happen again. They would not investigate anything going backwards. They said that each affected resident should contact them directly to get a refund. They kept trying to get me to give them the names of the people who shared their bills with me, but I refused.

If I gave park management the examples I knew about, they could simply refund those people and then I would never know if they truly investigated and proactively refunded all those affected. I need those examples as a test to see if anything ever does get refunded.

b. John Plescow of the PSC tried to convince me that CWS Communities LP dba Palm Valley was really "NOT" a regulated utility and stated, "mobile home community residents are required to dispute with the landlord or contact the Consumer Services division of the Department of Agriculture at 1-800-helpfla". I proved him wrong by contacting USWater, the company that manages the operations of the utility, and they confirmed that CWS was a regulated utility and gave me the certificate numbers.

c. The Attorney General - LOL - well their hands are tied because you can't prosecute any company under the Florida Unfair and Deceptive Trade Practices Act if they are regulated by the Public Service Commission. So while I threatened with that, thinking surely the Attorney General's office would be an advocate for a group of 800 senior citizens, it turned into an empty threat.

7. The rabbit hole got VERY DEEP when I received the response to my July 11<sup>th</sup> letter from Gena Paugh shortly thereafter.

**See Document 4- Letter from Gena Paugh with notes from Danin in Red undated but received in July**

The letter, in summation, states:

- ❖ Park and utility have systems in place to prevent new residents from being billed for old residents utilities.
- ❖ Describes what a wonderful job their brokerage division does in selling the properties (one full page)
- ❖ Community Management is in charge of water or sewer utility fees.
- ❖ Addresses my concerns, from my July 11 letter, regarding the names of the legal entities wherein the Regional Manager

- a. believes the name of the utility is CWS Properties LP when it is CWS Utilities LP
  - b. Informs me that the utility system and operations, the land it is located on, etc was conveyed to Hometown Palm Valley LLC in January 2019.
  
8. This letter opened a whole can of worms because
  - a. Since Jan 2019 all written communication regarding rate increases were sent to customers from CWS Communities LP dba Palm Valley Utilities.
  - b. Billing instructs us to pay “Palm Valley” but the new name on the utility, Hometown Palm Valley LLC, did not register a dba of Palm Valley with the Secretary of State of Florida. They scurried to do that after receiving my letter in July 2022, three and a half years late.
  - c. And I was to learn that CWS Communities LP dba Palm Valley Utilities never filed with the PSC for authorization to change majority shareholder, never submitted their annual reports in the correct name but still got their rate increases approved, misstated the number of customers which significantly reduced their stated revenue on rate increase requests, among a whole litany of other rule violations and irregularities unrelated to my original complaint about overbilling.
  
9. I put in a request under the Freedom of Information Act and I was provided lots of information on past filings of this utility and I learned to look up information from old dockets on your website.

I learned that the utility has an open request to the PSC to approve a name change under docket 20220156. I have registered my **formal objection to this request**, reviewed and submitted comments on a myriad of documents submitted to the PSC by this utility and was granted permission to become a party of record with respect to the utilities request to change their name.

If you want to review all of my investigation conclusions regarding that challenge, they are being uploaded as part of the docket file and sent to Jennifer Crawford , Miss Watts and Ms. Rivera.

But after a month of being side-tracked down THAT rabbit hole, I am coming full circle back to my quest to get the senior citizens of Palm Valley that were over charged, refunded.

## 10. Where I stand on this issue today:

I am fully committed to seeing that anyone that has been overcharged gets refunded. I've concluded that Palm Valley Management has-not, and in my opinion, will-not, proactively investigate and refund customers that were overcharged, without being somehow forced to do so. Therefore, this issue will have to be resolved in one of the following ways:

**Choice A:** The Florida Public Service Commission will perform an audit on the utility regarding their billing of new residents. To aid in this endeavor, I took the Resident Directories from 2020 and 2022 and I compared them. I made a list of 170 senior citizens that became park residents and utility customers in just the last two years.

**See Document 22- new resident list 2021 -2022**

The PSC can initially pick names randomly and instruct the utility to send copies of the utility bills for those addresses for the first three months that they obtained service and have them provide the PSC with the lease date for that resident with proof of the lease date. Those bills will tell it all. Either they will demonstrate that this is a systemic problem or they will demonstrate that it is haphazard and isolated.

I am fairly confident that you will discover that it is systemic and has been for at least five years. If that happens, perform a full audit, charge the utility for your time, and make them show you proof that they have refunded every customer they over charged. Have information related to this matter and the results published on the PSC website for monitoring.

**Choice B:** I will, at my own expense, print and mail the attached packet of information to each of the 170 new residents. I will give them redacted copies of bills that were overcharged, and a form complaint letter to sign and turn into the Palm Valley Office requesting copies of their utility bills for the first three months of their residency and a request for a refund if they were overcharged.

**See Document 23- Palm Valley Resident Packet for Refund**

Perhaps not every single one of the 170 residents will send in their letter. But I suspect under the cover of so many people participating, the question of retaliation will become moot. The utility will have to provide copies of the bills to anyone who sends in the letter together with a check for any over charges applied WITHIN 15 days. Rule 25-30.355

11. On September 20<sup>th</sup>, Gena Paugh, Regional Vice President sent me an email stating “ I can tell you we had a call today to discuss the process for this. It will require somewhat of a manual report, so we would need more time. I cannot commit to a date at this time.”

While that email suggests that they may intend to rectify the situation, it was worded in a sufficiently vague enough way as to leave me unconvinced that they intend to act fairly. They have, after all, done nothing for over three months. Actually five years if you count my 2017 notification to them. If we allow them to delay, each month that passes could result in another month of new residents not falling into the two year billing timeline, perhaps reducing their exposure to refunds that would be required under PSC rules.

12. The following documents represent the shared communications on this matter between Diana Danin and Gena Paugh, Regional Manager Hometown America.

- Document 5- email with letter attachment - Danin to Paugh July 25
- Document 6- Danin to Paugh on 69 trademark violations - July 29  
Yes, in the process of looking at the Hometown website I discovered that they placed the registered R symbol on 67 of their 77 without actually registering those names with the US Patent and Trademark office. This is my notice to them to correct and the Registered R's disappeared from their website within a week. But I have pictures of them all if anyone doubts my veracity. I just want to demonstrate that they have no respect for rules of the USPTO or the FPSC.
- Document 7- out of office Paugh to Danin July 29 on Trademark violations
- Document 8- Danin to Hometown - follow-up to July 11 letter made on Sept 6<sup>th</sup>
- Document 9- Paugh/Hometown to Danin Sept 12 4pm – thank you note and notice that they are working with PSC on the name issue
- Document 10 -Danin to Paugh/Hometown Sept 12 9pm – Danin encourages Hometown to take the high road and make restitution
- Document 11 -Paugh/Hometown to Danin Sept 16  
Gena Paugh confirms they will not be able to confirm to me refunds made
- Document 12- Danin to Paugh/Hometown Sept 16  
Danin requests Gena Paugh to agree to some kind of deadline
- Document 13- Paugh/Hometown to Danin Sept 20 830am  
Paugh asks Danin to have residents contact office individually
- Document 14- Danin to Paugh/Hometown Sept 20 845am  
Danin refuses to provide names of residents that were overbilled
- Document 15- Paugh/hometown to Danin Sept 20 850 am  
Paugh says they are looking into account situation, that they have ensured that all who need to know the correct billing policy know it and adhere to it and asks for the names of my eight sample residents.
- Document 16- Danin to Paugh/Hometown Sept 20 940 am  
Danin accuses Hometown of only wanting to fix going forward but not wanting to lay out funds needed to repay for past billing errors.
- Document 17-Danin to Paugh/Hometown Sept 20 946am  
Danin reminds Hometown that they were told about this back in 2017 and didn't correct it. Danin, also still thinks there is some kind of magic that will happen through the Florida Unfair and Deceptive Trade Practices Act that carries a penalty of up to \$10,000 per instance ---- and encourages Hometown to consult with their attorneys thinking it would be cheaper for them to just give the residents their refunds instead of risking being fined the big bucks. LOL - how stupid I was because I did not know then thqt the FUDTPA did not apply to companies regulated by the PSC. Hometown people must have been laughing hard at me on that one.
- Document 18- Paugh/Hometown to Danin Sept 20 4pm  
Yeah, yeah, yeah – they are going to work on it but it'll take time.

13. Summary/Conclusion:

I guess between the dozen emails I sent to the staff working on docket 20220156 and this letter with its compilation of exhibits, I've pretty much said all I can say with regard to this utility and their lack of respect for and compliance with the rules governing regulated public utility companies.

I hope you will take my comments seriously. The PSC has many avenues at its disposal to penalize non-compliant utility companies. They can charge up to \$13.50 a day for failure to file annual reports and that would include failure to file the report in the correct name. From January 31, 2019 to date would be about \$18,000 in penalties. See PSC Rule 25-30.110 Please, apply that penalty charge to this utility. They deserve it for delaying three and a half years and making me have to do all this research.

You have the authority to reverse out the rate increases approved while they were not in compliance (2019, 2020, 2021 and 2022) regarding annual reports and veracity of financial information and force them to make refund adjustments to each customer. (Rule 25-30.360) Please also do this.

You have the power to audit and to require review or audited financial statements in the future. The PSC has consistently accepted their half-baked documentation with numbers so blatantly incorrect that even I, as a layperson, can find the flaws in their representations. If they state the number of customers they have incorrectly, and the number of bills generated in a year incorrectly, then revenue generated using those numbers must also be incorrect. I urge you to require CPA prepared audited financial statements going forward.

The rules require that the PSC be notified of change in ownership and change in majority control. The utility didn't miss this mark by a month or two. They missed it by three and a half years. They still would not be attempting to correct it with the PSC if I had not sent them my letter of July 11, 2022 - making them scurry around to correct all their deficiencies both with the PSC and the Department of State with respect to name filing.

And while every annual report calls for a "Parent Affiliate Organization Chart", since perhaps 2005, the utility has been allowed to submit the same INCOMPLETE document that fails to show all parents and subsidiaries of the utility.

**See Document 24- Parent Affiliate Organizational Chart in PSC Certificaton of Annual report 2021 WS832-21-AR**

On Jan 31, 2018 the utility transferred the assets and operation of the utility from CWS Community LP to Hometown Palm Valley LLC. Today they attempt to file this with the PSC as a mere name change instead of as an application for the transfer of majority organizational control. There remains no documentation in place such as operating agreements that define who the voting members are within the LLC/corporate hierarchy. If that leads ultimately to Hometown America LLC then that is fine, but that does not exempt them from providing the information as required under PSC rule.

I also do not understand how they can certify in their 2004 name change request (docket 040765) that they were going to separate out the utility billing from the rent billing, and then fail to do so for 18 years.

**See Document 25- 2004 name change docket - Schedule - certificates from 2004**

The PSC has previously cited them for not billing the park clubhouse, pool, office, irrigation for common areas or model home sites for utilities. Is anyone at the PSC auditing for that on a regular basis once you became aware of their propensity to reduce the utility revenue by not billing their own property accounts?

The PSC cited them for failure to maintain accounts and records in conformity with the 1996 NARUC Uniform Systems of Accounts (violation of PSC rule 25-30.115). The utility was asked to certify that they brought the company into compliance with NARUC yet in my search of responsive records by the utility, they fail to provide that certification. I think they should again be audited to ensure compliance with NARUC.

Perhaps the utility owner feels that because they are privately owned and because they are the largest owner of manufactured home parks in the US - 77 in total, they are exempt from compliance with the PSC rules. And this is not the only regulated utility company they operate in the state of Florida that serves one of their own manufactured home parks. Perhaps the PSC should look carefully at the reporting and financial accounting for all of them. When they are doing it here, perhaps they are also doing it in their other communities.

I would not have known about any of this, if, when I asked them to refund their customers they simply would have done the right thing. But instead they put up barriers, responded with names of entities that didn't match and dragged me into a rabbit hole where I've struggled to fit the pieces of this puzzle together.

When I go over the documents they submitted over the years, I am astounded by what I see. But I don't want to be the police on this matter. I

want everyone else to simply take charge of their part to correct this matter, especially the overbilling part.

If it will help, I will drive up to Tallahassee to meet with the Commissioners to lay out my case before them. I am certain that anyone who looks carefully at this utility, both in this instance and over the past years, will find that they have not been entirely accurate and forthcoming in their reporting.

I guess I will just have to wait and see if ANYONE actually steps up and acts on behalf of the senior residents here. We are, after all, "the public" that this Commission is supposed to serve. I'll wait to hear from you for one week. It shouldn't take longer than that to decide if an audit is forthcoming. I hope you will at least give me the courtesy of letting me know how the PSC intends to proceed so I'll know if I should begin to prepare the packets for mailing.

I appreciate your time and consideration in this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Danin", written in a cursive style.

Diana L. Danin