



Control Number: 45032



Item Number: 6

Addendum StartPage: 0

# Resilient Assets, LLC

29123 Tivoli Way, Fair Oaks Ranch, TX 78015  
832-439-3290

2015 OCT -2 PM 8:08  
September 30, 2015  
FILED CLERK

## Public Utility Commission of Texas

**Re: Docket No. 45032**

**Order No. 2**

Resilient Assets, LLC no longer owns the Remington Apartments located in Freeport, TX. The property was acquired by another entity on or about February 28<sup>th</sup>, 2015. Any complaints since that time are not complaints against this entity.

Please find some attachments to this letter. I've included my previous response to a complaint submitted by the same complainant and I've included some additional items to support my argument.

Item number 4 of the complaint is "in my lease agreement the water is not included in the rent amount..."

- The claimant only provided the first page of her lease agreement and then provided pages from a separate document titled "Community Policies Addendum". The full lease has been included in my attachment and it clearly states on page 2, paragraph 9 that the tenant is responsible for the utilities billed from the apartment complex. Within the "Community Policies Addendum" the claimant notated in item number 32 the reiteration that the "Water and Trash Utility would be billed to them with rent and they agreed to pay in a timely manner". The claimant also failed to include the "Utilities Addendum" that was referenced in that paragraph. I have included that as well.

During all business hours we have a copy of the current months' utility bills on display in the manager's office. On the copy of bills we clearly illustrate the total amount of bill, we show the 10% deducted for common area usage, we show the math illustrating how many occupants are on our rent roll and showing the totals divided by this amount to arrive at the "per resident/occupant" number. In addition to this amount, we have a fee for garbage/trash use that is applied per apartment, not occupant. Those numbers combined make up the utility portion of the tenants ledger.

Included in my attachments is the 12 months of Water/Sewer bills from the city of Freeport. I do not add any tariffs or fees to this amount. I deduct 10% (that the property pays) and pass thru the remaining amounts in the manner described in the previous paragraph.

As mentioned in the first paragraph of this response, the property has been sold for over 7 months now, so access to the original signed documents is unavailable at this time. We'd have to subpoena them if necessary, but they would confirm my assertions.

Respectfully,

Ben Meyer  
Resilient Assets, LLC

## RESILIENT ASSETS, LLC

29123 TIVOLI WAY, FAIR OAKS RANCH, TX 78015

12/26/2014

Ben Meyer  
Resilient Assets, LLC  
29123 Tivoli Way, Fair Oaks Ranch, TX 78015

Customer Protection Division  
Public Utility Commission of Texas  
RE: Complaint Number CP2014120513

### To Whom it may concern:

Upon receiving your notice of a complaint and the recommendations you supplied, we have done what you suggested and performed an internal investigation regarding issues brought up as part of the complaint. I have provided the year to date water/sewer bills from the city of Freeport. One item that I'd like to draw attention to on the water bills is that the city of Freeport increased our water/sewer rates by almost 50%. If you look at the bill dated 10/14/14 it reflects usage of 570000 gallons and a total bill of \$6137.09. Comparatively the bill dated 11/14/14 reflects usage of 580000 gallons, but the bill has increased to \$9262.25, and increase of over \$3100. I am troubled by the drastic increase myself, and we do pay 10% of the bill ourselves, so I definitely understand why the complainant is concerned and seeking answers.

We use the Texas Commission on Environmental Quality rules regarding Nonsubmetering for Apartments. The allocation method we use is the Occupancy method where we take the total bill issued to us by the city and we deduct 10% for our common area usage. The remaining 90% of the bill is divided equally by the total number of occupants on property to determine a per person rate. That rate is then multiplied by the number of occupants in each apartment. The example given in the complaint of apartment 807 and 909 as a comparison can be explained very simply; our records show that there is 1 occupant in apartment 807 and 2 occupants in apartment 909 and the bills reflect that.

The explanation is sometimes hard to explain and therefore hard to fully understand, so let me apologize as we weren't able to clearly communicate to the complainant how we allocate the water/sewer bills.

We keep a copy of each bill on location at the office with the brief calculations of how an occupant's bill is determined.

In conclusion, I completely understand the complainants concerns as I too pay the largest share of our utilities and feel that the increase imposed upon us by the city was a little too aggressive. It is a complicated issue and we field questions about it from time to time, but feel that we are following the rules set forth by the Texas Commission on Environmental Quality to the best of our abilities.

Respectfully,

Ben Meyer  
Managing Member  
Resilient Assets, LLC



200 WEST 2ND ST.  
FREEPORT, TX 77541-5773  
(979) 233-3526

RETURN  
SERVICE  
REQUESTED

PRESORTED  
FIRST CLASS MAIL  
US POSTAGE PAID 102  
FREEPORT, TX 77541  
PERMIT # 105

DESCRIPTION	PREVIOUS METER READING	PRESENT METER READING	CHANGE	AMOUNT
WATER	17210	17790	580000	4,631.71
SEWER				4,628.04
AMBULANCE				2.50
CREDIT				10.00
CURRENT AMOUNT DUE: 12/05/14 ----->				9,262.25

ACCOUNT #	STATEMENT DUE
09-0860-06	11/14/14
SERVICE FROM	SERVICE TO
10/06/14	11/05/14
IF PAID BY 5:00PM ON	CURRENT DUE
12/15/14	9,262.25

THE AMOUNTS LISTED IN THE "CURRENT DUE" SECTION  
DO NOT REFLECT PAST DUE AMOUNTS AND DUE DATES

Remington Apartments

City of Freeport



200 WEST 2ND ST.  
FREEPORT, TX 77541-5773  
(979) 233-3526

RETURN  
SERVICE  
REQUESTED

PRESORTED  
FIRST CLASS MAIL  
US POSTAGE PAID 102  
FREEPORT, TX 77541  
PERMIT # 105

DESCRIPTION	PREVIOUS METER READING	PRESENT METER READING	CHANGE	AMOUNT
WATER	16640	17210	570000	3,073.07
SEWER				3,071.52
AMBULANCE				2.50
CREDIT				10.00
CURRENT AMOUNT DUE: 11/05/14 ----->				6,137.09

ACCOUNT #	STATEMENT DUE
09-0860-06	10/14/14
SERVICE FROM	SERVICE TO
9/05/14	10/06/14
IF PAID BY 5:00PM ON	CURRENT DUE
11/12/14	6,137.09

THE AMOUNTS LISTED IN THE "CURRENT DUE" SECTION  
DO NOT REFLECT PAST DUE AMOUNTS AND DUE DATES

Remington Apartments

City of Freeport



200 WEST 2ND ST.  
FREEPORT, TX 77541-5773  
(979) 233-3526


RETURN  
SERVICE  
REQUESTED

PRESORTED  
FIRST CLASS MAIL  
US POSTAGE PAID 102  
FREEPORT, TX 77541  
PERMIT # 105

DESCRIPTION	PREVIOUS METER READING	PRESENT METER READING	CHANGE	AMOUNT
WATER	16050	16640	590000	3,180.87
SEWER				3,179.32
AMBULANCE				2.50
CREDIT				10.00
CURRENT AMOUNT DUE: 10/06/14 ----->				6,352.69

ACCOUNT #	STATEMENT DUE
09-0860-06	09/16/14
SERVICE FROM	SERVICE TO
8/05/14	9/05/14
IF PAID BY 5:00PM ON	CURRENT DUE
10/13/14	6,352.69

THE AMOUNTS LISTED IN THE "CURRENT DUE" SECTION  
DO NOT REFLECT PAST DUE AMOUNTS AND DUE DATES



**WATER UTILITIES DEPARTMENT**  
200 WEST 2ND ST.  
FREEPORT, TX 77541-5773  
(979) 233-3526

**RETURN  
SERVICE  
REQUESTED**

PRESORTED  
FIRST CLASS MAIL  
US POSTAGE PAID 182  
FREEPORT, TX 77541  
PERMIT # 105

DESCRIPTION	15460	16050	590000	AMOUNT	ACCOUNT #	STATEMENT DUE
WATER				3,180.87	09-0860-06	08/14/14
SEWER				3,179.32		
AMBULANCE				2.50	SERVICE FROM	SERVICE TO
CREDIT				10.00	7/07/14	8/05/14
CURRENT AMOUNT DUE: 09/05/14 ----->				6,352.69	IF PAID BY 5:00PM ON: CURRENT DUE	
					09/15/14	6,352.69

THE AMOUNTS LISTED IN THE "CURRENT DUE" SECTION  
DO NOT REFLECT PAST DUE AMOUNTS AND DUE DATES

Remington Operating Acct acc#09-0860-06


6,362.69

**REMINGTON APARTMENTS**

1672

City of Freeport

8/4/2014



**WATER UTILITIES DEPARTMENT**  
200 WEST 2ND ST.  
FREEPORT, TX 77541-5773  
(979) 233-3526


**RETURN  
SERVICE  
REQUESTED**

PRESORTED  
FIRST CLASS MAIL  
US POSTAGE PAID 182  
FREEPORT, TX 77541  
PERMIT # 105

DESCRIPTION	14905	15460	555000	AMOUNT	ACCOUNT #	STATEMENT DUE
WATER				2,992.22	09-0860-06	07/15/14
SEWER				2,990.67		
AMBULANCE				2.50	SERVICE FROM	SERVICE TO
CREDIT				5,985.39	6/05/14	7/07/14
CURRENT AMOUNT DUE: 08/05/14 ----->				5,985.39	IF PAID BY 5:00PM ON: CURRENT DUE	
					09/15/14	6,352.69

City of Freeport

9/8/2014



**WATER UTILITIES DEPARTMENT**  
200 WEST 2ND ST.  
FREEPORT, TX 77541-5773  
(979) 233-3526

**RETURN  
SERVICE  
REQUESTED**

PRESORTED  
FIRST CLASS MAIL  
US POSTAGE PAID 182  
FREEPORT, TX 77541  
PERMIT # 105

DESCRIPTION	15460	16050	590000	AMOUNT	ACCOUNT #	STATEMENT DUE
WATER				3,180.87	09-0860-06	08/14/14
SEWER				3,179.32		
AMBULANCE				2.50	SERVICE FROM	SERVICE TO
CREDIT				10.00	7/07/14	8/05/14
CURRENT AMOUNT DUE: 09/05/14 ----->				6,352.69	IF PAID BY 5:00PM ON: CURRENT DUE	
					09/15/14	6,352.69

THE AMOUNTS LISTED IN THE "CURRENT DUE" SECTION  
DO NOT REFLECT PAST DUE AMOUNTS AND DUE DATES

Remington Operating Acct acc#09-0860-06


6,362.69

**REMINGTON APARTMENTS**

1672

City of Freeport

8/4/2014



**WATER UTILITIES DEPARTMENT**  
200 WEST 2ND ST.  
FREEPORT, TX 77541-5773  
(979) 233-3526

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REQUESTED**

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PERMIT # 105

DESCRIPTION	14905	15460	555000	AMOUNT	ACCOUNT #	STATEMENT DUE
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SEWER				2,990.67		
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CURRENT AMOUNT DUE: 08/05/14 ----->				5,985.39	IF PAID BY 5:00PM ON: CURRENT DUE	
					09/15/14	6,352.69



200 WEST 2ND ST.  
FREEPORT, TX 77541-5773  
(979) 233-3526

RETURN  
SERVICE  
REQUESTED

PRESORTED  
FIRST CLASS MAIL  
US POSTAGE PAID 102  
FREEPORT, TX 77541  
PERMIT # 102

DESCRIPTION	AMOUNT
WATER 13860 14340 480000	2,587.97
SEWER	2,586.42
AMBULANCE	2.50
CREDIT	10.00
CURRENT AMOUNT DUE 06/05/14 ----->	5,166.89

ACCOUNT #	STATEMENT DUE
09-0860-06	05/13/14
SERVICE FROM	SERVICE TO
4/07/14	5/07/14
IF PAID BY 5:00PM ON	CURRENT DUE
06/12/14	5,166.89

THE AMOUNTS LISTED IN THE "CURRENT DUE" SECTION  
DO NOT REFLECT PAST DUE AMOUNTS AND DUE DATES

Remington Operating Acct acc#09-0860-06

5,166.89

# REMINGTON APARTMENTS

City of Freeport

200 WEST 2ND ST.  
FREEPORT, TX 77541-5773  
(979) 233-3526

RETURN  
SERVICE  
REQUESTED

PRESORTED  
FIRST CLASS MAIL  
US POSTAGE PAID 102  
FREEPORT, TX 77541  
PERMIT # 102

DESCRIPTION	AMOUNT
WATER 13350 13860 510000	2,749.67
SEWER	2,748.12
AMBULANCE	2.50
CURRENT AMOUNT DUE: 05/05/14 ----->	5,500.29

ACCOUNT #	STATEMENT DUE
09-0860-06	04/15/14
SERVICE FROM	SERVICE TO
3/05/14	4/07/14
IF PAID BY 5:00PM ON	CURRENT DUE
05/12/14	5,500.29

REMINGTON OPERATING ACCT

City of Freeport

6/2/2014

5,166.89



200 WEST 2ND ST.  
FREEPORT, TX 77541-5773  
(979) 233-3526

RETURN  
SERVICE  
REQUESTED

PRESORTED  
FIRST CLASS MAIL  
US POSTAGE PAID 102  
FREEPORT, TX 77541  
PERMIT # 102

DESCRIPTION	AMOUNT
WATER 13860 14340 480000	2,587.97
SEWER	2,586.42
AMBULANCE	2.50
CREDIT	10.00
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ACCOUNT #	STATEMENT DUE
09-0860-06	05/13/14
SERVICE FROM	SERVICE TO
4/07/14	5/07/14
IF PAID BY 5:00PM ON	CURRENT DUE
06/12/14	5,166.89

THE AMOUNTS LISTED IN THE "CURRENT DUE" SECTION  
DO NOT REFLECT PAST DUE AMOUNTS AND DUE DATES

Remington Operating Acct acc#09-0860-06

5,166.89

# REMINGTON APARTMENTS

City of Freeport

200 WEST 2ND ST.  
FREEPORT, TX 77541-5773  
(979) 233-3526


RETURN  
SERVICE  
REQUESTED

PRESORTED  
FIRST CLASS MAIL  
US POSTAGE PAID 102  
FREEPORT, TX 77541  
PERMIT # 102

DESCRIPTION	AMOUNT
WATER 13350 13860 510000	2,749.67
SEWER	2,748.12
AMBULANCE	2.50
CURRENT AMOUNT DUE: 05/05/14 ----->	5,500.29

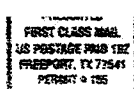
ACCOUNT #	STATEMENT DUE
09-0860-06	04/15/14
SERVICE FROM	SERVICE TO
3/05/14	4/07/14
IF PAID BY 5:00PM ON	CURRENT DUE
05/12/14	5,500.29




 200 WEST 2ND ST.  
 FREEPORT, TX 77541-5773  
 (979) 233-3526

**RETURN  
SERVICE  
REQUESTED**

DESCRIPTION	AMOUNT
WATER 12365 12895 530000	2,857.47
SEWER	2,855.92
AMBULANCE	2.50
CURRENT AMOUNT DUE: 03/05/14 ---->	5,715.89



5,715.89

THE AMOUNTS LISTED IN THE "CURRENT DUE" SECTION  
DO NOT REFLECT PAST DUE AMOUNTS AND DUE DATES

ACCOUNT #	STATEMENT DUE
09-0860-06	02/13/14
SERVICE FROM	SERVICE TO
1/06/14	2/05/14
IF PAID BY 5:00PM ON	CURRENT DUE
03/12/14	5,715.89

Remington Operating acc#09-0860-06


5,715.89

EMINGTON APARTMENTS

1457

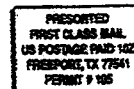
City of Freeport

2/3/2014


 200 WEST 2ND ST.  
 FREEPORT, TX 77541-5773  
 (979) 233-3526

**RETURN  
SERVICE  
REQUESTED**


DESCRIPTION	AMOUNT
WATER 11835 12365 530000	2,857.47
SEWER	2,855.92
AMBULANCE	2.50
CURRENT AMOUNT DUE: 02/05/14 ---->	5,715.89



5,715.89

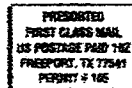
ACCOUNT #	STATEMENT DUE
09-0860-06	01/14/14
SERVICE FROM	SERVICE TO
12/05/13	1/06/14

City of Freeport


 200 WEST 2ND ST.  
 FREEPORT, TX 77541-5773  
 (979) 233-3526

**RETURN  
SERVICE  
REQUESTED**

DESCRIPTION	AMOUNT
WATER 12365 12895 530000	2,857.47
SEWER	2,855.92
AMBULANCE	2.50
CURRENT AMOUNT DUE: 03/05/14 ---->	5,715.89



5,715.89

ACCOUNT #	STATEMENT DUE
09-0860-06	02/13/14
SERVICE FROM	SERVICE TO
1/06/14	2/05/14
IF PAID BY 5:00PM ON	CURRENT DUE
03/12/14	5,715.89

THE AMOUNTS LISTED IN THE "CURRENT DUE" SECTION  
DO NOT REFLECT PAST DUE AMOUNTS AND DUE DATES

Remington Operating acc#09-0860-06


5,715.89

EMINGTON APARTMENTS

1457

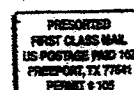
City of Freeport

2/3/2014


 200 WEST 2ND ST.  
 FREEPORT, TX 77541-5773  
 (979) 233-3526

**RETURN  
SERVICE  
REQUESTED**

DESCRIPTION	AMOUNT
WATER 11835 12365 530000	2,857.47
SEWER	2,855.92
AMBULANCE	2.50
CURRENT AMOUNT DUE: 02/05/14 ---->	5,715.89



5,715.89

ACCOUNT #	STATEMENT DUE
09-0860-06	01/14/14
SERVICE FROM	SERVICE TO
12/05/13	1/06/14

# Remington Apartments

1010 Magnolia Dr  
Freeport, TX 77541

(979) 233-4000

## AGREEMENT OF LEASE

Unit Type: \_\_\_\_\_

Apt #: \_\_\_\_\_

AGREEMENT OF LEASE made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between Remington Apartments, (hereinafter Landlord) and \_\_\_\_\_, (hereinafter Resident) JOINTLY AND SEVERALLY: The Landlord in consideration of the covenants and agreements mentioned and to be kept and performed by the Resident, have leased to the Resident the premises known as Apt. # \_\_\_\_\_, 1010 Magnolia St. Freeport, 77541 state of Texas, for a term to commence on the \_\_\_\_\_ day of \_\_\_\_\_, 2015 (Beginning Date), and to end on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (Ending Date) and to be occupied only by those adults whose signatures appear at the end of the agreement and \_\_\_\_\_ children, and no others. EACH ADULT RESIDENT MUST SUBMIT AN APPLICATION FOR APPROVAL, AND MUST SIGN THIS RENTAL AGREEMENT PRIOR TO OCCUPANCY.

Resident agrees to pay Landlord the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) dollars in installments payable in advance on the first day of each and every month of said term. The first installment of \$ \_\_\_\_\_ shall be due and payable on the date of the execution of this lease, and the second installment of \$ \_\_\_\_\_ shall be due on \_\_\_\_\_, \_\_\_\_\_. The remainder to be prepaid at the rate of \$ \_\_\_\_\_ on or before the first day of each month thereafter. Rent payments hereunder shall be made payable to Remington Apartments and delivered to the rental office (1010 Magnolia Drive, Freeport, TX 77541). This agreement does not constitute a receipt, nor imply that monies referenced have been paid.

Unlawful early move-out; reletting charge: You will be liable for a reletting charge of \$ \_\_\_\_\_ (not to exceed 85% of the highest monthly rent during the lease agreement).

### RESIDENT AGREES

1. To pay a Security Deposit of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, which shall be held by Remington Apartments during the term of this Agreement and from which shall be deducted: property damage costs (reasonable wear and tear accepted), unpaid rents, utility fees through move-out, termination fees or other charges outstanding.
2. All rents are due on the first day of the month. Rent will be deemed late as of the 6th day of the month. A \$50.00 late charge shall be imposed for all rents not received by 6:00pm on the 5<sup>th</sup> day of the month plus \$10.00 a day until paid in full. Residents shall be held liable for the costs of all legal action. In the event of the filing of legal actions, the cost of attorney fees, if any, and a \$250.00 administrative fee will be charged. A \$25.00 charge shall be imposed for any check returned unpaid plus late fees as listed above. These fees shall be imposed regardless of the reason for the returned check. All such charges shall be deemed as additional rent and due and payable as such. In the event of any check returned unpaid, Resident shall pay all further rents in the form of a cashier's check or money order. Resident authorizes Landlord to convert all payments by check to an ELECTRONIC FUNDS transaction. Resident must ensure that funds are available in Resident's bank account at the time the check is submitted for payment to the rental office.

Initials \_\_\_\_\_

Page 1 of 4

3. To accept the premises in their present condition, to maintain the same in good condition, and to surrender the premises at the termination in like condition as when taken, reasonable wear and tear acceptable.
4. To strictly follow Community policies, rules, and regulations. It is understood that violation of any of these or other terms hereon constitutes a breach of the lease sufficient to justify termination or the taking of any other action allowed by law. Common areas, swimming pools, recreation facilities and parking spaces shall be as though they were part of the leasehold premises.
5. To use the premises only as a private dwelling; to allow occupancy by no one except those named in Application and above; to obey all policies, sanitary, and other regulations, and not to assign or sublet the apartment without the prior written consent of Remington Apartments.
6. To give Manager written notice of intent to vacate at least thirty (30) days prior to the expiration of this lease. If such notice is not given, a Month-to-Month tenancy will be created subject to the same conditions contained in this lease. A thirty (30) day written notice to vacate is required from Month-to-Month residents. Rent is charged through the date that properly identified keys are returned to the rental office.
7. That this agreement may terminate before the expiration of the original term by completion of:
  - (a) Giving lesser thirty (30) days written notice, delivered to rental office or assigns.
  - (b) Paying all money due through date of termination; to be paid simultaneously with the deliverance of the thirty (30) day written notice.
  - (c) Paying a fee equal to one month's rent, paid simultaneously with the deliverance of the thirty (30) day written notice. One month's rent in this particular is herein considered a fee as consideration for termination of the Lease Agreement.
  - (d) Re-payment of any and all leasing promotions and/or discounts received in the current lease agreement period.
  - (e) Returning the apartment in a clean, ready-to-rent condition.
  - (f) Professionally clean carpet, and provide receipt, to return in move-in condition, if not satisfactory, carpet cleaning will be charged.
8. To permit Remington Apartments to enter said premises at all reasonable times, to view them or show them to parties wishing to lease, and to make improvements or necessary maintenance of the unit or building as a whole.
9. Resident agrees to pay for all the following utilities as more fully described in the Utilities Addendum:

Resident(s) agrees to transfer the publicly metered utilities in their own name at the time of move-in. Residents will be charged by Remington Apartments for applicable electricity and/or gas which is not transferred to his or her own name, in addition to late fees (see Utilities Addendum), effective the date of move-in. In addition, Residents agrees to pay water and trash by bill issued for resident by Remington Apartments. A copy of the full bill is available for review in the office.
10. To make no claim against Management, Lesser, Or Owner, who shall not be responsible to Resident for loss or damage caused by guests, other residents, or trespassers, or any damage from fire, water, sewer, elements, unless such loss or damage was the direct result of negligence of Lesser, or any other cause. **WE RECOMMEND THAT ALL RESIDENT(S) SECURE THEIR OWN INSURANCE TO PROTECT THEMSELVES FROM ANY OF THE ABOVE OCCURRENCES.**

11. In the event that Resident and/or Occupant requires Agent for Remington Apartments to provide Residents and/or Occupant access to premises after the issue of the first set of keys at the time of move-in, and /or requests or requires additional or replacement keys, Resident agrees to pay, per occurrence: \$25.00 Access Fee, and a \$10.00 Key Replacement Fee. (Re-key or change of locks will incur an additional charge). Payment to be tendered at the time service is rendered. Tenants are NOT allowed to change locks or added keyed dead bolts!
12. It is understood that this lease is a legal binding contract. Failure to comply with all provisions set forth herein may result in the institution of legal action. Resident shall be held liable for costs of all said legal action and the costs of attorney fees, if any.
13. This lease supersedes any and all previous oral agreements, commitments, and/or promises, actual or implied. This lease can not be superseded by any oral agreement, commitment, and/or promise. Any and all alterations to this lease agreement must be made in writing and signed by Manager and Resident(s).
14. **CONTRACTUAL LIEN AND PROPERTY LEFT IN APARTMENT. All property in the Apartment is (unless exempt under Section 54.042 of the Texas Property Code) subject to a contractual lien to secure payment of delinquent rent.** For this purpose, "apartment" excludes common areas but includes interior living areas and exterior patios, balconies, attached garages, and storerooms for your exclusive use.

Removal after we Exercise Lien for Rent. **If your rent is delinquent, our representative may peacefully enter the apartment and remove and/or store all property subject to lien.** Written notice of entry must be left afterwards in the apartment in a conspicuous place-plus a list of items removed. The notice must state the amount of delinquent rent and the name, address, and phone number of the person to contact about the amount owed. The notice must also state that the property will be promptly returned when the delinquent rent is fully paid. All property in the apartment is presumed to be yours unless proven otherwise.

**Removal After Surrender, Abandonment, or Eviction.** We or law officers may remove or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the apartment.

**Storage.** We will store property removed under a contractual lien. We may, but have no duty to, store property removed after judicial eviction, surrender, or abandonment of the apartment. We're not liable for casualty loss, damage, or theft except for property removed under a contractual lien. You must pay reasonable charges for our packing, removing, storing, and selling any property. We have a lien on all property removed and stored after surrender, abandonment, or judicial eviction for all sums you owe, with one exception.

**Redemption.** If we've seized and stored property under a contractual lien for rent as authorized by the Property Code, you may redeem the property by paying all delinquent rent due at the time of seizure. But if notice of sale (set forth as follows) is given before you seek redemption, you may redeem only by paying the delinquent rent and reasonable charges for packing, removing, and storing. If we've removed and stored property after surrender, abandonment, or judicial eviction, you may redeem only by paying all sums you owe, including rent, late charges, reletting charges, storage, damages, etc. We may return redeemed property at the place of storage, the management office, or the apartment (at our option). We may require payment by cash, money order, or certified check.

**Disposition or Sale.** Except for animals and property removed after the death of a sole resident, we may throw away or give to a charitable organization all items of personal property that are: (1) left in the apartment after surrender or abandonment; or (2) left outside more than 1 hour after writ of possession is executed, following judicial eviction. Animals removed after surrender, abandonment, or eviction may be kennelled or turned over to local authorities or humane societies. Property not thrown away or given to charity may be disposed of only by sale, which must be held no sooner than 30 days after written notice of date, time, and place of sale is sent by both regular mail and certified mail (return receipt requested) to your last known address. The notice must itemize the amounts you owe and the name, address, and phone number of the person to contact about the sale, the amount owed, and your right to redeem the property. Sale may be public or private, is subject to any third-party ownership or lien claims, must be to the highest cash bidder, and may be in bulk, in batches, or item-by-item. Proceeds exceeding sums owed must be mailed to you at your last known address within 30 days after sale.

15. ADDENDUMS – which are a material part of the Lease

A. NO PETS ALLOWED

B. NO SATELLITE DISH INSTALLMENTS ON PROPERTY

C.

16. OTHER CONDITIONS

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I have read the entire Lease and agree to all the terms and conditions.

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
First Resident Date

\_\_\_\_\_  
Second Resident Date

\_\_\_\_\_  
Third Resident Date

\_\_\_\_\_  
Fourth Resident

Initials\_\_\_\_\_

LEASE ADDENDUM FOR  
ALLOCATING WATER/WASTEWATER COSTS

1. Addendum. This is an addendum to the Lease Contract for Apt. No. \_\_\_\_\_ in the  
\_\_\_\_\_ Apartments, Freeport, TX 77479

2. Reason for allocation. When water and wastewater bills are paid 100 percent by the property owner, residents have no incentive to conserve water. This results in a waste of our state's natural resources and adds to the overhead of the property—and that usually means higher rents. Allocation of water bills saves money for residents because it encourages them to conserve water and wastewater. We as owners also have incentive to conserve because we are required by law to pay a portion of the total water bill(s) for the entire apartment community.

3. Your payment due date. Payment of your allocated water/wastewater bill is due 16 days after the date it is postmarked or hand delivered to your apartment. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. You will pay a late charge of 5 percent of your water/wastewater bill if we don't receive timely payment. If you are late in paying the water bill, we may not cut off your water; but we may immediately exercise all other lawful remedies, including eviction—just like late payment of rent.

4. Allocation procedures. Your monthly rent under the Lease Contract does not include a charge for water and wastewater. We may include this item as a separate and distinct charge as part of a multi-item bill. Instead, you will be receiving a separate bill from us each month for such utilities. We will allocate the monthly master meter water/wastewater bill(s) for the apartment community, based on an allocation method approved by the Texas Commission on Environmental Quality (TCEQ) and described below.

The allocation method that we will use in calculating your bill is noted below and described in the following subdivision of Section 291.124(e)(2)(A) of the TCEQ rules (check only one):

- ☒ subdivision (i) actual occupancy;
- ☐ subdivision (ii) ratio occupancy (TCEQ average for number of occupants in unit);
- ☐ subdivision (iii) average occupancy (TCEQ ave. for no. of bedrooms in unit);
- ☐ subdivision (iv) combination of occupancy and square feet of the apartment; or
- ☐ subdivision (v) submetered hot/cold water, ratio to total.

The normal date on which the utility company sends its monthly bill to us for the water/wastewater mastermeter is about the 4th day of the month.

5. Common area deduction. We will calculate your allocated share of the mastermetered water/wastewater bill according to TCEQ rules. Before calculating your portion of the bill, we will deduct for irrigation of landscaping and all other common area uses, as required by TCEQ rules.

LEASE ADDENDUM FOR  
ALLOCATING WATER/WASTEWATER COSTS

We will also deduct for any utility company base charges and customer service charges so that you won't be paying any part of such charges for vacant units. No administrative or other fees will be added to the total mastermeter water/wastewater bill(s) to be allocated unless expressly allowed by TCEQ rules. No other amounts will be included in the bill except your unpaid balances and any late fees you incur. If we fail to pay our mastermeter bill to the utility company on time and incur penalties or interest, no portion of such amounts will be included in your bill.

6. Change of allocation formula. The above allocation formula for determining your share of the mastermetered water/wastewater bill cannot be changed except as follows: (1) the new formula is one approved by the TCEQ; (2) you receive notice of the new formula at least 35 days before it takes effect; and (3) you agree to the change in a signed lease renewal or signed mutual agreement.

7. Previous average. As required under TCEQ rules, you are notified that the average monthly bill for all dwelling units in the previous calendar year was \$\_\_ per unit, varying from \$\_\_ to \$\_\_ for the lowest to highest month's bills for any unit in the apartment community for this period, if such information is available. The above amounts do not reflect future changes in utility company water rates, weather variations, total water consumption, residents' water consumption habits, etc.

8. Right to examine records. During regular weekday office hours, you may examine: (1) our water/wastewater bills from the utility company; (2) our calculations of your monthly allocations; and (3) any other information available to you under TCEQ rules. Please give us reasonable advance notice to gather the data. Any disputes relating to the computation of your bill will be between you and us.

9. TCEQ. Water allocation billing is regulated by the TCEQ, which has published a summary of the rules (called a tenant guide). A copy of this summary or a copy of the rules is attached. This addendum complies with those rules.

10. Conservation efforts. We agree to use our best efforts to repair any water leaks inside or outside your apartment no later than 7 days after learning of them. You agree to use your best efforts to conserve water and notify us of leaks.

Resident or Residents

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Date of Lease Contract

Owner or Owner's Representative

\_\_\_\_\_

# **FREEPORT WATER & SEWER RATES**

## **As of October 5, 2014**

### **WATER RATES – RESIDENTIAL**

0 – 2,000 Gallons of water  
3,000 – 12,000 Gallons of water  
13,000 – UP Gallons of water

\$11.00  
\$3.80 per thousand gallons  
\$5.00 per thousand gallons

### **WATER RATES – COMMERCIAL**

0 – 2,000 Gallons of water  
3,000 – 12,000 Gallons of water  
13,000 – UP Gallons of water

\$15.48  
\$7.223 per thousand gallons  
\$8.00 per thousand gallons

### **WATER RATES – WATER ONLY - COMMERCIAL**

0 – 2,000 Gallons of water  
3,000 – 12,000 Gallons of water  
13,000 – UP Gallons of water

\$22.11  
\$7.63 per thousand gallons  
\$10.05 per thousand gallons

### **WATER RATES - OUTSIDE CITY LIMITS**

0 - 2,000 Gallons of water  
3,000 – UP Gallons of water

\$22.11  
\$10.83 per thousand gallons

### **SEWER RATES – RESIDENTIAL**

0 – 2,000 Gallons of sewer  
3,000 – 12,000 Gallons of sewer  
(12,000 gallons is the maximum charged for sewer for residential)

\$10.00  
\$3.45 per thousand gallons

### **SEWER RATES -- COMMERCIAL**

0 – 2,000 Gallons of water  
3,000 – 12,000 Gallons of water  
13,000 – UP Gallons of water

\$13.40  
\$7.22 per thousand gallons  
\$8.00 per thousand gallons

### **MISCELLANEOUS CHARGES**

Residential Renter Deposit  
Residential Owner Deposit  
Commercial Deposit  
Apartment Deposit  
Voluntary Ambulance  
Garbage  
Extra Garbage Can

\$65.00  
\$50.00  
\$60.00  
\$35.00 per unit  
\$2.50 per month  
\$22.78 per month  
\$11.98 per month



# FREEPORT WATER & SEWER RATES

## As of October 5, 2013

### WATER RATES - RESIDENTIAL

0 - 2,000 Gallons of water	\$11.00
3,000 - 12,000 Gallons of water	\$3.80 per thousand gallons
13,000 - UP Gallons of water	\$5.00 per thousand gallons

### WATER RATES - COMMERCIAL

0 - 2,000 Gallons of water
3,000 - UP Gallons of water

\$11.55

\$5.39 per thousand gallons

*water.*  
\$5.39/1000  
Now 8./1000

### WATER RATES - OUTSIDE CITY LIMITS

0 - 2,000 Gallons of water	\$13.50
3,000 - 12,000 Gallons of water	\$5.50 per thousand gallons
13,000 - UP Gallons of water	\$7.13 per thousand gallons

*sewer*  
\$5.39/1000  
8.00/1000

### SEWER RATES - RESIDENTIAL

0 - 2,000 Gallons of sewer	\$10.00
3,000 - 12,000 Gallons of sewer	\$3.45 per thousand gallons
(12,000 gallons is the maximum charged for sewer for residential)	

### SEWER RATES - COMMERCIAL

0 - 2,000 Gallons of water	\$10.00
3,000 - UP gallons of water	\$5.39 per thousand gallons

### MISCELLANEOUS CHARGES

Residential Renter Deposit	\$65.00
Residential Owner Deposit	\$50.00
Commercial Deposit	\$60.00
Apartment Deposit	\$35.00 per unit
Voluntary Ambulance	\$2.50 per month
Garbage	\$22.78 per month
Extra Garbage Can	\$11.98 per month
Dumpster	Call Waste Management for pricing
Late Fee (charged around 13 <sup>th</sup> of the month)	\$10.00
Delinquency Fee (charged around 21 <sup>st</sup> of the month)	\$40.00
New Connect Fee	\$25.00
Disconnect Fee (finalizing service)	\$25.00
Transfer Fee	\$25.00

RECEIVED

2015 SEP -9 PM 3:40

COMPLAINT OF MARILYN  
BONIABY AGAINST THE  
REMINGTON APARTMENTS

§  
§  
§

PUBLIC UTILITY COMMISSION

PUBLIC UTILITY COMMISSION  
FILING CLERK

OF TEXAS

**ORDER NO. 2  
GRANTING COMMISSION STAFF'S REQUEST,  
ADDING RESPONDENT, AND REQUIRING RESPONSES**

**I. Background**

On August 10, 2015, Marilyn Boniaby (Complainant) filed a complaint against the Remington Apartments (Remington) regarding the failure of Remington to make water utility allocation records available for inspection consistent with Tex. Water Code § 13.5031(5) and 16 Tex. Admin. Code § 24.122(e) (TAC) and related charges.

On August 11, 2015, Order No. 1 was issued requiring responses by Remington and Public Utility Commission of Texas (Commission) Staff.

A response from Remington was not received; however, on September 8, 2015, Commission Staff filed a position. Commission Staff verified that Complainant complied with the Commission's requirements for informal resolution, under 16 TAC § 22.242, by first presenting her informal complaint to the Commission's Customer Protection Division, which concluded its investigation on July 23, 2015. Commission Staff further stated that its attempt to contact Remington was without success. Commission Staff subsequently identified that Remington has been purchased by Resilient Assets, LLC (Resilient) and provided contact information for that company. Commission Staff requested that the Resilient be added to the Commission's notice list so that a response to this complaint can be received from Remington. Commission Staff stated, without a response to this complaint from Remington, it is unable to provide further comment regarding this dispute.

Commission Staff's request to add Resilient to the service list in this proceeding is granted. As Remington's owner, Resilient is hereby added to the Commission's official service list for this proceeding and a second deadline for Remington to respond to this complaint is provided as set out below.