

Control Number: 46908



Item Number: 846

Addendum StartPage: 0



RECEIVED

November 10, 2017

Public Utility Commission of Texas
1701 N Congress PO Box 13326
Austin, Texas 78711-3326

46908

2017 DEC -4 AM 11:35
PUBLIC UTILITY COMMISSION
BILLING CLERK

Re: Tivoli- Change to Allocated Billing

Dear Ms. Benter:

This letter was prepared in anticipation of obtaining your approval for a change from submetered billing to an approved allocation billing method pursuant to Texas Water Code, Subchapter M, Sec. 13.502 (e) (1) and (2).

The Tivoli apartment community, which is located at 18950 Lina St., Dallas, TX 75287, is comprised of 190 dwelling units that have individual water submeters installed. Regrettably, the submetering system is in need of on-going repairs and has proved much too costly to maintain and repair on a regular basis and, unfortunately, it is not economically feasible for us at this time.

Tivoli currently has a submetering system in place that is obsolete and in order to make further repairs to any components the system will need to be upgraded at a cost of \$6,261.59. Please see attached maintenance proposal given to us by RealPage.

Therefore, we respectfully request your approval of a change from submetered billing to an approved allocation method due to the considerable capital that would be involved in replacing the un-serviceable submetering system. We will adhere to the additional Public Utility Commission ("PUC") requirements if our request is approved, which includes the following under reference Subchapter H, § 24.123(c).

1. We shall provide to all tenants a new lease addendum or other written agreement which provides for the allocation method, in this case a method based on occupancy
2. We shall provide to all tenants a 35-day prior written notice advising tenants of the proposed change.

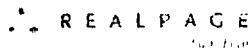
We trust the information we have provided to the PUC is sufficient in detail as to warrant approval of a change to an approved allocation method of billing. However, in the event you require additional information, please feel free to contact me.

Respectfully,

Phil Wilson
Sunchase American, Ltd.

3514 Drawbridge Parkway Greensboro, North Carolina 27410
Telephone 336.545 1291 Fax 336.282.4901
www.sunchaseamerican.com

846



RealPage Submeter Maintenance Proposal

Friday, August 18, 2017

Page 1 of 4

PROPERTY INFORMATION

Property Tivoli **Units** 168
Portfolio Pillar (Prime) Income Asset Management, Inc **MAP** No
Address 18950 Lina St, Dallas, TX 75287

Services	Electronics	Data Collector Connection	Meter Manufacturer(s)
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To authorize, please sign this RealPage Submeter Maintenance Proposal and send it via email to Submeter@RealPage.com OR fax it to (949) 250-6397. Terms and Conditions are included on the last page.

RealPage Submeter completed a quality check on your submetering system and identified some issues that need inspection and/or repair. These units may receive estimated, rather than actual, usage bills until the issues are resolved.

Please refer to the following pages for a detailed list of issues, service addresses and customer names.

PROPOSAL SUMMARY

Issue	Materials	Labor	Combined	Quantity	Total
Transmitter Inactive	\$75.00	\$23.75	\$98.75	5	\$493.75
Upgrade Property	\$4,910.00	\$380.00	\$5,290.00	1	\$5,290.00
		Subtotal			\$5,783.75
		Estimated Tax			\$432.84
		Shipping			\$45.00
		Estimated Total			\$6,261.59

Work Start Date: To Be Determined

Work Stop Date: To Be Determined

Proposal Date
8/18/2017

RealPage Submeter Owner
Stuart Baker

Approval

Phone: (800) 254-9710

Fax: (949) 250-6397

Email: Submeter@RealPage.com

RealPage Submeter Maintenance Proposal

DEFINITIONS

Meter Non-Incrementing

- Definition:

The transmitter has sent data, but there has been zero meter usage reported for the past 30 days or more. The zero usage may be valid (unit is not occupied, residents were traveling, or the utility is only used during part of the year) or it may be a hardware problem (examples include sediment in a water meter or the connection to the transmitter is not correct).

- Normal Solution(s):

The most common resolution is to replace the meter or the probe (connection between transmitter and meter) or to reconnect the wires.

Transmitter Inactive

- Definition:

A transmitter has not reported (sent data) for a period of at least 12 days or more. If a property is manually read, then the period is 60 days or more. Conditions that may cause an inactive flag include dead transmitter, expired battery, bad phone line, inclement weather, radio interference, and vegetation growth.

- Normal Solution(s):

While other scenarios are possible, it is often necessary to replace the battery (if possible) or the entire transmitter.

Transmitter Low Battery

- Definition:

For those systems with the capability, transmitters are flagged several weeks in advance when the batteries are weak and nearing the end of their useful life.

- Normal Solution(s):

Replace the battery in the transmitter.

High Usage

- Definition:

While the threshold can vary from property to property and between utility services (water, gas, electric), this flag occurs when usage increases by a significant amount (such as 50%) versus the unit's prior daily average (over the past 3 months). While high usage is often valid (excessive consumption or large number of residents per unit), potential problems include a faulty transmitter or a leak in the unit.

- Normal Solution(s):

While there are rare occasions when it is necessary to replace a transmitter or the meter, the typical solution is to test the usage (such as a bucket test for water meters) and provide the analysis to the resident / tenant.

Low Usage

- Definition:

Meters with this flag have exceptionally low usage. While there may not be an issue with the meter, it is recommended that the property manager confirm that the unit was occupied for the entire period. If occupied, then there may be a problem with the meter or the resident / tenant may not consume much of the utility.

- Normal Solution(s):

If not due to low usage, then it may be necessary to validate that the meter factor is correct or replace a faulty meter.

Vacant Usage

- Definition:

Units that are known to be vacant but display usage above a certain threshold are flagged for this issue. This threshold varies.

- Normal Solution(s):

If the property or maintenance staff cannot identify the underlying issue, such as a leak or the unit was really occupied, then the meter should be inspected to determine if it needs to be replaced.

RealPage Submeter Maintenance Proposal

Friday, August 18, 2017

Page 4 of 4

TERMS AND CONDITIONS

Terms of Sale

These terms of sale ("Agreement") shall govern the sale of the meters purchased herein and any maintenance services for the meters to be provided by Velocity Utility Solutions LLC ("Company"). A purchaser, contractor, subcontractor, owner, manager, agent for such, or their successors or assigns (collectively, the "Purchaser") shall be bound by this Agreement.

Limitation of Liability

COMPANY SHALL HAVE NO LIABILITY TO THE PURCHASER OF THE METERS OR MAINTENANCE SERVICES PROVIDED BY COMPANY FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, (INCLUDING WITHOUT LIMITATION LOSS OF REVENUE, UTILITY COST RECOUPMENT, OR PROFITS), FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING CONTRACT, TORT OR OTHERWISE, EVEN IF PURCHASER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY UNDER THIS PURCHASE ORDER EXCEED THE AMOUNT ACTUALLY RECEIVED BY COMPANY PURSUANT TO THIS PURCHASE ORDER.

Company Warranties

COMPANY PROVIDES NO WRITTEN OR ORAL WARRANTIES WHATSOEVER. COMPANY MAKES NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PURCHASED SERVICES OR METERS. COMPANY HEREBY SPECIFICALLY DISCLAIMS ANY OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE METERS OR ANY MAINTENANCE SERVICES TO BE PROVIDED BY COMPANY.

Construction

The parties agree that this Agreement was fully negotiated by and between the parties and, therefore, no part of this Agreement shall be interpreted against the party that drafted it.

Confidentiality

Confidentiality: Each of the parties agree to keep the terms of this Agreement confidential and shall not disclose such terms to any other party except on a need-to-know basis in order to carry out the terms of this Agreement as may be required by law, or upon the express written consent of the other party.

Entire Agreement

This Agreement comprises the entire agreement between the parties regarding the subject matter hereof. All prior written and or oral agreements, including any proposals not set forth herein are hereby merged into this Agreement. This Agreement shall not be modified, amended or changed except by written instrument signed by authorized representatives of both parties and designated as an amendment.

Purchaser agrees that any legal action between Company and Purchaser shall be commenced only in Texas which shall be the exclusive venue and forum.