



Control Number: 48934



Item Number: 553

Addendum StartPage: 0



Registration of Submetered OR Allocated Utility Service

NOTE: Please **DO NOT** include any person or protected information on this form (ex: tax identification #'s, social security #'s, etc.)

Date: _____
 By: _____
 Docket No. 48981
 (this number to be assigned by the
PUC after your form is filed)

PROPERTY OWNER: Do **not** enter the name of the owner's contract manager, management company, or billing company.

Name IC CITYMARK THORNBURY, LLC							
Mailing Address:	1700 W. Loop South Suite 350	City	Houston	State	TX	Zip	77027
Telephone# (AC)	7137846200	Fax # (if applicable)					
E-mail	bhead@dayrise.com						

NAME, ADDRESS, AND TYPE OF PROPERTY WHERE UTILITY SERVICE IS PROVIDED

Name THORNBURY APARTMENT HOMES							
Mailing Address:	7055 Hollister ST	City	Houston	State	Tx	Zip	77040
Telephone# (AC)	713.462.0959	Fax # (if applicable)					
E-mail	mgrthornbury@dayrise.com						

<input checked="" type="checkbox"/> Apartment Complex	<input type="checkbox"/> Condominium	<input type="checkbox"/> Manufactured Home Rental Community	<input type="checkbox"/> Multiple-Use Facility
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If applicable, describe the "multiple-use facility" here: _____

INFORMATION ON UTILITY SERVICE

Tenants are billed for	<input checked="" type="checkbox"/> Water	<input checked="" type="checkbox"/> Wastewater	Submetered OR	<input checked="" type="checkbox"/> Allocated ★★★
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Name of utility providing water/wastewater | City of Houston

Date submetered or allocated billing begins (or began) | 11/1/2005 | Required

METHOD USED TO OFFSET CHARGES FOR COMMON AREAS Check one line only.

<input type="checkbox"/> Not applicable, because	<input type="checkbox"/> Bills are based on the tenant's actual submetered consumption
<input type="checkbox"/>	<input type="checkbox"/> There are neither common areas nor an installed irrigation system

All common areas and the irrigation system(s) are metered or submetered:

We deduct the actual utility charges for water and wastewater to these areas then allocate the remaining charges among our tenants.

This property has an installed irrigation system that is **not** separately metered or submetered:

We deduct percent (**we deduct at least 25 percent**) of the utility's total charges for water and wastewater consumption, then allocate the remaining charges among our tenants.

This property has an installed irrigation system(s) that **is/are** separately metered or submetered:

We deduct the actual utility charges associated with the irrigation system(s), then deduct at least 5 percent of the utility's total charges for water and wastewater consumption, then allocate the remaining charges among our tenants.

This property does **not** have an installed irrigation system:

We deduct at least 5 percent of the retail public utility's total charges for water and wastewater consumption, and then allocate the remaining charges among our tenants.

★★★IF UTILITY SERVICES ARE ALLOCATED, YOU MUST ALSO COMPLETE PAGE TWO OF THIS FORM ★★★

Send this form by mail with a total of (3) copies to:

Filing Clerk, Public Utility Commission of Texas
 1701 North Congress Avenue
 P.O. Box 13326
 Austin, Texas 78711-3326

METHOD USED TO ALLOCATE UTILITY CHARGES

Check the box or boxes that describe the allocation method used to bill tenants.

<input checked="" type="checkbox"/>	Occupancy method: The number of occupants in the tenant's dwelling unit is divided by the total number of occupants in all dwelling units at the beginning of the month for which bills are being rendered.
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<input type="checkbox"/> Ratio occupancy method: The number of occupants in the tenant's dwelling unit is adjusted as shown in the table to the right. This adjusted value is divided by the total of these values for all dwelling units occupied at the beginning of the retail public utility's billing period.	Number of Occupants	Number of Occupants for Billing Purposes
	1	1.0
	2	1.6
	3	2.2
	>3	2.2 + 0.4 for each additional occupant

<input type="checkbox"/> Estimated occupancy method: The estimated occupancy for each unit is based on the number of bedrooms as shown in the table to the right. The estimated occupancy in the tenant's dwelling unit is divided by the total estimated occupancy in all dwelling units regardless of the actual number of occupants or occupied units.	Number of Bedrooms	Number of Occupants for Billing Purposes
	0 (Efficiency)	1
	1	1.6
	2	2.8
	3	4.0
	>3	4.0 + 1.2 for each additional bedroom

<input type="checkbox"/>	Occupancy and size of rental unit	<input type="checkbox"/> percent (in which no more than 50%) of the utility bill for water/wastewater consumption is allocated using the occupancy method checked above. The remainder is allocated according to either: <ul style="list-style-type: none"> • the size of the tenant's dwelling unit divided by the total size of all dwelling units, OR • the size of the space rented by the tenant of a manufactured home divided by the size of all rental spaces.
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<input type="checkbox"/>	Submetered hot water: The individually submetered hot water used in the tenant's dwelling unit is divided by all submetered hot water used in all dwelling units.
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<input type="checkbox"/>	Submetered cold water is used to allocate charges for hot water provided through a central system: The individually submetered cold water used in the tenant's dwelling unit is divided by all submetered cold water used in all dwelling units.
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<input type="checkbox"/>	As outlined in the condominium contract. Describe:

<input type="checkbox"/>	Size of manufactured home rental space: The size of the area rented by the tenant divided by the total area of all the size of rental spaces.
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<input type="checkbox"/>	Size of the rented space in a multi-use facility: The square footage of the space rented by the tenant divided by the total square footage of all rental spaces.
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1700 West Loop South, Suite 350 | Houston TX, 77027
713-784-6200

May 29, 2019

To whom it may concern,

We are requesting a billing methodology change at Thornbury Apartments in Houston from submetering to an allocated method using a 100% occupancy method.

The submeters need repair as they are currently a manual read and we currently have approximately \$6000 in repairs. However, all meters need to be updated to a more modern system which would result in an update of more than \$100,000.

Requested for:

Thornbury Apartments
7055 Hollister Street
Houston, TX 77040

Best Regards,

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

Bryan Head
Vice President Business Services
Dayrise Residential

Meter Repair Proposal

PROPERTY

Name	Thornbury		ID#	
Portfolio	Dayrise Residential			
Address	7055 Hollister St			
City	Houston	St	TX	ZIP 77040
Phone				
PC/Modem Phone:				
Property Manager				

System Manual	
Final Release	
Warranty Exp.	
Version	7.19.2017

Detail

Submeter Operations 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.

Invoicing will be on a parts and labor basis according to the fee schedule in this 'Not to Exceed' proposal. Submeter Operations warrants repairs for one (1) year. This includes any labor performed and all equipment that is repaired or replaced at the time of service.

The Do Not Exceed proposal is based on properties in normal condition. Circumstances that would require significant extra labor -- such as corroded piping, brittle piping, buried meters, equipment in tight crawl spaces, equipment behind dry wall, etc... -- can result in a need to re-price the service. RealPage commits to communicate any non-normal conditions as soon as possible after identification.

Submeter Operations will contact you to schedule a date and time for a Field Tech to repair these issues. Prior to the visit, Submeter Operations will provide you with a list of units to be serviced. The property will be responsible for notifying residents/tenants and having keys ready. A Post-Visit Report documenting repairs will be sent after completion of the service. If access is not granted to any designated units during the scheduled visit, a return visit may be required and will be subject to the Minimum Service Charge of \$350 for all visits.

#of Parts	Name	Cost Per		Cost
25	Norgas Versamag Cold	\$54.00		\$1,350.00
25	DigiRead Digital Counters	\$95.00		\$2,375.00
				\$0.00
				\$0.00
50	Labor	\$23.75	Labor	\$1,187.50
			Labor & Material	\$4,912.50
				\$0.00
				\$0.00
			Shipping	\$100.00
			Subtotal	\$5,012.50
			Estimated Tax	\$409.52
			Estimated Quote	\$5,422.02

Comments:

THIS QUOTE IS VALID ONLY FOR 30 DAYS STARTING FROM THE PREPARED DATE. TERMS and CONDITIONS are included on the last page of this quote.

Prepared By: Austin Piercefield

Date Prepared: 4/17/2019

****Proposal Valid for 30 days****

WORK ORDER COMPLETION

APPROVAL

Date

**Please return signed proposal via e-mail to
submeter@realpage.com or fax to 949-250-6397.**

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 Submeter Operations ("Submeter"). 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

SUBMETER SHALL HAVE NO LIABILITY TO THE PURCHASER OF THE METERS OR MAINTENANCE SERVICES PROVIDED BY SUBMETER 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 SUBMETER'S AGGREGATE LIABILITY UNDER THIS PURCHASE ORDER EXCEED THE AMOUNT ACTUALLY RECEIVED BY SUBMETER PURSUANT TO THIS PURCHASE ORDER.

Warranties

SUBMETER PROVIDES NO WRITTEN OR ORAL WARRANTIES WHATSOEVER. SUBMETER MAKES NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PURCHASED SERVICES OR METERS. SUBMETER 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 SUBMETER.

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

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 Submeter and the Purchaser and shall be commenced only in the state of Texas, which shall be the exclusive venue and forum.
