

Control Number: 48934



Item Number: 785

Addendum StartPage: 0

48934

RECEIVED

2019 SEP -3 AM 10:44

PUBLIC UTILITY COMMISSION  
FILING CLERK

August 28, 2019

Texas Public Utilities Commission  
P.O. Box 13326  
Austin, TX 78711-3326

Re: The Ravinia, Request for change in billing methodology

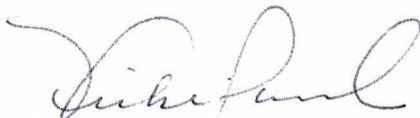
Attention:

The Ravinia is an apartment complex located at 19500 US Hwy 281 North, San Antonio, Texas, 78258. The property is currently billing residents for water and sewer charges under permit S-5264 using sub-metered reads for each unit. We have been informed by our third-party billing company that the sub-metering system is failing and in need of extensive repairs. If the repair work is not done, the system will continue to decline and we will not be able to bill residents properly.

Please see the attached quote for services to repair the system. At this time, the repair costs would place a substantial burden on the community and we're requesting that the Commission allow the property to convert to an allocation methodology.

If approved, the community will take the necessary steps to remain in compliance with all the Texas codes for billing the residents. Thank you for your consideration of this matter.

Sincerely,



Vicki Parrish  
Sr. Director, Utility Services  
Greystar Property Management  
As agent for owner

185

2/1

# RealPage Submeter Maintenance Proposal

Friday, July 12, 2019

Page 1 of 4

## PROPERTY INFORMATION

<b>Property</b>	The Ravinia Apartments #10694 (26275)	<b>Units</b>	258
<b>Portfolio</b>	Greystar Advantage Solutions (3181)	<b>MAP</b>	No
<b>Address</b>	19500 US HWY 281 NORTH, SAN ANTONIO, TX 78258		

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

Subtotal	\$45,903.50
Discount 15.00%	\$6,885.53
Shipping	\$425.00
Estimated Tax	\$3,222.49
Estimated Total	\$42,665.47

Work Start Date: To Be Determined

Work Stop Date: To Be Determined

*Full System Retrofit.*

<b>Proposal Date</b> 7/12/2019
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<b>RealPage Submeter Owner</b> Sam Millsap
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<b>Approval</b>
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Phone: (800) 254-9710

Fax: (949) 250-6397

Email: Submeter@RealPage.com

# RealPage Submeter Maintenance Proposal

Friday, July 12, 2019

Page 2 of 4

Service Address	Resident	Service	Issue Type	Manufacturer
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Property

Parts Specified for This Work Order

1 R360 / MTW Next Century Gateway

Service Address	Resident	Service	Issue Type	Manufacturer
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Property

Parts Specified for This Work Order

8 R361 / MTW Next Century Repeater

Service Address	Resident	Service	Issue Type	Manufacturer
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Property

Parts Specified for This Work Order

- 258 N201-C / MTW Next Century Poly 5/8" x 3/4" Cold Water Meter not CA approved - 7.5"L (c708) 1:10
- 258 R362 / MTW Next Century Transceiver

Invoicing will be on a parts & labor basis according to the fee schedule in this 'Not to Exceed' proposal. RealPage Submeter warrants repairs for one (1) year. This includes any labor performed & all equipment that is repaired/replaced at 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 Submeter commits to communicate any non-normal conditions as soon as possible after identification.

RealPage Submeter will contact you to schedule a date and time for a Field Technician to repair these issues. Prior to the visit, RealPage Submeter 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 the 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 Surcharge/Travel Fee of \$350 for all visits.

# RealPage Submeter Maintenance Proposal

Friday, July 12, 2019

Page 3 of 4

## 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 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, July 12, 2019

Page 4 of 4

## TERMS AND CONDITIONS

### Terms of Sale

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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 NWP Services Corporation ("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

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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

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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

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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

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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

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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 Orange County, California which shall be the exclusive venue and forum.