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DOCKET NO. 51619

SOAH DOCKET NO. 473-22-2652

COMPLAINANT'S ADDITIONAL EXHIBITS C

2/10/23

**DOCKET NO. 51619
SOAH DOCKET NO. 473-22-2652**

**COMPLAINT OF JEFF CONNORS § PUBLIC UTILITY COMMISSION
AGAINST THE GALLERY §
APARTMENTS, ROSCOE PROPERTY § OF TEXAS
MANAGEMENT, AND CONSERVICE §**

COMPLAINANT’S ADDITIONAL EXHIBITS C

I. Background

During the hearing for the case on Monday, ALJ Bailey said we have until February 10, 2023 to file additional exhibits. I have filed the attached exhibits.

They include:

1. Item 49 – Conservice’s *Response to Order 13*
2. Item 55 – Complainant’s *REPLY TO CONSERVICE’S MOTION TO DISMISS*
3. Item 101 - *The Gallery Apartments and Roscoe Property Management's Rebuttal Positions Statement and Direct Testimony*
4. Item 102 – *Conservice's Statement of Position*

*

I will email stephanie.laird@rpmliving.com, jaime.hearn@rpmliving.com, jkat@conservice.com, edmunds@hooverslovacek.com, liu@hooverslovacek.com, and phillip.lehmann@puc.texas.gov to inform them of this submission to the docket.

Respectfully submitted,
Jeff Connors

3506 Menchaca Road
Apt. 239
Austin, TX 78704
(509)990-2154
jeffc_419@hotmail.com

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CERTIFICATE OF SERVICE

I certify that, unless otherwise ordered by the presiding officer, notice of the filing of this document was provided to all parties of record on February 10, 2023 in accordance with the Order Suspending Rules filed in Project No. 50664.

/s/ Jeff Connors
Jeff Connors
Complainant

EXHIBIT C

DOCKET NO. 51619

COMPLAINT OF JEFF CONNORS	§	PUBLIC UTILITY COMMISSION
AGAINST THE GALLERY	§	
APARTMENTS, ROSCOE	§	OF TEXAS
PROPERTY MANAGEMENT, AND		
CONSERVICE		

RESPONSE TO ORDER 13

STATEMENT OF FACTS

On January 6, 2021, Conservice filed a response to the complaint of Jeff Connors arguing that the Commission is without jurisdiction over Conservice, under 16 Texas Administrative Code (TAC) § 24.285, because Conservice is a third-party utility billing company employed by the types of owners listed in 16 TAC § 24.285, not an owner that allocates and bills tenants for their utility service charges. For this reason, Conservice requested that it been dismissed from this complaint.

On April 25, 2022, the Commission filed Order No. 13 regarding the complaint of Jeff Connors because the administrative law judge found Conservice’s “one-line request” lacking evidential support. Accordingly, Commission requested that Conservice provide evidence that: (1) Conservice is a third-party biller regarding this matter; and (2) Conservice makes no billing decisions or determines the amounts to be charged for Roscoe Property Management, Gallery Apartments, or for the account of Jeff Connors.

This timely response followed.

DISCUSSION

The issues here are: (1) whether Conservice is a third-party utility billing company, which would mean the Commission is without jurisdiction over Conservice because Conservice is not an owner or landlord that allocates and bills tenants for their utility service charges; and (2) whether Conservice makes billing

decisions or determines the amounts to be charged for (a) Roscoe Property Management, (b) Gallery Apartments, or (c) for the account of Jeff Connors.

The conclusions here are: (1) Conservice is a third-party utility billing company; and (2) Conservice does not make billing decisions or determines the amounts to be charged for (a) Roscoe Property Management, (b) Gallery Apartments, or (c) for the account of Jeff Connors.

1. The Commission does not have jurisdiction over Conservice because Conservice is a third-party utility billing company.

- a. The Commission's Jurisdiction is limited to owners of apartment houses, manufactured home rental communities, other multiple use facilities, and condominium managers.

The Commission has exclusive jurisdiction for violations of Subchapter I, which relates to water utility submetering and allocation. (PUC § 24.285(a).) Specifically, “[i]f an apartment house owner, condominium manager, manufactured home rental community owner, or other multiple use facility owner violates a commission rule regarding utility costs, the person claiming the violation may file a complaint with the commission.” (PUC § 24.285(b).) Dismissal of a proceeding may be based on lack of jurisdiction. (See PUC § 22.181(d)(1).) Notably, the Commission's jurisdiction is narrowly limited to complaints against the above listed categories of property owners.

- b. Conservice is not an owner under PUC § 24.285 because Conservice is not the legal titleholder of apartment houses, manufactured home rental communities, other multiple use facilities, and condominium managers.

An “owner” is “the legal titleholder of an apartment house, a manufactured home rental community, or a multiple use facility; and any individual, firm, or corporation expressly identified in the lease agreement as the landlord of tenants in the apartment house, manufactured home rental community, or multiple use facility.” (PUC § 24.275(c)(12).) Notably, the “term [‘owner’] does not include the manager of an apartment home unless the manager is expressly identified as the landlord in the lease agreement.” (*Id.*)

An “apartment house” is a building or buildings containing five or more dwelling units that are occupied primarily for nontransient use, including a residential condominium whether rented or owner occupied, and if a dwelling unit is rented, having rent paid at intervals of one month or more. (PUC § 24.275(c)(2).) A “Condominium manager” is a condominium unit owners’ association organized under Texas Property Code §82.101¹, or an incorporated or unincorporated entity comprising the council of owners under Chapter 81, Property Code². (PUC § 24.275(c)(3).) A “manufactured home rental community” is a property on which spaces are rented for the occupancy of manufactured homes for nontransient residential use and for which rental is paid at intervals of one month or longer. (PUC § 24.275(c)(7).) A “multiple use facility” is a commercial or industrial park, office complex, or marina with five or more units that are occupied primarily for nontransient use and are rented at intervals of one month or longer.” (PUC § 24.275(c)(9).)

Conservice is not an “owner” for purposes of PUC § 24.285(b) because Conservice is not the legal titleholder of an apartment house, a manufactured home rental community, or a multiple use facility. Moreover, Conservice is not expressly identified in any lease agreement as the landlord of tenants in an apartment house, manufactured home rental community, or multiple use facility. Furthermore, Conservice is not expressly identified as the landlord in lease agreements nor is Conservice a manager of an apartment home.

Conservice does not hold legal title to an apartment house because Conservice does not own a building or buildings containing five or more dwelling units that are occupied for nontransient use, including

¹ Texas Property Code §82.101 states “the membership of the association at all times consists exclusively of all the unit owners or, following termination of the condominium, all former unit owners entitled to distribution of proceeds, or the owners’ heirs, successors, or assigns.”

² Chapter 81, Property Code defines “counsel of owners” to mean all the apartment owners in a Condominium project.

a residential condominium whether rented or owner occupied. (See PUC § 24.275(c)(2).) Therefore, Conservice is not an owner of an apartment house.

Conservice is not a condominium manager because Conservice is not a condominium unit owners' association. (See PUC § 24.275(c)(3).) Therefore, Conservice is not a condominium manager.

Conservice does not hold legal title to a manufactured home rental community because Conservice does not own a property on which spaces are rented for the occupancy of manufactured homes for non-transient residential use. (See PUC § 24.275(c)(7).) Therefore, Conservice is not an owner of a manufactured home rental community.

Conservice does not hold legal title to a commercial or industrial park, office complex, or marina with five or more units that are occupied primarily for nontransient use. (See PUC § 24.275(c)(9).) Therefore, Conservice is not the owner of a multiple use facility.

For the foregoing reasons, Conservice is not an "owner" for purposes of PUC § 24.285.

- c. Conservice is a third-party utility billing company because it manages utility billing administration on behalf of landlords.

Conservice is the largest utility management provider in the nation. Conservice is a third-party utility billing company that delivers utility management services to multifamily communities, commercial properties, single-family homes, student housing, and military housing. Conservice provides property accurate and efficient service, direct support, customized solutions, and personalized training. In other words, Conservice merely provides a tool used by owners to manage and allocate utility costs amongst tenants in accordance with PUC Rules and Regulations.

Furthermore, Conservice does not hold legal title to any of our clients' properties nor does Conservice act as a landlord; Conservice is an external third-party in the landlord-tenant relationship; and Conservice is legally distinct from our clients and their properties.

For the foregoing reasons, Conservice is a third-party utility billing company.

- d. The Commission lacks jurisdiction over Conservice because the Commission's jurisdiction is limited to owners, and Conservice is a third-party utility billing company contracted to manage utility bills and is not an owner of apartment houses, manufactured home rental communities, other multiple use facilities, or condominium managers.

Conservice seeks dismissal of this proceeding based on lack of jurisdiction because Conservice is a third-party utility billing company. Conservice is not an owner of apartment houses, manufactured home rental communities, multiple use facilities, nor is it a condominium manager. Moreover, Conservice makes no billing decisions nor determines the amounts to be charged.

Rather, Conservice is a third-party utility billing company because Conservice is contracted by owners to help assist with the management of utility billings. Conservice's services include regulatory guidance and compliance, an advanced billing and record keeping system, expert advice, and administration of billing.

Accordingly, the Commission lacks jurisdiction over Conservice, and this complaint should therefore be dismissed. (See PUC § 24.285(b); see also PUC § 22.181(d)(1).)

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2. **Conservice does not make billing decisions or determines the amounts to be charged for (a) Roscoe Property Management, (b) Gallery Apartments, or (c) for the account of Jeff Connors.**

Conservice is contracted by owners to help manage utilities at the direction of owners or property managers. In other words, Conservice works for property owners and managers to implement cost-saving solutions and increase billing and administrative efficiency. Conservice employs experts in utility billing and regulation to advise and manage our clients' accounts, but Conservice does not dictate or decide what billing methods a property owner or landlord elects to take. Similarly, Conservice does not make billing decisions or determines the amounts to be charged because such decisions and determinations are at the discretion of the owner or landlord when they decide and determine what allocation methods they want implement.

After the owner decides on an allocation method, there are not really any decisions to be made: Conservice is given service provider bills, which show the property's consumption, then Conservice uses that data to calculate and allocate consumption amongst residents in accordance with PUC Rules. Conservice only calculates bills, which is not the same as determining the amount to be charged. Determining the amount to be charged is analogous to determining what billing method to use.

CONCLUSION

Conservice is the largest utility management provider in the nation. Conservice is not an owner under PUC § 24.285 because Conservice is not the legal titleholder of apartment houses, manufactured home rental communities, other multiple use facilities, and condominium managers. Furthermore, Conservice is not explicitly stated as the landlord of tenants on any lease document. In addition, Conservice's billing practices adhere to PUC § 24.281, and Conservice calculates water and sewer bills to be sent to residents on behalf of landlords and owners. Performing calculations at the direction of an owner or landlord should be considered a nondecision. Conservice does not make billing decisions or determines the amounts to be charged for any owner, property management, landlord, or resident account. Therefore, Conservice does not

make billing decisions or determines the amounts to be charged for (a) Roscoe Property Management, (b) Gallery Apartments, or (c) for the account of Jeff Connors.

Therefore, the Commission is without jurisdiction over Conservice because Conservice is not an owner or landlord that allocates and bills tenants for their utility service charges. (See PUC § 24.285.) Conservice should be should dismissed from this complaint because dismissal of a proceeding may be based on lack of jurisdiction. (See PUC § 22.181(d)(1).) Here, there is lack of jurisdiction.

Respectfully Submitted,

Julianna Kat

By: Julianna Kat

Conservice, LLC
9950 Scripps Lake Dr. #101
San Diego, CA 92131
435-7167374
jkat@conservice.
Representative for Conservice

CERRTIFICATE OF SERVICE

I hereby certify by my signature below that a true and correct copy of the foregoing document was filed through the Interchange on this the 3rd day of May, 2022.

Julianna Kat
Julianna Kat

DOCKET 51619

REPLY TO CONSERVICE'S MOTION TO DISMISS

5/20/2022

DOCKET NO. 51619

COMPLAINT OF JEFF CONNORS § PUBLIC UTILITY COMMISSION
AGAINST THE GALLERY §
APARTMENTS, ROSCOE PROPERTY § OF TEXAS
MANAGEMENT, AND CONSERVICE §

REPLY TO CONSERVICE’S MOTION TO DISMISS

Background

On January 6, 2021, Conservice filed a response to the complaint of Jeff Connors arguing that the Commission is without jurisdiction over Conservice, under 16 Texas Administrative Code (TAC) § 24.285, because Conservice is a third-party utility billing company employed by the types of owners listed in 16 TAC § 24.285, not an owner that allocates and bills tenants for their utility service charges. For this reason, Conservice requested that it be dismissed from this complaint.

On April 25, 2022, the Commission filed Order No. 13 regarding the complaint of Jeff Connors because the administrative law judge found Conservice's “one-line request” lacking evidential support. Accordingly, Commission requested that Conservice provide evidence that: (1) Conservice is a third-party biller regarding this matter; and (2) Conservice makes no billing decisions or determines the amounts to be charged for Roscoe Property Management, Gallery Apartments, or for the account of Jeff Connors. The Commission gave the remaining parties to this proceeding until May 20, 2022 to file a response to Conservice’s motion to dismiss

On May 3, 2022, Conservice filed their response to this order and contended that: (1) Conservice is a third-party utility billing company; and (2) Conservice does not make billing decisions or

determines the amounts to be charged for (a) Roscoe Property Management, (b) Gallery Apartments, or (c) for the account of Jeff Connors.

Discussion

A. Conservice's contention that the Commission does not have jurisdiction over Conservice because Conservice is a third party utility billing company

To support this claim Conservice cites PUC § 24.285 on Complaint Jurisdiction which states:

(a) Jurisdiction. The commission has exclusive jurisdiction for violations under this subchapter.

(b) Complaints. If an apartment house owner, condominium manager, manufactured home rental community owner, or other multiple use facility owner violates a commission rule regarding utility costs, the person claiming the violation may file a complaint with the commission and may appear remotely for a hearing.

Next, Conservice cites PUC § 22.181 Dismissal of a Proceeding (d)(1) which states:

(d) Reasons for dismissal. Dismissal of a proceeding or one or more issues within a proceeding may be based on one or more of the following reasons:

(1) lack of jurisdiction;

By combining these two PUC Rules Conservice then concludes that the "Commission's Jurisdiction is limited to owners of apartment houses. manufactured home rental communities, other multiple use facilities, and condominium managers" and that Conservice ought to be dismissed as a party from the proceeding.

On closer reading though Conservice is misapplying PUC § 24.281 (d)(1) because the subject matter of the rule is the dismissal *of* a proceeding or issues *within* a proceeding, not the dismissal of a *party from* a proceeding.

The meaning of PUC § 24.285 is also being contorted by Conservice for the rule in fact states that the Commission has exclusive jurisdiction over the *complaints* that an "apartment house owner, condominium manager, manufactured home rental community owner, or other multiple

use facility owner” violated a PUC rule regarding utility costs. The rule does not state, as Conservice implies, that the only parties that can be subjected to a proceeding about that complaint be confined to an ”apartment house owner, condominium manager, manufactured home rental community owner, or other multiple use facility owner”.

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Further on in this section of Conservice’s argument Conservice also contends that “Conservice merely provides a tool used by owners to manage and allocate utility costs amongst tenants in accordance with PUC Rules and Regulations” and that “Conservice makes no billing decisions nor determines the amounts to be charged”. I’ll note that Conservice provides no hard evidence of these contentions such as a copy of the contract between them and The Gallery’s owners and/or the property managers that defines what they were actually contracted to do for The Gallery and/or Roscoe Property Management during the period in which I was overcharged.

This characterization that Conservice provides to the Commission about their role in the complex’s water billing also differs substantially with how they present themselves to tenants. For instance, attached to the end of this Reply is a snip of pages 1 and 2 of Conservice’s calculations of my water and wastewater bills for October 2019 (EVIDENCE A) that come from a document that a Roscoe Senior Regional Manager provided to the Docket in response to a request I made for the info. (The full document, *HIMBC Unit 2-239*, is found in the zip folder in Item 10 of the Docket and has the calculations for my October 2019 to January 2021 water bills.)

These calculations of my monthly water and wastewater bills have “Conservice The Utility Experts” in the header. On the first page beneath the subject title of “How is my Conservice Utility Bill Calculated?” it’s stated that “Conservice will use the number of occupants in the unit and the unit’s square footage, compared with the total square footage (of all occupied units) at the community, to *calculate* your monthly water bill.” The emphasis on ‘calculate’ is mine.

Conservice contends that they make “no billing decisions nor determines the amounts to be charged” but the Oxford Languages definition of ‘calculate’ includes “determine (the amount or number of something) mathematically”. “*Calculating* your monthly water bill” is thus the same as “*determining the amount of* your monthly bill” which equates to “determining the amounts to be charged”. More substantial than the semantics though is the fact that the results of

Conservice's calculations were the exact amount I got charged for water usage on my monthly rental bills that Conservice emailed me.

B. Conservice's contention that they do not make billing decisions or determine the amounts to be charged for (a) Roscoe Property Management, (b) Gallery Apartments, or (c) for the account of Jeff Connors

To further support these contentions Conservice claims in this next section of their argument that they are "contracted by owners to help manage utilities at the direction of owners or property managers" and that they do "not dictate or decide what billing methods a property owner or landlord elects to take". They add that "Conservice does not make billing decisions or determines the amounts to be charged because such decisions and determinations are at the discretion of the owner or landlord when they decide and determine what allocation methods they want implement" and "Conservice is given service provider bills, which show the property's consumption, then Conservice uses that data to calculate and allocate consumption amongst residents in accordance with PUC Rules". Conservice concludes their argument with the contention that "Conservice only calculates bills, which is not the same as determining the amount to be charged" and that "(d)etermining the amount to be charged is analogous to determining what billing method to use".

As I stated earlier, the Oxford Languages definition of 'calculate' includes "determine (the amount or number of something) mathematically" which is what Conservice did by using the equations that the owners of The Gallery II chose as their billing method to allocate residents' water bills and then plugging occupancy figures, which were inaccurate and understated, into those equations to determine residents' bills.

I'll also note that, contrary to Conservice's claims, they do not "allocate consumption amongst residents"; they allocate the costs of the complex's monthly water bill. As shown in EVIDENCE A, the results of their numerical calculations have '\$' signs in front of them, not *gallons* behind.

Conservice did not calculate the bills in accordance to PUC Rules either. The Gallery opted to use an allocated billing method for tenants' water and wastewater bills that deducted 25% from The Gallery II's total water costs for common area costs and then divided up half of the remaining amount to calculate the tenants' bills by their percentage of occupancy at the complex (occupants in their apartment divided by the total amount of occupants in the complex) and the other half by their percentage of occupied space (the square footage of their apartment divided

by the total square footage of all the occupied apartments in the complex). Conservice implicitly vouched for the occupancy numbers they used as you'll find on the first page of EVIDENCE A, again beneath the Conservice letterhead, in which they wrote in Column 1, rows 3 and 5 that "(h)alf of the expense is divided by the total number of occupants in your building to calculate the per occupant amount" and "(t)he other half of the provider expense will be divided by the square feet of your building to calculate the per square foot charge". But the numbers that Conservice actually used for total number of occupants and total occupied space appeared to have been made-up by someone and have no numerical relationship with the real occupancy numbers for the months that I was overcharged that Roscoe provided occupancy information for in spreadsheet *The Gallery – January to June 2020* (found in the zip folder in Item 12 of the Docket) except that they were unerringly less than them. This led to the violation of PUC Rule §24.281(e)(2)(A)(iv) and resulted in I, and presumably the rest of the Gallery II residents, being overcharged for water and wastewater.

As mentioned earlier, Conservice also emailed Gallery II residents their monthly rental bills with the monthly water and wastewater charges that Conservice calculated. I've attached a snip of the December 2019 bill that I was emailed by Conservice to this Reply (EVIDENCE B). (Copies of the December 2019 to November 2020 monthly bills that Conservice emailed me can be found in Item 1 of the Docket on pages 17 to 40 of the pdf file.)

On six of the monthly bills that Conservice emailed to Gallery II residents there were falsified water billing dates and shortened water billing cycles of 25 days that did not match with those on the corresponding City of Austin water bills to the complex, which broke PUC Rule §24.283(d)(1) and concealed that I was billed twice for the City of Austin monthly water bill that ran from 7/16/19 to 8/14/19. These dating inaccuracies occurred on our bills that Conservice emailed us even though, as noted in the first paragraph of this section, Conservice was "given service provider bills" and the City of Austin's water bills have the billing cycle's dates printed right on them.

I'll also make the point that I don't agree with Conservice that "determining the amount to be charged is analogous to determining what billing method to use" because the numbers inputted into the billing method's equations, such as the occupancy figures, are a variable and play a factor, an operative role, in mathematically determining the amount residents are charged. Put another way, the billing method does not solely determine the amounts residents are charged, in fact the billing method by itself produces no numerical amounts at all; it's just a set of equations.

Summary

I ask that the Commission deny Conservice's motion to be dismissed as a party in this complaint.

The PUC Rules which Conservice cites to support their motion, PUC § 24.285 and PUC § 22.181 (d)(1), are mischaracterized by Conservice in their arguments. PUC § 24.285 pertains to the PUC's exclusive jurisdiction over a *complaint* regarding utility costs involving a violation of PUC Rules by "an apartment house owner, condominium manager, manufactured home rental community owner, or other multiple use facility owner". It does not define the only parties that can be subjected to that complaint. PUC § 22.181 (d)(1) pertains to a dismissal *of* a proceeding or an *issue within* a proceeding, not a dismissal of a *party within* a proceeding.

Conservice also claims to the Commission that they did not determine the amount that Gallery II residents were charged for water and wastewater during the period of my complaint but Conservice provides no hard evidence to support this contention such as a contract between them and the Gallery II owners and/or Roscoe Property Management that details exactly what they were hired to do by them. Conservice's documentation of their calculations of my monthly water bills and the fact that I was charged those precise amounts on the monthly bills they emailed me contradicts their contention that they did not determine the amounts I was charged.

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This complaint was brought to the PUC because I was overcharged for a public utility by my apartment complex and numerous PUC rules were violated in that process which gives the PUC exclusive jurisdiction over these proceedings. Conservice played an integral role in the violation of several of those PUC Rules and in overcharging me, and presumably all Gallery II residents, during the period of my complaint. Somehow somehow Conservice ended up using understated occupancy numbers in their calculations of tenants' bills and emailing monthly bills to tenants with falsified water billing dates. It's my position that they ought to be a party in this complaint and explain how that happened.

*

I will email frontdesk@roscoeproperties.com, jkat@conservice.com, and liu@hooverslovacek.com to inform them of this submission to the docket.

Respectfully submitted,

Jeff Connors

3506 Menchaca Road

Apt. 239

Austin, TX 78704

(509)990-2154

jeffc_419@hotmail.com

EVIDENCE A



Dear [The Gallery] Resident,

The ever-increasing cost of utilities, tied with the impact utility consumption has on the environment, has made conservation an important concern at [The Gallery]. When residents are aware of their utility usage, they will be more likely to conserve. Because of this, you will be billed for your utility usage each month.

When it comes to the billing of utility costs, we all want to ensure that utility usage is billed accurately and fairly. That's why [The Gallery] is a direct customer of Conservice, a worldwide leader in utility billing for the [Water/Sewer] utilities consumed by residents. The utility providers send bills to [The Gallery] which include charges for [Water/Sewer] that you consume in your apartment. These utility costs are passed on to our residents through Conservice. You will receive a utility bill from Conservice every month.

How is my Conservice Utility Bill Calculated?

[Post Month 10/2019]

Water Charges

Your water charges are calculated based on local utility provider bills. Conservice will take the monthly charges and subtract the designated common area deduction amount. A common area deduction occurs when a property decides to pay for commonly used areas (i.e., leasing office, fitness center, pool, etc.). After the common area expense has been removed, Conservice will use the number of occupants in the unit and the unit's square footage, compared with the total square footage (of all occupied units) at the community, to calculate your monthly water bill.

A 25% common area deduction is subtracted from the total water charge for your building to calculate the amount that will be allocated to residents.	$\$828.37 - \$207.09 = \$621.28$
The adjusted expense is divided in half.	$\$621.28 / 2 = \310.64
Half of the expense is divided by the total number of occupants in your building to calculate the per occupant amount.	$\$310.64 / 78 \text{ occupants} = \$3.98 \text{ per occupant}$
If your apartment has 2 occupants, the per occupant charge will be multiplied by 2 to calculate your total monthly occupant charge.	$\$3.98 \times 1 \text{ occupants} = \3.98
The other half of the provider expense will be divided by the square feet of your building to calculate the per square foot charge.	$\$310.64 / 42459 \text{ square feet} = \$0.007316 \text{ per square foot}$
The per square foot charge will be multiplied by the square footage of your unit to calculate your total monthly square footage charge.	$\$0.007316 \times 694 \text{ square feet} = \5.08

service@conservice.com

750 S. Gateway Drive River Heights, UT 84321

conservice.com


Your monthly occupant charge will then be added to your monthly square footage charge to calculate your total monthly water charge.	$\$3.98 + \$5.08 = \$9.06$
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Sewer Charges

Your sewer charges are calculated based on local utility provider bills. Conservice will take the monthly charges and subtract the designated common area deduction amount. A common area deduction occurs when a property decides to pay for commonly used areas (i.e., leasing office, fitness center, pool, etc.). After the common area expense has been removed, Conservice will use the number of occupants in the unit and the unit's square footage, compared with the total square footage (of all occupied units) at the community, to calculate your monthly sewer bill.

A 25% common area deduction is subtracted from the monthly expense to calculate the amount that will be allocated to residents.	$\$987.00 - \$246.75 = \$740.75$
The adjusted expense is divided in half.	$\$740.75 / 2 = \370.13
Half of the expense is divided by the total number of occupants at your community to calculate the per occupant amount.	$\$370.13 / 78 \text{ occupants} = \$4.75 \text{ per occupant}$
If your apartment has 2 occupants, the per occupant charge will be multiplied by 2 to calculate your total monthly occupant charge.	$\$4.75 \times 2 \text{ occupants} = \9.50
The other half of the provider expense will be divided by the square feet in your community to calculate the per square foot charge.	$\$370.13 / 42459 \text{ square feet} = \$0.008717 \text{ per square foot}$
The per square foot charge will be multiplied by the square footage of your unit to calculate your total monthly square footage charge.	$\$0.008717 \times 694 \text{ square feet} = \6.05
Your monthly occupant charge will then be added to your monthly square footage charge to calculate your total monthly sewer charge.	$\$9.50 + \$6.05 = \$15.55$

EVIDENCE B

 Conserve <ebill@conserve-mall.com>
Mon 11/12/2019 7:44 AM
To: You



Your utility statement due on 12/01/2019 is ready. A summary of your charges is below, for the account number ending in 2691. To view the bill or see payment options, please click below.

We see that you have not logged in to our site. Before you can access your utility information, please click 'View Statement' and register your account using the pin: 7634. To view the bill or see payment options, please click below.

Current Rent and Lease Charges

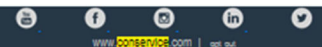
SERVICE TYPE	SERVICE PERIOD	CHARGES
Rent	12/01/2019 - 12/31/2019	\$1,050.00
Rent and Leasing Charges Due 12/01/2019		\$1,050.00

Current Utility Charges

SERVICE TYPE	SERVICE PERIOD	CHARGES
Water Base Charge 2	10/03/2019 - 10/29/2019	\$3.56
Drainage 5	10/03/2019 - 10/29/2019	\$12.53
Pest Control	12/01/2019 - 12/31/2019	\$5.00
Sewer Base 2	10/03/2019 - 10/29/2019	\$0.10
Sewer 4	10/03/2019 - 10/29/2019	\$11.90
Trash	12/01/2019 - 12/31/2019	\$9.00
Trash Admin Fee	Conserve is a service provider contracted to prepare monthly statements and provide residents with conservation resources.	\$3.00
Valet Trash	12/01/2019 - 12/31/2019	\$25.00
Water 4	10/03/2019 - 10/29/2019	\$13.31
Current Utility Charges due	the later of 16 days after the statement date listed above or 12/01/2019	\$83.40
Total Current Charges		\$1,133.40
Prior Balance		\$0.00
Grand Total Due		\$1,133.40

[VIEW STATEMENT](#)

[ENROLL IN CONSERVISE ENERGY](#)



www.conserve.com | app store
Please do not reply to this e-mail if you need to contact Conserve, please call toll-free 1-866-947-7379.

[Reply](#) | [Forward](#)

DOCKET NO. 51619

COMPLAINT OF JEFF CONORS § PUBLIC UTILITY COMMISSION
AGAINST THE GALLERY §
APARTMENTS, ROSCOE PROPERTY § OF TEXAS
MANAGEMENT, AND CONSERVICE §

**THE GALLERY APARTMENTS AND ROSCOE PROPERTY MANAGEMENT'S
REBUTTAL POSITION STATEMENT AND DIRECT TESTIMONY**

The Gallery Apartments and Roscoe Property Management ("RPM") (collectively, the "Respondent") respectfully submit this rebuttal position statement and Direct Testimony.

REBUTTAL POSITION STATEMENT

1. Mr. Connors claims he was overbilled \$85.06. PUC Direct Testimony claims Mr. Connors was overbilled \$74.47. PUC and Mr. Connors both claim he has not been provided with the "total amount billed to all tenants" as required by 16 TAC § 24.277(e)(8).

2. **Overbilling** – PUC Direct testimony concludes that the Respondents allocated customer service charges to its tenants and, without explaining their calculation, conclude that this resulted in Mr. Connors being overbilled by \$74.47. This is demonstrably false.

Total Consumption in Gallons		258900
City of Austin Water - Multi-Family		
Customer Charge	.....	\$75.10
Fixed Charge	.....	\$292.00
258,900 Gallons at \$4.53 per 1,000 - Off Peak	.....	\$1,172.82
258,900 Gallons at \$0.15 per 1,000 - Water Community Benefit Charge	.....	\$38.84
258,900 Gallons at \$0.05 per 1,000 - Reserve Fund Surcharge	.....	\$12.95
Private Hydrant Fee 2 @ \$2.50 ea	.....	\$5.00
TOTAL CURRENT CHARGES	.....	\$1,596.71

A 25% common area deduction is subtracted from the total water charge for your building to calculate the amount that will be allocated to residents.

\$1224.61 - \$306.15 = \$918.46

As you can see, in this example, a total of \$1,224.61 was allocated to tenants. This NEVER included service charges, fixed charges, or hydrant charges. It was strictly water and

wastewater suage. The same is true on each and every bill. The assertion that customer service charges were included in the amounts allocated to tenants is simply false.

1) The PUC's overbilling calculation of \$74.47 is based on the false premise that customer service charges were billed to Mr. Conners. The interest calculation on that amount is equally invalid.

2) Notwithstanding the fact that this overbilling allegation is inaccurate, to avoid needless waste of public and private resources, Respondent paid Mr. Conners' \$85.06. What is even left to decide here?

3. **"Total amount billed to all tenants"** – The other issue in this case is that Mr. Conners was not provided with the "total amount billed to all tenants" as required by 16 TAC § 24.277(e)(8). In fact, this was repeated in the PUC Direct Testimony. **But, this is also not true. This issue is just as moot as the issue of overpayment.**

1) The "total amount billed to all tenants" as required by Section 24.277(e)(8) was provided to Conners on January 5, 2021. Over two years ago!

2) It was provided to him again when it was filed into this court on October 4, 2021. Over 15 months ago!

3) **It is located on pages bates labeled RPM000139 – 170. It looks like this:**

A 25% common area deduction is subtracted from the total water charge for your building to calculate the amount that will be allocated to residents.	$\$1873.08 - \$468.27 = \$1404.81$
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4. Given that this information was provided to Mr. Conners over 2 years ago and then again over 15 months ago, what are we doing here?

5. Some of the other statements made in the PUC Direct testimony are also not true.

- 1) The bills sent by Conservice were timely allocated to the tenants. For example, a bill paid by the owner in the month of December was allocated to residents the very next month of January. How could it be any faster? Was the owner expected to require the tenants to pay for the utilities prior to the owner even paying for them?
- 2) The bills sent by Conservice did clearly explain the water was allocated. So did the lease. There was no confusion about this.

DIRECT TESTIMONY OF JAMIE HEARN

Q: Please state your name?

A. Jaime Hearn

Q: How are you employed?

A. Regional VP of Roscoe Properties.

Q: What is the purpose of your testimony here today?

A. The purpose of my testimony is to support my position that the Respondents complied with its requirements under applicable law. My purpose is also to rebut the direct testimony which has been provided by other parties in this proceeding.

Q: On pp. 5-7 of the Direct Testimony of the Public Utility Commission, she states that the Respondents complied with their registration requirements of 16 TAC § 24.281. Do you agree that the Respondents complied with their registration obligations?

A. YES. The Respondents complied with their registration requirements. The Respondents retain Conservice, who calls themselves “The Utility Experts,” to handle their registration and utility billing and to ensure that they are compliant with applicable laws and regulations.

Q: On p. 9, lines 9-13, of the Direct Testimony of the Public Utility Commission, she states that the Respondents failed to provide to Mr. Connors the total amount billed to the residents each month of the requested period. Do you agree with this assessment?

A. No. Section 24.277(e)(8) states that a tenant is entitled to review records which include “the total amount billed to all tenants each month.” This information HAS BEEN provided to Mr. Connors, several times.

The requested period was from October 2019 to December 2020.

The “total amount billed to all tenants” is located on the right side of the top row of each page labeled RPM000139 – 170, as found in Item No. 32 in the record of this case. It looks like this:

A 25% common area deduction is subtracted from the total water charge for your building to calculate the amount that will be allocated to residents.	$\$1873.08 - \$468.27 = \$1404.81$
--	------------------------------------

This information was provided to Mr. Conners at least two occasions:

Disclosure #1 – January 5, 2021. According to Mr. Conners, this information was provided to him on January 5, 2021.

Disclosure #2 – October 4, 2021. This information was disclosed again over a year ago. See RPM000139 – 170.

Q: On p. 11, lines 19-29, of the Direct Testimony of the Public Utility Commission, she states that the Respondents failed to deduct customer service charges before the water and wastewater charges were allocated to the tenants. Is this true?

A. No. This is NOT true. The documents on file in this case clearly show that the customer service charges *were deducted* from the charges allocated to the tenants. To illustrate this point, we must do math and refer to the bills received from the City, the bills sent to the residents, and the explanation of charges. For example:

- **RPM000135** is a bill from the City dated November 15, 2019 which was not due until December 2, 2019.
- On page 2 (**RPM000136**¹) you can see a breakdown of water and wastewater charges.
 - **Water** - You can see a customer service charge of \$75.00, a fixed charge of \$292.00, and a hydrant charge of \$5.00.
 - **Wastewater**. You can see a customer service charge of \$10.00.
 - Contrary to the claims made by Conners and the PUC, NONE of these charges were included in the amount allocated to the tenants. You can see:
 - water usage charges totaling **\$1,224.61** and
 - wastewater usage charges of **\$987.00**.
 - Then, if you look to **RPM000145**, this is the **water** bill that posted to the tenants in January 2020.
 - On the right-hand column, top row, you can see that a total of **\$1,224.61** was allocated to tenants².
 - Again, this does NOT include the customer service charge of \$75.00, the fixed charge of \$292.00, or the hydrant charge of \$5.00. To say otherwise, or to say that evidence has not been provided is inaccurate.

¹ see also, p. C21 of Item No. 71 filed by Complainant.

² see also, p. C22 of Item No. 71 filed by complainant.

- Then, if you look to **RPM000146**, this is the **wastewater** bill that posted to the tenants on January 2020.
 - On the right-hand column, top row, you can see that a total of **\$987.00** was allocated to tenants.
 - Again, this does NOT include the customer service charge of \$10.00. To say otherwise, or to say that evidence has not been provided is inaccurate.
- Note, because the bill in this example was due December 2, 2019, it could not post to the tenants until the following month. It is **simply impossible** to post it to the tenants prior to the date that it is due to the City.
- Please also refer to C25-C44 provided by Complainant in Item No. 71 for verification that each month, the allocated amount did NOT include the customer service charges.

Q: On p. 11, lines 31-31, of the Direct Testimony of the Public Utility Commission, she concludes that the Complainant was overbilled due to the fact that service charges were included in the allocated amount.

A. No. As demonstrated conclusively above, the bills from Conservice show that the customer service charges were NOT included in the amount allocated to tenants. *Respondents do not agree with the addition of interest upon non-existent charges.*

Q: On pp. 11-12, lines 34-37, of the Direct Testimony of the Public Utility Commission, she calculated, without explaining how, an overbilling of \$74.47 (see p. 12, ln 37). Do you agree with this?

A. No. This is NOT true. As demonstrated conclusively above, the bills from Conservice show that the customer service charges were NOT included in the amount allocated to tenants. Although the calculation is not explained, based upon the previous answers, this appears to be the aggregate amount of customer service charges that were supposedly allocated to Mr. Connors.

Q: On pp. 12-13 of the Direct Testimony of the Public Utility Commission, the PUC adds interest to the aggregate amount of customer service charges that were supposedly allocated to Mr. Connors. Do you agree with this?

A. No. As demonstrated conclusively above, the bills from Conservice show that the customer service charges were NOT included in the amount allocated to tenants. *Respondents do not agree with the addition of interest upon non-existent charges.*

Q: On p. 14, lines 17-23, of the Direct Testimony of the Public Utility Commission, she stated that Respondents failed to timely provide bills to Mr. Connors. Calculated. Do you agree with this?

A. No. This is NOT true. In the example mentioned above, the water bill from the City of Austin was due and paid on **December 2, 2019**. This bill is sent to Conservice who posted it to the tenant's account on **January 1, 2020**. This is timely.

It would defy logic and is **flat out impossible** for it to be posted to the tenant's count any sooner than that.

Consider this - How could a bill that is paid by the owner on December 2, 2019 be allocated and applied to a tenants' account on December 1, 2019? That would certainly be a severe violation to allocate a bill that hasn't even been paid yet.

Q: On p. 15, lines 12-14, of the Direct Testimony of Kathryn Eiland of the Public Utility Commission, she states that the bills sent to Complainant did not indicate that his utility services were allocated. Do you agree with this?

A. No. This is not true. The bills from Conservice DO indicate that the utilities were allocated. As demonstrated conclusively above, the customer service charges were NOT included in the amount allocated to tenants.

See RPM000062 – 69. These bills from Conservice state, “Water [and sewer] service is provided by City of Austin TX. Service provider issues bill, property management pays a portion to cover common area usage. Remaining amount **is allocated to residents using a multiplier based on the number of bedrooms in the unit. Your multiplier is 1.6.**”

Water

Water service is provided by City of Austin TX. Service provider issues bill, property management pays a portion to cover common area usage. Remaining amount is allocated to residents using a multiplier based on the number of bedrooms in the unit. Your multiplier is 1.6.

See RPM000070 – 81. These bills from Conservice describe the allocation method in compliance with 16 TAC § 24.283(f).

Q: On p. 17, in conclusion, of the Direct Testimony of Kathryn Eiland of the Public Utility Commission, she recommends that you pay Mr. Connors \$76.90 based upon her calculation of erroneously charged customer service charges plus interest. She also recommends a compliance review of your practices and a report on how to correct deficiencies. Do you agree with this?

A. No. As demonstrated conclusively above, the bills from Conservice show that the customer service charges were NOT included in the amount allocated to tenants. *Respondents do not agree with the addition of interest upon non-existent charges.*

Also, most of the infractions identified are not true. If any are true, it is my understanding that they were prior to the Respondents management of the property and/or that Conservice has already cleared up some of the billing disclosure issues.

Finally, we sent Mr. Conners a check for \$85.06 in order to avoid this futile exercise. This is a waste of public and private resources.

Q: Is there anything else you'd like to say?

A. As stated above, and in Respondents Amended Motion to Dismiss, Mr. Conners has no live claims.

Mr. Conners received all the information he is entitled to. The information he was allegedly missing was the "total amount billed to all tenants" per 16 TAC § 24.277(e)(8). This was provided to him on January 5, 2021 and October 4, 2021. Over 2 years ago!!!!

Mr. Conners has been made whole according to his own calculations and the calculations of the PUC, both of which Respondents disagree with.

There is absolutely no reason to be still administratively litigating this case.

CONCLUSION

The methods used by Conservice for water allocations are in compliance with PUC rules and guidelines. Respondents are substantially in compliance with Complainant's amended request for records because the "total amount billed" for each requested month has already been provided. Likewise, the monetary relief requested has also been provided. Respondent respectfully requests that the Commission Staff makes the same determination as Investigator Isabel Ford with the Consumer Protection Division and finds that Respondents acted consistent with the PUC Substantive Rule §24.281.

Respectfully submitted,

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ATTORNEYS FOR RPM

DOCKET NO. 51619

COMPLAINT OF JEFF CONNORS § PUBLIC UTILITY COMMISSION
AGAINST THE GALLERY §
APARTMENTS, ROSCOE § OF TEXAS
PROPERTY MANAGEMENT, AND
CONSERVICE

CONSERVICE'S STATEMENT OF POSITION

Mr. Connor's complaint centers around the bills issued to Mr. Connor from the time period of October 1, 2019 to July 1, 2020. The occupancy counts and square-footage measurements for the time period between October 1, 2019 to July 1, 2020 were incorrect. When the issue was discovered, the refunds were issued to tenants using correct occupancy counts and square-footage measurements on tenant's bills due June 1, 2021. Mr. Connor's refund totaled \$103. 12.

The following is a breakdown of the credit for water and sewer charges and occupancy/square-footage totals for Mr. Connors. The previous totals submitted in Conservice's Rebuttal Testimony also contained refund totals for drainage, which is not subject to this proceeding and did not include credit totals for April and May:

Date	Credit Total	Incorrect Occupancy Count	Correct Occupancy Count	Incorrect Square-Footag e Measurement	Correct Square Footage Measurement
10/19	Water: 2.50 Sewer:2.99 Total: 5.49	78	102	42459	61388
11/19	Water: 4.10	70	103	42459	61388

	Sewer:3.03 Total: 7.13				
12/19	Water: 4.72 Sewer:4.23 Total: 8.95	70	106	38877	61388
1/20	Water: 6.05 Sewer:4.88 Total: 10.93	68	102	35447	61388
2/20	Water: 10.40 Sewer:6.54 Total: 16.94	60	102	31387	61388
3/20	Water: 15.51 Sewer:7.92 Total: 23.43	55	106	28978	61388
4/20	Water:18.85 Sewer: 9.94 Total: 28.79	50	112	25636	61388
5/20	Water:20.27 Sewer:12.20 Total: 32.47	44	114	22900	61388

Conservice complied with §24.283(k), which states the following: “If a bill is issued and subsequently found to be in error, the owner shall calculate a billing adjustment. If the tenant is due a refund, an adjustment must be calculated for all of that tenant’s bills that included overcharges. If the overbilling or underbilling affects all tenants, an adjustment must be calculated for all of the tenants’ bills.”

Mr. Connors, and all tenants at the Gallery Apartments were issued refunds to correct over-billing that regrettably occurred due to data being pulled incorrectly into Conservice's system. Mr. Connor's has already been issued the appropriate remedy for the over-billing.

Additionally, before allocating charges to residents, Conservice did deduct the Customer Charge, Fixed Charge and Private Hydrant Fee 2 from the bill before allocating charges to tenants. An example illustrating this is below:

Austin

WATER

WATER SERVICE

3506 MENCHACA RD, ZIP: 78704

Meter # 148462

Read Date	01/14/2020	02/12/2020	Consumption
Read	115928	119888	3960
	Reading Difference in Hundreds		3960
	Total Consumption in Gallons		396000
City of Austin Water - Multi-Family			
Customer Charge			\$75.10
Fixed Charge			\$292.00
396,000 Gallons at \$4.53 per 1,000 - Off Peak			\$1,793.88
396,000 Gallons at \$0.15 per 1,000 - Water Community Benefit Charge			\$59.40
396,000 Gallons at \$0.05 per 1,000 - Reserve Fund Surcharge			\$19.80
Private Hydrant Fee 2 @ \$2.50 ea			\$5.00
TOTAL CURRENT CHARGES			\$2,245.18

Austin

WATER

WASTEWATER SERVICE

3506 MENCHACA RD, ZIP: 78704

City of Austin Wastewater - Multi-Family

Customer Charge	\$10.30
108,700 Gallons at \$8.93 per 1,000	\$970.69
108,700 Gallons at \$0.15 per 1,000 - WW Community Benefit Charge	\$16.31
TOTAL CURRENT CHARGES	\$997.30

Water Consumption charges: $1,793.88 + 59.40 + 19.80 = 1,873.08$

Sewer Consumption charges: $970.69 + 16.31 = 987.00$

20-Apr			
Mult	149.8	Total Sq Ft	61388
Total Sq Ft	61388	Total Occs	112
Total Occs	112	water billable	\$1,873.08
water billable	\$1,873.08	sewer billable	\$987.00
minus CAD	\$1,404.81	minus CAD	\$740.25
half	\$702.41	half	\$370.13
Per occ	per sq ft	Per occ	per sq ft
\$6.27	0.011442057	\$3.30	0.006029
Per Mult	9.377903872	Per Mult	\$4.94

CONCLUSION

Although a billing error occurred, Conservice complied with PUC Substantive Rule §24.283(k) and issued refunds to all tenants at the Gallery Apartments. Furthermore, Conservice's calculation of these refunds complies with PUC Substantive rules in that it deducted the Customer Charge, Fixed Charge and Private Hydrant Fee 2 from the bill before allocating charges to tenants. Mr. Connors has already received the refund owed to him plus his additional requested relief of \$80.00 from Roscoe Property Management. Therefore, Conservice respectfully requests that this case be closed.

Respectfully Submitted,

/s/Julianna Kat

By: Julianna Kat

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Representative for Conservice

Date	Name	Account #	Unit	Move In	Bedrooms	Occs	Square Fee	Multiplier	Renewal Date	Drainage 5	Drainage S	Sewer 4	Sewer Sqft 4	Water 4	Water Sqft 4		Sewer 4	Sewer Sqft 4	Water 4	Water Sqft 4
19-Oct	Jeffrey Connors	23332691	2-239	3/18/2016	1	1	694	1.6	04/01/19	5.52	7.11	4.75	6.05	3.98	5.08		-1.8	-2.43	-2.01	-2.71
19-Nov	Jeffrey Connors	23332691	2-239	3/18/2016	1	1	694	1.6	04/01/19	5.41	7.11	4.75	6.05	6.45	8.23		-1.16	-1.87	-1.56	-2.54
19-Dec	Jeffrey Connors	23332691	2-239	3/18/2016	1	1	694	1.6	04/01/19	5.41	7.12	5.29	6.61	5.92	7.39		-1.8	-2.43	-2.01	-2.71
20-Jan	Jeffrey Connors	23332691	2-239	3/18/2016	1	1	694	1.6	04/01/19	5.52	7.23	5.44	7.25	6.75	8.99		-1.81	-3.07	-2.25	-3.8
20-Feb	Jeffrey Connors	23332691	2-239	3/18/2016	1	1	694	1.6	04/01/19	5.64	7.42	6.17	8.18	9.81	13.02		-2.54	-4	-4.04	-6.36
20-Mar	Jeffrey Connors	23332691	2-239	3/18/2016	1	1	694	1.6	04/01/19	5.64	7.42	6.73	8.86	13.18	17.36		-3.24	-4.68	-6.34	-9.17
20-Apr	Jeffrey Connors	23332691	2-239	3/18/2016	1	1	694	1.6	04/01/19	6.15	8.31	7.4	10.02	14.05	19.01		-4.1	-5.84	-7.78	-11.07
20-May	Jeffrey Connors	23332691	2-239	3/18/2016	1	1	694	1.6	04/01/19	6.45	8.71	8.41	11.22	13.98	18.65		-5.16	-7.04	-8.58	-11.69

Oct-19

Mult	149.8		149.8
Total Sq Ft	61388	Total Sq Ft	61388
Total Occs	102	total occ	102
water billable	\$828.37	sewer billable	\$987.00
minus CAD	\$621.28	minus CAD	\$740.25
half	\$310.64	half	\$370.13
Per occ	per sq ft	Per occ	per sq ft
\$3.05	0.005060252	\$3.63	0.0060293
Per Mult	4.14737984	Per Mult	\$4.94

19-Dec

Mult	149.8		149.8
Total Sq Ft	61388	Total Sq Ft	61388
Total Occs	106	Total Occs	106
water billable	\$1,104.48	sewer billable	\$987.00
minus CAD	\$828.36	minus CAD	\$740.25
half	\$414.18	half	\$370.13
Per occ	per sq ft	Per occ	per sq ft
\$3.91	0.006747	\$3.49	0.006029
Per Mult	5.529773	Per Mult	\$4.94

20-Feb

Mult	149.8		149.8
Total Sq Ft	61388	Total Sq Ft	61388
Total Occs	102	Total Occs	102
water billable	\$1,570.38	sewer billable	\$987.00
minus CAD	\$1,177.77	minus CAD	\$740.25
half	\$588.89	half	\$370.13
Per occ	per sq ft	Per occ	per sq ft
\$5.77	0.009592836	\$3.63	0.006029
Per Mult	7.862283044	Per Mult	\$4.94

20-Apr

Mult	149.8		149.8
Total Sq Ft	61388	Total Sq Ft	61388
Total Occs	112	Total Occs	112
water billable	\$1,873.08	sewer billable	\$987.00
minus CAD	\$1,404.81	minus CAD	\$740.25
half	\$702.41	half	\$370.13
Per occ	per sq ft	Per occ	per sq ft
\$6.27	0.011442057	\$3.30	0.006029
Per Mult	9.377903872	Per Mult	\$4.94

Nov-19

Mult	149.8		149.8
Total Sq Ft	61388	Total Sq Ft	61388
Total Occs	103	Total Occs	103
water billable	\$1,342.13	sewer billable	\$987.00
minus CAD	\$1,006.60	minus CAD	\$740.25
half	\$503.30	half	\$370.13
Per occ	per sq ft	Per occ	per sq ft
\$4.89	0.00819865	\$3.59	0.0060293
Per Mult	6.719609479	Per Mult	\$4.94

20-Jan

Mult	149.8		149.8
Total Sq Ft	61388	Total Sq Ft	61388
Total Occs	102	Total Occs	102
water billable	\$1,224.61	sewer billable	\$987.00
minus CAD	\$918.46	minus CAD	\$740.25
half	\$459.23	half	\$370.13
Per occ	per sq ft	Per occ	per sq ft
\$4.50	0.007481	\$3.63	0.006029
Per Mult	6.131225	Per Mult	\$4.94

20-Mar

Mult	149.8		149.8
Total Sq Ft	61388	Total Sq Ft	61388
Total Occs	106	Total Occs	106
water billable	\$1,932.68	sewer billable	\$987.00
minus CAD	\$1,449.51	minus CAD	\$740.25
half	\$724.76	half	\$370.13
Per occ	per sq ft	Per occ	per sq ft
\$6.84	0.011806135	\$3.49	0.006029
Per Mult	9.676301736	Per Mult	\$4.94

20-May

Mult	149.8		149.8
Total Sq Ft	61388	Total Sq Ft	61388
total	114	total	114
water billable	\$1,640.85	sewer billable	\$987.00
minus CAD	\$1,230.64	minus CAD	\$740.25
half	\$615.32	half	\$370.13
Per occ	per sq ft	Per occ	per sq ft
\$5.40	0.010023437	\$3.25	0.006029
Per Mult	8.215203605	Per Mult	\$4.94