



Control Number: 51856



Item Number: 365

Bryan W. Shaw, Ph.D., *Chairman*  
Buddy Garcia, *Commissioner*  
Carlos Rubinstein, *Commissioner*  
Mark R. Vickery, P.G., *Executive Director*

SAP 1928 CD

RECEIVED

2021 JUL 27 AM 9:56

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

FILED  
FILING CLERK

July 12, 2011

Ms. Vicki Parrish  
Riverstone Residential Group  
1201 Elm  
Dallas, Texas 75270

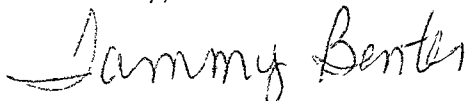
Re: Request for approval to change billing method  
Wyndhaven at Wells Branch, Registration No. S1928  
CN: 603549338 RN: 101241503

Dear Ms. Parrish:

The request you submitted on behalf of Wyndhaven at Wells Branch to change from submetered to allocated billing is approved. This approval is based on the facts stated in your letter of June 30, 2011. Please complete the attached forms and return them along with a copy of this letter. You may do so via facsimile at: 512/239-6972.

If you have any questions, please contact Margot Taunton at 512/239-6403, via e-mail to [margot.taunton@tceq.texas.gov](mailto:margot.taunton@tceq.texas.gov) or by fax to 512/239-6972.

Sincerely,



Tammy Benter, Manager  
Utilities & Districts Section  
Water Supply Division

TB/mt/cp

Attachments (TCEQ-10363 and TCEQ-10400)

RIVERSTONE  
RESIDENTIAL GROUP

BUSINESS SERVICES

June 30, 2011

Texas Commission on Environmental Quality  
Curtis Fisher, MC 152  
P.O. Box 13087  
Austin, TX 78711-3087

RECEIVED  
TCEQ  
WATER SUPPLY DIV.  
2011 JUL 5 09 11 30

Re: Wyndhaven at Wells Branch Apartments, RN# 101241503, CN# 603549338

Mr. Fisher:

We are asking the TCEQ to grant Wyndhaven at Wells Branch Apartments a change in status for the billing of water and wastewater to the residents of the community. Currently, the property has a failing sub-metering system that is more than 14 years old. A large number of the meters are no longer functional at all, and many more are continuing to fail.

Due to the condition and age of the system, it is no longer economical to repair, but instead the entire system must be replaced. Attached is a quote for the replacement of the system at a cost to exceed \$29,000.00. This amount would place an undue economic hardship on the property and is simply not feasible to do at this time.

Therefore, we are asking the TCEQ to grant us a waiver to change the water billing method to allocation instead of sub-metering. Please let us know if you require any additional information regarding this matter. Otherwise, we look forward to hearing the Commission's decision soon.

Sincerely,



Vicki Parrish  
Riverstone Residential Group  
1201 Elm  
Dallas, TX 75270



May 31, 2011

**Riverstone / Rock Creek**

Attn: **Vicki Parrish**

RE: ELLECTRONICS UPGRADE – Windhaven at Wells Branch Austin, Texas

Vicki,

We appreciate this opportunity to offer to you this Proposal & Statement of Work for the above site.

This bid is a turnkey proposal based upon the attached "Statement of Work".

Our lump sum installation bids are as follows:

**Inovonics – Windhaven at Wells Branch**

Inovonics - Fixed Network

**276 Units @ \$107.00 = \$29,532.00**

(Electronic Upgrade Scope)

Once you have had an opportunity to review these items please feel free to call or email me so we can discuss the next steps hopefully in moving forward.

In the event I don't hear from you soon I will follow up with you early next week.

Sincerely,

Tim Havens

National Sales representative  
Velocity Construction / Technology Sales & Services  
Velocity, a division of RealPage, Inc.

Direct # 972-820-3239 / Cell # 214-403-4891 / [tim.havens@realpage.com](mailto:tim.havens@realpage.com)



## **Electronic Upgrade -**

**Wyndhaven at Wells Branch – Austin, Texas**

**276 Units**

### **Inovonics Fixed-Network RF System**

#### **Velocity will provide the following materials:**

1. RF Transmitter for each residential Unit
2. Repeaters will be provided where necessary.
3. Concentrator and receiver for central data collection--this is typically located in a secure, climate controlled location such as the telecom equipment room—specific location to be determined
4. All materials necessary for installation of this upgraded system

#### **Velocity will provide the following Services:**

1. Program all system components:
  - a. RF TXs and Concentrator
  - b. Provide backup of final property information via electronic mail
  - c. Location and serial numbers of all system components
2. Installation of all RF electronics, RF TXs & Concentrator
3. Installation of the Concentrator and receiver
4. Velocity's Project Manager is responsible for immediately notifying the Owner's Project Manager if any conflicts in plans and specifications. No extra to contract charge will be approved if work is unauthorized by the Owner's Project Manager

#### **The Owner will provide:**

1. The Owner is responsible for all permits. Velocity agrees to obtain and fill out any necessary forms for the above tests and filings, Velocity will provide the completed forms to Customer for review and submission. All filings must be filed under the owner / property's name. Please be advised, pulling permits may require the installation of back flow preventers, expansion tanks and anything else required bringing the entire plumbing system up to code.
2. A suitable location for the central communications equipment. The space will be air-conditioned and should be located in the management/leasing center
3. A dedicated phone line and 110VAC outlet for the central communications equipment. The phone line should be mounted using a standard "biscuit jack" and clearly labeled with the corresponding phone number. The 110VAC outlet should be in close proximity to the location where the communications equipment will be set-up
4. 110VAC electrical outlets at locations designated by Velocity for the repeaters.
5. Contact information of individual onsite who is responsible for accepting completed units from construction staff (generally the maintenance manager or property manager)
6. Access to each unit and Owner's employee to accompany Velocity into occupied units
7. Access to the units for installation from 8:00 AM to 6:00 PM
8. Maintaining all existing mechanical equipment (zone valves, thermostats, temperature/pressure valves, shut off valves and water heaters, etc.). Velocity will not be responsible for repairing any of the Owner's mechanical equipment. Any faulty valves will be replaced at \$45.00 per valve during installation. This will prevent any delays.



**Warranty; Disclaimer.** Velocity warrants that it shall perform the Services in a good and workmanlike manner. Velocity warrants that for a period of one year following completion of the Services ("Warranty Period"), the Services shall not cause the Equipment to malfunction. In the event the Services cause the Equipment to malfunction within the Warranty Period, Velocity will repair the defects. Once the title to the Equipment passes to Owner, Velocity shall assign to Owner all right, title and interest in and to any manufacturer warranty given for the Equipment. Until title to the Equipment passes to Owner, Velocity will use commercially reasonable efforts to assert against the manufacturer on Owner's behalf warranty claims for defective Equipment.

**Limitation of Liability; Disclaimer of Damages.**

- (a) **Limitation on Amount of Damages.** For any damages of any type for any claim, whether based in contract, negligence, tort, strict liability or otherwise, whether at law or in equity, and subject to the limitations set forth herein, Subcontractor shall only be liable for actual, proven, direct damages not to exceed an amount equal to the Subcontractor Insurance Coverage for such claim; provided however, in no event shall the limitation on amount of damages set forth herein apply to direct damages arising from Velocity's willful misconduct or gross negligence.
- (b) **Limitation on Type of Damages.** Subcontractor will not be liable to Contractor or Owner for any special, incidental, indirect or consequential damages (including, without limitation, any damages of any type for lost profits, goodwill, revenues, or business opportunities), even if advised of the possibility of such damages and regardless of the legal or equitable theory upon which the claim for damages is based.