

# **Filing Receipt**

Filing Date - 2023-08-04 11:57:51 AM

Control Number - 54440

Item Number - 1032

# CY 2023 Registration of Submetered or Allocated Utility Service

## Registration Number: S0535

## **Property Owner**

David Moore 5728 LBJ Freeway Suite 400 Dallas, TX 75240 (972) 685-3226 david@knightvest.com

## **Property Manager**

Knightvest Residential 5728 LBJ Freeway Suite 400 Dallas, TX 75240 (214) 989-7061 allison@knightvest.com

## **Property Where Utility Service Is Provided**

The Pearl on Frankford 7421 Frankford Rd Dallas, TX 75252 (972) 596-1115 thepearl@knightvest.com

Property Type: Apartment Complex

### Information on Utility Service

**Tenants are billed for?** Both Water and Wastewater **Submetered or Allocated?** Changing from Submetered to Allocated **Name of utility providing service:** City of Dallas **Date billing begins:** 8/4/2023

## **Changing from Submetered to Allocated**

The following supporting documents were uploaded: The Pearl PUC Petition .docx Maintenance Proposal\_The Pearl on Frankford.pdf

# Method Used to Allocate Utility Charges

The following methods are used:

• Ratio Occupancy Method

# Method Used to Offset Charges for Common Areas

The following methods were checked:

• Installed irrigation system that is/are separately metered or submetered.

# **Filing Party**

This registration was filed by the Property Manager.



To whom it may concern,

We are requesting a billing methodology change for The Pearl on Frankford located at 7421 Frankford Rd, Dallas, TX 75252 from sub-metering to an allocated method "Ratio Occupancy Method", with a common area deduction of 5%.

The current sub-meters are in need of repair in the amount of \$5,401.46, see attached.

All meters would need to be updated which would result in an unanticipated financial burden.

Thank you,

Allison Crawford

Allison@Knightvest.com

Monday, July 3, 2023

# RealPage Submeter Maintenance Proposal

Page 1 of 5

#### PROPERTY INFORMATION

Property	The Pearl on Frankford	Units	582
Portfolio	Knightvest Management LLC	MAP	No
Address	7421 Frankford Rd, Dallas, TX 75252		

To authorize, please sign this RealPage Submeter Maintenance Proposal and send it via email to Submeter@RealPage.com. 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.

lssue	Materials	Labor	Combined	Quantity	Total
Meter Non-Incrementing	\$64.00	\$46.58	\$110.58	10	\$1,105.80
No Current Reads	\$80.00	\$46.58	\$126.58	6	\$759.48
Repeater Inactive	\$2,674.00	\$93.15	\$2,767.15	1	\$2,767.15
Transmitter Low Battery	\$80.00	\$37.26	\$117.26	2	\$234.52
	Subtotal				\$4,866.95
		Sh	ipping		\$126.54
		Est	timated Tax		\$407.97
		Est	timated Total		\$5,401.46

#### **PROPOSAL SUMMARY**

Work Start Date: To Be Determined

Work Stop Date: To Be Determined

Replace meters and transmitters where necessary. Water meters must not be hard piped or site must contract licensed plumber to perform replacements. Troubleshoot 7 unregistered/inactive repeaters, replace if necessary.

7/3/2023 Bhiappon Morris	Proposal Date	RealPage Submeter Owner	Approval
	7/3/2023	Rhiannon Morris	

Phone: (800) 254-9710

Fax: (949) 250-6397

Email: Submeter@RealPage.com

# RealPage Submeter Maintenance Proposal

Page 2 of 5

#### Monday, July 3, 2023

Service	Issue Type	Manufacturer
Water	No Current Reads	Inovonics Gateway
	Parts Specified for This	Work Order
1	R324A / Inovonics EN1501 PM	T (brown), Standard Pulse
Service	Issue Type	Manufacturer
val Water	Meter Non-Incrementing	Inovonics Gateway
	M108-U / MTW MI20 Poly 3/4 7.5" length (c708) 1:10 (CA ap	" Cold Water Meter with proved in horizontal &
Service	Issue Type	Manufacturer
al Water	No Current Reads	Inovonics Gateway
Service	Issue Type	Manufacturer
Water	Meter Non-Incrementing	Inovonics Gateway
Service	Issue Type	Manufacturer
Water	No Current Reads	Inovonics Gateway
Service	Issue Type	Manufacturer
Water	Meter Non-Incrementing	Inovonics Gateway
Service	Issue Type	Manufacturer
Water	No Current Reads	Inovonics Gateway
Service	Issue Type	Manufacturer
Water	Meter Non-Incrementing	Inovonics Gateway
Service	Issue Type	Manufacturer
Water	Transmitter Low Battery	Inovonics Gateway
	Parts Specified for This	Work Order
1	R324A / Inovonics EN1501 PM	T (brown), Standard Pulse
Service	Issue Type	Manufacturer
Water	Meter Non-Incrementing	Inovonics Gateway
Service	Issue Type	Manufacturer
Water	No Current Reads	Inovonics Gateway
Service	Issue Type	Manufacturer
Water	Meter Non-Incrementing	Inovonics Gateway
Service	Issue Type	Manufacturer
Water	Meter Non-Incrementing	Inovonics Gateway
Service	Issue Type	Manufacturer
Water	Meter Non-Incrementing	Inovonics Gateway
Service	Issue Type	Manufacturer
n Water	Transmitter Low Battery	Inovonics Gateway
Service	Issue Type	Manufacturer
Water	No Current Reads	Inovonics Gateway
- · ·	Issue Type	Manufacturer
Service		
Water	Meter Non-Incrementing	Inovonics Gateway
	Meter Non-Incrementing Issue Type	Inovonics Gateway Manufacturer
Water	-	
	I   Service   Valer   I   Service   Valer   Service   Vater   Service   Water   Service	WaterNo Current Reads1R324A / inovonics EN1501 PMServiceIssue Type/alWaterMeter Non-IncrementingParts Specified for This1M108-U / MTW Mi20 Poly 3/47.5" length (c708) 1:10 (CA apprendictions)ServiceIssue Type//alWaterNo Current ReadsServiceIssue TypeWaterNo Current ReadsServiceIssue TypeWaterMeter Non-IncrementingServiceIssue TypeWaterTransmitter Low BatteryParts Specified for This1R324A / Inovonics EN1501 PMServiceIssue TypeWaterMeter Non-IncrementingServiceIssue TypeWaterNo Current ReadsServiceIssue TypeWaterMeter Non-IncrementingServiceIssue TypeWaterMeter Non-IncrementingServiceIssue TypeWaterMeter Non-IncrementingServiceIssue Type<

Property

Repeater Inactive

<u>Parts Specified for This Work Order</u>

7 R326 / Inovonics Repeater, EN5040T Echostream (EchoStream Repeater & Transformer)

# RealPage Submeter Maintenance Proposal

Page 3 of 5

Monday, July 3, 2023

Invoicing will be on a parts & labor basis according to the fee schedule in this 'Not to Exceed' proposal. Minimum billing amount for a site visit is \$750.00 plus tax. 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 \$750.00 for all visits.

Monday, July 3, 2023

# RealPage Submeter Maintenance Proposal

Page 4 of 5

#### 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.

Monday, July 3, 2023

# RealPage Submeter Maintenance Proposal

Page 5 of 5

#### **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 RealPage Utility Management, Inc. ("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.