

# Filing Receipt

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March 21, 2023

Public Utilities Commission of Texas Attn: Filing Clerk, Central Records 1701 N Congress Avenue PO Box 13326 Austin, TX 78711-3326

#### Re: Application for Approval to Allocate Water/Sewer for Woodbridge Crossings

To Whom It May Concern:

Please accept this letter and supplemental information as request for approval from the Public Utility Commission of Texas ("Commission") to modify PUC registration from submeter to allocated for purposes of water and sewer quantity measurement for Woodbridge Crossing, located at 202 Woodbridge Boulevard, Temple, TX 76504 ("the Property"), and permit allocated billing pursuant to 16 TX Admin Code Sec. 24.277(d). The Property was constructed in 1983 and is not plumbed for submetering as the regulations do not require it.

In September 2022 the owners of the Property decided to start billing residents for their portion of water and sewer usage. The billing would be for new move-ins and renewals and agreed to in the lease agreement. The PUC Registration of Submetered or Allocated Utility Service form was incorrectly completed as it stated the property was submetered. Once the billing agent began set-up of the Property the error was discovered and a new registration form was submitted. The property has not at any time billed residents for submetered water and sewer as there are no submeters on the Property.

Enclosed is a copy of the lease utility addendum which reflect that residents have only agreed to be allocated for water and sewer charges.

We hope the Commission finds the information provided herein sufficient in demonstrating good cause to switch billing methodology. Should the Commission have any further questions or concerns, please contact me at your earliest convenience. We appreciate the Commission's time and effort in looking into this matter and look forward to receipt of a response.

Respectfully submitted,

Krustima MPool

Kristina Pool Contracts and Compliance Manager kpool@minolusa.com On behalf of Juniper Residential Management Group LP rcantu@lstchoiceinc.com

CULTY COR	CY 202	2 I	Registration	of Su	bmetered	OR			per: 529	942
		A	llocated Uti	litv Se	ervice		Registi			igned by the
Allocated Utility Service NOTE: Please <u>DO NOT</u> include any person or protected information on			-			0 ,				
<b>NOTE:</b> Please <b>DO NOT</b> include any person or protected information on this form (ex: tax identification #'s, social security #'s, etc.)						o mea)				
PROPERTY OW	NER: Do <u>n</u>	l <u>ot</u> e	nter the name of tl	ne owner	's contract mana	ger, manag	gement co	ompany,	or billin	ig company.
			ent Group LP					2	4	
Mailing Address:	520 Post Oa	ik Bl	vd., #575	Cit	y Houston		State	TX	Zip	77027
Telephone# (AC)	713-972-93	00								
			oiceinc.com							
NA	ME, ADDI	RES	S, AND TYPE OF	PROPE	ERTY WHERE	UTILITY	SERVIC	E IS PF	ROVIDI	ED
Name Woodbridge	Crossing							1		1
Mailing Address:	202 Woodk	~ ~	e Blvd	Cit	y Temple		State	ΤX	Zip	76504
Telephone# (AC)	254-771-08									
E-mail	woodbridg	-	anager@1stchoice	-					4	
X Apartment Com	-		ndominium	,	ufactured Hom	e Rental (	Commun	ity	Multi	ple-Use Facility
If applicable, descri	ibe the "m	ulti								
					ON UTILITY	_				
Tenants are billed f		Wat				🗶 Sul	ometered	l <u>OR</u>	Al	located ***
Name of utility pro	0			y of Tem						2 <u></u> 2
Date submetered of							Requ	iired		
METHOD USED T						eck one lin	,			
▼ Not applicable,	because	×	Bills are based of					<u> </u>		
			There are <u>neith</u>				l irrigatio	on syste	em	
			gation system(s)							
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										
We deduct	· -		-	-		lity's tota	l charges	s for wa	ter and	wastewater
consumption, then allocate the remaining charges among our tenants.										
This property has an installed irrigation system(s) that <u>is/are</u> 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:										
			0			4	J			: <b>J</b> 4 <b>b</b>
We deduct at least	-		-		tal charges for	water and	u wastew	ater co	nsumpt	ion, and then
allocate the remaining charges among our tenants.										
★ ★ ★IF UTILITY SERVICES ARE ALLOCATED, YOU MUST ALSO COMPLETE PAGE TWO OF THIS FORM ★ ★ ★										
You can e-file this form online through the PUC Interchange Filer (https://interchange.puc.texas.gov/filer).										
- You can find instructions for E-Filing at https://www.puc.texas.gov/industry/filings/E-FilingInstructions.pdf.										
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Or you may mail o	one copy t	to:			For all other	delivery	or couri	er servi	ices:	
For USPS:										
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Public Utility Con	nmission (	ot T	exas Central Re	cords	Public Utilit	•			Central	Kecords
P.O. Box 13326 Austin, TX 78711	_3376				1701 N. Con Austin, TX 7	-	e., 8-100	J		
, 1/X /0/11	-5520				Ausun, IA	10/01				

# METHOD USED TO ALLOCATE UTILITY CHARGES

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

**1.** 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.

2. Ratio occupancy method:		Number of Occupants for
	Number of Occupants	Billing Purposes
The number of occupants in the tenant's dwelling unit	1	1.0
is adjusted as shown in the table to the right. This	2	1.6
adjusted value is divided by the total of these values	3	2.2
for all dwelling units occupied at the beginning of the	>3	2.2 + 0.4 for each additional occupant
retail public utility's billing period.		-

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

For Box #4: if you check off with the % you will need to choose #1, #2, or # 3 from above as the reminder of no more than 50%.

	4. Occupancy and size of rental unit	percent (in which no more than 50%) of the utility bill for					
со	consumption is allocated using the occupancy method checked above. The remainder is allocated according to either:						
	• the size of the tenant's dwelling unit divided by the total size of all dwelling units, <b>OR</b>						

• the size of the space rented by the tenant of a manufactured home divided by the size of all rental spaces.

## 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.

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.

As outlined in the condominium contract. Describe:

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.

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.

#### LEASE ADDENDUM FOR ALLOCATING WATER/WASTEWATER COSTS

- Addendum. This is an addendum to the TAA Lease Contract for Apt. No. <u>125</u> in the <u>Woodbridge Crossing</u>
   Apartments
   Apartments
  - in \_\_\_\_\_\_ Temple \_\_\_\_\_, Texas. The terms of this addendum will control if the terms of the Lease and this addendum conflict.
- 2. Reason for allocation. When water and wastewater bills are paid 100 percent by the property owner, residents have no incentive to conserve water. This results in a waste of our state's natural resources and adds to the overhead of the property—and that usually means higher rents. Allocation of water bills saves money for residents because it encourages them to conserve water and wastewater. We as owners also have incentive to conserve because we are required by law to pay a portion of the total water bill(s) for the entire apartment community.
- 3. Your payment due date. Payment of your allocated water/wastewater bill is due 16 days after the date it is postmarked or hand delivered to your apartment. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. You will pay a late charge of 5 percent of your water/wastewater bill if we don't receive timely payment. If you are late in paying the water bill, we may not cut off your water; but we may immediately exercise all other lawful remedies, including eviction—just like late payment of rent.
- 4. Allocation procedures. Your monthly rent under the TAA Lease Contract does not include a charge for water and wastewater. Instead, you will be receiving a separate bill from us each month for such utilities. We may include this item as a separate and distinct charge as part of a multi-item bill. We will allocate the monthly mastermeter water/wastewater bill(s) for the apartment community, based on an allocation method approved by the Public Utility Commission of Texas (PUC) and described below.

The allocation method that we will use in calculating your bill is noted below and described in the following subdivision of Section 24.281 of the PUC rules (check only one):

- Subdivision (i) actual occupancy;
- □ subdivision (ii) ratio occupancy (PUC average for number of occupants in unit);
- subdivision (iii) average occupancy (PUC average for number of bedrooms in unit);
- B subdivision (iv) combination of actual occupancy and square feet of the apartment; or
- subdivision (v) submetered hot/cold water, ratio to total.

The normal date on which the utility company sends its monthly bill to us for the water/wastewater mastermeter is about the \_\_\_\_\_\_ day of the month. Within 10 days thereafter, we will try to allocate that mastermeter bill among our residents by allocated billings.

- 5. Common area deduction. We will calculate your allocated share of the mastermetered water/wastewater bill according to PUC rules. Before calculating your portion of the bill, we will deduct for irrigation of landscaping and all other common area uses, as required by PUC rules. We will also deduct for any utility company base charges and customer service charges so that you won't be paying any part of such charges for vacant units. No administrative or other fees will be added to the total mastermeter water/wastewater bill(s) to be allocated unless expressly allowed by PUC rules. No other amounts will be included in the bill except your unpaid balances and any late fees you incur. If we fail to pay our mastermeter bill to the utility company on time and incur penalties or interest, no portion of such amounts will be included in your bill.
- 6. Change of allocation formula. The above allocation formula for determining your share of the mastermetered water/wastewater bill cannot be changed except as follows: (1) the new formula is one approved by the PUC; (2) you receive notice of the new formula at least 35 days before it takes effect; and (3) you agree to the change in a signed lease renewal or signed mutual agreement.
- 8. Right to examine records. During regular weekday office hours, you may examine: (1) our water/wastewater bills from the utility company; (2) our calculations of your monthly allocations; and (3) any other information available to you under PUC rules. Please give us reasonable advance notice to gather the data. Any disputes relating to the computation of your bill will be between you and us.
- 9. PUC. Water allocation billing is regulated by the PUC. A copy of the rules is attached. This addendum complies with those rules.
- 10. Conservation efforts. We agree to use our best efforts to repair any water leaks inside or outside your apartment no later than 7 days after learning of them. You agree to use your best efforts to conserve water and notify us of leaks.

Tiana Lovette Signatures of All Residents Sacha Dukes Sgnature of Owner or Owner's Representative

October 14, 2021

Date of TAA Lease Contract

#### WATER AND WASTEWATER SUBMETERING ADDENDUM

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. <u>125</u> in the <u>Woodbridge Crossing</u> Apartments Apartments

in Temple	_, Texas
OR	
the house, duplex, etc. located at (street address)	in
	Texas.

- 2. PUC. Water conservation by submeter billing is encouraged by the Public Utility Commission of Texas (PUC). Submeter billing is regulated by PUC rules, and a copy of the rules is attached to this addendum. This addendum complies with those rules.
- Mutual Conservation Efforts. We agree to use our best efforts to repair any water leaks inside or outside your apartment no later than 7 days after we learn about them. You agree to use your best efforts to follow the water-conservation suggestions listed in the checklist below.
- 4. Submeter Billing Procedures. Your monthly rent under the TAA Lease does not include a charge for water and wastewater. Instead, you will receive a separate monthly bill from us for submetered water and wastewater use, as follows:
  - (A) Your monthly water and wastewater bill will conform to all applicable rules of the PUC (see attached).
  - (B) As permitted by state law, a service fee of \_\_\_\_\_% (not to exceed 9%) will be added to your monthly water-service charges
  - (C) No other administrative or other fees will be added to your bill unless expressly allowed by law or PUC rules. No other amounts will be included in the bill except your unpaid balances and any late fees (if incurred by you). If we fail to pay our mastermeter bill to the utility company on time and incur penalties or interest, no portion of these amounts will be included in your bill.
  - (D) We will calculate your submetered share of the mastermetered water bill according to PUC rules, Section 24.281.
  - (E) We will bill you monthly for your submetered water consumption from approximately the <u>20</u> day of the month to the <u>20</u> day of the month, the latter being our scheduled submeter-reading date. Your bill will be calculated in accordance with PUC rules and this Addendum and will be prorated for the first and last months you live in the unit.
  - (F) PUC rules require us to publish figures from the previous calendar year if that information is available. The average monthly bill for all dwelling units in the apartment community last year was \$ 26.21 per unit, varying from \$\_12.14 for the lowest month's bill to \$\_70.24 for the highest month's bill for any unit. This information may or may not be relevant since the past amounts may not reflect future changes in utility-company water rates, weather variations, future total water consumption, changes in water-consumption habits of residents, and other unpredictable factors
  - (G) During regular weekday office hours, you may examine: (1) our water and wastewater bills from the utility company; (2) our calculation of your monthly submeter bill; and (3) any other information available to you under PUC rules. Please give us reasonable advance notice to gather the data. Any disputes relating to the computation of your bill will be between you and us.
- 5. Your Payment-Due Date. Payment of your submeter water and wastewater bill is due 16 days after the date it is postmarked or hand delivered to your apartment. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. You will pay a late charge of 5% of your water and wastewater bill if we do not receive your payment on time.

#### A CHECKLIST OF IDEAS FOR WATER CONSERVATION IN YOUR DWELLING

The cumulative effect of many small water conservation tips can be substantial. Residents are encouraged to conserve water.

#### Report all leaks immediately

Immediately report all leaks to the management office. A faucet or sprinkler head with a small drip can waste up to 600 gallons
per month. A toilet that continues to run after filling the tank—even slightly—can waste as much as 200 gallons a day.

#### When in the bathroom

- Never use the toilet as a wastebasket or flush anything other than toilet paper.
- When brushing your teeth, turn off the water until you need to rinse your mouth. This can save up to 4 gallons a minute.
- Take a shorter shower. If you cut just one minute off your shower time, it can save a significant amount of water. Showers and baths normally use up to 50 percent of interior water consumption.
- · When shaving, either turn off the water after rinsing your razor or fill the sink with hot water instead of letting the faucet run.
- Don't leave water running while cleaning bathroom fixtures.

#### When in the kitchen

- Run your dishwasher only when you have a full load.
- If you wash dishes by hand, don't leave the water running while rinsing dishes. This will conserve 8-to-15 gallons per day
- When cleaning vegetables, use a basin rather than letting the faucet run.
- Use your disposal sparingly, and never for just a few scraps.

#### When doing the laundry

- Wash full loads only, or if it is an option, adjust the water level to match the size of the load. This will conserve 75-to-200 gallons a week. Many washing machines uses more than 40 gallons for each load of laundry.
- Use cold water as often as possible to minimize shrinkage of garments and to save energy.

#### When watering the yard

- Water longer, deeper and less frequently.
- Water early in the day and avoid creating runoff.
- Follow your community's watering restrictions during periods of drought.

Tiana Lovette	Sasha Dukes
Signatures of All Residents	Signature of Owner or Owner's Representative
	October 14, 2021
	Date of TAA Lease Contract
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#### LEASE ADDENDUM FOR ALLOCATING TRASH REMOVAL AND RECYCLING COSTS

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. 125 in the Woodbridge Crossing Apartments

Temple Texas.	partments in
OR	
the house, duplex, etc. located at (street address)	in

, Texas.

- Reason for allocation. Our property receives a single bill for trash removal/recycling. In recent years, many trash haulers and recyclers have increased fees dramatically to keep pace with rising costs associated with landfills and environmental mandates. By allocating this bill, we hope to make residents more aware of the true costs of waste disposal and to help reduce, reuse and recycle, and in turn, lower both costs and the impact on our environment.
- 4. Allocation procedures. Your monthly rent under the TAA Lease Contract does not include a charge for trash removal/recycling. Instead, you will be receiving a separate bill from us each month for trash removal/recycling. We may include this item as a separate and distinct charge as part of a multi-item bill.

You agree to and we will allocate the monthly trash removal/recycling bill for the apartment community based on the allocation method checked below. (check only one)

- A percentage reflecting your apartment unit's share of the total square footage in the apartment community, i.e., your unit's square footage divided by the total square footage in all apartment units.
- A percentage reflecting your apartment unit's share of the total number of people living in the apartment community, i.e., the number of people living in your apartment divided by the total number of people living in the entire apartment community for the month. ("People" for this purpose are all residents and occupants listed in leases at the apartment community as having a right to occupy the respective units.)
- Half of your allocation will be based on your apartment unit's share of total square footage and half will be based on your share of total people living in the apartment community, as described above.
- Per dwelling unit
- X Other formula (see attached page)
- 5. Penalties and fees. Only the total trash removal/recycling bill will be allocated. Penalties or interest for any late payment of the master trash removal/recycling bill by us will be paid for by us and will not be allocated. A nominal administrative fee of \$\_\_\_\_\_\_ per month (not to exceed \$3) will be added to your bill for processing, billing and collecting.

Your trash removal/recycling allocation bill may include state and local sales taxes as required by state law.

- 6. Change of allocation formula. The above allocation formula for determining your share of the trash removal/recycling costs cannot be changed except as follows: (1) you receive notice of the new formula at least 35 days before it takes effect; and (2) you agree to the change in a signed lease renewal or signed mutual agreement.
- Right to examine records. You may examine the trash removal/recycling bill we receive from the trash utility and our calculations related to the monthly allocation of the trash recycling/removal bill during regular weekday office hours. Please give us reasonable advance notice to gather the data.

Tiana Lovette	Sasha Dukes
Signatures of All Residents	Signature of Owner or Owner's Representative
	October 14, 2021
	Date of TAA Lease Contract

#### LEASE ADDENDUM FOR ALLOCATING STORMWATER/DRAINAGE COSTS

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. \_\_\_\_\_125 \_\_\_\_ in the Woodbridge Crossing Apartments

\_\_\_\_\_Apartments in \_\_\_\_\_\_Apartments in \_\_\_\_\_\_Apartments of this addendum will control if the terms of the Lease and this addendum conflict.

- Reason for allocation. Governmental entities impose stormwater/drainage fees to help pay for the cost of maintaining the infrastructure needed to prevent flooding and lessen the impact of pollution on our water system. These fees can be significant. Our property has chosen to allocate this fee so residents are more aware of the true costs associated with these fees and so it is not necessary to raise rents to keep pace with these fee increases.
- 3. Your payment due date. Payment of your allocated stomwater/drainage bill is due 16 days after the date it is postmarked or hand delivered to your apartment. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. You will pay a late charge of 5 percent of your stormwater/drainage bill if we do not receive timely payment. If you are late in paying the stormwater/drainage bill, we may immediately exercise all lawful remedies under your lease contract, including eviction—just like late payment of rent.

4. Allocation procedures. Your monthly rent under the TAA Lease Contract does *not* include a charge for stormwater/drainage costs. Instead, you will be receiving a separate bill from us each month for stormwater/drainage. We may include this item as a separate and distinct charge as part of a multi-item bill.

You agree to and we will allocate the monthly stormwater/drainage bill for the apartment community based on the allocation method checked below. (check only one)

- A percentage reflecting your apartment unit's share of the total square footage in the apartment community, i.e. your unit's square footage divided by the total square footage in all apartment units.
- A percentage reflecting your apartment unit's share of the total number of people living in the apartment community, i.e. the number of people living in your apartment divided by the total number of people living in the entire apartment community for the month. ("People" for this purpose are all residents and occupants listed in leases at the apartment community as having a right to occupy the respective units).
- Half of your allocation will be based on your apartment's share of total square footage and half will be based on your share of total people living in the apartment community, as described above.
- Per dwelling unit
- Other formula (see attached page)
- Penalties and fees. Only the total stormwater/drainage bill will be allocated. Penalties or interest for any late payment of the master stormwater/drainage bill by us will be paid for by us and will not be allocated. A nominal administrative fee of \$\_\_\_\_\_ per month (not to exceed \$3) will be added to your bill for processing, billing and/or collecting.
- 6. Change of allocation formula. The above allocation formula for determining your share of the stormwater/drainage bill cannot be changed except as follows: (1) you receive notice of the new formula at least 35 days before it takes effect; and (2) you agree to the change in a signed lease renewal or signed mutual agreement.
- 7. Right to examine records. You may examine our stormwater/drainage bills from the utility company, and our calculations relating to the monthly allocation of the stormwater/drainage bills during regular weekday office hours. Please give us reasonable advance notice to gather the data.

Tiana Lovette

Signatures of All Residents

Sasha Dukes

Signature of Owner or Owner's Representative

October 14, 2021
Date of TAA Lease Contract

#### LEASE ADDENDUM FOR TRASH REMOVAL AND RECYCLING COSTS-FLAT FEE

1. Addendum. This is an addendum to the TAA Lease Contract for Apt. No. <u>125</u> in the <u>Woodbridge Crossing</u>

Apartme	nts		Apartments
in	Temple	, Texas	
OR			
the house, d	uplex, etc. located at (street add	ress)	in
		, Texas.	

2. Flat fee for trash/recycling costs. Your monthly rent under the TAA Lease Contract does not include a charge for trash removal. Instead, you will be receiving a separate bill from us for such service. You agree to pay a monthly fee of \$\_\_\_\_\_\_\_ for the removal of trash and/or recycling for the apartment community, plus a nominal administrative fee of \$\_\_\_\_\_\_\_ p.00\_\_\_\_\_ per month (not to exceed \$3) for processing and billing.

Your trash/recycling bill may include state and local sales taxes as required by state law.

3. Payment due date. Payment of your trash removal and recycling bill is due 16 days after the date it is postmarked or hand delivered to your apartment. We may include this item as a separate and distinct charge as part of a multi-item bill. You agree to mail or deliver payment to the place indicated on your bill so that payment is received no later than the due date. There will be a late charge of \$\_\_\_\_\_\_ (not to exceed \$3) if we do not receive timely payment of your trash/recycling bill, but we are not obligated to accept late payment. If you are late in paying the trash removal/recycling bill, we may immediately exercise all lawful remedies under your lease contract, including eviction.

Sasha Dukes		
Signature of Owner or Owner's Representative		
October 14, 2021		
Date of TAA Lease Contract		

🕅 Map	Menu 🕸 English	Apar 🖓	tments.com <sup></sup>
Wood	Ibridge Crossing		
About	Amenities Fees Location Education Transportation	Points of Interest Reviews	ч.
	1 space, Unassigned Parking	Unassigned Parking	
	Other Fees		
	Admin Fee	\$50 Application Fee	\$40
	Details		
	Lease Options	Property Information	
	• 12, 13, 14, 15	Built in 1983	
	Short term lease	<ul> <li>176 units/2 stories</li> </ul>	

### Location

202 Woodbridge Blvd, Temple, TX 76504

Y Get Directions