



Filing Receipt

Filing Date - 2024-05-09 10:26:17 AM

Control Number - 56021

Item Number - 636

CY 2024 Registration of Submetered or Allocated Utility Service

Registration Number: S970

Property Owner

Deccan Valley Limited Partnership
4420 Cypress Creek Pkwy, #224
Houston, TX 77068
(281) 444-1585
asset.mgmt@adaracommunities.com

Property Manager

Adara Communities
4420 Cypress Creek Pkwy, #224
Houston, TX 77068
(281) 444-1585
asset.mgmt@adaracommunities.com

Property Where Utility Service Is Provided

The Redland
18979 Redland Rd
San Antonio, TX 78259
(210) 499-0200
asset.mgmt@adaracommunities.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: San Antonio Water System
Date billing begins: 6/1/2024

Changing from Submetered to Allocated

The following supporting documents were uploaded:
The Redland - PUC Letter 5.9.2024.pdf
NES Estimate - The Redland.pdf

Method Used to Allocate Utility Charges

The following methods are used:

- Ratio Occupancy Method
- Occupancy and Size of Rental Unit, Percentage = 50%

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 Owner.



Deccan Valley LP

4420 Cypress Creek Pkwy, #224, Houston, TX 77068

To Chris Burch, Director, Customer Protection Division -

We are writing to you today to request a change from submetered billing to allocated billing for the apartment complex, The Redland, located in San Antonio, TX. The property has been utilizing National Exemption Service (NES) for submetered billing since ownership's acquisition in 02/2023. During this time, management and ownership have been working diligently with NES to solve ongoing equipment issues that have hindered the property from a smooth billing experience. Attempts to correct all issues during this time include, but are not limited to, battery replacements, purchase of new data collector, repeaters, meters, and transmitters, and several attempts to trouble shoot with NES service technicians and ownership representatives over video calls and in person. After over a year of on-and-off issues and several attempts to correct different problems with the system, it is now estimated that the cost to replace the failed equipment is north of \$38,000. This is due to the meters being an old AMCO style/type, which is now outdated and effectively obsolete, preventing the current systems from integrating. The bid received from NES was a minimum of \$38,164 without any additional labor or challenges. Ownership is requesting today that The Redland be approved for a change to allocation method water billing immediately to avoid any future equipment failures and ensure that residents are always billed on-time and fairly. Please do not hesitate to reach out if you have any questions.

Sincerely,

Dylan Zarosky

Asset Manager

E: dylan.zarosky@adaracommunitites.com P: 832-249-2508

Address: 4420 Cypress Creek Parkway Suite 224, Houston TX 77068



PURCHASE AGREEMENT

This Purchase Agreement (“**Agreement**”) is made and entered into this _____ day of _____, _____ (“**Effective Date**”) by and between _____ (“**Owner**”) and National Exemption Service, LLC (“**NES**”).

PARTIES	
“ NES ”	National Exemption Service, LLC
“ Owner ”	
PROPERTY INFORMATION	
Property	The Redlands
No. of Units	204
Property Manager (if any)	
Property Address	18979 Redland Road, San Antonio, TX 78259
Federal Employer Identification Number	
Date Issued	February 21st, 2024 kaw

For valuable consideration the parties agree to the following terms and conditions:

TERMS AND CONDITIONS

I. Introduction. NES is an independent contractor engaged in the business of installing and servicing water, gas, and electric meters, and operating a billing service.

II. Equipment Installation and Maintenance. NES shall provide and install, at Owner’s expense, the following equipment: 204 5/8 x 3/4 inch water meters with couplings, 204 transmitters (“**Equipment**”) pursuant to the terms of the Agreement. This agreement is offered pending site conditions of the Property.

Owner shall be responsible for the installation and maintenance of the submetering system as follow:

A. NES shall connect transmitters to meters, prior to shipping to Owner.

B. The meters are connected to a transmitter that has been pre-programmed and marked to be installed in a specific location. NES shall not be responsible for inaccurate billing, loss of income or cost to repair, due to improper installation.

C. Owner shall be responsible for the installation of each electrical outlet necessary for the automated meter

reading system.

D. Owner is responsible to provide an electrical outlet, in a centralized location for the Computer. Internet Service is required for the Computer. An Internet service must be installed and activated before the installation can begin and is necessary for the submetering system to operate properly and to ensure accurate billings.

III. Ancillary Items. Ancillary items may be required to complete installation. Invoices for ancillary items are to be paid by Owner to NES within thirty (30) days. Invoices outstanding more than thirty (30) days shall accrue. Interest at the rate of 1.5% per month, 18% per annum, but shall not exceed the highest applicable rate allowed by law.

A. Installation Permit Fees. Owner shall be responsible for local installation permit and inspection fees, internet service, phone lines, tests, etc., during the term of this Agreement and must pay for them as incurred.

B. Chargebacks. If NES must visit the Property to assist during the initial installation, a service charge of One Hundred and 00/100 dollars (\$100.00) per Unit and Ninety-Five and 00/100 dollars (\$95.00) per hour and travel expenses will be assessed.

IV. Contract Price. Contract Price is valid for a period of thirty (30) days from the date hereof. The cost of the Equipment shall be One Hundred Eighty-Seven and 08/100 dollars (\$187.08) per meter. Contract Price includes up to Two (2) trips to Property for installation. Additional trips shall be billed out on a Time, Travel, and Materials basis with written approval by Owner. Shipping and handling are added where appropriate.

V. Equipment Payment Term. Bill per Shipment. NES shall invoice Owner, on a monthly basis, for all material shipped plus shipping and handling. Invoices are to be paid by Owner to NES within thirty (30) days. Invoices outstanding more than thirty (30) days shall accrue. Interest at the rate of 1.5% per month, 18% per annum, but shall not exceed the highest applicable rate allowed by law.

INDEPENDENT TERMS AND PROVISIONS

VI. Independent Terms and Provisions. The terms and provisions enumerated in this section shall be construed as independent of other term or provisions in this Agreement or any other agreement which the parties may have, fully performed and not executory, and the existence of any claim or cause of action by Owner against NES, whether predicated upon another term or provision of this Agreement or otherwise, shall not constitute a defense to the enforcement by NES of any other term or provision. The following terms and provisions shall be subject to this section: Equipment Installation, Monthly Billing and Reporting, Collection Service, Maintenance of Meters, Exclusive Right, and the Agreement.

- A. Independent Contractor. NES is an independent contractor to the Owner for the operation of a submetering system at the Property, and as such, Owner understands it may not exercise any control over NES, its employees, or contractors with regard to NES' policies for handling Resident affairs as long as it doesn't adversely affect the operation of the property.
- B. Interruption of Service. State laws specifically prohibit Owner or NES from either having the authority to or the right to request, cause, or require certain interruptions of service to any Resident. Owner will be responsible for compliance and filing obligations required by all such laws.
- C. Exclusive Right. NES shall have the sole right to provide billing service to the Property for the full term of this Agreement absent termination as provided for herein.
- D. Postage, Shipping/Handling. Shall be added where appropriate at the prevailing rate.
- E. Irrevocable License. Owner hereby grants NES the irrevocable license to enter the Property at reasonable times as necessary, for as long as this Agreement is in effect.
- F. Indemnification Agreements. Any damage to the Equipment caused by Resident, Owner, its employees, agents or contractors shall be repaired by Owner at its expense. If Equipment is not repaired in thirty (30) days, NES shall make such repairs and Owner shall pay a reasonable amount to NES for its time and materials in effecting such repairs.
- G. Service Limitations. NES assumes no responsibility for, and shall not be liable for, any interruption of service to the Property arising from acts of God, labor disputes, civil insurrection, vandalism, or other acts beyond NES' control. NES shall not be liable for any interruption of service to the Property arising from an action of any governmental agency.
- H. Property Access. NES shall use good faith efforts to minimize interference with Residents' use of Property. Upon reasonable notice, Owner shall provide an employee or another authorized person to accompany NES, its employees, or contractors, into any Unit, and take such reasonable steps to assure clear access to desired locations as NES, its employees, or contractors deem necessary.
- I. Equipment Ownership and Option to Purchase. All Equipment supplied by NES is initially the personal property of NES. Upon payment in full, all Equipment shall become the property of Owner. In the event this Agreement is disavowed, as provided for by law, Owner, as the case may be shall immediately pay the unpaid portion of the Contract Price, and failure to pay shall entitle NES to exercise any and all remedies outlined in this Agreement. NES shall have and may exercise after demand any and all the rights and the remedies granted to a secured party upon default under the Uniform Commercial Code as in force in the State of Florida on the date hereof.

J. Removal of Equipment. Upon termination of this Agreement, for any reason, unless Owner purchases Equipment, NES shall deactivate, at its expense, all of the Equipment in any practical manner, and may, within ninety (90) days after termination of this Agreement, remove all of the Equipment from the Property, at NES option and expense. Once Owner pays the amounts set forth in this Agreement and the Equipment shall be the property of the Owner and NES shall not remove the same without Owner's written consent.

1. If NES fails to remove the Equipment from the Property within the ninety (90) days, NES shall have forfeited all right, title, and interest in and to Equipment. Owner may retain the Equipment, free and clear of all right, title, or interest of NES, or dispose of the Equipment, at Owner's option, without notice to, or consent of, NES.
2. If NES exercises its option to remove the Equipment, NES shall restore proper connections where Equipment is removed.

K. Non-Waiver. No waiver by NES of any violation or breach of any of the terms, provisions, and covenants in this Agreement shall be deemed or construed to constitute a waiver of any other or subsequent violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by NES to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any other or subsequent violation or default.

L. Default/Attorney Fees. In the event any disputes between Owner and NES arising out of the Agreement should result in litigation, including appeals, the prevailing party shall be entitled to recover all costs thereof, including, without limitation, reasonable attorney fees, from the non-prevailing party.

1. If NES defaults in making any payment to Owner hereunder when due, and if NES fails to cure such default within twenty (20) days after Owner gives written notice to NES of such default, then Owner may terminate this Agreement at any time by giving written notice of termination to NES.
2. If Owner defaults in making any payment to NES hereunder when due, and if Owner fails to cure such default within twenty (20) days after NES gives written notice to Owner of such default with a copy to the Owner and the Owner fails to cure any default as required under Section VI. L 3 below, then NES may (but shall not be obligated) at any time thereafter, with or without notice or demand and without limiting NES in the exercise of any right or remedy which NES may have by reason of such default or breach:
 - a. Terminate this Agreement as to the Owner, and in such event, NES shall be entitled to recover from the Owner, as the case may be, all damages incurred by NES by reason of Owner's default, including accrued Customer Billing Fees, unpaid portions of the Purchase Price, and reasonable attorney's fees.
 - b. In the event the Contract Price has not been paid in full, recover possession of the Equipment within ninety (90) days following NES termination of this Agreement as to the defaulting Owner, as the case may be.
 - c. Declare the Customer Billing Fee and charges due by that defaulting Owner hereunder immediately due and payable, and thereupon the Customer Billing Fee and all fixed charges to the end of the term shall thereupon be accelerated, and NES may, at once, take action to collect the same by distress or otherwise.
 - d. Pursue any other remedy now or hereafter available to NES under state or federal laws or judicial decisions.

3. If the Owner fails to cure any default as set forth in Section VI. L 2 above, or if the Owner fails to cure a default of its failure to timely pay NES any payment to NES hereunder when due then, within twenty (20) days after NES gives written notice to Owner of such default, then NES may terminate this Agreement as to future services at any time by giving written notice of termination to Owner. Termination of this Agreement under this Section does not alter the right and obligations of the parties pursuant to this Agreement prior to such termination.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any fee or other monetary obligation due to NES hereunder or of any damages accruing to NES by reason of the violation of any of the terms, provisions and covenants herein contained. NES' acceptance of delinquent fees due hereunder shall not be construed as NES' waiver of such event of default. No waiver by NES of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any other or subsequent violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by NES to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of any other or subsequent violation or default. Unpaid installments of the Contract Price, Customer Billing Fee or other unpaid monetary obligations of the Owner under the terms hereof shall bear interest from the date due at the highest rate allowed by law.

M. Changes in Ownership or Management. Owner agrees that it will notify NES within twenty (20) days from knowledge of the actual or likely transfer of any management, control, legal or beneficial ownership, bankruptcy, liquidation, foreclosure, or other action affecting the ownership of the Property. Owner agrees that failure to provide such notice shall cause it to be liable for any damages permitted under this Agreement even if such liability would otherwise be transferred or assigned to a subsequent third party.

N. Notices. Any communication, other than normal monthly reports and checks from NES to Owner, required or permitted under this Agreement shall be made in writing, and as elected by the party giving the Notice, delivered personally by messenger, courier service, Federal Express or other reputable overnight courier, or sent by U.S. Postal Service certified mail, with return receipt requested, as follows:

a) In the case of Owner, address to:

b) In the case of NES, address to:

National Exemption Service, LLC

604 Packard Court, Suite A

Safety Harbor, FL 34695

Attention: Gerald P. Baker, President

O. Construction. The parties acknowledge that each party and its counsel have participated in the negotiation and preparation of this Agreement and that the normal rule of construction to the effect that any ambiguities are to be against the drafting party shall not be employed in the interpretation or construction of this Agreement or any amendments hereto.

P. Guarantee. The obligations of Owner hereunder shall be secured by a personal guarantee of _____ ("Guarantor"). Guarantor individually, irrevocably and unconditionally guarantees to NES the full payment and prompt performance of each and every covenant, warranty, representation, provision, term and condition made or to be kept or performed by the Owner in this Agreement.

Q. Miscellaneous.

a. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one instrument.

b. Entire Agreement. This Agreement and any attached Exhibits, which are by this reference incorporated herein, and all documents in the nature of such exhibits, when executed, contain the entire written or oral understandings. Please note all fees are subject to change without notice.

c. Governing Law. This Agreement shall be construed and interpreted in accordance with, shall be governed by, and shall be enforced in all respects according to the laws of the State of Florida. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Agreement and all contemplated transactions, in any forum other than the Sixth Judicial Circuit of the State of Florida, in and for Pinellas County, Florida, with respect to state court proceedings arising from this Agreement, and the Middle District of Florida (Tampa Division) for federal district court proceedings arising from this Agreement, and any appellate court from any thereof. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the Sixth Judicial Circuit of the State of Florida, in and for Pinellas County, Florida, with respect to state court proceedings arising from this Agreement, and the Middle District of Florida (Tampa Division) for federal district court proceedings arising from this Agreement. Each party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

d. Binding Effect. This Agreement shall bind and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, this Agreement has been executed as of the date stated above.

WITNESSES:

National Exemption Service, LLC

By: _____

Gerald P. Baker, President

WITNESSES:

Owner

By: _____

Print: _____

Its: _____

WITNESSES:

Guarantor
