

DOCKET NO. WR-- 4327 Sub 0
FILING FEE RECEIVED \$250⁰⁰

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

APPLICATION FOR CERTIFICATE OF AUTHORITY TO CHARGE FOR WATER AND/OR SEWER SERVICE AND FOR
APPROVAL OF RATES FOR APARTMENT COMPLEXES AND MANUFACTURED HOME PARKS

INSTRUCTIONS

If additional space is needed, supplementary sheets may be attached. If any section does not apply, write "not applicable".

APPLICANT

1. Name of owner The Aspens at Holly Springs, LLC
2. Business mailing address of owner 505 Pecan Street, Ste. 202
City and state Fort Worth, TX Zip code 76102
3. Business telephone number 817-632-6307 Business fax number _____
4. Business email address bmetcalf@aspensseniorliving.com

PROPOSED UTILITY SERVICE AREA

5. Name of Apartment Complex or Manufactured Home Park The Aspens at Holly Springs
6. County (or counties) Wake County
7. Type of Service (Water and/or Sewer) Water and Sewer
8. Supplier of purchased water Town of Holly Springs
9. Supplier of purchased sewage treatment Town of Holly Springs
10. Number of customers - Water 159 Sewer 159
11. Number of customers that can be served (including present customers, vacant units or lots, etc.):
Water 159 Sewer 159
12. For manufactured home parks, are all lots to be served owned by the Applicant? (yes or no) Not Applicable

PROPOSED RATES

(Amount Applicant Proposes to Charge)

13. Water usage rate (not to exceed supplier's unit consumption rate): \$7.66-\$8.87-Tier 4/5; up to 47,256 GPD ADF
14. Sewer usage rate (not to exceed supplier's unit consumption rate): \$5.51 flat rate; up to 38,160 GPD ADF
15. Are the usage rates listed above per ccf or per 1,000 gallons? per 1,000 gallons
16. Monthly administrative fee: _____
(NOTE: NCUC Rule R18-6(a) specifies that no more than \$3.75 may be added to the cost of purchased water and sewer service as an administrative fee to compensate the provider for meter reading, billing, and collection. An additional administration fee amount may be requested to compensate the provider for administrative fees imposed by the supplier.)
17. Bills past due 25 days after billing date (NCUC Rule R18-7(d) specifies that bills shall not be past due less than twenty-five (25) days after billing date).

PERSONS TO CONTACT

	<u>NAME</u>	<u>ADDRESS</u>	<u>TELEPHONE</u>
18. Management Company	<u>Three Trees Management, LLC</u>	<u>505 Pecan St., Ste. 202 Fort Worth, TX 76102</u>	<u>817-632-6307</u>
19. Complaints or Billing	<u>Three Trees Management, LLC</u>	<u>505 Pecan St., Ste. 202 Fort Worth, TX 76102</u>	<u>817-402-4775</u>
20. Emergency Service	<u>Three Trees Management, LLC</u>	<u>505 Pecan St., Ste. 202 Fort Worth, TX 76102</u>	<u>919-736-6165</u>
21. Filing and Payment of Regulatory Fees to Utilities Commission	<u>Three Trees Management, LLC</u>	<u>505 Pecan St., Ste. 202 Fort Worth, TX 76102</u>	<u>817-402-4775</u>

REQUIRED EXHIBITS

1. If the Applicant is a corporation, LLC, LP, etc., enclose a copy of the certification from the North Carolina Secretary of State (Articles of Incorporation or Application for Certificate of Authority for Limited Liability Company, etc.). **(Must match name on Line 1 of application.)**
2. If the Applicant is a partnership, enclose a copy of the partnership agreement. **(Must match name on Line 1 of application.)**
3. Enclose a copy of a Warranty Deed showing that the Applicant has ownership of all the property necessary to operate the utility. **(Must match name on Line 1 of application.)**
4. Enclose a vicinity map showing the location of the apartment complex or manufactured home park in sufficient detail for someone not familiar with the county to locate the apartment complex or manufactured home park. (A county roadmap with the apartment complex or manufactured home park outlined is suggested.)
5. Enclose maps of the apartment complex or manufactured home park in sufficient detail to show the layout of streets, apartment buildings or manufactured home lots, and water and/or sewer mains.
6. Enclose a copy of the supplier's schedule of rates that will be charged to the provider for purchased water.
7. Enclose a copy of the supplier's schedule of rates that will be charged to the provider for purchased sewage treatment.
8. Enclose a copy of any agreements or contracts that the Applicant has entered into covering the provision of billing and collecting and meter reading services to the apartment complex or manufactured home park.
9. If the provider is requesting to include the supplier's administrative fee in its administrative fee, enclose an exhibit listing the master meters serving the apartment complex or mobile home park, indicating for each master meter the size of the meter. Apartment complexes should also indicate the number of apartment buildings served by the meter, and the number of apartments in each apartment building.

FILING INSTRUCTIONS

10. Submit one (1) original application with required exhibits and **original notarized signature** to: [USPS address] **Chief Clerk's Office, North Carolina Utilities Commission, 4325 Mail Service Center, Raleigh, North Carolina 27699-4325**, or [overnight delivery at street address] **Chief Clerk's Office, North Carolina Utilities Commission, 430 North Salisbury Street, Raleigh, North Carolina 27603**. Provide a self-addressed stamped envelope, plus an additional copy, if a file-stamped copy is requested by the Applicant.
11. Enclose a filing fee as required by G. S. §62-300. A Class A company (annual revenues of \$1,000,000 or more) requires a \$250 filing fee. A Class B company (annual revenues between \$200,000 and \$1,000,000) requires a \$100 filing fee. A Class C company (annual revenues less than \$200,000) requires a \$25 filing fee. **MAKE CHECK PAYABLE TO N.C. DEPARTMENT OF COMMERCE/UTILITIES COMMISSION.**

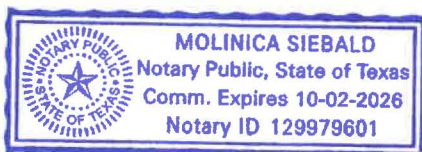
SIGNATURE

12. Application shall be signed and verified by the Applicant.

Signature

Date

13. (Typed or Printed Name) Barry K. Metcalf
personally appearing before me and, being first duly sworn, says that the information contained in this application and in the exhibits attached hereto are true to the best of his/her knowledge and belief.



This the 28th day of April, 2023

Molinica Siebald
Notary Public

My Commission Expires: 10-2-26
Date

Exhibit 1

Certificate of Authority



NORTH CAROLINA

Department of the Secretary of State

OFFICIAL COPY

May 04 2023

CERTIFICATE OF AUTHORITY

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify that

THE ASPENS AT HOLLY SPRINGS, LLC

having filed on this date an application conforming to the requirements of the General Statutes of North Carolina, a copy of which is hereto attached, is hereby granted authority to transact business in the State of North Carolina.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 24th day of September, 2021.

Elaine F. Marshall

Secretary of State



NORTH CAROLINA

Department of the Secretary of State

OFFICIAL COPY

May 04 2023

To all whom these presents shall come, Greetings:

I, ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

APPLICATION FOR CERTIFICATE OF AUTHORITY

OF

THE ASPENS AT HOLLY SPRINGS, LLC

the original of which was filed in this office on the 24th day of September, 2021.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 24th day of September, 2021.

Elaine F. Marshall

Secretary of State

State of North Carolina
Department of the Secretary of State

SOSID: 2275538
Date Filed: 9/24/2021 2:22:00 PM
Elaine F. Marshall
North Carolina Secretary of State
C2021 264 01597

OFFICIAL COPY

May 04 2023

APPLICATION FOR CERTIFICATE OF AUTHORITY
FOR LIMITED LIABILITY COMPANY

Pursuant to §57D-7-03 of the General Statutes of North Carolina, the undersigned limited liability company hereby applies for a Certificate of Authority to transact business in the State of North Carolina, and for that purpose submits the following:

1. The name of the limited liability company is The Aspens at Holly Springs, LLC;

and if the limited liability company name is unavailable for use in the State of North Carolina, the name the limited liability company wishes to use is _____.

2. The state or country under whose laws the limited liability company was formed is TX, United States.

3. Principal office information: (Select either a or b.)

a. ☒ The limited liability company has a principal office.

The principal office telephone number: (817) 632-6307 x_____.

The street address and county of the principal office of the limited liability company is:

Number and Street: 505 Pecan Street, Suite 202

City: Fort Worth State: TX Zip Code: 76102-4060 County: Tarrant

The mailing address, *if different from the street address*, of the principal office of the corporation is:

Number and Street: _____

City: _____ State: _____ Zip Code: _____ County: _____

b. ☐ The limited liability company does not have a principal office.

4. The name of the registered agent in the State of North Carolina is: Capitol Corporate Services, Inc.

5. The street address and county of the registered agent's office in the State of North Carolina is:

Number and Street: 120 Penmarc Drive

City: Raleigh State: NC Zip Code: 27603 County: Wake

6. The North Carolina mailing address, *if different from the street address*, of the registered agent's office in the State of North Carolina is:

Number and Street: 120 Penmarc Drive

City: Raleigh State: NC Zip Code: 27603 County: Wake

APPLICATION FOR CERTIFICATE OF AUTHORITY

Page 2

7. The names, titles, and usual business addresses of the current company officials of the limited liability company are:
(use attachment if necessary) (This document must be signed by a person listed in item 7.)

<u>Name</u>	<u>Title</u>	<u>Business Address</u>
Barry K. Metcalf, Manager of TAHS Manager, LLC	Manager	505 Pecan Street, Suite 202 Fort Worth TX, 76102-4060 United States

8. Attached is a certificate of existence (or document of similar import), duly authenticated by the secretary of state or other official having custody of limited liability company records in the state or country of formation. **The Certificate of Existence must be less than six months old. A photocopy of the certification cannot be accepted.**

9. If the limited liability company is required to use a fictitious name in order to transact business in this State, a copy of the resolution of its managers adopting the fictitious name is attached.

10. (Optional): Please provide a business e-mail address: Privacy Redaction.
The Secretary of State's Office will e-mail the business automatically at the address provided above at no cost when a document is filed. **The e-mail provided will not be viewable on the website.** For more information on why this service is offered, please see the instructions for this document.

11. This application will be effective upon filing, unless a delayed date and/or time is specified: _____.

This the 21st day of September, 2021

The Aspens at Holly Springs, LLC

Name of Limited Liability Company

Barry K. Metcalf, Manager of TAHS Manager, LLC

Signature of Company Official

Barry K. Metcalf, Manager of TAHS Manager, LLC

Type or Print Name and Title

Notes:

1. **Filing fee is \$250.** This document must be filed with the Secretary of State.



Office of the Secretary of State

Certificate of Fact

The undersigned, as Deputy Secretary of State of Texas, does hereby certify that the document, Certificate of Formation for The Aspens at Holly Springs, LLC (file number 804235804), a Domestic Limited Liability Company (LLC), was filed in this office on September 16, 2021.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on September 20, 2021.



A handwritten signature in black ink, consisting of the initials "JE" followed by a long horizontal stroke.

Jose A. Esparza
Deputy Secretary of State

Exhibit 2

Not Applicable

Exhibit 3

Warranty Deed

WAKE COUNTY, NC 145
TAMMY L. BRUNNER
REGISTER OF DEEDS
PRESENTED & RECORDED ON
10/21/2021 16:12:41
STATE OF NC REAL ESTATE
EXCISE TAX: \$5,700.00
BOOK:018759 PAGE:00893 - 00895

Prepared by: THOMAS A. EARLS, ATTORNEY AT LAW
After recording mail to GRANTEE

Revenue Stamps: \$5,700.00
Tax I.D. No(s): 206586

STATE OF NORTH CAROLINA
COUNTY OF WAKE

WARRANTY
DEED

THIS WARRANTY DEED, made this 21 day of October, 2021, from DUNN INVESTMENTS, LLC, a North Carolina limited liability company ("Grantor"), to THE ASPENS AT HOLLY SPRINGS, LLC, a Texas limited liability company ("Grantee"), having a mailing address at 505 Pecan Street, Suite 202, Fort Worth, Texas 76102-4060.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all of that certain lot or parcel of land situated in Holly Springs Township, Wake County, North Carolina and more particularly described as follows:

BEING ALL OF NEW LOT 1, CONTAINING 6.498 ACRES, AS SHOWN ON PLAT ENTITLED "RECOMBINATION PLAT - VILLAGE GATE TRACT 1", PREPARED BY BATEMAN CIVIL SURVEY COMPANY, AND RECORDED IN BOOK OF MAPS 2021, PAGE 895, WAKE COUNTY REGISTRY.

The property hereinabove described was acquired by Grantor by instruments
recorded in
Book 18244, Page 2263, Wake County Registry, and
Book 18244, Page 2306, Wake County Registry.

All or a portion of the property herein conveyed does not include the primary residence
of a Grantor.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

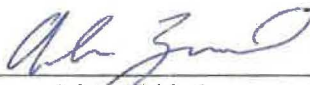
The Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Easements, restrictions and rights-of-way of record, and ad valorem taxes for 2022 and subsequent years.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

DUNN INVESTMENTS, LLC,
a North Carolina limited liability company

By:


Name: Adam Zabrud
Title: Delegate of the Managers

STATE OF NORTH CAROLINA
COUNTY OF WAKE


I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Adam Zabrud personally came before me this day and acknowledged that he is Delegate of the Managers of Dunn Investments, LLC, a North Carolina limited liability company, and that he in such representative capacity duly and voluntarily signed this instrument for the purposes stated therein.

Witness my hand and official stamp or notarial seal, this 19th day of October, 2021.

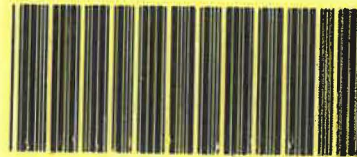
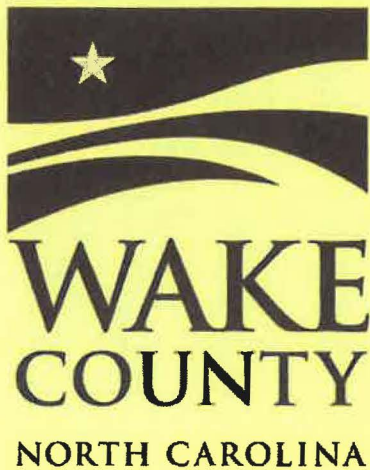
(Notary Stamp or Seal)

My Commission Expires:

THOMAS A EARLS
NOTARY PUBLIC
WAKE COUNTY, NC
My Commission Expires 8-10-2024


Notary Public
Printed Name of Notary:

Thomas A. Earls



BOOK:018759 PAGE:00893 - 00895

Please retain yellow trailer page

It is part of the recorded document and must be submitted with the original for re-recording.

Tammy L. Brunner

Register of Deeds

Wake County Justice Center
300 South Salisbury Street, Suite 1700
Raleigh, NC 27601

☐ New Time Stamp

☐ \$25 Non-Standard Fee

☐ Additional Document Fee

☐ Additional Reference Fee

This Customer Group

_____ # of Excessive Entities

_____ # of Time Stamps Needed

This Document

 3 # of Pages

ER

Exhibit 4

Vicinity Map

VICINITY MAP

NOT TO SCALE

GB ALFORD HWY / NC HWY 55

SITE

S MAIN ST

RALPH STEPHENS RD

CASTAWAY CT

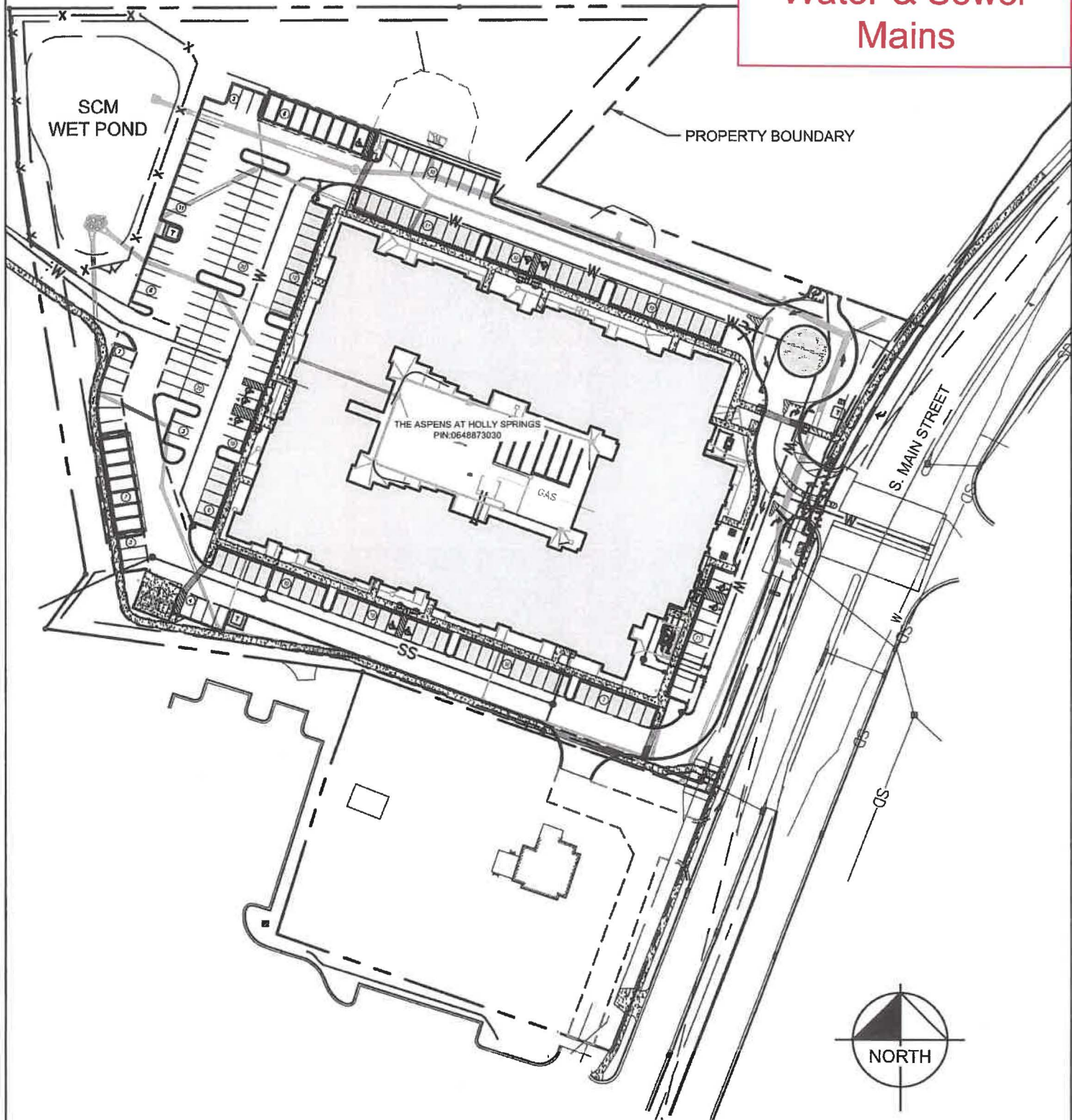
AVANT FERRY RD

NAD 83 / NBRSS 2011 / BPC

Exhibit 5

Map of Apartment Complex

Water & Sewer Mains

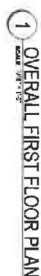


VILLAGE GATE TRACT 1 INFRASTRUCTURE SURETY SITE PLAN

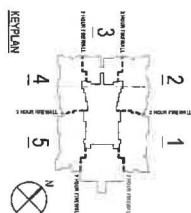
DATE: 4/24/2023



THIS IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.



1st FLOOR



ACCESSIBLE
UNITS

[illegible]

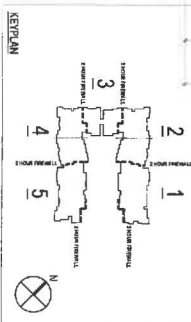
JOHN MARC TOLSON
ARCHITECTURE

Architecture
Planning
Project Management

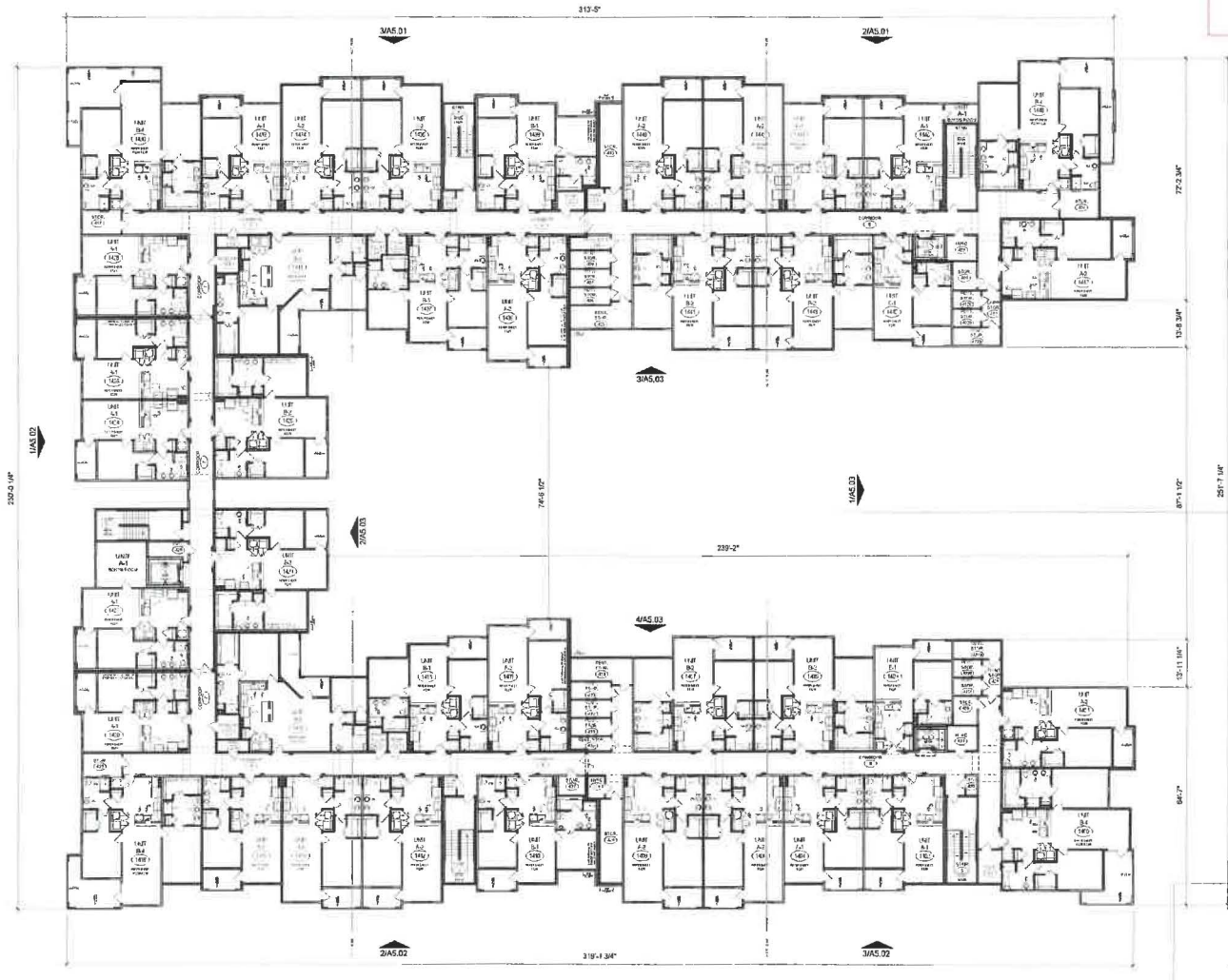
2344 Highway 121 Suite 100 Bedford, Texas 76021
Ph 817.511.0584 • Fa 817.514.0594

The Aspens - Holly Springs





3rd FLOOR



1 OVERALL FOURTH FLOOR PLAN

4th FLOOR



The Aspens - Holly Springs

Active Adult Communities
Holly Springs, NC

ARCHITECTURE
JULIA MARIE TOLSON
2344 Highway 52, Suite 100, Raleigh, NC 27607
PR 919.514.0864 • FX 919.514.0864



DATE	08/11/2021
BY	JMT
CHECKED BY	WCP
DATE	08/11/2021
PROJECT	THE ASPENS - HOLLY SPRINGS
PERMIT	AS NOTED

A1.40

Exhibits 6 & 7 Water & Sewer Rates



Schedule of Rate, Fees, and Charges

This information is for commercial customers only.

Effective August 1, 2022, reflected in September 2022 billing.

For more information, contact Finance – Customer Service at (919) 557-3925.

Commercial Monthly Water Access Fees (Based on Water Meter Size)

WATER

Meter Size (inches)	Access Fee
3/4	\$12.14
1	\$20.24
1 1/2	\$40.48
2	\$64.76
3	\$129.50
4	\$202.34
6	\$404.68
8	\$647.48
10	\$1,699.60

Commercial Monthly Water Volume Rate

Tier 1 (0 – 2,000)	Tier 2 (2,001 – 5,000)	Tier 3 (5,001 – 9,000)	Tier 4 (9,001 – 14,000)	Tier 5 (Over 14,000)
\$4.03	\$5.24	\$6.45	\$7.66	\$8.87

Wastewater Access Fee and Rate

SEWER

Monthly Access Fee	Usage Rate
\$12.66	\$5.51

Industrial Utility Rate Charges

	Water	Wastewater
Monthly Access Fee	\$12.14	\$12.66
Usage Rate	\$4.03	\$5.51

Exhibit 8

Contract with Conservice providing for the billing and collecting
and meter reading services at the property



SUB-METERED BILLING AGREEMENT

Customer: The Aspens at Holly Springs, LLC

Contact: Barry K. Metcalf

Address: 505 Pecan Street, Ste. 202

City, State, Zip: Fort Worth, TX 76102

DocuSigned by: **ACCEPTED FOR CUSTOMER BY:**

Signature:

Barry Metcalf

47EEFBC3F32442F...

Name:

Title:

Date:

Signature:

Name:

Title:

Date:

MY SIGNATURE ABOVE INDICATES THAT I HAVE CAREFULLY READ THIS AGREEMENT (the "Agreement"), INCLUDING THE ATTACHMENTS, COMPLETELY UNDERSTAND IT, AND HEREBY AGREE TO ALL OF IT. THIS AGREEMENT CONSISTS OF THE ATTACHED *SERVICE AND PRICING SCHEDULE* AND ANY ADDITIONAL TERMS AND CONDITIONS DESCRIBED ON THE ATTACHED SCHEDULE(S) AND FUTURE ADDENDA, ALL OF WHICH ARE INCORPORATED HEREIN BY REFERENCE.

If this Agreement is signed by more than one party for Customer, they shall be jointly and severally liable for all obligations of Customer under this Agreement.

I CERTIFY THAT I AM AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE CUSTOMER, AND DO HEREBY AGREE TO THE CONTENT OF THIS AGREEMENT AND ITS SCHEDULES IN THEIR ENTIRETY.

ACCEPTED FOR CONSERVICE BY:

Signature: *J. Matthew Miller*

Name: J. Matthew Miller

Title: CPO

Date: 4/20/2023



CONSERVICE SERVICE AND PRICING SCHEDULE

Marcia Fishwick
2023.04.17
12:00:10 -06'00'

Community Name: The Aspens at Holly Springs Management: Three Trees Management, LLC Legal Name: Three Trees Management, LLC

Complete Address: 1024 S. Main Street, Holly Springs, NC 27540

Tax ID: 85-3700200 Units: 159 Beds: _____ Wizard #: _____ Contract Term: 12 Months

Bill Delivery Preference: ☐ Ebill ☐ Mail

BILLING	<input type="checkbox"/> Conserve Collect <input checked="" type="checkbox"/> Community Collect		Monthly Conserve Invoice/Reimbursement Preferences Delivery Method: Email - hollyinvoices@ipsapts.com Payment Method: ACH/Direct Deposit		Takeover: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Prior Customer/Provider: _____		<input checked="" type="checkbox"/> Multifamily <input type="checkbox"/> HOA <input type="checkbox"/> Student <input type="checkbox"/> Military <input type="checkbox"/> Commercial <input type="checkbox"/> WYSE	
	Method: <input type="checkbox"/> RUBS <input checked="" type="checkbox"/> Sub-metered <input type="checkbox"/> Direct Metered		Occupants to Bill: <input checked="" type="checkbox"/> New Move-ins <input type="checkbox"/> Lease Renewals <input type="checkbox"/> Employees		Retail Units: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Electronic Data Exchange (EDE): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Tenant Software: Resman Accounting Software: Resman	
	UTILITY	MATCH PREVIOUS	METHOD	CAD/FLAT AMOUNT	RAMP UP?	ADDITIONAL INFORMATION		
	Water	<input type="checkbox"/>	Sub-meter Utility Rates	0%	<input type="checkbox"/>	-New Construction -Community Code: ee2735be-bf9c-4b90-a799-4582ff6bffa5 -First Move-In Date: 10/1/23 -No Rent Only Bills -Non-Billable Units: 1148, 1144 -Conserve Install, code: as113 Rent/Ancillary: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	Sewer	<input type="checkbox"/>	Sub-meter Utility Rates	0%	<input type="checkbox"/>			
Trash	<input type="checkbox"/>	RUBS per Unit	0%	<input type="checkbox"/>				
Pest	<input type="checkbox"/>	Flat Fee	\$4.00	<input type="checkbox"/>				
Valet Waste	<input type="checkbox"/>	Flat Fee	\$25.00	<input type="checkbox"/>				
	<input type="checkbox"/>			<input type="checkbox"/>				

FEE NAME	FREQUENCY	OCCUPANT FEE	CLIENT PORTION	\$ OR %	RAMP UP
Billing One-Time Setup Fee	Per Contract	\$0.00	Client Pays	\$300.00	<input type="checkbox"/>
Water/Sewer	Per Month	\$3.75	Client Pays	\$0.00	<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>
					<input type="checkbox"/>

Postal Increase Paid By: ☐ Owner ☒ Resident/Tenant ☐ Neither CPI Increase Paid By: ☐ Owner ☒ Resident/Tenant ☐ Neither

Additional Information: _____ MSA: ☐ Yes ☒ No Client Name: _____

SYNERGY Services Used: (mark all that apply) <input type="checkbox"/> Vacant <input type="checkbox"/> Bill Pay <input type="checkbox"/> EPA Benchmarking <input type="checkbox"/> Owner Conversion (\$1,299) Expected close date: _____ <input type="checkbox"/> New Construction (\$250 per month)	SUB-METER EQUIPMENT If Applicable: Meter Type: Meter Model: Meter Size: Reading System: Measurement: Modem #: Conserve Install: Maintenance Plan: <input type="checkbox"/> Gold If unmarked, on-call pricing	MISCELLANEOUS Products: <input type="checkbox"/> Control * <input checked="" type="checkbox"/> Full <input type="checkbox"/> Self <input type="checkbox"/> Vendor Mgmt <input type="checkbox"/> Resident Tools * <input type="checkbox"/> Check Scanning * <input type="checkbox"/> Sub-meter Installation * <input type="checkbox"/> Energy/ENERGYZE * *Terms and Fees listed on product agenda
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CONTACTS	Contact Name	Role	Email	Phone
	Bo Jones	Regional Manager	bo.jones@investorshq.com	949-900-6180
	Todd Edwards	IT Contact	todd.edwards@investorshq.com	714-386-0482
	Jim Kotman	Accounting Contact	jim.kotman@investorshq.com	949-900-6187
ADD. INFO				

Sales: Mary Lou Cabrera Account Manager: _____ Inside Sales Rep: Justin Argyle Customer Initials: DS Conserve Initials: BA

OFFICIAL COPY

May 04 2023

JMM

I. DEFINITIONS. Property refers to the real property of Customer as listed in the Service and Pricing Schedule. "Property Contact" refers to the person designated by Customer as the primary contact for the Property. "Service and Pricing Schedule" refers to the form on page two of this Agreement. "Tenant" refers to any and all tenants of the Property. "Equipment" refers to the sub-metering equipment (including any reading system and all related components) installed at the Property. "Customer" refers to the entity set forth on the signature page bound as a party to this Agreement. "Conservice" refers to Conservice LLC, a Utah Limited Liability company. "Effective Date" refers to the later of (1) the date on which the last party has signed this Agreement or (2) the date on which billing services commence.

II. BILLING SERVICES

A. Initial Customer Obligations: Customer agrees that it will provide Conservice with the following information as soon as possible following the execution of this Agreement (hereinafter referred to as "Initial Service Information"): a Tenant listing (rent roll), including an address listing for each unit, a copy of a Tenant lease or utility addendum, all utility bills received by the Property in the prior twelve (12) months, a copy of the Property's most recent property tax bill (if utility charges are contained on the tax bill), and any information required to access and read the Equipment, such as passwords or meter identification numbers. After receipt of all required Initial Service Information, Conservice will schedule a start date for the performance of billing services; and this start date will be determined by Conservice at its sole discretion. Conservice reserves the right to alter the scheduled start date at any time and at its sole discretion to ensure accurate delivery of billing services.

B. Recurring Customer Obligations: Customer shall appoint a full-time employee of the Property, such as the Property manager, to act as the Property Contact. In the event the Property Contact no longer works for the Property, becomes a part-time employee, or takes a leave of absence to exceed one month, Customer shall appoint a new Property Contact and shall promptly notify Conservice of the change. Unless electronic data exchange is used, Customer shall cause the Property Contact to provide Conservice with weekly Tenant status changes such as move-in and move-out information, including billing addresses, and any other information deemed by Conservice to be necessary for the ongoing calculation of Tenant bills; Property Contact shall provide Conservice with copies of Property utility bills from the local utility provider(s) within two business days of receipt. Customer shall ensure that the Property Contact or other responsible property personnel participate in a training session with a Conservice representative prior to the commencement of Conservice's billing services and that any subsequently assigned Property Contact(s) participate in a training session with Conservice within one week of being assigned as Property Contact. Conservice has developed proprietary videos and informational training materials. Access and use of these training materials is restricted exclusively to persons who have been approved by Conservice. Customer assumes the responsibility to ensure all of Customer's users keep these materials confidential. Customer acknowledges that all training materials are copyrighted, with the copyrights being owned and managed by Conservice. Conservice reserves the right to revoke any user's access for any reason without advance warning.

C. Billing Method: By selecting the specific RUBS billing method on the Service and Pricing Schedule, Customer is authorizing and directing Conservice to bill its Occupants according to that RUBS billing method. Subject to applicable laws, Customer may modify the billing method and calculations by notifying Conservice in writing at least 30 days before the change is effective. All billing statements will be sent via electronic billing (ebills) unless otherwise agreed to by the parties.

D. Tenant Leases: CUSTOMER WILL ENSURE THAT EACH AND EVERY TENANT TO BE BILLED IS BOUND BY A SIGNED LEGAL AGREEMENT WITH CUSTOMER (such as a lease or rental agreement) TO PAY ALL CONSERVICE BILLS AND ASSOCIATED FEES PRESENTED BY CONSERVICE IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT PRIOR TO THE COMMENCEMENT OF BILLING SERVICES FOR EACH TENANT. Customer shall ensure that all fees to be billed or collected by Conservice from Tenants are agreed to in its written rental agreements, including, but not limited to, monthly billing fee(s), set-up fees, move-out fees, late fees and NSF fees. Customer shall indemnify, hold harmless and defend Conservice and its officers, employees and agents from and against any claims, losses, costs, damages, lawsuits, judgments, liabilities, including attorney's fees and expenses, arising or alleged to have arisen out of or resulting from the failure of Customer to meet its obligations in this paragraph.

E. Collecting Tenant Payments: When Conservice performs collection services (if the type of service listed on the Service and Pricing schedule indicates "collect"), it shall collect Tenant payments for the bills sent out pursuant to this Agreement. Conservice shall instruct the Tenants to mail all payments, timely or late, to a designated Conservice post office box where payments will be processed. Conservice shall also accept payments by phone or on-line (subject to a payment handling fee). Conservice will post payments each day on regular business days. When Conservice receives late payments, Conservice will credit them first to the oldest invoice then to the next oldest invoice and so forth until the applicable Tenant account is current. Conservice will accept full or partial payments and post them against the oldest outstanding invoice. Customer agrees to forward all Tenant payments received by Customer immediately to the Conservice post office box or enter the amount of the payment on the Conservice internet site. Conservice shall charge Tenants for checks returned for non-sufficient funds or other causes, as allowed by law, as indicated on the Service and Pricing Schedule. Conservice shall charge and retain Tenant late fees as indicated on the Service and Pricing Schedule. Customer shall be solely responsible for pursuing any legal remedies against Tenants who do not pay Conservice bills. In the event that Conservice is not providing "collect" services, and Customer is more than sixty days delinquent in the payment of any invoices or fees to Conservice, Conservice may

immediately change the service provided to a correct service. Conservice may, at its option, send electronic bills to Tenants instead of paper bills (provided, however, that consent is obtained from each Tenant).

F. Reporting and Holding Account Remittance: On a monthly basis, Conservice will provide Customer with Conservice's standard billing report package, which Conservice may change from time to time provided that the content of such reports does not materially change. Additional reports may be requested for additional fees. Conservice shall deposit all funds which Conservice collects from Tenants into a designated holding account. Each calendar month, Conservice will send the Customer a check for all monies due. The amount of the check will equal the total collected from the Tenants less all applicable service and collection fees that are to be retained by Conservice according to the Service and Pricing Schedule.

G. Payment of Invoices, Fees and Taxes: Customer agrees to pay all fees designated in this Agreement. Customer's obligations to pay all charges that shall have accrued during the term of this Agreement will survive any termination of this Agreement. Late payments by Customer will incur an interest rate charge of 1.5 percent per month on the unpaid balance, compounded daily, or the maximum allowed by law, whichever is less. If Customer will collect money from Tenants, invoices from Conservice will be due and payable in full within 30 days of the date of invoice. If Conservice will collect money from Tenants, Conservice shall first apply Tenants' payments to current and past due amounts owed to Conservice by Customer, and then transmit the balance to Customer. Customer shall pay all charges including permit fees and sales tax (Federal, State, and Local) which may be imposed or levied upon the services performed pursuant to this Agreement. Conservice reserves the right to suspend billing services if Customer is more than sixty days delinquent in payment of all fees owed pursuant to this Agreement.

H. Term and Pricing: The term of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with the terms of this Agreement, shall remain in effect until Conservice has provided billing services for the number of months listed on the Service and Pricing Schedule. At the end of each term, this Agreement shall automatically renew for succeeding terms of twelve (12) months, unless sixty (60) days prior to the expiration of any term, either party shall provide the other written notice of its intention not to renew. Notwithstanding anything in this Agreement to the contrary, if this Agreement is terminated by Customer prior to the expiration of the then-current term, a termination fee (which Customer agrees is a reasonable calculation of damages incurred by Conservice as a result of any such termination) shall be immediately due equal to the utility billing fees that would have been paid to Conservice over the course of six (6) months or the remainder of the then-current term, whichever is less. At the end of each twelve (12) month period, Conservice may increase the fees listed in the fee schedule by the greater of 5% or the annual percentage increase in the Consumer Price Index for All Urban Consumers as published by the Bureau of Labor Statistics of the United States Department of Labor. In the event that the United States postal rate for first class service increases at any time during the term of this Agreement, Conservice may increase the monthly billing fee in the amount of the increase.

III. EQUIPMENT AND MAINTENANCE

A. Prior to commencing billing services using the Equipment, Conservice may perform a reading assessment of the sub-metering system to identify those units where the meter reading system is not performing. Conservice, at its option, may choose not to bill any Tenant(s) unless the Equipment is functioning properly. Customer agrees that the Equipment's personal computer (or other data transmitting device), and the location of such computer (or device) will be suitable for its use and in close proximity to the dedicated telephone line, Ethernet connection, or wireless network, and to a 110 VAC wall outlet.

B. Conservice will provide the maintenance service selected on the Service and Pricing Schedule, as described below. Customer agrees that Conservice may change Customer's maintenance selection to "On-Call" maintenance at any time by giving Customer sixty (60) days written notice.

I. Gold: Conservice will perform a detailed remote analysis of the Sub-Meter Equipment four times per year and an assigned Meter Manager will investigate any issues found. Conservice will schedule up to four visits per year with the Customer to have a technician provide testing, repairs, and replacement of equipment as necessary to ensure meter reads are being provided. If no issues are identified by the remote analysis, Customer will be notified that no scheduled visit is necessary and the required maintenance visit will be deemed to have been provided. If Customer would like to include otherwise functioning equipment on a Conservice maintenance visit due to concerns over high or low consumption being measured, Conservice may first require that Customer perform troubleshooting steps to ensure there is an actual issue with the equipment. In the event any necessary replacement part(s) are on backorder or temporarily unavailable, Conservice reserves the right to delay the repair until after all necessary replacement parts have been received by Conservice or Customer, as may be the case. Excluded from the Gold Maintenance Plan are the repair of Equipment damage caused by persons or natural events, damage to Equipment caused by poor water quality (i.e. build-up, debris, etc.), maintenance to telephone lines, any issues/defects that existed at the time Conservice began providing billing services (i.e., un-plugged, disconnected, malfunctioning, meter mapping, etc.), Remote Readers/Pads, battery related problems including any Equipment with irreplaceable batteries that have failed, obsolete Equipment, and any Equipment that at Conservice's discretion is not considered an industry standard or for which repairs are substantially higher in cost than similar repairs for a standard system. Customer is responsible for notifying Conservice within 72 hours of scheduled service date of any cancellations. Cancellations with less than 72 hours' notice will incur a cost of \$450 per scheduled day of service.

II. On-Call: Customer elects to maintain any Equipment itself, and Conservice may be available to perform repairs on an on-call basis. Upon Customer learning of an Equipment deficiency either by its own means or upon notification from Conservice, Customer shall within fifteen (15) days 1) order any necessary replacement parts and arrange to make the repair(s) itself or 2) request Conservice to make the repair(s). Upon request, Conservice will provide Customer with free repair estimates based on symptoms described over the phone as a courtesy. Conservice may provide technical support over the phone to Customer or a third party at one-half Conservice's hourly labor rate. Repairs made by Customer or a third party shall be completed either within thirty (30) days of Customer learning of the respective Equipment deficiency or within five days of receiving any necessary replacement parts, whichever is later. Should Customer fail to cause the repair(s) to be made in the allotted time, Customer agrees that Conservice, at its option, reserves the right to either (1) make the repairs and invoice Customer at Conservice's current standard per hour rate, at a minimum of one hour, plus materials, travel time and travel costs or (2) terminate this Agreement by giving Customer fifteen (15) days written notice.

C. When scheduling a maintenance visit of any kind, Conservice will give Customer at least 48 hours' notice and make reasonable efforts (whenever possible) to accommodate special requests made by Property Contact. It is Customer's sole responsibility to adhere to all applicable local and/or state laws/ordinances regarding entry into and/or interruption of utility services to Tenant units. Conservice strongly recommends the Property Contact assign a Property employee to escort Conservice personnel while on the Property's premises in order to minimize liability. However, if Customer chooses not to or is unable to have a Property employee escort Conservice personnel while on the Property's premises, Customer hereby releases Conservice from liability in any and all claims arising from Conservice's presence on the Property's premises, including Tenant units. If Conservice is unable to perform all of its scheduled maintenance due to an inability to access any applicable part of the Property for any reason whatsoever, Customer agrees to reimburse Conservice for its time, including travel time, at Conservice's current standard per hour rate, plus reasonable travel costs. Customer shall promptly pay Conservice for any and all charges upon receipt of an invoice in accordance with this Agreement.

IV. GENERAL TERMS

A. Cancellation and Breach: Either party shall have the right to terminate this Agreement upon any of the following: (1) Immediately upon written notice to the defaulting party in the event that the defaulting party materially breaches the terms hereof and fails to cure such breach within sixty (60) days after receipt of written notice thereof from the non-defaulting party; or (2) immediately upon written notice in the event that the other party becomes subject to any bankruptcy or insolvency proceeding under federal or state law, makes a general assignment for the benefit of its creditors, becomes insolvent, becomes subject to direct control by a trustee, receiver or similar authority or terminates or suspends its business. In the event of any termination of this Agreement by Conservice, the Customer will promptly pay Conservice for any and all services performed by Conservice on behalf of Customer prior to the effective date of termination, as well as all direct and indirect costs incurred by Conservice in order to collect the foregoing amounts, including, but not limited to, Conservice's reasonable attorney's fees.

B. Liability: FOR ANY AND ALL SERVICES PERFORMED PURSUANT TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, MONTHLY BILLING SERVICES), IN NO EVENT WILL CONSERVICE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES, OR ANY KIND OR TYPE OF LOST BUSINESS, ACTUAL OR PERCEIVED LOST PROFITS, LOST DATA OR INFORMATION, ACTUAL OR PERCEIVED LOST REVENUES, OR ANY LOST SAVINGS, REGARDLESS OF ANY FAULT, AND REGARDLESS AS TO WHETHER CONSERVICE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. Conservice will only be liable for damages resulting from its proven gross negligence or intentional breach of this Agreement. Furthermore, Customer agrees that in no event will Conservice's aggregate liability for any and all claims, whether in contract, tort or any other theory of liability, exceed the total amount actually received by Conservice under this Agreement during the preceding two (2) calendar months prior to the month in which such losses or damages are said to have occurred (or, if no amounts have been received by Conservice under this Agreement in the preceding two months, the amounts Conservice received from Customer in the month in which the actual losses and damages occurred).

C. Indemnity: Subject to section B above, Customer and Conservice agree to indemnify, defend, and hold harmless each other and the other's directors, officers, employees and agents from and against all claims, losses and liabilities arising out of or resulting from the grossly negligent acts or willful misconduct of the indemnifying party's employees or agents and/or any acts performed by the other under the direction of the indemnifying party, its employees or agents.

D. Assignment and Succession: Either party may assign this Agreement. If this Agreement is assigned by Customer, Customer shall immediately provide Conservice written notice thereof, along with the name of the new owner, date of sale and any other information the Customer deems relevant. If Customer sells/transfers the Property and the transferee does not assume this Agreement at the time of the closing of the transfer, all outstanding amounts owed Conservice by Customer shall become immediately due and payable.

Governing Law and Arbitration: The formation, interpretation and performance of this Agreement shall be governed by and construed according to the laws of the state in which the Property is located. **Any controversy, claim or breach arising out of or**

relating to this Agreement shall be settled by binding arbitration, held in the state where the Property is located and administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

F. Waivers, Notices and Payment Performance: No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or excuse of breach is, in writing, signed on behalf of the party against whom the waiver is asserted. No such waiver or excuse of breach of any provision of this Agreement by either party shall be deemed to be an ongoing waiver or excuse of subsequent breaches of any provision of this Agreement by the other party. No delay or omission in the exercise of any remedy shall impair or affect a party's right to exercise the same. All notices to the other party must be in writing and may be faxed, delivered personally, or sent by certified or registered mail, return receipt requested, or by a recognized overnight courier service. All notices shall be sent using the address designated in writing in this Agreement or subsequent addendum(s). Any notice shall be deemed given when delivered. Conservice may, at any time, decline to make any shipment or delivery or perform any work except upon receipt of payment or security satisfactory to Conservice. In the event that Customer fails to make any payment when due, or becomes insolvent, Conservice may either declare the entire sum remaining unpaid to be immediately due and payable and avail itself of any remedy in effect now or at the time of default under this Agreement, the Uniform Commercial Code or any other statute, including reasonable attorneys' fees.

G. Force Majeure: Conservice shall not be liable to Customer for any failure or delay caused by events beyond Conservice's control, including, without limitation, Customer's failure to furnish necessary information requested by Conservice; actions or inactions of Tenants (including non-payment of any amount due under this Agreement); actions or inactions of any government agency; sabotage; failure or delays in transportation or telecommunications; labor disputes; vendor failures; or shortages of labor, fuel or raw materials. In the event of any such delay or failure of performance, the date of delivery or performance shall, at the request of Conservice, be deferred for a period equal to the time lost by reason of the delay. In no event shall Conservice be liable for any delay or re-procurement costs for failure to meet any delivery or performance date.

H. Government Requirements: Customer shall be solely responsible for performing all government and/or utility company mandated tests and filings, such as safe drinking water or other testing, any and all state or local filings, and for ensuring that the services performed pursuant to this Agreement comply with all applicable regulations, including, but not limited to landlord tenant laws. Customer shall also be solely responsible for obtaining permission to perform sub-metering or allocation services from government agencies or utility companies (where required).

I. Amendments, Severability, Entire Agreement, Construction, Miscellaneous: No amendment or modification of this Agreement shall be valid or effective unless put into writing and signed by Conservice and Customer. If any portion of this Agreement is invalid, illegal or unenforceable, the other portions shall not be affected in any way and this Agreement shall be interpreted to enforce such provision consistent with the intentions of the parties to the maximum extent permitted by applicable law. This Agreement and all currently attached and future exhibits, addendum(s), and schedules, which collectively are called the Agreement, shall constitute the entire Agreement. All prior negotiations, proposals, bids, orders and any other communications regarding the subject matter of this Agreement are superseded by this Agreement and there are no other understandings, agreements, or express or implied representations regarding the subject matter of this Agreement. Where this Agreement differs from any included Customer purchase order, this Agreement prevails. The parties agree that this Agreement was fully negotiated by the parties and, therefore, no part of this Agreement shall be interpreted against the party that drafted it. All paragraph captions are for reference only, and shall not be considered in construing this Agreement.

Exhibit 9

Provider is requesting to include the supplier's administrative fee in its administrative fee



Schedule of Rate, Fees, and Charges

This information is for commercial customers only.

Effective August 1, 2022, reflected in September 2022 billing.

For more information, contact Finance – Customer Service at (919) 557-3925.

Commercial Monthly Water Access Fees (Based on Water Meter Size)

WATER

Meter Size (inches)	Access Fee
3/4	\$12.14
1	\$20.24
1 1/2	\$40.48
2	\$64.76
3	\$129.50
4	\$202.34
6	\$404.68
8	\$647.48
10	\$1,699.60

Provider is requesting to include the supplier's administrative fee in its administrative fee

Commercial Monthly Water Volume Rate

Tier 1 (0 – 2,000)	Tier 2 (2,001 – 5,000)	Tier 3 (5,001 – 9,000)	Tier 4 (9,001 – 14,000)	Tier 5 (Over 14,000)
\$4.03	\$5.24	\$6.45	\$7.66	\$8.87

Wastewater Access Fee and Rate

SEWER

Monthly Access Fee	Usage Rate
\$12.66	\$5.51

Industrial Utility Rate Charges

	Water	Wastewater
Monthly Access Fee	\$12.14	\$12.66
Usage Rate	\$4.03	\$5.51