



City of Lauderhill Utility

RE-METERING AGREEMENT

THIS AGREEMENT is made and entered into this 4th day of January, 2024,
by and between the City of Lauderhill, a municipal corporation with principal offices located at
5581 West Oakland Park Boulevard, Lauderhill, Florida 33313 (hereinafter "CITY") and
Westgate On University
(hereinafter "OWNER"), to provide for re-metering of water meters on the property known as
77 Lauderhill Holdings
located at 5471 N. University Lauderhill FL 33351
(hereinafter "PROPERTY").

WHEREAS, the City Commission of the City of Lauderhill passed Ordinance No. 000-5-28 amending The Code of Ordinances Section 21-46 to allow a property owner, pursuant to express written agreement only, to install individual water meters for Individual Consumer Units, in order to separately bill each Individual User based upon his/her actual consumption; and

WHEREAS, OWNER is the lawful owner of the PROPERTY described above; and

WHEREAS, OWNER desires to install individual water meters for each Individual Consumer Unit (hereinafter "SUBMETERS") on the PROPERTY;

WHEREAS, REMETERING shall mean the resale of water service by use of a SUBMETER by an OWNER at a rate or charge which does not exceed the OWNER'S actual purchase price from the CITY; and

NOW, THEREFORE, in consideration of the terms and conditions, provisions, covenants and promises hereinafter set forth, the Parties agree that:

- #1. The foregoing Whereas clauses are true and correct and are hereby incorporated herein by reference thereto.
- #2. The CITY consents to the use of REMETERING on the subject PROPERTY, subject to the limitations set forth in this Agreement, in Chapter 21 of the Code of Ordinances of the City of Lauderdale, in any Federal, State, and Local Law or Administrative Rule, the South Florida Building Code, all as may be amended from time to time, the American Water Works Association ("AWWA"), and any applicable developer's agreement for the PROPERTY.
- #3. OWNER is solely responsible for all costs associated with the REMETERING of the water meters on the PROPERTY, including, but not limited to, the cost of the installation of all water SUBMETERS and associated plumbing and shall obtain all required permits prior to the installation of same.
- #4. The use of SUBMETERS shall be limited to the purpose of allocating the direct cost of water and sewer service to Individual Users, and should be billed at a rate consistent with the rate billed by the City, as provided in Section 21-47 of the City Code, as may be amended from time to time. At no time shall the OWNER be permitted to charge an Individual User more than the actual direct cost of the water and sewer consumption by that Individual Consumer Unit.
- #5. OWNER will read the SUBMETERS on a periodic schedule and use the readings to determine the water use among the Individual Consumer Units, and others who shall be lawfully entitled to receive same.
- #6. OWNER shall test and inspect all SUBMETERS within the time intervals recommended by the American Water Works Association ("AWWA") for the applicable size and type of SUBMETER, by a facility that is accredited and in compliance with AWWA Standards. In addition, SUBMETERS shall be tested for accuracy of flow rates and test flow quantities in accordance with applicable AWWA Standards. No SUBMETER shall be placed into service unless it has been tested by a certified testing facility to comply with AWWA Standards for accuracy. OWNER agrees to perform a test of the accuracy of a SUBMETER upon reasonable request by the CITY.
- #7. OWNER is strictly prohibited from charging rates greater than those charged by the CITY. However, in addition to the direct costs of the water and sewer services provided to the Individual User, the OWNER shall be entitled to charge a nominal fee to the Individual User to compensate for actual costs to the OWNER for preparation of billing and paperwork as can be justified by the OWNER. The CITY reserves the right, but not the obligation, to audit the prorated bills distributed to the Individual Users to verify that the aggregate amount charged to the Individual Users is not greater than the direct amount charged to the OWNER by the CITY. OWNER agrees to supply billing information to the CITY as requested.
- #8. OWNER shall pay CITY an annual fee of Five Dollars (\$5.00) per unit on the PROPERTY for monitoring and auditing said REMETERING system as necessary. Said

PROPERTY being composed of 83 units, which results in a total annual fee due in the amount of \$ _____. This annual fee is due by October 30th each year. Upon thirty (30) days written notice, the CITY reserves the right to increase this annual fee if the CITY's direct cost to provide its services under this Agreement increases.

#9. OWNER shall distribute information regarding the REMETERING to all Individual Users who will receive distributed utility bills. Included in that information will be the name and phone number of the appropriate OWNER'S representative to whom all billing inquiries can be directed.

#10. Upon reasonable request of an Individual User, OWNER shall make the following available for the Individual User's inspection:

- a. The direct billing from the CITY to the OWNER for the current month and the twelve (12) preceding months.
- b. The calculation for the billing for the current month and the twelve (12) preceding months.
- c. All SUBMETER readings and user billings for the Individual Unit for the current month and the twelve (12) preceding months.
- d. All SUBMETER test results for the Individual Unit for the current month and the twelve (12) preceding months.

#11. OWNER shall abide by all provisions set forth in Chapter 21 of the Code of Ordinances of the City of Lauderdale, any Federal, State, and Local law or Administrative Rule, and the South Florida Building Code, all as may be amended from time to time, the American Water Works Association, and any applicable developer's agreement for the PROPERTY.

#12. This AGREEMENT can be revoked at any time by the CITY for failure of the OWNER to comply with any provision of this Agreement, at which time OWNER shall immediately cease and desist all REMETERING activities. In addition, should OWNER fail to comply with any provision of this Agreement, the OWNER shall be fined at a rate of Two Thousand Five Hundred Dollars (\$2,500.00) per day per violation. Should OWNER fail to cure said violation within forty-five days after receipt of written notice by the CITY of said violation, the CITY shall have the right to remove all REMETERING devices from the PROPERTY. Said notice shall be deemed effective five (5) days after mailing. The CITY shall not be liable for any costs associated with the removal of said REMETERING devices and shall not be responsible for the reconnection or reinstallation of any such devices. OWNER shall reimburse CITY for the actual costs incurred by the CITY to remove said devices. OWNER shall not be permitted to continue REMETERING activities until the CITY has issued a written notice that said violation has been satisfactorily cured.

#13. The CITY shall in no way be liable or responsible for any problems with the water or sewer services which are caused by the REMETERING of the PROPERTY; OWNER shall

solely bear all related responsibility and costs in order to ensure the prompt provision of water and sewer services to the Individual User.

- #14.** The OWNER, its officers, directors, members, employees, volunteers, assistants, agents, successors, and assignees shall be an independent contractor and at no time shall be considered an employee or agent of the CITY. The OWNER hereby agrees at no time to represent or cause to be represented that they are employees or agents of the CITY.

IN WITNESS WHEREOF, the Parties have made and executed this Remetering Agreement on the respective dates indicated below.



CITY OF LAUDERHILL

ATTEST:

City Manager, Desorae Giles-Smith

City Clerk
Andrea M. Anderson

Date: _____



OWNER

Westgate On University
(Name of Property)

Palomo
(Signature)

Cindy Palomo Community Manager
(Print Name and Title)

954-440-7081
(Phone #)

Date: 01/04/2024

Witness:

[Signature]
(Signature)

Andrew Welch
(Print Name)

**ADDENDUM TO ENERGY SOFTWARE AND SERVICES MASTER SERVICES AGREEMENT
BETWEEN
YES ENERGY MANAGEMENT, INC. ("YES") AND WESTDALE ASSET MANAGEMENT LTD ("CLIENT")
(this "Addendum")**

Addendum Effective Date: June 19, 2023

YES Pin #: 100019937

YES Order #: 380130

Client and YES revise their Energy Software and Services Master Services Agreement dated June 21, 2021 (the "Agreement") as follows:

1. YES will provide the services specified below as part of Schedule A (Fee Schedule) under the terms of the Agreement. The services shall be provided to the Properties as outlined in Exhibit 1 (Property List).

Monthly Fees				
Description	UOM	Count	\$/UOM	Monthly Fee Increase/Decrease
Billing Service Fee	bill sent	TBD	\$3.75	included in arrears
Utility Billing, Utility Invoice Processing & Bill Pay				
UIP- Vacant Cost Recovery Add-On	occurrence	TBD	\$15.00	included in arrears
Total				TBD

One-Time Fees				
Description	UOM	Count	\$/UOM	One-Time Fee
Change of Ownership	Property, per occurrence	TBD	\$199.00	included in arrears
Total				TBD

Additional Terms

2. **PAYMENT TERMS (excluding applicable taxes):**

- a) **Monthly Fees:** All Monthly Fees will be billed monthly in arrears and are due 30 days from the date the invoice is sent to Client.
- b) **One-Time Fees:** Due 30 days from the date the invoice is sent to Client.
- c) **Minimum Fee** is the base prices outlined below.

- (i) If Client's Fees outlined above do not exceed the base prices indicated for the corresponding services below, YES shall charge to Client the Minimum Fee.

Base Prices	Services
\$150.00/Property/month	Utility Billing & Utility Invoice Processing

- (ii) If a Property using both Utility Billing and Utility Invoice Processing services activates Utility Invoice Processing services without the Utility Billing service, a \$125.00/Property/month minimum charge shall apply. This minimum shall not apply to any Property priced above on a per account/meter processed basis.

3. YES will attempt to pass through its service Fees to tenants where allowed by law. However, Client acknowledges and accepts that Client may have to pay part or all of these Fees.

4. Client agrees to indemnify, defend, and hold YES harmless from and against any and all claims, demands, losses, judgments, costs, expenses (including attorneys' fees), and liabilities arising from or related to the following charge(s) and methodologies to the extent Client requests that YES implement them:

- (i) Billing a flat fee for commodities;
- (ii) Billing an administrative fee higher than or in addition to any Fees under the Agreement, and any subsequent addenda;
- (iii) Billing past control fees in Florida, Texas and Arizona; and
- (iv) Billing utilities at rent control and rent stabilized properties.

YES does not represent, warrant, or covenant that Property's billing program is or will be compliant with applicable utility billing laws or regulations. Should a compliance issue be identified at a Property, YES reserves the right to forgo implementation of or to modify a Property's billing program, including not passing through any such service fees to tenants, and any exercise of such rights shall not be considered a breach of the Agreement.

ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

Please indicate your approval by signing and returning this document to your salesperson or to Sales Support at SalesAdmin@yardi.com.

APPROVAL

WESTDALE ASSET MANAGEMENT LTD ("Client")

By: Brandon Finch

Date: 6/21/23

Print Name: Brandon Finch

Title: Asset Manager

YES ENERGY MANAGEMENT, INC. ("YES")

By: Michael Remorenko

Date: June 21, 2023

Print Name: Michael Remorenko

Title: Authorized Representative

EXHIBIT 1

Property List

#	Property Name	Unit	Address	City	State	Zip	Licenses/ Services Requested
1	Westgate on University	501	5475 N University Dr	Lauderhill	FL	33351	UB+UIP+BP, VCR, COO
Total Units		501					

Licenses/Services Key	
UB+UIP+BP	Utility Billing, Utility Invoice Processing & Bill Pay
VCR	Vacant Cost Recovery Add-On
COO	Change of Ownership