



September 16, 2022

VIA E-MAIL (jcomeau@urc.in.gov)

Mr. Jeremy Comeau

Assistant General Counsel

Indiana Utility Regulatory Commission

101 W. Washington St., Ste. 100 East

Indianapolis, IN 46204

RE: Water Submetering/Sub-Billing Strawman July 26, 2022 Strawman Draft

Dear Mr. Comeau

Thank you for the opportunity to provide suggested comments and edits with respect to the Strawman changes. The UMCA is a national trade association promoting energy conservation and tenant utility consumption accountability by supporting sub-metering, billing, and utility expense management programs for electricity, gas, trash, water, and sewer services. UMCA has over 40 members who provide utility expense management and billing services to multi-family property owners and condominium associations, many of which operate in Indiana.

Below are our suggested edits with respect to the strawman draft.

1) 170 IAC 15-1.0.5(1)(c)(2-3) and 170 IAC 15-3-1(b)

a. **Request:** Remove references to gas and electric throughout.

i. Rationale: Outside the subject matter of the rule change. The strawman draft focuses on Indiana Code § 8-1-2-1.2, which governs landlords that

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distributes water and sewer to tenants, and thus, any addition of gas and electric should be addressed separately.

2) 170 IAC 15-2-0.5

- a. **Request:** Add language that if there is a gap in vendor invoicing, a landlord may use an invoice for a similar like period to bill tenants.
 - i. Rationale: Vendor's failure to bill consistently can impact a tenant's ability to pay. Consistent billing to tenants is crucial for tenants to be able to manage their monthly expenses plus it would lessen a landlord's burden as such recovered costs would then be available when the vendor finally invoices the property.

3) 170 IAC 15-2-0.5(a)(1)

- a. **Request:** Add the language in bold: "Sub-bill tenants...with the same frequency and for the same period that bills are rendered to the landlord or association by the water or sewer utility, **unless otherwise agreed in the lease.**"
 - i. Rationale: Language addition allows for landlords to make adjustments in a lease to help tenants with consistent billing, especially when vendor invoicing is irregular.

4) 170 IAC 15-2-0.5(a)(4)

- a. **Request:** Add the language in bold: "Provide a period of at least seventeen (17) days...to remit payment, **before a late fee can be assessed.**"
 - i. Rationale: It appears that the goal is to avoid tenants being held responsible for late fees until at least the 17 day mark, however, it seems to be a bit unclear in the currently drafted language.

5) 170 IAC 15-2-2(a)(1)(ii)

- a. **Request:** No longer strike the 'estimated' language + add as a subsection (iii): "An estimated bill may be rendered if master meter, submeter, or point-of-use submeter has been tampered with, cannot be read, or is out of order."



- i. Rationale: Landlords and third party billers need to opportunity to be able to estimate if there is a submeter hardware issue plus the rules now provide a overage credit/cost recovery structure to true up estimated invoices.
- 6) 170 IAC 15-2-2(a)(2)(C)
 - a. **Request:** Add the language in bold: “Reasonable allocations may be based on a charge per dwelling unit, allocated pro rata based on, **for example:...**”
 - i. Rationale: Alignment with § 15-2-2(a)(1)(B)(iii), which allows for other equitable RUBS methodologies.
- 7) 170 IAC 15-2-3
 - a. **Request:** Add as a subsection (b) this language: “This section does not limit a landlord from adding other permissible lease charges on the same sub-bill.”
 - i. Rationale: Tenants like to receive one bill in total so as not to cause confusion in what they owe each month and encourages conservation. If tenants have to receive one invoice for water and sewer and then a separate invoice for all other charges (e.g., rent, trash), this can be burdensome on the tenant to keep track and causes challenges for landlords and third party billers.
- 8) 170 IAC 15-2-5(a) and (a)(1)
 - a. **Request:** Move to a 90-day adjustment period.
 - i. Rationale: While landlord’s goal is to promptly correct any billing errors, it may take longer than 30 days to properly investigate and apply an appropriate remedy.
- 9) 170 IAC 15-2-5(a)(3)
 - a. **Request:** Remove the language requiring tenant consent to apply the credit.
 - i. Rationale: The goal is to provide credits to tenants as quickly and efficiently as possible. By requiring written consent for a credit on the ledger, it slows down the credit issuance process. It is standard industry



practice to apply any credit to the tenant's ledger to be applied to any future lease charges and is something that most tenants would expect.

We respectfully request that the General Counsel's Office to convene another pre-rulemaking workshop so that we may answer questions and explain the rationale for specific aspects of the attached proposed rule. We look forward to working with the IURC on the strawman draft.

Don Millstein - UMCA Chairman

Don Millstein
Chairman, UMCA

cc: Lynne Peterson
Brian Spaulding