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COMPLAINT of J HINKEN

Before the State Office of  
Public Utility Commission  
Filing Clerk

Vs

BASTROP WEST WATER & ADMINISTRATIVE HEARINGS  
PAUL KLAUS

### PLAINTIFF'S EVIDENCE

**0. Issues:** The tract(s) of land involved in this complaint was r30883, or 26.097 acres owned by J Hinken, which was split into r129121, (2.483 acres with the house bought by Jeff Hill (7/14)) and the remaining 23.392 acres with the water meter retained by Ms Hinken, until sold last year. Ms Hinken last occupied the house in March 2014, about 4 months prior to the sale & 10 month's before the alleged repair. Jeff Hill has resided there since Ms Hinken moved out. None of the tracts are within Bastrop West Water's (BWW) CCN. BWW had not filed an CCN Amendment Application as of the time of the repair/meter installation, and there is still no Admendment application approval at this time. I never requested service prior to March 13, 2015 nor ever requested disconnection from BWW. Therefore, I was not a customer of BWW at the time of the repair/meter installation.

#### I) \$225 charge for Jeff Hill's meter

##### **A. BWW is required by statutes to remove Jeff Hill from my meter at time of July 2014 sale.**

**13.24(2)(c)** may not provide water service to more than one service connection not on the property owned by the person

**24.86(a)(2)(A)** service (to be) from its main to the meter location on the service applicant's property. (NOT from my meter to Jeff's Hill's property).

**24.86(a)(3)** Meters shall be located on the customer's property...at a location mutually acceptable to the customer and the utility

**24.87.** ...a utility may not apply a metered rate to customers in a subdivision unless all customers in the subdivision or geographically defined area are metered. This means that BWW could not charge me, and could not charge Jeff Hill unless BOTH of us had our own meter. If BWW wanted Jeff Hill's business, Jeff Hill was required to buy his own meter.

**§24.89 (4)** One meter is required for each residential service connection.

**Tariff 2.09** One meter is required for EACH residential connection.

As early as **April 2014**, Paul Klaus knew that the house & 3 acres would be subdivided & sold to Jeff Hill. At that time, he talked about extending the main along Edmonson lane to go to Jeff Hill's meter from the front. He knew that Jeff Hill's lender, Bastrop County and TREQ all required Jeff Hill to have his own water service located on Jeff Hill's own property. He also claimed to have frequent conversations with Jeff Hill about the two properties sharing one meter located on my land (he admits to December). He admits he REFUSED to provide Jeff Hill with his own meter,

despite my request. (P2, L9, April 8 2015 response to informal complaint).

Now, Paul Klaus may claim that he believes Jeff Hill knows more about the ownership of the water meter & service than the lenders, Bastrop County and TREQ, but ignorance or false belief is not an adequate excuse for violating county government rules & regulations.

#### **B. Plaintiff's 2 Day agreement with Jeff Hill**

The January 30<sup>th</sup> certified letter to Jeff Hill, February 1, February 2 emails all plainly state that my agreement is **solely with Jeff Hill**, that \$225 will be paid to **his choice of water utilities**, that it will be paid only after he signs a statement & that I'm agreeing solely to keep him from squatting on my meter. BWW has NOTHING, not even an email indicating that I had any intentions of being part of being accessory to an unauthorized meter on someone else's land, for someone else's benefit.

Nor did BWW follow any of the required procedures for me as an alleged applicant for service.

**24.81(a)(1)** Upon receipt of request for service or service transfer, Utility shall fully & clearly inform the customer of initiating OR transferring service of costs, including which costs borne by utility & which paid by Applicant.

**(2)** Notification in writing regarding inspection & backflow prevention assembly (TAC 290.44(h))

**24.85 (a)** the utility shall make available and accept a completed written application for service.

**(c)** The costs of construction costs between the utility and the customer, or sharing of costs between the customer and other applicants shall be provided to the customer in writing before construction begins.

**24.88 (3)** The utility may not demand applicant to pay a bill of another customer, unless the guarantee was made in writing.

**24.89 (h)** The burden shall be on the utility to prove the reasonableness of any charges for as for all other elements of any bill required to be paid as a condition of service restoration.

**Tariff 2-01** All applications will be made on utility's standard application or contract form, & will be signed by the applicant...

**T3.01** The applicant for service will be given an itemized statement of the costs, options, sharing of costs between the customer & other applicants prior to beginning construction.

**T3.05** Utility will provide a WRITTEN service agreement to the applicant.

Where a new tap or service connection is required the service applicant shall be required to submit a WRITTEN application AND request a tap be made. A diagram, map, etc for location of meter installation.

If I was an applicant for Jeff Hill's service meter, BWW failed to provide me with an application form, inform ME of all costs in writing prior to installing the 2<sup>nd</sup> meter & my guarantee of Jeff Hill's costs & application form were required to be in writing. My input was required for location of the meter. The burden of proof is on BWW to show they conformed to these government requirements.

#### **II. \$430 charge for alleged repair**

Paul Klaus claimed handyman's negligence in his Formal response (p4) while in the informal response (P2, 2<sup>nd</sup> paragraph) he claims I hired the handyman to

remove service from the house & reroute it to my property. Both claims are extremely vague without a single item of supporting evidence.

I did hire a handyman. However, he was a scam artist. He took half of the money up front & skipped out before January 29<sup>th</sup>, the date of the alleged repair after doing only enough work to look good. He was supposed to do an hour's work, attaching the water line from a spigot to the old mobile home shut off valve. Billy Schaefer charged me \$57 dollars (including \$17 in parts) to do it the day after the alleged repair. The water spigot was needed to build a concrete wall, not for daily water usage. Yet Paul Klaus claims this "handyman" called to claim responsibility for **breaking the main water line, & needing to shut off flowing water**. BWW has this paragon admitting to diverting service; otherwise it is pure guesswork.

This repair is equivalent to hiring a handyman to replace your sink faucet handle & then having your neighbor insist on you paying for his repairs to his house wall. Not even the world's worst handyman could mistake digging out the back (main supply side) of the pipe, failing to see not one but 3 shut off valves in the front and breaking a main service pipe for the actual job of gluing the pipe to the shut off connector, underneath the meter cover.

Nor was there any evidence of any damage when we were there at noon on January 30<sup>th</sup>. That's very surprising, since Paul Klaus claimed that up to 38,888 gallons of water were lost as late as 12:30am, less than 10 hours previously. But the main supply line **would have needed** to be dug out in order to install a line prior to my meter to re-direct it to Jeff Hill's meter.

Tellingly, BWW fails to make any mention of the damage between January 29 and February 3, including BWW's email of February 1 to me. Surprisingly, the alleged 8 hour repair costs about the same as a new meter. In addition, my January 30<sup>th</sup> email stated that I WAS GOING to attach the spigot, and the January 30 (again the day AFTER the alleged damage) receipts from Billy Schaefer & Home Depot for \$57, (\$40 for one hour's labor & \$17 for parts) prove it. These are documents from the actual time in question, not some arbitrary figures made up afterwards.

His 'itemized statement' is also pure fabrication. There is not itemization of parts, their individual prices, the tax paid, the number of hours working on the site, the hourly rate of the labor, the fact that the water amount was estimated, the number of gallons of water estimated & the rate that amount was billed.

His story of the alleged repair is contradictory, and very illogical. In his April 8<sup>th</sup> informal response, he claims he was informed at 1 or 1:30pm, arrived there at 4:30, worked for 7 hours until about 11:30pm. In his November 30<sup>th</sup> response, he now worked 8 hours without any help until 12:30am, after already working a regular 8 hour shift at his job & then works another 8 hours the next day.

Most importantly, he claims the handyman contacted him to shut off the water at the meter. There are only 2 reasons for shutting off the BWW water valve. The first, which he implies the handyman told him, was to divert service from the house. Second, a water line was leaking, most likely the main supply; otherwise he would have requested information about the house shut off valve. In all cases, BWW claimed the handyman wanted to shut off water service to Jeff Hill. Yet he claims he didn't consider this to be an emergency, or a violation at the time.

BWW admits knowing that the house sale required a second water meter, admits knowing about the conflict about the Jeff Hill's use of the meter on my land and admits to refusing to disconnect Jeff Hill's unauthorized use of my meter for 2 months prior to the alleged damage. He asserts as fact that Ms Hinken hired a contractor to re-route Jeff Hill's house service to her property. 1) It's already ON my property. 2) There was no house on the bare land, and none going to be built for a "winter Texan"

on a fixed income. The property was for sale at the time, & later sold.

Paul Klaus/BWW needed 1) for me to be a customer, in order to extort money for the alleged repairs. If I was not his customer (such as Leonard Gonzales, with similar bare land next to mine), he would be forced to file small claims action against the man he claims was actually responsible, who was a full time Texan, not handicapped and didn't have any property where he could interfere with the sale. 2) For that same reason, he also needed to claim diversion of service.

**§24.86(1)(b)** The applicant shall be responsible for laying the service line from the meter to the place of consumption (spigot). The customer's responsibility shall begin at the discharge side of the meter or utility's cut-off valve

**24.86 (2)(K)** requires a distinct marking to identify an estimated bill;

**24.87 (o)** An itemized bill (for tampering) must be provided to the customer. As I repeatedly requested, an itemized bill would include number of hours, amount of water, an indication if estimated, actual cost & description of parts, taxes, etc.

**24.88 (h)** Utility personnel must be available during normal business hours.

**§24.89 (h)** meter tampering, bypass, or diversion, defined as tampering with a water's meter or equipment causing damage or unnecessary expense to the utility, bypassing the same... **or connection into the service line of adjacent customers or of the utility.**

**The only parties guilty of removing service from the meter & re-routing the service connection into the service line of an adjacent customer were Jeff Hill & BWW.**

**24.89 (h)**The burden of proof of meter tampering, bypass, or diversion is on the utility. Photographic evidence must be accompanied by a sworn affidavit by the utility when any action regarding meter tampering as provided for in these sections is initiated.

**§24.90. (a)(2)** Each utility shall make reasonable provisions to meet emergencies resulting from failure of service, and each utility shall issue instructions to its employees covering procedures to be followed in the event of emergency in order to prevent or mitigate interruption or impairment of service.

**Tariff 2.17** Customer liable for any damage SHOWN to be caused by the Customer. I was not a customer, \*\*I\*\* did no damage, there is not even any proof to show damage was done.

### **III. Miscellaneous violations:**

#### **Violations re: complaints:**

**24.81(b)(1)** the utility shall promptly conduct an investigation and report its findings to the complainant. (2) If not satisfied, the utility shall inform complainant of the PUC complaint process. (3) Each utility shall make an initial response to the commission within 15 days of receipt of a complaint from the commission on behalf of a customer or service applicant.

BWW did NOT respond after the initial complaint in December. They did not respond within 21 days to the PUC Informal complaint, nor did I ever receive any response directly from them. BWW did NOT file their response to me by the PUC imposed date of 10/21/15; he emailed it on 10/25. I was never informed of his retaining an attorney, nor have I received any emails or correspondence from her. And now I haven't even gotten the discovery documents, although BWW has had it for 28 days.

**§24.82.** Service shall not be disconnected pending completion of the review.

**Violatons re: disconnection**

**13.250 (d)** Any utility operating without CCN may not discontinue retail water service to any ratepayer w/out approval of regulatory authority.

**13.252 (a)** Any public utility shall render continous service

**(b)**the utility is required to inform the applicant **in writing** of the basis of its refusal & applicant's right to a complaint.

**24.87(l)(2)** Notwithstanding any other section of this chapter, a utility customer's service may not be subject to discontinuance for nonpayment of that portion of a bill under dispute pending the completion of the determination of the dispute.

**§24.88(a)(1)** Proper notice shall consist of a **separate written statement** which must be **mailed or hand delivered** before service may be disconnected. The notice must include (A) the words "termination notice" (B) the action required to avoid disconnection (C) the date, at least ten days from the date the notice is provided by which the required action must be completed to avoid disconnection. (D) the intended date of disconnection; (E) the office hours, telephone number, and address of the utility's local office; (F) the total past due charges; (G) all reconnect fees that will be required to restore water or sewer service if service is disconnected. **Sticking a handwritten, unsigned note in the ground is not adequate.**

(b) Service disconnection without prior notice (4) or in instances of tampering with the utility's meter or equipment, bypassing the same, or other instances of diversion as defined in §24.89.

**It is NOT tampering to install a spigot on one's OWN property, using one's OWN meter, on bare land, with no one even using any water.**

**24.88 (c)(2)** failure to charge for non-utility service provided by the utility;

**(g)** disconnect service requires written request

**§24.90(a)(1)** Every utility shall make all reasonable efforts to prevent interruptions of service (NOT remove the meter).

**Tariff 2-02** the utility will inform the applicant **IN WRITING** of the basis of its refusal to serve an applicant. The utility is also required to inform the applicant that a complaint may be filed with the commission

**T2.12A** The Termination date must be at least 10 days after notice is mailed or hand delivered. Notice must be a separate mailing or hand delivered

**T2.16** Utility must promptly make suitable investigation, advise of results .

Service will not be disconnected pending completion of investigation. Must advise of TCEQ complaint process.

**Violations in refusing to start service for new buyers (Reynas)**

**24.88 (c)** Utility cannot refuse service for (1) **delinquency in payment for service by a previous occupant**, 3) **failure to pay a bill of another customer, unless the guarantee was made in writing** (5) **failure to pay for the restoration of a tap removed by the utility at its option or removed as the result of tampering or delinquency in payment by a previous customer**;

**§24.86. (a) (1)** where no service previously existed, fees for connecting a residential service applicant's premises to the system shall be approved tariff rates.**(NOT \$1000, \$655, nor \$705, not even \$50 as BWW tried charging)**

**§24.87(a)** Bills must be calculated according to the rates approved by the regulatory authority and listed on the utility's approved tariff.

**TARRIF 1-02 Tap fee \$450 (at the time)**

**Prejudice: 13.182(b) & 13.189 & 13.190(a).** All these statutes deal with just &

reasonable & equitable rates that are prescribed by TREQ; rates shall not be unreasonably preferential, prejudicial or discriminatory. There are no price breaks for Jeff Hill, while I get discriminatory treatment. BWW didn't even respond to written letters.

**CCN: 13.191, 13.242, 13.243 & 13.252, T3.01** All these statutes require BWW to apply for both Edmonson properties to be contained within it's CCN area , to refrain from providing service outside of its CCN area, or interfering with customers in competing Aqua water's CCN area.

**Misc: 24.87(e)(3)..** charges for nonutility services or any other fee or charge not specifically authorized by the Texas Water Code or these rules or specifically listed on the utility's approved tariff may not be included on the bill .

#### **IV. Supporting evidence**

**Map of CCN, water main, supply mains**

**February 2015 bill**

**Billy Schaefer's January 30<sup>th</sup> labor & Home Depot materials receipts**

#### **V. Conclusion**

**The statutes cited plainly evidence that:**

**1) Bastrop West Water was required to install a meter on the Jeff Hill property \*at the time of the sale\*.**

**2) Bastrop West Water has burden of proof to show that Ms Hinken applied for, and agreed in writing for half of Jeff Hill's meter charge.**

**3) Bastrop West Water has burden of proof to show that Ms Hinken attempted to divert water service (from & to her own property), that damage occurred and that Ms Hinken was a customer at the time.**

**4) That Bastrop West Water failed to confirm to statutes with regards to complaints, proper disconnection procedures, providing proper application forms, proper TREQ & Tariff charges.**

In addition, Paul Klaus, DBA Bastrop West Water, has also violated Texas state statutes regarding Libel & Slander, Extortion and Fraud.

**Dated: June 2, 2016**



**J. Hinken**