



Control Number: 45207



Item Number: 41

Addendum StartPage: 0

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COMPLAINT OF J. HINKEN

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BEFORE THE STATE OFFICE 2016 OCT 13 PM 2:28

AGAINST

PUBLIC UTILITY COMMISSION  
OF FILING CLERK

BASTROP WEST WATER AND  
PAUL KLAUS

ADMINISTRATIVE HEARINGS

**BASTROP WATER WEST AND PAUL KLAUS RESPONSES TO DISCOVERY**

**INTERROGATORIES:**

- 1. What date did Jeff Hill fill out an application for water service, as renter?**

ANSWER:

This list is not a comprehensive listing of all documents which answer this question. See BWW and Paul Klaus' Direct Testimony page 0003; Exhibit 6 page 0078; and Exhibit 7 pages 0093 and 0100.

- 2. What date did Jeff Hill fill out an application for water service, as owner?**

ANSWER:

See Interrogatory No. 1.

- 3. What date was the billing account for 168 Edmonson, Cedar Creek, transferred into Jeff Hills's name?**

ANSWER:

See Interrogatory No. 1.

- 4. What was the date that you became aware that the property was sold to Jeff Hill?**

ANSWER:

This list is not a comprehensive listing of all documents which answer this question. See BWW and Paul Klaus' Direct Testimony page 0003; Exhibit 6 pages 0085-0086; Exhibit 7 pages 0100 and 0102.

- 5. What was the date of the installation of the water meter for Jeff Hill at 168 Edmonson?**

This list is not a comprehensive listing of all documents which answer this question. See BWW and Paul Klaus' Direct Testimony page 0008; Exhibit 7 pages 0092, 0094, 0095, and 0102; and Exhibit 8 page 0111.

**6. How long did it take to install that meter?**

- a. At what time & date was the installation started?**
- b. At what time & date was the installation finished?**

ANSWER:

See BWW and Paul Klaus' Direct Testimony pages 0004-0007.

**7. Was there any interruption of service for other customers on that same water main line? Explain why or why not?**

ANSWER:

BWW is unclear what time period Ms. Hinken is referring to. Therefore, the first portion of this answer assumes she is referring to the water line repair. See BWW and Paul Klaus' Direct Testimony pages 0005-0008. If she is referring to the water meter installation, then the answer is no.

**8. WHO actually worked on the installation of Jeff Hill's water meter? Please provide names, full addresses, & relationship to you &/or BWW, for purposes of a subpoena, of all people who worked on installing the water meter.**

ANSWER:

Paul Klaus – see Direct Testimony pages 0007-0008.

**9. Explain in detail all of the materials used in the meter installation.**

ANSWER:

See Exhibit 3 page 0035 for the tap fee/water meter fee in BWW's approved tariff. According to the PUC Rule 24.86(a)(1)(A), when the PUC evaluates the reasonableness of a tap fee, the PUC considers the actual costs of materials, labor, and administrative costs for service connections and construction or impact fees charged by authorities with control of roads.

**10. Where were each of the materials used obtained?**

ANSWER:

See Interrogatory No. 9.

**11. Do you have any receipts for the materials used in the installation? If no, explain why not.**

ANSWER:

See Interrogatory No. 9.

**12. If you do not have the receipts, provide name of the material, the quantity used, the SKU number, and the price from your normal supplier.**

ANSWER:

See Interrogatory No. 9.

**13. Please explain why the meter was not installed prior to or at the time of the sale in July, 2014.**

ANSWER:

This list is not a comprehensive listing of all documents which answer this question. See BWW and Paul Klaus' Direct Testimony pages 0003 and 0007; Exhibit 6 pages 0078-0079; Exhibit 7 pages 0090, 0091, 0100, and 0101; and Exhibit 8 page 0111.

**14. Please explain why the meter was not installed when you were informed that Jeff Hill was squatting on my water meter in November 2014.**

ANSWER:

See Interrogatory No. 13.

**15. What was the date of the alleged damage to the water line?**

ANSWER:

This list is not a comprehensive listing of all documents which answer this question. See BWW and Paul Klaus' Direct Testimony page 0005; Exhibit 6 page 0079-0080; Exhibit 7 pages 0095 and 0101; Exhibit 9 pages 0116-0117, and Hinken's Direct Testimony page 3-4.

**16. At what time were you first informed of the damage?**

ANSWER:

This list is not a comprehensive listing of all documents which answer this question. See Interrogatory No. 15; BWW and Paul Klaus' Direct Testimony page 0005 and Hinken's Direct Testimony page 4.

**17. Who informed you of the alleged damage?**

ANSWER:

Karen Klaus.

**18. To the best of your memory, in what words did the informant tell you of the alleged damage.**

ANSWER:

Paul Klaus did not speak with Vaughn Stevenson.

**19. Were you informed of a break in the pipe at that time?**

ANSWER:

See Interrogatory No. 18.

**20. Were you informed of any water leakage at that time?**

ANSWER:

See Interrogatory No. 18.

**21. For what reason did you originally believe the problem was “minor”?**

ANSWER:

Mr. Stevenson told Karen Klaus the situation could wait until Paul Klaus got off of work at 4:30.

**22. At what time did you arrive in person to actually view the alleged damage?**

ANSWER:

See BWW and Paul Klaus’ Direct Testimony page 0005.

**23. At what time did you actually start to work on the alleged damage?**

ANSWER:

See Interrogatory No. 22.

**24. WHO actually worked on the alleged damage?**

ANSWER:

If this question is asking who repaired the damage on behalf of BWW, the answer is contained in Interrogatory No. 22 and also BWW and Paul Klaus' Direct Testimony page 0004-0007. If this question asks who was working on behalf of Ms. Hinken when the water line damage occurred, the answer is contained in Interrogatory No. 38.

**25. Do you any witnesses, other than yourself, to the alleged damage? Please provide their name, full address, & relationship to you &/or BWW, for purposes of a subpoena.**

ANSWER:

No.

**26. At what time was the alleged damage completed?**

ANSWER:

BWW and Paul Klaus do not understand this Interrogatory. Details regarding BWW's repair of the damage caused by Ms. Hinken's handyman are set out in BWW and Paul Klaus' Direct Testimony pages 0005-0006.

**27. Explain in detail all of the materials used in the alleged repair.**

ANSWER:

See BWW and Paul Klaus' Direct Testimony page 0006 and Exhibit 10.

**28. Where were each of the materials used obtained?**

ANSWER:

See BWW and Paul Klaus' Direct Testimony page 0006.

**29. Do you have any receipts for the materials used in the alleged repair? If no, explain why not.**

ANSWER:

No: See BWW and Paul Klaus' Direct Testimony page 0006.

**30. If you do not have the receipts, provide the name of the material, the quantity used, the SKU number, and the price from your normal supplier.**

ANSWER:

See BWW and Paul Klaus' Direct Testimony page 0006 and Exhibit 10.

**31. For the labor charge, please explain in detail,, the hourly wage for each employee, the starting and ending times for each employee, and how much of the times were for actual work or for driving to get equipment &/or to obtain supplies.**

ANSWER:

None.

**32. What was the amount of time spent in driving & what was the exact mileage a) for supplies b) for equipment?**

ANSWER:

See BWB and Paul Klaus' Direct Testimony page 0005.

**33. Please provide the number of gallons & the amount charged per gallon for the alleged water loss.**

ANSWER:

See BWB and Paul Klaus' Direct Testimony page 0007; Exhibit 11; and Hinken's Direct Testimony page 4.

**34. Since, in your own words, you did not see the damage being done, you were not immediately informed of the damage, because even after you were informed, you were not aware of the seriousness of the problem, and because you claim the damage done was to the pipes before the meter measuring the number of gallons, please explain how you arrived at this figure.**

ANSWER:

BWB and Paul Klaus do not understand this Interrogatory.

**35. Please explain why you failed to inform Ms Hinken of the alleged damage &/or the charges prior to her refusal to pay for Jeff Hill's meter installation (Jan 3).**

ANSWER:

See BWB and Paul Klaus' Direct Testimony pages 0004-0008.

**36. Please explain why you have failed to provide any documentation of this alleged repair despite numerous requests of the last 2+ years.**

ANSWER:

As the PUC determined after Ms. Hinken filed her original complaint, BWW provided Ms. Hinken with the documentation required by the PUC Rule 24.87(o).

**37. What efforts have you made to obtain reimbursement from the man you allege actually caused the damage. List all dates & the type of correspondence---phone calls, texts, emails or letters. Provide the numbers of any certified letters.**

ANSWER:

None. See PUC Rules 24.86(2)(B) and 24.87(o).

**38. On what basis did you decide that it was my handyman that caused the alleged damage.**

ANSWER:

This list is not a comprehensive listing of all documents which answer this question. See BWW and Paul Klaus' Direct Testimony page 0004; Interrogatory No. 24; Exhibit 6 pages 0080 and 0086; Exhibit 7 pages 0090, 0096, and 0100; Exhibit 8 pages 0110-0111; Exhibit 9 pages 0114-0116; and Hinken's Direct Testimony pages 3-4.

**39. Please explain how you ruled out alternative causes of damage---old pipes, etc.\*\***

ANSWER:

This list is not a comprehensive listing of all documents which answer this question. See BWW and Paul Klaus' Direct Testimony pages 0004-0007 and Interrogatory No. 38.

**40. Give name, address, phone number, account number, amount charged & dates for any & all other customers that BWW has charged for this same type of repair.**

ANSWER:

BWW and Paul Klaus object to this Interrogatory on the basis it is not relevant to the issues of this case.

**41. If none, please explain your basis for the charge against me.**

ANSWER:

This list is not a comprehensive listing of all documents which answer this question. See BWW and Paul Klaus' Direct Testimony; Interrogatory Nos. 15, 16-24, 26-33, and 37-38; Exhibits 6 - 16; and Hinken's Direct Testimony.



**42. What was the amount charged the Reyna's for the water meter after their purchase of the land (R30883) last August?**

ANSWER:

BWW and Paul Klaus object to this Interrogatory on the basis it is not relevant to the issues of this case.

**43. Please explain the reasons for Paul Klaus/BWW's communications regarding my personal utility meter to my handyman, the Reynas (new buyers), their realtor & the Austin Title Company. Please gie names, addresses and phone numbers of any other persons to who you discussed my meter service &/or your claims of alleged damages & unpaid bills.**

ANSWER:

BWW and Paul Klaus do not understand this Interrogatory.

**44. Please explain Paul Klaus/BWW communications to the handyman, the buyers, the realtor, & Title company while refusing to respond to Ms. Hinken's phone calls, emails, & certified letters regarding her personal utility meter.**

ANSWER:

BWW and Paul Klaus do not understand this Interrogatory.

**44. At what date was there water service to both Jeff Hill's house & the spigot on the land?**

ANSWER:

This list is not a comprehensive listing of all documents which answer this question. See BWW and Paul Klaus' Direct Testimony and Interrogatory Nos. 5-12.

**45. At what date was the land water meter removed from the land/property?**

ANSWER:

This list is not a comprehensive listing of all documents which answer this question. See BWW and Paul Klaus' Direct Testimony pages 0008-0009; Exhibit 6 pages 0079-0080; Exhibit 7 page 0100; Exhibit 8 page 0111; Hinken's Direct Testimony page 5; and Hinken's Evidence page 1.

**46. Please explain why water services was initiated in February 2015, when there was no one living on the land, and you had no billing address.**

ANSWER:

BWW and Paul Klaus do not understand this Interrogatory.

**47. On what dates & in what papers, did BWW give required subdivision notice as required by Texas Water Code, §13.2502,**

ANSWER:

BWW and Paul Klaus object to this Interrogatory on the basis of relevance.

**Requests for Documents:**

**1. Jeff Hill's application for water service, both as a tenant &/or as an owner.**

ANSWER:

See answers to Interrogatory Nos. 1-3.

**2. Material receipts for the alleged water main damage.**

ANSWER:

See answers to Interrogatory Nos. 27, 28, and 30.

**3. Material receipts for Jeff Hill's meter installation.**

ANSWER:

See Interrogatory Nos. 9-12.

**4. Receipts for any equipment rental for the alleged water main damage.**

ANSWER:

None.

**5. Receipts for any equipment rental for Jeff Hill's meter installation.**

ANSWER:

None.

**6. Invoices for any outside professional or services done for Jeff Hill's meter.**

ANSWER:

None.

**7. Invoices for any outside professionals or services done for the alleged repair.**

ANSWER:

None.

**8. Copies of any correspondence with Vance Stevenson for alleged damages he caused-either letters, emails, or texts.**

ANSWER:

None.

**9. Any written application form, or signed documentation from Ms Hinken, specifically authorizing BWW to charge her for a meter put on another person's property, for another person's benefit.**

ANSWER:

See all emails from Hinken to Hill and Paul Klaus between January 17 and February 18, 2015.

**10. Signed power of attorney authorizing BWW to make charges from Ms Hinken to pay for Jeff Hill's meter.**

ANSWER:

BWW and Paul Klaus do not understand this request.

**11. Any and all correspondence between Paul/ Klaus, or BWW and Jeff Hill, whether written, email or text, between the period of June 2013 and the present, regarding both the installation of the house water meter and the land (R30883) water meter.**

ANSWER:

See Exhibit 7 pages 0092-0094.

**12. The BWW invoice showing the amount charged for the to the Reyna's water meter (R308830) after the purchase in August 2015.**

ANSWER:

BWW and Paul Klaus object to this request because it requests information that is not relevant to the matters in this proceeding.

**13. The Reyna's 2015 service application form for the land.**

ANSWER:

BWW and Paul Klaus object to this request because it requests information that is not relevant to the matters in this proceeding.

**14. Any & all pictures of the alleged damage to the water main.**

ANSWER:

See Exhibit 7 pages 0103-0107.

**15. A copy of the applicable rate schedule from its approved tariff.**

ANSWER:

See Exhibit 3.

**16. Any email, text or written BWW response to Ms Hinken's January 17, 2015 certified letter to BWW.**

ANSWER:

Exhibit 7 page 0093.

**17. Any email, text or written BWW response to Ms Hinken's January 13, 2015 letter to BWW.**

ANSWER:

None - neither BWW nor Paul Klaus received a letter from Ms. Hinken with this date.

**18. Any email, text or written request from Ms Hinken to BWW to start water service in February, 2015.**

ANSWER:

See Exhibit 8 page 0111 and PUC Rule 24.88(h).

**19. A copy of the proper required disconnect notice to Ms Hinken, required by Stat.24.88.**

ANSWER:

See BWW and Paul Klaus' Direct Testimony pages 0008-0009 and PUC Rule 24.88(g).

20. Provide proof of publication through an affidavit of the publisher of the newspaper that specifies each count in which the newspaper is generally circulated, required to comply with the subdivision service extension policy

ANSWER:

BWW and Paul Klaus object to this Request on the basis of relevance.

- 21) If you objected to any interrogatory, request to admit, request to produce or any portion of an interrogatory, request to admit or request to produce, please set forth all facts upon which you rely as the basis for your objection.

ANSWER:

BWW and Paul Klaus object to this request because it is an improper request for production of documents.

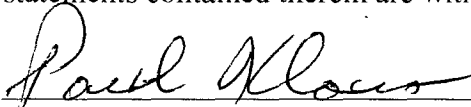
#### CERTIFICATE OF SERVICE

I hereby certify that a copy of BWW's discovery responses was served on all parties on August 1, 2016.

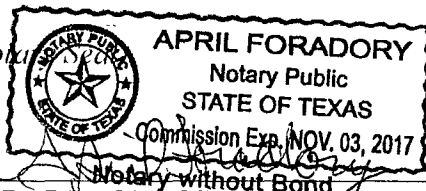
  
Deea Western, attorney for BWW

#### VERIFICATION

BEFORE ME, the undersigned authority, on this day personally appeared Paul Klaus, who being by me duly sworn upon his oath said he has read the foregoing responses to discovery and the statements contained therein are within his personal knowledge and are true and correct.

  
Paul Klaus

SUBSCRIBED AND SWORN TO BEFORE ME, on October 13<sup>th</sup>, 2016.

(Notary Seal)  
  
NOTARY PUBLIC  
State of Texas