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COMPLAINT OF J. HINKEN
AGAINST
BASTROP WEST WATER AND
PAUL KLAUS

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BEFORE THE STATE OFFICE
OF
ADMINISTRATIVE HEARINGS

BASTROP WEST WATER AND PAUL KLAUS'
SUPPLEMENTAL RESPONSES TO DISCOVERY

INTERROGATORIES:

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

ANSWER:

As Ms. Hinken has explained, she was an existing customer of BWB and the owner of 168 Edmondson Lane. Ms. Hinken verbally asked me to change the name on the 168 Edmondson Lane account from her name to Jeff Hill's name sometime between April and July 2014. I am relying on Ms. Hinken's explanation that the name on the 168 Edmondson Lane account was changed from her name to Jeff Hill's name during the time they were waiting for the closing on the property sale to occur. See Exhibit 6 page 0077 "This was an issue for 3 months, so the buyer became my renter & paid for the BWB service in his name." and Exhibit 7 pages 0085-0086 "The only reason the service was in Jeff Hill's name is because he was my renter for 3-4 months prior to the closing."

No other issues were raised regarding the water service at 168 Edmondson Lane until December 2014 when Ms. Hinken complained because Mr. Hill was receiving water service through the only water meter located on 168 Edmondson Lane.

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:

I was not a party to the land sale. In December 2014, I did not know when or if the sale between Ms. Hinken and Mr. Hill had finalized, what the terms and conditions of the sale were, or whether the request to subdivide the property was ever approved. I do not know the exact date I became aware the property was sold to Jeff Hill. However, I do know it was before the date I had to repair the damage caused by Ms. Hinken's repair person. As Ms. Hinken has said, I had explained to her that any issues regarding Mr. Hill's right to receive water service through the existing meter was an issue that had to be resolved between the two of them. "In November, I discovered that BWW was continuing to provide service to the buyer off my meter. BWW had been ignoring my phone calls, but finally on 12/16/14, Paul Klaus told me that it was between me & the buyer!!" (Exhibit 6 pages 0078-0079 and Exhibit 7 page 0100).

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

Ms. Hinken forwarded a January 30, 2015, email exchange between herself and Jeff Hill to me at 10:00 a.m. on Sunday, February 1, 2015 (Exhibit 7 page 0092). She sent me another email exchange between her and Mr. Hill on February 1st at 3:29 pm (Exhibit 7 page 0093). Based on the information I received from Ms. Hinken and Mr. Hill, I installed a second water meter during the day on Monday, February 2, 2015. At 8:02 p.m. and 9:40 p.m. on Monday, February 2, 2015, which was after the water meter was installed, Ms. Hinken retracted her offer to pay for one-half of the tap fee (Exhibit 7 page 0094 and Exhibit 13 page 0128).

- 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 BWB 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:

BWB is unclear what time period Ms. Hinken is referring to. If she is referring to the water meter installation, then the answer is no. If she is referring to the water line repair, then the answer is yes.

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

ANSWER:

Paul Klaus.

- 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 BWB'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:

I have years of experience with installing, maintaining, and repairing water lines and meters. It is much more cost-effective for me to install, maintain, and make repairs myself instead of hiring a

contractor. I buy the parts I use to install, maintain, and repair water lines and meters in bulk and keep them in stock.

- 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:

See Interrogatory Nos. 1 and 4.

- 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 Nos. 1 and 4.

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

ANSWER:

As the following statements by Ms. Hinken show, the damage occurred on January 29, 2015:

- Ms. Hinken informed me on January 17, 2015 that work was being done on the water line. See Exhibit 7 page 0086 “In addition, I am only replacing a PVC exterior spigot for the water service where a mobile home was located previously, not adding anything new.” On January 30th, she also told Jeff Hill work would be done on the spigot replacement. See Exhibit 7 page 0090.
- According to Ms. Hinken, she “was told that the repair was needed around noon on January 29th.” (Exhibit 6 page 0080)
- “The handyman started trying to replace an existing spigot line January 14th. I finally had to pay another man to finish it on January 30th.” (Exhibit 6 page 0080 and Exhibit 7 page 0101).

- According to Section II pages 3-5 of Hinken's direct testimony, Billy Schafer was the individual who fixed the spigot on January 30, 2015, the day after the water line was damaged.
- Ms. Hinken filed a complaint against Vaughn Stevenson with the Better Business Bureau (Exhibit 9). In that complaint, Ms. Hinken clearly states Mr. Stevenson cut and/or broke the main water line on January 29, 2015. She does not deny Mr. Vaughn was working on her behalf or question the legitimacy of BWW's invoice or damages in her complaint against Mr. Stevenson. "He managed to cut the main waterline before locating the shut off valve." (Exhibit 9 page 0114); "apparently quit because on January 29th (after starting on January 14th), he either neglected to shut off the water main &/or broke the water main.... (Exhibit 9 pages 0114-0115)"; and "He was not even capable of replacing (not adding) the outside spigot without causing \$450 damages to Bastrop West Water on January 29th (Exhibit 9 page 0117).

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

ANSWER:

On January 29, 2015, my wife received a call around 1:30 p.m. from Mr. Stevenson who said he was hired by Ms. Hinken and had broken the water line. He asked how to shut off the water at the meter. However, he did not explain how serious the water line break was. When I arrived around 4:30 p.m., I realized this was an emergency situation that would require extensive work because water was flooding the whole property. Mr. Stevenson had broken the water company's cut-off valve. This is a t-connection with valves on the water system's side and the property owner's side. When Mr. Stevenson tried to turn the curb stop on BWW's cut-off valve, he broke the cut-off valve, which caused a ¾ hole in the 1 ½ inch main water line.

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. 16.

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

ANSWER:

See Interrogatory No. 16.

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 4:00.

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

ANSWER:

When I arrived around 4:30 p.m., I realized this was an emergency situation that would require extensive work because water was flooding the whole property. Mr. Stevenson had broken the water company's cut-off valve. This is a t-connection with valves on the water system's side and the property owner's side. When Mr. Stevenson tried to turn the curb stop on BWW's cut-off valve, he broke the cut-off valve, which caused a ¾ hole in the 1 ½ inch main water line.

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

ANSWER:

After my 4:30 arrival, I called for an emergency one-call line location because I needed to know the location of any phone, cable, or electrical lines. I could not begin any work to repair the broken water line until I knew where it was safe to dig. I also had to go home to get a valve key in order to shut off the main valve in the West Oaks subdivision. Going home required me to

travel approximately 20 miles each way from 168 Edmondson Lane to 231 Mandy Lane in Red Rock. Due to the seriousness of the damage, I had to load a tractor onto a trailer and locate the supplies I needed to repair the damaged water line.

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 Paul Klaus. If this question is asking who was working on behalf of Ms. Hinken when the water line damage occurred, the answer is Vaughn Stevenson.

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:

By the time I was able to shut off the water, it had been running uncontrolled for about 7 hours. In order to repair the damage to the water line, I had to dig a hole approximately 2 foot wide, 2 foot long, and 2 foot deep. It took me approximately an hour to finish the hole. Once I uncovered the water line, I had to go to the main water line and install a T and put a new curb stop on the owner's side. I used a saw to remove the damaged areas of pipe and glue and clamps to install the new fixtures. After the water main was repaired, I had to flush the water lines to prevent excess dirty water from the break. Before I could consider the job complete, I had add a layer of

sand under the new water meter box to cover up the repair and fill hole. I did not cover the open area on Ms. Hinken's side of the water meter because I did not know what her plans were.

28. Where were each of the materials used obtained?

ANSWER:

I have years of experience with installing, maintaining, and repairing water lines and meters. It is much more cost-effective for me to install, maintain, and make repairs myself instead of hiring a contractor. I buy the parts I use to install, maintain, and repair water lines and meters in bulk and keep them in stock. I have included a list of the parts I used to repair the damage caused by Ms. Hinken's hired person (Exhibit 10 page 0120). This list shows their individual prices at Home Depot. If I had gone to a store to buy parts on January 29, 2015, I would have needed to charge Ms. Hinken \$99.56 plus tax for parts. Instead, I charged for Ms. Hinken \$50 for parts (Exhibit 14 page 0131).

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

ANSWER:

No. See Interrogatory No. 28.

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 Interrogatory No. 27.

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 Interrogatory No. 23.

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

ANSWER:

See Exhibit 11 of BWB's Direct Testimony for estimated loss of 36,582.39 gallons.

- 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 or the clarification.

- 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:

The damage occurred and was repaired on January 29, 2015. If I had prepared an invoice and mailed it the next day, Ms. Hinken would not have received the invoice until the following week. Between January 29th and February 1st, Ms. Hinken was offering, not refusing, to pay one-half of the tap fee (Exhibit 7 page 0092-0093). Based on the information I received from Ms. Hinken and Mr. Hill, I installed a second water meter during the day on Monday, February 2, 2015. At 8:02 p.m. and 9:40 p.m. on Monday, February 2, 2015, which was after the water meter was installed, Ms. Hinken retracted her offer to pay for one-half of the tap fee (Exhibit 7 page 0094 and Exhibit 13 page 0128).

- 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, BWB 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:

Ms. Hinken told me to seek damages from the handyman and provided me with his contact information. (Exhibit 8 pages 0110-0111). Both Ms. Hinken's and Mr. Stevenson's details regarding the break to the water line show that negligence was a definite factor in the water line break and ensuing damages. In Exhibit 9 on page 0116, Mr. Stevenson provided a detailed explanation of the events that damaged the water line. Ms. Hinken filed a complaint against Vaughn Stevenson with the Better Business Bureau (Exhibit 9). In that complaint, Ms. Hinken clearly states Mr. Stevenson cut and/or broke the main water line on January 29, 2015. She does not deny Mr. Vaughn was working on her behalf or question the legitimacy of BWW's invoice or damages in her complaint against Mr. Stevenson. "He managed to cut the main waterline before locating the shut off valve." (Exhibit 9 page 0114); "apparently quit because on January 29th (after starting on January 14th), he either neglected to shut off the water main &/or broke the water main.... (Exhibit 9 pages 0114-0115)"; and "He was not even capable of replacing (not adding) the outside spigot without causing \$450 damages to Bastrop West Water on January 29th (Exhibit 9 page 0117).

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

ANSWER:

See 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:

Both Ms. Hinken's and Mr. Stevenson's details regarding the break to the water line show that negligence was a definite factor in the water line break and ensuing damages. In Exhibit 9 on page 0116, Mr. Stevenson provided a detailed explanation of the events that damaged the water line. Also see Interrogatory Nos. 15, 16, 21, and 38.

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 give 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 or the clarification.

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 or the clarification.

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

ANSWER:

Based on the information I received from Ms. Hinken and Mr. Hill, I installed a second water meter during the day on Monday, February 2, 2015. This water meter was located on what was represented to be the portion of 168 Edmondson Lane that Mr. Hill had purchased.

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

ANSWER:

Ms. Hinken had not been living at 168 Edmondson Lane for a very long time (Hinken direct testimony Page 1 paragraph 1 lines 4 -5; page 5 paragraph 1 lines 6 -7; and page 7 paragraph 1 lines 6 -7). When I realized she was so upset over the charges for the damage to the water line and the water meter installation, I immediately acted when she told me in the February 2, 2015, email that she did not need a water meter (Exhibit 7 page 00949). She stressed again in her March 13, 2015, email/letter that she "did NOT want or need water service for the month of February 2015." (Exhibit 8 page 0111). So, I did not charge her for service in February 2015. Ms. Hinken also told me in that same communication to "[a]ssume that you should shut it off [after the month of March], unless you hear directly from me before the first of April." Since the water was already shut-off and Ms. Hinken was not on-site, no charges were assessed for March 2015.

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 or the clarification.

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.

CERTIFICATE OF SERVICE

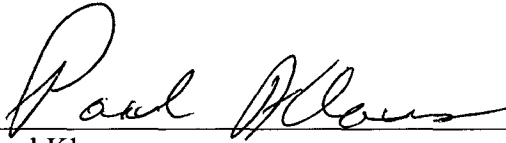
I hereby certify that a copy of BWW's Supplemental Responses to Discovery was served on all parties on November 4, 2016.

A handwritten signature in cursive script that reads "Deea Western". The signature is written in black ink and is positioned above a horizontal line.

Deea Western, Attorney for BWW

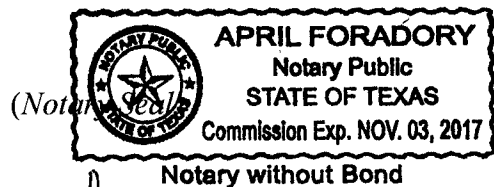
VERIFICATION

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 supplemental responses to discovery and the statements contained therein are within his personal knowledge and are true and correct.

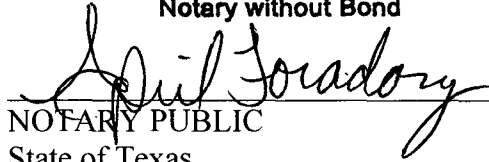


Paul Klaus

SUBSCRIBED AND SWORN TO BEFORE ME, on November 3rd, 2016.



Notary without Bond



NOTARY PUBLIC
State of Texas