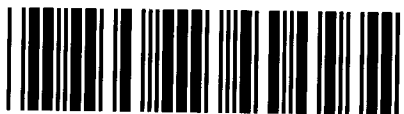




Control Number: 45207



Item Number: 9

Addendum StartPage: 0

Outlook Mail (Preview)

DKT# 45207

☐ New | ☐ Reply | ☐ Delete | ☐ Archive | ☐ Junk |

2/11/2015 11:08:09

RE: BWW

LEGAL DIVISION



TPE prop

TPE prop <real0est@hotmail.com>

Reply

Sat 1/17/2015 2:31 PM

You have received a message on 1/17/2015 2:31 PM

From: real0est@hotmail.com
 To: real0est@hotmail.com
 Subject: BWW
 Date: Sat, 17 Jan 2015 13:37:15 -0600

January 17, 2015

Jeff Hill
 168 Edmonson Ln
 Cedar Creek, TX 78612

Paul Klaus
 Bastrop West Water
 231 Mandy Ln
 Red Rock, TX 78662

Re: Bastrop West Water (BWW) Service

There have been some issues regarding ownership of the water meter on Edmonson Lane, Cedar Creek, TX.

The water meter is on my portion of the property. This is clearly shown on the surveys the buyer, Jeff Hill, received before & after making his offer.

Jeff Hill's lender & the Bastrop County Subdivision Dept, has repeatedly stated that in order for the buyer's subdivision requirement to be fulfilled, his property required its **own** water meter service. 6 months later, he is still using my service.

Verification by the TCEQ for the subdivision process required that **the only valid option for Jeff Hill's property was either water service from Agua Water or a well; NOT BWW**. This process was ongoing for months.

Because TCEQ declared Edmonson Lane to be Aqua Water's area, I believe that I have the legal right to remove Bastrop West Water's meter from my property.

I have checked with various authorities, with the Offer to Purchase, all of the emails, & found nothing where I signed over an easement (if even possible) or sold my BWW service with the property. On the contrary, the survey submitted states Jeff Hill agreed to put in a well. The only reason the service is in Jeff Hill's name is because he was my renter for 3-4 months prior to the closing. If either of you have any written documents where I signed away my water service, I would like to forward them to my attorney.

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.

This is formal notice that I am requesting the BWW service to be returned to my name as soon as possible. With a written agreement to pay me for the water service, I will agree to allow BWW to provide water service to the house, until my property is sold or rented. If not, I am prepared to pursue my legal rights.

January 17, 2015

Jeff Hill
168 Edmonson Ln
Cedar Creek, TX 78612

Paul Klaus
Bastrop West Water
231 Mandy Ln
Red Rock, TX 78662

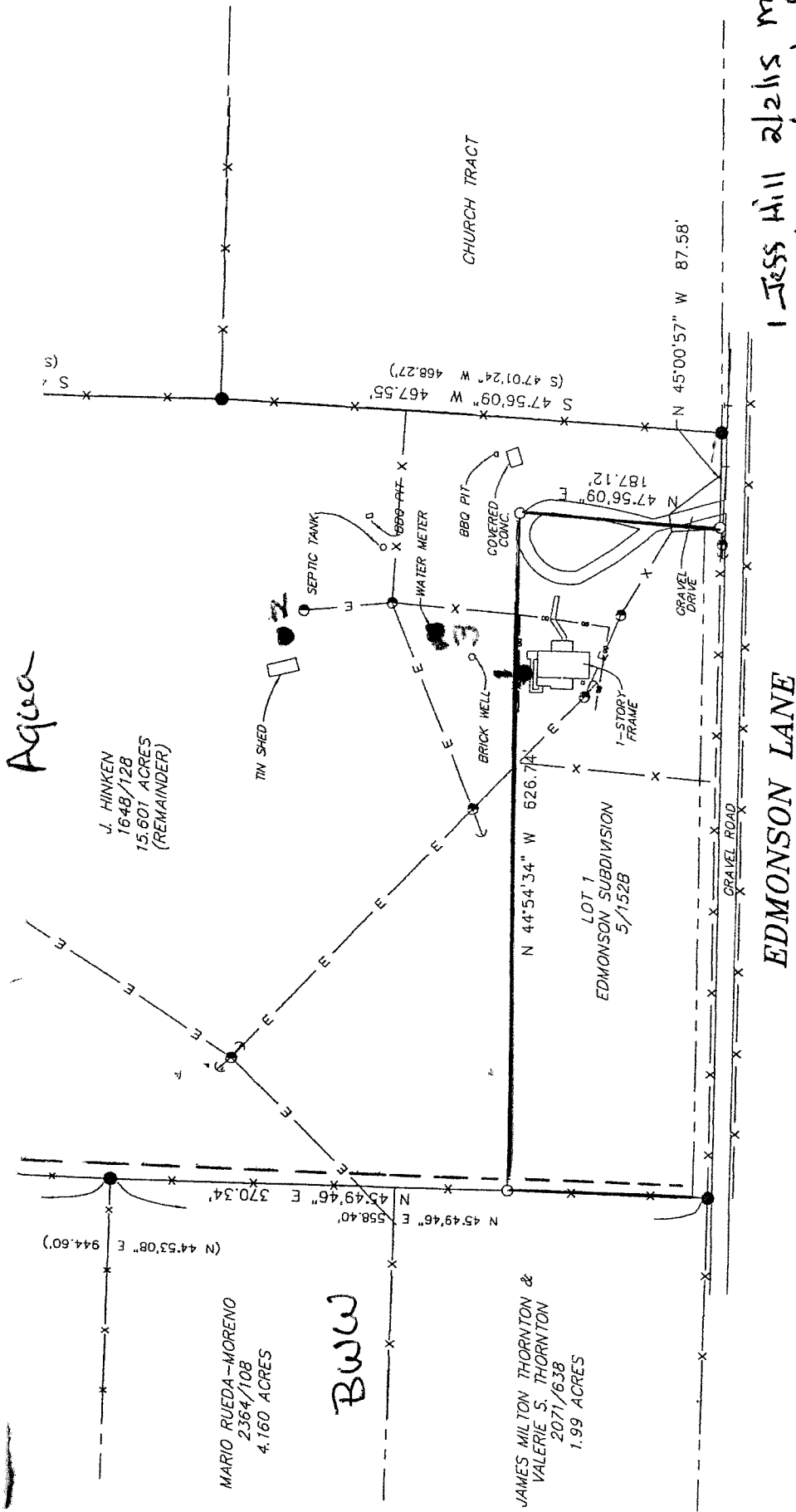
Re: Bastrop West Water (BWW) Service

There have been some issues regarding ownership of the water meter on Edmonson Lane, Cedar Creek, TX.

- 1) The water meter is on my portion of the property. This is clearly shown on the surveys that the buyer, Jeff Hill, received before & after making his offer.
- 2) Jeff Hill's lender & the Bastrop County Subdivision Dept, has repeatedly stated that in order for the buyer's subdivision requirement to be fulfilled, his property required its **own** water meter service. 6 months later, he is still using my service.
- 3) Verification by the TCEQ for the subdivision process required that **the only valid option for Jeff Hill's property was either water service from Aqua Water or a well; NOT BWW**. This process was ongoing for months.
- 4) Because TCEQ declared Edmonson Lane to be Aqua Water's territory, I have the legal right to remove Bastrop West Water's meter from my property if I have to replace it with Aqua Water.
- 5) I have checked with various authorities, the documents & all of the emails, and found nothing where I signed over an easement (if even possible) or sold my BWW service with the property. On the contrary, the survey submitted states Jeff Hill agreed to put in a well. The only reason the service is in Jeff Hill's name is because he was my renter for 3-4 months prior to the closing. If either of you have any written documents where I signed away my water service, please email them to me so I can forward them to my attorney.
- 6) 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.

This is formal notice that I am requesting the BWW service to be returned to my name as soon as possible. With a written agreement to pay me for the water service, I will agree to allow BWW to provide water service to the house, until my property is sold or rented. If not, I am prepared to pursue my legal rights.

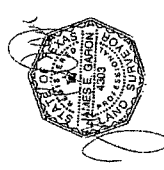
J. Dean.



1 Jess Hill 21215 meter
 3-meter w/2 shut offs
 2 Spigot for mobile
 -- CCN boundary

G.F. NO. AUT-78-970-AUT15005095BH
 REFERENCE ANASTACIO A. REYNA AND LAURA P. REYNA
 ADDRESS 168 EDMONSON LANE
 LEGAL DESCRIPTION 23.392 ACRES OUT OF THE MARTHA BARKI SURVEY, ABSTRACT NO. 7, IN BASTROP CO.
 FIELD BOOK. B-422/27-30
 FILE: Server\Co\Bastrop\Surveys\Martha Barker A-7\53315.dwg

JAMES E. GARON & A
PROFESSIONAL LAND SURV
 P.O. Box 1917
 Bastrop, Texas 7860
 (512) 303-4185
 (512) 321-2107 fax



TO THE OWNERS, LIENHOLDERS AND AUSTIN TITLE COMPANY

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY DESCRIBED HEREON AND IS CORRECT, AND THAT THERE ARE NO DISCREPANCIES, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN HEREON.

THE UNDERSIGNED DOES FURTHER CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED IN ZONE "X" AND IS NOT WITHIN A 100-YEAR FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, PANEL NO. 48021C0150E AND 48021C0130E EFFECTIVE JANUARY 19, 2006.

CERTIFIED MAIL® RECEIPT

Domestic Mail Only
For delivery information, visit our website at www.usps.com

RED ROCK TX 78662

Postage	\$ 0.49	0018
Certified Fee	\$3.30	10
Return Receipt Fee (Endorsement Required)	\$0.00	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 3.79	01/22/2015

Sent To
Klaus DBA BW Water
Street & Apt. No.,
or PO Box No. 231 Mandy Ln
City, State, ZIP+4 Red Rock TX 78662
PS Form 3800, July 2014 See Reverse for Instructions

Expected Delivery: Sat 01/24/15
@@ Certified \$3.30
USPS Certified Mail #:
70141820000127832732

Issue Postage: \$3.79
Total: \$3.79

Paid by:
Cash \$5.00
Change Due: -\$1.21

For tracking or inquiries go to
USPS.com or call 1-800-222-1811.

Order stamps at usps.com/shop or
call 1-800-Stamp24. Go to
usps.com/clicknship to print
shipping labels. For
other

3 Bastrop West Water
231 Mandy Ln
Red Rock, TX 78662
512-629-5717

	METER READING		USED	CHARGES
	PRESENT	PREVIOUS		
Water	0	0	0	16.50
Adjustments				655.00
Reg Fee				0.17

		ACCOUNT 153 3/1/15	
		LATE CHARGE AFTER DUE DATE	PAST DUE AMOUNT
2	28 1	671.67	5.00
			676.67

CERTIFIED MAIL® RECEIPT

Domestic Mail Only
For delivery information, visit our website at www.usps.com

CEDAR CREEK TX 78612

Postage	\$ 0.49	0018
Certified Fee	\$3.30	06
Return Receipt Fee (Endorsement Required)	\$0.00	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 3.79	01/30/2015

Sent To
JESS HILL
Street & Apt. No.,
or PO Box No. 168 Edmonson
City, State, ZIP+4 Cedar Creek TX 78612
PS Form 3800, July 2014 See Reverse for Instructions

Zone-1
First-Class Mail Letter
0.40 oz.
Expected Delivery: Mon 02/02/15
@@ Certified \$3.30
USPS Certified Mail #:
70141820000127838703

Issue Postage: \$3.79
Total: \$4.28

Paid by:
Cash \$5.30
Change Due: -\$1.02

For tracking or inquiries go to
USPS.com or call 1-800-222-1811.



Bastrop West
CUSTOMER
ROUTE ACCOUNT
1 153
3/15/15
671.67 676.67

J Hinken
1006 Wilson St
Bastrop TX 78602

Received

57—

for water line

→ Repair Jan 30 (in)

William E. Schacter

W. E. Schacter

Outlook Mail (Preview)

☐ New |
 ☐ Reply |
 ☐ Delete |
 ☐ Archive |
 ☐ Junk |

FW: 168 - BWW



TPE prop

cc: Jeff <jh@wdtx.net>, paul klaus <p_m_klaus@yahoo.com>.

Reply

Fri 1/30/2015 4:49 PM

This message was sent with Microsoft Outlook.

You have read this message on 1/30/2015 7:21 PM.

Hello,

No word of damage

I have not yet received any response from the January 2015 letter I sent certified to Bastrop West water & also as email to Jeff Hill & BWW, in which I asked for any written documents that transferred the water service (easement?) from me to Jeff Hill.

Below, you will find a copy of a letter that I sent certified to Jeff Hill, via regular mail to BWW as well as email.

January 30, 2015

Jeff Hill

168 Edmonson Ln
Cedar Creek, TX 78612

Re: Bastrop West Water service

Hello,

My handyman talked to Paul Klaus, BWW, today & he was told that Bastrop West Water cleared up the issue with Aqua Water/TCEQ/BWW that delayed our closing for 4 months last year. Paul Klaus told him that he could put a new meter on your property for \$450, so you would stop using my meter.

Although the current meter is well within the bounds of my property which the James Garron subdivision plat clearly shows and the subdivision plat required you to put in new service on your subdivision property with either Aqua Water or a well, I will agree to pay half of the \$450, just to get this resolved. I am sorry that you understood that you purchased an easement to the water, which is why I have not pursued my legal rights prior to now.

Please get back to me by this weekend, because I will be re-attaching the old spigot replacement.

In addition, I have not said anything about your continuing to use my driveway rather than the new one you just installed last month, but I will ask you again to remove

February 1, 2015

Jeff Hill agrees to forfeit all claims to the Bastrop West Water service meter located in Ms. Hinken's property to the rear of his house & agrees to put water service on his property located at 168 Edmonson Lane, Cedar Creek, TX 78612. Application process is to start within 2 days of signing this agreement & is to be completed no later than March 25, 2015. The current water meter line to the house will be removed at that time.

J. Hinken agrees to pay \$225 to Jeff Hill towards the costs of installing a new water service of Jeff Hill's choice, simply to expedite this process. \$100 will be paid upon signing this document and the remaining \$125 will be paid on completion.

Jeff Hill will continue to pay the monthly Bastrop West Water bills until the completion of new water service or the termination on March 25, 2015, whichever comes first.

Jeff Hill Date

J. Hinken Date

Outlook Mail (Preview)

☐ New | ☐ Reply | ☐ Delete | ☐ Archive | ☐ Junk |

Re: 168 - BWW



Paul Klaus

o TPE prop <real0est@hotmail.com>

Reply |

Sun 2/1/2015 10:11 AM

You forwarded this message on 11/9/2015 1:13a PM

Thank you for the response. I'm glad the issue has been resolved. I will get the meter set as soon as I can.
Please send me your mailing address.

Paul

Sent from my iPhone

On Feb 1, 2015, at 9:00 AM, TPE prop <real0est@hotmail.com> wrote:

I'm forwarding this email from Jeff Hill to you.

Subject: Re: FW: 168 - BWW

From: jh@wdfx.net

Date: Sat, 31 Jan 2015 15:49:27 -0600

To: real0est@hotmail.com

Jade,

I spoke with Paul and let him know that splitting the cost would be OK with me. Please give him a call and let him know that you and I have come to an agreement so that he can move forward as soon as possible and we can put this behind us.
-Jeff Hill

On Jan 30, 2015, at 4:49 PM, TPE prop <real0est@hotmail.com> wrote:

Hello,

I have not yet received any response from the January 2015 letter I sent certified to Bastrop West water & also as email to Jeff Hill & BWW, in which I asked for any written documents that transferred the water service (easement?) from me to Jeff Hill.

Below, you will find a copy of a letter that I sent certified to Jeff Hill, via regular mail to BWW as well as email.

January 30, 2015

Jeff Hill

168 Edmonson Ln
Cedar Creek, TX 78612

*No mention of
+ damage*

Outlook Mail (Preview)

☐ New | Reply Delete Archive Junk

RE: 168 - BWW



TPE prop

To: paul klaus <p_m_klaus@yahoo.com>, Jeff <jh@wdfx.net>

Reply |

Sun 2/1/2015 2:29 PM

You have received this message because you are subscribed to the sender's distribution list.

Thank you for the response. I'm glad the issue has been resolved. I will get the meter set as soon as I can
Please send me your mailing address

This is between you & Jeff. I will be giving him a \$225 payment towards the water service of his choice. He will be responsible for the payment of the water service for the house until the service gets disconnected from my meter. This should have been done when he bought the property last July.

Below is a copy of our agreement:

February 1, 2015

Jeff Hill agrees to forfeit all claims to the Bastrop West Water service meter located in Ms. Hinken's property to the rear of his house & agrees to put water service on his property located at 168 Edmonson Lane, Cedar Creek, TX 78612. Application process is to start within 2 days of signing this agreement & is to be completed no later than March 25, 2015. The current water meter line to the house will be removed at that time.






J. Hinken agrees to pay \$225 to Jeff Hill towards the costs of installing a new water service of Jeff Hill's choice, simply to expedite this process. \$100 will be paid upon signing this document and the remaining \$125 will be paid on completion.

Jeff Hill will continue to pay the monthly Bastrop West Water bills until the completion of new water service or the termination on March 25, 2015, which ever is first.

Jeff Hill _____
Date

J. Hinken

Outlook Mail (Preview)

 New  Reply  Delete  Archive  Junk

RE: 168 - BWW



TPE prop

To: Jeff <jh@wdfx.net>, Paul Klaus <p_m_klaus@yahoo.com>

 Reply

Mon 2/2/2015 7:07 PM

You forwarded this message on 11/23/2015 7:13 PM

I spoke with Paul and let him know that splitting the cost would be OK with me. Please give him a call and let him know that you and I have come to an agreement so that he can move forward as soon as possible and we can put this behind us
-Jeff Hill

Hi,

I had someone come out to see about purchasing the land. I'm going to hold off on the BWW water meter & if he makes an offer, let him deal with it. Also, at this point, not sure I'll be needing it right away.

Outlook Mail (Preview)

New | Reply | Delete | Archive | Junk |

Invoice



paul klaus

To: TPE prop <real0est@hotmail.com>

Reply |

Tue 2/3/2015 7:41 PM

Document

You received this message on Tue, 2/3/2015 7:41 PM

Hinken Invoice.docx

1 KB

Download | Save to OneDrive | Personal

Ms. Hinken,

As requested, I completed the meter separation on the evening of February 2, 2015. Per the agreement, your cost is \$225.00 payable to Bastrop West Water.

Also, you are responsible for repair costs totaling \$430.00 for the water main break caused by your contractor on January 29, 2015.

Attached you will find an invoice for the charges totaling \$655.00. This invoice is due and payable within 15 days.

Thank you,

Paul Klaus

Outlook Mail (Preview)

 New |  Reply |

Folders

Inbox 2
Junk Email
Drafts
Sent Items
Deleted Items
168
BWW
PUC 1
1718K-M
Alt House
2015-Edmonson
Chris Steelman
Vaughn Stevenson
206
208
1718
23 ST
EMF
Handyman
Misc -loans 1
Rental 1
Selling Stuff
Selling TX
Deb
Jeff
SELLING-WI

RE: 000 Edmonson Offer to Purchase



Kelley Harris


To: 'T PE' <real0est@hotmail.com>;

Reply

Sat 5/9/2015 4:51 PM

You forwarded this message on 10/9/2015 7:15 PM

Hi Jade,

The water company said in order for my clients to get a new water meter it will cost them \$1,000. So my client would like to reduce the price \$1,000. 

From: T PE [mailto:real0est@hotmail.com]**Sent:** Saturday, May 09, 2015 8:39 AM**To:** Kelley Harris**Subject:** RE: 000 Edmonson Offer to Purchase

Hi Jade,

I was able to reach the water company and they stated you owe around \$780. Is that possible to have it paid for before closing?

Hello,

No, because I do not owe that money. I have not had service with them for over a year & owed them nothing when the service to the house was sold last July. I filed a complaint against them with PUC. PUC failed to support their claims, except for their unsupported claim that my handyman damaged their property while installing a new meter for my property. That was a lie. The meter is mine, is on my property & the house buyer purchased HIS new meter. If I have to, I will take BWW to court when I return to TX.

I will not be blackmailed into paying this bogus bill. Plus, if you check with TQEC (although it may be PUC's jurisdiction at this point), the new buyers cannot be held responsible for the previous buyers bill. I know, because BWW (previous owner) tried that scam on me when I purchased the property (also without providing any documentation for the bill).

August 12, 2015 Also sent via PO mail

Paul Klaus
Bastrop West Water
231 Mandy Ln
Red Rock, TX 78

It has come to my attention that you are continuing to assert your absurd & unethical charges of \$655 from last January. You don't even have the correct name or address.

I have already filed an informal complaint against you & your company with the Public Utilities Commission. They have already determined that your \$225 charge for a new meter outside of your authorized area on another person's property is invalid.

1. You are well aware that your charges, even if valid, which they are not, cannot be charged to the new owners. TREQ determined that was illegal back in 1999 against Bastrop West Water
2. You are well aware that it is unethical for BWW to charge \$1000 or \$655 or even \$450 to provide for "new meter service" for one that was already in place, simply because you removed the actual meter last March. TREQ determined that also was illegal in 1999.
3. If you continue these or any charges, or if there is ANY charge for the initial water meter installation at the established meter location for the new buyers, I WILL be filing a formal complaint against you & the Bastrop West Water company with the Public Utility Commission when I return in the fall.

I do NOT owe this bill. If I pay \$655 at the time of the closing, I am considering it illegal pressure by Bastrop West Water and am only paying it so that the closing can be expedited.

I am also requesting the names and contact information for any & all workers involved in the alleged repair, hourly rate for repairs, as well as copies of all invoices for materials. Thank you. ✓

J. Hinken
cc: Public Utility Commission

From: Paul Klaus [mailto:p_m_klaus@yahoo.com]
Sent: Wednesday, August 19, 2015 5:34 PM
To: Kelley Harris
Subject: Re: 000 Edmonson/ Jade Hinken

No
mention
of
\$50

Ok thanks

Sent from my iPhone

On Aug 19, 2015, at 5:26 PM, Kelley Harris <kelley.harris1@gmail.com> wrote:

Yes,

We are waiting on signatures for disbursement. It is in Escrow at Austin Title.

Sent from my iPad

On Aug 19, 2015, at 4:11 PM, Paul Klaus <p_m_klaus@yahoo.com> wrote:

Just wondering if you closed on the property haven't heard anything

Sent from my iPhone

On Aug 11, 2015, at 3:50 PM, Kelley Harris <kelley.harris1@gmail.com> wrote:

Hi Karen,


Thank you for your rapid response. The invoice shows \$655 and you are stating the total to begin service is \$705. When we spoke before it was up to \$780. ↙

My main goal is to make sure my client has a good working water meter and what is the amount to get this done? Thank you.

Kelley Harris Realtor
(512) 517-6650
kelley.harris1@gmail.com
Stanberry & Associates Realtors
111 N. Hasler Blvd.
Bastrop TX 78602

From: Karen Klaus [mailto:karenklaus@rocketmail.com]
Sent: Tuesday, August 11, 2015 3:35 PM
To: Kelley Harris; p_m_klaus@yahoo.com
Cc: dalana.goetz@austintitle.com
Subject: Re: 000 Edmonson/ Jade Hinken

Hi Kelley,

I'm attaching the invoice that was sent to Ms. Hinken back in February. The total is \$655.00 for the repairs and meter installation. Ms. Hinken requested that the water be turned off, therefore, there will be a reconnection fee of \$50.00 due as well. This makes a total balance owed of \$705.00 to begin the service. 

Please let me know if you have any questions.

The email address you have for Paul is correct. I'm not sure why it did not go through.

Thank you,

Karen Klaus

(512) 629-5717

Paul Klaus

(512) 663-1921

From: Kelley Harris <kelley.harris1@gmail.com>

To: p_m_klaus@yahoo.com; 'Karen Klaus' <karenklaus@rocketmail.com>

Cc: dalana.goetz@austintitle.com

Sent: Tuesday, August 11, 2015 3:24 PM

Subject: FW: 000 Edmonson/ Jade Hinken

From: Kelley Harris [<mailto:kelley.harris1@gmail.com>]

Sent: Tuesday, August 11, 2015 3:15 PM

To: 'p_m_klaus@yahoo.com'

Cc: 'dalana.goetz@austintitle.com'

Subject: 000 Edmonson/ Jade Hinken

Hi Paul & Karen.

We are closing on this property tomorrow. Can we get an invoice so the new buyer can get water service? If you have any questions please feel free to contact myself or Dalana Goetz at Austin Title 512-303-9633. Thank you and I am looking forward to hearing from you soon.

I just tried to send this to Paul, but I believe I had the wrong e-mail address.

<image001.jpg>

Kelley Harris

Realtor

(512) 517-6650

kelley.harris1@gmail.com

Stanberry & Associates Realtors

111 N. Hasler Blvd.

Bastrop TX 78602

FAX 512-581-9985

Informal

TQEC/PUC
1701 N Congress Ave, 7th floor
PO Box 13326
Austin, TX 78711-3326

Re: Complaint against Bastrop West Water

Hello,

Last year, I went through the subdivision process prior to a sale, which was required by the buyer's lender. Bastrop County required the house have its own water service. TCEQ was to determine if the old meter, (& thus the new meter) which had been serviced by BWW since 1983, was in Aqua Water's service area, as per the TQEC maps.

This was an issue for 3 months, so the buyer became my renter & paid for the BWW service in **his name**. It was ultimately decided between the county & TCEQ that the buyer was required to get service from Aqua Water or a well. He opted for a well, but it was my understanding that he & BWW would be attempting to get an amended CNN after the closing in July.

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!! He had been allowing the buyer to squat on my meter for about 5 months. The problem came when the buyer denied me access to my own water meter.

I emailed the buyer & BWW on 1/18/15 & when I didn't get a response, sent it certified letter to Paul on 1/22/15, requesting any documentation they had regarding their right to my service.

The buyer had been trespassing on my land 2-3 times to threaten my handyman, who had been trying to replace the second line from the meter to my property. He wound up quitting in the middle of the job. But apparently, Paul Klaus, who had yet to return my calls, emails or letters, told him that BWW could place a second meter on the buyer's property. Still not receiving any response, I emailed them both the evening of 1/30/15, mailed BWW & sent it certified to the Buyer.

On 1/31, the buyer finally emailed me that he would agree to half. The next day, I sent them both an email that I would pay **the buyer** \$225 towards the water service of his choice, but only after he signed an agreement waiving his claim on my meter. To date, he has neither contacted me nor signed it.

On 2/2, I emailed both of them that I wasn't sure I needed water service. I also decided that the man possibly making an offer would be more assertive in his rights than I have been.

The following day, 2/3, I got an email from Paul Klaus, demanding \$655. Ignoring my letter & emails, he didn't have the courtesy to even call me before trespassing on my land.

- 1). The buyer, & BWW, were legally obligated to terminate his service on my meter on the day of closing, last July. It was mutually self serving; the buyer avoided the costs of putting in his own meter, and BWW got a paying customer when my service was shut off.
- 2). I find it difficult to believe that TQEC refused to allow 168 Edmonson Lane to be considered in BWW's CNN from May til August, but suddenly decides on February 1 or 2 that it will be allowed. I would like some verification from TQEC/PUC that this property in a valid BWW service area.
- 3). On Feb 1, I agreed to pay half, but to be paid ONLY to the buyer & ONLY after the buyer signed a waiver. This he still has not done. BWW had a copy of that agreement.
- 4). I was on the premises all afternoon on Feb 2 & saw no sign of BWW installing the meter. The buyer made no attempt to inform me of that either.
- 5). That same day, I emailed both the buyer & BWW that I wasn't sure I needed to use the meter AND that I was waiting to see if I'd get an offer on the land. Neither party ever attempted to call me, email me or get my permission in writing, although I have called, emailed & sent certified letters to both of them.
- 6). Paul, BWW, is trying to charge \$225 for half the meter charge that I a) specifically stated in writing that I would pay to the buyer & then b) one day later emailed that I wasn't going to need it.
- 7). BWW is trying to charge me \$430 in damages.
 - a. I did not do it.
 - b. The handyman had started trying to replace an existing spigot line since January 14th I finally had to pay another man to finish it on January 30th.
 - c. That PVC line is over 32 years old
 - d. I was told that the repair was needed around noon on January 29th.
 - e. Apparently Paul, BWW, does not have any emergency back-up & neglected to answer his business phone until after dark that day. If Paul had taken his responsibilities more seriously, his costs would have been significantly reduced.
 - f. BWW has failed to provide any documentation that his demand reflects the actual costs of a repair.
 - g. I am not sure that the BWW easement for **my** property entitles him to trespass on my land to install a meter for another customer, but courtesy & good business practice would suggest that he at least call prior to doing so.
 - h. The buyer's meter looks like it's been there for quite a while. Mine however, is left uncovered & unfinished.
- 8). BWW **may** be entitled to damages, but like everyone else, is obliged to seek them from the person responsible. BWW is **not** empowered to threaten my water service because of their unethical, possibly illegal & irresponsible actions.
- 9). In addition, the water service was not even in my name at the time of the water line break, & as far as I know is not in my name at this time. I may decide differently in a few days, but I specifically stated in my 2/2 email that I do not need water service at this time.

J. Hinken

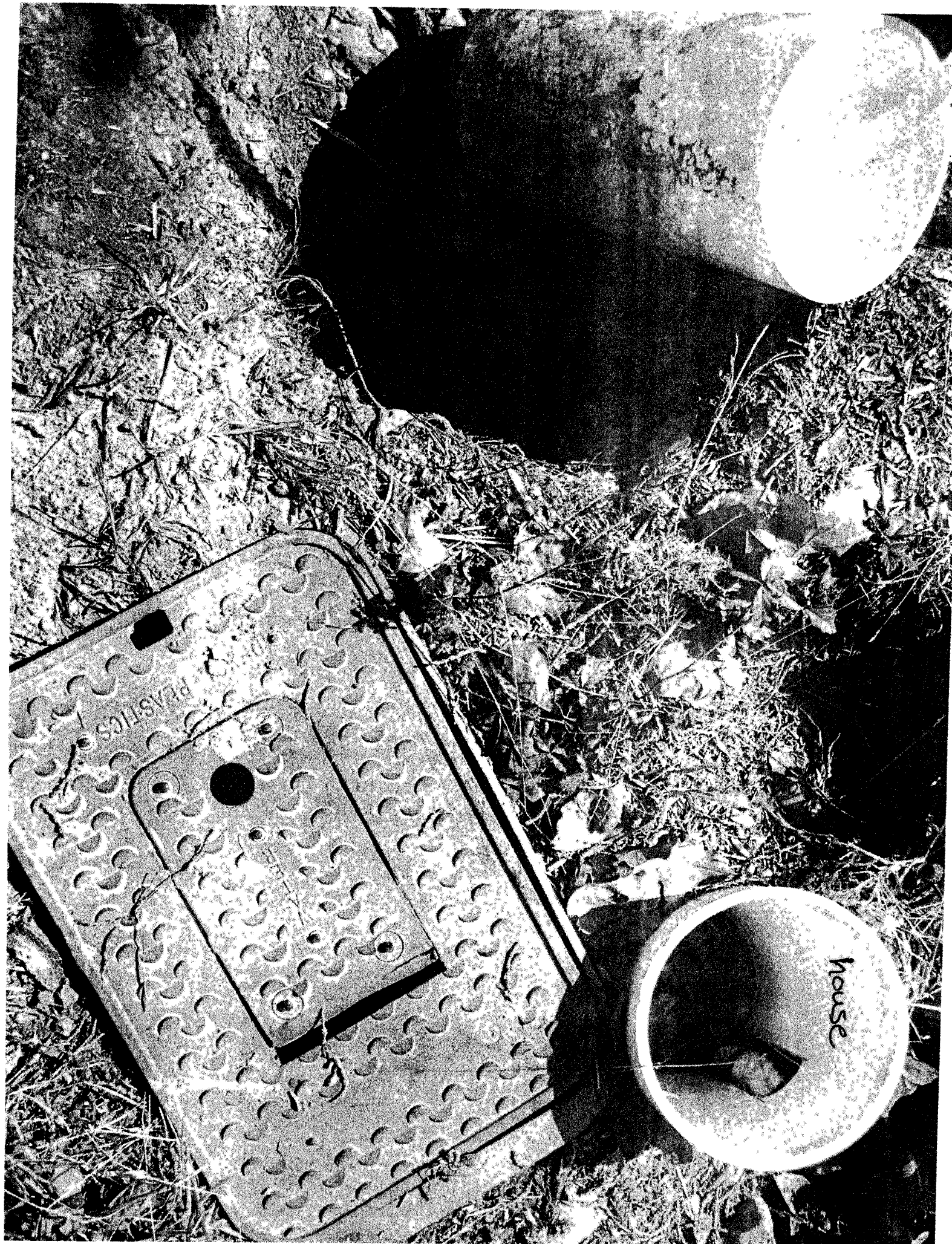
att: January 17 letter (sent certified January 22)
January 30 letter (certified)

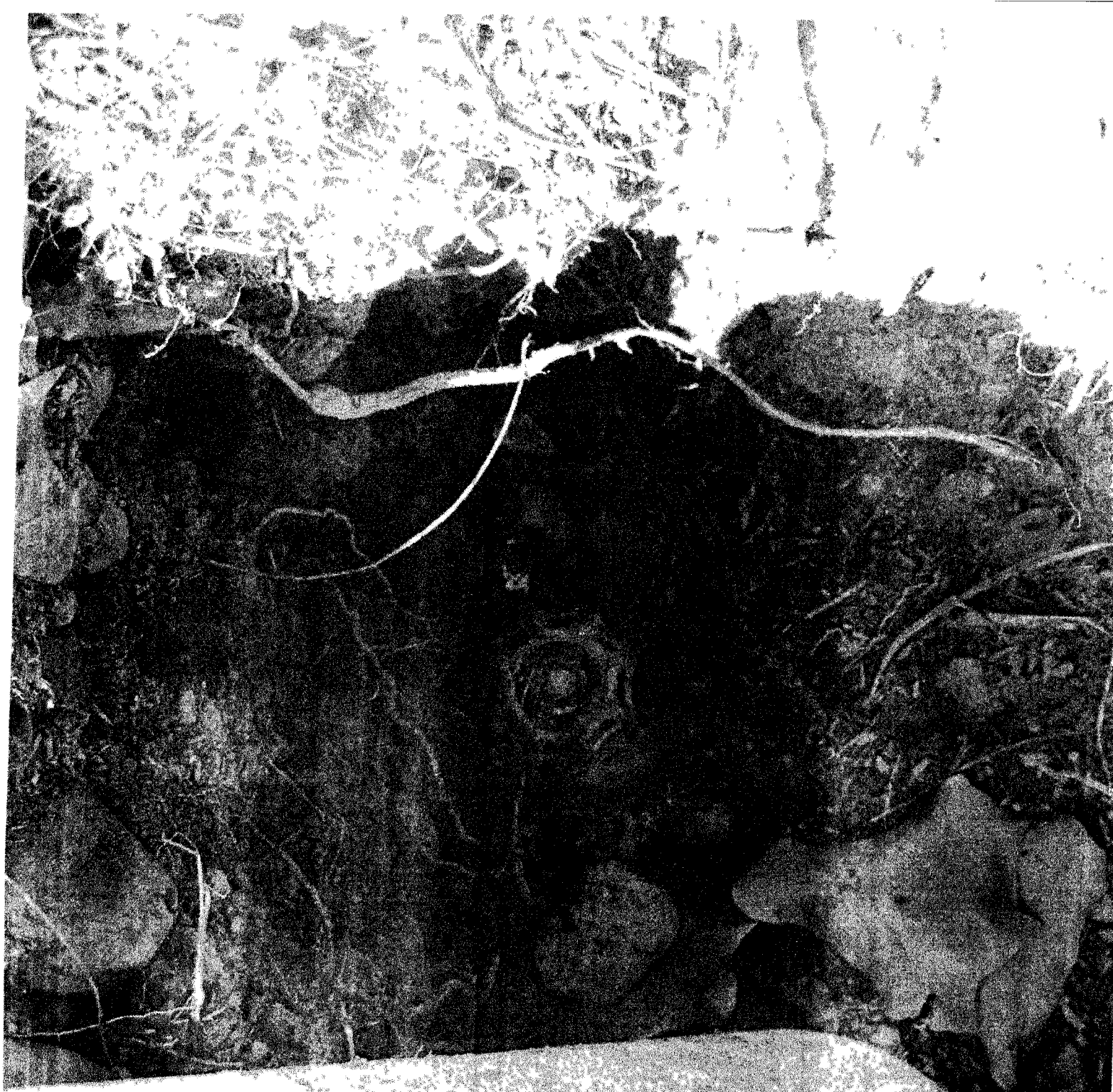
Hello,

I would like to file a second informal complaint against Bastrop West Water; below is a copy of the letter I mailed 5/12/15

Bastrop West Water has been run & managed more like a dictatorship than like a utility company. I have the following additional complaints:

1. Since July 2014, BWW has trespassed on my property; NOT to maintain its property, but to collude with the man who purchased a subdivision of the property in using my service meter, without my knowledge or authorization.
 2. On February 2, 2015, BWW trespassed on my property in order to install a new water meter & service for the subdivided property, despite that location not being in the BWW authorized CNN water service area.
 3. BWW charged me, and continues to try to charge me \$250 for this illegal meter, despite my January 30th certified letter that I would pay the owner, NOT BWW, & only upon a written release by him from my water meter. That permission was rescinded prior to the meter installation 2 days later with an email to both parties; that release has never been signed.
 4. BWW fails to run the water utility business in a professional and business like manner. His charges are arbitrary and unsupported with documentation. He fails to respond to emergency repairs in a timely manner. He fails to remove charges that are not justified. He even fails to mail his bills to me.
 5. BWW has a habit of using blackmail & intimidation to collect its unauthorized charges. Instead of legitimately trying to collect on its (unauthorized & illegal) bill, BWW simply removed the actual meter. Instead of an actual bill or letter, an unsigned, handwritten note was stuffed in the ground where the meter had been situated.
 6. In January 2007, TCEQ received a complaint against BWW for attempting to collect charges from a new owner for an alleged & undocumented bill from the previous owner. This was a common practice with the West Oak Loops properties. BWW is now attempting to collect \$780 from the party who has signed an offer to purchase my property, claiming it's my bill. NOTE: When I sold this property in July 2014, I did not owe anything to BWW. Without initiating or receiving any water service, I am told (via the realtor) that I owe \$780, up without explanation from \$676.67. Apparently, BWW is charging monthly (twice each month) for water usage without any meter even being in place or service being provided.
 7. Later in 2007, TCEQ received another complaint against BWW for attempting to collect an application fee from a current water service customer. BWW is currently attempting to charge the new owners \$1000 to restoring the stolen meter back to its original location. Not only is this illegal & unethical, but it greatly exceeds the legitimate & authorized application charge of \$450, which was place last February. Bastrop West Water's arbitrary & unsupported practices have most likely cost me the sale of my property. No one wants to own property that is serviced by an unethical water utility.
- J Hinken





Spigot Shut off



Handyman's work
1-1/28/15

