



Control Number: 45645



Item Number: 7

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**Hornsby Bend  
Utility Company**

A SouthWest Water Company

March 30, 2016

Public Utility Commission of Texas  
Document Control  
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P. O. Box 13326  
Austin, TX 78711--3326

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PUBLIC UTILITY COMMISSION  
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Customer Service  
866.654.SWWC (7992)

RE: Docket Number 45645 COMPLAINT OF MONICA BRIEGER AGAINST SWWC  
UTILITIES, INC. D/B/A HORNSBY BEND UTILITY

To the Commission:

On February 22, 2016, Monica Brieger (Complainant) filed a complaint against SWWC Utilities, Inc. d/b/a Hornsby Bend Utility (Hornsby) regarding water billing practices and related charges. This complaint was filed under 16 Tex. Admin. Code §22.242 (TAC). Hornsby responded in a timely manner on March 16 with detailed attachments. On March 23, 2016 additional information was provided by Ms. Brieger. Order Number 2, issued on March 24, 2016, requires Hornsby to respond to Ms. Brieger's supplemental complaint on or before April 14, 2016.

**Response:** Hornsby has reviewed carefully the supplemental, 11 page complaint filed by Ms. Brieger with the Commission on March 23, 2016 and we are responding to each of the allegations raised in the supplemental complaint here.

- Disconnection of water on February 24, 2016 while allegedly fully aware of disputed charges.

Once informed of the existence of the January PUC inquiry on February 24, 2016 we immediately reconnected services the same day at the location in order to fully research and respond. We also waived the reconnection fee and deposit requirement as a result of the associated disconnect. After multiple discussions on bills owed with Ms. Brieger as per rule § 24.82 (a): (*"Any customer or service applicant requesting the opportunity to dispute any action or determination of a utility under the utility's customer service rules shall be given an opportunity for a review by the utility. If the utility is unable to provide a review immediately following the customer's request, arrangements for the review shall be made for the earliest possible date. Service shall not be disconnected pending completion of the review."*), we were not aware of any particular charge still in dispute as per rule § 24.88, and having no knowledge of the January PUC complaint referral the account was not considered to be in dispute. As such according to PUC substantive rule § 24.88 (a)(1) a disconnection notice was sent. This notice can be seen in Exhibit E of our response to Order Number 1. This notice was mailed on February 8, 2016 and payment was due on February 20, 2016. The amount of this disconnect notice was \$130.16 which included the \$118.33 plus unpaid late fee of \$11.83 for the past due invoice.

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- Voice mails left to manager that were not returned.

The January call was returned by the Call Center staff and the February 24, 2016 calls came in after discussion had already started between the PUC staff and the Hornsby Call Center staff. As reconnection had already occurred and a deferred agreement was in process there were no outstanding items in dispute.

- Violation of §24.82(B) Resolution of Disputes.

We apologize again for any mix-up with the email address used by the PUC in forwarding the complaint in January. We do not show any record of an email with the complaint ever coming in. The correct email address for referring complaints is: Txcustomer@swwc.com, and we have always successfully received all other inquiries from the PUC via this inbox. Once informed of the existence of the January PUC inquiry on February 24, 2016 we immediately reconnected services the same day at the location in order to fully research and respond. We also waived the reconnection fee and deposit requirement as a result of the associated disconnect.

- Violation of §24.87(l), (m) Disputed Bills/Alternative Payment Assistance.

As mentioned in the first bullet, after multiple discussions on bills owed with Ms. Brieger as per rule §24.82 (a), no particular charge was in dispute as per rule §24.88, and having no knowledge of the January PUC complaint, the account was not considered to be in dispute and as such according to PUC substantive rule §24.88(a)(1) a disconnection notice was sent. When Ms. Brieger inquired of alternative payment programs/assistance, information on our Catastrophic Event assistance program was sent accordingly and can be seen in Exhibit C, previously provided. Ms. Brieger was already aware of other local assistance programs as can be seen in Exhibit B, also previously provided.

- Violation of §24.87(p) Fees.

Hornsby adheres to the standards found in 24.87(p). All applicable fees that have been charge to Ms. Brieger's account can be found in our tariff. Please see the tariffs previously provided in Exhibit F.

- Confusion over Catastrophic Assistance Form Requirements and Approval Process.

Hornsby acknowledges the confusion Ms. Brieger may have had over our Catastrophic Event assistance program. Based on this, Hornsby will produce an updated application form that will be more specific on the requirements of the application process. We will also incorporate into our process a Catastrophic Event acceptance/denial letter and greatly appreciate Ms. Brieger's input into improving this process overall. It is important to note the Catastrophic Assistance program is a company funded program that is for customers who have had a one-time

devastating life event in their lives that severely but temporarily affects their ability to pay the bill. The reasons given by Ms. Brieger did not meet these requirements. This is stated in the application form submitted previously as Exhibit C.

- Disconnection Letter not received in the amount of \$118.33 and no evidence of amount owed.

Please see Exhibits D and E that were included in our response to Order Number 1. The amount of this disconnect was \$130.16 which included the \$118.33 plus unpaid late fee of \$11.83 for the past due invoice. The amount can be seen on the invoice as well.

- Due date of April bill.

Please see the bill invoice included with Ms. Brieger's supplemental complaint. All due dates are set according to our approved tariff and PUC rules based on the date of issuance of the bill. We have verbally committed to Ms. Brieger that we would not take action on her account this month unless payment is not received by April 3, 2016. The installment plan payments are due in conjunction with the normal payment each month as mentioned in the letter attached as Exhibit G, previously submitted in response to Order No. 1.

- Payment from Westover Church.

As of the writing of this letter, March 29, 2016, no payment or pledge as been received from Westover Church.

- Local Office.

Local office for Travis County is located at 1620 Grand Avenue Parkway, Suite 140, Pflugerville, TX 78660. There are several payment options available closer than this office to Ms. Brieger. Please see attached new Exhibit H for more information.

- Extension without approval

Hornsby did grant a 10 day extension in order to give Ms. Brieger more time to pay. We acknowledge this was done without Ms. Brieger's consent and will refrain from giving Ms. Brieger additional time to pay without her approval.

- Deferred Payment Plan not being offered:

Please see previously submitted Exhibit G for a copy of the deferred payment plan agreement Ms. Brieger has accepted. Hornsby was not required to offer Ms. Brieger a payment plan according to §24.87(d) as the bill was not three times more than the average monthly bill. The offering of the deferred payment plan never came up prior to the involvement of the PUC staff as Ms. Brieger would not admit to owing the bill. Once she agreed to pay the bill a deferred payment plan agreement was reached.

Hornsby will use this as a learning opportunity to remind our Call Center staff when a deferred payment plan should be offered.

- Bill Due Dates (Hornsby Tariff Section 2.06 Billing)

Invoices are generated shortly after meters are read. Meter reading is done in compliance with §29.89(b)(2)(a)(b). All due dates comply with our approved tariffs. These dates are upon issuance of the bill, not receipt date of the invoice through the mail by the customer.

- Late Fees

Please see our tariffs, previously submitted in Exhibit F. All late fees are set according to our approved tariff and PUC rules.

- Privacy

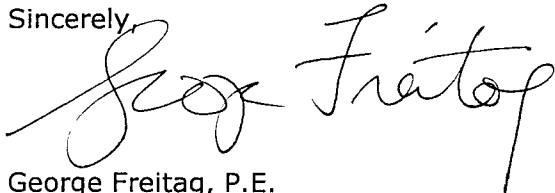
In response to Ms. Brieger's concern for her privacy, we have verified once again that all personal information has been removed from her account. Her address will be redacted from any future correspondence.

- Penalty Texas Water Code

Hornsby's position is that there are no violations of water code under §13.414 that should result in a fine. Based on our responses here and previously to Order Number 1, we believe that we have done everything within the scope of our responsibilities to address the issues raised by Ms. Brieger.

This response to the Supplemental Information is filed in a timely manner. Therefore, SWWC Utilities, Inc. dba Hornsby Bend Utility Company, Inc. respectfully requests the Commission, after considering this information, close this case docket without further review.

Sincerely,



George Freitag, P.E.  
Texas Regulatory Manager  
SouthWest Water Company  
SWWC Utilities, Inc.  
(512) 219-2288  
[gfreitag@swwc.com](mailto:gfreitag@swwc.com)

Enclosure: new Exhibit H - map of Payment Locations

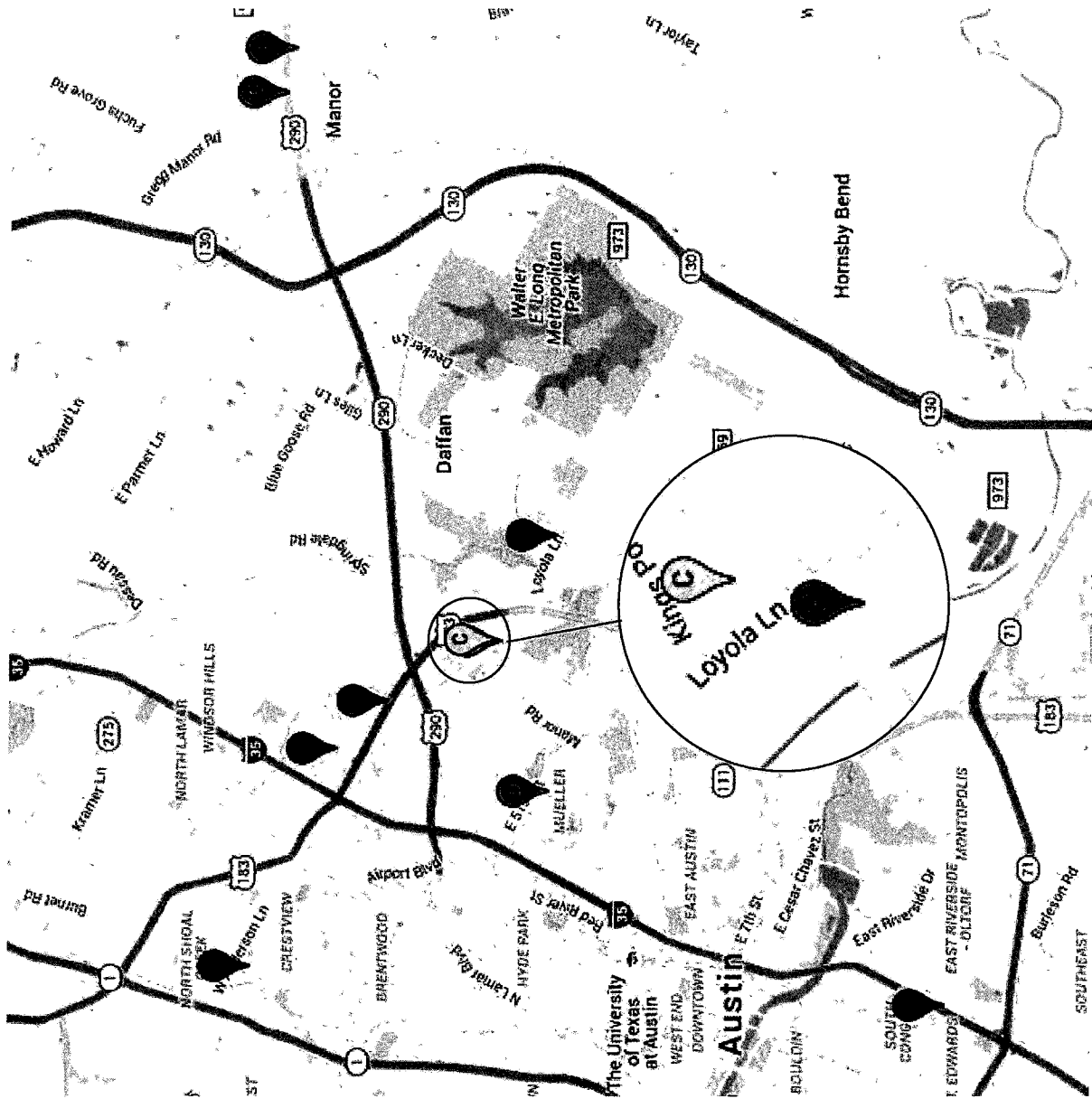
**EXHIBIT H**



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# PAYMENT CENTER LOCATIONS



- A. Loyola Grocery**  
6710 Loyola Ln,  
Austin, TX 78724  
+1 512-928-2222
- B. Austex Food Mart**  
4607 Loyola Ln,  
Austin, TX 78723  
+1 512-927-2498
- C. Manor Food Mart #1**  
6700 Manor Rd,  
Austin TX 78723  
+1 512-925-9504
- D. HEB**  
1801 E 51st St,  
Austin, TX 78723  
+1 512-474-2199
- E. Walnut Market #1**  
1900 E Anderson Ln,  
Austin TX 78752  
+1 512-339-8373
- F. Walmart Supercenter**  
11923 US-290 E,  
Manor, TX 78653  
+1 512-651-9100
- G. Manor Food Mart**  
10905 US-290,  
Manor, TX 78653  
+1 512-272-5200
- H. Walmart Supercenter**  
1030 Norwood Park Blvd,  
Austin, TX 78753  
+1 512-339-6060
- I. Walmart Supercenter**  
2525 W Anderson Ln  
Austin, TX 78757  
+1 512-354-3702
- J. Jet Stop Food Mart**  
2723 IH 35 South  
Austin TX 78741  
+1 512-383-8300