



Control Number: 47897



Item Number: 197

Addendum StartPage: 0

Tracking Number: TUTUYZVM

**PUC DOCKET NO. 47897**  
**SOAH DOCKET NO. 473-18-3008.WS**

RECEIVED

18 JUL -3 AM 9:14

PUBLIC UTILITY COMMISSION  
CLERK

**APPLICATION OF INTERVENORS  
AGAINST FOREST GLEN UTILITY  
FOR AUTHORITY TO CHANGE**

**BEFORE THE  
PUBLIC UTILITY COMMISSION  
OF TEXAS**


**VAN JOHNSON'S FIRST REQUEST FOR INFORMATION  
TO FOREST GLEN UTILITY COMPANY**

COMES NOW, Van Johnson and serves this, its First Requests for Information, to Forest Glen Utility Company, pursuant to Chapter 2001 of the Texas Government Code, the Texas Rules of Civil Procedure, and applicable rules and regulations of the Public Utility Commission of Texas (PUC" or "Commission") and the State Office of Administrative Hearings (SOAH").

You are requested to answer in complete detail and in writing each of the following requests for information, as well as produce the requested documents, within 20 days of service in accordance with the Texas Rules of Civil Procedure and the Procedural Rules of the PUC at the offices of the undersigned counsel, or at such other time and place as agreed between counsel. Forest Glen Utility Company may and is encouraged to produce responsive documents in an electronic format.

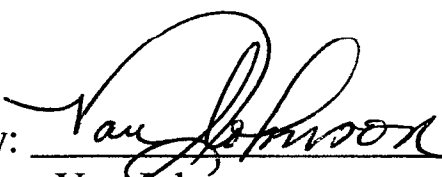
Respectfully submitted,

Van Johnson, MA, MPA  
112 Sunrise Hill  
Castroville, TX 78009  
210-364-8317  
[johnsv337@gmail.com](mailto:johnsv337@gmail.com)

By: 

#### **CERTIFICATE OF SERVICE**

I, Van Johnson, hereby certify that I have or will serve a true and correct copy of the foregoing document via hand delivery, facsimile, electronic mail, overnight mail, U.S. mail, or Certified Mail Return Receipt Requested on all parties on the 28th of June 2018.

By:   
Van Johnson

## **INSTRUCTIONS**

- a) Singular and masculine forms of any noun or pronoun shall embrace and be applied as the plural or as the feminine or neuter, as appropriate to the context, and vice versa.
- b) Each category following is to be construed and responded to independently and is not to be referenced to any other item herein for the purposes of limitation.
- c) Documents produced pursuant to this request shall be tendered either in the precise form or manner in which they are kept in the usual course of business or organized and labeled to correspond with the category that follows these requests.
- d) Any use herein of the word "including shall be construed as "including, but not limited to."
- e) Any use herein of the words "and" or "or" shall be construed either conjunctively or disjunctively as necessary to bring within the scope of these requests any documents that might otherwise be considered outside its scope.
- f) Any use herein of the words "any" or "all" shall be construed generally to mean "each and every," but shall be construed either broadly or narrowly as necessary to bring within the scope of these requests any documents that might otherwise be considered outside its scope.
- g) The requirements of the Texas Rules of Civil Procedure shall be strictly complied with. All documents within the scope of these requests shall be as they are kept in the usual course of business or shall be organized and labeled to correspond to the categories of these requests.
- h) If any party named hereinabove has ever had any of the documents referred to herein in her possession, custody or control, but does not now, that party is requested to state the following with respect to each such document:
  - (1) The present location thereof, if known, or all reasons why the party cannot or does not know of the location thereof;
  - (2) The date each such document left possession, custody or control of the party;
  - (3) The reasons why each such document is not now in the possession, custody, or control of the party;
  - (4) The name and address of all persons having knowledge about the matters inquired about in the immediately preceding paragraphs (1) through (3).
- i) Any document requested herein has been destroyed, you are requested to describe in detail the circumstances of and reasons for such destruction, and to produce all documents that relate to either the circumstances or the reasons for such destruction.
- j) If any document requested herein is withheld under claim or privilege, or is not produced for

whatever reason, you are requested:

- (1) The state with specificity the claim of privilege or other reason used to withhold production; and,
- (2) To identify each such document by date, author, and subject matter, without ruling on the privilege or other reason asserted.

You are further requested to produce those portions of any such document which are not subject to the claim of privilege or other reason for non-production by excising or otherwise protecting the portions for which a privilege is asserted, if such a technique does not result in disclosing the contents of the portions for which some privilege is asserted.

(k) These discovery requests are continuing in nature. If further information or documents come into your possession or are brought to your attention during preparation for trial or during trial, supplementation of your responses may be required.

(l) Except where otherwise specified or indicated by context, each category following requests information for the period from the time when you first had any contact or communication with the Respondent to the date of the production of the documents, subject to the duty to supplement.

(m) Unless otherwise defined, the specific terms used in these discovery requests shall have the same meaning as the definitions contained in chapter 13 of the Texas Water Code, the Public Utility Commission of Texas regulations implementing those laws and the bylaws of Avalon Water Supply and Sewer Services Corporation.

(n) Pursuant to 30 Tex. Admin. Code ("TAC") § 22.144(c)(2), answer to the requests for information shall be made under oath.

## **DEFINITIONS**

1. "You" and "your" means Forest Glen Utility Company as well as your attorneys, employees, independent contractors, representatives, consultants, affiliates, and expert witnesses.

2. "FGU" means Forest Glen Utility Company, applicant in the above-docketed rate case.

3. "Commission" "PUC" means the Public Utility Commission of Texas with jurisdiction over this matter, PUC Docket No. 47897.

4. "Document" or "documents" means and refers to all writings, data, data compilations, correspondence, electronic transmissions, email, electronically stored data and data compilations, and all versions and modifications of same.

5. "McMillin" means McMillin Texas Management Services, LLC.

6. "PID" means Public Improvement District.

## **REQUEST FOR INFORMATION**

**REQUEST FOR INFORMATION NO. 1-1:** Were you in a contract with McMillin, a Texas limited liability company to construct private dwellings and provide water reuse to prospective homebuyers?

**RESPONSE:**

**REQUEST FOR INFORMATION NO. 1-2:** Did FGU charge McMillin \$2,950 connection fee for any private dwellings at closing during 2013?

**RESPONSE:**

**REQUEST FOR INFORMATION NO. 1-3:** When was the first time a FGU sewer rate was assessed to Van Johnson, private dwelling "112 Sunrise Hill, Castroville, TX, 78009, and how much was the charge?

**RESPONSE:**

**REQUEST FOR INFORMATION NO. 1-4:** Was a contractual agreement signed by McMillin and Mr. Harry Hausman, (RE: document 100, p.37, Attachment 1-14) that explained the purposes of Public Improvement District (PID - Local Government Code Chapter 372.003(b)(13)), which is an assessment to each Potranco Ranch Subdivision homeowner, at .18 per \$100 of property valuation annually?

**RESPONSE:**

**REQUEST FOR INFORMATION NO. 1-5:** What is the full purpose of the PID, applied to Potranco Ranch Subdivision homeowners?

**RESPONSE:**

**REQUEST FOR INFORMATION NO. 1-6:** In accordance with Local Government Code subchapter of 372.122(b), is FGU reimbursed for expansion of Waste Water Treatment facility? As an immediate follow up, how much monetary reimbursement has the PID provided to FGU for expansion due to increased customers from September 2013 to June 28, 2018?

**RESPONSE:**

**REQUEST FOR INFORMATION NO. 1-7:** Please identify Mr. Harry Hausman and his relationship to FGU, Yancey Water Corporation, and Potranco Ranch HOA, and 320 Potranco Ranch, LLC:

**RESPONSE:**

**REQUEST FOR INFORMATION NO. 1-8:** Is Harry Hausman one of Potranco Ranch's developer(s)?

**RESPONSE:**

**REQUEST FOR INFORMATION NO. 1-9:** What is the total number of homes, McMillin, Wall/Endeavor, and Terrata, all builders, will build in Potranco Ranch Subdivision?

**RESPONSE:**

**REQUEST FOR INFORMATION NO. 1-10:** When is the estimated year that Potranco Ranch Subdivision will be completed?

**RESPONSE:**

**REQUEST FOR INFORMATION NO. 1-11:** In your response to PUC First RFI, it was noted on Page 47, "with 168 customers, the monthly sewer bill would be \$123. At build out of 366 customers, base service charged rate would be \$56.37 per month". Where was this alleged monthly sewer charge derived from?

**RESPONSE:**

**REQUEST FOR INFORMATION NO. 1-12:** Will Potranco Ranch sewer customers bill be reduced to \$56.37 per month, as alleged in FGU response to PUC first RFI, which includes reuse water and sewer charge and other fees?

**RESPONSE:**

**REQUEST FOR INFORMATION NO. 1-13:** What is defined by K&M Charges?

**RESPONSE:**

**REQUEST FOR INFORMATION NO. 1-14:** On page 47 (Note) of FGU response to PUC first RFI, it was stated "FGU charges builder's \$2,950 per lot at closing as a connection fee. Funds are used to pay for the cost of operating WWT system that are not covered by rates have been established for normal operations and necessary operations and plant expansion". Is not plant expansion covered under Local Government Code subchapter of 372?

**RESPONSE:**

**REQUEST FOR INFORMATION NO. 1-15:** On page 47 (Note) of FGU response to PUC first RFI, it was stated "FGU is proposing a flat fixed rate per month. This will reduce accounting and management cost. The amount of variable cost is less than 15% of total costs and the impact on customers will be diminimus", (insignificant or negligible). How did FGU surmise that the impact to customers will be diminimus?

**RESPONSE:**

**REQUEST FOR INFORMATION NO. 1-16:** Who is/are the owner(s) of Hausman Holdings, LLC?

**RESPONSE:**

**REQUEST FOR INFORMATION NO 1-17:** Who is/are the owner(s) of BVRT, LP?

**RESPONSE:**

**REQUEST FOR INFORMATION NO. 1-18:** What is the name of the corporation that provides billing to Potranco Ranch customers for FGU?

**RESPONSE:**

**REQUEST FOR INFORMATION NO. 1-19:** Sewer rates for 112 Sunrise Hill, Castroville, TX, a FGU customer, fluctuated between \$14.76 to \$29.93, based upon usage, between January 2014 and December 2015, prior to the fixed sewer rate of \$35.00, beginning in January 2016. Many times the rate charged was in the teens during aforementioned time frames. It appears customers already had a sewer rate hike imposed on them, whereas in the past rates were based on usage before January 2016. Do FGU think it's appropriate to continue increasing the sewer rate to buttress their accounting and when does the sewer hikes end, as current rate imposed had an immediate economic hardship on the utility customer?

**RESPONSE:**

**REQUEST FOR INFORMATION NO 1-20:** Does FGU in looking back over their initial business plan, see that it is financially unworkable, thus reasoning a second sewer rate hike is feasible? As a follow up, is it the customer's responsibility to keep a business model, unbeknown to them, financially solvent?

**RESPONSE:**

**REQUEST FOR INFORMATION NO. 1-21:** What prevents Potranco Ranch Reuse Customers from seeking alternative means of providing water services, such as, San Antonio Water System (SAWS) who charges sewer rate based on the average usage between November 15 and March 15 (3 months total) for an average to charge its customers; thereby, discharging FGU, which proposed a rate hike based on their financial solvency?

**RESPONSE:**

**REQUEST FOR INFORMATION NO. 1-22:** In FGU applicant Motion for interim rates, argument, FGU stated it has not raised its rate since 2012. I maintain all of my statements since January 2014 where the sewer rate fluctuated. Suddenly, January 2016, the sewer rate was increased to \$35.00 flat rate, regardless of usage amount. Should your argument be amended?

**RESPONSE:**

**REQUEST FOR INFORMATION NO. 1-23:** In FGU applicant Motion for Interim Rates, argument, it stated, "So far, the individual intervenors are unwilling to engage in mediation or settlement discussions ...," Do FGU recall, at the initial hearing, intervenors said they are not opposed to mediation; however, at the time, they would rather gain more knowledge in the process and or information?

**RESPONSE:**



**REQUEST FOR INFORMATION NO. 1-23:** Upon purchasing property 112 Sunrise Hill, Castroville, TX, I received a meter and water rate sheet. The monthly meter fee quoted was \$18, but now its \$21.10. The water rate was 0 to 10,000 gallons \$1.86 per 1000 gallons and 12,000 gallons or more \$3.24 per 1000 gallons. Annual back flow testing rate was \$45, now \$50. Would FGU consider rates of increase has been across the spectrum of services since my occupancy of December 23, 2014, in Potranco Ranch subdivision?

**RESPONSE:**