



Control Number: 49261



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State Office of Administrative Hearings

Kristofer Monson
Chief Administrative Law Judge

September 18, 2020

**TO: Stephen Journeay, Commission Counsel
Commission Advising and Docket Management
William B. Travis State Office Building
1701 N. Congress, 7th Floor
Austin, Texas 78701**

VIA EFILE TEXAS

**RE: SOAH Docket No. 473-20-1120.WS
PUC Docket No. 49261**

***Complaint of Michael E. Moore against C. Willow Water
Company***

Enclosed is the Proposal for Decision (PFD) in the above-referenced case. By copy of this letter, the parties to this proceeding are being served with the PFD.

Please place this case on an open meeting agenda for the Commissioners' consideration. There is no deadline in this case. Please notify me and the parties of the open meeting date, as well as the deadlines for filing exceptions to the PFD, replies to the exceptions, and requests for oral argument.

Sincerely,

A handwritten signature in cursive script that reads "L Brite".

LINDA H. BRITE
Administrative Law Judge

Enclosure:

xc: All Parties of Record.

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**SOAH DOCKET NO. 473-20-1120.WS
PUC DOCKET NO. 49261**

COMPLAINT OF MICHAEL E. MOORE	§	BEFORE THE STATE OFFICE
AGAINST C WILLOW WATER	§	
COMPANY	§	OF
	§	
	§	ADMINISTRATIVE HEARINGS

PROPOSAL FOR DECISION

Michael E. Moore filed with the Public Utility Commission of Texas (Commission) a complaint against C Willow Water Company (C-Willow) regarding water billing and related charges for his home at 303 Hickory Trail, La Vernia, Texas (the Property). Mr. Moore complains that he was billed \$1,749.75 for alleged usage of 495,280 gallons of water provided before he entered into a service agreement. C-Willow argues that the metered water usage was accurate. Commission staff (Staff) argues that: (1) Mr. Moore was not a qualified service applicant at the time he was charged for water use; (2) errors and discrepancies in C-Willow's records and documentation call into question the validity and accuracy of C-Willow's records; and (3) it is highly unlikely that Mr. Moore used 495,280 gallons of water during the 49-day period in question.

As discussed in this Proposal for Decision (PFD), the evidence shows prior to September 14, 2018, Mr. Moore was not bound by a service agreement to pay C-Willow and, as such, C-Willow was not authorized to bill Mr. Moore for that usage. Therefore, the ALJ concludes that C-Willow should provide a refund to Mr. Moore for \$1,783.58 in charges, late fees, and interest.

I. PROCEDURAL HISTORY, NOTICE, AND JURISDICTION

On February 26, 2019, Mr. Moore filed a formal complaint with the Commission against C-Willow regarding water billing and related charges. Mr. Moore complied with the informal resolution requirements of 16 Texas Administrative Code (TAC) § 22.242(c). On November 13, 2019, the Commission referred the case to the State Office of Administrative

Hearings (SOAH). The telephonic hearing was held on June 23, 2020. Mr. Moore appeared and represented himself. C-Willow appeared and was represented by owner Sandra Strozier. Staff appeared through attorney Robert Parish. The record closed on July 22, 2020, the deadline for parties to file written closing briefs.¹

Notice and jurisdiction were not contested and are addressed in the findings of fact and conclusions of law without further discussion.

II. APPLICABLE LAW

After complying with the informal complaint procedures of 16 TAC § 22.242(c), an affected person may present a formal complaint to the Commission.² A list of information required to be included in a formal complaint is provided in 16 TAC § 22.242(e)(1). After the conclusion of the complaint process established by the Commission, the Commission may issue an order requiring the utility to make adjustments to the customer's bill after the conclusion of the complaint process.³

The complainant, Mr. Moore, bears the initial burden of production to establish a prima facie case. Once established, the burden of production shifts to the utility.⁴

¹ On July 6, 2020, Staff filed updated calculations to Staff Exhibit 2, correcting a minor error in the overall calculation. The updated calculations are admitted into evidence.

² 16 TAC § 22.242(e).

³ 16 TAC § 24.155.

⁴ *Complaint of RHD Memorial Hospital Against Southwestern Bell Telephone Company*, Docket No. 22883, Order on Appeal of Order No. 8 at 2-3 (Mar. 29, 2001); *see also Complaint of City of Houston Against Southwestern Bell Telephone Company d/b/a AT&T of Texas*, Docket No. 40115, SOAH Order No. 7 (Aug. 28, 2013, appeal denied) (applying the RHD standard in establishing the burden of proof).

III. EVIDENCE AND ARGUMENT

At the hearing, Mr. Moore testified on his own behalf and offered eight exhibits, which were admitted. C-Willow presented testimony of two witnesses and offered one exhibit, which was admitted. Staff presented testimony of one witness and offered 20 exhibits, which were admitted.

A. Background Facts

The homebuilder and original owner of the Property, Mr. Keith Johanson, initiated water service with C-Willow for the Property on or about October 27, 2017.⁵ Less than a year later, Mr. Johanson sold the Property to Mr. Moore. C-Willow received an email dated June 20, 2018, stating that Mr. Johanson was “closing on [the Property] this Friday.”⁶ Mr. Moore closed on the Property on July 8, 2018, and moved in on July 9, 2018.⁷ Neither Mr. Johanson nor Mr. Moore, however, switched the water service from the former to the latter until later that fall. Mr. Moore submitted an application for water service to C-Willow on September 13, 2018, which C-Willow accepted on September 14, 2018.⁸ On Mr. Moore’s service application, the initial meter read was handwritten as 6,690 gallons.⁹ The account remained in Mr. Johanson’s name until September 13, 2018.¹⁰ Mr. Johanson terminated service with C-Willow via email on October 2, 2018.¹¹

On October 3, 2018, Mr. Moore received the initial bill from C-Willow charging him \$1,749.75 for allegedly using 495,280 gallons of water between July 27, 2018, and

⁵ Staff Ex. 3 at Staff 1-7.

⁶ Staff Ex. 19 at 5-6.

⁷ Staff Ex. 7.

⁸ Staff Ex. 4.

⁹ Staff Ex. 4.

¹⁰ Staff Ex. 7.

¹¹ Staff Ex. 10 at Staff 2-9.

September 14, 2018.¹² C-Willow informed Mr. Moore that he needed to pay the bill or his water would be shut off.¹³ Mr. Moore paid the disputed bill in full over three monthly payments.¹⁴

The readings recorded for the Property on C-Willow's meter reader list are:

Billing period ending date	Customer	Last Usage	Previous Reading	Water Meter Reading
11/27/2017	Johanson	0	0	6640
12/27/2017	Johanson	0	0	6680
1/27/2018	Johanson	0	0	No Usage
2/27/2018	Johanson	0	0	6690
3/27/2018	Johanson	6690	6690	6690
4/27/2018	Johanson	0	6690	6690
5/27/2018	Johanson	0	6690	6690
6/27/2018	Johanson	0	6690	6690 No Usage
7/27/2018	Johanson	0	6690	6690 No Usage
8/27/2018	Johanson	0	6690	504350 David read 9/14/18
9/27/2018	Johanson	495280	501970	505600
10/27/2018	Moore	3630	505600	508510
11/27/2018	Moore	2910	508510	511820
12/27/2018	Moore	3310	511820	514420
1/27/2019	Moore	2600	514420	517990

The entries on the two lines above for August 27, 2018, and September 27, 2018, are the primary focus of this PFD, in particular the “495280” entry in the “Last Usage” column for September 27, 2018, and the August 27 and September 27 entries in the “Water Meter Reading” column stating “504350 David read 9/14/18” and “505600,” respectively. The ultimate issue in

¹² Staff Ex. 7.

¹³ Staff Ex. 18 at 2.

¹⁴ Staff Ex 7.

this case is whether Mr. Moore is responsible for \$1,749.75 of water usage at the Property prior to the date C-Willow accepted his application on September 14, 2018. An underlying dispute is whether 495,280 gallons of water was consumed on the property between July 27 and September 14, 2018.

B. The Parties' Arguments

C-Willow argues that because Mr. Moore moved in on July 8, 2018, he is required to pay for the amount of water he used beginning on the date he moved in. C-Willow also argues that Mr. Johanson simply forgot to terminate service when Mr. Moore moved in. C-Willow contends that the accuracy of the meter at the Property was confirmed by a licensed plumber. Additionally, David Strozier, co-owner of C-Willow, stated he performed a five-gallon bucket test, which confirmed the accuracy of the meter.¹⁵ Mr. Strozier testified that the meter was spinning, which indicates a leak or fast-running water.¹⁶

At Mr. Moore's request, a different plumber checked for leaks on October 8, 2018, and found no evidence of plumbing issues. Mr. Moore argues that, starting about the time he moved into the Property, he attempted to locate the water utility that served his address by reviewing the Commission's website. On the Commission's website, he located contact information for the water utility that appeared to serve his subdivision, Oak Hollow Estates. Mr. Moore testified that when he attempted to contact the water utility through the information provided on the Commission's website, he encountered a constant busy signal at the phone number, and did not receive a response from the C-Willow email address. After Mr. Moore contacted him several times, Mr. Johanson finally provided the contact information for C-Willow's owners on September 12, 2018.¹⁷

¹⁵ Staff Ex. 20 at 2.

¹⁶ Staff Ex. 20 at 3.

¹⁷ Staff Ex. 18 at 2.

C. Staff's Position

Staff ultimately argues that that C-Willow is precluded from charging Mr. Moore for service prior to September 13, 2018, because he was not a qualified service applicant under 16 TAC § 24.161(a) until that date. Staff also argues that C-Willow did not keep accurate records of the meter readings for the Property. Staff identified: (1) eight errors in C-Willow's Meter Reader List from November 2017 to September 2018; (2) four discrepancies between C-Willow's Meter Reader List¹⁸ and Customer History for Mr. Johanson and Mr. Moore;¹⁹ and (3) five discrepancies in responses to Staff's Requests for Information. Staff contends that the errors and discrepancies call into question the accuracy of C-Willow's records and meter reads, which should be taken into consideration in determining the validity of the 495,280 gallons of usage charged to Mr. Moore.

D. Dispute Regarding the Volume of Water Used at the Property

C-Willow argues that the Mr. Moore's water usage was billed correctly because the five-gallon bucket test and the plumber's inspection showed the meter was working correctly. C-Willow also contends that Mr. Johanson, as a homebuilder who connected to C-Willow for other home builds, had low usage every time he built a house.²⁰ According to C-Willow, Mr. Moore is therefore responsible for the charges.

Mr. Moore argues that he could not have consumed 495,280 gallons of water, which would be enough water to fill 41 swimming pools.²¹ Mr. Moore testified that he does not have landscaping, grass, or a swimming pool, which could potentially cause higher water consumption.²²

¹⁸ Staff Ex. 6.

¹⁹ Staff Ex. 7.

²⁰ The ALJ did not consider the documents C-Willow submitted with its closing brief because they were not offered into evidence at the hearing. The evidentiary record closed at the conclusion of the hearing.

²¹ Staff Ex. 18 at 3.

²² Staff Ex. 17.

Staff agrees with Mr. Moore that it is inconceivable, absent some extenuating circumstance, that Mr. Moore consumed 495,280 gallons in the 49 days from July 27, 2018, to September 14, 2018.²³ After the September 14, 2018 reading, Mr. Moore's water usage history shows consistent consumption between 2,000 and 4,000 gallons per month.²⁴

Using the September 14, 2018 meter read of 504,350 and October 1, 2018 meter read of 505,600, Staff's witness Kathryn Eiland calculated that Mr. Moore's adjusted usage for service from September 14 to October 1, 2018, was 1,250 gallons.²⁵ Based on this, Ms. Eiland determined that Mr. Moore was overbilled \$1,718.31, including late fees. She used the Commission's historical record of interest rates to calculate that Mr. Moore was entitled to a one-time refund amount of \$1,783.58, which includes refund for the gallons of water, late fees, and interest.²⁶

IV. ANALYSIS

The determinative factor is whether Mr. Moore was legally obligated to pay C-Willow prior to entering into the service agreement on September 14, 2018. The record establishes that C-Willow charged Mr. Moore for water service provided to the property from July 2018 through September 2018.

Staff argues that C-Willow did not have authority charge Mr. Moore for usage prior to the date Mr. Moore became a qualified service applicant under 16 TAC § 24.161. Under that section, a person becomes a qualified service applicant upon submission to the utility of an application, deposit, and transfer fee, thereby triggering the public utility's obligation to provide service within a prescribed period of time. However, nothing in that section prohibits the utility from charging someone who is not a qualified service applicant. Therefore, Staff's reliance on 16 TAC § 24.161

²³ Mr. Moore's initial meter read was performed on September 14, 2018, the date C-Willow accepted the application, rather than the previous day when Mr. Moore submitted his application. Therefore, for practical reasons, the calculations use the date of September 14, 2018, to calculate the volume of water Mr. Moore used.

²⁴ Staff Ex. 7.

²⁵ Staff Ex 1, Attachment KE-3.

²⁶ Staff Ex. 2.

is misplaced. In fact, no party cited, and the ALJ was unable to find, any provision of the Water Code or Commission rules specifically addressing the situation of a retail public utility charging a customer for usage prior to his service application. However, it is axiomatic that a person would not be legally obligated to pay for water service until a service agreement is executed. As such, C-Willow was not authorized to charge Mr. Moore for that usage.

Because Mr. Moore's initial bill covered periods both before and after the execution of the service agreement, the next part of the analysis determines how much Mr. Moore was overbilled in the initial bill. The ALJ finds that the correct initial meter read at the completion of Mr. Moore's service agreement was 504,350 gallons as shown in the table above for August 27, 2018 (that is, the "David read 9/14/18" entry), rather than the 6,690 gallons indicated on the application. Based on that figure and the 505,600 gallon meter reading on September 27, 2018, Mr. Moore used 1,250 gallons from September 14, 2018, through the end of the billing period ending October 1, 2018.²⁷ Ms. Eiland determined that, based on this adjusted usage, Mr. Moore should have been charged only \$31.44 in the initial bill, and C-Willow should refund Mr. Moore \$1,783.58 in gallons of usage, late fees, and interest. No contrary calculations were offered into evidence. Thus, the ALJ finds that Mr. Moore is due a refund of \$1,783.58 for charges, late fees paid, and interest on the unauthorized charges associated with water usage before Mr. Moore entered into a service agreement with C-Willow.

V. PRELIMINARY ORDER ISSUES

The Commission's Preliminary Order lists these issues to be addressed in this case:

1. *Who is the water utility at issue in this complaint?*

C Willow Water Company is the utility at issue in the complaint.²⁸

²⁷ October 1, 2018 is the billing date, whereas C-Willow generally would read the meter around September 27, 2018.

²⁸ Staff Ex. 20 at 1.

2. *When did the homebuilder initiate service at 303 Hickory Trail?*

The homebuilder, Keith Johanson, initiated service at the Property on or about October 27, 2017.²⁹

3. *When did the homebuilder terminate service at 303 Hickory Trail?*

The homebuilder, Keith Johanson, terminated service via email on October 2, 2018.³⁰

4. *Following Mr. Moore's completed service application sent to C-Willow on or about September 13, 2018, on what date did C-Willow complete an initial meter read at 303 Hickory Trail and water meter read was recorded?*

The initial meter read was handwritten as 6,690 gallons on Mr. Moore's service application dated September 13, 2018.³¹ However, work order 101, dated August 29, 2018, indicates a handwritten meter read of 504,350.³²

5. *What is the date that Mr. Moore's account was first charged a water service tap, reconnect, or transfer fee?*

Mr. Moore paid a deposit and transfer fee on September 13, 2018.³³

6. *What person or entity was listed as the account holder for 303 Hickory Trail during the months of July, August, September, and October 2018, respectively?*

The meter reader list shows the account holder as Keith Johanson in July through September 2018. Michael Moore is shown as the account holder in October 2018.³⁴

7. *What were the meter readings for 303 Hickory Trail on each of its monthly recording dates for the months of July, August, September, and October 2018?*

The monthly meter readings from C-Willow's meter reader list can be found on page 4 of this PFD.

²⁹ Staff Ex. 3 at Staff 1-7.

³⁰ Staff Ex. 19 at 6.

³¹ Staff Ex. 4.

³² Staff Ex. 9.

³³ Staff Ex. 7 at 2.

³⁴ Staff Ex. 6.

8. *Were there any estimated meter readings conducted between October 2017 through October 2018 for 303 Hickory Trail?*

a. *If so, please indicate the months the estimated meter reads were conducted.*

The monthly meter readings from C-Willow's meter reader list can be found on page 4 of this PFD.

b. *If so, were any estimated meter readings conducted in accordance with 16 TAC § 24.165?*

No evidence was presented of noncompliance with 16 TAC § 24.165.

9. *In rendering Mr. Moore's initial bill for \$1,808.86, did C-Willow comply with 16 TAC § 24.165(e)?*

a. *What period of service time did Mr. Moore's initial bill cover?*

On or about October 3, 2018, C-Willow sent Mr. Moore an initial bill for water service from July 27, 2018, through September 27, 2018.

b. *Was the initial bill of \$1,808.86 calculated according to the rates included in C-Willow's current tariff in accordance with 16 TAC § 24.165(a)?*

No evidence was presented of noncompliance with the bill requirements of 16 TAC § 24.165(a).

c. *Was the form and rendering of the initial bill in accordance with 16 TAC § 24.165(e)?*

No evidence was presented of noncompliance with the bill requirements of 16 TAC § 24.165(e).

d. *If the initial bill included overbilling, did C-Willow calculate an adjustment in accordance with 16 TAC § 24.165(h)?*

No evidence was presented of noncompliance with the bill requirements of 16 TAC § 24.165(h).

e. *If the initial bill was for a partial month, was the bill calculated in accordance with 16 TAC § 24.165(j)?*

No evidence was presented of noncompliance with the bill requirements of 16 TAC § 24.165(j).

- f. Did Mr. Moore dispute the initial bill and did C-Willow comply with the requirements of 16 TAC § 24.167(a)?*

Mr. Moore disputed the bill. C-Willow told Mr. Moore that if he did not pay his bill, his water would be shut off.³⁵ Mr. Moore paid the disputed bill,³⁶ and his water service was not shut off.³⁷

- g. In assessing Mr. Moore any penalties or late fees as a result of the initial bill, did C-Willow violate 16 TAC § 24.165(c)?*

No evidence was presented of noncompliance with the bill requirements of 16 TAC § 24.165(c).

- 10. If any portion of the initial bill charged to Mr. Moore included charges for water service provided to an account holder of the premises, did C-Willow violate 16 TAC § 24.167(c) if it stated Mr. Moore's service would be disconnected for failure to pay his initial bill?*

C-Willow informed Mr. Moore that his water would be shut off if he did not pay the disputed bill.³⁸ Because the disputed bill included charges for usage recorded before Mr. Moore entered into the service agreement on September 14, 2018, C-Willow was prohibited from disconnecting Mr. Moore's service for failure to pay for "utility service provided to previous occupant of the premises," pursuant to 16 TAC § 24.167(c)(1).

- 11. Does C-Willow have any policies in place regarding how to request termination of water service? If C-Willow does not have a formal policy, what informal procedures does C-Willow use to manage the process for termination or transfer of water services?*

C-Willow requires a "written note or email" to request termination of service.³⁹ Mr. Johanson cancelled service via email to C-Willow owner Sandra Strozier on October 2, 2018.⁴⁰

³⁵ Staff Ex. 18 at 2.

³⁶ Staff Ex. 7.

³⁷ Staff Ex. 15 at Staff 1-3.

³⁸ Staff Ex. 18 at 2.

³⁹ Staff Ex. 10 at Staff 2-9.

⁴⁰ Staff 19 at 6.

12. *Did the previous account holder for 303 Hickory Trail, prior to Mr. Moore, request termination of service, inform C-Willow of the need for an account transfer, or otherwise comply with C-Willow's policy or standard practices for termination or transfer of water service on move-out?*

a. *On what date did the previous account holder for 303 Hickory Trail communicate to C-Willow that it intended to terminate water service for the premises?*

On June 20, 2018, C-Willow was notified by email that Mr. Johanson would be closing on the Property on June 22, 2018.⁴¹

b. *What date did the previous account holder of 303 Hickory Trail request termination of water service?*

On October 2, 2018, Mr. Johanson requested termination of service.⁴²

c. *What date was the water service terminated for the previous account holder for 303 Hickory Trail?*

Although C-Willow's Customer History shows that Mr. Moore's C-Willow account for the Property was created on August 10, 2018,⁴³ Mr. Moore's service application was not submitted until September 13, 2018.⁴⁴

d. *Was service to 303 Hickory Trail ever disconnected?*

Water service to the Property was continuous and not disconnected.⁴⁵

13. *Did C-Willow comply with Mr. Moore's requests, if any, to test the accuracy of his meter in accordance with 16 TAC § 16.169(d)?*

a. *If so, who tested the meters?*

C-Willow testified that Mr. Moore's meter was tested "several times."⁴⁶

⁴¹ Staff Ex. 19 at 5.

⁴² Staff Ex. 19 at 6.

⁴³ Staff Ex. 7 at 35.

⁴⁴ Staff Ex. 4.

⁴⁵ Staff Ex. 15 at Staff 1-3.

⁴⁶ Staff Ex. 20 at 2.

- b. If so, on which dates did the testing take place?*

No evidence of the dates of testing was provided.

- c. If so, was the meter tested in accordance with 16 TAC § 24.169(e)?*

No additional details about whether the meter was tested in accordance with 16 TAC § 24.169(e) were provided.

- d. Were any calibrations necessary for either the meter or the testing equipment?*

C-Willow testified that the meter was tested using a five-gallon bucket according to flow meter calibration instructions.⁴⁷ No additional information about calibrations of the meter or testing equipment was presented.

14. *What actions gave rise to the creation of work order 101? When was the order created? When was the order conducted? When was the order closed?*

- a. Was work order 101 created, at least in part, to conduct a meter re-read? If so, what was the date and usage recorded from the previous read, and why was no resulting meter read recorded in the completed work order?*

Work order 101, dated August 29, 2018, indicates a handwritten meter read of 504,350.⁴⁸

- b. Was work order 101 created, at least in part, in response to customer concerns regarding the meter's accuracy or a meter reading? If so, who requested the meter re-read and when did this communication occur?*

C-Willow stated that work order 101 was initiated by water operator Shannon Wylie because there was no meter reading for the Property in C-Willow's books as of August 29, 2018.⁴⁹

⁴⁷ Staff Ex. 20 at 2.

⁴⁸ Staff Ex. 9.

⁴⁹ Staff Ex. 10 at 2-5.

15. *In reading Mr. Moore's meter at its standard monthly intervals, did C-Willow comply with 16 TAC § 24.169(b)(2)(A)?*

a. *Was the meter reading date for any bill more than two days from the standard reading date?*

On August 29, 2018, there was no reading in C-Willow's books for an unknown reason, so a work order was created to read the meter.⁵⁰

b. *If C-Willow's meter reading date varied by more than two days from its standard date, did C-Willow bill Mr. Moore for volume usage at the lowest block charge on its approved tariff as required under 16 TAC § 24.169(b)(2)?*

Mr. Moore's complaint does not allege noncompliance with 16 TAC § 24.169(b)(2).

VI. CONCLUSIONS

The ALJ concludes that C-Willow should provide a refund to Mr. Moore for \$1,783.58 in charges, late fees, and interest because C-Willow was not authorized to charge Mr. Moore for usage until he entered into the service agreement with C-Willow on September 14, 2018.

In support of that recommendation, the ALJ makes the following findings of fact and conclusions of law.

VII. FINDINGS OF FACT

1. C Willow Water Company (C-Willow) is the water utility that serves Michael E. Moore's home at 303 Hickory Trail (the Property).
2. On February 26, 2019, Mr. Moore filed with the Public Utility Commission of Texas (Commission) a formal complaint against C-Willow regarding water billing and related charges.
3. Mr. Moore's formal complaint alleged that he was billed an excessive amount for water and sought reimbursement for alleged overcharges.

⁵⁰ Staff Ex. 9; Staff Ex. 10 at Staff 2-4.

4. On November 13, 2019, the Commission referred the matter to the State Office of Administrative Hearings (SOAH) to conduct a hearing and issue a proposal for decision, if needed to resolve any issues contested by the parties.
5. On November 26, 2019, the SOAH Administrative Law Judge (ALJ) issued Order No. 1, which contained a statement of the legal authority and jurisdiction under which the hearing was to be held.
6. On December 13, 2019, the Commission issued a Preliminary Order. The Preliminary Order contained a reference to the particular sections of the statutes and rules involved, and a short, plain statement of the factual matters asserted.
7. On January 23, 2020, the SOAH ALJ issued Order No. 2, which stated the time, place, and nature of the hearing.
8. A telephonic evidentiary hearing was held on June 23, 2020, before SOAH ALJ Linda H. Brite. Mr. Moore appeared and represented himself. Sandra Strozier appeared and represented C-Willow. Commission staff (Staff) appeared through attorney Robert Parrish. The record closed on July 22, 2020.
9. C-Willow is a retail public utility.
10. The homebuilder and previous property-owner, Keith Johanson, initiated service at the Property on or about October 27, 2017.
11. On June 20, 2018, C-Willow was notified by email that Mr. Johanson would be closing on the Property on June 22, 2018.
12. Mr. Moore purchased the Property from Mr. Johanson on July 8, 2018, and moved in on July 9, 2018.
13. Work order 101, dated August 29, 2018, calls for a meter read and indicates a handwritten meter read of 504,350 gallons.
14. Work order 101 was initiated because there was no meter reading for the Property in C-Willow's books as of August 29, 2018.
15. Beginning July 9, 2018, Mr. Moore repeatedly attempted to locate and contact the water utility but did not receive a response.
16. On September 12, 2018, Mr. Johanson provided Mr. Moore the contact information for C-Willow's owners.
17. Mr. Moore submitted an application for water service to C-Willow on September 13, 2018. On the same day, he paid a deposit and transfer fee.
18. Mr. Moore was not a qualified service applicant until September 13, 2018.

19. C-Willow approved Mr. Moore's application on September 14, 2018.
20. The service agreement between C-Willow and Mr. Moore was executed on September 14, 2018.
21. C-Willow performed Mr. Moore's initial meter read of 504,350 gallons on September 14, 2018.
22. The meter reading on September 27, 2018, was 505,600 gallons.
23. Mr. Johanson terminated water service by email on October 2, 2018.
24. On or about October 3, 2018, C-Willow charged Mr. Moore \$1,749.75 for allegedly using 495,280 gallons of water between July 27, 2018, and September 14, 2018.
25. Mr. Moore used 1,250 gallons from September 14, 2018, to October 1, 2018.
26. After Mr. Moore disputed the bill, C-Willow informed Mr. Moore that if he did not pay his bill, his water would be shut off.
27. Mr. Moore paid the disputed bill in full over three monthly payments.
28. Water service at the Property was not shut off and remained continuous.
29. On October 8, 2020, Mr. Moore had a licensed plumber check for plumbing issues or leaks. The plumber found no leaks or plumbing issues.
30. C-Willow tested the meter by using a five-gallon bucket according to flow meter calibration instructions.
31. Mr. Moore's adjusted usage for service from September 14, 2018, to September 27, 2018, was 1,250 gallons, based on the September 14, 2018 meter read of 504,350 gallons and September 27, 2018 meter read of 505,600 gallons.
32. Based on Mr. Moore's adjusted usage, Mr. Moore was overbilled \$1,718.31, including late fees.
33. C-Willow owes Mr. Moore the overbilled amount of \$1,718.31 plus interest, which equals \$1,783.58.

VIII. CONCLUSIONS OF LAW

1. The Commission has jurisdiction over this matter pursuant to the Texas Water Code § 13.041; and 16 Texas Administrative Code (TAC) chapter 24 and § 22.242.

2. SOAH has jurisdiction over matters related to the hearing in this case, including the preparation of a proposal for decision with findings of fact and conclusions of law, pursuant to Texas Government Code § 2003.049; and Texas Water Code § 13.041.
3. Notice of the hearing was provided consistent with Texas Government Code §§ 2001.051-052 and 16 TAC chapter 22.
4. C-Willow was not authorized to bill Mr. Moore for water used before the completion of a service agreement.
5. C-Willow should refund Mr. Moore \$1,783.58 in charges, late fees, and interest.

IX. PROPOSED ORDERING PARAGRAPHS

1. The complaint filed by Michael E. Moore against C Willow Water Company is granted.
2. C Willow Water Company shall refund \$1,783.58 to Michael E. Moore.
3. All other motions, requests for entry of specific findings of fact and conclusions of law, and any other requests for general or special relief, if not expressly granted, are denied.

SIGNED September 18, 2020.



LINDA H. BRITE
ADMINISTRATIVE LAW JUDGE
STATE OFFICE OF ADMINISTRATIVE HEARINGS