



Control Number: 50788



Item Number: 58

Addendum StartPage: 0

RATEPAYERS APPEAL OF THE § BEFORE THE STATE OFFICE
DECISION BY WINDERMERE OAKS §
WATER SUPPLY CORPORATION TO § OF
CHANGE WATER AND SEWER §
RATES § ADMINISTRATIVE HEARINGS

**WINDERMERE OAKS WATER SUPPLY CORPORATION'S
SECOND REQUEST FOR INFORMATION TO THE
WINDERMERE OAKS WATER SUPPLY CORPORATION RATEPAYERS**

The Windermere Oaks Water Supply Corporation (WOWSC) files this Second Request for Information (RFI) to the Windermere Oaks Water Supply Corporation Ratepayers (Ratepayers) in the above-styled docket. Ratepayers are hereby requested to furnish one copy of all items of information enumerated on the attached sheets directly to the undersigned attorney at the offices of Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 within twenty (20) calendar days. These requests shall be deemed continuing so as to require further and supplemental responses if Ratepayers receive or generate additional information within the scope of these requests between the time of the original response and the time of the hearing. Also, where data is requested, provide it in hard copy and Excel format with all formulas intact.

DEFINITIONS AND INSTRUCTIONS

A. "Ratepayer Representatives," or "Petitioners" refers to the Windermere Oaks Water Supply Corporation Ratepayer Representatives, its group members, and any person acting or purporting to act on its behalf, including without limitation, attorneys, agents, advisors, investigators, representatives, employees or other persons.

B. The term "Petition" refers to the Ratepayer Representatives' Appeal of the Decision by Windermere Oaks Water Supply Corporation to Change Water and Sewer Rates filed in Public Utility Commission of Texas Docket No. 50788 on April 27, 2020.

C. The term "Members" refers to any members or customers of Windermere Oaks Water Supply Corporation.

B. The term "document" shall have the broadest meaning possible under the Texas Rules of Civil Procedure and shall include, but not be limited to, the original (or a copy when the

original is not available), each non-identical copy (including those which are non-identical by reason of notations or marking, or by appearing in the files of a separate person), and any books, notebooks, pamphlets, periodicals, letters, reports, memoranda, handwritten notes, notations, messages, telegrams, wires, cables, press or news wire releases, records, studies, analyses, summaries, magazines, booklets, circulars, catalogs, bulletins, instructions, operating or maintenance manuals, operating or product specifications, fabrication sheets, test data, design specifications, parts lists, calendars, day-timers, notes or records of meetings, notices, purchase orders, bills, ledgers, checks, tabulations, questionnaires, surveys, drawings, sketches, schematics, blueprints, flow sheets, working papers, charts, graphs, indices, tapes, agreements, releases, appraisals, valuations, estimates, opinions, financial statements, accounting records, income statements, photographs, films or videotapes, back-up tapes, minutes, contracts, leases, invoices, records of purchase or sale, correspondence, electronic or other transcription or tapings of or notes pertaining to telephone or personal conversations or conferences, tape recordings, electromagnetic recordings, voice mail message or transcriptions thereof, interoffice communications of all types, e-mail messages, printouts of e-mail messages, instant messages or printouts thereof, microfilms, electronic databases, CDs, DVDs, videotapes or cassettes, films, movies, computer printouts and any and all other written, printed, typed, punched, engraved, taped, filmed, recorded (electronically or otherwise), labeled, or graphic matter, of whatever description, however produced or reproduced (including computer-stored or generated data, together with instructions or programs necessary to search and retrieve such data), and shall include all attachments to (including tangible things) and enclosures with (including tangible things) any requested item, to which they are attached or with which they are enclosed, and each draft thereof. A draft of a non-identical copy is a separate document within the meaning of this term. An electronic copy of a paper document is a separate document within the meaning of this term.

C. Pursuant to Tex. R. Civ. P. 196.4, WOWSC specifically requests that any electronic or magnetic data (which is included in the definition of “document”) that is responsive to a request herein be produced on CD-Rom in a format that is compatible with Microsoft Office and/or Word Perfect and be produced with your response to these requests. WOWSC further requests that Ratepayers produce electronic copies of all paper documents, including any metadata attached to such documents, and produce all electronic originals or all responsive documents.

D. The terms “and” and “or” shall be construed both disjunctively and conjunctively as necessary to make the request inclusive rather than exclusive.

E. “Each” shall be construed to include the word “every” and “every” shall be construed to include the word “each.”

F. “Any” shall be construed to include “all” and “all” shall be construed to include “any.”

G. The term “concerning,” or one of its inflections, includes the following meanings: relating to; referring to; pertaining to; regarding; discussing; mentioning; containing; reflecting; evidencing; describing; showing; identifying; providing; disproving; consisting of; supporting; contradicting; in any way legally, logically or factually connected with the matter to which the term refers; or having a tendency to prove or disprove the matter to which the term refers.

H. The term “including,” or one of its inflections, means and refers to “including but not limited to.”

I. Words used in the plural shall also be taken to mean and include the singular. Words used in the singular shall also be taken to mean and include the plural.

J. The present tense shall be construed to include the past tense, and the past tense shall be construed to include the present tense.

K. If any document is withheld under any claim of privilege, please furnish a list identifying each document for which a privilege is claimed, together with the following information: date, sender, recipients or copies, subject matter of the document, and the basis upon which such privilege is claimed.

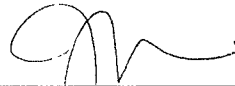
L. Pursuant to 16 Tex. Admin Code § 22.144(h)(4), if the response to any request is voluminous, please provide a detailed index of the voluminous material.

M. If the information requested is included in previously furnished exhibits, workpapers, responses to other discovery inquiries or otherwise, in hard copy or electronic format, please furnish specific references thereto, including Bates Stamp page citations and detailed cross references.

Respectfully submitted,

**LLOYD GOSSELINK ROCHELLE
& TOWNSEND, P.C.**

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Austin, Texas 78701
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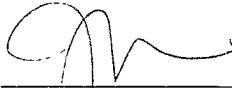
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**ATTORNEYS FOR WINDERMERE OAKS
WATER SUPPLY CORPORATION**

CERTIFICATE OF SERVICE

I certify that, unless otherwise ordered by the presiding officer, notice of the filing of this document was provided to all parties of record via electronic mail on November 16, 2020, in accordance with the Order Suspending Rules, issued in Project No. 50664.



Jamie L. Mauldin

SOAH DOCKET NO. 473-20-4071.WS
PUC DOCKET NO. 50788

WOWSC'S SECOND REQUEST FOR INFORMATION TO RATEPAYERS

- WOWSC 2-1 Admit or deny that Ratepayer Representatives are aware of 16 Texas Administrative Code § 24.101(e)(2), regarding WOWSC's recovery of legal expenses related to any appeal under Texas Water Code § 13.043(b).
- WOWSC 2-2 If the response to WOWSC 2-1 is admit, admit or deny that prior to Members signing the Petition, Ratepayer Representatives explained to Members that WOWSC may be allowed to recover all legal defense costs associated with this rate appeal. Please provide all documents related to such communications.
- WOWSC 2-3 If the response to WOWSC 2-2 is admit, what was the cost-estimate presented by Ratepayer Representatives to Members for costs associated with WOWSC's legal defense before Members signed the Petition? Please provide all related documents, reasoning, and calculations.
- WOWSC 2-4 If the response to WOWSC 2-2 is deny, have Ratepayer Representatives explained to all Members who signed the Petition that WOWSC may recover its legal expenses related to this rate appeal? Please provide all documents related to such communications.
- WOWSC 2-5 Please provide all documents or communications from Ratepayer Representatives to Members regarding expectations for WOWSC's legal expenses related to this rate appeal.
- WOWSC 2-6 If Ratepayer Representatives have not communicated to Members a cost-estimate for WOWSC's legal defense costs or the total amount of WOWSC's legal defense costs through October 22, 2020 as identified in WOWSC's Response to Staff's First Request for Information, when will Ratepayer Representatives inform all Members who signed the Petition?
- WOWSC 2-7 Admit or deny that within the last thirty (30) calendar days Ratepayer Representatives have asked Members whether they still individually agree with continuing with this proceeding.
- WOWSC 2-8 Admit or deny that Ratepayer Representatives assert that WOWSC mismanaged system finances, as stated in Ratepayers' First Amended Appeal. If admit, what is the basis for such assertion? Please provide all documents and calculations associated with this response.
- WOWSC 2-9 Admit or deny that Ratepayer Representatives assert that WOWSC has incurred wasteful legal expenditures. If admit, what is the basis for such assertion? Please provide all documents and calculations associated with this response.

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WOWSC 2-10 Admit or deny that Ratepayer Representatives assert that WOWSC should not incur legal costs to defend itself and board members in pending litigation. If admit, what is the basis for such assertion? Please provide all documents associated with this response.

WOWSC 2-11 In Ratepayers' First Amended Appeal at page 2, Ratepayer Representatives argue that "WOWSC has owned and currently owns valuable real estate assets in the Spicewood Airport that is within their service area and which should have been sold and should be sold to the highest bidder to defray Corporation debt and supplement income for capital improvements."

Ratepayer Representatives also state, at page two of their First Amended Appeal, that there is an additional 7+ acres of land owned by WOWSC that still remains unsold and "could have be [sic] sold to the highest bidder to defray any and all debt of the Corporation and even supplement funds for capital improvement projects...."

Admit or deny that Ratepayer Representatives are aware that a Notice of Lis Pendens was filed on that 7+ acres of property by the plaintiffs in the *Rene Ffrench, John Richard Dial And Stuart Bruce Sorgen V. Friendship Homes & Hangars, LLC, Windermere Oaks WSC, et al.*, Cause No. 48292, 33rd Judicial District Court, Burnet County, Texas case.

If admit, do Ratepayer Representatives still assert that WOWSC should sell the 7+ acres, even though the property has been encumbered? Please provide all documents associated with this response.

WOWSC 2-12 In Ratepayers' First Amended Appeal at page 2, Ratepayers criticize the WOWSC Board's decision to "increase water and sewer rates to pay for past and current board members' legal expenses."

Admit or deny that Ratepayer Representatives argue that WOWSC ratepayers should never have to pay for WOWSC legal expenses, either prospectively or retrospectively. If admit, what is the basis for such assertion? Please provide all documents associated with this response.

WOWSC 2-13 Provide all documents supporting Ratepayers' assertions that WOWSC:

- i. mismanaged system finances;
- ii. mismanaged legal expenditures;
- iii. misallocated funds to reserve accounts;

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- iv. was negligent in selling valuable real estate assets below market value; and
- v. refused to sell current real estate assets.

- WOWSC 2-14 Admit or deny that Ratepayers assert that WOWSC should attempt to sell its remaining property during pending litigation over a previous land sale. If admit, please provide all documents associated with this response.
- WOWSC 2-15 If the response to WOWSC 2-14 is admit, admit or deny that it is Ratepayers' assertion that WOWSC will receive the highest value for its remaining property during the pending litigation over a previous property sale. If admit, please provide all documents association with this response.
- WOWSC 2-16 Admit or deny that Ratepayer Representative Patti Flunker resides in the same house as Daniel Flunker, former registered principal of TOMA Integrity, Inc.
- WOWSC 2-17 Admit or deny that Ratepayer Representatives signed a Petition to remove Joe Gimenez from the Board of Directors of WOWSC in 2019.
- WOWSC 2-18 Admit or deny that Ratepayer Representatives signed a Petition to remove the Directors of WOWSC from the Board of Directors of WOWSC in October or November 2020.
- WOWSC 2-19 Admit or deny that Patti Flunker recommended that WOWSC use the free service provided by the Texas Rural Water Association for determining rates in 2015 or 2016.