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COMPLAINANT RESPONSE

PER PUC ORDER DATED JUNE 6, 2024

COMPLAINANT:

Trinity Branch Properties, LLC

Daniel Deweber, Manager of the LLC and Individually

ATTORNEYS OF RECORD: KNOWLTON FIRM

William Knowlton (TX BAR # 11627500)

Diane Knowlton PO Box 607

Henrietta, TX. 76365

940-538-6677: knowltonfirm@gmail.com

RESPONDANT WATER SUPPLY:

Amon Carter Lake Water Supply Corp.

Mailing Address: P.O. Box 512, Bowie, Texas 76230

(Despite requests, Amon Carter has not provided an email address.

Service will be by U.S. Mail).

SUMMARY OF RESPONSE:

On the date referenced above the PUC ordered each party to file a Response to two issues/requirements. The first was the status of any settlement discussions. The second was in regard to the Water District's tariff status.

The second is unrelated to the Complainant, so only the settlement issues will be discussed.

RESPONSE:

Until June 12, at which Daniel Dewier received a text from the President of Amon Carter Lake Water Supply Corp (herein "Amon Carter"), no attempts at settlement were offered by Amon Carter. To the contrary:

- 1. Amon Carter denied the original application;
- 2. In a communication not approved by the Board a board member informally contacted Daniel Deweber; and
- Daniel Deweber was denied access to the Amon Carter Board meetings to discuss the issues.

In the June 12 text and followup, the Board President requested a conference with him and with the District's engineer.

In the communications last week, the Complainant was told that he would have to pay for the improvements required to deliver water to his property, and that the cost would be \$100,000 or more possibly up to \$500,000.

Since the Complainant has no expertise to provide the engineer, he texted the Board President and was told that he, the Complainant, was required to submit an Amended (or new) Application for Water Service.

This demand makes no legal or administrative logic, unless it is an attempt to 'reset' the timelines. All required information was provided to the District in the original application, which was repeatedly denied by the Board (See the Informal Complaint, Original Complaint and PUC Order references to the application).

Daniel Deweber followed up with a call to the engineer, who in that conversation also indicated that the Complainant would be responsible for the financial expenses and costs, which would be extensive, to receive water service.

Upon advice of the undersigned counsel, Mr. Deweber will not attend an informal meeting.

The Complainant and counsel are prepared to meet with the full Board to attempt to resolve the matter in a formal meeting which is properly scheduled.

Respectfully submitted,

Willia Frost

Knowlton Firm