



Filing Receipt

Filing Date - 2025-05-02 02:21:21 PM

Control Number - 58055

Item Number - 1

Bi-Stone Ranch Partners
CR 386, Marquez, Tx 77865
Tyler Epstein, Member

Contact number 936-355-9655

Bi-Stone Ranch Partners owns approximately 1,000 contiguous acres located in Leon County, Texas, accessible via County Road 386. This property lies squarely within the Certificate of Convenience and Necessity (CCN) held by Conrad-Robbins Water Supply Corporation (CRWSC), and currently receives water service through an existing water meter and line maintained by CRWSC.

This letter serves as a formal complaint regarding CRWSC's refusal—specifically by Mr. Travis Treadway—to continue honoring its legal obligation to provide water service within its certificated area, including to Bi-Stone Ranch Partners at the existing point of connection. Let us be clear: Bi-Stone is not requesting non-standard service under 16 Tex. Admin. Code § 24.86, nor are we requesting additional connections. We are simply asking CRWSC to maintain the existing service to the existing current water meter.

Under Texas Water Code § 13.250(a), every utility holding a CCN has a continuing duty to provide adequate service to every customer and every qualified applicant within its certificated area.

While we fully disclose our intent to subdivide the tract in the future, we are not requesting additional taps at this time. We are aware, and acknowledge, that CRWSC is under no obligation to provide service to future lot owners unless standard or non-standard service requests are properly submitted. We are not making such a request today and will never make the request as long as Mr. Treadway is the General Manager.

However, we will not tolerate CRWSC's attempt to intimidate, against Bi-Stone Ranch Partners simply due to the potential for future subdivision. This behavior violates the utility's duty under Texas law and may also constitute discriminatory service practices under Texas Water Code § 13.182 and related administrative rules.

Attached is an email thread of Mr. Treadway's communication with Bi-Stone Ranch Partners to give greater detail.

Requested Relief: CRWSC to provide water to the existing meter only.

Tyler Epstein
936-355-9655



"Tyler Epstein <epstein.tyler@gmail.com>"

Re: Property off of CR 386: 17.505 Notice as Required By Law

4 messages

Tyler Epstein <epstein.tyler@gmail.com>
To: Travis Treadway <travis@concordrobbins.com>
Cc: Louis Garner <lbgarner66@gmail.com>

Thu, Mar 27, 2025 at 6:44 PM

Travis: Please Accept this Notice of our DTPA Suit against Concord-Robbins:

Concord Robbins Water Supply Corporation

Attn: Travis Treadway, General Manager

13938 FM 1372

Normangee, TX 77871

Re: Notice of Claim Under the Texas Deceptive Trade Practices Act (Tex. Bus. & Com. Code § 17.505)

Claimant: Bi-Stone Ranch Partners, LLC

Property: Property located off of CR 386, within Concord Robbins WSC's CCN

Dear Mr. Treadway:

Pursuant to Section 17.505(a) of the Texas Business and Commerce Code, this letter serves as formal written notice of Bi-Stone Ranch Partners, LLC's claim under the Texas Deceptive Trade Practices–Consumer Protection Act (DTPA) against Concord Robbins Water Supply Corporation ("CRWSC").

Bi-Stone is a consumer under the DTPA and sought standard water service for an existing, installed tap located within CRWSC's Certificate of Convenience and Necessity (CCN). Bi-Stone did not request non-standard service, new construction, or additional capacity and does not need non-standard, new construction, or additional capacity.

Despite the clear legal duty imposed by Chapter 13 of the Texas Water Code to provide continuous and adequate service within its CCN, CRWSC has refused to activate service at the existing meter. Instead, CRWSC arbitrarily deemed the application "insufficient"

and improperly demanded a non-standard service application, a \$500 “investigation fee,” and other unnecessary documentation unrelated to standard service to the existing tap.

This refusal constitutes false, misleading, and deceptive practices under Tex. Bus. & Com. Code § 17.46(b), including:

- Misrepresenting legal rights and obligations;
- Knowingly imposing baseless requirements to delay or deny service;
- Representing the service was conditional on non-existent or inapplicable prerequisites;
- Acting in an unconscionable manner by exploiting Plaintiff’s reliance on Defendant’s legal obligations as a regulated utility.

As a direct result of these violations, Bi-Stone has suffered economic damages, including delay in property development, costs of alternative arrangements, and other actual harm.

Accordingly, Bi-Stone demands:

1. Immediate restoration of service to the existing meter without further delay;
2. Written assurance that no non-standard service application or additional fees will be required for basic service to existing infrastructure;
3. Damages in the amount of \$1000/day for economic loss caused by the delay;
4. Attorney’s fees, and if the conduct is not remedied, Bi-Stone reserves the right to pursue treble damages for knowing or intentional violations.

If this matter is not resolved, Bi-Stone will proceed to file suit in a Texas district court under the DTPA without further notice.

Sincerely,

Tyler Epstein

936-355-9655

Sent from my iPhone

On Mar 27, 2025, at 5:20 PM, Travis Treadway <travis@concordrobbins.com> wrote:

Sounds good.

I look forward to replying to it.

Thanks again,
Travis
Sent from my iPhone

On Mar 27, 2025, at 5:09 PM, Tyler Epstein <epstein.tyler@gmail.com> wrote:

Wrong answer.

We will file a complaint with the PUC in the morning.

Sent from my iPhone

On Mar 27, 2025, at 5:02 PM, Travis Treadway <travis@concordrobbins.com> wrote:

Tyler,

Application submitted is deemed by us insufficient. Service will not be provided until the information sent in my first email is supplied.

Thanks,
Travis
Sent from my iPhone

On Mar 27, 2025, at 4:57 PM, Tyler Epstein <epstein.tyler@gmail.com> wrote:

Travis,

I am the applicant. I am a managing member of Bi-Stone.

1. It's irrelevant what we are or aren't doing with the property. That has no bearing on your obligation. Concord-Robbins' policy cannot and does not trump statutory code.

2. You have a duty — right now — to turn on the water at that existing tap. As a regulated monopoly operating under a Certificate of Convenience and Necessity (CCN), your role isn't optional. It's a legal obligation to provide water service to customers within your certificated area. And in this case, the infrastructure is already in place — the tap is installed. There's no construction required. It costs you nothing to provide the service, which further underscores that there's no lawful reason for delay.

3. The section that applies only if someone is requesting water service to a subdivision is:
Section F – Part II: Request for Service to Subdivided Property (beginning on page 38 of the tariff).

This section clearly states:

"This section contains additional requirements for applicants that are developers..."

And most importantly:

"The Corporation's obligation to provide service to any customer located within a subdivision governed by this Section is strictly limited to the level and manner of the nonstandard service specified by the Applicant."

"The Applicant is responsible for paying for all costs necessary for non-standard service to a subdivision... if the Applicant fails to pay these costs, the Corporation has the right to require payment of these costs by any one or more of the persons purchasing lots or homes within such subdivision before the Corporation is obligated to provide water service." (p. 38-39).

Is Concord Robbins refusing to honor its obligations to provide water to the existing tap? Yes or No?

Tyler Epstein
936-355-9655

Sent from my iPhone

On Mar 27, 2025, at 4:45 PM,
travis@concordrobbins.com wrote:

Tyler,

A non-standard service application is required for any tracts currently served by Concord Robbins or previously served by Concord Robbins that are being divided into multiple tracts. Upon inspection on the property and through multiple conversations with various parties involved it appears the original property is being divided into multiple tracts.

Is the property being divided into multiple tracts?

Are you a lawyer representing the applicant?

Thank you,
Travis Treadway
General Manager
Concord Robbins WSC
903-626-4330

From: Tyler Epstein <epstein.tyler@gmail.com>
Sent: Thursday, March 27, 2025 4:09 PM
To: Louis Garner <lbgarner66@gmail.com>;
travis@concordrobbins.com
Subject: Re: Property off of CR 386

Hi Travis,

I have questions. Who is seeking non-standard service? Bi-Stone is not seeking any non-standard service. This was an application for a single existing tap. Is Concord Robbins trying to force Bi-Stone to seek non-standard service? Is Concord Robbins refusing to supply water to an existing tap in its service area? That would seem to be perverse to Chapter 13 of the Water Code. Specifically, 13.041(d) and 13.043(g), give enforcement options if a retail public utility refuses to provide access to an existing meter within its certificated area.

We need water to that meter by Tuesday.

Thanks and Gig'em,

Tyler Epstein
936-355-9655

Sent from my iPhone

From:
travis@concordrobbins.com
Date: March 27, 2025 at
2:33:20 PM CDT
To: 3somerville@gmail.com
Cc: lbgarner66@gmail.com
Subject: Property off of
CR 386

Good Afternoon,

After review of the
standard application
received, in person and
phone conversations it
has been determined

that this existing service tap was on a single tract of land that is now being subdivided into smaller tracts. This enacts section F of our tariff. I have attached it to this email. It is the same attachment that I sent to Mr. Garner at lbgarner66@gmail.com. I have also attached a non-standard service agreement which is described in part 3(a) of section F. If a final plat is not available or determined please provide the best mapping you have. The service investigation fee outlined in part c is \$500.

The service tap will not be able to be reserviced until section F of our tariff is satisfied.

Please advise what you would like us to do with the check provided yesterday. We have not deposited it.

Please reach out if you have any questions.

Thank you,
Travis Treadway
General Manager
Concord Robbins WSC
903-626-4330

<Tariff-Section F.pdf>

<NON-STANDARD
SERVICE
APPLICATION.pdf>

travis@concordrobbins.com <travis@concordrobbins.com>
To: Tyler Epstein <epstein.tyler@gmail.com>
Cc: Louis Garner <lbgarner66@gmail.com>

Thu, Mar 27, 2025 at 7:39 PM

Tyler,

Attached is our complete tariff as filed with the PUC for CCN 11717.

By definition in this tariff the property in question is being subdivided into a subdivision. That makes Bi-Stone (the owners) a subdivider and developer by definition stated in this tariff.

This enacts that section F of the tariff will have to be completed to provide water to any part of this property. We are more than willing to provide water to the land in question when all rules and regulations have been followed.

The owner has not provided the necessary information listed on Page 38 Part II of section F.


Concord Robbins WSC will look at all options to recoup any money that is spent for lawyers, experts, employee time, or any other fees to fight frivolous lawsuits.

Provide the documents requested and we will respond with what needs to be done to service the property.

Also, the address you have is completely wrong. Our address is on the first page of the Tariff.

Have a good evening,

Tyler Epstein

 **Complete 2022 Tariff.pdf**
1446K

Tyler Epstein <epstein.tyler@gmail.com>
To: travis@concordrobbins.com
Cc: Louis Garner <lbgarner66@gmail.com>

Thu, Mar 27, 2025 at 7:54 PM

Travis,

We are done discussing this with you.

Please forward this notice to your Board as required. We will discuss with them or their attorney

You may take whatever actions you feel are necessary — including hiring experts or attorneys. That is your decision.

What's clear is this: you are flat-out refusing to provide water to an existing, installed tap. There is no justification for this. Turn the water on. Stop trying to assert authority you do not have.

We are not requesting new service. We do not want water to any other part of the tract. We are not asking for system upgrades. We are simply asking for water service to the existing meter — which you are legally required to provide.

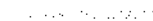
No service to future buyers is expected or required unless a separate party pays for any necessary line upgrades. That's not relevant here.

Please stop trying to play the role of a gatekeeper. We are neither impressed nor intimidated.

Just do your job and turn the water on.

Tyler Epstein
936-355-9655
Sent from my iPhone

On Mar 27, 2025, at 7:39 PM, travis@concordrobbins.com wrote:

 [View image](#)
<Complete 2022 Tariff.pdf>

Travis Treadway <travis@concordrobbins.com>
To: Tyler Epstein <epstein.tyler@gmail.com>
Cc: Louis Garner <lbgarner66@gmail.com>

Thu, Mar 27, 2025 at 8:02 PM

Sounds good.

Definitely not trying to impress or intimidate.

Thanks,
Travis
Sent from my iPhone

