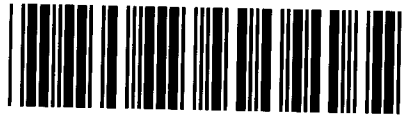


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PETITION OF THE CITY OF
DALLAS FOR REVIEW OF A
DECISION BY THE SABINE RIVER
AUTHORITY TO SET WATER
RATES (LAKE FORK RESERVOIR)

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§
§

BEFORE THE STATE OFFICE

FILED BY THE COMMISSION
FILING CLERK

OF

ADMINISTRATIVE HEARINGS

SABINE RIVER AUTHORITY'S MOTION TO ABATE

TO THE HONORABLE ADMINISTRATIVE LAW JUDGE:

COMES NOW, the Sabine River Authority ("Authority" or "SRA") and files this Motion to Abate the Petition of the City of Dallas ("Dallas") for Review of a Decision by the SRA to Set Water Rates (Lake Fork Reservoir), and in support hereof would show the following:

In Order No. 4 filed on January 12, 2015, the Administrative Law Judge ("ALJ") acknowledged that if the parties do not agree that the protested rate is charged pursuant to a written contract, the ALJ must abate the proceedings until the contract dispute over whether the protested rate is part of the contract has been resolved by a court of proper jurisdiction.¹ The ALJ then directed that any party seeking abatement for this purpose should file a motion to abate not later than January 20, 2015.² Thus, this Motion is timely filed.

In Order No. 4, the ALJ acknowledged that neither he nor the Public Utility Commission ("Commission" or "PUC") has jurisdiction to determine and adjudicate the parties' obligations under the contract between the Authority and Dallas.³ Further, the ALJ explained that P.U.C. SUBST. R. 24.131(d) requires the proceeding to be abated until the contract dispute as to whether the protested rate is part of the contract has been decided by a court of proper jurisdiction.⁴

¹ Order No. 4 at 4-5 (Jan. 12, 2015), citing 16 Tex. Admin. Code § 24.131(d).

² Order No. 4 at 5.

³ *Id.* at 4.

⁴ *Id.* at 5.

Consistent with its Response to Dallas's Petition and its Response to Dallas's Motion for Interim Rates, the Authority maintains that it set rates pursuant to the contract between the Authority and Dallas. Dallas continues to claim that the contract was violated and asks the Commission to interpret the terms of the contract and set aside the pricing terms in order for Dallas to obtain cost of service-based rates.⁵ As noted by the ALJ, contractual disputes, including performance under the contract and revision of the written terms thereof, are outside the jurisdiction of both the ALJ and the Commission.⁶ Any dispute as to whether the parties performed under the contract or whether the rate was set pursuant to the contract must be heard in district court.⁷ Therefore, this case must be abated pursuant to P.U.C. SUBST. R. 24.131(d).

Dallas' allegations of violation of contract require this matter to be abated; Dallas admits as much in its pleadings previously filed herein.⁸ The Authority has noted its disagreement with Dallas' allegations, and has previously requested that the ALJ abate this proceeding.⁹ Therefore, the Authority requests that this matter be abated for the contractual dispute to be resolved by a court of proper jurisdiction. The Authority additionally prays for any further relief to which it is entitled.

⁵ City of Dallas List of Issues at 4 (Dec. 2, 2014); City of Dallas' Motion for Expedited Commission Establishment of Interim Rates at 11-12 (Dec. 5, 2014).

⁶ Order No. 4 at 4.

⁷ *Id.* at 4-5.

⁸ "If SRA does not agree that the rate is not set pursuant to a contract, the Administrative Law Judge in the case. . . should abate the case until the dispute over the question whether the rate is part of the contract has been resolved by a court of proper jurisdiction in accordance with PUC Subst. R. Sec. 24.131(d)." Original Petition for Review and Request for Interim Rates at 8-9 (Oct. 30, 2014).

⁹ Sabine River Authority's Response to City of Dallas' Original Petition and Request for Interim Rates at 2 and 18 (Dec. 2, 2014); Sabine River Authority's List of Issues at 3 (Dec. 2, 2014); Sabine River Authority's Response to City of Dallas' Motion for Expedited Commission Establishment of Interim Rates at 5 and 19 (Dec. 11, 2014).

Respectfully submitted,

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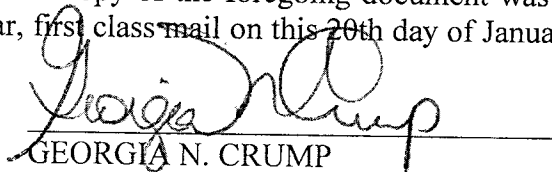
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**ATTORNEYS FOR SABINE RIVER
AUTHORITY**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was transmitted by e-mail, fax, hand-delivery and/or regular, first class mail on this 20th day of January, 2015, to the parties of record.


GEORGIA N. CRUMP