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SOAH DOCKET:
COMPLAINT OF JOHN 473-21-1880.WS PUBLIC UTILITY
BLALOCK AGAINST PUC DOCKET: COMMISSION OF TEXAS
MERCY WATER SUPPLY 51224
CORPORATION

**COMPLAINANT JOHN BLALOCK’S EXCEPTION TO THE PROPOSAL FOR
DECISION**

COMES NOW Complainant John Blalock (hereinafter “Mr. Blalock”) to timely file his exception to the Proposal for Decision filed on the 30th day of September of 2021 by the Honorable Hunziker:

I.

JURISDICTION, NOTICE, AND PROCEDURAL HISTORY

Mr. Blalock holds an exception to the procedural history, as his Motion for Reconsideration (filed on the 16th day of September of 2021) was never properly denied as neither of the Administrative Law Judges (hereinafter “ALJs”) mentioned filed a signed order denying the Motion with a full explanation for the denial. As such, proper court procedure has not been followed.

II.

BACKGROUND

Mr. Blalock holds exception to the ALJ representing the water service as being provided to 1601 Bowen Loop (hereinafter “Southern Tract”), as the records for Reba Ivey (hereinafter “Ms. Ivey”) show no change in the meter number for her account since the account started in 1995.

That meter number is the same number for the meter that is being used for the temporary service to 1611 Bowen Loop (hereinafter “Northern Tract”). That meter serial number being 40675330. The meter is located on the Southern Tract at the most South-east corner of the tract of property. The meter was placed for Ms. Ivey, according the Affidavit of Randall Baker, on the Southern Tract, despite Ms. Ivey not owning the Southern Tract, as evidenced by the Partition Deed. Mercy Water Supply Corporation (hereinafter “Mercy”) requires documentation to show proof of ownership, which would have been the partition deed in its entirety. This indicates that Mercy would have known Ms. Ivey owned the Northern Tract, not the Southern Tract. Which in turn indicates that without consent from Gloria Meeks, the owner of the Southern Tract (as shown by the Partition Deed), Mercy would not have been able to place the meter there. Thus, being shown by evidence, that the meter/water service was being supplied to the Northern Tract.

Mr. Blalock holds exception to the ALJ’s representation of his, and his child’s, John Blalock II, statement. The ALJ has represented Mr. Blalock’s statements as that he refused to sign the paperwork, not that he was refused/denied the opportunity to fill out the paperwork, which Mercy has not contested or denied. Mercy has also not contested or denied Mr. Blalock’s assertion that they had a duty to inform, despite Mr. Blalock, in his Motion to Reconsider, pointing to Mercy’s Tariff and 16 Texas Administrative Code (hereinafter “TAC”) 24.25, which required Utilities to follow the practices in their tariff. In their tariff they are required to have past and present copies of their tariff available during regular business hours, and a copy available on their website. In lieu of not having any documentation in their office state their tariff is available to the public and not having a copy on their website, both current and potential customers cannot be expected to know the tariff exist and that they can view it. Thus, making the tariff not available and creating a duty to inform.

III.

APPLICABLE LAW

Mr. Blalock holds exception that 16 TAC 24.25 is not mentioned at all despite Mercy's employees, Kelley Allbright and Randall Baker, admitting to imposing practices not in Mercy's tariff. Thus, violating the aforementioned law.

Mr. Blalock holds exception that the TAC cited by the ALJ requires that a notice for the disconnection and subsequently also prohibits the disconnection. As Mercy was accepting payments for the service from Mr. Blalock, as shown by the records for Ms. Ivey from 2015 to 2020, they were legally giving their authorization for the water service to be used. Therefore, Mr. Blalock had authorization from Mercy despite having not completed the application due to actions by the employees of Mercy. 16 TAC 24.167 (c)(2) prohibits disconnection for failure to pay for merchandise, or charges for non-utility service provided by the utility. The installation/relocation of a meter and application fees for service and membership both fall under "merchandise, or charges for non-utility service provided by the utility". Mr. Blalock in the course of this Formal Complaint has filled out an Application and Agreement for Service, with a Membership Transfer authorization. Mr. Blalock also explained that he was signing it as long as Mercy did not try to charge him for a meter, membership fees, or the fees for an application filing. He also explained that he was showing in good faith that he would have filled out and filed the paperwork had he been informed. Copies of these documents were sent to John Carlton (hereinafter "Mr. Carlton"), one of the original attorneys for Mercy, and Justin Adkins (hereinafter "Mr. Adkins") an attorney at the Public Utility Commission (hereinafter "PUC").

These documents were also filed on the 9th day of October of 2020. Therefore, by legal standards, Mr. Blalock has completed an application, which makes 16 TAC 24.167 (b) moot.

IV.

DISCUSSION

Mr. Blalock holds exception to the ALJ stating, “Mr. Blalock does not support his assertions with any reference to evidence.” Mr. Blalock did support his assertions with evidence, more so after Mercy’s responses to the Requests for Information (hereinafter “RFI”) from Mr. Blalock and the PUC. Mr. Blalock has referenced evidence such as the payment records for Ms. Ivey, Mercy’s Tariff, the records for Ms. Meeks, etc. The ALJ asserting Mr. Blalock has not supported his claims with evidence is false, and can be proven false by Mr. Blalock’s pleadings, including his Motion for Reconsideration.

Mr. Blalock holds exception to the ALJ stating that the records do not show evidence of a verbal agreement, despite the records showing payments accepted by Mercy for a time period of 5+ years and Mr. Blalock supplying copies of the paperwork for the Small Estate case concerning Ms. Ivey’s estate showing: (1) Mercy was allowing the water service to continue and accepting payments from Mr. Blalock; and (2) that Mercy, if properly keeping records, would have been able to find out about Ms. Ivey’s death, even though they have not claimed Mr. Blalock did not inform them of Ms. Ivey’s death.

Mr. Blalock holds exception to the mischaracterization of his statements as him admitting failing to do something. Someone cannot fail to do something that they did not know needed to be done. An analogy of this would be someone failing to complete an assignment in school that the

teacher did not tell them about. The failure is not on the one that didn't complete it, but on the one that failed to notify the party of what needed to be done.

V.

FINDING OF FACTS

Mr. Blalock holds exception to the following omitting of facts: (1) Mercy accepted payments from Mr. Blalock from a time period from January of 2015 to August of 2020; and (2) Mercy admitted to violations of 16 TAC 24.25, in the Affidavits of Randall Baker and Kelley Allbright, as well as the Direct Testimonies of Randall Baker and Kelley Allbright; (3) Mercy is illegally holding \$200 USD, which would cover the cost for a transfer of Membership and the Application fees; and (4) that the meter in question is for 1611 Bowen Loop, or the Northern Tract.

VI.

CONCLUSION OF LAW

Mr. Blalock holds exception to the conclusion that he failed to state a claim for which relief can be granted. Mr. Blalock has claimed and showed: (1) Mercy has failed to notify him of the paperwork needed prior to the Informal and Formal Complaints (violation of 16 TAC 24.25), that Mercy failed to notify him of the discontinuance of water service 10 days prior to the shut-off (as required by the PUC and a violation of 16 TAC 24.25); (2) claimed and showed that Mercy has failed to follow their tariff in the transfer of the membership of Ms. Ivey's (violation of 16 TAC 24.25); (3) Mercy has not returned the \$200 USD for Ms. Ivey's account/membership which would cover the cost for the transfer of membership and the application fees. (Illegal withholding of funds/theft); (4) the meter in question was for 154 Bowen Road which became 1611 Bowen Loop, or the Northern Tract, meaning the meter in question is for the property on

which Mr. Blalock's residence presides on (Texas Water Code 67.016 (a)(1)); and (5) The transfer of membership or stock can only be transferred in relation to property, when the property that the membership/account/stock original rose from (TWC 67.016).

VII.

PROPOSED ORDERING PARAGRAPHS

Mr. Blalock holds exception with the entirety of this section within the Proposal for Decision.

VIII.

WHAT HAS MR. BLALOCK DONE

Since the beginning of this formal complaint Mr. Blalock has: (1) filled out an *Application and Agreement for Service* and a *Membership Transfer Authorization*, filing them with Mercy through their legal counsel and with the PUC on the interchange website, meeting their requirements, (2) filed paperwork stating that he did not feel comfortable filing the documents as a legally binding contract due to the fact that a new meter was not needed for his property and that he shouldn't be forced to pay membership and application fees, as he could have been without protections from the PUC or the ALJs; and (3) and has met the requirements of Mercy's tariff as they hold more than enough money of his to cover the fees for a membership transfer and the application fees.

IX.

CONCLUSION

Mr. Blalock holds exception to many of the statements and conclusions of the ALJ, as such he still contends that Mercy's motion should be denied and for mediation to be ordered, as it has

been supported by Mr. Blalock and Mr. Adkins in many filings. Mr. Blalock also contends that the ALJ did not fully read Mr. Blalock's pleadings, else they would have seen that Mr. Blalock did support his claims with evidence, which has been on record for months and was submitted by Mercy.

X.

REQUEST FOR RELIEF

Mr. Blalock respectfully request that the Commissioners of the PUC: (1) do not agree with the Proposal for Decision filed by the ALJ; (2) deny Mercy's Motion for Summary Disposition; and (3) order Mediation or send the case back to the State Office of Administrative Hearing for a rehearing/retrial.

RESPECTFULLY SUBMITTED BY,

/s/ John Blalock