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COMPLAINT OF JOHN
BLALOCK AGAINST
MERCY WATER SUPPLY
CORPORATION

51224

PUBLIC UTILITY
COMMISSION OF TEXAS

**JOHN BLALOCK'S RESPONSE TO MERCY WATER SUPPLY CORPORATION'S
REPLY TO COMPLAINANT'S EXCEPTION TO THE PROPOSAL FOR DECISION**

COMES NOW John Blalock (hereinafter "Mr. Blalock") to respond to Mercy Water Supply Corporation's (hereinafter "Mercy") Reply to Complainant's Exception to the Proposal for Decision:

I.

INTRODUCTION

Mercy claims Mr. Blalock attacks the Proposal for Decision (hereinafter "PFD") from all sides, which is true. But it is not with malice, as in any place there is a debate it is best to cover all angles of an argument/assertion you do not agree with, or are arguing against.

16 Texas Administrative Code (hereinafter "TAC") 24.25 states, "Approved tariff. A utility may not directly or indirectly demand, charge, or collect any rate or charge, or impose any classifications, practices, rules, or regulations different from those prescribed in its approved tariff filed with the commission or with the municipality exercising original jurisdiction over the utility, except as follows...". Mercy does not include a copy of this in their reply despite giving a copy of 16 TAC 24.12, the reasoning for this is unknown. Kelley Allbright (hereinafter "Ms. Allbright") and Randall Baker (hereinafter "Mr. Baker") have admitted to violations of 16 TAC 24.25, with examples being: (1) In her affidavit, Ms. Allbright states, "Because Mr. Rodz

properly transferred Ms. Ivey's account to himself," which is a violation as Adrian Rodz (hereinafter "Mr. Rodz") did not purchase the property the account originated from, nor is he related to Ms. Ivey in any way; (2) In a response to Request for Information (hereinafter "RFI") 1-5 from Commission Staff, Mr. Baker stated, "It is Mercy's practice to place the meter at the location where the customer requests, unless that location infeasible for safety or legal reasons," which is contrary to Mercy's Application and Agreement (which is in the tariff) statement of "The Corporation shall have the right to locate a water service meter and the pipe necessary to connect the meter on the member's property at a point chosen by the Corporation..." (3) Ms. Allbright supports the statement in response to RFI 1-30 from Commission of "Ms. Ivey's membership was not transferred to Mr. Rodz. Mercy reassigned the cancelled Membership...", which is a violation as Mercy's tariff require Board approval for the cancellation of a membership, which would require a Board meeting that has never happened. So, Mr. Blalock is not just claiming this, Mercy's employees have admitted these things in statements made under oath.

II.

ARGUMENT

Mercy states that Mr. Blalock indicated that he had knowledge of Mercy's membership requirements. Mercy never gives a full indication for how the one statement that they provided shows that Mr. Blalock had any knowledge of the membership requirements. Mr. Blalock is on Social Security and does not have the funds to pay for a new meter, but needed service to continue to his house. Individuals can work with a company to come to a compromise with the company without knowing the policies of the company, especially if the company has not informed them of their policies. This happens every day with companies larger than Mercy, such

as Walmart, Entergy Texas, and Pizza Hut to name a few. So, to imply that Mr. Blalock had knowledge is unfounded.

Mercy does not mention 16 TAC 24.25's prohibition on imposing practices not in their approved tariff, nor do they mention that in Section A. Resolutions in Item No. 4 "An official copy of this and all policies or records shall be available during regular office hours and a copy can be viewed on the Corporation's website." 16 TAC 24.25 is law and does support the claim that Mercy had a duty to inform as they do not make their tariff and policies available during regular office hours, nor do they provide a copy on their website.

Ms. Allbright only states that she has not entered into a verbal agreement, but as she was not the office manager in 2015, then she would not have had the power. And, the only evidence of a verbal agreement would be payments and continued service.

Mr. Blalock's lack of knowledge and the continuation of service may not have an effect on Mercy's tariff, but it does have an affect by law as Mercy is in violation of 16 TAC 24.25 as they are imposing policies not prescribed by their tariff. The continuation of service with the payments are indicative of a verbal agreement, and meet the burden of proof for such an agreement.

III.

CONCLUSION

As the Public Utility Commission does have some control over Water Supply Corporations, the PUC can order: (1) for the water service to be returned; (2) for Reba Ivey's membership and account be transferred to Mr. Blalock; (3) and for it to be done at no cost to Mr. Blalock.

RESPECTFULLY SUBMITTED BY,

/s/ John Blalock