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COMPLAINT OF JOHN
BLALOCK AGAINST
MERCY WATER
SUPPLY
CORPORATION

PUBLIC UTILITY
COMMISSION OF
TEXAS



**JOHN BLALOCK’S RESPONSE TO MERCY WATER SUPPLY
CORPORATION’S RESPONSE TO COMPLAINT**

This is Mr. Blalock’s (myself) response to Mercy Water Supply Corporation’s (“Mercy”) response to the complaint and their arguments made in the document.

Argument 1

Argument: John Blalock does not have an account with Mercy in his name, in violation of Mercy’s tariff and service application and agreement.

Rebuttal: John Blalock did not have an account under his name because of a verbal agreement reached between him and Mercy to keep the account under the name of Reba Ivey (his deceased mother) until a time that Mercy would allow him to do the transfer application to transfer the account to his name. This claim of a verbal agreement is further supported by the fact that since Mrs. Ivey’s passing in 2015 which Mercy was given notice of when Mr. Blalock came into the office of Mercy the first time to try and get the transfer completed, which is when the verbal agreement was reached, Mercy has accepted Mr. Blalock’s payments both online and in person to keep the service on or to restore service in the few times Mr. Blalock fell behind because his Social Security check did not come in on time. Verbal agreements are enforceable under both state laws in Texas and under the Uniform Commercial Code. The aforementioned verbal agreement then made Mr. Blalock have an account under his mother’s name, and a legal customer of Mercy. And, he would have been afforded all of the rights of any other customer. And, according to Mercy’s tariff memberships have to be under the name of the owner of the property, which means the account would have to be under the name of the owner of the property. So, does that mean any renters in their service area are in violation of Mercy’s tariff and service application and agreement?

Argument 2

Argument: Mr. Blalock does not specifically identify any claims in his Formal Complaint.

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Rebuttal: Mr. Blalock did in fact specifically identify claims in his Formal Complaint. The main one being that Mercy had illegally shut of his water, since there was no kind of notice given. Then through the informal complaint investigation and the proceedings of the Formal Complaint, Mr. Blalock has stated on many times what the claims are and they will be listed here in the simplest way possible:

1. Mercy shut off the water without notice.
2. Mercy illegally terminated the membership that the meter was originally under, which at in the beginning they were claiming was transferred and not terminated (per the statement given at the board meeting Mr. Blalock attended by the field manager for Mercy).

But, now with the things that Mercy is saying through their lawyer, Mr. Carlton, which are considered as being under oath, there are new claims that the Public Utility Commission (“PUC”) should be able to answer:

1. Mercy has committed the act of perjury, if not aggravated perjury, by lying to the PUC during the informal investigation and now during the proceedings of the Formal Complaint. These acts include, but are not limited to, saying that Mr. Blalock did not have authorization to use that meter and that the meter was for the Southern Tract, since if either of those were true Mercy would not have accepted Mr. Blalock’s payments on the account and the bills from Mercy would not have been sent to Mrs. Ivey at 1611 Bowen Loop, Cleveland, Texas 77328 both before and after her passing in 2015.

Argument 3

Argument: Mr. Blalock’s Complaint is without Merit.

Rebuttal: All previous rebuttal should prove the merits of this complaint.

Argument 4

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Argument: Mercy's meter is located on the Southern Tract (1601 Bowen Loop, Cleveland, Texas 77328)

Rebuttal: Yes, Mercy's meter is located on the Southern Tract, but on the very edge of it. Where, Mercy put the meter in 1995, but that is because that is where Mercy chose to put the meter. And, according the Service Application signed by Mrs. Ivey, the corporation is the one that chooses where the meter is to go. The fact that the meter is setting on 1601 Bowen Loop is because of the actions taken by Mercy back in 1995 and should not be being taken into account unless Mercy is wanting to say they either made a mistake in 1995 or they are making a mistake now. And, the consequences of their mistakes are being pushed on to Mr. Blalock at the current time, resulting in a violation of Mr. Blalock's Eighth Amendment rights.

Argument 5

Argument: To receive service on the Nothern Tract Mr. Blalock used an illegal connection from a meter on the Southern Tract and an account under Reba Ivey's name.

Rebuttal: If the PUC were to come and check the piping running from the meter, they would see that the piping running from the meter runs to Mr. Blalock's dwelling on 1611 Bowen Loop, with possible few connections to run for water hoses along the property for fire control when Mr. Blalock still believed himself to own 1601 Bowen Loop, and he was also under the assumption that 1611 and 1601 Bowen Loop had been made into one property during the probate of Mrs. Ivey's estate. And, for the account being under Reba Ivey's name, see the rebuttal under Argument 1

Argument 6

Argument: Mr. Blalock never transferred membership to his name or held an account with Mercy.

Rebuttal: See rebuttal under Argument 1

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Argument 7

Argument: Mercy has also never received a request for service for the Northern Tract, nor has Mercy ever installed a meter to serve the Northern Tract.

Rebuttal: The service application for Reba Ivey was filed for 154 Bowen Road, Cleveland, Texas, which became 1611 Bowen Loop, Cleveland, Texas after address changes were made for the location services required by 9-1-1 (emergency services) and this is the address for the Northern Tract. So, the original service application was for the Northern Tract, not the Southern Tract. This proves that Mercy has received a request for service for the Northern Tract, which they approved of, and that Mercy has installed a meter to serve the Northern Tract.

Argument 8

Argument: Further, after installing the meter on the Southern Tract, Mercy never received a request for line extension, or for the meter to be moved or installed in a different location.

Rebuttal: See rebuttal under Argument 7.

Argument 9

Argument: Mercy's contractor, Randall B. Baker, then installed the meter in 1995 on the Southern Tract. The meter Mercy installed in 1995 was located on the Southern Tract to serve a travel trailer on that Southern Tract...

Rebuttal: The trailer mentioned in this argument was not a travel trailer as stated by Mercy and belonged to Gloria Ann Meeks, who at the time of the service application signed by Reba Ivey was using a well to provide water for her home, and wanted to keep it that way. The meter that was installed was for to serve the dwelling of Reba Ivey, now the dwelling of her son, Mr. Blalock. This raises the question of why Mrs. Ivey would apply for service for a dwelling that she

Argument 10

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Argument: To Mercy's Knowledge, they remained co-owners on the property.

Rebuttal: If they would have been co-owners, then selling of 1601 Bowen Loop in a tax auction would not have happened since Mrs. Ivey would have had ownership in the property at the passing of Gloria Ann Meeks after an accident in December of 1997. Meaning, that the property would have been added back to Mrs. Ivey's and made back into the original 1- $\frac{3}{4}$ acres. And, the situation before the PUC now would have never occurred. The easement signed by Gloria Ann Meeks was signed to allow for Mercy to install the meter for Mrs. Ivey and run pipes across the Southern Tract if needed, but was put under a general easement with Mercy.

Argument 11

Argument: John Blalock claims to have taken ownership of the Nothern Tract in 2015, after Reba Ivey's passing. Mercy has not received any documentation of this transfer in ownership. Mr. Blalock has not presented proof of ownership and completed the transfer of membership documentation on even on occasions where the account had been paid in full.

Rebuttal: The reason Mercy has not received any documentation of the transfer in ownership is only partially true. They have not received the documentation because they have not allowed Mr. Blalock to complete the transfer of membership documentation even on the occasions where the account had been paid in full. So, both Mercy not receiving the proof of ownership transfer and the transfer of membership documentation not being completed are consequences of Mercy's actions and not on Mr. Blalock, since he carried the paperwork from the probate case of Mrs. Ivey's estate up to Mercy's office every time that he could when paying the account in full in hopes that Mercy would finally allow him to transfer the account. He even had the proof of transfer in ownership in his vehicle on the day that he paid the bill on August 7th, 2020.

Conclusion

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In Mercy's response, they seem to be hoping that the ALJ will find that Mr. Blalock was not a legal customer since there is no written contract/agreement between Mercy and Mr. Blalock for the service. But, as mentioned in the rebuttal under Argument 1, under the state laws of Texas and the UCC verbal contracts/agreements can be enforced. And, the verbal agreement/contract mentioned does meet the requirements for a verbal agreement. And, with that verbal agreement being renewed each month that the bill was paid, then the verbal agreement does not go against the requirement under Texas State Law that all agreements/contracts lasting more than a year be written, since the agreement/contract was only lasting a month at a time. But, if Mercy wants to argue that is not true, then there is also the fact that the agreement/contract has only lasted this long because of the actions of Mercy, in that they were not allowing for the transfer of membership documentation to be completed and it was not Mr. Blalock's intentions for the verbal agreement/contract to last this long since he was just waiting on Mercy to allow him to complete the transfer of membership documentation, which he was not expecting that to last this long. And, Mercy would not have let the service continue with Mr. Blalock paying the bill for over 5 years after Mrs. Ivey's passing. Mr. Blalock has a similar agreement with Entergy to supply power under Mrs. Ivey's name and there have been no problems with them.

On the possibility of Mercy arguing against the verbal agreement/contract because of the length of the agreement/contract. Mr. Blalock is also the sole heir of Mrs. Ivey's estate after paying his siblings for their claims to the estate. This fact then makes any and all contracts/memberships Mrs. Ivey had with any entity, unless they were set to expire upon her death. Therefore, the membership of Reba Ivey, even when kept under her name, belonged to Mr. Blalock. And, even the Texas Water Codes and Mercy's tariff do not say the service does not have to be under the name of the person using it, unless Mercy is saying that any widows/widowers in their service area that has service under their deceased spouses name are in violation of these sets of rules as well. Especially, if their names were not on the deed before the passing of their spouse, which happens in the case that they move on to family property after they are married, or their name

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was not signed on to the deed at the time of the buying of the property. And, there is nothing in the service application or Mercy's tariffs that say memberships/accounts expire upon the death of the individual that originally opened them. Therefore, proving in another way that Mr. Blalock would have had legal authority to use the service. And, that his connection to the service was not illegal.

Also, one final note on the argument that the connection to the dwelling on 1611 Bowen Loop, Cleveland, Texas 77328 was illegal. If it was illegal as Mercy has tried to argue, then that means Mercy had knowledge it was being used. They knew that Mr. Blalock was living in the dwelling on 1611 Bowen Loop, Cleveland, Texas 77328 and was using the water service for this dwelling. Which means they had no problem with him having the service, until it came to them getting in legal trouble for terminating and disconnecting the service. This goes to show that Mercy knows they are in the wrong on this, and are using whatever arguments they can to try and keep the idea they are correct in their actions.

Request for Relief

Mr. Blalock respectfully request that not only Order 3 be kept in place, so that his household can have a steady water supply for both the humans in the dwelling but also the animals under their care. He also respectfully request for water service be restored to his dwelling either by a new meter being installed under a membership under his name at no cost to him, or that the meter that was installed for Reba Ivey be placed in service under a membership in his name at no cost to him. And, an infinite order by the PUC to be put in place that anything to do with the meter has to be cleared through the PUC first before any actions to be taken, to stop the chance for any retaliation by Mercy in the future for this Formal Complaint and the civil case Mr. Blalock is preparing to bring against Mercy for their actions and the damages it has caused him and his household.