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COMPLAINT OF JOHN
BLALOCK AGAINST
MERCY WATER
SUPPLY
CORPORATION



PUBLIC UTILITY
COMMISSION OF
TEXAS

**MR. BLALOCK'S RESPONSE TO MERCY WATER SUPPLY
CORPORATION'S REPLY TO STAFF'S POSITION**

ARGUMENT 1

ARGUMENT: Mr. Blalock has not complied with any of the requirements (see Mercy's reply for requirements). He is not a member or qualified or entitled to membership with Mercy at this time.

REBUTTAL: According to Commission rules, Mr. Blalock holds a membership with Mercy since other than Mercy's records, he is the record owner of a fee simple title to property within in Mercy's service area. Mercy's Tariff is worded close to the same as the Commission Rules, so by Mercy's Tariff Mr. Blalock holds a membership with them. And, the reason Mercy does not have the fee simple title in their records is because there has not been a reason for them to receive or make a copy.

ARGUMENT 2

ARGUMENT: To obtain service from Mercy, applicants must establish they meet these definitions (see Mercy's reply for the definitions).

REBUTTAL: A transferee would automatically be a member, if the transfer was because of a transfer in the ownership of the land for which the membership is for. Mr. Blalock would automatically be a member and have a membership because he owns a property in Mercy's service area. And, because of the transfer of property ownership, Mr. Blalock meets the fourth available option for membership transfers, which is when the ownership of property is being transferred.

ARGUMENT 3

ARGUMENT: Further according to Mercy's Tariff, "eligibility for Membership shall not guarantee service to the Applicant or Transferee...."

REBUTTAL: While their tariff may state this, the Texas Water Code states that service is to go with the property originally designated for service (this is a

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paraphrase of the TWC). The property originally designated for service was 1611 Bowen Loop, Cleveland, Texas 77328. This is the property Mr. Blalock now owns, so according the TWC Mr. Blalock is entitled and guaranteed service from the meter that started this formal complaint.

ARGUMENT 4

ARGUMENT: Mercy's transfer of membership to Mr. Rodz was both reasonable and proper under state law.

REBUTTAL: The transfer of membership to Mr. Rodz was not reasonable or proper under state law. The membership that the meter was placed under for Reba Ivey was for 1611 Bowen Loop, Cleveland, Texas 77328 (formerly 154 Bowen Road). The Texas water code states that service and membership go with the parcel of land originally designated for said membership and/or service, which would be 1611 Bowen Loop, Cleveland, Texas 77328. And, if it was approved by the board, then it would go against the clause in the application and agreement for service that Mercy has its members sign, which states that new applicants for service cannot interfere with the service of other members. So, by Mercy allowing for the transfer to Mr. Rodz, broke this clause, since according to Mercy's Tariff and Commission Rules, Mr. Blalock is a member. Also, Mr. Rodz is not related to Mrs. Ivey in any way, nor did he purchase 1611 Bowen Loop, but 1601 Bowen Loop. Also, it does not matter if the contractor believed that the meter was for 1601 Bowen Loop, when it was installed. It matters what the paperwork proves, which is that Mrs. Ivey owned 1611 Bowen Loop, she was applying for service for her residence at 1611 Bowen Loop, therefore the service and membership of Mrs. Ivey's go with 1611 Bowen Loop, meaning the service meter in question goes with 1611 Bowen Loop. This further proves that the transfer was not reasonable and proper.

ARGUMENT 5

ARGUMENT: Mr. Blalock is not eligible for water service as an applicant or transferee under Mercy's Tariff.

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REBUTTAL: Mr. Blalock has tried to meet the requirements that Mercy has set out in their Tariff. He has attempted on multiple occasions to get the membership and service transferred to his name, but was denied each time with Mercy's office manager stating that it was because of their being an amount owed on Mrs. Ivey's account. And, when you are being denied the opportunity, then the action is not going to be completed. Mr. Blalock has not been told he would have to fill out an application and agreement for service, until he was sent one by the legal representative to start an account for the billing for the temporary service. And, the reason that one has not been filled out, is because Mr. Blalock does not believe it is in his best interest to sign them, since they could open him up to being billed for a new membership and the cost of a new meter being installed despite the fact there is no need for a new membership, but a transfer, and the new meter was/is supposed to be installed at no cost to Mr. Blalock, according to Mr. Blalock's understanding after having talked with Commission Staff and was informed of Mercy's decision/solution to install a permanent one on Mr. Blalock's property. And, Mr. Blalock has agreed to sign the application and agreement for service, if provided with a document/letter signed by both the legal representative and Mercy's office manager stating that he will not be charged for the meter, nor for the fee for a new membership, since Mercy illegally terminated the membership/account of Reba Ivey.

CONCLUSION

If Mercy continues in the path they have chosen, then additional discovery will be need, since the Commission staff will need statements from all office workers for Mercy since 2015. Commission staff will need the videos from every visit Mr. Blalock has made to Mercy since his mother's passing in January of 2015. Mr. Blalock has tried to comply with Mercy's requirements and policies for the service. And, according to Commission Rules, and the TWC, Mr. Blalock is entitled to service and does have a membership with Mercy. And, the reason Mercy has not received a copy personally from Mr. Blalock is because without him being allowed to file for the membership transfer and not knowing he needed to file an application and agreement for service (until recently), there has not been a

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reason for him to give Mercy's staff a copy. And, again, if you are not given full information, nor the opportunity, then actions that are required cannot be completed in a timely manner. So, it is Mercy that is acting outside of the state laws, Commission Rules, and their own tariff.

Mr. Blalock has done everything he thought he needed to do, according to the information given to him by the office staff at Mercy. If they would have told him of the requirements, then Mr. Blalock would have complied to them. And, the reason for Mr. Blalock refusing to sign the application and agreement for service sent to him by the legal representative for Mercy, is because he does not want to be opened up for charges that are not supposed to be charged to him, such as the cost for the meter or membership fee, since the membership of Reba Ivey was allegedly being illegally terminated and Mr. Blalock was denied the opportunity to transfer it. Examples in Mr. Blalock's past that would lend to the idea that he would do what he needed to make sure he met the requirements would include the fact that he was once an EMT and would have to regularly renew his certifications with the state, which may have included having to go back through the classes for the certifications if that was required no matter the amount of times he had taken the classes before.

It is on Mercy for the amount of time it has taken. It is on them for them not receiving a copy of the deed, which deeds are available to the public, so they would be able to look it up online or contact the County Clerk's office in San Jacinto County. Mercy has also stuck to the same arguments, despite the fact that even their own evidence proves the service and membership was for 1611 Bowen Loop, and that there was a verbal agreement with a representative of Mercy for the service and membership to remain under Mrs. Ivey's name since they were informed of Mrs. Ivey's passing and the service continuing with Mr. Blalock paying the bill each month. And, now that the Commission Staff are in agreeance that the service, meter, and membership go with 1611 Bowen Loop, Mercy is trying to change their arguments to discredit Mr. Blalock's claim to inheriting Mrs. Ivey's membership and his claim to the verbal agreement between him and a representative of Mercy, which will also fail since it is the corporation's fault that

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the application and agreement for service and transfer were not completed in a timely manner following the conclusion of the probate case surrounding Mrs. Ivey's estate.

REQUEST FOR RELIEF

Mr. Blalock respectfully request that the Commission Staff be granted their requested extension. He also request that Mercy be ordered to file a document stating that Mr. Blalock will not be charged for a membership, nor will he be charged for a meter being installed if one is required. The Document will need to be signed by the legal representative, Mr. Carlton, and the office manager of Mercy, and be notarized. Mr. Blalock request that he be allowed to wait for the document before filling out, signing, and filing the Application and Agreement for Service with Mercy, to allow him protection from being charged after the formal complaint is concluded because of Clauses within the Application and Agreement that would make him legally liable without such a document or without an order from the ALJ stating such.