

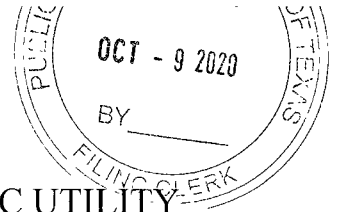


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COMPLAINT OF JOHN  
BLALOCK AGAINST  
MERCY WATER  
SUPPLY  
CORPORATION

PUBLIC UTILITY  
COMMISSION OF  
TEXAS

**FILLED OUT COPIES OF MERCY'S 'APPLICATION AND  
AGREEMENT FOR SERVICE' AND 'MEMBERSHIP TRANSFER'**

**What are the Documents for**

The documents are Mr. Blalock's attempt at a show of good faith, that if he had known about, or been allowed to complete, the paperwork included here on his previous contacts with Mercy Water Supply Corporation ("Mercy") that he would have completed them and filed copies of his deed for the property at 1611 Bowen Loop, Cleveland, Texas 77328. Mr. Blalock is doing this because of Mercy's claims that make it seem as if he refused or could not be concerned with completing the proper paperwork to put the membership, service, and meter in his name.

While Mr. Blalock has recently refused to fill out the paperwork for Mercy to file, when he was sent the paperwork from John Carlton, legal representative for Mercy. He did so on the legal basis that without an order from the Judge or a signed and notarized letter from Mercy stating that he would not be charged for a meter, membership fees (both the fees for the meter and membership are not applicable since the meter was already installed and Reba Ivey had/has a membership), or the fee to transfer the membership (since Mercy has refused on multiple occasions to allow for the Membership Transfer to be completed) that he would not sign the papers and send Mercy a copy, as there are clauses that would make him legally liable for said charges.

**The Filing with the PUC is not Permission for a Legally Binding Contract**

Mr. Blalock's filing of the 'Application and Agreement for Service' and the 'Membership Transfer' is not him entering into a legally binding contract with Mercy. He is providing these documents as evidentiary showing the current wording allows for charges by Mercy Water that are not applicable.

Mr. Blalock is willing to send a copy to Mercy, but only after there is documentation filed with the PUC stating that Mr. Blalock is protected from the clauses requiring him to pay for meter installation, membership fees for a new

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membership, or the fees to transfer his deceased mother's membership into his name.

### **Conclusion**

In summary, Mr. Blalock was willing to fill out and submit the paperwork at the time that he informed Mercy of his mother's death in January of 2015. And, again, when he appeared in person, at their office, with a copy of the deed after the probate case of his mother's estate was concluded later that same year. Mr. Blalock is also willing to send Mercy a copy of the paperwork (other than the one being sent for the Formal Complaint) after the requirements mentioned earlier in this document are fulfilled.

### **Request for Relief**

Mr. Blalock respectfully request that in the event that Mercy does not voluntarily file the document requested in this document, that the ALJ file an order protecting Mr. Blalock from those clauses. He requests this so that Mercy may get the forms they requested and has stated are required, and so that Mr. Blalock is not open to non-applicable charges.



**CORPORATION USE ONLY**

Date Approved: \_\_\_\_\_  
Service Classification: \_\_\_\_\_  
Cost: \_\_\_\_\_  
Work Order Number: \_\_\_\_\_  
Eng. Update: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Service Inspection Date: \_\_\_\_\_

**Mercy Water Supply Corporation**  
**SERVICE APPLICATION AND AGREEMENT**

**Please Print:** DATE 10 09 2020

APPLICANT'S NAME John Preston Blalock

CO-APPLICANT'S NAME \_\_\_\_\_

CURRENT BILLING ADDRESS:

FUTURE BILLING ADDRESS:

1611 Bowen Loop, Cleveland, Texas 77328

PHONE NUMBER - Home ( 832 ) 480 - 5371

Work (        )        -       

PROOF OF OWNERSHIP PROVIDED BY John Preston Blalock

DRIVER'S LICENSE NUMBER OF APPLICANT 11877271

LEGAL DESCRIPTION OF PROPERTY (Include name of road, subdivision with lot and block number)

1611 Bowen Loop, Cleveland, Texas 77328

PREVIOUS OWNER'S NAME AND ADDRESS (if transferring Membership)

Reba Ivey, 1611 Bowen Loop, Cleveland, Texas 77328

ACREAGE 7999

HOUSEHOLD SIZE 4

NUMBER IN FAMILY 4

LIVESTOCK & NUMBER 0

SPECIAL SERVICE NEEDS OF APPLICANT \_\_\_\_\_

NOTE: FORM MUST BE COMPLETED BY APPLICANT ONLY. A MAP OF SERVICE LOCATION REQUEST MUST BE ATTACHED.

The following information is requested by the Federal Government in order to monitor compliance with Federal laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.

☒ White, Not of Hispanic Origin    ☐ Black, Not of Hispanic Origin    ☐ American Indian or Alaskan Native    ☐ Hispanic    ☐ Asian or Pacific Islander    ☐ Other (Specify)    ☒ Male    ☐ Female

EQUAL OPPORTUNITY PROGRAM

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between

Mercy Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter called the Corporation) and John Preston Blalock  
(hereinafter called the Applicant and/or Member), Witnesseth:

The Corporation shall sell and deliver water service to the Applicant and the Applicant shall purchase, receive, and/or reserve service from the Corporation in accordance with the bylaws and tariff of the Corporation as amended from time to time by the Board of Directors of the Corporation. Upon compliance with said policies, including payment of a Membership Fee, the Applicant qualifies for Membership as a new applicant or continued Membership as a transferee and thereby may hereinafter be called a Member.

The Member shall pay the Corporation for service hereunder as determined by the Corporation's tariff and upon the terms and conditions set forth therein, a copy of which has been provided as an information packet, for which Member acknowledges receipt hereof by execution of this agreement. A copy of this agreement shall be executed before service may be provided to the Applicant.

The Board of Directors shall have the authority to discontinue service and cancel the Membership of any Member not complying with any policy or not paying any utility fees or charges as required by the Corporation's published rates, fees, and conditions of service. At any time service is discontinued, terminated or suspended, the Corporation shall not re-establish service unless it has a current, signed copy of this agreement.

If this agreement is completed for the purpose of assigning utility service as a part of a rural domestic water and/or wastewater system loan project contemplated with the Rural Development, an Applicant shall pay an Indication of Interest Fee in lieu of a Membership Fee for the purposes of determining:

- a. The number of taps to be considered in the design and
- b. The number of potential ratepayers considered in determining the financial feasibility of constructing
  - 1) a new water system or
  - 2) expanding the facilities of an existing water system.

The Applicant hereby agrees to obtain, utilize, and/or reserve service as soon as it is available. Applicant, upon qualification for service under the terms of the Corporation's policies, shall further qualify as a Member and the Indication of Interest Fee shall then be converted by the Corporation to a Membership Fee. Applicant further agrees to pay, upon becoming a Member, the monthly charges for such service as prescribed in the Corporation's tariff. Any breach of this agreement shall give cause for the Corporation to liquidate, as damages, the fees previously paid as an indication of interest. In addition to any Indication of Interest Fees forfeited, the Corporation may assess a lump sum of \$300.00 as liquidated damages to defray any losses incurred by the Corporation. If delivery of service to said location is deemed infeasible by the Corporation as a part of this project, the Applicant shall be denied Membership in the Corporation and the Indication of Interest Fee, less expenses, shall be refunded. The Applicant may re-apply for service at a later date under the terms and conditions of the Corporation's policies. For the purposes of this agreement, an Indication of Interest Fee shall be of an amount equal to the Corporation's Membership Fees.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter and/or wastewater connection is for the sole use of the Member or customer and is to provide service to only one (1) dwelling or one (1) business. Extension of pipe(s) to transfer utility service from one property to another, to share, resell, or submeter water to any other persons, dwellings, businesses, or property, etc., is prohibited.

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 to be chosen by the Corporation, and shall have access to its property and equipment located upon Member's premises at all reasonable and necessary times for any purpose connected with or in the furtherance of its business operations, and upon discontinuance of service the Corporation shall have the right to remove any of its equipment from the Member's property. The Member shall install, at their own expense, any necessary service lines from the Corporation's facilities and equipment to the point of use, including any customer service isolation valves, backflow prevention devices, clean-outs, and other equipment as may be specified by the Corporation. The Corporation shall also have access to the Member's property for the purpose of inspecting for possible cross-connections, potential contamination hazards, illegal lead materials, and any other violations or possible violations of state and federal statutes and regulations relating to the federal Safe Drinking Water Act or Chapter 341 of the Texas Health & Safety Code or and the corporation's tariff and service policies.

The Corporation is responsible for protecting the drinking water supply from contamination or pollution which could result from improper practices. This service agreement serves as notice to each customer of the restrictions which are in place to provide this protection. The Corporation shall enforce these restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by state regulations:

- a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contamination shall be isolated from the public water system by an airgap or an appropriate backflow prevention assembly in accordance with state regulations.
- b. No cross-connection between the public drinking water supply and a private water system is permitted. These potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an airgap or a reduced pressure-zone backflow prevention assembly and a service agreement must exist for annual inspection and testing by a certified backflow prevention device tester.

- c. No connection which allows condensing, cooling, or industrial process water to be returned to the public drinking water supply is permitted.
- d. No pipe or pipe fitting which contains more than .25 % lead may be used for the installation or repair of plumbing on or after September 1, 2014, at any connection which provides water for human consumption.
- e. No solder or flux which contains more than 0.2 % lead may be used for the installation or repair plumbing on or after July 1, 1988, at any connection which provides water for human consumption.

The Corporation shall maintain a copy of this agreement as long as the Member and/or premises is connected to the public water system. The Member shall allow their property to be inspected for possible cross-connections, potential contamination hazards, and illegal lead materials. These inspections shall be conducted by the Corporation or its designated agent prior to initiating service and periodically thereafter. The inspections shall be conducted during the Corporation's normal business hours.

The Corporation shall notify the Member in writing of any cross-connections or other undesirable practices which have been identified during the initial or subsequent inspection. The Member shall immediately correct any undesirable practice on their premises. The Member shall, at their expense, properly install, test, and maintain any backflow prevention device required by the Corporation. Copies of all testing and maintenance records shall be provided to the Corporation as required. Failure to comply with the terms of this service agreement shall cause the Corporation to either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the service connection. Any expenses associated with the enforcement of this agreement shall be billed to the Member.

In the event the total water supply is insufficient to meet all of the Members, or in the event there is a shortage of water, the Corporation may initiate the Emergency Rationing Program as specified in the Corporation's Tariff. By execution of this agreement, the Applicant hereby shall comply with the terms of said program.

By execution hereof, the Applicant shall hold the Corporation harmless from any and all claims for damages caused by service interruptions due to waterline breaks by utility or like contractors, tampering by other Member/users of the Corporation, normal failures of the system, or other events beyond the Corporation's control.

The Applicant shall grant to the Corporation permanent recorded easement(s) dedicated to the Corporation for the purpose of providing reasonable rights of access and use to allow the Corporation to construct, maintain, replace, upgrade, parallel, inspect, test and operate any facilities necessary to serve that Applicant as well as the Corporation's purposes in providing system wide service for existing or future members.

By execution hereof, the Applicant shall guarantee payment of all other rates, fees, and charges due on any account for which said Applicant owns a Membership. Said guarantee shall pledge any and all Membership Fees against any balance due the Corporation. Liquidation of said Membership Fees shall give rise to discontinuance of service under the terms and conditions of the Corporation's tariff.

By execution hereof, the Applicant agrees that non-compliance with the terms of this agreement by said Applicant shall constitute denial or discontinuance of service until such time as the violation is corrected to the satisfaction of the Corporation.

Any misrepresentation of the facts by the Applicant on any of the four pages of this agreement shall result in discontinuance of service pursuant to the terms and conditions of the Corporation's tariff.

John Blalock  
Applicant Member

\_\_\_\_\_  
Date Approved

#### SERVICE REQUIREMENTS

1. All outside faucets must have **a hose bib vacuum breaker**. Available at most hardware stores.
2. There needs to be an **air gap** between lines connected to Mercy Water Supply Corporation and any private well,
3. Service line should be Schedule 40 PVC, SDR 21, or SDR 26.
4. **Shut-Off Valve** on the customer side of the water meter, preferable just outside the meter.
5. Water lines must be at least **9 feet** from septic tank, field lines, or sewer lines.
6. Plumbing facilities should contain **no more than .25% lead and so solder or flux can contain more the 0.2% lead** when water is used for drinking or preparing food.
7. One household per meter.

**Please sign to acknowledge that you have read and understand this information.**

John Blalock  
Sign

10.09.2020

\_\_\_\_\_  
Date

#### **Member/Applicant Emergency/Repair Request Agreement**

I, \_\_\_\_\_ (name), the member, request that the Corporation notify the person(s) listed below, or turn off meter service.

#### **In case of emergency contact:**

- |                |              |
|----------------|--------------|
| 1. Name: _____ | Phone: _____ |
| 2. Name: _____ | Phone: _____ |
| 3. Name: _____ | Phone: _____ |

**YES/NO** I hereby authorize the Mercy Water Supply Corporation personnel to **TURN OFF METER VALVE** in case of a leak or other type of emergency on my property.

I also understand and acknowledge that the Corporation in under no obligation or liability to look for any leaks occurring on my property and that the Corporation may not know when or if a leak is on my property.

Sign: John Blalock

Date: 10.09.2020



**YOU CAN NOW REQUEST THAT PERSONAL INFORMATION  
CONTAINED IN OUR UTILITY RECORDS  
NOT BE RELEASED TO UNAUTHORIZED PERSONS**

The Texas Legislature has enacted a bill, which was effective September 1, 1993, allowing publicly-owned utilities to give their customers the option of making the customer's address, telephone number, account records, and social security number confidential. {TX Utility Code Confidential, Subchapter B. 182.052 (a)}

*IS THERE A CHARGE FOR THIS SERVICE?*

Yes. There is a one-time charge of \$1.00 to cover the cost of postage and implementation which must be paid at the time of request.

*HOW CAN YOU REQUEST THIS?*

Simply complete the form at the bottom of this page and return it with your check or money order for \$1.00 to:

Mercy Water Supply Corporation  
51 Perry Lane  
Cleveland, Texas 77328  
281-593-1177

Your response is not necessary if you do not want this service.

**WE MUST STILL PROVIDE THIS INFORMATION UNDER LAW TO CERTAIN PERSONS.**

We must still provide this information to (1) an official or employee of the state or a political subdivision of the state, or the federal government acting in an official capacity; (2) an employee of a utility acting in connection with the employee's duties; (3) a consumer reporting agency; (4) a contractor or subcontractor approved by and providing services to the utility or to the state, a political subdivision of the state, the federal government, or an agency of the state or federal government; (5) a person for whom the customer has contractually waived confidentiality for personal information; or (6) another entity that provides water, wastewater, sewer, gas, garbage, electricity, or drainage service for compensation.

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**Detach and Return This Section**

Yes, I want you to make my personal information (address, telephone number, and social security number) confidential. I have enclosed my payment of \$1.00 for this service.

\_\_\_\_\_  
*Name of Account Holder*

\_\_\_\_\_  
*Account Number*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Area Code/Telephone Number*

\_\_\_\_\_  
*City, State, Zip Code*

\_\_\_\_\_  
*Signature*

**Mercy Water Supply Corporation  
51 Perry Lane  
Cleveland, Texas 77328  
281-593-1177 (Phone) 281-593-2664(Fax)**

**MEMBERSHIP TRANSFER AUTHORIZATION**

Transferor hereby surrenders Membership in the MWSC by execution of the attached Stock Certificate. Water service rights granted by Membership and other qualification hereby cease contingent upon further qualification of the Transferee in accordance with the policies of the MWSC.

By execution hereof, the undersigned hereby acknowledges that the Membership Transfer complies with the terms of one of the following items (1) through (4), thereby qualifying for transfer of Membership in accordance with the laws of the State of Texas.

- (1) The Membership is transferred by will to a person related to the Transferor within the second degree by consanguinity; or
- (2) The Membership is transferred without compensation to a person related to the Transferor within the second degree by consanguinity; or
- (3) The Membership is transferred without compensation or by sale to the Corporation; or
- (4) The Membership is transferred as a part of the conveyance of real estate from which the Membership arose.

Transferee understands that qualification for Membership is not binding on the Corporation and does not qualify Member for continued water service unless the following terms and conditions are met:

- (1) This Membership Transfer Authorization Form is completed by the Transferor and Transferee;
- (2) The Transferee has completed the required Application Packet;
- (3) All indebtedness due the Corporation has been paid;
- (4) The Membership Certificate has been surrendered, properly endorsed, by the record Transferor;
- (5) The Transferee demonstrates satisfactory evidence of ownership of the property designated to receive service and from which the Membership originally arose; and
- (6) Any other terms and conditions of the Corporation's Tariff are properly met.

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Signature of Transferor

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*John Blalock*  
Signature of Transferee

**MEMBERSHIP TRANSFER AUTHORIZATION (CONTINUED)**

Reba Ivey  
Transferor's Name

Deceased  
Forwarding Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone

Account Number \_\_\_\_\_

Final Reading \_\_\_\_\_

Reading Date \_\_\_\_\_

Location of Meter 1601 Bowen Loop, Cleveland, Texas 77328

John Blalock  
Transferees Name

1611 Bowen Loop  
Current Address

Cleveland, Texas 77328  
City, State, Zip Code

(832) 480-5371  
Phone

Note: A processing fee of \$ 20.00 is charged to the Transferee on all transfers.

Transferor may be due a refund of the Membership Fee, and Transferee understands that he/she must place on deposit a refundable Membership Fee with the Corporation.

**ACKNOWLEDGEMENT**

The State of Texas  
County of \_\_\_\_\_

IN WITNESS WHEREOF the said Transferor and Transferee have executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

\_\_\_\_\_  
known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledge to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(seal)

\_\_\_\_\_  
Notary Public's Signature