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To Whom It May Concern:

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This letter is to address concerns held by me, John Blalock, and should not be considered a Request for Information ("RFI") as I am posing the questions without an expectation for a response. As I ponder over and reread documents filed/statements made I believe my concerns may help to expedite the current situation to an agreeable end.

Was it a Transfer or Not

There have been many questions to arise in response to Mercy Water Supply Corporation's ("Mercy") responses to the RFI(s) submitted to their corporation. More specifically on the matter of if Reba Ivey's ("Ms. Ivey") membership/account was/was not transferred to Adrian Rodz ("Mr. Rodz"). In relation to this matter, I would kindly ask that the following be taken into consideration by all parties:

1. In item 10 of the record (September 17, 2020), in Section III. Factual Background, it states, "As a result of transfer of membership...".
2. In the Affidavit of Kelley Allbright, bullet point 8 contains the statement, "...transfer the meter's account to his name..."
3. In the Affidavit of Kelley Allbright, bullet point 9 it contains the statement, "...transferred Ms. Ivey's account to himself..."

4. In the Commission Staff's RFI to Mercy, 'Staff 1-12' asks, "Admit or deny that Ms. Ivey's Mercy membership was transferred to Mr. Adrian Rodz." Mercy responded to that RFI with, "Deny. Please also see Mercy's response to Staff RFI 1-30."
5. In Commission Staff's RFI to Mercy, 'STAFF 1-30' states, "Please provide the basis on which Ms. Ivey's membership was transferred to Mr. Adrian Rodz." Mercy responded, "Ms. Ivey's membership was not transferred to Mr. Rodz. Mercy reassigned the cancelled Membership in accordance with Texas Water Code Section 67.016(g), which requires Mercy to "reassign canceled stock or a canceled membership or other right of participation to a person or entity that acquires the real estate from which the membership or other right of participation arose through judicial or nonjudicial foreclosure." TWC § 67.016(g). Mercy's Tariff also requires such a reassignment of cancelled Membership in accordance with Section E, paragraph 18(g)(2). Mercy Water Supply Corporation's Response to Complaint at 34–35, Exhibit A at 24–25 (Sept. 24, 2020)

I would like to ask which of these statements the Commission Staff, the Administrative Law Judge ("ALJ"), and myself are supposed to take as the accurate statements? As the only document that contends that the

membership/account was not transferred is a statement from Mercy's response to the RFI from Commission Staff.

I offer the above examples as ponderance of evidence on the question of was it or was it not a transfer of membership, and that they should be able to answer the question.

Questions of Eligibility

The next question that has been raised is if I, John Blalock, do or do not meet the requirements for both membership and service with Mercy. Mercy has raised this question in both the Informal and Formal Complaint proceedings. But, in both instances, Mercy has not specified how I do not meet the requirements as they are stated in Mercy's tariff. They just point to the sections of their tariff that show the requirements, or on what grounds they say they can deny service. But they never point to specific requirements that I do not meet, or the specific reason that they are using to deny me service. I present the following example(s) to show that they do not specify:

1. 'STAFF 1-20' states "Please produce all documentation showing that Mr. Blalock failed to comply with conditions relating to the transfer of Ms. Ivey's membership to himself or receipt of water service." In response to this Mercy stated, "Please see Mercy's Tariff, Section E,

paragraphs 10, discussing Denial of Service, and 18, discussing Membership eligibility, Membership, and the requirements to transfer Membership. Mercy Water Supply Corporation's Response to Complaint at 27–28, 33–35, Exhibit A at 17–18, 23–25 (Sept. 24, 2020).”

I have contended their points on the paperwork, as they were mentioned in documents, such as Mercy's response to the first position filed by Commission Staff (the one signed by David Hoard), by filling out the paperwork with certain conditions tied to when and how it can be considered binding. I have also argued that if I had been informed of what paperwork I needed to fill out, then I would have done it and paid the fees required.

I have also pointed out that within the 5 years, since my mother's passing, Mercy has never declined a payment from myself or a member of my household for the water service, which means until this complaint arose Mercy considered me a customer.

QUESTIONS OF LAND PROPERTY, RECORDS, AND METERS

Mercy, in their response to the RFI from Commission Staff, have raised questions on their record keeping, when it comes to the land property of their customers. I present the following as examples:

1. In response to request, such as 'STAFF 1-6', Mercy stated that they did not have enough information to answer the RFI, and that it was unclear which tract kept the address of 154 Bowen Road and which one received the address of 159 Bowen Road.
 - i. The partition deed specifies which piece of property Reba Ivey (Northern Tract) and Gloria Meeks (Southern Tract) received.
 - ii. Then their files show Reba Ivey's address as 154 Bowen Road (changing to 1611 Bowen Loop) and Gloria Meeks address as 159 Bowen Road (changing to 1601 Bowen Loop).
2. Mercy has also left information out of the records for Reba Ivey (e.g. the check that was issued as part of the alleged liquidation of her account) and Gloria Meeks (e.g. the warranty deed that would have been filed with her 'Application and Agreement for Service').
3. Mercy has claimed that the meter, the complaint before the PUC arose from, is for the Southern Tract, but the records submitted show that the meter for the Southern Tract was removed in 2001, which means the meter left was/is meant for the Northern Tract.
4. Mercy has also claimed that they believed Ms. Ivey had an ownership interest in Ms. Meeks property, and vice versa. This statement was

made in despite of the fact that the partition deed from 1986 clearly states that their properties are separate.

FAILURES TO FOLLOW PROCEDURES

Mercy has all but fully admitted that they have not followed their procedures as they pertain to this situation. Their Board never met to approve the liquidation of Ms. Ivey's account/membership, nor to reassign/transfer the membership/account to Mr. Rodz.

CONCLUSION

I am disgusted with the actions of both Mercy and their legal representation in this matter. The above letter calls into question the credibility and integrity of all parties associated with the defense of Mercy.

I have not commented on every aspect of this complaint proceeding, as I learned long ago not to put all of my cards on the table. I have commented on the most relevant issues to the matter at hand, which can be simplified to who/which property does the meter belong. As my mother would say, "The Devil is in the details", in this proceeding the details are the very records that have been submitted by Mercy.

I respectfully send/submit this letter to all parties of this proceeding for review. As stated above it is not a request for information, as I do not expect a

response. However, any question(s) anyone may have I will gladly discuss within reason.

It is my hope that this letter will help the proceeding to get back to the original complaints/claims of the termination of water service and move more smoothly to a conclusion.

I thank you for the time it took to read this.

Respectfully,

/s/ John Preston Blalock