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TARIFF CONTROL NO. 51438

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2021 FEB 11 PM 1:33

APPLICATION OF BLESSING MOBILE §  
HOME PARK FOR PASS THROUGH §  
RATE CHANGE §

PUBLIC UTILITY COMMISSION  
PUBLIC UTILITY COMMISSION  
FILING CLERK  
OF TEXAS

**BLESSING MOBILE HOME PARK'S  
RESPONSE TO ORDER NO. 6 REQUIRING CLARIFICATION**

COMES NOW, Blessing Mobile Home Park ("Blessing") and files this its Response to Order No. 6 Requiring Clarification and, in support thereof, would show the following:

**I. BACKGROUND**

On October 16, 2020, Blessing filed an application to implement a pass-through rate increase ("Application"), pursuant to 16 Texas Administrative Code ("TAC") § 24.25(b)(2)(C)-(F), seeking an increase to its water pass-through rate from \$2.88 to \$3.45 per 1,000 gallons and increasing its wastewater pass-through rate from \$4.15 to \$4.45 per 1,000 gallons.<sup>1</sup> The Staff of the Public Utility Commission of Texas ("Staff") filed its Recommendation on the Application and Notice on November 16, 2020, recommending the pass-through rates requested pursuant to the Application be approved and Blessing's notice be deemed sufficient.<sup>2</sup> On December 14, 2020, Blessing and Staff filed the Joint Proposed Notice of Approval and Motion to Admit Evidence in Support Thereof.<sup>3</sup>

The Administrative Law Judge ("ALJ") issued an order on January 20, 2021, which required a response from Blessing by January 27, 2021 ("Order No. 6").<sup>4</sup> On January 26, 2021, Blessing filed an Unopposed Request for Extension, which was granted on January 28, 2021, and stated that "by February 11, 2021, Blessing must file its respon[se] to the ALJ's Order No. 6."<sup>5</sup> Blessing's Response to Order No. 6 is timely filed.

<sup>1</sup> Pass-Through Application (Oct. 16, 2020).

<sup>2</sup> Commission Staff's Recommendation on the Application and Notice at 2 (Nov 16, 2020).

<sup>3</sup> Joint Proposed Notice of Approval and Motion to Admit Evidence in Support Thereof (Dec 14, 2020)

<sup>4</sup> Order Requiring Clarification from Applicant (Jan. 20, 2021).

<sup>5</sup> Unopposed Request for Extension (Jan. 26, 2021); Order Granting Extension (Jan. 28, 2021).

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## II. CLARIFICATION PER ORDER NO. 6

Blessing presents the following information and evidence in response to Order No. 6, which required Blessing to “provide evidence of the nature of the legal relationship between R&R and Lewis Stonegate and must provide evidence as to whether the relationship meets the intent of Texas Water Code (TWC) § 13.242”:

Under TWC Section 13.242, unless otherwise specified, a utility is required to obtain a Certificate of Convenience and Necessity (“CCN”) before “in any way render[ing] retail water or sewer utility service directly or indirectly to the public.”<sup>6</sup> With the exception of certain municipalities and water supply corporations, a person generally may not construct facilities to provide water service to multiple properties within an area already certificated.<sup>7</sup> Here, only Blessing operates within its CCN Nos. 11986 and 20653 for water and sewer service, respectively, under the terms agreed to in the August 8, 2013, First Amended and Restated Wholesale Water Supply and Wastewater Collection and Treatment Agreement (“Amended Agreement”).<sup>8</sup> This meets the requirements set forth in TWC Section 13.242.

On or about January 27, 2000, R&R Mobile Joint Venture (“R&R”), the original owner of the real estate that comprises Blessing Mobile Home Park and owner of the utility, entered into a 30-year Wholesale Water Supply and Wastewater Collection and Treatment Agreement with the City of Round Rock (“Original Agreement”).<sup>9</sup> This Original Agreement provided for water and sewer services within Blessing’s CCN No. 11986 for water service and CCN No. 20653 for sewer service.<sup>10</sup> R&R and the City of Round Rock entered into a First Amended and Restated Wholesale Water Supply and Wastewater Collection and Treatment Agreement on or about August 8, 2013 (“Amended Agreement”).<sup>11</sup> Subsequently, R&R entered into an Assignment Agreement with Blessing-Stonegate, L.P. D/B/A Blessing Mobile Home Park, which assigned R&R’s interests and

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<sup>6</sup> TWC § 13.242(a)

<sup>7</sup> *Id.* § 13.242(b).

<sup>8</sup> *See* Pass through Application, Attachment B at 6–30; Assignment Agreement between R&R and Blessing (Aug. 8, 2013) (A true and correct copy of the Assignment Agreement is attached hereto and incorporated herein as Exhibit A).

<sup>9</sup> *See* Pass-Through Application at 7.

<sup>10</sup> *Id.*

<sup>11</sup> *Id.*

rights under the Amended Agreement to Blessing-Stonegate, L.P., and was effective as of August 8, 2013.<sup>12</sup> Blessing-Stonegate, L.P., is now known as Lewis Stonegate, L.P., and conducts business as “Blessing Mobile Home Park”.<sup>13</sup> Pursuant to the Assignment Agreement, Blessing holds the rights, interests, and responsibilities of CCN Nos. 11986 and 20653 for water and sewer service, respectively, and the Amended Agreement.

### III. CONCLUSION

WHEREFORE, PREMISES CONSIDERED, Blessing Mobile Home Park respectfully requests that an order be issued finding its Application complete and notice sufficient, and for all such other and further relief to which it may show itself to be entitled.

Respectfully submitted,


By: 

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ATTORNEY FOR BLESSING MOBILE HOME  
PARK

### CERTIFICATE OF SERVICE

I hereby certify that I have served or will serve a true and correct copy of the foregoing document via hand delivery, facsimile, electronic mail, overnight mail, U.S. mail and/or Certified Mail Return Receipt Requested to all parties on this the 11<sup>th</sup> day of February 2021.

  
\_\_\_\_\_  
John Carlton

<sup>12</sup> Assignment Agreement between R&R and Blessing, Exhibit A.

<sup>13</sup> *Id.*

# Exhibit A

## ASSIGNMENT AGREEMENT

This Assignment Agreement (Assignment) is made and entered into by and between the R&R Mobile Joint Venture (R&R or Assignor) and Blessing-Stonegate, L.P. D/B/A Blessing Mobile Home Park (Blessing or Assignee). R&R and Blessing may be referred to herein as a "Party" or collectively as the "Parties."

### RECITALS

WHEREAS, the City of Round Rock (City) and R&R previously entered into a Wholesale Water Supply and Wastewater Collection and Treatment Agreement, effective January 27, 2000;

WHEREAS, the City and R&R then entered into a First Amended and Restated Wholesale Water Supply and Wastewater Collection and Treatment Agreement (Amended Wholesale Agreement) on August 8, 2013; and

WHEREAS, R&R desires to assign its rights and interests under the Amended Wholesale Agreement to Blessing, and Blessing desires to assume such rights and interests.

NOW, THEREFORE, the Parties agree as follows:

### AGREEMENT

1. **Assignment.** Subject to all the terms and conditions of the Amended Wholesale Agreement and this Assignment, as of Effective Date, Assignor assigns its interests and rights under the Amended Wholesale Agreement to Assignee.
2. **Governing Law.** This Assignment is construed and interpreted in all respects in accordance with the laws of the State of Texas without regard to its conflicts of laws provisions. The forum for any dispute arising under this Assignment shall be exclusive in the federal and state courts located in Williamson County, Texas. Each Party submits to the jurisdiction of such courts and expressly waives any objection as to personal jurisdiction or forum non-convenes.
3. **Effect of Assignment.** This Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, personal representatives, successors, and permitted assigns.
4. **Effective Date.** The effective date of this Agreement is August 8, 2013.

*(signature page to follow)*

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives.

**Assignor:**

**Assignee:**

R&R MOBILE JOINT VENTURE

BLESSING-STONEGATE, L.P.  
D/B/A BLESSING MOBILE HOME PARK

By: 

By: 

Title: Partner

Title: Partner

Date: \_\_\_\_\_

Date: \_\_\_\_\_