

BEFORE THE  
CITY COUNCIL OF GALVESTON, TEXAS

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CATHY CURRY

FEB 23 1998

PETITIONER

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PETITION FOR REDRESS

OF GRIEVANCES

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Stephen C. McIntyre  
Attorney at Law  
SBN# 13685700  
GULF COAST LEGAL FOUNDATION  
1st Floor - U.S. National Bank  
2201 Market Street  
Galveston, Texas 77550  
(409) 763-0381  
(800) 551-3712  
FAX (409) 762-5739

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TO THE GALVESTON CITY COUNCIL:

I.  
INTRODUCTORY STATEMENT

1. The American way of life has progressed and developed since the Revolution of 1776. All of us recognize certain political and economic rights which protect the dignity and freedom of the individual:

- right to bargain with our employers,
- right to contract about our affairs, and
- right to the service of government as a protector and referee.

2. This last right encompasses several different fundamental principles. First, to provide protection to individuals through the police powers of government so that each individual may enjoy their freedom and liberty without undue interferences from others. Second, to provide protection to the weak and unfortunate among us who need a social safety net - economic assistance for the truly

needy. And third, to insure that fair procedures and practices are in place to protect the political and economic well being of all of us.

3. This petition is being filed because of the legitimate concern of the petitioner that some of these fundamental principles are in jeopardy by the water service termination procedures of the City of Galveston.

## II JURISDICTION

4. Under the Texas Constitution our Bill of Rights provides:

The citizens shall have the right, in a peaceable manner, to assemble together for their common good; and apply to those invested with the powers of government for redress of grievances or other purpose, by petition, address or remonstrance.

Vernons Annotated Tex. Const., Art. 1 §27.

5. Petitioner requests the City Council of Galveston to seriously consider the grievances that are 'detailed in this petition and after due consideration grant the relief requested by petitioner.

## III PETITIONER

6. Cathy Curry has standing to file this petition of grievances because she was recently threatened with the termination of her water service by the City of Galveston.

IV

STATEMENT OF FACTS

7. Cathy Curry has had trouble paying her water bill. She is not alone. She failed to pay her September bill and then was sent a "final notice" October bill. She was able to raise money from her family and paid her September bill. Later she was able to borrow more money from family members and paid her October bill. It is unknown at this time whether she will have future problems.

8. On information and reasonable belief the following is the policy of the Water Department of the City of Galveston:

\*Refuse to hook up new tenants if there is an outstanding water bill from a previous tenant.

\*Request that a new tenant pay the outstanding water bill of a previous tenant.

\*Water customers receive monthly blue bills. If they are delinquent their next monthly bill will be red and will state "final notice."

\*The Water Department will sometimes adjust water bills if there is a water leak.

\*If there is a financial problem the Water Department may refer water customers to various local agencies for financial assistance.<sup>1</sup>

\*Water Department employees will allow a water customer to speak to a supervisor if there is a problem.

\*Water customers have a right to review their previous bills.

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<sup>1</sup>. The Galveston County Social Service Department will assist on a water bill up to \$35 each month. If an applicant for county assistance is denied help they will be provided a written notice of the decision and procedures to appeal the decision. See Wvdermver v. Galveston County, et al, 95CV0844 (10th D.C. Galveston Cty., Tx.) (settled on 6/27/96).

\*The Water Department will not enter into a payment arrangement with customers.

\*A termination letter is sent out to about 90% of the customers facing termination. However, a user's service may be terminated at any time after receiving the red "final notice" card which may be before the letter is ever mailed.

9. The City of Galveston did not provide petitioner a written notice of any of the termination procedures or office policies set forth above. It is unknown whether internal documents setting forth the procedures and policies exist. It is possible a few customers have been provided oral, and different, versions of the termination procedures and policies. It is probable that many customers have never been provided information about these procedures and policies.

V.

ARGUMENT

10. The continued failure of the City of Galveston to provide a written notice of the water termination procedures and policy is an arbitrary and capricious abuse of its duty to the poor residents of Galveston and a violation of the due process clause of the Constitution of Texas and the United States of America.

11. The City of Galveston's final notice given to Ms. Curry is similar to the one used in Memphis, Tennessee twenty years ago. In Memphis the notices simply recited that payment was overdue and that service would be disconnected if payment was not made by a date certain. The United States Supreme Court found this kind of

notice inadequate, reasoning as follows:

Petitioners' notification procedure, while adequate to apprise the Crafts of the threat of termination of service, was not "reasonably calculated" to inform them of the availability of an "opportunity" to present their objections to their bills."

Memphis Light, Gas, and Water Division v. Craft, 436 U.S. 1, 98 S.Ct. 1554,1563 (1978).

12. The court's decision in Bradford v. Edelstein, 467 F. Supp 1361 (S.D. Tex. 1979), provides further instruction on the due process problems with Galveston's procedures. In Bradford, the utility asserted that because no dispute existed over the amount or propriety of the bill, the plaintiff was not entitled to notice or a hearing prior to termination of the service. The court rejected this view and held that "Craft establishes that utility services such as those involved herein are essential, and that the termination thereof, for whatever reason, should not be undertaken without adequate notice and opportunity to contest the termination." Id. at 1371. In sum, both Craft and Edelstein counsel that Galveston's practice challenged here is constitutionally flawed.

If a customer is given adequate notice and opportunity to respond to the threat of termination, many situations could be cleared up to the satisfaction of all involved without the sudden and complete termination of such essential services.

Id. at 1371.

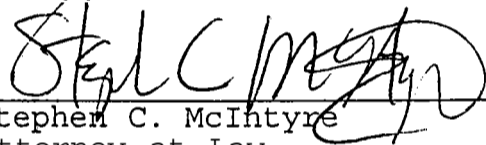
The current lack of notice and informal information process should be changed to better protect indigent consumers of water in Galveston.

PRAYER

Wherefore, Petitioner respectfully prays that the City Council of Galveston award the following relief:

1. Conduct an investigation and evaluation of the procedures and policy currently utilized by the Water Department to terminate water service.
2. After completing the investigation and evaluation, conduct a public hearing to discuss and review the Galveston procedures and policy.
3. After completion of the hearing order the Water Department to adopt adequate procedures and policy to protect the due process rights of indigent Galveston residents.
4. Such other reasonable relief that will insure that the water service of indigent Galveston residents is not unfairly terminated as may be just and proper under the circumstances.

RESPECTFULLY SUBMITTED :

  
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Stephen C. McIntyre  
Attorney at Law  
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