



Aqua Pennsylvania, Inc.
762 W. Lancaster Avenue
Bryn Mawr, PA 19010

www.aquapennsylvania.com

VIA OVERNIGHT MAIL

May 14, 2010

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17105-3265

RECEIVED

MAY 14 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RE: ***Barbara Ann Bady v. Aqua Pennsylvania, Inc.***
PUC Docket No. C-2010-2171483

Dear Secretary Chiavetta:

Please be advised that the above-captioned complaint has been resolved pursuant to an agreement reached between Complainant and Aqua Pennsylvania, Inc.

This letter shall serve as a certification pursuant to 52 Pa. Code 5.24(b) that there is satisfaction with the manner in which we have resolved this complaint. By copy of this letter, Complainant is advised of the right to object to this Certificate of Satisfaction within 10 days from the date of this letter by communicating that objection to the Secretary of the Commission.

If the Complainant does not object, please mark this matter closed and consider the complaint as having been withdrawn.

Sincerely,

Mary McFall Hopper
Regulatory Counsel
(610) 645-1170

cc: Susan S. Strong, Esquire

Terms And Conditions

Definitions On this Airbill, "we," "our," "us," and "FedEx" refer to Federal Express Corporation, its employees, and agents. "You" and "your" refer to the sender, its employees, and agents.

Agreement To Terms By giving us your package to deliver, you agree to all the terms on this Airbill and in the current FedEx Service Guide, which is available upon request. You agree to those terms on behalf of any third party with an interest in the package. If there is a conflict between the current FedEx Service Guide and this Airbill, the current FedEx Service Guide will control. No one is authorized to change terms of our Agreement.

Responsibility For Packaging And Completing Airbill You are responsible for adequately packaging your goods and properly filling out this Airbill. If you omit the number of packages and/or weight per package, our billing will be based on our best estimate of the number of packages we received and/or an estimated "default" weight per package as determined by us.

Responsibility For Payment Even if you give us different payment instructions, you will always be primarily responsible for delivery costs, as well as any cost we incur in either returning a package to you or warehousing it pending disposition.

Limitations On Our Liability And Liabilities Assumed

Our liability in connection with this shipment is limited to the lesser of your actual damages or \$100, unless you declare a higher value, pay an additional charge, and document your actual loss in a timely manner. You may pay an additional charge for each additional \$100 of declared value. The declared value does not constitute, nor do we provide, cargo liability insurance.

In any event, we will not be liable for any damage, whether direct, incidental, special, or consequential, in excess of the declared value of a shipment, whether or not FedEx had knowledge that such damages might be incurred, including but not limited to loss of income or profits.

We won't be liable:

- for your acts or omissions, including but not limited to improper or insufficient packing, securing, marking, or addressing, or those of the recipient or anyone else with an interest in the package.
- if you or the recipient violates any of the terms of our Agreement.
- for loss of or damage to shipments of prohibited items.
- for loss, damage, or delay caused by events we cannot control, including but not limited to acts of God, perils of the air, weather conditions, acts of public enemies, war, strikes, civil commotions, or acts of public authorities with actual or apparent authority.

Declared Value Limits

- The highest declared value allowed for a FedEx Envelope or FedEx Pak shipment is \$500.
- For other shipments, the highest declared value allowed is \$50,000 unless your package contains items of extraordinary value, in which case the highest declared value allowed is \$500.
- Items of extraordinary value include shipments containing such items as artwork, jewelry, furs, precious metals, negotiable instruments, and other items listed in the current FedEx Service Guide.
- You may send more than one package on this Airbill and fill in the total declared value for all packages, not to exceed the \$100, \$500, or \$50,000 per package limit described above. (Example: 5 packages can have a total declared value of up to \$250,000.) In that case, our liability is limited to the actual value of the package(s) lost or damaged, but may not exceed the maximum allowable declared value(s) or the total declared value, whichever is less. You are responsible for proving the actual loss or damage.

Filing A Claim YOU MUST MAKE ALL CLAIMS IN WRITING and notify us of your claim within strict time set out in the current FedEx Service Guide.

You may call our Customer Service department 1.800.GoFedEx 1.800.463.3339 to report a claim; you must still file a timely written claim. We are not to act on any claim until you have paid all transit charges, and you may not deduct the amount of loss from those charges.

If the recipient accepts your package without a signature on the delivery record, we will assume the package was delivered in good condition. For us to process your claim, you must make the original shipping cartons and labels available for inspection.

Right To Inspect We may, at our option, open and inspect your packages before or after you give them to the carrier.

Right Of Rejection We reserve the right to refuse a shipment when such shipment would be likely to result in delay or damage to other shipments, equipment, personnel; or if the shipment is prohibited by law. A refusal to ship would violate any terms of our Airbill or FedEx Service Guide.

C.O.D. Services C.O.D. SERVICE IS NOT AVAILABLE ON THIS AIRBILL. If C.O.D. Service is required, please use a separate C.O.D. Airbill.

Air Transportation Tax Included A federal tax when required by the Internal Revenue Code is included in the transportation portion of this service, if any, is payable by you.

Money-Back Guarantee In the event of untimely delivery, FedEx will, at your request and with some limitations, refund or credit all transportation charges. See the current FedEx Service Guide for more information.

fedex.com 1.800.GoFedEx 1.800.463.3339



8705 2589 8956

0200 Form ID No.

FedEx Retrieval Copy

1 From
Date 3/14/10 Sender's FedEx Account Number 234016814

Sender's Name Mary McFall Hopper Phone 610 675-1170

Company Agua Pennsylvania, Inc

Address 762 West Lancaster Avenue Dept./Floor/Suite/Room

City Bryn Mawr State Pa ZIP 19010

2 Your Internal Billing Reference FE-311-675831-RSC/PAW

3 To
Recipient's Name Rosemary Chiquetta Phone

Company PA PUC HOLD Weekday HOLD Saturday

Address 400 North Street Dept./Floor/Suite/Room

Address Commonwealth Keystone Bldg

City Harrisburg State Pa ZIP 17120



8705 2589 8956

4a Express Package Service *To most locations. Packages up to 150 lbs.

- FedEx Priority Overnight Next business morning** Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- FedEx Standard Overnight Saturday Delivery NOT available.
- FedEx First Overnight Earliest next business morning delivery to select locations. Saturday Delivery NOT available.
- FedEx 2Day Second business day** Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- FedEx Express Saver Third business day** Saturday Delivery NOT available.

4b Express Freight Service **To most locations. Packages over 150 lbs.

- FedEx 1Day Freight Next business day** Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- FedEx 2Day Freight Second business day** Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.
- FedEx 3Day Freight Third business day** Saturday Delivery NOT available.

5 Packaging *Declared value limit \$500.

- FedEx Envelope*
- FedEx Pak* Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak.
- FedEx Box 4
- FedEx Tube 1
- Other

6 Special Handling and Delivery Signature Options

3 SATURDAY DELIVERY

- No Signature Required Package may be left without obtaining a signature for delivery.
- Direct Signature Someone at recipient's address may sign for delivery. Fee applies.
- Indirect Signature If no one is available at recipient's address, someone at a neighboring address may sign for delivery. Fee applies for residential deliveries only. Fee applies.

Does this shipment contain dangerous goods? One box must be checked.

- No
- Yes As per attached Shipper's Declaration.
- Yes Shipper's Declaration not required.
- Dry Ice Dry Ice, 9 UN 1845 x kg
- Cargo Aircraft Only

7 Payment Bill to: Enter FedEx Acct. No. or Credit Card No. below.

- Sender's Acct. No. in Section 1 of this Airbill
- Recipient
- Third Party
- Credit Card
- Cash/Check

Total Packages 1 Total Weight 1 lbs. Credit Card Auth.

*Our liability is limited to \$100 unless you declare a higher value. See the current FedEx Service Guide for details.

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