

MARGARET A. MORRIS  
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April 2, 2012

**VIA Electronic Filing**

Ms. Rosemary Chiavetta, Esquire  
Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building – 2 North  
P.O. Box 3265  
Harrisburg, PA 17105-3265

**Re: Docket No. C-2011-2268119  
Dale Sattar v. Aqua Pennsylvania, Inc.  
Reply Exceptions of Aqua PA**

Dear Secretary Chiavetta:

Enclosed for filing is the original Reply Exceptions of Aqua Pennsylvania, Inc. in the above-captioned matter. Please note that an extension to file the Reply Exceptions was granted by Secretarial Letter dated March 29, 2012.

As indicated on the Certificate of Service, a copy of the Reply Exceptions of Aqua Pennsylvania, Inc. has been provided to the Complainant in the matter indicated.

If there are any questions, please do not hesitate to contact me.

Very truly yours,

Reger Rizzo & Darnall LLP

  
Margaret A. Morris, Esquire

cc: Dale Sattar  
Cheryl Walker Davis, OSA

**Re: Docket No. C-2011-2268119  
Dale Sattar v. Aqua Pennsylvania, Inc.  
Reply Exceptions of Aqua PA**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document has been served upon the following person on the attached service list, in the manner indicated, in accordance with the requirements of §1.54 (relating to service by a participant).

**Via First Class Mail**

Mr. Dale Sattar  
504 Marian Court  
Conshohocken, PA 19428

Dated: April 2, 2012

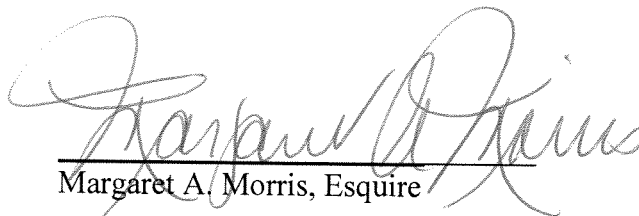
  
Margaret A. Morris, Esquire



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## I. Introduction

Aqua Pennsylvania, Inc. (“Aqua” or “Company”) by and through its attorneys, *Reger Rizzo & Darnall LLP*, hereby files its Reply Exceptions<sup>1</sup> to the Exceptions filed on February 26, 2012 of Dale Sattar (“Complainant”) to the Initial Decision (“ID”) of Administrative Law Judge Dennis Buckley (“ALJ Buckley”) issued on January 31, 2012.

ALJ Buckley correctly dismissed the Complaint ruling that the doctrine of *res judicata* barred the present Complaint since the Commission had previously dismissed the identical complaint previously filed by the Complainant against Aqua.

## II. Background

In the present proceeding (“2011 Complaint”), the Complainant objects to the Commission-approved customer charge for Aqua’s Main Division where he resides. He argues that his consumption charges are less than his customer charge and therefore the Commission approved customer charge is unreasonable. Complaint at ¶4A.

The Complainant previously filed a Complaint at Docket No. C-2009-21133592 objecting to the amount of Aqua’s customer charge. He withdrew that Complaint and filed a separate Complaint, Docket No. C-2010-2150570 (“2009 Rate Case Complaint”) in the Company’s then pending rate proceeding at Docket No. R-2009-2132019 which *inter alia* considered an increase to the customer charge. A copy of the 2009 Rate Case Complaint is attached as Exhibit 1.

The Complainant participated in Aqua’s rate case and opposed the Joint Settlement, entered into by several of the parties, which the presiding Administrative Law Judge recommended be approved. He specifically filed Exceptions to the Recommended Decision

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<sup>1</sup> The due date for Reply Exceptions was extended until April 2, 2012 by Secretarial Letter dated March 29, 2012.

regarding the customer charge. A copy of the Complainant's Exception Letter is attached as Exhibit 2.

The Commission approved the Joint Settlement which *inter alia* approved the increase to the customer charge and the 2009 Rate Case Complainant was dismissed.

The Complainant then filed the 2011 Complaint arguing that the customer charge was four times the cost of water consumed. He sought as relief that the customer charge be reduced to no more than the cost of water. Complaint at p. 8. Aqua filed Preliminary Objections interposing the doctrine of *res judicata* relative to the 2011 Complaint on the basis of the 2009 Rate Case Complaint and the Complainant's participation therein. ID at 1-2. The Complainant filed his Answer essentially terming Aqua's pleading as "untrue, completely false and legal mumbo jumbo". ID at 2.

### **III. ALJ Ruling**

ALJ Buckley found that the 2011 Complaint was barred by the doctrine of *res judicata*, i.e., the Complaint could not raise the same issues and bring the same claims already adjudicated by the Commission relative to his 2009 Rate Case Complaint. He specifically found that that the 2011 Complaint was identical to the 2009 Rate Case Complaint. ID at 5. As a result, the Formal Complaint was dismissed.

The Complainant's Exceptions argue that the 2011 Complaint "does not have anything to do with rate increase and in fact no resemblance [sic]" and that the ALJ Buckley "failed completely to understand the case at hand." Exceptions at 1.

The ID is consistent with established legal principles, Commission and court precedent. The Complainant has had his concerns heard and addressed by the Commission in his 2009 Rate Case Complaint. The 2011 Complaint seeks to re-litigate the same issue—the customer charge—and should be dismissed. The Exceptions are without merit and should be denied.

#### IV. The Complainant's Exceptions

*Complainant's Exceptions #1: ALJ Buckley failed to understand the case at hand.*

**Aqua Response: ALJ Buckley properly applied the doctrine of *res judicata*. The issues raised in the present complaint were litigated in the Complainant's 2009 Rate Case Complaint.**

The Complainant alleges that ALJ Buckley did not understand his 2011 Complaint. He argues that the 2009 Rate Case Complaint was to “oppose a general rate increase for all customers”, Exceptions at 1, and that the 2011 Complaint raises the issue that “the customer charge must be only about reading the meter and submitting the bill. All other charges currently included in the customer service charge, such as maintenance or whatever else, must be put on the cost of consumption ...” Exceptions at 2.

The issue of the customer charge, i.e, the rate and its components, were fully addressed in the Company's last rate case and the 2009 Rate Case Complaint was dismissed. The Commission rejected the arguments raised by the Complainant and approved the current customer charge.

The Complainant was given the opportunity to be heard regarding his position on the level of the customer charge and its components. The Commission rejected the rational and position of the Complainant. It should be noted that in yet another Complaint in Docket No. C-2010-2169756 (“2010 Complaint”), the Complaint argued, *inter alia*, that the customer charge should only recoup the costs associated with reading the meter and issuing the bill. The presiding judge and the Commission rejected his arguments and the 2010 Complaint was dismissed (Order entered July 28, 2011).

ALJ Buckley correctly applied the doctrine of *res judicata*. The Complainant has not provided any reason to reverse the conclusions reached in the Initial Decision. Specifically, the Complaint fails to explain how his 2011 Complaint is not identical to the 2009 Rate Case Complaint. The 2011 Complaint raises issues identical to those litigated in the 2009 Rate Case Complaint. The Complainant has had his opportunity to be heard regarding his objection to the Company's customer charge. The Complainant has been afforded his due process rights. The Complainant has offered nothing more than his opinion that he disagrees with ALJ Buckley's decision. Personal opinion, no matter how strongly held, does not constitute

evidence. *Pennsylvania Bureau of Corrections v. City of Pittsburgh*, 532 A.2d 12 (Pa. 1987). The Exceptions are without merit and should be denied.

## V. Impertinent Material

The Complainant in his arguments chose to use impertinent and/or slanderous verbiage. Commission precedent and regulations support striking this impertinent/slanderous language from the Complainant's Exceptions. See, 52 Pa Code §1.4(e).

As Judge Louis Cocheres stated in his Initial Decision in *Coppedge v PECO Energy Company*<sup>2</sup>, at page 8 in striking language from a complaint that alleged that PECO had engaged in fraud:

There are no definitions of "scandalous" or "impertinent" in the Commission's regulations. However, I find that Black's Law Dictionary provides sufficient guidance. It defines the words, "impertinent" and "scandal" as follows:

Impertinent. That which does not belong to a pleading, interrogatory, or other proceeding; out of place; superfluous; irrelevant. A term applied to matter not necessary to constitute the cause of action or ground of defense. Such matter may be ordered stricken from the pleading. Fed.R.Civil P. 12(f). See also Immaterial averment; Surplusage.

Scandal. Defamatory reports or rumors; aspersion or slanderous talk, uttered recklessly or maliciously. Scandalous matter may be ordered stricken from the pleadings by a motion to strike. Fed.R.Civ.P. 12(f). See also Defamation.

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Black's Law Dictionary 679 and 1206 (rev. 5<sup>th</sup> ed. 1979) (Emphasis in the original.)

The Complainant's characterizations of the Commission and Aqua should be stricken. There is no basis to support such outrageous allegations and the language as delineated on Attachment A should be stricken.

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<sup>2</sup> Initial Decision dated March 18, 2010 at Docket No. F-2009-2135893.

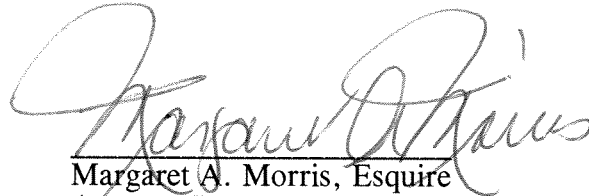
## VI. Conclusion

The Complainant's Exceptions are without merit and should be denied. ALJ Buckley's ruling is based on established legal principles and consistent with Commission and court precedent. The 2011 Complaint raises issues identical to those litigated in the 2009 Rate Case Complaint. The Complainant has had his opportunity to be heard regarding his objection to the Company's customer charge. The Complainant has been afforded his due process rights. The Complainant has offered nothing more than his opinion that he disagrees with ALJ Buckley's decision. The ID should be affirmed without modification.

**WHEREFORE**, for the foregoing reasons, Aqua Pennsylvania, Inc. respectfully requests that Initial Decision of ALJ Buckley, issued on January 31, 2012, be affirmed, the Exceptions of Dale Sattar be denied and the Formal Complaint of Dale Sattar be dismissed in its entirety.

Respectfully submitted,

Dated: April 2, 2012



Margaret A. Morris, Esquire  
Attorney I.D. No. 75048  
Reger Rizzo & Darnall LLP  
Circa Centre, 13th Floor  
2929 Arch Street  
Philadelphia, PA 19104  
(215) 495-6524 (Office)  
(215) 495-6600 (Fax)  
[mmorris@regerlaw.com](mailto:mmorris@regerlaw.com)

Counsel for Aqua Pennsylvania, Inc.

**Dale Sattar v Aqua Pennsylvania, Inc.**  
*Docket No. Docket No. C-2011-2268119*

**EXHIBIT 1**

**Complainant's 2009 Rate Case Complaint**

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PENNSYLVANIA PUBLIC UTILITY COMMISSION

Formal Complaint Form P-2009-2132019

Please print or type.

ORIGINAL

1. CUSTOMER NAME (COMPLAINANT)

C-2010-2150570

Your name, mailing address, county, telephone number, utility account number and service address:

Name DALE SATTAR
Street/P.O. Box 4326 FOX COURT Apt #
City COOPERSBURG State PA Zip 18036
County LEHIGH VALLEY
Area Code/HOME Phone 610-967-6266
Area Code/WORK Phone NA
Utility Account Number 001543917 0423049

RECEIVED DEC 28 11 09:12

If your complaint involves utility service provided to a different address than your mailing address, please list this information below.

Name DALE SATTAR
Street/P.O. Box 504 MARIAN COURT
City CONSHOHOCKEN State PA Zip 19026

2. UTILITY NAME (RESPONDENT)

Name of utility company your complaint concerns: AQUA PENNSYLVANIA, INC.

3. TYPE OF UTILITY (check one)

- ELECTRIC
GAS
WATER
TELEPHONE
STEAM HEAT
WASTE WATER
MOTOR CARRIER
(local, long distance)

COMPLAINT (check one)

A. In general, what is your complaint?

- I want to oppose the company's proposed rate increase. *Additionally, THE MONTHLY CUSTOMER CHARGE IS OUTRAGEDOUS AND SHOULD BE DECREASED SIGNIFICANTLY*
- There are incorrect charges on my bill. *SEE ATTACHMENT*
- There is a reliability, safety or quality problem with my utility service.
- I received a notice that my utility service is being terminated.
- I would like a payment agreement.
- Other.  
(explain)

B. State the facts of your complaint.

Include any specific dates, times or places that are important. If the complaint is about a bill, tell us about any charges that you believe are not correct. Use additional paper if you need more space. Provide copies of all relevant documents you believe will support your complaint.

*SEE ATTACHMENT*

5. RELIEF

What do you want the Public Utility Commission to do about your complaint? Use additional paper if you need more space.

*SEE ATTACHMENT*

PROTECTION FROM ABUSE - NA

Answer the following question if your complaint is against a natural gas distribution company, an electric distribution company or a water company AND your complaint is about a billing problem, an application for service problem, a termination of service problem or a request for a payment agreement.

Has a court granted a "Protection from Abuse" order for your personal safety?

YES

NO

7. PRIOR UTILITY CONTACT

Answer the following question only if you are a residential customer and your complaint is against an electric distribution utility, natural gas distribution utility or a water distribution utility.

Have you spoken to a utility company representative about this complaint?

YES  (includes appeals of BCS determinations)

NO

If you tried to, but could not speak to a utility company representative about your complaint, please explain why.

8. VERIFICATION AND SIGNATURE

You must print or type your name below on the line provided for the verification paragraph, and you must sign and date (in ink) this form on the lines provided.

Verification:

I DALE SATTAR, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Dale Sattar  
(Signature)

12-20-2009  
(Date)

ATTACHMENT TO PUC FORMAL COMPLAINT FORM

RESPONSE TO ITEM 4A:

I oppose the Aqua PA.'s proposed rate increase for water consumption. Additionally, the current (existing) customer charge of \$15.71 which Aqua Pennsylvania, Inc. ( Aqua ) charges me every month for just the "customer charge", excluding the charges for water consumptions is very very excessive and outrageous. Please note that I have two meters – one for consumption and one for the sprinkler in case of fire. If I had only one meter, the monthly customer charge would be \$13.15 for the consumption meter which also would be very very excessive and outrageous.

THE MONTHLY CUSOMER CHARGE FROM PECO FOR ELECTRIC SERVICE IS \$5.31 AND PECO IS NOT KNOWN FOR LOW PRICES. THE MONTHLY CUSTOMER CHAGE EVEN FOR THE GAS SERVICE WHICH IS HAZARDEOUS MATERIAL – BOTH COMBUSTIBLE AND POISIONEOUS – AND ITS DISTRIBUTION AND MAINTENANCE IS A LOT MORE INVOLVED AND COMPLICATED THAN WATER SYSTEM, IS \$10.75, see attached copy of the statement from PECO. NOW YOU CAN SEE HOW UNFAIR, UNREASONABLE, AND OUTRAGEOUS AQUA,S MONTHLY SERVICE CHARGE OF \$15.71 IS (WITH NO WATER CONSUMPTION) FOR MY CONDO.

RESPONSE TO ITEM 4B:

I request that you reduce significantly the outrageous monthly customer charge that Aqua Pennsylvania, Inc. is collecting from me and all the residents.

I purchased the townhouse/condo located at 504 Marian Court in Conshohocken on March 4, 2009. The place is vacant and I do not know when I will move in because my house where I reside now is not sold yet.

I received my first water bill at the end of April covering 51 days. Much to my disappointment, even though there was no water consumption ( 0 gallons ), there was a customer charge of \$27.75 which is outrageous, see copy of the attached bill from Aqua. My monthly bill from Aqua with no water consumption at all has been about \$16.50 - \$15.71 of which is for customer charge. This is basically a charge to read the meter and issue the bill. The monthly charge should not be more for having the sprinkler system because Aqua does not have to read the meter for the sprinkler every month for no reason at all.

There are several ways that you can stop Aqua collecting extra customer charge every month for reading the meter for the sprinkler and are presented to you in the preferred order :

(11)

(S)

**Aqua's monthly service charge of 13.15 even for one meter IS A VERY EXCESSIVE AND OUTRAGEOUS.**  
THE MONTHLY CUSOMER CHARGE FROM PECO FOR ELECTRIC SERVICE IS \$5.31 AND PECO IS NOT KNOWN FOR LOW PRICES. THE MONTHLY CUSTOMER CHAGE EVEN FOR THE GAS SERVICE WHICH IS HAZARDEOUS MATERIAL – BOTH COMBUSTIBLE AND POISIONEIOUS – AND ITS DISTRIBUTION AND MAINTENANCE IS A LOT MORE INVOLVED AND COMPLICATED THAN WATER SYSTEM, IS \$10.75, see attached copy of the statement from PECO. NOW YOU CAN SEE HOW UNFAIR, UNREASONABLE, AND OUTRAGEOUS AQUA,S MONTHLY SERVICE CHARGE OF \$15.71 IS (WITH NO WATER CONSUMPTION) FOR MY CONDO AND \$13.15 FOR ONE METER, IF AQUA WAS TO CHARGE ME FOR ONE INSTEAD OF TWO AS THE CASE IS NOW.

“Aqua is requesting an overall rate increase of \$43.2 million per year.” This is to “...recover the Company's investment of \$500 million...” in the water system. Aqua does not state for how many years they plan to collect the proposed increase amount and whether it is permanent or after some years it would be abolished. Aqua is claiming that they have to replace “...250 miles of aging water main, as well as valves, service lines and other parts of its 5,100-mile distribution system.” The question that begs asking why use a material that ages and need to be replaced. We do not live in dark ages. The technology exist to use material that does not need to be replaced. What about the balance of the 5,100 miles? Is Aqua going to come back again and again every year for rate increase because they plan to do something else?

I live on Social Security check. In 2009, there was no cost of living adjustment because there was no inflation (the CPI not only did not increase, it actually decreased). According to Aqua's own calculation, the typical customer's bill increases from \$48.28 to \$53.79. That is an increase of over 11.4% in a year that there is no inflation and no cost of living adjustment (COLA) in my SS income.

**I have not been a customer of Aqua for long. There is absolutely no question on my mind that Aqua is out to charge the residents as much as it can to get the most money as opposed to serving the residents. The perfect example of that is Aqua's customer charge. Aqua currently charges me a monthly customer charge of \$15.71 because of two meters and \$13.15 for those with one meter which is very excessive and outrageous as opposed to PECO's monthly customer charge of \$5.31. Yet Aqua is requesting an increase in the monthly customer charge from \$13.15 to \$16.00 for those with one meter and about \$20 for my condo. THIS IS TRULY AUDACIOUS, UNBELIEVABLE, AND OUTRAGEOUS.**



RESPONSE TO ITEM 5:

I request the following relief:

**1)-The customer charge from Aqua is very excessive and outrageous and should be no more than PECO's monthly customer charge. THE MONTHLY CUSTOMER CHARGE FROM PECO FOR ELECTRIC SERVICE IS \$5.31 AND PECO IS NOT KNOWN FOR LOW PRICES.**

2)- Aqua's request for rate increase should be denied.

I hope you realize that the amount Aqua is permitted to collect for customer charge is a tremendous waste of money for the residents of the township. I really hope you take immediate action to stop Aqua from stealing from the residents of townships they sell water to.

RESPONSE TO ITEM 7:

I have made numerous phone calls to Aqua to find out why the monthly service charge is so high. I was told part of the reason is because of having two meters – one for consumption and one for the sprinkler system. I had asked Aqua to stop reading the meter for the sprinkler system every month for no reason at all but I was not successful. **On May 20, 2009, I finally spoke to a manager by name of George Carmack who confirmed to me that if I had one meter, the service charge would be half as much.** On September 14, 2009, I faxed copy of a letter from PUC to Aqua.

The PUC letter states that I can combine the two lines at my own expense. I followed up with calling George Carmack on September 16, 2009. In response to my question whether the customer charge would be reduced by, at least, one half, he initially stated yes. But when I requested him to send me a letter to that effect, he declined. When I pressed him to confirm that, in fact, the customer charge would be less than \$8 (1/2 of the current charge) per month after hiring a plumber to combine the two lines resulting in having only one meter, he put me on hold. He came back on the phone to tell me that the monthly customer charge after the modification would be \$13.15. When I told him that he had told me during my first phone conversation with him on May 20, 2009 that the customer charge for one meter would be half as much, he stated "that was a misunderstanding". It is very disappointing to me when I learn that someone I have been interfacing with is less than honest. **Aqua has wasted much of my time by playing games and giving me the run around.**

**THE \$13.15 MONTHLY CUSTOMER CHARGE AFTER COMBINING THE TWO LINES IS A VERY EXCESSIVE AND OUTRAGEOUS. I SEE NO REASON WHY CUSTOMER CHARGE FOR AQUA SHOULD BE HIGHER THAN THE \$5.31 PECO CHARGES.**



Page 1

Name: DALE SATTAR  
 Service Address: LOT 39, 504 MARIAN CT, CONSHOHOCKEN  
 Phone Number: 610-967-6266  
 Account Number: 76030-33199  
 Issue Date: 07/07/2009

**General Information**

Next scheduled meter reading: August 5, 2009  
 Payment Information: PECO Energy, 2301 Market St, Philadelphia, PA, 19101, walk-in business hours Monday through Friday 8:30AM to 5:00PM. For additional payment options, go to [www.peco.com/ehome](http://www.peco.com/ehome). If you have any questions or concerns, please call 1-800-494-4000 before the due date.  
 Si tiene alguna pregunta, favor de llamar al numero 1-800-494-4000 antes de la fecha de vencimiento.

**Meter Information**

Read Date	Meter Number	Load Type	Reading Type	Meter Reading		Diff	Mult X	Usage
				Previous	Present			
07/06	015719966	General Service	Total Ccf	402 ACT	402 ACT	0	1.03	0
07/06	029407454	General Service	Tot kWh	1395 ACT	1395 ACT	0	1	0
Total Ccf Used .....						0		0
Total kWh Used .....						0		0

**Current Period**

<b><u>Gas Residential Heating Service</u></b>		Service 06/04/2009 to 07/06/2009 - 32 Days
Customer charge		\$10.75
State Tax Adjustment		0.01
<b>Total current charges</b>		<b>\$10.76</b>
<b><u>Electric Residential Service</u></b>		Service 06/04/2009 to 07/06/2009 - 32 Days
Customer charge		\$5.31
State Tax Adjustment		-0.03
<b>Total current charges</b>		<b>\$5.28</b>

**Other Basic Charges**

Thank you for your payment of \$22.73

**Total amount due** **\$16.04**

When paying in person, please bring the entire bill.



**Dale Sattar v Aqua Pennsylvania, Inc.**  
*Docket No. Docket No. C-2011-2268119*

**EXHIBIT 2**

**Sattar Exception to Joint Settlement**

**Filed in Aqua's last rate case**

**Docket R-2009-2132019**

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RECEIVED

APR 28 2010

Public Utility Commission  
Philadelphia Office  
Administrative Law Judge

Dale Sattar  
6326 fox court  
Coopersburg, PA. 18036  
610-967-6266

DOCKET NO. C-2010-2150570

April 25, 2010

DALE SATTAR VS AQUA PA. INC. – DOCKET NO. R-2009-2132019

Honorable Angela T. Jones  
Administrative Law Judge  
Pennsylvania Public Utility Commission  
801 Market Street, Suite 4063  
Philadelphia PA. 19107

This is to inform you that I oppose the terms of the settlement. **Specifically I oppose very strongly increasing the customer charge to \$15 per month. I filed my complaint because the current customer charge of \$13.15 for one meter is very excessive and outrageous. I had requested a significant decrease in the monthly customer charge. THE MONTHLY CUSOMER CHARGE FROM PECO FOR ELECTRIC SERVICE IS \$5.31 AND PECO IS NOT KNOWN FOR LOW PRICES. I am horribly disappointed that not only the monthly customer charge is not decreased, it is actually increased.**

Please note the followings:

- ◆ I purchased the townhouse/condo located at 504 Marian Court in Conshohocken on March 4, 2009. The place is vacant and I have not yet moved in. I plan to move in near future. My monthly bill from Aqua Pennsylvania Inc (Aqua), with no water consumption at all, has been about \$17 of which \$15.71 is for customer charge (there is also a monthly charge for DSIC – distribution system improvement charge, even though there has not been any water consumption). This is basically a charge to read the meter and issue the bill. According to Aqua the current monthly customer charge for one meter is \$13.15 and for me is \$15.71 because I have two meters – one for consumption and one for the sprinkler system. Aqua has imposed this requirement on their own even though there is no basis or valid reason for that. The township has informed me in writing that they do not require two separate meters. I think Aqua is out to cheat the residents and enrich themselves as much as they can.

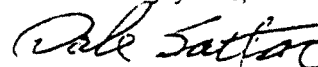
RECEIVED

MAY - 8 2010

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

- ◆ **During the last twelve months I have paid Aqua over \$200 for absolutely nothing. THIS IS COMPLETELY OUTRAGEOUS. Aqua's current monthly service charge of \$13.15 even for one meter IS A VERY EXCESSIVE AND OUTRAGEOUS. THE MONTHLY CUSOMER CHARGE FROM PECO FOR ELECTRIC SERVICE IS \$5.31 AND PECO IS NOT KNOWN FOR LOW PRICES. NOW YOU CAN SEE HOW UNFAIR, UNREASONABLE, AND OUTRAGEOUS AQUA,S CURRENT MONTHLY SERVICE CHARGE OF \$15.71 IS (WITH NO WATER CONSUMPTION) FOR MY CONDO. PLEASE TELL ME HOW PECO CAN DO IT FOR 5.31 AND I MUST PAY AQUA THREE (3) THREE TIMES AS MUCH. PLEASE TELL ME.**
  
- ◆ I originally filed my complaint, Docket No. 2009-2133592, prior to the request for rate increase. The Chief Administrative Law Judge issued an interim order "setting conference between parties" assigned to Mediator Cynthia Lehman. I was told by Aqua, during the conference call, that the current monthly customer charge is already approved by the PUC and it is in the tariff. I then withdrew my complaint and filed a new one (the current which is the subject of this letter) because I was told everything would be on the table including the monthly service charge during the request for a rate increase. **I was looking to PUC to do something about the outrageous and excessive current monthly service charge.**
  
- ◆ Apparently all my effort has been an exercise in futility. There is no question on my mind that Aqua is given the license to steal from the residents. **And now they can steal even more.** I ask you why it should cost so much to read the meter once a month and issue a bill? With the new agreement I have to pay more than three times (Aqua charges me for two meters) than the monthly charge from PECO. I ask you why? Aqua is, at best, inefficient in reading the meter and issue a bill or, at worse, are stealing from the residents. I ask you why I had to pay over \$200 in the past year to Aqua for just customer charge with no water consumption?

Sincerely yours,



Dale Sattar

**Dale Sattar v Aqua Pennsylvania, Inc.**  
*Docket No. Docket No. C-2011-2268119*

**ATTACHMENT A**

**Proposed deletion of impertinent material**

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RECEIVED  
2012 FEB 29 AM 10:55  
PA P.U.C.  
SECRETARY'S BUREAU

Dale Sattar  
504 Marian Court  
Conshohocken, PA. 19428

February 26, 2012

Rosemary Chiavetta, Esquire  
Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building - 2 North  
P.O. Box 3265  
Harrisburg, PA. 17105-3265

**Docket No. C-2011-2268119**

**Dale Sattar Vs. Aqua Pennsylvania, Inc.**

**Complainant's Exception to the Order by Dennis J. Buckley, A.L.J.**

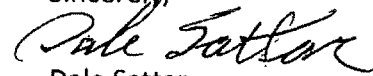
Dear Secretary Chiavetta:

I received your letter of January 31, 2012, Certified Mail, on Saturday February 25, 2012. I received a notice in my mail box on Thursday February 23, 2012 of your Certified Mail. I could not go to Post Office, because of health reason, the next day, Friday, but I received it on Saturday February 25, 2012, as stated. **It is a complete mystery to me why it took 23 days to notify me of the Certified Letter and took 25 days to receive it. I insist that you confirm that with the Post Office and, obviously, I should not be penalized regarding the due date for submittal of my Exceptions.**

Enclosed is Complainant's Exception to the Initial Decision and Order by the A.L.J. Please note that I am mailing you my Exceptions within one ( 1 ) day of receiving your letter.

As indicated on the certificate of service, a copy of this letter and Claimant's Exception has been provided to Aqua Pennsylvania, Inc. in the manner indicated.

Sincerely,

  
Dale Sattar

Enclosures

CC: Reger Rizzo & Darnall, LLP

RECEIVED

EXCEPTIONS OF COMPLAINANT'S TO THE ORDER BY THE A.L.J.  
2012 FEB 29 AM 10:55

PA P.U.C.  
SECRETARY'S BUREAU

DALE SATTAR

v.

AQUA PENNSYLVANIA, INC.

DOCKET NO. C-2011-2268119

I, Dale Sattar, the Complainant provide the following Exceptions to the Initial Decision and Order by Dennis J. Buckley, the A.L.J.:

1. **The A.L.J. has failed completely** to understand the case at hand. For example he states on page 5 "In this case, the doctrine of res Judicata bars the Complainant from raising the same issues and bringing the same claims already adjudicated by the Commission relative to his December 28, 2009 Complaint against Aqua." "The fact that the formal Complaint at issue here is identical to the Complaint filed in the 2010 rate case speaks for itself." He goes on and on "...the refusal of the law to tolerate the relitigation of a matter decided by a court of competent jurisdiction" and "...the central issue raised in the present Complaint is identical to the central issue raised in 2010" and on page 7 repeats the "identity of issues", "identity...", "identity...", "identity...", and "The parties and the allegation of the instant Complaint are identical to those in a matter previously adjudicated by the Commission...". Based on this erroneous conclusion has dismissed my case.

**HE IS WRONG, WRONG, WRONG.** The Complaint about rate increase was just that - to oppose a general rate increase for all the customers. The present case does not have anything to do with rate increase and in fact no resemblance. The present case is about some people like me who are single and happen to be senior citizen (or anyone regardless of age) and do not use much water and as a result the cost of water used is a very small fraction of the customer service charge. Please refer to my Complaint and read about if you, a Commissioner, or a customer in restaurant orders a meal and is required to pay 4.4 times the cost of the meal for service charge how unfair that would be. For customers who pay only a few Dollars for the cost of water consumed should not have to pay several order of magnitude for the customer service charge. It would be a lot more fair and reasonable if customers with little water consumption should not have to pay more than 100% the cost of water for service charge. I have asked three ( 3 ) elementary students their opinion about whether these cases are identical and every one said a firm "NO".

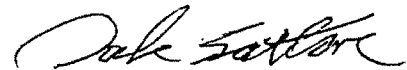
**THEREFORE THE CASE MUST NOT BE DISMISSED.**

I am trying to perform a public service by remedying an injustice. If I use one Dollar worth of water, I should not have to pay 18 times the cost of water or \$18, in round figures, for the customer service

charge. I do not know what the PUC were thinking when they approved it. ~~As stands now PUC does~~ <sup>Proposed</sup> ~~not refer to Public Utility Commission but for Protecting Utilities Commission.~~ ~~deletion~~ If in a dictatorial country they have to pay 18 times the cost of water for service charge, they would have a revolution on their hand in no time. If I was not a senior, in poor health, and not in poor financial condition, i would fight such an injustice by PUC with all my might including demonstration in front of PUC office, occupying PUC office, and taking it to press and news media.

PUC MUST UNDERSTAND THAT CUSTOMER SERVICE CHARGE MUST BE ONLY ABOUT READING THE METER AND SUBMITTING THE BILL. ALL OTHER CHARGES CURRENTLY INCLUDED IN THE CUSTOMER SERVICE CHARGE, SUCH AS MAINTENANCE OR WHATEVER ELSE, MUST BE PUT ON THE COST OF CONSUMPTION IF PUC WANTS TO BE FAIR. THE LITTLE GUY WITH VERY LITTLE WATER CONSUMPTION MUST NOT PAY FOR ANYTHING MORE. IF PUC CHANGES THAT THEN IT WOULD A LOT MORE FAIR BECAUSE THE PEOPLE WITH SWIMMING POOLS AND JACCUSIE AND SUCH WHO HAVE THE MEANS AND ARE USING SIGNIFICANT AMOUNT OF WATER WITHOUT REGARD TO COST OF WATER WOULD HAVE TO PAY PROPORTIONATELY MORE.

~~If Aqua did not have the heart and mentality of the Mafia, they, on their own, would realize the unfairness of the current system and would do something about it rather than oppose my idea with everything in their power and legal mumbo jumbo to defend the gold mine handed it to them by the PUC.~~ <sup>Proposed</sup> ~~deletion~~



Dale Sattar

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DALE SATTAR VS. AQUA PA. INC.

CERTIFICATE OF SERVICE

February 26, 2012

I hereby certify that a true and correct copy of the foregoing document has been served upon the following person by First Class Mail:

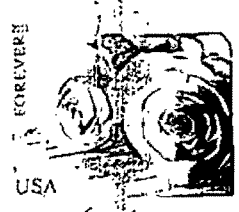
Margaret A. Morris, Esquire  
Reger Rizzo & Darnall, LLP  
Cira Center, 13th Floor  
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Philadelphia, PA 19104



Dale Sattar



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