

Robert Curtius
949 Foss Ave.
Drexel Hill, PA 19026
May 24, 2012

Secretary Chiavetta
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

RECEIVED

MAY 24 2012

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

Subject: Pennsylvania Public Utility Commission V Aqua Pennsylvania, Inc. Docket NO
R-201102267958.

Dear Ms. Chiavetta:

Enclosed are copies of Certificates of Service to the Parties for Robert Curtius's
"exceptions" to the Administrative Law Judge's Recommended Decision.

As Evidenced by the attached Certificate of Service, copies are being served on all ~~active~~
parties of record. In addition 9 copies are being served to you, and 1 copy to the Office
of Special Assistants.

Sincerely,



Robert Curtius

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

PENNSYLVANIA PUBLIC UTILITY COMMISSION :

V : DOCKET NO. R-2011-2267958

AQUA PENNSYLVANIA, INC :

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MAY 24 2012

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Exceptions
Of
ROBERT CURTIUS
Active Party

Dated 24,2012

1. Six pages of exceptions.
2. Twelve pages of enclosures.
3. Certificate of Service

Exceptions of Robert Curtius:

Summary of case:

Aqua filed for a rate increase and was assigned Docket No. r2011-2267958. I attended the Pre-Hearing conference and was joined as a pro-se active party. Hearings were reduced to a one-day event since some of the Parties had reached a "settlement in principle". The hearings consisted of my cross exam of three witnesses and other parties put into the record written testimony that they provided. Robert Curtius filed an "objection" due to the fact that he was not fully represented during the negotiation. See Enclosure (1). Robert Curtius filled Enclosure (2) as comments on the proposed settlement agreement. These exceptions are not mutually exclusive since facts in exception #1 effected exceptions 2, 3, and 4. These exceptions are based on these comments.

Exceptions: 1 thru 4

1. Inclusion of all parties in negotiations.

The Public Utilities Commission in its wisdom allowed for the inclusion of rate payers in the rate-making process. This afforded me the opportunity to participate. I understood that all parties would have different interest and present arguments for their particular interest. What I did not expect was to be excluded from the process because I wanted fair and reasonable rates for the largest group, Main Division rate payer residential customers. Enclosure (1) provides my objection. The argument revolves around the use of e-mail as a negotiation tool. I am a senior citizen with limited equipment, software and capabilities for this type of negotiation. As you know PUC rules do not require parties to participate in electronic (e-mail) communication. At the prehearing conference I, knowing my limitations, did not agree to electronic service and did not provide my e-mail address. 1.54(3)(i) applies. Later the OCA volunteered to provide servicing of documents since the cost of copying and postage were beginning to mount up. Aqua and the other parties have been faithful in providing hard copies of all documents up until

negotiations started. The negotiations were held between 3/21/12 when the initial offer was e-mailed and 4/9/12 when the "agreement in principle" was announced by e-mail. During this period I, was not invited to participate in and did not attend any conferences or group telephone contacts. My phone number is known to the parties as well as the Judges. The extent of participation was limited to a few discussions with the OCA that helped me understand the two proposals that I received by e-Mail and not followed up in hard copy.

In the Joint Petition for Settlement, page 4 paragraph 6 Aqua states, "Various conferences were conducted by the parties in person and by telephone to try to achieve a settlement of some or all of the issues in this case." This is not true in that I was not invited to and did not attend any settlement conferences and received no "negotiations" phone calls from the parties. Enclosure (3) provides this page.

This paragraph discusses the reply to my objection provided by Aqua representative Mr. Gadsden. See Enclosure (4). He asserts that I was served with the initial term sheet and subsequent versions. This is a partial truth since these were, not authorized, E-mails and failed to meet the 1.54 Service by a Party requirements, and the word "versions" has to be singular. My reply to these e-mails was to those who accepted electronic service. This shows that I received the documents but was not "Serviced". The hard copy never arrived. The 2ed term sheet came on 4/5/12, Aqua, Kimberly Joyce, provided an updated Term Sheet by e-mail, see enclosure 5. She notes that she "I did not have my e-mail address." Again in the interest of being timely, I provided comments. I did not receive a follow-up hard copy. These were the extent of my involvement in negotiations. No discussions, No conferences, No phone calls other than the OCA explaining the Term Sheets. If there were no other contacts between the parties than those provided to me, an agreement would never have been reached. On 4/9/12 Aqua (Gadsden) provided announced

“Agreement in Principle” and, therefore, the end of negotiations. Mr. Gadsden (Enclosure 4) goes on to say that on the following day at hearings in Harrisburg, the OCA stated that “Both pro se complainants have been privy to settlement discussions and have been shown the last draft of the settlement in principle”. The OCA may have said this; however, it was only his opinion, and not a fact. Unknown to Mr. Gadsden I discussed this error with the OCA during a break. When OCA returned to his office the following day 4/11/12 he e-mailed a term sheet Titled Counter April 6 2012 KJ V2.docx. (See enclosure 6) It lacked the changes in the DSIC that are discussed below and was clearly not titled “Agreement in Principle”. I timely filed an Objection to the Aqua settlement on April 16, 2012. See Enclosure 1. This objection based on Robert Curtius not being included in the negotiations. I received the “Proposed Settlement” from Aqua on 4/20/12 which was 10 days after the hearings. On page 30 of the Recommended Decision, the AJ’s state, “If Mr. Curtius indeed commented and revised a draft that was presented as a Settlement in Principle then, Mr. Curtius was not out of the loop.” If any of the parties can provide an e-mail or other document that meets this description, and provided comments to it, then I might agree with the AJ’s. The fact is they cannot. OCA may have thought he did and Aqua (Joyce) may have thought she did. AJ’s go on to state “Mr. Curtius received service of a document not filed with the Commission which was the draft of a settlement in principle as admitted by Mr. Curtius”. I find no such admission. I note that the DSIC changes discussed in exception No 4 were not provided in any document provided prior to April 20, 2012 when I received the proposed settlement. I provided comments on this document in accordance with the ALJ’s direction.

No. 1 Conclusion: There was no real attempt by the parties to include Robert Curtius in negotiations. In effect some of the parties conspired to keep pro se parties from involvement in settlement discussions because they represented views that were contrary to their interest. Real negotiations include all parties and give-and-take to find common ground. ALJ’s erred when they

did not fact check Mr. Gadsden's letter, and then relied on it in their decision. This settlement should be rejected by the PUC. The following issues are those that Robert Curtius was trying to include in the negotiations:

2. Cost to Serve: As part of the rate-making process, the company and the parties established the 'cost to serve' of the various classes of rate payers. The proposed settlement between some of the parties assigns to residential customers a percentage of Aqua costs in excess of the cost to serve this class. See enclosure (7). Each active party in the settlement represented their special interest group. Both the OCA and I&E insisted on lower rates for newer customers and the settlement provides lower rates for this group. Aqua Lug and the Small Business Advocate insisted on lower rates for commercial water users and they achieved their goal. Aqua insisted that they be paid for their work plus a profit, and they achieved their goal. All the parties that signed on to the settlement met their goal at the expense of the largest group of rate payers, residential customers. Enclosure (11) clearly shows that this class is paying an extra .5% of Aqua costs while 1) Commercial customers pay .3% less than their cost to serve. 2) Industrial customers pay .3% less than their cost to serve. This demonstrates that residential customers would pay \$ 678,104 of the Aqua increase that should have been assigned to these two classes of customers.

The ALJ'S had enclosure (7) and should have realized the inequity of assigning higher costs to residential customers.

No. 2 Conclusion: This is unfair and unreasonable and not in the public interest.

3. Special interest groups within the residential class receive lower rates.

This increases the share of Aqua costs and profit borne by the residential customers that are paying Main division rates. Mr. Ruben's testimony at hearings concurs with this fact.

Special interest groups within the residential class are shown on enclosure (8). ALJ's at page 32 state, "The commission has found it in the public interest for large, well run water companies like Aqua to acquire and rehabilitate small troubled water systems". I concur with this statement. The problem is that these systems have purchase prices and huge rehabilitations costs that are paid by other customers while these new customers receive artificially low rates for eight years. The ALJ's call this *gradualism*. I prefer to call this *unreasonable*. These new customers receive all of the benefits but pay none of the costs. Rate payers paying at the Main Division rate will also pay a higher Distribution System Improvement Charge (DSIC) since it is based on the amount billed. This is unfair and unreasonable. It is apparent that the shifting of costs to customers by geographic location is beneficial to Aqua as they expand their customer base by luring in customers at low rates then increase rates. However, if they want to offer lower rates to attract new customers they should bare the costs from their profits that are associated with the reduced rate instead of shifting it to customers at the Main Division rate. The AJ's argue that the new rates "transition away from historic subsidies between classes." The words *gradualism* and *transition* are just another way of saying we know it's wrong but we are not going to fix it. I think that when something is wrong and you know that it is wrong, you should fix it. My solution is reasonable and in the public interest.

No. 3 Conclusion: As discussed in Exception (2), when you pay higher rates, you pay a higher DSIC. *Expanding of the customer base at the expense of Main Division Rate Payers is unfair and unreasonable and not in the public interest.*

4. *The DSIC modifications are not in the public interest.*

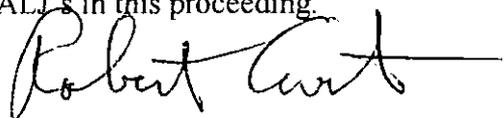
The DSIC was established by the State Legislature in 1997 to encourage the maintenance and upgrading of the infrastructure. It was envisioned as a fair way to encourage improvement of the system by spreading a portion of the costs evenly among all customers. The legislature also established a 7.5% cap on the DSIC. The PUC developed tariff rules to implement the

system by spreading a portion of the costs evenly among all customers. The legislature also established a 7.5% cap on the DSIC. The PUC developed tariff rules to implement the Legislature's action. The signing parties wish to modify these rules so that The Commission's calculation will replace the interest rate of short term debt with the weighted cost of long term debt. (See tariff page 1A enclosure 13) The use of short term debt is used in the calculation to offset costs for DSIC costs in each quarter until recovered during the next quarter. There is no reason to use the costs of long term debt in this calculation since it is not intended for Aqua to obtain debt in excess of six months when customer's charges pay for their share of costs. The result of this change would be to increase the DSIC during the first Quarter used near the 7.5 legislative cap. On page 33 last Para. the ALJ's assert that the signature parties provided Aqua the methodology that had commission precedent in order to increase the DSIC. These are public employees supposed to representing the public and limit the rate increases showing Aqua how to get around regulations and maximize profit. Are public employees charged with maximizing Aqua profits?

The DSIC was a gift from the PA Legislature. When you receive a gift you do not get to negotiate the size of the gift. You say *thank you* and accept it as it is. The result of this change would result in Aqua tariff increases far beyond the claimed 4.5% in the tariff. It is interesting that the term sheets provided did not include this DSIC change.

No. 4 Conclusion: The proposed change to the DSIC would result in unfair and unreasonable charges to customers and increase Aqua profits. The PA legislature designed the DSIC to improve Infrastructure not profits. This change should be rejected by the Commission even if the base 16.7 million increase is allowed.

Final Conclusion: For all the reasons discussed above, Robert Curtius respectfully requests that the Commission not accept the Recommended Decision of ALJ's in this proceeding.



ENCLOSURE (1)

Robert Curtius
949 Foss Ave.
Drexel Hill, PA 19026
April 16, 2012

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MAY 24 2012

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

Honorable Angela T. Jones
Honorable Darlene D Heep
Pennsylvania Public Utility Commission
Office of Administrative Judge
801 Market Street, Suite 4063
Philadelphia, PA 19107

Re: Pennsylvania Public Utility Commission v Aqua Pennsylvania, Inc.
Docket No. R2011-2267958

Subject: Objection

Dear Judge Jones and Judge Heep:

I am objecting to the "Settlement in Principle" arrived at by some of the parties in the above-mentioned litigation. At the time of this writing, it has not yet been presented; therefore I am not objecting to it's content.

Summary: The settlement reached on or about April 10, 2012 was the result of negotiations by some of the parties. I, Robert Curtius, was not afforded the opportunity to participate in these negotiations. The parties who held common positions were successful in reaching an agreement and those such as myself were effectively shut out of negotiations. For this reason alone, the settlement should be rejected.

Argument: PUC 052 Code 1.54 (Service to a party) requires that documents filed in proceedings be served upon all of the parties. While it can be argued that the documents used in negotiations are not filed with the court, it was not contemplated that some parties would align with others with similar positions to reach a separate settlement without participation of all parties.

In this case, this agreement was arrived at through e-mail. As you know, Commission rules allow electronic mail, but do not require the parties to participate in its use. I "elected" not to use e-mail since I do not own the most advanced equipment that is found in the business world. I also lack the skill level to be effective in this medium. All of the parties knew of these limitations and provided paper copies by either U.S. Mail or express mail of all legal documents and testimony. Aqua documents often reached my house the day they were issued.

When it came to negotiations, no paper copies were provided. In reaching this agreement, I was, in effect, cut out of the loop. Since I did not participate in the negotiations of this agreement, the court should not accept it. I do not expect to get everything I want; however, I did not even get a seat at the table.

As a customer, I am appalled that such a strategy was employed. I do not believe that the PUC had envisioned that a party would be cut out of a formal settlement because they did not approve the use of e-mail. Request you not accept this agreement of some of the parties and require all parties participate in the process. To the best of my knowledge and belief, the only other active customer/non e-mail/party, Mr. Linden, was also denied access to negotiations. Therefore, I object to any consideration of this settlement that is between some of the parties.

As evidenced by the attached Certificate of Service, copies of this document are being served on all parties of record.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Curtius", with a stylized flourish extending to the right.

Robert Curtius

Enclosure:
Certificate of Service

ENCLOSURE (2)

Robert Curtius
949 Foss Ave.
Drexel Hill, PA 19026
April 30, 2012

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MAY 24 2012

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Honorable Angela T. Jones
Honorable Darlene D. Heep
Pennsylvania Public Utility Commission
Office of Administrative Judge
801 Market Street, Suite 4063
Philadelphia, PA 19107

Re: Pennsylvania Public Utility Commission v Aqua Pennsylvania, Inc.
Docket No. R2011-2265978

Subject: Opposition to Aqua settlement

Enclosed: Signature page dated 4/27/12

Dear Judge Jones and Judge Heep:

Enclosed is my Signature Page showing that I oppose the settlement arrived at by some of the parties in this case. The proposed rate increases and changes should be rejected for the following reasons:

- 1) They were negotiated by some of the parties without including all active parties.
- 2) They unfairly assign to residential customers costs that exceed the "cost to serve" this group of customers.
- 3) Special interest groups are unfairly assigned rates far below the residential rates in the Main Division. This unfairly increases rates of customers, for no other reason than their geographic location within the state. Testimony during hearings in Harrisburg supports this fact.
- 4) The Distribution System Improvement Charge in being modified in a manner that will allow customers to be charged excessive bills.
- 5) The government negotiators lack the authority to change the Distribution System Improvement Charge.
- 6) The proposed Distribution System Improvement Charge is inconsistent throughout.

Sincerely,

Robert Curtius

~~Enclosure:~~
~~Certificate of Service~~

ENCLOSURE (3)

AQUA

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

www.aquaamerica.com

April 20, 2012

VIA FEDERAL EXPRESS

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Two North Keystone
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Re: Aqua Pennsylvania, Inc - Docket No. R-2011-2267958

Dear Secretary Chiavetta:

Enclosed please find an original and three copies of the Joint Petition for Settlement of Rate Investigation for filing.

Please contact me at (610) 645-1077 should you have any questions.

Respectfully submitted,



Kimberly A. Joyce
Regulatory Counsel and Manager
of Legislative Affairs

/lf

cc: Judge Angela T. Jones
Judge Darlene D. Heep

Enclosures – Certificate of Service

6. Various conferences were conducted by the parties in person and by telephone to try to achieve a settlement of some or all of the issues in this case. As a result of those

discussions, AP, I&E, OCA and Aqua LUG were able to agree to the Settlement set forth herein.

While the Joint Petitioners acknowledge that, except to the extent specifically set forth herein, they have not sought, nor would they be able, to agree upon the specific rate case adjustments which support their respective conclusions, they are in full agreement that this Settlement is in the best interest of the Company and its customers and, therefore, is in the public interest.

II. TERMS AND CONDITIONS

7. The Settlement consists of the following terms and conditions:

a. Upon the Commission's approval of this Settlement, AP will be permitted to charge the rates for water service set forth in the proposed Tariff Supplement annexed hereto as Appendix A (hereafter, the "Settlement Rates"). The Settlement Rates are designed to produce additional annual operating revenue of \$16.7 million, as shown on the proof of revenues annexed hereto as Appendix B. The Tariff Supplement set forth in Appendix A has been reviewed by the Joint Petitioners and complies with the terms of the Settlement. The Settlement Rates are designed to produce approximately \$425,559,264 in total annual water revenue (including Other Revenue) as shown in Appendix B, page 1, column 6.

b. The Joint Petitioners agree to exercise best efforts to obtain approval of this Settlement by the Commission on or before June 7, 2012 and the implementation of the Settlement Rates on or before June 8, 2012. Upon the entry of a Commission Order approving this Joint Petition, the Company will be permitted to file a tariff supplement in the form attached hereto as Appendix A to become effective upon one day's notice.

ENCLOSURE (4)

Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103-2921
Tel: 215.963.5000
Fax: 215.963.5001
www.morganlewis.com

Morgan Lewis
C O U N S E L O R S A T L A W

Thomas P. Gadsden
215.963.5234
tgadsden@morganlewis.com

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MAY 24 2012

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

May 2, 2012

VIA ELECTRONIC AND
FIRST CLASS MAIL

Honorable Angela T. Jones
Honorable Darlene D. Heep
Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
Office of Administrative Law Judge
801 Market Street, Suite 4063
Philadelphia, PA 19107

Re: **Pennsylvania Public Utility Commission v. Aqua Pennsylvania, Inc.**
Docket No. R-2011-2267958, et al.

Dear Judge Jones and Judge Heep:

I write, on behalf of Aqua Pennsylvania, in response to a letter addressed to you and dated April 16, 2012, in which Mr. Robert Curtius, a party to the above-captioned matter, registers his objection to consideration of the Joint Petition for Settlement submitted jointly on behalf of Aqua Pennsylvania, the Commission's Bureau of Investigation and Enforcement, the Office of Consumer Advocate and the Aqua Large Users Group on April 20, 2012.

In his letter, Mr. Curtius asserts that he was denied "a seat at the table" and was "cut out" of the negotiations that culminated in the Settlement because he did not authorize the use of his e-mail address. This is not true. In fact, Mr. Curtius received the initial settlement term sheet that began the negotiations in late March, was served with subsequent versions as the settlement talks progressed and, on at least two occasions, provided comments and proposed revisions **by e-mail**. Indeed, and as counsel for the OCA advised Your Honors at the April 10, 2012 evidentiary hearing:

"[B]oth pro se complainants have been privy to settlement discussions and have been shown the last draft of the settlement in principle" (Tr. 402-403).

Honorable Angela T. Jones
Honorable Darlene D. Heep
May 2, 2012
Page 2

Morgan Lewis
C O U N S E L O R S A T L A W

Moreover, Mr. Curtius was served with a copy of the Joint Petition for Settlement and is expected to file comments with respect to it. Stated simply, Mr. Curtius was furnished the same opportunity to participate in the settlement process as every other active party. His April 16, 2012 letter-objection should, therefore, be denied.

Sincerely,



Thomas P. Gadsden
Counsel for Aqua Pennsylvania, Inc.

TPG/tp
Enclosure

c: All active parties on Certificate of Service (attached)
Secretary Rosemary Chiavetta

FW: Aqua PA Term Sheet

From: **Joyce, Kimberly A.** (KAJoyce@aquaamerica.com)
Sent: Thu 4/05/12 3:22 PM
To: rkcurtius@hotmail.com (rkcurtius@hotmail.com)
1 attachment
Settlement Term Sheet - Counter APRIL 4 2012 KJ.docx (30.0 KB)

Mr. Curtius,

I did not have your email address.. Please see attached..

Thanks,
Kim Joyce

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

From: Joyce, Kimberly A.
Sent: Thursday, April 05, 2012 2:39 PM
To: Sparks, Shaun A.; Asmus, Daniel; Bakare, Adeolu A.; DeCusatis, Anthony; 'jerrylinden@yahoo.com'; Brooke E. Leach, Esquire; Wright, Carrie B.; Mincavage, Charis; OCA-SERVICE-AQUA-R20112267958; Gadsden, Tom; DeCusatis, Anthony; jkubas@pa.gov; Kalcic, Brian
Cc: Packer Jr, William C.; Joyce, Kimberly A.
Subject: Aqua PA Term Sheet

All,

Attached is an updated term sheet which outlines the Company's proposed rate design circulated earlier today.

With the exception of rate design which all parties are still reviewing, my understanding is that the OCA and BI&E are on board with the term sheet.

If you have any questions, please contact me at 610.645.1077.

ENCLOSURE (6)

Windows Live™ Hotmail (7) Messenger SkyDrive | MSN

bob curtius

profile | sign out

Hotmail

Inbox (7)

Folders

Junk (1)

Drafts (6)

Sent

Deleted

Aqua case

Banking

insurance (1)

Orders rec

Realestate

New folder

Quick views

Documents (1)

Flagged

Photos

Shipping updates

New category

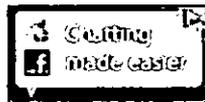
Messenger

Sign in to Messenger

Home

Contacts

Calendar



New | Reply Reply all Forward | Delete Junk Sweep ▾ Mark as ▾ Move to ▾ Categories ▾ |

FW: Settlement Term Sheet - Counter APRIL 6 2012 KJ V2.docx

Back to messages |

Shaun Sparks
To rkcurtius@hotmail.com

Documents | 4/11/12

Reply ▾

1 attachment (32.4 KB)

Hotmail Active View



Settlemen...docx
View online
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MAY 24 2012

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SECRETARY'S BUREAU

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Move to ▾ Categories ▾ |

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Ad feedback |

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AQUA PENNSYLVANIA, INC.

COMPARISON OF PRO FORMA COST OF SERVICE WITH REVENUES UNDER PRESENT AND SETTLEMENT RATES FOR THE TWELVE MONTHS ENDED JUNE 30, 2012

Customer Classification (1)	Pro Forma Cost of Service, as of June 30, 2012		Pro Forma Revenues Under Present Rates		Pro Forma Revenues Under Settlement Rates		Settlement Increase	
	Amount (2)	Percent of Total (3)	Amount (4)	Percent of Total (5)	Amount (6)	Percent of Total (7)	Amount (8)	Percent Increase (9)
Residential	\$ 294,158,621	67.0%	\$ 269,884,569	67.3%	\$ 281,502,173	67.5%	\$ 11,617,604 10,939,500	4.30%
Commercial	101,664,052	23.1%	91,134,244	22.7%	95,001,458	22.8%	3,867,214	4.24%
Industrial	16,912,180	3.9%	14,247,725	3.6%	14,928,506	3.6%	680,781	4.78%
Public	8,357,030	1.9%	7,374,710	1.8%	7,892,701	1.9%	517,991	7.02%
Other Water Utilities	753,888	0.2%	675,154	0.2%	725,516	0.2%	50,362	7.46%
Private Fire Protection	11,523,598	2.6%	12,069,260	3.0%	11,389,801	2.7%	(679,459)	-5.63%
Public Fire Protection	5,832,440	1.3%	5,559,321	1.4%	5,832,440	1.4%	273,119	4.91%
Total Tariff Sales of Water	439,201,809	100.0%	400,944,982	100.0%	417,272,595	100.0%	16,327,613	4.07%
Contract Sales - Industrial	2,895,073		2,827,752		2,895,073		67,321	2.38%
Contract Sales - Public	1,055,852		908,835		1,055,852		147,017	16.18%
Contract Sales - OWU	2,213,699		2,120,647		2,213,699		93,052	4.39%
Total Sales of Water	445,366,433		406,802,216		423,437,219		16,635,003	4.09%
Other Water Revenues	2,122,045		2,057,475		2,122,045		64,570	3.14%
Total	\$ 447,488,478		\$ 408,859,691		\$ 425,559,264		\$ 16,699,573	4.08%

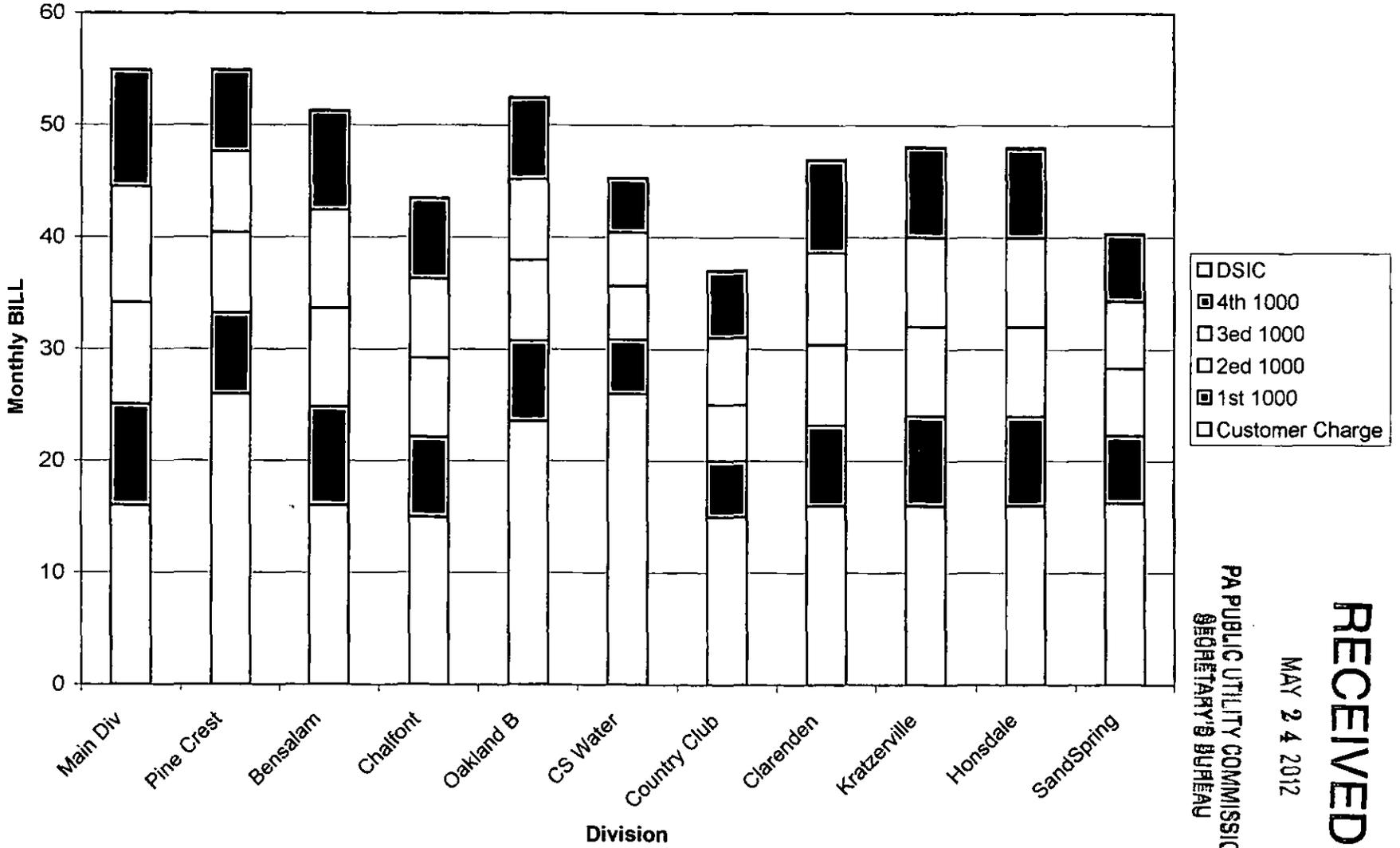
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SECRETARY'S BUREAU

MAY 24 2012

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ENCLOSURE (7)

New AQUA Rates for residential 5/8 meter Based on 4000 gal usage



ENCLOSURE (8)

ENCLOSURE (8)

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

MAY 24 2012

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ENCLOSURE 9

FROM PROPOSED TARIFF
APPENDIX A

Supplement No. 121

To

Water-PA.P.U.C. No. 1

One Hundred Eleventh Revised Page No. 1A

Canceling One Hundred Tenth Revised Page No. 1A

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MAY 24 2012

LIST OF CHANGES MADE BY THIS TARIFF

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

This tariff proposes to increase water charges for General Metered Service and Fire Service in all existing rate divisions, with the exceptions of Sand Springs and Mifflin Townships Divisions. The unmetered service rates in Main Division have been increased (Tenth Revised Page No. 4). All public fire hydrant rates that were less than 25% of the cost of service were increased. Most private fire hydrant rates that were less than \$54.60 per month were increased. All metered and unmetered Commercial fire service rates were increased. All Residential multiple meter set rates were increased.

Changes:

Decreases: This tariff resets the Distribution System Improvement Charge (DSIC) to 0.2 (Forty Sixth Revised Page 20).

Decreases: The 1 1/2 inch monthly meter customer charge for the Oakland Beach/Lakeside Acres Division has been decreased to \$89.90 (Seventh Revised Page 13).

Decreases: The monthly meter charges from the 1 1/2 inch meters though the 10 inch meters have been decreased to Main Division rates in the Kratzerville Division (Eleventh Revised Page 17A).

Decreases: The Honesdale monthly meter charge for the 5/8 inch meter has been decreased to \$16.00 (Eleventh Revised Page 17C)

The following divisions have been consolidated into Main Division: Hedgerow, White Haven, Apple wood and Marienville, Emlenton, Cove Village, Washington Park and Paupacken Lake.

The Pinecrest Division has been consolidated with Fawn Lake, Tanglewood, Woodledge, Western, Thornhurst and Eagle Rock Divisions.

Rule 64: Replace the interest rate of short term debt with weighted cost of long term debt.

200 .002

.2000

PAGE 47

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Re: Pennsylvania Public Utility Commission

MAY 24 2012

V

Aqua Pennsylvania, Inc.
Docket No. R-2011-2267958

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

I hereby certify that I have this day served a true copy of the forgoing document, Interrogatories of Robert Curtius upon the parties of record in this proceeding in accordance with the requirements of 52 Pa. Code 1.54 (relating to service by a participant) in a manner and upon the persons listed below.

Dated this 24th day of May 2012.

Service by first class mail, postage prepaid.

Kimberly A. Joyce
Aqua Pennsylvania Inc.
762 West Lancaster Avenue
Bryn Mawr, Pa 19101

Thomas P. Gadden, Esquire
Anthony C. DeCusatis, Esquire
Brooke E. Leach, Esquire
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1701 Market Street
Philadelphia, PA 19103

Carrie B. Wright, Esquire
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Pa. Public Utility Commission
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Emilio Rende
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Downingtown, PA 19335

Linda Palmisano
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Council for
Office Of Consumer Advocate
555 Walnut Street, 5th Floor, Forum
Place
Harrisburg, PA 17101-1923

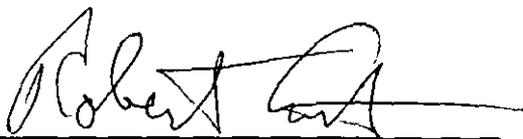
Service by first class mail continued

Thomas E. Pektas
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Broomall, PA 19008

John Dillon
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Micchael Silvestri
709 14th Avenue
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Robert Curtius
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Laurence Colfer
609 E. Pleasant Grove Road
West Chester, PA 19382-7452

Jerome Linden
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Bryn Mawr, PA 19010

William Whiting
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