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August 23, 2012

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

RE: Raymond Kochis v. Pennsylvania-American Water Company
Docket No. C-2011-2248437

Dear Secretary Chiavetta:

Enclosed for filing on behalf of Pennsylvania-American Water Company is an original of its Reply to Exceptions in the above-referenced matter. This document was e-filed at the Pennsylvania Public Utility Commission's website. Copies have been served on the Complainant in accordance with the attached Certificate of Service.

If you have any questions, please feel free to contact me.

Best Regards,

STEVENS & LEE



Michael A. Grun

Encl.

cc: Certificate of Service
Administrative Law Judge Katrina Dunderdale
Cheryl Walker Davis, Director, Office of Special Assistants w/encl. (Hardcopy and CD, via U.S. Mail)

Philadelphia • Reading • Valley Forge • Lehigh Valley • Harrisburg • Lancaster • Scranton
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A PROFESSIONAL CORPORATION

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

RAYMOND KOCHIS	:	
Complainant	:	
	:	
v.	:	Docket No. C-2011-2248437
	:	
PENNSYLVANIA-AMERICAN	:	
WATER COMPANY	:	
Respondent	:	

**PENNSYLVANIA-AMERICAN WATER COMPANY’S
REPLY TO EXCEPTIONS**

Pursuant to 52 Pa Code § 5.535, Pennsylvania-American Water Company (“PAWC” or “Company”), hereby replies to the Exceptions filed by the Complainant Raymond Kochis (“Mr. Kochis”, or “Complainant”). As set forth below, the Complainant’s Exceptions should be denied, and the Initial Decision should be upheld by the Commission.

For the most part, Mr. Kochis’ Exceptions simply repeat the central allegation of his Complaint and reiterate the testimony he provided at the hearing. In short, he believes that PAWC should be responsible for fixing the internal water pipes that froze and broke when Mr. Kochis was away from home.

The ALJ correctly concluded that PAWC did nothing wrong, and was not responsible for the problems alleged by Mr. Kochis. The Initial Decision in this matter carefully and thoroughly recounts the background of this case. In 2010, Mr. Kochis’ water meter began reflecting zero consumption for consecutive months. As a result, PAWC issued notices to Mr. Kochis requesting access to his property to inspect the

meter. (PAWC Ex. 2,3,4) Mr. Kochis testified that he was often away from home for long periods, and that is why the meter reflected zero consumption. (Tr. 15-28). But, as PAWC's witness explained, PAWC has no way of knowing the reasons for a customer's zero consumption. (N.T. 16-63)

PAWC's tariff provides that the Company may terminate service if a customer does not permit access for purpose of replacements, maintenance, or repair of meters. (PAWC Ex. 5). After multiple contacts in October and November 2010, Mr. Kochis refused to provide PAWC with access to the meter, and eventually PAWC terminated water service to Mr. Kochis' property on November 23, 2010.

Mr. Kochis alleges that internal pipes in his home froze and burst while he was away from home over the winter of 2010-2011. He claims that PAWC is somehow responsible for fixing the pipes, because the water service was shut off when the pipes broke.

Respectfully, Mr. Kochis' allegations make no sense. First of all, the fact that PAWC shut off Mr. Kochis' service has no causal effect on his internal pipes breaking.

Secondly, the result would have been the same had Mr. Kochis' water service been on, because he was out of town, his main water valve was shut off at his house, and his heating system was off or set so low that the temperatures reached freezing in his house.

In any event, PAWC acted properly and in accordance with its tariff, the Public Utility Code, and the Commission's regulations when it shut-off Mr. Kochis' service for non-access. PAWC Exhibits 2, 3, and 4 are copies of the notices that were sent to Mr. Kochis to request access and to inform him that his service would be shut-off if access was not granted. PAWC Exhibit 5 reflects that a Company representative visited the property to request access to the meter, but was denied access by Mr. Kochis. PAWC

Exhibit 6 reflects notes of telephone calls wherein Mr. Kochis acknowledged receiving the termination notices, but he still refused to allow the Company access to his meter. As the ALJ correctly noted, PAWC has an obligation to ensure that its metering equipment is functioning property, and its lawful Commission-approved tariff clearly specifies that a customer's service can be terminated for failure to provide access to a meter. See PAWC Ex. 5.

The record in this case also reflects that PAWC tried to assist Mr. Kochis with his needed plumbing repairs, even though the Company was in no way responsible for the broken pipes. PAWC referred Mr. Kochis to the H2O Program to provide him with minor plumbing repairs (See PAWC Ex. 7). Two independent witnesses from the H2O Program testified about the efforts that were made to assist Mr. Kochis.

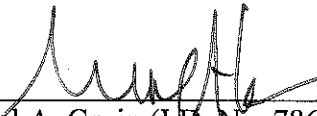
Mr. Kochis' Exceptions recount the inconvenience that he has experienced because he does not have water service at his home. But the reason that he did not have water is because multiple internal pipes in his home were broken, to the extent that water streams out of them whenever the water is turned on. (N.T. 24-31). PAWC is not responsible for this problem with Mr. Kochis' plumbing. The unfortunate aspect of Mr. Kochis' complaint is that he has always had the ability to repair his plumbing at any time over the past several years. Mr. Kochis often travels to such places as New York, Texas, and Las Vegas (see PAWC Ex. 7 at p. 1), so he clearly had sufficient funds to make the needed internal plumbing repairs, which he estimated would be in the range of \$900-\$1200 (Complainant Ex. 6). Instead of making the repairs, however, Mr. Kochis instead insisted that PAWC should make the repairs. But, as the record makes clear and as ALJ

Dunderdale correctly states, PAWC is not responsible for Mr. Kochis' broken pipes or the inconvenience he has experienced as a result of those broken pipes.

The ALJ also correctly concluded that Mr. Kochis had not proven any customer service deficiencies by PAWC, as nothing in the Public Utility Code or the Commission's regulations would require PAWC to provide customers with self-addressed stamped envelopes or prohibits the Company from asking for a customer's name on customer service calls.

For the reasons set forth above, the Commission should reject the Complainant's Exceptions, adopt the Initial Decision of ALJ Dunderdale in full, and dismiss the Complaint, with prejudice.

Respectfully submitted,



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Counsel for
Pennsylvania American Water Company

Dated: August 23, 2012

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

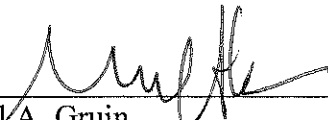
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Complainant	:	
	:	
v.	:	Docket No. C-2011-2248437
	:	
PENNSYLVANIA-AMERICAN	:	
WATER COMPANY	:	
Respondent	:	

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing Reply to Exceptions upon the party listed below, in accordance with the requirements of 52 Pa. Code §1.54 (relating to service by a party).

VIA First Class U.S. Mail

Raymond Kochis
416 Commonwealth Ave.
West Mifflin, PA 15222



Michael A. Gruin

DATED: August 23, 2012