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August 23, 2013

VIA ELECTRONIC FILING

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

**RE: Caroline Chang v. Pennsylvania American Water Company**  
**Docket No. C-2012-2337849**

Dear Secretary Chiavetta:

Enclosed for filing please find the Reply of Pennsylvania American Water Company to the Complainant's Exceptions in this matter. A copy has 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  
Office of Special Assistants (hard copy and CD -Rom)

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**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

CAROLINE CHANG	:	
	:	
Complainant	:	
	:	
v.	:	Docket No. C-2012-2337849
	:	
PENNSYLVANIA-AMERICAN	:	
WATER COMPANY	:	
Respondent	:	

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

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

**I. Background and Procedural History**

Ms. Chang filed her Formal Complaint against PAWC on or about December 3, 2012. The Complaint alleged that PAWC came onto her property, caused damage, put in a meter pit which caused a leak, and provided her no notice when they moved her meter to the meter pit. The Complainant additionally alleged that the meter pit is not within the Company’s easement. This case is an appeal from a prior informal Bureau of Consumer Services (“BCS”) decision at Case No. 3002055, in which the BCS found that the Complainant was responsible for the leak.

PAWC filed its Answer and New Matter to the Complaint on December 27, 2012. The Answer denied that PAWC was responsible for the leak on Ms. Chang's service line, and denied that it was responsible for any damages on the property. The Company admitted that a meter pit was installed on the Complainant's property, but denied that the Company did so without authorization and further denied that the Company dug up the Complainant's entire front yard, as alleged by Ms. Chang.

The initial hearing in this matter was held on February 13, 2013, but the hearing was continued to May 7, 2013 to allow the Complainant to have her plumber appear on her behalf. During the hearings, the Complainant presented her own testimony and the testimony of her plumber, and proffered twenty-three (23) exhibits. PAWC presented the testimony of two witnesses and proffered twelve (12) exhibits.

The Initial Decision in this case was issued by ALJ Jandebeur on June 24, 2013. The Initial Decision recommended dismissal of the Complaint in its entirety. The Initial Decision carefully analyzed each of the four issues raised by Ms. Chang, as set forth below.

With respect to Ms. Chang's allegation that the PAWC meter pit is located outside PAWC's easement, the ALJ correctly held that the Commission does not have jurisdiction to review easements and rights of way, and that such disputes must be brought before the Courts of Common Pleas.<sup>1</sup> With respect to Ms. Chang's allegation that PAWC did not provide her with any advance notice before the meter was moved to the meter pit, the ALJ correctly held that PAWC was not required to notify her before moving its own meter, and that in any event, Ms. Chang was fully aware that PAWC's service representative was working on the meter, and that it was proper for the Company

to place the meter in the pit.<sup>2</sup> With respect to Ms. Chang's allegation that PAWC failed to level and seed her lawn when they installed the meter pit, the ALJ correctly held that PAWC did re-seed and grade the lawn, and that Ms. Chang had not met her burden of proving that the work performed by PAWC was deficient.<sup>3</sup> With respect to the Ms. Chang's allegation that PAWC caused a leak on her service line, the ALJ correctly held that the leak was on Ms. Chang's side of the service line, and that there was no evidence that the leak was caused by PAWC.<sup>4</sup>

Ms. Chang filed Exceptions to the Initial Decision on August 12, 2013.<sup>5</sup> In her Exceptions, Ms. Chang took issue with several of the I.D.'s Findings of Fact and essentially just re-stated and summarized the allegations of her Complaint. As set forth below, Ms. Chang's Exceptions are meritless and provide no basis for rejecting or modifying the Initial Decision. It is clear from the record that the leak in question is on Ms. Chang's service line, that PAWC did not cause the leak, and that PAWC acted properly in conjunction with its billing and service to Ms. Chang.

## **II. Replies to Exceptions**

### **A. PAWC did not act improperly in connection with changing the account to Ms. Chang's name.**

As noted in Finding of Fact 3, the Complainant and her mother (Marion Bell) lived together at the property at issue in this case. The water service account was originally in the name of Ms. Chang's mother. Tr. at 89. Prior to July, 2006, the Pocono

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<sup>1</sup> I.D., at p. 8

<sup>2</sup> Id.

<sup>3</sup> I.D., at p. 9

<sup>4</sup> I.D., at pp. 9-10

<sup>5</sup> Ms. Chang initially served Exceptions on the Office of Special Assistants by email on July 12, 2013, but did not file them with the Secretary or serve counsel for PAWC. By Secretarial Letter issued on July 29, 2013, Ms. Chang was directed to file her Exceptions with the Secretary. By further Secretarial Letter issued on August 13, 2013, PAWC was served with a copy of Ms. Chang's Exceptions.

Farms Community Association owned the water distribution system and provided water service to the property of Ms. Chang and her mother. Tr. at 51, 54. PAWC acquired the Pocono Farms Community Association's water system in July 2006, and took over the service and billing customers, including Ms. Chang and her mother, based on the account records of the Association. See Tr. at 52 and PAWC Exhibit 8. Ms. Chang never contacted PAWC to have the name on the account changed or to initiate service in her own name until May 2012, as reflected in PAWC Exhibits 3,4, and 8. PAWC changed the name on the account to Ms. Chang's after she instructed the Company to do so. As such, PAWC did not act improperly in connection with the handling of the account.

B. Ms. Chang's witness acknowledged that the leak was on her side of the service line

Ms. Chang's witness clearly stated that the leak was on Ms. Chang's portion of the service line, between the meter pit and her house. See Tr., at p. 23. This testimony corroborated the testimony of PAWC witness Altmiller, who unequivocally determined that the leak was on Ms. Chang's service line. See Tr., pp. 59, 63.

C. The Company was authorized to install the meter pit in its present location.

Ms. Chang attempted to argue that the Company had no authority to install the meter pit in its present location. But as PAWC explained, the meter pit was installed in the exact location of the previously existing curb stop. Tr., p. 54. PAWC's tariff Rule 5.4 (PAWC Exhibit 10), states that the Company can place a meter in a vault or tile at its discretion, at a place just inside the customer's property line or at such other location

ordered by the Company. The placement of the meter in this location was perfectly reasonable and authorized by PAWC's tariff, because the meter pit was placed in the location of the pre-existing curb stop which marked the beginning of Ms. Chang's service line. As explained by PAWC's witness, a meter pit that was more distant from Ms. Chang's house would require her to extend her service line, which would increase her responsibility for maintenance and repairs. See Tr., 67. In any event, to the extent that Ms. Chang argues that the meter pit is outside of the Company's easement, it is well settled that the Commission does not have jurisdiction over such a dispute<sup>6</sup>, and accordingly, the ALJ properly recommended dismissal of this allegation for lack of jurisdiction.

D. The Company acted properly in connection with the relocation of its meter to the meter pit in July 2010.

As set forth above, the Company's tariff permits it to locate its meter in the meter pit. The Company installed the meter pit in 2010, but the Complainant did not provide the Company with access to her property to move the meter until July of 2012. See Tr., p. 58. Ms. Chang alleges that she was not informed that the meter was being relocated in July 2012, but the ALJ correctly noted that the Company was not obligated to inform her of the relocation of the meter, and to the extent that Ms. Chang was unaware of the relocation, it was due in part to her failure to observe the relocation. After the meter was relocated, it was obvious that it was no longer in the laundry room, yet Ms. Chang did not comment on it or raise any concerns with the relocation to the service representative who moved the meter. See. Tr., p. 28-39. The record is clear that the Company's field

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<sup>6</sup> *Fiorello v. PECO Energy Co.*, Docket No. C-00971088, (Order entered September 14, 1999). *Stefanoski v. PA American Water Co.*, Docket No. C-20078219 (Order entered September 22, 2008). See also *Anne*

service representative informed Ms. Chang that he was working on the meter, and the Company was authorized to move its meter to the meter pit. In short, the I.D. correctly found that Ms. Chang did not submit any proof that the Company acted improperly in connection with the relocation of the meter to the meter pit.

- E. The record clearly demonstrates that the leak is on Ms. Chang's service line, and that PAWC did not cause the service line leak.

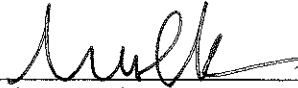
Ms. Chang's allegation that the Company caused her service line leak is mere conjecture that is unsupported by any evidence. Ms. Chang's own witness stated that he could not be sure of how the leak was caused unless he excavated the service line. By contrast, PAWC's witness Altmiller testified that the company tested for leaks after the meter pit was installed in July 2010, and no leaks were found. Tr. at 59. He also testified that no leaks were detected by the Company's periodic system-wide leak tests in 2010 or 2011. Tr. 60. Based on Mr. Altmiller's extensive experience with service line leaks and leak detection, Ms. Altmiller is of the opinion that the leak is on the service line, and is not close to the meter pit. Tr. 65. His conclusion is that the leak is the result of the age of the service line. Tr. 66.

The ALJ correctly concluded that there is no substantial evidence which would allow for a conclusion that PAWC caused Ms. Chang's service line leak. The Company's Tariff makes it clear that customers have full responsibility for maintaining, repairing, and replacing service lines. See PAWC Exhibit 10. As such, there is no basis to hold PAWC responsible for repairing the leak on Ms. Chang's service line.

### III. Conclusion

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

Respectfully submitted,



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Counsel for  
Pennsylvania American Water Company

Dated: August 23, 2013

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WATER COMPANY	:	
Respondent	:	

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**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

Caroline Chang  
6200 Saint Regis Walk, N6200  
Tobyhanna, PA 18466

  
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Michael A. Gruin

DATED: August 23, 2013