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March 2, 2016

VIA ELECTRONIC FILING

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

RE: Tonia Scott v. Pennsylvania-American Water Company
Docket No. C-2016-2529902

Dear Secretary Chiavetta:

Enclosed for filing on behalf of Pennsylvania-American Water Company is an original of its Preliminary Objections to the above-referenced Complaint. 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. Gruin

Enclosure

cc: Certificate of Service

Philadelphia • Reading • Valley Forge • Allentown • Harrisburg • Lancaster • Scranton
Wilkes-Barre • Princeton • Charleston • New York • Wilmington

A PROFESSIONAL CORPORATION

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

TONIA SCOTT	:	
Complainant	:	
	:	
v.	:	Docket No. C-2016-2529902
	:	
PENNSYLVANIA-AMERICAN	:	
WATER COMPANY	:	
Respondent	:	

NOTICE TO PLEAD

To: *Tonia Scott*

You are hereby notified to file a written response to the attached Preliminary Objection of Pennsylvania-American Water Company within ten (10) days from the date of service of this notice. If you do not file a written response denying or correcting the enclosed Preliminary Objection within ten (10) days of service, the facts set forth by Pennsylvania-American Water Company may be deemed to be true, thereby requiring no other proof, and judgment may be entered against you. All pleadings, such as responses to Preliminary Objections, must be filed with the Secretary of the Pennsylvania Public Utility Commission:

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

You must also serve a copy of your response on the undersigned counsel for Pennsylvania-American Water Company. Failure to respond to this Preliminary Objection could result in the dismissal of your case.

STEVENS & LEE



Michael A. Gruin (I.D. No. 78625)
17 N. 2nd St.
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Harrisburg, PA 17101
Tel. (717) 255-7365
Fax (610) 988-0852
Counsel for
Pennsylvania-American Water Company

DATE: March 2, 2016

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PENNSYLVANIA-AMERICAN	:	
WATER COMPANY	:	
Respondent	:	

**PENNSYLVANIA AMERICAN WATER COMPANY’S PRELIMINARY
OBJECTION TO THE COMPLAINT**

Respondent, Pennsylvania-American Water Company (“Respondent” or “Company”) pursuant to 52 Pa. Code § 5.101(a)(4) respectfully petitions this Honorable Commission to dismiss the instant Complaint as legally insufficient, for the reasons set forth below.

1. On February 22, 2016, Pennsylvania-American Water Company was served with a formal Complaint (the “2016 Complaint”) filed by Tonia Scott (“Complainant”). A copy of the 2016 Complaint is attached as Exhibit 1.

2. The 2016 Complaint argues that Pennsylvania American Water Company improperly rejected the Complainant’s offer to pay her water bill using a “negotiable instrument”.

3. The Company is simultaneously filing an Answer with New Matter to the Formal Complaint.

4. Pursuant to 52 Pa. Code §5. 101(a)(4) preliminary objections may be filed against a complaint for legal insufficiency.

5. Commission practice regarding preliminary objections is similar to that utilized in Pennsylvania civil practice. *Equitable Small Transportation Intervenors v. Equitable Gas Company*, Docket No. C-00935435 (Order entered July 18, 1994). When considering preliminary objections, the Commission must determine: ... whether the law says with certainty, based on well-pleaded factual averments ... that no recovery or relief is possible. *P.J.S. v. Pa. State Ethics Commission*, 669 A.2d 1105 (Pa. Cmwlth. 1996). Any doubt must be resolved in favor of the non-moving party by refusing to sustain the preliminary objections. *Boyd v. Ward*, 802 A.2d 705 (Pa. Cmwlth. 2002); *Dept. of Auditor General v. State Employees' Retirement System*, 836 A.2d 1053, 1064 (Pa. Cmwlth. 2003).

6. In considering preliminary objections, the Commission may not rely upon the factual assertions of the moving party, but must accept as true for purposes of disposing of the preliminary objections all well-pleaded, material facts of the nonmoving party, as well as every inference from those facts. *County of Allegheny v. Commonwealth of Pennsylvania*, 490 A.2d 402 (Pa. 1985); *Commonwealth of Pennsylvania v. Bell Telephone Co. of Pa.*, 551 A.2d 602 (Pa. Cmwlth. 1988). A preliminary objection in civil practice seeking dismissal of a pleading will be granted only where relief is clearly warranted and free from doubt. *Interstate Traveller Services, Inc. v. Pa. Dept. of Environmental Resources*, 406 A.2d 1020 (Pa. 1979); *Rivera v. Philadelphia Theological Seminary of St. Charles Borromeo, Inc.*, 595 A.2d 172 (Pa. Super. 1991). The Commission has adopted this standard. *Montague v. Philadelphia Electric Company*, 66 Pa. PUC 24 (1988).

7. Section 703 of the Public Utility Code, 66 Pa. C.S.A. § 703(b) provides that the Commission may dismiss any complaint without a hearing if, in its opinion, a hearing is not necessary in the public interest.

8. A hearing is required only when there is a disputed question of fact, and is not required to resolve questions of law. *Dee-Dee Cab, Inc. v. Pa. Pub. Util. Comm'n*, 817 A.2d 593 (Pa. Commw. Ct. 2003), petition for allowance of appeal denied, 836 A.2d 123 (Pa. 2003).

9. Here, there are no genuine issues of fact and Pennsylvania-American Water Company is entitled to judgment as a matter of law with respect to the allegations of the Complaint.

10. The Complainant, previously filed a nearly identical Formal Complaint to the Commission against the Company in June of 2015 (the “2015 Complaint”). A copy of that 2015 Complaint is attached hereto as Exhibit 2.

11. The 2015 Complaint contains the same allegations that are included in the 2016 Complaint, related to the Company’s rejection of Ms. Scott’s offer of a “negotiable instrument” to pay her water bill.

12. A hearing was held on the 2015 Complaint, and by Initial Decision issued on November 19, 2015, Administrative Law Judge Ember Jandebour recommended dismissal of the Complaint. A copy of Judge Jandebour’s Initial Decision in the 2015 Complaint case is attached hereto as Exhibit 3.

13. Judge Jandebour correctly determined that it was not improper for the Company to only accept cash, certified checks, money orders, validated checks or payment by credit cards. Judge Jandebour also determined that the Commission does not

have jurisdiction to interpret the Uniform Commercial Code to determine negotiability of instruments, citing *Alkhatib v. PECO Energy Company*, PUC Docket No. F-2009-2135893 (Opinion and Order entered August 3, 2010).

14. No Exceptions were filed to ALJ Jandebour's Initial Decision, and by Final Order entered on December 22, 2015, the 2015 Complaint was formally dismissed. A copy of the Commission's Final Order is attached hereto as Exhibit 4.

15. The 2016 seeks the exact same relief that was rejected by the Commission in connection with the 2015 Complaint, for the exact same reasons.

16. Section 316 of the Public Utility Code, 66 Pa.C.S. §316. "[w]henver the commission shall make any rule, regulation, finding, determination or order, the same shall be prima facia evidence of the facts found and shall remain conclusive upon all parties affected thereby"

17. The present Complaint is barred by the doctrine of res judicata and it should be dismissed by the Commission, because the Commission has already made a determination and issued an Order which dismissed an identical complaint filed by the Complainant that was based on the same set of facts and which requested the same relief.

18. The doctrine of res judicata operates to prevent re-litigation of claims already litigated on the merits. As stated by the Commission in *Frank Tomazin v. Pennsylvania-American Water Company*, 1997 Pa. PUC Lexis 52 (1997), "the policies underlying the doctrine of res judicata are minimizing judicial energy devoted to individual cases, establishing certainty and respect for court judgments, and protecting the party relying on the prior adjudication from vexatious litigation."

19. If it is determined by the ALJ or the Commission that a moving party is entitled to a judgment as a matter of law, and there is no genuine issue as to a material fact, a motion for summary judgment or judgment on the pleadings will be granted. 52 Pa. Code § 5.102(d)(1).

20. The doctrine of res judicata, which is also known as claim preclusion, holds that a final judgment on the merits by a court of competent jurisdiction will bar any future action on the same cause of action between the parties and their privies. *Hopewell Estates, Inc. v. Kent*, 435 Pa. Superior Ct. 471, 476, 646 A.2d 1192 (1994). The doctrine of res judicata applies to cases before the Commission. See, *O'Toole v. Bell Telephone Co. of Pennsylvania, Inc.*, 77 Pa. P.U.C. 98, 104 (1992). The doctrine of res judicata reflects the refusal of the law to tolerate the re-litigation of a matter decided by a court of competent jurisdiction. For the doctrine to prevail four conditions must be met:

- (1) Identity of issues;
- (2) Identity of causes of action;
- (3) Identity of persons and parties to the action; and
- (4) Identity of the quality and capacity of the parties suing or sued.

Day v. Volkswagenwerk Aktiengesellschaft, 318 Pa. Superior Ct. 255, 474 A.2d 1313, 1316, 1317 (1983).

21. Although the doctrine of res judicata is not specifically listed among the grounds for preliminary objections in the Commission's regulations, the Commission has sustained preliminary objections to a complaint on the grounds of res judicata, on the theory that a complaint that already has been adjudicated is not legally sufficient under 52

Pa. Code § 5.101(a)(4). See, e.g., *Anthony Cannon v. Verizon Pennsylvania, LLC*, Docket No. C-2013-2353818 (Opinion and Order entered March 6, 2014); *Sattar v. Aqua Pennsylvania, Inc.*, Docket No. C-2011-2268119 (Order entered July 19, 2012). The Commission also has treated such preliminary objections as a motion for summary judgment or judgment on the pleadings. *Wroblewski v. Pennsylvania Electric Company*, Docket No. C-2008-2058385 (Order entered May 15, 2009).

22. In the present case all four elements of res judicata are met. Clearly, the parties are identical in both Complaints. It is clear from reviewing the 2015 Complaint and the 2016 Complaint that Ms. Scott is a Complainant and the Company is the Respondent in both cases.

23. The thing sued upon is identical in both Complaints. Both the 2015 Complaint and the 2016 Complaint involve a request to require Pennsylvania American Water Company to accept a “negotiable instrument” as payment for Ms. Scott’s water bill.

24. The cause of action in both the 2015 and 2016 Complaints is also identical, i.e., a formal complaint under the Public Utility Code.

25. Finally, the quality and capacity of the parties is identical in both Complaints. The Complainant is the customer and occupant of the affected premises in both complaints, and Pennsylvania American Water Company is the public utility against whom the Complaint is filed.

26. After a hearing at which Ms. Scott testified, the Commission entered an Order dismissing the 20015 Complaint. This Order was not appealed or reversed, and is therefore binding on the parties pursuant to 66 Pa. C.S. §316.

27. For the reasons set forth above, Ms. Scott's current Complaint should be dismissed as legally insufficient under 52 Pa. Code §5.101(a)(4).

WHEREFORE, for the reasons set forth above, Pennsylvania American Water Company respectfully requests that your Honorable Commission summarily dismiss the Complaint with prejudice, and enter an Order prohibiting the docketing of any further Complaints filed by the Complainant involving the same allegations regarding the request to accept a "negotiable instrument" as a valid form of payment for utility service.

Respectfully submitted,



Michael A. Gruin (I.D. No. 78625)
17 N. 2nd St.
16th Floor
Harrisburg, PA 17101
Tel. (717) 255-7365
Fax (610) 988-0852

Counsel for Pennsylvania American Water
Company

Dated: March 2, 2016

Shut off Notice
2/22/16

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Formal Complaint

Filing this form begins a legal proceeding and you will be a party to the case.
If you do not wish to be a party to the case, consider filing an Informal complaint.

To complete this form, please type or print legibly in ink.

1. Customer (Complainant) Information

Provide your name, mailing address, county, telephone number(s), e-mail address and utility account number. It is your responsibility to update the Commission with any changes to your address and to where you want documents mailed to you.

Name Tonia Scott

Street/P.O. Box 4110 Winchester Way Apt # _____

City Bushkill State PA Zip 18324

County PIKE

Telephone Number(s) Where We Can Contact You During the Day:

(570) 994-1931 (home) (570) 202-1171 (mobile)

E-mail Address (optional): entise42@yahoo.com

Utility Account Number (from your bill) 1024-210034626219

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

Name SAME AS ABOVE

Street/P.O. Box _____

City _____ State _____ Zip _____

2. Name of Utility or Company (Respondent)

Provide the full name of the utility or company about which you are complaining. The name of your utility or company is on your bill.

Pennsylvania American Water

RECEIVED

FEB 18 2016

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



3. Type of Utility Service

Check the box listing the type of utility service that is the subject of your complaint (check only one):

- ELECTRIC WASTEWATER/SEWER
 GAS TELEPHONE/TELECOMMUNICATIONS (local, long distance)
 WATER MOTOR CARRIER (e.g. taxi, moving company, limousine)
 STEAM HEAT

4. Reason for Complaint

What kind of problem are you having with the utility or company? Check all boxes below that apply and state the reason for your complaint. Explain specifically what you believe the utility or company has done wrong. Provide relevant details including dates, times and places and any other information that may be important. If the complaint is about billing, tell us the amount you believe is not correct. Use additional paper if you need more space. **Your complaint may be dismissed without a hearing if you do not provide specific information.**

- The utility is threatening to shut off my service or has already shut off my service.
- I would like a payment agreement.
- Incorrect charges are on my bill. Provide dates that are important and an explanation about any amounts or charges that you believe are not correct. Attach a copy of the bill(s) in question if you have it/them.
- I am having a reliability, safety or quality problem with my utility service. Explain the problem, including dates, times or places and any other relevant details that may be important.
- Other (explain).

PLEASE SEE ENCLOSURE w/ Exhibits

Note: If your complaint is only about removing or modifying a municipal lien filed by the City of Philadelphia, the Public Utility Commission (PUC) cannot address it. Only local courts in Philadelphia County can address this type of complaint. The PUC can address a complaint about service or incorrect billing even if that amount is subject to a lien.

In addition, the PUC generally does not handle complaints about cell phone or Internet service, but may be able to resolve a dispute regarding voice communications over the Internet (including the inability to make voice 911/E911 emergency calls) or concerns about high-speed access to Internet service.

5. Requested Relief

How do you want your complaint to be resolved? Explain what you want the PUC to order the utility or company to do. Use additional paper if you need more space.

Please see enclosure
w/ exhibits

The goal is to uphold
the U.S. Constitution
TREATIES by not changing
the LAND
OWNER.

Note: The PUC can decide that a customer was not billed correctly and can order billing refunds. The PUC can also fine a utility or company for not following rules and can order a utility or company to correct a problem with your service. Under state law, the PUC cannot decide whether a utility or company should pay customers for loss or damages. Damage claims may be sought in an appropriate civil court.

6. Protection From Abuse (PFA)

Has a court granted a "Protection From Abuse" order that is currently in effect for your personal safety or welfare? The PUC needs this information to properly process your complaint so that your identity is not made public.

Note: You must answer this question if your complaint is against a natural gas distribution utility, an electric distribution utility or a water distribution utility AND your complaint is about a problem involving billing, a request to receive service, a security deposit request, termination of service or a request for a payment agreement.

Has a court granted a "Protection From Abuse" order for your personal safety or welfare?

YES

NO

If your answer to the above question is "yes," attach a copy of the current Protection From Abuse order to this Formal Complaint form.

7. Prior Utility Contact

a. Is this an appeal from a decision of the PUC's Bureau of Consumer Services (BCS)?

YES

NO

Note: If you answered yes, move to Section 8. No further contact with the utility or company is required. If you answered no, answer the question in Section 7 b. and answer the question in Section 7 c. if relevant.

b. If this is not an appeal from a BCS decision, have you spoken to a utility or company representative about this complaint?

YES

NO

Note: You must contact the utility first if (1) you are a residential customer, (2) your complaint is against a natural gas distribution utility, an electric distribution utility or a water utility AND (3) your complaint is about a billing problem, a service problem, a termination of service problem, or a request for a payment agreement.

9. Verification and Signature

You must sign your complaint. Individuals filing a Formal Complaint must print or type their name on the line provided in the verification paragraph below and must sign and date this form in ink. If you do not sign the Formal Complaint, the PUC will not accept it.

Verification:

I, Tonia Scott, 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).

Tonia Scott (Signature of Complainant) 2/17/16 (Date)

N/A
Title of authorized employee or officer (only applicable to corporations, associations, partnerships, limited liability companies or political subdivisions)

Note: If the Complainant is a corporation, association, partnership, limited liability company or political subdivision, the verification must be signed by an authorized officer or authorized employee. If the Formal Complaint is not signed by one of these individuals, the PUC will not accept it.

10. Two Ways to File Your Formal Complaint

Electronically. You must create an account on the PUC's eFiling system, which may be accessed at <http://www.puc.pa.gov/efiling/default.aspx>.

Note: If you are appealing your Bureau of Consumer Services (BCS) decision, you must file your formal complaint by mail.

Mail. Mail the completed form with your original signature and any attachments, by certified mail, first class mail, or overnight delivery to this address:

Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, Pennsylvania 17120

Note: Formal Complaints sent by fax or e-mail will not be accepted.

If you have any questions about filling out this form, please contact the Secretary's Bureau at 717-772-7777.

Keep a copy of your Formal Complaint for your records.

On March 17, 2015, Complainant contacted defendant, Pennsylvania American Water Company custom service center and offered a negotiable instrument collateralized by a documented precious commodity as payment for service in accordance to **Uniformed Commercial Code 3-104** and the **Uniform Negotiable Instruments Act**; for the account # 1024-210034626219. Complainant requested to have her security agreement filed as a **UCC Transmission of Utilities** with the **Pennsylvania Secretary of State** as stated on the municipality's website. Complainant was informed to fax her request to 618-433-4677 at the attention of defendant's collections department. After almost a month of no feedback, Complainant reestablished contact with defendant's customer service center and was redirected to 2. different venues, so on April 03, 2015, a security agreement request was faxed to 618-433-4499 at the attentions of the collections department and another agreement was faxed again to 618-433-4677. On April 15, 2015, Complainant conversed directly with Linda Gehan an agent of the defendant, Pennsylvania American Water Company's collections department. Ms. Gehan informed Complainant to email her security agreement directly to her at Linda.Gehan@amwater.com. Complainant complied. Complainant was later threaten to have her water services terminated.

Therefore, on June 24, 2015 complainant filed a formal complaint against defendant, Pennsylvania American Water Company with the Pennsylvania Utility Commission (C-2015-2489453). Complainant cited that her security agreement offered a negotiable instrument collateralized by a documented precious commodity as payment in exchange for water service. Thus in accordance to **Uniformed Commercial Code 3-104** and the **Uniform Negotiable Instruments Act** as well as **UCC Transmission of Utilities** with the **Pennsylvania Secretary of State**. http://www.portal.state.pa.us/portal/server.pt/community/corporations/12457/for_ms/571880. Complainant outlined the below in support of her security agreement request, complainant provided the legal definition of **payment** and **money** in accordance to the following:

1. "**Payment**", in a more restricted legal sense payment is the performance of a duty, promise, or obligation, or discharge of a debt or liability, by the delivery of money or **other value** by a debtor to a creditor, where the money or other **valuable thing** is tendered and accepted as extinguishing debt or obligation in whole or in part. Also the money or other thing so delivered. **Root v. Kelley, 39 Misc. 530, 80 N.Y.Supp. 482; Moulton v. Robison, 27 N.H. 554; Clay v. Lakenan, 101 Mo.App. 563, 74 S.W. 391; Roberts v. Vonnegut, 58 Ind.App. 142,**

104 N.E. 321, 326; Buhl Highway Dist. v. Allred, 41 Idaho 54, 238 P. 298, 304.

2. **"Money"** has no technical meaning, but is of ambiguous import, and may be interpreted having regard to all surrounding circumstances under which it is used. **"Money"** is often and popularly used as equivalent to **"property"**. **"Money"** means wealth reckoned in terms of money; capital considered as a cash **asset**; specifically such wealth or capital dealt in as a **commodity** to be loaned, invested, or the like; wealth considered as a cash **asset**. **Salt Lake County v. Utah Copper Co., C.C.A.Utah, 93 F.2d 127, 132.**

As for cash, Federal Reserve's notes would constitute counterfeiting and fraud; since complainant is not an agent of any of the Federal Reserve Banks.

Federal Reserve Act of 1913, Chap 6, 38 Stat. 251 Sec 16

"Federal Reserve notes, to be issued at the discretion of the Federal Reserve Board for the purpose of making advances to Federal Reserve banks through the Federal Reserve agents as hereinafter set forth and for no other purpose, are hereby authorized".

According to the ***Pennsylvania Security Act*** and the ***Constitution of the United States***, it would be illegal to counterfeit, offer, sale or purchase any securities other than complainant's own. Therefore Complainant's only recourse in debt relief was to issue her own securities as payment.

About a month later, Complainant received a response from defendant's attorney Michael A. Gruin. Mr. Gruin's telephone Complainant and informed her that her offer was not acceptable, if Federal Reserve notes were not offered as financial compensation. Thus extorting Complainant to commit securities fraud, complainant refused.

The Pennsylvania Utility Commission scheduled a telephone hearing on October 01, 2015. Before the hearing, on September 17, 2015, complainant's notifications were sent to the following fax numbers:

1. 610-988-0852, Pennsylvania Utility Commission;
2. 570-963-3310, PUC's Administer Ember S. Jandebeur;
3. 717-783-9526, defendant's attorney Michael A. Gruin.

The documentations that were transmitted consist of the following:

Defendant's refusal to accept Complainant's method of payment would constitute a discharge of debt, in compliance with **Uniform Commercial Code § 3-603.**

TENDER OF PAYMENT:

(b) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates.

(c) If tender of payment of an amount due on an instrument is made to a person entitled to enforce the instrument, the obligation of the obligor to pay interest after the due date on the amount tendered is discharged. If presentment is required with respect to an instrument and the obligor is able and ready to pay on the due date at every place of payment stated in the instrument, the obligor is deemed to have made tender of payment on the due date to the person entitled to enforce the instrument.

(d) To discharge the debt or claim is to extinguish it, to annul its obligatory force, to satisfy it. And here also the term is generic; thus a debt, a mortgage, a legacy, may be discharged by payment or performance, or by any act short of that, lawful in itself. **Blackwood v. Brown, 29 Mich. 484; Rangely v. Spring; 28 Me. 151.** To discharge a person is to liberate him from the binding force of an obligation, debt, or claim.

Complainant also informed defendant, Pennsylvania American Water Company of Complainant's ownership authority of the land that the defendant had failed to compensate for usage. Thus in accordance to the below treaties with the United States Corporation and since Pennsylvania American Water Company is a sub-corporation of the United States. Corporate obligations are unilateral.

Complainant, Tonia Scott is an Aboriginal/ Indigenous American Indian within the meaning of the description of the **Draft Declaration of the Inter-American Declaration of the Rights of Indigenous Peoples** at Article 1 Definition:

"In this Declaration Indigenous Peoples are those who embody historical continuity with societies which existed prior to the conquest and settlement of their territories by Europeans..."

According to the **Congressional House Resolution 331**: Congress has acknowledged that Complainant's "***bloodline***" ancestors (the ***Iroquois/Haudenosaunee*** nation) developed the political system that formed the original thirteen colonies into one republic and that their principles were incorporated into the United States Constitution.

The **Constitution of the United States**, Article. VI. - **Debts, Supremacy, Oaths, Section 2**, 'This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and ***all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land***; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding".

Definition of key terms used in the United Nation Treaty Collection. The term "**declaration**" is used for various international instruments.

(a) ***A declaration can be a treaty*** in the proper sense. A significant example is the **Joint Declaration between the United Kingdom and China on the Question of Hong Kong of 1984**.

Complainant, Tonia Scott is an ***heir*** of the North American continent , **Hartford-Connecticut Trust Co. v. Lawrence, 106 Conn. 178, 138 A. 159, 160**. Colonial legislatures were divested of their legislative powers, and required to transfer jurisdiction and all powers over the cultural rights of indigenous and Aboriginal American Indian peoples to those peoples and prohibited from making any law that effects the rights of indigenous people to fully and effectively enjoy their right to self-determination in **Article 5 of the Declaration on the Granting of Independence to Colonial Countries and Peoples, Adopted by General Assembly resolution 1514 (XV) of 14 December 1960**. See Article 5 to wit:

"Immediate steps shall be taken, in Trust and Non-Self Governing Territories or all other territories which have not yet attained independence, to transfer all powers to the peoples of those territories, without any conditions or reservations, in accordance with their freely expressed will and desire..."

Also Article 6 to wit: **"Any attempt aimed at the partial or total disruption of the national unity and the territorial integrity of a country is incompatible with the purposes and principles of the Charter of the United Nations."**

1962 GENERAL ASSEMBLY RESOLUTION ON PERMANENT SOVEREIGNTY OVER NATURAL RESOURCES (GAR 1803) See Article 4 to wit:

"Nationalization, expropriation or requisitioning shall be based on grounds or reasons of public utility, security or the national interest which are recognized as overriding purely individual or private interests, both domestic and foreign. In such cases the owner shall be paid appropriate compensation, in accordance with the rules in force in the State taking such measures in the exercise of its sovereignty and in accordance with international law."

United Nations Declaration on the Rights of Indigenous Peoples, September 13, 2007:

"Considering also that *treaties, agreements and other constructive arrangements*, and the relationship they represent, are the basis for a strengthened partnership between indigenous peoples and States"

Indigenous people have the right to redress, by means that can include restitution or, when this is not possible, just fair and equitable compensation for the lands, territories and resources which they have traditionally owned or otherwise occupied or used and which have been confiscated, taken, occupied used or damaged without their free, prior and informed consent.- Article 28 (1).

Unless otherwise freely agreed upon by the people concerned. **COMPENSATION SHALL TAKE THE FORM OF LANDS, TERRITORIES AND RESOURCES equal in quality, size and legal status or of monetary compensation or other appropriate redress**- Article 28 (2).

The **Vienna Convention on the Law of Treaties** requires that the United States of America fulfill its obligations incurred thereunder.

"The United States of America is a member of the United Nations, and is bound by the Charter of the United Nations to promote and protect the Rights of Indigenous Peoples."

On December 20, 2015, Complainant received a letter from the Pennsylvania Utility Commission dismissing Complainant's claim based upon the following wit, "*Administrative agencies are creatures of the legislature and have only those power which have been conferred by statute*". The letter was **NOT** endorsed by the Administrative "Law Judge", Ember S. Jandebaur; and when complainant questioned the lack of endorsement for verification and validation, complainant was informed that it is the PUC's policy not to endorse decisions. Administrative "Law Judge", Ember S. Jandebaur failed to remember the following:

- a. "*When acting to enforce a statute and its subsequent amendments to the present date, the judge of the municipal court is acting as an administrative officer and not in a judicial capacity; courts in administering or enforcing statutes do not act judicially, but merely ministerially*". **Thompson v. Smith 154 SE 583.**
- b. As the Supreme Court stated in **Altria Group v. Good, 555 U.S. 70 (2008)**, a federal law that conflicts with a state law will trump, or "preempt", that state law: federal law will always prevail.
- c. **Note:** The presiding administrator (s), and any administrator (s) acting as organ of the court, is aware that **42 USC 1986** requires the person(s) adjudicating legal processes, to correct wrongs, and that their failure to correct the wrongs that were addressed constitutes **Fraud** under **Rule 9(b)** of the **FRCP**, cross referenced to **28 USC 1746**, and that this **Fraud** constitutes a Perjury on the Oath of Office at **18 USC 1621**, deprives us of rights, at **18 USC 241**, and **242**, Conspires to deprives rights at **42 USC 1985**; is an extortion of rights at **18 USC 872**, and is actionable under **42 USC 1983**.
- d. **Maine v. Thiboutot 448 US 1, 100 SCT 2502** – Officers of the court have no immunity, when violating a constitutional right from liability. For they are deemed to know the law.
- e. "Where rights secured by the Constitution are involved, there can be no rule-making or legislation, which would abrogate them. **Miranda v. Arizona 384 US 436, 125:**"
- f. All Agents, State and Federal Officials, Contractors are to be informed of the Law of the Land (Constitution) and their obligation to uphold the same

and to no longer be excused without action on the part of the Pennsylvania Utility Commission agent (s) for violating the same. And to be made cognizance of the recompense of colorable actions on their part, by not adhering to the Law.

"The constitution of the United States, and acts of congress made in conformity to it the constitution of the state in which a corporation is located, and acts of the legislature, constitutionally made, together with the common-law as there accepted, are of superior force to any by-law; and such by-law, when contrary to either of them, is therefore void, whether the charter authorizes the making of such by-law or not; because no legislature can grant power larger than they themselves possess. **7 Cowen's R. 585; Id. 604 5 Cowen's R. 538. Vide, generally, Aug. on Corp. ch. 9; Willc. on Corp. ch. 2, s. 3; Bac. Ab. h. t.; 4 Vin. Ab. 301 Dane's Ab. Index, h. t., Com. Dig. h. t.; and Id. vol. viii. h. t.**"

Afterwards the harassment and threats to terminate the water service continued from the defendant. On January 27, 2016, Complainant conversed with defendant's company attorney, Ms. Roberta Gautsch pertaining to treaty violations, lack of contractual and constitutional unilateral obligations. Complainant also stated that according to treaties, she is a creditor as oppose to a debtor. Ms. Gautsch stated that such legal notifications would have to be fax directly to her at 717-531-3399. Complainant complied. A few days later Complainant received a 2 day notice that the water service would be terminated.

Defendant, Pennsylvania American Water has failed to comply to complainant's request, thus in turn violating the **United States Constitution, Treaties, Title 18, Part 1, Chapter 13 §242 of United States Codes of Law and Title 18, Part 1, Chapter 13 §241 of United States Codes of Law**. Defendant, Pennsylvania American Water is also **extorting** complainant to commit securities fraud by counterfeiting Federal Reserve notes with threats to terminate complainant's water service.

Complainant, Tonia Scott claims full and equal protection of the Law in **Marbury v. Madison 5 US 137** - "The Constitution of these United States is the **Supreme Law of the Land**. Any law, that is repugnant to the Constitution, is null and void of law." See **Pennsylvania v. Nelson, 350 U.S. 497 (1956)**



PENNSYLVANIA AMERICAN WATER

PO Box 371412, Pittsburgh, Pa. 15250-7412

For Service To: 4110 WINCHESTER WAY LT-1013 BUSHKILL, PA 18324

00010242100346262190000000000060898008

Account Number	1024-210034626219	01/22/2016
Pay Before	02/01/2016	
Total Due	608.98	

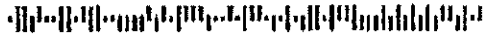
Check this box for address changes and note new address on back.



000417 1 MB 0.438 00418000418000418 3 01 ACTNNS001

TONIA SCOTT
4110 WINCHESTER WAY
BUSHKILL, PA 18324-6917

Amount Enclosed \$



Pennsylvania American Water
PO Box 371412
Pittsburgh, Pa. 15250-7412

Please return this portion with your payment.

IMPORTANT: 10 DAY SHUT OFF NOTICE

Please read and take the steps needed to avoid your service from being shut off.

PAY THIS AMOUNT ➡ \$608.98

PRIOR TO ➡ 02/01/2016

Payment on your Water/Wastewater account is overdue. If payment is not received, your service may be shut off on or after 02/01/2016. You can prevent termination of water service by paying the amount printed above. Please use one of our convenient payment options listed below to ensure your payment is applied to your account immediately.

TO STOP THE SHUT OFF, YOU MUST PAY THE AMOUNT OVERDUE OR YOU MUST CALL US AT 1-877-230-0718 IF:

1. You cannot pay the overdue amount and would like to discuss your eligibility to enter into a payment arrangement.
2. You dispute the overdue amount or have a question regarding your bill.
3. Someone in your home has a serious illness or medical condition. We will not shut off your service. Please see the instructions listed below regarding the actions you must take before your water service is disconnected.
 - Contact your doctor or nurse practitioner to request written verification which confirms the affected person's residency, illness and the period of time termination of water service will aggravate the illness.
 - The verification should be written on the healthcare provider's letterhead and we must receive the letter within five (5) days from the date you notify us of the illness.
 - This medical certification is good for 30 days.

Note: The medical certification can be renewed for 30 days by following the same procedure. If not renewed, your water service may be disconnected after the first 30 day period has expired.

It is our sincere goal to work with you to correct this situation before further action becomes necessary. Please respond immediately so that we can assist you as best as possible. If you do not respond to this notice and your service is disconnected, you will be required to pay the full amount due and a service charge of \$30.00 before service is reconnected.

Once you pay the required amount needed to avoid your water service from being shut off, please contact us immediately to report your payment. Not calling may result in your services being disconnected. If you are paying the full termination amount on this notice, there is no need to contact us.

Overdue Water Amount: \$277.73
Overdue Wastewater Amount: \$279.21
Turn-On Charge: \$30.00
Total Amount Due: \$638.98

If you have any questions or need more information, please call us at 1-800-565-7292.

Hours of Operation: Monday through Thursday 7:00 am – 9:00pm EST, Friday, 7:00am – 9:00pm EST and Saturday, 7:00am – 12:00pm EST.

If no one is available, please leave a message and someone will return your call the next business day. If you are not satisfied after you talk

CONVENIENT PAYMENT OPTIONS



Pay your bill online:
www.amwater.com/myh2o



Pay by Phone: 855-748-6066
24 hours a day, seven days a week



Pay in person: for a list of approved payment locations, visit www.amwater.com/myh2o.

Customer Service: M-F 7am to 7pm Emergency: 24/7: 1-877-230-0718 www.pennsylvaniaamwater.com

1024-N-000418-000418 ACTNNS ETM1C00001 1

(ACTNNS 000418310110)

ALW/00CFB

Ms. Tonia Scott
4110 Winchester Way
Bushkill, PA 18324

November 23, 2015

Contact Us:
1.855.834.5400,
extension 423245

Account Ending:
8970

Correspondence received on: October 26, 2015

Dear Ms. Scott:

Our Enterprise Customer Care Resolution team received an inquiry sent on your behalf from the Consumer Financial Protection Bureau (CFPB). Thank you for speaking with me by telephone on November 19, 2015, and allowing me to research and address your concerns. This document confirms the highlights of our conversation.

Page 1 of 1

Summary of conversation

During our recent conversation on November 19, 2015, we discussed that Bank of America must respectfully decline your request to negotiate your bill of exchange to purchase your commodities and provide you with 90 percent of the value. We also discussed that Bank of America is a debt collector; however, this does not mean that Bank of America collects debts on their customer's behalf from another person who owes them. Lastly, we discussed that Bank of America does offer loans, but a customer would need to qualify. Please visit one to our financial centers and speak to one of our personal bankers if you are interested in discussing our various loan options.

If you have any questions

Thank you again for taking the time and effort to bring this matter to our attention. We want to be sure to respond to the concerns of our customers. If you have additional questions or would like to discuss this situation further, my phone number is 1.855.834.5400, extension 423245 and I am available Monday through Friday from 7:30 a.m. to 4:00 p.m. Central.

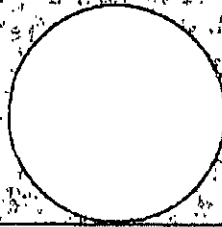
Sincerely,



Rojuline J. Dixon
Resolution Specialist
Enterprise Customer Care Resolution
C-3521000

cc: Consumer Financial Protection Bureau / Case No. 151026-001230





48-HOUR SHUT OFF NOTICE

For non-payment of your water and/or wastewater bill

This notice is to inform you that we will be shutting off your water service on or after the date shown below, because we did not receive payment for your overdue bill.

Today's Date: 2/1/16 Account Number _____

Name: Scott

Service Address: 4110 Winchester

Water service will be turned off on or after 2/3/16

Overdue amount: \$ 608.48 Please pay immediately.

NOTE: If payment is not received and your water service is shut off, to restore service, you will have to: 1) pay an additional \$30.00 turn-on fee and 2) contact us to schedule an appointment to have your service restored during normal business hours.

Overdue water bill	\$	_____
Overdue wastewater bill	\$	_____
Reconnection fee (to restore service)	\$	30.00
Total	\$	_____

It's not too late. To avoid having your service shut off, you must do one of the following:

1. Pay the total overdue amount in full.
2. Call **1-877-230-0718** (24/7) regarding a possible payment arrangement, to dispute the overdue bill or if someone in your home has a serious illness or medical condition (see below).

MEDICAL EMERGENCY NOTICE (for residential customers only)

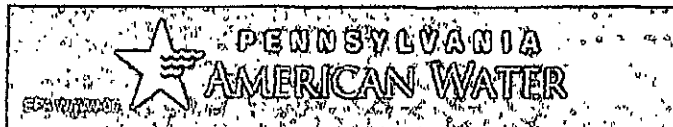
If someone living in your home is seriously ill, we will not shut off your water service during this illness if you do two things:

1. Have a licensed doctor or nurse practitioner certify in writing that the illness exists and that the person will be in danger if you do not have water service.
2. Make arrangements to pay your overdue and current water bills by calling **1-877-230-0718**.

Special protections are also available for victims under a protection from abuse order. Call **1-877-230-0718** to learn more.

If you have any questions or need more information, contact us as soon as possible at **1-877-230-0718**. After you talk to us, if you are not satisfied, you may file a complaint with the Public Utility Commission. The Public Utility Commission may delay the shut off if you file a complaint before the shut off date. To contact them, call 800-692-7380 or write to the Pennsylvania Public Utility Commission, P.O. Box 3265, Harrisburg, PA 17105-3265.

Esto es un aviso importante sobre su servicio de agua. Para la ayuda de la traducción, por favor llamas a Pennsylvania American Water al numero 1-877-230-0718.





PENNSYLVANIA
AMERICAN WATER

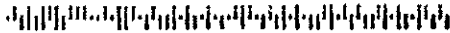
PO Box 371412, Pittsburgh,
Pa. 15250-7412

For Service To: 4110 WINCHESTER WAY LT-1013
BUSHKILL, PA 18324

0001024210034626219000000000068976004

Account Number	1024-210034626219	02/11/2016
Pay Before	02/22/2016	
Total Due	689.76	

Check this box for address changes and note new address on back.



00376 1 AB 0 4 13 US26100526 1005200 23 01 ACT1PX3 002

TONIA SCOTT
4110 WINCHESTER WAY
BUSHKILL, PA 18324-6917

Amount Enclosed \$



Pennsylvania American Water
PO Box 371412
Pittsburgh, Pa. 15250-7412

Please return this portion with your payment.

IMPORTANT: 10 DAY SHUT OFF NOTICE
Please read and take the steps needed to avoid your service from being shut off.

PAY THIS AMOUNT **\$689.76** **PRIOR TO** **02/22/2016**

Payment on your Water/Wastewater account is overdue. If payment is not received, your service may be shut off on or after 02/22/2016. You can prevent termination of water service by paying the amount printed above. Please use one of our convenient payment options listed below to ensure your payment is applied to your account immediately.

TO STOP THE SHUT OFF, YOU MUST PAY THE AMOUNT OVERDUE OR YOU MUST CALL US AT 1-877-230-0718 IF:

1. You cannot pay the overdue amount and would like to discuss your eligibility to enter into a payment arrangement.
2. You dispute the overdue amount or have a question regarding your bill.

MEDICAL EMERGENCY NOTICE

Let us know if someone living in your home is seriously ill or has a medical condition that will be aggravated by the cessation of service. We will not shut off your service during such illness provided you:

- (a) Have a licensed physician, nurse practitioner or physician's assistant certify by in writing that such illness exists and that it may be aggravated if your service is stopped; and
- (b) Make some equitable arrangement to pay the company your current bills for service.
- (c) Contact us by calling the following number: 1-877-230-0718 or writing to us at: Pennsylvania American Water, PO Box 578, Alton, PA 62002.
- (d) Have your licensed physician, nurse practitioner or physician's assistant send a signed written document to the utility within 3 days certifying that a customer or member of the customer's household is seriously ill or has been diagnosed with a medical condition which requires the continuation of service to treat the medical condition.

It is our sincere goal to work with you to correct this situation before further action becomes necessary. Please respond immediately so that we can assist you as best as possible. If you do not respond to this notice and your service is disconnected, you will be required to pay the full amount due and a service charge of \$30.00 before service is reconnected.

Once you pay the required amount needed to avoid your water service from being shut off, please contact us immediately to report your payment. Not calling may result in your services being disconnected. If you are paying the full termination amount on this notice, there is no need to contact us.

Overdue Water Amount: \$318.84
Overdue Wastewater Amount: \$318.88
Turn-On Charge: \$30.00
Total Amount Due: \$719.76

CONVENIENT PAYMENT OPTIONS

Pay your bill online:
www.amwater.com/mya20

Pay by Phone: 855-748-6068
24 hours a day, seven days a week

Pay in person: for a list of approved payment locations, visit www.amwater.com/mya20

Customer Service: M-F 7am to 7pm Emergency: 24/7: 1-877-230-0718 www.pennsylvaniaamwater.com

32,100/000, FCB

1024-N-003261005261 ACT1PX3 ETM1000001 1

ACT1PX3 00526101110

amw0018

Tonia Scott
4110 Winchester Way
Bushkill, Pennsylvania 18324

Please Forward to
Sue!

SECRETARY
PENNSYLVANIA PUBLIC UTILITY COMMISSION
400 North Street
Harrisburg, Pennsylvania 17120

PRESS FIRMLY TO SEAL

PRIORITY MAIL EXPRESS™

MADE IN THE U.S.

CMPC
PUC SECRETARY BUREAU

To: PUC
Agency: PUC
Floor: PUC
External Carrier: EXPRESS

2/19/2016 10:03:06 AM



EPI3F July 2013 OD: 14...



PS10001000006

PRESS FIRMLY TO SEAL

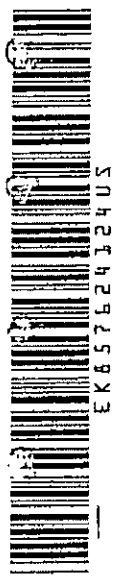


1007



17120

U.S. POSTAGE PAID BUSKILL, PA 18324 FEB 18, 16 AMOUNT \$22.95 R2305K141707-04



CUSTOMER USE ONLY
FROM: (PLEASE PRINT)
TONIA SCOTT
4110 WINCHESTER WAY
BUSKILL, PA 18324

PHONE (571) 211-1111

PAYMENT BY ACCOUNT (if applicable)

DELIVERY OPTIONS (Customer Use Only)

SIGNATURE REQUIRED Note: The mailer must check the "Signature Required" box if the mailer: 1) Requires the addressee's signature; OR 2) Purchases additional insurance; OR 3) Purchases COD service; OR 4) Purchases Return Receipt service. If the box is not checked, the Postal Service will leave the item in the addressee's mail receptacle or other secure location without attempting to obtain the addressee's signature on delivery.

- Delivery Options**
- No Saturday Delivery (delivered next business day)
 - Sunday/Holiday Delivery Required (additional fee, where available)
 - 10:30 AM Delivery Required (additional fee, where available)
 - *Refer to USPS.com or local Post Office for availability.

TO: (PLEASE PRINT)
SECRETARY
ATTN: SUE
PENNSYLVANIA PUBLIC UTILITY
400 NORTH STREET
HARRISBURG, PA 17120
ZIP + 4* (U.S. ADDRESS ONLY)

For pickup or USPS Tracking™, visit USPS.com or call 800-222-1811.
\$100.00 Insurance Included.

UNITED STATES POSTAL SERVICE®
PRIORITY MAIL EXPRESS™

ORIGIN (POSTAL SERVICE USE ONLY)

1-Day 2-Day Military DPO

PO ZIP Code: 18324

Scheduled Delivery Date (MM/DD/YYYY): 2/19/16

Scheduled Delivery Time: 10:30 AM 3:00 PM 12:00 NOON 10:29 AM Delivery Fee

Insurance Fee: \$ 22.95

Return Receipt Fee: \$

Live Animal Transportation Fee: \$

Total Postage & Fees: \$ 22.95

Signature: [Signature]

Employee Signature: [Signature]

Employee Title: [Signature]

Employee Address (MM/DD/YYYY) Time: [Signature]

Delivery Address (MM/DD/YYYY) Time: [Signature]

LABEL 11-B, MARCH 2014 FSN 7590-02-000-9996 3-ADDRESSEE COPY

WRITE FIRMLY TO MAKE ALL COPIES LEGIBLE.

V O

ES ICE

LEGISLATIVE RUSH

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Formal Complaint

Filing this form begins a legal proceeding and you will be a party to the case. If you do not wish to be a party to the case, consider filing an informal complaint.

To complete this form, please type or print legibly in ink.

1. Customer (Complainant) Information

Provide your name, mailing address, county, telephone number(s), e-mail address and utility account number. It is your responsibility to update the Commission with any changes to your address and to where you want documents mailed to you.

Name: Tonia Scott

Street/P.O. Box: 4110 Winchester Way

City: Bushkill

State: Pennsylvania

Zip: 18324

County: Pike County

Telephone Number(s) Where We Can Contact You During the Day:

(570) 994-1931 (home)

() (mobile)

() (mobile)

E-mail Address (optional):

Utility Account Number (from your bill) 1024-210034626219

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

Name

Street/P.O. Box

City State Zip

2. Name of Utility or Company (Respondent)

Provide the full name of the utility or company about which you are complaining. The name of your utility or company is on your bill.

Pennsylvania American Water, P.O. Box 371412, Pittsburgh,

RECEIVED PA PUC OFFICE-LEGIS. AFFAIRS 2015 JUN 24 PM 2:46

RECEIVED SECRETARY'S BUREAU PA PUC 2015 JUN 24 PM 3:50



3. Type of Utility Service

Check the box listing the type of utility service that is the subject of your complaint (check only one):

- ELECTRIC WASTEWATER/SEWER
- GAS TELEPHONE/TELECOMMUNICATIONS (local, long distance)
- WATER MOTOR CARRIER (e.g. taxi, moving company, limousine)
- STEAM HEAT

4. Reason for Complaint

What kind of problem are you having with the utility or company? Check all boxes below that apply and state the reason for your complaint. Explain specifically what you believe the utility or company has done wrong. Provide relevant details including dates, times and places and any other information that may be important. If the complaint is about billing, tell us the amount you believe is not correct. Use additional paper if you need more space. Your complaint may be dismissed without a hearing if you do not provide specific information.

The utility is threatening to shut off my service or has already shut off my service.

I would like a payment agreement.

Incorrect charges are on my bill. Provide dates that are important and an explanation about any amounts or charges that you believe are not correct. Attach a copy of the bill(s) in question if you have it/them.

I am having a reliability, safety or quality problem with my utility service. Explain the problem, including dates, times or places and any other relevant details that may be important.

Other (explain).

Note: If your complaint is only about removing or modifying a municipal lien filed by the City of Philadelphia, the Public Utility Commission (PUC) cannot address it. Only local courts in Philadelphia County can address this type of complaint. The PUC can address a complaint about service or incorrect billing even if that amount is subject to a lien.

In addition, the PUC generally does not handle complaints about cell phone or Internet service, but may be able to resolve a dispute regarding voice communications over the Internet (including the inability to make voice 911/E911 emergency calls) or concerns about high-speed access to Internet service.

5. Requested Relief

How do you want your complaint to be resolved? Explain what you want the PUC to order the utility or company to do. Use additional paper if you need more space.

I chose to utilize the Pennsylvania Secretary of State option of paying my debt conforming to the United States UNIFORM COMMERCIAL CODE (UCC). In particular pertaining to UCC-1, transmission of utilities, in which state registered utility companies receive payment from account holders by exchange of assets/ commodities. <http://www.portal.state.pa.us/portal/server.pt/community/corporations/12457/forms/5718>
80

I have been faxing my security agreement request (UCC 9-105h) for over a month without any feedback until April 28, 2015; when I received a 2 day shut off notice. Pennsylvania American Water failed to comply with the Pennsylvania Secretary of State option of paying my debt by UCC-1, transmission of utilities (See below).

Faxes sent and confirmed:

1. FAX SENT TO +1 618-433-4499 security agr... water penn2 Apr 3
2. FAX SENT TO +1 618-433-4677 security agr... water penn2 Apr 3
3. FAX SENT TO +1 618-433-4569 penn water Mar 18
4. FAX SENT TO +1 618-433-4677 security agr...- water penn Mar 17
5. Email - acknowledged and confirmed on April 15, 2015 by Linda Gehan of Pennsylvania American Water Collection Department

My UCC-1 financial statement request is in accordance to the following policies and statutes:

A) Pennsylvania Security Act, Part IV, Section 401

It is unlawful for any person, in connection with the offer, sale or purchase of any security in this State directly or indirectly:

- a) To employ any device, scheme or artifice to defraud.

And

B. The Constitution of the United States, Article I. Section 8 Powers of Congress (Punishment of) counterfeiting the Securities.

And

**C. Federal Reserve Act of 1913, Chap 6, 38 Stat. 251 Sec 16
Federal Reserve notes, to be issued at the discretion of the Federal Reserve Board for the purpose of making advances to Federal Reserve banks through the Federal Reserve agents as hereinafter set forth and for no other purpose, are hereby authorized.**

Disclosure: I am not a Federal Reserve agent.

Since I do not have the legal tender of Federal Reserve notes... my payment request encompasses the following:

UCC 3-104 NEGOTIABLE INSTRUMENT means an unconditional promise or order to pay a fixed amount of money with or without interest or other charges described in the promise or order. 3(i) an undertaking or power to give, maintain or protect collateral to secure payment.

And

As in accordance to UCC 8-103- RULES FOR DETERMINING WHETHER CERTAIN OBLIGATIONS AND INTERESTS ARE SECURITIES OR FINANCIAL ASSETS (D) However, a negotiable instrument governed by Article 3 is a financial asset if it is held in a securities account.

And

The legal definition of money is assets, wealth, commodities and that which is fungible, exchangeable and timeless.

Penn Water Account # 1024-210034626219

Note: The PUC can decide that a customer was not billed correctly and can order billing refunds. The PUC can also fine a utility or company for not following rules and can order a utility or company to correct a problem with your service. Under state law, the PUC cannot decide whether a utility or company should pay customers for loss or damages. Damage claims may be sought in an appropriate civil court.

6. **Protection From Abuse (PFA)**

Has a court granted a "Protection From Abuse" order that is currently in effect for your personal safety or welfare? The PUC needs this information to properly process your complaint so that your identity is not made public.

Note: You must answer this question if your complaint is against a natural gas distribution utility, an electric distribution utility or a water distribution utility AND your complaint is about a problem involving billing, a request to receive service, a security deposit request, termination of service or a request for a payment agreement.

Has a court granted a "Protection From Abuse" order for your personal safety or welfare?

YES
NO

If your answer to the above question is "yes," attach a copy of the current Protection From Abuse order to this Formal Complaint form.

7. **Prior Utility Contact**

a. Is this an appeal from a decision of the PUC's Bureau of Consumer Services (BCS)?

YES
NO

Note: If you answered yes, move to Section 8. No further contact with the utility or company is required. If you answered no, answer the question in Section 7 b. and answer the question in Section 7 c. if relevant.

b. If this is not an appeal from a BCS decision, have you spoken to a utility or company representative about this complaint?

YES
NO

Note: You must contact the utility first if (1) you are a residential customer, (2) your complaint is against a natural gas distribution utility, an electric distribution utility or a water utility AND (3) your complaint is about a billing problem, a service problem, a termination of service problem, or a request for a payment agreement.

c. If you tried to speak to a utility company representative about your complaint but were not able to do so, please explain why.

Note: Even if you are not required to contact the utility or company, you should always try to speak to a utility or company representative about your problem before you file a Formal Complaint with the PUC.

8. Legal Representation

If you are filing a Formal Complaint as an individual on your own behalf, you are not required to have a lawyer. You may represent yourself at the hearing.

If you are already represented by a lawyer in this matter, provide your lawyer's name, address, telephone number, and e-mail address, if known. Please make sure your lawyer is aware of your complaint. If represented by a lawyer, both you and your lawyer must be present at your hearing.

Lawyer's Name _____

Street/P.O. Box _____

City _____ State _____ Zip _____

Area Code/Phone Number _____

E-mail Address (if known) _____

Note: Corporations, associations, partnerships, limited liability companies and political subdivisions are required to have a lawyer represent them at a hearing and to file any motions, answers, briefs or other legal pleadings.



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

IN REPLY PLEASE
REFER TO OUR FILE

November 19, 2015

C-2015-2489453

Tonia Scott

v.

Pennsylvania American Water Company

TO ALL PARTIES:

Enclosed is a copy of the Initial Decision of The Office of Administrative Law Judge.

If you do not agree with any part of this decision, you may send written comments (called Exceptions) to the Commission. Your signed Exceptions to the decision, if any, must be: 1) filed with the Secretary of the Commission, and 2) mailed or hand-delivered to each party of record, **within twenty (20) days** of the date of this letter.

To file Exceptions with the Secretary of the Commission, you must mail or hand-deliver them as follows:

If using U.S. Postal Service:

Secretary
Pa. Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

If using Overnight or Hand Delivery Service:

Secretary
Pa. Public Utility Commission
400 North Street
Commonwealth Keystone Building, 2nd Floor
Harrisburg, PA 17120

Or, instead of mailing or hand-delivering your Exceptions, you may electronically file them with the Secretary of the Commission. To do so, you need to establish an account on the Commission's eFiling system, which may be accessed at <http://www.puc.state.pa.us/efiling/default.aspx>. Please note that Exceptions sent to the Commission by fax or e-mail will **not** be accepted for filing.

In addition to filing your Exceptions with the Secretary of the Commission, a courtesy copy of your Exceptions should be e-mailed to the Commission's Office of Special Assistants (OSA) at ra-OSA@pa.gov. If the document is too large to e-mail, please mail or hand-deliver a copy on CD-ROM or DVD (or other data storage media), in Microsoft Word 2010 format or other compatible format to either address noted above.

Replies to Exceptions, if any, must be **filed** with the Secretary of the Commission and **served** on each party of record and the Commission's OSA, in the manner described above. **They are due within ten (10) days of the date when Exceptions are due.**

It is your responsibility to serve all the parties with your Exceptions and Replies to Exceptions. Failure to do so may render your filing unacceptable. A certificate of service (see format in 52 Pa. Code §1.58) shall be attached to the filed Exceptions or Replies to Exceptions.

Exceptions and Replies to Exceptions shall follow 52 Pa. Code §§5.533 and 5.535 particularly the 40-page limit for Exceptions and the 25-page limit for Replies to Exceptions. Exceptions should clearly be labeled as "EXCEPTIONS OF (name of party) - (protestant, complainant, staff, etc.)". Any reference to specific sections of the Administrative Law Judge's Initial Decision shall include the page number(s) of the cited section of the decision.

If no Exceptions are received, the decision of the Administrative Law Judge could become final without further Commission action. You will receive written notification if this occurs. However, even if no exceptions are received, the Commission may review and change the decision pursuant to Section 332(h) of the Public Utility Code, 66 Pa. C.S. § 332(h).

Very truly yours,

Rosemary Chiavetta
Secretary

JF
Enclosures
Certified Mail
Receipt Requested



**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Tonia Scott

v.

Pennsylvania American Water Company

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C-2015-2489453

INITIAL DECISION

Before
Ember S. Jandebour
Administrative Law Judge

This Initial Decision finds that the Complainant failed to meet her burden of proof that Pennsylvania American Water Company violated Section 1501 of the Public Utility Code by not accepting a negotiable instrument as payment.

HISTORY OF THE PROCEEDING

On June 24, 2015, Tonia Scott (Complainant) filed a Formal Complaint against Pennsylvania American Water Company (PAWC or Respondent) alleging that PAWC was threatening to terminate her water service and requesting a payment agreement. The Complainant asserts that to pay her bill she repeatedly faxed a security agreement to PAWC and then PAWC sent her a 2-day shut off notice. (Formal Complaint). While there is an underlying Bureau of Consumer Services (BCS) decision at Case No. 3251508, that decision was issued over a year ago, on June 16, 2014. This case is not an appeal of the BCS decision. The sole issue in this proceeding is the Complainant's challenge to PAWC not accepting her security interest as payment for water service.

On July 16, 2015, PAWC filed an Answer and New Matter. The Complainant responded to the New Matter on August 17, 2015.

On July 22, 2015 a Telephone Hearing Notice was issued setting forth the date for hearing and the matter was assigned to me. The hearing was continued until October 1, 2015.

On July 23, 2015, I issued a prehearing order setting forth the procedural rules for the hearing.

The hearing convened on October 1, 2015. Tonia Scott appeared and represented herself. Michael A. Gruin, Esq. appeared for PAWC. Neither party presented any documents for admission. At the conclusion of the Complainant's case, Attorney Gruin moved for dismissal of the Formal Complaint. The record closed on October 1, 2015, at the conclusion of the hearing. This matter is ripe for decision.

FINDINGS OF FACT

1. The Complainant is Tonia Scott, 4110 Winchester Way, Bushkill Pennsylvania 18324.
2. The Respondent is Pennsylvania American Water Company, a jurisdictional public utility.
3. The Complainant wants to pay her water bill with a security agreement in a sapphire ring. Formal Complaint.
4. On June 13, 2014, the Bureau of Consumer Services issued a decision providing the Complainant with a payment agreement under which she would pay \$79 per month, \$15 of which was to be applied to her arrearage. New Matter.
5. The Complainant has not made a payment to PAWC since September 2014. New Matter.
6. PAWC informed the Complainant that it would not accept a security interest as payment for her water service. New Matter.

DISCUSSION

Section 701 of the Public Utility Code (Code), provides that any person may complain, in writing, about any act or thing done or omitted to be done by a public utility in violation, or claimed violation, of any law which the Commission has the jurisdiction to administer, or of any regulation or order of the Commission.¹ A person seeking affirmative relief from the Commission has the burden of proof.² The Commission must act within and cannot exceed its jurisdiction.³ Jurisdiction may not be conferred by the parties where none exists.⁴

In this matter, the Complainant is the party seeking affirmative relief from the Commission; therefore, she has the burden of proof. This means that she has the duty to establish relevant facts which support her claim by a preponderance of the evidence, and must show that the Company has violated the Public Utility Code or Commission regulations.⁵ Here, she must establish that PAWC's policy of only accepting certain enumerated methods of payment is unreasonable within the meaning of the Public Utility Code and its regulations. As explained more fully below, the Complainant failed to sustain this burden and her complaint will be dismissed.

PAWC, like all Commission-regulated public utilities, is mandated to provide reasonable customer service:

Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. Such service also

¹ 66 Pa.C.S. § 701.

² 66 Pa.C.S. § 332(a).

³ *Behrend v. Bell Telephone Co.* 363 A. 2d 1152 (Pa. Super 1976).

⁴ *Roberts v. Martorano*, 427 PA 581, 235 A.2d 602 (1967).

⁵ *Se-Ling Hosiery, Inc. v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950); *Feinstein v. Philadelphia Suburban Water Company*, 50 Pa. PUC 300 (1976).

shall be reasonably continuous and without unreasonable interruptions or delay. Such service and facilities shall be in conformity with the regulations and orders of the commission.⁶

The Commonwealth Court has cautioned that the Commission may not sustain a complaint pursuant to Section 1501 unless it finds that a utility has violated a duty to render reasonable and reliable service.⁷ The Commission has stated that a utility is not mandated to furnish perfect service:

[Section 1501] does not mandate perfect service nor must a public utility provide the best possible service. Most certainly, a public utility is not a guarantor of either perfect service or the best possible service.⁸

Thus the test to determine the adequacy of a utility's service and facilities is that of reasonableness.⁹ This is also the test to determine the adequacy of a utility's response to customer service complaints, as well as repairs made to its facilities.¹⁰

The Commission's regulations do not specifically address the forms for payment which a utility is required to accept from a customer as payment for services rendered. However, the regulations relating to termination note that a customer may avoid termination if "payment in full is tendered in *any reasonable manner*..." The regulation also notes that payment "in any reasonable manner includes payment by personal check . . ." ¹¹

The Complainant contends that PAWC should accept the negotiable instrument for a sapphire ring as payment for electricity service. She claims that this mode of payment is an acceptable "negotiable instrument" as defined by the Uniform Commercial Code. In her view, PAWC is unlawfully demanding a specific form of payment.

⁶ 66 Pa.C.S. § 1501.

⁷ *West Penn Power Co. v. Pa. Pub. Util. Comm'n*, 478 A.2d 947, 949 (Pa.Cmwlth. 1984).

⁸ *Re Metropolitan Edison Company*, 80 Pa. PUC 663, 672 (1993).

⁹ *Scherich v. Verizon Pennsylvania Inc.*, PUC Docket Nos. C-2008-2061244, C-2008-2068818

(Final Order January 28, 2010).

¹⁰ *Id.*

¹¹ 52 Pa.Code § 56.94 (emphasis added).

The Commission has held that the Commission does not have jurisdiction to interpret the Uniform Commercial Code to determine the negotiability of instruments.¹² However, even if the sapphire ring was a properly negotiable debt instrument¹³ as claimed by the Complainant, there is no language in the regulations which mandates PAWC to accept *all* forms of payment.

The Complainant did not demonstrate that PAWC's policy of only accepting cash, certified checks, money orders, validated checks or payment by credit card and no other allegedly negotiable instruments was unreasonable or in violation of the Public Utility Code or any regulation of the Commission. She did not offer specific evidence which proved that she had successfully paid other debts in this manner or that her proposed method of payment is customary in any other commercial context or any other indicia that PAWC's policy is not reasonable. Therefore, she failed to prove that PAWC's policy was unreasonable and her complaint will be dismissed for lack of jurisdiction.

CONCLUSIONS OF LAW

1. Administrative agencies are creatures of the legislature and have only those powers which have been conferred by statute. *Western Pennsylvania Water Company v. Pa. Pub. Util. Comm'n*, 471 Pa. 347, 352-353, 370 A. 2d 337, 339 (1977).

2. The Commission does not have jurisdiction to interpret the Uniform Commercial Code. *Pendleton v. Pennsylvania American Water Company*, Docket No. Z-01789808 (Order entered July 21, 2006), *Jennette v. Pennsylvania American Water Company*, Docket No. C-20054560 (Order entered July 21, 2006), *Alkhatib v. PECO Energy Company*, PUC Docket No. C-2011-2242125 (Opinion and Order entered January 12, 2012); *Coppedge v.*

¹² *Alkhatib v. PECO Energy Company*, PUC Docket No. C-2011-2242125 (Opinion and Order entered January 12, 2012); *Coppedge v. PECO Energy Company*, PUC Docket No. F-2009-2135893 (Opinion and Order entered August 3, 2010).

¹³ Several courts in other jurisdictions have found "bills of exchange purporting to be drawn against a trust account at the U.S. Treasury to be 'nothing more than a string of words that sound as though they belong in a legal document, but which, in reality, are incomprehensible, signifying nothing.'" *In re: Denise Fachini*, 2012 Bankr. LEXIS 448 at 5 (Bankr. M.D. Ga. 2012) (and the cases cited therein).

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17105-3265**

Tonia Scott

v.

Pennsylvania American Water Company

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C-2015-2489453

FINAL ORDER

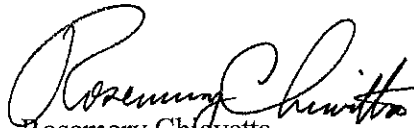
In accordance with the provisions of Section 332(h) of the Public Utility Code, 66 Pa. C.S. §332(h), the decision of Administrative Law Judge Ember S. Jandebeur dated November 12, 2015, has become final without further Commission action;

THEREFORE,

IT IS ORDERED:

1. That the Motion of Pennsylvania American Water Company to dismiss the Formal Complaint of Tonia Scott at Docket No. C-2015-2489453 is granted.
2. That the Formal Complaint of Tonia Scott is dismissed.
3. That the record at Docket No. C-2015-2489453 be marked closed.

BY THE COMMISSION,


Rosemary Chlavetta
Secretary

(SEAL)

ORDER ENTERED: December 22, 2015



**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**


TONIA SCOTT	:	
Complainant	:	
	:	
v.	:	Docket No. C-2016-2529902
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PENNSYLVANIA-AMERICAN	:	
WATER COMPANY	:	
Respondent	:	

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing Preliminary Objections 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

Tonia Scott
4110 Winchester Way
Bushkill, PA 18324



Michael A. Gruin

DATED: March 2, 2016