

BEFORE THE
COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION

TANYA J. MCCLOSKEY, ACTING
CONSUMER ADVOCATE,

Docket No. C-2014-2447138

vs.

HIDDEN VALLEY UTILITY SERVICES,
L.P. (Water)

AND

TANYA J. MCCLOSKEY, ACTING
CONSUMER ADVOCATE

Docket No. ^{C-}2014-2447169

vs.

HIDDEN VALLEY UTILITY SERVICES,
L.P. (Wastewater)

**INTERVENORS', ROBERT J. KOLLAR AND KELLIE A. KUHLEMAN, REPLY IN
OPPOSITION TO EXCEPTIONS FILED BY HIDDEN VALLEY UTILITY SERVICES,
INC. ON SEPTEMBER 29, 2016 IN RESPONSE TO THE INITIAL DECISION OF
ADMINISTRATIVE LAW JUDGE JEFFREY WATSON**

AND NOW, come Intervenors, Robert J. Kollar and Kellie A. Kuhleman (hereinafter collectively "Intervenors"), and file their Reply in Opposition to the Exceptions Filed by Respondent, Hidden Valley Utility Services, L.P. ("HVUS") to the Initial Decision issued by Administrative Law Judge Jeffrey A. Watson ("ALJ") on August 23, 2016 and mailed by the Pennsylvania Public Utility Commission ("PUC") on September 9, 2016 (hereinafter "Initial Decision" or "I.D.") in accordance with 52 Pa. C.S. § 5.535.

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OCT 10 2016

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

INTERVENORS' REPLY IN OPPOSITION TO HVUS' FIRST EXCEPTION:

The ALJ Did Not Err In Failing to Link Customer Meetings With The Completion of Improvement Projects

The ALJ did not need to establish a link between the completion of improvement projects and holding customer meetings. The ALJ's ruling clearly states "HVUS has failed to hold semi-annual customer meetings." OCA ST. 1 at 5 The purpose of customer meetings is two-fold: a) to enable customers to express their concerns about water quality issues at Hidden Valley and b) to enable HVUS to provide updates to its customers about improvement projects and its operations. If HVUS is truly committed to improving the services that it provides to the customers of Hidden Valley, it should have no issue with conducting semi-annual meetings. If HVUS *would ever complete* the requirements of the original 2005 agreement, the need for semi-annual customer meetings could be revisited. Until such time, the semi-annual customer meetings will serve as a monitoring mechanism to ensure that HVUS meets its obligations.

INTERVENORS' REPLY IN OPPOSITION TO HVUS' SECOND EXCEPTION:

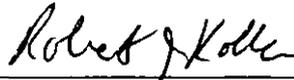
The ALJ Did Not Err In Establishing Deadlines For the Completion of Projects To Improve the HVUS System

HVUS second exception to the ALJ's ruling is utterly ridiculous. HVUS was granted ten years to complete the requirements of the 2005 Settlement Agreement and has failed to do so. It stands to reason that if HVUS could not (or purposely did not) comply with the terms of the original 2005 Settlement Agreement, that HVUS will similarly fail to comply with the additional period of time extended to HVUS through the ALJ's decision. HVUS should not be granted any additional time beyond the requirements of the ALJ's ruling.

CONCLUSION

For all of the foregoing reasons, Intervenors, Robert J. Kollar and Kellie A. Kuhleman, respectfully request that this Honorable Commission deny the exceptions filed by Respondent, Hidden Valley Utility Services, L.P., in their entirety. Intervenors further request that this Honorable Commission grant their Exceptions filed in the above captioned matters on September 29, 2016 (which are incorporated by reference as if more fully set forth at length herein), and issue a Final Order that modifies the Legal Conclusions and Order included in the Initial Decision issued on August 23, 2016 in a manner that is consistent with those Exceptions.

Respectfully submitted,



Robert J. Kollar, Intervenor
Kellie A. Kuhleman, Intervenor

Date: October 10, 2016

CERTIFICATE OF SERVICE

I, Robert J. Kollar, hereby certify that on this 10th day of October, 2016, I served a true and correct copy of Intervenor's, Robert J. Kollar and Kellie A. Kuhleman, Reply in Opposition to the Exceptions Filed by Hidden Valley Utility Service, LP via overnight mail (Federal Express) and email, upon the following:

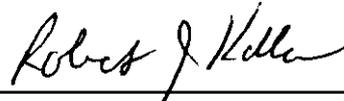
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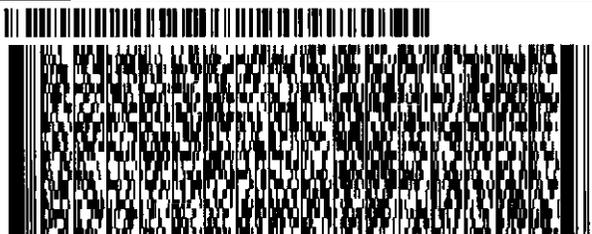
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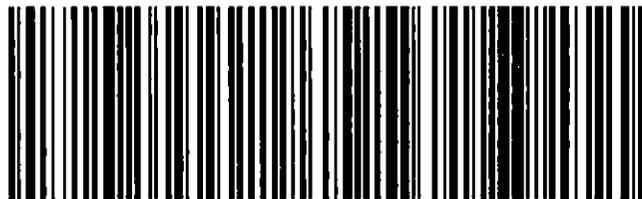
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