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November 30, 2016

**Via Electronic Filing**

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
P.O. Box 3265  
Harrisburg, PA 17105-3265

In re: Dockets Nos. C-2016-2551544, C-2016-2558244, C-2016-2559741 and C-2016-2563040  
Ross E. Schell v. Suez Water Pennsylvania Inc.

Dear Secretary Chiavetta:

We are counsel to Suez Water Pennsylvania Inc. in the above referenced consolidated matters and are submitting via electronic filing its Brief in opposition to Mr. Schell's complaints. A copy of the Brief is being served upon Mr. Schell and Administrative Law Judge Watson as set forth on the certificate of service attached to it.

Very truly yours,

THOMAS, NIESEN & THOMAS, LLC

By   
Thomas T. Niesen

Enclosure

cc: Certificate of Service (w/encl.)  
Judith A. McCoy Jordan (via email, w/encl.)

161130-Chiavetta (Brief).wpd

**Before The  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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**Administrative Law Judge  
Jeffrey A. Watson, Presiding**

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<b>Ross E. Schell</b>	:	<b>C-2016-2551544</b>
	:	<b>C-2016-2558244</b>
<b>v.</b>	:	<b>C-2016-2559741</b>
	:	<b>C-2016-2563040</b>
<b>Suez Water Pennsylvania Inc.</b>	:	

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**BRIEF OF  
SUEZ WATER PENNSYLVANIA INC.**

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DATED: November 30, 2016

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## **I. STATEMENT OF THE CASE**

This proceeding concerns four complaints of Ross E. Schell (“Complainant”) against Suez Water Pennsylvania Inc. (“Suez” or “Respondent”).

On or about May 26, 2016, Complainant filed a formal complaint against Suez at C-2016-2551544, complaining of “dirty water.” Suez filed an answer in opposition to the complaint on July 7, 2016.

Complainant filed a second complaint, on or about July 25, 2016, against Suez at C-2016-2558244 complaining about the metering of his water service. Suez filed an answer in opposition to the complaint on August 12, 2016.

Complainant filed a third complaint, on or about August 3, 2016, against Suez at C-2016-2559741 complaining of a lack of notice of a water outage. Suez filed an answer in opposition to the complaint on August 24, 2016.

By notice dated August 9, 2016, the Public Utility Commission (“Commission”) scheduled a Call-In Telephonic Hearing in the first complaint at C-2016-2551544 for September 1, 2016 with Administrative Law Judge Jeffrey A. Watson presiding.

On August 23, 2016, Judge Watson issued an Interim Order consolidating the proceedings at C-2016-2551544, C-2016-2558244 and C-2016-2559741 for hearing purposes.

On or about August 22, 2016, Complainant filed a fourth complaint against Suez at C-2016-2563040, complaining about the accuracy of his meter and claiming that the meter reacts to ground vibrations from passing trucks. Suez filed an answer in opposition to the complaint on September 12, 2016.

On August 26, 2016, the Commission issued a notice rescheduling the Call-In Telephonic Hearing at Docket Nos. C-2016-2551544, C-2016-2558244 and C-2016-2559741 for October 4, 2016.

On September 16, 2016, Respondent filed a motion to consolidate the proceeding at C-2016-2563040 with the proceedings previously consolidated at C-2016-2551544, C-2016-2558244 and C-2016-2559741.

On September 29, 2016, Judge Watson issued an interim order consolidating the complaints at C-2016-2551544, C-2016-2558244, C-2016-2559741 and C-2016-2563040 for the purpose of conducting one evidentiary hearing and issuing one initial decision to address all of the matters properly raised in the proceedings.

The Call-In Telephonic Hearing was convened as scheduled on October 4. Testimony was taken and a transcript of 125 pages was created.

Following the hearing, Judge Watson issued an Interim Order, dated October 12, 2016, directing the parties to file briefs in support of their respective positions.

Suez submits this brief in support of the denial and dismissal of the Complaints at C-2016-2551544, C-2016-2558244, C-2016-2559741 and C-2016-2563040.

## **II. PROPOSED FINDINGS OF FACT**

### **The Parties**

1. Complainant is Ross E. Schell. Complainant resides at 203 Knollwood Drive, Harrisburg, PA, 17109. N.T. 14, lines 15 – 17. He has lived at this location since on or around 1999. N.T. 17, line 21, through N.T. 18, line 4.

2. Respondent is Suez Water Pennsylvania Inc., a Pennsylvania public utility. Suez provides water service to Complainant at 203 Knollwood Drive, Harrisburg. N.T. 90, lines 15 – 17.

### **Complaint Docket C-2016-2551544 – Dirty Water**

#### **Testimony of Complainant**

3. Complainant complains of “dirty water.” On direct examination, Complainant provided no details of his complaint other than his statement that “my water is dirty.” N.T. 16, lines 4 – 8.

4. On cross examination, Complainant explained that his dirty water is in the tank to his basement toilet, which he doesn’t use. It has been about a year since Complainant has used the basement toilet. N.T. 18, lines 5 – 18.

5. On questioning by Judge Watson, Complainant explained that he replaced a blocked valve in the basement toilet about three years ago. N.T. 18, line 23, through N.T. 19, line 3.

#### **Testimony of Respondent’s Witness Rudisill**

6. Dennis Rudisill is Construction Coordinator for Suez. As Construction Coordinator, he has oversight responsibility for main replacement work. He has 41 years of experience with water construction. N.T. 46, line 24, through N.T. 47, line 7.

7. Complainant is one of two customers served from a one-inch water main that extends along Knollwood Drive in front of Complainant's property to a point past the water service line of the neighboring property. N.T. 48, lines 12 – 20.

8. The one inch main is copper and was newly installed in 2015 as part of an upgrade of facilities in the general area. N.T. 48, line 21, through N.T. 49, line 3.

9. There is a blow-off at the end of the new main, downstream of Complainant's residence at 203 Knollwood Drive and past Complainant's residence and the neighboring residence at 201 Knollwood Drive. N.T. 49, lines 6 – 16, and N.T. 53, lines 17 – 20.

10. There is a meter pit at 203 Knollwood Drive. The pit was installed in 2015. There is a meter in the pit. N.T. 50, lines 14 – 21.

11. One would expect clear, clean water from a new main but not dirty water. If there had been dirty water, one would expect a new main to improve the situation. N.T. 50, line 22, through N.T. 51, line 6.

12. If Complainant is experiencing dirty water, he should flush his customer owned service line by opening the cold water faucets and letting them run for a short time or he could consider replacing his customer owned service line. N.T. 51, lines 11 – 17.

13. Although complainant's customer owned service line is likely old and corroded, there is no indication that it is broken. N.T. 51, line 23, through N.T. 52, line 1.

14. Other than Complainant's complaint, Mr. Rudisill is not aware of any dirty water complaints in the area. N.T. 51, lines 7 – 10.

**Testimony of Respondent's Witness Gutschmidt and Videos of the Blow-Off**

15. Adam Gutschmidt is a Transmission and Distribution laborer with Suez. N.T. 55, lines 8 – 23.

16. Mr. Gutschmidt and another Suez labor person opened the blow-off on June 23, 2016 and took videos of the opening and the running of water from the blow-off. N.T. 55, line 24, through N.T. 56, line 6. The videos were admitted into the record as Suez Exhibit No. 1 and Suez Exhibit No. 2.

17. The blow-off is opened about 10 seconds into Suez Exhibit No. 1. Upon opening, an insignificant amount of slightly discolored water runs from the blow-off. The water then runs clear about 20 seconds after opening (approximately 30 seconds into the video) and runs clear for about 10 minutes until the blow-off is shut off. Suez Exhibit No. 1; Suez Exhibit No. 2; N.T. 60, lines 6 – 13, N.T. 62, lines 8 – 20, and N.T. 66, line 25, through N.T. 66, line 2.

18. The initial discoloration is not unusual. As explained by Mr. Gutschmidt, who has opened “hundreds” of blow-off valves, the discoloration upon opening the pipe was “not much.” N.T. 60, line 14, through N.T. 61, line 7.

#### **Testimony of Respondent’s Witness Bumbarger**

19. Penny Bumbarger is Water Quality Specialist for Suez. Ms. Bumbarger collects water quality samples and does water testing throughout the Suez system. N.T. 67, line 18, through N.T. 68, line 2.

20. Suez has 50 DEP-approved water sampling locations in the Harrisburg area. N.T. 68, lines 8 – 14. As a public water system, Suez is required to test the integrity of its system 100 times each month at the DEP-approved testing sites. N.T. 71, lines 3 – 18.

21. Three of the DEP-approved Harrisburg area testing sites are in close proximity to 203 Knollwood Drive: the Lower Paxton Township Building at 425 Prince Street; the Turkey Hill Convenience Store at 5009 Locust Lane; and the Locust Lane Pump Station at Locust Lane and Porsche Lane. N.T. 68, line 22, through N.T. 69, line 5, and N.T. 73, lines 15 – 23.

22. Ms. Bumbarger sponsored Suez Exhibit No. 3, a five page exhibit of water quality test results for the last year at the Lower Paxton Township Building, the Turkey Hill Convenience Store at Locust Lane and the Locust Lane Pump Station. The Exhibit includes a column of notations of cloudy/discolored water. N.T. 69, line 13, through N.T. 72, line 18.

23. Ms. Bumbarger explained the testing protocol. She opens a “tap, a water tap, a cold water faucet,” at each site. She notes the chlorine residual, collects a water sample for total coliform analysis, collects a water sample for pH analysis and observes any cloudiness/discoloration. N.T. 72, lines 6 – 18.

24. From September 2015 through September 2016, Ms. Bumbarger observed no cloudiness or discoloration at either the Turkey Hill Convenience Store or the Locust Lane Pump Station. She observed one incident of cloudiness/discoloration at the Lower Paxton Township Building on April 4, 2016. N.T. 72, line 19 through N.T. 7314; Suez Exhibit No. 3.

25. The conclusion from all of the water test results is that Suez is not providing dirty or discolored water to Complainant. N.T. 74, lines 19 – 25. Additionally, Suez’s water supply meets all primary and secondary water quality standards. N.T. 75, lines 20 – 22.

26. In regard to Complainant’s testimony concerning the water in his basement toilet bowl and basement toilet tank, a toilet bowl or toilet tank is not an appropriate water sampling location. Sediment inside the toilet bowl or toilet tank is not indicative of a dirty water problem. N.T. 75, lines 1 – 8.

27. The proper place for taking a residential water sample is the kitchen or bathroom faucet. Ms. Bumbarger has taken many in-home water samples at customer requests. They are always taken at the kitchen or bathroom faucet. N.T. 75, lines 9 – 16.

28. Other than Complainant's complaint, Ms. Bumbarger is not aware of any dirty water complaints in the area. N.T. 75, lines 17 – 19.

**Testimony of Respondent's Witness Jordan**

29. Judy Jordan is Mid-Atlantic Customer Service Manager for Suez. Ms. Jordan oversees the operations of the call center and the handling of billing and collections. She has over 30 years' experience in water utility supervision. N.T. 90, lines 1 – 14.

30. Ms. Jordan sponsored Suez Exhibit No. 4, a multi-paged exhibit of customer contact records between Complainant and Suez going back to July 31, 2003. The records are business records of Suez. As Complainant would contact Suez, documentation is made and information stored. Similarly, any information sent out by Suez to Complainant is stored as well. N.T. 91, line 25, through N.T. 92, line 18.

31. Going back to 2003, Suez has no record of any contact with Complainant concerning dirty water. N.T. 92, lines 19 – 25.

32. Meter reading records sponsored by Ms. Jordan as Suez Exhibits Nos. 5 and 6 show that Complainant's water usage varies but, presently, for the three most recent months, is between 4,000 gallons per month and 5,000 gallons per month. Suez Exhibit No. 6. Complainant's usage is such that he is using the water supplied to him for all household purposes.

**Complaint Docket C-2016-2558244 -- Metering**

**Testimony of Complainant**

33. Complainant complains that Suez has not read his meter since September 1999. N.T. 20, line 23, through N.T. 21, line 5. The basic "premise" of this Complaint is that Suez has not read his meter since it "installed the device in September of 1999." N.T. 21, lines 19 – 24.

34. On cross examination, Complainant explained there are presently three people living in his house: Complainant, his wife and his son. Until six to eight months ago, there were five people living in the house: Complainant, his wife, his son, his other son and his other son's girlfriend. N.T. 26, lines 8 – 17.

35. Complainant's other son and the other son's girlfriend moved out "probably about February." Since April, Complainant's billed water usage has gone down from \$57.00 a month to \$47.00 a month. N.T. 27, lines 2 – 13.

36. Although Complainant checked the box on the Complaint form alleging that he has been incorrectly charged, Complainant did not identify any incorrect charges that he has been billed. N.T. 22, line 22, through N.T. 24, line 5.

#### **Testimony of Respondent's Witness Poziemski**

37. Monica Poziemski is a Field Customer Service Technician with Suez. Ms. Poziemski has 29 years' experience in that position. N.T. 80, line 25, through N.T. 81, line 8.

38. The meter presently in place in the meter pit at 203 Knollwood Drive uses automatic meter reading technology (AMR). N.T. 81, lines 15 – 19. It is not a remote meter reading device. N.T. 81, line 25, through N.T. 82, line 2.

39. The meter presently in place at 203 Knollwood Drive was installed in the meter pit on April 12, 2016. N.T. 81, lines 20 – 21.

40. Suez checks a meter if there is a problem at the premises or the homeowner requests a recheck. There, however, is no independent requirement that Suez check a meter. N.T. 82, lines 3 – 13.

41. Suez obtains an actual meter reading every month for water usage at 203 Knollwood Drive. Suez reads the meter every month in the meter pit with the automatic meter reading technology. N.T. 82, lines 14 – 16.

42. Suez changes meters out of residential properties every 20 years. N.T. 82, lines 21 – 25.

43. The meter presently in place in the meter pit at 203 Knollwood Drive is not out of time in regard to the 20 year replacement requirement. N.T. 83, lines 1 – 6.

44. Suez also has a meter in place inside Complainant's house at 203 Knollwood Drive. The inside meter was not removed when Suez placed the outside meter in the meter pit. Complainant has personal items in front of the insider meter, making access difficult. N.T. 83, lines 7 – 10, and N.T. 85, lines 7 – 17.

45. The inside meter had been used prior to April 2016 for billing and usage recording purposes. The inside meter is not presently being used for billing or usage recording purposes. N.T. 83, lines 11 – 13.

46. Like the meter in the meter pit, the inside meter uses automatic meter reading technology. N.T. 83, lines 17 – 21.

47. The inside meter has never been out of time in regard to the 20 year replacement requirement. N.T. 83, lines 14 – 16.

48. Both before and after April 2016 when the new meter was installed in the meter pit, Suez has been obtaining actual meter readings of Complainant's water usage every month. N.T. 85, lines 18 – 22.

49. Suez is not aware of any problems with Complainant's meter. N.T. 85, line 23, through N.T. 86, line 1.

### **Testimony of Respondent's Witness Jordan**

50. Ms. Jordan sponsored Suez Exhibit No. 5, a three page summary of the Suez meter reading records for 203 Knollwood Drive back to April 21, 2012. Suez Exhibit No. 5 has columns for Read Date/Time, Read Difference, Register Reading and "Read Type." N.T. 93, line 4, through N.T. 95, line 17.

51. The column headed "Read Type" with entries of "Regular" signify an actual meter reading. N.T. 94, lines 13 – 17. With the exception of February 2014, Suez obtained an actual meter reading every month, from August 2012 through April 2016 at 203 Knollwood Drive. Suez Exhibit No. 5, Column Headed "Read Type;" N.T. 95, line 13 – 17.

52. Ms. Jordan also sponsored Suez Exhibit No. 6, a one page summary of the Suez billing records for the new meter installed in the meter pit beginning April 12, 2016. Suez Exhibit No. 6 has columns for Read Date/Time, Read Difference, Register Reading and "Read Type." N.T. 95, line 18, through N.T. 96, line 17.

53. The column headed "Read Type" with entries of "Regular" signify an actual meter reading. N.T. 96, lines 18 – 21. Suez obtained an actual meter reading every month, from April 2016 through September 2016 at 203 Knollwood Drive. Suez Exhibit No. 6, Column Headed "Read Type;" N.T. 96, lines 18 – 21.

54. Complainant is incorrect when he claims that Suez has not read his meter for 15 or 16 years. Suez reads Complainant's meter every month. N.T. 97, lines 14 – 21.

55. Suez uses actual meter readings for billing service to Complainant. Complainant's bill is calculated using the rates for water service approved by the Public Utility Commission. There are no incorrect charges on Complainant's bill. N.T. 97, line 20, through N.T. 98, line 2.

**Complaint Docket C-2016-2559741 – August 3 Main Break**

**Testimony of Complainant**

56. Complainant complains that, on August 3, 2016, he had no water and received no notice that he would be without water. N.T. 28, line 18, through N.T. 29, line 4.

57. Complainant does not know if the service outage was planned or unplanned or an accident. N.T. 30, lines 9 – 15.

58. Complainant's wife was aware of a Suez main break on August 3 and called Complainant about it. N.T. 33, lines 3 – 14.

59. Complainant testified that he received a call to boil water on either August 3 or August 4. N.T. 33, line 23, through N.T. 34, line 2.

**Testimony of Respondent's Witness Jordan**

60. Suez had a break in a 24-inch main in the early morning hours of August 3, 2016, an emergency situation which affected over 16,000 customers in its Harrisburg area service territory. Complainant would have experienced either low pressure or no water as a result of the emergency situation. N.T. 98, lines 3 – 12 and N.T. 103, line 24, through N.T. 104, line 6.

61. Suez became aware of the break at approximately 6:00 A.M. on August 3. It restored service by 9:00 A.M. that same day. N.T. 98, line 15 – 22.

62. Suez provided notices of the main break and boil water advisory via television, radio and social media – Facebook and Twitter – and the Company's website. N.T. 98, line 23, through N.T. 99, line 1. Suez also provided notice of the boil water advisory via rapid alert. N.T. 102, lines 15 – 18.

63. Ms. Jordan sponsored Suez Exhibit No. 7, a six page exhibit of notices related to the August 3 main break. The first page is a notice of the "Water Main Break" provided to the

media and placed on the Suez website. The second and third pages are the notice of a “Boil Water Advisory” provided to the media and placed on the Suez website. The fourth page is a notice of “Water Service Restored,” while the “Boil Water Advisory Continues.” The sixth page is a notice of the lifting of the “Boil Water Advisory.” N.T. 100, line 11, through N.T. 102, line 18; *See also* Suez Exhibit No. 7.

64. The notice provided as the fifth page of Suez Exhibit No. 7 explains that the Susquehanna Township Main Break was a “catastrophic” main break that affected over 16,000 customers in Lower Paxton Township, Susquehanna Township, Marysville and portions of Penbrook. Suez Exhibit No. 7; *See also* N.T. 102, lines 5 – 8.

65. Ms. Jordan also sponsored Suez Exhibit No. 8, a one page exhibit of information from the rapid alert call to Complainant at 10:18 on August 3, 2016. The call was “answered live.” It was not recorded. N.T. 103, lines 14 – 23.

66. Complainant’s service was not “shut off” without notice on August 3, 2016. Suez had an emergency outage that affected over 16,000 customers. N.T. 103, line 24, through N.T. 104, line 6.

### **Complaint Docket C-2016-2563040 – Impact of Heavy Truck Traffic on Outside Meter**

#### **Complainant’s Testimony**

67. Complainant complains that the meter in the outdoor meter pit is affected by heavy truck traffic. N.T. 37, line 16, through N.T. 38, line 11.

68. Complainant states that he opened the meter box and lifted the lid on the meter. He observed the meter go to zero when a FedEx truck went by. N.T. 37, line 16, through N.T. 39, line 9. When the reading display came back, it showed additional water usage. N.T. 39, lines 1 – 4.

69. On cross examination, Complainant acknowledged that Suez employee Monica Poziemski came to his residence and talked to him about the meter. Ms. Poziemski opened the lid to the meter and it went to “00,” it went through the test mode, and it came back to Complainant’s meter reading. N.T. 42, lines 6 – 10.

**Testimony of Respondent’s Witness Poziemski**

70. Ms. Poziemski is a Field Customer Service Technician with Suez. Ms. Poziemski has 29 years’ experience in that position. N.T. 80, line 25, through N.T. 81, line 8.

71. Ms. Poziemski went to Complainant’s house on September 8, 2016 and showed Complainant how the outside meter works. N.T. 83, line 22, through N.T. 85, line 2.

72. The Suez meter in the meter pit is not reacting to heavy truck traffic. N.T. 84, lines 2 – 8.

73. Two large trucks came down the road while Ms. Poziemski was at the property: a FedEx truck and a trash truck. The meter did not advance. N.T. 84, lines 4 – 8. The meter did not show water being used when it wasn’t. N.T. 86, lines 14 – 18.

74. Ms. Poziemski explained how the outside meter works. The meter displays the current reading when the meter lid is lifted. The meter goes into a “test” mode if the lid is put down and lifted a second time. After five to ten seconds, the meter goes into default and the display shuts down. At that point, if the lid is closed and opened, the meter reading is displayed. N.T. 84, lines 9 – 23.

75. Suez is not aware of any problems with Complainant’s meter. N.T. 85, line 23, through N.T. 86, line 1.

76. The meter is working properly. N.T. 87, lines 1 – 4.

### **III. SUMMARY OF ARGUMENT**

Complainant has not met his burden of proof in any one of his Complaint proceedings. Complainant has failed to demonstrate by a preponderance of the evidence that he is experiencing any reliability, safety or quality problems with his water service, that there are incorrect charges on his water bill, that there are any deficiencies in the metering of his water service or that Suez is in violation of any statutory or regulatory requirement.

The evidence presented by Respondent demonstrates that its water service to Complaint is reliable, safe, and in full compliance with all regulatory standards, including all primary and secondary water quality standards, that the water it provides to Complainant is clear and not dirty, that there are no incorrect charges on Complainant's bill, that its metering of Complainant's service is in full compliance with all regulatory standards and that its water service to Complaint is in full compliance with the requirements of the Public Utility Code, including the statutory service standards of Section 1501 requiring every public utility to furnish and maintain, adequate, efficient, safe, and reasonable service and facilities.

The Complaints of Ross E. Schell at C-2016-2551544, C-2016-2558244, C-2016-2559741 and C-2016-2563040 should be denied and dismissed and the records of each marked closed.

#### IV. ARGUMENT

##### A. Burden of Proof

Section 332(a) of the Public Utility Code (“Code”), 66 Pa. C.S. § 332(a), provides that the proponent of a rule or order has the burden of proof. As the proponent of a rule or order, Complainant has the burden of proof in each of these consolidated proceedings and, therefore, the duty to establish facts by a “preponderance of the evidence.” *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950); *Samuel J. Lansberry, Inc. v. Pa. P.U.C.*, 578 A.2d 600 (Pa. Cmwlth. 1990). Additionally, any finding of fact necessary to support the Commission’s adjudication must be based upon substantial evidence. 2 Pa. C.S. § 704; *Mill v. Pa. P.U.C.*, 447 A.2d 1100 (Pa. Cmwlth. 1982); *Edan Transportation Corp. v. Pa. P.U.C.*, 623 A.2d 6 (Pa. Cmwlth. 1993). More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk and Western Ry. v. Pa. P.U.C.*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unemployment Compensation Bd. of Review*, 166 A.2d 96 (Pa. Super. 1960); *Murphy v. Commonwealth, Dept. of Public Welfare, White Haven Center*, 480 A.2d 382 (Pa. Cmwlth. 1984). Complainant has not met his burden and his Complaints should be dismissed.

##### B. Complaint Docket C-2016-2551544 – Dirty Water

On direct examination, Complainant provided no details of his complaint other than his statement that “my water is dirty.” On cross examination, Complainant explained that his dirty water is in the tank to his basement toilet, which he doesn’t use. He stated that it has been about a year since he has used the basement toilet. On questioning by Judge Watson, Complainant explained that he replaced a blocked valve in the basement toilet about three years ago.

Complainant did not present substantial evidence in support of his claim of “dirty water” and his presentation was legally insufficient.

Suez, on the other hand, presented substantial evidence of the following significant points each of which was addressed above in Section II – Proposed Findings of Fact:

- Suez’s water supply meets all primary and secondary water quality standards.
- Suez serves Complainant through a new 1 inch copper main installed in 2015. A new main will source clear water, not dirty water.
- Suez conducts water testing twice a month at 50 DEP-approved testing locations. Testing includes visual inspection for cloudiness/discoloration.
- There are three DEP approved testing locations near Complainant’s residence. From September 2015 through September 2016, there was one observation – occurring on April 4, 2016 – of cloudiness/discoloration.
- The conclusion from all of the water test results is that Suez is not providing dirty or discolored water to Complainant.
- A toilet bowl or toilet tank is not an appropriate sampling location for water quality. Sediment inside the toilet bowl or toilet tank is not indicative of a dirty water problem.
- No customer of Suez, other than Complainant, is complaining of dirty water.

In response to Complainant’s Complaint, Suez opened the blow-off at the end of the main on Knollwood Drive. Upon opening and initial run-out of an insignificant amount of slightly discolored water, which is not at all unusual, water ran clear from the blow-off.

The neighboring property, which is also served by the new one inch copper main and is closer to the end of the main than Complainant, has not complained of dirty water.

If Complainant is experiencing dirty water it is due to the age and corrosion of his customer owned water service line or his customer owned in-home piping. Complainant has been advised to flush his service line and in-home piping to address any dirty water problem he

may experience. Replacing his customer owned service line is another option available to Complainant.

The water service Suez is providing to 203 Knollwood Drive is reliable, safe, in full compliance with all regulatory standards, including all primary and secondary water quality standards, and reasonable and appropriate and consistent with the service standards in Section 1501 of the Public Utility Code.

Complainant failed to prove any violation of Commission Regulations or the Public Utility Code. His Complaint at C-2016-2551544 should be denied and dismissed. Along with the foregoing, we would point out that Respondent's metering records show that Complainant's usage is such that he is using the water supplied to him for all household purposes.

**C. Complaint Docket C-2016-2558244 -- Metering**

Complainant complains that Suez has not read his meter since September 1999. The evidence of record demonstrates, however, that Suez has been obtaining an actual meter reading for service to Complainant since he moved into his residence.

Suez uses Automatic Meter Reading (AMR) technology for recording and billing purposes and has been using AMR technology at Complainant's residence since 1999. Commission Regulations at 52 Pa. Code Section 56.2 address and define AMR technology explaining that meter readings by an AMR "shall be deemed to be actual meter readings" as follows:

*AMR—Automatic meter reading—*

(i) Metering using technologies that automatically read and collect data from metering devices and transfer that data to a central database for billing and other purposes.

(ii) The term does not include remote meter reading devices as defined by this section.

(iii) Meter readings by an AMR shall be deemed actual readings for the purposes of this chapter.

Citing 52 Pa. Code Section 56.15(5), Complainant argued at hearing that Suez is using a remote meter reading device and, therefore, must obtain an actual meter reading every five years. N.T. 25 – 26. AMR technology is, however, by definition, *not* a “remote meter reading device,” as explained in the definitional section of the Commission’s Regulation reproduced above. With AMR technology, Suez has been obtaining, since 1999 (with the old inside meter), and, is continuing to obtain, going forward (with the new outside meter), an actual meter reading every month of the water usage at Complainant’s residence.

The actions of Suez in regard to the metering of Complainant’s residence are reasonable and appropriate and consistent with the service standards in Section 1501 of the Public Utility Code. Complainant failed to prove any violation of Commission Regulations or the Public Utility Code. His Complaint at C-2016-2558244 should be denied and dismissed.

We would emphasize, as a final point that, irrespective of his concerns regarding an actual meter reading, Complainant is being accurately billed for his water service. There are no incorrect charges on Complainant’s bill. He acknowledges past billing of \$57 a month and that his water usage has gone down since his other son and his other son’s girlfriend relocated from the residence.

**D. Complaint Docket C-2016-2559741 – August 3 Main Break**

On August 3, 2016, Suez experienced a “catastrophic,” unscheduled main break and service outage that affected over 16,000 customers in its Harrisburg area service territory.

The Commission Policy Statement concerning Unscheduled Water Service Interruptions and Associated Actions at 52 Pa. Code Section 69.1602 provides guidelines for public notification in the event of an unscheduled interruption of water service. The Policy Statement

identifies several “acceptable methods” of “public notification” which “should be considered and utilized [by the utility,] as appropriate.” The first three of the “acceptable methods” are *mass media*, *web site* and *automated dialer system*, as follows:

(1) *Mass media*. Facsimile/electronic mail notification to local radio and television stations, cable systems, newspapers and other print and news media as soon as possible after the event occurs. These notifications must provide relevant information about the event, such as the affected locations, its potential impact including the possible duration of the outage, the possible adverse health effects and the population or subpopulation particularly at risk, and a description of actions affected ratepayers/occupants should take to ensure their safety, with updates as often as needed. Updates should be provided on a predictable, regular schedule for the duration of the event. The Commission’s Office of Communications and Lead Emergency Preparedness Liaison Officer should also receive these notifications.

(2) *Web site*. Use of the utility’s own Internet web site and 24/7 emergency phone line and integrated voice response system to provide relevant information about the event, such as the affected locations, estimated duration, its potential impact including possible adverse health effects and the population or subpopulation particularly at risk, and a description of actions affected ratepayers/occupants should take to ensure their safety, with updates as often as needed. A section of the utility’s web site shall be dedicated to presenting outage information where regular updates of the number of customers without service by geographic area and estimated restoration times are available. Depending on the utility’s system limitations, this could be as simple as a PDF or spreadsheet file of information that is updated at regular intervals.

(3) *Automated dialer system*. Automated dialer system (outbound dialing) notification to affected ratepayers’/occupants’ landline or wireless phones. Updates should be provided at regular intervals or if the estimated restoration time changes by more than 2 hours.

Suez utilized each of these “acceptable methods” to provide public notification to its customers of the main break and the boil water advisory. Notification was immediate upon the discovery of the break. Affected areas were identified and noticed. A boil water advisory was noticed and, ultimately, lifted. Updates were issued throughout the relevant period.

Complainant is not entitled to a customer specific notice – a direct or actual notice – of the service outage, although we note that Complainant, in fact, did receive actual notice. Complainant’s wife was aware of the notice published by the media and she advised him of the main break and the service outage the day it occurred. Complainant also received an auto dialer call of the boil water advisory and Suez records show that the call was answered.

The actions of Suez were reasonable and appropriate and consistent with the service standards in Section 1501 of the Public Utility Code and the Commission’s Policy Statement. Complainant failed to prove any violation of Commission Regulations or the Public Utility Code. His Complaint at C-2016-2559741 should be denied and dismissed.

**E. Complaint Docket C-2016-2563040 – Heavy Truck Traffic**

Complainant is concerned that the meter in the outdoor meter pit is affected by heavy truck traffic. His concern is unfounded. He happened to open the meter when a truck passed by. From this, he suggests that there is a causal connection between the passing truck and what he observed with the meter. In reality, there is no connection between one and the other.

The meter is operating properly. The evidence of record demonstrates that the meter displays the current reading when the meter lid is lifted. The meter goes into a “test” mode if the lid is put down and lifted a second time. After five to ten seconds, the meter goes into default and the display shuts down. At that point, if the lid is closed and re-opened, the meter reading is displayed.

Respondent’s metering of Complainant’s residence is reasonable and appropriate and consistent with the service standards in Section 1501 of the Public Utility Code. Complainant failed to prove any violation of Commission Regulations or the Public Utility Code. His Complaint at C-2016-2563040 should be denied and dismissed.

We would emphasize, again, as a final point that, irrespective of his concerns about truck traffic, Complainant is being accurately billed for his water service.

## **V. PROPOSED CONCLUSIONS OF LAW**

1. The Commission has jurisdiction over the parties and the subject matter of this dispute. 66 Pa. C.S. § 701.

2. As the proponent of a rule or order, Complainant has the burden of proof in each of his Complaint proceedings. 66 Pa. C.S. § 332(a).

3. Complainant has the duty to establish facts by a “preponderance of the evidence.” *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950); *Samuel J. Lansberry, Inc. v. Pa. P.U.C.*, 578 A.2d 600 (Pa. Cmwlth. 1990).

4. Additionally, any finding of fact necessary to support the Commission’s adjudication must be based upon substantial evidence. 2 Pa. C.S. § 704; *Mill v. Pa. P.U.C.*, 447 A.2d 1100 (Pa. Cmwlth. 1982); *Edan Transportation Corp. v. Pa. P.U.C.*, 623 A.2d 6 (Pa. Cmwlth. 1993).

5. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk and Western Ry. v. Pa. P.U.C.*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unemployment Compensation Bd. of Review*, 166 A.2d 96 (Pa. Super. 1960); *Murphy v. Commonwealth, Dept. of Public Welfare, White Haven Center*, 480 A.2d 382 (Pa. Cmwlth. 1984).

6. Complainant has not met his burden of proof in any one of his Complaint proceedings.

7. Complainant has failed to demonstrate by a preponderance of the evidence that he is experiencing any reliability, safety or quality problems with his water service.

8. Complainant has failed to demonstrate by a preponderance of the evidence that there are incorrect charges on his water bill.

9. Complainant has failed to demonstrate by a preponderance of the evidence that there are any deficiencies in the metering of his water service.

10. Complainant has failed to demonstrate that Suez is in violation of any statutory or regulatory requirement.

11. The evidence presented by Respondent demonstrates that its water service to Complainant is reliable, safe, and in full compliance with all regulatory standards, including all primary and secondary water quality standards.

12. The evidence presented by Respondent demonstrates that the water it provides to Complainant is not dirty.

13. The evidence presented by Respondent demonstrates that there are no incorrect charges on Complainant's bill.

14. The evidence presented by Respondent demonstrates its metering of Complainant's service is in full compliance with all regulatory standards.

15. The evidence presented by Respondent demonstrates its water service to Complainant is in full compliance with the requirements of the Public Utility Code, including the statutory service standards of Section 1501 requiring every public utility to furnish and maintain, adequate, efficient, safe, and reasonable service and facilities.

16. The Complaints of Ross E. Schell at C-2016-2551544, C-2016-2558244, C-2016-2559741 and C-2016-2563040 are denied and dismissed.

**VI. PROPOSED ORDERING PARAGRAPHS**

IT IS ORDERED:

1. That the Complaints of Ross E. Schell at C-2016-2551544, C-2016-2558244, C-2016-2559741 and C-2016-2563040 are denied and dismissed.
2. That the dockets at C-2016-2551544, C-2016-2558244, C-2016-2559741 and C-2016-2563040 are marked closed.

**VII. CONCLUSION AND REQUEST FOR RELIEF**

For all the reasons set forth above, the Complaints of Ross E. Schell at C-2016-2551544, C-2016-2558244, C-2016-2559741 and C-2016-2563040 should be denied and dismissed and the records marked closed.

Respectfully submitted,

By  \_\_\_\_\_

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*Attorneys for Suez Water Pennsylvania Inc.*

DATED: November 30, 2016

**Before The  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**Administrative Law Judge  
Jeffrey A. Watson, Presiding**

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<b>Ross E. Schell</b>	:	<b>C-2016-2551544</b>
	:	<b>C-2016-2558244</b>
<b>v.</b>	:	<b>C-2016-2559741</b>
	:	<b>C-2016-2563040</b>
<b>Suez Water Pennsylvania Inc.</b>	:	

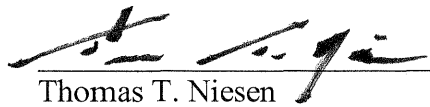
**CERTIFICATE OF SERVICE**

I hereby certify that I have this 30<sup>th</sup> day of November 2016, served a true and correct copy of the Brief of Suez Water Pennsylvania Inc., upon the persons and in the manner set forth below:

**VIA ELECTRONIC AND FIRST CLASS MAIL**

Ross E. Schell  
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The Honorable Jeffrey A. Watson  
Administrative Law Judge  
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