

In accordance with the foregoing, absent a timely request for continuance for good cause (i.e., no later than 5 days before the scheduled hearing on May 31, 2006), all parties to this proceeding shall be prepared to participate in the scheduled hearing.

2. IF YOU WISH TO OFFER INTO EVIDENCE AT THE HEARING MATERIAL IN THE FORM OF DOCUMENTS (LETTERS, BILLS, CANCELLED CHECKS AND THE LIKE), YOU MUST SEND THREE (3) COPIES OF ALL EXHIBITS YOU INTEND TO PRESENT TO MY OFFICE, AND ONE (1) COPY TO EACH PARTY OF RECORD AT LEAST THREE (3) DAYS PRIOR TO THE HEARING.

3. YOU MUST ARRANGE TO HAVE THOSE WHO INTEND TO TESTIFY AS WITNESSES ON YOUR BEHALF PRESENT WITH YOU AT THE TIME SET FOR THE HEARING.

4. **COMPLAINANT:** Please be aware that you have the burden of proof in this proceeding, and must show by a preponderance of the evidence that respondent has violated the Public Utility Code or a regulation or order of the Commission, and that you are entitled to the relief requested in the Complaint. If this burden is not satisfied, the Complaint must be denied as a matter of law. Pursuant to 52 Pa. Code §§1.21 and 1.22, if you are an individual, you may be represented by an attorney or you may represent yourself. **If this is an adversarial proceeding and you are a partnership, corporation, trust, association or governmental agency or subdivision, you must be represented by an attorney.**

5. Please be aware that there often is a delay in my receiving documents filed in Harrisburg. Therefore, serve me directly with any documents that you file in this proceeding.

6. I will emphasize that if you are not available for the hearing and a continuance has not been granted, I will conduct the hearing without you. If you are the complainant, that may mean that the complaint will be dismissed. If you are the respondent, the complaint may be sustained and sanctions imposed, if appropriate, based on the record adduced.

7. PLEASE BE AWARE THAT ALTHOUGH THIS HEARING IS BEING CONDUCTED TELEPHONICALLY FOR THE CONVENIENCE OF THE PARTIES, IT IS A FORMAL HEARING AND WILL BE CONDUCTED IN ACCORDANCE WITH THE COMMISSION'S RULES OF PRACTICE AND PROCEDURE.

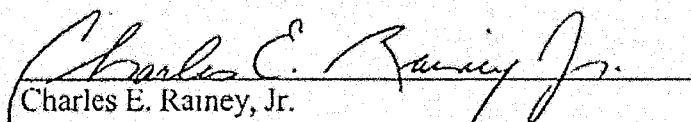
8. The parties are encouraged to informally discuss any of the matters involved in this case prior to the scheduled hearing.

ORDER

The parties shall comply with procedural rules and regulations discussed herein.

Date:

May 8, 2006


Charles E. Rainey, Jr.
Administrative Law Judge

PLEASE DO NOT

ALEXANDER F. CANONICA
3404 GOSHEN ROAD
NEWTOWN SQUARE, PA 19073-3424

May 22, 2006

Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
Administrative Law Judge Charles E. Rainey, Jr.
P.O. Box 3265
Harrisburgh, PA 17105-3265

RECEIVED

MAY 25 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Dear Administrative Law Judge Charles E. Rainey, Jr.

I am writing in response to your Prehearing Order for Docket Number C-20065964

I am being invited to participate in a hearing before the Pennsylvania Public Utility Commission and the proceedings are governed by, inter alia, 52 Pa. Code § 1.15.

I did not complain under inter alia, 52 Pa Code § 1.15. I complained as a citizen of the State of Pennsylvania

I will not appear under inter alia, 52 Pa Code § 1.15.

I have submitted all my information with the exception of a contract between the people of Florida Park and Newtown Township to construct a public water line to these residents of Newtown Square. (See attachment A-1). The Township of Newtown Delaware County connected these residents to a public water system by constructing a water distribution system. This included water meters to accurately measure the flow of water for billing purposes. There was no charge of \$10.00 to connect these residents. The Township of Newtown has the right to connect residents to a public water system.

A meter connected to a public water distribution system is an indispensable part of the system. I have not received any documents from the Public Utility Commission that the distribution system I am attached for the over thirty years is owned by Aqua Pennsylvania Inc.. Any meter is part of the line and not owned by Aqua Pennsylvania Inc.

Residents attached to a public water supply are required to pay for the system.

BTL

DOCUMENT
FOLDER

DOCKETED

NOV 17 2006

11/19
11/19
11/19

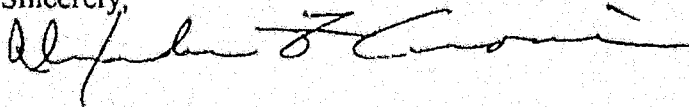
Information received from Robert Griffin of Aqua Pennsylvania Inc. that the cost of a water meter and to install a water meter is about \$170.00. A water meter lasts about 25 years. The yearly cost for 25 years is about \$7.00 (rounded to the nearest dollar). A charge of \$10 per month for 25 years equals \$3,000.00 for a \$170.00 installed water meter.

However, a water meter is an indispensable part of a water distribution system. Aqua Pennsylvania Inc. does not own the meter, but is required to maintain the system under the Pennsylvania Public Utility Commission

Please reverse the \$10.00 customer charge.

If additional information is required, please contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Alexander F. Canonica".

Alexander F. Canonica

REVISED AGREEMENT

THIS AGREEMENT, by and between the TOWNSHIP OF NEWTOWN ("Township") and NEWTOWN TOWNSHIP, DELAWARE COUNTY, MUNICIPAL AUTHORITY ("Authority"),

W I T N E S S E T H:

WHEREAS, Township wishes to arrange for the construction of various water mains in the Township, to provide water service to certain homes in Newtown Township whose water service is inadequate in quantity or quality; and

WHEREAS, Township wishes to construct certain fire hydrants at the Township's expense, and to arrange for the provisions of necessary service to the fire hydrants in order to provide fire protection to the residents of the area; and

WHEREAS, as based on negotiation with the Philadelphia Suburban Water Company ("PSW"), Township has established the cost to the Township of construction of said facilities to be \$115,000.00; and

WHEREAS, Township has established a water district to implement the project and in order to assess appropriate sums to the residents; and

WHEREAS, Township wishes to provide for the assessments to be paid over an extended period (annually up to twenty years), by the residents, so as to avoid hardship, and such assessments would permit the payment in twenty (20) equal annual installments of principal and interest at eight percent (8%) per year; and

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WHEREAS, Township has established the cost of the improvements and has provided a mechanism for assessing the residents over an extended period of time; and

WHEREAS, the Authority is empowered to make advances to the Township in and for the implementation of capital improvement programs.

NOW THEREFORE, it is agreed by and between the parties as follows:

1. The Authority shall advance to the Township upon the execution of this Agreement the sum of \$115,000.00.

2. The Township shall repay said sum, together with interest at eight percent (8%) per year on the unpaid balance, to the Authority as and when the Township receives payment from the owners of the assessed premises. Payment to the Authority shall be made within ten (10) days of receipt of funds by the Township.

3. The Township shall agree to bill and collect all assessments, and to place a municipal lien on such properties as shall be delinquent more than thirty (30) days in the payment of any annual or other assessment. Such billing and collection shall be without expense to the Authority, it being agreed that the Township may make such charges and recover such costs and expenses from the assessed properties as it shall in its sole discretion deem proper.

4. The provisions of this Agreement shall benefit solely the parties herein, and shall not be deemed to create any third party benefits in any person.

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5. It is agreed by and between the parties that the Authority shall have no responsibility whatsoever for the construction or the expense of any construction, nor for any damages incurred by any person by reason of any actions in the implementation of the water line project, and Township agrees to indemnify Authority against any claims or losses arising out of any claim, provided that Township shall have the right to defend any such claim.

6. This Agreement shall supersede in its entirety that certain Agreement, executed by the Township and the Authority on June 25, 1990, covering the subject matter herein.

7. At least annually, Township shall provide the Authority with an annual statement, in such form and containing such information as may be satisfactory to the Authority, setting forth, at a minimum, the assessments and interest received in such year and to date, the balance due the Authority, what residents are in default and the extent of such default, and what properties have been liened.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement this 28th day of AUGUST, 1991, to be effective as of the 25th day of June, 1990.

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TOWNSHIP OF NEWTOWN

By:

Paul Russell
Edw. J. Case
E. C. Williams
[Signature]

NEWTOWN TOWNSHIP, DELAWARE
COUNTY, MUNICIPAL AUTHORITY

By:

James B. [Signature]

ATTEST:

James M. Comanch
Secretary

ATTEST:

[Signature]
Secretary

OALJ Hearing Report

Please Check Those Blocks Which Apply

Docket No.:	C-20065964		YES	NO
Case Name:	Alexander F. Canonica v. Aqua Pennsylvania Inc.	Prehearing Held:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Location:	Philadelphia, PA	Hearing Held:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Date:	May 31, 2006	Testimony Taken:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ALJ:	Charles E. Rainey, Jr.	Transcript Due:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Reporting Firm:	Precision Reporting	Hearing Concluded:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		Further Hearing Needed:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		Estimated Add'l Days:		
		RECORD CLOSED:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		DATE:	by 7-5-06	
		Briefs to be Filed:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		DATE:		
		Bench Decision:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		REMARKS:	Complainant failed to appear.	

RECEIVED

JUN - 7 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S OFFICE

PLEASE PRINT CLEARLY - Incomplete information may result in delay of processing.

Name and Telephone Number	Address	Who are you representing?
Frances P. Orth, Esq. Telephone: 610-645-1126	762 W. Lancaster Ave. City: Bryn Mawr State: PA Zip: 19010	Aqua Pennsylvania, Inc.
Alexander F. Canonica Telephone: 610-353-0968	3404 Goshen Road City: Newtown Square State: PA Zip: 19073	Pro Se

Check this box if additional parties or attendees appear on back of form.

elp

Nancy Davis

Reporter's Signature

Note: Completion of this form does not constitute an entry of appearance, see 52 Pa. Code §§1.24 and 1.25.