

ORIGINAL

COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

* * * * *

ALEXANDER F. CANONICA, :
: DOCKET NO. C-20065964

vs. :

AQUA PENNSYLVANIA
INCORPORATED,

DOCUMENT
FOLDER

PHILADELPHIA
SECRETARY'S BUREAU

2005 JUN 29 AM 10:08

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Hearing Pages 1 through 11 :

State Office Building
1400 Spring Garden Street
Philadelphia, Pennsylvania 19130

Before:

Charles E. Rainey, Jr., Administrative Law Judge

APPEARANCES:

(Via Telephone)
PHILADELPHIA SUBURBAN WATER COMPANY
BY: FRANCES P. ORTH, ESQUIRE
762 West Lancaster Avenue
Bryn Mawr, Pennsylvania 19010
Attorney for Aqua Pennsylvania

DOCKETED
AUG 10 2006

* * * * *

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I N D E X

EXHIBIT DESCRIPTION PAGE

✓ Commission-1 Mr. Canonica's Letter 4

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P R O C E E D I N G S
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THE COURT: Good afternoon. My name is Charles Rainey and I am the Administrative Law Judge who has been assigned to this case. And this is the case of Alexander F. Canonica versus Aqua Pennsylvania, Incorporated, at Docket Number C-20065964. I note the appearance of Frances Orth, Esquire, on behalf of Aqua Pennsylvania, Incorporated, and the non-appearance of the Complainant in this case.

The Complainant was informed of the hearing by telephone. and Hearing Notice dated April 27th, 2006. I note that I did receive a letter from Mr. Canonica and that letter is dated May 22nd, 2006. That letter was actually sent to Harrisburg. Ms. Orth was kind enough to fax me a copy of the letter on the 24th of May.

I subsequently, the next day, also received a copy of the letter by way of Harrisburg. I'm going to have this letter

1 marked as Commission Exhibit-1.

2

- - -

3 (Whereupon, Commission Exhibit-1 has been
4 marked for identification.)

5

- - -

6 THE COURT: The letter states, and
7 I'll read it into the record. "Dear
8 Administrative Law Judge Charles E. Rainey,
9 Jr. I am writing in response to your
10 pre-hearing order for Docket Number
11 C20065964. I am being invited to participate
12 in a hearing before the Pennsylvania Public
13 Utility Commission and the proceedings are
14 governed by, inter alia, 52 PA Code 1.15.

15 "I did not complain under inter alia,
16 52 PA Code 1.15. I complained as a citizen
17 of the State of Pennsylvania. I will not
18 appear under inter alia, 52 PA Code 1.15."

19 Let me just state at this juncture
20 that 52 Pa Code Section 1.15 as referenced by
21 Mr. Canonica in his letter is in reference to
22 the procedure for requesting a continuance of
23 the hearing and that procedure was spelled out
24 in my pre-hearing order.

1 I am at a loss as to why Mr. Canonica
2 references that as some indication or
3 indicating as a result of that reference
4 to the Commission's regulations for
5 requesting a continuance of a hearing as
6 to why he would not appear.

7 In any event, the letter goes on to
8 read, "I have submitted all of my
9 information, with the exception of the
10 contract between the people of Florida Park
11 and Newtown Township to construct a public
12 water line to these residents of Newtown
13 Square. (See attachment A-1). The Township
14 of Newtown Delaware County connected these
15 residents to a public water system by
16 constructing a water distribution system.
17 This included water meters to accurately
18 measure the flow of water for billing
19 purposes. There was no charge of \$10 to
20 connect these residents. The Township of
21 Newtown has the right to connect residents to
22 the public water system.

23 "A meter connected to a public water
24 distribution system is an indispensable part

1 of the system. I have not received any
2 documents from the Public Utility Commission
3 that the distribution system I am attached for
4 the" And this is as it reads. "I am
5 attached for the over thirty years is owned
6 by Aqua Pennsylvania Incorporated. Any
7 meter is part of the line and not owned by Aqua
8 Pennsylvania Incorporated.

9 "Residents attached to a public water
10 supply are required to pay for the system.
11 Information received from Robert Griffin of
12 Aqua Pennsylvania Inc. that the cost of a
13 water meter and to install a water meter is
14 about \$170. A water meter lasts about 25
15 years. The yearly cost for 25 years is about
16 \$7 (rounded to the nearest dollar.) A
17 charge of \$10 per month for 25 years equals
18 \$3,000 for a \$170 installed water meter.

19 "However, a water meter is an
20 indispensable part of the water distribution
21 system. Aqua Pennsylvania Incorporated does
22 not own the meter, but is required to maintain
23 the system under the Pennsylvania Public
24 Utility Commission. Please reverse the \$10

1 customer charge. If additional information is
2 required, please contact me. Sincerely,
3 Alexander F. Canonica."

4 And then attached to the letter is the
5 agreement, what appears to be the agreement
6 that he referred to in the letter. In any
7 event, Mr. Canonica was required to appear
8 at this hearing today by telephone. He has
9 not done so.

10 I attempted to reach him at the
11 telephone number that appears in his Complaint,
12 which is (610) 353-0468. However, the phone
13 just rang and no one answered the telephone,
14 nor did a answering machine come on to
15 respond. So that at this point, Ms. Orth,
16 I would ask of you, how did you want to
17 proceed in this matter?

18 MS. ORTH: Thank you, Your Honor. On
19 behalf of the company, Aqua Pennsylvania Inc.,
20 I would move to dismiss the Complaint for
21 failure of Mr. Canonica to prosecute his
22 claim and failure for him to carry his burden
23 of proof, in light of the fact that he did not
24 appear today.

1 And while he made this letter a
2 Commission exhibit, it is not, at this time,
3 susceptive to evidence in the case and is not
4 at this time adequate to carry his burden of
5 proof.

6 THE COURT: Very well. I just want
7 to state that I read the letter and I am making
8 the letter an exhibit in this case, merely as
9 some indication of Mr. Canonica's
10 non-appearance here today and not for any
11 purpose beyond that. It is not being entered
12 for any purpose to show or for proof of any
13 susceptive matters that are contained in the
14 letter itself.

15 I will take your Motion to Dismiss for
16 failure to prosecute under advisement, Ms.
17 Orth. Is there anything else that we need to
18 take up here this afternoon?

19 MS. ORTH: No, Your Honor.

20 THE COURT: Hearing that, I would
21 like to thank you and the other parties, who
22 I understand are witnesses, who I understand
23 appeared with you here today. I will be
24 rendering a written decision with regard to

1 this matter and if there is nothing further,
2 then this hearing is adjourned.

3 MS. ORTH: Thank you, Your Honor.

4 THE COURT: Thank you.

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6 (Whereupon, the hearing adjourned at 2:20
7 p.m.)

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* C E R T I F I C A T I O N *

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I, Nancy Battle, hereby certify that
the proceedings and evidence noted are contained
fully and accurately in the notes taken by me on the
deposition of the above matter, and that this is a
correct transcript of the same.

Nancy Battle

NANCY BATTLE
Shorthand Reporter

(The foregoing certification of this
transcript does not apply to any reproduction of the
same by any means, unless under the direct control
and/or supervision of the certifying reporter.)

SECRETARY'S BUREAU
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LAWYER'S NOTES

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EXHIBIT
COMMISSION
EXHIBIT-1
5/31/06 NB

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

C-20065964
Phila

DOCUMENT
FOLDER

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

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MAY 25 2006

Public Utility Commission
Philadelphia Office
Administrative Law Judge

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.

SECRETARY

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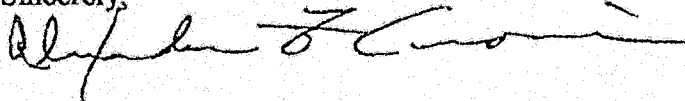
Information received from Robert Griffin of Aqua Pennsylvania Inc. that the cost of a water meter and to install a water meter is about \$170.00. A water meter lasts about 25 years. The yearly cost for 25 years is about \$7.00 (rounded to the nearest dollar). A charge of \$10 per month for 25 years equals \$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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Page 1 of 4

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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Page 2 of 4

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.

A-1
Page 3 of 4

TOWNSHIP OF NEWTOWN

By:

Paul Russell

Edw. J. Case

E. Coe Williams

James H. ...

NEWTOWN TOWNSHIP, DELAWARE
COUNTY, MUNICIPAL AUTHORITY

By:

James A. ...

ATTEST:

James M. Comunch
Secretary

ATTEST:

...
Secretary