

COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

Deborah Scott
v.
PA American Water Co.

Docket No.: C-20054741

Pages: 1 - 78

State Office Building
100 Lackawanna Avenue
Scranton, PA

Tuesday, November 1, 2005
Commencing at 10:00 a.m.

BEFORE:

EMBER S. JANDEBEUR, Administrative Law Judge

APPEARANCES:

DEBORAH SCOTT,
Pro Se

SETH A. MENDELSON, Esquire
American Water
Southeast Region
800 West Hershey Park Drive
Hershey, PA 17033
For the Respondent

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REPORTER: JANE E. MESSNER

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JUDGE EMBER S. JANDEBEUR:

This is the time and place for the end person hearing for Deborah Scott versus Pennsylvania American Water Company, Docket C-20054/41. I have in the hearing room Seth Mendelsohn, representing Pennsylvania American Water. And I have Ms. Scott representing herself. And you?

UNIDENTIFIED SPEAKER:

I'm just a friend.

JUDGE JANDEBEUR:

You're just a friend, a support system. Well, good. Now, Mr. Mendelsohn, you gave me a call yesterday and I understand some of the hearing issues have been resolved?

ATTORNEY MENDELSON:

Sure. Thank you, Your Honor. Yesterday afternoon, Ms. Scott and I had the opportunity to speak. Previous to this, we've spoken on one other occasion. After talking with her and reviewing her formal complaint, we believe there were two issues. The first issue being the billing dispute payment agreement. The second issue being an insurance claim. As to the insurance claim, we were unable to settle

1 that issue.

2 However, fortunately as to the billing
3 dispute payment issue, we were able to settle that.
4 And I would --- just this morning, Ms. Scott and I
5 exchanged Settlement Agreements and I'm happy to share
6 the terms of that settlement for the record.

7 Pennsylvania American Water will credit
8 her account in the amount of \$313. She had been
9 disputing some high bills she had received, this will
10 reduce her outstanding balance to \$863.25. We will
11 then give her 60 months to pay off that outstanding
12 balance, which comes to \$14.39 per month. Judy
13 Jordan, who is with our office, when we return to
14 Hershey today, will implement this settlement. Ms.
15 Scott will be responsible for her current bills plus
16 \$14.39 per month for the next 60 months to pay off
17 that back money. And we have both signed off this
18 morning on that settlement and I have explained to Ms.
19 Scott that this would take care of any issues related
20 to billing, payment agreement, and/or termination that
21 had been at issue in this case.

22 JUDGE JANDEBEUR:

23 Okay. Now, you can sit down. Thank you.

24 ATTORNEY MENDELSON:

25 Thank you.

1 JUDGE JANDEBEUR:

2 Obviously, you agreed with that since you
3 signed on that.

4 MS. SCOTT:

5 Yes, Your Honor. Can I hand you this,
6 since this is a good copy of it? This is basically
7 what has transpired through the course of the years
8 --- at the time Pennsylvania Gas and Water Company.
9 Now, part of that in there is entailing the billing as
10 the attorney had said. The other part of this is
11 entailing the damage to my home from the main break of
12 --- due to the water company, and the damage that was
13 incurred, not once, not twice, but three times.

14 JUDGE JANDEBEUR:

15 Okay. We'll get into that part of it in
16 just a minute. But let me finish clearing the record
17 up with regard to the billing issues. For
18 clarification with the Commissioners, and under
19 Chapter 14, I think Mr. Mendelsohn has probably made
20 you aware that we are working under a relatively new
21 law.

22 MS. SCOTT:

23 Right.

24 JUDGE JANDEBEUR:

25 And it's significantly different than the

1 whole process we followed before the new law. Under
2 the law as it stands now, the Company is the one with
3 the right to make amendments to a Bureau Consumer
4 Services Decision and that's what Mr. Mendelsohn and
5 you have done, and that's great. And that makes my
6 life a lot easier, especially under this new law since
7 we Judges have very little power under the new system.
8 But what concerns me just a little bit is the manner
9 in which you've done it. You've done a settlement,
10 and it sounds to me, Mr. Mendelsohn, like you want to
11 put that settlement into the record and get judicial
12 approval of it. And that's not necessary. In
13 fact, that will probably gum up the system.

14 ATTORNEY MENDELSON:

15 Thank you, Your Honor.

16 JUDGE JANDEBEUR:

17 It would be best --- if you are
18 completely content with the settlement that you have,
19 that you simply withdraw that portion of your
20 complaint. That takes it away from being in front of
21 me, and that's to your benefit.

22 MS. SCOTT:

23 Okay.

24 JUDGE JANDEBEUR:

25 I can't actually sign off on a company

1 Agreement. I have no authority to sign off on a
2 company Agreement. That authority stays with the
3 company under Chapter 14. So that's why I'm worried
4 about the style in which you've done it, and that's
5 why I've suggested if you are completely --- because I
6 don't want to put words in your mouth nor make you do
7 something that you're uncomfortable doing. But if you
8 are happy with the settlement that you and the company
9 have arrived at, then my suggestion would be that you
10 simply withdraw that portion of your complaint and
11 then that portion is no longer in front of me.

12 MS. SCOTT:

13 Okay.

14 JUDGE JANDEBEUR:

15 So you would like to do that?

16 MS. SCOTT:

17 Yes.

18 JUDGE JANDEBEUR:

19 All right. Then I will consider that the
20 complaint with regard to billing payment arrangements
21 is settled with the Company and no longer a part of
22 your complaint.

23 Let's move to the second issue. And I
24 know that Mr. Mendelsohn originally had submitted new
25 matter and requested that this portion of it be

1 dismissed as not within our jurisdiction because it
2 requests monetary damages. I did not do that because
3 I perceived in your writing that there may be other
4 issues besides simply asking for monetary damages, but
5 I'm going to leave that up to you to develop that or
6 not. So as the Complainant, you go first in this
7 matter. Now, do you know what to expect as far ---
8 have you been through one of our hearings before?

9 MS. SCOTT:

10 No.

11 JUDGE JANDEBEUR:

12 Would you like me to give you a brief
13 explanation of the process that we're going to follow?

14 MS. SCOTT:

15 Yes.

16 JUDGE JANDEBEUR:

17 As I said, as the Complainant you go
18 first, and I will have you testify under oath or
19 affirmation and you will come up here, and the court
20 reporter will transcribe everything. You have given
21 me some exhibits and it looks to me like there is one
22 copy only of these?

23 MS. SCOTT:

24 I gave him the other copies.

25 JUDGE JANDEBEUR:

1 So we have two copies.

2 MS. SCOTT:

3 Yes.

4 JUDGE JANDEBEUR:

5 We will see what you use of this in your
6 testimony. If you use all of it, I'll need two
7 additional copies. If you only use portions of it
8 then we'll try and mark each portion that you use, and
9 you'll attempt to get them into the record. If Mr.
10 Mendelsohn has any objections, he'll voice those on
11 the record and I'll rule on them. So some or all of
12 this may come in, we'll see. Okay. When you are
13 completely finished with your testimony, I will then
14 turn it over to Mr. Mendelsohn to do what you see on
15 TV as Cross Examination. He'll have questions for
16 you. I may have questions at any point, and may ask
17 them at any point. Typically, I hold them until the
18 end so it doesn't ruin your flow. But if something
19 comes up and I don't know what you're talking about, I
20 will stop and ask you questions.

21 When he is all finished with his Cross
22 Examination then we will attempt to put into the
23 record everything that you want into the record. Then
24 your portion is done. I turn it over to Mr.
25 Mendelsohn, he will do the same thing through

1 witnesses. He will not testify himself but he'll do
2 it through witnesses who like you, will testify under
3 oath or affirmation. Each time that witness is done,
4 I'll give you an opportunity to ask them questions.
5 And again, if I have questions at any time, I'll ask
6 them.

7 Mr. Mendelsohn has pre-submitted exhibits
8 and he'll try to get those into the record and again,
9 if you object, you voice that on the record and I'll
10 rule on it. And when we are all finished with, I
11 assume, two witnesses from Mr. Mendelsohn and he is
12 finished with his case, at the end of that, I will
13 give both of you an opportunity to make a closing
14 statement if you wish, and that is usually two or
15 three sentences at the most. Then, we're all done.

16 What happens next? Court reporter
17 transcribes it, she has a contract and will get it to
18 me within 21 days. At the end of that --- well, the
19 beginning of that 21st day --- when she gets the
20 transcript to me, I then have 90 days to write it.
21 That comes to you and Mr. Mendelsohn in the mail. It
22 will have a cover letter attached to it that will
23 explain to you that you if you do not like my Decision
24 you have the right to file exceptions to the
25 Commissioners, and I believe you have 20 days to do

1 that. If neither one of you files exceptions to it,
2 it goes through as a matter of law.

3 If you do file exceptions to it, it goes
4 to the Commissioners, they too are under a 90-day
5 turnaround, they don't necessarily adhere to that 90
6 days, and sometimes neither do I. We try to, but
7 we're both on a 90-day turnaround and it's usually
8 pretty close to that. And at that point, if you get a
9 final Decision from the Commissioners and either one
10 of you don't like that, the next recourse is
11 Commonwealth Court. That's the whole process.

12 MS. SCOTT:

13 Now, Your Honor, am I able to have their
14 exhibits or are the exhibits just entailing ---.

15 JUDGE JANDFBEUR:

16 No. I think he should have pre-sent them
17 to you. Did you send your exhibits to Ms. Scott?

18 ATTORNEY MENDELSON:

19 Yes, Your Honor, we did.

20 MS. SCOTT:

21 Okay.

22 JUDGE JANDEBEUR:

23 You should have them.

24 MS. SCOTT:

25 Well, the ones that I'm referring to were

1 basically over the bill, not the other --- not the
2 second phase of our --- the main break; correct? The
3 ones that you submitted to me were on the billing
4 aspect of this; correct?

5 ATTORNEY MENDELSON:

6 Your Honor, we had submitted five
7 exhibits for possible entry into evidence at today's
8 hearing.

9 JUDGE JANDEBEUR:

10 It does look like most of it is
11 billing-related.

12 ATTORNEY MENDELSON:

13 The Exhibit Five however is specifically
14 on the insurance portion of this complaint. At the
15 time that these were submitted, we did not have a
16 settlement at that time.

17 JUDGE JANDEBEUR:

18 Okay. And you do have a copy of Exhibit
19 Five?

20 MS. SCOTT:

21 I don't know what --- what is Exhibit
22 Five? May I see it, please?

23 MR. MENDELSON:

24 Sure.

25 JUDGE JANDEBEUR:

1 This is the last page of Exhibit Five.
2 It came with the October 24, 2005 cover letter, and
3 it's the last set of documents in that. Did you bring
4 Mr. ---.

5 MS. SCOTT:

6 The only thing I received was what I have
7 right here. The letterhead covered from you and
8 everything dealing with the billing. Nothing about
9 the insurance that I had. You just made a statement
10 in your brief about the insurance paying, but I didn't
11 see anything such as that document.

12 UNIDENTIFIED SPEAKER:

13 What if I just give her mine?

14 JUDGE JANDEBEUR:

15 That's fine. Just as long as she has a
16 copy of it to work with. Thank you. Okay. Any other
17 questions, Ms. Scott, before we start?

18 MS. SCOTT:

19 Your Honor, see, I didn't see any of
20 this. They didn't send me any of this.

21 JUDGE JANDEBEUR:

22 Okay. Then if you would like to come up,
23 and you may want to bring your documents with you.
24 I'll have you come up to the witness chair. And if
25 you would for me, raise your right hand.

1 -----
2 DEBORAH SCOTT, HAVING FIRST BEEN DULY SWORN,
3 TESTIFIED AS FOLLOWS:
4 -----

5 JUDGE JANDEBEUR:

6 And if you would, just state your name
7 and your address.

8 A. I'm Deborah Scott. 395 Hanover Street, Warrior
9 Run, Pennsylvania.

10 JUDGE JANDEBEUR:

11 And you are a current customer of
12 Pennsylvania American Water?

13 A. Yes, ma'am.

14 JUDGE JANDEBEUR:

15 Go ahead and give me your testimony.

16 A. Originally, --- how can I explain this?
17 Originally, the main break involving --- it was the
18 year 2000 when it was original. At that time, I was
19 behind on my bill. Okay. Which I had made payment
20 arrangements with them, which was fine, no problem. I
21 had had several medical expenses and whatnot at that
22 point. I was to do current bill --- see, we're going
23 back in to the water bill thing again.

24 JUDGE JANDEBEUR:

25 If it is comfortable for you to just make

1 a background, that's fine. You know, just set up the
2 story. Basically, what you're going to do is tell me
3 the story of what's going on and then obviously you
4 need to focus on your current issue which is the
5 monetary issue, but not the billing.

6 A. Right. It's just that I had all these, the
7 Exhibit A and all that ---. Okay. I'm just going to
8 come up with the complete story. Okay. Back in 1984,
9 there was a main break in front of my home. At that
10 time, the water company told me it was my
11 responsibility. I then had my yard completely dug up,
12 it cost me over, what, almost \$10,000 brand new piping
13 and whatnot. Still had the leakage coming into my
14 basement, come to find out it was the water company's
15 responsibility, it was their main. And evidently, my
16 neighbor had also gotten flooded out at the same time.
17 Okay. But they did come out and repair it. At that
18 point, I had lost everything in my basement, and I had
19 paid the fees to the contractors and whatnot. They
20 replaced that main and they replaced it with a
21 --- to me, it looked like a substandard shut-off
22 valve. And I had explained to them at the time,
23 because of the way my house sits, that this is going
24 to break again. Well, it did. It broke again in
25 1994. We lost everything in the basement again. The

1 water company came out, they repaired that damage.
2 There again, I said it was going to break again
3 because of the way my house was situated, because the
4 road is up here, and my home is this way, and we have
5 all this traffic, truck traffic now coming, pounding,
6 pounding, pounding. And evidently ---.

7 JUDGE JANDEBEUR:

8 I'm going to stop you there for just a
9 second. Remember that this is a written transcript,
10 so when you describe things with your hands it won't
11 --- the Commissioners will not be able to see it
12 should they ever need it, so verbally explain things.
13 Go ahead.

14 MS. SCOTT:

15 Okay. The trucks, you know, running past
16 the house, you know, were pounding, and it's constant
17 --- it's a constant thing now. And they did nothing
18 about it. And I was also told at that point that the
19 --- the water line has been there since, what, 1896, I
20 believe it was --- whatever it was, 1896 or whatever,
21 however ---. Cleaned up that mess. Well, then it
22 happened again in the year 2000. Only this time, it
23 pushed my front --- the foundation underneath my home.
24 They had to dig up the whole yard. They had to take
25 out all of my shrubbery. Replace a section of the

1 foundation. It was a complete mess. There again, I
2 lost everything in my basement, I wasn't even at home
3 at the time, I had gone away. And I was gone for
4 maybe what, a week and a half or so, the basement was
5 completely --- I mean, everything was gone. Okay.
6 They did fix it, and they came in, they put the new
7 foundation in, they tore out all of my shrubbery,
8 everything --- landscaping, everything. Everything
9 was fine, but I said at that point I had a concern on
10 where they taken the shrubbery out that it should have
11 been replaced, because that shrubbery had been in
12 there for 70 years, it was kind of like a stopper from
13 having everything flow through. Well, they never
14 replaced the shrubbery so there it sat. That winter,
15 when it thawed out and --- that winter was pretty bad.
16 Well, then that spring, when everything had thawed
17 out, that's when I saw the water coming through when
18 it became --- when it was just small. At that point,
19 I had contacted the water company about the problem.
20 And they said that they were going to send somebody
21 out. That never surfaced. So then, of course summer
22 came, everything was drying up and what have you,
23 well, the following spring, only this time it was
24 worse. Now, I had to start having a channel going
25 through into the basement where you can see it was

1 direct line into that side of my basement, which I had
2 never had water on that side. I used to entertain a
3 lot and whatnot on that one side. Now, my other side
4 was set up for the drainage field which went into that
5 side of the basement. When I called the water company
6 that's when I was told that I had a bill, which I
7 already had known about that, which I had already made
8 the payment arrangements at that point. They said
9 that I had owed this water bill and I said it
10 shouldn't have mattered one way or the other, the
11 problem was this, they had a contractor coming out
12 ---. They had a contractor out there to do the job.
13 Now, I am the recipient of all this --- this at the
14 time was Pennsylvania Water and Gas Company when that
15 had occurred. They hired this person to do this
16 project, I'm the recipient. It's like if I go out
17 there and buy a car, I'm guaranteed X amount of time,
18 or X amount of mileage. I'm the one signing that
19 contract so I already know what the outcome is going
20 to be. But at this point, they're the ones that hired
21 this contractor to do this, so I had nothing to do
22 with this. And at that point I felt that they were
23 responsible no matter what way you looked at it,
24 because it was in fact their problem. Now, all these
25 --- at the time I was ---. Continually had called

1 about this, I was hung up on. No one would give me
2 any names. It became a three-ring circus. So when
3 this situation occurred with the water bill, the \$344,
4 which I'm like, well, wait a minute here. How can one
5 person --- I'm the only person that lives in that
6 home. See we keep going back into that same thing.
7 And then I had said about the complaint, and they were
8 adamant. They were telling me this was the way it was
9 going to be and that was the end of it. And then the
10 following month I had received another high bill. And
11 as I said, I'm the only person that has been living
12 there since 1992, on my own. And I didn't even have
13 that kind of water, you know, flowing when I had the
14 swimming pool open, and I haven't had that open for
15 four or five years now. Okay. So at that point, all
16 of this was transpiring and I was getting some lip,
17 basically, on this whole situation. And that's what's
18 bringing us here today. Oh, I'm sorry, excuse me,
19 Your Honor. They did send someone out, which is --- I
20 don't have it on the analogy factor of this. They
21 sent a Mr. Jim Fritz from the water company out
22 October the 5th, year 2005. As I said, five years
23 later, well, actually four. He said that he came out,
24 that he was assessing what the damage was and that he
25 would be sending some contractors out, you know, to

1 take pictures and whatnot. And then October the 6th,
2 2005, Mr. John Fritz from Hanover Enterprises, he did
3 come and he stated to me that he would be cleaning up
4 the basement and whatnot and drying the whole thing
5 out. Then there was a Jim that was also with Hanover
6 Enterprises. He stated to me that he would be
7 checking on the foundation factor of it. He did
8 extensive measuring and whatnot. Because of the
9 sloppy job that was done, the water company didn't
10 even repair my sidewalk right. It's all, you know,
11 ripping down and whatnot. Now, the foundation you can
12 see very clearly which is starting to subside. Well,
13 my whole yard has subsided where they had put the
14 foundation in, for about six feet outward, it's
15 completely subsided. Now, there's holes going all
16 through that whole area which is channeling the water
17 in through the basement. They said that they were
18 supposed to submit all of this to the water company.
19 And I had contacted them and they said that they did
20 not know where to send the appraised bills to.

21 JUDGE JANDEBEUR:

22 Who is the they in this?

23 A. This John from Hanover Enterprises.

24 JUDGE JANDEBEUR:

25 And that's the contractor of the water

1 company, or someone you hired?

2 A. Mr. John Fritz from the water company called them
3 to come out and --- he was --- I asked and his name
4 was Jim Fritz, and he was with the water company, and
5 he said he was sending people out to appraise the
6 damage for repair.

7 JUDGE JANDEBEUR:

8 So the appraising group is Hanover
9 Enterprises?

10 A. Correct.

11 JUDGE JANDEBEUR:

12 And Hanover Enterprises are the ones that
13 said they didn't know where to send the appraisal?

14 A. Correct. Right. And I had spoken with them,
15 because, as a matter of fact, John, had taken pictures
16 and they were totally amazed at the damage and how bad
17 it is. Between the mold sitting there now, it's
18 constant. And I have coal in my coal bin, constant
19 water because of where that area that they did not do
20 the foundation properly, is gapping, is starting to
21 gap now, and it's getting further and further apart,
22 which is channeling the water through now. And as I
23 said, when this had broken for the third time, it was
24 like a waterfall just gushing through my wall, the
25 foundation wall. That was the second time. Now, the'

1 third time now, that part has been cleared up where it
2 was gushing through the wall, now, it's excelled over
3 to the other side. Now, it's coming over through that
4 side now.

5 JUDGE JANDEBEUR:

6 Now, you mentioned earlier that your
7 neighbor had some issues as well with the ---?

8 A. Yeah. I don't know what Mr. Osmond --- and Mr.
9 Osmond has since passed. So I don't know what the
10 circumstances were with them. They had told me the
11 second time that they had also gotten flooded, so I
12 don't know what happened, you know, with them. All I
13 know is I was dealing with an issue. And at that
14 point, my life was going back and forth, back and
15 forth in and out of town, I wasn't even around that
16 much because I was getting very sick.

17 JUDGE JANDEBEUR:

18 Okay. Let me go back through a couple of
19 things. You have lived in this home for how many
20 years?

21 A. Going on 28 years.

22 JUDGE JANDEBEUR:

23 So you moved in what year?

24 A. 70's. I rented it before I purchased it.

25 JUDGE JANDEBEUR:

1 Now, the 1984 break, was this
2 Pennsylvania American Water then, or a different
3 company?

4 A. It was Pennsylvania Gas and Water at the time, I
5 think. I'll tell you in one second. Oh, no, I don't
6 have those bills with me.

7 JUDGE JANDEBEUR:

8 In 1994, it broke again?

9 A. Correct.

10 JUDGE JANDEBEUR:

11 Same pipe?

12 A. Same thing.

13 JUDGE JANDEBEUR:

14 And is it Pennsylvania American Water at
15 that point, or still PA Gas and Water?

16 A. Then I believe it was the new company, the third
17 time?

18 JUDGE JANDEBEUR:

19 No. Second time, 1994?

20 A. No, it was the old company.

21 JUDGE JANDEBEUR:

22 And in 2000 when it pushed the
23 foundation, it's now Pennsylvania American Water?

24 A. Correct.

25 JUDGE JANDEBEUR:

1 And you said that you contacted the
2 company in the spring.

3 A. Of the following year that they had --- when they
4 initially had done the project.

5 JUDGE JANDEBEUR:

6 Do you know what the date was? Do you
7 know when you contacted them?

8 A. It was after the spring thaw, when it was thawing
9 out is when I started to see the water coming in the
10 basement and then I had had a build of snow there.
11 And that's when I seen the water was just coming right
12 on through.

13 JUDGE JANDEBEUR:

14 So are we talking approximately April of
15 2001?

16 A. I would say April and May.

17 JUDGE JANDEBEUR:

18 Because you indicated the break is in the
19 year 2000?

20 A. Right.

21 JUDGE JANDEBEUR:

22 Spring thaw, so we're in April of 2001
23 approximately?

24 A. 2001, yeah.

25 JUDGE JANDEBEUR:

1 And they sent someone out. They said
2 they would, but they did not?

3 A. Correct.

4 JUDGE JANDEBEUR:

5 What did you do then? When no one came
6 out, what did you do?

7 A. Well, basically, I was sitting there waiting on
8 them, to see what they were going to do. And then,
9 every time I had called --- I know I called several
10 times. To give the exact dates on it, your Honor, I'd
11 have to say in all honesty, I don't remember them.
12 All I know is I was having the problem. During the
13 summer time, it wasn't that bad, it was when the thaw
14 came. But then we got the heavy rain, that's when I
15 really got hit, the following year.

16 JUDGE JANDEBEUR:

17 So now, we're in the year 2001 and you're
18 in front of me November 1st of '05. Talk to me about
19 what happens between April of '01 and today.

20 A. I had contacted them several times, they never
21 came out. I didn't do anything at that point because
22 I was waiting to see what they were going to do at
23 that point. Then we came up with this problem with
24 the water bill, and that's when all of this had come
25 out.

1 JUDGE JANDEBEUR:

2 And it's taken four years?

3 A. That's when they said about --- they said to me,
4 well, --- and I said, no, I had contacted her, and
5 they kept repeating to me that they were going to send
6 somebody out. Then I had where I got hung up on three
7 times. They would not --- they refused to give me
8 their names, they wouldn't speak with me or anything.
9 So I've been basically waiting since this thing has
10 occurred to come here to the PUC.

11 JUDGE JANDEBEUR:

12 Okay. With the name giving, that doesn't
13 bother me a whole lot, we'll check with the company's
14 witnesses, but in the two years that I've been doing
15 public utility work, very often the companies will not
16 give names for retaliation reasons. You can usually
17 find out a number like an employee ID number, that
18 sort of thing. But very often, the companies have a
19 policy that they can not give out a name. But we'll
20 check with Mr. Mendelsohn's witnesses. That doesn't
21 bother me, hanging up on you does bother me. Did you
22 make any notes contemporaneous with these phone calls?
23 Did you write down such and such a date I called the
24 water company, I spoke ---?

25 A. Yes, I did and that's ---.

1 JUDGE JANDEBEUR:

2 Is any of that in there?

3 A. No. If you'll see in that group there that that's
4 part of the file that is missing. As a matter of fact
5 when my --- my meter man came out to make the
6 statement that there were no leaks, you know, in my
7 home, or whatever, that particular thing is missing.
8 We don't know whether it ended up in the John Yudichak
9 State Representative Office, or not. Because the
10 Public Utility Commission when they had sent me this
11 notice that they went in the water company's favor, I
12 then filed the appeal and as you can see, in here, I
13 had sent them a registered letter, they claimed that
14 they never got it, that's why we're here today.

15 JUDGE JANDEBEUR:

16 Okay. Well, let's talk about this ---.

17 A. And for the past year and a half, almost two
18 years, this is the ongoing thing with the water
19 company. So this is where it's been staying for
20 almost two years. That's another reason there's been a
21 delay. And as it was stated to me, they said well,
22 the statute of limitations ran out. Well, the statute
23 of limitations shouldn't have anything to do with this
24 because the one simple question --- the truth of the
25 matter is, the complaints were called in, and they

1 knew that there was a shoddy job done. I did not hire
2 the contractor to do this job, the water company did.
3 Now, if they had a problem with this, they should have
4 come out and evaluated the situation then instead of
5 putting me on hold, instead of telling me that I had a
6 water bill that was running behind. They were more
7 concerned about that issue then they were about
8 anything on the problem that I was having and that has
9 been for almost two and a half years. And it has
10 taken what, over --- almost over a year to even get
11 here where we're at now.

12 JUDGE JANDEBEUR:

13 Throughout this, since the 2000 break,
14 have you gotten any legal advice on the foundation
15 issues?

16 A. Well, that's why I'm waiting on the answer to this
17 issue here now. I am going to an attorney, it depends
18 on what's going to happen here now or not. I figured
19 I would give the water company a chance --- seeing how
20 they did send these people out, these gentlemen out,
21 that were supposed to do the appraisal for the water
22 company, I thought that they were, you know, going to
23 do what was right.

24 JUDGE JANDEBEUR:

25 Okay. Let me ask you --- the phrase that

1 you just used, this issue here now. Describe to me
2 exactly what you see as this issue.

3 A. The issue is, the complete foundation is
4 separating now. The water is coming through my
5 basement to the max every time it rains. All of my
6 landscaping is gone. There's nothing left of my
7 landscaping. My yard has subsided.

8 JUDGE JANDEBEUR:

9 So you are looking to me to do something
10 about the subsidence of your foundation and replace
11 your shrubbery?

12 A. The foundation, the landscape --- and as a matter
13 of fact, the sidewalk. They put in the sidewalk
14 there, and that's all breaking up now. I don't want
15 anything but the job done right. And what --- it
16 should be done rightfully to me. I did not create
17 that problem, their company did. They knew that the
18 pipes were bad, they knew that.

19 JUDGE JANDEBEUR:

20 Is there still a leak?

21 A. It's coming in ---. Oh, the leak from the main,
22 ma'am?

23 JUDGE JANDEBEUR:

24 Yes.

25 A. I have not a clue, Your Honor. All I know is it's

1 coming in my basement. The water --- especially if
2 there's a heavy rain, as I said, where my home is, the
3 road is here, my home is on this down pitch. You
4 know, through the course of the years ---.

5 JUDGE JANDEBEUR:

6 So in a rainfall, you have water coming
7 in?

8 A. Oh, it's a mess. I can't even let my --- I
9 haven't even been in my basement to be able to clean
10 down there for the past three or four years now, it's
11 gotten that bad. And the one room, I used to can in
12 all the time. My children spent their time in the
13 basement and I never had a leak on that side
14 whatsoever.

15 JUDGE JANDEBEUR:

16 Well, let me ask you, how are you tying
17 the rainfall channeling into your basement to the
18 water company?

19 A. Because it's coming in through where their ---
20 where they put their foundation in. What they did is
21 they took out a piece from the break --- from that
22 break, the whole foundation where that came through
23 was weakening the wall.

24 JUDGE JANDEBEUR:

25 And this is a wall to your home?

1 A. Yes, ma'am.

2 JUDGE JANDEBEUR:

3 And the water company replaced a wall to
4 your home?

5 A. Yes, ma'am. The foundation, in the front yard.
6 And it was not done properly, and now what's happening
7 is, this side of the foundation is sinking further and
8 it's bringing this one up. It's pushing up now,
9 because the water had channeled underneath into that
10 foundation. Now, I'm getting critters going in there
11 and rodents and whatnot because of that opening now.
12 I can't even let my grandsons play out there because
13 that's where the dirt has all subsided, and I have a
14 coal chute in the front, you should see that one, and
15 what it did to that. The whole area around it, the
16 whole --- and I've tried to fill it in with rocks, and
17 I've tried to fill it in with dirt, but every time I
18 get a heavy rain it just washes it all away and it
19 comes straight underneath again where the crack is.
20 It was their job, they replaced that themselves, and I
21 never had that problem before.

22 JUDGE JANDEBEUR:

23 And I'm going to ask this question again
24 because it's just amazing to me. The foundation that
25 you're talking about is the foundation of your home?

1 A. Correct.

2 JUDGE JANDEBEUR:

3 It's a basement wall?

4 A. Yes, ma'am.

5 JUDGE JANDEBEUR:

6 And The Pennsylvania American Water
7 Company refurbished it, replaced it?

8 A. Yes, ma'am.

9 JUDGE JANDEBEUR:

10 They did that through a contractor?

11 A. Yes, ma'am.

12 JUDGE JANDEBEUR:

13 Now, do I have anything about that in
14 your documents here?

15 A. Other than Mr. Jim Fritz coming. They've already
16 admitted that they --- this was the documentation that
17 they didn't --- that I didn't see, which they just
18 handed me, about the insurance company. They claim
19 that the insurance company made --- paid the claim.
20 Well, that's fine, they paid the claim, but who was
21 out there to oversee the job overall, that it was done
22 properly.

23 JUDGE JANDEBEUR:

24 Okay. Ms. Scott, let's walk through this
25 page by page. Because unless you talk to me about

1 every page here, it doesn't come in. Unfortunately,
2 you can't just submit some papers to me and they go
3 into the record. You've got to have some testimony
4 about every single page here. So tell me what this
5 first page is, correction on old matter and ---.

6 A. The first page is entailing the Exhibits A, B, C,
7 D and E. This was the initial default to the water
8 company. That was the initial Agreement that I was to
9 pay current bills plus \$10.

10 JUDGE JANDEBEUR:

11 Okay. And we're not dealing with that at
12 all today.

13 A. No, that's what I'm saying, it's only ---.

14 JUDGE JANDEBEUR:

15 All right. That's fine. Then I'm going
16 to make --- I'm going to tab the ones that I do not
17 need. So Exhibit A, we're not going to need.

18 A. No.

19 JUDGE JANDEBEUR:

20 Exhibit B?

21 A. Exhibit B is basically all entailing the payment
22 arrangements that I had had with them.

23 JUDGE JANDEBEUR:

24 Okay. Don't need it.

25 A. And then the cancelled checks, because according

1 to what they had sent me, that these payments weren't
2 made, that these are in fact the cancelled checks. I
3 did make it.

4 JUDGE JANDEBEUR:

5 Okay. So we don't need that.

6 A. They had a conflict on my income on their
7 submission to their documents to me, which as you can
8 see, I do not make \$2,500 a month.

9 JUDGE JANDEBEUR:

10 Okay. What is Exhibit D? The ten-day
11 shut-off notice, I don't need that; correct?

12 A. Right. You don't.

13 JUDGE JANDEBEUR:

14 Exhibit E, I also do not need.

15 A. No.

16 JUDGE JANDEBEUR:

17 How about F?

18 A. Which one is that? No. Number Six, that's the
19 following question that I had, that's missing. But
20 then I had to jump over that one and then go to the
21 court ruling from the PUC at that time. They
22 stipulated this was all occurring ---.

23 JUDGE JANDEBEUR:

24 This is still billing issues?

25 A. Right. But in here was my formal complaint to the

1 PUC, at that time, which was about the breakage. And
2 PUC claimed that they had never gotten my formal
3 complaint.

4 JUDGE JANDEBEUR:

5 Now, which are you talking about Exhibit
6 F or G? Are you talking about Exhibit G?

7 A. G.

8 JUDGE JANDEBEUR:

9 All right. Let me just look at it for a
10 minute.

11 A. This is the first one that they claimed that they
12 never received. And as you can see, it was dated.

13 JUDGE JANDEBEUR:

14 Now, it looks to me like the Bureau of
15 Consumer Service, May 3rd, Decision, which is Exhibit
16 G, does not deal with the leakage issues at all?

17 A. No.

18 JUDGE JANDEBEUR:

19 So then I do not need it for today?

20 A. No. Because they basically said at that point, no
21 matter what I said didn't matter, that they were going
22 to charge me, and make me pay \$100 a month plus the
23 current bill. And they took me --- took nothing into
24 account on my financial status, nothing, at that
25 point. As a matter of fact, Your Honor, right before

1 Exhibit G, when I had contacted the PUC, those two
2 names written up there, they were the only two names
3 that I could ever get, everyone else hung up me.

4 JUDGE JANDEBEUR:

5 I'm sorry, I don't see the two names,
6 where are you?

7 A. It would be on the bill right before Exhibit G.
8 Those were the only two names that I was able to get
9 out of anybody. It's on the ten-day shut-off notice,
10 because immediately they sent me a ten-day shut-off
11 notice.

12 JUDGE JANDEBEUR:

13 So far, I'm still not finding that. Are
14 you on Exhibit D?

15 A. No, G. Right before G --- the certified letter to
16 the PUC, the first one. Well, right before that,
17 there's a ten-day shut-off notice. I'm sorry, Your
18 Honor, this is the first time I'm actually doing this.
19 Let me just ask your forgiveness.

20 JUDGE JANDEBEUR:

21 No, that's all right.

22 A. I'm doing the best I can.

23 JUDGE JANDEBEUR:

24 I have a ten-day shut-off notice, I just
25 don't see names on it.

1 A. Okay. Here's my original copy, I thought I had
2 put it in, Your Honor, I'm sorry.

3 JUDGE JANDEBEUR:

4 Does that say 64841 on yours --- in the
5 center of yours? No, the top of yours does not look
6 like the top of mine. So we're going to have trouble
7 with exhibits if they're not identical.

8 A. Okay. No, that's not the same one, Your Honor.
9 That's a different one. I'm so sorry.

10 JUDGE JANDEBEUR:

11 This is Exhibit D.

12 A. Yeah, we're going past D.

13 JUDGE JANDEBEUR:

14 All right. Tell me where you're at.

15 A. Past my income level. Then the --- the letter
16 telling me that they went in the water company's
17 favor.

18 JUDGE JANDEBEUR:

19 Okay. I think I have it. It says
20 something along the lines of Vivian and Jeffrey?

21 A. Tiffany.

22 JUDGE JANDEBEUR:

23 Tiffany. Okay. I see that.

24 A. That particular day they were the only two names I
25 was able to get out of anybody. They hung up the

1 phone on me. I was transferred from one department to
2 another.

3 JUDGE JANDEBEUR:

4 Okay. Now, hold on. Because you and I
5 are doing two different things and I want to finish
6 going through these exhibits so I know what I need and
7 what I do not need.

8 Now, we had decided that I did not need
9 Exhibit F. And we were in the process of deciding
10 whether I need Exhibit G. Now, I do see in Exhibit G
11 that the fifth page of it, where it says, what do you
12 want the Public Utility Commission to do about your
13 complaint, no, that's just --- never mind. That's not
14 your --- that's not you speaking. I thought that was
15 you speaking, it's not, it's an example. So it does
16 look like this exclusively has to do with the billing
17 issues which means I do not need it.

18 A. Right. That was one of the --- that was one of
19 the problems when I had contacted the PUC because they
20 claimed that they never received anything, which I did
21 in fact send out a letter and it was registered. They
22 claimed that they never received it. And that was all
23 in the formal complaint.

24 JUDGE JANDEBEUR:

25 Do I need Exhibit ---?

1 A. Then it was resubmitted through my State
2 Representative because at that point, the PUC went in
3 the water company's favor and they claimed that I
4 never filed an appeal, which I did in fact do that.
5 So then my State Representative from Harrisburg went
6 and hand delivered it to the PUC.

7 JUDGE JANDEBEUR:

8 Do I need Exhibit H?

9 A. That was the first appeal, no. Uh-uh (no).

10 JUDGE JANDEBEUR:

11 Okay. Do I need Exhibit I?

12 A. That was the second appeal that I had filed. It's
13 basically over the water issue, but it also was
14 involving the breakage.

15 JUDGE JANDEBEUR:

16 Okay. I think that Exhibit I, it looks
17 like you may want to talk to me about that, and then
18 include that as something that will be entered into
19 the record. Is there anything in here that you have
20 not testified to already?

21 A. No. As I said, everything else goes into the
22 billing department, per say.

23 JUDGE JANDEBEUR:

24 And it just looks like the balance here
25 is a copy of your complaint, which is already a part

1 of the record?

2 A. Right. And as I said, basically, you know, that
3 gentleman comes out here and would give me a price.
4 And then I repeat myself and he brought me back to the
5 same thing. I did not hire this contractor to do that
6 job, to replace that foundation. Had I done so, I
7 would have looked at the contract first to see what
8 type of guarantee there was on it, or whatever. I was
9 given no paperwork on it, I was given nothing,
10 absolutely nothing on there. I didn't even know the
11 gentleman's name, nothing.

12 JUDGE JANDEBEUR:

13 Ms. Scott, what is Exhibit K?

14 A. Oh, this goes back into what was submitted to me
15 from the water company about my billing issue. They
16 claim that I defaulted on a payment arrangement, which
17 is not true. According to their documentation, I
18 defaulted six times. I have cancelled checks for
19 them, and at that point I had already claimed
20 bankruptcy the one time that they claimed that I did
21 do that. And then the other times I have covered with
22 checks.

23 JUDGE JANDEBEUR:

24 Well, if the billing issue is resolved
25 between you and the company then we don't need that.

1 A. Right.

2 JUDGE JANDEBEUR:

3 And Exhibit --- does that say Q? The
4 letter dated 2/24/2005?

5 A. Oh, this was from the attorney, the water
6 company's attorney. The letter that he had sent me.

7 JUDGE JANDEBEUR:

8 So that relates to billing, so I don't
9 need it. And Exhibit R?

10 A. The one letter to --- the one letter states that
11 we had sent the --- about the claim of the foundation
12 factor, as to the property damage claim. It is my
13 understanding and our records indicated that the
14 damage was caused in August 2000. Our insurance
15 carrier paid approximately \$15,000 to satisfy the
16 claim. You know, there again, that was their man, not
17 mine. And I don't care what the insurance company
18 paid them, they did not --- my problem, you know, is
19 pretty bad.

20 JUDGE JANDEBEUR:

21 Okay.

22 A. And they did not oversee it, they did not contact
23 me, they did not come out to check it over, not until
24 October the 5th.

25 JUDGE JANDEBEUR:

1 So ---.

2 A. This is the analogy of which I had given you in
3 the beginning.

4 JUDGE JANDEBEUR:

5 Of this whole packet, the only thing that
6 I see that relates to your current issues of the
7 subsidence, the shrubbery and the foundation, is
8 Exhibit I and Exhibit R. Do you agree with that?

9 A. Yes.

10 JUDGE JANDEBEUR:

11 So those are the only ones that we'll try
12 and put into the record. Now, this second packet that
13 you've given to me, does this all relate to billing?

14 A. That all relates to billing, Your Honor.

15 JUDGE JANDEBEUR:

16 So I'll let you have that back, I don't
17 need that.

18 A. Because the billing per say when I checked on all
19 of that, my billing has come into alignment where it
20 should be since I filed the complaint and some of
21 those bills in there are outrageous, but I'm not even
22 going to go there with that. I'm just going to chuck
23 it up to the bill that I had owed then, which I fell
24 behind, which at that point was \$614. And which ---
25 at that time that was what was transpiring and this is

1 why I was getting all the crap when I had called about
2 the foundation, you know. And they said, well, what
3 do you want us to do about it, you owe a water bill.
4 Well, what does that have to do with anything, I still
5 have the problem, you know. And the payment
6 arrangements, you know, were in fact made. So for
7 those years that they're referring to, or these years
8 I was trying to get something done for almost the past
9 two years now, we've been sitting here dealing with
10 the --- that.

11 JUDGE JANDEBEUR:

12 Mr. Mendelsohn, do you have objections to
13 I and R coming into the record?

14 ATTORNEY MENDELSON:

15 As for R, Your Honor, that is a letter
16 that I authored. It had been intended for settlement
17 purposes and not admissible. However, I will not
18 object to it being part of the record today. As far
19 as Exhibit I, it's my understanding and perhaps Ms.
20 Scott can confer. This was included with --- attached
21 to your formal complaint?

22 A. Correct.

23 JUDGE JANDEBEUR:

24 So it's already part of the record?

25 ATTORNEY MENDELSON:

1 I believe it is, Your Honor. We just
2 received these this morning and I did not have the ---
3 the type font had looked familiar on it as with the
4 allegations, but I just wanted to confirm that that
5 indeed was the same as the formal complaint.

6 JUDGE JANDEBEUR:

7 It does look the same. Yes, it is
8 identical. Okay. So we do not need that because it's
9 already part of the record, it's already attached to
10 your complaint. So the only one that we need out of
11 this is R, and you do not have any objections, Mr.
12 Mendelsohn, so R is entered into the record. Is there
13 anything else in the form of testimony that you wish
14 to add?

15 (Scott Exhibit R marked for
16 identification.)

17 A. Your Honor, no other than just as I said, I feel
18 regardless of whether the insurance company paid the
19 claim or not, that's unjust as far as I'm concerned.
20 I did not in fact make that contract with those
21 people, they did. And had I done so, I certainly, you
22 know, would have checked to see if anything had gone
23 wrong. I would have been out there immediately. You
24 know, all right. You understand what I'm saying, it's
25 something that should have been checked on the

1 following year when I made that complaint. That
2 should have --- someone should have come out
3 immediately to check on it, to see what we're talking
4 about when it was a small problem. We'll, it's not a
5 small problem anymore, it's a big problem now. And
6 the hanging on me and whatnot, and I think that most
7 customers get treated terribly, you know, with the
8 utility company. I was treated like dirt because I
9 had owed a bill --- excuse, I had had problems at that
10 point which either you live or you die, it's that
11 simple. And I had to take care of my medical before I
12 did anything else, which I divided all that and on top
13 of this in the course of all these years. I have been
14 ill and now they are going to be testing me now for
15 certain molds, because my basement is constantly full
16 of mold. There are times that you can't take the
17 smell. And it's all because of the level of water
18 that is maintained in my basement through an opening
19 where that water has channeled this rain. I can't
20 even go --- even to get my coal because I had kept
21 that coal chute for a purpose and thank God I did. I
22 have my pot belly stove going --- where I go down
23 there, especially after that last heavy rain we had
24 had, because my grandsons go down there and they help
25 shovel coal out, all water. All water so I don't

1 bring the coal up. And I had had wood that I had
2 stored in the one room as well, in the backroom where
3 I used to do all my canning and whatnot because I have
4 sink and everything down there, and that's where I
5 used to entertain a lot, all the wood that I had down
6 there, you know, for building supplies for my own home
7 were completely rotted because of the water. It just
8 laid right back there. And actually, to be honest
9 with you --- I didn't know --- realize it in the very
10 beginning, you know, that the back room had gotten
11 hit, you know, in the very beginning until later on,
12 or I would have removed all of that. But the front
13 part of it I was fully aware of it, but I didn't think
14 that it was going down into the back and laying
15 underneath --- underneath the wood because I didn't
16 see it. And so when I went to lift everything up and
17 that's when I seen it and it was completely molded.
18 Now, the gentleman that they did send out from Hanover
19 Enterprises, they did take pictures and whatnot and
20 from what I do understand, John is out on vacation, he
21 went to Florida or something like that and he does
22 have all the pictures.

23 JUDGE JANDEBEUR:

24 Mr. Mendelsohn, Cross Examination?

25 ATTORNEY MENDELSON:

1 Sure. Your Honor, just for the record,
2 I'm showing what Ms. Scott had showed me earlier ---
3 handed me earlier, correction on an old matter, this
4 packet of materials. Am I correct that the only thing
5 being admitted into evidence today is Exhibit R?

6 JUDGE JANDEBEUR:

7 Correct.

8 ATTORNEY MENDELSON:

9 Thank you, Your Honor.

10 A. Just so we weren't prepared to file this anyway
11 because of our discussion. And it took me time to
12 type this up, so ---. I didn't know how to separate
13 it at that point because it was all incorporated. So
14 --- and the reason the old matters were at that point,
15 because --- the claim that I did and didn't ---.
16 Anyway, go ahead.

17 ATTORNEY MENDELSON:

18 Sure. Understood.

19 CROSS EXAMINATION

20 BY ATTORNEY MENDELSON:

21 Q. Ma'am, back when this event happened, I think
22 you're referring to it as the third water main break,
23 that was in August of 2000; right?

24 A. Correct.

25 Q. You had mentioned ---.

1 A. I think it was July. It might have been in July.
2 I know it was in that area, it was a warmer month
3 because at that point I was doing other work on
4 my home.

5 Q. You had mentioned in some earlier testimony and I
6 know you have spoken a lot about that today, about a
7 concern you had about shrubs, and about the removal of
8 shrubs. Can you tell me about that again, what your
9 concern was at that time?

10 A. The shrubbery I had, from the other times that the
11 water main had broken they were able to channel their
12 way through to correct the pipe problem. Well, this
13 last time, the shrubs had been there forever and the
14 shrubs had roots and so did the trees as well, had
15 roots, which also helps hold the water back. Okay.
16 All of them were removed. The roots were very, very
17 deep, which was all in the front where the foundation
18 should have --- where the foundation was repaired they
19 removed it all. And instead of replacing the shrubs
20 to have something grow there to hold the water back,
21 they didn't. They took the shrubs and they moved them
22 over to the other side of my house. And they were
23 supposed to put them back, but there's only two that
24 survived and the others were all dead. They never
25 came back.

1 Q. Ms. Scott, at that time back in 2000, did you ---
2 did you say to anyone, the contractor or the water
3 company ---?

4 A. Yes.

5 Q. Let me just --- if I may finish my question.

6 A. I'm sorry.

7 Q. You took out my shrubs, that blocks the water from
8 coming in?

9 A. Right. I did at the time to the contractor and he
10 said that he would be out to put them back in and that
11 never surfaced, it never happened that year, at all.
12 And then spring --- then winter came and whatnot and
13 then spring came again.

14 Q. And in the --- if I understand your testimony
15 correctly, winter/spring of 2001 you then had water in
16 your basement?

17 A. It started coming in then. That's when it
18 started. It was only a --- it was only a little and I
19 noticed that the yard was starting to go, you know,
20 down, but I figured well, with all that they had dug
21 up, thinking --- but I did tell them at one point
22 because, see, I had a coal chute there, and I
23 originally had had the old condo piping. Well, he put
24 in this metal thing that sticks like way out, and he
25 didn't even put a cap on it, he took a cap from a

1 five-pound container thing, a plastic thing and
2 slapped it on there, and that was it.

3 Q. When was that?

4 A. The year 2000 when he had done that. And then he
5 said that he would come out and maybe replace all of
6 that, it never happened. And then again, like I said,
7 I remember getting into the fall and whatnot, and then
8 winter came, and then spring came. No one ever
9 showed, never came out. When I had gotten the
10 original --- when I had seen the original water coming
11 in the year 2001 after it had thawed, and I believe it
12 had to be April or May, don't quote me on that one,
13 but she can tell you, I have this thing about time.
14 But anyway, it had to be April or May that I had
15 called about the water starting to channel in.

16 Q. This was in '01?

17 A. This was in '01. I saw just a little --- it was a
18 little leakage-type thing coming through at that
19 point. And then I asked about the shrubbery, if it
20 was going to be replaced, and they said they would
21 send somebody out. No one ever showed at that point.
22 And I waited. I mean, you --- it's like you sit and
23 you wait and people will tell you something, well,
24 okay, then you think, okay, well, maybe they're
25 backlogged or something and couldn't get out, and then

1 another winter went by and then it got worse. And I
2 did call. I called several times at that point and no
3 one ever showed. And then of course, we've been into
4 this for the past, almost two years now, so ---. This
5 is for the time period --- because when you say the
6 year 2000, well that's fine, but the year 2000 was the
7 initial project. It's like anything else, you don't
8 want to lose your home. You don't know what ground
9 level is going to stay stable or not until everything
10 settles. So you have to wait it out and then rebuild
11 or repair aspects of that or do whatever you have to
12 do, the contractor has to do that, which I was not
13 aware of it, waiting for everything to settle which
14 was the following year. It was starting and then the
15 following year is when it (makes noise), it went
16 under. And I've been on the phone, and I have called,
17 and I have no reason to lie, because I do not like ---
18 anyone can tell how I am from home. Trust me. And my
19 basement was always immaculate and I have not been
20 down there --- I mean, I had rugs and everything down
21 there. As a matter ---.

22 Q. Is it a finished basement, ma'am?

23 A. It's cement. And at one time, it was an apartment
24 down there, and that's where --- when I was raising my
25 children because I had the pool out in the back, and

1 those areas were where my kids hung out, as they say,
2 you know, that was their entertaining room down there.
3 I even had workout equipment down there, my son used
4 to work down there. Everything is, you know ---.
5 That area was always dry, like I said, the other side
6 of my house, I guess, the way Mr. Cicoditch (phonetic)
7 had put the basement in, there was a water thing, but
8 there was a drainage thing for it, which goes into the
9 drain, you know, so there's no problem, it's a running
10 thing or whatever it is, and it goes right into the
11 drain. But see, the other side was the apartment
12 side, because that one side, and that was three units.
13 It was three units and now it's one. So you know,
14 then the basement was separated and now it's --- it's
15 open now.

16 ATTORNEY MENDELSON:

17 Your Honor, I have no further questions
18 of Ms. Scott.

19 JUDGE JANDEBEUR:

20 Let me just ask a couple of things, Ms.
21 Scott. At some point in time, there's an insurance
22 settlement, what is that?

23 A. I didn't get anything from the insurance. They
24 --- as I said, I just received this one, they never
25 gave me any settlement. Evidently, this is what they

1 paid for the foundation.

2 JUDGE JANDEBEUR:

3 Okay. So that's just between the water
4 company and their contractor.

5 A. Yes. I never had anything to do with this. I
6 never got any settlement or anything like that.

7 JUDGE JANDEBEUR:

8 Okay.

9 A. Because at that time, they even brought the big
10 fans out there and they were --- I mean, they were
11 blowing, I guess, for almost a week. I mean, all that
12 carpet was damaged and all the other stuff in the
13 basement was damaged. And at that point, I wasn't
14 even home when that happened, it was about a week and
15 a half later and, you know, I just couldn't believe it
16 for the third time. And I do believe, and I have to
17 put this on the record, you know, that it's going to
18 break again. It's going to happen again. There's a
19 lot of companies not doing their job in that area,
20 especially on that road, because that whole road is
21 subsiding. And even the guys that came out with the
22 bricks, they even said, you were right, you were
23 right, we would be back, we would be back. And now,
24 we have the sidewalk there as well, which is now ---
25 kids get the bus there and whatnot, and that was their

1 project, not mine.

2 JUDGE JANDEBEUR:

3 Okay. Thank you very much. You can step
4 down.

5 A. Thank you, Your Honor.

6 JUDGE JANDEBEUR:

7 Mr. Mendelsohn, do you have witnesses?

8 ATTORNEY MENDELSON:

9 I do, Your Honor. Before we get there, I
10 have to put on the record an objection to some of the
11 hearsay testimony, particularly involving Hanover
12 Enterprises and she mentioned some statements that
13 were made. In that this is a non-jury proceeding, I
14 would just put on the record that we do have hearsay
15 objections to the statements of the --- of the Hanover
16 employees. Nor have we been given any independent
17 evidence of such. I would put that on the record.

18 JUDGE JANDEBEUR:

19 Okay. The only problem I have with that,
20 Mr. Mendelsohn, is you should have put it on the
21 record as they came up. However, I'm going to leave
22 it noted in the record and I'm going to overrule you.
23 Had you brought it up at the time, you probably would
24 not be overruled, but I'm not going to try and go back
25 through the transcript ---.

1 ATTORNEY MENDELSON:

2 Sure. Understood, Your Honor.

3 JUDGE JANDEBEUR:

4 I don't think there --- I don't think
5 there's going to be any harm or any foul with regard
6 to that in there, but I would just ask that in the
7 future bring them up as they go along so that the
8 transcript can be clear.

9 ATTORNEY MENDELSON:

10 Your Honor, we do have witnesses. The
11 first witness I would call would be Judy McCoy Jordan.

12 JUDGE JANDEBEUR:

13 Would you raise your right hand for me?

14 -----

15 JUDY MCCOY JORDAN, HAVING FIRST BEEN DULY SWORN,
16 TESTIFIED AS FOLLOWS:

17 -----

18 ATTORNEY MENDELSON:

19 Your Honor, I'd like to have marked as
20 Exhibit --- PAWC Exhibit, I believe it would be,
21 Number Six.

22 JUDGE JANDEBEUR:

23 I'll let you have these, and you can take
24 --- I assume that Six is in here?

25 ATTORNEY MENDELSON:

1 Six is not, Your Honor.

2 JUDGE JANDEBEUR:

3 Do we need any of these?

4 ATTORNEY MENDELSON:

5 We may. We may to establish who the
6 customer is, but we do have a new exhibit --- it is
7 possible we may need to infer to the exhibits that
8 have been previously filed. I would like to add based
9 on some testimony from earlier today a new exhibit
10 marked --- to have it marked as PAWC Exhibit Number
11 Six for identification. And the record would reflect
12 I am handing a copy of this to Ms. Scott and I'm
13 handing two copies to the court reporter.

14 JUDGE JANDEBEUR:

15 And one to me?

16 ATTORNEY MENDELSON:

17 Yes, Your Honor.

18 JUDGE JANDEBEUR:

19 Thank you. Go ahead.

20 DIRECT EXAMINATION

21 BY ATTORNEY MENDELSON:

22 Q. Ms. Jordan, would you please state your name for
23 the record?

24 A. Judy McCoy Jordan.

25 Q. And Ms. Jordan, where do you work?

1 A. Pennsylvania American Water.

2 Q. And what do you do for Pennsylvania American
3 Water?

4 A. I actually am responsible for the compliance
5 department along with some collection supervisory
6 duty. And basically what occurs is I testify on
7 behalf of the company on various hearings that we have
8 with the Public Utility Commission. And my department
9 actually responds to informal complaints filed with
10 the Bureau of Consumer Services in regards to customer
11 complaints.

12 Q. Ms. Jordan, are you familiar with the account at
13 the water company of Deborah K. Scott?

14 A. Yes, I am.

15 Q. Did you have an opportunity yesterday to
16 participate in a conference call with Ms. Scott and
17 myself?

18 A. Yes, I did.

19 Q. And what was that conference call about?

20 A. The conference call was to discuss the high bills
21 that Ms. Scott had received along with payment
22 arrangements that were required on her outstanding
23 bill.

24 MS. SCOTT:

25 Your Honor, I though that was a dead

1 issue.

2 ATTORNEY MENDELSONN:

3 It's really for background. I'll move
4 on, Your Honor.

5 JUDGE JANDEBEJR:

6 That's fine. And when you do that, just
7 say objection and that will alert us all to stop
8 talking and to ---.

9 MS. SCOTT:

10 I'm sorry, Your Honor.

11 JUDGE JANDEBEJR:

12 No, that's fine. Just that makes
13 everybody stop talking to hear what it is that you're
14 objecting to or bothered by, and that's fine.

15 MS. SCOTT:

16 Thank you.

17 JUDGE JANDEBEJR:

18 Go ahead, Mr. Mendelsonn.

19 BY ATTORNEY MENDELSONN:

20 Q. Ms. Jordan, I'd like to turn your attention to
21 what's been marked as PAWC Exhibit Number Four. Can
22 you tell us what Exhibit Number Four is?

23 (PAWC Exhibit Four marked for
24 identification.)

25 A. This is the case opening indicating a complaint

1 that was filed with the Public Utility Commission with
2 regards to a billing dispute filed by Deborah Scott.

3 BY ATTORNEY MENDELSON:

4 Q. In Exhibit Number Four, did Ms. Scott complain
5 about a water main break or damages at her residence?

6 A. In Exhibit Four, it says high bill dispute.

7 Customer states that she received a bill for \$344 for
8 a bi-monthly bill. Customer states that her bill for
9 bi-monthly service is normally \$60. Customer states
10 that she feels that these bills are incorrect.

11 Customer states that the company came to check the
12 meter and leaks. Customer states she had a plumber
13 check for leaks and there was none. Customer wants
14 the PUC to investigate this matter.

15 Q. Ms. Jordan, earlier before your testimony I had
16 marked --- we had it marked as Exhibit Six, it should
17 actually be Exhibit Seven, I do apologize for that, it
18 should be Exhibit Seven. Ms. Jordan, I had handed you
19 or you have an exhibit that's marked --- the title
20 page says UCAC contacts for Deborah Scott, do you have
21 that?

22 (PAWC Exhibit Seven marked for
23 identification.)

24 A. Yes, I do.

25 BY ATTORNEY MENDELSON:

1 Q. What is this document?

2 A. This is the tracking device used to track contact
3 calls with regards to customers in regards to their
4 accounts.

5 Q. And if you could turn to the second page of the
6 exhibit, at the top I know it says page one, but the
7 second page of Exhibit Number Seven. How do I read on
8 what date the customer contact was made?

9 A. If you look at column number four, it says create
10 date, and if you look at the 20/05, that actually
11 means 2005 and there to the right, 0725 indicates July
12 25, 2005.

13 Q. And Ms. Jordan, if you would go to the next entry
14 it says 20/2005/0720, what would that mean?

15 A. July 20, 2005.

16 Q. There is also at the top a header that says
17 comment line, what does that mean?

18 A. The comment line actually indicates the contact
19 information with regards to the contact.

20 Q. Ms. Jordan, have you had an opportunity to review
21 Exhibit Number Seven?

22 A. Yes, I have.

23 Q. After August 2000, have there been any customer
24 contacts with Deborah Scott regarding property damage
25 at her residence?

1 A. After August of 2000?

2 Q. Yes.

3 A. No.

4 Q. Are there customer contacts from August of 2000?

5 A. Yes, there are.

6 Q. Could you direct us to where we could find those
7 comments and contacts?

8 A. Do you mean as far as dates?

9 Q. As far as dates and where we could find that in
10 Exhibit Number Seven.

11 A. Okay. You would like me to start from August of
12 2000 --- and basically your question is again?

13 Q. What would it say at the top of the page that we
14 could find where those contacts were? What page
15 number does it say?

16 A. Oh, for August of 2000, it would be page five. We
17 have all the comments that related to the year 2000
18 and there's some comments that relate to the year 2000
19 on page four.

20 Q. And after August of 2000, say beginning September
21 1, 2000, do we have any contacts from Ms. Scott
22 regarding the water main break property damage at her
23 residence?

24 A. No, we do not.

25 ATTORNEY MENDELSON:

1 Your Honor, I have no further questions
2 from Ms. Jordan. I would move at this time for the
3 admission of what has been marked as PAWC Exhibits
4 Number Four and Seven.

5 JUDGE JANDEBEUR:

6 Okay. We'll hold those subject to Cross
7 Examination. Ms. Scott, do you have questions?

8 MS. SCOTT:

9 Yes.

10 CROSS EXAMINATION

11 BY MS. SCOTT:

12 Q. Where are the conversations for the year 2001?

13 A. If you look on page four, January 16, 2001 refers
14 to credit comments.

15 Q. On page four of Number Four?

16 A. Page four, I'm down six from the bottom --- or
17 seven from the bottom, January 16, 2001 refers to
18 credit comments. July 17, 2001 refers to credit
19 comments. July 18, 2001 refers to credit comments.
20 September 7, 2001 refers to payment arrangements.

21 Q. You have nothing on here for the year 2001 in May,
22 at all.

23 A. No, I do not.

24 Q. All right. Phone calls were made, and I don't see
25 anything on here whatsoever for April or May ---.

1 JUDGE JANDEBEUR:

2 Ms. Scott, this is your time for
3 questions. Your testimony is finished. Do you have
4 additional questions?

5 MS. SCOTT:

6 I'm sorry. No. I just don't see
7 anything on these two. I'm just getting this so I'm
8 looking, they left a message on my phone, I'm reading
9 over it.

10 BY MS. SCOTT:

11 Q. So there would be --- am I correct that it was
12 0907, that would be September?

13 A. Uh-huh (yes).

14 Q. At that time? What does this brief underneath
15 that --- or 0718, what is that C-O-L-L ---

16 A. Collection.

17 Q. --- 7-L. Okay. And then the same thing
18 underneath?

19 A. Yes.

20 Q. This is 2000. That's what it is; correct,
21 underneath that? 0811?

22 MS. SCOTT:

23 Excuse me, Your Honor, as I said I just
24 got this. I'm just trying ---.

25 BY MS. SCOTT:

1 Q. Back to 08/2000, there are several things here.
2 Okay. That was the initial phone call. Okay.

3 MS. SCOTT:

4 That's all I have to ask. I don't ---.

5 JUDGE JANDEBEUR:

6 Do you have any objections to Exhibits
7 Four and Seven coming into the record?

8 MS. SCOTT:

9 No, ma'am.

10 JUDGE JANDEBEUR:

11 They're so admitted. And you can step
12 down, Ms. Jordan. Thank you. Mr. Mendelsohn,
13 additional witness?

14 ATTORNEY MENDELSON:

15 Yes, Your Honor. Pennsylvania American
16 Water would like to call George Comprosky.

17 JUDGE JANDEBEUR:

18 If I can ask you to raise your right hand
19 for me?

20 -----

21 GEORGE COMPROSKY, HAVING FIRST BEEN DULY SWORN,
22 TESTIFIED AS FOLLOWS:

23 -----

24 JUDGE JANDEBEUR:

25 Thank you, sir. Be seated. And if you

1 would spell your last name for us?

2 A. C-O-M-P-R-O-S-K-Y.

3 JUDGE JANDEBEUR:

4 Thank you. Go ahead, Mr. Mendelschn.

5 DIRECT EXAMINATION

6 BY ATTORNEY MENDELSON:

7 Q. Good morning, sir.

8 A. Good morning.

9 Q. Sir, what do you do for a living?

10 A. I'm a claims adjustor for St. Paul's Travelers
11 Insurance Company.

12 Q. Does St. Paul Travelers Insurance Company have a
13 relationship with Pennsylvania American Water?

14 A. St. Paul's Travelers Insurance Company provides a
15 general liability policy for Pennsylvania American
16 Water Company.

17 Q. And what does that mean?

18 A. It is a policy of insurance against negligent acts
19 for which the company may have committed or may have
20 failed to something correct in an instance. And it
21 provides monetary recompense for individuals who incur
22 those damages.

23 Q. So you are the insurance company for Pennsylvania
24 American Water?

25 A. In effect, yes.

1 Q. Sir, I'd like to turn your attention to what has
2 been marked as Exhibit Number Five. Can you tell us
3 what this document is?

4 (PAWC Exhibit Five marked for
5 identification.)

6 A. I think I have a slightly different marking, if
7 you can just show me that and I'll find it.

8 BY ATTORNEY MENDELSON:

9 Q. Sure.

10 A. That is a print out ---.

11 Q. Let me show you my copy. I am showing Mr.
12 Comprosky my copy of Exhibit Five which has been
13 previously provided to the Court and to Ms. Scott.
14 What is this document, sir?

15 A. This looks like a screen print from our claim
16 handling system known as Impact. That's a computer
17 system in which we find the coverages that are
18 existent, the details on a claim and further
19 information about an insured. This looks like a
20 screen print that indicates the status of the claim
21 and this one appears closed.

22 Q. Is the information on that screen print true and
23 correct as to the best of your knowledge?

24 A. Yes, it is.

25 Q. What was the date of the loss for this claim?

1 A. The date of loss on this claim is August 10, 2000.

2 Q. And what does date of loss mean?

3 A. Date of loss is the day that an occurrence happens
4 where damage results and the basis for the start of
5 the claim.

6 Q. And I'm sorry, sir, what was the name of the
7 Claimant on this claim?

8 A. The Claimant is listed as Debbie Scott.

9 Q. Sir, I'm going to turn your attention to page two
10 of Exhibit Number Five. Did Travelers Insurance pay
11 out money on this claim?

12 A. Yes, they did.

13 Q. And how much money was paid on this claim?

14 A. \$15,113.45.

15 Q. And to whom was this money paid? Does Exhibit
16 Number Five tell us to whom the money was paid?

17 A. This particular page does not.

18 Q. I'd like to turn your attention now, sir, to
19 what's been marked as Exhibit Number Six. Can you
20 tell us what Exhibit Number Six is?

21 (PAWC Exhibit Six marked for
22 identification.)

23 A. Exhibit Six is a screen shop print again, from our
24 claim handling system, Impact, which indicates who the
25 checks were made out to and in what amounts, and when

1 they were issued.

2 Q. For what claim is this print out showing?

3 A. This is for Claim BOK1291.

4 Q. And who was the Claimant?

5 A. Debbie Scott.

6 Q. Is this form true and accurate to the best of your
7 knowledge?

8 A. It is.

9 Q. How much money was paid out on this claim? Is it
10 broken down?

11 A. It's broken down into three individual checks.
12 The first check made payable to Hanover Enterprises
13 issued on --- I'm sorry, the last check would have
14 been 8/30/2000 issued on 8/30 for \$9,511.32.

15 Q. If I can stop you right there, you said 8/30, 8/30
16 of what year?

17 A. 8/30/2000. The other two checks were both issued
18 on 8/22/2000. Another check to Hanover Enterprises in
19 the amount of \$4,747.13 and another check made payable
20 to Debbie Scott in the amount of \$855, again on
21 8/22/2000.

22 ATTORNEY MENDELSON:

23 Your Honor, I have no further questions.
24 I would move for the admission of Exhibits Five and
25 Six.

1 JUDGE JANDEBEUR:

2 We'll hold those for Cross Examination.

3 Ms. Scott, questions?

4 MS. SCOTT:

5 Well, no, I forgot about this \$850 which
6 paid for the carpet and paid for the stuff in my
7 basement, I'm sorry. Yeah.

8 JUDGE JANDEBEUR:

9 Again, you're testifying. Do you have
10 questions?

11 MS. SCOTT:

12 No. No.

13 CROSS EXAMINATION

14 BY MS. SCOTT:

15 Q. Just that Hanover Nursery --- that was the same
16 people that you used at that time was Hanover Nursery
17 in both cases for the \$9,532 plus the \$4,740-some
18 dollars; correct?

19 A. Your Honor, I'm not sure of the question here. I
20 think she's talking about Hanover Nursery which is a
21 different entity than Hanover Enterprises.

22 Q. Hanover Enterprises, you wrote a check out to them
23 for \$9,511.32; correct?

24 A. Just to clarify, I did not write a check. The
25 system indicates that two checks were made to Hanover

1 Enterprises on --- one on 8/22/2000, the other on
2 8/30/2000.

3 Q. Now, Hanover Enterprises at that time were the
4 people that did the project; correct?

5 A. That's correct.

6 Q. So then the people that were sent over to my home
7 on October the 6th were also from Hanover Enterprises;
8 correct? ☆

9 A. October 6th, when?

10 Q. Of the year 2005?

11 A. I do not know. I didn't send anybody there. I
12 don't know who showed up at your home.

13 Q. Well, I do have a phone number. Okay. However
14 --- okay. But Hanover Enterprises was definitely the
15 contractor at that time. Do you know if the one claim
16 was for the foundation part, or was it --- it was two
17 different checks here. One for \$9,500 and another one
18 for \$4,740-something.

19 A. I believe one check was made payable for the
20 initial damage response and dewatering. I believe the
21 other check was payable for the foundation repairs.

22 Q. The foundation repair? Okay. So then it would be
23 an admitted fact that these are in fact the people
24 that did the foundation work?

25 A. I'm sorry, I didn't hear your whole question.

1 Q. Then it would be an admitted fact that these are
2 the people that did the foundation work; correct?

3 A. Correct.

4 Q. Did you ever submit a copy of this to me at all?

5 ATTORNEY MENDELSON:

6 Objection.

7 JUDGE JANDEBEUR:

8 Based on?

9 ATTORNEY MENDELSON:

10 Mr. Comprosky is not the attorney here
11 ---. I will waive my --- I will rescind my objection,
12 Your Honor.

13 JUDGE JANDEBEUR:

14 I'm not clear on exactly what you're
15 asking him. Are you asking him, did he submit copies
16 of what he paid to Hanover, or are you asking, did he,
17 Mr. Comprosky, submit copies of this exhibit? Which
18 one are you asking? Or something --- a third one?

19 BY MS. SCOTT:

20 Q. No. No. I was asking were any of these checks
21 --- any type of receipt sent to me, any type of a
22 contract sent to me stating that this is the amount of
23 money that you paid out to Hanover Nursery?

24 A. To the best of my knowledge, no.

25 JUDGE JANDEBEUR:

1 And I would assume you mean Hanover
2 Enterprises, again.

3 MS. SCOTT:

4 I'm sorry, Hanover Enterprises.

5 JUDGE JANDEBEUR:

6 That's fine. But we're trying to keep
7 the record correct. And he answered that. Do you
8 have any other questions?

9 MS. SCOTT:

10 No. Uh-uh (no).

11 JUDGE JANDEBEUR:

12 Do you have any objection to Exhibit Five
13 and Six coming into the record?

14 MS. SCOTT:

15 No, Your Honor, I don't.

16 JUDGE JANDEBEUR:

17 They are so admitted. You can step down,
18 sir, thank you.

19 A. Thank you.

20 ATTORNEY MENDELSON:

21 Thank you.

22 MS. SCOTT:

23 But I note and I'd like to add to the
24 record that I forgot about the \$850. There was
25 nothing deliberate. I assure you, it was nothing

1 deliberate.

2 JUDGE JANDEBEUR:

3 I think that I will allow you to add that
4 in your closing statement. Now, I assume that you
5 have finished?

6 ATTORNEY MENDELSON:

7 Yes. We have, Your Honor. Thank you.

8 JUDGE JANDEBEUR:

9 And again, as the Complainant, Ms. Scott,
10 you go first. A closing statement is, indeed, brief.

11 MS. SCOTT:

12 Okay. The only thing I can do is revert
13 myself back to the same thing I initially had stated
14 with. It was the water company's problem, not mine.
15 The damage was done to my foundation because of the
16 shoddy job that was done on the foundation work, per
17 say. Plus, all the other additives of the shrubbery
18 being removed and whatnot, that leads to a problem. I
19 was not aware --- I had completely forgotten about the
20 \$800 --- when you were making the statement to me
21 about a claim settlement, I was under the assumption
22 of the foundation walls and all that was being paid to
23 me. The \$800 was paid for the rugs that I had lost in
24 the basement and some other stuff because my
25 homeowner's insurance policy doesn't pay for it. So I

1 correct myself on that one. And I have to revert
2 myself back to the same thing, I think that when I did
3 call, I know I did, I know that at one point I had
4 heard a statement to me that I didn't like, however,
5 it's what I can prove and what I can't prove, and
6 right now at this point, the water company is
7 responsible for this, and I think that they should pay
8 for the repair job, and that's it. They've had their
9 own people from Hanover Enterprises out there
10 themselves, they've seen the damage that was done.
11 And I do have the phone number of the gentleman, I
12 just didn't bring it with me.

13 JUDGE CANDEBEUR:

14 Thank you. Mr. Mendelsohn?

15 ATTORNEY MENDELSON:

16 Your Honor, we contend that there is no
17 jurisdiction over this claim. We would cite the case
18 of Fecley, F-E-G-L-E-Y, versus PPL, which is at Docket
19 Number C-00956732, because it is a claim seeking
20 purely damages here. We have also argued, and argued
21 today that this claim was barred by the statute of
22 limitations. At best, we would argue that there was a
23 two-year statute of limitations from when this event
24 occurred in August of 2000. We've heard testimony
25 today from Ms. Scott that she was upset about the

1 removal of some shrubs because she knew that would
2 cause greater damage in the future. It is undisputed
3 that by winter/spring of 2001, that she alleges that
4 she had suffered problems with the repair work, and
5 blaming the repair work for this. Last year, the
6 Pennsylvania Supreme Court in a case of Gustine,
7 G-U-S-T-I-N-E, Uniontown Associates, Limited versus
8 Anthony Crane Rental, which is recorded at 842 A.2d
9 334, the Supreme Court ruled in that case that there
10 is a four-year statute of limitations for any
11 construction work that is done per a written contract.
12 We note that in full canter to this court, even though
13 we would suggest our situation is different than that,
14 but at most, it would be a four-year statute. The
15 Supreme Court also said, that it is incumbent upon the
16 Plaintiff, to use all reasonable diligence in pursuing
17 that claim so that we don't have the situation where
18 we have stale claims. For those reasons, Your Honor,
19 we would argue --- and we also have the testimony
20 finally of Ms. Jordan, that there is no record, as Ms.
21 Scott claims, of phone calls regarding the situation.
22 And Exhibit Number Four, the BCS Decision, when Ms.
23 Scott had the opportunity informally before the
24 Commission, and the issue regarding damages from this
25 event simply was not raised. And we would therefore

1 ask for the case --- the formal complaint to be
2 dismissed.

3 JUDGE JANDEBEUR:

4 Thank you. We are finished here today,
5 and you all are free to go. And we are closing the
6 record. Thank you.

7 ATTORNEY MENDELSON:

8 Thank you, Your Honor.

9 MS. SCOTT:

10 Thank you for your patience, Your Honor.

11 * * * * *

12 HEARING CONCLUDED AT 11:30 A.M.

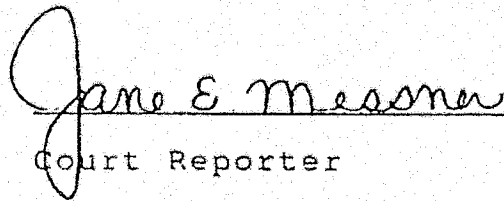
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C E R T I F I C A T E

I hereby certify, as the
stenographic reporter, that the foregoing
proceedings were taken stenographically by
me, and thereafter reduced to typewriting
by me or under my direction; and that this
transcript is a true and accurate record
to the best of my ability.



Court Reporter



Pennsylvania American Water Company

PA Public Utility Commission Complaints and reports

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

BCS Case# 1600475 Date Case Closed

BCS Investigator: PETE FREDERICK

Account Number: 2411233956

Account Number: 2411233956

Class Of Service: RESIDENTIAL

Case Origin: TELEPHONE

Reason for Contact: BILLING DISPUTES

Termination Date:

Prior Case#:

DOCUMENT FOLDER

Customer Name: DEBORAH SCOTT

Service Address: 395 HANOVER ST, WARRIOR RUN, PA, 18706

Phone (Home): (570) 8233244

Work Phone: (570) 2397717

Universal Service:

Family Size:

Adults	Children	Age

Income Source	Amount
EMPLOY/HU	1313
ADULT/SS	487
ADULT/VABI	709

Arrange: Company Position: 03/01/2004 SAID TO PAY 1,025.76

DOCKETED
DEC 03 2005

PAWC EXHIBIT NO. 4 *11-1-05 Scranton* C-20054741

Case Problem:

*****HIGH BILL DISPUTE
***** CUST STATES THAT SHE RECEIVED A BILL FOR
344.00 FOR A BI MONTHLY BILL. CU STATES THAT HER BILL FOR BI MO SVC IS
NORMALLY 60.00. CU STATES THAT SHE FEELS THAT THESE BILLS ARE
INCORRECT. CU STATES THAT THE CO CAME TO CHECK THE METER AND LEAKS.
CU STATES THAT SHE HAD A PLUMBER CHECK FOR LEAKS AND THERE WAS
NONE. CU WANTS THE PUC TO INVESTIGATE THIS MATTER.

FORMAL COMPLAINT DECISION
BUREAU OF CONSUMER SERVICES, INFORMAL COMPLAINT UNIT
THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

DEBORAH SCOTT
395 HANOVER STREET
WARRIOR RUN PA 18706

PENNSYLVANIA AMERICAN WATER CO
v.

BCS No: 1600475

Account No: 24-11233956

DECISION ON INFORMAL COMPLAINT BY THE BUREAU OF CONSUMER SERVICES:

STATEMENT OF COMPLAINT:

The above captioned informal complaint was received by the Bureau of Consumer Services (BCS) on March 1, 2004. In the complaint it was alleged that:

The customer states that she received a bi monthly bill in the amount of \$344.00. The customer states that her bills are normally \$60.00 per month and this bill is incorrect. The customer states the company came to check the meter for leaks and none were found

INVESTIGATION BY STAFF OF THE BUREAU OF CONSUMER SERVICES REVEALED:

1. On November 14, 2003, the company issued the customer a bill in the amount of \$344.34 for 60,100 gallons of water in 58 days due on December 15, 2003.
2. On November 28, 2003, the customer contacted the company and stated she felt her last bill was too high. The company scheduled a service order for December 8, 2003.
3. On December 8, 2003, a company service associate obtained an actual meter reading of 06266. This reading verified the last meter reading of 06017 obtained on November 14, 2003 and showed an additional 24,900 gallons of water or 1,038 gallons of water per day had passed through the meter.
4. On January 16, 2004, the company issued the customer a bill in the amount of \$169.50 for 27,300 gallons of water for 63 days of service.

On January 16, 2004, the customer provided the company with a meter reading of 06291. The customer was advised the meter reading was in line and verified the reading used to calculate the November 2003 bill. The company suggested the customer may want to contact a plumber to check the property for leaks.

5. On February 2, 2004, the customer contacted the company and requested the company's fax number so she could fax the company documentation from her plumber that she had no leaks at the property. The customer stated she wanted an adjustment for unexplained usage. The company denied the customer's request.

6. As of the date of this decision, the customer's outstanding account balance is \$1,155.26 and includes the current bill of \$33.84 due on May 10, 2005.

BASED ON THESE FINDINGS, THE BUREAU OF CONSUMER SERVICES CONCLUDES THAT:

1. The company visited the customer's property on several separate occasions and verified the actual meter readings for the disputed bills in question.

2. The customer was billed based on her actual usage. No adjustments to the customer's account are warranted.

3. The customer's bills are correct as rendered.

IT IS DECIDED THAT:

1. The informal complaint of Deborah Scott is hereby dismissed.

2. Beginning with the bill due date on or about June 10, 2005, the customer must pay the company all current bills each month, plus \$100.00 that will be paid towards the account past due balance.

3. The customer must make all payments by the due date of each month's bill and continue making the payments until the account is paid in full.

4. If the customer fails to keep the terms of this informal decision by not making payments as required, the company will be permitted to pursue collection of the past due balance as allowed by Chapter 56 of the Public Utility Commission's Rules and Regulations.

Date: May 3, 2005

Signature
Renee McClinton
Utility Complaint Investigator

SEARCH ROSTERS STATUS PAYMENTS NOTES MESSAGE HELP

Claim No: B0K1291

Office: 145

Location: 0502500000

Claim Rep: CLB1

SAI Nbr: 2996L1020

Acct/AMERICAN WATERWORKS
Name: SERVICE CO

File Prefix: LR

Claimant: DEBBIE SCOTT

File Prefix: LR

Cimnls: 001

DOL: 08/10/2000

Rptd TIC: 08/14/2000 Close Dt: 08/31/2000

Status: CLOSED

Policy# TC2JGLSA
260T3317

From: 10/01/1999

To: 10/01/2000

Get Status

Print Preview

Payment Options:

Claimant Number: 001

Get Payments

Reset Payment Options

Notes Options:

From: 10/06/2004

Claimant Number: ALL 001

To: 10/06/2005

Include System Generated Notes

Range:

Sort Order: Chronological Order Recent to Oldest Order

Default Date Range

Get Notes

Reset Notes Options

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

11-1-05 Stanton
PAWC EXHIBIT NO. 5
C-20054741

CLAIM STATUS TABLE OF CONTENTS

- ACCIDENT LOCATION
- DESCRIPTION OF ACCIDENT
- FINANCIAL SUMMARY
- CLAIMANT DETAILS
- CLAIM REPRESENTATIVE INFORMATION
- CLIENT SPECIFIC INFORMATION

ACCIDENT LOCATION

395 HANOVER ST
WARRIOR RUN
PA 18706

RISK LOCATION

PENNSYLVANIA AMERICAN WATER CO
20 E UNION ST
WILKES BARRE
PA 18701-2715

[\[GO TO TOP\]](#)

DESCRIPTION OF ACCIDENT

INSURED WATER MAIN SHUT OFF VALVE LEAKED CAUSING DAMAGES TO CLMT'S PRO/ERTY

[\[GO TO TOP\]](#)

FINANCIAL SUMMARY

Total Number of Claimants: 001	BI: 000	PD: 001	IN: 000
Kind	<u>Incurred</u>	<u>Paid</u>	<u>Outstanding</u>
TOTAL	\$15,114.00	\$15,113.45	\$0.55
CLAIM	\$15,114.00	\$15,113.45	\$0.55
EXPENSE	\$0.00	\$0.00	\$0.00

[\[GO TO TOP\]](#)

CLAIMANT DETAILS

Total Number of Claimants: 001

Claimant	Type	<u>Incurred</u>	<u>Paid</u>	<u>Outstanding</u>
<input type="checkbox"/> All Claimants -/		\$15,114.00	\$15,113.45	\$0.55
<input type="checkbox"/> 001 DEBBIE SCOTT -/	PD	\$15,114.00	\$15,113.45	\$0.55

Note: Claimant level financial information does not reflect recoveries or offsets.

[\[GO TO TOP\]](#)

CLAIM REPRESENTATIVE INFORMATION

Claim Rep: CANDI BEROCCHI	Phone: (610) 736-2439	Mail ID: CBERTOCC@TRAVELERS.COM
Supervisor: ROBERT CONLON	Phone: (610)	Mail

371-3742

ID: RCONLON@TRAVELERS.COM

Office: 145 / READING CL CLAIM
Address: PO BOX 13426 1105 BERKSHIRE BLVD
WYOMISSING, PA 19610-1222
Phone: (800) 842-9897

[\[GO TO TOP\]](#)

PAWC EXHIBIT NO. 5

Notice Investigation Damages Financial Legal Referral Inquiry Tools Queues Window Help Offices

BOK1291 GET 001 [Icons: Home, Print, Q's, IRB, SAC, Mail, etc.]

Check Register

File Identification Information

Insured Name: AMERICAN WATERWORKS SERVICE CO
 Claimant Name: DEBBIE SCOTT
 Date of Loss: 08/10/2000
 Loss Desig: LR

Functions: Select One:

- Payment Correction
- Delete Staged Check
- Void (Check in hand)
- Reverse Void
- Undeliverable

Selection Criteria (optional)

Select One
 Fin Ref Number:
 Seq Number:
 Bill Crl Number:

Payment Selection List

Payee	Check Total	Issue Date	Claim/Exp	Payment Type	Fin Ref	Seq Nbr	Status	NR
/HANOVER ENTERPRISES	\$ 9,511.32	08/30/2000	Claim	Central	0042135741	003	Issued	
/DEBBIE SCOTT	\$ 855.00	08/22/2000	Claim	Central	0041461488	002	Issued	
/HANOVER ENTERPRISES	\$ 4,747.13	08/22/2000	Claim	Central	0041461479	001	Issued	

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 DEC 08 2005

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OK

Cancel

UCAC Contacts for Deborah Scott

QUERY NAME	CN:PWERS
LIBRARY NAME	HUNNELDP
FILE	LIBRARY
CCCCACT	ASOPAFIDE
	MEMBER
	CCCCACT
DATE	07/26/05
TIME	07:20:09

for Dan hunnel

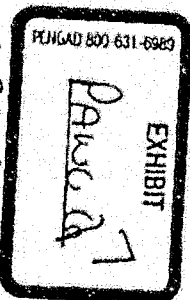
DOCUMENT
FOLDER

DOCKETED
DEC 08 2005

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



PLUGAD 800-631-6989

C-2005-4771
11-1-05
Korowaka

Contact Number	Act/Cus Number	Representative	Create Date	Contract Type	Comment Line	Sequence Number
14163149	1121395	HERONSY	20/05/0725	GNINQ	ADAM WITH STATE REP JOHN YUDICAK'S OFFICE. PHONES 520-7437031 CALLED ABOUT CUST ACCT//HE WANTED TO KNOW WHAT COULD BE DONE TO AVOID DISCONNECT UNTIL HE HEAR FROM PUC//SPOKE WITH SUPERVISOR BARB H AND WAS INFORMED WE NEEDED TO EITHER HEAR FROM PUC OR IF HIS OFFICE WILL WRITE AND FAX A LETTER. WE WILL TAKE IT UNDER ADVERTISEMENT, BUT NO GUARANTEE THIS WILL AVOID SHUT OFF, BUT WILL SEND TO COLLECTIONS FOR REVIEW//GAVE HIM FAX# 9 618-413-4264, BARB H AND 618-433-4675. MARLA S//SAT	1 2 3 4 5 6 7 8
1411727	1121395	GCSERVICES	20/05/0720	DIALR	AM-HOME PHN/ANSM MACH/V MAIL/LEFT MESSAGE/	1
14095102	1121395	GCSERVICES	20/05/0712	DIALR	PM CALLED CELL PHN RESULT-ANS MACHINE DETEC TED	1
14095700	1121395	GCSERVICES	20/05/0712	DIALR	PM CALLED HOME PHN RESULT-ANS MACHINE DETEC TED	1
14095699	1121395	GCSERVICES	20/05/0712	DIALR	PM-HOME PHN/ANSM MACH/V MAIL/NO MESSAGE LEP T/	1
14095698	1121395	GCSERVICES	20/05/0712	DIALR	PM-HOME PHN/APPROVED 3RD PARTY/LEFT MESSAGE /	1
14026509	1121395	MCCREEDJ	20/05/0714	COUL	241131395-6 cus called upset about notice stated she's filed complaint with the puc informed cus this does not prevent termination of services puc must contact us and let us know what's going on with account cus then stated she's spoken with puc and they informed her they will open a new case cus upset stated she will be contacting her congressman.	1 2 3 4 5 6
14026681	1121395	FITEED	20/05/0714	COUL	CUST CALLED AND SAID SHE RECD SHUT OFF NOTICE BUT PUC TOLD HER TO DISREGARD NOTICE AND CUST SAID WE ARE NOT TO SHUT OFF HER WATER I ADVISED THAT THE PUC WILL CONTACT AMWATER TO LET US KNOW HOW TO PROCEED. CUST BECAME IRATE AND STATED SHE HAS DONE WHAT SHE IS SUPPOSE TO DO AND WE SHOULD NOT SHUT OFF WATER I ADVISED AGAIN THAT THE PUC WILL CONTACT AMWATER AND LET US KNOW HOW TO PROCEED BUT AT THIS TIME THE SHUT OFF IS SCHEDULED FOR 7-25-05 CUST ASKED FOR MY NAME AND HUNG UP	1 2 3 4 5 6 7 8
14024223	1121395	GCSERVICES	20/05/0713	DIALR	AM HOME PHN/ANSM MACH/V MAIL/NO MESSAGE LEP T/	1
14024221	1121395	GCSERVICES	20/05/0713	DIALR	AM-HOME PHN/ANSM MACH/V MAIL/LEFT MESSAGE/	1
13996696	1121395	GCSERVICES	20/05/0708	DIALR	AM-HOME PHN/ANSM MACH/V MAIL/LEFT MESSAGE/	1
13963649	1121395	GCSERVICES	20/05/0706	DIALR	PM-HOME PHN/ANSM MACH/V MAIL/LEFT MESSAGE/	1
13895227	1121395	GCSERVICES	20/05/0629	DIALR	AM-HOME PHN/ANSM MACH/V MAIL/LEFT MESSAGE/	1
13845924	1121395	GCSERVICES	20/05/0627	DIALR	AM-CALLED HOME PHN RESULT-NO ANSWER	1
13845921	1121395	GCSERVICES	20/05/0627	DIALR	AM-HOME PHN/ANSM MACH/V MAIL/LEFT MESSAGE/	1
13814837	1121395	GCSERVICES	20/05/0624	DIALR	AM-HOME PHN/ANSM MACH/V MAIL/LEFT MESSAGE/	1

Contact Number	AcL/Cue Number	Representative	Create Date	Contact Type	Comment Line	Sequence Number
13773990	1123395	GCSERVICES	20/05/0622	DIALR	AM-HOME PHN/ANSW MACH/V MAIL/LEFT MESSAGE/	1
13735145	1123395	GCSERVICES	20/05/0620	DIALR	PM-HOME PHN/ANSW MACH/V MAIL/LEFT MESSAGE/	1
13669661	1123395	GCSERVICES	20/05/0616	DIALR	PM-HOME PHN/CUSTOMER/REFUSE TO PAY/	1
13669659	1123395	GCSERVICES	20/05/0616	COLL	PM-REPAIRS MADE TO WATER MAIN FROM AWK VOA. CUST DISABLED	1
13669656	1123395	GCSERVICES	20/05/0616	DIALR	PM-HOME PHN/OTHER/NO MESSAGE LEFT/ T/HP/INT D WAK MKT	1
13450269	1123395	GCSERVICES	20/05/0603	DIALR	AM-HOME PHN/ANSW MACH/V MAIL/LEFT MESSAGE/	1
13573428	1123395	STROEGL	20/05/0222	CORR	RECEIVED RECEIPT FOR PROOF OF REPAIRS FOR A ONE TIME LEAK ADJUSTM ENT SENDING TO BILLING 2/24/05 gave adj due to cat sent in proof of repairs due to a lea k she had 10/20/04 took high bill 601-41(avg)-558 x 40=223 223-units at \$117.68-wtr .08-urchg. 2.07-dsl sending letter thanks go	1 2 4 5 6 7 8
11125714	1123395	WOODSBS	20/05/0127	COLL	rec'd discharge of debtor case#99-01002 ch13 dated1/4/05. changed acc to reflect the bankruptcy, put DIP in DBA	1 2
10103652	1123395	BILFLMUP	20/04/1129	ACINQ	THIS CUSTOMER HAS THE LEAK FIXED - ASKED FOR A COPY OF THE PLUMBE RS BILL - WOULD NOT SEND IT DOES NOT KNOW WHY IT IS NEEDED WE CAN SEE THE BILL IS BACK TO NORMAL - PLEASE CONSIDER AND ADJUSTMENT SATISFIED 11/30/04 we need proof of repairs...no adj until recvd. sending out letter thanks go	1 2 3 4 5 6 7
9422298	1123395	MAHERER	20/04/1019	ACINQ	CALLED TO ADVISE OF LEAK. STATES SHE HAS A PLUMBER COMING TODAY. .RATP. ADVISED OF CONSIDERATION FOR LEAK ADJUSTMENT..SATISFIED.	1 2
8178585	1123395	BLACKKUR	20/04/0720	MSCCH	credit adj for over est 4-units 2.30-chgs	1
8176143	1123395	BILFLMUP	20/04/0518	MSCCH	billing/karla total units over est. 14	1
7969584	1123395	HINNELDP	20/04/0303	PUC	Customer filed informal complaint with PUC Case #1600475 05/03/05 - closed - bal correct as rendered - placed on puc agreement	1 2 3 4 5 6
7961691	1123395	EMMONSMA	20/04/0301	PUCFL	supervisor callback. I spoke with Ms. Scott. she said she was on with PUC. I told her I would try her back. called her back she advised was a little upset with the letter she received. She said that her plumber said no leaks and cur get viceman checked toilets and they fine yet still saying there is a leak although cannot locate. She is willing to make payment arrangements but only after we resolve dispute issue. I advised & once she filed claim ther # 16004751 either PUC or assigned will	1 2 3 4 5 6 7 8

Contact Number	Acct/Cur Number	Representative	Create Date	Contact Type	Comment Line
7961691	1123395	EMMOHNSKA	20/04/0301	PUCFL	review. In the meantime I will bring to ART attention she satisf
7961391	1123395	SPALDIAN	20/04/0301	ACINO	CUSTOMER WANTED SUPERVISOR UPRONT TOOK MESSAGE AND GAVE TO CONTRI
7936164	1123395	WEBBSD	20/04/0219	HILOW	E SATISFIED
7893599	1123395	WEBBSD	20/04/0202	HILOW	CUSTOMER CALLED REQUESTING FAX NUMBER TO FAX IN DOCUMENTATION PRO
7834955	1123395	HILLBY	20/04/0116	HILOW	M PLUMBER STAYING THAT SHE HAS NO LEAKS ANYWHERE INSIDE. SHE STA
7834841	1123395	HUNTERCL	20/04/0116	DIALR	ED THAT PREVIOUS REP. INFORMED HER TO DO SO AND BILLING WOULD GI

Sequence Number
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17

2/20/04**ART**webbsd holding for #/o to close to see if an adjust
ment would be granted. received information

2/25/04**art**webbsd
5/0 HAS CLOSED PER THE FIELD OFFICE THIS CUSTOMER HAS A POSSIBLE
LEAK AT THE PROPERTY SHE FEELS SHE DOESN'T NOT DUE TO HAVING A PL
UMBER COME OUT THAT DETECTED NO LEAKS. I HAVE ISSUED OUT A UTILIT
Y REPORT AND PLACED ON A 30 DAY HOLD SDW

2/25/04**art**webbsd
5/0 HAS CLOSED PER THE FIELD OFFICE THIS CUSTOMER HAS A POSSIBLE
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Y REPORT AND PLACED ON A 30 DAY HOLD SDW

Contact Number	Act/Cust Number	Representative	Create Date	Contact Type	Comment Line	Sequence Number
7814841	1121335	HUNTERCL	20/04/0116	DIARR	R THAT AT THIS TIME SHE NEEDS TO HAVE HER HOUSE INSPECTED FOR LEAKS IF THEY FIND NO LEAKS THEN WE CAN GO FROM THERE. CUSTOMER ESCAPE VERY UPSET AND BELLIGERANT. REQUESTED SUPERVISOR	6 7 8
7699800	1121395	CANNONRM	20/03/1128	HILW	S/O issued. Acct placed on 30-day hold. SAT	1
7505186	1121395	BROWNRJL	20/03/0910	COLL	Updated/cst 1/10.00 along with current/sat	1
7485435	1121395	HUNTERCL	20/01/0901	COLL	ENTITLED TO AGREEMENT. NO ATP UPDATED OR LAST ONE	1
6440960	1121395	HERBERMO	20/02/0716	BALIN	MRS NEEDED PAYMENT ADDRESS	1
6321215	1121395	HUNTERCL	20/02/0528	ACING	cust called for new payment arrangement on acct -- dates that no water tank was leaking ..	1 2
6226854	1121395	GOPORTDL	20/02/0416	PAYMT	atp cust is paying 10.00 extra per month... sat	1
6221776	1121395	BREBERM	20/02/0413	OUTCL	04/11/02 CUSTOMER DEPAULTED PAYMENT ARR WILL CALL BACK IN FR NEW PAYMENT ARR GV CUSTOMER RQNG AGING REPORT. LB	1 2
6042858	1121395	DAVISRM	20/02/0110	OUTCL	left message on recorder for cust noticed in UCAC notes that rep told cust wrong amt on pymt arrngmt and caused this caused a defaulted APT per ML will redo APT if customer wants becse of the miscommunication. aging report. .RMD	1 2 3 4
5813999	1121395	COLESJT	20/01/0907	PAYMT	PAY ARRANGEMENT. CUST WILL PAY \$10 BY 9/24 AND MONTHLY PAYMENTS OF \$10.01 THEREAFTER. CUSTOMER SATISFIED.	1 2
5736804	1121395	VCURE	20/01/0718	COLL	7/18 kcb see cc	1
5735853	1121395	VCURE	20/01/0717	COLL	see cc	1
5448555	1121395	MOODYM	20/01/0116	COLL	MM 1-16-01 See cr comments	1 2
5355290	1121395	HUGHESJE	20/00/1117	COLL	11 17.00 PSC see cc	1
5352848	1121395	MALONKA	20/00/1116	COLL	11/15/00 AM SES CR COM	1
5174925	1121395	CALACHUS	20/00/0811	ACING	8/11 cust called and said servicemen were at property last night and said someone would be out there today due to flooded basement. called debbie o and she said to give call to chris gumpert	1 2 3 4
5174175	1121395	DESANTJM	20/00/0810	ACING	8/10/00 Jmd see main break	1 2
5172333	1121395	WILSONDA	20/00/0810	ACING	see updated notes on main break contact	1
5171669	1121395	MYERSKM	20/00/0809	LXMR	8/9/00 mom customer called due to flooding basement	1

A

A

Contact Number	Acct/Cust Number	Representative	Create Date	Contact Type	Comment Line	Sequence Number
5171669	1123395	MYERSKM	20/00/0809	LKMB	8/10/00 JW Customer called back stating when we were out yesterday she was under the impression that we would be back. Called Distribution, spoke with Debbie, we will be out tomorrow to repair leak - on our side. Explained to customer - satisfied for now.	2
					8/10/00 JMD - Deborah Scott, states PWC is scheduled to fix water leak on 8/11/00	3
					Deborah states the water leak is getting worse and she can't keep up with water coming into basement.	4
					I called Jim Hoover, who informed me to call Al (Dispatcher) to have a complaint truck go out and verify who's leak it is? If it is a PWC leak, we must repair it tonight.	5
					I called Al and gave info	6
					I informed customer of the above	7
						8
						9
						10
						11
						12
						13
						14
						15
						16
						17
						18
5164308	1123395	FOLLMETA	20/00/0804	ACINQ	customer's bankruptcy was reinstated so I transferred \$4271.26 from this acct to the bankruptcy acct#495760	1
5163495	1123395	HUGHESJB	20/00/0804	ACINQ	Call from the bankruptcy court called to find out fax number so she could fax us the order of reinstatement for this customer.	2
5163413	1123395	CALACHJS	20/00/0804	ACINQ	8/4 cust called for fax #	1
5153594	1123395	HUNTERCL	20/00/0804	COLL	CC	1
5158802	1123395	MALONEA	20/00/0802	COLL	8/2/06 AM SEC CR COMMENTS	1
4940825	1123395	FOLLMETA	20/00/0403	COLL	see cc	1
4940815	1123395	FLORYAJS	20/00/0403	ACINQ	4-1-00 JSP - TRANSFERRED TO DENINE	1
4936156	1123395	FOLLMETA	20/00/0330	ACINQ	3-30-00 dtw rec'd papers stating that the bankruptcy was dissolved transferred ng \$4,321.96 from acct#495760 to this acct.	1 2 3
4772718	1123395	FOLLMETA	20/00/0104	COLL	see credit	1
4700827	1123395	FOLLMETA	19/99/1118	COLL	SEE CREDIT COMMENTS	1
4696854	1123395	FOLLMETA	19/99/1117	COLL	See credit comments	1
4696811	1123395	DSPMB	19/99/1117	COLL	MM 11-17 see cr comments	1 2
4573143	1123395	FOLLMETA	19/99/0917	ACINQ	See Credit Comments	1
4567816	1123395	CALACHJS	19/99/0915	ACINQ	LEFT MESSAGE FOR CUSTOMER TO CALL BACK	1

07/26/05 07:20:09

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Contact Act/Cus Representative Create Contact Comment
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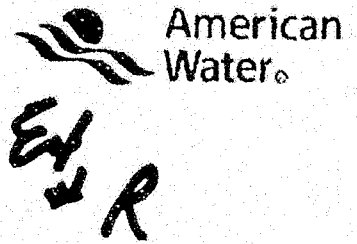
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FINAL TOTALS

*** END OF REPORT ***



October 12, 2005

Deborah Scott
395 Hanover Street
Warrior, PA 18706

Re: Deborah Scott v. Pennsylvania-American Water Company
Docket No. C-20054741

Dear Ms. *Deborah* Scott

It was a pleasure speaking with you on Monday regarding your formal complaint and our hearing scheduled for November 1, 2005. As I understand your claim, you are seeking relief for two issues: property damages from a water main break in 2000 and two high bills that you received within the past two years.

As to the property damage claim, it is my understanding, and our records indicate, that the damages were caused in August 2000. Our insurance carrier paid approximately \$15,113.45 to satisfy the claim. In that the claim was settled, and over five years old, it is our position that the law does not permit any further relief.

As to your claim of two high bills totalling approximately \$462.00, I renew my offer to split the amount with you. If accepted, my client would credit your account in the amount of \$231.00. Kindly let me know if you are interested. Please note that this credit is being offered for settlement purposes only and is not any indication our wrongdoing by PAWC. Rather, it is offered as a public relations gesture.

Very truly yours,

Seth A. Mendelsohn
Seth A. Mendelsohn

c: Judy Jordan

Pennsylvania American Water

Seth A. Mendelsohn
Corporate Counsel
100 West Merion Park Drive
Hershey, PA 17033 USA
T 717.533.5000
F 717.531.0202
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Pennsylvania American Water

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