

CAPTION SHEET

SE MANAGEMENT SYSTEM

1. REPORT DATE: 00/00/00	:	
2. BUREAU: ALJ	:	
3. SECTION(S):	:	
5. APPROVED BY:	:	4. PUBLIC MEETING DATE:
DIRECTOR:	:	00/00/00
SUPERVISOR:	:	
6. PERSON IN CHARGE:	:	7. DATE FILED: 01/17/07
8. DOCKET NO: C-20077293	:	9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: DELEON, ANGEL

RESPONDENT/APPLICANT: PA-AMERICAN WATER CO

COMP/APP COUNTY: MONROE

UTILITY CODE: 212285

ALLEGATION OR SUBJECT

COMPLAINANT STATES THERE ARE INCORRECT CHARGES ON HER BILL.

DOCUMENT
FOLDER

D DOCKETED **D**

JAN 22 2007

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Formal Complaint Form

2007 JUN 17 10:01:01

212285

Please print or type.

C-20077293

SECRET

1. CUSTOMER NAME (COMPLAINANT)

Your name, mailing address, county, telephone number, utility account number and service address:

Name Angel DeLeon

Street/P.O. Box 40 Brunswicke Dr Apt # _____

City Mount Pocono State P.A. Zip 18344

County MONROE

Area Code/HOME Phone _____

Area Code/WORK Phone (570) 234-7435

Utility Account Number _____
(from your bill)

ORIGINAL

If your complaint involves utility service provided to a different address than your mailing address, please list this information below.

Name _____

Street/P.O. Box _____

City _____ State _____ Zip _____

2. UTILITY NAME (RESPONDENT)

Name of utility company your complaint concerns: PA Am. Water

3. TYPE OF UTILITY (check one)

- ELECTRIC
- GAS
- WATER
- TELEPHONE
(local, long distance)
- STEAM HEAT
- WASTE WATER
- MOTOR CARRIER
(taxi, moving company, limousine)

H2

4. COMPLAINT (check one)

A. In general, what is your complaint?

- I want to oppose the company's proposed rate increase.
- There are incorrect charges on my bill.
- There is a reliability, safety or quality problem with my utility service.
- I received a notice that my utility service is being terminated.
- I would like a payment agreement.
- Other.
(explain)

B. State the facts of your complaint.

Include any specific dates, times or places that are important. If the complaint is about a bill, tell us about any charges that you believe are not correct. Use additional paper if you need more space. Provide copies of all relevant documents you believe will support your complaint.

THE WATER COMPANY IS CHARGING ME FOR A WATER BILL THAT WAS OWED TO THEM BY A PREVIOUS TENANT WHO USED TO RESIDE AT THE SAME ADDRESS AS I DO NOW. THEY ARE TRYING TO MAKE ME PAY FOR SOMEONE ELSE'S WATER BILL. PLEASE NOTE! I HAD A PREVIOUS COMPLAINT WITH THE WATER COMPANY AT MY SAME ADDRESS 40 BRUNSWICK DRIVE, BACK IN SEPTEMBER. THEY WOULD NOT TURN THE WATER SERVICES ON UNTIL I PAID \$700.00 THEY CLAIMED I HAD OWED. THERE RECORDS ARE INCORRECT BECAUSE I NEVER HAD WATER SERVICES IN MY NAME BEFORE. I WAS INSTRUCTED FROM P.U.C TO TO PAY SAID MONEY. AND THEN REQUEST TO BE REIMBURSED. I AM STILL TRYING TO RECEIVE MY MONEY BACK.

5. RELIEF

What do you want the Public Utility Commission to do about your complaint? Use additional paper if you need more space

I want the water company to stop charging me for someone else's water bills. I also want the water company to adjust and correct my water bill. So I may pay for my water expenditure only. And not someone else's water bill.

THAT DOES NOT BELONG TO ME.

THANK YOU.

6. PROTECTION FROM ABUSE

Answer the following question if your complaint is against a natural gas distribution company, an electric distribution company or a water company AND your complaint is about a billing problem, an application for service problem, a termination of service problem or a request for a payment agreement

Has a court granted a "Protection from Abuse" order for your personal safety?

YES

NO

7. PRIOR UTILITY CONTACT

Answer the following question only if you are a residential customer and your complaint is against an electric distribution utility, natural gas distribution utility or a water distribution utility.

Have you spoken to a utility company representative about this complaint?

YES
(includes appeals of BCS determinations)

NO

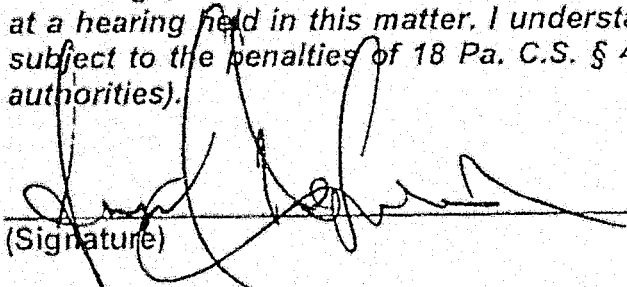
If you tried to; but could not speak to a utility company representative about your complaint, please explain why.

8. VERIFICATION AND SIGNATURE

You must print or type your name below on the line provided for the verification paragraph, and you must sign and date (in ink) this form on the lines provided.

Verification:

I Angel DeLeon, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).


(Signature)

1-11-07
(Date)

9. LEGAL REPRESENTATION (IF ANY)

If you are represented by a lawyer in this matter you must provide your lawyer's name, address and telephone number.

Lawyer's Name _____

Street _____

City _____ State _____ Zip _____

Area Code/Phone Number _____

10. FILING

Please return the completed form to one of the addresses listed below:

If using U S. Postal Service:

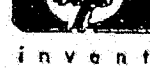
If using overnight delivery service:

Secretary Pennsylvania Public Utility Commission P.O. Box 3265 Harrisburg, PA 17105	Secretary Pennsylvania Public Utility Commission 400 North Street Commonwealth Keystone Building, 2 nd Floor Harrisburg, Pennsylvania 17120
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Facsimiles and/or electronic filings of the complaint form will not be accepted.

If you have any questions about filling out this form, please contact the Secretary's Bureau at 717-772-7777.

Keep a copy of your complaint for your records.



Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
161	9/ 8/2006	1 37:08PM	Send	16184334264	3:30	3	OK

The UPS Store®
113 RT 840
RT POCONO, PA 18344
670) 636-8020 FAX

FAX (610) 433-4264



FAX (610) 433-4514

to FAT From Angel DeLeon
Company Water Phone number 570 234-7435
Fax number 610 241-1056
Date _____ Total pages 2
Job number _____

Escargo/Text area within text box



COUNTY OF MONROE
STATE OF PENNSYLVANIA

BEFORE ME THE SUBSCRIBER APPEARED:

WHO BEING DULY SWORN ACCORDING TO LAW DOETH DEPOSE AND SAY

To the attention of Adria or whoever it may concern at
the American Water Company.

I Angel DeLeon am faxing my lease agreement that was
requested of me from your supervisor Cyndi. This is the
second time I am faxing these documents. The first time
these documents were faxed and received by the American
Water Company was on 9-8-06 at 1:37 PM. The I.D.#
is -16184334264. Also the account # on my bill must be wrong.
Because the original # given to me is #241801156. The P.U.C
also has a different # that was given to them by the American
Water Company. Please correct the error on my records.
I also spoke with my landlord Mr Bessada and he told me
that the American Water Company called him to verify my lease
agreement with him. Please note that my water services
were turned off. And please make the proper corrections on my
account. So I may have my services turned back on.

Thank You. *Angel DeLeon*

C.C.P.U.C. / C.C. LAWYER

COMMONWEALTH OF PENNSYLVANIA

Jan 3, 2007
Victoria A. Discon

NOTARIAL SEAL
VICTORIA A DISCON, NOTARY PUBLIC
CITY OF MT. POCONO, MONROE COUNTY
MY COMMISSION EXPIRES AUG. 03, 2010

RESIDENTIAL LEASE

This Lease is made on 9-28-06, between Paul Bessada Landlord, of 40 Brunswick Drive, City of Mount Peano State of P.A., and Angel DeLeon, Tenant, of 40 Brunswick Drive, City of Mount Peano, State of P.A.

1. The Landlord agrees to rent to the Tenant and the Tenant agrees to rent from the Landlord the following residence:

2. The term of this Lease will be from 9-28-06, until 9-28-08.

3. The rental payments will be \$ \$1,000.00 per month and will be payable by the Tenant to the Landlord on the 8 day of each month, beginning on 9-28-06.

4. The Tenant has paid the Landlord a security deposit of \$ \$1,000. This security deposit will be held as security for the repair of any damages to the residence by the Tenant. This deposit will be returned to the Tenant within ten (10) days of the termination of this Lease, minus any amounts needed to repair the residence, but without interest, except as required by the Laws of the State of P.A.

5. The Tenant has paid the Landlord an additional month's rent in the amount of \$ \$1,000.00. This rent security deposit will be held as security for the payment of rent by the Tenant. This rent security deposit will be returned to the Tenant within ten (10) days of the termination of this Lease, minus any rent still due upon termination, but without interest, except as required by the Laws of the State of P.A.

6. The Tenant has inspected the residence and has found it satisfactory. Tenant agrees to maintain the residence and the surrounding outside area in a clean and sanitary manner and not to make any alterations to the residence without the Landlord's written consent. At the termination of this Lease, the Tenant agrees to leave the residence in the same condition as when it was received, except for normal wear and tear.

7. Tenant also agrees not to conduct any type of business in the residence, nor store or use any dangerous or hazardous materials. Tenant agrees that the residence is to be used only as a single family residence, with a maximum of 4 tenants. Tenant also agrees to comply with all rules, laws, and ordinances affecting the residence, including all applicable provisions of the Laws of the State of P.A.. Tenant agrees that no pets or other animals are allowed in the residence without the written permission of the Landlord.

8. The Landlord agrees to supply the following utilities to the Tenant: None

9. The Tenant agrees to obtain and pay for the following utilities: Electricity, Gas AND Water.

10. The Tenant agrees not to sub-let the residence or assign this Lease without the Landlord's written consent. Tenant agrees to allow the Landlord reasonable access to the residence for inspection and repair. Landlord agrees to enter the residence only after notifying the Tenant in advance, except in an emergency.

11. If the Tenant fails to pay the rent on time or violates any other terms of this Lease, the Landlord will provide written notice of the violation or default. If the violation or default is not corrected, the Landlord will have the right to terminate this lease in accordance with state law. The Landlord will also have the right to re-enter the residence and take possession of it and to take advantage of any other legal remedies available including under all applicable provisions of the Laws of the State of P.A.

12. If the Tenant remains as tenant after the expiration of this Lease without signing a new lease, a month-to-month tenancy will be created with the same terms and conditions as this Lease, except that such new tenancy may be terminated by thirty (30) days written notice from either the Tenant or the Landlord.

13. As required by law, the Landlord makes the following statement. Radon gas is a naturally-occurring radioactive gas that, when accumulated in sufficient quantities in a building, may present health risks to persons exposed to it. Levels of radon gas that exceed federal and state guidelines have been found in buildings in this state. Additional information regarding radon gas and radon gas testing may be obtained from your county health department.

14. As required by law, the Landlord makes the following LEAD WARNING STATEMENT: "Every purchaser or lessee of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular threat to pregnant women. The seller of any interest in residential real estate is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

LANDLORD'S DISCLOSURE

Presence of lead-based paint and/or lead-based paint hazards (Landlord to initial one).

Known lead-based paint and/or lead-based paint hazards are present in building (explain).

P.B. Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in building.

RECORDS AND REPORTS AVAILABLE TO LANDLORD (Landlord to initial one).

Landlord has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards that are present in building (list documents)

P.B. Landlord has no records and reports pertaining to lead-based paint and/or lead-based paint hazards in building.

TENANT'S ACKNOWLEDGMENT (Tenant to initial all applicable)

Tenant has received copies of all information listed above.

AD Tenant has received the publication "Protect Your Family from Lead in Your Home."

AD Tenant has received a 10-day opportunity (or mutually-agreed on period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards in building.

Tenant has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards in building.

The Landlord and Tenant have reviewed the information above and certify, by their signatures at the end of this Lease, to the best of their knowledge, that the information they have provided is true and accurate.

15. This Lease may only be terminated by 10 days written notice from either party.

16. The following are additional terms of this Lease: NONE

17. The parties agree that this lease is the entire agreement between them and that no terms of this Lease may be changed except by written agreement of both parties. This Lease is intended to comply with any and all applicable laws relating to landlord and tenant relationships in the State of Pennsylvania. This Lease binds and benefits both the Landlord and Tenant and any successors, representatives, or assigns. This Lease is governed by the laws of the State of Pennsylvania.

Paul Bessada
Signature of Landlord

Angel DeLeon
Signature of Tenant

Paul Bessada
Name of Landlord

Angel DeLeon
Name of Tenant

Notice to California Residents: The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

Customer Account Information

For Service To: Angel DeLeon
 40 Brunswick Dr LT-93 93
 Account Number: 24-1801105-8
 Premise Number: 24-0584856

Billing Period & Meter Information

Billing Date: Oct 20, 2006
 Billing Period: Oct 02 to Oct 17 (15 days)
 Next reading on/about: Nov 16, 2006
 Rate Type: Residential

Meter readings in current billing period:

Meter Number N082591211 is a 5/8-inch meter.
 Present-actual 4600
 Last-actual
 Gallons used 4600

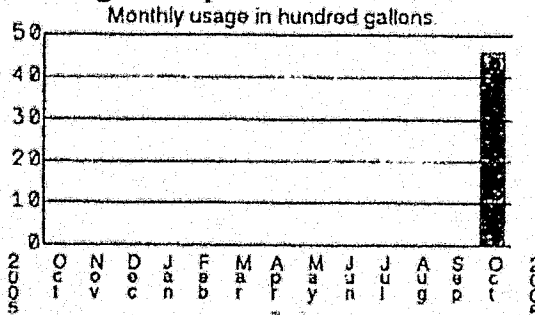
Billing Summary

-----Prior Balance-----
 Balance from last bill \$.00
 Payments prior to Oct 20, 2006. Thanks! .00
 Total prior balance, Oct 20, 2006 .00
 -----Adjustments-----
 Service Activation Fee 30.00
 Total adjustments, Oct 20, 2006 30.00
 -----Current Water Charges-----
 Service Charge 5.75
 Water Volume (\$.005735 x 4,600) 26.38
 STAS PAWC Water -0.33% -.11
 DSI - PAWC Charge 4.92% 1.58
 Total water charges, Oct 20, 2006 33.60

-----AMOUNT DUE-----

\$.00
.00
.00
30.00
30.00
5.75
26.38
-.11
1.58
33.60
\$63.60

Water Usage Comparison



1477
 000241801105800000000201582019



Pennsylvania
 American Water
 PO BOX 578
 ALTON, IL 62002-0578

For Service To: 40 Brunswicke Dr LT-93 93

079478 1 AVD 2B3 2478/18476002478 076 1 PCARPG
 ANGEL DELEON
 40 BRUNSWICKE DR LT-93 #93
 MOUNT POCONO, PA 18344-1144

Pennsylvania American Water
 PO Box 371412
 Pittsburgh, Pa. 15250-7412

ACCOUNT NUMBER	24-1801105-8
AMOUNT DUE	\$2,015.82
DUE DATE	Dec 11, 2006
AMOUNT PAID	

Please return this portion with check
 Payable to the address below

Please check here to add H2O-Help to Others contribution to your monthly bill or to change your address or telephone number, and print information on reverse side

Customer Account Information

For Service To: Angel Deleon
 40 Brunswicke Dr LT-93 93
 Account Number: 24-1801105-8
 Premise Number: 24-0584856

Billing Summary

Prior Balance
 Balance from last bill
 Payments prior to Nov 21, 2006. Thanks!
 Total prior balance, Nov 21, 2006

Billing Period & Meter Information

Billing Date: Nov 21, 2006
 Billing Period: Oct 17 to Nov 16 (30 days)
 Next reading on/about: Dec 18, 2006
 Rate Type: Residential

Meter readings in current billing period:

Meter Number N082591211 is a 5/8-inch meter
 Present-actual 1350G
 Last-actual 4600
 Gallons used 8989

Current Water Charges
 Service Charge
 Water Volume (\$.005735 x 8,900)
 STAS PAWC Water -0.33%
 DSL - PAWC Charge 4.92%
 Total water charges, Nov 21, 2006
 Other Current Charges
 Late Payment Charge
 Total other charges, Nov 21, 2006

AMOUNT DUE

\$63.60
 1,859.76
 1,923.36

11.50
 51.04
 -.21
 3.08
 65.41

27.05
 27.05

\$2,015.82

0002418011058000000000180336007

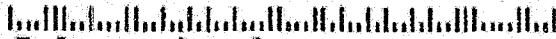


Pennsylvania
American Water

PO BOX 578
ALTON, IL 62002-0578

For Service To: 40 Brunswicke Dr Lt-93 #93

022445 1 AT 0308 6445/22445/006446 086 1 PCAUUA

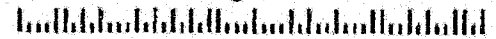


Deleon, Angel
40 Brunswicke Dr Lt-93 #93
Mount Pocono PA 18344

ACCOUNT NUMBER	24-1801105-8
AMOUNT DUE	\$1,803.36
DUE DATE	Due Upon Receipt
AMOUNT PAID	

Please return this portion with check or money order payable to

Pennsylvania American Water
PO Box 371412
Pittsburgh, Pa. 15250-7412



0002418011058000000000209803011



Pennsylvania
American Water
PO BOX 578
ALTON, IL 62002-0578

For Service To: 40 Brunswicke Dr LT-93 93

017095 1 AV C 293 108517085001065 070 1 PCAV11
ANGEL DELEON
40 BRUNSWICKE DR LT-93 #93
MOUNT POCONO, PA 18344-1144

ACCOUNT NUMBER	24-1801105-8
AMOUNT DUE	\$2,098.03
DUE DATE	Jan 10, 2007
AMOUNT PAID	

Please return this portion with check.
Payable to the address below

Pennsylvania American Water
PO Box 371412
Pittsburgh, Pa. 15250-7412

Please check here to add H2O. Help to Others contribution to your monthly bill or to change your address or telephone number, and print information on reverse side.

Customer Account Information

For Service To: Angel Deleon
40 Brunswicke Dr LT-93 93
Account Number: 24-1801105-8
Premise Number: 24-0584856

Billing Summary

Prior Balance: \$2,015.82
Balance from last bill: .00
Payments prior to Dec 21, 2006: Thanks!
Total prior balance, Dec 21, 2006: 2,015.82
Current Water Charges:
Service Charge: 11.50
Water Volume (\$.005735 x 11,700): 67.10
STAS PAWC Water -0.33%: -.26
DSI - PAWC Charge 4.92%: 3.87
Total water charges, Dec 21, 2006: 82.21

Billing Period & Meter Information

Billing Date: Dec 21, 2006
Billing Period: Nov 16 to Dec 18 (32 days)
Next reading on/about: Nov 16, 2006
Rate Type: Residential

Meter readings in current billing period:

Meter Number N082591211 is a 5/8-inch meter
Present actual: 25200
Last-actual: 13500
Gallons used: 11700

AMOUNT DUE \$2,098.03

\$2,015.82
.00
2,015.82
11.50
67.10
-.26
3.87
82.21
\$2,098.03

29



Dear Customer

Your bill for \$1,803.36 is overdue. Because your bill is overdue we will shut off water to 40 Brunswicke Dr Lt-93 #93 on or after 8:00 AM on Wednesday, December 27, 2006.

TO STOP THE SHUT OFF YOU MUST DO ONE OF THE FOLLOWING:

1. Pay the total amount of the overdue bill or call 1-866-430-0823 to verify the company received your payment.
2. Call 1-866-430-0823 regarding a possible payment arrangement, to let us know that you made a payment; or to dispute the overdue bill.
3. Call 1-866-430-0823 if you or someone in your home has a serious illness or a medical condition. Read the Medical Emergency Notice at the bottom of this form.

If we shut off your water, you may have to pay the following charges or the full outstanding balance to have your water turned back on.

Overdue Amount	\$1,803.36
Turn-on-Charge	\$30.00
Total Amount Due	\$1,833.36

If you have any questions or need more information, please call us at 1-866-430-0823, during the hours of operation M-Th 7am-9pm CST, Fri 7am-7pm CST, Sat 7-11am CST. If no one is available, please leave a message. Someone will return your call the next business day. If you are not satisfied after you talk to us, you may file a complaint with the

Pennsylvania Public Utility Commission
by calling 1-800-692-7380 toll free, or by writing to
Harrisburg, PA 17105-3265
P.O. Box 3265

Pennsylvania Public Utility Commission
may delay the shut off if you file the complaint before the shut off date.
To pay by credit card call 1-866-271-5522 or on the web at www.water.paymybill.com

SINCERELY YOURS,
Pennsylvania American Water

MEDICAL EMERGENCY NOTICE

If someone living in your home is seriously ill, we will not shut off your water service during this illness if you do two (2) things:

1. Have a licensed doctor or nurse practitioner certify in writing that the illness exists and that the person will be in danger if you do not have water service.
AND
2. Make arrangements to pay your overdue and current bills by calling 1-866-430-0823.



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

IN REPLY PLEASE
REFER TO OUR FILE

DATE SERVED: January 22, 2007

C-20077293

PENNSYLVANIA AMERICAN
WATER COMPANY
DANIEL WARNOCK
800 W HERSHEY PARK DR
HERSHEY PA 17033

DOCUMENT
FOLDER

Dear Mr. Warnock:

A complaint has been filed against you before the Pennsylvania Public Utility Commission by ANGEL DELEON. To defend yourself against the claims stated in the following pages, you must act within twenty (20) days by filing in writing with the Commission, either personally or through your attorney, your defenses or objections to the claims stated against you. Or, you may satisfy the complaint by settling the matter with the Complainant and submitting proof of settlement to the Commission within twenty (20) days.

IF YOU FAIL TO RESPOND WITHIN TWENTY (20) DAYS, THE CASE MAY GO FORWARD IN YOUR ABSENCE AND A JUDGEMENT MAY BE ENTERED AGAINST YOU BY THE COMMISSION WITHOUT FURTHER NOTICE.

CUSTOMER OF A UTILITY

A payment schedule may be prescribed or a termination of utility services may be authorized. You may lose money or property or other rights important to you.

COMPANY/UTILITY

An Administrative Law Judge may revoke or suspend any certificate or permit held by you, or impose a fine, or any other appropriate penalty or remedy authorized by the Public Utility Code. You may lose money or property or other rights important to you.

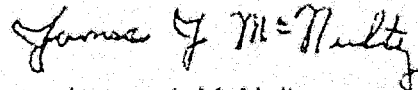
Detailed instructions on how to proceed are contained in the attached pages. You are advised to read them carefully.

January 22, 2007

Unless you are a corporation or other organization, you may proceed without a lawyer. However, if you want a lawyer and do not have one or cannot afford one, the office listed below can tell you where you can get legal help:

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
(800) 692-7375

Very truly yours,



James J. McNulty
Secretary

ane

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

DATE SERVED: January 22, 2007

DOCUMENT
FOLDER

ANGEL DELEON

Complainant

v.

PENNSYLVANIA AMERICAN WATER COMPANY

Respondent

Complaint Docket
No: C-20077293

DOCKETED

JAN 22 2007

FORMAL COMPLAINT NOTICE TO RESPONDENT TO ANSWER OR SATISFY

TO: PENNSYLVANIA AMERICAN WATER COMPANY

TAKE NOTICE:

That a complaint in the above entitled matter, of which the attached is a true and correct copy, has been presented and filed of record with the Pennsylvania Public Utility Commission. Section 702 of the Public Utility Code, 66 Pa. C.S. Section 702, requires the Commission to serve on each party named in a complaint a copy of the complaint and notice calling upon each party to satisfy the complaint, or to answer the same in writing within a specified time; THEREFORE,

1. You have twenty (20) days from the date on which this complaint is served to either satisfy this complaint or to file with the **Secretary of the Pennsylvania Public Utility Commission, P. O. Box 3265, Harrisburg, PA 17105-3265**, an answer (original and three copies), in writing, under oath, which, as required by Section 5.61 of the Commission's Rules of Practice and Procedure, 52 Pa. Code Section 5.61, either affirms or specifically denies the allegations in this complaint. You must also serve a copy of the answer upon the complainant. The date of service is the mailing date as indicated by the date at the top of this Notice. Section 1.56(a) of the Commission's Rules of Practice and Procedure, 52 Pa. Code Section 1.56(a).

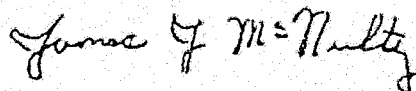
2. If you fail to either satisfy this complaint or to file answer or other responsive pleading within twenty (20) days, you will be deemed to have admitted all the allegations in this complaint in accordance with Section 5.61 of the Commission's Rules of Administrative Practice and Procedure, 52 Pa. Code Section 5.61. In that event, the Commission may, without hearing, enter an order which either revokes or suspends any certificate or permit held by you or which imposes a fine or any other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C.S. Section 101, et seq.; and, if

you are a customer of a utility, an order may be entered which prescribes a payment schedule or which authorizes termination of utility services. The Commission is not limited to the relief sought by the complainant in paragraph 4 of the attached complaint.

3. If you elect to satisfy this complaint you must file, within twenty (20) days from the date on which this complaint is served, affidavits executed by each complainant that this complaint has been satisfied. Such affidavits must describe the basis on which this complaint was satisfied; any settlement agreement between the parties must be reduced to writing and attached to the affidavit. Such affidavits are to be filed with the Secretary of the Commission at the address set forth in paragraph 1. Upon receipt of affidavits of satisfaction from all complainants, this complaint may be dismissed by the Commission in accordance with Section 703(a) of the Public Utility Code, 66 Pa. C.S. Section 703(a), unless the Commission determines that such dismissal would be contrary to the public interest, in which event the Commission may direct that hearings be held upon the complaint.

4. If you file an answer which admits the allegations in this complaint, or which fails to specifically deny the allegations in this complaint, the Commission may, without hearing, enter an order which either revokes or suspends any certificate held by you or which imposes a fine or any other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C. S. Section 101, et seq.; and, if you are a customer of a utility, an order may be entered which prescribes a payment schedule or which authorizes termination of utility services. The Commission is not limited to the relief sought by the complainant in paragraph 4 of the attached complaint.

5. If you file a timely answer which specifically denies the allegations in this complaint, or which raises material questions of law or fact, this matter shall be referred to the Office of Administrative Law Judge for hearing and decision. If, after hearing on the issues raised by that answer, you are found to have committed any of the violations alleged in the complaint, the Administrative Law Judge may render a decision which either revokes or suspends any certificate or permit held by you or which imposes a fine or any other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C. S. Section 101, et seq.; and, if you are a customer of a utility, an order may be entered which prescribes a payment schedule or which authorizes termination of utility services. In the imposition of a penalty after a hearing the Administrative Law Judge is not bound by the relief sought by the complainant in paragraph 4 of the attached complaint.



James J. McNulty
Secretary

(SEAL)

Certified Mail
Return Receipt Requested

February 6, 2007

RECEIVED

FEB 06 2007

VIA OVERNIGHT MAIL
James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, Pennsylvania 17120

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Re: Angel Deleon v. Pennsylvania-American Water Company
Docket No. C-20077293

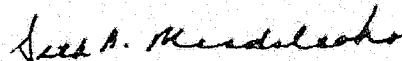
DOCUMENT
FOLDER

Dear Secretary McNulty:

On behalf of Pennsylvania-American Water Company, I enclose an original and three copies of its Answer and New Matter to the Formal Complaint of Angel Deleon, an Entry of Appearance and Certificate of Service regarding this matter

As evidenced by the enclosed Certificate of Service, all parties to this proceeding have been duly served. Please time stamp the extra copy of this letter and return it to me in the stamped self-addressed envelope.

Respectfully submitted,



Seth A. Mendelsohn

Enclosures

c: Angel Deleon
Judy Jordan

Pennsylvania American Water

Seth A. Mendelsohn
Corporate Counsel

800 West Hersheypark Drive
Hershey, PA 17033 USA

T 717 533-5000
F 717-531-3252

E seth.mendelsohn@amwater.com
I www.pawc.com

ORIGINAL

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION

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FEB 06 2007

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

In the matter of:

Re: Angel Delcon v. Pennsylvania-American Water Company
Docket No. C-20077293

NOTICE OF APPEARANCE

Please enter my appearance in the above-designated matter on behalf of Respondent, Pennsylvania-American Water Company. I am authorized to accept service on behalf of said participant in this matter. I am already receiving or have access to a copy of each document issued by the Pennsylvania Public Utility Commission in this matter and do not on the basis of this notice require an additional copy.

DOCUMENT
FOLDER

DOCKETED
FEB 16 2007

Seth A. Mendelsohn
Seth A. Mendelsohn
800 West Hershey Park Drive
Hershey, Pennsylvania 17033
(717) 533-5000

Dated: February 6, 2007

ORIGINAL

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

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FEB 06 2007

ANGEL DELEON,
Complainant

v.

PENNSYLVANIA-AMERICAN WATER
COMPANY,
Respondent

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

DOCKET NO. C-20077293

DOCUMENT
FOLDER

ANSWER TO FORMAL COMPLAINT OF ANGEL DELEON

NOW COMES the Respondent, Pennsylvania-American Water Company (the "Company"), by its attorney, and answers the Formal Complaint of Angel Deleon as follows:

1. Admitted.

2. Admitted.

3. Admitted.

4. A. Denied.

4. B. Admitted in part; Denied in part. It is Admitted that the Company

transferred an outstanding debt for Diana Martinez to Complainant's account. It is Denied that the Company's transfer of the amount -- for a co-responsible party who was identified by Complainant -- is unlawful. It also is Denied that Complainant did not have service in his name at this residence in the past. By way of further information, Complainant had service in his name from February 1, 2002 to October 4, 2002. Complainant left an outstanding balance of \$706.27. It is Denied the Company has required payment of the outstanding amount. It also is Denied that Complainant ever paid this outstanding amount nor any amounts on his new account.

5. Paragraph No. 5 of the Complaint is a prayer for relief to which no response is required. To the extent that any of the remaining averments in Paragraph No. 5 are construed as allegations for which a response is required, the Company denies any and all such allegations.

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

6. This is a statement to which no response is required.
7. Admitted.
8. This is a statement to which no response is required.


NEW MATTER

9. The averments contained in Paragraphs 1 through 8 are hereby incorporated by reference.

10. The Complaint fails to state a cause of action for which relief may be granted.

WHEREFORE, Pennsylvania American Water requests your Honorable Commission to dismiss, without hearing, the Formal Complaint of Angel Deleon at Docket No. C-20077293.

Respectfully submitted,



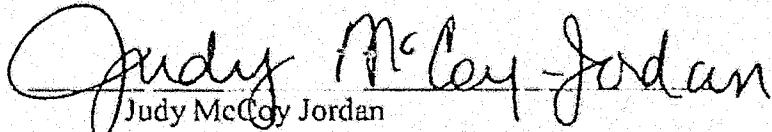
Seth A. Mendelsohn
Corporate Counsel
Pa. Attorney I. D. 77063
Pennsylvania-American Water Company
800 West Hershey Park Drive
Hershey, Pennsylvania 17033

Dated: February 6, 2007

ORIGINAL

VERIFICATION

I, JUDY MCCOY JORDAN, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).



Judy McCoy Jordan
Collection and Compliance Supervisor
Pennsylvania-American Water Company

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