

CAPTION SHEET

CASE 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: 11/02/06
8. DOCKET NO: C-20067054	:	9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: MAGLIOLA, ROBERT & LINDA

RESPONDENT/APPLICANT: PA-AMERICAN WATER CO

COMP/APP COUNTY:

UTILITY CODE: 212285

ALLEGATION OR SUBJECT

COMPLAINANT STATES BACK PAYMENT SHOULD BE GIVEN FOR WATER BILL PAID FOR ON UNBUILDABLE PROPERTY. THEY WOULD LIKE THE PUC TO HAVE PA-AMERICAN WATER PAY BACK BILLS OF \$825.00 SINCE THEY TOOK OVER FOR HICKORY WATER COMPANY.

**DOCUMENT
FOLDER**

DOCKETED
NOV 09 2006

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Formal Complaint Form

Please print or type.

C-20067054

1. CUSTOMER NAME (COMPLAINANT)

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

Name ROBERT + Linda MAGLIOLA

Street/P.O. Box 1822 STUYVESANT AVE Apt#

City EAST Meadow State N.Y. Zip 11554

County NASSAU

Area Code/HOME Phone 516 794-5029

Area Code/WORK Phone

Utility Account Number 24-0423222-1 (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 ROBERT MAGLIOLA

Street/P.O. Box LOT 41 BLK W-2101 Sec. 21 (wild acres)

City DINGMAN'S FERRY State Pa Zip 18328

2. UTILITY NAME (RESPONDENT)

PENNSYLVANIA AMERICAN WATER

Name of utility company your complaint concerns: + HICKORY WATER Co.

3. TYPE OF UTILITY (check one)

ELECTRIC

STEAM HEAT

GAS

WASTE WATER

WATER

MOTOR CARRIER

(taxi, moving company, limousine)

TELEPHONE (local, long distance)

RECEIVED

63

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. *Money owed that was paid to water company*
(explain) *on a piece of unbuildable property.*

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.

See attached paper.
Next page

5. RELIEF

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

See attached paper
Next page

QUESTION 4B

April 5, 2006 received a letter from the Pennsylvania American Water Co. it stated I would receive a credit of \$820.15. After months of calling to find out what this was, I finally got a check and an answer in September 2006.

The letter stated that it was a refund for charges billed from December 21, 1995 through March 16, 2006 for the Dingman's Ferry property that was deemed unbuildable shortly after we purchased it in 1981, (See ATTACHMENT C) showing when we purchased the property. I have owned the property since 1981 and paid \$18.75 quarterly to the Delaware Water Co./Hickory Water Company from 1983 – 1995. I asked about the money I paid the Hickory Water Company and was told by the Pennsylvania Water Company that they will not honor, and has no legal responsibility to honor any request for refund beyond the time in which it acquired Hickory Water's assets. I was under the impression that when a company acquires another company they also take on their debts.

Attached a letter from Pennsylvania American Water Company, in response to my letter to their President. (ATTACHMENT A)

I also have my receipts that I paid to the Delaware Water Co./Hickory Water Company from 1983 – 1994. Samples 1 – 5, please note on page #4 Delaware Water became Hickory Water, same address and phone number. (ATTACHMENTS B)

QUESTION 5

I am requesting additional monies owed from 1983 – 1/95, \$75/yr. = \$825.00. I have my receipts that I paid Delaware/Hickory Water Co. and should be honored by Pennsylvania American Water Co. I was told by Theresa Duba, Customer Care Specialist that she didn't know if Hickory was still in business. I have tried to locate them but didn't have any luck. Attached are a few samples of my receipts paid to Delaware/Hickory as stated in question 4B.

attachment



September 27, 2006

Mr. & Mrs. Robert Magliola
1822 Stuyvesant Avenue
East Meadow, NY 11554

RE: Water Account #24-0423222-1 for Unbuildable Property and Account Status
Premise Address: Sc21Bn2101Lt041, Dingmans Ferry PA, 18328

Dear Mr. & Mrs. Robert Magliola:

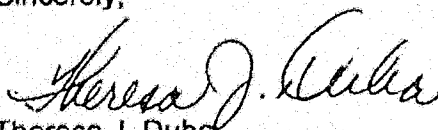
Thank you for your September 11 letter to Don Correll, President and CEO of American Water, regarding the above referenced account. Please accept our sincere apology for the delay you experienced in getting this account closed, the charges credited and refunded to you.

Your account has been closed as of March 16, 2006 and a credit entered and refunded for \$820.15, which reimburses the charges billed from December 21, 1995 through March 16, 2006. Per our previous telephone discussions, I had mentioned that Pennsylvania American Water limitation may start as of the date of the acquisition in 1995

Please be advised that American Water Company has no legal responsibility to refund dollars collected for availability charges until such time as the Company has knowledge that the property is unbuildable. Hickory Water Company was acquired by Pennsylvania American Water on December 31, 1995. Pennsylvania American Water is not honoring, and has no legal responsibility to honor, any request for refund beyond the time in which it acquired Hickory Water's assets.

Thank you for bringing this issue to our attention and giving us the opportunity to resolve this matter for you. If you have any further questions or concerns, please contact me at 866-957-2886, extension 4613.

Sincerely,


Theresa J. Duba
Sr. Customer Care Specialist
American Water - Alton Call Center
1410 Discovery Parkway Alton, IL 62002
T: (618) 433- 4613
F: (618) 433- 4664
E: tduba@amwater.com

cc: Don Correll, President and CEO of American Water
Daniel Warnock, Regional President of American Water, Southeast Region
Glenn Milton, Vice President Customer Service, Alton Call Center, Alton, IL

attach (B)

DATE	DESCRIPTION	REFERENCE	CHARGES	CREDITS
11-01-93	AMOUNT OF YOUR LAST BILL		\$18.75	
11-01-93	PAYMENTS RECEIVED SINCE YOUR 08/01/93 STATEMENT	08-30-1993 522		\$18.75
11-01-93	CHARGE FOR WATER SERVICE FROM 08-01-93 TO 10-31-1993		\$18.75	

LOT: 21-2101-041
 PAYMENT DUE BY 11-30-1993
 PLEASE PAY BY THE DUE DATE

#572
 11/26/93

THANK YOU FOR KEEPING YOUR ACCOUNT CURRENT.
 THANK YOU FOR YOUR PAYMENT.

ACCOUNT # RATE/QTR
 12385 \$18.75

HICKORY WATER COMPANY
 PUBLIC SERVICE WATER

PLEASE PA
 \$18.75

FOR CUSTOMER SERVICE AND 24 HOUR EMERGENCY SERVICE CALL (717) 828-8306
 RATES/REGULATIONS MAY BE INSPECTED AT PSWC OFFICE RT 6 & 507 HAWLEY, PA.

DATE	DESCRIPTION	REFERENCE	CHARGES	CREDITS
02-01-94	AMOUNT OF YOUR LAST BILL		\$18.75	
02-01-94	PAYMENTS RECEIVED SINCE YOUR 11/01/93 STATEMENT	11-29-1993 572		\$18.75
02-01-94	CHARGE FOR WATER SERVICE FROM 11-01-93 TO 01-31-1994		\$18.75	

LOT: 21-2101-041
 PAYMENT DUE BY 02-28-1994
 PLEASE PAY BY THE DUE DATE

THANK YOU FOR KEEPING YOUR ACCOUNT CURRENT.
 THANK YOU FOR YOUR PAYMENT.

ACCOUNT # RATE/QTR
 12385 \$18.75

HICKORY WATER COMPANY
 PUBLIC SERVICE WATER

PLEASE PAY
 \$18.75

FOR CUSTOMER SERVICE AND 24 HOUR EMERGENCY SERVICE CALL (717) 828-8306
 RATES/REGULATIONS MAY BE INSPECTED AT PSWC OFFICE RT 6 & 507 HAWLEY PA.

Attachment (B)
 1-5

①

DATE	CHARGES AND CREDITS	AMOUNT
	ACCT# 21-2101-041	
11/01/89	PREVIOUS BALANCE	18.75
12/08/89	PAYMENT <i>H</i> <i>2408</i>	18.75
	BALANCE FORWARD <i>3/6</i>	0.00
	SERVICE <u>11/01/89 THRU 01/31/90</u>	18.75
	PLEASE PAY THIS AMOUNT BY 02/28/90	18.75

PAY LAST AMOUNT
IN THIS COLUMN

HICKORY WATER COMPANY, INC.
(717) 629-5970 WATER SERVICE (717) 828-8306

Thank You

PLEASE RETAIN THIS PORTION OF STATEMENT FOR YOUR RECORDS

DATE	DESCRIPTION	REFERENCE	CHARGES	CREDITS
02-01-92	DATE OF THIS STATEMENT			
02-01-92	PREVIOUS BALANCE		\$0.00	
02-01-92	YOUR 11/91 BILL LESS PAYMENTS RECEIVED UP TO 01-31-92 CHARGE FOR WATER SERVICE FROM <u>11-01-91 TO 01-31-92</u>	<i># 174</i> <i>2/2/92</i>	\$18.75	
PLEASE DO NOT TAMPER WITH OR USE THE TURN ON/OFF VALVE IN FRONT OF YOUR RESIDENCE. THIS IS WATER COMPANY PROPERTY.				
CUST. TYPE STANDBY			HICKORY WATER COMPANY PUBLIC SERVICE WATER CO	PLEASE PAY: \$18.75

FOR CUSTOMER SERVICE AND 24 HOUR EMERGENCY SERVICE CALL (717) 828-8306
HICKORY WATER COMPANY RATES/REGULATIONS MAY BE INSPECTED AT PSC OFFICE RT 5 2 507 HAWLEY PA

2

ITEM NUMBER	ITEM DATE	NET DUE BY	PURCHASE ORDER/ CROSS REFERENCE	DIVISION	ITEM AMOUNT	BALANCE
8-1/10311983	11/01/83	12/01/83	AUG THRU OCT		18.75	18.75
					111	
					11/20/83	

CURRENT	1 - 30	31 - 60	61 - OVR	TOTAL DUE
18.75	.00	.00	.00	18.75

IF YOU HAVE ANY QUESTIONS CONCERNING
THIS BILL, PLEASE CALL
(717)-421-5819

ITEM NUMBER	ITEM DATE	NET DUE BY	PURCHASE ORDER/ CROSS REFERENCE	DIVISION	ITEM AMOUNT	BALANCE
2-1/4-30-84	05/01/84	05/31/84	FEB THRU APR		18.75	18.75
					# 12/8	
					3/19/84	

CURRENT	1 - 30	31 - 60	61 - OVR	TOTAL DUE
18.75	.00	.00	.00	18.75

IF YOU HAVE ANY QUESTIONS CONCERNING
THIS BILL, PLEASE CALL
(717)-421-5382 DELAWARE WATER CO

5

Attachment (C)

Marcon, Inc.

DEVELOPERS OF WILD ACRES LAKES

P.O. Box 460 • 155 Willowbrook Boulevard
Wayne, New Jersey 07470
TELEPHONES: 201-785-3400 • 212-594-1060



Sept. 13, 1981

Mr. & Mrs Robert Magliola,

In answer to your question, the water and sewerage will be operable on or before March of 1982.

Enclosed please find a page from the New York Offering Statement, with the price of your lot, Lot 44, Block 2101, Section 21.

wrong lot #, should be 41

This never happened

Thank You,

Ron Powers

Land Sales Manager:

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

See attachment "A" their response to my letter.

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 ROBERT MAGLIOLA, MAGLIOLA ^{Linda}, 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).

Robert Magliola & Linda Magliola (Signature) 10/30/06 (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
----------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------

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.



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

IN REPLY PLEASE
REFER TO OUR FILE

2154019

OCTOBER 10, 2006

LINDA & ROBERT MAGLIOIA
1822 STUYVESANT AVE
EAST MEADOW, NEW YORK 11554

Mr. & Mrs Magliola:

I am writing in response to the letter you sent to our Bureau of Consumer Services concerning Pa. American Water and Hickory Water.

I am providing you with a formal complaint form. By filing a formal complaint with the Pa. Public Utility Commission (PUC), a PUC judge will hear your case. There is no cost to you to file this formal complaint.

If you have any additional questions I can be reached directly at (717) 772-1720.

Sincerely,

Valerie Fisher
Informal Complaints Investigator
Bureau of Consumer Services

attached
paperwork of
our complaint.



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

IN REPLY PLEASE
REFER TO OUR FILE

DATE SERVED: NOVEMBER 9, 2006

C-20067054

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 ROBERT & LINDA MAGLIOLA. 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.

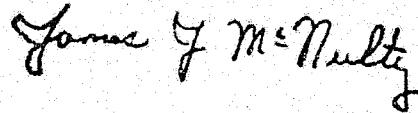
Detailed instructions on how to proceed are contained in the attached pages. You are advised to read them carefully.

NOVEMBER 9, 2006

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,

A handwritten signature in cursive script that reads "James J. McNulty". The signature is written in black ink and is positioned above the typed name and title.

James J. McNulty
Secretary

SS

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

DATE SERVED: NOVEMBER 9, 2006

ROBERT & LINDA MAGLIOLA
Complainant

v.

PENNSYLVANIA AMERICAN WATER COMPANY
Respondent

Complaint Docket
No: C-20067054

NOV 15 2006

DOCKETED

FORMAL COMPLAINT NOTICE TO RESPONDENT TO ANSWER OR SATISFY

TO: PENNSYLVANIA AMERICAN WATER COMPANY

**DOCUMENT
FOLDER**

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).

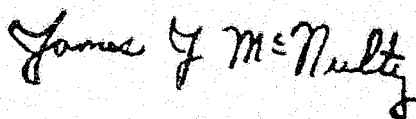
2. If you fail to either satisfy this complaint or to file answer or other responsive pleading within twenty (20) days, you will be deemed to have admitted all the allegations in this complaint in accordance with Section 5.61 of the Commission's Rules of Administrative Practice and Procedure, 52 Pa. 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

ORIGINAL

November 27, 2006

RECEIVED

NOV 27 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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

Re: Robert & Linda Magliola v. Pennsylvania-American Water Company
Docket No. C-20067054

Dear Secretary McNulty:

On behalf of Pennsylvania American Water, I enclose an original and three copies of its Answer and New Matter to the Formal Complaint of Robert & Linda Magliola, 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.

DOCUMENT
FOLDER

Respectfully submitted,



Seth A. Mendelsohn

Enclosures

c: Robert & Linda Magliola
Judy Jordan

Pennsylvania American Water

Seth A. Mendelsohn
Corporate Counsel
800 West Hershey Park Drive
Hershey, PA 17033 USA
T 717-533-5000
F 717-531-3252
E seth.mendelsohn@amwater.com
I www.pawc.com

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

ORIGINAL

In the matter of:

Re: Robert & Linda Magliola v. Pennsylvania-American Water Company
Docket No. C-20067003

NOTICE OF APPEARANCE

Please enter my appearance in the above-designated matter on behalf of Respondent, Pennsylvania American Water. 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.



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

Dated: November 27, 2006

DOCUMENT
FOLDER

DOCKETED
NOV 30 2006

RECEIVED

NOV 27 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUILDING

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

ORIGINAL

ROBERT & LINDA MAGLIOLA,
Complainant

v.

PENNSYLVANIA-AMERICAN WATER
COMPANY,
Respondent

DOCKET NO. C-20067054

ANSWER TO FORMAL COMPLAINT OF ROBERT & LINDA MAGLIOLA

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

1. Admitted.
2. Admitted.
3. Admitted.
4. A. No response is required. To the extent a response is required, it is

Denied that the Company has done anything unlawful or in violation of its approved tariff.

4. B. Admitted in part; Denied in part. It is Admitted that the Company provided a refund to Complainant for certain availability fees Complainants paid to the Company. It is Denied that the Company has any legal obligation to refund fees paid by Complainant to the predecessor water company. Complainant's statement that "I was under the impression that when a company acquires another company they also take on their debts" is Denied. Rather, the purchase agreement of October 17, 1994, between the Hickory Water Company, Inc. and the Company (Pennsylvania-American Water Company) states

"ASSUMPTION OF LIABILITIES. It is understood and agreed that Purchaser (Pennsylvania-American Water Company) is purchasing assets and does not assume any obligations or

DOCUMENT
FOLDER

RECEIVED
NOV 27 2006
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

DOCKETED
NOV 30 2006

liabilities of Sellers (Hickory Water Company, Inc.).” See ¶9 of the Purchase Agreement included as Attachment 1.

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.

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 Robert & Linda Magliola at Docket No. C-20067054.

Respectfully submitted,


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

Dated: November 27, 2006

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

ROBERT & LINDA MAGLIOLA, :
Complainant :
:

v. :

DOCKET NO. C-20067054

PENNSYLVANIA-AMERICAN WATER :
COMPANY. :
Respondent :

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document, Pennsylvania American Water's Answer and New Matter to the Formal Complaint, upon the participants listed below, in accordance with the requirements of §1.54:

VIA OVERNIGHT MAIL

Robert & Linda Magliola
1822 Stuyvesant Ave.
East Meadow, NY 11554

Dated this 27th day of November, 2006.

Seth A. Mendelsohn
Seth A. Mendelsohn
Corporate Counsel
Pa. Attorney I.D. 77063
Pennsylvania American Water
800 West Hershey Park Drive
Hershey, Pennsylvania 17033
(717) 533-5000

RECEIVED

NOV 27 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S OFFICE

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into as of the 17 day of October, 1994, by and between HICKORY WATER COMPANY, INC., POCONO FARMS EAST WATER COMPANY, INC., and SILVER WATER COMPANY, INC., corporations organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as "Sellers"), and PENNSYLVANIA-AMERICAN WATER COMPANY, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as "Purchaser"),

WITNESSETH

WHEREAS, Sellers are the owners of three public water supply systems which service parts of Coolbaugh Township, Monroe County, and Delaware Township, Pike County, Pennsylvania, and;

WHEREAS, Purchaser is the owner of a public water supply system serving various areas in Pennsylvania, and;

WHEREAS, Sellers are willing to sell the assets of their public water supply systems to Purchaser, and Purchaser is willing to purchase said assets.

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the respective covenants and agreements of the parties hereinafter set forth, the parties hereto, intending to be legally bound hereby, do covenant, contract and agree as follows:

1. ACQUISITION OF SELLERS' WATER SYSTEM PROPERTIES. Subject to the terms, representations and conditions set forth in this Agreement, Sellers agree to sell and Purchaser agrees to purchase all of the physical plant,

RECEIVED

NOV 27 2006

ATTACHMENT A

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

property, equipment, and facilities comprising the existing water supply systems owned and operated by Sellers for providing water service to the public in and about Coolbaugh Township, Monroe County, and Delaware Township, Pike County, Pennsylvania (the "Water Systems"), free and clear of all liens and encumbrances whatsoever. The Water Systems shall include, without limitation, all land and land rights, structures, and improvements (including buildings and fixtures, and including all land and land rights, structures, and improvements owned by Delaware Utilities, Inc.), wells, springs and reservoirs, if any, supply mains, equipment, tanks, transmission and distribution mains, services, meters, hydrants, valves, fittings, materials and supplies applicable to Sellers' water supply systems, related facilities, and appurtenances, rights, titles, and interests of Sellers in and to such land, franchises, licenses, easements, rights of way, and permits as related to Sellers' water supply systems. Sellers shall deliver a general warranty deed to Purchaser for all real estate involved in this transaction.

2. PURCHASE PRICE FOR THE WATER SYSTEMS. The total purchase price of the Water Systems is Seven Hundred Fifty Thousand (\$750,000) Dollars, payable on the date of Closing. It is further understood and agreed that all obligations of any nature whatsoever, whether owed to Sellers by others or owed by Sellers to others, on date of Closing shall be and remain with Sellers. Accounts receivable for water services rendered by Sellers through the close of business on the date of Closing shall belong to Sellers, and accounts receivable for water services rendered thereafter shall belong to Purchaser.

3. REPRESENTATIONS AND WARRANTIES OF SELLERS. Sellers represent and warrant to Purchaser that:

3.1. Sellers are validly existing and are duly authorized to own and operate the Water Systems.

3.2. Sellers have good and marketable title to the Water Systems, free and clear of all liens and encumbrances whatsoever.

3.3. The execution, delivery, performance and acceptance of this Agreement by Sellers has been duly authorized by all necessary action; this Agreement constitutes a valid and binding obligation of Sellers enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement by Sellers will not violate any provision of law.

3.4. As of Closing, the execution, delivery and performance of this Agreement by Sellers will not conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, the terms of any agreement or instrument to which Sellers are a party.

3.5. Sellers have not knowingly violated any local, state or federal law, rule or regulation with respect to the use of the Water Systems in the manner in which the Water Systems are now being used.

3.6. There is no known action or litigation pending and none are known to be threatened against or affecting the Sellers in any court or before any commission, board or other administrative agency, and there are no known laws, ordinances, regulations or official orders now in effect or pending which would adversely affect in a material way the Water Systems or the use of

the Water Systems in the manner in which they are now being used, except as set forth at Exhibit A attached hereto and made a part hereof.

3.7. To the best of the Sellers' knowledge, information and belief, as of the date of this Agreement, there are no toxic or other dangerous conditions of the property, no assessments for public improvements have been made affecting the property, or any part thereof, which remain unpaid, and no notice of any government or any other authority has been served upon Sellers or any one on Sellers' behalf, including notices relating to violations of environmental contamination, building and safety, or fire ordinances which remain uncorrected. Sellers shall be responsible for any and all notices served upon Sellers after the approval of this Agreement and until the date of Closing and for the payment of any assessments and charges made of any public improvements made after the approval of this Agreement and until the date of Closing.

3.8. The certificate of Sellers' to be delivered to Purchaser in accordance with the provisions hereof shall be true and correct as of the Closing date.

4. COVENANTS OF SELLERS. Sellers covenant and agree that pending the Closing:

4.1. Sellers will operate the Water Systems only in the ordinary course of business and in accordance with all applicable local, state, and federal laws, rules and regulations.

4.2. Except normal and usual commitments for the purchase of materials and supplies, no contract or commitment shall be entered into by or on behalf of the Sellers relating to the Water Systems which would materially affect

the operation of the Water Systems after Closing, except for those commitments approved in writing by Purchaser.

4.3. Sellers will take all action necessary to cause the release, cancellation and discharge of any and all liens or encumbrances, so that as of the Closing, the Water Systems will be free and clear of any and all such liens and encumbrances.

5. MANAGEMENT, OPERATION AND MAINTENANCE SERVICES. Upon Closing, Purchaser, at its sole cost, will undertake to provide all management, operation and maintenance of the Water Systems, and Purchaser will provide all facilities needed to serve the Water Systems.

6. COMMISSION APPROVAL. The parties recognize and expressly agree that the consummation of this transaction is conditioned upon approval by the Pennsylvania Public Utility Commission ("Commission"). Sellers and Purchaser covenant and agree to diligently and expeditiously file and proceed with the necessary proceedings to obtain the approval of the Commission for: (a) the acquisition by Purchaser of the Water Systems; (b) the right of Purchaser to provide water service to the public in the area of the Water Systems in Coolbaugh Township, Monroe County, and Delaware Township, Pike County, in which Sellers are presently authorized to serve; and (c) the right of Purchaser, as of the Closing date, to provide water service to Sellers' customers. Purchaser agrees that, within 30 days of the execution of this Agreement, Purchaser shall initiate the necessary proceedings to obtain the approval of the Commission. Time is of the essence of this Agreement. Sellers, by this Agreement, covenant and agree to provide such information, documents and assistance as may be reasonably requested

by Purchaser in connection with any such proceedings and to otherwise cooperate in the initiation and prosecution of any such proceedings.

7. CONDITIONS TO PURCHASER'S OBLIGATIONS. The obligations of Purchaser under this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions:

7.1 Sellers' representations and warranties contained in this Agreement shall be true at and as of the time of Closing as though such representations and warranties were made at and as of such time, and Sellers shall deliver to Purchaser a certificate executed by its proper representatives, and dated the Closing date, to such effect.

7.2. Sellers shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing, and Sellers shall deliver to Purchaser a certificate executed by its proper representatives, and dated the Closing date, to such effect.

7.3. All necessary action shall have been taken to cause the release, cancellation and discharge of any and all liens and encumbrances so that as of the Closing, the Water Systems shall be free and clear of any and all such liens and encumbrances, and the Sellers shall have provided Purchaser with such opinions, instruments or documents as Purchaser may reasonably request, and in form and substance satisfactory to Purchaser, evidencing the release, cancellation and discharge of any and all liens and encumbrances and that the Water Systems are not subject to any liens or encumbrances.

7.4. The Commission shall have approved by the issuance of a certificate of public convenience, the acquisition by Purchaser of the Water Systems and the right of Purchaser to provide water service to the public in the area presently being served by Sellers.

7.5. Each Seller shall have delivered to Purchaser: (a) a certificate, executed by its authorized representative and in form and substance satisfactory to Purchaser, listing (i) the amount of its net outstanding long-term debt or notes, if any, (ii) all unexpired customers' advances for construction and unexpended contributions in aid of construction as of the Closing date, and (iii) any and all additions or retirements to the Water System during the period from the date of this Agreement to the Closing date, together with the cost thereof; and (b) copies of any deeds, easements or other agreements affecting the Water System.

7.6. Each Seller shall have delivered to Purchaser a certificate listing all materials and supplies owned by Seller as of the Closing and applicable to Seller's Water System.

7.7. Each Seller shall have delivered to Purchaser the opinion of its Counsel, in form and substance satisfactory to Purchaser, to the best of Counsel's knowledge based on the information available to Counsel, with respect to the matters referred to in subsections 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7 and 7.3 hereof.

7.8. Each Seller shall have delivered to Purchaser the deeds, easements or assignments of easements, bills of sale, and such other instruments

or documents, if any, in such form as will permit the operation of the Water System after Closing.

7.9. Each Seller shall have delivered to Purchaser a copy of the Resolutions, certified by its proper representative, approving the execution, delivery and performance of this Agreement, together with the certificate of its proper representative that said Resolutions are in full force and effect and were duly adopted.

8. CLOSING. The Closing, as referred to in this Agreement shall be held at such time and place as may be fixed by the parties hereto, and shall be held within ninety (90) days of executing this Agreement or within thirty-five (35) days following the date on which all of the conditions set forth in Sections 3, 4, and 7 of this Agreement have been met, whichever is later. Provided, however, that if Closing does not occur within six months from the date of the Agreement, either party may cancel the Agreement by giving written notice to the other party, and neither party shall be further obligated to the other party under this Agreement.

In addition to such other instruments and documents as are to be delivered to Purchaser by Sellers on or prior to the Closing, as provided herein, Sellers shall deliver to Purchaser at the Closing all books and records and other documents maintained by Sellers relating to the Water Systems.

9. ASSUMPTION OF LIABILITIES. It is understood and agreed that Purchaser is purchasing assets and does not assume any obligations or liabilities of Sellers. Sellers will not terminate or fail to renew any of its insurance coverage prior to Closing.

10. RISK OF LOSS. Sellers assume all risks of destruction, losses or damage to Water Systems due to fire or other casualty up to the Closing. In the event any of the Water Systems shall be destroyed or damaged prior to the Closing, the part or parts so destroyed or damaged shall be replaced or repaired by Sellers at their sole cost and expense, unless Purchaser agrees that the purchase price provided herein may be reduced by an amount equal to the estimated cost of replacement or repair of the part or parts so destroyed or damaged; provided, however, if any such destruction or damage shall, in the opinion of Purchaser, be so extensive as to materially and adversely affect the operating condition of the Water Systems, then and in that event, Purchaser shall not be obligated to consummate the purchase and sale contemplated herein, and Purchaser shall not have any obligations whatever to Sellers by reason hereof.

11. ACCESS AND INFORMATION. Sellers will give to authorized representatives of Purchaser full access during normal business hours throughout the period prior to Closing to all the properties, books, contracts, commitments, and records of Sellers relating to the Water Systems, and furnish Purchaser during such period with all such information relating thereto as Purchaser may reasonably request.

12. INDEMNIFICATION BY SELLERS. Sellers will indemnify and hold harmless Purchaser at all times after the date of this Agreement, against and in respect of any and all damage or deficiency resulting from any misrepresentation, breach of warranty or nonfulfillment of any agreement or covenant on the part of Sellers as set forth in this Agreement.

13. REALTY TRANSFER TAXES. Sellers and Purchaser agree to each pay one-half of any realty transfer taxes that may be due or owing as the result of the within transaction, and the parties agree to prorate any property taxes.

14. SURVIVAL OF REPRESENTATIONS AND WARRANTIES. All representations, warranties and agreements made by Sellers and Purchaser in this Agreement or pursuant hereto shall survive the Closing.

15. PENNSYLVANIA LAW TO GOVERN. This Agreement is being delivered in the Commonwealth of Pennsylvania and shall be construed and enforced in accordance with the laws of such State.

16. SECTION HEADINGS. The Section headings herein have been inserted for convenience of reference only and shall in no way modify or restrict any of the terms or provisions hereof.

17. NOTICES. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class, postage prepaid, registered mail, return receipt requested:

To Sellers: PO Box 608
Mt. Pocono, PA 18344

To Purchaser: 800 West Hersheypark Drive
Hershey, PA 17033

18. SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of and be binding upon the successors and assignees of Purchaser and Sellers.

ATTEST:

Kelvin H. Boland
Secretary

HICKORY WATER COMPANY, INC.

Kelvin H. Boland
President

[SEAL]

ATTEST:

Kelvin H. Boland
Secretary

POCONO FARMS EAST WATER COMPANY, INC.

Kelvin H. Boland
President

[SEAL]

ATTEST:

Kelvin H. Boland
Secretary

SILVER WATER COMPANY, INC.

Kelvin H. Boland
President

[SEAL]

ATTEST:

J. A. Redmond
Secretary

PENNSYLVANIA-AMERICAN WATER COMPANY

W. J. ...
(Vice) President

[SEAL]

Kelvin H. Boland
Secretary

JOINED AND ENTERED INTO BY
DELAWARE UTILITIES, INC.

Kelvin H. Boland
President

- (a) Order of the Delaware River Basin Commission, Docket No. D-87-31 CP Renewal with respect to Hickory Water Company, dated April 28, 1994.
- (b) Complaint of Benasa Realty Company v. Hickory Water Company before the Pennsylvania Public Utility Commission at Docket No. C-00946070.
- (c) Complaint of Benasa Realty Company v. Silver Water Company before the Pennsylvania Public Utility Commission at Docket No. C-00946073.
- (d) Opinion and Order of Pennsylvania Public Utility Commission in Citizens Savings Association v. Hickory Water Company at Docket No. C-00934805.
- (e) Opinion and Order of Pennsylvania Public Utility Commission in Thomas J. DeRosa v. Hickory Water Company at Docket No. C-00924536.

RECEIVED

NOV 27 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

EXHIBIT A

ADDENDUM TO PURCHASE AGREEMENT

WHEREAS, on October 17, 1994, PENNSYLVANIA-AMERICAN WATER COMPANY ("Purchaser") and HICKORY WATER COMPANY, INC., PCCONO FARMS EAST WATER COMPANY, INC., and SILVER WATER COMPANY, INC., entered into a Purchase Agreement wherein Sellers agreed to sell the assets of their public water supply systems which service parts of Coolbaugh Township, Monroe County, and Delaware Township, Pike County, Pennsylvania, and Purchaser agreed to purchase the said assets, under certain terms and conditions; and

WHEREAS, under Paragraph 6 of said Purchase Agreement, the necessary proceedings to obtain the approval of the Pennsylvania Public Utility Commission ("Commission") for the consummation of the transaction were to be initiated within 30 days of the execution of the Purchase Agreement; and

WHEREAS, the parties desire to extend the date for the initiation of the necessary proceedings to obtain Commission approval to 18 days following execution of this Addendum; and

WHEREAS, the parties desire to condition said extension of time upon certain additional terms and conditions.

NOW, THEREFORE, it is agreed by and between the parties hereto in consideration of the mutual covenants contained, as follows:

1. Paragraph 6 of the Purchase Agreement is amended to extend the date for making application to the Commission for approval of the sale and purchase of the Water Systems to no later than fifteen (15) days following execution of this Addendum.
2. Purchaser agrees that it shall, at the time of Closing, reimburse Sellers for all documented costs reasonably incurred by Sellers to install meters on existing Hickory Water Company, Inc., connections after the execution of this Addendum, in order to comply with the schedule for installing meters set forth at Paragraph g of the Decision of the Delaware River Basin Commission at Docket No. D-87-31 CP Renewal, dated April 28, 1994, a copy of which is attached hereto as Exhibit A.
3. The parties further agree that if Commission action on the applications is delayed because protests are filed to the Purchaser's proposed

phase-in of its rates, but no protests are filed against Purchaser's right to acquire the Water Systems, or Purchaser's right to provide service in Sellers' existing certificated territory, or Sellers' right to abandon service in its certificated service territory, the parties will request that the issues pertaining to rates be bifurcated from the remaining portion of the applications before the Commission, and, to the extent permitted by the Commission, the parties agree to Close the transaction upon approval by the Commission of Purchaser's right to acquire the Water Systems, Purchaser's right to provide service in Sellers' existing certificated territory, and Sellers' right to abandon service in its certificated service territory, regardless of the status of that portion of the applications relating to the phase-in of rates.

ATTEST:

Kelvin H. Beland
Secretary

(SEAL)

HICKORY WATER COMPANY, INC.

Kelvin H. Beland
President

ATTEST:

Kelvin H. Beland
Secretary

(SEAL)

POCONO FARMS EAST WATER COMPANY, INC.

Kelvin H. Beland
President

ATTEST:

Kelvin H. Beland
Secretary

(SEAL)

SILVER WATER COMPANY, INC.

Kelvin H. Beland
President

ATTEST:

Kelvin H. Beland
Secretary

(SEAL)

JOINED AND ENTERED INTO BY
DELAWARE UTILITIES, INC.

Kelvin H. Beland
President

ATTEST:

A. Redmond
Secretary

(SEAL)

PENNSYLVANIA-AMERICAN WATER COMPANY

[Signature]
(Vice) President

DOCKET NO. D-87-31 CP RENEWAL
DELAWARE RIVER BASIN COMMISSION
HICKORY WATER COMPANY
GROUND WATER WITHDRAWAL
DELAWARE TOWNSHIP, PIKE COUNTY, PENNSYLVANIA

PROCEEDINGS

This is an application submitted by the Hickory Water Company on August 9, 1993, for the renewal of an allocation of ground water and review of a ground water withdrawal project approved by the Delaware River Basin Commission (DRBC) on September 28, 1988. Condition "q" of the docket decision required that this project be reviewed within five years of the date of approval, and unless renewed, the approval would expire. The project wells were approved by the Pennsylvania Department of Environmental Resources (PADER) on October 8, 1987, (Permit No. 5286501), subject to the approval of the DRBC.

The application was reviewed for continuation of the project in the Comprehensive Plan and approval under Section 3.8 of the Delaware River Basin Compact. The Pike County Planning Commission has been notified of pending action on this docket. A public hearing on this project was held by the DRBC on April 27, 1994.

DECISION

The project is approved pursuant to Section 3.8 of the Compact, subject to the following conditions:

- a. Approval is subject to all conditions imposed by the PADER.
- b. The wells shall be available at all times for inspection by the DRBC.
- c. The wells shall be operated at all times to comply with the requirements of the ground water policies and standards of the DRBC.
- d. During any 30-day period, the withdrawal from all wells shall not exceed 14.5 million gallons.
- e. The wells shall be equipped with readily accessible capped ports and drop pipes so that water levels may be measured under all conditions, as repairs or modifications are made at each existing well.

f. The project wells, and all existing wells and surface water intakes, shall be metered with an automatic continuous recording device that measures to within 5 percent of actual flow. A record of daily withdrawals shall be maintained, and monthly totals shall be reported to the Bureau of Water Supply and Community Health, PADER, annually.

g. Each new water service connection added shall include a water meter in accordance with DRBC's Resolution No. 73-1. All existing unmetered water service connections shall include a water meter by April 22, 1997, in accordance with DRBC's Resolution No. 87-7. Water charges for each service connection shall be based in part on metered usage. Hickory Water Company will install meters on all 958 existing connections in accordance with the following schedule:

<u>DATE</u>	<u>METERS INSTALLED</u>
April 22, 1995	315
April 22, 1996	630
April 22, 1997	958

Hickory Water Company will submit on or before the above dates annual progress reports demonstrating compliance with this condition.

BY THE COMMISSION:

DATED: APRIL 28, 1994



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
Office of Administrative Law Judge
P.O. BOX 3265, HARRISBURG, PA 17105-3265
December 4, 2006

IN REPLY PLEASE
REFER TO OUR FILE

In Re: C-20067054

(SEE ATTACHED LIST)

Robert & Linda Magliola v. Pennsylvania-American Water Company

Billing Dispute

DOCUMENT
FOLDER

Telephone Hearing Notice

This is to inform you that a hearing by telephone on the above-captioned case will be held as follows:

Type: Initial Telephonic Hearing
Date: Monday, January 8, 2007
Time: 10:00 a.m.
Presiding: Administrative Law Judge Susan D. Colwell
PO Box 3265
Harrisburg, PA 17105-3265
Phone: 717-783-5452
Fax: 717-787-0481

If you have not provided a current telephone number where you can be reached for participation in the hearing OR YOUR AREA CODE HAS CHANGED, then you must contact the presiding officer at least 7 days before the actual hearing and provide the necessary information.

DOCKETED
DEC 11 2006

3TL

At the above date and time, the Presiding Officer will contact the parties as follows:

Robert & Linda Magliola	516-794-5029
Seth A. Mendelsohn, Esquire	717-533-5000

If you have any hearing exhibits to which you will refer during the hearing, 3 copies must be sent to the Administrative Law Judge and 1 copy each must be sent to every other party. All copies must be received at least 5 days before the hearing.

Attention: You may lose the case if you do not take part in this hearing and present facts on the issues raised.

Except for those individuals representing themselves, the Commission's rules require that all parties have an attorney; therefore, you should have an attorney of your choice file an entry of appearance before the scheduled hearing.

If you are a person with a disability, and you wish to attend the hearing, we may be able to make arrangements for your special needs. Please call the scheduling office at the Public Utility Commission at least (2) two business days prior to your hearing:

- Scheduling Office: 717-787-1399
- AT&T Relay Service number for persons who are deaf or hearing-impaired: 1-800-654-5988

pc: Judge Colwell
Stacy Nolan, Scheduling Officer
Beth Plantz
Docket Section
Calendar File