

MAR 11 2023

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

MARGARET COLLINS
Complainant

v.

Docket No. C-2023-3037963

PENNSYLVANIA AMERICAN WATER COMPANY
Respondent

REPLY TO ANSWER OF RESPONDENT
PENNSYLVANIA AMERICAN WATER COMPANY

Pursuant to Answers to complaints and Replies to answers seeking affirmative relief or new matter, PUC's Regulations at 52 Pa. Code §§ 5.61, 5.62 and § 5.63. Complainant (Margaret Collins or I, my) responds to ANSWER OF RESPONDENT, PENNSYLVANIA AMERICAN WATER COMPANY to Complainant's Formal Complaint.

Respondent (PAWC, Company), at Paragraph 3. Admitted:

"Conversely, when Luke closed the curb stop and found a noise leak on 10/11/22 -this is material evidence that the leak is PAWC's responsibility to fix." And Admitted: "PAWC continues to withhold explanation and a Right To Know request for Luke's 10/11/22 written leak report on six occasions below:" And Admitted: "Again on 12/15/22 at 3:20 pm, Elizabeth said PAWC received the Right To Know request and said the curb stop leak is scheduled to be fixed on 12/20/22."

And, at Paragraph 7. PAWC Admitted: "**(1) On 10/11/22 at 11:20 am, Luke closed the curb stop (shut-off), and found a noise leak, then placed the ear phones on my head to hear the noise leak. My kitchen faucet ran a fire red color for several minutes when the curb stop was opened.**"

PAWC's Answer to Claimant's Formal Complaint does not correspond with any sentence in Paragraph 4. and 5. as prescribed by PUC's Regulations at 52 Pa. Code §§ 5.61 and 5.62. Notwithstanding, Complainant responds to Paragraph 4. and 5. below:

At Paragraph 4., PAWC arbitrarily states: (a) "Company identified a leak on the customer owned service line based on an inspection on September 30, 2022 and confirmed on October 11, 2022." *There is no evidence of a leak on my property, PAWC Admitted they refused to provide evidence ("confirmed on October 11, 2022") on six occasions listed in Paragraph 3.* And, Admitted: Luke closed the curb stop and found a noise leak on 10/11/22 -this is material evidence that the leak is PAWC's responsibility to fix. Also, PAWC Admitted at Paragraph 7. "**(1) On 10/11/22 at 11:20 am, Luke closed the curb stop (shut-off), and found a noise leak, then placed**

the ear phones on my head to hear the noise leak. My kitchen faucet ran a fire red color for several minutes when the curb stop was opened." Under PAWC's existing tariff rules, the Company owns and is responsible for the service line which extends from the water main to the curb stop.

(b) PAWC arbitrarily states: "Complainant did not prove there was no leak on her service line." This statement is contrary to what PAWC Admitted at Paragraph 3: "Conversely, when Luke closed the curb stop and found a noise leak on 10/11/22 -this is material evidence that the leak is PAWC's responsibility to fix." And Admitted at Paragraph 7: "**(1) On 10/11/22 at 11:20 am, Luke closed the curb stop (shut-off), and found a noise leak, then placed the ear phones on my head to hear the noise leak. My kitchen faucet ran a fire red color for several minutes when the curb stop was opened.**" PAWC's Admissions corroborate Complainant's ex:3 showing no leak from the existing pipe where a water line was sleeved through to repair a leak, and ex:8 having no loss of water or pressure, no dirty water, no increase in the bill, and no problem with the water meter checked on 10/11/22.

(c) PAWC arbitrarily states Right To Know requests are not applicable to the Company. To the contrary, Ch.14 of the Public Utility Code 66 Pa. C.S. Ch.14 mandates a right to know and to have a clear and concise explanation and reliable service. See 52 Pa. Code § 56.202. Record maintenance.

PAWC's statements (a), (b), (c), are not mentioned at Paragraph 4, and do not correspond with the complaint required by PUC's Regulations at 52 Pa. Code § § 5.61 and 5.62.

This is what Paragraph 4. states in full:

"On 8/11/22, a door hanger stated that PAWC was investigating a possible leak (ex:1) and to call (Lee Jones at: 272.235.5674) - I took this notice to be a scam on the elderly (I'm 76 years). It did not include my account number 1024-210029343611 or name. I called PAWC (1.800.565.7292) and was told there was no work order for my residence and proper protocol was not followed."

At Paragraph 5., (a) PAWC denies it is appropriate to use Distribution System Improvement Charges funds to repair a leak on a customer owned service pipe.

DSIC charges are stated in paragraph 12: **(4) My PAWC bill charges a Wastewater DSIC charge of 0.39 and another DSIC charge of 0.15 - these charges amount to millions annually and are billed to customers' water bills for PAWC's use to do their repairs (ex:8).** PAWC is a monopoly that has no incentive to use DSIC money to fix their repairs - but instead resorts to conduct promoting schemes and mechanisms that push corporate costs and financial risks onto consumers while they profit on infrastructure projects before they are in service (ex:6; pages 1,2 and page 5 at 23. As such, cities and states terminate contracts with American Water (ex:6; pages 3,4).

DSIC charges are referred to in Claimant's Requested Relief that stated PAWC did not provide available alternatives to termination: "PAWC's lead service line replacement program was approved by Pa. PUC in October 2019 consistent with the passage of Act 120 of 2018. Also available DSIC funds."

Act 120 states that "[t]he original cost of the replacement water service line or wastewater lateral shall be deemed other related capitalized costs that are part of the public utility's distribution system." *Id.* In other words, pursuant to Section 1351 of the Public Utility Code, such costs would be eligible for recovery under the Company's existing DSIC. See 66 Pa. C.S. §§

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1351, 1357(a).

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Also, in the Formal Complaint (pg. 3), on 1/6/23, I explained to PAWC's Lisa that I previously had a water line sleeved through the existing pipe to repair a leak in the cellar and asked about their lead replacement program.

Simply put: the carrier pipe for my water line is lead and will need to be replaced. Or, PAWC can replace the curb stop that was scheduled to be fixed on 12/20/22 - they are both eligible to be funded with DSIC charges.

(b) PAWC states: "The Company has offered to meet with the Complainant's plumber at the property to discuss the Complainant's position that the leak is on the Company's service pipe." **This exercise is redundant:** PAWC at Paragraph 3. and Paragraph 7. Admitted, Luke closed the curb stop and found a noise leak on 10/11/22 -this is material evidence that the leak is PAWC's responsibility to fix. And, Admitted at Paragraph 3: PAWC continues to withhold explanation and a Right To Know request for Luke's 10/11/22 written leak report on six occasions. And, Admitted at Paragraph 3: "Again on 12/15/22 at 3:20 pm, Elizabeth said PAWC received the Right To Know request and said the curb stop leak is scheduled to be fixed on 12/20/22." Additionally, **two contractor's professional finding is that a noise leak when the curb stop is closed - is PAWC's responsibility to fix** (corroborated by PAWC at Paragraph 3. and 7). A contractor called PAWC while on my property but couldn't get through. See 52 Pa. Code § 56.202. Record maintenance. A public utility shall preserve for a minimum of 4 years written or recorded disputes and complaints.

Furthermore, the Commissions regulations do not require my plumber to meet or be 'schooled' by the Company's tech. This would create terms and conditions that are not in the public interest: what would the outcome be if the plumber I contact is on PAWC's vendor list...or isn't on their vendor list and would like to be? Where is PAWC's report that confirmed a leak on October 11, 2022 and why is it necessary for another report at my expense? See (ex:6, pg.1). Roto Rooter charges me \$235 to send a tech/plumber to meet their tech and \$193 an hour thereafter - due to economic constraints, does PAWC's offer extend to paying me in advance before I hire Roto Rooter to meet their tech? See 52 Pa. Code § 56.202. Record maintenance. A public utility shall preserve for a minimum of 4 years written or recorded disputes and complaints.

This is what Paragraph 5. states in full:

On 9/30/22, a door hanger (no letter) now states I have a leak (ex:1). On 10/3/22 at 3:06 to 4:08 pm, I again called PAWC and was told by Cam (phonetic) that her supervisor said I had to repair the leak. I **requested a written letter explaining how the leak was determined** as I have **no dirty water, no leaks, no loss of water pressure, and no increase in my bill** (ex:8) and **no leak from the existing pipe where a water line was sleeved through to repair a leak** (ex:3). Cam said I would get a call in 5 days and someone will check the leak on 10/14/22 and that I did not have to be home. I got no written explanation, no phone call and no one came out to check the leak - instead (the next day) a 10/4/22 letter states to repair the leak within 10 days date of letter to avoid termination (ex:2).

PAWC weaponized termination to force repair of a leak they refuse to give any material evidence of - the purpose to push costs onto me (Complainant's Formal Complaint, ex:1,2,3,4,5,6,7,8). The carrier pipe for my water line is lead and will need to be replaced. PAWC can replace the curb stop that was scheduled to be fixed on 12/20/22 - they are both eligible to be funded with DSIC charges. See

52 Pa. Code § 56.99. Use of termination notice solely as collection device prohibited.

PAWC's statements (a), (b), (c), at Paragraph 4. and statements (a), (b) at Paragraph 5. do not correspond with the complaint prescribed by PUC's Regulations at 52 Pa. Code § 5.61 (b) *Form of answers to complaints*. The answer must be in writing and: (1) Set forth in paragraphs numbered to correspond with the complaint. (2) Advise the parties and the Commission as to the nature of the defense. (3) Admit or deny specifically all material allegations of the complaint. (4) State concisely the facts and matters of law relied upon. PUC's Regulations 52 Pa. Code § 5.62. Answers seeking affirmative relief or raising new matter. (1) The facts constituting the grounds of complaint. (2) relating to the provisions of the statutes, rules, regulations or orders relied upon. Additionally, PAWC presentd no credible material evidence and refused (six times) to provide explanation and the leak report "confirmed on October 11, 2022" that is required. See 52 Pa. Code § 56.202. Record maintenance. A public utility shall preserve for a minimum of 4 years written or recorded disputes and complaints.

REQUESTED RELIEF

For all of the above reasons and those addressed in Complainant's Formal Complaint, I request the Public Utility Commission to order PAWC to bear full cost of the repairs through the existing mechanism known as the Distribution System Improvement Charge (DSIC) or by other means as this Honorable Commission finds necessary. And, impose appropriate penalty and or remedy for all unlawful actions including cancellation of the 12/20/22 curb stop leak repair and all that involve violations of the Public Utility Code, 66 Pa. C.S. Ch.14. See 52 Pa. Code s 54.43(f). Should this Honorable Commission assign the matter for mediation, I request that due to my age, and my car's age, and the distance to travel, that the mediation take place in the Scranton area where I reside and where the attorney for PAWC lists a Scranton location on their February 21, 2023 cover letter.

Respectfully submitted,



Margaret Collins
224 N.hyde Park Ave.
Scranton, Pa. 18504
Ph: 570.343.1469

March 11, 2023

DATE OF DEPOSIT

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

MARGARET COLLINS, Complainant

: Docket No. C-2023-3037963

v.

:

PENNSYLVANIA AMERICAN WATER CO.,

Respondent

:

CERTIFICATE OF SERVICE

I CERTIFY THAT ON THIS DATE MARCH 11, 2023, I SERVED FIRST CLASS
MAIL THE ATTACHED DOCUMENT TO THE PERSON BELOW:

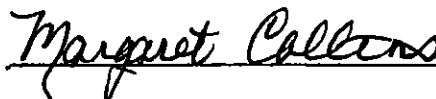
MICHAEL A. GRUIN
STEVENS & LEE, P.C.
17 NORTH SECOND STREET, 16th FLOOR
HARRISBURG, PA. 17101

DATE OF DEPOSIT

SUBMITTED BY:
MARGARET COLLINS, Complainant
224 N.HYDE PARK AVE.
SCRANTON, PA. 18504
PH: 570.343.1469

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



Margaret Collins

CELFIFIED MAIL

Ms. Margaret A. Collins
224 N Hyde Park Ave
Scranton, PA 18504-3390



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