

**BEFORE THE PENNSYLVANIA  
PUBLIC UTILITY COMMISSION**

BIRCHWOOD MHC, LLC	:	
Complainant	:	
	:	
v.	:	
	:	Docket No: C-2014-2447060
PENNSYLVANIA-AMERICAN WATER	:	
COMPANY	:	
Respondent.	:	
	:	

**ANSWER TO NEW MATTER**

Claimant, Birchwood MHC, LLC (“Birchwood”), by and through its undersigned counsel, hereby files this Answer to the New Matter of Respondent, Pennsylvania-American Water Company (“PA-American Water”), and in support thereof, avers as follows:

10. Birchwood incorporates by reference all allegations set forth within its Complaint as if fully set forth at length herein.

11. Admitted, upon information and belief.

12. Admitted.

13. Admitted in part, denied in part. It is admitted only that PA-American Water supplies water to the property at 1946 Wyoming Avenue, Exeter, PA (the “Property”). The remainder of the allegations are denied. Birchwood acts in a representative capacity on behalf of the residents of the Property with regard to its dealings with PA-American Water. The water is supplied to the residents of the community and the residents are charged their pro rata share of the water that is used by the community as a whole. Birchwood has no intent to profit from the supply of water to the residents of the Property, but rather seeks resident reimbursement for their actual water consumption and deals with PA-American Water on their behalf.

14. Denied. The averments of this paragraph are legal conclusions to which no response is required. Therefore, the averments are deemed denied.

15. Denied. Birchwood does not have sufficient knowledge or information to admit or deny allegations regarding PA-American Water's operations and procedures. Accordingly, such allegations are denied.

16. Denied. Birchwood denies PA-American Water's characterization of the events relating to any leaks at the Property.

17. Denied. Birchwood denies PA-American Water's characterization of the events relating to any leaks at the Property.

18. Denied. Birchwood's allegations refer to a written document, the invoice for the billing period ending March 12, 2012, which speaks for itself.

19. Denied. The allegations are incomplete and unclear and, therefore, are denied.

20. Admitted in part, denied in part. It is admitted only that PA-American Water made an adjustment to Birchwood's bill in 2012. The remainder of this paragraph is denied. By way of further response, the averments of this paragraph are legal conclusions to which no response is required. Therefore, the averments are deemed denied.

21. Admitted in part, denied in part. It is admitted only that PA-American Water made an adjustment to Birchwood's bill in 2012. The remainder of this paragraph is denied.

22. Denied. The averments of this paragraph are legal conclusions to which no response is required. Therefore, the averments are deemed denied.

23. Denied. The averments of this paragraph are legal conclusions to which no response is required. Therefore, the averments are deemed denied.

24. Denied. Birchwood does not have sufficient knowledge or information regarding the content of PA-American Water's records. Accordingly, such allegations are denied.

25. Denied. Birchwood does not have sufficient knowledge or information to admit or deny allegations regarding the actions of PA-American Water's field service associate on November 30, 2013. Accordingly, such allegations are denied.

26. Denied. Birchwood does not have sufficient knowledge or information to admit or deny allegations regarding the actions or observations of PA-American Water's meter reader on April 2, 2014. Accordingly, such allegations are denied.

27. Admitted in part, denied in part. It is admitted only that PA-American Water submitted an invoice dated April 7, 2014. The remainder of the allegations, including the characterization of the April 7, 2014 invoice, are denied. This invoice is a written document, which speaks for itself. By way of further answer, the April 7, 2014 invoice changed the "actual" meter readings upon which prior invoices had been based.

28. Denied. The April 8, 2014 letter is a written document which speaks for itself. Any characterization of that document is denied.

29. Admitted in part, denied in part. It is admitted only that a field service representative from PA-American Water visited the Property on April 22, 2014. At that time, the field service representative inspected the meter and told Birchwood that readings on the meter must be inaccurate because Birchwood could not be using that volume of water. No test was performed on the meter at that time but the representative of PA-American Water indicated that the account would be put on hold and the meter would be monitored over the next thirty (30) days.

30. Denied. Birchwood does not have sufficient knowledge or information to admit or deny allegations regarding the actions or observations of PA-American Water's field office supervisor on May 9, 2014. Accordingly, such allegations are denied.

31. Denied. The May 24, 2014 letter is a written document which speaks for itself. Any characterization of that document is denied.

32. Admitted in part, denied in part. It is admitted only that the backflow valve assembly at the Property was tested on July 2, 2014 and the assembly failed. The remainder of the allegations are denied.

33. Denied. The July 3, 2014 letter is a written document which speaks for itself. Any characterization of that document is denied.

34. Admitted in part, denied in part. It is admitted only that representatives from Kentrel Inc. performed tests on the water meters at the Property on or about August 6, 2014. The remainder of the allegations are denied. Results of the tests are contained in documents, which speak for themselves. Any characterization of those documents is denied.

35. Admitted.

36. Admitted. By way of further answer, unintended water usage occurred after PA-American Water damaged the pipes at the Property on or about August 14, 2014.

37. Denied. To the contrary, Birchwood is only responsible for payment of accurate meter readings. Birchwood is not responsible for paying bills for fabricated meter readings, which contradict prior "actual" readings made by PA-American Water.

**WHEREFORE**, Claimant, Birchwood MHC, LLC, respectfully requests that the Pennsylvania Utility Commission make a determination that Respondent, Pennsylvania-American Water Company, failed to bill it properly and otherwise failed to act in accordance

with the Pennsylvania Utility Code, including but not limited to § 56.262 and/or § 56.264. Birchwood MHC, LLC further requests that the Pennsylvania Utility Commission order billing refunds for the amounts that it was overbilled.

Respectfully submitted,

**COHEN, SEGLIAS, PALLAS,  
GREENHALL & FURMAN, P.C.**



---

**MATTHEW A. GIOFFRE  
MICHAEL L. SOLOMON**  
*Attorneys for Plaintiff,  
Birchwood MHC, LLC*

DATED: November 19, 2014

**VERIFICATION**

I, Ryan Hotchkiss, state that I am authorized to make this Verification on behalf of Birchwood MHC, LLC, that I have reviewed the facts set forth in the foregoing Answer to New Matter, and that that facts set forth therein are true and correct to the best of my knowledge, information and belief.

I understand that the statements made herein are made subject to the penalties of 18 Pa. C.S.A. § 4904, relating to unsworn falsification to authorities.

By:   
\_\_\_\_\_  
RYAN HOTCHKISS

Date: November 18, 2014