

**BEFORE THE PENNSYLVANIA
PUBLIC UTILITY COMMISSION**

BROOKFIELD DEVELOPMENT CORP. :

227 Granite Run Drive, Suite 100 :

Lancaster, PA 17601 :

Plaintiff :

Docket No. C-2016-2539396

v. :

CITY OF LANCASTER :

120 N. Duke Street :

Lancaster, PA 17608-1599 :

Respondent. :

**PLAINTIFF BROOKFIELD DEVELOPMENT CORP.'S
REPLY TO NEW MATTER OF CITY OF LANCASTER**

Plaintiff Brookfield Development Corp. (“**Brookfield**”), by and through its attorneys, Kaplin Stewart Meloff Reiter & Stein, P.C., hereby replies to Defendant City of Lancaster’s New Matter as follows:

IV. NEW MATTER

1. Denied. The averment set forth in paragraph 1 of Defendant’s New Matter is argument and a conclusion of law which is denied.
2. Denied. The averment set forth in paragraph 2 of Defendant’s New Matter is argument and a conclusion of law which is denied.
3. Denied. The averment set forth in paragraph 3 of Defendant’s New Matter is argument and a conclusion of law which is denied.
4. Denied. The averment set forth in paragraph 4 of Defendant’s New Matter is argument and a conclusion of law which is denied.
5. Denied. The averment set forth in paragraph 5 of Defendant’s New Matter is argument and a conclusion of law which is denied.

6. Denied. The averment set forth in paragraph 6 of Defendant's New Matter is argument which is denied. By way of a further response, Plaintiff incorporates and re-alleges the averments set forth in its Complaint by reference as if fully alleged herein.

7. Denied. The averments set forth in paragraph 7 of Defendant's New Matter is argument which is denied. By way of a further response, Plaintiff incorporates and re-alleges the averments set forth in its Complaint by reference as if fully alleged herein.

8. Denied. The averment set forth in paragraph 8 of Defendant's New Matter references written documents that speak for themselves and any characterization of those writings is denied. By way of a further response, Plaintiff incorporates and re-alleges the averments set forth in its Complaint by reference as if fully alleged herein.

9. Denied. The averment set forth in paragraph 9 of Defendant's New Matter references written documents that speak for themselves and any characterization of those writings is denied. By way of a further response, Plaintiff incorporates and re-alleges the averments set forth in its Complaint by reference as if fully alleged herein.

10. Denied. The averment set forth in paragraph 10 of Defendant's New Matter is argument which is denied. By way of a further response, Plaintiff incorporates and re-alleges the averments set forth in its Complaint by reference as if fully alleged herein.

11. Denied. The averment set forth in paragraph 11 of Defendant's New Matter is argument which is denied. Strict proof is demanded.

12. Denied. The averment set forth in paragraph 12 of Defendant's New Matter is argument and a conclusion of law which is denied.

13. Denied. The averment set forth in paragraph 13 of Defendant's New Matter is argument and a conclusion of law which is denied. By way of a further response, the averment set forth in paragraph 13 of Defendant's New Matter references the Complaint that speaks for itself and any characterization of the Complaint is denied.

14. Denied. The averment set forth in paragraph 14 of Defendant's New Matter refers to a statute or regulation that is a writing that speaks for itself and any characterization thereof is denied.

15. Denied. The averment set forth in paragraph 15 of Defendant's New Matter is argument and a conclusion of law which is denied.

16. Denied. The averment set forth in paragraph 16 of Defendant's New Matter is argument and a conclusion of law which is denied.

17. Denied. The averment set forth in paragraph 17 of Defendant's New Matter refers to the City of Lancaster's water tariff that is a writing that speaks for itself and any characterization thereof is denied.

18. Admitted in part, denied in part. It is admitted that the Defendant is requiring Plaintiff to pay for water system improvements and upgrades. It is denied that Defendant's requiring Plaintiff to pay for such water system improvements and upgrades is proper.

19. Denied. The averment set forth in paragraph 19 of Defendant's New Matter refers to the City of Lancaster's water tariff that is a writing that speaks for itself and any characterization thereof is denied.

20. Denied. The averment set forth in paragraph 20 of Defendant's New Matter is argument and a conclusion of law which is denied.

21. Denied. The averment set forth in paragraph 21 of Defendant's New Matter is argument and a conclusion of law which is denied.

22. Denied. The averment set forth in paragraph 22 of Defendant's New Matter is argument and a conclusion of law which is denied

WHEREFORE, Plaintiff respectfully requests the PUC to deny and dismiss Defenan't's New Matter, grant Plaintiff's relief requested under the Complaint, and grant such other and further relief as the PUC deems just.

Respectfully submitted,

KAPLIN STEWART MELOFF REITER & STEIN, P.C.

By: 

Marc B. Kaplin, Esquire
Gregg I. Adelman, Esquire
Craig R. Lewis, Esquire

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Attorneys for Plaintiff Brookfield Development Corp.

Dated: May 20, 2016

VERIFICATION

I, **JEFF RUTT**, hereby state that the facts above set forth 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.A. § 4904 relating to unsworn falsification to authorities.

JEFF RUTT

A handwritten signature in black ink, consisting of a large, stylized 'J' followed by several vertical, wavy lines, is written over a horizontal line.

Dated: 5/20/16

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CERTIFICATE OF SERVICE

I hereby certify that on May 20, 2016, I have this day served a true copy of the foregoing document upon the parties, listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

John J. Gallagher, Esquire
711 Forrest Road
Harrisburg, PA 17112
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KAPLIN STEWART MELOFF REITER & STEIN, P.C.

By: _____

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