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File #: 170237

September 7, 2017

***VIA ELECTRONIC FILING***

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2nd Floor North  
P.O. Box 3265  
Harrisburg, PA 17105-3265

**Re: Red Lion Municipal Authority v. The York Water Company**  
**Docket No. C-2017-2616962**

Dear Secretary Chiavetta:

Enclosed for filing please find the Preliminary Objections of The York Water Company to the Amended Complaint of Red Lion Municipal Authority in the above-referenced proceeding. Copies will be provided as indicated on the Certificate of Service.

Respectfully submitted,



Devin Ryan

DTR/jl  
Enclosures

cc: Honorable Joel H. Cheskis  
Certificate of Service

## CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served upon the following persons, in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

### VIA E-MAIL & FIRST CLASS MAIL

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PO Box 3265  
Harrisburg, PA 17105-3265

Date: September 7, 2017



Devin T. Ryan

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Red Lion Municipal Authority,	:	
	:	
Complainant,	:	
	:	
v.	:	Docket No. C-2017-2616962
	:	
The York Water Company,	:	
	:	
Respondent.	:	

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**NOTICE TO PLEAD**

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YOU ARE HEREBY ADVISED THAT, PURSUANT TO 52 PA. CODE § 5.101, YOU MAY ANSWER THE ENCLOSED PRELIMINARY OBJECTIONS WITHIN TEN (10) DAYS OF THE DATE OF SERVICE HEREOF. YOUR ANSWER TO THE PRELIMINARY OBJECTIONS MUST BE FILED WITH THE SECRETARY OF THE PENNSYLVANIA PUBLIC UTILITY COMMISSION, P.O. BOX 3265, HARRISBURG, PA 17105-3265. A COPY SHOULD ALSO BE SERVED ON THE UNDERSIGNED COUNSEL FOR THE YORK WATER COMPANY.



Michael W. Hassell (ID # 34851)  
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Of Counsel:  
Post & Schell, P.C.

Date: September 7, 2017

Attorneys for The York Water Company

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Red Lion Municipal Authority,	:	
	:	
Complainant,	:	
	:	
v.	:	Docket No. C-2017-2616962
	:	
The York Water Company,	:	
	:	
Respondent.	:	

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**PRELIMINARY OBJECTIONS OF  
THE YORK WATER COMPANY TO THE  
AMENDED COMPLAINT OF RED LION MUNICIPAL AUTHORITY**

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**TO ADMINISTRATIVE LAW JUDGE JOEL H. CHESKIS:**

AND NOW, comes The York Water Company (“York Water” or the “Company”) and hereby files these Preliminary Objections, pursuant to the regulations of the Pennsylvania Public Utility Commission (“Commission”) at 52 Pa. Code § 5.101, and respectfully requests that Administrative Law Judge Joel H. Cheskis (the “ALJ”) dismiss with prejudice certain claims raised in the above-referenced Amended Complaint (“Amended Complaint”) filed by Red Lion Municipal Authority (“Complainant”) on August 18, 2017.

Several claims made in the Amended Complaint should be summarily dismissed. First, the Complainant raises issues regarding its Water Sales Agreement with Dallastown-Yoe Water Authority (“DYWA”), but the Commission has no jurisdiction to interpret or enforce that contract. Second, the Commission has no jurisdiction over the Complainant’s issues with the quality of DYWA’s water supply. Third, the Complainant lacks standing to bring any unreasonable service claims on behalf of DYWA or DYWA’s customers.

For these reasons, and as explained in more detail below, York Water respectfully requests that the ALJ grant these Preliminary Objections and dismiss the claims identified herein with prejudice. In support thereof, York Water states as follows:

**I. BACKGROUND**

1. York Water is a public utility engaged in the business of supplying water and wastewater service in Pennsylvania subject to the regulatory jurisdiction of the Commission. *See* 66 Pa. C.S. § 102. York Water provides water service to approximately 66,100 customers throughout its certificated service territory, which includes the City of York and surrounding municipalities in portions of York and Adams Counties, Pennsylvania. York Water provides wastewater service to approximately 642 customers in portions of York County.

2. On June 16, 2017, pursuant to 66 Pa. C.S. § 507, York Water filed a proposed Emergency Interconnect Agreement (“Agreement”) entered into by and between the Company and DYWA. The proceeding was assigned Docket No. U-2017-2610587.

3. On July 5, 2017, the Complainant filed a letter at Docket No. U-2017-2610587 advising that it is opposed to the Agreement for various reasons and would be filing a Formal Complaint with the Commission to that effect.

4. By letter dated July 17, 2017, the Complainant filed a Formal Complaint with the Commission against the Company and DYWA at Docket No. C-2017-2616962.

5. Subsequently, the Complainant advised the other parties that it intended to amend its Formal Complaint.

6. On August 11, 2017, the parties held an informal conference call with the ALJ to discuss the amendment of the Formal Complaint. As a result of that conference call, the

Complainant was given until August 18, 2017, to file its Amended Complaint, after which York Water would have until September 7, 2017, to file any responsive pleadings.

7. On August 14, 2017, the Commission issued a Telephonic Prehearing Conference Notice scheduling a prehearing conference for September 13, 2017.

8. On August 15, 2017, the Complainant filed a Petition to Intervene at Docket No. U-2017-2610587.

9. On August 18, 2017, the Complainant filed its Amended Complaint at Docket No. C-2017-2616962, which replaces the original Formal Complaint. The Amended Complaint no longer names DYWA as a respondent.

10. On August 23, 2017, a Prehearing Conference Order was issued by the ALJ at Docket Nos. C-2017-2616962 and U-2017-2610587, setting forth certain rules and requirements for the prehearing conference and the proceeding generally.

## **II. STANDARD OF REVIEW**

11. Pursuant to the Commission's regulations, preliminary objections in response to a pleading may be filed on several grounds, including:

- (1) Lack of Commission jurisdiction or improper service of the pleading initiating the proceeding.
- (2) Failure of a pleading to conform to this chapter or the inclusion of scandalous or impertinent matter.
- (3) Insufficient specificity of a pleading.
- (4) Legal insufficiency of a pleading.
- (5) Lack of capacity to sue, nonjoinder of a necessary party or misjoinder of a cause of action.
- (6) Pendency of a prior proceeding or agreement for alternative dispute resolution.

(7) Standing of a party to participate in the proceeding.

52 Pa. Code § 5.101(a) (emphasis added).

12. In ruling on preliminary objections, the Presiding Officer must accept as true all well-pled allegations of material facts as well as all inferences reasonably deducible therefrom. *Stilp v. Commonwealth*, 910 A.2d 775, 781 (Pa. Cmwlth. 2006) (citing *Dep't of Gen. Serv. v. Bd. of Claims*, 881 A.2d 14 (Pa. Cmwlth. 2005)); accord *Complaint of Nat'l Fuel Gas Distrib. Corp. and Petition for an Order to Show Cause*, Docket No. P-00072343 (Dec. 26, 2007).

13. The Presiding Officer need not accept as true conclusions of law, unwarranted inferences from facts, argumentative allegations, or expressions of opinion. *Stanton-Negley Drug Co. v. Dep't of Pub. Welfare*, 927 A.2d 671, 673 (Pa. Cmwlth. 2007).

14. For preliminary objections to be sustained, it must appear with certainty that the law will permit no recovery, and any doubt must be resolved in favor of the non-moving party. *Stilp*, 910 A.2d at 781.

### III. PRELIMINARY OBJECTIONS

#### A. PRELIMINARY OBJECTION NO. 1 – THE COMMISSION LACKS JURISDICTION TO INTERPRET, ENFORCE, OR ADJUDICATE CLAIMS REGARDING THE CONTRACT BETWEEN THE COMPLAINANT AND DYWA

15. York Water incorporates by reference Paragraphs 1 through 14 as if fully set forth herein.

16. In the Amended Complaint, the Complainant makes several allegations regarding the interpretation and enforcement of its Water Sales Agreement with DYWA. (See Amended Complaint ¶¶ 16-17, 22-24)

17. In general, the Complainant contends that the proposed Agreement between York Water and DYWA violates the terms of the Water Sales Agreement between the Complainant and DYWA. (See Amended Complaint ¶¶ 16-17, 22-24)

18. The Complainant avers that its Water Sales Agreement only allows DYWA to purchase water from another entity in two situations: (1) the Complainant is unable to supply water due to a *force majeure*; or (2) DYWA is purchasing water necessary to maintain an emergency interconnect. (Amended Complaint ¶¶ 16-17)

19. According to the Complainant, however, York Water's proposed Agreement with DYWA is a bulk water purchase agreement instead of an emergency interconnect agreement. (Amended Complaint ¶ 22) As a result, the Complainant alleges the Agreement "intentionally and improperly interferes with [DYWA's] performance under the Water Sales Agreement" between Complainant and DYWA, "by requiring [DYWA] to purchase water in excess of what is actually necessary to maintain the emergency interconnect." (Amended Complaint ¶ 24)

20. Further, the Complainant argues that "[i]f the Proposed Agreement is permitted to become effective, [DYWA] will breach the Water Sales Agreement . . . each and every day." (Amended Complaint ¶ 24)

21. All of these allegations are beyond the scope of the Commission's jurisdiction.

22. As a "creature of statute," the Commission "has only those powers which are expressly conferred upon it by the Legislature and those powers which arise by necessary implication." *Feingold v. Bell of Pa.*, 383 A.2d 791, 794 (Pa. 1977) (citing *Allegheny Cnty. Port Auth. v. Pa. PUC*, 237 A.2d 602 (Pa. 1967); *Del. River Port Auth. v. Pa. PUC*, 145 A.2d 172 (Pa. 1958)). Nothing in the Public Utility Code grants the Commission jurisdiction to interpret and

enforce the terms of a water sales contract between two municipal authorities, neither of which is regulated by the Commission.

23. In fact, the Commission generally lacks jurisdiction to interpret, enforce, or adjudicate claims regarding a contract between private entities. *See Pettko v. Pa. Am. Water Co.*, 39 A.3d 473, 478 n.9 (Pa. Cmwlth. 2012) (“[T]here can be no dispute that the courts of common pleas have subject matter jurisdiction over common law claims such as conversion and breach of contract involving private individuals and businesses.”); *Adams v. Pa. PUC*, 819 A.2d 631, 635 (Pa. Cmwlth. 2003) (“[T]he PUC lacks jurisdiction over private contractual disputes.”). The Commission is not even “jurisdictionally empowered to decide private contractual disputes between a citizen and a utility.” *Allport Water Auth. v. Winburne Water Co.*, 393 A.2d 673, 675 (Pa. Super. 1978) (citations omitted); *see also Virgilli v. Sw. Pa. Water Authority*, 427 A.2d 1251, 1254 (Pa. Cmwlth. 1981) (“[T]he Code does not grant the PUC general supervisory powers over contracts involving public utilities.”). Such contract issues are reserved for courts of common pleas.

24. Here, the Complainant seeks to raise issues regarding the interpretation and enforcement of its Water Sales Agreement, a contract between two private entities that is not subject to the Commission’s jurisdiction. The Complainant’s arguments would require the Commission to interpret the Complainant’s Water Sales Agreement and determine whether York Water’s proposed Agreement qualifies as an acceptable emergency interconnect agreement under the terms of the Water Sales Agreement.

25. Moreover, the Complainant argues that if the proposed Agreement is approved by the Commission, DYWA would be in breach of the Water Sales Agreement with the Complainant. Such a determination is reserved for a court of common pleas. *See Pettko*, 39

A.3d at 478 n.9. The only issues properly before the Commission in this proceeding are: (1) whether the proposed Agreement between York Water and DYWA is reasonable and in the public interest; (2) whether York Water violated Rule 4.3 of its tariff; and (3) whether York Water violated 66 Pa. C.S. § 1501.

26. Furthermore, Section 507 of the Public Utility Code, 66 Pa. C.S. § 507, does not expand the Commission's jurisdiction to include the interpretation and enforcement of the Water Sales Agreement. Section 507 only provides that the Commission may, before the effective date of a contract or agreement between a public utility and municipal corporation, "institute proceedings to determine the reasonableness, legality or any other matter affecting the validity thereof." 66 Pa. C.S. § 507 (emphasis added). Accordingly, the Commission's inquiry is focused on the reasonableness, legality, and validity of the proposed Agreement between York Water and DYWA. Section 507 does not expand the inquiry into matters over which the Commission has no jurisdiction. Issues concerning whether the Water Sales Agreement between Complainant and DYWA may be breached by the proposed Agreement or whether the proposed Agreement qualifies as an emergency interconnect agreement under the terms of the Water Sales Agreement are both for a Court of Common Pleas to determine.

27. Thus, the Commission lacks jurisdiction to adjudicate the contract interpretation and enforcement issues raised in the Amended Complaint.

WHEREFORE, York Water respectfully requests that the allegations raised in the Amended Complaint regarding the Complainant's Water Sales Agreement with DYWA be summarily dismissed pursuant to 52 Pa. Code § 5.101(a)(1).

**B. PRELIMINARY OBJECTION NO. 2 – THE COMMISSION LACKS JURISDICTION TO ADJUDICATE CLAIMS REGARDING THE QUALITY OF YORK WATER’S WATER SUPPLY**

28. York Water incorporates by reference Paragraphs 1 through 26 as if fully set forth herein.

29. In the Amended Complaint, the Complainant avers York Water’s proposed Agreement would result in a violation of Section 1501 of the Public Utility Code, 66 Pa. C.S. § 1501, which requires the Company to provide adequate, efficient, safe, and reasonable service. (Amended Complaint ¶¶ 25-31)

30. In support, the Complainant notes that York Water uses chloramines to treat its water supply, while the Complainant uses free chlorine. (Amended Complaint ¶¶ 26-27) The Complainant avers that introducing York Water’s chloramine-treated water supply into DYWA’s system would “negatively affect the water chemistry and the stability of the water systems of [DYWA].” (Amended Complaint ¶ 28) Furthermore, if York Water’s water supply were mixed with the Complainant’s water supply by DYWA, the Complainant alleges it “could leave the water with inadequate disinfectant and potentially cause public health issues.” (Amended Complaint ¶ 29)

31. The Complainant’s arguments about York Water’s water quality and use of chloramines to treat its water are beyond the scope of the Commission’s jurisdiction.

32. As noted previously, “the PUC is a creature of statute” and, accordingly, “has only those powers which are expressly conferred upon it by the Legislature and those powers which arise by necessary implication.” *Feingold v. Bell of Pa.*, 383 A.2d 791, 794 (Pa. 1977) (citations omitted). The Commission cannot grant itself by regulation or order authority that was not conferred upon it by the Legislature. *See W. Pa. Water Co. v. Pa. PUC*, 370 A.2d 337, 339-40 (Pa. 1977) (citations omitted); *Fairview Water Co. v. Pa. PUC*, 502 A.2d 162, 165-66 (Pa.

1985) (citations omitted); *Fed. Deposit Ins. Corp. v. Bd. of Fin. & Revenue*, 84 A.2d 495, 499 (Pa. 1951) (citations omitted).

33. Pennsylvania courts have held that the Commission's jurisdiction is limited to water service, not water quality. *Pickford v. Pa. PUC*, 4 A.3d 707, 713 (Pa. Cmwlth. 2010) (emphasis in original) (citing *Rovin v. Pa. PUC*, 502 A.2d 785, 787 (Pa. Cmwlth. 1986)). Indeed, "Precedent makes clear the distinction between water service, which the Commission may regulate, and water quality, which may only be regulated by the DEP." *Pickford v. Pa. PUC*, 4 A.3d 707, 713 (Pa. Cmwlth. 2010) (emphasis in original) (citing *Rovin v. Pa. PUC*, 502 A.2d 785, 787 (Pa. Cmwlth. 1986)). As the Commonwealth Court noted in *Rovin*, "Water *quality* in Pennsylvania is statutorily regulated by the provisions of the Pennsylvania Safe Drinking Water Act and the Federal Safe Drinking Water Act," the enforcement of which "is specifically vested in [the Department of Environmental Resources, now DEP], and the Federal Environmental Protection Agency." *Rovin*, 502 A.2d at 787 (emphasis in original) (citations omitted).

34. The potential mix of York Water's chloramine-treated water supply with the Complainant's chlorine-treated water supply is a water quality issue, over which the Commission has no jurisdiction. *See Pickford*, 4 A.3d at 708-09, 713-14. In *Pickford*, a group of customers claimed that Pennsylvania American Water Company's use of chloramines, instead of chlorine, to treat its water supply constituted a violation of 66 Pa. C.S. § 1501. *Id.* at 708-09. The Commonwealth Court held the Commission had no jurisdiction over the dispute because the use of chloramines is a water quality issue. *Id.* at 713-14. As the Court observed, such a complaint is "a challenge to what goes into the water" and concerns "the water itself, in terms of its quality and whether it has the potential to be harmful." *Id.* at 714. Thus, the DEP had exclusive

jurisdiction over the challenge to the “substances used in the treatment of water and the resultant impact on the health of the public,” because “it has primacy over the enforcement of the Safe Drinking Water Act.” *Id.*

35. Here, the Commission has no jurisdiction over the quality of the Company’s water supply. The Complainant contends that York Water’s chloramine-treated water supply could cause public health issues for DYWA’s customers if potentially mixed with the Complainant’s chlorine-treated water supply and, therefore, constitutes a violation of 66 Pa. C.S. § 1501. As noted previously, it is well-established the Commission has no jurisdiction over water quality issues. DEP has exclusive jurisdiction over the quality of York Water’s water supply. To the extent that any issues arise regarding the quality of York Water’s water supply or DYWA’s control over any blending of the two water supplies, DEP has exclusive jurisdiction. Indeed, DEP will review all of York Water’s permitted equipment at the point of interconnect to determine whether all requirements under the Safe Drinking Water Act are met.

36. Furthermore, the Complainant’s arguments truly concern the quality of DYWA’s water supply. Any potential mixing would occur beyond the point of interconnect with York Water’s facilities. DYWA is a municipal authority that is not subject to the Commission’s jurisdiction. As a result, the Commission has no jurisdiction over the quality of DYWA’s water supply. Again, to the extent that there are any issues regarding the quality of DYWA’s water supply or the potential mixing of York Water’s and the Complainant’s water supplies by DYWA, such issues are within the exclusive jurisdiction of DEP.<sup>1</sup>

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<sup>1</sup> Even if this were considered an issue relating to DYWA’s water “service” and not water “quality,” the Commission has no jurisdiction over the service of a municipal authority, even if the authority is providing service beyond the limits of the municipality that created it. *See White Rock Sewage Corp. v. Pa. PUC*, 578 A.2d 984, 987-88 (Pa. Cmwlth. 1990) (citing *Graver v. Pa. PUC*, 469 A.2d 1154 (Pa. Cmwlth. 1984)); 53 Pa. C.S. § 5607(d)(9) (stating that “[t]he court of

37. Finally, the Commission's jurisdiction does not expand under Section 507 of the Public Utility Code, 66 Pa. C.S. § 507, to include water quality issues. As explained previously, Section 507 limits the Commission's inquiry to the reasonableness, legality, and validity of the proposed Agreement between York Water and DYWA. Section 507 does not expand the inquiry into matters over which the Commission has no jurisdiction, such as water quality issues. Indeed, even if the proposed Agreement and emergency interconnect with DYWA could potentially create issues with the quality of either York Water's or DYWA's water supply, those issues would not affect whether the Agreement is a lawful and binding contract.

WHEREFORE, York Water respectfully requests that the allegations raised in the Amended Complaint regarding the quality of DYWA's water supply be summarily dismissed pursuant to 52 Pa. Code § 5.101(a)(1).

**C. PRELIMINARY OBJECTION NO. 3 – THE COMPLAINANT HAS NO STANDING TO BRING UNREASONABLE SERVICE CLAIMS ON BEHALF OF DYWA OR DYWA'S CUSTOMERS**

38. York Water incorporates by reference Paragraphs 1 through 35 as if fully set forth herein.

39. In support of its claim that the proposed Agreement would violate 66 Pa. C.S. § 1501, the Complainant attempts to raise issues concerning the reasonableness of service provided to DYWA and DYWA's customers.

40. Specifically, the Complainant alleges the introduction of York Water's chloramine-treated water supply into DYWA's water supply would "negatively affect the water chemistry and the stability of the water systems of [DYWA]." (Amended Complaint ¶ 28)

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common pleas shall have exclusive jurisdiction to determine questions involving rates or service" of a municipal authority).

Moreover, if the Complainant's chlorine-treated water supply were mixed with York Water's chloramine-treated water supply, the Complainant avers there could potentially be "public health issues." (Amended Complaint ¶ 29) Finally, presuming the absence of a hydraulic study,<sup>2</sup> the Complainant argues that York Water's interconnection with DYWA's system could "dramatically affect the hydraulics of all three systems." (Amended Complaint ¶ 30)

41. The Complainant has no standing to bring these unreasonable service claims on behalf of DYWA or DYWA's customers.

42. Under Pennsylvania law, "[i]n seeking judicial resolution of a controversy, a party must establish as a threshold matter that he has standing to maintain the action." *Stilp v. Commonwealth*, 940 A.2d 1227, 1233 (Pa. 2007). "[T]he core concept of standing is that a person who is not adversely affected in any way by the matter he seeks to challenge is not aggrieved thereby and has no standing to obtain a judicial resolution of his challenge." *Fumo v. City of Phila.*, 972 A.2d 487, 496 (Pa. 2009) (citing *Wm. Penn Parking Garage, Inc. v. City of Pittsburgh*, 346 A.2d 269, 280-81 (Pa. 1975)).

43. To have standing, a party must establish that its interest is substantial, direct, and immediate. *See Del-Aware Unlimited. v. Commonwealth*, 551 A.2d 1117, 1121 (Pa. Cmwlth. 1988) (citation omitted); *1000 Grandview Ass'n v. Mt. Washington Assocs.*, 434 A.2d 796, 797 (Pa. Super. 1981) (citation omitted).

44. To establish a party's interest is "substantial," the interest must exceed the interest "of all citizens in procuring obedience to the law." *In re Hickson*, 821 A.2d 1238, 1243 (Pa. 2003). Further, the party's interest is "direct" when "there is a causal connection between the

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<sup>2</sup> As explained in Paragraph 30 of its Answer to the Amended Complaint, York Water performed a comprehensive hydraulic study before entering into the proposed Agreement with DYWA. The study concluded none of the systems would be negatively affected.

asserted violation and the harm complained of,” and the interest is “immediate” when “that causal connection is not remote or speculative.” *City of Phila. v. Commonwealth*, 838 A.2d 566, 577 (Pa. 2003).

45. Here, the Complainant has absolutely no standing to bring an unreasonable service claim on behalf of DYWA or DYWA’s customers. In the Amended Complaint, the Complainant alleges that: (1) DYWA’s water system and water supply would be negatively affected by the introduction of York Water’s chloramine-treated water supply; and (2) if York Water’s water supply and the Complainant’s water supply were mixed, it could cause “public health issues.” (Amended Complaint ¶¶ 28-29) Such claims, if they were even within the Commission’s jurisdiction,<sup>3</sup> would have to be brought by DYWA or its customers. Nothing in the Amended Complaint establishes that the Complainant or its customers would be harmed by York Water’s chloramine-treated water supply. Indeed, so long as DYWA monitors and properly controls the two differently-treated water supplies, and York Water and the Complainant both meet the requirements of their public water supply permits issued by DEP, there should be no issues on DYWA’s system.<sup>4</sup>

46. Likewise, the Complainant argues that York Water’s emergency interconnection with DYWA “may dramatically affect the hydraulics of all three systems.” (Amended Complaint ¶ 30) To the extent that the Complainant argues there will be negative effects on the hydraulics of DYWA’s system, such claim must be brought by DYWA, not the Complainant.

WHEREFORE, York Water respectfully requests that the Complainant’s allegations of unreasonable service to DYWA and DYWA’s customers be summarily dismissed pursuant to 52 Pa. Code § 5.101(a)(7).

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<sup>3</sup> See Section III.B., *supra*.

<sup>4</sup> See Paragraph 29 of the Company’s Answer to the Amended Complaint.

**IV. CONCLUSION**

WHEREFORE, The York Water Company respectfully requests that certain claims raised in the Amended Complaint, as identified in these Preliminary Objections, be dismissed in their entirety and with prejudice pursuant 52 Pa. Code § 5.101(a).

Respectfully submitted,



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Of Counsel:

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Date: September 7, 2017

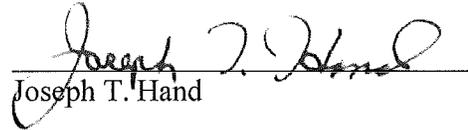
Attorneys for The York Water Company

**VERIFICATION**

I, Joseph T. Hand, being the Chief Operating Officer at The York Water Company, hereby state that the facts set forth above are true and correct to the best of my knowledge, information and belief, and that if asked orally at a hearing in this matter, my answers would be as set forth therein.

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

Date: September 7, 2017

  
\_\_\_\_\_  
Joseph T. Hand