

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Rivers of Steel Heritage Corp.,
:
Complainant :
:
v. Docket No. C-2025-3056485
Pennsylvania American Water Company
Respondent :

**RESPONSE OF RIVERS OF STEEL HERITAGE CORP. TO PRELIMINARY
OBJECTIONS OF PENNSYLVANIA AMERICAN WATER COMPANY**

Rivers of Steel Heritage Corp. (“Complainant” or “RSHC”) hereby files the following Response to the Preliminary Objections filed by Pennsylvania American Water Company (“Respondent” or “PA Water”) to the Formal Complaint filed by RHSC.

I. FACTUAL BACKGROUND

On April 15, 2025, RHSC received an invoice from PA Water which claimed that RHSC had used 548,900 gallons of water between February 19, 2025, and March 19, 2025, at its Pump House Site even though the water at that Site had been turned off in late January of that year. Based on this purported water usage, PA Water claimed PSHC owed it \$7,543.34 for its water usage during that time-period (the “Disputed Invoice”). Because it was blatantly obvious that the Disputed Invoice was wildly erroneous, after failing to convince PA Water to withdraw or modify the Invoice, RSHC filed a Formal Complaint with the Pennsylvania Public Utility Commission (“PUC”) asking that the Disputed Invoice be withdrawn and also asking that the PUC award attorneys' fees under 42 Pa.C.S.A. section 2503(9).¹ In its Preliminary Objections,


¹ RSHC initially filed an Informal Complaint with the PUC, however, that Informal Complaint was dismissed for lack of jurisdiction since RSHC is a commercial customer of PA Water.

PA Water requests that the claim for attorneys' fees be dismissed contending that the PUC has no authority to award such fees.²

II. WITHDRAWAL OF ATTORNEYS' FEES CLAIM

After a careful review of the statute authorizing the PUC and case law, Complainant is satisfied that the PUC has no power to award attorneys' fees to RSHC even if, as RSHC firmly believes, the position taken by PA Water in this dispute is arbitrary, vexatious and in bad faith within the meaning of 42 Pa.C.S.A section 2503(9). As such, RSHC will withdraw its claim for attorneys' fees in this PUC proceeding without prejudice thereby preserving the right to assert a claim for attorneys' fees in any appeal to the court system or in any separate lawsuit in the future. Chen v. Saidi, 100 A.3d 587, 592 (Pa. Super. 2014). (Section 2503(9) "focuses attention on the conduct of the party from whom counsel fees are sought and on the relative merits of that party's claims.") and In re Barnes Foundation, 74 A.3d 129, 136 (Pa. Super. 2013) (An opponent's conduct is considered "arbitrary" within the meaning of the statute if it "is based on random or convenient selection or choice rather than reason or nature."))

Respectfully Submitted,

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Counsel for Rivers of Steel Heritage Corp

² The Preliminary Objections also ask that RSHC's claim for monetary damages be dismissed, however, no such claim was made in the Formal Complaint. Rather, RSHC requested that (1) the Disputed Invoice be withdrawn, and (2) the PUC award attorneys' fees.

CERTIFICATE OF SERVICE

I hereby certify that I have served on this day a true and correct copy of the Response to the Preliminary Objections of Pennsylvania American Water Company upon the party listed below in accordance with the requirements of 52 Pa. Code section 1.54.

Via U. Mail and Electronic Mail


Nicholas A. Stobbe, Esq.

Stevens & Lee

17 N. Second Street, 16th Floor

Harrisburg, PA 17101

August 21, 2025

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Larry A. Silverman, Esq.