

Stevens & Lee

17 N. Second Street, 16th Floor
Harrisburg, PA 17101
(717) 234-1090
www.stevenslee.com

Direct Dial: (717) 724-3445
Email: nicholas.stobbe@stevenslee.com
Direct Fax: (610) 236-4915

September 3, 2025

VIA ELECTRONIC FILING

Matthew L. Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

**RE: Janet Garvey v. Pennsylvania-American Water Company
Docket No. F-2025-3056873**

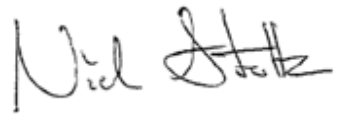
Dear Secretary Homsher:

Enclosed for filing on behalf of Pennsylvania-American Water Company is its Preliminary Objection to the above-referenced Complaint. A copy has been served on the Complainant in accordance with the attached Certificate of Service.

If you have any questions, please feel free to contact me.

Very truly yours,

STEVENS & LEE



Nicholas A. Stobbe

Enc.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

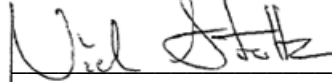
Janet Garvey, :
Complainant :
 :
v. : Docket No. F-2025-3056873
 :
Pennsylvania American Water Company, :
Respondent :

NOTICE TO PLEAD

YOU ARE HEREBY ADVISED THAT, PURSUANT TO 52 PA. CODE § 5.101, YOU MUST FILE AN ANSWER TO THE ENCLOSED PRELIMINARY OBJECTION WITHIN TEN (10) DAYS OF THE DATE OF SERVICE HEREOF. YOUR ANSWER TO THE PRELIMINARY OBJECTION 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.

Respectfully submitted,

STEVENS & LEE



Nicholas A. Stobbe
Attorney I.D. 329583
Michael A. Gruin,
Attorney I.D. 78625
17 N. 2nd St., 16th Fl.
Harrisburg, PA 17101
Tel. (717) 724-3445
(717) 255-7365
Fax (610) 235-4915
(610) 988-0852

nicholas.stobbe@stevenslee.com
mag@stevenslee.com

DATE: September 3, 2025

*Counsel For Pennsylvania-
American Water Company*

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Janet Garvey,	:	
Complainant	:	
	:	
v.	:	Docket No. F-2025-3056873
	:	
Pennsylvania American Water Company,	:	
Respondent	:	

**PRELIMINARY OBJECTION OF PENNSYLVANIA-AMERICAN WATER COMPANY
TO THE COMPLAINT OF JANET GARVEY**

AND NOW, comes Pennsylvania-American Water Company (“PAWC” or the “Company”) and hereby files this Preliminary Objection pursuant to the regulations of the Pennsylvania Public Utility Commission (“Commission”) at 52 Pa. Code § 5.101, and respectfully requests that the Formal Complaint filed by Janet Garvey (“Complainant”) be summarily dismissed in its entirety because it is legally insufficient.

In support thereof, the Company states as follows:

I. BACKGROUND

1. The Company is a “public utility” as the term is defined under the Public Utility Code, 66 Pa. C.S. § 102, subject to the regulatory jurisdiction of the Commission.

2. By Secretarial Letter dated August 14, 2025, the Company was served with the above-captioned Complaint. In the Complaint, the Complainant alleges, among other things, that the Company advised her of a potential leak at 706 Spring Street, Moosic, PA 18507 (“Service Address”) on April 22, 2025. (Complaint ¶ 4.)

3. The Complainant further alleges that, upon investigation, she discovered a coil in her meter pit related to her customer-owned service line was leaking and, upon that discovery, she turned the valve off on the meter and contacted a plumber. (Complaint ¶ 4.)

4. As relief, the Complainant requests that the billed amount of 382,200 gallons of water consumed at the Service Address be “billed as 200 gallons of used water” and that she only be billed for that adjusted portion of the leak-affected bill. (Complaint ¶ 4, attachment.)

5. The Company herein files this Preliminary Objection to the Complaint. For the reasons explained below, the Company respectfully requests that the Complaint be summarily dismissed pursuant to Section 5.101(a)(4) of the Commission’s regulations because it is legally insufficient. 52 Pa. Code § 5.101(a)(4).

II. STANDARD OF REVIEW

6. 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).

7. In ruling on preliminary objections, the Presiding Officer must accept as true all well-pled allegations of material facts as well as all inferences reasonable deducible therefrom. *Stilp v. Commonwealth*, 910 A.2d 775, 781 (Pa. Cmwlth. 2006) (“Stilp”) (citing *Dep’t of Gen. Servs. V. Bd. Of Claims*, 881 A.2d 14 (Pa. Cmwlth. 2005)), *affirmed* 974 A.2d 491 (Pa. 2009). However, 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. 2008), *affirmed*, 963 A.2d 670 (Pa. 2009). Notwithstanding, any doubt must be resolved in favor of the non-moving party. *Stilp* at 781.

8. In addition, the Presiding Officer must determine whether, based on the factual pleadings, if recovery is possible. *See Rok v. Flaherty*, 527 A.2d 211, 214 (Pa. Cmwlth. 1987) (citation omitted). Indeed, for preliminary objections to be sustained, it must appear with certainty that the law will permit no recovery. *See Stilp* at 781; *Milliner v. Enck*, 709 A.2d 417, 418 (Pa. Super. 1998) (quoting *Santiago v. Pa. Nat. Mut. Cas. Ins. Co.*, 613 A.2d 1235, 1238 (Pa. Super. 1992)).

III. PRELIMINARY OBJECTION

A. PRELIMINARY OBJECTION NO. 1 – THE COMPLAINT DOES NOT ALLEGE A VIOLATION OF THE PUBLIC UTILITY CODE, A COMMISSION REGULATION, A COMMISSION ORDER, OR THE COMPANY’S COMMISSION-APPROVED TARIFF AND, THEREFORE, IT IS LEGALLY INSUFFICIENT.

9. The Company incorporates by reference Paragraphs 1 through 8, *supra*, as though fully set forth herein.

10. In order to be legally sufficient, a complaint must set forth “an act or thing done or omitted to be done or about to be done or omitted to be done by the respondent in violation, or

claimed violation, of a statute which the Commission has jurisdiction to administer, or of a regulation or order of the Commission.” 52 Pa. Code § 5.22(a)(4).

11. If no factual issue pertinent to the resolution of a case exists, a hearing is unnecessary. 66 Pa.C.S. § 703(a); *Lehigh Valley Power Committee v. Pa. Pub. Util. Comm’n*, 563 A.2d 548 (Pa. Cmwlth. 1989); *S.M.E. Bessemer Cement, Inc. v. Pa. Pub. Util. Comm’n*, 540 A.2d 1006 (Pa. Cmwlth. 1988); *White Oak Borough Authority v. Pa. Pub. Util. Comm’n*, 103 A.2d 502 (Pa. Super. 1954).

12. The Complaint is legally insufficient because it fails to allege an act or omission that could be construed as violating the Public Utility Code, a Commission regulation, a Commission Order, or the Company’s Commission-approved Tariff and, in doing so, fails to state a claim upon which relief can be granted.

13. PAWC has filed an Answer and New Matter concurrent with this Preliminary Objection. The Company’s New Matter is incorporated by reference as though fully set forth herein.

14. As stated in the New Matter, the Company’s Tariff addresses where a meter must be placed in relation to a serviceable property. Rule 5.2(a) of the Company’s Commission-approved Tariff dictates that:

- (a) The Customer shall provide a safe, readily-accessible, and protected location for the installation of a meter at such point as will control the entire supply to the premise. **The location must be acceptable to the Company as most convenient for its service so that the meter may be easily examined, read, or removed. For new construction, the meter shall be required to be installed outside the building in a meter box/vault unless otherwise approved or specified by the Company. The location of the meter box/vault shall be subject to the express approval of the Company; in most cases, the meter box/vault shall be located inside the property line by the Customer.** For existing premises and circumstances, subject to the Company’s

approval, a meter may be set within the structure to be served, at a location approved by the Company, after the Customer has had the plumbing arranged (including the installation of special devices if required by the Company) to receive the meter at a convenient point inspected and approved by the Company so as to control the entire supply of water to the property.

Pennsylvania-American Water Company, Supplement No. 2 to Tariff-Water-PA P.U.C. No. 5, First Revised Page No. 48, Rule 5.2(a) (**emphasis added**).

15. The Complaint does not allege that the Company improperly applied its Tariff as to the location of the meter at the Service Address. Rather, the Complainant merely alleges that the service line leak could have been noticed earlier if the meter was elsewhere at the Service Address.

16. The Commission's regulations define customer's service line as "[t]he service line extending from the curb, property line or utility connection to a point of consumption." 52 Pa. Code § 65.1.

17. The Company's Commission-approved Tariff dictates that responsibility for the service line is the customer's, not the Company's.

18. Rule 4.9 of the Company's Commission-approved Tariff dictates that:

The Customer shall have full responsibility for the installation, repair, replacement, and maintenance of all Service Pipes, including full responsibility for metered water usage attributable to a leak in the Service Pipe; The failure of a Customer to properly install and maintain a Service Pipe, including replacement, shall constitute grounds for the Company to initiate action to terminate service to the Customer and seek recovery for any damage to the Company's facilities caused by an improperly functioning Service Pipe. Where an undetected, non-surfacing, underground leak is found in a Customer's Service Pipe, the Company shall credit the Customer with a one-time bill adjustment equal to forty percent (40%) of that portion of one month's consumption that exceeds the average monthly usage, based on the prior twelve month period, upon proper verification that the leak has been repaired. The Company may require documentation to (C) establish, to the Company's satisfaction, the existence of such repaired leak at the Customer's premises. Such bill adjustment will be provided only to the extent the Customer has not received a bill

adjustment for an undetected, non-surfacing, underground leak at the same premises in the past five (5) years

Pennsylvania-American Water Company, Supplement No. 2 to Tariff-Water-PA P.U.C. No. 5, First Revised Page No. 47, Rule 4.9 (**emphasis added**) (“Rule 4.9”).

19. PAWC applied a 40% leak adjustment to the Complainant’s service line leak affected bill consistent with Rule 4.9.

20. At all times relevant to the Complaint, the Company complied with the terms of its Commission-approved Tariff and the Complainant does not contend otherwise.

21. The Complainant is responsible for water use attributable to a leak in the Complainant’s service line. *See* Rule 4.9; *John L. Wilcox v. Library Water Co.*, 27 Pa. PUC 664, 667 (1948); *John Nicklaus, Jr. v. Pennsylvania-American Water Co.*, 77 Pa. PUC 184, 193 (1992), *Rodriguez v. Pennsylvania-American Water Co.*, Docket No. F-2013-2388450 (Initial Decision issued Apr. 28, 2014, Final Order entered Aug. 5, 2014); *Rushing v. Pennsylvania-American Water Co.*, Docket No. F-2015-2461147 (Order entered Apr. 9, 2015, upholding Order Granting Interim Emergency Relief and Certifying Material Question issued on Feb. 4, 2015).

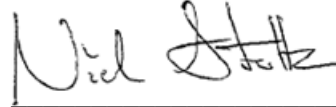
22. Therefore, because PAWC has already applied an adjustment to the Complainant’s account consistent with its Commission-approved Tariff, because the Complainant has failed to plead that PAWC violated any applicable law, regulation, order, or Tariff provision, and because the Complainant is responsible for maintenance of her service line and for bills affected by leaks on the service line, PAWC submits that the Complaint is legally insufficient as a matter of law, no relief can be granted, and the Complaint should be dismissed with prejudice pursuant to 52 Pa. Code § 5.101(a)(4).

IV. CONCLUSION

WHEREFORE, for the foregoing reasons, Pennsylvania-American Water Company respectfully requests that the Complaint filed by Janet Garvey be dismissed in its entirety as it is legally insufficient.

Respectfully submitted,

STEVENS & LEE



Nicholas A. Stobbe
Attorney I.D. 329583
Michael A. Gruin,
Attorney I.D. 78625
17 N. 2nd St., 16th Fl.
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*Counsel For Pennsylvania
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Pennsylvania American Water Company,	:	
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VERIFICATION

I, Tawana Dean, Regulatory Compliance Manager with Pennsylvania-American Water Company, verify that the factual allegations contained in the foregoing Preliminary Objection to Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsifications to authorities.

September 3, 2025
Date



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	:	
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	:	
Pennsylvania American Water Company,	:	
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CERTIFICATE OF SERVICE

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

VIA First Class U.S. Mail

Janet Garvey
929 Main Street
Duryea, PA 18642



September 3, 2025

Nicholas A. Stobbe