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September 15, 2025

VIA ELECTRONIC FILING

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

**RE: Waterdam Farms Planned Community Homeowners' Association v.
Pennsylvania-American Water Company
Docket No. C-2025-3057003**

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**

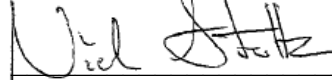
Waterdam Farms Planned Community :
Homeowners' Association, :
Complainant :
 :
v. : Docket No. C-2025-3057003
 :
Pennsylvania American Water Company, :
Respondent :

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



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DATE: September 15, 2025

*Counsel For Pennsylvania-
American Water Company*

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Waterdam Farms Planned Community	:	
Homeowners' Association,	:	
Complainant	:	
	:	
v.	:	Docket No. C-2025-3057003
	:	
Pennsylvania American Water Company,	:	
Respondent	:	

**PRELIMINARY OBJECTION OF PENNSYLVANIA-AMERICAN WATER COMPANY
TO THE COMPLAINT OF WATERDAM FARMS PLANNED COMMUNITY
HOMEOWNERS' ASSOCIATION**

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 Waterdam Farms Planned Community Homeowners’ Association (“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 26, 2025, the Company was served with the above-captioned Complaint. In the Complaint, the Complainant alleges, among other things, that the Company failed to timely notify the Complainant of a service line leak occurring at 101

Greystone Dr., McMurray, PA 15317 (“Service Address”), which prevented the Complainant from taking timely remedial action. (Complaint ¶ 4-5.)

3. As relief, the Complainant requests that the Company provide an “adjusted invoice reflecting the principles set forth in Section 56.12(7)” of the Commission’s regulations, that the Commission review PAWC’s internal notification procedures for high-usage alerts, and that the Commission issue “guidance or penalties if necessary for failing to notify customers promptly and mitigate avoidable billing consequences.” she only be billed for that adjusted portion of the leak-affected bill. (Complaint ¶ 5.)

4. 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

5. 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).

6. 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.

7. 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.

8. The Company incorporates by reference Paragraphs 1 through 7, *supra*, as though fully set forth herein.

9. 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).

10. 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).

11. 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.

12. 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.

12. In the Complaint, the Complainant alleges that beginning on May 15, 2025, a “significant” leak began on the Complainant’s water service line, “resulting in continuous water loss of approximately 21 gallons per minute.” (Complaint ¶ 4.)

13. The Complainant further alleges that PAWC did not provide notice to the Complainant of the elevated usage until June 14, 2025, and that the leak was not addressed or remediated until June 18, 2025. (Complaint ¶ 4, attachment.)

14. On May 30, 2025, PAWC rendered an actual bill to the Complainant in the amount of \$4,367.05 for the billing period of April 26, 2025, through May 27, 2025.

15. On June 2, 2025, PAWC provided the Complainant with a letter notifying it of the increased usage at the Service Address and advised to check for potential leaks, among other things.

16. On July 1, 2025, PAWC rendered an actual bill to the Complainant in the amount of \$12,441.00, for the billing period of May 28, 2025, through June 25, 2025. This bill included a balance forward from the previous bill of \$4,367.05, in addition to new service-related charges of \$8,043.95, among other things.

17. On July 28, 2025, the Company rendered an actual bill to the Complainant of \$13,513.85 for the period of June 26, 2025, through July 24, 2025. This bill consisted of a balance forward of \$12,441.00, in addition to new service-related charges of \$1,072.85.

18. At all times relevant to the Complaint, the Complainant was billed based off actual meter readings.

19. The Complainant points to 52 Pa. Code. § 56.12(7) which, in relevant part, dictates that:

Limitation of liability. If a water public utility has estimated bills and if the customer or occupant during that period has consumed an amount of water in excess of normal seasonal usage because of a verified leak that could not reasonably have been detected or other unknown loss of water, the customer is not liable for more than 150% of the average amount of water consumed for the corresponding period during the previous year. This section does not apply when the water public utility was unable to gain access and has complied with paragraph (4)

20. However, because the Company did not estimate **any** of the bills disputed in the Complaint, this regulation does not apply.

21. Moreover, PAWC acted reasonably in response to the Complainant's elevated usage.

22. The first disputed bill was rendered on May 30, 2025. On June 2, 2025, PAWC provided a letter to the Complainant advising them of the elevated usage for the preceding billing period. A copy of that letter is attached hereto as **Appendix A**.

23. Therefore, the Complainant was on notice of its elevated bill and potential leaks at the Service Address on May 30, 2025, due to the high bill being issued. The Complainant was further notified of the elevated usage by letter on June 2, 2025.

24. The Complainant points to no requirements under the Public Utility Code, the Commission's regulations, a Commission Order, or the Company's Commission-approved Tariff that PAWC could have – or was required to – notify it of the elevated usage earlier.

25. Moreover, the Complainant is responsible for leaks occurring on its customer-owned service line, which the Complainant acknowledges occurred here. (Complaint ¶ 4 “a significant leak began on the [Complainant's] service line...”.)

26. 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.

Supplement No. 50 to Tariff Water-PA P.U.C. No. 5, Fifth Revised Page 47, Rule 4.9 (**emphasis added**).

27. Here, the Company complied with its Tariff, which the Complainant does not dispute, because: (1) the Complainant is responsible for water usage associated with damaged or leaking service lines; (2) all bills were rendered based off of actual usage; (3) the Company timely notified the Complainant of the elevated usage three (3) days after the first elevated bill was issued (and one (1) business day after the elevated bill was issued); and (4) the Company offered a bill adjustment consistent with its Tariff, which the Complainant acknowledges. (Complaint ¶ 7.)

28. Therefore, PAWC submits that the Complaint fails to state a claim upon which relief can be granted as it does not allege PAWC violated the Public Utility Code, the Commission's regulations, a Commission Order, or the Company's Commission-approved Tariff. Therefore, the Complaint is legally insufficient and should be dismissed with prejudice.

IV. CONCLUSION

WHEREFORE, for the foregoing reasons, Pennsylvania-American Water Company respectfully requests that the Complaint filed by Waterdam Farms Planned Community Homeowners' Association be dismissed in its entirety as it is legally insufficient.

Respectfully submitted,

STEVENS & LEE



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DATE: September 15, 2025

*Counsel For Pennsylvania
American Water Company*

APPENDIX A

06/02/2025

WF HOA
101 Greystone Dr
Mc Murray, PA 15317-0919

For Service To:

Account Number: [REDACTED]

Service Address: 101 Greystone Dr CLUBHSE
Mc Murray, PA 15317-0919

Dear Pennsylvania American Water Customer:

We appreciate your business and the opportunity to continue serving you, your neighbors and our local communities.

One of our responsibilities as your water service provider is to give you all the information you need to manage your water use, and to alert you when we notice something out of the ordinary. When we obtained your most recent meter reading, we noticed that your water use is considerably higher than normal.

There could be many reasons for unusually high water use, including short-term visitors, seasonal usage, or potential leaks. We suggest that you check your property for possible leaks or problems which could cause unusually high water use. If you determine that the source of the high water use is the result of a broken service line or internal plumbing problem, we encourage you to take steps as soon as possible to prevent recurring high bills.

We offer a Leak Detection Kit and other useful information for identifying high water use on our website, www.amwater.com. Many leaks are not noticeable but can contribute to unexpected water use. If you cannot determine the reason for your higher water use, please call our customer service center between the hours of 7am and 7pm at the number below.

Sincerely,

Pennsylvania American Water Customer Service

**BEFORE THE
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Complainant	:	
	:	
v.	:	Docket No. C-2025-3057003
	:	
Pennsylvania American Water Company,	:	
Respondent	:	

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 15, 2025
Date



A handwritten signature in cursive script, appearing to read 'Tawana Dean', is written over a horizontal line.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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	:	
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	:	
Pennsylvania American Water Company,	:	
Respondent	:	

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 and Email

William E. Otto, Esq.
PO Box 701
McMurray, PA 15668
weo@ottolawfirm.com



September 15, 2025

Nicholas A. Stobbe