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October 6, 2025

VIA ELECTRONIC FILING

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

**RE: Eric Keiper v. Pennsylvania-American Water Company
Docket No. C-2025-3057455**

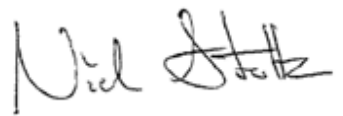
Dear Secretary Homsher:

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**

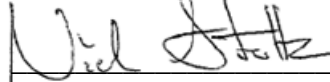
Eric Keiper,	:	
Complainant	:	
	:	
v.	:	Docket No. C-2025-3057455
	:	
Pennsylvania American Water Company,	:	
Respondent	:	

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: October 6, 2025

*Counsel For Pennsylvania-
American Water Company*

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Eric Keiper,	:	
Complainant	:	
	:	
v.	:	Docket No. C-2025-3057455
	:	
Pennsylvania American Water Company,	:	
Respondent	:	

**PRELIMINARY OBJECTION OF PENNSYLVANIA-AMERICAN WATER COMPANY
TO THE COMPLAINT OF ERIC KEIPER**

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 Eric Keiper (“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 September 16, 2025, the Company was served with the above-captioned Complaint.
3. In the Complaint, the Complainant alleges, among other things, that his home at 854 Main Street, Swoyersville, PA 18704 (“Service Address”) experienced a service line leak near the meter pit, thereby substantially increasing his bill(s). (Complaint ¶ 4, Attachment A.)

4. The Complainant further alleges that the Company did not notify him of his elevated consumption until August 15, 2025. (Complaint ¶ 4, Attachment A.)

5. As relief, the Complainant requests that his bills be adjusted to equal his typical monthly bills, in addition to a reimbursement or credit of \$2,250.13 representative of the July 29, 2025, payment the Complainant made. (Complaint ¶ 4, Attachment A.)

6. 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

7. 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).

8. 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.

9. 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.

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

11. 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).

12. 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).

13. 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.

14. 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.

15. 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.

16. As stated in the Company’s New Matter, its Commission-approved Tariff dictates that responsibility for the service line is the customer’s, not the Company’s.

17. 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").

18. PAWC applied a 40% leak adjustment to one of the Complainant's service line leak affected bills consistent with Rule 4.9.

19. 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.

20. Furthermore, the Company provided the Complainant with high-bill letters, advising him of his high usage and advising him to check for potential leaks, on May 7, 2025, June 4, 2025, July 4, 2025, August 6, 2025, August 18, 2025, and September 15, 2025.

21. The Complainant is responsible for water use attributable to a leak in their 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).

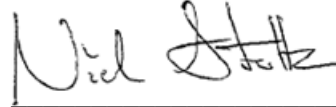
22. Therefore, because PAWC has already applied an adjustment to the Complainant's account consistent with its Commission-approved Tariff, because the Complainant failed to plead that PAWC violated any applicable law, regulation, order, or Tariff provision, and because the Complainant is responsible for maintenance of their 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 Eric Keiper be dismissed in its entirety as it is legally insufficient.

Respectfully submitted,

STEVENS & LEE



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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.

October 6, 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**

Eric Keiper,	:	
Complainant	:	
	:	
v.	:	Docket No. C-2025-3057455
	:	
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

Eric Keiper
854 Main Street
Swoyersville, PA 18704



October 6, 2025

Nicholas A. Stobbe