

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Waterdam Farms Planned Community	:	
Homeowners Association	:	
	:	
v.	:	C-2025-3057003
	:	
Pennsylvania American Water Company	:	

**INTERIM ORDER  
DENYING RESPONDENT’S PRELIMINARY OBJECTION  
AND DIRECTING THAT AN EVIDENTIARY HEARING BE SCHEDULED**

On August 21, 2025, the Waterdam Farms Planned Community Homeowners Association (Complainant or Waterdam Farms or the Association) filed a Formal Complaint (Complaint) with the Pennsylvania Public Utility Commission (Commission) against Pennsylvania American Water Company (Respondent, PAWC, or Company), alleging PAWC failed to comply with reasonable utility practice and customer service standards, specifically concerning timely notification of abnormal water usage. Complaint, p. 1. It explained that a “significant leak” began on the Association’s service line, resulting in a continuous water loss of approximately 21 gallons per minute, but PAWC failed to notify the Association of the leak until June 14, 2025, at which time the Association contacted PAWC and requested an investigation. *Id.* at 1-2. Waterdam Farms avers the leak persisted until June 18, 2025, when PAWC finally shut off the water, which led to substantial water usage and wastewater billing impacts. *Id.* at 2.

Complainant submits that PAWC failed to promptly notify the Association of the leak as required and take reasonable steps to prevent extended water loss. *Id.* As relief, Waterdam Farms requests the Commission to: (1) direct PAWC to provide the Association with an adjusted invoice per 52 Pa. Code § 56.12(7); (2) review PAWC’s internal notification procedures for high-usage alerts; and (3) issue guidance or penalties, if necessary, for failing to notify customers promptly and mitigate avoidable billing consequences. *Id.* at 3. Regarding service by the Commission, Waterdam Farms requested that its counsel be eServed.

On September 15, 2025, PAWC filed an Answer, New Matter, and Preliminary Objection to the Complaint. In its Answer, PGW admits that the Company issued a termination notice to Complainant for an outstanding balance. In its Answer, PAWC admits it took a meter read on May 26, 2025, which indicated a substantial increase in usage, and sent the Association a notice on June 2, 2025. Answer ¶ 4. Further, it avers it issued a bill on May 30, 2025, for the billing period of April 26, 2025, through May 27, 2025. *Id.* Respondent denies it failed to comply with notification requirements and claims its actions were consistent with the Public Utility Code (Code), the Commission’s regulations, and its Tariff. *Id.* PAWC further submits that per its Commission-approved Tariff, it offered Complainant a 40% credit based on the highest bill rendered to Complainant during the disputed period. *Id.*

In New Matter, the Company avers bills rendered on May 30, 2025, July 1, 2025, and July 28, 2025, were all based on actual meter reads, and therefore, Complainant’s request for relief under 52 Pa. Code § 56.12(7) is inapplicable, since that regulation only applies to situations where a utility issues bills based on estimated readings. New Matter ¶¶ 9-11. PAWC submits Complainant fails to identify any requirement under the 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 than the bill issued on May 30, 2025, and the notice issued on June 2, 2025.

A Notice to Plead was attached to the New Matter, advising Complainant to file a response within twenty (20) days. Complainant did not file a response.

In its Preliminary Objection, Respondent argues the Complaint is legally insufficient because it fails to allege a violation of the Code, a Commission regulation, a Commission Order, or its Tariff. Preliminary Objection ¶ 11.

A Notice to Plead was attached to the Preliminary Objection, advising Complainant to file a response within ten (10) days. Complainant did not file a response.

It is now appropriate to rule on the Preliminary Objection.

### Discussion

Preliminary objection practice before the Commission is similar to Pennsylvania civil practice respecting preliminary objections. *Equitable Small Transportation Intervenors v. Equitable Gas Company*, 1994 Pa. PUC LEXIS 69, Docket No. C-00935435 (July 18, 1994). The moving party may not rely on its own factual assertions but must accept for the purposes of disposition of the preliminary objection, all well-pleaded, material facts of the other party, as well as every inference fairly deducible from those facts. *County of Allegheny v. Cmwltth. of Pa.*, 490 A.2d 402 (Pa. 1985). However, the Commission 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. Cmwltth. 2007).

PAWC argues in its Preliminary Objection that the bills issued on May 30, 2025, July 1, 2025, and July 28, 2025, were all based on actual meter reads, and therefore, Complainant's request for relief under 52 Pa. Code § 56.12(7) is inapplicable. It further argues the Complaint fails to allege PWAC violated any other provision found in the Code, Commission regulations, Commission Orders, or its Tariff.

As discussed above, when disposing of Preliminary Objections, I look only at the factual assertions contained in the Complaint. Complainant does not specifically aver or admit that the bills were based on actual meter reads. The Complaint reads only that "PAWC claims it was taking actual readings." Complaint, p. 2. The averment that the bills were based on actual reads is found in the Answer, not the Complaint. Therefore, based strictly on the contents of the Complaint, I cannot determine that the bills were *in fact* based on actual meter reads and Waterdam Farms is not entitled to relief under 52 Pa. Code § 56.12(7).

A utility's Commission-approved tariff is *prima facie* reasonable. However, a complainant may later challenge the tariff by establishing that the facts and circumstances have changed so drastically as to render the application of the tariff provision unreasonable.

*Brockway Glass Co. v. Pa. Pub. Util. Comm'n*, 437 A.2d 1067 (Pa. Cmwlth. 1981). Therefore, even if PAWC is correct that it did not violate its Tariff, Waterdam Farms may argue that the Tariff as applied in these circumstances is no longer reasonable due to a change in facts or circumstances.

Additionally, Section 1501 of the Code, 66 Pa.C.S. § 1501, requires utilities to provide reasonable and adequate service. Although not specifically pled, a plain reading of the Complaint includes averments that PWAC violated Section 1501. Therefore, the Preliminary Objection is denied and an evidentiary hearing shall be scheduled.

The parties should be advised, however, that at the evidentiary hearing in this matter, Complainant will bear the burden to present substantial evidence the Company violated a statute which the Commission has jurisdiction to administer, a tariff provision, or a regulation or order of the Commission. 52 Pa. Code § 5.12(a). If the Commission finds that PAWC violated a statute, regulation, order, or tariff provision, per Commission regulations, the Commission may impose a fine, but that fine would be payable to the Commission, not Complainant.

THEREFORE,

IT IS ORDERED:

1. That the Preliminary Objection filed by Pennsylvania American Water Company against the Formal Complaint filed by Waterdam Farms Planned Community Homeowners Association at Docket Number C-2025-3057003 is denied.

2. That the Complaint filed by Waterdam Farms Planned Community Homeowners Association at Docket Number C-2025-3057003 shall move forward to an evidentiary hearing.

3. That an evidentiary hearing in this matter be scheduled.

Date: October 22, 2025

\_\_\_\_\_/s/  
Emily I. DeVoe  
Administrative Law Judge

**C-2025-3057003 - WATERDAM FARMS PLANNED COMMUNITY HOMEOWNERS ASSOCIATION v. PENNSYLVANIA-AMERICAN WATER COMPANY**

ROBERT BOUCHARD PRESIDENT  
WATERDAM FARMS PLANNED COMMUNITY HOMEOWNERS ASSOCIATION  
101 GREYSTONE DRIVE  
MCMURRAY PA 15317  
**412.519.3588**  
[bouchard79@verizon.net](mailto:bouchard79@verizon.net)  
Served via Email – October 22, 2025

WILLIAM E OTTO ESQUIRE  
LAW FIRM OF WILLIAM E OTTO ESQ  
PO BOX 701  
MURRYSVILLE PA 15668  
**724.519.8778**  
[weo@ottolawfirm.com](mailto:weo@ottolawfirm.com)  
Served via eService – October 22, 2025  
*(Counsel for Complainant)*

MICHAEL A GRUIN ESQUIRE  
NICHOLAS STOBBE ESQUIRE  
STEVENS & LEE  
17 NORTH SECOND STREET 16TH FLOOR  
HARRISBURG PA 17101  
**717.255.7365**  
**717.724.3445**  
[michael.gruin@stevenslee.com](mailto:michael.gruin@stevenslee.com)  
[nicholas.stobbe@stevenslee.com](mailto:nicholas.stobbe@stevenslee.com)  
Served via eService – October 22, 2025  
*(Counsel for Pennsylvania-American Water Company)*