

Stevens & Lee

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

Direct Dial: (717) 255-7365
Email: michael.gruin@stevenslee.com
Direct Fax: (610) 988-0852

December 26, 2025

VIA ELECTRONIC FILING

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

**RE: Ryan Flynn o/b/o Liquid Management v. Pennsylvania-American Water Company
Docket No. C-2024-3047272**

Dear Secretary Homsher:

Enclosed for filing on behalf of Pennsylvania-American Water Company is its Main Brief in the above-referenced matter. 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



Michael A. Gruin

Encl.

cc: Certificate of Service

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

RYAN FLYNN o/b/o	:	
LIQUID MANAGEMENT	:	
Complainant	:	
	:	
v.	:	Docket No. C-2024-3047272
	:	
PENNSYLVANIA-AMERICAN	:	
WATER COMPANY	:	
Respondent	:	

**BRIEF OF RESPONDENT,
PENNSYLVANIA-AMERICAN WATER COMPANY**

In accordance with 52 Pa. Code § 5.501 and the Briefing Order issued on November 25, 2025, Pennsylvania-American Water Company (“PAWC” or “Company”), by and through its attorneys Stevens & Lee, P.C., files its Brief in the above-referenced matter.

I. STATEMENT OF THE CASE

Ryan Flynn, the Complainant in this matter, owns and operates the Meadowbrook Mobile Home Park (“Meadowbrook” or the “Park”). Meadowbrook is a mobile home park located in New Cumberland, Pennsylvania. Meadowbrook is a customer of PAWC’s for wastewater service only, and began receiving wastewater service from PAWC on December 3, 2019. PAWC Statement No. 2-R, at p. 8. At the time PAWC initiated wastewater service to Meadowbrook, Meadowbrook had a meter installed at a meter vault on the Meadowbrook property in the vicinity of the pump station. PAWC Statement No. 2-R, at p. 7. From December 2019 through January 4, 2024, PAWC billed Meadowbrook for wastewater service under a metered rate, pursuant to PAWC’s wastewater tariff (Tariff PA P.U.C. No. 16), based on meter readings obtained from the

wastewater meter installed at the Park. Since January 4, 2024, PAWC has been billing Meadowbrook on an unmetered rate, because the Complainant removed the remote meter reading equipment at the Park. Without this remote meter reading equipment, PAWC was prevented from receiving meter read data from the meter that was installed at the Park.

PAWC Statement No. 2, at p 4.

The Complainant asserts that PAWC should have billed Meadowbrook an unmetered rate for wastewater even during the periods when the meter and the remote reading equipment were in place at the Park. The Complainant is requesting that PAWC's billings to Meadowbrook during the period from December 2019 through January 2024 be recalculated under an unmetered rate. Flynn Statement No. 1, at p. 2.

PAWC's position is that during all periods when there was a meter in place at the Park and remote reading equipment enabling PAWC to read the meter, Meadowbrook was properly charged a metered rate under PAWC's wastewater tariff. PAWC Statement No. 1-R, at pp. 5-6. The relief requested by the Complainant is not appropriate and is based on a flawed and unreasonable interpretation of PAWC's tariff that has never been applied before and contravenes the plain language and intent of the tariff. Id.

II. BACKGROUND AND PROCEDURAL HISTORY

On February 16, 2024, Mr. Flynn filed a Formal Complaint against the PAWC. The Complaint was served on PAWC on March 12, 2024. On April 1, 2024, PAWC filed an Answer to the Complaint, admitting or denying the allegations of the Complaint. On February 5, 2025, a Hearing Notice was issued scheduling this matter for an evidentiary hearing on April 3, 2025. On March 31, 2025, a Hearing Cancellation Notice was issued cancelling the April 3, 2025 hearing.

On June 10, 2025, a Prehearing Conference was held to discuss the procedure for testimony and evidentiary hearings in this proceeding.

On June 20, 2025, the Complainant filed his Amended Complaint. On July 10, 2025, PAWC filed its Answer and New Matter to the Amended Complaint. On July 29, 2025, the Complainant filed his Reply to New Matter.

On August 21, 2025 a Prehearing Order was issued, which scheduled an evidentiary hearing for November 5, 2025, and directed the parties to serve written testimony in advance of the hearing. On September 22, 2025, the Complainant served his Direct Testimony, consisting of Flynn Statement No. 1 and Exhibits A-D. On October 22, 2025, PAWC served its Rebuttal Testimony, consisting of (i) PAWC Statement No. 1-R and Exhibit AE-1, and (ii) PAWC Statement No. 2-R, and Exhibits JM-1, JM-2, JM-3 and JM-4.

The Telephonic Evidentiary Hearing was held on November 5, 2025. At the hearing both parties admitted their testimony and exhibits into the record and conducted cross-examination. At the hearing Administrative Law Judge Alphonso Arnold III (hereinafter the “ALJ”) also admitted the parties’ pleadings into the record.

On November 25, 2025, the Briefing Order was issued.

III. SUMMARY OF ARGUMENT

PAWC respectfully submits that the Complaint should be dismissed because the Complainant has not met his burden of proving that PAWC billed Meadowbrook improperly or that PAWC’s billing was not in accordance with its tariff. The plain language of PAWC’s Commission-approved wastewater tariff states that PAWC may bill customers metered charges based on either sewage flows or water usage, at PAWC’s discretion. During all periods that Meadowbrook had a meter and meter reading

equipment installed, PAWC billed Meadowbrook based on sewage flows; therefore, its billings were appropriate and consistent with the tariff. The Complainant's interpretation of the tariff is not correct because it ignores the tariff's entire section regarding metered charges, and inappropriately reads the "unmetered charges" section of the tariff in isolation without considering the language of the "metered charges" section.

IV. ARGUMENT

A. The Complainant has not met his burden of proving that PAWC's billing was incorrect or not in accordance with its tariff.

Section 332(a) of the Pennsylvania Public Utility Code (Code), 66 Pa. C.S. § 332(a), provides that the party seeking affirmative relief from the Commission has the burden of proof. To satisfy their burden, Complainants must show Respondent is responsible or accountable for the problem described. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990); *Feinstein v. Philadelphia Suburban Water Co.*, 50 Pa.P.U.C. 300 (1976). Complainants must show this fact to be true by a preponderance of the evidence, that is, by presenting evidence more convincing, by even the smallest amount, than that evidence presented by the other party. *Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990), *Se-Ling Hosiery v. Margulies*, 364 Pa. 45, 48, 70 A.2d 854, 856 (1950). Additionally, any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982); *Edan Transportation Corp. v. Pa. Pub. Util. Comm'n*, 623 A.2d 6 (Pa. Cmwlth. 1993); 2 Pa.C.S. § 704. In matters before the Commission, the burden of proof is met when the party establishes the necessary facts by a preponderance of the evidence. A preponderance of the evidence is that degree of proof which "fairly out-weighs the probative value of any proof offered against the claim." *Se-Ling Hosiery*, 364 Pa. at 48-49.

The present case is one of tariff interpretation. A tariff is a set of operating rules that a public utility must follow if it wishes to provide services to customers. It is a public document which sets forth the schedule of rates and services and rules, regulations and practices regarding those services. *PPL Elec. Utils. Corp. v. Pa. PUC*, 912 A.2d 386, 402 (Pa. Cmwlth. 2006). Pennsylvania courts have repeatedly held that tariff provisions that have been properly submitted to and approved by the Commission are *prima facie* reasonable. *Zucker v. Pa. PUC*, 401 A.2d 1377 (Pa. Cmwlth. 1979); *Shenango Township Board of Supervisors v. Pa. PUC*, 686 A.2d 910, 914 (Pa. Cmwlth. 1996); *Kossmann v. Pa. PUC*, 694 A.2d 1147, 1151 (Pa. Cmwlth. 1997). It is well settled that public utility tariffs must be applied consistently with their language. *PPL Elec. Utils. Corp. v. Pa. PUC*, 912 A.2d 386, 402 (Pa. Cmwlth. 2006); 66 Pa.C.S. § 1303. Public utility tariffs have the force and effect of law, and are binding on the customer as well as the utility. *Pennsylvania Electric Co. v. Pa. PUC*, 663 A.2d 281, 284 (Pa. Cmwlth. 1995).

A complainant seeking to evade the effect of an existing tariff provision carries a very heavy burden to prove that the facts and circumstances have changed so drastically as to render the application of the tariff provision unreasonable. *Brockway Glass Co. v. Pennsylvania Public Utility Commission*, 437 A.2d 1067 (Pa. Cmwlth. 1981).

PAWC's Commission-approved wastewater tariff (PA P.U.C. No. 16) establishes the rates and the billing processes for PAWC's wastewater service in Pennsylvania. PAWC Statement No. 1-R, at p. 3. A full copy of PAWC's current wastewater tariff was entered into the record as **Exhibit AE-1**. The Park is located in PAWC's wastewater Rate Zone 1. The Schedule of Rates for Rate Zone 1 is reflected on pages 11.1 and 11.2 of the Tariff. See PAWC Statement No. 1-R, at p. 4. That section of the tariff provides for both metered rates and unmetered rates. Rates for metered service are referred to as

“Metered Charges” and rates for unmetered service are referred to as “Unmetered Charges.” PAWC Statement No. 1-R, at p. 4 and Exhibit AE-1. According to the tariff, Metered Charges apply to “All metered customers” and are based on “Water Usage or Sewage Flows, determined at PAWC’s discretion”. *Id.* Unmetered Charges are a flat rate per Equivalent Dwelling Unit (“EDU”) and apply to customers who are also not metered for water consumption. *Id.*

In accordance with the plain language of the tariff, during all times when there was a readable wastewater meter installed at the Park to measure sewage flows, PAWC billed the Complainant a metered rate based on the sewage flows captured by the wastewater meter. *Id.* At the time wastewater service was initiated to the Park, Meadowbrook had a meter installed at a meter vault on the Meadowbrook property in the vicinity of the pump station. PAWC Statement No. 2-R, at p. 7. For that reason, from December 2019 through January 4, 2024, PAWC billed Meadowbrook for wastewater service under a metered rate pursuant to PAWC’s wastewater tariff, based on meter readings obtained from the wastewater meter installed at the Park. PAWC received no objection from Meadowbrook or Mr. Flynn when the billings were first issued under a metered rate. PAWC Statement No. 2-R, at p. 8. Mr. Flynn never questioned the method by which PAWC calculated the bills until early 2023, by which time Meadowbrook had been receiving bills on a metered rate for over three years. PAWC Statement No. 2-R, at p. 10.

Circumstances changed in January of 2024, when Mr. Flynn removed the meter reading equipment from the property. From that point onward, Meadowbrook was billed an unmetered rate for wastewater, because there was no available wastewater meter reads and there was also no water meter installed to measure water consumption. PAWC

Statement No. 1-R, at p. 5.¹ Since January 4, 2024, PAWC has billed Meadowbrook on an unmetered rate, because Mr. Flynn removed the remote meter reading equipment at the Park, and without this remote meter reading equipment, PAWC was prevented from receiving meter read data from the meter that was installed at the Park. PAWC Statement No. 2, at p 4.

Mr. Flynn now alleges that the Meadowbrook Mobile Home Park should have always been billed on a flat, unmetered rate even when the wastewater meter was present, on the grounds that the Park was never metered for water consumption. See Flynn Statement No. 1, at p. 2. In support of his claim, Mr. Flynn interprets PAWC's tariff as requiring unmetered, flat rate wastewater billing for any customer that is not metered for water service, even if that customer has a wastewater meter in place. This interpretation, however, ignores the structure and the plain language of PAWC's tariff which has separate sections for Metered Charges and Unmetered Charges.

A tariff, like a statute, must be construed so as to give effect to all of its terms, and when the words are clear and free from ambiguity, they are not to be disregarded under the pretext of pursuing its spirit. *PPL Elec. Utils. Corp. v. Pa. PUC*, 912 A.2d 386, 403 (Pa. Cmwlth. 2006). Said another way, PAWC's wastewater tariff's terms should be read *in pari materia*, *i.e.*, construed together to better understand their meaning and give effect to their terms. Mr. Flynn's interpretation would violate this principle, because his interpretation would require the Commission to ignore the section of PAWC's tariff

¹ PAWC originally billed Meadowbrook a metered rate from January 4, 2024 through November 4, 2024, using estimated meter readings. Because it became clear at that point that the meter was not functioning or not present, PAWC issued rebills to change the billing for those periods to the unmetered rate provided for in the Tariff. PAWC issued a billing adjustment to reflect the difference between the metered and unmetered rates for those periods. PAWC Statement No. 1-R, at p. 5

which says that “Metered Charges” apply to “**All metered customers**” and are based on “Water Usage **or Sewage Flows**, determined at PAWC’s discretion.”

PAWC’s witness Ashley Everette testified that Meadowbrook was a metered customer between December 2019 and January 2024, because a wastewater meter was installed at the property. PAWC Statement No. 1-R, pp. 5-7. It makes no difference that the meter in question was owned by Meadowbrook. PAWC’s wastewater tariff, at First Revised Page 22.3, defines a meter as “[a]ny device supplied by the Company **or other** for the purpose of measuring water consumption **or wastewater discharge.**” (**Emphasis added**). The meter at Meadowbrook had the purpose of measuring wastewater discharge and was therefore a “meter” as defined in the tariff, and accordingly, Meadowbrook was a “metered” customer. PAWC Statement No. 1-R, at p. 6. Furthermore, PAWC’s tariff specifically considers a meter supplied by an entity other than PAWC – *i.e.*, the Complainant – within its definition of “meter.”

Mr. Flynn’s proposed interpretation would require customers who clearly have a meter in place to be treated as “unmetered” customers. Such an interpretation would require the reader of the tariff to completely disregard the entire section of the tariff related to “Metered Charges”, including the express language that permits PAWC to bill customers based on their metered sewage flow. This interpretation is nonsensical. The plain reading of the wastewater tariff is that the “Metered Charge” section of the tariff applies to customers who have a wastewater meter in place, and the “Unmetered Charges” section applies to customers who do not have a wastewater meter in place, and who also are “not metered for water consumption”. When the wastewater tariff uses the terms “metered” and “unmetered”, it is referring to whether the customer has a meter which measures either water usage or sewage flows. The word “unmetered” in the tariff

is meant to reflect the concept that if a customer has no wastewater meter (i.e. unmetered for wastewater), the customer will be billed a flat rate if they also have no water meter. Mr. Flynn's proposed interpretation that a customer who has a wastewater meter would be considered an "unmetered" customer is not reasonable or appropriate, and does not give due consideration to all of the language in the tariff. For this reason, Mr. Flynn's interpretation should be rejected, and the Commission should confirm that PAWC's application of its tariff and its billings to Meadowbrook are correct.

B. Contrary to Mr. Flynn's assertions, PAWC never stated that Meadowbrook would be charged a flat unmetered rate.

Pages 2-3 of Flynn Statement 1 appears to assert that PAWC promised Meadowbrook a flat, unmetered rate. PAWC's witness Joel Mitchell directly refuted this notion in his testimony (PAWC Statement No. 2-R). Exhibit JM-2 is a letter that Mr. Mitchell sent to the owner of the Meadowbrook Mobile Home Park to explain the rates that would apply to potential water or wastewater service to the Park. The letter confirmed the then-existing tariffed rates for metered wastewater service in the rate zone applicable to the Meadowbrook Mobile Home Park. At that time, there was a monthly service charge of \$7,767.00 which is \$77.67 per EDU times 100 EDUs, plus usage charges based on water usage at \$1.1506 per hundred gallons for all usage over 680,000 gallons. PAWC Witness Mitchell explicitly rejected the premise that Meadowbrook was promised a flat rate for wastewater service, and confirmed that in fact he had explained to the prior owner of the Park that the billing for wastewater service would be done on a metered basis. See PAWC Statement No. 2-R, at p. 6. Conversely, there is no credible evidence that the Complainant was ever promised a flat rate upon initiating service at the Park. Even if he was – and he was not – PAWC is still governed by its tariff, which requires (and required) metered rates for customers with meters. The Complainant had a

meter installed to measure sewage flows. As such, he was billed a metered rate consistent with the tariff.

V. CONCLUSION

The Complainant in this case has the burden of proving that PAWC's tariff interpretation is unreasonable and that the billing to the Meadowbrook Mobile Home Park was somehow incorrect. The Complainant had not met this burden. The novel interpretation that Mr. Flynn is proposing would require customers who clearly have a meter in place, as defined by the tariff, be treated as unmetered customers. This proposed interpretation is meritless and unreasonable, as it would require that the entire section of the tariff related to "Metered Charges" to be disregarded. Mr. Flynn's proposed interpretation violates the principles of tariff interpretation which require that a tariff, like a statute, must be construed so as to give effect to all of its terms, and when the words are clear and free from ambiguity, they are not to be disregarded under the pretext of pursuing its spirit.² For the foregoing reasons, Pennsylvania American Water Company respectfully requests that the Complaint of Ryan Flynn o/b/o Liquid Management be dismissed, with prejudice.

Respectfully submitted,
STEVENS & LEE



Michael A. Gruin, (I.D. No. 78625)
17 N. 2nd St., 16th Fl
Harrisburg, PA 17101
Tel. (717) 255-7365
Fax (610) 988-0852
COUNSEL FOR PENNSYLVANIA
AMERICAN WATER COMPANY

DATE: December 26, 2025

² *PPL Elec. Utils. Corp. v. Pa. PUC*, 912 A.2d 386, 403 (Pa. Cmwlth. 2006)

PROPOSED FINDINGS OF FACT

1. Prior to December of 2019, Meadowbrook Mobile Home Park operated its own wastewater treatment plant to process the wastewater collected in the Mobile Home Park. Meadow-brook had its own Pennsylvania Department of Environmental Protection (“DEP”) permit for the discharge of its treated wastewater. PAWC Statement No. 2-R, at p. 4
2. The Meadowbrook Mobile Home Park had historically not been able to comply with its DEP wastewater discharge limits and requirements, and as a result of that, DEP directed Meadowbrook to connect to a public wastewater system for the treatment of its sewage. Id.
3. Information regarding Meadowbrook’s history of non-compliance and the DEP’s directive to Meadowbrook to construct a pump station and force main to deliver its wastewater to the point of connection with the Fairview Township system is reflected in Exhibit JM-1, which is in an excerpt from the Fairview Township Act 537 Plan as filed with the DEP on February 14, 2011.
4. Appendix M to the Act 537 Plan is entitled “Meadowbrook Mobile Home Park WWTP History of Non-Compliance”, and includes various violations of DEP regulations by Meadowbrook, including:
 - a. A 2010 Notice of Violation for unauthorized discharges, raw sewage spills, and maintenance deficiencies,
 - b. A 2004 Consent Assessment entered into by Meadowbrook to address a number of violations that DEP had identified,

- c. A 1999 Administrative Complaint filed by the U.S. Environmental Protection Agency against the Meadowbrook Mobile Home Park for unauthorized discharges into a tributary of the Yellow Breeches Creek, and
 - d. A 1995 Consent Assessment entered into by Meadowbrook to address unauthorized discharges by Meadowbrook
5. The Act 537 Plan also includes a report by Gannett Fleming Engineers noting that Meadowbrook had failed to comply with discharge limits a total of 31 times. PAWC Statement No. 2-R, at p. 4.
 6. Meadowbrook had discussions with the Fairview Township Municipal Authority to connect to that Authority's wastewater treatment system following the DEP's directive. *Id.*
 7. The connection to the Authority's system would have required Meadowbrook to pay a tapping fee to the Authority of approximately \$1,000,000. PAWC Statement No. 2-R, at p. 5.
 8. In addition, in order to connect to the Fairview Township wastewater facilities Meadowbrook Mobile Home Park had to construct a pump station and force main to deliver its wastewater to the point of connection with the Fairview Township system. See, Exhibit JM-1.
 9. If the Fairview Township Authority had retained ownership of the wastewater system, Meadowbrook would have been required to pay a tapping fee of approximately \$1,000,000 in order to receive wastewater service from the Authority. However, after PAWC acquired the wastewater system from the Authority, no tapping fee was required and therefore Meadowbrook was able to initiate public wastewater service without paying any tapping fee. *Id.*

10. In late 2015, PAWC completed the acquisition of the Fairview Township Municipal Authority wastewater system. PAWC Statement No. 2-R, at p. 5.
11. After acquiring that system, PAWC then undertook a multi-year project to construct its own facilities at its own cost to allow Meadowbrook Mobile Home Park to obtain wastewater service from Pennsylvania American Water Company. Id.
12. During the period following the acquisition of the Fairview system, representatives of PAWC communicated with the operator of the Meadowbrook Mobile Home Park, George Krichten, about the process for connecting to both PAWC's water system and PAWC's wastewater system, to allow PAWC to provide water and wastewater service to the Meadowbrook Mobile Home Park. Id.
13. PAWC sent a letter to Mr. Krichten to confirm the then-existing tariffed rates for metered wastewater service in the rate zone applicable to the Meadowbrook Mobile Home Park. PAWC Statement No. 2-R at pp. 5-6 and Exhibit JM-2.
14. At that time, there was a monthly service charge of \$7,767.00 which is \$77.67 per EDU times 100 EDU's plus usage charges based on water usage at \$1.1506 per hundred gallons for all usage over 680,000 gallons. Id.
15. Following the acquisition of the Fairview sewer system, PAWC extended a wastewater main to a point near the intersection of Diller Road and Shauffnertown Road, just outside the northeast corner of the Meadowbrook Mobile Home Park. PAWC Statement No. 2-R, at p. 6.
16. Meadowbrook installed a pump station and force main to transport wastewater collected inside the mobile home park to the PAWC connection. Id.
17. Meadowbrook also installed a meter vault on its property in the vicinity of the pump station, and a meter was installed in the meter pit. Id.

18. When the meter was installed, the wastewater that was pumped from the pump station passed through the meter to record the volume of wastewater as it was transported to the PAWC connection. PAWC then installed its own equipment in the meter vault which allowed PAWC to remotely read the meter and prepare bills based on those meter reads. PAWC Statement No. 2-R, at p. 7.
19. A meter was installed, owned, and maintained by the Meadowbrook Mobile Home Park as part of their installation of the pump station and force main to tie into PAWC's system. PAWC Statement No. 2-R, at p. 7.
20. PAWC installed separate equipment to capture the meter readings and transmit the meter read data back to PAWC. PAWC contracted with a third party to provide, install, and calibrate the meter reading equipment, but that equipment was owned by PAWC. Id.
21. PAWC began providing service to the Mobile Home Park on December 3, 2019, and PAWC issued its first invoice for wastewater service to Meadowbrook in January 2020. PAWC Statement No. 2-R, at p. 8.
22. When PAWC issued its first invoices to the Meadowbrook Mobile Home Park starting in 2020, Meadowbrook did not dispute the invoices or claim that it should be billed an unmetered rate. PAWC Statement No. 2-R, at p. 9.
23. The check valves, pump, and the meter are on Meadowbrook side of the connection and are Meadowbrook's property, and Meadowbrook is responsible for maintaining and repairing that property. PAWC Statement No. 2-R, at p. 10.
24. Meadowbrook was solely responsible for the design and installation of the pump station, force main, check valves, and other equipment needed to transport wastewater from its mobile home park to the connection with PAWC. Id.

25. During all times when there was a readable wastewater meter installed at the Park to measure sewage flows, PAWC billed the Complainant a metered rate based on the sewage flows captured by the wastewater meter. PAWC Statement No. 1-R, at p. 4 and Exhibit AE-1.
26. From December 2019 through January 4, 2024, PAWC billed Meadowbrook for wastewater service under a metered rate pursuant to PAWC's wastewater tariff (Tariff PA P.U.C. No. 16), based on meter readings obtained from the wastewater meter installed at the Park. PAWC Statement No. 1-R, at p. 4 and Exhibit AE-1.
27. In January of 2024, PAWC stopped receiving meter read data from the Meadowbrook Mobile Home Park. PAWC Statement No. 2-R, at p. 10.
28. Soon after that, Mr. Flynn appeared at PAWC's office in Mechanicsburg, PA and dropped off the remote reading equipment that he ripped out of Meadowbrook's meter vault. Id.
29. With this remote reading equipment removed, PAWC was prevented from receiving meter read data from the meter that was installed at the Meadowbrook Mobile Home Park. Id.
30. Since January 4, 2024, PAWC has billed Meadowbrook on an unmetered rate, because Mr. Flynn removed the remote meter reading equipment at the Park, and without this remote meter reading equipment, PAWC was prevented from receiving meter read data from the meter that was installed at the Park. PAWC Statement No. 2, at p 4.
31. In December of 2024, PAWC agreed to begin billing Meadowbrook on an unmetered rate, because at that point in time there was no working wastewater meter in place at the mobile home park. PAWC Statement No. 2-R, at p. 10.

32. PAWC reserved the right to resume billing a metered rate once a meter is re-installed to measure wastewater flows at the mobile home park. Id.
33. In addition, in an attempt to resolve Mr. Flynn’s dispute, PAWC agreed to recalculate the billings from February 2024 through November 2024 on an unmetered rate, to replace the estimated metered billings that had been issued. Id.
34. PAWC has obligations to monitor and limit its sewage infiltration and inflow (“I & I”). PAWC Statement No. 2-R, at pp. 10-11.
35. From its experience in serving Meadowbrook, PAWC has seen the volumes of wastewater increase significantly during periods of rain, due to rainwater seeping into the Meadowbrook wastewater system. Id.
36. If a large wastewater system serving numerous EDUs is not metered, PAWC has no way of monitoring and tracking the amount of I & I into the wastewater system, and no way of knowing how much of the flow is rainwater and how much is wastewater that is generated by the mobile home park. Id.
37. In addition, if the mobile home park is not metered and instead billed on a flat rate, the mobile home park operator has no incentive to maintain or repair the system to prevent I & I because the owner would receive the same bill each month regardless of how much I & I impacts the system. Id.
38. If Meadowbrook would take steps to reduce its I&I, its metered bills would likely drop considerably, and could be lower than its bills under an unmetered rate, however, there is no way to know for certain unless a meter is reinstalled at the property and the I&I is investigated and addressed. Id.
39. PAWC has billed Meadowbrook no differently than other mobile home parks in its territory PAWC. PAWC Statement No. 2-R at p. 12.

40. If a mobile home park has a water meter or a wastewater meter installed, PAWC bills that mobile home park on a metered rate. If the mobile home park has neither a water meter nor a wastewater meter installed, PAWC bills the customer on an unmetered rate. Id.

PROPOSED CONCLUSIONS OF LAW

1. Section 332(a) of the Public Utility Code 66 Pa. C.S. § 332(a), provides that the party seeking affirmative relief from the Commission has the burden of proof.
2. To satisfy their burden, Complainants must show Respondent is responsible or accountable for the problem described. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990); *Feinstein v. Philadelphia Suburban Water Co.*, 50 Pa.P.U.C. 300 (1976).
3. Complainants must show this fact to be true by a preponderance of the evidence, that is, by presenting evidence more convincing, by even the smallest amount, than that evidence presented by the other party. *Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth.1990), *Se-Ling Hosiery v. Margulies*, 364 Pa. 45, 48, 70 A.2d 854, 856 (1950)
4. Additionally, any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982); *Edan Transportation Corp. v. Pa. Pub. Util. Comm'n*, 623 A.2d 6 (Pa. Cmwlth. 1993); 2 Pa.C.S. § 704.
5. Tariff provisions that have been properly submitted to and approved by the Commission are prima facie reasonable. *Zucker v. Pa. PUC*, 401 A.2d 1377 (Pa. Cmwlth. 1979); *Shenango Township Board of Supervisors v. Pa. PUC*, 686 A.2d 910, 914 (Pa. Cmwlth. 1996); *Kossman v. Pa. PUC*, 694 A.2d 1147, 1151 (Pa. Cmwlth. 1997).

6. A complainant seeking to evade the effect of an existing tariff provision carries a very heavy burden to prove that the facts and circumstances have changed so drastically as to render the application of the tariff provision unreasonable. *Brockway Glass Co. v. Pennsylvania Public Utility Commission*, 437 A.2d 1067 (Pa. Cmwlth. 1981).
7. A tariff, like a statute, must be construed so as to give effect to all of its terms, and when the words are clear and free from ambiguity, they are not to be disregarded under the pretext of pursuing its spirit. *PPL Elec. Utils. Corp. v. Pa. PUC*, 912 A.2d 386, 403 (Pa. Cmwlth. 2006).
8. PAWC's obligation to monitor and limit its infiltration and inflow is mandated under Pennsylvania DEP regulations, including Chapter 94 of Title 25 of the Pa. Code and the Clean Streams Law, which require ongoing evaluation, reporting, and corrective action if required to prevent hydraulic overloads and protect water quality.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

RYAN FLYNN o/b/o :
LIQUID MANAGEMENT :
Complainant :

v. :

Docket No. C-2024-3047272

PENNSYLVANIA-AMERICAN :
WATER COMPANY :
Respondent :

CERTIFICATE OF SERVICE

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

VIA ELECTRONIC MAIL

Paul Atencio
Atencio Hall PLLC
381 Mansfield Ave, Suite 500
Pittsburgh, PA 15220
patencio@atenciohall.com

Ryan Flynn/Liquid Management
710 Myrtle Ct.
New Cumberland, PA 17070
rflynn242424@gmail.com



Michael Guin

DATED: December 26, 2025