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January 12, 2026

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 Reply 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	:	

**REPLY 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 Reply Brief in response to the Main Brief filed by Complainant Ryan Flynn o/b/o Liquid Management (“Complainant” or “Mr. Flynn”) in the above-referenced matter.

I. STATEMENT OF THE CASE

PAWC incorporates by reference the Statement of Case from its Main Brief.

II. BACKGROUND AND PROCEDURAL HISTORY

PAWC incorporates by reference the Background and Procedural History from its Main Brief.

III. SUMMARY OF REPLY ARGUMENT

The Complainant asserts that the metered wastewater bills that PAWC issued to Meadowbrook Mobile Home Park (“Meadowbrook” or the “Park”) should be recalculated under unmetered rates for four separate reasons. However, none of the asserted reasons are justified by the law or the facts of this case. First, the Complainant’s

interpretation of PAWC’s wastewater tariff is clearly incorrect and ignores the plain language of the tariff, which imposes metered wastewater charges on metered customers based on either their water usage or their sewage flows, at PAWC’s sole discretion. Second, the Complainant is wrong when he argues that Section 1303 of the Public Utility Code (66 Pa. C.S. § 1303) requires PAWC to apply whichever rate Meadowbrook believes is most advantageous to it. During the periods when a meter was installed to measure wastewater flows, Meadowbrook was only eligible for one rate: a metered rate. Section 1303’s provisions related to the application of the “most advantageous rate” only apply when a customer is eligible for more than one rate. Third, the record also does not reflect any discrimination against Meadowbrook. To the contrary, the record reflects that Meadowbrook was treated the same as every other wastewater customer that had a wastewater meter in place. Finally, as explained in PAWC’s Main Brief, the fact that PAWC did not supply the wastewater meter at the Park does not change the fact that Meadowbrook is a metered customer, because PAWC’s tariff explicitly defines a meter as a device installed by PAWC or by another party.

IV. REPLY ARGUMENT

A. Mr. Flynn’s Proposed Interpretation of PAWC’s Tariff is Incorrect.

i. Mr. Flynn’s Proposed Interpretation Ignores the Plain Language of the Tariff and Principles Of Interpretation Applicable to Tariffs

In interpreting PAWC’s tariff language, Mr. Flynn argues for the “Unmetered Charges” section of the tariff to be read in complete isolation, and to pretend that the “Metered Charges” section of the tariff does not exist. He 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

is nonsensical and would result in customers who clearly have meters in place to measure wastewater flows to be treated as unmetered customers. This illogical interpretation ignores the structure and the plain language of PAWC's tariff, which has clearly separated sections for Metered Charges and Unmetered Charges, and which explicitly allows PAWC to base Metered Charges on sewage flows alone.

Both parties in this case agree that the principles of statutory interpretation codified in the Statutory Construction Act¹ apply to the interpretation of tariffs. See, *PPL Elec. Utils. Corp. v. Pa. PUC*, 912 A.2d 386, 403 (Pa. Cmwlth. 2006). As explained in PAWC's Main Brief, it is well settled 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. *Id.* 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 which says that "Metered Charges" apply to "**All metered customers**" and that "Metered Charges" are based on "Water Usage **or Sewage Flows**, determined at PAWC's discretion." Under Mr. Flynn's interpretation, PAWC would be prohibited from billing metered charges to certain customers who have a wastewater meter in place, even though the Metered Charges section of the tariff clearly states that "PAWC can base Metered Charges on sewage flows". Mr. Flynn's interpretation does not give effect to the words in the tariff that explicitly permit PAWC to base Metered Charges on sewage flows, and does not

¹ 1 Pa.C.S. § 1501, et seq.

construe the various sections of the tariff together to give effect to their terms as required by the Statutory Construction Act.

In his Main Brief, Mr. Flynn argues that the “Metered Charges” section of the tariff should be interpreted as only applying to a limited class customers who have meters installed to measure both water consumption and sewage flows. *See* Flynn Main Brief, at pp. 8-9. However, the tariff says no such thing, and there is no language in the “Metered Charges” section which limits its application to only customers who have both a water meter and a wastewater meter in place. To the contrary, the plain language of the tariff states that PAWC can base metered charges on either water usage or sewage flows, at the Company’s discretion. See Exhibit AE-1, at tariff page 11.1. The simple use of a disjunctive in the tariff (“or”) rather than a conjunctive (“and”) is dispositive here and crystallizes the Complainant’s argument for what is: illogical and in contravention of the tariff. As PAWC witness Ashley Everette explained:

“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 is not correct that a customer who has a wastewater meter would be considered an “unmetered” customer.” PAWC Statement 1-R, at p. 6.

Ms. Everette also explained that the tariff has never been interpreted or applied in the way Mr. Flynn suggests it should be interpreted. She explained that the wastewater tariff language regarding “metered” and “unmetered” customers has been the same since 2019, and PAWC has always applied the tariff language the same way. That is, if a customer has a wastewater meter, they are considered a metered customer. If the

customer does not have a wastewater meter, but has a water meter to register their water usage, they are considered a metered customer. If a customer has neither a wastewater meter nor a water meter, the customer would then be considered an unmetered customer. See PAWC Statement 1-R, at pp. 6-7. Mr. Flynn is requesting an interpretation that has never been applied before, that is clearly not contrary to the intent of the tariff, and which requires the “Metered Charges” section of the tariff to be ignored entirely.

Mr. Flynn’s Main Brief, at page 9, references certain isolated sentences from Ms. Everette’s testimony on cross-examination in support of his interpretation, but his Brief omits numerous other sentences in which Ms. Everette explains why Mr. Flynn’s interpretation is incorrect. For instance, Ms. Everette explained the tariff’s very clear delineation between metered charges and unmetered charges. Ms. Everette explained that “[t]he tariff has metered charges for metered customers and unmetered charges for unmetered customers. I think the tariff is very clear.” N.T., at p., 65, lines 21-24. Notably, Page 9 of Mr. Flynn’s Brief cites to a passage from Mr. Everette’s testimony as support for this argument, but the Brief omits the context in which the statement was made. After Ms. Everette was permitted to finish her full answer to the line of questioning, she explained that the flat rate applies to customers not metered for water consumption only if they are “unmetered customers”, which means a customer without a meter. N.T. at p. 68, lines 7-10 and 14-15.

The exchange between PAWC witness Everette and Complainant’s counsel on this point highlights what the dispositive question in this case truly is. Simply put, the sole question that needs to be resolved is whether Meadowbrook was a “metered customer” or an “unmetered customer” during the periods in which a wastewater meter was installed to measure wastewater flows at the Park. Mr. Flynn is asking the

Commission to find that Meadowbrook was an “unmetered customer” during this period, even though Meadowbrook unquestionably had a wastewater meter in place to measure sewage flows. Ms. Everette explained that a customer with a meter, whether it is a wastewater meter or a water meter, is subject to the charges outlined in the “Metered Charges” section of the tariff based on the plain language of the tariff. 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. 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.

ii. PAWC’s Exhibits Do Not Support Complainant’s Interpretation of the “Unmetered Charges” Section of the Tariff as Alleged by Complainant

Mr. Flynn’s Main Brief, at pp. 9-10, references portions of a March 7, 2023 letter from PAWC’s counsel to Complainant’s counsel in support of his interpretation. There are several reasons why the letter in question cannot and should not be construed as supporting Mr. Flynn’s position. First, both parties in this case assert that the tariff language is unambiguous, and therefore, it is not appropriate to look to other documents to determine the tariff’s meaning. When a public utility rate tariff is plain on its face, the Public Utility Commission need not and cannot look beyond the four corners of the tariff to determine its meaning, and the intent of the parties comes into play only if and when

the PUC, applying its expertise, determines that the tariff is ambiguous. *PPL Elec. Utils. Corp. v. Pa. PUC*, 912 A.2d 386, 403 (Pa. Cmwlth. 2006).

If the letter is considered, it should be noted that the same letter explicitly confirms that because Meadowbrook had a customer-owned meter that reads sewage flows, it is classified as a metered customer. This statement is fully consistent with PAWC's position in this case and the language of the tariff. Furthermore, the letter in question was one in a series of back-and-forth letters between PAWC and Complainant's counsel in early 2023, full copies of which were attached as Exhibit 2 to PAWC's Answer and New Matter to the Amended Complaint in this matter. This series of letters reveals how Mr. Flynn's counsel misunderstood how PAWC's wastewater charges were calculated, and the concept of the flat service charge per Equivalent Dwelling Unit ("EDU"). The letters reflect PAWC's counsel responding to Complainant's counsel's questions and argument, and attempting to explain the billings to Meadowbrook. The letters, when taken in their entirety, set forth PAWC's explanation of how Mr. Flynn was being billed for wastewater service in accordance with PAWC's tariff. Those letters do not provide any basis for deviating from the plain language of the Commission-approved tariff as Mr. Flynn suggests. Mr. Flynn also ignores the correspondence between PAWC and the former owner of the Park which clearly and unequivocally confirms that billing for wastewater service would be done on a metered basis. See PAWC Statement 2-R, at p. 6, lines 11-16 and Exhibit JM-2.

iii. The Complainant's Alternative Argument Regarding the Tariff's Definition of a Meter Is Without Merit.

On pages 10-11 of his Main Brief, Mr. Flynn argues that the meter installed at Meadowbrook does not qualify as a "Meter" as defined in PAWC's tariff, on the grounds that the meter was owned and installed by Meadowbrook. This contention is incorrect

and ignores the plain language of the tariff's definition of meter. PAWC's witness Ashley Everette explained that it makes no difference that the meter in question was owned by Meadowbrook, because 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 installed at Meadowbrook undisputedly had the purpose of measuring wastewater discharge. The tariff language clearly says that a meter does not need to be supplied by the Company in order to qualify as a Meter, and it does not say that customer-supplied meters do not qualify as Meters under the tariff. Because Meadowbrook had a meter in place to measure wastewater discharge, under the tariff Meadowbrook was a "metered" customer. See PAWC Statement No. 1-R, at p. 6. As such, as a metered customer Meadowbrook was properly billed a metered rate consistent with the tariff.

B. Section 1303 of the Public Utility Code Does Not Permit a Customer to Demand a Rate for Which the Customer Does Not Qualify

Complainant's second argument is that Section 1303 of the Public Utility Code (66 Pa. C.S. § 1303) ("Section 1303") requires a public utility to compute bills under the rate most advantageous to the patron when the public utility has more than one rate applicable to the service rendered to the patron. The Complainant argues that more than one rate was applicable to Meadowbrook (i.e., a metered rate or an unmetered rate) during the period when a wastewater meter was installed, and therefore, PAWC should be required to bill the Complainant whichever rate Meadowbrook believes is most advantageous.

The obvious flaw in the Complainant's argument is that there was only one rate applicable to PAWC's wastewater service to Meadowbrook during the period in dispute, and that was the metered rate. It was not a situation where two rates could have been

applicable. For the reasons explained in PAWC’s Main Brief and in Section I.A, above, Meadowbrook was not eligible for an unmetered rate during the periods when a meter was installed to measure wastewater flows at the Park. During those periods Meadowbrook was only eligible for a metered rate.

The Commission has previously confirmed that the “most advantageous rate” provision of Section 1303 is not applicable when a customer is only eligible for one rate under the tariff. In *Kim Wilkes v. Duquesne Light Company*, Docket No. C-2021-3027702 (Order entered July 25, 2022), a public utility asserted that its customer was eligible for two possible rates for electric distribution service: a Residential rate (Rate RS) or a Residential Heating rate (Rate RH). The utility chose to apply the RH rate because it felt that rate was most advantageous to the customer, pursuant to Section 1303. However, the Commission determined that the customer in question was not eligible for the RH rate under the tariff’s eligibility requirements and was only eligible for the RS rate. Therefore, the Commission held that the provision of Section 1303 regarding computing bills under the most advantageous rate was not applicable. In fact, the Commission held that by applying the incorrect rate, the utility actually violated a different portion of Section 1303, which states that “ No public utility shall, directly or indirectly, by any device whatsoever, or in anywise, demand or receive from any person, corporation, or municipal corporation a greater or less rate for any service rendered or to be rendered by such public utility than that specified in the tariffs of such public utility applicable thereto.”

The same reasoning applies to Mr. Flynn’s situation. During periods when Meadowbrook had a meter installed, it was a metered customer and the Metered Charges section of the tariff applied. During periods when Meadowbrook did not have a meter

installed, it was an unmetered customer and the Unmetered Charges section of the tariff applied. At no time was Meadowbrook eligible for two separate possible rates.

Therefore, the provisions of Section 1303 regarding computing bills under the most advantageous rate are not applicable. To the contrary, according to the Commission's decision in the *Kim Wilkes v. Duquesne Light Company* case, PAWC would have been in violation of Section 1303 if it had billed a metered customer an Unmetered rate when the meter was in place at the Park. PAWC would have also been in violation of Section 1304 of the Public Utility Code, as discussed in more detail in the next section of this Reply Brief.

C. PAWC Did Not Discriminate Against Meadowbrook, and the Billing Rate Requested by the Complainant Would Constitute an Unreasonable Preference to Meadowbrook in Violation of Section 1304 of the Public Utility Code

Mr. Flynn's third argument is that billing Meadowbrook on a metered rate discriminated against Meadowbrook, because PAWC only applied the metered rate as a result of Meadowbrook's past Pennsylvania Department of Environmental Protection ("DEP") violations. This argument is both factually and legally wrong.

PAWC's witness never stated that PAWC billed Meadowbrook on a metered rate because of concerns with inflow and infiltration ("I&I") or past DEP violations. PAWC's witness clearly and repeatedly stated that the reason Meadowbrook was billed a metered rate was because Meadowbrook had a meter in place to measure wastewater flows. The portion of PAWC's testimony that Mr. Flynn's Main Brief references (PAWC Statement 2-R, page 12, lines 2-5) is a passage from Joel Mitchell's testimony where he explains why it is important for mobile home parks to have meters installed to measure wastewater flows. This testimony does not address the issue of rates at all.

Rather it explains why Meadowbrook needs to have a meter installed. PAWC's witness explained that it is important for a meter to be installed at Meadowbrook so that PAWC can monitor and limit its I & I pursuant to 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. The explanation given by PAWC's witness is fully consistent with the determination made by the DEP in the Act 537 Plan that a sewage flow meter needed to be installed at the Park and that Meadowbrook should be billed for sewer service based on the total metered flow. See Exhibit JM-1, Act 537 Plan, at pp. 6-16.

PAWC's testimony reflects that PAWC has been fully consistent and transparent when it comes to which rate was applied to Meadowbrook's account. During all times when there was a wastewater meter installed at the Meadowbrook Mobile Home Park to measure sewage flows, PAWC billed a metered rate based on the sewage flows captured by the wastewater meter. From the point that Mr. Flynn removed the meter reading equipment from the property in January of 2024, Meadowbrook was billed an unmetered rate for wastewater. See PAWC Statement 1-R at p. 4, line 2- to page 5, line 4. As PAWC witness Everette explained, if a customer has a wastewater meter, they are considered a metered customer. If the customer does not have a wastewater meter, but has a water meter to register their water usage, they are considered a metered customer. If a customer has neither a wastewater meter nor a water meter, the customer would then be considered an unmetered customer. PAWC Statement No 1-R, at p. 6 lines 23-26. PAWC never even suggested, much less stated, that Meadowbrook was charged a metered rate as punishment for past DEP violations or because of potential I&I issues.

Again – the DEP regulations and I&I concerns explain why it is necessary for a meter to be installed to measure wastewater flows, but they do not control which rate PAWC applied to the account. The sole factors that were relied upon to determine which rate applied to wastewater service to Meadowbrook’s were the tariff language and the presence or absence of a meter.

Moreover, Mr. Flynn’s “discrimination” argument was addressed head on by both of PAWC’s witnesses and shown to be false. Ms. Everette testified that the wastewater tariff language regarding “metered” and “unmetered” customers has been the same since 2019, and PAWC has always applied the tariff language the same way. PAWC Statement No 1-R, at p. 6 lines 21-22. PAWC witness Mitchell testified as follows on this “discrimination” claim on page 12 of his testimony (PAWC Statement No. 2-R):

“Q. Has PAWC billed Meadowbrook any differently than other mobile home parks in its territory?”

A. No. PAWC bills all of its customers in accordance with its tariff. 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. In no way was Meadowbrook singled out or discriminated against. To the contrary, PAWC has billed Meadowbrook in full compliance with its tariff, and worked hard to address all of Meadowbrook’s concerns, including providing billing adjustments to try to resolve its disputes.”

As Mr. Mitchell explained, PAWC’s billing to Meadowbrook clearly does not discriminate against Meadowbrook because Meadowbrook was treated just like every other customer under the tariff. By contrast, the billing arrangement that Mr. Flynn is requesting would actually violate Section 1304 of the Public Utility Code. That Section

which prohibits a public utility from granting any unreasonable preference or advantage to any person, corporation, or municipal corporation, or subjecting any person, corporation, or municipal corporation to any unreasonable prejudice or disadvantage. By asking PAWC to ignore the Metered Charges provisions of its tariff and bill Meadowbrook an unmetered rates during periods when a meter was installed, Mr. Flynn is asking for an unreasonable preference in violation of Section 1304. In short, Mr. Flynn's requested outcome is the one that would be unlawfully discriminatory, not PAWC's.

D. Neither the Fact That the Meter Was Installed by Meadowbrook nor the Meter's Location Justify Billing Meadowbrook on an Unmetered Rate

Mr. Flynn's Main Brief asserts that even if PAWC's tariff interpretation is correct, Meadowbrook should still be able to choose to be billed on an unmetered rate because of the meter configuration at the Park. See Flynn Main Brief, at p. 14. Mr. Flynn's Brief blames a "flawed design of the meter pit" for certain past billing issues,² and seems to imply that PAWC was somehow to blame for the configuration of Mr. Flynn's pump station, force main, and meter pit. But the fact is that Meadowbrook installed the meter vault, pump station, and force main on its property to carry the wastewater to PAWC's wastewater main, not PAWC. PAWC Statement 2-R, at p. 6, lines 20-25. The backflow issues that Mr. Flynn references on page 4 of his Main Brief had nothing to do with PAWC, and were solely the result of a malfunctioning check valve on Meadowbrook's force main, which is Meadowbrook's responsibility, not PAWC's. As Mr. Mitchell testified, Meadowbrook was solely responsible for the design and installation of the pump station, force main, check valves, and other equipment

² Flynn Main Brief, at p. 4

needed to transport wastewater from its mobile home park to the connection with PAWC. PAWC Statement 2-R, at p. 9, lines 25-27. The fact that Meadowbrook had problems with its own facilities does not provide any justification for ignoring the tariff language which permits PAWC to bill metered rates to customers who have a meter installed to measure wastewater flows.

Mr. Flynn's Main Brief goes on to argue that PAWC should have installed the meter, and should have installed it near the connection point according to the Act 537 Plan, and because PAWC did not do so, Meadowbrook somehow should be allowed to receive an unmetered rate.³ No regulations, statutes or orders are cited to support this novel theory. That is not surprising, because the theory is completely without merit. As explained above in Section IV.A.ii, PAWC's tariff clearly permits meters to be supplied by the Company or others, and the tariff does not prohibit customer-owned meters. Because Meadowbrook had a meter in place to measure wastewater discharge, under the tariff Meadowbrook was a "metered" customer, and was properly billed a metered rate consistent with the tariff. The fact that Meadowbrook installed the meter and had a flawed design for the meter installation does not affect the applicability of metered charges under the tariff.

V. CONCLUSION

None of the various arguments made by Complainant justify a finding that PAWC billed the Complainant incorrectly during the periods when a wastewater meter was installed at Meadowbrook to measure wastewater flows. Under the plain language of the tariff, if a customer has a meter in place to measure wastewater flows, that customer is a

³ Flynn Main Brief, at p. 14

metered customers and is charged a metered rate. It makes no difference under the tariff whether the meter is installed by the customer or the Company. In applying metered charges to Meadowbrook during periods when Meadowbrook had a meter installed, PAWC was applying the tariff like it always has, and was treating Meadowbrook the same as other similarly situated customers. Because only one rate was available to the Complainant during the periods when a meter was installed, Section 1303's "most advantageous rate" provisions are not applicable.

As noted in PAWC's Main Brief, the Complainant 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. For the foregoing reasons and the reasons articulated in PAWC's Main Brief, 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



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DATE: January 12, 2026

**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

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Michael Guin

DATED: January 12, 2026