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March 11, 2026

**VIA ELECTRONIC FILING**

Matthew L. Homsher, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2<sup>nd</sup> Floor (filing room)  
Harrisburg, PA 17120

Re: Adam M. Copenhaver v. Columbia Water Company; Docket No. C-2026-3060873; **COLUMBIA WATER COMPANY'S ANSWER OPPOSING EMERGENCY PETITION**

Dear Secretary Homsher:

Attached for filing with the Commission is Columbia Water Company's Answer Opposing Emergency Petition in the above-referenced proceeding. Copies of this document have been served in accordance with the attached Certificate of Service.

If you have any questions about this filing, please contact me.

Very truly yours,

*/s/ Whitney E. Snyder*

Whitney E. Snyder  
Erich W. Struble  
KC Read-Fisher

*Counsel for Columbia Water Company*

WES/das

Enclosures

cc: Administrative Law Judge F. Joseph Brady ([fbrady@pa.gov](mailto:fbrady@pa.gov))  
Pamela McNeal, Legal Assistant ([pmcneal@pa.gov](mailto:pmcneal@pa.gov))  
Per Certificate of Service

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

ADAM M. COPENHAVER,	:	
Complainant,	:	
	:	
v.	:	
	:	Docket No. C-2026-3060873
COLUMBIA WATER COMPANY,	:	
Respondent.	:	

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**ANSWER OF COLUMBIA WATER COMPANY  
OPPOSING MOTION FOR EMERGENCY SUPERSEDEAS  
PURSUANT TO 52 PA. CODE § 3.6**

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Columbia Water Company (“Columbia” or the “Company”), by and through undersigned counsel, provides this Answer opposing the “MOTION FOR EMERGENCY SUPERSEDEAS PURSUANT TO 52 PA. CODE § 3.6” that the Commission has treated as a Petition for Interim Emergency Order filed March 6, 2026 (“Emergency Petition”) filed by Adam Copenhaver (“Complainant” or “Petitioner”).

**I. INTRODUCTION**

1. The Emergency Petition is an egregious abuse of the Commission’s procedural rules and fails on its face as a matter of law under each prong of the legal standard at 52 Pa. Code § 3.6(b).<sup>1</sup> The sole harm alleged in the petition is conjectural economic harm caused to customers

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<sup>1</sup> A Petitioner who seeks the Commission to enter an order for interim emergency relief must establish four elements:

- (1) The petitioner’s right to relief is clear;
- (2) The need for relief is immediate;
- (3) The injury would be irreparable if relief is not granted; and
- (4) The relief requested is not injurious to the public interest.

52 Pa. Code. § 3.6(b).

by continuing payment of a rate which the Commission has approved no fewer than eight (8) times over the past 12 years.<sup>2</sup> The most recent rate increase approved by the Commission that Complainant seeks to enjoin was an increase of \$0.23 per month. The law is clear that economic harm does not constitute irreparable harm under the PUC's standards for seeking an emergency order, let alone purely speculative economic harm purportedly stemming from a surcharge of \$0.23/month.<sup>3</sup>

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<sup>2</sup> *Pa. PUC et al v. Columbia Water Co.*, Docket Nos. R-2014-2445660, Recommended Decision at 9 (RD issued June 22, 2015), *adopted without modification* (Order entered July 30, 2015) (RD and Order collectively referred to as *CWC PennVEST Surcharge Order 1*), Order at 2 (approving initial PennVEST surcharge and methodology); *Columbia Water Co. Supplement No. 79 to Tariff - Water Pa. P.U.C. No. 7*, Docket Nos. R-2014-2445660 (Order entered Aug. 11, 2016) (approving change to surcharge based on increase in EDU amount) (“*CWC PennVEST Surcharge Order 2*”); *Columbia Water Co. Supplement No. 84 to Tariff - Water Pa. P.U.C. No. 7*, Docket No. R-2017-2588525 (Order entered Mar. 16, 2017) (“*CWC PennVEST Surcharge Order 3*”); *Columbia Water Co. Supplement No. 98 To Tariff – Water Pa. P.U.C. No. 7*, Docket No. R-2019-3008417 (Order entered May 23, 2019) (“*CWC PennVEST Surcharge Order 4*”); *Columbia Water Company Supplement No. 105 To Tariff – Water Pa. P.U.C. No. 7*, Docket No. R-2020-3022302 (Order entered Dec. 17, 2020) (“*CWC PennVEST Surcharge Order 5*”); *Columbia Water Company Supplement No. 108 To Tariff – Water Pa. P.U.C. No. 7*, Docket No. R-2021-3024192 (Order entered Apr. 15, 2021) (“*CWC PennVEST Surcharge Order 6*”); *Columbia Water Company Supplement No. 117 To Tariff – Water Pa. P.U.C. No. 7*, Docket No. R-2022-3036936 (Order entered Feb. 9, 2023) (“*CWC PennVEST Surcharge Order 7*”); *Columbia Water Company Supplement No. 133 To Tariff – Water Pa. P.U.C. No. 7*, Docket No. R-2025-3057874 (Order entered Jan. 15, 2026) (“*CWC PennVEST Surcharge Order 8*”).

<sup>3</sup> “It is well settled in the law that financial harm is not considered irreparable.” *SBG Management Services, Inc./Elrea Garden Realty Co., L.P.; SBG Management Services, Inc./Fairmont Manor Realty Co., L.P.; SBG Management Services, Inc./Marshall Square Realty Co., L.P.; SBG Management Services, Inc./Marchwood Realty Co., L.P.; SBG Management Services, Inc./Oak Lane Court Realty Co., L.P.; SBG Management Services, Inc./Fern Rock Realty Co., L.P.*, v. *Philadelphia Gas Works*, 2019 Pa. PUC LEXIS 158, C-2012-2304167; C-2012-2304215; C-2012-2304303; C-2012-2308454; C-2012-2308462; C-2012-2308465 (2019) (citing *Duquesne Interruptible Complainants v. Duquesne Light Co.*, Docket No. C-913424, (Order entered May 14, 1993) at 10 (citing *Sameric Corporation v. Gross*, 448 Pa. 497, 295 A.2d 277 (1972), *Goadby v. Philadelphia Electric Co.*, 639 F.2d 117 (3d Cir. 1981), and *Virginia Jobbers Ass'n v. Federal Power Commission*, 259 F.2d 921 (D.C. Cir. 1958)).

2. The Emergency Petition also fails because there is and can be no showing that the need for relief is immediate. Complainant is entitled under the Commission's regulations to withhold payment of the disputed portion of the bill while his Complaint is pending.<sup>4</sup> There is no need for any relief, let alone immediate relief.

3. The Emergency Petition fails because granting the requested prohibitory injunction and disrupting the status quo will harm the public including: (i) the lender which is the Commonwealth through PENNVEST and is funded by tax payer dollars, (ii) the Company which needs the financial wherewithal to pay its debt and continue ongoing operations through Commission approved rates, and (iii) the Company's customers, who rely on the Company to continue providing safe drinking water every day.

4. The Emergency Petition fails because there is no likelihood of success on the merits. The Emergency Petition is replete with misrepresentations and falsehoods. Complainant manufactured much of the information asserted in the Petition and did not bother to verify the accuracy of the representations, even though he signed a verification attesting to the "facts" set forth in the Petition.

5. Finally, the regulations in Chapter 3 are clearly intended for an emergency, which is specifically defined as "[a] situation which **presents a clear and present danger to life or property** or which is uncontested and requires action prior to the next scheduled public

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<sup>4</sup> When, as here, there is a pending formal complaint, "[p]rior to the hearing . . . the customer shall be required to pay that amount which the customer services representative determines is not disputed." 52 Pa. Code § 56.181(2). That is, Complainant is entitled to withhold payment of the disputed portion of the bill while his Formal Complaint is pending. Moreover, consistent with 66 Pa. C.S. § 1312(a), the regulations provide that "[a]n amount ultimately determined to have been overpaid by the disputing party shall be reimbursed with interest at the tariff rate . . ." 52 Pa. Code § 56.181(3).

meeting.” 52 Pa. Code § 3.1 (emphasis added). There is no danger alleged to life or property, only a conjectural economic complaint over an additional \$0.23/month surcharge that has been approved by the Commission multiple times.

## II. BACKGROUND

6. “PENNVEST loans were established to provide funding to water and wastewater companies for improvements of drinking water and wastewater treatment facilities in this Commonwealth. *The Commission is required to establish expedited practices, procedures and policies to facilitate and accomplish repayment of the loan obligations.* See section 14 of the PENNVEST Act (35 P. S. § 751.14).” 52 Pa. Code § 69.361 (emphasis added).

7. The Commission’s procedures for implementation of PennVEST surcharges are found at 52 Pa. Code § 69.363.

8. The Company used the procedures at Section 69.363 to implement a PennVEST surcharge for three loans from PennVEST. Each loan and Commission approval process for the related surcharge or surcharge increase is described below.

9. The Commission approved the Company’s initial PennVEST surcharge on July 30, 2015 by approving without modification a Recommended Decision that approved a Settlement with the Company, the Office of Consumer Advocate (“OCA”), and the Bureau of Investigation and Enforcement (“I&E”) implementing the PennVEST surcharge at \$8.18 including the methodology for calculating the surcharge to allow the Company to recover monthly principal and interest payment for PennVEST Loan 80180. *CWC PennVEST Surcharge Order 1*, Docket No. R-2014-2445660.

10. In seeking approval of the surcharge, the Company placed on the PUC record all requested facts regarding the project the loan financed – a water treatment plant with a permitted

capacity of 4.0 MGD. *See, e.g.*, Response to Data Request 4, Docket No. R-2014-2445660, at 5 (available at <https://www.puc.pa.gov/pdocs/1323308.pdf>).

11. The Company expressly explained to the Commission in an on the record data request that it had reduced the originally planned capacity of the treatment plan from 6.0 MGD to 4.0 MGD to stay within budget and that PennVEST had approved this change. Response to Data Request 6, Docket No. R-2014-2445660, at 7 (available at <https://www.puc.pa.gov/pdocs/1323308.pdf>)

12. The Company provided supporting data showing the expenditures and required payments to PennVEST, including change order information. Supporting Data for Supplement No. 68, pdf page 20, Report Page 3-1, R-2014-2445660 (available at <https://www.puc.pa.gov/pdocs/1316841.pdf>).

13. Tariff Supplement No. 68 to Water Pa. P.U.C. No. 7 establishes a PennVEST surcharge of \$8.18 per EDU and is a Commission-approved rate made effective on January 1, 2015.

14. On February 9, 2023, the Company obtained permission from the PUC to increase the surcharge to incorporate PennVEST Loan 85182 which funded a new water intake off of the Susquehanna River among other capital projects. *CWC PennVEST Surcharge Order 7*, Docket No. R-2022-3036936.

15. When seeking approval for the increase in the PennVEST surcharge at Docket No. R-2022-3036936, the Company mailed Commission-required notice of the surcharge to each individual customer including the exact amount of the increase and information on how customers could participate or challenge the increase. Response to TUS Set 1 No. R-3 (available at <https://www.puc.pa.gov/pdocs/1768945.pdf>).

16. During the PennVEST process, the Company disclosed to PennVEST that it would be required to increase its PennVEST surcharge to make principal and interest payments on Loan 85182 as evidenced in the Loan Specific Terms, Exhibit A to the Funding Agreement, which states: “3. Columbia Water Company shall request approval of the PUC for an increase in the PENNVEST Debt Service Surcharge Revenues sufficient to support the loan debt service under this PENNVEST Loan and PENNVEST Loan #80180 not later than 90 days prior to the Schedule Amortization Date set forth in Exhibit E to the Funding Agreement.”

17. When seeking approval for the increase in the PennVEST surcharge at Docket No. R-2022-3036936, the Company disclosed the projects funded by Loan 85182 to the PUC. November 23, 2022 Submission of Supp. 117 at 2 (available at <https://www.puc.pa.gov/pcdocs/1765808.pdf>).

18. On January 15, 2026, the Company obtained permission from the PUC to increase the surcharge to incorporate PennVEST Loan 12823 which funded water tank painting for three water tanks. *CWC PennVEST Surcharge Order 8*, Docket No. R-2025-3057874.

19. When seeking approval for the increase in the PennVEST surcharge at Docket No. R-2025-3057874, the Company mailed Commission-required notice of the surcharge to each individual customer including the exact amount of the increase and information on how customers could participate or challenge the increase. Verification of Notice (available at <https://www.puc.pa.gov/pcdocs/1905355.pdf>).

20. During the PennVEST process, the Company disclosed to PennVEST that it would be required to increase its PennVEST surcharge to make principal and interest payments on Loan 12823 as evidenced in the Loan Specific Terms, Exhibit A to the Funding Agreement, which states: “3. Columbia Water Company shall request approval of the PUC for an increase in the

PENNVEST Debt Service Surcharge Revenues sufficient to support the loan debt service under this PENNVEST Loan and PENNVEST Loan numbers 80180 and 85182 not later than 90 days prior to the Schedule Amortization Date set forth in Exhibit E to the Funding Agreement.”

21. When seeking approval for the increase in the PennVEST surcharge at Docket No. R-2025-3057874, the Company disclosed the projects funded by Loan 12823 to the PUC. October 8, 2025 Submission of Supp. 133 at 2 (available at <https://www.puc.pa.gov/pcdocs/1897924.pdf>).

### III. LEGAL STANDARDS

22. The purpose of an interim *emergency* order is to grant or deny injunctive relief during the pendency of a proceeding. 52 Pa. Code § 3.1. “Emergency” is defined in the Commission’s Regulations as “[a] situation which *presents a clear and present danger to life or property* or which is uncontested *and requires action prior to the next scheduled public meeting.*” *Id.* (emphasis added.)

23. The standards that govern the issuance of interim emergency orders are set forth at 52 Pa. Code § 3.6. A petitioner who seeks the Commission to enter an order for interim emergency relief must establish four elements:

- (1) The petitioner’s right to relief is clear;
- (2) The need for relief is immediate;
- (3) The injury would be irreparable if relief is not granted; and
- (4) The relief requested is not injurious to the public interest.

52 Pa. Code. § 3.6(b).

24. Interim emergency relief is only available when petitioner proves *each of these elements*. *Glade Park East Home Owners Ass’n v. Pa. PUC*, 628 A.2d 468, 473 (Pa. Cmwlth. 1993). Interim emergency relief also requires that a petitioner prove that an emergency exists, as opposed to offering inferences, conjecture or concerns. *Peoples Natural Gas Co. v. PUC*, 555

A.2d 288, 291 (Pa. Cmwlth. 1989) (reversing Commission decision entering injunction where no evidence of emergency); Order Denying Interim Emergency Relief, *Buffalo-Lake Erie Wireless Sys. Co. v. Verizon-PA*, Dkt. No. C-2010-2158408 (Mar. 2, 2010) (Colwell, J.) at 10 (“BLEW”); *Edan Transp. Corp. v. PUC*, 623 A.2d 6 (Pa. Cmwlth. 1993). The petitioner’s burden is very steep. A petitioner must establish each of these elements by a preponderance of the evidence. 66 Pa. C.S. § 332(a) (“proponent of a rule or order has the burden of proof”); *Samuel J. Lansberry, Inc. v. PUC*, 134 Pa. Cmwlth. 218, 222-23 (Pa. Cmwlth. 1990) (“The litigant’s burden of proof before administrative tribunals as well as before most civil proceedings is satisfied by establishing a preponderance of evidence which is substantial and legally credible.”).

25. Failure to prove even a single element requires the Commission to deny a petition for interim emergency relief. *Crums Mill Assoc. v. Dauphin Consol. Water Supply*, Dkt. No. C-00934810 (Order entered April 16, 1993), slip op. at 4 (failure of a petitioner to meet any one of four elements requires denial of relief); *Peoples Natural Gas Co. v. PUC*, 555 A.2d at 291 (reversing Commission’s reversal of ALJ’s decision to deny interim emergency order because ALJ found that evidence did not establish an emergency circumstance). The findings of fact “necessary to support an adjudication of the Commission must be based upon substantial evidence, which is such relevant evidence as a reasonable mind might accept as adequate to support a conclusion.” *Trimac Transp. East, Inc.*, Dkt. No. M-2012-2314062 (Order entered Nov. 13, 2012), at 2.

26. Petitioner must provide more “than a mere trace of evidence or a suspicion of the existence of a fact sought to be established.” *Petition of Norfolk Southern Railway Co.*, Dkt. No. C-00019560, 2011 WL 6122882 (Order entered Dec. 1, 2011), at 8 (citing *Norfolk & Western Ry. v. PUC*, 413 A.2d 1037 (Pa. 1980)); *Erie Resistor Corp. v. Unemployment Comp. Bd. Of*

*Review*, 166 A.2d 96 (Pa. Super. 1960); *Murphy v. Dep't of Pub. Welfare, White Haven Center*, 480 A.2d 382 (Pa. Cmwlth. 1984). Petitioners bear both the burden of production and the burden of persuasion. *Hurley v. Hurley*, 754 A.2d 1283 (Pa. Super. 2000). Unlike the burden of production, the burden of persuasion “includes determinations of credibility and acceptance or rejection of inferences . . . .” *BLEW* at 11-12 (citing *Suber v. Pa. Comm'n on Crime & Delinquency*, 885 A.2d 678 (Pa. Cmwlth. 2005)). Moreover, certain evidence, even though it may have been admitted into the record, may not be competent evidence to meet petitioners' burden of proof. See *Gruelle c/o Toll Diversified Props., Inc. v. PPL Electric Util. Corp.*, Dkt. No. C-2015-2463573, 2015 WL 7873828, at \*10–12 (Order entered Oct. 27, 2015) (Colwell, ALJ.).

27. Likewise, lay opinions on matters requiring scientific, technical or specialized knowledge are not competent evidence to support a finding of fact. *Pickford v. Pennsylvania-American Water Co.*, Dkt. No. C-2007-8029, 2009 WL 1514962 (Order entered May 14, 2009); Pa. R.E. 701(c) (“If a witness is not testifying as an expert, testimony in the form of an opinion is limited to one that is . . . not based on scientific, technical, or other specialized knowledge within the scope of Rule 702.”). Similarly, a lay witness's references to reports or conclusions of others is not substantial evidence, as the lay witness cannot rely on that type of information in reaching a conclusion. See Pa.R.E. 701 and 703. Instead, that is the role of a qualified expert witness.

28. Moreover, a petitioner also cannot meet the burden of proving an emergency by offering inference, conjecture or concerns. *Petition of Norfolk Southern Railway Co.*, 2011 WL 6122882. (“More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established.”). The standard is not what might happen or what personal concerns one holds but rather, the standard is that an emergency in fact exists. *Peoples Natural*

*Gas Co.*, 555 A.2d at 291 (reversing Commission’s reversal of ALJ’s decision to deny interim emergency order because ALJ found that evidence did not establish an emergency circumstance).

**IV. THE EMERGENCY PETITION MUST BE DENIED**

**A. AS A MATTER OF LAW, THERE IS NO IRREPARABLE HARM**

29. Complainant will not suffer irreparable harm if emergency relief is denied because the gravamen of the Emergency Petition is the alleged impropriety of CWC’s \$0.23 PENNVEST surcharge increase.

30. Complainant seeks an emergency supersedeas suspending Tariff Supplement No. 138 and the associated PENNVEST surcharge increase from \$9.69 to \$9.92 per month. Emergency Petition, p. 1.

31. Specifically, Complainant alleges that the Emergency Petition and Formal Complaint at Docket No. C-2026-3060873 seek to bring to the Commission’s attention “a documented pattern of material misrepresentation spanning three stacked PENNVEST loans totaling \$20,492,403.” *Id.*

32. The third PENNVEST loan about which Complainant complains, Loan 12823, became effective February 1, 2026 and involved a \$0.23 surcharge increase.

33. However, Complainant will not be irreparably harmed by paying an additional \$0.23 per month. An allegation that one is paying an additional monthly surcharge that is improper is an allegation of financial injury, and it is well settled that financial harm is not considered irreparable. *SBG Management Services, Inc./Elrea Garden Realty Co., L.P.*; *SBG Management Services, Inc./Fairmont Manor Realty Co., L.P.*; *SBG Management Services, Inc./Marshall Square Realty Co., L.P.*; *SBG Management Services, Inc./Marchwood Realty Co., L.P.*; *SBG Management Services, Inc./Oak Lane Court Realty Co., L.P.*; *SBG Management Services,*

*Inc./Fern Rock Realty Co., L.P., v., Philadelphia Gas Works*, 2019 Pa. PUC LEXIS 158, C-2012-2304167; C-2012-2304215; C-2012-2304303; C-2012-2308454; C-2012-2308462; C-2012-2308465 (2019) (citing *Duquesne Interruptible Complainants v. Duquesne Light Co.*, Docket No. C-913424, at 10 (Order entered May 14, 1993) (citing *Sameric Corporation v. Gross*, 295 A.2d 277 (Pa. 1972), *Goadby v. Philadelphia Electric Co.*, 639 F.2d 117 (3d Cir. 1981), and *Virginia Jobbers Ass'n v. Federal Power Commission*, 259 F.2d 921 (D.C. Cir. 1958)).

34. Moreover, Complainant incorrectly asserts that ratepayers “cannot recover surcharge payments once made” and “individual residential ratepayers have no mechanism to recover amounts paid under a surcharge subsequently found to be improperly authorized.” Emergency Petition, p. 10.

35. However, the Public Utility Code specifically provides a mechanism for ratepayers to recover amounts paid under an improperly authorized surcharge. Section 1312 of the Code provides:

If, in any proceeding involving rates, the commission shall determine that any rate received by a public utility was unjust or unreasonable, or was in violation of any regulation or order of the commission, or was in excess of the applicable rate contained in an existing and effective tariff of such public utility, **the commission shall have the power and authority to make an order requiring the public utility to refund the amount of any excess paid by any patron, in consequence of such unlawful collection, within four years prior to the date of the filing of the complaint, together with interest at the legal rate from the date of each such excessive payment.**

66 Pa. C.S. § 1312(a) (emphasis added).

36. Based on this statutory provision, Complainant may recover amounts paid under an improperly authorized surcharge, together with interest from the date of each excessive payment, if the Commission were to find that the surcharge was improperly authorized.

37. Accordingly, Complainant's arguments regarding irreparable injury should be rejected because they are based on allegations of financial harm and the incorrect claim that a ratepayer cannot recover PENNVEST surcharges that are later found unlawful.

**B. THE NEED FOR RELIEF IS NOT IMMEDIATE**

38. As stated above, the Emergency Petition fails to describe an emergency situation. It also fails to explain why Complainant is entitled to immediate relief.

39. Complainant requests an emergency supersedeas suspending Tariff Supplement 138 and the associated PENNVEST surcharge increase from \$9.69 to \$9.92 per month.

40. However, this request flies in the face of the Commission's regulations.

41. Complainant's underlying Formal Complaint at Docket No. C-2026-3060873 seeks to bring to the Commission's attention irregularities that Complainant believes exist with respect to three PENNVEST loans held by CWC.

42. When, as here, there is a pending formal complaint, "[p]rior to the hearing . . . the customer shall be required to pay that amount which the customer services representative determines is not disputed." 52 Pa. Code § 56.181(2). Thus, Complainant is entitled to withhold payment of the disputed portion of his bill while the Formal Complaint is pending.

43. Moreover, consistent with 66 Pa. C.S. § 1312(a), the regulations provide that "[a]n amount ultimately determined to have been overpaid by the disputing party shall be reimbursed with interest at the tariff rate . . . ." 52 Pa. Code § 56.181(3).

44. In addition, because of his pending Formal Complaint, Complainant is protected against any termination of service associated with his failure to pay the disputed portion of the PENNVEST surcharge. *See* 52 Pa. Code § 56.94.

45. Accordingly, there is no need to immediately suspend Tariff Supplement 138 because Complainant is under no obligation to pay the monthly \$0.23 PENNVEST surcharge increase while his Formal Complaint is pending before the Commission.

46. In addition, to the extent that the Emergency Petition seeks to immediately suspend Tariff Supplement 138 for the benefit of other CWC ratepayers, Complainant lacks standing to assert their interests in this proceeding. “A party may not claim standing to vindicate the rights of a third party who has the opportunity to be heard.” *Mid-Atlantic Power Supply Ass’n. v. Pa. PUC*, 746 A.2d 1196, 1200 (Pa. Cmwlth. 2000).

**C. THERE IS LITTLE LIKELIHOOD OF SUCCESS ON THE MERITS**

47. The Emergency Petition raises the following claims, each of which is false, misleading, and legally insufficient to state a claim.

	<b>Accusation</b>	<b>Facts</b>	<b>Law</b>
1.	Misrepresentation to PennVEST in 2014 regarding capacity of facilities to be constructed for Loan 80180. <i>Copenhaver Emergency Petition</i> at 2-3, 5-6, 9.	The Company did not make a misrepresentation; rather a change occurred during the PennVEST process that was fully and appropriately disclosed to PennVEST and the PUC.	PUC lacks jurisdiction over representations made to PennVEST; the claim is time barred under 66 Pa. C.S. § 3314.
2.	Inclusion of ineligible expenses in PennVEST Loan 80180 in 2014 and allegations regarding change orders in 2014. <i>Emergency Petition</i> at 2-3, 4-5.	The expenses at issue were fully disclosed to, reviewed by, and approved by PennVEST and DEP and were properly included expenses included to comply with local historic ordinance; <sup>5</sup> the expenses listed were approximately .07% of project; Pennvest change order procedures were properly followed.	PUC lacks jurisdiction over representations made to PennVEST; the claim is time barred under 66 Pa. C.S. § 3314.
3.	Misrepresentation in 2021 to PennVEST that CWC had sufficient funds to cover payments for Loan 85182, but CWC then increased surcharge. <i>Emergency Petition</i> at 3, 5.	CWC did not make a misrepresentation to PennVEST. As the PennVEST documents clearly disclose, CWC intended to increase its surcharge to include Loan 85812. CWC likewise disclosed to the Commission that it would seek to increase the surcharge prior to taking out Loan 85812 from PennVEST.	PUC lacks jurisdiction over representations made to PennVEST; the claim is time barred under 66 Pa. C.S. § 3314.
4.	Loan 85182 funded projects were necessary due to lower capacity of project financed with Loan 80180. <i>Emergency Petition</i> at 3.	The projects funded with Loan 85812 were not related in any way to project funded with Loan 80180.	The claim is time barred under 66 Pa. C.S. § 3314.
5.	CWC issued the newspaper article attached to the Emergency Petition regarding tank painting funded by	CWC sent required notice directly to each customer when it sought to increase the PennVEST surcharge which	Fails to state claim.

<sup>5</sup> Borough of Columbia, PA Code, Ch. 130 Historic District (available at <https://ecode360.com/7740520>)

	<b>Accusation</b>	<b>Facts</b>	<b>Law</b>
	Loan 12823, which represented that user fees would not be impacted. <i>Emergency Petition</i> at 4-5.	explained how customers could challenge the surcharge increase.	
6.	The projects funded by Loan 12823 constituted routine operations and maintenance that should not be capital debt. <i>Emergency Petition</i> at 4.	Utility accounting standards provide that the Company appropriately capitalized these expenses.	Fails to state a claim - Utility ratemaking and accounting standards provide for such costs to be capitalized.
7.	CWC received a grant. <i>Emergency Petition</i> at 4.	The Company did not receive a grant.	Fails to state claim – even if CWC had received a grant, that is not a violation of anything over which the PUC has jurisdiction.
8.	Water quality has deteriorated based on 3 MCL exceedance on TTHM in 3 single samples in 2025. <i>Emergency Petition</i> at 7-9.	Water quality has not deteriorated; the MCL levels mentioned are not in violation of safe drinking water standards, which are based on a four quarter rolling average and not individual standalone sample results.	PUC lacks jurisdiction over claims of violation of environmental regulations.
9.	Water Main replacement rates. <i>Emergency Petition</i> at 7-8, 10.	There is no proscribed timeline for water main replacements; CWC is complying with its LTIP and LSLRP.	Fails to state claim – there is no standard for compliance.
10.	Unaccounted for Water (“UFW”) Levels. <i>Emergency Petition</i> at 7.	The Company’s UFWs are well below industry standard of 20%.	Fails to state claim – CWC has not violated standard.
11.	Existence of unknown piping materials. <i>Emergency Petition</i> at 7-10.	The Company does not have unknown pipe materials in its system. The Petition misconstrues that CWC was in the data entry process of labeling all pipe materials within its newly updated GIS system. The Company has now completed its data entry by updating all material descriptions in its GIS system.	Fails to state claim – CWC is within compliance time frames under LSLRP for inputting data into GIS system.

48. As shown above, there is little likelihood of success on the merits because the claims raised in the Emergency Petition are false and barred by various legal doctrines.

49. The Company notes that this Answer has not addressed each and every allegation in the Emergency Petition and as such those allegations not addressed above are deemed denied. 52 Pa. Code § 3.7. To the extent any such allegations are relevant and made at hearing through competent evidence, the Company reserves its rights to address the same through testimony and documentary evidence.

**D. IMPOSING AN INJUNCTION WILL DISRUPT THE STATUS QUO AND INJURE THE PUBLIC INTEREST**

50. The public interest would be harmed if the Commission were to grant the Emergency Petition.

51. The Commission, per statutory mandate,<sup>6</sup> created a process to review PENNVEST loans extended to public utilities, a process designed to protect the public interest.

52. CWC acted in good faith to comply with all the requirements of the Commission's process and the Commission approved Tariff Supplement 138.

53. Allowing Complainant to overturn that process with allegations that have not yet been sufficiently scrutinized would injure the public interest.

54. Granting the Emergency Petition would disrupt the status quo. Payments of principal and interest due to PENNVEST would be put in jeopardy, CWC would lack the funding it anticipated when undertaking the projects in question, and CWC's customers would be harmed, because they rely on CWC's officers not only to manage the Company's finances, but also to ensure the provision of safe drinking water.

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<sup>6</sup> "The Commission is required to establish expedited practices, procedures and policies to facilitate and accomplish repayment of the loan obligations. See section 14 of the PENNVEST Act (35 P. S. § 751.14)." 52 Pa. Code § 69.361.

V. **CONCLUSION**

WHEREFORE, Columbia Water Company respectfully requests the Emergency Petition be denied with prejudice.

Respectfully submitted,

*/s/ Whitney E. Snyder*

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*Counsel for Columbia Water Company*

Dated: March 11, 2026

## VERIFICATION

I, David T. Lewis, President, on behalf of Columbia Water Company, hereby state that the facts set forth in the foregoing Answer of Columbia Water Company Opposing Motion for Emergency Supersedeas Pursuant to 52 PA. Code § 3.6 are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing in this matter. This verification is made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.



David T. Lewis, P.E.  
President  
Columbia Water Company

Dated: March 11, 2026

**CERTIFICATE OF SERVICE**

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

**VIA FIRST CLASS MAIL**

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*Pro Se Complainant*

/s/ Whitney E. Snyder  
Whitney E. Snyder  
Erich W. Struble  
Kathryn C. Read-Fisher

Dated this 11th day of March, 2026.