

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Ryan Flynn o/b/o	:	
Liquid Management	:	
	:	
v.	:	C-2024-3047272
	:	
Pennsylvania-American Water Company	:	

**INITIAL DECISION**

Before  
Alphonso Arnold III  
Administrative Law Judge

**INTRODUCTION**

In this matter, the owner of a mobile home park filed a Complaint, and later an Amended Complaint, against the park’s wastewater utility alleging incorrect billing and that the utility forced him to connect the park to the utility’s sewer system to become a customer of the utility. The Amended Complaint is dismissed for the failure of Complainant to meet his burden of proof that the Company violated the Public Utility Code, Commission regulation or Order, or a Commission-approved Company tariff.

**HISTORY OF PROCEEDING**

On February 16, 2024, Ryan Flynn o/b/o Liquid Management (“Complainant” or “Mr. Flynn”) filed a Formal Complaint against the Pennsylvania American-Water Company (“Respondent” or “PAWC”), Wastewater Division, with the

Pennsylvania Public Utility Commission (“Commission”). Complainant complained of incorrect billing in relation to wastewater service received from PAWC to the Meadowbrook Mobile Home Park (“Meadowbrook”), which he owns. Complaint ¶ 4. For relief, Complainant requested “to be charged a flat wastewater fee based on the tariff for customers not metered for water consumption.” Complaint ¶ 5. The Complaint was served on Respondent on March 12, 2024.

On April 1, 2024, Respondent filed an Answer to the Complaint. Respondent denied that there are incorrect charges on Complainant’s bill, asserting that it bills Complainant pursuant to its Commission-approved tariff. Respondent asserted that Meadowbrook is properly metered for sewage flows and is billed wastewater charges based on sewage flows. Respondent requested that the matter be referred to the Commission’s Mediation Unit.

On April 3, 2024, an Interim Order Setting Resolution Conference was issued, assigning this case to the Office Administrative Law Judge’s Mediation Unit. Mediation of this case was unsuccessful.

On June 24, 2024, an Initial Call-In Telephonic Hearing Notice was issued, scheduling this matter for an evidentiary hearing on August 6, 2024, and assigning the case to me as Presiding Officer.

On July 24, 2024, my Prehearing Order was issued setting forth the procedural rules that would govern the hearing.

On July 26, 2024, a Hearing Cancellation Notice was issued cancelling the August 6, 2024, hearing. The hearing was cancelled at the request of the parties so that they may continue settlement discussions.

On July 26, 2024, an Initial Call-In Telephonic Hearing Notice was issued, scheduling this matter for an evidentiary hearing on October 8, 2024.

On September 17, 2024, my Prehearing Order was issued setting forth the procedural rules that would govern the hearing.

On October 1, 2024, I received an email from the parties indicating that they had reached a settlement in principle. Therefore, on October 2, 2024, a Cancelled/Rescheduled Initial Telephonic Hearing Notice was issued cancelling the October 8, 2024, evidentiary hearing and rescheduling the hearing for December 3, 2024.

On November 20, 2024, Lawrence J. Rosen, Esquire, entered his appearance on behalf of Complainant.

On November 20, 2024, Complainant filed a Petition for Issuance of Subpoenas.

On November 27, 2024, Complainant filed a Motion for Continuance of the December 3, 2024, hearing.

On November 27, 2024, a Hearing Cancellation Notice was issued cancelling the December 3, 2024, hearing.

On December 2, 2024, my Order Granting Continuance was issued, formally granting the Motion for Continuance filed November 27, 2024.

On December 18, 2024, an Initial Call-In Telephonic Hearing Notice was issued, scheduling this matter for an evidentiary hearing on February 12, 2025.

On December 18, 2024, my Prehearing Order was issued setting forth the procedural rules that would govern the hearing.

On January 17, 2025, my Order Denying Petition for Issuance of Subpoenas was issued.

On January 17, 2025, Complainant filed an Amended Request for Issuance of Subpoenas.

On January 24, 2025, Paul J. Atencio, Esquire, entered his appearance on behalf of Complainant.

On January 24, 2025, Complainant filed a Notice of Withdrawal of Subpoenas without prejudice.

On February 3, 2025, Complainant filed a Motion for Continuance of the February 12, 2025, evidentiary hearing.

On February 5, 2025, my Order Granting Ryan Flynn's Motion for Continuance was issued.

On February 5, 2025, a Cancelled/Rescheduled Initial Telephonic Hearing Notice was issued cancelling the February 12, 2025, evidentiary hearing and rescheduling the hearing for April 3, 2025.

On March 27, 2025, Respondent, informally through email, made a request for continuance of the April 3, 2025, evidentiary hearing. Respondent indicated that the parties were working on a resolution to this case and that Complainant did not object to the request. I granted the continuance request informally through email.

On March 31, 2025, a Hearing Cancellation Notice was issued cancelling the April 3, 2025, evidentiary hearing.

On April 2, 2025, my Order Directing Filing of Status Report was issued. The Order directed that the parties file a Joint Status Report on or before May 30, 2025. A Status Report was not filed on or before May 30, 2025; however, the parties informed me through email that resolution of this case was unlikely and that the parties would be amenable to participating in a prehearing conference to discuss how this matter should proceed.

On June 3, 2025, a Prehearing Conference Notice was issued, scheduling a prehearing conference for this matter on June 10, 2025. On that same day, my Prehearing Conference Order was issued, which explained the issues that would be addressed at the prehearing conference.

On June 10, 2025, the prehearing conference was held as scheduled. Both parties participated in the prehearing conference. Amongst other procedural matters that were discussed at the conference, I informed the parties that I would issue an Order directing the submission of written testimony in this proceeding. Complainant also expressed an intent at the conference to file an Amended Complaint.

On June 20, 2025, Complainant filed an Amended Complaint, wherein Complainant raised two issues. First, Complainant argued that pursuant to its tariff, PAWC charges its wastewater customers metered or unmetered charges based on whether the customer is metered for water consumption. As Meadowbrook is not metered for water consumption, Complainant argued that it should be charged an unmetered, flat based rate. Between September 1, 2020, and November 4, 2024, PAWC billed Meadowbrook metered charges even though it was not metered for water consumption. For relief, Complainant asked to be refunded the difference between the

monthly metered charges PAWC applied and the applicable monthly flat fee charges that should have been applied.

Second, Complainant argued that he was misled by PAWC's acts and omissions to believe that he was required to install certain improvements and equipment on the Meadowbrook property in order to tie into PAWC's sanitary sewer system. As such, Complainant argued that he incurred costs of at least \$167,000.00 for the installation of said improvements and equipment. As it relates to this allegation, Complainant requested that the Commission order the reimbursement of installation and equipment costs wrongly incurred by Mr. Flynn due to PAWC's acts or omissions.

On June 27, 2025, a 29-page electronic transcript of the prehearing conference was filed with the Commission.

On July 10, 2025, Respondent filed its Answer and New Matter to the Amended Complaint, wherein it admitted or denied the allegations of the Amended Complaint. Respondent asserted that at all times that Complainant had a meter installed to measure wastewater flow, he was billed a metered rate, and at times that he did not have a meter installed, he was billed an unmetered rate. Regarding the allegation that Complainant was misled by Respondent to install certain improvements, Respondent asserted that all of the improvements in question were required to be installed by Mr. Flynn in order to comply with a Pennsylvania Department of Environmental Protection ("DEP") directive to deliver Meadowbrook's sewage to the Fairview Township wastewater system ("Fairview") for treatment. To the extent that Complainant seeks monetary damages for the improvements made, Respondent in its New Matter argued that such relief is beyond the Commission's jurisdiction to order. Respondent requested that the Commission dismiss the Amended Complaint.

On July 29, 2025, Complainant filed a Reply to the New Matter.

On August 21, 2025, an Initial Telephonic Hearing Notice was issued, scheduling this matter for an evidentiary hearing on November 5, 2025.

On August 21, 2025, my Prehearing Order was issued, which provided the procedural rules that would govern the evidentiary hearing and directed that direct testimony and exhibits be submitted by September 22, 2025, and written rebuttal testimony and exhibits be submitted by October 22, 2025.

On September 22, 2025, Complainant submitted written direct testimony and exhibits.

On October 22, 2025, Respondent submitted written rebuttal testimony and exhibits.

On October 30, 2025, Complainant submitted supplemental witness exhibits.

On November 5, 2025, the evidentiary hearing was held as scheduled. Both parties were represented at the hearing. The parties moved for the admission of their pre-served testimony and exhibits into the evidentiary record. Mr. Flynn was permitted to provide oral surrebuttal testimony during the hearing.<sup>1</sup> Near the conclusion of the hearing, the parties discussed the filing of briefs. I informed the parties that I would issue a briefing order following the submission of the electronic transcript with the Commission. Tr. 105-106.

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<sup>1</sup> During the hearing this was referred to as rejoinder testimony whereas it should have been appropriately referred to as surrebuttal testimony.

On November 24, 2025, the 94-page electronic transcript and exhibits of the November 5, 2025, evidentiary hearing were filed with the Commission.

On November 25, 2025, my Briefing Order was issued. The Briefing Order directed that parties shall file and serve main briefs on or before December 26, 2025, and reply briefs on or before January 12, 2026.

On December 26, 2025, both parties filed main briefs.

On January 12, 2026, Respondent filed a reply brief.

On January 15, 2026, my Order Closing the Record was issued.

The evidentiary record consists of the electronic transcripts of the prehearing conference and evidentiary hearing held in this matter and the following testimonies and exhibits admitted at the evidentiary hearing:

### **Complainant's Testimony and Exhibits**

- Amended Formal Complaint filed by Ryan Flynn on June 20, 2025
- Reply to New Matter filed by Ryan Flynn on July 29, 2025
- Flynn Statement No. 1 – Direct Testimony of Ryan Flynn, including Flynn Exhibits A-D
- Flynn Supplemental Exhibits E-G

## **Respondent's Testimony and Exhibits**

- Answer and New Matter filed by PAWC on July 10, 2025
- PAWC Statement No. 1-R – Rebuttal Testimony of Ashley Everette, including Exhibit AE-1
- PAWC Statement No. 2-R – Rebuttal Testimony of Joel Mitchell, including Exhibits JM-1, JM-2, JM-3, and JM-4

This matter is ready for resolution. For the reasons discussed below, the Amended Complaint will be dismissed.

## FINDINGS OF FACT

### **Parties**

1. Complainant is Ryan Flynn o/b/o Liquid Management.
2. Respondent is Pennsylvania-American Water Company.
3. Mr. Flynn owns and operates the Meadowbrook Mobile Home Park, a residential mobile home park that is home to low-income families and residents in New Cumberland, Pennsylvania. Flynn Statement No. 1, at 1.

### **Incorrect billing**

4. Meadowbrook is connected to its own well for water consumption. Flynn Statement No. 1 at 2.
5. Meadowbrook has never been metered for water consumption. Flynn Statement No. 1 at 2.

6. 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 8.

7. From December 2019 through January 4, 2024, Meadowbrook was billed a metered rate for wastewater service. PAWC Statement No. 1-R at 4.

8. The metered rate upon which Meadowbrook was billed was based on the sewage flows captured by the wastewater meter that was installed at Meadowbrook. PAWC Statement No. 1-R at 4.

9. In January 2024, PAWC stopped receiving wastewater meter read data from Meadowbrook. PAWC Statement No. 2-R at 10.

10. Mr. Flynn removed the wastewater meter reading equipment from Meadowbrook in January 2024. Flynn Statement No. 1, at 5; PAWC Statement No. 1-R at 5.

11. After the remote meter reading equipment was removed, PAWC was prevented from receiving meter read data from Meadowbrook. PAWC Statement No. 2-R at 4.

12. PAWC billed Meadowbrook from January 4, 2024 through November 4, 2024, based on estimated meter readings. PAWC Statement No. 1-R at 5.

13. PAWC recalculated the billings for the January 4, 2024 through November 4, 2024, billing periods based on an unmetered rate. PAWC Statement No. 2-R at 10.

14. After it recalculated the January 4, 2024 through November 4, 2024, billings, PAWC issued a billing adjustment to Meadowbrook to reflect the difference between the metered and unmetered rates for those periods. PAWC Statement No. 1-R at 5.

15. Meadowbrook received a refund in the amount of \$151,683.04 on November 22, 2024. Flynn Exhibit D; Flynn Supplemental Exhibit E.

16. For all billing periods since January 4, 2024, Meadowbrook has been billed an unmetered, flat rate for wastewater service as there is no working wastewater meter installed at Meadowbrook. PAWC Statement No. 2-R at 11.

17. PAWC's current wastewater tariff is contained within Flynn Exhibit A and Exhibit AE-1.

18. PAWC's current tariff was approved by the Commission by order entered on July 22, 2024 in Docket No. R-2023-3043190. PAWC Statement No. 1-R at 3.

19. Meadowbrook is located in PAWC's wastewater Rate Zone 1. PAWC Statement No. 1-R, at 4.

20. The schedule of rates for Rate Zone 1 customers states that metered charges are based on water usage or sewage flows, determined at PAWC's discretion, and that all metered customers shall be subject to a monthly service per equivalent dwelling unit. Supplement No. 52 to Tariff Wastewater PA P.U.C. No. 16 at Ninth Revised Page 11.1

21. Regarding unmetered charges, the schedule of rates for Rate Zone 1 customers states that “this charge is a flat rate fee for customers not metered for water consumption.” Supplement No. 52 to Tariff Wastewater PA P.U.C. No. 16 at Eighth Revised Page 11.2.

22. The PAWC wastewater tariff language regarding “metered” and “unmetered” customers has been the same since 2019. PAWC Statement No. 1-R at 6.

23. PAWC’s tariff defines the term “meter” as any device supplied by the Company or other for the purpose of measuring water consumption or wastewater discharge. Supplement No. 43 to Tariff Wastewater PA P.U.C. No. 16 at First Revised Page 22.3.

### **Installation and equipment charges**

24. On October 31, 2015, PAWC acquired the Fairview Township Municipal Authority’s wastewater system. Answer and New Matter filed by PAWC on July 10, 2025, ¶ 30.

25. Prior to PAWC’s acquisition of Fairview, the DEP directed Meadowbrook to connect to a public wastewater system for the treatment of its sewage due to its inability to comply with its DEP wastewater discharge limits and requirements. PAWC Statement No. 2-R at 3; Exhibit JM-1.

26. On July 27, 2011, the DEP directed Meadowbrook to construct a pump station and force main to connect to Fairview. Exhibit JM-1.

27. Following the acquisition of Fairview, PAWC extended a wastewater main to a point near the northeast corner of Meadowbrook. PAWC Statement No. 2-R at 6.

28. Meadowbrook installed a pump station and force main to transport wastewater collected inside the mobile home park to the PAWC connection. PAWC Statement No. 2-R at 6.

29. Meadowbrook also installed a meter vault on its property in the vicinity of the pump station and a meter in the meter pit. PAWC Statement No. 2-R at 6.

30. When the meter was installed, the wastewater that was pumped from the Meadowbrook pump station passed through the meter to record the volume of the wastewater as it was transported to the PAWC connection. PAWC Statement No. 2-R at 7.

31. Following Meadowbrook's installation of the wastewater meter, PAWC 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 7.

## DISCUSSION

### *Legal Standards*

#### *Burden of Proof*

Ryan Flynn, as the individual who filed the Amended Complaint, is the complainant in this proceeding. As a matter of law, to establish a legally sufficient claim,

a complainant must show that the named utility is responsible or accountable for the problem described in the complaint in order to prevail. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990). The offense must also be a violation of the Public Utility Code, a Commission regulation or order or a violation of a Commission-approved tariff. 66 Pa.C.S. § 701.

Section 332(a) of the Public Utility Code (“Code”) provides that a complainant, as the party seeking affirmative relief from the Commission, has the burden of proof by a preponderance of the evidence. 66 Pa.C.S. § 332(a); *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm’n*, 578 A.2d 600 (Pa. Cmwlth. 1990). A preponderance of the evidence is evidence that is more convincing, by even the smallest amount, than that presented by the opposing party. *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950).

If a complainant establishes a *prima facie* case, the burden of going forward with the evidence shifts to the utility. If a utility does not rebut that evidence, the complainant will prevail. If the utility rebuts complainant's evidence, the burden of going forward with the evidence shifts back to complainant, who must rebut the utility's evidence with some additional evidence. The burden of going forward with the evidence may shift from one party to another, but the burden of proof never shifts; it always remains on a complainant. *Milkie v. Pa. Pub. Util. Comm’n*, 768 A.2d 1217 (Pa. Cmwlth. 2001); *Burleson v. Pa. Pub. Util. Comm’n*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff’d*, 461 A.2d 1234 (Pa. 1983).

This Commission’s decision must be supported by substantial evidence in the record. 2 Pa.C.S. § 704. “Substantial evidence” is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established.

*Norfolk & W. Ry. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980); *Murphy v. Pa. Dep't of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

### *Commission-approved tariffs*

At issue in this proceeding is interpretation of PAWC's tariff. It is well accepted that a tariff is a set of operating rules imposed by the Commission that each public utility must follow in order to provide service to its customers. *PPL Elec. Utils. Corp. v. Pa. Pub. Util. Comm'n*, 912 A2d. 386 (Pa. Cmwlth 2006). Public utility tariffs must be applied consistent with their language. Public utility tariffs have the force and effect of law and are binding on the public utility and its customers. *Pa. Elec. Co. v. Pa. Pub. Util. Comm'n*, 663 A.2d 281 (Pa. Cmwlth.1995).

A utility 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. Pub. Util. Comm'n*, 912 A2d. 386 (Pa. Cmwlth. 2006). When a utility tariff is plain on its face, the Commission need not and cannot look beyond the four corners of the tariff to determine its meaning. *Id.* The Commission is not empowered to grant tariff exceptions other than where the tariff provisions in question are in some way discriminatory on their face or in application. *Id.*; *See also* 66 Pa.C.S. § 1304.

### *Analysis*

Two issues have been raised in this proceeding. First, Mr. Flynn alleged that Meadowbrook has been incorrectly billed by PAWC. Second, Mr. Flynn alleged that he was misled by PAWC's acts and omissions to believe that he was required to install certain improvements and equipment on the Meadowbrook property in order to tie into

PAWC’s sanitary sewer system. I will address each issue in turn and conclude that Mr. Flynn failed to meet his burden of proof regarding both issues.

*Incorrect billing*

The primary issue in this proceeding concerns allegations of incorrect wastewater billing in relation to Meadowbrook, a mobile home park owned by Mr. Flynn.<sup>2</sup> In his direct testimony, Mr. Flynn testified that PAWC for years has been incorrectly charging Meadowbrook on a metered rate for wastewater services, when the bills should have been calculated on an unmetered, flat rate basis according to PAWC’s tariff language. Mr. Flynn alleged that this caused Meadowbrook to be substantially overcharged for wastewater services. For relief, Mr. Flynn explained that he is seeking a refund for the amount PAWC overcharged Meadowbrook in violation of its tariff for the period between September 1, 2020 and November 4, 2024.<sup>3</sup>

More specifically, Meadowbrook is located in PAWC’s wastewater Rate Zone 1.<sup>4</sup> PAWC’s tariff provides for metered and unmetered rates for Rate Zone 1 customers.<sup>5</sup> Regarding unmetered charges, the schedule of rates for Rate Zone 1 customers states that “this charge is a flat rate fee for customers not metered for water consumption.”<sup>6</sup> Mr. Flynn testified that Meadowbrook is connected to its own well for water consumption and has never been metered for water consumption.<sup>7</sup> Since Meadowbrook is not metered for water consumption, Mr. Flynn argued that

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<sup>2</sup> Flynn Statement No. 1 at 1.

<sup>3</sup> *Id.* at 1-2. Mr. Flynn calculated this amount to be \$238,298.44. Flynn Exhibit D.

<sup>4</sup> PAWC Statement No. 1-R at 4.

<sup>5</sup> *Id.*

<sup>6</sup> Supplement No. 52 to Tariff Wastewater PA P.U.C. No. 16 at Eighth Revised Page 11.2.

<sup>7</sup> Flynn Statement No. 1 at 2.

Meadowbrook should have been billed an unmetered, flat rate for wastewater during the billing periods in question.<sup>8</sup>

PAWC presented the rebuttal testimonies of Ashley Everette and Joel Mitchell in this proceeding. Ms. Everette is employed by American Water Works Service Company, Inc. as the Vice President of Rates and Regulatory.<sup>9</sup> Mr. Mitchell is employed by American Water Works Service Company, Inc. as a Principal Planning Engineer.<sup>10</sup> PAWC is a subsidiary of American Water Works Service Company.<sup>11</sup>

Mr. Mitchell testified that Meadowbrook is a customer of PAWC for wastewater service only and began receiving wastewater service from PAWC on December 3, 2019.<sup>12</sup> Ms. Everette testified that from December 2019 through January 4, 2024, Meadowbrook was billed a metered rate for wastewater service based on wastewater meter read data from Meadowbrook.<sup>13</sup> In January 2024, PAWC stopped receiving wastewater meter read data from Meadowbrook due to Mr. Flynn removing the wastewater meter reading equipment installed at Meadowbrook.<sup>14</sup> Due to not being able to read the wastewater meter data, PAWC billed Meadowbrook from January 4, 2024 through November 4, 2024, based on estimated meter readings but later issued rebills to Meadowbrook for those periods.<sup>15</sup> The rebills were calculated based on an unmetered

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<sup>8</sup> *Id.*

<sup>9</sup> PAWC Statement No. 1-R at 1.

<sup>10</sup> Tr. 82; PAWC Statement No. 2-R at 1.

<sup>11</sup> Tr. 83.

<sup>12</sup> PAWC Statement No. 2-R at 8.

<sup>13</sup> PAWC Statement No. 1-R at 4.

<sup>14</sup> PAWC Statement No. 1-R at 5; PAWC Statement No. 2-R at 10.

<sup>15</sup> PAWC Statement No. 1-R at 5.

rate.<sup>16</sup> PAWC then issued a billing adjustment to Meadowbrook to reflect the difference between the metered and unmetered rates for those periods.<sup>17</sup>

Turning to PAWC’s tariff, Ms. Everette highlighted that PAWC’s tariff defines the term “meter” as any device supplied by the Company or other for the purpose of measuring water consumption or wastewater discharge.<sup>18</sup> The schedule of rates for Rate Zone 1 customers within PAWC’s tariff states that metered charges are based on water usage or sewage flows, determined at PAWC’s discretion, and that all metered customers shall be subject to a monthly service per equivalent dwelling unit.<sup>19</sup> Ms. Everette argued that Meadowbrook had a meter as defined by the tariff when it had a meter for the purposes of measuring sewage flows and as such was a metered customer as defined by the tariff. “Metered usage” rates apply to metered customers.<sup>20</sup> As such, during all times when there was a wastewater meter installed at Meadowbrook to measure sewage flows, PAWC billed Meadowbrook a metered rate based on the sewage flows captured by the wastewater meter.<sup>21</sup> For all billing periods since January 4, 2024, Meadowbrook has been billed an unmetered, flat rate for wastewater service as there is no working wastewater meter installed at Meadowbrook.<sup>22</sup>

After a review of the record evidence, I find that Complainant has not met his burden of proof regarding this issue.

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<sup>16</sup> PAWC Statement No. 2-R at 10.

<sup>17</sup> PAWC Statement No. 1-R at 5. Meadowbrook received a refund in the amount of \$151,683.04 on November 22, 2024. Flynn Exhibit D; Flynn Supplemental Exhibit E.

<sup>18</sup> Supplement No. 43 to Tariff Wastewater PA P.U.C. No. 16 at First Revised Page 22.3.

<sup>19</sup> Supplement No. 52 to Tariff Wastewater PA P.U.C. No. 16 at Ninth Revised Page 11.1

<sup>20</sup> PAWC Statement No. 1-R at 6.

<sup>21</sup> PAWC Statement No. 1-R at 4.

<sup>22</sup> PAWC Statement No. 2-R at 11.

The record evidence establishes that from the period of December 2019 through January 4, 2024, Meadowbrook had a wastewater meter installed that measured sewage flows. The record evidence also establishes that Meadowbrook did not have a water meter that measured water usage during that period or during any other period. Complainant focuses on the fact that Meadowbrook has never been metered for water consumption, and PAWC's tariff's definition of "unmetered charges," to support his argument that he should have never been billed metered charges. Complainant's argument, however, only considers the definition of "unmetered charges" in a vacuum. The schedule of rates for Rate Zone 1 customers with PAWC's tariff also contains a definition of "metered charges." The entirety of the schedule of rates for Rate Zone 1 customers should be considered to avoid irrational and unreasonable results.

Pursuant to the schedule of rates for Rate Zone 1 customers, such customers will be assessed metered charges or unmetered charges. A meter is a device that measures water usage or sewage flows. While Meadowbrook never had a water meter to measure water consumption, it did have a meter to measure sewage flows prior to January 2024. When the schedule of rates for Rate Zone 1 customers is read in its entirety, it must be concluded that Meadowbrook was a metered customer and thus subject to metered charges based on sewage flows when Meadowbrook had a wastewater meter installed at its property for the purpose of measuring sewage flows. Until Mr. Flynn removed the wastewater meter reading device in January 2024, Meadowbrook was a metered customer.

Ultimately, I find that PAWC was complying with the language of its tariff when it billed Meadowbrook for wastewater service based on metered rates during the period Meadowbrook was metered with a wastewater meter that recorded sewage flows. As cited, public utility tariffs must be applied consistent with their language. By asking the Commission to order PAWC to refund Meadowbrook based on unmetered rates during the periods that Meadowbrook was metered, Complainant is in essence asking for

the Commission to grant Meadowbrook an exception from the language of PAWC's tariff. There is no evidence to support a finding that the language of relevant tariff provisions is discriminatory on its face or in its application to Meadowbrook. *PPL Elec. Utils. Corp. v. Pa. Pub. Util. Comm'n*, 912 A.2d. 386 (Pa. Cmwlth. 2006); 66 Pa.C.S. § 1304. The schedule of rates for Rate Zone 1 customers applies to all Rate Zone 1 customers in PAWC's service territory.

For the above reasons, Complainant's arguments relating to the incorrect billing of Meadowbrook will be dismissed.

*Installation and equipment charges*

In his Amended Complaint, Complainant argued that when he originally became a customer of PAWC, he was misled by PAWC's acts and omissions to cause him to believe that he was required to install certain improvements and equipment on the Meadowbrook property in order to tie into PAWC's sanitary sewer system. These items included a meter, meter pit, hundreds of feet of pipeline and an extensive raw lift station/by-pass connection. Mr. Flynn argued that because Meadowbrook was not metered for water consumption, it was unnecessary for him to install such equipment. Mr. Flynn requested that the Commission order the reimbursement of installation and equipment costs wrongly incurred by Mr. Flynn due to PAWC's acts or omissions, which Mr. Flynn alleged amounted to at least \$167,000.<sup>23</sup> To this argument, at the hearing, Mr. Flynn explained that "there was some kind of ordinance out there that forced me to tie up the wastewater system to Fairview Township, and that pursuant to that ordinance, he was required to install certain items, such as a lift station and a forced main valve or a forced main pipe to connect to the sewer system."<sup>24</sup>

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<sup>23</sup> Amended Formal Complaint filed by Ryan Flynn on June 20, 2025, ¶¶ 1-28.

<sup>24</sup> Tr. at 43.

In his rebuttal testimony, Mr. Mitchell testified that on October 31, 2025, PAWC acquired the Fairview Township Municipal Authority's wastewater system.<sup>25</sup> Mr. Mitchell explained that prior to PAWC's acquisition of Fairview, the DEP directed Meadowbrook to connect to a public wastewater system for the treatment of its sewage due to its inability to comply with its DEP wastewater discharge limits and requirements.<sup>26</sup> On July 27, 2011, the DEP directed Meadowbrook to construct a pump station and force main to connect to Fairview.<sup>27</sup>

Mr. Mitchell went on to explain that following the acquisition of Fairview, PAWC extended a wastewater main to a point near the northeast corner of Meadowbrook.<sup>28</sup> Meadowbrook installed a pump station and force main to transport wastewater collected inside the mobile home park to the PAWC connection.<sup>29</sup> Meadowbrook also installed a meter vault on its property in the vicinity of the pump station and a meter in the meter pit.<sup>30</sup> When the meter was installed, the wastewater that was pumped from the Meadowbrook pump station passed through the meter to record the volume of the wastewater as it was transported to the PAWC connection.<sup>31</sup> Following Meadowbrook's installation of the wastewater meter, PAWC installed its own equipment in the meter vault which allowed PAWC to remotely read the meter and prepare bills based on those meter reads.<sup>32</sup>

After review of the evidence, I find that Complainant has not met his burden of proof regarding this issue. I come to this conclusion for two reasons.

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<sup>25</sup> Answer and New Matter filed by PAWC on July 10, 2025, ¶ 30.

<sup>26</sup> PAWC Statement No. 2-R at 3; Exhibit JM-1.

<sup>27</sup> Exhibit JM-1.

<sup>28</sup> PAWC Statement No. 2-R at 6.

<sup>29</sup> *Id.*

<sup>30</sup> *Id.*

<sup>31</sup> *Id.* at 7.

<sup>32</sup> *Id.* at 7.

First, it is well-established under Pennsylvania law that the enforcement powers of the Commission do not include the power to award money damages. *Elkin v. Bell Tel. Co. of Pa.*, 420 A.2d 371 (Pa. 1980); *Feingold v. Bell of Pa.*, 383 A.2d 791 (Pa. 1978). Therefore, to the extent that Mr. Flynn seeks monetary damages, his argument must be dismissed.

Second, it is clear that Mr. Flynn was not forced to become a customer of PAWC but instead was directed by the DEP to connect to Fairview due to Meadowbrook's failure to comply with DEP sewage discharge limits. Subsequent to the DEP's direction, Fairview was acquired by PAWC. By Mr. Flynn's own admission at the hearing, some entity other than Fairview or PAWC "forced" him to connect to Fairview. Ultimately, Meadowbrook was not forced by PAWC to become its customer for wastewater service.

For the above reasons, Complainant's arguments relating to the installation and equipment charges will be dismissed.

### *Conclusion*

In conclusion, for the reasons discussed above, Mr. Flynn failed to meet his overall burden of proof in this proceeding. The Amended Complaint will be dismissed in the Ordering paragraphs below.

### CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and the subject matter of this proceeding. 66 Pa.C.S. § 701.

2. As the proponent of a rule or order, Complainant has the burden of proof in this matter. 66 Pa.C.S. § 332(a).

3. To establish a sufficient case and satisfy the burden of proof, the Complainant must show that Respondent is responsible or accountable for the problem described in the Complaint by a preponderance of the evidence. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990); *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990).

4. The offense must also be a violation of the Public Utility Code, a Commission regulation or order or a Commission-approved tariff. 66 Pa.C.S. § 701.

5. A preponderance of the evidence is evidence more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).

6. If a complainant establishes a *prima facie* case, the burden of going forward with the evidence shifts to the utility. If a utility does not rebut that evidence, the complainant will prevail. If the utility rebuts complainant's evidence, the burden of going forward with the evidence shifts back to complainant, who must rebut the utility's evidence with some additional evidence. The burden of going forward with the evidence may shift from one party to another, but the burden of proof never shifts; it always remains on a complainant. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

7. Any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. 2 Pa.C.S. § 704.

8. It is well accepted that a tariff is a set of operating rules imposed by the Commission that each public utility must follow in order to provide service to its customers. *PPL Elec. Utilities Corp. v. Pa. Pub. Util. Comm'n*, 912 A.2d. 386 (Pa. Cmwlth. 2006).

9. Public utility tariffs must be applied consistent with their language. Public utility tariffs have the force and effect of law and are binding on the public utility and its customers. *Pa. Electric Co. v. Pa. Pub. Util. Comm'n*, 663 A.2d 281 (Pa. Cmwlth. 1995).

10. A utility 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. Pub. Util. Comm'n*, 912 A.2d. 386 (Pa. Cmwlth 2006).

11. When a utility tariff is plain on its face, the Commission need not and cannot look beyond the four corners of the tariff to determine its meaning. *PPL Elec. Utils. Corp. v. Pa. Pub. Util. Comm'n*, 912 A.2d. 386 (Pa. Cmwlth 2006).

12. The Commission is not empowered to grant tariff exceptions other than where the tariff provisions in question are in some way discriminatory on their face or in application. *PPL Elec. Utils. Corp. v. Pa. Pub. Util. Comm'n*, 912 A.2d. 386 (Pa. Cmwlth 2006); *See also* 66 Pa.C.S. § 1304.

13. It is well-established under Pennsylvania law that the enforcement powers of the Commission do not include the power to award money damages. *Elkin v. Bell Tel. Co. of Pa.*, 420 A.2d 371 (Pa. 1980); *Feingold v. Bell of Pa.*, 383 A.2d 791 (Pa. 1978).

