

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

JOSEPH V. DeLUCA :
Complainant :
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vs. : Docket No. C-2026-3060630
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PENNSYLVANIA AMERICAN WATER :
COMPANY, :
Respondent :

**REPLY TO NEW MATTER OF RESPONDENT,
PENNSYLVANIA-AMERICAN WATER COMPANY**

Complainant, Joseph V. DeLuca, by and through undersigned counsel, files this Reply to the New Matter set forth in Respondent Pennsylvania-American Water Company's ("PAWC") Answer and New Matter, and in response thereto avers as follows:

1. Paragraph 1 of New Matter incorporates the allegations contained in Respondent's Answer. No response is required to the extent Paragraph 1 merely purports to incorporate prior allegations. To the extent a response is deemed required, Complainant denies any allegation in the Answer or New Matter that is inconsistent with the Formal Complaint, the attachment thereto, or this Reply.

2. Paragraph 2 of New Matter states a conclusion of law to which no response is required. To the extent a response is deemed required, the allegations are denied. Complainant avers that the Formal Complaint seeks remedial relief concerning continuing and later-manifesting structural damage and an allegedly inadequate repair response, not the recovery of penalties or forfeitures.

3. Paragraph 3 of New Matter is admitted in part and denied in part. It is admitted that the Formal Complaint seeks relief related to a water main break near the Service Address on or about April 27, 2022. It is denied that the requested relief is limited solely to acts occurring on that date. The Formal Complaint and the attachment thereto further allege that, following the break, PAWC replaced the lower wall/steps/landing, but the upper retaining wall and parking lot were not restored and instead were the subject of only limited patch repairs. Complainant further avers that, in the course of the repair work undertaken on the property, PAWC and/or persons acting on its behalf and/or at its direction were in a position to observe, excavate, remove, and assess displaced fill and other subsurface material associated with the break, but did not share the amount, source, or significance of that material with Complainant. Complainant further avers that a person on site acting on behalf of and/or at the direction of PAWC in connection with the repair work represented that additional repairs were not necessary. Complainant further avers that the later-manifesting conditions described in the Formal Complaint were first appreciably observed on or about late 2025 and continuing into early 2026, including sinking/depression in the parking lot along an alignment consistent with the path from the break toward the retaining wall, failure of the prior patch at the corner of the upper wall, leaning and separation of the upper wall from the blacktop, and additional settlement affecting completed repairs.

4. Paragraph 4 of New Matter states a conclusion of law to which no response is required. To the extent a response is deemed required, Complainant denies that 66 Pa.C.S. § 3314 bars the instant Formal Complaint. Even if § 3314 is considered applicable, the Formal Complaint seeks relief for continuing and later-manifesting damage whose nature and causal connection were not reasonably apparent at the time of the April 27, 2022 event. Complainant further avers that, by its text, § 3314 addresses actions for the recovery of penalties or forfeitures and prosecutions,

whereas the instant complaint was filed under 66 Pa.C.S. § 701 and seeks remedial relief, including investigation, remediation, and/or reimbursement of remediation costs attributable to the main break.

5. Paragraph 5 of New Matter states a conclusion of law to which no response is required. To the extent a response is deemed required, the allegations are denied. Complainant specifically denies that the Commission is precluded from considering the continuing and later-manifesting damage, the limited and allegedly inadequate repair response, or the remedial relief requested in the Formal Complaint. Complainant further avers that such later-manifesting damage was not reasonably apparent at the time of the April 27, 2022 event and was first appreciably observed on or about late 2025 and continuing into early 2026, after PAWC had undertaken repairs on the property, limited the repair scope, and failed to disclose material information obtained during that work concerning displaced fill and related subsurface conditions.

WHEREFORE, Complainant respectfully requests that the Commission deny the New Matter asserted by Respondent and grant such other and further relief as may be just and proper.

Respectfully submitted,

Date: 4/30/2026

A handwritten signature in blue ink, appearing to read 'Vito J. DeLuca', is written over a horizontal line.

Vito J. DeLuca, Esquire
Attorney for Complainant
ID# 68932
32 Fawn Lane
Nuangola, PA 18707
(570)288-8000
vjd@delucalawoffices.com

CERTIFICATE OF SERVICE

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

VIA First Class Mail:

Nicholas A. Stobbe, Esq.
Michael A. Gruin, Esq.
STEVENS & LEE
17 N. 2nd Street, 16th Floor
Harrisburg, PA 17101

VIA EMAIL:

Nicholas A. Stobbe, Esq.
nicholas.stobbe@stevenslee.com
Michael A. Gruin, Esq.
mag@stevenslee.com

Date: 4/30/2026




Vito J. DeLuca, Esquire
Attorney for Complainant
ID# 68932
32 Fawn Lane
Nuangola, PA 18707
(570)288-8000
vjd@delucalawoffices.com

VERIFICATION

I, Joseph V. DeLuca, verify that the facts set forth in the foregoing Reply to New Matter are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities.

Date: 4/30/2026


Joseph V. DeLuca