

Stevens & Lee

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

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

May 13, 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 to Exceptions in the above-referenced. 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
Office of Special Assistants (via email)

**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	:	

**PENNSYLVANIA-AMERICAN WATER COMPANY’S
REPLY TO EXCEPTIONS**

Pursuant to 52 Pa Code § 5.535, Pennsylvania-American Water Company (“PAWC” or “Company”), hereby files its Reply to the Exceptions filed by the Complainant Ryan Flynn o/b/o Liquid Management (“Complainant” or “Mr. Flynn”) to the Initial Decision (“I.D.”) issued by Administrative Law Judge Alphonso Arnold III (“ALJ Arnold”) in this matter. As set forth below, the Complainant’s Exceptions should be denied, and the Commission should uphold the I.D. The Complainant’s Exceptions provide no factual or legal basis to overturn any of the I.D.’s Findings of Fact or Conclusions of Law, and do not provide any justification for altering the I.D.’s recommended determination that the Complainant did not satisfy the burden of proving that PAWC improperly billed him.

I. Background and Procedural History

On February 16, 2024, Mr. Flynn filed a Formal Complaint against PAWC. The Complaint was served on PAWC on March 12, 2024. On April 1, 2024, PAWC filed an Answer to the Complaint, admitting or denying the allegations of the Complaint. On

February 5, 2025, a Hearing Notice was issued scheduling this matter for an evidentiary hearing on April 3, 2025. On March 31, 2025, a Hearing Cancellation Notice was issued cancelling the April 3, 2025 hearing.

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

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

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

The Telephonic Evidentiary Hearing was held on November 5, 2025. At the hearing both parties admitted their testimony and exhibits into the record and conducted cross-examination. ALJ Arnold also admitted the parties' pleadings into the record.

On December 26, 2025, both parties filed their Main Briefs. On January 12, 2026, PAWC filed its Reply Brief.

On April 15, 2026 the I.D. was issued. The I.D. included thirty-one (31) Findings of Fact and fourteen (14) Conclusions of Law, and ultimately determined that Complainant did not meet his burden of proving that PAWC billed him incorrectly or that

PAWC should reimburse the Complainant for the equipment and improvements that he installed at his mobile home park in order to connect to the public sewer system.

The Complainant filed Exceptions to the Initial Decision on May 1, 2026.

II. Replies to Exceptions

The Complainant's Exceptions provide no basis whatsoever for rejecting the Initial Decision's thorough and well-supported Findings of Fact or Conclusions of Law. Notably, the Exceptions do not indicate any disagreement with any of those Findings of Fact or Conclusions of Law. Instead, the Exceptions simply argue for an interpretation of PAWC's tariff that is completely illogical and directly contrary to the plain language of the tariff, as addressed in more detail below.

Reply to Exception No. 1 – ALJ Arnold correctly determined that PAWC was complying with its tariff when it billed the Complainant metered rates during periods when his wastewater meter was recording sewage flows.

The Complainant's Exception No. 1 challenges the I.D.'s determination that PAWC properly billed the Complainant for wastewater service as a metered customer during periods when a wastewater meter was installed at the Meadowbrook Mobile Home Park ("Park") to capture wastewater flows.¹ In making his challenge, the Complainant argues for a proposed interpretation of PAWC's wastewater tariff that contradicts the plain language of the tariff and would add a "carve-out" and a third category of customer that simply does not exist under the plain language of the tariff.

PAWC's Commission-approved wastewater tariff (PA P.U.C. No. 16) establishes the rates and the billing processes for PAWC's wastewater service in Pennsylvania.² A

¹ See I.D., at p. 19

² PAWC Statement No. 1-R, at p. 3.

full copy of PAWC's current wastewater tariff was entered into the record as **Exhibit AE-1**. The Schedule of Rates applicable to Mr. Flynn (Rate Zone 1) is reflected on pages 11.1 and 11.2 of the Tariff.³ That section of the tariff provides for two categories of rates: metered rates and unmetered rates. Rates for metered service are referred to as "Metered Charges" and rates for unmetered service are referred to as "Unmetered Charges."⁴ According to the tariff, Metered Charges apply to "All metered customers" and are based on "Water Usage or Sewage Flows, determined at PAWC's discretion".⁵ Charges for Unmetered service are outlined in a separate section, and are based on a flat rate per Equivalent Dwelling Unit ("EDU").⁶ During the periods at issue in this case, Mr. Flynn's property had a wastewater meter installed to measure sewage flows at the property, so he was billed a metered rate based on the readings from the wastewater meter.

Despite the fact that PAWC's tariff clearly only has two categories of charges (i.e. Metered and Unmetered), Mr. Flynn's Exceptions include the novel argument that the tariff "contemplates" a third category of customer that qualifies for Unmetered charges even if they have a wastewater meter installed. According to Mr. Flynn, this category is created by a carve-out that does not actually exist, but is somehow implied. Under Mr. Flynn's interpretation, the "Metered Charges" section of PAWC's tariff should be interpreted as only applying to a limited class of customers who have meters installed to measure *both* water consumption and sewage flows, even though the tariff contains no such language.

³ See PAWC Statement No. 1-R, at p. 4.

⁴ PAWC Statement No. 1-R, at p. 4 and Exhibit AE-1.

⁵ Id. (Emphasis added).

⁶ Id.

ALJ Arnold correctly rejected Mr. Flynn’s interpretation, and Mr. Flynn has provided no basis to overturn the ALJ’s decision. As explained at length by PAWC in its testimony, PAWC’s tariff contains 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 wastewater tariff states that metered wastewater charges apply to **all** metered customers, and 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, and requires a rejection of Mr. Flynn’s interpretation.

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 to measure their sewage flows. 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.

Mr. Flynn’s Exceptions allege that the Initial Decision “offers no explanation for why the tariff’s definition of “Unmetered Charges” references “customers not metered

for water consumption”, if only customers with no meter may receive unmetered charges. This is simply false. ALJ Arnold directly addressed this issue on pages 18 and 19 of the I.D, wherein he referenced the testimony of PAWC’s witness Ashley Everette. Mr. Flynn’s argument is fixated on a few words in the “Unmetered Charges” section of the tariff, but completely ignores the language of the “Metered Charges” section. Ms. Everette explained that the Metered Charges section of the tariff clearly states that PAWC can base metered wastewater charges on either water usage or sewage flows, and 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. Only if a customer has neither a wastewater meter nor a water meter would the customer then be considered an unmetered customer. See PAWC Statement 1-R, at pp. 6-7. Ms. Everette also explained that PAWC’s 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. Mr. Flynn is requesting an interpretation that has never been applied before, that is clearly contrary to the intent of the tariff, and which requires the “Metered Charges” section of the tariff to be ignored entirely. As PAWC’s 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.

Mr. Flynn argues that it may be rational and reasonable for PAWC to use flat rate

charges for wastewater, even if a wastewater meter exists at the property. See Exceptions, at p. 4. This is a generalized policy argument that is not based on any supporting testimony or evidence in the record. To the contrary, PAWC's witness explained that it is important for a meter to be installed at Meadowbrook so that PAWC can monitor and limit the Park's inflow and infiltration ("I&I") pursuant to Pennsylvania Department of Environmental Protection ("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.⁷ Regardless, this policy argument regarding whether flat rate billing "should" be imposed for wastewater service is not actually relevant to the sole question before the Commission, which is whether PAWC billed Mr. Flynn in accordance with its existing Commission-approved tariff. As Ms. Everette testified at length and as ALJ Arnold correctly found, PAWC's billings were completely consistent with its tariff, and PAWC clearly was correct to bill Mr. Flynn metered charges during the periods when a wastewater meter was installed at his property to measure the sewage flows.

As the Complainant in this case, Mr. Flynn 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 ALJ correctly determined that Mr. Flynn had not met this burden. The novel interpretation that Mr. Flynn is proposing would require customers who clearly have a meter in place, as defined by the tariff, to be

⁷ See PAWC Exhibit JM-1, Act 537 Plan, at pp. 6-16.

treated as unmetered customers. This proposed interpretation is meritless and unreasonable, as it would require that the entire section of the tariff related to “Metered Charges” to be disregarded. Mr. Flynn’s proposed interpretation violates the principles of tariff interpretation which require that a tariff, like a statute, must be construed so as to give effect to all of its terms, and when the words are clear and free from ambiguity, they are not to be disregarded under the pretext of pursuing its spirit.⁸ For these reasons, Mr. Flynn’s Exception No. 1 should be denied.

Reply to Exception No. 2 – The Complainant submitted no evidence that PAWC’s metered billings were incorrect, or that PAWC knew or should have known his meter was unreliable.

Mr. Flynn’s Exceptions contain a new argument that was never raised previously in the case, which is that PAWC’s past metered billings to Mr. Flynn should be invalidated because PAWC allegedly “knew or should have known” that Mr. Flynn’s meter readings were false or unreliable. Contrary to the new assertions in Mr. Flynn’s second Exception, there is absolutely no evidence in the record whatsoever that this meter “malfunctioned” at some point in time, or that the meter readings were “unreliable”.

The record in the case confirms that meter readings at the Meadowbrook Mobile Home Park were affected by an isolated issue with the Park’s check valve in two discrete billing periods (the periods ending June 3, 2020 and June 3 2020).⁹ The record also indicates that PAWC already issued billing adjustments for those periods in the amount of \$25,901.86.¹⁰ There is no other evidence in the record of any other bills being affected by a faulty check valve or any other issue with Meadowbrook’s meter infrastructure. As

⁸ *PPL Elec. Utils. Corp. v. Pa. PUC*, 912 A.2d 386, 403 (Pa. Cmwlth. 2006)

⁹ See PAWC Statement No. 2-R, at 9

PAWC's witness explained, Meadowbrook installed the meter vault, pump station, and force main on Meadowbrook's property to carry the wastewater to PAWC's wastewater main, not PAWC. PAWC Statement 2-R, at p. 6, lines 20-25. The temporary backflow issue in June of 2020 that had nothing to do with PAWC, and was solely the result of a malfunctioning check valve on Meadowbrook's force main, which is Meadowbrook's responsibility, not PAWC's. PAWC already issued a billing adjustment for that period as a courtesy, and there is no other evidence of any issues regarding the accuracy of the meter readings anywhere in the record.

III. Conclusion

For the reasons set forth above, the Commission should reject the Complainant's Exceptions, adopt the Initial Decision of ALJ Arnold in full, and dismiss the Complaint.

Respectfully submitted,
STEVENS & LEE



Michael A. Gruin, (I.D. No. 78625)
17 N. 2nd St., 16th Floor
Harrisburg, PA 17101
Tel. (717) 255-7365
Michael.gruin@stevenslee.com
*COUNSEL FOR PENNSYLVANIA
AMERICAN WATER COMPANY*

Dated: May 13, 2026

¹⁰ Id.

**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 Reply to Exceptions upon the party listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

VIA ELECTRONIC MAIL

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

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



Michael Guin

DATED: May 13, 2026