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**BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**

RYAN FLYNN o/b/o	:	
LIQUID MANAGEMENT	:	Docket No. C-2024-3047272
	:	
Complainant	:	
v.	:	
	:	
PENNSYLVANIA-AMERICAN	:	
WATER COMPANY	:	
	:	
Respondent	:	

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

AND NOW, comes the Complainant, Ryan Flynn o/b/o Liquid Management, by and through his undersigned counsel, and submits the following Reply to the “Reply to Exceptions” submitted by Pennsylvania-American Water Company (“PAWC”).

PAWC’s Reply is not a serious effort to defend the Initial Decision on the merits. Instead, it is an exercise in misdirection. PAWC’s Reply repeatedly declares the language of the Tariff “plain” while refusing to confront the Tariff language that defeats PAWC’s position, and it baldly asserts there is “absolutely no evidence” of unreliable meter readings while the record contains PAWC’s own admission that abnormal readings occurred and required a substantial billing

adjustment.

The Commission should give PAWC's Reply the weight it deserves—*none*—and sustain the Exceptions.

#### **I. REPLY TO PAWC REGARDING EXCEPTION NO. 1**

PAWC's "plain language" argument collapses under the Tariff's actual text. PAWC insists the Tariff is clear and creates only two categories of customers - customers who have any type of meter in place and customers without any meter in place - and that the Complainant's interpretation of the Tariff is "illogical," "novel," and "meritless." That rhetoric is a substitute for analysis. The problem is straightforward: the Tariff provisions PAWC relies on do not exist in a vacuum. The Tariff defines metered charges as based on water usage or sewage flows at PAWC's discretion, and states that Metered Charges apply to "all metered customers." But the Tariff also defines "Unmetered Charges" by reference to "customers not metered for water consumption."

PAWC's Reply never explains - *because it cannot* - why the Tariff expressly singles out customers "not metered for water consumption" if the only customers eligible for unmetered charges are those with no meter of any kind. Rather, PAWC's reading is not "plain language"—it is an impermissible deletion of operative words. PAWC's response repeats the phrase "all metered customers" and points to the disjunctive "or."<sup>1</sup> But repetition does not resolve the textual conflict. PAWC's interpretation only works if the Commission agrees to pretend the words "customers not metered for water consumption" are meaningless surplusage. That is not interpretation; it is revision.

The Complainant's Exceptions correctly explain that the Tariff's definitions, on their face,

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<sup>1</sup> PAWC Reply at pp. 4-5.

place wastewater-only metered customers into both buckets, and therefore the provisions must be reconciled in a manner that gives effect to all words. PAWC's Reply does the opposite: it demands that the Commission strike the "not metered for water consumption" language from the Tariff by interpretation, because that language is inconvenient to PAWC's billing position.

PAWC accuses the Complainant of reading the Unmetered Charges definition "in complete isolation."<sup>2</sup> That accusation is projection. The Complainant's interpretation is the only interpretation that gives effect to both the metered-charges provision and the unmetered definition's express reference to customers without water-consumption metering. By contrast, PAWC insists the Commission should elevate a generalized "two categories only" narrative over the Tariff's actual words.

Unable to grapple with the actual language of the Tariff, PAWC pivots to claimed historical practices and witness testimony about how PAWC has "always applied" the language.<sup>3</sup> But internal practice does not trump the language of the Tariff. Tariffs have the force and effect of law and bind the utility as written. If the Tariff language is ambiguous or internally inconsistent, the remedy is not for the utility to announce that its preferred practice controls; the remedy is for the Commission to construe and enforce the Tariff in a manner that gives meaning to all provisions.

## **II. REPLY TO PAWC REGARDING EXCEPTION NO. 2**

PAWC claims that Complainant's second exception advances a new argument and that there is "absolutely no evidence in the record whatsoever" that the meter malfunctioned or produced unreliable readings.<sup>4</sup> That statement is false on its face. Complainant alleged and

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<sup>2</sup> PAWC Reply at p. 5.

<sup>3</sup> PAWC Reply at p. 6.

<sup>4</sup> PAWC Reply at p. 8.

testified that he had been subject to charges based on flawed meter readings was raised in the Amended Complaint<sup>5</sup>, Direct Witness Testimony<sup>6</sup>, during the hearing<sup>7</sup>, and in Complainant’s closing brief. The Complainant’s Exceptions quote PAWC’s witness testimony admitting that, during billing periods ending June 3, 2020 and June 30, 2020, “very high wastewater meter readings” were obtained; that, upon investigation, a check valve was not functioning properly; that this “likely caused the meter readings to be high”; and that PAWC issued a “courtesy” billing adjustment of \$25,901.86.<sup>8</sup> That is evidence *and it is PAWC’s evidence*.

PAWC attempts to neutralize the admission by labeling the adjustment a “courtesy” and asserting it had “no obligation” to make it. That is a rhetorical dodge, not a legal defense. The adjustment exists for one reason: PAWC recognized that the metered readings were distorted and could not fairly support billing as issued. PAWC cannot simultaneously (i) concede abnormal readings and issue a five-figure correction, and (ii) tell the Commission with a straight face there is “absolutely no evidence” of unreliability.

PAWC argues the record reflects only an “isolated” issue in two billing periods and “no other evidence” of inaccuracy.<sup>9</sup> Even if that were accepted, it does not answer Exception No. 2. The issue is not how many times distortion occurred; the issue is whether PAWC billed on meter readings it knew—or had reason to know—were unreliable, and whether the Initial Decision erred by failing to address that record evidence and the billing implications under the Tariff framework the ALJ adopted.

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5 Amended Complaint, pp. 4-5.

6 Direct Written Testimony of Ryan Flynn, pp. 3-4.

7 Hearing Transcript, p. 46.

8 Complainant’s Exceptions, pp. 5-6.

9 PAWC Reply, p. 8.

PAWC's, "you own the equipment" argument is a red herring. PAWC leans heavily on the assertion that the check valves, pump, and meter were on Meadowbrook's side of the connection and therefore Meadowbrook's responsibility. That point is irrelevant to the question before the Commission. Maintenance responsibility does not grant PAWC a license to bill customers on measurements it knows are distorted. The Commission's concern is whether the utility billed consistent with its Tariff and with reasonable billing practices, and not whether a customer owns physical components of the meter assembly.

The Complainant's second exception correctly states that the Initial Decision did not address the uncontroverted evidence and claims regarding unreliable readings and the implications for metered billing. PAWC's Reply does not cure that deficiency.

WHEREFORE, the Commission should reject PAWC's Reply, sustain the Exceptions of Ryan Flynn, reverse the Initial Decision, and grant appropriate relief consistent with the Commission's authority.

Respectfully submitted,

**ATENCIO HALL, PLLC**

Date: May 21, 2026

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Respectfully submitted,

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