

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120**

Public Meeting held April 20, 2023

Commissioners Present:

Gladys Brown Dutrieuille, Chairman
Stephen M. DeFrank, Vice Chairman
Ralph V. Yanora
Kathryn L. Zerfuss
John F. Coleman, Jr.

Tirlochan S. Walia

F-2022-3032572

v.

The Pittsburgh Water and Sewer Authority

OPINION AND ORDER

BY THE COMMISSION:

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions of Tirlochan S. Walia (Complainant or Mr. Walia), filed on January 19, 2023, to the Initial Decision (I.D.) of Administrative Law Judge (ALJ) Conrad A. Johnson, issued on January 5, 2023. The Pittsburgh Water and Sewer Authority (PWSA or Authority) filed Replies to Exceptions on February 13, 2023. For the reasons stated below, we shall: (1) grant, in part, and deny, in part, the Complainant's Exceptions; (2) modify the Initial Decision; (3) reopen the

record; and (4) remand this proceeding to the Office of Administrative Law Judge (OALJ) for further hearings as deemed necessary, consistent with this Opinion and Order.

I. History of Proceeding

On May 9, 2022, Mr. Walia filed a Formal Complaint (Complaint) with the Commission against PWSA.¹ The Complaint alleges there is an inequity in two of PWSA's billing practices, specifically: (1) its billing in blocks of 1,000-gallon increments for water consumption; and (2) billing periods that vary from 26-35 days. Complaint ¶ 4. The Complainant contends that the billing practice is unreasonable, leading to inequitable results.

For relief, the Complainant asks the Commission to order PWSA to do the following:

- (1) Bill by gallons and maintain a constant calendar date billing period.
- (2) If for some reasons, not apparent, it is not feasible; then at least standard concept of rounding off should be used, whereby up to 1,499 gallons will be billed as one thousand gallons, anything between 1,500-2,499 gallons will be billed as two thousand gallons, and so on.

Complaint ¶ 5.

¹ The Complaint seeks timely review of the Commission's Bureau of Consumer Services' (BCS) decision entered on April 1, 2022, at BCS No. 3823111, which found that the Complainant's billings were based upon actual meter readings and in accordance with the definitions for a billing month.

PWSA filed an Answer² and Preliminary Objections on June 10, 2022.

PWSA averred in pertinent part as follows:

PWSA’s Billing Practices

- (a) It is admitted that PWSA’s bills are based on 1,000-gallon increments of water consumption. By way of further response, this billing practice is consistent with PWSA’s Commission-approved tariff. PWSA is required by the Public Utility Code to follow its tariff, which the appellate courts have described as having the force of law and being binding on both the utility and its customer.

- (b) It is admitted that PWSA’s billing period is not a constant number of days each month and that it can vary from 26 to 35 days. By way of further response, this practice is consistent with the Commission’s regulations. Section 56.2 of the regulations defines a billing month as being a period “of not less than 26 days and not more than 35 days,” except under specified circumstances that permit public utilities to bill for less than 26 or more than 35 days. Nothing in that provision requires a public utility to maintain a billing period with a constant number of days each billing month.

Answer ¶¶ 4a and 4b. (Footnotes omitted).

PWSA argues that the Complainant fails to allege a violation by PWSA of its tariff or a violation by PWSA of the Public Utility Code (Code), a Commission

² PWSA’s Answer is captioned “THE PITTSBURGH WATER AND SEWER AUTHORITY’S ANSWER AND NEW MATTER TO FORMAL COMPLAINT.” However, the filing does not contain a separate section titled New Matter, nor is there a Notice to Plead to New Matter. Thus, for clarity the filing is referred to as an Answer.

Regulation, or a Commission order. For relief, PWSA requests that the Complaint be dismissed. Answer at 5-6.

In its Preliminary Objections, PWSA argued, in part, that the Complaint was legally insufficient and there was no need for a hearing as there was no violation of the Code, Commission Regulations or Orders for the following reasons:

- * * *
10. The material factual averments in the Complaint are that PWSA bills for water consumption in 1,000-gallon increments and that the Authority's billing period varies from 26 to 35 days. In the Complainant's opinion, which the Commission is not required to accept as true for purposes of preliminary objections, [footnote omitted] PWSA should either bill for consumption based upon each gallon used or implement a rounding method for billing. It is further the Complainant's opinion that PWSA should maintain a constant billing period each month.

* * *

 12. PWSA's Commission-approved water tariff provides for the Authority to bill in 1,000-gallon increments. . . . Section 1303 of the Public Utility Code requires public utilities to adhere to their tariffs. Further, the appellate courts in Pennsylvania have long and consistently held that tariffs have the force of law and are binding on both the utility and its customer. Therefore, it is not within PWSA's power to change its billing period that is set forth in a Commission-approved tariff.
 13. The Commission's regulations define a billing month as being 26 to 35 days. Although the regulations permit variations from the 26- and 35-day billing periods, for specific reasons set forth therein, they do not require public utilities to maintain a constant number of days each billing month. Thus, a variation in the billing period of 26 to 35 days, for whatever

reason, is consistent with the Commission's regulations.

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Preliminary Objections ¶¶ 10-13. (Footnotes omitted).

PWSA's Preliminary Objections contained a Notice to Plead. However, the Complainant did not file a response to the Preliminary Objections.³

On August 3, 2022, the ALJ issued a *First Interim Order Granting In Part And Denying In Part Respondent's Preliminary Objections And Denying Respondent's Request To Dismiss Complaint (First Interim Order)* in which he: (1) granted PWSA's Preliminary Objections to the extent that the Commission's Regulations authorize billing periods varying between 26 and 35 days (I.D. at 4);⁴ and (2) denied the Preliminary Objections regarding PWSA's tariff pertaining to billing in increments or blocks of 1,000 gallons of consumption on the basis that a utility's Commission approved tariff is *prima facie* reasonable. However, the ALJ concluded that a complainant may later challenge the tariff by establishing that the facts and circumstances have changed so drastically as to render the application of the tariff provision unreasonable. *Brockway Glass Co. v. Pa. PUC*, 437 A.2d 1067 (Pa. Cmwlth. 1981) (*Brockway*); see *First Interim Order* at 6.

On September 14, 2022, the telephone hearing convened as scheduled. The Complainant appeared, self-represented, and testified on his own behalf. The

³ An answer to a preliminary objection may be filed within 10 days of date of service. 52 Pa. Code § 5.101(f)(1).

⁴ Under the Code, a billing month is defined as a period of not less than 26 days and not more than 35 days, except in certain circumstances, which do not apply to the Complaint. See 52 Pa. Code § 56.2. The ALJ found that PWSA's billing periods do not constitute a violation of the Code, the Commission's Regulations, or a Commission Order.

Complainant did not offer any exhibits. PWSA was represented by Sarah C. Stoner, Esquire, who called one witness, PWSA's Director of Consumer Services, Julie Mechling. PWSA's witness sponsored pre-marked Exhibits 1 through 8, which were admitted into the record. The evidentiary hearing generated a 64-page transcript, which was filed with the Commission's Secretary's Bureau on October 7, 2022.

The record was closed by an interim order on October 11, 2022.

In the Initial Decision issued on January 5, 2023, ALJ Johnson denied and dismissed the Complaint because the Complainant did not meet his burden of establishing that PWSA's Commission-approved billing tariff was no longer reasonable or that the application of the existing billing tariff was applied unreasonably. I.D. at 1, 12-13.

As noted, *supra*, the Complainant filed Exceptions⁵ on January 19, 2023. PWSA filed Replies to Exceptions on February 13, 2023.

⁵ We acknowledge that the format of the Complainant's Exceptions does not strictly comply with Section 5.533(b) of our Regulations, 52 Pa. Code § 5.533(b), which requires that exceptions be numbered, identify the findings of fact and conclusions of law to which exception is taken, cite to the relevant pages of the Initial Decision, and provide supporting reasons for each Exception. Nevertheless, we retain discretion to liberally construe our procedural rules to secure a just and speedy resolution of a proceeding. Particularly where, as here, the Complainant is appearing *pro se*, and doing so will not affect the substantive rights of the parties, we will treat the Exceptions as having been properly constructed and filed. See, 52 Pa. Code § 1.2(d). We will treat the Complainant's letter received on January 19, 2023 as Exceptions. We note that while the Complainant's Exceptions state "(this is not EXCEPTIONS to the Initial Decision of 1-5-23)," the Exceptions also state "It is my hope that in making the final disposition, due consideration will be given to the above mentioned."

II. Discussion

As a preliminary matter, we note that any argument or Exception that we do not specifically delineate shall be deemed to have been duly considered and denied without further discussion. The Commission is not required to consider expressly or at length each contention or argument raised by the parties. *Consolidated Rail Corp. v. Pa. PUC*, 625 A.2d 741 (Pa. Cmwlth. 1993); *see also, generally, University of Pennsylvania v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlth. 1984).

A. Legal Standards

1. Burden of Proof

Section 332(a) of the Code provides that a complainant, as the party seeking affirmative relief from the Commission, has the burden of proof. 66 Pa. C.S. § 332(a). To establish a legally sufficient case and satisfy the burden of proof, a complainant must show that the named utility is responsible or accountable for the problem described in the complaint. *Patterson v. The Bell Telephone Company of Pennsylvania*, 72 Pa. P.U.C. 196 (1990). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. denied*, 529 Pa. 654, 602 A.2d 863 (1992). That is, a complainant's evidence must be more convincing, by even the smallest amount, than that presented by the respondent utility. *Se-Ling Hosiery, Inc. v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950). Additionally, this Commission's decision must be supported by substantial evidence in the record. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & Western Ry. Co. v. Pa. PUC*, 489 Pa. 109, 413 A.2d 1037 (1980).

Upon the presentation by a complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence to rebut the evidence of the complainant shifts to the respondent utility. If the evidence presented by the respondent utility is of co-equal value or “weight,” the burden of proof has not been satisfied. The complainant now has to provide some additional evidence to rebut that of the respondent. *Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff’d*, 501 Pa. 433, 461 A.2d 1234 (1983).

While the burden of production may shift back and forth during a proceeding, the burden of proof never shifts. The burden of proof always remains on the party seeking affirmative relief from the Commission. *Milkie v. Pa. PUC*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

2. Just and Reasonable Rates

Section 1301 of the Code requires that a public utility’s rates must be just and reasonable. Section 1301 of the Code provides, in pertinent part, as follows:

§ 1301. Rates to be just and reasonable.

- (a) **Regulation.**--Every rate made, demanded, or received by any public utility, or by any two or more public utilities jointly, shall be just and reasonable, and in conformity with regulations or orders of the commission.

66 Pa. C.S. § 1301.

3. Tariffs

A public utility's Commission-approved tariff is *prima facie* reasonable, has the full force of law, and is binding on the utility and the customer. 66 Pa. C.S. § 316; *Kossman v. Pa. PUC*, 694 A.2d 1147 (Pa. Cmwlth. 1997); *Stiteler v. Bell Tel. Co. of Pa.*, 379 a.2d 339 (Pa. Cmwlth. 1977). Where a complaint involves an existing Commission-approved tariff, the burden falls upon the customer to prove that the charge or rule is no longer reasonable or the application of the existing tariff at issue is applied unreasonably. I.D. at 9 (citing *Brockway*).

B. ALJ's Initial Decision

In his Initial Decision, ALJ Johnson made eight Findings of Fact and reached five Conclusions of Law. I.D. at 5-7 and 12-13. The Findings of Fact and Conclusions of Law are incorporated herein by reference and are adopted without comment unless they are either expressly or by necessary implication rejected or modified by this Opinion and Order.

The ALJ dismissed the Complaint, finding that the Complainant failed to carry his burden of proving that PWSA's Commission-approved billing tariff was no longer reasonable or that the application of the existing billing tariff was applied unreasonably. I.D. at 1. The ALJ further concluded that the Complainant's claim that PWSA's practice of billing in increments of 1000-gallons is unreasonable must be dismissed. I.D. at 12-13.

C. Exceptions and Replies

1. Complainant's Exception No. 1 and Replies

In his Exception No. 1, the Complainant contends that PWSA's billing methodology: (a) is inconsistent with basic accounting principles; (b) should be based on usage in gallons; and (c) should be changed so that the minimum charge reflects only fixed cost. Exc. at 1.

In its Replies to the Complainant's Exception No. 1, PWSA avers that it has demonstrated that its billing practices are consistent with its Commission-approved tariff. PWSA provides that the Initial Decision correctly finds that:

PWSA bills a residential customer, such as Complainant, a monthly minimum water and wastewater conveyance charge whether or not the customer uses a full 1,000 gallons of water;

In addition to the monthly minimum water and wastewater conveyance charge, PWSA bills residential customers in increments of 1,000 gallons of water for any monthly consumption that is in excess of 1,000 gallons of water; and instances during a billing period in which a customer consumes a partial 1,000- gallon increment of water, the customer's partial consumption is carried over and added to the customer's consumption for the next billing cycle.

Replies at 3 (citing I.D. at 7; Tr. 39-40, 51).

PWSA notes that PWSA witness Julie Mechling testified that "PWSA's practice is reasonable and it's consistent with industry standards. Several other water utilities also bill their customers in Pennsylvania based on 1,000-gallon increments of water." Replies at 3 (citing Tr. at 41).

2. Complainant's Exception No. 2

The Complainant, in his Exception No. 2, provides that his electric utility measures current consumption and bills accordingly. Exc. at 1.

In its Replies to the Complainant's Exception No. 2, PWSA provides that the billing practices of the Complainant's electric utility are irrelevant to this proceeding. Replies at 4.

3. Complainant's Exception No. 3

In the Complainant's Exception No. 3, the Complainant discusses proposed Exhibits 1 and 2 that were not entered into the record. Proposed Exhibits 1 and 2 were attached to the Exceptions.

In its Replies to the Complainant's Exception No. 3, PWSA avers that the proposed exhibits were provided to PWSA via a letter dated August 22, 2022, but were not served on the ALJ or admitted into the record. Replies at 4 (citing Index to Exhibits from the September 14, 2022 Evidentiary Hearing, Tr. at 54). PWSA provides that the transcript from the evidentiary hearing reflects that the Complainant inquired whether PWSA's future bills will display charges in less than 1,000-gallon increments. PWSA notes that PWSA witness Mechling explained that PWSA does not display charges in less than 1,000 gallon increments (such as down to a gallon or tenth of a gallon) as PWSA's tariff specifies that it bills in 1,000 gallon increments. Replies at 4 (citing Tr. at 56-57).

D. Disposition

We will begin by addressing the Complainant's concerns in Exception No. 1 regarding PWSA's methodology of billing in 1,000-gallon increments. Mr. Walia

states in Exception No. 1 that “ [the] PWSA methodology of rolling over water usage from [the] current billing period to [the] next billing period appears to be inconsistent with the basic accounting tenet, namely: Cost/revenue is to be reckoned in the time period incurred/ generated...” PWSA’s practice of billing in 1,000-gallon increments has been found to be consistent with its Commission-approved tariff. PWSA has testified that PWSA carries over any gallon usage above the 1,000-gallon minimum but less than a full 1,000-gallon increment. PWSA averred that a customer who consumes 2,005 gallons in a billing cycle, would be billed for 2,000 gallons, including the 1,000-gallon minimum, and the additional five gallons would be carried over to the next billing cycle.⁶

PWSA’s tariff provides:

PART 1: SCHEDULE OF RATES AND CHARGES

Section A – Rates for Metered Service

1. **Minimum Charge***: Each customer will be assessed a service charge based upon the size of the customer’s meter as follows except that residential customers residing in newly constructed townhomes who are required to install a meter larger than 5/8” for fire protection and due to City ordinance requirements, may request assessment of the 5/8” minimum charge and usage allowance:

<u>Meter Size</u>	<u>Minimum Gallons</u>	<u>Per Month Rate (Effective January 12, 2022)</u>	<u>Per Month Rate (Effective January 1, 2023)</u>
5/8”	1,000	\$27.00	\$26.52

⁶ We note that this billing procedure of carrying over into the future month for amounts greater than a 1000-gallon increment is not found in the tariff and does not appear to be how Mr. Walia was billed.

2. Consumption Charge: In addition to the Minimum Charge, the following water consumption charges will apply for each 1,000 gallons above the Minimum Gallons for each meter size:

Customer Class	Consumption Charge Rate per 1000 Gals.	
	Effective January 12, 2022	Effective January 1, 2023
Residential	\$13.10	\$14.64

The rate under this schedule applies to all customers, except public fire protection and private fire protection customers, unless otherwise specifically identified in this tariff.

** Rate applies to City of Pittsburgh Municipal Accounts, but bills will be calculated based on a phase-in factor pursuant to 71 P.S. §§ 720.211 to 720.213.*

I.D. at 6-7 (citing Tr. at 22, 36, 38; Exhibit 3).

Mr. Walia testified that PWSA’s billing practice results in an unreasonable and inequitable outcome using an example of two hypothetical customers – Customers A and B. Mr. Walia stated that his hypothetical that Customer A uses 1000 gallons of water in each of two consecutive months and Customer B uses 999 gallons in one month and in the second month uses 1001 gallons. Mr. Walia testified that Customer A would pay the minimum charge for water for the two consecutive months. Mr. Walia stated that Customer B would be charged the minimum for the first month, but the 999 gallons of usage would be carried over into the second month so that Customer B would pay for 2,000 gallons of usage in the second month. Mr. Walia’s example does not appear to match the billing method that is found in the tariff and has not shown that PWSA’s billing practice found in the tariff is unreasonable or inequitable.

For example, using PWSA's Commission-approved tariff billing method, Mr. Walia would be incorrect in his calculation. The ALJ noted, there is nothing in the record that would indicate that PWSA rolls over the usage below the 1,000 gallon minimum to the next month. Customer B in this scenario would pay the minimum charge in the two consecutive months, the same amount as Customer A. Tr. at 24-25, I.D. at 12. Therefore, Mr. Walia's hypothetical, as stated, would not establish any violation of the approved billing method. However, upon examination of actual billing data supplied by PWSA in this proceeding, it appears Mr. Walia's bills may not reflect the application of the tariff-approved billing method of billing in 1,000-gallon increments.

Based upon examination of the billing data supplied by PWSA, we cannot agree with the ALJ that the Complainant has failed to carry his burden of proving PWSA's Commission-approved tariff is no longer reasonable or has been applied unreasonably. In order to conclude that the tariff is being applied reasonably, the facts of PWSA's billing method requires clarification as to why the Complainant's bills do not appear to match the tariff-approved billing method. PWSA testified that it was billing in accordance with its approved tariff. However, we cannot agree with PWSA's assertion based on Mr. Walia's bills. It appears as if Mr. Walia may not have been billed in accordance with the terms of the tariff.

For example, Mr. Walia's Complaint expressed concern with the February 2022 bill that included 2,000 gallons of consumption. The Complaint stated, "I was to[l]d on [the] phone that actual usage was 1,050 gallons – that means for 50 gallons I was billed for [an] additional 1,000 gallons." This may be where Mr. Walia's billing concerns originate. Mr. Walia's bill dated February 17, 2022 was for 2,000 gallons of usage. The February 17, 2022 bill stated that it was based on actual meter readings

although that data was not provided in the bill. The February 17, 2022 bill provided usage as follows:

Current: 5,000 2/14/2022 Actual
Previous 3,000 1/13/2022 Actual
Usage 2,000

PWSA Exh. 5, February 17, 2022 Bill at 2. It appears as if the February 17, 2022 bill for 2,000 gallons may be incorrect. Mr. Walia’s actual usage can be calculated using the meter readings in PWSA Exhibit 6 for the time period covered by the February 17, 2022 bill as follows:

Date	Time	Meter Reading in Gallons
2/14/2022	21:00	5036.2
1/13/2022	21:00	3999.9
Calculated Usage based on meter readings		1036.3

If the billing procedures in the tariff were used, Mr. Walia should have been billed only for the 1,000 gallon minimum. But Mr. Walia was billed for 2,000 gallons in the February 17, 2022 bill.

Similarly, Mr. Walia may have been incorrectly billed for 2,000 gallons of usage in his November 18, 2021 bill.

The bill stated:

Current: 2,000 11/15/2021 Actual
Previous 0 10/13/2021 Actual
Usage 2,000

PWSA Exh. 4, November 18, 2021 Bill at 2. PWSA Exhibit 6 provides meter readings for the time period covered by the November 18, 2021 bill as follows:

Date	Time	Meter Reading in Gallons
11/15/2021	21:00	2047.9
10/13/2021	22:00	749.3
Calculated Usage based on meter readings		1298.6

Mr. Walia’s usage was less than 2,000 gallons and, if billed in accordance with the tariff, should have been billed only for the 1,000-gallon minimum.

Based on a review of PWSA Exhibit 8 of actual meter readings, it is unclear as to why Mr. Walia was charged for 2,000 gallons of usage in the bills in PWSA Exhibits 4 and 5. Exhibit 8 provides meter readings with calculated usage data for Mr. Walia from September 24, 2021 through September 7, 2022. This time period includes both of the bills in Exhibit 4 and Exhibit 5 for which Mr. Walia was charged for using 2,000 gallons of water. Throughout the entire time period when meter data is available in the record, Mr. Walia’s actual usage from the meter reading data in Exhibit 8 was less than 1,500 gallons for each billing period. Even if usage above the 1,000-gallon minimum was rolled forward to the following month, usage would not reach 2,000 gallons. The data from Exhibit 8 is summarized below.

Table 1 Billed Usage v. Actual Usage from Meter Readings

Billing Date	Billed Usage Gallons	Meter Begin at 0:00 hours	Meter End at last reading of day typically 21:00 hours	Actual Usage Gallons
9/17/21	0	NA	NA	NA
10/18/21	0	NA	NA	NA
11/18/21	2000	729	2048	1319
12/16/21	0	2048	2939	891
1/19/22	1000	2939	3982	1043
2/17/22	2000	3982	5036	1054
3/17/22	0	5036	5868	832
4/20/22	1000	5868	6914	1046
5/18/22	1000	6964	7838	875
6/16/22	NA	7838	8729	890
7/18/22	NA	8729	9812	1084
8/16/22	NA	9816	10682	866
PWSA Exh. 7	Answer at 3-5.	PWSA Exh. 8	PWSA Exh. 8	Calculated

Additionally, our review of Mr. Walia’s billing data vs. actual monthly meter readings as shown in Table 1, indicates that it is unclear as to how Mr. Walia’s usage could potentially reach 2,000 gallons. PWSA provided in their Answer that “Per the plumbers notes, the individual onsite stated that the owner is the only person who lives in the unit, and he is often out of town.” Answer at 3.

Mr. Walia testified, and we confirmed, that on PWSA’s website, a sample residential bill has a water consumption charge that indicates billing is for every 1,000-gallon increment over the 1,000-gallon minimum. Tr. at 22-23. Further, PWSA’s witness, Ms. Mechling also testified that pursuant to PWSA’s Commission-approved tariff, billing is for every 1,000-gallon increment over the 1,000-gallon minimum. Tr. at 39-42. Mr. Walia’s bills do not seem to match this billing practice reflected in the sample bill on PWSA’s website.

While PWSA testified that it billed in accordance with its tariff, Mr. Walia's bills for November 18, 2021 and February 17, 2022 do not appear to have been calculated in accordance with PWSA's Commission-approved tariff.

Therefore, we will remand the case to the OALJ for PWSA to review the customer's account, providing a refund to the customer, if necessary. PWSA shall also review its billing procedures to assure that its tariff is being correctly applied to the billing procedures. Accordingly, the Complainant's Exception No. 1 is granted, in part, and denied, in part.

With regard to the Complainant's assertion that his electric utility bills uses current usage rather than PWSA's 1,000-gallon increment, we find this immaterial to the proceeding. PWSA's billing practice is not unusual. There are other water utilities that bill similarly. Therefore, the Complainant's Exception No. 2 is denied.

The Complainant's proposed Exhibit 1 and 2 attached to the Exceptions were not entered into the record. In Exception No. 3, Mr. Walia reiterates that actual gallons used is not currently on his bills which was reflected in Exhibit 1 and 2. Mr. Walia also brought up this issue at the evidentiary hearing. He requested that his future bills from PWSA reflect actual gallons used. PWSA explained that it does not display charges in less than 1,000 gallons because the tariff provides that billing will be in 1,000-gallon increments. Tr. at 56. PWSA provided that Mr. Walia could see his usage online. Tr. at 57. PWSA further explained that it would consider the future change to include actual usage if Mr. Walia would file a formal complaint at PWSA's next base rate case filing. Tr. at 58.

PWSA's practice of billing by 1,000-gallon increments has been found to be in compliance with its Commission-approved tariff. PWSA is not required to provide

actual usage on the bill, although this information would be helpful to the customer. Thus, the Complainant's Exception No. 3 is denied.

Based upon our review of the record, we conclude that there may be an issue with PWSA's billing practice in that it may differ from its Commission-approved tariff for this Complainant. The actual usage data supplied by PWSA for the Complainant does not appear to match how Mr. Walia was billed. Accordingly, we shall modify the Initial Decision; reopen the record; and remand this proceeding to the OALJ.

III. Conclusion

Based upon our review of the record and the applicable law, we shall: (1) grant in part, and deny, in part, the Exceptions of Mr. Walia; (2) modify the ALJ's Initial Decision; (3) reopen the record; and (4) remand this proceeding to the OALJ, consistent with this Opinion and Order; **THEREFORE,**

IT IS ORDERED:

1. That the Exceptions of Mr. Tirlochan S. Walia, filed on January 19, 2023, to the Initial Decision of Administrative Law Judge Conrad A. Johnson, issued on January 5, 2023, at this docket, are granted, in part, and denied, in part, consistent with this Opinion and Order.

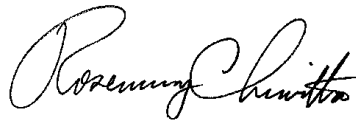
2. That the Initial Decision of Administrative Law Judge Conrad A. Johnson, issued on January 5, 2023, at this docket, is modified, consistent with this Opinion and Order.

3. That this proceeding at Docket No. F-2022-3032572 is remanded to the Office of Administrative Law Judge for clarification, and/or the receipt of additional evidence, as necessary, consistent with this Opinion and Order.

4. That at the conclusion of the remanded proceeding, the presiding Administrative Law Judge shall issue a subsequent Initial Decision, consistent with this Opinion and Order.

5. That the Parties may file Exceptions and Replies to Exceptions pertaining to the subsequent Initial Decision, consistent with the provisions of 52 Pa. Code §§ 5.533 and 5.535.

BY THE COMMISSION

A handwritten signature in cursive script, appearing to read "Rosemary Chiavetta".

Rosemary Chiavetta
Secretary

(SEAL)

ORDER ADOPTED: April 20, 2023

ORDER ENTERED: April 20, 2023