

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Gregory Merritt	:	
	:	
v.	:	C-2022-3036805
	:	C-2022-3036806
Pennsylvania-American Water Company	:	

INITIAL DECISION

Before
Chad L. Allensworth
Administrative Law Judge

INTRODUCTION

This decision denies the Formal Complaints of a customer asserting that his utility company incorrectly billed him for water and wastewater services based on a broken water meter that was not checked in a timely manner. Complainant did not establish by a preponderance of the evidence that he was billed incorrectly or that Respondent violated the Public Utility Code, regulations of the Commission or a Commission order.

HISTORY OF THE PROCEEDING

On November 15, 2022, Gregory Merritt (“Complainant” or “Mr. Merritt”) filed a Formal Complaint (“Complaint #1”) with the Pennsylvania Public Utility Commission (“Commission”) against Pennsylvania-American Water Company (“Respondent,” “Company” or “PAWC”) at Docket No. C-2022-3036805 for water service. Complaint #1 alleged that the Company: (a) improperly billed Complainant for water use between August 2021 and June 2022 based on a broken meter, (b) failed to timely check the accuracy of the water meter and (c) failed to replace the water meter in a timely manner. (Complaint #1 ¶ 4). As relief, Complainant

requested that the \$8,000 balance and related late fees be removed from his bill and that his meter be independently tested and a report of the results be provided to him. (Complaint #1 ¶ 5).

Complainant contemporaneously filed a second Formal Complaint (“Complaint #2”) against Respondent, on November 15, 2022, at Docket No. C-2022-3036806 for wastewater service. Complaint #2 alleged that the Company: (a) improperly billed Complainant for wastewater/sewer use between August 2021 and June 2022 based on a broken water meter, (b) failed to timely check the accuracy of the water meter and (c) failed to replace the water meter in a timely manner. (Complaint #2 ¶ 4). As relief, Complainant requested that the \$8,000 balance and related late fees be removed from his bill and that his meter be independently tested and a report of the results be provided to him. (Complaint #2 ¶ 5).

On December 7, 2022, Respondent filed Answers to Complaint #1 at Docket No. C-2022-3036805 and Complaint #2 at Docket No. C-2022-3036806 in which it denied the material allegations of both Complaints. Specifically, Respondent denied that Complainant’s meter was broken or faulty and denied that Complainant’s bills for water and wastewater/sewer services were incorrect or required any adjustment. (Answers for Nos. C-2022-3036805 & C-2022-3036806 ¶¶ 4-5). Respondent averred that the higher bills were potentially the result of leaks, theft or higher use. (Answers for Nos. C-2022-3036805 & C-2022-3036806 ¶ 5). As relief, Respondent requested assignment to the mediation program or dismissal of both Complaints.¹ (Answers for Nos. C-2022-3036805 & C-2022-3036806, p.2).

On February 17, 2023, a Call-In Telephonic Hearing Notice (“Hearing Notice”) was issued at Docket Nos. C-2022-3036805 and C-2022-3036806 scheduling a telephonic hearing on April 11, 2023, and assigning me as presiding officer. On February 21, 2023, I issued a Prehearing Order addressing various procedures that would govern the hearing. Also, on February 21, 2023, I issued an Order consolidating Complaint #1 and Complaint #2 into one proceeding.

¹ The matter was referred to the mediation program of the Office of Administrative Law Judge, but no settlement was reached during that process.

On March 2, 2023, Complainant's counsel filed a request for continuance of the April 11, 2023, hearing. Respondent's counsel did not object to the continuance request. By order dated March 3, 2023, the request for continuance was granted. On March 3, 2023, a Hearing Notice was issued at Docket Nos. C-2022-3036805 and C-2022-3036806 rescheduling the telephonic hearing for April 25, 2023.

On April 25, 2023, the hearing was held as scheduled. The Complainant was represented by Attorney Dean F. Piermattei, who presented Mr. Merritt and Jeremy Lopez as witnesses in support of the Complaints. The witnesses sponsored the following five exhibits that were admitted into the record without objection: (1) April 2022 water bill, (2) December 2022 water bill, (3) list of water bills, (4) spreadsheet of bills and payments and (5) maintenance notes. The Respondent was represented by Attorney Michael A. Gruin, who presented Anthony Pachik and Drew Liva as witnesses. The witnesses sponsored the following six exhibits that were admitted into the record without objection: (1) Complainant's account history, (2) monthly usage chart, (3) service order notes, (4) phone records, (5) high usage letters and (6) meter test report.

The record closed on May 16, 2023, when the 173-page was filed with the Commission.

FINDINGS OF FACT

1. The Complainant is Gregory Lawrence Merritt, who resides at 1500 Garden Street, Apartment 5K in Hoboken, New Jersey. (Tr. 8-9).
2. Mr. Merritt purchased the six-unit apartment building located at 622 North Main Avenue in Scranton, Pennsylvania ("service property") in December 2020, where he receives water service that is monitored by one meter for the entire building and is secured in Mr. Merritt's name. (Tr. 9, 41).
3. One of the apartment units was vacant when Mr. Merritt purchased the service property. (Tr. 28).

4. There are seven total bathrooms at the service property and there are no pools, hot tubs or yard sprinkler systems at the service property. (Tr. 43-44).

5. There were approximately 10 to 12 people residing at the service property on a regular basis. (Tr. 42).

6. Five of the six tenants residing at the service property began residing there after Complainant acquired the property. (Tr. 27-28).

7. One tenant had an extra three to four people residing at the service property until April 2022 when they were evicted. (Tr. 28).

8. The Respondent is Pennsylvania-American Water Company, who provides residential water service to the service property. (Tr. 10).

9. Billed water use for the service property from January 2019 to December 2020 ranged from 6,8000 gallons to 15,000 gallons monthly. (Merritt Exhibit 3).

10. Billed water use for the service property from January 2021 to June 2021 ranged from 6,900 gallons to approximately 20,000 gallons each month. (Tr. 11; Merritt Exhibit 3).

11. Billed water use for the service property from July 2021 to May 2022 was as follows (Merritt Exhibit 3 and 4; PAWC Exhibit 1):

- (a) July 2021 = 44,000 gallons
- (b) August 2021 = 27,600 gallons
- (c) September 2021 = 41,200 gallons
- (d) October 2021 = 39,400 gallons
- (e) November 2021 = 41,800 gallons
- (f) December 2021 = 26,400 gallons

- (g) January 2022 = 52,600 gallons
- (h) February 2022 = 141,000 gallons (reduced to 70,500 gallons)
- (i) March 2022 = 108,800 gallons
- (j) April 2022 = 60,200 gallons
- (k) May 2022 = 31,000 gallons

12. PAWC granted Mr. Merritt a “courtesy leak” adjustment for water use billed in February 2022 that adjusted the water usage for that period from 141,000 gallons to 70,500 gallons and credited Mr. Merritt’s account with \$861.97. (Tr. 108; PAWC Exhibit 1; Merritt Exhibit 4).

13. Jeremy Lopez is a general contractor, who did work for Mr. Merritt at the service property, and he has over ten years of experience in working on roofs, siding, plumbing, electrical and general maintenance. (Tr. 14, 45-46).

14. Mr. Lopez is not a licensed plumber, but he has experience in leak detection and corresponding repair work. (Tr. 46-47, 62).

15. Mr. Merritt had minor repairs and updates completed at the service property, but he did not add any additional apartment units, subdivide the property or perform any major construction since purchasing the property. (Tr. 12-13).

16. Mr. Lopez conducted multiple checks of the service property for water leaks between August 2021 and December 2021 and did not find any leaks. (Tr. 15, 49-50; Merritt Exhibit 5).

17. Mr. Merritt contacted PAWC in September 2021 regarding the water bills and he was told to pay what he thought the bill should be. (Tr. 15).

18. PAWC did not check the water meter at the service property in September 2021 because of COVID restrictions, which provided that PAWC would only enter a property for emergencies that did not include changing water meters. (Tr. 15, 107, 141).

19. In February 2022, PAWC went to the service property and read the water meter concluding that the water use there was intermittent leading PAWC to advise Mr. Merritt that he had a leak. (Tr. 17, 107).

20. In February 2022, Mr. Lopez replaced one older toilet flap that may have been leaking and replaced the flap and valve on another toilet based on a statement from a tenant that her toilet sometimes leaks. (Tr. 17, 50-51, 134; Merrit Exhibits 4 and 5).

21. In March 2022, Mr. Lopez found a shower in the basement of the service property that had a slow drip of approximately once every 30 seconds. (Tr. 54; Merrit Exhibit 5).

22. Mr. Lopez did not monitor the water meter at the service property prior to replacement of the meter. (Tr. 72).

23. In May 2022, PAWC advised Mr. Merritt that he could have the water meter swapped out and tested for \$15. (Tr. 17-18, 55).

24. On June 7, 2022, PAWC replaced the water meter at the service property. (Tr. 18, 56-57).

25. PAWC noted that there was evidence of a leak at the service property at the time the water meter was replaced on June 7, 2022, despite all water use being stopped at the time. (Tr. 56-57, 96-97, 132; PAWC Exhibit 3).

26. Billed water use for the service property since the water meter switch in June 2022 was as follows (PAWC Exhibit 1):

- (a) June 2022 = 14,400 gallons,
- (b) July 2022 = 19,300 gallons,
- (c) August 2022 = 21,900 gallons
- (d) September 2022 = 22,300 gallons,
- (e) October 2022 = 15,800 gallons,
- (f) November 2022 = 14,400 gallons,
- (g) December 2022 = 15,500 gallons,
- (h) January 2023 = 24,200 gallons,
- (i) February 2023 = 23,500 gallons and
- (j) March 2023 = 22,100 gallons.

27. Anthony Pachick is a senior supervisor in the commercial department metering department, who has been employed by PAWC for over 15 years, and his duties include supervision of field technicians. (Tr. 78-79).

28. The meter readings for the service property were actual readings completed by a computer program reading the water meter remotely. (Tr. 83-84).

29. A single leaking toilet at a rate of one gallon per minute can account for approximately 43,000 gallons of water use in a month. (Tr. 100).

30. A toilet can leak intermittently if the basis is residue on the toilet flapper thereby allowing the flapper to seat properly at times and leak at other times. (Tr. 101).

31. Drew Liva has been employed by PAWC as a meter tester/meter mechanic for approximately ten years whose job duties include testing a percentage of new water meters before deployment and all water meters that are removed from homes. (Tr. 153-154).

32. On June 29, 2022, Mr. Liva tested the $\frac{3}{4}$ inch water meter that was removed from the service property and the meter tested 100.7 percent accurate. (Tr. 154-156, 158; PAWC Exhibit 6).

33. The water meter calculates water based on water passing through it. (Tr. 162).

34. The acceptable range for a water meter test is 96 percent to 104 percent pursuant to the approved tariff for PAWC. (Tr. 111, 158).

35. Mr. Merritt currently owes approximately \$8,500 to PAWC. (Tr. 80, 125).

DISCUSSION

As the proponent of a rule or order, the Complainant in this proceeding bears the burden of proof pursuant to Section 332(a) of the Public Utility Code. 66 Pa.C.S. § 332(a). The “burden of proof” means a duty to establish a fact by a preponderance of evidence, or evidence more convincing, by even the smallest degree, than the evidence presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950); *Fraraccio v. Suez Water Pa. Inc.*, Docket No. F-2019-3009409 (Final Order entered Jan. 3, 2020). To satisfy this burden, Complainant must demonstrate that Respondent was responsible for the problems alleged in the Complaint via violation of the Public Utility Code, violation of a regulation, violation of an order of the Commission or violation of a Commission approved tariff. 66 Pa.C.S. § 701; *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990).

The Pennsylvania Supreme Court has characterized a preponderance of the evidence as tantamount to a “more likely than not” inquiry. *Commonwealth v. \$6,425 Seized from Esquilin*, 880 A.2d 523 (Pa. 2005); *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm’n*, 578 A.2d 600 (Pa. Cmwlth. 1990). In addition, the Commission’s findings of fact must be supported by “substantial evidence,” which consists of evidence that a reasonable mind might accept as adequate to support a conclusion. A mere trace of evidence or a suspicion of the existence of a fact is insufficient. *Norfolk & W. Ry. v. Pa. Pub. Util. Comm’n*, 413 A.2d 1037 (Pa. 1980).

Upon the presentation by Complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence to rebut the evidence of

Complainant shifts to Respondent. If the evidence presented by Respondent is of co-equal weight, Complainant will not have satisfied his burden of proof. Complainant would then have to provide additional evidence to rebut the evidence of Respondent. *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983). While the burden of persuasion 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. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001). As the party seeking relief from the Commission, Mr. Merritt bears the burden of proof in this case.

Mr. Merritt alleged that he was overbilled by PAWC for his water and wastewater bills² for a period of approximately nine months based on a faulty water meter. (Tr. 13). Overbilling, if proven by a preponderance of the evidence, would fall under a quality-of-service issue which is within the Commission's jurisdiction under Section 1501 of the Public Utility Code, which states in pertinent part:

Character of service and facilities. Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. Such service also shall be reasonably continuous and without unreasonable interruptions or delay. Such service and facilities shall be in conformity with the regulations and orders of the commission.

66 Pa.C.S. § 1501.

Thus, the statute at 66 Pa.C.S. § 1501 governs any allegations of unreasonable or inadequate service. Pursuant to 66 Pa.C.S. § 1501, the Commission has original jurisdiction over the reasonableness and adequacy of public utility service. *Elkin v. Bell Tel. Co. of Pa.*, 372 A.2d 1203 (Pa. Super. 1977) *aff'd* 420 A.2d 371 (Pa. 1977); *Behrend v. Bell Tel. Co. of Pa.*, 243 A.2d 346 (Pa. 1968). As a general proposition, neither the Public Utility Code nor the Commission's

² The wastewater bill for the service property was calculated based on water use so the alleged billing errors would apply equally to the water and wastewater bills. (Tr. 112).

regulations require public utilities to provide constantly flawless service. The Public Utility Code at 66 Pa.C.S. §1501 does not require perfect service or the best possible service but does require public utilities to provide reasonable and adequate service. *Analytical Lab’y Servs., Inc. v. Metro. Edison Co.*, Docket No. C-20066608 (Opinion and Order entered Dec. 21, 2007); *Emerald Art Glass v. Duquesne Light Co.*, Docket No. C-00015494 (Opinion and Order entered June 14, 2002); *Re: Metro. Edison Co.*, 80 Pa.P.U.C. 662 (1993).

In cases of alleged high billing, the Commission applies the *Waldron* rule, which provides that to establish a *prima facie* case of overbilling, a Complainant must show: (1) that the number of occupants in the household has not changed, (2) that the potential for energy³ utilization was low and (3) that Complainant’s billing history shows no prior abnormalities. *Waldron v. Phila. Elec. Co.*, 54 Pa.P.U.C. 98 (1980); *Repogle v. Pa. Elec. Co.*, 54 Pa.PUC 528 (1980).

In *Milkie v. Pennsylvania Public Utility Commission*, 768 A.2d 1217 (Pa. Cmwlth. 2001), the Commonwealth Court of Pennsylvania further refined the *Waldron* rule by holding:

While the [*Waldron*] rule is often explained by stating that the ratepayer must establish certain specific elements in order to make out a *prima facie* case of overbilling by a utility company, we believe this view is too restrictive. Rather the controlling principle is that even where the utility can present evidence that it has tested the customer’s meter and found it to be accurate, the customer may nonetheless prove his case by circumstantial evidence, which would support a finding that the metered usage exceeded the actual usage. Thus, as our Supreme Court has explained, the rule operates as a device by which the complainant is protected from dismissal because of his inability to marshal *direct* proof that his meter had malfunctioned. *Burleson v. Pennsylvania Pub. Util. Comm’n*, 501 Pa. 433, 435-36, 461 A. 2d 1234, 1235 (1983).

³ In *Waldron*, the allegation of overbilling related to electric service to the complainant’s home; hence, the Court’s reference to energy utilization. In a case such as the present, the *Waldron* rule remains relevant in that “energy utilization” becomes “water utilization.”

Id. at 1219-1220 (footnote omitted) (emphasis in original). In *Thomas v. PECO Energy Co.*, Docket No. C-2010-2187197 (Opinion and Order entered Nov. 15, 2011) (“*Thomas*”), the Commission explained that:

[C]onsistent with our holding in *Bennett v. Peoples Natural Gas Co.*, Docket No. C-2009-2122979 (Order entered October 13, 2010), the *Waldron* Rule allows a complainant to establish a *prima facie* case in a “high bill” complaint by showing that the disputed bill is abnormally high when compared to prior usage patterns and his or her pattern of usage has not *changed or by providing other relevant evidence showing that the disputed bill is unreasonably high*. In evaluating a “high bill” complaint, the Commission may consider such evidence as “the billing history of the account, any change in usage patterns (such as a change in the number of occupants residing in the household or potential energy utilization), and any other relevant facts or circumstances that come to light during the proceeding.” *Id.* at 6 (emphasis added).

Thomas at 5.

The Commission has also considered circumstances where a Complainant contends that their utility bill is inordinately large as compared to their perceived utility usage. In *Kirby v. PPL Electric Utilities Corp.*, the Commission ruled that, “[c]omplainant’s testimony consisted solely of his opinion that these charges are too high. Regardless of how earnestly Complainant believes the complaint allegations to be true, personal opinions or perceptions do not constitute substantial evidence sufficient to permit him to sustain his burden of proof.” *Kirby v. PPL Elec. Util. Corp.*, Docket No. C-20066297 (Final Order entered Nov. 16, 2006).

In the instant case, Mr. Merritt established that billed water use prior to his purchase of the six-apartment service property in question ranged between 6,800 gallons and 15,000 gallons each month up to December 2020. (Merritt Exhibit 3). Following Mr. Merritt’s purchase of the service property in December 2020, billed water use at the service property ranged between 6,900 gallons and 20,000 gallons each month until June 2021. (Tr. 9, 43-44; Merritt Exhibit 3). Following June 2021, the billed water use for the service property fluctuated as follows each month:

- (1) July 2021 = 44,000 gallons
- (2) August 2021 = 27,600 gallons
- (3) September 2021 = 41,200 gallons
- (4) October 2021 = 39,400 gallons
- (5) November 2021 = 41,800 gallons
- (6) December 2021 = 26,400 gallons
- (7) January 2022 = 52,600 gallons
- (8) February 2022 = 141,000 gallons (reduced to 70,500 gallons)
- (9) March 2022 = 108,800 gallons
- (10) April 2022 = 60,200 gallons
- (11) May 2022 = 31,000 gallons
- (12) June 2022 = 14,400 gallons,
- (13) July 2022 = 19,300 gallons,
- (14) August 2022 = 21,900 gallons
- (15) September 2022 = 22,300 gallons,
- (16) October 2022 = 15,800 gallons,
- (17) November 2022 = 14,400 gallons,
- (18) December 2022 = 15,500 gallons,
- (19) January 2023 = 24,200 gallons,
- (20) February 2023 = 23,500 gallons and
- (21) March 2023 = 22,100 gallons

(PAWC Exhibit 1).

Mr. Merritt asserted that starting in August 2021 and for the next nine months (i.e., through April 2022) the billed water use by PAWC was excessive and/or erroneous. (Tr. 13). Mr. Merritt clearly established that the prior billing history for water use at the service property was consistent prior to the term in question without abnormalities. However, this is only one of the three elements needed to establish a *prima facie* case under *Waldron* and Mr. Merritt failed to satisfy the remaining two elements.

A second element under *Waldron* required Mr. Merritt to establish that the number of occupants at the service property did not change. Mr. Merritt failed to demonstrate that the number of occupants at the six-apartment service property remained consistent. At the time Mr. Merritt purchased the service property, one of the apartments was vacant. (Tr. 28). Mr. Merritt subsequently filled this apartment thereby increasing the number of occupants at the service property. (Tr. 28). It was also established that all but one of the tenants residing in the service property were different tenants than when Mr. Merritt first purchased the service property. (Tr. 27). Additionally, Mr. Merritt testified he regularly had approximately 10 to 12 people residing at the service property, but he acknowledged that there were an extra three to four people residing at one of the apartments until they were evicted in April 2022. (Tr. 28, 42). This eviction coincided with a large drop in water use at the service property from 60,200 gallons of water used in April 2022 to only 31,000 gallons of water used in May 2022. (PAWC Exhibit 1). Therefore, Mr. Merritt failed to demonstrate that the number of occupants at the service property did not change in conjunction with the rise in billed water usage.

The third element under *Waldron* required Mr. Merritt to establish that the potential for water utilization was low. Mr. Merritt failed to demonstrate that the potential for water use was low based on leaks in the building. Upon reading the water meter at the service property in February 2022, PAWC advised Mr. Merritt that readings showed he had an intermittent leak at the service property. (Tr. 17, 107). The testimony of both Mr. Merritt and his general contractor, Jeremy Lopez, established that three leaks or potential leaks were subsequently addressed after this notification. Specifically, in February 2022, Mr. Lopez discovered a worn toilet flap that was stated to have potentially been leaking intermittently and a different tenant advised that their toilet was leaking intermittently resulting in replacement of the flaps on both toilets and replacement of the valve on one as well. (Tr. 17, 50-51, 134; Merritt Exhibits 4 and 5). A single leaking toilet at a rate of one gallon per minute can account for approximately 43,000 gallons of water use in a month. (Tr. 100). Additionally, in March 2022, Mr. Lopez discovered a leaking shower in the basement that was subsequently repaired. (Tr. 54; Merritt Exhibit 5). In conjunction with these leak repairs, there was a reduction in the billed water use at the service property.

Accordingly, there is insufficient evidence to establish that Mr. Merritt was being overcharged for the amount of water used at the service address. Furthermore, the evidence supports a finding that Mr. Merritt was properly billed for water use based on accurate meter readings. Testimony from both parties established that PAWC replaced the water meter at the service property on June 7, 2022. (Tr. 18, 56-57). I find that the testimony of Drew Liva, a meter tester/meter mechanic for PAWC, to be credible and persuasive. Specifically, Mr. Liva established that he tested the water meter in question on June 29, 2022, and found that it tested 100.7 % accurate, which was within the acceptable range of 96 % to 104% provided by the Commission approved tariff. (Tr. 154-156, 158; PAWC Exhibit 6). Thus, Mr. Merritt failed to establish a *prima facie* case under *Waldron*.

Accordingly, Complainant has failed to sustain his burden of proof and the Formal Complaints shall be dismissed.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties to, and the subject matter of this proceeding. 66 Pa.C.S. § 701.
2. Section 1501 of the Public Utility Code governs any allegations of unreasonable or inadequate service. 66 Pa.C.S. § 1501
3. Section 332(a) of the Public Utility Code provides that the party seeking relief from the Commission has the burden of proof. 66 Pa.C.S. § 332(a).
4. "Burden of proof" means a duty to establish a fact by a preponderance of the evidence, or evidence more convincing, by even the smallest degree, than the evidence presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).

5. Preponderance of the evidence is tantamount to a “more likely than not” inquiry. *Commonwealth v. \$6,425 Seized from Esquilin*, 880 A.2d 523 (Pa. 2005); *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm’n*, 578 A.2d 600 (Pa. Cmwlth. 1990).

6. The *Waldron* rule governs what constitutes a *prima facie* case for a Formal Complaint alleging overbilling. *Waldron v. Phila. Elec. Co.*, 54 Pa.P.U.C. 98 (1980).

7. Complainant failed to meet his burden of proof in this proceeding. 66 Pa.C.S. § 332(a); *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaints of Gregory Merritt in Gregory Merritt v. Pennsylvania-American Water Company at Docket Nos. C-2022-3036805 and C-2022-3036806 are hereby dismissed.

2. That the Secretary of the Commission mark the matters at Docket Nos. C-2022-3036805 and C-2022-3036806 closed.

Date: August 14, 2023

_____/s/
Chad L. Allensworth
Administrative Law Judge