

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Paul Rehwald

v.

Pittsburgh Water and Sewer Authority

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C-2024-3048734

INITIAL DECISION

Before
Mary D. Long
Administrative Law Judge

INTRODUCTION

This decision dismisses a complaint of a water customer. The customer did not prove that the bill rendered for four days of unusually high-water consumption was inaccurate.

HISTORY OF THE PROCEEDINGS

On April 29, 2024, Paul Rehwald (Complainant) filed a Formal Complaint against Pittsburgh Water and Sewer Authority (PWSA). Mr. Rehwald alleged that there were incorrect charges on his bill. Specifically, he alleged that he was being billed for water that he did not use in November 2023. He also alleged that charges for the Borough of Millvale should be removed from his bill.

PWSA filed an answer on May 20, 2024. PWSA alleged that Mr. Rehwald's bill was based on actual meter readings and that his bill was correct as rendered.

On May 30, 2024, Chief Administrative Law Judge Charles E. Rainey directed the parties to attempt to resolve their dispute with the assistance of the Mediation Unit. The parties did not resolve their dispute.

By hearing noticed dated July 25, 2024, the complaint was assigned to Administrative Law Judge Conrad A. Johnson and scheduled for a telephone hearing on September 18, 2024. Judge Johnson issued a prehearing order on the same day which explained the procedures for the hearing.

The hearing convened as scheduled. Mr. Rehwald appeared and testified on his own behalf. PWSA, represented by Lauren Burge, Esquire, presented the testimony of one witness, Brittany Schacht,¹ and offered seven exhibits which were admitted into the record. Following the receipt of the transcript, Judge Johnson closed the record by order entered November 12, 2024. The matter was reassigned to me by notice dated March 24, 2025.

FINDINGS OF FACT

1. The Complainant, Paul Rehwald, owns a rental property at 612 Fremont Street (Service Address) in Millvale, PA. (Tr. 29, 34).

¹ Brittany Schacht serves as the Deputy Director of Customer Service, employed by PWSA. (Tr. 44).

2. The Respondent, Pittsburgh Water and Sewer Authority, is a jurisdictional public utility.
3. PWSA provides water service for the Service Address. (Tr. 45).
4. The Borough of Millvale provides a wastewater billing service for the Service Address. (Tr. 59-60).
5. Mr. Rehwald purchased the Service Address in 2017. (Tr. 17).
6. The current tenants have resided at the Service Address for more than four years. (Tr. 17).
7. Mr. Rehwald pays for water and wastewater utility service at the Service Address. (Tr. 35).
8. In May 2023, PWSA replaced the meter at the Service Address.
9. PWSA did not register the new meter correctly, which resulted in a 78,000-gallon billing error on the May 2023 bill. (Tr. 15, 57-58).
10. PWSA corrected the May 2023 billing error. (Tr. 16, 30, 58).
11. In November 2023, PWSA billed Mr. Rehwald for 16,000 gallons of water consumption. (Tr. 16; PWSA Ex. 7).
12. The November bill included charges for approximately 10,000 gallons which was consumed during a four-day period, November 11 through November 14, 2023. (Tr. 16, 18; *see also* PWSA Ex. 2).

13. After November 14, 2023, the consumption at the Service Address returned to normal. (Tr. 50; PWSA Ex. 2).

14. The November 2023 bill was based on actual meter readings. (Tr. 51).

15. PWSA tested the meter at the Service Address on December 8, 2023, which resulted in a 99.3751 percent accuracy. (Tr. 46, 52; PWSA Ex. 4).

16. With the exception of November 11 through November 14, 2023, the water consumption at the Service Address was consistent from July 10, 2023, through December 6, 2023. (Tr. 50; PWSA Ex. 2).

17. If the meter had been malfunctioning it would not have fixed itself; it would have continued to malfunction. (Tr. 51).

18. PWSA does not provide a billing service for the Borough of Millvale. (Tr. 55).

19. The abnormally high consumption from November 11 through November 14, 2023, is consistent with an internal plumbing issue such as a running toilet. (Tr. 62, 64).

20. Any leak on the PWSA side of the meter would not have been recorded on the meter for the Service Address. (Tr. 63).

DISCUSSION

Section 701 of the Public Utility Code (Code) provides that any person may complain, in writing, about anything done or not done by a public utility which violates any Commission statute, regulation, or order.² A person who wants the Commission to do something to resolve their complaint has the burden of proof that the utility has violated the law in some way.³

In this matter, Mr. Rehwald is asking for relief from the Commission; therefore, he has the burden of proof. This means, that Mr. Rehwald must present facts which support his claims and show that the utility violated the Public Utility Code, a regulation or Commission order by a preponderance of the evidence.⁴ The term “preponderance of the evidence” means one party must present evidence which is more convincing, by even the smallest amount, than the evidence presented by the other party.⁵

Mr. Rehwald complains that his November 2023 bill is too high because of unusually high readings recorded from November 11, 2023, to November 14, 2023. High bill complaints, including water utility complaints are governed by the “Waldron Rule.”⁶ The Waldron Rule, established by the Commission in *Waldron v. Philadelphia Electric Company*,⁷ is an “evidentiary device by which a utility customer’s complaint of over billing is protected from dismissal during the early stages of litigation.”⁸ In *Waldron*, the Commission concluded that a complainant may satisfy the initial burden of production,

² 66 Pa.C.S. § 701.

³ 66 Pa.C.S. § 332(a).

⁴ *Popowsky v. Pa. Pub. Util. Comm’n*, 937 A.2d 1040 (Pa. 2007) (*Popowsky*); *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).

⁵ *Popowsky*.

⁶ *Third Avenue Realty Limited Partners v. Pennsylvania-American Water Co.*, Docket C-2008-2072920 (Opinion and Order entered Jan. 14, 2011).

⁷ 54 Pa.P.U.C. 98 (1980).

⁸ *Burleson v. Pa. Pub. Util. Comm’n*, 461 A.2d 1234 (Pa. 1983) (*Burleson*).

by showing that: (1) the number of occupants of the household has not changed; (2) the potential for energy utilization is low; and (3) the prior billing history shows no previous abnormalities.⁹

The Commonwealth Court broadened the Commission's ruling in *Waldron* in *Milkie v. Pennsylvania Public Utility Commission*.¹⁰ The Commonwealth Court held that the Commission's requirement that the Complainant must establish certain specific elements in order to make out a *prima facie* (initial) case was too restrictive. The court emphasized that mere proof by the utility that its measuring devices are accurate is no longer the sole determinant of whether there is a basis to a complaint of overbilling. The Commonwealth Court ruled that even where the utility has presented evidence that it has tested the customer's meter and found it to be accurate, the customer may prove their case by circumstantial evidence that the metered usage exceeded actual usage. This rule protects the complainant from an automatic dismissal of the complaint if they are unable to produce direct proof that the meter malfunctioned. As noted above, the burden of proof always remains with the complainant, and if the utility presents evidence that is equal or greater in weight than the complainant's, the complainant will not have met his or her burden of proof.¹¹

The *Milkie* court also explained:

Once it is determined that the complainant has made out his prima facie case, the burden of going forward shifts to the utility, but the ultimate burden of persuasion remains with the complainant. The Commission must measure the weight and credibility of all the evidence, and simply because the ratepayer has presented a prima facie case does not obligate the Commission to credit this evidence or to

⁹ *Waldron*.

¹⁰ 768 A.2d 1217 (Pa. Cmwlth. 2001) (*Milkie*).

¹¹ *Id.*

give it any special weight. If the utility presents evidence found to be of co-equal (or greater) weight with that of the complainant, the complainant will not have met his burden of proof. At this stage, the Waldron doctrine provides “that the mere proof by the utility that its power measuring devices were accurate is no longer the *sole* determinant as to whether there is a basis to a complaint of overbilling.” [*Burleson*] at 1236 (emphasis supplied).^[12]

Mr. Rehwald’s Evidence

Mr. Rehwald contends that his November 2023 bill was too high because the meter registered unusual consumption from November 11, 2023, to November 14, 2023. In his view, the PWSA meter was not accurately registering consumption at the Service Address for those four days. As relief, he wants a refund of \$491.71, which includes charges related to his Borough of Millvale wastewater service.¹³

Mr. Rehwald’s evidence that PWSA’s meter was not correctly registering consumption at the Service Address was largely based on two factors: his experience in May 2023, and his observation that 10,000 gallons is similar to the amount of water that might fill a swimming pool.¹⁴ He has had the same tenants at the property for the last four years. Except for May and November 2023, his bills for the property have been consistent.¹⁵

¹² *Milkie* at 1220.

¹³ The Commission does not have jurisdiction regarding charges assessed by the Borough of Millvale. However, PWSA provides meter reading data to Borough of Millvale through its billing agent, Jordan Tax Service. (Tr. 55, 60). If the Commission finds that the meter was inaccurate, the Commission could direct PWSA to submit corrected meter data to the borough.

¹⁴ Tr. 18.

¹⁵ In testimony, Mr. Rehwald also referenced a “spike” in “June.” However, he was not clear whether the spike was in 2023 and 2024 and stated that he was not seeking relief for this spike. Tr. 16, 30-31, 37-39, 57.

PWSA's Evidence

PWSA tested the meter at the Service Address in December 2023. The meter passed the test and registered as 99.3751 percent accurate. PWSA's witness testified that the "spike" in the bill for the Service Address in May 2023 was not due to a faulty meter. Rather, it was because PWSA installed a new meter on the property and failed to register it correctly, which resulted in a billing error.¹⁶

With the exception of the consumption from November 11 through November 14, 2023, the consumption registered for the property has been generally consistent. In PWSA's view, the consumption registered for four days in November 2023 is consistent with an internal plumbing leak, such as a leaking toilet. Further, PWSA points out that if there was a leak in PWSA's line on the PWSA side of the meter, that consumption would not have registered on the meter for the Service Address.

Analysis

PWSA's evidence is more persuasive than Mr. Rehwald's evidence. Although the occupancy of the property has been consistent, as the landlord, Mr. Rehwald does not live at the property. He did not introduce any evidence or testimony from the tenants which would support his assertion that there was not a plumbing leak at the property. Although Mr. Rehwald mentioned plumbers in his testimony, he did not offer any specific testimony about when a plumber visited the property, nor did he offer any report or other reliable evidence that would prove an assertion that there was no internal plumbing leak at the property in November 2023.¹⁷ Although he noted that the

¹⁶ PWSA corrected the billing error and reported the mistake to the Borough of Millvale and Allegheny County Sanitary Authority . Tr. 57-58.

¹⁷ *E.g.*, Tr. 17.

volume of water was more than necessary to fill a swimming pool,¹⁸ he did not offer any evidence to rebut Ms. Schacht's testimony that in her experience, the consumption recorded was consistent with a leaking toilet.

There is no evidence that the meter malfunctioned. Ms. Schacht explained that the unusual billing in May 2023 was due to a billing error, not a malfunction in the meter. PWSA tested the meter in December 2023 and it registered as accurate and within the requirements of the Commission's regulations.¹⁹ Further, Ms. Schacht testified that if the spike in consumption was caused by a meter malfunction, the readings would have continued to be inaccurate. Instead, after November 14, 2023, the meter registered consumption that was normal for the property.

The Commission considered similar evidence in *Third Avenue Realty Limited Partners v. Pennsylvania-American Water Co.*²⁰ and concluded that the complainant did not establish a case for overbilling. Specifically, the complainant in Third Avenue Realty showed that the number of occupants had not changed and that the prior billing history did not show previous abnormalities. However, the Commission also observed that the complainant did not inquire about the tenants' water usage. In contrast, the water utility established that the meter was functioning properly. The Commission agreed with the presiding ALJ's conclusion that it was improbable that the meter only malfunctioned intermittently. Finally, the utility witness testified that a leaking toilet could easily cause the excess consumption. Weighing the evidence, the Commission determined that it was reasonable to conclude that a leak was the cause of the high-water usage rather than a faulty meter.²¹

¹⁸ *E.g.*, Tr. 18.

¹⁹ *See* 52 Pa. Code § 65.8.

²⁰ Docket C-2008-2072920 (Opinion and Order entered Jan.14, 2011).

²¹ *Id.* at 10.

Mr. Rehwald's evidence regarding overbilling consisted mostly of unsupported assertions. Assertions, no matter how honest or strong, cannot form the basis of a finding in his favor. Assertions, personal opinions or perceptions do not constitute factual evidence.²² Even unrepresented complainants must provide relevant and necessary information. The Complainant in this case proceeded *pro se* by choice and bore the risk of doing so.²³

In sum, considering the evidence in totality, I conclude that it is more likely that the unusual consumption at the Service Address in November 2023 was caused by an internal plumbing leak, not by a malfunctioning meter. PWSA demonstrated that the unusual billing in May 2023 was a billing error caused by a failure to correctly register the new meter installed at the property and not by a malfunction of the meter itself. It is not likely that the meter only malfunctioned for four days in November 2023. Other than speculation, Mr. Rehwald did not prove that the higher usage was due to a meter malfunction or a billing mistake rather than to a change in the pattern of water usage at the Service Address, such as a plumbing leak. Therefore, the complaint is dismissed.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and subject matter in this proceeding. 66 Pa.C.S. § 701.

2. The party filing the complaint bears the burden of proving that they are entitled to relief from the Commission. 66 Pa.C.S. § 332(a).

²² *Pa. Bureau of Corr. v. City of Pittsburgh*, 532 A.2d 12 (Pa. 1987).

²³ *Groch v. Unemployment Comp. Bd. of Rev.*, 472 A.2d 286 (Pa. Cmwlth 1984); *Vann v. Unemployment Comp. Bd. of Rev.*, 494 A.2d 1081 (Pa. 1985).

3. The Complainant must establish that PWSA overbilled him for water consumption at his rental property, with either direct or circumstantial evidence. *Third Avenue Realty Limited Partners v. Pennsylvania-American Water Co.*, Docket C-2008-2072920 (Opinion and Order entered Jan. 14, 2011); *Waldron v. Phila. Elec. Co.*, 54 Pa.PUC 98 (1980) (*Waldron*).

4. The Complainant did not prove that PWSA failed to render an accurate bill for consumption at his rental property in November 2023. 66 Pa.C.S. § 332(a); *Third Avenue Realty Limited Partners v. Pennsylvania-American Water Co.*, Docket C-2008-2072920 (Opinion and Order entered Jan. 14, 2011); *Waldron v. Phila. Elec. Co.*, 54 Pa.PUC 98 (1980) (*Waldron*).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint of Paul Rehwald against the Pittsburgh Water and Sewer Authority at Docket No. C-2024-3048734 is dismissed.

2. That the Secretary mark the docket closed.

Date: April 10, 2025

/s/
Mary D. Long
Administrative Law Judge