

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

Public Meeting held January 29, 2026

Commissioners Present:

Stephen M. DeFrank, Chairman
Kimberly Barrow, Vice Chair, Statement
Kathryn Zerfuss
John F. Coleman, Jr.
Ralph V. Yanora

LeRon Alston

F-2025-3052978

v.

Community Utilities of Pennsylvania Inc.

OPINION AND ORDER

BY THE COMMISSION:

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions filed by LeRon Alston (Mr. Alston or Complainant) on September 22, 2025, to the Initial Decision (I.D.) of Administrative Law Judge (ALJ) Alphonso Arnold III, issued on September 3, 2025, in the above-captioned matter. Community Utilities of Pennsylvania Inc. (CUPA or the

Company) filed Replies to Exceptions on October 2, 2025.¹ Upon consideration of the Exceptions, we shall deny the Complainant's Exceptions and adopt the Initial Decision, consistent with this Opinion and Order.

I. History of Proceeding

On January 16, 2025, Mr. Alston filed a Formal Complaint (Complaint) against CUPA. In the Complaint, Mr. Alston alleged that he had incorrect charges on his bill and that CUPA was threatening to shut off, or had already shut off, his service. Specifically, Mr. Alston alleged that he was being charged for wastewater service that he does not use, stating that he does not have a wastewater meter to accurately measure wastewater usage. Complaint at 2. For relief, Mr. Alston requested that he be refunded for all his wastewater usage charges. *Id.* at 3.

Further, Mr. Alston alleged that he attempted to contact CUPA concerning its low-income assistance program, but that CUPA did not respond to his calls. Mr. Alston also alleged that CUPA's website address for application for low-income assistance was no longer active. Complaint at 4. Mr. Alston attached his June 30, 2017, CUPA bill and a letter from CUPA titled "Low-Income Assistance Programs" to his Complaint.² *I.D.* at 2.

¹ On September 22, 2025, the Commission's Secretary's Bureau served the Exceptions on all parties of record because its review of the filing revealed no Certificate of Service or other indication that the parties of record to the case were served with the Exceptions. Pursuant to 52 Pa. Code § 5.535, CUPA was given until October 3, 2025 to file Reply Exceptions.

² The Complaint is a timely appeal of an informal decision of the Commission's Bureau of Consumer Services (BCS), issued on December 17, 2024, at BCS Case No. 4023632. The timely appeal is subject to *de novo* review. 52 Pa. Code § 56.173(a).

On February 5, 2025, CUPA filed an Answer with New Matter to Mr. Alston's Complaint denying that there were incorrect charges on the Complainant's bill and asserting that there is no legal basis for the Company to provide a refund. CUPA admitted that it provided Mr. Alston with information regarding low-income assistance, including how to apply for low-income rates and CUPA's arrearages management program available to low-income consumers. CUPA denied, however, that its website application for low-income assistance was incorrect or no longer active. I.D. at 2.

In its New Matter, CUPA asserted that pursuant to the Commission-approved settlement in its 2023 base rate case,³ the Company bills its wastewater customers at metered rates based on the customer's actual water usage data from Aqua Pennsylvania Inc. (Aqua), the Company's water provider. As such, CUPA asserted that it is adhering to its Commission-approved tariff regarding Mr. Alston's wastewater metered charges. CUPA concluded its Answer with New Matter by requesting the dismissal of the Complaint. I.D. at 2.

The Answer with New Matter contained a Notice to Plead for Mr. Alston to file a Reply to CUPA's New Matter within 20 days of its service. However, Mr. Alston did not file a Reply to CUPA's New Matter. I.D. at 3.

Also, on February 5, 2025, CUPA filed Preliminary Objections to the Complaint. CUPA argued in its Preliminary Objections that the Complaint is legally insufficient, pursuant to 52 Pa. Code § 5.101(a)(4). CUPA explained that in its 2021 base rate case,⁴ it agreed to propose metered rates for flat rate wastewater customers. As a

³ See *Pa. PUC v. Community Utilities of Pennsylvania Inc.*, Docket Nos. R-2023-3042804 (water) and R-2023-3042805 (wastewater) (Opinion and Order entered August 1, 2024) (2023 base rate case).

⁴ See *Pa. PUC v. Community Utilities of Pennsylvania Inc.*, Docket Nos. R-2021-3025206 (water) and R-2021-3025207 (wastewater) (Opinion and Order entered January 13, 2022) (2021 base rate case).

result, in its 2023 base rate case, CUPA proposed metered rates for previously unmetered, flat rate wastewater customers based on the actual water usage of the customer, per the data obtained from Aqua. The 2023 base rate case resulted in a settlement, approved by the Commission on August 1, 2024. CUPA therefore argued that the actions alleged by Mr. Alston in the Complaint are in adherence to Commission orders and CUPA's Commission-approved tariff, and thus do not violate any Commission order, regulation, or the Public Utility Code (Code). I.D. at 3.

CUPA's Preliminary Objections contained a Notice to Plead for Mr. Alston to file an Answer to CUPA's Preliminary Objections within 10 days of their date of service upon Mr. Alston. However, Mr. Alston did not file an Answer to CUPA's Preliminary Objections. I.D. at 3.

On April 4, 2025, ALJ Arnold issued an Order denying CUPA's Preliminary Objections. I.D. at 3.

On April 9, 2025, an Initial Telephonic Hearing Notice was issued by the Commission assigning ALJ Arnold as the presiding officer and scheduling the Initial Hearing for May 27, 2025. Hearing Notice at 1. On April 10, 2025, ALJ Arnold issued a Prehearing Order setting forth, *inter alia*, hearing information and the rules that would govern the proceeding. I.D. at 4.

On May 27, 2025, the Call-In Hearing was held as scheduled. Whitney Snyder, Esq. appeared on behalf of CUPA, and the Complainant appeared, *pro se*. Tr. at 5-6. Mr. Alston testified in support of his Complaint and sponsored one exhibit that was admitted into the record. CUPA presented the testimony of one witness, Mr. David Clark, who sponsored three exhibits that were admitted into the record. I.D. at 4.

On June 11, 2025, the Commission received the 95-page electronic transcript of the hearing. The record was closed on this date. I.D. at 4.

On September 3, 2025, the Commission issued the Initial Decision of ALJ Arnold. Therein, the ALJ denied and dismissed Mr. Alston's Complaint. I.D. at 19.

As previously noted, on September 22, 2025, the Complainant filed Exceptions to the Initial Decision. On October 2, 2025, CUPA filed Reply Exceptions.

II. Discussion

A. Legal Standards

1. Burden of Proof

As the party seeking affirmative relief from the Commission, the complainant in this case has the burden of proof. 66 Pa.C.S. § 332(a). The evidence necessary to meet that burden must be substantial. 2 Pa.C.S. § 704. "Substantial evidence" is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. *Consolidated Edison Company of New York v. National Labor Relations Board*, 305 U.S. 197, 229, 59 S.Ct. 206, 217. 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*, 413 A.2d 1037 (Pa. 1980).

To establish a sufficient case and satisfy the burden of proof, the complainant must show that the respondent 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). The offense must be a violation of the Code, a Commission Regulation or Order or a violation of a Commission-approved tariff.

66 Pa.C.S. § 701. 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*, 602 A.2d 863 (Pa. 1992). That is, the Complainant’s evidence must be more convincing, by even the smallest amount, than that presented by the respondent. *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950).

The burden of proof is comprised of two distinct burdens: (1) the burden of production; and (2) the burden of persuasion. *Hurley v. Hurley*, 2000 Pa. Super. 178, 754 A.2d 1283 (2000). The burden of production, also called the burden of going forward with the evidence, determines which party must come forward with evidence to support a particular claim or defense. *Scott and Linda Moore v. National Fuel Gas Distribution*, Docket No. C-2014-2458555 (Final Order entered August 15, 2015) (*Moore*). The burden of production goes to the legal sufficiency of a party’s claim or affirmative defense. *See Id.* The burden of production may shift between the parties during a hearing. A complainant may establish a *prima facie* case with circumstantial evidence. *See Milkie v. Pa. PUC*, 768 A.2d 1217, 1220 (Pa. Cmwlth. 2001) (*Milkie*). If a complainant introduces sufficient evidence to establish legal sufficiency of the claim, also called a *prima facie* case, the burden of production shifts to the utility to rebut the complainant’s evidence. *See Moore*.

If the utility introduces evidence sufficient to balance the evidence introduced by the complainant, that is, evidence of co-equal value or weight, the complainant’s burden of proof has not been satisfied and the burden of going forward with the evidence shifts back to the complainant, who must provide some additional evidence favorable to the complainant’s claim. *See Milkie*, 768 A.2d at 1220; *see also Burlison v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff’d*, 461 A.2d 1234 (Pa. 1983).

Having produced sufficient evidence to establish legal sufficiency of a claim, the party with the burden of proof must also carry the burden of persuasion to be entitled to a favorable ruling. *See Moore*. While the burden of production may shift back and forth during a proceeding, the burden of persuasion never shifts; it always remains on a complainant as the party seeking affirmative relief from the Commission. *See Milkie*, 768 A.2d at 1220; *see also Riedel v. County of Allegheny*, 633 A.2d 1325, 1328, n.11 (Pa. Cmwlth. 1993); *see also Burlison*, 443 A.2d at 1375. It is entirely possible for a party to carry the burden of production but not be entitled to a favorable ruling because the party did not carry the burden of persuasion. *See Moore*. In determining whether a complainant has met the burden of persuasion, the fact-finder⁵ may engage in determinations of credibility, may accept or reject testimony of any witness in whole or in part, and may accept or reject inferences from the evidence. *See Moore* (citing *Suber v. Pennsylvania Com'n on Crime and Delinquency*, 885 A.2d 678, 682 (Pa. Cmwlth. 2005)).

2. Commission-Approved Tariffs

It is well accepted that a tariff is a set of operating rules imposed by the Commission that each public utility must follow in order to provide service to its customers. *PPL Electric Utilities Corporation v. Pa. PUC*, 912 A.2d 386 (Pa. Cmwlth. 2006). Each public utility must file a copy of its tariff with the Commission setting forth its rates, services, rules, regulations, and practices so that the public may inspect its contents. 66 Pa.C.S. § 1302; 52 Pa. Code § 53.25; *Philadelphia Suburban Water Company v. Pa. PUC*, 808 A.2d 1044 (Pa. Cmwlth. 2002)

⁵ In formal complaint proceedings, the Commission, not the ALJ, is the ultimate fact-finder; it weighs the evidence and resolves conflicts in testimony. When reviewing the initial decision of an ALJ, the Commission has all the powers that it would have had in making the initial decision except as to any limits that it may impose by notice or by rule. *Milkie*, 768 A.2d at 1220, n. 7 (citing, *inter alia*, 66 Pa.C.S. § 335(a)).

(*Phila. Suburban Water*). Public utility tariffs must be applied consistent with their language. Public utility tariffs have the force and effect of law and are binding on the public utility and its customers. *Pennsylvania Electric Company v. Pa. PUC*, 663 A.2d 281 (Pa. Cmwlth. 1995).

It is well-settled that the Commission is not empowered to grant tariff exceptions other than where the tariff provisions in question are in some way discriminatory on their face or in application. *See PPL Elec. Utils. Corp. v. Pa. PUC*, 912 A.2d 387, 402 (Pa. Cmwlth. 2006); *Pa Elec. Co. v. Pa. PUC*, 663 A.2d 281, 284 (Pa. Cmwlth. 1994); *Brockway Glass Co. v. Pa. PUC*, 437 A.2d 1067, 1070 (Pa. Cmwlth. 1981). *See also* 66 Pa.C.S. § 1304. Additionally, precedent establishes that when a tariff is plain on its face, the Commission need not and cannot look beyond the tariff's four corners to determine its meaning. *PPL Elec. Utilities Corp. v. Pa. PUC*, 912 A.2d 386, 403 (Pa. Cmwlth. 2006).

3. Safe, Adequate and Reasonable Service

Pursuant to Section 1501 of the Code, all public utilities have a duty to furnish and maintain “adequate, efficient, safe, and reasonable service and facilities”⁶ and to make repairs, changes, and improvements that are necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. *See*

⁶ The term “service” is defined broadly under Section 102 of the Code to include any and all acts done or rendered or performed and any and all things furnished or supplied and any and all facilities, used, furnished or supplied by public utilities. *See* 66 Pa.C.S. § 102. The statutory definition of “service” is also to be broadly construed by the Commission and the courts. *Country Place Waste Treatment Co., Inc. v. Pa. PUC*, 654 A.2d 72 (Pa. Cmwlth. 1995).

66 Pa.C.S. § 1501. Specifically, Section 1501 of the Code provides, in pertinent part, as follows:

§ 1501. 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. Subject to the provisions of this part and the regulations or orders of the commission, every public utility may have reasonable rules and regulations governing the conditions under which it shall be required to render service.

66 Pa.C.S. § 1501.

Section 1501 of the Code does not require a public utility to provide perfect service, but a public utility is obligated to provide service that is reasonable and adequate. *Analytical Lab Servs., Inc. v. Metro. Edison Co.*, Docket No. 2006608 (Order entered December 21, 2007). The Code's broad definition of service extends beyond the delivery of the public utility itself and also includes accurate and full communication to customers. *See e.g., AT & T Communications of Pa. v. Pa. PUC*, 568 A.2d 1362 (Pa. Cmwlth. 1990) (inaccurately quoting rates by customer service representatives is unjust and unreasonable); *Feingold v. Bell of Pennsylvania*, 383 A.2d 791 (Pa. 1977) (providing directory listings is a service); *Morrow v. Bell Telephone Co. of Pa.*, 479 A.2d 548 (Pa. Super. 1984) (assisting in customer deposit practices is a service); *Elkin v. Bell Telephone Co.*, 372 A.2d 1203 (Pa. Super. 1977), *aff'd*, 420 A.2d 371 (Pa. 1980) (rendering adequate directory assistance is a service); *see also Pa. PUC v.*

PPL Electric Utilities Corp, Docket No. M-2023-3038060 (Order entered May 16, 2024) (settlement of claims related to inadequate customer service practices). “Inappropriate and unreasonable treatment to customers can be interpreted as inadequate service...”
Barbara R. Lolly v. Duquesne Light Co., Docket No. C-2010-2167824 (Order entered May 9, 2011) (citing *Edward T. O’Toole v. Metropolitan Edison Co.*, Docket No. C-20030854 (Order entered May 9, 2005)). Quality customer service is expected of all regulated utilities. *Id.*

B. Initial Decision

In the Initial Decision, ALJ Arnold made twenty-eight (28) Findings of Fact and reached eleven (11) Conclusions of Law. I.D. at 4-8; 16-18. The Findings of Fact and Conclusions of Law are incorporated herein by reference and adopted without comment unless they are either expressly or by necessary implication rejected or modified by this Opinion and Order.

The ALJ noted that the Complainant raised several issues during the evidentiary hearing, including that: (1) CUPA did not provide Mr. Alston with notice of the 2023 base rate case proceeding; (2) the rates approved as a result of the 2023 base rate case proceeding did not match the rates originally proposed by the Company; and (3) Mr. Alston should not be charged the same amount for wastewater that he is being charged for water because he does not have a wastewater meter to measure his actual wastewater usage. I.D. at 11-14.

The ALJ found that the Complainant did not meet his burden of proving that CUPA failed to provide him with notice of the 2023 base rate case proceeding. The ALJ highlighted that the record evidence shows that CUPA provided Mr. Alston with notice of the 2023 base rate case proceeding and the available public input hearings, in

compliance with Section 1308(a) of the Code, 66 Pa.C.S. § 1308(a). I.D. at 13 (citing CUPA Exh. 1).

The ALJ explained that in the 2023 base rate case proceeding, the Commission approved a settlement between CUPA and the active parties to that proceeding, which resulted in an increase in the wastewater rates that was less than that initially proposed by the Company. Accordingly, the ALJ concluded that the Complainant's argument, that the rates approved through the 2023 base rate case should match the rates that were initially proposed, is without merit and must be rejected. I.D. at 13-14.

Further, the ALJ found that Mr. Alston failed to meet his burden of proof that CUPA's method of billing him for wastewater service was unreasonable. The ALJ explained that CUPA's tariff authorized the Company to transition unmetered, flat rate wastewater customers to metered rates based on the customer's water usage data. I.D. at 14.

The ALJ also found that Mr. Alston did not meet his burden of proving that CUPA provided him with unreasonable service with respect to his application for the Company's low-income assistance program. The ALJ cited to the testimony of CUPA's witness, Mr. Clark, regarding the history of Mr. Alston's attempts to apply for CUPA's low-income assistance program, which is outsourced to the Dollar Energy Fund (DEF). The ALJ explained that based upon this testimony, Mr. Alston's application is active and pending his submission of further documentation. I.D. at 15-16 (citing Tr. at 52-53). The ALJ also noted that the Company is willing to backdate Mr. Alston's eligibility for low-income rates to his application date of January 2025 if he completes his application and is eligible. *Id.* The ALJ stated that the record evidence showed that CUPA and the DEF made various attempts to return Mr. Alston's calls and to contact him. The ALJ noted that the record did not provide details of how long Mr. Alston was put on hold

during his phone calls with CUPA. The ALJ reasoned that the Code does not require that public utilities provide *perfect* service, but rather, affords that public utilities provide *reasonable* service. I.D. at 16.

C. Exceptions and Reply Exceptions

1. Exceptions⁷

As previously noted, Mr. Alston filed timely exceptions on September 22, 2025, which consist of one typed page. Therein, Mr. Alston refers to various disputes in the instant proceeding. Mr. Alston repeats his argument from his Complaint and the evidentiary hearing that he did not receive notice of the 2023 base rate case and CUPA's rate increase for wastewater service. The Complainant also restates his argument from his Complaint and the evidentiary hearing that the proposed rates from the Company's notice in the 2023 base rate case proceeding (January 2024 Notice) do not match the rates he was charged. Mr. Alston provides that his bill increased from \$74.73 in July 2024 to \$338.57 in August 2024, which is not the monthly rate of \$112.51 that he expected, based upon the information contained in the January 2024 Notice. Exc. at 1.

Mr. Alston disagrees with a statement in the Initial Decision regarding the ALJ's citation to Section 1308(a) of the Code, 66 Pa.C.S. § 1308(a), which he paraphrases to mean that: “[t]he Commission can Allow a Utility Company to Bypass Notifications, and Make Rate increases and changes in special circumstances [sic] I

⁷ 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 finding of fact and conclusions of law to which exception is taken, and cite to the relevant pages of the Initial Decision. Nevertheless, particularly because the Complainant is appearing *pro se*, we will accept the Exceptions as filed pursuant to Section 1.2(a) of our Regulations, 52 Pa. Code § 1.2(a), in order to secure a just, speedy, and economical determination.

Definitely want to know why I'm the Special Circumstances..." Mr. Alston further contends that he was not afforded due process related to his increase in rates. Exc. at 1.

2. Reply Exceptions

In its Reply Exceptions, CUPA contends that Mr. Alston's arguments in his Exceptions relate solely to his alleged lack of notice of the Company's most recent base rate increase, *i.e.* the 2023 base rate case. CUPA argues that Mr. Alston's Exceptions should be denied because the record conclusively demonstrates that the Company provided the required notices, and the Complainant failed "to contend with any of the record evidence." R. Exc. at 3-4. Additionally, CUPA avers that the Exceptions should be denied because Mr. Alston failed to follow procedural requirements for exceptions, as set forth in 52 Pa. Code § 5.533. *Id.* at 4-5.

D. Disposition

We note that any argument or Exception not specifically delineated shall be deemed to be considered and denied without further discussion or consideration. The Commission is not required to consider expressly, or at length, each contention or argument made 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).

We first address the Complainant's argument that he was not provided notice of CUPA's 2023 rate increase, and we find that the record supports the ALJ's determination that CUPA provided the Complainant with the requisite notice. CUPA's witness, Mr. Clark, testified that the Company mailed individual notices of the 2023 base rate case to their customers as bill inserts. I.D. at 5, FOF No. 5 (citing Tr. at 46). Mr. Clark further testified that CUPA provided its customers with a Notice of Proposed

Rate Changes letter that explained that CUPA filed a request with the Commission to increase its water and wastewater rates, effective January 9, 2024. I.D. at 5, FOF No. 8 (citing Alston Exh. 1 at 1-2).

While Mr. Alston testified that he did not receive an individual notice, he stated that CUPA had provided the notice to Mr. Alston's community office. Tr. at 10.

We find no error with the ALJ's finding that the record evidence shows that CUPA provided Mr. Alston with notice of the Company's 2023 base rate case proceeding, in accordance with Section 1308(a) of the Code, 66 Pa.C.S. § 1308(a). Our review of CUPA's 2023 base rate case reveals that at the outset of that case, Ms. Renee Fulmer, a Billing Services Specialist, submitted a verified statement on behalf of CUPA indicating that on November 7, 2023, CUPA's Notices of Proposed Rates Changes were delivered to the post office for mailing to all CUPA's customers. *See CUPA 2023 Base Rate Case, General Base Rate Filing and Request for Consolidation of Proceedings* at 920-21 (November 9, 2023).⁸ As the ALJ stated, the notice that CUPA provided to Mr. Alston explained what was proposed by the Company in the 2023 base rate case proceeding and how Mr. Alston could participate in the proceeding. Additionally, the record evidence showed that CUPA provided Mr. Alston with notice of the public input hearings that were held in the proceeding. We agree with the ALJ that Mr. Alston failed to show that CUPA violated the Code, a Commission regulation, or a Commission order regarding the notice provided to him in CUPA's 2023 base rate case proceeding. I.D. at 13.

⁸ Consistent with our Regulations governing the requisite notice that utilities must provide when they are proposing a general rate increase within the meaning of 66 Pa.C.S. § 1308(d), the utilities must, *inter alia*, file an affidavit with the Commission confirming that all applicable notice requirements have been met. 52 Pa. Code § 53.45(h). As Ms. Fulmer's verification of customer notice mailing was made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities, we find it sufficient to confirm CUPA's compliance with 52 Pa. Code § 53.45(h).

Next, we turn to Mr. Alston's dispute of his wastewater charges.

Mr. Alston contends that his CUPA wastewater bill increased from \$74.73 in July 2024 to \$338.57 in August 2024, which is not the \$112.51 rate he expected, based upon the information contained in the January 2024 Notice. Exc. at 1. At the outset, although Mr. Alston argues that the rate in CUPA's January 2024 Notice of Proposed Rate Changes does not match the rate he is being charged, we note that the notice is in the format required by the Commission's Regulations at 52 Pa. Code § 53.45, *Notice of new tariffs and tariff changes*. See Exc. at 1; 52 Pa. Code § 53.45. Importantly, and as required by our Regulation at 52 Pa. Code § 53.45, we note that CUPA's January 2024 Notice of Proposed Rate Changes, *inter alia*, contained the following language demonstrating that CUPA's projected rate increases were subject to change by the Commission: "The [Commission] may change the amount of the rate increase or decrease requested by the utility for each customer class. As a result, the rate charged to you may be different than the rate requested by the company and shown above." Alston Exh. 1 at 1; 52 Pa. Code § 53.45. Moreover, as the ALJ explained, when the Commission approved the settlement reached between CUPA and the active parties to the 2023 base rate case proceeding, the rate increases projected in CUPA's January 2024 Notice of Proposed Rate Changes were modified by the Commission. See, I.D. at 12-13 (citing CUPA Exhibit No. 1).

From our review of the record, it appears that Mr. Alston misread the notice and assumed that the notice meant that his flat rate charge for wastewater would increase to \$112.51. Rather, the notice stated that the rate would be \$112.51 for a customer using 3,400 gallons per month, and not that the flat rate had increased.

More specifically, the notice stated:

If the Company's entire wastewater request is approved, the total wastewater bill for a residential customer using 3,400

gallons would increase from \$74.73 to \$112.51 per month or by 50.55%.

Alston Exhibit 1 at 1.

As CUPA's witness, Mr. Clark, explained:

The intent of this [CUPA's January 2024 Notice of Proposed Rate Changes] was to do an average bill per customer. So it stated, if the request were approved, the total wastewater bill for a residential customer using 3,400 gallons would increase from \$74.73 to \$112.51. So that's only for someone that was using 3,400 gallons, and it's only for someone -- or it's only if the rate case or rate increase was approved as submitted. So if you use 7,000 gallons, I would say a 3,400-gallon average would not be the same cost per month.

Tr. at 72.

We agree with the ALJ that the Commission's Opinion and Order entered in CUPA's 2023 base rate case authorized CUPA to transition its unmetered, flat rate wastewater customers to metered rates based on the customers' water usage. As a result, Mr. Alston's CUPA wastewater rate was changed from a flat rate to a volumetric rate that is in accordance with a Commission-approved tariff. *See* I.D. at 14. We also agree with the ALJ's finding that Mr. Alston has not met his burden of proof that the facts and circumstances leading to the creation of CUPA's tariff provisions implementing its new billing method have changed so drastically as to render the application of the tariff

provisions unreasonable.⁹ See I.D. at 14 (citing *Shenango Township Board of Supervisors v. Pa. PUC*, 686 A.2d 910 (Pa. Cmwlth. 1996)).

Mr. Alston should not have reasonably expected to pay a monthly rate of \$112.51 or less for his wastewater service, as he is no longer being billed at a flat rate for wastewater service. Rather, CUPA's approved tariff permits the Company to bill the Complainant for wastewater service according to his actual water usage. Additionally, according to a June 30, 2017 bill that Mr. Alston attached to his Complaint, Mr. Alston's water usage was approximately 6,600 gallon per month, or nearly twice the monthly usage of 3,400 gallons by an average customer, as explained in CUPA's 2024 Notice of Proposed Rate Changes. See Complaint at 10. Accordingly, we find no issue with the rate Mr. Alston was charged and shall deny the Complainant's Exceptions regarding the wastewater rate he is being charged.

Next, although not included in Mr. Alston's Exceptions, we note the record evidence that CUPA has stated that it is willing to backdate Mr. Alston's eligibility for

⁹ In his Complaint, Mr. Alston argued that he should be refunded for any wastewater charges, as he does not have a wastewater meter. Complaint at 2-3. We note that the Commission has considered a similar wastewater meter issue in *Bret Pfaff v. Community Utilities of Pennsylvania, Inc.*, Docket No C-2025-3053638 (Final Order entered December 18, 2025) (*Pfaff*). In *Pfaff*, the complainant contended that he was charged for wastewater services for water that came into his home but was used for irrigation, and therefore, did not enter CUPA's wastewater system for treatment. We note that although CUPA's billing is in compliance with its tariff, given the numerous complaints that the Commission has received regarding CUPA's wastewater billing methodology, the Company is encouraged to consider addressing these compounding complaints by filing and obtaining approval for a deduct meter tariff from the Commission. By way of further context, deduct meters are secondary meters owned and installed by customers to receive a wastewater billing deduction for the measured water consumption that is used but does not enter the Company's wastewater system. See also *Richard S. Marotto v. Aqua Pennsylvania Wastewater, Inc.*, Docket No. F-2024-3048888 (Final Order entered May 8, 2025); *Jason Showers v. Community Utilities of Pennsylvania, Inc.*, Docket No. C-2025-3052795 (Final Order entered October 9, 2025).

low-income assistance to January 2025 if Mr. Alston completes his application and is found to be eligible. *See* I.D. at 16 (citing Tr. at 52-53). CUPA witness, Mr. Clark, testified that CUPA simplified the website address that Mr. Alston had used when he initially attempted to apply for the Company's low-income assistance program and was unable to reach the low-income rate application page. I.D. at 16 (citing Tr. at 48). If Mr. Alston completes his application for low-income assistance and is found to be eligible, we encourage CUPA to honor its commitment to allow Mr. Alston to backdate his eligibility for low-income rates to January 2025. Furthermore, given Mr. Alston's confusion regarding the interplay between CUPA and the DEF, and his difficulty in accessing CUPA's website, we further encourage CUPA to reverse any late payment charges that Mr. Alston may have incurred since January 2025, that he would otherwise not have incurred if he had been enrolled in the low-income assistance program. *See* Tr. at 48-52, 62, 65-66's.

Finally, we shall address Mr. Alston's argument that he was not afforded due process. Exc. at 1. As an administrative agency of the Commonwealth, the Commission is required to provide due process to the parties appearing before it. *Schneider v. Pa. PUC*, 479 A.2d 10, 15 (Pa. Cmwlth. 1984) (*Schneider*) (citing *Fusaro v. Pa. PUC*, 382 A.2d 794 (Pa. Cmwlth. 1978)). Due process is satisfied when the parties are afforded notice and the opportunity to appear and be heard. *Schneider*, 479 A.2d at 15 (Pa. Cmwlth. 1984) (citing *Township of Middleton v. The Institute District of the County of Delaware*, 293 A.2d 885 (Pa. Cmwlth. 1972), *aff'd* 450 Pa. 282, 299 A.2d 599 (Pa. Cmwlth. 1973)). The fundamental requirement of due process is the opportunity to be heard at a meaningful time and in a meaningful manner. *Montefiore Hospital Ass'n of Western Pennsylvania v. Pa. PUC*, 421 A.2d 481, 484 (Pa. Cmwlth. 1980). Mr. Alston filed the instant Complaint, participated in a hearing, and filed Exceptions. Accordingly, we find that Mr. Alston has been afforded due process. Therefore, we shall deny Mr. Alston's Exceptions regarding due process.

III. Conclusion

Based on the foregoing discussion and our review of the Initial Decision, Exceptions, and the record in this proceeding, we shall deny the Exceptions filed by LeRon Alston, and adopt the Initial Decision, issued on September 3, 2025, consistent with this Opinion and Order; **THEREFORE,**

IT IS ORDERED:

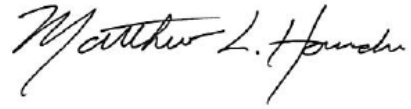
1. That the Exceptions of LeRon Alston, filed on September 22, 2025, to the Initial Decision of Administrative Law Judge Alphonso Arnold III, issued on September 3, 2025 at Docket No. F-2025-3052978, are denied, consistent with this Opinion and Order.

2. That the Initial Decision of Administrative Law Judge Alphonso Arnold III, issued on September 3, 2025 at Docket No. F-2025-3052978, is adopted, consistent with this Opinion and Order.

3. That the Formal Complaint filed by LeRon Alston on January 16, 2025, against Community Utilities of Pennsylvania Inc., at Docket No. F-2025-3052978, is dismissed, consistent with this Opinion and Order.

4. That this proceeding at Docket No. F-2025-3052978 be marked closed.

BY THE COMMISSION,

A handwritten signature in black ink, reading "Matthew L. Homsher". The signature is written in a cursive style with a large initial "M".

Matthew L. Homsher
Secretary

(SEAL)

ORDER ADOPTED: January 29, 2026

ORDER ENTERED: January 29, 2026