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February 12, 2026

Via Electronic Filing

Matthew L. Homsher, Secretary
Pa. Public Utility Commission
400 North Street
Harrisburg, PA 17120

RE: Tirlochan S. Walia v. The Pittsburgh Water and Sewer Authority;
Docket No. F-2022-3032572

Dear Secretary Homsher:

Enclosed for electronic filing please find The Pittsburgh Water and Sewer Authority's ("Pittsburgh Water") Reply to Exceptions in the above-referenced matter. Copies to be served in accordance with the attached Certificate of Service.

Sincerely,

/s/ Lauren M. Burge

Lauren M. Burge

Enclosures

cc: Certificate of Service w/enc.
Ra-OSA@pa.gov w/enc.

CERTIFICATE OF SERVICE

I hereby certify that this day I served a copy of the enclosed **Reply to Exceptions** upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code Section 1.54.

Via First Class Mail

Tirlochan S. Walia
100 Denniston Street, Apt. 232
Pittsburgh, PA 15206

Via Email

Hon. Emily I. DeVoe
Office of Administrative Law Judge
Pennsylvania Public Utility Commission
301 5th Avenue, Suite 220
Pittsburgh, PA 15222
edevoe@pa.gov

Date: February 12, 2026

/s/ Lauren M. Burge

Lauren M. Burge, Esquire

*Counsel for
The Pittsburgh Water and Sewer Authority
d/b/a Pittsburgh Water*

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Tirlochan S. Walia,	:	
Complainant,	:	
	:	
v.	:	Docket No. F-2022-3032572
	:	
The Pittsburgh Water and Sewer Authority,	:	
Respondent.	:	

**THE PITTSBURGH WATER AND SEWER
AUTHORITY’S REPLY TO EXCEPTIONS**

I. INTRODUCTION

Tirlochan Walia (“Complainant”) filed a Formal Complaint against The Pittsburgh Water and Sewer Authority d/b/a Pittsburgh Water (“Pittsburgh Water”) challenging Pittsburgh Water’s practice of billing in 1,000 gallon increments.¹ Pursuant to the Commission’s Order entered April 20, 2023 (“April 2023 Order”) this matter was remanded to the Office of Administrative Law Judge for additional hearings to address how Pittsburgh Water’s practice of billing in 1,000-gallon increments is consistent with its Commission-approved tariff, and whether Mr. Walia’s bills – and specifically his November 18, 2021 and February 17, 2022 bills – were calculated consistent with Pittsburgh Water’s tariff.

In additional hearings held on November 30, 2023 and September 11, 2025,² Pittsburgh Water presented detailed testimony explaining in-depth how its customer bills are calculated, how these calculations are made in compliance with its tariff, how Mr. Walia’s specific bills were

¹ Mr. Walia’s original complaint also challenged the varying length of Pittsburgh Water’s billing periods, but this claim was later dismissed by the Interim Order dated August 3, 2022.

² A detailed procedural history of this matter is included in Pittsburgh Water’s Main Brief dated Oct. 2, 2025, and in the Initial Decision dated January 12, 2026.

calculated, and how Mr. Walia's bills were consistent with the tariff. The record evidence in this proceeding clearly demonstrates that the Complainant was billed correctly and in compliance with the tariff. The record also shows that Pittsburgh Water's bill calculation method itself complies with the tariff and is further based on industry standard practices. Notably, Pittsburgh Water's tariff and customer bills have recently been reviewed in great detail in various proceedings since it first became subject to Commission jurisdiction in 2018, including through a Compliance Plan proceeding and in various base rate cases. Pittsburgh Water's billing practices and Mr. Walia's bills specifically are in compliance with Pittsburgh Water's tariff as approved by the Commission and Commission orders and regulations.

After hearings concluded, the Complainant filed a "Closing Statement" dated September 22, 2025, and Pittsburgh Water filed a Main Brief on October 2, 2025. The Complainant then filed a Reply Brief dated October 15, 2025, and Pittsburgh Water filed a Letter in Lieu of Reply Brief on October 16, 2025.

On January 12, 2026, Administrative Law Judge Emily I. DeVoe ("ALJ") issued an Initial Decision ("Initial Decision" or "ID") which denied the Complaint. The ALJ found that the Complainant failed to present substantial evidence that Pittsburgh Water did not bill him consistent with its Commission-approved tariff, that the approved tariff is no longer reasonable, or that the existing tariff was applied to the Complainant unreasonably.³

On January 21, 2026, the Complainant filed Exceptions to the Initial Decision, including an "Appendix" and "ENCLSR" attached to the Exceptions.⁴ On January 28, 2026, the Commission issued a Secretarial Letter enclosing a copy of the Complainant's letter.

³ See ID at 29.

⁴ The following replies to the Complainant's Exceptions reference the main "Exceptions" document but also respond to corresponding issues raised in the "Appendix" and "ENCLSR."

Pursuant to 52 Pa. Code § 5.535 and the Secretarial Letters dated January 12, 2026 and January 28, 2026, Pittsburgh Water submits the following replies to the Complainant’s Exceptions. Pittsburgh Water respectfully requests that the Commission deny the Complainant’s Exceptions, adopt the recommendations in the Initial Decision, and dismiss the Complaint in its entirety.

II. REPLIES TO EXCEPTIONS

A. Reply to Exception A – Compliance with Pittsburgh Water’s Tariff

The Complainant’s first Exception (including subparts (1) and (2)) disputes the ID’s finding that Pittsburgh Water billed the Complainant consistent with its Commission-approved tariff, as he believes this finding is unsupported. The Complainant cites the Commission’s prior Orders in this matter in support of his position.

The Initial Decision correctly finds that Pittsburgh Water billed the Complainant consistent with its Commission-approved tariff, and specifically that Mr. Walia’s November 18, 2021 and February 17, 2022 bills were correct as rendered.⁵ The Exception claims that the ID’s finding on this point “has no textual or logical basis,” but in fact, the Initial Decision includes a lengthy discussion explaining the billing calculations and how those calculations are consistent with Pittsburgh Water’s tariff.⁶ This detailed discussion includes numerous citations to the evidentiary record developed over the course of three evidentiary hearings. As such, the ID is clearly supported by substantial evidence in the record.

Pittsburgh Water’s October 2, 2025 Main Brief also includes detailed discussion of how Pittsburgh Water’s billing method is consistent with its tariff, as well as a step-by-step explanation of how the Complainant’s November 18, 2021 and February 17, 2022 bills were calculated in

⁵ See ID at 22, 29.

⁶ ID at 22-29.

compliance with the tariff. Pittsburgh Water incorporates its Main Brief herein by reference for the sake of brevity, but in summary, Pittsburgh Water currently bills customers for a minimum charge each month which includes a “minimum allowance” of the first 1,000 gallons of usage.⁷ This minimum charge is assessed each month, and the customer is then billed a consumption or volumetric charge for each 1,000 gallons of usage over and above the minimum allowance. Importantly, Pittsburgh Water only bills for a 1,000-gallon increment when the meter reaches the next 1,000-gallon reading.

This billing method is consistent with Pittsburgh Water’s tariff as approved by the Commission.⁸ Part I, Section A, Paragraph 1 of the tariff describes the minimum charge. For a residential customer with a typical 5/8” meter, the tariff shows that the minimum charge includes a usage allowance of 1,000 gallons. Additionally, the minimum charge is described in the tariff as a “per month rate.”⁹ In other words, the minimum charge is assessed each and every month and includes the first 1,000 gallons of usage.

Part I, Section A, Paragraph 2 of the tariff describes the consumption charge. The consumption charge is described in the tariff as a “Rate per 1000 Gals.” that “will apply for each 1,000 gallons above the Minimum Gallons for each meter size.”¹⁰ In other words, this rate is applied per thousand gallons consumed beyond the initial 1,000-gallon minimum usage allowance.

⁷ Pittsburgh Water has proposed as part of its currently pending rate case to replace the “minimum charge” with a “service charge,” which will no longer include a minimum allowance. Tr. 167-169; *see also* Pittsburgh Water MB at 13-14.

⁸ *See* Pittsburgh Water Exhibit 3.

⁹ Pittsburgh Water Exhibit 3; Pittsburgh Water Tariff Water – Pa. P.U.C. No. 1 at Page No. 8, *available at* <https://www.pgh2o.com/about-us/rules-regulations>. *See also* Tr. 88-89, 171.

¹⁰ Pittsburgh Water Exhibit 3; Pittsburgh Water Tariff Water – Pa. P.U.C. No. 1 at Page No. 8, *available at* <https://www.pgh2o.com/about-us/rules-regulations>. *See also* Tr. 89-90, 172.

This rate is not necessarily applied each month but is only applied per thousand gallons after the minimum allowance.

Based on this tariff language, Pittsburgh Water is billing in accordance with its Commission-approved tariff by billing customers in 1,000-gallon increments, including the minimum usage based on the customer's meter size each month, and then the volumetric or consumption charge for usage above that minimum allowance.¹¹

In addition to its obligation to comply with the tariff, Pittsburgh Water is not able to bill for increments of less than 1,000 gallons due to technical limitations with thousands of older meters in its service territory which can only record usage in thousands of gallons.¹² Further, any other method of calculating the customer bill in thousands of gallons would result in under- or over-billing customers, which would be unfair to both Pittsburgh Water and its customers, and inconsistent with the Public Utility Code.¹³ The practice of billing in 1,000-gallon increments is also an industry standard practice, and variety of water utilities regulated by the Commission bill in 1,000-gallon increments for some or all customers.¹⁴

The Complainant's Exception also cites the Commission's prior Orders issued on April 20, 2023 and June 15, 2023 in this proceeding, but Mr. Walia takes these Orders out of context. These were not final orders; rather, the Orders remanded this matter back to the Office of Administrative Law Judge for clarification and/or the receipt of additional evidence. The ID properly explains why Mr. Walia's bills were correct as issued and consistent with Pittsburgh Water's tariff, as fully supported by the record in this proceeding – including testimony from two additional hearings on

¹¹ See Tr. 90, 172-173.

¹² ID at 22; Tr. 83-84, 151-152; *see also* Pittsburgh Water MB at 12.

¹³ See Tr. 90-91; Pittsburgh Water MB at 13.

¹⁴ See Tr. 76, 84, 91, 149, 152, 168; *see also* Pittsburgh Water MB at 12.

remand, and as discussed in detail in Pittsburgh Water’s Main Brief. The ID fully addresses the specific items that the April 2023 and June 2023 Orders required be addressed on remand and again finds that Pittsburgh Water correctly billed the Complainant consistent with its approved tariff.

As referenced by the ALJ in the Initial Decision, Pennsylvania courts have repeatedly held that tariff provisions that have been properly submitted to and approved by the Commission are *prima facie* reasonable.¹⁵ Further, the ALJ appropriately reflected that “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.”¹⁶ In addition, the Commission’s decision 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.¹⁷ A customer cannot establish a case merely by stating his or her personal beliefs, since assertions, personal opinions or perceptions do not constitute evidence.¹⁸

For the reasons discussed above and in the ID, the Complainant has failed to meet his burden of proof. Therefore, Complainant’s Exception A must be denied, and the Initial Decision should be adopted.

B. Reply to Exceptions B and C – Compliance with Section 1303

¹⁵ ID at 19.

¹⁶ ID at 19.

¹⁷ *Norfolk and Western Railway Co. v. PUC*, 489 Pa. 109, 413 A.2d 1037 (1980).

¹⁸ *Pennsylvania Bureau of Corrections v. City of Pittsburgh*, 532 A.2d 12 (Pa. 1987).

The Complainant's Exceptions B and C allege that Pittsburgh Water has violated Section 1303 of the Public Utility Code¹⁹ by failing to adhere to its Commission-approved water tariff, and request that the Commission enforce Section 1303.

Section 1303 requires that utilities comply with their tariff(s) as approved by the Commission and provides that utilities may not charge customers a rate that differs from the rate specified in the tariff. The record evidence in this proceeding clearly demonstrates that Pittsburgh Water has complied with its tariff and there has been no violation of Section 1303. The ID correctly found that Pittsburgh Water's practice of billing in 1,000-gallon increments is consistent with its Commission-approved tariff, and that the Complainant's specific bills were also calculated in accordance with the tariff. This is also addressed above in response to Exception A.

As such, Exceptions B and C should be denied, and the Initial Decision should be adopted.

C. Reply to Exception D – “My Water Usage” Section of Pittsburgh Water’s Bills

In Exception D, the Complainant argues that the Commission should “proscribe [Pittsburgh Water] from publishing ‘My Water Usage’ section of the monthly billings” because he believes that information in that section of the bill is misleading. This Exception should be denied.

As an initial matter, the format and presentation of information on Pittsburgh Water's customer bills was not one of the limited issues that the Commission directed to be addressed on remand in this matter. Additionally, Mr. Walia did not raise this bill presentation issue in his Complaint, Main Brief or “Closing Statement,” or Reply Brief, and it cannot be raised at this late stage. Pittsburgh Water further submits that its bills and bill format have been closely reviewed and approved as part of its Compliance Plan proceeding²⁰ and in various base rate cases, including

¹⁹ 66 Pa. C.S. § 1303.

²⁰ See Docket Nos. M-2018-2640802 and M-2018-2640803.

by the Commission’s Bureau of Consumer Services, the Office of Consumer Advocate, Pittsburgh United, and other interested parties.²¹

Pittsburgh Water denies that the information in this section of the bill is in any way inaccurate or misleading. The Complainant’s Exception does not point to record evidence establishing that this information is misleading as he claims. The limited testimony on this topic shows that Pittsburgh Water displays consumption in 1,000 gallon increments consistent with its tariff, and because many meters in its service territory cannot register usage in increments less than 1,000 gallons.²² Mr. Walia has also been informed that detailed consumption information is available on Pittsburgh Water’s website.²³ Mr. Walia is clearly aware that detailed meter readings are available online, as he attached a printout of such readings to his original Complaint.

Therefore, the Complainant’s Exception must be denied, and the Initial Decision should be adopted.

D. Reply to Exception E – Pittsburgh Water Exhibit 9

The Complainant’s Exception E that Pittsburgh Water Exhibit 9 is “a stripped down version of [his] November 2021 and February 2022 bills” that have been “stripped of incriminating data details” should be denied.

Pittsburgh Water’s Exhibit 9 shows meter reading information. It was presented during the November 30, 2023 evidentiary hearing and admitted to the record at that time. At the hearing, the ALJ specifically asked the Complainant if he had any objection to the admission of Pittsburgh Water’s Exhibit 9 into the record, and he responded that he did not object.²⁴ Complete

²¹ Tr. 168; Pittsburgh Water MB at 12-13.

²² Tr. 56-57.

²³ Tr. 57.

²⁴ Tr. 133-134.

copies of the Complainant's November 2021 and February 2022 bills are also in the record as Pittsburgh Water Exhibits 4 and 5, respectively. The Exception does not claim that the information in Exhibit 9 is in any way inconsistent with other record evidence. The Exception raises an untimely objection to an exhibit that must be rejected and ignores other evidence that is already in the record.

As such, this Exception should be denied, and the Initial Decision should be adopted.

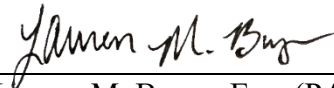
E. Reply to Exception F – Alleged “Perjury”

Exception F includes vague allegations of perjury by Pittsburgh Water. Pittsburgh Water strongly denies these unsupported allegations of “perjury” which are clearly not supported by the record in this proceeding. Simply because the Complainant does not agree with Pittsburgh Water's position does not mean that Pittsburgh Water has committed “perjury.” Exception E should be disregarded and the Initial Decision should be adopted.

III. CONCLUSION

Therefore, for the reasons discussed above, Pittsburgh Water respectfully requests that the Commission deny the Complainant's Exceptions and adopt the recommendations in the Initial Decision.

Respectfully submitted,



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Dated: February 12, 2026

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