

PENNSYLVANIA PUBLIC UTILITY COMMISSION
Harrisburg, Pennsylvania 17120

Pamela Zelaya
v.
The York Water Company

Public Meeting held February 19, 2026
3053457-OSA
Docket No. F-2025-3053457

JOINT MOTION OF COMMISSIONER RALPH V. YANORA and
JOHN F. COLEMAN, JR.

Before the Commission for consideration and disposition are the Exceptions filed by The York Water Company (York Water or the Company) on October 14, 2025, to the Initial Decision (I.D.) of Special Agent Michael J. Mroczka (Special Agent) issued on September 23, 2025, in the above-captioned matter. The I.D. sustains the Formal Complaint (Complaint) filed by Pamela Zelaya (Ms. Zelaya or the Complainant) on September 23, 2025, against York Water alleging incorrect charges on her bill because the first three bills she received were too high.¹

By way of background, Ms. Zelaya began receiving water and wastewater service from York Water in her name, effective June 18, 2024. The account at the service address was in the name of the home builder for less than three weeks prior to the account being placed in Ms. Zelaya's name. The builder installed sod at the service address prior to the closing date of June 18, 2024, and Ms. Zelaya noticed that sprinklers were watering the sod when she visited the property before closing. Prior to placing the account in the Complainant's name, York Water read the meter at the property. Ms. Zelaya moved into the property eight days after opening her water account, and she was unable to use much water for a period of time after moving in due to plumbing issues. The Complainant did not know if the builder continued to water the lawn between June 18, 2024, and June 26, 2024.

Ms. Zelaya received her first bill from York Water for service rendered between June 18, 2024, and July 24, 2024, in the amount of \$119, which was based on estimated residential usage of 2,500 gallons for the meter reading date of July 24, 2024. Her next bill from York Water, for an actual meter reading on August 26, 2024, was issued for the use of 69,600 gallons, in the amount of \$1,698, which included water used since June 18, 2024, that was not previously accounted for in the first, estimated bill. Ms. Zelaya's third bill from York Water, for service rendered from August 26, 2024, through September 24, 2024, was for 5,800 gallons of water used and in the amount of \$185.61. Subsequently, the water usage at the service address has been between 1,300 and 1,800 gallons per month.

In the I.D., the Special Agent found that Ms. Zelaya satisfied her burden of proving that she was overbilled by York Water. The Special Agent concluded that the Complainant presented a *prima facie* case of overbilling for the billing periods of June 18, 2024 – July 24, 2024, July 24, 2024 – August 26, 2024, and August 26, 2024 – September 24, 2024, and that York Water did

¹ Ms. Zelaya filed Reply Exceptions on October 24, 2025.

not present evidence to sufficiently rebut the Complainant's *prima facie* case. In addition, the Special Agent also found that York Water violated 52 Pa. Code § 56.12 because the Company did not offer a cause or exigent circumstances that required providing an estimated bill, nor provided any evidence that it was unable to gain access to the meter to obtain a reading. Accordingly, the Special Agent directed York Water to recalculate Ms. Zelaya's bills for the billing periods of June 18, 2024 – July 24, 2024, July 24, 2024 – August 26, 2024, and August 26, 2024 – September 24, 2024, using Ms. Zelaya's average usage after September 24, 2024, and to provide a refund to Ms. Zelaya for any additional amount that she already paid.

In its Exception No. 1, York Water argues that the Special Agent erroneously concluded that it overbilled Ms. Zelaya for water usage during the disputed billing periods because there is no evidence that the meter recorded water usage inaccurately. York Water states that the meter installed at Ms. Zelaya's newly constructed home was brand new. Further, York Water avers that, although the bills for July, August, and September of 2024 were higher than subsequent bills, this does not prove that Ms. Zelaya was overbilled for the disputed billing periods.

Even if Ms. Zelaya established a *prima facie* case for overbilling on her first three bills from York Water, we believe that York Water sufficiently rebutted Complainant's *prima facie* case. As York Water states in its Exception No. 1, the meter installed at Ms. Zelaya's property was brand new, and there is no evidence to suggest the meter is faulty or inaccurate.²

In addition, Ms. Zelaya has not alleged the bills rendered since September 2024 were inaccurate, and York Water testified at hearing that Ms. Zelaya's water bills rendered since September 2024 consistently showed relatively low, single-family residential monthly usage. Tr. at 42. Based on this, we agree with York Water that to accept the meter recorded usage inaccurately, the meter would have to be faulty for the disputed billing periods but somehow correct itself and start recording usage accurately for all subsequent billing periods. We believe it is unlikely that the meter corrected itself.

Further, York Water provided evidence to demonstrate that the home builder used 54,600 gallons of water from May 31, 2024, until June 18, 2024, at which time Ms. Zelaya started water service in her name. This usage equates to an average daily use of 3,033 gallons per day. As such, we agree with York Water that it is reasonable to conclude that the builder was using water to irrigate Complainant's lawn both before and after the account was placed in Ms. Zelaya's name, which contributed to higher water usage. This conclusion is consistent with the Ms. Zelaya's testimony that she "watered [her] shrubs" and that the "[lawn] was green when [she] moved in because it had just been installed three days before [her] settlement date, where the builder was watering the sod morning, noon, and night," as though "it was never turned off."³

² Ms. Zelaya testified that she "doesn't have any proof" that the meter failed to work properly. Ms. Zelaya also testified that she refused the company's offer to test her meter. Tr. at 28.

³ Ms. Zelaya further testified that she did not know "when they stopped watering it" because she was not there "to see" and did not think to "go check." Tr. at 16.

Tr. at 9; *see also* Tr. at 27, 30. As such, we believe that Exception No. 1 should be granted, and the Complaint should be dismissed in its entirety for failure to meet the burden of proof.⁴

In its Exception No. 2, York Water contends that the Commission should reverse the Special Agent's determination that York Water violated the requirements for estimated bills under 52 Pa. Code § 56.12 because Ms. Zelaya waived any argument about the Company's alleged noncompliance with those requirements, since she did not raise the issue in the Complaint, at the hearing, or in any post-hearing submission. Rather, York Water submits that the Special Agent raised this issue, *sua sponte*, denying the Company notice and an opportunity to respond to such allegations.

Because we find that York Water sufficiently rebutted Complainant's *prima facie* case, that Exception No. 1 should be granted, and that the Complaint should be dismissed in its entirety for failure to meet the burden of proof, Exception No. 2 need not be addressed.⁵

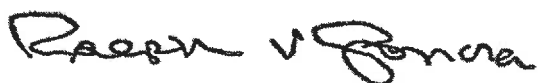
THEREFORE, WE MOVE:

1. That Exception No. 1 of The York Water Company, filed on October 14, 2025, to the Initial Decision of Special Agent Michael J. Mroczka, issued on September 23, 2025, at Docket No. F-2025-3053457, is granted, consistent with this Joint Motion.

2. That the Initial Decision of Special Agent Michael J. Mroczka, issued on September 23, 2025, at Docket No. F-2025-3053457, is reversed, consistent with this Joint Motion.

3. That the Formal Complaint of Pamela Zelaya, filed on September 23, 2025, at Docket No. F-2025-3053457, is dismissed, consistent with this Joint Motion.

4. That the Office of Special Assistants shall prepare an Opinion and Order consistent with this Joint Motion.



RALPH V. YANORA
COMMISSIONER



JOHN F. COLEMAN, JR.
COMMISSIONER

Date: February 19, 2026

⁴ Ms. Zelaya's concern over her first three water bills is understandable, especially a water bill in the amount of \$1,698.71. However, for the reasons set forth in this Joint Motion, the record before us supports the granting of York Water's Exception No. 1.

⁵ The Commission is not required to consider, expressly or at length, each contention or argument raised by the parties. *Consl. Rail Corp. v. Pa. PUC*, 625 A.2d 741 (Pa. Cmwlth. 1993); *see also, generally, Univ. of Pa. v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlth. 1984).