

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

Public Meeting held April 16, 2026

Commissioners Present:

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

Justin Henry

F-2025-3053872

v.

Columbia Water Company

OPINION AND ORDER

BY THE COMMISSION:

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions of Justin Henry (Mr. Henry or the Complainant), filed on October 17, 2025, and the Exceptions of Columbia Water Company (Columbia Water or the Respondent), filed on October 28, 2025, to the Initial Decision (I.D.) of Administrative Law Judge (ALJ) Emily A. Farren, which was issued on October 8, 2025, in the above-captioned proceeding. Reply Exceptions were filed by Columbia Water on November 5, 2025.

Upon consideration of the Exceptions and Replies thereto, we shall grant, in part, the Exceptions of Columbia Water, deny the Complainant's Exception, and modify the Initial Decision, consistent with this Opinion and Order.

I. History of Proceeding

On February 28, 2025, Mr. Henry filed a Formal Complaint (Complaint)¹ against Columbia Water. Mr. Henry checked the box "other" on the Formal Complaint form and explained as follows:

The decision was made to run a service line 260' from my house to a Columbia Water line. Since then, the customer at [the Complainant's Service Address] has suffered higher charges for a normal sized house because of the meter charges. 99.2% of all Columbia Water customers have a 5/8" meter, but because of the water main location at [the Complainant's Service Address] the customer is forced to pay elevated charges no matter how much water is used.

Complaint at 2. For relief, Mr. Henry requested "Columbia Water come up with a solution where I no longer pay more than what a 5/8 meter customer pays" and reimbursement of additional fees previously charged if the Commission determines the fees unjustified. *Id.* at 3.

On March 28, 2025, Columbia Water filed an Answer with New Matter to the Complaint. In its Answer, Columbia Water admitted, in part, and denied, in part, the allegations of the Complaint. Specifically, Columbia Water denied that: (1) charges on the Complainant's bill are related to the location of the water main; or (2) charges on the

¹ The Complaint is a timely appeal from an informal decision of the Commission's Bureau of Consumer Services (BCS), issued on February 27, 2025, at BCS No. 4037020, which dismissed the Complainant's informal complaint. A timely BCS appeal is subject to *de novo* review. I.D. at 1, n.1 (citing 52 Pa. Code § 56.173(a)).

Complainant's bill are related to a “normal sized house.” Answer at 1. Instead, Columbia Water averred that it bills the Complainant in conformity with its Commission approved tariff, *i.e.*, specific rates by meter size. *Id.* Columbia Water further asserted, by way of New Matter, that it cannot charge the Complainant a rate other than the rate specified in its tariff. *Id.* at 3. Columbia Water requested dismissal of the Complaint. *Id.* at 5. The Answer and New Matter contained a Notice to Plead for Mr. Henry to file a reply within 20 days of service. Mr. Henry did not file a reply to Columbia Water’s New Matter. I.D. at 3.

On March 28, 2025, Columbia Water also filed Preliminary Objections (P.O.) to the Complaint, seeking dismissal of the Complaint. Columbia Water alleged that the Complainant is not entitled to relief as a matter of law because Columbia Water is adhering to its tariff. P.O. at 2-4. A Notice to Plead within 10 days of service accompanied the Preliminary Objections, but Mr. Henry did not file a response. I.D. at 3.

On May 7, 2025, ALJ Farren issued an Interim Order denying Columbia Water’s Preliminary Objections and directed that an evidentiary hearing be scheduled. I.D. at 3.

The evidentiary hearing convened as scheduled on July 15, 2025. The Complainant appeared on his own behalf and offered testimony. The Complainant did not offer any exhibits at the hearing. Counsel appeared at the hearing on behalf of Columbia Water, along with one witness, Mr. David Lewis. Columbia Water submitted eight exhibits, CWC Exhs. 1-8, which were admitted into the record. I.D. at 3-4.

The record in this case, which consists of the above-referenced exhibits and a 43-page transcript, closed on July 21, 2025. I.D. at 4.

On October 8, 2025, the Commission issued ALJ Farren’s Initial Decision, wherein the ALJ sustained, in part, and dismissed, in part, Mr. Henry’s Complaint. I.D. at 1, 23.

As noted, *supra*, the Complainant filed Exceptions to the Initial Decision on October 17, 2025, and Columbia Water filed Exceptions to the Initial Decision on October 28, 2025. On November 5, 2025, Columbia Water filed Reply Exceptions to the Complainant’s Exception.

II. Background

The Complainant’s Service Address is a single-family dwelling occupied by two people. Tr. at 8-10. Columbia Water provides residential water service to the Service Address. The water meter installed at the Service Address is a 1-inch cast iron meter. *Id.* at 16-17; CWC Exhs. 1-2. According to Columbia Water’s billing practices, two of the charges – the monthly PennVEST surcharge and the monthly customer charge – on the Complainant’s water bills are based on the Complainant’s meter size. Tr. at 21-23; CWC Exh. 4. The Complainant disputed the amount/calculation of the monthly PennVEST surcharge and monthly customer charge. I.D. at 5.

III. Discussion

A. Legal Standards

1. Burden of Proof

As the proponent of a rule or order, the Complainant bears the burden of proof to establish that he is entitled to the relief being sought in this proceeding pursuant to Section 332(a) of the Public Utility Code (Code), 66 Pa.C.S. § 332(a). To establish a

sufficient case and satisfy the burden of proof, the Complainant must show that Columbia Water 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).

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 Complainants' 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). Additionally, this Commission's decision must be supported by substantial evidence in the record. 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).

Upon the presentation by a complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence, sometimes called the burden of persuasion, to rebut the evidence of the complainant shifts to the respondent. If the evidence presented by the respondent is of co-equal value or "weight," the burden of proof has not been satisfied. The complainant now has to provide some additional evidence to rebut that of the respondent. *Burleson v. Pa. PUC*, 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. PUC*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

2. Adequate, Efficient, Safe, and Reasonable Service

A public utility has a duty to furnish and maintain adequate, efficient, safe, and reasonable service and facilities. 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.

In addition, the Commonwealth Court has cautioned that the Commission may not sustain a complaint pursuant to Section 1501 of the Code unless it finds that a utility has violated a duty to render reasonable and reliable service. *W. Penn Power Co. v. Pa. PUC*, 478 A.2d 947 (Pa. Cmwlth. 1984). Further, the Commission has stated that a utility is not mandated to furnish perfect service:

[Section 1501] does not mandate perfect service nor must a public utility provide the best possible service. Most

certainly, a public utility is not a guarantor of either perfect service or the best possible service.

Re Metro. Edison Co., 80 Pa. P.U.C. 663, 672 (1993). However, a public utility is obligated to provide service that is reasonable and adequate. *Analytical Lab. Servs., Inc. v. Metro. Edison Co.*, Docket No. 20066608 (Order entered December 21, 2007). The requirement to render reasonable service applies to all aspects of a utility's service to customers. *Thurby v. W. Penn Power Co.*, Docket No. C-2011-2254048 (Final Order entered April 4, 2013).

The term "service" is defined broadly under Section 102 of the Code to include any and all acts done, 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).

3. Commission-Approved Tariffs

The Code requires that "every rate made, demanded or received by any public utility...shall be just and reasonable and in conformity with regulations and orders of the Commission." 66 Pa.C.S. § 1301. Columbia Water provides water utility service pursuant to Commission-approved tariffs. *See* 66 Pa.C.S. §§ 1302, 1303, 1304. A tariff is a set of operating rules imposed by the Commission that each utility must follow in order to provide service to its customers. *PPL Electric Utilities Corp. v. Pa. PUC*, 912 A.2d 386, 402 (Pa. Cmwlth. 2006) (*PPL Electric*). Tariff provisions that have been approved by the Commission are deemed *prima facie* reasonable. *Lynch v. Pa. PUC*, 594 A.2d 816, 819 (Pa. Cmwlth. 1991), *app. denied*, 605 A.2d 335 (Pa. 1992). Commission-approved public utility tariffs have the force and effect of law and are

binding on the public utility and its customers. *PPL Electric* (citing *Pennsylvania Electric Co. v. Pa. PUC*, 663 A.2d 281, 284 (Pa. Cmwlth. 1995) (*Pennsylvania Electric*)); see also *Brockway Glass Co. v. Pa. PUC*, 437 A.2d 1067 (Pa. Cmwlth. 1981); *Stiteler v. Bell Telephone Co.*, 379 A.2d 339, 341 (Pa. Cmwlth. 1977). Public utility tariffs must be applied consistent with their language. *Pennsylvania Electric* at 284. The Code mandates that no utility shall demand or receive a rate that is greater or less than that specified in its tariffs. 66 Pa.C.S. § 1303. Thus, a utility is required to charge its customers according to its Commission-approved tariff.

B. Initial Decision

In the Initial Decision, ALJ Farren made twenty-one (21) Findings of Fact and reached thirteen (13) Conclusions of Law. I.D. at 5-7, 20-23. 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.

As stated, *supra*, in the Initial Decision, the ALJ sustained, in part, and dismissed, in part, the Complaint. Specifically, the ALJ found that the Complainant met his burden of proving that Columbia Water violated the Code and its tariff in its calculation of the Complainant's PennVEST surcharge, and, therefore, sustained the Complaint as to the PennVEST surcharge calculation. The ALJ further found that the Complainant did not meet his burden of proving by a preponderance of the evidence that Columbia Water violated the Code, Commission Regulations, or a Commission Order, as to its calculation of the monthly customer charge, and, therefore, dismissed the Complaint regarding the monthly customer charge. I.D. at 1, 20, 23.

With respect to the PennVEST surcharge calculation, the ALJ found that Columbia Water's current PennVEST surcharge rate became effective on March 1, 2023.

I.D. at 13 (citing *The Columbia Water Company Supplement No. 117 To Tariff – Water Pa. P.U.C. No. 7*, Docket No. R-2022-3036936 (Order entered February 9, 2023) (*Supplement No. 117 Tariff Order*)).² The ALJ determined that an analysis regarding the PennVEST surcharge needed to be undertaken because the *Supplement No. 117 Tariff Order* did not conclude that the tariff supplement was lawful, just, and reasonable. See I.D. at 13-14 (citing *Supplement No. 117 Tariff Order* at 5). In doing so, the ALJ explained that Columbia Water’s PennVEST monthly surcharge is calculated, in part, based on Equivalent Dwelling Units (EDUs), a standard unit used across the water industry. I.D. at 13 (citing Tr. at 21-22; CWC Exh. 8 at 6). The ALJ further explained that, in sizing and constructing its water infrastructure, Columbia correlates a residential 1-inch meter with 2.5 EDUs. I.D. at 13 (citing Tr. at 22, 37). The ALJ noted that Columbia Water’s current PennVEST charge is \$9.69 per EDU; therefore, the Complainant’s PennVEST surcharge is \$24.23. [$\$9.69 \times 2.5 = \24.23]. I.D. (citing Tr. at 31; CWC Exhs. 4, 7).

The ALJ stated that, according to the *Supplement No. 117 Tariff Order* and the plain language of the resulting tariff supplement, EDUs are “determined from the Company’s Billing Records;” however, at the hearing, Columbia Water’s witness, Mr. Lewis, asserted that the PennVEST surcharge is based on meter size and tied to EDUs. The ALJ further stated that no evidence or testimony was provided that Columbia Water calculates the Complainant’s monthly PennVEST surcharge on current EDUs as determined from the Company’s billing records; rather, Mr. Lewis testified that the multiplier of 2.5 derived from the American Water Works Association (AWWA) and was submitted when Columbia Water filed its first PennVEST surcharge application. I.D. at 14-15 (citing Tr. at 37). The ALJ raised three discrepancies with the tariff

² The ALJ noted that, as of September 29, 2025, Columbia did not update its customer-facing tariff supplement at the second page, marked with an effective date of April 11, 2022. See I.D. at 13, n. 3. (citing *Columbia-Water-Company-FULL-TARIFF-TARIFF-Suppl.-132-DSIC-effective August-1-2025.pdf* (Accessed September 29, 2025)).

supplement's plain language verses Columbia Water's "in-practice" EDU determination: (1) an EDU represents the average demand created by a single-family dwelling unit on public utilities, particularly with respect to water and waste systems; (2) the Complainant's single-family dwelling, by definition of an EDU, represents one EDU; and (3) Columbia Water provided no usage history to suggest that the Complainant creates more than the average demand of a single-family dwelling unit on Columbia Water's system, or the equivalency of one EDU. I.D. at 15-16 (citing Tr. at 22; CWC Exh. 6).

The ALJ concluded that a review of Columbia Water's billing records failed to show any evidence that 2.5 EDUs should be used to calculate the Complainant's monthly PennVEST surcharge. I.D. at 16. By calculating the monthly PennVEST surcharge for the Complainant, a residential customer of a single-family dwelling, by multiplying \$9.69/EDU times 2.5 EDUs, the ALJ found that Columbia Water charged a rate different than its tariff supplement provides; therefore, providing unreasonable service in violation of 66 Pa.C.S. § 1501. *Id.* Having found that Columbia Water violated 66 Pa.C.S. § 1501, the ALJ determined that a refund of previously charged fees is due to the Complainant. Consequently, the ALJ concluded that the Complainant is owed a refund from Columbia Water for the difference of the PennVEST surcharge calculation at 2.5 EDUs and the PennVEST surcharge calculation at 1 EDU, with the period commencing on March 1, 2023, through the most recent bill that Columbia Water charged the Complainant \$24.23 instead of \$9.69, together with interest at the legal rate. I.D. at 16-18, 23 (citing 66 Pa.C.S. § 1312). Moreover, the ALJ directed that this same refund calculation method shall be applied to all of Columbia Water's customers subjected to a PennVEST surcharge rate based on anything other than the tariff supplement language, plus interest at the legal rate. I.D. at 18 (n. 4), 24.

Regarding the monthly customer charge, the ALJ explained that the Commission authorized Columbia Water's current rates, including the monthly customer charges, in Columbia Water's most recent base rate case. I.D. at 18 (citing *Pa. PUC v.*

Columbia Water Co., Docket No. R-2023-3040258 (Opinion and Order entered January 18, 2024)). As a result, Columbia Water’s tariff specifies that monthly customer charges are determined by meter size, and the monthly residential customer charge for a 1-inch meter is \$28.38. Tr. at 30; Columbia Exh. 4, Columbia Exh. 8 at 4.³ The ALJ found that Columbia Water demonstrated that its monthly customer charge for a 1-inch meter is \$28.38, that the Complainant’s residential water meter is a 1-inch meter, and, therefore, the Complainant’s monthly customer charge is \$28.38. Furthermore, the ALJ concluded that the Complainant did not introduce any evidence to rebut Columbia Water’s *prima facie* evidence as to the reasonableness of its monthly customer charge. Accordingly, the ALJ found that Columbia Water’s monthly customer charge, as applied to the Complainant, is not unreasonable. I.D. at 18.

Based upon the conclusion that the evidence at the hearing showed that Columbia Water failed to provide the Complainant with reasonable service by billing a PennVEST surcharge that was calculated differently than the plain language of Columbia Water’s tariff supplement, the ALJ reviewed the factors and standards at 52 Pa. Code § 69.1201 to be considered when evaluating whether, and to what extent, the imposition of a civil penalty is warranted. However, the ALJ concluded that, because she directed Columbia Water to issue a refund to the Complainant and all other patrons similarly situated, no civil penalty was warranted. I.D. at 19-20.

³ Columbia Water Exhibit 4 is a copy of the Complainant’s water bills. Columbia Water Exhibit 8 is a copy of the Company’s Tariff Supplement No. 130, effective February 5, 2025. In Tariff Supplement No. 30, Columbia Water increased its Distribution System Improvement Charge (DSIC) to 0.66%.

C. Exceptions and Reply Exceptions

1. Columbia Water's Exceptions

In its Exception No. 1, Columbia Water argues that its due process rights were violated. . In this regard, the Company submits that the ALJ erred in finding, *sua sponte*, that Columbia Water did not comply with the Company's PennVEST tariff provisions when it miscalculated the amount of the PennVEST surcharge because this issue was not raised in the Complaint. By doing so, Columbia Water avers that the ALJ's Initial Decision upended a Commission-approved settlement and years of Commission approvals of Columbia Water's PennVEST surcharge, and would require extensive recalculations, true-up charges, and an increase in the PennVEST surcharge for all customers. Columbia Water Exc. at 5-6.

Columbia Water asserts that its due process rights were violated because it was not put on notice to present evidence on matters that were not part of the Complaint and to justify how it calculated a surcharge that the Commission has already approved, as

to the method of calculation and amount, seven times. Columbia Water Exc. at 6-7.⁴ Columbia Water insists that, had it been on notice of this issue, the Company would have discussed the prior Commission orders that approved the form and calculation of the PennVEST surcharge, which specify and demonstrate that EDUs are based on AWWA meter equivalency ratios. *Id.* at 7.

Turning to Columbia Water's Exception No. 2, the Company contends that the Initial Decision of the ALJ was incorrect withholding that EDU, as used in the PennVEST surcharge formula, is not defined by AWWA meter equivalency ratios. Columbia Water argues that the Commission approved basing the number of EDUs on which the PennVEST surcharge is calculated using AWWA meter equivalency ratios seven times, beginning with the initiation of the surcharge in 2014. Columbia Water Exc. at 8; *see, n.3, supra*. Columbia Water avers that the PennVEST surcharge recovers a fixed principal and interest payment to PennVEST, regardless of the volumetric usage of customers; therefore, Columbia Water explains, the PennVEST surcharge is calculated and applied based on AWWA meter equivalency ratios because the infrastructure for which this surcharge is imposed must be sized to meet the demand the customer could

⁴ Citing *Pa. PUC et al. v. Columbia Water Co.*, Docket No. R-2014-2445660, Recommended Decision (R.D.) at 9 (R.D. issued June 22, 2015), *adopted without modification* (Order entered July 30, 2015) (collectively, the *CWC PennVEST Surcharge Order 1*); *Columbia Water Co. Supplement No. 79 to Tariff - Water Pa. P.U.C. No. 7*, Docket No. R-2014-2445660 (Order entered August 11, 2016) (*CWC PennVEST Surcharge Order 2*); *Columbia Water Co. Supplement No. 84 to Tariff - Water Pa. P.U.C. No. 7*, Docket No. R-2017-2588525 (Order entered March 16, 2017) (*CWC PennVEST Surcharge Order 3*); *Columbia Water Co. Supplement No. 98 To Tariff - Water Pa. P.U.C. No. 7*, Docket No. R-2019-3008417 (Order entered May 23, 2019) (*CWC PennVEST Surcharge Order 4*); *Columbia Water Company Supplement No. 105 To Tariff - Water Pa. P.U.C. No. 7*, Docket No. R-2020-3022302 (Order entered December 17, 2020) (*CWC PennVEST Surcharge Order 5*); *Columbia Water Company Supplement No. 108 To Tariff - Water Pa. P.U.C. No. 7*, Docket No. R-2021-3024192 (Order entered April 15, 2021) (*CWC PennVEST Surcharge Order 6*); *Columbia Water Company Supplement No. 117 To Tariff - Water Pa. P.U.C. No. 7*, Docket No. R-2021-3024192 (Order entered February 9, 2023) (*CWC PennVEST Surcharge Order 7*).

impose on the system. Furthermore, Columbia Water asserts that the ALJ's Initial Decision was also incorrect by failing to consider the seven prior Commission orders to find an EDU should be based on some other measure. Columbia Water Exc. at 8-9.

In its Exception No. 3, Columbia Water argues, that as set forth in the Initial Decision, the burden of proof was incorrectly shifted in this proceeding to require Columbia Water to prove that it is complying with its tariff even though the Complainant failed to present a *prima facie* case demonstrating that Columbia Water violated its tariff regarding the PennVEST surcharge. Columbia Water avers that the Complainant did not present any evidence to prove that Columbia Water miscalculated or misapplied its PennVEST surcharge. Columbia Water Exc. at 9-11.

Regarding Columbia Water's Exception No. 4, the Company contends that the Initial Decision was incorrect with the ALJ ordering a refund without providing a means for Columbia Water to collect the full amount of principal and interest due on its PennVEST loans from customers. Columbia Water also argues that the Initial Decision includes an incorrect AJ finding that the Company was not appropriately calculating the surcharge, and then further erred by failing to provide an avenue for the Company to fully collect the amount it requires every month. Columbia Water states that if EDU is defined as anything other than by meter size for purposes of applying the surcharge, then the entire surcharge must be recalculated or the Company will not be able to fully collect the amount it owes to PennVEST. Columbia Water Exc. at 11-12 (citing 35 P.S. § 751.14).

2. The Complainant's Exceptions

In his Exception, the Complainant challenges the time period for which refunds should be issued to him. Specifically, Mr. Henry argues that the reimbursement starting date should begin with the first bill he received from Columbia Water in 2018, rather than March 23, 2023. The Complainant avers that the PennVEST surcharge began

on July 30, 2015; therefore, he contends that the reimbursement period should start with his first bill received after he purchased the property on April 11, 2018, and continue for seven years. Complainant Exc. at 1-2.⁵

3. Columbia Water's Reply to the Complainant's Exception

In its Reply Exceptions, Columbia Water asserts that there is no basis upon which to find a violation or order refunds in this case. However, Columbia Water states that, should the Commission order refunds, which it maintains the Commission should not, the Code is clear that any refund period is limited at most to within four years prior to the date of the filing of the Complaint. Columbia Water R. Exc. at 1-2 (citing 66 Pa.C.S. § 1312(a)). Therefore, since the Complaint was filed on February 28, 2025, Columbia Water argues that refunds cannot be obtained for the period prior to February 28, 2021. Furthermore, Columbia Water argues that there is no evidence related to the calculation of the PennVEST surcharge prior to March 2023 in the record, and that the Complainant failed to meet his burden of proof to show that Columbia Water violated a Commission Order, Regulation, or the Code. Therefore, Columbia Water contends that there is no basis to order a refund of the PennVEST surcharge for any period, including the period prior to the March 2023 surcharge. *Id.* at 2-3.

⁵ Attached to the Complainant's Exceptions are several pages of billing history. As noted, *supra*, the Complainant did not offer any exhibits at the hearing. *See I.D.* at 3. Therefore, any attempt by the Complainant to introduce new evidence now, after the closing of the record in this proceeding, shall be denied, and we will decline to review such additional evidence because our Regulations do not provide for the introduction of new or additional evidence at the exceptions stage of a proceeding without good cause shown. 52 Pa. Code § 5.431(b); *see also Application of Apollo Gas Co.*, 81 Pa. PUC 475 (Opinion and Order entered February 10, 1994).

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).

With respect to Columbia Water's Exception No. 1, the Company contends that the Initial Decision, and thus the ALJ, violated the Company's due process rights by finding, *sua sponte*, that Columbia Water did not comply with its PennVEST tariff provision in calculating the amount of the PennVEST surcharge because Columbia Water was not on notice that it needed to put on evidence to justify how it calculated the PennVEST surcharge. We disagree. As a public utility in Pennsylvania, Columbia Water should be aware that it is subject to, and bound by, the Code, the Commission's Regulations and Orders, and its Commission-approved tariff. Furthermore, a review of the Complaint on its face suggests that Columbia Water's calculation of the PennVEST surcharge was an issue raised by the Complainant in this proceeding. *See* Complaint at 8. Moreover, Columbia Water offered testimony at hearing and introduced evidence to explain and support the amount and calculation of the PennVEST surcharge. *See* Tr. at 20-22; Columbia Water Exhs. 4, 6, 8.⁶

Based on the above, we conclude that Columbia Water's calculation of the PennVEST surcharge, as applied to the Complainant, was fairly and appropriately

⁶ Columbia Water Exhibit 6 is a copy of the Complainant's Informal Complaint with BCS. As previously noted, Columbia Water Exhibit 4 is a copy of the Complainant's water bills. Columbia Water Exhibit 8 is a copy of the Company's Tariff Supplement No. 130, effective February 5, 2025.

considered in this proceeding because it was raised by the Complainant and addressed by Columbia Water at the hearing. Therefore, Columbia Water cannot, and should not, be surprised that the ALJ addressed the issue in the Initial Decision. Accordingly, we conclude that Columbia Water was not denied due process because it had an opportunity to respond, and did respond, to the allegations regarding the PennVEST surcharge that were raised in the Complaint. Therefore, Columbia Water's Exception No. 1 will be denied.

Turning to Columbia Water's Exception No. 2, Columbia Water argues that the ALJ's holding in the Initial Decision that EDU, as used in the PennVEST surcharge, is not defined by AWWA meter equivalency. In the Initial Decision, the ALJ concluded that a review of Columbia Water's billing records failed to show any evidence that 2.5 EDUs should be used to calculate the Complainant's monthly PennVEST surcharge. Upon review of the record, the ALJ's Initial Decision, and the Exceptions thereto, we find that, consistent with the testimony of Columbia Water's witness, Mr. Lewis, the Commission has authorized Columbia Water's PennVEST Surcharge and methodology multiple times since its establishment in 2014, including the use of AWWA meter equivalency ratios to determine the value of EDUs to calculate the PennVEST Surcharge.

Since the development of Columbia Water's PennVEST surcharge in 2014, customers' EDUs are based on the size of the water meter, and the value for EDUs is determined by applying the AWWA meter equivalency ratios to the size and number of water for customers. In Exhibit No. 2-1 of Columbia Water's proposed tariff Supplement No. 68 to Tariff – Water Pa. P.U.C. No. 7, originally filed on September 30, 2014, the Company included the development of the EDU rate, specifically illustrating that the value for EDUs for a residential customer with a 1-inch meter would be calculated by applying 2.5 AWWA meter equivalencies. This initial methodology for the PennVEST surcharge was approved by the Commission in December 2014. *See Pa. PUC et al. v. Columbia Water Co.*, Docket Nos. R-2014-2445660, *et al.* (Order entered

December 4, 2014). In a subsequent settlement, the PennVEST surcharge mechanism and procedures previously approved were modified, which included that EDUs were defined as “[c]urrent Equivalent Dwelling Units as determined from the Company’s Billing Records,” which is the same definition included in Columbia Water’s current tariff supplement approved via the *Supplement No. 117 Tariff Order*. See *CWC PennVEST Surcharge Order 1* at 6, 9 (approving the settlement and acknowledging that each customer’s EDU is based on the size of the water meter).

In addition, in four subsequent Commission orders approving various tariff supplements making changes to the amounts collected through Columbia Water’s PennVEST surcharge, it was acknowledged that the value for EDUs is determined by applying AWWA meter equivalency ratios to the size and number of water meters for customers. See *CWC PennVEST Surcharge Order 4* at 3; *CWC PennVEST Surcharge Order 5* at 3; *CWC PennVEST Surcharge Order 6* at 2-3,5; *CWC PennVEST Surcharge Order 7* at 2. Accordingly, we find that the Commission has, multiple times, approved the methodology of basing the number of EDUs on which to calculate Columbia Water’s PennVEST surcharge by applying AWWA meter equivalency ratios, as EDUs have been, and continue to be, defined by Columbia Water’s tariff supplement.

Furthermore, we find that Columbia Water’s witness, Mr. Lewis, testified that the multiplier of 2.5 for a residential 1-inch meter used to calculate the PennVEST surcharge has been, and continues to be, based on AWWA meter equivalency ratios since the first time the Commission approved the PennVEST surcharge in 2014. Tr. at 37. Based upon this evidence offered at the hearing, along with the long-history of Commission approval of Columbia Water’s PennVEST surcharge and methodology, discussed above, we disagree with the ALJ’s finding that Columbia Water provided unreasonable service in violation of 66 Pa.C.S. § 1501, by charging the Complainant a different rate than its tariff supplement provides. Rather, we conclude that Columbia has consistently calculated and charged its PennVEST Surcharge consistent with its tariff

supplement, as reviewed and approved multiple times by the Commission since it was originally established in 2014.

For the reasons set forth above, we find that Columbia Water's current PennVEST Surcharge, as authorized by the *Supplement No. 117 Tariff Order*, is just and reasonable because the methodology and calculation contained in the tariff supplement has been previously approved, several times, by the Commission. *See* 66 Pa.C.S. § 1301. Moreover, Columbia Water is required to charge its customers the PennVEST Surcharge amounts set forth in its Commission-approved tariff. *See* 66 Pa.C.S. § 1303. Therefore, we will grant Columbia Water's Exception No. 2, and modify the ALJ's Initial Decision, consistent with the discussion herein. Furthermore, as a result of our determination that Columbia Water did not provide unreasonable service in violation of 66 Pa.C.S. § 1501, by charging the PennVEST Surcharge to the Complainant, consistent with its tariff supplement, we also conclude that there is no need for Columbia Water to calculate any refunds for Mr. Henry, or any other customers, as a result of this instant Complaint.

Regarding Columbia Water's Exception Nos. 3 and 4, by granting the Company's Exception No. 2, *supra*, and modifying, in part, the ALJ's Initial Decision, we find that Columbia Water's Exception Nos. 3 and 4 need not be addressed at this time. In addition, because our action above results in the removal of any need for a directive that Columbia Water calculate any refunds, we shall also deny Mr. Henry's Exceptions because Mr. Henry specifically addresses the time period of the refunds that are no longer required to be calculated and refunded by the Company as a result of this Opinion and Order.

Finally, we note that we agree with, and thereby affirm, the ALJ's conclusion regarding the monthly customer charge portion of Mr. Henry's Complaint. We concur that Columbia Water's monthly customer charge, as applied to the

Complainant, is not unreasonable. Accordingly, Mr. Henry's Complaint will be denied, in its entirety.

IV. Conclusion

Based on the foregoing discussion and our review of the Initial Decision, Exceptions, and the record in this proceeding, we shall grant, in part, and deny, in part, the Exceptions filed by Columbia Water, deny the Exception filed by Mr. Henry, modify the ALJ's Initial Decision, and deny the Complaint, consistent with this Opinion and Order; **THEREFORE,**

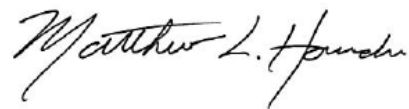
IT IS ORDERED:

1. That the Exceptions of Columbia Water Company, filed on October 28, 2025, to the Initial Decision of Administrative Law Judge Emily A. Farren, issued on October 8, 2025, at Docket No. F-2025-3053872, are granted, in part, and denied, in part, consistent with this Opinion and Order.
2. That the Exception of Justin Henry, filed on October 17, 2025, to the Initial Decision of Administrative Law Judge Emily A. Farren, issued on October 8, 2025, at Docket No. F-2025-3053872, are denied, consistent with this Opinion and Order.
3. That the Initial Decision of Administrative Law Judge Emily A. Farren, issued on October 8, 2025, at Docket No. F-2025-3053872, is modified, consistent with this Opinion and Order.

4. That the Formal Complaint filed by Justin Henry on February 28, 2025, against Columbia Water Company, at Docket No. F-2025-3053872, is denied, consistent with this Opinion and Order.

5. That this proceeding at Docket No. F-2025-3053872 be marked closed.

BY THE COMMISSION,

A handwritten signature in cursive script that reads "Matthew L. Homsher".

Matthew L. Homsher
Secretary

(SEAL)

ORDER ADOPTED: April 16, 2026

ORDER ENTERED: April 16, 2026