

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

Public Meeting held May 21, 2026

Commissioners Present:

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

Tirlochan S. Walia

F-2022-3032572

v.

The Pittsburgh Water and Sewer Authority

**OPINION AND ORDER**

**BY THE COMMISSION:**

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions of Tirlochan S. Walia (Complainant or Mr. Walia), filed on January 21, 2026, to the Initial Decision on Remand (Initial Decision on Remand or I.D.R.) of Administrative Law Judge (ALJ) Emily I. DeVoe, issued on January 12, 2026. The Pittsburgh Water and Sewer Authority (PWSA or Authority) filed Replies to Exceptions on February 12, 2026. For the reasons stated below, we shall: (1) deny the Complainant's Exceptions; and (2) adopt the Initial Decision on Remand, consistent with this Opinion and Order.

## I. History of Proceeding<sup>1</sup>

On May 9, 2022, Mr. Walia filed a Formal Complaint (Complaint) with the Commission against PWSA.<sup>2</sup> Therein, Mr. Walia alleged that there is an inequity in two of PWSA's billing practices, specifically: (1) its billing in blocks of 1,000-gallon increments for water consumption; and (2) billing periods that vary from 26-35 days. I.D.R. at 2; Complaint at ¶ 4. The Complainant contended that the Authority's billing practice was unreasonable, leading to inequitable results. For relief, the Complainant asked the Commission to order PWSA to either bill by gallons and maintain a constant calendar date billing period or utilize a standard concept of rounding whereby up to 1,499 gallons will be billed as one thousand gallons, anything between 1,500-2,499 gallons will be billed as two thousand gallons, and so on. Complaint at ¶ 5.

PWSA filed an Answer<sup>3</sup> and Preliminary Objections (P.O.) on June 10, 2022. PWSA argued that the Complainant failed to allege a violation by PWSA of its tariff or the Public Utility Code (Code), a Commission Regulation, or a Commission Order. PWSA requested that the Complaint be dismissed. Answer at 5-6.

In its Preliminary Objections, PWSA argued, in part, that the Complaint was legally insufficient and there was no need for a hearing as there was no violation of the Code, Commission Regulations or Orders. P.O. at ¶¶ 10-13.

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<sup>1</sup> See the Initial Decision on Remand at 1-13 for a comprehensive summary describing the procedural history of this proceeding, which is incorporated herein.

<sup>2</sup> The Complaint sought timely review of the Commission's Bureau of Consumer Services' (BCS) informal decision issued on April 1, 2022, at BCS No. 3823111, wherein BCS found that the Complainant's billings were based upon actual meter readings and in accordance with the definitions for a billing month.

<sup>3</sup> Although PWSA's Answer was captioned as an Answer and New Matter, the filing included neither a separate section titled New Matter nor a Notice to Plead to New Matter; therefore, the filing will be referred to herein as an Answer.

On August 3, 2022, ALJ Johnson issued an Interim Order (*First Interim Order*) in which he: (1) granted PWSA's Preliminary Objections to the extent that the Commission's Regulations authorize billing periods varying between 26 and 35 days (I.D.R. at 5);<sup>4</sup> and (2) denied the Preliminary Objections regarding PWSA's tariff pertaining to billing in increments or blocks of 1,000 gallons of consumption on the basis that a utility's Commission approved tariff is *prima facie* reasonable. ALJ Johnson concluded that a complainant may later challenge the tariff by establishing that the facts and circumstances have changed so drastically as to render the application of the tariff provision unreasonable. *Brockway Glass Co. v. Pa. PUC*, 437 A.2d 1067 (Pa. Cmwlth. 1981) (*Brockway*); see *First Interim Order* at 6.

Following a telephonic hearing on September 14, 2022, the Commission issued ALJ Johnson's Initial Decision on January 5, 2023 (*2023 Initial Decision*) wherein the Complaint was denied and dismissed because the Complainant did not meet his burden of establishing that PWSA's Commission-approved tariff was no longer reasonable or that the application of the existing tariff was applied unreasonably. *2023 Initial Decision* at 1, 12-13.

On April 20, 2023, the Commission issued an Opinion and Order addressing the Exceptions filed by the Complainant and PWSA's Replies to Exceptions regarding the *2023 Initial Decision*. See *Tirlochan S. Walia v. The Pittsburgh Water and Sewer Authority*, Docket No. F-2022-3032572 (Opinion and Order issued April 20, 2023) (*April 2023 Order*). In the *April 2023 Order*, the Commission remanded the issue of

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<sup>4</sup> The Commission's Regulations define billing month as a period of not less than 26 days and not more than 35 days, except in certain circumstances, which do not apply to the Complaint. See 52 Pa. Code § 56.2. The ALJ found that PWSA's billing periods do not constitute a violation of the Code, the Commission's Regulations, or a Commission Order. I.D. at 5.

incorrect billing raised by the Complainant to the Office of Administrative Law Judge (OALJ) for clarification and/or receipt of additional evidence. *April 2023 Order* at 19.

On May 5, 2023, PWSA filed a Petition for Reconsideration (Petition) of the *April 2023 Order* requesting that the Commission adopt the *2023 Initial Decision* and dismiss the Complaint. I.D.R. at 8.

On June 15, 2023, the Commission entered an Opinion and Order (*June 2023 Order*) denying the Petition. I.D.R. at 9-10.

A hearing on remand convened on November 30, 2023. I.D.R. at 10. Following a change to the presiding officer in this matter, ALJ Emily I. DeVoe determined that the record was not sufficient such that she could render a written decision in response to the Commission's directive in the *April 2023 Order*. Consequently, ALJ DeVoe directed PWSA to submit copies of all bills issued to Mr. Walia for service from September 1, 2021, to July 31, 2022. The requested documents submitted by PWSA, and marked as Exhibit ALJ 1 by ALJ DeVoe, were admitted and attached to the record on June 12, 2025, over the objection of Mr. Walia. *Id.* at 11. On July 31, 2025, ALJ DeVoe issued an Interim Order posing questions to the Parties and directing that an additional hearing be held to provide the Parties an opportunity to respond and present additional evidence. *Id.* at 11-12.

A further telephonic hearing convened on September 11, 2025. I.D.R. at 12.

Main briefs and reply briefs were filed by the Parties. I.D.R. at 12-13. The record, which consisted of the transcripts from the hearings of September 14, 2022, November 30, 2023, and September 11, 2025, as well as PWSA Exhibit Nos. 1-9 and ALJ Exhibit 1, was closed on October 22, 2025. *Id.* at 13.

In the Initial Decision on Remand issued on January 12, 2026, ALJ DeVoe dismissed the Complaint, finding that the Complainant did not meet his burden of establishing that PWSA's Commission-approved tariff was no longer reasonable or that the application of the existing tariff was applied unreasonably. I.D.R. at 28.

As noted, *supra*, the Complainant filed Exceptions<sup>5</sup> on January 21, 2026. PWSA filed Replies to Exceptions on February 12, 2026.

## II. Background

In the case below, Mr. Walia argued that PWSA's practice of billing in blocks of 1,000 gallons for water has the potential for inequity. Mr. Walia contended that PWSA's billing methodology is meaningless and does not capture actual usage. Mr. Walia stated that each billing cycle should start at zero gallons of usage rather than rolling over gallon increments under 1,000 gallons into the next billing cycle. *2023 Initial Decision* at 9-10 (citations omitted); I.D.R. at 19-20 (citations omitted).

PWSA submitted that its practice of billing in blocks of 1,000 gallons is consistent with its Commission-approved tariff. PWSA further contended that its billing practice is reasonable and consistent with industry standards. Moreover, PWSA argued that billing based upon rounding charges up or down to the nearest 1000 gallons of water consumption is contrary to the industry standard and not in the public interest because it

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<sup>5</sup> 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 findings of fact and conclusions of law to which exception is taken, cite to the relevant pages of the Initial Decision, and provide supporting reasons for each exception. Nevertheless, we retain discretion to liberally construe our procedural rules to secure a just and speedy resolution of a proceeding. Particularly where, as here, the Complainant is appearing *pro se*, and doing so will not affect the substantive rights of the parties, we will treat the Exceptions as having been properly constructed and filed. *See* 52 Pa. Code § 1.2(d).

would result in PWSA undercharging or overcharging its customers.

*2023 Initial Decision* at 10-11 (citations omitted); I.D.R. at 20-21 (citations omitted).

In the *April 2023 Order*, the Commission concluded that there may be an issue with PWSA’s billing practice as it may differ from its Commission-approved tariff because the actual usage data supplied by PWSA for Mr. Walia does not appear to match how the Complainant was billed. As a result, the Commission modified the *2023 Initial Decision*, directed that the record in this proceeding be re-opened, and remanded the proceeding to the OALJ for clarification and/or receipt of additional evidence regarding the issue of incorrect billing raised by the Complainant. *April 2023 Order* at 19.

On remand, ALJ DeVoe, in her Initial Decision on Remand, explained that the only issues before the ALJ on this matter were to: (1) “review the customer’s account, providing a refund to the customer, if necessary;” and (2) determine whether Mr. Walia’s November 18, 2021, and February 17, 2022, bills were calculated in accordance with PWSA’s Commission-approved tariff. I.D.R. at 22 (citing *April 2023 Order* at 18-19). As discussed, *infra*, ALJ DeVoe dismissed the Complaint after finding that PWSA correctly billed Mr. Walia’s account consistent with its Commission-approved tariff and that Mr. Walia failed to present any evidence that the existing tariff is no longer reasonable or is being applied in an unreasonable manner. I.D.R. at 29.

### **III. Discussion**

#### **A. Legal Standards**

##### **1. Burden of Proof**

Section 332(a) of the Code provides that a complainant, as the party seeking affirmative relief from the Commission, has the burden of proof. 66 Pa.C.S.

§ 332(a). To establish a legally sufficient case and satisfy the burden of proof, a complainant must show that the named 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). 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, a complainant's evidence must be more convincing, by even the smallest amount, than that presented by the respondent utility. *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 to rebut the evidence of the complainant shifts to the respondent utility. If the evidence presented by the respondent utility 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 production 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. Just and Reasonable Rates

Section 1301 of the Code requires that a public utility's rates must be just and reasonable. Section 1301 of the Code provides, in pertinent part, as follows:

### § 1301. Rates to be just and reasonable.

- (a) **Regulation.**--Every rate made, demanded, or received by any public utility, or by any two or more public utilities jointly, shall be just and reasonable, and in conformity with regulations or orders of the commission.

66 Pa.C.S. § 1301.

## 3. Tariffs

A public utility's Commission-approved tariff is *prima facie* reasonable, has the full force of law, and is binding on the utility and the customer. 66 Pa.C.S. § 316; *Kossmann v. Pa. PUC*, 694 A.2d 1147 (Pa. Cmwlth. 1997); *Stiteler v. Bell Tel. Co. of Pa.*, 379 A.2d 339 (Pa. Cmwlth. 1977). Where a complaint involves an existing Commission-approved tariff, 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. I.D. at 19 (citing *Brockway*).

### B. ALJ's Initial Decision on Remand

In her Initial Decision on Remand, ALJ DeVoe made twenty-four Findings of Fact and reached five Conclusions of Law. I.D. at 13-17, 29. The Findings of Fact and Conclusions of Law are incorporated herein by reference and are adopted without comment unless they are either expressly or by necessary implication rejected or modified by this Opinion and Order.

ALJ DeVoe dismissed the Complaint, finding that the Complainant failed to carry his burden of proving that PWSA's Commission-approved tariff was no longer reasonable or that the application of the existing tariff was applied unreasonably. ALJ DeVoe reasoned that PWSA had correctly billed Mr. Walia's account consistent with its Commission-approved tariff. ALJ DeVoe provided that Mr. Walia presented no evidence showing that the tariff is no longer reasonable or the application of the existing tariff at issue is applied unreasonably. I.D.R. at 29.

ALJ DeVoe provided an extensive review of Mr. Walia's bills from October 2021 through February 2022. ALJ DeVoe concluded that PWSA demonstrated that the bills were correct and PWSA billed Mr. Walia in accordance with its tariff. I.D.R. at 28.

While ALJ DeVoe reasoned that the bills were correct and consistent with the Authority's tariff, she noted that the billing procedure was difficult to understand. I.D.R. at 28. ALJ DeVoe provided that PWSA witness, Ms. Julie Mechling testified that effective in 2027, PWSA has proposed to remove the minimum charge as part of its base rate case, which was pending before the Commission as of the September 11, 2025 hearing,<sup>6</sup> but that until then, PWSA will continue billing in 1,000-gallon increments as this is standard industry practice. *Id.* 28 (citing Tr. at 167-68). ALJ DeVoe encouraged PWSA to take action to remove the minimum charge and simplify its billing practices. I.D.R. at 28.

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<sup>6</sup> We note that subsequent to the instant proceeding, the Commission disposed of PWSA's base rate case in *Pa. PUC, et al. v. The Pittsburgh Water and Sewer Authority*, Docket Nos. R-2025-3055010, *et al.* (Opinion and Order entered February 19, 2026) (*2025-26 Rate Case*). Based upon the Settlement reached in the *2025-26 Rate Case*, PWSA has agreed to remove the usage component from the Minimum Charge for implementation on February 1, 2027. The discontinuation of the Minimum Charge will require PWSA to update its billing practices and will provide PWSA with the opportunity to provide updated information regarding its billing practices and the changes to customers. *See 2025-26 Rate Case* at 120-21.

### C. Exceptions and Replies

The Complainant's Exceptions are labeled A through F.<sup>7</sup> The Complainant's Exceptions also include an Appendix and Enclosure. The Enclosure appears to consist of footnotes that apply to the Appendix.<sup>8</sup>

In addition, we note that any argument or Exception that we do not specifically address shall be deemed to have been duly considered and denied without further discussion. 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).<sup>9</sup>

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<sup>7</sup> In accordance with 52 Pa. Code § 5.533, we will refer to the Complainant's Exceptions numerically, as Exception Nos. 1 through 6, hereinafter. For example, the Complainant's Exception A will be referred to as Exception No. 1.

<sup>8</sup> Parties cannot introduce new evidence at the exceptions stage of a proceeding. *Application of Apollo Gas Co.*, 1994 Pa. PUC Lexis, at \*8-14 (Order entered February 10, 1994). To the extent any of the information contained in the Appendix and Enclosure is new evidence, we shall reject and decline to review the extra-record information offered therein because it is not contained, and cannot be admitted, in the record at this current procedural stage of the case.

<sup>9</sup> *See also Metropolitan Edison Co. v. Pa. PUC*, 22 A.3d 353 (Pa. Cmwlth. 2011), *appeal denied*, 22 A.3d 353 (Pa. 2012) (citing *Wheeling & Lake Erie Railway Company v. Pa. PUC*, 778 A.2d 785, 794 (Pa. Cmwlth. 2001) for the proposition that the Commission is not required to expressly consider all of the arguments set forth by the parties in its Order).

## **1. Complainant’s Exception No. 1, PWSA’s Replies, and Disposition**

### **a. Exception No. 1 and Replies**

In his first Exception, the Complainant contends that the ALJ’s conclusion that PWSA correctly billed Mr. Walia’s account consistent with its Commission-approved tariff has no textual or logical basis. The Complainant argues that the ALJ’s Initial Decision on Remand “obliterates” the prior proceedings in this matter because he avers that the Commission previously “eschewed and disabused both the practice of ‘rollover’ and ‘billing in blocks of 1,000 gallons’ by redoing [his] bills of November 18, 2021, and February 17, 2022.” Exc. at 1.

In its Replies to the Complainant’s first Exception, PWSA avers that the ALJ correctly found that PWSA billed the Complainant consistent with the Authority’s Commission-approved tariff, and that Mr. Walia’s November 18, 2021, and February 17, 2022, bills were correct as rendered. PWSA states that the Initial Decision on Remand is clearly supported by substantial evidence in the record. R. Exc. at 3.

PWSA reiterates that it currently bills customers for a minimum charge each month, which includes a “minimum allowance” of the first 1,000 gallons of usage. PWSA explains that the minimum charge is assessed each month, and the customer is billed a consumption or volumetric charge for each 1,000 gallons of usage over the minimum allowance, and PWSA only bills for a 1,000-gallon increment when the meter reaches the next 1,000-gallon reading. Furthermore, PWSA notes that it proposed in its then-pending *2025-26 Rate Case* to replace the minimum charge with a service charge which will no longer include a minimum allowance. R. Exc. at 4.

PWSA maintains that its billing method is consistent with its tariff by billing customers in thousand-gallon increments, including the minimum usage based on

a customer's meter size each month and a consumption charge for usage above that minimum allowance. According to PWSA, the minimum charge is described in the tariff as a "per month rate," which is assessed each month and includes the first 1,000 gallons of usage. PWSA further provides that 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," which is applied per thousand gallons consumed above the initial 1,000-gallon minimum usage allowance; however, this rate is not necessarily applied each month. Rather, it is only applied per thousand gallons after the minimum allowance. R. Exc. at 4-5.

PWSA avers that it cannot 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. PWSA submits that 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 PWSA and its customers and inconsistent with the Code. R. Exc. at 5.

Finally, PWSA argues that the Complainant takes the *April 2023 Order* and *June 2023 Order* out of context because they were not final orders. Rather, PWSA stresses that the Commission remanded this matter to the OALJ for further consideration. PWSA states that the ALJ, in her Initial Decision on Remand, properly addressed the specific items to be considered or remanded and concluded that the Complainant's bills were correct and consistent with PWSA's tariff and fully supported by the record in this proceeding. R. Exc. at 5-6.

**b. Disposition**

Upon review, we agree with ALJ DeVoe that PWSA correctly billed the Complainant for his November 18, 2021, and February 17, 2022 bills, in accordance with

its Commission-approved tariff. PWSA’s then-effective tariff,<sup>10</sup> in relevant part, provided as follows:

**PART 1: SCHEDULE OF RATES AND CHARGES**

**Section A – Rates for Metered Service**

1. **Minimum Charge:** Each customer will be assessed a service charge based upon the size of the customer’s meter as follows except that residential customers residing in newly constructed townhomes who are required to install a meter larger than 5/8” for fire protection and due to City ordinance requirements, may request assessment of the 5/8” minimum charge and usage allowance:

<u>Meter Size</u>	<u>Minimum Gallons</u>	<u>Per Month Rate (Effective January 12, 2022)</u>	<u>Per Month Rate (Effective January 1, 2023)</u>
5/8”	1,000	\$27.00	\$26.52

2. **Consumption Charge:** In addition to the Minimum Charge, the following water consumption charges will apply for each 1,000 gallons above the Minimum Gallons for each meter size:

Customer Class	Consumption Charge Rate per 1000 Gals.	
	<b>Effective January 12, 2022</b>	<b>Effective January 1, 2023</b>
Residential	\$13.10	\$14.64

The rate under this schedule applies to all customers, except public fire protection and private fire protection

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<sup>10</sup> The below excerpt is from PWSA Exhibit 3, which is a copy of PWSA’s Tariff Water - Pa. P.U.C. No. 1 at Second Revised Page No. 8, effective January 22, 2022. This tariff page was in effect at the time of Mr. Walia’s Complaint.

customers, unless otherwise specifically identified in this tariff.

PWSA Exhibit 3.

In the Initial Decision on Remand, ALJ DeVoe described the careful analysis of Mr. Walia’s bills from October 2021 through February 2022 that she completed to determine that the Complainant’s bills in question were correct and in compliance with the Authority’s Commission-approved tariff. *See* I.D.R. at 22-27. With respect to the two specific bills in question, ALJ DeVoe explained the following:

On November 18, 2021, PWSA issued a bill for dates of service of October 13, 2021 through November 15, 2021. For meter x4648, the bill shows the following:

<b>Meter #: 0021134648</b>	<b>Type: Residential</b>		
Current: 2,000	11/15/2021	Actual	(2,047.9 gallons)
<u>Previous: 0</u>	<u>10/13/2021</u>	<u>Actual</u>	<u>(749.3 gallons)</u>
Usage 2,000			(1,298.6 gallons)

According to PWSA’s meter read data, on November 15, 2021, Mr. Walia’s actual meter read was 2,047.9. PWSA Ex. 8. From October 13, 2021 (the last date of the prior billing cycle) through November 15, 2021 (the last day of the current billing cycle), Mr. Walia actual usage was 1,298.6 gallons (2,047.9-749.3 = 1,298.6). PWSA Ex. 8; Tr. 157.

Mr. Walia was billed PWSA’s minimum charge (\$27.27), as well as a consumption charge for 1,000 gallons (\$12.25). ALJ Ex. 1.

The bill is correct because the minimum charge is always billed and includes the first 1,000 gallons used. Mr. Walia’s usage went from 0 gallons used as of October 13, 2021 to over 2,000 gallons used as of November 15, 2021. Although the actual usage was 749.3 gallons on October 13, 2021, PWSA counts it as “0” because it had not hit 1,000 gallons. Since the minimum charge covers the first 1,000 gallons of

usage, he is only charged for one 1,000 gallon increment (the usage between 1,000 gallons and 2,000 gallons). The “extra” 47.9 gallons above the 2,000 gallons billed carries over to the next billing cycle. Tr. 157. Another way to think about this – the thousands place in the left-most column above is a “2,” and since a “2” is one more than “1”, he is charged for one volumetric increment in addition to the minimum charge. **What matters is the digit in the thousands place at the bottom of the left-most column. If that number is greater than 1,000, PWSA charges a volumetric charge for each 1,000 above 1,000.**

\* \* \*

On February 17, 2022, PWSA issued a bill for dates of service January 13, 2022 through February 14, 2022. For meter x4648, the bill shows the following:

<b>Meter #: 0021134648</b>	<b>Type: Residential</b>		
Current:	5,000	2/14/2022	Actual (5,036.2 gallons)
Previous:	3,000	1/13/2022	Actual (3,994.9 gallons)
Usage	2,000		(1,036.3 gallons)

According to PWSA’s meter read data, on February 14, 2022, Mr. Walia’s actual meter read was 5,036.2. PWSA Ex. 8. From January 13, 2022 (the last date of the prior billing cycle) through February 14, 2022 (the last day of the current billing cycle), Mr. Walia actual usage was 1,036.3 gallons (5,036.2 – 3,994.9 = 1,036.3). PWSA Ex. 8; Tr. 164-165.

Mr. Walia was billed PWSA’s minimum charge (\$27.25), as well as a consumption charge. ALJ Ex. 1.

The bill is correct because Mr. Walia was billed the minimum charge, which includes the first 1,000 gallons used, as well as a consumption charge for an additional 1,000 gallons (the gallons used between 1,000 gallons and 2,000 gallons). Tr. 166.

I.D.R. at 23-27 (emphasis in original).

Based on her understanding of PWSA's tariff, ALJ DeVoe explained PWSA's billing procedure for the Minimum Charge and Consumption Charge, specifically that the Consumption Charge occurs when the meter reading rolls over to the next 1,000 gallons. I.D.R. at 24. ALJ DeVoe concluded, in the case of each monthly billing cycle, that the bills were correct, as the Minimum Charge is always billed and Mr. Walia was billed for the Consumption Charge when the meter reached the next 1,000-gallon increment. *Id.*

We find ALJ DeVoe's explanation informative regarding how to understand PWSA's billing methodology as applied according to its tariff. Specifically, ALJ DeVoe explained:

It is best to conceptualize the calculation by focusing on the one-thousands place when subtracting the previous month's usage from the current usage, as I have in my charts throughout this decision. If the number in the thousands-place is a "0" or a "1", PWSA does not charge a consumption charge in addition to the minimum charge. If the number in the thousands-place is greater than 1 (2 or higher), then one must subtract 1 from the number (to represent the 1,000 gallons included in the minimum charge) and the remaining number is the number of 1,000 gallon units for which the customer will be charged for the consumption charge.

I.D.R. at 28.

We agree with ALJ DeVoe that PWSA correctly billed the Complainant consistent with its Commission-approved tariff. PWSA's tariff that was in effect at the time of this proceeding provides that it charges a minimum charge per month, which includes the first 1,000 gallons used. Also, the tariff notes that a consumption charge will be billed in addition to the minimum charge for each 1,000 gallons above the minimum gallons for each meter size. Accordingly, Mr. Walia is subject to the Minimum Charge

and minimum usage allowance of 1,000 gallons. Mr. Walia is also subject to the Consumption Charge for each 1,000 gallons above the minimum gallons he uses. Based on the record in this proceeding, we conclude that PWSA demonstrated that the bills issued to the Complainant were correct and consistent with its tariff. We also agree with ALJ DeVoe that the Complainant presented no evidence to show that the tariff is no longer reasonable or that the application of the existing tariff at issue is being applied unreasonably. Therefore, we shall deny the Complainant's Exception No. 1.

Furthermore, we note that PWSA testified that it has older meters that can only provide usage in 1,000-gallon increments,<sup>11</sup> and that it is in the process of replacing these older meters. I.D.R. at 22; Tr. at 83-84, 151-52; PWSA M.B. at 12. We encourage PWSA to complete its replacement of these older meters as soon as practicable so that customers can see actual usage on their bills and more easily understand their usage.

Finally, we appreciate PWSA's willingness to consider and entertain enhancements to its website to better inform customers regarding their bills as PWSA discussed in its testimony in this proceeding. Tr. at 168-69. We encourage PWSA to consider making any changes to its website or to provide additional content that could assist customers in better understanding the usage calculation on their bills.

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<sup>11</sup> We note the industry practice, whereby several other water utilities in Pennsylvania bill in 1,000-gallon increments for some customers, including: City of Bethlehem, City of Lancaster, Columbia Water Company, Community Utilities of Pennsylvania, Hanover Municipal Water Works, Newtown Artesian Water Company, and York Water Company. *See* PWSA M.B. at 12.

**2. Complainant's Exceptions Nos. 2 and 3, PWSA's Replies, and Disposition**

**a. Exception Nos. 2 and 3 and Replies**

The Complainant argues in his Exception Nos. 2 and 3 that “with the exception of ‘minimum charge,’ the PWSA billing practices have NO FIDELITY to the PUC approved tariff.” Exc. at 2 (emphasis in original). The Complainant avers that this is a violation of 66 Pa.C.S. § 1303. Exc. at 2.

In reply, PWSA avers that the record evidence in this proceeding demonstrates that the Authority has complied with its tariff and there has been no violation of 66 Pa.C.S. § 1303. PWSA posits that ALJ DeVoe correctly found that the Authority’s practice of billing in 1,000-gallon increments is consistent with its tariff, and that the Complainant’s bills were calculated in accordance with the tariff. R. Exc. at 7.

**b. Disposition**

As discussed in our disposition of the Complainant’s Exception No. 1, *supra*, PWSA’s billing procedure is in compliance with its Commission-approved tariff. As explained by ALJ DeVoe in her Initial Decision, the bills issued by PWSA to the Complainant were correct and consistent with its tariff. Moreover, the Complainant did not present any evidence to show that the tariff is no longer reasonable or that the application of the existing tariff at issue is being applied unreasonably. Therefore, we conclude that PWSA has adhered to the provisions of its tariff and has not violated 66 Pa.C.S. § 1303 with respect to the Complainant’s bills at issue in this proceeding. Accordingly, we will deny the Complainant’s Exception Nos. 2 and 3.

### **3. Complainant's Exception No. 4, PWSA's Replies, and Disposition**

#### **a. Exception No. 4 and Replies**

The Complainant in his Exception No. 4 states that the Commission should direct PWSA to stop publishing the "My Water Usage" section of monthly bills, arguing that this is disinformation, as it provides information regarding gallons billed rather than actual water usage. Exc. at 2.

In reply, PWSA initially argues that the format and presentation of information on PWSA's customer bills neither was one of the limited issues that the Commission directed to be addressed on remand, nor did the Complainant raise the bill presentation issue in his Complaint, Main Brief, Closing Statement, or Reply Brief, which prohibits the issue from being raised at this stage in the proceeding. Furthermore, PWSA avers that the information in this section of the bill is neither inaccurate nor misleading. According to PWSA, Mr. Walia has also been notified that detailed consumption information is available online. R. Exc. at 7-8.

#### **b. Disposition**

Upon review, we agree that the format and presentation of information on PWSA's bills was not an issue to be addressed on remand as a result of the *April 2023 Order*. In addition, in order to protect the due process rights of all of the Parties involved, any additional issues or evidence are barred from being introduced at this late stage of the proceeding. For this reason, we shall deny the Complainant's Exception No. 4.

#### **4. Complainant's Exception No. 5, PWSA's Replies, and Disposition**

##### **a. Exception No. 5 and Replies**

In his Exception No. 5, the Complainant argues that PWSA Exhibit No. 9 is a stripped down version of his November 2021 and February 2022 bills without the “incriminating data details.” Exc. at 2.

In reply, PWSA states that its Exhibit No. 9 contains meter reading data and was presented during the November 30, 2023, evidentiary hearing and admitted into the record at that time. PWSA submits that the Complainant did not object to the admission of this exhibit. R. Exc. at 8-9.

##### **b. Disposition**

Upon review, we find that the Complainant, through his Exception No. 5, raises an untimely objection to an exhibit previously offered and admitted into the record in this proceeding. Mr. Walia had the opportunity to object to the admission of this exhibit at the evidentiary hearing on November 30, 2023, but did not do so. Accordingly, the Complainant's Exception No. 5 will be denied.

#### **5. Complainant's Exception No. 6, PWSA's Replies, and Disposition**

##### **a. Exception No. 6 and Replies**

In his sixth Exception, the Complainant alleges that ALJ DeVoe's Initial Decision on Remand is “silent on perjury committed by the PWSA” at the evidentiary hearing on November 30, 2023, and at the telephonic hearing on September 11, 2025. Exc. at 3.

In reply, PWSA denies the Complainant's allegations of perjury as vague and unsupported by the record in this proceeding. PWSA contends that just because the Complainant does not agree with the Authority's position does not mean that PWSA committed perjury. R. Exc. at 9.

**b. Disposition**

Upon review, we find no merit in the Complainant's allegations of perjury against PWSA. The Complainant failed to offer any detailed support for his allegations. Therefore, the Complainant's Exception No. 6 shall be denied.

**IV. Conclusion**

Based upon our review of the record, ALJ DeVoe's Initial Decision on Remand, and the Exceptions and Replies thereto, we shall deny the Mr. Walia's Exceptions and adopt ALJ DeVoe's Initial Decision on Remand, consistent with this Opinion and Order; **THEREFORE,**

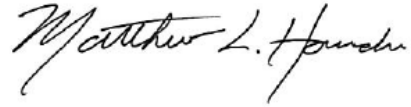
**IT IS ORDERED:**

1. That the Exceptions of Mr. Tirlochan S. Walia, filed on January 21, 2026, to the Initial Decision on Remand of Administrative Law Judge Emily I. DeVoe, issued on January 12, 2026, at this docket, are denied, consistent with this Opinion and Order.

2. That the Initial Decision on Remand of Administrative Law Judge Emily I. DeVoe, issued on January 12, 2026, at this docket, is adopted, consistent with this Opinion and Order.

3. That this proceeding is marked closed.

**BY THE COMMISSION**

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

Matthew L. Homsher  
Secretary

(SEAL)

ORDER ADOPTED: May 21, 2026

ORDER ENTERED: May 21, 2026