

**PENNSYLVANIA PUBLIC UTILITY COMMISSION  
HARRISBURG, PENNSYLVANIA 17120**

**Ethan Clay  
v.  
Duquesne Light Company**

**Public Meeting December 1, 2011  
2226084-ALJ  
Docket No. C-2011-2226084**

**MOTION OF  
VICE CHAIRMAN JOHN F. COLEMAN, JR.**

Before the Commission for disposition is an Initial Decision (ID) sustaining the above-captioned Formal Complaint, in part, for Respondent's failure to serve a written notice of proposed service termination to Complainant's billing address. The remaining issues raised in the Complaint were denied.

The Complainant is a commercial customer of Duquesne Light Company ("Duquesne"). Tr. 10. The Complainant receives the electric bills for his business at one of his residences. Tr. 14. On December 20, 2010, Duquesne terminated electric service to Complainant's business for non-payment of bills. The past-due amount at the time of termination was \$470.07. Prior to termination, Duquesne made several attempts to provide a 72-hour notice to Complainant. The first attempt was a telephone call on December 6, 2010 at 10:38 a.m. The second attempt was also a telephone call on December 7, 2010 at 10:57 a.m. With each call, there was no answer. With each call, Duquesne used the primary telephone number for the Complainant that was on record with the company.<sup>1</sup> Because Duquesne was unable to reach Complainant by telephone and consistent with the company's practice, Duquesne hand-delivered a 72-hour termination notice to the service location on December 8, 2010. Tr. 34-37, 42-43.

The Complainant does not dispute Duquesne's right to pursue the termination process for non-payment of bills. Instead, the Complainant challenges the manner in which Duquesne pursued that process here. The Complainant alleges that Duquesne should have sent the 72-hour termination notice to his billing address rather than hand-delivering it to the service address.

The ID concludes that the termination notice should have been sent to the billing address and finds that Respondent failed to follow the termination procedure established by regulation. Specifically, the ID relies on Section

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<sup>1</sup> The Complainant did not inform Duquesne that he had a new telephone number prior to these attempted telephone contacts. Tr. 23.

55.2(b) of the Commission's regulations,<sup>2</sup> which it alleges requires a public utility to send a termination notice to a commercial customer's billing address. The ID imposes a \$250 civil penalty and directs Duquesne to credit Complainant's account for the \$50 reconnection fee and \$947 security deposit that was paid to restore service.

Based on the facts of this case, I do not agree that Duquesne violated the Commission's regulations by hand-delivering the termination notice to the service address rather than the billing address. Section 55.2(b) of the Commission's regulations does not require delivery of the 72-hour termination notice to the billing address. Although the Section 55.2(b) form notice includes both the billing address and service address as information to be provided on the notice, Section 55.2(b) does not require delivery of the 72-hour notice to one address or the other (if different). Thus, the Section 55.2(b) form notice is not dispositive of where to send the termination notice. Based on a review the record evidence before us, I believe that Duquesne acted reasonably here and should not be fined. I also do not see any basis to credit the Complainant for the reconnection fee or the security deposit that he paid to restore his electric service following the termination.

The record evidence supports that the Complainant is responsible for his predicament here. The record establishes that Complainant has a poor payment history with Duquesne. Respondent Ex. 1. The record further establishes that between November 2009 and December 2010 (prior to the actual termination), Complainant entered Duquesne's termination process for non-payment seven times and that Complainant received a 72-hour posted notice at the service location on each of the prior termination attempts. Tr. 36-37, 41. Thus, Complainant is well-versed in Duquesne's termination process, including prior experience with Duquesne's practice of delivering the 72-hour termination notice to the service address.

Moreover, the Complainant admits that the 72-hour termination notice was received at the service location. Tr. 12-13. The Complainant also admits that once received, the termination notice was mishandled by him and/or his employees. The Complainant testified that one of his employees placed the notice with other papers and that he did not discover the notice until after service had been terminated. Tr. 12-13. Duquesne should not be held responsible for Complainant's lack of due care regarding the handling of the termination notice once it was received.

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<sup>2</sup> 52 Pa. Code § 55.2(b).

**THEREFORE, I move that:**

1. The Initial Decision be modified consistent with this Motion.
2. The Commission's Office of Special Assistants draft an Order consistent with this Motion.

**DATE: December 1, 2011**

  
**JOHN F. COLEMAN, JR.**  
**VICE CHAIRMAN**