

May 10, 2013

Via Electronic Filing

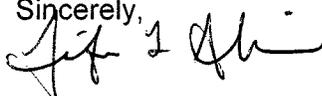
Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

RE: Teresa Sugar v. Duquesne Light Company
Docket No. F-2012-2330853

Dear Secretary Chiavetta:

Duquesne Light Company's Reply Exceptions are enclosed for filing. A copy of this document has been served upon Complainant in accordance with Commission regulations.

Sincerely,



Jennifer L. Allison
Attorney for Duquesne Light Company

Enclosure

cc: Teresa Sugar (with enclosure)
Office of Special Assistants (OSA), via email (with enclosure)

Before the
PENNSYLVANIA PUBLIC UTILITY COMMISSION

TERESA SUGAR,)	
)	
vs.)	Docket No. F-2012-2330853
)	
DUQUESNE LIGHT COMPANY,)	
)	
Respondent.)	

RESPONDENT DUQUESNE LIGHT COMPANY'S REPLY EXCEPTIONS

AND NOW comes Respondent Duquesne Light Company, by and through its attorney, Jennifer L. Allison and files the following Replies to Complainant's Exceptions to the Initial Decision:

1. *Special Agent Hunt correctly ruled that Complainant's proposed exhibits were inadmissible.*

Complainant's first proposed exhibit is a list of medications taken by her brother, George Sugar. This does not meet the test for relevant evidence described in the Pennsylvania Rules of Evidence, which states that evidence is relevant if "the fact is of consequence in determining the action." Pa.R.E. 401(b).

In some situations, an illness in a customer's household is relevant to a request for a payment agreement. However, Complainant's brother's illness is not relevant to the instant complaint. The Commission will reinstate a payment agreement in limited circumstances. One such situation is when the customer's household has experienced a significant change in circumstance. For customers under 300% of the Federal poverty level, "the onset of a chronic or acute illness resulting in a significant loss in the customer's household income" qualifies as a significant change in circumstance. 66 Pa. C.S. §1403.

Special Agent Tiffany A. Hunt wrote in the Initial Decision, "The Complainant did not testify and the evidence does not reflect that she has experienced a significant change in circumstance, as that phrase is defined and applied in the Public Utility Code." (I.D. at 8.) As the record does not indicate that Complainant has experienced a significant change in circumstance, the list of medications that her brother takes are not relevant to the instant complaint and Special Agent Hunt properly ruled that it should not be admitted into the record.

Complainant's second proposed exhibit is an email from Marie Tamilia (an employee of Duquesne Light Company) asking Complainant to contact her to discuss settlement of the formal complaint. It is the policy of the Commission to encourage settlements. 52 Pa. Code §5.231(a). The parties did discuss settlement prior to the hearing, but the discussions were conducted by Respondent's counsel. Commission regulations state that offers of procedures to be followed in settlement "will not be admissible in evidence against a counsel or party claiming that privilege." 52 Pa. Code §5.231(d). Therefore, Complainant's second proposed exhibit was properly excluded from the record.

Special Agent Hunt ruled that Complainant's first proposed exhibit was not relevant and that the second was also inadmissible. The Pennsylvania Rules of Evidence regarding relevance and Commission regulations regarding the admissibility of settlement discussions support this finding.

2. *Special Agent Hunt correctly ruled that the Commission lacks authority to issue Complainant another payment agreement.*

The record reflects that Complainant is not entitled to another payment agreement from the Commission. Complainant was provided with a payment agreement from Duquesne Light Company, which was not satisfied. (Duquesne Light Exhibit 2.) Complainant has also had a payment agreement from the Commission, which was also not satisfied. (Duquesne Light Exhibit 3; I.D. at 3.)

In the Initial Decision, Special Agent Hunt stated,

In her Complaint and at the hearing, Ms. Sugar argued that she satisfied the August 2011 payment agreement by making two (2) large payments in 2012. On March 1, 2012, she made a payment of \$902 on her account. On April 18, 2012, she made a payment of \$350 on her account. However, these payments were both untimely and insufficient to bring her account current. The August 2011 payment agreement required Ms. Sugar to make consistent monthly payments of her budget bill plus \$37. (I.D. at 6.)

On August 8, 2011, when Complainant received a payment agreement from the Commission, her account balance was \$897.21. (Duquesne Light Exhibit 1, p. 2.) Complainant did not make monthly payments of her budget bill plus \$37, and her account balance increased. Although the payments that she made in 2012 were for a greater total amount than her account balance when she received a payment agreement in August 2011, they were not sufficient to bring her account current. The payment agreement that the Commission provided Complainant required her to make consistent monthly payments of the budget amount plus \$37. Complainant failed to do this and has not satisfied the payment agreement granted by the Commission in August 2011.

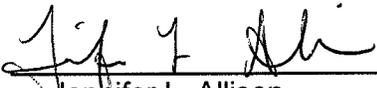
The Commission may not order a second payment agreement absent a change in income, if the customer defaults on the first payment agreement. 66 Pa. C.S. §1405(d). Complainant has not experience a change in income or a significant change in circumstance. (I.D. at 7.) Alternately, the Commission may not reinstate a payment agreement where the customer has defaulted except in limited situations when the customer has experience a significant change in circumstance. 66 Pa. C.S. §1405(e). The record reflects that Complainant did not testify and the evidence does not reflect that Complainant has experience a significant change in circumstance. (I.D. at 8.) Therefore, she is not entitled to another payment agreement from the Commission.

Complainant's efforts to obtain energy assistance, the difference between her gross income and her net income, her brother's efforts to obtain Social Security payments, and her intention to make future payments to Respondent do not satisfy her burden of proof that she is

entitled to another payment agreement from the Commission. Although Complainant states in her Exceptions that Respondent will not work something out for her, the record reflects that Duquesne Light has made an effort to work with Complainant. Complainant has benefited from two payment agreements, and in the last twelve months, she has only made four payments to Respondent.

Respectfully submitted,

TUCKER ARENSBERG, P.C.

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PENNSYLVANIA PUBLIC UTILITY COMMISSION

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 vs.) Docket No. F-2012-2330853
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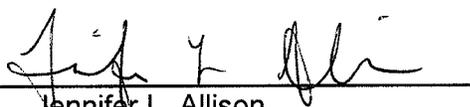
CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document upon the participant listed below in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

Teresa Sugar
707 Linda Dr.
Pittsburgh, PA 15226

Dated this 10th day of May, 2013

BY:



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