

December 11 2014

Via Electronic Filing

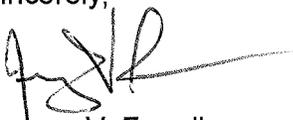
Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

RE: Famille S. Trust v. Duquesne Light Company
Docket No. C-2014-2440650

Dear Secretary Chiavetta:

Enclosed please find Duquesne Light Company's Motion Requesting an Order Instructing Complainant to Provide Duquesne Light Access to the Property to Inspect Foreign Load and Potential Safety Hazards. A copy of the Motion has been served upon Complainant in accordance with Commission regulations.

Sincerely,



Jeremy V. Farrell
Attorney for Duquesne Light Company

Enclosure

cc: Famille S. Trust (with enclosure)
ALJ Katrina L. Dunderdale (with enclosure)

LIT:578176-1 014657-158498

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

FAMILLE S. TRUST,	:	
	:	
Complainant,	:	
	:	
vs.	:	No: C-2014-2440650
	:	
DUQUESNE LIGHT COMPANY,	:	
	:	
Respondent.	:	

**MOTION REQUESTING AN ORDER INSTRUCTING COMPLAINANT TO PROVIDE
RESPONDENT ACCESS TO THE PROPERTY TO INSPECT FOREIGN LOAD AND
POTENTIAL SAFETY HAZARDS**

Respondent Duquesne Light Company, by and through undersigned counsel, hereby files this Motion Requesting an Order Instructing Complainant to Provide Duquesne Light Access to the Property to Inspect Foreign Load and Potential Safety Hazards:

1. Complainant filed this Formal Complaint disputing responsibility for service charges and late fees that accrued on the account relating to the house meter on the property located at 510 South Avenue, Pittsburgh, PA 15221 (the "Property"). Duquesne Light has reversed the charges that were the subject of the Complaint. (See Answer, ¶ 4(a).)

2. As discussed during the November 21, 2014 hearing, however, two important issues remain unresolved: (1) whether equipment purportedly connected to a solar panel at the Property presents a safety hazard to the Property's residents; and (2) whether Complainant resolved the foreign load issues Duquesne Light previously discovered at the Property. Complainant denies that a safety hazard exists and that foreign load is present.

3. In its New Matter, Duquesne Light requested an Order requiring the Complainants to allow Duquesne Light to inspect the wiring at the Property to determine the extent of foreign load present. (See New Matter, ¶¶ 18-23.)

4. Complainant and Duquesne Light scheduled an inspection on November 14, 2014, but that inspection was not able to be completed. During the inspection, Duquesne Light's field service representatives discovered the aforementioned electrical apparatus that presented safety concerns.

5. The foregoing matters were discussed during the November 21, 2014 hearing.

6. The Parties discussed the situation on the record and agreed regarding the need to allow Duquesne Light to conduct a complete investigation of both the foreign load and the potential safety hazards at the Property.

7. Pursuant to the discussions during the hearing, Duquesne Light sent correspondence to Complainant's representative on November 24, 2014, "to coordinate a date and time that is convenient for you so we can schedule our investigation for the property at 510 South Avenue." (A true and accurate copy of this November 24, 2014 email is attached as Exhibit A.)

8. Complainant's representative responded to Duquesne Light's correspondence on December 1, 2014, and refused to provide dates on which Duquesne Light's investigation could be completed. (A true and accurate copy of Complainant's December 1, 2014 email is attached as Exhibit B.)¹

¹ It should be noted that Complainant has made several references in recent correspondence requesting an "independent" investigation. While it is not clear precisely what type of inspection Complainant envisions, Duquesne Light certainly has no objection to Complainant retaining its own certified electrician or other professional to attend Duquesne Light's inspection. Pursuant to Duquesne Light's Tariff, however, Duquesne Light is allowed to conduct its own inspection of the equipment at the

9. Notwithstanding the Parties' discussions during the November 21, 2014 hearing, Complainant is required to grant Duquesne Light's representatives full access to the premises pursuant to the Tariff which provides that "[c]ompany representatives, who are properly identified, shall have full and free access to the customer's premises at all reasonable times for the purpose of reading Company meters, for inspection and repairs, for removal of Company property, or for any other purpose incident to the service." (A true and accurate copy of Duquesne Light's Tariff, Section 22 "Access to Premises" is attached as Exhibit D.)

10. Since Complainant has not provided Duquesne Light with a mutually convenient date for the inspection, Duquesne Light respectfully requests an Order instructing Complainant to provide Duquesne Light full access to the property (including all three floors, the basement, and the garage) so that it can inspect the continued presence of foreign load and the potential safety hazards as discussed during the November 21, 2014 hearing.

Property to confirm it meets the company's standards. The Tariff provides in pertinent part that "[t]he installation and maintenance of the customer's wiring and equipment shall be in accordance with the Company's 'Electric Service Installation Rules' and shall be subject to the approval of the proper authorities." (A true and accurate copy of the Tariff, Section 13 ("Customer Facilities") is attached as Exhibit C.)

WHEREFORE, Respondent Duquesne Light Company respectfully requests an Order instructing Complainant to provide Duquesne Light full access to the property (including all three floors, the basement, and the garage) to inspect the continued presence of foreign load and the potential safety hazards described above

Respectfully submitted,

TUCKER ARENSBERG, P.C.



Jeremy V. Farrell, Esquire
PA I.D. No. 316258

1500 One PPG Place
Pittsburgh, PA 15222
(412) 594-3938

Counsel for Respondent, Duquesne Light
Company

Farrell, Jeremy

From: Tamilya, Marie E [MTamilya@duqlight.com]
Sent: Monday, November 24, 2014 5:39 PM
To: 'vision2500@yahoo.fr'
Cc: Farrell, Jeremy
Subject: Investigation for 510 South Avenue, Pittsburgh, PA 15221

Dear Mr. Matundu:

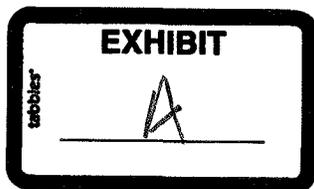
This email is a follow-up to our hearing with yourself and Judge Dunderdale on Friday, November 21st. I would like to coordinate a date and time that is convenient for you so we can schedule our investigation for the property at 510 South Avenue. We will need access to all floors, the basement, and the garage.

Please know that our engineer will not be available this Friday, November 28th and the timeframe from December 19th through December 26th so we will be unable to perform our investigation on these dates. Once I hear from you with a date and time, I will coordinate the company representatives and confirm the appointment with you.

I look forward to hearing from you in the near future. Thank you.

Regards,

Marie E. Tamilya | Supervisor | Regulatory Consumer Relations
Duquesne Light Company
412-393-4601 (work)
412-393-5601 (fax)
mtamilya@duqlight.com



Farrell, Jeremy

From: Felly bebe papa [vision2500@yahoo.fr]
Sent: Monday, December 01, 2014 2:24 PM
To: Tamilya, Marie E
Cc: Farrell, Jeremy
Subject: Re: Investigation for 510 South Avenue, Pittsburgh, PA 15221

Thank you,

This case has been referred already to court and we reserve the right to pursue full-scale litigations against Duquesne Light co and his Counsel for falsity and abuse.

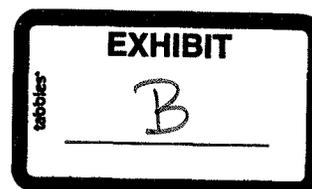
- (1) What is the point of providing you access when your alleged expert and engineer come in; saw one thing and report a different story. Mr. Robison and Farrell know deep inside themselves that what they wrote about are not true. Their false accusations will comeback and hunt them in all aspect of their beings. They have sowed a baobab in a small house of clay that will soon collapse over them.
- (2) What is the point of providing you with a date while the main issue is and remain that the integrity of your expertise and investigation are in question? That is the situation you have created with all these fundamentally unfounded claims. This need to be solved first and forever. You cheated on us it is now your fault. We will not tolerate a window dressing investigation or a fiasco with prefabricated reports.
- (3) You need your own internal investigation and soul searching. Ask the two other guys who came with Mr. Robison on Nov. 14, 2014 at the premise in all honesty if the report of Mr. Robison corresponds to anything they actually saw during their investigations? Not even close and we have witnesses to prove him wrong even sadistic. As for Mr. Farrell he was not even at the premise so his claims are illusions have no merit.
- (4) We need explanation why your people and counsel are so eager to forging unfounded claims? May be it is their ways of getting extra bucks working extra hours on stupidities as long as your company policy permit it. That put the soul of your Company in permanent darkness.
- (5) How can we trust your company to do fair investigations with all these flaws, sadistic and mafia like mentalities? We hate mediocrity, dishonesty and sadistic mentalities that prevail among your people at least as far as you have demonstrated to us. This is not constructive way of solving this non-issue.
- (6) Unless there are guaranties and safeguards that the investigation will be independent, transparent, accurate and honest, they will be no waste of our time going back and forth to deal with your stupidities.

Thank you for your consideration

FST

Le Lundi 24 novembre 2014 17h38, "Tamilya, Marie E" <MTamilya@duqlight.com> a écrit :

Dear Mr. Matundu:



This email is a follow-up to our hearing with yourself and Judge Dunderdale on Friday, November 21st. I would like to coordinate a date and time that is convenient for you so we can schedule our investigation for the property at 510 South Avenue. We will need access to all floors, the basement, and the garage.

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I look forward to hearing from you in the near future. Thank you.

Regards,

Marie E. Tamilya | Supervisor | Regulatory Consumer Relations

Duquesne Light Company

412-393-4601 (work)

412-393-5601 (fax)

mtamilya@duqlight.com

RULES AND REGULATIONS - (Continued)**INSTALLATION OF SERVICE - (Continued)**

10. ONE SERVICE OF A KIND Only one service of each type as to voltage and phase will be provided to a customer under one contract; provided, however, that when, in the judgment of the Company, compliance with Rule No. 17, Fluctuations and Unbalances, may be most economically effected by establishing a separate service connection for a portion of the customer's load, such separate service connection may, at the option of the customer, be combined, notwithstanding similarity as to voltage and phase, with other service connections under a single contract for the customer's entire electric delivery service requirements at the affected location. Electric service at different premises, regardless of voltage or phase, shall never be combined for billing under one account for the purpose of reducing Company charges.

11. METER SUPPORTS The customer shall provide on the premises, at a location satisfactory to the Company, proper space, supports, and enclosures for metering equipment.

12. TRANSFORMERS AND CONTROL EQUIPMENT Where, in the judgement of the Company, it is necessary to install transformers and other control or protective equipment on the customer's premises, the customer shall provide a suitable place, foundation and housing for such installation, in accordance with the Company's "Electric Service Installation Rules."

13. CUSTOMER'S FACILITIES The installation and maintenance of the customer's wiring and equipment shall be in accordance with the Company's "Electric Service Installation Rules" and shall be subject to the approval of the proper authorities. The Company is not required to provide electric service thereto unless so approved, but does not assume any responsibility for securing such approval. The Company shall not be liable for damages or injuries resulting from any defects in the customer's wiring or equipment.

13.1 UNDERGROUND DISTRIBUTION

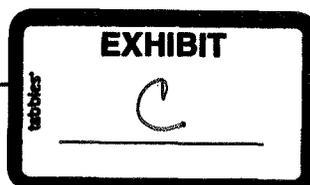
A. When the Company is required by governmental order or enters into agreements with redevelopment authorities, a private real estate developer or a group of customers to change its distribution supply lines from overhead to underground, customers receiving or to receive electric service at voltages of 600 volts or less from these supply lines shall provide at their own expense the necessary facilities for receiving such underground service.

B. Underground Service Lines from Overhead Supply Lines**(1) Service Line Voltages Under 600 Volts.**

(a) Where an underground service line is installed from the Company's overhead, street secondary supply lines, the customer shall furnish and install all conductors and conduit in accordance with the Company's "Electric Service Installation Rules."

(2) Service Line Voltages Over 600 Volts.

(a) Where the Company's supply lines are overhead, the customer shall furnish and install all conduits or ducts for the underground primary service line within the street area as well as all necessary conduit, ducts, manholes and junction boxes on private property in accordance with the Company's "Electric Service Installation Rules."



RULES AND REGULATIONS - (Continued)

BILLS AND NET PAYMENT PERIODS – (Continued)

21.2 PARTIAL PAYMENT OF BILLS For customers who submit payments which are insufficient to cover all of the charges billed by the Company, including EGS charges for those customers who have selected consolidated billing, the Company will apply the payment based upon their outstanding balance, if any, and their current bill, as follows: (1) past due deposit; (2) past-due distribution charges; (3) past-due transmission and supply charges; (4) past due non-basic charges; (5) current deposit; (6) current distribution charges; (7) current transmission and supply charges; and (8) current non-basic charges.

21.3 RETURNED PAYMENT CHARGE If a payment on a Customer's account is returned to the Company unpaid by the Customer's financial institution or another entity responsible for processing payment and cannot be reprocessed by the Company for payment, a \$20.00 charge will be added to the Customer's account. If such an occurrence happens a second time within any twelve (12) month period, personal checks and electronic checks will not be accepted by the Company to make the current payment and future payments on the Customer's account until a timely payment history is established by the Customer as defined by 52 Pa. Code § 56.53(b).

(C)

COMPANY PROPERTY ON CUSTOMER'S PREMISES

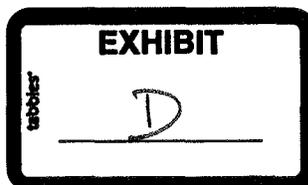
22. ACCESS TO PREMISES Company representatives, who are properly identified, shall have full and free access to the customer's premises at all reasonable times for the purpose of reading Company meters, for inspection and repairs, for removal of Company property, or for any other purpose incident to the service. The customer should immediately communicate with the Company in case of any question as to the authority or credentials of Company representatives.

23. CUSTOMER'S RESPONSIBILITY The customer shall protect the property of the Company on the premises and shall not permit access thereto except by authorized representatives of the Company.

24. TAMPERING Where evidence is found that the service wires, meters, switch box or other appurtenances on the customer's premises have been tampered with, the customer shall be required to bear all costs incurred by the Company for investigations and inspections, and for such protective equipment as, in the judgment of the Company, may be necessary (including the relocation of inside metering equipment to an accessible outside location); and in addition, where the tampering has resulted in improper measurement of the electricity delivered, the customer shall be required to pay for such electric delivery service, and any Company supplied electricity, including interest at the Late Payment Charge rate, as the Company may estimate, from available information to have been used but not registered by the Company's meters.

25. REPAIRS OR LOSSES The customer shall pay the Company for any repairs to or any loss of the Company's property on the premises when such repairs are necessitated, or loss occasioned, by negligence on the part of the customer or failure to comply with the rules and regulations under which service is furnished.

(C)



(C) – Indicates Change

