

March 31, 2015

*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 to Dismiss. A copy of this document 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)

LIT:584385-1 014657-158498

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

FAMILLE S. TRUST, :  
 :  
 Complainant, :  
 :  
 vs. :  
 :  
 DUQUESNE LIGHT COMPANY, :  
 :  
 Respondent. :

No: C-2014-2440650

**MOTION TO DISMISS OR, IN THE  
ALTERNATIVE, TO ALLOW DUQUESNE  
LIGHT TO TERMINATE SERVICE AT THE  
PROPERTY UNTIL A SAFETY  
INSPECTION CAN BE COMPLETED**

Filed on behalf of Respondent  
Duquesne Light Company

Counsel of Record for this Party:

Jeremy V. Farrell, Esquire

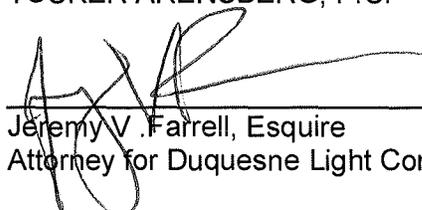
PA I.D. No. 316258  
1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 594-3938  
Counsel for Respondent

**NOTICE TO PLEAD**

**TO: FAMILLE S. TRUST**

**YOU ARE HEREBY NOTIFIED TO FILE A WRITTEN RESPONSE TO THE WITHIN MOTION OF RESPONDENT, DUQUESNE LIGHT COMPANY, WITHIN TWENTY (20) DAYS OF SERVICE HEREOF, OR A JUDGMENT MAY BE ENTERED AGAINST YOU.**

TUCKER ARENSBERG, P.C.

  
\_\_\_\_\_  
Jeremy V. Farrell, Esquire  
Attorney for Duquesne Light Company

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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

**MOTION TO DISMISS OR, IN THE ALTERNATIVE, TO ALLOW DUQUESNE LIGHT TO  
TERMINATE SERVICE AT THE PROPERTY UNTIL A SAFETY INSPECTION CAN BE  
COMPLETED**

TO THE HONORABLE COMMISSION:

Respondent, Duquesne Light Company, by and through its attorneys, Tucker Arensberg, P.C., hereby files its Motion to Dismiss or, in the Alternative, to Allow Duquesne Light to Terminate Service at the Property until a Safety Inspection can be Completed:

**I. INTRODUCTION**

1. This Formal Complaint should be dismissed for two independent reasons. First, Complainant is a trust and is not represented by an attorney and, therefore, cannot proceed further in this matter pursuant to the applicable regulations. See 52 Pa. Code §§ 1.21 and 1.22.

2. Second, Duquesne Light already satisfied the concerns raised in the Complaint and Complainant has repeatedly refused (in a derogatory fashion) Duquesne Light's requests to access the Property to inspect the only issues in dispute: (1) potential safety concerns posed by electrical equipment purportedly connected to a solar panel at the Property; and (2) whether the Trust rectified the foreign load at the Property as it alleges. Complainant's refusal to provide

access not only has obstructed the orderly conduct of these proceedings as to the only two issues in dispute, but is also inimical to the public interest because it presents potential safety hazards to the Property's tenants, the surrounding homes, and Duquesne Light's facilities that are inimical to the public interest. See 52 Pa. Code § 5.245(c).

3. If the Complaint is not dismissed, Duquesne Light alternatively requests permission to terminate service at the Property until an inspection can confirm that the subject electrical equipment does not pose safety hazards.

## II. **BACKGROUND**

4. Complainants Famille S. Trust (the "Trust") and Lusala Simananga filed this Formal Complaint disputing responsibility for service charges and late fees that accrued on the account relating to the house meter at 510 South Avenue, Pittsburgh, PA 15221 (the "Property").<sup>1</sup> The disputed charges accrued on an account belonging to Complainant Simananga. The Trust is the owner of the Property and is not an individual. A printout of the Allegheny County Real Estate Portal's webpage showing the Trust as the owner of the Property is attached as Exhibit A.

5. Duquesne Light withdrew the charges disputed in the Complaint from Complainant Simananga's account. See Answer, ¶ 4(a).

6. Complainants acknowledged that, given the fact that Duquesne Light withdrew the charges disputed in the Complaint, the "substance of our formal complaint is now satisfied." A copy of Complainant's November 16, 2014 correspondence is attached as Exhibit B.

7. The Trust is not represented by an attorney.

8. In its New Matter, Duquesne Light noted that the Trust was not represented by counsel and requested that "the Commission issue an Order requiring the Complainants to have

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<sup>1</sup> The Property is a three story building that consists of three individual apartments. According to company records, there is one apartment unit per floor. There are four electric meters at the Property, one for each of the apartment units and a separate house meter.

an attorney enter an appearance by a date certain, in advance of the hearing. If the Complainants fail to comply with the requested Order, the Complaint should be dismissed with prejudice.” New Matter, ¶ 17.

9. To date, no attorney has entered an appearance on behalf of the Trust.

10. Duquesne Light also stated in its New Matter that it previously discovered foreign load on the Property’s first and second floors and that, pursuant to 66 Pa. C.S. § 1529.1, the company transferred the service on the accounts from the tenant into the name of the building owner – the Trust. New Matter, ¶¶ 18-19. The Trust denied the presence of foreign load at the Property.

11. On November 14, 2014, Duquesne Light inspected the Property to determine whether the Trust fixed the foreign load as it contended. Duquesne Light’s inspection revealed that Complainant had not fixed the foreign load on the first and second floors. In fact, Duquesne Light’s inspection revealed that foreign load was also present with respect to the third floor apartment.

12. During their inspection, Duquesne Light’s crewmembers also discovered a piece of electrical equipment that was purportedly connected to a solar panel at the Property.<sup>2</sup>

13. The subject electrical apparatus was wired in a manner that alerted Duquesne Light’s crewmembers to the risk of a potential safety hazard.

14. The Parties discussed the safety and foreign load concerns on the record during the initial telephonic hearing held on November 21, 2014, as well as the need for Duquesne Light to perform a complete inspection of the Property to determine the presence and extent of the potential safety hazards.

15. The Trust was not represented by an attorney at the initial telephonic hearing.

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<sup>2</sup> Complainant is not registered with Duquesne Light’s net metering program, which is a program that allows customers to use renewable energy sources (such as solar power) by installing generation equipment approved by the company for interconnecting with the company’s electrical distribution grid.

16. Pursuant to the Parties' discussion during the initial hearing, Duquesne Light sent correspondence to the Trust's representative on November 24, 2014, to coordinate a mutually convenient time for the inspection. A copy of Duquesne Light's November 24, 2014 email is attached as Exhibit C.

17. The Trust's representative responded to Duquesne Light's correspondence on December 1, 2014, and refused to provide dates on which Duquesne Light could inspect the Property. A true and accurate copy of the Trust's December 1, 2014 email is attached as Exhibit D.

18. Duquesne Light emailed Complainant on January 14, 2015, and again on February 10, 2015, in the hopes of setting a time for its inspection. Copies of Duquesne Light's email correspondence on January 14, 2015, and February 10, 2015, are attached collectively as Exhibit E.

19. The Trust responded on March 17, 2015, with several emails in which Complainant again refused to allow an inspection and levied several insults at Duquesne Light. Copies of Complainant's March 17, 2015 email correspondence is attached as Exhibit F.

20. Pursuant to Duquesne Light's Tariff, Duquesne Light is permitted to conduct an inspection of the equipment at the Property to confirm it meets the company's standards. Specifically, the Tariff provides that 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." Exhibit G, p. 1, Section 13. True and accurate copies of the Tariff provisions cited in this Motion are attached collectively as Exhibit G.<sup>3</sup>

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<sup>3</sup> Complainant stated in several communications that they want an "independent" investigation. As noted above, however, Duquesne Light has the right to conduct the inspection it requested. Duquesne Light certainly has no objection if Complainant wanted to send its own certified electrician or other professional to the inspection.

### III. ARGUMENT

**A. The Trust has refused to retain an attorney and, therefore, cannot proceed in this matter pursuant to the Commission's regulations, so the Complaint should be dismissed.**

21. 52 Pa. Code §§ 1.21 and 1.22 collectively provide that trusts shall be represented in adversarial proceedings by an attorney admitted to practice law before the Supreme Court of Pennsylvania. Duquesne Light requested an Order in its New Matter dismissing this complaint if an attorney failed to enter an appearance on behalf of the Trust. New Matter, ¶ 17.

22. The Commission informed the Trust numerous times that it must be represented by an attorney to continue in this proceeding.

23. The Initial Call-In Telephonic Hearing Notice explicitly states that a trust "must be represented by an attorney." *Id.* at p. 2 (emphasis added). A copy of the Hearing Notice is attached as Exhibit H.

24. Furthermore, the Commission's October 9, 2014 Prehearing Order states that "if you are a . . . trust . . . you must have an attorney licensed to practice law in the Commonwealth of Pennsylvania, or admitted *Pro Hac Vice*, represent you in this proceeding. Unless you are an attorney, you may not represent someone else. Attorneys shall insure that their appearance is entered in accordance with the provisions of 52 Pa. Code § 1.24(b)." *Id.* at ¶ 4. A copy of the Prehearing Order is attached as Exhibit I.

25. There is no attorney of record representing the Trust listed on the Complaint, the Trust was not represented by an attorney at the initial telephonic hearing, and no attorney has entered their appearance on behalf of the Trust despite the fact that this action has now been active for approximately seven months. Because the Trust is not represented by an attorney in violation of the Commission's regulations and orders, the Complaint should be dismissed with prejudice.

- B. The Complaint should be dismissed pursuant to 52 Pa. Code § 5.245(c) because the Trust's refusal to allow Duquesne Light inspect the safety and foreign load concerns at the Property obstructs the orderly conduct of this proceeding and raises safety concerns that are inimical to the public interest.**

26. 52 Pa. Code § 5.245(c) provides: "If the Commission or the presiding officer finds, after notice and opportunity for hearing, that the actions of a party . . . in a proceeding obstruct the orderly conduct of the proceeding and are inimical to the public interest, the Commission or the presiding officer may take appropriate action, including dismissal of the complaint, application, or petition, if the action is that of complainant, applicant, or petitioner."

27. Since Duquesne Light has already removed the charges disputed in the Complaint, the only issues disputed by the Parties are: (1) whether an electrical apparatus and its associated equipment at the Property poses safety concerns; and (2) whether the Trust has fixed the foreign load at the Property (as it contends). As discussed during the initial telephonic hearing, these issues can only be addressed by an on-site inspection providing Duquesne Light full access to the Property.

28. Despite repeated requests by Duquesne Light, Complainant refuses to provide Duquesne Light with access to the Property to complete such an inspection.

29. Complainant's refusal to provide access, and the disparaging manner in which it has done so, continues to disrupt the orderly conduct of this proceeding. It is also a violation of Duquesne Light's Tariff, which provides in pertinent: "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 . . . inspection and repairs . . . or for any other purpose incident to the service." Exhibit G, p. 2, Section 22.

30. More importantly, the Trust's conduct inimical to the public interest as Duquesne Light suspects that an electrical apparatus at the Property presents potential safety concerns to the Property's tenants, the surrounding homes, and Duquesne Light's facilities. As long as this

matter remains pending, Duquesne Light cannot terminate service at the Property based on its safety concerns, as it is otherwise authorized to do in its Tariff. Specifically, the Tariff provides: “The Company may terminate electric service and remove its equipment from the premises if in the judgment of the Company the customer’s installation has become dangerous or defective . . . or use thereof injuriously affects the equipment of the Company or the Company’s service to others. . . .” Exhibit G, p. 3, Section 30.

31. Tariffs that have been approved by the Commission have the force of law and are *binding on both the utility and its customers*. Brockway Glass Co. v. Pa. P.U.C., 437 A.2d 1067 (Pa. Cmwlth. 1981). It is Complainant’s burden to establish that Duquesne Light’s existing Tariff provisions are unreasonable or discriminatory, *i.e.* that it has properly refused access to the Property. Paul Kossman t/a Kossman Dev. Co. v. Pa. P.U.C., 694 A.2d 1147 (Pa. Cmwlth. 1997). That burden is very heavy because tariff provisions that have been properly submitted to and approved by the Commission are *prima facie* reasonable. Id. Complainant cannot meet that standard. Not only does the Trust’s behavior violate the Tariff, but, since it keeps this action alive, it also prevents Duquesne Light from acting in accordance with its Tariff (which allows Duquesne Light to terminate service if, in its judgment, the customer’s equipment is dangerous). See Exhibit G, p. 3, Section 30.

32. Since Complainant’s actions delay this matter from proceeding and, therefore, prevent Duquesne Light from inspecting its safety concerns at the Property in contravention of the Tariff, the Complaint should be dismissed pursuant to 52 Pa. Code § 5.245(c).

**C. If the Complaint is not dismissed, Duquesne Light should be allowed to terminate service at the Property until an inspection can verify the absence of unsafe conditions.**

33. Duquesne Light has a statutory obligation to “furnish and maintain adequate, efficient, safe, and reasonable service and facilities” and must “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." 66 Pa. C.S. § 1501 (emphasis added).

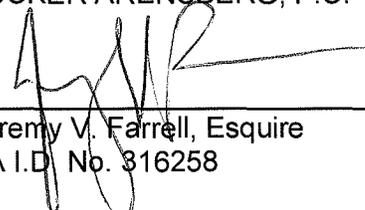
34. Without access to the Property, Duquesne Light cannot verify that the service presently being delivered to the Property is safe in light of its crewmembers' reports of potential safety hazards at the Property. Duquesne Light has an obligation under the law to provide service that is safe. See 66 Pa. C.S. § 1501. Complainant's failure to provide access to the Property also violates Duquesne Light's Tariff. Exhibit G, p. 2, Section 22.

35. Since the Complaint remains active, Duquesne Light cannot terminate service to the Property to ensure that no harm comes from the potential safety concerns at the Property.

36. Therefore, if the Complaint is not dismissed, Duquesne Light respectfully requests that it be granted permission to terminate service at the Property in accordance with Section 30 of its Tariff until it can conduct an inspection to determine the presence and extent of safety issues at the Property. See Exhibit G, p. 3, Section 30.

WHEREFORE, Respondent Duquesne Light Company respectfully requests that the Complaint be dismissed or, alternatively, that the Commission issue an Order permitting Duquesne Light to terminate electric service at the Property.

TUCKER ARENSBERG, P.C.



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

1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 594-3938  
(412) 594-5619 (fax)  
jfarrell@tuckerlaw.com

Counsel for Respondent, Duquesne Light  
Company

9/9/2014 11:46:29 AM

New Search Help Subscription Login



General Information

Parcel ID : 0176-C-00016-0000-00  
Property Address : 510 SOUTH AVE  
PITTSBURGH, PA 15221

Municipality : 866 WILKINSBURG  
Owner Name : FAMILLE SIMANANGA TRUST  
(FST)

School District :	Wilkinsburg Boro	Neighborhood Code :	86604
Tax Code :	Taxable	Recording Date :	1/25/2008
Owner Code :	Corporation	Sale Price :	\$0
State Code :	Residential	Deed Book :	13505
Use Code :	THREE FAMILY	Deed Page :	121
Homestead :	No	Abatement :	No
Farmstead :	No	Lot Area :	5,544 SQFT

	2014 Full Market Value		2014 County Assessed Value
Land Value	\$14,100	Land Value	\$14,100
Building Value	\$58,400	Building Value	\$58,400
Total Value	\$72,500	Total Value	\$72,500

	2013 Full Market Value		2013 County Assessed Value
Land Value	\$14,100	Land Value	\$14,100
Building Value	\$58,400	Building Value	\$58,400
Total Value	\$72,500	Total Value	\$72,500

Address Information

Tax Bill Mailing : FAMILLE SIMANANGA TRUST (FST)  
26 RUE DE KINGOY Q3  
COMMUNE DE N'DJILI VILLE DE KINSHASA  
CONGO

Owner Mailing : 26 RUE DE KINGOY Q3  
COMMUNE DE N'DJILI VILLE DE KINSHASA  
CONGO

Send data errors to  
[landhelp@alleghenycounty.us](mailto:landhelp@alleghenycounty.us)

[Property Assessments HomePage](#)

[Legal Disclaimer](#)



November 16, 2014

**Via Regular mail**

Administrative Law Judge Katrina L. Dunderdale  
Pennsylvania Public Utility Commission  
Piatt Place, Suite 220,  
301 Fifth Avenue, Pittsburgh, PA 15222

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

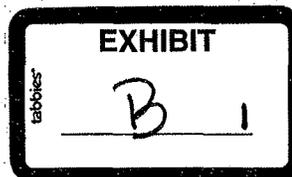
Dear Judge Dunderdale,

This is in reference to your October 9, 2014 pre-hearing order and the response of the Duquesne Light Response through their Counsel and the November 14, 2014 inspection of the property.

- 1) Duquesne Light Company has been authorized (See Exhibit 1) to enter the premise and check their alleged cross wiring and could not find one.
- 2) From the conversation between our agent and Duquesne Light teams conducted by Mr. Robison, it became apparent that there were both miscommunication and Knowledge gap that led them to their biased assumptions.
  - a) Solar panel in Northern Hemisphere must face the South side, which in our case is in the back of the property. They were looking that in the wrong place in their previous investigation.
  - b) We use off grid solar system, meaning the system is not connected to Duquesne power line. They were expecting connection to the meter. If that was the case, their meter should have been turning backward meaning the consumption should have been negative since we would have been sending electricity to the Duquesne power line.
  - c) Mr. Robison who conducted the teams even recognized that he is not familiar with off grid system. But we managed to show him and his team how it works from the Solar panel, deep cycle battery banks, inverters to the actual use of electricity to power the lights and devices. Since everything connected to it are motion sensed; we use less than 1% of the system capacity meaning we can add more light bulbs and devices if we choose to.
- 3) We have demonstrated in presence of Duquesne Light Company and occupants that we can and everybody can produce his own electricity if he knows how to size his system, used efficient storage battery banks and electronic control devices.
- 4) In his e-mail dated November 12, 2014, Mr. Jeremy V. Farrell offer to close the matter since the essence of our complaint was the bill that Duquesne light sent to collection agency and now reversed and erased (Exhibit 2). We did not object to that, but we wanted transparency and facts so we can close the matter for good.
- 5) **Conclusion:** Since everything has been clarified and Duquesne Light has erased the charged sent to collection agency, which brought us before your court, we think that the substance of our formal complaint is now satisfied and we agree with the demand of their Counsel Jeremy V. Farrell to settle the case. Meaning there is no need for further pursuing the matter and going ahead with the hearing.

Respectfully,

  
Famille S. Trust  
26, Rue de Kingoy  
Q.3, N'djili / Kinshasa, RDC



CC: Jeremy V. Farrell (Sent via e-mail and regular mail) and Margaret A. Mueller, (sent via e-mail)

Attn: Mueller, Margaret A.  
Regulatory Consumer Relations Specialist  
Duquesne Light Company  
411 7th Ave, 5<sup>th</sup> Floor  
Pittsburgh, PA 15219  
Phone 412-393-1405  
Fax 412-393-5526

November 9, 2014

SENT via e-mail to [MMueller@duqlight.com](mailto:MMueller@duqlight.com) and regular mail to Duquesne Light Company at 411 7th Ave, 5th Floor, Pittsburgh, PA 15219

Subject: Authorization by owner and occupants for Duquesne Light and PUC to check their alleged cross wiring in the building on November 14, 2014 at 4:00pm.

Dear Sir or Madam,

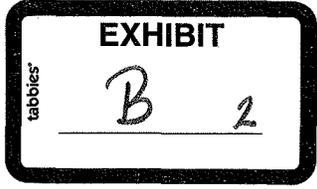
In response to your demand and e-mail last Friday, you are authorized to enter the building and check for the alleged cross wiring you claim exist, but we could not find.

After consultations we have been informed that occupants and representative of the owners agreed to be present at 510 South Ave, Pittsburgh, PA 15221 at 4:00 pm in order for you to check the alleged cross wiring in the building.

PS: Your visit to the property will be limited to verify the issue in question and we encourage all participants to be respectful to each other and avoid abuses when entering occupants' premises and hope the matter will be closed.

Thank you for your Cooperation;

Famille S. Trust  
26 Rue Kingoy Q.3 N'djili  
Kinshasa/RDC



moi We are fine about that. We do not need to waste our time and yours. We have asked the Duquesne light company to visit the property on November 14, 2014 at 4:00pm see ( attached letter To Mueller) so w

À

Farrell, Jeremy

nov 12 à 6h12 PM

We are fine about that. We do not need to waste our time and yours. We have asked the Duquesne light company to visit the property on November 14, 2014 at 4:00pm see ( attached letter To Mueller) so we can close the dispute for good.

Thank you for your time and consideration.

Famille S. Trust

Afficher l'historique des mails

Le Mercredi 12 novembre 2014 10h07, "Farrell, Jeremy" <jfarrell@tuckerlaw.com> a écrit :

Dear Sir or Madam:

As you may know, I represent Duquesne Light Company with respect to the formal complaint that you filed with the Public Utility Commission ("PUC") relating to the service charges on the house meter account at 510 South Avenue, Pittsburgh, PA 15221. The number for that account is 9001470957001 and the named account holder was Lusala Simananga.

The PUC promotes settlement of disputes between the parties and the Prehearing Order asks that Duquesne Light contact you to talk about a possible settlement of this case. (Paragraph 3.) I understand that you have been in contact with Peg Mueller from Duquesne Light regarding an inspection for foreign wiring at the property, but I wanted to reach out to you personally to talk about settlement of your PUC complaint.

As you may know from reading Duquesne Light's response to your formal complaint, Duquesne Light has already erased all the charges previously associated with Account # 9001470957001. You do not owe any money to Duquesne Light for that account.

Since those previous charges on Account # 9001470957001 (which no longer exist) are the basis for your PUC complaint, I am hopeful that we can settle this claim without the need for a hearing and ask that you contact me at the telephone number below or by responding to this email. Thank you for your attention to this matter.

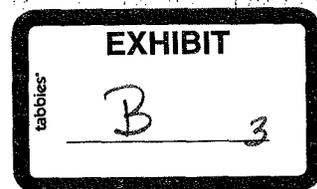
Regards,

**Jeremy V. Farrell, Esq.**  
1500 One PPG Place | Pittsburgh, PA 15222  
Phone: (412) 594-3938 | Fax: (412) 594-5619

THIS TRANSMISSION IS INTENDED ONLY FOR THE USE OF THE ADDRESSEE AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL, AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY.

VIA E-MAIL: jfarrell@tuckerlaw.com

Exhibit 2



**Farrell, Jeremy**

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**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:

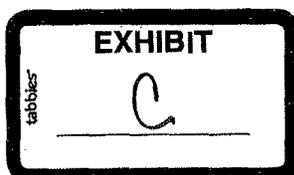
This email is a follow-up to our hearing with yourself and Judge Dunderdale on Friday, November 21<sup>st</sup>. I would like to coordinate a date and time that is convenient for you so we can schedule our investigation for the property at 510 South Avenue. We will need access to all floors, the basement,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

Please know that our engineer will not be available this Friday, November 28<sup>th</sup> and the timeframe from December 19<sup>th</sup> through December 26<sup>th</sup> 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](mailto:mtamilya@duqlight.com)



**Farrell, Jeremy**

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**From:** Felly bebe papa [vision2500@yahoo.fr]  
**Sent:** Monday, December 01, 2014 2:24 PM  
**To:** Tamilla, 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.

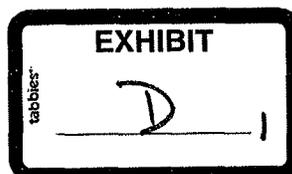
- (1) What is the point of providing you access when your alleged expert and engineer come in; saw one thing and report a different story. Mr. Robison and Farrell know deep inside themselves that what they wrote about are not true. Their false accusations will comeback and hunt them in all aspect of 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, "Tamilla, Marie E" <MTamilla@duqlight.com> a écrit :

Dear Mr. Matundu:



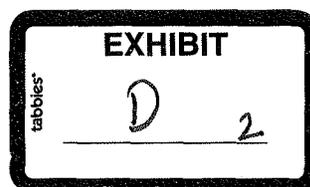
This email is a follow-up to our hearing with yourself and Judge Dunderdale on Friday, November 21<sup>st</sup>. I would like to coordinate a date and time that is convenient for you so we can schedule our investigation for the property at 510 South Avenue. We will need access to all floors, the basement,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

Please know that our engineer will not be available this Friday, November 28<sup>th</sup> and the timeframe from December 19<sup>th</sup> through December 26<sup>th</sup> 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](mailto:mtamilya@duqlight.com)



**Farrell, Jeremy**

---

**From:** Tamilya, Marie E [MTamilya@duqlight.com]  
**Sent:** Tuesday, February 10, 2015 12:51 PM  
**To:** 'vision2500@yahoo.fr'  
**Cc:** Farrell, Jeremy  
**Subject:** RE: FOLLOW:UP - Investigation for 510 South Avenue, Pittsburgh, PA 15221

Dear Mr. Matundu:

I have not heard back from you in regard to my prior emails on November 24, 2014 and again on January 14, 2015. We need to coordinate a date and time for our appointment.

Also, I wanted you to be aware that we recently implemented a new customer care and billing system. With this new system, the disputed amounts will not be shown on your future bills until the dispute is closed. As of today, the present account balance on each account (apartments 1, 2 and 3 at 510 South Avenue) will be in dispute. [To clarify, the disputed amount means the balance you owed on each account when we received your formal complaint. Due to the conversion of our new system, we included all bills through today. No collection action will be taken on this money while in dispute. Any future bills will be non-disputed.]

Mr. Matundu, I request that you contact me.

Regards,

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



---

**From:** Tamilya, Marie E  
**Sent:** Wednesday, January 14, 2015 4:35 PM  
**To:** 'vision2500@yahoo.fr'  
**Cc:** 'Farrell, Jeremy'  
**Subject:** FOLLOW:UP - Investigation for 510 South Avenue, Pittsburgh, PA 15221

Dear Mr. Matundu:

This email is a follow-up to our hearing before Judge Dunderdale on Friday, November 21, 2014. I previously sent you an email on November 24, 2014 asking to coordinate a date and time that is convenient for you in order to schedule our inspection at 510 South Avenue. The inspection will determine whether the wiring presents any safety concerns, complies with Duquesne Light Company's equipment, and whether the foreign load has been rectified.

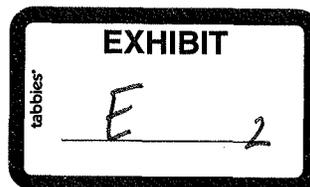
I have not heard back from you and given the potential safety issues, as previously discussed with Judge Dunderdale at the hearing, it is in the best interests of all involved (including your tenants) that this inspection take place as quickly as possible.

The investigation can be scheduled Monday through Friday, between the hours of 9:00 a.m. and 3:00 p.m., excluding January 29, 2015 and February 5, 2015. Please contact me with several dates and times so I can confirm our appointment. As a reminder, our Company representatives will need access to all floors, including the basement, and the garage.

I look forward to hearing from you soon. Thank you.

Regards,

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



**Tamilia, Marie E**

---

**From:** Felly bebe papa <vision2500@yahoo.fr>  
**Sent:** Tuesday, March 17, 2015 10:52 AM  
**To:** Tamilia, Marie E  
**Subject:** Re: FOLLOW:UP - Investigation for 510 South Avenue, Pittsburgh, PA 15221

reply have been sent to Duquesne light on February 2015 and to your counsel. We owe you nothing for we have no use for your service. You must deal with incompetence and lack integrity inside your organization.

You have asked for independent investigation to close the matter, but your company and your counsel are refusing. If something need to be fixed, it should be your organization and your people.

A dust grain of integrity is far better than a career in brick boxes you call office.

When you are ready for independent investigation we can talk. We have no time in continuing to trespod to your stupidities

Thanks

Le Mardi 10 février 2015 12h51, "Tamilia, Marie E" <[MTamilia@duqlight.com](mailto:MTamilia@duqlight.com)> a écrit :

Dear Mr. Matundu:

I have not heard back from you in regard to my prior emails on November 24, 2014 and again on January 14, 2015. We need to coordinate a date and time for our appointment.

Also, I wanted you to be aware that we recently implemented a new customer care and billing system. With this new system, the disputed amounts will not be shown on your future bills until the dispute is closed. As of today, the present account balance on each account (apartments 1, 2 and 3 at 510 South Avenue) will be in dispute. [To clarify, the disputed amount means the balance you owed on each account when we received your formal complaint. Due to the conversion of our new system, we included all bills through today. No collection action will be taken on this money while in dispute. Any future bills will be non-disputed.]

Mr. Matundu, I request that you contact me.

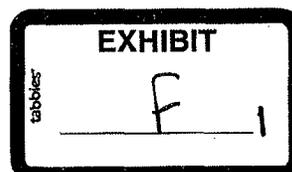
Regards,

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

**From:** Tamilia, Marie E  
**Sent:** Wednesday, January 14, 2015 4:35 PM  
**To:** 'vision2500@yahoo.fr'  
**Cc:** 'Farrell, Jeremy'  
**Subject:** FOLLOW:UP - Investigation for 510 South Avenue, Pittsburgh, PA 15221

Dear Mr. Matundu:

1



This email is a follow-up to our hearing before Judge Dunderdale on Friday, November 21, 2014. I previously sent you an email on November 24, 2014 asking to coordinate a date and time that is convenient for you in order to schedule our inspection at 510 South Avenue. The inspection will determine whether the wiring presents any safety concerns, complies with Duquesne Light Company's equipment, and whether the foreign load has been rectified.

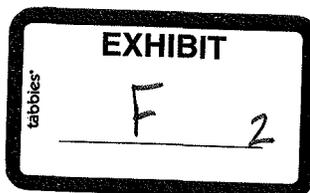
I have not heard back from you and given the potential safety issues, as previously discussed with Judge Dunderdale at the hearing, it is in the best interests of all involved (including your tenants) that this inspection take place as quickly as possible.

The investigation can be scheduled Monday through Friday, between the hours of 9:00 a.m. and 3:00 p.m., excluding January 29, 2015 and February 5, 2015. Please contact me with several dates and times so I can confirm our appointment. As a reminder, our Company representatives will need access to all floors, including the basement, and the garage.

I look forward to hearing from you soon. Thank you.

Regards,

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



**Tamilia, Marie E**

---

**From:** Felly bebe papa <vision2500@yahoo.fr>  
**Sent:** Tuesday, March 17, 2015 10:57 AM  
**To:** Tamilia, Marie E  
**Subject:** Re: FOLLOW:UP - Investigation for 510 South Avenue, Pittsburgh, PA 15221

All bill present and past are in dispute because of your lack of integrity and incompetence to conduct transparent and fair investigation.

There is no cross wiring or foreign load whatsoever between 1 or 2nd Floor or any other place. Keep in mind that you company deserve no further consideration. Why are you afraid about independent investigation. Your people are incompetent and big fiasco.

Thank you.

Le Mardi 17 mars 2015 10h52, Felly bebe papa <[vision2500@yahoo.fr](mailto:vision2500@yahoo.fr)> a écrit :

reply have been sent to Duquesne light on February 2015 and to your counsel. We owe you nothing for we have no use for your service. You must deal with incompetence and lack integrity inside your organization.

You have asked for independent investigation to close the matter, but your company and your counsel are refusing. If something need to be fixed, it should be your organization and your people.

A dust grain of integrity is far better than a career in brick boxes you call office.

When you are ready for independent investigation we can talk. We have no time in continuing to trespass to your stupidities

Thanks

Le Mardi 10 février 2015 12h51, "Tamilia, Marie E" <[MTamilia@duqlight.com](mailto:MTamilia@duqlight.com)> a écrit :

Dear Mr. Matundu:

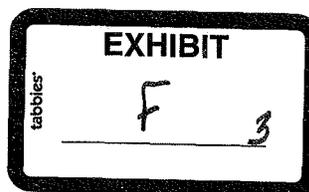
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Also, I wanted you to be aware that we recently implemented a new customer care and billing system. With this new system, the disputed amounts will not be shown on your future bills until the dispute is closed. As of today, the present account balance on each account (apartments 1, 2 and 3 at 510 South Avenue) will be in dispute. [To clarify, the disputed amount means the balance you owed on each account when we received your formal complaint. Due to the conversion of our new system, we included all bills through today. No collection action will be taken on this money while in dispute. Any future bills will be non-disputed.]

Mr. Matundu, I request that you contact me.

Regards,

**Marie E. Tamilia** | Supervisor | Regulatory Consumer Relations  
**Duquesne Light Company**  
412-393-4601 (work)  
412-393-5601 (fax)



[mtamilia@duqlight.com](mailto:mtamilia@duqlight.com)

**From:** Tamilya, Marie E  
**Sent:** Wednesday, January 14, 2015 4:35 PM  
**To:** 'vision2500@yahoo.fr'  
**Cc:** 'Farrell, Jeremy'  
**Subject:** FOLLOW:UP - Investigation for 510 South Avenue, Pittsburgh, PA 15221

Dear Mr. Matundu:

This email is a follow-up to our hearing before Judge Dunderdale on Friday, November 21, 2014. I previously sent you an email on November 24, 2014 asking to coordinate a date and time that is convenient for you in order to schedule our inspection at 510 South Avenue. The inspection will determine whether the wiring presents any safety concerns, complies with Duquesne Light Company's equipment, and whether the foreign load has been rectified.

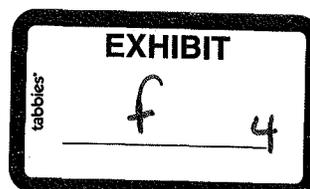
I have not heard back from you and given the potential safety issues, as previously discussed with Judge Dunderdale at the hearing, it is in the best interests of all involved (including your tenants) that this inspection take place as quickly as possible.

The investigation can be scheduled Monday through Friday, between the hours of 9:00 a.m. and 3:00 p.m., excluding January 29, 2015 and February 5, 2015. Please contact me with several dates and times so I can confirm our appointment. As a reminder, our Company representatives will need access to all floors, including the basement, and the garage.

I look forward to hearing from you soon. Thank you.

Regards,

**Marie E. Tamilya** | Supervisor | Regulatory Consumer Relations  
**Duquesne Light Company**  
412-393-4601 (work)  
412-393-5601 (fax)  
[mtamilia@duqlight.com](mailto:mtamilia@duqlight.com)



**Tamilia, Marie E**

---

**From:** Felly bebe papa <vision2500@yahoo.fr>  
**Sent:** Tuesday, March 17, 2015 3:43 PM  
**To:** Tamilia, Marie E  
**Subject:** Re: FOLLOW:UP - Investigation for 510 South Avenue, Pittsburgh, PA 15221

All bills past, present and future are invalid because we did not, do not and will not have any use for your services and we did not requested any service from your company. We are not responsible to any service you are providing to anyone past, present or future. We are not a utility service provider. and we have not interest to become one.

What kind of company or people are you? We have no place for mediocre and incompetents. The problems you claim never existed or exist. Why are you trying to sell us service we have no use for ? for a problem which does not exist and ever existed?

We are not going to pay you for services we did not requested neither have use for. Use common senses. Read this in front of your bosses and managements. If they cannot grasp the significance of these sentences. Then it is time to claim the soul of your company from the altar of the god of insane and dishonest profits.

A dust grain of integrity is far better than a career in bricks boxes prison you mistakenly call work or office. Only independent and transparent tests will be accepted. We have no trust with your people because of their cheap and free insult to Engineering profession.

Thanks

Le Mardi 10 février 2015 12h51, "Tamilia, Marie E" <[MTamilia@duqlight.com](mailto:MTamilia@duqlight.com)> a écrit :

Dear Mr. Matundu:

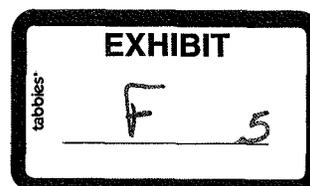
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**Sent:** Wednesday, January 14, 2015 4:35 PM  
**To:** 'vision2500@yahoo.fr'  
**Cc:** 'Farrell, Jeremy'  
**Subject:** FOLLOW:UP - Investigation for 510 South Avenue, Pittsburgh, PA 15221

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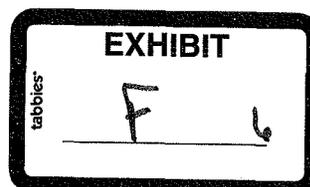
I have not heard back from you and given the potential safety issues, as previously discussed with Judge Dunderdale at the hearing, it is in the best interests of all involved (including your tenants) that this inspection take place as quickly as possible.

The investigation can be scheduled Monday through Friday, between the hours of 9:00 a.m. and 3:00 p.m., excluding January 29, 2015 and February 5, 2015. Please contact me with several dates and times so I can confirm our appointment. As a reminder, our Company representatives will need access to all floors, including the basement, and the garage.

I look forward to hearing from you soon. Thank you.

Regards,

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**Duquesne Light Company**  
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412-393-5601 (fax)  
[mtamilya@duqlight.com](mailto: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**

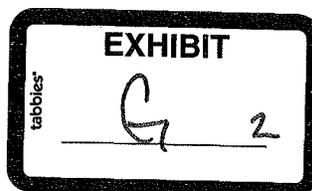
**22. ACCESS TO PREMISES** Company representatives, who are properly identified, shall have full and free access to the customer's premises at all reasonable times for the purpose of reading Company meters, for inspection and repairs, for removal of Company property, or for any other purpose incident 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

**RULES AND REGULATIONS - (Continued)**

**DISCONTINUANCE, CURTAILMENT OR INTERRUPTION OF ELECTRIC SERVICE – (Continued)**

**26.1 COLLECTION REVIEW** The Company shall review accounts for collection purposes as reasonable and appropriate. The Company may pursue all lawful means of collection of accounts as permitted by applicable law. (C)

**27. CONTRACTS OR APPLICATIONS** Where electric service has been established without the customer first having executed a written contract or application, the Company reserves the right to terminate electric service and remove its equipment from the premises upon reasonable notice in case the customer refuses or neglects to execute a written contract or application when requested so to do by the Company. When a residential customer or a residence is involved, the Company will comply with the provisions of 52 Pa. Code Chapter 56, "Standards and Billing Practices for Residential Utility Service" and 66 Pa.C.S. § 1406, "Termination of Utility Service."

**28. DEPOSITS** The Company reserves the right to terminate electric service and remove its equipment from the premises upon reasonable notice in case the customer refuses or neglects to post a cash deposit based on Company charges when requested to do so by the Company, as provided under Rule No. 5. When a residential customer or a residence is involved, the Company will comply with the provisions of 52 Pa. Code Chapter 56, "Standards and Billing Practices for Residential Utility Service" and 66 Pa.C.S. § 1406, "Termination of Utility Service."

**29. UNDERGROUND SERVICE** The Company reserves the right to terminate electric service and remove its equipment from the premises upon reasonable notice when the customer refuses or neglects to provide at his own expense the necessary facilities for receiving underground service, as provided under Rule No. 13.1. When a residential customer or a residence is involved, the Company will comply with the provisions of 52 Pa. Code Chapter 56, "Standards and Billing Practices for Residential Utility Service" and 66 Pa.C.S. § 1406, "Termination of Utility Service."

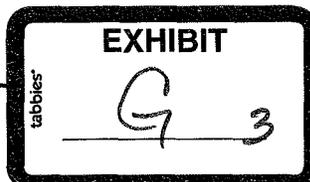
**30. HAZARDOUS AND IMPROPER CONDITIONS** The Company may terminate electric service and remove its equipment from the premises if in the judgment of the Company the customer's installation has become dangerous or defective, or if the Company has received a notice from the proper authorities that the customer's equipment is dangerous or defective, or if the customer's equipment or use thereof injuriously affects the equipment of the Company or the Company's service to other customers. When a residential customer or a residence is involved, the Company will comply with the provisions of 52 Pa. Code Chapter 56, "Standards and Billing Practices for Residential Utility Service" and 66 Pa.C.S. § 1406, "Termination of Utility Service."

**31. MISREPRESENTATIONS** The Company reserves the right to terminate electric service and remove its equipment from the premises in case the customer has made misrepresentations to the Company with respect to the customer's identity or the use of the electric service. When a residential customer or a residence is involved, the Company will comply with the provisions of 52 Pa. Code Chapter 56, "Standards and Billing Practices for Residential Utility Service" and 66 Pa.C.S. § 1406, "Termination of Utility Service."

**32. REDISTRIBUTION** The Company reserves the right to terminate electric service and remove its equipment from the premises upon reasonable notice in case the customer redistributes the electric service contrary to the provisions set forth in this tariff. When a residential customer or a residence is involved, the Company will comply with the provisions of 52 Pa. Code Chapter 56, "Standards and Billing Practices for Residential Utility Service" and 66 Pa.C.S. § 1406, "Termination of Utility Service."

(C) – Indicates Change

ISSUED: DECEMBER 15, 2014



EFFECTIVE: DECEMBER 21, 2014



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
Office of Administrative Law Judge  
P.O. BOX 3265, HARRISBURG, PA 17105-3265  
October 7, 2014

IN REPLY PLEASE  
REFER TO OUR FILE

In Re: C-2014-2440650

(SEE ATTACHED LIST)

Famille S. Trust v. Duquesne Light Company

Billing Dispute

Call-In Telephone Hearing Notice

This is to inform you that a hearing by telephone on the above-captioned case will be held as follows:

Type: Initial Call-In Telephonic Hearing  
Date: Friday, November 21, 2014  
Time: 10:00 a.m.  
Presiding: Administrative Law Judge Katrina L. Dunderdale  
Piatt Place  
Suite 220  
301 5<sup>th</sup> Avenue  
Pittsburgh, PA 15222  
Telephone: 412.565.3550  
Fax: 412.565.5692

At the above date and time, you must call into the hearing. If you fail to do so, your case will be dismissed. You will not be called by the Administrative Law Judge.

To participate in the hearing,

- You must dial the toll-free number listed below
- You must enter a PIN number when instructed to do so, also listed below
- You must speak your name when prompted
- The telephone system will connect you to the hearing

Toll-free Bridge Number: 1.855.750.1027  
PIN Number: 050995



If you have any witnesses you want to have present during the hearing, you must provide them with the telephone number and PIN number.

If you have any hearing exhibits to which you will refer during the hearing, three (3) copies must be sent to the Administrative Law Judge and one (1) copy each must be sent to every other party. All copies must be received at least five (5) business days before the hearing.

*Attention: You may lose the case if you do not take part in this hearing and present facts on the issues raised.*

You must serve the Presiding Officer with a copy of ANY document you file in this case.

Individuals representing themselves are not required to be represented by an attorney. All others (corporation, partnership, association, trust or governmental agency or subdivision) must be represented by an attorney. An attorney representing you should file a Notice of Appearance before the scheduled hearing date.

If individuals filing **consumer complaints** are interested in receiving legal representation, they may contact the Widener Harrisburg Civil Law Clinic, located at 3605 Vartan Way, Harrisburg, PA 17110, by telephone at 717.541.0320 or via email at [lawclinichb@mail.widener.edu](mailto:lawclinichb@mail.widener.edu). Based on the individual's income, legal representation may be available at no cost or a reduced fee. For additional information see Widener Harrisburg's Civil Law Clinic's website:

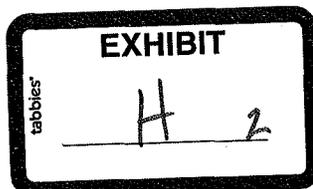
<http://law.widener.edu/Academics/ClinicalProgramsandProfessionalTraining/Clinics/HarrisburgCivilLawClinic.aspx>

If you are a person with a disability, and you wish to attend the hearing, we may be able to make arrangements for your special needs. Please call the scheduling office at the Public Utility Commission at least five (5) business days prior to your hearing to submit your request.

If you require an interpreter to participate in the hearings, we will make every reasonable effort to have an interpreter present. Please call the scheduling office at the Public Utility Commission at least ten (10) business days prior to your hearing to submit your request.

- Scheduling Office: 717.787.1399
- AT&T Relay Service number for persons who are deaf or hearing-impaired: 1.800.654.5988

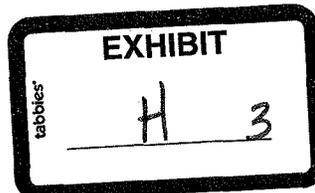
pc: ALJ Dunderdale  
Ariel Wolf  
File Room  
Calendar File



C-2014-2440650 - FAMILLE S. TRUST v. DUQUESNE LIGHT COMPANY

FAMILLE S TRUST  
510 SOUTH AVE  
PITTSBURGH PA 15221

JEREMY V FARRELL ATTORNEY  
TUCKER ARENSBERG PC  
1500 ONE PPG PLACE  
PITTSBURGH PA 15222  
412.594.3938  
*Representing Duquesne Light Company*  
Accepts E-service



**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Famille S. Trust	:	
	:	
v.	:	C-2014-2440650
	:	
Duquesne Light Company	:	

**PREHEARING ORDER**

An initial telephonic hearing in this case is scheduled for Friday, November 21, 2014, at 10:00 a.m. To participate in the hearing, you must dial the toll-free number listed below. You will be prompted to enter a PIN number, which is also listed below. You will be asked to speak your name and then the telephone system will connect you to the hearing. If you have any witnesses you want to have present during the hearing, you must provide them with the telephone number and PIN number.

Toll-free Bridge Number: 1-855-750-1027

PIN Number: 050995

**You must call into the hearing on the scheduled day and time. If you fail to do so, your case will be dismissed. You will not be called by the Administrative Law Judge.**

The parties also are hereby directed to comply with the following requirements:

1. A request for a change of the scheduled hearing date must state the agreement or opposition of other parties, and must be submitted in writing no later than five (5) days prior to the hearing. 52 Pa. Code §1.15(b). Requests for changes of hearing dates



must be sent to me and all parties of record. The correct address is:

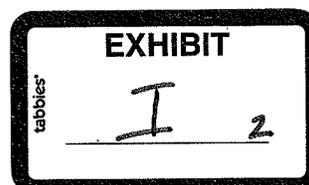
Pennsylvania Public Utility Commission  
Office of Administrative Law Judge  
Piatt Place, Suite 220  
301 Fifth Avenue  
Pittsburgh, PA 15222  
Telephone: (412) 565-3550  
Fax: (412) 565-5692

**Changes are granted only in rare situations where good cause exists.**

2. If you intend to present any documents or exhibits for my consideration at the hearing, you must send three (3) copies of each document to me, and one (1) copy of each document to every other party in this case. Your documents or exhibits must be received by me and every other party one (1) week before the scheduled hearing. Be sure that you serve me directly with a copy of any document that you file in this proceeding at the time of its filing. If you send me any correspondence or document, you must also send a copy of that correspondence or document to every other party. For your convenience, a copy of the Commission's current service list of all parties to this proceeding is enclosed with this Order.

3. **Commission policy promotes settlements. 52 Pa. Code §5.231(a). The utility will contact the customer at least one (1) week before the scheduled hearing to talk about a possible settlement of this case.** Even if you are unable to settle this case, you may still resolve many questions or issues during your talks. If an agreement is reached, a formal hearing will not be necessary and the scheduled hearing will be cancelled.

4. Pursuant to 52 Pa. Code §§1.21 & 1.22, you may represent yourself, if you are an individual, or you may have an attorney licensed to practice law in the Commonwealth of Pennsylvania, or admitted *Pro Hac Vice*, represent you. However, if you are a partnership, limited liability company, corporation, trust, association, or governmental agency or subdivision, you must have an attorney licensed to practice law in the Commonwealth of Pennsylvania, or admitted *Pro Hac Vice*, represent you in this proceeding. Unless you are an attorney, you may not represent someone else. Attorneys shall insure that their appearance is entered in accordance with the provisions of 52 Pa. Code §1.24(b).



5. If you intend to subpoena witnesses for the hearing, you should review the procedures established in 52 Pa. Code §5.421. You must submit your written application to me sufficiently in advance of the hearing date so that the other parties will have the required ten (10) days' notice to answer or object, and so that you will have enough time to receive the subpoena and serve it.

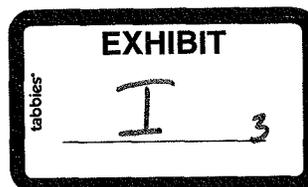
6. Any party may conduct discovery to learn the factual basis of another party's position in this case. However, 52 Pa. Code §5.331(b) provides, in relevant part, that "[a] party shall initiate discovery as early in the proceedings as reasonably possible." Additionally, 52 Pa. Code §5.322 provides, in relevant part, that "parties are encouraged to exchange information on an informal basis." All parties are urged to cooperate in informal information exchanges and in conducting discovery. Cooperation is preferable to disagreements, which require my participation to resolve. There are limitations on discovery (52 Pa. Code §5.361) and sanctions for abuse of the discovery process (52 Pa. Code §§5.371 & 5.372).

7. The Complainant bears the burden of proof in this proceeding and must show by a preponderance of the evidence that the Respondent has violated the Public Utility Code or a regulation or an Order of this Commission so that the Complainant is entitled to the relief requested in the complaint. 66 Pa. C.S. §332(a).

8. Pursuant to 52 Pa. Code §§1.21 & 1.22, an individual is not required to have a lawyer present for the Formal complaint process before the Public Utility Commission. You may represent yourself. However, if you are interested in receiving legal representation, you may contact the Widener Harrisburg Civil Law Clinic located at 3605 Vartan Way, Harrisburg, PA 17110, by phone at 717-541-0320 or via email at [lawclinichb@mail.widener.edu](mailto:lawclinichb@mail.widener.edu). For additional information see Widener Harrisburg's Civil Law Clinic's website:

[www.law.widener.edu/Academics/ClinicalProgramsandProfessionalTraining/Clinics/HarrisburgCivilLawClinic.aspx](http://www.law.widener.edu/Academics/ClinicalProgramsandProfessionalTraining/Clinics/HarrisburgCivilLawClinic.aspx)

Based on your income, legal representation may be available to you at no cost or a reduced fee.



9. **YOU MAY LOSE THIS CASE, IF YOU DO NOT TAKE PART IN THIS HEARING AND PRESENT EVIDENCE ON THE ISSUES RAISED. 52 Pa. Code §5.245.**

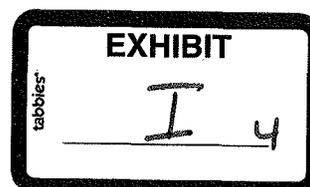
10. Although the hearing is being conducted telephonically for the convenience of the parties, it is still a formal legal proceeding and will be conducted in accordance with the Commission's Rules of Practice and Procedure. 52 Pa. Code §§1.1, *et seq.*

11. If you, or anyone you plan to call as a witness on your behalf, have a limited ability to speak or understand English or are deaf or hearing-impaired, a qualified interpreter can be provided upon your request. If you want an interpreter, please contact the Scheduling Office at least ten (10) days before the scheduled Prehearing Conference or Hearing to make your request.

Scheduling Office: (717) 787-1399  
AT&T Relay Service number for persons who are deaf or hearing-impaired:  
1-800-654-5988.

Date: October 9, 2014

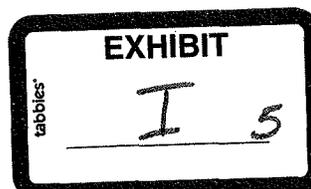
  
Katrina L. Dunderdale  
Administrative Law Judge



C-2014-2440650 - FAMILLE S. TRUST v. DUQUESNE LIGHT COMPANY

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*Accepts E-service*



**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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

**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):

Famille S. Trust  
510 South Avenue  
Pittsburgh, PA 15221

Dated this 31<sup>st</sup> day of March, 2015

TUCKER ARENSBERG, P.C.



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

1500 One PPG Place  
Pittsburgh, PA 15222  
(412) 594-3938  
(412) 594-5619 (fax)  
jfarrell@tuckerlaw.com

Counsel for Respondent, Duquesne Light  
Company