

February 11, 2016

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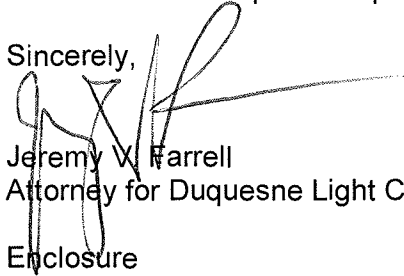
Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

RE: Frank Rezzetano v. Duquesne Light Company  
Docket No. C-2015-2462441

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,



Jeremy V. Farrell  
Attorney for Duquesne Light Company

Enclosure

cc: Frank Rezzetano (with enclosure)  
Office of Special Assistants (OSA), via email (with enclosure)

LIT:600618-1 014657-158498

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

FRANK REZZETANO	)	
	)	
	)	
vs.	)	Docket No. C-2015-2462441
	)	
DUQUESNE LIGHT COMPANY,	)	
	)	
Respondent.	)	

**RESPONDENT DUQUESNE LIGHT COMPANY'S REPLIES TO EXCEPTIONS**

TO THE HONORABLE COMMISSION:

Respondent Duquesne Light Company ("Duquesne Light" or the "Company"), by and through its attorneys, Tucker Arensberg, P.C., files the following Replies to Complainant's Exceptions to the Initial Decision of Administrative Law Judge Katrina Dunderdale:

**I. INTRODUCTION**

Complainant's Exceptions should be rejected for two simple reasons. First, they are untimely. The Exceptions were not filed until after the Commission's Final Order dismissed the Complaint and the Commission never granted Complainant permission to file belated Exceptions. Second, ALJ Dunderdale properly determined that Duquesne Light provided reasonable service with respect to the application of two payments to Complainant's accounts and in billing Complainant for service consumed at one of his properties while he was the ratepayer of record.

**II. BACKGROUND**

**A. Procedural History**

On November 23, 2015, the Commission served the Parties with Administrative Law Judge Katrina Dunderdale's Initial Decision dismissing the Complaint. See the Commission's 2/2/2016 Secretarial Letter, which the Secretary placed on the record and is attached in the

Appendix to Duquesne Light's Reply Exceptions.<sup>1</sup> The Initial Decision was accompanied by a Secretarial Letter stating that exceptions to the Initial Decision were due within 20 days of service. *Id.* Neither party filed exceptions by that deadline, so the Commission entered a Final Order adopting the Initial Decision on December 28, 2015. *Id.* On December 31, 2015, Complainant mailed a letter to the Commission (but did not send it to Duquesne Light) asking for an extension of time to file exceptions. *Id.* The Commission forwarded the letter to undersigned counsel and gave Duquesne Light until January 26, 2016, to respond to the request for extension. Duquesne Light filed its opposition on January 26, 2016. *Id.*<sup>2</sup>

Rather than waiting for an Order granting or denying his request for an extension, Complainant filed the pending Exceptions on January 26, 2016. *Id.* As of the date of these Reply Exceptions, the Commission has still not approved Complainant's request to file Exceptions beyond the deadline set forth in the Commission's regulations.

## **B. Facts**

Complainant's claims against Duquesne Light relate to two issues: (1) the application of two checks to Complainants' accounts;<sup>3</sup> and (2) the propriety of bills Complainant received for service consumed at an allegedly vacant rental unit while Complainant was the ratepayer of record. Initial Decision, p. 7. As background, Complainant owns many properties and has several accounts with Duquesne Light. The two that are relevant to Complainant's allegations, both of which are multi-unit rental properties, are: (1) 4625 Liberty Avenue, Second Floor Apartment, Pittsburgh, PA 15224 (the "Liberty Avenue Property"); and (2) 457 Sapphire Way, Second Floor Apartment, Pittsburgh, PA 15224 (the "Sapphire Way Property"). Initial Decision, p. 3.

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<sup>1</sup> All documents cited in Duquesne Light's Reply Exceptions are located in the Appendix.

<sup>2</sup> In a separate Secretarial Letter, the Commission gave Duquesne Light until January 26, 2016, to respond to Complainant's request for an extension. A copy is attached to Duquesne Light's Appendix.

<sup>3</sup> Curiously, Complainant now contends that this case "is not about how [Duquesne Light] applied and credited funds to [Complainant's] various accounts." Exceptions, p. 1. Complainant nevertheless spends considerable time discussing the application of checks in his Exceptions.

1. Application of Payments to Complainant's Accounts

Complainant contends that Duquesne Light misapplied two of his checks to the accounts referenced above. The first was dated February 7, 2014, and was written in the amount of \$500.00 (the "\$500 Check"). Respondent's Exhibit 1, p. 1. The second was dated April 8, 2014, and was made out for \$830.72 (the "830.72 Check"). Respondent's Exhibit 2, p. 1.

A brief overview of Duquesne Light's payment processing procedures is necessary to a resolution of Complainant's claims. Duquesne Light's payment processing department typically receives 20,000 - 25,000 electronic payments and payments by check for processing each day. July 7 Tr. at 60-61. To efficiently respond to so many payments, Duquesne Light utilizes an automated system for payments made by check, in which an employee extracts the payment stub and check from the mailing envelope, places the items on the processing machine, which then scans the payment stub and check into a computerized system. Initial Decision, p. 4.<sup>4</sup> The machine reads the front of the check and the payment stub, noting for the computerized system important identifying information and the amount of the payment made. Initial Decision, p. 4; July 7 Tr. at 62-66 and 89-93. Duquesne Light's payment processing machine applies payments in accordance with the payment stubs submitted with the check. July 7 Tr. at 65.<sup>5</sup>

The processing machine does not read the back of customers' checks. Initial Decision, p. 5; July 7 Tr. at 67-76 and 89-93.<sup>6</sup> Tom Figure, Duquesne Light's Supervisor of Payment Processing, explained that the system is not designed to scan and read the back of checks sent by customers because "[t]he back of the check is really used for banking purposes, for actually pulling the funds, requesting the funds from the issuer's bank coming back to us. There's no

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<sup>4</sup> ALJ Dunderdale noted the benefits of Duquesne Light's automated system for both the Company and its customers, stating: "Such a procedure benefits both Mr. Rezzetano and Duquesne Light, as well as all of DLC's other customers, due to the speed and efficiency of using the automated system when receiving checks in the mail. It is not reasonable for Mr. Rezzetano to insist the system be altered and his payments must be handled manually when DLC has provided him with payment stubs on which he can clearly indicate how he wants his payment applied across multiple accounts." Initial Decision, p. 11.

<sup>5</sup> Duquesne Light sends the payment stubs to its customers with each monthly bill. July 7 Tr. at 64.

information on that check that we would -- the back of the check that we would gain when applying the payment." July 7 Tr. at 60 and 65. Mr. Figure added that it is extremely rare for customers to write anything of importance on the backs of their checks when submitting payments and noted that he never encountered another instance like the one presented in this case -- *i.e.* where a customer attempts to allocate payments between various accounts by writing on the back of the check. July 7 Tr. at 65.

a. *The \$500 Check*

On February 7, 2014, Complainant mailed a check in the amount of \$500.00 to Duquesne Light's payment processing center. Initial Decision, p. 3. Complainant wrote on the back of the check that he wanted \$150 to be applied to the Sapphire Way Property and \$350 to be applied to the Liberty Avenue Property, but he left blank the payment stubs submitted with the check. Initial Decision, p. 3; Respondent Exhibit 1. The amount of the check was not enough to pay the amount owed on both bills. *Id.*

The situation the \$500 Check presented to Duquesne Light's payment processing center was a single check, submitted with blank payment stubs for two different accounts, where the total amount of the check was insufficient to pay both bills. In such circumstances, Duquesne Light's policy is to pay the entire amount owed on the account associated with the first payment stub and then apply the remaining amount of the check to the second account. July 7 Tr. at 65-66. Duquesne Light thus applied the \$500.00 Check as follows: (a) \$436.72 to the Sapphire Way Property, which was the total amount owed under that particular monthly bill; and (b) \$63.28 to the Liberty Avenue Property, which was the remaining balance of the check. Initial Decision, pp. 3-4; July 7 Transcript at 70-71 and 75-79; Respondent Exhibits 1, 3, and 4.<sup>7</sup>

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<sup>6</sup> While there is no process to review the back of each check that comes through Duquesne Light's payment processing center, if one of the Company's employees notices information written on the back of the check, it would be reviewed and considered. July 7 Tr. at 90-91.

<sup>7</sup> See the 2/13/14 entries on Respondent's Exhibits 3 and 4 to see the application of these payments.

Complainant subsequently contacted Duquesne Light on March 19, 2014, and stated he wanted \$150.00 applied to the Sapphire Way Property and \$350.00 applied to the Liberty Avenue Property. July 7 Tr. at 78-82; Respondent's Exhibit 12. Duquesne Light honored Complainant's request that same day. Initial Decision, p. 4; July 7 Transcript at 78-82; Respondent's Exhibits 3, 4, and 12.<sup>8</sup>

*b. The \$830.72 Check*

On April 8, 2014, Complainant wrote a check to Duquesne Light in the amount of \$830.72. Initial Decision, p. 4; Respondent's Exhibit 2. On the back of the check, Complainant set forth eight account numbers to which he wanted funds from the checks to be applied. Initial Decision, p. 4. Complainant also submitted eight payment stubs with the \$830.72 Check and, this time, wrote on each payment stub how much money he wanted to be applied to each of the accounts. Initial Decision, p. 4; Respondent's Exhibit 2. On the payment stubs, Complainant asked that \$434.16 be applied to the Liberty Avenue Property and \$20.35 be applied to the Sapphire Way Property. Initial Decision, p. 4. That is exactly what Duquesne Light did, as evident from the 4/15/14 entries on Respondent's Exhibits 3 and 4. The application of the \$830.72 Check to the Liberty Avenue Property and the Sapphire Way Property are summarized by the chart below:

	Liberty Avenue Property	Sapphire Way Property
Amount on Payment Stub	\$434.16	\$20.35
	Respondent's Exhibit 2, p. 2.	Respondent's Exhibit 2, p. 3.
Amount Applied to Account	\$434.16	\$20.35
	Respondent's Exhibit 3, 4/15/14 Entry.	Respondent's Exhibit 4, 4/15/14 entry.

<sup>8</sup> See the 3/19/14 entries on Respondent's Exhibits 3 and 4 to see the corrections made.

## 2. Bills to the Sapphire Way Property During Alleged Vacancy

For the first time at the hearing,<sup>9</sup> Complainant alleged that the Sapphire Way Property's bills were too high when Complainant contends the apartment was vacant and winterized. Initial Decision, p. 6; July 7 Tr. at 17 and 54-55. Complainant, however, could not state exactly when he winterized the apartment, only stating that it must have happened sometime between October and December 2013. July 7 Tr. at 54. Complainant's concerns seem to center on the bills from December 2013 and January 2014.

While Complainant contends the apartment was vacant during that time period, Duquesne Light's clearly demonstrated that the meter registered consumption during both of those billing cycles. See Respondent's Exhibits 4 and 14.<sup>10</sup> Complainant was the ratepayer of record at the Sapphire Way Property when that electricity was consumed. Initial Decision, p. 6; July 20 Tr. at 29-31. Complainant never asked Duquesne Light to cancel service in his name. Initial Decision, p. 6; July 7 Transcript at 17 and 54-55, July 20 Transcript at 29.

Most importantly, Complainant never told Duquesne Light -- prior to the initial hearing -- that he wanted to initiate a high bill investigation. Margaret Mueller, Duquesne Light's regulatory consumer relations specialist, reviewed the records on Complainant's account for the Sapphire Way Property and listened to all the available calls. July 20 Tr. at 4-5. Ms. Mueller clearly testified that the Company's records demonstrate that Complainant never contacted Duquesne Light to initiate a high bill complaint:

Q. In your review of those company records, did you see any indication that Mr. Rezzetano called in to contact Duquesne Light while his account was active and make a high bill complaint?

A. No, he did not.

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<sup>9</sup> ALJ Dunderdale aptly noted that Complainant did not raise any "high bill" allegations in his Formal Complaint. Initial Decision, p. 7 n. 1.

<sup>10</sup> On Exhibit 4, the consumption can be found in the sixth column from the right, which is titled "Cons." On Exhibit 14, the consumption is recorded in the "KWH" column that is the third from the left. Interestingly, these exhibits demonstrate there was zero consumption at the Sapphire Way Property during the February – April 2014 billing cycles, strongly suggesting that Complainant simply misremembered when he winterized the apartment. See id.

Q. Was there any record indicating that Mr. Rezzetano ever asked anybody from Duquesne Light to come out and check the meter at his property?

A. No, there is not.

July 20 Tr. at 34.

### III. LAW AND ARGUMENT

#### A. **Complainant's Exceptions are untimely, improper, and should be rejected.**

Complainant's Exceptions were not filed in the timeframe required by the Commission's regulations. See 52 Pa. Code § 5.533(a).<sup>11</sup> Nor did Complainant receive permission from the Commission before filing his Exceptions after the deadline provided in the regulations. Instead, he opted to file them before the Commission ruled on his petition for an extension.

The effect of a party's failure to file exceptions is clear: "If no exceptions are filed in a proceeding included within § 5.533(a) (relating to procedure to except to initial, tentative and recommended decisions, the decision of the administrative law judge will become final, without further Commission action, unless, within 15 days after the decision is issued, two or more Commissions request that the Commission review the decision." 52 Pa. Code § 5.536(a). Complainant did not file timely exceptions and the Commission's decision became final on December 28, 2015. It was not until after the decision became final that Complainant requested an extension of time and then filed Exceptions without waiting for the Commission's answer and in the face of Duquesne Light's timely opposition to his request. Complainant's Exceptions are untimely and improper. They must be rejected *ab initio*.

#### B. **Duquesne Light provided reasonable service to Complainant with respect to the application of the \$500 Check and the \$830.72 Check.**

The facts demonstrate that Duquesne Light acted reasonably with respect to both of Complainant's checks that are involved in this action. With respect to the \$500 Check, which was not enough to pay off the blank payment stubs submitted with the checks, Duquesne Light:



- Applied the check in accordance with company policy by completely paying off the first bill and applying the remainder to the second bill; and then
- Reallocated the payment as Complainant wished the same day that Complainant asked for the adjustment.

See Respondent's Exhibits 1, 3, 4, and 12; July 7 Tr. at 78-82.

Duquesne Light applied the \$830.72 Check exactly as Complainant specified on the completed payment stubs he submitted with the check,<sup>12</sup> as demonstrated by the following chart:

	Liberty Avenue Property	Sapphire Way Property
Amount on Payment Stub	\$434.16 Respondent's Exhibit 2, p. 2.	\$20.35 Respondent's Exhibit 2, p. 3.
Amount Applied to Account	\$434.16 Respondent's Exhibit 3, 4/15/14 entry.	\$20.35 Respondent's Exhibit 4, 4/15/14 entry.

In short, Duquesne Light applied the \$500 Check in accordance with Company policy and changed its allocation immediately at Complainant's request and applied \$830.72 Check exactly as directed. It is plain that Duquesne Light provided reasonable service to Complainant with respect to the application of these two checks. Complainant's Exceptions on these grounds are unfounded and factually inaccurate.

**C. ALJ Dunderdale's finding that Duquesne Light misapplied the \$830.72 Check is contradicted by the clear evidence of record.**

While ultimately ruling that Duquesne Light provided Complainant with reasonable service with respect to the \$830.72 Check, ALJ Dunderdale erroneously found that Duquesne

<sup>11</sup> There is no dispute that Complainant was advised of the deadline by the Secretarial Letter that was served with ALJ Dunderdale's Initial Decision. 2/2/16 Secretarial Letter.

<sup>12</sup> As set forth more fully in Section III(C), ALJ Dunderdale erroneously found that Duquesne Light did not apply this check properly.

Light did not apply that check in accordance with Complainant's written direction. Initial Decision, p. 12. For example, Finding of Fact No. 12 states: "After Complainant complained about how DLC credited Check 5096 [the \$830.72 Check], Respondent changed its records on April 15, 2014 to reflect Complainant paid \$20.35 towards the account balance for 457 Sapphire and paid \$434.16 towards the account balance for 4625 Liberty." ALJ Dunderdale's statement that Duquesne Light "changed" its records on April 15, 2014, is incorrect. The \$830.72 Check was written on April 8, 2014, and applied to both accounts for the first and only time on April 15, 2014. Respondent's Exhibits 2, 3, and 4.

ALJ Dunderdale then stated that Duquesne Light "failed to apply and credit the funds as he directed with [the \$830.72 Check] because Mr. Rezzetano filled out the payment stubs correctly. However, Duquesne Light immediately corrected the problem once Complainant called to complain. Therefore, I cannot find that Respondent failed to provide reasonable and adequate customer service in how it handled application of funds from one check into eight different accounts." Initial Decision, p. 11. See also, Initial Decision, p. 8. While Duquesne Light certainly agrees that it provided reasonable service to Complainant with respect to the \$830.72 Check, it did so because it applied the check as Complainant directed in the payment stubs. While Duquesne Light did re-allocate payments on the \$500 Check after Complainant called to complain, there was no need to make a similar reallocation for the \$830.72 Check. It was applied as Complainant directed. While ALJ Dunderdale's ultimate conclusion that Duquesne Light provided reasonable service was correct, her related finding that Duquesne Light did not correctly apply the \$830.72 Check is not supported by the record evidence.

**D. Duquesne Light properly charged Complainant for consumption registered at the Sapphire Way Property while Complainant was the ratepayer of record.**

While Complainant contends that the Sapphire Way Property was vacant and winterized sometime between October and December 2013, and therefore he should not have received

bills in the amount that he did in December 2013 and January 2014, Duquesne Light's records demonstrate that the apartment continued to register consumption during that time. See Respondent's Exhibits 4 and 14. Those bills were based on actual meter readings. Respondent's Exhibit 4; July 20 Tr. at 30. Duquesne Light did nothing more than charge its customer for consumption while he was undisputedly the ratepayer of record. See Warren v. Duquesne Light Co., Docket No. C-2014-2445857, 2015 WL 3763782 (Pa. P.U.C. May 21, 2015) (Dunderdale, ALJ) ("Complainant was the ratepayer of record from October 2008 to August 2014 and is responsible for the electricity consumed at the service address. Respondent's evidence shows clearly that over 4000 kWh were consumed but not billed. As the ratepayer since 2008, Complainant is the individual responsible to pay for the unbilled service, regardless of how the unbilled consumption occurred.").

ALJ Dunderdale correctly noted that Complainant never put Duquesne Light on notice to conduct a high bill investigation until the day of the initial hearing. Initial Decision, p. 12. While Complainant contacted Duquesne Light several times with complaints on his accounts, the crux of his calls involved complaints about Duquesne Light handled payments on his accounts. Initial Decision, p. 12. Complainant never communicated the facts to Duquesne Light that would have put the Company on notice of the need to conduct a high bill investigation. Initial Decision, p. 12. There is simply no evidence demonstrating that Duquesne Light "refused" to investigate the apartment, as the Exceptions suggest. Exceptions, p. 2.

Furthermore, Ms. Mueller clearly testified that the Company's records demonstrate that Complainant never contacted Duquesne Light to initiate a high bill complaint:

Q. In your review of those company records, did you see any indication that Mr. Rezzetano called in to contact Duquesne Light while his account was active and make a high bill complaint?

A. No, he did not.

Q. Was there any record indicating that Mr. Rezzetano ever asked anybody from Duquesne Light to come out and check the meter at his property?

A. No, there is not.

July 20 Tr. at 34.<sup>13</sup> Duquesne Light's customer service representatives are trained to follow a specific process in responding to a customer's high bill complaint, which would be documented in the Company's records if Complainant had made such an inquiry. July 20 Tr. at 45. The first time that Complainant contacted Duquesne Light about the Sapphire Way Property after establishing service at that service address was not until March 19, 2014, when Complainant called to discuss the application of the \$500 Check. July 20 Tr. at 39; Respondent's Exhibit 20.<sup>14</sup> While Complainant made an offhand comment during that that he did not care if service was terminated because the Sapphire Way Property was vacant, he did not complain about a high bill. July 20 Tr. at 50; Respondent's Exhibit 20.

The undisputed facts remain that Complainant was the ratepayer of record when the subject bills accrued. July 20 Tr. at 29. Duquesne Light records show that service was consumed at the Sapphire Way Property while Complainant was the ratepayer of record. Respondent's Exhibits 4 and 14; July 20 Tr. at 29-31. He never called Duquesne Light to cancel service. Initial Decision, p. 6; July 7 Tr. at 54-55; July 20 Tr. at 29. And he never called Duquesne Light to complain about a high bill. Initial Decision, p. 12; July 20 Tr. at 34, 48.

**E. ALJ Dunderdale gave proper weight to the testimony of Duquesne Light's witnesses.**

Complainant objects to ALJ Dunderdale's consideration of the testimony of Duquesne Light's witnesses, Tom Figore and Margaret Mueller, on the ground that they were not personally involved in the issues discussed at the hearing. Exceptions, p. 3. Those witnesses, however, clearly demonstrated their familiarity with the issues raised by Complainant and

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<sup>13</sup> When asked by ALJ Dunderdale, Ms. Mueller reiterated that Complainant "never called about a high bill." July 20 Tr. at 48.

<sup>14</sup> ALJ Dunderdale correctly interpreted Duquesne Light's records: "Complainant may have made an offhand remark to Respondent's customer service personnel that the apartment was vacant but the

testified about the Company's policies and business records that were implicated by Complainant's allegations. July 7 Tr. at 60-62; July 20 Tr. at 4-5.

Both Mr. Figure and Ms. Mueller authenticated various business records from Duquesne Light -- ranging from account statements to records of Complainant's phone calls with Duquesne Light's customer service department -- and testified about how those documents responded to the issues raised by Complainant. Such testimony is absolutely permissible under the applicable law and rules of evidence. The "law does not require that a witness qualifying business records [to] have a personal knowledge of the facts reported in the business records." Margaret Anthony v. PECO Energy Company, Docket No. C-2014-2408057, 2014 WL 4374226 at \*5 (Pa. P.U.C. July 30, 2014). The witness only must "provide sufficient information relating to the preparation and maintenance of the records to justify a presumption of trustworthiness." Id. Ms. Mueller and Mr. Figure were certainly qualified to authenticate the records, as evidenced by the fact that the records were admitted into the record without objection. July 20 Tr. at 76. That Ms. Mueller may not have been one of the many Duquesne Light employees who personally spoke to Complainant before he filed the Complaint, or the fact that Mr. Figure did not personally scan and process the Complainant's checks, does not render their testimony unworthy of consideration.

Moreover, Ms. Mueller's and Mr. Figure's testimony was based on records that qualify for the business records exception to the hearsay rule. Under Pennsylvania law, a business record is not considered hearsay if: (1) the record was made at or near the time information was transmitted by someone with knowledge; (2) the record was kept in the ordinary course of business; (3) making the record was regular practice; (4) the qualifications are shown by a qualified witness; and (5) neither the source of information nor any other circumstances indicate a lack of trustworthiness. Pa.R.E. 803(6); 42 Pa.C.S. § 6108. Under these rules, the individual

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crux of his calls involved complaints about how DLC handled his payments on various accounts." Initial Decision, p. 12.

who made the entries or the company's formal custodian of the record is not required to testify as to the business records. Margaret Anthony, 2014 WL 4374226 at \*5. Furthermore, "the law does not require that a witness qualifying business records even have a personal knowledge of the facts reported in the business records." Id. The witness only must "provide sufficient information relating to the preparation and maintenance of the records to justify a presumption of trustworthiness." Id.

Additionally, the Pennsylvania Public Utility Commission has recognized the following:

Quite often different individuals have personal knowledge of the various phases of a transaction so that no one individual has knowledge of the entire transaction. In addition, the frequent turnover of personnel often makes it impossible to identify the employee -- if it were only one -- who took part in the transaction. Under these circumstances, to require an entrant to have personal knowledge of the event recorded, and to require proof of the identity of the recorder, would exclude almost all evidence concerning the activities of large business organizations -- a result diametrically opposed to the purpose and the spirit of the Uniform Business Records as Evidence Act.

Robert P. Gasparro v. PECO Energy Company, Docket No. C-00015482, 2002 WL 34560343 at \*4 (Pa. P.U.C. Mar. 28, 2002).

In Gasparro, the respondent had an employee, whose title was a regulatory assessor, offer exhibits into evidence as business records. Id. at \* 3. The records were computer generated records and made in the normal course of business, like the records Duquesne Light introduced and ALJ Dunderdale admitted in this case. The ALJ in Gasparro excluded the exhibits in that because they were not offered by a records custodian, but the Commission reversed that determination after PECO filed exceptions, stating: "Where it can be shown that the entries were made with sufficient contemporaneousness to assure accuracy and that they were made pursuant to the business practices and not influenced by the litigation in which they are being introduced, a sufficient indicia of reliability is provided to overcome their hearsay nature." Id. Thus, the testimony of Duquesne Light's employees about Duquesne Light's

records is perfectly acceptable under the applicable law and ALJ Dunderdale properly relied on it.

**F. The invoice attached to the Exceptions is extra-record evidence and cannot be considered.**

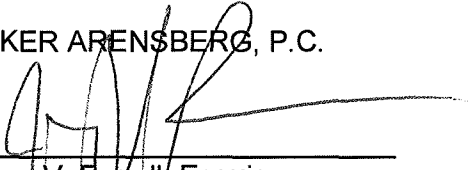
Complainant attached to his Exceptions a January 6, 2016 Invoice from Duquesne Light that is not part of the record in this case; in fact, it was not prepared until after the Commission issued its Final Order. This Commission has ruled time and again that such evidence may not be considered during the Exception process. See, e.g., Dr. Hubert C. Huh v. PECO Energy Co., F-2013-2386249, 2015 WL 302145 at \*6 (Pa. P.U.C. Jan. 15, 2015) (refusing to consider extra-record information in the complainant's exceptions because, after the record was closed, complainant made no request under the regulations to support consideration of the additional material); Mary Jane Hodak v. Pennsylvania Electric Company, C-2011-2274277, 2013 WL 392700 at \*5 (Pa. P.U.C. Jan. 24, 2013) (holding that extra-record attachments and information submitted after the record was closed cannot be relied upon unless the conditions in Section 5.431 are met); Amir Williams v. Verizon Pennsylvania, Inc., F-01790520, 2006 WL 6611457 at \*3-4 (Pa. P.U.C. July 20, 2006) (ruling that complainant's exceptions should be stricken on the grounds that they are an inappropriate attempt to introduce never evidence through the Exception process). Since this information cannot be considered under the Code and well-established law, the Exceptions should be stricken to the extent they rely on such information.

**IV. CONCLUSION**

For the reasons set forth above, Respondent Duquesne Light Company respectfully requests that Complainant's Exceptions be denied and that the Initial Decision of Administrative Law Judge Dunderdale be affirmed.

Respectfully submitted,

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

Counsel for Respondent



**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

FRANK REZZETANO,

Complainant,

vs.

DUQUESNE LIGHT COMPANY,

Respondent.

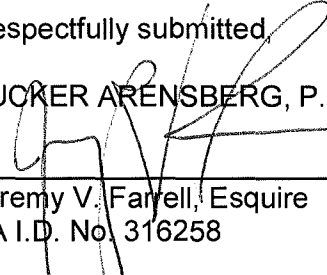
No: C-2015-2462441

**APPENDIX TO RESPONDENT'S REPLY TO EXCEPTIONS**

<b>A</b>	November 23, 2015 Secretarial letter and Initial Decision
<b>B</b>	Final Order dated December 28, 2015
<b>C</b>	January 16, 2016 Secretarial letter with December 29, 2015 letter from Complainant
<b>D</b>	February 2, 2016 Secretarial letter
<b>E</b>	Respondent's Exhibit 1
<b>F</b>	Respondent's Exhibit 2
<b>G</b>	Respondent's Exhibit 3
<b>H</b>	Respondent's Exhibit 4
<b>I</b>	Respondent's Exhibit 12
<b>J</b>	Respondent's Exhibit 14
<b>K</b>	Respondent's Exhibit 20

Respectfully submitted,

TUCKER ARENSBERG, P.C.

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

1500 One BPG Place  
Pittsburgh, PA 15222  
(412) 594-3938  
Counsel for Respondent, Duquesne Light  
Company

**A**



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
P.O. BOX 3265, HARRISBURG, PA 17105-3265

IN REPLY PLEASE  
REFER TO OUR FILE

November 23, 2015

C-2015-2462441

Frank Rezzetano

v.

Duquesne Light Company

TO ALL PARTIES:

Enclosed is a copy of the Initial Decision of the Office of Administrative Law Judge.

If you do not agree with any part of this decision, you may send written comments (called Exceptions) to the Commission. Your signed Exceptions to the decision, if any, must be: 1) **filed** with the Secretary of the Commission, **and** 2) mailed or hand-delivered to each party of record, **within twenty (20) days** of the date of this letter.

To file Exceptions with the Secretary of the Commission, you must mail or hand-deliver them as follows:

If using U.S. Postal Service:

Secretary  
Pa. Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

If using Overnight or Hand Delivery Service:

Secretary  
Pa. Public Utility Commission  
400 North Street  
Commonwealth Keystone Building, 2<sup>nd</sup> Floor  
Harrisburg, PA 17120

Or, instead of mailing or hand-delivering your Exceptions, you may electronically file them with the Secretary of the Commission. To do so, you need to establish an account on the Commission's eFiling system, which may be accessed at <http://www.puc.state.pa.us/efiling/default.aspx>. Please note that Exceptions sent to the Commission by fax or e-mail will **not** be accepted for filing.

In addition to filing your Exceptions with the Secretary of the Commission, a courtesy copy of your Exceptions should be e-mailed to the Commission's Office of Special Assistants (OSA) at [ra-OSA@pa.gov](mailto:ra-OSA@pa.gov). If the document is too large to e-mail, please mail or hand-deliver a copy on CD-ROM or DVD (or other data storage media), in Microsoft Word 2010 format or other compatible format to either address noted above.

Replies to Exceptions, if any, must be **filed** with the Secretary of the Commission and **served** on each party of record and the Commission's OSA, in the manner described above. **They are due within ten (10) days of the date when Exceptions are due.**

It is your responsibility to serve all the parties with your Exceptions and Replies to Exceptions. Failure to do so may render your filing unacceptable. A certificate of service (see format in 52 Pa. Code §1.58) shall be attached to the filed Exceptions or Replies to Exceptions.

Exceptions and Replies to Exceptions shall follow 52 Pa. Code §§5.533 and 5.535 particularly the 40-page limit for Exceptions and the 25-page limit for Replies to Exceptions. Exceptions should clearly be labeled as "EXCEPTIONS OF (name of party) - (protestant, complainant, staff, etc.)". Any reference to specific sections of the Administrative Law Judge's Initial Decision shall include the page number(s) of the cited section of the decision.

If no Exceptions are received, the decision of the Administrative Law Judge could become final without further Commission action. You will receive written notification if this occurs. However, even if no exceptions are received, the Commission may review and change the decision pursuant to Section 332(h) of the Public Utility Code, 66 Pa. C.S. § 332(h).

Very truly yours,

Rosemary Chiavetta  
Secretary

NW  
Enclosures  
Certified Mail  
Receipt Requested

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Frank Rezzetano	:	
	:	
v.	:	C-2015-2462441
	:	
Duquesne Light Company	:	

**INITIAL DECISION**

Before  
Katrina L. Dunderdale  
Administrative Law Judge

This Initial Decision denies a complaint filed by Frank Rezzetano against Duquesne Light Company for the failure to satisfy the burden of proof as it relates to his claim Duquesne Light failed to provide reasonable customer service in how it applied and credited funds to his various accounts in February 2014 and April 2014, and in how Duquesne Light Company billed him for electric service.

**HISTORY OF THE PROCEEDING**

On January 7, 2015, Frank Rezzetano (Complainant or Mr. Rezzetano) filed a formal complaint with the Pennsylvania Public Utility Commission (Commission) against Duquesne Light Company (Duquesne Light, DLC or Respondent) alleging DLC threatened to terminate or had already terminated electric service to a rental property, and there were incorrect charges on his billing statements. Mr. Rezzetano claimed DLC was discriminatory when it refused to turn on electric service in his apartments. On February 3, 2015, Duquesne Light filed an answer generally denying the complaint.

By Call-In Telephone Hearing Notice dated March 11, 2015, the Office of Administrative Law Judge notified the parties an initial hearing in this case was scheduled for Monday, May 4, 2015 at 10:00 a.m. On March 16, 2015, the presiding officer issued a Prehearing Order setting forth various procedural matters, including how parties may request a continuance.

On April 29, 2015, Complainant sent a facsimile transmission requesting a continuance due to a current medical condition. Complainant requested the presiding officer reschedule the hearing to be held in person, not telephonically, and to reschedule the initial hearing in July 2015. On April 30, 2015, the presiding officer issued the First Interim Order granting Complainant's request.

By Hearing Notice dated May 1, 2015, the Office of Administrative Law Judge notified the parties an initial in person hearing in this case was scheduled in person for Tuesday, July 7, 2015 at 10:00 a.m. in the Commission's hearing room in Pittsburgh, Pennsylvania.

The presiding officer conducted the initial hearing as scheduled on July 7, 2015. Mr. Rezzetano, who appeared *pro se*, testified in support of his complaint. Mr. Rezzetano presented four exhibits including a written statement, all of which were admitted into the hearing record. Duquesne Light, represented by Jeremy V. Farrell, Esquire, presented the testimony of one witness, Tom Figure, and submitted five exhibits, all of which were admitted into the hearing record.

Due to time limitations, the proceeding on July 7, 2015 was continued until July 20, 2015 at 1:00 p.m., at which time Mr. Rezzetano and Respondent were present. Duquesne Light presented the testimonies of two witnesses (Margaret Mueller and Reenay Rodgers) and submitted nine exhibits, all of which admitted into the hearing record. No briefs were filed but the parties made oral statements on the record.

Having received the transcripts from the proceedings conducted on July 7, 2015 and July 20, 2015 in which the parties made final statements in lieu of briefs, the presiding officer closed the hearing record on August 26, 2015 by issuance of the Interim Order Closing the Record. The

record included two transcripts: (1) a 96-page hearing transcript (7/7/15 Tr.) and nine exhibits from the proceeding on July 7, 2015; and (2) a 91-page hearing transcript (7/20/15 Tr.) and nine exhibits from the proceeding on July 20, 2015.

### FINDINGS OF FACT

1. Frank Rezzetano (Complainant) owns two rental properties in Pittsburgh, Pennsylvania, which receive electric service from Duquesne Light Company (Respondent). (7/7/15 Tr. 9, 10).

2. Complainant owns a multi-unit rental property located at 4625 Liberty Avenue, Second Floor Front Apartment, Pittsburgh, Pennsylvania, 15224 (4625 Liberty) which he has owned for approximately 34 years. (7/7/15 Tr. 10).

3. Complainant owns a multi-unit rental property located at 457 Sapphire Way, Second Floor Apartment, Pittsburgh, Pennsylvania 15224 (457 Sapphire) which he has owned for approximately 15 years. (7/7/15 Tr. 10).

4. On February 7, 2014, Complainant mailed a check (Check 5067) for \$500 to Respondent and on the back of Check 5067 indicated by account number that \$150 should be credited towards the account for 457 Sapphire Second Floor, and \$350 should be credited towards the account for the 2<sup>nd</sup> Floor Front Apartment at 4625 Liberty. (7/7/15 Tr. 25-29, 37; Complainant Exhibit 1 and Respondent Exhibit 1).

5. When Complainant mailed in Check 5067 on February 7, 2014, he included two payment stubs or coupons from his billing statements, (for 4625 Liberty and 457 Sapphire) but did not fill in the boxes which indicate how to allocate Check 5067. (7/7/15 Tr. 29; 7/20/15 Tr. 52; Complainant Exhibit C-1 and Respondent Exhibit 1).

6. On February 13, 2014, DLC applied Check 5067 to pay \$436.72 towards the account for 457 Sapphire. (7/7/15 Tr. 31, 75-78; Respondent Exhibits 1, 3 and 4).

7. On February 13, 2014, DLC applied Check 5067 to pay \$63.28 towards the account for 4625 Liberty. (7/7/15 Tr. 31, 75-79; Respondent Exhibits 1, 3 and 4).

8. After Complainant complained on March 19, 2014 about how DLC credited Check 5067, Respondent reapplied the payment to reflect Complainant paid \$150 towards the account balance for 457 Sapphire and paid \$350 towards the account balance for 4625 Liberty. (7/7/15 Tr. 32, 78-82; Respondent Exhibit 12).

9. On April 8, 2014, Complainant mailed in Check 5096 totaling \$830.72 and on the back of Check 5096 Complainant indicated eight account numbers with varying amounts to credit separately. (7/7/15 Tr. 40, 58, 83-88).

10. On the back of Check 5096, Complainant indicated he wanted \$434.16 paid on the balance for 4625 Liberty Avenue, 2<sup>nd</sup> Floor Front and \$20.35 paid on the balance for 457 Sapphire Second Floor. (7/7/15 Tr. 39, 40, 58; Complainant Exhibit 2 and Respondent Exhibit 1).

11. When mailing in Check 5096, Complainant forwarded the eight payment stubs and filled in the box for each showing how to credit the various accounts. (7/7/15 Tr. 41; Respondent Exhibit 2).

12. After Complainant complained about how DLC credited Check 5096, Respondent changed its records on April 15, 2014 to reflect Complainant paid \$20.35 towards the account balance for 457 Sapphire and paid \$434.16 towards the account balance for 4625 Liberty. (7/7/15 Tr. 43, 85, 87; Complainant Exhibit 2 and Respondent Exhibits 3 and 4).

13. DLC utilizes a fully automated payment system for payments made by check in which an employee personally extracts the payment stub and check from the envelope, lays the items down on the machine which then scans the payment stub and check. The machine "reads" the front side of the payment stub and check only, noting for the computerized system important identifying information and the amount of payment made. (7/7/15 Tr. 62-66, 89-93).

14. When DLC's automated system received Check 5067 and Check 5096, the system did not scan or "read" the back side of the checks. (7/7/15 Tr. 67-76, 89-93; Respondent Exhibit 1).

15. Duquesne Light terminated electric service in Complainant's name at 4625 Liberty at a new tenant's request on April 25, 2014; and terminated electric service to 457 Sapphire due to non-payment on May 2, 2014. (7/7/15 Tr. 11; Respondent Exhibits 3 and 4).

16. Since 2014, Duquesne Light has refused to re-establish electric service accounts at any of Complainant's other rental properties because of the unpaid balances on 4625 Liberty and 457 Sapphire. (7/7/15 Tr. 50; 7/20/15 Tr. 13-15, 23; Respondent Exhibits 15 and 16).

17. Duquesne Light's tariff permits DLC to require an applicant for new electric service to pay any outstanding balance owed as a pre-condition to supplying new service. (Respondent Exhibit 17).

18. On July 31, 2015, DLC charged off the unpaid balances for 4625 Liberty and 457 Sapphire, and sent those unpaid accounts to a collection agency for collection purposes. (7/20/15 Tr. 25, 28, 50-57; Respondent Exhibit 19).

#### 4625 Liberty

19. In 2014, the structure at 4625 Liberty was a fully-rented, combination commercial/residential three-story building. There is a commercial unit and an apartment on the first floor. Both the second and third floors have two separate apartments on each floor. (7/7/15 Tr. 37).

20. Starting in October 2013 and while the ratepayer of record, Complainant rented out the 2<sup>nd</sup> Floor Front Apartment to two men who later stopped paying rent, causing



Complainant to incur electric charges, until the men were evicted by Complainant in June 2014. (7/7/15 Tr. 12, 38, 42; Respondent Exhibit 3).

21. DLC terminated electric service in Complainant's name on April 25, 2014 when a new tenant moved into the service address. (7/20/15 Tr. 9, 57; Respondent Exhibit 3).

22. On May 1, 2014, DLC sent Complainant a final bill for \$46.69 which remains outstanding. (7/7/15 Tr. 34; 7/20/15 Tr. 9; Respondent Exhibit 3).

#### 457 Sapphire

23. The structure at 457 Sapphire is a three-story building with one apartment on each floor and separate utilities for each apartment. (7/7/15 Tr. 17, 35).

24. Starting on September 30, 2013, Complainant winterized the Second Floor Apartment and had electric service shut off on the house side of the meter after the last tenant left in September 2013. (7/7/15 Tr. 13-16, 54, 55; 7/20/15 Tr. 29).

25. After winterizing the apartment, Complainant did not call Respondent to terminate electric service because Complainant wanted to avoid Respondent's charges to terminate electric service. (7/7/15 Tr. 17, 54, 55; 7/20/15 Tr. 29).

26. On December 5, 2013, Respondent sent Complainant a billing statement totaling \$170.80 for electric service. (7/7/15 Tr. 14; Respondent Exhibit 4).

27. After receiving the billing statement in December 2013, Complainant called Respondent to complain about the bill for the vacant apartment. DLC told him he had to pay because the billing statement was in his name. (7/7/15 Tr. 17-20, 33, 55-57).

28. On March 19, 2014, DLC re-applied the payment from Check 5067 by removing \$286.72 from the 457 Sapphire account and applying the same amount (\$286.72) to

the 4625 Liberty account, leaving an account balance totaling \$307.07 on the 457 Sapphire account. (Respondent Exhibits 3 and 4).

29. On April 4, 2014, Respondent sent Complainant a billing statement totaling \$7.46. (Respondent Exhibit 4).

30. On April 15, 2014, Complainant paid \$20.35, leaving an account balance totaling \$297.95 on the 457 Sapphire account. (Respondent Exhibit 4).

31. On April 16, 2014, DLC initiated termination procedures. (7/20/15 Tr. 58-65; Respondent Exhibits 23 and 24).

32. On May 2, 2014, Respondent terminated electric service due to nonpayment. (7/7/15 Tr. 15; 7/20/15 Tr. 29, 57, 58; Respondent Exhibit 4).

33. On May 9, 2014, DLC sent Complainant a final bill for \$310.25 and the remaining balance totals \$310.25 as of the date of the July 20, 2015 hearing. (7/20/15 Tr. 11; Respondent Exhibit 4).

## DISCUSSION

### Complainant's Position

In his formal complaint, Complainant claimed Duquesne Light terminated electric service and there were incorrect charges on his billing statements.<sup>1</sup> Complainant alleged Respondent was playing with his credit. For the first time, at the initial hearing, Complainant claimed his formal complaint concerned two issues: (1) Duquesne Light's billing statement for a vacant apartment was incorrect because it was too high; and (2) Duquesne Light misapplied the disbursement of funds when he paid multiple accounts using one check. Complainant asks the

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<sup>1</sup> No allegation of high billing was cited by Complainant in the formal complaint.

Commission to order Respondent to remove all negative remarks with the three credit bureaus and show that the account balances are zero for both 457 Sapphire and 4625 Liberty.

Mr. Rezzetano argued he told DLC to visit 457 Sapphire when he received a large bill after he turned off electricity on the house-side of the meter. Complainant contends DLC did not visit the service address to investigate the high consumption, as he requested. Complainant further avers DLC did nothing more than repeatedly tell Complainant he was the listed ratepayer and, therefore, responsible to pay the bill. Complainant contends the apartment was vacant with the electricity turned off on the inside of the meter, and the Commission should order DLC to zero-out the balance.

Further, Complainant argues DLC failed to provide him with reasonable and adequate customer service because it misapplied funds, sending payment to his rental accounts contrary to what he wanted. Complainant contends he clearly wrote on the back of his checks how he wanted Respondent to apply the funds and DLC failed to do it twice. Complainant contends the account balances for both accounts should be zeroed-out.

#### Respondent's Position

Respondent avers the two checks at issue were handled and applied correctly by DLC. Respondent points out that Mr. Rezzetano did not use the payment stubs to indicate (in the box provided by the utility company) how he wanted the monies to be allocated in February 2014. As a result, Respondent simply applied the money paid to first pay off the account listed on the payment stub, and then apply any remaining balance to any other payment stubs included. However, DLC points out that when Mr. Rezzetano called to complain about how the funds were applied, DLC immediately changed how the funds were applied in order to be in compliance with Complainant's stated wishes. Respondent did not explain why the same mistake occurred when Complainant did indicate on the payment stubs how to allocate the payment in April 2014.

Respondent also contends its records and billing statements correctly list the electricity consumed at 457 Sapphire and the utility company appropriately attributed to Complainant the electricity recorded through the meter.

### Applicable Legal Provisions

Section 701 of the Public Utility Code (Code), 66 Pa.C.S.A. § 701, provides that any person may complain, in writing, about any act or thing done or omitted to be done by a public utility in violation, or claimed violation, of any law which the Commission has the jurisdiction to administer, or of any regulation or order of the Commission. Section 332(a) of the Code, 66 Pa.C.S.A. § 332(a), provides that the party seeking affirmative relief from the Commission has the burden of proof.

Section 1501 of the Public Utility Code (Code), 66 Pa.C.S.A. § 1501, requires all public utilities to furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and to make all repairs, changes, improvements, etc., to its service and facilities as shall be necessary or proper for the accommodation, convenience and safety of its patrons, employees, and the public.

The Commission has no authority to require any action by Respondent, absent proof by a preponderance of the evidence that Respondent violated the provisions of 66 Pa.C.S.A. § 1501.<sup>2</sup> What the Commission requires is adequate, efficient, safe, and reasonable service and facilities.<sup>3</sup>

“Service” is defined, in pertinent part, as: “Used in its broadest and most inclusive sense, includes any and all acts done, rendered, or performed, and any and all things furnished or supplied, and any and all facilities used, furnished, or supplied by public

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<sup>2</sup> See West Penn Power Co. v. Pa. Pub. Util. Comm’n, 478 A.2d 947 (Pa.Cmwlth. 1984).

<sup>3</sup> See Manuel A. Biazon v. Metropolitan Edison Company, PUC Docket No. C-00004450 (Opinion and Order entered December 19, 2001).

utilities...in the performance of their duties under this part to their patrons, employees, other public utilities, and the public....”<sup>4</sup>

### Burden of Proof

In alleging incorrect charges on his billing statements and mishandling of his payments by DLC, Mr. Rezzetano is the party seeking affirmative relief from the Commission. Accordingly, he has the burden of proof. This burden means Mr. Rezzetano has the duty to establish a fact by a preponderance of the evidence, and must show the utility is responsible or accountable for the problem described in the complaint. *Se-Ling Hosiery, Inc. v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950); *Feinstein v. Philadelphia Suburban Water Company*, 50 Pa. PUC 300 (1976). Additionally, care must be exercised to ensure the Commission’s decision is supported by substantial evidence in the record. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. See, e.g., Section 704 of the Administrative Agency Law, 2 Pa.C.S.A. § 704; *Norfolk & Western Ry. Co. v. Pa. Pub. Util. Comm’n*, 489 Pa. 109, 413 A.2d 1037 (1980); *Erie Resistor Corp. v. Unemployment Comp. Bd. of Review*, 194 Pa.Super. Ct. 278, 166 A.2d 96 (1961); and *Murphy v. Dept. of Public Welfare, White Haven Center*, 480 A.2d 382 (Pa.Cmwlth. 1984).

If Mr. Rezzetano presents sufficient evidence to initially satisfy the burden of proof, the burden of persuasion shifts to the Respondent. If the evidence presented by the Respondent to contradict Complainant’s evidence is of co-equal value or “weight”, the burden of production by Mr. Rezzetano has not been satisfied unless Complainant provides additional evidence to rebut the contrary evidence brought by the Respondent.<sup>5</sup> While the burden of persuasion may shift back and forth during a proceeding, the burden of proof never shifts. The burden of proof always remains on the party seeking affirmative relief from the Commission.<sup>6</sup>

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<sup>4</sup> See 66 Pa.C.S.A. § 102.

<sup>5</sup> *Morrissey v. PA Dept. of Highways*, 424 Pa. 87, 225 A.2d 895 (1967), and *Burleson v. Pa. Pub. Util. Comm’n*, 66 Pa.Cmwlth. Ct. 282, 443 A.2d 1373 (1982), *aff’d*, 501 Pa. 443, 461 A.2d 1234.

<sup>6</sup> *Milkie v. Pa. Pub. Util. Comm’n*, 768 A.2d 1217 (Pa.Cmwlth. 2001); *Waldron v. Philadelphia Electric Company*, 54 Pa. PUC 98 (1980), and *Replogle v. Philadelphia Electric Company*, 54 Pa. PUC 528 (1980).

### Complaint concerning how payments applied

This complaint results from two incidents wherein DLC did not credit payments as Complainant wanted on two of the many accounts DLC has with Complainant. The evidence clearly showed in February 2014 Complainant failed to provide clear direction of how money should be distributed amongst various accounts when he wrote account numbers and dollar amounts on the back side of his check, but did not indicate on the payment stubs how the funds should be applied. However, the evidence also clearly showed in April 2014 Complainant clearly made the required designations on the payment stubs when paying on eight different accounts with one check.

DLC has a fully automated procedure for how it handles checks mailed into its processing center. Such a procedure benefits both Mr. Rezzetano and Duquesne Light, as well as all of DLC's other customers, due to the speed and efficiency of using the automated system when receiving checks in the mail. It is not reasonable for Mr. Rezzetano to insist the system be altered and his payments must be handled manually when DLC has provided him with payment stubs on which he can clearly indicate how he wants his payment applied across multiple accounts.

DLC was correct in how it handled the payment with Check 5067 because Mr. Rezzetano did not indicate clearly on the payment stubs how he wanted the funds distributed. Also, it should be noted DLC immediately corrected how the funds were applied once Complainant called to complain.

Given the evidence of record, Mr. Rezzetano is correct that Duquesne Light failed to apply and credit the funds as he directed with Check 5096 because Mr. Rezzetano filled out the payment stubs correctly. However, Duquesne Light immediately corrected the problem once Complainant called to complain. Therefore, I cannot find that Respondent failed to provide reasonable and adequate customer service in how it handled application of funds from one check into eight different accounts.

Complaint concerning incorrect billing statements for 457 Sapphire

Complainant contended he called Respondent in early 2014 to complain that he received a billing statement for electric service in an apartment which had the electric service turned off by Complainant at the electric panel. Respondent contended the meter continued to record consumption and Complainant never indicated his belief there was a need for a high bill investigation. DLC averred Complainant should have notified them to come terminate service when he winterized the apartment. However, Complainant objected to paying the cost of having Respondent terminate service when his sole intent was to winterize the apartment and leave it vacant all winter.<sup>7</sup>

In fact, Complainant never put DLC on notice to conduct a high bill investigation until the day of the initial hearing. Complainant may have made an off-handed remark to Respondent's customer service personnel that the apartment was vacant but the crux of his calls involved complaints about how DLC handled his payments on various accounts.

Complainant did not prove Respondent should have conducted an investigation or even was notified by Mr. Rezzetano that DLC had to conduct a high bill investigation until the day of the initial hearing. He established the pattern of usage had decreased drastically because the apartment was vacant. If he had communicated that information to DLC, that information alone should have been sufficient to prompt Respondent to pull the meter for testing. However, DLC cannot be blamed for failing to conduct an investigation into Complainant's high bill dispute. Complainant clearly stated initially and in his conversations with DLC that the billing statements were incorrect because of the problem with crediting payments to his various accounts. Complainant never made it clear the reason he thought the bills were incorrect was because they were too high, given the circumstances in the apartment until the day of the hearing.

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<sup>7</sup> In fact, Complainant re-leased the apartment at the end of April 2014.

Therefore, I cannot find Respondent failed to provide reasonable and adequate customer service in failing to conduct a high bill investigation at 457 Sapphire.

### Conclusion

Based on the evidence in the record of this case and the applicable legal principles, Mr. Rezzetano's complaint must be denied for the failure to satisfy the burden of proof as it relates to his claim Duquesne Light failed to provide reasonable customer service in how it applied and credited funds to his various accounts, and in sending incorrect billing statements.

### CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and the subject matter of this proceeding. 66 Pa.C.S.A. § 701.
2. Complainant failed to meet the burden of proving that Respondent violated the Public Utility Code, a Commission regulation or a Commission order in how Respondent handled applying funds amongst various service accounts with one check in February 2014 and April 2014, or in sending out incorrect billing statements. 66 Pa.C.S.A. § 332(a) and § 1501.





**B**

**PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17105-3265**

Frank Rezzetano

v.

Duquesne Light Company

:  
:  
:  
:  
:

C-2015-2462441

**FINAL ORDER**


In accordance with the provisions of Section 332(h) of the Public Utility Code, 66 Pa. C.S. §332(h), the decision of Administrative Law Judge Katrina L. Dunderdale dated November 13, 2015, has become final without further Commission action;

THEREFORE,

IT IS ORDERED:

1. That the complaint of Frank P. Rezzetano, Jr., against Duquesne Light Company, at Docket No. C-2015-2462441, is denied for the failure to satisfy the burden of proof.
2. That the Secretary shall mark this case closed and discontinued.

BY THE COMMISSION,



Rosemary Chiavetta  
Secretary

(SEAL)

ORDER ENTERED: December 28, 2015

C



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
400 NORTH STREET, HARRISBURG, PA 17120

IN REPLY PLEASE  
REFER TO OUR FILE

January 16, 2016

ALL PARTIES OF RECORD

Re: Frank Rezzetano, Complainant v.  
Duquesne Light Company, Respondent  
Docket Number: C-2015-2462441

On January 11, 2016, my office received the enclosed Petition for Extension of Time to file Exceptions from the Complainant in the above captioned matter. Our review of the Complainant's filing revealed no certificate of service or other indication that the other parties of record to the case were served with the Complainant's filing. Therefore, we have enclosed a copy of the Complainant's filing to constitute service.

Due to the failure of the Complainant to provide service on all the parties of record to the case, and in order to avoid prejudice to any party, the Respondent shall have until Tuesday, January 26, 2016, to file a response.

Sincerely,

Rosemary Chiavetta  
Secretary

Enclosure  
RC: nvl

cc: All Parties of Record  
Office of Special Assistants

EXHIBIT C

12-29-15

C-2015-2462441

Secretary PUC

Case # 2015 2462441

I am a Senior Citizen, I have no office nor anyone working for me that could have filed exceptions in this case.

I was in a bad accident in December 2015, I fell off a ladder, head first and cracked all the ribs on one side, + 3 breaks in my back. I am in terrible discomfort and pain. I was rushed to Presbyterian Hospital Trauma center, and came home a week ago. I am in terrible pain and I can't do much about it. I take pills to get the pain edge off, but I have more than pain + discomfort. It will take 6 to 8 weeks for pain to subside.

I am in no condition to think or file properly.

I read this decision. It is all distorted facts of what true facts are. The gist of this case is not in this decision. ~~Anything~~ Please grant me at least 30 day extension to file exceptions, thank you

Respectfully

Frank Pizzetaro

PO Box 10285

739 Pa 19232

4128418212

RECEIVED

DEC 31 2015

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**D**



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
400 NORTH STREET, HARRISBURG, PA 17120

IN REPLY PLEASE  
REFER TO OUR FILE

February 2, 2016

VIA FIRST CLASS MAIL

**TO ALL PARTIES OF RECORD**

Re: Frank Rezzetano, Complainant v.  
Duquesne Light Company, Respondent  
Docket Number: C-2015-2462441

On November 23, 2015, my office served the Initial Decision of Administrative Law Judge Dunderdale to all the Parties in the above captioned complaint, along with a Secretarial Letter stating that exceptions to the Decision were due within twenty (20) days of service (no later than December 14, 2015). When no exceptions were timely filed, the Commission's Final Order adopting the Initial Decision was served on December 28, 2015. On December 31, 2015, the Complainant filed by certified mail asking for an extension to file his exceptions to the Initial Decision. On January 26, 2016, attorney for the Respondent, Duquesne Light, electronically filed Opposition to the Complainant's request for an extension of time to file exceptions. On January 26, 2016, by certified mail, the Complainant filed his exceptions to the Initial Decision.

However, our review of the January 26, 2016 filing by the Complainant revealed that no certificate of service or other indication that the parties of record to the case were served.

Therefore, due to the failure of the Complainant to serve all the parties of record and to file proof of service with his filing dated January 26, 2016, and in order to satisfy due process concerns, we have enclosed a copy of the Complainant's "Exceptions" to constitute service for purposes of 52 Pa. Code Sections 1.54. The Complainant's Exceptions and this Secretarial Letter will be placed upon the record at the above docket number.

The Commission grants the Respondent ten (10) days from the date of this Secretarial Letter to file Reply Exceptions. The Commission reminds all Parties of Record that whenever making a filing in this case, all Parties to the complaint case must be served by first class mail.

Sincerely,

Rosemary Chiavetta  
Secretary

Enclosures

cc: All Parties of Record  
Office of Special Assistants, PA PUC



Frank Rezzetano

C2015 2462441

V

1-26-16

Duquesne Light Co

Exceptions of Frank Rezzetano, Complainant

Madam Secretary,

Thank you for your 10 day extension. I appreciate it but unfortunately, it is not enough. I do not feel mentally or physically capable of filing all this paperwork to file extensions. I started this and I will do the best I can.

In view of my condition, I have contacted Jeremy Farrell Esq attorney for Duquesne Light, willing to back away, even though I have been persecuted against by this large company with a very small demand. Mr Farrell could not speak for Duquesne Light in this short of notice that leaves me with no choice but to file exceptions to protect myself with you. Hoping someone could see this complaint as to what it is to me, not what all this general stuff is.   
for them

Your title Initial Decision is not right.

169203

- ① This complaint is about an electrical service in name of Complainant at 452 Sapphire way, Pittsburgh, Pa 15224. It is not about how it applied and credited funds to his various accounts

JAN 26 2016

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

this complaint is about service in Complainant's name at 457 Sapphire Way Pittsburgh, Pa 15224. It is not about where credit was applied to various accounts. It is about a service at a rental unit in Complainant's name after a tenant moved out. The unit was vacant and winterized. All Electrical Appliances were not turned off they were disconnected and electric shut off at Panel Box. Anti Freeze was put in toilet and sinks & water drains. Water was shut off and all pipes & water heater drained. Apartment was locked and security maintained.

While unit was vacant Complainant got a high bill. He called Duquesne Light explained the situation that unit was vacant and no possible way to use electricity. They said in complainant's name he had to pay. Complainant disagreed and asked to send someone out to investigate to see if unit was vacant and everything turned off. They refused said "Complainant responsible". The second month bill came more, <sup>elect meter</sup> called D-L. The same thing said, asked to investigate DL Refused. Next month didn't register any more.

Complainant fulfilled his burden - DL was negligent by not investigating. Meter could have jumped. maybe not read right, who knows all rest was under DL control

Issue #2 Checks

Complainant has various accounts, He pays all on checks. The first check Complainant wrote payments on back of check, where they were to be applied to account number

and totaled. DL signed these checks. The checks had DL account stubs stapled to them. DL distorted these two checks, changed them, and applied payment to account that was in dispute. They didn't do this once they did it 2 times. They <sup>by me</sup> were called on it, they had all excuses as to why 1 payment was taken out of each check to pay what I didn't want to pay and applied rest to what accounts they wanted to. They distorted my checks without my permission not once but twice. Their excuse was I didn't put down amount in line on stubs so they applied as they chose. That is illegal. Evidence was distorted. Even though they had their declaration on stubs.

Someone in DL wants plaintiff all full bad to spend thousands of dollars over a disputed of 310<sup>00</sup>. At hearing they didn't have 1 Lawyer they had 2 they had 4 witnesses. <sup>1st day 2 record hearing</sup> None directed to my case, <sup>they</sup> could not be personally cross examined because they knew nothing. They could only testify to what the record show. If records are wrong and they were, <sup>witness</sup> they were wrong. The evidence I presented was ~~overwhelming~~ <sup>overwhelming</sup>. 2 Lawyers <sup>agreements</sup> Mr. Forcell rushed the court reporter to give him testimony <sup>record</sup> the same day we had the hearing. The case was discontinued to another day.

Whoever surely doesn't spend Thousands of Dollars and <sup>unlike</sup> witness to collect 310, and they didn't collect it yet. Somebody pushed + pushed. If they spent this much to collect 310<sup>00</sup>, even they would be out of business.

sorry I am out of gas. I can't go any further.

Conclusion

Duquesne Light usurped their power by being negligent to help Complainant with his burden to prove electricity used or not used. They usurped their power by distorting and changing marked checks. They were more than negligent.

Respectfully,  
Frank Rezzetano  
PO Box 10285  
Pgh Pa 15232  
412 841 8272

I hope you will find this case in favor of Complainant. No Company should be allowed to do business this way.



Hours - Monday through Friday  
8:00 a.m. to 5:00 p.m.

Telephone Number: 1-412-393-7100  
Payment by Web: [www.duquesnelight.com](http://www.duquesnelight.com)

Payment by Phone: 1-866-526-0815  
(PAYMENT MUST THEN BE REPORTED TO DLC)

Payment by Mail:  
Duquesne Light Company  
Payment Processing Center  
Pittsburgh, PA 15267-0001

FRANK REZZATANO  
PO BOX 10285  
PITTSBURGH, PA 15232-0285

Service Address:  
457 SAPPHIRE WAY FLR 2  
PITTSBURGH, PA 15224-1950

Account Number: 6471-140-000

January 7, 2016

INVOICE 01/06/16

Our records indicate that your final bill in the amount of \$487.25, from service at the above service address remains unpaid. Your total outstanding balance is now \$808.56. If you do not pay this amount immediately your credit rating may be jeopardized. A bad credit rating may impact your ability to get future loans.

Failure to pay this debt will result in further collection action. If we do not receive payment in full, your account will be referred to a Collection Agency.

Please mail your payment now to avoid further action.

Duquesne Light Company is regulated by the Pennsylvania Public Utility Commission. You have the right to contact the Pennsylvania Public Utility Commission by calling 1-800-692-7380 or writing to P.O. Box 3265, Harrisburg, PA 17105-3265.

*The final bill on this account is \$310.25  
Some trash*

ARFLREM1



Please return this portion with your payment. Please enclose check facing forward.  
Make payment payable to Duquesne Light Company in US Currency.

Account Number: 6471-140-000

Please pay  
\$808.56

\$ 

--	--	--	--	--	--	--	--

USD Amount Enclosed

FRANK REZZATANO  
PO BOX 10285  
PITTSBURGH, PA 15232-0285

DUQUESNE LIGHT COMPANY  
PAYMENT PROCESSING CENTER  
PO BOX 10  
PITTSBURGH, PA 15230-0010



6471140008 00000808561 00000808561 00000808561

BLOOMFIELD PO  
 PITTSBURGH, Pennsylvania  
 152249998  
 4166050024-0099  
 01/26/2016 (800)275-8777 03:41:49 PM

Sales Receipt		
Product Description	Sale Unit Qty Price	Final Price
Other		
PITTSBURGH PA 15222 Zone-0		\$0.71
First-Class Mail Letter		
1.30 oz.		
Expected Delivery: Thu 01/28/16		
@@ Certified Mail		\$3.45
USPS Certified Mail #:		
70150640000437231292		
Return Receipt		\$2.80
Label #:		
9590940303905163158114		
Issue Postage:		\$6.96
<b>Total:</b>		<b>\$6.96</b>

Paid by:  
 MasterCard \$6.96  
 Account #: XXXXXXXXXXXXX0775  
 Approval #: 04437P  
 Transaction #: 185  
 23903390219

@@ Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit USPS.com USPS Tracking or call 1-800-222-1811.

Order stamps at usps.com/shop or call 1-800-Stamp24. Go to usps.com/clicknship to print shipping labels with postage. For other information call 1-800-ASK-USPS.

\*\*\*\*\*  
 \*\*\*\*\*  
 Get your mail when and where you want it with a secure Post Office Box. Sign up for a box online at usps.com/poboxes.  
 \*\*\*\*\*  
 \*\*\*\*\*

Bill#:1000101609633  
 Clerk:31  
 All sales final on stamps and postage  
 Refunds for guaranteed services only  
 Thank you for your business

-----  
 HELP US SERVE YOU BETTER  
 TELL US ABOUT YOUR RECENT  
 POSTAL EXPERIENCE  
 Go to:  
<https://postalexperience.com/Pos>  
 or scan this code with your mobile device:



**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

PITTSBURGH PA 15222

Certified Mail Fee	\$3.45
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$7.50
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.71
Total Postage and Fees	\$6.96

Sent To: **JEREMY FARRELL EX9**  
 Street and Apt. No., or PO Box No.: **1500 ONE PPG PLACE**  
 City, State, ZIP+4®: **Pcb Pa 15232**

PS Form 3800, April 2015 PSN 7500-02-000-9007-9001 See Reverse for Instructions

7015 0640 0004 3723 1292



Frank Ryzelone  
PO Box 10285  
Pgh Pa 15292

RETURN RECEIPT  
REQUESTED

PLACE STICKER AT TOP OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.  
**CERTIFIED MAIL**



7015 0640 0004 3723 1278



1000

17105

00112434-31

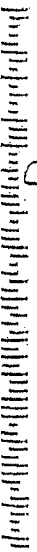
U.S. POSTAGE  
PAID  
PITTSBURGH, PA  
JAN 26, 16  
AMOUNT  
**\$6.96**

Secretary  
Pa. Bell Mobility Com

PO Box 3265

Harrisburg Pa 17105 3265

171053265 8099



**E**



Tran 97, Seq 219 \$500.00

FRANK P. REZZETANO JR 5067

69 3434  
144

DATE 2-2-14

PAY TO THE ORDER OF Dequesne Light \$500.<sup>00</sup>

Five Hundred & <sup>00</sup>/<sub>100</sub> DOLLARS

FOR [Redacted] Franko P. Rezzetano Jr.

[Redacted]

EXHIBIT  
07/07/2015  
RESIDENT 1  
C-2015-2462441

EXHIBIT  
Dequesne Light  
1

Tran 97, Seq 217 \$436.72

Please return this portion with your payment. Please enclose check facing forward.  
Make payment payable to Duquesne Light Company.

Account Number  
7001-020-239-009

PLEASE PAY THIS AMOUNT BY Jan 28, 2014  
\$436.72

\$

Make account changes or pledge to the Dollar Energy Fund on the back-check box.

Amount Enclosed

\*BWNHBYB  
#0350051011950457\*

|||||

FRANK REZZATANO  
P O BOX 10285  
PITTSBURGH PA 15232-0285

PAYMENT PROCESSING CENTER  
DUQUESNE LIGHT COMPANY  
PO BOX 67  
PITTSBURGH, PA 15267-0001

|||||

70010202390093 000000442147 000000172006 000000436726



**F**

Tran 112, Seq 283 \$830.72

FRANK P. REZZETANO JR  
 [REDACTED]

5096  
 69-3434  
 144

DATE 4-8-14

PAY TO THE ORDER OF Duquesne Light \$ 830.<sup>72</sup>  
Eight Hundred thirty & <sup>72</sup>/<sub>100</sub> DOLLARS

FOR [REDACTED] Frank P. Rezzetano Jr

EXHIBIT DO  
 5/10/2015  
 RESPONDENT 2  
 C-2015-2462441  
 PENGAD 800-633-6989

EXHIBIT  
 Duquesne Light  
 2

Tran 112, Seq 274 \$434.16

Please return this portion with your payment. Please enclose check facing forward.  
Make payment payable to Duquesne Light Company.

Account Number  
9000-013-980-003

PLEASE PAY THIS AMOUNT BY Mar 27, 2014  
\$720.88

\$ 434.16

Make account changes or pledge to the Dollar Energy Fund on the back-check box.

AMOUNT PAID

\*BWNHBYB  
#0450000699000159#

|||||

FRANK REZZETANO  
P O BOX 10285  
PITTSBURGH

PA 15232-0285

PAYMENT PROCESSING CENTER  
DUQUESNE LIGHT COMPANY  
PO BOX 67  
PITTSBURGH, PA 15267-0001

|||||

90000139800033 000000729750 000000476728 000000720885

Tran 112, Seq 281 \$20.35

Please return this portion with your payment. Please enclose check facing forward.  
Make payment payable to Duquesne Light Company.

Account Number  
7001-020-239-009

PLEASE PAY THIS AMOUNT BY Mar 27, 2014  
\$20.35

\$

20 35

Amount

Make account changes or pledge to the Dollar Energy Fund on the back-check box.

#BWNHBYB

#0350051011950457#

|||||

FRANK REZZATANO  
P O BOX 10285  
PITTSBURGH

PA 15232-0285

PAYMENT PROCESSING CENTER  
DUQUESNE LIGHT COMPANY  
PO BOX 67  
PITTSBURGH, PA 15267-0001

|||||

70010202390093 000000020530 000000000000 000000020352

Tran 112, Seq 275 \$10.63

Please return this portion with your payment. Make payment payable to Duquesne Light Company.

Account Number  
1000-016-378-006

PLEASE PAY BY Mar 21, 2014  
\$10.63

\$ 10.63  
Amount

#BWNHBYB  
\*0050000818900309\*

|||||

FRANK REZZETANO  
PO BOX 10285  
PITTSBURGH PA 15232-0285

DUQUESNE LIGHT COMPANY  
PAYMENT PROCESSING CENTER  
PO Box 10  
PITTSBURGH, PA 15230-0010

|||||

10000163780068 000000010634 000000000000 000000010634



Tran 112, Seq 276 \$48.01

Please return this portion with your payment. Please enclose check facing forward.  
Make payment payable to Duquesne Light Company.

Account Number  
7001-020-239-005

PLEASE PAY THIS AMOUNT BY Mar 25, 2014  
\$48.01

\$

48 01

Make account changes or pledge to the Dollar Energy Fund on the back-check box.

Amount to be paid

\*BWNHBYB  
#0350051011950259#

|||||

FRANK REZZATANO  
P O BOX 10285  
PITTSBURGH PA 15232-0285

PAYMENT PROCESSING CENTER  
DUQUESNE LIGHT COMPANY  
PO BOX 67  
PITTSBURGH, PA 15267-0001

|||||

70010202390055 000000048606 000000029007 000000048017

Tran 112, Seq 277 \$173.09

Please return this portion with your payment. Please enclose check facing forward.  
Make payment payable to Duquesne Light Company.

Account Number  
6000-444-873-001

PLEASE PAY THIS AMOUNT BY Mar 25, 2014  
\$173.09

\$ 173 09

Make account changes or pledge to the Dollar Energy Fund on the back-check box.

#BWNHBYB  
#0300022243650059#  
[Barcode]

FRANK REZZETANO JR  
PO BOX 10285  
PITTSBURGH PA 15232-0285

PAYMENT PROCESSING CENTER  
DUQUESNE LIGHT COMPANY  
PO BOX 67  
PITTSBURGH, PA 15267-0001

[Barcode]

60004448730013 000000175236 000000184007 000000173092





Tran 112, Seq 280 \$26.19

Please return this portion with your payment. Please enclose check facing forward.  
Make payment payable to Duquesne Light Company.

Account Number  
7001-020-239-008

PLEASE PAY THIS AMOUNT BY Mar 27, 2014  
\$26.19

\$ 26.19

Make account changes or pledge to the Dollar Energy Fund on the back-check box.

#BWNHBYB  
#0350051011950408#  
|||

FRANK REZZATANO  
P O BOX 10285  
PITTSBURGH PA 15232-0285

PAYMENT PROCESSING CENTER  
DUQUESNE LIGHT COMPANY  
PO BOX 67  
PITTSBURGH, PA 15267-0001

|||

70010202390086 000000026518 000000031008 000000026194

Tran 112, Seq 282 \$7.55

Please return this portion with your payment. Please enclose check facing forward.  
Make payment payable to Duquesne Light Company.

Account Number  
1000-016-378-023

PLEASE PAY THIS AMOUNT BY Mar 26, 2014  
\$7.55

\$ 7.55  
Amount Enclosed

Make account changes or pledge to the Dollar Energy Fund on the back-check box.

#BWNHBYB  
#0050000818901158\*

|||||

FRANK REZZETANO  
PO BOX 10285  
PITTSBURGH

PA 15232-0285

PAYMENT PROCESSING CENTER  
DUQUESNE LIGHT COMPANY  
PO BOX 67  
PITTSBURGH, PA 15267-0001

|||||

1000163780235 000000007647 000000007553 000000007553

**G**



**ACCOUNT STATEMENT**

Date Requested By \_\_\_\_\_

Customer Name REZZETANO, FRANK Investigator \_\_\_\_\_ DLC Analyst \_\_\_\_\_  
 Address 4625 LIBERTY AVE FLR 2 Case Number \_\_\_\_\_ Mail Drop \_\_\_\_\_  
PITTSBURGH PA 15224-1956  
 Account Number 9000013980003 From 10/04/2013 To 11/28/2014

Date	Reading Date	Days	Meter Rdg(s)	Type	Cons	Avg Dly Cons	Degree Day Cool	Htg	Bill / Pymt / Adj Amount	Due Date	Ltr of Credit	Backout Amount	Balance	Cmts
10/04/2013	10/02/2013	120	-	Act - DLC	1,080	9.0	679	113	\$154.39	10/28/2013			\$154.39	
10/30/2013				Payment					\$154.39 cr				\$0.00	
11/05/2013	11/04/2013	33	-	Act - DLC	624	18.9	30	367	\$94.52	11/26/2013	\$10.81		\$94.52	
12/05/2013				Payment					\$94.52 cr				\$0.00	
12/05/2013				Late Charge					\$1.18				\$1.18	
12/05/2013	12/04/2013	30	-	Act - DLC	1,044	34.8		781	\$135.18	12/26/2013			\$136.36	
01/07/2014				Late Charge					\$1.69				\$138.05	
01/07/2014	01/06/2014	33	-	Act - DLC	1,584	48.0		1,111	\$202.70	01/28/2014			\$340.75	
02/05/2014				Late Charge					\$4.22				\$344.97	
02/05/2014	02/04/2014	29	-	Act - DLC	2,064	71.2		1,207	\$270.45	02/26/2014			\$615.42	
02/13/2014				Payment					\$63.28 cr				\$552.14	
03/06/2014				Late Charge					\$6.85				\$558.99	
03/06/2014	03/05/2014	29	-	Act - DLC	1,212	41.8		1,172	\$161.89	03/27/2014			\$720.88	
03/19/2014				Correction					\$286.72 cr				\$434.16	
04/04/2014	04/03/2014	29	-	Act - DLC	960	33.1		765	\$129.78	04/28/2014			\$563.94	
04/15/2014				Payment					\$434.16 cr				\$129.78	
05/01/2014	04/25/2014	22	-	Final Bill	324	14.7	10	293	\$46.69	05/22/2014			\$176.47	
05/23/2014				Payment					\$129.78 cr				\$46.69	

**EXHIBIT**  
*Duquesne Light*  
**3**

**EXHIBIT**  
 01/07/2014  
**RESPONSE 3**  
 C-2015-242441

Type Descriptions  
 Act - Actual Bill      Est - Estimated Bill      DLC - Duquesne Light Company      SUP - Supplier

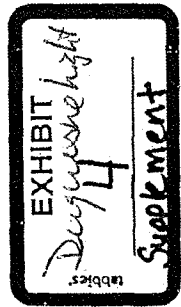
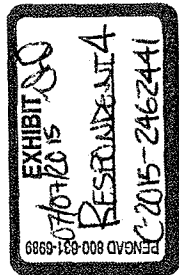


H

Duquesne Light Company - Statement of Account Report

Customer: REZZATANO, FRANK Case #: C-2015-2462441  
 Account #: 7001020239009 Statement Dates: 10/04/2013 - 07/31/2014  
 Service Address: 457 SAPPHIRE WAY FLR 2 PITTSBURGH PA 15224-1950

Date	Reading Date	Days	Meter Reading	Trans Type	Cons	Avg Dly Cons	Cool Days	Htg Days	Bill / Pymt / Adj Amount	Due Date	Ltr of Credit	Backout Amount	Balance
10/04/13	10/03/13	3	0688	Act - DLC	12	4	10	0	\$2.09	10/28/13			\$2.09
10/30/13				Payment					\$2.09				\$0.00
11/05/13	11/04/13	32	0717	Act - DLC	348	10.9	26	367	\$46.17	11/26/13			\$46.17
12/05/13				Payment					\$46.17				\$0.00
12/05/13				Late Charge					\$0.58				\$0.58
12/05/13	12/04/13	30	0851	Act - DLC	1608	53.6	0	781	\$170.80	12/26/13			\$171.38
01/07/14				Late Charge					\$2.14				\$173.52
01/07/14	01/06/14	33	1059	Act - DLC	2496	75.6	0	1111	\$263.20	01/28/14			\$436.72
02/05/14				Late Charge					\$5.43				\$442.15
02/05/14	02/04/14	29	1059	Act - DLC	0	0	0	1207	\$7.46	02/26/14			\$449.61
02/13/14				Payment					\$436.72				\$12.89
03/06/14	03/05/14	29	1059	Act - DLC	0	0	0	1172	\$7.46	03/27/14			\$20.35
03/19/14				Correction					\$286.72				\$307.07
04/04/14				Late Charge					\$3.77				\$310.84
04/04/14	04/03/14	29	1059	Act - DLC	0	0	0	765	\$7.46	04/28/14			\$318.30
04/15/14				Payment					\$20.35				\$297.95
05/09/14				Late Charge					\$3.68				\$301.63
05/09/14	05/02/14	29	1060	Act - DLC	12	0.4	10	374	\$8.62	06/02/14			\$310.25
07/31/14				Adjustment					\$7.45				\$302.80
07/31/14				Adjustment					\$302.80				\$0.00



Act - Actual Bill      Est - Estimated Bill      Type Descriptions      SUP - Supplier  
 DLC - Duquesne Light Company

1

14:00:54 Thursday, January 22, 2015

9000013980003 PC 012 LST-BL 05 RD CYC 03 BL CYC 03 < \* > SERV ENDED 04/25/14  
REZZETANO FRANK STATUS FINAL BILL FNA LAST-TRAN 10/09/14  
4625 LIBERTY AVE FLR 2 RT/RDR 010 000 DISPUTE EXP  
PITTSBURGH PA 15224-1956 \*NM\* 412 841 8272 C&C RNTPROP YES CSA-NO  
\*\*\*\*\* 01-20 CAMM ACTION INFORMATION \*\*\*\*\* 01/22/15 \*\*\* 1359 \*\*

TRIGGER	DATE	NAME	TIME ENTERED
99 99 99 CSR ACCESS TO ACCOUNT PER CSRCAMM		H WOOD	1630 04/24/14
99 99 99 CALLBACK, SPOKE TO FRANK, ADV THAT REQUESTED AMOUNT OF PAYMENT HAVE BEEN APPLIED TO AC-COUNT, EXPLN ACCT BAL, SENT STMT OF ACCT TO 12 ANDALLUSIA LN, PORT ST LUCIA FL 34952		G ALEXANDE	1333 03/19/14
99 99 99 CR- 286.72 XFR FRM 7001020239009		L HANSEN	1310 03/19/14
99 99 99 CSR ACCESS TO ACCOUNT PER CSRCAMM		G ALEXANDE	1304 03/19/14
99 99 99 PYMT ARRANGMENT INSERTED		T BUCCILLI	1302 03/19/14
99 99 99 LPC EXEMPT CODE CHGD FROM TO D P I2014-03-19E2014-04-18C0000-00-00 720.88		T BUCCILLI	1302 03/19/14
CUST ALERT TYPE3 CHG FROM TO P			
99 99 99 CSR ACCESS TO ACCOUNT PER CSRCAMM		T BUCCILLI	1258 03/19/14
99 99 99 CSR ACCESS TO ACCOUNT PER CSRCAMM		C CROWE	1246 03/19/14

\*\*\* ARE THERE MORE RECORDS YES \*\*\*  
DSPLY 21 KEY TO NEW 88 DSPLY KEY

EXHIBIT 80  
07/07/2015  
RESPONDENT 12  
C-2015-2462441

EXHIBIT  
Duquesne right  
12

14:00:57 Thursday, January 22, 2015

9000013980003 PC 012 LBT-BL 05 RD CYC 03 BL CYC 03 < \* > SERV ENDED 04/25/14  
REZZETANO FRANK STATUS FINAL BILL FNA LAST-TRAN 10/09/14  
4625 LIBERTY AVE FLR 2 RT/RDR 010 000 DISPUTE EXP  
PITTSBURGH PA 15224-1956 \*NM\* 412 841 8272 C&C RNTPROP YES CSA-NO  
\*\*\*\*\* 01-20 CANN ACTION INFORMATION \*\*\*\*\* 01/22/15 \*\*\* 1359 \*\*  
TRIGGER DATE

..DATE..	MESSAGE.....	NAME	TIME	ENTERED
99 99 99	REVIEW WITH 9.5 HOWZE...ADV TO EMAIL BILLING FOLLOWUP TO XFER THE CORRECT PYMT AMT TO CORR ECT ACCT....	T BAKER-NE	1114	03/19/14
99 99 99	FRANK ADVISES HE SENT A CK FOR \$500 TO BE DIS BURSED TO ACCT# 7001020239009 (FOR \$150) & TH IS ACCT# (FOR \$350)...7001020239009 POSTED FO R \$436.72 DLNQ AMT AND BAL OF \$63.28 BAL WENT TO THIS ACCT...NOW THIS ACCT HAS RECVD TERM N OTICE...HE BEGAN YELLING THAT WE CANT TAKE HI S MONEY AND PUT IT WHERE WE WANT...ADV IF PYM T "CAN" BE XFER'D THE OTHER ACCT WILL GO DLNQ FOR TERM...SAYS PREMIS IS VACANT AND DO NOT C ARE IF WE SHUT IT OFF...REQ TO SPK WITH SOMEQ	T BAKER-NE	1112	03/19/14

\*\*\* ARE THERE MORE RECORDS YES \*\*\*  
DSPLY 21 KEY TO NEW SS DSPLY KEY

14:01:03 Thursday, January 22, 2015

9000013980003 PC 012 LST-BL 05 RD CYC 03 BL CYC 03 < \* > SERV ENDED 04/25/14  
REZZETANO FRANK STATUS FINAL BILL FNA LAST-TRAN 10/09/14  
4625 LIBERTY AVE FLR 2 RT/RDR 010 000 DISPUTE EXP  
PITTSBURGH PA 15224-1956 \*NM\* 412 841 8272 C&C RNTPROP YES CSA-NO  
\*\*\*\*\* 01-20 CMM ACTION INFORMATION \*\*\*\*\* 01/22/15 \*\*\* 1359 \*\*  
TRIGGER DATE

..DATE..	MESSAGE.....	NAME	TIME	ENTERED
99 99 99	NE ELSE...ENTERED CALL BACK...	T BAKER-NE	1112	03/19/14
99 99 99	CSR ACCESS TO ACCOUNT PER CSRCAMM	T BAKER-NE	1046	03/19/14
99 99 99	SRVORD MISC Cmpl 03/11/14 BY GAD READ 000000	GAD	1851	03/11/14
99 99 99	SO MISC READY FOR BATCH (F/S)	GAD-F/S	1845	03/11/14
99 99 99	MFIELD COMPLETED MISC AT 13:02 ON 03/11/2014	GAD-MDS	1839	03/11/14
99 99 99	AUTO SO MISC CREATED 2014-03-11 BY C/C AT000	PCSS0111	0041	03/11/14
99 99 99	2014-03-06 CACS BILL MESSAGE C5 CREATED	PCSTR164	2350	03/06/14
99 99 99	CSR ACCESS TO ACCOUNT PER CSRCAMM	D TOBIN	1358	03/05/14
99 99 99	CSR ACCESS TO ACCOUNT PER CSRCAMM	S HAKOS	1319	02/14/14
99 99 99	2014-02-05 CACS BILL MESSAGE C2 CREATED	PCSTR164	2346	02/05/14
99 99 99	SRVORD FMAS Cmpl 01/30/14 BY KWM READ 000000	KWM	1854	01/30/14
99 99 99	SO FMAS READY FOR BATCH (F/S)	KWM-F/S	1847	01/30/14
99 99 99	MFIELD COMPLETED FMAS AT 15:23 ON 01/30/2014	KWM-MDS	1837	01/30/14

\*\*\* ARE THERE MORE RECORDS YES \*\*\*  
DSPLY 21 KEY TO NEW SS DSPLY KEY

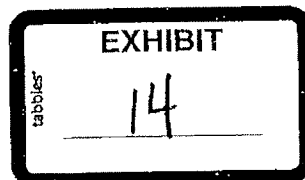
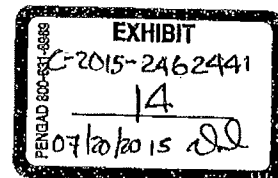
J

7001020239009 CC 017 LST-BL 05 RD CYC 03 BL CYC 03 SERV ENDED 05/02/14  
REZZATANO FRANK STATUS CHARGE OFF FNA LAST-TRAN 11/15/14  
457 SAPPHIRE WAY FLR 2 RT/RDR 012 000 DISPUTE EXP  
PITTSBURGH PA 15224-1950 \*NM\* 412 841 8272 INA RNTPROP NO

\*\*\*\*\* 03-06 RESIDENTIAL BILLING HISTORIES \*\*\*\*\* 06/29/15 \*\*\* 1252 \*\*

LN	SRC	T	B/T	B/M	READ	DAYS	DUE	RDG	OPKWH	OPTAMT	KWH	AVKWH	AMOUNT
01	N	J	FIN	05	05/02/14	29	06/02/14	1060	0	0.00	12	0.4	8.62
02	N	J	NOR	04	04/03/14	29	04/28/14	1059	0	78.00	0	0.0	7.46
03	N	J	NOR	03	03/05/14	29	03/27/14	1059	0	99.00	0	0.0	7.46
04	N	J	NOR	02	02/04/14	29	02/26/14	1059	0	139.00	0	0.0	7.46
05	N	J	NOR	01	01/06/14	33	01/28/14	1059	0	109.00	2496	75.6	263.20
06	N	J	NOR	12	12/04/13	30	12/26/13	851	0	60.00	1608	53.6	170.80
07	N	J	NOR	11	11/04/13	32	11/26/13	717	0	310.00	348	10.8	46.17
08	N	J	INI	10	10/03/13	3	10/28/13	688	0	31.00	12	4.0	2.09
09	N	J	FIN	09	09/30/13	26	10/21/13	687	0	0.00	684	26.3	78.90
10	N	J	NOR	09	09/04/13	30	09/26/13	630	0	293.00	600	20.0	70.37
11	N	J	NOR	08	08/05/13	33	08/27/13	580	0	296.00	648	19.6	75.73
12	N	J	NOR	07	07/03/13	29	07/29/13	526	0	296.00	564	19.4	66.86
13	N	J	NOR	06	06/04/13	32	06/26/13	479	0	294.00	1008	31.5	142.84
14	N	J	NOR	05	05/03/13	29	05/28/13	395	0	324.00	1296	44.6	173.08
15	N	J	NOR	04	04/04/13	30	04/29/13	287	0	300.00	3804	126.8	490.24

\*\*\* ARE THERE MORE RECORDS YES \*\*\*  
DSPLY 00 KEY TO NEW SS DSPLY KEY





**K**

12:23:36 Thursday, January 22, 2015

7001020239009 CC 017 LST-BL 05 RD CYC 03 BL CYC 03 SERV ENDED 05/02/14  
REZZATANO FRANK STATUS CHARGE OFF FNA LAST-TRAN 11/15/14  
457 SAPPHIRE WAY FLR 2 RT/RDR 012 000 DISPUTE EXP  
PITTSBURGH PA 15224-1950 \*NM\* 412 841 8272 INA RNTPROP NO  
\*\*\*\*\* 01-20 CAMM ACTION INFORMATION \*\*\*\*\* 01/22/15 \*\*\* 1222 \*\*

TRIGGER  
..DATE.. MESSAGE..... NAME TIME ENTERED DATE  
99 99 99 REVIEW WITH 9.5 HOWZE...ADV TO EMAIL BILLING T BAKER-NE 1117 03/19/14  
FOLLOWUP TO XFER THE CORRECT PYMT AMT TO CORR  
ECT ACCT....  
99 99 99 FRANK ADVISES HE SENT A CK FOR \$500 TO BE DIS T BAKER-NE 1117 03/19/14  
BURSED TO ACCT# 9000013980003 (FOR \$350) & TH  
IS ACCT# (FOR \$150)...9000013980003 POSTED FO  
R \$63.28 DLNQ AMT AND BAL OF \$436.72 BAL WENT  
TO THIS ACCT...NOW THIS ACCT HAS RECVD TERM N  
OTICE...HE BEGAN YELLING THAT WE CANT TAKE HI  
S MONEY AND PUT IT WHERE WE WANT...ADV IF PYM  
T "CAN" BE XFER'D THE OTHER ACCT WILL GO DLNQ  
FOR TERM...SAYS PREMIS IS VACANT AND DO NOT C  
ARE IF WE SHUT IT OFF...REQ TO SPK WITH SOMEO

\* \* \* ARE THERE MORE RECORDS YES \* \* \*  
DSPLY 21 KEY TO NEW SS DSPLY KEY

PENGAO 800-857-6988  
EXHIBIT  
C-2015-2462441  
20  
07/20/2015 *SP*

tabbles  
EXHIBIT  
20

12:23:33 Thursday, January 22, 2015

7001020239009 CC 017 LST-BL 05 RD CYC 03 BL CYC 03 SERV ENDED 05/02/14  
REZZATANO FRANK STATUS CHARGE OFF FNA LAST-TRAN 11/15/14  
457 SAPPHIRE WAY FLR 2 RT/RDR 012 000 DISPUTE EXP  
PITTSBURGH PA 15224-1950 \*NM\* 412 841 8272 INA RNTPROP NO  
\*\*\*\*\* 01-20 CAMM ACTION INFORMATION \*\*\*\*\* 01/22/15 \*\*\* 1221 \*\*

TRIGGER DATE  
..DATE.. MESSAGE..... NAME TIME ENTERED  
99 99 99 AUTO SO DNP CREATED 2014-05-02 BY C/C AT000 PCSSO111 0031 05/02/14  
99 99 99 MDS SO DNP DELETED PCSSO111 1924 05/01/14  
99 99 99 AUTO SO DNP CREATED 2014-05-01 BY C/C AT000 PCSSO111 0039 05/01/14  
99 99 99 MDS SO DNP DELETED PCSSO111 1915 04/30/14  
99 99 99 AUTO SO DNP CREATED 2014-04-30 BY C/C AT000 PCSSO111 0125 04/30/14  
99 99 99 CSR ACCESS TO ACCOUNT PER CSRCAMM L STOLARZ 1108 04/16/14  
99 99 99 2014-04-04 CACS BILL MESSAGE C3 CREATED PCSTR164 2352 04/04/14  
99 99 99 CALLBACK, SPOKE TO FRANK, ADV THAT REQUESTED G ALEXANDE 1333 03/19/14  
AMOUNT OF PAYMENT HAVE BEEN APPLIED TO AC-  
COUNT, EXPLN ACCT BAL, SENT STMT OF ACCT TO  
12 ANDALLUSIA LN, PORT ST LUCIA FL 34952  
99 99 99 DR- 286.72 XFR TO 9000013980003 L HANSEN 1309 03/19/14  
99 99 99 CSR ACCESS TO ACCOUNT PER CSRCAMM G ALEXANDE 1306 03/19/14

\* \* \* ARE THERE MORE RECORDS YES \* \* \*  
DSPLY 21 KEY TO NEW SS DSPLY KEY

12:23:20 Thursday, January 22, 2015

7001020239009 CC 017 LST-BL 05 RD CYC 03 BL CYC 03 SERV ENDED 05/02/14  
REZZATANO FRANK STATUS CHARGE OFF FNA LAST-TRAN 11/15/14  
457 SAPPHIRE WAY FLR 2 RT/RDR 012 000 DISPUTE EXP  
PITTSBURGH PA 15224-1950 \*NM\* 412 841 8272 INA RNTPROP NO  
\*\*\*\*\* 01-20 CMM ACTION INFORMATION \*\*\*\*\* 01/22/15 \*\*\* 1221 \*\*

TRIGGER  
..DATE.. MESSAGE..... NAME TIME ENTERED  
99 99 99 UNDERSTANDING IF THE BILL IN QUESTION WAS \$43 S STEAVE 1019 06/24/14  
3 WHY DID HE PAY IT..SAYS HAS TO CHECK RECORD  
S..ADV \$ OWED TO US WAS XFR FROM LIBERTY ACCT  
#9000013980003 TO THIS ACCT..ADV TO SEND ME A  
COPY OF THE CHECK FRONT/BACK..ADV TO CB AND A  
SK FOR ME...WILL FAX TO 6042..PLS GET HIS # A  
ND SEND TO ME AND I WILL CALL HIM BACK..ADV I  
WILL HANDLE THIS ISSUE  
99 99 99 XFER TO GEN BUS M BYLER 0948 06/24/14  
99 99 99 CSR ACCESS TO ACCOUNT PER CSRCAMM S STEAVE 0948 06/24/14  
99 99 99 CSR ACCESS TO ACCOUNT PER CSRCAMM M BYLER 0941 06/24/14  
99 99 99 BILL ADJUSTMENT /DELETE M KOVACH 0824 06/06/14  
99 99 99 REC'D BILL STUB BACK STATING WRONG BILL M OESTERLI 0857 06/01/14

\* \* \* ARE THERE MORE RECORDS YES \* \* \*  
DSPLY 21 KEY TO NEW SS DSPLY KEY

12:23:16 Thursday, January 22, 2015

7001020239009 CC 017 LST-BL 05 RD CYC 03 BL CYC 03 SERV ENDED 05/02/14  
REZZATANO FRANK STATUS CHARGE OFF FNA LAST-TRAN 11/15/14  
457 SAPPHIRE WAY FLR 2 RT/RDR 012 000 DISPUTE EXP  
PITTSBURGH PA 15224-1950 \*NM\* 412 841 8272 INA RNTPROP NO  
\*\*\*\*\* 01-20 CMM ACTION INFORMATION \*\*\*\*\* 01/22/15 \*\*\* 1221 \*\*

TRIGGER  
..DATE.. MESSAGE..... NAME TIME ENTERED  
99 99 99 ING ANY COPY OF CHECK RECEIVED...NOT SAT, DEC M RYAN 0957 07/16/14  
LINED PUC PHONE #...ISSUED SUPERVISOR C/B....  
FRANK WANTS CALLED AT (412)841-8272.  
99 99 99 CSR ACCESS TO ACCOUNT PER CSRCAMM M RYAN 0941 07/16/14  
99 99 99 CSR ACCESS TO ACCOUNT PER CSRCAMM P CLEMM 0934 07/16/14  
99 99 99 CSR ACCESS TO ACCOUNT PER CSRCAMM P CLEMM 1017 07/10/14  
99 99 99 BILL ADJUSTMENT /DELETE L HANSEN 0659 07/09/14  
99 99 99 AGENCY CODE CHANGED FROM TO 026 PCSCC100 PCSCC100 0209 07/07/14  
99 99 99 CSR ACCESS TO ACCOUNT PER CSRCAMM M OESTERLI 1609 06/26/14  
99 99 99 FRANK ADV FB AMT..WANTS SOMETHING SENT TO S STEAVE 1019 06/24/14  
HIM EXPLAINING HOW MONEY WAS XFR FROM ACCT #  
9000013980003..STTS MAILED ONE CHECK AND IT W  
AS TO BE SPLIT BETWEEN SEVERAL ACCTS..ADV NOT

\* \* \* ARE THERE MORE RECORDS YES \* \* \*  
DSPLY 21 KEY TO NEW SS DSPLY KEY

12:23:10 Thursday, January 22, 2015

7001020239009 CC 017 LST-BL 05 RD CYC 03 BL CYC 03 SERV ENDED 05/02/14  
REZZATANO FRANK STATUS CHARGE OFF FNA LAST-TRAN 11/15/14  
457 SAPPHIRE WAY FLR 2 RT/RDR 012 000 DISPUTE EXP  
PITTSBURGH PA 15224-1950 \*NM\* 412 841 8272 INA RNTPROP NO

\*\*\*\*\* 01-20 CMM ACTION INFORMATION \*\*\*\*\* 01/22/15 \*\*\* 1221 \*\*  
TRIGGER

..DATE..	MESSAGE.....	NAME	TIME ENTERED
99 99 99	CK . CK LISTED HOW HE WANTED FUNDS ALLOCATED. ESPECIALLY CONCERNED ABT THIS ADDR DUE TO TENANT EVICTION, MAGISTRATE HEARING. TENANT GV FUNDS TO R/P FOR USAGE IN THIS ADDR. R/P STATED FUNDS DID NOT APPEAR ON HIS STMT IN TIME FOR HEARING. MUST HV CK BECAUSE R/P IS HAVING PROBLEM SEEING PROOF OF PMT, ACCT# ETC. GV FAX & CORRESPONDENCE ADDR. R/P DID NOT REPLY TO CS QUESTION...	L REED	1603 07/17/14
99 99 99	CSR ACCESS TO ACCOUNT PER CSRCMM	L REED	1528 07/17/14
99 99 99	FRANK INSISTS HE SENT A CHECK TO DLCO FOR \$50 M RYAN 0 THAT WAS CASHED, HE ALSO STATES HE SENT PRO OF IN...ADV DO NOT SEE ANY \$500 PYMT NOR SHOW	M RYAN	0957 07/16/14

\* \* \* ARE THERE MORE RECORDS YES \* \* \*  
DSPLY 21 KEY TO NEW SS DSPLY KEY

12:23:04 Thursday, January 22, 2015

7001020239009 CC 017 LST-BL 05 RD CYC 03 BL CYC 03 SERV ENDED 05/02/14  
REZZATANO FRANK STATUS CHARGE OFF FNA LAST-TRAN 11/15/14  
457 SAPPHIRE WAY FLR 2 RT/RDR 012 000 DISPUTE EXP  
PITTSBURGH PA 15224-1950 \*NM\* 412 841 8272 INA RNTPROP NO  
\*\*\*\*\* 01-20 CMM ACTION INFORMATION \*\*\*\*\* 01/22/15 \*\*\* 1221 \*\*

TRIGGER	..DATE..	MESSAGE.....	NAME	TIME	ENTERED
	99 99 99	BS SENT WERE WRITTEN AND AS SHOWN ON BACK OF CHECK; THIS ACCT HAD \$20.35 APPLIED	S POVICH	1335	07/21/14
	99 99 99	CSR ACCESS TO ACCOUNT PER CSRCAMM	P CLEMM	1149	07/21/14
	99 99 99	CK#5067 FOR \$500 WAS SENT IN WITH TWO STUBS. NO AMTS WERE WRITTEN IN ON HOW MUCH TO EACH ACCT# 7001020239009 BAL OF \$436.72 WAS PAID AND REMAINDER OF CHECK WAS APPLIED TO ACCT# 900013980003 FOR \$63.28 WHICH WAS THE SECOND STUB SENT IN WITH NO AMOUNT GIVEN	S POVICH	0901	07/21/14
	99 99 99	CSR ACCESS TO ACCOUNT PER CSRCAMM	P CLEMM	1720	07/18/14
	99 99 99	CUST ALREADY CALLED BACK...	D HOWZE	0950	07/18/14
	99 99 99	CSR ACCESS TO ACCOUNT PER CSRCAMM	D HOWZE	0950	07/18/14
	99 99 99	FRANK REZZATANO SAID HE MLD COPY OF \$83X.XX	L REED	1603	07/17/14

\*\*\* ARE THERE MORE RECORDS YES \*\*\*  
DSPLY 21 KEY TO NEW SS DSPLY KEY

12:23:01 Thursday, January 22, 2015

7001020239009 CC 017 LST-BL 05 RD CYC 03 BL CYC 03 SERV ENDED 05/02/14  
REZZATANO FRANK STATUS CHARGE OFF FNA LAST-TRAN 11/15/14  
457 SAPPHIRE WAY FLR 2 RT/RDR 012 000 DISPUTE EXP  
PITTSBURGH PA 15224-1950 \*NM\* 412 841 8272 INA RNTPROP NO  
\*\*\*\*\* 01-20 CMM ACTION INFORMATION \*\*\*\*\* 01/22/15 \*\*\* 1221 \*\*  
TRIGGER DATE  
..DATE.. MESSAGE..... NAME TIME ENTERED  
99 99 99 TURNED ON HE NEEDS TO APPLY FOR SVC, ACCT WA R NEUHART 1350 08/19/14  
S DNP'D ON 5/2, R/F AND DEP WILL MOST LIKELY  
BE REQUIRED AS WELL AS CCO BAL.... WILL HAVE C  
UST CALL..  
99 99 99 CSR ACCESS TO ACCOUNT PER CSRCAMM R NEUHART 1343 08/19/14  
99 99 99 BILL ADJUSTMENT /DELETE D MOCKABEE 1255 08/07/14  
99 99 99 EMAILED SOAR TO MAIL SOA L REED 1302 07/24/14  
99 99 99 CLD FRANK REZZATANO 412-841-8272 TO ADVISED L REED 1300 07/24/14  
PAYMENTS WERE APPLIED AS WRITTEN.  
412-841-8272 VM WAS FULL AND NOT ACCEPTING  
MESSAGES.  
99 99 99 CSR ACCESS TO ACCOUNT PER CSRCAMM L REED 1252 07/24/14  
99 99 99 CK#5096 FOR \$830.72 WAS POSTED EXACTLY AS STU S POVICH 1335 07/21/14

\* \* \* ARE THERE MORE RECORDS YES \* \* \*  
DSPLY 21 KEY TO NEW SS DSPLY KEY



12:22:51 Thursday, January 22, 2015

7001020239009 CC 017 LST-BL 05 RD CYC 03 BL CYC 03 SERV ENDED 05/02/14  
REZZATANO FRANK STATUS CHARGE OFF FNA LAST-TRAN 11/15/14  
457 SAPPHIRE WAY FLR 2 RT/RDR 012 000 DISPUTE EXP  
PITTSBURGH PA 15224-1950 \*NM\* 412 841 8272 INA RNTPROP NO  
\*\*\*\*\* 01-20 CAMM ACTION INFORMATION \*\*\*\*\* 01/22/15 \*\*\* 1219 \*\*

TRIGGER	..DATE..	MESSAGE.....	NAME	TIME	ENTERED	DATE
	99 99 99	\$436.72 PYT TO THIS ACCT.CLAIMS DLCO INTENTIO	C CONWAY	1554	10/09/14	
		NALLY APPLIED PYT HERE AGAINST HIS WISHES.POI				
		NTED OUT TO HIM THAT HE HAS BEEN DISCUSSING				
		CHECK FOR \$830.72,BUT PYT IN QUESTION WAS ACT				
		UALLY TAKEN FROM CHECK #5067 WRITTEN FOR \$500				
		FRANK SAYS HE HAD NOT BEEN TOLD THAT BEFORE,W				
		ILL CHECK HIS RECORDS AND CALL BACK				
	99 99 99	CSR ACCESS TO ACCOUNT PER CSRCAMM	C CONWAY	1256	10/09/14	
	99 99 99	BILL ADJUSTMENT /DELETE	J ALLEN	1248	10/08/14	
	99 99 99	VIEW ONLY.	T BROWN	1526	10/06/14	
	99 99 99	CSR ACCESS TO ACCOUNT PER CSRCAMM	T BROWN	1524	10/06/14	
	99 99 99	BILL ADJUSTMENT /DELETE	L HANSEN	1021	09/08/14	
	99 99 99	SPOKE TO FSR T HOWELL, ADV IF FRANK WANTS SVC	R NEUHART	1350	08/19/14	

\*\*\* ARE THERE MORE RECORDS YES \*\*\*  
DSPLY 21 KEY TO NEW SS DSPLY KEY

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

FRANK REZZETANO )  
)  
)  
Complainant, )  
vs. ) Docket No C-2015-2462441  
)  
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).


Frank Rezzetano  
PO Box 10285  
Pittsburgh, PA 15232

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265  
(Via Electronic Filing)

Pennsylvania Public Utility Commission Office of Special Assistants  
(Via email at: ra-OSA@pa.gov)

Dated this 11<sup>th</sup> day of February 2016:

BY: \_\_\_\_\_

  
Jeremy V. Farrell, Esquire  
PA I.D. # 316258  
[jfarrell@tuckerlaw.com](mailto:jfarrell@tuckerlaw.com)  
Tucker Arensberg, P.C.  
1500 One PPG Place  
Pittsburgh PA 15222  
Telephone: (412) 594-3938  
Fax: (412) 594-5619