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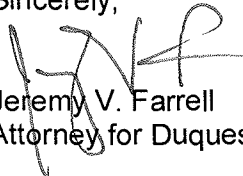
Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

RE: Robert Kramer v. Duquesne Light Company
Docket No. F-2015-2499181

Dear Secretary Chiavetta:

Duquesne Light Company's Exceptions and Appendix are enclosed for filing. A copy of these documents has been served upon Complainant in accordance with Commission regulations.

Sincerely,



Jeremy V. Farrell
Attorney for Duquesne Light Company

Enclosure

cc: Robert Kramer (with enclosure)
Office of Special Assistants (OSA), via email (with enclosure)

LIT:603530-1 014657-158498

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I. INTRODUCTION

A. **Procedural History**

Complainant Robert Kramer (“Complainant” or “Mr. Kramer”) filed this Formal Complaint against Respondent Duquesne Light Company (“Duquesne Light”) claiming that Duquesne Light incorrectly charged him at the residential heating (“RH”) rate when it should have charged him at the residential add-on heat pump (“RA”) rate. Initial Decision, p. 1.¹ Complainant seeks a refund from Duquesne Light equal to the difference between the charges he received at the RH rate and what he would have been charged at the RA rate. Initial Decision, pp. 1-2.

Duquesne Light filed an Answer and New Matter denying that Complainant had been overcharged because prior to December 2, 2014, Duquesne Light had no knowledge or notice that Complainant utilized an add-on heat pump at the service address. The Company further averred that when Mr. Kramer notified Duquesne Light, on December 2, 2014, that Mr. Kramer used a heat pump, the Company responded promptly. In fact, the very next day the Company verified that Complainant was eligible for the RA rate and switched him to the RA rate effective December 1, 2014.

An initial telephonic hearing was conducted by Administrative Law Judge Katrina Dunderdale. Complainant appeared, but did not offer any exhibits or present the testimony of any other witnesses. Duquesne Light offered the testimony of two witnesses, Margaret Mueller (Regulatory Consumer Relations Specialist) and Clarence Jake Preston (Field Services Representative), along with nine exhibits which were entered into the record without objection. Initial Decision, p. 2; Tr., p. 59. No further evidence was offered after the date of the telephonic hearing.

ALJ Dunderdale issued an Initial Decision that: (1) assessed a \$10,000 civil penalty against Duquesne Light; (2) ordered the Company to credit Mr. Kramer’s account with the

¹ A copy of the Initial Decision, the Hearing Transcript, the Hearing Exhibits, and Duquesne Light’s Motion to Correct Transcript (described in footnote 7 below) are collected in the attached Appendix.

difference between the charges he accrued under the RH rate and the charges he would have accrued under the RA rate for the four years preceding the date he first notified Duquesne Light that he utilized an add-on heat pump; and (3) referred this matter to the Commission's Bureau of Investigation and Enforcement. Initial Decision, pp. 1, 21-22. Duquesne Light respectfully submits that the Initial Decision misapplied the law to the undisputed facts and, therefore, files these Exceptions.

B. Facts

Duquesne Light makes three different rates available to its residential customers -- the RH rate, the RA rate, and the residential service ("RS") rate. Tr., p. 44. The two rates pertinent to this action are the RH rate and the RA rate. Tr., p. 29; Exhibits 7-8. Duquesne Light notifies its customers the rate at which the customers are being charged on each monthly service bill. Tr., pp. 36-38; Exhibits 4, 5. For example, Exhibits 4 and 5 demonstrate that Duquesne Light informed Mr. Kramer of the rate being applied to his account at the top of three of the four pages included in each billing statement. Tr., p. 38.²

Duquesne Light's policy is to provide new customers at existing structures with the same rate that the prior customer held at the service address unless the customer provides the Company with information that the rate may need to be changed. Tr., pp. 23, 45.³ If a customer provides notice of eligibility for a rate change, Duquesne Light sends a representative to the service address to determine if the customer is in fact eligible for a rate change. Tr., p.

² Mr. Kramer was originally billed for December 2014 at the RH rate, but the Parties agreed that that the Company changed Mr. Kramer to the RA rate effective December 1, 2014. Initial Decision, p. 10 n. 13.

³ Duquesne Light utilizes a different procedure for new structures. In that case, the builder contacts Duquesne Light's new business department and, at that time, the new business department would ask certain questions about the building's heat source. Tr., p. 45.

23.⁴ If the field investigation reveals that the customer is eligible for a different rate, then Duquesne Light changes the rate. Tr., pp. 23.⁵

Mr. Kramer initiated service at 111 Green Forest Drive, Baden, Pa (the "Property") on December 19, 2000. Tr., p. 22. There was no contention by Mr. Kramer that he informed the Company at the time of the initiation of service that he had a heat pump. In that regard, Mr. Kramer testified only that there was a heat pump at the Property when he purchased it in 2000 and also admitted that he changed out that heat pump and replaced it with a new one in 2008. Tr., pp. 10-11, 12. **There is no record evidence that prior to December 2, 2014, Duquesne Light was notified that the Property utilized an add-on heat pump, or that Mr. Kramer ever requested a rate change prior to that date.** Tr., pp. 32. As Margaret Mueller, the Company's regulatory consumer relations specialist who investigated Mr. Kramer's account⁶ testified:

Q. Based on your investigation, Ms. Mueller, are there any records indicating that before December 2nd of 2014 Mr. Kramer contacted Duquesne Light to request a different rate?

A. No.

Q. No, he did not?

A. No, he did not contact us.

Q. Based on your investigation, are there any records [before]⁷ the date of December 2nd, 2014 in which Mr. Kramer informed Duquesne Light that his property utilized an add-on heat pump?

A. He did not.

⁴ Duquesne Light's tariff states in pertinent part: "The customer shall use the electric service only at the premise where service is established; and after electric service has been established, shall notify the Company of any change in connected load, demand, or other conditions of use." Tr., pp. 23, 28-29; Exhibit 6.

⁵ It is not Duquesne Light's policy to backdate or reimburse a customer in rate change scenarios such as this. Tr., p. 29.

⁶ Tr., pp. 21-22.

⁷ The word "before" was improperly omitted from the transcript, as acknowledged by the Commonwealth Reporting Company in an email to Tucker Arensberg, P.C. dated April 1, 2016. Duquesne Light is filing a motion to correct the record contemporaneous with the filing of its Exceptions. For convenience, a copy of that Motion is included in the Appendix.

Tr., p. 32. Significantly, neither Mr. Kramer nor ALJ Dunderdale disputes the lack of such notice to Duquesne Light. Tr., p. 12-13; Initial Decision, p. 14.

It was not until December 2, 2014, that Mr. Kramer first informed Duquesne Light that there was a heat pump at the Property. Tr., pp. 13, 30-32; Exhibit 1.⁸ Duquesne Light advised Complainant that the Company would inspect the Property to confirm the presence of the heat pump; Mr. Kramer stated he was satisfied with the Duquesne Light's response. Tr., p. 32; Exhibit 1. The very next day, on December 3, 2014, Clarence Preston, one of Duquesne Light's field services representative, visited the Property and confirmed that a heat pump was in use. Tr., pp. 34-35, 55; Exhibit 2. Duquesne Light approved the rate change that same day and billed Mr. Kramer at the RA rate effective December 1, 2014. Tr., pp. 14-16, 19, 35, 55-56.

Mr. Kramer asked Duquesne Light to credit his account dating back to its inception in 2000 in an amount equal to the difference between the charges he received on the RH rate and what he would have charged been on the RA rate. Tr., p. 11. When Duquesne Light did not agree to the requested 14 year refund, Mr. Kramer filed this Complaint. Tr., p. 11.

Despite the fact that it is undisputed that Duquesne Light had no knowledge that Complainant had an add-on heat pump at the Property prior to December 2014, ALJ Dunderdale ordered the Company to credit Mr. Kramer's account, fined Duquesne Light \$10,000, and referred the matter to the Commission's Bureau of Investigation and Enforcement. Duquesne Light respectfully submits that the Initial Decision is not supported by the facts or the law and must be reversed for the reasons set forth below.

⁸ Mr. Kramer started to shop around for new rates towards the end of 2014 after learning that FirstEnergy Solutions, his energy supplier, was removing itself from the market. Tr., p. 10. That was when he began examining Duquesne Light's rates and contacted the Company about switching to the RA rate. Tr., pp. 10-11.

II. EXCEPTIONS

A. The ALJ erred by concluding that Duquesne Light applied an incorrect rate to Complainant's account prior to December 2014. (Initial Decision, p. 14.)

One of the fundamental errors of the Initial Decision is its determination that the RH rate was "incorrect" when applied to Mr. Kramer before December 2014. Initial Decision, p. 14. The RH rate was not incorrect as applied to Complainant. No evidence was presented, for example, that Complainant was ineligible or did not qualify for the RH rate during the time it was applied to his account. Instead, even ignoring for the moment that the Company had no notice that Mr. Kramer used an add-on heat pump, the evidence at most showed that Mr. Kramer qualified for *both* the RH rate and the RA rate. The relevant language from Duquesne Light's tariff relating to eligibility for the RH and RA rates are as follows:

<u>Availability of RH Rate (Ex. 7)</u>	<u>Availability of RA Rate (Ex. 8)</u>
Available to residential or combined residential and farm customers using the Company's standard low voltage service for lighting, appliance operation, general household purposes and for commercial or professional activity where associated consumption represents less than 25% of the total monthly usage at the premise, and as the sole primary method of space heating except that the space heating system may be supplemented with renewable energy sources such as solar, wind, wood, or hydro.	Available to residential or combined residential and farm customers using the Company's standard low voltage service for lighting, appliance operation, general household purposes and for commercial or professional activity where associated consumption represents less than 25% of the total monthly usage at the premise, and an add-on heat pump for space heating. Other energy sources may be used to supplement the add-on heat pump provided that the supplemental energy source is thermostatically controlled to operate only when the outdoor temperature falls to at least 40° F and the add-on heat pump cannot provide the total heating requirements.
Available only when supplied at 240 volt (or less) single phase service through a single meter directly by the Company to a single family dwelling or to an individual dwelling unit in a multiple dwelling structure. For the purposes of this rate, a dwelling unit is defined as one or more rooms arranged for the use of one or more individuals for shelter, sleeping, dining, and with permanent provisions for cooking and sanitation. . . .	Available only when supplied at 240 volt (or less) single phase service through a single meter directly by the Company to a single family dwelling or to an individual dwelling unit in a multiple dwelling structure. For the purposes of this rate, a dwelling unit is defined as one or more rooms arranged for the use of one or more individuals for shelter, sleeping, dining, and with permanent provisions for cooking and sanitation. . . .

That the RA rate was more advantageous does not render the RH rate “incorrect.” In fact, implicit in ALJ Dunderdale’s finding that the RA rate was more advantageous is a determination that both the RH and RA rates were applicable, as she recognized by acknowledging that Section 1303 applies “[w]here a public utility has more than one rate applicable to a customer. . . .” Initial Decision, p. 9. Accordingly, the contradictory determination that the RH rate was “incorrect” as applied to Mr. Kramer pre-December 2014 is not supported by the evidence or the law.

- B. The ALJ erred in concluding that Complainant carried his burden of proof that Duquesne Light provided unreasonable service and failed to charge Complainant under the most advantageous rate where it is undisputed that Duquesne Light had no notice that Complainant was eligible for the RA rate before December 2014. (Initial Decision, p. 20-21; Conclusion of Law Nos. 3, 4, and 5.)**

ALJ Dunderdale’s determination that Complainant proved⁹ that Duquesne Light provided unreasonable service and failed to charge the most advantageous rate is contrary to the facts and well-established law from the Commission and the Commonwealth Court. In fact, as discussed below, the lone case cited in support of the Initial Decision’s result actually demands its reversal. Springfield Twp. v. Pa. Public Utility Comm’n, 676 A.2d 304 (Pa. Cmwlth. 1997).

By focusing exclusively on questions that Duquesne Light ***could*** have asked Mr. Kramer when he applied for service 16 years ago, the Initial Decision ignored the simplicity of this case and the straightforward, undisputed facts that demand judgment in the Company’s favor. The undisputed evidence established that the Company had no idea that a heat pump existed at the Property and those who knew that a heat pump was being used (including Mr. Kramer) never

⁹ It is well-established that, as the proponent of a rule or order, Complainant bears the burden of proof pursuant to 66 Pa. C.S. § 332(a). Snow v. Equitable Gas Co., LLC, Docket No. 2012-2315572, 2013 WL 3787541, *4 (Pa. P.U.C. July 16, 2013). To satisfy the burden of proof, Complainant must show that Duquesne Light is responsible for the problem described in the Complaint. *Id.* Such a showing must be made by a preponderance of the evidence, which is evidence that is more convincing than the evidence presented by Duquesne Light. *Id.* Moreover, the Commission’s decision must be supported by substantial evidence of record. *Id.* More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Id.*

told Duquesne Light so until December 2, 2014. Tr., pp. 13, 30-32. The law is abundantly clear that, under these circumstances, Duquesne Light neither acted unreasonably nor failed to charge Mr. Kramer under the most advantageous rate available under the circumstances known to Duquesne Light.

The duty of a utility to bill at the “rate most advantageous” to a customer is not to be evaluated in a vacuum. Instead, the most advantageous rate analysis must be undertaken in light of the information known to the utility. Section 1303 of the Public Utility Code explicitly provides: “Any public utility, having more than one rate applicable to service rendered to a patron, shall, **after notice of service conditions**, compute bills under the rate most advantageous to the patron.” 66 Pa. C.S. § 1303 (emphasis added). In interpreting this language, the Commonwealth Court and the Commission alike hold that utilities “must have **actual knowledge** of service conditions before it is required to compute the most favorable rate for its customer.” See, e.g., Springfield Twp., 676 A.2d at 308 (emphasis added); Victory Condominium Assoc. v. PECO Energy Co., Docket No. C-2011-2268126, 2012 WL 6087518 (Pa. P.U.C. Sept. 27, 2012) (holding that actual knowledge, not merely constructive notice, is required). The Initial Decision acknowledged this binding precedent by noting that “Mr. Kramer must establish that Duquesne Light had actual notice the service condition included a heat pump”¹⁰ to prevail, but then disregarded that concept in ruling in Mr. Kramer’s favor despite the fact that ALJ Dunderdale explicitly conceded that Duquesne Light was “never provided notice.” Initial Decision, p. 14. See Golf Resort, Inc. v. Duquesne Light Co., Docket No. C-00968158, 1998 WL 34068181 (Pa. P.U.C. April 23, 1998) (“In order to prevail on a Complaint alleging that a jurisdictional public utility (a) has more than one rate applicable to the service provided to the Complainant, (b) has notice of the Complainant’s service conditions, and (c) failed to compute the Complainant’s bills under the rate most advantageous to the Complainant, the Complainant

¹⁰ Initial Decision, p. 9.

must demonstrate by a preponderance of substantial evidence those facts necessary to support an inference or conclusion regarding each of the listed three elements.”)

There is a wealth of precedent demonstrating the error of the Initial Decision. The seminal case comes from the Commonwealth Court in Springfield Twp. In that case, much like this one, the customer filed a formal complaint against its electric utility company requesting a refund due to its eligibility for a lower rate than the one it had been charged. 676 A.2d at 307. The utility, much like Duquesne Light, agreed to prospectively switch the customer to the discounted rate, and did change the rate within a reasonable time following the customer’s request, but denied that it had a duty to retroactively change the rate. Id. The Commonwealth Court affirmed the Commission’s decision in favor of the utility given the customer’s failure to establish the utility’s actual knowledge of the service conditions rendering the customer eligible for a different rate until the customer orally requested a rate change. Id. at 308.

Citing the Commission’s statement in City of Pittsburgh v. Duquesne Light Co., 54 Pa. P.U.C. 460 (1980), the Commonwealth Court noted that “[u]tilities cannot be expected to know more about their customers’ businesses than the customers themselves and cannot be expected to make their decisions for them. A utility is not the co-manager of its customers’ operations.” Id. at 308. The court continued:

In this matter, we agree with the PUC that the imposition of an affirmative duty upon the public utility to continually monitor its customers’ accounts for the purpose of computing the most advantageous rate would be unreasonable . . . We hold, therefore, that under Section 1303 of the Code, ***the public utility must have actual knowledge of service conditions*** before it is required to compute the most favorable rate for its customers.

Id. (emphasis added). Since the customer in Springfield Twp. admitted it had not discussed the pertinent service conditions with the utility prior to requesting a rate change, the customer was unable to establish that the utility was obligated to compute the bills under the lower rate prior to the date of the request. Id. at 309.

This Initial Decision's attempt to distinguish Springfield Twp. is not valid. Initial Decision, p. 10. ALJ Dunderdale focused the purported distinction on the difference in knowledge held by Mr. Kramer and the customer in Springfield Twp. But the Commonwealth Court's ruling makes clear that it is *the utility's* knowledge, and not its customer's, that is dispositive. Since Duquesne Light lacked actual knowledge of its customer's service conditions, just like the electric utility in Springfield Twp., the Initial Decision's attempt to sidestep the Commonwealth Court's ruling is unconvincing. Furthermore, the Initial Decision's attempt to sidestep this precedent by stating that Mr. Kramer did not *change* the conditions of use because he was not the first one to install the heat pump ignores the dispositive legal inquiry -- which is whether Duquesne Light had notice that a heat pump was installed. See Initial Decision, p. 5, FoF 15. It is undisputed it did not.¹¹

The Commission recently reiterated the importance of actual knowledge in Victory Condominium Assoc. v. PECO Energy Co., Docket No. C-2011-2268126, 2012 WL 6087518 (Pa. P.U.C. Sept. 27, 2012). There, the Commission confirmed that utilities "do not have an affirmative obligation to monitor the usage characteristics of their ratepayers and determine therefrom the proper rate to be charged." *Id.* at *5. "Instead, ***the responsibility is upon the ratepayer*** to provide the utility company with ***actual notice*** of a change in service conditions before the utility must determine and supply service at the most advantageous rate." *Id.* (emphasis added). The Commission affirmed the ruling in PECO's favor because, like here, "[t]he record does not demonstrate that PECO knew any facts that would have imposed on it a duty to inquire about the most advantageous rate that applied to the Complainant." *Id.* at *7. See also, Golf Resort, Inc., *supra* (affirming decision in utility's favor where the customer failed

¹¹ The Initial Decision's implication that Springfield Twp. is not binding because Duquesne Light's tariff does not have an explicit provision stating that it would "upon request ... to a reasonable extent, assist an applicant in selecting the most advantageous rate or rate application" is similarly flawed. Initial Decision, p. 9 n. 12. As the facts of the instant case demonstrate, Duquesne Light does assist its customers in selecting and switching to more favorable rates once a customer provides information indicating that such a change may be appropriate.

to notify the utility about a change in its hours of operation that it claimed rendered it eligible for a lower rate).

In another recent decision involving similar facts, Ferguson v. PECO Energy Co, Docket No. C-2013-2360708, 2014 WL 606354 (Pa. P.U.C. Jan. 8, 2014) (Jones, ALJ), an ALJ ruled that an electric utility had no duty to change the rate of a customer before receiving notice that the customer was eligible for a discounted residential heating rate. Id. at *1. Notably, PECO had the same rate change policy in Ferguson as Duquesne Light. Specifically, ALJ Jones noted: "It is PECO's position that it is the responsibility of the customer to contact PECO if the customer qualifies for a different discounted rate than the rate at which the customer is billed. Once the customer contacts PECO, PECO would investigate to see if any type of rate change is appropriate." Id. at *6.

Prior to a field investigation it completed at the customer's home, PECO did not know that the customer had baseboard electric heat and, as a result, was unaware that he should have been billed at the discounted residential heating rate. Id. at *5. Relying on Springfield Twp. and Victory Condominiums, ALJ Jones concluded:

Furthermore, there is nothing in the record that shows PECO had actual notice of a more advantageous rate that could be used by the Complainant. The record does not contain any instance where the Company had reason to look at the usage pattern of the Complainant or the appliances at the service address prior to this instant Complaint. While there is a case that PECO had constructive notice, there is nothing in the record to support a finding that PECO had actual notice. Constructive notice is not actual notice. The Commission precedent requires the public utility to have actual notice that a more advantageous rate is applicable for the Complainant's electric service.

Although the Complainant was correct, that his bills were high, the Complainant failed to provide PECO with actual notice that he was using electric heat and thus, should have been billed at a more advantageous rate. The Complainant is not due any further credit than that which PECO gave out of its own discretion in the amount of \$196.76.

Id. at *11. The case in favor of Duquesne Light is even stronger where there is no record evidence that the Company had even constructive notice of Complainant's heat pump.

In light of the foregoing precedent, it is clear the ALJ Dunderdale's conclusion that Duquesne Light provided unreasonable service by failing to ask Mr. Kramer certain questions when he applied for service in 2000 is inherently flawed. The Initial Decision cites not a single case suggesting that the Company had any duty under either Section 1303 or 1501 to ask those questions. In fact, no decision by the Commission or the Commonwealth Court has suggested that a utility has such an obligation.¹² Ferguson's ruling in favor of the utility is particularly instructive since PECO had the same policy as Duquesne Light. Yet there was no suggestion in Ferguson that electrical utilities have the duty that Initial Decision seeks to impose.

It is undisputed that Duquesne Light received no notice that the Property had a heat pump until December 2, 2014. Duquesne Light had no duty to charge Mr. Kramer at the RA rate before then because the Company had no way to know that Mr. Kramer qualified for that rate. The Initial Decision thus improperly places the responsibility upon the utility to proactively seek actual knowledge of the customer's conditions of use when the Commonwealth Court and the Commission have already held that the responsibility to provide notice belongs to the customer.¹³ Therefore, Duquesne Light respectfully requests that the Initial Decision's findings and conclusions that Duquesne Light provided unreasonable service and failed to charge Mr. Kramer under the most advantageous rate be reversed to correspond to the evidence of record and established Commission precedent.

¹² To the extent that the Commission seeks to establish such a duty, it must be prospective and cannot be retroactively applied. Retroactive application of a new rule would effectively and improperly deprive Duquesne Light of its due process rights.

¹³ The Initial Decision would have the dramatic effect of imposing on all utilities an immediate and affirmative obligation to undertake an investigation into the nature of the service of each of its existing customers and to make retroactive adjustments based upon the applicable rates, or face the risk of the same draconian results imposed by the Initial Decision.

C. The Initial Decision erroneously imposed liability on Duquesne Light based on actions that took place when Complainant initiated service in 2000, which is more than a decade outside the statute of limitations. (Initial Decision, pp. 10-11, 20-21; Conclusion of Law Nos. 3, 4, and 5.)

ALJ Dunderdale also erred by imposing liability on Duquesne Light based on acts or omissions that took place more than a decade before the statute of limitations expired. Specifically, the Initial Decision states that Duquesne Light “failed to provide reasonable and adequate customer service to Complainant when Complainant initiated service in his name in 2000.” Initial Decision, pp. 10-11.¹⁴ Mr. Kramer, however, did not bring this Complaint until August 2015 -- *15 years after the conversation upon which the Initial Decision is based.* Initial Decision, p. 1, 10-11. Acts or omissions that took place 15 years before a complaint was filed cannot form the basis for liability under the Code; to hold otherwise would be to eviscerate the purpose of the Code’s statute of limitations.

The Public Utility Code contains a three year statute of limitations set forth at 66 Pa. C.S. § 3314(a), which states: “No action for the recovery of any penalties under the provisions of this part, and no prosecutions on account of any matter or thing mentioned in this part, shall be maintained unless brought within three years from the date at which the liability therefore arose, except as otherwise provided in this part.” As has been previously explained, this statute of limitations is non-waivable:

The statute of limitations at 66 Pa. C.S. §3314 is non-waivable . . . This is a non-waivable statute of limitations since it terminates the right to bring an action as well as any remedy. The statute of limitations at 66 Pa. C.S. § 3314 *divests the Commission of jurisdiction to hear an action brought more than three years from the date liability arose. . . .*

¹⁴ Moreover, Mr. Kramer did not offer any testimony or evidence about the conversation he had with Duquesne Light when he applied for service in 2000. Duquesne Light witnesses were not specifically questioned about the substance of the conversation with Mr. Kramer when he called to requested service and there was no record of any notification to Duquesne Light regarding the use of a heat pump.

Pearson v. Duquesne Light Co., Docket No. C-2015-2465168, 2015 WL 3763781 (Pa. P.U.C. May 8, 2015) (Salapa, ALJ) (barring any claims for events that occurred more than three years before the complaint was filed) (emphasis added).¹⁵

The Initial Decision cites no contrary authority suggesting it can provide relief and impose liability based on acts that took place more than a decade before the statute of limitations expired.¹⁶ Indeed, there is no legal basis for such relief, because the application of Section 3314(a) deprives the Commission of jurisdiction. Therefore, ALJ Dunderdale erred as a matter of law by providing relief and imposing liability based on acts or omissions that occurred well outside the Code's statute of limitations. Accordingly, Duquesne Light respectfully requests that the Initial Decision's conclusions be reversed.

D. The ALJ erred in determining that Duquesne Light provided unreasonable service where Duquesne Light verified and approved Complainant's rate change the day after Duquesne Light first learned that Complainant was eligible for the RA rate. (Initial Decision, p. 20-21; Conclusion of Law Nos. 3, 4, and 5.)

Separate and apart from the fact that Duquesne Light had no duty to place Mr. Kramer on the RA rate until it had notice of the conditions rendering him eligible for that rate, the record demonstrates that after Mr. Kramer did notify Duquesne Light of the use of a heat pump, Duquesne Light acted promptly to verify Mr. Kramer's statements and change his rate. Specifically, Duquesne Light entered a work order for a field investigation on the same day that Mr. Kramer first notified Duquesne Light about his heat pump. Tr., p. 32; Exhibits 1, 2. Duquesne Light's field investigation was completed the next day, and Complainant's rate

¹⁵ "Since the statute of limitations at 66 Pa. C.S. § 3314 is non-waivable and divests the Commission of jurisdiction, it may be raised at any time." *Id.*

¹⁶ Nor is the Initial Decision's result supported by Act 129 of 2008, which not only lacks any provision relating to the facts of this case, but was not enacted until *years after* the acts upon which the Initial Decision imposes liability. Moreover, the Initial Decision assumes without citing any evidence that customers with heat pumps consume less electricity. Initial Decision, p. 13.

change request approved immediately. Tr., p. 34-35, 55-56; Exhibits 1, 2. Duquesne Light's service was responsive, prompt and certainly reasonable. 66 Pa. C.S. § 1501.

Like Duquesne Light in the instant action, ALJ Jones noted in Ferguson that “[w]hen PECO obtained actual notice of the need for a rate change, PECO changed the rate.” Id. at *11. Under those facts, ALJ Jones found that “PECO acted in compliance with applicable Commission statutes, precedent and Commission-approved tariff.” Id. See also, Victory Condominiums, Inc., supra at *6 (noting that “once the Complainant actually notified PECO for the need for a rate change, PECO changed the rate effective the next billing period.”).¹⁷ In short, Duquesne Light provided reasonable service by promptly investigating and approving Complainant's rate change request once Duquesne Light received notice of the operative facts. Accordingly, Duquesne Light respectfully requests that the Initial Decision's be appropriately modified.

- E. Since Duquesne Light lacked actual notice that Complainant was eligible for the RA rate until December 2014, the ALJ erred in ordering Duquesne Light to credit Complainant's account the difference between the RH and RA rates from December 2010 through November 2014. (Initial Decision, p. 1, 21-22.)**

Section 1312 of the Public Utility Code only allows the Commission to order a public utility to refund rates that were: (1) unlawful; (2) unjust or unreasonable; or (3) in excess of the rates contained in the public utility's tariff. 66 Pa. C.S. § 1312. See also, Springfield Twp., 676 A.2d at 307. Here, none of those alternatives have been established. As set forth above, Complainant was eligible for the RH rate before he contacted Duquesne Light in December 2014. Therefore, the rate the Company charged him during that time was lawful, reasonable, and in accordance with the Company's tariff. Exhibit 7. Since none of the preconditions to Section 1312 have been met, ALJ Dunderdale erred as a matter of law by awarding a refund to

¹⁷ Duquesne Light switched Complainant's rate effective December 1, 2014. Initial Decision, p. 10 n. 13.

Mr. Kramer. Duquesne Light respectfully requests that the Commission strike and reverse this improper holding.

- F. The record lacks evidence that Duquesne Light violated the Public Utility Code or any associated regulations; therefore, ALJ Dunderdale erred by assessing civil penalties against Duquesne Light and referring this matter to the Commission's Bureau of Investigation and Enforcement. (Initial Decision, p. 1, 15-20, 21.)**

As noted in Duquesne Light's preceding Exceptions, which are incorporated by reference, ALJ Dunderdale erred in determining that Duquesne Light violated the Public Utility Code. Specifically, there is no evidence in the record that Duquesne Light had actual notice that Complainant utilized an add-on heat pump. Furthermore, Duquesne Light changed Mr. Kramer's rate promptly upon learning such information. Accordingly, ALJ Dunderdale erred in assessing a civil penalty against Duquesne Light and referring this matter to the Commission's Bureau of Investigation and Enforcement. See 66 Pa. C.S. § 3301(a). Duquesne Light thus respectfully requests that the Commission overturn these unsupported conclusions of law.

- G. The ALJ erred in applying the facts of record to 52 Pa. Code § 69.1201 and imposing a \$10,000 penalty against Duquesne Light and referring this matter to the Commission's Bureau of Investigation and Enforcement. (Initial Decision, p. 1, 15-20, 21.)**

The facts of this action simply do not warrant the severity of the penalties imposed by the Initial Decision. Again, it is undisputed that before December 2014, Duquesne Light had no knowledge and was not informed about the service condition that rendered Mr. Kramer eligible for a lower rate. Tr., p. 32. As soon as Mr. Kramer told the Company that he utilized a heat pump, Duquesne Light investigated and approved a rate change. Exhibits 1-2. In light of these facts, Duquesne Light respectfully submits that ALJ Dunderdale erred in construing the factors of 52 Pa Code. § 69.1201 to warrant a \$10,000 penalty and referral to the Bureau of Investigation and Enforcement. A review of the applicable factors leads inevitably to that conclusion.

The first factor is whether the conduct at issue was of a serious nature, such as “willful fraud or misrepresentation.” 52 Pa Code. § 69.1201(c)(1). Duquesne Light respectfully submits that the Initial Decision misconstrued this factor by concluding that the Company’s failure to ask applicants questions about its heating source was serious misconduct without citing any authority or Commission precedent imposing such an obligation on utilities. Initial Decision, pp. 16-17. Indeed, the imposition of this requirement is contrary to the Commission and Commonwealth Court decisions that have held that “actual notice” is the standard. Significantly, ALJ Jones pointed out in Ferguson, supra, that PECO had the same policy as Duquesne Light, yet there was no suggestion in that case that the electrical utilities had the legal duty to ask the sorts of questions sought to be imposed by the Initial Decision. Moreover, Duquesne Light advises customers of the rate they are being charged in three different places on each monthly service bill and the Company’s rate change policy complies with both its tariff and Commission precedent. Exhibits 4-6. It is simply incorrect to equate Duquesne Light’s actions as being on the same level as willful fraud or misrepresentation. That is particularly evident given ALJ Dunderdale’s apparent concession that Mr. Kramer’s predecessor in title was the individual most at fault for not providing Duquesne Light with notice of the heat pump. Initial Decision, p. 14 (“Unfortunately, a third party who is not connected to this proceeding failed to notify Duquesne Light when a heat pump was installed.”).

The second factor is whether the consequences of the conduct at issue “were of a serious nature . . . such as personal injury or property damage.” 52 Pa Code. § 69.1201(c)(2). Even though Mr. Kramer suffered no personal injury or property damage, ALJ Dunderdale concluded he suffered serious harm because he had been charged the RH rate for most of the time he was a customer with Duquesne Light. Initial Decision, p. 17. While Duquesne Light strives to provide its customers with the lowest applicable rate based upon information it actually possesses (as evidenced by how fast it switched Mr. Kramer’s rate after being notified of his heat pump), the Initial Decision failed to account for the fact that -- at all times -- Mr. Kramer was

charged a rate for which he was eligible and that was set forth in the Company's tariff and approved by the Commission. Exhibits 7-8. Mr. Kramer knew that a heat pump was being used at the Property. Both the Public Utility Code and Commission precedent place the obligation on him to give actual notice to the Company of the applicable service conditions. 66 Pa. C.S. § 1303; Springfield Twp.; Victory Condominiums, Inc., *supra*; Ferguson, *supra*. Mr. Kramer did not do so until December 2014.

The third factor is whether Duquesne Light's conduct was intentional or negligent. 52 Pa Code. § 69.1201(c)(3). The Initial Decision erroneously characterized the Company's conduct as intentional, apparently based upon the retroactive imposition of a duty that Duquesne Light did not have and does not have. It is undisputed that Duquesne Light had no notice that the Property was eligible for a rate change until December 2014. The Initial Decision cited no precedent indicating the Company had the duty imposed therein. Exhibits 1, 2. As noted above, Duquesne Light's policies correspond with Commission precedent. Adherence to well-established precedent cannot be considered to be intentional misconduct.

The Initial Decision's analysis of the fourth factor -- whether the utility made efforts to modify its internal practices -- is flawed for two reasons. First, because the ALJ incorrectly determined that Duquesne Light's policies had to be modified. Duquesne Light's policy that customers must notify the Company of changes in service conditions has not only been approved by the Commission but also follows the letter and spirit of prior Commonwealth Court, Commission, and ALJ rulings. *See, e.g., Springfield Twp.*, *supra*; Victory Condominiums, Inc., *supra*; Ferguson, *supra*. A similar rate change policy was not even questioned in Ferguson. And, as the facts surrounding this case readily demonstrate, those policies work well when the customers comply with their obligations to notify their utilities of the relevant service conditions. Mr. Kramer's rate change was approved the day after he requested it.

The second reason the analysis of the Initial Decision was flawed is that Initial Decision ***retroactively*** imposed a duty that did not previously exist, and then found that the failure to

change policies to conform to the non-existent duty was grounds for the imposition of a sanction.

For those same reasons, the Initial Decision's determination that the fifth (number of customers affected) and sixth (the Company's compliance history) factors should aggravate the fine is flawed.¹⁸ Duquesne Light's policy has been approved by the Commission with respect to its own tariff and has been reinforced by the precedent cited above. These factors do not warrant aggravating the penalties imposed against Duquesne Light.

The eighth factor is the amount of the fine necessary to deter future violations and the ninth is prior Commission decisions in similar situations. 52 Pa. Code § 69.1201(c)(8)-(9). As the decisions cited in Section II(B) make plain, Duquesne Light's actions provided reasonable service. The Initial Decision cited no precedent that Duquesne Light was under a duty to ask the questions posed therein, with the exception of Act 129 which does not speak to the issue at hand and would not become law for years after Mr. Kramer applied for service in 2000. Duquesne Light was under no obligation to change Mr. Kramer's rate until Mr. Kramer notified the Company about his heat pump. Once he did, his rate change request was promptly approved. Since prior Commission decisions on this issue reveal that Duquesne Light committed no statutory or regulatory violations, a fine -- and certainly one for \$10,000 -- is unnecessary to deter any future violations, as is referral to the Bureau of Investigation and Enforcement.

Accordingly, it is respectfully submitted that ALJ Dunderdale's conclusions set forth above, and her consideration of those conclusions in the analysis of an appropriate penalty, should be stricken and/or accordingly modified.

¹⁸ In fact, this analysis only makes the Initial Decision more draconian, as it clearly would immediately impose on all utilities the obligation to conduct investigations into the service conditions of every existing customer in order to determine if a lower rate might be applicable.

III. **CONCLUSION**

For the reasons set forth above, Duquesne Light respectfully requests that the Initial Decision be reversed, that the order referring this matter to the Commission's Bureau of Investigation and Enforcement be stricken, that the penalties assessed against Duquesne Light be appropriately withdrawn or reduced, and that the order requiring Duquesne Light to refund Complainant's account be overturned.

Respectfully submitted,



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CERTIFICATE OF SERVICE

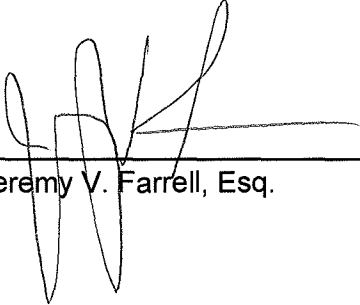
I hereby certify that I have this day served a true copy of the foregoing document upon the participants listed below in accordance with the requirements of 52 PA. Code § 1.54 (relating to service by a participant):

Robert J. Kramer
111 Green Forest Drive
Baden, PA 15005

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

Date: April 5, 2016



Jeremy V. Farrell, Esq.

**MARCH 17, 2016
SECRETARIAL LETTER AND
INITIAL DECISION**



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

IN REPLY PLEASE
REFER TO OUR FILE

March 17, 2016
Corrected Letter (date)

F-2015-2499181

Robert J. Kramer
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, 2nd 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/cfiling/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. 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.

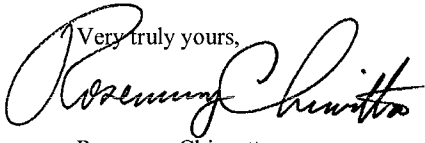
Replies to Exceptions, if any, must be **filed** with the Secretary of the Commission and **served** on each party of record and the Commission's OSA, in the manner described above. **They are due within ten (10) days of the date when Exceptions are due.**

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).

JF
Enclosures
Certified Mail
Receipt Requested

Very truly yours,

Rosemary Chiavetta
Secretary

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Robert J. Kramer	:	
	:	
v.	:	F-2015-2499181
	:	
Duquesne Light Company	:	

INITIAL DECISION

Before
Katrina L. Dunderdale
Administrative Law Judge

INTRODUCTION

This decision sustains the complaint and grants Complainant's request to be reimbursed because Respondent overcharged for electric service over four years. This decision also assesses a \$10,000.00 civil penalty against Respondent for failing to provide reasonable and adequate customer service, pursuant to 66 Pa.C.S.A. § 1501, and failing to compute billing statements under the rate most advantageous to Complainant, pursuant to 66 Pa.C.S.A. § 1303.

HISTORY OF THE PROCEEDING

On August 10, 2015, Robert J. Kramer (Complainant or Mr. Kramer) filed a timely appeal with the Pennsylvania Public Utility Commission (Commission) from a decision made by the Bureau of Consumer Services (BCS) at BCS Case No. 4048350000. Complainant alleged Duquesne Light Company (Duquesne Light or Respondent) failed to provide reasonable and adequate customer service when Duquesne Light charged Mr. Kramer based on the higher residential heating (RH) rate instead of the lower residential add-on heat pump (RA) rate, resulting in Respondent issuing billing statements with incorrect charges. Complainant

requested the Commission order Duquesne Light to reimburse him by paying the difference between the lower RA rate that should have been used versus the higher RH rate which was used, from December 2010 to November 2014.

On October 8, 2015, Respondent filed its Answer and New Matter in which Duquesne Light denied all material allegations. In New Matter, Duquesne Light requested the Commission categorically deny Complainant any refund which extends more than four years before Mr. Kramer filed the formal complaint.

On the same date, Respondent also filed a Motion to Strike. Respondent requested the Commission strike allegations from the formal complaint which allegedly set forth confidential information about former customers who are not parties in the instant proceeding. Respondent included a Notice to Plead. Complainant did not respond to the Motion to Strike.

On October 19, 2015, the Office of Administrative Law Judge issued a Call-In Telephonic Hearing Notice scheduling the initial hearing to be conducted on Tuesday, November 24, 2015 at 10:00 a.m. from the Commission's hearing room in Pittsburgh, Pennsylvania. On October 20, 2015, the presiding officer issued the Prehearing Order in which the parties were advised about procedural matters.

On November 17, 2015, the presiding officer issued the First Interim Order which denied Respondent's Motion to Strike filed on October 8, 2015. The First Interim Order specified the only issue at the upcoming telephonic initial hearing would be whether Duquesne Light correctly applied the RH rate to Complainant's service account.

The presiding officer convened the initial hearing as scheduled on November 24, 2015. Complainant appeared *pro se* and testified on his own behalf. Complainant offered no exhibits. Respondent was represented by Jeremy V. Farrell, Esquire. Attorney Farrell presented the testimony of two witnesses and offered nine (9) exhibits, which were marked Duquesne Light Exhibits 1 through 9 and were admitted into evidence. The transcript of the hearing, containing 63 pages, was received in the Commission's offices on December 1, 2015 and was

received in the presiding officer's office on December 14, 2015. Complainant and Respondent issued final statements on the hearing record in lieu of filing briefs.

On December 18, 2015, the presiding officer closed the hearing with the issuance of the Interim Order Closing the Hearing Record.

FINDINGS OF FACT

1. Complainant resides at 111 Green Forest Drive, Baden, Pennsylvania (service address), where he has resided for fifteen (15) years. (Tr. 9, 10, 22).
2. Respondent has provided electric distribution service to Complainant at the service address since December 19, 2000. (Tr. 9, 22).
3. When Complainant bought his single-family residence and established electric service in his name at the service address in 2000, the service address used an add-on heat pump installed by a prior owner. (Tr. 10-17).
4. On October 15, 2014, Complainant's electric supplier, FirstEnergy Solutions, informed Complainant it would no longer be his supplier of electricity. (Tr. 10, 12).
5. In December 2014, Complainant reviewed Respondent's available price-to-compare rates, when he began shopping for a new electric supplier to replace FirstEnergy Solutions. (Tr. 10, 11).
6. When reviewing Respondent's available price-to-compare rates, Complainant learned Duquesne Light had separate electric supply rates dependent upon whether a residential service address heats with electricity or without electricity and/or a heat pump. (Tr. 10).

7. On December 2, 2014, Complainant called Duquesne Light and requested Duquesne Light reimburse him for fourteen (14) years' worth of overpayments because Respondent charged him the higher Residential Heating (RH) rate instead of the lower Residential Add-On heat pump (RA) rate for customers with heat pumps. (Tr. 11-13, 22, 29).

8. On December 2, 2014, Duquesne Light indicated it would switch from charging Complainant the RH rate and would charge him the RA rate effective that date, but Respondent refused to reimburse Mr. Kramer for past overcharges prior to December 1, 2014. (Tr. 14-17, 30; Duquesne Light Exhibit 1).

9. On December 3, 2014, Duquesne Light verified a heat pump was in use at the service address. (Tr. 32-35, 55; Duquesne Light Exhibit 2).

10. On December 9, 2014, Complainant filed an informal complaint against Respondent with the BCS at BCS No. 3312169, which informal complaint was denied on July 11, 2015. (Tr. 18).

11. Duquesne Light does not change the rate applied to a customer's account until the customer calls and asks for a rate change. (Tr. 23).

12. When opening a new account for a new customer, Duquesne Light does not inquire if (1) electricity is the primary heating source, (2) a heat pump is currently in use at the service address, or (3) another rate schedule is the most appropriate schedule to use. (Tr. 22-24).

13. Respondent's tariff indicates customers shall notify Duquesne Light if changes are "made to the connected load, demand or other conditions of use." (Tr. 28, 29; Duquesne Light Exhibit 6).

14. On February 13, 2008, Complainant replaced the heat pump, which was installed by a previous owner, with another similar heat pump. (Tr. 10, 11).

15. Complainant did not make any changes to the connected load, demand or other conditions of use from what connected load, demand or other conditions of use existed at the time he bought the service address in 2000. (Tr. 10-17, 28, 29).

16. Duquesne Light has three different residential distribution rates currently: residential heat (RH); residential add-on heat pump (RA); and regular residential service (RS). (Tr. 44).

17. When Complainant, as an applicant, contacted Duquesne Light in 2000 to initiate service, Duquesne Light did not ask whether Mr. Kramer would use electricity as the primary heating source. (Tr. 44).

18. When Complainant, as an applicant, contacted Duquesne Light to initiate service, Duquesne Light reviewed its records concerning the most immediate prior account for the service address, and assumed the rate charged to the previous account holder (i.e., prior owner) was applicable to Complainant. (Tr. 45-47).

19. When Complainant, as an applicant, contacted Duquesne Light to initiate service, Duquesne Light did not ask whether an add-on heat pump was present and operational at the service address. (Tr. 10-17).

20. When Complainant, as an applicant, contacted Duquesne Light to initiate service, Duquesne Light assumed the rate applied prior to 2000 should be charged to Complainant as the applicant. (Tr. 45-47).

21. When Complainant, as an applicant, contacted Duquesne Light to initiate service, Duquesne Light did not advise Mr. Kramer other residential distribution rates were available. (Tr. 45-47).

DISCUSSION

Complainant alleged Duquesne Light applied the wrong rate to the billing statements it issued to him from December 2000 to December 2014, which resulted in him being overcharged for electric service. In the formal complaint, Mr. Kramer specified the four previous title owners of the service address (which is a single-family home). Complainant listed the owners' names, dates of occupancy, and the electric rates charged by Respondent. In the case of one previous owner, Complainant specified in his formal complaint the date when an add-on heat pump was installed, the cost of the new pump and includes a copy of the original receipt. Complainant attached a copy of a computer printout with a list of all property owners, including purchase prices. Complainant requested the Commission require Duquesne Light to reimburse him for the amounts he was overcharged by Duquesne Light since December 2010.¹

Respondent contends it provided reasonable and adequate service in how it billed Complainant. Respondent argues Complainant is required under Respondent's tariff to notify Respondent if any changes are made to the connected load, demand or other conditions of use. Respondent avers the presence of a heat pump qualifies as a change to the connected load, demand or other condition of use. Respondent insists Complainant should have told Duquesne Light when he applied for service in 2000 that the prior owner installed a heat pump. Respondent avers that because Complainant did not contact Duquesne Light until December 2014 to notify Respondent that an operational heat pump was in use at the service address, Respondent cannot be held responsible for overcharges incurred prior to December 2014.

Burden of Proof

As the party seeking affirmative relief from the Commission, Complainant bears the burden of proving by substantial evidence he is entitled to the requested relief. 66 Pa.C.S.A. § 332(a). To satisfy this burden, Complainant must show Respondent utility is responsible or

¹ Originally, Complainant requested reimbursement back to the date he bought the service address. Pursuant to 66 Pa.C.S.A. § 1312(a), Complainant altered his request to reflect he wanted reimbursement back four years from when he first contacted Respondent to request reimbursement in December 2014. Tr. 19.

accountable for the problem described.² Complainant must show this fact to be true by a preponderance of the evidence, that is, by presenting evidence more convincing, by even the smallest amount, than that evidence presented by the other party.³ Additionally, any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence.⁴ Furthermore, more evidence is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established.⁵ As the party seeking affirmative relief from the Commission, Complainant bears the burden of proof by substantial evidence. 66 Pa.C.S.A. § 332(a).

Specifically to the facts and issue pertaining to this proceeding, Complainant must show Duquesne Light failed to compute his billing statements consistent with the tariff and the Commission's statutes. The burden of proof is on Mr. Kramer to establish all elements of the statutory provisions at 66 Pa.C.S.A. § 1303 and at 66 Pa.C.S.A. § 1501 were violated when Duquesne Light failed to compute the billing statements under the rate most advantageous to him as an applicant and customer.⁶

Responsibility of Public Utility Companies

“Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. Such service also shall be reasonably continuous and without unreasonable

² Patterson v. Bell Telephone Co. of Pa., 72 Pa. PUC 196 (1990); Feinstein v. Philadelphia Suburban Water Co., 50 Pa. PUC 300 (1976).

³ Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n, 578 A.2d 600 (Pa.Cmwlth. 1990), alloc. den., 602 A.2d 863 (Pa. 1992); Se-Ling Hosiery v. Margulies, 70 A.2d 854 (Pa. 1950).

⁴ Mill v. Pa. Pub. Util. Comm'n, 447 A.2d 1100 (Pa.Cmwlth. 1982); Edan Transportation Corp. v. Pa. Pub. Util. Comm'n, 623 A.2d 6 (Pa.Cmwlth. 1993); 2 Pa.C.S.A. § 704.

⁵ Norfolk and Western Ry. v. Pa. Pub. Util. Comm'n, 413 A.2d 1037 (Pa. 1980); Erie Resistor Corp. v. Unemployment Compensation Bd. of Review, 166 A.2d 96 (Pa.Super. 1960); Murphy v. Dep't. of Public Welfare, White Haven Center, 480 A.2d 382 (Pa.Cmwlth. 1984).

⁶ Springfield Tp. v. Pa. Pub. Util. Comm'n, 676 A.2d 304 (Pa.Cmwlth 1996).

interruptions or delay. Such service and facilities shall be in conformity with the regulations and orders of the Commission. Subject to the provisions of this part and the regulations or orders of the Commission, every public utility may have reasonable rules and regulations governing the conditions under which it shall be required to render service....” 66 Pa.C.S.A. § 1501.

The Commission has the authority and responsibility to define reasonable service. 66 Pa.C.S.A. § 1501 and § 1502. The Commission approves the cost of providing a utility system that is designed to provide reasonable service at reasonable rates – not perfect service without regard to cost. Since reasonable service may result in occasional loss of service or property damage, the Commission is permitted to limit liability.⁷

Tariffs

The Legislature provides at 66 Pa.C.S.A. § 1301 that every rate charged by a public utility “shall be just and reasonable, and in conformity with regulations or orders of the commission.” Further, it “is well established that in the absence of an exception by the Commission, a public utility may not charge any rate for services other than that lawfully tariffed.”⁸ In order to avoid any discriminatory behavior for a customer’s disallowed benefit or to a customer’s disallowed detriment,⁹ the Commission requires adherence to these published tariff provisions. As specified in the statute at 66 Pa.C.S.A. § 1303:

No public utility shall, directly or indirectly, by any device whatsoever, or in anywise, demand or receive from any person, corporation, or municipal corporation a greater or less rate for any service rendered or to be rendered by such public utility than that specified in the tariffs of such public utility applicable thereto. The rates specified in such tariffs shall be the lawful rates of such public utility until changed, as provided in this part. **Any public utility, having more than one rate applicable to service rendered to a patron, shall, after notice of service conditions, compute bills under the rate most advantageous to the patron.** 66 Pa. C.S.A. § 1303. (Emphasis added).

⁷ See DeFrancesco v. West Penn Power Company, 329 Pa. Superior Ct. 508, 478 A.2d 1295 (1984).

⁸ See Brockway Glass Co. v. Pa. Pub. Util. Comm’n, 63 Pa.Cmwlth. 238, 437 A.2d 1067 (1981).

⁹ See 66 Pa.C.S.A. § 1304.

The Commission's statutory provisions include the requirement that a public utility must compute its billing statements under the applicable distribution rate that is most advantageous to the customer using only the last tariff rate published by the public utility. Where a public utility has more than one rate applicable to a customer, Section 1303 requires that the billing statements must be computed under the rate most advantageous to the customer.¹⁰

Most Advantageous Rate Obligation

In order to prove a public utility is obligated to compute the most advantageous rate, pursuant to Section 1303, Mr. Kramer must establish Duquesne Light had actual notice the service condition included a heat pump. Constructive notice is insufficient. Citing to City of Pittsburgh v. Duquesne Light Co., 54 PUC 460 (1980), the Commission has said that public utilities "cannot be expected to know more about their customers' businesses than the customers themselves and cannot be expected to make their decisions for them."¹¹ In that proceeding, the allegation from a township was that the public utility had an affirmative duty to monitor its customers' accounts and usage levels in order to compute the most advantageous rate. Commonwealth Court disagreed and held, under Section 1303, that "the public utility must have actual knowledge of service conditions before it is required to compute the most favorable rate for its customers."

In addition, the Pennsylvania Supreme Court has noted in Springfield Tp. v. Pa. Pub. Util. Comm'n, 676 A.2d 304, at 307 (1996), the utility company had specific provisions in its tariff which indicated that, if two or more rates were available to a rate class, the applicant for electric services must select the rate and the utility company would "upon request..., to a reasonable extent, assist an applicant in selecting the most advantageous rate or rate application."¹² In this appellate decision, Springfield Township wanted seven years' worth of alleged overcharges after the utility established a new rate schedule for government-owned street

¹⁰ See Pennsylvania Electric Co. v. Pa. Pub. Util. Comm'n, 663 A.2d 281 (Pa.Cmwlt. 1995).

¹¹ See Springfield Tp. v. Pa. Pub. Util. Comm'n, 676 A.2d 304, at 307 (1996).

¹² A review of Duquesne Light's publicly-available tariff in effect at the time of the hearing did not reveal any similar provisions.

light fixtures. The utility did not apply the new lower rate to street lights which were installed by the Department of Transportation but, unbeknownst to the utility, the township owned and operated the street lights with the Department of Transportation. The township pointed to Section 1303 of the Code as authority for its contention the utility was under an obligation to provide the most advantageous rate. The utility argued it did not have a responsibility to change the rate until the township requested the rate change, and the appellate court agreed the new lower rate should be charged when the township notified the utility about the township's ownership and maintenance of the street lights.

The appellate decision in Springfield Tp. v. Pa. Pub. Util. Comm'n, supra, is illustrative to the need for notification but is not determinative to this proceeding because of the differing facts. In Springfield Tp., the township already knew its street lights met a precondition for the new rate when the lower rate was implemented. The township was in possession of the knowledge it met the requirements when the new rate was implemented. In this proceeding, Mr. Kramer did not own the service address when the heat pump was installed prior to 2000. He also did not own the service address when the RH and RA rates were implemented. Therefore, the holding in Springfield Tp., supra, does not control the outcome here.

Discussion

Complainant sustained the burden of proof in this proceeding, as explained below. In the Ordering Paragraphs below, Duquesne Light will be ordered to recalculate Complainant's billing statements from December 2010 through November 2014, using the lower RA distribution rates in effect during that time frame. The recalculation period (December 2010 through November 2014) is four years from when Mr. Kramer first inquired with Duquesne Light specifically about the RA rate.¹³

Complainant proved through his credible testimony and through the credible testimonies of Respondent's witnesses that Duquesne Light failed to provide reasonable and

¹³ The parties agreed Duquesne Light changed the distribution rate from RH to RA, effective December 1, 2014. Mr. Kramer requested reimbursement for four years starting from December 1, 2014 back through November 30, 2010. Also see 66 Pa.C.S.A. § 1312(a).

adequate customer service to Complainant when Complainant initiated electric service in his name in 2000. As Duquesne Light correctly pointed out in its Motion to Strike (filed October 8, 2015), Duquesne Light may not reveal confidential information about a prior account holder at the service address to an applicant. To restate that averment more clearly, Duquesne Light contends it was not allowed to tell Complainant, as an applicant, what rate was paid by the prior owner. Duquesne Light's policy and practice is to not inform applicants what rate will be charged to the account, or that the rate charged is based on historical data exclusively in Duquesne Light's possession.

During direct questioning from the presiding officer, Duquesne Light's regulatory consumer relations specialist, Ms. Mueller, testified credibly about the questions asked by Duquesne Light when an individual calls to apply for electric service.¹⁴ Duquesne Light currently has three residential distribution rates available to applicants. One rate (RS) is available if the residence is heating using any source other than electricity, while two rates (RH and RA) are available if electricity is used as the primary heating source.¹⁵ To differentiate between the two rates (RH and RA), applicants may take advantage of the cheaper rate (RA) but **only if** a heat pump is currently in use.

However, when an individual calls to apply for electric service, Duquesne Light **does not ask** if electricity is used as a primary heating source in the home. Duquesne Light **does not ask** what type of heat source is used (i.e., with or without a heat pump). Duquesne Light determines which rate is most applicable for applicant's new electric service. Duquesne Light's policy is to "review the account, and the rate that is on the account at that time is the rate that is assigned to the new customer," using historical data provided by the previous owner or tenant at the service address.¹⁶ Duquesne Light "verifies" the accuracy of the historical data by relying on its own records and does not change the rate class applied to an account unless a customer advises Duquesne Light of a change. Duquesne Light assumes an applicant should know the rate

¹⁴ See Tr. 43-51.

¹⁵ See Tr. 44.

¹⁶ See Tr. 45.

the public utility provided to the previous tenant.¹⁷ Duquesne Light **does not inform** an applicant that the utility is making all of these assumptions even when applying a higher rate which is the least advantageous.

Therefore, when Complainant initiated service in 2000, Duquesne Light expected Complainant to know what residential distribution rate was used by the previous account holder. Respondent expected Mr. Kramer to know facts about the electric service enjoyed by an unrelated third party in an arms-length transaction. Being unable to tell Mr. Kramer about the previous rate applied to the service address, Duquesne Light made no attempt to ascertain what should have been the most applicable residential distribution rate when Mr. Kramer initiated service. Duquesne Light assumed the rate applicable to the previous owner would remain the applicable rate for Mr. Kramer **but** Duquesne Light made that assumption without advising Mr. Kramer of its assumption.

Duquesne Light also made the assumption – that the rate applicable to the previous owner would remain the applicable rate for Mr. Kramer – without advising Mr. Kramer there might be options as to which distribution rate was most applicable to the service address. At the very least, knowing it had at least three applicable residential distribution rates available, Duquesne Light should have asked Mr. Kramer two simple questions: (1) will electricity be required to heat the premises; and (2) if the answer is “yes,” is there an add-on heat pump? If Duquesne Light had asked those two simple questions, Mr. Kramer would have been billed correctly. By asking the questions, Duquesne Light would have received the notice which a previous owner failed to provide when a heat pump was installed. Respondent would have learned a heat pump was in use and, by comparing that information to its historical data, Duquesne Light would know it needed to schedule a service call to verify the existence and use of the heat pump.

¹⁷ It should be noted Duquesne Light objected strenuously at the time it filed its Answer because Complainant provided the rate information for previous owners in his formal complaint. Duquesne Light averred that it was not permitted by the Commission to provide any information or make public the rate charged to previous owners at the service address, and sought to strike the information out of the formal complaint. It is not clear how Mr. Kramer learned this personal information or when he came into possession of the information after purchasing the service address in 2000.

Lastly, if no heat pump was in operation at the time of application, Duquesne Light could have informed and educated Mr. Kramer that installing one would allow him to consume less electricity and would give him access to a lower cost rate – **if** Duquesne Light had asked those two simple questions. This information, with the encouragement to save money, would also mean less energy would be consumed by the residential class in Respondent’s territory. With the implementation of Act 129 of 2008¹⁸ and its codification at 66 Pa.C.S.A. § 2806.1 and § 2806.2, the Pennsylvania Legislature and the Commission have asked electric distribution companies such as Duquesne Light to implement programs and consumer education efforts as means to reduce the overall electric usage in its territory. By failing to ask a simple question when accepting an application for service, Duquesne Light eliminated and continues to eliminate excellent opportunities to encourage electricity conservation amongst its customers.

Duquesne Light engaged in conduct which left Mr. Kramer in the dark, figuratively, about available electric service options and without providing him with any information which might reasonably have led him to conclude he needed to inquire or investigate. Looking at the facts in the light more favorable to Duquesne Light, an applicant initiates residential electric service unaware there are three potentially applicable rates, unaware the previous owners were charged the highest distribution rate available, and unaware the previous owners who installed a heat pump should have notified but did not notify Duquesne Light about the installation of the heat pump. Between the two parties herein, the party most in possession of salient and vital facts was Duquesne Light, not Mr. Kramer.

Looking at the facts from Mr. Kramer’s perspective, he purchased a home in an arms-length transaction from an unrelated third party who previously installed a heat pump. The change in heat source (by installing a heat pump) was made by a predecessor in title at the service address. Mr. Kramer had no way to know if the unrelated third party notified the electric distribution company (i.e., Duquesne Light) when installing the heat pump.

¹⁸ See Implementation of Act 129 of October 15, 2008; Default Service And Retail Electric Markets, Docket No. L 2009-2095604 (Final Rulemaking Order entered October 4, 2011).

Conclusion

This proceeding involves two parties who were never provided notice. Both parties should have been provided notice. If notice had been provided when it should have been, by Mr. Kramer's predecessor in title, Duquesne Light would have applied the correct rate to Mr. Kramer's billing statements. Unfortunately, a third party who is not connected to this proceeding failed to notify Duquesne Light when a heat pump was installed. It is the Commission's responsibility to determine between the two parties which party carries the greater responsibility to have known, or should have known, the previous rate applied to the prior owner's account was incorrect when applied to Mr. Kramer.

Duquesne Light was in the superior position and in the better position to be in possession of the salient and determinative facts. It clearly knew it had three rates available. It knew what rate was applied previously. It knew the RA rate was significantly lower than the RH rate. It knew the Commission wanted all electric distribution companies to teach consumers how to save money and reduce electricity usage. Duquesne Light knew this property might consume less electricity and cost less to heat if a heat pump was installed. In contrast, Mr. Kramer knew he needed electricity to run his heat pump and other appliances. He knew he bought his new residence with the heat pump already installed. He knew he needed to contact Duquesne Light as his electric distribution company.

Respondent unfairly expected Mr. Kramer to know that a previous owner failed to give Duquesne Light actual knowledge when a heat pump was installed at the service address. That level of unfairness is compounded by Duquesne Light's failure to inquire (when Complainant initiated service) by asking a few simple questions about whether the service address relies on electricity for heat and/or uses a heat pump. Duquesne Light also failed to use the application process to further the aims of Act 129, and as an opportunity to educate Mr. Kramer how to consume less electricity, consistent with the Commission's and Legislature's stated aims to conserve energy.

In the future, Duquesne Light is strongly encouraged to alter its application process, as well as the script used by its customer service representatives and its online application form, to ask all residential applicants these two questions: (1) will you use electricity to heat the residence, and, if 'yes', (2) is there a heat pump in operation. If the responses are contrary to information previously provided, Duquesne Light will need to visit the premises to verify how electricity is used at the service address. If, however, electricity is used to heat the premises, and there is no heat pump (or the applicant is uncertain), then the customer service representative should inform the applicant that a cheaper rate is available and consumption will be lower if a heat pump is installed.

Accordingly, in the Ordering Paragraphs that follow, Duquesne Light will be ordered to recalculate Mr. Kramer's billing statements from December 2010 through November 2014, using the appropriate RA rates applicable during that time frame. This recalculation will need to be completed within sixty (60) days of the Final Order in this proceeding. Duquesne Light will be required to provide a written explanation to Mr. Kramer and to the Commission's Bureau of Technical Utility Services. Lastly, the Secretary's Bureau will be ordered to provide a copy of this Initial Decision to the Commission's Bureau of Investigation and Enforcement because of Duquesne Light's pattern of not asking any applicant any pertinent questions about proposed electric service, and its pattern of assuming the accuracy of its historical data at the service address.

Civil Penalty

Having concluded Duquesne Light violated the Public Utility Code by failing to provide reasonable customer service, it is appropriate to consider the assessment of a civil penalty. Section 3301 of the Public Utility Code provides that if any public utility fails to comply with any Commission regulation it shall forfeit and pay to the Commonwealth a sum not exceeding \$1,000.00 per day of violation.¹⁹ To implement this section, the Commission has

¹⁹ 66 Pa.C.S. § 3301.

adopted certain standards that must be applied when imposing a civil penalty for violations of Commission directives and regulations.²⁰

Public utility companies are required to provide reasonable service to their customers pursuant to Section 1501 of the Code.²¹ The Commission has exclusive jurisdiction to determine the reasonableness, adequacy and sufficiency of a public utility's services and facilities.²² The term "service" should be "used in its broadest and most inclusive sense, including any and all acts done, rendered, or performed, and any and all things furnished or supplied...by public utilities...in the performance of their duties under the Public Utility Code...."²³ Thus, a utility company's practices – including, *inter alia*, billing customers and sending accurate bills – must be reasonable, adequate and sufficient. A violation occurs when a utility company fails to charge a customer the correct distribution rate.

Sections 3301(a) and (b) of the Public Utility Code, 66 Pa.C.S.A. § 3301(a) and (b), authorize the Commission to impose a maximum civil penalty of \$1,000 per day for violations of its statutes, regulations and orders. The Commission has adopted certain standards that are to be applied in determining the amount of civil penalties when violations are admitted or determined to have occurred. There are ten standards which the Commission first articulated in Joseph A. Rosi v. Bell Atlantic-Pa., Inc. and Sprint Communications Company, Docket No. C-00992409 (Order entered February 10, 2000) (Rosi) and which are now published at 52 Pa.Code § 69.1201 in the Commission's Policy Statements and Guidelines.

The first criterion to consider is whether the violation was of a serious nature or whether it was less egregious, such as an administrative or technical error. Duquesne Light engaged in a pattern of conduct intended to cost more money to its customers than should have been charged. One of the vital foci of energy law in Pennsylvania in the last two decades has been the principle

²⁰ See 52 Pa.Code § 69.1201; *see also*, Rosi v. Bell Atlantic-Pa., Inc. and Sprint Communications Company, Docket No. C-00992409 (Order entered February 10, 2000) (Rosi).

²¹ 66 Pa.C.S.A. § 1501.

²² Elkin v. Bell of Pa., 491 Pa. 123, 420 A.2d 371 (1980).

²³ 66 Pa.C.S.A. § 102.

that the Commission (as well as the Pennsylvania Legislature) want to encourage customers to use less electricity and to be smarter shoppers for electric service. The bedrock assumption has been that distribution companies are upfront in their communications with customers, as well as applicants, about available services and products which will encourage customers to use less electricity and save money.

The purpose of having a cheaper distribution rate available for customers who use heat pumps is in order to encourage all customers to use, or purchase if they do not currently use, heat pumps. One of the best times and situations to make that point with customers is when an individual calls to request initial service. Duquesne Light refuses to engage in discussions with its applicants which would advise applicants there are cheaper rates available, and, to compound the problem further, refuses to tell its applicants that Duquesne Light was assuming *status quo* between one unrelated home owner versus another home owner. Thus, I conclude this violation was serious in nature and warrants a higher penalty because the violation involves Complainant and all other applicants.

The second criterion is whether the resulting consequences of the conduct were of a serious nature, such as personal injury or property damage. There is a sizeable difference between the rate charged to Complainant versus the rate that should have been charged. Due to the laws that limit how far back the Commission can look back, this complaint only concerns four years' worth of overcharges. However, the reality is that Complainant has been overcharged since he purchased the house and initiated electric service in 2000. Thus, I conclude the consequences are of a serious nature and warrant a higher penalty.

The third criterion is whether the conduct at issue was deemed intentional or negligent. Duquesne Light knows it has three separate distribution rates for residential accounts. Duquesne Light knows it cannot tell applicants what distribution rate was used by the previous owner or tenant. Duquesne Light knows the Commission wants customers to be encouraged to save electric usage by, *inter alia*, using heat pumps which utilize electricity more efficiently. Knowing all these facts, Duquesne Light's behavior can only be described as intentional. Thus, I conclude the consequences are of a serious nature and warrant a higher penalty.

The fourth criterion is whether the utility made efforts to modify internal practices and procedures to address the conduct and prevent similar conduct, and the amount of time it took for the implementation of these measures. There is no evidence Duquesne Light recognizes its failure to provide adequate customer service here. It made no apparent effort to modify its internal practices in order to avoid causing a similar problem for other ratepayers, applicants and Commonwealth citizens in the future. Also, Duquesne Light made no apparent effort to modify its internal practices in order to mitigate the overcharges which may exist on other residential accounts. Thus I conclude a higher penalty is warranted.

The fifth criterion is the number of customers affected. According to the record evidence, all applicants for electric service are impacted. Duquesne Light's witness clearly articulated that the utility's policy and practice has been to assume its historical data (concerning the appropriate rate class) is correct when accepting applications for service from all applicants. Thus I conclude a higher penalty is warranted.

The sixth criterion is a consideration of Duquesne Light's compliance history. No evidence was presented that Duquesne Light has a poor compliance record, except the testimony of Duquesne Light's own witness who acknowledged Respondent's actions with Mr. Kramer are similar to how Duquesne Light treats all other applicants. Therefore, I conclude this criterion works to aggravate the penalty to be imposed.

The seventh criterion is whether the regulated entity cooperated with the Commission's investigation. There was no investigation by the Commission and therefore this criterion works neither to mitigate nor to aggravate the penalty to be imposed.

The eighth criterion is the amount of the civil penalty or fine necessary to deter future violations, with consideration of the size of the utility. Duquesne Light is a large utility. In light of Respondent's size, the length of time Duquesne Light charged Complainant the higher rate and the amount of excess distribution charges inflicted on Complainant and paid into Duquesne Light over an extensive period of time, the penalty should be \$10,000.00. This amount is neither excessive nor arbitrary, given Duquesne Light's long-time, consistent and intentional pattern of

refusing to provide valid rate information to applicants, coupled with the serious consequences from Respondent's blind assumptions to rely on unreliable, unsubstantiated hearsay evidence from previous landowners without any attempt to verify the accuracy of statements made by those third parties – or to notify applicants as to the assumptions it was making. Three factors in particular weighed heavy in the calculation of this criterion: (1) Respondent's failure to advise applicants that Duquesne Light assumed the same rate should be applied from one unrelated ratepayer of record to another; (2) Respondent's failure to ask pertinent questions which might result in the application of a more appropriate distribution rate; and (3) Respondent's failure to encourage applicants to be informed electricity shoppers who are encouraged to reduce energy consumption through the use of more energy efficient heat pumps. Thus, in consideration of all the other relevant factors, I conclude a penalty of \$10,000.00 is sufficient to deter future violations.

The ninth criterion is past Commission decisions. No party cited to any prior Commission decisions involving unreasonable customer service when a distribution company does not verify the accuracy of distribution rates in effect during a prior ratepayer's tenancy. However, it should be noted Respondent actively participated in recent filings and proceedings before the Commission concerning programs meant to reduce consumption in the residential class, encourage ratepayers to save money through electricity shopping, and educate consumers about Act 129 initiatives. This criterion works to aggravate the penalty to be imposed.

The tenth criterion is other relevant factors. None have been suggested or considered other than those previously discussed.

In any case in which a civil penalty is assessed, these ten factors must be considered when calculating the amount of the penalty. The factors are meant to ascertain, in general, how serious was the conduct and intention of the utility, how the individual consumer was affected and how the utility's conduct may bode for similar future situations. In this proceeding, Duquesne Light's actions – to charge Complainant the higher RH distribution rate upon initiating electric service without first inquiring and verifying the accuracy of the information provided by a previous owner – were serious and warrant a higher penalty. Duquesne Light caused Complainant to pay significantly higher distribution rates over the years

since he first bought the service address and initiated electric service. Furthermore, Duquesne Light clearly has treated all other applicants similarly.

A civil penalty is necessary to deter similar future violations, especially in light of the serious consequences caused by Duquesne Light's use of this "ostrich head in the sand" approach to assume that facts present for one ratepayer would continue to hold true, *de rigueur*, for all future ratepayers. The evidence presented and taken as a whole proves a civil penalty is necessary to deter future violations. Therefore, I am assessing a Ten Thousand Dollars (\$10,000.00) civil penalty against Respondent. This penalty takes into consideration Respondent's failure to correct the error, acknowledge its responsibility to correct the error, and its failure to verify the accuracy of the information received from previous ratepayers when initiating electric service with a new applicant.

Accordingly the complaint is sustained in the ordering paragraphs below and Respondent is ordered to pay a civil penalty.

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 carries the burden of proving Respondent did not provide reasonable and adequate service. 66 Pa.C.S.A. § 332(a).
3. Respondent failed to provide Complainant with reasonable and adequate customer service when Respondent charged Complainant a higher distribution rate when initiating electric service without verifying the accuracy of the service address's historical rate data. 66 Pa.C.S.A. § 1501.
4. Respondent failed to provide Complainant with reasonable and adequate customer service when Respondent charged the residential heat distribution rate instead of the

residential add-on heat distribution rate when Complainant had an operational add-on heat pump at the time Complainant initiated electric service at the service address. 66 Pa.C.S.A. § 1501.

5. Respondent failed to compute its billing statements to Complainant under the rate most advantageous to Complainant knowing it had more than one rate applicable to the service rendered. 66 Pa.C.S.A. § 1303.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the complaint of Robert J. Kramer versus Duquesne Light Company at Docket No. F-2015-2499181 is hereby sustained.

2. That Duquesne Light Company is hereby assessed the penalty of Ten Thousand Dollars (\$10,000.00) because Respondent failed to provide reasonable and adequate customer service in how it initiated electric service, failed to verify the accuracy of historical data supplied by prior ratepayers at the service address when initiating electric service in Complainant's name, and for failing to compute bills under the rate most advantageous to Complainant knowing it had more than one applicable rate.

3. That, within sixty (60) days from the date of the Final Order in this proceeding, Duquesne Light Company shall determine the applicable Residential Add-On Heat Pump distribution rates which would have been charged to Complainant from December 2010 through November 2014.

4. That, within sixty (60) days from the date of the Final Order in this proceeding, Duquesne Light Company shall credit to Complainant's electric service account the

difference between the Residential Heating distribution rate which Complainant was charged from December 2010 through November 2014, and the Residential Add-On Heat Pump distribution rate which should have been charged to Complainant's electric service account during the same time period.

5. That, within sixty (60) days from the date of the Final Order in this proceeding, Duquesne Light Company will submit a report to the Commission's Bureau of Technical Utility Services outlining the amount to be reimbursed and credited to Complainant's electric service account.

6. That Duquesne Light Company shall pay a civil penalty in the amount of \$10,000.00 for the violations of the Public Utility Code by sending a certified check or money order made payable to the Commonwealth of Pennsylvania, within thirty (30) days from the entry of the Final Commission Order to:

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

7. That Duquesne Light Company shall cease and desist from further violations of Sections 1303 and 1501 of the Public Utility Code.

8. That the Secretary's Bureau shall provide a copy of this Initial Decision to the Commission's Bureau of Investigation and Enforcement.

9. That this docket be marked closed and discontinued.

Date: March 3, 2016

/s/
Katrina L. Dunderdale
Administrative Law Judge

**NOVEMBER 24, 2015
HEARING TRANSCRIPT**

COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

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: Docket No.
Robert Kramer v. : F-2015-2499181
Duquesne Light Company Appeal of BCS:
Decision - Billing Dispute :
:
Initial Call-In Telephonic Hearing. :
:
-----x

Pages 1 through 63 Piatt Place
301 Fifth Avenue, Suite 220
Hearing Room 2018
Pittsburgh, Pennsylvania

Tuesday, November 24, 2015

Met, pursuant to notice, at 10:03 a.m.

BEFORE:

KATRINA L. DUNDERDALE, Administrative Law Judge

APPEARANCES:

ROBERT KRAMER
111 Green Forest Drive
Baden, Pennsylvania 15005
(Pro se)

JEREMY V. FARRELL, Esquire
Tucker Arensberg, PC
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(For the Respondent)

Commonwealth Reporting Company, Inc.
700 Lisburn Road
Camp Hill, Pennsylvania 17011

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FORM 12

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P R O C E E D I N G S

1
2 ADMINISTRATIVE LAW JUDGE KATRINA L. DUNDERDALE: My
3 name is Katrina Dunderdale. I'm the Administrative Law
4 Judge who has jurisdiction over this proceeding.

5 This proceeding concerns a formal complaint filed by
6 Mr. Kramer against Duquesne Light Company at F-2015-
7 2499181. Today's date is Tuesday, November 24, 2015, and
8 time now is 10:03 a.m. Present on the phone with me this
9 morning is the complainant himself, Mr. Kramer.

10 Also present, representing Duquesne Light, is Mr.
11 Jeremy Farrell. He has present with him, Ms. Margaret
12 Mueller, who is a regulatory consumer relations specialist,
13 Mr. Clarence Jake Preston, actually it's probably more Jake
14 Clarence Preston, field service representative. Also
15 present is Ms. Marie Tamilia who is a supervisor of
16 regulatory consumer relations. All three are Duquesne
17 Light employees.

18 I had issued a Prehearing Order and in that
19 Prehearing Order, I had required the company to contact Mr.
20 Kramer before today, sometime within the last week or two,
21 to see if there would be any chance of settling this matter
22 because the Commission does promote and encourage
23 settlement between the parties.

24 Mr. Farrell, when did that last contact occur?

25 MR. FARRELL: Mr. Kramer and I spoke last week. I

1 believe the date of the conversation was the 19th, and I
2 apologize to Mr. Kramer. I had intended to call him back
3 yesterday, but had a family issue that took me out of the
4 office, so we have not spoken since the 19th.

5 JUDGE DUNDERDALE: In that case it sounds like, if
6 you intended on returning a phone call, I should provide
7 you with some time to speak at this time?

8 MR. FARRELL: Yes, we would request that, Your
9 Honor.

10 JUDGE DUNDERDALE: Mr. Kramer, Mr. Farrell already
11 knows this, but let me just explain to you that the
12 Commission really does want to encourage settlements
13 because we have learned that people who come to a
14 settlement on their issues are much, much happier with the
15 final results than when a judge starts ordering everybody
16 around.

17 I am going to give you all an opportunity to talk,
18 but without me present to hear you. I want both you and
19 Duquesne Light to feel free to say whatever it is you want
20 to say and not worry about how it might make you look in
21 front of me.

22 I'm actually going to leave the room but actually
23 leave the telephone line open so both sides can talk to
24 each other. I will leave my court reporter in the room.
25 However, she will stop taking down everything that's said.

1 She is simply here so that when you all are done testifying
2 -- I'm sorry, not testifying. When you all are done
3 talking and you want me to come back into the hearing room,
4 she can come and get me in chambers.

5 That's the process that we are going to use. Before
6 we actually go off the record, however, let me just stop
7 and ask this.

8 Mr. Kramer, we did have an Interim Order that came
9 out in which I indicated I was not going to strike portions
10 of your complaint, which was a the request that came from
11 Duquesne Light. However, we can't go back too far, and
12 that was an indication -- I had indicated in that Interim
13 Order that Duquesne Light was correct that no claim can
14 extend back more than four years from the date the
15 complaint was filed, or back to August 2011.

16 Since the time that I issued that Interim Order last
17 week, I don't know, do you know precisely what it is that
18 you are looking to receive back from Duquesne Light in
19 terms of money?

20 MR. KRAMER: Precisely?

21 JUDGE DUNDERDALE: Or some indication, a ball park
22 or fairly good ball park?

23 MR. KRAMER: Yes, ma'am.

24 JUDGE DUNDERDALE: What is the dollar amount that
25 you are looking for at this time?

1 MR. KRAMER: Thirty-five hundred dollars.

2 JUDGE DUNDERDALE: I'm going to go ahead and let you
3 all have a conversation with each other. Hopefully, you
4 all can come to some understanding to resolve the entire
5 dispute.

6 If you can't resolve the entire dispute but can come
7 to some understanding, stipulate to some fact being true,
8 or even settle a portion of it, that's always helpful as
9 well. It just limits and narrows what we are going to talk
10 about, and that's always helpful.

11 I'm going to go ahead and let you all have your
12 discussion. I will just note for the record the time now
13 is 10:08.

14 Mr. Farrell, please just let my court reporter know
15 whenever you are done with your conversations. All right?

16 MR. FARRELL: Okay.

17 JUDGE DUNDERDALE: Thank you very much. We are off
18 the record.

19 (Recess.)

20 JUDGE DUNDERDALE: I am back in the room. I left
21 the parties alone for a period of time to see if they would
22 be able to come to any sort of understanding. I should
23 note for the record the time is now 10:16 a.m.

24 Mr. Farrell, were the parties able to reach any
25 understanding?

1 MR. FARRELL: Unfortunately not, Your Honor.

2 JUDGE DUNDERDALE: All right. In that case, let's
3 go ahead and get started with the hearing. The process I
4 am going use this morning is, first I'm going to swear in
5 Mr. Kramer as a witness. I'm going to ask Mr. Kramer to
6 explain to me what his complaint is and what it is he would
7 like the Commission to for him.

8 When he is finished testifying, I will then give
9 Mr. Farrell an opportunity to ask questions on cross-
10 examination of Mr. Kramer, if he has any.

11 Then, at that point I will expect Mr. Farrell to
12 present whichever witnesses he wants to present today, and
13 we will use a similar process. He will call a witness to
14 testify, he will ask them questions, and then when he is
15 done asking questions of that witness, with each one I will
16 see if Mr. Kramer would like to ask any questions on cross-
17 examination of that witness.

18 When that whole process is done, then I will ask the
19 parties to make a final statement on the record in lieu of
20 doing briefs. All a final statement is is simply an
21 opportunity for a party to have, essentially, a last crack
22 at explaining to me and to the Commission why that person
23 is correct and the other party is wrong.

24 Because Mr. Kramer, as the complainant, carries the
25 burden of proof in this kind of proceeding, I am going to

1 let him have the absolute last word, and so I will ask
2 Mr. Farrell, on behalf of Duquesne Light Company, to
3 provide me with his final statement first. Then, I will
4 turn and ask for it from Mr. Kramer.

5 Any questions about the process I am going to use
6 this morning?

7 MR. KRAMER: No, Your Honor.

8 JUDGE DUNDERDALE: Okay, good. In that case, let me
9 go ahead and swear you in as a witness first, Mr. Kramer.
10 Whereupon,

11 . . . ROBERT J. KRAMER

12 having been duly sworn, testified as follows:

13 DIRECT TESTIMONY

14 JUDGE DUNDERDALE: Why don't you go ahead and tell
15 me your full name, please?

16 THE WITNESS: Robert J. Kramer, K-r-a-m-e-r.

17 JUDGE DUNDERDALE: Do you reside at 111 Green Forest
18 Drive in Baden?

19 THE WITNESS: Yes, Your Honor.

20 JUDGE DUNDERDALE: Is that the property -- excuse
21 me. Do you receive service from Duquesne Light at that
22 property?

23 THE WITNESS: Yes, Your Honor.

24 JUDGE DUNDERDALE: Does your complaint concern the
25 electric service at that particular address?

1 THE WITNESS: Yes, Your Honor.

2 JUDGE DUNDERDALE: Just give me an idea, how long
3 have you lived at that address?

4 THE WITNESS: It will be 15 years this December
5 coming up.

6 JUDGE DUNDERDALE: Okay, and is this a single-family
7 home?

8 THE WITNESS: Yes, ma'am.

9 JUDGE DUNDERDALE: Why don't you go ahead and
10 explain to me what your complaint is and then tell me what
11 it is you would like me and the Commission to do for you?

12 THE WITNESS: My complaint is that FirstEnergy
13 Solutions removed themselves from the supplier market and
14 it said to go find yourself another supplier. Well, I went
15 in there and I'm looking around and I notice that there's
16 these different ratings. I never knew -- I thought
17 distribution, that everybody paid the same amount for
18 distribution, but I find out that that was not the case.

19 I find out that my home is RH when it should have
20 been RA, and since the time that I moved into this home the
21 heat pump has been here. As a matter of fact, years after
22 I bought the home, I actually had to replace the furnace
23 and the heat pump because of its age, when it was installed
24 12 years earlier by the owners.

25 JUDGE DUNDERDALE: When did you replace the furnace

1 and the heat pump?

2 THE WITNESS: February 13th of 2008.

3 JUDGE DUNDERDALE: Okay. Go ahead.

4 THE WITNESS: Well, upon finding these facts out, I
5 called Duquesne Light to tell them I have a heat pump and
6 asked them to reimburse me for 14 years of service which I
7 overpaid, and they said they would not do that, but they
8 would send somebody out to look to see if I had a heat
9 pump, and they did.

10 Then, they said they would not do anything, so at
11 that point in December of '14, I filed an original informal
12 complaint with the PUC. I got a decision back in July, and
13 I filed a formal appeal of the original informal complaint
14 in August of '15.

15 JUDGE DUNDERDALE: Okay.

16 THE WITNESS: In the respondent's answers of
17 September the 8th, there's an admission of this being an
18 appeal of an informal complaint, so at this point I would
19 like to reset the clock from the August of '15 starting
20 date back to the informal complaint filed in 12 of '14 --
21 or back to December of 2010, for the four-year period.

22 JUDGE DUNDERDALE: I see. You said this all sort of
23 started when FES pulled out as the supplier, and so you
24 started shopping, and as you were shopping, you saw that
25 Duquesne Light had this RA rate. Is that correct?

1 THE WITNESS: Yes. I found that there were a couple
2 of different rates, my RH being one of them and RA being
3 another one. I looked at them and I'm like, I have an
4 add-on heat pump. I've had it since I moved into the
5 house. As a matter of fact, since I moved into the house
6 I've actually had to replace it, and I'm still paying the
7 highest rate of tariff. It's just, you know, unjust.

8 JUDGE DUNDERDALE: Okay, so...

9 THE WITNESS: That's why I started the process.

10 JUDGE DUNDERDALE: Do you remember when,
11 approximately, FirstEnergy told you that they were not
12 going to be the supplier anymore and you started shopping?

13 THE WITNESS: There was an original letter dated the
14 15th of October, '14, and then there was another letter
15 that was sent in November. That's when I started the
16 process, in very late November, because at the year end,
17 they were going to get out.

18 JUDGE DUNDERDALE: Okay, and these...

19 THE WITNESS: And that's where the discovery of the
20 different rates came to my attention. I thought that the
21 distribution of electric should be the same for all
22 customers and I come to find out that there's -- Duquesne
23 Light has different rates for distribution for customers.

24 JUDGE DUNDERDALE: Okay. So, you realize in
25 December of last year that there was this RA -- or that

1 there were other rates, that the distribution rates
2 actually had different types or categories. When did you
3 call Duquesne Light for the first time, do you recall?

4 THE WITNESS: The second of December of 2014.

5 JUDGE DUNDERDALE: That's when you said, hey, you
6 guys have these different distribution -- tell me about
7 that conversation. What did you do when you called them?

8 THE WITNESS: I called and I talked to one of the
9 representatives there and told them I had a heat pump and
10 that my rate should be RA and asked at that point, what
11 about the prior 14 years of overpayment for this
12 distribution? They said, that's just tough luck on you
13 because we will not go backwards.

14 JUDGE DUNDERDALE: I'm pretty sure that they didn't
15 say, that's tough luck on you.

16 THE WITNESS: Well...

17 JUDGE DUNDERDALE: Do you recall what they did say?

18 THE WITNESS: Words to that effect, ma'am. It was
19 kind of a disturbing response to me.

20 JUDGE DUNDERDALE: Okay, so you spoke to whoever
21 answered the phone, a customer service rep, right?

22 THE WITNESS: Uh-huh.

23 JUDGE DUNDERDALE: Okay, and --

24 THE WITNESS: Yes, ma'am.

25 JUDGE DUNDERDALE: -- that was a yes, right?

1 THE WITNESS: Yes, ma'am.

2 JUDGE DUNDERDALE: Did you ever speak to a manager
3 or a supervisor?

4 THE WITNESS: I did not.

5 JUDGE DUNDERDALE: Okay. Did...

6 THE WITNESS: You know what? Actually, I did. I
7 did.

8 JUDGE DUNDERDALE: Would it have been that day?

9 THE WITNESS: It possibly was that day. I think
10 that I was -- I had to hold on for a long, long time, and
11 then -- that's right, they had a manager call me back later
12 in the day.

13 JUDGE DUNDERDALE: Is that when they definitively
14 said, look, we are not going to go back 14 years?

15 THE WITNESS: Yes.

16 JUDGE DUNDERDALE: Did they change the rate that you
17 were paying on December 2nd going forward?

18 THE WITNESS: Yes.

19 JUDGE DUNDERDALE: So, going forward they said,
20 okay, from this day forward we are going to go ahead and
21 charge you based on the RA, not the RH rate; is that it?

22 THE WITNESS: Yes, ma'am.

23 JUDGE DUNDERDALE: But, you said that at some point
24 they sent somebody out to your house?

25 THE WITNESS: Apparently they did. I never seen the

1 person actually appear at my home, but then they sent me
2 new billings. I mean there's nothing...

3 JUDGE DUNDERDALE: Okay, and did...

4 THE WITNESS: They recalculated the bill. You know
5 what? They established the RA rate at the top of my bill,
6 on a new billing.

7 JUDGE DUNDERDALE: Okay.

8 THE WITNESS: Then, nine months later, in September,
9 they recalculated the bill between what I should have paid
10 and what I did pay and gave me a credit on my statement for
11 the December billing period -- or for the September billing
12 period of 2015.

13 JUDGE DUNDERDALE: Do you remember the size of the
14 credit?

15 THE WITNESS: Oh, it was around -- let me see.
16 (Pause.) Yes, it was \$45.24.

17 JUDGE DUNDERDALE: Okay.

18 THE WITNESS: They called it a transfer adjustment,
19 and it was on my bill dated 10-1 of '15.

20 JUDGE DUNDERDALE: Did you call to ask them about
21 that?

22 THE WITNESS: Yes, I did.

23 JUDGE DUNDERDALE: Are they the ones who said that
24 although it's called a transfer adjustment, it was actually
25 a credit for having gone back and recalculated?

1 THE WITNESS: Yes, that's what they told me. They
2 said that this is a credit for the period of 12-1 of '14 to
3 12-31 of '14.

4 JUDGE DUNDERDALE: I'm sorry. What was the period
5 of time that they were recalculating?

6 THE WITNESS: The 12-1 of '14 through 12-31 of '14.

7 JUDGE DUNDERDALE: Okay, so it just covered the one
8 month?

9 THE WITNESS: Correct.

10 JUDGE DUNDERDALE: How did you find out that
11 somebody had come out to the house?

12 THE WITNESS: Only by the fact that they
13 recalculated the bill and sent a new billing statement out
14 that showed the RA rate.

15 JUDGE DUNDERDALE: Would they have done that, like
16 in January, or is that what they did back in September?

17 THE WITNESS: I have to look at this. Can you give
18 me one second, please?

19 JUDGE DUNDERDALE: Sure.

20 (Witness perusing document.)

21 THE WITNESS: Actually, my bill that is dated 1-4 of
22 '15 still reflected the residential heating rating, and
23 then they changed it -- I can't find that.

24 JUDGE DUNDERDALE: Okay, but it's your understanding
25 that at some point, they did change from RH to RA?

1 THE WITNESS: Yes, ma'am.

2 JUDGE DUNDERDALE: Okay.

3 THE WITNESS: And then, ten months later they
4 recalculated -- or nine months later they recalculated the
5 bill from December of '14.

6 JUDGE DUNDERDALE: Right, but they have never
7 recalculated any other month?

8 THE WITNESS: No, ma'am.

9 JUDGE DUNDERDALE: And, you are sure that as of
10 today, you are on the RA rate; is that correct?

11 THE WITNESS: Yes, Your Honor, I am.

12 JUDGE DUNDERDALE: You said that you had installed
13 this new furnace and the new heat pump back in 2008?

14 THE WITNESS: Yes, ma'am.

15 JUDGE DUNDERDALE: Would I be correct that you did
16 not install that yourself; that you had somebody install it
17 for you?

18 THE WITNESS: Yes, ma'am, I had an outside -- they
19 are called A-1 Comfort Service, a heating, air conditioning
20 and plumbing service out of Pittsburgh.

21 JUDGE DUNDERDALE: Okay. Anything else that you
22 wanted me to know about this complaint? You indicated that
23 you filed an informal complaint back in December; is that
24 correct?

25 THE WITNESS: Yes, ma'am.

1 JUDGE DUNDERDALE: And, do you remember the date
2 that you would have filed that?

3 THE WITNESS: On the 9th of December.

4 JUDGE DUNDERDALE: The Bureau of Consumer Services,
5 did they give you a decision on that informal complaint?

6 THE WITNESS: Yes.

7 JUDGE DUNDERDALE: What did they decide?

8 THE WITNESS: Let me find it amongst my papers here.
9 Okay, they completed their investigation. Based on the
10 findings, Duquesne Light will not credit your account for
11 the prior heat source designation. That was their
12 conclusion in the informal.

13 JUDGE DUNDERDALE: Their conclusion was that
14 Duquesne Light will not reimburse?

15 THE WITNESS: Correct.

16 JUDGE DUNDERDALE: Do you know the date, or can you
17 see the date that they would have made that decision?

18 THE WITNESS: Sure, 7-11-2015.

19 JUDGE DUNDERDALE: Can you also see the case number?

20 THE WITNESS: Yes, ma'am.

21 JUDGE DUNDERDALE: What is it?

22 THE WITNESS: It's BCS number 3312169.

23 JUDGE DUNDERDALE: Okay. Anything else that you
24 want me to know at this point?

25 THE WITNESS: Well, in the respondent's Answer and

1 New Matter, September 8th, 2015, it goes into the language
2 of Pa. 66.

3 JUDGE DUNDERDALE: Yes.

4 THE WITNESS: It references number 1312(a) about a
5 refund within four years prior to the date of the filing of
6 the complaint. That's why I'm trying to reset the date
7 back to the informal complaint date.

8 JUDGE DUNDERDALE: Okay.

9 THE WITNESS: Because the formal complaint is an
10 appeal of an original filing.

11 JUDGE DUNDERDALE: I'm looking for where you are in
12 the Answer. Do you want to point out to me what page you
13 are on?

14 THE WITNESS: Oh, in their Answer to you?

15 JUDGE DUNDERDALE: Yes.

16 THE WITNESS: Or...

17 JUDGE DUNDERDALE: Oh, I see. You're down in the
18 New Matter; is that correct?

19 THE WITNESS: Yeah, New Matter pursuant to Pa. 66.

20 JUDGE DUNDERDALE: Okay, and that's why you would
21 like your claim for reimbursement to go back four years
22 from December of 2014?

23 THE WITNESS: Yes, ma'am.

24 JUDGE DUNDERDALE: Before I left the room and left
25 you all to have a discussion to see if you could settle, I

1 had asked you how much money you thought should be involved
2 in the reimbursement, and you had indicated a ball park of
3 around \$3500. How did you come up with that amount?

4 THE WITNESS: They provided a list all my charges
5 going back to 2009, December I believe. I just -- because
6 the rate was about two-thirds less, I took the supplier
7 charges out and just went down through the Duquesne Light
8 charges, added them all up, took two-thirds of that away
9 and came up with a fair figure, I thought.

10 JUDGE DUNDERDALE: Okay. You said that that's after
11 you took off the supplier charges; is that correct?

12 THE WITNESS: Yes, ma'am.

13 JUDGE DUNDERDALE: So, in other words, it's what you
14 saw as the distribution charges?

15 THE WITNESS: Just distribution, yes.

16 JUDGE DUNDERDALE: So, what you want the Commission
17 and I to do for you is to order reimbursement for the
18 difference between the RA and the RH from December of 2014
19 back through December of 2010, and you would like to have
20 that reimbursed back; is that correct?

21 THE WITNESS: Yes, ma'am.

22 JUDGE DUNDERDALE: All right. Is there anything
23 else that you want the Commission to do for you?

24 THE WITNESS: No.

25 JUDGE DUNDERDALE: All right. In that case, let me

1 ask Mr. Farrell. Mr. Farrell, do you have any questions on
2 cross?

3 MR. FARRELL: No, Your Honor, I don't.

4 (Witness excused.)

5 JUDGE DUNDERDALE: Okay. Mr. Farrell, did you have
6 a witness you wanted to present?

7 MR. FARRELL: Yes, Duquesne Light would ask for the
8 testimony of Ms. Margaret Mueller.

9 JUDGE DUNDERDALE: All right. Ms. Mueller, I need
10 to swear you in as a witness.

11 Whereupon,

12 MARGARET MUELLER

13 having been duly sworn, testified as follows:

14 JUDGE DUNDERDALE: Go ahead, Mr. Farrell.

15 DIRECT EXAMINATION

16 BY MR. FARRELL:

17 Q Would you please state your name for the record,
18 please?

19 A Margaret Mueller.

20 Q Who do you work for, Ms. Mueller?

21 A Duquesne Light Company.

22 Q How long have you worked for Duquesne Light?

23 A Forty-two years.

24 Q What is your current job title?

25 A Regulatory consumer relations specialist.

1 Q Would you please describe for the record what
2 your job responsibilities in that role include?

3 A I investigate and answer PUC informal and formal
4 complaints.

5 Q In the course of performing those job
6 responsibilities, have you become familiar with the
7 complaint of Mr. Kramer that we are discussing today?

8 A Yes, I have.

9 Q And, can you describe, please, what steps you
10 have taken to investigate Mr. Kramer's complaint?

11 A I investigated. I reviewed his complaint, I
12 reviewed our records and I also investigated -- I was also
13 involved in the informal complaint that Mr. Kramer filed
14 previous to filing the formal complaint.

15 Q Okay, and based on your review of company
16 records, Ms. Mueller, when did Mr. Kramer first establish
17 service at 111 Green Forest Drive?

18 A December 19th, 2000.

19 Q At the time the service was established, what
20 was the rate that was applied to the account?

21 A It was the residential heating rate, which is
22 called the RH rate.

23 Q And, from your review of the company records,
24 have you been able to determine why Mr. Kramer was on the
25 RH rate at that time?

1 A That was the rate held by the prior account
2 holder at that address. The rate follows the premise until
3 we receive notification from the customer that the rate
4 needs to be changed.

5 Q Are you familiar, Ms. Mueller, with Duquesne
6 Light's procedures relating to rate changes on a customer's
7 account?

8 A Yes, I am.

9 Q Would you please describe, what is Duquesne
10 Light's procedure for changing a customer's rate; how does
11 it come about?

12 A A customer contacts us and says that they
13 believe that they need the rate to be change. We then
14 issue an order to the field to go out and investigate and
15 to make sure that the -- excuse me, if the customer is
16 eligible for a rate change.

17 Q If the field investigation determines that a
18 customer is eligible for a rate change, what does Duquesne
19 Light do?

20 A We change the rate.

21 Q I'd like to turn your attention, please, to a
22 document that's been pre-marked for identification purposes
23 as Exhibit 6. Let me know if you have that in front of
24 you.

25 JUDGE DUNDERDALE: Mr. Farrell, I do not have any of

1 those exhibits in front of me.

2 THE WITNESS: Yes, I do.

3 BY MR. FARRELL:

4 Q Do you recognize that document?

5 A Yes, I do.

6 Q What is it?

7 JUDGE DUNDERDALE: Mr. Farrell.

8 MR. FARRELL: Yes?

9 JUDGE DUNDERDALE: Excuse me. I don't have any
10 exhibits in front of me.

11 MR. FARRELL: Really? We had them hand-delivered to
12 your office. I believe we had them hand-delivered to your
13 office.

14 JUDGE DUNDERDALE: What date would you have had them
15 hand-delivered?

16 MR. FARRELL: Let me go through my file here, Your
17 Honor. I apologize. I see, via hand-delivered on November
18 17th of 2015.

19 JUDGE DUNDERDALE: Mr. Kramer, do you have the
20 exhibits that he would have sent to you?

21 MR. KRAMER: Yes, ma'am, I do.

22 JUDGE DUNDERDALE: All right.

23 MR. KRAMER: Your Honor, I apologize, but Mr. Kramer
24 is carbon-copied on the letter that I just mentioned to
25 you.

1 JUDGE DUNDERDALE: Hold on. We are going to take a
2 recess. I have to go look for it. We had computer
3 problems last week, and it may be that it went to some
4 other office. We are in recess while I go look for it.
5 (Recess.)

6 JUDGE DUNDERDALE: I am back in the room and we are
7 back on the record. Mr. Farrell, I don't doubt that you
8 sent them. However, I don't have them. That could be for
9 a couple of reasons, probably the main one being that
10 without a computer, I was working out of another office
11 last week.

12 Like I said, I don't doubt that you sent them, but I
13 don't have them. As a practical problem, I need to have
14 them in front of me as we go through questioning here.
15 Tell me, how many exhibits did you send in?

16 MR. FARRELL: There are nine.

17 JUDGE DUNDERDALE: And approximately how many pages
18 total?

19 MR. FARRELL: Oh, I'm going to say maybe around 20
20 to 30.

21 JUDGE DUNDERDALE: Okay. Can you email, fax, send
22 them to me now?

23 MR. FARRELL: I can try. I may have a pdf copy on
24 my phone. The only comment I would make is that I think it
25 would be in the context of me communicating with Duquesne

1 Light about the exhibits, so I would be worried about
2 privilege issues.

3 I don't know, from my phone, if I can -- it might
4 take me a while. I could try to email it to somebody here
5 and have them email it to you.

6 JUDGE DUNDERDALE: Where are you physically located?

7 MR. FARRELL: We are at 411 Seventh Avenue at
8 Duquesne Light's offices.

9 JUDGE DUNDERDALE: Is that where your office is?

10 MR. FARRELL: No, my offices are located in the PPG
11 Plaza.

12 JUDGE DUNDERDALE: Can you contact your office and
13 have your office just simply re-scan them in and send out
14 and email, fax, I don't care how they do it, your
15 correspondence from last week, including the exhibits?

16 MR. FARRELL: We can probably do that from Duquesne
17 Light's office here. I have a copy of it with me, a hard
18 copy.

19 JUDGE DUNDERDALE: We are going to take a break. I
20 just need you to send that and let me know how you are
21 sending it. Then, I will simply make copies.

22 MR. FARRELL: I will send it to you by fax. What is
23 the best fax number?

24 JUDGE DUNDERDALE: You would ask me that because I
25 don't -- hold on. I just have to find it. All right, here

1 it is. Ready?

2 MR. FARRELL: Yes.

3 JUDGE DUNDERDALE: It's 412-565-5692.

4 MR. FARRELL: Okay, I we will try to fax them over
5 right now.

6 JUDGE DUNDERDALE: In that case, we are just going
7 to sit in recess until I can get them, okay?

8 MR. FARRELL: Okay.

9 JUDGE DUNDERDALE: We are off the record.

10 (Recess.)

11 JUDGE DUNDERDALE: We are back on the record. The
12 time now is 11:05 a.m. Unfortunately, we had to take a
13 recess because we had missing exhibits, exhibits that had
14 been hand-delivered by Duquesne Light, but unfortunately I
15 did not have access to them.

16 In the interim, Duquesne Light did fax over to me a
17 copy of its letter dated November 17th along of all the
18 exhibits, and also in the interim, I happened to find the
19 actual envelope with the exhibits in it that was sent in by
20 Duquesne Light. It was unfortunately sitting in the wrong
21 office.

22 Now we are ready to go. I'm sorry, when we started
23 this whole process, it was right as you had asked Ms.
24 Mueller -- Ms. Mueller, I'm assuming you are the phone?

25 THE WITNESS: Yes, I am, Your Honor.

1 JUDGE DUNDERDALE: You realize that you are still
2 under oath, correct?

3 THE WITNESS: Yes, I do.

4 JUDGE DUNDERDALE: You had just asked her -- I
5 believe you presented you marked as Exhibit 1, Mr. Farrell.

6 MR. FARRELL: Actually, I believe it was Exhibit 6.

7 JUDGE DUNDERDALE: All right, go ahead.

8 (Whereupon, the document was marked
9 as Duquesne Light's Exhibit No. 6 for
10 identification.)

11 BY MR. FARRELL:

12 Q Ms. Mueller, let me know when you have that
13 document in front of you?

14 A Yes, I do.

15 Q Do you recognize this document?

16 A Yes, I do.

17 Q What is it?

18 A It's an excerpt from our tariff.

19 Q If you could look all the way down to the
20 paragraph that begins with the number 16, Use Of Service By
21 A Customer, do you see that?

22 A Yes, I do.

23 Q Would you please just read the first sentence
24 into the record?

25 A "The customer shall use the electric service

1 only at the premise where service is established; and after
2 electric service has been established, shall notify the
3 company of any change in connected load, demand, or other
4 conditions of use."

5 Q Based on your employment with Duquesne Light,
6 are matters relating to the rate a customer is charged
7 considered a condition of use?

8 A Yes, they are.

9 Q Is it Duquesne Light's policy, Ms. Mueller, to
10 backdate or reimburse for rate changes?

11 A No, it is not.

12 Q At what rate, Ms. Mueller, is Mr. Kramer
13 currently being charged?

14 A Mr. Kramer is currently on the RA, residential
15 add-on heat pump rate.

16 Q Has he always been charged that rate?

17 A No.

18 Q What rate was he previously charged?

19 A He was previously on the RH, residential heat,
20 rate.

21 Q Earlier you discussed Duquesne Light's
22 procedures regarding the initiation of the rate change
23 process. Can you explain, please, how the process of the
24 rate change with respect to Mr. Kramer's account was
25 initiated?

1 A Mr. Kramer contacted the company and believed
2 that he was eligible for the RA, add-on heat pump, rate.

3 Q Now I would like to turn your attention, please,
4 to the document that has pre-marked for identification
5 purposes as Exhibit 1.

6 (Whereupon, the document was marked
7 as Duquesne Light's Exhibit No. 1 for
8 identification.)

9 A Yes, sir.

10 Q Do you have that in front of you?

11 A Yes, I do.

12 Q Do you recognize this document?

13 A Yes, I do.

14 Q What is it?

15 A This is a screen shot from our new customer care
16 and billing system. It is the contact with Mr. Kramer on
17 December 2nd, 2014.

18 Q Can you just explain for the record, please,
19 where we can see that this is a record of a contact with
20 Mr. Kramer?

21 A Actually, it shows in two places. It shows on
22 the very top on the second row, contact, and it has Mr.
23 Kramer's name. The next one, it has contact, 12-2-2014,
24 and then also on the right-hand side, it says, contact
25 date/time, and then it says there, 12-2-2014 and the actual

1 time of 3:31 p.m.

2 Q How was this particular record prepared?

3 A When the customer contacts us, the CSR enters
4 this information, so it is prepared in real time.

5 Q Is it input by an individual who has knowledge
6 of the facts that are being placed into the record?

7 A Yes, it is.

8 Q Is it the regular practice of Duquesne Light to
9 maintain a record like this that records conversations the
10 company has with its customers?

11 A Yes, it is.

12 Q Does Duquesne Light keep these records in the
13 ordinary course of its business?

14 A Yes, we do.

15 Q I believe you testified on this, but does this
16 record indicate when Mr. Kramer contacted Duquesne Light to
17 advise that he had an add-on heat pump at his property?

18 A Yes, it does.

19 Q What is that date?

20 A It's 12-2-2014.

21 Q Does this record indicate what Duquesne Light
22 did in response to Mr. Kramer's phone call?

23 A Yes.

24 Q What does it say?

25 A Under the comments section, Mr. Kramer states he

1 has had a heat pump for at least 20 years, submitted field
2 activity to verify.

3 Q According to this record, does it provide any
4 indication as to whether or not Mr. Kramer was satisfied
5 with Duquesne Light's actions?

6 A Yes, it does. That C/S is the company's
7 abbreviation for customer satisfied.

8 Q Now, Ms. Mueller, have you reviewed company
9 records relating to Mr. Kramer's account that predate this
10 December 2nd, 2014 telephone call?

11 A Yes, I have.

12 Q Based on your investigation, Ms. Mueller, are
13 there any records indicating that before December 2nd of
14 2014 Mr. Kramer contacted Duquesne Light to request a
15 different rate?

16 A No.

17 Q No, he did not?

18 A No, he did not contact us.

19 Q Based on your investigation, are there any
20 records the date of December 2nd, 2014 in which Mr. Kramer
21 informed Duquesne Light that his property utilized an add-
22 on heat pump?

23 A He did not.

24 Q Please turn to the document pre-marked for
25 identification purposes as Exhibit 2. Let me know when you

1 have that in front of you.

2 (Whereupon, the document was marked
3 as Duquesne Light's Exhibit No. 2 for
4 identification.)

5 A I do.

6 Q Do you recognize this document?

7 A Yes, I do.

8 Q What is it?

9 A It's another screen shot from our customer care
10 and billing system. This is a field activity. It's the
11 order that we place to request that a field person visit
12 Mr. Kramer's premise to verify his heating equipment.

13 Q How do we know that this particular record
14 relates to Mr. Kramer?

15 A It has his address at Green Forest Drive, Baden,
16 PA on there.

17 Q And, you are looking at the top, middle of that
18 record?

19 A Yes, it's at the top in the middle, yes, where
20 it has the address.

21 Q How is this document prepared?

22 A It's electronically prepared.

23 Q Is it input by an individual who has knowledge
24 of the information being placed into the record?

25 A Yes.

1 Q Is it a regular practice of Duquesne Light to
2 record this type of information relating to field activity
3 of its operations?

4 A Yes, it is.

5 Q Does Duquesne Light keep these field activity
6 reports in the ordinary course of its business?

7 A Yes, we do.

8 Q Now, this record, Exhibit 2, after Duquesne
9 Light spoke with Mr. Kramer on December 2nd, according to
10 this record what, did Duquesne Light do?

11 A We created a field activity which would request
12 for someone to investigate the rate change.

13 Q Okay, and the date of that field activity report
14 was?

15 A We requested this on 12-2 and it was scheduled
16 for 12-3.

17 Q December 3rd would obviously be the day after
18 Duquesne Light spoke with Mr. Kramer?

19 A Yes, it would be.

20 Q And according to Exhibit 2, did Duquesne Light
21 verify that Mr. Kramer did in fact have an add-on heat
22 pump?

23 A Yes, we did.

24 Q Where do you see that on this record?

25 A In the very bottom, it looks like a little file

1 folder, it says, field activity, and there's some system
2 information there. Then it says, check for rate change,
3 completed, scheduled 12-3-2014, and then it says,
4 completed.

5 Q If you look just above that in the comments
6 section, does that particular part indicate whether or not
7 Duquesne Light had verified that Mr. Kramer did in fact
8 have a heat pump?

9 A Yes, it does.

10 Q As a result of that investigation, what did
11 Duquesne Light do?

12 A We placed Mr. Kramer on the RA, add-on heat
13 pump, rate.

14 Q From your review of Mr. Kramer's account, does
15 he remain on that rate today?

16 A Yes, he does.

17 Q If you could turn, please, I want to turn your
18 attention to two different documents, and they are marked
19 for identification purposes as Exhibits 7 and 8. Let me
20 know when you have those in front of you.

21 (Whereupon, the documents were marked
22 as Duquesne Light's Exhibit Nos. 7
23 and 8 for identification.)

24 A Yes, I do.

25 Q Do you recognize these documents?

1 A Yes, I do.

2 Q What are they?

3 A These are excerpts from our tariff regarding the
4 RH and RA rates.

5 Q And, Exhibit 7 describes the RH rate; is that
6 correct?

7 A Yes, it does.

8 Q Exhibit 8 -- I'm sorry. Exhibit 7 describes the
9 RH rate, correct?

10 A Yes, it does.

11 Q And Exhibit 8 describes the RA rate?

12 A Yes, it does.

13 Q Are these the two rates that you discussed that
14 had been applied to Mr. Kramer's account?

15 A Yes, they are.

16 Q The tariff, does this identify the circumstances
17 under which each particular rate is available?

18 A Yes, it does.

19 Q Does it provide the distribution charges
20 associated with each particular rate?

21 A Yes, they do.

22 Q Ms. Mueller, does Duquesne Light notify its
23 customers what rate they are currently on?

24 A Yes, we do.

25 Q How are the customers notified?

1 A Your rate appears on the monthly bill every
2 month. It's in the upper right-hand corner of your bill.

3 Q I would like to turn your attention now to two
4 different documents, Ms. Mueller, which will be pre-marked
5 for identification purposes as Exhibits 4 and 5.

6 (Whereupon, the documents were marked
7 as Duquesne Light's Exhibit Nos. 4
8 and 5 for identification.)

9 A All right.

10 Q Do you have those in front of you?

11 A I do.

12 Q Do you recognize these documents?

13 A Yes, I do.

14 Q What are they?

15 A These are copies of Mr. Kramer's bill.

16 Q Exhibit 4, what is the date prepared of that
17 bill?

18 A December 2nd, 2014.

19 Q Could you explain for the record, please, just
20 where you are finding that information?

21 A That is on the upper right-hand corner, the
22 third entry in that little box. It says, date prepared,
23 12-2-2014.

24 Q Turning to Exhibit 5, what is the date prepared
25 on that bill?

1 A It's 12-2-2015. That's located in the same
2 place.

3 Q You had indicated that a customer's rate is
4 indicated on their bill. Can you explain for me, please,
5 on Exhibit 4, where Mr. Kramer's rate is listed?

6 A It is listed on the upper right-hand corner on
7 the first page, the third page and the fourth page.

8 Q Is it the same for Exhibit 5?

9 A Yes, it's on all bills.

10 Q Is the rate that a customer is charged, is that
11 noted on every bill that is sent to a customer each month?

12 A Yes.

13 Q There was testimony earlier, Ms. Kramer -- I'm
14 sorry, Ms. Mueller, about when Duquesne Light had changed
15 the billing rate for Mr. Kramer after the investigation on
16 December 3rd. Did Duquesne Light originally bill Mr.
17 Kramer at the RH rate in the month of December for usage
18 that occurred during that month?

19 A Not originally. Oh, yes.

20 Q Let's turn to -- I want you to look specifically
21 at the document pre-marked for identification purposes as
22 Exhibit 3. Let me know when you have that in front of you.

23 (Whereupon, the document was marked
24 as Duquesne Light's Exhibit No. 3 for
25 identification.)

1 A I do.

2 Q Do you recognize this document?

3 A Yes, I do.

4 Q What is it?

5 A This is a screen shot of a request from Mr.
6 Kramer to adjust his balance.

7 Q Where can we see on this document that it
8 relates to Mr. Kramer?

9 A In the upper right-hand corner -- actually, not
10 in the upper right-hand corner. In the middle it says,
11 contact, Robert J. Kramer, and then in the upper left-hand
12 corner, it says, Robert J. Kramer.

13 Q How is this document prepared?

14 A Electronically.

15 Q Is there an individual who places this
16 information into the system?

17 A Yes.

18 Q Is that individual identified on this record?

19 A Yes, it is.

20 Q Where do you see that?

21 A In the middle of the screen, user ID, and it
22 says, Kovach, Marysue.

23 Q Is the information that is placed into this
24 record shown on Exhibit 3, is that done at or near the time
25 of the event that is being described?

1 A Yes.

2 Q Is it input by an individual who has knowledge
3 of the facts being placed into this record?

4 A Yes.

5 Q Is it the regular practice of Duquesne Light to
6 record a record of this information?

7 A Yes.

8 Q And, does Duquesne Light keep this record in the
9 ordinary course of its business?

10 A Yes, we do.

11 Q What does this record tell us in the comments
12 section?

13 A This record tells us that we provided Mr. Kramer
14 with a credit of \$45.24 for the period from December 1st,
15 2014 to December 31st, 2014, which was the difference in
16 the customer being billed on RH rather than RA rate, 31
17 days, 1,867 kilowatt hours.

18 Q Now if you could please turn to the document
19 that's been pre-marked for identification purposes as
20 Exhibit 9?

21 (Whereupon, the document was marked
22 as Duquesne Light's Exhibit No. 9 for
23 identification.)

24 A Yes.

25 Q Do you recognize this document?

1 A Yes, I do. That's the statement of account for
2 Mr. Kramer.

3 Q I will represent for the record that this
4 document has a total of eight pages. I see at page six,
5 the formatting changes a little bit. Can you explain why
6 that is?

7 A On November 28th of 2014, we changed to a new
8 billing system, and at that time it modified the layout of
9 the statement of account but not the information.

10 Q So, this is a continuous statement of account
11 for Mr. Kramer's account --

12 A Yes.

13 Q -- since December of 2009?

14 A Yes, it is.

15 Q How is this statement of account prepared?

16 A Electronically.

17 Q Is the information that is placed into the
18 system done at or near the time the particular charge or
19 payment is made?

20 A Yes, it is.

21 Q Is it the regular practice of Duquesne Light to
22 record payments and charges on their customers' accounts?

23 A Yes, it is.

24 Q Does Duquesne Light keep these statements of
25 account in the ordinary course of its business?

1 A Yes, we do.

2 Q Does this account statement show the adjustment
3 that was just described on Exhibit 3?

4 A Yes, it does.

5 Q Could you explain for the record where you can
6 see that?

7 A On page seven.

8 Q Specifically where on page seven?

9 A It's the last entry on September 2nd, 2015.
10 Transfer adjustment printed is the new terminology in our
11 system for a credit. It's an adjustment, and if you see
12 over there, it says, bill/payment/adjustment amount, the
13 second column from the left, and it has a minus of \$45.24.

14 Q Does that number correspond to the number that
15 was shown on Exhibit 3?

16 A Yes, it does.

17 MR. FARRELL: Your Honor, that's all I have for
18 Ms. Mueller.

19 JUDGE DUNDERDALE: I have a couple questions for
20 you, Ms. Mueller.

21 THE WITNESS: Sure.

22 JUDGE DUNDERDALE: You've worked for Duquesne Light
23 for 42 years, I believe?

24 THE WITNESS: Yes, I have.

25 JUDGE DUNDERDALE: For how long have you been in the

1 consumer regulations department?

2 THE WITNESS: Six years.

3 JUDGE DUNDERDALE: Can you tell me which tariff
4 indicates the questions that are asked when service is
5 initiated?

6 THE WITNESS: Excuse me, Your Honor?

7 JUDGE DUNDERDALE: Do you...

8 THE WITNESS: I don't understand...

9 JUDGE DUNDERDALE: Does Duquesne Light have a tariff
10 that deals with how Duquesne Light will initiate service?

11 THE WITNESS: I'm not sure, Your Honor.

12 JUDGE DUNDERDALE: So, you are not aware of the
13 process that Duquesne Light uses when somebody calls and
14 wants -- is an applicant for service?

15 THE WITNESS: The customer service representatives'
16 procedures when they call in?

17 JUDGE DUNDERDALE: Yes.

18 THE WITNESS: Okay, yes. They ask various questions
19 from the customer.

20 JUDGE DUNDERDALE: Did you ever work in that
21 department?

22 THE WITNESS: No, Your Honor, I have not.

23 JUDGE DUNDERDALE: Okay, but you have some
24 familiarity, apparently, with the process or the procedures
25 that they would use when somebody calls in as an applicant?

1 THE WITNESS: Yes, I do.

2 JUDGE DUNDERDALE: You had indicated that there is a
3 series of questions that the customer relations person
4 would be asking of this applicant?

5 THE WITNESS: Yes.

6 JUDGE DUNDERDALE: Do any of those questions concern
7 the heat source or heat type?

8 THE WITNESS: Not that I'm aware of, Your Honor.

9 JUDGE DUNDERDALE: So, there's no question -- as far
10 as you know, there's no process at Duquesne Light to ask
11 the question, is electricity being used as your primary
12 heat source?

13 THE WITNESS: Not that I'm aware of.

14 JUDGE DUNDERDALE: How many distribution rates does
15 Duquesne Light have currently?

16 THE WITNESS: Off the top of my head, Your Honor, I
17 believe there's three.

18 JUDGE DUNDERDALE: Okay.

19 THE WITNESS: There would be residential heat, add-
20 on heat pump, and then just the regular residential rate.

21 JUDGE DUNDERDALE: Is there an acronym or initials
22 that are used for that?

23 THE WITNESS: RS means residential service, RH means
24 residential heat, and RA means the add-on heat pump.

25 JUDGE DUNDERDALE: How does -- if an applicant calls

1 in to start service, how does Duquesne Light know which one
2 of these three rates should be applied?

3 THE WITNESS: We review the account, and the rate
4 that is on the account at that time is the rate that is
5 assigned to the new customer.

6 JUDGE DUNDERDALE: Do you work off of historical
7 data?

8 THE WITNESS: Yes, we do.

9 JUDGE DUNDERDALE: Which means it would have been
10 provided by a predecessor in title or a previous tenant
11 before this applicant?

12 THE WITNESS: Yes, Your Honor.

13 JUDGE DUNDERDALE: What if it's a new structure?

14 THE WITNESS: Excuse me, Your Honor?

15 JUDGE DUNDERDALE: What if it's a new structure?

16 THE WITNESS: If it's a new structure, the builder
17 would have contacted our business department, and at that
18 time they would have asked them some questions about the
19 heat source, but that would have been done by the business
20 department. That would not have been done when a customer
21 calls in to establish service.

22 JUDGE DUNDERDALE: All right. In what way does
23 Duquesne Light verify that the information provided by a
24 previous resident is accurate?

25 THE WITNESS: By verification, we simply go by what

1 is on the record. If a customer advises us of a change,
2 then we would verify it.

3 JUDGE DUNDERDALE: Is any of that written down; is
4 that assumption of Duquesne Light written down anywhere?

5 THE WITNESS: What assumption?

6 JUDGE DUNDERDALE: In other words, if an applicant
7 calls and says, I want service, and the previous resident
8 is the one who put in a heat pump, why would a new
9 applicant tell you that there's a heat pump? They know
10 it's there. Why should they have to tell you?

11 THE WITNESS: Are you asking...

12 JUDGE DUNDERDALE: Is it written down anywhere that
13 Duquesne Light is assuming that the applicant should know
14 what rate was being provided before?

15 THE WITNESS: It's our policy that the customers
16 have to provide that information.

17 JUDGE DUNDERDALE: I'm sorry, did somebody just come
18 onto the line?

19 MR. KRAMER: Yes, ma'am. This is Mr. Kramer. My
20 land line cut out on me.

21 JUDGE DUNDERDALE: Do you remember what we were
22 talking about when you stopped hearing us?

23 MR. KRAMER: Yes, about how many rates Duquesne
24 Light customers have.

25 JUDGE DUNDERDALE: Okay. Ms. Mueller, just so that

1 we can catch Mr. Kramer back up, you had indicated that
2 there were three rates, and you and I simply -- I simply
3 asked you some questions about what rate does Duquesne
4 Light apply whenever we initiate service; is that correct?

5 MR. KRAMER: Yes.

6 JUDGE DUNDERDALE: No, no. Actually, that question
7 was for Ms. Mueller. You didn't hear that part, did you,
8 Mr. Kramer?

9 MR. KRAMER: Yes. Well, you were asking her about
10 the process that they ask new customers.

11 JUDGE DUNDERDALE: Yes. It doesn't sound like you
12 missed out on much, Mr. Kramer.

13 MR. KRAMER: Okay.

14 JUDGE DUNDERDALE: Ms. Mueller, you had indicated
15 that the complainant is on the RA rate. Since what billing
16 month; when did that start?

17 THE WITNESS: Your Honor, the rate shows up on his
18 bill prepared in February.

19 JUDGE DUNDERDALE: I'm sorry, what month?

20 THE WITNESS: February, it first appears on that
21 bill prepared on February 28th.

22 JUDGE DUNDERDALE: So, there was a credit given to
23 him for December of 2014. Was there a credit given for
24 January?

25 THE WITNESS: No, ma'am. The date prepared 12-2-15

1 was for the period from December 31st to January 30th, but
2 the credit was for the month of December.

3 JUDGE DUNDERDALE: Okay, but you just said that he
4 was on the RA in February. Are you meaning the bill that
5 was created in the beginning of February?

6 THE WITNESS: Yes.

7 JUDGE DUNDERDALE: So it was covering January?

8 THE WITNESS: Yes, December 31st to January 30th.

9 JUDGE DUNDERDALE: No, I'm asking about the next
10 bill.

11 THE WITNESS: The March bill?

12 JUDGE DUNDERDALE: No. Looking at Exhibit 9, page
13 six, am I correct to read this that Duquesne Light issued a
14 bill on December 2nd, 2014?

15 THE WITNESS: Yes, we did.

16 JUDGE DUNDERDALE: Was the next bill that was issued
17 by Duquesne Light actually issued on January 4th, 2015?

18 THE WITNESS: Yes, it was, Your Honor.

19 JUDGE DUNDERDALE: Then there's a second bill
20 apparently issued three days later on January 7th. Why is
21 that?

22 THE WITNESS: (No response.)

23 JUDGE DUNDERDALE: Can you explain page six to me at
24 all, Ms. Mueller?

25 THE WITNESS: Yes, I can.

FORM 2

1 JUDGE DUNDERDALE: Then, tell me what happened in
2 January of 2015. Why does it look like Mr. Kramer got
3 double-billed?

4 THE WITNESS: It's the same billing for both. If
5 you look, Your Honor, on January 4th, he was billed
6 \$118.51. Then, there's \$77.59, and that's actually a
7 credit of \$77.59, then a credit of \$118.51.

8 JUDGE DUNDERDALE: How can you tell it's a credit
9 when the balance looks like it's going up?

10 THE WITNESS: The \$77.59 should be a credit because
11 it shows the balance going down to \$275.73.

12 JUDGE DUNDERDALE: But it goes right back up to
13 \$394.

14 THE WITNESS: The balance on December 2nd was
15 \$119.14, and his balance on 1-28 was \$198.14. These are
16 just accounting adjustments.

17 JUDGE DUNDERDALE: What makes you say it's an
18 accounting adjustment?

19 THE WITNESS: (No response.)

20 JUDGE DUNDERDALE: Mr. Farrell, I have to tell you,
21 I'm having a major problem with page six on Exhibit 9.

22 MR. FARRELL: Yes, I understand, Your Honor.

23 JUDGE DUNDERDALE: I have been reading these things
24 for eight years, and I'm not understanding what I am
25 reading in the middle of that page.

1 I also can't tell when Duquesne Light actually
2 starting issuing bills based on the RA rate. I know that
3 you are saying it goes to December and a credit was given
4 for December, but I see no sign that the RA rate was
5 applied in January. I'm wondering why there is no credit.

6 Can you or your witness provide me with an answer to
7 that question?

8 MR. FARRELL: Yes, Your Honor. If I could turn your
9 attention to Exhibit 5, there is a bill with a date
10 prepared of February 2nd, 2015.

11 JUDGE DUNDERDALE: Yes?

12 MR. FARRELL: That is the first -- I don't -- I
13 guess in response to your question, this is the first bill
14 that I am aware of in which the RA rate is listed on the
15 bill. Subsequently, adjustments were made to Mr. Kramer's
16 account as a result of the December usage, which was shown
17 in Exhibit 3.

18 JUDGE DUNDERDALE: I'm just going to say flat out,
19 Ms. Mueller, I don't see what makes you say that there is a
20 credit adjustment that occurred on January 7th.

21 MR. FARRELL: Your Honor, I have Ms. Tamilya here as
22 well, who is able to -- she's kind of nodding her head over
23 here. I don't know if, you know, you would allow us to
24 present her testimony to discuss this issue as well.

25 JUDGE DUNDERDALE: Well, I am just going to state,

1 Mr. Farrell, that I am not understanding what Duquesne
2 Light did. I don't think it's clear from any exhibit that
3 you have provided me, what happened in January, or what
4 happened to the charges that were incurred in January, or
5 any of the charges that were incurred from December 31st of
6 2014 until February, I guess 2nd or 4th -- excuse me
7 February 2nd of 2015.

8 That whole month of January is not making sense to
9 me, according to your own exhibits. What you do with that
10 information is up to you.

11 I don't think I have any other questions.

12 I'm sorry, Mr. Kramer, do you have any questions? I
13 know that took a long time, but do you have any questions
14 for Ms. Mueller?

15 (No response.)

16 JUDGE DUNDERDALE: I'm sorry, are you still there,
17 Mr. Kramer?

18 MR. KRAMER: Yes, ma'am.

19 JUDGE DUNDERDALE: Okay. Do you have any questions
20 for her?

21 MR. KRAMER: Yes, ma'am.

22 CROSS-EXAMINATION

23 BY MR. KRAMER:

24 Q The one question that I do have is on Exhibit 6,
25 line 16. That's an excerpt from a full document, correct?

1 A Yes, it is.

2 Q What page is that document in the rules and
3 regulations of Duquesne Light; on what page does that
4 occur?

5 A I don't know.

6 Q How many pages in total is the document of rules
7 and regulations of Duquesne Light?

8 A I'm not aware of the total pages of our tariff.

9 MR. KRAMER: For the record, Your Honor?

10 JUDGE DUNDERDALE: Yes?

11 MR. KRAMER: That's line 16. That's on page 24.

12 It's a one-line item of a 142-page document.

13 MR. FARRELL: Your Honor, I'm going to object to the
14 extent that Mr. Kramer is testifying in his questioning of
15 Ms. Mueller.

16 JUDGE DUNDERDALE: It's not your times to testify at
17 this point, Mr. Kramer. It's just your time to ask
18 questions. You've asked the question as to the total
19 numbers, of this witness, and she has indicated she doesn't
20 know how many pages are in Duquesne's tariff, so I'm going
21 to have to sustain the objection of Mr. Farrell.

22 Ms. Mueller, let me ask you...

23 THE WITNESS: Yes, Your Honor.

24 JUDGE DUNDERDALE: Would it be consistent -- I mean,
25 have you see the entire tariff of Duquesne Light?

1 THE WITNESS: Yes, I have.

2 JUDGE DUNDERDALE: Would it surprise you if you were
3 told that there's approximately 140-some-odd pages to that
4 thing?

5 THE WITNESS: No, it would not surprise me, Your
6 Honor.

7 JUDGE DUNDERDALE: Does that seem consistent with
8 the depth of paperwork that you have seen whenever you did
9 see it?

10 THE WITNESS: Yes, it is.

11 JUDGE DUNDERDALE: Go ahead, Mr. Kramer, do you have
12 another question?

13 MR. KRAMER: No, and I apologize. I didn't know the
14 procedure, so...

15 JUDGE DUNDERDALE: That's fine. You're not an
16 attorney. I don't expect you to know. Do you have any
17 other questions, though?

18 MR. KRAMER: Not at this time.

19 JUDGE DUNDERDALE: Okay. Did you have any redirect,
20 Mr. Farrell?

21 MR. FARRELL: No, Your Honor, I don't.

22 (Witness excused.)

23 JUDGE DUNDERDALE: Okay. Did you want to present
24 another witness?

25 MR. FARRELL: Yes, Your Honor, I have one more very

1 brief witness.

2 JUDGE DUNDERDALE: Go ahead. Who is it?

3 MR. FARRELL: Duquesne Light will call Clarence Jake
4 Preston.

5 JUDGE DUNDERDALE: Mr. Preston, I need to swear you
6 in as a witness.

7 MR. PRESTON: Okay.

8 Whereupon,

9 CLARENCE JAKE PRESTON

10 having been duly sworn, testified as follows:

11 JUDGE DUNDERDALE: Thank you. I will need you to
12 speak up.

13 THE WITNESS: Okay.

14 JUDGE DUNDERDALE: Go ahead, Mr. Farrell.

15 DIRECT EXAMINATION

16 BY MR. FARRELL:

17 Q Would you please state your full name for the
18 record?

19 A Clarence Jake Preston; I go by Jake.

20 Q And who do you work for, Mr. Preston?

21 A Duquesne Light Company.

22 Q How long have you worked for Duquesne Light?

23 A Forty-two years.

24 Q And, your current job title is what?

25 A Field service representative.

1 Q Would you please describe for the record what
2 your job responsibilities are?

3 A To do the field investigations on issues that
4 occur; it could be anything such as meter tests, rate
5 changes, foreign wiring, ampering, whatever needs a field
6 investigation.

7 Q Are you the individual who actually goes out to
8 a customer's premises to investigate the situation?

9 A Yes.

10 Q Can you explain for the record, please, what was
11 your involvement with the issues that we are discussing
12 today related to Mr. Kramer's account?

13 A Well, I received a field order to investigate to
14 see if there was in fact a heat pump. The order stated
15 that the customer stated that there was a heat pump, so I
16 went to the premise.

17 I read the meter, verified the meter number, which
18 ensures that I am at the right location. I looked at the
19 heat pump, which the tag indicated that it definitely was a
20 heat pump. I recorded that information and sent it to
21 accounting to have the rate changed to a heat pump rate.

22 Q What was the date of your inspection at Mr.
23 Kramer's residence?

24 A December 3rd, 2014.

25 Q Did you tell Duquesne Light's billing department

1 to adjust Mr. Kramer's rate on that same day?

2 A Yes.

3 MR. FARRELL: Your Honor, I don't have any further
4 questions for Mr. Preston.

5 JUDGE DUNDERDALE: Mr. Kramer, do you have any
6 questions of Mr. Preston?

7 MR. KRAMER: I'm actually afraid to ask these
8 questions.

9 JUDGE DUNDERDALE: You can always ask. If there's a
10 problem, I'm sure Mr. Farrell will object, but feel free.

11 MR. KRAMER: Okay.

12 CROSS-EXAMINATION

13 BY MR. KRAMER:

14 Q Do you believe that that heat pump was installed
15 prior to the date of December 3rd, 2014?

16 MR. KRAMER: Objection, Your Honor. He's asking the
17 witness to speculate.

18 JUDGE DUNDERDALE: I don't think he exactly is. I
19 think what he's asking for, Mr. Farrell, if there's any
20 indication how long that heat pump may have been there.
21 That's a fact question, can he tell that? I think your
22 witness can answer that.

23 Mr. Preston, could you tell how long that particular
24 heat pump may have been in that location?

25 THE WITNESS: No.

1 JUDGE DUNDERDALE: Would you expect that you would
2 ever be able to know?

3 THE WITNESS: Not definitely.

4 JUDGE DUNDERDALE: Is there anything connected to a
5 heat pump -- you made some reference that there was a tag
6 that was on it that verified that it was a heat pump. Is
7 there any identifying information that is on a heat pump,
8 or that shows up on heat pumps that might tell you when it
9 was installed?

10 THE WITNESS: Not as to when it was installed.
11 There is sometimes a manufacturer's date, but that doesn't
12 indicate when it was installed.

13 JUDGE DUNDERDALE: So, you might know that this
14 particular heat pump you are looking was installed --
15 excuse me, was manufactured in 2005, but that doesn't tell
16 you, between 2005 and 2014, when it actually got installed;
17 is that correct?

18 THE WITNESS: Correct.

19 JUDGE DUNDERDALE: What is this tag you referred to?

20 THE WITNESS: It's a label on the outside of the
21 heat pump housing, and there's an AHRI certified marker on
22 it. It states that it's a utility small, slash, it will
23 have HP for heat pump, or it will have air conditioning, or
24 AC for just a whole-house air conditioning unit.

25 JUDGE DUNDERDALE: So, you looked at that tag and

1 that told you that it was a heat pump, not just an air
2 conditioner?

3 THE WITNESS: Correct.

4 JUDGE DUNDERDALE: Is that something anyone in your
5 kind of position, you are taught to look for those things?

6 THE WITNESS: Anybody in my position would know how
7 to look for it, yes, ma'am.

8 JUDGE DUNDERDALE: Okay. That's nothing unusual
9 that -- you saw that tag, and it's not unusual that you
10 actually looked for it to verify, right?

11 THE WITNESS: Correct, that's the usual indication.

12 JUDGE DUNDERDALE: Just out of curiosity, when you
13 look at a heat pump, does it look visually different from a
14 heat pump that is used solely for whole-house air
15 conditioning?

16 THE WITNESS: From the exterior, no.

17 JUDGE DUNDERDALE: Okay. I'm sorry, Mr. Kramer, do
18 you have another question?

19 MR. KRAMER: No, ma'am.

20 JUDGE DUNDERDALE: Thank you, Mr. Preston.

21 THE WITNESS: You're welcome.

22 (Witness excused.)

23 JUDGE DUNDERDALE: Any other witnesses, Mr. Farrell?

24 MR. FARRELL: No, Your Honor, but I would just move
25 to admit my exhibits into the record.

1 JUDGE DUNDERDALE: Mr. Kramer, what Mr. Farrell is
2 asking is that I put his exhibits into evidence. That
3 means that I can consider them when I go to make a
4 decision. Do you have any objection to any of the exhibits
5 that he proposed?

6 MR. KRAMER: No.

7 JUDGE DUNDERDALE: Okay. In that case, I will go
8 ahead and admit them in as Duquesne Light Exhibits 1
9 through 9.

10 (Whereupon, the documents marked as
11 Duquesne Light's Exhibit Nos. 1
12 through 9 were received in evidence.)

13 JUDGE DUNDERDALE: This is the time in the
14 proceeding when I go ahead and I start asking for final
15 statements. As I indicated previously, Mr. Kramer carries
16 the burden of proof, so I am going to let him have the
17 opportunity for the last word.

18 Let me start with Duquesne Light. Mr. Farrell?

19 MR. FARRELL: Yes, thank you, Your Honor. As you
20 indicated earlier today and in your Prehearing Interim
21 Order, the issue involved here is whether or not Mr. Kramer
22 is entitled to a reimbursement going back for a number of
23 years on his account.

24 The admitted facts today and the admissions made by
25 Mr. Kramer make clear that Duquesne Light had no

1 notification that he had an add-on heat pump at his
2 property. Regardless of how long it may have been there,
3 Mr. Kramer never informed Duquesne Light that it was.

4 Duquesne Light is not a mind reader and they are not
5 able to know what conditions are going on at a customer's
6 residence unless the customer tells them. Mr. Kramer
7 called Duquesne Light on December 2nd, 2014 and for the
8 very first time, mentioned that he had an electric heat
9 pump at his property.

10 The records that we have gone through today indicate
11 that a field activity report was entered immediately, that
12 Mr. Preston went to Mr. Kramer's residence the very next
13 day, verified that there was in fact a heat pump there, and
14 he ordered the billing department to adjust the rate
15 accordingly.

16 Duquesne Light then made the changes to the billing
17 statements going forward and made an internal adjustment to
18 reimburse Mr. Kramer for the full month of December of
19 2014.

20 Simply put, Your Honor, we believe that Mr. Kramer is
21 not entitled to a reimbursement of his bills because he
22 gave Duquesne Light absolutely no notice that he was
23 entitled to be classified at a different rate. That's all,
24 Your Honor.

25 JUDGE DUNDERDALE: Thank you.

1 Mr. Kramer, this is your opportunity for a final
2 statement.

3 MR. KRAMER: On the 1-26, number nine on page six,
4 that \$198.14 is not a credit. That is money put in escrow
5 until the determination of the informal complaint was
6 filed. Then they immediately billed me for that amount of
7 money.

8 JUDGE DUNDERDALE: Okay. Let me just remind you
9 that the final statement is your last crack at telling me
10 why you think you are correct and Duquesne Light is wrong.

11 MR. KRAMER: Okay. I'm going to refer back to Title
12 66, number 1312(a). In a proceeding involving rates, the
13 Commission shall determine that -- if any rate received by
14 a utility is unjust or unreasonable. I'm going to stop
15 there. I'm going to tell you that I consider it extremely
16 unjust and that this is unjust enrichment, and it's not
17 fair or deserved.

18 Furthermore, it's unreasonable and inappropriate to
19 not return or to keep 14 years of overpayments based on a
20 one-line item in their Exhibit 6, line 16, and hide behind
21 the shield of a one-line item on page 24 of a 142-page
22 rules and regulations document of Duquesne Light.

23 The normal customer -- who could read all this? This
24 is their job. Our job is, we get our bill and if we are
25 lucky to have the money, we pay it, not to know all these

1 rules and regulations.

2 JUDGE DUNDERDALE: Okay, is that it?

3 MR. KRAMER: Well, also within the 1312, it says
4 that any (inaudible)...

5 JUDGE DUNDERDALE: Mr. Kramer, stop, stop. First of
6 all, you are talking really fast. Secondly, you are also
7 mumbling. My court reporter can't understand anything you
8 are saying.

9 MR. KRAMER: Oh, I'm sorry.

10 JUDGE DUNDERDALE: But, you don't need to read to me
11 Section 1312. You can just refer to whatever language you
12 think is in it that is important to the point you want to
13 make. Go ahead.

14 MR. KRAMER: Okay. I'm just referring to the four
15 years prior date. That's why I want to reset that date
16 back to the informal filing.

17 JUDGE DUNDERDALE: Okay.

18 MR. KRAMER: I'm also -- I'm going to refer back to
19 Exhibit 6. It's an excerpt, a one-line item buried in a
20 142-page document. That's what they are using as their
21 shield against returning this unjust enrichment.

22 JUDGE DUNDERDALE: Okay, anything else?

23 MR. KRAMER: No, ma'am.

24 JUDGE DUNDERDALE: All right. I want to thank both
25 of you for taking the time -- actually, all of you for

1 taking the time to talk with me this morning.

2 In approximately two to four weeks, I will receive a
3 transcript from the court reporter. When I receive that
4 transcript, I will send a letter out to both sides and I
5 will indicate that I have received the transcript and that
6 as of the date of that letter, that is when the hearing
7 record will officially close in this case.

8 You can then expect a decision from the Commission to
9 come out within 90 days from the date of that letter.

10 Thank you all. I am going to go ahead and end the
11 proceeding. The time now is 11:50. I hope you all have a
12 good day.

13 (Whereupon, at 11:50 a.m., the hearing was adjourned.)

14

15 C E R T I F I C A T E

16 I hereby certify, as the stenographic
17 reporter, that the foregoing proceedings were reported by
18 me and thereafter reduced to typewriting by me or under my
19 direction; and that this transcript is a true and accurate
20 record to the best of my ability.

21

22 COMMONWEALTH REPORTING COMPANY, INC.

23

24

BY: Barbara A. Heinlein
Barbara A. Heinlein

25

**NOVEMBER 24, 2015
HEARING EXHIBITS**

Customer Contact Info KRAMER,ROBERT J, General Customer Contact/General Customer
Contact, Contacted 12-02-2014

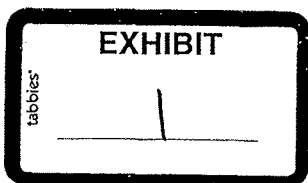
Customer Contact ID 2217040078

Person ID 2217040000 KRAMER,ROBERT J - Primary Phone: ([Redacted]) Open
Preferred Contact Method User ID DCZERWI Czerwien, Donna
Contact Date/Time 12-02-2014 / 03:31PM
Contact Class General Customer Contact
Contact Type GCC General Customer Contact
Comments [Redacted] ROBERT KRAMER STATES HAS HAD HEAT PUMP FOR AT LEAST 20
YEARS...SUBMITTED FIELD ACTIVITY TO VERIFY...C/S

Related Records
Letter Information

Display Letter

			Create Date/Time	Created by	Log Entry	Reminder	Send To
[Icon]	[Icon]	[Icon]				[Icon]	



Field Activity 120/240 - 1PH 3W, On-line User, Check for Rate Change, Completed, Scheduled 12-03-2014 12:00AM, Completed Field Activity ID 4048350818

Service Point ID 4038350608 120/240 - 1PH 3W Residential - AMR/Monthly Mtr Read Cyc - Day 20/Route 000170/111
GREEN FOREST DR, BADEN, PA, 150059623117

Activity Type FMRTECHG Check for Rate Change

Created on 12-02-2014 03:31PM by user DCZERWI.

Schedule Date/Time 12-03-2014 / 12:00AM

Field Activity Status Completed

Field Activity Priority Priority 50 Eligible for Dispatch

Dispatch Group 326000 ECONOMY

Field Order ID No Field Order Information

External ID 3332373237393135323238323435 Intermediate Status Completed

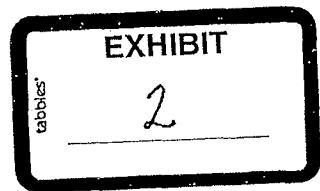
Instructions ▶

Comments CUSTOMER STATES HAS HAD HEAT PUMP FOR AT LEAST 20 YEARS. PLEASE VERIFY RATE SHOULD BE RA NOT RH AND CHANGE AS NEEDED (HIS # 724 869 0131) - investigate rate change 12/3/14. verified heating with a heat pump. ▶

Additional Info

FA Actions Complete Cancel Print Send

Field Activity - 120/240 - 1PH 3W, On-line User, Check for Rate Change, Completed, Scheduled 12-03-2014 12:00AM, Completed



Customer Contact Info 2015 **KRAMER, ROBERT J, Billing / Payment/Billing Inquiries, Contacted 09-02-** Customer Contact ID **2217040926**

Person ID **2217040926** **KRAMER, ROBERT J - Primary Phone:** () Open **User ID CS6MPK Kovach, Marysue**

Preferred Contact Method **09-02-2015 / 07:30AM**

Contact Date/Time **Billing / Payment**

Contact Class **BILL INFO** **Billing Inquiries**

Contact Type **PLACED CREDIT ON ACCT OF \$45.24 FROM 12/1/14 TO 12/31/14 WHICH IS THE DIFFERENCE FROM CUST BEING BILLED ON RATE RH INSTEAD OF RATE RA. THIS WAS 31 DAYS, 1867 KWHRS.**

Comments **Related Records** **Letter Information** **Display Letter**

Create Date/Time	Created By	Log Entry	Reminder	Sent To

Alerts

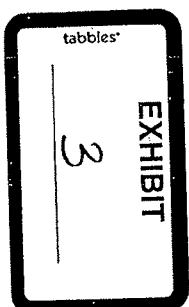
Last Contact 10 days ago - System English
 Overpayment Exists
 Customer Dispute Exists
 Field Activity Pending
 Reactivated SAS Exist
 Auto Pay Active: Direct Debit
 PUC Complaint Case - Formal Case
 New Formal PUC Complaint
 A request is Wait for response status exists for FA 4048350129

Current Contact

KRAMER, ROBERT J - Primary Phone: (724) 869-0131
 4048350000 1
KRAMER, ROBERT J, Residential, \$ 200.48, 4048350000
 111 GREEN FOREST DR, BADEN, PA, 150055623117

Financial Information

Current Balance \$ 200.48
 Payoff Balance \$116.32
 Last Payment 10-19-2015, \$62.45
 Last Billed 11-01-2015, \$ 200.48,
 Due Date 11-23-2015
 Previous Bal 10-01-2015, \$ 254.65
 Next Bal Date 12-01-2015



Customer Name and Service Address:
 ROBERT J KRAMER
 111 GREEN FOREST DR
 BADEN, PA 15005-9623
 BILL ID: [REDACTED]

Account Number: [REDACTED]
 Rate: RH-Residential Heating
 Date Prepared: 12/02/14

Meter Reading Usage Information		Summary	
Next Scheduled Meter Reading Date: December 30, 2014		Prior Billing Information	
Meter Read Information for Meter Number: G94849101		Amount of Last Bill	\$186.87
Present:	Dec 1, 2014 - Actual	6985.1200	
Prior:	Oct 31, 2014 - Actual	6844.0000	
	Difference	141.1200	
Your Meter Multiplier		x 12	
	Total kWh Used	1693.4400	
Electric Usage:		Current Billing Information	
	Comparing Your Usage	DLC Basic Service Charges (see page 3)	\$74.74
	Dec 13	Dec 14	
Avg. kWh Per Day	54	55	
Avg. Temperature (F)	40	39	
YTD Usage (kWh)	15636	17785	
		TOTAL ACCOUNT BALANCE PAYABLE TO DLC	
			\$198.14
		ACTUAL METER READING BILL	
		For more information see www.duquesnelight.com.	
		Give to Dollar Energy Fund to help people without heat or light. Make a monthly pledge at www.duquesnelight.com or send a check to Duquesne Light Hardship Fund Donations, 411 Seventh Avenue MD 15-1, Pittsburgh, PA 15219. Your gift is tax deductible.	

- Average Monthly Usage for the past 13 months is 1506 kWh.
- Total Annual Usage for the past 13 months is 19573 kWh.

Estimated Gross Receipts Tax	Estimated PA State Taxes	Late Charge After Dec 23, 2014	Payment Due	Budget Amount Due
\$10.75	\$12.39	1.25%	Dec 23, 2014	\$171.00

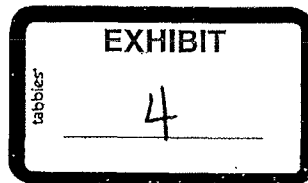
DO NOT PAY, ELECTRICHECK WILL PROCESS YOUR PAYMENT AS LISTED BELOW.

Account Number
 [REDACTED]

\$ DO NOT PAY

Amount Enclosed

ROBERT J KRAMER
 111 GREEN FOREST DR
 BADEN, PA 15005-9623



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



DO NOT PAY, ELECTRICHECK WILL PROCESS YOUR PAYMENT FOR \$171.00 ON DEC 23, 2014.

Understanding Your Bill

Actual Meter Reading -- A reading we take from your meter. We read over 99% of our meters each month.

Basic Service -- The three charges for supply, transmission and distribution that all customers must pay to retain electric service.

Customer Charge -- A monthly charge on your bill that includes our costs for meter reading, customer billing, service equipment, implementation of advanced metering technology and other expenses. We have these expenses even in months that you may not use electricity. The advanced metering technology and related infrastructure will provide, in the next several years, the ability for features such as two-way communication, hourly usage information and electric-price information.

Distribution -- The local wires, transformers, substations and other equipment used to distribute and deliver electricity to end-use consumers from high-voltage transmission lines.

Distribution Charges -- Charges for the use of local wires and other equipment that deliver electricity to consumers and for energy efficiency programs that conserve energy and reduce demand.

Electric Distribution Company (EDC) -- The company that owns the power lines and equipment necessary to deliver purchased electricity to the customer.

Estimated Meter Reading -- Amount of electricity we determine that you may have used during the month, based on your prior electric use and weather conditions. We send you an estimated bill for the months when we have not read your meter.

Kilowatt-Hour (kWh) -- The basic unit of electric energy for which most customers are charged. The amount of electricity used by 10 100-watt light bulbs left on for one hour. Consumers are charged for electricity in cents per kilowatt-hour.

Multiplier -- A number we use to convert the difference between your meter readings to kilowatt-hours and to show your actual electric usage. Most residential meters have a multiplier of 12.

Non-Basic / Special Charges -- Any category of service not related to basic service (supply, transmission and distribution charges).

Supplier (Electricity Supplier) -- A person or corporation, generator, broker, marketer, aggregator or any other entity that sells electricity to customers using the transmission or distribution facilities of an electric distribution company (EDC).

Supply/Generation -- Production of electricity from a power plant.

Supply/Generation Charges -- Charges for production of electricity.

Transmission -- Interconnecting electric lines which move high-voltage electricity from where it is produced to the point of distribution to customers.

Transmission Charges -- Charges for moving high-voltage electricity from a supply facility to the distribution lines of an electric distribution company.

Special Services

Customer Protection Plan -- An injury, illness or vacation could prevent you from reading your mail as you usually would. At your request, we will send a copy of any Duquesne Light past-due notice to a person of your choice.

Employee I.D. Program -- All Duquesne Light employees have a photo-identification card. For your protection, ask to see it!

Customer Assistance Program -- Duquesne Light may be able to help you reduce your bills, arrange an affordable payment or provide information on cash grants, household budgeting or financial counseling. Our goal is to help eligible customers maintain their electric service. If you need help paying your bills, call and speak to a Customer Assistance Program specialist at 412-393-7600.

Billing and Payment Conveniences

e-Bill service -- Our free on-line bill presentment service. Once enrolled, you will no longer receive paper bills. You will receive an e-mail notification that your bill is available to view. You can sign up at www.duquesnelight.com

Automatic Bill Payment (ElectriCheck) -- Our free service to have your bill payment automatically deducted from your bank account on the due date of the bill. You can sign up at www.duquesnelight.com.

Schedule an On-line Payment -- A free service to have your payment deducted from your bank account on the date you choose.

Make a One-Time Payment -- Credit card/check services. Go to our website at www.duquesnelight.com or call 1-866-526-0815.

Fees apply.

Budget Payment Plan -- Helps you level out your monthly payments.

U.S. Mail -- Use the payment coupon and envelope we provide to return your payment to us.

How to Reach Us

Visit our Website at: www.duquesnelight.com
 Call us for: General information: 1-888-393-7100 or 1-412-393-7100
 Credit & Collection: 412-393-7200
 Emergencies: 1-888-393-7000 or 1-412-393-7000

Write us at: Customer Care Department
 Duquesne Light Company
 411 Seventh Avenue, MD 6-1
 Pittsburgh, PA 15230-1930

Please call, email or write our business office for a copy of our rate schedules. For questions about your bill, please contact us before the bill due date.

Complete the information at the right to correct your name or mailing address.

If you are moving and need to have your service turned on or off, you must call Customer Care at 412-393-7100.

For changes or corrections to be processed, check the box on the front the coupon.

PAYMENT MUST BE MAILED

Reason for change: _____
 Name: _____
 Street address: _____
 City: _____
 State: _____ Zip: _____
 Phone--home: () _____
 Phone--other: () _____
 Monthly Pledge to Dollar Energy Fund \$1.00 \$2.00 or other \$ _____.00



www.duquesnelight.com
412-393-7100

Customer Name and Service Address:
ROBERT J KRAMER
111 GREEN FOREST DR
BADEN, PA 15005-9623
BILL ID: [REDACTED]

Account Number: [REDACTED]
Rate: RH-Residential Heating
Date Prepared: 12/02/14

Duquesne Light Company Information	Duquesne Light Company Basic Service Charges														
<p>Important Information: \$\$\$ Low Income Home Energy Assistance Program (LIHEAP) funds are available. Please call 1-888-393-7600 for an application today! \$\$\$</p> <p>Duquesne Light's WATT CHOICES offers energy efficiency programs to help customers save money by conserving energy and reducing demand. To participate or to learn more about these programs, visit www.wattchoices.com or call 1-888-WATTLEY.</p> <p>Need to reach us? Call (412) 393-7100 or on the web @www.duquesnelight.com</p> <p>Thank you for participating in the budget plan. We will review your prior electric usage at least every four months and adjust the budget amount to reflect any changes. Any adjustments will change the budget amount you pay each month.</p> <p>Changes in the Energy Efficiency and Conservation Surcharge (EEC), reflecting Watt Choices program costs, will increase the overall monthly bill of an average residential customer (using 600 kWh) by about \$0.50, or less than 1%, effective 11/1.</p>	<table> <tr> <td colspan="2">Current Charges</td> </tr> <tr> <td>Customer Charge</td> <td style="text-align: right;">11.62</td> </tr> <tr> <td>Distribution 1638.8129 kWh@ 3.739500¢</td> <td style="text-align: right;">61.28</td> </tr> <tr> <td>Distribution 54.6271 kWh@ 3.539500¢</td> <td style="text-align: right;">1.93</td> </tr> <tr> <td>Pennsylvania Tax Adjustment</td> <td style="text-align: right;">-0.09</td> </tr> <tr> <td>Total Current Charges</td> <td style="text-align: right;"><u>\$74.74</u></td> </tr> <tr> <td>DLC Basic Service Charges</td> <td style="text-align: right;"><u>\$74.74</u></td> </tr> </table>	Current Charges		Customer Charge	11.62	Distribution 1638.8129 kWh@ 3.739500¢	61.28	Distribution 54.6271 kWh@ 3.539500¢	1.93	Pennsylvania Tax Adjustment	-0.09	Total Current Charges	<u>\$74.74</u>	DLC Basic Service Charges	<u>\$74.74</u>
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Total Current Charges	<u>\$74.74</u>														
DLC Basic Service Charges	<u>\$74.74</u>														
<p>The Price to Compare for your rate class is 7.45 cents/kWh. It will change every June and December. For more information & supplier offers visit www.PAPowerSwitch.com and www.oca.state.pa.us.</p>															



Customer Name and Service Address:
ROBERT J KRAMER
111 GREEN FOREST DR
BADEN, PA 15005-9623
BILL ID: [REDACTED]

Account Number: [REDACTED]
Rate: RH-Residential Heating
Date Prepared: 12/02/14

Supplier Basic Service Charges	General & Supplier Information
<p><u>Current Charges</u> Generation-Trans 1693.4400kWh@ 6.3500¢ 107.53 Total Current Charges \$107.53 Supplier Basic Service Charges \$107.53</p>	<p><u>Supplier Agreement ID:</u> 4048350909 FIRST ENERGY SOLUTIONS CORP 341 WHITE POND DRIVE A-WAC-B2 AKRON, OH 44320 For questions regarding the supplier portion of your bill, call FirstEnergy Solutions Corp at 1-888-254-6359.</p> <ul style="list-style-type: none">• Generation/Supply prices and charges are set by the electric generation supplier you have chosen.• The Public Utility Commission regulates distribution prices and services.• The Federal Energy Regulatory Commission regulates transmission prices and services.

Non-Basic Service / Special Charges
<p>Currently you are not subscribing to any Non-Basic Services.</p>



Customer Name and Service Address:
 ROBERT J KRAMER
 111 GREEN FOREST DR
 BADEN, PA 15005-9623
 BILL ID: [REDACTED]

Account Number: [REDACTED]
 Rate: RA-Res Add-On Heat Pump
 Date Prepared: 02/02/15

Meter Reading Usage Information		Summary																																																	
Next Scheduled Meter Reading Date: February 27, 2015		Prior Billing Information																																																	
Meter Read Information for Meter Number: G94849101		Amount of Last Bill	\$196.10																																																
Present:	Jan 30, 2015 - Actual	Payment(s) Received as of 01/28/15	-\$196.10																																																
Prior:	Dec 31, 2014 - Actual	Total Amount Owed From Your Last Bill	\$0.00																																																
	Difference	Current Billing Information																																																	
		DLC Basic Service Charges (see page 3)	\$72.38																																																
Your Meter Multiplier	x 12	Supplier Basic Service Charges (see page 4)	\$185.97																																																
Total kWh Used	2928.6000	TOTAL ACCOUNT BALANCE PAYABLE TO DLC	\$258.35																																																
Electric Usage:		ACTUAL METER READING BILL																																																	
Comparing Your Usage		For more information see www.duquesnelight.com .																																																	
	Feb 14	Feb 15																																																	
Avg. kWh Per Day	118	98																																																	
Avg. Temperature (F)	22	26																																																	
YTD Usage (kWh)	5712	2929																																																	
<table border="1"> <thead> <tr> <th colspan="12">DAYS IN BILLING PERIOD</th> </tr> <tr> <th>M</th><th>A</th><th>M</th><th>J</th><th>J</th><th>A</th><th>S</th><th>O</th><th>N</th><th>D</th><th>J</th><th>F</th> </tr> </thead> <tbody> <tr> <td>29</td><td>32</td><td>29</td><td>30</td><td>31</td><td>30</td><td>30</td><td>32</td><td>29</td><td>33</td><td>31</td><td>29</td> </tr> <tr> <td>31</td><td>29</td><td>30</td><td>32</td><td>28</td><td>30</td><td>33</td><td>29</td><td>30</td><td>31</td><td>30</td><td>30</td> </tr> </tbody> </table>				DAYS IN BILLING PERIOD												M	A	M	J	J	A	S	O	N	D	J	F	29	32	29	30	31	30	30	32	29	33	31	29	31	29	30	32	28	30	33	29	30	31	30	30
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<ul style="list-style-type: none"> Average Monthly Usage for the past 13 months is 1560 kWh. Total Annual Usage for the past 13 months is 20276 kWh. 																																																			
Estimated Gross Receipts Tax	Estimated PA State Taxes	Late Charge After Feb 23, 2015	Payment Due																																																
\$15.24	\$17.57	1.25%	Feb 23, 2015																																																
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DO NOT PAY, ELECTRICHECK WILL PROCESS YOUR PAYMENT AS LISTED BELOW.

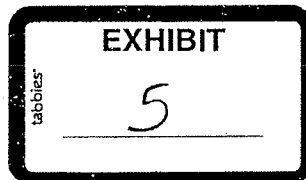
Account Number [REDACTED]

\$ DO NOT PAY

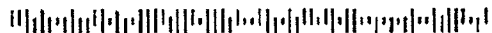
Amount Enclosed



ROBERT J KRAMER
 111 GREEN FOREST DR
 BADEN, PA 15005-9623



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



DO NOT PAY, ELECTRICHECK WILL PROCESS YOUR PAYMENT FOR \$258.35 ON FEB 23, 2015.

Understanding Your Bill

Actual Meter Reading -- A reading we take from your meter. We read over 99% of our meters each month.

Basic Service -- The three charges for supply, transmission and distribution that all customers must pay to retain electric service.

Customer Charge -- A monthly charge on your bill that includes our costs for meter reading, customer billing, service equipment, implementation of advanced metering technology and other expenses. We have these expenses even in months that you may not use electricity. The advanced metering technology and related infrastructure will provide, in the next several years, the ability for features such as two-way communication, hourly usage information and electric-price information.

Distribution -- The local wires, transformers, substations and other equipment used to distribute and deliver electricity to end-use consumers from high-voltage transmission lines.

Distribution Charges -- Charges for the use of local wires and other equipment that deliver electricity to consumers and for energy efficiency programs that conserve energy and reduce demand.

Electric Distribution Company (EDC) -- The company that owns the power lines and equipment necessary to deliver purchased electricity to the customer.

Estimated Meter Reading -- Amount of electricity we determine that you may have used during the month, based on your prior electric use and weather conditions. We send you an estimated bill for the months when we have not read your meter.

Kilowatt-Hour (kWh) -- The basic unit of electric energy for which most customers are charged. The amount of electricity used by 10 100-watt light bulbs left on for one hour. Consumers are charged for electricity in cents per kilowatt-hour.

Multipiler -- A number we use to convert the difference between your meter readings to kilowatt-hours and to show your actual electric usage. Most residential meters have a multiplier of 12.

Non-Basic / Special Charges -- Any category of service not related to basic service (supply, transmission and distribution charges).

Supplier (Electricity Supplier) -- A person or corporation, generator, broker, marketer, aggregator or any other entity that sells electricity to customers using the transmission or distribution facilities of an electric distribution company (EDC).

Supply/Generation -- Production of electricity from a power plant.

Supply/Generation Charges -- Charges for production of electricity.

Transmission -- Interconnecting electric lines which move high-voltage electricity from where it is produced to the point of distribution to customers.

Transmission Charges -- Charges for moving high-voltage electricity from a supply facility to the distribution lines of an electric distribution company.

Special Services

Customer Protection Plan -- An injury, illness or vacation could prevent you from reading your mail as you usually would. At your request, we will send a copy of any Duquesne Light past-due notice to a person of your choice.

Employee I.D. Program -- All Duquesne Light employees have a photo-identification card. For your protection, ask to see it!

Customer Assistance Program -- Duquesne Light may be able to help you reduce your bills, arrange an affordable payment or provide information on cash grants, household budgeting or financial counseling. Our goal is to help eligible customers maintain their electric service. If you need help paying your bills, call and speak to a Customer Assistance Program specialist at 412-393-7600.

Billing and Payment Conveniences

e-Bill service -- Our free on-line bill presentment service. Once enrolled, you will no longer receive paper bills. You will receive an e-mail notification that your bill is available to view. You can sign up at www.duquesnelight.com

Automatic Bill Payment (ElectriCheck) -- Our free service to have your bill payment automatically deducted from your bank account on the due date of the bill. You can sign up at www.duquesnelight.com.

Schedule an On-line Payment -- A free service to have your payment deducted from your bank account on the date you choose.

Make a One-Time Payment -- Credit card/check services. Go to our website at www.duquesnelight.com or call 1-866-526-0815. Fees apply.

Budget Payment Plan -- Helps you level out your monthly payments.

U.S. Mail -- Use the payment coupon and envelope we provide to return your payment to us.

How to Reach Us

Visit our Website at: www.duquesnelight.com

Call us for: General Information: 1-888-393-7100 or 1-412-393-7100
Credit & Collection: 412-393-7200
Emergencies: 1-888-393-7000 or 1-412-393-7000

Write us at: Customer Care Department
Duquesne Light Company
411 Seventh Avenue, MD 6-1
Pittsburgh, PA 15230-1930

Please call, email or write our business office for a copy of our rate schedules. For questions about your bill, please contact us before the bill due date.

Complete the information at the right to correct your name or mailing address.

If you are moving and need to have your service turned on or off, you must call Customer Care at 412-393-7100.

For changes or corrections to be processed, check the box on the front the coupon.

PAYMENT MUST BE MAILED

Reason for change: _____

Name: _____

Street address: _____

City: _____

State: _____ Zip: _____

Phone--home: (____) _____

Phone--other: (____) _____

Monthly Pledge to Dollar Energy Fund \$1.00 \$2.00 or other \$____.00



Customer Name and Service Address:
 ROBERT J KRAMER
 111 GREEN FOREST DR
 BADEN, PA 15005-9623
 BILL ID: [REDACTED]

Account Number: [REDACTED]
 Rate: RA-Res Add-On Heat Pump
 Date Prepared: 02/02/15

Duquesne Light Company Information	Duquesne Light Company Basic Service Charges												
<p>Important Information: \$\$\$ Low Income Home Energy Assistance Program (LIHEAP) funds are available. Please call 1-888-393-7600 for an application today! \$\$\$</p> <p>Duquesne Light's WATT CHOICES offers energy efficiency programs to help customers save money by conserving energy and reducing demand. To participate or to learn more about these programs, visit www.wattchoices.com or call 1-888-WATTLEY.</p> <p>Need to reach us? Call (412) 393-7100 or on the web @www.duquesnelight.com</p> <p>You can join our Budget Plan by calling us at (412) 393-7100. If eligible, the Budget Plan will begin with your next bill. For this bill, please pay the Amount Due shown.</p>	<table border="0"> <tr> <td colspan="2">Current Charges</td> </tr> <tr> <td>Customer Charge</td> <td style="text-align: right;">14.69</td> </tr> <tr> <td>Distribution 2928.6000 kWh@ 1.970600¢</td> <td style="text-align: right;">57.71</td> </tr> <tr> <td>Pennsylvania Tax Adjustment</td> <td style="text-align: right;">-0.02</td> </tr> <tr> <td>Total Current Charges</td> <td style="text-align: right;">\$72.38</td> </tr> <tr> <td>DLC Basic Service Charges</td> <td style="text-align: right;">\$72.38</td> </tr> </table>	Current Charges		Customer Charge	14.69	Distribution 2928.6000 kWh@ 1.970600¢	57.71	Pennsylvania Tax Adjustment	-0.02	Total Current Charges	\$72.38	DLC Basic Service Charges	\$72.38
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Total Current Charges	\$72.38												
DLC Basic Service Charges	\$72.38												
<p>The Price to Compare for your rate class is 7.98 cents/kWh. It will change every June and December. For more information & supplier offers visit www.PAPowerSwitch.com and www.oca.state.pa.us.</p>													



Customer Name and Service Address:
 ROBERT J KRAMER
 111 GREEN FOREST DR
 BADEN, PA 15005-9823
 BILL ID: [REDACTED]

Account Number: [REDACTED]
 Rate: RA-Res Add-On Heat Pump
 Date Prepared: 02/02/15

Supplier Basic Service Charges	General & Supplier Information
<p>Current Charges</p> <p>Generation-Trans 2928.6000kWh @ 6.3500¢ 185.97</p> <p>Total Current Charges <u>\$185.97</u></p> <p>Supplier Basic Service Charges <u>\$185.97</u></p>	<p>Supplier Agreement ID: 4048350464</p> <p>FIRST ENERGY SOLUTIONS CORP 341 WHITE POND DRIVE A-WAC-B2 AKRON, OH 44320</p> <p>For questions regarding the supplier portion of your bill, call FirstEnergy Solutions Corp at 1-888-254-6359.</p> <ul style="list-style-type: none"> • Generation/Supply prices and charges are set by the electric generation supplier you have chosen. • The Public Utility Commission regulates distribution prices and services. • The Federal Energy Regulatory Commission regulates transmission prices and services.

Non-Basic Service / Special Charges

Currently you are not subscribing to any Non-Basic Services.

RULES AND REGULATIONS - (Continued)

MEASUREMENT AND USE OF SERVICE - (Continued)**14.2 CUSTOMER REQUEST FOR SPECIAL METERING – (Continued)**

The Company has adopted a program that provides all customers with meters to provide data for normal monthly billing services. In the event that a residential or small commercial customer, or an EGS on behalf of a residential or small commercial customer, requests an upgrade to an Alpha Powerplus meter, which the Company provides for large commercial and industrial customers, installation of that meter will be provided at a cost of \$586.00, plus additional costs for the appropriate communication/system infrastructure. These net incremental charges, as set forth in the Company's Advance Meter Catalog, may be paid to the Company by either the customer or the EGS, or jointly by the customer and the EGS pursuant to a mutual agreement.

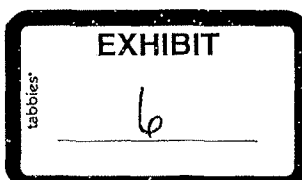
Act 129 of 2008 ("Act") required electric distribution companies ("EDCs") with at least 100,000 customers to file a Smart Meter Procurement and Installation Plan ("Plan") for Commission approval. The Commission's Smart Meter Procurement and Installation Implementation Order entered June 24, 2009, at Docket No. M-2009-2092655 set forth additional details for EDCs and rules for customers who request a smart meter prior to the EDC installing a smart meter on their premise. For customers who request a smart meter installed at their premise prior to October 2012, the Company will install an interval meter in lieu of a smart meter. The meter will be provided at a cost of \$586.00, as specified above, plus \$719.00 for the appropriate communication/system infrastructure. For a customer requesting pulse data from the interval meter, an additional charge of \$197.00 will apply. The requesting customer's account must be current and all payments must be made up-front prior to installation.

14.3 SUB-METERING If a customer wishes to have metering installed in addition to the Company installed meter, the meter must be installed on the customers electrical system and at the expense of the customer.

15. INABILITY TO READ RESIDENTIAL METERS When scheduled readings of kilowatt-hour meters are not obtained because of inability to gain access to the meter location, the customer may read his meter and furnish the Company the reading on cards supplied by the Company, or by telephone to the Company, in which case the bill will be rendered on the basis of such reading; otherwise, the Company will estimate the bill. No more than five (5) successive bills will be rendered on readings made by the customer.

15.1 INABILITY TO READ COMMERCIAL OR INDUSTRIAL METERS When scheduled readings of kilowatt-hour and demand meters are not obtained, the Company may render an interim statement for each month until the meters are read.

16. USE OF SERVICE BY CUSTOMER The customer shall use the electric service only at the premise where service is established; and after electric service has been established, shall notify the Company of any change in connected load, demand, or other conditions of use. The customer shall notify the Company of other on site sources of electric generation or electricity concurrently produced as a by-product of another process or electricity produced utilizing renewable resources. Customers who own and operate electric generation equipment shall conform with the Company's "Electric Service Installation Rules," copies of which may be obtained by calling, e-mailing or writing the Company's business office or at www.duquesnelight.com. For customers who own and operate electric generation, the provisions of Rider No. 16 - Service to Non-Utility Generating Facilities and Rider No. 21 - Net Metering Service may also apply. (C)



(C) – Indicates Change

ISSUED: APRIL 12, 2011

EFFECTIVE: APRIL 21, 2011

RATE RH - RESIDENTIAL SERVICE HEATING

AVAILABILITY

Available to residential or combined residential and farm customers using the Company's standard low voltage service for lighting, appliance operation, general household purposes and for commercial or professional activity where associated consumption represents less than 25% of the total monthly usage at the premise, and as the sole primary method of space heating except that the space heating system may be supplemented with renewable energy sources such as solar, wind, wood, or hydro.

Available only when supplied at 240 volt (or less) single phase service through a single meter directly by the Company to a single family dwelling or to an individual dwelling unit in a multiple dwelling structure. For the purposes of this rate, a dwelling unit is defined as one or more rooms arranged for the use of one or more individuals for shelter, sleeping, dining, and with permanent provisions for cooking and sanitation.

MONTHLY RATE

DISTRIBUTION CHARGES

Customer Charge.....\$10.00 (I)

Winter Monthly Rate — For the Billing Months of November through April:

Energy Charge.....3.5845 cents per kilowatt hour (I)

Summer Monthly Rate — For the Billing Months of May through October:

Energy Charge.....4.7172 cents per kilowatt hour (I)

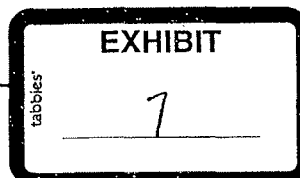
SUPPLY CHARGES

Customers who elect to purchase their electric supply requirements from the Company will do so under the provisions of Rider No. 8 – Default Service Supply and will be billed in accordance with the terms contained therein.

ELECTRIC CHARGES

The Supply Charges for residential customers will be updated through competitive requests for proposal as described in Rider No. 8 – Default Service Supply. The Supply rate shall be determined based on the formula described in the "Calculation of Rate" section in Rider No. 8. Applicability of the Supply rate to residential customers shall be as described in Rider No. 8 and for the effective period defined in Rider No. 8.

The Company will provide and charge for transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff.



RATE RH - RESIDENTIAL SERVICE HEATING - (Continued)**MONTHLY RATE - (Continued)****ELECTRIC CHARGES – (Continued)**

Customers who elect to purchase their electric energy supply requirements from an EGS will be charged the Distribution Charges by the Company and must purchase their transmission and supply requirements from their selected EGS. Customers may change suppliers or return to the Company for electric supply requirements as defined in Rule No. 45.

For customers who elect to purchase their supply from an EGS, the customer is responsible for any other charges from the EGS. Any month in which the EGS becomes unavailable or during which the customer has not chosen an EGS, the Company will supply electricity at the above Distribution Charges, the Supply Charges in Rider No. 8 and the Transmission Service Charges in Appendix A.

Customers who choose an EGS may select Consolidated Billing or Separate Billing as defined in Rule No. 20.1.

MINIMUM CHARGE

The Minimum Charge shall be the Customer Distribution Charge.

RIDERS

Bills rendered under this schedule are subject to the charges stated in any applicable rider.

LATE PAYMENT CHARGE

Bills will be calculated on the rates stated herein, and are due and payable on or before twenty days from the date of mailing of the bill to the ratepayer. The bill is overdue when not paid on or before the due date indicated on the bill. An overdue bill is subject to a Late Payment Charge of 1.25% interest per month on the full unpaid and overdue balance of the charges billed by the Company including EGS charges for those customers who have selected consolidated billing. The Late Payment Charge shall be calculated on the overdue portion(s) of the charges on the bill and shall not be charged against any sum that falls due during a current billing period. A Late Payment Charge on a disputed bill may be reduced or eliminated by the Company, or upon order by the Commission, to facilitate payment by the disputing customer.

On an interim basis, this Late Payment Charge will be applied to unpaid Late Payment Charges that were previously issued, consistent with the Pennsylvania Public Utility Commission Order issued on January 29, 2015, in Docket No. P-2014-2450281. (C)

(C) – Indicates Change

ISSUED: FEBRUARY 3, 2015

EFFECTIVE: FEBRUARY 4, 2015

RATE RH - RESIDENTIAL SERVICE HEATING - (Continued)

SPECIAL PROVISIONS

RESIDENTIAL GARAGE

A separately metered 240 volt (or less) single phase service to a detached residential garage utilized solely for storing a residential customer's vehicle(s) and that is located on the same property as the residential customer's dwelling unit will be considered residential use and may be served under the terms of this rate. To be served under the terms of this rate, the garage must use the Company's service as the sole primary method for space heating maintaining a winter time temperature of 55^o F. or more.

SPACE HEATING EQUIPMENT

Space heating equipment must be permanently installed, thermostatically controlled and must be approved by the Company.

Any renewable energy source system that produces electric energy may not be interconnected with circuits supplied by the Company's service except upon written approval from the Company.

(C)

RATE RA - RESIDENTIAL SERVICE ADD-ON HEAT PUMP

AVAILABILITY

Available to residential or combined residential and farm customers using the Company's standard low voltage service for lighting, appliance operation, general household purposes and for commercial or professional activity where associated consumption represents less than 25% of the total monthly usage at the premise, and an add-on heat pump for space heating. Other energy sources may be used to supplement the add-on heat pump provided that the supplemental energy source is thermostatically controlled to operate only when the outdoor temperature falls to at least 40^o F and the add-on heat pump cannot provide the total heating requirements.

Available only when supplied at 240 volt (or less) single phase service through a single meter directly by the Company to a single family dwelling or to an individual dwelling unit in a multiple dwelling structure. For the purposes of this rate, a dwelling unit is defined as one or more rooms arranged for the use of one or more individuals for shelter, sleeping, dining, and with permanent provisions for cooking and sanitation.

MONTHLY RATE

DISTRIBUTION CHARGES

Customer Charge.....\$10.00 (I)

Winter Monthly Rate — For the Billing Months of November through April:

Energy Charge.....1.1586 cents per kilowatt hour (I)

Summer Monthly Rate — For the Billing Months of May through October:

Energy Charge.....4.7172 cents per kilowatt hour (I)

SUPPLY CHARGES

Customers who elect to purchase their electric supply requirements from the Company will do so under the provisions of Rider No. 8 – Default Service Supply and will be billed in accordance with the terms contained therein.

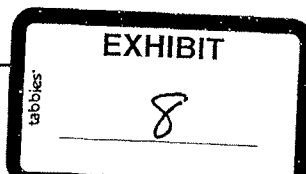
ELECTRIC CHARGES

The Supply Charges for residential customers will be updated through competitive requests for proposal as described in Rider No. 8 – Default Service Supply. The Supply rate shall be determined based on the formula described in the "Calculation of Rate" section in Rider No. 8. Applicability of the Supply rate to residential customers shall be as described in Rider No. 8 and for the effective period defined in Rider No. 8.

The Company will provide and charge for transmission service consistent with the PJM Open Access Transmission Tariff approved or accepted by the Federal Energy Regulatory Commission for customers who receive Default Service from the Company. The Transmission Service Charges are included, for informational purposes, in Appendix A of this Tariff.

(I) – Indicates Increase

ISSUED: APRIL 29, 2014



EFFECTIVE: MAY 1, 2014

RATE RA - RESIDENTIAL SERVICE ADD-ON HEAT PUMP - (Continued)

MONTHLY RATE - (Continued)

ELECTRIC CHARGES -- (Continued)

Customers who elect to purchase their electric energy supply requirements from an EGS will be charged the Distribution Charges by the Company and must purchase their transmission and supply requirements from their selected EGS. Customers may change suppliers or return to the Company for electric supply requirements as defined in Rule No. 45.

For customers who elect to purchase their supply from an EGS, the customer is responsible for any other charges from the EGS. Any month in which the EGS becomes unavailable or during which the customer has not chosen an EGS, the Company will supply electricity at the above Distribution Charges, the Supply Charges in Rider No. 8 and the Transmission Service Charges in Appendix A.

Customers who choose an EGS may select Consolidated Billing or Separate Billing as defined in Rule No. 20.1.

MINIMUM CHARGE

The Minimum Charge shall be the Customer Distribution Charge.

RIDERS

Bills rendered under this schedule are subject to the charges stated in any applicable rider.

LATE PAYMENT CHARGE

Bills will be calculated on the rates stated herein, and are due and payable on or before twenty days from the date of mailing of the bill to the ratepayer. The bill is overdue when not paid on or before the due date indicated on the bill. An overdue bill is subject to a Late Payment Charge of 1.25% interest per month on the full unpaid and overdue balance of the charges billed by the Company including EGS charges for those customers who have selected consolidated billing. The Late Payment Charge shall be calculated on the overdue portion(s) of the charges on the bill and shall not be charged against any sum that falls due during a current billing period. A Late Payment Charge on a disputed bill may be reduced or eliminated by the Company, or upon order by the Commission, to facilitate payment by the disputing customer.

On an interim basis, this Late Payment Charge will be applied to unpaid Late Payment Charges that were previously issued, consistent with the Pennsylvania Public Utility Commission Order issued on January 29, 2015, in Docket No. P-2014-2450281.

(C)

(C) -- Indicates Change

RATE RA - RESIDENTIAL SERVICE ADD-ON HEAT PUMP - (Continued)

SPECIAL PROVISIONS

SPACE HEATING EQUIPMENT

Space heating equipment must be permanently installed, thermostatically controlled and must be approved by the Company.

The add-on heat pump and supplemental heating device must be equipped with a thermostatically operated control system which operates the add-on heat pump as the primary heating system until the outdoor temperature falls to at least 40^o F.

(C)

(C) – Indicates Change

ISSUED: JANUARY 23, 2012

EFFECTIVE: MARCH 23, 2012

Duquesne Light Company - Statement of Account Report

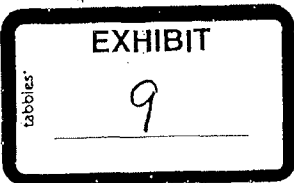
Customer: KRAMER, ROBERT J

Case #: F-2015-2499181

Account #: [REDACTED]

Statement Dates: 12/22/2009 - 11/28/2014

Service Address: 111 GREEN FOREST DR BADEN PA 15005-9623



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
12/22/09									\$138.73				\$0.00
01/04/10	01/04/10	34	9973	Act - DLC Payment	3192	93.9	0	1206	\$314.25	01/25/10			\$314.25
01/25/10									\$314.25				\$0.00
02/02/10	02/02/10	29	0275	Act - DLC Payment	3624	125	0	1100	\$378.89	02/23/10			\$378.89
02/23/10									\$378.89				\$0.00
03/03/10	03/03/10	29	0572	Act - DLC Payment	3564	122.9	0	1090	\$372.91	03/24/10			\$372.91
03/24/10									\$372.91				\$0.00
04/01/10	04/01/10	29	0692	Act - DLC Payment	1440	49.7	0	568	\$160.86	04/26/10			\$160.86
04/26/10									\$160.86				\$0.00
05/03/10	05/03/10	32	0767	Act - DLC Payment	900	28.1	32	298	\$107.25	05/24/10			\$107.25
05/24/10									\$107.25				\$0.00
06/02/10	06/02/10	30	0820	Act - DLC Payment	636	21.2	83	116	\$83.38	06/23/10			\$83.38
06/23/10									\$83.38				\$0.00
07/01/10	07/01/10	29	0880	Act - DLC Payment	720	24.8	180	17	\$93.83	07/22/10			\$93.83
07/22/10									\$93.83				\$0.00
08/02/10	08/02/10	32	0963	Act - DLC Payment	996	31.1	362	2	\$127.09	08/23/10			\$127.09
08/23/10									\$127.09				\$0.00
08/31/10	08/31/10	29	1039	Act - DLC Payment	912	31.4	278	1	\$117.31	09/21/10			\$117.31
09/21/10									\$117.31				\$0.00
09/30/10	09/30/10	30	1090	Act - DLC Payment	612	20.4	93	65	\$80.45	10/21/10			\$80.45
10/21/10									\$80.45				\$0.00
10/29/10	10/29/10	29	1155	Act - DLC Payment	780	26.9	3	312	\$100.54	11/22/10			\$100.54
11/22/10									\$100.54				\$0.00
11/30/10	11/30/10	32	1304	Act - DLC Payment	1788	55.9	0	719	\$195.53	12/21/10			\$195.53
12/21/10									\$195.53				\$0.00
01/03/11	01/03/11	34	1663	Act - DLC Payment	4308	126.7	0	1303	\$447.42	01/24/11			\$447.42
02/01/11	02/01/11	29	2052	Act - DLC Payment	4668	161	0	1201	\$524.85	02/22/11		\$-0.01	\$972.27
02/25/11									\$399.99				\$572.27
03/02/11	03/02/11	29	2330	Act - DLC Payment	3336	115	0	957	\$380.12	03/23/11			\$952.39
03/21/11									\$214.00				\$738.39
03/31/11	03/31/11	29	2466	Act - DLC Payment	1632	56.3	0	730	\$55.07	04/21/11			\$793.46
03/31/11									\$117.34				\$910.80
04/20/11									\$188.00				\$722.80

Act - Actual Bill

Est - Estimated Bill

DLC - Duquesne Light Company

SUP - Supplier

Type Descriptions

Duquesne Light Company - Statement of Account Report

05/02/11	05/02/11	32	2560	Act - DLC	1128	35.3	15	370	\$47.75	05/23/11	\$770.55
05/02/11				Act - SUP					\$81.10	05/23/11	\$851.65
05/23/11				Payment					\$201.00		\$650.65
06/01/11	06/01/11	30	2624	Act - DLC	768	25.6	100	132	\$47.56	06/22/11	\$698.21
06/01/11				Act - SUP					\$55.22	06/22/11	\$753.43
06/22/11				Payment					\$203.00		\$550.43
06/30/11	06/30/11	29	2681	Act - DLC	684	23.6	162	14	\$43.25	07/21/11	\$593.68
06/30/11				Act - SUP					\$49.18	07/21/11	\$642.86
07/21/11				Payment					\$205.00		\$437.86
08/01/11	08/01/11	32	2766	Act - DLC	1020	31.9	394	0	\$60.87	08/22/11	\$498.73
08/01/11				Act - SUP					\$73.34	08/22/11	\$572.07
08/22/11				Payment					\$203.00		\$369.07
08/31/11	08/31/11	30	2827	Act - DLC	732	24.4	236	0	\$45.89	09/21/11	\$414.96
08/31/11				Act - SUP					\$52.63	09/21/11	\$467.59
09/21/11				Payment					\$204.00		\$263.59
09/30/11	09/30/11	30	2878	Act - DLC	612	20.4	106	86	\$39.64	10/24/11	\$303.23
09/30/11				Act - SUP					\$44.00	10/24/11	\$347.23
10/24/11				Payment					\$203.00		\$144.23
10/31/11	10/31/11	31	2963	Act - DLC	1020	32.9	0	372	\$60.96	11/21/11	\$205.19
10/31/11				Act - SUP					\$73.34	11/21/11	\$278.53
11/21/11				Payment					\$203.00		\$75.53
12/01/11	12/01/11	31	3065	Act - DLC	1224	39.5	0	567	\$57.56	12/22/11	\$133.09
12/01/11				Act - SUP					\$88.01	12/22/11	\$221.09
12/22/11				Payment					\$204.99		\$16.10
01/03/12	01/03/12	33	3236	Act - DLC	2052	62.2	0	918	\$90.47	01/24/12	\$106.57
01/03/12				Act - SUP					\$147.54	01/24/12	\$254.11
01/24/12				Payment					\$209.00		\$45.11
02/01/12	02/01/12	29	3408	Act - DLC	2064	71.2	0	898	\$83.78	02/22/12	\$128.89
02/01/12				Act - SUP					\$148.40	02/22/12	\$277.29
02/22/12				Payment					\$188.00		\$89.29
03/01/12	03/01/12	29	3545	Act - DLC	1644	56.7	0	853	\$68.34	03/22/12	\$157.63
03/01/12				Act - SUP					\$118.20	03/22/12	\$275.83
03/22/12				Payment					\$165.00		\$110.83
03/30/12	03/30/12	29	3624	Act - DLC	948	32.7	9	384	\$42.74	04/23/12	\$153.57
03/30/12				Act - SUP					\$68.16	04/23/12	\$221.73
04/23/12				Payment					\$149.00		\$72.73
05/01/12	05/01/12	32	3709	Act - DLC	1020	31.9	12	452	\$45.60	05/22/12	\$118.33
05/01/12				Act - SUP					\$73.34	05/22/12	\$191.67
05/22/12				Payment					\$143.00		\$48.67
05/31/12	05/31/12	30	3757	Act - DLC	576	19.2	129	62	\$35.60	06/21/12	\$84.27
05/31/12				Act - SUP					\$41.41	06/21/12	\$125.68
06/21/12				Payment					\$143.00		\$-17.32

Act - Actual Bill

Est - Estimated Bill

DLC - Duquesne Light Company

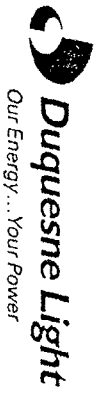
SUP - Supplier

Type Descriptions

Duquesne Light Company - Statement of Account Report

06/29/12	06/29/12	29	3808	Act - DLC	612	21.1	176	26	\$37.41	07/23/12	\$20.09
06/29/12				Act - SUP					\$44.00	07/23/12	\$64.09
07/23/12				Payment					\$140.00		\$-75.91
07/31/12	07/31/12	32	3888	Act - DLC	960	30	383	0	\$54.26	08/21/12	\$-21.65
07/31/12				Act - SUP					\$69.02	08/21/12	\$47.37
08/01/12				Correction					\$21.65		\$69.02
08/21/12				Payment					\$140.00		\$-92.63
08/30/12	08/30/12	30	3946	Act - DLC	696	23.2	203	2	\$41.53	09/20/12	\$-51.10
08/30/12				Act - SUP					\$50.04	09/20/12	\$-1.06
08/31/12				Correction					\$51.10		\$50.04
08/31/12				Correction					\$1.06		\$-1.06
09/20/12				Payment					\$140.00		\$-141.06
10/01/12	10/01/12	32	4002	Act - DLC	672	21	103	142	\$41.11	10/22/12	\$-99.95
10/01/12				Act - SUP					\$48.32	10/22/12	\$-51.63
10/02/12				Correction					\$99.95		\$48.32
10/02/12				Correction					\$51.63		\$-51.63
10/22/12				Payment					\$139.00		\$-190.63
10/31/12	10/30/12	29	4069	Act - DLC	804	27.7	11	322	\$46.43	11/21/12	\$-144.20
10/31/12				Act - SUP					\$57.81	11/21/12	\$-86.39
11/01/12				Correction					\$144.20		\$57.81
11/01/12				Correction					\$86.39		\$-86.39
11/21/12				Payment					\$140.00		\$-226.39
11/30/12	11/30/12	31	4200	Act - DLC	1572	50.7	0	781	\$66.84	12/24/12	\$-159.55
11/30/12				Act - SUP					\$99.04	12/24/12	\$-60.51
12/03/12				Correction					\$159.55		\$99.04
12/03/12				Correction					\$60.51		\$-60.51
01/02/13	01/02/13	33	4361	Act - DLC	1932	58.5	0	906	\$80.16	01/23/13	\$19.65
01/02/13				Act - SUP					\$122.68	01/23/13	\$142.33
01/23/13				Payment					\$127.00		\$15.33
01/31/13	01/31/13	29	4554	Act - DLC	2316	79.9	0	946	\$96.22	02/21/13	\$111.55
01/31/13				Act - SUP					\$147.07	02/21/13	\$258.62
02/21/13				Payment					\$126.00		\$132.62
03/01/13	03/01/13	29	4744	Act - DLC	2280	78.6	0	1046	\$94.84	03/25/13	\$227.46
03/01/13				Act - SUP					\$144.78	03/25/13	\$372.24
03/25/13				Payment					\$129.00		\$243.24
04/02/13	04/02/13	32	4916	Act - DLC	2064	64.5	0	917	\$86.56	04/23/13	\$329.80
04/02/13				Act - SUP					\$131.06	04/23/13	\$460.86
04/23/13				Payment					\$134.00		\$326.86
05/01/13	05/01/13	29	4993	Act - DLC	924	31.9	14	330	\$43.13	05/22/13	\$369.99
05/01/13				Act - SUP					\$58.67	05/22/13	\$428.66
05/22/13				Payment					\$143.00		\$285.66
05/31/13	05/31/13	30	5044	Act - DLC	612	20.4	88	156	\$37.93	06/24/13	\$323.59

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



ACCOUNT STATEMENT

Account Number: [REDACTED]
 Customer Name: KRAMER, ROBERT J
 Mailing Address: 111 GREEN FOREST DR
 BADEN PA 15005

Date Requested: 12-Nov-2015
 From: 31-Oct-2014
 To: 16-Nov-2015

Transaction Date	Meter Read Date	Billing Days	Type	Consumption KWH	Average Daily Consumption KWH	Due Date	Bill/Pynt/Adj Amount	Balance
10/31/2014								\$186.87
12/02/2014	12/01/2014	31	Payment				-\$171.00	\$15.87
12/02/2014	12/01/2014	31	Act-DLC	1,693.0000	54.6	12/23/2014	\$74.74	\$90.61
12/02/2014	12/01/2014	31	Act-SUP	1,693.0000	54.6	12/23/2014	\$107.53	\$198.14
01/04/2015	12/31/2014	30	Act-SUP	1,866.0000	62.2	01/26/2015	\$118.51	\$316.65
01/04/2015	12/31/2014	30	Act-DLC	1,866.0000	62.2	01/26/2015	\$77.59	\$394.24
01/07/2015	12/31/2014	30	Act-DLC	1,866.0000	62.2	01/28/2015	\$77.59	\$275.73
01/07/2015	12/31/2014	30	Act-SUP	1,866.0000	62.2	01/28/2015	\$118.51	\$394.24
01/26/2015			Payment				-\$194.51	\$199.73
01/28/2015			Payment				-\$1.59	\$198.14
02/02/2015	01/30/2015	30	Act-DLC	2,929.0000	97.6	02/23/2015	\$72.38	\$270.52
02/02/2015	01/30/2015	30	Act-SUP	2,929.0000	97.6	02/23/2015	\$185.97	\$456.49
02/23/2015			Payment				-\$258.35	\$198.14
03/03/2015	03/02/2015	31	Act-DLC	4,191.0000	135.2	03/24/2015	\$97.25	\$295.39
03/03/2015	03/02/2015	31	Act-SUP	4,191.0000	135.2	03/24/2015	\$266.10	\$561.49
03/24/2015			Payment				-\$363.35	\$198.14
04/01/2015	03/31/2015	29	Act-DLC	1,952.0000	67.3	04/22/2015	\$53.15	\$251.29
04/01/2015	03/31/2015	29	Act-SUP	1,952.0000	67.3	04/22/2015	\$123.96	\$375.25

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



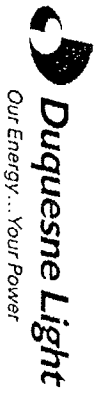
ACCOUNT STATEMENT

Account Number: [REDACTED]
 Customer Name: KRAMER, ROBERT J
 Mailing Address: 111 GREEN FOREST DR
 BADEN PA 15005

Date Requested: 12-Nov-2015
 From: 31-Oct-2014
 To: 16-Nov-2015

Transaction Date	Meter Read Date	Billing Days	Type	Consumption KWH	Average Daily Consumption KWH	Due Date	Bill/Pymt/Adj Amount	Balance
04/22/2015			Payment				-\$177.11	\$198.14
05/03/2015	04/30/2015	30	Act-DLC	899.0000	30.0	05/26/2015	\$31.13	\$229.27
05/03/2015	04/30/2015	30	Act-SUP	899.0000	30.0	05/26/2015	\$57.10	\$286.37
05/26/2015			Payment				-\$88.23	\$198.14
06/01/2015	06/01/2015	32	Act-DLC	611.0000	19.1	06/22/2015	\$47.19	\$245.33
06/01/2015		13	Act-SUP	0.0000	0.0	06/22/2015	\$21.80	\$267.13
06/01/2015		19	Act-DLC	0.0000	0.0	06/22/2015	\$21.32	\$288.45
06/22/2015			Payment				-\$90.31	\$198.14
07/01/2015	06/30/2015	29	Act-DLC	606.0000	20.9	07/22/2015	\$46.95	\$245.09
07/01/2015	06/30/2015	29	Act-DLC	606.0000	20.9	07/22/2015	\$46.96	\$292.05
07/22/2015			Payment				-\$93.91	\$198.14
08/02/2015	07/30/2015	30	Act-DLC	796.0000	26.5	08/24/2015	\$56.97	\$255.11
08/02/2015	07/30/2015	30	Act-DLC	796.0000	26.5	08/24/2015	\$61.69	\$316.80
08/19/2015			Dispute SA				-\$316.80	\$0.00
09/01/2015	08/31/2015	32	Act-DLC	693.0000	21.7	09/22/2015	\$51.28	\$51.28
09/01/2015	08/31/2015	32	Act-DLC	693.0000	21.7	09/22/2015	\$53.71	\$104.99
09/02/2015			Transfer Adjustment - Printed				-\$45.24	\$59.75

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



ACCOUNT STATEMENT

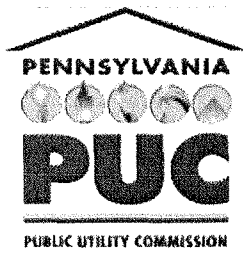
Account Number: [REDACTED]
 Customer Name: KRAMER, ROBERT J
 Mailing Address: 111 GREEN FOREST DR
 BADEN PA 15005

Date Requested: 12-Nov-2015
 From: 31-Oct-2014
 To: 16-Nov-2015

Transaction Date	Meter Read Date	Billing Days	Type	Consumption KWH	Average Daily Consumption KWH	Due Date	Bill/Pymt/Adj Amount	Balance
09/02/2015			Payment				-\$316.80	-\$257.05
09/22/2015			Payment				-\$104.99	-\$362.04
10/01/2015	09/30/2015	30	Act-DLC	712.0000	23.7	10/22/2015	\$52.20	\$309.84
10/01/2015	09/30/2015	30	Act-DLC	712.0000	23.7	10/22/2015	\$55.19	-\$254.65
10/19/2015			Payment				-\$62.45	-\$317.10
11/01/2015	10/29/2015	29	Act-DLC	783.0000	27.0	11/23/2015	\$55.94	-\$261.16
11/01/2015	10/29/2015	29	Act-DLC	783.0000	27.0	11/23/2015	\$60.68	-\$200.48
11/13/2015			Payment				\$116.32	-\$316.80

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

**MOTION TO CORRECT
NOVEMBER 24, 2015
HEARING TRANSCRIPT**



PENNSYLVANIA
PUBLIC UTILITY COMMISSION

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eFiling Confirmation	
Docket Number:	F-2015-2499181
Description:	ROBERT KRAMER V. DUQUESNE LIGHT COMPANY
Transmission Date:	4/5/2016 2:30:20 PM
Filed On:	4/5/2016 2:30:20 PM
eFiling Confirmation Number:	1628171

Uploaded File List

File Name	Document Class	Document Type
Kramer.PDF	Supporting Documentation	Motion

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April 5, 2016

Via Electronic Filing

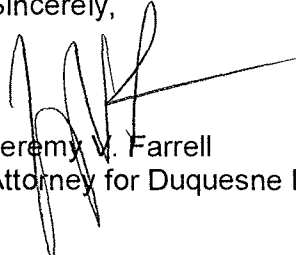
Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

RE: Robert J. Kramer v. Duquesne Light Company
Docket No. F-2015-2499181

Dear Secretary Chiavetta:

Enclosed please find Duquesne Light Company's Motion to Correct Transcript. 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: Robert J. Kramer (with enclosure)

LIT:603417-1 014657-158498

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

ROBERT J. KRAMER,

Complainant,

vs.

DUQUESNE LIGHT COMPANY,

Respondent.

No: F-2015-2499181

MOTION TO CORRECT TRANSCRIPT

Filed on behalf of Respondent
Duquesne Light Company

Counsel of Record for this Party:

Jeremy V. Farrell, Esquire
PA I.D. No. 316258
(412) 594-3938

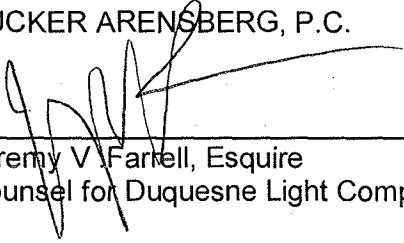
1500 One PPG Place
Pittsburgh, PA 15222
Counsel for Respondent

NOTICE TO PLEAD

TO: COMPLAINANT, ROBERT J. KRAMER

YOU ARE HEREBY NOTIFIED TO FILE A WRITTEN RESPONSE TO THE WITHIN MOTION TO STRIKE OF RESPONDENT, DUQUESNE LIGHT COMPANY, WITHIN TEN (10) DAYS OF SERVICE HEREOF, OR THIS MOTION MAY BE GRANTED AS SET FORTH IN 52 PA CODE § 5.253(F).

TUCKER ARENSBERG, P.C.



Jeremy V. Farrell, Esquire
Counsel for Duquesne Light Company

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

ROBERT J. KRAMER,	:	
	:	
Complainant,	:	
	:	
vs.	:	No: F-2015-2499181
	:	
DUQUESNE LIGHT COMPANY,	:	
	:	
Respondent.	:	

MOTION TO CORRECT TRANSCRIPT

Pursuant to 52 Pa. Code. § 5.253, Respondent Duquesne Light Company (“Duquesne Light”) files the following Motion to Correct Transcript:

1. An initial telephone hearing was held in the instant matter on November 25, 2015. The court reporting agency utilized during the initial telephonic hearing was Commonwealth Reporting Company, and the court reporter was Barbara Heinlein. Administrative Law Judge Dunderdale rendered her Initial Decision on March 3, 2016, which assessed penalties against Duquesne Light and awarded relief to Complainant. Contemporaneous with the filing of this Motion, Duquesne Light is filing Exceptions to the Initial Decision.

2. On March 29, 2016, undersigned counsel’s review of the transcript for the initial telephonic hearing indicated that the word “before” may have been improperly omitted from page 32, line 20 of the transcript. The pertinent exchange reads as follows, with the omitted word set forth in brackets:

Q. Based on your investigation, Ms. Mueller, are there any records indicating that before December 2nd of 2014 Mr. Kramer contacted Duquesne Light to request a different rate?

A. No.

Q. No, he did not?

A. No, he did not contact us.

Q. Based on your investigation, are there any records [before] the date of December 2nd, 2014 in which Mr. Kramer informed Duquesne Light that his property utilized an add-on heat pump?

A. He did not.

Tr., p. 32. A copy of the pertinent pages of the hearing transcript are attached as Exhibit A.

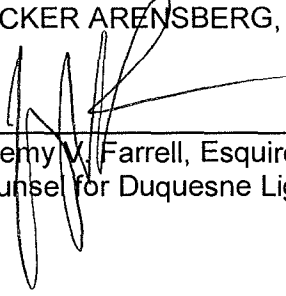
3. Stacey Sims, a paralegal with the law firm of Tucker Arensberg, PC, contacted Commonwealth Reporting Company on March 31, 2016, about this omission. On Friday, April 1, 2016, an employee from the Commonwealth Reporting Company confirmed that the word “before” was omitted and should be inserted on page 32, line 20. A copy of the relevant email chain is attached as Exhibit B.

3. According to 52 Pa. Code § 5.253 (a) “A correction in the official transcript may be made only to make it accurately reflect the evidence presented at the hearing and to speak the truth.” As reflected in Exhibit B, the transcript in this matter must be corrected so that it accurately reflects the evidence presented at the initial telephonic hearing.

4. This Motion is timely filed because it is filed within 10 days of Commonwealth Reporting Company’s review of the electronically recorded testimony. See 52 Pa Code. §5.253 (c)(2).

WHEREFORE, Duquesne Light Company respectfully requests an Order correcting the transcript by adding the word “before” to page 32, line 20 in the location noted in paragraph 2 of this Motion.

TUCKER ARENSBERG, P.C.



Jeremy W. Farrell, Esquire
Counsel for Duquesne Light Company

LIT:603417-1 014657-158498

COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

-----x
: Docket No.
Robert Kramer v. : F-2015-2499181
Duquesne Light Company Appeal of BCS:
Decision - Billing Dispute :
: :
Initial Call-In Telephonic Hearing. :
: :
-----x

Pages 1 through 63 Piatt Place
301 Fifth Avenue, Suite 220
Hearing Room 2018
Pittsburgh, Pennsylvania

Tuesday, November 24, 2015

Met, pursuant to notice, at 10:03 a.m.

BEFORE:

KATRINA L. DUNDERDALE, Administrative Law Judge

APPEARANCES:

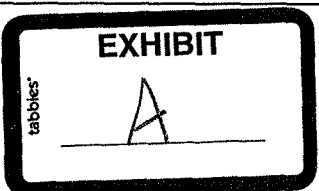
ROBERT KRAMER
111 Green Forest Drive
Baden, Pennsylvania 15005
(Pro se)

JEREMY V. FARRELL, Esquire
Tucker Arensberg, PC
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(For the Respondent)

Commonwealth Reporting Company, Inc.
700 Lisburn Road
Camp Hill, Pennsylvania 17011

(717) 761-7150

1-800-334-1063



1 has had a heat pump for at least 20 years, submitted field
2 activity to verify.

3 Q According to this record, does it provide any
4 indication as to whether or not Mr. Kramer was satisfied
5 with Duquesne Light's actions?

6 A Yes, it does. That C/S is the company's
7 abbreviation for customer satisfied.

8 Q Now, Ms. Mueller, have you reviewed company
9 records relating to Mr. Kramer's account that predate this
10 December 2nd, 2014 telephone call?

11 A Yes, I have.

12 Q Based on your investigation, Ms. Mueller, are
13 there any records indicating that before December 2nd of
14 2014 Mr. Kramer contacted Duquesne Light to request a
15 different rate?

16 A No.

17 Q No, he did not?

18 A No, he did not contact us.

19 Q Based on your investigation, are there any
20 records the date of December 2nd, 2014 in which Mr. Kramer
21 informed Duquesne Light that his property utilized an add-
22 on heat pump?

23 A He did not.

24 Q Please turn to the document pre-marked for
25 identification purposes as Exhibit 2. Let me know when you

1 taking the time to talk with me this morning.

2 In approximately two to four weeks, I will receive a
3 transcript from the court reporter. When I receive that
4 transcript, I will send a letter out to both sides and I
5 will indicate that I have received the transcript and that
6 as of the date of that letter, that is when the hearing
7 record will officially close in this case.

8 You can then expect a decision from the Commission to
9 come out within 90 days from the date of that letter.

10 Thank you all. I am going to go ahead and end the
11 proceeding. The time now is 11:50. I hope you all have a
12 good day.

13 (Whereupon, at 11:50 a.m., the hearing was adjourned.)

14

15 C E R T I F I C A T E

16 I hereby certify, as the stenographic
17 reporter, that the foregoing proceedings were reported by
18 me and thereafter reduced to typewriting by me or under my
19 direction; and that this transcript is a true and accurate
20 record to the best of my ability.

21

22 COMMONWEALTH REPORTING COMPANY, INC.

23

24

BY: Barbara A. Heinlein
Barbara A. Heinlein

25

Sims, Stacey

From: Commonwealth Reporting Company [reportco@commonwealthreporting.com]
Sent: Friday, April 01, 2016 10:55 AM
To: Sims, Stacey
Subject: RE: Kramer

Stacey,
I spoke with the reporter and she checked her record and the word "before" SHOULD be inserted on page 32; line 20.
Sorry for any inconvenience this caused Attorney Farrell. Any more questions please contact the office.

Thanks,
Nicole

Commonwealth Reporting Company
Phone: (717) 761-7150
Toll Free: (800) 334-1063
Fax: (717) 761-7851
E-mail: reportco@commonwealthreporting.com
Website: www.commonwealthreporting.com

Notice: Please note our new email address:
reportco@commonwealthreporting.com

-----Original Message-----

From: Sims, Stacey [mailto:ssims@tuckerlaw.com]
Sent: Thursday, March 31, 2016 1:25 PM
To: 'reportco@commonwealthreporting.com'
Subject: RE: Kramer

Thanks.

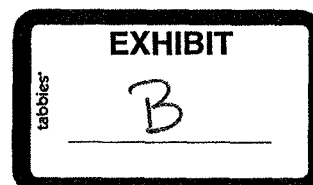
From: Commonwealth Reporting Company [mailto:reportco@commonwealthreporting.com]
Sent: Thursday, March 31, 2016 1:19 PM
To: Sims, Stacey
Subject: RE: Kramer

Stacey,
I will have the reporter check her record, and I will let you know once I hear back from her.

Nicole

Commonwealth Reporting Company
Phone: (717) 761-7150
Toll Free: (800) 334-1063
Fax: (717) 761-7851
E-mail: reportco@commonwealthreporting.com
Website: www.commonwealthreporting.com

Notice: Please note our new email address:
reportco@commonwealthreporting.com



-----Original Message-----

From: Sims, Stacey [<mailto:ssims@tuckerlaw.com>]
Sent: Thursday, March 31, 2016 11:22 AM
To: 'reportco@commonwealthreporting.com'
Subject: RE: Kramer

Attorney Farrell wanted me to follow up again. He wanted to know if anyone checked the hearing recording on the issue below and verify if the word was used or not so we know how to proceed. He also mentioned that he believes that in another proceeding the court reporter and at least listened to the recording again for us. Thanks.

From: Commonwealth Reporting Company [<mailto:reportco@commonwealthreporting.com>]
Sent: Tuesday, March 29, 2016 10:32 AM
To: Sims, Stacey
Subject: RE: Kramer

Stacey,
I Spoke with the manager and under our contract we actually do not make corrections for the PUC. Attorney Farrell needs to file a motion for correction with the secretary of the PUC. Her name is Deana Schleg, her phone number is (717) 787-1191. Sorry for the inconvenience.

Thanks,
Nicole

Commonwealth Reporting Company
Phone: (717) 761-7150
Toll Free: (800) 334-1063
Fax: (717) 761-7851
E-mail: reportco@commonwealthreporting.com
Website: www.commonwealthreporting.com

Notice: Please note our new email address:
reportco@commonwealthreporting.com

-----Original Message-----

From: Sims, Stacey [<mailto:ssims@tuckerlaw.com>]
Sent: Tuesday, March 29, 2016 10:02 AM
To: 'reportco@commonwealthreporting.com'
Subject: FW: Kramer

Per Attorney Farrell see below:

If the word "before" is missing from page 32, line 20.

I think it should read: "Based on your investigation, are there any records before the date of..."

If a word is missing, please ask that she correct and send a new page 32. It's an important distinction.

Thank you for your attention to this. The new page can be sent back to me.

From: Commonwealth Reporting Company [<mailto:reportco@commonwealthreporting.com>]
Sent: Friday, March 18, 2016 1:01 PM

To: Sims, Stacey
Subject: Kramer

Attached please find the transcript of Robert Kramer taken on November 24, 2015. Any questions please contact the office.

Thanks,
Nicole

Commonwealth Reporting Company

Phone: (717) 761-7150

Toll Free: (800) 334-1063

Fax: (717) 761-7851

E-mail: reportco@commonwealthreporting.com

Website: www.commonwealthreporting.com

Notice: Please note our new email address:
reportco@commonwealthreporting.com

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

ROBERT J. KRAMER,

Complainant,

vs.

DUQUESNE LIGHT COMPANY,

Respondent.

No: F-2015-2499181

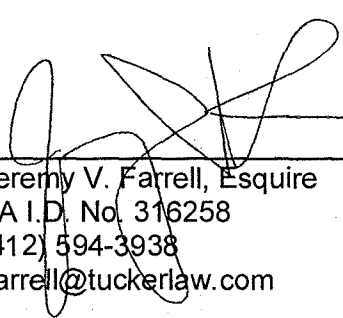
CERTIFICATE OF SERVICE

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):

Robert J. Kramer
111 Green Forest Drive
Baden, PA 15005

Administrative Law Judge Dunderdale
Piatt Place - 301 Fifth Avenue
Suite 220
Pittsburgh, PA 15222

Dated this 5th day of April, 2016



Jeremy V. Farrell, Esquire
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Pittsburgh, PA 15222
(412) 594-5619 (fax)
Counsel for Respondent, Duquesne Light
Company