

CAPTION SHEET

CASE MANAGEMENT SYSTEM

1. REPORT DATE: 00/00/00 :
 2. BUREAU: ALJ :
 3. SECTION(S) :
 5. APPROVED BY: : 4. PUBLIC MEETING DATE:
 DIRECTOR: : 00/00/00
 SUPERVISOR: :
 6. PERSON IN CHARGE: : 7. DATE FILED: 02/16/06
 8. DOCKET NO: C-20065898 : 9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT: LATVALA, MARK V

RESPONDENT/APPLICANT: DUQUESNE LIGHT COMPANY

COMP/APP COUNTY: ALLEGHENY

UTILITY CODE: 110150

ALLEGATION OR SUBJECT

COMPLAINANT STATES HE WAS SET UP ON A SIGNED PAYMENT AGREEMENT ON 7-19-04.
 COMPLAINANT STATES SINCE THIS TIME HE HAS MADE PAYMENTS IN THE AMOUNT OF
 \$1050.00 A MONTH AND THIS AGREEMENT SHOULD CONCLUDE LATER THIS YEAR. COMPLAIN
 -ANT STATES DESPITE 18 MONTHLY PAYMENTS DUQUESNE IS NOW DEMANDING IMMEDIATE
 PAYMEENT IN FULL AND THREATENING TERMINATION.

DOCKETED

FEB 21 2006

DOCUMENT
FOLDER

PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIVED

Formal Complaint Form

FEB 16 2006

Please print or type.

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

1. CUSTOMER NAME (COMPLAINANT)

Your name, mailing address, county, telephone number, utility account number and service address:

Name Mark V. Latvala

Street/P.O. Box 6906 University Blvd. Apt #

City Coraopolis State PA Zip 15108

County Allegheny

Area Code/HOME Phone (412) 734-1976

Area Code/WORK Phone (412) 262-2272

Utility Account Number 3001113954004
(from your bill)

If your complaint involves utility service provided to a different address than your mailing address, please list this information below.

Name

Street/P.O. Box

City State Zip

2. UTILITY NAME (RESPONDENT)

Name of utility company your complaint concerns: Duquesne Light Co.

3. TYPE OF UTILITY (check one)

- ELECTRIC
- GAS
- WATER
- TELEPHONE
(local, long distance)
- STEAM HEAT
- WASTE WATER
- MOTOR CARRIER
(taxi, moving company, limousine)

SUBMIT
FOLDER

DOCKETED

FEB 21 2006

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4. **COMPLAINT** (check one)

A. In general, what is your complaint?

- I want to oppose the company's proposed rate increase.
- There are incorrect charges on my bill.
- There is a reliability, safety or quality problem with my utility service.
- I received a notice that my utility service is being terminated. 2-21-06
term. date
- I would like a payment agreement.
- Other. Already have a payment agreement. (attached)
(explain)

B. State the facts of your complaint.

Include any specific dates, times or places that are important. If the complaint is about a bill, tell us about any charges that you believe are not correct. Use additional paper if you need more space. Provide copies of all relevant documents you believe will support your complaint.

Duquesne Light's attorney S. James Wallace and I signed a payment agreement 7-19-04. Since then I have paid \$1050.00 per month and should conclude the agreement later this year.

Despite 18 monthly payments Duquesne Light is now demanding immediate payment in full and threatening termination.

5. **RELIEF**

What do you want the Public Utility Commission to do about your complaint? Use additional paper if you need more space.

Please require Duquesne Light to honor their written agreement.

6. PROTECTION FROM ABUSE

Answer the following question if your complaint is against a natural gas distribution company, an electric distribution company or a water company AND your complaint is about a billing problem, an application for service problem, a termination of service problem or a request for a payment agreement.

Has a court granted a "Protection from Abuse" order for your personal safety?

YES
NO

7. PRIOR UTILITY CONTACT

Answer the following question only if you are a residential customer and your complaint is against an electric distribution utility, natural gas distribution utility or a water distribution utility.

Have you spoken to a utility company representative about this complaint?

YES
(includes appeals of BCS determinations)
NO

If you tried to, but could not speak to a utility company representative about your complaint, please explain why.

8. VERIFICATION AND SIGNATURE

You must print or type your name below on the line provided for the verification paragraph, and you must sign and date (in ink) this form on the lines provided.

Verification: I Mark V. Latvala, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Mark V. Latvala 2-15-06
(Signature) (Date)

9. LEGAL REPRESENTATION (IF ANY)

If you are represented by a lawyer in this matter you must provide your lawyer's name, address and telephone number.

Lawyer's Name Mr. Gray Short

Street Suite 2317 Koppers Bldg. Pgh. PA 15219

City Pittsburgh State PA Zip 15219

Area Code/Phone Number (412) 765-0100

10. FILING

Please return the completed form to one of the addresses listed below:

If using U.S. Postal Service:

If using overnight delivery service:

Secretary Pennsylvania Public Utility Commission P.O. Box 3265 Harrisburg, PA 17105	Secretary Pennsylvania Public Utility Commission 400 North Street Commonwealth Keystone Building, 2 nd Floor Harrisburg, Pennsylvania 17120
--	--

Facsimiles and/or electronic filings of the complaint form will not be accepted.

If you have any questions about filling out this form, please contact the Secretary's Bureau at 717-772-7777.

Keep a copy of your complaint for your records.

PAYMENT AGREEMENT

AND NOW, to wit this 19 day of July, 2004, it is hereby agreed by and between the Duquesne Light Company, by S. James Wallace, its attorney, and Mark V. Latvala, hereinafter the Ratepayer that:

1. The Ratepayer owes to Duquesne Light Company:

6052 University Blvd., Suite 1
Moon, PA 15108
Account No. 3001113954003
Service through 7/1/04

\$10,719.29

Total Due as of July 16, 2004:

\$10,719.29, plus
late charges as per tariff

2. Ratepayer acknowledges that the account is ongoing and agrees to pay for ongoing electric service to the property. These amounts will be over and above the principal amount of \$10,719.29 listed in this agreement. The late charges imposed by Duquesne Light's tariff will also be added to the balances each month.

3. Ratepayer shall make an initial payment of \$2,000.00 on or before July 19, 2004. Ratepayer shall then make monthly payments against this account in the amount of \$1,050.00 per month beginning on the 15th day of August, 2004 and continuing on the same day of each month thereafter until the account reaches a zero balance. Should Ratepayer enter bankruptcy or sell any real property, whether voluntarily or involuntarily, then the full remaining balance on this account shall become due and payable at once and Duquesne Light shall no longer be required to accept monthly payments.

4. Ratepayer shall make checks for the monthly payments on this account payable to Duquesne Light Company, and send these monthly payments c/o to the offices of Griffith, McCague & Wallace, 38th Floor Gulf Tower, 707 Grant Street, Pittsburgh, PA 15219.

5. Duquesne Light shall apply each monthly payment received in accord with paragraph 1 to reduce the balance of the account. The payments shall be applied first to late charges upon the account, then to reduction of the principal. As previously stated charges for ongoing electric service will be added to this balance each month as bills are issued.

6. Once the account has reached a zero balance, Ratepayer agrees to pay for ongoing current service on any existing active account and on any subsequently opened active account by making monthly payments in the amount of the total of the "amount due" indicated on the relevant bills sent to them by the Plaintiff. These budget payments for current service should be sent to Duquesne Light Company.

7. If Ratepayer fails to make any of the payments required in this Agreement, Duquesne Light will be entitled at its discretion to terminate electric service and Duquesne Light will no longer be required to accept monthly payments.

8. This Agreement constitutes the entire understanding of the parties and supersedes any and all prior discussions or representations other than those expressly set forth in this Agreement.

9. The parties acknowledge that they have been advised that Duquesne Light and its counsel are attempting to collect a debt, and that all information obtained will be used for that purpose.

10. If any clause of this Agreement should be held to be invalid or unenforceable by a court of competent jurisdiction, all other clauses shall nevertheless continue in full force and effect.

11. This Agreement shall be construed and enforced in accord with the laws of the Commonwealth of Pennsylvania. By their signature to this Agreement, each party submits and consents to the jurisdiction of the Court of Common Pleas of Allegheny County, Pennsylvania

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

DATE SERVED: February 21, 2006

MARK V LATVALA
Complainant

DOCKETED

FEB 21 2006

v.

DUQUESNE LIGHT COMPANY
Respondent

Complaint Docket
No: C-20065898

DOCUMENT
FOLDER

FORMAL COMPLAINT NOTICE TO RESPONDENT TO ANSWER OR SATISFY

TO: DUQUESNE LIGHT COMPANY

TAKE NOTICE:

That a complaint in the above entitled matter, of which the attached is a true and correct copy, has been presented and filed of record with the Pennsylvania Public Utility Commission. Section 702 of the Public Utility Code, 66 Pa. C.S. Section 702, requires the Commission to serve on each party named in a complaint a copy of the complaint and notice calling upon each party to satisfy the complaint, or to answer the same in writing within a specified time; THEREFORE,

1. You have twenty (20) days from the date on which this complaint is served to either satisfy this complaint or to file with the **Secretary of the Pennsylvania Public Utility Commission, P. O. Box 3265, Harrisburg, PA 17105-3265**, an answer (original and three copies), in writing, under oath, which, as required by Section 5.61 of the Commission's Rules of Practice and Procedure, 52 Pa. Code Section 5.61, either affirms or specifically denies the allegations in this complaint. You must also serve a copy of the answer upon the complainant. The date of service is the mailing date as indicated by the date at the top of this Notice. Section 1.56(a) of the Commission's Rules of Practice and Procedure, 52 Pa. Code Section 1.56(a).

2. If you fail to either satisfy this complaint or to file answer or other responsive pleading within twenty (20) days, you will be deemed to have admitted all the allegations in this complaint in accordance with Section 5.61 of the Commission's Rules of Administrative Practice and Procedure, 52 Pa. Code Section 5.61. In that event, the Commission may, without hearing, enter an order which either revokes or suspends any certificate or permit held by you or which imposes a fine or any other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C.S. Section 101, et seq.; and, if

you are a customer of a utility, an order may be entered which prescribes a payment schedule or which authorizes termination of utility services. The Commission is not limited to the relief sought by the complainant in paragraph 4 of the attached complaint.

3. If you elect to satisfy this complaint you must file, within twenty (20) days from the date on which this complaint is served, affidavits executed by each complainant that this complaint has been satisfied. Such affidavits must describe the basis on which this complaint was satisfied; any settlement agreement between the parties must be reduced to writing and attached to the affidavit. Such affidavits are to be filed with the Secretary of the Commission at the address set forth in paragraph 1. Upon receipt of affidavits of satisfaction from all complainants, this complaint may be dismissed by the Commission in accordance with Section 703(a) of the Public Utility Code, 66 Pa. C.S. Section 703(a), unless the Commission determines that such dismissal would be contrary to the public interest, in which event the Commission may direct that hearings be held upon the complaint.

4. If you file an answer which admits the allegations in this complaint, or which fails to specifically deny the allegations in this complaint, the Commission may, without hearing, enter an order which either revokes or suspends any certificate held by you or which imposes a fine or any other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C. S. Section 101, et seq.; and, if you are a customer of a utility, an order may be entered which prescribes a payment schedule or which authorizes termination of utility services. The Commission is not limited to the relief sought by the complainant in paragraph 4 of the attached complaint.

5. If you file a timely answer which specifically denies the allegations in this complaint, or which raises material questions of law or fact, this matter shall be referred to the Office of Administrative Law Judge for hearing and decision. If, after hearing on the issues raised by that answer, you are found to have committed any of the violations alleged in the complaint, the Administrative Law Judge may render a decision which either revokes or suspends any certificate or permit held by you or which imposes a fine or any other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C. S. Section 101, et seq.; and, if you are a customer of a utility, an order may be entered which prescribes a payment schedule or which authorizes termination of utility services. In the imposition of a penalty after a hearing the Administrative Law Judge is not bound by the relief sought by the complainant in paragraph 4 of the attached complaint.

James J. McNulty
Secretary

(SEAL)

Certified Mail
Return Receipt Requested



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

IN REPLY PLEASE
REFER TO OUR FILE

DATE SERVED: February 21, 2006

C-20065898

MORGAN O'BRIEN PRESIDENT
DUQUESNE LIGHT COMPANY
411 7TH AVENUE 16-1
PITTSBURGH PA 15219-1905

Dear Mr. O'Brien:

A complaint has been filed against you before the Pennsylvania Public Utility Commission by MARK V LATVALA. To defend yourself against the claims stated in the following pages, you must act within twenty (20) days by filing in writing with the Commission, either personally or through your attorney, your defenses or objections to the claims stated against you. Or, you may satisfy the complaint by settling the matter with the Complainant and submitting proof of settlement to the Commission within twenty (20) days.

IF YOU FAIL TO RESPOND WITHIN TWENTY (20) DAYS, THE CASE MAY GO FORWARD IN YOUR ABSENCE AND A JUDGEMENT MAY BE ENTERED AGAINST YOU BY THE COMMISSION WITHOUT FURTHER NOTICE.

CUSTOMER OF A UTILITY

A payment schedule may be prescribed or a termination of utility services may be authorized. You may lose money or property or other rights important to you.

COMPANY/UTILITY

An Administrative Law Judge may revoke or suspend any certificate or permit held by you, or impose a fine, or any other appropriate penalty or remedy authorized by the Public Utility Code. You may lose money or property or other rights important to you.

Detailed instructions on how to proceed are contained in the attached pages. You are advised to read them carefully.

DOCUMENT
FOLDER

February 21, 2006

Unless you are a corporation or other organization, you may proceed without a lawyer. However, if you want a lawyer and do not have one or cannot afford one, the office listed below can tell you where you can get legal help:

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
P.O. Box 186
Harrisburg, PA 17108
(800) 692-7375

Very truly yours,

James J. McNulty
Secretary

ddi



Duquesne Light
Our Energy. Your Power

Legal Department
411 Seventh Avenue 8-2
Pittsburgh, PA 15219

Tel 412-393-1546
Fax 412-393-1418
rsestak@duqlight.com

Regina M. Sestak
Assistant General Counsel

March 10, 2006

ORIGINAL

Certificate of Mailing

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

RE: Mark V. Latvala v. Duquesne Light Company
Docket No. C-20065898

Dear Secretary McNulty:

An original and three copies of Duquesne Light Company's Answer are enclosed. Copies of this document have been served upon Complainant and Complainant's counsel in accordance with Commission regulations.

Sincerely,

Regina M. Sestak
Assistant General Counsel
Duquesne Light Company

DOCUMENT
FOLDER

encs

c: Mark V. Latvala (w/enclosure)
Gary Short, Attorney for Complainant (w/enclosure)

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MAR 10 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

ORIGINAL

RECEIVED

MAR 10 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Before the
PENNSYLVANIA PUBLIC UTILITY COMMISSION

MARK V. LATVALA,)
)
 Complainant,)
)
 v.)
)
 DUQUESNE LIGHT COMPANY,)
)
 Respondent.)

Docket No. C-20065898

DOCUMENT
FOLDER

ANSWER

TO THE HONORABLE COMMISSION:

AND NOW comes the Respondent, Duquesne Light Company, by and through its attorney, Regina M. Sestak, and files the within Answer of which the following is a statement:

1. Admitted.
2. Admitted.
3. Admitted.
4. A. Complainant's averment that he received notice that his utility service is being terminated is admitted.

DOCKETED
MAR 17 2006

Complainant's averment, "2-21-06 term. date," is admitted to the extent that on February 14, 2006, Respondent provided a 72-hour notice of termination to occur on or after February 21, 2006.

Complainant's averment, "[a]lready have a payment agreement." is an apparent reference to the Payment Agreement between Complainant and Respondent, dated July 19, 2004. If so, said averment is admitted. A copy of said Payment Agreement is attached hereto, incorporated herein, and marked Exhibit 1. Beginning in 2001, Complainant received commercial electric service to 6052 University Blvd, Suite 1, Moon Township, PA 15108, through Account No. 3001113954002. Said account was billed to Mark V. Latvala doing business as Hometown Pizza. On May 17, 2002, Hometown Pizza, Inc filed Chapter 11 Bankruptcy in the United States Bankruptcy Court for the Western District of Pennsylvania at Docket No. 02-25493. In October, 2002, Complainant contacted Respondent indicating that he had filed a Chapter 11 bankruptcy that affected this account. Whenever a customer files bankruptcy, Respondent routinely finalizes that customer's account as of the date of the bankruptcy filing and immediately establishes a new account. This enables Respondent to avoid inadvertently violating the automatic stay on collection of the pre-filing balance imposed by §362 of the United States Bankruptcy Code, 11 U.S.C. §362. Finalization of the pre-filing account does not result in any interruption of service to the customer. Because Account No. 3001113954002 was billed to Complainant rather than the bankrupt corporation, Respondent did not initially finalize the account. Respondent did subsequently finalize the account and establish a post-petition account in Complainant's name, doing business as Hometown Pizza, at Account No. 3001113954003, effective May 17, 2002. On July 11, 2004, upon advice of counsel, Respondent determined that service to the 6052 University Blvd. premises was not covered by

Hometown Pizza's Bankruptcy filing because it had not been billed in the name of the corporation. Rather, the account was the individual responsibility of Complainant. At that point, no payments had been made on Account No. 3001113954003 and an unpaid balance of \$11,260.79 had accrued. On July 19, 2004, as a customer courtesy, Respondent authorized its Bankruptcy counsel S. James Wallace to establish a payment agreement with Complainant on Account No. 3001113954003. Said agreement required that Complainant make an initial payment of \$2,000 on or before July 19, 2004 and then make monthly payments against Account No. 3001113954003 in the amount of \$1,050 per month beginning on the 15th day of August 2004, and continuing on the same day of each month thereafter until the account reaches a zero balance. During the one-year period prior to the formation of said agreement, bills for service to the 6052 University Blvd. premises had averaged approximately \$400 per month. It was therefore anticipated that payments made under the agreement would result in full payment of Complainant's balance within 14 months. However, on November 2, 2004, Complainant requested that service be cancelled at the 6052 University Blvd. premises, effective November 3, 2004. Complainant requested service to 6906 University Boulevard, Coraopolis, PA 15108, and Account No. 3001113954004 was established effective November 3, 2004. Complainant continued to make monthly payments in the amount of \$1050. However, because Complainant's monthly bills at 6906 University Boulevard were substantially higher than his bills at 6052 University Blvd. had been, his payments of \$1050 were no longer sufficient to cover both bills for current service and a significant payment toward the arrearage. For example,

the bill for current service issued August 2, 2005, was \$1,154.24. Respondent notified Complainant and his attorney that the Payment Agreement was no longer in effect because Complainant was no longer receiving service through Account No. 3001113954003, the account referenced in the Payment Agreement, but Complainant refused and/or failed to pay the account balance in full or negotiate a new Payment Agreement. As a result, Respondent issued the above-referenced termination notice.

Complainant's averment, "(attached)," is an apparent attempt to incorporate the two-page document attached to his Complaint into his Complaint. Respondent will address said document below in the section labeled Attachment.

B. Complainant's averment that he and Respondent's attorney, S. James Wallace signed a payment agreement on July 19, 2004 is admitted, to the extent that both Complainant's and Attorney Wallace's signatures appear on the Payment Agreement bearing that date.

Complainant's averment, "[s]ince then I have paid \$1050.00 per month," is admitted to the extent that 19 payments of \$1,050 or more were received during the 19-month period between August, 2004, the month that the first payment was due under the Payment Agreement, and the end of February, 2006.

As Complainant's averment that he should conclude the payment agreement later this year is a statement of intention and/or speculative in nature, no response is required.

Complainant's averment, "[d]espite 18 monthly payments," is an apparent reference to payments that Complainant made prior to February 15,

2006, which is the date that Complainant dated his verification. If so, this averment is denied as stated, in that 19 payments had been received through February 15, 2006.

Complainant's averment that Respondent is now demanding immediate payment in full and threatening termination is admitted.

5. This paragraph contains a request for relief to which no response is required

6. After reasonable investigation, Respondent is without sufficient knowledge or information to form a belief as to the truth of Complainant's averment that the court has not granted a "Protection from Abuse" order for his personal safety, and this averment is therefore denied.

7. Admitted.

8. This paragraph contains Complainant's verification and signature to which no response is required

9. This paragraph contains the name and address of Complainant's attorney to which no response is required.

Attachment:

Complainant has attached copies of the first two pages of the three-page Payment Agreement between Complainant and Respondent, dated July 19, 2004. The authenticity of said pages is admitted. As noted above, a complete copy of said Payment Agreement is attached hereto, incorporated herein, and marked Exhibit I.

WHEREFORE, Respondent requests that after reasonable investigation and hearing the Complaint be dismissed.

Respectfully submitted:

DUQUESNE LIGHT COMPANY
By Counsel:



Regina M. Sestak
Pa. I.D. # 23632
Duquesne Light Company
411 Seventh Avenue, 8-2
Pittsburgh, PA 15219
Telephone: (412) 393-1546
FAX (412) 393-1418

RECEIVED

MAR 10 2006

PAYMENT AGREEMENT

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

AND NOW, to wit this 19 day of July, 2004, it is hereby agreed by and between the Duquesne Light Company, by S. James Wallace, its attorney, and Mark V. Latvala, hereinafter the Ratepayer that:

1. The Ratepayer owes to Duquesne Light Company:

6052 University Blvd., Suite 1
Moon, PA 15108
Account No. 3001113954003
Service through 7/1/04

\$10,719.29

Total Due as of July 16, 2004:

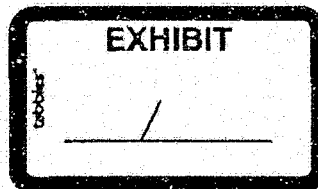
\$10,719.29, plus
late charges as per tariff

2. Ratepayer acknowledges that the account is ongoing and agrees to pay for ongoing electric service to the property. These amounts will be over and above the principal amount of \$10,719.29 listed in this agreement. The late charges imposed by Duquesne Light's tariff will also be added to the balances each month.

3. Ratepayer shall make an initial payment of \$2,000.00 on or before July 19, 2004. Ratepayer shall then make monthly payments against this account in the amount of \$1,050.00 per month beginning on the 15th day of August, 2004 and continuing on the same day of each month thereafter until the account reaches a zero balance. Should Ratepayer enter bankruptcy or sell any real property, whether voluntarily or involuntarily, then the full remaining balance on this account shall become due and payable at once and Duquesne Light shall no longer be required to accept monthly payments.

4. Ratepayer shall make checks for the monthly payments on this account payable to Duquesne Light Company, and send these monthly payments c/o to the offices of Griffith, McCague & Wallace, 38th Floor Gulf Tower, 707 Grant Street, Pittsburgh, PA 15219.

EXHIBIT



5. Duquesne Light shall apply each monthly payment received in accord with paragraph 1 to reduce the balance of the account. The payments shall be applied first to late charges upon the account, then to reduction of the principal. As previously stated charges for ongoing electric service will be added to this balance each month as bills are issued.

6. Once the account has reached a zero balance, Ratepayer agrees to pay for ongoing current service on any existing active account and on any subsequently opened active account by making monthly payments in the amount of the total of the "amount due" indicated on the relevant bills sent to them by the Plaintiff. These budget payments for current service should be sent to Duquesne Light Company.

7. If Ratepayer fails to make any of the payments required in this Agreement, Duquesne Light will be entitled at its discretion to terminate electric service and Duquesne Light will no longer be required to accept monthly payments.

8. This Agreement constitutes the entire understanding of the parties and supersedes any and all prior discussions or representations other than those expressly set forth in this Agreement.

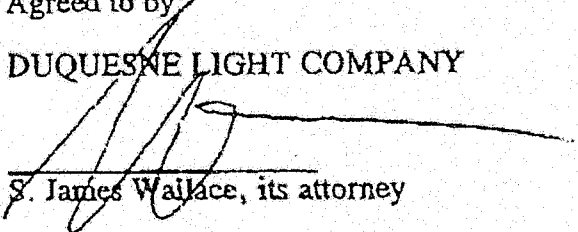
9. The parties acknowledge that they have been advised that Duquesne Light and its counsel are attempting to collect a debt, and that all information obtained will be used for that purpose.

10. If any clause of this Agreement should be held to be invalid or unenforceable by a court of competent jurisdiction, all other clauses shall nevertheless continue in full force and effect.

11. This Agreement shall be construed and enforced in accord with the laws of the Commonwealth of Pennsylvania. By their signature to this Agreement, each party submits and consents to the jurisdiction of the Court of Common Pleas of Allegheny County, Pennsylvania

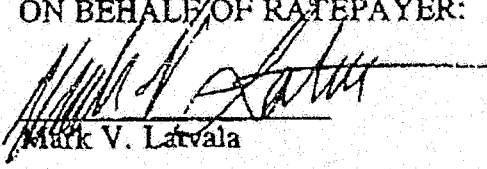
throughout the term of this Agreement, and agrees that any and all further proceedings relative to this Agreement shall take place in that Court.

Agreed to by:
DUQUESNE LIGHT COMPANY

BY: 
S. James Wallace, its attorney

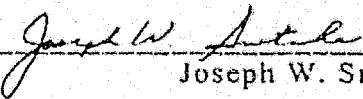
WITNESS:

ON BEHALF OF RATEPAYER:

BY: 
Mark V. Latvala

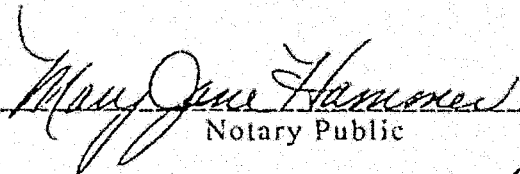
AFFIDAVIT

I, Joseph W. Smetanka, being duly sworn according to law depose and say that I am authorized to make this affidavit on behalf of Duquesne Light Company being the holder of the office of Operational Vice President - Customer Services with that corporation, and that the facts set forth in the foregoing document are true and correct to the best of my knowledge, information and belief and Duquesne Light Company expects to be able to prove the same at any hearing hereof.



Joseph W. Smetanka

Sworn and subscribed before me this 10th day of March, 2006.



Notary Public

My Commission Expires Oct. 6, 2007

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Mary Jane Hammer, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Oct. 6, 2007
Member, Pennsylvania Association of Notaries

RECEIVED

MAR 10 2006

Before the
PENNSYLVANIA PUBLIC UTILITY COMMISSION
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

MARK LATVALA,)
)
 Complainant,)
)
 v)
)
 DUQUESNE LIGHT COMPANY,)
)
 Respondent.)

Docket No. C-20065898

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).

Mark V. Latvala
6906 University Boulevard
Coraopolis, PA 15108

Gary Short
Attorney at Law
Suite 2317
Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

Dated this 10th day of March, 2006.



Regina M. Sestak
Pa. I.D. # 23632
Duquesne Light Company
411 Seventh Avenue
Mail Drop 8-2
Pittsburgh, PA 15219
Telephone: (412) 393-1196
FAX (412) 393-1418