

ORIGINAL

COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

----- X
: Joseph Riccelli v. Duquesne Light Company : Docket No.
Billing dispute. : C-20016621
:
Initial Hearing. :
:
----- X

Pages 1 through 86 State Office Building
Hearing Room 1
300 Liberty Avenue
Pittsburgh, Pennsylvania

Monday, April 1, 2002

Met, pursuant to notice, at 10:00 a.m.

BEFORE:

LARRY GESOFF, Administrative Law Judge

APPEARANCES:

ANTHONY MENGINE, Esquire
Swensen, Perer & Kontos
Two PNC Plaza, Suite 2710
Pittsburgh, Pennsylvania 15222
(For the Complainant)

REGINA M. SESTAK, Esquire
Cherrington Corporate Center
Mail Drop C4-4-3
400 Fairway Drive, Suite 400
Coraopolis, Pennsylvania 15108
(For the Respondent)

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P R O C E E D I N G S

1
2 ADMINISTRATIVE LAW JUDGE LARRY GESOFF: This is the
3 time and place set by the Pennsylvania Public Utility
4 Commission for an initial hearing in the complaint of
5 Joseph Riccelli against Duquesne Light Company at Docket
6 Number C-20016621.

7 I am Larry Gesoff, the Administrative Law Judge
8 assigned to this proceeding. I note the appearance of
9 Regina Sestak on behalf of Duquesne Light Company and of
10 Anthony Mengine on behalf of Mr. Riccelli.

11 Before we went on the record, the parties indicated
12 to me that they have discussed settlement but had been
13 unable to reach a settlement, and therefore, since the
14 Complainant has the burden of proof, I will turn it over to
15 Mr. Mengine.

16 MR. MENGINE: Thank you, Your Honor. I would like
17 to call a witness, Mr. Riccelli.

18 JUDGE GESOFF: Okay.

19 Whereupon,

20 JOSEPH RICCELLI

21 having been duly sworn, testified as follows:

22 JUDGE GESOFF: Would you state your name, please?

23 THE WITNESS: Joseph Riccelli.

24 JUDGE GESOFF: Go ahead, Mr. Mengine.

25 MR. MENGINE: Thank you, Your Honor.

DIRECT EXAMINATION

1
2 BY MR. MENGINE:

3 Q Mr. Riccelli, where do you currently reside?

4 A At 142 Lori Valley Drive, Pittsburgh, 15209.

5 Q We are here today regarding a dispute regarding
6 a piece of property that you own, correct?

7 A Yes, sir.

8 Q What is the address of that piece of property?

9 A It's 912 Main Street and that's in Sharpsburg.

10 Q What kind of property is that?

11 A Commercial.

12 Q How long have you owned that piece of property?

13 A Since 1990.

14 Q Do you still own that piece of property?

15 A Yes, I do.

16 Q Currently is there any business in that
17 property?

18 A Yeah, I have it rented out to a small store, a
19 small business.

20 Q How long has that been the case?

21 A Roughly, it might be a little less than a year.

22 Q Just briefly describe for the Court since 1990
23 up until about 1998, what did you use the storefront for?

24 A It was a little variety store.

25 Q And, you ran that; is that correct?

1 A Yes.

2 Q What was the name of that store?

3 A D & J Variety.

4 Q Did that store go out of business at some point?

5 A Yeah, in '998 it was closed down. I closed it
6 down for personal reasons.

7 Q Can you be a little more specific; what part of
8 1998 do you think you closed it down?

9 A It was either -- it was the end of October,
10 actually.

11 Q And, you were getting your light utility service
12 from Duquesne Light at that time, correct?

13 A Yes, sir.

14 Q At the time you had closed down your business,
15 had you had any dispute with Duquesne Light regarding the
16 service they were providing you?

17 A At the time that I closed it?

18 Q Yes, in October of 1998?

19 A No.

20 Q When you closed the business, did you notify
21 Duquesne Light that you wanted the services terminated?

22 A No, I did not.

23 Q Was there a reason why you didn't do that?

24 A Well, the reason was that without lights, the
25 area where the property is located, you would have a lot of

1 vandalism, break-ins, so on and so forth, so I assumed that
2 if I left at least a light on, that it would eliminate any
3 vandalism.

4 Q Were you thinking of leaving a light on?

5 A Yes, I was all along, yes. I assumed that to
6 leave one light on wouldn't be any major factor, you know.
7 I figured it would cost me \$20, \$25 a month and it's better
8 to pay the \$25, \$20 a month than to have the building
9 vandalized.

10 Q With as much specificity as you can, describe to
11 the Court the type of light you wanted to leave on in the
12 store?

13 A Well, the light that I left on in the store was
14 a light-up sign. I believe it was a Newport cigarette
15 light-up sign.

16 Q It was one of those neon lights, correct?

17 A Correct.

18 Q Was that going to be the only light; was there
19 going to be an interior light that you were going to leave
20 on also?

21 A No, that was enough to light -- to show that
22 there was, you know, something going on in there.

23 Q What other things did you leave in the store
24 when you abandoned it in October of 1998, when you
25 abandoned the building?

1 A There were cases, showcases.

2 Q Did those need electricity, the showcases?

3 A No.

4 Q What type of things that needed electricity were
5 left in the store?

6 A Obviously, there was a cooler which was
7 unplugged and the baseboard heating, which was electric,
8 but that was shut off at the box, the fuse boxes.

9 Q Did you continue to receive bills from Duquesne
10 Light Company?

11 A No, actually, they probably were sent at the
12 location, but because of a problem that I had at that
13 store, I stayed away from there for several months, didn't
14 even go anywhere near it.

15 Q This is October of 1998?

16 A October of 1998.

17 Q I do have a bill here that you provided to me
18 this morning.

19 A Right.

20 MR. MENGINE: I apologize that I don't have a copy
21 of it because I just got it this morning, but I would like
22 to show it to the Court. It's dated February 24 of 1999.
23 I am going to show it to opposing counsel so she can take a
24 look at it. This is a standard bill.

25 (Ms. Sestak perusing document.)

1 JUDGE GESOFF: Do you want to put that into
2 evidence?

3 MR. MENGINE: I will put it into evidence, yes.

4 JUDGE GESOFF: Let me have it. Is there anything
5 else you want to put in that you don't have copies of?

6 MR. MENGINE: There's three documents, Your Honor.
7 I'm sorry, but I just got them this morning.

8 JUDGE GESOFF: All right. Let's go off the record.
9 (Off the record for Judge to make copies.)

10 JUDGE GESOFF: Back on the record. We will
11 identify the Duquesne Light light bill that counsel
12 referenced as Exhibit C-1. The original is one page, but
13 the document in the record is two pages because the
14 original had something on the back and I couldn't copy that
15 that way. Go ahead, Mr. Mengine.

16 (Whereupon, the document was marked
17 as Complainant's Exhibit No. 1 for
18 identification.)

19 BY MR. MENGINE:

20 Q Mr. Riccelli, this document that has been marked
21 as C-1, can you tell the Court what it is?

22 A Yes. This is a bill that I received, and at
23 that point it seemed to me that it was a little high.

24 Q Let's just identify it first. I think you
25 testified before that you did not go back to the store for

1 some personal reasons, but at least it would appear that
2 you were able to retrieve a bill from February of 1999, a
3 couple months later?

4 A I had someone bring this to me.

5 Q Okay, you had someone getting your mail at the
6 store?

7 A No. What happened was, one of the main reasons
8 why I wanted to keep a light in there was to keep people
9 away from there, and at that point I had somebody just
10 throw a bag of garbage right in the little -- it was a like
11 a little bit of a hallway, about three foot, you know,
12 before you actually entered the store. At that point when
13 I had someone cleaning that, they brought me this
14 particular bill.

15 Q You obviously opened the bill up and...

16 A I opened the bill.

17 Q Did you have a question about the bill?

18 A It seemed to me like it was a little high and I
19 proceeded to call Duquesne Light at that point, and I spoke
20 to a Mrs. White.

21 Q When you say "at that point," can we agree that
22 it would have been some time after that date of the bill,
23 which is February 24th, 1999?

24 A Yes. As far as that's concerned, I can't
25 exactly, you know -- this is three years ago. I am not

1 going to sit here and try to even guess the exact date.
2 However, I did -- you know, this bill could have been a
3 month old, it could have been two months old. I have no
4 idea. I can't recall.

5 Q I actually have a FAX cover sheet that wasn't
6 copied, but the date on that -- it's to Mrs. White. What
7 is the date on that?

8 A It's 4-9-99. This is when she FAXed me, so that
9 would have been maybe a couple of days prior to that that I
10 spoke to her.

11 Q Okay.

12 JUDGE GESOFF: Sorry, I didn't realize that should
13 have been copied.

14 MR. MENGINE: That's all right.

15 JUDGE GESOFF: Let's just take a look at it.

16 MR. MENGINE: I do have a FAX cover sheet from
17 Duquesne Light of April 9, 1999 from a Ms. White.

18 JUDGE GESOFF: Okay, this is to Mr. Riccelli from
19 Ms. White, as you said, dated 4-9-99, and the FAX is going
20 to include what we are going to identify as Exhibit C-2.
21 You don't have to rush to that.

22 BY MR. MENGINE:

23 Q I think the FAX would state that you were able
24 to talk to Ms. White some time before April 9 of 1999 and
25 after February 24 of 1999, correct?

1 A Exactly.

2 Q Did you tell Ms. White that you were concerned
3 about the bill?

4 A Yes, I did. I told her that I felt this bill
5 was high. I explained to her that the place had been
6 closed down, and at that point she said she was going to do
7 some investigation on it.

8 When she did contact me, she proceeded to tell me
9 that she couldn't make heads or tails of the FAX that she
10 sent me because at one point they say I owed \$119. Then it
11 jumped to like \$900.

12 Now, here's an employee who works for Duquesne Light
13 and can't make...

14 MS. SESTAK: Objection, Your Honor. This is
15 clearly hearsay.

16 JUDGE GESOFF: I will sustain that.

17 BY MR. MENGINE:

18 Q I don't want you to give any comment about what
19 she should have known. You can talk about the content of
20 your conversation, okay?

21 A Okay.

22 Q Let's look at the bill. There seems to be a
23 credit on there for \$655.72. Do you know what that
24 adjustment was from?

25 A I really don't know, and that's what I assumed

1 that the representative from Duquesne Light that I spoke
2 to, why she looked into it and FAXed me that because she
3 didn't know.

4 Q Then there were some other energy charges, about
5 four or five down the line; did you question the company
6 about that?

7 A I couldn't get any explanation.

8 Q But, Ms. White was attempting to help you out?

9 A She was very helpful, as far as I was concerned,
10 in trying to get to the bottom of this bill, and as I said,
11 you know, --

12 Q Okay.

13 A -- nothing was ever reached.

14 Q There's other numbers and other names on there,
15 all 383-numbers. Are those all Duquesne Light employees
16 you were calling?

17 A Well, these are Duquesne Light supervisors and
18 people who are supposedly -- I was supposed to talk to. I
19 mean, I probably have a dozen different names.

20 Q You talked to a Mr. Baxendel --

21 A Right.

22 Q -- at extension 2704, I think it looks like?

23 A Yeah, I think so.

24 Q And a Mr. Zabcroski at extension 2196 or maybe
25 2758, it's not clear?

1 A Yeah. Also I spoke to a Hornfeck or -- I
2 apologize for the scribbling on the...

3 Q Okay. When you talked to Ms. White, did you
4 request that you get an itemized statement of your bill?

5 A Yes. She suggested that she was going to FAX me
6 the itemized statement, which she did, and right on there I
7 think she marked some things that -- you know, I can't make
8 heads or tails of it, so I really don't know. I just
9 remember I kept that in a file.

10 MR. MENGINE: We will mark that as Complainant's
11 Exhibit Number 2.

12 JUDGE GESOFF: All right, C-2.

13 (Whereupon, the document was marked
14 as Complainant's Exhibit No. 2 for
15 identification.)

16 MR. MENGINE: Your Honor, I would note on that bill
17 that there is a last transaction date of April 5 of 1999,
18 and that would match up with the facts of April 9 of 1999,
19 at least with respect to dates.

20 JUDGE GESOFF: All right.

21 BY MR. MENGINE:

22 Q Was there any conversation with Ms. White about
23 this particular document that I am showing to you?

24 A Yes. I spoke to her and we were trying to get
25 to the bottom of what these charges and credits and so on

1 and so forth were, and as I said, she was not able to
2 explain it to me.

3 I believe -- I can't -- I'm pretty certain that she
4 proceeded to tell me to contact someone else, and at that
5 point I don't know who that someone else might have been
6 because there are several different names on here, and
7 there's no way I can pinpoint who it was.

8 Q It would appear from this printout that you made
9 a payment on January 20 of 1999 in the amount of \$200?

10 A Right.

11 Q Does that appear to be the last time you made a
12 payment or are there any other payments?

13 A I can't recall, but this should probably have it
14 on there.

15 Q Why did you not pay at this point, Mr. Riccelli?

16 A Well, I paid the bill in January because I knew
17 there was something owed because I hadn't paid anything for
18 November and December, so I sent in a payment of \$200,
19 which I figured at that point would kind of wipe out
20 everything, and it almost did according to the readout. It
21 brought it down to like \$119 or something.

22 Again, it's three years ago, so it's kind of
23 difficult for me to remember exactly what happened
24 afterwards, but I recall talking to several people from
25 Duquesne Light to try to rectify this problem.

1 Q Did you continue to try to talk to people from
2 Duquesne Light after you talked to Ms. White?

3 A Oh, absolutely. In fact, everyone else that I
4 spoke to was -- after I spoke -- Ms. White was the first
5 person that I contacted and spoke to about this problem.

6 Q Was the problem ever rectified?

7 A Well, my experience is that when you -- not only
8 with Duquesne Light but with utility people, when you have
9 a problem, they don't take care of it immediately, and
10 obviously, it wasn't the number one priority on my mind to
11 keep following up. I assumed that I would get some type of
12 a notification. I even proceeded to give them my cell
13 number for them to contact me.

14 Then I would be contacted several months later from
15 someone else from Duquesne Light about this bill, and every
16 time it kept going up and up and up.

17 Q Did you receive any additional bills other than
18 the bill I showed you?

19 A I don't recall, but I don't think so because I
20 usually kept them in this file here.

21 Q Was there anybody in the building throughout the
22 summer of 1999?

23 A No. The building was completely closed down.
24 As a matter of fact, after -- again, I can't use any
25 chronological order, but I do recall that someone did

1 finally break the front window and it was boarded up. I
2 had somebody put a piece of plywood over the front showroom
3 window and that was the last thing.

4 Q Was your service ever terminated?

5 A Well, I recall getting a termination notice, but
6 I assumed that they would just terminate the service, you
7 know, and at that point I was even waiting for one of the
8 people that I had spoken to that I have written down here,
9 which I can't again recall which one, but I assumed that
10 someone would contact me and let me know what the situation
11 was.

12 Everyone always told me that they were going to
13 investigate and look into it, and the only thing -- I never
14 really got any satisfaction.

15 Q In the evidence today, it's going to be shown
16 that a meter person came out to the business; is that
17 correct?

18 A Absolutely.

19 Q Do you know any background as to how that
20 person...

21 A Well, I recall that after I spoke to one of the
22 people on here, and again I can't say which one it was, he
23 said that he was going to send out a meter -- someone to
24 check the meter because I kept telling him this was
25 ridiculous, there's just no way that -- there's only one

1 light in the store, and they said they were going to send
2 out someone to test the meter.

3 Again, I gave them my cell number so that when the
4 gentleman was there, for him to call me because my office
5 was only a couple of blocks down the road. He could
6 contact me and I would let him in, and that's what
7 happened. He called me and I let him in to test the meter.

8 Q Do you know when that would have been?

9 A Absolutely not; I can't recall.

10 Q That man is here today. You met him before the
11 hearing. Do you recall any explanations given by him as to
12 your bill?

13 A I asked the gentleman, I said, you know, that's
14 the only light that I have on. Is it possible that this
15 bill could be this high? I recall him saying something
16 like that probably used \$20 a month because it was only one
17 light.

18 From the report that came back, it was that he
19 tested the meter and the meter tested fine. I don't know
20 anything about meters. I don't know anything about
21 testing. The only thing that I could say is that there was
22 no one in that property all that time.

23 I mean, the police department in the township,
24 everyone there, they saw the place had been closed down for
25 over a year and no one ever going in and out.

1 Q When you went to meet the meter person, had you
2 been in the building since you had abandoned it?

3 A No.

4 Q So, since the time you closed your business up,
5 the time you went to meet the meter person was the next
6 time you were in the building, if you can say that with
7 certainty?

8 A No, I can't say that with certainty. I may -- you
9 know, I can't say that with certainty, but I don't recall
10 going back there. Because of the personal situation that
11 happened, I just didn't even want to be around there.

12 Q Okay. Do you recall if the heat was on when you
13 went to go meet the meter person?

14 A The place was freezing when I went in there.

15 Q Was there any mention of the floor boards or the
16 generators?

17 A The assumption was that the only way that it
18 could use this type of electricity was if the heaters were
19 left on, which -- how could the heaters be left on when the
20 circuit breakers were turned off. If in fact, the heaters
21 were turned on, the place wouldn't have been freezing when
22 we were in there.

23 Q This bill that you have from Duquesne Light
24 would appear to run until February, I'm being approximate,
25 February of 2000. You don't have it in front of you?

1 A I don't have it.

2 Q I'm looking at...

3 A But, my question is if you aren't getting paid,
4 why keep it on?

5 Q Let's get to that. Did you ever cancel the
6 service?

7 A I think. I'm not sure if I cancelled it or they
8 cancelled it. That, I cannot say. I can't recall.

9 Q Could that have been after this period where you
10 tried to work out the bill with Duquesne Light that it was
11 decided that it should be cancelled?

12 A It's possible.

13 Q I believe you testified before that you didn't
14 have it cancelled because you wanted the one light on; is
15 that correct?

16 A Correct.

17 Q I believe the last bill would have been in
18 February of 2000, and the balance was about \$3,071.08.
19 What did you do at that point when you were presented this
20 balance?

21 A I freaked out. I just called Duquesne Light and
22 told them that they better do some investigation. I told
23 them that I do realize that I owed something, and I was
24 willing to pay something on the bill, you know, but I just
25 felt that I did not owe \$3,000.

1 When the place was in full operation, I never got
2 bills that high, and I am talking about with coolers, you
3 know, that hold things that -- you know, the large coolers
4 that we used to keep drinks and milk and so on and so forth
5 in that generally do use a lot of electric power to keep
6 them going, and a lot of lights on in the place.

7 Where they can get that type of charges when the
8 place is completely closed down is beyond me. That was my
9 argument.

10 Q You are here today and you don't understand
11 really what their billing procedures are?

12 A No, I don't.

13 Q Then it was you alone who filed with the PUC?

14 A Yes, it was.

15 Q Why did you file?

16 A Why; because I received -- again, it wasn't
17 through Duquesne Light because Duquesne Light didn't even
18 bother to contact me ever again. I received a phone call
19 from the Pittsburgh Credit Bureau stating that I owe
20 Duquesne Light \$3,000, what did I plan to do before they
21 put it on my record on my credit report?

22 I proceeded to tell the woman the story, and she
23 said, "Well, then I suggest that you contact the PUC." At
24 that point, that's exactly what I did.

25 Q And, that's how you found out about going to...

1 Q Is it always operational?

2 A It's always, always, always.

3 Q What type of security did you have in this
4 building other than boarding up the front window?

5 A That was it.

6 Q Is it possible that people might have entered
7 the building and used the heating without your knowledge?

8 A I doubt it. There was no way in unless they had
9 a key and I am the only one that had the keys.

10 Q You indicated that there was trash in the
11 entrance. Was this outside of the building?

12 A Outside the building.

13 Q Where were the bills -- I am assuming you were
14 receiving other mail; where was that ending up?

15 A I really wasn't getting too much mail there
16 because basically I didn't have any gas, any other
17 utilities outside of the electric power, Duquesne Light.
18 Everything was electric in there. It was just junk mail,
19 basically.

20 Q You didn't have...

21 A I wasn't concerned with the junk mail.

22 Q Did you have water service to the premises?

23 A Yes, but I own other properties, so they usually
24 send that to my office.

25 Q Did your water pipes freeze during the time that

1 the building was vacant prior to the beginning of 1999?

2 A NO, because we turned the water off at the main
3 in the basement.

4 Q You talked about turning off the baseboard
5 heaters. How did you do that?

6 A At the box, what do they call those, the fuse
7 boxes, the ones -- they didn't have the actual fuses in.
8 They have the push button switch, you know, whatever they
9 call that.

10 Q A breaker box?

11 A Breaker box; the breakers were off.

12 Q That's pushing a lever?

13 A No, it was --

14 Q Pressing a button?

15 A -- pressing a button.

16 MS. SESTAK: I have no further questions.

17 JUDGE GESOFF: I have some unless you want to
18 redirect?

19 MR. MENGINE: No.

20 JUDGE GESOFF: Okay. I want you to list -- first
21 of all, you said that you didn't have any natural gas
22 service, that all the appliances that needed energy in the
23 store were electric appliances, correct?

24 THE WITNESS: Right.

25 JUDGE GESOFF: So far you have mentioned coolers.

1 Those are for drinks?

2 THE WITNESS: Right.

3 JUDGE GESOFF: Soft drinks and things like that?

4 THE WITNESS: Right.

5 JUDGE GESOFF: How many coolers?

6 THE WITNESS: There were two coolers there.

7 JUDGE GESOFF: And you had baseboard heat?

8 THE WITNESS: Right.

9 JUDGE GESOFF: Is this a one-story building?

10 THE WITNESS: No, actually it's three stories.

11 JUDGE GESOFF: Three stories?

12 THE WITNESS: But, the second and third are vacant.

13 JUDGE GESOFF: Are they heated?

14 THE WITNESS: No. No, actually, there's no one
15 there. We are in the process of redoing the whole
16 building.

17 JUDGE GESOFF: No, I mean during the time --

18 THE WITNESS: No.

19 JUDGE GESOFF: -- of the events in question when
20 the building was basically shut down?

21 THE WITNESS: No, there's no heaters upstairs.

22 JUDGE GESOFF: There's no baseboard heat up there?

23 THE WITNESS: No.

24 JUDGE GESOFF: Okay. Then you had lights, right?

25 THE WITNESS: Right.

1 JUDGE GESOFF: You had some neon lights?

2 THE WITNESS: Uh-huh.

3 JUDGE GESOFF: Fluorescent lights?

4 THE WITNESS: Fluorescent lights in the store,
5 right.

6 JUDGE GESOFF: Any incandescent lights?

7 THE WITNESS: No.

8 JUDGE GESOFF: So, that's coolers, baseboard heat,
9 lights; anything else?

10 THE WITNESS: There were video machines in there,
11 but I don't recall -- I don't recall if they were taken out
12 shortly after I had the problem there, you know, so...

13 JUDGE GESOFF: So, they weren't there?

14 THE WITNESS: I don't think they were there, no.

15 JUDGE GESOFF: Anything else?

16 THE WITNESS: That's it.

17 JUDGE GESOFF: How big is the store?

18 THE WITNESS: It's about 12 feet wide and about 30
19 feet in length, maybe 35 feet in length.

20 JUDGE GESOFF: And, it's a storefront?

21 THE WITNESS: Right.

22 JUDGE GESOFF: When was the window broken?

23 THE WITNESS: I can't recall, Your Honor.

24 JUDGE GESOFF: Do you remember being notified about
25 it?

1 THE WITNESS: Yes, the police department called me
2 and said that someone broke the window in the front.

3 JUDGE GESOFF: Did you go down there to board it
4 up?

5 THE WITNESS: I went down and looked at it and had
6 somebody board it up for me.

7 JUDGE GESOFF: When they went down and boarded it
8 up, do you remember what the weather was like; was it cold
9 or hot?

10 THE WITNESS: I believe it might -- you know what,
11 Your Honor, I can't remember.

12 JUDGE GESOFF: I don't want you to guess. You
13 stated before that, from the time you closed the business,
14 which was when again?

15 THE WITNESS: In -- actually it was the end of
16 October.

17 JUDGE GESOFF: End of October of 1998?

18 THE WITNESS: Right.

19 JUDGE GESOFF: From that time until you got that
20 bill, the \$3,000 bill, from Duquesne Light, no one was
21 inside the premises, to your knowledge?

22 THE WITNESS: I was in there close to the end of --
23 actually it might have been before November.

24 JUDGE GESOFF: Of?

25 THE WITNESS: November of 1998, because I went and

1 got some personal things out of there. There was inventory
2 to be extracted from the building. I unplugged the coolers
3 because there was nothing in there.

4 JUDGE GESOFF: When did you unplug the coolers?

5 THE WITNESS: That would have been the end of
6 October, the first week of November, somewhere thereabout.

7 JUDGE GESOFF: When you went to remove the personal
8 items?

9 THE WITNESS: Right.

10 JUDGE GESOFF: When did you disconnect the
11 baseboard heat?

12 THE WITNESS: That would have had to have been
13 around the same time also. That was just simply at the
14 breaker box.

15 JUDGE GESOFF: Right, and did you turn off the
16 water then?

17 THE WITNESS: Right.

18 JUDGE GESOFF: So, in November of 1998 is when you
19 basically disconnected all of the electric-using appliances
20 except for a light that was in the window?

21 THE WITNESS: Your Honor, let me make a correction
22 here about the water because we had a problem. We had no
23 hot water in the place. That could be substantiated and
24 proven by the...

25 JUDGE GESOFF: We don't have that, so let's not

1 worry about that here.

2 THE WITNESS: At any rate, we had a leak in the
3 toilet and that was one of the reason why, you know -- the
4 toilet kept running, and we were going to get a plumber.
5 At that point, we just turned the water off down in the
6 basement, and that was it. That's why we shut the water
7 off.

8 JUDGE GESOFF: When was that?

9 THE WITNESS: Again, it was somewhere between
10 October and November, somewhere in there.

11 JUDGE GESOFF: I'm trying to reach the point at
12 which all the appliances that would have used electricity
13 were disconnected, and you are saying that's in November of
14 1998?

15 THE WITNESS: Uh-huh.

16 JUDGE GESOFF: Yes? .

17 THE WITNESS: Yes, sir, it would be October,
18 November, right in there.

19 JUDGE GESOFF: When the window was broken and the
20 police notified you about it, you went down and took a
21 look?

22 THE WITNESS: This was probably -- I would have to
23 say it had to be several months after I closed it down.

24 JUDGE GESOFF: Okay. When you went down, did you
25 notice whether anyone had gained entry, was there any sign

1 of anyone gaining entry to the building?

2 THE WITNESS: I don't think so because it looked
3 like either someone threw a brick, a rock, or somebody
4 drunk walking down the street broke it.

5 JUDGE GESOFF: Was there any damage to anything
6 inside the property?

7 THE WITNESS: There wasn't really anything inside,
8 you know, to be damaged.

9 JUDGE GESOFF: Was it an empty...

10 THE WITNESS: I'm sorry?

11 JUDGE GESOFF: Was it empty?

12 THE WITNESS: No, no, there were cases, but nothing
13 was damaged as far as that's concerned.

14 JUDGE GESOFF: Anything further, Mr. Mengine?

15 MR. MENGINE: No, Your Honor. That's all the
16 testimony and evidence from the Complainant at this point.

17 JUDGE GESOFF: Any objection to Exhibits C-1 and 2?

18 MS. SESTAK: Your Honor, I have no objection to the
19 extent that these are clearly Duquesne Light Company
20 generated documents. However, I do object to the
21 handwritten notations on the bill.

22 JUDGE GESOFF: On what basis?

23 MS. SESTAK: On the basis that they are
24 substantiated only by Mr. Riccelli's testimony and that I'm
25 not certain that they are an accurate representation of who

1 was contacted at Duquesne Light Company.

2 JUDGE GESOFF: Well, that was his testimony, that
3 what he wrote on the bill were names and numbers. You
4 object to those; you think that they are inaccurate, that
5 they are not Ms. White's number or Mr. Baxendel's number or
6 Mr. Zaboroski's, are you saying that?

7 MS. SESTAK: No, but I am not sure what this
8 1512.12 at the bottom is. I'm not sure what the 2196 above
9 the \$958.30 is.

10 JUDGE GESOFF: He testified that the 2196 might
11 have been an extension. I am overruling the objection.
12 Complainant Exhibits C-1 and C-2 will be admitted.

13 (Whereupon, the documents marked as
14 Complainant's Exhibit Nos. 1 and 2
15 were received in evidence.)

16 Did you have a witness to present, Ms. Sestak?
17 You may sit back over there, Mr. Riccelli.

18 (Witness excused.)

19 MS. SESTAK: I have two witness, Your Honcr.

20 JUDGE GESOFF: First witness?

21 MS. SESTAK: I call Gary Miller.

22 JUDGE GESOFF: All right.

23 Whereupon,

24 GARY MILLER

25 having been duly sworn, testified as follows:

1 JUDGE GESOFF: Please state your name for the
2 record?

3 THE WITNESS: Gary Miller.

4 JUDGE GESOFF: That's M-i-l-l-e-r?

5 THE WITNESS: That's correct.

6 JUDGE GESOFF: Thank you. Go ahead, Ms. Sestak.

7 DIRECT EXAMINATION

8 BY MS. SESTAK:

9 Q By whom are you employed, Mr. Miller?

10 A Duquesne Light Company.

11 Q How long have you worked for Duquesne Light
12 Company?

13 A Approximately 20 years now.

14 Q What is your present job title?

15 A Regulatory analyst.

16 Q And, how long have you held the position of
17 regulatory analyst?

18 A Approximately four years.

19 Q Very briefly, what are your duties in the
20 position of regulatory analyst?

21 A I investigate both informal and formal
22 complaints and report my findings back to the Commission.

23 Q During the course of your employment, did you
24 become familiar with this account in the name of Joe
25 Riccelli for service to 912 Main Street?

1 A Yes, I have.

2 Q Did you investigate Duquesne Light Company's
3 records concerning this account?

4 A Yes, I did.

5 Q Mr. Miller, are you familiar with Duquesne Light
6 Company's tariff?

7 A Yes, I am.

8 Q I am going to show you some portions of Duquesne
9 Light Company's tariff.

10 MS. SESTAK: I apologize, but because of the
11 rapidly changing requirements of the utility industry,
12 Duquesne Light Company has amended its tariff multiple
13 times during the time period in question.

14 I have here excerpts from three of those time
15 periods. I have excerpts from Tariff Number 18, which
16 was -- went into effect on April 28th, 2000 -- I'm sorry,
17 that's Tariff Number 20. I have Tariff Number 18 which
18 went into effect on January 1st, 1999, and I have the
19 present tariff which went into effect on January 1st of the
20 year 2002.

21 I am going to provide copies to Your Honor, one to
22 opposing counsel, one to my witness and one to the
23 Complainant.

24 JUDGE GESOFF: That will be marked and identified
25 as Exhibit R-1.

1 MS. SESTAK: Your Honor, since there are three
2 involved, I think it would probably be easier to keep track
3 of those if we called them R-1A, R-1B and R-1C.

4 JUDGE GESOFF: Okay, Exhibit R-1A is -- okay, I see
5 what you mean. R-1A is effective April 28, 2000, R-1B is
6 January 1, 1999 and R-1C is January 1, 2002.

7 (Whereupon, the documents were marked
8 as Respondent's Exhibit Nos. 1A, 1B
9 and 1C for identification.)

10 MS. SESTAK: This voluminous amount of tariff
11 provisions is really meant only to bring in one line of one
12 provision that has not changed throughout this period.

13 BY MS. SESTAK:

14 Q Mr. Miller, I would ask you to go to Tariff
15 Number 18 at the top of the first page.

16 JUDGE GESOFF: Exhibit R 1B?

17 MS. SESTAK: Yes, R-1B.

18 THE WITNESS: Okay.

19 BY MS. SESTAK:

20 Q I would draw your attention to paragraph 4,
21 Contracts. It looks as if this may have been stapled
22 together backwards on some of the copies, but it has
23 Definitions up at the top and picks up with Contracts,
24 Deposits and Advance Payments at the bottom.

25 Mr. Miller, would you please read the final sentence

1 of that paragraph for the Judge?

2 A "The customer shall notify the company to cancel
3 electric service and the customer shall be responsible for
4 payment for all electric charges until the customer has so
5 notified the company to cancel electric service."

6 Q And if you could, just briefly just check and
7 make sure that sentence has not changed throughout any of
8 these re-issuances or replacements of the tariff?

9 A No, that part has not changed.

10 Q In your review of the records for this account,
11 did you find any indication that Mr. Riccelli at any time
12 cancelled this service?

13 A Our records do not indicate so.

14 Q You heard Mr. Riccelli testify that if there was
15 a problem, he thought that if he just ignored the bill,
16 Duquesne Light would sooner or later terminate the service.
17 Is there a reason why Duquesne Light Company did not
18 terminate the service during this time period?

19 A During this time period, we did have estimated
20 bills going out to the customer and conversations with the
21 customer based on these estimated bills.

22 Q Does Duquesne Light Company terminate service
23 based upon an estimated reading?

24 A No, they do not.

25 Q Is there also difficulty terminating an account

1 when the meter is inside the premises and inaccessible to
2 Duquesne Light personnel?

3 A Yes, there is.

4 Q In fact, was this account eventually terminated
5 by termination at the pole attachment rather than inside
6 the building?

7 A That's correct. We could not access the meter,
8 so we had to terminate it at the pole.

9 Q You heard Mr. Riccelli testify that he contacted
10 Duquesne Light Company in response to this bill that is
11 dated February 24, 1999; is that correct?

12 A I did, yes.

13 Q I am going to show you a document which I ask be
14 labeled for identification purposes as Respondent's Exhibit
15 Number 2.

16 JUDGE GESOFF: It will so identified as R-2.
17 (Whereupon, the document was marked
18 as Respondent's Exhibit No. 2 for
19 identification.)

20 BY MS. SESTAK:

21 Q Mr. Miller, how does Duquesne Light Company
22 maintain the records of accounts?

23 A On the mainframe computer.

24 Q If a customer and a customer service
25 representative have a conversation, is that noted on the

1 mainframe computer somehow?

2 A Yes, it is. The account history at Duquesne
3 Light is referred to as the CMM, C-A-M-M. Any time a
4 representative accesses the account, their name, date and
5 time they access the account is automatically populated.

6 Q What do you mean by populated?

7 A Their name, date and time they entered or looked
8 at that account is entered into part of the permanent
9 record for that customer or account.

10 Q I am going to show you a screen printout which I
11 asked be labeled for identification purposes as R-2, as I
12 mentioned. Mr. Miller, what is this document?

13 A This is part of Duquesne Light's permanent
14 record for Joe Riccelli's account at 912 Main Street,
15 Pittsburgh, PA 15215. This is what I was talking about
16 before, part of the transaction history of any rep that
17 talked to Mr. Riccelli.

18 Q Do you see anything on this record that relates
19 to the bill that Mr. Riccelli indicated he received and
20 what prompted him to call Duquesne Light Company, that is
21 the bill that has previously identified as Complainant's
22 Number 1?

23 A I believe that bill was referring to the dates
24 from October 28th, 1998 through December 29th, 1998?

25 Q Yes.

1 A Right. There is a reference to that, Judy
2 Hornfeck's entry at 10:00 on February 17th, 1999,
3 indicating a four-part, which is an accounting -- piece of
4 paperwork correcting that bill, which resulted in a
5 corrected bill going out to the customer for that time
6 frame.

7 Q Is this bill that was entered as Exhibit C-1
8 actually a corrected bill based upon an actual reading?

9 A That's correct.

10 Q Why did Duquesne Light Company prepare a
11 corrected bill?

12 A Because we did achieve an actual reading on --
13 it appears to be on December 29th, 1998, and we used the
14 last actual reading, which I am assuming was October 28th,
15 1998, and rebilled for that time frame.

16 Then what we do is we back out the bill or bills
17 that were issued during that time frame and credit the
18 account for any payments that were received during that
19 time frame and then issue a bill indicating all the
20 adjustments as well as any payments on the account.

21 Q Is there any indication that this actual reading
22 was prompted by customer contact?

23 A No, not by the entry, no.

24 Q Okay. I'm looking at the fourth line here that
25 says, "Customer requested an actual bill."

1 A Oh, I'm sorry. Yes, it does. I didn't get to
2 that line. Yes, the customer requested an actual bill.
3 yes.

4 Q What about down on the entry for someone by the
5 name of Baxendel on February 15th?

6 A Right, it...

7 Q As I read it, it says, "Requested C/B from good
8 reading to good reading." Does it indicate what this is
9 about; what does that mean to you?

10 A This would tell me, and it doesn't say so, but
11 this would tell me that the customer called in, talked to a
12 Mr. Baxendel and requested a corrected bill from using good
13 readings. It looks like that's how that -- that's a call
14 into Mr. Baxendel.

15 Q You heard the customer testify that he had
16 provided his cell phone number and that nobody would get
17 back to him, that he did not receive satisfaction from his
18 repeated calls. Do you have any knowledge, based on your
19 review of the records, concerning this?

20 A Yes, I do.

21 Q And, what is that?

22 A I show that Mr. Riccelli did provide a number
23 which appears to have been a cell phone number, and we had
24 tried to utilize that a number of times. Each time there
25 was no pick-up, answering machine or personal pick-up.

1 Q Is that reflected anywhere in the account
2 records that you are aware of?

3 A I am. It appears October 6, 1999, is what I am
4 showing. That's from personal notes.

5 Q Was there, in fact, a change in the telephone
6 number in October of 1999? I am going to show you a
7 document to refresh your recollection.

8 A Yes, there was; there appears to have been.

9 Q Was that the entry of a telephone number into
10 the system?

11 A Right. It looks like on October 11th, 1999 at
12 2:03 p.m., Judy Hornfeck had changed the extension phone,
13 or the home phone from all zeros to one that would indicate
14 what I am assuming is the cell phone number, 412-298-1265,
15 and that entry, again, was made on October 11th.

16 Q Of what year?

17 A Of 1999.

18 Q What does a phone number of all zeros indicate
19 to you?

20 A That would indicate we did not have the phone
21 number available prior to this entry. It was populated
22 with all zeros.

23 MS. SESTAK: I am going to ask that this document
24 be labeled as Respondent's Exhibit 3. I'll provide copies
25 to the Judge, the court reporter and to opposing counsel.

1 (Counsel distributing document.)

2 JUDGE GESOFF: Exhibit R-3.

3 (Whereupon, the document was marked
4 as Respondent's Exhibit No. 3 for
5 identification.)

6 BY MS. SESTAK:

7 Q Mr. Miller is this also a screen from what you
8 called the CMM?

9 A I'm sorry, this is the date...

10 Q No, is this also a screen from the CMM file.

11 JUDGE GESOFF: He doesn't have the sheet you are
12 referring to.

13 MS. SESTAK: I'm sorry.

14 (Counsel handing document to witness.)

15 THE WITNESS: Right, this also a copy of the screen
16 print from the CMM.

17 BY MS. SESTAK:

18 Q I am going to show you a document that I ask be
19 labeled for identification purposes as Respondent's Exhibit
20 Number 4.

21 MS. SESTAK: Copies are being provided to the
22 Court, the Complainant. A copy was FAXed to the
23 Complainant's attorney on Thursday.

24 MR. MENGINE: I have that.

25 MS. SESTAK: You have that?

1 MR. MENGINE: Yes. I don't need any more paper.

2 JUDGE GESOFF: Exhibit R-4.

3 (Whereupon, the document was marked
4 as Respondent's Exhibit No. 4 for
5 identification.)

6 BY MS. SESTAK:

7 Q Mr. Miller, can you identify this document for
8 us?

9 A Yes. This is a statement of account record that
10 was prepared for the customer name of Joe Riccelli at 912
11 Main Street, Floor 1, Pittsburgh, 15215.

12 Q How long does Duquesne Light typically retain
13 customer account records on the mainframe computer?

14 A Two years.

15 Q When did this account statement begin?

16 A April 5th, 1999.

17 Q You indicated that there were difficulties in
18 obtaining readings because of the meter being inside the
19 building. Is this reflected in any way on this document?

20 A I would say so. By looking at the fifth column
21 from the left, the type of transaction that occurred, it
22 shows a large number of estimated readings. That would
23 indicate to me that there was probably a problem accessing
24 the meter.

25 Q In looking at the columns, would you very

1 briefly, reading from left to right, explain what
2 information is shown in the columns on this document?

3 A Going from left to right this is a record of
4 line item transactions that occurred on Mr. Riccelli's
5 account.

6 Starting from the left is the date that the
7 transaction occurred. Moving to the right is the meter
8 reading, the date that occurred on, the number of days for
9 that billing cycle. If there was a meter reading, it gives
10 the actual meter reading. To the right of that is the type
11 of transaction, whether it be a late payment charge,
12 estimated reading or an actual reading.

13 To the right of the type column is the consumption
14 column that tells how many kilowatt hours were used during
15 that time frame. To the right of that is the daily average
16 consumption, then the degree days, both cooling and
17 heating, and in the middle is the bill amount or the
18 payment or adjustment amounts on the account.

19 To the right of that, if there was a bill that was
20 issued, it indicates the due date. To the right of that is
21 the back-out amount, and we usually see that column
22 populated when an actual bill goes. This is what this
23 does. This backs out all the estimated bills plus applies
24 any payments received during that time frame. To the right
25 of that is a running account balance for the account.

1 Q Just to get a clearer picture of that, I draw
2 your attention to the October 14th, 1999 entries. I note
3 that this covers two lines. What does the top line of that
4 entry indicate?

5 A October 14th, 1999, the top line item indicates
6 an adjustment of \$95.16. The second line item entry is an
7 actual meter reading that was taken on October 13th, 1999.
8 It covered 175 days. The actual meter reading was 3503.
9 The amount of consumption was 6,336. The total amount of
10 that bill was \$1,039.33. Applying that to the running
11 account balance we came up with \$2,912.70

12 Q Okay. There's two separate amounts that are
13 taken out of the bill, as I understand it. There's the
14 back-out amount, which you already explained as the total
15 of all the prior estimated bills during this billing?

16 A Uh-huh.

17 Q It looks like the other adjustment is the late
18 charges that accrued. Is that accurate?

19 A That is correct, during that time frame.

20 Q Does Duquesne Light Company account separately
21 for the billing for service and the billing for late
22 charges?

23 A Yes, they do. They keep those in two separate,
24 what we call, buckets. We pick them out on an account
25 statement as well as if the account goes into a charged-off

1 status, we pull out both the late payment charge and what
2 the actual account balance was.

3 That's why towards the bottom of the account, you
4 will see the actual account balance at this time is
5 \$3,071.08. However, whenever it is broken down and put
6 into the charged-off state, \$3,003.40 is the actual bill
7 and \$67.68 appears to be the late payment charge.

8 Q When an account is in charge-off status, is it
9 still due from the customer?

10 A Oh, yes. Most of the time it has gone to a
11 collection agency, but it is still due.

12 Q Okay.

13 A I would just like to clarify something if I
14 could.

15 Q Please do.

16 A Prior, I had said that we had made numerous
17 attempts to the cell phone number with no recording
18 machine. There was, however, a message. There was no
19 personal contact, there was no place where we could leave
20 message.

21 There was a message that did come over saying that
22 the person who we were trying to contact was unavailable,
23 travelled outside the coverage area. So, there was a
24 message machine, but not one that provided us a way to
25 leave a message.

1 JUDGE GESOFF: Are you referring to a notation on
2 Exhibit R-3 when you are testifying to that?

3 THE WITNESS: I'm sorry, I didn't...

4 BY MS. SESTAK:

5 Q Exhibit R-3 is the second screen.

6 A Right.

7 MS. SESTAK: I have no further questions of this
8 witness.

9 JUDGE GESOFF: Cross examine?

10 MR. MENGINE: Yes, Your Honor, I have a couple
11 questions.

12 CROSS EXAMINATION

13 BY MR. MENGINE:

14 Q Mr. Miller, there were meters read at this
15 building at some point in time; is that correct?

16 A That's correct.

17 Q What were the dates that they were read?

18 A The actual meter readings, it appears one was
19 October 13th, 1999. Going backwards, it looks like April
20 21st, 1999, and for this document I have here, those appear
21 to be the only two actual readings that I have.

22 Q I believe it was your testimony that -- well,
23 let me ask you this. To get a meter read in this
24 particular building, what would have to be done?

25 A From the investigation of this account, it

1 appears that we'd have to contact the customer and gain
2 actual -- have him open the doors and gain access to the
3 building.

4 Q So, at least as of April of 1999, maybe five
5 months after Mr. Riccelli had closed his building according
6 to his testimony, someone was able to get into that
7 building and read the meter?

8 A Right.

9 Q Is that correct?

10 A That's correct.

11 Q And I am sure you don't know how that contact
12 occurred, but we can assume that someone from Duquesne
13 Light was able to make contact with Mr. Riccelli or one of
14 his representatives, correct?

15 A I do have some notation, right, of that.

16 Q So, they were able to get in contact with him.
17 At that point, at least according to the bill that Ms.
18 Sestak provided to us, the balance would have been
19 somewhere in the vicinity of almost \$2,000, I think about
20 \$1,850, correct?

21 A On October 13th?

22 Q No, April.

23 A I'm sorry. That's correct, \$1,849.74, April 21.

24 Q The same person who gets the reading is also
25 capable of shutting off the service, correct?

1 A Right.

2 Q Do you know why at this point, with a balance
3 like this and obviously a misunderstanding between the
4 customer and company, why they did not turn the service off
5 at that point?

6 A At this April 21st?

7 Q Yes; I mean, it would appear that there may be
8 four or five months of bills that weren't paid?

9 A As I testified earlier, they were based on
10 estimated readings, so we could not.

11 Q You couldn't?

12 A Couldn't terminate based on estimated readings.

13 Q Okay.

14 A Also, we do have to give proper notice to the
15 customer before we terminate. We can't go out that day --
16 even though we see that there is a delinquent balance
17 owing, we can't terminate that day.

18 Q But, you did get an actual reading at that
19 point?

20 A That's correct.

21 Q So, you could have initiated some sort of
22 termination at that point?

23 A That is correct.

24 Q Hypothetically speaking?

25 A Hypothetically, yes.

1 Q I think we agree on one thing, that Mr. Riccelli
2 never called actually to cancel the service because, and
3 you heard Mr. Riccelli's testimony, he said he wanted to
4 keep that light on, correct?

5 A Yes.

6 Q Do you have anything in your file from Ms.
7 White?

8 A No, I don't know who Ms. White is. In fact, as
9 I said before, I have worked at Duquesne Light Company for
10 20 years and I am not familiar with a Ms. White. I'm not
11 saying that there is not one there, but I'm not familiar
12 with her.

13 Q You would agree -- Mr. Riccelli gave me this
14 cover page from Duquesne Light this morning, and you can
15 take a look at it. It's from April 9, 1999 from Ms. White?

16 A Right.

17 Q She obviously had Mr. Riccelli's FAX number and
18 she had a phone number, so there was another phone number
19 that Duquesne Light, at least somebody at Duquesne Light,
20 had for Mr. Riccelli as of April 9 of 1999, correct?

21 A It appears that way, correct.

22 Q As of April 21 of 1999, Mr. Riccelli is allowing
23 access into the building, someone is getting into the
24 building, correct?

25 A That's right, and ...

1 Q And, -- go ahead.

2 A What I was going to say is it appears we were
3 having trouble accessing the building. We didn't have that
4 number available at the time, and it appears that Mr.
5 Riccelli was giving the cell phone number -- not at that
6 time, later on, not at the April 9th, 1999 time.

7 Q I don't want to testify for Mr. Riccelli, but I
8 believe that's a land number that he gave back in April of
9 1999, and I think his testimony was that he wanted to be
10 accessible at all times, and that's why he gave his
11 cellular number also later on.

12 A Okay.

13 MS. SESTAK: Your Honor, I would like to object to
14 this line of questioning. This has not been offered into
15 evidence. This is a piece of paper that is being shown to
16 the witness and he is being required to explain things when
17 the document itself has never been authenticated.

18 MR. MENGINE: It has his letterhead on it.

19 JUDGE GESOFF: I'm going to make copies of it so we
20 can perhaps put it into the record. It will be C-3 and
21 admitted.

22 (Whereupon, the document was marked
23 as Complainant's Exhibit No. 3 for
24 identification and received in
25 evidence.)

1 BY MR. MENGINE:

2 Q Mr. Miller, do you recognize the FAX cover sheet
3 that I have presented to you as far as the -- I know you
4 don't recognize the writing, but the actual headings on the
5 cover page?

6 A It has a Duquesne Light bill, Duquesne Light
7 logo as well as the old Duquesne Light address.

8 Q Do you recognize that as a standard cover page
9 at Duquesne Light?

10 A Yes.

11 Q Something that your employees would use?

12 A In the past, yes.

13 Q They've change since, is that what you are
14 telling the Court?

15 A Right, both the Duquesne Light sunburst as well
16 as the address.

17 Q That's a business document that Duquesne Light
18 would utilize in a situation like the one we are talking
19 about today, the FAX?

20 A Right, it is something that is available. It
21 looks like it was kind of tailor made or some modifications
22 were made, something other than the corporate issue type
23 FAX.

24 Q I understand what you are saying. You don't
25 know Ms. White, you don't have any records, but you would

1 agree with me that someone from Duquesne Light did FAX some
2 information to Mr. Riccelli back on April 9 of 1999?

3 A It appear so through the -- like I said, through
4 the logo, the numbers and the DQE at the bottom.

5 Q Only 12 days later there was an actual meter
6 read from Duquesne Light?

7 A Yes.

8 Q In your investigation, Mr. Miller, have you
9 spoken personally with any of these people who worked on
10 Mr. Riccelli's file in anticipation of the hearing; that
11 would be Mr. Baxendel, Ms. Hornfeck, Mr. Zaboroski or any
12 of the others?

13 A No.

14 Q So, your testimony today regarding what happened
15 on these phone calls is based upon your ability to read
16 these printouts that were offered into evidence?

17 A Yes, that's correct, both that and there's
18 another side, the credit side of it also of those types of
19 screens.

20 Q Okay.

21 A I pulled information from that.

22 Q I just want to understand where you gained your
23 knowledge about the situation that we are here on today?

24 A From that.

25 Q Okay. From what we have been able to gather

1 here today, we have had two meter readings in 1999, one in
2 October and one was in April; is that correct?

3 A That's correct.

4 Q Are those the only two meter readings that we
5 have during the life of this dispute that we are here for
6 today; that would have been from October of 1998 up until
7 February of 2000?

8 A I couldn't tell you. I don't think so only from
9 memory, but I couldn't say for certain without having it in
10 front of me that there were actual readings.

11 Q Again, for my -- just so I can understand, back
12 in April of 1999, what would have stopped Duquesne Light
13 from terminating Mr. Riccelli's service at that point after
14 they had gained access to the building and done the actual
15 reading?

16 A What would have stopped...

17 Q What would have stopped them from terminating in
18 this situation?

19 A The customer disputing the bill, a payment that
20 would satisfy what we were asking in the termination amount
21 if a termination was provided.

22 Q Do you have any knowledge of what stopped
23 Duquesne Light in this situation from terminating the
24 service?

25 A No, I do not.

1 MR. MENGINE: That's all the questions I have.
2 Thank you.

3 JUDGE GESOFF: Before redirect, I want to ask one
4 question. You testified that Duquesne Light does not
5 terminate a customer based on an estimated reading?

6 THE WITNESS: That's right.

7 JUDGE GESOFF: What is the reason for that?

8 THE WITNESS: For fear that Duquesne Light may have
9 given a high estimated bill, that the bill is indeed
10 inaccurate and we may have erred to the company side, so we
11 do get an actual reading, or try to obtain an actual
12 reading just to confirm that the estimates are still in
13 line with the customer's previous history.

14 JUDGE GESOFF: So, in other words, let me say it a
15 different way and see if we are in agreement. Duquesne
16 Light would not want to base a final bill, termination, on
17 an estimated reading as opposed to an actual reading; is
18 that saying the same thing? I don't want to put words in
19 your mouth.

20 THE WITNESS: Well, I think it's achieving --
21 again, we want to confirm that we are close in our
22 estimated reading with an actual reading.

23 JUDGE GESOFF: Okay. That's all I have. Do you
24 have anything else, Ms. Sestak?

25 MS. SESTAK: I have a little bit of follow-up.

REDIRECT EXAMINATION

1
2 BY MS. SESTAK:

3 Q Mr. Miller, going back to the question of
4 termination, when Duquesne Light Company obtains an actual
5 reading, and I am going to look at the statement of account
6 again, Respondent's Exhibit Number 4, we had this actual
7 bill based on the October 14th reading.

8 A October 13th.

9 Q I'm sorry, your right, the October 13th reading,
10 and the bill was prepared on the next business day, is that
11 correct?

12 A That's correct.

13 Q Looking at that, was the bill due immediately on
14 the 14th of October or was there a due date?

15 A No. The reading that was taken on October 13
16 and billed on October 14th had a due date of November 1st,
17 1999.

18 Q Would Duquesne Light Company terminate on an
19 actual reading prior to the due date?

20 A No, it would not.

21 Q Does Duquesne Light also have a policy of noting
22 whether the amount due on an account is in dispute?

23 A Yes, they do.

24 Q If a customer calls and questions the amount of
25 a bill, is that considered a dispute?

1 A Yes, it is, and we do put dispute codes on
2 accounts and that puts a temporary hold on the account
3 while Duquesne Light investigates.

4 Q During that time period, is there any
5 termination?

6 A No, there's no collection or termination action
7 being taken on the account during that time frame.

8 Q You testified early on cross examination that
9 your knowledge of this account is based upon the computer
10 screens that you have reviewed concerning this account
11 primarily; is that correct?

12 A That's correct.

13 Q You talked a little bit about how when a
14 customer service representative receives a call from a
15 customer or otherwise has reason to access an account, the
16 fact that they have accessed the account is immediately
17 populated onto the screen. The actual information that is
18 put on, besides the date and time of the call and the name
19 of the customer service representative, where does that
20 come from?

21 A The message information is all entered in by the
22 representative who accessed that account.

23 Q Is that entered at or near the time that it
24 occurs?

25 A Yes, it's usually -- sometimes it's during the

1 conversation; if not, right after the conversation.

2 Q Is that part of the normal and ordinary course
3 of the duties of those individuals?

4 A Yes, it is.

5 MS. SESTAK: I have no further questions.

6 MR. MENGINE: I have no other questions.

7 JUDGE GESOFF: I have one thing. In order to
8 terminate an account such as this one, which I believe is a
9 commercial account, Duquesne Light has to give notice, is
10 that correct, under the Commission's regulations?

11 THE WITNESS: That is correct.

12 JUDGE GESOFF: And, what is that?

13 THE WITNESS: A 72-hour termination notice for a
14 commercial account.

15 JUDGE GESOFF: Is that by letter, phone call, or...

16 THE WITNESS: The way Duquesne Light does this is
17 either make two attempts and then move it to the field
18 visit. If we are successful at one of those two telephone
19 attempts, then it's scheduled for termination because that
20 counts as a contact. If not, we do visit the site and post
21 the property.

22 JUDGE GESOFF: None of that was done in this case,
23 at least not from April 5th, 1999 on?

24 THE WITNESS: April 5th, 1999 on?

25 JUDGE GESOFF: Yes, the time in question on the

1 statement of account; you're saying that Duquesne Light did
2 not attempt to terminate the service. I'm just verifying
3 what I think has already been testified about.

4 THE WITNESS: I do not see anything.

5 JUDGE GESOFF: Okay. My last question is, he
6 didn't state this directly, but Mr. Riccelli indicated he
7 got a call from a credit bureau about paying the
8 outstanding bill. Did Duquesne Light refer this bill to
9 collection?

10 THE WITNESS: Yes, they -- I don't know that. I
11 would assume so.

12 JUDGE GESOFF: You would assume so?

13 THE WITNESS: I would assume so.

14 JUDGE GESOFF: That's fine. I have nothing else.

15 Are we finished with this witness?

16 MS. SESTAK: Yes, Your Honor.

17 MR. MENGINE: Yes.

18 JUDGE GESOFF: Thank you.

19 (Witness excused.)

20 MS. SESTAK: I call Robert Harrold.

21 JUDGE GESOFF: Did you want to move for admission
22 of your...

23 MS. SESTAK: I was going to move for admission at
24 the end of the testimony.

25 JUDGE GESOFF: Okay.

1 Whereupon,

2 ROBERT D. HARROLD

3 having been duly sworn, testified as follows:

4 JUDGE GESOFF: Would you please state your name and
5 spell your last name, please?

6 THE WITNESS: Robert D. Harrold, H-a-r-r-o-l-d.

7 JUDGE GESOFF: Thank you. Go ahead, Ms. Sestak.

8 DIRECT EXAMINATION

9 BY MS. SESTAK:

10 Q By whom are you employed?

11 A Duquesne Light.

12 Q How long have you worked for Duquesne Light?

13 A Twenty-six years.

14 Q What is your present job title?

15 A Senior meter technician.

16 Q Very briefly, what are your job duties as a
17 senior meter technician?

18 A We handle customer disputes or anything
19 involving metering, commercial or residential.

20 Q Do you have any specialized education or
21 training that relates to your job duties?

22 A Yes, I have had single-phase, three-phase
23 metering courses, some in the evening, training during my
24 regulars at Duquesne Light, plus I have an Associate Degree
25 in electronics at this point.

1 Q Where is your Associate Degree from?

2 A Community college.

3 Q Did you have occasion to visit the premises on
4 Main Street that is in question here today?

5 A Yes.

6 Q Did you prepare a report of your inspection of
7 the meter at that premises?

8 A Yes, I did.

9 Q I am going to show you a two-page document which
10 I ask be labeled for identification purposes as
11 Respondent's Exhibit Number 5.

12 JUDGE GESOFF: So marked and R-5.

13 (Whereupon, the document was marked
14 as Respondent's Exhibit No. 5 for
15 identification.)

16 MS. SESTAK: Let the record reflect that copies are
17 being provided to the Complainant, Complainant's counsel
18 and to the Judge and to the court reporter.

19 BY MS. SESTAK:

20 Q Mr. Harrold, do you have your own copy or would
21 you like another one?

22 A I have the one you handed me.

23 Q Is this actually something that you personally
24 prepared?

25 A The two-page document, yes, I personally -- I

1 filled in the blanks, yes.

2 Q What was your purposes in going to the premises?

3 A The purpose was there was a high bill complaint.

4 Q Let's go through this two-page document. Is
5 this two pages when you fill it out or is it front and back
6 of the same page?

7 A This is -- it used to be on one page and then
8 they went to two pages, so I am not sure about this one.
9 It could have been one or two.

10 Q The reason I ask is if you look down near the
11 last thing written on the far right at the bottom, it says
12 "over" and I am wondering if you turned this over and
13 completed the back or if you turned this over and wrote
14 something somewhere else that we are missing?

15 A This could have been over on the back. It
16 probably was one sheet. We have changed from one sheet to
17 two just recently, so probably back at that time, it was
18 probably one sheet. I can't guarantee that a hundred
19 percent. I'm not sure, to tell you the truth. Usually, if
20 it would say "over" it would be one sheet.

21 Q When you were initially assigned to do this
22 meter inspection report, did you receive this form to fill
23 out before you went to the premises?

24 A Yes.

25 Q And, were the machine-printed portions of this

1 form already on it when you received it?

2 A Yes.

3 Q There was some question raised earlier about
4 when actual meter readings may have taken place prior to
5 1999. Is there anything on this form that indicates meter
6 readings or estimated bills?

7 A Yes, it's listed under the column headed RC for
8 reading code.

9 Q Are you showing -- there's E's and there's J's.
10 What do they mean?

11 A Okay, E's are estimates, and the J's, from what
12 I have been informed, are actual reads.

13 Q It appears that this is on a regular one-month
14 interval without taking into account readings that take
15 place mid-cycle; is that accurate?

16 A That's correct.

17 Q Did you fill in the top portion of this document
18 where it says, "Thursday, 12-99?"

19 A Yeah, I wrote in 12-9-99, reading code 6, that's
20 just a meter inspection. I didn't change the meter or
21 anything like that. Then I put in the meter readings and
22 initialed it and put the time of the appointment down.

23 Q Did you set up the appointment?

24 A No.

25 Q Who set up the appointment?

1 A I believe that's my boss who usually does that.
2 He writes the appointment date and time at the top.

3 Q Who is your boss?

4 A Paul Meurer.

5 Q M-e-u-r-e-r?

6 A That's correct.

7 Q I see there are notes on the front of the page
8 beginning about two-thirds of the way down. Are these your
9 notes?

10 A Yes.

11 Q Could you explain very briefly what these
12 indicate?

13 A You mean just generally?

14 Q If you want to go through it point by point and
15 explain it, that would be very helpful.

16 A What I did was, starting with the first line
17 there, I went back to October 28th, 1998, the actual
18 reading you can see with the J code, and I did that because
19 the building, according to what the customer had told me,
20 was vacant since 1998, so I wanted to kind of get a
21 reading, or the usage, since it's been vacant.

22 So, I calculated it out, based on the reading that I
23 got on December the 9th, 1999 and the reading that was
24 taken on October 28th, 1998, and came up with 32,748
25 kilowatt hours used since that time. Then I equated that

1 out to per day, which was 80.5 kilowatt hours per day.
2 Then I estimated 2496 kilowatt hours per month based on
3 that. I extrapolated that from that information.

4 The next line is metering. The meter tested okay.
5 I tested the meter.

6 Q Okay, and that was in greater detail on the next
7 page; is that correct?

8 A Yes.

9 Q We will just skip by that at this point and
10 continue.

11 A Okay. The customer said that air and heat were
12 not used. However, based on the findings, my findings,
13 high bills were due to the baseboard heaters most likely.
14 Upon arrival, the two baseboard heater breakers were off,
15 but looking at the other items in the building, the
16 heaters, based on the amount of demand that was on the
17 meter at the time that I was there, my assumption, and it
18 was an assumption, was that the heaters seemed to be the
19 cause.

20 I inspected the metering service, I reset the demand
21 when I left so he wouldn't be charged anything from any
22 testing that I did.

23 Q What is demand?

24 A What demand is -- I guess maybe just to give an
25 example, if it's a hundred watt light bulb and if you leave

1 a hundred watt light bulb for one hour, it's going to
2 register .100 kilowatts.

3 Demand is the peak amount of energy used in a 15-
4 minute period. It's the peak amount at any time, but it
5 has to remain on there for 15 minutes out of the hour to
6 register that full peak.

7 Q What was the demand that you noted on this
8 meter?

9 A When I first came up to the meter, that's the
10 first thing I do is get the readings. That demand reading
11 was .540.

12 Q Did you do a test with the heaters to determine
13 whether or not they generated that amount of demand or they
14 used that amount of demand?

15 A Yes. What I did was, being that I was looking
16 at those as possibly being the cause of the demand, we
17 pushed the breakers on, the heaters came on and I measured
18 the load on the meter, which I can do with a formula that I
19 use...

20 JUDGE GESOFF: Now you are going back to the second
21 page of the exhibit, correct?

22 THE WITNESS: I'm sorry, yes, only to get the
23 number of the heat load, the upper right-hand corner.
24 Actually those are the heating units, and I checked the
25 load. It was 6.48 KW, or 6,480 watts.

1 BY MS. SESTAK:

2 Q You said that the circuit breaker for the
3 heaters was off when you arrived. Do you have any way of
4 knowing how long that had been off?

5 A No.

6 Q Was the building warm when you got there?

7 A No.

8 Q Please continue with the rest of the entries on
9 the first page and then we will move on to the second.

10 A Okay. I set the demand, I'm still on the first
11 page, when I left and the customer witnessed that I sealed
12 the demand. We put a little yellow seal on it, on the
13 demand reset.

14 Q When you say seal, do you mean that you put some
15 type of a locking device on it, or do you put something on
16 it that would show if it was tampered with?

17 A Yes, it's called a pull type seal. In order to
18 get them off, you have to break, and then we would know if
19 somebody was tampering with that demand.

20 Q So, if somebody wanted to break it, they could,
21 but then they wouldn't be able to conceal the fact that
22 they broke it?

23 A Right, it would be broken.

24 Q I'm sorry. I'm not trying to put words in your
25 mouth.

1 A Do you want me to go into my writing, the
2 remarks for further action?

3 Q Well, there's some note written below the field
4 resolution on the first page. We had already looked at
5 where it said "over." What is this other stuff that looks
6 like it says E 55?

7 A That's the other meter. There was two meters at
8 the site. This is the other meter that was there. That's
9 G 55 130126, and it was zero demand on it, and I believe --
10 I think that's the reading, 1170. I just wrote that down
11 for reference. That's the seal number below that. That
12 I-623778, that's the meter seal.

13 Q Was that other meter operating at the time?

14 A No, it was shut off.

15 Q Okay.

16 A And, it is shut off as indicated by a black
17 stripe on the seal. That's the way they -- we put it on
18 with a magic marker, and that indicates the meter is shut
19 off.

20 Q Let's look at the second page of your report.
21 What do your notations here, beginning with the Premise
22 Data, indicate?

23 A The Premise Data is the type of heat. There was
24 electric baseboard heat. The air conditioning, I had a
25 window air conditioner. The furnace, it was inoperative.

1 From my recollection of what the customer said, the gas was
2 shut off so that couldn't be operated.

3 There was a cash register on in the store when I
4 arrived, and I believe I could tell that from the display.
5 It's been a few years since I have been there. I thought
6 there was some -- like a display on it. I have wattage of
7 that included in the load at the time.

8 The load at the time -- when I come up upon a meter,
9 I check the load that is on the meter before we do anything
10 just to see what is on at that time. That load, I
11 documented the bottom part of page where it says, Load at
12 Inspection Time, in the bottom middle. It was 170 watts, I
13 believe.

14 Going back to the top of the Premise Data, the 6.48
15 KW was the actual KW of the heaters. The number of air
16 conditioning units, I believe there were three. I know
17 there was one on the first floor.

18 The water heater was inoperative. There was a pop
19 cooler there and a fridge, and they were inoperative. Then
20 there was some various other lights, but I didn't document
21 them, ceiling lights, fluorescent lights.

22 Q Let's skip to the bottom and get to your further
23 action last.

24 A Okay.

25 Q You mentioned testing the meter. Are the meter

1 test results shown at the bottom of this page?

2 A Yes, they are.

3 Q What were the results?

4 A Actually, we do three tests. The one test is
5 full load, and that tested out to be 100.6, which was in
6 the PUC limits of two percent either side of 100. The
7 light load test was 100.7. So, the meter accuracy was
8 good.

9 The third part is an additional test we do for
10 demand. I actually put a certain amount of load on the
11 meter and see if that demand registers that load. That was
12 -- usually I don't put that remark down because there is no
13 spot for that, but we always do that just as a third check.

14 Q We have located a photocopy that has a little
15 more information on it. Mr. Harrold, looking at the
16 bottom, can you see what appears below Power Factor in the
17 center?

18 A Yes.

19 Q What is that?

20 A It's Standard Number.

21 Q Is there a number filled in?

22 A Yes, 165 A.

23 Q What does that mean?

24 A That's just the Duquesne Light numbering system
25 that they use for their standards. Each standard has a

1 different number. It's a meter test set, a device that we
2 use.

3 Q To the left with a bracket around the right
4 side, there seems to be some handwritten notations. Can
5 you tell us what those are?

6 A Yes, I wrote them. It's "Cash register and neon
7 light in front window."

8 Q It looks like that is coming out from Load at
9 Inspection Time. You previously testified that at the time
10 you arrived, the cash register and the light in the window
11 were operative and on; is that correct?

12 A Yes, that was the -- right, that was the two
13 things that were on that I had witnessed.

14 Q Okay. Moving along from there, can you explain
15 what this section immediately above that that begins with
16 "Registering Correctly, Yes," what do the notations in that
17 area mean?

18 A The grounds to circuits; is that what you mean?
19 Grounds to circuits, what that means is -- is that where
20 you meant?

21 Q Not really; just right below the customer's
22 signature, to the left?

23 A Oh, the notation above Registering Correctly?

24 Q Yes.

25 A It's called a standard test, STD TEST. That's

1 the standard that I use. I tested the meter with a
2 standard, the 165 A standard that I mentioned prior.

3 Q The lines below that, what do they indicate?

4 A The line below that, the LCWR/NO FURTHER COMPANY
5 ACTION, those are cards we hand out to the customer if the
6 customer is satisfied that the bill is correct. In this
7 particular case, that was still pending, so I can't hand
8 that card out, so I put No.

9 Q To the right, I see a number of notations beside
10 Seal Number?

11 A Yes. Seal Number As Left is the seal I put on
12 that meter socket when I left. Seal Color was the color of
13 the seal upon arrival at the site. That was the one that
14 was on there when I arrived, and the number of that seal
15 was the Seal As Found, E 311683. The MD-S, that means
16 meter device was sealed, and M-S DE means the demand meter
17 was sealed, meaning the metering was sealed correctly, both
18 the demand and the actual meter.

19 What I have below that, it says "Red." That's just
20 the red seal that's one the demand. It just said Duquesne
21 Light on it. I think it was a pull type seal, the same
22 type that I would use. We have different colors for
23 different groups.

24 Q Now, you started to testify before you were
25 redirected about grounds to circuit. What does that mean?

1 A That means that if everything is off with the
2 breakers on, okay, if all the breakers are on, the ones
3 that can be turned on, and you turn off all the lights, the
4 neon light was off, the register was unplugged or turned
5 off or whatever, the meter should not be turning.

6 If it would be turning, then there would be some
7 sort of ground possibility, or there might be something on
8 that we are not aware of.

9 In this particular case, when we did that with
10 everything off, the meter didn't turn, so that would
11 indicated no grounds, no short in the wiring. That's what
12 the grounds mean, any shorts in the wiring. There wasn't
13 any as far as I could see.

14 Q I believe you have already indicated that you
15 discussed this matter with the customer and his
16 satisfaction was pending?

17 A Yes, because he was still questioning the bill,
18 which is beyond my scope at that point because I am a meter
19 technician. I test the actual facilities.

20 Q Finally, let's get to the section labeled
21 Remarks/Further Action. Would you go through that for us,
22 please?

23 A Okay. I showed the customer that the heater
24 breakers were off and with just the neon light on, the
25 demand would be somewhere around .001 or .002 depending on

1 how much it was pulling because it was such a small load.
2 Then I told him this information would go to a commercial
3 rep who would be in touch with him.

4 Then the note I have on here is that the second
5 floor is on meter, G-55130125, and the kilowatt hours was
6 all zeros, I believe. The seal on that was the brown seal,
7 T-623778, and it shut off and a black mark on the seal
8 indicated that service was shut off. The only service that
9 was on was on the first floor.

10 Q You indicated here that there would be further
11 follow-up by the commercial service representative. I am
12 going to show you a document that I ask be labeled for
13 identification purposes as Respondent's Exhibit Number 5.

14 MS. SESTAK: Let the record reflect that copies are
15 being provided to the Judge and the court reporter.

16 JUDGE GESOFF: This is Exhibit 6.
17 (Whereupon, the document was marked
18 as Respondent's Exhibit No. 6 for
19 identification.)

20 MS. SESTAK: This is 6?

21 JUDGE GESOFF: Yes, the meter report was R-5.

22 MS. SESTAK: I apologize. I forgot to write that
23 down.

24 BY MS. SESTAK:

25 Q This is a letter dated January 26th.

1 JUDGE GESOFF: Of the year 2000.

2 BY MS. SESTAK:

3 Q Of the year 2000, I apologize. Mr. Harrold, is
4 this the follow-up from the customer service representative
5 that you indicated would occur on your meter inspection
6 report?

7 A I don't know. I have never seen this document
8 before. Usually we don't see any follow-up after the
9 inspection.

10 Q I won't ask you questions about it then.

11 JUDGE GESOFF: You can ask -- the meter that is
12 listed there, is that the meter that is listed on R-5?

13 THE WITNESS: Are you asking me?

14 JUDGE GESOFF: Yes.

15 THE WITNESS: Yes, that meter 82600473?

16 JUDGE GESOFF: Yes.

17 THE WITNESS: That is the meter.

18 JUDGE GESOFF: And, the reading date, is that the
19 reading date on R-5?

20 THE WITNESS: The December 9th, 1999?

21 JUDGE GESOFF: Yes.

22 THE WITNESS: That was the date that I was there,
23 and the 3943 was the reading I got, and the .54 was the
24 demand I got, yes.

25 JUDGE GESOFF: And, is the previous readings

1 information on the January 26th letter the same as
2 indicated on R-5?

3 THE WITNESS: The October 13th, you mean?

4 JUDGE GESOFF: Yes.

5 THE WITNESS: October 13th, I don't have...

6 JUDGE GESOFF: That's not on there?

7 THE WITNESS: It's not on there.

8 JUDGE GESOFF: Go ahead, Ms. Sestak.

9 MS. SESTAK: I have no further questions for this
10 witness.

11 JUDGE GESOFF: Cross?

12 MR. MENGINE: Thank you.

13 CROSS EXAMINATION

14 BY MR. MENGINE:

15 Q Mr. Harrold, just a couple of questions.

16 Without the documents in front of you, do you have an
17 independent recollection of being at the premises on that
18 day?

19 A Yes.

20 Q Good. In that case, can you tell me what the
21 second and third floors looked like in the building?

22 A We never went up to the second and third floor.

23 Q You were able to tell us there was no usage on
24 those floors by checking the meters, correct?

25 A The service was shut off and also based on the

1 customer's information.

2 Q What did the first floor look like; I know you
3 told me what was in there, but did it look it was being
4 used for anything?

5 A The first floor looked vacant. There were some
6 items in there, but I don't remember what they all were.
7 There was like a pop machine and a refrigerator, but they
8 were unplugged or inoperative.

9 Q Were there any products in the pop machine or
10 the refrigerator that you recall?

11 A I don't recall.

12 Q Were there any items for sale in the store; did
13 the store appear to be open?

14 A No, the store did not appear open when I was
15 there.

16 Q Did you see any items on the shelves?

17 A I don't remember that; sorry.

18 Q Okay. I think Ms. Sestak asked you if the
19 building if the building was warm, and your response was,
20 no. Can you elaborate on that; was it cold in there?

21 A It was -- the time of the month in December, it
22 was not warm. It was just what I would expect with no
23 heat.

24 Q On the first page of that report, R-5, in the
25 Field Resolution section, you did say that the baseboard

1 heaters were off, correct; the breakers were off, correct?

2 A The breakers were off, that is correct.

3 Q But, you were trying to make your best guess as
4 to how the heat bills could be so high?

5 A Right, that's part of my responsibility as a
6 tech. I try to find out what could cause those high
7 demands.

8 Q And, your conclusion was an assumption that it
9 must have come from the baseboards?

10 A Yes.

11 Q Is that still your conclusion?

12 A Yes, and I based that on the calculation that I
13 did with the -- when I tested the heaters. The 6.48 -- if
14 I may elaborate?

15 Q Sure.

16 A The 6.48 KW equates to .54 demand.

17 Q I guess, can you elaborate further; with that
18 being your assumption, are you saying that perhaps these
19 baseboard could have been on at an earlier time before you
20 went to inspect?

21 A Yeah, because the demand would still have it on
22 the meter. The demand isn't reset until the meter reader
23 comes and resets it. I did it that day because I tested
24 the meter.

25 Q Certainly, if the neon light and even the cash

1 register were on at all times, they would come nowhere near
2 what the readings were?

3 A No, it would be .001 or .002. That's just a
4 guess, but it was just a small load, a very small load,
5 those two items.

6 MR. MENGINE: That's all I have. Thank you.

7 JUDGE GESOFF: Any redirect?

8 MS. SESTAK: No redirect, Your Honor.

9 JUDGE GESOFF: Okay, thank you.

10 (Witness excused.)

11 MS. SESTAK: I would move for admission of
12 Respondent's Exhibits 1 through 6. If necessary, I can
13 recall Mr. Miller to authenticate Exhibit 6, which is the
14 letter from Mr. Gapko.

15 MR. MENGINE: I am not going to make her do that.
16 I have no objections.

17 JUDGE GESOFF: All right. Exhibits R-1 through R-6
18 are admitted.

19 (Whereupon, the documents marked as
20 Respondent's Exhibit Nos. 1A through
21 6 were received in evidence.)

22 MS. SESTAK: Thank you. Also, Your Honor, I was
23 not prepared to address today the customer service
24 questions that arose in the context of the Complainant's
25 presentation. If you would refer to the complaint as

1 filed, the Complainant's focus is only on the fact that the
2 building was not occupied during a certain time period and
3 that the billing was too high based upon that.

4 There is nothing in the complaint about calling
5 people, not getting calls back, any Ms. White or any of the
6 other customer service representatives who were allegedly
7 spoken to. I ask that the hearing be continued to a later
8 date to permit me the time to research this aspect of the
9 matter and present witnesses and documentation concerning
10 these issues.

11 MR. MENGINE: If I may make a response, Your Honor?

12 JUDGE GESOFF: Yes.

13 MR. MENGINE: The testimony wasn't introduced so
14 much to say Duquesne Light is not responding to him as it
15 was to show that Mr. Riccelli -- those are the only
16 documents that he can show that pertain to actual dates and
17 the fact that he gave notice to Duquesne Light and that
18 they were notified of his dispute, that they knew about it.

19 It kind of goes in with when the readings were made
20 and what kind of notice was there. I am not here to say
21 that they didn't return a phone call or anything like that.
22 I don't even think it's really relevant to this case.

23 JUDGE GESOFF: With that, I don't think we need a
24 continuance because I am not going to consider any of the
25 testimony as going to an allegation that Duquesne Light

1 rendered unreasonable service by not following up on
2 customer complaints.

3 MS. SESTAK: Thank you.

4 JUDGE GESOFF: I don't require briefs. You can
5 make closing statements, or if you want to take another
6 shot at settling after laying all your cards on the table,
7 you can do that, too.

8 It's not a difficult decision to make on my part as
9 far as writing a decision on the case. I'm not trying to
10 avoid that. I am trying to give you a chance to resolve it
11 among yourselves if you think that would be possible.

12 MR. MENGINE: I am always open to try to resolve a
13 case, but it just seems like we are -- the reason I am
14 pessimistic, Your Honor, we are so far away. We weren't
15 even near each other at all.

16 JUDGE GESOFF: This is a high bill complaint and in
17 a customer -- residential customer high bill complaint, the
18 Commission has an evidentiary standard they use called the
19 Waldron Rule that can be applied to commercial accounts.

20 Basically, that rule says that if the Complainant
21 puts forth a prima facie case -- well, in order for the
22 Complainant to put forth a prima facie case, it has to show
23 the prior billing history, it has to show that there were
24 no abnormalities in the past, that the occupants in the
25 residence, and in this case the business, remained the same

1 and that there was a potential for low energy use.

2 Having done that, the burden would then shift to the
3 respondent utility, which could not just put into evidence
4 that the meter was accurate. They would have to go a
5 little further.

6 I will stop there. I will give you a few minutes if
7 you want to talk settlement. If not, I will just give you
8 an opportunity for closing statements.

9 MS. SESTAK: I really don't have any leeway on the
10 prior offer.

11 JUDGE GESOFF: Okay, I don't want to hear about
12 that.

13 MR. MENGINE: I don't think that we can, Your
14 Honor.

15 JUDGE GESOFF: I don't want to hear what the prior
16 offer was.

17 MR. MENGINE: Okay, I don't think she was going to
18 say.

19 JUDGE GESOFF: You are not moving, and you are not
20 satisfied with that?

21 MR. MENGINE: Right.

22 JUDGE GESOFF: Okay. We'll do closing statements,
23 and since you have the burden of proof, I will let you go
24 last.

25 So, go ahead, Ms. Sestak.

1 MS. SESTAK: Your Honor, this is a basic high bill
2 complaint. The Complainant, by his own admission, did not
3 go near the building for a period of more than a year
4 excepts for a few occasions. He did not keep close track
5 of the building. He did not have a security system in
6 place.

7 He indicated that certain things were turned off,
8 but he has no way of knowing whether items may have been
9 left on, whether anybody may have entered the premises and
10 turned items on.

11 Because he did not monitor his usage, he did not
12 provide a forwarding address for his bills so that he could
13 check them every month to see whether there was usage in
14 the building and because he did not make arrangements to
15 have monthly readings of the meter to see what the actual
16 usage was on a consistent basis from month to month,
17 Duquesne Light Company was put in a position of only being
18 able to obtain readings very irregularly at the whim of the
19 Complainant when he was willing to go to the building and
20 permit a meter reader to enter the premises.

21 Duquesne Light Company nevertheless issued accurate
22 bills based upon actual readings for the amount of service
23 actually consumed on the premises. The Complainant did not
24 contact Duquesne Light Company to discontinue service. He
25 wanted to continue to receive service at the premises.

1 Therefore, it's Duquesne Light Company's position
2 that he is responsible for the service that was consumed on
3 the premises.

4 MR. MENGINE: Your Honor, obviously this is not a
5 situation where Mr. Riccelli is ducking the light company.
6 He actually filed the complaint here today. He is the one
7 who initiated all the customer complaint calls.

8 He requested FAXed information in April of 1999 from
9 Duquesne Light. He gave them his FAX number, he gave them
10 a phone number, and there was an actual reading taken.

11 Obviously, the gentleman wanted to keep his building
12 with a light on. That's a fact. I don't think Duquesne
13 Light can dispute that. He cooperated throughout. They
14 came and they took readings.

15 Mr. Harrold testified that the place looked
16 abandoned. Mr. Riccelli, in good faith, thought he had an
17 abandoned building with one light on and he was dumbfounded
18 as to why his bills were this much money.

19 I don't know what else he could have done. It is a
20 tough situation, but it's certainly not a situation where
21 he was uncooperative. He provided all the information.
22 Duquesne Light can't come in here today and say he didn't
23 cooperate with us.

24 I do think they had -- knowing the situation, they
25 did have some kind of duty back in April when they knew

1 what the actual reading was and he wasn't paying the bill
2 and they knew of his complaint, they should have started
3 termination proceedings. They knew how to get in touch
4 with him.

5 At the very least, the Court should consider that as
6 a compromise position as to what this bill should really be
7 because there was no satisfaction given to Mr. Riccelli
8 back in April of 1999, and the balance was just allowed to
9 accumulate until we get here today.

10 That's where we are today. It's a tough situation,
11 but we think Mr. Riccelli should not be responsible for the
12 entire bill. We do believe that he is responsible for part
13 of this bill and we are not trying to absolve all his fault
14 here today.

15 JUDGE GESOFF: With respect to the argument that
16 Duquesne Light should gone ahead and started termination
17 proceedings when they issued a bill for some \$1,200, I
18 don't think that's a strong argument.

19 The one thing in this case that seems to turn the
20 case is you have evidence that the potential for energy was
21 low because all there was was a light on and maybe a cash
22 register, and that would have registered almost nothing on
23 the demand meter, except that when Mr. Harrold went in, he
24 saw a reading on the demand meter of .540, which meant at
25 some point there was 15 minutes of use at that level.

1 Then he did a calculation based upon the heaters
2 when he turned the heaters on and found that the heat load
3 would equate to that demand. That's indicative of the fact
4 that -- that rebuts the testimony of the potential for low
5 energy by saying that the demand meter had to register
6 something and it was probably the heat, so at some point
7 that heat must have been on.

8 That's what I have a problem getting over, and
9 nobody mentioned that. To me, that's an important issue in
10 the case. It's a tough one, so I would rather not be in a
11 position of all or nothing, but maybe I am left with that.

12 We can end it here or we can discuss it further.
13 You know you can still settle the case after the record is
14 closed.

15 MR. MENGINE: I will gladly attempt to do that.

16 JUDGE GESOFF: Okay. What happens from this point
17 is I get a transcript in 15 working days, and then I have
18 90 days to write the decision. It won't take that long. I
19 can get it out pretty quickly.

20 You will get a copy of it with a cover letter that
21 says you if you have exceptions, you must file them with
22 the Commission and how to file them. The Commission then
23 renders a final decision.

24 From that decision, you have 30 days from the entry
25 date on it to file an appeal with Commonwealth Court.

1 That's the next step. I always say that at the end of the
2 proceeding. You probably know all about that.

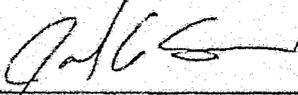
3 There being nothing further, all the evidence is in,
4 it's been admitted and the hearing is concluded.

5 Whereupon, at 12:30 p.m., the hearing was
6 adjourned.)

7
8
9
10 C E R T I F I C A T E

11 I hereby certify, as the stenographic
12 reporter, that the foregoing proceedings were reported by
13 me and thereafter reduced to typewriting by me or under my
14 direction; and that this transcript is a true and accurate
15 record to the best of my ability.

16
17 COMMONWEALTH REPORTING COMPANY, INC.

18
19 BY: 

20 John A. Spin

21
22
23
24
25
SECRETARY'S BUREAU
02 APR 19 PM 1:17



Duquesne Light Company

411 Seventh Avenue
P.O. Box 1930
Pittsburgh, PA 15230-1930

AMOUNT PAID

MAKE CHECK PAYABLE TO DUQUESNE LIGHT

ACCOUNT NUMBER 5000844391001

958.30

JOE RICCELLI
FLR. 1
912 MAIN ST.
PITTSBURGH, PA 15215-2352

PLEASE RETURN THIS
PORTION WITH YOUR
PAYMENT

4

50008443910017 00000958301 00000958301 00000958301

ACCOUNT NUMBER	SERVICE USED AT	DATE PREPARED
5000844391001	912 MAIN ST FLR 1	H FEB 24, 1999
RATE GM - GENERAL SERVICE MEDIUM		

TYPE OF SERV	SERVICE PERIOD		KILOWATT HOUR INFORMATION					KW DEMAND INFORMATION		
	FROM	TO	METER READINGS		DIFFERENCE	METER CONSTANT	KILOWATT HOURS	DEMAND READING	PWR FACT MULT	BILLING DEMAND
			PRIOR	PRESENT						
	10-28	12-29	1214	1801	587	12.0	7044	.65		7.80

CORRECTED BILL

DOCUMENT

HORNFECK

AMOUNT OF LAST BILL	\$957.43
OTHER ADJUSTMENTS	655.72 CR
ACCOUNT BALANCE AT BILLING TIME	\$301.71

CUSTOMER CHARGE THIS BILLING PERIOD (2.00 MO.)	\$18.14
DEMAND CHARGE - 5 KW AT NO CHARGE	.00
2.8 KW AT \$36.680000 PER KW	102.70

ENERGY-CHARGE - 1100 KWH AT 13.9700 CENTS / KWH	153.67
1500 KWH AT 13.0900 CENTS / KWH	196.35
4444 KWH AT 3.8000 CENTS / KWH	168.87

PENNSYLVANIA TAX ADJUSTMENT	.54 CR
ENERGY COST RATE - .3628 CR CENTS PER KWH	25.56 CR
SALES TAX	42.96

CURRENT BILLING PERIOD AMOUNT \$656.59

PRESENT ACCOUNT BALANCE \$958.30

APPROXIMATELY 21.3% OF YOUR BILL IS FOR FEDERAL, STATE, AND LOCAL TAXES.

POOR ORIGINAL

PAID

APR 25 2002

MR. BAXEWDALE

119-18 EXT

MRS WHITE
~~393 7280~~
 393 4628

393-2704
 2758
 MR. ZABO ROSKI
~~393 4628~~
 2196

ESTIMATED PA. STATE TAXES INCLUDED IN THIS BILLING	LATE PAYMENT CHARGE RATE PER MONTH
\$84.69	1.25%

5000844391001

DUPLICATE	AMOUNT DUE
MAR 12 '99	958.30

C-1
C-20016621
4-1-02
PIHS
JMS

1512.12



Please make sure Duquesne Light's address below appears in the window of the enclosed return envelope

DUQUESNE LIGHT
BOX 10
PITTSBURGH PA 15230-0010

If you have a question about your bill, please contact us.

When telephoning dial **1-888-393-7100**. Having your ACCOUNT NUMBER ready when you call will enable us to provide faster service to you.

When writing Please use a separate sheet of paper and include your name, your address, telephone number and your ACCOUNT NUMBER.
Address your letter to: Consumer Services Department (1-894)
Duquesne Light Company
PO Box 1930
Pittsburgh, PA 15230-1930

DOCUMENT FOLDER

DOCKETED

APR 25 2002

SECRETARY'S BUREAU

02 APR 19 PM 1:31

RECEIVED

5000844391001 CC 013 LST-BL 04 RD CYC 50 BL CYC 50 SERV START 12/02/94
 RICCELLI JOE STATUS ACTIVE NOR LAST-TRAN 04/05/99
 912 MAIN ST FLR 1 RT/RDR 207 000 DISPUTE EXP
 PITTSBURGH PA 15215-2352 412 781 2102 502 RNTPROP NO

***** 01-22 STATEMENT OF ACCOUNT ***** 04/09/99 *** 1221 **

TRANS	TRANSACTION	AGENCY	BATCH	SEQ NO	PMT DATE	AMOUNT	ACCOUNT BALANCE
07/30/98	UTILITY BIL			31	08/17/98	300.29	300.29
08/28/98	LATE PAY CH				09/15/98	3.75	304.04
08/28/98	UTILITY BIL			29	09/15/98	213.37	517.41
09/06/98	PAYMENT	900	352	405	09/06/98	310.00-	207.41
09/30/98	LATE PAY CH				10/16/98	2.59	210.00
09/30/98	UTILITY BIL			33	10/16/98	217.79	427.79
10/05/98	PAYMENT	900	318	157	10/05/98	210.00-	217.79
10/28/98	LATE PAY CH				11/13/98	2.72	220.51
10/28/98	UTILITY BIL			28	11/13/98	198.67	419.18
11/17/98	PAYMENT	32	480	18	11/13/98	300.00-	119.18
12/02/98	LATE PAY CH				12/18/98	1.49	120.67
12/02/98	UTILITY BIL				12/18/98	324.33	445.00
01/04/99	LATE PAY CH				01/20/99	5.54	450.54
01/04/99	UTILITY BIL				01/20/99	331.39	781.93

Civil

*** ARE THERE MORE RECORDS YES ***
 DSPLY 23 KEY TO NEW SS DSPLY KEY

C-2
 C-20016621
 4-1-02
 PHS
 SAS

5000B44391001 CC 013 LST-BL 04 RD CYC 50 BL CYC 50 SERV START 12/02/94
 RICCELLI JOE STATUS ACTIVE NOR LAST-TRAN 04/05/99
 912 MAIN ST FLR 1 RT/RDR 207 000 DISPUTE EXP
 PITTSBURGH PA 15215-2352 412 781 2:02 SC2 RNTPROP NO

***** 01-22 STATEMENT OF ACCOUNT ***** 04/09/99 *** 1211 **

TRANS	TRANSACTION	AGENCY	BATCH	SEQ NO	PMT DATE	AMOUNT	ACCOUNT BALANCE
01/20/99	PAYMENT	900	469	65	01/20/99	200.00-	581.93
02/02/99	LATE PAY CH				02/17/99	7.27	589.20
02/02/99	UTILITY BIL				02/17/99	368.23	957.43
02/24/99	BILL				03/12/99	324.33-	633.10
02/24/99	BILL				03/12/99	331.39-	301.71
02/24/99	BACKOUT BIL			62	03/12/99	324.33	633.10
02/24/99	BACKOUT BIL			62	03/12/99	331.39-	301.71
02/24/99	UTILITY BIL			62	03/12/99	656.59 ?	958.30
02/25/99	BILL				03/15/99	368.23-	590.07
02/25/99	BACKOUT BIL			31	03/15/99	368.23-	590.07
02/25/99	UTILITY BIL			31	03/15/99	328.09 ?	918.16
02/26/99	UTILITY BIL			31	03/16/99	328.09 ?	1,246.25
04/05/99	LATE PAY CH				04/21/99	15.49	1,261.74
04/05/99	UTILITY BIL			29	04/21/99	250.38	1,512.12

*** ARE THERE MORE RECORDS YES ***
 DSPLY 23 KEY TO NEW SS DSPLY KEY



One Oxford Centre
301 Grant Street
Pittsburgh, PA 15278

DOCUMENT FOLDER

(412) 393-6000

FAX COVER SHEET

POCKETED

APR 25 2002

SECRETARY'S BUREAU

02 APR 19 PM 1:31

SECRETARY'S BUREAU

TO: Joe Licelli

COMPANY: _____

PHONE: 781-2102

FAX: 784-1291

FROM: Mr. White

COMPANY: DUQUESNE LIGHT COMPANY

PHONE: (412) 393-4628

FAX: (412) 393-6928

DATE: 4-9-99

PAGES INCLUDING THIS COVER PAGE: 3

COMMENTS: _____

_____	_____
_____	_____
_____	_____

faxcover

**DELIVERING
QUALITY
ENERGY**

C-3
C-20016021
4-1-02
PIHS
OAS

DOCKETED

APR 25 2002

ELECTRIC - PA. P.U.C. NO. 20
Superseding

ELECTRIC - PA. P.U.C. NO. 18
and Supplements thereto

DUQUESNE LIGHT COMPANY

SCHEDULE OF RATES

For Electric Service in Allegheny and Beaver Counties

(For List of Communities Served, see Page No. 4)

Issued By

**DOCUMENT
FOLDER**

DUQUESNE LIGHT COMPANY
411 Seventh Avenue
Pittsburgh, PA 15219

RECEIVED
02 APR 19 PM 1:31
P.U.C.
SECRETARY'S BUREAU

JOHN R. MARSHALL
President

ISSUED: APRIL 27, 2000

EFFECTIVE: APRIL 28, 2000

Issued in compliance with Public Utility Commission Order dated April 13, 2000,
at A-00110150 F0023 and R-00995028.

NOTICE

See Page Two

R-1A
C-20010021
41-1-02
P145
JAS

RULES AND REGULATIONS - (Continued)

THE ELECTRIC SERVICE TARIFF - (Continued)

Definitions - (Continued)

(19) **Transition or Stranded Costs** - The Company's known and measurable net electric generation-related costs, determined on a net present value basis over the life of the asset or liability as part of its restructuring plan, which traditionally would be recoverable under a regulated environment but which may not be recoverable in a competitive electric generation market and which the Commission determines will remain following mitigation by the Company. Transition and stranded costs also include other items as defined in the Act.

(20) **Transmission Charges** - Basic charges for the cost of transporting electricity over high voltage wires from the generator to the distribution system of the Company.

3.2 ELECTRIC GENERATION SUPPLIER TARIFF The rules and guidelines provided in the Company's "Electric Generation Supplier Coordination Tariff" (Supplier Tariff) shall apply to EGS's accessing the Company's transmission and distribution systems to supply electricity to retail customers. Those rules and guidelines pertaining to direct access procedures shall apply accordingly to customers who elect to purchase part or all of their electricity from an EGS. Copies of these rules may be obtained at the Company's offices.

3.3 COMPETITIVE TRANSITION CHARGE RECONCILIATION Each month, the Company will separately account for competitive transition charge (CTC) revenues collected from each rate class under the applicable interim tariff rates. The revenues collected from each rate class during the interim period prior to the sale of the generation assets will be used to adjust the amount owed by each rate class. Subsequent to the sale of its generation assets, the Company will establish final CTC rates for each rate class considering the amount of divestiture proceeds and revenues recovered under the interim CTC rates. The exact methodology for determining final CTC rates was established by the Commission when it approved the Company's auction plan.

CONTRACTS, DEPOSITS AND ADVANCE PAYMENTS

4. CONTRACTS The Company reserves the right to require non-residential customers to sign a written contract indicating the rate for electric service and to require a contract term which, in the judgment of the Company, is sufficient to justify the cost of any facilities installed for the exclusive use of the customer. Customers who have facilities extended for their exclusive use will be permitted to purchase electricity from an EGS according to the provisions of direct access and the Act. Extension of such facilities will not be conditioned on the customer's agreement to purchase generation from the Company. Receipt of electric service by any entity, however, shall constitute the receiver a customer of the Company, subject to its rules and regulation, whether service is based upon contract, agreement, accepted signed application or otherwise. The customer shall notify the Company, in advance of receipt of electric service, of the customer's name, address to which the electricity is to be delivered, the address to which the bill is to be mailed, the date delivery of electricity is to commence, and provide information requested by the Company regarding the customer's credit standing. The customer shall notify the Company to cancel electric service and the customer shall be responsible for payment for all electric charges until the customer has so notified the Company to cancel electric service.

(C) - Indicates Change

RULES AND REGULATIONS - (Continued)

CONTRACTS, DEPOSITS AND ADVANCE PAYMENTS - (Continued)

4. CONTRACTS - (Continued)

The Company at its sole discretion may enter into special contracts for electric service with industrial or commercial customers having load of at least 100 kW to address changing business needs or operating conditions, for incremental sales of at least 100 kW from existing or new industrial customers, or to address less expensive competitive alternatives for energy to be used for applications other than space heating. If requested by the Company, the customer shall provide to the Company, on a confidential basis, all information, records and financial analysis necessary to evaluate the customer's request for a special contract.

Terms and conditions of service will be mutually agreed upon by the Company and the customer and included in a signed contract, which will be filed with the Public Utility Commission. The Company at its sole discretion may request Public Utility Commission approval. The terms of the agreement will be confidential upon filing with the Commission. Rates established under special contracts will be sufficient to recover, at a minimum, all appropriate incremental costs, and an appropriate contribution towards transition costs.

The contract shall contain all terms and conditions and the rates and charges to be paid for electric service. The contract shall be for a period of no less than five years and no greater than ten years.

The contract will be terminated by the Company if the Company charges are not paid when due as specified in Tariff Rule No. 21, before the addition of the Late Payment Charge. Upon termination of the contract under these conditions, the regular electric tariff rates will be applied to electric service rendered from that point forward. A new special contract will not be made available to a customer whose previous special contract was terminated because of failure to pay bills as specified in Tariff Rule No. 21.

For contracts that do not contain provisions governing the customer's rights under direct access, the Company will unbundle the customer's contract effective as of January 1, 1999, in a manner that retains the customer discount and reflects the amount of transmission, distribution, CTC and generation charges in the customer contract. The customer may continue to purchase electricity from the Company in accordance with the terms and conditions of the contract; terminate the contract and obtain electricity from an EGS on the otherwise applicable tariff rates according to the eligibility under direct access; or, retain the Company's services under the unbundled rates of the contract and purchase electrical energy from an EGS. The customer's discount from the otherwise applicable tariff rates will be allocated equally between the CTC components and the generation components of the unbundled rates. The discount will be applied to the demand and energy components of the unbundled rate elements. Contract expiration shall not affect the applicability of any statutory rate cap.

For contracts that contain provisions governing the customer's rights under direct access, the Company will unbundle the customer's contract and the customer will be eligible to obtain electricity from an EGS only in accordance with the terms and conditions of the customer's contract.

DOCUMENT
FOLDER

ELECTRIC - PA. P.U.C. NO. 18
Superseding
ELECTRIC - PA. P.U.C. NO. 17
and Supplements thereto

DUQUESNE LIGHT COMPANY
SCHEDULE OF RATES

For Electric Service in Allegheny and Beaver Counties

(For List of Communities Served, see Page No. 4)

Issued By

ROCKETED
APR 25 2002

DUQUESNE LIGHT COMPANY
411 Seventh Avenue
Pittsburgh, PA 15219

RECEIVED
APR 19 11:31
SECRETARY'S BUREAU

DAVID D. MARSHALL
President and Chief Executive Officer

ISSUED: December 23, 1998

EFFECTIVE: January 1, 1999

NOTICE

Issued in compliance with Pennsylvania Public Utility Commission Order of
December 17, 1998 at Docket No. R-00974104

See Page Two

R-18
C-2001002/
01-1-R
PLHS
095

RULES AND REGULATIONS - (Continued)

CONTRACTS, DEPOSITS AND ADVANCE PAYMENTS - (Continued)

4. CONTRACTS - (Continued)

The Company at its sole discretion may enter into special contracts for electric service with industrial or commercial customers having load of at least 100 kW to address changing business needs or operating conditions, for incremental sales of at least 100 kW from existing or new industrial customers, or to address less expensive competitive alternatives for energy to be used for applications other than space heating. If requested by the Company, the customer shall provide to the Company, on a confidential basis, all information, records and financial analysis necessary to evaluate the customer's request for a special contract.

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For contracts that do not contain provisions governing the customer's rights under direct access, the Company will unbundle the customer's contract effective as of January 1, 1999, in a manner that retains the customer discount and reflects the amount of transmission, distribution, CTC and generation charges in the customer contract. The customer may continue to purchase electricity from the Company in accordance with the terms and conditions of the contract; terminate the contract and obtain electricity from an EGS on the otherwise applicable tariff rates according to the eligibility under direct access; or, retain the Company's services under the unbundled rates of the contract and purchase electrical energy from an EGS. The customer's discount from the otherwise applicable tariff rates will be allocated equally between the CTC components and the generation components of the unbundled rates. The discount will be applied to the demand and energy components of the unbundled rate elements. Contract expiration shall not affect the applicability of any statutory rate cap.

For contracts that contain provisions governing the customer's rights under direct access, the Company will unbundle the customer's contract and the customer will be eligible to obtain electricity from an EGS only in accordance with the terms and conditions of the customer's contract.

RULES AND REGULATIONS - (Continued)

THE ELECTRIC SERVICE TARIFF - (Continued)

Definitions - (Continued)

(19) **Transition or Stranded Costs** - The Company's known and measurable net electric generation-related costs, determined on a net present value basis over the life of the asset or liability as part of its restructuring plan, which traditionally would be recoverable under a regulated environment but which may not be recoverable in a competitive electric generation market and which the Commission determines will remain following mitigation by the Company. Transition and stranded costs also include other items as defined in the Act.

(20) **Transmission Charges** - Basic charges for the cost of transporting electricity over high voltage wires from the generator to the distribution system of the Company.

3.2 ELECTRIC GENERATION SUPPLIER TARIFF The rules and guidelines provided in the Company's "Electric Generation Supplier Coordination Tariff" (Supplier Tariff) shall apply to EGS's accessing the Company's transmission and distribution systems to supply electricity to retail customers. Those rules and guidelines pertaining to direct access procedures shall apply accordingly to customers who elect to purchase part or all of their electricity from an EGS. Copies of these rules may be obtained at the Company's offices.

3.3 COMPETITIVE TRANSITION CHARGE RECONCILIATION Each month, the Company will separately account for competitive transition charge (CTC) revenues collected from each rate class under the applicable interim tariff rates. The revenues collected from each rate class during the interim period prior to the sale of the generation assets will be used to adjust the amount owed by each rate class. Subsequent to the sale of its generation assets, the Company will establish final CTC rates for each rate class considering the amount of divestiture proceeds and revenues recovered under the interim CTC rates. The exact methodology for determining final CTC rates will be established by the Commission in conjunction with a decision in connection with the Company's auction plan.

CONTRACTS, DEPOSITS AND ADVANCE PAYMENTS

4. CONTRACTS The Company reserves the right to require non-residential customers to sign a written contract indicating the rate for electric service and to require a contract term which, in the judgment of the Company, is sufficient to justify the cost of any facilities installed for the exclusive use of the customer. Customers who have facilities extended for their exclusive use will be permitted to purchase electricity from an EGS according to the provisions of direct access and the Act. Extension of such facilities will not be conditioned on the customer's agreement to purchase generation from the Company. Receipt of electric service by any entity, however, shall constitute the receiver a customer of the Company, subject to its rules and regulation, whether service is based upon contract, agreement, accepted signed application or otherwise. The customer shall notify the Company, in advance of receipt of electric service, of the customer's name, address to which the electricity is to be delivered, the address to which the bill is to be mailed, the date delivery of electricity is to commence, and provide information requested by the Company regarding the customer's credit standing. The customer shall notify the Company to cancel electric service and the customer shall be responsible for payment for all electric charges until the customer has so notified the Company to cancel electric service.

DOCUMENT
FOLDER

ELECTRIC - PA. P.U.C. NO. 23
Superseding

ELECTRIC - PA. P.U.C. NO. 22
and Supplements thereto

DUQUESNE LIGHT COMPANY
SCHEDULE OF RATES

For Electric Service in Allegheny and Beaver Counties

(For List of Communities Served, see Page No. 4)

DOCKETED

APR 25 2002

Issued By

DUQUESNE LIGHT COMPANY
411 Seventh Avenue
Pittsburgh, PA 15219

Victor A. Roque
President

RECEIVED
02 APR 19 PM 1:31
SECRETARY'S BUREAU

ISSUED: December 31, 2001

EFFECTIVE: January 1, 2002

Issued in compliance with Public Utility Commission Orders at R-00974104.

NOTICE

R-1C
C-20010021
4-1-02
P175
JAS

THIS TARIFF CHANGES RATES AND INCREASES AN EXISTING RIDER - See Page Two

RULES AND REGULATIONS - (Continued)

THE ELECTRIC SERVICE TARIFF - (Continued)

Definitions - (Continued)

(19) **Transition or Stranded Costs** - The Company's known and measurable net electric generation-related costs, determined on a net present value basis over the life of the asset or liability as part of its restructuring plan, which traditionally would be recoverable under a regulated environment but which may not be recoverable in a competitive electric generation market and which the Commission determines will remain following mitigation by the Company. Transition and stranded costs also include other items as defined in the Act.

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3.3 COMPETITIVE TRANSITION CHARGE RECONCILIATION Each month, the Company will separately account for competitive transition charge (CTC) revenues collected from each rate class under the applicable interim tariff rates. The revenues collected from each rate class during the interim period prior to the sale of the generation assets will be used to adjust the amount owed by each rate class. Subsequent to the sale of its generation assets, the Company will establish final CTC rates for each rate class considering the amount of divestiture proceeds and revenues recovered under the interim CTC rates. The exact methodology for determining final CTC rates was established by the Commission when it approved the Company's auction plan.

CONTRACTS, DEPOSITS AND ADVANCE PAYMENTS

4. CONTRACTS The Company reserves the right to require non-residential customers to sign a written contract indicating the rate for electric service and to require a contract term which, in the judgment of the Company, is sufficient to justify the cost of any facilities installed for the exclusive use of the customer. Customers who have facilities extended for their exclusive use will be permitted to purchase electricity from an EGS according to the provisions of direct access and the Act. Extension of such facilities will not be conditioned on the customer's agreement to purchase generation from the Company. Receipt of electric service by any entity, however, shall constitute the receiver a customer of the Company, subject to its rules and regulation, whether service is based upon contract, agreement, accepted signed application or otherwise. The customer shall notify the Company, in advance of receipt of electric service, of the customer's name, address to which the electricity is to be delivered, the address to which the bill is to be mailed, the date delivery of electricity is to commence, and provide information requested by the Company regarding the customer's credit standing. The customer shall notify the Company to cancel electric service and the customer shall be responsible for payment for all electric charges until the customer has so notified the Company to cancel electric service.

RULES AND REGULATIONS - (Continued)

CONTRACTS, DEPOSITS AND ADVANCE PAYMENTS - (Continued)

4. CONTRACTS - (Continued)

The Company at its sole discretion may enter into special contracts for electric service with industrial or commercial customers having load of at least 100 kW to address changing business needs or operating conditions, for incremental sales of at least 100 kW from existing or new industrial customers, or to address less expensive competitive alternatives for energy to be used for applications other than space heating. If requested by the Company, the customer shall provide to the Company, on a confidential basis, all information, records and financial analysis necessary to evaluate the customer's request for a special contract.

Terms and conditions of service will be mutually agreed upon by the Company and the customer and included in a signed contract, which will be filed with the Public Utility Commission. The Company at its sole discretion may request Public Utility Commission approval. The terms of the agreement will be confidential upon filing with the Commission. Rates established under special contracts will be sufficient to recover, at a minimum, all appropriate incremental costs, and an appropriate contribution towards transition costs.

The contract shall contain all terms and conditions and the rates and charges to be paid for electric service. The contract shall be for a period of no less than five years and no greater than ten years.

The contract will be terminated by the Company if the Company charges are not paid when due as specified in Tariff Rule No. 21, before the addition of the Late Payment Charge. Upon termination of the contract under these conditions, the regular electric tariff rates will be applied to electric service rendered from that point forward. A new special contract will not be made available to a customer whose previous special contract was terminated because of failure to pay bills as specified in Tariff Rule No. 21.

For contracts that do not contain provisions governing the customer's rights under direct access, the Company will unbundle the customer's contract effective as of January 1, 1999, in a manner that retains the customer discount and reflects the amount of transmission, distribution, CTC and generation charges in the customer contract. The customer may continue to purchase electricity from the Company in accordance with the terms and conditions of the contract; terminate the contract and obtain electricity from an EGS on the otherwise applicable tariff rates according to the eligibility under direct access; or, retain the Company's services under the unbundled rates of the contract and purchase electrical energy from an EGS. The customer's discount from the otherwise applicable tariff rates will be allocated equally between the CTC components and the generation components of the unbundled rates. The discount will be applied to the demand and energy components of the unbundled rate elements. Contract expiration shall not affect the applicability of any statutory rate cap.

For contracts that contain provisions governing the customer's rights under direct access, the Company will unbundle the customer's contract and the customer will be eligible to obtain electricity from an EGS only in accordance with the terms and conditions of the customer's contract.

5000844391001 PC 013 LS BL 02 RD CYC 50 BL CYC 50 < > SERV ENDED 02/07/00
 RICCELLI JOE STATUS CHARGE OFF LAST-TRAN 01/10/02
 912 MAJN ST FLR 1 RT/RDR 207 000 DISPUTE EXP 02/07/02
 PITTSBURGH PA 15215-2352 412 298 1265 INA RNTPROP NO
 ***** 01-20 CMM ACTION INFORMATION ***** 03/28/02 *** 1541 **

TRIGGER DATE
 ..DATE.. MESSAGE..... NAME TIME ENTERED
 99 99 99 SERV ORDER RR CREATED WNTD BY DT 04/16/99 R BAXENDEL 1137 04/16/99
 99 99 99 BILL ADJUSTMENT /CHANGE A STIGLICH 0808 02/25/99
 99 99 99 BILL(S) CANCELLED VIA 16-30 A STIGLICH 0805 02/25/99
 99 99 99 BILL ADJUSTMENT /CHANGE D STEIGNER 1029 02/24/99
 99 99 99 BILL(S) CANCELLED VIA 16-30 D STEIGNER 1027 02/24/99
 99 99 99 4 PT TO ACCT FOR A C/B. CUST TO BE REBILLED J HORNFECK 1000 02/17/99
 FR 10/28/98 TO 12/29/98 AND FR 12/29/98 TO 1/
 29/99 USING ACTUAL READINGS AND A DEM RDG OF
 .65. CUST REQUESTED AN ACTUAL BILL. PRIOR B
 ILLS WERE OVER EST'D
 99 99 99 2 4 PTS TO LEN RAFFA FOR SIGNATURE J HORNFECK 1344 02/15/99
 99 99 99 OCT 98 TO JAN 99 R BAXENDEL 1255 02/15/99
 99 99 99 REQUESTED C/B FROM GOOD RDG TO GOOD RDG R BAXENDEL 1255 02/15/99

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

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 APR 25 2002

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RB
 C-20010021
 4-1-02
 P175
 JAS

5000844391001 PC 013 LS 02 RD CYC 50 BL CYC 50 < > SERV ENDED 02/07/00
RICCELLI JOE STATUS CHARGE OFF LAST-TRAN 01/10/02
912 MAIN ST FLR 1 RT/RDR 207 000 DISPUTE EXP 02/07/02
PITTSBURGH PA 15215-2352 412 298 1265 INA RNTPROP NO
***** 01-20 CAMM ACTION INFORMATION ***** 03/28/02 *** 1540 **

TRIGGER DATE
..DATE.. MESSAGE..... NAME TIME ENTERED
99 99 99 4 PT TO ACCT FOR A C/B. CUST TO BE REBILLED F J HORNFECK 1015 10/14/99
R 4/21/99 TO 10/13/99 USING EXACT KWH'S AND A
DEM RDG OF .48--CUST REQUESTED AN ACTUAL BILL
99 99 99 4 PT TO CLIFF BLASHFORD FOR SIGNATURE J HORNFECK 0727 10/14/99
99 99 99 SHANKO WAS ABLE TO GAIN ACCESS TO MTR ON 10/1 J COLE 0634 10/14/99
3. RDG 3503 DEM .485. SFNT RDGS TO JUDY HORN
FECK.
99 99 99 SERV ORDER RR READY FOR BATCH (23-05) J COLE 0633 10/14/99
99 99 99 JIM COLE, O/M AND I HAVE TRIED TO GET CUST ON J HORNFECK 1032 10/12/99
HIS CELL PHONE NUMEROUS TIMES TODAY. MESSAGE
IS CUST IS UNAVAILABLE OR OUT OF THE COVERAGE
AREA.
99 99 99 HM PHONE EXTENSION CHGD FROM 0000 TO 1265 J HORNFECK 1403 10/11/99

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

DOCUMENT
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APR 25 2002

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11-3
C-20016621
4-1-02
PHS
095



Duquesne Light ACCOUNT STATEMENT
A DGE Company

Date Requested By _____

Customer Name **RICCELLI, JOE**

Investigator _____ DLC Analyst _____

Address **912 MAIN ST FLR 1**

Case Number _____ Mail Drop _____

PITTSBURGH PA 15215-2352

Account Number **5000844391001**

From **01/01/1990** To **03/28/2002**

Date	Reading Date	Days	Meter Rddgs)	Type	Cons	Avg Diy Cons	Degree Day Cool Htg	Bill / Pymt / Adj Amount	Due Date	Ltr of Credit	Backout Amount	Balance	Cmts
04/09/2001				Adjustment				\$3,003.40 cr				\$0.00	

Thru. 12-9-99 @ 10:00 hrs

ACCOUNT NUMBER ORDER TYPE PREPARED DATE STATUS SERV DISC
5000844391001 MI JEH 11/30/99 ACTIVE D 12/30/99
SERV NAME /USING ADDRESS MAILING ADDRESS PRES ACCT NEW NAME AND MAIL ADDRESS
RICCELLI JOE

00912 MAIN ST
FLR 1
PITTSBURGH PA 15215 GEO CODE GEO LOCATION
RDG DATE RC READING DEM RDG RC KVAR RDG COMPT BE TIME 116 SHARPSBURG
12-9-99 6 3443 0.540
EFT DATE RC READING RC DEM RDG RC KVAR RDG KWHS CHGD OFF G82600473 000012.000
11/30/99 AMR NO

Table with columns: RC DATE, DAYS, READING, USAGE, KW, DEM, AMOUNT, AVR/DAY, RDG SEQ, METER LOC. Rows include dates from 10/28/99 to 08/28/98 and meter locations like 1ST BACK, MD SEALED SERV VOLTAGE, etc.

DIVISION DIST NORTHERN CURRENT BAL 00000003001.43 RATE RIDER CHG RATE TO
METER RDG DIRECTIONS SPECIAL INST 201 000

DOCUMENT FOLDER ROCKETED MC 12/01/99

DIRECTIONS APR 25 2002
PREMISE NO 3000414790 DIRECT MEMO TO PH NO 000 000 0000

FIELD INQUIRY
HI BILL COMPLAINT. BLDG VACANT. CUST CLAIMS ONLY E USED IS FOR A NEON
"KOOL" SIGN HANGING IN WINDOW. CALL CUST AT ABOVE # OR 298-1265 4 ADMITTANCE

FIELD RESOLUTION 52743 kWhrs used since 10-23-98. Cuz date used because bldg vacant since Nov 98. Usage equates to 80.5 kWhrs/day. Estimate 2496 kWhrs/m with meters tested OK. Customer says air about not used. However, based on my findings, high bills due to the baseboard heaters must likely be less since the 2 baseboard heater breakers were off but looking at other terms in bldg, the heaters seem to be the cause. Fair - I rec'd demand but I left a customer witnessed thru I sealed demand with yellow post-its.

NOTES CONTACT PH 412 784 1290

BACKDATED INFORMATION
PERSON CALLING JOE RICCELLI NEW CUSTOMER
INITIAL CONTACT.....
CUST ADVISED OF CHAP 56 HOME PHONE
OTHER ACTION PEND..... WORK PHONE
PROP\OWNER REAL EST NEW ACCT NO
PYMTS MADE BY.....
PYMTS MADE AFTER CANC..

TOU METER
ACTUAL RDG
MECH DIAL RDG
DISPLAY
DAY OF WEEK
JULIAN DATE
TIME OF DAY
TOTAL KWHS
ON PEAK DEM
OFF PEAK DEM
ACT TIME RDG

110
C-55 130120
cc
I 02/27/99
R-5
C-20010621
of 1-02
PITTS
SAS

FAXED

ACTUALLY TURNED ON UNITS & CHECKED LOAD

15-03 PREMISE DATA

TYPE HEAT ELECTRIC BASEBOARD HEAT PUMP SIZE _____ TONS HEAT LOAD 6.48 KW
 TYPE AC Window AC SIZE _____ TONS A/C BTU _____
 RANGE (ELECT) _____ KW DISHWASHER _____
 REFRIGERATOR _____ CU FT HOT TUB _____
 FREEZER _____ CU FT DEHUMIDIFIER _____
 DRYER (ELECT) _____ KW TYPE OF LIGHT _____
 ELEC WATER TANK _____ GAL SODIUM MERCURY VAPOR INCANDESCENT
 FURNACE MOTOR (Furnace Motor - GAS SHUT OFF) MISC COMMENT _____
 WATER BED HEATER _____ WATTS Cost Register on also (netting included in Load & Time)
 SPACE HEATER _____ WATTS _____
 WASHER _____
 TELEVISION _____ SETS _____
 ELEC POOL HEATER _____ BTU _____
 SWIM POOL FILTER _____ HP _____
 GUTTER CABLES _____ FT _____
 ELEC AIR CLEANER _____
 NEW APPLIANCES ADDED _____

OF HEATING UNITS _____
 # OF A/C UNITS 3
 THERMOSTAT SETTING _____
 FURNACE DAY _____
 FURNACE NIGHT _____
 AIR CONDITIONING _____

REMARKS Water heater inspection
Re-insulated - fridge
inspection

METER EXCHANGE INFORMATION

METER INSTALLED KWH RDG RC DEM RDG RC KVAR RDG RC CT RATIO PT RATIO AT RATIO

SERVICE VOLTAGE _____ METER LOCATION _____

REASON FOR EXCHANGE

PERIODIC TEST _____ REWIRE _____ DAMAGED _____ SAMPLE TEST _____ PLAIN TO DEM _____
 OBSOLETE _____ DEFECTIVE _____ FIRE _____ CHANGE MULT _____ IDLE / RZ BLDG _____

REMARKS, FURTHER ACTION Instruct customer that heater breakers off & that with just new light meter, demand rdg should be 0.001 to 0.002. Tell them this information will go to Commercial Rep and they will be in touch with them. LEFT ON

NOTE: 2nd floor on meter 655132126. Turn over Seal Brown # I 623778
9 14 17 show up (MAY 17 10 58 AM)

DISCONNECTED? YES NO
 DISCUSSED WITH CUSTOMER YES NO
 CUSTOMER SATISFIED YES NO

CUSTOMER SIGNATURE _____

REGISTERING CORRECTLY YES NO
 IRREGULARITY YES NO
 UNMETERED YES NO
 ESTIMATE YES NO
 REBIL YES NO
 RECHECK YES NO

LCWR / NO FURTHER CO. ACTION YES NO
 LOCKED AS FOUND YES NO
 SEAL NO AS LEFT E469010
 SEAL COLOR yellow
 SEAL AS FOUND E 311 683
 MD - NS MD - S M - S M - NS

METER WAS INSPECTED AND/OR TESTED AT INSTALLATION (30 DAY PUC REGULATION) YES NO DATE _____

TOU METER INSTALLED
 ACTUAL RDG _____
 MECH DIAL RDG _____
 DISPLAY _____
 DAY OF WEEK _____
 JULIAN DATE _____
 TIME OF DAY _____
 TOTAL KWHs _____
 ON PEAK DEM _____
 OFF PEAK DEM _____

METER TEST RESULTS

FULL LOAD 100.6
 LIGHT LOAD 100.7
 LOAD AT INSP TIME 170 WATTS
 POWER FACTOR _____

READING CODES

- A. RDG AT METER INSTALLATION
- B. RDG AT METER EXCHANGE
- C. MANUALLY SET RDG
- J. NORMAL RDG
- K. VERIFIED RDG
- M. MANUALLY READ HEX
- S. CUSTOMER CARD RDG
- T. CUSTOMER CALLED RDG
- W. CONSUMER SERVICE REP

DATA REGISTERED
NEOP
RDG NEOP
100.6
100.7
170 WATTS

REO (NUP)
JUT JAY
DLG IN



Duquesne Light

411 Seventh Avenue
P.O. Box 1930
Pittsburgh, PA 15230-1930

FAXED

(412) 393-6000

January 26, 2000

Mr. Joe Ricelli
912 Main Street - Floor 1
Pittsburgh, PA 15215

SECRETARY'S BUREAU

02 APR 19 PM 1:32

Re: Billing Inquiry
912 Main Street
Pittsburgh, PA 15215
Account #5000844391001

DOCKETED

APR 25 2002

Dear Mr. Ricelli:

In response to your request, Duquesne Light reread your electric meter on December 9, 1999. In the chart below, these current readings are compared to the previous readings:

Meter	Current Readings			Previous Readings		
	Date	Reading	Demand	Date	Reading	Demand
G82600473	12/9/1999	3943	0.54	10/13/1999	3503	0.485

Based on this information, we believe your electric bill is correct. Thank you for this opportunity to be of service. If you have a question, please call me at (412) 393-6488.

DOCUMENT
FOLDER

Sincerely,

Jesse Gipko
Customer Account Representative

JG/srk

c. Billing Analyst

R-C
C-20010021
4/1/02
PIHS
OAS

