BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

F-2017-2587152

KARLA WOOD
Appellant

Vs

DUQUESNE LIGHT COMPANY
Appellee

AND NOW COMES KARLA WOOD, Appellant, and states in support thereof:

BACKGROUND

I feel it is important to give the background details to this honorable court so that it might get the full benefit of the entirety of this unreasonable and unconscionable new billing method recently implemented by Duquesne Light. Appellant has had this account for twenty plus years. All of those years have been at the same residence. This residence is an all-electric house. For the majority of this time period, Appellant has been in good standing with Duquesne Light.

That being said, Appellant filed an informal complaint back in 2015 when this new billing method was realized. It seems that a budget amount was now being determined by a four month time period, whereas it has always been determined by a twelve month time period in the past. And by doing this, it obviously makes the monthly billing amount go up drastically. Appellant's income is Social Security so any increase in the amount affects her directly. When speaking with the PUC about this, it was told to Appellant that the PUC was aware by virtue of many calls, that this was an extreme hardship to fixed income people or the elderly and lower income consumers. This was also verified and told by Duquesne Light representatives as well. So now we know, BOTH the PUC and Duquesne Light were aware that this new billing method is a hardship to a large customer base as Duquesne Light is the only electric supply company in Appellants area that participate in the CAP program and accepts all the utility grants, leaving them the only choice for these two categories of consumers. Appellant dismissed this complaint as upon speaking with Duquesne Light's representatives and their attorney, the

company was aware of this hardship and were working on making this not so difficult on their consumers. After all, how could Appellant continue with a complaint on something that had not been developed and was in the "under construction" phase? By no means was Appellant's concerns been neither addressed nor corrected. However, Appellant was assured that this bad situation would be corrected.

During this time period, Appellants electric bill had increased drastically, she had to actually apply for CRISIS and Dollar energy for the first time in many years. Normally, Appellant had been able to pay her electric bill without those forms of charity. And please let me remind this honorable court, this was the SAME HOUSE for twenty plus years, so the only variable that had changed was this new billing method by Duquesne Light. Due to this high electric bill and Appellants inability to pay this large monthly amount, she received what Duquesne Light entitled as a "Special Notice." (Exhibit A) However, if you pull up the Utility code for specific requirements for a termination notice, ALL had been included in this "special notice." Appellant would also like to state that, even though she did not have enough to pay $267 for four months, she did still pay $200. This is important as I am sure both the PUC and Duquesne Light know all too well there are MANY consumers who do not even pay their monthly amount during this winter time period as they are mostly protected from termination. But Appellant did pay. Right or wrong, this does happen far too much. Appellant does care about her responsibilities to her debts and paid as much as she was able to. However, the second day that both CRISIS and Dollar energy opened up, Appellant was there to apply for assistance. Although it is not imperative to this case, Appellant would like to state that she has Lyme disease and is generally sick most days and some days is unable to even walk, but made sure she was in McKeesport to apply for assistance. Appellant was approved by BOTH CRISIS and Dollar Energy, totaling $1,000 in utility assistance. However, when the representative from CRISIS contacted Duquesne Light to verify Appellant had an active termination, it was told to this representative Appellant did not and that this "special notice" was NOT a termination notice and therefore was denied the $500 from CRISIS. It is Appellants opinion that this is deception perpetrated by Duquesne Light as again, this so called "special notice" DID INCLUDE all aspects required for a termination notice and was simply playing "word games" with their customers. This is NOT acceptable and this should be addressed by the PUC. And the reality of this is had Appellant done like so many other electric consumers and not paid anything or very little during these winter months, the

entire grant would have been accepted by Duquesne Light. But Appellant did the right thing and was penalized for doing so. I think this is very important as it shows Appellants attempt at responsibility to her debts to Duquesne Light and in the end, Duquesne Light has been "hounding" her, if you will, ever since for this additional money THEY sent back. All this being said, Appellant will now move on to the actual topic at hand:

COMPLAINT/APPEAL

The reason Appellant titled this next section as "Complaint and Appeal" is that after the first informal complaint had been dropped and time went on, things began to develop that did not appear to be straightening this "mess" out and contacted the PUC again to regain a complaint regarding this when Appellant was informed that she would not be able to draft this informal complaint herself nor enclose any type of evidence, but her complaint would be addressed by what the PUC representative included via the conversation with Appellant. The PUC representative was informed about the entire situation, the prior informal complaint and brought it up to the time period the call had been made to the PUC yet the PUC representative chose to include what HE thought the complaint was and not what Appellant actually wished to be included. This is NOT Appellants fault and intends to include both the background of this prior complaint all the way up to the current issue that is the topic of this appeal.

On August 1, 2016, Appellant received a letter from Duquesne Light (Exhibit B) informing her that "Because the budget amount was calculated TOO LOW…" and that Appellant "Did not receive her full CAP discount…" Appellant was livid. Those nine months prior were SO HIGH, the budget amount was higher than in the 25 years she has had the account, but during an approximate 2 month time period when Duquesne Light was attempting to "fix" this problem it was too low, is outrageous. Appellant should be given consideration on all those months she paid these outrageous amounts and was unable to even purchase her medication due to these super high monthly amounts, yet everyone forgets about those past months and makes a federal case about these two months. So much so, Duquesne Light created their own rendition of a resolution and came up with this ridiculous and unreasonable "payment arrangement" that Appellant was not even given an opportunity to accept or deny, it was just implemented by Duquesne Light. Basically, it was crammed down Appellants throat. I AM NOT PAYING $10 ADDITIONAL DOLLARS PER MONTH FOR 24 MONTHS. Appellant feels, she has "paid her dues" with this

company and their inability to create a reasonable billing method and suffered through almost a year of outrageous and unreasonably high monthly amounts while they were "attempting" to "straighten this out." Appellants insurance does not cover her Lyme doctor nor medication so when her electric bill is so high she is unable to even purchase her medication for all those months then the electric company comes along with words like "too low" or other comments made by Duquesne Light, Appellant feels this entire situation from back at the beginning, through this letter to current times, Duquesne Light, their billing method and all these so called resolutions are unconscionable.

Although this is an appeal/complaint filed by one person, as previously stated both the PUC and Duquesne Light are well aware that this new billing method is a hardship on ALL their fixed income and lower income consumers. A definition of unconscionable is where it is "excessively favorable at the consumer's expense." Further, it is "One that is unjust or extremely one sided in favor of the person or company who has the superior bargaining power." For clarities sake, as a consumer we have a contract with Duquesne Light as by them providing us with electricity, we the consumer provides monies for their service, resulting in mutual consideration, ergo a contract. Further, the PUC is here to "Weigh the interest of the public against the legitimate interests of the drafting/imposing party, basically a balancing of interests between the two parties." Even section 2-302 of the Uniform Commercial Code speaks of unconscionable as "Whose provisions are unreasonably harsh and burdensome to one of the parties." It goes on to speak of "Unfair surprise" and the common abuses of the bargaining power of the stronger party" which certainly has to be Duquesne Light as consumers who are on a fixed income or a lower income, have no other electrical provider in our area to switch to as the others do NOT accept CAP nor any of the other various utility grants to help them maintain their electric service, therefore making Duquesne light the only real choice for this group of consumers. Further, Duquesne Light knew or should have known a large portion of their consumer base is these two categories. And by accepting these utility assistant grants and programs, Duquesne Light enjoys a certain amount of protection and security that at least a decent portion of their owed monies will be obtained through these sources. But on the other hand, they create a billing method so these same people are being placed in a hardship, completely defeating the purpose of these programs. It is the opinion of this Appellant that if Duquesne Light wishes to implement this type of unreasonable and oppressive billing method, then they should not be allowed to

accept the utility grants and programs as they are enjoying the best of both worlds and their consumers are suffering, doing without medicines or food with all types of hardships due to this method. Let Appellant restate the fact that even though she has an all-electric house, has been able to pay her bills WITHOUT additional energy assistance for many years until this new billing method was implemented. Proof positive, this method should be exempt for those two categories of their consumers as it is clearly unconscionable. It is time for the PUC to do their job and be the avenue to balance the interests of BOTH parties and not simply give carte blanche to Duquesne Light. FOR ONCE, THINK OF THE CONSUMER. THAT IS WHAT THE PUC IS THERE FOR. Elderly, disabled and poor consumers should not have to do without food nor medicine so that Duquesne Light can receive more money in their monthly budget all while it has been proven that their prior method of basing budget amounts on a twelve month system DOES work, they get their money and the consumer is able to eat and buy their precious medications.

Respectfully Submitted,

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Ms. Karla Wood
311 Grandview Blvd
West Homestead, PA 15120