

April 30, 2018

*Via Electronic Filing*

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Keystone Bldg. 2nd Floor W  
400 N. Street  
Harrisburg, PA 17120

**RE: Wilbert Young v. Duquesne Light Company  
Docket No. C-2018-3001031**

Dear Secretary Chiavetta:

Enclosed please find Duquesne Light Company's Preliminary Objections to Formal Complaint filed by Wilbert Young. A copy of this document has been served upon Complainant in accordance with Commission regulations.

Sincerely,



Paul Shane Miller  
Attorney for Duquesne Light Company

Enclosure

cc: Wilbert Young (with enclosure)

LIT:639439-1 014657-158498

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

WILBERT YOUNG,

Complainant,

vs.

DUQUESNE LIGHT COMPANY,

Respondent.

No: C-2018-3001031

**PRELIMINARY OBJECTIONS**

Filed on behalf of Respondent  
Duquesne Light Company

Counsel of Record for this Party:

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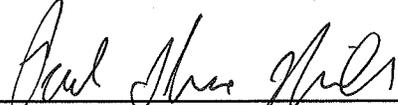
1500 One PPG Place  
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(412) 566-1212  
Counsel for Respondent

**NOTICE TO PLEAD**

**TO WILBERT YOUNG:**

**YOU ARE HEREBY NOTIFIED TO FILE A WRITTEN RESPONSE TO THE PRELIMINARY OBJECTIONS OF RESPONDENT DUQUESNE LIGHT COMPANY WITHIN 10 DAYS OF SERVICE, OR A JUDGMENT MAY BE ENTERED AGAINST YOU.**

TUCKER ARENSBERG, P.C.

  
\_\_\_\_\_  
Paul Shane Miller, Esquire  
Attorney for Duquesne Light Company

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

|                         |   |                    |
|-------------------------|---|--------------------|
| WILBERT YOUNG,          | : |                    |
|                         | : |                    |
| Complainant,            | : |                    |
|                         | : |                    |
| vs.                     | : | No: C-2018-3001031 |
|                         | : |                    |
| DUQUESNE LIGHT COMPANY, | : |                    |
|                         | : |                    |
| Respondent.             | : |                    |

**PRELIMINARY OBJECTIONS**

Pursuant to 52 Pa. Code. § 5.101, Duquesne Light files its preliminary objections to Wilbert Young's Formal Complaint:

**I. OVERVIEW**

1. Under 66 Pa. C.S. § 1405(c), "customer assistance program rates . . . shall not be the subject of payment arrangements negotiated or approved by the commission." In the Formal Complaint (the "Complaint") filed by Wilbert Young ("Complainant"), he requests a payment arrangement on arrears that he accumulated while on Duquesne Light's Customer Assistance Program ("CAP"). Given that CAP arrears are not subject to payment arrangements negotiated or approved by the Commission, this request must be dismissed as a matter of law.

2. Further, to the extent Complainant requests a payment arrangement on non-CAP arrears, such request also must be dismissed because (i) Duquesne Light presently is not seeking payment of that amount because it consists of Complainant's pre-CAP frozen arrearage; and (ii) even if Duquesne Light were seeking payment of Complainant's non-CAP arrears, the pleadings establish that he has an extremely poor payment history and has not made a good-faith effort to pay his utility bills. Complainant thus is not entitled to a payment arrangement on his non-CAP arrears as well.

## II. FACTUAL AND PROCEDURAL BACKGROUND

3. On April 9, 2018, Complainant filed the Complaint against Duquesne Light. A true and correct copy of the Complaint is attached hereto as Exhibit A.

4. Complainant requests a new payment arrangement. Id. at ¶¶ 4-5.

5. On April 20, 2018, Duquesne Light filed an Answer and New Matter to Formal Complaint (the "Answer"). A true and correct copy of the Answer is attached hereto as Exhibit B.

6. In the Answer, Duquesne Light asserts, in relevant part, that Complainant is not entitled to a payment arrangement under 66 Pa. C.S. § 1405(c). Answer, ¶ 4.

7. Duquesne Light attached Complainant's Statement of Account as an exhibit to the Answer. The Statement Account shows that Complainant has not made any payments since 2016. See Answer, Ex. B.

## III. LAW AND ARGUMENT

**Complainant's request for a payment arrangement must be dismissed with prejudice because he is seeking a payment arrangement on CAP arrears and has not made a good faith effort to pay his utility bills.**

8. By law, a public utility is entitled to receive payment for the service it provides. Oliver, Jr. v. Pa. Elec. Co., F-2017-2595557, 2017 WL 5564159, at \*5 (Pa. P.U.C. Oct. 19, 2017).

9. All customers are obligated to pay for utility service; otherwise, unpaid bills are included in the utility's uncollectible expenses, which its remaining customers must pay. Bolt v. Duquesne Light Co., Docket No. Z-8712758, 0088 WL 1534953 (Pa. P.U.C. Apr. 8, 1988).

10. A payment arrangement is a privilege, not a right. Mandell v. Duquesne Light Co., Docket No. C-20030234, 2004 WL 1372864, at \*2 (Pa. P.U.C. Mar. 17, 2004).

11. The Commission may establish a payment arrangement between a public utility and a customer only within the limits prescribed by 66 Pa. C.S. §§ 1401-1418. Oliver, Jr., 2017 WL 5564159, at \*4.

12. Under 66 Pa.C.S. § 1405(c), the Commission has no authority to establish a payment arrangement on CAP arrears. Id. at \*5.

13. Here, Complainant is seeking a payment arrangement on CAP arrears.

14. Complainant's CAP arrears are the only portion of his total account balance on which Duquesne Light presently seeks payment, as demonstrated by the 10-day termination notice dated March 21, 2018 that was attached to the Answer as Exhibit A. See Answer, Ex. A.

15. If Complainant remains enrolled in CAP, his non-CAP balance will remain in frozen arrearage and will be subject to incremental forgiveness.

16. Given that the Commission cannot grant a payment arrangement on Complainant's CAP arrears, this request for relief must be dismissed with prejudice.

17. Even if Duquesne Light were presently seeking payment of Complainant's non-CAP arrears (which it is not), the Commission should not grant a payment arrangement on such balance because Complainant has an extremely poor payment history and has not made a good faith effort to pay his utility bills.

18. The Commission can order a payment arrangement on a non-CAP amount at its discretion. Oliver, Jr., 2017 WL 5564159, at \*5.

19. The Commission "should exercise its discretion only on behalf of customers who have demonstrated some evidence of good faith efforts to pay their utility bills, or who have experienced a significant change of circumstances outside their control." Crawford v. Nat'l Fuel Gas Distrib. Corp., Docket No. C-20066348, 2007 WL 4699560, at \*9 (Pa. P.U.C. Dec. 6, 2007).

20. A customer has not demonstrated a good faith effort to pay his or her utility bills if the customer has a poor payment history or has repeatedly violated past payment arrangements. Oliver, Jr., 2017 WL 5564159, at \*6.

21. The Statement of Account that was attached as Exhibit B to the Answer establishes that Complainant has only made one payment since 2016. See Answer, Ex. B.

22. Further, the Answer establishes that Complainant has failed to comply with seven payment arrangements since December 2003; he then enrolled in CAP and once again failed to make the required payments.

23. Therefore, even if Duquesne Light were presently seeking payment of Complainant's non-CAP arrears, the Commission should not grant Complainant a payment arrangement on that balance.

24. For the reasons set forth above, Complainant is not entitled to a payment arrangement. The Complaint must be dismissed with prejudice.

WHEREFORE, Duquesne Light Company respectfully requests that the Commission sustain its Preliminary Objections and dismiss the Complaint against Duquesne Light with prejudice.

Respectfully submitted,

TUCKER ARENSBERG, P.C.



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Counsel for Respondent,  
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WILBERT YOUNG,

Complainant,

vs.

DUQUESNE LIGHT COMPANY,

Respondent.

No: C-2018-3001031

**CERTIFICATE OF SERVICE**

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

Wilbert Young  
575 Ardmore Boulevard  
Pittsburgh, PA 15221

Dated this 30<sup>th</sup> day of April, 2018



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PA I.D. No. 316258

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