

July 10, 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 Motion for Judgment on the Pleadings. 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)
ALJ Steven Haas (with enclosure)

LIT:643081-1 014657-158498

II. FACTUAL AND PROCEDURAL BACKGROUND

5. On or about April 4, 2018, Complainant filed the Formal Complaint against Duquesne Light.

6. In the Formal Complaint, Complainant states that Duquesne Light is threatening to shut off his service or has already shut off his service and that he wants a payment arrangement. Complaint, ¶ 4.

7. As relief, Complainant states, "I would like to have a payment arrangement and time to catch up on all of the payment [sic]. I fear for my safety because I live alone and have some health issues." Complaint, ¶ 5.

8. Duquesne Light filed an Answer and New Matter on April 30, 2018.¹

9. The Answer and New Matter included a "Notice to Plead" addressed to Complainant, which stated, **"YOU ARE HEREBY NOTIFIED TO FILE A WRITTEN RESPONSE TO THE ANSWER AND NEW MATTER OF RESPONDENT DUQUESNE LIGHT COMPANY WITHIN 20 DAYS OF SERVICE, OR A JUDGMENT MAY BE ENTERED AGAINST YOU."** (bold in original).

10. Complainant did not file a response to Duquesne Light's Answer and New Matter.

11. By failing to respond to the New Matter, the Commission can find that Complainant has admitted to the allegations contained therein. See 52 Pa. Code § 5.63(b) ("Failure to file a timely reply to new matter may be deemed in default, and relevant facts stated in the new matter may be deemed to be admitted"); Stefanowicz v. Pennsylvania-American

¹ Duquesne Light also filed Preliminary Objections on April 30, 2018. The Presiding Administrative Law Judge denied the Preliminary Objections in an order dated June 6, 2018, finding that the allegations in the Formal Complaint do not differentiate between Complainant's CAP arrears and non-CAP arrears and do not address his payment history. Because Duquesne Light's Answer and New Matter set forth facts relating to those issues -- which Complainant did not attempt to refute -- Duquesne Light contends that this Motion should be granted even though its Preliminary Objections were denied.

Water Co., C-20078165, 2008 WL 8014613, at *4 (Pa. P.U.C. May 22, 2008) (“The Commission’s Regulations clearly provide that failure to respond to affirmative allegations in New Matter may cause those allegations to be deemed admitted.”). As such, Duquesne Light respectfully requests that the Commission deem the allegations in its New Matter admitted.

12. A party may move for judgment on the pleadings “after the pleadings are closed, but within a time so that the hearing is not delayed.” 52 Pa. Code § 5.102(a).

13. The pleadings are closed in this case, and the hearing is scheduled for September 10, 2018, which more than 60 days away. Accordingly, this Motion for Judgment on the Pleadings will not delay the hearing in this matter.

III. LAW AND ARGUMENT

A. The Formal Complaint must be dismissed because Duquesne Light is only seeking payment of Complainant’s CAP arrears, which are ineligible for a payment arrangement.

14. 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. Victor Oliver, Jr. v. Pa. Elec. Co., F-2017-2595557, 2017 WL 5564159, at *4 (Pa. P.U.C. Oct. 19, 2017).

15. 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.”

16. The Commission has repeatedly held that it has no authority to establish a payment arrangement on CAP arrears. Oliver, Jr., 2017 WL at *5-6 (the Commission has no authority to establish a payment arrangement on CAP arrears); Harper v. PECO Energy Co., C-2015-2489249, 2016 WL 8267743, at *4 (Pa. P.U.C. Jan. 21, 2016) (outstanding account balance cannot be subject of a Commission-ordered payment arrangement where it consists solely of CAP arrears).

17. Complainant enrolled in CAP on September 16, 2015 and currently is enrolled in CAP. Answer and New Matter, ¶ 13.

18. As of April 30, 2018, Complainant had a total account balance of \$30,517.16; CAP arrears constitute \$10,402.00 of this total. Answer and New Matter, ¶ 17.

19. Complainant's non-CAP arrears consist of unpaid charges that were placed in "frozen arrears" by Duquesne Light when Complainant enrolled in CAP. Answer and New Matter, ¶ 17.

20. Consistent with CAP, Duquesne Light currently is only seeking payment of Complainant's CAP arrears, not his total account balance. Answer and New Matter, ¶ 18; see also 10 Day Termination Notice Dated March 21, 2018 (attached as Exhibit A).

21. The Commission does not have the authority to grant a payment arrangement on Complainant's CAP arrears, which is the only sum that Duquesne Light is seeking to collect.

22. Because the Commission cannot provide Complainant the relief he is seeking (a payment arrangement), the Formal Complaint fails as a matter of law and should be dismissed with prejudice.

B. Even if Duquesne Light were seeking payment of Complainant's entire account balance, Complainant is not entitled to a payment arrangement because he has not made a good faith attempt to pay for his electric service.

22. Even if Duquesne Light were seeking payment of Complainant's entire account balance (which it is not), Complainant is not entitled to a payment arrangement because he has not made a good faith attempt to pay for electric service.

23. Unlike CAP arrears, the Commission can order a payment arrangement on non-CAP arrears at its discretion. Oliver, Jr., 2017 WL 5564159, at *5.

24. A payment arrangement, however, 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).

25. The Commission thus "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)

26. 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.

27. Complainant has made just one payment to Duquesne Light since 2016. Answer and New Matter, ¶ 20; see also Statement of Account (attached as Exhibit B).

28. Complainant’s failure to make any payments in 2017 or 2018 demonstrate that he has not made a good faith attempt to pay for electric service.

29. Further, Complainant has not asserted that he has experienced a significant change of circumstances beyond his control.

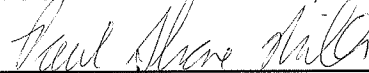
30. Therefore, Complainant is not entitled to his requested relief (a payment arrangement) even if Duquesne Light were seeking payment of his entire account balance.

31. Given that the Commission cannot grant Complainant the relief that he seeks, the Formal Complaint must be dismissed with prejudice.

WHEREFORE, Duquesne Light Company respectfully requests that the Commission grant its Motion for Judgment on the Pleadings and dismiss the Complaint against Duquesne Light with prejudice.

Respectfully submitted,

TUCKER ARENSBERG, P.C.



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Counsel for Respondent,

Duquesne Light Company



March 21, 2018
Account Number: 8608- [REDACTED]

IMPORTANT TO KNOW

Before we shut off your utility service please read the notice below. You may be eligible for certain protections from shut off.

Atencion! Este es un mensaje muy importante. Si usted no lo entiende, favor de llamar a (412) 393-7200.

- If you have questions or need more information, contact Duquesne Light as soon as possible at 412-393-7200. After you talk to us, if you are not satisfied, you may file a complaint with the Public Utility Commission by calling 1-800-692-7380 or writing to the Pennsylvania Public Utility Commission, P.O. Box 3265, Harrisburg, Pennsylvania 17105-3265. The Public Utility Commission may delay the shut off if you file the complaint before the shut off date.
- **If we shut off your service during the winter months (between December 1 - March 31) we will restore your service within 24 hours of your meeting all requirements/conditions to have service reconnected.**
- If you or someone in your household has a Protection from Abuse Order or a Court Order issued by a Commonwealth of Pennsylvania court which provides clear evidence of domestic violence, there are some additional protections available to you. **Call us immediately at (412) 393-7200.** You will be required to provide us with a copy of the order.
- You may be eligible for a payment arrangement or special assistance programs. **Call (412) 393-7200** to provide us with household income and occupant information. Documentation of your income may be required.
- You can avoid forgetting to pay your bills by signing up for Duquesne Light's automatic bill payment service. Your monthly payment will be automatically deducted from your specified bank account each month on the due date. Call 412-393-7200 for an application or download at www.duquesnelight.com.
- If your landlord pays your utility bill: You have certain legal protections. Please call us at 412-393-7200.
- If you have trouble understanding or speaking English or have a disability, please call us at 412-393-7200.
- All adult occupants of the premise whose names are on the mortgage, deed, or lease are considered the 'customer' and are responsible for payment of this bill.
- If service is shut off, ANY adult occupant who has been living at the premise may have to pay all or portions of this bill to have service restored.
- If your service is shut off, you may be required to pay any additional bills that have become past due to restore your service. When service is off, you must contact us after your payment has been made to be sure you've met all conditions to have the service turned back on and to arrange access to your premises. After all conditions have been met, it may take up to 3 days to have your service restored.

WINTER NOTICE PROVISIONS (between December 1 - March 31)

- **Contact us BEFORE the shut-off date** to give us household income & occupant information to see if you qualify for any assistance programs.
- If your income is below 250% of the federal poverty guidelines, we must first ask the PUC for permission to shut off your service. Add together the monthly income of the adults in your household. If that number is the same or less than the amount listed in the chart below for your household size, call us immediately at (412) 393-7200. You may need to provide us with proof of your income.

Monthly Income at 250% of Federal Poverty Level: 2018				
Household Size	1	2	3	4
Monthly Income	\$2,530	\$3,430	\$4,330	\$5,230

ADD \$900 FOR EACH ADDITIONAL HOUSEHOLD MEMBER.



Duquesne Light Company - Statement of Account

Prepared: Apr 19, 2018

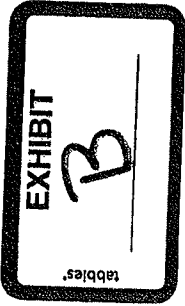
Account #: 8608 [REDACTED]

Name: YOUNG, WILBERT A

Paid Deposit Amount:	\$0.00
Disputed Amount:	\$11,056.31

Premise ID	Service Address
8608050517	575 ARDMORE BLV, PITTSBURGH, PA 15221

Date	Transaction	Premise ID	Bill Due Date	Meter Read Date	Days in Billing Period	Meter Reading	KWh Usage	Bill, Payment, Adjustment Amount	Amount Due	Actual Amount	Account Balance
8/19/14	Balance Forward							\$18,761.70	\$18,761.70	\$18,761.70	\$18,761.70
9/18/14	Balance Forward							\$82.47	\$18,844.17	\$82.47	\$18,844.17
10/20/14	Balance Forward							\$109.31	\$18,953.48	\$109.31	\$18,953.48
11/18/14	Balance Forward							\$512.66	\$19,466.14	\$512.66	\$19,466.14
12/21/14	Bill - Actual	[REDACTED]	1/12/15	12/17/14	30	7,246.16	8,293.92	\$929.85	\$20,395.99	\$929.85	\$20,395.99
1/22/15	Bill - Actual	[REDACTED]	2/12/15	1/19/15	33	8,149.56	10,840.80	\$1,257.96	\$21,653.95	\$1,257.96	\$21,653.95
2/24/15	Bill - Actual	[REDACTED]	3/17/15	2/21/15	33	9,132.15	11,791.08	\$1,411.41	\$23,065.36	\$1,411.41	\$23,065.36
3/17/15	Payment Arrangement							-\$23,065.36	\$0.00	\$0.00	\$23,065.36
3/22/15	Bill - Actual	[REDACTED]	4/13/15	3/18/15	25	9,737.72	7,266.84	\$849.33	\$849.33	\$873.05	\$23,938.41
4/20/15	Bill - Actual	[REDACTED]	5/11/15	4/19/15	32	192.85	5,461.56	\$518.00	\$1,367.33	\$660.88	\$24,599.29
4/20/15	Late Payment Charge							\$10.62	\$1,377.95	\$10.62	\$24,609.91
4/20/15	Bill - Actual	[REDACTED]	5/11/15	4/19/15	32	192.85	5,461.56	\$384.00	\$1,761.95	\$0.00	\$24,609.91
5/18/15	Late Payment Charge							\$21.89	\$1,783.84	\$21.89	\$24,631.80



Date	Transaction	Premise ID	Bill Due Date	Meter Read Date	Days in Billing Period	Meter Reading	KWh Usage	Bill, Payment, Adjustment Amount	Amount Due	Actual Amount	Account Balance
5/19/15	Bill - Actual		6/9/15	5/18/15	29	405.01	2,545.92	\$902.00	\$2,685.84	\$330.53	\$24,962.33
6/15/15	Late Payment Charge							\$33.17	\$2,719.01	\$33.17	\$24,995.50
6/18/15	Bill - Actual		7/9/15	6/17/15	30	464.86	718.20	\$902.00	\$3,621.01	\$106.16	\$25,101.66
7/15/15	Late Payment Charge							\$44.44	\$3,665.45	\$44.44	\$25,146.10
7/20/15	Bill - Actual		8/10/15	7/19/15	32	502.58	452.64	\$882.00	\$4,547.45	\$71.37	\$25,217.47
8/3/15	Payment							-\$2,685.84	\$1,861.61	-\$2,685.84	\$22,531.63
8/17/15	Late Payment Charge							\$22.48	\$1,884.09	\$22.48	\$22,554.11
8/19/15	Bill - Actual		9/9/15	8/18/15	30	535.06	389.76	\$882.00	\$2,766.09	\$63.08	\$22,617.19
9/15/15	Current w/payoff balance							-\$910.26	\$1,855.83	\$0.00	\$22,617.19
9/15/15	Late Payment Charge							\$33.51	\$1,889.34	\$33.51	\$22,650.70
9/16/15	Billing - Cancel Transaction		9/9/15	8/18/15	30	535.06	389.76	-\$498.00	\$1,391.34	-\$63.08	\$22,587.62
9/16/15	Bill - Actual		9/9/15	8/18/15	30	535.06	389.76	\$63.08	\$1,454.42	\$63.08	\$22,650.70
9/16/15	Payment Arrangement							-\$1,454.42	\$0.00	\$0.00	\$22,650.70
9/20/15	Bill - Actual		10/12/15	9/19/15	32	569.61	414.60	\$40.00	\$40.00	\$63.81	\$22,714.51
10/13/15	Payment							-\$40.00	\$0.00	-\$40.00	\$22,674.51
10/13/15	CAP Write-Off Frozen Arrearage							\$0.00	\$0.00	-\$943.78	\$21,730.73
10/19/15	Bill - Actual		11/9/15	10/18/15	29	739.57	2,039.52	\$40.00	\$40.00	\$262.87	\$21,993.60
11/9/15	Payment							-\$40.00	\$0.00	-\$40.00	\$21,953.60
11/9/15	CAP Write-Off Frozen Arrearage							\$0.00	\$0.00	-\$943.78	\$21,009.82
11/18/15	Bill - Actual		12/9/15	11/17/15	30	1,095.83	4,275.12	\$40.00	\$40.00	\$505.55	\$21,515.37
12/10/15	Payment							-\$40.00	\$0.00	-\$40.00	\$21,475.37
12/10/15	CAP Write-Off Frozen Arrearage							\$0.00	\$0.00	-\$943.78	\$20,531.59
12/20/15	Bill - Actual		1/11/16	12/19/15	32	1,638.10	6,507.24	\$40.00	\$40.00	\$728.68	\$21,260.27
1/7/16	Payment							-\$40.00	\$0.00	-\$40.00	\$21,220.27
1/7/16	CAP Write-Off Frozen Arrearage							\$0.00	\$0.00	-\$943.78	\$20,276.49
1/24/16	Bill - Actual		2/15/16	1/19/16	31	2,376.51	8,860.92	\$638.00	\$638.00	\$980.01	\$21,256.50

Date	Transaction	Premise ID	Bill Due Date	Meter Read Date	Days in Billing Period	Meter Reading	KWh Usage	Bill, Payment, Adjustment Amount	Amount Due	Actual Amount	Account Balance
2/21/16	Bill - Actual		3/14/16	2/17/16	29	3,188.51	9,744.00	\$638.00	\$1,276.00	\$1,076.34	\$22,332.84
2/22/16	Billing - Cancel Transaction		2/15/16	1/19/16	31	2,376.51	8,860.92	-\$638.00	\$638.00	-\$980.01	\$21,352.83
2/22/16	Billing - Cancel Transaction		3/14/16	2/17/16	29	3,188.51	9,744.00	-\$638.00	\$0.00	-\$1,076.34	\$20,276.49
3/21/16	Bill - Actual		4/11/16	1/19/16	31	2,376.51	8,860.92	\$454.00	\$454.00	\$980.01	\$21,256.50
3/21/16	Bill - Actual		4/11/16	2/20/16	32	3,254.75	10,538.88	\$454.00	\$908.00	\$1,163.07	\$22,419.57
3/21/16	Bill - Actual		4/11/16	3/20/16	29	3,764.20	6,113.40	\$454.00	\$1,362.00	\$680.15	\$23,099.72
3/21/16	CAP Discount							\$0.00	\$1,362.00	-\$245.00	\$22,854.72
4/19/16	Bill - Actual		5/10/16	4/18/16	29	4,199.26	5,220.72	\$454.00	\$1,816.00	\$583.24	\$23,437.96
4/19/16	CAP Discount							\$0.00	\$1,816.00	-\$245.00	\$23,192.96
5/18/16	Bill - Actual		6/8/16	5/17/16	29	4,412.73	2,561.64	\$304.00	\$2,120.00	\$307.96	\$23,500.92
5/18/16	CAP Discount							\$0.00	\$2,120.00	-\$165.00	\$23,335.92
6/19/16	Bill - Actual		7/11/16	6/18/16	32	4,492.55	957.84	\$304.00	\$2,424.00	\$128.50	\$23,464.42
6/19/16	CAP Discount							\$0.00	\$2,424.00	-\$165.00	\$23,299.42
7/19/16	Bill - Actual		8/9/16	7/18/16	30	4,529.24	440.28	\$304.00	\$2,728.00	\$66.14	\$23,365.56
7/19/16	CAP Discount							\$0.00	\$2,728.00	-\$165.00	\$23,200.56
7/23/16	CAP Budget Debit - 2016 Correction							\$667.49	\$3,395.49	\$0.00	\$23,200.56
7/23/16	CAP Budget Write Off - 2016 Correction							-\$427.49	\$2,968.00	-\$427.49	\$22,773.07
7/23/16	CAP Deficiency Credit - 2016 Correction							\$0.00	\$2,968.00	-\$929.49	\$21,843.58
7/23/16	Payment Arrangement							-\$240.00	\$2,728.00	\$0.00	\$21,843.58
8/17/16	Bill - Actual		9/7/16	8/16/16	29	4,566.64	448.80	\$314.00	\$3,042.00	\$67.00	\$21,910.58
8/17/16	CAP Discount							\$0.00	\$3,042.00	-\$165.00	\$21,745.58
9/18/16	Bill - Actual		10/10/16	9/17/16	32	4,598.14	378.00	\$289.00	\$3,331.00	\$58.58	\$21,804.16
9/18/16	CAP Discount							\$0.00	\$3,331.00	-\$151.00	\$21,653.16
10/18/16	Bill - Actual		11/8/16	10/17/16	30	4,740.60	1,709.52	\$251.00	\$3,582.00	\$217.42	\$21,870.58
10/18/16	CAP Discount							\$0.00	\$3,582.00	-\$130.00	\$21,740.58

Date	Transaction	Premise ID	Bill Due Date	Meter Read Date	Days in Billing Period	Meter Reading	KWh Usage	Bill Payment Adjustment Amount	Amount Due	Actual Amount	Account Balance
10/21/16	Payment							-\$251.00	\$3,331.00	-\$251.00	\$21,489.58
11/17/16	Bill - Actual		12/8/16	11/16/16	30	5,202.19	5,539.08	\$251.00	\$3,582.00	\$635.08	\$22,124.66
11/17/16	CAP Discount							\$0.00	\$3,582.00	-\$130.00	\$21,994.66
12/29/16	Bill - Actual		1/19/17	12/20/16	34	6,152.75	11,406.72	\$251.00	\$3,833.00	\$1,227.20	\$23,221.86
12/29/16	CAP Discount							\$0.00	\$3,833.00	-\$130.00	\$23,091.86
1/25/17	Bill - Actual		2/15/17	1/18/17	29	6,882.46	8,756.52	\$251.00	\$4,084.00	\$939.70	\$24,031.56
1/25/17	CAP Discount							\$0.00	\$4,084.00	-\$130.00	\$23,901.56
2/20/17	Bill - Actual		3/13/17	2/18/17	31	7,612.31	8,758.20	\$400.00	\$4,484.00	\$938.12	\$24,839.68
2/20/17	CAP Discount							\$0.00	\$4,484.00	-\$211.00	\$24,628.68
3/22/17	Bill - Actual		4/12/17	3/19/17	29	4,181.05	7,575.61	\$400.00	\$4,884.00	\$799.61	\$25,428.29
3/22/17	CAP Discount							\$0.00	\$4,884.00	-\$211.00	\$25,217.29
4/19/17	Bill - Actual		5/10/17	4/18/17	30	9,098.46	4,917.41	\$400.00	\$5,284.00	\$524.87	\$25,742.16
4/19/17	CAP Discount							\$0.00	\$5,284.00	-\$211.00	\$25,531.16
5/18/17	Bill - Actual		6/8/17	5/17/17	29	12,405.15	3,306.69	\$400.00	\$5,684.00	\$376.57	\$25,907.73
5/18/17	CAP Discount							\$0.00	\$5,684.00	-\$211.00	\$25,696.73
6/19/17	Bill - Actual		7/10/17	6/18/17	32	13,903.91	1,498.76	\$375.00	\$6,059.00	\$192.24	\$25,888.97
6/19/17	CAP Discount							\$0.00	\$6,059.00	-\$198.00	\$25,690.97
7/19/17	Bill - Actual		8/9/17	7/18/17	30	14,470.54	566.63	\$375.00	\$6,434.00	\$83.69	\$25,774.66
7/19/17	CAP Discount							\$0.00	\$6,434.00	-\$198.00	\$25,576.66
8/20/17	Bill - Actual		9/11/17	8/19/17	32	15,042.75	572.21	\$375.00	\$6,809.00	\$84.55	\$25,661.21
8/20/17	CAP Discount							\$0.00	\$6,809.00	-\$198.00	\$25,463.21
9/19/17	Bill - Actual		10/10/17	9/18/17	30	16,147.64	1,104.88	\$573.00	\$7,382.00	\$149.10	\$25,612.31
10/18/17	Bill - Actual		11/8/17	10/17/17	29	17,633.80	1,486.16	\$573.00	\$7,955.00	\$196.25	\$25,808.56
11/16/17	Bill - Actual		12/7/17	11/15/17	29	23,977.39	6,343.59	\$343.00	\$8,298.00	\$743.29	\$26,551.85
11/16/17	CAP Discount							\$0.00	\$8,298.00	-\$180.00	\$26,371.85
12/19/17	Bill - Estimated		1/9/18	12/18/17	33	34,116.26	10,138.87	\$343.00	\$8,641.00	\$1,133.90	\$27,505.75

Date	Transaction	Premise ID	Bill Due Date	Meter Read Date	Days in Billing Period	Meter Reading	KWh Usage	Bill, Payment, Adjustment Amount	Amount Due	Actual Amount	Account Balance
1/21/17	CAP Discount							\$0.00	\$8,641.00	-\$180.00	\$27,325.75
1/22/18	Bill - Estimated		2/12/18	1/21/18	34	46,446.99	12,394.86	\$343.00	\$8,984.00	\$1,388.00	\$28,713.75
1/22/18	CAP Discount							\$0.00	\$8,984.00	-\$180.00	\$28,533.75
1/24/18	Bill - Actual		2/14/18	12/18/17	33	34,052.12	10,074.73	\$333.00	\$9,317.00	\$1,126.82	\$29,660.57
1/24/18	Bill - Actual		2/14/18	12/18/17	33	34,052.12	10,074.73	\$333.00	\$9,650.00	\$1,126.82	\$30,787.39
1/24/18	Bill - Actual		2/14/18	1/21/18	34	46,506.83	12,454.71	\$333.00	\$9,983.00	\$1,394.62	\$32,182.01
1/24/18	Billing - Cancel Transaction		1/9/18	12/18/17	33	34,116.26	10,138.87	-\$333.00	\$9,650.00	-\$1,133.90	\$31,048.11
1/24/18	CAP Discount - Cancel Transaction							\$0.00	\$9,650.00	\$180.00	\$31,228.11
1/24/18	CAP Discount							\$0.00	\$9,650.00	-\$180.00	\$31,048.11
1/24/18	Billing - Cancel Transaction		2/14/18	12/18/17	33	34,052.12	10,074.73	-\$333.00	\$9,317.00	-\$1,126.82	\$29,921.29
1/24/18	CAP Discount - Cancel Transaction							\$0.00	\$9,317.00	\$180.00	\$30,101.29
1/24/18	CAP Discount							\$0.00	\$9,317.00	-\$180.00	\$29,921.29
1/24/18	Billing - Cancel Transaction		2/12/18	1/21/18	34	46,446.99	12,394.86	-\$333.00	\$8,984.00	-\$1,388.00	\$28,533.29
1/24/18	CAP Discount - Cancel Transaction							\$0.00	\$8,984.00	\$180.00	\$28,713.29
1/24/18	CAP Discount							\$0.00	\$8,984.00	-\$180.00	\$28,533.29
2/20/18	Bill - Actual		3/13/18	2/18/18	28	55,737.11	9,230.28	\$343.00	\$9,327.00	\$1,037.25	\$29,570.54
2/20/18	CAP Discount							\$0.00	\$9,327.00	-\$180.00	\$29,390.54
3/21/18	Bill - Estimated		4/11/18	3/20/18	30	63,957.35	8,220.24	\$374.00	\$9,701.00	\$925.37	\$30,315.91
3/21/18	CAP Discount							\$0.00	\$9,701.00	-\$196.00	\$30,119.91
3/26/18	Bill - Actual		4/16/18	3/20/18	30	64,029.29	8,292.18	\$364.00	\$10,065.00	\$933.35	\$31,053.26
3/26/18	Billing - Cancel Transaction		4/11/18	3/20/18	30	63,957.35	8,220.24	-\$364.00	\$9,701.00	-\$925.37	\$30,127.89
3/26/18	CAP Discount							\$0.00	\$9,701.00	-\$196.00	\$29,931.89
4/9/18	Dispute							-\$11,056.31	\$0.00	\$0.00	\$29,931.89
4/9/18	Current w/payoff balance							\$1,355.31	\$0.00	\$0.00	\$29,931.89

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

WILBERT YOUNG,

Complainant,

vs.

No: C-2018-3001031

DUQUESNE LIGHT COMPANY,

Respondent.

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing Motion for Judgment on the Pleadings 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

Administrative Law Judge Steven Haas
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17105
Via Fax- (717) 787-0481

Dated this 10th day of July, 2018



Paul Shane Miller, Esquire
PA I.D. No. 319174

Jeremy V. Farrell, Esquire
PA I.D. No. 316258

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