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June 17, 2019

**Via Electronic Filing**

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

**RE: Robin M. Woods v. Duquesne Light Company  
Docket No. C-2019-3009165**

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,

A handwritten signature in blue ink, appearing to read "Emily M. Farah", is written over the typed name and title.

Emily M. Farah  
Counsel for Duquesne Light Company

Enclosure

cc: Robin M. Woods (with enclosure)



**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

ROBIN M. WOODS,	:	
	:	
Complainant,	:	
	:	
vs.	:	No: C-2019-3009165
	:	
DUQUESNE LIGHT COMPANY,	:	
	:	
Respondent.	:	

**MOTION FOR JUDGMENT ON THE PLEADINGS**

Pursuant to 52 Pa. Code § 5.102, Respondent Duquesne Light Company files this Motion for Judgment on the Pleadings:

**I. OVERVIEW**

1. Complainant Robin M. Woods' Formal Complaint should be dismissed because it is merely an attempt to delay regulatory action to require payment of monthly bills for electric service.
2. Complainant's allegations stem from her account balance that is a direct result of her high electric usage and her repeated use of dilatory tactics to avoid paying her electric bill.
3. Even if Complainant requested a payment arrangement (which she has not), she would not be entitled to a payment arrangement because Complainant has not made a good faith effort to pay for her electric service.
4. Accordingly, Duquesne Light's Motion for Judgment on the Pleadings should be granted, and the Formal Complaint should be dismissed with prejudice.

**II. FACTUAL AND PROCEDURAL BACKGROUND**

5. On or about April 16, 2019, Complainant filed the Formal Complaint against Duquesne Light.

6. In the Formal Complaint, Complainant alleged incorrect charges on her account associated with 557 Idlewood Road, Pittsburgh, PA 15235 (“the Property”), and alleged that she has reliability, safety, or quality problems with her electric utility service. Complaint ¶ 4.

7. As relief, Complainant states that she wants “[d]ismissal of the amount due of \$7,400[.]80.” Complaint ¶ 5.

8. Duquesne Light filed an Answer and New Matter on May 3, 2019.

9. In its Answer and New Matter, Duquesne Light denied all material allegations in the Formal Complaint. Answer and New Matter ¶ 4.

10. 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 WITHIN NEW MATTER OF RESPONDENT DUQUESNE LIGHT COMPANY WITHIN TWENTY (20) DAYS OF SERVICE HEREOF OR A JUDGMENT MAY BE ENTERED AGAINST YOU.”** (bold in original).

11. By failing to respond to the New Matter, the Pennsylvania Public Utility Commission (“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 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 a hearing has been scheduled for July 22, 2019. Accordingly, this Motion for Judgment on the Pleadings will not delay the hearing, which is approximately 5 weeks from the date of filing this Motion.

### **III. LAW AND ARGUMENT**

14. Complainant has filed nine complaints with the Commission, including the present Complaint, within a two-year period. See Answer and New Matter Exhibit B.

15. The present Complaint raises no new issues beyond those that have already been resolved by the Commission.

16. Complainant either files complaints after receiving termination notices, or files complaints soon after her electric service is terminated. See Answer and New Matter Exhibit B.

17. The Company terminated Complainant's service three times for nonpayment on May 17, 2017, June 11, 2018, and April 4, 2019.

18. Following each termination, the Company subsequently provided Complainant with a restoration payment arrangement so she could restore service. See Answer and New Matter Exhibit C.

19. Complainant dodged the Company's other efforts to terminate her service by filing complaints with Commission or by making minimal monthly payments.

20. Customers are obligated to pay for utility service. The cost of the unpaid bills fall on the backs of the remaining customers as a part of a utility's uncollectible expenses. Bolt v. Duquesne Light Co., Docket No. Z-8712758 (April 8, 1988).

21. The pattern of filing complaints employed by the Complainant is merely an attempt to delay regulatory action to require payment of monthly bills for electric service. See Potora v. UGI Utilities, Inc., Docket No. C-2018-3002670, 2018 WL 6931964, at \*6 (Dec. 13, 2018).

22. "Using the Commission's processes to avoid termination and avoid paying for utility service is an abuse of the Commission's administrative processes and will not be countenanced." Grimes v. Pennsylvania Electric Co., Docket No. C-2018-3000571, 2018 WL 2717459, at \*3 (May 31, 2018).

23. If found to be abusing the Commission's processes, a complainant may be barred from filing further complaints "in order to protect the interests of other rate payers." Id., citing Seidenstricker v. Metropolitan Edison Co., Docket No. F-2008-2019388 (July 28, 2009), Thomas v. Peoples Natural Gas Co., Docket No. C-2009-2102194 (June 17, 2010), and Mazza v. PECO Energy Co., Docket No. C-2012-2318472 (April 23, 2014).

24. Here, Complainant's pattern of filing complaints with the Commission, including this Complaint, is an attempt to delay regulatory action and must not continue in the interest of protecting other ratepayers.

25. Further, even if Complainant was seeking a payment arrangement (which she is not), she is not entitled to a payment arrangement because she has not made a good faith attempt to pay for electric service.

26. Unlike Customer Assistance Program ("CAP") arrears, the Commission can order a payment arrangement on non-CAP arrears at its discretion. Victor Oliver, Jr., v. Pa. Elec. Co., F-2017-2595557, 2017 WL 5564159, at \*5 (Pa. P.U.C. Oct. 19, 2017).

27. 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).

28. 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).

29. The Commission has held that a customer has not demonstrated a good faith effort to pay his or her utility bills if the customer has a poor payment history, has repeatedly violated past payment arrangements, or has accumulated a large account balance. Oliver, Jr., 2017 WL 5564159, at \*6; Pickett v. Phila. Gas Works, Docket No. C-2014-2444967, 2015 WL 5915467, at \*6 (Pa. P.U.C. Oct. 1, 2015) (Commission not required to issue payment arrangement on non-CAP arrears if customer has poor

payment history or has failed to maintain past payment arrangements); Hewitt v. PECO Energy Co., Docket No. F-2011-2273271, 2013 WL 5232291, at \*7 (Pa. P.U.C. Sept. 12, 2013) (Commission can refuse to issue payment arrangement on non-CAP arrears if customer has poor payment history and defaulted on prior payment arrangements).

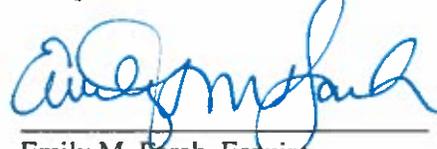
30. Here, Complainant has repeatedly defaulted on past payment arrangements. See Answer and New Matter Exhibit C.

31. Complainant violated each of her nine payment arrangements by failing to make timely, in-full payments. See Answer and New Matter Exhibit C.

32. Given that the Formal Complaint is an attempt to delay regulatory action to require payment of monthly bills for electric service, 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,  
DUQUESNE LIGHT COMPANY



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Counsel for Respondent,  
Duquesne Light Company

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

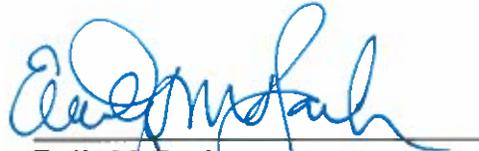
ROBIN M. WOODS,	:	
	:	
Complainant,	:	
	:	
vs.	:	No: C-2019-3009165
	:	
DUQUESNE LIGHT COMPANY,	:	
	:	
Respondent.	:	

**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):

Robin M. Woods  
557 Idlewood Road  
Pittsburgh Pa 15235

Dated this 17<sup>th</sup> day of June, 2019

  
\_\_\_\_\_  
Emily M. Farah  
PA I.D. No. 322559

Counsel for Respondent,  
Duquesne Light Company