

April 24, 2020

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

RE: Frank J. Cservak, Jr. P.E. v. Duquesne Light Company
Docket No.F-2020-3019005

Dear Secretary Chiavetta:

Enclosed please find my Reply to Answer and New Matter to the Formal Complaint in the above-captioned matter. Please excuse the slight delay in submitting my Answer. Due to the non-acceptance of mail by the Department, I have filed this document electronically as directed by your office staff.

I'm sorry for any inconvenience that this has caused. Thank you very much.

Sincerely,

A handwritten signature in black ink, appearing to read "Frank J. Cservak Jr.", with a long horizontal flourish extending to the right.

Frank J. Cservak Jr. P.E.
174 Barberry Road
Sewickley Heights, PA 15143
FCservak@C-MServices.com
412-427-4385

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

FRANK J. CSERVAK, Jr., P.E.	:	
	:	
Complainant,	:	
	:	
vs.	:	No: F-2020-3019005
	:	
DUQUESNE LIGHT COMPANY	:	
	:	
Respondent.	:	

ANSWER AND NEW MATTER

Complainant Frank J. Cservak Jr. (Retired) 174 Barberry Road, Sewickley, PA 15143, files its Answer and New Matter to the Formal Complaint, stating as follows:

1. Admitted
2. Admitted
3. Admitted
4. Cservak denies all allegations made by Duquesne Light Company (DLC), its Employees and Agents unless specifically admitted. DLC admits to terminating services on Monday 3/4/20, the same day that I filed this Formal Complaint in Harrisburg, but they Deny "that doing so was improper". They further Deny "that any incorrect charges appear on the Complainant's bills".

Please see INCORRECT CHARGES on the attached bills in effect at the time of the 10 DAY SHUT-OFF NOTICE Dtd 2/13/2020:

DLC Bill ID: **779603398767**-Barn; Dtd. 02/17/20 TOTAL ACCOUNT BALANCE: \$2395.36

DLC Bill ID: **879601741709**-House: Dtd. 02/12/20 TOTAL ACCOUNT BALANCE: \$1463.82

TOTALLING: \$3859.18

See Attachment #14

Since this Formal Complaint was filed on 4/2/20, I am in receipt of DLC's "Final Bill" for Account Number: 8796-070-000 that states: "Our records indicate that your final bill in the amount of \$814.71, from service at the above service address remains unpaid. Your total outstanding balance is now \$832.32. If you do not pay this amount immediately your credit rating may be jeopardized ... Failure to pay this debt will result in further collection action. If we do not receive payment in full, your account will be referred to a Collection Agency." **See Attachment #6**

INCORRECT CHARGES on Bills at the time of the Termination of Service (by DLC admission) are \$3859.18 – \$832.32 = \$3026.86.

DLC's Improper Termination of Services on Monday 3/4/202 due to an "unsafe condition" and requiring "must rewire back to two meters unauthorized rewire requires inspection" as shown on Energy Diversion Department Shutoff Notice . **See DLC Exhibit G**

Denied: The ONLY "Unsafe Condition" created was that created by DLC's Unsafe Act of Terminating the Services, without cause, of a senior citizen and retired veteran with a service related disability, during a worldwide pandemic.

As a result of that Improper and Unsafe Act of Terminating my Services, I was forced to take action to protect my property that include, but are not limited to installing and operating an emergency generator to provide power to the House and Barn. Damages resulting from Operating cost for the Emergency generator are: 12 gal (gasoline)/day x \$2.25/gal = \$27.00/day or \$810/mo. which will continue until my service is restored.

An additional negative consequence of that Improper and Unsafe Act of Terminating Services is that the Solar Panels on the House and Barn as well as the Wind Turbine have been rendered useless until I am connected back into the Grid resulting in a Lost Opportunity Cost of: \$76.80/Mo (House) + \$57.75/mo. (Barn) = \$134.55/mo. which continues until my service is restored.

By way of background, and to correct DLC's Answer, Solar City Corp and Cservak were issued Building Permit 20-2017 on 9/18/2017 by Sewickley Heights Borough which included all necessary "approvals" of DLC as well as Pa PUC's Recognition of Assignment of AEC's for leased Facilities, Rate RS-Residential Service Rider 21. The Building Permit took 11 months to secure.

See Attachment #7&14

DLC states: "On November 8, 2017, Duquesne Light exchanged the Home's existing digital meter with a net meter..."

Admitted: However, DLC's Net Meter Notification Dtd. November 8, 2017 associates the meter installed at 174 BARBERRY RD with Billing Account Number: 7796-070-000. That is the Barn Account.

See attachment #8

Additionally: On 2/19/18 DLC installed a Net Meter at a location described as "Billing Account 7796-070-000 174 BARBERRY RD BARN". That is the House Account. **See attachment #9**

DLC states: "On February 12, 2019, Complainant contacted the Company and suggested the meter assignments between the Home and Otis' Barn were switched. On February 15, 2019 the Company visited the Property to investigate for a possible meter twist, but the Complainant refused access to the property".

Admitted in part: I contacted DLC on multiple occasions about the meter assignments being wrong at that time, because they were.

See Attachment #10

Denied: That I “refused access to the property” to their investigator. I distinctly remember talking with the Technician, inside the Barn, a nice young lady who installed the original Net Meter on the House a year earlier. She made the request that her Supervisor, wanted to “Inspect the Barn to see what kind of equipment I had”. I viewed this as an unreasonable request, a violation of my Privacy and denied the “Supervisor” access to my barn while offering to let her take a picture. **See Attachment # 12**

DLC states: “On February 24, 2019, a Company engineer emailed the customer a spreadsheet showing the electricity delivered and received for Otis’ Barn for usage from February 19, 2018 to September 9, 2018.” **See Attachment #1 and DLC Exhibit F**

Agreed: The spreadsheet received from Company “engineer” Charles H Stoltenberg, Senior Engineer Metering, is woefully inadequate and contains only raw data for one Account, for a very limited timeframe and bearing no resemblance to the Meter Readings that form the basis of the erroneous Billing Statements I received. Additionally, since this meter Data is the basis for the Billing Statements, this Professional Engineer views this system of measuring electricity delivered and received from a Customer a form of professional incompetence, malpractice or fraud. **See DLC Exhibit F**

Answer: DLC’s Metering and Billing System lacks basic integrity due to the absence of real-time data logging of meter readings ,historical data compilation, feeding the billing system and producing accurate Billing Statements. This inability to accurately measure and account for electricity bought and sold to their customers, in this Engineer’s opinion, constitutes incompetence , malpractice or even fraud, not to mention DLC’s other unfair business practices which are anti-competitive in nature to the Solar Energy Industry.

The TED Pro Energy Monitoring and Control System is a state of the art energy monitoring system that allows the user to manage energy use through awareness of energy use and costs in residential, commercial, industrial buildings throughout the world. TED Pro Home sells for \$299.00. **See Attachment #13**

Answer: Stoltenberg’s suggestion that I should be on the Add-On Heat Rate on both Accounts is documented in my email to DLC Customer Service (Trey) on 3/15/2019. I also suggested that we start over with the two net meters to get the Billing Accounts straightened out. Subsequent calls to Customer Service on 3/18/19 and 4/10/19 to Jule; 4/11/19 to Kiesha yielded no attention to my concerns and I was forced to file my Informal PUC Claim. **See Attachment #10**

DLC states: “On October 25, 2019 the Company discovered it was not receiving reads for the Barn net meter (meter no. F82092150).”

Agreed: On 10/25/19 the Company dispatched Andrew Rodzinski (sp?) to “re-flash the meter with new firmware because it couldn’t be done remotely”. I granted Andrew access to the Property.

Answer: The meter wasn't receiving reads because I didn't purchase any electricity from DLC since early spring 2019. **See Attachment #5**

DLC states: "On December 27th, 2019 the company discovered it was not receiving reads for the Home net meter (meter no. F82092154).

Answer: The meter wasn't receiving reads because I didn't purchase any electricity from DLC since early spring 2019. **See Attachment #5**

DLC states: "On February 13, 2020 the Company visited the Property to investigate. On site, the technician observed that the home net meter (F82092154) had been removed from its socket, and the Home wiring had been reconfigured... and that a meter had been removed".

Admitted. Additionally, on Thurs 2/13/2020 three people came unannounced, entered my property and headed to "Inspect" the Service Connection on the house. I asked the leader, Employee #3032 to identify himself; he would not do so, only offering his DLC Badge with the Name "Security Services". When I engaged him in conversation as to what they were doing, he replied that they were doing a safety inspection and changing the meter. When they were finished I asked them how it looked. Robert Boardley #3630 the Technician, said it was "OK". See Attached Photo of Employee #3032's Badge. This is the act that leads to the ENERGY DIVERSION DEPARTMENT SHUTOFF NOTICE that reports an "Unsafe Condition" and a "rewire back to two meters and a required electrical inspection". **See Attachment #11**

For the Court's information, Meters are commonly separated or combined at the service entrance to buildings depending on who is responsible for the Account. I should have never been forced to add a second meter and account to my service connection but was forced to do so because of the Permitting, Inspection and Approval, Processes and Requirements employed by Sewickley Heights, Allegheny County and DLC. The Accounts should have been aggregated since 2015 on one meter.

Answer: METERING PROVISIONS: 1. A customer-generator facility used for net metering shall be equipped with a single bi-directional meter that can measure and record the flow of electricity in both directions at the same rate. A dual meter arrangement may be substituted for a single bi-directional meter at the Company's expense. **See DLC Exhibit I**

I should have never been forced to install the second meter in 2015, in order to gain my Occupancy Permit. Hence my Claim to recuperate the second meter charges back to Feb 15, 2015, the date we occupied the House. 59 months x \$13.50/mo = \$796.50.

DLC states: "While on site, the Company replaced existing net meter (F82092150) with another net meter (F77238259), and inserted a temporary shield in the Home meter socket as interim safety measure."

Denied. The Company's Answer leads you to believe that this "interim safety measure" took place on February 13, 2020 when in fact the "temporary shield " was installed on 3/4/2020 at

the time of Service Termination. This was verified by my licensed electrician at the time of installing the emergency generator.

DLC states: Footnote 2 "Based on the Company's observations, it appeared that the Home wiring may have been reconfigured to connect to the Otis' Barn net meter (F82092150); however, Complainant did not provide – and to date has not provided – any wiring approval demonstrating the new electrical configuration at the Property."

Denied. The Home wiring was reconfigured to connect to Account 8796. The electrical configuration at the Property was inspected on Thurs 2/13/2020 by DLC's Robert Boardley #3630 the Technician, who said it was "OK". I witnessed this.

See Attachment #11

DLC states: "In the Complaint Attachment # 3, Duquesne Light denies that the Complainant's third party source constitutes an electric meter for the purposes of measuring electric consumption of generation and/or computing bills for Duquesne Light Service.

Answer: The TED Pro Energy Monitoring and Control System is a state of the art energy monitoring system that allows the user to manage energy use through awareness of energy use and costs in residential, commercial, industrial buildings throughout the world. Typical uses include: sub-metering buildings; solar and wind generation metering; splitting electric bills; managing utility demand charges. Overall accuracy: better than $\pm 2\%$ tested and approved to FCC Part 15, UL916, CSA C22.2#205, IEC 61010-1. **See Attachment #13**

The TED Pro Home Data Logger continuously records and is the basis of the kilowatt hours (kwh) of electricity used by the House and Barn and the kwhs generated by the solar panels and wind turbine. The Data is complete and immensely accurate. From those Data and DLC's Billing Statements and meter readings, my spreadsheet corrects the accounting of kwhs and calculates: the overbilling of kwhs; the overbilling of incorrect Rates, this done by spinning the meter at a different speed; non-credit of electricity generated, this done by not allowing the meter to spin backwards and inaccuracy of DLC's meter readings and accounting. **See Attachment #5**

The meters are controlled with software allowing incompetent or unscrupulous operators to adversely affect the meter readings which directly influences the Customer's Billing Statement. ENRON is the glaring example of the unscrupulous and anti-competitive business practices employed by some in the Energy Sector. I call it Selling Electrons.

DLC states: "Within Attachment #4, Complainant attaches a 10-Day termination notice dated February 13, 2020... Complainant had accrued an overdue balance of \$1356.97 on the Home account".

Denied. Final Invoice for BOTH Accounts as of 4/2/2020 is \$823.32. **See attachment #6**

DLC states: "A copy of the February 13, 2020 termination notice is included with this Answer as Exhibit M. Duquesne Light admits to issuing this termination notice but denies doing so was improper... Duquesne light did not terminate Complainant's electric service for nonpayment. "

Denied. INCORRECT CHARGES on Bills at the time of the Termination of Service by DLC admission are $\$3859.18 - 832.32 = \3026.86 . **See Attachment #14**

DLC states: "Duquesne Light terminated Complainant's electric service for tampering, irregular wiring and a potentially unsafe condition".

Denied. There has been no tampering, no irregular wiring, confirmed by DLC on 2/13/20. The only unsafe condition created was created by the Termination of Services by DLC in violation of the Power Purchase Agreement causing multiple levels of Damages to Cservak.

Answer: The only meter tampering that has taken place has been done by DLC. By my count, the meters have been changed, inspected, re-flashed, installed, and removed over 12 times since Net Metering was established in October 2017. **See Attachment #11**

DLC states: "In sum, Duquesne Light denies that it improperly issued Complainant termination notices, and denies that any incorrect charges appear on his bills."

Denied: The evidence submitted herewith clearly shows that DLC improperly issued termination notices for the aforementioned reasons.

DLC states: "As stated in the New Matter, below, Complainant's removal of and tampering with meters on the Property is grounds for immediate termination..."

Agreed in part: I had a licensed electrician remove one meter for safe keeping. This was reported to DLC Employee #3032 on 3/4/2020. **See Attachment #11**

Denied in part: DLC improperly issued termination notices for the reasons mentioned in this Complaint.

DLC states: "Upon information and belief, the Home was properly billed in accordance with the RS-Residential Service Rate (to the extent reasonably practicable given the meter tampering at the Property), attached as Exhibit K."

Agreed: Since 10/8/18 the House Account 8796 has been properly billed at the Rate RS-Residential Service Rider 21. **See Attachment #14**

DLC states: "...Otis' Barn should be billed in accordance with the GS/GM-General Service Small and Medium Rate attached as **Exhibit L.**"

Denied: RATE RA-RESIDENTIAL SERVICE ADD-ON HEAT PUMP states: "Available to residential or combined residential and farm customers using the Company's standard low voltage service for lighting, appliance operation, general household purposes and for commercial or professional

activity where associated consumption represents less than 25% of the total monthly usage at the premise, and an add-on heat pump for space heating. ...” **See DLC Exhibit J**

Additionally: Since 12/6/17 the Barn Account #7796 has been billed at the Rate RS-Residential Service Rider 21. **See Attachment #14**

DLC states: “If in the event the complainant allows the Company access to the Property to confirm that the Home qualifies for Rate RA – Add-on Heat Pump Rate, The Company will change the rate for the Home accordingly.”

Agreed: Attached please find photographs documenting the Geothermal Heat Pump HVAC installations in the House and Barn satisfying DLC requirement to “see the equipment”. Please be reminded that eligibility for the RA-Add-on Heat Pump Rate was suggested by Stoltenberg on or about March 15, 2019 as documented in my email Dtd. 3/15/2019. **See Attachment #10**
See Attachment #12

5. Requested Relief:

a. Cservak requests to be reconnected to the Grid ASAP in accordance with the Power Purchase Agreement entered into by SolarCity Corporation, DBA Tesla Energy, Frank J. Cservak, Jr, 174 Barberry Road and DLC dated October 2017 on one (1) Account and one (1) meter, Rate-RS-Residential Service Rider 21 as the Account(s) was originally established and operated.

See Attachment #14

b. Reimbursement of overbilled kwh, improper billing Rates, meter reading errors and accounting irregularities contained on Accounts 8798 and 7796 since 10/7/17. The accounting on Attachment #5 has been adjusted to reflect accurate values.

Overbilling on Account 8796-House-Credits: $\$457.35 + \$1515.26 + \$583.17 = \2555.78
Final Invoice on Account 8796-House- Dtd. 4/2/20- **$\$823.32$ - Set to $\$0.00$.**

Overbilling on Account 7796–Barn-Credits: $\$1358.76 + 1537.25 = \2896.01

See Attachment #5

c. Reimbursement of costs associated with purchasing and operating an emergency generator to provide power to the House and Barn. Direct Damages resulting from Operating cost for the Emergency generator are: 12 gal (gasoline)/day x $\$2.25/\text{gal} = \$27.00/\text{day}$ or **$\$810/\text{mo.}$**
continuing until service is restored.

d. Reimbursement of the Lost Opportunity Cost of operating the solar panels and wind turbine. When operating the emergency generator, the solar panels and wind turbine have to be

disconnected from the system. The vast majority of residential solar panel installations are Grid-Tied systems that are rendered useless when they are disconnected from the Grid.

Indirect Damages while solar panels are disconnected from the grid: \$76.80/Mo (House) + \$57.75/mo. (Barn) = **\$134.55/mo. continuing until service is restored.**

Indirect Damages while the wind turbine is disconnected from the grid: 12 hr/day x 1 kw/hr x \$.15/kwh = \$1.80/day x 30 days = \$54.00/mo. Continuing until service is restored.

6. Protection From Abuse (PFA): NO.
7. a. Prior Utility Contact: Answered incorrectly initially. My bad.
Agreed: DLC Exhibit N and O.

b. Agreed. YES

c. As this paragraph is blank, no response is required.
8. Legal Representation: None
9. No response required.

NEW MATTER

10. The above paragraphs in the Answer are incorporated as if fully restated herein.
11. Denied.
12. No response required.
13. No response required.
14. No response required.
15. No response required.
16. Strongly Denied.
17. No response required.
18. Denied: Since 12/6/17 the Barn, Account #7796 has been appropriately billed at the Rate RS-Residential Service Rider 21. **See Attachment #14**
19. No response required.
20. No response required.

21. No response required.

22. No response required.

23. Denied: That Cservak tampered with Company facilities. Cservak had a Licensed Electrician familiar with such procedures remove one meter for safe keeping. This was communicated to DLC Employee #3032 on 2/3/20 and documented in Attachment #11. **See Attachment #11**

24. Answer: The only meter tampering that has taken place has been done by DLC. By last count, the meters have been changed, inspected, re-flashed, installed, and removed over 12 times since Net Metering was established in October 2017.

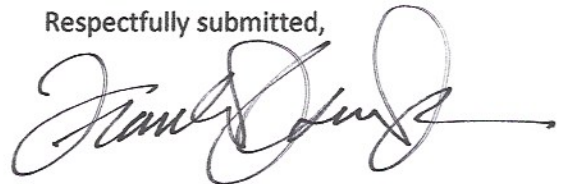
25. No response required.

26. Denied. No "unauthorized re-wiring of Company equipment" was performed by Cservak or his licensed electrician. .

27. Denied.

WHEREFORE, Respondent respectfully requests that the Pennsylvania Public Utility Commission order the relief sought by Frank J. Cservak Jr. P.E. in the Formal Complaint.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Frank J. Cservak Jr.', with a long horizontal flourish extending to the right.

Frank J. Cservak Jr. P.E.

174 Barberry Road

Sewickley Heights, PA 15143

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