

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

FRANK J. CSERVAK, Jr., P.E.

Complainant,

vs.

No: F-2020-3019005

DUQUESNE LIGHT COMPANY

Respondent.

**INITIAL DECISION - EXCEPTIONS**

Before  
Conrad A Johnson  
Administrative Law Judge

**RECEIVED**

MAR 25 2021

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Complainant files its EXCEPTIONS to the INITIAL DECISION, stating as follows:

**INTRODUCTION**

**EXCEPTION:** An electric utility customer filed a Complaint alleging incorrect billing charges. Subsequently his electrical service was terminated by the utility company. For relief, Complainant DEMANDED service restoration ASAP and adjustment to his bills.

**HISTORY OF THE PROCEEDING**

**EXCEPTION:** Frank J Cservak, Jr. (Complainant or Mr. Cservak) filed an Informal Complaint (PUC BCS Case #3691697 and PUC BCS Case #3691576) with the Pennsylvania Public Utility Commission (Commission) against Duquesne Light Company (Respondent, Duquesne Light Company or DLC) on April 14, 2019 alleging incorrect billing charges based on meter readings reported. The Complainant was contacted by the PUC on Dec 20, 2019 for additional information which was provided to [azepp@pa.cuv](mailto:azepp@pa.cuv) (Angie & Jose) including his intent to have one of the meters removed. At that time the Cases were consolidated. Both Claims were DENIED on JANUARY 31, 2020 to which the Request for Formal Complaint Forms (Notification of Intent to Appeal) were served by the Complainant on the PUC.

The Formal complaint was delivered to the PUC Offices in Harrisburg on Mar 2, 2020 on or about 11:30am to Ms. Bonnie Allison voicing the Complainant's frustration with the Process and desire for a Hearing. Upon the Complainant's return to the Pittsburgh area four hours later, he discovered that his service had been terminated and called the PUC to which Ms. Allison responded "They shouldn't have

done that". Subsequent calls to the PUC regarding Service Termination and Docketing went unanswered until Docketing transpired on Mar 4, 2020 at which time the Complaint was sent to Mediation.

**EXCEPTION:** For relief, Complainant requests the following: 1) reset house account to \$0.00 as of Jan 1, 2020 and reset meter reading to 0.00; 2) cancel barn account with a \$0.00 balance. 3) A \$2709.80 credit check of the house account; 4) a \$3696.43 credit check for the barn account; and 5) a \$796.50 credit check for the second meter charges. 6) Immediate restoration of electrical service to his House and Barn continued at the Residential Rate.

Answer and New Matter

**EXCEPTION:** Respondent further alleges that on February 15, 2019, the Company visited the Service Location to investigate Complainant's claim that the meter assignments between the Home and Barn were switched; however, Complainant refused the Company access to the Service Location. **DENIED:** The Service Location for the Home and Barn can be viewed and accessed from the street.

**EXCEPTION:** According to Respondent, during a Service Location investigative visit on February, 13, 2020, the Company's technician observed that the Home net meter had been removed from its socket and wiring reconfigured, apparently to connect to the meter for the Barn. Consequently, Respondent asserts that its technician removed the existing Barn's net meter. **DENIED:** The Barn's net meter was not removed by its technician. In addition, the technician (DUQ EMP #3630) performed his safety inspection of the house wiring at that time responding to me that everything looked okay. He then told me that I had to pay my Bill which was reinforced by DLC EMP # 6998 and Security Services EMP #3032 (Attach H).

**EXCEPTION:** In New Matter, Respondent alleges, in part that under 52 PaCode % 56.2 a utility company is authorized to immediately terminate utility service if it discovers evidence of tampering or unauthorized use. Respondent further alleges that contrary to Complainant's claim that the barn should be on a residential rate schedule, the barn is not a dwelling, as defined by Pa Code % 56.2. Consequently, Respondent asserts that the Barn must be on a commercial rate schedule. **DENIED:** The Complainant asserts that the service termination was the result of the Company's attempt to change the service rate schedule on the house and barn to a Commercial Rate. In addition, the only tampering ever evidenced was the Complainant's removal of the meter from its socket which was subsequently returned to the Company.

Reply to Answer and New Matter and Mediation

**EXCEPTION:** On June 12, 2020, Respondent filed a Motion for Partial Judgement on the Pleadings (Motion) alleging Complainant admitted removing the Home meter and reconfiguring the wiring for the Home to the Barn meter. Respondent maintained that Complainant's conduct was tantamount to tampering, thereby warranting a ruling that service termination was in conformity with the Commission's Regulations. Complainant did not file a response to the Motion. **DENIED:** The Complainant complied with all of the Court's requests to submit all documents intended as Exhibits in the Hearing to the Administrative Law Judge's Assistant by his email of July 1, 2020. In response to

questions regarding the Motion for Partial Judgement, the Assistant responded that the questions "should be posed to Judge Johnson at the Hearing". Therefore no response was filed to the Motion.

**EXCEPTION:** The telephonic hearing in the proceeding convened as scheduled on July 9, 2020... Upon due consideration, I made a ruling that Mr. Cservak admitted he tampered with Duquesne Light's facilities, thereby warranting termination of his electric service. **DENIED:** The Complainant only removed his electrical meter and returned it when service was restored.

#### **FINDINGS OF FACT**

##### **The Parties, Service Location and Billing Accounts**

**EXCEPTION:** 4. At the Service Location there is a residence, the House or Home, and a commercial building, the Barn. TR 275 and 280; DLC Exhibits 6A and 6B. **DENIED:** The Witness's testimony provides no evidence of a commercial building, but rather demonstrates that the Witness had the Billing Accounts of the house and barn confused.

**EXCEPTION:** 5. There are two billing accounts for the Service Location: Account 7796... Home and Account 8796... Barn. Tr 76-77, 82; DLC Exhibits 1A and 1B. **DENIED:** The Witness's testimony provides no evidence of the Billing Accounts being correct, but rather demonstrates that the Witness had the Billing Accounts of the house and barn confused. The Witness goes further to describe how the BCS case was closed and the disputed dollars were taken out of a dispute hold once the Company received information that the Complainant intended to Appeal the PUC Decision...

##### **Service Location Investigation**

**EXCEPTION:** 14. In early 2019 Mr. Cservak contacted Duquesne Light claiming that the meters for the House and Barn were improperly set or installed resulting in a switching of the billing accounts for the House and Barn. **DENIED:** The Complainant contacted DLC in February 2019 regarding the Billing Statements and meter readings used to determine the bills to which no reasonable effort was made by the Company to resolve resulting in the Informal Complaint filed on April 15, 2019.

**EXCEPTION:** 15. On February 12, 2019, Duquesne Light dispatched a technician to the Service Location to investigate Mr. Cservak's claim that there was an inverted assignment of the House and Barn Meters. Tr, 137-138; DLC Exhibit 9A. **DENIED:** The Witness testified to a field activity... general investigation by a technician. However upon clarification of the investigation the Witness states that no technician was sent and no reads were taken. The Witness had no explanation other than I do not believe the customer provided access which is blatantly untrue. TR 139

**EXCEPTION:** 16. On February 22, 2019, Mr. Cservak denied Duquesne Light's technician access to the meters. Tr. 95, 137-139; DLC Exhibit 8B. **DENIED:** The Service Location for the Home and Barn can be viewed and accessed from the street.

### Complainant's Removal of the House's Net Meter

**EXCEPTION:** 19. Mr. Cservak did not have permission from Duquesne Light to remove net meter F8209 from its socket. Tr. 26, 61. **DENIED:** The Complainant asserts that he does not need the Company's permission to remove a meter from service.

**EXCEPTION:** 21. Rewiring the wires for two net meters into one net meter presents and unsafe condition and posed the potential for an electrical fire. Tr. 282. The Witness displayed his ignorance by making the ludicrous statement that if you pull over 200 amps continuous, then the meter will probably burn up and you could actually start a fire. **DENIED:** Actual amperage of the Barn and House under full load is less than 12.5 amps or 6.25% of the system rated capacity. The Witness should be removed from his position of Senior Metering Engineer at once due to his professional incompetence.

### Service Termination

**EXCEPTION:** 26. On March 2, 2020 Duquesne Light terminated Mr. Cservak's electrical service for irregular wiring, meter tampering and an unsafe condition. TR 140. **Denied:** The Witness testified that a field activity created on February 28 was created to disconnect service ahead of the meter, typically at a transformer aerial tap of other location above the meter... but only a ten-day notice provided. In answer to safety measures taken by The Company, the Witness went on to state Yes, The meter socket itself, I believe, was open. It was sealed back up with a plastic insert that would prevent a passerby from sticking their hand inside to deenergize the surface of the socket. So it was sealed up and all electrical components were isolated. And I believe a lock was applied as well to prevent further tampering. That is an outright fabrication. Mr. Cservak's electrician sealed the meter socket when the meter was removed on Dec 31, 2019. Service was terminated on March 2, 2020 the day the Formal Complaint was filed in Harrisburg.

### Account Balances

**EXCEPTION:** 28. Upon Termination of his electric service, Mr. Cservak had a balance for the House Account 7796 in the amount of \$2395.36 and a balance for the Barn Account 8796 in the amount of \$823.32 Tr. 80-91 DLC Exhibits 1A and 1B. **DENIED:** DLC Bill ID: 779603398767-Barn; Dtd. 2/17/20 Total Account Balance: 2395.36 and DLC Bill ID: 879601741709-House: Dtd. 02/12/20 Total Account Balance: \$1463.82. Att #6, Att #14. In addition, incorrect charges on Bills at the time of the termination of services are \$3859.18-\$832.32 = \$3026.86. DLC Exhibits 1A and 1 B.

**Exception:** 29. At the time of the hearing Mr. Cservak had not returned the House's net meter to Duquesne Light. Tr. 117 (incorrect reference). **Clarification:** The meter was returned when service was restored on September 1, 2020, after 182 days without power.

**EXCEPTION:** 31. At the time of the hearing Mr. Cservak was using a generator fueled by gasoline for his electricity, and he has gas heat. Tr. 561-53, 262, 271, 291. **Testimony:** Damn Good thing, it was cold. Tr. 294-296.

**EXCEPTION:** 32. Mr. Cservak wants Duquesne Light to turn his power back on. Tr. 54, 65, 262,  
**CORRECTION:** Mr Cservak demands that his service be restored ASAP and DLC to comply with the  
Contract. 54, 65, 262.

## DISCUSSION

### Analysis

#### The Parties' Positions

In his Complaint, Mr Cservak raised three issues alleging: 1) service termination. 2) incorrect billing charges related to the electricity generated by his solar panels and 3) the switching for his billing accounts for his House meter and Barn meter. **EXCEPTION:** In his Complaint Mr. Cservak alleged incorrect billing charges and demanded that his service be restored ASAP and DLC perform to the Contract. Tr. 16-20, 31-40, 58-64, 256-260, 262-265, 269-273.

Mr. Cservak admits he removed one of the meters from its socket and stored the meter in his garage. Tr. 25, 263. **EXCEPTION:** The Complainant had the meter removed by a Licensed Electrician due to DLC's intent to charge the Commercial Rate for electrical service. Removal of the meter does not constitute tampering. Tr. 24-29, 31-40, 45-46, 53-55, 262-265, 265-266, 269-273.

As a relief for his Complaint Mr. Cservak wants credits for the electricity generated by his Solar Panels... **EXCEPTION:** Mr. Cservak wants corrected Billing Statements that accurately reflects the electricity provided to and from DLC at the rates provided for in the Contract. Tr. 24-29, 31-40, 45-46, 53-55, 262-265, 265-266, 269-273.

#### Reasonable Service

Section 1501 of the Code, 66 Pa.C.S. § 1501, mandates that a public utility must furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and must make such repairs, changes, alterations, substitutions, and improvements in or to such service and facilities as shall be necessary of proper for the accommodation, convenience and safety of its patrons and the public. Section 102 of the Code, 66 Pa.C.S. § 102 defines "service"... **EXCEPTION:** Mr. Cservak: I'm really disappointed in this process, extremely disappointed in this process. Here we see the heavy hand of government laying it on the People. Okay? I didn't do anything wrong out here. Okay? All I did was ask a question. We went all over – all over here. Okay? So you know what, I've been in court before. This is no different. Hopefully I can get some Justice here. I want my Power turned back on. And it's a shame that I got put through this process, you know. I filed a formal complaint, and the day I file it my power gets shut off, right at the beginning of the pandemic. And I'm – I'm a retired military guy, Vietnam era. You know what, if I couldn't have taken care of myself like I do, I could have died here. Oh, you might laugh, but you know, for not paying my bill, that's what I got. And I file my Complaint, I did all the paperwork that I – that I could do. And I contact – I called them people 20, 30 times, trying to work this out. And then I get put into this little thing here. But that's just a sign of the times. We're going to have to stand up for our rights. And you know, when they can roll the cops on you and

**they can make you out the bad guy like I was stealing something off of somebody, these are the guys that are stealing. Okay? And they're stealing off the Public. And this is terrible. I'm like a dog on a bone, Your Honor. I ain't going away. Just hope – you better hope I die out here because I'm going to keep coming back. That's all. Tr. 294-296.**

Termination Issue

As noted in the above History of the Proceeding... He further testified that he had removed the net meter in late 2019 without Duquesne Light's authorization. Tr. 25, 41-42, 45, 49, 61, 263.

**EXCEPTION: The Complainant asserts that he does not need the Company's permission to remove a meter from service. Tr. 15-18, 26-29, 31-40.**

On February 13, 2020 Duquesne Light conducted a Service Location investigation and discovered that the House's net meter F82092154 was missing and wiring for the House's net meter was connected to the Barn's net meter F77238259. Tr. 140; Exhibit 9A; Complainant's Exhibit G. **DENIED: Mr. McClain, Senior Manager of Meter Operations conducted an energy diversion investigation to determine if the Complainant was diverting electricity. On that day the technician Mr. Robert Boardley (DUQ EMP #3630) performed his safety inspection of the house wiring at that time responding to me that everything looked okay. He then told me that I had to pay my Bill which was reinforced by Mary (DLC EMP # 6998) and "Mr. Security Services" (EMP #3032) who refused to identify himself that day and remains unidentified. Tr. 133-141 (Attach H).**

Duquesne Light's discovery of Mr. Cservak's tampering with the Company's facilities warranted termination of his electric service on March 2, 2020. Tr. 140, DLC Exhibit 11. **DENIED: Mr. McClain states when we discovered that the meter was removed, a ten-day notice was provided to the customer to rewire back to two meters. Service was not immediately disconnected then. Mr. McClain went on to state Yes, The meter socket itself, I believe, was open. It was sealed back up with a plastic insert that would prevent a passerby from sticking their hand inside to deenergize the surface of the socket. So it was sealed up and all electrical components were isolated. And I believe a lock was applied as well to prevent further tampering. EXCEPTION and VEHEMENTLY DENIED: These statements made by a DLC Senior Manager are an outright fabrication. Mr. Cservak's electrician sealed the meter socket when the meter was removed on Dec 31, 2019. Service was terminated on March 2, 2020 the day the Formal Complaint was filed in Harrisburg. The Energy Diversion Unit and Mr. "Security Services" EMP #3032 are those responsible for unjustly terminating Mr. Cservak's service. Tr. 24-29, 31-40, 45-46, 53-55, 262-265, 265-266, 269-273; (Attach H).**

Furthermore, Mr. Cservak's rewiring for both the House and Barn into the Barn's net meter posed a fire hazard. Tr.282. Duquesne Light's witness, Charles Stoltenberg, a senior meter engineer, explained the safety hazard. Tr.235. The net meters are each rated for 200 amps continuously. If you wire over 200 amps from one meter into another 200 amps meter, "the meter will probably burn up and you could actually start a fire." Tr. 282. Accordingly, the presence of a safety hazard at the Service Location also warranted termination of Mr. Cservak's electric service. Tr. 22. **DENIED: Actual amperage of the Barn and House under full load is less than 12.5 amps or 6.25% of the system rated capacity. For**

**DLC's Senior Metering Engineer to be permitted to make such statements and terminate customers' service is a violation of the Public Trust and the Contract. Mr. Stoltenberg should be removed from his position of Senior Metering Engineer at once due to his professional incompetence. It is quite interesting to note that Mr. Stoltenberg was the first at DLC to refute the Complainant's meter readings as early as February 2019 at the outset of the Claim and he is at center of having my service terminated because he opined that "the meter would probably burn up". This shows the extent to which DLC harassed the Complainant. Tr. 234-260.**

**Incorrect Charges Issue**

Duquesne Light countered that the meters installed at the Service Location were tested prior to installation. According to Ronald Dornin, Duquesne Light's former manager of meter and systems team, the tests measured compliant with the Commissions regulations at 52 Pa. Code % 57.20(c). Tr. 89-92 and 114-122, 126; DLC Exhibit 5; **EXCEPTION: Mr Dornin states that neither he nor the three individuals working for him that he describes as "engineers" are Licensed Engineers. Mr Dornin testified that three meters have been installed at the Barn account. Two of the three were exchanged because DLC was having communications issues with the IPv6 firmware update. Tr.121. When questioned regarding the account number he was referring to he replied Mr. Cservak, the account number for the barn, or what we're considering is the barn, ends in 8796. Tr. 127. Mr. Cservak: For the Court's benefit and for DLC's benefit, what I've been saying all along is, look at my Attach #5 and look at my spreadsheet, the house started out as 8796. Tr. 127**

Duquesne Light's supervisor of regulatory consumer relations, Roxanne Morris, testified that Mr. Cservak's usage was accurately billed as reflected in his service accounts. Tr. 76-77. **EXCEPTION: Ms. Morris testified: A Statement of Account shows bills rendered, payments received. It also breaks down the kilowatt hour usage meter reading dates, things like that. Tr. 79. When we had our resolution conference, this was brought up and brought to my attention, so I put this balance into a dispute as well and added it to the case. The effect of the delay of the dispute hold being placed on the account caused Mr. Cservak to receive a collection agent – a collection letter from a collection agency and – saying that his credit could be affected. Tr. 84-85. The Witness further testified that the transactions represent net metering credits that were not previously for this account. When asked if she was familiar with how the credits are calculated she responded no. Tr. 85.86. Ms. Morris testified that when she reviewed Mr. Cservak's accounts in our computer system and saw that he actually had no payment arrangements on either account, from the chronological summary of payment arrangements and PUC payment arrangements provided on the account, she CREATED them. Tr. 87.**

Electrical engineer, Charles Stoltenberg stated Duquesne Light's Meter Data Management System calculates kilowatts delivered to the Service Location and kilowatts received from Mr. Cservak's solar panels. Tr. 176 (incorrect reference), 237-238; DLC Exhibit 17. **EXCEPTION: Mr. Stoltenberg states the primary display of the meter is net. What it does is a meter will record the delivered usage and it also records the received usage. Delivered usage is what is being sent from Duquesne Light to the**

customer. Received is what the customer may send to Duquesne Light. The meter continuously measures that. And on the net register, anything that is considered delivered, it adds. And anything that becomes – that it receives is subtracted. And that's continuously. Tr. 237-238. Mr. Stoltenberg then explained that the MD – the M Data System ONLY UPDATES ONCE PER HOUR... So the meter updates continuously, but the M Data System... stores data hourly. Tr. 256-257. Mr. Stoltenberg stated that he did not know how Estimated Bills were calculated but that they were automatically generated in the system. Tr. 258-259.

Although Mr. Cservak claims his TED monitor is accurate, there is nothing in the record to establish the accuracy of the monitor. Mr Cservak did not present any evidence that he ever had the TED monitor tested.. **EXCEPTION: There is no testing of TED that is required as it is accurate to within .01% of recorded values as was submitted to DLC and the Court since February 2019. Accuracy of DLC's MDM System relies on Data recorded on an hourly basis. Tr. 256-257. TED records data to the data logger every second, providing accuracy 3600 times greater than the MDM System which provides data to the billing system in the form of meter readings.**

Mr. Cservak did not present any additional evidence to refute the accuracy of his billing charges. **EXCEPTION: Mr. Cservak testified: What my case shows is that Duquesne Light Company has unscrupulous billing practices in how they're invoicing for power. They control the meter readings. They tell the meters how fast to spin. They tell the meters to be reading don't – they tell the meters do not go backwards, Okay? Now, you know, Duquesne Light Company's still getting the benefit of that power that my solar panels are putting out. Why? Because they're hooked up. It goes right back. It's only the meter that's not going backwards, Your Honor. It's only the meter. And they control this all with a smart meter. Ronald Dornin testified that two of the three meters were exchanged because DLC was having communications issues with the IPv6 firmware update. Tr. 121. Ms. Morris testified that when she reviewed Mr. Cservak's accounts in our computer system and saw that he actually had no payment arrangements on either account, so she CREATED them. Tr. 87. Mr. Dornin testified that DLC was checking the meters because they were having communication issues with the meters. Meaning that the reads were not coming into our system automatically and we had to manually verify them with a technician. Tr. 130-131. Cservak continues to allege the TED system is far more accurate than DLC's MDM/Billing System. Tr. 24-29, 31-40, 45-46, 53-55, 262-265, 265-266, 269-273.**

More importantly Mr. Cservak comes before the Commission with "unclean Hands." He removed one of the net meters from its socket, he has not returned the net meter to Duquesne Light nor has he reinstalled the meter into its socket... The doctrine of unclean hands applies generally in a court of equity... while this is an administrative proceeding, the doctrine nevertheless applies. Here, Mr. Cservak is a wrongdoer. He cannot now be heard to claim that his billing charges are incorrect. Equity will not aid a wrongdoer. Accordingly, Mr. Cservak's incorrect billing allegations must be denied. **EXCEPTION: To Judge Johnson: Mr. Cservak's hands are neither unclean nor is he a wrongdoer. Admonishment, belittlement, disparagement, deprecation, or attacks by the Court or DLC upon him or his family will not deter Mr. Cservak in his pursuit of this Claim, which now includes the wrongful termination of services.**

Throughout his testimony Mr. Cservak repeated that he wanted Duquesne Light to turn his power back on... To have his electricity restored, Mr. Cservak is encouraged to arrange for payment of his outstanding balances with Duquesne Light. **EXCEPTION: Mr. Cservak does not intend to pay any outstanding balances and is shocked that the Judge would make such a ruling based on the evidence presented.**

Meter and Account Switching Issue

Mr. Cservak asserts that at some point Duquesne Light Switched his house and barn meters... Mr. Cservak did not present any evidence as to how he determined the meters had been switched or when... "Mere bald assertions... **EXCEPTION: On June 30, 2020, the Complainant submitted via email additional documentation and 8 attachments which were forwarded to the Court at the Clerk's direction to be included as Exhibits in the Case. It became readily apparent from the outset, that since I didn't submit a .pdf version numbered consecutively, the Court was unable to view my evidence. Tr. 10-17,**

Judge: Any – well, let me explain to you Mr. Cservak. Anything that you previously presented through your informal complaint is not a part of the formal complaint, unless you move or offer it into evidence. And then I'll give Attorney Farah an opportunity to respond to any exhibits that you'd like to offer into the record. This is a new proceeding. There is nothing in the record from any prior proceeding. But I – before we get to that part, I will state that I'm going to take what's called official notice of the complaint and the Answer in New Matter that was filed respectively by yourself and Duquesne Light. So I would ask both of you, do either of you have any objection to my taking notice – official notice of the complaint you filed Mr. Cservak and the Answer in New Matter that was filed by Duquesne Light? I will refer – what I'm saying is, I will – I may refer to the complaint and the Answer when I write the Decision. So, I'm asking, do you have an objection? Mr. Cservak: No. Tr. 17-19. **EXCEPTION: Complainant states: if you have any hearing exhibits to which you will refer to during the hearing, one copy must be mailed to Nick, legal assistant, and the other party. And that's been done. Judge: I have – yes, I do – I do have the exhibits that you mailed to my legal assistant. Tr. 19. The Complainant was never convinced that the Judge was able to view the exhibits that were submitted to the legal assistant. Tr. 38-40.**

Judge: Settlement discussions are not part of the record. Settlement discussions are not evidence. So I would ask you to refrain from testifying to anything that may have occurred during the settlement process... I'm sustaining Attorney Farah's objection. Now you can continue with your testimony. Go ahead. **EXCEPTION: The Witness: And again – and again – Your Honor, I'm confused again on this evidence thing. And I understand what's being played on me here. So all the – all the exhibits that I submitted through Nick on all these matters, what, I'm not allowed to bring them up? That's what was asked for in the Order. You wrote me an Order and told me to submit this stuff, that's what I'm talking from. Tr. 37-38.**

Judge: You can go back to the beginning, but refrain from testifying to anything that occurred during the settlement discussions. Witness: Okay. We're going to Attachment A. Judge: Okay. Just a – hold on just a moment while I – because I'm doing everything electronically. I don't have paper exhibits.

Let me get to your – Which exhibit? Witness: Attachment A – Judge: give me a moment – (WHEREUPON, A PAUSE IN THE RECORD WAS HELD.) Witness: There's a couple hundred pages here, Your Honor. Can't do it this way. Judge: Well, we're going to do it this way sir. Witness: Okay. Judge: Give me a moment. Witness: Yes sir. (WHEREUPON, A PAUSE IN THE RECORD WAS HELD.) Tr. 38-39.

The Witness: I'm going to direct you to my Exhibit H, please. Judge: Is it Exhibit H or Attachment H? The Witness: This would be my Attachment H, sir. Judge: Okay. Hold on. (WHEREUPON, A PAUSE IN THE RECORD WAS HELD.) Judge: Just a moment. Okay. Attachment H is entitled Duquesne Light Company Energy Diversion Department Shut-Off Notice. Is that what you're referring to, Mr. Cservak? The witness: No, sir. H, Hotel. Judge: Identify it for me again. It's an - . The Witness: This would be Attachment H, Hotel. Judge: You say Hotel? The Witness: Hotel, H. Judge: Okay. Well, that was Exhibit H that I just referred to. I'm looking through your attachments again. Just a moment. (WHEREUPON, A PAUSE IN THE RECORD WAS HELD.) Judge: I'll let you continue with your testimony, but I'll note it in my notes that you're referring to Attachment H. Identify to me what Attachment – Tr. 43-45. **EXCEPTION: The Complainant was never convinced that the Judge was able to view the exhibits that were submitted to the legal assistant. Tr. 39-40.**

#### Ruling

Weighing the testimony and analyzing exhibits presented in this proceeding, a ruling is required that Mr. Cservak failed to carry his burden to demonstrate that Duquesne Light violated the Code or a Commission order or regulation. Accordingly the Complaint will be dismissed in the ordering paragraphs below. **EXCEPTION: The Complainant was prevented from placing evidence into the Court. In fact evidence submitted into the Docketing system was deleted and the Complainant was instructed to submit to the Court for the Hearing. That evidence was not available at the time of the Hearing due to the Court's Process.**

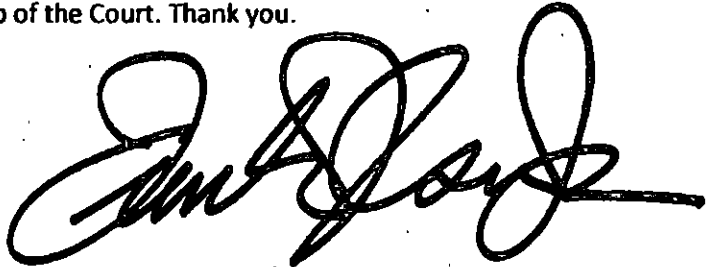
Judge: I caution you, if you file Exceptions, your Exceptions should be timely filed. Otherwise, the Commission may not consider your Exceptions. But I would again encourage the parties to before you – my decision probably won't be out for several – I have to wait for the court reporter's transcript, so it will be several weeks before my decision goes out. During that time I would encourage the parties to try and work towards amicably resolve this matter, because it is the Commission's policy to encourage settlement. Tr. 296. **EXCEPTION: The Complainant negotiated and mediated with DLC and was subsequently told that the negotiations were confidential and couldn't be mentioned at the Hearing. Tr. 37. The notion of an amicable settlement at the time of the Hearing is nonsensical and disingenuous.**

Judge: It is the Commission's policy to encourage settlement. Settlement saves everyone the time and expense of litigation. Settlement provides the parties the opportunity to be in control of the outcome of the Complaint rather than have the Judge make a decision for you. My question to Attorney Farah is, have you had the opportunity to speak with Mr. Cservak to see if this matter could be resolved in an amicable fashion? Attorney Farah: We have had the opportunity to discuss settlement with the Complainant. At this time Duquesne Light does wish to proceed with a hearing on the matter. Tr.10. .

**EXCEPTION: The Complainant negotiated and mediated with DLC for over a year and was subsequently told that the negotiations were confidential and couldn't be mentioned at the Hearing. Tr. 37. The notion of an amicable settlement at the time of the Hearing is nonsensical and disingenuous. The Formal complaint was delivered to the PUC Offices in Harrisburg on Mar 2, 2020 on or about 11:30am to Ms. Bonnie Allison voicing the Complainant's frustration with the Process and desire for a Hearing.**

Since the Hearing:

Since the Hearing on July 9, 2020 DLC continued their obstruction of restoring my service. DLC continued to collude with Sewickley Heights Borough to delay restoration of my electrical service through their onerous and corrupt permitting and inspection processes. I have names. Service was restored on September 1, 2020 through no help of the Court. Thank you.

A handwritten signature in black ink, appearing to read 'Frank J Cservak Jr.', written in a cursive style.

Frank J Cservak Jr. P.E.  
174 Barberry Road  
Sewickley Heights, PA 15143

Date: Mar 24, 2021