

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

HEATHER CIGRAND,)
)
 Complainant,)
)
 vs.)
)
 DUQUESNE LIGHT COMPANY,)
)
 Respondent,)

No. F-2021-3028359

**ANSWER TO MOTION FOR
SUMMARY JUDGMENT**

FILED ON BEHALF OF:
Heather Cigrand

COUNSEL OF RECORD:
Christopher Skovira, Esq.
PA I.D. 319646

AVOLIO LAW GROUP
117 N. MAIN ST.
GREENSBURG, PA 15601
(724) 834-1002 x 115

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

HEATHER CIGRAND,)
)
 Complainant,) No. F-2021-3028359
)
 vs.)
)
)
 DUQUESNE LIGHT COMPANY,)
)
 Respondent,)

ANSWER TO MOTION FOR SUMMARY JUDGMENT

AND NOW come the Complainant, Heather Cigrand, by and through her attorney, Christopher Skovira, Esquire, and file the within Answer to Motion for Summary Judgment and in support thereof, aver as follows:

1. Denied. Complainant is not requesting a complete waiver of the electric charges that accrued at Floor # 1 and Floor #2. Complainant's position is the transfer of the entire balance from Floor # 2 of \$7,479.07 into Owner's name under 66 Pa.C.S.A. 1529.1(b) is improper. The purpose of 66 Pa.C.S.A. 1529.1(b) is to ensure the owner of rental property fixes any foreign wiring issue by transferring a tenant's balance into the owner's name until the issue is fixed. The law cannot and should not be used as a way for tenant to evade enormous overdue bills or for the utility company to easily collect overdue bills they inexplicably allowed to remain unpaid without shut off notices, notice to owner, or termination of service. The application of the law the Respondent is requesting produces an absurd result.

2. Denied. While Complainant does not dispute the fact she owns the property or that Respondent discovered foreign wiring registering on the meters, there remains material issues of fact in dispute. Complainant disputes receiving proper and timely notification.

Complainant also disputes whether the amount of the bill transferred from the tenant into her name was proper.

3. Paragraph 3 is admitted.

4. Paragraph 4 is admitted.

5. Paragraph 5 is admitted.

6. Paragraph 6 is admitted.

7. Paragraph 7 is admitted.

8. Paragraph 8 is admitted.

9. Paragraph 9 is admitted in part and denied in part. Under 52 Pa. 5.63(b), the Commission may find the **factual** allegations contained in the new matter as admitted. However, Complainant does not dispute the factual allegations in Respondent's New Matter. Complainant is the "owner of the Property" and "[o]n or about March 31, 2021, Duquesne Light discovered foreign load registering on the meters connected to the residential units from the communal basement area.

10. Denied. The commission may deem the **factual** allegations in the New Matter admitted.

11. Paragraph 11 is admitted.

12. Paragraph 12 is a statement of law to which no response is needed.

13. Paragraph 13 is a statement of law to which no response is needed.

14. Paragraph 14 is a statement of law to which no response is needed.

15. Denied. A hearing has just been scheduled for January 4, 2022.

16. Denied. A hearing has just been scheduled for January 4, 2022.

17. Denied. Complainant is not requesting a complete waiver of the electric charges that accrued at Floor # 1 and Floor #2. Complainant's position is the transfer of the entire balance from Floor # 2 of \$7,479.07 into Owner's name under 66 Pa.C.S.A. 1529.1(b) is improper. In addition to what is set forth in response to Paragraph 1, the tenant in Floor 2 was a Section 8 tenant who received a utility allowance. Complainant was never notified of any failure to pay the utility, yet Respondent allowed the amount to go unpaid in the amount of \$7,479.07.

18. Paragraph 18 is a conclusion of law to which no response is needed. To the extent a response is deemed required, Complainant agrees the current state of the law requires the company to transfer the balance to the owner when foreign load is discovered.

19. Paragraph 19 is a conclusion of law to which no response is needed.

20. Paragraph 20 is a conclusion of law to which no response is needed. To the extent a response is deemed required, Complainant agrees under the law the property owner is responsible for tenant's arrearages. Complainant's dispute is how the Respondent allowed for the inexplicably high balance to be obtained in the first place. By Tenant contacting Respondent and reporting the "foreign wiring," it is clear the intent and knowledge of Tenant in not paying her utility bill even with the utility stipend. By allowing for this to continue, the Commission is setting a precedent that will continue to produce unconscionable and absurd outcomes.

21. Paragraph 21 is a conclusion of law to which no response is required.

22. Paragraph 22 is admitted.

23. Paragraph 23 is admitted.

24. Paragraph 24 is admitted.


25. Paragraph 25 is denied. Complainant agrees under the law the property owner is responsible for tenant's arrearages. Complainant's dispute is how the Respondent allowed for the

inexplicably high balance to be obtained in the first place. By Tenant contacting Respondent and reporting the “foreign wiring,” it is clear the intent and knowledge of Tenant in not paying her utility bill even with the utility stipend. By allowing for this to continue, the Commission is setting a precedent that will continue to produce unconscionable and absurd outcomes.

26. Paragraph 26 is denied as there are still disputes remaining as to material facts.

Respectfully submitted,

AVOLIO LAW GROUP

By 
Christopher Skovira, Esq.
Attorney for Complainant

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

HEATHER CIGRAND,)
)
 Complainant,) No. F-2021-3028359
)
 vs.)
)
 DUQUESNE LIGHT COMPANY,)
)
 Respondent,)

CERTIFICATE OF SERVICE

I, Christopher Skovira, Esquire, do hereby certify that I have, this day, served a copy of the within Answer to Motion for Summary Judgment on the person and at the address listed below in accordance with the requirements of 52 Pa. 1.54:

VIA ELECTRONIC MAILING ONLY

Emily M. Farah, Esq.
411 Seventh Ave.
Pittsburgh, PA 15219
Via email: efarah@duqlight.com

AVOLIO LAW GROUP

By: 
Christopher Skovira, Esq.

Dated: December 9, 2021