

# Stevens & Lee

17 N. Second Street, 16<sup>th</sup> Floor  
Harrisburg, PA 17101  
(717) 234-1090  
www.stevenslee.com

Direct Dial: (717) 255-7365  
Email: michael.gruin@stevenslee.com  
Direct Fax: (610) 988-0852

December 22, 2022

## *Via Electronic Filing*

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2<sup>nd</sup> Floor  
Harrisburg, PA 17120

**Re: Frank J. Cservak, Jr., P.E. v. Duquesne Light Company**  
**Docket No. C-2022-3036252**

Dear Secretary Chiavetta:

Enclosed for filing is Duquesne Light Company's Motion for Partial Judgment on the Pleadings in the above-referenced matter. A copy has been served on the Complainant in accordance with the attached Certificate of Service.

If you have any questions, please contact me.

Best Regards

STEVENS & LEE



Michael A. Gruin

Enclosures

cc: Certificate of Service  
Administrative Law Judge Conrad A. Johnson

Allentown • Bergen County • Bala Cynwyd • Cleveland • Fort Lauderdale • Harrisburg • Lancaster • New York  
Philadelphia • Princeton • Reading • Rochester • Scranton • Valley Forge • Wilkes-Barre • Wilmington  
A PROFESSIONAL CORPORATION

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

FRANK J. CSERVAK, JR.	:	
Complainant	:	
	:	
v.	:	Docket No. C-2022-3036252
	:	
DUQUESNE LIGHT COMPANY	:	
Respondent	:	
	:	

**NOTICE TO PLEAD**

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**To: *Frank J. Cservak, Jr.***

You are hereby notified to file a written response to the attached Motion for Partial Judgment on the Pleadings of Duquesne Light Company within twenty (20) days from the date of service of this notice. If you do not file a written response denying or correcting the enclosed New Matter within twenty (20) days of service, the facts set forth by Duquesne Light Company may be deemed to be true, thereby requiring no other proof, and judgment may be entered against you. All pleadings, such as Answers to Motions, must be filed with the Secretary of the Pennsylvania Public Utility Commission:

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, Second Floor  
Harrisburg, PA 17120

You must also serve a copy of your response on the undersigned counsel for Duquesne Light Company. Failure to respond to this Motion for Partial Judgment on the Pleadings could result in the dismissal of your case.

STEVENS & LEE



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Michael Gruin (Attorney ID No. 78625)  
17 N. 2nd Street  
Harrisburg, PA 17101  
Phone: (717) 255-7365  
Fax: (610) 988-0852  
email: [michael.gruin@stevenslee.com](mailto:michael.gruin@stevenslee.com)  
COUNSEL FOR DUQUESNE LIGHT COMPANY

Dated: December 22, 2022

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

FRANK J. CSERVAK, JR.	:	
Complainant	:	
	:	
v.	:	Docket No. C-2022-3036252
	:	
DUQUESNE LIGHT COMPANY	:	
Respondent	:	
	:	

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**MOTION FOR PARTIAL JUDGMENT ON THE PLEADINGS  
OF DUQUESNE LIGHT COMPANY**

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Pursuant to 52 Pa Code § 5.102, Duquesne Light Company (“Duquesne Light” or “Company”), by and through its attorneys Stevens & Lee, hereby files this Motion requesting partial dismissal of the Formal Complaint of Frank J. Cservak, Jr. (“Complainant”). As set forth below, the Complaint attempts to relitigate several issues that were previously resolved by the Commission in a prior formal complaint filed by the Complainant in 2020 at Docket No. F-2020-3019005 (“2020 Complaint”), and those claims are therefore barred by the doctrine of res judicata. In support of its Motion, the Company avers as follows:

**BACKGROUND**

1. On October 19, 2022, Duquesne Light was served with a copy of the formal complaint (the “2022 Complaint”) that Complainant filed with the Pennsylvania Public Utility Commission (the “PUC” or “Commission”) against Duquesne Light. A copy of Complainant’s Complaint, which has been redacted to remove Complainant’s personal information from public disclosure, is attached hereto as **Exhibit A**.

2. In Paragraph 4 of the 2022 Complaint, the Complainant included two averments that related to issues that were already resolved in connection with the 2020 Complaint, as follows:

(a) “DLC has already shut off my service for an 8 month period due to non-payment of my bills and they are threatening termination again”.

(b) “Incorrect and fraudulent charges were added to my (2) Accounts in Feb 2020....”,

3. For requested relief, the 2022 Complaint requested removal of disputed charges from January 2020, in addition to requesting to have service billed at a residential rate, and an adjustment to the Complainant’s solar credits be restored to his bill. See Formal Complaint, ¶ 5.

4. On November 24, 2022, Duquesne Light filed an Answer and New Matter (the “Answer”) with a notice to plead,<sup>1</sup> a copy of which is attached hereto as **Exhibit B**.<sup>2</sup>

5. In its Answer, Duquesne Light admitted that it terminated the Complainant’s service on March 2, 2020 for unlawful metering tampering. By way of further Answer, Duquesne Light explained that the March 2, 2020 termination was the subject of Complainant’s the 2020 Complaint, and that pursuant to the Commission’s Opinion and Order dated June 16, 2022 in the 2020 Complaint proceeding, the Commission concluded that Duquesne Light had a valid basis for the 2020 Termination. See *Cservak v. Duquesne Light Co.*, Docket No. F-2020-

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<sup>1</sup> Which notice to plead provided:

You are hereby notified to file a written response to the attached Answer and New Matter of Duquesne Light Company within twenty (20) days from the date of service of this notice. If you do not file a written response denying or correcting the enclosed New Matter within twenty (20) days of service, the facts set forth by Duquesne Light Company may be deemed to be true, thereby requiring no other proof, and judgment may be entered against you. All pleadings, such as responses to New Matter, must be filed with the Secretary of the Pennsylvania Public Utility Commission:

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, Second Floor  
Harrisburg, PA 17120

You must also serve a copy of your response on the undersigned counsel for Duquesne Light Company. Failure to respond to this Answer and New Matter could result in the dismissal of your case.

<sup>2</sup> Exhibit B has been redacted to remove Complainant’s personal information from public disclosure.

3019005 (Opinion and Order entered June 16, 2022).<sup>3</sup> Duquesne Light also admitted that on October 10, 2022 the Company issued a 10-day termination notice to the Complainant for failure to pay past due amounts, but denied that the Complainant’s service was terminated following the issuance of the October 10, 2022 termination notice. See Answer and New Matter, ¶4(a).

6. In its Answer, Duquesne Light admitted that the Complainant’s account was changed from RS-Residential Service Rate, Rider 21 to GS-Small Commercial Rate, Rider 21 Rate in September 2021, when the Complainant’s two accounts were combined at his request but denied that the Complainant was being charged a “wrong rate”. Duquesne Light further explained that Complainant’s account is correctly classified as a commercial account in accordance with Duquesne Light’s Commission-approved tariff, because more than 25% of the premises’ monthly electrical consumption is attributable to commercial use. See Answer and New Matter, ¶4(b).

7. In its Answer, Duquesne Light denied that any of the Complainant’s “Solar Credits” were deleted. Duquesne Light further explained that the Net Metering Credits on the Complainant’s two accounts were converted to cash and refunded to him by check in September 2021 after the two accounts were combined and the current net metering credit balance reflected on Complainant’s bill is correct as rendered and there no basis to adjust that balance. See Answer and New Matter, ¶4(c).

8. In its New Matter, Duquesne Light averred that to the extent the Complaint makes allegations regarding Duquesne Light charges or balances that appeared on his account prior to April 5, 2021, such allegations are barred by the doctrine of res judicata because the Commission has already determined that the Complainant’s account balances were correct as of April 5, 2021

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<sup>3</sup> Complainant filed a Petition for Review of the Commission’s Opinion and Order denying Complainant’s exceptions and dismissing Complainant’s 2020 Formal Complaint with the Commonwealth Court of July 15, 2022, which petition remains pending with the Commonwealth Court.

in the Final Order issued on June 16, 2022 in the 2020 Complaint case. See Answer and New Matter, ¶11.

9. In its New Matter, Duquesne Light averred that to the extent the Complaint makes allegations regarding the March 2, 2020 service termination, such allegations are barred by doctrine of res judicata because the Commission has already determined that the March 2, 2020 service termination was lawful and justified in the Final Order issued on June 16, 2022 in the 2020 Complaint case. See Answer and New Matter, ¶12.

10. In its New Matter, Duquesne Light averred that to the extent the Complaint makes allegations about any issues that were addressed by the Commission in the Final Order issued on June 16, 2022 in the 2020 Complaint case, such allegations are barred by the doctrine of res judicata. See Answer and New Matter, ¶13.

11. Forty-Five (45) days have elapsed since Duquesne Light filed its Answer and New Matter on November 4, 2022.

12. The Complainant did not file an Answer to Duquesne Light's New Matter. As such, the averments in the Company's New Matter may be deemed admitted. See 52 Pa. Code §5.63(b).

13. The Commission's regulation at 52 Pa. Code §5.102(a) permits any party to move for summary judgment or judgment on the pleadings after the pleadings are closed, but within such time as to not delay a hearing. The presiding officer will grant the motion if the pleadings, depositions, answers to interrogatories, admissions and affidavits show that there is no genuine issue as to a material fact and that the moving party is entitled to judgment as a matter of law. 52 Pa. Code §5.102(d)(1).

14. The moving party bears the burden of showing that no genuine issue of material fact exists and that it is entitled to judgment as a matter of law. The Commission must view the

record in the light most favorable to the non-moving party, giving that party the benefit of all reasonable inferences. *First Mortgage Co. of Pennsylvania v. McCall*, 459 A.2d 406 (Pa. Super. 1983).

15. The provision at 52 Pa. Code §5.102(c) serves judicial economy by avoiding a hearing where no factual dispute exists. If no factual issue pertinent to the resolution of the case exists, a hearing is unnecessary. *Lehigh Valley Power Committee v. Pennsylvania Public Utility Commission*, 563 A.2d. 557 (Pa. Cmwlth. 1989).

16. The pleadings in this case reveal that Duquesne Light is entitled to judgment as a matter of law with respect to the allegations that were already resolved by the Commission in connection with the 2020 Complaint.

17. In this case, there is no dispute as to the facts. Complainant's allegations, to the extent they relate to (i) Duquesne Light charges or balances that appeared on his account prior to April 5, 2021; (ii) the March 2, 2020 service termination; and/or (iii) any issues that were addressed by the Commission in the Final Order issued on June 16, 2022 in the 2020 Complaint case, are barred by the doctrine of res judicata.

18. The doctrine of res judicata operates to prevent re-litigation of claims already litigated on the merits. As stated by the Commission in *Frank Tomazin v. Pennsylvania-American Water Company*, 1997 Pa. PUC Lexis 52 (1997), "the policies underlying the doctrine of res judicata are minimizing judicial energy devoted to individual cases, establishing certainty and respect for court judgments, and protecting the party relying on the prior adjudication from vexatious litigation."

19. The doctrine of res judicata, which is also known as claim preclusion, holds that a final judgment on the merits by a court of competent jurisdiction will bar any future action on the

same cause of action between the parties and their privies. *Hopewell Estates, Inc. v. Kent*, 435 Pa. Superior Ct. 471, 476, 646 A.2d 1192 (1994).

20. The doctrine of res judicata applies to cases before the Commission. See, *O'Toole v. Bell Telephone Co. of Pennsylvania, Inc.*, 77 Pa. P.U.C. 98, 104 (1992).

21. The doctrine of res judicata reflects the refusal of the law to tolerate the re-litigation of a matter decided by a court of competent jurisdiction. For the doctrine to prevail four conditions must be met:

- (1) Identity of issues;
- (2) Identity of causes of action;
- (3) Identity of persons and parties to the action; and
- (4) Identity of the quality and capacity of the parties suing or sued.

*Day v. Volkswagenwerk Aktiengesellschaft*, 318 Pa. Superior Ct. 255, 474 A.2d 1313, 1316, 1317 (1983).

22. The Commission has dismissed complaints on the grounds of res judicata, on the theory that a complaint that already has been adjudicated is not legally sufficient under 52 Pa. Code § 5.101(a)(4). See, e.g., *Anthony Cannon v. Verizon Pennsylvania, LLC*, Docket No. C-2013-2353818 (Opinion and Order entered March 6, 2014); *Sattar v. Aqua Pennsylvania, Inc.*, Docket No. C-2011-2268119 (Order entered July 19, 2012).

23. In the present case all four elements of res judicata are met. The parties are identical in both Complaints. It is clear from reviewing the 2020 Complaint and the 20220 Complaint that Mr. Cservak is the Complainant and the Duquesne Light is the Respondent in both cases.

24. The thing sued upon is identical in both Complaints. Both the 2020 Complaint and the 2022 Complaint involve allegations regarding a service termination to the Complainant's property in 2020 and a dispute regarding charges issued to the Complainant's account in 2020.

25. The cause of action in both the 2020 and 2022 Complaints is also identical, i.e., a formal complaint under the Public Utility Code.

26. Finally, the quality and capacity of the parties is identical in both Complaints. The Complainant is the customer and occupant of the same premises in both complaints, and Duquesne Light is the public utility against whom the Complaint is filed.

27. After a hearing on the 2020 Complaint at which Mr. Cservak testified, the Commission entered an Order dismissing the 2020 Complaint. See *Cservak v. Duquesne Light Co.*, Docket No. F-2020-3019005 (Opinion and Order entered June 16, 2022).

28. The Commission's Order dismissing the 2020 Complaint concluded that the Complainant failed to carry his burden of proof regarding incorrect billing and concluded that Duquesne Light had a valid basis for the 2020 termination of Complainant's service.

29. The Order dismissing the 2020 Complaint is binding on the parties pursuant to Section 316 of the Public Utility Code, 66 Pa.C.S. §316, which states that "[w]henver the commission shall make any rule, regulation, finding, determination or order, the same shall be prima facia evidence of the facts found and shall remain conclusive upon all parties affected thereby...".

### **REQUEST FOR RELIEF**

WHEREFORE, for all the reasons stated herein, Duquesne Light respectfully requests that your Honorable Commission grant the within Motion and dismiss the claims in the 2022 Complaint that relate to (i) Duquesne Light charges or balances that appeared on his account

prior to April 5, 2021; (ii) the March 2, 2020 service termination; and/or (iii) any issues that were addressed by the Commission in the Final Order issued on June 16, 2022 in the 2020 Complaint case, with prejudice.

Respectfully submitted,

STEVENS & LEE



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Michael A. Gruin (Attorney I.D. No. 78625)  
Stevens & Lee  
17 North 2<sup>nd</sup> Street, 16<sup>th</sup> Floor  
Harrisburg, PA 17101  
Phone: (717) 255-7365/Fax: (610) 988-0852  
Email: [michael.gruin@stevenslee.com](mailto:michael.gruin@stevenslee.com)

Donald R. Wagner (Attorney I.D. No. 80280)  
David R. Beane (Attorney ID No. 53343)  
111 N. 6<sup>th</sup> Street  
Reading, PA 19601  
Phone: (610) 478-2167 / Fax: (610) 988-0846  
email: [donald.wagner@stevenslee.com](mailto:donald.wagner@stevenslee.com)  
email: [david.beane@stevenslee.com](mailto:david.beane@stevenslee.com)

COUNSEL FOR DUQUESNE LIGHT COMPANY

Dated: December 22, 2022

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**EXHIBIT A TO  
MOTION FOR JUDGMENT ON THE PLEADINGS  
DUQUESNE LIGHT COMPANY**  
Docket No. C-2022-3036252

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PENNSYLVANIA PUBLIC UTILITY COMMISSION

DATE OF DEPOSIT

Formal Complaint

OCT 14 2022

Filing this form begins a legal proceeding and you will be a party to the case. If you do not wish to be a party to the case, consider filing an informal complaint. PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

To complete this form, please type or print legibly in ink.

1. Customer (Complainant) Information

Provide your name, mailing address, county, telephone number(s), e-mail address and utility account number. It is your responsibility to update the Commission with any changes to your address and to where you want documents mailed to you.

Name FRANK J CSERVAK JR., P.E.

Street/P.O. Box 174 BARBERRY RD. Apt #

City SEWICKLEY HEIGHTS State PA Zip 15143

County ALLEGHENY

Telephone Number(s) Where We Can Contact You During the Day (required):

( ) (home) (mobile)

E-mail Address (required): FCSERVAK@C-MSERVICES.COM

Utility Account Number (from your bill)

If your complaint involves utility service provided to a different address or in a different name than your mailing address, please list this information below.

Name

Street/P.O. Box

City State Zip

2. Name of Utility or Company (Respondent)

Provide the full name of the utility or company about which you are complaining. The name of your utility or company is on your bill.

DUQUESNE LIGHT COMPANY

3. **Type of Utility Service**

Check the box listing the type of utility service that is the subject of your complaint (check only one):

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> ELECTRIC | <input type="checkbox"/> STORM WATER  |
| <input type="checkbox"/> GAS                 | <input type="checkbox"/> WASTEWATER/SEWER                                     |
| <input type="checkbox"/> WATER               | <input type="checkbox"/> TELEPHONE/TELECOMMUNICATIONS (local, long distance)  |
| <input type="checkbox"/> STEAM HEAT          | <input type="checkbox"/> MOTOR CARRIER (e.g. taxi, moving company, limousine) |

4. **Reason for Complaint**

What kind of problem are you having with the utility or company? Check all boxes below that apply and state the reason for your complaint. Explain specifically what you believe the utility or company has done wrong. Provide relevant details including dates, times and places and any other information that may be important. If the complaint is about billing, tell us the amount you believe is not correct. Use additional paper if you need more space. **Your complaint may be dismissed without a hearing if you do not provide specific information.**

- The utility is threatening to shut off my service or has already shut off my service.

DLC has already shut off my service for an 8 month period due to non-payment of my bill and they are threatening termination again.

- I would like a payment agreement.

- Incorrect charges are on my bill. Provide dates that are important and an explanation about any amounts or charges that you believe are not correct. Attach a copy of the bill(s) in question if you have it/them.

Incorrect and Fraudulent charges were added to my (2) Accounts in Feb 2020 as a result of a DLC Inspection and Meter Change that occurred on 2-13-2020, see the Sewickley Heights Police Report for further reference. The Fraudulent charges show up as "Meter Read Information ESTIMATED" where the DLC Hit Squad charged me for 800 KWH... as if I was STEALING. Those Billing Statements placed my account in the rears by \$3,859.18 and are Acct# [REDACTED] BILL ID: [REDACTED] and Acct# [REDACTED] BILL ID: [REDACTED] and are included for reference. Those charges are on my current Billing Statement as Amount DUE.

- I am having a reliability, safety or quality problem with my utility service. Explain the problem, including dates, times or places and any other relevant details that may be important.

Other (explain).

**Wrong Rate:** DLCo changed my rate from Residential to Commercial Rate in September 2021 when my two Billing Accounts and two Meters were reduced to one Billing Account and one Meter. The change to the Commercial Rate was quite unexpected since Judge Johnson who presided over the Hearing verified with DLC that the Service when restored would be at the Residential Rate. See that in the Hearing Transcript on Pages 291-292.

**Deletion of Solar Credits:** When the Meter was changed in September of 2021, the Solar Credits that had accrued to Billing Accounts # [REDACTED] and # [REDACTED] were DELETED. Attached are Final Bill # [REDACTED] and Final Bill # [REDACTED] which show -1,144.282, -795.143 and -393.000 Bank NET Generation respectively, totaling -2,332.425 Solar Credits that were DELETED from my Billing Account.

**Note:** If your complaint is only about removing or modifying a municipal lien filed by the City of Philadelphia, the Public Utility Commission (PUC) cannot address it. Only local courts in Philadelphia County can address this type of complaint. The PUC can address a complaint about service or incorrect billing even if that amount is subject to a lien.

In addition, the PUC generally does not handle complaints about cell phone or Internet service, but may be able to resolve a dispute regarding voice communications over the Internet (including the inability to make voice 911/E911 emergency calls) or concerns about high-speed access to Internet service.

## 5. Requested Relief

**How do you want your complaint to be resolved?** Explain what you want the PUC to order the utility or company to do. Use additional paper if you need more space.

1. Restore the Residential Rider 21 Rate as it had been since 2010.
2. Correct the Current Billing statement. The DISPUTED CHARGES which were the result of the DLC-DIVERSION UNIT INSPECTION-Jan 2020 prosecuted on Cservak by Sewickley Heights Officials and DLC which led to the Termination of Services for non- payment of bills have been billed as AMOUNT DUE \$3,757.03 by 9/26/2022 and should be REMOVED immediately. The Balance on the Billing Statement should be set to \$0.00.
3. Restore -2,332.425 Solar Credits to the existing balance of -2366.92 Bank NET Generation Balance on Acct# [REDACTED] as shown on the 9/8/2022 Billing Statement. Balance should be corrected to read -4,699.345 Bank NET Generation Balance as of 9/8/2022.

**Note: The PUC can decide that a customer was not billed correctly and can order billing refunds. The PUC can also fine a utility or company for not following rules and can order a utility or company to correct a problem with your service. Under state law, the PUC cannot decide whether a utility or company should pay customers for loss or damages. Damage claims may be sought in an appropriate civil court.**

**6. Protection From Abuse (PFA)/ Domestic Violence**

Has a court granted you a "Protection From Abuse" order or any other order which provides clear evidence of domestic violence against you that is currently in effect for your personal safety or welfare? The PUC needs this information to properly process your complaint so that your identity is not made public.

Note: You must answer this question if your complaint is against a natural gas distribution utility, an electric distribution utility or a water distribution utility AND your complaint is about a problem involving billing, a request to receive service, a security deposit request, termination of service or a request for a payment agreement.

Has a court granted a "Protection From Abuse" order or any other order for your personal safety or welfare?

YES

NO

If your answer to the above question is "yes," attach a copy of the current Protection From Abuse order to this Formal Complaint form.

**7. Prior Utility Contact**

a. Is this an appeal from a decision of the PUC's Bureau of Consumer Services (BCS)?

YES

NO

Note: If you answered yes, move to Section 8. No further contact with the utility or company is required. If you answered no, answer the question in Section 7 b. and answer the question in Section 7 c. if relevant.

b. If this is not an appeal from a BCS decision, have you spoken to a utility or company representative about this complaint?

YES

NO

Note: You must contact the utility first if (1) you are a residential customer, (2) your complaint is against a natural gas distribution utility, an electric distribution utility or a water utility AND (3) your complaint is about a billing problem, a service problem, a termination of service problem, or a request for a payment agreement.

- c. If you tried to speak to a utility company representative about your complaint but were not able to do so, please explain why.

On or about 8/12/22 I filed a Complaint with Char in the DLC Commercial Billing Department and then had a site visit with three DLC personnel, one of whom was responsible for restoring my service, Mr. P. That site visit eventually led to the DLC Utility Company Report Dtd. 8/19/22 which is attached for reference. I responded to that report on 9/20/2022 with my own Report that details the circumstances that surround the case and have not heard back from DLC's Mr. Zimmerman whom I am corresponding with at the direction of Mr. P.

**Note:** Even if you are not required to contact the utility or company, you should always try to speak to a utility or company representative about your problem before you file a Formal Complaint with the PUC.

8. **Legal Representation**

**If you are filing a Formal Complaint as an individual on your own behalf, you are not required to have a lawyer.** You may represent yourself at the hearing.

If you are already represented by a lawyer **in this matter**, provide your lawyer's name, address, telephone number, and e-mail address, (**all required contact information**). Please make sure your lawyer is aware of your complaint. If represented by a lawyer, both you and your lawyer must be present at your hearing.

Lawyer's Name \_\_\_\_\_

Street/P.O. Box \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Area Code/Phone Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

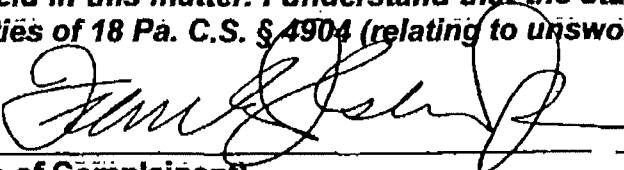
**Note:** Corporations, associations, partnerships, limited liability companies and political subdivisions are **required** to have a lawyer represent them at a hearing **and** to file any motions, answers, briefs or other legal pleadings.

9. **Verification and Signature**

**You must sign your complaint.** Individuals filing a Formal Complaint **must** print or type their name on the line provided in the verification paragraph below and **must** sign and date this form in **ink**. If you do not sign the Formal Complaint, the PUC **will not accept it**.

**Verification:**

I Frank J Cservak Jr. P.E., hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

 10/13/2022  
\_\_\_\_\_  
(Signature of Complainant) (Date)

\_\_\_\_\_  
Title of authorized employee or officer (only applicable to corporations, associations, partnerships, limited liability companies or political subdivisions)

Note: If the Complainant is a corporation, association, partnership, limited liability company or political subdivision, the verification **must** be signed by an authorized officer or authorized employee. If the Formal Complaint is **not signed** by one of these individuals, the PUC **will not accept it**.

10. **How to File Your Formal Complaint**

**Electronically.** You must create an account on the PUC's eFiling system, which may be accessed at <http://www.puc.pa.gov/efiling/default.aspx>.

**Mail.** Mail the completed form with your original signature and any attachments, by certified mail, priority mail, or overnight delivery to this address and retain the tracking information as proof of submission:

Secretary  
Pennsylvania Public Utility Commission  
400 North Street  
Harrisburg, Pennsylvania 17120

**If you are appealing a BCS decision:** follow the directions in the cover letter you received from the Secretary's Bureau with the formal complaint form. **ONLY** Formal complaints appealing a BCS decision can be filed by fax, email or overnight delivery to meet filing deadlines. **All other formal complaints MUST be eFiled or mailed.**

If you have any questions about filling out this form, please contact the Secretary's Bureau at 717-772-7777.

**Keep a copy of your Formal Complaint for your records.**

**Please know that your complaint form and the utility's answer will not be published to the PUC's website.** Once your complaint case moves to the Office of Administrative Law Judge, any filings you make **should be marked confidential if you do not want them published to the website.**



Frank J Cservak Jr &lt;fcservak@c-mservices.com&gt;

**PUC FORMAL COMPLAINT - Frank Cservak - 174 Barberry**

1 message

Frank J Cservak Jr &lt;fcservak@c-mservices.com&gt;

Fri, Oct 14, 2022 at 10:04 AM

To: "Chiavetta, Rosemary" &lt;rchiavetta@pa.gov&gt;

Cc: Richard Haft &lt;rhaft@rewisyoder.com&gt;, "Zimmerman, Michael" &lt;mzimmerman@duqlight.com&gt;, Frank J Cservak Jr &lt;fcservak@c-mservices.com&gt;

Dear Secretary Chiavetta,

Attached please find a Formal Complaint against DLC that is being mailed today to you today dealing with the power company's continued unscrupulous Billing Practices and refusal to remove Fraudulent Charges from my Billing Statement.

I am distributing this Formal Complaint in this manner because, as you are aware, Pro Se litigants are no longer able to file Documents into the E-File System as my account was CANCELLED as of January 2022.

I have also attached my EXCEPTIONS to Judge Johnson's Hearing which were not properly addressed by Gladys Brown Duttriculle's OPINION AND ORDER, in which she writes "The Complainant's mere layman's assertion of his TED device's recording accuracy..." is defamatory to this Professional Engineer and will be addressed in the Case now on Appeal.

Service Never Ends

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

**3 attachments****PUC-Formal Complaint - 10-13-22.pdf**

2381K

**PUC-DecisionExceptions 3-23-2021 (2).pdf**

4568K

**Response to UTILITY COMPANY REPORT - 9-20-2022.pdf**

4355K



Frank J Cservak Jr &lt;fcservak@c-mservices.com&gt;

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**Exceptions - Cservak v. Duquesne Light Company - F-2020-3019005**

1 message

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**Frank J Cservak Jr** <fcservak@c-mservices.com>

Wed, Mar 24, 2021 at 8:37 PM

To: rchiavetta@pa.gov, "Frank J. Cservak" &lt;fcservak@c-mservices.com&gt;

Dear Secretary Chiavetta,

In accordance with your instructions I have emailed my Exceptions to Judge Johnson's Assistant and Ms. Farah, DLCo. Attorney as well as OSA. I am emailing them to you because I feel they are confidential in nature.

My reason for doing this is that I have been under legal attack since the Condemnation of my Home and Property for the Southern beltway project in 2012 by the Pennsylvania Turnpike Commission. That legal attack followed me to Sewickley Heights where the Borough has delayed and obstructed my use of solar panels through their Permitting and Inspection Processes and Procedures. Those Permitting and Inspection processes and procedures led to the termination of my electrical service on March 3, 2020 which went unresolved until September 1, 2020. Six full months on a gasoline generator, during the Pandemic.

I received no assistance from the Court to resolve the matter in July, but rather was scolded by Judge Johnson that I had "dirty hands" and he suggested for me to pay DLC's bill to resolve the issue.

It was a very disappointing experience... Maybe we can make something good out of it.

Service Never Ends - Frank

Frank J. Cservak Jr.  
FCservak@C-MServices.com

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# CSERVAK'S EXCEPTIONS

3-24-2021

## 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

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.gov](mailto:azepp@pa.gov) (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 or 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.

Date: Mar 24, 2021

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

9/20/2022

Duquesne Light Company  
Customer Service  
411 Seventh Avenue  
Pittsburgh, PA 15219  
Attn: Attorney Michael Zimmerman

Frank J. Cservak Jr. P.E.  
CM Services  
174 Barberrry Road  
Sewickley Heights, PA 15143

RE: Response to DLCo UTILITY COMPANY REPORT - 8/19/2022 (Attachment A)

Dear Customer Service and Mr. Zimmerman,

On or about 8/12/22 I filed a Complaint with Char in the Commercial Billing Department that included the Commercial Rate now being IMPROPERLY charged at 174 Barberrry, the DELETION of Solar Credits and DISPUTED CHARGES that remained on my Billing Statement since you last changed the Meter.

To add insult to injury, those DISPUTED CHARGES are now reflected as a "Previous Account Balance of \$3,735.80" demanding payment by 9/26/22. (Attachment B) That's quite remarkable considering that the Billing Statement also indicates that 174 Barberrry has a **2,366.92 Bank NET Generation Balance** indicating that since last September when the New Meter was installed, I have generated far more electricity than I used from DLCo. And that's not to consider the **1,9787.25 kwh that were DELETED from the Billing Statements** in September of 2021 when the New Meter was installed. See: Final Bill #8796 8-9-21 and Final Bill #7796 8-5-21 for which this Claim is about. (Attachments C1&C2).

**1. The Disputed Charges on my Bill were the result of the DLC- DIVERSION UNIT SCAM - Jan 2020** in which a DLC Hit Squad changed my meter, inspected the house wiring and told me to pay my bill. Please see the attachment DLCo-Hit Squad-2-13-2020.pdf and the attachment DLC-DIVERSION UNIT SCAM - JAN 2020.pdf which details the fraudulent bills and the 10 DAY SHUT-OFF NOTICE which led to the Termination of Services in March 2020. The Disputed Charges on the current bill are these. Have the Disputed Charges REMOVED from my Bill. **And now those Disputed Charges are being billed as AMOUNT DUE... another of DLCo's Fraudulent Billing practices.** (Attachments D1&D2)

**2. Deletion of Solar Credits:** Attached are the Final Bills before going to one meter in September of 2021; so please tell me where the Solar Credits went... Attached are Final Bill #8796 8-9-21 and Final Bill #7796 8-5-21 which show 1,144.282, 795.143 and 393.000 (**Bank NET Generation**) respectively which equals **1,9787.25 Solar Credits DELETED from my account.** This means that if the Solar Credits that I generated carried forward, I would not have had to "purchase" any electricity from DLCo in Dec, Jan and February 2022. **The Billing Account should be set to ZERO.**

The Bills are actually comical as to how DLCo tried to manipulate everything to make it appear I owed them money, rather than the other way around... **another of DLCo's Fraudulent Billing Practices.** (Attachments C1&C2).

3. **The Rate should be returned to the Residential Rider 21 Rate ASAP** as it had been since 2015.

4. DLCo contends in their Report that "Residential rates are only available to premises where (1) there are one or more dwelling unit(s) and (2) less than 25% of the Premises' monthly electrical consumption is attributable to commercial use." Specifically with regard to DLCo's Specification:

1. There is one dwelling unit, the House.
2. **Less than 25% of the Premises' monthly electrical consumption is attributable to commercial use. In Fact, there is NO commercial use and the net monthly electrical consumption at the Barn can be verified on all Billing Statements dating back to 2017.** The Premises' net monthly electrical consumption has been NEGATIVE since 2020.

**Therefore, 174 Barberry Qualifies for the Residential Rate Rider 21 as it did since 2015.**

5. DLCo alleges that "the company could not verify the foregoing because Cservak denied their representatives access to the barn...". Cservak denied DLCo's multiple requests to access the Barn since March of 2018 because they have no right to demand access to either of Cservak's buildings to verify anything; and they will continue to be denied.

6. DLCo alleges that they cannot accept the Appraisal that was furnished to them "because (1) They cannot validate the accuracy of that document and (2) that document does not contain information necessary for the Company to estimate the Barn's electric consumption."

1. The Appraisal stands on its own... no "verification" by DLCo or anyone else is necessary.
2. **The Appraisal contains several photographs of the Barn's interior. To estimate the electrical consumption of the Barn one only needs to look at the historical Billing Statements back to 2017 when the Solar Panels were installed. The Barn is a "Net Generator", there is no "consumption".**

7. Cservak alleges that DLCo is being directed by Sewickley Heights Officials in DLCo's prosecution of Cservak due to the Borough's objections to Solar Panels. **Sewickley Heights officials continued to collude with DLCo to obstruct Cservak from having his power restored over Permits and Inspections for 3 months after the Hearing in 2020; for which Cservak was forced to live off a gas generator causing severe damage.** In addition, establishment of the Commercial Rate by DLCo in 2021 is in **direct disregard to Judge Johnson's Instructions at the Hearing**, which Mr Zimmerman and DLCo are clearly aware of.

8. Cservak alleges that these requests to inspect the interior of the Barn are nothing but the Borough and DLCo accusing Cservak of "Diverting Electricity", a crime that they are punishing him for. **Look no further than the Hit Squad led by Mr. Security Services and the Billing Statements containing the 800 kwh Diversion Fees fraudulently added to Cservak's Billing Statements in 2020.** (Attachments D1&D2).

**Lastly, I hope that DLCo and Sewickley Heights Borough law enforcement aren't working like they do in California where "the deputies believed the defendants were stealing power to grow marijuana because their power consumption was low and they said as much... The retired couple is "thrifty." and uses solar panels to reduce its overall power and electricity use." FYI: Cservak is not growing marijuana in the Barn. Read the article (Attachment E).**

Mr. Zimmerman, when I file this it will be a Formal Complaint, not the Informal one DLCo suggests. Remember, I've been through this before.

Service Never Ends



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



411 Seventh Avenue  
Pittsburgh, PA 15219  
412-393-7100

Date: August 19, 2022

Utility Company Report

Mailing Address:  
Frank J. Cservak, Jr.  
174 Barberry Rd.  
Sewickley, PA 15143

Service Address:  
Frank J. Cservak, Jr.  
174 Barberry Rd.  
Sewickley, PA 15143  
Account Number: [REDACTED]

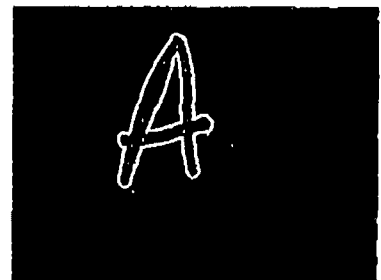
**Customer Dispute:** On or about August 12, 2022, you emailed Duquesne Light to dispute the billing and rate assigned to your service address, located at 174 Barberry Rd., Sewickley, PA 15143 ("Property") and identified by account number [REDACTED]. You alleged that Duquesne Light is not properly applying net metered generation credits to your account, and with respect to the two bills prior to the Property being served via one meter, you asked, "where did my solar credits go?" You also asserted that the Barn uses less than 25% of the combined electric consumption at the Property, and so the Property is eligible for a residential rate. You provided a redacted document entitled "Appraisal" in support of this assertion.

**Duquesne Light Company's Position:** The Property contains two separate buildings: one building that is used for commercial purposes (the "Barn") and one residential building (the "House"). Since September 21, 2021, the Company began measuring electric consumption for both buildings on your Property through one meter, at your request.

Regarding your billing dispute, Duquesne Light reviewed the bills you referenced in your email dated August 12, 2022, specifically, the two bills issued to you before the Property was billed with one meter. Your solar credits are shown on page 3 of your bills. On August 9, 2021, the Company issued credits for excess solar generation associated with the House (previously assigned account # [REDACTED]) in the amount of \$58.93 (\$15.52 associated with Transmission, plus \$43.41 associated with Generation). On August 12, 2021, the Company issued credits for excess solar generation associated with the Barn (previously assigned # [REDACTED]) in the amount of \$59.29, which can be seen on the enclosed Statement of Account (\$15.62 associated with Transmission, plus \$43.67 associated with Generation). These credits can be seen on your bill and on the enclosed Statement of Accounts. The Company maintains that you have been billed properly and the solar credits have been appropriately applied to your account.

Regarding your rate, the Property has been billed on the Company's GS-General Service Small rate ("GS"), a nonresidential rate, since September 21, 2021, when the Company began measuring electric consumption for both buildings on your Property through one meter, at your request.

Rate eligibility is provided in the Company's Tariff (available online at





411 Seventh Avenue  
Pittsburgh, PA 15219  
412-393-7100

<https://www.duquesnelight.com/service-reliability/service-map/rates/tariff-resources>).

Residential rates are only available to premises where (1) there are one or more dwelling unit(s), and (2) less than 25% of the premises' monthly electrical consumption is attributable to commercial use. On August 3, 2022, Company representatives visited the Property, as previously scheduled with you, to determine whether the Property could be eligible for a residential rate. You denied the Company's representatives access to the Barn. Therefore, the Company could not (1) verify whether the Barn contains one or more dwelling units, or (2) estimate the Barn's electric consumption attributable to nonresidential purposes. Because the Company could not verify the Property's eligibility for a residential rate, the Company has determined that the GS rate is appropriate for the Property.

The Company cannot accept the document entitled "Appraisal" to determine the Property's eligibility for a residential rate, because (1) the Company cannot validate the accuracy of that document; and (2) that document does not contain information necessary for the Company to estimate the Barn's electric consumption. The Company is willing to visit the Barn in-person, accompanied by you, to obtain the information necessary to determine the Property's rate eligibility.

If you do not agree with the Company's position, you may file an informal complaint with the Public Utility Commission at P.O. Box 3265, Harrisburg, PA 17120-3265 or by telephone at 1-800-692-7380. You will need to include the following information:

- a. The name and telephone number of the customer.
- b. The address of the customer and, if different, the address at which service is provided.
- c. The account number of the customer, if applicable.
- d. The name of the utility.
- e. A brief statement of the complaint.
- f. The customer must state he/she first contacted Duquesne Light Company for the purpose of resolving the problem about which the customer wishes to file a complaint.
- g. The customer must state whether the dispute was formerly the subject of a Commission informal or formal complaint.
- h. The date the electric service was shut off.
- i. The relief sought.

Payments may be made by phone or in person at a Western Union office. To locate the closest office, visit our website at [www.duquesnelight.com](http://www.duquesnelight.com) or call 412-393-7100.

If you have questions or need additional information, please call our Customer Care Department at 412-393-7100.

Sincerely,

Duquesne Light Company

DIS-MEDON



**Account Detail**

174 BARBERRY RD

Supplier Agreement ID [REDACTED] 59

**Meter Reading Usage Information**

**Current Bill Details**

<b>Meter Number</b> [REDACTED]	
Voltage	120/240V
<b>Meter Readings - kWh</b>	
Present 09/08/2022 Act	99,969 5700
Prior 08/08/2022 Act	99,972.3860
Difference	-2.8160
Your Meter Multiplier	40
Total kWh Used	-112.6400
kWh Credits from Prior Billing	-2,254.2800

DLC Rate	GS-Small Commercial Rider 21	
Price to Compare	\$0.0789 / kWh	
DLC Charges		\$21.23
Customer Charge		\$15 00
DSIC Surcharge	-0.07%	-\$0 01
Sales Tax		\$1.05
Late Payment Charge		\$5 19
Supply Charges		\$0.00

<b>Total kWh Used</b>	<b>0.0000</b>	<b>Service Charges</b>	<b>\$21.23</b>
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**Current Amount Due Detail**

Service Charges	
DLC Charges	\$21.23
<b>Subtotal</b>	<b>\$21.23</b>

**Net Metering Summary Statement**

Excess kWh Credits from Prior Billing	-2,254.2800
Total kWh Used/Generated from Current Billing	-112.6400
Bank NET Generation Balance	-2,366.9200

- You receive credit for each kWh you delivered to Duquesne Light Company (DLC) up to the total amount of electricity DLC delivered to you during the billing period. The credit is at full retail rate. Any excess kWh is carried forward to your next bill
- On May 31 each year, we will credit your account for any kilowatt-hours we received from you in excess of the kilowatt-hours we delivered to you during the preceding year. The credit will be calculated at the Price to Compare (PTC) for your account.
- If you select an alternative electric generation supplier, it's your responsibility to alert them of your participation in Duquesne Light's Rdr 21 Net Meter Service. They may require additional information to allow them to properly service your account.

**Shopping and Supplier Information**

When shopping for electricity with an Electric Generation Supplier, please provide the following information:

Supplier Agreement ID [REDACTED]  
 Rate Schedule: GS-Small Commercial Rider 21

The current Price to Compare is listed above in Account Detail and will change every June and December Your actual PTC may differ based on your demand & usage kWh For more information & supplier offers visit [www.PAPowerSwitch.com](http://www.PAPowerSwitch.com) and [www.oa.state.pa.us](http://www.oa.state.pa.us)

**Additional Notifications**

- Give to Dollar Energy Fund to help people without heat or light Make a monthly pledge at [www.duquesnelight.com](http://www.duquesnelight.com) or send a check to Duquesne Light Hardship Fund Donations, 411 Seventh Avenue MD 15-1, Pittsburgh, PA 15219 Your gift is tax deductible.
- Duquesne Light offers energy efficiency programs to help customers save money by conserving energy and reducing demand To participate or to learn more about these programs, visit [www.watchoices.com](http://www.watchoices.com)
- YOUR ACCOUNT IS PAST DUE TO AVOID POSSIBLE TERMINATION OF ELECTRIC SERVICE, PLEASE PAY THE AMOUNT DUE SHOWN.
- SIGN UP FOR AUTOPAY and learn about other convenient payment options by visiting our website [www.duquesnelight.com](http://www.duquesnelight.com)





## Account Detail

174 BARBERRY RD BARN

Supplier Agreement ID: 8796070868

## Meter Reading Usage Information

Meter Number	FR2141467
Present 08/05/2021 Act	08,207 4620
Prior 07/11/2021 Act	08,641 7080
Difference	-344,3360
Your Meter Multiplier	1
Total kWh Used	-344,3360
kWh Credits from Prior Billing	-799 9460

## Current Bill Details

DLC Rate	RS-Residential Service Rider 21	
Price to Compare	\$0.0741 / kWh	
DLC Charges		\$10.95
Customer Charge		\$10.43
DSIC Surcharge	4.25%	\$0.62
Supply Charges		\$0.00

Total kWh Used 0.0000

Service Charges \$10.95

## Net Metering Summary Statement

Excess kWh Credits from Prior Billing	-799 9460
Total kWh Used/Generated from Current Billing	-344 3360
Bank Net Generation Balance	-1 144 2820

- You receive credit for each kWh you delivered to Duquesne Light Company (DLC) up to the total amount of electricity DLC delivered to you during the billing period. The credit is at full retail rate. Any excess kWh is carried forward to your next bill.
- On May 31 each year, we will credit your account for any kilowatt-hours we received from you in excess of the kilowatt-hours we delivered to you during the preceding year. The credit will be calculated at the Price to Compare (PTC) for your account.
- If you select an alternative electric generation supplier, it's your responsibility to alert them of your participation in Duquesne Light's Rider 21 Net Meter Service. They may require additional information to allow them to properly service your account.

## Shopping and Supplier Information

When shopping for electricity with an Electric Generation Supplier, please provide the following information:

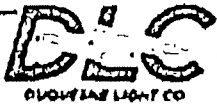
Supplier Agreement ID: [REDACTED]  
Rate Schedule: RS-Residential Service Rider 21

The current Price to Compare is listed above in Account Detail and will change every June and December. For more information & supplier offers visit [www.PAPowerSwitch.com](http://www.PAPowerSwitch.com) and [www.oca.state.pa.us](http://www.oca.state.pa.us).

## Additional Notifications

- Duquesne Light offers energy efficiency programs to help customers save money by conserving energy and reducing demand. To participate or to learn more about these programs, visit [www.wattchoices.com](http://www.wattchoices.com).
- SIGN UP FOR AUTOPAY and learn about other convenient payment options by visiting our website [www.duquesnelight.com](http://www.duquesnelight.com).
- Estimated Gross Receipts Tax of \$0.65 and Estimated PA State Tax of \$0.74 are included in your rates.





FRANK J CSERVAK JR  
174 BARBERRY RD BARN

Account # [REDACTED]

7-11-21

08/02/2021

\$0.00

Bill Summary

Bill ID: [REDACTED]

Date Prepared: 07/11/2021

Amount Due  
\$0.00

Previous Account Balance	\$791.44
Payment(s) Received	\$0.00
Balance Forward	\$791.44
Disputed Charges	-\$823.32
Active Account Balance	-\$31.88
DLC Charges	\$13.13
NEW ACCOUNT BALANCE	-\$18.75
AMOUNT DUE BY 08/02/2021	\$0.00

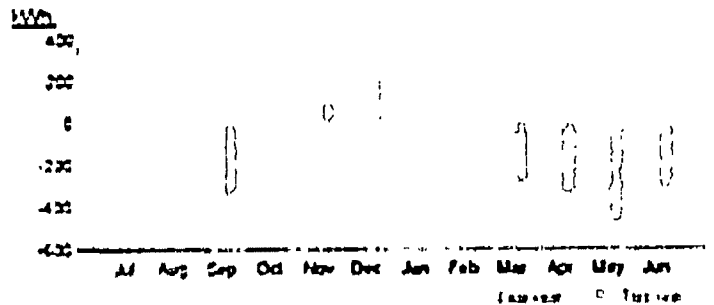
Message Center

Signing up for our e-Bill program is fast and easy! Enroll today at [DuquesneLight.com/ebill](http://DuquesneLight.com/ebill).

Duquesne Light shares customer information with some trusted partners that offer programs and services you may find valuable. These trusted service providers operate under confidentiality agreements and cannot share your information with others. For more information, please visit [DuquesneLight.com/privacy](http://DuquesneLight.com/privacy).

Usage Comparison Chart

Period	Total kWh Usage	Avg Daily kWh Usage	# of Days	Avg Daily Temp (F)
Current Month	-308	0	32	71
Last Month	-492	0	30	67
Same Month Last Year	0	0	0	0



Average Monthly Usage for the last 10 months: -136 kWh

Total Annual Usage for the last 10 months: -1,358 kWh

Online: [www.DuquesneLight.com](http://www.DuquesneLight.com)

Phone: 412-353-7100

Bill ID: [REDACTED] Billing and meter reading details on page 3

Please return this portion with your payment. Please enclose check facing forward. Make payment payable to Duquesne Light Company in US Currency.

A late charge of 1.25% may be assessed after 7/07/00-07



Account # [REDACTED]

08/02/2021

\$0.00

\$ [REDACTED]

USD Amount Enclosed

045941 000000207



FRANK J CSERVAK JR  
174 BARBERRY RD BARN  
SEWICKLEY PA 15143-0440

DUQUESNE LIGHT COMPANY  
PO BOX 371324  
PITTSBURGH PA 15250-7324



Account Detail

174 BARBERRY RD BARN

Supplier Agreement ID

Meter Reading Usage Information

Current Bill Details

Meter Number	772147409
Present 07/11/2021 Act	08,041.7080
Prior 06/02/2021 Act	08,049.5080
Difference	-307.7100
Your Meter Multiplier	1
Total kWh Used	-307.7100
kWh Credits from Prior Billing	-492.2360

DLC Rate	RS Residential Service Rider 21	
Price to Compare	\$0.0741/kWh	
DLC Charges		\$13.13
Customer Charge		\$12.51
DSIC Surcharge	4.98%	\$0.02
Supply Charges		\$0.00

Net kWh Used 0.0000

Service Charge \$35

Net Metering Summary Statement

Excess kWh Credits from Prior Billing	-492.2360
Total kWh Used/Generated from Current Billing	-307.7100
Bank NET Generation Balance	-799.9460

- You receive credit for each kWh you delivered to Duquesne Light Company (DLC) up to the total amount of electricity DLC delivered to you during the billing period. The credit is at full retail rate. Any excess kWh is carried forward to your next bill.
- On May 31 each year, we will credit your account for any kilowatt-hours we received from you in excess of the kilowatt-hours we delivered to you during the preceding year. The credit will be calculated at the Price to Compare (PTC) for your account.
- If you select an alternative electric generation supplier, it's your responsibility to alert them of your participation in Duquesne Light's Rdr 21 Net Meter Service. They may require additional information to allow them to properly service your account.

Shopping and Supplier Information

When shopping for electricity with an Electric Generation Supplier, please provide the following information:

Supplier Agreement ID: 8796070868  
Rate Schedule: RS-Residential Service Rider 21

The current Price to Compare is listed above in Account Detail and will change every June and December. For more information & supplier offers visit [www.PAPowerSwitch.com](http://www.PAPowerSwitch.com) and [www.oca.state.pa.us](http://www.oca.state.pa.us).

Additional Notifications

- Give to Dollar Energy Fund to help people without heat or light. Make a monthly pledge at [www.duquesnelight.com](http://www.duquesnelight.com) or send a check to Duquesne Light Hardship Fund Donations, 411 Seventh Avenue MD 15-1, Pittsburgh, PA 15219. Your gift is tax deductible.
- A change in the Distribution System Improvement Charge, effective July 1, will increase your monthly bill by about \$0.54, or less than 1%.
- A change in the Transmission and Default Service Supply rates that went into effect June 1 will increase the overall monthly bill of an average residential customer who purchases electric generation from Duquesne Light by about \$2.08, or 2%.
- Duquesne Light offers energy efficiency programs to help customers save money by conserving energy and reducing demand. To participate or to learn more about these programs, visit [www.wattchoices.com](http://www.wattchoices.com).
- You can join our Budget Plan by calling us at (412) 393-7100. If eligible, the Budget Plan will begin with your next bill. For this bill, please pay the Amount Due shown.
- SIGN UP FOR AUTOPAY and learn about other convenient payment options by visiting our website [www.duquesnelight.com](http://www.duquesnelight.com).
- Estimated Gross Receipts Tax of \$0.77 and Estimated PA State Tax of \$0.80 are included in your rates.





**Account Detail**

174 BARBERRY RD BARN

Supplier Agreement ID [REDACTED]

**Meter Reading Usage Information**

**Current Bill Details**

Meter Number	[REDACTED]
Present 08/09/2021 Act	98,040 5000
Prior 05/10/2021 Act	99,441 7440
Difference	-492 2360
Your Meter Multiplier	1
Total kWh Used	-492 2360

DLC Rate	RS-Residential Service Rider 21	
Price to Compare	\$0.0741 / kWh	
DLC Charges		\$12.99
Customer Charge		\$12.49
DSIC Surcharge	4.01%	\$0.50
Supply Charges		\$0.00
Miscellaneous Charges		-\$44.87
Sales of Elec - Residential Generation		-\$33.02
Sales of Elec - Residential Transmission		-\$11.85

**Total kWh Used** 0.0000

**Service Charges** -\$31.88

**Net Metering Summary Statement**

Excess kWh Credits from Prior Billing	0.0000
Total kWh Used/Generated from Current Billing	-492 2360
Bank NET Generation Balance	-492 2360

- You receive credit for each kWh you delivered to Duquesne Light Company (DLC) up to the total amount of electricity DLC delivered to you during the billing period. The credit is at full retail rate. Any excess kWh is carried forward to your next bill.
- On May 31 each year, we will credit your account for any kilowatt-hours we received from you in excess of the kilowatt-hours we delivered to you during the preceding year. The credit will be calculated at the Price to Compare (PTC) for your account.
- If you select an alternative electric generation supplier, it's your responsibility to alert them of your participation in Duquesne Light's Rider 21 Net Meter Service. They may require additional information to allow them to properly service your account.

**Shopping and Supplier Information**

When shopping for electricity with an Electric Generation Supplier, please provide the following information:

Supplier Agreement ID: [REDACTED]  
 Rate Schedule: RS-Residential Service Rider 21

The current Price to Compare is listed above in Account Detail and will change every June and December. For more information & supplier offers visit [www.PAPowerSwitch.com](http://www.PAPowerSwitch.com) and [www.oca.state.pa.us](http://www.oca.state.pa.us).

**Additional Notifications**

- Give to Dollar Energy Fund to help people without heat or light. Make a monthly pledge at [www.duquesnelight.com](http://www.duquesnelight.com) or send a check to Duquesne Light Hardship Fund Donations, 411 Seventh Avenue MD 15-1, Pittsburgh, PA 15219. Your gift is tax deductible.
- Effective Jun 1, changes in the Customer Charge, reflecting costs to enhance the competitive energy market in PA, will increase the monthly bill of a customer using 600 kWh by about \$0.02 or less than 1%.
- Duquesne Light offers energy efficiency programs to help customers save money by conserving energy and reducing demand. To participate or to learn more about these programs, visit [www.wattchoices.com](http://www.wattchoices.com).
- You can join our Budget Plan by calling us at (412) 393-7100. If eligible, the Budget Plan will begin with your next bill. For this bill, please pay the Amount Due shown.
- SIGN UP FOR AUTOPAY and learn about other convenient payment options by visiting our website [www.duquesnelight.com](http://www.duquesnelight.com).
- Estimated Gross Receipts Tax of \$0.77 and Estimated PA State Tax of \$0.84 are included in your rates.





FRANK J CSERVAK JR  
174 BARBERRY RD BARN

Account # [REDACTED]

06/01/2021

\$12.99

Bill Summary

(Bill ID) [REDACTED]

Date Prepared: 05/10/2021

DLC Charges

Amount Due  
\$12.99

Previous Account Balance	\$536.31
Payment(s) Received as of 04/21/2021	-\$12.00
Balance Forward	\$823.32
Disputed Charges	-\$823.32
Active Account Balance	\$0.00
DLC Charges	\$12.99
<b>AMOUNT DUE BY 06/01/2021</b>	<b>\$12.99</b>

Message Center

Signing up for our e-Bill program is fast and easy! Enroll today at Duquesnelight.com/ebill and you'll receive an email each month when your bills are available.

Duquesne Light partners with Dollar Energy Fund to provide assistance to customers who struggle to pay their electric bill. If you would like to support the Dollar Energy Fund and your neighbors in need, make a tax deductible monthly pledge at DuquesneLight.com/dollar.

**DOLLAR ENERGY FUND**

Usage Comparison Chart

Period	Total kWh Usage	Avg Daily kWh Usage	# of Days	Avg Daily Temp (F)
Current Month	-345	0	29	51
Last Month	-287	0	32	54
Same Month Last Year	0	0	0	0

Month	Total kWh Usage
May	430
Jun	330
Jul	0
Aug	-700
Sep	-400
Oct	0
Nov	0
Dec	0
Jan	0
Feb	0
Mar	0
Apr	0

Average Monthly Usage for the last 8 months: -70 kWh  
Total Annual Usage for the last 8 months: -558 kWh

Online: www.DuquesneLight.com

Phone: 412-393-7100

Billing and meter reading details on page 3

Please return this portion with your payment. Please endorse check facing forward. Make payment payable to Duquesne Light Company in US Currency.

A late charge of 1.25% may be assessed after 2021-06-01



ACCOUNT # [REDACTED]

06/01/2021	\$12.99
------------	---------

\$ [REDACTED]

USD Amount Enclosed

050091 000000255



FRANK J CSERVAK JR  
174 BARBERRY RD BARN  
SEWICKLEY PA 15143-0440

DUQUESNE LIGHT COMPANY  
PO BOX 371324  
PITTSBURGH PA 15250-7324



Account Detail

174 BARBERRY RD BARN

Supplier Agreement ID [REDACTED]

Meter Reading Usage Information

Meter Number	[REDACTED]	182141400
Present	05/10/2021 Act	00,441,7440
Prior	04/11/2021 Act	00,700,0330
Difference		-348,2890
Your Meter Multiplier		1
Total kWh Used		348,2890
kWh Credits from Prior Billing		288,7780

Current Bill Details

DLC Rate	RS-Residential Service Rider 21
Price to Compare	\$0.0707 /kWh
DLC Charges	\$12.99
Customer Charge	\$12.49
DSIG Surcharge	4.01% \$0.60
Supply Charges	\$0.00

Total kWh Used 0.0000

Service Charges \$12.99

Net Metering Summary Statement

Excess kWh Credits from Prior Billing	-288,7780
Total kWh Used*Generated from Current Billing	-348,2800
Bank NET Generation Balance	-635,0670

- You receive credit for each kWh you delivered to Duquesne Light Company (DLC) up to the total amount of electricity DLC delivered to you during the billing period. The credit is at full retail rate. Any excess kWh is carried forward to your next bill.
- On May 31 each year, we will credit your account for any kilowatt-hours we received from you in excess of the kilowatt-hours we delivered to you during the preceding year. The credit will be calculated at the Price to Compare (PTC) for your account.
- If you select an alternative electric generation supplier, it's your responsibility to alert them of your participation in Duquesne Light's Rider 21 Net Meter Service. They may require additional information to allow them to properly service your account.

Shopping and Supplier Information

When shopping for electricity with an Electric Generation Supplier, please provide the following information:

Supplier Agreement ID: [REDACTED]  
Rate Schedule: RS-Residential Service Rider 21

The current Price to Compare is listed above in Account Detail and will change every June and December. For more information & supplier offers visit [www.PAPowerSwitch.com](http://www.PAPowerSwitch.com) and [www.oca.state.pa.us](http://www.oca.state.pa.us)

Additional Notifications

- Give to Dollar Energy Fund to help people without heat or light. Make a monthly pledge at [www.duquesnelight.com](http://www.duquesnelight.com) or send a check to Duquesne Light Hardship Fund Donations, 411 Seventh Avenue MD 15-1, Pittsburgh, PA 15219. Your gift is tax deductible.
- Duquesne Light offers energy efficiency programs to help customers save money by conserving energy and reducing demand. To participate or to learn more about these programs, visit [www.walton.com](http://www.walton.com).
- You can join our Budget Plan by calling us at (412) 303-7100. If eligible, the Budget Plan will begin with your next bill. For this bill, please pay the Amount Due shown.
- SIGN UP FOR AUTOPAY and learn about other convenient payment options by visiting our website [www.duquesnelight.com](http://www.duquesnelight.com).
- Estimated Gross Receipts Tax of \$0.77 and Estimated PA State Tax of \$0.88 are included in your rates.





**Account Detail**

Supplier Agreement ID: [REDACTED]

174 BARBERRY RD

**Meter Reading Usage Information**

Meter Number	174217212
Present 08/04/2021 Act	3,085.6580
Prior 07/11/2021 Act	3,204.1330
Difference	-118.4750
Your Meter Multiplier	1
Total kWh Used	-118.4750
kWh Credits from Prior Billing	-676.6680

**Current Bill Details**

DLC Rate	RS-Residential Service Rider 21	
Price to Compare	\$0.0741 / kWh	
DLC Charges		\$11.26
Customer Charge		\$10.01
OSIC Surcharge	4.08%	\$0.50
Sales Tax		\$0.76
Supply Charges		\$0.00
Miscellaneous Charges		-\$11.26
Cancel / Rebill	Bill ID 779139713828	-\$11.26

<b>Total kWh Used</b>	<b>0.0000</b>	<b>Service Charges</b>	<b>\$0.00</b>
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**Net Metering Summary Statement**

Excess kWh Credits from Prior Billing	-676.6680
Total kWh Used/Generated from Current Billing	-118.4750
Bank NET Generation Balance	-795.1430

- You receive credit for each kWh you delivered to Duquesne Light Company (DLC) up to the total amount of electricity (kWh) delivered to you during the billing period. The credit is at full retail rate. Any excess kWh is carried forward to your next bill.
- On May 31 each year, we will credit your account for any kilowatt-hours we received from you in excess of the allowed hours we delivered to you during the preceding year. The credit will be calculated at the Price to Compare (PTC) for your account.
- If you select an alternative electric generation supplier, it's your responsibility to alert them of your participation in Duquesne Light's Rdr 21 Net Meter Service. They may require additional information to allow them to properly service your account.

**Shopping and Supplier Information**

When shopping for electricity with an Electric Generation Supplier, please provide the following information:

Supplier Agreement ID: [REDACTED]  
 Rate Schedule: RS-Residential Service Rider 21

The current Price to Compare is listed above in Account Detail and will change every June and December. For more information & supplier offers visit [www.PAPowerSwitch.com](http://www.PAPowerSwitch.com) and [www.oca.state.pa.us](http://www.oca.state.pa.us)

**Additional Notifications**

- This is a corrected bill for an error made on your account in an earlier bill period. If you have any questions, contact us at 412-393-7100.
- Duquesne Light offers energy efficiency programs to help customers save money by conserving energy and reducing demand. To participate or to learn more about these programs, visit [www.wattchoices.com](http://www.wattchoices.com).
- SIGN UP FOR AUTOPAY and learn about other convenient payment options by visiting our website [www.duquesnelight.com](http://www.duquesnelight.com)
- Estimated Gross Receipts Tax of \$0.62 and Estimated PA State Tax of \$0.71 are included in your rates.





**Account Detail**

174 BARBERRY RD

Supplier Agreement #

**Meter Reading Usage Information**

Meter Number	774717202
Present 08/04/2021 Act	3,085 6580
Prior 07/11/2021 Act	3,204 1330
Difference	-118 4750
Your Meter Multiplier	1
Total kWh Used	118 4750
kWh Credits from Prior Billing	-070 6650

**Current Bill Details**

DLC Rate	RS Residential Service Rider 21	
Price to Compare	\$0.0741 / kWh	
DLC Charges		\$11.25
Customer Charge		\$10.01
DSIC Surcharge	4.9%	\$0.50
Sales Tax		\$0.75
Supply Charges		\$0.00

**Total kWh Used 0 0000**

**Service Charges \$11.25**

**Net Metering Summary Statement**

Excess kWh Credits from Prior Billing	-070 6600
Total kWh Used/Generated from Current Billing	118 4750
Bank NET Generation Balance	-705 1430

- You receive credit for each kWh you delivered to Duquesne Light Company (DLC) up to the total amount of electricity DLC delivered to you during the billing period. The credit is at full retail rate. Any excess kWh is carried forward to your next bill.
- On May 31 each year, we will credit your account for any kilowatt-hours we received from you in excess of the kilowatt hours we delivered to you during the preceding year. The credit will be calculated at the Price to Compare (PTC) for your account.
- If you select an alternative electric generation supplier, it's your responsibility to alert them of your participation in Duquesne Light's Rider 21 Net Meter Service. They may require additional information to allow them to properly service your account.

**Shopping and Supplier Information**

When shopping for electricity with an Electric Generation Supplier, please provide the following information:

Supplier Agreement ID: #  
 Rate Schedule: RS-Residential Service Rider 21

The current Price to Compare is listed above in Account Detail and will change every June and December. For more information & supplier offers visit [www.PAPowerSwitch.com](http://www.PAPowerSwitch.com) and [www.oca.state.pa.us](http://www.oca.state.pa.us)

**Additional Notifications**

- Duquesne Light offers energy efficiency programs to help customers save money by conserving energy and reducing demand. To participate or to learn more about these programs, visit [www.wattchoices.com](http://www.wattchoices.com)
- SIGN UP FOR AUTOPAY and learn about other convenient payment options by visiting our website [www.duquesnelight.com](http://www.duquesnelight.com)
- Estimated Gross Receipts Tax of \$0.62 and Estimated PA State Tax of \$0.71 are included in your rates.





**Account Detail**

174 BARBERRY RD

Supplier Agreement [REDACTED] 74

**Meter Reading Usage Information**

Major Number	174217202
Present 07/11/2021 Act	3,204 1330
Prior 06/09/2021 Act	3,509 4550
Difference	-305 3220
Your Meter Multiplier	1
Total kWh Used	305 3220
kWh Credits from Prior Billing	371 3460

**Current Bill Details**

DLC Rate	RS-Residential Service Rider 21	
Price to Compare	\$0.07411/kWh	
DLC Charges		\$14.05
Customer Charge		\$12.51
DSIC Surcharge	4.53%	\$0.82
Sales Tax		\$0.82
Supply Charges		0.00

**Total kWh Used 0.0000**

**Service Charges \$14.05**

**Net Metering Summary Statement**

Excess kWh Credits from Prior Billing	-371 3460
Total kWh Used/Generated from Current Billing	305 3220
Bank NET Generation Balance	<u>-076 0680</u>

- You receive credit for each kWh you delivered to Duquesne Light Company (DLC) up to the total amount of electricity DLC delivered to you during the billing period. The credit is at full retail rate. Any excess kWh is carried forward to your next bill.
- On May 31 each year, we will credit your account for any kilowatt-hours we received from you in excess of the kilowatt-hours we delivered to you during the preceding year. The credit will be calculated at the Price to Compare (PTC) for your account.
- If you select an alternative electric generation supplier, it's your responsibility to alert them of your participation in Duquesne Light's Rdr 21 Net Meter Service. They may require additional information to allow them to properly service your account.

**Shopping and Supplier Information**

When shopping for electricity with an Electric Generation Supplier, please provide the following information:

- Supplier Agreement ID [REDACTED]
- Rate Schedule: RS-Residential Service Rider 21

The current Price to Compare is listed above in Account Detail and will change every June and December. For more information & supplier offers visit [www.PAPowerSwitch.com](http://www.PAPowerSwitch.com) and [www.pca.state.pa.us](http://www.pca.state.pa.us)

**Additional Notifications**

- Give to Dollar Energy Fund to help people without heat or light. Make a monthly pledge at [www.duquesnelight.com](http://www.duquesnelight.com) or send a check to Duquesne Light Hardship Fund Donations, 411 Seventh Avenue MD 15-1, Pittsburgh, PA 15219. Your gift is tax deductible.
- A change in the Distribution System Improvement Charge, effective July 1, will increase your monthly bill by about \$0.54 or less than 1%.
- A change in the Transmission and Default Service Supply rates that went into effect June 1 will increase the overall monthly bill of an average residential customer who purchases electric generation from Duquesne Light by about \$2.08, or 2%.
- Duquesne Light offers energy efficiency programs to help customers save money by conserving energy and reducing demand. To participate or to learn more about these programs, visit [www.wattchoices.com](http://www.wattchoices.com).
- You can join our Budget Plan by calling us at (412) 303-7100. If eligible, the Budget Plan will begin with your next bill. For this bill please pay the Amount Due shown.
- SIGN UP FOR AUTOPAY and learn about other convenient payment options by visiting our website [www.duquesnelight.com](http://www.duquesnelight.com)
- Estimated Gross Receipts Tax of \$0.77 and Estimated PA State Tax of \$0.00 are included in your rates.





**Account Detail**

174 BARBERRY RD		Supplier Agreement [REDACTED]	
<b>Meter Reading Usage Information</b>		<b>Current Bill Details</b>	
Meter Number	774217702	DLC Rate	RS-Residential Service Rider 21
Present 05/01/2021 Act	3,509 4550	Price to Compare	\$0.0741 / kWh
Prior 05/10/2021 Act	3,800 8010	<b>DLC Charges</b>	\$13.90
Difference	-371 3460	Customer Charge	\$12.49
Your Meter Multiplier	1	DSIC Surchargo	\$0.60
Total kWh Used	-371 3460	Sales Tax	\$0.91
		Supply Charges	\$0.00
		Miscellaneous Charges	-\$27.77
		Sales of Elec - Residential Generation	-\$20.44
		Sales of Elec - Residential Transmission	-\$7.33
<b>Total kWh Used</b>	<b>0.0000</b>	<b>Service Charges</b>	<b>\$13.87</b>

**Net Metering Summary Statement**

Excess kWh Credits from Prior Billing	0.0000	← -393.1 CREDITS DELETED
Total kWh Used/Generated from Current Billing	-371 3460	
Bank NET Generation Balance	-371 3460	

- You receive credit for each kWh you delivered to Duquesne Light Company (DLC) up to the total amount of electricity DLC delivered to you during the billing period. The credit is at full retail rate. Any excess kWh is carried forward to your next bill.
- On May 31 each year, we will credit your account for any kilowatt-hours we received from you in excess of the kilowatt-hours we delivered to you during the preceding year. The credit will be calculated at the Price to Compare (PTC) for your account.
- If you select an alternative electric generation supplier, it's your responsibility to alert them of your participation in Duquesne Light's Rdr 21 Net Meter Service. They may require additional information to allow them to properly service your account.

**Shopping and Supplier Information**

When shopping for electricity with an Electric Generation Supplier, please provide the following information:  
 Supplier Agreement # [REDACTED]  
 Rate Schedule: RS-Residential Service Rider 21

The current Price to Compare is listed above in Account Detail and will change every June and December. For more information & supplier offers, visit [www.PAPowerSwitch.com](http://www.PAPowerSwitch.com) and [www.oca.state.pa.us](http://www.oca.state.pa.us).

**Additional Notifications**

- Give to Dollar Energy Fund to help people without heat or light. Make a monthly pledge at [www.duquesnelight.com](http://www.duquesnelight.com) or send a check to Duquesne Light Hardship Fund Donations, 411 Seventh Avenue MD 15-1, Pittsburgh, PA 15210. Your gift is tax deductible.
- Effective Jun 1, changes in the Customer Charge, rebolling costs (to enhance the competitive energy market in PA, will increase the monthly bill of a customer using 600 kWh by about \$0.02 or less than 1%.
- Duquesne Light offers energy efficiency programs to help customers save money by conserving energy and reducing demand. To participate or to learn more about these programs, visit [www.wattchoices.com](http://www.wattchoices.com).
- You can join our Budget Plan by calling us at (412) 393-7100. If eligible, the Budget Plan will begin with your next bill. For this bill, please pay the Amount Due shown.
- SIGN UP FOR AUTOPAY and learn about other convenient payment options by visiting our website [www.duquesnelight.com](http://www.duquesnelight.com).
- Estimated Gross Receipts Tax of \$0.77 and Estimated PA State Tax of \$0.88 are included in your rates.





FRANK J CSEVAK JR  
174 BARBERRY RD

06/01/2021	\$13.90
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Account # [REDACTED]

**Bill Summary**

Bill ID: [REDACTED] Date Prepared: 05/10/2021

DLC Charges

Amount Due  
**\$13.90**

Previous Account Balance	\$2,409.29
Payment(s) Received as of 04/21/2021	-\$13.90
<b>Balance Forward</b>	<b>\$2,395.39</b>
Disputed Charges	-\$2,395.39
<b>Active Account Balance</b>	<b>\$0.00</b>
DLC Charges	\$13.90
<b>AMOUNT DUE BY 06/01/2021</b>	<b>\$13.90</b>

**Message Center**

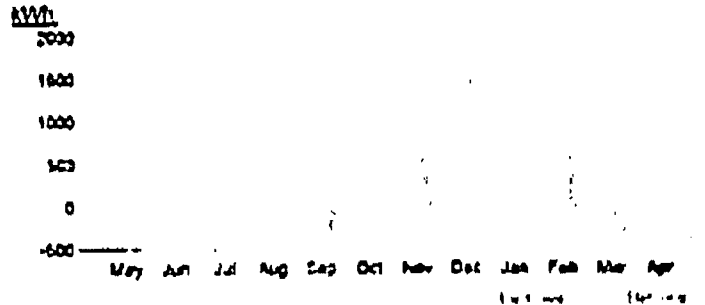
Signing up for our e-Bill program is fast and easy! Enroll today at DuquesneLight.com/ebill and you'll receive an email each month when your bill is available.

Duquesne Light partners with Dollar Energy Fund to provide assistance to customers who struggle to pay their electric bill. If you would like to support the Dollar Energy Fund and your neighbors in need, make a tax deductible monthly pledge at DuquesneLight.com/dollar.



**Usage Comparison Chart**

Period	Total kWh Usage	Avg Daily kWh Usage	# of Days	Avg Daily Temp (F)
Current Month	85	0	29	51
Last Month	299	0	32	54
Same Month Last Year	0	0	0	0



Average Monthly Usage for the last 8 months: 485 kWh

Total Annual Usage for the last 8 months: 3881 kWh

8,000 7,000 6,000 5,000 4,000 3,000 2,000 1,000 0

Billing and meter reading details on page 3

Online: www.DuquesneLight.com

Phone: 412-323-7100

Please return this portion with your payment. Please enclose check facing forward. Make payment payable to Duquesne Light Company in US Currency.

A late charge of 1.25% may be assessed after 2021-06-01

06/01/2021	\$13.00
------------	---------

\$ [REDACTED]

USD Amount Enclosed



Account # [REDACTED]

034328 000009126  
FRANK J CSEVAK JR  
174 BARBERRY RD  
SEWICKLEY PA 15143 0440



DUQUESNE LIGHT COMPANY  
PO BOX 371374  
PITTSBURGH PA 15250-7324



**Account Detail**

174 BARBERRY RD

Supplier Agreement #

**Meter Reading Usage Information**

Meter Number	F74217202
Present 05/10/2021 Act	3,850,8010
Prior 04/11/2021 Act	3,075,3140
Difference	-94,5130
Your Meter Multiplier	1
Total kWh Used	-94,5130
kWh Credits from Prior Billing	-208,5870

**Current Bill Details**

DLC Rate	RS-Residential Service Rider 21	
Price to Compare	\$0.0707 / kWh	
DLC Charges		\$13.90
Customer Charge		\$12.49
DSIG Surcharge	4.01%	\$0.50
Sales Tax		\$0.01
Supply Charges		\$0.00

**Total kWh Used 0.0000**

**Service Charges \$13.90**

**Net Metering Summary Statement**

Excess kWh Credits from Prior Billing	-208,5870
Total kWh Used/Generated from Current Billing	04,5130
Bank NET Generation Balance	<u>-303,1000</u>

- You receive credit for each kWh you delivered to Duquesne Light Company (DLC) up to the total amount of electricity DLC delivered to you during the billing period. The credit is at full retail rate. Any excess kWh is carried forward to your next bill.
- On May 31 each year, we will credit your account for any kilowatt-hours we received from you in excess of the kilowatt-hours we delivered to you during the preceding year. The credit will be calculated at the Price to Compare (PTC) for your account.
- If you select an alternative electric generation supplier, it's your responsibility to alert them of your participation in Duquesne Light's Rider 21 Net Meter Service. They may require additional information to allow them to properly service your account.

**Shopping and Supplier Information**

When shopping for electricity with an Electric Generation Supplier, please provide the following information:

Supplier Agreement #  
Rate Schedule: RS-Residential Service Rider 21

The current Price to Compare is listed above in Account Detail and will change every June and December. For more information & supplier offers visit [www.PAPowerSwitch.com](http://www.PAPowerSwitch.com) and [www.oca.state.pa.us](http://www.oca.state.pa.us)

**Additional Notifications**

- Give to DoEER Energy Fund to help people without heat or light. Make a monthly pledge at [www.duquesnelight.com](http://www.duquesnelight.com) or send a check to Duquesne Light Hardship Fund Donations, 411 Seventh Avenue MD 15-1, Pittsburgh, PA 15210. Your gift is tax deductible.
- Duquesne Light offers energy efficiency programs to help customers save money by conserving energy and reducing demand. To participate or to learn more about these programs, visit [www.wattchoices.com](http://www.wattchoices.com).
- You can join our Budget Plan by calling us at (412) 393-7100. If eligible, the Budget Plan will begin with your next bill. For this bill, please pay the Amount Due shown.
- SIGN UP FOR AUTOPAY and learn about other convenient payment options by visiting our website [www.duquesnelight.com](http://www.duquesnelight.com).
- Estimated Gross Receipts Tax of \$0.77 and Estimated PA State Tax of \$0.88 are included in your rates.







Customer Name and Service Address:  
 FRANK J CSERVAK JR  
 174 BARBERRY RD BARN  
 SEWICKLEY, PA 15143-9440  
 BILL

Account Number: [REDACTED]  
 Rate: RS-Residential Service Rider 21  
 Date Prepared: 02/12/20

**Meter Reading Usage Information**  
 Next Scheduled Meter Reading Date: March 5, 2020

**Meter Read Information for Meter Number:** [REDACTED]

Present:	Feb 5, 2020	Estimate	16600.0000
Prior:	Jan 6, 2020	Estimate	-16100.0000
		Difference	500.0000

Your Meter Multiplier:  $\times 1$   
**Total kWh Used: 500.0000**

**Electric Usage:**

Comparing Your Usage		
	Feb 19	Feb 20
Avg. kWh Per Day	91	17
Avg. Temperature (F)	27	36
YTD Usage (kWh)	5544	994

**kWh:**

DAYS IN BILLING PERIOD											
M	A	M	J	J	A	S	O	N	D	J	F
17	32	29	30	29	32	33	29	29	30	33	30
31	29	30	32	31	28	33	30	30	29	31	30

- Average Monthly Usage for the past 13 months is 624 kWh.
- Total Annual Usage for the past 13 months is 8108 kWh.

**Summary**

**Prior Billing Information**  
 Amount of Last Bill: **TOTALLY** \$1,387.49  
 Prior Account Balance: \$1,387.49

**Current Billing Information** **FAKE**

DLC Basic Service Charges	\$76.33
<b>TOTAL ACCOUNT BALANCE PAYABLE TO DLC</b>	<b>\$1,463.82</b>

**ESTIMATED CORRECTED BILL**

For more information see [www.duquesnelight.com](http://www.duquesnelight.com).

Give to Dollar Energy Fund to help people without heat or light. Make a monthly pledge at [www.duquesnelight.com](http://www.duquesnelight.com) or send a check to Duquesne Light Hardship Fund Donations, 411 Seventh Avenue MD 15-1, Pittsburgh, PA 15219. Your gift is tax deductible.

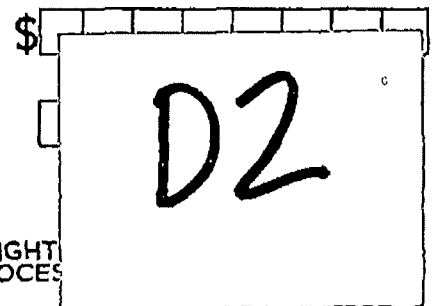
Estimated Gross Receipts Tax	Estimated PA State Taxes	Late Charge After Mar 4, 2020	Payment Due	Amount Due
\$4.96	\$11.60	1.25%	Mar 4, 2020	\$1,463.82

Please return this portion with your payment. Please enclose check facing forward. Make payment payable to Duquesne Light Company in US Currency.

Account Number [REDACTED] PLEASE PAY THIS AMOUNT BY **MAR 4, 2020**  
**\$1,463.82**

To make account changes, enroll in Autopay or pledge to the Dollar Energy Fund, please update information on the back of this coupon and check the box to the right.

051517 000000080  
 FRANK J CSERVAK JR  
 174 BARBERRY RD BARN  
 SEWICKLEY, PA 15143-9440



DUQUESNE LIGHT  
 PAYMENT PROCES  
 PO BOX 67  
 PITTSBURGH, PA 15267-0001

87960700003 000000000000 000001463824 000001463824



DuquesneLight.com  
412-393-7100

Customer Name and Service Address:  
FRANK J CSERVAK JR  
174 BARBERRY RD  
SEWICKLEY, PA 15143-9440  
BILL ID: [REDACTED]

Account Number [REDACTED]  
Rate: RS-Residential Service Rider 21  
Date Prepared: 02/17/20

**Meter Reading Usage Information**

Next Scheduled Meter Reading Date: March 5, 2020

**Meter Read Information for Meter Number:** [REDACTED]

Present:	Feb 13, 2020 - Estimate	42000.0000
Prior:	Jan 6, 2020 - Estimate	41700.0000
	Difference	300.0000

Your Meter Multiplier X 1

**Total kWh Used 300.0000**

**Summary**

**Prior Billing Information**

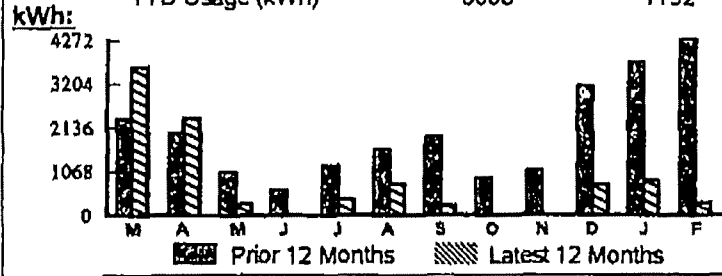
Amount of Last Bill	\$2,304.07
Prior Account Balance	\$2,304.07

**Current Billing Information**

DLC Basic Service Charges	\$91.29
<b>TOTAL ACCOUNT BALANCE PAYABLE TO DLC</b>	<b>\$2,395.36</b>

**Electric Usage:**

	Comparing Your Usage	Feb 19	Feb 20
Avg. kWh Per Day		142	8
Avg. Temperature (F)		27	35
YTD Usage (kWh)		8008	1152



**DAYS IN BILLING PERIOD**

M	A	M	J	J	A	S	O	N	D	J	F
29	32	29	32	30	29	33	29	29	30	33	30
31	29	30	32	30	29	33	30	28	32	30	30

- Average Monthly Usage for the past 12 months is 800 kWh.
- Total Annual Usage for the past 12 months is 9604 kWh.

**ESTIMATED READING**

For more information see [www.duquesnelight.com](http://www.duquesnelight.com).

Give to Dollar Energy Fund to help people without heat or light. Make a monthly pledge at [www.duquesnelight.com](http://www.duquesnelight.com) or send a check to Duquesne Light Hardship Fund Donations, 411 Seventh Avenue MD 15-1, Pittsburgh, PA 15219. Your gift is tax deductible.

Estimated Gross Receipts Tax	Estimated PA State Taxes	Late Charge After Mar 9, 2020	Payment Due	Amount Due
\$3.47	\$8.10	1.25%	Mar 9, 2020	\$2,395.36

Please return this portion with your payment. Please enclose check facing forward.  
Make payment payable to Duquesne Light Company in US Currency.

Account Number [REDACTED] PLEASE PAY THIS AMOUNT BY MAR 9, 2020 \$2,395.36

\$ [REDACTED]

To make account changes, enroll in Autopay or pledge to the Dollar Energy Fund, please update information on the back of this coupon and check the box to the right.

USD Amount Enclosed

011191 000013303  
FRANK J CSERVAK JR  
174 BARBERRY RD  
SEWICKLEY PA 15143-9440

DUQUESNE LIGHT COMPANY  
PAYMENT PROCESSING CENTER  
PO BOX 67  
PITTSBURGH, PA 15267-0001

77960700006 00000000000 000002395360 000002395360





Customer Name and Service Address:  
 FRANK J CSERVAK JR  
 174 BARBERRY RD BARN  
 SEWICKLEY, PA 15143-9440  
 BILL ID: 872001117

Account Number: 000000000  
 Rate: RS-Residential Service Rider 21 -  
 Date Prepared: 02/11/20

**Meter Reading Usage Information**

Next Scheduled Meter Reading Date: March 5, 2020

**Meter Read Information for Meter Number:** ~~XXXXXXXXXX~~

Present: Feb 5, 2020 Actual: 0.0000  
 Prior: Jan 6, 2020 Estimate: 16100.0000  
 Difference: 0.0000

Your Meter Multiplier:  $\times 1$   
 Total kWh Used: 0.0000

**Electric Usage:**

Comparing Your Usage

	Feb 19	Feb 20
Avg. kWh Per Day	91	0
Avg. Temperature (F)	27	36
YTD Usage (kWh)	5544	494

**kWh:**

DAYS IN BILLING PERIOD											
M	A	M	J	J	A	S	O	N	D	J	F
17	32	29	30	29	32	33	29	29	30	33	30
31	29	30	32	31	28	33	30	30	28	31	30

- Average Monthly Usage for the past 13 months is 585 kWh.
- Total Annual Usage for the past 13 months is 7608 kWh.

**Summary**

**Prior Billing Information**

Amount of Last Bill: \$1,356.97  
 Prior Account Balance: \$1,356.97

**Current Billing Information**

DLC Basic Service Charges: \$30.52  
**TOTAL ACCOUNT BALANCE PAYABLE TO DLC: \$1,387.49**

**ACTUAL METER READING BILL**

For more information see [www.duquesnelight.com](http://www.duquesnelight.com).

Give to Dollar Energy Fund to help people without heat or light. Make a monthly pledge at [www.duquesnelight.com](http://www.duquesnelight.com) or send a check to Duquesne Light Hardship Fund Donations, 411 Seventh Avenue MD 15-1, Pittsburgh, PA 15219. Your gift is tax deductible.

Estimated Gross Receipts Tax	Estimated PA State Taxes	Late Charge After Mar 3, 2020	Payment Due	Amount Due
\$0.75	\$1.77	1.25%	Mar 3, 2020	\$1,387.49

Please return this portion with your payment. Please enclose check facing forward.  
 Make payment payable to Duquesne Light Company in US Currency.

Account Number: ~~XXXXXXXXXX~~

PLEASE PAY THIS AMOUNT BY **MAR 3, 2020**  
**\$1,387.49**

\$

To make account changes, enroll in Autopay or pledge to the Dollar Energy Fund, please update information on the back of this coupon and check the box to the right.

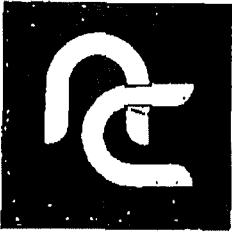
049705 000000187  
 FRANK J CSERVAK JR  
 174 BARBERRY RD BARN  
 SEWICKLEY, PA 15143-9440

DUQUESNE LIGHT COMPANY  
 PAYMENT PROCESSING CENTER  
 PO BOX 67  
 PITTSBURGH, PA 15267-0001

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THE LAW OFFICE OF  
**ALEX COOLMAN**

HOME CIVIL RIGHTS

E

## **Lawsuit alleging illegal searches by Riverside County Sheriff's settled for \$136,000**

**Attorney: Retired Lake Elsinore couple's two homes were raided due to a false belief they were stealing power to grow marijuana**

By ALLYSON VERGARA

Riverside County paid a six-figure settlement to end a lawsuit brought by a Lake Elsinore couple that alleged their two homes were broken into and searched without a warrant by Riverside County Sheriff's deputies in summer 2021.

The county paid \$136,000 to settle a federal civil rights suit filed by [CH], and her husband, [JW], states a news release from their attorney, Alex Coolman.

"This was a very strange and frightening incident," [CH] said in the release. "We did nothing to deserve this, and it made us feel unsafe in our own homes."

[CH] and [JW] sued in March in response to sheriff's raids on their two homes on Aug. 5, 2021.

The operation found no evidence of a crime, alleged Coolman, who said deputies were interested in the couple's low electricity consumption, which some law enforcement agencies believe is linked to illegal marijuana growing.

"The deputies believed the defendants were stealing power to grow marijuana because their power consumption was low, and they said as much," Coolman said in an email.

The retired couple is "thrifty" and uses solar panels to reduce its overall power and electricity use, Coolman said.

Messages this week seeking comment from the Riverside County Sheriff's Department were not returned by Friday evening, Aug. 26.

The settlement has been finalized and two payments of \$60,000 — totaling \$120,000 — have been issued to the couple, Riverside County spokesperson Yaoska Machado said by email.

The lawsuit, which was dismissed Aug. 15, names as defendants Sgt. Julio Olguin and other sheriff's deputies who were involved in the 2021 raid.

The complaint alleges that deputies used a battering ram to break down the side door of the couple's first home in a quiet subdivision of Lake Elsinore. Nobody was home.

Deputies broke down multiple doors inside and spent hours rummaging through the couple's belongings, the news release states. At some point, the deputies' attention shifted to the couple's second home in the same subdivision, where [CH] was home alone, Coolman said.

The 67-year-old said in the release that "uniformed, armed deputies banged on the door."

They told her they had already broken into the couple's other residence "because they believed she was involved in growing marijuana, and demanded to come inside," the release states.

[CH] thought the deputies were soldiers because of their attire, the complaint said.

She came out in response to deputies' repeated pounding on the door, according to the complaint. Deputies, led by Olguin, told her that "someone" had informed them the house was being used to grow marijuana.

[CH] agreed to talk to them, "believing she was being directly accused of a crime by a group of uniformed deputies, and she was not free to terminate the encounter," the complaint said.

She did not grant permission to search their second home, but saw deputies photographing the home and doing a warrantless search of the garage for up to 15 minutes, the complaint said. Neighbors watched and documented the process as deputies searched the homes, wandering in and out for hours, the complaint alleges.

[W] spoke to Olguin on the phone and asked deputies to leave the house, the complaint said. In this conversation, Olguin "admitted that the searches of the homes were illegal," the complaint alleges.

Coolman alleged there have been other raids on homes in Riverside County based on similar theories, but "this is the only one I know of where there was no warrant and no apparent justification."

According to the complaint, damages to several doors and door frames at the couple's first home are estimated at nearly \$6,000 before tax.

The couple alleged sheriff's deputies violated the Fourth Amendment by doing a warrantless search of both homes, and "unreasonably" detaining [CH] by "accosting her while armed and in uniform."

• No evidence of a crime was found, no arrests were made and no charges were filed, Coolman said.

The Sheriff's Department did not document what occurred, but Olguin gave the couple a receipt for damaged property, Coolman said.

"The way the Sheriff handled this situation was unreasonable and illegal," Coolman said. "Nobody's home should be broken into based on a hunch about their use of electricity."

OPEN CA

PROUD VIETNAM VETERANS OF AMERICA MEMBER



Frank J. Cservak  
174 Barberly Rd  
Sewickley, PA 15143



7020 3160 0000 5112 9694

U.S. POSTAGE PAID  
P.O. BOX 15143  
SEWICKLEY, PA  
OCT 14, 22  
AMOUNT  
**\$16.65**  
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**RECEIVED**

OCT 18 2022  
PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**SECRETARY  
PA PUC  
400 NORTH ST.  
HARRISBURG, PA 17120  
ATTN: Ms ROSEMARY CHIAUETTA**

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**EXHIBIT B TO  
MOTION FOR JUDGMENT ON THE PLEADINGS  
DUQUESNE LIGHT COMPANY  
Docket No. C-2022-3036252**

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# Stevens & Lee

17 N. Second Street, 16<sup>th</sup> Floor  
Harrisburg, PA 17101  
(717) 234-1090  
www.stevenslee.com

Direct Dial: (717) 255-7365  
Email: michael.gruin@stevenslee.com  
Direct Fax: (610) 988-0852

November 4, 2022

## *Via Electronic Filing*

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2<sup>nd</sup> Floor  
Harrisburg, PA 17120

**Re: Frank J. Cservak, Jr., P.E. v. Duquesne Light Company**  
**Docket No. C-2022-3036252**

Dear Secretary Chiavetta:

Enclosed for filing is the Answer and New Matter of Respondent, Duquesne Light Company to the above-referenced Complaint. A copy has been served on the Complainant in accordance with the attached Certificate of Service.

If you have any questions, please contact me.

Best Regards

STEVENS & LEE



Michael A. Gruin

Enclosures

cc: Certificate of Service

Allentown • Bergen County • Bala Cynwyd • Cleveland • Fort Lauderdale • Harrisburg • Lancaster • New York  
Philadelphia • Princeton • Reading • Rochester • Scranton • Valley Forge • Wilkes-Barre • Wilmington  
A PROFESSIONAL CORPORATION

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

FRANK J. CSERVAK, JR.  
Complainant

v.

DUQUESNE LIGHT COMPANY  
Respondent

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Docket No. C-2022-3036252

**NOTICE TO PLEAD**

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**To: *Frank J. Cservak, Jr.***

You are hereby notified to file a written response to the attached Answer and New Matter of Duquesne Light Company within twenty (20) days from the date of service of this notice. If you do not file a written response denying or correcting the enclosed New Matter within twenty (20) days of service, the facts set forth by Duquesne Light Company may be deemed to be true, thereby requiring no other proof, and judgment may be entered against you. All pleadings, such as responses to New Matter, must be filed with the Secretary of the Pennsylvania Public Utility Commission:

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, Second Floor  
Harrisburg, PA 17120

You must also serve a copy of your response on the undersigned counsel for Duquesne Light Company. Failure to respond to this Answer and New Matter could result in the dismissal of your case.

STEVENS & LEE



---

Michael Gruin (Attorney ID No. 78625)  
17 N. 2nd Street  
Harrisburg, PA 17101  
Phone: (717) 255-7365  
Fax: (610) 988-0852  
email: [michael.gruin@stevenslee.com](mailto:michael.gruin@stevenslee.com)  
COUNSEL FOR DUQUESNE LIGHT  
COMPANY

Dated: November 4, 2022

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

FRANK J. CSERVAK, JR.	:	
Complainant	:	
	:	
v.	:	Docket No. C-2022-3036252
	:	
DUQUESNE LIGHT COMPANY	:	
Respondent	:	
	:	

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**ANSWER AND NEW MATTER OF RESPONDENT,  
DUQUESNE LIGHT COMPANY**

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Pursuant to 52 Pa Code § 5.61, Duquesne Light Company (“Respondent” or “Company”), by and through its attorneys Stevens & Lee, P.C., hereby responds to the Formal Complaint (“Complaint”) filed by Frank J. Cservak, Jr. (“Complainant”). In support thereof, the Company avers as follows:

1. Admitted.
2. Admitted.
3. Admitted
4. The Company denies all material allegations in the Complaint unless specifically

admitted.

(a) The Duquesne Light admits that it terminated the Complainant’s service on March 2, 2020 for unlawful metering tampering. By way of further Answer, the March 2, 2020 termination was the subject of Complainant’s prior Formal Complaint at Docket No. F-2020-3019005 (the “2020 Formal Complaint”). Pursuant to the Commission’s Opinion and Order dated June 16, 2022 in the 2020 Formal Complaint proceeding, the Commission concluded that Duquesne Light had a valid basis for the 2020 Termination. See *Cservak v.*

*Duquesne Light Co.*, Docket No. F-2020-3019005 (Opinion and Order entered June 16, 2022).<sup>1</sup> The Company admits that on October 10, 2022 the Company issued a 10-day termination notice to the Complainant for failure to pay past due amounts, but denies that the Complainant's service was terminated following the issuance of the October 10, 2022 termination notice.

(b) The Company denies that there are incorrect charges on the Complainant's bill. The current balance on the Complainant's account is correct as rendered. To the extent that the Complainant is disputing charges or balances that appeared on the account as of April 5, 2021, such disputes were included in the Complainant's 2020 Formal Complaint and the Commission has already determined that Complainant's disputes were without merit. The remaining balance on the Complainant's account is comprised of charges for service that have not been paid.

(c) The Company admits that the Complainant's account was changed from RS-Residential Service Rate, Rider 21 to GS-Small Commercial Rate, Rider 21 Rate in September 2021, when the Complainant's two accounts were combined at his request, but denies that the Complainant is being charged a "wrong rate". The Complainant's account is correctly classified as a commercial account in accordance with Duquesne Light's Commission-approved tariff, because more than 25% of the premises' monthly electrical consumption is attributable to commercial use. The Company denies that the July 29, 2020 hearing transcript from the 2020 Complaint has any relevance to

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<sup>1</sup> Complainant filed a Petition for Review of the Commission's Opinion and Order denying Complainant's exceptions and dismissing Complainant's 2020 Formal Complaint with the Commonwealth Court of July 15, 2022, which petition remains pending with the Commonwealth Court.

the change in rate classification that occurred in September of 2021, because the referenced transcript passage only addressed the status of the Complainant's rate classifications as of the date of the July 20, 2020 hearing.

(d) The Company denies that any of the Complainant's "Solar Credits" were deleted. The Net Metering Credits on the Complainant's two accounts were converted to cash and refunded to him by check in September of 2021 after the two accounts were combined. The current net metering credit balance reflected on Complainant's bill is correct as rendered and there no basis to adjust that balance.

(e) To the extent that Paragraph 4 contains additional allegations, such allegations are denied. Duquesne Light reserves the right to address any and all allegations as may be necessary throughout the course of this proceeding.

5. Duquesne Light denies that the Complainant is entitled to any relief. Duquesne Light denies that the Complainant should be restored to a residential rate classification, because pursuant to Duquesne Light's tariff, the Complainant's account is correctly classified as a GS-Small Commercial because more than 25% of the premises' monthly electrical consumption is attributable to commercial use based on an examination of historical usage as reflected on the two prior meters at the property and the operation of a business at the property. Duquesne Light denies that that there are incorrect charges on the Complainant's bill that require correction. Duquesne Light denies that any of the Complainant's "Solar Credits" were deleted and denies that the net metering credit balance on the Complainant's account requires any correction, because the current net metering credit balance reflected on Complainant's bills is correct. To the extent Paragraph 5 contains additional allegations, such allegations are denied.

6. Paragraph 6 is a statement to which no response is required.

7. (a) Admitted

(b). Duquesne Light admits that the Complainant communicated with Duquesne Light, but denies the characterizations of those communications.

8. Paragraph 8 is a statement to which no response is required.

9. Paragraph 9 is a verification to which no response is required.

**NEW MATTER**

10. Duquesne Light Company incorporates by reference the responses contained in Paragraphs 1 through 10 above as though fully set forth at length.

11. To the extent the Complaint makes allegations regarding Duquesne Light charges or balances that appeared on his account prior to April 5, 2021, such allegations are barred by the doctrine of res judicata because the Commission has already determined that the Complainant's account balances were correct as of April 5, 2021 in the Final Order issued on June 16, 2022 in the 2020 Formal Complaint case.

12. To the extent the Complaint makes allegations regarding the March 2, 2020 service termination, such allegations are barred by doctrine of res judicata because the Commission has already determined that the March 2, 2020 service termination was lawful and justified in the Final Order issued on June 16, 2022 in the 2020 Formal Complaint case.

13. To the extent the Complaint makes allegations about any issues that were addressed by the Commission in the Final Order issued on June 16, 2022 in the 2020 Formal Complaint case, such allegations are barred by the doctrine of res judicata.

[Remainder of Page Intentionally Blank]

**REQUEST FOR RELIEF**

WHEREFORE, for all the reasons stated herein, Respondent Duquesne Light Company respectfully requests that your Honorable Commission dismiss the Complaint, or in the alternative, schedule this matter for a hearing.

Respectfully submitted,

STEVENS & LEE



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Michael A. Gruin (Attorney I.D. No. 78625)  
Stevens & Lee  
17 North 2<sup>nd</sup> Street, 16<sup>th</sup> Floor  
Harrisburg, PA 17101  
Phone: (717) 255-7365/Fax: (610) 988-0852  
Email: [michael.gruin@stevenslee.com](mailto:michael.gruin@stevenslee.com)

Donald R. Wagner (Attorney I.D. No. 80280)  
David R. Beane (Attorney ID No. 53343)  
111 N. 6<sup>th</sup> Street  
Reading, PA 19601  
Phone: (610) 478-2167 / Fax: (610) 988-0846  
email: [donald.wagner@stevenslee.com](mailto:donald.wagner@stevenslee.com)  
email: [david.beane@stevenslee.com](mailto:david.beane@stevenslee.com)

COUNSEL FOR DUQUESNE LIGHT COMPANY

Dated: November 4, 2022

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

FRANK J. CSERVAK, JR.  
Complainant

v.

DUQUESNE LIGHT COMPANY  
Respondent

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Docket No. C-2022-3036252

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**VERIFICATION**

I, Dawn Stolarski, Billing Manager with Duquesne Light Company, verify that the answers and the factual allegations contained in the foregoing Answer and New Matter to Complaint are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsifications to authorities.



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Dawn Stolarski

Date: November 4, 2022

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

FRANK J. CSERVAK, JR.	:	
Complainant	:	
	:	
v.	:	Docket No. C-2022-3036252
	:	
DUQUESNE LIGHT COMPANY	:	
Respondent	:	
	:	

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**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a true copy of the foregoing Answer and New Matter upon the party listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

VIA ELECTRONIC MAIL

Frank J. Cservak, Jr.  
174 Barberry Road  
Sewickley Heights, PA 15143  
Email: [FCservak@C-MServices.com](mailto:FCservak@C-MServices.com)  
Email: [Frank.Cservak@gmail.com](mailto:Frank.Cservak@gmail.com)



---

Michael A. Gruin

Dated: November 4, 2022

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

FRANK J. CSERVAK, JR.	:	
Complainant	:	
	:	
v.	:	Docket No. C-2022-3036252
	:	
DUQUESNE LIGHT COMPANY	:	
Respondent	:	
	:	

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**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a true copy of the foregoing Motion for Partial Judgment on the Pleadings upon the party listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

VIA ELECTRONIC MAIL

Frank J. Cservak, Jr.  
174 Barberry Road  
Sewickley Heights, PA 15143  
Email: [FCservak@C-MServices.com](mailto:FCservak@C-MServices.com)  
Email: [Frank.Cservak@gmail.com](mailto:Frank.Cservak@gmail.com)



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Michael A. Gruin

Dated: December 22, 2022