

CAPTION SHEET

CASE MANAGEMENT SYSTEM

- | | | |
|--------------------------|---|-----------------------------|
| 1. REPORT DATE: 00/00/00 | : | |
| 2. BUREAU: ALJ | : | |
| 3. SECTION(S): | : | |
| 5. APPROVED BY: | : | 4. PUBLIC MEETING DATE: |
| DIRECTOR: | : | 00/00/00 |
| SUPERVISOR: | : | |
| 6. PERSON IN CHARGE: | : | 7. DATE FILED: 09/20/94 |
| 8. DOCKET NO: C-00946235 | : | 9. EFFECTIVE DATE: 00/00/00 |
-

PARTY/COMPLAINANT: DIVILLY, SARAH

RESPONDENT/APPLICANT: DUQUESNE LIGHT COMPANY

COMP/APP COUNTY: ALLEGHENY

UTILITY CODE: 110150

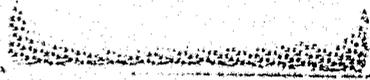
ALLEGATION OR SUBJECT

BILLING DISPUTE

DOCUMENT
FOLDER

DOCKETED

SEP 28 1994



FORMAL COMPLAINT FORM
Pennsylvania Public Utility Commission

Please Print:

C-946235
110150

1. Your Name, Mailing Address and Telephone Number

Name SARAH DIVILLY
 Street/P.O. Box 506 STRATMORE AVE Apt# _____
 City PITTSBURGH State Penna Zip 15205
 County _____ Home Telephone-Area Code (412) 921-2714
 Work Telephone-Area Code () _____

2. Which company does your complaint concern?

Name of Company DUGNESNE LIGHT

3. What is your complaint?

DUGNESNE LIGHT RONALD HOLZOR CALLED
ON THE PHONE MAY 16 1994 AND SAID THEY
WERE PUTTING THE LIGHT IN MY NAME
AT 1327 JARRERA STREET STRADEN Pgh Pa
15204. THEY SHOULD HAVE PUT THE LIGHT
BILL IN MY NAME STARTING MAY 16 1994
WHEN HE CALLED ON THE PHONE TO INFORM
ME OF THE CHANGE. THEY SENT ME A BILL
GOING BACK TO SEPTEMBER 1993.
WHAT DID DUGNESNE LIGHT WAIT SO LONG
TO INFORM ME OF THE CHANGE OF LAW
I WAS OUT OF THE COUNTRY. I HAD TO GO TO
IRELAND TO TAKE CARE OF MY MOTHER AS SHE
WAS VERY ILL. I DID NOT KNOW A LAW CAME

(If you need more space use additional paper and attach to this form).

4. What do you want the Public Utility Commission to do about your complaint?

I THINK THE P.U.C. COMMISSIONER SHOULD HELP ME OUT. DUGNESE LIGHT WAITED 10 MONTHS TO INFORM ME ABOUT THE CHANGE OF LAW. ENCLOSED COPY OF LETTER THAT WAS SENT TO ME BY DUGNESE LIGHT. I DIDNT KNOW ABOUT THE CHANGE OF LAW AS I WAS IN IRELAND MY MOTHER WAS VERY ILL AND SHE DIED OCTOBER 8 1993 ENCLOSED MEMORIAL CARD ALSO COPY OF HER DEATH NOTICE IN THE IRISH PAPERS. I HAD ENOUGH SORROW I DONT NEED THIS TROUBLE TOO. I ALREADY GOT THE WIRING CHANGED AND SEPARATE METERS. I SHOULD HAVE ONLY TO PAY LIGHT BILL FROM MAY 16 TILL WIRING WAS CHANGED

(If you need more space use additional paper and attach to this form).

5. You must sign and date your complaint.

The information I have placed on this form is true and correct to the best of my knowledge. I understand that I could be punished under Pennsylvania State Law if I purposely give false information.

Sarah Divilly

August 15 1994

Signature of complaining person or officer
(if customer is a corporation, trust or association) or
member (if customer is a partnership)

Date Signed

6. If you are represented by a lawyer you must provide your lawyer's name, address and telephone number.

Lawyer's Name _____

Street _____

City _____ State _____ Zip _____

Telephone Number-Area Code () _____

DIVILLY, Shannaughmore, Glenamaddy and Killure Castle, Ahascragh — The family of the late Katie Divilly, wish to thank those who sympathised with them on their recent sad bereavement; those who called to the house, attended removal of remains, funeral Mass and burial, all who travelled long distances, those who sent Mass Cards, wreaths, tele-massages and letters of sympathy. A special word of thanks to the clergy, Fr. Hayes, C.C., Ballymo, who administered the Last Rites; Fr. Goaley, P.P., who concelebrated the Mass, assisted by Fr. Glynn, A.P., Glenamaddy, Fr. Naughton, P.P., Killure; Fr. Cox, P.P., Ballintubber, Co. Roscommon; the doctors and nursing staff of Portuncula Hospital, Nurse Donnellan, Geraldine Leonard, Killure, Nurse Kneatsey and nursing colleagues Ballintubber, Dr. Bulger, Ballinasloe, Dr. Kelly, Castleroa, local politicians who attended, the undertaker Eamon Phelan, all who helped, the gravediggers, Mass servers, organist and choir, our kind neighbours and friends who helped in every way. The Holy Sacrifice of the Mass has been offered for your special intentions.



Sacred Heart of Jesus
have mercy on the soul of
KATIE DIVILLY

SHANNAUGHMORE,
GLENAMADDY, CO. GALWAY.
Who died on 8th October, 1993.
Rest in Peace.

Fold her O Jesus in Thine arms
and let her henceforth be
a messenger of love between
our human hearts and Thee.

The Memorare

Remember O Most gracious Virgin Mary,
that never was it known that anyone that
fled to Thy Protection, implored Thy help, or
sought Thy intercession, was left unaided.
Inspired with this confidence I fly unto
Thee, O Virgin of Virgins my Mother; to
Thee I come; before Thee I stand; sinful and
sorrowful O Mother of the Word incarnate
despise not my petitions, but in Thy
clemency hear and answer me. Amen.

- † -

You can only have one mother,
Patient, kind and true,
No other friend in all the world,
Will be the same to you.
When other friends forsake you,
To mother you will return,
For all her loving kindness,
She asks nothing in return,
As we look upon her picture,
Sweet memories we recall,
Of a face so full of sunshine,
And a smile for one and all,
Sweet Jesus take this message,
To our dear mother up above,
Tell her how we miss her,
And give her all our love.

- † -

Your life was love and labour,
Your love for your family true;
You did your best for all of us,
We will always remember you.

C-946235
110150

00/3868
closed by
Rente

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

SEP 20 1994

BUREAU OF CONSUMER SERVICES
DIVISION OF FIELD SERVICES

506 Stratmore Ave
Pittsburgh Pa
15205

RECEIVED

SEP 20 1994

Dear Sir or Madam,

PUBLIC UTILITY COMMISSION
SECRETARY BUREAU

I do hope you are well. I am enclosing papers to be honest with you, I did not know of any change in law as I was over in Ireland for 6 months as my Mother was very sick and she died October 8 1993

I really did not need these extra problems as I have not been feeling good.

The P.U.C. should help me out with this utility problem as it is very un-fair and un-reasonable. I should have to pay from when they called me of the change in law. I hope you can help me out with this problem.

If the P.U.C. don't help me, I will write to Governor Casey, I know he will help me out as I met **DOCKETED** Pittsburgh a few times.

Thanking you
DOCUMENT all the Best
FOLDER

SEP 28 1994

Sincerely Sarah D. Wilby 83

1327 JEFFERS ST

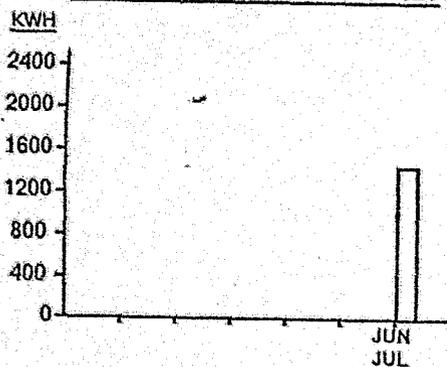
RATE (RS) - RESIDENTIAL SERVICE

Please use your ac. 2000802460001 when writing.

YOUR COMPARATIVE USAGE DATA

	JUL '94
AVG. KWH PER DAY	24
AVG. TEMPERATURE(°F)	74
YTD USAGE(KWH)	6,648

ELECTRIC USAGE BI-MONTHLY



■ - PRIOR 12 MOS. □ - LATEST 12 MOS.

METER READING INFORMATION

PRESENT JUL 19, 1994 - ACTUAL READING	3179
PRIOR JUN 20, 1994 - ACTUAL READING	3121
DIFFERENCE	58
YOUR METER MULTIPLIER	x 12
TOTAL KWH USED	696

PRIOR BILLING INFORMATION

AMOUNT OF LAST BILL	837.39
PAYMENT RECEIVED JUL 18 - Thank You	-260.00
AMOUNT YOU OWE FROM YOUR LAST BILL	\$577.39

CURRENT CHARGES

BASIC SERVICE	6.42
USE: 696 KWH @ 11.740¢	81.71
ENERGY COST RATE @ 0.2415¢/KWH EACH KWH	-1.68
PENNSYLVANIA TAX ADJUSTMENT	3.07
SALES TAX	6.07
CURRENT BILLING CHARGES	\$92.59

TOTAL ACCOUNT BALANCE \$669.98

Approximately 16.8% of your bill is for Federal, State, and Local taxes. This includes a Gross Receipts Tax of \$3.81

You may pay the "Total Amount Due" or join our budget plan by paying the "Budget Amount."

Your average daily cost for electric service is \$3.19
Electric energy is a good value.

Please donate to the Dollar Energy Fund to help people without heat or light by adding \$1 to either of the amounts shown below.

Estimated Pa. State Taxes Included in this billing.
\$12.30

After Aug 09, 1994 a Late Payment Charge of 1.25% per month as shown below will be added to your balance.
\$8.37

PAYMENT DUE	BUDGET AMOUNT	AMOUNT DUE
AUG 09, 1994	\$664.00 OR	\$769.98

Allegheny Light Company

Oxford Centre • 301 Grant Street • Pittsburgh, PA 15279-0001



**PENNSYLVANIA - AMERICAN
WATER COMPANY**
410 COOKE LANE
PITTSBURGH PA 15234-1414

ACCOUNT NUMBER
700-01533045-13

AMOUNT DUE ▶ \$257.78
DUE DATE ▶ 09/21/94

Sarah Divilly
506 Stratmore Avenue
Pittsburgh, PA 15205

PA-AMERICAN WATER CO.
P.O. BOX 371412
PITTSBURGH PA 15250-7412

Service Address: 1327 Jeffers Street

Please make checks payable to
and indicate account no. on check.

PAWC

Class: Commercial

Bill Date 08/26/94

Check here if address or telephone
number has changed. See reverse side.

RETURN THIS PORTION WITH PAYMENT.

BILLING PERIOD	Reading	Usage	# of Days	
09/04/93 to 10/04/93	3581 A	5100	30	\$ 18.74
To 11/03/93	3620 A	3900	30	15.14
To 12/07/93	3684 A	6400	34	22.64
To 01/10/94	3763 A	7900	34	27.46
To 02/03/94	3817 PA	5400	24 P	19.71
To 03/07/94	3897 A	8000	32	28.54
To 04/08/94	3965 A	6800	32	24.80
To 05/05/94	4016 A	5100	27	19.49
To 06/06/94	4080 A	6400	32	23.55
To 07/06/94	4169 A	8900	30	31.35
To 08/04/94	4242 A	7300	29	26.36

Meter # 5/8"N 23793
Gallons used 71,200

Breakdown of Charges-City Rates

Usage	PAWC	City Adj.	City
71,200	\$339.62	(\$81.84)	\$257.78

Make-Up Bill Per PUC Decision

Total Amount Due \$257.78

**PENNSYLVANIA - AMERICAN
WATER COMPANY**
410 COOKE LANE
PITTSBURGH PA 15234-1414

SERVICE TO: 1327 Jeffers Street
Pittsburgh, PA 15204

Account No. 700-01533045-13

MESSAGES TO YOU FROM PENNSYLVANIA - AMERICAN
For business or questions about your bill call 412-344-4400
In an emergency call 412-343-0200

penalty of 1.50% will be added to your unpaid balance after
due date. - Denotes a credit balance...do not pay credit

would like to discuss this adjustment or enter into a
agreement. please call our office at the above number.

Dwelling Lease

Date of this Agreement September 15, 1991
 Name of Lessor Sarah Divilly
 Name of Tenant Scott Deer (Single)
 Name of Realtor Sheraden Realty (Rental Collection only)
 The Lessor hereby leases to tenant the premises hereinafter described: All that certain three (3) rooms and bath on first floor (off street parking) wall/wall carpeting, blinds, Ref. & Stove (Upkeep is tenant's responsibility). Laundry hookup in basement. Property Address known as: 1327 Jeffers Street, Pittsburgh, Pa. 15204
 TENANT: To pay half of all utilities, Gas, Electric, water & sewage. (To make arrangement with 2nd floor tenant)
 TENANT: Security deposit - \$250.00 (to be held by Sheraden Realty) Cannot be used for last month's rent.
 NO PETS PERMITTED
 Premises to be used only as Single occupant only
 Term of Lease One year See item #26 below
 Term begins on September 15, 1991
 Term ends at Midnight August 31, 1992

The Tenant above named covenants to pay to the Lessor above named in consideration for the herein described premises a total rent of THREE THOUSAND (\$3,000.00) Dollars, payable in monthly installments at the office of the Realtor, without demand in advance from the beginning of the term, that is to say, the sum of TWO HUNDRED SEVENTY-FIVE (\$275.00) monthly SEE ITEM # 24 below

and an equal sum on the first day of each succeeding month in advance thereafter during the term of this lease, or any renewal thereof, until the whole of said rent is paid.

Further in consideration of this lease the Tenant covenants and agrees:
 1. PAYMENT OF RENT: To pay each installment of rent punctually as it shall become due. If Tenant shall fail to perform any of his agreements herein, the rent for the entire balance of the term shall, at the option of the Lessor, become due and payable and the Lessor may exercise any of the remedies herein provided for.

2. WATER RENT: To pay as additional rent for all water assessed against the within described premises, whether at flat or meter rates, or pay all over and above the minimum charge of \$ or gallons per quarter, and on failure of Tenant to pay same as soon as due, Lessor may enforce payment in the same manner as rent in arrears. Any and all sanitary sewer charge and assessment shall be paid by Tenant.

3. MAINTENANCE OF PREMISES: To maintain at his own expense the premises and every part thereof in good repair (damage by accidental fire not due to negligence of Tenant or those holding under him or on the premises under his authority and reasonable wear and tear alone excepted) including all water pipes, plumbing fixtures, etc., also the sidewalks, cellar, yard and contiguous premises to be kept safe and clean, free of ice, snow, rubbish, ashes and debris, and in such condition as may be required by the regulations of any municipal, state or governmental authority without any abatement in rental.

4. SIDEWALKS: To be solely responsible for any damage caused or for any accidents due or alleged to be due to the defective or dangerous condition of the sidewalks.

5. USE OF PREMISES: To use the premises only for the purpose above stated, and not to permit anything to be done on the premises which will be contrary to the provisions of the policies of insurance hereon or which will increase the premiums for such insurance, or be contrary to the rules and regulations of any municipal, state or governmental authority. In case the Tenant or anyone occupying the premises under him is guilty of any act which amounts to a nuisance or conducts himself in violation of any ordinance or police regulation or performs any act which results in damage or destruction to the premises, then said Lessor shall have full authority to reenter and possess himself of the said premises either with or without legal process on giving five (5) days previous notice to the Tenant of his intention to do so and upon tendering repayment of any rent received on account of the unexpired term, and upon expiration of said notice and tender of repayment made as aforesaid, Lessor shall be entitled to immediate possession. As one of the considerations of this letting, Tenant agrees that Lessor shall not be liable to prosecution or damages for the retaking of the premises herein under the provisions of this paragraph. Tenant shall not post bills or erect billboards or other signboards of any description upon the premises.

6. ALTERATIONS BY TENANT: Not to alter the premises in any manner except with Lessor's written consent.

7. ROOF, AERIALS, ETC.: Not to go upon the roof nor erect radio aerials, etc., thereon or permit others to do, except for the purpose of making necessary repairs to the roof under supervision of the Lessor.

8. ANIMALS: Not to keep chickens, parrots, dogs, cats or any other bird or animal on or about the premises.

9. INSPECTION BY LESSOR: To permit the Lessor or his authorized realtor to inspect the premises, to accompany or send prospective tenants or purchasers through the premises, to make repairs or improvements and to post and maintain "To Let" or "For Sale" notices thereon.

10. SALE CLAUSE: To vacate the said premises in the case of sale of same at any time upon receiving 60 days' notice to do so.

11. SUB-LETTING: Not to assign this lease or sublet the demised premises or any part thereof without Lessor's prior written consent.

12. VACATION OR REMOVAL: Not to vacate the premises during the term of this lease or any continuation thereof, nor shall Tenant remove any of his goods from the premises unless he shall first have paid the Lessor the full rent due for the balance of the term together with other charges.

13. CHARGES OTHER THAN RENT: If Tenant shall fail to pay, as above provided, for the repair and restoration of the premises, or for the removal of ashes and rubbish, or any increase in fire insurance premiums due to his occupancy, Lessor may pay for any such items and may consider the sum so paid as additional rent immediately collectible from Tenant in all respects as rent is collectible hereunder. Such payments by Lessor are herein included in the term "Other Charges."

14. REMOVAL OF GOODS: Any removal or attempt at removal of any goods or chattels from said premises by the Tenant while any portion of the rent for the full term he unpaid shall be deemed a fraudulent and clandestine removal and the whole rent for the entire term shall fall due and be collectible at once, and all goods and chattels so removed may be followed and seized for collection of the same by landlord's warrant proceedings or otherwise at any time within one year.

15. DISTRESS FOR RENT: If any monthly installment of rent or any charge included herein as rent shall remain unpaid at any time after the same is due, then all rent for the entire unexpired term of this lease shall at once become due and payable and Lessor may without demand issue forthwith a landlord's warrant and levy and distrain for such rent together with all costs and attorney's fees of upon the goods and chattels on the premises.

16. CONFESSION OF JUDGMENT: If the said Tenant shall default in the payment of any installment of rent, or of the water tax, or of any other sum provided for under this lease as the same becomes due and payable or shall remove or attempt to remove or express or declare an intention to remove any of the goods and chattels from the premises, or should an execution be issued against the Tenant, bankruptcy proceedings be begun by or against said Tenant, or an assignment be made for the benefit of the creditors, or a receiver appointed for Tenant, then and in such case the entire rent for the balance of the said term shall at once become due and payable as if by the terms of this lease it were all payable in advance. In case of such assignment, bankruptcy proceedings, appointment of a receiver, or of a sale on legal process of Tenant's goods, Lessor shall have the right to demand and receive the rent for the balance of the term, which shall be first paid out of the proceeds of such assignment, bankruptcy or receiver's proceedings or sale on legal process, any law, usage or custom to the contrary notwithstanding.

For value received and forthwith on every default of payment of rent by Tenant under this lease, or on any and every branch of covenant or agreement by Tenant under the terms of this lease, the Tenant does hereby empower any attorney of any court of record within Pennsylvania or elsewhere to appear for the Tenant and with or without declaration filed, confess judgment against the Tenant and in favor of said Lessor, his heirs, devisees, executors, administrators or assigns as of any term for the sum due by reason of said default in the payment of rent, including unpaid rent for the balance of the term if the same shall have become due and payable under the provisions herein and/or for the sum due by reason of any breach of covenant or agreement by Tenant herein, with interest, costs of suit and attorney's commissions of ten (10%) per cent for collection, and forthwith issue writ or writs of execution thereon, with release of all errors and without stay of execution, and inquisition and extension upon any levy on real estate is hereby expressly waived and condemnation agreed to, and exemption of any and all property from levy and sale by virtue of any present or future exemption law is also expressly waived by Tenant; and in case of violation of any of the covenants or agreements in this lease by the Tenant, the said Tenant further at the option of said Lessor authorizes and empowers any such attorney either in addition to or without such judgment for the amount due according to the terms of this lease, to appear for said Tenant and confess judgment forthwith against Tenant, and in favor of Lessor, in an amicable action of ejectment for the premises above described, with all the conditions, fees, releases, waivers of stay of execution and waiver of exemption to accompany said confession of judgment as herein set forth herein for confession of judgment for said sum or sums due, and authorizes the entry of such action, confession of judgment therein, and the immediate issuing of a writ of Habere Facias Possessionem with clause of Fieri Facias for the amount of such judgments and costs, without leave of court, and the Lessor may without notice reenter and expel the Tenant from the premises, and also any person holding under him or them, and in each case, this lease or a true copy thereof shall be sufficient warrant of any person.

A determination of the term or the receipt of rent after default, or after judgment, or after execution, shall not deprive the Lessor of other actions against the Tenant for possession or for rent or for damages. The Lessor may use the remedies herein given or those prescribed by law or both, and any or all such remedies may be exercised concurrently, successively, or cumulatively.

If any action against Tenant hereunder shall be discontinued, Lessor may proceed again as above provided on account of the same or of any subsequent default of Tenant.

17. SECURITY: As a security for the rent, the Tenant grants, hargains and sells to the Lessor all property of every kind on or to be brought on the premises and whenever rent or anything reserved as rent is unpaid, the Lessor may seize or distrain said property on or off the premises, and sell the same on due legal notice for all rent or other payments due as rent, expenses, etc., and for all rent not due, hold the same as security. The Tenant also waives to the Lessor the benefits of all laws now or hereafter in force in this state or elsewhere exempting the property from liability for rent.

18. REPOSSESSION: If Tenant shall fail to perform any of his agreements herein, Lessor may declare this lease to be terminated and may take possession of the premises using such force as may be necessary, including the breaking open of locked doors, and the Tenant expressly waives any right of action or claim for damages resulting therefrom.

LEASE

FROM
Sarah Divilly

TO
Scott Deer

FOR
1327 Jeffers Street
Pittsburgh, Pa. 15204

Rent, \$ 275.00 per month 19 91

Rent, \$ per 19

Rent, \$ per 19

Rent, \$ per 19

Discount, \$ 25.00 per 10th

Payable First of each month
(1/2 with 2nd floor tenant
pays water rent

Expires 19

Renewed to 19

Renewed to 19

Renewed to 19

RENTAL PAYMENT TO:

SHERADEN REALTY
3197 Chartiers Avenue
Pittsburgh, Pa. 15204
PHONE: 331-2701

Witnesses
The within named, do hereby sell, assign, transfer and set over unto heirs and assigns the within lease, subject to the terms and conditions thereof.

For Value Received,
I agree to be Ball absolute to the Lessor in the foregoing Lease, as long as the liability of the Tenant continues under said Lease, or the renewals thereof, that the covenants of the Tenant will be properly kept, and that on any default therein as to payment of rent or otherwise, immediate recourse may be had to otherwis. And agree to pay to the Lessor such sum or sums of money as will be sufficient to make up any deficiency; and fully satisfy the conditions of this agreement, without requiring any notice of non-payment or proof of demand being made. All exemption laws as to property are hereby waived.

Witnesses
hand and seal this day of A.D. 19



As to both
Sarah Divilly
WITNESSES:

1. Sarah
Owner
DIVILLY
2. Scott
Tenant
Deer
3. Scott
Tenant
Deer
4. Scott
Tenant
Deer

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this day and year first above written.

19. LIABILITY: The Lessor shall not be liable for any injury or damage to any person or to any property at any time on said premises or building from any cause whatever which may arise from the use or the conditions of said premises or building or from any other cause, rain, snow or any other cause, during said term or any part of said building, or from the plumbing or the piping of the same, or from any other place, or quarter, or from any liability whatever arising in any way out of the management by him of the property herein leased, or by reason of his acting as realtor in enforcing at law or otherwise the terms and provisions of this lease.

20. PREMISES LET IN PRESENT CONDITION: Lessor has let the premises in their present condition, and without any representation, by him or in his behalf as to their present or future condition which can affect the rights and obligations created by this agreement.
21. LEASE SUBJECT TO PARAMOUNT RIGHTS: If the within described premises are held by the Lessor above named under contract of lease, the Tenant herein shall be subject to the rights of the owner or owners of the premises and to all the terms of the lease under which the Lessor holds the same.
22. ZONING LAW: This lease is made subject to the provisions of all Governmental regulations and municipal laws and ordinances now in force or hereinafter enacted.
23. EXPIRATION NOTICE: The Tenant expressly waives to the Lessor the benefits of the Acts of Assembly of Pennsylvania requiring thirty (30) days' notice, or three (3) months' notice to vacate the premises upon the expiration of the term, and agrees to vacate at the end of the term without notice.
24. DISCOUNT: The Lessor agrees to allow the Tenant a discount of \$ 25.00 on each month's installment of rent, if paid within 10 days after it is due and payable, provided, however, that the installments of rent shall become due and payable on the day of each month and it is expressly understood and agreed, however, that the installments of rent shall be paid on or before the day when due and that all the terms, conditions, and provisions of the lease shall be and remain unchanged and unimpaired with the same force and effect as if the provisions for allowance of a discount were not contained and embodied in the lease.
25. HOLDING OVER: If Tenant shall continue in possession after the term of this lease or of any extension of the lease, without mention of the terms on which the premises are to be held, or if there is a holding over after the expiration of the term with the consent of the Lessor, then the lease shall be renewed with all of its covenants for the term of one (1) year only from the expiration of the term and so on for every year thereafter during which such tenancy shall be continued or holding over take place.
26. LESSOR'S AND TENANT'S ASSIGNMENT: All words herein which refer to Lessor or Tenant shall be considered of the number and gender required. The word Lessor shall include the heirs, executors, administrators, and assigns of the said Lessor and the word Tenant shall include the heirs, executors, administrators, and assigns of the said Tenant. All words herein which refer to Lessor or Tenant shall be considered of the number and gender required and delivered by both parties.
It is expressly understood that there shall be no binding contract, promise, or agreement relating to said premises until this lease has been duly executed and delivered by both parties.

27. TENANT'S RESPONSIBILITY: The Tenant shall be responsible for keeping side yard (lower) and front yard free of weeds, cut grass, ice and snow in winter (walks and steps).
28. TENANT'S OBLIGATION: To secure own contents insurance.

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

September 28, 1994

C-00946235

Duquesne Light Co.
Mr. Wesley W. Von Schack
President
One Oxford Centre, 301 Grant St.
Pittsburgh, PA 15279

DOCUMENT
FOLDER

Dear Mr. Von Schack:

A complaint has been filed against you before the Pennsylvania Public Utility Commission by Sarah Divilly. To defend yourself against the claims stated in the following pages, you must act within twenty (20) days, by filing in writing with the Commission, either personally or through your attorney, your defenses or objections to the claims stated against you. Or, you may satisfy the complaint by settling the matter with the Complainant and submitting proof of settlement to the Commission within twenty (20) days.

IF YOU FAIL TO RESPOND WITHIN TWENTY (20) DAYS THE CASE MAY GO FORWARD IN YOUR ABSENCE AND A JUDGMENT MAY BE ENTERED AGAINST YOU BY THE COMMISSION WITHOUT FURTHER NOTICE.

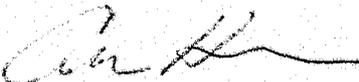
FOR A CUSTOMER OF A UTILITY A PAYMENT SCHEDULE MAY BE PRESCRIBED OR A TERMINATION OF UTILITY SERVICES MAY BE AUTHORIZED. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

Detailed instructions on how to proceed are contained in the attached pages. You are advised to read them carefully.

Unless you are a corporation or other organization, you may proceed without a lawyer. However, if you want a lawyer and do not have one or cannot afford one, the office listed below can tell you where you can get legal help:

Pennsylvania Lawyer Referral Service
Pennsylvania Bar Association
P.O. 186
Harrisburg, Pennsylvania 17108
(800) 692-7375

Very truly yours,



for John G. Alford
Secretary

amh

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

September 28, 1994

Sarah Divilly
Complainant :
 :
 V. : Complaint Docket
 : No. C-00946235
Duquesne Light Co. :
Respondent :

DOCKETED
SEP 28 1994

FORMAL COMPLAINT
NOTICE TO RESPONDENT
TO ANSWER OR SATISFY

DOCUMENT
FOLDER

TO: Duquesne Light Co.

TAKE NOTICE:

That a complaint in the above entitled matter, of which the attached is a true and correct copy, has been presented and filed of record with the Pennsylvania Public Utility Commission. Section 702 of the Public Utility Code, 66 Pa. C.S. Section 702, requires the Commission to serve on each party named in a complaint a copy of the complaint and notice calling upon each party to satisfy the complaint, or to answer the same in writing within a specified time; THEREFORE,

1. You have twenty (20) days from the date on which this complaint is served to either satisfy this complaint or to file with the Secretary of the Pennsylvania Public Utility Commission, P. O. Box 3265, Harrisburg, PA 17120, an answer (original and two copies), in writing, under oath, which, as required by Section 5.61 of the Commission's Rules of Practice and Procedure, 52 Pa. Code Section 5.61, either affirms or specifically denies the allegations in this complaint. You must also serve a copy of the answer upon the complainant. The date of service is the mailing date as indicated by the date at the top of this Notice. Section 1.56(a) of the Commission's Rules of Practice and Procedure, 52 Pa. Code

Section 1.56(a).

2. If you fail to either satisfy this complaint or to file answer or other responsive pleading within twenty (20) days, you will be deemed to have admitted all the allegations in this complaint in accordance with Section 5.61 of the Commission's Rules of Administrative Practice and Procedure, 52 Pa. Code Section 5.61. In that event, the Commission may, without hearing, enter an order which either revokes or suspends any certificate or permit held by you or which imposes a fine or any other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C.S. Section 101, et seq.; and, if you are a customer of a utility, an order may be entered which prescribes a payment schedule or which authorizes termination of utility services. The Commission is not limited to the relief sought by the complainant in paragraph 4 of the attached complaint.

3. If you elect to satisfy this complaint you must file, within twenty (20) days from the date on which this complaint is served, affidavits executed by each complainant that this complaint has been satisfied. Such affidavits must describe the basis on which this complaint was satisfied; any settlement agreement between the parties must be reduced to writing and attached to the affidavit. Such affidavits are to be filed with the Secretary of the Commission at the address set forth in paragraph 1. Upon receipt of affidavits of satisfaction from all complainants, this complaint may be dismissed by the Commission in accordance with Section 703(a) of the Public Utility Code, 66 Pa. C.S. Section 703(a), unless the Commission determines that such dismissal would be contrary to the public interest, in which event the Commission may direct that hearings be held upon the complaint.

4. If you file an answer which admits the allegations in this complaint, or which fails to specifically deny the allegations in this complaint, the Commission may, without hearing, enter an order which either revokes or suspends any certificate held by you or which imposes a fine or any other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C. S. Section 101, et seq.; and, if you are a customer of a utility, an order may be entered which prescribes a payment schedule or which authorizes termination of utility services. The Commission is not limited to the relief sought by the complainant in paragraph 4 of the attached complaint.

5. If you file a timely answer which specifically denies the allegations in this complaint, or which raises material questions of law or fact, this matter shall be referred to the Office of Administrative Law Judge for hearing and decision. If, after hearing on the issues raised by that answer, you are found to have committed any of the violations alleged in the complaint, the Administrative Law Judge may render a decision which either revokes

or suspends any certificate or permit held by you or which imposes a fine or any other appropriate penalty or remedy authorized by the Public Utility Code, 66 Pa. C. S. Section 101, et seq.; and, if you are a customer of a utility, an order may be entered which prescribes a payment schedule or which authorizes termination of utility services. In the imposition of a penalty after a hearing the Administrative Law Judge is not bound by the relief sought by the complainant in paragraph 4 of the attached complaint.

A handwritten signature in cursive script, appearing to read "John G. Alford".

John G. Alford
Secretary

(SEAL)

Certified Mail
Return Receipt Requested



ORIGINAL

Duquesne Light Company

Legal Unit
One Oxford Centre
301 Grant Street
Pittsburgh, Pennsylvania 15279
(412) 393-6000
FAX: (412) 393-6645

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OCT 21 1994

PUBLIC UTILITY COMMISSION
SECRETARY BUREAU

Writer's DIRECT DIAL Number:
(412) 393-4107

October 21, 1994

Certificate of Mailing

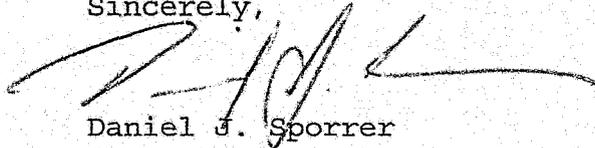
Mr. John G. Alford, Secretary
Pennsylvania Public Utility Commission
North Office Building
New Filing Section, Room B-20
P. O. Box 3265
Harrisburg, PA 17105-3265

Re: Sarah Divilly v. Duquesne Light Company
Docket No. C-00946235

Dear Mr. Alford:

Enclosed for filing in the above-referenced matter are an original and two copies of the Answer of Duquesne Light Company. A copy of this Answer has been served upon the Complainant in accordance with Commission rules.

Sincerely,



Daniel J. Sporrer

DJS/rms:053

Enclosures (3)

c: Sarah Divilly (w/enclosures)

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OCT 21 1994

Before the
PENNSYLVANIA PUBLIC UTILITY COMMISSION

PUBLIC UTILITY COMMISSION
SECRETARY BUREAU

SARAH DIVILLY,)
)
 Complainant,)
)
 vs.)
)
 DUQUESNE LIGHT COMPANY,)
)
 Respondent.)

Docket No. C-00946235

ANSWER OF DUQUESNE LIGHT COMPANY

TO THE HONORABLE COMMISSION:

AND NOW, this 21st day of October, 1994, comes the Respondent, Duquesne Light Company ("Duquesne"), by and through its attorney, Daniel J. Sporrer, and files the within Answer of which the following is a statement:

- 1. Admitted.
- 2. Admitted.
- 3. Admitted in part and denied in part.

It is admitted that Duquesne advised Complainant that the electric service account for 1327 Jeffers Street, Pittsburgh, Pennsylvania 15204, ("Complainant's rental property") was being transferred to Complainant's name.

Complainant's statement that "[t]hey should have put the light bill in my name starting May 16, 1994" is a legal conclusion

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to which no response is required. To the extent that statement is deemed to set forth a factual averment, it is denied.

It is admitted that Duquesne billed Complainant for electric service provided to Complainant's rental property from September 1993 until August 5, 1994.

Complainant's question as to "[w]hy did Duquesne Light wait[ed] so long to inform me of the change of law" does not constitute a factual averment and therefore no response is required. To the extent Complainant's question is deemed to set forth a factual averment, it is denied that Duquesne was under any duty to inform Complainant of any of her legal duties.

After reasonable investigation, Duquesne is without sufficient information to form a belief as to the veracity of Complainant's averments that she was out of the country, that she went to Ireland or that she was caring for her mother, and those same averments are therefore denied.

4. Because this is a prayer for relief no response is required. To the extent that this paragraph is deemed to set forth factual averments, it is denied that Duquesne "waited 10 months to inform [Complainant] about the change of law."

It is admitted that the bill attached to Complainant's Complaint was sent to her by Duquesne.

After reasonable investigation, Duquesne is without information sufficient to form a belief as to the veracity of Complainant's averments regarding her trip to Ireland, her visit with her mother, her mother's state of health, the death of her

mother, and/or Complainant's emotional state and these same averments are therefore denied.

It is admitted that in or around July of 1994 Complainant effected the installation of separate electric service meters for each of the two individual dwelling units at Complainant's rental property.

Complainant's statement that "[she] should have only to pay light bill from May 16 till wiring was changed" is both a conclusion of law and a request for relief to which no answer is required. To the extent that this statement is deemed to set forth averments of fact, those same averments are denied.

By way of further response, Duquesne hereby incorporates by reference the response set forth in paragraph 3, above, as though the same were set forth more fully herein.

WHEREFORE, Duquesne prays that after reasonable investigation and hearing the Complaint be dismissed.

New Matter

6. Paragraphs 1 through 4 above are hereby incorporated by reference as though the same were set forth more fully herein.

7. Complainant's rental property contains two separate residential dwelling units.

8. On or about April 26, 1994, Duquesne received a telephone call from the tenant, Scott Deer, a Duquesne residential

customer, occupying the dwelling unit located on the first floor of Complainant's rental property ("first floor Tenant").

9. In that call, the first floor Tenant indicated that electric service to both dwelling units in Complainant's rental property was provided through only one electric meter.

10. On or about April 27, 1994, a visual inspection of Complainant's rental property confirmed that both dwelling units received electric service through only one electric meter.

11. After several attempts to contact Complainant by telephone failed, Duquesne notified Complainant, by a letter dated May 16, 1994, that:

- a. both residential properties were receiving electric service through only one electric meter;
- b. under certain provisions contained in a new Pennsylvania law, Act 54, Duquesne was under a duty to list the electric service account for Complainant's rental property in Complainant's name;
- c. Complainant was responsible for payment for electric service at Complainant's rental property from September 1, 1993, the effective date of Act 54, until such time that each dwelling unit at Complainant's rental property was separately metered; and
- d. that Complainant would not be responsible for an electric service account at Complainant's

rental property once the dwelling units were individually metered.

12. On or about May 18, 1994, Duquesne placed the electric service account for Complainant's rental property in Complainant's name and transferred the account balance accrued on the first floor Tenant's electric service account, \$652.34, to Complainant's rental property account.

13. On or about August 5, 1994, Duquesne confirmed that Complainant had installed individual electric meters for each of the dwelling units on Complainant's rental property.

14. On or about August 5, 1994, the electric service account for the first floor dwelling unit at Complainant's rental property was transferred back into the first floor Tenant's name.

15. Duquesne's above-described actions were in strict conformance with the provisions contained in Act 54, specifically those provisions codified at 66 Pa. C.S.A. §1529.1.

WHEREFORE, Duquesne prays that after reasonable investigation and hearing the Complaint be dismissed.

Respectfully submitted,

DUQUESNE LIGHT COMPANY

By Counsel:



Daniel J. Sporrer
One Oxford Centre, 17-4
301 Grant Street
Pittsburgh, PA 15279
(412) 393-4107
FAX (412) 393-6645

Before the
PENNSYLVANIA PUBLIC UTILITY COMMISSION

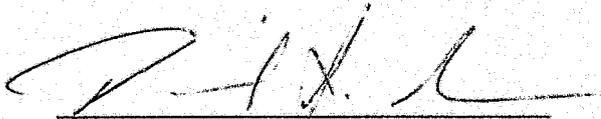
SARAH DIVILLY,)
)
 Complainant,)
)
 vs.) Docket No. C-00946235
)
 DUQUESNE LIGHT COMPANY,)
)
 Respondent.)

CERTIFICATE OF SERVICE

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

Sarah Divilly
506 Stratmore Ave.
Pittsburgh, PA 15205

Dated this 21st day of October, 1994.



Daniel J. Sporrer
Counsel for:
Duquesne Light Company
One Oxford Centre, 17-4
301 Grant Street
Pittsburgh, PA 15279
(412) 393-4107
FAX (412) 393-6645

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265
November 9, 1994

In Re: C-00946235

(See attached list)

Sarah Divilly v. Duquesne Light Company

Billing Dispute.

HEARING NOTICE

This is to inform you that a hearing on the above-captioned case will be held as follows:

TYPE: Initial
DATE: Monday, December 12, 1994
TIME: 10:00 a.m.
LOCATION: 11th Floor Hearing Room
Pittsburgh State Office Building
300 Liberty Avenue
Pittsburgh, Pennsylvania

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PRESIDING OFFICER: Administrative Law Judge Fred R. Nene
1103 Pittsburgh State Office Building
300 Liberty Avenue
Pittsburgh, PA 15222
Telephone: (412) 565-3550

If you intend to file exhibits, please be advised that two copies of all hearing exhibits to be presented into evidence must be submitted to the Reporter and an additional copy should be furnished to the presiding officer and each party of record.

ATTENTION CUSTOMER: YOU MAY LOSE THE CASE IF YOU DO NOT COME TO THIS HEARING AND PRESENT FACTS ON THE ISSUES RAISED IN YOUR COMPLAINT.

If you are a person with a disability, and you wish to attend the hearing, we may be able to make arrangements for your special needs. Please call Norma Lewis at the Public Utility Commission:

- Scheduling Office: 717-787-1399
- AT&T Relay Service number for persons who are deaf or hearing impaired: 1-800-654-5988.

APPEARANCE SHEET

ALJ HEARING REPORT

TAF

Docket No. C-00946235

Case Name Sarah Divilly v. Duquense Light

Company _____

Location Pittsburgh

Date December 12, 1994

ALJ Nene

Reporting Firm SARGENT'S REPORTING

CHECK THOSE BLOCKS WHICH APPLY:

Prehearing held YES NO

Hearing held YES NO

Testimony taken YES NO

Hearing concluded YES NO

Further hearing needed YES NO

Estimated add'l days _____

RECORD CLOSED YES NO

Briefs to be Filed YES NO

BENCH DECISION YES NO

DATE Jan 12, 1995

DATE _____

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DEC 13 1994

OFFICE OF C.A.L.J
PUBLIC UTILITY COMMISSION

REMARKS:

RECEIVED

DEC 15 1994

OFFICE OF ALJ/PA PUC
ELIZABETH L. PLANTZ

NAMES, ADDRESSES AND TELEPHONE NUMBERS OF PARTIES OR COUNSEL OF RECORD
PLEASE PRINT CLEARLY

INCOMPLETE INFORMATION MAY RESULT IN DELAY OF PROCESS

NAME and TELEPHONE NUMBER	ADDRESS	APPEARING FOR
* REGINA M. SESTAK Telephone No. (412) 393-4113	DUQUESNE LIGHT CO. ONE OXFORD CENTRE (17-4) 301 GRANT ST. City Pittsburgh PA State PA Zip 15279	DUQUESNE LIGHT Co.
* SARAH DIVILLY 412 921-2714 Telephone No.	500 STRATMORE AVE PITTSBURGH PA 15205 City Pittsburgh PA State PA Zip 15205	DOCUMENT FOLDER
DOCKETED DEC 19 1994 Telephone No.	City _____ State _____ Zip _____	

CHECK THIS BOX IF ADDITIONAL PARTIES

OR COUNSEL OF RECORD APPEAR ON BACK.

Sharon Caputo
REPORTER