



ARCHITECTURE-ENGINEERING
CONSTRUCTION MANAGEMENT

January 11, 2023

VIA ELECTRONIC MAIL

DATE OF DEPOSIT

JAN 12 2023

PA PUBLIC UTILITY COMMISSION
SECRETARYS BUREAU

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd 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 RESPONSE TO MOTION FOR PARTIAL JUDGMENT ON THE PLEADINGS OF DUQUESNE LIGHT COMPANY to the referenced Complainant. A copy has been served on the Respondent in accordance with the attached Certificate of Service.

Should you have any questions or concerns, please don't hesitate to contact me.

Service Never Ends

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

Frank J. Cservak Jr., PE
Founder / Sole Proprietor
CM Services
174 Barberry Road
Sewickley Heights, PA 15143
FCservak@C-MServices.com
O: 412-281-5050
M: 412-427-4385

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

FRANK J. CSERVAK, Jr., P.E.	:	
	:	
Complainant,	:	
	:	
vs.	:	Docket No. C-2022-3036252
	:	
DUQUESNE LIGHT COMPANY,	:	
	:	
Respondent.	:	

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

DATE OF DEPOSIT

Before
Conrad A Johnson
Administrative Law Judge

JAN 12 2023
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Complainant files its Response to Motion for Partial Judgment on the Pleadings of Duquesne Light Company stating as follows:

Pursuant to 52 PaCode § 5.102, Duquesne Light Company ("DLCo" or "Company"), by and through its attorneys Stevens & Lee, filed a Motion requesting partial dismissal of the Formal Complaint of Frank J. Cservak, Jr. P.E. ("Complainant"). As set forth below, the Complaint raises several issues that were not previously addressed, considered, nor resolved by the Commission in a competent manner in a prior formal complaint filed by Cservak in 2020 at Docket No. F-2020-3019005 ("2020 Complaint"), due to the fact that NONE of the Complainant's evidence was available to the Court and Judge Conrad A. Johnson at the time of the Telephonic Hearing held July 9, 2020. This lack of evidence, described in the Transcript of the Hearing and in the Complainant's INITIAL DECISION - EXCEPTIONS, clearly and succinctly

address the procedural mistakes made and disinformation produced in the Hearing by DLCo and the Commission. Those claims remain unaddressed and unresolved by the Court, and should not be barred by the doctrine of res judicata.

BACKGROUND

1. On October 19, 2022, DLCo was served with a copy of the formal complaint (the 2022 Complaint) that the complainant filed with the Pennsylvania Public Utility Commission (the PUC) against DLCo. a copy of Complainant's Complaint is attached hereto as Exhibit A.

2. DLCo States: 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. "DLCo has already shut off my service for an 8 month period due to non-Payment of my bills and they are threatening termination again".

RESPONSE: The 2020 formal Complaint was filed before Cservak's Service was terminated in March of 2020 and was not properly addressed at the Hearing due to the fact that Cservak's evidence was not present at the Hearing. See Transcript of the Hearing.

By way of further explanation, Paragraph 4 of the 2022 complaint addresses the placement of DLCo's fraudulent charges totalling \$3800+ (Amount Due) on Cservak's Billing Statement in August 2022. Cservak's statement that DLCo is threatening termination again over non-payment is accurate.

- b. "Incorrect and fraudulent charges were added to my (2) Accounts in Feb 2020..."

RESPONSE: The incorrect and fraudulent charges which appeared on Cservak's Billing Statement in August 2022 are the result of the DLCo Hit Squad who visited the property on February 13, 2020, changed the meter again (deleting the Solar Credits on the account); performed a "safety inspection" (all was OK); and added 800 kwh by means of an "Estimated" bill (\$3800±) putting Cservak's Billing Statement in the rears by that amount. Cservak's electrical service was terminated Mar 3, 2020 after a 10-Day Shut Off Notice was served on him due to non-payment of his bill. The actions and activities of the DLCo Hit Squad are well documented however, as with all of Cservak's evidence, none was available to Judge Johnson at the time of the Hearing.

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

4. On November 24, 2022 DLCo filed an Answer and New Matter (the "Answer") with a notice to plead.

5. In its Answer, DLCo admitted that it terminated the Complainant's service on March 2, 2020 for unlawful meter tampering.

RESPONSE: DENIED. The Complainant's service was terminated in 2020 due to non-payment of his bill. Cservak never "tampered" with a meter, however at the Hearing, DLCo was able to obtain a Partial Judgment on the meter tampering issue when Cservak was told by Judge Johnson's Clerk to address the Motion with the Judge at the Hearing rather than address it in writing. By way of further response, Cservak was ordered to submit all of his evidence to Judge Johnson's Clerk (NM) due to the

fact that Cservak's evidence was deleted from the E-File System (in Feb 2020), which he did. That same evidence was unavailable to the Judge at the time of the Hearing. See the Exceptions.

By way of further Answer, DLCo 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 Complaint proceeding, the Commission concluded that DLCo had a valid basis for the 2020 Termination. See *Cservak v. Duquesne Light Company*, Docket No. F-2020-3019005 (Opinion and Order entered June 16, 2022).

RESPONSE: DENIED. The subject of Complainant's 2020 Complaint and that pursuant to the Commission's Opinion and Order dated June 16, 2022 in the Complaint proceeding is now the PETITION FOR REVIEW OF THE PENNSYLVANIA PUBLIC UTILITY COMMISSION'S OPINION AND ORDER DENYING PETITIONER'S EXCEPTIONS AND DISMISSING PETITIONER'S COMPLAINT DATED JUNE 16, 2022. Exhibit B

DLCo also admitted that on October 10, 2022 the Company issued a 10-day termination notice to Cservak 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 Mater, § 4(a).

RESPONSE: The incorrect and fraudulent charges which appeared on Cservak's Billing Statement in August 2022 are the result of the DLCo Hit Squad who visited the property on February 13, 2020, changed the meter again (deleting the Solar Credits on the account); performed a "safety inspection" (all was OK); and added 800 kwh by means of an "Estimated" bill (\$3800±) putting Cservak's Billing Statement in the rears by that amount.

DLCo again threatened to terminate Cservak's electrical service in August 2022 by making that amount Due and after a 10-Day Shut Off Notice was served on him due to non-payment of his bill, just as DLCo had done in Feb 2020 which DLCo executed and kept Cservak's power out for six months.

6. In its answer, DLCo 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 this request but denied that the Complainant's account was being charged a "wrong rate". DLCo further explained that the Complainant's account is correctly classified as a commercial account in accordance with DLCo's Commission-approved tariff, because more than 25% of the premises' monthly electrical consumption to commercial use. See Answer and New Matter, Para 4(b).

RESPONSE: DENIED. DLCo's changing the Rate from Residential Rider 21, which it had been since 2015, is in direct violation of Judge Johnson's instructions at the 2020 Hearing when he verified with DLCo that when the service was restored it would be at the Residential Rate. See Hearing Transcript, Pages 291-292.

7. In its Answer, DLCO denied that any of the Complainant's "Solar Credits" were deleted. DLCo further explained that the Net Metering Credits in the Complainant's two accounts were converted to cash and refunded to him by check in September 2021 after the 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 Para 4(c).

RESPONSE: Solar Credits were deleted from Cservak's accounts starting in 2018 at least 5 times when DLCo changed the Meters and remain unaddressed, not considered and unresolved by either Judge Johnson's Hearing or Gladys Brown Dutrieuille's OPINION AND ORDER Dtd. June 16, 2022. The subject of Complainant's 2020 Complaint and that pursuant to the Commission's Opinion and Order dated June 16, 2022 in the Complaint proceeding is now the PETITION FOR REVIEW OF THE

PENNSYLVANIA PUBLIC UTILITY COMMISSION'S OPINION AND ORDER DENYING PETITIONER'S
EXCEPTIONS AND DISMISSING PETITIONER'S COMPLAINT DATED JUNE 16, 2022. Exhibit B

8. In its New Matter, DLCo averred that to the extent the Complaint makes allegations regarding DLCo charges of 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 Complaint case See Answer and New Matter, Para. 11.

RESPONSE: DENIED. DLCo's fraudulent charges and balances that appeared on Cservak's account(s) as of April 5, 2021 remain unaddressed, not considered and unresolved by either Judge Johnson's Hearing or Gladys Brown Dutrieuille's OPINION AND ORDER Dtd. June 16, 2022. The subject of Complainant's 2020 Complaint and that pursuant to the Commission's Opinion and Order dated June 16, 2022 in the Complaint proceeding is now the PETITION FOR REVIEW OF THE PENNSYLVANIA PUBLIC UTILITY COMMISSION'S OPINION AND ORDER DENYING PETITIONER'S EXCEPTIONS AND DISMISSING PETITIONER'S COMPLAINT DATED JUNE 16, 2022. Exhibit B

9. In its New Matter, DLCo 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, 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, Para 12.

RESPONSE: DENIED: The Complainant's service was terminated in 2020 due to non-payment of his bill. Cservak never "tampered" with a meter, however at the Hearing, DLCo was able to obtain a Partial Judgment on the meter tampering issue when Cservak was told by Judge Johnson's Clerk to address the Motion with the Judge at the Hearing rather than address it in writing. By way of further

response, Cservak was ordered to submit all of his evidence to Judge Johnson's Clerk (NM) due to the fact that Cservak's evidence was deleted from the E-File System (in Feb 2020), which he did. That same evidence was unavailable to the Judge at the time of the Hearing. See the Exceptions.

By way of further explanation, the subject of Complainant's 2020 Complaint and that pursuant to the Commission's Opinion and Order dated June 16, 2022 in the Complaint proceeding is now the **PETITION FOR REVIEW OF THE PENNSYLVANIA PUBLIC UTILITY COMMISSION'S OPINION AND ORDER DENYING PETITIONER'S EXCEPTIONS AND DISMISSING PETITIONER'S COMPLAINT DATED JUNE 16, 2022.**

Exhibit B

10. In its New Matter, DLCo 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 judicia. See Answer and New Matter, Para 13.

RESPONSE: DENIED. DLCo's fraudulent charges and balances that appeared on Cservak's account(s) as of April 5, 2021 remain unaddressed, not considered and unresolved by either Judge Johnson's Hearing or Gladys Brown Dutrieuille's OPINION AND ORDER Dtd. June 16, 2022. The subject of Complainant's 2020 Complaint and that pursuant to the Commission's Opinion and Order dated June 16, 2022 in the Complaint proceeding is now the **PETITION FOR REVIEW OF THE PENNSYLVANIA PUBLIC UTILITY COMMISSION'S OPINION AND ORDER DENYING PETITIONER'S EXCEPTIONS AND DISMISSING PETITIONER'S COMPLAINT DATED JUNE 16, 2022.** Exhibit B

11. Forty-Five days have elapsed since DLCo filed its Answer and new Matter on November 4, 2022.

12. The ProSe litigant was unaware of this requirement, otherwise would have responded.

13. The Commission's regulation at 52 Pa. Code 5.102(a) permits any party to move for summary 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 that the moving party is entitled to judgment as a matter of law. 52 Pa.Code %5.102(d)(1).

RESPONSE: The Motion should be denied because there are multiple issues as to material facts surrounding the case, as demonstrated by the Complainant.

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).

RESPONSE: DLCo, the moving party has not shown that no genuine issue of material fact exists and is NOT entitled to judgment as a matter of law. The Commission must view the record in the light most favorable to Cservak, giving that party the benefit of all reasonable inferences. The Motion should be Denied.

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).

RESPONSE: It is obvious to the casual observer that factual issues pertinent to the resolution of the case exists and a proper hearing to address, consider and resolve those factual issues is necessary. Do we really need to consider "judicial economy" when it takes the Judge nearly a year to write his Initial

Decision and another year for the Chairman to write her OPINION AND ORDER? The Complainant says not.

16. The pleadings in this case reveal that DLCo 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.

RESPONSE: DENIED. The pleadings in this case reveal that DLCo is NOT entitled to judgment as a matter of law with respect to the Complainant's 2022 complaint.

17. In this case there is no dispute as to the facts. Complainant's allegations, to the extent they relate to (i) DLCo charges of 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.

RESPONSE: DENIED. The facts are disputed. DLCo's fraudulent charges and balances that appeared on Cservak's account(s) as of April 5, 2021 remain unaddressed, not considered and unresolved by either Judge Johnson's Hearing or Gladys Brown Dutrieuille's OPINION AND ORDER Dtd. June 16, 2022. The subject of Complainant's 2020 Complaint and that pursuant to the Commission's Opinion and Order dated June 16, 2022 in the Complaint proceeding is now the PETITION FOR REVIEW OF THE PENNSYLVANIA PUBLIC UTILITY COMMISSION'S OPINION AND ORDER DENYING PETITIONER'S EXCEPTIONS AND DISMISSING PETITIONER'S COMPLAINT DATED JUNE 16, 2022. Exhibit B

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.”

RESPONSE: DENIED. The facts are disputed. DLCo’s fraudulent charges and balances that appeared on Cservak’s account(s) as of April 5, 2021 remain unaddressed, not considered and unresolved by either Judge Johnson’s Hearing or Gladys Brown Dutrieuille’s OPINION AND ORDER Dtd. June 16, 2022. The subject of Complainant’s 2020 Complaint and that pursuant to the Commission’s Opinion and Order dated June 16, 2022 in the Complaint proceeding is now the PETITION FOR REVIEW OF THE PENNSYLVANIA PUBLIC UTILITY COMMISSION’S OPINION AND ORDER DENYING PETITIONER’S EXCEPTIONS AND DISMISSING PETITIONER’S COMPLAINT DATED JUNE 16, 2022. Exhibit B

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 of 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).

RESPONSE: The Complainant has demonstrated in this pleading that the Court did not meet the standard of “competent jurisdiction” in its judgment on the merits of the case. Furthermore, the facts are disputed. DLCo’s fraudulent charges and balances that appeared on Cservak’s account(s) as of April 5, 2021 remain unaddressed, not considered and unresolved by either Judge Johnson’s Hearing or Gladys Brown Dutrieuille’s OPINION AND ORDER Dtd. June 16, 2022. The subject of Complainant’s 2020 complaint and that pursuant to the Commission’s Opinion and Order dated June 16, 2022 in the Complaint proceeding is now the PETITION FOR REVIEW OF THE PENNSYLVANIA PUBLIC UTILITY COMMISSION’S OPINION AND ORDER DENYING PETITIONER’S EXCEPTIONS AND DISMISSING PETITIONER’S COMPLAINT DATED JUNE 16, 2022. Exhibit B

20. The doctrine of res judicata does not apply to this case.

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 § 5101(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. D-2021-2268119 (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 2022 Complaint that Mr. Cservak is the Complainant and the DLCo 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.

RESPONSE: DENIED. The 2020 complaint alleged that Solar Credits were being deleted from Cservak's accounts and his service termination, occurring after the formal complaint was submitted, was

not addressed, considered nor resolved by Judge Johnson in the July 2020 Hearing, his March 2, 2021 *OPINION AND ORDER*, nor Gladys Brown Dutrieuille's *OPINION AND ORDER Dtd. June 16, 2022*.

The 2022 Complaint alleges DLCo's fraudulent billing practices, i.e. "padding" the Complainant's account with 800 kwh (\$3800±); changing the Rate to "Commercial"; deleting Solar Credits from the accounts as well as other billing improprieties, occurring after the July 9, 2020 Hearing conducted by Judge Johnson.

The subject of Complainant's 2020 Complaint and that pursuant to the Commission's Opinion and Order dated June 16, 2022 in the Complaint proceeding is now the PETITION FOR REVIEW OF THE PENNSYLVANIA PUBLIC UTILITY COMMISSION'S OPINION AND ORDER DENYING PETITIONER'S EXCEPTIONS AND DISMISSING PETITIONER'S COMPLAINT DATED JUNE 16, 2022. Exhibit B

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 DLCo is the Public Utility against whom the Complaint is filed.

RESPONSE: DENIED: The Complainant takes issue with the Court that neither his Professional Engineering license nor his 50+ years in the engineering and construction industry was considered in the rendering of the Commission's DECISIONS and ORDERS. Judge Johnson ruled that Cservak had "dirty hands" because he had a meter removed. In 50+ years in the construction business, Cservak had thousands, if not 10s of thousands meters removed from every project he was responsible for. In addition, Ms Gladys Brown Dutrieuille's *OPINION AND ORDER Dtd. June 16, 2022*, refers to Cservak as having only a "layman's understanding of the issues" which Cservak P.E. considers defamatory.

In addition she opines that “the barn was a commercial rentable barn venue (the Barn)” which is wholly incorrect but indicates the source of the Commercial Rate applied by DLCo and a subject of the 2022 complaint.

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).

RESPONSE: The subject of Complainant’s 2020 Complaint and that pursuant to the Commission’s Opinion and Order dated June 16, 2022 in the Complaint proceeding is now the PETITION FOR REVIEW OF THE PENNSYLVANIA PUBLIC UTILITY COMMISSION’S OPINION AND ORDER DENYING PETITIONER’S EXCEPTIONS AND DISMISSING PETITIONER’S COMPLAINT DATED JUNE 16, 2022. Exhibit B

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 DLCo had a valid basis for the 2020 termination of Complainant's service.

RESPONSE: The subject of Complainant’s 2020 Complaint and that pursuant to the Commission’s Opinion and Order dated June 16, 2022 in the Complaint proceeding is now the PETITION FOR REVIEW OF THE PENNSYLVANIA PUBLIC UTILITY COMMISSION’S OPINION AND ORDER DENYING PETITIONER’S EXCEPTIONS AND DISMISSING PETITIONER’S COMPLAINT DATED JUNE 16, 2022. Exhibit B

29. The Commission’s 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 “whenever the commission shall make any rule, regulation, finding, determination of order, the same shall be prima facia evidence of the facts found and shall remain conclusive upon all parties affected thereby...”.

RESPONSE: The subject of Complainant's 2020 Complaint and that pursuant to the Commission's Opinion and Order dated June 16, 2022 in the Complaint proceeding is now the PETITION FOR REVIEW OF THE PENNSYLVANIA PUBLIC UTILITY COMMISSION'S OPINION AND ORDER DENYING PETITIONER'S EXCEPTIONS AND DISMISSING PETITIONER'S COMPLAINT DATED JUNE 16, 2022. Exhibit B

REQUEST FOR RELIEF

WHEREFORE, for all the reasons stated herein, Frank J. Cservak Jr. P.E. respectfully requests that your Honorable Commission deny the Motion to dismiss the claims in the 2022 Complaint that relate to (i) DLCo's fraudulent charges or balances on Cservak's accounts 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.

The Complainant respectfully requests that he be given a fair and impartial hearing to resolve the outstanding issues related to his electrical service with DLCo.



Date: January 11, 2023

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

FCservak@C-MServices.com

PRO SE LITIGANT

EXHIBIT A TO
RESPONSE TO MOTION ON THE PLEADINGS
FRANK J CSERVAK JR. P.E.
Docket No. C-2022-3036252

DATE OF DEPOSIT

JAN 12 2023

PA Public Utility Commission
Secretary's Bureau

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 _____

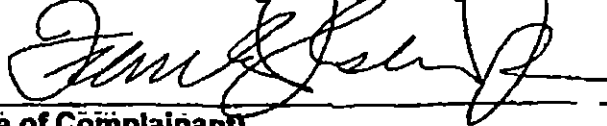
Note: Corporations, associations, partnerships, limited liability companies and political subdivisions are required to have a lawyer represent them at a hearing and to file any motions, answers, briefs or other legal pleadings.

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 <fcservak@c-mservices.com>

PUC FORMAL COMPLAINT - Frank Cservak - 174 Barberry

1 message

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

Fri, Oct 14, 2022 at 10:04 AM

To: "Chiavetta, Rosemary" <rchiavetta@pa.gov>

Cc: Richard Haft <rhaft@rewisyoder.com>, "Zimmerman, Michael" <mzimmerman@duqlight.com>, Frank J Cservak Jr <fcservak@c-mservices.com>

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 Duttricville'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 <fcservak@c-mservices.com>

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

1 message

Frank J Cservak Jr <fcservak@c-mservices.com>
To: rchiavetta@pa.gov, "Frank J. Cservak" <fcservak@c-mservices.com>

Wed, Mar 24, 2021 at 8:37 PM

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



PUC-DecisionExceptions 3-23-2021.pdf
4564K

CSERVAK'S EXCEPTIONS

3-24-2021

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

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

Complainant,

vs.

DUQUESNE LIGHT COMPANY

Respondent.

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No: F-2020-3019005

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 azep@pa.gov (Angle & 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 Barberrry 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 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



FRANK J CSERVAK JR
174 BARBERRY RD

Account # [REDACTED]

09/26/2022

\$3,757.03

Usage and Demand

Period	Total kWh Usage	Avg Daily kWh Usage	# of Days	Avg Daily Temp (F)
Current Month	-113	0	31	71
Last Month	-246	0	29	69
Same Month Last Year	0	0	0	0

kWh

1000

500

0

-500

-1000

-1500

Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug
Last Year This Year

Average Monthly Usage for the last 11 months: -97 kWh
Total Annual Usage for the last 11 months: -1062 kWh

Bill Summary

Bill ID	Date Prepared
[REDACTED]	09/08/2022
Previous Account Balance	\$3,735.80
Payment(s) Received	\$0.00
Balance Forward	\$3,735.80
DLC Charges	\$21.23
NEW ACCOUNT BALANCE	\$3,757.03
Previous Amount Due	\$3,735.80
Total Payment(s)	\$0.00
Current Amount Due (see Page 3 for Details)	\$21.23
AMOUNT DUE BY 09/26/2022	\$3,757.03

Message Center

Know what's below! Pennsylvania state law requires anyone working near underground utility facilities to use the PA One Call system. Before you dig, call 8-1-1 or report at paonecall.org For more information, visit DuquesneLight.com/811.

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 Company 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.



Online: www.DuquesneLight.com

Phone: 412-393-7300

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 2022-09-26



Account # [REDACTED]

09/26/2022 \$3,757.03

\$ [REDACTED]

USD Amount Enclosed

025939 000006400
FRANK J CSERVAK JR
174 BARBERRY RD
SEWICKLEY PA 15143-9440



DUQUESNE LIGHT CO
PO BOX 371324
PITTSBURGH PA 15
[Barcode]

B

Account Detail

174 BARBERRY RD

Supplier Agreement ID [REDACTED]

Meter Reading Usage Information

Meter Number	[REDACTED]
Voltage	120/240V
Meter Readings - kWh	
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

Current Bill Details

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

Total kWh Used 0.0000

Service Charges \$21.23

Current Amount Due Detail

Service Charges	
DLC Charges	\$21.23
Subtotal	\$21.23

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 and 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 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.waitchoices.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





R. FRANK J CSERVAK JR
174 BARBERRY RD BARN

Account # [REDACTED]

08/30/2021

\$0.00

Bill Summary

FINAL BILL #8796

RUI ID 870508839329

Date Prepared: 08/09/2021

Previous Account Balance	5804.57
Payment(s) Received	\$0.00
Balance Forward	5804.57
Disputed Charges	-5873.32
Active Account Balance	-318.75
DLC Charges	\$10.05
NEW ACCOUNT BALANCE	-37.80
AMOUNT DUE BY 08/30/2021	\$0.00

Amount Due
\$0.00

METER

F82141469

#8796
5-10-21
THRU
8-9-21

Message Center

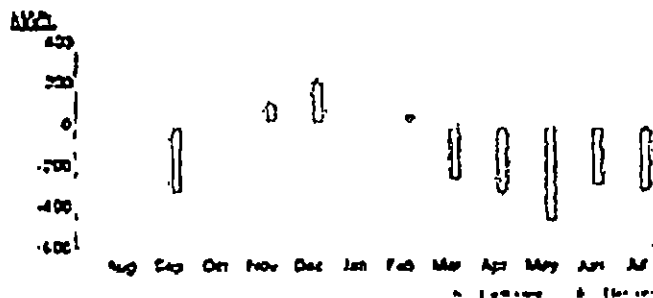
Signing up for our e-Bill program is fast and easy. Enroll today at DuquesneLight.com/ebill and you'll receive an email each month your bill is available.

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

Total kWh Usage	Avg Daily kWh Usage	# of Days	Avg Daily Temp (F)
.344	0	25	75
-308	0	32	74
0	0	0	0

Same Month Last Year



DOLLAR ENERGY FUND

STATE OF DEPOSIT

JAN 12 2023

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Online: www.DuquesneLight.com

Phone: 412-393-7100

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 08/31/08/30



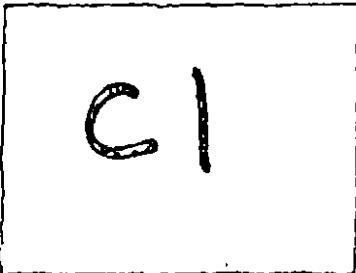
08/30/2021 \$0.00

\$ [REDACTED]

USD Amount Enclosed

045585 000005774
FRANK J CSERVAK JR
174 BARBERRY RD BARN
SEWICKLY PA 15143-0440

DUQUESNE LIGHT
PO BOX 371324
PITTSBURGH PA



Account Detail

174 BARBERRY RD BARN

Supplier Agreement ID 8796070868

Meter Reading Usage Information

Current Bill Details

Meter Number	FR2141467
Present 08/05/2021 Act	08,207 4620
Prior 07/11/2021 Act	09,641 7020
Difference	-344,3360
Your Meter Multiplier	1
Total kWh Used	-344,3360
kWh Credits from Prior Billing	-799 8460

DLC Rate	RS-Residential Service Rider 21	
Price to Compare	\$0.0741 / kWh	
DLC Charges		\$10.95
Customer Charge		\$10.43
DSIC Surcharge	4.95%	\$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 8460
Total kWh Used/Generated from Current Billing	-344 3360
Back Net Generation Balance	-1 144 2110

- 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 and www.pca.state.pa.us.

Additional Notifications

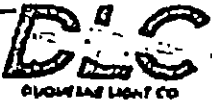
- Duquesne Light offers energy efficiency programs to help customers save money by conserving energy and reducing demand. To participate or to learn more about these programs, visit www.wjllch-pca.com.
- SIGN UP FOR AUTOPAY and learn about other convenient payment options by visiting our website www.duquesnelight.com.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

DATE OF DEPOSIT

JAN 12 2023

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU





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	\$701.44
Payment(s) Received	\$0.00
Balance Forward	\$791.44
Disputed Charges	-\$823.32
Active Account Balance	-\$31.88
OLC Charges	\$13.13
NEW ACCOUNT BALANCE	-\$18.75
AMOUNT DUE BY 08/02/2021	\$0.00

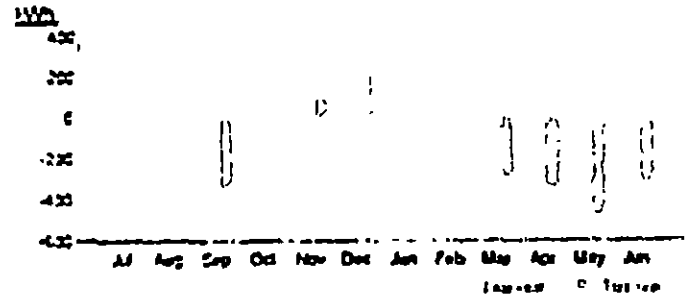
Message Center

Signing up for our e-Bill program is fast and easy! Enroll today at DuquesneLight.com/ebill.

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.

Usage Comparison Chart

Period	Total kWh Usage	Avg Daily kWh Usage	# of Days	Avg Temp (F)
Current Month	-308	0	32	71
Last Month	-482	0	30	67
Same Month Last Year	0	0	0	0



Average Monthly Usage for the last 10 months: -138 kWh
Total Annual Usage for the last 10 months: -1,358 kWh

Online: www.DuquesneLight.com

Phone: 412-323-7100

Bill and meter reading details on page 3

Please return this part on 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 7:00 PM-00:00



Account # [REDACTED]

08/02/2021	\$0.00
\$ [REDACTED]	

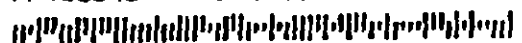
USD Amount Enclosed

045941 000000707



FRANK J CSERVAK JR
174 BARBERRY RD BARN
SLWACKLEY PA 15143-9440

DUQUESNE LIGHT COMPANY
PO BOX 371324
PITTSBURGH PA 15230-7324



8796070003 00000000000 000000804578 00000000000

Account Detail

174 BARBERRY RD BARN

Supplier Agreement ID: [REDACTED]

Meter Reading Usage Information

Meter Number	172141409
Present 07/11/2021 Act	00,041,7980
Prior 06/02/2021 Act	08,042,5080
Difference	-307,7100
Your Meter Multiplier	1
Total kWh Used	-307,7100
kWh Credits from Prior Billing	-492,2360

Current Bill Details

DLC Rate	RS Residential Service Rider 21	
Price to Compare	\$0.07411/kWh	
DLC Charges		\$13.13
Customer Charge		\$12.61
DSIC Surcharge	4.98%	\$0.02
Supply Charges		\$0.00

Rem kWh Used: 002360

Service Charges: [REDACTED]

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 below-the-hour we received from you in excess of the 12000-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 Net 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 and 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 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.
- 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.
- Estimated Gross Receipts Tax of \$0.77 and Estimated PA State Tax of \$0.89 are included in your bills.





CSERVAK BILLS 06/30/21

FRANK J CSERVAK JR
174 BARBERY RD BARN

Account # [REDACTED]

06/30/2021

\$0.00

Bill Summary

Bill ID: 87 [REDACTED] Date Prepared: 06/09/2021

Previous Account Balance	\$836.31
Payment(s) Received as of 05/25/2021	-\$12.99
Balance Forward	\$823.32
Disputed Charges	-\$823.32
Active Account Balance	\$0.00
DLC Charges	\$12.99
Miscellaneous Adjustments	-\$44.87
NEW ACCOUNT BALANCE	-\$31.89
AMOUNT DUE BY 06/30/2021	\$0.00

Amount Due
\$0.00

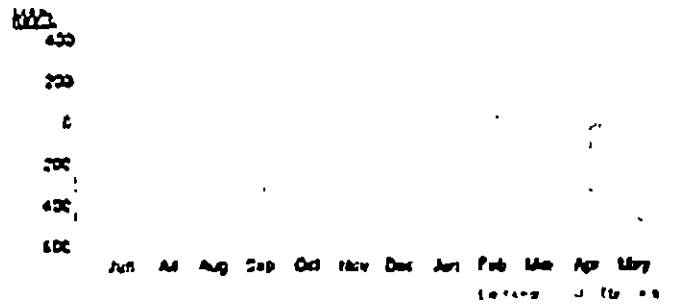
Message Center

Signing up for our e-Bill program is fast and easy! Enroll today at 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.

Usage Comparison Chart

Period	Total kWh Usage	Avg Daily kWh Usage	# of Days	Avg Daily Temp (F)
Current Month	492	0	30	64
Last Month	348	0	29	53
Same Month Last Year	0	0	0	0



Average Monthly Usage for the last 0 months - 117 kWh
Total Annual Usage for the last 0 months - 1050 kWh

Online: www.Duquesnelight.com

Phone: 412.393.7100

REGISTRATION 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 06/30/2021.



Account # [REDACTED]

06/30/2021 \$0.00

\$ | | | | | | | | | |
USD Amount Enclosed

046263 00000200
FRANK J CSERVAK JR
174 BARBERY 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]
Present 05/10/2021 Act	98,040 5000
Prior 05/10/2021 Act	99,441 7440
Difference	-492 2360
Your Meter Multiplier	1
Total kWh Used	-492 2360

Current Bill Details

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
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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 and 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 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.eralchoices.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.
- 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]

05/01/2021

Page 1 of 3
\$12.99

Bill Summary

Bill ID [REDACTED]

Date Prepared: 05/10/2021

DLC Charges

Amount Due
\$12.99

Previous Account Balance	\$836.31
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
AMOUNT DUE BY 05/01/2021	\$12.99

Message Center

Signing up for our e-Bill program is fast and easy! Enroll today at Ducquesnelight.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 DucquesneLight.com/dollar

DOLLAR ENERGY FUND

Usage Comparison Chart

Period	Total kWh Usage	Avg Daily kWh Usage	# of Days	Avg Daily Temp (F)
Current Month	-348	0	20	51
Last Month	-287	0	32	54
Same Month Last Year	0	0	0	0

kWh	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
400												
300												
200												
100												
0												
-100												
-200												
-300												
-400												

Average Monthly Usage for the last 8 months: -70 kWh
Total Annual Usage for the last 8 months: -568 kWh

Online: www.Ducquesnelight.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 2021-05-01



Account # [REDACTED]

05/01/2021 \$12.99

\$ [REDACTED]

USD Amount Enclosed

050391 000000255



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

DUQUESNE LIGHT COMPANY
PO BOX 371324
PITTSBURGH PA 15250-7324



87960700003 00000000000 000000836313 000000012991

Account Detail

174 BARBERRY RD BARN

Supplier Agreement ID: [REDACTED]

Meter Reading Usage Information

Meter Number	FR2141400
Prior 05/10/2021 Act	00,441,7440
Prior 04/11/2021 Act	00,700,0330
Difference	-348,2880
Your Meter Multiplier	1
Total kWh Used	-348,2880
kWh Credits from Prior Billing	-286,7780

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	-286,7780
Total kWh Used/Generated from Current Billing	-348,2880
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 and 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 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.
- 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.
- 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	374217712
Present 03/04/2021 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	4.98%	\$0.50
Sales Tax		\$0.75
Supply Charges		\$0.00
Miscellaneous Charges		\$11.26
Cancel / Rebill	04 ID 779139713828	-\$11.26

Total kWh Used	0.0000	Service Charges	\$0.00
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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 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 and 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.
- SIGN UP FOR AUTOPAY and learn about other convenient payment options by visiting our website 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

Current Bill Details

Meter Number	774717202
Present	08/04/2021 Act 3,065 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 6600

DLC Rate	RS Residential Service Rider 21
Price to Compare	\$0.0741 / kWh
DLC Charges	\$11.26
Customer Charge	\$10.01
DSIC Surcharge	\$0.50
Sales Tax	\$0.75
Supply Charges	\$0.00

Total kWh Used 0 6200

Service Charges \$11.26

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	-706 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 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 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 and www.oca.state.pa.us

Additional Notifications

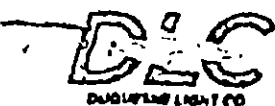
- Duquesne Light offers energy efficiency programs to help customers save money by conserving energy and reducing demand. To participate or to learn more about these programs, visit www.wattchoices.com
- SIGN UP FOR AUTOPAY and learn about other convenient payment options by visiting our website www.duquesnelight.com
- Estimated Gross Receipts Tax of \$0.02 and Estimated PA State Tax of \$0.71 are included in your rates.

DATE OF DEPOSIT

JAN 12 2023

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU





FRANK J CSERVAK JR
174 BARBERRY RD

Account

08/02/2021

Bill Summary

Bill ID: [redacted] Date Prepared: 07/2021

DLC Charges
21 JUL 3:00 PM
K

Amount Due
\$0.18

7-30-21

Previous Account Balance	\$2,381.40
Payment(s) Received	\$0.00
Balance Forward	\$2,381.40
Disputed Charges	\$2,305.36
Active Account Balance	-\$19.87
DLC Charges	\$14.05
AMOUNT DUE BY 08/02/2021	\$0.18

D JUDY

MON 2d

5

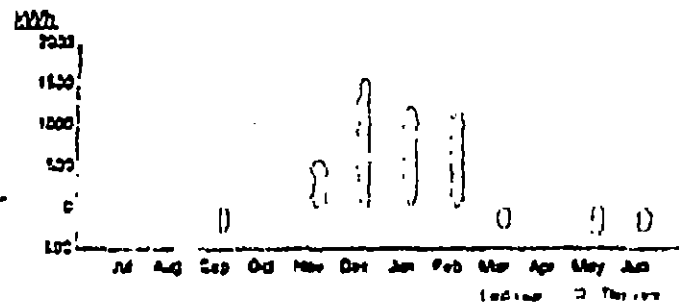
credits to 57K

Message Center Usage Comparison Chart

Signing up for our e-Bill program is fast and easy! Email today at 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

Period	Total kWh Usage	Avg Daily kWh Usage	# of Days	Avg Daily Temp (F)
Current Month	-305	0	32	71
Last Month	-371	0	30	67
Same Month Last Year	0	0	0	0



Average Monthly Usage for the last 10 months: 320 kWh
Total Annual Usage for the last 10 months: 3204 kWh

2 SUE 5 PM 5-2

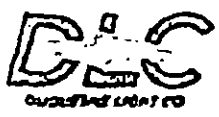
Reconnect House

TUE 3d 845 35 40

3 LAURA 9:39 AM

Order: www.DuquesneLight.com Phone: 412-373-7100 Billing and meter reading details on page 3

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



A late charge of 1.75% may be assessed after 2021-08-02

08/02/2021 \$0.18

\$ [] [] [] [] [] [] [] [] [] []

4 Steve

Account # [redacted] 1 PM

USD Amount Enclosed

7 ERIC

9:15
10:00 2
11:00 1.5 2.5

030878 000007776
FRANK J CSERVAK JR
174 BARBERRY RD
S.WICKLEY PA 15143 0440

DUQUESNE LIGHT COMPANY
PO BOX 371324
PITTSBURGH PA 15250-7324

5 CINDY SUPER CALL CTR 3:30
ALL POWER BACK ON -
NO GOOD - REMOVE METER

WED 8:00
EBONY
B S. [redacted]
12:40 New Business

77960700006 000000000000 000002395548 000000000181

Account Detail

174 BARBERRY RD

Supplier Agreement [REDACTED]

Meter Reading Usage Information

Meter Number	174217202
Prior 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	\$0.0741 / kWh	
DLC Charges		\$14.03
Customer Charge		\$12.51
DSIC Surcharge	4.33%	\$0.02
Sales Tax		\$0.02
Supply Charges		\$0.00

Total kWh Used 0.0000

Service Charges \$14.03

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	-070 0680

- 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 low-cost hours we received from you in excess of the low-cost 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 and 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 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 \$2.00, 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.
- 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
- Estimated Gross Receipts Tax of \$0.77 and Estimated PA State Tax of \$0.00 are included in your rates.

DATE OF DEPOSIT

JAN 12 2023

PA PUBLIC UTILITY COMMISSION





FRANK J CSEKVAK JR
174 BARBERRY RD

Account # [REDACTED]

06/30/2021

\$0.00

Bill Summary

Bill ID 770497042S01

Date Prepared: 06/09/2021

Amount Due
\$0.00

Previous Account Balance	\$2,409.26
Payment(s) Received as of 05/25/2021	-\$13.90
Balance Forward	\$2,395.36
Disputed Charges	-\$2,395.36
Active Account Balance	\$0.00
DLC Charges	\$13.00
Miscellaneous Adjustments	\$27.27
NEW ACCOUNT BALANCE	-\$13.67
AMOUNT DUE BY 06/30/2021	\$0.00

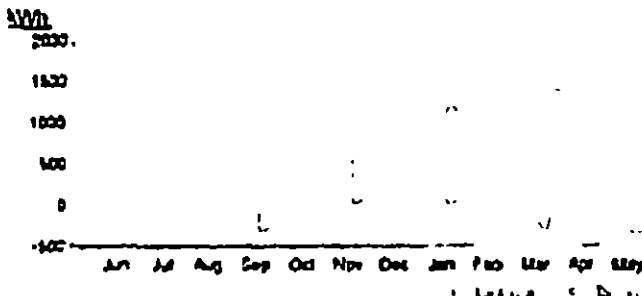
Message Center

Signing up for our e-Bill program is fast and easy! Enroll today at 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.

Usage Comparison Chart

Period	Total kWh Usage	Avg Daily kWh Usage	# of Days	Avg Daily Temp (F)
Current Month	-371	0	30	64
Last Month	-95	0	20	53
Same Month Last Year	0	0	0	0



Average Monthly Usage for the last 0 months: 300 kWh

Total Annual Usage for the last 0 months: 3509 kWh

Online: www.Duquesnelight.com

Phone: 412-393-7100

Billing and meter reading details on page 3

Please retain 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 2021-06-30



Account # [REDACTED]

06/30/2021	\$0.00
S [REDACTED]	

USD Amount Enclosed

052305 000007166

FRANK J CSEKVAK JR
174 BARBERRY RD
SEWICKLY PA 15143 0440

DUQUESNE LIGHT COMPANY
PO BOX 371324
PITTSBURGH PA 15250-7324

Account Detail

174 BARBERRY RD

Supplier Agreement [REDACTED]

Meter Reading Usage Information

Meter Number	774717702
Present 05/17/2011 Act	3,509 4550
Prior 05/10/2011 Act	3,880 8010
Difference	-371 3460
Your Meter Multiplier	1
Total kWh Used	-371 3460

Current Bill Details

DLC Rate	RS-Residential Service Rider 21	
Price to Compare	\$0.0741 / kWh	
DLC Charges		\$13.90
Customer Charge		\$12.49
DSIC Surcharge	4.01%	\$0.60
Sales Tax		\$0.81
Supply Charges		\$0.00
Miscellaneous Charges		-\$77.77
Sales of Elec - Residential Generation		-\$20.44
Sales of Elec - Residential Transmission		-\$7.33

Total kWh Used 0.0000 Service Charges \$13.87

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 and 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 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, 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.watchover.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! ON AUTOPAY and learn about other convenient payment options by visiting our website 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 CSERVAK JR
174 BARBERRY RD

06/01/2021 \$13.00

Bill Summary

Bill Date: [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
Balance Forward	\$2,395.39
Disputed Charges	-\$7,395.30
Active Account Balance	\$0.00
DLC Charges	\$13.90
AMOUNT DUE BY 06/01/2021	\$13.90

Message Center

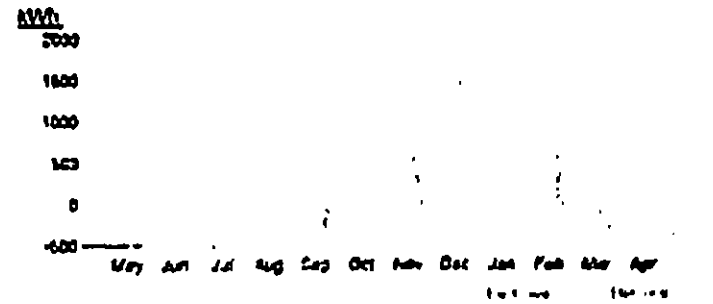
Signing up for our e-Bill program is fast and easy! Enroll today at DuquesneLight.com/eBill and you'll receive an email each month when your bill is available.

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.

DOLLAR ENERGY FUND

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	289	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

Online: www.DuquesneLight.com

Phone: 412-323-7100

Rating 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 U.S. Currency.



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

06/01/2021 \$13.00

Account # [redacted]

\$ [redacted]

USD Amount Enclosed

034328 000005126
FRANK J CSERVAK JR
174 BARBERRY RD
SE WICKLEY PA 15143 0460

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	3,890 8010
Prior 04/11/2021 Act	3,075 3140
Difference	-815 4970
Your Meter Multiplier	1
Total kWh Used	-815 4970
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	815 4970
Bank NET Generation Balance	-333 1000

- 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.PAPowerSearch.com and www.pca.state.pa.us

Additional Notifications

- Give to DoCar Energy Fund to help people without heat or light. Make a monthly pledge at 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.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.
- Estimated Gross Receipts Tax of \$0.77 and Estimated PA State Tax of \$0.68 are included in your rates.





Frank J Coarvak Jr <fcoarvak@c-mservices.com>

Fwd: Pics

1 message

**SEWICKLEY HEIGHTS
POLICE REPORT**

Wed, Apr 15, 2020 at 10:52 AM

From: Frank J Coarvak Jr <fcoarvak@c-mservices.com>
To: Samuel Kochanski <SKochanski@sewickleyheightsboro.com>, "Frank J. Coarvak" <fcoarvak@c-mservices.com>

Hi Sam,

I mentioned to you that Duq Lt Co. Terminated my electrical service over this Solar Panel thing on Monday 3/4/20.

This is the result of my filing an "Informal" PUC Claim BCS No: 3691697 Dtd. 4/15/2019 which was ultimately Denied by the PUC on 1/11/2020. I filed my Notification of Intent to Appeal and filed my Formal Complaint on 3/4/20 (the day my Service was Terminated).

The dispute is over Meter Readings, Rates, Unfair Billing Practices, Extortion and Improper Termination of Services and started in 2017 when I finally gained Approval to install the Solar Panels. The Meters have been changed or "re-flashed" over a dozen times since I went to Net Metering in 2017. I also have an Electricity Data Logger that records all the electricity generated by my panels, used and purchased from DLCo that confirms their hokoy meter readings and demonstrates how badly they rip us off.

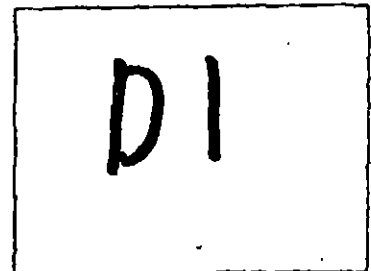
On Thurs 2/13/2020 three people came unannounced and entered my property and headed to "inspect" the Service Connection on the house. I told the leader, Emp #3002 (No Name) that I was going to place a call to the Police he said "Go Ahead" with a very curtly attitude... I went to place a call and grabbed my phone, but the situation was moving too fast. When I returned and engaged him in conversation as to what they were doing, he replied that they were doing a Safety Inspection and Changing the Meter. When they were finished I asked them how it looked... Robert Boardley #3630 who was obviously the Technician, said it was "OK".

When I asked #3002 for his name, he would not comply, only offering to let me take a pic of their badges (good thing I had my phone). Of Particular interest to me is Employee #3630 who does not have a Name on his badge but rather "Security Services"... I have a growing suspicion that this individual is Charles Stoltenberg, Senior Meter Engineer, the person at Duq Lt Co. behind my problems and the one responsible for Terminating my Service.

In any event, with all the scammers and thieves out there, Duq Lt shouldn't be sending guys like that around (calling the cops) without Proper Identification. Please note that the other two Employees were Properly Identified.

It would help in my Formal Complaint if I could confirm that was Stoltenberg. Thank you. Frank

Frank J. Coarvak Jr.
Fcoarvak@C-MServices.com
412-427-4385



----- Forwarded message -----

From: Frank J Coarvak Jr <fcoarvak@c-mservices.com>
Date: Wed, Apr 15, 2020 at 9:24 AM
Subject: Pics
To: Frank J. Coarvak <fcoarvak@c-mservices.com>

3 attachments

20200213_084708.jpg
257K



Customer Name and Service Address:
 FRANK J CSERVAK JR
 174 BARBERRY RD
 SEWICKLEY, PA 15143-9440
 BILL ID: 779608287933

Account Number: 7796-070-000
 Rate: RS-Residential Service Rider 21
 Date Prepared: 01/12/20

Meter Reading Usage Information
 Next Scheduled Meter Reading Date: February 5, 2020

Meter Read Information for Meter Number: XXXXXXXXXX

Present:	Jan 6, 2020	Estimate:	41700.0000
Prior:	Dec 7, 2019	Actual:	40848.1530
		Difference:	851.8470

Your Meter Multiplier: 1
 Total kWh Used: **851.8470**

Electric Usage:

Comparing Your Usage

	<u>Jan 19</u>	<u>Jan 20</u>
Avg. kWh Per Day	113	28
Avg. Temperature (F)	36	36
YTD Usage (kWh)	3737	652

kWh:

DAYS IN BILLING PERIOD												
	F	M	A	M	J	J	A	S	O	N	D	J
Prior 12 Months	30	29	32	29	32	30	29	33	29	29	30	33
Latest 12 Months	30	31	28	30	32	30	28	33	30	28	32	30

- Average Monthly Usage for the past 13 months is 1332 kWh.
- Total Annual Usage for the past 13 months is 17312 kWh.

Summary

Prior Billing Information

Amount of Last Bill	\$504.58
Prior Account Balance	\$504.58

Current Billing Information

DLC Basic Service Charges	\$148.63
TOTAL ACCOUNT BALANCE PAYABLE TO DLC	\$653.21

ESTIMATED READING

For more information see www.duquesnelight.com.

Give to Dollar Energy Fund to help people without heat or light. Make a monthly pledge at 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.

The amount of \$1,850.86 is currently in dispute. Please pay the undisputed charges below while your dispute is pending.

Estimated Gross Receipts Tax	Estimated PA State Taxes	Late Charge After Feb 3, 2020	Payment Due	Amount Due
\$7.86	\$18.39	1.25%	Feb 3, 2020	\$653.21

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

Account Number
 7796-070-000

PLEASE PAY THIS AMOUNT BY FEB 3, 2020
 \$653.21

\$

USD Amount Enclosed

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.

013525 000015904

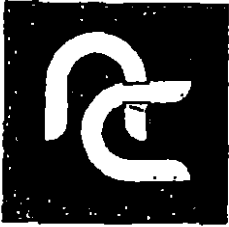


FRANK J CSERVAK JR
 174 BARBERRY RD
 SEWICKLEY PA 15143-9440

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

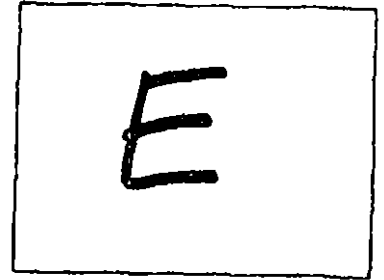


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THE LAW OFFICE OF
ALEX COOLMAN

HOME CIVIL RIGHTS



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 house 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

EXHIBIT B TO
RESPONSE TO MOTION ON THE PLEADINGS
FRANK J CSERVAK JR. P.E.
Docket No. C-2022-3036252

DATE OF DEPOSIT

JAN 12 2023

PA Public Utility Commission
Secretary's Bureau

IN THE COMMONWEALTH COURT OF PENNSYLVANIA

CD

FRANK J. CSERVAK, JR.

Petitioner,

V.

DUQUESNE LIGHT COMPANY;
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Respondents.

PETITION FOR REVIEW

PETITION FOR REVIEW OF THE PENNSYLVANIA PUBLIC UTILITY
COMMISSION'S OPINION AND ORDER DENYING PETITIONER'S
EXCEPTIONS AND DISMISSING PETITIONER'S COMPLAINT DATED

JUNE 16, 2022

RICHARD T. HAFT, ESQUIRE
REWIS & YODER, PC
234 SHILOH STREET
PITTSBURGH, PA 15211
412-431-7770

PETITION FOR REVIEW

1. Jurisdiction is granted to this Court under Pennsylvania Rules of Appellate Procedure SEC. 761 AND/OR 763 which allows for Appeals to the Commonwealth Court for decisions by Government Agencies where the Public Utility Commission is specifically named in the Rules under Pa.R.A.P. 763 (A).
2. This Petition for Review is being filed by the Petitioner Frank J. Cservak, Jr. PE who is an adult individual with a residence located at 174 Barberry Road, Sewickley, Pennsylvania 15143.
3. This Petition for Review is from the Opinion and Order given by the Public Utility Commission denying Petitioner's Exceptions and Complaint dated June 16, 2022, which is attached to this Petition as Exhibit "A".
4. Petitioner seeks review of the Public Utility Commission's Opinion and Order for the following reasons:
 - A. Petitioner's Complaint alleged Duquesne Light Company (Respondent) did not properly credit the electricity produced by Petitioner's solar energy on his residential property.
 - B. Petitioner's Complaint alleged that the electricity from his residence generated by solar power was improperly metered by Duquesne Light

Company and Petitioner was supposed to receive solar credits on his bill from the excess energy he generated, and Petitioner alleges he did not receive them and/or did not receive the proper credit.

C. Petitioner alleged that his power was improperly terminated by Respondent Duquesne Light Company.

D. Petitioner alleged that the meters on his property were changed five times and all of Petitioner's solar credits for generating his own energy was deleted, or otherwise unaccounted for, with each change.

E. Petitioner alleged Respondent Duquesne Light Company improperly delayed the restoration of Petitioner's service to obtain inspections and permits that were not necessary.

F. Petitioner alleges despite being properly submitted by Petitioner by electronic filing, some and/or all of Petitioner's exhibits for the initial telephone hearing before the Administrative Law Judge on July 9, 2020 were not available to the Administrative Law Judge and the Commission's Opinion Order denied this argument.

G. Petitioner alleged Respondent Duquesne Light Company improperly added estimated meter readings and diversion fees to Petitioner's bill.

H. Petitioner disputes the findings that he tampered with the meters of Respondent Duquesne Light Company.

I. Petitioner appeals the Commission's determination that Petitioner was a "layman" and additional expert testimony was required to prove Petitioner's assertion that his solar energy generated power, that The Energy Detector device that he used to measure electricity is accurate, standard and not novel and does not take expert opinion to read nor interpret.

J. That the Administrative Law Judge's granting of partial summary judgment in regard to meter tampering was improper.

K. That his property was improperly changed from residential to "commercial" by the Respondent Duquesne Light Company to improperly increase his bill for no rational reason.

5. Petitioner requests the following relief:

A. That the Duquesne Light bill for his house and barn are reduced to zero.

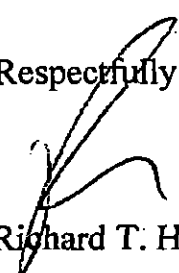
B. That he is properly credited with the solar energy he generated and continues to generate.

C. That his property is not assessed a commercial rate and instead a residential rate.

D. Compensation for the purchase and installation and operating cost of generators when his power was terminated by Duquesne Light Company.

E. The return of all costs and fees Petitioner has expended in his Complaint and appeals including testing and inspection fees required by state and local governments and agencies and Duquesne Light Company.

Respectfully submitted,



Richard T. Haft

NOTICE TO PARTICIPATE

If you intend to participate in this proceeding in the (Supreme, Superior, or Commonwealth, as appropriate) Court, you must serve and file a notice of intervention under Pa.R.A.P. 1531 within 30 days.

CERTIFICATE OF SERVICE

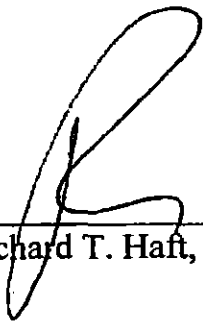
I hereby certify that this 15 day of July, 2022, I
have served the attached documents to the persons and dates listed below, which
service satisfies the requirements of Pennsylvania Rules of Appellate Procedure

sec. 121:

Pennsylvania Public Utility Commission
Harrisburg, PA 17120

Emily M. Farah, Esquire
Duquesne Light Company
411 Seventh Avenue
Pittsburgh, PA 15219

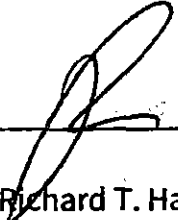
Date: 7/15/22


Richard T. Haft, Esquire

CERTIFICATION OF COMPLIANCE UNDER PA.R.A.P. 127

I certify that this filing complies with the provisions of the *Public Access Policy of the Unified Judicial System of Pennsylvania: Case Records of the Appellate and Trial Courts* that require filing confidential information and documents differently than non-confidential information and documents.

Date: 7/15/22



Richard T. Haft, Esquire

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120**

Public Meeting held June 16, 2022

Commissioners Present:

Gladys Brown Dutrieuille, Chairman.
John F. Coleman, Jr., Vice Chairman
~~Ralph V. Yanora~~

Frank J. Cservak, Jr.

F-2020-3019005

v.

Duquesne Light Company

OPINION AND ORDER

BY THE COMMISSION:

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions of Frank J. Cservak, Jr. (the Complainant or Mr. Cservak) filed on March 24, 2021, to the Initial Decision (Initial Decision or I.D.) of Administrative Law Judge (ALJ) Conrad A. Johnson, issued on March 2, 2021, in the above-captioned proceeding. Replies to Exceptions were filed by Duquesne Light Company (Duquesne Light, DLC or the Company) on April 5, 2021.¹

¹ Citing the Commission's Regulation at 52 Pa. Code §5.533(d) and the Secretarial Letter serving the Initial Decision, Duquesne Light points out that the Complainant failed to timely file his Exceptions with the Commission. As a result, the Company asks that we decline to consider the Exceptions. Duquesne Light Transmittal Letter dated April 5, 2021. Duquesne Light argues that, should the



For the reasons stated below, we shall deny the Complainant's Exceptions and dismiss the Complaint.

By way of background and to aid understanding, the Complainant's property at 174 Barberry Road, Sewickley Heights, PA 15143 (the Property) contained two separate structures: a residential dwelling (the Home) and a commercial rentable barn venue (the Barn). As detailed more particularly below, both the Home and the Barn had solar array panels and net electric service meters with separate account numbers at the time the instant dispute arose. The Complainant sought relief regarding both accounts with the Commission's Bureau of Consumer Services (BCS) and BCS rendered decisions on each informal complaint in January 2020. This Formal Complaint (Complaint) in the form of an appeal of BCS Decision No. 3691697 followed and was adjudicated after hearing.²

Commission decide to rule upon the Exceptions, that Duquesne Light's Replies to Exceptions be considered as well. *Id.* We shall apply our rules of procedure liberally to Mr. Cservak's submission of Exceptions and consider them timely filed, because he sent them to Duquesne Light and the Commission, but erred in the formal manner of filing, because he is proceeding *pro se* in this matter. 52 Pa. Code § § 1.2(a) and (d). We also exercise our discretion to waive the timeframe for the filing of Replies to Exceptions by Duquesne Light, deem the Replies timely filed in response to the Exceptions, and duly consider them herein.

² This matter involves the Complainant's appeal of BCS Decision No. 3691697 issued on January 14, 2020, which addresses the Home account. As detailed in footnote 1 of the Initial Decision, the Complainant's Complaint lists this decision as the one appealed in two separate places. No mention of the BCS Decision No. 3691576 regarding the Barn account is made in the formal complaint form, and, thus, that decision became final 20 days after its January 11, 2020 issue date, pursuant to 52 Pa. Code §§ 56.163(3) and 56.172(a). *I.D.* at 2, n.1. The record in this matter involved extensive discussion and the receipt of evidence related to both the Home and the Barn meters and accounts. We do not, however, disturb here the final BCS Decision No. 3691576 relevant to the Barn meter and account. We observe that the Complainant's claim in his Exceptions that he appealed both BCS decisions is belied by his own testimony on the record regarding how the informal complaint cases proceeded before BCS and his filing of a formal complaint on the Home account. *Tr.* at 35-36. For this reason, and as discussed in more detail, below, we uphold the ALJ's ruling that only BCS

I. History of the Proceeding

On March 2, 2020, the Complainant submitted the instant Complaint with the Commission alleging incorrect charges appeared on the Complainant's Duquesne Light bills and that the Company improperly threatened to terminate his electric service. The Complainant also checked the "Other" box on the formal complaint form, indicating that the Complainant removed one of the two meters servicing the Property and alleging a meter twist.³ On the same day, without knowledge of the Complainant's filing and pursuant to a 10-day termination notice that had been posted on the Complainant's property, Duquesne Light terminated electric service to the Complainant due to alleged meter tampering, irregular wiring, and a potentially unsafe condition. The 10-day notice indicated that the Company would not turn off service if the Complainant paid a \$300 tampering fee and obtained a wiring inspection.

On March 3, 2020, Duquesne Light was served with Mr. Cservak's Complaint.⁴

Duquesne Light filed an Answer and New Matter, complete with a Notice to Plead, on March 20, 2020. The Answer and New Matter denied all material facts in the Complaint and requested dismissal of the Complaint.

On April 24, 2020, the Complainant filed his response to Duquesne Light's Answer and New Matter. On April 28, 2020 an Interim Order was issued, which assigned the matter to the Commission's Mediation Unit. The Parties were unable to

Decision No. 3691697 was appealed and we deny the Complainant's Exception in this regard.

³ The Complainant, who resides near Pittsburgh, Pennsylvania, hand-delivered his Complaint to the Commission at its offices in Harrisburg, Pennsylvania. Exc. at 1.

come to a resolution of the Complaint during mediation, and the matter was scheduled for a telephonic hearing before the ALJ.⁵

On June 12, 2020, Duquesne Light filed a Motion for Partial Judgment on the Pleadings (Motion for Partial Judgment) on the basis that there was no issue of material fact regarding the presence of meter tampering at the Property and requested a determination that Duquesne Light properly terminated the Complainant's service because of the tampering. No Answer to the Motion for Partial Judgment was filed.

At the hearing on July 9, 2020, the ALJ granted Duquesne Light's Partial Motion for Judgment regarding the meter tampering and related account termination issue. The hearing proceeded on all of the other issues raised in the Complaint. Tr. at 28-29. The ALJ also took official notice of the pleadings in the case. Tr. at 17-18.

The Initial Decision was served on the Parties on March 2, 2021. The Complainant filed Exceptions to the Initial Decision on March 24, 2021 and Duquesne Light filed Replies to Exceptions on April 5, 2021.

II. Discussion

A. Legal Standards

1. Burden of Proof

As a matter of law, to establish a legally sufficient claim, a complainant must show that the named utility is responsible or accountable for the problem described

⁵ The Commission's physical offices were closed beginning on March 16, 2020, in response to the Governor's Proclamation of Disaster Emergency regarding the COVID-19 Pandemic.

DATE OF DEPOSIT

JAN 12 2023

PA PUBLIC UTILITY COMMISSION
SECRETARY'S OFFICE

in the complaint in order to prevail. *Patterson v. The Bell Telephone Company of Pennsylvania*, 72 Pa. P.U.C. 196 (1990). The offense must be a violation of the Public Utility Code (Code), a Commission Regulation or order, or a violation of a Commission-approved tariff. 66 Pa. C.S. § 701.

Section 332(a) of the Code provides that a complainant, as the party seeking affirmative relief from the Commission, has the burden of proof. 66 Pa. C.S. § 332(a). The burden of proof for actions before the Commission is the “preponderance of the evidence” standard. *Suber v. Pennsylvania Com’n on Crime and Delinquency*, 885 A.2d 678, 682 (Pa. Cmwlth. 2005) (*Suber*); *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. denied*, 529 Pa. 654, 602 A.2d 863 (1992) (*Lansberry*). To establish a fact or claim by a preponderance of the evidence means to offer the greater weight of the evidence, or evidence that outweighs, or is more convincing than, by even the smallest amount, the probative value of the evidence presented by the other party. *See Se-Ling Hosiery, Inc. v. Margulies*, 364 Pa. 45, 48-49, 70 A.2d 854, 855 (1950).

The burden of proof comprises two distinct burdens: the burden of production and the burden of persuasion. *Hurley v. Hurley*, 754 A.2d 1283 (Pa. Super. 2000). The burden of production, also called the burden of going forward with the evidence, determines which party must come forward with evidence to support a particular claim or defense. *Scott and Linda Moore v. National Fuel Gas Distribution*, Docket No. C-2014-2458555 (Initial Decision issued May 11, 2015; Final Order entered August 25, 2015) (*Moore*). The burden of production goes to the legal sufficiency of a party’s claim or affirmative defense. *Id.* It may shift between the parties during a hearing. If a complainant introduces sufficient evidence to establish the legal sufficiency of the claim, also called a *prima facie* case, the burden of production shifts to the utility to rebut the complainant’s evidence. *See id.* If the utility introduces evidence sufficient to balance the evidence introduced by the complainant, that is, evidence of co-equal value

or weight, the complainant's burden of proof has not been satisfied and the burden of going forward with the evidence shifts back to the complainant. The complainant then must provide some additional evidence favorable to the complainant's claim. *Milkie v. Pa. PUC*, 768 A.2d 1217 (Pa. Cmwlth. 2001) (*Milkie*); *Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 501 Pa. 433, 461 A.2d 1234 (1983) (*Burleson*).

Having produced sufficient evidence to establish the legal sufficiency of a claim, the party with the burden of proof must also carry the burden of persuasion to be entitled to a favorable ruling. *See Moore*. While the burden of production may shift back and forth during a proceeding, the burden of persuasion never shifts; it always remains on a complainant as the party seeking affirmative relief from the Commission. *See Milkie, Burleson*; *see also Riedel v. County of Allegheny*, 633 A.2d 1325, 1328, n.11 (Pa. Cmwlth. 1993). It is entirely possible for a party to carry the burden of production but not be entitled to a favorable ruling because the party did not carry the burden of persuasion. *See Moore*. In determining whether a complainant has met the burden of persuasion, the ultimate factfinder may engage in determinations of credibility, may accept or reject testimony of any witness in whole or in part, and may accept or reject inferences from the evidence. *See Moore*, citing *Suber*.

Finally, adjudications by the Commission must be supported by substantial evidence in the record. 2 Pa. C.S. § 704. "Substantial evidence" is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. *Consolidated Edison Company of New York v. National Labor Relations Board*, 305 U.S. 197, 229, 59 S.Ct. 206, 217 (1983). More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & Western Ry. Co. v. Pa. PUC*, 489 Pa. 109, 413 A.2d 1037 (1980); *Erie Resistor Corp. v. Unemployment Comp. Bd. of Review*, 166 A.2d 96 (Pa. Super. 1961); *Murphy v. Comm. Dept. of Public Welfare, White Haven Center*, 480 A.2d 382 (Pa. Cmwlth. 1984).

2. Adequate, Efficient, Safe and Reasonable Electric Service

The Code makes clear that a public utility has a duty to maintain adequate, efficient, safe, and reasonable service and facilities and to make changes, alterations, and substitutions that are necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. Section 1501 of the Code provides, in pertinent part, as follows:

§ 1501. Character of service and facilities

Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. Such service also shall be reasonably continuous and without unreasonable interruptions or delay. Such service and facilities shall be in conformity with the regulations and orders of the commission. Subject to the provisions of this part and the regulations or orders of the commission, every public utility may have reasonable rules and regulations governing the conditions under which it shall be required to render service.

66 Pa. C.S. § 1501.

Section 102 of the Code, 66 Pa. C.S. § 102, defines “service” as:

Used in its broadest and most inclusive sense, includes *any and all acts done, rendered, or performed*, and any and all things furnished or supplied, and any and all facilities used, furnished, or supplied by public utilities

(emphasis added). A utility’s “service” is not merely confined to the distribution of utility service, but also includes “any and all acts” related to that function. *W. Penn Power Co. v. Pa. PUC*, 578 A.2d 75 (Pa.Cmwlth. 1990). Accordingly, a utility’s billing practices are included within the scope of reasonable service.

In addition, Section 1406 of the Code, 66 Pa. C.S. § 1406, permits a utility company to terminate service under certain conditions and outlines the procedure the company must follow in order to terminate service. Section 1406, in relevant part, states:

(a) **Authorized termination.** — A public utility may notify a customer and terminate service provided to a customer after notice as provided in subsection (b) for any of the following actions by the customer.

(c) **Grounds for immediate termination.** —

(1) A public utility may immediately terminate service for any of the following actions by the customer:

(i) Unauthorized use of the service delivered on or about the affected dwelling.

.....
(iii) Tampering with meters or other public utility's equipment.

iv) Violating tariff provisions on file with the commission so as to endanger the safety of a person or the integrity of the public utility's delivery system.

(2) Upon termination, the public utility shall make a good faith attempt to provide a post termination notice to the customer or a responsible person at the affected premises, and, in the case of a single meter, multiunit dwelling, the public utility shall conspicuously post the notice at the dwelling, including in common areas when possible.

.....
Id.

Electric service standards also are embodied in the Commission's Regulations. *See generally* 52 Pa. Code Chapters 56 and 57. This includes an electric utility's obligation to test meters for billing accuracy and periodically

confirm meter accuracy via actual meter reads in particular circumstances. *See* 52 Pa. Code §§ 57.20(c), 56.12(5)(i), and 57.255(e). Specifically, the Commission's Regulations provide tolerance standards for recording electricity usage within an error variance of 2.0% or less as follows:

§ 57.20. Watthour Meter Testing.

(c) No watthour meter which has an error in registration of more than 2.0% at light load or heavy load may be placed in service or allowed to remain in service without adjustment. If, upon installation, period or other tests, a watthour meter is found to exceed these limits, it shall be adjusted or removed from service.

52 Pa. Code § 57.20(c).

With these statutory principles in mind, we emphasize that, as the proponent of a rule or order, the Complainant in this proceeding bears the burden of proof pursuant to Section 332(a) of the Code, 66 Pa. C.S. § 332(a). To establish a sufficient case and satisfy the burden of proof, the Complainant must show that the respondent utility, Duquesne Light, is responsible or accountable for the problem described in the Complaint through a violation of the Code, a Regulation, or an Order of the Commission.

B. Initial Decision

The ALJ made thirty-two Findings of Fact and five Conclusions of Law. I.D. at 6-11 and 19. The Findings of Fact and Conclusions of Law are incorporated herein by reference and are adopted without comment unless they are either expressly or by necessary implication rejected or modified by this Opinion and Order.

In the Initial Decision, the ALJ detailed at length the pertinent statutory provisions in play, the competing positions of the parties and associated evidence presented in support of their respective stances.

The ALJ determined that the Complainant failed to meet his burden of proving that he was billed incorrect charges. I.D. at 1 and 16-19. The Complainant's improper billing claims were rooted in his use of a monitor, called *The Energy Detective (TED) Pro Home Electricity*, that tracks kilowatts produced by the solar panels and kilowatts used by the House and Barn. I.D. at 16-17, Tr. at 59-60.

The ALJ concluded that Mr. Cservak's contention was at its foundation, his belief that his solar panels produced more energy than he has been credited by Duquesne Light. To support this argument, Mr. Cservak relies solely upon his TED monitor and his lay testimony about the veracity of the TED monitor's data. I.D. at 16, Tr. at 59.

The ALJ also discussed, for purposes of clarity in the Initial Decision, the fact that he had granted Duquesne Light's Motion for Partial Judgment during the hearing. The Motion for Partial Judgment had asserted that the Complainant admitted to removing the Home meter and reconfiguring the wiring, thus constituting meter tampering, irregular wiring and a potentially unsafe condition. I.D. at 5-6, 13-14, and 15-16. The ALJ ruled that the Complainant failed to prove that Duquesne Light's termination of his service on the basis of meter tampering was invalid. The ALJ noted the Complainant's admission of tampering with the utility's facilities and that Section 1406 of the Code⁶ permits service termination in such circumstances. I.D. at 1-2, 15-16 and 19.

⁶ 66 Pa. C.S. § 1406.

Finally, the ALJ concluded that, while the Complainant asserted a meter switch or “twist”, the Complainant did not present any evidence as to how he determined that the Home and Barn meters had been switched or when. I.D. at 18. The ALJ concluded that this lack of evidence reduced Mr. Cservak’s claim to an opinion. *Id.* The ALJ noted the credible testimony of Duquesne Light’s witness regarding the history of account assignments for the Home and the Barn accounts on the Property, with supporting billing evidence of record. *Id.*

The ALJ weighed the testimony and exhibits⁷ presented by both Parties on all of the issues raised in the Complaint and ruled that the Complainant failed to carry his burden to demonstrate that Duquesne Light violated the Code, a Commission order or regulation. I.D. at 19. Thus, the ALJ dismissed the Complaint.

C. Exceptions, Replies and Disposition

Before addressing the Exceptions, we note that any issue or Exception that we do not specifically delineate shall be deemed to have been duly considered and denied without further discussion. The Commission is not required to consider expressly or at length each contention or argument raised by the parties. *Consolidated Rail Corp. v. Pa. PUC*, 625 A.2d 741 (Pa. Cmwlth. 1993); *see also, generally, University of Pennsylvania v. Pa. PUC*, 485 A. 2d 1217 (Pa. Cmwlth. 1984).

The Exceptions raise four basic issues and we address them in turn, below, along with Duquesne Light’s Replies.

⁷ The Complainant asserts at various points in his Exceptions his belief that the ALJ did not consider or have available to him the exhibits the Complainant had submitted prior to the hearing. This claim is denied, as the record indicates and the Initial Decision notes that the ALJ considered the Complainant’s exhibits in rendering his ruling. Tr. at 41, 70-73; I.D. at 6.

1. Wrongful Termination of Service

a. The Complainant's Exceptions

The Complainant admits in his Exceptions that he removed his electric meter without the Company's authorization and that the meter was rewired. He disagrees that these activities constitute meter tampering or a fire hazard. Exc. at 2. He asserts that he returned the meter to the Company when his service was restored.⁸ Exc. at 3. The Complainant debates whether he needs the Company's permission to remove his meter from service, whether his removal of it constitutes tampering, how and by whom the meter socket was sealed for safety, and whether Duquesne Light's engineering staff is incompetent. Exc. at 4-7.

b. Duquesne Light's Replies to Exceptions

Duquesne Light replies that the Complainant's removal of the meter and rewiring constituted tampering in accordance with the Commission's Regulations and the Company was justified in terminating service on that basis. R. Exc. at 6. Citing 52 Pa. Code 56.2, the Company noted that meter tampering is defined as "any act which affects the proper registration of service through a meter." The Company also cited to the publication addressed to customers entitled: Pennsylvania Public Utility Commission, *Your Rights and Responsibilities as a Utility Customer*, [www.puc.state.pa.us/consumer info/electricity/ consumer information energy efficiency conservation](http://www.puc.state.pa.us/consumer%20info/electricity/consumer%20information%20energy%20efficiency%20conservation)

⁸ While the Initial Decision correctly notes that the Complainant's service had not been restored at the time of the hearing, both the Complainant in his Exceptions and the Company in its Replies indicate that the Complainant's service was restored on September 1, 2020. Duquesne Light notes that it restored the Complainant's service after having received a wiring approval from a certified electrical inspector and the \$300 tampering fee from the Complainant. Exc. at 3-4; R. Exc. at 3.

shopping .aspx, which notes that “is illegal for [a consumer] to remove the meter or tamper with it.” *Id.* at 5.

Duquesne Light emphasizes that the Complainant did not dispute that one of the meters was removed by him or under his direction or supervision and that the meters at the Property were rewired without prior Company authorization. *See* Complaint ¶ 4 (“I have subsequently removed the second meter in which now greatly simplifies the situation.”); Complaint ¶ 4 (“I removed the second meter so that now both the house and barn are on one meter”); Reply to Answer and New Matter ¶¶ 4, 23. In addition, the Company also observes that at the hearing, the Complainant maintained the position that one Duquesne Light meter at the Property was removed and rewired by him or under his direction and supervision. Tr. 26, 28-29 (“[t]hat’s why I took off the meter, because they needed to go through one meter to my service here.”). The Company argues that the removal and rewiring of a utility meter constitutes tampering under Commission Regulation at 52 Pa. Code § 56.2. *Lawrence Jones v. Philadelphia Gas Works*, Docket No. C-2019-3007984 (Opinion and Order entered July 16, 2020), 2020 WL 4207498, at *11. According to Duquesne Light, it is of no moment that the Complainant claims the work was conducted by someone else under the Complainant’s direction or supervision. *See Jones v. Philadelphia Gas Works*, (“Based on the foregoing, the removal of the meter from its location at the Service Address by [complainant], or other persons acting on his behalf, creates a prima facie case of physical tampering within Commission Regulations[.]”). The Company submits that, because the Complainant admits that either he, or someone under his direction or supervision, removed a meter at the Property and further rewired the service through another meter at the Property, the Complainant’s actions constitute tampering in accordance with 52 Pa. Code § 56.2.

On this basis, the Company submits that the undisputed facts establish that the Complainant tampered with Duquesne Light meter(s) and appurtenances attached

thereto in violation of Commission Regulations and the Company's Commission-approved tariff. Thus, the Company submits that the ALJ correctly discerned that the Complainant's actions constitute tampering in accordance with 52 Pa. Code § 56.2, and appropriately dismissed the portion of the Complaint disputing the presence of tampering at the Property.

The Company also submits that the Complainant's tampering with Duquesne Light's electric facilities servicing the Property is grounds for *immediate* termination pursuant to 52 Pa. Code § 56.98(a)(3), 66 Pa. C.S. § 1406(c)(1)(iii), and the Company's Tariff Rule No. 34.

The Company points out that in this case, it followed the proscribed termination procedures by posting a 10-day termination notice at the Property on February 18, 2020, indicating that electric service may be shut off due to meter tampering, irregular wiring, and a potentially unsafe condition. Tr. at 140-141; Motion for Partial Judgment ¶ 41.

DATE OF DEPOSIT

JAN 12 2023

c. Disposition

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

We dispose of this issue by agreeing with the Initial Decision that the Complainant's removal of his electric meter and rewiring of it constituted meter tampering and a fire hazard. I.D. at 15-16; Tr. 140 and 282; DLC Exhibit 11. We conclude that Duquesne Light had a valid basis to terminate his service until a rewiring inspection was performed and the associated tampering fee was paid.

The definition of meter tampering in the Commission's Regulation at 52 Pa. Code § 56.2 clearly includes meter removal, as such an action undoubtedly "affects the proper registration of service through a meter." The removal of one meter and rewiring of the remaining meter without the Company's authorization are not disputed by

the Complainant. The burden of proof rests with the Complainant and, in this case, his own admissions prove the opposite of his assertions.

2. Inaccurate Billing

a. The Complainant's Exceptions

The Complainant requests that both of his accounts be reduced to a \$0.00 balance and that credits be issued. Exc. at 2. He claims that his TED device accurately records his solar panel electric output and is essentially fail-safe. He submits that it, standing alone, is adequate proof of inaccurate billing by Duquesne Light. He also makes various references to Duquesne Light's alleged engineering ineptitude and prior problems with the two meters on the Property as additional evidence of billing inaccuracies. See e.g., Exc. at 3 referring to Finding of Fact (F.F.) No. 4 and F.F. No. 5; Exc. at 4 referring to F.F. No. 28; Exc. at 5 and Exc. at 7-9.

b. Duquesne Light's Replies to Exceptions

Duquesne Light replies that the Initial Decision rightfully denied that portion of the Complaint that alleged incorrect charges on the Complainant's bills because the Complainant failed to carry his burden of proof on this issue. R. Exc. at 8-9. The Company asserts that, at the hearing, the Complainant simply alleged that Duquesne Light meters were "bogus," and provided information from his TED device. Tr. at 65, 70. Duquesne Light emphasized that the Complainant is not an agent or representative of TED. Tr. at 70. Further, in response to the Complainant's claim, Duquesne Light presented the testimony of a Company billing analyst, who sponsored exhibits and meter data information that was used to bill the Complainant at the Property. Tr. at 169-204. Duquesne Light further presented evidence that each meter installed at the Property was tested prior to installation and tested within Commission guidelines set forth by

52 Pa. Code § 57.20. Tr. at 115-122. Thus, the Company asserts that the Complainant was billed in accordance with the Company's net metering billing practices, "meaning that the Complainant was billed on the net consumption or generation that the Complainant contributed for each billing period." R. Exc. at 9; Tr. at 170. Simply put, in some months, the Complainant generated more energy than he consumed, but in other months, however, the Complainant consumed more energy than he generated. Tr. at 175, 178. The Company notes that the bills admitted into evidence during the hearing reflect the net energy at the Property. R. Exc. at 9, n. 2. While the Company admits that it issued some bills based on estimated reads, it observes that estimated bills may be necessary where the Company is unable to obtain an actual meter reading – such as here, for example, where its meters have been tampered with. *Id.* Duquesne Light denies that its issuances of bills based on estimated meter readings was thus improper. R. Exc. at 9-10; Tr. at 192, 245-46.

The Company argues that the Complainant's bald assertion of "bogus" billing cannot be considered evidence in this proceeding. Tr. 65; *See Pa. Bureau of Corr. v. City of Pittsburgh*, 516 Pa. 75, 532 A.2d 12 (1987). Based on the evidence of record, the Company contends that the Initial Decision was correct in concluding that the Complainant is obligated to pay for the utility service provided at the Property, and he is responsible for the outstanding Duquesne Light balances in the amount of \$2,395.36 for the Home and \$823.32 for the Barn. R. Exc. at 9. The Company points out that the Complainant did not request a payment arrangement as a part of this Complaint. Complaint ¶ 4. In addition, the Company asserts that the Complainant has not had any Commission-issued or Company-issued payment arrangements on either account associated with the Property. R. Exc. at 9, n. 3; Tr. at 87-88.

c. Disposition

Based upon our careful review of the record, the Initial Decision, and the Exceptions and Replies, we agree with the ALJ that the Complainant failed to carry his burden of proving that there were incorrect charges on his bills. As noted by the ALJ, the Complainant did not seriously question his electric usage, but instead, he contends that his solar panels produce more energy than he is being credited. He relied entirely on the alleged accuracy of his TED device. I.D. at 16-17. The flaw in the Complainant's case on this point is that he presented no evidence to establish the accuracy of the TED monitor. *Id.* Furthermore, the Complainant did not refute the testimony of the Company's witness regarding the accuracy of the Home and the Barn meters when tested and the related accuracy of the Complainant's billings. *Id.*

The Complainant's mere layman's assertion of his TED device's recording accuracy without additional proof to support such a conclusion, does not alone carry his burden of proving with substantial evidence that his bills are inaccurate as rendered. Moreover, Duquesne Light's responsive testimony sufficiently rebutted the Complainant's assertions of billing error. Our decisions must be supported by substantial evidence of record and more than a scintilla of evidence is required. In addition, courts have held that the mere suspicion of a fact is not enough to support a conclusion; more is required. Thus, in this case, we agree with the ALJ that, without more evidence from the Complainant, we are unable to find error in the Company's bill calculations.

3. Meter Twist

a. The Complainant's Exceptions

The Complainant argues that the testimony of Duquesne Light's witness demonstrates that the Home and the Barn accounts were at some undefined point

switched. Exc. at 3 referring to FF. 4 and FF. 5. Mr. Cservak also discusses his perceived difficulties with the presentation of his evidence at hearing in the “Meter and Account Switching Issue” section of his Exceptions, but he does not substantively assert in that portion of his Exceptions that *Duquesne Light* switched his Home and Barn meters. Exc. at 9-11.

b. Duquesne Light’s Replies to Exceptions

Duquesne Light submits that the Complainant’s Exceptions under the heading “Meter and Account Switching Issue,” largely address the Complainant’s dissatisfaction with the confidential nature of settlement discussions and expresses a distrust in the ALJ’s ability to review the hearing exhibits presented by both parties prior to hearing. Duquesne Light notes that, substantively, the Complainant takes issue with the portion of the Initial Decision that indicates the Complainant did not present any evidence to support his claim of a meter or account twist. R. Exc. at 9-10.

Citing its own evidence, Duquesne Light emphasizes that, on February 12, 2019, the Complainant contacted the Company and suggested the meter assignments between the Home and the Barn were switched. Additionally, on February 15, 2019, the Company visited the Property to investigate for a possible meter twist, but the Complainant refused access to the Property. R. Exc. at 9-10, Tr. at 138-39.

The Company explains that it approved the interconnection for the Complainant’s 7.6 kW photovoltaic solar panel arrays for the Home and 5kW photovoltaic solar panel arrays for the Barn on or around November 2017. R. Exc. at 1. On November 8, 2017, Duquesne Light exchanged the Home’s existing digital meter with a net meter, which was tested before installation and yielded meter readings within the Commission regulations. The Company further noted that, on or about February 19, 2018,

Duquesne Light exchanged the Barn's existing digital meter with a net meter, which was tested before installation and yielded meter readings within the Commission Regulations.

Duquesne Light explains that approximately one year after the installation of the net meter for the Barn, on February 12, 2019, the Complainant contacted the Company and suggested the meter assignments between the Home and the Barn were switched. R. Exc. at 2. On February 15, 2019, the Company visited the Property to investigate for a possible meter twist, but the Complainant refused access to the Property.

Id.

Thereafter, on October 25, 2019, the Company discovered it was not receiving meter reads for the Barn net meter and on December 27, 2019, the Company discovered it was not receiving meter reads for the Home net meter. On February 13, 2020, the Company visited the Property to investigate. R. Exc. at 2. On site, the technician observed that the Home meter had been removed from its socket, and the Home wiring had been reconfigured without Company prior authorization. *Id.*

As a result of its findings, on February 18, 2020, the Company posted a 10-day termination notice to the Property, indicating that electric service may be shut off due to meter tampering, irregular wiring, and a potentially unsafe condition. R. Exc. at 3. The 10-day notice further indicated the Company would not terminate service if the Complainant paid a \$300 tampering fee and obtained a wiring inspection. Because the Company did not receive payment of the tampering fee or evidence of a wiring inspection, the Company terminated the Complainant's electric service on Monday, March 2, 2020, and left a post-termination notice at the Property. R. Exc. at 3-4. According to the Company (and the Complainant), electric service is currently on and active at the Property. Duquesne Light restored electric service on September 1, 2020, after receiving a wiring approval from a certified electrical inspector and the

\$300 tampering fee. The Complainant's account balances at the time of filing of the Reply Exceptions were \$2,395.36 for the Home and \$823.32 for the Barn.

Duquesne Light submits that the Initial Decision correctly stated that the Complainant failed to meet his burden of proof with regard to the meter or account switching allegation. Similar to the incorrect billing allegation, the Company contends that the Complainant simply alleged that Duquesne Light meters were switched, and used that opinion to justify why he removed one meter and rewired the service through the remaining meter. R. Exc. at 10, Tr. at 28. Duquesne Light argues that the Complainant's mere bald assertions or personal opinions of a meter twist cannot be considered evidence in this proceeding. See *Pa. Bureau of Corr. v. City of Pittsburgh*, 516 Pa. 75, 532 A.2d 12 (1987). R. Exc. at 9-10.

Duquesne Light argues that the Complainant failed to present any evidence that the Company's meter assignments at the Property are (or were) incorrect, and thus, the Complainant's claim of a meter or account switch at the Property must be denied. *Id.*

c. Disposition

We concur with the ALJ's observation that Mr. Cservak did not present any evidence as to how he determined the Home and the Barn meters had been switched or when. I.D. at 18. This lack of evidence reduces the Complainant's assertion to an opinion and does not form the basis for a finding of fact favoring his claim. *Pa. Bureau of Corr. v. City of Pittsburgh*, 516 Pa. 75, 532 A.2d 12 (1987).

The ALJ gave appropriate weight to the Company's testimony regarding account assignments on the Home and the Barn meters at the Property. I.D. at 18; Tr. at 76-77, 82; DLC Exhs. 1A and 1B. In addition, the ALJ noted that the history of account assignments to the respective Home and Barn locations were supported by the

bills admitted into evidence. DLC Exhs. 37A and 37B. Therefore, we determine that the ALJ correctly concluded that Mr. Cservak failed to carry his burden of proof on his meter and account switching issue and that Duquesne Light's responsive testimony more than sufficiently rebutted the Complainant's case.

4. Lack of Due Process

a. The Complainant's Exceptions

As noted immediately above, the Complainant essentially claims in several parts of his Exceptions that the presiding officer did not have the Complainant's Exhibits and/or the ability to review materials that the Complainant had submitted during the BCS informal complaint process. Exc. at 3 and 9-10. In addition, the Complainant appears to argue that settlement discussions between the Parties should have been a part of the evidentiary record. Exc. at 10.

b. Duquesne Light's Replies to Exceptions

Duquesne Light replies that the Complainant expresses dissatisfaction with the confidential nature of settlement discussions and distrust in the ALJ's ability to review the hearing exhibits presented by both Parties prior to the hearing. R. Exc. at 9-10.

c. Disposition

To the extent that the Complainant argues that the formal processes of the Commission for the handling of confidential settlement discussions and the adjudication

of complaints is inadequate, his Exceptions are denied.⁹ The Commission's rules guarding confidentiality of settlement discussions are validly based and the ALJ appropriately protected the development of the record to exclude such matters. As for the Complainant's allegation that the ALJ allegedly did not have the Complainant's exhibits or materials he submitted prior to hearing, the Complainant's Exceptions also are denied. The record is clear that the ALJ painstakingly proceeded in seeking to understand fully the Complainant's position throughout the hearing and rendered his Initial Decision with reference to the Complainant's testimony and exhibits. I.D. at 5-6 and 19.

III. Conclusion

Based on the foregoing discussion, we shall deny the Complainant's Exceptions and dismiss the Complaint, consistent with this Opinion and Order;
THEREFORE,

IT IS ORDERED:

1. That the Exceptions filed by Frank J. Cservak, Jr. on March 24, 2021, to the Initial Decision of Administrative Law Judge Conrad A. Johnson, issued on March 1, 2021, are denied, consistent with this Opinion and Order.
2. That the Initial Decision of Administrative Law Judge Conrad A. Johnson, issued on March 2, 2021, is adopted in its entirety, consistent with this Opinion and Order.


⁹ Exc. at 1, 2-3, 5-6, and 9-11.

3. That Duquesne Light Company's Motion for Partial Judgment on the Pleadings, filed on June 12, 2020, is granted and the claims regarding termination are dismissed.

4. That the Formal Complaint filed on February 29, 2020, by Frank J. Cservak, Jr. against Duquesne Light Company, is dismissed.

5. That the proceeding at this docket be marked closed.

BY THE COMMISSION,



Rosemary Chiavetta
Secretary

(SEAL)

ORDER ADOPTED: June 16, 2022

ORDER ENTERED: June 16, 2022



ARCHITECTURE-ENGINEERING
CONSTRUCTION MANAGEMENT

January 11, 2023

VIA ELECTRONIC MAIL

Mr. Michael A. Gruin
Stevens & Lee
17 N. Second Street, 16th Floor
Harrisburg, PA 17107

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

Dear Mr. Gruin,

Enclosed for filing is the RESPONSE TO MOTION FOR PARTIAL JUDGMENT OF THE PLEADINGS OF DUQUESNE LIGHT COMPANY to the referenced Complaint. A copy has been served on the Complainant in accordance with the attached Certificate of Service.

Should you have any questions or concerns, please don't hesitate to contact me.

Service Never Ends

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

Frank J. Cservak Jr., PE
Founder / Sole Proprietor
CM Services
174 Barberry Road
Sewickley Heights, PA 15143
FCservak@C-MServices.com
O: 412-281-5050
M: 412-427-4385

DATE OF DEPOSIT

JAN 12 2023

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



ARCHITECTURE-ENGINEERING
CONSTRUCTION MANAGEMENT

January 11, 2023

VIA ELECTRONIC MAIL

Mr. Kevin Walker
CEO - Duquesne Light Company
411 Seventh Ave.
Pittsburgh, PA 15219

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

Dear Mr. Walker,

Enclosed for filing is the RESPONSE TO MOTION FOR PARTIAL JUDGMENT OF THE PLEADINGS OF DUQUESNE LIGHT COMPANY to the referenced Complaint. A copy has been served on the Complainant in accordance with the attached Certificate of Service.

Should you have any questions or concerns, please don't hesitate to contact me.

Service Never Ends

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Frank J. Cservak Jr., PE
Founder / Sole Proprietor
CM Services
174 Barberry Road
Sewickley Heights, PA 15143
FCservak@C-MServices.com
O: 412-281-5050
M: 412-427-4385

DATE OF DEPOSIT

JAN 12 2023

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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

Complainant,

vs.

DUQUESNE LIGHT COMPANY
Respondent.

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Docket No. C-2022-3036252

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing Response to Motion for Partial Judgment on the pleadings of Duquesne Light Company 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

Michael Gruin
17 N. 2nd Street
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Rosemary Chiavetta Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
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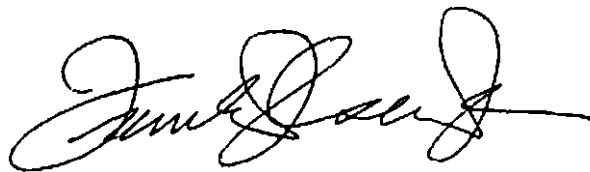
Conrad A. Johnson
cjohnson@pa.gov

Kevin Walker, CEO
Duquesne Light Company
411 Seventh Ave.
Pittsburgh, Pa 15219
kwalker@duqlight.com

DATE OF DEPOSIT

JAN 12 2023

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

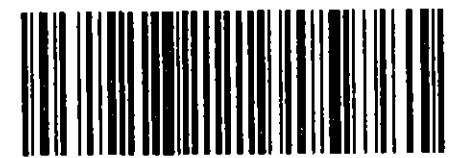


Frank J. Cservak Jr. P.E.

Dated: January 11, 2023

FJ CSERVAK P.E.

CERTIFIED MAIL



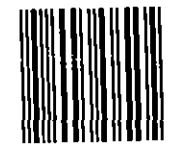
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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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