

PENNSYLVANIA PUBLIC UTILITY COMMISSION

CRAIG MURPHY, COMPLAINANT

V

DUQUESNE LIGHT CO., RESPONDENT

NO. C-2023-3038940

COMPLAINANT'S REPLY TO RESPONDENT'S ANSWER

1. Respondent admits upon information and belief.
2. Respondent admits to averment of Complainant.
3. Respondent admits to averment of Complainant.
4. Respondent has and continues to withhold a termination notice for the sole purpose of preventing complainant from timely applying to the Liheap Crisis Grant administered by the Pennsylvania Department of Human Services and funded via the federal government. To date, the Respondent has reaged the Complainant's account in furtherance of its **acts of conversion of grant monies** that the complainant is eligible to receive under the guise that the complainant disputes the amount owed. The assertions of the respondent with regard to winter termination, and termination notices are without merit. 52 Pa. Code § 56.100 does prohibit termination of utility service for low income customers during winter months, however the complainant's income was never disclosed to respondent during this time period. 52 Pa. Code § 59.66 prohibits termination notices from being issued for the sole purpose of obtaining a security deposit, and the respondent has already violated this code by its own admission as evidenced by the termination notice issued on May 19, 2019 for the sole purpose of obtaining a security deposit.

Statutes must be interpreted according to their plain meaning See Crown Castle NG E. LLC v. Pa. Pub. Util. Comm'n, 234 A.3d 665 (Pa. 2020) Id. at 674., which includes codes that have the force and effect of law See Chrysler Corp. v. Brown, 441 U.S. 281 (1979) Id. at 295-296. 52 Pa. Code § 56.100 applies to winter service provisions, while 52 Pa. Code § 59.66 applies to security deposits. The respondent's attempt to misconstrue these codes In Pari Materia **must fail** . See 231 Pa. Code § 131. Although laws must be interpreted according to their plain meaning, they must not be interpreted in a way that leads to absurd results See United States v. Turkette, 452 U.S. 576 (1981) Id. at 580.

Respondent's citation to 52 Pa. Code § 59.66, and 52 Pa. Code § 56.100 ignores the canon of surplusage See Commonwealth v. McClelland, 223 A.2d 717 (Pa. 2020) Id. at 734-735 by applying certain parts of the code(s) instead of applying these codes as a whole i.e. security deposit provisions [52 Pa. Code § 59.66], and winter termination provisions where no income information has been presented [52 Pa. Code § 56.100]. In addition, the proper course for the respondent's to take can be found in 66 Pa.C.S.A. § 1406 subsections (a)(b)(c)(d)(e).

Once the complainant became ten (10) days past due these provisions would have allowed complainant to inter alia apply for Liheap Crisis, and or provide household income so that then the winter service procedures could take place. Instead respondent chose to maliciously withhold such notice and further reage the complainant's account when no dispute of the charges existed in order to further prevent the complainant from obtaining government assistance.

According to the respondents via various telephone conversations with the complainant, this was done solely because the respondent did not believe that the complainant should receive this assistance. This violation of the complainant's fourteenth amendment rights is a usurped and arbitrary exercise of powers. This arbitrary exercise of powers from respondent as a public utility thus designates the respondent as a state actor who is acting as the DHS Department of Human Services in the

administration of state energy grants whose prerogative is to determine eligibility for state grants See Jackson v. Metropolitan Edison Co., 419 U.S. 345 (1974) Id. at 351, 352, 356.

It is not clear at this juncture whether the Pennsylvania PUC or the Pennsylvania DHS is complicit with respondent's aforementioned action(s) See Moose Lodge No. 107 v. Irvis ET. AL., 407 U.S. 163 (1972) Id. at 179, 181. Complainant incorporates by reference his answer to respondent's preliminary objections as they relate to the complainant's standing to pursue his constitutional challenges See Duke Power Co. v. Carolina Environmental Study Group, Inc. ET AL., 438 U.S. 59 (1978) Id. at 81-82.

Complainant submits that the respondent's actions against him violate his fourteenth amendment rights as a class of one See Village of Willowbrook v. Olech, 528 U.S. 562 (2000) Id. at 564. i.e. its spiteful effort to get him wholly unrelated to any legitimate state interest.

Insomuch that the commission believes that it has no jurisdiction to entertain the complainant's constitutional claims See PECO Energy Co. v. Pa. Pub. Util. Comm'n, 791 A.2d 1155 (Pa. 2022) at 1160, the complainant submits that this case may be resolved on statutory grounds as well See Gomez v. United States, 490 U.S. 858 (1989) Id. at 864. With this settled, complainant submits that respondent has failed to adhere to 66 Pa.C.S.A. § 1406 subsections (a)(b)(c)(d)(e). In addition, respondent is in violation of 18 U.S.C. § 371 relating to impairment of legitimate government activity; 18 U.S.C. § 641 related to conversion See P.L. No. 97-300; See Paves v. Corson, 765 A.2d 1128 (Pa.Super 2000) Id. at Conversion is the deprivation of another's right of property without lawful justification.

CONCLUSION

For the reasons stated herein, the commission should find in favor of the complainant and against respondent.

 (Signed)

CERTIFICATE OF SERVICE

AND NOW, this 13th day of April 2023, The complainant has caused this reply to be served upon the following counsel by electronic mail:

Emily Farah

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 (Signed)

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