

I, Michael Dalton, am providing this written response to address points presented by Duquesne Light Company via their counsel, Donald R. Wagner, as their Answer and New Matter, which was mailed to me on April 12, 2023. Hereinafter, "DLC" will refer to Duquesne Light Company and also apply to counsel's statements made on their behalf. This reply incorporates additional matter to further substantiate the facts.

I believe that my email address of record, provided in Section 1 of my Formal Complaint, has been corrected from "msdalt01@mail.com" as originally stated, to msdalt01@gmail.com

DLC states that I "am co-owner of the property since May 12, 2020." I am no longer co-owner; the property was recently sold. Responsibility for future use of electricity has been transferred to the new owner, who is aware of existing circumstances regarding both the wiring and this ongoing dispute.

DLC denies that their investigator made erroneous conclusions regarding the foreign load (a.k.a. foreign wiring) at the premises.

DLC's Foreign Load Investigation Report (their Exhibit A) lists erroneous findings from their first-floor review on October 31, 2022. During the examination, power through each of the two meters was deactivated individually. I walked through the rental units, and reported to the inspector which lights were affected. I cooperated fully with DLC's technician, informing him of which services were supplied through each meter. He did not enter the premises to evaluate access to the basement or locations for the controls actuating various lights. He incorrectly assumed that basement and exterior lighting served common areas. My formal complaint provided photographic evidence supporting my objection to inclusion of basement lighting and the exterior spotlight as foreign load because they illuminate areas

providing exclusive benefit to the tenant whose meter measured the alleged foreign load. That tenant is the only tenant with access to the basement. The switches controlling power to these applications are located inside her apartment and the basement itself. The basement is essentially a part of her apartment where she stores many belongings (please refer to photos in my Formal Complaint). This is not a common area because she is the only tenant with access and the one who is using it for storage.

I have repeatedly corrected my original statement that the water heater involved foreign load; it is a gas water heater which does not consume metered electricity. I explained that the hot water heater had stopped working coincidentally with the power having been turned off; I had incorrectly inferred that the events were related. Neither the current nor the previous water heater requires DLC's electricity.

I had communicated with the PUC Investigator concerning his determination of my Informal Complaint in an effort to correct statements appearing in **DLC's Exhibit C**. These remain uncorrected. Please note that my informal complaint, itself, states "The gas water heater uses no metered electricity." I also took exception at that time to inclusion of basement lighting and the "common area light" identified in DLC's Exhibit C. I am including a copy of my email to the PUC Investigator, which requested corrections, as **my Exhibit 1**. In defense of the investigator, he was extremely professional throughout the process but had missed time during this period due to illness and year-end holidays which coincided with his processing the complaint. He told me that I would be able to address errors in my Formal Appeal. I did.

DLC denies that they have overcharged me. My formal complaint stated that DLC overcharged me for electricity in the second-floor unit. DLC's initial charges for that apartment were reduced by more than 70% under BCS Case #3881790 (See Exhibit B). My formal complaint includes account records clearly documenting DLC's reversal of the initial charge and correction to a value of less than 1/3 the original amount. I also provided proof that the payment DLC is seeking to transfer from the first-floor tenant includes amounts exceeding normal charges for DLC-supplied electricity. My formal complaint

presented evidence of both non-electricity charges and rates which were higher than DLC's normal charges. The proposed transfer amount also contains sums which would have been waived if the tenant had fulfilled her obligations under a payment plan arranged with DLC.

Charges, which DLC is seeking to transfer, include amounts beyond DLC's normal cost for the metered electrical service. These consist of late fees, (double-billed) reconnection charges and higher electricity rates which were incurred when the tenant's account was assigned to Greenlight Energy, Inc. a higher cost supplier. Associated excess charges are estimated in my formal complaint to be greater than \$440. Evidence supporting these claims is provided within my Formal Complaint using copies of the tenant's account record.

DLC states in their Answer and New Matter response that I am "listed as an 'authorized representative' for the First Floor Unit's electric account."

On April 24, 2023, I requested, through DLC's counsel, DLC's telephone records for calls both for

1. the account in my name and
2. for my conversations which occurred as an authorized representative for the first-floor tenant's account.

I was informed by DLC's counsel that DLC would respond to my request within 20 days' time. I infer that DLC's response may not come before May 2, 2023, the apparent deadline for filing this response.

On April 25, 2023, as Authorized Representative for the tenant's account, I expanded my request to include records of the tenant's conversations with DLC. On April 26, DLC's counsel requested that I narrow the scope of my request. At this point, I am also awaiting the following records of conversations between the tenant and DLC including:

- transfer of prior charges to the tenant's account
- payment plan(s) including assistance programs and payment forgiveness which were discussed
- discussions concerning foreign wiring/load topics
- transfer of the tenant's account balance to the property owner.

I respectfully request permission to incorporate DLC's call records and my related comments as an addendum to this reply after they are made available.

I spoke with DLC Customer Service on behalf of the tenant on more than one occasion. During one of those calls, I communicated the presence of foreign wiring, without realizing that the wiring arrangement had been inappropriate.

In a previous conversation with DLC customer service, I learned that the tenant had entered into a payment/assistance plan with DLC to ameliorate her past-due account balance. I was told by DLC's representative that, (paraphrasing) 'if the tenant had abided by the terms of that arrangement, her account balance could have been reduced by as much as \$500.' My notes from the conversation contain references to a "CAP Program" and "Dollar Energy Grant." Had it not been for that conversation, I would not have known these resources exist.

It seems that DLC did not arrange automatic payments via debit card or other means to facilitate this payment/assistance arrangement. DLC's neglect in this regard and Tenant's failure to abide by the terms have caused the balance to be higher than it would have otherwise been. According to information I obtained online in Exhibit 3, "Applicants can receive **two grants per calendar year.**" Appropriate actions by the tenant and DLC in this regard could apparently have reduced the past-due balance due by as much as \$1,000. DLC's attempt to recover these forfeited benefits from me is another instance of DLC's overcharging.

DLC denies that I was unaware of the concept of foreign wiring. I submit that it is unreasonable to believe that I would have introduced its existence into my discussions with DLC if I had been deviously attempting to escape payment for such load. I have stated repeatedly that both tenant and I were aware of the furnace fan's dependence on electricity flowing through her meter and had agreed to lease terms with that knowledge.

DLC denies that I am entitled to requested relief. For reasons stated in my informal complaint, communications with PUC's investigator, in my formal complaint and herein, I believe that the amount DLC is seeking is excessive, given tenant's and DLC's responsibilities for its magnitude.

Prior to my Formal Complaint, DLC had been unwilling to discuss any adjustment to the charges they sought to transfer. After my Formal Complaint, discussions occurred between a DLC representative and me concerning the disagreement. Without relating the actual proposals we discussed, I can unequivocally state that the words, "final offer," were not spoken by either party. Instead, I received a letter from DLC's attorney. I had hoped that we could ultimately reach an equitable solution via negotiation.

My formal complaint has admitted to the presence of foreign load resulting from the furnace's fan. The average cost for operating the fan, which primarily benefits the first-floor tenant and is controlled by her, is estimated at less than \$10 per month, as explained in my complaint. The tenant was aware of this load when she signed her lease and accepted responsibility to pay for electricity.

DLC cited two prior cases where *de minimus* load was sufficient to cause transfer of a past-due balance. In both instances, the transferred charges were well below half of the amount DLC is seeking to transfer here, and in each of those cases the tenant initiated the process.

As stated, I had been completely unaware of the concept of foreign load prior to my above referenced conversation with DLC. I respectfully request that you consider the following scenario: What if a tenant had bought an electric vehicle and an uninformed landlord had allowed her to install a charging station before ultimately learning of the foreign wiring regulations? How much is too much?

In summary, the \$2,541.04, which DLC wishes to transfer is excessively onerous considering:

- said amount would operate the (actual foreign-load) furnace fan for more than 20 years. Moreover, that fan principally benefitted and was controlled by the first-floor tenant,
- the tenant had agreed to her monthly rent payment knowing that she was paying for the furnace fan,
- DLC allowed the tenant to amass past-due charges which would fully power her apartment for roughly one year, under normal circumstances, and is now seeking to shift the entire balance to me
- Tenant failed to abide by the terms of a payment/assistance arrangement with DLC which would have reduced the balance due by 'as much as \$500' (again paraphrasing from my conversation with DLC's customer service representative). Investigation revealed that such grants are seemingly available **twice** per calendar year so total potential savings might have been \$1,000.
- DLC neglected to establish an effective, automatic payment method to facilitate this payment/assistance arrangement, which had been established with the tenant
- the amount DLC is seeking includes fees and charges which would exceed the charge for DLC-supplied electricity by more than \$440 – including late charges, (double-billed) reconnect fees and higher-cost supplier charges as documented in my Formal Complaint
- I had been completely unaware of the concept of Foreign Wiring/Load prior to my admission of its presence to DLC and did not knowingly behave inappropriately. I have performed in good

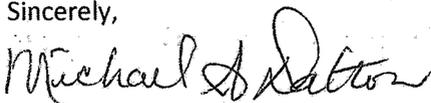
faith throughout this entire process, including honestly providing information to DLC's inspector concerning the vestibule light being on the second floor's meter – to my own detriment. I spent several hundred dollars correcting the Foreign Wiring for that other unit, including a previously unidentified issue – at additional cost to me. DLC had attempted to overcharge me for that account and was subsequently corrected by means of an informal complaint. DLC's initial charges for that apartment were reduced by more than 70% under BCS Case #3881790.

- I have made payments for all first-floor apartment electricity usage since the foreign wiring was initially confirmed.

Two parties are responsible for the past-due charges being so excessively high: DLC and the tenant. Both were negligent by virtue of the reasons stated. I was unaware of the statutes and believed that the negotiated lease rate was appropriate, given the furnace fan's minimal electricity use and the tenant's agreement to pay to operate it. I earnestly believe that I have behaved responsibly throughout this entire process by fully cooperating and complying with the regulations once I became aware of them.

I hope that mediation will result in a more equitable outcome than any that have been proposed by DLC.

Sincerely,



Michael S Dalton

# Exhibit 1:

brykauffma@pa.gov

Re: [External] Re: 3878482\_Dalton\_Decision.pdf

**Michael Dalton** <msdalt01@gmail.com>  
to Bryan

Thu, Jan 26, 6:01AM

Bryan,

I reviewed your report and I am not sure whether something might have been omitted from the final sentence of #8" under "INVESTIGATION BY STAFF OF THE PUBLIC UTILITY COMMISSION FOUND THAT:" That sentence stated, "Upon correction of the foreign wiring, the premise."

I attempted to speak with you, and left voice messages on January 23 & 25, seeking more information concerning a formal appeal. Specifically: May I introduce information, which was not documented in your investigation report, if I elect to file a formal complaint and seek judicial discretion concerning the payment amount due to Duquesne Light?

I have spoken repeatedly with DLC and have learned that no adjustment will be made without intervention by the PUC. If I will not be allowed to introduce new matter with a formal appeal, I respectfully request that you amend your report to include information which I submitted to the PUC online on November 28. Some of that information was not relevant to this case because, at that time, I had thought that my complaint included both First & Second Floor services. I submitted additional information for the second-floor case online this morning.

I propose the following additions/corrections for your report. I am also attaching a PDF copy of the document I uploaded on November 28.

Proposed modifications to the "INVESTIGATION BY STAFF OF THE PUBLIC UTILITY COMMISSION FOUND THAT:" include:

#5 At the time of my call to Duquesne Light on October 13, the water heater was not functioning. I surmised incorrectly that this was related to the power suspension. In fact, the (gas) water heater had no electrical connection and had broken coincidentally. The water heater was replaced and still has no electrical connection. That October 13 call had been made on behalf of the first-floor tenant who was perplexed by her seemingly high electric bills.

#6 The "spotlight in a common area" is located at the back corner of the residence and is controlled by a switch in the first-floor tenant's apartment. The other tenant has no obvious reason to be in the area lighted by the spotlight and no one but the first-floor tenant has control of the spotlight. The first-floor tenant is the only resident with access to the basement, where she stores personal property, and the basement light switch is exclusively accessible by the first-floor tenant. These services exclusively benefited and were controlled by the first floor tenant.

Carnegie has one "g"

After submitting my initial document, I obtained access to the first-floor tenant's billing history. As we discussed, I learned that more than \$300 of her electric charges resulted from a change to a more expensive power provider. There are also charges associated with failure to pay and reactivation of suspended service. It does not seem appropriate to hold me liable for these charges.

Two additional (perhaps rhetorical) questions:

How could Duquesne Light allow her to accumulate more than \$1300 in unpaid charges in addition to the \$700+ which was transferred to her in February?

How can I be held liable for DLC's failure to collect from her when payment was due, especially when electric consumption due to foreign wiring was a minor portion of the bill and the tenant was aware that she was paying for that service?

I am deeply grateful for your consideration and insight concerning this matter,

Mike

# Exhibit 2

Begins on the following page

**INFORMAL COMPLAINT DECISION  
THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Michael Dalton  
103 Railroad Ave  
Flr 2  
Carnegie PA 15106

**Date:** 2/9/2023

V.

**BCS:** 3881790

Duquesne Light Company

**Acct. No:** 4595676187

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**DECISION ON INFORMAL COMPLAINT BY THE PUBLIC UTILITY COMMISSION (PUC):**

**STATEMENT OF COMPLAINT:**

We received your informal complaint on 12/27/2022. In the complaint, you state that your tenant's billing was transferred to you due to foreign wiring found at the address. You stated that when the company checked the meter, it was found the meter was not working and displayed fatal error reading. You are disputing the billing for October 2022 that was transferred in amount of \$220.70 and want explanation how this billing was calculated when the meter was not working.

**INVESTIGATION BY STAFF OF THE PUBLIC UTILITY COMMISSION FOUND THAT:**

1. The company reported that 103 Railroad Ave is a two-unit residence owned by yourself. There are two meters at the location, serving Floor 1 Apt and Floor 2 Apt.
2. The company reported that service for Floor 2 Apt has been in name of Natiji Titt since 4/15/2013.
3. The company reported that on 10/31/2022 a technician visited the property and determined foreign wiring existed on both services at the address. A vestibule light at the front entrance was found to be connected to Floor 2 Apt service. The technician advised of the Act 54 (Landlord/Tenant Act) issue and that the accounts are required to be transferred to the landlord until the foreign wiring is corrected.
4. Act 54, July 2, 1993, amended Title 66 C.S. regarding imposing duties upon owners of rental properties.
5. According to 66 Pa. C.S. §1529.1. Duty of owners of rental property. (b) Upon receipt of notification that a residential building contains more than one individual unit that are not individually metered, a public utility company shall list the account in question in the name of the owner, and the owner shall thereafter be responsible for the utility services rendered. In the case of individually metered units, the utility shall list the account for the unit in question in the name of the owner, and the owner shall be responsible for the payment of utility services when foreign wiring is found.
6. The company reported that on 10/31/2022 the technician found that the meter serving Floor 2 Apt was displaying "fatal error" message. It was determined that the meter had stopped sending readings in July 2022. The meter was removed and replaced with a new meter.
7. The company reported that the billing for Floor 2 Apt had been based on estimated meter reads for billings dated 7/24/2022, 8/22/2022, 9/22/2022, 10/23/2022 and 11/10/2022 due to the equipment failure.

8. According to 52 Pa. Code §56.12(3), a public utility may estimate the bill of a customer if extreme weather conditions, emergencies, equipment failure, work stoppages or other circumstances prevent actual meter reading.
9. The company reported that service was transferred to your name with account # 4595676187 created and effective 11/1/2022. On 11/10/2022 the company transferred the balance of \$220.72 from the tenant's account to your new account. The total balance was \$220.72. This amount was the unpaid total of bills issued on 10/23/2022 for 368.95 kWh in amount of \$137.74 and 11/10/2022 for 207.09 kWh in amount of \$82.98. Total kWh used of 575.94 over 39 days.
10. Upon review of the billing by the PUC, it was determined that the estimated billing for period from 9/22/2022-10/31/2022 was abnormally high in comparison to prior historical billing and usage for this service. Review of prior billing dated to 10/12/2021 found the single highest bill period usage of 130 kWh. The PUC contacted the company regarding this discrepancy.
11. The company reported that a review found that due to the fatal error on the meter, the estimated billing was incorrectly calculated under high system estimates billing on an average of 12.72 kWh per day and 20.71 kWh per day. Due to this error the estimated billing for the 39 days in question was higher than normal. The company has recalculated the estimated billing using historical usage and rebilled the period 9/22/2022-10/31/2022 on 3.44 kWh per day. The rebill will result in \$158.98 decrease in billing and will be sent to the customer.
12. The company reported that the correction of foreign wiring was confirmed, and the service placed back into the name of Natiji Titt on 12/12/2022.
13. Per our conversation on 2/9/2023, you confirmed the foreign wiring was corrected and service placed back in the tenant's name. I advised you of regulations and landlord tenant act requirements of company to transfer balance to the landlord in these situations. We discussed the estimated billing and meter failure. I advised of the adjusted rebill that is pending due to the recalculation based on historical usage.

**BASED ON THESE FINDINGS, WE CONCLUDE THAT:**

1. The company determined foreign wiring existed for Floor 2 Apt service.
2. The company transferred this service account to your name in accordance with PA LAW.
3. You are responsible for the balance accrued at the address under your tenant's account while foreign load existed.
4. The company is permitted to bill on estimated reads due to equipment failure.
5. The company incorrectly calculated the estimated billing usage for period of 9/22/2022-10/31/2022.
6. The company will issue a rebill to your account with adjusted usage of 133.965 kWh over the 39 day billing period with an adjustment of \$158.98.

**THEREFORE, IT IS DECIDED THAT:**

1. Your complaint is dismissed in part and sustained in part.
  - a) Dismissed that the Company properly transferred the tenant balance to your account in accordance with the landlord/tenant act when foreign wiring was found, and the company may utilize estimated billing when an equipment failure occurs.
  - b) Sustained that the estimated billing from 9/22/2022-10/31/2022 was calculated incorrectly and will be recalculated according to #11 above.

If you have questions about the terms of this decision or how to appeal this decision, please call me at 717-787-2496

Bryan Kauffman  
Investigator

## **Exhibit 3**

Begins on the following page

2022 - 2023

## Duquesne Light Company Guidelines Pennsylvania Hardship Program

Dollar Energy Fund's **Pennsylvania Hardship Program** provides assistance grants to **Duquesne Light Company** customers that are applied directly to their utility bill. Funding is available on a first come, first serve basis and eligibility requirements vary based on the utility company. **Program guidelines and eligibility requirements are subject to change.**

### Program Dates:

#### For customers of Duquesne Light Company:

- Open from October 3, 2022, through February 28, 2023, for services that are off or in threat of termination.
- Starting March 1, 2023, the program is open to all eligible applicants regardless of service status.

**If applicants are eligible and programs are open, applicants must apply for LIHEAP and CRISIS before applying for the Dollar Energy Fund Hardship Program.**

### Sincere Effort of Payment:

Applicants must have paid at least **\$50** on their accounts in the past three months. CAP customers must have paid at least one CAP payment on their accounts in the past three months.

Exceptions may be made in cases of extreme hardships.

### Balance Requirement:

**Hardship Fund balance requirements will not be imposed during 2022 and 2023.**

### Maximum Grant:

Applicants can receive **two grants per calendar year**. (2022 and 2023)

Applicants with an electric furnace or heat pump may be eligible to receive **up to \$1,000 per grant** (maximum \$2,000 per year in 2022 and in 2023). Applicants with non-electric heating may be eligible to receive **up to \$500 per grant** (maximum \$1,000 per year in 2022 and in 2023).

Grant awards are based on need and each family's circumstances are different. Grant amounts are determined on a case-to-case basis.

### Additional Guidelines:

- Account must be residential, single home or apartment. No "cooking only", commercial, industrial, or apartments with shared utility service.
- Name on account must be that of an adult who is currently living in the home.
- Dollar Energy Fund grants cannot be used to cover security deposits or reconnection fees.

### Income Guidelines:

Total gross household income must be at or below **300%** of the **2023 Federal Poverty Income Guidelines** as shown in the chart below.

Household Size	300% Monthly	300% Yearly
1	\$3,645	\$43,740
2	\$4,930	\$59,160
3	\$6,215	\$74,580
4	\$7,500	\$90,000
5	\$8,785	\$105,420
6	\$10,070	\$120,840
7	\$11,355	\$136,260
8	\$12,640	\$151,680
Each add'l add	\$1,285	\$15,420

### Application Attachments:

- Verification of income or proof of LIHEAP or Crisis application, when those programs are open, must be attached to all applications.
- A copy of the most recent utility bill with proof of minimum payment must be attached to all applications.

### How to Apply:

The best way to start seeking help is by **calling your utility company**. They will provide you with information on a number of different assistance programs that are available to help low-income utility customers. Dollar Energy also partners with a network of Community Based Organizations throughout the state to provide application intake services for clients. Find an agency in your area with Dollar Energy Fund's [Agency Finder](#).

Visit [www.dollarenergy.org/need-help/Pennsylvania](http://www.dollarenergy.org/need-help/Pennsylvania) to learn more about Dollar Energy Fund.

### How Can You Help?

Dollar Energy Fund is a private non-profit organization that relies on the generosity of individual donors to fulfill its mission. Every dollar donated to the Hardship Program will be matched by our utility partners. These matching funds and 100% of your donation will assist limited-income families residing in Pennsylvania afford utility service. Give to Dollar Energy Fund by:

- Donating through your monthly utility bill; or
- Giving online at [www.dollarenergy.org/donate](http://www.dollarenergy.org/donate).

Visit [www.dollarenergy.org](http://www.dollarenergy.org) to learn more.

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

MICHAEL S. DALTON

Complainant

v.

DUQUESNE LIGHT COMPANY

Respondent

Docket No. F-2023-3039207

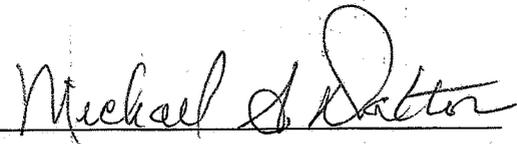
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**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a true copy of the foregoing Reply 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

Email: donald.wagner@stevenslee.com



Michael S. Dalton

Dated: May 1, 2023