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August 21, 2023

Via Electronic Filing

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Keystone Bldg. 2nd Floor W
400 N. Street
Harrisburg, PA 17120

RE: Karen Feitt & Higinio Mendoza Jr. v. Duquesne Light Company
Docket No. C-2022-3037095

Dear Secretary Chiavetta:

Enclosed please find Duquesne Light Company's Reply Exceptions in the above-mentioned matter. Copies of this cover letter and the enclosed filing were served upon Complainants, the Presiding Officer and the Office of Special Assistants in accordance with Pennsylvania Public Utility Commission regulations.

Please feel free to contact me if you have any questions.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Emily M. Farah", is written over a light gray rectangular background.

Emily M. Farah
Counsel, Regulatory

Enclosures

cc: Certificate of Service (w/encl.)

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

KAREN FEITT & HIGINIO MENDOZA JR.	:	
	:	
v.	:	C-2022-3037095
	:	
DUQUESNE LIGHT COMPANY	:	

DUQUESNE LIGHT’S REPLY EXCEPTIONS

Respondent Duquesne Light Company (“Duquesne Light” or the “Company”) files Reply Exceptions pertaining to the above-captioned Formal Complaint (“Complaint”) filed by Karen Feitt and Higinio Mendoza Jr. (“Complainants”), pursuant to 52 Pa. Code § 5.535, and states as follows:

I. BACKGROUND

On Monday, December 5, 2022, Duquesne Light was electronically served with the above-captioned Complaint. In the Complaint, the Complainants’ checked the boxes for incorrect charges on their bill and requested a payment arrangement. On December 21, 2022, Duquesne Light timely filed an Answer and Preliminary Objections to the Complaint. Pursuant to the Interim Order Sustaining Preliminary Objections and Referring Complaint to Mediation dated January 9, 2023, the Administrative Law Judge (“ALJ”) sustained the Company’s Preliminary Objections and approved the parties’ request to assign the proceeding to the Commission’s Mediation Unit. On February 10, 2023, the matter was scheduled for an evidentiary hearing.

An evidentiary hearing was held on March 21, 2023, as scheduled. At hearing, the ALJ instructed the Complainants to file, by April 11, 2023, a written statement with the Secretary’s Bureau setting forth their requested relief. The ALJ also instructed Duquesne Light to file a

written response, as necessary, by April 18, 2023. The ALJ's instructions were memorialized in her Interim Order Directing Written Statements, dated March 21, 2023. Complainants' statement and Respondent's reply statement were posted on the Pennsylvania Public Utility Commission's ("Commission" or "PUC") online docket. Duquesne Light incorporates its Responsive Written Statement, dated April 18, 2023, as if fully restated herein.

On July 20, 2023, the ALJ issued an Initial Decision ("Initial Decision") dismissing the Complaint. On August 14, 2023, the Commission docketed correspondence from the Complainants, titled "WARRANTED BONDED PROPERTY CLAIM," as Exceptions.

Overall, Complainants' "Exceptions" contain pseudo-legal jargon that is difficult to understand in an attempt to absolve Complainants of their responsibility to pay for Duquesne Light's utility services. Pursuant to 52 Pa. Code § 5.533(b), Exceptions "must be numbered and identify the finding of fact or conclusion of law to which exception is taken and cite relevant pages of the decision." Further, 52 Pa. Code § 5.533(b) requires that each specific exception must be accompanied by supportive reasoning.

Complainants' "Exceptions" do not conform to the requirements set forth in 52 Pa. Code § 5.533. The Complainants' "WARRANTED PROPERTY BONDED CLAIM" does not contain any numbered paragraphs or references to the conclusions of fact or law listed in the Initial Decision. Instead, it appears that the Complainant's "Exceptions" intend to raise a new convoluted theory to avoid paying for utility service. While Complainants should be afforded some leeway because of their status as pro-se litigants, the Commission should deny the Complainant's Exceptions because they fail to argue that any fact or conclusion of law in the ALJ's Initial Decision is incorrect. Notwithstanding the foregoing, Duquesne Light provides as follows:

II. Reply to Exceptions

A. Duquesne Light is entitled to payment for utility services rendered to the Complainants.

The ALJ correctly determined that the public utility is entitled to receive payment for the service it provides.¹ It is well settled that customers are obligated to pay for utility service provided to them.² Customers' unpaid bills are included in the utility's uncollectible expense and ultimately paid by the remaining ratepayers.³ As supported by Duquesne Light's Exhibit A, Complainants' Statement of Account, Complainants' outstanding account balance at the time of hearing was \$2,421.45. Exhibit A showed only 4 payments had been posted to Complainants' account within the last year, and of those 4 payments, only 1 was for the fully billed amount.⁴ Complainants' account balance is a result of their poor payment history and repeated attempts to avoid paying for utility services through various "vapor money" claims,⁵ which the ALJ properly denied.⁶ In sum, Complainants are obligated to pay for Duquesne Light's utility services.

B. Complainants are not entitled to a billing credit or "cost recovery" under Act 129 of 2008 ("Act 129")

The ALJ correctly denied Complainant's cost recovery theory under Act 129 of 2008, 66 Pa. C.S. § 2806.1.⁷ Presumably, the Complainants believe that for every dollar that Duquesne Light bills them, Duquesne Light should credit their account in the same amount. In other words,

¹ Initial Decision, COL No. 4, *citing Scaccia v. West Penn Power Company*, 55 Pa.P.U.C. 637 (1982).

² *Kea v. Peoples Natural Gas Co.*, 60 Pa. PUC 215 (1985); *Scaccia v. West Penn Power Co.*, 55 Pa. PUC 637 (1982).

³ *Bolt v. Duquesne Light Co.*, 66 Pa. PUC 463 (1988).

⁴ Initial Decision, FOF No. 6.

⁵ See *Feitt v. Duquesne Light Co.*, Docket No. F-2017-2636316 (Opinion and Order entered June 13, 2019); *Feitt v. Peoples Natural Gas Co. LLC – Equitable Division*, Docket No. F-2018-3003833 at 5-6 (Opinion and Order entered October 8, 2020); *Mendoza v. Peoples Natural Gas Company LLC*, Docket No. F-2019-3015189 (Opinion and Order entered July 15, 2021).

⁶ The Initial Decision held that the Complainants' "vapor money" theory is a "baseless construct." Initial Decision, pp. 9-11.

⁷ Initial Decision, COL No. 3, *citing* 66 Pa. C.S. § 2806.1.

Complainants believe that they should be absolved of their responsibility to pay their utility bills. This belief is evidenced in their written statement dated April 11, 2023, when they contend that Act 129 “allows cost recovery through the consumer credit transaction.”⁸ The purpose of Act 129 cost recovery mechanisms is to ensure that energy efficiency measures approved by the Commission are financed appropriately.⁹ The ALJ’s determination that the cost recovery referenced in Act 129 is not related to consumer allegations of improper billing¹⁰ is sound.

C. Complainants are not entitled to another a payment arrangement.

The ALJ correctly dismissed the Complainants’ request for another payment arrangement. In making the determination, the ALJ considered the Complainants’ allegations that they do not owe Duquesne Light any money, the number of payment arrangements Complainants have already received, and the Complainants’ noncompliance with past payment arrangements.

The Commission can order a payment arrangement on certain balances at its discretion, but the Commission “should exercise its discretion only on behalf of customers who have demonstrated some evidence of good faith efforts to pay their utility bills, or who have experienced a significant change of circumstances outside their control.”¹¹ A customer has not demonstrated a good faith effort to pay his or her utility bills if the customer has a poor payment history or has repeatedly violated past payment arrangements.¹²

Here, the ALJ aptly found that the Complainants were not entitled to an additional payment arrangement, partially because they have not satisfied any of the payment arrangements

⁸ Complainant’s Written Statement, p. 2 (April 11, 2023).

⁹ Initial Decision, p. 9, *citing* 66 Pa.C.S. § 2806.1.

¹⁰ Id.

¹¹ Crawford v. Nat’l Fuel Gas Distrib. Corp., Docket No. C-20066348, 2007 WL 4699560, at *9 (Dec. 6, 2007). See 66 Pa.C.S.A. § 1405(d).

¹² Oliver v. Pa. Electric Co., Docket No. F-2017-2595557, 2017 WL 5564159, at *6 (October 19, 2017).

provided to them, including the recently awarded Commission-issued payment arrangement.¹³ The ALJ also noted that, because the Complainants believe they do not owe the Company *any* money, “awarding a further payment arrangement would be futile.”¹⁴

Given that the Complainants have demonstrated a lack of good faith effort to pay their utility bills and adhere to past payment arrangements, the ALJ correctly declined to issue the Complainants another payment arrangement.

IV. CONCLUSION

As the Complainant, Complainants bear the burden of proving the allegations in the Complaint by a preponderance of the evidence. Nothing in the record for the above-captioned Complaint would allow for a conclusion that Duquesne Light violated the Public Utility Code or the Commission’s orders or regulations. The Initial Decision is fully supported by the evidence of record, and there is no basis for granting any of the Complainants’ Exceptions or overturning the Initial Decision.

Respectfully Submitted,
DUQUESNE LIGHT COMPANY



Emily M. Farah
Counsel for Duquesne Light Company

¹³ Initial Decision, FOF No. 10.

¹⁴ Initial Decision, p. 11, *citing* Feitt v. Duquesne Light Co., Docket No. F-2017-2636316 (Opinion and Order entered June 13, 2019), petition for rescission denied by Opinion and Order entered February 6, 2020.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

KAREN FEITT & HIGINIO MENDOZA JR. :
 :
 v. : C-2022-3037095
 :
 DUQUESNE LIGHT COMPANY :

CERTIFICATE OF SERVICE

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

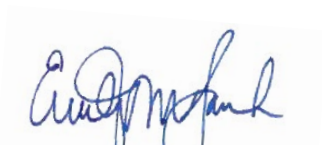
VIA ELECTRONIC MAILING ONLY

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Pennsylvania Public Utility Commission
Office of Special Assistants
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Dated this 21st day of August 2023.



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