

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

|                        |   |                |
|------------------------|---|----------------|
| Craig Murphy           | : |                |
|                        | : | C-2023-3038940 |
| v.                     | : |                |
|                        | : |                |
| Duquesne Light Company | : |                |

**INITIAL DECISION**

Before  
Mark A. Hoyer  
Deputy Chief Administrative Law Judge

**INTRODUCTION**

This decision dismisses Craig Murphy’s Formal Complaint alleging Duquesne Light Company’s failure to issue a termination notice to him for his past due balance in the winter of 2023 violated applicable law and prevented him from applying for a Low-Income Home Energy Assistance Program Crisis grant. Mr. Murphy failed to prove a violation of any applicable law.

**HISTORY OF THE PROCEEDINGS**

On March 14, 2023, Craig Murphy (Complainant) filed a Formal Complaint (Complaint) with the Pennsylvania Public Utility Commission (Commission) against Duquesne Light Company (Duquesne Light or Respondent). Mr. Murphy alleged Duquesne Light’s failure to issue a termination notice to him for his past due balance in the winter of 2023 violated the Equal Protection Clause of the Fourteenth Amendment of the United States Constitution and prevented him from applying for a Low-Income Home Energy Assistance

Program (LIHEAP) Crisis grant. Mr. Murphy requested that the Commission take appropriate action.

On April 3, 2023, Duquesne Light filed an Answer to the Complaint. Duquesne Light maintains that it properly issued termination notices to Complainant when it intended to terminate service for nonpayment, and denies any wrongdoing associated with the issuance or non-issuance of termination notices to Complainant. Duquesne Light requests that the Complaint be dismissed with prejudice.

On April 3, 2023, Duquesne Light also filed Preliminary Objections alleging that the Commission lacks jurisdiction over Complainant's claims that are rooted in an alleged violation of the Fourteenth Amendment of the U.S. Constitution. On April 13, 2023, Complainant filed an Answer to Preliminary Objections.

On May 18, 2023, an Interim Order was issued sustaining Duquesne Light's Preliminary Objections that the Commission lacks jurisdiction over any claimed violations of the Fourteenth Amendment of the U.S. Constitution and striking those claims from the Complaint. The Interim Order also directed that this matter be set for hearing on the remaining service issues emanating from the Complaint.

By Initial Call-In Telephone Hearing Notice dated May 23, 2023, the Commission scheduled this matter for an initial call-in telephone hearing on July 6, 2023. On May 25, 2023, I issued a Prehearing Order for Telephone Hearing informing the parties about the procedures for the hearing.

The telephone hearing convened as scheduled. Complainant appeared, self-represented, and testified on his own behalf. Complainant sponsored Complainant's Exhibit A that was admitted into the record. Duquesne Light was represented by Emily M. Farah, Esquire, who called three witnesses, Roxanne Morris, Alissa Thong and Michael Selep. Duquesne Light's witnesses sponsored Respondent's Exhibits A, E, and F that were admitted into the

record. The record consists of the transcript of the initial telephone hearing and the aforementioned exhibits.

The record was closed on July 28, 2023, by Interim Order Closing the Hearing Record. This case is procedurally ready for ruling.

### FINDINGS OF FACT

1. Complainant is Craig Murphy who resides at 117 Friendship Street, Duquesne, Pennsylvania 15110. Tr. 10-11.

2. Respondent, Duquesne Light Company, is a jurisdictional public utility providing electric service to Pennsylvania customers including Complainant.

3. On February 20, 2023, Complainant's account balance for electric service was \$216.63. Of that total amount, \$102.36 was overdue. Tr. 20-21; Respondent's Ex. A.

4. On March 14, 2023, Complainant filed this Complaint and checked the box for incorrect charges on his bill. Formal Complaint, p. 2.

5. Roxanne Morris, who is a supervisor of regulatory consumer relations for Duquesne Light, attempted to contact Complainant by telephone to discuss the Complaint after Duquesne Light was served with the Complaint on March 14, 2023, but she was unable to reach him. Tr. 16-17, 24-25.

6. On March 21, 2023, Duquesne Light placed the charges disputed by the Complainant in the amount of \$319.46 in a dispute essay after the filing of the Complaint because these charges are suspended from collection while the Complaint is pending. Tr. 21-25; Respondent's Exs. A, F.

7. On March 28, 2023, Duquesne Light issued a bill to Complainant for \$79.22 due on April 18, 2023. The disputed charges in the amount of \$319.46 which had been removed from collection procedures also appear on the bill. Tr. 23-24; Respondent's Ex. F.

8. Duquesne Light does not issue termination notices to a customer at the customer's request. Tr. 32.

9. Duquesne Light does not issue termination notices to customers for the sole purpose of qualifying for a LIHEAP Crisis grant. Tr. 41.

10. Duquesne Light does not initiate termination proceedings and issue a termination notice to a customer until after the customer's delinquent balance exceeds \$300. Tr. 29-30.

### DISCUSSION

Section 332(a) of the Public Utility Code (Code), 66 Pa.C.S. § 332(a), provides that the party seeking affirmative relief from the Commission has the burden of proof. Mr. Murphy is the party seeking affirmative relief from the Commission, and, therefore, has the burden of proof. To satisfy this burden, Mr. Murphy must demonstrate that Duquesne Light violated the Code or a regulation or outstanding order of the Commission. 66 Pa.C.S. §701. This must be established by a preponderance of the evidence. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990). Preponderance of the evidence means that the party with the burden of proof has presented evidence that is more convincing than that presented by the other party. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n.*, 578 A.2d 600 (Pa. Cmwlth. 1990). In addition, the Commission's findings of fact must be supported by "substantial evidence," which consists of evidence that a reasonable mind might accept as adequate to support a conclusion. A mere "trace of evidence or a suspicion of the existence of a fact" is insufficient. *Norfolk & W. Ry. Co. v. Pub. Util. Comm'n.*, 413 A.2d 1037 (Pa. 1980).

Section 56.99 of the Commission’s regulations, “Use of termination notice solely as collection device prohibited,” provides in pertinent part:

A public utility may not threaten to terminate service when it has no present intent to terminate service or when actual termination is prohibited under this chapter. Notice of the intent to terminate shall be used only as a warning that service will in fact be terminated in accordance with the procedures under this chapter, unless the customer or occupant remedies the situation which gave rise to the enforcement efforts of the public utility.

52 Pa. Code §56.99 (emphasis added).

Section 56.141(2) of the Commission’s regulations, “Dispute procedures,” provides in pertinent part:

(2) *Termination stayed.* Except as otherwise provided in this chapter, when a termination dispute or complaint has been properly filed in accordance with this subchapter, termination shall be prohibited until resolution of the dispute or complaint. However, the disputing party shall pay undisputed portions of the bill.

52 Pa. Code §56.141(2).

In the instant case, the crux of Mr. Murphy’s Complaint is that he requested a termination notice from Duquesne Light during the winter of 2023 and Duquesne Light failed to issue him a notice. Mr. Murphy complains that Duquesne Light’s failure to issue a termination notice made him ineligible for a LIHEAP Crisis grant. For its part, Duquesne Light argues that it followed the applicable law.

The undersigned concludes that Duquesne Light correctly followed the applicable regulations referenced above. Mr. Murphy failed to prove that Duquesne Light violated the Code or a regulation or order of the Commission. There is no evidence in the record that Duquesne Light had a present intent to terminate service to Mr. Murphy. *See* 52 Pa.Code § 56.99. In fact, on February 20, 2023, Complainant’s account balance for electric service was

\$216.63. Of that total amount, only \$102.36 was overdue. Tr. 20-21; Respondent's Ex. A. Duquesne Light's witness, Alissa Thong, testified credibly that Duquesne Light's policy is that termination procedures would not begin until after a customer's delinquent balance exceeds \$300. Tr. 29-30.

Once Mr. Murphy filed the instant Complaint on March 14, 2023, wherein he checked the box indicating incorrect charges on his bill, Duquesne Light was precluded from issuing a termination notice for the disputed amount. *See* 52 Pa.Code § 56.141(2).

Accordingly, Mr. Murphy's Complaint is dismissed in the ordering paragraphs below.

#### CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and the subject matter of this dispute. 66 Pa.C.S. § 701.

2. Complainant has the burden of proving Respondent violated the provisions of the Public Utility Code, Commission regulations or a Commission order in providing service. 66 Pa.C.S. § 332(a).

3. A public utility may not threaten to terminate service when it has no present intent to terminate service or when actual termination is prohibited. Notice of the intent to terminate shall be used only as a warning that service will in fact be terminated, unless the customer or occupant remedies the situation which gave rise to the enforcement efforts of the public utility. 52 Pa. Code § 56.99.

4. When a termination dispute or complaint has been properly filed, termination shall be prohibited until resolution of the dispute or complaint. However, the disputing party shall pay undisputed portions of the bill. 52 Pa.Code § 56.141(2).

5. Complainant failed to meet his burden of proving that Respondent violated the Code or a Commission regulation or order. 66 Pa.C.S. § 332(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Complaint of Craig Murphy at Craig Murphy v. Duquesne Light Company, Docket No. C-2023-3038940, is dismissed.

2. That the Secretary's Bureau shall mark Docket No. C-2023-3038940 closed.

Date: October 23, 2023

\_\_\_\_\_  
/s/  
Mark A. Hoyer  
Deputy Chief Administrative Law Judge