

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Philip Shropshire,	:	
	:	
Complainant,	:	
	:	
v.	:	Docket No. C-2024-3049266
	:	
Duquesne Light Company,	:	
	:	
Respondent.	:	

**Date: August 16<sup>th</sup>, 2024**

**Response to Respondent's June 18<sup>th</sup> Answer to the Court**

Preface:

I just wish to simply offer three arguments that I will quickly outline as an answer to respondent's statement of June 18<sup>th</sup>. One, section 1405 (e) clearly states that a payment arrangement can be extended "as a result of a significant change in circumstance". Two, while it may be true that I have not kept to past agreements that was also due as "a result of a significant change of circumstance." Namely my diabetes has required me to spend at least 15 days bed ridden at a UPMC hospital unit over the past three years. The second trip cost me my right big toe which means that the work that I had been doing to pay the bills, canvassing door to door, is not work that I

can safely continue to do. But the court should also note that I have paid Duquesne Light at least 7000 dollars since 2017 and have kept current under their cap program even though that's probably an undercount. Also, CAP has thrown me off that program without bothering to tell me. I never received the letter that was sent to me (See exhibit 3.). This is a problem. Three, the right for extension of payments should be infinite as long as Duquesne Light remains an entrenched yet wildly inappropriately profitable monopolist. For example, I pay way too much for my Internet services. But I have three or four options on that front. I have no option for alternative energy services. Yes I suppose if I had 20000 grand laying around I could go full solar, maybe 8 to 12 400 watt solar panels. (I have looked into it.) But if I had that kind of money then I suppose paying a 1900 bill wouldn't be much of a problem.

So let us begin.

1. **Payment extensions can be granted under 1405 due to change in income or change in circumstance.**

Here is the entirety of section 1405:

- (a) General rule.**--The commission is authorized to investigate complaints regarding payment disputes between a public utility, applicants and customers. The commission is authorized to establish payment arrangements between a public utility, customers and applicants within the limits established by this chapter.**(b) Length of payment arrangements.**--The length of time for a

customer to resolve an unpaid balance on an account that is subject to a payment arrangement that is investigated by the commission and is entered into by a public utility and a customer shall not extend beyond: **(1)** Five years for customers with a gross monthly household income level not exceeding 150% of the Federal poverty level. **(2)** Three years for customers with a gross monthly household income level exceeding 150% and not more than 250% of the Federal poverty level. **(3)** One year for customers with a gross monthly household income level exceeding 250% of the Federal poverty level and not more than 300% of the Federal poverty level. **(4)** Six months for customers with a gross monthly household income level exceeding 300% of the Federal poverty level. **(c) Customer assistance programs.**--Customer assistance program rates shall be timely paid and shall not be the subject of payment arrangements negotiated or approved by the commission. **(d) Number of payment arrangements.**--Absent a change in income, the commission shall not establish or order a public utility to establish a second or subsequent payment arrangement if a customer has defaulted on a previous payment arrangement established by a commission order or decision. A public utility may, at its discretion, enter into a second or subsequent payment arrangement with a customer. **(e) Extension of payment arrangements.**--If the customer defaults on a payment arrangements established under subsections (a) and (b) as a result of a significant change in circumstance, the commission may reinstate the payment arrangement and extend the remaining term for an initial period of six months. The initial extension period may be extended for an additional six months for good cause shown. **(f) Failure to comply with payment arrangement.**--Failure of a customer to comply with the terms of a payment arrangement shall be grounds for a public utility to terminate the customer's service. Pending the outcome of a complaint filed with the commission, a customer shall be obligated to pay that portion of the bill which is not in dispute and subsequent bills which are not in dispute.

First the good news.

If we take a look at section (d) it states “Absent a change in income, the commission shall not establish or order a public utility to establish a second or subsequent (note: presumably unlimited for a utility monopoly.) payment arrangement if a customer has defaulted...”

And the good news here is that there is no such absence. I am now officially a retiree and I'm making a guaranteed \$875 per month. (See exhibit one.) This means it's not a matter of if I can pay you but a matter of how soon. It also means that the court can in fact extend the payment arrangement or even grant me a new one. After all, I have already paid Duquesne Light about \$7000 (most of that over the last five years.) And it should be noted that there is one payment arrangement that I have completed. It just wasn't in the last five years. It was way back in 2012 according to my email records. It would have been nice if respondent's counsel had put that into the record as well as my defaults, or mentioned the 7000 dollars that I had paid (All available from Duquesne Light's utility records. That's how I did some back of the envelop calculations.)

For example, if you set the trial date for November, it is very likely that I could completely pay at least 1000 of what I owe and that Liheap could pay the rest. If that wasn't enough I could voluntarily pay my CAP amount plus 100 dollars for about six months and I believe it would all be paid off. I believe that was my old deal back in 2012. In fact I think it was 200 dollars per month, which was difficult, but not impossible to pay. Good news indeed. That certainly sounds better than

homelessness. I believe I am eligible for an agreement under 1405 B1 being that I think I am well below the federal poverty level.

**2. I have paid Duquesne Light 7000 dollars in payments over the last five years (at least) and my last few defaults were caused by inopportune hospitalizations and being thrown off CAP without me knowing it.**

I consider my electric bill my second most important bill other than my rent payment. Sometimes I consider it more important in that my house or apartment isn't really very important without heat or electricity. It seems that an important section of 1405 would be E:

**(e)Extension of payment arrangements.--**If the customer defaults on a payment arrangements established under subsections (a) and (b) as a result of a significant change in circumstance, the commission may reinstate the payment arrangement and extend the remaining term for an initial period of six months. The initial extension period may be extended for an additional six months for good cause shown.

It would seem that a PUC judge would be well within his or her right to reinstate a payment arrangement as the result of "a significant change of circumstance." It should be noted that these circumstances are many. I have been beset by serious health problems over the last several years. In

fact, last May of 2023 I was so sick that even though the bus took me straight outside the door to UPMC Shadyside that I was too sick to walk across the street. Even though my health was better 8 days later the doctor informed me that I had entered the hospital as a very sick person. At the time I thought that was a nice way for the doctor to say that I had nearly died. I had been ill for the previous several weeks beforehand and had forgotten to fill out my second request for LIHEAP. In fact, most of the money that I owe would be paid back had I simply been healthy enough to fill out the apps for both LIHEAP and the Dollar General Energy Fund. It should also be pointed out that my last alleged default, we may have to go deeper into that with discovery, was not my fault. CAP claims that they mailed me a letter that I had to respond to or I would lose my benefits. (Exhibit Two) But I never received that letter. (Exhibit 3.) I also didn't receive a concurrent email with the same information when that letter was allegedly sent. I think that all these events can be defined as "significant changes in circumstance."

And I believe that the judge would be fully authorized under E to extend that payment for certainly 6 months, and even 12 months if need be.

**3. A protected monopolist like Duquesne Light shouldn't have the "discretion" to throw people out on the street if they have made seven thousand in payments over the last 5 years and now have the means to pay back the debt that is owed. Yes it might be worth asking a jury that specific question.**

Again, as I have pointed out before it's not a matter of if I can pay back the \$1900 that I owe but how long it would take me. It would seem that Duquesne Light's counsel yet insists upon me being a homeless person despite this fact. The idea that they can't do two things at once, namely have me pay the CAP balance as well as pay back what I owe under the terms set under 1405 (I believe I'm at a third of the poverty level.) or sections B 1 through 4. I believe that's precisely what happened for my 2012 agreement. It would be a severe abuse of "discretion" not to allow me to do this again.

Again, if the court were to set a trial date for mid November there is an excellent chance that I would have the amount owed completely paid by then, barring something bad happening to social security. If so, I look forward to my day in court.

Respectfully submitted,

**Signature:** Philip Shropshire

Philip Shropshire

740 Franklin Avenue

Pittsburgh, PA 15221

[pshropshire@yahoo.com](mailto:pshropshire@yahoo.com)

Certificate of Service

DUPLICATE

I hereby certify that a true and correct copy of this document has been served to the following persons, in the manner indicated, in accordance with the spirit of the PA Code (relating to service by a participant)

BR. 240514

VIA EMAIL and E Filing

Megan E. Rulli

mulli@postschell.com  
717-612-6012 Direct  
717-731-1985 Direct Fax  
File #: 206538

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2nd Floor North  
P.O. Box 3265  
Harrisburg, PA 17105-3265

rchiavetta@pa.gov

**Exhibit One:**

You asked us for information from your record. The information that you requested is shown below. If you want anyone else to have this information, you may send them this letter.

**Information About Current Social Security Benefits**

Beginning April 2024, the full monthly Social Security benefit before any deductions is \$875.10.

We deduct \$0.00 for medical insurance premiums each month.

The regular monthly Social Security payment is \$875.00.

(We must round down to the whole dollar.)

Social Security benefits for a given month are paid the following month. (For example, Social Security benefits for March are paid in April.)

Your Social Security benefits are paid on or about the second Wednesday of each month.

### **Type of Social Security Benefit Information**

You are entitled to monthly retirement benefits.

### **Date of Birth Information**

The date of birth shown on our records is April 2, 1962.

### **Suspect Social Security Fraud?**

Please visit <http://oig.ssa.gov/r> or call the Inspector General's Fraud Hotline at 1-800-269-0271 (TTY 1-866-501-2101).

Exhibit 2 (Letter from CAP informing that I had been kicked out of the program.)-----



**DLC\_CAP**  
From: [dlc\\_cap@duqlight.com](mailto:dlc_cap@duqlight.com)  
To: Philip Shropshire

Thu, Jun 20 at 10:15 AM

Hello Philip,

This attached letter was sent out to you in April for your six-month recertification. If it's not received back, the account automatically defaults back to a non-cap account.

To reinstate, please fill out the other application attached, and you can [fax it to 412-244-8090](tel:412-244-8090), or you can email it back to the regular CAP mailbox for customers at [DLC\\_CAP@duqlight.com](mailto:DLC_CAP@duqlight.com)

Please attach your current proof of income, so your award letter can be provided now that you have income.

Thank you,

**"We are not all in the same boat. We are in the same storm. Some have yachts, some have Canoes, and some are drowning. Just be kind and help when you can"**

Reema M. Anderson

Duquesne Light Customer Success Coordinator (Swissvale Office)

Exhibit 3 (email timed and dated saying I never received the CAP letter.)

• I never received that letter...

Yahoo/Sent ☆



• **Philip Shropshire**

**From:** pshropshire@yahoo.com

**To:** randerson@duqlight.com



Thu, Jun 20 at 8:21 AM ☆

Apparently I never received that letter saying that I was being kicked out of CAP. So what do I have to do to reapply? I'm not working but I have taken early retirement being that I'm 62. I make approximately 875 per month now.



