

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Velva Millender

v.

Duquesne Light Company

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C-2024-3048892

INITIAL DECISION

Before
Mary D. Long
Administrative Law Judge

INTRODUCTION

A complaint by a residential customer is dismissed. The complainant did not prove that her billing was incorrect.

HISTORY OF THE PROCEEDINGS

On April 30, 2024, Velva Millender (Complainant) filed a Formal Complaint against Duquesne Light Company (Duquesne Light). She checked the box alleging that there were incorrect charges on her bill. Specifically, she contended that she had been billed incorrectly since 2020, and that she wanted the incorrect charges removed. A later notation, apparently made by the Commission's Secretary's Bureau, also checked the box indicating that she received a termination notice.

Duquesne Light filed an answer on May 28, 2024. Duquesne Light admitted that it had issued a termination notice but denied that there were incorrect charges on Ms. Millender's bill.

By hearing notice dated June 3, 2024, the complaint was scheduled for a hearing on July 17, 2024, and assigned to Administrative Law Judge Conrad A. Johnson. Judge Johnson issued a prehearing order on June 4, 2024, which included instructions for providing exhibits and other important information regarding the conduct of the hearing.

The hearing convened as scheduled. Ms. Millender appeared and testified on her own behalf. Duquesne Light, represented by Attorney Megan E. Rulli, presented the testimony of one witness, Roxanne Morris. Duquesne Light also offered 13 exhibits which were admitted into the record without objection. The hearing resulted in a 66-page transcript.

The matter was reassigned to me on March 4, 2025. I issued an order closing the record on March 4, 2025. Following careful review of the testimony and exhibits in this matter I make the following:

FINDINGS OF FACT

1. The Complainant is Velva Millender, who resides at 1374 Woodlawn Avenue, Pittsburgh Pennsylvania, and she receives residential electric service from Duquesne Light at that address. (Tr. 4, 21).

2. The Respondent, Duquesne Light Company is a Commission jurisdictional public utility.

3. Ms. Millender has resided at 1374 Woodlawn Avenue for more than 20 years. (*See* Tr. 22, 27).

4. As of June 26, 2024, the unpaid balance on the account was \$540.18. (Duquesne Light Ex. 1; Tr. 28).

5. In 2020, Ms. Millender made 11 payments: February, March, April, May, June, July, August, September, October, November and December. (Duquesne Light Ex. 1).

6. Only six payments were made by the bill due date. (Duquesne Light Ex. 1).

7. Only payments in June, July, August and September were for the entire amount due. (Duquesne Light Ex. 1).

8. In 2021, Ms. Millender made 12 payments, but none were for the entire amount due. (Duquesne Light Ex. 1).

9. In 2022, Ms. Millender made 11 payments to her account, but none were for the entire amount due. (Duquesne Light Ex. 1).

10. In 2023, Ms. Millender made 12 payments on her account, but only three were for the entire amount due. (*See* Tr. 30; Duquesne Light Ex. 1).

11. From January to June of 2024, Ms. Millender made five payments to her account (January, March, April, May and June), but only two were for the entire amount due. (Duquesne Light Ex. 1).

12. Ms. Millender filed a Bureau of Consumer Services (BCS) informal complaint in July 2019, challenging an account balance of \$521.04. (Tr. 41; Duquesne Light Ex. 4).

13. The BCS complaint was terminated in March 2020. (Tr. 34-36,41; Duquesne Light Ex. 4).

14. After BCS terminated her complaint, as a courtesy, Duquesne Light wrote off \$405.65 from Ms. Millender's account. (Tr. 37-38; 40-41; Duquesne Light Exs. 1, 2, 5).

15. By July 20, 2020, Ms. Millender's account was current with a zero balance. (See Tr. 41; Duquesne Light Ex. 1).

16. Ms. Millender's account remained current until September 2020. (Tr. 41-42, 51, 56-57; Duquesne Light Ex. 1).

17. On August 17, 2020, Duquesne Light billed Ms. Millender \$98.22 which was due by September 8, 2020. (Duquesne Light Ex. 1; Tr. 51, 56-57).

18. Ms. Millender paid the August bill in full on September 4, 2020. (Duquesne Light Ex. 1; Tr. 51, 56-57).

19. On September 16, 2020, Duquesne Light issued a bill for \$82.88, which was due on October 6, 2020. (Duquesne Light Ex. 1; Tr. 51, 56-57).

20. Ms. Millender did not make a payment by October 6, 2020. (Tr. 29; Duquesne Light Ex. 1).

21. Duquesne Light issued a bill on October 15, 2020, which was due on November 4, 2020. (Tr. 52; Duquesne Light Ex. 1).

22. The October 15, 2020 bill included \$82.88 which was due on October 6, 2020, as well as current charges of \$110.00; the total amount due was \$192.88. (Duquesne Light Ex. 1).

23. Ms. Millender paid \$100.66 on October 16, 2020. (Duquesne Light Ex. 1).

24. From October 2020 forward, Ms. Millender did not pay the full amount due. (Duquesne Light Ex. 1).

25. In June 2021, Duquesne Light began to assess late charges on the past due amount. (Duquesne Light Ex. 1).

26. In July 2023, Ms. Millender filed a complaint with BCS, disputing her account balance of \$285.82. (Duquesne Light Ex. 8).

27. Duquesne Light suspended collection of the disputed amount due to her filing the informal complaint. (Tr. 45-46; Duquesne Light Exs. 1, 12).

28. Ms. Millender's bill dated July 17, 2023, required her to pay an undisputed amount of \$170.35. (Tr. 45; Duquesne Light Ex. 12).

29. Ms. Millender timely paid \$170.35 on July 25, 2023. (Duquesne Light Ex. 1).

30. Ms. Millender paid the full amount due in August, September and October 2023. (Duquesne Light Ex. 1).

31. On November 6, 2023, BCS dismissed Ms. Millender's July 2023 complaint and determined that Duquesne Light had rendered her bills correctly. (Tr. 44; Duquesne Light Ex. 8)

32. Duquesne Light resumed collection of the amount that had been suspended from collection in July: \$285.82. (Tr. 44-45; Duquesne Light Ex. 1).

33. Ms. Millender's bill issued on November 13, 2023, included her current usage charge of \$158.02, plus a \$3.57 late charge, plus the previously disputed amount. (Duquesne Light Ex. 1).

34. Beginning in November 2023, Ms. Millender did not pay her bills in full. (Duquesne Light Ex. 1; *see* Tr. 28-29).

35. In January 2024, Ms. Millender filed another BCS complaint, which suspended \$540.36 from collection. (Tr. 48; Duquesne Light Exs 1, 9).

36. BCS dismissed the complaint on April 10, 2024, and authorized Duquesne Light to collect \$540.36. (Duquesne Light Ex. 9).

DISCUSSION

Section 701 of the Public Utility Code provides that any person may complain, in writing, about anything done or not done by a public utility which violates

any laws which the Commission has the authority to administer.¹ A person can also complain that a utility has violated Commission regulations and orders.²

A person who wants the Commission to do something to resolve their complaint has the burden of proof.³ In this matter, Ms. Millender is the party asking for relief from the Commission; therefore, she has the burden of proof. This means that Ms. Millender must present facts which support her claim that there are incorrect charges on her bill by a preponderance of the evidence.⁴ The term “preponderance of the evidence” means evidence, which is more convincing, by even the smallest amount, than the evidence presented by the other party.⁵

Ms. Millender explained that her most recent billing problem began in 2020. She claims that she pays her bill every month. She specifically claims that she does not owe \$540.18. She further contends that she has asked Duquesne Light why she owes \$540.18, but they cannot explain her billing.

Duquesne Light takes the position that Ms. Millender’s billing is correct. Duquesne Light’s witness, Roxanne Morris, reviewed Ms. Millender’s billing records and explained how all of the charges have accrued.⁶ She specifically noted that Duquesne Light had removed amounts in dispute from Ms. Millender’s bill when she filed complaints with BCS. However, these disputed amounts became subject to payment after BCS dismissed the complaints.

¹ 66 Pa.C.S. § 701.

² *Id.*

³ 66 Pa.C.S. § 332(a).

⁴ *Popowsky v. Pa. Pub. Util. Comm’n*, 937 A.2d 1040 (Pa. 2007) (*Popowsky*); *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950) (*Se-ling Hosiery*).

⁵ *Popowsky*.

⁶ Ms. Morris has been employed by Duquesne Light for over 30 years and currently serves as a supervisor of regulatory consumer relations. Tr. 24.

Ms. Morris also explained that Ms. Millender sometimes does not make payments by the due date on the bill and/or does not pay the full amount due. Over time, this has resulted in a past due amount of \$540.18.

Ms. Morris also sponsored Duquesne Light's customer contact records for 2020 and 2024. In her view, these records support Duquesne Light's efforts to explain Ms. Millender's bills to her.⁷

Ms. Millender could not specifically explain any error in Duquesne Light's billing. In contrast, Ms. Morris' detailed explanation of the transactions on Ms. Millender's account support Duquesne Light's position that it has properly billed Ms. Millender and that she, in fact, owes the \$540.18 she disputes.

Ms. Millender's confusion about her balance seems to stem from two dynamics: her habit of not always paying her bill in full and on time as well as an apparent misunderstanding of how a disputed amount is handled when she filed informal complaints with BCS.

Ms. Millender claimed that she made payments to her account every month. Her claim is partially correct. Ms. Millender's account statement indicates that she did make 12 payments in 2021 and 2023. However, in 2020 and 2022, she only made 11 payments. She did not make a payment in January 2020, nor did she make a payment in December 2022. As of the hearing, she made payments in January, March, April, May and June of 2024. She did not make a payment in February 2024.

⁷ See Tr. 46-47.

Further, Ms. Millender's payments were rarely for the entire amount due, and more than one payment was late. In some instances, Duquesne Light issued a new bill before the company received Ms. Millender's payment for the previous month's bill. Ms. Millender admitted at the hearing that she sometimes deducts an amount from her payment when she thinks that she has already paid.⁸

Finally, Ms. Millender filed BCS complaints in 2020 and 2023. Duquesne Light suspended collection of disputed amounts when the complaints were filed but required payment of the disputed amount when BCS dismissed the complaints in Duquesne Light's favor.

Commission records require utilities to suspend collection of a disputed amount when a customer files a formal complaint.⁹ However, once the complaint is resolved in the utility's favor, the utility is authorized to ask customers to pay the disputed amount.

Ms. Millender filed a BCS complaint in July 2019, challenging \$521.04. The BCS complaint was terminated in March 2020. As a courtesy, Duquesne Light wrote off \$405.65 from Ms. Millender's account. By July 20, 2020, Ms. Millender's account was current with a zero balance.

Ms. Millender's account remained current until September 2020. On August 17, 2020, Duquesne Light billed Ms. Millender \$98.22 which was due by September 8, 2020. Ms. Millender paid the August bill in full on September 4, 2020. On September 16, 2020, Duquesne Light issued a bill for \$82.88, which was due on October 6, 2020.

⁸ Tr. 54.

⁹ See 52 Pa. Code §§ 56.141, 56.181.

Ms. Millender did not make payment by October 6, 2020. Duquesne Light issued a bill on October 15, 2020, which was due on November 4, 2020. The bill included \$82.88 that was due on October 6, 2020, as well as current charges of \$110.00. The total amount due was \$192.88. Ms. Millender did not pay \$192.88. Instead, she paid \$100.66 on October 16, 2020. From October 2020 forward, Ms. Millender did not pay the full amount due. In June 2021, Duquesne Light began to assess late charges on the past due amount.

In July 2023, Ms. Millender filed a complaint with BCS, disputing \$285.82. Duquesne Light suspended collection of the disputed amount. Accordingly, Ms. Millender's bill dated July 17, 2023, required her to pay the undisputed amount of \$170.35. Ms. Millender timely paid this amount on July 25, 2023.

Ms. Millender continued to pay the full amount due in August, September and October. On November 6, 2023, BCS dismissed Ms. Millender's complaint and determined that Duquesne Light had rendered her bills correctly. Therefore, Duquesne Light was authorized to collect the amount that had been suspended from collection in July: \$285.82.

Ms. Millender's bill issued on November 13, 2023, included her current usage charge of \$158.02, plus a \$3.57 late charge, plus the previously disputed amount. At this point, Ms. Millender resumed her habit of making payments for less than the total amount due.¹⁰

¹⁰ See Tr. 18.

In January 2024, Ms. Millender filed another BCS complaint, which suspended \$540.36 from collection. BCS dismissed the complaint on April 10, 2024, and authorized Duquesne Light to collect \$540.36.

Ms. Millender did not present any evidence to dispute Duquesne Light's billing records. She did not present any evidence that she had made a payment that was not credited to her account. Rather, the evidence demonstrates that Duquesne Light properly suspended collection of disputed amounts when Ms. Millender filed complaints with the Commission. The evidence also demonstrates that Duquesne Light was authorized to collect the disputed amounts after Ms. Millender's complaints were dismissed. Therefore, Ms. Millender's complaint is dismissed, and Duquesne Light is authorized to collect the current disputed amount of \$540.18.¹¹

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties on the subject matter in this proceeding. 66 Pa.C.S. § 701.
2. The party filing the complaint bears the burden of proving that he is entitled to relief from the Commission. 66 Pa.C.S. § 332(a).
3. Complainant must show that the respondent/utility company is responsible or accountable for the problem described in the complaint. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990); *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950).

¹¹ At the hearing Duquesne Light expressed a willingness to provide Ms. Millender with a payment arrangement to assist her in bringing her account current. Tr. 49.

4. Commission regulations authorized Duquesne Light to resume collection of the Complainant's disputed balance when her appeals were dismissed. *See* 52 Pa. Code § 56.181.

5. Complainant has not met her burden of proving by a preponderance of the evidence that her bills included incorrect charges. 66 Pa.C.S. § 332(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint of Velva Millender against Duquesne Light Company at Docket No. C-2024-3048892, is dismissed.
2. That the Secretary's Bureau shall mark Docket No. C-2024-3048892 closed.

Date: April 28, 2025

/s/
Mary D. Long
Administrative Law Judge