

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Maryann Roka	:	
	:	
v.	:	F-2025-3057509
	:	
Duquesne Light Company	:	

INITIAL DECISION

Before
Jeffrey A. Watson
Administrative Law Judge

INTRODUCTION

This Initial Decision dismisses the Formal Complaint filed by Maryann Roka against Duquesne Light Company alleging the Company was threatening to terminate her electric utility service and requesting that her budget payment be lowered as the Complainant failed to meet her burden of proof.

HISTORY OF THE PROCEEDINGS

On September 18, 2025, Maryann Roka (Complainant) filed a Formal Complaint (Complaint) with the Pennsylvania Public Utility Commission (Commission) against Duquesne Light Company (Respondent, Duquesne or Company), alleging the Company was threatening to terminate her electric utility service. As relief, Complainant requested that her budget payment be lowered. The Complaint is a timely appeal from the determination of the Complainant’s informal complaint by the Commission’s Bureau

of Consumer Services (BCS), at BCS No. 4085369. A timely BCS appeal is subject to *de novo* review. 52 Pa. Code § 56.173(a).

On October 9, 2025, Respondent filed an Answer to the Complaint admitting that it properly provided termination notices to Complainant and denying the material averments set forth in the Complaint.

On October 17, 2025, an Initial Telephonic Hearing Notice was issued scheduling the hearing in this proceeding for December 2, 2025.

On October 20, 2025, the undersigned presiding officer issued a prehearing order, which set forth the procedural requirements for a formal hearing before the Commission. The hearing notice and the prehearing order each advised the Parties that if they intended to present any documents or exhibits at the hearing, they must provide one copy to the Legal Assistant for the undersigned presiding officer and one copy must be sent to each party and must be received at least five (5) business days before the hearing. In addition, the Parties were advised that proposed exhibits should be properly pre-marked for identification purposes.

On December 2, 2025, the undersigned presiding officer convened the initial telephonic hearing as scheduled. The Complainant appeared *pro se* and testified on her own behalf. The Respondent was represented by Sophia Al Rasheed, Esquire. Attorney Al Rasheed presented the testimony of one witness, Diana Kiesel.

On January 14, 2026, the hearing transcript was received by the presiding officer and the record closed.

FINDINGS OF FACT

1. Maryann Roka, Complainant, receives residential electric utility service from Respondent, Duquesne Light Company, at her residence, 2509 Fayette Street, McKeesport, Pennsylvania. Tr. 9-10.
2. Respondent, Duquesne Light Company, is a jurisdictional public utility regulated by the Commission.
3. In her Complaint, as relief, Complainant requested that her budget bill amount be lowered. Tr. 23.
4. Although Complainant was on a payment arrangement, she asked Respondent to permit her to pay her actual bill amount for her monthly usage instead of the payment arrangement amount and a payment on the arrearages. Tr. 54-55.
5. At the time of the hearing, Complainant was enrolled in the budget billing program. Tr. 33; Respondent Ex. 3.
6. Budget billing is based on actual usage and is an average of twelve months usage which is reassessed every four months. Tr. 35.
7. Generally, Complainant's bills were not being paid timely or payments for the full amount due were not being made. Tr. 30.
8. In approximately March of 2025, Complainant began receiving shut-off notices from Respondent on her account for electric service at the service address. Tr. 9-11, 12-14.

9. Complainant made several payments to Respondent in order to avoid termination of her electric service. Tr. 10-12.

10. Complainant was provided a 10-day termination notice dated July 24, 2025, requiring payment of \$355.19, by June 11, 2025 to avoid termination. Tr. 40-41; Respondent Ex. 6.

11. Complainant was provided a 10-day termination notice dated September 7, 2025, requiring payment of \$732.63 by September 22, 2025 to avoid termination. Tr. 39-40; Respondent Ex. 5.

12. Complaints' bill dated October 26, 2025, shows an amount due of \$615.83 which includes a previous amount due of \$306. Her current budget bill amount was \$309.83 and included a late charge. Tr. 38; Respondent Ex. 4.

13. The last payment by Complainant was made on November 14, 2025 in the amount of \$320. Tr. 29-30.

14. Complainant testified at the hearing that she did not believe Respondent was billing her for her actual usage consumed. Tr. 16.

15. On October 9, 2025, a meter inspection was conducted at the Service Address and tested within normal limits. Tr. 29-32.

16. Respondent Ex. 9 is a Duquesne Light Usage Comparison Report from September 26, 2023 through August 26, 2025 and shows Complainant's usage compared to the prior yearly and daily usage. Tr. 45-46; Respondent Ex. 9.

17. Complainant used 53.73 kilowatts on an average day last year and 43.33 kilowatts this year. Tr. 47; Respondent Ex. 9.

DISCUSSION

Legal Standards

Section 701 of the Public Utility Code, 66 Pa.C.S. § 701, provides that any person may complain, in writing, about any act or thing done or omitted to be done by a public utility in violation, or claimed violation, of any law which the Commission has the jurisdiction to administer, or of any regulation or order of the Commission.

As the proponent of a rule or order, Complainant in this proceeding bears the burden of proof pursuant to Section 332(a) of Code, 66 Pa.C.S. § 332(a). To establish a sufficient case and satisfy the burden of proof, Complainant must show that Respondent is responsible or accountable for the problem described in the Complaint.¹ Such a showing must be by a preponderance of the evidence.² That is, the Complainant's evidence must be more convincing, by even the smallest amount, than that presented by Respondent.³

Additionally, any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence in the record. More is required

¹ *Patterson v. The Bell Tele. Co. of Pa.*, 72 Pa. P.U.C. 196 (1990).

² *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990).

³ *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950).

than a mere trace of evidence, or a suspicion of the existence of a fact sought to be established.⁴

Upon the presentation by Complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence to rebut the evidence of Complainant shifts to Respondent. If the evidence presented by Respondent is of co-equal value or “weight,” the burden of proof has not been satisfied. Complainant now has to provide some additional evidence to rebut that of Respondent.⁵

While the burden of going forward with the evidence may shift back and forth during a proceeding, the burden of proof never shifts. The burden of proof always remains on the party seeking affirmative relief from the Commission.⁶

Section 1501 of the Code, 66 Pa.C.S. § 1501, mandates that a public utility must furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and must make such repairs, changes, alterations, substitutions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience and safety of its patrons and the public. Section 102 of the Code, 66 Pa.C.S. § 102, defines “service” as:

Used in its broadest and most inclusive sense, includes *any and all acts done, rendered, or performed*, and any and all things furnished or supplied, and any and all facilities used, furnished, or supplied by public utilities

⁴ *Norfolk & Western Ry. Co. v. Pa. Pub. Util. Comm’n*, 413 A.2d 1037 (Pa. 1980).

⁵ *Burleson v. Pa. Pub. Util. Comm’n*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff’d*, 461 A.2d 1234 (Pa. 1983).

⁶ *Milkie v. Pa. Pub. Util. Comm’n*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

66 Pa.C.S. § 102 (emphasis added). A utility’s “service” is not merely confined to the distribution of utility service but also includes “any and all acts” related to that function.⁷ Accordingly, a utility’s billing practices are included within the scope of reasonable service.

In this matter, Complainant is the party seeking affirmative relief from the Commission; therefore, she has the burden of proof. While it is certainly true that Complainant may try to be careful of her consumption of electricity, there is no evidence that her meter is reading her consumption incorrectly, that her bills for consumption are improperly rendered, or that she has not received credit for any payments to Respondent.

Complainant did not allege a billing dispute in her Complaint. She simply requested that her budget billing amount be lowered. At the hearing she testified generally that she did not believe Respondent was billing her for her actual usage consumed and that she did not believe she was credited for all of her payments.

Complainant testified that in March of 2025 she began receiving shut off notices from Respondent on her account for electric service at the service address.⁸ Complainant’s bill dated October 26, 2025, shows a current bill of \$615.83, which includes a past due amount of \$306. Her budget bill amount was \$309.83 and included a late charge.⁹ Complainant testified at the hearing that she did not believe Respondent was billing her for her actual usage consumed.¹⁰

⁷ *W. Penn Power Co. v. Pa. Pub. Util. Comm’n*, 578 A.2d 75 (Pa. Cmwlth. 1990).

⁸ Tr. 9-11, 12-14.

⁹ Tr. 38; Respondent Ex. 4.

¹⁰ Tr. 16.

Diana Kiesel is a customer regulatory consumer relations specialist for Respondent.¹¹ Ms. Kiesel testified that Complainant's bills were not being paid timely or payments for the full amount due were not being made.¹² Complainant also was enrolled in the budget billing program and was given payment arrangements regarding her electric utility bill. Ms. Kiesel testified budget billing is based on actual usage and is determined for the last 12 months of usage and an average of the 12 month usage, and is reassessed every four months.¹³ Therefore, the evidence indicates that Complainant's bills were based upon actual usage. However, based upon Complainant's failure to pay her bills, timely and in full, and her enrollment in budget billing and past due amounts, Complainant was being billed consistent with her budget billing plan and her payment arrangement terms.

On October 9, 2025, a meter inspection was conducted at the Service Address and tested within normal limits.¹⁴

Complainant also testified that she did not believe all of the money she paid Respondent was reflected on her bills from Respondent but did not identify any particular payment allegedly made and not credited to her account and did not provide any credible evidence to support this claim.¹⁵

Complainant did not provide any evidence to establish that she was entitled to the relief requested. Complainant also did not produce any evidence such as billing statements, receipts or otherwise to establish that she was not given credit for payments made on her account or that her billing was incorrect. She did not provide any evidence of her consumption or alleged usage and no evidence regarding any miscalculation of her

¹¹ Tr. 25-26, 29.

¹² Tr. 30.

¹³ Tr. 35.

¹⁴ Tr. 29-32.

¹⁵ Tr. 21-22.

bills or payments made was presented. In addition, no evidence identified any miscalculation for electricity used by or billed to the Complainant.

Both Parties were provided with an opportunity to present documentary evidence in advance of the hearing and Complainant did not submit any proposed documents or evidence to support her claims.

Complainant did not produce any evidence challenging her consumption for the bills provided by Respondent or any comparison of usage to demonstrate the existence of any incorrect charges or that she was not being properly billed by Respondent. To support her claim, Complainant provided vague testimony that she did not believe she was being credited for payments made to Respondent.

In short, there is no evidence in the record to support the Complainant's claims as set forth in her Complaint or raised at the hearing. Accordingly, the Complaint will be dismissed for failure of Complainant to meet her burden of proof.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the subject matter and parties to this proceeding. 66 Pa.C.S. § 701.
2. The burden of proof in this proceeding is on Complainant. 66 Pa.C.S. § 332(a),
3. Complainant has not met her burden of proving that she is entitled to relief. 66 Pa.C.S. § 332(a).

4. Complainant carries the burden of proving Respondent has in some manner violated the provisions of the Public Utility Code, Tariff provision, the regulations of the Commission or a Commission order in providing him with his electric utility service. 66 Pa.C.S. § 332(a).

5. The Public Utility Code requires a public utility to furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and must make such repairs, changes, alterations, substitutions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons and the public. 66 Pa.C.S. § 1501.

6. Complainant has not met her burden of proof as required under the Public Utility Code. 66 Pa.C.S. § 332(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint of Maryann Roka filed at Docket No. F-2025-3057509 against Duquesne Light Company is dismissed.

