

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Alexandra Vena

v.

Duquesne Light Company

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C-2025-3057033

INITIAL DECISION

Before
Katrina L. Dunderdale
Administrative Law Judge

INTRODUCTION

This decision dismisses a Formal Complaint requesting the Public Utility Commission find Duquesne Light Company overcharged the customer for electric service she did not use.

HISTORY OF THE PROCEEDING

On August 25, 2025, Alexandra Vena (Complainant or Ms. Vena) filed a Formal Complaint (Complaint) with the Pennsylvania Public Utility Commission (Commission) against Duquesne Light Company (Respondent, Duquesne Light, or DLC) alleging Respondent threatened to shut off electric service, she wanted a payment arrangement, and there were incorrect charges on the bills. As relief, Complainant requested that the Commission order DLC to replace the meter.

On September 15, 2025, Respondent filed an Answer in which DLC generally denied the allegations. DLC acknowledged it had threatened to terminate electric service until Complainant filed the Complaint, but DLC denied there were incorrect charges on the billing statements. Respondent asserted it visited the service address, performed tests on the meter as recently as July 31, 2025, and verified the meter was assigned correctly. The total unpaid balance was almost \$3,000.

By Initial Telephonic Hearing Notice dated September 23, 2025, the Office of Administrative Law Judge (OALJ) notified the parties an initial call-in telephonic hearing was scheduled for October 31, 2025. Also, on September 23, 2025, the presiding officer issued a Prehearing Order setting forth various procedural matters, including how parties may request a continuance.

On October 31, 2025, the presiding officer convened the initial hearing as scheduled. Complainant appeared *pro se* and testified on her own behalf. Complainant also presented the testimony of two individuals. Duquesne Light was represented by Sophie Al Rasheed, Esquire, who presented the testimony of two individuals. Complainant did not offer any exhibits, and Respondent offered eleven exhibits, marked Duquesne Light Exhibits 1 through 11, which exhibits were admitted into evidence.

After receiving testimony from both parties, the presiding officer advised the parties that additional information and actions would be needed from Duquesne Light. The presiding officer notified the parties she would issue an order outlining the tests and reports Duquesne Light would be required to provide at a further hearing.

On November 4, 2025, the presiding officer issued the First Interim Order which required DLC to inspect its facilities and equipment at the service address, perform an appliance consumption analysis, investigate if a foreign load existed, replace the old meter with a new meter, test the old meter and provide a written report on its findings by

January 2, 2026. In addition, the presiding officer required Complainant to cooperate with Respondent's personnel to schedule a convenient time for an inspection and to ensure all areas of the service address were accessible. In addition, Complainant was required to make a payment of \$641 to Respondent on or before November 18, 2025.

On November 4, 2025, the OALJ notified the parties a further call-in telephonic hearing was scheduled for January 14, 2026. Also, on November 4, 2025, the presiding officer issued a Prehearing Order setting forth various procedural matters, including how parties may request a continuance.

Thereafter, on December 31, 2025, Respondent filed its Status Report, which included meter test results (as Appendix A), the results of a consumption analysis (as Appendix B), the results of an energy audit (as Appendix C), the results of a foreign load inspection (as Appendix D), the Statement of Account from August 2021 through December 2025 (as Appendix E), three separate Usage Comparison Reports for the service address from August 2021 through December 2025 (as Appendix F) and the Customer Contacts for the service address from July 2021 through December 2025 (as Appendix G). In addition to providing the seven attachments, Respondent outlined the work done in compliance with the First Interim Order.¹

On January 14, 2026, the presiding officer convened the further hearing as scheduled. Complainant appeared *pro se* and testified on her own behalf. She offered no exhibits. Respondent was represented by Sophie Al Rasheed, Esquire, who presented the testimony of five witnesses, and offered seven (7) exhibits, which were marked Duquesne

¹ While the Status Report was not admitted into evidence, Respondent provided testimonial evidence about Appendices A through G at the Further Hearing on January 14, 2026, and those documents were admitted into evidence as DLC Exhibits 12 through 18.

Light Exhibits 12 through 18, and admitted into evidence. Complainant and Respondent issued final statements on the hearing record in lieu of filing briefs.

The transcript of the October 31, 2025 hearing, containing pages 1 through 136, was received in the Commission's offices on November 25, 2025. The transcript of the January 14, 2026 hearing, containing pages 137 through 247, was received in the Commission's offices on January 21, 2026. On January 23, 2026, the presiding officer issued the Interim Order Closing the Hearing Record.

FINDINGS OF FACT

1. Complainant, Alexandra Vena, has resided in a townhouse located at 1205 Pine Hollow Road, McKees Rocks, Pennsylvania (service address), since December 2018. (Tr.14, 17).

2. Complainant's father has owned the two-bedroom townhouse consisting of 1200 square feet since December 2018. (Tr. 15, 28, 48).

3. Respondent, Duquesne Light Company, provides electric service to the service address. (Tr. 12; Duquesne Light Exhibit 1).

4. In 2023, Complainant made 14 payments to DLC equaling \$2,173.17. (Tr. 15).

5. In 2024, Complainant made 19 payments to DLC equaling \$3,998.53. (Tr. 15).

6. In 2025, Complainant made 8 payments to DLC (prior to the date of the initial hearing), totaling \$1,839.15. (Tr. 15, 16).

7. Complainant's townhouse is an inside, or internal, unit in a line of six townhouses, and DLC's electric meter is located at the far end of the line of townhouses. (Tr. 18, 19).

8. The service address uses natural gas for heat, cooking and heating water. (Tr. 30, 31).

9. Complainant resides alone except during her shared custodial periods for her 9-year-old daughter, who resides with Complainant either 3 or 4 days each week. (Tr. 15, 20, 28).

10. On April 24, 2025, Complainant contacted Respondent regarding her bills, and Respondent advised Complainant her account balance was \$689.74, she was on budget billing, her rate was residential, and her usage was high in the winter and in the summer. (Tr. 102; DLC Exhibit 6).

11. On April 24, 2025, Complainant stated she rarely uses space heaters. (Tr. 102; DLC Exhibit 6).

12. On July 30, 2025, Complainant contacted Respondent two times regarding a high bill dispute and requesting the utility replace the meter at the service address. (Tr. 99, 100; DLC Exhibit 6).

13. Complainant's meter was inspected on October 17, 2024, and on July 31, 2025, when Complainant was at work. (Tr. 21, 27, 68, 100; DLC Exhibits 2, 6).

14. On July 1, 2025, Complainant filed an informal complaint against Duquesne Light with the Commission's Bureau of Consumer Services (BCS), at BCS Case No. 4067850. (Tr. 22-24).

15. Complainant enrolled in the Customer Assistance Program (CAP) on January 22, 2023, and asked to be unenrolled from CAP on January 21, 2024. (Tr. 33, 94-96, 108).

16. Complainant had the Heating Ventilation Air Conditioning (HVAC) systems inspected by an HVAC technician, Joshua Yurinko (Mr. Yurinko), who works for Top Tech Heating and Cooling. (Tr. 36, 37).

17. Mr. Yurinko determined the heating and air conditioning systems were functioning correctly. (Tr. 36-45).

18. Mr. Yurinko tested the electrical connections, blower motors and control components, and he confirmed they all functioned within normal parameters. (Tr. 37-45).

19. When Mr. Yurinko visited the service address in 2024, he noted the fan on the HVAC system was on “Auto” but was not running because the unit, or system, had been shut off. (Tr. 43, 44).

20. When Mr. Yurinko visited the service address, he ran a combustion analysis to test the efficiency of the HVAC, and he did not find any concerning results. (Tr. 44, 45).

21. When Complainant’s father, Thomas Vena (Mr. Vena), purchased the service address, the previous owners told Mr. Vena the average monthly bill for electric service was \$90 per month. (Tr. 48, 49).

22. Mr. Vena is a structural engineer with 40 years of experience as a licensed professional engineer, and he resides in a 2400 square foot structure with six

bedrooms and a hot tub which generates significantly lower electric bills than the electric bills generated for the service address. (Tr. 29, 30, 53).

23. Mr. Vena pays approximately \$180 per month for electric service at his residence while Complainant's electric service charges average approximately \$374 per month. (Tr. 54, 55).

24. DLC performed a foreign load investigation at the service address on September 4, 2025, but did not find any evidence of a foreign load or the existence of a meter twist. (Tr. 64, 65; DLC Exhibit 1).

25. DLC's technician noted in his report from September 4, 2025, that the HVAC fan did not shut off until electric service was disrupted during the foreign load test. (Tr. 65).

26. During a meter inspection, Respondent pulls the meter from the meter socket, plugs it into a standard testing device which tests the meter at full load and light load. (Tr. 68, 69).

27. On November 15, 2024, Respondent's technician tested the meter at the service address, which meter tested within the Commission's limits for accuracy. (Tr. 72; DLC Exhibit 3).

28. On November 15, 2024, Complainant was not present at the time when the meter associated with the service address was tested by Respondent. (Tr. 72).

29. On July 31, 2025, Respondent tested the meter and had planned to verify the only townhouse unit to experience an electric disruption was the service address. (Tr. 68, 69; DLC Exhibit 2).

30. On July 31, 2025, the meter assigned to the service address tested within the Commission's limits for accuracy, the full load (or consumption) was 30 amperes (amps) and the light load (or consumption) was 546 kilowatts. (Tr. 69, 80; DLC Exhibit 2).

31. On July 31, 2025, Respondent's technician was unable to verify the existence of a foreign load because no one was home at the service address. (Tr. 70).

32. The meter which registers the electric service consumption at the service address has not been changed or replaced from 2018 to the present, although the colored seals were changed each time the meter was tested. (Tr. 73, 79).

33. More kilowatts were being used in November 2024 than in July 2025, when Respondent's technician tested the load on the meter. (Tr. 80).

34. Duquesne Light produced a usage comparison report for the service address from November 16, 2023, to October 19, 2025, using consumption data available to Respondent in its business records. (Tr. 73, 74; DLC Exhibit 4).

35. A usage comparison report shows the usage, with peaks and valleys, for a service address through the entire reporting time frame, which in the instant case was limited to a two-year period. (Tr. 74; DLC Exhibit 4).

36. Complainant's electric usage typically peaks in the winter and summer, with valleys occurring in the spring and fall. (Tr. 74; DLC Exhibit 4).

37. Every three months, DLC's standard testing devices – used to perform meter tests onsite at service addresses – are sent to a high-tension test standards lab for calibration. (Tr. 87).

38. The account balance for the service address, as of the date of the initial hearing, was \$3,327.26. (Tr. 93; DLC Exhibit 5).

39. On November 4, 2025, the presiding officer issued the First Interim Order requiring DLC to: (1) inspect its facilities and equipment at the service address; (2) perform an appliance consumption analysis; (3) investigate if a foreign load existed ; (4) replace the old meter with a new meter; (5) test the old meter; and (6) provide a written report on its findings by January 2, 2026.

40. In the First Interim Order, the presiding officer required Complainant to: (1) to cooperate with Respondent's personnel to schedule a convenient time for an inspection; (2) to ensure all areas of the service address were accessible; and (3) make a payment of \$641 to Respondent on or before November 18, 2025.

41. Respondent removed the meter connected with Complainant's electric service account, referred to as Meter XXX0114, and sent Meter XXX0114 to TESCO to have an independent test for accuracy performed on Meter XXX0114. (Tr. 141, 148, 149, 160).

42. Respondent had an HVAC audit performed at the service address by its contractor, Mitchell's Plumbing, Heating and Cooling, which generated a report on November 19, 2025. (Tr. 182; DLC Exhibit 14).

43. After the HVAC audit, Respondent's contractor reported the following findings: a 120 volt 8-foot electric baseboard heater in the garage; an electric fireplace in the living room ; an electric radiator in the second-floor hallway; and an older and dirty air conditioning condenser pulling higher amps. (Tr. 182-184; DLC Exhibit 14).

44. On December 1, 2025, Respondent's technician visited the service address to effectuate a change in meters and to visit the service address. (Tr. 194; DLC Exhibit 15).

45. Respondent's technician did not gain access to the property because Complainant was sick, but Complainant did speak with the technician to verify the results of the load checks prior to the removal of Meter XXX0114. (Tr. 194, 195; DLC Exhibit 15).

46. On December 4, 2025, Meter XXX0114 was tested and determined to have a weighted average equal to 100.080, a full load test result equal to 100.09, a light load test result equal to 100.11 and passed the power factor test. (Tr. 142, 143, 148, 149; DLC Exhibit 12).

47. On December 8, 2025, DLC had an outside contractor, Mincin Insulation, perform an energy audit at the service address on a day when the outdoor temperature was 24 degrees. (Tr. 170, 171; DLC Exhibit 13).

48. The auditor noted the following during the energy audit: an 8-foot electric baseboard heater set at 66 degrees in the garage; an electric fireplace in the living room; a warm space heater in the second-floor hallway; an open front bedroom window; a thermostat set at 66 degrees. (Tr. 170-174; DLC Exhibit 13).

49. Using infrared technology, the auditor determined the areas in the service address which reflected warmer areas in the residence and cooler areas where cooler outside air was coming into the residence. (Tr. 173, 174; DLC Exhibit 13).

50. Between July 21, 2021 and July 20, 2022, the total electric consumption at the service address was 13,075.81; and between July 20, 2022 and

July 20, 2023, the total electric consumption at the service address was 12,075.34. (Tr 206; DLC Exhibit 17).

51. Between July 20, 2023 and July 18, 2024, the total electric consumption at the service address was 15,666.16; and between July 18, 2024 and July 21, 2025, the total electric consumption at the service address was 16,032.94. (Tr 207-209; DLC Exhibit 17).

52. Complainant received a Commission payment arrangement on November 21, 2024, on an account balance equal to \$1,607.59, that required her to pay the budget bill amount plus \$27 per month. (Tr. 113; DLC Exhibit 11).

53. If a customer - on a payment arrangement that required payment of the budget bill plus a payment on arrears each month - wanted to get off budget billing, the customer would have to pay the remaining account balance which was the subject of the payment arrangement. (Tr. 115, 116).

54. The “catch-up” amount Complainant would have to pay, if the Commission ordered Respondent to reinstate the latest payment arrangement, is \$2,129.12, as of the date of the initial hearing. (Tr. 118, 119).

55. There are no CAP arrears on Complainant’s electric service account. (Tr. 119).

56. The unpaid balance on the electric service account for the service address as of the date of the further hearing (January 14, 2026) was \$3,646.45. (Tr. 220; DLC Exhibit 18).

DISCUSSION

Complainant's Position

Complainant alleged in the Complaint that Duquesne Light threatened to shut off electric service, she wanted a payment arrangement² and there were incorrect charges on the bills. Complainant alleged her monthly payments to Duquesne Light were \$90, from December 2018 to December 2021. (Tr. 15, 17). Complainant alleged a meter switch occurred in 2022, which resulted in a sharp increase in her monthly bills, especially starting in 2023. (Tr. 15). Complainant did not see work being done on her electric service or meters, and she did not see any actions taken which would explain her “skyrocketing” electric bills. (Tr. 17, 18). Complainant testified she always unplugs everything, turns off all the lights and turns off the heating and cooling units prior to leaving the service address. (Tr. 20).

As relief, Complainant requested that the Commission order DLC to replace the meter and reimburse her the sum of \$5,310.85, which is the amount she claimed she overpaid Respondent.³ The crux of the Complaint is that Complainant wants a new meter and contends she could not have consumed the level of electric service as alleged by Respondent because there was a meter switch.

² Complainant alleged in the Complaint she wanted a payment arrangement, but she did not present any evidence concerning that claim at the initial hearing or the further hearing. Therefore, that claim will not be addressed in the decision.

³ Complainant determined that sum by assuming she would have paid only \$90 monthly for 30 months, or \$2,700, if she had been charged correctly by Respondent. However, because she paid DLC \$8,010.85 over those same 30 months, she deducted \$2,700 from \$8,010.85, or \$5,310.85, to reach the amount she claimed was overpaid. Tr. 26.

Respondent's Position

Respondent provided testimonies from five witnesses, but with the exception of one Respondent witness, all other witnesses testified from business records. Business records cannot be cross-examined. Accordingly, the business records can have weakened value, if the opposing party provides relevant and convincing contrary evidence. Respondent asserted that the payment arrangement on Ms. Vena's account had been suspended while the Complaint remains open, pending a decision by the Commission. Respondent acknowledged that it could give Complainant another payment arrangement after the Commission enters a final order in this proceeding, but typically Respondent does not give a new payment arrangement to a customer if a customer did not satisfy a prior payment arrangement. (Tr. 117). Furthermore, Respondent contended Complainant would be required to pay a "catch-up" amount (the unpaid balance on the latest payment arrangement) even if the Commission ordered Respondent to reinstate the latest payment arrangement. (Tr. 118).

Burden of Proof

As the party seeking affirmative relief from the Commission, Complainant bears the burden of proving by substantial evidence she is entitled to the requested relief. 66 Pa.C.S. § 332(a). To satisfy this burden, Complainant must show Respondent utility is responsible or accountable for the problem described.⁴ Complainant must show these alleged facts to be true by a preponderance of the evidence, that is, by presenting evidence more convincing, by even the smallest amount, than that evidence presented by the other party.⁵ Additionally, any finding of fact necessary to support the Commission's

⁴ *Patterson v. Bell Telephone Co. of Pa.*, 72 Pa. P.U.C. 196 (1990); *Feinstein v. Philadelphia Suburban Water Co.*, 50 Pa. P.U.C. 300 (1976).

⁵ *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990); *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).

adjudication must be based upon substantial evidence.⁶ Furthermore, more evidence is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established.⁷

Pursuant to the Pennsylvania Code, all relevant and material evidence may be admitted but will be excluded if repetitious or cumulative, or if its probative value is outweighed by a “danger of unfair prejudice, confusion of the issues, or considerations of undue delay or waste of time.”⁸

Complaint Concerning Inaccurate Billing Statements and Overcharging

In *Waldron v. Philadelphia Electric Co.*, 54 Pa. P.U.C. 98 (1980) (*Waldron*), the Commission outlined the general dynamics for the burden of proof in a case involving a high bill dispute. The Commission held certain factors must be considered in order for a ratepayer to establish a *prima facie* case whenever claiming unusually high bills. The accuracy of a meter is an important factor to resolve a billing dispute, but it is not the sole criterion. A complainant may establish a *prima facie* case by showing: the disputed bill was abnormally high when compared to prior usage patterns; and the ratepayer’s pattern of usage had not changed.

When looking at these criteria, important considerations include the billing history of the account, any change in the number of occupants residing in the household,

⁶ *Mill v. Pa. Pub. Util. Comm’n*, 447 A.2d 1100 (Pa. Cmwlth. 1982); *Edan Transportation Corp. v. Pa. Pub. Util. Comm’n*, 623 A.2d 6 (Pa. Cmwlth. 1993); 2 Pa.C.S. § 704.

⁷ *Norfolk and Western Ry. v. Pa. Pub. Util. Comm’n*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unemployment Compensation Bd. of Review*, 166 A.2d 96 (Pa. Super. 1960); *Murphy v. Dep’t. of Public Welfare, White Haven Center*, 480 A.2d 382 (Pa. Cmwlth. 1984).

⁸ See “Admissibility of Evidence”, 52 Pa. Code § 5.401.

the potential for energy utilization, and any other relevant facts or circumstances that come to light during the proceeding.⁹ In this way, a complainant may prove entitlement to relief by wholly circumstantial evidence, rather than direct evidence of some utility misfeasance.¹⁰

The Commission restated its position for the purpose of clarifying the *Waldron* test in *Bennett v. Peoples Natural Gas Co., LLC*, Docket No. C-2009-2122979 (Opinion and Order entered Oct. 13, 2010) (Bennett). In *Bennett*, the Commission stated:

While a comparison of the disputed monthly bill to the Complainant's billing history and the consistency of her usage pattern are important criteria to consider, they alone do not resolve the issue of the Complainant's disputed high bill.... Also, this interpretation does not allow for other relevant facts or circumstances with probative value to be considered as evidence supportive of a high bill complaint. *Waldron* does not limit the establishment of a *prima facie* case to the above two elements alone. Rather, the Commission may consider the billing history of the account, any change in usage patterns (such as a change in the number of occupants residing in the household or potential energy utilization), *and* any other relevant facts or circumstances that come to light during the proceeding.

Bennett, at 6 (emphasis in the original).

In *Thomas v. PECO Energy Co.*, Docket No. C-2010-2187197 (Opinion and Order entered Nov. 15, 2011) (*Thomas*), the Commission reaffirmed its position in *Bennett* when it specified:

[T]he *Waldron* Rule allows a Complainant to establish a *prima facie* case in a "high bill" complaint by showing that

⁹ *Replogle v. Pa. Elec. Co.*, 54 Pa. P.U.C. 528 (1980).

¹⁰ *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

the disputed bill is abnormally high when compared to prior usage patterns and his or her pattern of usage has not changed *or by providing other relevant evidence showing that the disputed bill is unreasonably high*. In evaluating a “high bill” complaint, the Commission may consider such evidence as the billing history of the account, any change in usage patterns (such as a change in the number of occupants residing in the household or potential energy utilization), *and any other relevant facts or circumstances that come to light during the proceeding*. *Id.* [Bennett] at 6 (emphasis added).

Thomas at 5.

Disposition

Complainant did not meet the requirements of the *Waldron* test, and she did not provide sufficient evidence to meet her burden of proving that Respondent was responsible for her high bills. Complainant did provide sufficient evidence to show why she was concerned, because there was an increase in her electric consumption, but she did not provide enough evidence to shift the burden to Respondent. However, Respondent provided more than sufficient evidence to show it took reasonable and adequate actions to address Ms. Vena’s concerns. The problem for Ms. Vena and her Complaint is that tests conducted by Duquesne Light as well as outside contractors and an independent tester all fail to reflect the problem Ms. Vena described.

Accordingly, the Complaint - that Ms. Vena was overcharged for electric service - will be dismissed in the Ordering Paragraphs that follow.

CONCLUSIONS OF LAW

1. This Commission has jurisdiction over the parties to and subject matter of this case. 66 Pa.C.S. § 701.

