

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Benjamin Kroop	:	
	:	C-2020-3022330
v.	:	C-2020-3023135
	:	
Duquesne Light Company	:	

INITIAL DECISION

Before
Katrina L. Dunderdale
Administrative Law Judge

INTRODUCTION

This decision denies two formal complaints filed with the Pennsylvania Public Utility Commission by Benjamin Kroop against Duquesne Light Company for failure to meet the burden of proof. In one formal complaint, Complainant alleged the public utility violated termination procedures in November 2019. In the second formal complaint, Complainant alleged the public utility failed to provide reliable and safe electric service due to an excessive number of outages.

HISTORY OF THE PROCEEDING

Benjamin Kroop (Complainant or Mr. Kroop) filed two formal complaints against Duquesne Light Company (Respondent, the Company, or Duquesne) with the Pennsylvania Public Utility Commission (Commission) on October 1, 2020 and November 5, 2020, respectively. In both formal complaints, Complainant alleged customer service and reliability issues concerning two accounts at the same service address. These proceedings were consolidated and adjudicated together, as detailed below.

On October 1, 2020, Mr. Kroop filed a formal complaint docketed at No. C-2020-3022330 against Duquesne alleging Respondent terminated two electric service accounts located at 233 Main Street, Pittsburgh, PA 15201 (service address) for non-payment without making a reasonable attempt to contact him. Complainant contended Respondent's actions caused "thousands of dollars in damages."¹ Complainant averred the Company also charged him reconnection fees and deposits to reestablish electric service. As relief, Complainant requested the Commission impose a fine against the Company and order the Company to refund his reconnection fees and cancel his deposit requirement.

On October 27, 2020, Respondent filed an answer to this formal complaint. The Company admitted terminating electric service to the service address on November 21, 2019, but argued the termination was due to Complainant's failure to pay on both accounts.² Duquesne contended it terminated service only after it issued two 10-day termination notices on November 1, 2019, and after it made two 72-hour termination telephone calls per account. The Company averred it made 72-hour phone calls for the Floor 1 account on November 8, 2019, and November 13, 2019, and made 72-hour phone calls for the Garage account on November 11, 2019, and November 14, 2019. The Company averred the termination of service at the service address was consistent with the Commission's regulations.

Further, the Company averred it assessed a security deposit on Complainant's accounts after terminating service as permitted by the Commission in its regulations. The Company averred it restored electric service to the property on November 22, 2019, after Complainant paid both account balances in full, including the required reconnection fees. The Company averred electric service remained active at the property, as of that date.

¹ Complainant specified in the formal complaint he would seek damages in a local civil court.

² The Company averred there are two electric accounts associated with the service address referred to as Floor 1 and the Garage.

Docket Number C-2020-3023135

On November 5, 2020, Complainant filed a formal complaint docketed at No. C-2020-3023135 against the Company, regarding electric service at the service address.³ As relief, Complainant requested the Commission order the Company to award a “bill credit to compensate for the fact that service paid for was not provided consistently,” “fix their grid,” track outages, and stop telling customers that outages are “normal” and “expected.” Complainant also requested the Commission impose a fine on the Company.

On December 21, 2020, Respondent filed an answer to this formal complaint in which the Company denied the material allegations. Duquesne admitted the property had six outages in a two-week period near September 9, 2020, and two interruptions in 2020 as a result of a “major event,” as defined by the Commission’s regulations.⁴ The Company also averred the property received electric service at the voltage allowed by the Company’s tariff and the Commission’s regulations. The Company averred it is not required to provide perfect service, but that it provides adequate, safe, and reasonable service to the property.

Common Background

On December 21, 2020, the Company filed a Motion to Consolidate the proceedings at Docket Number C-2020-3022330 and Docket Number C-2020-3023135 (Motion). The Company argued both proceedings involve the same property, the same parties, and the same allegations concerning electric service to the property. The Company requested the two formal complaints be consolidated for purposes of mediation, discovery, and hearing, and in the interest of judicial economy. The Motion contained a notice to plead, directing Complainant to file a response within 20 days of service of the Motion. The Commission did not receive a response from Complainant within those 20 days.

³ Upon viewing this Complaint in the Commission’s online docketing system, the presiding officer noted the second page of the Complaint - where a complainant would normally explain the details of a formal complaint - was blank.

⁴ See 52 Pa.Code § 57.192.

On January 13, 2021, the Commission issued a Motion Judge Assignment Notice, assigning these proceedings to Administrative Law Judge Emily DeVoe (ALJ DeVoe) for the purpose of rendering a decision on the Motion.

On January 19, 2021, around 8:30 a.m., the presiding officer issued an Interim Order granting the Motion to Consolidate. Around 1:20 p.m. on January 19, 2021, Complainant emailed advising he had submitted an objection to the Motion to Consolidate. Around 2:30 p.m., Complainant emailed correspondence entitled a “Motion to Separate” to the Commission’s Secretary and copied the Company’s counsel but Complainant did not copy the presiding officer. The presiding officer received notice Complainant had filed an “objection,” and on January 20, 2021, the presiding officer issued the Interim Order Reaffirming the Motion to Consolidate, in which the presiding officer noted the late filing and the reasons Complainant stated for the late filing, but reaffirmed the Interim Order dated January 19, 2021, would stand.

On March 17, 2021, the Office of Administrative Law Judge (OALJ) scheduled an initial call-in telephonic hearing in this matter for Tuesday, April 27, 2021. On March 18, 2021, ALJ DeVoe issued a Prehearing Order. The presiding officer convened the initial hearing as scheduled, at which Mr. Kroop appeared unrepresented. Duquesne was represented by Emily M. Farah, Esquire. Prior to taking evidence, Complainant requested a continuance, which ALJ DeVoe granted.

On April 27, 2021, ALJ DeVoe issued the Interim Order Scheduling Further Hearing, which granted Complainant’s continuance request and scheduled a further hearing for June 8, 2021. Thereafter, on the same date, OALJ scheduled a further call-in telephonic hearing in this matter for Tuesday, June 8, 2021.

On June 8, 2021, ALJ DeVoe convened the parties at the further evidentiary hearing. Complainant presented testimony from himself and offered two exhibits, marked Complainant Exhibits 1 and 2, which exhibits were admitted into evidence. Respondent presented the testimony of two witnesses, and offered fifteen exhibits, marked Duquesne Light

Exhibits Redacted A1, Redacted A2, Redacted D,⁵ Redacted E, Redacted F, G, Redacted H, Redacted I, J, Redacted K1, Redacted K2, Redacted L1, Redacted L2, Redacted M and O, which exhibits were admitted into evidence. Complainant and Respondent issued final statements on the hearing record in lieu of filing briefs.

Upon receipt of both the April 27, 2021 and the June 8, 2021 transcripts containing 184 pages, the presiding officer closed the hearing record by Interim Order Closing the Hearing Record on August 17, 2021. On September 24, 2021, the OALJ issued a Judge Change Notice transferring this proceeding from ALJ DeVoe to Administrative Law Judge Katrina L. Dunderdale.

FINDINGS OF FACT

1. Benjamin Kroop, Complainant, resides at 233 Main Street, Pittsburgh, Pennsylvania 15201 (service address). (Tr. 57, 72, 75, 90, 128).
2. Respondent, Duquesne Light Company, is an electric distribution company providing electric service at the service address. (Tr. 71-75, 128; Duquesne Redacted Exhibits A1 and A2).
3. Respondent provides electric service to two electric service accounts located at the service address, which accounts are identified as Floor 1 and the Garage. (Tr. 59, 72, 75; Duquesne Light Redacted Exhibits A1 and A2).
4. Floor 1 is a 3-story personal residence, and the Garage is a structure that contains an office. (Tr. 59).

⁵ The last page of Duquesne Exhibit D was excluded by oral order of ALJ DeVoe because the last page lacks relevance to the instant proceeding.

5. Complainant is the account holder for both Floor 1 and the Garage accounts, and billing statements for both accounts are received at the service address. (Tr. 60, 61, 72).

6. The contact information for both service accounts are the mailing address and a telephone number ending in 9176 which Complainant provided to Respondent. (Tr. 89, 115-123; Duquesne Redacted Exhibit E).

7. Respondent issued nine (9) termination notices by mail to Complainant on the two service accounts between July 2018 and May 2021. (Tr. 90-97; Duquesne Redacted Exhibit F).

8. Each termination notice notified Complainant that a termination was pending and contained information explaining what Complainant needed to do in order to avoid termination of service and what Complainant would need to do to have service reconnected if termination did occur. (Tr. 91-93).

9. Each notice was mailed to Complainant at the service address, and none were returned as undeliverable. (Tr. 91-98).

10. On February 19, 2020, the Commission's Bureau of Consumer Services issued a decision denying an informal complaint filed by Mr. Kroop because the complaint was a duplicate to a complaint Mr. Kroop filed previously. (Tr. 82, 83; Duquesne Redacted Exhibit D).

11. On July 20, 2020, the Commission's Bureau of Consumer Services issued a decision denying an informal complaint filed by Mr. Kroop because the Company followed proper procedures when it terminated electric service and required the payment of reconnection fees and security deposits. (Tr. 83; Duquesne Redacted Exhibit D).

12. On August 25, 2020, the Commission's Bureau of Consumer Services issued a decision denying an informal complaint filed by Mr. Kroop on the grounds the

Commission has limited jurisdiction over a complaint concerning frequent outages. (Tr. 84; Duquesne Redacted Exhibit D).

13. On November 1, 2019, Respondent issued a notice of termination concerning the service address on each account, which indicated termination could happen on or after November 11, 2019, unless Complainant paid \$306.33 on the Floor 1 account and \$106.04 on the Garage account to avoid the termination. (Tr. 98-101; Duquesne Redacted Exhibit F)

14. In addition to sending separate termination notices to Complainant, Respondent attempted to communicate the pending terminations to Complainant by placing telephone calls on each account to the telephone number on file for as provided by the Complainant. (Tr. 101, 102).

15. Respondent attempted to make telephone contact with Complainant at least 72 hours prior to termination on nine (9) occasions between August 8, 2018 and November 7, 2019. (Tr. 102-105; Duquesne Exhibit G).

16. Respondent made a first attempt to provide 72-hour notice of the pending terminations on the house account at 10:25 a.m. on November 8, 2019, and on the garage account at 9:17 a.m. on November 11, 2019, but Complainant's telephone number (ending in 9176) was answered by an answering machine each time. (Tr. 105, 106; Duquesne Exhibit G).

17. Respondent made a second attempt to provide 72-hour notice of the pending terminations on the house account at 6:06 p.m. on November 13, 2019, and on the garage account at 5:37 p.m. on November 14, 2019, but Complainant's telephone number (ending in 9176) was answered by an answering machine each time. (Tr. 106, 107; Duquesne Exhibit G).

18. Duquesne terminated electric service on both accounts at 9:41 a.m. on November 21, 2019, after Respondent's field technician knocked on the door and left a "door

tag” notice on the doorknob at the residence. (Tr. 57-63, 107-110; Duquesne Redacted Exhibit H).

19. Duquesne restored electric service to both accounts on November 22, 2019, after Complainant paid the past due amounts, security deposits and reconnection fees for each account. (Tr. 64, 110, 111).

20. The address and telephone number used by Respondent to provide Complainant with notice was information provided by Complainant. (Tr. 115, 116, 123; Duquesne Redacted Exhibit I).

21. Hard copies of Duquesne’s termination notices, bills and correspondence were mailed to Complainant’s mailing address (the service address) via First Class Mail through a third-party vendor. (Tr. 117, 118).

22. Telephone calls notifying Complainant about the pending terminations were made by Duquesne’s auto-dialers. (Tr. 118, 119).

23. Distribution service is provided to Complainant on both accounts through a 23 kilovolt (kV) distribution circuit out of Duquesne’s Arsenal substation known as D23841. (Tr. 128).

24. The house account and the garage account are served off of two different transformers but both accounts receive 120/240 volt service through a simple phase three wire service typical for residential electric service. (Tr. 129, 132, 136; Duquesne Exhibit J).

25. The circuit that serves both accounts is a reliable circuit, based on reliability indices developed by the Institute of Electrical and Electronic Engineers (IEEE). (Tr. 129, 130).

26. From August 9, 2018 through May 21, 2021, the house account experienced nine (9) service interruptions, including seven (7) sustained interruptions and two (2) momentary interruptions. (Tr. 58, 63, 136-138; Duquesne Redacted Exhibit K1).

27. From August 9, 2018 through May 21, 2021, the garage account experienced eight (8) service interruptions which lasted two minutes or more. (Tr. 58, 63, 142; Duquesne Redacted Exhibit K2).

28. A sustained service interruption is any interruption that lasts more than five (5) minutes, and a momentary service interruption lasts from two to five minutes. (Tr. 137).

29. Three of the nine interruptions at the house occurred during storms. (Tr. 137); Duquesne Redacted Exhibit K1).

30. Two of the eight interruptions at the garage occurred during storms (on July 6, 2020 and August 27, 2020) in addition to one time when a tree fell on the circuit and one time when there was a failed lightning arrester. (Tr. 143; Duquesne Redacted Exhibit K2).

31. Duquesne does not track outages or service interruptions that are less than two minutes in duration unless a customer calls Duquesne to report an outage at a service address. (Tr. 136-139).

32. Most momentary outages are the result of protective devices operating as designed in response to an observed fault, which can include animal-wire contacts, vegetation-related contacts and/or motor vehicle accidents. (Tr. 139).

33. The causes of the two momentary outages, which affected the residence from August 9, 2018 through May 21, 2021, were a tree which fell onto the circuit and a failed lightning arrester. (Tr. 139, 140; Duquesne Redacted Exhibit K1).

34. The house account experienced seven momentary outages in 2019, seven momentary outages in 2020 and three momentary outages in 2021 prior to the date of the hearing. (Tr. 149, 150; Duquesne Redacted Exhibit L1).

35. On February 18, 2021, Duquesne changed the profile of the sectionalizer servicing Complainant's house to that of a recloser in order to improve reliability. (Tr. 151, 152; Duquesne Redacted Exhibit L1).

36. A sectionalizer is a device located on a circuit which cannot break fault under a current, while a recloser is capable of breaking a current and then resuming service, which can improve the reliability on a circuit. (Tr. 150, 151).

37. The garage account experienced five momentary outages in 2019, seven momentary outages in 2020 and one momentary outage in 2021 prior to the date of the hearing. (Tr. 154; Duquesne Redacted Exhibit L2).

38. From 2018 to 2021, Complainant reported outage concerns at the service address on four occasions: July 31, 2020; twice on August 27, 2020, and March 26, 2021. (Tr. 157; Duquesne Redacted Exhibit M).

39. Duquesne last inspected the circuit that services both accounts in 2017, addressed the concerns noted by the inspection and will re-inspect the circuit next in 2022. (Tr. 170-172; Duquesne Exhibit O).

40. As of June 7, 2021, the account balance for the electric service account associated with the house was \$2,159.54 and for the electric service account associated with the garage was \$1,079.60. (Tr. 76-78; Duquesne Redacted Exhibits A1, A2 and E).

DISCUSSION

These formal complaints concern whether Respondent violated termination procedures in November 2019 when Duquesne terminated service and whether Respondent failed to provide reliable service to Complainant at his residence and garage.

Complainant's Position

Complainant contends Duquesne failed to provide him with prior notice before it terminated electric service to his residence and the Garage for non-payment on November 21, 2019. Mr. Kroop asserts he found a "door tag" notice on the residence but did not find that tag until after the service was terminated. Mr. Kroop contends Duquesne did not provide him with any other notice of the pending termination. In addition, Mr. Kroop contends there are an excessive number of outages each month, which is a problem that had occurred recently. Complainant asks the Commission to order Duquesne to provide him with a refund for the reconnection fees and the deposits he was required to pay before Duquesne reconnected his electric service. Mr. Kroop asks that the Commission impose a civil penalty on Respondent for failing to properly notify him prior to terminating service and for its failure to provide reliable service.

Complainant argues Duquesne did not provide proper notice prior to the termination and did not prove that it provided proper notice. Complainant also argues Respondent provided substandard customer service due to the outages experienced at the service address, which Mr. Kroop argues Duquesne did nothing to address until after he brought a formal complaint.

Respondent's Position

Respondent contends it provided safe, reasonable and adequate service to Mr. Kroop. Respondent argues the evidence presented supports its argument that the sustained outages experienced at the service address were occasions outside of Duquesne's control and/or

were part of normal circuit operations. Furthermore, Respondent contends the evidence presented showed that its electric distribution system functioned as intended when stressors were identified in the system which required outages of short duration to operate safely. Duquesne argues it reviews and inspects its distribution circuits on a regular basis. Respondent points out the Commission does not require it, as an electric distribution company, to provide perfect electric service but rather service that is safe, reasonable and adequate. Duquesne argues it provided evidence that it did provide safe, reasonable and adequate electric service and customer service in November 2019.

Furthermore, Respondent argues it followed all of the rules and regulations before and after it terminated electric service on both accounts on November 21, 2019. Duquesne contends it provided a 10-day termination notice, two 72-hour telephone calls to the telephone number provided by Complainant, and left a post-termination notice (*i.e.*, door tag) for both accounts. Respondent points out it restored electric service to both accounts as soon as Complainant made proper payments.

Respondent's Responsibility

Pursuant to 66 Pa.C.S.A. § 1501:

Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. Such service also shall be reasonably continuous and without unreasonable interruptions or delay. Such service and facilities shall be in conformity with the regulations and orders of the Commission. Subject to the provisions of this part and the regulations or orders of the Commission, every public utility may have reasonable rules and regulations governing the conditions under which it shall be required to render service.

Pursuant to 52 Pa. Code § 56.93, a public utility may not terminate service until it attempts to contact the ratepayer first, either in person or by telephone, so that the ratepayer will have notice of the public utility's intention to terminate service. Utility service is not limited to the provision of the commodity itself and includes "any and all acts" related to that function, including using proper termination procedures. *West Penn Power Co. v. Pa. Pub. Util. Comm'n*, 578 A.2d 75 (Pa. Cmwlth. 1990).

Burden of Proof

As the party seeking affirmative relief from the Commission, Complainant bears the burden of proving by substantial evidence he is entitled to the requested relief. 66 Pa.C.S.A. § 332(a). To satisfy this burden, Complainant must show Respondent is responsible or accountable for the problem described.⁶ Complainant must show this fact 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.⁷ Additionally, any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence.⁸ Furthermore, more evidence is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established.⁹

⁶ *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa. PUC 196 (1990); *Feinstein v. Phila. Suburban Water Co.*, 50 Pa. PUC 300 (1976).

⁷ *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. den.*, 602 A.2d 863 (Pa. 1992); *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).

⁸ *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982); *Edan Transp. Corp. v. Pa. Pub. Util. Comm'n*, 623 A.2d 6 (Pa. Cmwlth. 1993); 2 Pa.C.S.A. § 704.

⁹ *Norfolk & W. Ry. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unemployment Comp. Bd. of Review*, 166 A.2d 96 (Pa. Super. 1960); *Murphy v. Dep't of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

Termination of Electric Service

Termination of service is an extreme measure. The Commission's rules and procedures necessary to permit a public utility to terminate electric service to a customer are set forth in Section 1406 of the Public Utility Code¹⁰:

(a) Authorized termination. A public utility may notify a customer and terminate service provided to a customer after notice as provided in subsection (b) for any of the following actions by the customer:

(1) Nonpayment of an undisputed delinquent account.

...

(b) Notice of termination of service.

(1) Prior to terminating service under subsection (a), a public utility:

(i) Shall provide written notice of the termination to the customer at least ten days prior to the date of the proposed termination. The termination notice shall remain in effect for 60 days.

(ii) Shall attempt to contact the customer or occupant, either in person or by telephone, to provide notice of the proposed termination at least three days prior to the scheduled termination, using one or more of the following methods:

(A) in person;

(B) by telephone. Phone contact shall be deemed complete upon attempted calls on two separate days to the residence between the hours of 8 a.m. and 9 p.m. if the calls were made at various times each day, or by e-mail, text message or other electronic messaging format consistent with the commission's privacy guidelines and approved by commission order.

¹⁰ 66 Pa.C.S.A. § 1406(a) and (b).

...

(iv) After complying with paragraphs (ii) and (iii), the public utility shall attempt to make personal contact with the customer or responsible adult at the time service is terminated. Termination of service shall not be delayed for failure to make personal contact.

Reasonable Customer Service

A violation of the Code may occur when a utility company fails to provide reasonable service, such as the failure to correctly notify a customer about a pending termination. The Commission has exclusive jurisdiction to determine the reasonableness, adequacy and sufficiency of a public utility's services and facilities.¹¹ The term "service" is "used in its broadest and most inclusive sense, includ[ing] any and all acts done, rendered, or performed, and any and all things furnished or supplied...by public utilities...in the performance of their duties under [the Public Utility Code]...."¹² Thus a utility company's practice of how it terminates service and when it may impose a reconnection fee and/or deposit, must be reasonable, adequate and sufficient.

Pursuant to 66 Pa.C.S.A. § 1501, "every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, for the accommodation, convenience, and safety of its patrons, employees, and the public. Such service also shall be reasonably continuous and without unreasonable interruptions or delay. every public utility may have reasonable rules and regulations governing the conditions under which it shall be required to render service...."

The Commission has the authority and responsibility to define reasonable service.¹³ The Commission requires a utility to provide reasonable service at reasonable rates – not perfect service without regard to cost.

¹¹ *Elkin v. Bell Tel. Co. of Pa.*, 420 A.2d 371 (Pa. 1980).

¹² 66 Pa.C.S.A. § 102.

¹³ *See* 66 Pa.C.S.A. § 1501 and § 1502.

Analysis

The crux of these formal complaints concern how Duquesne terminated electric service on November 21, 2019, and if Duquesne provided safe, reasonable and adequate service. Complainant did not contend Respondent lacked reasons to terminate the accounts on the grounds Complainant failed to make required payments on the two accounts. This proceeding centered on the process Duquesne used prior to termination and if Duquesne followed the proper procedures prior to termination. In addition, Complainant contended Respondent failed to provide customer service because Mr. Kroop insisted, he experienced a high number of outages.

Each time a company avails itself of the Commission's regulations concerning the termination process, the company must comply with all of the Commission's provisions. The utility must follow the entire procedure from start to finish each time regardless of how many accounts are involved. The evidence presented at the hearing proves Duquesne sent a letter for each account telling Mr. Kroop a termination would happen soon if he did not bring each account current on payments (*i.e.*, it sent two separate letters). Then, Duquesne attempted to reach Mr. Kroop by telephone by calling the telephone number he provided to Duquesne. Respondent called the telephone number twice for each account: once in the morning and once in the evening (*i.e.*, it called Complainant four times). Furthermore, Respondent's employee knocked on the door at the service address and then left a door tag notice for each account after it terminated service which advised Complainant what he would need to do to have electric service restored. Once Complainant paid the required sums, Duquesne restored electric service to both accounts.

Duquesne did what the Commission required of it before it terminated service and what was required after service was terminated. Accordingly, the formal complaints are denied in the ordering paragraphs below, because Complainant failed to meet the burden of proving Respondent did not correctly terminate electric service on November 21, 2019 in accordance with Commission regulations.

Reasonable Customer Service

Complainant failed to prove Duquesne violated the Commission's statute, regulations and orders in providing electric service. 66 Pa.C.S.A. §§ 332(a), 1501. The service address experienced nine or fewer episodes of interrupted electric service over a 33-month period (from August 2018 to May 2021). Most of those episodes were caused by events outside the control of Duquesne, such as storm damage, motor vehicle accidents and/or contact between the circuit with vegetation or animals. Nine episodes over a 33-month period is not excessive *per se* without additional evidence to support Complainant's contentions. Duquesne proved it took steps to improve reliability on the circuit that serves the service address.

Accordingly, the formal complaints are denied in the ordering paragraphs below, because Complainant failed to meet the burden of proving Respondent did not provide safe, adequate and reasonable electric service.

Conclusion

Accordingly, the complaints are denied in the ordering paragraphs below because Complainant did not meet the burden of proving Respondent failed to follow proper termination procedures prior to terminating electric service on November 21, 2019, and he did not meet the burden of proving Respondent failed to provide safe, reliable and reasonable electric service, pursuant to 66 Pa.C.S.A. §§ 332(a), 1501. A civil penalty will not be assessed because Respondent did not violate a Commission statute or regulation.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and the subject matter of this proceeding. 66 Pa.C.S.A. § 701.
2. Complainant carries the burden of proving Respondent did not provide reasonable and adequate service. 66 Pa.C.S.A. § 332(a).

3. Complainant failed to meet the burden of proving Respondent did not provide reasonable and adequate service in terminating electric service on November 21, 2019. 66 Pa.C.S.A. § 332(a).

4. Complainant failed to meet the burden of proving Respondent did not provide safe, reliable and reasonable service in its provision of electric service at the service address. 66 Pa.C.S.A. § 332(a), and § 1501.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the formal complaints filed by Benjamin Kroop against Duquesne Light Company at Docket Nos. C-2020-3022330 and C-2020-3023135 are denied.

2. That the Secretary mark these dockets closed.

Date: November 10, 2021

/s/
Katrina L. Dunderdale
Administrative Law Judge