

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Jason Thomas	:	
	:	
v.	:	C-2022-3037062
	:	
PPL Electric Utilities Corporation	:	

INITIAL DECISION

Before
Christopher P. Pell
Deputy Chief Administrative Law Judge

INTRODUCTION

This Initial Decision denies the Complainant’s Complaint because he failed to sustain his burden of demonstrating that PPL Electric Utilities Corporation provided him with unreasonable service.

HISTORY OF THE PROCEEDING

On December 2, 2022, Jason Thomas (Complainant) filed a Formal Complaint (Complaint) against PPL Electric Utilities Corporation (PPL or Respondent) with the Pennsylvania Public Utility Commission (Commission). In the Complaint, the Complainant indicated that he experienced electrical surges in his home on several occasions that damaged several of his appliances. The Complainant further indicated that, following discussions with PPL, the Respondent initially took responsibility for the damaged appliances before ultimately denying responsibility. As relief, the Complainant requested that PPL “cover full replacement of all the items they damaged immediately.”

On December 27, 2022, the Respondent filed an Answer admitting in part and denying in part the averments in the Complaint. Specifically, the Respondent denied that PPL is responsible for the damages claimed by the Complainant, and that the reason PPL ultimately denied the damage claim was due to the amount of damage. PPL further indicated: that upon further investigation to determine the cause of the outage, the Company concluded that the service outage occurred when a service wire servicing the Complainant's address failed; that the Company further determined that at the time of the outage, there were no abnormal voltage or power quality events recorded on the meter; and that because the Company did not supply damaging voltage at the time service failed and the damage occurred behind the meter, the Company determined that it was not responsible for the Complainant's damage claim associated with the outage.

Also on December 27, 2022, the Respondent filed a Preliminary Objection to the Complaint.

By Motion Judge Assignment Notice dated February 2, 2023, PPL's Preliminary Objection was assigned to me for disposition.

By Interim Order dated February 22, 2023, I granted the Respondent's Preliminary Objection, struck the portion of the Complainant's Complaint seeking damages, and referred the remaining issues to the Commission's Mediation Unit for the Commission's mediation review process.

By Interim Order Setting Resolution Conference dated February 28, 2023, Chief Administrative Law Judge Charles E. Rainey, Jr., directed the parties to attempt to resolve this matter themselves. The parties were unable to resolve their dispute through the Mediation process.

By Initial Telephonic Hearing Notice dated April 5, 2022, an initial call-in telephonic hearing was scheduled for May 16, 2023 at 10:00 a.m., and the matter was assigned to me.

I issued a Prehearing Order on April 6, 2023.¹ The Prehearing Order also advised the parties of the date and time of the scheduled hearing as well as how to call in for the hearing. It also explained that the Complainant bears the burden of proof to establish that the respondent violated its tariff, the Public Utility Code, or a Commission Order or regulation, and that he is entitled to the relief requested in the Complaint.

By Interim Order dated April 20, 2023, I granted the Respondent's Motion for Continuance of the May 16, 2023 hearing.

By Telephonic Hearing Cancellation/Reschedule Notice dated May 2, 2023, the initial call-in telephonic hearing was rescheduled for July 6, 2023 at 10:00 a.m.

I issued a second Prehearing Order on May 2, 2023. The Prehearing Order again directed the parties to comply with various procedural requirements and again explained that the Complainant bears the burden of proof to establish that the respondent violated its tariff, the Public Utility Code, or a Commission Order or regulation, and that he is entitled to the relief requested in the Complaint.

The hearing convened as scheduled on July 6, 2023. The Complainant appeared *pro se* and testified. The Respondent appeared and was represented by Megan E. Rulli, Esq., and Devin T. Ryan, Esq. who presented the testimony of the following witnesses: Kimberly Hanson, a PPL Claims Specialist; Brad McGinty, a PPL Reliability Engineer; and Denis Pancoast, a PPL Senior Engineer for Interconnections and Tariff Rules. PPL offered eleven exhibits, all of which were admitted into the record (PPL Exhs. 2, 3, 4, 5, 6, 7, 8, 9, 11, 15, 16).

The record closed on August 1, 2023, the date the transcript was filed with the Commission.

¹ This Prehearing Order was incorrectly dated March 27, 2023.

FINDINGS OF FACT

1. The Complainant in this case is Jason Thomas.
2. The Respondent in this case is PPL Electric Utilities Corporation.
3. The Complainant lives at 509 Carnation Drive, Clarks Summit, Pennsylvania, 18411 (service address). Tr. 9-10, 27.
4. The Complainant purchased the service address on July 29, 2019. Tr. 19.
5. Prior to August 4, 2023, the Complainant experienced power surges and temporary power outages where his electricity would go off for a moment and then come on again. Tr. 10-11, 14-15, 19.
6. In the early morning hours of August 4, 2022, the Complainant's smart meter alerted PPL that it was about to lose power, which prompted PPL to send a crew to investigate what had to be done at the service address. Tr. 92.
7. In the early morning hours of August 4, 2022, PPL employees discovered a failed service cable and installed a service bypass so the Complainant would have power in the morning. Tr. 92.
8. PPL did not provide notice to the Complainant that it installed the temporary service line. Tr. 16.
9. On August 4, 2023, the Complainant contacted PPL to advise that he experienced a power outage overnight, and to advise that he discovered black tubes in his yard hooked up to his meter base. Tr. 13, 17, 65; PPL Exh. 11.

10. The black tube identified by the Complainant was a bypass cable, which is a black conduit tube containing a temporary replacement service wire. Tr. 66.

11. Bypass cables allow PPL Electric to provide power to a service address until the service wire is replaced or repaired. Tr. 66.

12. PPL installs bypass cables when a customer's service wire is damaged, and they are unable to replace the entire underground service right away. Tr. 66.

13. PPL installed the bypass cable overnight on August 4, 2022 to temporarily restore power to the service address. Tr. 66.

14. During the August 4, 2023 call, the Complainant reported damage to a deep freezer, refrigerator, and various computer equipment, including two motherboards and several graphic computer cards. Tr. 65; PPL Exh. 11.

15. On an unspecified date in August or September 2022, PPL replaced the service line to the service address. Tr. 18.

16. The Complainant has not experienced any problems with his electric service since PPL replaced the service line. Tr. 20.

17. A PPL Reliability Engineer initially approved the Complainant's damage claim because it appeared at first that PPL had provided voltage to the service address at a level higher than what is allowed under PPL's Electric Tariff. Tr. 68-69.

18. A service wire is a conductor that provides electricity to a customer. Tr. 66.

19. Each service address receives electricity through three conductors, two of those being hot legs and one being neutral. Tr. 67.

20. If one hot leg fails, a customer loses power to half of the circuit panel inside their home; if both hot legs fail, the customer will experience a total loss of power. Tr. 67.

21. Hot legs can fail due to the age of the conductor, any kind of high amperage or usage on that conductor, the conductor type, the condition of the cables if they are buried in the soil, water getting inside the conduit, conductor impurities or imperfections from the manufacturer, or high loading in general. Tr. 68.

22. It is not common for both hot legs to fail at the same time. Tr. 68.

23. PPL conducted an investigation into the loss of power at the service address which revealed that both hot legs had failed at 1:15 a.m. on August 4, 2022. Tr. 67; PPL Exh. 11.

24. Pursuant to PPL's tariff for residential customers, voltage should be 240 volts with a plus or minus five percent (or between 228 volts and 252 volts). Tr. 69.

25. The PPL Reliability Engineer reviewed the Complainant's meter data for the August 4, 2022 outage and it showed the average voltage data points in 15-minute intervals. Tr. 69-70.

26. The meter data showed data points at 237 volts between 12:00 a.m. and 1:30 a.m. on August 4, 2022. Tr. 70.

27. The meter data showed data points dropping from 237 volts down to 44 volts at approximately 1:45 a.m. on August 4, 2022. Tr. 70.

28. Between 2:00 a.m. and 6:00 a.m. on August 4, 2022, the meter data showed data points dropping down to 0 volts. Tr. 70.

29. At approximately 1:15 a.m. on August 4, 2022, the data points showed voltage levels above PPL's allowable levels which led Brad McGinty, the Reliability Engineer reviewing the Complainant's damage claim, to conclude that PPL supplied voltage beyond that which is allowed under PPL's tariff. Tr. 70-71.

30. PPL approves claims if it determines that it is responsible for damage. Tr. 53-54.

31. On August 25, 2022, PPL issued the Complainant a letter approving his damage claim based on the initial determination that PPL supplied voltage levels above allowable levels. Tr. 71; PPL Exh. 11.

32. Following the initial approval of the claim, the Complainant submitted paperwork detailing the items for which he was seeking coverage. Tr. 28, 71; PPL Exh. 15.

33. A PPL employee reviewing the Complainant's paperwork observed that it included a lot of electronics and items that would typically result in significantly high electric usage at the service address. Tr. 71.

34. Following this observation, the PPL employee referred this matter back to Mr. McGinty for further evaluation. Tr. 71-72.

35. Mr. McGinty again reviewed the meter data that contained the voltage averages over 15-minute intervals between 12:00 a.m. and 8:00 a.m. on August 4, 2022. Tr. 72-74; PPL Exh. 9 .

36. Mr. McGinty solicited help from PPL's Metering Department and several senior engineers in reevaluating the Complainant's meter data. Tr. 74.

37. A meter collects 1,700 data points per second, or approximately 1.5 million data points over a 15-minute period. Tr. 69, 76.

38. At the time of the outage, the voltage level at the service address was 237 volts, which is within the voltage range permitted under PPL Electric’s tariff. Tr. 77.

39. PPL’s meters will record events such as power surges or swell events. Tr. 77.

40. The Complainant’s meter did not record any swell events before or after the service failed at the service address. Tr. 77.

41. Upon reevaluation of the meter data, Mr. McGinty concluded that there was no meter data to support a surge in voltage that would have caused the outage on August 4, 2022. Tr. 78.

42. Loading is a term used to reference usage at an address. Tr. 78.

43. Mr. McGinty next reviewed usage data for the Complainant’s account and the loading that was placed on the conductors at the service address. Tr. 78.

44. Mr. McGinty discovered that the loading was extremely high for the conductors at the service address. Tr. 78.

45. Mr. McGinty reviewed the Complainant’s usage between August 29, 2019 and May 31, 2023. Tr. 80; PPL Exh. 6.

46. The Complainant’s electric usage increased significantly in August of 2021:

Billed	Days in bill	Total kWh Used	Avg kWh/day
8/29/2019	33	2273	69
10/1/2019	33	1426	43

Billed	Days in bill	Total kWh Used	Avg kWh/day
10/30/2019	29	563	19
11/27/2019	28	1396	50
12/31/2019	34	1760	52
1/31/2020	30	1005	34
3/2/2020	30	866	29
3/31/2020	31	1133	37
4/30/2020	30	1200	40
6/1/2020	30	1798	60
6/30/2020	31	2554	82
7/31/2020	31	2891	93
8/31/2020	29	1899	65
10/1/2020	33	2246	68
10/30/2020	29	1741	60
11/30/2020	32	1804	56
12/30/2020	30	1740	58
2/1/2021	33	1360	41
3/3/2021	30	1619	54
4/1/2021	29	1218	42
5/3/2021	32	1525	48
6/2/2021	30	1736	58
7/1/2021	29	2036	70
8/2/2021	32	2332	73
8/31/2021	29	4276	147
9/30/2021	30	3922	131
10/29/2021	29	4228	146
11/30/2021	32	6445	201
12/30/2021	30	8589	286
1/31/2022	32	11297	353
3/1/2022	29	10333	356
3/30/2022	29	9921	342
4/29/2022	30	11249	375
6/1/2022	32	13114	410
7/6/2022	29	13112	452
8/1/2022	30	15519	517
8/30/2022	31	16522	533
9/29/2022	30	13733	458
10/28/2022	29	3256	112
11/29/2022	32	3807	119

Billed	Days in bill	Total kWh Used	Avg kWh/day
1/5/2023	32	3807	119
1/30/2023	28	7671	274
3/1/2023	32	7572	237
3/30/2023	29	7101	245
5/1/2023	30	8633	288
5/31/2023	32	6613	207

Tr. 81; PPL Exh. 6.

47. When the outage occurred on August 4, 2022, the Complainant's total kWh usage was 16,522 kWh for a 31-day billing period, averaging 533 kWh per day. Tr. 81.

48. The Complainant's kWh usage during the month when the outage occurred is not normal for a residential home of approximately 3,500 square feet. Tr. 81, 96-97.

49. Normal electricity usage will fluctuate throughout a day depending on people being home and appliances being used. Tr. 84, 86.

50. The Complainant's usage remained constantly high 24 hours a day, 7 days a week for numerous consecutive weeks. Tr. 84, ;PPL Exhs. 7 & 8.

51. Mr. McGinty concluded, based on his review of historic and current data, that the outage occurred due to an increase in usage placed on PPL's facilities, placing them at risk of failure, which ultimately damaged the service line causing the outage and damage to the Complainant's items. Tr. 87-88; PPL Exh. 11.

52. Mr. McGinty concluded that PPL did not supply the Complainant with damaging voltage outside the levels allowed under PPL's electric tariff. Tr. 87-88, 90; PPL Exhibit 11.

53. On October 13, 2023, PPL issued a letter to the Complainant informing him that PPL was not going to cover his damage claim. Tr. 89-90; PPL Exh. 2.

54. Cryptocurrency is where an individual uses a computer to verify transactions. Tr. 29.

55. The Complainant was engaged in cryptocurrency mining at the service address. Tr. 29; PPL Exh. 15.

56. The Complainant normally ran his cryptocurrency equipment 24-hours a day. Tr. 33.

57. The Complainant started mining cryptocurrency in September of 2021. Tr. 34.

58. The Complainant's cryptocurrency equipment generates a lot of heat. Tr. 34.

59. The Complainant used fans to bring cool air into his cryptocurrency area and a large industrial fan to blow air out the other side. Tr. 35.

60. Most of the fans the Complainant used were electric while some were battery powered. Tr. 36.

61. The Complainant's cryptocurrency mining equipment took up a 3-foot by 10-foot space in his garage, which is approximately 20 feet by 20 feet in size. Tr. 36.

62. The Complainant did not notify PPL of the increased electric usage anticipated at the service address due to his cryptocurrency mining. Tr. 41-42.

63. Since the August 4, 2022 outage, the Complainant has used the cryptocurrency mining equipment at the service address, but he is now no longer engaged in cryptocurrency mining. Tr. 43, 45-46.

64. Pursuant to its tariff, PPL bills the Complainant for electric service under rate schedule RS. Tr. 109.

65. PPL bills the Complainant under rate schedule RS because he lives in a residence and uses single phase residential service. Tr. 109.

66. Rate schedule RS does not apply to residential services that include more than 2,000 watts of connected load attributable to commercial or professional use, exclusive of space heating and air conditioning in common with the residence. Tr. 109; PPL Exh. 3.

67. If a customer has additional operations for commercial or professional use that exceeds 2,000 watts, the residential rate schedule would not apply. Tr. 110.

68. Rate Schedule RS, Residential Service, Application Provisions, subsection 3 of PPL's Electric Service Tariff – Pa. P.U.C. No. 201 provides the following:

Where any use of service at a residence or on a farm is not eligible for the application of this Rate Schedule, customer has the option to provide separate circuits so that the portion that is applicable can be metered and billed separately hereunder and the remaining portion can be billed under the applicable general service rate schedule. When separate circuits are not provided, the entire service is billed under the applicable general service rate schedule.

Tr. 110-111; PPL Exh. 3.

69. Rule 4 of PPL's Electric Service Tariff – Pa. P.U.C. No. 201, Subsection E, regarding Capacity provides the following:

The Companies facilities have a limited capacity. Therefore, to assure satisfactory operation of customers' equipment and to protect both customer's and Company's facilities against damage, each customer shall notify the Company of any substantial increase in use of service so that additional facilities may be provided in accordance with the applicable provisions in this tariff.

Tr. 113; PPL Exh. 4.

70. Rule 4 of PPL's Electric Service Tariff – Pa. P.U.C. No. 201 regarding capacity enables PPL to ensure that it has the proper capacity of both facilities and design to serve the customer's need so it can be operated safely. Tr. 114.

71. Mining for cryptocurrency could account for the substantial increase in use of service at the service address. Tr. 115.

72. Rule 5 of PPL's Electric Service Tariff – Pa. P.U.C. No. 201, Subsection A, provides the following regarding a Customer's Responsibility:

The customer assumes full responsibility for the energy and facilities at and beyond the point of delivery. Interruption of service and variation in supply characteristics (including, but not limited to, high or low voltage, operation of protection or control devices, single phasing of three phase service, and phase reversal) can occur. To prevent or limit damage from such events it is Customer's responsibility to purchase and install protective devices and/or install or otherwise provide for alternate power supplies that are available from third parties to protect Customer's facilities and property. The customer's use of service shall not cause damage to Company's equipment or impair this service to other customers. The foregoing provisions do not change the Company's duty and responsibility to provide safe and adequate service to the point of delivery.

Tr. 117-118; PPL Exh. 5.

73. PPL did not provide any damaging voltage to the service address, nor was there a failure of equipment as a result of PPL activities. Tr. 54, 56.

DISCUSSION

The Public Utility Code, 66 Pa.C.S. § 332(a), places the burden of proof upon the proponent of a rule or order. As the proponent of a rule or order, complainant has the burden of proof in this matter pursuant to 66 Pa.C.S. § 332(a).

To establish a sufficient case and satisfy the burden of proof, Complainant must show that the Respondent public utility 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), *Feinstein v. Phila. Suburban Water Co.*, 50 Pa.P.U.C. 300 (1976). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990). A preponderance of the evidence is evidence more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950). Additionally, any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. *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. § 704. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & W. Ry. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unemployment Comp. Bd. of Rev.*, 166 A.2d 96 (Pa. Super. 1960); *Murphy v. Dep't of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

Upon the presentation by the Complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence to rebut the evidence of the Complainant shifts to the Respondent. If the evidence presented by the Respondent is of co-equal weight, the Complainant has not satisfied his burden of proof. The Complainant would be required to provide additional evidence to rebut the evidence of the Respondent. *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982).

While the burden of persuasion 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. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

The Complainant claimed that he experienced electrical surges in his home on several occasions that damaged several of his appliances. The Complainant maintained that PPL initially took responsibility for everything that was damaged in his home. The Complainant argued that PPL denied responsibility only after he supplied a list of damaged items from his home. Lastly, during the course of the hearing the Complainant raised concerns about PPL staff installing a temporary service line on his property without knocking on his door or calling him to notify him about what they were doing. The Complainant raised a claim of inadequate and unreasonable service by PPL.

PPL is required by law to provide the Complainant with adequate and reasonable service. Section 1501 of the Public Utility Code provides, in relevant part:

§1501. Character of service and facilities

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.

66 Pa.C.S. § 1501.

Interpreting this provision in *West Penn Power Co. v. Pennsylvania Public Utility Commission*, 478 A.2d 947 (Pa. Cmwlth. 1984), the Commonwealth Court stated:

We hold that in order for the PUC to sustain a complaint brought under this section, the utility must be in violation of its duty under this section. Without such a violation by the utility, the

PUC does not have the authority, when acting on a customer's complaint, to require any action by the utility.

West Penn Power, 478 A.2d at 949 (footnote omitted).

The statutory definition of "service" is to be broadly construed.² *Country Place Waste Treatment Co., Inc. v. Pa. Publ. Util. Comm'n*, 654 A.2d 72 (Pa. Cmwlth. 1995). In applying the facts to the law, the issue becomes whether PPL's actions as described in the Complaint rise to the level of inadequate service that constitutes a violation of the Public Utility Code.

As previously noted, the Complainant alleged that he experienced electrical surges from PPL in his home that damaged some of his electrical appliances and equipment. The Complainant did not offer any evidence beyond his own testimony and opinions to support his allegation that PPL was responsible for the damage to his personal items. However, "[m]ere bald assertions ... do not constitute evidence." *Mid-Atlantic Power Sup. Ass'n of Pa. v. Pa. Pub. Util. Comm'n*, 746 A.2d 1196, 1200 (Pa. Cmwlth. 2000); *Pa. Bur. of Corr. v. City of Pittsburgh*, 532 A.2d 12 (Pa. 1987); *see also, Steffy's Pattern Shop v. Frontier Commc'ns of Pa., Inc.*, Docket No. R-00994808 (Opinion and Order entered Mar. 3, 2000).

Contrary to the Complainant's testimony, PPL's witnesses offered detailed testimony demonstrating that it supplied the Complainant with continued and consistent electrical voltage within the guidelines established in its Commission-approved tariff. PPL's witnesses' testimony further demonstrated that the Complainant's electrical service only failed after the Complainant's prolonged excessive usage damaged his service line.

² "'Service.' 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 ... in the performance of their duties under this part to their patrons, employees, other public utilities, and the public, as well as the interchange of facilities between two or more of them[.]" 66 Pa.C.S. § 102 (emphasis original).

Additionally, PPL's witness McGinty testified that he initially approved the Complainant's damage claim because it initially appeared that PPL had provided voltage at a level higher than what is allowed under PPL's Electric Tariff. Tr. 68-69. Once another employee reviewed the paperwork the Complainant submitted regarding his claim, and observed that it included a lot of electronics and items that would typically result in high electric usage at the service address, that employee referred the matter back to Mr. McGinty for further evaluation. Tr. 71-72. Mr. McGinty reviewed the meter data for the Complainant's meter and noted that his meter did not record any swell events either before or after the service failed on August 4, 2022. Tr. 77. Mr. McGinty concluded that there was no meter data to support a surge in voltage that would have caused the outage on August 4, 2022. Tr. 78. Mr. McGinty further concluded, based on his review of historic and current data, that the outage occurred due to an increase in usage placed on PPL's facilities, placing them at risk of failure which ultimately damaged the service line, causing the outage and damage to the Complainant's items. Tr. 87-88; PPL Exh. 11. Moreover, Denis Pancoast, a PPL Senior Engineer for Interconnections and Tariff Rules, testified credibly that the Complainant's cryptocurrency mining could account for the substantial increase in electric usage at the service address. Tr. 115.

Regarding the Complainant's concerns about PPL's crew installing a bypass cable without providing him notice, Mr. Pancoast explained that since the Complainant's service failed overnight, the PPL crew wanted to restore the Complainant's service as soon as possible so he would have power in the morning. Tr. 91-92. Mr. Pancoast further noted that staff will make an attempt to provide notice but will not pound on doors or windows for safety reasons since they do not know if they will encounter an irate customer or dog. *Id.*

Under the circumstances, I cannot conclude that PPL is responsible for the damage to the Complainant's personal property. The record supports a conclusion that the Complainant's cryptocurrency mining activities increased his electric usage at the service address to the point where it caused his service line to fail and caused damage to his personal appliances. Moreover, I find that PPL's crew's actions were reasonable when it installed a service bypass at the service address in the early morning hours to ensure the Complainant had

power in the morning. Since I cannot conclude that PPL provided the Complainant with inadequate or unreasonable service, the Complainant's Complaint is denied in its entirety.

CONCLUSIONS OF LAW

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

2. The burden of proof in this proceeding is upon the Complainant. 66 Pa.C.S. § 332(a).

3. Any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. *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. § 704.

4. "Mere bald assertions ... do not constitute evidence." *Mid-Atlantic Power Supply Ass'n of Pa. v. Pa. Pub. Util. Comm'n*, 746 A.2d 1196, 1200 (Pa. Cmwlth. 2000); *Pa. Bur. of Corrections v. City of Pittsburgh*, 532 A.2d 12 (Pa. 1987); *see also, Steffy's Pattern Shop v. Frontier Commc'ns of Pa., Inc.*, Docket No. R-00994808 (Opinion and Order entered Mar. 3, 2000).

5. Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service. 66 Pa.C.S. § 1501.

6. The Complainant failed to meet his burden of demonstrating that PPL provided him with inadequate and unreasonable service. 66 Pa.C.S. § 332(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint of Jason Thomas at Jason Thomas v. PPL Electric Utilities Corporation at Docket No. C-2022-3037062 is denied;
2. That the docket at Docket No. C-2022-3037062 be marked closed.

Date: October 30, 2023

/s/
Christopher P. Pell
Deputy Chief Administrative Law Judge