

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Joshua Dahman	:	
	:	
v.	:	C-2024-3051287
	:	
FirstEnergy Pennsylvania Electric Company	:	

INITIAL DECISION

Before
Mark A. Hoyer
Deputy Chief Administrative Law Judge

INTRODUCTION

This decision dismisses the Formal Complaint because Complainant failed to prove FirstEnergy Pennsylvania Electric Company violated the Public Utility Code, Commission regulations or orders, or the Company’s approved tariff.

HISTORY OF THE PROCEEDINGS

On September 20, 2024, Joshua Dahman (Complainant) filed a Formal Complaint with the Pennsylvania Public Utility Commission, against the Penn Power Rate District of FirstEnergy Pennsylvania Electric Company (FirstEnergy, FE PA, or Respondent) regarding service at 3 Ball Hill Road, Greenville, Pennsylvania (service location). Complainant checked the box on the Formal Complaint form indicating he was having reliability, safety, or quality problems with his service. He also checked the box averring the utility’s meter “shorted out,” causing his house to catch fire and damage to

his other appliances. As relief, Complainant requested that he be reimbursed for lost wages, damage to his house and appliances, and compensation for the gas he used to run his generator while the power was out.

On October 10, 2024, FE PA filed a Preliminary Objection, arguing that the Commission lacks the authority to award monetary damages and requesting that Complainant's claims for reimbursement be struck from the Complaint.

On November 20, 2024, FE PA filed Motion of FirstEnergy Pennsylvania Electric Company to File Answer and New Matter *Nunc Pro Tunc* with a Notice to Plead. No response to the motion was filed by Mr. Dahman.

On November 20, 2024, FE PA filed its Answer and New Matter in response to Mr. Dahman's Complaint with a Notice to Plead attached. No reply to the New Matter was filed by Mr. Dahman.

On January 10, 2025, Administrative Law Judge (ALJ) Emily DeVoe issued an interim order which granted the Preliminary Objection and struck the Complainant's request for monetary damages. The Complaint was also transferred to the Mediation Unit of the Office of Administrative Law Judge. The parties did not resolve the Complaint, and the matter was assigned to ALJ Mary D. Long for hearing.

A hearing was held in the above-captioned matter on November 21, 2025. Mr. Dahman appeared and testified on his own behalf. Attorney Timothy McHugh appeared on behalf of FE PA and presented the testimony of three witnesses: Alison Walker, Advanced Customer Services Compliance Specialist, Jonathan Schiestle, FirstEnergy Services Lineman, and Justin Logsdon, FirstEnergy Services Company Manager of Smart Meter Operations. FirstEnergy Exhibits 1-3 were also admitted into the record. At the conclusion of the hearing ALJ Long directed FE PA to serve a copy of

the Company's tariff provisions which define company-owned and customer-owned equipment. ALJ Long also agreed to provide Mr. Dahman with an opportunity to provide copies of certain bills.

On November 21, 2025, ALJ Long issued an Interim Order Directing Late-Filed Exhibits memorializing her instructions to the parties at the conclusion of the initial hearing.

As directed, FE PA submitted Proposed FirstEnergy Exhibit 4 consisting of Tariff Provisions 7 and 8. Complainant submitted copies of his bills dated August 6, 2025, October 6, 2025, November 6, 2025, and December 8, 2025.

After reviewing the transcript of the November 21, 2025 hearing, ALJ Long determined that a further hearing was necessary to clarify the record, including more specific testimony regarding the construction activities related to the siding project at Complainant's home, as well as testimony describing the operating voltage range for the meter and whether the input voltage supplied to the meter was within that operational range. Further, during the November 21, 2025 hearing, Complainant discussed the possibility of securing a witness to discuss the fire investigation at the site.

On December 22, 2025, a Further Telephonic Hearing Notice was served on the parties scheduling a further hearing on February 18, 2026. On December 23, 2025, ALJ Long issued an Interim Order on Further Hearing. ALJ Long informed the parties that a ruling on the admission of the parties' late-filed exhibits would be made at the February 18, 2026 hearing.

The further hearing notice and ALJ Long's further hearing order were both eServed on Complainant.

The further hearing convened as scheduled on February 18, 2026. Complainant did not appear for the hearing. Attorney Timothy McHugh appeared on behalf of FE PA and presented the testimony of two witnesses who testified previously at the initial hearing on November 21, 2025: Jonathan Schiestle, FirstEnergy Services Lineman, and Justin Logsdon, FirstEnergy Services Company Manager of Smart Meter Operations. Copies of Complainant's bills dated August 6, 2025, October 6, 2025, November 6, 2025, and December 8, 2025 were marked as Complainant's Exhibit 1 and admitted into evidence. FirstEnergy Exhibit 4, consisting of Tariff Provisions 7 and 8, was admitted into evidence along with FirstEnergy Exhibit 5, "Spec Sheet."

ALJ Long issued an Interim Order Closing the Record on February 26, 2026.

On March 5, 2026, a Judge Change Notice was issued reassigning this case to the undersigned for disposition.

The hearing record consists of the initial hearing Transcript, the further hearing Transcript, Complainant's Exhibit 1 and FirstEnergy Exhibits 1-5.

This matter is ripe for decision.

FINDINGS OF FACT

1. Complainant is Joshua Dahman who resides at 3 Ball Hill Road, Greenville, Pennsylvania. Tr. 11.

2. Mr. Dahman has been a residential electric customer of Respondent, FE PA at his 3 Ball Hill Road residence (the service address) since January 19, 2010. Tr. 11, 28.

3. On August 27, 2024, a fire occurred at the service address. Tr. 15 and 39.

4. Jonathan Schiestle is a distribution lineman employed by FirstEnergy Service Company. Tr. 37-38.

5. Mr. Schiestle was near the service address on August 27, 2024, when the fire occurred. Tr. 39.

6. Mr. Schiestle was near the service address to replace a pole at the intersection close to Mr. Dahman's home. Tr. 39.

7. While replacing the pole, Mr. Schiestle was notified of a fire at the service address, and he responded to Mr. Dahman's home. Tr. 39.

8. On August 27, 2024, Mr. Dahman was at work when he received a call that there was a fire at his residence and he went home and put the fire out himself. He did not identify the person who called him to tell him there was a fire. Tr. 19-20.

9. The fire department did not visit the service address until a few days after the fire. Tr. 20.

10. On August 27, 2024, Mr. Schiestle went to Mr. Dahman's home after being notified about the fire and disconnected electric service to the home. The transformer serving Mr. Dahman's home was actively working and providing electricity to Mr. Dahman's home at the time of the fire. Tr. 39.

11. Mr. Schiestle took five photographs at Mr. Dahman's home while he was there on August 27, 2024. The first photograph (page 1 of Exhibit 3) is the front of

Mr. Dahman's electric meter. The second photograph (page 2 of Exhibit 3) is the back side of Mr. Dahman's meter. The third photograph (page 3 of Exhibit 3) is Mr. Dahman's meter base. The fourth photograph (page 4 of Exhibit 3) is a view from the direction of the transformer pole serving Mr. Dahman's home looking toward the residence. The fifth and final photograph (page 5 of Exhibit 3) is another view of the side of Mr. Dahman's house. Tr. 39-40; FirstEnergy Exhibit 3.

12. On August 27, 2024, Mr. Dahman's home was under construction. The exterior wall of the home where the meter was located was partially sided. The lower middle portion of the exterior wall, above the meter, had siding affixed to it but the upper portion of the exterior wall and the lowest portion of the wall had not been sided. Tr. 39-42; FirstEnergy Exhibit 3, pp. 4-5.

13. When cutting electric service at Mr. Dahman's home, Mr. Schiestle observed that the attachment point for FE PA's triplex service to the residence, which is required to be supplied by the customer, had been removed and replaced by ropes below the window. Tr. 41, 68; FirstEnergy Exhibit 3, pp. 4-5.

14. FE PA did not remove the attachment point and did not install the ropes being used for this purpose. Tr. 42.

15. Mr. Schiestle observed that the pipe mast that typically runs from the customer connector point down to the meter socket was hanging by one clamp near the weather head. The meter socket was not affixed to the home. Mr. Schiestle described the pipe mast to the meter socket assembly as "free floating." Tr. 41-42, 124-125; FirstEnergy Exhibit 3, pp. 4-5.

16. There is no fire damage to FE PA's meter, there is no fire damage within the meter socket itself, and the back of the meter is not melted. The back of the

meter would have melted if the lug nuts had gotten hot enough. Tr. 44-45; FirstEnergy Exhibit 3, pp. 1-2.

17. The service conductors and meter base are the customer's responsibility. Tr. 45; FirstEnergy Exhibit 4.

18. The bottom hub, below the meter socket, got hot enough to melt the threads. Tr. 45; FirstEnergy Exhibit 3, p. 3.

19. The bottom hub of the meter base was not connected to the conduit going into the meter base after the fire. The threads of the PVC conduit were melted, and the bottom of the meter was blackened by fire. Tr. 40-41; First Energy Exhibit 3, p. 3.

20. When the fire occurred, the meter installed at Mr. Dahman's home was an OpenWay CENTRON meter. Tr. 115; FirstEnergy Exhibit 5.

21. The operating voltage for the meter was 240 volts. Tr. 116; FirstEnergy Exhibit 5.

22. The operating voltage range for the meter is plus or minus 20% of 240 volts. Tr. 116; FirstEnergy Exhibit 5.

23. Since operating voltage for the meter is 240 volts, the voltage range for the meter is between 192 volts and 288 volts (plus or minus 20% of 240 volts). Tr. 116; FirstEnergy Exhibit 5.

24. The voltage supplied to the service address prior to the fire was within the voltage range for the meter and did not exceed it. Tr. 117; FirstEnergy Exhibits 2 and 5.

25. The minimum voltage that was supplied to the meter was 219 volts and the maximum voltage supplied was 249 volts. Both the minimum and maximum voltage supplied to the meter were within the voltage range for the meter. Tr. 117; FirstEnergy Exhibit 2.

26. The transformer providing service to Mr. Dahman's home on the day of the fire has a primary and secondary source of protection. There are a primary side fuse and a secondary breaker on the transformer. Tr. 46.

27. The transformer supplying electricity to Mr. Dahman's home on the day of the fire was also supplying other homes at the time and Mr. Schiestle was not aware of any service issues experienced by those customers. Tr. 47.

28. Mr. Dahman did not contact FE PA to disconnect service before the siding construction project began on his home. The transformer was actively providing electric service to the meter at Mr. Dahman's home on the day of the fire. Tr. 31; FirstEnergy Exhibit 1.

29. On July 10, 2024, Mr. Dahman contacted FE PA via text to complain about his electric bill and that something must be wrong with FE PA's meter because "we haven't been home barely in 2 months." Tr. 29-35; FirstEnergy Exhibit 1.

30. On July 10, 2024, Mr. Dahman contacted FE PA and advised that half the lights in his house would not work, the meter was loose and he "jiggled" the

meter after troubleshooting and that the lights came back on. Tr. 29-35, 90-91; FirstEnergy Exhibit 1.

DISCUSSION

Mr. Dahman failed to prove FE PA's utility's meter "shorted out" causing his house to catch fire and damage his appliances on August 27, 2024. He also failed to prove that the voltage supplied to the meter at his home caused the fire or was unsafe.

Section 332(a) of the Public Utility Code provides that the party seeking relief from the Commission has the burden of proof. 66 Pa.C.S. § 332(a). To establish a sufficient case and satisfy the burden of proof, a 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 established by presenting 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). Mr. Dahman had the burden of proof in this proceeding, and he did not present evidence necessary to establish that FE PA failed to provide him safe utility service and facilities.

Pursuant to Section 1501 of the Code, all public utilities have a duty to maintain "adequate, efficient, safe, and reasonable service and facilities" and to make repairs, changes, and improvements that are necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. 66 Pa.C.S. § 1501 (Section 1501). Section 1501 provides, in pertinent part, as follows:

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 and facilities shall be in conformity with the regulations and orders of the commission.

66 Pa.C.S. § 1501.

Mr. Dahman's house was under construction on the date of the fire as evidenced by the photographs (FirstEnergy Exhibit 3) taken that day by Mr. Schiestle, and Mr. Schiestle's testimony regarding what he observed. Mr. Schiestle is a distribution lineman employed by FirstEnergy Services Company and he happened to be tasked with replacing the pole at the intersection near Mr. Dahman's home on August 27, 2024, when the fire was reported. The transformer serving Mr. Dahmer's home and other residences was on the pole being replaced.

After Mr. Schiestle was notified of the fire at Mr. Dahman's home, he went over to the home and observed that the exterior wall of the home, where the meter was located, was partially sided. The lower middle portion of the exterior wall, above the meter, had siding affixed to it but the upper portion of the exterior wall and the lowest portion of the wall had not been sided. Tr. 39-42; FirstEnergy Exhibit 3, pp. 4-5.

When cutting electric service at Mr. Dahman's home, Mr. Schiestle observed that the attachment point for FE PA's triplex service to the residence, which is required to be supplied by the customer, had been removed and replaced by ropes below the window. Tr. 41, 68; FirstEnergy Exhibit 3, pp. 4-5. Mr. Schiestle observed that the pipe mast that typically runs from the customer connector point down to the meter socket was hanging by one clamp near the weather head. The meter socket was not affixed to

the home. Mr. Schiestle described the pipe mast to the meter socket assembly as “free floating.” Tr. 41-42, 124-125; FirstEnergy Exhibit 3, pp. 4-5.

FE PA did not remove the attachment point for its service to Mr. Dahman’s home and replace it with ropes. FE PA also was not responsible for the “free floating” pipe to meter socket assembly at the home.

Electricity was actively supplied to Mr. Dahman’s meter on August 27, 2024. Mr. Schiestle had to cut the service off at the home. Mr. Dahman did not contact FE PA to disconnect service so the exterior wall of his home could be sided.

No evidence was presented by Mr. Dahman that FE PA was aware of the state of the customer-owned facilities at his home on August 27, 2024.

The evidence presented by FE PA at the hearing established that the customer-owned facilities were unsafe. The evidence also established that FE PA did not make Mr. Dahman’s customer-owned facilities unsafe or know they were unsafe.

Mr. Dahman claimed that FE PA was responsible for the fire at his home but did not establish that conclusion with evidence.

FE PA presented evidence that the voltage supplied to Mr. Dahman’s home was within the voltage range approved for the meter. There was no evidence presented that other homes served by the transformer experienced issues on August 27, 2024.

ALJ Long scheduled a further hearing, in part, to permit Mr. Dahman to submit additional evidence. He did not participate in the further hearing. Mr. Dahman failed to meet his burden of proving that FE PA violated the Public Utility Code,

Commission regulations or Commission orders, or the Company's Commission-approved tariff in the provision of electric service to his customer-owned facilities.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and subject matter in this Complaint. 66 Pa.C.S. § 701.

2. Section 332(a) of the Public Utility Code provides that the party seeking relief from the Commission has the burden of proof. 66 Pa.C.S. § 332(a).

3. Public utilities have a duty to maintain adequate, efficient, safe, and reasonable service and facilities and to make repairs, changes, and improvements that are necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. 66 Pa.C.S. § 1501.

4. Complainant failed to meet his burden of proving that FirstEnergy Pennsylvania Electric Company violated the Public Utility Code, Commission regulations or Commission orders, or the Company's Commission-approved tariff in the provision of electric service to his customer-owned facilities.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint of Joshua Dahman in Joshua Dahman v. FirstEnergy Pennsylvania Electric Company at Docket No. C-2024-3051287 is dismissed.
2. That the Commission's Secretary mark this docket as closed.

Date: May 15, 2026

/s/
Mark A. Hoyer
Deputy Chief Administrative Law Judge