

Legal Department
2301 Market Street / S23-1
P.O. Box 8699
Philadelphia, PA 19101-8699

Direct Dial: 215-841-6841

May 10, 2018

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, Second Floor
Harrisburg, PA 17120

RE: Tasha Underwood v. PECO Energy Company
PUC Docket No.: C-2018-3001478

Dear Ms. Chiavetta:

Enclosed for filing with the Commission is *Preliminary Objection of Respondent, PECO Energy Company* with regard to the matter referenced above.

I have enclosed a Certificate of Service showing that a copy of the above document was served on the interested parties. Thank you for your time and attention on this matter.

Very truly yours,



Shawane Lee
Counsel for PECO Energy Company

SL/ab

cc: Certificate of Service

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

TASHA UNDERWOOD	:	
Complainant	:	
v.	:	DOCKET NO. C-2018-3001478
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

NOTICE TO PLEAD

Pursuant to 52 Pa. Code §§ 5.101 and 5.62(c), you are hereby notified that, if you do not file a written response denying or correcting the enclosed Preliminary Objection within 10 days from service of this notice, a ruling may be entered against you. Your response must be filed with the Secretary of the Pennsylvania Public Utility Commission, with a copy served to counsel for PECO Energy Company, Shawane L. Lee, and where applicable, the Administrative Law Judge presiding over the issue.

File with:
Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, Second Floor
Harrisburg, PA 17120

With a copy to:
Shawane L. Lee
PECO Energy Company
2301 Market Street, S-23
Philadelphia, PA 19103

Dated at Philadelphia, PA, May 10, 2018



Shawane L. Lee
PECO Energy Company
2301 Market Street, S-23
Philadelphia, PA 19103
(215) 841-6841
Shawane.Lee@exeloncorp.com

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

TASHA UNDERWOOD	:	
Complainant	:	
v.	:	DOCKET NO. C-2018-3001478
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

**PRELIMINARY OBJECTION OF RESPONDENT,
PECO ENERGY COMPANY**

Respondent, PECO Energy Company (“PECO Energy”), pursuant to 52 Pa. Code § 5.101(a)(4) respectfully petitions this Honorable Commission to dismiss the instant Complaint as legally insufficient.

1. On April 27, 2018, PECO Energy was served with a formal complaint filed by Tasha Underwood (hereafter “Complainant”).

2. In the Complainant’s formal complaint, she ticks the box “the utility is threatening to shut off my service” and states the reason for the complaint as:

After sending in a payment, that of a promissory note, see attachment. It was not excepted and not returned giving an explanation as to why it was declined.

See the Complainant’s formal complaint, attached hereto as Exhibit “1”.

3. The Complainant additionally checks the payment agreement box and states:

Would like to pay with a promissory note just as the Federal Reserve note is also nothing but a promise to pay Note!”

4. In the “relief” section of the Complainant’s formal complaint, she states:

If there is going to be a meter to monitor gas/electric, telephone, then the acceptable payment should be that of a promissory note with intent to pay when money becomes available. According to Black’s Law 4th Edition Dictionary pg 490 debt a sum of money due by certain and express agreement as by bond for a determinate sum a bill on note a

special bargain on rent reserved on a lease where the fixed and specific and does not depend upon any subsequent valuation to settle it. A debt is a promise to pay.

See the Complainant's formal complaint, attached hereto as Exhibit "1".

5. In her formal complaint, the Complainant disputes the fact that PECO Energy will not accept her Promissory Note as a form of payment.

6. PECO Energy filed the instant Preliminary Objection.

7. Commission procedure regarding the disposition of preliminary objections is similar to that utilized in Pennsylvania civil procedure.¹

8. In deciding preliminary objections, the Public Utility Commission must determine, based on the factual pleadings of the petitioner, if relief or recovery is possible.²

9. A complaint must be able to recover under the law to survive a preliminary objection.³

10. All of the non-moving party's averments must be taken as true for the sake of deciding the preliminary objection.⁴

11. The court does not, however, need to accept, "unwarranted inferences from facts, argumentative allegations, or expressions of opinions."⁵

12. Section 703 of the Public Utility Code, 66 Pa.C.S.A. § 703(b) provides that the Commission may dismiss any complaint without a hearing if, in its opinion, a hearing is not necessary in the public interest.

¹ Equitable Small Transportation Interveners v. Equitable Gas Co., 1994 Pa.PUC LEXIS 69, Docket No. C-00935435 (July 18, 1994)

² 2006 Pa. PUC Lexis 111, *7.

³ Milliner v. Enck, 709 A.2d 417, 418 (Pa. Super. Ct. 1998) ("preliminary objection should be sustained only where it appears with certainty that, upon the facts averred, the law will not allow the plaintiff to recover").

⁴ Id. at 7-8.

⁵ Feingold v. McNulty, 2009 Phila. Ct. Com. Pl LEXIS 167, *3.

13. A hearing is required only when there is a disputed question of fact, and is not required to resolve questions of law. Dee-Dee Cab, Inc. v. Pa. Pub. Util. Comm'n, 817 A.2nd 593 (Pa. Commw. Ct. 2003), petition for allowance of appeal denied, 836 A.2d 123 (Pa. 2003).

14. Here, there are no genuine issues of fact and PECO Energy is entitled to judgment as a matter of law. Therefore, the complaint is legally insufficient and should be dismissed.

15. The Complainant disputes the fact that PECO Energy will not accept her Promissory Note as a form of payment and requests that the Pennsylvania Public Utility Commission ("PUC") compel the company to do so.

16. This issue was decided in the case James Coppedge vs. PECO Energy, F-2014-2406180 (Initial Decision, Order entered Jul. 29, 2014). See James Coppedge Initial Decision, attached hereto as Exhibit "2".

17. In James Coppedge, the Complainant alleged that PECO failed to properly credit his account for payments made "by other private negotiable debt instruments such as 1040V payment voucher, money order, UCC1 partial release, 1099's and EFT checks." See James Coppedge, *supra*, p. 1.

18. PECO averred that the company only accepts cash, certified checks, money orders and valid bank checks or payment by credit cards. See James Coppedge, *supra*, p. 1.

19. Administrative Law Judge Mary D. Long determined that the Complainant must show that PECO violated the Public Utility Code or Commission Regulations and that "he must establish that PECO's policy of only accepting certain enumerated methods of payment is unreasonable within the meaning of the Public Utility Code and its regulations." *Id.* at p. 4.

20. ALJ Long determined that "the Commission has held that the Commission does not have jurisdiction to interpret the Uniform Commercial Code to determine the negotiability of

instruments.” Alkhatib v. PECO Energy Company, PUC Docket No. C-2011-2242125 (Opinion and Order entered January 12, 2013); Coppedge v. PECO Energy Company, PUC Docket No. F-2009-2135893 (Opinion and Order entered August 3, 2010).

21. ALJ Long reasoned in her Initial Decision that “there is no language in either the regulations or PECO’s tariff which mandates it to accept all forms of payment.” Id. 6.

22. Therefore, “the Complainant did not demonstrate that PECO’s policy of only accepting cash, certified checks, money order, validated checks or payment by credit card and no other allegedly negotiable instruments was unreasonable or in violation of the Public Utility Code or any regulation of the Commission.” Id.

23. Mr. Coppedge filed exceptions to ALJ Long’s Initial Decision; however, the Commission upheld adopted ALJ Long’s Initial Decision in an Order and Opinion stating:

As the ALJ correctly found, neither Section 1501 of the Code nor our Regulations requires that in order to provide reasonable and reliable service PECO must accept as payment on account any and all legitimate or self-proclaimed forms of payment.

24. James Coppedge v. PECO Energy, F-2014-2406180 (Opinion and Order entered, Jul. 29, 2014). See James Coppedge, Opinion and Order, attached hereto as Exhibit “3”.

25. In the case Gregory Kennedy v. PECO Energy, C-2015-2471718 (Opinion and Order entered October 22, 2015), Mr. Kennedy disputed the fact that PECO would not accept a promissory note as payment. The Commission concurred with the Administrative Law Judge’s dismissal of the formal complaint on PECO’s Preliminary Objection and stated “finding no issue of material fact, the ALJ granted the Respondent’s POs. Because the Commission lacked subject matter jurisdiction to determine the negotiability of Mr. Kennedy’s alleged tender of payment, the ALJ concluded that a hearing would be unnecessary and not in the public interest.”

26. The facts in James Coppedge and Gregory Kennedy can be applied to the case at bar. While the Complainant believes that PECO has an obligation to accept her promissory note, this is not the case. The PUC has already held that there is nothing in the Public Utility Code, PECO's tariff or the PUC's Regulations that require PECO to accept as payment "any and all legitimate or self-proclaimed forms of payment."

27. In this case, there is no regulation or section of the Public Utility Code that requires PECO to accept the Complainant's promissory note as a form of payment.

28. Assuming that everything the Complainant alleges in her Complaint is true, with regard to PECO's policy of only accepting cash, credit cards or personal checks, this does not allege a violation of the Public Utility Code, regulation, law or PECO's tariff. Id.

29. Like the formal complaint matter in James Coppedge, wherein a customer objected to PECO's policy of accepting only cash, personal checks or credit cards, this case should be dismissed.

30. The Complainant's complaint, objecting to PECO Energy's policy of refusing payments other than cash, check or credit cards does not allege a violation of any order, law or tariff that can be the basis of any finding against PECO Energy.

31. Accordingly, the Complainant's formal complaint should be dismissed as a matter of law.

REQUEST FOR RELIEF

WHEREFORE, for all of the reasons stated herein, PECO respectfully requests that your Honorable Commission dismiss the instant complaint with prejudice.

Respectfully submitted,



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street, S23-1
Philadelphia, PA 19103
(215) 841-6841
Fax: 215.568.3389
Shawane.Lee@exeloncorp.com

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

TASHA UNDERWOOD	:	
Complainant	:	
v.	:	DOCKET NO. C-2018-3001478
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

VERIFICATION

I, Shawane L. Lee, hereby declare that I am counsel for PECO Energy Company; that as such I am authorized to make this verification on its behalf; that the facts set forth in the foregoing Pleading are true to the best of my knowledge, information and belief, and that I make this verification subject to the penalties of 18 Pa. C.S. § 4904 pertaining to false statements to authorities.



Date: May 10, 2018

Shawane L. Lee

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

TASHA UNDERWOOD	:	
Complainant	:	
v.	:	DOCKET NO. C-2018-3001478
	:	
PECO ENERGY COMPANY	:	
Respondent	:	

CERTIFICATE OF SERVICE

I, Shawane L. Lee, hereby certify that I have this day served a copy of PECO Energy Company's Answer in the above matter upon all interested parties by mailing a copy, properly addressed and postage prepaid to:

Tasha Underwood
c/o 4946 West Stiles Street
Philadelphia, PA 19131

May 10, 2018



Shawane L. Lee
Counsel for PECO Energy Company
2301 Market Street, S23-1
Philadelphia, PA 19103
(215) 841-6841
Fax: 215.568.3389
Shawane.Lee@exeloncorp.com

EXHIBIT “1”

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Formal Complaint

Filing this form begins a legal proceeding and you will be a party to the case. If you do not wish to be a party to the case, consider filing an informal complaint.

To complete this form, please type or print legibly in ink.

1. Customer (Complainant) Information

Provide your name, mailing address, county, telephone number(s), e-mail address and utility account number. It is your responsibility to update the Commission with any changes to your address and to where you want documents mailed to you.

Name c/o Asha Underwood, acting as TASHA UNDERWOOD

Street/P.O. Box c/o 4946 W. Shiles ST Apt #

City Philadelphia State Pennsylvania Zip Exempt

County Philadelphia

Telephone Number(s) Where We Can Contact You During the Day:

() 215 476 0500 LAND LINE () (mobile)

RECEIVED 2010 APR 20 AM 11:00 PA PUC SECRETARY'S BUREAU

E-mail Address (optional):

Utility Account Number (from the bill) 65793971025

If your complaint involves utility service provided to a different address or in a different name than your mailing address, please list this information below.

Name

Street/P.O. Box

City State Zip

2. Name of Utility or Company (Respondent)

Provide the full name of the utility or company about which you are complaining. The name of your utility or company is on your bill.

Peco Electric Company Philadelphia Gas Works Verizon Telephone Co.

3. Type of Utility Service

Check the box listing the type of utility service that is the subject of your complaint (check only one):

- ELECTRIC WASTEWATER/SEWER
 GAS TELEPHONE/TELECOMMUNICATIONS (local, long distance)
 WATER MOTOR CARRIER (e.g. taxi, moving company, limousine)
 STEAM HEAT

4. Reason for Complaint

What kind of problem are you having with the utility or company? Check all boxes below that apply and state the reason for your complaint. Explain specifically what you believe the utility or company has done wrong. Provide relevant details including dates, times and places and any other information that may be important. If the complaint is about billing, tell us the amount you believe is not correct. Use additional paper if you need more space. Your complaint may be dismissed without a hearing if you do not provide specific information.

- The utility is threatening to shut off my service or ~~has already shut off my service.~~
After sending in a payment, that of a promissory Note see attachment. It was not accepted and Not returned giving an explanation as to why it was declined
- I would like a payment agreement.
Would like to pay with promissory Note just as the Federa! Reserve Note, is also nothing but a promise to pay Note!
- Incorrect charges are on my bill. Provide dates that are important and an explanation about any amounts or charges that you believe are not correct. Attach a copy of the bill(s) in question if you have it/them.
- I am having a reliability, safety or quality problem with my utility service. Explain the problem, including dates, times or places and any other relevant details that may be important.
- Other (explain).

Note: If your complaint is only about removing or modifying a municipal lien filed by the City of Philadelphia, the Public Utility Commission (PUC) cannot address it. Only local courts in Philadelphia County can address this type of complaint. The PUC can address a complaint about service or incorrect billing even if that amount is subject to a lien.

In addition, the PUC generally does not handle complaints about cell phone or Internet service, but may be able to resolve a dispute regarding voice communications over the Internet (including the inability to make voice 911/E911 emergency calls) or concerns about high-speed access to Internet service.

5. Requested Relief

How do you want your complaint to be resolved? Explain what you want the PUC to order the utility or company to do. Use additional paper if you need more space.

If there's going to be a meter to monitor Gas/Electric Telephone, then the acceptable payment should be that of a promissory Note with intent to pay when the money becomes available.

According to Black's Law 4th Edition Dictionary pg 490 Debt A sum of money due by certain and express agreement as by bond for a determinate sum a bill or note a special bargain or a rent reserved on a lease where the fixed ~~amount~~ ^{and} specific and does not depend upon any subsequent valuation to settle it. A Debt is A promise to pay

Note: The PUC can decide that a customer was not billed correctly and can order billing refunds. The PUC can also fine a utility or company for not following rules and can order a utility or company to correct a problem with your service. Under state law, the PUC cannot decide whether a utility or company should pay customers for loss or damages. Damage claims may be sought in an appropriate civil court.

6. Protection From Abuse (PFA)

Has a court granted a "Protection From Abuse" order that is currently in effect for your personal safety or welfare? The PUC needs this information to properly process your complaint so that your identity is not made public.

Note: You must answer this question if your complaint is against a natural gas distribution utility, an electric distribution utility or a water distribution utility AND your complaint is about a problem involving billing, a request to receive service, a security deposit request, termination of service or a request for a payment agreement.

Has a court granted a "Protection From Abuse" order for your personal safety or welfare?

YES

NO

If your answer to the above question is "yes," attach a copy of the current Protection From Abuse order to this Formal Complaint form.

7. Prior Utility Contact

a. Is this an appeal from a decision of the PUC's Bureau of Consumer Services (BCS)?

YES

~~NO~~

Note: If you answered yes, move to Section 8. No further contact with the utility or company is required. If you answered no, answer the question in Section 7 b. and answer the question in Section 7 c. if relevant.

b. If this is not an appeal from a BCS decision, have you spoken to a utility or company representative about this complaint?

YES

NO

Note: You must contact the utility first if (1) you are a residential customer, (2) your complaint is against a natural gas distribution utility, an electric distribution utility or a water utility AND (3) your complaint is about a billing problem, a service problem, a termination of service problem, or a request for a payment agreement.

This is my Declaration

9. Verification and Signature

You must sign your complaint. Individuals filing a Formal Complaint **must** print or type their name on the line provided in the verification paragraph below and **must** sign and date this form in **ink**. If you do not sign the Formal Complaint, the PUC **will not accept it**.

Verification:

Nia Maat Bahica Beyachig TASHA UNDERWOOD, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information ~~and belief~~) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Please be advised that I DO NOT SWEAR OR AFFIRM

Tasha Underwood 16th March 2018
~~(Signature)~~ (Date)

I Tasha Declare

Title of authorized employee or officer (only applicable to corporations, associations, partnerships, limited liability companies or political subdivisions)

Note: If the Complainant is a corporation, association, partnership, limited liability company or political subdivision, the verification **must** be signed by an authorized officer or authorized employee. If the Formal Complaint is **not signed** by one of these individuals, the PUC **will not accept it**.

10. Two Ways to File Your Formal Complaint

Electronically. You must create an account on the PUC's eFiling system, which may be accessed at <http://www.puc.pa.gov/efiling/default.aspx>.

Note: If you are appealing your Bureau of Consumer Services (BCS) decision, you must file your formal complaint by mail.

Mail. Mail the completed form with your original signature and any attachments, by certified mail, first class mail, or overnight delivery to this address:

Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, Pennsylvania 17120

Note: Formal Complaints sent by fax or e-mail will **not** be accepted.

If you have any questions about filling out this form, please contact the Secretary's Bureau at 717-772-7777.

Keep a copy of your Formal Complaint for your records.

To Tasha
to 4946 W. Stiles Street
Philadelphia County

RECEIVED

2018 APR 20 AM 10:59

PA PUC
SECRETARY'S BUREAU

Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, Pennsylvania [17120]

1712080211 0000 

EXHIBIT “2”



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

IN REPLY PLEASE
REFER TO OUR FILE

August 8, 2014

F-2014-2406180

James Coppedge
v.
PECO Energy Company

TO ALL PARTIES:

Enclosed is a copy of the Initial Decision of the Office of Administrative Law Judge.

If you do not agree with any part of this decision, you may send written comments (called Exceptions) to the Commission. Your signed Exceptions to the decision, if any, must be: 1) **filed** with the Secretary of the Commission, and 2) mailed or hand-delivered to each party of record, **within twenty (20) days** of the date of this letter.

To file Exceptions with the Secretary of the Commission, you must mail or hand-deliver them as follows:

If using U.S. Postal Service:

Secretary
Pa. Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

If using Overnight or Hand Delivery Service:

Secretary
Pa. Public Utility Commission
400 North Street
Commonwealth Keystone Building, 2nd Floor
Harrisburg, PA 17120

Or, instead of mailing or hand-delivering your Exceptions, you may electronically file them with the Secretary of the Commission. To do so, you need to establish an account on the Commission's eFiling system, which may be accessed at <http://www.puc.state.pa.us/efiling/default.aspx>. Please note that Exceptions sent to the Commission by fax or e-mail will not be accepted for filing.

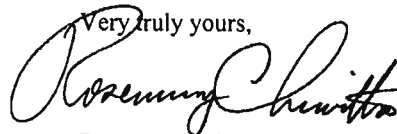
In addition to filing your Exceptions with the Secretary of the Commission, a courtesy copy of your Exceptions should be e-mailed to the Commission's Office of Special Assistants (OSA) at ra-OSA@pa.gov. If the document is too large to e-mail, please mail or hand-deliver a copy on CD-ROM or DVD (or other data storage media), in Microsoft Word 2010 format or other compatible format to either address noted above.

Replies to Exceptions, if any, must be filed with the Secretary of the Commission and served on each party of record and the Commission's OSA, in the manner described above. **They are due within ten (10) days of the date when Exceptions are due.**

It is your responsibility to serve all the parties with your Exceptions and Replies to Exceptions. Failure to do so may render your filing unacceptable. A certificate of service (see format in 52 Pa. Code §1.58) shall be attached to the filed Exceptions or Replies to Exceptions.

Exceptions and Replies to Exceptions shall follow 52 Pa. Code §§5.533 and 5.535 particularly the 40-page limit for Exceptions and the 25-page limit for Replies to Exceptions. Exceptions should clearly be labeled as "EXCEPTIONS OF (name of party) - (protestant, complainant, staff, etc.)". Any reference to specific sections of the Administrative Law Judge's Initial Decision shall include the page number(s) of the cited section of the decision.

If no Exceptions are received, the decision of the Administrative Law Judge may become final without further Commission action. You will receive written notification if this occurs.

Very truly yours,

Rosemary Chiavetta
Secretary

JF
Enclosures
Certified Mail
Receipt Requested

PECO
Exhibit # 

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

James Coppedge

v.

PECO Energy Company

:
:
:
:
:

F-2014-2406180

INITIAL DECISION

Before
Mary D. Long
Administrative Law Judge

A customer of a residential electric distribution company failed to prove that the specific forms of payment accepted by the utility for payment of services rendered and the refusal of the utility to accept the alleged negotiable instrument tendered by the customer was a violation of the Public Utility Code or the Commission's regulations. The complaint is therefore dismissed.

HISTORY OF THE PROCEEDINGS

On February 8, 2014, James Coppedge (Complainant) filed a formal complaint against PECO Energy Company (PECO), which alleged that PECO had failed to properly credit his account for payments made "by other private negotiable debt instruments such as 1040V payment voucher, money order, UCC1 partial release, 1099's and EFT checks in like kind." The Complainant also averred that he had accepted a payment arrangement from PECO under duress. PECO filed an answer on March 6, 2014, which averred the company only accepts cash, certified checks, money orders and valid bank checks or payments by certain enumerated credit cards in payment of utility accounts. PECO also answered that the Complainant was not entitled to a further payment arrangement.

By hearing notice dated March 7, 2014, this matter was assigned to me and scheduled for a telephonic hearing on April 30, 2014. The hearing was held as scheduled. The Complainant appeared representing himself and testified on his own behalf. He presented one exhibit which was admitted into the record without objection. Shawnee L. Lee, Esquire appeared on behalf of PECO. Ms. Rene Tarpley testified on behalf of PECO and four exhibits were admitted into the record. The hearing generated a transcript of 58 pages. The record was closed by order dated May 15, 2014.¹

FINDINGS OF FACT

1. James Coppedge owns a property at 3739 North 18th Street, Philadelphia, PA. He resides there from time to time and receives residential electricity service from PECO at that address. (N.T. 9-10, 39)

2. The Complainant wants to pay his PECO bills as follows:

a. He uses the “original coupon” from PECO, which refers to the top portion of his PECO bill to “set the value”;

b. He then creates a “money order” which includes his “Federal Reserve account number . . . a routing number and account number . . .” He signs the money order. He also completes a “1040 –Z payable to the US Treasury”; and

c. He instructs the U.S. Treasury to pay PECO by writing instructions on the “coupon” portion of the PECO bill and mails the documents.

(N.T. 14-15, 24, 28; see also PECO Ex. 3 at page 3, 6)

¹ The Complainant filed a document on June 14, 2014, entitled “Notice of Default and Dishonor.” As this filing was made after the record was closed and without leave, it has not been considered in the disposition of this matter.

3. He believes that the IRS will then telefax the amount to PECO to discharge the debt. Although he does not get a specific confirmation from the IRS that the debt has been discharged, he believes that the IRS would return the money order to him if there was anything wrong with the documentation. (N.T. 15)

4. The Complaint refers to this process as “EFT” or “Electronic Funds Transfer.” (N.T. 24)

5. The Complainant does occasionally pay his bill with a debit card which is connected to his personal account at a bank such as Citizens Bank. (N.T. 17)

6. He does not dispute that the bills paid with his debit card or bank checks or certified checks have been credited to his PECO account. (N.T. 28)

7. PECO accepts cash, certified checks, money orders, validated checks or payment by credit card. (N.T. 40)

8. PECO does not accept the “EFT” type of transaction described by the Complainant as payment for service. (N.T. 42, 51)

9. As of the date of the hearing the balance on the Complainant’s PECO account was \$3,450. (N.T. 39)

DISCUSSION

Section 701 of the Public Utility Code (Code), provides that any person may complain, in writing, about any act or thing done or omitted to be done by a public utility in violation, or claimed violation, of any law which the Commission has the jurisdiction to

administer, or of any regulation or order of the Commission.² A person seeking affirmative relief from the Commission has the burden of proof.³

In this matter, the Complainant is the party seeking affirmative relief from the Commission; therefore, he has the burden of proof. This means that he has the duty to establish relevant facts which support his claim by a preponderance of the evidence, and must show that the Company has violated the Public Utility Code or Commission regulations.⁴ Here, he must establish that PECO's policy of only accepting certain enumerated methods of payment is unreasonable within the meaning of the Public Utility Code and its regulations. As explained more fully below, the Complainant failed to sustain this burden and his complaint will be dismissed.

PECO, like all Commission-regulated public utilities, is mandated to provide reasonable customer service:

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.⁵

The Commonwealth Court has cautioned that the Commission may not sustain a complaint pursuant to Section 1501 unless it finds that a utility has violated a duty to render reasonable and

² 66 Pa.C.S. § 701.

³ 66 Pa.C.S. § 332(a).

⁴ *Se-Ling Hosiery, Inc. v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950); *Feinstein v. Philadelphia Suburban Water Company*, 50 Pa. PUC 300 (1976).

⁵ 66 Pa.C.S. § 1501.

reliable service.⁶ The Commission has stated that a utility is not mandated to furnish perfect service:

[Section 1501] does not mandate perfect service nor must a public utility provide the best possible service. Most certainly, a public utility is not a guarantor of either perfect service or the best possible service.⁷

Thus the test to determine the adequacy of a utility's service and facilities is that of reasonableness.⁸ This is also the test to determine the adequacy of a utility's response to customer service complaints, as well as repairs made to its facilities.⁹

The Commission's regulations do not specifically address the forms of payment which a utility is required to accept from a customer as payment for services rendered. However, the regulations relating to termination note that a customer may avoid termination if "payment in full is tendered in *any reasonable manner*..." The regulation also notes that payment "in any reasonable manner includes payment by personal check . . ."¹⁰ PECO's tariff also does not appear to directly define its view of payment in "any reasonable manner" except to note that customers who are deemed to not be "creditworthy" are required to make payment "by means of a certified, cashier's, teller's or bank check, or by wire transfer, or in cash or other immediately available funds."¹¹

The Complainant contends that PECO should accept the "EFT" form of debt discharge as payment for electricity service. He claims that this mode of payment is an

⁶ *West Penn Power Co. v. Pa. Pub. Util. Comm'n*, 478 A.2d 947, 949 (Pa.Cmwlt. 1984).

⁷ *Re Metropolitan Edison Company*, 80 Pa. PUC 663, 672 (1993).

⁸ *Scherich v. Verizon Pennsylvania Inc.*, PUC Docket Nos. C-2008-2061244, C-2008-2068818 (Final Order January 28, 2010).

⁹ *Id.*

¹⁰ 52 Pa.Code § 56.94 (emphasis added).

¹¹ PECO Tariff Rule 17.3.

acceptable “negotiable instrument” as defined by the Uniform Commercial Code. In his view, PECO is unlawfully demanding a specific form of payment.

The Commission has held that the Commission does not have jurisdiction to interpret the Uniform Commercial Code to determine the negotiability of instruments.¹² However, even if the “EFT” was a properly negotiable debt instrument¹³ as claimed by the Complainant, there is no language in either the regulations or PECO’s tariff which mandates it to accept *all* forms of payment. PECO’s witness testified that it is PECO’s policy to accept cash, certified checks, money orders, validated checks or payment by credit card. She was unfamiliar with the Treasury account mechanism which the Complainant wants to utilize to pay his PECO bills. She testified that it is not PECO’s policy to accept such documents as payment.

The Complainant did not demonstrate that PECO’s policy of only accepting cash, certified checks, money orders, validated checks or payment by credit card and no other allegedly negotiable instruments was unreasonable or in violation of the Public Utility Code or any regulation of the Commission. He did not offer specific evidence which proved that he had successfully paid other debts in this manner or that his proposed method of payment is customary in any other commercial context or any other indicia that PECO’s policy is not reasonable. Therefore, he failed to prove that PECO’s policy was unreasonable and his complaint will be dismissed.

The Complainant also alleged that he had accepted a payment arrangement from PECO “under duress.” He offered no evidence on this point at the hearing. Therefore, this claim is dismissed as well.

¹² *Alkhatib v. PECO Energy Company*, PUC Docket No. C-2011-2242125 (Opinion and Order entered January 12, 2012); *Coppedge v. PECO Energy Company*, PUC Docket No. F-2009-2135893 (Opinion and Order entered August 3, 2010).

¹³ Several courts in other jurisdictions have found “bills of exchange purporting to be drawn against a trust account at the U.S. Treasury to be ‘nothing more than a string of words that sound as though they belong in a legal document, but which, in reality, are incomprehensible, signifying nothing.’” *In re: Denise Fachini*, 2012 Bankr. LEXIS 448 at 5 (Bankr. M.D. Ga. 2012) (and the cases cited therein).

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over this dispute.
2. The Commission does not have jurisdiction to determine the negotiability of instruments.
3. The Complainant failed to prove that PECO's policy of only accepting certain types of payment for electricity service was unreasonable or in violation of the Public Utility Code or the Commission's regulations.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the complaint of James Coppedge at PUC Docket No. F-2014-2406180 is dismissed.
2. That the Secretary shall mark this docket closed.

Date: July 29, 2014

/s/
Mary D. Long
Administrative Law Judge

EXHIBIT “3”

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17105-3265**

Public Meeting held January 29, 2015

Commissioners Present:

Robert F. Powelson, Chairman
John F. Coleman, Jr., Vice Chairman
James H. Cawley
Pamela A. Witmer
Gladys M. Brown

James Coppedge

v.

F-2014-2406180

PECO Energy Company

OPINION AND ORDER

BY THE COMMISSION:

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions (Exceptions) of James Coppedge (Complainant or Mr. Coppedge), filed on August 16, 2014, to the Initial Decision (I.D.) of Administrative Law Judge (ALJ) Mary D. Long, issued August 8, 2014, in the above-captioned proceeding. PECO Energy Company (PECO or the Company) did not file Replies to Exceptions. For the reasons stated below, we will deny the Complainant's Exceptions and adopt the ALJ's Initial Decision.

History of the Proceeding

On February 8, 2014, Mr. Coppedge filed a Formal Complaint (Complaint) with the Commission against PECO. Mr. Coppedge's Complaint was an appeal from a decision of the Commission's Bureau of Consumer Services (BCS) in case number 3170086. In his Complaint, Mr. Coppedge alleged that (1) PECO was threatening to or had already shut off his service; (2) he would like a payment agreement; and (3) there were incorrect charges on his bill. Specifically with respect to his first averment, that PECO was threatening to discontinue his service, Mr. Coppedge alleged as follows:

NOTICE: Mr. Clark Bernard, Investigator failed to examine other other (sic) negotiable debt instruments submitted for DEBT settlement; such as Money Orders, 1040V, or 1099A, 1099C, or BILL OF EXCHANGE which settled the accounting in full.

Complaint at ¶ 4.

With respect to his second averment regarding a payment agreement, Mr. Coppedge alleged as follows:

Due to a bias investigation, I agreed under duress to a payment agreement, until this matter is resolved.

Complaint at ¶ 4.

With respect to his final averment that there were incorrect charges on his bill, Mr. Coppedge averred that the charges were incorrect "because the debt was not discharged and properly credited to his account. The Electronic Funds Check (EFT) did have the CORPORATE ISSUE SIGNATURE on the Check in the upper left hand corner. The law does not always require a signature in the lower right hand corner." Complaint

at ¶ 4. Mr. Coppedge further presented legal argument that a closed bank account “**remains Open’ on the Private Side** ‘for adjustment and set-offs which distinguishes it from an account stated[.]’” and that, having refused to settle all accounts “by POA and UCC1Security Agreement,” PECO unlawfully demanded a “particular kind of currency.” Complaint at ¶ 4 (emphasis in original).

Referring to the remainder of Paragraph 4 as his Memorandum of Law, Mr. Coppedge essentially contended that there are other acceptable debt instruments authorized by the Secretary of the Treasury, and that his attempts with PECO to pay his bills conformed with “Case Law, Legislative History, State and Federal Statutes/Codes, Federal Reserve Bank Publications, supreme Court decisions, the Uniform Commercial Code [UCC], U.S. constitution, State constitutions, and general recognized maxims of Law as cited herein and throughout[.]” Complaint at ¶ 4. Also attached to the Complaint were documents that, as described by Mr. Coppedge, purported to be the following: “ACCOUNT# 1675047025; 3739 N. 18 STREET – 19140; EFT CHECK COPY # 329; BILL/STATEMENT with COUPON (COPY) NON-NEGOTIABLE; 1099A, 1099C, 1096; THIRD COMPLAINT, AFFIDAVIT OF STATUS; UCC 3 Claim and Lien on Account Numbers; BILL OF EXCHANGE: AFFIDAVIT; and PETITION TO AFFIRM E.F.T. CASE.”

As relief, Mr. Coppedge requested that PECO be ordered to “instruct all Agents to accept for value all settlements under Public Policy and accept the lawful exemptions and properly credit the accountings.” Complaint at ¶ 5. Contending he did not seek a refund but only that his account be credited, Mr. Coppedge proposed the following: “Solution and Way Out: Since my case mab (sic) be rare, private, and confidential to avoid PUBLIC confusion, I suggest PECO’s Agent appoints (sic) a special person or Mail Box to receive my mail, and let me know.” Complaint at ¶ 5.

On March 6, 2014, PECO filed an Answer, alleging that the Complainant requested that PECO accept his tax forms, UCC documents, and other forms of payment to satisfy his bill. If PECO refused to do so, the Company contended, the Complainant argued that his debt should be considered discharged. PECO further contended that on January 23, 2014, the BCS had issued a decision concluding that the check Mr. Coppedge sent to PECO was returned and could not be cashed because it was not written on a legitimate and funded open banking account. PECO also averred that the BCS had issued a Level 1 payment agreement on the Complainant's \$2,503.53 account balance to begin February 2014, that the agreement was active, and that the Complainant continued to send documents intending to constitute payment to PECO "based on a theory that the government placed the country in bankruptcy and thereby invalidated all debts." PECO Answer at 2-3.

PECO averred that it properly refused payments in the forms of a 1099A, 1099C, or Bill of Exchange as payment on the Complainant's account, and that PECO accepts as payment Visa, MasterCard, Discover, Star, Pulse, NYCE, Accel, cash, money orders, or personal checks. PECO further alleged that the Complainant was not entitled to another payment agreement pursuant to 66 Pa. C.S. § 1405(d) because the BCS-issued agreement was active and he had not demonstrated a significant change in income. PECO Answer at 3. Attached to PECO's Answer were: (1) a PECO Account Activity Statement for Mr. Coppedge's account; (2) a copy of an Exelon "BCS Case Details Report," dated March 4, 2014, describing the Complainant's problem; and (3) a copy of an Exelon "BCS Decision Report," also dated March 4, 2014, indicating the BCS' resolution of the Complainant's request for a payment agreement.

Following notice, on April 30, 2014, ALJ Long conducted a telephonic hearing. Mr. Coppedge appeared *pro se* and testified on his own behalf. Mr. Coppedge also offered what was identified as Complainant Exhibit 1, described by the ALJ and accepted into the record as being in the nature of a brief, and titled by Mr. Coppedge as

follows: **“AUTHORITY: AFFIDAVIT: MEMORANDUM OF LAW IN SUPPORT OF COMMERCIAL DEBT DISCHARGE/SETTLEMENT BY E.F.T., MONEY ORDER, 1040V, BILL OF EXCHANGE, 1099’S THROUGH ACCEPTANCE AND RETURN FOR VALUE (A4V), PURSUANT TO UCC 3-301, 1-201(24), HJR-192 OF 1933, P.L. 73-10, P.L. 48 § 112-113, UCC 1-104, 10-104, IN CONSIDERATION OF U.S. CONSTITUTION ARTICLE 1, § 10. NOTICE OF DEFAULT AND DISHONOR AND TORTIOUS INTERFERENCE.”** (Emphasis in original.) Tr. at 20.

PECO, represented by counsel, presented the testimony of one witness, and submitted four exhibits into evidence. No other evidence was received and the hearing concluded, generating a transcript of fifty-eight pages. By Order dated May 15, 2014, the ALJ closed the record.¹ On August 8, 2014, the Commission issued the ALJ’s Initial Decision, which dismissed the Complaint. As Exceptions, the Commission’s Secretary’s Bureau on August 16, 2014, received from Mr. Coppedge a document captioned **“Notice of Exemptions and Proof of Claim.”** PECO filed no Replies to Exceptions.

Discussion

As the proponent of a rule or order, the Complainant in this proceeding bears the burden of proof pursuant to Section 332(a) of the Public Utility Code (Code). 66 Pa. C.S. § 332(a). To establish a sufficient case and satisfy the burden of proof, the Complainant must show that the Company is responsible or accountable for the problem described in the Complaint. *Patterson v. The Bell Telephone Company of Pennsylvania*, 72 Pa. P.U.C. 196 (1990). Such a showing must be by a preponderance of the evidence.

¹ The ALJ noted that after the record was closed and without leave, the Complainant filed a document entitled “Notice of Default and Dishonor,” which the ALJ did not consider. I.D. at 2 n.1. We likewise note the receipt of additional material after the close of record and without leave, which we also decline to consider in this disposition.

Samuel J. Lansberry, Inc. v. Pa. PUC, 578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. denied*, 529 Pa. 654, 602 A.2d 863 (1992). That is, the Complainant's evidence must be more convincing, by even the smallest amount, than that presented by the Company. *Se-Ling Hosiery, Inc. v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950). Additionally, this Commission's decision must be supported by substantial evidence in the record. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & Western Ry. Co. v. Pa. PUC*, 489 Pa. 109, 413 A.2d 1037 (1980).

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 customer shifts to the Company. If the evidence presented by the Company is of co-equal value or "weight," the burden of proof has not been satisfied. The Complainant now has to provide some additional evidence to rebut that of the Company. *Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd* 501 Pa. 433, 461 A.2d 1234 (1983).

While the burden of going forward with the evidence may shift back and forth during a proceeding, the burden of proof never shifts. The burden of proof always remains on the party seeking affirmative relief from the Commission. *Milkie v. Pa. PUC*, 768 A.2d 1217 (Pa. Cmwlth. 2001). Having filed the Complaint against the service provided by PECO, the Complainant in this case is obliged to carry the burden of proving that the Company has violated the Code, a Commission Regulation, or Order.

ALJ Long made nine Findings of Fact and reached three Conclusions of Law. The Findings of Fact and Conclusions of Law are incorporated herein by reference and are adopted without comment unless they are either expressly or by necessary implication rejected or modified by this Opinion and Order.

Before addressing the Exceptions, we note that any issue or Exception that we do not specifically delineate shall be deemed to have been duly considered and denied without further discussion. The Commission is not required to consider expressly or at length each contention or argument raised by the parties. *Consolidated Rail Corp. v. Pa. PUC*, 625 A.2d 741 (Pa. Cmwlth. 1993); *also see, generally, University of Pennsylvania v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlth. 1984).

The ALJ's Initial Decision

The ALJ described Mr. Coppedge's burden in this proceeding as requiring that he "establish that PECO's policy of only accepting certain enumerated methods of payment is unreasonable within the meaning of the Public Utility Code and its regulations." I.D. at 4. In her Findings of Fact, the ALJ summarized the Complainant's position with respect to his proposed methods of paying PECO for his service as follows:

The Complainant wants to pay his PECO bills as follows: He uses the "original coupon" from PECO, which refers to the top portion of his PECO bill to "set the value"; (h)e then creates a "money order" which includes his "Federal Reserve account number . . . a routing number and account number . . ." He signs the money order. He also completes a "1040 -Z payable to the US Treasury"; and (h)e instructs the U.S. Treasury to pay PECO by writing instructions on the "coupon" portion of the PECO bill and mails the documents.

He believes that the IRS will then telefax the amount to PECO to discharge the debt. Although he does not get a specific confirmation from the IRS that the debt has been discharged, he believes that the IRS would return the money order to him if there was anything wrong with the documentation.

The Complaint refers to this process as "EFT" or "Electronic Funds Transfer."

The Complainant does occasionally pay his bill with a debit card which is connected to his personal account at a bank such as Citizens Bank.

He does not dispute that the bills paid with his debit card or bank checks or certified checks have been credited to his PECO account.

PECO accepts cash, certified checks, money orders, validated checks or payment by credit card.

PECO does not accept the “EFT” type of transaction described by the Complainant as payment for service.

I.D. at 2-3 (citations to record omitted).

Relying on Section 1501 of the Code, 66 Pa. C.S. § 1501, the ALJ stated that PECO, like all utilities, is required to provide reasonable customer service. Thus the Complainant was required to prove, by a preponderance of evidence, that PECO violated its duty to render reasonable and reliable service, not perfect service or the best possible service. I.D. at 4-5, *citing West Penn Power Co. v. Pa. PUC*, 478 A.2d 947 (Pa. Cmwlth. 1984). Finding that the Commission’s Regulations do not specifically identify forms of payment utilities are required to accept, the ALJ turned to our Regulation at 52 Pa. Code § 56.94, which addresses customer termination and provides that payment in full is to be tendered “in *any reasonable manner*,” which includes payment by personal check. I.D. at 5 (emphasis in original). The ALJ also noted, referencing PECO’s tariff, that while the tariff does not define directly the Company’s view of payment in any reasonable manner, the tariff does provide that for customers with credit issues, payment is required to be made by certified, cashier’s, teller’s, or bank check, wire transfer, or by cash or another immediately available form of funds. *Id.*

Addressing Mr. Coppedge’s contention that his “EFT” form of debt discharge is an acceptable negotiable instrument under the UCC, the ALJ found that

interpreting negotiable instruments under the UCC is outside this Commission's jurisdiction, relying on, *inter alia*, *Coppedge v. PECO Energy Company*, Docket No. F-2009-2135893 (Order entered August 3, 2010) (*Coppedge 2010*). The ALJ also found:

Several courts in other jurisdictions have found "bills of exchange purporting to be drawn against a trust account at the U.S. Treasury to be 'nothing more than a string of words that sound as though they belong in a legal document, but which, in reality, are incomprehensible, signifying nothing.'" *In Re: Denise Fachini*, 2012 Bankr. LEXIS 448 at 5 (Bankr. M.D. Ga. 2012) (and the cases cited therein).

I.D. at 6 n.13.

The ALJ further reasoned that even accepting as true the Complainant's contentions, nothing in either PECO's tariff or our Regulations requires PECO to accept *all* forms of payment. Citing to PECO's evidence that it accepts as valid forms of payment cash, certified checks, money orders, validated checks, or credit cards, and that it was not PECO's policy to accept the Complainant's "Treasury account mechanism," the ALJ concluded that Mr. Coppedge did not demonstrate that PECO's payment policy was unreasonable in any commercial context or in violation of the Code or any Regulation. Having failed to prove PECO's policy to be unreasonable, the ALJ dismissed Mr. Coppedge's Complaint.² I.D. at 6.

Exceptions and Disposition

The Complainant's Exceptions comply with our Regulation at 52 Pa. Code § 5.533(b) *only* to the extent that they were timely filed within twenty days of the date the

² As to the averment in the Complaint that Mr. Coppedge entered into a BCS payment agreement under duress, the ALJ found the Complainant offered no evidence on this point and dismissed that claim as well. I.D. at 6.

Initial Decision was issued. Otherwise, Mr. Coppedge fails to number his exceptions, fails to identify the Findings of Fact and Conclusions of Law to which he takes exception, and fails to cite relevant pages of the decision or to provide supporting reasons for the exceptions. What was received by the Secretary's Bureau as essentially comprising Mr. Coppedge's Exceptions is at best described as an amalgam of legally-styled documents, pleadings, and attachments addressed to and filed across multiple jurisdictions and parties over a several-year period of time. The only argument relevant to this proceeding that is deducible from this filing is Mr. Coppedge's insistence that he may legally claim, through invocation of the UCC and his claimed status as the "Secured Party Creditor, Beneficiary, with Power of Attorney-In-Fact, sui juris, Representative and Authorized Trustee of the Account" of James Coppedge, the "living soul, flesh and blood man," the right to discharge debts in the manner aptly summarized by the ALJ in her Findings of Fact, Nos. 2 through 8. Exc. at 1-3.

Because our Regulation at 52 Pa. Code § 1.2 allows the liberal construction of our Regulations, particularly for *pro se* complainants, in order to secure the just, speedy, and inexpensive determination of proceedings, we will consider Mr. Coppedge's Exceptions. We note that having failed to pursue his claim with respect to his BCS-issued payment agreement both before the ALJ and in Exceptions, the only issue before us is whether Mr. Coppedge has carried his burden of proving that PECO provides unreasonable or unreliable service by declining to accept as payment on his account Mr. Coppedge's self-styled and self-proclaimed negotiable instruments under the UCC. Following our review of the record in this proceeding, and in consideration of the applicable law, we will deny Mr. Coppedge's Exceptions and adopt the ALJ's Initial Decision dismissing his Complaint.

Section 1501 of the Public Utility Code requires all public utilities to furnish and maintain adequate, efficient, safe, and reasonable service and facilities and to make all repairs or improvements that are necessary or proper for the accommodation,

convenience and safety of the public. Section 1501 also provides that such service shall be reasonably continuous and without unreasonable interruptions or delay. As defined under the Code, service in its broadest and most inclusive sense includes all acts done, all things supplied, and all facilities used in service to the public. What is required is safe, adequate, efficient, and reasonable service, not perfect service. *McCauley v.*

Pennsylvania Electric Company, 2014 WL 1390779 (Pa.P.U.C.). As the ALJ correctly found, neither Section 1501 of the Code nor our Regulations requires that in order to provide reasonable and reliable service PECO must accept as payment on account any and all legitimate or self-proclaimed forms of payments. I.D. at 4-6.

Mr. Coppedge has failed to prove that PECO, in declining to accept his electronic funds transfer mechanism, has provided unreasonable or unreliable service. During the hearing, Mr. Coppedge described at length his proposed payment processes, which the ALJ accurately and succinctly summarized in her factual findings quoted above. Mr. Coppedge variously asserts that the portion of PECO's bill to him that is to be detached and returned with payment in actuality comprises a coupon, bond, or money order that has a value that he "sets" in accordance with the amount due,³ and which he then forwards to the Internal Revenue Service to be discharged, essentially using the Internal Revenue Service as his agent for payment to PECO.⁴ Mr. Coppedge also testified that in addition to these specific financial mechanisms of his own device, he also does pay occasionally with cash, personal check, certified check, or money order from traditional vendors such as the post office. Tr. at 17, 28. When he does pay by these means, PECO accepts his payments and credits his account. *Id.* Notably, Mr. Coppedge will at times pay by cash, or federal reserve notes as he appears to prefer, even though he

³ Tr. at 14-16, 22-25, 29-32; PECO Ex. 3 at 3.

⁴ See, e.g., Tr. at 11 ("I'm following the law, because, accepting the coupons for value and discharging the debt accordingly, I do it through the IRS. Occasionally, I might send it to . . . the United States treasury and charged into PECO Energy for said amount. I'll issue a money order, and based on my eligible Federal Reserve account, the value number and my account number.")

believes cash has no value. Tr. at 13. In Mr. Coppedge's opinion, "it's not the amount of money that we're talking about. It's . . . the fact that, they are demanding a specific kind of payment, which . . . is unlawful." Tr. at 13.

Mr. Coppedge raised a similar issue in his complaint in *Coppedge 2010*. In that case, Mr. Coppedge similarly claimed that PECO should be required to accept Internal Revenue Service forms and other instruments of his own design, under authority of the UCC, House Joint Resolution 192, the United States Constitution, and other legal provisions outside the Public Utility Code, as conclusive proof that his self-styled negotiable instruments were legitimate forms of payment acceptable to discharge his debts for his utility service. The ALJ in that proceeding found that each of these sources were outside our subject matter jurisdiction and concluded that our charge is to determine whether Mr. Coppedge's proposed payment methods are reasonable under the Code and our Regulations.

In this proceeding, as we did in *Coppedge 2010*, we agree with the ALJ that Mr. Coppedge did not prove that PECO's policy of accepting only cash, certified checks, validated checks, credit/debit cards, or money orders (of the traditional, commercially-issued kind), is unreasonable or in violation of the Code or our Regulations. PECO has in the past advised Mr. Coppedge that it will not accept his proposed methods of payment and that it will only accept cash, certified checks, commercial money orders, validated checks, credit cards, and debit cards. Tr. at 29, 40-41. We do not find that PECO's limitation to the foregoing means to satisfy his debts for the Company's provision of utility service is unreasonable. Mr. Coppedge's Complaint, therefore, must be dismissed.

Conclusion

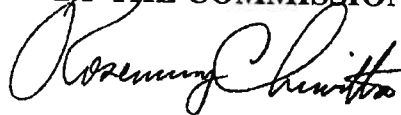
Based upon our review of the record and the applicable law, we shall adopt the Initial Decision of the Administrative Law Judge, deny the Exceptions of the

Complainant, and dismiss the Complaint, consistent with the foregoing discussion;
THEREFORE,

IT IS ORDERED:

1. That the Exceptions of James Coppedge filed on August 16, 2014, are denied.
2. That the Initial Decision of Administrative Law Judge Mary D. Long issued on August 8, 2014, is adopted.
3. That the Formal Complaint filed by James Coppedge against PECO Energy Company is dismissed.
4. That the proceeding docketed at F-2014-2406180 be marked closed.

BY THE COMMISSION,



Rosemary Chiavetta
Secretary

(SEAL)

ORDER ADOPTED: January 29, 2015

ORDER ENTERED: January 29, 2015