

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Shawn Kinney	:	
	:	
v.	:	C-2020-3015409
	:	
PPL Electric Utilities Corporation	:	

INITIAL DECISION

Before
Steven K. Haas
Administrative Law Judge

INTRODUCTION

This initial decision dismisses a formal complaint filed by an electric service customer who is complaining about the available methods by which customers may pay their electric bills because the Complainant failed to meet his burden of proving that the Respondent utility violated the Pennsylvania Public Utility Code or a Commission regulation or order.

HISTORY OF THE PROCEEDING

On January 3, 2020, the Complainant, Shawn Kinney, filed a formal complaint against PPL Electric Utilities Corporation (PPL) with the Pennsylvania Public Utility Commission (Commission), Docket Number C-2020-3015409. In his complaint, Mr. Kinney challenges the forms of payment accepted by PPL, requesting that all charges for his contract with the company be set off against a performance bond. Mr. Kinney avers that the company is demanding payment via commercial paper. He stated that he notified the agents at PPL that he was holding them in restraint of trade.

On January 28, 2020, PPL filed an answer to the complaint. In its answer, PPL denied that it is engaged in unsafe, unreliable or improper service. It avers that service to the Complainant's property has been billed at the proper residential rate since the accounts were established. PPL requests that the formal complaint be denied.

By Call-In Telephone Hearing Notice dated January 29, 2020, a telephonic hearing was scheduled for March 12, 2020, at 10:00 a.m., and I was assigned as the Presiding Officer. On February 10, 2020, a prehearing order was issued setting forth various procedural rules governing the hearing.

The telephonic hearing convened as rescheduled on March 12, 2020. Mr. Kinney appeared and represented himself. Kimberly Krupka, Esquire, appeared on behalf of PPL and presented the testimony of Sherry Shaffer. Ms. Shaffer sponsored and addressed four PPL exhibits, all of which were admitted into the record without objection.

On March 13, 2020, I issued a scheduling order in which deadlines for the submission of main and reply briefs were established. Pursuant to my scheduling order, main briefs were due by May 8, 2020 and reply briefs were due by May 29, 2020. On May 8, 2020, PPL filed its main brief. The Complainant did not file a main brief and neither party filed a reply brief.

The record in this proceeding closed on May 29, 2020 and consists of a 35-page hearing transcript and four PPL exhibits. Mr. Kinney's complaint is ready for disposition. For the reasons discussed below, the complaint will be dismissed because Mr. Kinney failed to prove that PPL violated the Pennsylvania Public Utility Code or a Commission regulation or order.

FINDINGS OF FACT

1. The Complainant in this proceeding is Shawn Kinney.
2. The Respondent in this proceeding is PPL Electric Utilities Corporation.

3. The service address at issue in this proceeding is 816 Chestnut Street, Williamsport, PA. Tr. 7.
4. There are two separate PPL electric services provided to this property. Tr. 7.
5. One of the services at the service address is listed in PPL's system as "first floor." Tr. 17; PPL Ex. 1.
6. The second service at the service address is listed in PPL's system as "Apt. 2." Tr. 19; PPL Ex. 5.
7. The service address used to contain two separate apartments but was later converted to one unit. Tr. 7.
8. The customer of record in PPL's system for both services at the service address is Shawn Kinney. Tr. 17, 20; PPL Exs. 1, 5.
9. The account identified as "first floor" was established on May 2, 2019. Tr. 19; PPL Ex. 2.
10. The first floor account has an outstanding balance of \$287.08. Tr. 18; PPL Ex. 1.
11. No payments were ever received by PPL toward the charges on the first floor account. Tr. 17.
12. The account identified as "Apt. 2" was established on June 3, 2019. Tr. 21; PPL Ex. 6.
13. The Apt. 2 account has an outstanding balance of \$228.11. Tr. 20; PPL Ex. 5.

14. No payments were ever received by PPL toward the charges on the Apt. 2 account. Tr. 20; PPL Ex. 5.

15. PPL does not have its own PPL walk-in offices where customers may come in person to pay their bills. Tr. 21.

16. There are walk-in payment locations where PPL customers may go in person to pay their PPL bills with cash. Tr. 22.

17. PPL customers may pay their PPL bills by mail by sending a check or money order to PPL. Tr. 22.

18. PPL customers may pay their PPL bills over the telephone or online by providing a bank account number and bank routing number, or by providing a debit or credit card number. Tr. 22.

19. PPL customers may arrange to have their PPL bills paid automatically each month by providing to PPL a checking or savings account number and bank routing number. Tr. 22-23.

DISCUSSION

As the Complainant in this proceeding, Mr. Kinney bears the burden of proving that the utility is responsible or accountable for the actions or inactions alleged in his complaint. *Patterson v. Bell Telephone Company of Pennsylvania*, 72 Pa. PUC 196 (1990); *Feinstein v. Philadelphia Suburban Water Company*, 50 Pa. PUC 300 (1976). In order to meet his burden of proof, the Complainant must show, by a preponderance of the evidence, that the Respondent is responsible for any violations alleged in the complaint. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa.Cmwlth. 1990), *alloc. den.*, 602 A.2d 863 (Pa. 1992). The “preponderance of the evidence” standard is met when one party presents evidence that is more

convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery v. Margulies*, 364 Pa. 45, 70 A.2d 854 (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 Transportation 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 and Western Ry. v. Pa. Pub. Util. Comm'n*, 489 Pa. 109, 413 A.2d 1037 (1980); *Erie Resistor Corp. v. Unemployment Compensation Bd. of Review*, 166 A.2d 96 (Pa. Super. 1960); *Murphy v. Pa. Dep't. of Public Welfare, White Haven Center*, 480 A.2d 382 (Pa.Cmwlth. 1984).

Finally, in order to ultimately prevail, the Complainant must prove that the action or inaction of the Respondent alleged in the complaint constitutes a violation of the Public Utility Code, the Commission's regulations, or an order of the Commission. 66 Pa.C.S. § 701. As explained below, the Complainant has failed to do so in this case.

The gravamen of Mr. Kinney's complaint appears to be that the method by which he prefers to address the charges on his PPL bills is not acceptable to PPL. Tr. 8. He argues that he tried to send to PPL a pay order to handle the debt, which is an OID¹ instrument. Tr. 8. By way of attempted explanation, Mr. Kinney stated:

So here we are, and nobody still knows what I'm talking about, apparently, but I'm saying that that instrument that I submitted as payment, that is an OID instrument.

So in other words, you can't - - a debtor can't initiate an OID. A debtor can't file a 1099 OID. It has to be the creditor who files a 1099 OID, which is why I'm saying to them, prove your claim by showing me your 1099 OID that has you listed as the issuer of the funds and me as the one receiving them, so then therein, that would be the debt.

¹ Complainant appears to be referring to the original issue discount (OID) which is the discount in price from a bond's face value at the time a bond or other debt instrument is first issued. See, e.g., *Alkhatib v. PECO Energy Co.*, Docket No. (Opinion and Order entered Jan. 12, 2012).

....

So yeah. I don't know how this is going to be remedied, but I'll tell you what, unless PPL can provide a 1099 OID showing them as the issuer of the credit and me as the recipient of the fund, or the proof of claim, 4490 form, form 56 to show the fiduciary relationship, or a true bill, then I'm going to prosecute myself as a private prosecutor with a 3949(a) form to the IRS, and then maybe they'll know what I'm talking about, and I think they will.

Tr. 8-11.

As described above, Mr. Kinney appears to take issue with the methods by which PPL customers may pay their bills, as he summarizes, "it's just that what I have to offer is not what is acceptable according to PPL." Tr. 8.

PPL presented the testimony of Sherry Shaffer, a PPL Customer Service Representative. Tr. 15. Ms. Shaffer testified that Mr. Kinney has two services in his name at 816 Chestnut Street, Williamsport, Pennsylvania. The first is identified in PPL's system as "first floor," and was established by him on May 2, 2019. Tr. 19; PPL Ex. 1. The second service is identified in PPL's system as "Apartment 2" and was established on June 3, 2019. Tr. 20, 21. She indicated that the service identified as "first floor" has an outstanding balance of \$287.08, and that no payments were ever received by PPL toward this account. Tr. 17-18; PPL Ex. 1. Ms. Shaffer testified that the service identified as "Apartment 2" has an outstanding balance of \$228.11 and that no payments were ever received by PPL toward this account. Tr. 20; PPL Ex. 5.

The record evidence is clear and undisputed that Mr. Kinney is responsible for payment of the charges incurred on the two accounts discussed above. The record evidence is also clear and undisputed that service identified in PPL's system as "first floor" has an outstanding balance of \$287.08 and the service identified as "Apartment 2" has an outstanding balance of \$228.11. No payments have ever been received by PPL toward the charges on either of the two accounts. Mr. Kinney did not present any evidence disputing either the amounts of or his responsibility for the outstanding charges on the two accounts.

Ms. Shaffer next testified about the various methods by which customers may pay their PPL electric service bills. She noted that PPL does not have its own PPL walk-in offices where customers may come in person to pay their bills. Tr. 21. She testified, however, that there are walk in payment locations where PPL customers may go in person to pay their PPL bills with cash, if they so choose. Tr. 22. She further testified that PPL customers may pay their PPL bills by mail by sending a check or money order to PPL. Tr. 22. PPL customers may also pay their PPL bills online or over the telephone by providing a bank account number and bank routing number, or by providing a debit or credit card number. Tr. 22. Additionally, PPL customers may arrange to have their PPL bills paid automatically each month by providing to PPL a checking or savings account number and bank routing number. Tr. 22-23.

Section 1501 of the Pennsylvania Public Utility Code requires that public utilities provide to their customers adequate, efficient, safe, and reasonable service to their customers. 66 Pa. Code § 1501. As the Complainant in this proceeding, Mr. Kinney bears the burden of proving that the service provided to him by PPL is unreasonable or otherwise in violation of the Public Utility Code or a Commission regulation or order. He has failed to do so here.

I note initially that there is no legal duty for a public utility to accept promissory notes or other self-proclaimed forms of payment such as “performance bonds” as forms of payment. *Coppedge v. PECO Energy Co.*, Docket No. F-2014-2406180 (Opinion and Order entered January 29, 2015); *Kennedy v. PECO Energy Co.*, Docket No. C-2015-2471718 (Opinion and Order entered October 22, 2015). At issue here is whether the types/forms of payment and the specific payment methods accepted by PPL for the payment of electric service rendered by PPL are reasonable. PPL’s witness described the various methods accepted by the company for payment of customer bills. As described above, customers may pay their bills by any one of a number of methods, including in-person payment at payment centers, payment by mail, online payment or payment by telephone and automatic monthly payment. These payment methods are abundantly reasonable and adequate. The fact that the Complainant would prefer to address the charges on his bills by a method that is not recognized or accepted by PPL does not render the company’s payment procedures unreasonable or otherwise illegal, and Mr. Kinney certainly has not provided any credible evidence supporting such a finding.

Based on the record evidence, and for the reasons addressed above, Mr. Kinney's formal complaint against PPL will be dismissed because he failed to meet his burden of proving by a preponderance of the evidence that PPL violated the Pennsylvania Public Utility Code or a Commission regulation or order.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties to, and the subject matter of, this proceeding. 66 Pa.C.S. § 701.
2. Pursuant to 66 Pa.C.S.A. § 332(a), the burden of proof in this proceeding is upon the Complainant.
3. In order to meet the burden of proof, a Complainant must show, by a preponderance of the evidence, that the Respondent is responsible for any violations alleged in the complaint. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa.Cmwlth. 1990), *alloc. den.*, 602 A.2d 863 (Pa. 1992).
4. In order to ultimately prevail, a Complainant must prove that the action or inaction of the Respondent alleged in the complaint constitutes a violation of the Public Utility Code, the Commission's regulations, or an order of the Commission. 66 Pa.C.S. § 701.
5. Public utilities must furnish and maintain adequate, efficient, safe, and reasonable service and facilities to their customers. 66 Pa.C.S. § 1501.
6. The Complainant failed to prove that PPL violated the Public Utility Code, or a Commission regulation or order.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the formal complaint of Shawn Kinney against PPL Electric Utilities Corporation at Docket No. C-2020-3015409 is dismissed.
2. That the proceeding at Docket No. C-2020-3015409 shall be marked closed.

Date: July 16, 2020

/s/
Steven K. Haas
Administrative Law Judge