

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Darren Miller, Jr.	:	
	:	
v.	:	C-2022-3035125
	:	
PECO Energy Company	:	

INITIAL DECISION

Before
Arlene Ashton
Administrative Law Judge

INTRODUCTION

This Decision dismisses the Formal Complaint filed by Darren Miller, Jr. against PECO Energy Company. Mr. Miller failed to satisfy his burden of demonstrating that PECO Energy Company violated the Public Utility Code, a Commission order or regulation or PECO Energy Company’s Commission-approved tariff with respect to the service provided to him.

HISTORY OF THE PROCEEDING

On September 12, 2022, Darren Miller (Complainant or Mr. Miller) filed a Formal Complaint (Complaint) with the Pennsylvania Public Utility Commission (Commission) against PECO Energy Company (PECO). On the Complaint form, Mr. Miller checked a box indicating that PECO was threatening to turn off his utility service. As to requested relief, he indicated that he wished to have PECO cease all collection attempts on this account until a billing error dispute is resolved and PECO provides a sufficient response to his request for documentation concerning his PECO account.

On September 28, 2022, the Respondent filed a timely answer (Answer). In its Answer, PECO denied all material allegations in the Complaint.

On September 29, 2022, the Commission served an initial telephonic hearing notice setting a formal call-in telephonic hearing for this matter for November 30, 2022, at 10:00 a.m. and assigning me as the presiding officer. In anticipation of that hearing, I served a prehearing order on September 30, 2022, setting forth hearing information and the rules that would govern that proceeding.

The hearing was held as scheduled on September 30, 2022, at 10:00 a.m. Mr. Miller attended the hearing and appeared *pro se*. Khadijah Scott, Esquire attended on behalf of PECO, along with one witness for PECO.

Mr. Miller submitted three exhibits that were admitted into the record. PECO submitted one exhibit that was admitted into the record.

The record in this case closed on December 16, 2022, upon the filing of the September 27, 2021, hearing transcript with the Commission.

FINDINGS OF FACT

1. The Complainant in this case is Darren Miller, Jr.
2. The Respondent in this case is PECO Energy Company.
3. The Complainant's service address is 3879 Manor St, Philadelphia, PA 19128. Tr. 17.
4. Mr. Miller established an account for electric service with PECO at the service address in October 2021. Tr. 43.

5. PECO issued monthly billing statements for electric service to Mr. Miller using actual meter readings to calculate usage. Tr. 50-52.

6. The monthly billing statements for electric service issued by PECO to Mr. Miller reflect the elements used to calculate the amount payable, including kilowatt hours used, the billing rate, timeframe of service, type of service, meter readings for the last and current month, and type of meter reading i.e., whether estimated or actual. Tr. 50-52.

7. The monthly billing statements for electric service issued by PECO to Mr. Miller also reflect charges and fees for account usage for the current period, outstanding unpaid charges and fees for prior periods, payments and credits. Tr. 49-50, 53-55, 59.

8. The Complainant made payments to PECO for service in December 2021, January 2022, and February 2022.

9. The Complainant's last payment on his account was made on February 22, 2022. Tr. 43, 56.

10. The total amount due on Complainant's bill dated October 26, 2022, was \$1,048.64 and consisted of current charges, accrued unpaid amounts from prior bills and a late payment charge. Tr. 52.

11. Bonds, securities, and a customer's tax liability do not relate to customer usage of electric service or PECO billing. Tr. 54.

12. On or about April 18, 2022, the Complainant requested additional information concerning billing statements sent to him by PECO. Complainant's Exhibit 1 p.1 ¶¶ 1-7.; Tr. 31-32.

13. The Complainant refused to pay for his electric service until PECO provided to him certain documentation and information identified in a letter dated April 18,

2022, sent by the Complainant to PECO's Billing Department. Tr. 31-32, 36. Complainant Exhibit 2.

14. PECO provided a written response to the Complainant's request which included a letter and an Excel spreadsheet reflecting all billing information for the Complainant's account. Tr.19, 57.

15. The information for the Complainant's account included in the billing statements issued by PECO and the information provided by PECO on the Excel spreadsheet in response to the Complainant's request were the same. Tr. 57.

16. The Excel spreadsheet consolidated all information included in the Complainant's billing statements and re-formatted the information to facilitate review of the information. Tr. 57.

17. The Excel spreadsheet was computer-generated by PECO's billing system; it was not created by an individual inputting data into a spreadsheet. Tr. 58.

18. The billing statement issued by PECO to the Complainant and the Excel spreadsheet sent by PECO to him reflect all of PECO's accounting for the Complainant's account. Tr. 57-58.

19. In response to the Complainant's request for additional information concerning his account, PECO reviewed all of PECO's accounting records for the Complainant's account; no errors or issues were found, other than non-payment by the Complainant. Tr.49, 61.

20. The Complainant did not identify any errors in the billing statements issued by PECO to him. Tr. 61.

21. The Complainant identified no errors in the Excel spreadsheet provided by PECO in response to his request for additional information. Tr. 59-61.

DISCUSSION

In the Complaint, the Complainant indicates that PECO is threatening to shut off his electric service. He also alleges that he is engaged in a billing dispute with PECO. As remedies, the Complainant requests that PECO be ordered to cease all collection attempts on this account and resolve the billing dispute, and to provide a sufficient response to his request for documentation concerning his PECO account.

Legal Standard

The Public Utility Code (Code)¹ provides that any person may complain, in writing, about any act or filing 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 party seeking relief from the Commission has the burden of proof.³ In this matter, the Complainant is the party asking for relief from the Commission; therefore, he has the burden of proof. This means that the Complainant must establish facts which support his claims by a preponderance of the evidence.⁴ The term “preponderance of the evidence” means one party must present evidence which is more convincing, by even the smallest degree, than the evidence presented by the other party.⁵

If a complainant establishes a *prima facie* case, the burden of going forward with the evidence shifts to the utility. If a utility does not rebut that evidence, the complainant will

¹ 66 Pa.C.S. § 101–3316.

² 66 Pa.C.S. § 701.

³ 66 Pa.C.S. § 332(a).

⁴ *Popowsky v. Pa. Pub. Util. Comm’n*, 937 A.2d 1040, 1055-56 (Pa. 2007); *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).

⁵ *Popowsky*.

prevail. If the utility rebuts the complainant's evidence, the burden of going forward with the evidence shifts back to the complainant, who must rebut the utility's evidence by a preponderance of the evidence. The burden of going forward with the evidence may shift from one party to another, but the burden of proof never shifts; it always remains on a complainant.⁶ Relief can only be granted if the Complainant proves facts by a preponderance of the evidence, which show that PECO violated the Code or any regulation or order of the Commission.

PECO is required by law to provide the Complainant with adequate and reasonable service under Section 1501 of the Code, which 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.¹⁷¹

While the statutory definition of “service” is to be broadly construed,⁸ this section does not require utility companies to provide perfect service.⁹

⁶ *Milkie v. Pa. Pub. Util. Comm’n*, 768 A.2d 1217 (Pa. Cmwlth 2001); *see also, Burlison v. Pa. Pub. Util. Comm’n*, 443 A.2d 1373 (Pa. Cmwlth 1982).

⁷ 66 Pa. C.S. § 1501.

⁸ “Used in its broadest and most inclusive sense, ‘service’ 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, or contract carriers by motor vehicle, 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.” *Country Place Waste Treatment Co., Inc. v. Pa. Publ. Util. Comm’n*, 654 A.2d 72 (Pa. Cmwlth. 1995).

⁹ *Elkin v. Bell Tel. Co. of Pa.*, 372 A.2d 1203 (Pa. Super. 1987).

Interpreting Section 1501 of the Code, the Commonwealth Court stated:

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.^[10]

In applying the facts of this case to the law, the issue becomes whether PECO's actions, as described in the Complaint constitute a violation of the Code or any regulation or order of the Commission.

The Nature of the Complaint

A. The Pleadings

The initial question presented in this case relates to the nature of the Complainant's claim. When completing the complaint form, under "Reason for Complaint" the Complainant checked the box indicating "The utility is threatening to shut off my service or has already shut off my service."¹¹ The Complainant did not check off the box indicating "Incorrect charges are on my bill."¹²

The words "billing dispute" first appear in the Complaint under the heading "Requested Relief," where the Complainant indicated that he was seeking: (1) cessation of all collection attempts, including shut off or interruption of service *until this billing error dispute is*

¹⁰ *West Penn Power Co. v. Pa. Pub. Util. Comm'n*, 478 A.2d 947, at 949 (Pa. Cmwlth. 1984) (footnote omitted).

¹¹ Complaint ¶ 4.

¹² *Id.*

resolved; and (2) a sufficient response to the Affidavit.¹³ Although the Complaint referenced a “billing error dispute” in the Complaint, he did not specify the nature or amount of the billing error dispute or how it arose.

In the Answer, PECO challenged the Complainant’s allegation of a billing dispute averring that the Complainant’s dispute with PECO was unclear.¹⁴ PECO’s Answer to the Complaint indicates that PECO interpreted the Complaint as a dispute or challenge relating to: (1) PECO’s right to engage in collection activity; (2) PECO’s failure to properly credit a payment to the Complainant’s account; and (3) PECO’s right to terminate service.¹⁵ In addition, PECO averred that Mr. Miller had made only three payments on his account and that his account had a past due balance of \$674.92. PECO further averred that under the Code, it had the right to terminate Mr. Miller’s account for non-payment. PECO also averred that it only accepts cash, certified checks, money orders, and valid bank checks in payment of utility accounts and would not accept a “Conditional Acceptance” as payment on the account.

B. Complainant’s Testimony

In his testimony, the Complainant explained and elaborated on his intention and his objectives when filing the Complaint. As explained in more detail below, his testimony is wholly inconsistent with PECO’s interpretation of the issues raised in the Complaint and the term “billing dispute” as used in the Complaint, as reflected in the Answer and noted above. In addition, the Complainant’s testimony appeared to contradict certain information in the Complaint.

¹³ Complaint ¶ 5 (emphasis added). Complainant’s Exhibit 1 is a five-page document dated September 10, 2022, entitled “AFFIDAVIT OF RESPONSE FOR TEN DAY SHUT OFF NOTICE.” It consists of text and 17 numbered paragraphs. The pages of the Exhibit are not numbered. The last page of the document bears the heading “JURAT” and is signed by the Complainant. A notary’s signature and stamp appear below the Complainant’s signature. Within Exhibit 1, there are references to “exhibits;” however, no such exhibits were attached to the document when it was supplied by the Complainant as Exhibit 1.

¹⁴ Answer ¶ 4. P. 1-2.

¹⁵ *Id.*

For example, in the Complaint, the Complainant specifically requested that PECO be ordered to “cease all collection attempts on this account.”¹⁶ As noted above, PECO interpreted the Complaint as a dispute or challenge relating to PECO’s right to engage in collection activity. However, the Complainant testified unequivocally that the Complaint was not related to collection activity.¹⁷

Similarly, through his testimony, the Complainant rejected PECO’s interpretation of the Complaint as a dispute relating to PECO’s failure to properly credit a payment to his account. At the hearing, the Complainant acknowledged that the payments he made on his account in December 2021, January 2022 and February 2022 had been recorded and credited to his account by PECO.¹⁸ He also reviewed the October 26, 2022 PECO billing statement for his account and acknowledged that it reflected: (a) unpaid charges from prior bills; (b) late payment charges; (c) current charges; (d) the service period; (e) customer charge and distribution charge; and (f) electric supply generation and transmission charges.¹⁹ In addition, he acknowledged that the October 26, 2022 PECO bill reflected his monthly usage profile for the current and the past year, average kilowatt usage per month, year-to-date kilowatt usage and information concerning alternative suppliers.²⁰

¹⁶ Complaint ¶ 5.

¹⁷ ALJ Ashton: And to resolve the complaint, [are you] asking that there be no termination or interruption of service, that there be a termination of collection efforts on the account while you dispute the amount with Experian® and that PECO accept your conditional acceptance and debt validation as payment on your account.

Mr. Miller: No.

ALJ Ashton: What relief are you requesting?

Mr. Miller: That Experian® that was in my exhibits, [it] was just a typo; just something that got muddled up in the mix of me doing my correspondence. So the Experian® has nothing to do with this.” Tr. 18.

¹⁸ Tr. 43. Complainant also acknowledged that the last payment he made on his account was in February 2022. *Id.*

¹⁹ Tr. 45-46.

²⁰ Tr. 47.

The Complainant also firmly rejected the idea that a document²¹ he submitted to PECO entitled “Conditional Acceptance and Debt Validation Notice” was intended as a form of payment.²² He also testified: “I’m not refusing to pay anything . . . That’s not why I am here today.”²³

Furthermore, neither in the Complaint nor in his testimony did the Complainant identify any problem or concern relating to the content or the calculation of billing statements issued to him by PECO. In short, at no time did the Complainant provide testimony or documentary evidence of any payment that was not properly recorded by PECO. Likewise, at no point during his testimony at the hearing did the Complainant challenge or address the third issue identified by PECO in its Answer, i.e., PECO’s right to terminate service.²⁴

Explaining his intentions and objectives when filing the Complaint, the Complainant testified:

I’m asking for documentary evidence which is full, original, and unaltered documentation regarding credits, tax liabilities, discharging of debt, bonds and/or securities as they are

²¹ The document is a two-page letter entitled “Conditional Acceptance and Debt Validation Notice” dated April 18, 2022, signed by the Complainant, and addressed to PECO Attn: Billing Department. The Complainant moved to have this letter entered into the record as Complainant’s Exhibit 2.

²² This testimony was also part of Mr. Miller’s response to my query as to the remedies he sought to resolve the Complaint referenced above. *See*, fn. 18 *supra*, Tr. 18. The Complainant testified “I never said that was a form of payment.” Tr. 18 – 19.

²³ Tr. 32. Mr. Miller made a similar comment in his closing statement, indicating: “I never disputed or intended to dispute . . . the usage or nonpayment.” Tr. 65. Complainant’s Exhibit 3 is an undated one-page letter addressed to Lynn R. Zack (Zack Letter). It indicates that it was sent via certified mail and prepared for the Complainant’s signature, but no signature appears on the letter. The Zack Letter affirms the Complainant’s promise to “pay PECO . . . upon [receipt of] proof of claim.” Complainant Exhibit 3. During the hearing, Mr. Miller indicated that he wished to enter a document entitled “Response to Respondent’s Answer” into the record as an exhibit; however, no such document was submitted by the Complainant. It appears that the Zack Letter may have been submitted by the Complainant into the record in lieu of the Response to Respondent’s Answer. On October 5, 2022, the Complainant sent a document entitled Response to Respondent’s Answer to the Office of Administrative Law Judge (OALJ) and to counsel for PECO via email. The Complainant was informed via email (with a copy to counsel for PECO), that OALJ could not accept the Response to Respondent’s Answer as a filing in this matter and was directed to the Secretary’s Office for instructions on how to file the document and/or amend the Complaint. No such filing was recorded by the Secretary for this matter.

²⁴ *See* fn. 15 *supra*.

applicable on this account.... And the Excel spreadsheet that I was sent, that is not verifiable, and it is misleading.^[25]

At the hearing, PECO presented the testimony of its witness, Gina Engle, Manager of the System Billing Department. Ms. Engle testified as to the information included in a customer's monthly bill, indicating that the information provided by PECO in monthly billing statements is provided in the same layout each month.²⁶ She also reviewed the method used to calculate monthly bills using monthly usage provided by the meter multiplied by the applicable rate, plus any applicable charges.²⁷ She testified that bonds, securities and a customer's tax liability do not "pertain to" a customer's electric usage or customer billing.²⁸ Furthermore, she testified that credits to a customer's account and any adjustments made by PECO would be reflected on a customer's bill.²⁹

Ms. Engle testified that in light of the Complaint, she had reviewed the complete billing history for Mr. Miller's PECO account.³⁰ She testified that she had looked at the accounting for the Complainant's account and had found that "all billing aspects of it look to have been functioning as expected. All bills that have been generated are based off of actual readings of the meter. . . [and she saw] no issues with the bills at all."³¹

C. A Claim Mislabeled as a Billing Dispute

Although the Complainant repeatedly referred to his claim against PECO as a "billing dispute" or "billing error dispute" in the Complaint, at no point did the Complainant

²⁵ Tr. 19.

²⁶ Tr. 50-52.

²⁷ Tr. 59.

²⁸ Tr. 54.

²⁹ Tr. 55.

³⁰ Tr. 53-54.

³¹ Tr. 49.

identify any specific defect in the nature or scope of the information provided in any billing statement issued to him. In addition, he provided ample testimony that it did not relate to any of the components used by PECO when issuing billing statements for his account. Furthermore, he provided no testimony or documentation that would support a finding that the billing statements issued by PECO for his account are inaccurate or incomplete.

Instead, through his testimony, the Complainant directly and specifically linked the term “billing dispute” to the Excel spreadsheet supplied by PECO in response to his request for “supplemental” billing information concerning his account. For example, he stated that he disagreed with the amount billed by PECO “[o]n the basis that the Excel sheet present shows that now I’m owing \$849.”³² In the context of a discussion of the Excel spreadsheet, he added that he was disputing “the [\$849] calculation first and then the amount because if it wasn’t for the calculation, they wouldn’t be able to get to \$849 [shown on the Excel spreadsheet].”³³

Regarding the rationale for his request for supplemental billing information, the Complainant testified: “I want a full breakdown of documentary evidence, which is full, original, and unaltered documentation regarding credits, tax liabilities, discharging of debt, bonds and/or securities as are applicable to this account. That’s exactly what I’m asking for.”³⁴ The Complainant also indicated that he viewed the receipt of such supplemental information as a prerequisite to making any payment on his account.³⁵

³² Tr. 34.

³³ *Id.*

³⁴ *Id.*

³⁵ The Complainant explained that the Conditional Acceptance was the first correspondence relating to his dispute with PECO and demonstrates “that beginning with the initial dispute letter [he] ask[ed] PECO to provide the necessary document that [he] would need to go forward with any . . . payment.” Tr. 32. In the Conditional Acceptance, the Complainant specified the following items to be supplied by PECO to “substantiate” PECO’s “proof of claim” and to “[verify] debt details”: (1) original contract proving there is an existing account in the name of the Complainant containing “wet signatures”; (2) proof that PECO is the current holder of the contract and that it has not been sold to another party; (3) a copy of the accounting that proves that PECO has incurred [sic] this alleged debt; (4) an invoice (not a statement/summary) for any amount owed to PECO; (4) a copy of the method and breakdown used to calculate the alleged debt; (6) information concerning distribution of electricity, distribution method safety, possible damage or bodily harm relating to the use of electricity; and (7) proof that there is lawful money in circulation. Conditional Acceptance ¶¶ 1-7.

In conclusion, through his testimony, the Complainant clarified that when filing the Complaint and when using the term “billing dispute:” (a) he was focused on the documentation sent to him by PECO in response to a request he made for additional information to be supplied by PECO; and (b) he intended to challenge PECO’s response as insufficient or inadequate. Although the Complainant described his claim as a “billing dispute,” it is more properly viewed as a claim that PECO’s response to the Complainant’s request for supplemental information concerning his account was insufficient or inadequate. Such a claim falls within the scope of “reasonable service” to be provided by utilities under Section 1501 of the Code.³⁶

D. Reasonableness of PECO’s Response to the Complainant’s Request

The Complainant acknowledged that in response to his request for supplemental information concerning his account, PECO had sent him an Excel spreadsheet.³⁷ He made no allegation that PECO’s response was not prompt nor did he specify how the response violated any standard set forth in the Code or any regulation or order issued by the Commission. Instead, he argued that the spreadsheet was “not verifiable and is misleading.”³⁸ As he explained “I don’t know who wrote the Excel spreadsheet up. . . anybody could have typed [it] up . . . It doesn’t have any signatures. . . it is not from an accountant’s standpoint.”³⁹ He also explained that he was seeking documentary evidence “which is full, original and unaltered documentation regarding credits, tax liabilities, discharging of debt, bonds and/or securities as they are applicable on [his] account.”⁴⁰ In sum, through his testimony, the Complainant clarified that his disagreement with PECO was focused on, and limited to, the methods and means used to prepare the Excel spreadsheet.

³⁶ 66 Pa. C.S. §1501.

³⁷ Tr.19. Neither party entered a copy of the Excel spreadsheet sent to Mr. Miller in response to his request into the record, nor did either party specify the date on which it was sent to Mr. Miller.

³⁸ *Id.*

³⁹ Tr. 20.

⁴⁰ *Id.*

The conclusion that the Complainant was focused on the methods and means used to prepare the Excel spreadsheet was apparent during his cross-examination of PECO’s witness. The Complainant directly and specifically questioned Ms. Engle’s personal knowledge of his account, whether she had reviewed the full accounting records for his account, the source and accuracy of the Excel spreadsheet sent to him, whether any individual or third party was involved in calculating or preparing his bills, and whether all credits had been properly applied to his account.⁴¹

Ms. Engle testified that she had personally reviewed Mr. Miller’s account.⁴² She also testified that the accounting for his PECO account is documented on the bills issued by PECO for the account.⁴³ She explained that the Excel spreadsheet sent by PECO to Mr. Miller was a system-run report⁴⁴ which reflects “the bill image information into an Excel format or PDF format to view [it] easier all in one shot.”⁴⁵

Section 1501 of Title 66 of the Code requires reasonable service, not perfect service.⁴⁶ Neither party offered a copy of the Excel spreadsheet sent to Mr. Miller in response to his request for admission into the record. In addition, the Complainant failed to demonstrate that the information provided by PECO to him, whether in billing statements for his account or the

⁴¹ Tr. 7-61.

⁴² Tr. 58.

⁴³ Tr. 57.

⁴⁴ Mr. Miller repeatedly asked the Manager whether the Excel spreadsheet had been prepared by an accountant, employed, or hired by PECO or some other human being. Tr. 58.

⁴⁵ Tr. 57.

⁴⁶ 66 Pa.C.S. § 1501; *Elkin v. Bell Tel. Co. of Pa.*, 372 A.2d 1203 (Pa. Super 1987).

Excel spreadsheet, was inaccurate or incomplete.⁴⁷ The Complainant's evidence consisted of unsupported assertions. Assertions, no matter how honest or strong, cannot form the basis of a finding in his favor. Assertions, personal opinions or perceptions do not constitute factual evidence.⁴⁸ Even *pro se* complainants must provide relevant and necessary information. The Complainant in this case proceeded *pro se* by choice and bore the risk of doing so.⁴⁹

PECO's witness clearly and credibly testified as to the accuracy of billing statements issued to the Complainant and the manner and methodology used to prepare the Excel spreadsheet.⁵⁰ I also find credible Ms. Engle's testimony that the same information and same system were used to issue the Complainant's monthly billing statements and to create the Excel spreadsheet sent to the Complainant in response to his request for supplemental information about his account.⁵¹ I also find credible her testimony that having been created from the same information and by the same system, as the billing statements for the Complainant's account and the Excel spreadsheet were entirely consistent.⁵²

After careful review of the testimony and the documentary evidence introduced into the record,⁵³ I conclude that the Complainant has failed to present substantial evidence demonstrating that PECO's response to his request for "supplemental" information i.e., the Excel

⁴⁷ The Letter includes citations to sections of the Uniform Commercial Code relating to notes, instruments, and discharge of debts. It also references Article VI of the U.S. Constitution and 15 U.S.C. §1692d, relating to harassment or abuse by a debt collector. It is well settled that as a creation of the General Assembly, the Commission has only the powers and authority granted to it by the General Assembly as contained in the Public Utility Code. Subject matter jurisdiction is a prerequisite to the exercise of power to decide a controversy. *Hughes v. Pa.*, 619 A.2d 390 (Pa. Cmwlth. 1992) *alloc. denied*, 637 A.2d 293 (Pa. 1993). The Complainant provided no testimony or evidence that would support a finding that the Commission has jurisdiction over disputes involving any of the statutes, regulations or other legal authority referenced in the Letter.

⁴⁸ *Pa. Bureau of Corr. v. City of Pittsburgh*, 532 A.2d 12 (Pa. 1987).

⁴⁹ *Groch v. Unemployment Comp. Bd. of Rev.*, 472 A.2d 286 (Pa. Cmwlth 1984); *Vann v. Unemployment Comp. Bd. of Rev.*, 494 A.2d 1081 (Pa. 1985).

⁵⁰ Tr. 57-58.

⁵¹ *Id.*

⁵² *Id.*

⁵³ *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001); *see also, Burlison v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982).

spreadsheet, was inaccurate, incorrect or inadequate. Therefore, I also conclude that the Complaint has failed to meet his burden of proving that PECO provided unreasonable service to the Complainant. Accordingly, the Complainant's Complaint will be dismissed.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the subject matter within its regulations and the parties to this proceeding. 66 Pa.C.S. § 701.
2. The party seeking relief from the Commission has the burden of proof. 66 Pa.C.S. § 332(a).
3. "Burden of proof" means a duty to establish a fact by a preponderance of the evidence, or evidence more convincing, by even the smallest degree, than the evidence presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).
4. The offense must be a violation of the Public Utility Code, the Commission's regulations, or an outstanding order of the Commission. 66 Pa.C.S. § 701.
5. If a complainant establishes a *prima facie* case, the burden of going forward with the evidence shifts to the utility. If a utility does not rebut that evidence, the complainant will prevail. If the utility rebuts the complainant's evidence, the burden of going forward with the evidence shifts back to the complainant, who must rebut the utility's evidence by a preponderance of the evidence. The burden of going forward with the evidence may shift from one party to another, but the burden of proof never shifts; it always remains on a complainant. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001); *see also*, *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982).
6. The decision of the Commission must be supported by substantial evidence. 2 Pa.C.S. § 704.

7. "Substantial evidence" is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. 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. Co. 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 1961); and *Murphy v. Pa. Dep't of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

8. Utility companies are required to provide reasonable service. 66 Pa.C.S. § 1501.

9. Section 1501 of Title 66 of the Public Utility Code does not require utility companies to provide perfect service. *Elkin v. Bell Tel. Co. of Pa.*, 372 A.2d 1203 (Pa. Super 1987); 66 Pa.C.S. § 1501.

10. PECO provided reasonable service consistent with Section 1501 of Title 66 of the Public Utility Code. 66 Pa.C.S. § 1501.

11. The Complainant failed to satisfy his burden of demonstrating that PECO has violated the Public Utility Code, a Commission order or regulation or a Commission-approved tariff. 66 Pa.C.S. § 332(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint filed by Darren Miller, Jr. in *Darren Miller, Jr. v. PECO Power Company*, at docket number C-2022-3035125 is dismissed.

