

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Edrie Fields	:	
	:	
v.	:	C-2025-3055095
	:	
PECO Energy Company	:	

INITIAL DECISION

Before
Steven K. Haas
Administrative Law Judge

A customer of an 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 Bills of Exchange 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 May 7, 2025, Edrie Fields (Complainant or Mr. Fields) filed a formal Complaint (Complaint) against PECO Energy Company (PECO) in which he alleged that PECO failed to properly credit his account for payments he made by tendering Bills of Exchange. Complainant avers he has a lawful right to discharge public debts using Bills of Exchange as provided under the Uniform Commercial Code and other applicable laws.

On May 30, 2025, PECO filed an Answer in which it averred the company only accepts cash, personal checks, money orders, cashier's checks or payments by credit or debit cards in payment of utility accounts. PECO requests that the Complaint be dismissed.

By hearing notice dated June 9, 2025, this matter was assigned to me and scheduled for a telephonic hearing on July 29, 2025. The hearing was held as scheduled. The Complainant appeared *pro se* and testified on behalf of himself. He presented five exhibits which were admitted into the record without objection. Khadijah Scott, Esquire, appeared on behalf of PECO and presented the testimony of one witness who sponsored three exhibits, all of which were admitted into the record. The hearing generated a transcript of 47 pages. The record was closed on August 20, 2025, upon my receipt of the transcript.

FINDINGS OF FACT

1. The Complainant in this proceeding is Edrie Fields.
2. The Respondent in this proceeding is PECO Energy Company.
3. The service address to which the electric service at issue in this proceeding is provided is 747 Diamond Avenue, Coatesville, PA. Tr. 14.
4. Mr. Fields would like to pay his PECO bills by tendering Bills of Exchange. Tr. 15.
5. PECO does not accept Bills of Exchange as a valid form of payment. Tr. 34.

6. PECO accepts credit cards, debit cards, cash, money orders, personal checks and certified cashier's checks as valid forms of payment from customers for electric service. Tr. 33.

7. PECO does not contact customers to notify them if a form of payment tendered by the customer is not acceptable to the company. Tr. 34.

8. As of the date of the hearing the balance on the Complainant's PECO account was \$5,873.14. Tr. 36; PECO Ex. 3.

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.¹ A person seeking affirmative relief from the Commission has the burden of proof.²

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 Code or Commission regulations.³ Here, he must establish that PECO's policy of only accepting certain enumerated methods of payment is unreasonable within the meaning of the Code or the

¹ 66 Pa.C.S. § 701.

² 66 Pa.C.S. § 332(a).

³ *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950); *Feinstein v. Philadelphia Suburban Water Company*, 50 Pa. P.U.C. 300 (1976).

Commission's 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 by the Code 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.^[4]

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 reliable service.⁵ Further, 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.^[6]

⁴ 66 Pa.C.S. § 1501.

⁵ *W. Penn Power Co. v. Pa. Pub. Util. Comm'n*, 478 A.2d 947, 949 (Pa. Cmwlth. 1984).

⁶ *Re Metro. Edison Co.*, 80 Pa. P.U.C. 663, 672 (1993).

Thus, the test to determine the adequacy of a utility's service and facilities is that of reasonableness.⁷

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..."⁸ The regulation also notes that payment "in any reasonable manner includes payment by personal check."⁹ PECO's tariff 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."¹⁰

The gravamen of Mr. Fields' written Complaint is that PECO should accept Bills of Exchange as a valid form of payment. He states in his Complaint, "PECO has received but refused to acknowledge my Bills of Exchange as lawful tender of payment, which I submitted via Certified Mail." Complaint, p. 2. He further states, by way of relief, "I respectfully request that PECO recognize my lawful right to discharge or set off public debts using Bills of Exchange, as provided under the Uniform Commercial Code and applicable law and statutes." Complaint, p. 3. He claims that this mode of payment is an acceptable "negotiable instrument" as defined by the Uniform Commercial Code. In his view, PECO is unlawfully demanding specific forms of payment.

⁷ *Scherich v. Verizon Pa. Inc.*, Docket No. C-2008-2061244 (Final Order Jan. 28, 2010).

⁸ 52 Pa. Code § 56.94 (1).

⁹ 52 Pa. Code § 56.94 (2).

¹⁰ PECO Tariff Rule 17.3.

The Commission has held that it does not have jurisdiction to interpret the Uniform Commercial Code to determine the negotiability of instruments.¹¹ However, even if Bills of Exchange were properly negotiable debt instruments 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 cashier's checks, money orders, personal checks, credit cards and debit cards. Tr. 33. He testified that PECO does not accept Bills of Exchange as payment. Tr. 34.

Having addressed the allegation raised in Mr. Fields' written Complaint, I note here that the concern emphasized by him during the hearing was not that PECO refuses to accept Bills of Exchange as payment but, rather, that PECO did not proactively notify him, upon receipt of his attempted payment, that the company does not accept Bills of Exchange as a valid form of payment. He testified that his attempted payment submission included a notation to PECO requesting that the company notify him within five business days after receipt if there were any problems processing the instrument. Tr. 15. In response to this allegation, PECO's witness testified, as noted above, that the company does not contact customers if a form of payment tendered by the customer is not acceptable. Tr. 34. I do not find that PECO's failure to contact Mr. Edrie to inform him that a Bill of Exchange is not an acceptable form of payment constituted unreasonable service. It appears clear that Mr. Edrie himself was uncertain whether his Bill of Exchange would be accepted by PECO, since he made a notation on his submission requesting that the company notify him if there were any problems with the form of payment. He could have contacted PECO prior to submitting the Bill of Exchange to ask if it is an acceptable form of payment. Additionally, he should have, or at least could have, noticed on his next bill after submitting a Bill of Exchange that the

¹¹ *Alkhatib v. PECO Energy Co.*, Docket No. C-2011-2242125 (Opinion and Order entered Jan. 12, 2012); *Coppedge v. PECO Energy Co.*, Docket No. F-2009-2135893 (Opinion and Order entered Aug. 3, 2010).

payment was not credited and contacted the company to discuss the issue. I simply do not find that PECO's failure to contact Mr. Edrie to inform him that a Bill of Exchange is not an acceptable form of payment constitutes unreasonable service.

The Complainant has failed to meet his burden of proving that PECO violated the Public Utility Code, a Commission regulation or order, or a provision in the company's tariff. Therefore, his Complaint is dismissed.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over this dispute. 66 Pa.C.S. § 701.
2. The Commission may not sustain a complaint pursuant to 66 Pa.C.S. § 1501 unless it finds that a utility has violated a duty to render reasonable and reliable service. *W. Penn Power Co. v. Pa. Pub. Util. Comm'n*, 478 A.2d 947 (Pa. Cmwlth. 1984).
3. The Commission does not have jurisdiction to determine the negotiability of instruments. *Alkhatib v. PECO Energy Co.*, Docket No. C-2011-2242125 (Opinion and Order entered Jan. 12, 2012).
4. The Complainant failed to prove that PECO's policy of only accepting certain types of payment for electricity service, or its failure to contact him to inform him that a particular form of payment is not acceptable, was unreasonable or in violation of the Public Utility Code or the Commission's regulations.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the formal Complaint of Edrie Fields in Edrie Fields v. PECO Energy Company at Docket No. C-2025-3055095 is dismissed.
2. That the Secretary shall mark this docket closed.

Date: November 17, 2025

/s/
Steven K. Haas
Administrative Law Judge