

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120**

Public Meeting held January 29, 2026

Commissioners Present:

Stephen M. DeFrank, Chairman
Kimberly Barrow, Vice Chair
Kathryn Zerfuss
John F. Coleman, Jr.
Ralph V. Yanora

Edrie Fields

C-2025-3055095

v.

PECO Energy Company

OPINION AND ORDER

BY THE COMMISSION:

Before the Pennsylvania Public Utility Commission (Commission) for consideration and disposition are the Exceptions filed by Edrie Fields (Mr. Fields or the Complainant) on December 2, 2025, to the Initial Decision (I.D.) of Administrative Law Judge (ALJ) Steven K. Haas, issued by the Commission on November 17, 2025, in the above-captioned matter. PECO Energy Company (PECO or the Company) filed Replies to Exceptions on December 11, 2025.

In his Initial Decision, ALJ Haas dismissed the Formal Complaint (Complaint) filed by Mr. Fields on May 12, 2025, based upon his finding that the

Complainant did not carry his burden of proving that PECO violated the Public Utility Code (Code), a Commission Regulation or order, or a provision in the Company's tariff. I.D. at 7. For the reasons discussed below, we shall deny the Complainant's Exceptions, adopt the Initial Decision of ALJ Haas, and dismiss the Complaint, consistent with this Opinion and Order.

I. History of Proceeding

This matter involves the instant Complaint of Mr. Fields, filed on May 12, 2025.¹ In the Complaint, Mr. Fields alleged, *inter alia*, that PECO: (1) was threatening to shut off service or had already shut off his electric service; and (2) failed to properly process a Bill of Exchange as tender of payment. Complaint at 2. As relief, Mr. Fields requested that PECO: (1) recognize his lawful right to discharge or set off public debts using Bills of Exchange, as provided under the Uniform Commercial Code (UCC)² and applicable law and statutes; (2) accept and apply the submitted instrument as payment toward the billing statements he has received; and (3) immediately rescind the Company's threats to disconnect his service. *Id.* at 3.

On May 30, 2025, PECO filed an Answer to the Complaint denying the material allegations raised in the Complaint. In its Answer, PECO, *inter alia*, asserted that: (1) the Complainant had not made any payments since establishing the PECO account in February 2024; (2) the Complainant had an outstanding account balance of \$5,524.24; and (3) per its Commission-approved tariff, the Company only accepts cash,

¹ Consistent with our Regulation at 52 Pa. Code § 1.11, *Date of filing*, the filing dates for each document referenced in this Opinion and Order are the dates that the Commission's Secretary's Bureau received the document. 52 Pa. Code § 1.11(a)(1). Although the Initial Decision indicates that the Complaint was filed on May 7, 2025, the Complaint was not received by the Secretary's Bureau until May 12, 2025.

² The Complainant appears to be generally referencing 13 Pa.C.S. §1101, *et seq.*, which is cited as the UCC. 13 Pa.C.S. §1101 *et seq.*

certified checks, money orders, and valid bank checks in payment of utility account.³
Answer at 1-2.

An Initial Telephonic Hearing Notice was issued in this case on June 9, 2025, which, *inter alia*, established July 29, 2025 as the date for the telephonic hearing and indicated that ALJ Haas would preside. On June 10, 2025, ALJ Haas issued a *Prehearing Order for Telephone Hearing (Prehearing Order)* which established the process and procedures for the Initial Hearing. *Prehearing Order* at 1-6.

At the Initial Hearing on July 29, 2025, Mr. Fields appeared *pro se* and testified on his own behalf. Khadijah Scott, Esquire, appeared on behalf of the Company. PECO presented Ms. Wanda Rucker, a Senior Analyst, as the Company's witness. During the hearing, ALJ Haas admitted eight exhibits into the record, consisting of Complainant's Exhibits R, E, O, S, and P⁴ as well as PECO Gas Exhibits 1 through 3.⁵ Tr. at 26; 39. At the conclusion of the Initial Hearing, the Parties provided closing statements in lieu of submitting briefs. Tr. at 40-44.

On November 17, 2025, the Commission issued ALJ Haas' Initial Decision, wherein he determined that the Complainant failed to carry the burden of

³ See PECO Tariff Electric PA. P.U.C. No. 8 at First Revised Page No. 27 (effective September 1, 2025).

⁴ The Complainant's five admitted exhibits include the following: (1) Exhibit R: 10-day Shutoff Notice dated 3/20/25; (2) Exhibit E: Bill from PECO; Exhibit O: (3) Letter to PECO Billing Dept dated 4/03/25.; (4) Exhibit S: 10-day Shutoff Notice dated 4/11/25; and (5) Exhibit P: Letter to PECO Billing Dept dated 4/16/25. Tr. at 26.

⁵ PECO Gas' three admitted exhibits include the following: (1) Exhibit 1: Billing Account Activity for 2/8/24-7/31/25; (2) Exhibit 2: Financial History from Billing System for 2/08/24- 7/11/25; and (3) Exhibit 3: PECO monthly bill statement for 7/11/25. Tr. at 39.

proving that PECO violated the Code, a Commission Regulation or order, or a provision in the Company's tariff. I.D. at 7.

As previously noted, the Complainant filed Exceptions to the Initial Decision on December 2, 2025 and PECO filed Replies to Exceptions on December 11, 2025.

II. Discussion

A. Legal Standards

1. General Burden of Proof for Complaint Proceeding

As the party seeking affirmative relief from the Commission, the complainant in this case has the burden of proof. 66 Pa.C.S. § 332(a). The evidence necessary to meet that burden must be substantial. 2 Pa.C.S. § 704. "Substantial evidence" is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. *Consolidated Edison Company of New York v. National Labor Relations Board*, 305 U.S. 197, 229, 59 S.Ct. 206, 217. 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*, 413 A.2d 1037 (Pa. 1980).

To establish a sufficient case and satisfy the burden of proof, the complainant must show that the respondent utility 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). The offense must be a violation of the Code, a Commission Regulation or Order, or a violation of a Commission-approved tariff. 66 Pa.C.S. § 701. Such a showing must be by a "preponderance of the evidence." *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600 (Pa. Cmwlth. 1990), *alloc. denied*,

602 A.2d 863 (Pa. 1992). That is, the Complainant's evidence must be more convincing, by even the smallest amount, than that presented by the Respondent. *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950).

The burden of proof is comprised of two distinct burdens: (1) the burden of production; and, (2) the burden of persuasion. *Hurley v. Hurley* 754 A.2d 1283 (Pa. Super. 2000). The burden of production, also called the burden of going forward with the evidence, determines which party must come forward with evidence to support a particular claim or defense. *Scott and Linda Moore v. National Fuel Gas Distribution*, Docket No. C-2014-2458555 (Final Order entered August 15, 2015) (*Moore*). The burden of production goes to the legal sufficiency of a party's claim or affirmative defense. *See Id.* The burden of production may shift between the parties during a hearing. A complainant may establish a *prima facie* case with circumstantial evidence. *See Milkie v. Pa. PUC*, 768 A.2d 1217, 1220 (Pa. Cmwlth. 2001) (*Milkie*). If a complainant introduces sufficient evidence to establish legal sufficiency of the claim, also called a *prima facie* case, the burden of production shifts to the utility to rebut the complainant's evidence. *See Moore*.

If the utility introduces evidence sufficient to balance the evidence introduced by the complainant, that is, evidence of co-equal value or weight, the complainant's burden of proof has not been satisfied and the burden of going forward with the evidence shifts back to the complainant, who must provide some additional evidence favorable to the complainant's claim. *See Milkie*, 768 A.2d at 1220; *see also Burleson v. Pa. PUC*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983).

Having produced sufficient evidence to establish legal sufficiency of a claim, the party with the burden of proof must also carry the burden of persuasion to be entitled to a favorable ruling. *See Moore*. While the burden of production may shift back

and forth during a proceeding, the burden of persuasion never shifts; it always remains on a complainant as the party seeking affirmative relief from the Commission. *See Milkie*, 768 A.2d at 1220; *see also Riedel v. County of Allegheny*, 633 A.2d 1325, 1328, n.11 (Pa. Cmwlth. 1993); *see also Burlison*, 443 A.2d at 1375. It is entirely possible for a party to carry the burden of production but not be entitled to a favorable ruling because the party did not carry the burden of persuasion. *See Moore*. In determining whether a complainant has met the burden of persuasion, the fact-finder⁶ may engage in determinations of credibility, may accept or reject testimony of any witness in whole or in part, and may accept or reject inferences from the evidence. *See Moore* (citing *Suber v. Pennsylvania Com'n on Crime and Delinquency*, 885 A.2d 678, 682 (Pa. Cmwlth. 2005)).

2. Adequate, Efficient, Safe, and Reasonable Electric Service

The Code makes clear that a public utility has a duty to maintain adequate, efficient, safe, and reasonable service and facilities and to make changes, alterations, and substitutions that are necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. Section 1501 of the Code provides, in pertinent part, as follows:

§ 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

⁶ In formal complaint proceedings, the Commission, not the ALJ, is the ultimate fact-finder; it weighs the evidence and resolves conflicts in testimony. When reviewing the initial decision of an ALJ, the Commission has all the powers that it would have had in making the initial decision except as to any limits that it may impose by notice or by rule. *Milkie*, 768 A.2d at 1220, n. 7 (citing, *inter alia*, 66 Pa.C.S. § 335(a)).

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. Subject to the provisions of this part and the regulations or orders of the commission, every public utility may have reasonable rules and regulations governing the conditions under which it shall be required to render service.

66 Pa.C.S. § 1501.

Section 102 of the Code, defines “service” as:

Used in its broadest and most inclusive sense, 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

66 Pa.C.S. § 102. A utility’s “service” is not merely confined to the distribution of utility service, but also includes “any and all acts” related to that function. *West Penn Power Co. v. Pa. PUC*, 578 A.2d 75 (Pa. Cmwlth. 1990). Accordingly, a utility’s billing practices are included within the scope of reasonable service.

B. Initial Decision

In the Initial Decision, ALJ Haas made eight Findings of Fact and reached four Conclusions of Law. I.D. at 2-3; 7. 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.

Ultimately, ALJ Haas determined that the Complainant failed to carry his burden of proving that PECO violated the Code, a Commission Regulation or order, or a provision in the Company's tariff. Accordingly, the ALJ recommended that the Complaint be dismissed. I.D. at 7.

In reaching his determination, the ALJ rejected the Complainant's claim that PECO was unlawfully demanding specific forms of payment by limiting the Company's acceptable payments methods to the following: cash, certified cashier's checks, money orders, personal checks, credit cards and debit cards. I.D. at 5-6 (citing Tr. at 33). The ALJ acknowledged that the Commission has previously held that it does not have jurisdiction to interpret the UCC to determine the negotiability of instruments. I.D. at 6 (citing *Alkhatib v. PECO Energy Co.*, Docket No. C-2011-2242125 (Opinion and Order entered January 12, 2012)(*Alkhatib*); *Coppedge v. PECO Energy Co.*, Docket No. F-2009-2135893 (Opinion and Order entered August 3, 2010) (*Coppedge 2010*)). Additionally, the ALJ indicated that there is neither language in applicable regulations, nor in PECO's tariff which requires the Company to accept *all* forms of payment. I.D. at 6.

Additionally, the ALJ considered and rejected the Complainant's arguments that PECO failed to proactively notify him, upon receipt of his attempted account payment by Bill of Exchange, that the Company does not accept Bills of Exchange as a valid form of payment. I.D. at 6. The ALJ acknowledged the Complainant's testimony that his attempted payment submission to PECO included a notation to the Company requesting that the Company notify him within five business days after receipt if there were any problems processing the instrument. *Id.* (citing Tr. at 15). In response, the ALJ noted, PECO's witness, Ms. Rucker, testified that the Company does not contact a customer if the form of payment tendered by the customer is unacceptable. I.D. at 6 (citing Tr. at 34).

After considering the testimony and evidence, the ALJ indicated that he simply could not find that PECO's failure to contact the Complainant to inform him that a Bill of Exchange was not an acceptable form of payment constituted unreasonable service. I.D. at 7. The ALJ explained that by making the notation on his submission requesting that PECO notify him whether his Bill of Exchange would be accepted, it appeared that the Complainant was himself uncertain of whether the Bill of Exchange would be accepted as payment. The ALJ reasoned that prior to submitting the Bill of Exchange to PECO, the Complainant could have contacted the Company to ask whether this was an acceptable form of payment. *Id.* at 6. Moreover, the ALJ opined, the Complainant should have, or at least, could have, noticed that the Bill of Exchange was not credited as a payment on subsequent PECO bills, and thereafter contacted the Company to discuss the issue. *Id.* at 6-7. Accordingly, the ALJ found no basis to sustain the Complaint, and he concluded that the Complainant failed to carry his burden of proving that PECO violated the Code, a Commission Regulation or order, or a provision in the Company's tariff. I.D. at 7.

C. Exceptions and Replies to Exceptions

1. Exceptions

As an initial matter, we note that the Complainant's Exceptions do not conform to Section 5.533(b) of our Regulations, which requires, *inter alia*, that each exception identify the finding of fact or conclusion of law to which the exception is taken and cite relevant pages of the decision.⁷ 52 Pa. Code § 5.533(b). Nevertheless, because

⁷ The averments included in the Complainant's Exceptions neither identify the findings of fact or conclusions of law to which the Complainant excepts, nor reference any applicable page numbers of the Initial Decision. For purposes of our review, we will summarize and consider the Complainant's arguments raised in the context of Exceptions numbered one (1) through five (5).

the Complainant is appearing *pro se*, we will exercise our discretion to consider the merits of the Exceptions, as filed, pursuant to Section 1.2(a) of our Regulations.

At the outset of his Exceptions, the Complainant generally asserts that PECO's internal policies prevented the Company's employees from properly evaluating lawful submissions and responding appropriately, thereby resulting in unreasonable service and adverse actions that are contrary to the Code and the Commission's Regulations.⁸ Exc. at 1. The Complainant thereafter excepts the Initial Decision on the following five grounds: (1) the ALJ failed to apply the Commission's jurisdiction correctly; (2) PECO's policy prohibits employees from acting consistently with the law; (3) PECO did not conduct a reasonable investigation of his submissions; (4) PECO's rigid policy is unreasonable; and (5) PECO's failure to respond resulted in improper charges and termination notices. *Id.* at 1-5. In summary, the Complainant contends that his Exceptions are submitted to correct factual and legal errors in the Initial Decision. *Id.* at 1.

In his first Exception, the Complainant argues that the Commission can decide whether PECO acted reasonably under Section 1501 of the Code without ruling on instrument negotiability. Exc. at 2 (citing 66 Pa.C.S. § 1501). According to the Complainant, the issue of whether PECO acted reasonably and followed the Code and the Commission's Regulations when handling the submission of tender is squarely within the Commission's jurisdiction. Moreover, the Complainant contends, PECO's witness, Ms. Rucker, indicated that PECO relied on internal policy, not statute or regulation, when

⁸ We note that the Complainant requests relief by asking the Commission to: (1) Order PECO to zero the balance on his account; (2) reverse or modify the Initial Decision; (3) find that PECO's rigid policies constitute unreasonable service under 66 Pa.C.S. § 1501; (4) prohibit PECO from engaging in termination or collection actions; (5) require PECO to conduct a full, lawful review of his submissions in accordance with 52 Pa. Code §§ 56.141–56.163; and (6) grant any additional relief that the Commission deems just and necessary. Exc. at 5.

deciding how to treat his submissions. The Complainant avers that the ALJ erred by focusing on negotiability instead of evaluating PECO's actions against the Commission's standards, and that the error should be corrected. Exc. at 2.

In support of his second, third and fourth Exceptions, which are substantially similar, the Complainant avers that PECO's internal policies regarding customer submissions constitute unreasonable service. First, the Complainant asserts that at the hearing, PECO's witness confirmed that "employees are required to follow internal policy and are not authorized to act contrary to that policy, [not even if] customers reference applicable law, preventing a proper response to submissions." Exc. at 2. According to the Complainant, the testimony of PECO's witness is an admission that demonstrates that PECO's rigid policies can prevent employees from addressing submissions or evaluating lawful tender in accordance with applicable law, and the ALJ erred by failing to acknowledge that testimony and its impact on the reasonableness of PECO's customer service practices. *Id.* at 2-3. The Complainant further contends that PECO's policy prevents the Company's employees from reviewing customer correspondence, considering the substance of a submission, exercising judgment, or escalating issues for proper review. *Id.* at 3-4. Moreover, the Complainant argues, PECO's policy allows the Company to ignore or selectively apply statutory requirements, which denies customers a fair and consistent standard. The Complainant also alleges that the ALJ erred in ignoring that PECO's policy has resulted in ignored submissions, issuance of termination notices, and allowed charges and late fees to accrue, contrary to the Commission's Regulations. *Id.* at 4 (citing 52 Pa. Code §§ 56.140, 56.141, and 56.151).

Additionally, the Complainant argues that the ALJ failed to address testimony demonstrating that PECO failed to conduct a reasonable investigation into his submissions as required. According to the Complainant, the Commission's Regulations require a utility to examine a customer's submissions and give a clear explanation of its

decision. Exc. at 3 (citing 52 Pa. Code §§ 56.141–56.163). In support of his claims, the Complainant points to the testimony of PECO’s witness, Ms. Rucker, and he indicates that the witness testified that employees: (1) are limited to internal policy when handling all customer submissions; (2) cannot review or consider documents outside that policy; and (3) cannot evaluate or respond to statutory reference or instructions sent by a customer. Next, the Complainant contends that the referenced testimony means that PECO did not review the information he sent, did not investigate anything he sent individually, and did not consider submissions beyond the limits of internal policy. The Complainant avers that PECO’s conduct falls short of what the Commission’s Regulations require. Exc. at 3.

In his fifth and final Exception, the Complainant contends that the Commission failed to consider evidence demonstrating that PECO received but ignored his instructions to contact him within five days if there were any problems with his submission of negotiable instruments. Exc. at 4-5. The Complainant also disputes PECO’s claims that he failed to make any account payments, as he maintains that he can prove that PECO received his properly tendered instruments, but the Company refused to accept them as payment. *Id.* at 4. On this basis, the Complainant argues that PECO wrongly issues termination notices and allowed charges and late fees to accrue, as “[u]nder 52 Pa. Code § 56.151, a utility cannot take adverse action while a customer’s submission is pending.” *Id.* at 4-5 (citing 52 Pa. Code § 56.151). The Complainant concludes by asserting that had the Commission considered the evidence, he would have sought declaratory relief of summary judgment to show that PECO acted unreasonably and mishandled his submissions. Exc. at 5.

2. Replies

In reply to the Complainant’s Exceptions, PECO contends that the Complainant’s challenge to the Company’s internal policies regarding tender of payment

and his assertion that the Company violated the Commission's Regulations are without merit. R. Exc. at 3. PECO also asserts that ALJ Haas' Initial Decision is well-reasoned and is amply supported by the law, as the Complainant has failed to prove that the Company violated any statute, regulation or law. *Id.* at 4. According to PECO, the Company only accepts cash, certified checks, money orders, and valid bank checks in payment of utility accounts. PECO further clarifies that the Company accepts Visa, MasterCard, Discover, Star, Pulse, NYCE, Accel, cash, money orders, or personal checks to pay for utility bills, and that all payments made in these formats have been credited to the Complainant's account. PECO maintains that the Company "will not apply as credit to any customer account non-negotiable documents, sight drafts, 1040 Forms, Acceptance for Value, UCC Certified Tender of Payments, Promissory Notes or other UCC documents." *Id.* at 3.

In further support of its position, PECO asserts that the issue of acceptable payments has already been decided in *Coppedge v. PECO*, whereby the Commission determined 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." R. Exc. at 3 (citing *Coppedge v. PECO*, Docket No. F-2014-2406180, [at 12 (Opinion and Order entered January 29, 2015)] (*Coppedge 2015*)). In conclusion, PECO submits that the Complainant's Exceptions should be dismissed. R. Exc. at 3-4.

D. Disposition

We advise the Parties that any issue or argument that we do not specifically address 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. *Consl. Rail Corp. v. Pa. PUC*,

625 A.2d 741 (Pa. Cmwlth. 1993); *see also, generally, Univ. of Pa. v. Pa. PUC*, 485 A.2d 1217 (Pa. Cmwlth. 1984).⁹

In this case, we will adopt the ALJ's Initial Decision. We agree with the ALJ's determination that the Complainant failed to carry his burden of proving that PECO violated the Code, a Commission regulation or order, or a provision in the Company's tariff. *See* I.D. at 7.

1. Complainant's Exception No. 1

First, we will deny the Complainant's Exception No. 1. Our review indicates that contrary to the Complainant's claims, the ALJ's Initial Decision is consistent with the Commission's jurisdictional authority. *See* Exc. at 2 (citing 66 Pa.C.S. §§ 701, 1501). Section 701 of the Code, 66 Pa.C.S. § 701, authorizes the Commission to hear complaints regarding any law which the Commission has jurisdiction to administer, or of any Commission Regulation or Order. Section 1501 of the Code, 66 Pa.C.S. § 1501, provides the basis for the Commission's subject matter jurisdiction, ensuring the adequacy, efficiency, safety, and reasonableness of public utility services. The requirement to render reasonable service applies to all aspects of a utility's service to customers, and a utility's response to customer complaints must be reasonable and adequate. *Thurby v. W. Penn Power Co.*, Docket No. C-2011-2254048 (Final Order entered April 4, 2013). The test to determine the adequacy of both a utility's service and facilities and the adequacy of a utility's response to customer service

⁹ *See also, Metropolitan Edison Co. v. Pa. PUC*, 22 A.3d 353 (Pa. Cmwlth. 2011), *appeal denied*, 22 A.3d 353 (Pa. 2012) (citing *Wheeling & Lake Erie Railway Company v. Pa. PUC*, 778 A.2d 785, 794 (Pa. Cmwlth. 2001) for the proposition that the Commission is not required to expressly consider all of the arguments set forth by the parties in its Order).

complaints is that of reasonableness. *Scherich v. Verizon Pa. Inc.*, Docket No. C-2008-2061244 (Final Order entered January 28, 2010).

Significantly, we note that although the Complainant did not allege that PECO unreasonably served him in violation of Section 1501 of the Code until the exceptions phase of this case, the ALJ nevertheless holistically considered the Commission's jurisdiction over PECO's service obligations in his Initial Decision. *See* Exc. at 1-2 (citing 66 Pa.C.S. §1501; I.D. at 4-7). Indeed, the crux of Mr. Fields' Complaint is that PECO refused to accept his Bills of Exchange as lawful tender, and the relief he sought was that PECO be required to accept and apply the Bills of Exchange he submitted as payment towards his bills. Complaint at 2-3.¹⁰ Nevertheless, the ALJ, in his Initial Decision, aptly considered PECO's obligation to provide Mr. Fields with reasonable and reliable service as required by Section 1501. I.D. at 4-7.

Ultimately, the ALJ did not find that PECO's failure to contact the Complainant to inform him that a Bill of Exchange is not an acceptable form of payment constituted unreasonable service. I.D. at 7. In reaching his determination, the ALJ considered the facts that the Complainant's notation on the Bill of Exchange clearly contemplated that PECO may not accept it as payment. *Id.* at 6. Additionally, the ALJ considered that the balance on the Complainant's monthly bills served as notification that PECO rejected the Bill of Exchange as an unacceptable form of payment. *Id.* In his Exceptions, the Complainant neither acknowledges nor disputes the ALJ's reasoning in determining that PECO did not violate its duty to provide him with reasonable service. Accordingly, while we agree with the Complainant that the Commission need not rule on

¹⁰ We note that while in his Complaint, Mr. Fields asserts the UCC as an authority that would require PECO to honor his right to discharge or set off public debt using a Bill of Exchange, he does not assert the UCC in his Exceptions. Rather, his arguments in his Exceptions are predicated upon PECO's alleged "unreasonable service and adverse action contrary to the Public Utility Code and Commission regulations." *See* Complaint at 3; Exc. at 1.

instrument negotiability to determine whether PECO provided him with reasonable service, we conclude that the ALJ appropriately considered and resolved the issue of whether PECO violated its service obligations. *See* Exc. at 1-2 (citing 66 Pa.C.S. §1501); I.D. at 4-7. We will therefore deny the Complainant’s Exception No. 1.

2. Complainant’s Exception Nos. 2, 3, and 4

Next, we will simultaneously reject the Complainant’s Exception Nos. 2, 3, and 4, which are interrelated in their allegations regarding PECO’s policies preventing employees from acting consistently with the law, reviewing customer submissions, and providing reasonable service. *See* Exc. at 2-4. The Complainant argues, *inter alia*, that the ALJ did not acknowledge the testimony of PECO’s witness, Ms. Rucker, which he claims demonstrates that PECO’s rigid policies can prevent employees from addressing submissions or evaluating lawful tender in accordance with applicable law. Exc. at 2-3. We disagree with the Complainant’s characterization of Ms. Rucker’s testimony, and we do not find that it supports a determination that PECO unreasonably served the Complainant.

Specifically, our review of the record indicates that Ms. Rucker testified that PECO does not accept bills of exchange as payment for its accounts. Tr. at 34. Ms. Rucker also testified that the Company only accepts credit cards, debit cards, cash, money orders, personal checks, and certified cashier checks as payment. *Id.* at 35. The Complainant asked Ms. Rucker whether PECO taught her how to “know and fully understand the law behind the billing process” or whether the Company taught her “to know and understand the policy behind PECO’s billing process.” *Id.* at 37-38. Ms. Rucker answered that PECO taught her “[the] policy behind PECO’s billing process” and she also testified that she was not familiar with Title 13 of Pennsylvania’s Consolidated Statutes that governs negotiable instruments. *Id.* at 38. We do not find Ms. Rucker’s testimony to be indicative of any PECO policy that violates the Code, a

Commission Regulation or order, or a provision in the Company's tariff. There is no requirement that PECO representatives evaluate legal arguments or positions in order to reasonably serve customers.¹¹

Likewise, we find no basis in, and therefore reject, the Complainant's claims that PECO provided him with unreasonable service because the Company's internal policy stops employees from doing the following: (1) reviewing customer correspondence; (2) considering the substance of a submission; (3) exercising judgment; or (4) escalating issues for proper review. *See* Exc. at 3-4. In his Exceptions, the Complainant argues that PECO's policy allows the Company to "ignore or selectively apply statutory requirements, which denied customers a fair and consistent standard." *See Id.* at 4. We disagree. On the contrary, we find that in rejecting the Complainant's Bill of Exchange as payment, PECO consistently applied the Company's policy to accept only the following forms of payment for their accounts: credit cards, debit cards, cash, money orders, personal checks, and certified cashier checks as payment. Tr. at 35. As we explained, *supra*, PECO's employees may not be required to evaluate statutory requirements upon customers' requests; however, we also find that requiring PECO's employees to "exercise judgment" by performing subjective *ad hoc* assessments of all customer submissions could constitute unreasonable service by producing inconsistent standards and determinations for PECO's customers. Additionally, we find no record support for the Complainant's claim that PECO's policy prohibits the Company's employees from escalating issues for proper review.

¹¹ Moreover, to the extent that the Complainant argues that PECO's employees have a duty to provide legal analysis and policy determinations by evaluating statutes, including the UCC, or other legal authorities upon customers' request, we reject that argument. Significantly, we note that Pennsylvania law bars the unauthorized practice of law and prescribes criminal penalties for those who engage in such practice; therefore, PECO's non-lawyer employees may not provide legal analysis and make determinations regarding "lawful tender" upon customers' request. *See* 42 Pa.C.S § 2524 (*Penalty for unauthorized practice of law*).

Finally, we find no support for the Complainant’s allegations that as a result of ignoring his submissions, PECO improperly issued termination notices and allowed charges and late fees to accrue. *See* Exc. at 4 (citing 52 Pa. Code §§ 56.140, 56.141, and 56.151). We note that each of the Commission’s Regulations cited by the Complainant are predicated upon the Complainant waiting for PECO’s follow-up response to his “initial inquiry” to the Company¹² and we do not find that the Bill of Exchange correspondence that the Complainant submitted to PECO constitutes an “initial inquiry” within the meaning of our Regulations. *See* Complainant Exh. O at 1-2; Complainant Exh. P at 1-2. An initial inquiry is defined as “[a] concern or question of an applicant, customer or occupant about a public utility’s application of a provision covered by this chapter [Chapter 56: Standards and Billing Practices for Residential Utility Service]” which include, *inter alia*, “subjects such as credit determinations, deposit requirements, the accuracy of meter readings or bill amounts or the proper party to be charged.” 52 Pa. Code § 56.2.¹³

In this case, we do not find that the Complainant’s assertion of a right to pay his PECO bill through remittance of an instrument operates as a concern or question about PECO’s application of Chapter 56 Standards and Billing Practices. Our Regulations at Chapter 56, 52 Pa. Code § 56.1 *et seq.*, do not require utilities to accept

¹² Under the Commission’s Regulation at 52 Pa. Code § 56.140, if the Complainant made an “informal inquiry,” it would prohibit the Company from terminating or threatening to terminate the Complainant’s service “for the subject matter relating to the inquiry in question” and “until the follow-up response and, when applicable, subsequent dispute resolution is completed by the public utility.” 52 Pa. Code § 56.140.

¹³ If, after a customer makes an “initial inquiry”, the public utility, with the consent of the customer, offers to review pertinent records and call the customer back with a response within 3 business days, then “the contact will be considered an initial inquiry pending a [the customer’s] determination of satisfaction” with the company’s response. 52 Pa. Code § 56.2.

payments in the form purportedly remitted by the Complainant.¹⁴ Furthermore, PECO did not offer to review the Complainant's purported payments and to call the Complainant back with a response within 3 business days as necessary to establish the Complainant's correspondence as initial inquiries. Accordingly, the Complainant did not raise an informal inquiry and PECO had no corresponding prohibitions against commencing the termination process or threatening to terminate the Complainant's service for non-payment. In sum, we find the Complainant's Exception Nos. 2, 3 and 4 to be without merit.

3. Complainant's Exception No. 5

Finally, we will deny the Complainant's fifth Exception because we disagree that PECO's failure to respond to the Complainant's submissions resulted in improper charges and termination notices. *See* Exc. at 4. The Complainant argues that PECO improperly ignored the instructions on his submissions, which directed the Company to contact him within five business days "if there were any problems" with his submission of negotiable instruments. As we explained, *supra*, the Complainant's submissions did not constitute an "initial inquiry"; accordingly, PECO was not obligated to issue a response to the Complainant's submission, nor was the Company estopped from assessing charges and late fees when properly calculated and applicable, or from initiating the process for service termination. Although the Complainant now also invokes the Commission's Regulation at 52 Pa. Code § 56.151 to support his claim that PECO cannot take adverse action against him while his submission is pending, we

¹⁴ Although 52 Pa. Code § 56.94 does not specifically address the forms of payment which a utility is required to accept from a customer as payment for services rendered, as it relates to termination of service, this Regulation does provide that a customer may avoid termination if payment in full is tendered in any "reasonable manner." 52 Pa. Code § 56.94(2). The decision as to the reasonableness of the Complainant's method of payment is within the Commission's authority. *See Alkhatib* at 7.

similarly disagree with that assertion as well. *See* Exc. at 4-5 (citing 52 Pa. Code § 56.151). While our Regulation at 52 Pa. Code § 56.151 requires utilities to, *inter alia*, refrain from issuing a termination notice when a “dispute”¹⁵ has been initiated, we do not find that the Complainant’s submission of Bills of Exchange constituted a dispute within the meaning of Chapter 56 of our Regulations. *See* 52 Pa. Code § 56.151; 52 Pa. Code § 56.2.

Although the Complainant asserts that PECO refused to accept properly tendered instruments, as recognized by the ALJ, the Commission has previously held that it does not have jurisdiction to interpret the UCC to determine the negotiability of instruments. *See* I.D. at 6 (citing *Alkhatib; Coppedge 2010*). Additionally, we agree with the ALJ and PECO that there is no language in applicable regulations nor PECO’s tariff which requires the Company to accept *all* forms of payment. I.D. at 6; R. Exc. at 3 (citing *Coppedge 2015*). We also note Ms. Rucker’s unrefuted testimony that PECO could not deposit the Complainant’s coupon slip for payment, and we do not find PECO’s determination to limit acceptable payment methods to be unreasonable. *See* Tr. at 34-35. Accordingly, we will deny the Complainant’s fifth Exception.

For the foregoing reasons, we shall deny the Complainant’s Exceptions, adopt the Initial Decision, and dismiss the Complaint.

¹⁵ A “dispute” is defined as “[a] grievance of an applicant, customer or occupant about a public utility's application of a provision covered by this chapter, including, but not limited to, subjects such as credit determinations, deposit requirements, the accuracy of meter readings or bill amounts or the proper party to be charged.” 52 Pa. Code §56.2.

III. Conclusion

Based upon our review of the ALJ's Initial Decision, and the Exceptions and Replies thereto, we shall deny Mr. Fields' Exceptions and adopt the ALJ's Initial Decision, consistent with this Opinion and Order; **THEREFORE,**

IT IS ORDERED:

1. That the Exceptions of Edrie Fields, filed on December 2, 2025, to the Initial Decision of Administrative Law Judge Steven K. Haas, issued on November 17, 2025, at Docket No. C-2025-3055095, are denied, consistent with this Opinion and Order.

2. That the Initial Decision of Administrative Law Judge Steven K. Haas, issued on November 17, 2025, at Docket No. C-2025-3055095, is adopted, consistent with this Opinion and Order.

3. That the Formal Complaint of Edrie Fields, filed on May 12, 2025, at Docket No. C-2025-3055095, is dismissed, consistent with this Opinion and Order.

4. That this proceeding shall be marked closed.

BY THE COMMISSION,

A handwritten signature in black ink, reading "Matthew L. Homsher". The signature is written in a cursive style with a large initial "M".

Matthew L. Homsher
Secretary

(SEAL)

ORDER ADOPTED: January 29, 2026

ORDER ENTERED: January 29, 2026