

Decision No. C24-0034

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

PROCEEDING NO. 23F-0170EG

PAUL HILTON,

COMPLAINANT,

V.

BLACK HILLS ENERGY,

RESPONDENT.

**COMMISSION DECISION DENYING EXCEPTIONS TO
RECOMMENDED DECISION NO. R23-0722**

Mailed Date: January 18, 2024
Adopted Date: December 6, 2023

TABLE OF CONTENTS

I. BY THE COMMISSION	2
A. Statement	2
B. Background.....	2
C. Complainant’s Exceptions to the Recommended Decision.....	10
D. Black Hills’ Response to Mr. Hilton’s Exceptions	11
E. Findings and Conclusions.....	16
II. ORDER.....	17
A. The Commission Orders That:	17
B. ADOPTED IN COMMISSIONERS’ WEEKLY MEETING December 6, 2023.....	18

I. BY THE COMMISSION**A. Statement**

1. This matter comes before the Commission for exceptions to Recommended Decision No. R23-0722 in Proceeding No. 23F-0170EG. The exceptions take issue with the decision of the Administrative Law Judge (ALJ) to dismiss the Complaint for failure to meet the required burden of proof necessary to sustain the underlying Complaint.

2. As discussed below, the Commission, upon considering the exceptions and underlying record as a whole, upholds the findings of facts and conclusions of the Recommended Decision to dismiss the Complaint filed by *pro se* Complainant, Mr. Paul Hilton (Complainant or Mr. Hilton), against Black Hills Energy (Black Hills or Respondent).

B. Background

3. On April 7, 2023, Mr. Hilton filed a formal Complaint against Black Hills. The Complaint generally makes several allegations as follows:

- (1) no gas has been used at the house located at 901 Maple Ave, Rocky Ford, CO 81067 since it was purchased by Complainant on November 22, 2021.
- (2) Complainant's bill balance is inaccurate.
- (3) Complainant never authorized the splitting of his Black Hill utility account into separate electric and gas accounts.
- (4) Complainant used \$1,631.00-worth of electricity, but paid over \$2,500.00 for the same.
- (5) On July 21, 2022, Complainant paid \$530.06, which was transferred to an account not owned by Complainant.
- (6) June 10, 2022, a balance of \$417.07 was improperly transferred to Complainant's account from an account not owned by Complainant.
- (7) on September 21, 2022, a balance of \$1,074.90 was improperly transferred to Complainant's account from an account not owned by Complainant.
- (8) On Mach 20, 2023, Complainant's electrical service was disconnected.
- (9) Complainant had never been late on his Black Hills utility bills.

- (10) and Complainant never authorized his participation in a budget billing plan and was charged a budget billing termination fee of \$906.
- (11) Complainant never applied for the Low-Income Home Energy Assistance Program (LHEAP).

4. By Decision No. R23-0244-I, issued April 11, 2023, Black Hills was prohibited from discontinuing utility service to Complainant pending the outcome of this proceeding.

1. Recommended Decision

a. Findings of Fact

5. ALJ Aviv Segev issued Recommended Decision R23-0722 on October 24, 2023. The ALJ's findings of fact were as set forth below.

6. Complainant purchased a home in Rocky Ford, Colorado on November 21, 2021. On December 1 and 6, 2021, Black Hills began providing electrical and natural gas services, respectively to Complainant at Complainant's home under Account Nos. 5846970986 and 641536939.¹

7. On December 6, 2021, Black Hills witness Mr. Patrick Medina, a Black Hills technician, turned on gas service at Complainant's home and checked the gas meter and for gas leaks.² Mr. Medina determined that the meter was in working condition and no leaks were detected.³ The technician tried but was unable to access the furnace at Complainant's home and therefore did not light its pilot light.⁴ In March 2022, Complainant installed a gas-operated wall furnace in his home.

¹ Hearing Exhibit Nos. 100, 103, 104, 106, 114 and 204.

² Hearing Exhibit No. 200.

³ *Id.*

⁴ *Id.*

8. Complainant was in arrears on his gas and electric bills. On September 16, 2022, Mr. Hilton called Black Hills.⁵ Black Hills' witness Ms. Springer testified that because Mr. Hilton was on Black Hills' Budget Billing Plan at the time his electrical service was due for a disconnection, no additional arrangements could have been made between Complainant and Black Hills to avoid the disconnection (other than fully paying the amount due to Black Hills). By splitting his gas and electric accounts, Complainant was provided the option of maintaining his gas service as is, and applying Black Hills' Budget Billing Plan, a payment arrangement plan, or Black Hills Energy Assistance Plan (BHEAP) towards Complainant's electrical bill, and thereby avoiding disconnection of service. Splitting the accounts also provided Complainant with a seemingly clearer way to track his usage, charges, and payments for each of the utility services provided to him by Black Hills. During this call, a Black Hills representative explained to Mr. Hilton that by splitting the gas and electric services into two separate accounts, Mr. Hilton could avoid disconnection of service.⁶ Mr. Hilton then authorized the splitting of his gas and electric services with Black Hills into two separate accounts.⁷

9. On September 21, 2022, Complainant's combined gas and electric account with Black Hills, (Account No. 5846970986), was split into two accounts, where Account No. 5846970986 represented the gas-only account and Account No. 641536939 represented the electric-only account.

10. As of September 21, 2022, the past due amount on Mr. Hilton's electrical service account (No. 641536939) was \$1,074.19. On September 21, 2022, consistent with Complainant's participation in Black Hills' Budget Billing Plan, \$1,074.19 was debited from Account No.

⁵ Hearing Exhibit No. 206

⁶ *Id.*

⁷ *Id.*

5846970986 and credited to Account No. 641536939, bringing the balance of Complainant's electrical service account to \$0.00. No disconnection of service took place at that time. However, as of March 20, 2023, the past due amount on Complainant's electrical service Account No. 641536939 was \$1,409.50⁸

11. On or about February 27, 2023, Black Hills sent to Mr. Hilton a disconnection notice due to Complainant's non-payment of his electrical service bill.⁹

12. On March 20, 2023, Black Hills shut off the electricity at Complainant's home due to Mr. Hilton's non-payment of his past due amount of \$906.50.¹⁰ On the same day, Complainant, paid Black Hills \$258.00¹¹ and his electrical service was restored. Of Mr. Hilton's \$258.00 payment, \$196.00 was applied towards Mr. Hilton's electrical bill balance, and \$62.00 was applied towards his payment deposit which was required by Black Hills, as a part of the reconnection process.¹² Complainant's payment of \$258.00 on March 20, 2023 posted to his account on the following day, March 21, 2023.¹³ This payment was the last payment Complainant remitted to Black Hills as of the date of the evidentiary hearing in this Proceeding.

13. Between March 20, 2023, and the date of the evidentiary hearing in this Proceeding, Complainant's home had uninterrupted gas and electric services.

14. Apparently, Complainant complained to Black Hills that he was being overcharged for gas service. As a result, On March 24, 2023, Black Hills witness Mr. John Nettik, a Black Hills technician, following a complaint by Mr. Hilton, inspected the gas system at Complainant's home

⁸ Hearing Exhibit No. 204 at 11, 15, and 19.

⁹ Hearing Exhibit No. 213.

¹⁰ Hearing Exhibit No. 204 at 11 and 19.

¹¹ *Id.* at 11 and 15.

¹² Hearing Exhibit No. 204 at 11 and 15.

¹³ *Id.*

to determine whether a properly working gas meter was installed¹⁴. After examining the gas meter at Complainant's home, Mr. Nettik determined that a properly working gas meter was installed at Complainant's home and Complainant's home had gas service.¹⁵ Mr. Nettik identified a gas-operated wall furnace at Complainant's home. Mr. Nettik noted that the thermostat was set to about 60 degrees and the pilot light of the wall furnace was lit. Mr. Nettik further noted that Complainant was concerned about the usage and price of Complainant's gas service.¹⁶

15. On April 5, 2023, Company witness Mr. Jonathan Buford, a Black Hills technician, following a complaint by Mr. Hilton, inspected the gas system at Complainant's home to determine whether there were any gas leaks.¹⁷ Mr. Buford determined that the gas meter at Complainant's home was working properly and did not identify any gas leaks. Mr. Buford did identify a gas-operated wall furnace with the pilot light lit. Mr. Buford noted that the thermostat at Complainant's home was set to approximately 65 degrees.

16. Black Hills' records, combined with the testimony of Company witnesses Messrs. Medina, Nettik, and Buford and Ms. Springer, show that between December 2021 and May 24, 2023, gas was regularly being consumed at Complainant's home, except during two time periods: one beginning on July 26, 2022 and ending on October 2022, and the other beginning on May 24, 2023 and ending on June 23, 2023.¹⁸

17. Hearing Exhibit No. 214, combined with the testimony of Company witness Ms. Springer, shows that between December 1, 2021, and June 26, 2023, electricity was regularly being consumed at Complainant's home in the amounts reflected in Hearing Exhibit No. 214.

¹⁴ Hearing Exhibit No. 201 at 2.

¹⁵ *Id.*

¹⁶ *Id.*

¹⁷ Hearing Exhibit No. 202.

¹⁸ Hearing Exhibit Nos. 200, 201, 202, 204 and 205.

18. Between December 1, 2021, and April 25, 2023, Black Hills billed Complainant a total of \$4,626.72 for gas and electric services.¹⁹ Complainant made payments on his accounts in a total amount of \$2,031.04.²⁰

19. Complainant's alleged payment of \$530.06 on July 21, 2022, is not a payment that was remitted by Complainant. Rather, this figure reflects the balance of Complainant's Energy Assistance funds less \$89.94 that was applied towards Complainant's gas utility balance.²¹ The remaining Energy Assistance funds balance of \$530.06 was appropriately applied towards Complainant's electrical utility balance.²²

20. The Energy Assistance payments, each in the amount of \$355.26, on November 30, 2023, and March 1, 2023, were appropriately applied by Black Hills to Complainant's Account No. 5846970986.²³

21. On January 6, 2022, despite Mr. Hilton's allegation that he never authorized budget billing, Complainant in fact enrolled through Black Hills website to Black Hills' Budget Billing Plan and the automatic withdrawal payment option.²⁴ Complainant was registered for LEAP assistance and BHEAP assistance. After receiving notice that Complainant was approved for LEAP benefits, on January 17, 2022, Black Hills sent Complainant a letter advising him that he was eligible for, and was enrolled into, BHEAP.²⁵ The letter stated that BHEAP participants are automatically enrolled in Black Hills's Budget Billing Plan, unless previously enrolled for the same, and awarded program credits to assist with utility payments.²⁶ The letter further states that

¹⁹ Hearing Exhibit No. 204.

²⁰ *Id.*

²¹ Hearing Exhibit No. 105.

²² *Id.*

²³ Hearing Exhibit No. 204 at 3, 7, 11 and 12.

²⁴ Hearing Exhibit No. 207.

²⁵ Hearing Exhibit No. 209.

²⁶ *Id.*

in order to remain eligible for BHEAP benefits, Complainant must pay his bill each month and will be removed as a BHEAP participant if service is disconnected.²⁷

22. On June 10, 2022, Black Hills transferred to Complainant's account a balance of \$417.07 for a utility bill that was not in Mr. Hilton's name after Black Hills had been unable to collect from the named account holder. Company witness Ms. Springer testified that the reason this balance was transferred to Complainant's account was because during the time in question, Complainant enjoyed the utility services in question as a roommate of the account holder. Ms. Springer further testified that, while its tariff allows it to impose such charge, Black Hills was nonetheless willing to waive the charge.²⁸ On July 20, 2023, Black Hills applied \$417.07 towards Complainant's gas utility account.²⁹

23. Despite Complainant's statements that he never enrolled in LEAP or BHEAP, on January 6, 2022, Complainant enrolled through Black Hills' website for its Budget Billing Plan and the automatic withdrawal payment option.³⁰ After Black Hills received notice that Complainant was approved for LEAP benefits, on January 17, 2022, Black Hills sent Complainant a letter advising that he was eligible for, and was enrolled in BHEAP.³¹ The letter stated that BHEAP participants are automatically enrolled in the Company's Budget Billing Plan.³² The letter further provided that in order to remain eligible for BHEAP benefits, Complainant must pay his bill each month and will be removed as a BHEAP participant if service is disconnected.³³

²⁷ Hearing Exhibit Nos. 209 and 210.

²⁸ *Id.* at 12.

²⁹ *Id.* at 4 and 12.

³⁰ Hearing Exhibit No. 207.

³¹ Hearing Exhibit No. 209.

³² *Id.*

³³ *Id.* at 2 and Hearing Exhibit No. 210 at 3.

24. Despite Complainant's allegation, he was never charged a \$906.50 disconnection fee by Black Hills. Rather, this figure represents the difference between the total balance due on Complainant's electrical account as of March 20, 2023, of \$1,409.50 and the cumulative budget billing balance on Complainant's account of \$503 as of the same date.³⁴ Upon the disconnection of service for non-payment on March 20, 2023, Black Hills, consistent with its tariff on file with the Commission, removed Complainant from Black Hills' Budget Billing Plan, and the full balance for his actual usage became due and payable.³⁵ Company witness Ms. Springer testified that while Black Hills' removal of Complainant from Black Hills' Budget Billing Plan was appropriate and consistent with its tariff, Black Hills was willing to reinstate the Budget Billing Plan for Complainant.

25. The evidence further shows that on several instances during the times pertinent here, Complainant failed to make either any or full payment for his gas and electrical utility services.³⁶ As of July 20, 2023, Complainant did not have a balance due on his gas utility account, and as of June 27, 2023, Complainant owed \$950.34 on his electric utility account.³⁷ Due to Complainant's non-payment, Black Hills removed Complainant from its Budget Billing Plan, consistent with Black Hills' tariff on file with the Commission.³⁸

b. ALJ's Findings and Conclusions

26. The ALJ found and concluded as follows. Complainant failed to meet his burden of proof with respect to each of the actionable allegations advanced by Complainant in this

³⁴ Hearing Exhibit No. 204 at 15 and 19.

³⁵ Hearing Exhibit Nos. 204 and 208.

³⁶ Hearing Exhibit Nos. 103, 106, 204 and 213.

³⁷ See Hearing Exhibit 204 at 8, 16, 20, and 24. Exhibit 204 shows that, as of July 20, 2023, Complainant had a \$115.48 credit on his account. See *id.* at 8. The \$950.34 owed by Complainant on his electric utility bill is comprised of \$765.34 of past due charges and \$185.00 deposit owed by Complainant for the disconnection of Complainant's electrical utility service due to Complainant's non-payment. See *id.* at 16 and 24.

³⁸ Hearing Exhibit Nos. 204 and 208.

Proceeding. Specifically, the record in this Proceeding reflects that: gas had been regularly consumed at Complainant's home; no gas leaks were detected at Complainant's home. On March 20, 2023, Complainant's electrical service was disconnected due to Complainant's non-payment. Black Hills' accounting, transfers, and charges applied to Complainant's gas and electric utility accounts are accurate and consistent with Black Hills' tariff on file with the Commission. Complainant authorized the splitting of his Black Hill account into separate electric and gas utility accounts. Black Hills fully refunded Complainant's utility account \$417.07 for the balance transfer that Complainant alleged was improperly applied to Complainant's utility account. Complainant authorized his participation in BHEAP and Black Hills' Budget Billing Plan, and Complainant's participation in LHEAP is not administered, or otherwise controlled, by Black Hills.

27. Based on these findings, the ALJ dismissed the Complaint.³⁹

C. Complainant's Exceptions to the Recommended Decision

28. On November 13, 2023, Complainant filed exceptions to the Recommended Decision. Complainant's exceptions were scattered and somewhat difficult to follow. However, it was determined that Complainant basically asserts the same claims he made in his formal complaint. It does not appear that Complainant makes any new arguments in his exceptions.

29. The exceptions are in the form of a document entitled "Exceptions," including several separate emails and supporting statements filed on November 13, 2023. The exceptions make no new arguments and generally comport with the original complaint filed by Complainant. In his exceptions, Mr. Hilton makes the following statements:

³⁹ It was not stated in the Recommended Decision whether the ALJ dismissed the Complaint with or without prejudice.

- (1) No gas has been used at Complainant's house located at 901 Maple Ave, Rocky Ford, CO 81067 since it was purchased by Complainant on November 22, 2021.
- (2) Complainant's bill balance is inaccurate.
- (3) Complainant never authorized the splitting of his Black Hill utility account into separate electric and gas accounts.
- (4) Complainant used \$1,631.00 worth of electricity, but paid over \$2,500.00 for that service.
- (5) On July 21, 2022, Complainant paid \$530.06, which was transferred to an account not owned by Complainant.
- (6) June 10, 2022, a balance of \$417.07 was improperly transferred to Complainant's account from an account not owned by Complainant.
- (7) On September 21, 2022, a balance of \$1,074.90 was improperly transferred to Complainant's account from an account not owned by Complainant.
- (8) On March 20, 2023, Complainant's electrical service was disconnected.
- (9) Complainant had never been late on his Black Hills utility bills.
- (10) Complainant never authorized his participation in a budget billing plan and was charged a budget billing termination fee of \$906.
- (11) Complainant never applied for the Low-Income Home Energy Assistance Program (LHEAP).

D. Black Hills' Response to Mr. Hilton's Exceptions

30. Black Hills responded to the list of statements made by Complainant. Respondent interpreted the arguments made by Complainant and responded to them individually.

31. Complainant's first argument on exceptions is that he has used no heat and there was no record of every having gas usage at Complainant's new residence. In response, Black Hills notes that the Recommended Decision found that Black Hills' records, combined with the testimony of its service technician witnesses, as well as the testimony of its Utility Customer Experience manager indicate that between 2021 and May 24, 2023, gas was regularly being consumed at Complainant's home, with the exception of two time periods: July 26, 2022 ending on October 2022; and the second time period of May 24, 2023 until June 23, 2023. According to Black Hills, gas service was turned on December 1, 2021 in Complainant's home. Technicians

sent to Complainant's home and three separate occasions found no gas leaks, found that gas was flowing through the gas meter, and the wall heater pilot light was lit.

32. Complainant argues that there were numerous transactions of funds from his accounts to other accounts that were not his account numbers. Black Hills responds that its witness, Customer Experience manager Ms. Springer, testified and offered Hearing Exhibit No. 204 which comprehensively explained the transfer of funds, including transfers when the gas and electric accounts were separated, assistance for payment transfer, budget billing adjustment and other similar entries. Black Hills believes the ALJ found the testimony and evidence credible, including the offered and admitted account statements and the testimony of Ms. Springer.

33. Complainant then argues that on November 4, 2022, he found out he had two different account numbers without his knowledge – a separate account number for electric and gas service. Complainant claims he is not clear when that happened. Black Hills counters that its admitted Hearing Exhibit No. 206 is a recording of a customer service call between Mr. Hilton and a customer service agent on September 16, 2022, during which the agent asked whether Complainant's electric and gas accounts could be separated, and Mr. Hilton verbally assented. The Recommended Decision found at ¶14 that “Mr. Hilton then authorized the splitting of his gas and electric services with Black Hills into two separate accounts.” Ms. Springer testified that the reason to separate the accounts was to help avoid any disconnection and to help with budget billing and billing assistance. According to Respondent, this was an effort to help with Mr. Hilton's past due balance with a pending disconnection.

34. Complainant's next argument on exceptions is that Black Hills ignored PUC rules and policies and violated Complainant's rights as a customer pursuant to Rule 4 CCR 723-2-3407 Discontinuance of Service. Black Hills responds that Hearing Exhibit No. 213 shows the

Company issued a discontinuance of service notice due to non-payment of charges prior to Mr. Hilton's Formal Complaint being filed. Ms. Springer testified that, on March 20, 2023, Mr. Hilton's electric Account Number 641536939 was disconnected for non-payment for the past due balance of his budget billing plan for the amount of \$196.00, with a full account balance of \$1,409.50. However, service was reinstated the same day. The Recommended Decision found at ¶ 20 that, "[o]n the same day, Mr. Hilton, paid Black Hills \$258 and his electrical service was restored. This payment was the last payment Complainant remitted to Black Hills as of the date of the evidentiary hearing in this Proceeding." Respondent asserts there was no evidence that Black Hills failed to comply with Rule 3407 when it discontinued Complainant's service.

35. Complainant's next argument is that \$417.07 was paid out his account for his ex-wife's disconnection without his knowledge or consent. Respondent maintains that evidence presented at hearing through Company witness Ms. Springer's testimony, showed that Mr. Hilton lived at a different address prior to the residence at issue in this proceeding. The Black Hills account for the prior residence was not fully paid by the account holder. As a result, the account balance was transferred to Mr. Hilton's current residence account. As noted in the Recommended Decision at ¶ 29, this transfer to Mr. Hilton's account balance at his house was removed from his account. Respondent asserts the initial transfer was done in compliance with the Company's "Benefit of Service" tariff, however, a courtesy to Mr. Hilton, Black Hills eliminated this balance from Mr. Hilton's account on July 20, 2023.

36. Complainant also maintains that Black Hills disregarded his properly presented PUC Data Request Forms. Black Hills states it presented spreadsheets to Mr. Hilton showing usage, billing history, customer payments, credits, and assistance, as shown on Exhibit No. 204.

Further, Respondent stated he received billing history information on March 22, 2023, and he had online access to his account information.

37. Complainant strongly takes issue with, “Black Hills claims that I was on LHEAP from start of service in December 2021. And started receiving ENERGY ASSISTANCE as soon as my first bill was due in January 2022. And because of the LHEAP, I am automatically on their BHEAP program. SO THATS TOTALLY INCORRECT!”⁴⁰ – and “Black Hills Budget Billing. This definitely caused ISSUES!”⁴¹ – and “Why would have needed ENERGY ASSISTANCE???”⁴²

38. Black Hills argues it presented evidence through Hearing Exhibit Nos. 207, 208, 209, and 210 and the testimony of Ms. Springer that the Company does not enroll customers for LEAP; rather, LEAP enrolls customers, which makes the customer automatically eligible for BHEAP. Respondent argues that Mr. Hilton was notified of this as shown in Exhibit No. 209. Further, Respondent states that as shown in Exhibit No. 207, on January 6, 2022, Mr. Hilton’s account was enrolled in Budget Billing through the Black Hills website. Respondent goes onto state that as part of the enrollment notification process, an email was sent to Mr. Hilton’s provided email address to confirm budget enrollment.

39. According to Respondent, the Budget Billing plan is a program that Black Hills offers to all customers to help “even out” the amount they pay for utility each month by essentially avoiding seasonal spikes and larger bills in the winter or summer months. Black Hills states Mr. Hilton was on Budget Billing because he was enrolled on the Black Hills Energy Affordable plan, BHEAP. Respondent states Hearing Exhibit No. 209 shows that on January 17, 2022, Black Hills mailed Mr. Hilton a letter explaining LEAP and BHEAP benefits, as well as being

⁴⁰ Complainants Exceptions, p. 2

⁴¹ *Id.*

⁴² *Id.*

automatically enrolled in budget billing.⁴³ However, Respondent contends because of Complainants' later non-payment, Respondent removed Complainant from its Budget Billing Plan, consistent with its tariff on file with the Commission.⁴⁴ Black Hills points to Hearing Exhibit No. 204 which shows Mr. Hilton received a substantial amount of energy assistance support through these assistance programs. The Company explained that Mr. Hilton could ask to be taken off of these assistance programs, but he has not formally done so, and the Company does not understand why he would not want such assistance.

40. Complainant asserts he has overpaid Black Hills \$1,415.34. Respondent argues however, Complainant did not present competent evidence to show any charges were incorrect or fraudulent, or any evidence that Black Hills owes Complainant credits or payments. Respondent points out that Mr. Hilton stated at the evidentiary hearing that he did not intend to pay for his continued usage at his residence.

41. Respondent further argues that while Complainant has continued to use Black Hills Energy service at his residence, he has made no payments since March 20, 2023. While Black Hills was ordered to not disconnect Complainant's service pending the outcome of this complaint proceeding, it notes that he has not kept current with his charges, even though the ALJ stated that the moratorium on disconnection was dependent on Complainant keeping current with any future charges. Respondent believes Mr. Hilton's continued usage without payment is unfair to its other customers who are paying for the service they receive, and the Commission as part of its decision on exceptions should eliminate the prohibition on disconnection.

⁴³ See, Recommended Decision at ¶ 32.

⁴⁴ *Id.* at ¶ 38.

E. Findings and Conclusions

42. We first note Complainant did not file a transcript of the evidentiary hearing with his exceptions. Pursuant to § 40-6-113(4), C.R.S., if a transcript is not filed with exceptions, “it shall be conclusively presumed that the basic findings of fact, as distinguished from the conclusions and reasons [for the ALJ’s findings and orders] are complete and accurate.” Consequently, since no transcripts were filed with Complainant’s exceptions, we must accept the findings of fact contained in Recommended Decision No. R23-0722 as complete and accurate.

43. Complainant does not assert any new arguments in his exceptions. As stated above, the assertions he makes in his exceptions are similar, if not identical, to the allegations he put forth in his original Complaint. Each allegation or argument raised by Complainant in his exceptions were disproved by Black Hills and affirmed by the ALJ’s findings of fact. It does appear that Complainant is mistaken about many of the issues he raises. For example, while he contends he wasn’t aware that he was signed up for LEAP assistance and the Company’s BHEAP program, evidence and testimony clearly show that he was made aware of that by the Company and had assented to participate in those programs.

44. Complainant also raises concerns with the amounts he was billed from 2021 to March 2023 and claims he has overpaid Black Hills \$1,415.34 and wants that money immediately returned. However, the uncontroverted evidence shows this is not the case and Black Hills does not owe Complainant any funds. The ALJ found, and there is no evidence to the contrary, that Black Hills’ accounting, transfers and charges applied to Complainant’s gas and electric utility accounts are accurate and consistent with Black Hills’ tariff on file with the Commission. The evidence further shows that Complainant authorized the splitting of his Black Hills account into separate electric and gas accounts and that Black Hills fully refunded Complainant’s utility

account \$417.07 for the balance transfer that Complainant alleged was improperly applied to his utility account.

45. Consequently, we deny Complainant's exceptions. We uphold the ALJ's findings of fact and conclusions in Recommended Decision R23-0722 in their entirety. As a result, we lift the prohibition from discontinuing utility service to Complainant for non-payment for utility services as described in Decision No. R23-0244-I, issued April 11, 2023.

II. ORDER

A. The Commission Orders That:

1. The exceptions filed by Mr. Paul Hilton on November 1, 2023, are denied consistent with the discussion above.

2. The prohibition on disconnecting utility service to Mr. Paul Hilton set forth in Decision No. R23-0244-I, issued April 11, 2023, is hereby lifted by this decision.

3. The 20-day time period provided by § 40-6-114, C.R.S., to file an application for rehearing, reargument, or reconsideration shall begin on the first day after the effective date of this Decision.

4. This Decision is effective upon its Mailed Date.

**B. ADOPTED IN COMMISSIONERS' WEEKLY MEETING
December 6, 2023.**

(S E A L)



ATTEST: A TRUE COPY

Rebecca E. White,
Director

THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF COLORADO

ERIC BLANK

MEGAN M. GILMAN

TOM PLANT

Commissioners