

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Dontissa Wilmer	:	
	:	
v.	:	C-2024-3050153
	:	
PECO Energy Company	:	

INITIAL DECISION

Before
Marta Guhl
Administrative Law Judge

INTRODUCTION

This Initial Decision denies the Formal Complaint filed by Dontissa Wilmer against PECO Energy Company because the Complainant failed to meet her burden of proving that the Company did not provide her with safe, adequate, and reasonable service.

HISTORY OF THE PROCEEDING

On July 16, 2024¹, Dontissa Wilmer (Complainant or Ms. Wilmer) filed a Formal Complaint (Complaint) against PECO Energy Company (PECO, Company, or Respondent) with the Pennsylvania Public Utility Commission (Commission). In the

¹ The Complainant filed a number of Amendments and additional statements to her Formal Complaint after the initial Complaint was filed. The additional documents that the Complainant filed were all similar and contained similar information that was contained in the Formal Complaint.

Complaint, the Complainant placed checkmarks in the boxes indicating “[t]he utility is threatening to shut off my service or has already shut off my service,” and “I would like a payment agreement.” The Complainant also indicated that she had issues with a Customer Assistance Program (CAP) application.

On August 7, 2024,² the Respondent filed an Answer to the Complaint denying the material allegations.

On August 16, 2024, an Interim Order was issued which set the matter for a resolution conference. However, the parties were not able to resolve the issues in the Complaint.

By Initial Call-In Telephonic Hearing Notice dated September 5, 2024, an initial call-in telephonic hearing was scheduled for November 21, 2024, at 10:00 a.m., and the matter was assigned to me.

I issued a Prehearing Order on October 24, 2024, which indicated the procedures that would be followed for the hearing.

The hearing was convened as scheduled on November 21, 2024. The Complainant appeared *Pro Se* and testified. The Complainant offered four exhibits, which were entered into the record. The Respondent appeared and was represented by Khadijah Scott, Esquire, who presented the testimony of Keith Steger, Manager of Revenue Protection and Field Analytics, and Michael Begley, a Regulatory Assessor. PECO offered three exhibits which were all admitted into the record.

² The Secretary’s Bureau served the Respondent with the Complaint on July 18, 2024.

The record closed on January 17, 2025, when I received my copy of the hearing transcript.

FINDINGS OF FACT

1. The Complainant, Dontissa Wilmer, resides at 10918 Nandina Lane, Philadelphia, Pennsylvania 19116 (Service Address). Tr. 7.
2. The Respondent is PECO Energy Company.
3. In June 2024, the Complainant noticed issues with her electrical service, specifically, she saw flickering lights, sparks from her outlets, suspected theft of service by her neighbors, malfunctioning electric meter and changes in her billing. Tr. 7-8.
4. The Complainant contacted PECO about the issues in June 2024. Tr. 7-8.
5. PECO technicians visited the Service Address on two occasions, June 6, 2024, and July 2, 2024. Tr. 31-32; PECO Exh. 1, 2.
6. The PECO technicians did not find any evidence of theft of electrical service from the Service Address by the Complainant's neighbors. Tr. 31, 33-34; PECO Exh. 1, 2.
7. The technicians found a green grounding wire for Comcast which is part of Comcast service to the property. Tr. 31.
8. The technicians also found wire lashing used to secure wiring to poles. Tr. 31.

9. The digital Advanced Metering Infrastructure (AMI) meters go through a cycle when operating and when 888 flashes on the screen, it indicates that the meter has completed a cycle and is starting a new cycle. Tr. 35.

10. The Complainant has an AMI meter at the Service Address. Tr. 35.

11. Sparks from outlets or flickering lights would indicate an internal electrical issue at the property, unless there was a voltage surge. Tr. 36.

12. There was no indication that the Service Address experienced a voltage surge starting in June 2024. Tr. 36.

13. There was an active PECO account for the Complainant's neighbor at 10920 Nandina Lane, whose billings were generally double those of the Complainant, during the same time period. Tr. 34.

14. If a party is stealing electrical service, the Company would expect to see the Complainant's bills to be higher and the neighbors' to be lower or non-existent. Tr. 34- 35.

15. The Complainant's bill from PECO for October 30, 2024, was \$76.60, which would be very low if theft of service occurred. Tr. 38; PECO Exh. 3.

16. There has been one change to the Complainant's account with PECO, which was to the account number due to PECO implementing a new billing system. Tr. 45; PECO Exh. 3.

17. There is no second account in the Complainant's name.

Tr. 45; PECO Exh. 3.

18. The Complainant's service was terminated for non-payment in August 2023, but was restored on August 10, 2023, when a payment was made to the account.

Tr. 46.

DISCUSSION

The Public Utility Code places the burden of proof upon the proponent of a rule or order. 66 Pa.C.S. § 332(a). As the proponent of a rule or order, Complainant has the burden of proof in this matter. *Id.*

To establish a sufficient case and satisfy the burden of proof, the Complainant must show that the Respondent public utility is responsible or accountable for the problem described in the Complaint. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990), *Feinstein v. Phila. Suburban Water Co.*, 50 Pa.P.U.C. 300 (1976). Such a showing must be by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990). A preponderance of the evidence is evidence more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiere v. Margulies*, 70 A.2d 854 (Pa. 1950). Additionally, any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. 2 Pa.C.S. § 704; *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982); *Edan Transp. Corp. v. Pa. Pub. Util. Comm'n*, 623 A.2d 6 (Pa. Cmwlth. 1993). 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. 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. 1960); *Murphy v. Pa. Dep't of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

Upon the presentation by the Complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence to rebut the evidence of the Complainant shifts to the Respondent. If the evidence presented by the Respondent is of co-equal weight, the Complainant has not satisfied her burden of proof. The Complainant would be required to provide additional evidence to rebut the evidence of the Respondent. *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983).

While the burden of persuasion may shift back and forth during a proceeding, the burden of proof never shifts. The burden of proof always remains on the party seeking affirmative relief from the Commission. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

Reasonableness of Utility Service Provided

The Complainant contends that she is having issues with the quality of her service from PECO. Specifically, the Complainant asserts that she has seen sparks when she plugs items into her electrical outlets and noticed her lights flickering. Tr. 8. Further, the Complainant states that her electric meter seems to be glitching. Tr. 8. The Complainant also believes that her neighbors may be stealing electric service from her property. Tr. 12. Ms. Wilmer also stated that she had issues with the technicians from PECO who came to her property to investigate her complaints. Tr. 11-12.

The Pennsylvania Public Utility Code requires each public utility to comply with the following:

Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, . . .

Such service and facilities shall be in conformity with the regulations and orders of the commission.

66 Pa.C.S. § 1501.

The statutory definition of “service” is to be broadly construed. *Betchy v. West Penn Power Co.*, Docket No. C-2018-3000257 (Opinion and Order entered Oct. 8, 2020) (citing *Country Place Waste Treatment Co., Inc. v. Pa. Pub. Util. Comm’n*, 654 A.2d 72 (Pa. Cmwlth. 1995)). As defined in the Code:

“Service.” 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, 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.

The Complainant indicated that she noticed issues with her electrical service in June 2024 and contacted PECO. Tr. 7-8. The record indicates that PECO technicians visited the Service Address on two occasions, June 6, 2024, and July 2, 2024. Tr. 31-32; PECO Exh. 1, 2. The PECO technicians did not find any evidence of theft of electrical service from the Service Address by the Complainant’s neighbors. Tr. 31, 33-34; PECO Exh. 1, 2. The technicians found a green grounding wire for Comcast which is part of Comcast service to the property. Tr. 31. The technicians also found wire lashing used to secure wiring to poles. Tr. 31.

PECO witness Steger explained some of the technical elements of the Complainant’s allegations. Specifically, he stated that during his investigation he found

there was an active PECO account for the Complainant's neighbor at 10920 Nandina Lane, whose billings during the same time period were generally double those of the Complainant. Tr. 34. He explained that if a party is stealing electrical service, the Company would expect to see the Complainant's bills to be higher and the neighbors to be lower or non-existent. Tr. 34-35. He also indicated that the Complainant's bill from PECO for October 30, 2024, was \$76.60, which would be very low if theft of service occurred. Tr. 38; PECO Exh. 3.

The Complainant stated that she saw glitches on her meter, specifically, she provided evidence that the AMI meter flashed 888 on the screen. Mr. Steger explained that the digital AMI meters go through a cycle when operating and when 888 flashes on the screen, it indicates that the meter has completed a cycle and is starting a new cycle. Tr. 35. He also noted that sparks from outlets or flickering lights would indicate an internal electrical issue at the property, unless there was a voltage surge. Tr. 36. He stated that there was nothing in the record to show that the Service Address experienced a voltage surge during the time period at issue. Tr. 36.

In this Complaint, the Complainant alleged a number of issues with her service from PECO. However, the record demonstrates that PECO properly addressed her complaints in this case. The Company came to the Service Address on two occasions to respond to the Complainant's concerns. Further, there was no evidence that there was theft of service affecting the Complainant's line. There is also nothing to indicate that PECO is causing any of the electrical issues that the Complainant is experiencing inside her residence. While the Complainant contends she had issues with technicians who came to the Service Address, there is nothing in the record other than the Complainant indicating that the technicians did not show ID when requested. Tr. 9. I am not persuaded that this constitutes a violation of the Code. Further, the PECO witness was able to explain the "glitches" that the Complainant was seeing on her meter, which are a regular part of the meter's operation. As such, the Complainant has not met her burden of establishing that the Company violated Section 1501 of the Public Utility Code.

Billing Issues

Lastly, the Complainant indicated that she was having billing issues with PECO. Tr. 14. Ms. Wilmer testified that she saw changes to her telephone number, her account number and that a second account was opened in her name. Tr. 24.

PECO witness Begley testified with respect to the billing issues that the Complainant alleged were happening. While the Complainant alleged that there were issues with her billing, specifically, changes in her telephone number and account number, and that a new account was opened in her name, Mr. Begley noted that there has been one change to the Complainant's account with PECO, which was a change to the account number due to PECO implementing a new billing system. Tr. 45; PECO Exh. 3. Mr. Begley also stated that there is no second account in the Complainant's name. Tr. 45; PECO Exh. 3. Lastly, Mr. Begley indicated that the Complainant's service was terminated for non-payment in August 2023, but was restored on August 10, 2023, when a payment was made to the account. Tr. 46.

While the Complainant indicated that she thought there was a number of issues with her billing, PECO presented credible evidence that the Complainant's billing has not changed except for the account number due to a new system that was implemented by the Company. There is nothing to indicate that a second account was opened under her name. The Complainant has not met her burden to demonstrate that there were billing issues for her electric service. Therefore, her Complainant should be denied and dismissed.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties to and subject matter of this proceeding. 66 Pa.C.S. § 701.

2. The burden of proof in this proceeding is upon the Complainant. 66 Pa.C.S. § 332(a).

3. Any finding of fact necessary to support the Commission’s adjudication must be based upon substantial evidence. *Mill v. Pa. Pub. Util. Comm’n*, 447 A.2d 1100 (Pa. Cmwlth. 1982); *Edan Transp. Corp. v. Pa. Pub. Util. Comm’n*, 623 A.2d 6 (Pa. Cmwlth. 1993); 2 Pa.C.S. § 704.

4. “Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities . . . Such service and facilities shall be in conformity with the regulations and orders of the commission.” 66 Pa.C.S. § 1501.

5. The statutory definition of “service” is to be broadly construed. *Betchy v. West Penn Power Co.*, Docket No. C-2018-3000257 (Opinion and Order entered Oct. 8, 2020) (citing *Country Place Waste Treatment Co., Inc. v. Pa. Pub. Util. Comm’n*, 654 A.2d 72 (Pa. Cmwlth. 1995)).

6. The Complainant has failed to meet her burden to establish that PECO did not provide safe, adequate, and reasonable service. 66 Pa.C.S. § 332(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint of Dontissa Wilmer in *Dontissa Wilmer v. PECO Energy Company* at Docket No. C-2024-3050153 is denied.
2. That the Secretary's Bureau shall mark Docket No. C-2024-3050153 as closed.

Date: April 11, 2025

_____/s/
Marta Guhl
Administrative Law Judge