



August 11, 2025

Via electronic mail

The Honorable Christopher Pell
Deputy Chief Administrative Law Judge
Pennsylvania Public Utility Commission
801 Market Street, Suite 4063
Philadelphia, PA 19107

Re: Robinson v. PECO, C-2025-3054236

Dear Judge Pell:

Enclosed please find the **Main Brief of Tonia Robinson** in the above referenced proceeding.

Copies are being served upon all parties and Your Honor, as indicated on the attached Certificate of Service.

If you have any questions, do not hesitate to contact me.

Sincerely,

/s/ Charlotte Edelstein

Charlotte E. Edelstein, Esquire
Attorney ID No. 334505

Cc: PA PUC Secretary's Bureau
Parties of Record

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Tonia Robinson
Complainant
v.
PECO Energy Company
Respondent

Docket No. C-2025-3054236

MAIN BRIEF OF COMPLAINANT TONIA ROBINSON

August 11, 2025

Attorneys for Tonia Robinson

Charlotte E. Edelstein, Esq.
Joline R. Price, Esq.
Robert W. Ballenger, Esq.

COMMUNITY LEGAL SERVICES, INC.
1410 W. Erie Ave.
Philadelphia, PA 19140
215-227-4732

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I. INTRODUCTION AND STATEMENT OF THE CASE

On March 26, 2025, Tonia Robinson (Complainant or Robinson) filed a Formal Complaint with the Public Utility Commission (PUC or Commission) against PECO Energy Company (PECO), alleging failure to compute her bills under the most advantageous rate. Specifically, PECO, despite receiving notice of Complainant's service conditions, failed to bill Complainant at the more advantageous Rate RH, in violation of 66 Pa. C.S. §1303. In failing to bill Complainant correctly, PECO also provided unreasonable service to Complainant in violation of 66 Pa. C.S. §1501. Complainant is entitled to be credited the balance on her account after calculating the retroactive change from what she was billed on CAP with Rate R to what she should have been billed on CAP with Rate RH, for the period May 2022 through June 2024. Additionally, due to the seriousness of the violation, PECO should be required to pay civil penalties. Finally, as a result of customer service concerns revealed in the course of this case, the record of this proceeding should be forwarded to the Bureau of Investigation and Enforcement (I&E) for further review and investigation.

II. PROCEDURAL HISTORY

On March 26, 2025, Complainant filed a Formal Complaint with the PUC against PECO, alleging (1) failure to compute her bills at the most advantageous rate and (2) unreasonable service in violation of the Public Utility Code. On April 16, 2024, PECO filed its Answer to the Formal Complaint. An Initial Hearing was scheduled for June 16, 2025, and was held before Deputy Chief Administrative Law Judge Christopher Pell. Complainant testified on her own behalf, and PECO presented two witnesses: Anthony Costello, Senior Regulatory Successor, and Andrea Lawton, CARES Administrator. On July 14th, ALJ Pell issued a Briefing Order, setting a due date for Main Briefs of August 11, 2025, and for Reply Briefs of September 8, 2025.

III. FACTS OF THE CASE

Background

Complainant is a low-income tenant, grandmother, and caregiver for her disabled grandson.¹ At all relevant times, she has been PECO's customer at 1250 Alcott Street, Philadelphia, PA 19149.² Complainant's primary heat source is an electric heat pump.³

Home Energy Audit

On May 4, 2022, Complainant received a Home Energy Audit (hereinafter, "Audit"), performed by PECO's contractor.⁴ A Home Energy Audit Report (hereinafter, "Audit Report") summarized the results of the Audit. The Audit Report stated that Complainant heated with a central heat pump, and that her primary fuel for heating was electric.⁵ A customer with the service conditions described in the Audit Report (electric heat) qualifies to be billed at Rate RH.⁶ PECO was provided with a copy of the Audit Report, including the description of service conditions.⁷

Bill Impacts

Before PECO's contractor performed the Audit, Complainant was enrolled in the Customer Assistance Program (CAP) and being billed at Rate R.⁸ Although the Audit Report indicated Complainant's use of electric heat, after the Audit, Complainant continued to be billed at the CAP rate for Rate R.⁹

¹ Hearing Tr. at 14-15.

² Joint Hearing Exh. 1, Stipulations at ¶ II(a).

³ *Id.* at ¶ II(g).

⁴ *Id.* at ¶ II(b).

⁵ *Id.* at ¶ II(g).

⁶ Hearing Tr. at 47.

⁷ Joint Hearing Exh. 1, Stipulations at ¶ II(d).

⁸ *Id.* at ¶ II(e).

⁹ *Id.* at ¶ II(f).

When a CAP enrollee is billed at Rate RH, they have a higher CAP credit maximum than when they are billed at Rate R.¹⁰ Because Complainant was not being billed at Rate RH, she did not receive this higher CAP credit maximum. While being billed at Rate R, Complainant repeatedly exceeded her CAP Credit maximum.¹¹ Instead of receiving bills for \$53 or \$69, Complainant, once she exceeded her CAP Credit maximum, started receiving monthly bills ranging from \$290 to \$963.¹² During this period, Complainant struggled to keep up with her expensive bills.¹³ She called PECO repeatedly during this two year period to try to find out why her bills were so high.¹⁴

Had Complainant been billed at Rate RH, instead of Rate R, during this period, she would not have exceeded her CAP Credit maximum so quickly, and her bills would not have been as expensive. For the period between May 2022 and June 2024, Complainant was billed \$1,958.25 more than she would have been if PECO had billed her at Rate RH.¹⁵

Rate Change and Request for Retroactive Rate Adjustment

In September of 2024, through working with Complainant's counsel Community Legal Services (CLS), Complainant learned about the availability of Rate RH.¹⁶ Complainant, through CLS, requested to be placed on Rate RH going forward.¹⁷ She also requested that PECO provide a retroactive rate correction placing her on Rate RH dating back to May 4, 2022, the date PECO's contractor performed the Audit and recorded that Complainant used electric heat.¹⁸ In

¹⁰ PECO Energy Company Universal Service and Energy Conservation Plan for 2019-2024, Docket No. M-2018-3005795 (2022 Annual CAP Max Credit Report, Posted Nov. 14, 2023).

¹¹ Robinson Hearing Exh. 1-3.

¹² Robinson Hearing Exh. 3.

¹³ Hearing Tr. at 14-15.

¹⁴ Robinson Hearing Exh, 1-9; Hearing Tr. at 34-37.

¹⁵ Robinson Hearing Exh. 3. *See also* Joint Hearing Exh. 1, Stipulations at ¶ II(i-j).

¹⁶ Hearing Tr. at 16.

¹⁷ *Id.*

¹⁸ PECO Answer at ¶ 27-28.

response to this request, PECO placed Complainant on Rate RH beginning with her July 2024 bill, but did not provide a retroactive adjustment dating back to May 4, 2022.¹⁹

Unrelated Account Adjustment

Unrelatedly, in November of 2024, Complainant received an account adjustment to properly reflect her household income as between 0% and 50% of the Federal Poverty Level.²⁰ This adjustment to Complainant's account was the result of a determination that Complainant's minor grandson's Social Security income should not have been used in calculating household income for the purpose of CAP.²¹

Formal Complaint

Complainant filed this Formal Complaint requesting a retroactive rate correction for the period between the Home Energy Audit and when PECO began computing Complainant's bills at Rate RH. This period is from May 2022 to June 2024. She has requested that any credit balance remaining after the rate correction be refunded to her to help pay for her grandson's anticipated college expenses.²² Complainant alleges PECO provided unreasonable service in failing to bill her at the proper rates and, relatedly, refusing to correct her account for the erroneous billing.

IV. BURDEN OF PROOF

Complainant bears the burden of proof in this Formal Complaint, pursuant to 66 Pa. C.S. §332(a), to show that PECO failed to compute Complainant's bills under the most advantageous rate under 66 Pa. C.S. §1303 and provided unreasonable service under 66 Pa. C.S. §1501. To meet her burden, she must establish by a preponderance of the evidence that PECO violated the

¹⁹ *Id.*

²⁰ Formal Complaint at ¶ 23; PECO Answer at ¶ 23.

²¹ Hearing Tr. at 87:6.

²² *See* Hearing Tr. at 15.

Public Utility Code or a regulation or order of the Commission.²³ Preponderance of the evidence means that a party has presented evidence which is more convincing, by even the smallest amount, than the evidence presented by the other party.²⁴ Preponderance does not depend on the number of witnesses testifying on either side, but rather on the credibility of the testimony in light of all of the evidence in the case.²⁵ If the Complainant presents evidence that is sufficient to initially satisfy the burden of proof, the burden shifts to PECO to rebut the evidence of the Complainant, and only if PECO's evidence is of co-equal weight does the Complainant need to present additional evidence to rebut PECO's evidence.²⁶ Any finding of fact necessary to support the Commission's adjudication must be based on substantial evidence in the record.²⁷ More is required than a mere trace of evidence or suspicion of the existence of a fact.²⁸

V. SUMMARY OF ARGUMENT

Complainant has shown, by a preponderance of the evidence, that PECO violated 66 Pa. C.S. §1303 and §1501 by failing to bill Complainant at the most advantageous rate despite receiving actual notice of service conditions. When PECO received the Audit Report in May 2022 that stated Complainant used electric heat, PECO received actual notice that Complainant used electric heat and was therefore eligible for Rate RH. Nonetheless, PECO failed to act on such actual notice and continued to bill Complainant at Rate R. PECO received additional notice of service conditions through Complainant's repeated calls asking about high bills, and Complainant's usage data. This information was sufficient to place upon PECO a duty to inquire about whether Complainant used electricity for heat, and, at the least, to review its own

²³ *Patterson v. Bell Telephone Company of Pennsylvania*, 72 Pa. P.U.C. 196 (1990).

²⁴ *Se-Ling Hoisery v. Margulies*, 364 Pa. 54, 70 A.2d 854 (1950).

²⁵ *Burch v. Reading Co.*, 240 F.2d 574 (3d Cir. 1957), cert. denied, 353 U.S. 965 (1957).

²⁶ *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 501 Pa. 433, 461 A.2d 1234 (1983).

²⁷ *See, e.g., Joann Roberts & James Roberts*, No. F-2024-3046011, 2025 WL 1148227, at *5 (Apr. 10, 2025).

²⁸ *Id.* (citing *Norfolk & Western Ry, Co. v. Pa. PUC*, 413 A.2d 1037 (Pa. 1980)).

Company records, including the Audit Report. Despite receiving notice in multiple forms, PECO failed to bill Complainant at the more advantageous rate. Although PECO has asserted in witness testimony that it did not receive notice because Complainant did not call PECO and explicitly state she used electric heat, that is irrelevant. The evidence establishes that PECO received the Audit Report, received repeated calls from Complainant about high bills, and had access to usage data indicating use of electric heat.

Complainant has also shown by a preponderance of the evidence that Complainant has not received relief for the period during which she was incorrectly billed. PECO has admitted that it made an unrelated billing adjustment to Complainant's account. Complainant's counsel reiterates its objection that this evidence is irrelevant as it does not in any way rebut Complainant's assertion that she has not received relief.

Complainant submits that PECO should credit \$1,958.25 to her account, constituting the amount of CAP credits resulting from a retroactive change from CAP with Rate R to CAP with Rate RH dating from May 2022 through June 2024,²⁹ and refund to her any credit balance on her account in order to assist with her grandchild's education expenses. Complainant also submits that a civil penalty is warranted in this case. PECO has persisted in refusing to recognize its possession of actual notice of service conditions in violation of 66 Pa. C.S. § 1303, leaving Complainant and her counsel to pursue this action unnecessarily. Finally, because of the data errors and potential privacy concerns associated with PECO's customer information system that were identified at the hearing in this proceeding, Complainant submits that further investigation is warranted.

²⁹ Robinson Hearing Exh. 3-2.

VI. ARGUMENT

A. PECO Violated 66 Pa. C.S. §1303 by Failing to Compute Complainant's Bills Under the Most Advantageous Rate After Notice of Service Conditions.

PECO violated Section 1303 of the Public Utility Code by failing to bill Complainant at the more advantageous Rate RH, as opposed to Rate R, despite receiving actual notice of service conditions that made Complainant eligible for Rate RH. Section 1303 of the Public Utility Code provides, “Any public utility, having more than one rate applicable to the service rendered to a patron, shall, after notice of service conditions, compute bills under the rate most advantageous to the patron.”³⁰ Section 1303 imposes an obligation on a public utility to compute bills under the most advantageous rate when more than one rate is available to the customer and the utility has actual notice of service conditions.³¹ Actual notice includes notice that is

affirmatively proved to have been given to a party directly, and also such notice as a party is presumed to have received personally because facts within its knowledge were sufficient to place upon the party the duty to inquire about the fact or condition in question. The former is to [sic] express actual notice – e.g., written or oral notice – and the latter is implied actual notice.³²

Complainant has shown by a preponderance of the evidence that PECO received express actual notice of service conditions that indicated Complainant's eligibility for a more advantageous rate. There is no question of fact as to whether Rate RH would have been a more advantageous rate for Complainant.³³ Because it would have been more advantageous for Complainant to be billed at Rate RH, and because PECO had express actual notice of

³⁰ 66 Pa. C.S. §1303.

³¹ *Springfield Twp. v. Pa. Pub. Util. Comm'n*, 676 A.2d 304 (Pa. Commw. Ct. 1996) (citing *City of Pittsburgh v. Duquesne Light Co.*, 54 Pa. P.U.C. 460 (1980)).

³² *The Victory Condo. Ass'n v. PECO Energy Co.*, No. C-2011-2268126, 2012 WL 6087518 (Sept. 27, 2012) at *5 (citing *City of Pittsburgh v. Duquesne Light Co.*, 54 Pa. P.U.C. 460 (1980)).

³³ Joint Hearing Exh. 1, Stipulations at ¶¶ II(i-j) (establishing that Complainant was billed \$7,346.41 during the period in question and would have been billed \$5,388.16 during the period in question had she been billed at Rate RH).

Complainant's eligibility for Rate RH through the Audit Report provided to PECO demonstrating Complainant's service conditions, as well as implied actual notice due to Complainant's repeated calls alerting PECO to her high bills, and usage information consistent with the use of electric heat, PECO's failure to bill Complainant at Rate RH constitutes a violation of Section 1303.

1. PECO received express actual notice of Complainant's service conditions when PECO received the May 2022 Audit Report.

Complainant's May 2022 Home Energy Audit Report³⁴ states that Complainant uses electricity for heat.³⁵ A copy of the Audit Report, the result of an audit performed by PECO's contractor,³⁶ was provided to PECO.³⁷ Complainant has therefore affirmatively proved that notice of service conditions was given to PECO directly, constituting "express actual notice."³⁸ The provision of the Audit Report alone meets the requirement of providing actual notice of service conditions.

PECO will argue that the Audit Report does not constitute actual notice because the intent of the Audit was not to determine Complainant's eligibility for Rate RH. However, neither the "intent" of the Audit nor PECO's treatment of the Audit Report changes the fact that PECO received express actual notice of service conditions, meeting the notice standards of Section 1303. Furthermore, the Commission has never adopted any standard or policy permitting a utility to unilaterally restrict how it is provided actual notice of service conditions.³⁹ Rather, the Commission has taken a broad approach, holding that even documents supplied to the

³⁴ Robinson Hearing Exh. 1-6.

³⁵ Hearing Tr. at 42:2. *See also* Joint Hearing Exh. 1, Stipulations at ¶ II(g).

³⁶ Joint Hearing Exh. 1, Stipulations at ¶ II(c).

³⁷ Joint Hearing Exh. 1, Stipulations at ¶ II(d); Hearing Tr. at 66:17-21.

³⁸ *The Victory Condo. Ass'n v. PECO Energy Co.*, No. C-2011-2268126, 2012 WL 6087518 (Sept. 27, 2012) at *5 (citing *City of Pittsburgh v. Duquesne Light Co.*, 54 Pa. P.U.C. 460 (1980)).

³⁹ Indeed, such a practice would negate the recognized "implied actual notice" standard, discussed below.

Commission, including the record of complaint proceedings, were sufficient to constitute actual notice of service conditions.⁴⁰

PECO's witnesses testified that the purpose of the Audit was weatherization and "cost saving measures for the customer to save on energy" and "make their bill more manageable,"⁴¹ "not necessarily for rate changes and high bill investigations."⁴² PECO's witnesses also testified that PECO has over 10,000 energy audits done⁴³ and that "PECO's process is not necessarily to look at them for rate changes."⁴⁴ However, it is illogical and contrary to PECO's cost savings efforts to disregard service conditions in the context of a Home Energy Audit. Application of the appropriate tariff rate, Rate RH, would have made Complainant's bill more manageable, consistent with the purposes of the Audit.⁴⁵ Furthermore, as Complainant's own Audit Report demonstrates, PECO's contractor made recommendations based specifically on the service conditions, recommending that Complainant get her electric heat pump serviced.⁴⁶

More importantly, the standard for express actual notice that requires a utility to bill a customer at the most advantageous rate does not permit PECO to simply choose not to look at the documents in its possession. That PECO has adopted the practice of disregarding Home Energy Audit Reports for purposes of compliance with Section 1303 does not change the fact that PECO's receipt of Complainant's Audit Report constitutes express actual notice to PECO that Complainant used electric heat. Furthermore, even if PECO argues that it did not read the Audit Report and see that Complainant used electric heat, PECO was certainly later aware of the

⁴⁰ *Roberts v. PPL Elec. Util. Co.*, No. F-2024-3046011, 2025 WL 1148227, at *26 (Apr. 10, 2025).

⁴¹ Hearing Tr. at 65-66.

⁴² Hearing Tr. at 41:3-17.

⁴³ Hearing Tr. at 42:2-3.

⁴⁴ Hearing Tr. at 57:6-12.

⁴⁵ As Ms. Lawton stated, part of the purpose of PECO's home energy audit is for the customer to save on energy and make bills more manageable. Hearing Tr. at 65-66.

⁴⁶ Robinson Hearing Exh. 1-7.

content of the Audit Report. Counsel for Complainant advised PECO on September 4, 2024, that the Report included notice that Complainant used electric heat.⁴⁷ Even if PECO did not act earlier to compute bills under the most advantageous rate, at that point PECO knew it had received notice in May 2022 and should have computed bills under the most advantageous rate beginning, at least, with May 2022 when PECO received notice.

PECO's receipt of Complainant's Audit Report constitutes express actual notice of service conditions under Section 1303. By failing to bill Complainant at the most advantageous rate following receipt of this notice, PECO violated Section 1303 of the Public Utility Code and Complainant is entitled to relief.

2. *PECO received further notice, constituting implied actual notice, of Complainant's service conditions through Complainant's repeated calls about high bills, and Complainant's usage data.*

Even if the Audit Report on its own were not sufficient notice to PECO, PECO additionally received implied actual notice that was sufficient to require PECO to inquire further regarding Complainant's service conditions through Complainant's multiple calls about high cold weather bills and the fact that her usage is consistent with the use of electric heating. PECO acknowledges that Complainant's usage information, which was at all times available to PECO, was consistent with high usage coming from winter months.⁴⁸ Yet PECO took no action whatsoever, not by inquiring with Complainant or reviewing its own Company records, to comply with Section 1303's mandate. Indeed, as discussed more fully below, PECO failed even

⁴⁷ Exh. to "Formal Complaint" at D:3.

⁴⁸ Hearing Tr. at 33:16-20.

to inform Complainant, through its customer service personnel or its outside contractor, of the availability of Rate RH.⁴⁹

The Commission has found that usage characteristics alone do not constitute notice in the context of Section 1303.⁵⁰ In *Edward Ferguson v. PECO*, for example, where the customer's usage was consistent with electric heating, the Commission found that there was not "an instance where the Company had reason to look at the usage pattern of the Complainant or the appliances at the service address."⁵¹ Here, unlike in *Ferguson*, PECO did have reason to look at Complainant's usage pattern. First, the Audit Report states that Complainant's high usage is coming from winter months.⁵² This statement in itself gave PECO reason to look at Complainant's usage pattern or appliances to see whether it was likely that Complainant was eligible for a more advantageous rate.

Second, Complainant repeatedly called PECO Customer Service to find out why her bills were so high.⁵³ These calls gave PECO reason to look at Complainant's usage pattern, after which PECO would have had actual notice of service conditions, or at least would have had a duty to inquire about service conditions.⁵⁴ In *Black Diamond Hose Company #2 v. PP&L*, the

⁴⁹ The facts involved in this case are significantly different than those present in *Kramer v. Duquesne Light Co.*, Docket No. F-2017-2499181, 2017 WL 1091432 (finding that the utility did not have a duty to inquire about service conditions where the utility had no notice of service conditions). In that case, although the customer was similarly not advised of the availability of a different rate based on its service conditions, the utility was not provided with express actual or implied actual notice sufficient to support a finding of a violation of Section 1303. In this current case, PECO's receipt of implied actual notice means that PECO had a "duty to inquire," as established in *City of Pittsburgh v. Duquesne*.

⁵⁰ See, e.g., *The Victory Condo. Ass'n v. PECO Energy Co.*, No. C-2011-2268126, 2012 WL 6087518 (Sept. 27, 2012) at *5; *Edward Ferguson v. PECO Energy Co.*, No. C-2013-2360708, 2014 WL 606354, at *9 (Jan. 8, 2014) (finding that on its own, usage consistent with electric heating was constructive notice, not actual note of service conditions).

⁵¹ *Edward Ferguson v. PECO Energy Co.*, No. C-2013-2360708, 2014 WL 606354, at *11 (Jan. 8, 2014).

⁵² Joint Hearing Exh. 1 at ¶ II(h).

⁵³ Hearing Tr. at 34-37 (discussing three calls Complainant made to PECO: 1) November 15, 2022, Complainant called seeking explanation of why bills are so high, 2) May 17, 2023, Complainant called to dispute the high bill, 3) June 27, 2023, called to ask why her bill was so high and was told her usage that year was consistent with her usage the previous year).

⁵⁴ In fact, during one of these calls, it appears PECO did look at Complainant's usage pattern. However, instead of noting that Complainant's usage was consistent with use of electric heat and advising Complainant about the more

Commission found that where the customer called the utility four times in four years regarding high bill issues and was told he was being billed correctly as a commercial customer, the utility had notice of the customer's service conditions and should have applied the most advantageous rate during that period.⁵⁵ Here, Complainant called PECO three times in two years regarding high bill issues. Despite these repeated indicators that Complainant was not being billed correctly, PECO failed to inquire about Complainant's service conditions, failed to review its own Company records, and failed to disclose to Complainant the availability of Rate RH.⁵⁶

As discussed above, with PECO's receipt of the Audit Report alone, PECO was provided with express actual notice of Complainant's service conditions. Additionally, however, Complainant's repeated calls to customer service regarding high bill issues, as well as Complainant's usage data, also constitute implied actual notice of service conditions to PECO under Section 1303. This implied actual notice was sufficient to require PECO to inquire and, at the least, inspect its own records. In combination, these factors establish that PECO had actual notice of Complainant's service conditions, obligating PECO to compute Complainant's bills under the most advantageous rate. PECO failed to do so, in violation of Section 1303, and Complainant is entitled to relief.

3. *PECO has not remedied its failure to bill Complainant at the most advantageous rate.*

Complainant requests relief for PECO's violation of Section 1303 in the form of a retroactive rate change from the date PECO received notice of Complainant's service conditions

advantageous rate, PECO advised Complainant only that her usage was consistent with the previous year's usage. Robinson Hearing Exh. 1-11.

⁵⁵ *Black Diamond Hose Co. #2 v. PP&L Utilities Corporation, d/b/a PPL Electric Utilities, Inc.*, 94 Pa. P.U.C. 251 (May 1, 2000). Like in this current case, the utility started billing Black Diamond Hose Co. at the more advantageous rate in 1999, and Complainant argued that they should have been billed at this more advantageous rate years ago. The Commission agreed with Complainant, and held that the utility should re-bill Complainant for the four year period prior to the 1999 rate change.

⁵⁶ Robinson Hearing Exh. 1-4.

to reflect what she would have been billed in CAP Rate RH for the period of May 2022 through June 2024. PECO admitted that the billing adjustment based on Complainant's household income in November 2024 was unrelated,⁵⁷ and that it did not credit Complainant's bill to reflect what she would have been billed on Rate RH for the full period since its receipt of express actual notice of her service conditions.⁵⁸ Notwithstanding those admissions, PECO will attempt to use its witness testimony to undermine Complainant's right to relief.⁵⁹ However, this witness testimony does not alter PECO's admissions, nor does it rebut evidence showing that PECO did not provide a retroactive rate change during the period in question.

Complainant's Formal Complaint addresses the uncontested factual history concerning PECO's billing and its unrelated account adjustment. Indeed, in PECO's Answer, it has admitted that it has made no adjustments concerning Rate RH to Complainant's bill during the period at issue, May 2022 through June 2024. Complainant specifically pled, in her Formal Complaint (exhibit references omitted):

23. Later, in or around November, 2024, Complainant received an unrelated retroactive adjustment to her CAP billing to properly reflect her household income as between 0% and 50% FPL.

26. In October 2024, at Complainant's request through CLS, Complainant was placed on Rate RH beginning with her July 2024 bill.

27. On September 4, 2024, Complainant, through CLS, requested that PECO provide a retroactive rate correction placing her on Rate RH dating back to May 4, 2022.

⁵⁷ PECO Answer at ¶ 23-26.

⁵⁸ PECO Answer at ¶ 27-28.

⁵⁹ This testimony proceeded over Complainant's objection to discussion of a separate, unrelated adjustment made to Complainant's account. Hearing Tr. at 75-76.

28. On October 10, 2024, PECO informed Complainant, through CLS, that PECO would not provide a retroactive rate correction placing her on Rate RH dating back to May 4, 2022, the day Complainant's LIURP Home Energy Audit reported her heat as electric.

In its April 16, 2025 responsive pleading, PECO's Answer admits Complainant's factual allegations in all material respects, as follows:

23-26. Admitted. The Complainant was placed on Rate RH as a customer courtesy.

27-28. Admitted in part; denied in part. It is admitted only that CLS requested that PECO provide a retroactive rate correction. It is denied that a correction was warranted, as no rate error was made.

Accordingly, although discussed at length during the hearings, it is uncontested that PECO's November 2024 adjustment to Complainant's bill was *unrelated* to the retroactive adjustment warranted due to PECO's failure to compute Complainant's bills pursuant to the most advantageous rate available based on her service conditions. Indeed, PECO has maintained that it will only apply the retroactive rate adjustment starting with Complainant's July 2024 bill, which is the gravamen of Complainant's grievance.⁶⁰ As PECO admitted in its Answer, it did not provide any retroactive rate adjustment associated with Rate RH and has at all times maintained its position that no such adjustment was warranted.

Nonetheless, PECO's witness Mr. Costello stated that the November 2024 \$3,120 adjustment, labeled on the activity statement as "Adjustment: CAP PIPP," "came from when the rate was adjusted from residential to residential heat," and covers a revision of bills from January

⁶⁰ Exh. to "Formal Complaint" at D:5.

2023 until November 2024.⁶¹ Mr. Costello then stated that the \$3,120 adjustment was actually a combination of “both issues.”⁶² Later, PECO’s witness Ms. Lawton stated that a credit provided to Ms. Robinson’s account “was based on the RH rate and the SSI minor income.”⁶³ Contradictorily, however, Ms. Lawton also agreed that Complainant was still effectively billed under Rate R between January 2023 and July 2024.⁶⁴

This confusion created at the hearing does not undermine the underlying admissions and evidence showing that PECO did not provide an appropriate adjustment during the period in question. PECO stipulated to the authenticity of Complainant’s hearing exhibits.⁶⁵ Robinson Hearing Exhibit 3 lays out what Complainant was actually billed for each month during the period in question, based on Complainant’s household composition and income in PECO’s records during that period,⁶⁶ and what Complainant would have been billed during each month had she been billed properly at the most advantageous rate. Nowhere in the record does PECO refute that for the period in question, May 2022 through June 2024, Complainant was billed at the CAP rate for Rate R.

The November 2024 adjustment was based on the erroneous inclusion of Social Security income of a minor (Complainant’s grandchild) in calculating Complainant’s CAP bills, and does not include any adjustment associated with a retroactive change to Rate RH. Had PECO made

⁶¹ Hearing Tr. at 26-27. In this discussion, Mr. Costello points to the third column of the activity statement, which states the billing period. Although Mr. Costello states that the billing adjustments entered in November 2024 reflect an adjustment dating back to January 2023, the “billing period” column demonstrates that these adjustments were for bills originally issued in July 2024, August 2024, September 2024, October 2024, and November 2025. *See* PECO Hearing Exh. 1. These adjustments reflect the Rate R to Rate RH adjustment made when PECO placed Complainant on Rate RH beginning with her July 2024 bill. *See* “Formal Complaint” ¶ 26. These adjustments are clearly not applied during the period in question, May 2022 through June 2024.

⁶² Hearing Tr. at 30: 14-15.

⁶³ Hearing Tr. at 93:3.

⁶⁴ Hearing Tr. at 94:11-18.

⁶⁵ Joint Hearing Exh. 1 at ¶ III(a).

⁶⁶ *See* Robinson Exh. 1-18 (clarifying, in II-2, that the calculations provided by PECO indicating what Complainant would have been billed if she had been billed at Rate RH with CAP were calculated based on Complainant’s household income as determined by PECO on 4/23/2018).

any retroactive adjustment to address Complainant's eligibility for Rate RH in November 2024, it would not, some five months later, in April 2025, have admitted such adjustment was unrelated. Indeed, it strains credulity to submit that PECO would fail to acknowledge having satisfied some portion of Complainant's retroactive credit demand in its Answer, in correspondence with Complainant's Counsel, or in any way whatsoever prior to the hearing. Ultimately, aside from confusing and contradictory witness testimony, PECO has not submitted any evidence supporting that it made any Rate RH associated adjustment prior to July 2024, and to the contrary, Complainant has introduced substantial evidence in support of the fact that it did not. Despite confusion created during the hearing about PECO's admittedly unrelated account adjustment associated with minor Social Security income, Complainant has not received and remains entitled to a retroactive rate change for the period between May 2022 and June 2024.

B. PECO Provided *Per Se* Unreasonable Service in Violation of 66 Pa. C.S. §1501 by Failing to Adhere to its Tariff and Compute Bills Under the Most Advantageous Rate Pursuant to Section 1303.

It is bedrock public utility law that PECO is obligated to adhere to its tariff.⁶⁷ In failing to bill Complainant pursuant to Rate RH after receiving actual notice of the fact that her home is heated using electricity, as required by Section 1303, PECO violated its tariff and rendered *per se* unreasonable service in violation of Section 1501. PECO's recalcitrance in responding to such failure further compounds the unreasonableness of the service provided, warranting an assessment of civil penalties pursuant to 66 Pa. C.S. §3301.

Section 1501 of the Public Utility Code requires PECO to "furnish and maintain adequate, efficient, safe, and reasonable service and facilities."⁶⁸ The Commission has held that

⁶⁷ 66 Pa. C.S. § 1303.

⁶⁸ 66 Pa. C.S. § 1501.

the definition of “service” should be broadly construed, and includes a utility’s billing its customers accurately.⁶⁹ In failing to bill Complainant at the correct rate and failing to acknowledge and act upon actual notice of service conditions, PECO provided unreasonable service in violation of Section 1501.

Each bill delivered to Complainant from May 2022 to June 2024 utilized Rate R, rather than Rate RH. The impact of this violation is that Complainant was actually billed \$1,958.25 in excessive rates and charges during this period.⁷⁰ For Complainant, a low-income grandmother and caregiver for her disabled grandson, these excessive charges have been particularly harmful, contributing to unaffordable bill amounts and jeopardizing her access to essential light, heat, medical device use, and air circulation in her home. This was not an isolated billing error or a single violation. PECO failed to bill Complainant pursuant to its lawful billing rate over an extensive, 26-month period. Indeed, each bill PECO issued during this period constitutes a separate violation of PECO’s tariff and Section 1303.

When alerted to its error and informed that records in its possession confirmed that PECO was obligated to bill Complainant at Rate RH, PECO was unreasonably slow to respond and resisted providing Complainant adequate retroactive relief. Indeed, PECO’s refusal to rectify its violations continues to this date. Although Complainant’s counsel was corresponding with PECO as early as August 2024 regarding changing Complainant’s service to the correct rate, Rate RH, it took more than a month and follow up requests by Complainant’s counsel for PECO to assent to

⁶⁹ *Michael Guagenti v. PECO Energy Company*, Pa. PUC Docket No. F-2018-3001891, Opinion and Order at 5 (Dec. 19, 2019) (citing *Country Place Waste Treatment Co., Inc. v. Pa. PUC*, 654 A.2d 72 (Pa. Cmwlth. 1995)), available at <https://www.puc.pa.gov/pcdocs/1648249.docx>; *Jay Larry Moyer v. PPL Electric Utilities Corporation*, Pa. PUC Docket No. C-2017-2629683, Opinion and Order at 48 (Oct. 28, 2021), available at <https://www.puc.pa.gov/pcdocs/1723657.doc>. See also 66 Pa. C.S. § 102 (“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, in the performance of their duties under this part to their patrons, employees, other public utilities, and the public.”).

⁷⁰ Robinson Hearing Exh. 3-2.

apply its lawful tariff rate based on the actual notice of service conditions apparent from its own records, namely, the Audit Report.⁷¹ Because PECO was legally obligated by Section 1303 of the Public Utility Code to bill Complainant at Rate RH during this period, delayed doing so, and withheld appropriate retroactive adjustment, PECO has provided unreasonable service in violation of Section 1501 and civil penalties are warranted.

C. PECO Provided Unreasonable Service in Violation of 66 Pa. C.S. §1501 by Insisting Upon Notice in a Specific Manner, Thereby Impeding Access to Approved Tariff Rates.

As discussed above, notice under Section 1303 is notice that is “affirmatively proved to have been given to a party directly, and also such notice as a party is presumed to have received personally because facts within its knowledge were sufficient to place upon the party the duty to inquire about the fact or condition in question.”⁷² Under this standard, there are two general ways that notice could be provided to PECO: 1) if notice of service conditions is given to PECO directly, or 2) if facts within PECO’s knowledge were sufficient to place a duty on PECO to inquire about the service conditions.

Under Section 1303, notice is not required to be in a prescribed form or through a particular designated channel. PECO will argue that it did not receive notice of service conditions because Complainant did not call PECO and tell them that she had an electric heating system.⁷³ Mr. Costello testified that on a customer service call about high bills, unless a customer directly states something about residential heat, there would be no follow up from PECO about

⁷¹ Exh. to “Formal Complaint” at D:2-5.

⁷² *The Victory Condo. Ass'n v. PECO Energy Co.*, No. C-2011-2268126, 2012 WL 6087518 (Sept. 27, 2012) at *5 (citing *City of Pittsburgh v. Duquesne Light Co.*, 54 Pa. P.U.C. 460 (1980)).

⁷³ It is not clear whether, even if Complainant had called PECO and said she had electric heat, PECO would have initiated investigation to determine whether Complainant qualified for a more advantageous rate. The training document that PECO provided trains only on what to do if a customer calls “about a possible rate change from rate R to rate RH,” not what to do if a customer calls, identifies they use electric heat, but does not specifically ask about a rate change. Robinson Hearing Exh. 2.

residential heat.⁷⁴ Ms. Lawton testified that actual notice is when a customer “calls us to let us know what their heating source is.”⁷⁵

However, PECO cannot dictate that there is only one particular way it can receive notice of service conditions. In *Black Diamond Hose Co. #2 v. PP&L*, the respondent utility argued that the customer was not eligible for a residential as opposed to commercial rate because it did not apply for that rate, while the customer argued that it did submit an oral application for a residential rate when they called to ask for relief related to high bills.⁷⁶ The Commission agreed with the customer, and held that an oral application was sufficient.⁷⁷ Although *Black Diamond Hose* was evaluating both the availability of a specific rate under 66 Pa. C.S. §1511 and the question of notice under Section 1303, the logic of the holding and analysis applies to this current case. Furthermore, as discussed above, the Commission has taken a broad approach in evaluating the form of notice, holding that even documents supplied in the course of complaint proceedings were sufficient to constitute actual notice of service conditions for purposes of Section 1303’s mandate.⁷⁸

Here, PECO will argue that they need not have billed Complainant at the more advantageous Rate RH because they were not notified of service conditions in the manner they deemed to impose. However, no provision of PECO’s tariff limits the manner in which a customer may provide notice pursuant to Section 1303. Complainant avers that PECO has no authority, absent Commission approval, to impose any such restriction. That is particularly important in circumstances, such as those presented in this case, in which PECO has failed to

⁷⁴ Hearing Tr. at 61.

⁷⁵ Hearing Tr. at 68.

⁷⁶ *Black Diamond Hose Co. #2 v. PP&L Utilities Corporation, d/b/a PPL Electric Utilities, Inc.*, 94 Pa. P.U.C. 251 (May 1, 2000).

⁷⁷ *Id.*

⁷⁸ *Roberts v. PPL Elec. Util. Co.*, No. F-2024-3046011, 2025 WL 1148227, at *26 (Apr. 10, 2025).

even advise its customers of the availability of preferential rates for residential customers who heat with electricity.⁷⁹ As PECO concedes, at no time prior to October 2024 did it provide Complainant with written documentation regarding the availability of Rate RH.⁸⁰ Likewise, despite her multiple calls to PECO regarding high bills associated with cold weather usage, at no time did PECO representatives even mention the availability of Rate RH.⁸¹ Finally, despite having an objective of providing cost savings measures and making bills more manageable, PECO has not instructed its contractors to provide information to customers with residential heating systems, like Complainant.⁸²

What determines whether PECO received notice is not whether the customer has supplied information via PECO's preferred method, but, rather, whether PECO received notice that meets the standard of Section 1303. Here, while Complainant may not have informed PECO in the manner it preferred, PECO was nonetheless provided actual notice under the standard imposed by Section 1303 without Complainant ever being informed by PECO or its contractor of the availability of Rate RH.

Notably, the method through which PECO does prefer to receive notice of service conditions greatly disadvantages tenants like Complainant. Through counsel, Complainant propounded multiple discovery requests asking PECO to provide materials relating to initiating rate changes through a high bill dispute process, policies related to identifying customers who

⁷⁹ See, e.g., *Mauro v. Duquesne Light Co.*, 69 Pa.P.U.C. 105, 1988 WL 1664137 (adopting Initial Decision of ALJ Nemeč):

The Commission has consistently interpreted Section 1303 as placing an affirmative duty upon a complainant to notify a utility of its service conditions before a new rate may be applied to an account. However, in my opinion, this imposed duty to notify arises after a customer is made aware of the availability of new and existing rates. I would thus place an implied duty on the utility to inform its customers of the availability of new rates.

⁸⁰ Robinson Hearing Exh. 1-4.

⁸¹ Robinson Hearing Exh. I-4.

⁸² Robinson Hearing Exh. I-4.

use electricity to heat, customer service scripts related to the availability of Rate RH, and customer education materials describing the process of applying for Rate RH.⁸³ In response, PECO provided one customer service training module.⁸⁴ The provided document outlines what to do when a customer calls about a rate change from Rate R to Rate RH, and describes that the customer must send PECO the original invoice with installation charges and the make and model for the electric heating system.⁸⁵ A tenant who did not pay for and was not present for the installation of an electric heating system is not likely to have the original installation invoice or knowledge of the make and model of the system.⁸⁶ Furthermore, a tenant may not have access to a basement or other part of the property to obtain proof of the make and model of the system, depending on the property's configuration and the landlord's ability to restrict access.

In this case, PECO has maintained that Complainant was required to follow particularized steps to provide it with notice of her service conditions, even after receiving (and having significant reason to review) the Audit Report. Indeed, PECO submits that Complainant was only supplied Rate RH "as a customer courtesy."⁸⁷ PECO's manner of restricting Complainant's access to Rate RH, in violation of Section 1303, constitutes unreasonable service and, as such, a violation of Section 1501 of the Public Utility Code.

⁸³ Robinson Hearing Exh. 1-3, 1-4.

⁸⁴ Robinson Hearing Exh. 2.

⁸⁵ Robinson Hearing Exh. 2.

⁸⁶ Mr. Costello testified that in the case of a customer who called to request a rate change at a property where electric heat had already been installed for some time, PECO would probably schedule a field visit instead of requiring the installation and invoice documentation. Hearing Tr. at 45-46. Ms. Lawton stated that to change service from Rate R to Rate RH, a customer could provide a lease stating the heating source. Hearing Tr. at 69:15-19. While this may be useful information for a tenant trying to demonstrate eligibility for Rate RH, neither of these possibilities is reflected in the training document that PECO provided.

⁸⁷ PECO Answer ¶23-26.

D. The Commission Should Fine PECO for Its Violation of the Public Utility Code.

The Public Utility Code and Commission Regulations allow for the imposition of civil penalties when utilities violate the Public Utility Code.⁸⁸ The Commission has established standards and policies to be considered in evaluating violations of the Public Utility Code to determine whether a fine would be appropriate.⁸⁹ In this case, factors in favor of imposing a civil penalty include the seriousness of the conduct, the seriousness of the consequences, and the ongoing nature of the violation.

As discussed above, this violation caused Complainant's bills to suddenly and dramatically increase, threatening Complainant's access to essential electric service. The monetary impact of this violation was \$1,958.25, an impact especially significant to someone like Complainant with a fixed income below 50% of the Federal Poverty Level. PECO failed to bill Complainant pursuant to its lawful billing rate over an extensive, 26-month period. Even after it was alerted to the violation, it refused to remedy it, denying a rate correction dating back to when the violation began. Because of the impact of this violation and PECO's persistence in

⁸⁸ See 66 Pa.C.S. § 3301; see also 52 Pa. Code § 69.1201.

⁸⁹ 52 Pa. Code § 69.1201. The regulation sets forth 10 factors that the Commission must consider in determining whether a fine is appropriate: (1) Whether the conduct at issue was of a serious nature. When conduct of a serious nature is involved, such as willful fraud or misrepresentation, the conduct may warrant a higher penalty. When the conduct is less egregious, such as administrative filing or technical errors, it may warrant a lower penalty. (2) Whether the resulting consequences of the conduct at issue were of a serious nature. When consequences of a serious nature are involved, such as personal injury or property damage, the consequences may warrant a higher penalty. (3) Whether the conduct at issue was deemed intentional or negligent. This factor may only be considered in evaluating litigated cases. When conduct has been deemed intentional, the conduct may result in a higher penalty. (4) Whether the regulated entity made efforts to modify internal practices and procedures to address the conduct at issue and prevent similar conduct in the future. These modifications may include activities such as training and improving company techniques and supervision. The amount of time it took the utility to correct the conduct once it was discovered and the involvement of top-level management in correcting the conduct may be considered. (5) The number of customers affected and the duration of the violation. (6) The compliance history of the regulated entity which committed the violation. An isolated incident from an otherwise compliant utility may result in a lower penalty, whereas frequent, recurrent violations by a utility may result in a higher penalty. (7) Whether the regulated entity cooperated with the Commission's investigation. Facts establishing bad faith, active concealment of violations, or attempts to interfere with Commission investigations may result in a higher penalty. (8) The amount of the civil penalty or fine necessary to deter future violations. The size of the utility may be considered to determine an appropriate penalty amount. (9) Past Commission decisions in similar situations. (10) Other relevant factors.

its refusal to recognize its possession of actual notice of service conditions, civil penalties are warranted in this case.

E. Further Investigation Regarding the Performance of PECO's Customer Information System is Warranted.

In the course of this proceeding, it has become apparent that PECO's account records require further investigation in order to ensure that PECO is able to provide adequate and consistent customer service. The data errors evident from PECO's records provide additional support for Complainant's contentions that PECO has provided unreasonable service, as discussed above, because it is not possible to determine, with consistency and reliability, what PECO's customer service personnel have communicated to Complainant when she has contacted PECO.⁹⁰ For these reasons, it is also appropriate that the record of this proceeding be forwarded to the Bureau of Investigation and Enforcement (I&E) for further review and investigation.

As shown in the records of PECO's contacts on Complainant's account, there are numerous entries unrelated to Complainant's utility service.⁹¹ As PECO acknowledged during the hearing, its records for Complainant's account contain contacts that do not appear to be related to Complainant. Indeed, these records appear to refer to circumstances associated with one or more customers of PECO's sibling Illinois-based utility, Commonwealth Edison Company, or ComEd, suggesting there are data intrusion issues with PECO's customer information system. It is not possible to reliably determine whether many of PECO's records of contacts are associated with Complainant, or with one or more ComEd customers. This constitutes another factor weighing in favor of a finding that PECO has not provided reasonable service, as discussed above.

⁹⁰ Hearing Tr. at 54.

⁹¹ Hearing Tr. at 46-54.

Furthermore, if PECO's system is infected with records associated with ComEd customers in Illinois, it is likewise possible that information associated with Complainant's account, or those of any of PECO's customers, have erroneously been shared with ComEd. This raises significant privacy concerns and warrants further investigation. For these reasons, Complainant submits that the record of this proceeding should be forwarded to I&E in order to ensure that PECO's customers' data is secure and reliable.

VII. CONCLUSION

Complainant has demonstrated, by the preponderance of the evidence, that PECO has repeatedly violated Section 1303 of the Public Utility Code by failing to bill her at the most advantageous rate despite actual notice of her service conditions, namely, that she uses electricity for heat and is entitled to Rate RH. Those violations, persisting across 26 billing months, and remaining unrectified to date, constitute *per se* unreasonable service, in violation of PECO's tariff and Section 1501 of the Public Utility Code. PECO's insistence upon the provision of further notice in a particular form not approved by the Commission, despite the actual notice in its possession, as well as its refusal to take prompt and complete remedial action to correct Complainant's bill constitutes further unreasonable service in violation of Section 1501 of the Public Utility Code. These violations warrant the imposition of civil penalties. Finally, due to the evidence demonstrating data errors and potential privacy concerns associated with PECO's customer information system, the record of this proceeding should be referred to I&E for its investigation.

VIII. PROPOSED FINDINGS OF FACT

1. Complainant is a low-income tenant and grandparent caregiver for her disabled grandson.
Hearing Tr. at 14-15.

2. At all times relevant hereto, Complainant has been PECO's customer at 1250 Alcott Street, Philadelphia. Joint Hearing Exh. 1, Stipulations at ¶ II(a).
3. Complainant's primary heat source is an electric heat pump. Joint Hearing Exh. 1, Stipulations at ¶ II(g).
4. On May 4, 2022, Complainant received a Home Energy Audit performed by PECO's contractor. Joint Hearing Exh. 1, Stipulations at ¶ II(b).
5. In May of 2022, Complainant was billed at Rate R. Joint Hearing Exh. 1, Stipulations at ¶ II(e).
6. In May of 2022, Complainant was eligible to be billed at Rate RH. Hearing Tr. at 47.
7. The information included in the Home Energy Audit Report demonstrates that Complainant was eligible to be billed at Rate RH. Hearing Tr. at 47.
8. PECO received express actual as well as implied actual notice that Complainant used electric heat and was eligible for Rate RH when PECO was provided with the Home Energy Audit Report. Joint Hearing Exh. 1, Stipulations at ¶ II(d).
9. Complainant called PECO on November 15, 2022 seeking explanation of why her bills are so high, again on May 17, 2023 to dispute a high bill, and again on June 27, 2023 to ask why her bill was so high. Complainant was advised that her usage that year was consistent with prior periods. Hearing Tr. at 34-37; Robinson Hearing Exh. 1-9.
10. It would have been more advantageous for Complainant to have been billed at Rate RH than at Rate R from May 2022 through June 2024. Joint Hearing Exh. 1, Stipulations at ¶¶ II(i-j).
11. PECO overbilled Complainant by \$1,958.25 over the period from May 2022 through June 2024 due to the application of Rate R instead of Rate RH. Robinson Hearing Exh. 3.

12. Complainant has not been provided a billing adjustment related to being billed at the incorrect rate between May 2022 and June 2024; she received an unrelated account adjustment of \$3,120. Hearing Tr. at 87:6.
13. Because PECO's customer information system includes unrelated contacts from ComEd accounts, it is not possible to consistently and reliably determine what information was provided to Complainant in her contacts with PECO.

IX. PROPOSED CONCLUSIONS OF LAW

1. PECO received express actual notice of Complainant's service conditions (use of electric heat) in May of 2022. *City of Pittsburgh v. Duquesne Light Co.*, 54 Pa. P.U.C. 460 (1980).
2. PECO received further implied actual notice of Complainant's service conditions (use of electric heat) by way of Complainant's contacts with PECO customer service concerning high bills and her demonstrated high winter usage trend. *City of Pittsburgh v. Duquesne Light Co.*, 54 Pa. P.U.C. 460 (1980).
3. By failing to bill Complainant at the most advantageous rate after receiving actual notice of service conditions, PECO violated 66 Pa. C.S. §1303.
4. By failing to bill Complainant at the correct rate, PECO provided unreasonable service in violation of 66 Pa. C.S. §1501.
5. Complainant is entitled to be refunded the balance on her account after calculating the retroactive change from CAP with Rate R to CAP with Rate RH dating from May 2022 through June 2024.
6. As a result of the violations of its tariff, 66 Pa. C.S. §§1303 and 1501, an assessment of civil penalties is appropriate. PECO is required to pay civil penalties in an amount determined appropriate by the ALJ.

X. PROPOSED ORDERING PARAGRAPHS

1. That the complaint of Tonia Robinson be sustained.
2. That PECO shall adjust Complainant's account balance to reflect a \$1,958.25 credit.
3. That PECO shall refund to Complainant the credit on her account remaining after the bill adjustment is made.
4. That PECO shall pay civil penalties in an amount determined appropriate by the ALJ.
5. That the record of this proceeding be referred to I&E for its investigation.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Tonia Robinson
Complainant
v.
PECO Energy Company
Respondent

Docket No. C-2025-3054236

CERTIFICATE OF SERVICE

I hereby certify that I have, on August 11, 2025, served copies of the Main Brief of Tonia Robinson upon the person(s) listed below in the manner indicated in accordance with the requirements of 52 Pa. Code §1.54.

Via Email

The Honorable Christopher Pell
Deputy Chief Administrative Law Judge
Pennsylvania Public Utility Commission
801 Market Street, Suite 4063
Philadelphia, PA 19107

Via

Eric Ball
erball@pa.gov

Khadijah Scott, Esq.
PECO Energy Company
2301 Market Street
Philadelphia, PA 19103
khadijah.scott@exeloncorp.com

Dated on this 11th day of August, 2025

/s/ Charlotte Eden Edelstein

Charlotte Eden Edelstein, Esquire
Community Legal Services, Inc.
1410 West Erie Avenue
Philadelphia, PA 19140