

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Julia Bohnenberger	:	
	:	
v.	:	C-2025-3054369
	:	
PECO Energy Company - Electric	:	

**INITIAL DECISION**

Before  
Alphonso Arnold III  
Administrative Law Judge

**INTRODUCTION**

This Initial Decision sustains the Formal Complaint filed by an electric service customer against her electric utility. The Complaint is sustained because the customer met her burden of proving that her utility did not render her a bill once every billing period between March 2024 and December 2024, pursuant to the Commission regulations, and then rendered her multiple bills in January and February 2025. This Decision further finds that the utility did not provide the customer with reasonable service by failing to timely explain the make-up bills that it issued to her. Based on the violations found in this matter, the utility is ordered to pay a civil penalty in the amount of \$1,000.

## HISTORY OF THE PROCEEDING

On April 1, 2025, Julia Bohnenberger (“Complainant”) filed a Formal Complaint (“Complaint”) against PECO Energy Company – Electric (“Respondent”) with the Pennsylvania Public Utility Commission (“Commission”), alleging that Respondent has not been rendering her a bill every billing period. Specifically, Complainant alleged that she incurred an 11-month billing delay due to a technical issue on Respondent’s behalf. For relief, Complainant asked for a significant reduction in the amount Respondent is attempting to bill her, and for limits to be placed on how far back Respondent can bill her.

On April 22, 2025, Respondent filed an Answer wherein it admitted or denied the allegations of the Complaint. Respondent admitted that Complainant did not receive a monthly bill from March 2024 through January 2025 due to technical issues with Respondent’s billing system. Respondent issued Complainant a make-up bill for the unbilled public utility service and offered Complainant a payment arrangement for that balance, which Complainant declined. Respondent asserted that it provided Complainant a credit in the amount of \$930.76 due to Complainant being unable to switch suppliers during the billing delay. Respondent concluded its Answer by requesting dismissal of the Complaint.

On April 25, 2025, an Initial Telephonic Hearing Notice was served to the parties scheduling an evidentiary hearing for June 18, 2025, and assigning this matter to me.

Also on April 25, 2025, the Commission issued a Prehearing Order which detailed the procedural rules that would govern the evidentiary hearing.

On June 18, 2025, the evidentiary hearing was held as scheduled. Complainant appeared *pro se* for the hearing and presented testimony in support of her Complaint. Complainant sponsored one exhibit that was admitted into the record. Khadijah Scott, Esquire, represented Respondent at the hearing and presented the testimony of Renee Tarpley, a senior regulatory assessor employed by PECO, who sponsored two exhibits that were admitted into the record.

On June 30, 2025, the electronic transcript of the hearing was filed with the Commission. The record was closed on this date.

For the reasons discussed below, the Complaint will be sustained, and Respondent will be assessed a civil penalty in the amount of \$1,000.

#### FINDINGS OF FACT

1. Complainant is Julia Bohnenberger.
2. Respondent is PECO Energy Company – Electric Division.
3. Complainant received a bill from PECO on February 5, 2024, for electric service rendered from January 3, 2024, to February 1, 2024, and did not receive another bill from PECO until January 13, 2025. PECO Exhibit 1, p. 1.
4. On January 13, 2025, Complainant received a PECO bill for electric service rendered from February 1, 2024, to March 8, 2024. Tr. 9; Complainant Exhibit 1, pp. 11-14.

5. On January 16, 2025, Complainant received a PECO bill for electric service rendered from March 8, 2024, to April 11, 2024. Tr. 9; Complainant Exhibit 1, pp. 8-10.

6. On January 21, 2025, Complainant received a PECO bill for electric service rendered from April 11, 2024, to May 10, 2024. PECO Exhibit 1, p. 1.

7. On January 24, 2025, Complainant received a PECO bill for electric service rendered from May 10, 2024, to June 11, 2024. Tr. 10; Complainant Exhibit 1, pp. 4-6.

8. On January 30, 2025, Complainant received a PECO bill for electric service rendered from June 11, 2024, to July 11, 2024. Tr. 10; Complainant Exhibit 1, pp. 1-3.

9. On February 4, 2025, Complainant received a PECO bill for electric service rendered from July 11, 2024, to August 9, 2024. Tr. 10; Complainant Exhibit 1, pp. 32-34.

10. On February 10, 2025, Complainant received a PECO bill for electric service rendered from August 9, 2024, to September 10, 2024. Tr. 10; Complainant Exhibit 1, pp. 28-31.

11. On February 14, 2025, Complainant received a PECO bill for electric service rendered from September 10, 2024, to October 9, 2024. Tr. 10; Complainant Exhibit 1, pp. 25-27.

12. On February 19, 2025, Complainant received a PECO bill for electric service rendered from October 9, 2024, to November 7, 2024. Tr. 10; Complainant Exhibit 1, pp. 22-24.

13. On February 24, 2025, Complainant received a PECO bill for electric service rendered from November 7, 2024, to December 9, 2024. Tr. 10; Complainant Exhibit 1, pp. 18-21.

14. On February 27, 2025, Complainant received a PECO bill for electric service rendered from December 9, 2024, to January 9, 2025. Tr. 10; Complainant Exhibit 1, pp. 15-17.

15. Complainant received each of these delayed bills due to a PECO system change that occurred in February 2024. Tr. 15-16.

16. PECO is required to render bills on a monthly basis. Tr. 17.

17. When PECO is able to generate bills for a customer who has experienced a delay in their billing, it might issue multiple bills in one month to the customer to bring the billing up to date for the customer. Tr. 16.

18. Ms. Bohnenberger called PECO on April 1, 2025, at which time PECO spoke to Ms. Bohnenberger about the make-up bills, explained that it was permitted to issue make-up bills dating back four years, and offered her a payment arrangement. PECO Exhibit 2, p. 1.

19. PECO offered Complainant a 36-month payment arrangement, which Complainant declined. Tr. 23.

20. After Complainant declined PECO's 36-month payment arrangement, PECO offered Complainant a 48-month payment arrangement, which Complainant also declined. Tr. 23.

21. A payment arrangement is available for Complainant from PECO for her current balance. Tr. 20.

## DISCUSSION

### *Legal Standards*

Section 332(a) of the Public Utility Code provides that the party seeking relief from the Commission has the burden of proof. 66 Pa.C.S. § 332(a). "Burden of proof" means a duty to establish a fact by a preponderance of the evidence, or evidence more convincing, by even the smallest degree, than the evidence presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950). As a matter of law, a complainant must show that the named utility is responsible or accountable for the problem described in the complaint in order to prevail. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990). The offense must be a violation of the Public Utility Code, the Commission's regulations, or an outstanding order of the Commission. 66 Pa.C.S. § 701.

If a complainant establishes a prima facie case, the burden of going forward with the evidence shifts to the utility. If a utility does not rebut that evidence, the complainant will prevail. If the utility rebuts the complainant's evidence, the burden of going forward with the evidence shifts back to the complainant, who must rebut the utility's evidence by a preponderance of the evidence. The burden of going forward with the evidence may shift from one party to another, but the burden of proof never shifts; it always remains on a complainant. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa.

Cmwlth. 2001); *see also*, *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982).

Any decision of the Commission must be supported by substantial evidence. 2 Pa.C.S. § 704. "Substantial evidence" is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. 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. Co. 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. 1961); *Murphy v. Dept. of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

Public utilities are required by law to provide its customers with adequate and reasonable service. Section 1501 of the Code states:

**§ 1501. Character of service and facilities.**

Every public utility shall furnish and maintain adequate, efficient, safe and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience and safety of its patrons, employees and the public. Such service also shall be reasonably continuous and without unreasonable interruptions or delay. Such service and facilities shall be in conformity with the regulations and orders of the Commission.

66 Pa.C.S. § 1501. This section does not require utility companies to provide perfect service. *Elkin v. Bell Tel. Co. of Pa.*, 372 A.2d 1203 (Pa. Super 1987).

Additionally, public utilities are required to render a bill to its customers every billing period. Section 56.11 of the Commission's regulations provides:

**§ 56.11. Billing frequency.**

- (a) A public utility shall render a bill once every billing period to every residential customer in accordance with approved rate schedules.

52 Pa. Code § 56.11(a).

Finally, public utilities are permitted to render make-up bills for previously unbilled public utility service. Section 56.14 of the Commission's regulations provides,

**§ 56.14. Previously unbilled public utility service.**

When a public utility renders a make-up bill for previously unbilled public utility service which accrued within the past 4 years resulting from public utility billing error, meter failure, leakage that could not reasonably have been detected or loss of service, or four or more consecutive estimated bills and the make-up bill exceeds the otherwise normal estimated bill for the billing period during which the make-up bill is issued by at least 50% or at least \$50, whichever is greater:

- (1) The public utility shall explain the bill to the customer and make a reasonable attempt to amortize the bill.
- (2) The period of the amortization may, at the option of the customer, extend at least as long as:
  - (i) The period during which the excess amount accrued.
  - (ii) Necessary so that the quantity of service billed in any one billing period is not greater than the normal estimated quantity for that period plus 50%.

52 Pa. Code § 56.14.

## *Analysis*

In this matter, Ms. Bohnenberger complained about the frequency in which she received bills from PECO, claiming that PECO failed to render her a bill once every billing period. Tr. 7-8. It is undisputed that Ms. Bohnenberger received a PECO bill on February 5, 2024, and did not receive another bill from PECO until January 13, 2025. PECO Exhibit 1, p. 1. Starting with the bill issued to her on January 13, 2025, Ms. Bohnenberger received five bills in January 2025 and six bills in February 2025. Complainant Exhibit 1; PECO Exhibit 1 pp. 1-2.

PECO witness Renee Tarpley, a senior regulatory assessor employed by PECO, acknowledged that PECO is required to issue bills monthly. Tr. 17. Ms. Tarpley attributed PECO's delay in billing Ms. Bohnenberger to a PECO system change that occurred in February 2024. Tr. 15-16. Ms. Tarpley explained that when PECO is able to generate bills for a customer who has experienced a delay in their billing, it might issue multiple bills in one month to the customer to bring the billing up to date for the customer. Tr. 16. When Ms. Bohnenberger called PECO on April 1, 2025, PECO spoke to Ms. Bohnenberger about the make-up bills, explained that it was permitted to issue make-up bills dating back four years, and offered her a payment arrangement. PECO Exhibit 2, p. 1. Ms. Tarpley explained that PECO offered Ms. Bohnenberger a 36-month and 48-month payment arrangement, both of which Ms. Bohnenberger declined. Tr. 23. PECO is still willing to offer Ms. Bohnenberger a payment arrangement for her current balance. Tr. 20.

After reviewing the evidentiary record, I find that Ms. Bohnenberger met her burden of proving that PECO is responsible and accountable for the problem described in her Complaint. PECO is required to bill Ms. Bohnenberger once a billing period in accordance with its rate schedules. *See* 52 Pa. Code § 56.11(a). PECO is

required to bill Ms. Bohnenberger monthly. By failing to bill Ms. Bohnenberger from March 2024 through December 2024, and then by proceeding to bill Ms. Bohnenberger five times in January 2025 and six times in February 2025, PECO failed to bill Ms. Bohnenberger once every billing period pursuant to Section 56.11(a) of the Commission's regulations.

With respect to the make-up bills issued to Ms. Bohnenberger in January 2025 and February 2025, Section 56.14 of the Commission's regulations permits utilities to issue a make-up bill for previously unbilled service. The same regulation requires the utility to explain the make-up bill to the customer and to make a reasonable attempt to amortize the bill. Section 56.14(1). I find that PECO complied with this regulation in that it explained the make-up bills to Ms. Bohnenberger during the April 1, 2025, conversation and made a reasonable attempt to amortize the make-up bills by offering Ms. Bohnenberger payment arrangements.

However, although I find that PECO explained the make-up bills to Ms. Bohnenberger, I find that it did not do so in a timely manner. Given the influx of bills Ms. Bohnenberger received in January and February 2025, it would have been reasonable for PECO to reach out to Ms. Bohnenberger to explain the make-up bills at the time these bills were issued, or immediately after they were issued, instead of waiting until Ms. Bohnenberger contacted them in April 2025 to explain the make-up bills. By failing to timely explain to Ms. Bohnenberger the make-up bills, I find that PECO failed to render reasonable service to Ms. Bohnenberger in violation of Section 1501 of the Code, 66 Pa.C.S. § 1501.

Lastly, I will address Ms. Bohnenberger's requests for relief in this proceeding. Ms. Bohnenberger asked for a significant reduction in the amount PECO is attempting to bill her. Although Ms. Bohnenberger received delayed bills in this proceeding, she did not present any evidence that could support a finding that the billing

amounts were incorrect or that she did not use the electricity for which she was charged. Thus, Ms. Bohnenberger's request for a reduction in the amount PECO is attempting to bill her is dismissed. I note that PECO is willing to offer Ms. Bohnenberger a payment arrangement for her balance. Ms. Bohnenberger can still take advantage of this offer.

Ms. Bohnenberger also requested that limits be placed on how far back PECO can bill her. As cited, Section 56.14 of the Commission's regulations provides that a utility can render a make-up bill for previously unbilled public utility service which accrued within the past four years. *See* 52 Pa. Code § 56.14. The make-up bills that PECO issued to Ms. Bohnenberger for previously unbilled public utility services comply with the time period limitation provided in this regulation. Thus, Ms. Bohnenberger's request for limits to be placed on how far back PECO can bill her is dismissed.

#### *Civil Penalty*

Having found that PECO violated 52 Pa. Code § 56.11(a) and 66 Pa.C.S. § 1501 in this proceeding, the Commission is authorized to impose a maximum civil penalty of \$1,000 against PECO for each day the violations persisted. 66 Pa.C.S. § 3301. The Commission regulations set forth ten factors that the Commission will consider in evaluating and determining whether a fine for violating a Commission order, regulation or statute is appropriate. 52 Pa. Code § 69.1201.

The first criterion to consider is whether the violations were of a serious nature, such as willful fraud or misrepresentation, or whether the violations were less egregious, such as administrative or technical errors. 52 Pa. Code § 69.1201(c)(1). The issue that caused the delayed billing in this proceeding was technical in nature, i.e., a system change that occurred in PECO's system in February 2024. Regarding PECO's failure to properly explain the make-up bills to Ms. Bohnenberger, there is no evidence

that would lead to a conclusion that PECO's failure in this regard was intentional. Thus, I conclude that analysis of this factor warrants a lower penalty.

The second criterion is whether the resulting consequences of the conduct were of a serious nature, such as personal injury or property damage. 52 Pa. Code § 69.1201(c)(2). Ms. Bohnenberger did not receive personal injury or property damage due to PECO's violations. The consequences of PECO's conduct led to confusion and frustration on behalf of Ms. Bohnenberger, as her receiving multiple bills in a short time span was a factor that led to the filing of the Complaint in this matter. Thus, I conclude that analysis of this factor warrants a lower penalty.

The third criterion is whether the conduct at issue was deemed intentional or negligent. 52 Pa. Code § 69.1201(c)(3). As stated, there is no evidence that would lead to a finding that PECO's conduct was intentional. Thus, I conclude that analysis of this factor warrants a lower penalty.

The fourth criterion is whether the utility made efforts to modify internal practices and procedures to address the conduct and prevent similar conduct, and the amount of time it took for the implementation of these measures. 52 Pa. Code § 69.1201(c)(4). No evidence was presented regarding PECO's efforts to modify its internal practices to make sure that similar conduct would not occur again. Thus, I conclude that analysis of this factor warrants a higher penalty.

The fifth criterion is the number of customers affected. 52 Pa. Code § 69.1201(c)(5). Pursuant to the evidentiary record established in this proceeding, one customer, Ms. Bohnenberger, was affected by PECO's actions. Thus, I conclude that analysis of this factor warrants a lower penalty.

The sixth criterion is a consideration of PECO's compliance history. 52 Pa. Code § 69.1201(c)(6). No evidence was presented that PECO had a poor compliance record. Thus, I conclude that analysis of this factor warrants a lower penalty.

The seventh criterion is whether the regulated entity cooperated with the Commission's investigation. 52 Pa. Code § 69.1201(c)(7). The record contains no evidence that there was an investigation by the Commission and therefore this criterion works neither to mitigate nor to aggravate the penalty to be imposed.

The eighth criterion is the amount of the civil penalty or fine necessary to deter future violations, with consideration of the size of the utility. 52 Pa. Code § 69.1201(c)(8). In this matter, I conclude that a civil penalty in the amount of \$1,000 is sufficient to deter PECO from future violations.

The ninth criterion is past Commission decisions. 52 Pa. Code § 69.1201(c)(9). In *Taptich v. PPL Electric Utilities Corp.*, Docket No. C-2023-3042726 (Order entered Sept. 20, 2024) (*Taptich*), the Commission found that the utility failed to render the customer a bill once every billing period pursuant to Section 56.11(a) of the Commission's regulations when it failed to timely render to the customer her January 2023 and February 2023 bills and then rendered her multiple bills in March and April 2023. The Commission further found that the utility violated Section 1501 of the Code by failing to communicate with the customer the issues surrounding the issuance of her bills. For these violations, the Commission assessed a \$500 civil penalty.

Additionally, there have been two recent formal complaint proceedings in which the assigned ALJ found that PECO failed to render bills to customers once every billing period pursuant to Section 56.11(a) of the Commission's regulations. In *Chi v. PECO Energy Co.*, Docket No., F-2025-3052881 (Initial Decision issued Aug. 14, 2025) (*Chi*), the assigned ALJ found that PECO failed to render the customer bills during the

period of May 2024 to October 2024. *Chi* at 4. In *Alessandrini v. PECO Energy Co.*, Docket No. F-2024-3048905 (Initial Decision issued Aug. 8, 2025) (*Alessandrini*), the assigned ALJ found that PECO failed to render the customer bills during the period of August 2024 to November 2024. *Alessandrini* at 7. PECO's failure to render bills in *Chi* and *Alessandrini* is connected to the same system change referenced in this proceeding. *Chi* at 4; *Alessandrini* at 7. The ALJ declined to render a civil penalty in *Chi*, finding that the violation was due to a technical error with a small chance of being repeated in the future and not the type of violation that would be deterred by the imposition of a civil penalty. *Chi* at 13. The ALJ also declined to render a civil penalty in *Alessandrini*, finding that the delay in billing did not affect the customer's payment history and that PECO was able to render correct bills beginning December 2024. *Alessandrini* at 16. The Initial Decisions in *Alessandrini* and *Chi* became final on September 10, 2025, and September 18, 2025, respectively.

After reviewing the cases referenced above, and the civil penalty factors, I find it necessary to assess a civil penalty to PECO in this instance. Although the cause of the delayed bills was a technical error that may not occur again, it was unreasonable for Ms. Bohnenberger to receive an influx of bills in such a short time period without a proper explanation of the make-up bills. The fact pattern of this case is similar to the fact pattern in *Taptich*. However, in this matter, Ms. Bohnenberger received no bills for a longer period of time as compared to the customer in *Taptich* and received a larger influx of make-up bills as a result. I conclude that a civil penalty in the amount of \$1,000, or \$500 for each violation (52 Pa. Code § 56.11(a) and 66 Pa.C.S. § 1501), is appropriate to deter future violations.

#### CONCLUSIONS OF LAW

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

2. The party seeking relief from the Commission has the burden of proof. 66 Pa.C.S. § 332(a).

3. “Burden of proof” means a duty to establish a fact by a preponderance of the evidence, or evidence more convincing, by even the smallest degree, than the evidence presented by the other party. *Se-Ling Hosiery v. Margulies*, 70 A.2d 854 (Pa. 1950).

4. A complainant must show that the named utility is responsible or accountable for the problem described in the complaint in order to prevail. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990).

5. If a complainant establishes a prima facie case, the burden of going forward with the evidence shifts to the utility. If a utility does not rebut that evidence, the complainant will prevail. If the utility rebuts the complainant’s evidence, the burden of going forward with the evidence shifts back to the complainant, who must rebut the utility’s evidence by a preponderance of the evidence. The burden of going forward with the evidence may shift from one party to another, but the burden of proof never shifts; it always remains on a complainant. *Milkie v. Pa. Pub. Util. Comm’n*, 768 A.2d 1217 (Pa. Cmwlth. 2001); *see also, Burlison v. Pa. Pub. Util. Comm’n*, 443 A.2d 1373 (Pa. Cmwlth. 1982).

6. Any decision of the Commission must be supported by substantial evidence. 2 Pa.C.S. § 704.

7. "Substantial evidence" is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. 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. Co. 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. 1961); *Murphy v. Dept. of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

8. Every public utility shall furnish and maintain adequate, efficient, safe and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience and safety of its patrons, employees and the public. 66 Pa.C.S. § 1501.

9. A public utility shall render a bill once every billing period to every residential customer in accordance with approved rate schedules. 52 Pa. Code § 56.11(a).

10. When a public utility renders a make-up bill for previously unbilled public utility service which accrued within the past 4 years resulting from public utility billing error, meter failure, leakage that could not reasonably have been detected or loss of service, or four or more consecutive estimated bills and the make-up bill exceeds the otherwise normal estimated bill for the billing period during which the make-up bill is issued by at least 50% or at least \$50, whichever is greater: The public utility shall explain the bill to the customer and make a reasonable attempt to amortize the bill. 52 Pa. Code § 56.14(1).

11. Ms. Bohnenberger has satisfied her burden of proving that PECO did not render her a bill every billing period when it did not issue her bills in March 2024 through December 2024 and issued her multiple bills in January 2025 and February 2025. 66 Pa.C.S. § 332(a); 52 Pa. Code § 56.11(a).

12. PECO did not provide Ms. Bohnenberger with reasonable service in failing to timely explain the make-up bills to Ms. Bohnenberger. 66 Pa.C.S. § 332(a); 66 Pa.C.S. § 1501.

13. The Commission is authorized to consider and impose civil monetary penalties against a public utility company. 66 Pa.C.S. § 3301; 52 Pa. Code § 69.1201.

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint filed by Judith Bohnenberger in the matter of Julia Bohnenberger v. PECO Energy Company, Docket No. C-2025-3054369, is sustained.

2. That within 30 days from the date of the entry of the Final Order in this matter, PEOC Energy Company is directed to pay a total of \$1,000 in civil penalties by sending a certified check or money order payable to the “Commonwealth of Pennsylvania” with the docket number of this proceeding listed on the check to:

Matthew Homsher, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

