

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Lisa Longo	:	
	:	
v.	:	C-2025-3055013
	:	
PECO Energy Company	:	

INITIAL DECISION

Before
Marta Guhl
Administrative Law Judge

INTRODUCTION

This Initial Decision denies Lisa Longo’s Formal Complaint against PECO Energy Company because Complainant has not established that PECO Energy Company violated the Public Utility Code, Commission regulations or Commission order related to her solar system and charges.

HISTORY OF THE PROCEEDING

On May 7, 2025, Lisa Longo (Complainant or Ms. Longo) filed a Formal Complaint (Complaint) against PECO Energy Company (PECO or Respondent or Company) with the Pennsylvania Public Utility Commission (Commission). In the Complaint, the Complainant averred that there were issues with her solar system caused by surges at her home. She indicated that her electric charges have increased.

On May 23, 2025, the Respondent filed an Answer denying the material allegations of the Complaint.

On May 29, 2025, an Initial Telephonic Hearing Notice was issued, and the matter was scheduled for an initial hearing on August 12, 2025, and the case was assigned to Administrative Law Judge F. Joseph Brady.

On May 29, 2025, Judge Brady issued a Prehearing Order.

On June 10, 2025, a Judge Change Notice was issued, and the matter was reassigned to me. The hearing date and time did not change.

On August 12, 2025, the hearing convened as scheduled. Khadijah Scott, Esquire, was present on behalf of PECO along with two witnesses. However, the Complainant was not present. PECO moved to have the Complaint dismissed which I took under advisement.

The Complainant contacted my office on the same date after the hearing to indicate that she had issues calling into the hearing. PECO had no objection to a new hearing date.

On August 12, 2025, an Initial Telephonic Hearing Notice was issued, and the matter was rescheduled for October 21, 2025, at 10:00 a.m.

On August 13, 2025, I issued a second Prehearing Order.

The hearing proceeded as scheduled on October 21, 2025. The Complainant appeared *pro se* and testified. The Complainant also presented one exhibit which was entered into the record. The Respondent appeared and was represented by

Khadijah Scott, Esquire, who presented the testimony of the following witnesses: Charles Termine, a PECO Energy Technician; Edward Gomez, a PECO Meter Technician; Justice Ellis, a PECO Business Analyst; and Michael Begley, a PECO Regulatory Assessor. The Respondent offered four exhibits, which were all entered into the record.

The record closed on November 20, 2025, when I received my copy of the hearing transcript.

FINDINGS OF FACT

1. The Complainant in this case is Lisa Longo, who resides at 500 West Anderson Avenue, Phoenixville, Pennsylvania 19460 (Service Address). Tr. 16.
2. The Respondent is PECO Energy Company.
3. The Complainant's residence is entirely electric. Tr. 18.
4. The Complainant first became aware of an issue with her billing in February 2025. Tr. 17.
5. The Complainant noticed flickering lights and issues with her TV at the residence. Tr. 20.
6. In April 2025, the Complainant had the solar company, Sunrun, come out to her property and Sunrun found issues with the solar array at the residence. Tr. 22.
7. PECO was contacted by the Complainant about the issues she was having at the Service Address on April 18, 2025. Tr. 82.

8. On April 22, 2025, Charles Termine, energy technician for PECO, visited the Service Address. Tr. 46; PECO Exh. 1.

9. Mr. Termine fixed the neutral wire at the pole side servicing the residence. Tr. 44; PECO Exh. 1.

10. The neutral wire is part of three wires that send power to a residence. Tr. 44-45.

11. The neutral wire balances the electric power to a residence. Tr. 45.

12. The neutral wire can be damaged by falling tree limbs, age of the wire, animals chewing on the wire, the wire rubbing against another object or corrosion. Tr. 45.

13. Damage to the neutral wire does not typically cause surges because the property usually has a grounding wire and the neutral wire would continue to work, at least partially, unless it was completely severed. Tr. 45-46.

14. After the repair is made, the PECO technician would typically knock on the residence door to speak to an occupant or leave a door tag but neither party could remember if that took place in this instance. Tr. 47-48.

15. The Complainant's solar array was not sending any information to PECO regarding solar energy production. Tr. 52.

16. On August 8, 2025, Edward Gomez, meter technician for PECO, visited the Service Address because PECO was not registering solar production from the Complainant's solar array. Tr. 53; PECO Exh. 2.

17. Mr. Gomez tested PECO's meter and made sure it was connected to PECO's network and sending data to the network. Tr. 53-54.

18. There are two channels for the PECO meter; channel one registers usage from the customer to PECO and channel two registers productions from the solar array. Tr. 53.

19. There is a separate meter for the solar array, which PECO is not allowed to test or work on because it belongs to the solar array customer. Tr. 52.

20. There was no issue with the PECO equipment related to the solar array registering solar production. Tr. 55.

21. For the billing period of March 22, 2024, to April 22, 2024, PECO delivered 887 kWh to the Service Address and received 565 kWh from the solar array at the Service Address. Tr. 61; PECO Exh. 3.

22. From April 21, 2025, to April 22, 2025, the PECO meter at the Service Address registered 19,163 kWh, which is the energy received from the solar array. Tr. 63; PECO Exh. 4.

23. For April 21, 2025 to April 22, 2025, the PECO meter registered that PECO delivered 46,588 kWh of electric service to the Service Address. Tr. 63; PECO Exh. 4.

24. From October 12, 2025, to October 13, 2025, the PECO meter at the Service Address registered 19,164 kWh from channel two for the solar array. Tr. 63; PECO Exh. 4.

25. From October 13, 2025, to October 14, 2025, the PECO meter did not register any change from channel two for the solar array. Tr. 66, PECO Exh. 4.

26. PECO does not have any alerts in its systems that notify it if the customer's solar meter stops registering readings. Tr. 66.

27. PECO's system does have alerts if its meter stops working at a property. Tr. 68.

28. PECO did not receive any alerts that its meter was malfunctioning at the Service Address. Tr. 68-69.

29. PECO is not able to calculate any credits to the Complainant's account for her solar production because channel two of the PECO meter is not receiving any data about the solar energy production at the Service Address. Tr. 70.

30. The issues that the Complainant is having with her billing is related to her solar meter, which is not PECO's responsibility. Tr. 72, 85-86.

DISCUSSION

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

To establish a sufficient case and satisfy the burden of proof, 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, 602 (Pa. Cmwlth. 1990). That is, by presenting evidence more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery 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. *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. 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. Unempl. 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).

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).

Service Issues

The Complainant contends that there is an issue with her PECO service particularly related to her solar array system at the Service Address. She indicated that she has been having issues with the solar system and it has been reflected in her PECO bill.

The Public Utility Code at Section 1501, 66 Pa.C.S. § 1501, requires public utilities to provide reasonable and adequate, not perfect service. The statute at Section 1501, provides, in relevant part:

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.

Interpreting this provision in *West Penn Power Company v. Pennsylvania Public Utility Commission*, 478 A.2d 947 (Pa. Cmwlth. 1984), the Commonwealth Court stated:

We hold that in order for the PUC to sustain a complaint brought under this section, the utility must be in violation of its duty under this section. Without such a violation by the utility, the PUC does not have the authority, when acting on a customer's complaint, to require any action by the utility. (footnote omitted).

478 A.2d at 949.

The statutory definition of “service” is to be broadly construed.¹ *Country Place Waste Treatment Co., Inc. v. Pa. Pub. Util. Comm’n*, 654 A.2d 72 (Pa. Cmwlth. 1995).

First, the Complainant contends that PECO has damaged her solar system on her property. However, the Complainant did not provide any technical evidence to support this claim. While she indicated that she first became aware of an issue with her billing in February 2025 when she noticed flickering lights and issues with her TV at the residence, she did not present any evidence beyond her testimony to support the claim that PECO was responsible for these issues. Tr. 17, 20. In April 2025, the Complainant acknowledged that she had the solar company, Sunrun, come out to her property and that it found issues with the solar array at the residence. Tr. 22.

In response, PECO presented the testimony of Charles Termine, energy technician for PECO, who visited the Service Address on April 22, 2025. Tr. 46; PECO Exh. 1. Mr. Termine fixed the neutral wire at the pole side servicing the residence. Tr. 44; PECO Exh. 1. Mr. Termine explained that the neutral wire is part of three wires that send power to a residence and balances the electric power to the residence. Tr. 44-45. While he indicated that there was damage to the neutral wire for the Service Address, he noted that it can be damaged by falling tree limbs, age of the wire, animals chewing on the wire, the wire rubbing against another object or corrosion, all of which are outside of PECO’s control. Tr. 45. Mr. Termine also asserted that damage to the neutral wire does not typically cause surges because the property usually has a grounding wire and the

¹ “Service” is defined as “[u]sed 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.

neutral wire would continue to work, at least partially, unless it was completely severed. Tr. 45-46. He also noted that after the repair is made, the PECO technician would typically knock on the residence door to speak to an occupant or leave a door tag, but he could not recall if this happened for the Complainant specifically. Tr. 47-48.

The Complainant also contends that PECO's equipment was at issue and she should have been notified that her solar system was not registering any energy production to her PECO account.

In response, PECO presented the testimony of Edward Gomez, a meter technician for PECO. On August 8, 2025, Mr. Gomez visited the Service Address because PECO was not registering solar production from the Complainant's solar array. Tr. 53; PECO Exh. 2. Mr. Gomez tested PECO's meter and made sure it was connected to PECO's network and sending data to the network. Tr. 53-54. Mr. Gomez explained that there are two channels for the PECO meter, with channel one registering usage from the customer to PECO and channel two registering production from the solar array. Tr. 53. Mr. Gomez also noted there is a separate meter for the solar array, which PECO is not allowed to test or work on because it belongs to the solar array customer. Tr. 52. However, Mr. Gomez found no issue with PECO's equipment related to the solar array not registering solar production. Tr. 55.

PECO also provided the testimony of Justice Ellis, a billing analyst for PECO. Ms. Ellis indicated that based on her investigation for the Complainant's account, for the billing period of March 22, 2024, to April 22, 2024, PECO delivered 887 kWh to the Service Address and received 565 kWh from the solar array at the Service Address. Tr. 61; PECO Exh. 3. From April 21, 2025, to April 22, 2025, the PECO meter at the Service Address registered 19,163 kWh from channel two which is the energy received from the solar array. Tr. 63; PECO Exh. 4. She noted that for the same dates, the PECO meter registered that it delivered 46,588 kWh of electric service to the Service Address.

Tr. 63; PECO Exh. 4. However, Ms. Ellis stated that from October 12, 2025, to October 13, 2025, the PECO meter at the Service Address registered 19,164 kWh from channel two for the solar array. Tr. 63; PECO Exh. 4. Then from October 13, 2025, to October 14, 2025, the PECO meter did not register any change in usage from channel two for the solar array from the prior day. Tr. 66, PECO Exh. 4.

Further, Ms. Ellis explained that PECO does not have any alerts in its systems that notify it if the solar meter stops registering readings. Tr. 66. PECO's system does have alerts if its meter stops working at a property. Tr. 68. She noted that PECO did not receive any alerts that its meter was malfunctioning at the Service Address. Tr. 68-69. Ms. Ellis also testified that PECO is not able to calculate any credits to the Complainant's account for her solar production because channel two of the PECO meter is not receiving any data about the solar energy production at the Service Address. Tr. 70. Lastly, Ms. Ellis and PECO witness, Michael Begley, maintain that the issues that the Complainant is having with her billing are related to her solar meter, which is not PECO's responsibility. Tr. 72, 85-86.

While the Complainant has indicated that there are issues with her solar system on her property and that she believes that PECO caused those issues, she did not present any technical evidence to support her claims. Moreover, PECO provided credible testimony that it corrected all issues with its equipment and found that its meter was working properly in this case. Further, PECO presented credible testimony and evidence that it was not responsible for the solar array on the Complainant's property, because the solar meter and system are not PECO property but belong to the customer and are their responsibility. While I understand the Complainant's frustration that she did not know about the solar meter not properly functioning sooner, PECO is not responsible for that equipment and it appears that PECO's meter, which is their responsibility, was working correctly. PECO also presented evidence that it tried to assist the Complainant with the issues that she was having as it sent technicians to her property on two occasions.

There is nothing in the Public Utility Code or Commission regulations that require the Company to provide perfect service. PECO's actions in this matter do not rise to the level of a violation of the Public Utility Code. Based on all of the above, the Complainant has not established that PECO violated the Public Utility Code, Commission regulations or a Commission order in its handling of this case. The Complainant has not met her burden of demonstrating that PECO has failed to provide safe, adequate and reasonable service. As such, the Formal Complaint should be 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, 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.

5. The Complainant did not meet her burden of proving that PECO is not providing safe, adequate and reasonable service in this matter. 66 Pa.C.S. § 332(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint of Lisa Longo in Lisa Longo v. PECO Energy Company at Docket No. C-2025-3055013 is denied; and
2. That Docket No. C-2025-3055013 be marked closed.

Date: February 18, 2026

_____/s/
Marta Guhl
Administrative Law Judge