

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Sandra Thomas

v.

PECO Energy Company

:
:
:
:
:

C-2025-3056305

INITIAL DECISION

Before
Alphonso Arnold III
Administrative Law Judge

INTRODUCTION

This Initial Decision dismisses the Complaint of a customer-generator against her electric utility. The Complaint is dismissed because the customer-generator failed to meet her burden of proving that the utility failed to properly credit her for the excess electricity that she generated.

HISTORY OF THE PROCEEDING

On July 10, 2025, Sandra Thomas (“Ms. Thomas”) filed a Formal Complaint (“Complaint”) with the Pennsylvania Public Utility Commission (“Commission”) against PECO Energy Company (“PECO” or “the Company”), alleging that PECO is not properly compensating her for solar production. Specifically, Ms. Thomas complains that PECO credits her account for the excess kilowatt hours her solar

system produces instead of providing her with a check. The Complaint was served on PECO on July 17, 2025.

On August 5, 2025, PECO filed an Answer to the Complaint denying the material allegations of the Complaint.

On August 6, 2025, Ms. Thomas filed a Reply to PECO's Answer. The Commission's regulations do not permit replies to answers that do not seek affirmative relief or new matter. *See* 52 Pa. Code § 5.63(a).

On August 12, 2025, an Initial Hearing Notice was issued scheduling this matter for an evidentiary hearing to be held on October 30, 2025, and assigning the undersigned as presiding officer.

On August 13, 2025, my Prehearing Order was issued providing the parties with the procedural rules that would govern the evidentiary hearing.

On October 30, 2025, the evidentiary hearing was held as scheduled. Both parties appeared for the hearing. Ms. Thomas appeared and testified on her own behalf. Attorney Margaret A. Morris appeared on behalf of PECO and presented the testimony of Ramona Milburn and Megan McDevitt who sponsored six exhibits, Respondent Exhibits 1-6. Respondent Exhibits 2-6 were admitted into the record during the hearing.

During the hearing, Ms. Thomas stated she had difficulty reading Respondent's Exhibit 1, which is a customer contact list between Ms. Thomas and PECO, because some of the text was "fuzzy" or not legible to her due to its small text size. Tr. 26. Therefore, it was agreed that PECO would submit a legible copy of Respondent's Exhibit 1 to Ms. Thomas and myself following the hearing for Ms. Thomas' review, and that Ms. Thomas will have a week to object to its admission. *See*

Tr. 27-30. PECO complied with this request on the same day, and Ms. Thomas did not object to the admission of Respondent's Exhibit 1 into the hearing record.

On December 9, 2025, I issued an Order admitting Respondent's Exhibit 1 into the evidentiary record and closing the record.

This matter is ready for ruling. For the reasons discussed below, the Complaint will be dismissed.

FINDINGS OF FACT

1. Complainant is Sandra Thomas.
2. Respondent is PECO Energy Company.
3. Ms. Thomas receives electric residential service from PECO.
Respondent's Exhibit 2 at 1.
4. Ms. Thomas installed solar panels on her home in June 2023. Tr. 13.
5. As a customer-generator, Ms. Thomas is a participant in PECO's net metering program. Tr. 20.
6. PECO's Rate RS-2 Net Metering provisions of its tariff provides that if a customer-generator supplies more electricity to the Company than the Company delivers to the customer-generator in a given billing period, the excess kilowatt hours shall be carried forward and credited against the customer-generator's usage in subsequent billing periods at the full retail rate. Respondent's Exhibit 5 at 2.

7. PECO's Rate RS-2 Net Metering provisions of its tariff provides that any excess kilowatt hours will continue to accumulate until the end of the PJM¹ planning period ending May 31 of each year, and on an annual basis, the Company will compensate the customer-generator for kilowatt-hours received from the customer-generator in excess of the kilowatt hours delivered by the Company to the customer-generator during the preceding year at the "full retail value for all energy produced" consistent with Commission regulations. Respondent's Exhibit 5 at 2.

8. The net metering year runs from June through May. Tr. 37.

9. In May, the customer-generator's remaining excess banked kilowatt hours are reconciled and the value of the banked kilowatt hours are calculated at the price to compare. Tr. 37.

10. After the customer-generator's banked kilowatt hours are calculated at the price to compare, the calculated amount is placed on the account as a credit expressed in dollars. Tr. 37.

11. A customer-generator may permit the credit/refund dollars for excess electricity generation to remain on the account to be applied to future bills. Tr. 37.

12. A customer-generator may also call PECO and request that the credit on the account for excess electricity generation be refunded via check. Tr. 37.

13. On May 13, 2024, Ms. Thomas received a renewable energy credit in the amount of \$456.21. Respondent's Exhibit 2 at 2.

¹ PJM stands for "PJM (Pennsylvania-Jersey-Maryland) Interconnection, L.L.C."

14. On May 15, 2025, Ms. Thomas received a renewable energy credit in the amount of \$544.36. Respondent's Exhibit 4 at 4.

15. When Ms. Thomas received her renewable energy credits in 2024 and 2025, Ms. Thomas called PECO to request that the credits be refunded to her by check and PECO complied with her requests. Tr. 40.

DISCUSSION

Legal Standards

Burden of Proof

As a matter of law, to establish a legally sufficient claim, 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 also be a violation of the Public Utility Code, a Commission regulation or order or a violation of a Commission-approved tariff. 66 Pa.C.S. § 701.

Section 332(a) of the Public Utility Code ("Code") provides that a complainant, as the party seeking affirmative relief from the Commission, has the burden of proof by a preponderance of the evidence. 66 Pa.C.S. § 332(a); *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990). A preponderance of the evidence is evidence that is more convincing, by even the smallest amount, than that presented by the opposing party. *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950).

Additionally, this Commission's decision must be supported by substantial evidence in the record. 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); *Murphy v. Pa. Dep't of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

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 complainant's evidence, the burden of going forward with the evidence shifts back to complainant, who must rebut the utility's evidence with some additional 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); *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 461 A.2d 1234 (Pa. 1983).

Net Metering

The Commission's regulations provide that electric distribution companies (EDCs) shall offer net metering to customer-generators that generate electricity on the customer-generator's side of the meter using Tier I or Tier II alternative energy sources. 52 Pa. Code § 75.13(a).

An EDC and DSP² shall credit a customer-generator at the full retail kilowatt-hour rate, which shall include generation, transmission and distribution charges, for each kilowatt-hour produced by a Tier I or Tier II resource installed on the customer-generator's side of the electric revenue meter, up to the total amount of electricity used by

² DSP stands for "Default Service Provider."

that customer during the billing period. If a customer-generator supplies more electricity to the electric distribution system than the EDC and DSP deliver to the customer-generator in a given billing period, the excess kilowatt hours shall be carried forward and credited against the customer-generator's kilowatt-hour usage in subsequent billing periods at the full retail rate. Any excess kilowatt hours that are not offset by electricity used by the customer in subsequent billing periods shall continue to accumulate until the end of the year. 52 Pa. Code § 75.13(d).

At the end of each year, the DSP shall compensate the customer-generator for any remaining excess kilowatt hours generated by the customer-generator that were not previously credited against the customer-generator's usage in prior billing periods at the DSP's price to compare rate. 52 Pa. Code § 75.13(e).

EDCs shall file a tariff with the Commission that provides for net metering consistent with Chapter 75 of the Commission's regulations. 52 Pa. Code § 75.13(c).

Analysis

This matter involves a dispute as to the method of payment from PECO to Ms. Thomas for excess electricity generated by Ms. Thomas as a customer-generator participating in PECO's net metering program. Ms. Thomas installed her solar panels at her residence in June 2023 and expected to receive a check for the excess electricity that she generated in 2024 and 2025 but instead received credits on her PECO bill. Tr. 7-9. Ms. Thomas argued that receiving credits to her bill for the excess electricity that she generates instead of checks does not fit the definition of "compensation" pursuant to the Commission's regulations. Tr. 9, 42-43.

PECO presented the testimony of Ramona Milburn, a regulatory assessor employed by PECO, and Megan McDevitt, a senior manager of retail rates employed by

PECO. Tr. 17, 32. Ms. Milburn explained that as a customer-generator, Ms. Thomas is a participant in PECO's net metering program. Tr. 20. The section of PECO's tariff that provides for net metering was presented as Respondent's Exhibit 5.³ PECO's tariff provides that if a customer-generator supplies more electricity to the Company than the Company delivers to the customer-generator in a given billing period, the excess kilowatt hours shall be carried forward and credited against the customer-generator's usage in subsequent billing periods at the full retail rate. Respondent's Exhibit 5 at 2. PECO's tariff further provides that any excess kilowatt hours will continue to accumulate until the end of the PJM planning period ending May 31 of each year, and on an annual basis, the Company will compensate the customer-generator for kilowatt-hours received from the customer-generator in excess of the kilowatt hours delivered by the Company to the customer-generator during the preceding year at the "full retail value for all energy produced" consistent with Commission regulations. *Id.*

Further elaborating on PECO's net metering program, Ms. McDevitt explained that the net metering year runs from June through May and that in May the remaining excess banked kilowatt hours are reconciled and the value of the banked kilowatt hours are calculated at the price to compare. The calculated amount is placed on the customer-generator's account as a credit expressed in dollars. Ms. McDevitt also explained that the customer-generator has the option to permit the credit/refund dollars to remain on the account or to call PECO to request that the credit on the account be refunded via check. Tr. 37-38. PECO argued that the method of compensation for excess electricity generated, whether it be by credit or check, is not specifically mandated

³ Respondent's Exhibit 5 is PECO's Rate RS-2 Net Metering provisions of its prior tariff, Tariff Electric Pa. P.U.C. No. 7, at 53-55, effective January 1, 2023. PECO's Rate RS-2 Net Metering provisions of its current tariff are contained at Tariff Electric Pa. P.U.C. No. 8, at 54-56, effective January 1, 2025. PECO's current tariff contains identical language to PECO's prior tariff.

in the Commission's regulations and that the term "compensation" is not defined by the Commission's regulations. Tr. 38, 40.

Regarding the compensation that Ms. Thomas received for the excess electricity she generated, on May 13, 2024, Ms. Thomas received a renewable energy credit in the amount of \$456.21. Respondent's Exhibit 2 at 2. On May 15, 2025, Ms. Thomas received a renewable energy credit in the amount of \$544.36. Respondent's Exhibit 4 at 4. When she received these renewable energy credits Ms. Thomas requested that the credits be refunded to her by check and PECO complied with her requests. Tr. 40.

After review of the record, I find that Ms. Thomas failed to meet her burden of proof in this proceeding. As cited above, Chapter 75 of the Commission's regulations include net metering requirements that apply to EDCs which have customer-generators intending to pursue net metering opportunities, such as Ms. Thomas. Pursuant to the Commission's regulations, PECO is to compensate Ms. Thomas for any remaining excess kilowatt hours generated by her that were not previously credited against her usage in prior billing periods. 52 Pa. Code § 75.13(e). The Commission's net metering requirements were adopted by PECO in its tariff, in compliance with Section 75.13(c) of the Commission's regulations. 52 Pa. Code § 75.13(c). Neither the Commission's regulations, nor PECO's tariff, address the form by which a customer-generator is to be compensated for their excess generation. However, while PECO's default method of compensating customer-generators for their excess generation is to provide them with a credit on their bill, PECO also permits customer-generators to request that they instead receive a check. Ms. Thomas did not dispute the fact that she received checks for her excess generation when she made such requests to PECO. As the Commission's regulations do not direct utilities to compensate customer-generators for their excess generation by way of check, I find that PECO's method of compensating Ms. Thomas for

her excess generation by crediting her account to be in compliance with the Commission's regulations and its tariff.

In conclusion, for the reasons discussed above, Ms. Thomas failed to meet her burden of proof in this proceeding and her Complaint will be dismissed in the Ordering paragraphs below.

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); *Burleson 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. Electric distribution companies shall offer net metering to customer-generators that generate electricity on the customer-generator's side of the meter using Tier I or Tier II alternative energy sources. 52 Pa. Code § 75.13(a).

9. EDCs shall file a tariff with the Commission that provides for net metering consistent with this chapter. 52 Pa. Code § 75.13(c).

10. An EDC and DSP shall credit a customer-generator at the full retail kilowatt-hour rate, which shall include generation, transmission and distribution charges, for each kilowatt-hour produced by a Tier I or Tier II resource installed on the customer-generator's side of the electric revenue meter, up to the total amount of electricity used by that customer during the billing period. If a customer-generator supplies more electricity to the electric distribution system than the EDC and DSP deliver to the customer-generator in a given billing period, the excess kilowatt hours shall be carried forward and credited against the customer-generator's kilowatt-hour usage in subsequent billing

periods at the full retail rate. Any excess kilowatt hours that are not offset by electricity used by the customer in subsequent billing periods shall continue to accumulate until the end of the year. 52 Pa. Code § 75.13(d).

11. At the end of each year, the DSP shall compensate the customer-generator for any remaining excess kilowatt hours generated by the customer-generator that were not previously credited against the customer-generator's usage in prior billing periods at the DSP's price to compare rate. 52 Pa. Code § 75.13(e).

12. Ms. Thomas failed to meet her burden of proving that the utility failed to properly credit her for the excess electricity that she generated. 66 Pa.C.S. § 332(a).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint filed by Sandra Thomas in the matter of Sandra Thomas v. PECO Energy Company, Docket No. C-2025-3056305, is dismissed.

