

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Susan Dagnall	:	
	:	
v.	:	F-2025-3057510
	:	
PECO Energy Company	:	

**INITIAL DECISION**

Before  
Alphonso Arnold III  
Administrative Law Judge

**INTRODUCTION**

In this matter, a customer filed a Formal Complaint against her gas and electric utility. The customer alleged that her utility is improperly charging her \$59 for electric service and \$89 for gas service per month, when it should be charging her only \$59 per month total for both electric and gas service pursuant to the terms of a March 5, 2025 letter. The customer also alleged that the utility improperly increased her electric and gas bill. This Initial Decision dismisses the Complaint, finding that her utility provided her with reasonable service regarding both issues.

**HISTORY OF PROCEEDING**

On September 17, 2025, Susan C. Dagnall filed a Formal Complaint against PECO Energy Company with the Pennsylvania Public Utility Commission. Ms. Dagnall receives gas and electric service from PECO and alleged that there were incorrect charges

on her bill. Ms. Dagnall received a letter from PECO on March 5, 2025, advising that her fixed monthly Customer Assistance Program (“CAP”) bill amount would be \$59 for the next 24 months for both electric and gas service. After receipt of this letter, Ms. Dagnall was informed by a PECO employee on March 18, 2025, that her fixed monthly CAP bill amount would be \$59 for electric and \$89 for gas. Ms. Dagnall received a letter from PECO on July 29, 2025, confirming a fixed monthly CAP bill amount of \$59 for electric and \$89 for gas. For relief, Ms. Dagnall requested that PECO be made to comply with the terms of the March 5, 2025 letter and that PECO refund her based on what she should have been charged pursuant to the terms of the letter.

On October 7, 2025, PECO filed an Answer to the Complaint. PECO admitted that it issued Ms. Dagnall a letter on March 5, 2025, which provided that her fixed monthly CAP bill amount would be \$59 and that it informed Ms. Dagnall on March 18, 2025, that the March 5, 2025 letter was issued in error as it did not include the monthly fee for gas service, which was \$89 per month. PECO requested that the Commission dismiss the Complaint.

On October 10, 2025, the Commission issued an Interim Order directing the parties to discuss this matter to determine whether such discussion can result in resolution of the Complaint and for PECO to file a report with a Commission Mediator addressing the results of the discussion. The parties were unable to resolve this matter.

On November 18, 2025, the Commission issued an Initial Telephonic Hearing Notice scheduling an evidentiary hearing in this matter for January 21, 2026, and assigning me as Presiding Officer.

On November 19, 2025, the Commission issued my Prehearing Order which explained the procedural rules that would govern the hearing.

On December 24, 2025, a Withdrawal of Appearance was filed by PECO on behalf of Khadijah Scott, Esquire. That same day, a Notice of Appearance was filed by PECO on behalf of Margaret A. Morris, Esquire.

On December 29, 2025, a Rescheduled Initial Telephonic Hearing Notice was issued rescheduling the January 21, 2026 evidentiary hearing for January 28, 2026.<sup>1</sup>

On January 28, 2026, the hearing was convened as scheduled. Both parties appeared for the hearing and presented evidence in support of their positions. Ms. Dagnall sponsored Dagnall Exhibits 1-7, all of which were admitted into the record. PECO sponsored Respondent's Exhibits 1-6, all of which were admitted into the record.

On February 10, 2026, the Commission received a 63-page copy of the electronic transcript of the evidentiary hearing. The record was closed on this date.

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

### FINDINGS OF FACT

#### **Parties**

1. Complainant is Susan Dagnall.
2. Respondent is PECO Energy Company.

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<sup>1</sup> The January 21, 2026 hearing was rescheduled due to the unavailability of Attorney Morris on the scheduled hearing date and time.

3. Ms. Dagnall receives electric and gas service from PECO.  
Respondent's Exhibit 2.

**Incorrect billing: March 5, 2025, letter**

4. PECO's CAP is based on the participating customer's Percentage of Income Payment Plan ("CAP-PIPP"). Tr. 44.

5. The CAP-PIPP provides the customer with a fixed monthly PECO bill whereby the customer pays a percentage of their total household income as their monthly PECO bill. Tr. 44.

6. Ms. Dagnall has been enrolled in CAP-PIPP since September 17, 2018. Tr. 45; Respondent's Exhibit 3, p. 1.

7. Ms. Dagnall's electric and gas services are enrolled in CAP-PIPP. Tr. 47.

8. On March 5, 2025, PECO sent Ms. Dagnall a letter informing her that her CAP recertification application had been approved. Dagnall Exhibit 1, p. 1.

9. The March 5, 2025 letter stated that Ms. Dagnall's fixed monthly CAP bill amount will be \$59 for the next 24 months, unless she informed PECO of any changes in her household income. Dagnall Exhibit 1, p. 1.

10. On March 18, 2025, Ms. Dagnall spoke to a PECO representative who informed her that the fixed monthly CAP bill amount of \$59, as indicated in the March 5, 2025 letter, was for electric service only. Tr. 8-9.

11. The PECO representative informed Ms. Dagnall during the March 18, 2025 call that her fixed monthly CAP bill amount would be \$59 for electric and \$89 for gas. Tr. 8-9.

12. On March 26, 2025, Ms. Dagnall received a bill for electric service in the amount of \$59 and for gas service in the amount of \$89. Dagnall Exhibit 2, p. 1.

13. After she received the March 26, 2025 bill, Ms. Dagnall contacted PECO. Tr. 9.

14. PECO informed Ms. Dagnall during the March 26, 2025 phone call that her fixed monthly CAP bill amount is \$59 for electric and \$89 for gas. Tr. 9, 47.

15. PECO implemented a new billing system in 2024. Tr. 49.

16. PECO's new billing system resulted in CAP recertification letters failing to include the monthly gas CAP-PIPP payment. Tr. 49.

17. On July 29, 2025, PECO sent Ms. Dagnall a letter informing her that her CAP recertification application had been approved effective November 1, 2024. Dagnall Exhibit 5, p. 1.

18. The July 29, 2025 letter stated that Ms. Dagnall's fixed monthly CAP bill amount would be \$59 for electric and \$89 for gas for a total of \$148, unless she informed PECO of any changes in her household income. Respondent's Exhibit 6.

**Incorrect billing: Billing increases**

19. On February 24, 2025, Ms. Dagnall received a PECO bill, which reflected charges of \$56 for electric service and \$84 for gas service. Dagnall Exhibit 3, p. 1.

20. Ms. Dagnall's monthly household income increased from \$1406.10 the last time she recertified for CAP in 2023 to \$1,487 in 2025. Tr. 47-48.

21. Customers in CAP-PIPP are required to pay 4% of their income for electric service and 6% of their income for gas service. Tr. 47-48.

22. Four and six percent of Ms. Dagnall's 2023 monthly household income of \$1,406.10 is \$56 and \$84, respectively. Tr. 47-48.

23. Four and six percent of Ms. Dagnall's 2025 monthly household income of \$1,487 is \$59 and \$89, respectively. Tr. 47-49.

DISCUSSION

*Legal Standards*

*Burden of proof*

Ms. Dagnall, as the individual who filed the Complaint against PECO, is the complainant in this proceeding. A complainant in order to establish a legally sufficient claim 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

(“Code”), a Commission regulation or order or a violation of a Commission-approved tariff. 66 Pa.C.S. § 701.

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 Hosier, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950).

The “burden of proof” is composed of two distinct burdens: the burden of production and the burden of persuasion. The burden of production, also called the burden of producing evidence or the burden of coming forward with evidence, determines which party must come forward with evidence to support a particular proposition. The burden of persuasion determines which party must produce sufficient evidence to meet the applicable standard of proof. *Hurley v. Hurley*, 754 A.2d 1283 (Pa. Super. 2000).

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 their 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). The burden of going forward may shift back and forth during a proceeding, but the ultimate burden of persuasion remains with the complainant. *Milkie v. Pa. Pub. Util. Comm’n*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

In addressing this Complaint, the 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).

### *Reasonable service*

Ms. Dagnall's Complaint raises issues of whether PECO provided her with reasonable service. Pursuant to the Code, a public utility has a duty to 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. The term "service" is defined broadly under Section 102 of the Code to include 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. See 66 Pa.C.S. § 102.

Section 1501 of the Code does not require perfect service or the best possible service but does require public utilities to provide reasonable and adequate service. *Analytical Lab Servs., Inc. v. Metro. Edison Co.*, Docket No. C-20066608 (Opinion and Order entered Dec. 21, 2007) ("*Analytical*"); *Re: Metro. Edison Co.*, 80 Pa. P.U.C. 662 (1993).

## *Analysis*

Ms. Dagnall made two allegations against PECO in this matter. I will address each issue in turn and conclude that Ms. Dagnall failed to meet her burden of proof regarding both issues.

### *Incorrect billing: March 5, 2025, letter*

First, Ms. Dagnall alleged that PECO is improperly charging her \$59 for electric service and \$89 for gas service per month, when it should be charging her only \$59 per month for both electric and gas service. In support of this argument, Ms. Dagnall pointed to a CAP recertification letter that she received from PECO on March 5, 2025. In this letter, Ms. Dagnall was informed that her fixed monthly CAP bill amount would be \$59 for the next 24 months.<sup>2</sup> Subsequently on March 18, 2025, Ms. Dagnall spoke to a PECO representative and was informed that the \$59 fixed monthly CAP bill amount listed in the March 5, 2025 letter was for electric service only.<sup>3</sup> The PECO representative informed her that she would also be responsible for a gas fixed monthly CAP bill amount of \$89.<sup>4</sup> Following this conversation, Ms. Dagnall received a bill on March 26, 2025, for electric service in the amount of \$59 and for gas service in the amount of \$89.<sup>5</sup> Ms. Dagnall spoke to a PECO representative on March 26, 2025, after she received the bill and was told that her monthly electric payment was \$59 and her gas payment was \$89.<sup>6</sup> Ms. Dagnall requested that the Commission order PECO to charge her \$59 for both electric and gas service, arguing that the March 5, 2025 letter constituted a binding offer or contract and that PECO should be bound by the terms of the letter.<sup>7</sup>

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<sup>2</sup> Dagnall Exhibit 1, p. 1.

<sup>3</sup> Tr. 8-9.

<sup>4</sup> *Id.*

<sup>5</sup> Dagnall Exhibit 2, p. 1.

<sup>6</sup> Tr. 9, 47.

<sup>7</sup> Tr. 60-61.

In response to Ms. Dagnall's argument, PECO witness Gainell Chalmus<sup>8</sup> admitted that there was a technical error with the issuance of the March 5, 2025 letter because the letter did not reflect Ms. Dagnall's monthly gas payment. The cause of this technical error was a new billing system that PECO implemented in 2024, which resulted in CAP recertification letters failing to include the gas fixed monthly CAP bill amount (also known as the CAP-PIPP payment).<sup>9</sup> Mr. Chalmus testified that both Ms. Dagnall's electric and gas service are enrolled in CAP-PIPP and that Ms. Dagnall's monthly CAP-PIPP amount for electric service is \$59 and for gas service is \$89.<sup>10</sup> The correct electric and gas CAP-PIPP amounts were reflected in an updated CAP recertification letter that PECO sent to Ms. Dagnall on July 29, 2025, which indicated that her fixed monthly CAP bill amount would be \$59 for electric and \$89 for gas for a total of \$148.<sup>11</sup> PECO's position is that Ms. Dagnall has had a monthly payment for both electric and gas since she enrolled in CAP-PIPP in 2018 and is responsible for the monthly gas CAP-PIPP charge of \$89 in addition to the monthly electric CAP-PIPP of \$59.<sup>12</sup>

PECO acknowledged that the March 5, 2025 letter was issued to Ms. Dagnall in error as it included only the fixed monthly CAP bill amount for electric service and not the bill amount for gas service. As cited, PECO is obligated to provide Ms. Dagnall with reasonable service. 66 Pa.C.S. § 1501. PECO is not obligated to provide Ms. Dagnall with perfect service. *Analytical*. After reviewing the record evidence, I find that PECO provided Ms. Dagnall with reasonable service by charging her \$59 for electric service and \$89 for gas service. I come to this conclusion for two reasons.

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<sup>8</sup> Ms. Chalmus is employed at PECO as a Senior Supervisor for the Universal Services Department who supervises a third-party vendor, TSI, who processes the CAP applications for PECO. Tr. 42.

<sup>9</sup> Tr. 49.

<sup>10</sup> Tr. 45-46, 49.

<sup>11</sup> Respondent's Exhibit 6.

<sup>12</sup> Tr. 49-50.

First, although the March 5, 2025 letter did not include Ms. Dagnall's gas fixed monthly CAP bill amount, PECO promptly corrected the omission after becoming aware of it. Ms. Dagnall was informed shortly after the issuance of this letter during a conversation with a PECO representative on March 18, 2025, that the letter did not include her gas fixed monthly CAP bill amount and that her bill amounts would be \$59 for electric and \$89 for gas. PECO informed Ms. Dagnall on March 26, 2025, again, that her fixed monthly CAP bill amount was \$59 for electric and \$89 for gas. I find that PECO provided Ms. Dagnall with reasonable service by taking prompt action to correct its error and to provide her with accurate information concerning her bills.

Second, Ms. Dagnall never received a PECO bill reflecting the error in the March 5, 2025 letter. The March 26, 2025 bill was the first bill issued to Ms. Dagnall following issuance of the March 5, 2025 letter. This bill reflected the fixed monthly CAP bill amounts of \$59 for electric service and \$89 for gas service. Had Ms. Dagnall been issued bills reflecting a \$59 charge for both electric and gas service, then she would have been aggrieved by PECO's mistake once it recognized the error and issued her makeup bills for previously unbilled gas service.<sup>13</sup> As Ms. Dagnall only received PECO bills with the accurate CAP bill amounts and thus was never charged incorrectly, I find that she was never aggrieved by PECO's error.

For the above reasons, Ms. Dagnall's first argument will be dismissed for her failure to meet her burden of proof.

*Incorrect billing: Billing increases*

Ms. Dagnall's second allegation was that PECO was incorrectly charging her more for electric and gas service than what she has paid in the past, without an

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<sup>13</sup> Pursuant to the Commission's regulations, a public utility may issue makeup bills for previously unbilled public utility service. 52 Pa. Code § 56.14.

explanation.”<sup>14</sup> In this regard, Ms. Dagnall’s February 24, 2025 PECO bill reflected charges of \$56 and \$84 for electric and gas service respectively, in contrast to her March 26, 2025 bill electric and gas charges of \$59 and \$89, respectively.<sup>15</sup>

When asked to explain why Ms. Dagnall’s monthly electric and gas CAP-PIPP amounts increased, Mr. Chalmus explained that Ms. Dagnall’s monthly household income increased from \$1406.10 the last time she recertified for CAP in 2023 to \$1,487 in 2025. Customers in CAP-PIPP are required to pay 4% of their income for electric service and 6% of their income for gas service. Four and six percent of Ms. Dagnall’s 2023 monthly household income of \$1,406.10 is \$56 and \$84, respectively. Four and six percent of Ms. Dagnall’s 2025 monthly household income of \$1,487 is \$59 and \$89, respectively.<sup>16</sup>

After review of the record evidence, I find PECO did not err in increasing her bills for electric and gas service from \$56 and \$84, to \$59 and \$89, respectively. PECO Witness Chalmus clearly and adequately explained that the increase in Ms. Dagnall’s bills was the result of her income increasing since the last time she recertified for CAP in 2023. There are no errors in the calculations provided by Mr. Chalmus at the hearing that detailed how Ms. Dagnall’s prior and current fixed monthly CAP payment amounts were determined. Additionally, the March 5, 2025 and July 29, 2025 CAP recertification letters informed Ms. Dagnall that her fixed monthly CAP amounts can change if she were to inform PECO of any changes in her household income. Ultimately, I find Ms. Dagnall’s current fixed monthly CAP payment amounts are accurate and were adequately explained to Ms. Dagnall at the hearing.

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<sup>14</sup> Tr. 9, 18.

<sup>15</sup> Dagnall Exhibit 3, p. 1.

<sup>16</sup> Tr. 47-49.

For the above reasons, Ms. Dagnall's second argument will also be dismissed for her failure to meet the burden of proof.

### CONCLUSIONS OF LAW

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

2. As the proponent of a rule or order, Complainant has the burden of proof in this matter. 66 Pa.C.S. § 332(a).

3. To establish a sufficient case and satisfy the burden of proof, the Complainant must show that Respondent is responsible or accountable for the problem described in the Complaint by a preponderance of the evidence. *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa.P.U.C. 196 (1990); *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990).

4. The offense must also be a violation of the Public Utility Code, a Commission regulation or order or a Commission-approved tariff. 66 Pa.C.S. § 701.

5. A preponderance of the evidence is 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).

6. The "burden of proof" is composed of two distinct burdens: the burden of production and the burden of persuasion. The burden of production, also called the burden of producing evidence or the burden of coming forward with evidence, determines which party must come forward with evidence to support a particular proposition. The burden of persuasion determines which party must produce sufficient

evidence to meet the applicable standard of proof. *Hurley v. Hurley*, 754 A.2d 1283 (Pa. Super. 2000).

7. 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 their 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).

8. Any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence. 2 Pa.C.S. § 704.

9. A public utility has a duty to maintain adequate, efficient, safe and reasonable service and facilities and to make repairs, changes, and improvements that are necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. 66 Pa.C.S. § 1501.

10. The term "service" is defined broadly as to include 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. 66 Pa.C.S. § 102.

11. Section 1501 of the Code does not require a public utility to provide perfect service, but a public utility is obligated to provide service that is reasonable and adequate. *Analytical Lab Servs., Inc. v. Metro. Edison Co.*, Docket No. C-20066608 (Opinion and Order entered Dec. 21, 2007).

