

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

<b>SUSAN C. DAGNALL</b>	:	
Complainant	:	
v.	:	<b>DOCKET NO. F-2025-3057510</b>
	:	
<b>PECO ENERGY COMPANY</b>	:	
Respondent	:	

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**EXCEPTIONS OF SUSAN C. DAGNALL – COMPLAINANT  
TO THE INITIAL DECISION, DATED APRIL 29, 2026,  
OF THE OFFICE OF ADMINISTRATIVE LAW JUDGE  
IN THE ABOVE MATTER**

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## STATEMENT OF FACTS

Complainant Dagnall filed her original complaint with the PUC because she believed that PECO should be ordered to comply with the letter PECO sent her dated March 5, 2025. This letter stated that Complainant's total fixed monthly CAP bill amount would be \$59.00 for the next 24 months, unless there were any household or income changes. PECO claimed that the \$59.00 was for electric service only, and that due to a new billing system the \$89.00 per month for Complainant's gas service had been omitted from the letter they sent her.

On January 28, 2026 a telephonic hearing was held before Administrative Law Judge, the Honorable Alphonso Arnold III. Both parties appeared for the hearing and presented evidence in support of their positions. Complainant 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 April 29, 2026 Judge Arnold issued an Initial Decision in PECO's favor and ordered that Complainant Dagnall's Formal Complaint be dismissed.

## ARGUMENT

On page 14, paragraph 11 of Judge Arnold's decision, he states: Section 1501 of the [Public Utility] 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).

Complainant believes that PECO's billing and collection practices are covered under Section 1501 of the Public Utility Code (Code) requiring utility companies to provide service that is reasonable and adequate. On page 14, paragraph 10 of Judge Arnold's decision he references 66 Pa.C.S. § 102, which states that 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. Complainant claims that PECO did not provide service that was reasonable when on two separate occasions she claims that PECO's billing and collection practices violated Section 1501 of the Code by failing to act in the reasonable and adequate way the Code requires.

In a letter to Complainant dated January 7, 2026 PECO demanded that she pay what they claimed was the overdue amount on her account, even though such amount was in dispute, and while there was still an ongoing appeal. (See **Dagnall's Exhibit 6, PECO Demand-for-Payment Letter Dated January 7, 2026**, which was accepted into the record.) This was followed by a telephone call from PECO to Complainant around January 15, 2026, in a further attempt to demand full payment.

Complainant believes that this letter and the follow-up phone call were an unlawful attempt to pressure her to settle the disputed full amount owed prior to the scheduled hearing. Although the letter and follow-up phone call did not specifically state that Complainant's gas and electric service would be shut off, Complainant claims that the words themselves explicitly state a demand and imply the threat of service termination: "You have not paid the \$974.28 you owe. Your past due balance must be paid now." (From **Dagnall's Exhibit 6, PECO Demand-for-Payment Letter Dated January 7, 2026.**)

In Complainant's brief dated January 20, 2026, pp. 6-7, she requested that the Presiding Administrative Law Judge take such action as deemed appropriate regarding PECO's attempt to unlawfully pressure Complainant to settle the disputed full amount owed prior to the hearing. Complainant claims that no mention was made of what she avers is a violation of Section 1501 of the Code in the Judge's Initial Decision. Complainant Dagnall is therefore filing this Request for an Exception to the Judge's Initial Decision dismissing her Complaint.

Respectfully submitted,



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Susan C. Dagnall, Complainant  
Pro Se

Dated May 18, 2026

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

<b>SUSAN C. DAGNALL</b>	:	
<b>Complainant</b>	:	
	:	
v.	:	<b>DOCKET NO. F-2025-3057510</b>
	:	
<b>PECO ENERGY COMPANY</b>	:	
<b>Respondent</b>	:	

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**CERTIFICATE OF SERVICE**

I, Susan C. Dagnall, Complainant Pro Se, hereby certify that I have on this day served a copy of Exceptions of Susan C. Dagnall – Complainant to the Initial Decision, Dated April 29, 2026, of Office of Administrative Law Judge in the Above Matter upon all interested parties via eService and by emailing a copy to the following interested parties:

PRESIDING OFFICER  
ADMINISTRATIVE LAW JUDGE ALPHONSO ARNOLD III  
alphonarno@pa.gov

COMMISSION'S OFFICE OF SPECIAL ASSISTANTS (OSA)  
ra-OSA@pa.gov

MARGARET MORRIS ESQUIRE  
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215.495.6524  
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Also uploaded to Complainant's e-File account.

Dated May 18, 2026



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Susan C. Dagnall, Complainant  
Pro Se