

May 29, 2026

Via Electronic Filing

Matthew Homsher, Esquire
Secretary
PA Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

**Re: Docket No. F-2025-3057510
Susan C. Dagnall v. PECO Energy Company
Reply Exceptions of PECO**

Dear Secretary Homsher:

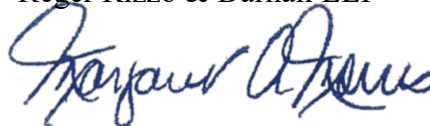
Attached for filing is the Reply of PECO Energy Company to the Exceptions filed by Susan C. Dagnall in the above-referenced proceeding.

A copy of the Reply Exceptions has been provided to the Complainant in the manner indicated on the attached Certificate of Service.

If there are any questions, please do not hesitate to contact me.

Very truly yours,

Reger Rizzo & Darnall LLP



Margaret A. Morris

MAM/co
Enclosures

cc: The Hon. Alphonso Arnold III, PA Public Utility Commission [w/encls.]
Office of Special Assistants, PA Public Utility Commission [w/encls.]
Anthony Gay, Esquire, PECO Energy Company [w/encls.]
Susan C. Dagnall [w/encls.]

**Re: Docket No. F-2025-3057510
Susan C. Dagnall v. PECO Energy Company
Reply Exceptions of PECO**

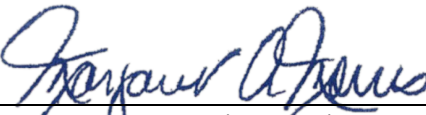
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been served upon the following person(s), in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

Via Electronic Mail

Susan C. Dagnall
susandagnall@yahoo.com

Dated: May 29, 2026



Margaret A. Morris, Esquire

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

SUSAN C. DAGNALL	:	
	:	
v.	:	Docket No. F-2025-3057510
	:	
PECO ENERGY COMPANY	:	

**REPLY EXCEPTIONS OF PECO ENERGY COMPANY
TO THE EXCEPTIONS OF SUSAN C. DAGNALL**

May 29, 2026

Margaret A. Morris, Esq.
REGER RIZZO & DARNALL LLP
Cira Centre, 13th Floor
2929 Arch Street
Philadelphia, PA 19104
mmorris@regerlaw.com

Counsel for PECO Energy Company

I. Introduction

In accordance with the Secretarial Letter, dated April 29, 2026, and Section 5.535 of the Commission's Regulation,¹ PECO Energy Company, (PECO or Company), submits its Reply to the Exceptions of Susan C. Dagnall (Complainant or Ms. Dagnall), which supports the adoption of the Initial Decision, without modification, of the Honorable Alphonso Arnold III (Judge Arnold). The Commission should deny the Exceptions, affirm the Initial Decision in its entirety and sustain the dismissal of the Complaint. The findings of facts and conclusions of law set forth in the well-reasoned Initial Decision are based on the record evidence and sustain the dismissal of the Formal Complaint.

II. Relevant Procedural Background

On September 17, 2025, the Complainant filed a Formal Complaint (Complaint) with the Pennsylvania Public Utility Commission (Commission) against PECO alleging she was improperly billed for her payment under PECO's Customer Assistance Program-Percentage of Income Plan (CAP-PIPP).

On October 7, 2025, the Company filed an Answer in which it denied the material allegations of fact and conclusions of law in the Formal Complaint.

On November 18, 2025, the Commission issued a Hearing Notice scheduling the matter for an Initial Telephonic Hearing on January 21, 2026, before Judge Arnold. On January 19, 2026, Judge Arnold issued a Prehearing Order outlining the relevant procedural rules governing the proceeding. On December 29, 2025, the Commission issued a Further Telephonic Hearing Notice scheduling an evidentiary hearing in this matter for January 28, 2026.

On January 28, 2026, the Further Evidentiary Hearing was held as scheduled. The Complainant appeared and testified in support of her Complaint and sponsored six exhibits that were admitted into the record. PECO presented the testimony of Michael Begley and Gainell Chalmus; all six exhibits of PECO that were admitted into the record.

¹ 52 Pa. Code § 5.535.

The Initial Decision was issued on April 29, 2026. On May 18, 2026, the Complainant filed Exceptions.

III. Initial Decision

Judge Arnold, based on the record evidence, stated the following:²

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.

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

² Citations in the Initial Decision are omitted.

mistake once it recognized the error and issued her makeup bills for previously unbilled gas service. 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.

Initial Decision at PP. 10-11.

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 explanation." 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.

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.

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.

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

Initial Decision at PP. 11-13.

IV. Discussion

The Complainant's Exceptions violate Section 5.533(b) of the Commission's regulations³ which requires each exception to be numbered, to identify the finding of fact or conclusion of law to which exception is taken, and to cite to relevant pages of the Initial Decision.

In her Exceptions the Complainant claims that PECO's billing and collection practice violated Section 1501 of the Code⁴ on 2 separate occasions by failing to act in a reasonable and adequate way. Specifically she cites Complainant's Exhibit 6, a Demand Letter, and a follow-up call which she "believes were to pressure her to settle her dispute before the hearing" and argues the words explicitly state a demand and therefore imply the threat of termination. The Complainant also refers to her "Brief" and questions why Judge Arnold did not address her arguments.

As Judge Arnold recognized in his well-reasoned Initial Decision, the Complainant has not met the burden of proving that PECO violated the Code or Commission's regulations by failing to provide reasonable and adequate service. The Complainant's assertions, personal opinions or perceptions regarding PECO's service do not constitute evidence. Personal opinion, no matter how strongly held, does not constitute evidence. *Pennsylvania Bureau of Corrections v. City of Pittsburgh*, 532 A.2d 12 (Pa. 1987). Even a *pro se* complainant must provide relevant and necessary information. *Groch v. Unemployment Comp. Bd. of Review*, 472

³ 52 Pa. Code § 5.533(b).

⁴ 66 Pa.C.S. § 1501.

A.2d 286 (Pa. Cmwlth. 1984); *Vann v. Unemployment Comp. Bd. of Review*, 494 A.2d 1081 (Pa. 1985). However, other than her opinion, the Complainant presented no evidence. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk and Western Ry. v. PA Public Utility Comm'n*, 489 Pa. 109, 413 A.2d 1037 (1980); *Erie Resistor Corp. v. Unemployment Compensation Bd. of Review*, 194 Pa. Super. 278, 166 A.2d 96 (1960); *Murphy v. Commonwealth, Dept. of Public Welfare, White Haven Center*, 85 Pa. Cmwlth. 23, 480 A.2d 382 (1984).

The Complainant's belief that the Demand Letter implied a threat of termination is incorrect. Commission regulations specifically define the requirements for a termination notice. The Demand Letter is not a threat of termination.

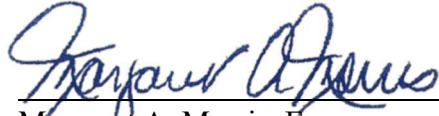
It should be noted that the Complainant filed her "Brief" in January -- months before the Hearing. No briefs were required in this proceeding. Judge Arnold cannot be criticized for not addressing arguments that were not properly before him and not raised at the Hearing.

V. Conclusion

The Exceptions merely repeat the Complainant's opinion that Judge Arnold soundly rejected based on the record evidence. The substantial record evidence shows that the Complainant failed to carry her burden of proof that PECO violated the Code, Commission regulation or order. The findings of facts and conclusions of law in the Initial Decision are based on substantial record evidence.

For the reasons set forth above, PECO Energy Company respectfully requests that the Commission adopt, without modification, the Initial Decision of the Honorable Alphonso Arnold III and dismiss the Formal Complaint of Susan C. Dagnall.

Respectfully submitted,



Margaret A. Morris, Esq.
Attorney ID No. 75048
Reger Rizzo & Darnall LLP
Cira Centre, 13th Floor
2929 Arch Street
Philadelphia, PA 19104
(215) 495-6524 tel.
(215) 495-6600 fax
mmorris@regerlaw.com

Dated: May 29, 2026

Counsel for PECO Energy Company