**BEFORE THE**
**PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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| Tyra Montgomery | : | |
| | : | |
| v. | : | C-2025-3058367 |
| | : | |
| PECO Energy Company | : | |

# <u>INITIAL DECISION</u>

Before
Alphonso Arnold III
Administrative Law Judge

## <u>INTRODUCTION</u>

This Initial Decision sustains, in part, and dismisses, in part, the Formal Complaint filed by an electric service customer against her electric utility. The Complaint is sustained in part because the customer met her burden of proving that her utility did not render her a bill once every billing period. Due to this violation, this Initial Decision orders the utility to pay a civil penalty in the amount of $500.

The Complaint is dismissed in part because the customer did not meet her burden of proving that the utility improperly increased her bill amount for electric service under the utility's customer assistance program. The customer also did not prove that the three bills issued to her in November 2024 were incorrect.

## HISTORY OF THE PROCEEDING

On November 6, 2025, Tyra Montgomery filed a Formal Complaint against PECO Energy Company with the Pennsylvania Public Utility Commission. Ms. Montgomery alleged that there were incorrect charges on her bills.

On November 24, 2025, PECO filed an Answer to the Complaint. PECO asserted that Ms. Montgomery's bills and balance are correct. PECO requested dismissal of the Complaint.

On December 1, 2025, the Commission issued an Initial Call-In Telephonic Hearing Notice scheduling an evidentiary hearing for January 27, 2026, and assigning me as Presiding Officer.

On December 4, 2025, the Commission issued a Prehearing Order setting forth the procedural rules that would govern the evidentiary hearing.

On December 23, 2025, PECO filed a Withdrawal Request for Khadijah Scott, Esquire, and a Notice of Appearance for Margaret Morris, Esquire. Due to PECO's change in counsel, on December 29, 2025, the Commission issued a Cancelled/Rescheduled Initial Telephonic Hearing Notice rescheduling the evidentiary hearing to February 19, 2026.

On February 19, 2026, the evidentiary hearing was held as scheduled. Ms. Montgomery testified in support of her Complaint. PECO presented the testimony of Michael Begley who sponsored Respondent's Exhibits 1-5. Respondent's Exhibits 1, 3-5 were admitted into the evidentiary record.

During the hearing, I permitted PECO to submit, as late-submitted exhibits, Respondent's Exhibit 2 and Respondent's Exhibit 6 on February 25, 2026, and Ms. Montgomery was informed that she would have 14 days to object to the admission of the exhibits.[1] PECO submitted the referenced late-filed exhibits on February 25, 2026, and Ms. Montgomery did not submit any objection to the admission of the exhibits.

On March 4, 2026, an 85-page electronic transcript of the evidentiary hearing was filed with the Commission.

On April 2, 2026, the Commission issued my Order Closing the Record. Through this Order, Respondent's Exhibits 2 and 6 were admitted into the record. This Order also closed the evidentiary record.

This matter is ready for disposition. For the reasons discussed below, the Complaint will be sustained in part and dismissed in part.

## FINDINGS OF FACT

1. Complainant is Tyra Montgomery.

2. Respondent is PECO Energy Company.

3. On March 24, 2020, Ms. Montgomery's electric and gas services were enrolled in PECO's customer assistance program ("CAP"). Respondent's Exhibit 5.

4. PECO's CAP is based on the participating customer's Percentage of Income Payment Plan ("CAP-PIPP"). Tr. 34.

[1] Tr. 79.

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 or their charges based on their actual usage, whichever is less. Tr. 34-35.

6. Under CAP-PIPP, the customer is provided with an annual maximum CAP credit limit. Tr. 43.

7. If a CAP-PIPP customer reaches their annual maximum CAP credit limit, they would be responsible for their electric charges based on their actual usage until the credits reset. Tr. 57.

8. Ms. Montgomery's annual maximum CAP credit start date is in April of every year, and the credits reset in April of the following year. Tr. 43, 58.

9. The customer's fixed monthly PECO bill under CAP-PIPP can change if the customer's household income changes or if the household reaches its annual maximum credit. Tr. 34.

10. CAP-PIPP customers with household income 50% or less of the Federal Poverty Level ("FPL") are required to pay 2% of their annual income for electric service. Tr. 34, 45-46.

11. CAP-PIPP customers with household income greater than 50% of the FPL are required to pay 4% of their annual income for electric service. Tr. 34, 46.

12. Ms. Montgomery's CAP-PIPP amount for electricity was $18 until it increased to $44 after she recertified her CAP enrollment in 2024. Tr. 7, 11-12, 45; Respondent's Exhibit 5.

13. Ms. Montgomery's monthly household income in 2020 at the time of her enrollment into CAP-PIPP was $908.60 for a household of three. Tr. 45.

14. Ms. Montgomery's 2020 monthly household income of $908.60 for a household of three was 50% of the Federal Poverty Guidelines. Tr. 45.

15. Ms. Montgomery's monthly household income in 2024 at the time of her recertification into CAP-PIPP was $1,093 for a household of three. Tr. 45.

16. Ms. Montgomery's 2024 monthly household income of $1,093 for a household of three was 51% of the Federal Poverty Guidelines. Tr. 45.

17. On September 18, 2024, Ms. Montgomery was issued a bill for electric service rendered from August 19, 2024, to September 18, 2024. Respondent's Exhibit 2, p. 2.

18. The current charges on Ms. Montgomery's September 18, 2024 bill were $341.13. Respondent's Exhibit 2, p. 2.

19. The September 18, 2024 bill was cancelled and rebilled on November 15, 2024, so that the proper CAP credit could be applied to the bill. Tr. 55; Respondent's Exhibit 2, p. 2.

20. Ms. Montgomery's November 15, 2024 bill was for electric service rendered from August 23, 2024 to September 24, 2024. Respondent's Exhibit 2, p. 2.

21. The current charges on Ms. Montgomery's November 15, 2024 bill were $326.86. Respondent's Exhibit 2, p. 2.

22. When Ms. Montgomery was billed on November 15, 2024, there was $29.90 left in CAP credits to be applied to her electric bill. Tr. 57; Respondent's Exhibit 2, p. 2.

23. On November 18, 2024, Ms. Montgomery was issued a bill for electric service rendered from September 24, 2024 to October 23, 2024. Respondent's Exhibit 2, p. 2.

24. The current charges on Ms. Montgomery's November 18, 2024 bill were $238.07. Respondent's Exhibit 6, p. 54.

25. Ms. Montgomery was not provided with a CAP credit on her November 18, 2024 electric bill. Respondent's Exhibit 2, p. 2.

26. On November 19, 2024, Ms. Montgomery was issued a bill for electric service rendered from October 23, 2024, to November 19, 2024. Respondent's Exhibit 2, p. 2.

27. The current charges on Ms. Montgomery's November 19, 2024 bill were $231.48. Respondent's Exhibit 6, p. 57.

28. Ms. Montgomery was not provided with a CAP credit on her November 19, 2024 electric bill. Respondent's Exhibit 2, p. 2.

## DISCUSSION

*Legal Standards*

*Burden of proof*

Ms. Montgomery, 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 Hosiery, 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. Montgomery'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).

*Billing frequency*

Ms. Montgomery's Complaint additionally raises issues of billing frequency, which is addressed in the following Commission regulation:

> **§ 56.11. Billing frequency.**
>
> (a) A public utility shall render a bill once every billing period to every residential customer in accordance with approved rate schedules.

52 Pa. Code § 56.11(a).

*Analysis*

*Incorrect billing: Billing increase*

Ms. Montgomery raised two allegations of incorrect billing in this proceeding. Ms. Montgomery's first allegation was that PECO improperly increased her CAP-PIPP amount for electric service from $18 to $44 per month.[2]

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[2] Tr. 7, 11-18.

PECO presented the testimony of Michael Bagley, a Regulatory Assessor employed by PECO.[3] Mr. Bagley testified that Ms. Montgomery's CAP-PIPP amount for electric service was $18 when she enrolled in the program on March 24, 2020, and increased to $44 upon her recertification into the program in 2024.[4] Ms. Montgomery's CAP-PIPP increased, Mr. Bagley testified, because her household income increased.[5] Mr. Bagley explained that pursuant to CAP-PIPP, Ms. Montgomery is to pay a percentage of her total household income as her monthly PECO bill or their charges based on their actual usage, whichever is less.[6] Under CAP-PIPP, customers with a household income of 50% or less of the FPL are required to pay 2% of their annual income for electric service.[7] CAP-PIPP customers with a household income greater than 50% are to pay 4% of their of their annual income for electric service.[8] Ms. Montgomery's monthly household income in 2020 at the time of her enrollment into CAP-PIPP was $908.60 for a household of three, which was 50% of the FPL.[9] In contrast, Ms. Montgomery's monthly household income in 2024 at the time of her recertification into CAP-PIPP was $1,093 for a household of three, which was 51% of the FPL.[10] Two percent of Ms. Montgomery's 2020 annual household income was $18, and four percent of Ms. Montgomery's 2024 annual household income was $44.[11]

After review of the record evidence, I find PECO did not err in increasing Ms. Montgomery's bills for electric service from $18 to $44. As explained by PECO Witness Bagley, Ms. Montgomery's CAP-PIPP amount for electric service can change if her household income changes. Mr. Bagley clearly and adequately explained that the increase

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3 *Id*. 31.
4 Tr. 45; Respondent's Exhibit 5.
5 Tr. 45-46.
6 *Id*. 34-35.
7 *Id*. 34, 45-46.
8 *Id*. 34, 46.
9 *Id*. 45.
10 *Id*.
11 *Id*. 46.

in Ms. Montgomery's electric bill was the result of her income increasing since her enrollment into CAP in 2020. There are no errors in the calculations provided by Mr. Bagley at the hearing that detailed how Ms. Montgomery's prior and current CAP-PIPP electric amounts were determined. Ultimately, for these reasons, Ms. Montgomery's first allegation will be dismissed.

*Incorrect billing: November 2024 bills*

Second, Ms. Montgomery challenged three PECO bills issued to her around the same period in November 2024 as being incorrect.[12]

Ms. Montgomery received three PECO bills on November 15, 18, and 19, 2024. Regarding the November 15, 2024 bill for electric service rendered from August 23, 2024 to September 24, 2024, Mr. Bagley testified that the bill was a rebill from a cancelled September 18, 2024 bill.[13] Mr. Bagley provided that the September 18, 2024, bill was cancelled and rebilled so that the proper CAP credit could be applied to the bill.[14] The current charges on the November 15, 2024 bill were $326.86.[15] CAP credits in the amount of $29.90 were applied to this bill.[16]

Concerning the other two bills, the November 18, 2024 bill concerned electric service rendered from September 24, 2024 to October 23, 2024.[17] The current charges on this bill were $238.07.[18] The November 19, 2024 bill concerned electric service rendered

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12 *Id*. 18-19, 24-29.
13 Respondent's Exhibit 2, p. 2.
14 Tr. 55; Respondent's Exhibit 2, p. 2.
15 Respondent's Exhibit 2, p. 2.
16 Tr. 57; Respondent's Exhibit 2, p. 2.
17 Respondent's Exhibit 2, p. 2.
18 Respondent's Exhibit 6, p. 54.

from October 23, 2024 to November 19, 2024.[19] The current charges on Ms. Montgomery's November 19, 2024 bill were $231.48.[20] CAP credits were not applied to either the November 18, 2024 bill or the November 19, 2024 bill.[21]

Mr. Bagley testified that the customer's fixed monthly PECO bill under CAP-PIPP can change if the household reaches its annual maximum credit.[22] Under CAP-PIPP, the customer is provided with an annual maximum CAP credit limit and if the customer reaches the limit they would be responsible for their electric charges based on their actual usage until the credits reset.[23] Ms. Montgomery's annual maximum CAP credit start date is in April of every year, and the credits reset in April of the following year.[24] Mr. Bagley explained that when Ms. Montgomery was billed on November 15, 2024, there were only $29.90 left in CAP credits to be applied to her electric bill.[25]

After review of the record evidence, I find that Ms. Montgomery failed to prove that the November 2024 bills were incorrect. As explained by Mr. Bagley, Ms. Montgomery's CAP-PIPP amount for electric service can change if her household reaches its annual maximum credit. When PECO issued Ms. Montgomery her November 15, 2024 bill, she only had $29.90 left in CAP credits to be applied to her bill. As all of her credits had been used up following the issuance of that bill, no CAP credits were applied to her November 18, 2024 or November 19, 2024 bills. This resulted in Ms. Montgomery being responsible for her current electric charges without the benefit of these charges being offset by her CAP credits. Regarding the accuracy of the current electric charges, Ms. Montgomery did not present any evidence that would lead to a finding that her household

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19 Respondent's Exhibit 2, p. 2.
20 Respondent's Exhibit 6, p. 57.
21 Respondent's Exhibit 2, p. 2.
22 Tr. 34.
23 *Id*. 43, 57.
24 *Id*. 43, 58.
25 *Id*. 57.

was incapable of utilizing the electricity that was recorded.[26] Ultimately, for these reasons, Ms. Montgomery's second allegation will be dismissed.

Even though I conclude that Ms. Montgomery did not meet her burden of proving that her November 2024 bills were incorrect, I find that PECO violated Section 56.11(a) of the Code in this proceeding. PECO is required to bill Ms. Montgomery once a billing period in accordance with its rate schedules. *See* 52 Pa. Code § 56.11(a). By billing Ms. Montgomery three times within five days in November 2024, PECO failed to bill Ms. Montgomery once every billing period pursuant to Section 56.11(a) of the Commission's regulations.

*Civil Penalty*

Having found that PECO violated 52 Pa. Code § 56.11(a), the Commission is authorized to impose a maximum civil penalty of $1,000 against PECO for each day the violations persisted. 66 Pa.C.S. § 3301. The Commission regulations set forth ten factors that the Commission will consider in evaluating and determining whether a fine for violating a Commission order, regulation or statute is appropriate. 52 Pa. Code § 69.1201.

The first criterion to consider is whether the violations were of a serious nature, such as willful fraud or misrepresentation, or whether the violations were less egregious, such as administrative or technical errors. 52 Pa. Code § 69.1201(c)(1). There is no evidence in the record to conclude that the violation was the result of willful

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[26] When a complainant alleges overbilling by their utility, they must show that: 1) the number of occupants in the household has not changed; (2) the potential for energy utilization was low; and (3) the complainant's billing history shows no prior abnormalities. *Waldron v. Phila. Elec. Co*., 54 Pa.P.U.C. 98 (1980).

fraud or misrepresentation. Thus, I conclude that analysis of this factor warrants a lower penalty.

The second criterion is whether the resulting consequences of the conduct were of a serious nature, such as personal injury or property damage. 52 Pa. Code § 69.1201(c)(2). Ms. Montgomery did not receive personal injury or property damage due to PECO's violations. The consequences of PECO's conduct led to confusion and frustration on behalf of Ms. Montgomery, as her receiving multiple bills in a short time span was a factor that led to the filing of the Complaint in this matter. Thus, I conclude that analysis of this factor warrants a lower penalty.

The third criterion is whether the conduct at issue was deemed intentional or negligent. 52 Pa. Code § 69.1201(c)(3). PECO intentionally billed Ms. Montgomery three times in November. PECO's reason in doing so was in part due to a rebill to appropriately credit Ms. Montgomery with her CAP credits. Thus, I conclude that analysis of this factor warrants a higher penalty.

The fourth criterion is whether the utility made efforts to modify internal practices and procedures to address the conduct and prevent similar conduct, and the amount of time it took for the implementation of these measures. 52 Pa. Code § 69.1201(c)(4). No evidence was presented regarding PECO's efforts to modify its internal practices to make sure that similar conduct would not occur again. Thus, I conclude that analysis of this factor warrants a higher penalty.

The fifth criterion is the number of customers affected. 52 Pa. Code § 69.1201(c)(5). Pursuant to the evidentiary record established in this proceeding, one customer, Ms. Montgomery, was affected by PECO's actions. Thus, I conclude that analysis of this factor warrants a lower penalty.

The sixth criterion is a consideration of PECO's compliance history. 52 Pa. Code § 69.1201(c)(6). No evidence was presented that PECO had a poor compliance record. Thus, I conclude that analysis of this factor warrants a lower penalty.

The seventh criterion is whether the regulated entity cooperated with the Commission's investigation. 52 Pa. Code § 69.1201(c)(7). The record contains no evidence that there was an investigation by the Commission and therefore this criterion works neither to mitigate nor to aggravate the penalty to be imposed.

The eighth criterion is the amount of the civil penalty or fine necessary to deter future violations, with consideration of the size of the utility. 52 Pa. Code § 69.1201(c)(8). In this matter, I conclude that a civil penalty in the amount of $500 is sufficient to deter PECO from future violations.

The ninth criterion is past Commission decisions. 52 Pa. Code § 69.1201(c)(9). In *Taptich v. PPL Electric Utilities Corp*., Docket No. C-2023-3042726 (Order entered Sept. 20, 2024) (*Taptich)*, the Commission found that the utility failed to render the customer a bill once every billing period pursuant to Section 56.11(a) of the Commission's regulations when it failed to timely render to the customer her January 2023 and February 2023 bills and then rendered her multiple bills in March and April 2023. The Commission further found that the utility violated Section 1501 of the Code by failing to communicate with the customer the issues surrounding the issuance of her bills. For these violations, the Commission accessed a $500 civil penalty.

Additionally, there have been two recent formal complaint proceedings in which the Administrative Law Judge ("ALJ") found that PECO failed to render bills to customers once every billing period pursuant to Section 56.11(a) of the Commission's regulations. In *Chi v. PECO Energy Co*., Docket No., F-2025-3052881 (Initial Decision issued Aug. 14, 2025) (*Chi*), the ALJ found that PECO failed to render the customer bills during the period of May 2024 to October 2024. *Chi* at 4. In *Alessandrini v. PECO Energy Co.,* Docket No. F-2024-3048905 (Initial Decision issued Aug. 8, 2025) (*Alessandrini),* the ALJ found that PECO failed to render the customer bills during the period of August 2024 to November 2024. *Alessandrini* at 7. The ALJ declined to render a civil penalty in *Chi*, finding that the violation was due to a technical error with a small chance of being repeated in the future and not the type of violation that would be deterred by the imposition of a civil penalty. *Chi* at 13. The ALJ also declined to render a civil penalty in *Alessandrini,* finding that the delay in billing did not affect the customer's payment history and that PECO was able to render correct bills beginning December 2024. *Alessandrini* at 16. The Initial Decisions in *Alessandrini* and *Chi* became final on September 10, 2025 and September 18, 2025 respectively.

After reviewing the cases referenced above, and the civil penalty factors, I find it necessary to assess a civil penalty to PECO in this instance. Although PECO explained that the three bills issued in November were partly a result of PECO's attempt to appropriately credit Ms. Montgomery with her CAP credits, it was unreasonable for Ms. Montgomery to receive an influx of bills in such a short time period. Further, after review of Respondent's Exhibit 1, which is the customer contact history of Ms. Montgomery, PECO did not appear to explain the three bills to Ms. Montgomery before they were issued or shortly after they were issued. I conclude that a civil penalty in the amount of $500 is appropriate to deter future violations.

## 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, 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).

12. A public utility shall render a bill once every billing period to every residential customer in accordance with approved rate schedules. 52 Pa. Code § 56.11(a).

13. Complainant failed to meet her burden of proving that Respondent violated Section 1501 of the Code when it increased the amount she pays monthly for electric service. 66 Pa.C.S. § 332(a); 66 Pa.C.S. § 1501.

14. Complainant failed to meet her burden of proving that her three PECO November 2024 bills were incorrect. 66 Pa.C.S. § 332(a); 66 Pa.C.S. § 1501.

15. Respondent failed to render Complainant a bill once each billing period in accordance with its rate schedules. 66 Pa.C.S. § 332(a); 52 Pa. Code § 56.11(a).

16. The Commission is authorized to consider and impose civil monetary penalties against a public utility company. 66 Pa.C.S. § 3301; 52 Pa. Code § 69.1201.

## ORDER

THEREFORE,

IT IS ORDERED:

1. That the Formal Complaint filed by Tyra Montgomery in the matter of Tyra Montgomery v. PECO Energy Company, Docket No. C-2025-3058367, is sustained, in part, and dismissed, in part.

2. That the portion of the Formal Complaint relating to allegations that PECO Energy Company did not render Tyra Montgomery a bill once every billing period is sustained.

3. That all other portions of the Formal Complaint are dismissed.

4. That within 30 days from the date of the entry of the Final Order in this matter, PECO Energy Company is directed to pay a total of $500 in civil penalties by

sending a certified check or money order payable to the "Commonwealth of Pennsylvania" with the docket number of this proceeding listed on the check to:

Matthew Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

5. That a copy of this Opinion and Order shall be served upon the Financial and Assessment Chief, Office of Administrative Services.

6. That the Bureau of Administrative Services, Assessment Section shall monitor this matter for compliance.

7. That, if PECO Energy Company fails to make the payment required by Ordering Paragraph No. 2 above, within thirty (30) days of the entry date of the Final Order in this matter, it is further ordered that the Bureau of Administrative Services, Assessment Section, shall refer this matter to the Pennsylvania Office of Attorney General for collection of the total set forth above and appropriate action.

8. That upon payment of the amount indicated in Ordering Paragraph No. 2, the Secretary's Bureau shall mark Docket No. C-2025-3058367 as closed.

Date: June 29, 2026

/s/
Alphonso Arnold III
Administrative Law Judge