

PENNSYLVANIA PUBLIC UTILITY COMMISSION
Harrisburg, Pennsylvania 17120

**Kevin Brabank vs.
PECO Energy Company – Electric
and Tomorrow Energy Corp.**

**Public Meeting held April 25, 2024
3042345-ALJ
Docket No. F-2023-3042345**

STATEMENT OF VICE CHAIR KIMBERLY BARROW

On August 21, 2023, Mr. Kevin Brabank filed a Formal Complaint against PECO Energy Company (PECO) and Tomorrow Energy Corporation (Tomorrow Energy) averring various allegations relating to his enrollment in PECO's Standard Offer Program (SOP), and the high variable rate which took effect after the SOP ended. Tomorrow Energy and Mr. Brabank settled the Complaint and PECO filed a Certificate of Satisfaction. An Initial Decision was issued on February 23, 2024, dismissing the Formal Complaint against PECO.

While I agree with the Administrative Law Judge's dismissal of the Formal Complaint, I want to take this opportunity to discuss shopping awareness and the issues that arise after an individual's contract or participation in a SOP ends. First and foremost, customers who choose to shop or utilize SOPs need to be aware of their contract terms and review all documentation provided by the Electric Generation Supplier (EGS). Notably, when the EGS contract is near its expiration, the EGS is required to provide an Initial Notice 45-60 days prior to the expiration date of the fixed duration contract or the effective date of the proposed change in terms.¹ An Options Notice is then provided 30 days prior to the expiration date of the fixed-duration contract or the effective date of the proposed change in terms.² If the customer does not respond to either the Initial Notice or the Options Notice, the EGS contract will be converted automatically to either a month-to-month contract or another fixed-duration contract, as explained in the notices.³ Shopping for a supplier is not a passive act, and customers must remain vigilant and be aware of contract terms and rates.

Additionally, while the Commission's Regulations permit an EGS to convert a non-responsive customer to a month-to-month or fixed-duration contract, I caution the EGS industry to exercise good faith and reasonableness when offering the new contract terms and prices. I am concerned with the fact pattern often seen in shopping complaints. Customers complain that any savings experienced during the initial contract term are more than wiped out once they are moved to a month-to-month or new fixed-duration contract. It is important that shopping customers pay attention to the notices sent near the end of the contract, but it is also important for EGSs to be good ambassadors for their industry to retain customer confidence in the competitive market.

April 25, 2024



Kimberly Barrow, Vice Chair

¹ 52 Pa. Code § 54.10(1).

² 52 Pa. Code § 54.10(2).

³ 52 Pa. Code § 54.10(3).