

EXCEPTIONS

October 23, 2024

C-2024-3045932

Frank Toroney

v.

PECO Energy Company

Your Honor,

The purpose of filing a formal complaint with the Pennsylvania Public Utility Commission was not to establish whether or not PECO violated any PUC utility code, commission, regulation or orders, but rather to establish whether or not PECO violated my rights under the Consumer Protection Laws and Regulations that govern Bait And Switch Tactics. Under Section 5(a) (1) of the Federal Trade Commission Act, it clearly states: Bait and Switch schemes are illegal practices that lure buyers into purchasing a product or service by advertising an attractive offer, to replace it with a less desirable one after the buyer is committed by agreeing to the purchase. This type of fraud is highly unethical and violates the rights of consumers. PECO offered an Off-peak Discount Program that was intended to lower the cost of electricity to any appliance attached to a 2nd off-peak meter.

After my now deceased father was lured in and signed up for the discounted program, PECO terminated the off-peak service, but continued to charge a tarraff on the second meter unless the meter is removed and returned to PECO.

On June 17, 2024, I submitted to the court an estimate in the amount of \$3,732 dollars required from me to have the meter pulled and service restored to my water heater by a certified electrician. If my math is correct It would take 152.5 years just to recover my losses from alleviating the \$2.04 monthly tariff charge—that's if PECO doesn't increase the current tarraff charge.

The monthly charge for the meter is like somebody offering to pay me to park their car on my property, renegeing on the agreement, and then begin charging me monthly rent unless I'm willing to pay to have the vehicle towed off my premises.

If I don't have the meter pulled, however, I will be passing on this tariff to my descendants just like I and my now deceased mother inherited.

Furthermore, if the property is ever sold, a disclosure statement would have to be included in the sales agreement informing the buyer of the tarraff resulting from a Bait and Switch Tactic implemented by PECO.

Therefore, I'm seeking the court's wisdom and mercy to end this unfair and illegal practice of charging me for a meter that no longer provides

an off-peak discount originally intended (Bait and Switch) on the electricity used to heat my water and resolve this issue once and for all by having PECO shoulder the burden of the cost to have their meter pulled and properly returned.

I sincerely thank the court for taking the time to review my Exception!

Sincerely,
Frank Toroney

Cc: Khadijah Scott Associate General Counsel
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Sent from my iPhone
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