



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
400 North Street, HARRISBURG, PA 17120

IN REPLY PLEASE  
REFER TO OUR FILE

March 20, 2025

ALL PARTIES OF RECORD

Re: Alan Fabius v Peco Energy Co.  
Docket Number: C-2024-3050914

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To All Parties of Record:

On March 19, 2025, my office received Exceptions to the Initial Decision of Administrative Law Judge Ashton in the above captioned matter. Our review of the filing revealed that no certificate of service or other indication that the parties of record to the case were served with the Exceptions. Therefore, we have enclosed a copy of the Exceptions to constitute service for purposes of 52 Pa. Code §5.533.

Due to the failure of Alan Fabius to provide service on all the parties of record to the case, and in order to avoid prejudice to any party pursuant to 52 Pa. Code §5.535, the Respondent shall have until April 11, 2025 to file Reply Exceptions.

Sincerely,

Rosemary Chiavetta  
Secretary

Enclosure

RC: acg

cc: All Parties of Record  
Document Folder

TO: PUC and PECO Energy

3/18/25

2301 Market St.

Arlene Ashton

P.O. Box 8699

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Philadelphia, PA 19101

Khadijah.Scott@exeloncorp.com

RE: Alan Fabius v. Peco Energy Co.

Docket No. C-2024-3050914

I am in receipt of the Initial Decision dated March 12<sup>th</sup> 2025 from the PUC. The following are my Exceptions to the Initial Decision.

Item #6 on page #4 reads: The Complainant enrolled with CleanChoice from June 1, 2020 to April 21, 2023. (PECO Exhibit 2:Tr. 40, 52)

The Complainant, Alan Fabius, never enrolled and neither CleanChoice nor PECO have evidence of my enrollment.

Item #17 page 5: We never entered into a payment agreement. Why if we are disputing the fact that these bills are excessively high would we agree to a payment plan?

Item # 18 page 5: We had a long history of paying our bills timely from 2008 until 2020 when our account was switched without our consent.

Page 6 second paragraph: "Preponderance of Evidence..." which consists of evidence that a reasonable mind might accept as adequate to support a conclusion.

I collected all the evidence available, comparing the fees from the same month a year prior which are remarkably higher by as much as 375% higher (June 2023 \$1,189.57 vs. June 2024 \$317.12)

The initial question I asked, and is still unanswered, is how could a 2200 sq ft townhouse utilize that much energy!

This evidence is not a "trace of evidence or a suspicion of the existence of fact!"

Page 8 second paragraph: The procedures for changing a customer to an EGS are as follows:

It is my understanding that Alternative Suppliers were made available in order that PECO does not have a monopoly on Energy Supply. I spoke to Anthony Costello, a Senior Regulatory Advisor for PECO, on three occasions and he described the problems associated with clients utilizing alternative suppliers as monumental and costly! I am also aware of excessive complaints to the BBB and PUC. Therefore it should be obvious that these procedures are inadequate. It is also obvious and well known that unscrupulous companies have taken advantage of this system.

Page 8 first sentence: The standard offer typically provides a percentage off an EDC's price for a stated period of time.

This statement has been carefully written but also implies that rates will change drastically. This is commonly referred to as Bait and Switch. My question is has anyone ever benefitted from using an Alternate Supplier? Certainly PECO has lost millions each year because of the need to employ a large team of lawyers and account representatives. Unless someone can provide proof otherwise it is obvious that the only parties benefitting from this program are the unscrupulous vendors. Any system that results in substantial financial difficulties for its clients is not adequate.

Therefore this system of allowing Alternative suppliers to attached unchecked by PECO, certainly has a Preponderance of Evidence, that a reasonable mind might accept as adequate to support a conclusion that this system is not adequate.

This entire problem would have been avoided if PECO would be required to send a Registered Letter requiring a customer's signature to switch their account to Alternate Suppliers.

Page # 10, 3<sup>rd</sup> paragraph: "I find the evidence of Ms. Tilman credible, and the evidence presented by PECO in this matter persuasive"

What evidence? She only stated that a letter was sent and this is neither clear nor convincing evidence.

Page #11, 3<sup>rd</sup> sentence: "Although the complainant did not recall receiving the EGS confirmation letter sent to him by PECO, he failed to present clear and convincing evidence that such a procedure is not reasonable."

I believe that I have now presented, clear and convincing evidence above, about the failure of this system and ask how many PECO customers have been injured since this system was enacted? If this system is adequate how come there are an overwhelming number of PECO customers placing complaints with the PUC.

Page #11 High Bill Dispute: The Chart on page 12 illustrates that the Month of June 2023 is 375% higher than June of 2024 even though the energy rate for 2024 is higher than the rate for 2023. That is certainly clear and convincing evidence that a reasonable mind might accept as adequate to support a conclusion that the bills are not reasonable nor accurate.

PECO has also not provided evidence as to how a customer living in a 2200 sq ft townhouse can utilize such an excessive amount of energy.

Page 14 First paragraph 3<sup>rd</sup> sentence: Mr. Costello also testified that homes of the same size, like those of Mr. Fabius and his neighbor, do not necessarily consume the same amount of electricity...”

While this statement is partly correct, It may be correctly stated that two identical homes with identical square footage should have similar bills +/- 10%. However this comparison with my adjacent neighbor is 43% higher.

Page 14 Second paragraph: Although Mr. Fabius indicated that he had no recollection of negotiating a payment arrangement with PECO, he did not dispute that he failed to make regular payments on his PECO account. He failed to provide credible and convincing testimony that the charges on his account were excessive or unrelated to actual usage.

Regular payments would have been made if fees were accurate and reasonable. But the first two bills from PECO after switching back to them were unreasonable at 208% and 375% higher which is why we placed a formal complaint with the PUC.

Page 14, Conclusions of law, #2: The party filing the Complaint bears the burden of proving by a preponderance of evidence that he is entitled to relief from the commission.

If 375% higher bills and a comparison to my neighbors with an exactly same townhouse at 43% lower bills are not a preponderance of evidence then my question is what is a preponderance of evidence because a reasonable mind would accept this as adequate to support a conclusion of unreasonable or excessive billing.

A reasonable mind would also accept that the meter should be tested and or replaced.

Sincerely,

Alan S. Fabius