



17 North Second Street
12th Floor
Harrisburg, PA 17101-1601
717-731-1970 Main
717-731-1985 Main Fax
www.postschell.com

Devin T. Ryan

dryan@postschell.com
717-612-6052 Direct
717-731-1985 Direct Fax
File #: 140074

March 24, 2015

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: Jay Larry Moyer v. PPL Electric Utilities Corporation
Docket Nos. C-2011-2273645 & C-2014-2444864

Dear Secretary Chiavetta:

Enclosed for filing is the Motion of PPL Electric Utilities Corporation to Dismiss Objections and Compel Responses to Discovery Propounded on Jay Larry Moyer – Set I on Remand, in the above-referenced proceeding.

Copies will be provided as indicated on the Certificate of Service.

Respectfully submitted,

Devin T. Ryan

DTR/jl
Enclosures

cc: Honorable Cynthia Williams Fordham
Certificate of Service

CERTIFICATE OF SERVICE

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

VIA E-MAIL AND FIRST CLASS MAIL

Jay Larry Moyer
370 West Johnson Street
Apartment C-1
Philadelphia, PA 19144
E-mail: gtown73@hotmail.com

Date: March 24, 2015



Devin T. Ryan

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Jay Larry Moyer	:	
	:	Docket Nos. C-2011-2273645
v.	:	C-2014-2444864
	:	
PPL Electric Utilities Corporation	:	

NOTICE TO PLEAD

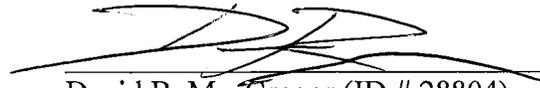
YOU ARE HEREBY ADVISED THAT, PURSUANT TO 52 PA. CODE § 5.342(g)(1), YOU MAY FILE A REPLY TO THE ENCLOSED MOTION TO COMPEL WITHIN FIVE (5) DAYS AFTER THE DATE OF SERVICE. YOUR REPLY SHOULD BE FILED WITH THE SECRETARY OF THE PENNSYLVANIA PUBLIC UTILITY COMMISSION, P.O. BOX 3265, HARRISBURG, PA 17105-3265. A COPY OF YOUR REPLY SHOULD ALSO BE SERVED ON THE UNDERSIGNED COUNSEL.

Paul E. Russell (ID # 21634)
Associate General Counsel
PPL Services Corporation
Office of General Counsel
Two North Ninth Street
Allentown, PA 18106
Phone: 610-774-4254
Fax: 610-774-6726
E-mail: perussell@pplweb.com

Of Counsel:

Post & Schell, P.C.

Date: March 24, 2015



David B. MacGregor (ID # 28804)
Post & Schell, P.C.
Four Penn Center
1600 John F. Kennedy Boulevard
Philadelphia, PA 19103-2808
Phone: 215-587-1197
Fax: 215-587-1444
E-mail: dmacgregor@postschell.com

Christopher T. Wright (ID # 203412)
Devin T. Ryan (ID # 316602)
Post & Schell, P.C.
17 North Second Street, 12th Floor
Harrisburg, PA 17101-1601
Phone: 717-731-1970
Fax: 717-731-1985
E-mail: cwright@postschell.com
dryan@postschell.com

Attorneys for PPL Electric Utilities Corporation

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Jay Larry Moyer	:	
	:	Docket Nos. C-2011-2273645
v.	:	C-2014-2444864
	:	
PPL Electric Utilities Corporation	:	

**MOTION OF PPL ELECTRIC UTILITIES CORPORATION
TO DISMISS OBJECTIONS AND COMPEL RESPONSES TO DISCOVERY
PROPOUNDED ON JAY LARRY MOYER – SET I ON REMAND**

TO ADMINISTRATIVE LAW JUDGE CYNTHIA W. FORDHAM:

Pursuant to 52 Pa. Code §§ 5.342(g) and 5.350(e), PPL Electric Utilities Corporation (“PPL Electric” or the “Company”) hereby files this Motion to Dismiss Objections and Compel Responses to Discovery Propounded on Jay Larry Moyer – Set I on Remand. In support of its Motion, PPL Electric states as follows:

I. INTRODUCTION

1. On February 2, 2015, Jay Larry Moyer (“Complainant”) served his written direct testimony (“Moyer Direct”) in the above-captioned consolidated proceeding.

2. On March 4, 2015, PPL Electric served Interrogatories, Requests for Production of Documents, and Requests for Admission Propounded on Jay Larry Moyer – Set I on Remand (“PPL to Moyer Set I”). A true and correct copy of PPL to Moyer Set I is attached hereto and marked as **Appendix A**.

3. By letter dated March 13, 2015, the Complainant served via first class mail his objections and some of his answers to PPL to Moyer Set I. A true and correct copy of the

Complainant's objections and answers to PPL to Moyer Set I is attached hereto and marked as **Appendix B.**

4. On March 24, 2015, counsel for PPL Electric contacted the Complainant in an effort to resolve the objections without the need for formal motions. Complainant declined to resolve any of the objections and, instead, insisted that the Administrative Law Judge Cynthia W. Fordham ("ALJ") review and rule on the Complainant's objections and this Motion.

5. Under 52 Pa. Code § 5.321(c), a party is entitled to obtain discovery of any matter not privileged that is relevant to the pending proceeding, or any matter that is reasonably calculated to lead to the discovery of admissible evidence. Discovery is permitted regardless of whether the information sought "relates to the claim or defense of the party seeking discovery or to the claim or defense of another party." *Id.*

6. An objection to a discovery request must "[r]estate the interrogatory or part thereof deemed objectionable and the specific ground for the objection." 52 Pa. Code § 5.342(c)(2). Furthermore, the objection must "[i]nclude a description of the facts and circumstances purporting to justify the objection." 52 Pa. Code § 5.342(c)(3); *see* 52 Pa. Code § 5.350(d)(3) (stating that the "[g]rounds for objections" to a request for admission "must be specifically stated").

7. The Commission generally provides wide latitude in discovery matters. *See Pa. P.U.C. v. The Peoples Natural Gas Co.*, 62 Pa. P.U.C. 56 (Order Entered Aug. 26, 1986); *Pa. P.U.C. v. Equitable Gas Co.*, 61 Pa. P.U.C. 468 (Order Entered May 16, 1986).

8. For the reasons stated below, PPL Electric respectfully requests that the ALJ grant this Motion and order the Complainant to answer fully Moyer-Set I, Nos. 1-6, 8-9, and 11, as described below.

II. THE COMPLAINANT'S OBJECTIONS LACK MERIT

A. The Complainant's Objection to PPL to Moyer-I-1 Lacks Merit.

9. PPL to Moyer-I-1 provides:

Reference Moyer Direct, p. 44, lines 19-21: "The Complainant also installed his own independent side meter which has continued to record kilowatt hours of generation since the facility began operating in 2009."

Please state whether you have any records of the kilowatt hours of generation since 2009 as measured by this "independent side meter." If so, please provide any and all such records.

10. The Complainant's Objection to PPL to Moyer-I-1 reads as follows:

I object to this request because the scheduled Hearing involves PPL Electric's billing process, and related data, and the various elements in their billing process. Should the Commission, however, determine that the Complainant's meter readings might be useful in seeking a remedy or negotiated settlement, I would be amenable to such a request from the Commission.

11. Under 52 Pa. Code § 5.321(b), PPL Electric is entitled to obtain discovery of any matter not privileged that is relevant to the pending proceeding, or any matter that is reasonably calculated to lead to the discovery of admissible evidence.

12. In his Complaint, the Complainant has contested, among other things: (1) the Company's process for reading and storing information regarding the amount of electricity generated; and (2) the accuracy of the Company's records regarding the amount of electricity generated at the Complainant's generating facilities.

13. In his direct testimony, the Complainant stated that he has his own independent side meter that has recorded the kilowatt hours of electricity generated at his facilities since they began operating in 2009.

14. To the extent that the Complainant claims that PPL Electric's process and records are flawed, the Company is entitled to discover these records in possession of the Complainant to

examine the veracity of his claims by comparing them to the Company's own records. Therefore, requesting the Complainant's records of the kilowatt hours of generation at the generating facilities as measured by the independent side meter clearly is a relevant inquiry in this proceeding.

15. Based on the foregoing, PPL Electric is entitled to obtain discovery of these records because they are reasonably calculated to lead to the discovery of admissible evidence.

WHEREFORE, PPL Electric respectfully requests that the ALJ grant its Motion to Dismiss Objections and Compel Responses to Discovery, and order the Complainant to answer fully PPL to Moyer-I-1 as described above.

B. The Complainant's Objection to PPL to Moyer-I-2 Lacks Merit.

16. PPL to Moyer-I-2 states as follows:

Reference Moyer Direct, p. 4, lines 3-9: "The purpose of my testimony is . . . to seek available remedy and redress that are proportionate and appropriate."

(a) What is the specific "proportionate and appropriate" remedy that you are seeking?

(b) If the remedy described in answer to subpart (a) differs from the \$750.29 you claimed on the record at the hearing held on August 15, 2012, at Docket No. C-2011-2273645, please explain why and provide details of any calculations to derive that new amount or remedy.

17. The Complainant's Objection to PPL to Moyer-I-2 provides:

I object to this request because it is premature and much too narrowly conceived. First, the request suggests that the remedy and redress are limited to financial considerations. It is my contention that a suitable remedy must include corrections to the flawed billing process, as well as other non-monetary considerations. In addition, the Commission has at its disposal many other avenues of redress that they may choose to consider in this or any other case. Finally, the Complainant will show, in his oral testimony, specific billing errors that continued well beyond the hearing date cited. In fact, since that date, the Complainant has

repeatedly stated that the vagaries of PPL's billing process preclude any possibility of deriving an accurate and reliable compensation figure. See I-3, below, for a related response.

18. Under 52 Pa. Code § 5.321(b), PPL Electric is entitled to obtain discovery of any matter not privileged that is relevant to a pending proceeding, or any matter that is reasonably calculated to lead to the discovery of admissible evidence. The discovery sought in PPL to Moyer-I-2 is relevant to the current proceeding and is reasonably calculated to lead to information regarding the Complaint, particularly the remedy that the Complainant seeks.

19. The Complainant explicitly states that part of his testimony's purpose is "to seek available remedy and redress that are proportionate and appropriate." Moyer Direct, p. 4, lines 3-9. PPL to Moyer-I-2 merely requests information relating to: (1) the relief the Complainant is seeking; and (2) the basis of that relief. PPL Electric, as the respondent in this case, is certainly entitled to seek discovery regarding the remedies sought against it.

20. Nowhere in his direct testimony does the Complainant specifically outline the monetary relief, if any, that he is requesting in this proceeding. Previously, the Complainant stated on the record at the hearing held on August 15, 2012, at Docket No. C-2011-2273645, that he was entitled to a credit of \$750.29. If the Complainant believes that he should receive financial compensation, the Company is entitled to know what amount he is seeking and what forms the basis for his derivation of that amount.

21. Moreover, if there are other non-monetary aspects of the "proportionate and appropriate" relief that the Complainant is seeking, he can simply provide those aspects in his Answer.

22. Further, PPL Electric disagrees with the Complainant's contention that the discovery request is premature. Under 52 Pa. Code § 5.331(b), "[a] party shall initiate discovery as early in the proceeding as reasonably possible." Among other things, discovery helps parties

prepare for the hearing, obtain relevant facts in advance of the hearing, and narrow the issues in the case, thereby reducing the time and effort expended by the parties and the ALJ at the hearing. Here, the Company has requested information about the relief that the Complainant seeks. Such information will aid the Company in developing and focusing its cross-examination of the Complainant at the hearing. The Complainant cannot withhold information requested through discovery in order to spring it on the opposing party at the hearing. Accordingly, the proper time for the Complainant to disclose this information is now, not at the hearing.

23. In addition, the Company disagrees that its interrogatory is “too narrowly conceived.” Apart from not being a valid basis for an objection, the interrogatory seeks information about the Complainant’s requested relief, including whether the credit he calculated in the previous hearing is a part of the remedy. Although the Complainant contends that financial compensation is only part of the remedy he is seeking, that is not a valid reason for refusing to answer questions related to the financial compensation part of the requested relief. The Complainant should be required to state whether he seeks the same amount that he calculated in the last proceeding and, if not, how he arrived at the new amount.

24. Moreover, PPL Electric notes that the Complainant states in his Objection that the alleged billing errors he has identified after the August 15, 2012 hearing will be presented through “oral testimony.” As the ALJ ruled in Prehearing Order on Remand issued March 16, 2015, the Complainant cannot present additional new oral testimony at the hearing that should have been included in his direct testimony because the parties have elected to prepare and present written testimony. If there was information that the Complainant wished to present as part of his direct case, he should have included it in his direct testimony.

WHEREFORE, PPL Electric respectfully requests that the ALJ grant its Motion to Dismiss Objections and Compel Responses to Discovery, and order the Complainant to answer fully PPL to Moyer-I-2.

C. The Complainant's Objection to PPL to Moyer-I-3 Lacks Merit.

25. PPL to Moyer-I-3 provides:

Reference Moyer Direct, p. 8, lines 20-23: "I have incurred a loss of income; a disruption of my retirement; unmitigated personal distress' incalculable expenditure of time and effort; and considerable financial expense, all in the honest pursuit of a fair and just resolution." Please provide all materials, invoices, bills, payments, e-mails, correspondence, and any other documents in your possession that support this statement.

26. The Complainant's Objection to PPL to Moyer-I-3 states as follows:

I object to this request because it is not pertinent at this point in the proceedings. The material being requested might be suitable in the course of settlement discussions, or as part of any Commission remedy. In the meantime, I should be afforded the opportunity to present the full array of evidence, as the Commission granted. Once the Hearing is completed, there will be ample opportunity for me to present, as appropriate, "all materials, invoices, bills, payments, emails, correspondence, and any other documents" that support my claim of adverse impact.

27. Under 52 Pa. Code § 5.321(b), PPL Electric is entitled to obtain discovery of any matter not privileged that is relevant to a pending proceeding, or any matter that is reasonably calculated to lead to the discovery of admissible evidence. The Complainant objects to PPL to Moyer-I-3 because the materials are supposedly "not pertinent at this point in the proceedings." However, the Complainant's objection is groundless.

28. The materials sought in this interrogatory are pertinent to the remedy requested by the Complainant, which is relevant to this proceeding. Through cross-examination, the Company will test the claims that the Complainant made in testimony about the alleged harm he has suffered, and these materials will help serve that purpose. Moreover, by his own admission,

the Complaint states that “[t]he material being requested might be suitable in the course of settlement discussions, or as part of any Commission remedy.” PPL Electric agrees that this information would be helpful in determining a suitable remedy, whether through settlement or as part of the Commission’s order. Consequently, the Company is entitled to obtain this information through discovery.

29. Furthermore, to claim that these materials somehow are not relevant “at this point in the proceedings” is in error. The stage of the proceedings is inconsequential as to whether the material is “relevant.” The Complainant made these claims in his testimony, and the Company has the legal right to inquire through proper discovery as to the materials, if any, that support these claims.

30. Similar to the reasons explained in Section II.B, the time for the Complainant to disclose this information is now, not at the hearing. Such information will help narrow the issues and clarify the bases for the Complainant’s requested relief and may aid the parties in reaching a settlement. In fact, as noted previously, the Complainant states in his Objection that “[t]he material being requested might be suitable in the course of settlement discussions.”

31. Additionally, PPL Electric disputes that the Complainant can refuse to answer this interrogatory because he “should be afforded the opportunity to present the full array of evidence.” In reality, the Complainant has already been afforded this opportunity by presenting his direct case through his written direct testimony. Therefore, even if the Complainant were allowed to “sandbag” this proceeding and withhold this information on the ground that he was “saving it” for his direct case, that time has passed.¹

¹ Relatedly, the Company notes that the Complainant appears to believe that he will have “ample opportunity” to present the requested information “[o]nce the Hearing is completed.” Indeed, the time for the parties to present evidence is at the hearing, not after it has concluded.

WHEREFORE, PPL Electric respectfully requests that the ALJ grant its Motion to Dismiss Objections and Compel Responses to Discovery, and order the Complainant to answer fully PPL to Moyer-I-3.

D. The Complainant's Objection to PPL to Moyer-I-5 Lacks Merit.

32. PPL to Moyer-I-5 states the following:

Reference Moyer Direct, p. 42, lines 17-20: "The 'Charges' associated with the Complainant's PV solar facility are unjustified. PPL Electric's imposition of two separate monthly 'Charges' is punitive and discriminatory. These 'Charges' are not imposed on other net metering customers who elect physical aggregation."

(a) Please identify the "charges" described in this statement.

(b) Please admit or deny whether you are aware that these same charges referenced in your testimony are imposed on single, non-net metering residential accounts.

(c) Please admit or deny whether you are aware that these same charges referenced in your testimony are imposed on single, non-net metering commercial accounts.

(d) Please admit or deny whether you are aware that these same charges referenced in your testimony are imposed on the single accounts of physical net meter aggregation customer-generators.

33. The Complainant's Objection to PPL to Moyer-I-5 provides:

I object to this request because it misrepresents my argument and the requested information is irrelevant to the proceedings. My comments are specific to virtual metering, and the request ignores the several points I raise: 1) That virtual metering and physical metering must be afforded equal access to net metering; (2) that the "second regimen" of charges undermines that equal access; 3) that this "mandatory" second account was imposed without any prior notice. This "mandatory" second account, which was never part of any contract or agreement, is imposed only on virtual metering customers.

Furthermore, the effort to draw other customers into a comparison is disingenuous. It is only "physical net metering" customers that I cite. The point which I raised in Written Testimony is not whether

multiple accounts are properly or improperly imposed on other customers, residential or commercial. My contention, based on the clear language of the Utility Code, is that virtual metering is afforded the same status as physical metering, and should not suffer the disadvantage of being charged twice.

As for what I know about physical metering charges, it is true that I know various PPL customers with physical metering, and I know what they say to me. Those conversations form the basis of my statement, which I believe to be fully accurate. Those who are residential customers, of course, usually have a single account for net metering. Some, for business or other reasons, may request a second account, but no evidence that any customers have been assigned a mandatory second account as a consequence of electing physical meter aggregation. That is the disadvantage imposed on solely on [sic] virtual metering. PPL's relationship with specific physical metering customers is, of course, beyond the scope of this Case.

34. Under 52 Pa. Code § 5.321(b), PPL Electric is entitled to obtain discovery of any matter not privileged that is relevant to the pending proceeding, or any matter that is reasonably calculated to lead to the discovery of admissible evidence. The information requested in PPL to Moyer-I-5 is undoubtedly relevant to this proceeding.

35. In his direct testimony, the Complainant claimed that the separate monthly charges on his second account are “punitive and discriminatory.” Moyer Direct, p. 42, lines 17-18. Section 75.13(j) of the Commission's regulations, 52 Pa. Code § 75.13(j), provides that “[a]n EDC may not charge a customer-generator a fee or other type of charge unless the fee or charge would apply to other customers that are not customer-generators.” Indeed, the Complainant's testimony attempts to claim that the Company's imposition of these charges on his host account contravenes 52 Pa. Code § 75.13(j). Moyer Direct, p. 42, line 17 to p. 43, line 9. PPL Electric simply seeks to establish the Complainant's understanding of whether the charges he disputes are imposed on the single accounts of other customers, specifically non-net metering residential accounts, non-net metering commercial accounts, and physical net meter aggregation

accounts. Therefore, such information is directly relevant to the Complainant's own claim that these charges are punitive and discriminatory and in violation of 52 Pa. Code § 75.13(j).

36. Moreover, PPL Electric has not misrepresented the Complainant's statements. The Company is only testing the Complainant's belief as to how the Company imposes these disputed charges on its other customers. In any event, this is not a valid ground for refusing to answer a discovery question that clearly is relevant to the Complainant's testimony.

37. The Complainant's objection also states that the statements in his testimony only relate to the distinction between how physical net meter aggregation accounts and virtual net meter aggregation accounts are treated. The Company seeks clarity to the Complainant's understanding on this point in PPL to Moyer-I-5, namely whether he believes that physical net meter aggregation customers are not subject to these charges on their single accounts. *See Moyer Direct*, p. 42, lines 19-20 ("These 'Charges' are not imposed on other net metering customers who elect physical meter aggregation.").

38. In addition, the Complainant errs when he contends that "PPL's relationship with specific physical metering customers is, of course, beyond the scope of this Case". The comparison of physical net meter aggregation and virtual net meter aggregation customers is relevant for distinguishing the treatment of virtual net meter aggregation under the Commission's regulations and the Company's tariff. Furthermore, the Complainant's own direct testimony attempts to fault the Company for failing to adequately discuss physical net meter aggregation customers. *See Moyer Direct*, p. 25, lines 9-11 ("The writers seem unaware that 'net metering' is a general term, and the 'difference' being described is precisely the difference between 'physical meter aggregation' and 'virtual meter aggregation.'"); *Moyer Direct*, p. 25, lines 17-18 ("[PPL Electric] avoids mention of 'physical meter aggregation', which is crucial for an understanding

of net metering.”). The Complainant cannot claim that physical net meter aggregation is relevant in his testimony and then state that it is not relevant for purposes of the Company’s discovery. In reality, how the Company treats physical net meter aggregation customers clearly is relevant to his claim that the charges imposed on the Complainant’s host account are punitive and discriminatory.

39. Finally, rather than answer subpart (a) of PPL to Moyer-I-5, the Complainant places a “note” in the recitation of the Company’s interrogatory. The Company observes that this note appears to answer subpart (a), which asks the Complainant to identify the “charges” associated with his statement. PPL Electric requests that this note be set forth as a formal Answer to subpart (a) of this interrogatory in compliance with 52 Pa. Code § 5.342(a), provided that it does represent the Complainant’s response to subpart (a).

WHEREFORE, PPL Electric respectfully requests that the ALJ grant its Motion to Dismiss Objections and Compel Responses to Discovery, and order the Complainant to answer fully PPL to Moyer-I-5 as described above.

E. The Complainant’s Objection to PPL to Moyer-I-8 Lacks Merit.

40. PPL to Moyer-I-8 provides:

Reference Moyer Direct, p. 14, lines 8-10: “PPL Electric asks us to accept their ‘calculation sheets’, which often contradict those monthly bills. PPL tells me, the Complainant, one story in the monthly bills, and tells others (i.e. the Commission) a different story in its ‘calculation sheets’.” Apart from the monthly data for June 2010 to December 2010, please state whether you have identified any differences between the monthly bills and the calculation sheets you reference. If so, please identify and explain each and every difference in detail.

41. The Complainant’s Objection to PPL to Moyer-I-8 reads as follows:

I object to the request because it is the Complainant’s prerogative to choose which “contradictions” or other details he will cite in Written Testimony, in oral testimony, or in cross-examination. I

have presented numerous contradictions, and will present more. The request for “each and every difference”, however, is unreasonably broad, sweeping, burdensome, and unattainable. The request to “identify and explain each and every difference in detail” is onerous and unreasonable.

42. Under 52 Pa. Code § 5.321(b), PPL Electric is entitled to obtain discovery of any matter not privileged that is relevant to the pending proceeding, or any matter that is reasonably calculated to lead to the discovery of admissible evidence. The information requested in PPL to Moyer-I-5 is relevant and not unduly burdensome or unreasonably broad.

43. In his direct testimony, the Complainant claimed that “PPL tells me, the Complainant, one story in the monthly bills, and tells others (i.e. the Commission) a different story in its ‘calculation sheets’.” Moyer Direct, p. 14, lines 9-10. The Company merely seeks clarification from the Complainant as to whether the differences he has identified apply to any periods outside of the June 2010 to December 2010 period when he was not participating in virtual net meter aggregation. If so, the Company has requested that he identify each difference.

44. The Company disagrees that providing such information is unreasonable, particularly when the Complainant admits in his Objection that he intends to cite these contradictions “in Written Testimony, in oral testimony, or in cross-examination” and that he has “presented numerous contradictions, and will present more.”

45. In addition, the Complainant cannot withhold this information on the basis that it is his “prerogative to choose which ‘contradictions’ or other details he will cite in Written Testimony, in oral testimony, or in cross-examination.” The Company agrees that the Complainant has the ability to choose which of the alleged contradictions he wants to ask the Company’s witness about on cross-examination. However, PPL Electric is entitled to the discovery of the basis of his statement that there are discrepancies in the information shown on the calculation sheets and the bills. Rather than allowing the Complainant to sandbag this

proceeding and surprising the Company's witness on the stand, the record will benefit from the Company being able to fully investigate and verify the Complainant's claimed discrepancies in advance of the hearing. Such information could potentially lead to stipulations of certain facts in advance of the hearing, thereby lessening the burden on the ALJ and the parties.

46. Finally, the Company again notes that the Complainant states in his Objection that he intends cite certain contradictions "in Written Testimony" and "in oral testimony." To the extent that the Complainant wished to present more alleged contradictions as part of his direct case, he had the opportunity to do so in his written direct testimony. Since he has already served his written direct testimony, the Complainant's time to present these additional alleged contradictions in support of his direct case has passed.

WHEREFORE, PPL Electric respectfully requests that the ALJ grant its Motion to Dismiss Objections and Compel Responses to Discovery, and order the Complainant to answer fully PPL to Moyer-I-8 as described above.

F. The Complainant's Objection to PPL to Moyer-I-11 Lacks Merit.

47. PPL to Moyer-I-11 reads as follows:

Please explain whether any persons or organizations provided any assistance, aid, oversight, or review of the preparation of your written direct testimony. If so, please identify each person in accordance with Instruction 3 and state whether each person is an attorney licensed to practice law in the Commonwealth of Pennsylvania.

48. The Complainant's Objection to PPL to Moyer-I-11 states:

I object to this request on the basis that it is not relevant nor is it reasonably calculated to lead to the discovery of admissible evidence. The written testimony which I submitted is entirely mine, and I am solely responsible for its preparation and contents.

49. Under 52 Pa. Code § 5.321(b), PPL Electric is entitled to obtain discovery of any matter not privileged that is relevant to the pending proceeding, or any matter that is reasonably

calculated to lead to the discovery of admissible evidence. The information requested in PPL to Moyer-I-1 is undoubtedly relevant to this proceeding.

50. The Company is entitled to know whether any persons aided in the preparation of the Complainant's testimony. The Company simply seeks to uncover whether the Complainant's testimony reflects his own views or the work of a collective group of persons. If any other persons helped develop and prepare the direct testimony, their background, qualifications, and knowledge should be tested. Such an inquiry will help determine the veracity of the claims made in the Complainant's testimony.

51. Additionally, the Company has the right to file an application to subpoena these individuals pursuant to 52 Pa. Code § 5.421(a)(2). PPL Electric also may want or need to call any of these persons that he used to develop and prepare his direct testimony as witnesses at the hearing. Consequently, identifying these individuals is necessary for these purposes.

52. Moreover, as the Complainant stated in his Answer to PPL to Moyer-I-10, he is not an attorney licensed to practice law in Pennsylvania. Yet, large portions of the Complainant's direct testimony make claims about the interpretation and application of statutes and regulations. Therefore, it is critical to know whether a licensed attorney aided in the preparation of this testimony. Thus, PPL to Moyer-I-11 is relevant to this proceeding.

53. Further, the Company notes that if the testimony is truly the product of his work alone, he can just state in his Answer that he received no assistance from any person in the development of his testimony.

WHEREFORE, PPL Electric respectfully requests that the ALJ grant its Motion to Dismiss Objections and Compel Responses to Discovery, and order the Complainant to answer fully PPL to Moyer-I-11 as described above.

III. THE COMPLAINANT'S ANSWERS FAIL TO FULLY ANSWER THE QUESTIONS

A. The Complainant's Answer to PPL to Moyer-I-4 Fails to Fully Respond to the Question.

54. PPL to Moyer-I-4 provides as follows:

Reference Moyer Direct, p. 9, lines 1-2: "[T]he current litigation could end promptly with a satisfactory remedy from PPL Electric." Please explain in detail what is the "satisfactory remedy from PPL Electric" that would satisfy your complaint and enable the litigation to end. If it differs from the remedy sought in response to subpart (a) of Moyer-I-2, please explain why.

55. The Complainant's Answer to PPL to Moyer-I-4 reads as follows:

While not objecting, I would emphasize that PPL's billing process precludes any possibility of deriving an accurate and reliable compensation figure and must be substantially re-designed. I would add further that any remedy must consider an assortment of factors. These factors would include, but would not be limited to 1) major flaws in the current billing process; 2) the Company's negligence in developing coherent billing procedures; 3) The Company's disregard for the unambiguous language of the Utility Code; 4) the disincentive and deterrent effect of PPL Policies on full implementation of virtual meter aggregation; and 5) the adverse impact on me personally and financially of PPL billing practices. The request suggests that I have, or should have, a definitive proposition and that it should be disclosed in advance of the Formal Hearing. In my submittal of May 31, 2014, I called for a joint meeting to produce a satisfactory remedy, and that opportunity has now passed. The scheduled Evidentiary Hearing should now take precedence. At an appropriate time, I will present further suggestions for a suitable remedy.

56. Under 52 Pa. Code § 5.321(b), PPL Electric is entitled to obtain discovery of any matter not privileged that is relevant to the pending proceeding, or any matter that is reasonably calculated to lead to the discovery of admissible evidence.

57. Rather than answering the question and providing specifics about the "satisfactory remedy" he mentions in his direct testimony, the Complainant appears to believe that he can

withhold his “further suggestions for a suitable remedy” until “an appropriate time.” However, the appropriate time for the Complainant to disclose this information is either in his direct testimony or now through discovery about his direct testimony.

58. Moreover, to the extent that the Complainant wanted to present these suggestions as part of this direct case, he should have included it as part of his written direct testimony. The lack of specifics relating to this “suitable remedy” in the Complainant’s testimony is precisely why the Company seeks more information to clarify his requested relief.

WHEREFORE, PPL Electric respectfully requests that the ALJ grant its Motion to Dismiss Objections and Compel Responses to Discovery, and order the Complainant to answer fully PPL to Moyer-I-4 as described above.

B. The Complainant’s Answer to PPL to Moyer-I-6 Fails to Fully Respond to the Question.

59. PPL to Moyer-I-6 states the following:

Reference Moyer Direct, p. 43, lines 1-2: “The ‘other customers’ mentioned are simply not subject to a mandatory second account or to a mandatory second account or to a regimen of extra ‘Charges’ for such a second account.” Please explain the basis of your understanding that a non-net metering customer’s second account would not be subject to these charges and provide all documents upon which you relied in reaching that conclusion.

60. The Complainant’s Answer to PPL to Moyer-I-6 provides:

While not objecting, I do protest vigorously to the misreading of my statement which this request advances. PPL distorts my statement, which refers explicitly to a “mandatory” second account and a regimen of extra “charges” for such a second account. My comments do not make any sweeping claim about all non-net metering customers; they make no claims about who does or doesn’t have a “second account”; they do not discuss which customers may have asked to open a second account. My claim is simply that a second, involuntary (i.e. “mandatory”) account was imposed on me arbitrarily, without prior notice, and without my consent.

Note: Although it is of slight consequence, I simply note a repetition, in the Company's rendering, of the phrase "to a mandatory second account" which does not appear in Moyer Direct.

61. PPL Electric requests that the Complainant answer this question in full and disputes that it has misread the Complainant's statement.

62. The Complainant's Answer contends that his statement was related to how he was subjected to a mandatory second account. However, the Complainant states in his testimony that "[t]he 'other customers' mentioned are simply not subject to a regimen of extra 'Charges' for such a second account." Moyer Direct, p. 43, lines 1-2. This claim directly ties to the standard established by 52 Pa. Code § 75.13(j), whereby the Company cannot impose a charge on the accounts of customer-generators "unless the fee or charge would apply to other customers that are not customer-generators." *Id.* (emphasis added). PPL to Moyer-I-6 specifically asks about his statement that other customers are not subject to charges on a second account to test the veracity of the Complainant's claim that the imposition of these charges violates the Commission's regulation.

63. By not answering this point, the Complainant's Answer is non-responsive. To the extent that the Complainant wants to clarify his statement and agree that a non-net metering customer's second account would be subject to these charges, he can state that in his Answer.

64. The Complainant's Answer also contends that he made no "sweeping claims about all non-net metering customers." However, in his direct testimony, the Complainant quoted "other customers" from 52 Pa. Code § 75.13(j). All non-net metering customers is precisely what the regulation means by "other customers" (i.e., "other customers that are not customer-generators"). For these reasons, the Company did not misread the Complainant's statements and requests that the Complainant answer its question in full.

WHEREFORE, PPL Electric respectfully requests that the ALJ grant its Motion to Dismiss Objections and Compel Responses to Discovery, and order the Complainant to answer fully PPL to Moyer-I-6 as described above.

C. The Complainant's Answer to PPL to Moyer-I-9 Fails to Fully Respond to the Question.

65. PPL to Moyer-I-9 provides:

Reference Moyer Direct, p. 33, lines 21-22: "From May to December, 2013, PPL Electric imposed late charges on the house account, even as litigation over billing issues continued."

(a) Please admit or deny whether you paid in full the entire amount shown on the electric bills from PPL Electric for your residence from May 2013 to December 2013. To the extent your response is anything other than an unqualified denial, please explain in detail.

(b) Please admit or deny whether you have failed to timely remit payment for any of the electric bills from PPL Electric for your residence from May 2013 to December 2013. To the extent your response is anything other than an unqualified denial, please explain in detail.

66. The Complainant's Answer to PPL to Moyer-I-9 reads as follows:

Admitted. By way of further explanation, I must emphasize that the bills from May, 2013 to December, 2013 are very much in dispute. The bill for July, 2013, for example, does not include any applied credit, although there was substantial generation in that month, as shown by PPL'[s] Compilation, which was ordered by the Commission in January, 2014. Furthermore, before suspending payments, I was careful to follow the PUC guidelines. In 2011, I received from the Public Utility Commission a letter stipulating that a Complainant is not required to pay disputed charges while proceedings continue on a Complaint. Although I did, in good faith, continue to make payments for two more years, I eventually concluded that I should invoke the Commission's provision. Therefore, in correspondence to the Commission [in] June, 2013 (or thereabout), I enclosed a copy of the Commission's letter and informed the Commission of my decision to suspend further payments until the case has been resolved. The Company should

not be permitted to impose late charges while these proceedings continue.

67. PPL Electric requests that the Complainant be directed to answer this request for admission in full.

68. There are two subparts to PPL to Moyer-I-9, and each subpart asks for a separate admission or denial. The Complainant, however, only writes a blanket “Admitted” to begin his response. To be clear, it is a complete contradiction for the Complainant to admit to each subpart. If he admits to subpart (a), he states that he paid in full the entire amount shown on the electric bills from PPL Electric for his residence from May 2013 to December 2013. However, if he admits to subpart (b), he admits that has failed to timely remit payment for any of the electric bills from PPL Electric for his residence from May 2013 to December 2013. The Complainant cannot have paid every bill in full and failed to timely remit payment for one of those bills during the same time period.

69. For these reasons, PPL Electric respectfully requests that the Complainant be directed to specifically admit or deny each subpart of this request for admission.

WHEREFORE, PPL Electric respectfully requests that the ALJ grant its Motion to Dismiss Objections and Compel Responses to Discovery, and order the Complainant to answer fully PPL to Moyer-I-9 as described above.

III. CONCLUSION

For the reasons set forth above, PPL Electric Utilities Corporation requests that Administrative Law Judge Cynthia W. Fordham grant this Motion to Dismiss Objections and Compel Responses to Discovery and direct Jay Larry Moyer to answer fully Moyer-Set I, Nos. 1-6, 8-9, and 11, as described above within three (3) days from the date of the order.

Respectfully submitted,



Paul E. Russell (ID # 21634)
Associate General Counsel
PPL Services Corporation
Office of General Counsel
Two North Ninth Street
Allentown, PA 18106
Phone: 610-774-4254
Fax: 610-774-6726
E-mail: perussell@pplweb.com

David B. MacGregor (ID # 28804)
Post & Schell, P.C.
Four Penn Center
1600 John F. Kennedy Boulevard
Philadelphia, PA 19103-2808
Phone: 215-587-1197
Fax: 215-587-1444
E-mail: dmacgregor@postschell.com

Of Counsel:

Post & Schell, P.C.

Christopher T. Wright (ID # 203412)
Devin T. Ryan (ID # 316602)
Post & Schell, P.C.
17 North Second Street, 12th Floor
Harrisburg, PA 17101-1601
Phone: 717-731-1970
Fax: 717-731-1985
E-mail: cwright@postschell.com
dryan@postschell.com

Date: March 24, 2015

Attorneys for PPL Electric Utilities Corporation

APPENDIX A

**Interrogatories, Requests for
Production of Documents, and Requests for Admission
Propounded by PPL Electric Utilities Corporation
on Jay Larry Moyer – Set I on Remand**

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Jay Larry Moyer	:	
	:	Docket Nos. C-2011-2273645
v.	:	C-2014-2444864
	:	
PPL Electric Utilities Corporation	:	

**INTERROGATORIES, REQUESTS FOR
PRODUCTION OF DOCUMENTS, AND REQUESTS FOR ADMISSION
PROPOUNDED BY PPL ELECTRIC UTILITIES CORPORATION
ON JAY LARRY MOYER – SET I ON REMAND**

Pursuant to 66 Pa.C.S. § 333 and 52 Pa. Code §§ 5.341 *et seq.*, PPL Electric Utilities Corporation (“PPL Electric”) propounds the following Interrogatories, Requests for Production of Documents, and Requests for Admission (hereinafter, “discovery requests”) on Jay Larry Moyer (“Complainant”) – Set I on Remand.

INSTRUCTIONS AND DEFINITIONS

1. The “Responding Party,” “you,” or “your” means the party to which these discovery requests are propounded and/or all attorneys, agents, affiliates, subsidiaries, employees, consultants, members, constituents, and representatives acting on behalf of the Responding Party.
2. “Commission” means the Pennsylvania Public Utility Commission.
3. To “identify” a natural person means to state that person’s full name, title or position, employer, last known address, and last known telephone number.
4. To “identify” a business entity means to state the full name of such business, the form of the business, and its location or address.

5. To “identify” a “document” means to provide all of the following information irrespective of whether the document is deemed privileged or subject to any claim of privilege:

- a. The title or other means of identification of each such document;
- b. The date of each such document;
- c. The author, preparer or signer of each such document; and
- d. A description of the subject matter of such document sufficient to permit an understanding of its contents and importance to the testimony or position being examined and the present or last known location of the document. The specific nature of the document should also be stated (*e.g.*, letter, business record, memorandum, computer print-out, etc.).

In lieu of “identifying” any document, it shall be deemed a sufficient compliance with these discovery requests to attach a copy of each such document to the answers hereto and reference said document in the particular interrogatory to which the document is responsive.

6. “Document” means the original and all drafts of all written and graphic matter, however produced or reproduced, of any kind or description, whether or not sent or received, and all copies thereof which are different in any way from the original (whether by interlineation, date-stamp, notarization, indication of copies sent or received, or otherwise), including without limitation, any paper, book, account, photograph, blueprint, drawing, sketch, schematic, agreement, contract, memorandum, press release, circular, advertising material, correspondence, letter, telegram, telex, object, report, opinion, investigation, record, transcript, hearing, meeting, study, notation, working paper, summary, intra-office communication, diary, chart, minutes, index sheet, computer software, computer-generated records or files, however stored, check, check stub, delivery ticket, bill of lading, invoice, record or recording or summary of any telephone or other conversation, or of any interview or of any conference, or any other written, recorded, transcribed, punched, taped, filmed, or graphic matter of which the

Responding Party has or has had possession, custody or control, or of which the Responding Party has knowledge.

7. “Communication” means any manner or form of information or message transmission, however produced or reproduced, whether as a document as herein defined, or orally or otherwise, which is made, distributed, or circulated between or among persons, or data storage or processing units.

8. “Date” means the exact day, month, and year, if ascertainable, or if not, the best approximation thereof.

9. Items referred to in the singular include those in the plural, and items referred to in the plural include those in the singular.

10. Items referred to in the masculine include those in the feminine, and items referred to in the feminine include those in the masculine.

11. The answers provided to these discovery requests should first restate the question asked and identify the person(s) supplying the information.

12. In answering these discovery requests, the Responding Party is requested to furnish all information that is available to the Responding Party, including information in the possession of the Responding Party’s attorneys, agents, consultants, or investigators, and not merely such information of the Responding Party’s own knowledge. If any of the discovery requests cannot be answered in full after exercising due diligence to secure the requested information, please so state and answer to the extent possible, specifying the Responding Party’s inability to answer the remainder, and stating whatever information the Responding Party has concerning the unanswered portions. If the Responding Party’s answer is qualified in any particular, please set forth the details of such qualification.

13. If the Responding Party objects to providing any document requested on any ground, identify such document by describing it as set forth in Instruction 5 and state the basis of the objection.

14. If the Responding Party objects to part of a discovery request and refuses to answer that part, state the Responding Party's objection and answer the remaining portion of that discovery request. If the Responding Party objects to the scope or time period of a discovery request and refuses to answer for that scope or time period, state the Responding Party's objection and answer the discovery request for the scope or time period that the Responding Party believes is appropriate.

15. If, in connection with a discovery request, the Responding Party contends that any information, otherwise subject to discovery, is covered by either the attorney-client privilege, the so-called "attorneys' work product doctrine," or any other privilege or doctrine, then specify the general subject matter of the information and the basis to support each such objection.

16. If any information is withheld on grounds of privilege or other protection from disclosure, provide the following information: (a) every person to whom such information has been communicated and from whom such information was learned; (b) the nature and subject matter of the information; and (c) the basis on which the privilege or other protection from disclosure is claimed.

17. As set forth in 52 Pa. Code § 5.342(g), these discovery requests are continuing and the Responding Party is obliged to change, supplement, and correct all answers given to conform to new or changing information.

18. “Moyer Direct” means the Direct Testimony and Exhibits of the Jay Larry Moyer served at Docket Nos. C-2011-2273645 and C-2014-2444864.

**INTERROGATORIES, REQUESTS FOR
PRODUCTION OF DOCUMENTS, AND REQUESTS FOR ADMISSION
PROPOUNDED BY PPL ELECTRIC UTILITIES CORPORATION
ON JAY LARRY MOYER – SET I ON REMAND**

PPL to Moyer-I-1

Reference Moyer Direct, p. 44, lines 19-21: “The Complainant also installed his own independent side meter which has continued to record kilowatt hours of generation since the facility began operating in 2009.”

Please state whether you have any records of the kilowatt hours of generation since 2009 as measured by this “independent side meter.” If so, please provide any and all such records.

PPL to Moyer-I-2

Reference Moyer Direct, p. 4, lines 3-9: “The purpose of my testimony is . . . to seek available remedy and redress that are proportionate and appropriate.”

- (a) What is the specific “proportionate and appropriate” remedy that you are seeking?
- (b) If the remedy described in answer to subpart (a) differs from the \$750.29 you claimed on the record at the hearing held on August 15, 2012, at Docket No. C-2011-2273645, please explain why and provide details of any calculations to derive that new amount or remedy.

PPL to Moyer-I-3

Reference Moyer Direct, p. 8, lines 20-23: “I have incurred a loss of income; a disruption of my retirement; unmitigated personal distress’ incalculable expenditure of time and effort; and considerable financial expense, all in the honest pursuit of a fair and just resolution.” Please provide all materials, invoices, bills, payments, e-mails, correspondence, and any other documents in your possession that support this statement.

PPL to Moyer-I-4

Reference Moyer Direct, p. 9, lines 1-2: “[T]he current litigation could end promptly with a satisfactory remedy from PPL Electric.” Please explain in detail what is the “satisfactory remedy from PPL Electric” that would satisfy your complaint and enable the litigation to end. If it differs from the remedy sought in response to subpart (a) of Moyer-I-2, please explain why.

PPL to Moyer-I-5

Reference Moyer Direct, p. 42, lines 17-20: “The ‘Charges’ associated with the Complainant’s PV solar facility are unjustified. PPL Electric’s imposition of two separate monthly ‘Charges’ is punitive and discriminatory. These ‘Charges’ are not imposed on other net metering customers who elect physical aggregation.”

- (a) Please identify the “charges” described in this statement.
- (b) Please admit or deny whether you are aware that these same charges referenced in your testimony are imposed on single, non-net metering residential accounts.
- (c) Please admit or deny whether you are aware that these same charges referenced in your testimony are imposed on single, non-net metering commercial accounts.
- (d) Please admit or deny whether you are aware that these same charges referenced in your testimony are imposed on the single accounts of physical net meter aggregation customer-generators.

PPL to Moyer-I-6

Reference Moyer Direct, p. 43, lines 1-2: “The ‘other customers’ mentioned are simply not subject to a mandatory second account or to a mandatory second account or to a regimen of extra ‘Charges’ for such a second account.” Please explain the basis of your understanding that a non-net metering customer’s second account would not be subject to these charges and provide all documents upon which you relied in reaching that conclusion.

PPL to Moyer-I-7

Reference Moyer Direct, p. 14, lines 17-21: “‘Readings’ are the specific numbers shown on a meter (or meters) from time to time, which indicate a) the amount of electricity (in kilowatt hours) that has been used; b) the amount that has been generated; or c) a combination of the two. ‘Billing’ is the process of showing, on the customer’s bill, the various components (number of kilowatt hours; price per kWh; etc.) that have been used to calculate a current net charge (or credit).”

- (a) Please provide all materials, e-mails, correspondence, and any other documents relied upon for these statements.
- (b) If no such documents exist, please explain the basis for these definitions of “readings” and “billing,” including copies of any documents relied upon for these statements.

PPL to Moyer I-8

Reference Moyer Direct, p. 14, lines 8-10: “PPL Electric asks us to accept their ‘calculation sheets’, which often contradict those monthly bills. PPL tells me, the Complainant, one story in the monthly bills, and tells others (i.e. the Commission) a different story in its ‘calculation sheets’.” Apart from the monthly data for June 2010 to December 2010, please state whether you have identified any differences between the monthly bills and the calculation sheets you reference. If so, please identify and explain each and every difference in detail.

PPL to Moyer-I-9

Reference Moyer Direct, p. 33, lines 21-22: “From May to December, 2013, PPL Electric imposed late charges on the house account, even as litigation over billing issues continued.”

- (a) Please admit or deny whether you paid in full the entire amount shown on the electric bills from PPL Electric for your residence from May 2013 to December 2013. To the extent your response is anything other than an unqualified denial, please explain in detail.
- (b) Please admit or deny whether you have failed to timely remit payment for any of the electric bills from PPL Electric for your residence from May 2013 to December 2013. To the extent your response is anything other than an unqualified denial, please explain in detail.

PPL to Moyer-I-10

Please admit or deny whether you are an attorney licensed to practice law in the Commonwealth of Pennsylvania.

PPL to Moyer-I-11

Please explain whether any persons or organizations provided any assistance, aid, oversight, or review of the preparation of your written direct testimony. If so, please identify each person in accordance with Instruction 3 and state whether each person is an attorney licensed to practice law in the Commonwealth of Pennsylvania.

PPL to Moyer-I-12

Please identify (in accordance with Instruction 3) each person you expect to call as a witness at a hearing in this proceeding and provide a detailed description of the subject matter of each person’s testimony and any exhibits that you expect the identified witness to sponsor.

APPENDIX B

Objections to Interrogatories, Requests for Production of Documents, and Requests for Admission Propounded by PPL Electric Utilities Corporation on Jay Larry Moyer – Set I on Remand

MAR 16 2015

Jay Larry Moyer
370 W. Johnson Street (C-1)
Philadelphia, PA 19144
267-693-2633
gtown73@hotmail.com

March 13, 2015

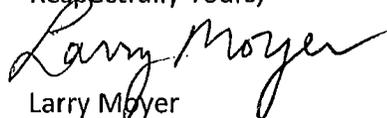
Mr. Devin T. Ryan
Post & Schell, P.C.
17 North Second Street
12th Floor
Harrisburg, PA 17101-1601

RE: Docket # C-2011-2273645; Docket No. C-2014-2444864

Dear Mr. Wright:

Please find enclosed the Complainant's Objections to interrogatories, requests for production of documents, and requests for admission, SET I on Remand, in the above consolidated cases.

Respectfully Yours,


Larry Moyer

Encl:

Objections to Interrogatories

Certificate of Service

COMPLAINANT'S OBJECTIONS

TO

**INTERROGATORIES, REQUESTS FOR
PRODUCTION OF DOCUMENTS, AND REQUESTS FOR ADMISSION
PROPOUNDED BY PPL ELECTRIC UTILITIES CORPORATION
ON JAY LARRY MOYER - SET I ON REMAND**

RE: Docket No. C-2011-2273645 and Docket No. C-2014-2444864

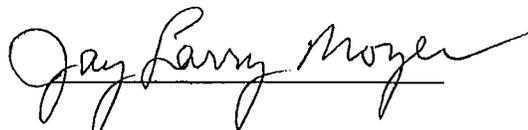
I hereby certify that I have this day served a true copy of the foregoing Written Testimony upon the parties, listed below, in accordance with the requirements of § 1.54 (relating to service by a party).

Via USPS First Class Mail

Administrative Law Judge Cynthia W. Fordham
Suite 4063
801 Market Street
Philadelphia, PA 19107
(Served via USPS First Class Mail)

Christopher T. Wright, Esquire
Post & Schell PC
17 North Second Street, 12th floor
Harrisburg, PA 17101-1601
(Served via USPS First Class Mail)

March 13, 2015



Jay Larry Moyer, Complainant
370 W. Johnson Street
Philadelphia, PA 19144
267-693-2633

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Jay Larry Moyer
v.
PPL Electric Utilities Corporation

Docket Nos. C-2011-2273645
 C-2014-2444864

FILING OF OBJECTIONS

TO

**INTERROGATORIES, REQUESTS FOR
PRODUCTION OF DOCUMENTS, AND REQUESTS FOR ADMISSION
PROPOUNDED BY PPL ELECTRIC UTILITIES CORPORATION
ON JAY LARRY MOYER - SET I ON REMAND**

The Complainant hereby raises objection to the following interrogatories.

PPL to Moyer-I-1

Reference Moyer Direct, p. 44, lines 19-21: "The Complainant also installed his own independent side meter which has continued to record kilowatt hours of generation since the facility began operating in 2009."

Please state whether you have any records of the kilowatt hours of generation since 2009 as measured by this "independent side meter." If so, please provide any and all such records.

Grounds for Objection: I object to this request because the scheduled Hearing involves PPL Electric's billing process, and related data, and the various elements in their billing process. Should the Commission, however, determine that the Complainant's meter readings might be useful in seeking a remedy or negotiated settlement, I would be amenable to such a request from the Commission.

PPL to Moyer-I-2

Reference Moyer Direct, p. 4, lines 3-9: "The purpose of my testimony is ... to

seek available remedy and redress that are proportionate and appropriate."

(a) What is the specific "proportionate and appropriate" remedy that you are seeking?

(b) If the remedy described in answer to subpart (a) differs from the \$750.29 you claimed on the record at the hearing held on August 15, 2012, at Docket No. C-2011-2273645, please explain why and provide details of any calculations to derive that new amount or remedy.

Grounds for objection: I object to this request because it is premature and much too narrowly conceived. First, the request suggests that the remedy and redress are limited to financial considerations. It is my contention that a suitable remedy must include corrections to the flawed billing process, as well as other non-monetary considerations. In addition, the Commission has at its disposal many other avenues of redress that they may choose to consider in this or any other case. Finally, the Complainant will show, in his oral testimony, specific billing errors that continued well beyond the hearing date cited. In fact, since that date, the Complainant has repeatedly stated that the vagaries of PPL's billing process preclude any possibility of deriving an accurate and reliable compensation figure. See I-3, below, for a related response.

PPL to Moyer-I-3

Reference Moyer Direct, p. 8, lines 20-23: "I have incurred a loss of income; a disruption of my retirement; unmitigated personal distress' incalculable expenditure of time and effort; and considerable financial expense, all in the honest pursuit of a fair and just resolution." Please provide all materials, invoices, bills, payments, e-mails, correspondence, and any other documents in your possession that support this statement.

Grounds for objection: I object to this request because it is not pertinent at this point in the proceedings. The material being requested might be suitable in the course of settlement discussions, or as part of any Commission remedy. In the meantime, I should be afforded the opportunity to present the full array of evidence, as the Commission granted. Once the Hearing is completed, there will be ample opportunity for me to present, as appropriate, "all materials, invoices, bills, payments, emails, correspondence, and any other documents" that support my claim of adverse impact.

PPL to Moyer-I-4

Reference Moyer Direct, p. 9, lines 1-2: "[T]he current litigation could end promptly with a satisfactory remedy from PPL Electric." Please explain in detail what is the "satisfactory remedy from PPL Electric" that would satisfy your complaint and enable the litigation to end. If it differs from the remedy sought in response to subpart (a) of Moyer-I-2, please explain why.

Answer: While not objecting, I would emphasize that PPL's billing process precludes any possibility of deriving an accurate and reliable compensation figure and must be substantially re-designed.

I would add further that any remedy must consider an assortment of factors. These factors would include, but would not be limited to 1) major flaws in the current billing process; 2) the Company's negligence in developing coherent billing procedures; 3) The Company's disregard for the unambiguous language of the Utility Code; 4) the disincentive and deterrent effect of PPL Policies on full implementation of virtual meter aggregation; and 5) the adverse impact on me personally and financially of PPL billing practices. The request suggests that I have, or should have, a definitive proposition and that it should be disclosed in advance of the Formal Hearing. In my submittal of May 31, 2014, I called for a joint meeting to produce a satisfactory remedy, and that opportunity has now passed. The scheduled Evidentiary Hearing should now take precedence. At an appropriate time, I will present further suggestions for a suitable remedy.

PPL to Moyer-I-5

Reference Moyer Direct, p. 42, lines 17-20: "The 'Charges' associated with the Complainant's PV solar facility are unjustified. PPL Electric's imposition of two separate monthly 'Charges' is punitive and discriminatory. These 'Charges' are not imposed on other net metering customers who elect physical aggregation."

- (a) Please identify the "charges" described in this statement.
- (b) Please admit or deny whether you are aware that these same charges referenced in your testimony are imposed on single, non-net metering residential accounts.
- (c) Please admit or deny whether you are aware that these same charges referenced in your testimony are imposed on single, non-net metering commercial accounts.
- (d) Please admit or deny whether you are aware that these same charges referenced in your testimony are imposed on the single accounts of physical net meter aggregation customer-generators.

Note to (a): The Charges in question are listed in my solar bills as "Total PPL Electric Utilities Charges". This line item first appeared on the solar bill for March 11, 2009, and on every solar bill since then. From time to time, the list of chargeable items has varied.

Grounds for objection: I object to this request because it misrepresents my argument and the requested information is irrelevant to the proceedings. My comments are specific to virtual metering, and the request ignores the several points I raise: 1) That virtual metering and physical metering must be afforded equal access to net metering; 2) that the "second regimen" of charges undermines that equal access; 3) that this "mandatory" second account was imposed without any prior notice. This "mandatory" second account, which was never part of any contract or agreement, is imposed only on virtual metering customers.

Furthermore, the effort to draw other customers into a comparison is disingenuous. It is only "physical net metering" customers that I cite. The point which I raised in Written Testimony is not whether multiple accounts are properly or improperly imposed on other customers, residential or commercial. My contention, based on the clear language of the Utility Code, is that

virtual metering is afforded the same status as physical metering, and should not suffer the disadvantage of being charged twice.

As for what I know about physical metering charges, it is true that I know various PPL customers with physical metering, and I know what they say to me. Those conversations form the basis of my statement, which I believe to be fully accurate. Those who are residential customers, of course, usually have a single account for net metering. Some, for business or other reasons, may request a second account, but no evidence that any customers have been assigned a mandatory second account as a consequence of electing physical meter aggregation. That is the disadvantage imposed on solely on virtual metering. PPL's relationship with specific physical metering customers is, of course, beyond the scope of this Case.

PPL to Moyer-I-6

Reference Moyer Direct, p. 43, lines 1-2: "The 'other customers' mentioned are simply not subject to a mandatory second account or to a mandatory second account or to a regimen of extra 'Charges' for such a second account." Please explain the basis of your understanding that a non-net metering customer's second account would not be subject to these charges and provide all documents upon which you relied in reaching that conclusion.

Answer: While not objecting, I do protest vigorously to the misreading of my statement which this request advances. PPL distorts my statement, which refers explicitly to a "mandatory" second account and a regimen of extra "charges" for such a second account. My comments do not make any sweeping claim about all non-net metering customers; they make no claims about who does or doesn't have a "second account"; they do not discuss which customers may have asked to open a second account. My claim is simply that a second, involuntary (i.e. "mandatory") account was imposed on me arbitrarily, without prior notice, and without my consent.

Note: Although it is of slight consequence, I simply note a repetition, in the Company's rendering, of the phrase "to a mandatory second account" which does not appear in Moyer Direct.

PPL to Moyer-I-7

Reference Moyer Direct, p. 14, lines 17-21: "'Readings' are the specific numbers shown on a meter (or meters) from time to time, which indicate a) the amount of electricity (in kilowatt hours) that has been used; b) the amount that has been generated; or c) a combination of the two. 'Billing' is the process of showing, on the customer's bill, the various components (number of kilowatt hours; price per kWh; etc.) that have been used to calculate a current net charge (or credit)."

(a) Please provide all materials, e-mails, correspondence, and any other documents relied upon for these statements.

(b) If no such documents exist, please explain the basis for these definitions of

"readings" and "billing,"

Answer: While not objecting, I would observe that there is nothing arcane in the words "readings" and "billing". They are widely used and well understood by electric customers. My description of them relied on the common and common-sense understanding of the words. I have not solicited any "expert" definition or opinion, and have not consulted any independent definitions beyond those in 52 Pa. Code 56, which defines "billing month"; "billing period"; and "cycle billing", the last of which defines it as the "normal rendition of bills".

The statements in lines 17-21 are consistent with the definitions in the Code. "Readings" has the same meaning as "meter readings", a phrase which appears on my house bill without any authorized definition.

"Billing", as every customer understands, is a process of periodically delivering to a customer some written tally of services, credits and charges, among other details. In making this request, the Company seems to imagine ambiguity where none exists. The meaning of the terms is undisputed.

PPL to Moyer 1-8

Reference Moyer Direct, p. 14, lines 8-10: "PPL Electric asks us to accept their 'calculation sheets', which often contradict those monthly bills. PPL tells me, the Complainant, one story in the monthly bills, and tells others (i.e. the Commission) a different story in its 'calculation sheets'." Apart from the monthly data for June 2010 to December 2010, please state whether you have identified any differences between the monthly bills and the calculation sheets you reference. If so, please identify and explain each and every difference in detail.

Grounds for Objection: I object to the request because it is the Complainant's prerogative to choose which "contradictions" or other details he will cite in Written Testimony, in oral testimony, or in cross-examination. I have presented numerous contradictions, and will present more. The request for "each and every difference", however, is unreasonably broad, sweeping, burdensome, and unattainable. The request to "identify and explain each and every difference in detail" is onerous and unreasonable.

PPL to Moyer-I-9

Reference Moyer Direct, p. 33, lines 21-22: "From May to December, 2013, PPL Electric imposed late charges on the house account, even as litigation over billing issues continued."

(a) Please admit or deny whether you paid in full the entire amount shown on the electric bills from PPL Electric for your residence from May 2013 to December 2013. To the extent your response is anything other than an unqualified denial, please explain in detail.

(b) Please admit or deny whether you have failed to timely remit payment for any of the electric bills from PPL Electric for your residence from May 2013 to December 2013. To the extent your response is anything other than an unqualified denial, please explain in detail.

Answer: Admitted. By way of further explanation, I must emphasize that the bills from May, 2013 to December, 2013, are very much in dispute. The bill for July, 2013, for example, does not include any applied credit, although there was substantial generation in that month, as shown by PPL' Compilation, which was ordered by the Commission in January, 2014. Furthermore, before suspending payments, I was careful to follow the PUC guidelines. In 2011, I received from the Public Utility Commission a letter stipulating that a Complainant is not required to pay disputed charges while proceedings continue on a Complaint. Although I did, in good faith, continue to make payments for two more years, I eventually concluded that I should invoke the Commission's provision. Therefore, in correspondence to the Commission June, 2013 (or thereabout), I enclosed a copy of the Commission's letter and informed the Commission of my decision to suspend further payments until the case has been resolved. The Company should not be permitted to impose late charges while these proceedings continue.

PPL to Moyer-I-10

Please admit or deny whether you are an attorney licensed to practice law in the Commonwealth of Pennsylvania.

Answer: I am not an attorney licensed to practice law in the Commonwealth of Pennsylvania. The Pa. Utility Code is unequivocal, however, saying "Individuals may represent themselves" – 52 Pa. Code § 1.21. Pursuant to that provision, I continue to represent myself. In the Written Testimony, I presented myself as a teacher who retired from the School District of Philadelphia, which I am. If the Court should ask me to elaborate on my credentials, I would certainly oblige. However, the question of my having or not having a license to practice law is not material to these proceedings.

PPL to Moyer-I-11

Please explain whether any persons or organizations provided any assistance, aid, oversight, or review of the preparation of your written direct testimony. If so, please identify each person in accordance with Instruction 3 and state whether each person is an attorney licensed to practice law in the Commonwealth of Pennsylvania.

Grounds for Objection: I object to this request on the basis that it is not relevant nor is it reasonably calculated to lead to the discovery of admissible evidence. The written testimony which I submitted is entirely mine, and I am solely responsible for its preparation and contents.