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May 11, 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: Dauphin County Industrial Development Authority v. PPL Electric Utilities Corporation
Docket No. C-2014-2450483

Dear Secretary Chiavetta:

Enclosed please find the Reply of PPL Electric Utilities Corporation to the Exceptions of Dauphin County Industrial Development Authority to the Initial Decision Issued April 10, 2015 in the above-referenced proceeding. Copies will be provided as indicated on the Certificate of Service.

Respectfully submitted,

Michael W. Hassell

MWH/skr
Enclosure

cc: Honorable David A. Salapa
Certificate of Service
Office of Special Assistants (*via e-mail at ra-OSA@pa.gov*)

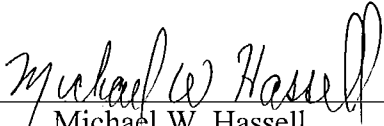
**CERTIFICATE OF SERVICE
(Docket No. C-2014-2450483)**

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

VIA E-MAIL & FIRST CLASS MAIL

Mark S. Stewart
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Date: May 11, 2015



Michael W. Hassell

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Dauphin County Industrial Development Authority :
: v. : Docket No. C-2014-2450483
: PPL Electric Utilities Corporation :
:

**REPLY OF PPL ELECTRIC UTILITIES CORPORATION
TO THE EXCEPTIONS OF DAUPHIN COUNTY
INDUSTRIAL DEVELOPMENT AUTHORITY
TO THE INITIAL DECISION ISSUED APRIL 10, 2015**

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Attorneys for PPL Electric Utilities Corporation

I. INTRODUCTION

On April 30, 2015, Dauphin County Industrial Development Authority (“DCIDA”) filed Exceptions to the Initial Decision (“ID”) of Administrative Law Judge David A. Salapa (the “ALJ”), issued April 10, 2015 at Docket No. C-2014-2450483. The well-reasoned ID granted the Cross Motion for Judgment on the Pleadings of PPL Electric Utilities Corporation (“PPL Electric” or the “Company”) and dismissed DCIDA’s Complaint.

The issue in this Complaint concerns the compensation to be paid to DCIDA for excess generation as a customer-generator with a Time of Use (“TOU”) rate option, for the period from June 1, 2013 through May 31, 2014.¹ The ID correctly concluded that PPL Electric complied with the terms of its Commission-approved tariff when it computed compensation due to DCIDA for excess generation under a TOU rate option for the annual period ended June 30, 2014.

PPL Electric notes that DCIDA already received a windfall in the compensation provided it under the TOU Option. This is because TOU rates, and the resulting compensation rates for excess generation during the period from June 1, 2013 through May 31, 2014, were frozen since September 1, 2011, pursuant to Commission Order entered August 25, 2011 at Docket No. R-2011-2264771, and subsequent orders entered August 30, 2012 at Docket No. R-2011-2269771 and entered May 23, 2013 at Docket No. P-2012-2302074. These TOU rates were well above market prices. Now, DCIDA asks the Commission to ignore the clear terms of PPL Electric’s

¹ DCIDA began to be served as a customer-generator with a TOU option effective July 1, 2013. (Verification to PPL Electric Cross Motion for Judgment on the Pleadings, ¶ 7). For the month of June 2013, DCIDA was served as a net metering customer without a TOU option, and excess generation for that month was compensated at the Price to Compare rate for Small Commercial and Industrial customers in effect for the month of June 2013. (Cross Motion for Judgment on the Pleadings, p. 2, n.1.)

tariff, in order for DCIDA to receive an even greater windfall that would be borne by other Small Commercial and Industrial customers.² The ALJ properly rejected this proposal.

The ID properly granted PPL Electric's Cross Motion for Judgment on the Pleadings and dismissed DCIDA's Complaint. The ID should be affirmed.

II. ARGUMENT

A. **RESPONSE TO DCIDA EXCEPTION NO. 1: THE ID CORRECTLY DETERMINED THAT PPL ELECTRIC COMPENSATED DCIDA IN ACCORDANCE WITH THE COMPANY'S COMMISSION-APPROVED TARIFF.**

DCIDA's first Exception contends that the ALJ erred in concluding that PPL Electric compensated DCIDA for excess generation in accordance with its Commission-approved tariff. DCIDA's Exception should be denied.

On March 30, 2012, PPL Electric filed Supplement No. 118 to its Tariff Electric Pa. P.U.C. No. 2011 ("Supplement No. 118"), which proposed a general increase in base rates. Among the tariff provisions contained in Supplement No. 118, the Company proposed revised terms to its net metering tariff.

Specifically, the following addition was proposed concerning compensation for customer-generators with a TOU rate option:

For eligible customer-generators with a TOU rate provision, a weighted average of the on-peak and off-peak hours will be used to derive the Company's Price to Compare for that Rate Schedule.

Supplement No. 118 was docketed to R-2012-2290597 and was suspended by operation of law to December 31, 2012. No party to the proceeding opposed the foregoing addition. Following a fully-litigated proceeding, the Commission issued an Order entered December 28,

² The cost of excess generation purchased from net metering TOU customers is charged to the applicable customer group for Generation Supply Charge ("GSC") purposes. (Answer of PPL Electric to DCIDA Motion for Judgment on the Pleadings, p. 14.) DCIDA is a General Service 1 ("GS-1") customer. (DCIDA Complaint, ¶ 6.)

2012, ruling on all issues in the case. In that Order, the foregoing tariff provisions were approved by the Commission. *Pa. P.U.C. v. PPL Electric Utilities Corporation*, Docket No. R-2012-2290597, Order entered December 28, 2012, Order at pp. 135-137.

PPL Electric paid DCIDA compensation for excess generation on an annual basis in accordance with the foregoing provision. Throughout the annual period ended May 31, 2014, PPL Electric's PTC for on-peak consumption for eligible Rate GS-1 customers under the TOU option was \$0.15389 per kWh, and its PTC for off-peak consumption for eligible Rate GS-1 customers under the TOU option was \$0.11588 per kWh, exclusive of the Transmission Service Charge ("TSC") and the State Tax Adjustment Surcharge ("STAS"). These rates had been fixed since September 1, 2011, pursuant to Commission Order entered August 25, 2011 at Docket No. M-2011-2258733.³ For the period June 1, 2013 through May 31, 2014, PPL Electric calculated the weighted average TOU PTC for customers served under Rate GS-1 based upon the on-peak and off-peak hours for that annual period. The total on-peak hours were 3,024, and the total off-peak hours were 5,736. This equates to an on-peak hourly weighting of 35% and an off-peak hourly weighting of 65%. These weightings were applied to the on-peak TOU rate of \$0.15389 per kWh and to the off-peak TOU rate of \$0.11588 per kWh, resulting in a weighted average GSC of \$0.12918 per kWh. The TSC of \$0.00817 per kWh and the STAS of \$0.00001 per kWh were added to the GSC rate to derive the weighted average PTC of \$0.13736 per kWh. PPL Electric paid DCIDA for excess generation subject to the TOU option at the price of \$0.13736/kWh during the period June 1, 2013 – May 31, 2014. (Verification to PPL Electric Answer to Motion for Judgment on the Pleadings, ¶ 6.) PPL Electric paid DCIDA for 1,792,000 kWh of excess generation at this TOU option PTC for the period July 1, 2013 – May 31, 2014

³ The TOU rate freeze was subsequently extended by Orders entered August 11, 2012 and May 23, 2013. (PPL Electric Cross Motion for Judgment on the Pleadings, ¶ 17.)

(Verification to PPL Electric Cross Motion for Judgment on the Pleadings, ¶ 5), resulting in a total amount paid of approximately \$246,000 (DCIDA Complaint, ¶ 18).

DCIDA first argues that the above-described calculation is improper because “PPL Electric abandoned its original intention and prior interpretation” of the above-quoted tariff provision, which DCIDA claims PPL Electric expressed in its Main Brief filed in the 2012 base rate proceeding. The ALJ correctly rejected this contention, finding it to be contrary to the rules of tariff interpretation.

As the ALJ recognized, PPL Electric is required by law to follow its Commission-approved tariff.

As a tariff, PPL’s net metering provision is part of a set of operating rules imposed by the Commission that each public utility must follow in order to provide service to its customers. *PPL Electric Utilities Corp. v. Pa. Pub. Util. Comm’n*, 912 A.2d 386 (Pa. Cmwlth. 2006). Each public utility must file a copy of its tariff with the Commission setting forth its rates, services, rules, regulations and practices so that the public may inspect its contents. 66 Pa. C.S. §1302; 52 Pa. Code §53.25; *Philadelphia Suburban Water Co. v. Pa. Pub. Util. Comm’n*, 808 A.2d 1044 (Pa. Cmwlth. 2002). Public utility tariffs must be applied consistent with their language. Public utility tariffs have the force and effect of law and are binding on the public utility and its customers. *Pennsylvania Electric Co. v. Pa. Pub. Util. Comm’n*, 663 A.2d 281 (Pa. Cmwlth. 1995). The Commission has no authority to allow a public utility to deviate from its tariff even where the commission concludes it is in the public interest. *Philadelphia Suburban Water Co. v. Pa. Pub. Util. Comm’n*, 808 A.2d 1044 (Pa. Cmwlth. 2002).

Thus, under law, the only rates PPL Electric may charge are those set forth in its tariff. See 66 Pa. C.S. §1303.

Although DCIDA claims that PPL Electric changed its “interpretation” of the foregoing tariff provisions, a claim that PPL Electric has denied,⁴ such claim is not relevant to the disposition of this Complaint. The canons of statutory construction provide appropriate guidance

⁴ *Infra.*, p. 10.

for interpreting public utility tariffs. *PPL Electric Utilities Corp. v. Pa. P.U.C.*, 912 A.2d 386 (Pa. Cmwlth. 2006). In that case, PPL Electric argued that the Commission should consider additional evidence to understand the meaning and intent of certain tariff provisions. The Commission rejected this contention, and the Court affirmed. The Court observed that the rules of interpretation instruct, “a tariff, like a statute, must be construed so as to give effect to all of its terms....” *Id.* at 403. Unambiguous tariff language commands its plain meaning, and extrinsic material is not to be considered to determine the meaning of the tariff. *PPL Electric Utilities Corp.*, 912 A.2d at 400-01.

Consistent with these rules of tariff interpretation, the ALJ correctly concluded that PPL Electric had complied with its tariff when it paid DCIDA compensation for excess generation under a TOU rate option. The tariff clearly provides that PPL Electric is to use a weighted average of on-peak and off-peak hours to derive a single TOU option PTC for each rate schedule.⁵ It is to be emphasized that the tariff clearly states that the PTC is to be determined on a rate schedule basis, and not on an individual customer basis. Thus, for example, all GS-1 rate schedule customers receiving net metering service with a TOU option are paid the same amount per kWh for excess generation over an annual period. PPL Electric paid the compensation amount established by its tariff, as it could pay no other amount.

DCIDA further argues that PPL Electric’s tariff conflicts with the Alternative Energy Portfolio Standards Act (“AEPS”), Commission regulations and other Commission orders. The ALJ properly rejected such argument.

⁵ As explained above, total on-peak hours for the relevant period were 3,024, and total off-peak hours were 5,736, resulting in an on-peak weighting of 35% and an off-peak weighting of 65%. These percentages were applied to the frozen TOU on-peak and off-peak rates to derive the GS-1 rate schedule weighted average PGC rate of \$0.13766/kWh.

As explained previously, PPL Electric's tariff rules regarding compensation to customer-generators with a TOU option were approved following a fully litigated base rate provision. As a result, it would be a violation of Section 1303 of the Public Utility Code and the Commission-made rate doctrine to direct PPL Electric to change its compensation to DCIDA for the period from July 1, 2013 (when DCIDA began to receive service pursuant to a TOU option) through May 31, 2014.

The Commission-made rate doctrine⁶ is an adjunct of Section 1303's directive that a utility must comply with the provisions of its tariff. Under the Commission-made rate doctrine, a utility cannot be required to retroactively disregard its Commission-approved tariffs.

The Commission-made rate doctrine was first described in the seminal case of *Cheltenham & Abington Sewerage Co. v. Pa. P.U.C.*, 344 Pa. 366, 25 A.2d 334 (Pa. 1942) ("*Cheltenham*"). In that case, the Pennsylvania Supreme Court refused to allow a retroactive change to a utility's tariff upon Complaint. The Court quoted approvingly from the United States Supreme Court's decision in *Arizona Grocery Co. v. Atchison, T&S.F. Ry*, 284 U.S. 370 (1932) and stated:

As respects its future conduct, the carrier is entitled to rely upon the declaration as to what will be a lawful, that is, a reasonable, rate; and, if the order merely sets limits, it is entitled to protection if it fixes a rate which falls within them. Where, as in this case, the Commission has made an order having a dual aspect, it may not in a subsequent proceeding, acting in its quasi-judicial capacity, ignore its own pronouncement promulgated in its quasi legislative capacity and retroactively repeal its own enactment as to the reasonableness of the rate it has prescribed. The same principle

⁶ In Pennsylvania, a rate is defined as the entire rates mechanism and all rules and regulations associated with it. The statutory definition of a rate, under the Public Utility Code, is:

Every individual, or joint fare, toll, charge, rental or other compensation whatsoever of any public utility ... made, demanded, or received for any service within this part, offered, rendered, or furnished by such public utility ... and any rules, regulations, practices, classifications or contracts affecting any such compensation, charge, fare, toll, or rental.

was followed in this state by the Superior Court: *Penna. R.R. Co. v. P.S.C.*, 125 Pa. Superior Ct., 558, 190 A. 367; *B. & O.R.R. v. P.U.C.*, 136 Pa. Superior Ct., 517, 7 A.2d 488.

The Pennsylvania Supreme Court further observed:

The commission in 1931 not only made an order intended to furnish a basis for a tariff but it joined the utility in prescribing such a tariff and allowed it to remain unchanged for about three and one-half years. The tariff became binding on utility and customer until circumstances required a reexamination of the subject and a conclusion was reached or the company filed a new tariff.

344 Pa. at 373 (emphasis added).

Similarly, in this case, the Commission entered an order directing adoption of new tariff provisions following a fully-litigated proceeding. That tariff, and its provisions concerning compensation for customer-generators with a TOU rate option, is binding on PPL Electric and its customers, including DCIDA, until prospectively revised.⁷

In addition to the prohibitions against retroactive changes to Commission-approved tariffs, DCIDA's contention that PPL Electric's tariff is contrary to law, regulation and/or precedent is without merit. DCIDA contends that PPL Electric's tariff is contrary to Section 1648.5 of the AEPS, which requires compensation at "full retail price." DCIDA further contends that PPL Electric's tariff conflicts with Section 75.13(d) of the Commission's regulations, which provides:

At the end of each year, the EDC shall compensate the customer generator for any excess kilowatt-hours generated by the customer-

⁷ PPL Electric notes that the question of a prospective change to this tariff provision is moot, because, PPL Electric now utilizes EGSs to offer a TOU rate option to all default service customers. See *Petition of PPL Electric Utilities Corporation for Approval of a New Pilot Time of Use Program*, Docket No. P-2013-2389572 (Order entered September 11, 2014), *appeal pending*.

generator over the amount of kilowatt hours delivered by the EDC during the same year at the EDC's price to compare.⁸

Nothing in PPL Electric's Commission-approved tariff concerning compensation to customers with a TOU option contradicts the terms of the statute or regulation. PPL Electric's tariff defines the compensation to be paid, by rate schedule, based upon applicable on-peak and off-peak TOU rates, weighted by the ratio of on-peak and off-peak hours. These rates are the applicable retail rates, as determined by PPL Electric's PTC.⁹

DCIDA also cites to a Commission decision in *Jensen v. PECO Energy Company*, Docket No. F-2011-2270675, Order entered December 20, 2012, *as modified* by Order on Reconsideration entered May 23, 2013, for the proposition that PPL Electric failed to correctly compute compensation for net metering customers with a TOU option. (DCIDA Exceptions, pp. 6-8). However, the Commission's decision in *Jensen* does not authorize a retroactive change to PPL Electric's Commission-approved tariff in violation of Section 1303 of the Public Utility Code or the Commission-made rate doctrine.

The *Jensen* decision did not concern PPL Electric's tariff; rather, it concerned an interpretation of PECO Energy Company's ("PECO") tariff. As such, it does not represent controlling precedent regarding PPL Electric's tariff. In addition, the issue in *Jensen* concerned the calculation of compensation for excess generation received over a period of time when PECO had in effect different quarterly rates for net metering service. In contrast, PPL Electric's rates for net metering customers with a TOU option have been fixed for the period June 1, 2013 through May 31, 2014. Furthermore, *Jensen* did not concern the calculation of compensation for

⁸ DCIDA also quotes a pending Commission rulemaking that would revise this regulation (DCIDA Exceptions, p. 8). However, DCIDA acknowledges that this proposed regulation is not applicable to this proceeding.

⁹ As explained at page 3 above, these rates were fixed during the entire period in question.

excess generation under a TOU option. Therefore, the decision does not operate to invalidate the terms of PPL Electric's Commission-approved tariff.¹⁰

The Commission is not authorized to allow a public utility to deviate from its tariff, even if the Commission concludes it is in the public interest. *Philadelphia Suburban Water Co. v. Pa. P.U.C.*, 808 A.2d 1044 (Pa. Cmwlth. Ct. 2002). Changes may only apply prospectively. The ALJ correctly rejected DCIDA's proposal to retroactively change the compensation to be paid DCIDA under PPL Electric's Commission-approved tariff.

B. RESPONSE TO DCIDA EXCEPTION NO. 2: THE ID CORRECTLY CONCLUDED THAT THERE HAS BEEN NO RELEVANT CHANGE IN FACTS SINCE PPL ELECTRIC'S TARIFF RULES FOR COMPENSATION FOR CUSTOMER GENERATORS WITH A TOU OPTION WERE ADOPTED.

The ID concludes that because PPL Electric's tariff was approved following a fully-litigated proceeding, the tariff is prima facie reasonable, and DCIDA had to offer proof of a drastic change in circumstance to render the tariff unreasonable. In its Exception No. 2, DCIDA contends that PPL Electric "departed from the original intention and interpretation of subject tariff language [sic]." (DCIDA Exceptions, p. 18). Based upon this claimed "departure," DCIDA contends that it has alleged changed facts and circumstances that render unreasonable the compensation rates in PPL Electric's tariff.

Initially, DCIDA asserts that it is not required to show changed circumstances, because the compensation calculation in PPL Electric's tariff conflicts with the *Jensen* decision and Commission regulations. (DCIDA Exceptions, p. 10). However, as explained above, PPL Electric's calculation of compensation for excess generation by a customer-generator with a TOU rate option is unambiguously in compliance with the terms of its Commission-approved

¹⁰ PPL Electric notes that there is no indication that PECO defended its net metering provisions on the basis of the Commission-made rate doctrine.

tariff. Thus, for reasons explained in response to Exception No. 1, *supra.*, DCIDA is not entitled to a retroactive change in the methodology used to calculate compensation, even if circumstances had changed.

DCIDA further asserts that changed circumstances have occurred, from an alleged change in interpretation of the relevant tariff provisions. In making this assertion, DCIDA cites to the following statement made in PPL Electric’s Initial Brief in the base rate proceeding at Docket No. R-2012-2290597:

Compensation for excess generation by TOU customer-generators more closely reflects their actual on-peak and off-peak usage and generation.

DCIDA asserts that this statement reflects an intent to apply the tariff in a manner that is different from PPL Electric’s actual application.

Such assertion is wrong, and was properly rejected by the ALJ. First, nothing in this summary description of an unopposed tariff provision reflects an intent that is different from the plain tariff language. A weighted average of on-peak and off-peak TOU rates does more closely reflect class on-peak and off-peak usage and generation. No commitment was made to calculate compensation on an individual customer basis, as argued by DCIDA. Thus, the ALJ correctly concluded there was no subsequent change in circumstances. Second, under rules of tariff interpretation, extraneous expressions of “intent” or “interpretation” cannot be used to override clear tariff provisions. *PPL Electric*, 912 A.2d at 402 (“[W]ithout regard to what the utility may have intended, the utility is required to apply the language in the existing tariff as approved by the Commission.”)¹¹

DCIDA’s second exception must be denied.

¹¹ It is to be emphasized that DCIDA has made no allegation that PPL Electric has applied the aforementioned tariff provisions to any other customer differently from the way they were applied to DCIDA.

C. RESPONSE TO DCIDA EXCEPTION NO. 3 – THE ID PROPERLY INTERPRETED PPL ELECTRIC’S TARIFF CONSISTENT WITH ITS UNAMBIGUOUS TERMS.

DCIDA’s third exception asserts that the ID failed to address the “central legal allegation” of DCIDA’s Complaint, which concerns the proper interpretation of PPL Electric’s tariff. (DCIDA Exceptions, p. 11). DCIDA offers no additional argument in this Exception, but simply cites to its Exception No. 1. (DCIDA Exceptions, p. 11).

DCIDA’s exception is without merit. The ALJ properly applied rules of tariff interpretation in focusing on the clear and unambiguous terms of PPL Electric’s tariff. Those terms direct PPL Electric to calculate the rate to pay for excess generation from a customer-generator with a TOU option using a weighted average of on-peak and off-peak hours to derive a PTC for each rate schedule. PPL Electric complied with this directive by multiplying the weighted average of on-peak (35%) and off-peak (65%) hours by the respective frozen on-peak and off-peak TOU rates for Rate GS-1 customers to derive the PTC for Rate GS-1 of \$0.13736/kWh. This rate was applied to DCIDA’s TOU usage for the period July 1, 2013 – June 30, 2014, to derive the compensation of \$246,000 paid to DCIDA.

As explained at pages 7 to 8 above, DCIDA’s continued reference to regulations and a decision in a case not involving PPL Electric fails to recognize the requirement that PPL Electric and its customers are bound by the terms of the Company’s Commission-approved tariff, which cannot be revised retrospectively.

The ALJ properly interpreted PPL Electric’s tariff in accordance with its plain meaning, and rejected DCIDA’s effort to create ambiguity and offer a different interpretation by referencing other material. *PPL Electric*, 912 A.2d 401-402. DCIDA’s third exception should be denied.

D. RESPONSE TO DCIDA'S EXCEPTION NO. 4 – DCIDA NEVER DISPUTED THAT PPL ELECTRIC'S PAYMENT OF COMPENSATION WAS BASED UPON A PTC OF \$0.13736 PER KWH MULTIPLIED BY DCIDA'S USAGE.

DCIDA's final exception claims there is no evidence "to support the conclusion that PPL's calculations for the subject time period are accurate." (DCIDA Exceptions, p. 12). Such exception is without merit.

Initially, it is to be emphasized that DCIDA's Complaint seeks higher, unspecified compensation for excess generation based upon a different methodology for calculating payment. (Complaint, ¶¶ 18, 19). The ID rejected this different methodology, and concluded that PPL Electric's calculation conformed to the plain terms of PPL Electric's tariff. (ID, p. 8). Thus, if DCIDA's exception regarding the accuracy of PPL Electric's calculation is an alternative presentation of DCIDA's contention that a different methodology to compute compensation must be used, that contention has been resolved by the ID.

If DCIDA now asserts that the mathematics of the calculation are unsupported by the record, such contention is both incorrect and outside the scope of DCIDA's original complaint. At no point in its Complaint did DCIDA assert that the 35%/65% weighting of on-peak and off-peak hours was mathematically in error,¹² and the mathematics of that calculation were supported by the Verification of Mr. James M. Rouland, Supervisor of Energy Procurement for PPL Electric. (Verification attached to PPL Electric's Answer to Motion for Judgment on the Pleadings of DCIDA, ¶ 4). DCIDA also never contended that PPL Electric incorrectly stated the on-peak or off-peak TOU rates of \$0.15389/kWh and \$0.11598/kWh used in its calculation. (See Verification of PPL Electric to Answer to Motion for Judgment on the Pleadings of

¹² DCIDA's Complaint acknowledged this weighting was used, and did not allege that the weighting incorrectly calculated annual on-peak or off-peak hours, or that the average PTC resulting from this weighting was not \$0.13736 per kWh. (DCIDA Complaint, ¶ 18).

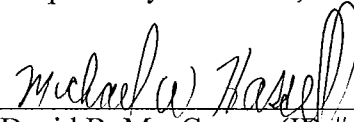
DCIDA, ¶¶ 3, 5). Finally, DCIDA never alleged in its Complaint that PPL Electric incorrectly determined DCIDA's total excess generation under a TOU option for the period ended June 30, 2014. Thus, nothing in DCIDA's Complaint reflects a challenge to the mathematical accuracy of PPL Electric's compensation to DCIDA.

DCIDA's fourth Exception should be denied.

III. CONCLUSION

WHEREFORE, for the reasons explained above, and presented in further detail in PPL Electric's Answer to DCIDA's Motion for Judgment on the Pleadings and PPL Electric's Cross Motion for Judgment on the Pleadings, DCIDA's Exceptions should be denied, the ID should be adopted and DCIDA's Complaint should be dismissed.

Respectfully submitted,



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Date: May 11, 2015

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