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Devin Ryan

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File #: 140074

April 4, 2018

**VIA HAND DELIVERY**

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: A. Edward Schwartz c/o Raintree Farm Solar v. PPL Electric Utilities Corporation**  
**Docket No. C-2018-3000475**

Dear Secretary Chiavetta:

Enclosed please find the Preliminary Objections of PPL Electric Utilities Corporation ("PPL Electric") to the Complaint of A. Edward Schwartz c/o Raintree Farm Solar, for filing in the above-referenced proceeding. Copies will be provided as indicated on the Certificate of Service.

Please note that Appendix B is **CONFIDENTIAL** and, accordingly, is being provided separately in a sealed envelope to the Pennsylvania Public Utility Commission ("Commission"). PPL Electric respectfully requests that the Commission afford Appendix B confidential treatment and place it in a non-public folder.

Respectfully submitted,

  
Devin Ryan

DTR/jl  
Enclosures

cc: Certificate of Service





raised, they could have been raised in the First Complaint proceeding and, therefore, are barred by the terms of the settlement agreement. Further, the Third Complaint should be dismissed because the statute of limitations expired nearly two years ago. To the extent that the Third Complaint is not dismissed in its entirety, the Complainant's request for relief on behalf of virtual meter aggregation customer-generators should be dismissed because he lacks standing to represent those customers' interests and request relief on their behalf, and the portion of the Third Complaint requesting damages should be dismissed because the Commission has no power to award damages.

In support thereof, PPL Electric states as follows:

## **I. BACKGROUND**

1. PPL Electric is a "public utility," an "electric distribution company," and a "default service provider" as defined in Sections 102 and 2803 of the Pennsylvania Public Utility Code, 66 Pa.C.S. §§ 102, 2803. PPL Electric furnishes electric distribution, transmission, and default supply services to approximately 1.4 million customers throughout its certificated service territory, which includes all or portions of 29 counties and encompasses approximately 10,000 square miles in eastern and central Pennsylvania.

2. By Secretarial Letter dated March 15, 2018, PPL Electric was served with the above-captioned Third Complaint. In the Third Complaint, the Complainant alleges again that he wants to "reopen" his claim that PPL Electric's transformer and wires were incapable of taking his production "for the first years of operation." (Third Complaint ¶ 4.B, p. 1) The Complainant contends that "after 2 years of production," he can "now prove that PPL service was not capable of taking [his] production for the first years of operation" due to incorrect sizing of the Company's electric lines and transformer. (Third Complaint ¶ 4.B, p. 1) Relatedly, the

Complainant alleges that he had to “re-wire [his] PV system” and was allegedly “punished for choosing virtual meter aggregation.” (Third Complaint ¶ 4.B, p. 3) As relief, he requests, among other things, that he be monetarily “compensated for the expense and loss” he allegedly experienced. (Third Complaint ¶ 4.B, pp. 1, 3)

3. Previously, on or about July 25, 2013, the Complainant filed a Formal Complaint at Docket No. C-2013-2375440 (“First Complaint”)<sup>1</sup> raising the same issues and claims. The Complainant retained counsel after filing the First Complaint, who represented him during the rest of the proceeding. The First Complaint proceeding was fully and finally resolved upon execution of a settlement agreement in November 2015,<sup>2</sup> under which PPL Electric agreed to pay the Complainant an agreed-upon amount in exchange for the Complainant forever releasing and relinquishing his rights to bring any claims that were brought or could have been brought in the First Complaint.

4. By Secretarial Letter dated August 29, 2017, PPL Electric was served with the Second Complaint.<sup>3</sup> In the Second Complaint, the Complainant also alleged that he wants to reopen his claim that PPL Electric’s transformer and wires were incapable of taking his production several years ago. (Appendix C, Cover Letter; *see* Appendix C ¶¶ 4-5)

5. PPL Electric filed an Answer and New Matter to the Second Complaint, as well as Preliminary Objections.

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<sup>1</sup> A true and correct copy of the First Complaint is attached hereto as **Appendix A**.

<sup>2</sup> A true and correct copy of the settlement agreement that resolved the First Complaint is attached hereto as **CONFIDENTIAL Appendix B**.

<sup>3</sup> A true and correct copy of the Second Complaint is attached hereto as **Appendix C**.

6. On November 9, 2017, Administrative Law Judge David A. Salapa (“ALJ Salapa”) issued his Initial Decision sustaining PPL Electric’s Preliminary Objections and dismissing the Second Complaint with prejudice.<sup>4</sup>

7. On January 16, 2018, the Commission issued its Final Order, under which the Initial Decision became final without further Commission action.<sup>5</sup> Therefore, the Second Complaint was dismissed with prejudice and the docket marked closed.

8. PPL Electric herein files these Preliminary Objections to the Complaint. For the reasons explained below, the Company respectfully requests that: (1) the Complaint be dismissed in its entirety pursuant to Section 5.101(a)(4) because (a) the Complainant’s issues and claims were fully and finally resolved in the First Complaint proceeding pursuant to an executed settlement agreement, under which the Complainant waived all rights to file any future complaints about the issues and claims were raised or could have been raised in the First Complaint, and (b) the Commission has already dismissed the Complainant’s attempt to “reopen” the First Complaint with prejudice in the Second Complaint proceeding<sup>6</sup>; (2) the Complaint be dismissed in its entirety pursuant to Section 5.101(a)(4) because the statute of limitations has expired with respect to the issues and claims raised therein; (3) the Complainant’s request for the Commission to require better service for virtual meter aggregation customer-generators be dismissed pursuant to Section 5.101(a)(7) because the Complainant lacks standing

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<sup>4</sup> A true and correct copy of the Initial Decision is attached hereto as **Appendix D**.

<sup>5</sup> A true and correct copy of the Final Order is attached hereto as **Appendix E**.

<sup>6</sup> To the extent that the Commission avers that these arguments would be more appropriately raised in a motion for judgment on the pleadings, PPL Electric respectfully requests that its Preliminary Objections be treated as a motion for judgment on the pleadings in order to “secure a just, speedy and inexpensive determination of this proceeding, pursuant to 52 Pa. Code § 1.2(a),” as ALJ Salapa did in his Initial Decision dismissing the Second Complaint. (Appendix D, p. 7) Otherwise, the Company would be forced to incur the unnecessary time and expense to prepare an additional pleading to dismiss the Complainant’s unfounded attempt to re-litigate these issues and claims for a third time.

to pursue that claim and represent those customers' interests; and (4) the portion of the Complaint requesting monetary damages be dismissed pursuant to Section 5.101(a)(2) of the Commission's regulations because a request for damages constitutes impertinent matter. *See* 52 Pa. Code § 5.101(a)(2), (4), (7).

## II. STANDARD OF REVIEW

9. Pursuant to the Commission's regulations, preliminary objections in response to a pleading may be filed on several grounds, including:

- (1) Lack of Commission jurisdiction or improper service of the pleading initiating the proceeding.
- (2) Failure of a pleading to conform to this chapter or the inclusion of scandalous or impertinent matter.
- (3) Insufficient specificity of a pleading.
- (4) Legal insufficiency of a pleading.
- (5) Lack of capacity to sue, nonjoinder of a necessary party or misjoinder of a cause of action.
- (6) Pendency of a prior proceeding or agreement for alternative dispute resolution.
- (7) Standing of a party to participate in the proceeding.

52 Pa. Code § 5.101(a) (emphasis added).

10. In ruling on preliminary objections, the Presiding Officer must accept as true all well-pled allegations of material facts as well as all inferences reasonably deducible therefrom. *Stilp v. Commonwealth*, 910 A.2d 775, 781 (Pa. Cmwlth. 2006) ("*Stilp*") (citing *Dep't of Gen. Servs. v. Bd. of Claims*, 881 A.2d 14 (Pa. Cmwlth. 2005)), *affirmed* 974 A.2d 491 (Pa. 2009). However, the Presiding Officer need not accept as true conclusions of law, unwarranted inferences from facts, argumentative allegations, or expressions of opinion. *Stanton-Negley*

*Drug Co. v. Dep't of Pub. Welfare*, 927 A.2d 671, 673 (Pa. Cmwlth. 2007), *affirmed*, 962 A.2d 670 (Pa. 2009). Notwithstanding, any doubt must be resolved in favor of the non-moving party. *Stilp* at 781.

11. In addition, the Presiding Officer must determine whether, based on the factual pleadings, if recovery is possible. *See Rok v. Flaherty*, 527 A.2d 211, 214 (Pa. Cmwlth. 1987) (citation omitted). Indeed, for preliminary objections to be sustained, it must appear with certainty that the law will permit no recovery. *See Stilp* at 781; *Milliner v. Enck*, 709 A.2d 417, 418 (Pa. Super. 1998) (quoting *Santiago v. Pa. Nat. Mut. Cas. Ins. Co.*, 613 A.2d 1235, 1238 (Pa. Super. 1992)).

### III. PRELIMINARY OBJECTIONS

#### A. **PRELIMINARY OBJECTION NO. 1 – THE COMPLAINT SHOULD BE DISMISSED BECAUSE IT RE-RAISES ISSUES AND CLAIMS THAT HAVE BEEN FULLY AND FINALLY RESOLVED**

12. PPL Electric incorporates by reference Paragraphs 1 through 11 as if fully set forth herein.

13. The Complaint should be dismissed in its entirety because it attempts to re-raise issues and claims that were previously raised and fully resolved in the First Complaint and Second Complaint proceedings.

14. In the First Complaint, the Complainant alleged that he was entitled to damages for lost revenue because, according to him, the Company's transformer and electric lines were incorrectly sized. (*See* Appendix A ¶¶ 4-5) Consequently, the Complainant claimed that PPL Electric's distribution system could not take all of the electricity his solar array was generating. (*See id.*) As relief, the Complainant requested that he be compensated for the alleged lost

generation and lost renewable energy credits (“RECs”) as well as his payments to PPL Electric for electricity. (*See id.* ¶ 5)

15. In the Second Complaint, the Complainant attempted to re-raise the same issues and claims from the First Complaint. In fact, there was no issue at that time about which he was complaining. (*See* Appendix C, Cover Letter) (stating that “PPL has installed the correct wires & transformer and my system is working the way it should”). Rather, the Complainant wanted to “reopen” his previous claim that the Company’s transformer and wires were incapable of taking his production “for the first years of operation.” (Appendix C, Cover Letter; *see* Appendix C ¶¶ 4-5) “[A]fter 2 years of production,” he averred that he could now prove that the Company’s facilities were improperly sized and incapable “of taking [his] production for the first years of operation.” (Appendix C, Cover Letter; *see* Appendix C ¶¶ 4-5) Further, he alleged that he was entitled to all lost revenue and “all moneys that [he] paid PPL for [its] electric[ity],” including his payments to PPL Electric for electricity, his alleged loss of RECs, and attorneys’ fees. (Appendix C, Cover Letter; *see* Appendix C ¶ 5)

16. Now, the Complainant has filed yet another Formal Complaint and included therein the very same cover letter from his Second Complaint to set forth his arguments. (*Compare* Appendix C, Cover Letter, *with* Third Complaint ¶ 4.B) As a result, the Complainant is requesting, once again, to “reopen” the First Complaint. (Third Complaint ¶ 4.B, p. 1) Therefore, through the Third Complaint, the Complainant plainly seeks to re-litigate the issues and claims he previously raised in the First and Second Complaint proceedings.

17. All of these issues and claims have been fully and finally resolved and cannot be raised again.

18. In the First Complaint proceeding, the parties executed a settlement agreement, and PPL Electric filed a certificate of satisfaction on November 18, 2015,<sup>7</sup> to which the Complainant never objected.

19. Under the settlement, PPL Electric paid the Complainant an agreed-upon amount in exchange for him forever releasing and relinquishing his rights to bring any claims that were brought or could have been brought as a part of the First Complaint. (See CONFIDENTIAL Appendix B) In other words, the Complainant has no right to “reopen” his First Complaint against PPL Electric, as he seeks to do yet again through the instant Third Complaint, or even raise claims that could have conceivably been raised in the First Complaint.

20. Importantly, the Complainant was represented by counsel throughout the First Complaint proceeding, including when the parties executed the settlement agreement and PPL Electric filed the certificate of satisfaction. (See Appendix A ¶ 8; Third Complaint ¶ 4.B, p. 1) Accordingly, the Complainant presumably knew and was apprised of what rights he would be releasing by executing the settlement agreement and by not objecting to the certificate of satisfaction. If he had any questions or was confused about his obligations under the settlement, he had the opportunity to consult with his attorney.

21. Moreover, in December 2015, PPL Electric paid the Complainant the agreed-upon amount pursuant to the settlement agreement. By virtue of the instant Third Complaint, the Complainant wants to retain the benefit of the settlement agreement from the First Complaint proceeding and to re-litigate the issues and claims that were raised or could have been raised in the First Complaint.

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<sup>7</sup> A true and correct copy of the certificate of satisfaction at Docket No. C-2013-2375440 is attached hereto as **Appendix F**.

22. Although the Complainant may now be unhappy with his decision to settle the First Complaint, he is bound by the settlement agreement's terms. Therefore, he has no right to re-raise the issues and claims from the First Complaint proceeding.

23. Further, the Commission recently dismissed the Complainant's Second Complaint with prejudice, which sought to accomplish precisely the same thing as the instant Third Complaint—"reopen" the First Complaint and re-litigate these issues and claims.

24. ALJ Salapa's Initial Decision held that the Complainant's Second Complaint was barred by 66 Pa.C.S. § 316 because it sought to re-raise the same issues that were resolved in the First Complaint proceeding through the filing of a certificate of satisfaction to which the Complainant did not object. (*See* Appendix D, pp. 9-12) The Commission entered a Final Order making the Initial Decision final and dismissing the Second Complaint "with prejudice." (*See* Appendix E)

25. Here, despite the Commission recently dismissing his attempt to re-raise these issues and claims "with prejudice," the Complainant has tried to do so yet again by filing the instant Third Complaint. Accordingly, the Complainant is legally prohibited from reopening his First Complaint, collaterally attacking the Commission's Final Order dismissing his Second Complaint, and re-raising these issues and claims. *See* 66 Pa.C.S. § 316.

26. Finally, the Complainant may argue that certain of his issues and claims about were not raised previously. However, it is important to recognize that even if these issues and claims were not previously raised, any issues and claims that could have been raised in the First Complaint proceeding are barred by the terms of the settlement agreement. (*See* CONFIDENTIAL Appendix C)

27. For all of these reasons, the Complainant is prohibited from bringing the instant Complaint and raising, for the third time, issues and claims concerning the interconnection between the Complainant's solar array and PPL Electric's electric distribution system as well as the past crediting of the generation produced by his solar facility.

WHEREFORE, PPL Electric respectfully requests that the above-captioned Third Complaint be summarily dismissed in its entirety and with prejudice pursuant to 52 Pa. Code § 5.101(a)(4).

**B. PRELIMINARY OBJECTION NO. 2 – THE COMPLAINT SHOULD BE DISMISSED BECAUSE IT IS BARRED BY THE STATUTE OF LIMITATIONS**

28. PPL Electric incorporates by reference Paragraphs 1 through 27 as if fully set forth herein.

29. The Complaint should be dismissed because it is barred by the three-year statute of limitations. *See* 66 Pa. C.S. § 3314(a).

30. Section 3314(a) of the Public Utility Code states, in pertinent part, that “no prosecutions on account of any matter or thing mentioned in this part . . . shall be maintained unless brought within three years from the date at which the liability therefor arose.” *Id.* In other words, the complaint must be brought within three years of when the alleged wrongful conduct occurred. *See Suburban E. Tires, Inc. v. Pa. PUC*, 582 A.2d 727, 729 (Pa. Cmwlth. 1990).

31. Here, the Complainant's issues and claims concerning the interconnection between the Complainant's solar array and PPL Electric's electric distribution system are barred by the three-year statute of limitations.

32. The Complainant installed a solar facility in approximately 2009 and modified the installation in 2012. After the Complainant experienced some issues in having his solar generation accepted onto PPL Electric's system, the Company replaced the conductors connecting its facilities to the Complainant's system and also replaced the nearest transformer in 2010. These improvements resolved the issues associated with the original system. Subsequently, when the Complainant modified the installation in 2012, a similar problem occurred. PPL Electric again investigated the problem in March and April of 2013. In May of 2013, PPL Electric again replaced the transformer. PPL Electric has not replaced any of the facilities at issue since May 2013. Accordingly, the latest that any alleged wrongful conduct could have occurred was May 2013, when PPL Electric replaced the transformer. Thus, the statute of limitations expired nearly two years ago in May 2016.

33. Furthermore, as mentioned above, there is no current issue with the Complainant's service. (*See Third Complaint* ¶ 4.B) The Complainant claims that his "system is working the way it should" and that "after 2 years of production of [his] 45.5 kWhr system," he "can now prove that PPL service was not capable of taking [his] production for the first years of operation." (*Third Complaint* ¶ 4.B, p. 1) As a result, the Complainant concedes that for the last two years since August 18, 2017 (*i.e.*, the date of the enclosed letter in his Third Complaint), his system has been working properly. Therefore, to the extent that any of his claims are not barred by the statute of limitations, the executed settlement agreement, or the Commission's previous decision dismissing his Second Complaint with prejudice, the Complainant cannot litigate any of these claims that arose since August 18, 2015, or over three years ago from the date that he filed the Third Complaint. Thus, the Complainant would be limited to litigating claims that arose

between February 28, 2015 (*i.e.*, three years from when the Third Complaint was filed) and August 18, 2015.

34. Based on the foregoing, the instant Third Complaint should be dismissed because the statute of limitations has expired.

WHEREFORE, PPL Electric respectfully requests that the above-captioned Complaint be summarily dismissed in its entirety and with prejudice pursuant to 52 Pa. Code § 5.101(a)(4).

**C. PRELIMINARY OBJECTION NO. 3 – THE COMPLAINANT LACKS STANDING TO REPRESENT THE INTERESTS OF VIRTUAL METER AGGREGATION CUSTOMER-GENERATORS AND REQUEST RELIEF ON THEIR BEHALF**

35. PPL Electric incorporates by reference Paragraphs 1 through 34 as if fully set forth herein.

36. To the extent that the Third Complaint is not dismissed in its entirety for the reasons set forth above, the portion of the Third Complaint requesting relief on behalf of virtual meter aggregation customer-generators should be dismissed because the Complainant lacks standing.

37. In the Third Complaint, the Complainant requests, among other things, that the Commission “require better customer service for virtual metering customers.” (Third Complaint ¶ 5)

38. The Complainant wholly lacks standing to represent the interests of virtual meter aggregation customer-generators and request relief on their behalf.

39. Under Pennsylvania law, “[i]n seeking judicial resolution of a controversy, a party must establish as a threshold matter that he has standing to maintain the action.” *Stilp v. Commonwealth*, 940 A.2d 1227, 1233 (Pa. 2007). “[T]he core concept of standing is that a

person who is not adversely affected in any way by the matter he seeks to challenge is not aggrieved thereby and has no standing to obtain a judicial resolution of his challenge.” *Fumo v. City of Phila.*, 972 A.2d 487, 496 (Pa. 2009) (citing *Wm. Penn Parking Garage, Inc. v. City of Pittsburgh*, 346 A.2d 269, 280-81 (Pa. 1975)).

40. To have standing, a party must establish that its interest is substantial, direct, and immediate. See *Del-Aware Unlimited. v. Commonwealth*, 551 A.2d 1117, 1121 (Pa. Cmwlth. 1988) (citation omitted); *1000 Grandview Ass’n v. Mt. Washington Assocs.*, 434 A.2d 796, 797 (Pa. Super. 1981) (citation omitted).

41. To establish a party’s interest is “substantial,” the interest must exceed the interest “of all citizens in procuring obedience to the law.” *In re Hickson*, 821 A.2d 1238, 1243 (Pa. 2003). Further, the party’s interest is “direct” when “there is a causal connection between the asserted violation and the harm complained of,” and the interest is “immediate” when “that causal connection is not remote or speculative.” *City of Phila. v. Commonwealth*, 838 A.2d 566, 577 (Pa. 2003).

42. Here, the Complainant has absolutely no standing to pursue this claim and request relief on behalf of virtual meter aggregation customer-generators. The Complainant is not and has never been a virtual meter aggregation customer-generator of PPL Electric. Therefore, he has no direct, immediate, or substantial interest in the customer service provided to virtual meter aggregation customer-generators. Moreover, the instant proceeding is not a class action, and the Complainant is not authorized to represent these other customers.

43. Based on the foregoing, the Complainant’s request for relief concerning virtual meter aggregation customer-generators should be dismissed because he lacks standing.

WHEREFORE, to the extent that the above-captioned Complaint is not dismissed in its entirety, PPL Electric respectfully requests that the Complaint's request for relief on behalf of virtual meter aggregation customer-generators be summarily dismissed pursuant to 52 Pa. Code § 5.101(a)(7).

**D. PRELIMINARY OBJECTION NO. 4 – THE COMPLAINANT'S REQUEST FOR DAMAGES SHOULD BE DISMISSED BECAUSE THE COMMISSION HAS NO POWER TO AWARD DAMAGES**

44. PPL Electric incorporates by reference Paragraphs 1 through 43 as if fully set forth herein.

45. To the extent that the Third Complaint is not dismissed in its entirety for the reasons set forth above, the portion of the Third Complaint requesting damages should be dismissed because the Commission cannot award damages.

46. In the Complaint, the Complainant requests that the Company to pay him for all lost revenue and "all moneys that [he] paid PPL for [its] electric[ity]" because the Company allegedly installed incorrectly-sized facilities to interconnect his solar array. (Third Complaint ¶ 4.B, p. 1) The Complainant further claims that he "should be compensated" for the alleged "expense and loss" that he experienced. (Third Complaint ¶ 4.B, p. 3)

47. It is well-established that the Commission does not have the authority to order a public utility to pay damages, as requested by the Complainant. *See DeFrancesco v. W. Pa. Water Co.*, 453 A.2d 595, 596-97 (Pa. 1982); *Elkin v. Bell of Pa.*, 420 A.2d 371, 375 (Pa. 1980); *Feingold v. Bell of Pa.*, 383 A.2d 791, 794-95 (Pa. 1977).

48. Here, the Complainant's request for damages is impertinent matter "in the sense that it is irrelevant to [the] cause of action" because the Commission lacks authority to award damages. *See Stoner v. PPL Elec. Utils. Corp.*, Docket No. C-2013-2385588, p. 3 (Nov. 14,

2013) (order sustaining preliminary objections). Indeed, requests for damages are regularly stricken from complaints as being impertinent matter. *See, e.g., id.* at pp. 3, 5; *Powell v. Verizon Pa., Inc.*, Docket No. C-2011-2264876, 2011 Pa. PUC LEXIS 652, at \*8-9, 16-17 (Dec. 21, 2011), *adopted by Commission*, 2012 Pa. PUC LEXIS 374 (Order Entered Mar. 1, 2012); *J.E. Culbertson Co. v. Pa. Elec. Co.*, Docket No. C-2010-2204947, 2011 Pa. PUC LEXIS 781, at \*8-9, 12 (Feb. 4, 2011), *adopted by Commission*, Docket No. C-2010-2204947 (Order Entered Apr. 8, 2011).

49. Notably, the Complainant previously sought damages in the First Complaint. (See Appendix A ¶ 5) The Company filed preliminary objections, and the Complainant's request for damages was stricken as impertinent matter. *See Schwartz v. PPL Elec. Utils. Corp.*, Docket No. C-2013-2375440, pp. 2-5 (Sept. 4, 2013) (Interim Order Granting in Part, Denying in Part Preliminary Objection).<sup>8</sup>

50. Therefore, as in the previous complaint proceeding, the Complainant's request for damages is impertinent matter and should be stricken from his Complaint pursuant to 52 Pa. Code § 5.101(a)(2).

WHEREFORE, to the extent that the above-captioned Complaint is not dismissed in its entirety, PPL Electric respectfully requests that the Complaint's request for damages be summarily dismissed pursuant to 52 Pa. Code § 5.101(a)(2).

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<sup>8</sup> A true and correct copy of the Interim Order Granting in Part and Denying in Part Preliminary Objection is attached hereto as Appendix G. The Company further notes that in its Preliminary Objections to the Second Complaint, PPL Electric similarly asked that the Complainant's request for damages be stricken. However, because the Second Complaint was dismissed summarily on other grounds, ALJ Salapa did not address the issue. (See Appendix D, p. 12)

**IV. CONCLUSION**

WHEREFORE, PPL Electric Utilities Corporation respectfully requests that the Complaint filed by A. Edward Schwartz c/o Raintree Farm Solar be dismissed in its entirety and with prejudice for the reasons set forth above.

Respectfully submitted,



Kimberly A. Klock (ID # 89716)  
Amy E. Hirakis (ID # 310094)  
PPL Services Corporation  
Two North Ninth Street  
Allentown, PA 18101  
Phone: 610-774-4254  
Fax: 610-774-4102  
E-mail: [kklock@pplweb.com](mailto:kklock@pplweb.com)  
[aehirakis@pplweb.com](mailto:aehirakis@pplweb.com)

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E-mail: [dryan@postschell.com](mailto:dryan@postschell.com)

Of Counsel:

Post & Schell, P.C.

Date: April 4, 2018

Attorneys for PPL Electric Utilities Corporation

**CERTIFICATE OF SERVICE**

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 52 Pa. Code § 1.54 (relating to service by a participant).

**VIA E-MAIL & FIRST CLASS MAIL**

A. Edward Schwartz  
Raintree Farm Solar  
RD #4, Box 52  
Dalton, PA 18414  
E-mail:[raintreefrm@epix.net](mailto:raintreefrm@epix.net)

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Date: April 4, 2018



Devin T. Ryan

## **Appendix "A"**



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
P.O. BOX 3265, HARRISBURG, PA 17105-3265

IN REPLY PLEASE  
REFER TO OUR FILE

*Service Rejected  
(not-metered)  
P+S*

DATE SERVED: JULY 25, 2013

*Fidel Due 8/4/13*

*Answer Due 8/14/13*

C-2013-2375440

PPL ELECTRIC UTILITIES CORPORATION  
PAUL E RUSSELL GEN COUNSEL  
TWO N 9<sup>TH</sup> ST  
ALLENTOWN PA 18101-1179

RECEIVED

JUL 31 2013

OFFICE OF  
GENERAL COUNSEL

Dear Mr. Russell:

A complaint has been filed against you before the Pennsylvania Public Utility Commission by A. EDWARD SCHWARTZ. To defend yourself against the claims stated in the following pages, you must act within twenty (20) days by filing in writing with the Commission, either personally or through your attorney, your defenses or objections to the claims stated against you. Or, you may satisfy the complaint by settling the matter with the Complainant and submitting proof of settlement to the Commission within twenty (20) days.

IF YOU FAIL TO ANSWER THE COMPLAINT WITHIN TWENTY (20) DAYS OF THE ABOVE DATE SERVED, THE CLAIMS AGAINST YOU MAY BE DEEMED ADMITTED, THE CASE MAY GO FORWARD IN YOUR ABSENCE, AND A JUDGEMENT MAY BE ENTERED AGAINST YOU BY THE COMMISSION WITHOUT FURTHER NOTICE.

**CUSTOMER OF A UTILITY**

A payment schedule may be prescribed or a termination of utility services may be authorized. You may lose money or property or other rights important to you.

**COMPANY/UTILITY**

An Administrative Law Judge may revoke or suspend any certificate or permit held by you, or impose a fine, or any other appropriate penalty or remedy authorized by the Public Utility Code. You may lose money or property or other rights important to you.

Detailed instructions on how to proceed are contained in the attached pages. You are advised to read them carefully.

July 25, 2013

Unless you are a corporation or other organization, you may proceed without a lawyer. However, if you want a lawyer and do not have one or cannot afford one, the office listed below can tell you where you can get legal help:

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
(800) 692-7375

Very truly yours,

A handwritten signature in cursive script, reading "Rosemary Chiavetta".

Rosemary Chiavetta  
Secretary

MJS

PENNSYLVANIA PUBLIC UTILITY COMMISSION

COPY

Formal Complaint

C-2013-2375440

Filing this form begins a legal proceeding and you will be a party to the case. If you do not wish to be a party to the case, consider filing an Informal Complaint.

RECEIVED  
2013 JUL -  
PH 3:58  
SECRETARY'S BUREAU

To complete this form, please type or print legibly in ink.

1. Customer (Complainant) Information

Provide your name, mailing address, county, telephone number(s), e-mail address and utility account number:

Name A. Edward Schwartz  
Street/P.O. Box RD#4 Box 52 Apt # \_\_\_\_\_  
City DALTON State PA Zip 18414  
County LACKA

Telephone Number(s) Where We Can Contact You During the Day:

(570) 945 7888 (home) ( ) (mobile)

E-mail Address (optional): RAINTREEFRM@EPX.NET

Utility Account Number (from your bill) 32101-10001 #3210010

If your complaint involves utility service provided to a different address or in a different name than your mailing address, please list this information below.

Name \_\_\_\_\_  
Street/P.O. Box \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

2. Name of Utility or Company (Respondent)

Provide the full name of the utility or company about which you are complaining. The name of your utility or company is on your bill.

PP&L

PENNSYLVANIA  
JUL 05/2013  
CONSUMER SERVICES  
CAC DIVISION

RECEIVED  
2013 JUL 18 AM 10:30

PA.P.U.C.  
SECRETARY'S BUREAU

3. Type of Utility Service

Check the box listing the type of utility service that is the subject of your complaint (check only one):

- ELECTRIC                       WASTEWATER/SEWER  
 GAS                                 TELEPHONE/TELECOMMUNICATIONS (local, long distance)  
 WATER                             MOTOR CARRIER (e.g. taxi, moving company, limousine)  
 STEAM HEAT

4. Reason for Complaint

What kind of problem are you having with the utility or company? Check all boxes below that apply and state the reason for your complaint. Explain specifically what you believe the utility or company has done wrong. Provide relevant details including dates, times and places and any other information that may be important. If the complaint is about billing, tell us the amount you believe is not correct. Use additional paper if you need more space. Your complaint may be dismissed without a hearing if you do not provide specific information.

- The utility is threatening to shut off my service or has already shut off my service.
- I would like a payment agreement.
- Incorrect charges are on my bill. Provide dates that are important and an explanation about any amounts or charges that you believe are not correct. Attach a copy of the bill(s) in question if you have it/them.
- I am having a reliability, safety or quality problem with my utility service. Explain the problem, including dates, times or places and any other relevant details that may be important.
- Other (explain).

PP&L replaced 3 different TRANSFORMERS till I hope they have solved their problems. without my ELECTRIC INTO THEIR HOUSE.

Note: If your complaint is only about removing or modifying a municipal lien filed by the City of Philadelphia, the Public Utility Commission (PUC) cannot address it. Only local courts in Philadelphia County can address this type of complaint. The PUC can address a complaint about service or incorrect billing even if that amount is subject to a lien.

In addition, the PUC generally does not handle complaints about cell phone or Internet service, but may be able to resolve a dispute regarding voice communications over the Internet (including the inability to make voice 911/E911 emergency calls) or concerns about high-speed access to Internet service.

5. Requested Relief

How do you want your complaint to be resolved? Explain what you want the PUC to order the utility or company to do. Use additional paper if you need more space.

I WANT TO BE PAID FOR LOSS OF GENERATION, LOSS OF REC'S PAYMENTS & LOSS OF MY PAYMENTS TO PPHL FOR HAVING TO PAY THEM FOR POWER FROM THEIR GRID WHEN MY SYSTEMS WOULD HAVE KEPT ME OFF OF THEIR GRID! GUARANTEE ON MY ELECTRIC SOLAR SYSTEM BECAUSE THEIR SYSTEM WOULDNT TAKE WHAT I PRODUCED! & POSSIBLY PAYMENT FOR MY 2nd SOLAR SYSTEM WHICH I INSTALLED NOT KNOWING THEIR SYSTEM WAS @ FAULT!

Note: The PUC can decide that a customer was not billed correctly and can order billing refunds. The PUC can also fine a utility or company for not following rules and can order a utility or company to correct a problem with your service. Under state law, the PUC cannot decide whether a utility or company should pay customers for loss or damages. Damage claims may be sought in an appropriate civil court.

6. Protection from Abuse

Has a court granted a "Protection from Abuse" order that is currently in effect for your personal safety or welfare? The PUC needs this information to properly process your complaint so that your identity is not made public.

Note: You must answer this question if your complaint is against a natural gas distribution utility, an electric distribution utility or a water distribution utility AND your complaint is about a problem involving billing, a request to receive service, a security deposit request, termination of service or a request for a payment agreement.

Has a court granted a "Protection from Abuse" order for your personal safety or welfare?

YES

NO

If your answer to the above question is "yes," attach a copy of the current Protection for Abuse order to this Formal Complaint form.

7. Prior Utility Contact

a. Is this an appeal from a decision of the PUC's Bureau of Consumer Services (BCS)?

YES

NO

Note: If you answered yes, move to Section 8. No further contact with the utility or company is required. If you answered no, answer the question in Section 7 b. and answer the question in Section 7 c. if relevant.

b. If this is not an appeal from a BCS decision, have you spoken to a utility or company representative about this complaint?

YES

NO

Note: You must contact the utility first if (1) you are a residential customer, (2) your complaint is against a natural gas distribution utility, an electric distribution utility or a water utility AND (3) your complaint is about a billing problem, a service problem, a termination of service problem, or a request for a payment agreement.

c. If you tried to speak to a utility company representative about your complaint but were not able to do so, please explain why.

They keep telling us that is out of their hands &  
Do NOT TELL us (who @ PHL) who to contact  
This has been going on since Dec. 2009

Note: Even if you are not required to contact the utility or company, you should always try to speak to a utility or company representative about your problem before you file a Formal Complaint with the PUC.

8. Legal Representation

If you are filing a Formal Complaint as an individual on your own behalf, you are not required to have a lawyer. You may represent yourself at the hearing.

If you are represented by a lawyer in this matter, provide your lawyer's name, address, telephone number, and e-mail address, if known. Please make sure your lawyer is aware of your complaint. If represented by a lawyer, both you and your lawyer must be present at your hearing.

Lawyer's Name Atty. Jill Spott

Street/P.O. Box \_\_\_\_\_

City Clark's Summit State Pa Zip 5872600

Area Code/Phone Number 570 - 5872600

E-mail Address (if known) \_\_\_\_\_

Note: Corporations, associations, partnerships, limited liability companies and political subdivisions are required to have a lawyer represent them at a hearing and to file any motions, answers, briefs or other legal pleadings.

9. Verification and Signature

You must sign your complaint. Individuals filing a Formal Complaint must print or type their name on the line provided in the verification paragraph below and must sign and date this form in ink. If you do not sign the Formal Complaint, the PUC will not accept it.

**Verification:**

I A. Edward Shew G, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

A. Edward Shew G 7/12/13  
(Signature of Complainant) (Date)

Title of authorized employee or officer (only applicable to corporations, associations, partnerships, limited liability companies or political subdivisions)

Note: If the Complainant is a corporation, association, partnership, limited liability company or political subdivision, the verification must be signed by an authorized officer or authorized employee. If the Formal Complaint is not signed by one of these individuals, the PUC will not accept it.

**10. Filing**

You may electronically file your Formal Complaint with the PUC. To do so, you need to establish an account on the PUC's eFiling system, which may be accessed at <http://www.puc.pa.gov/efiling/default.aspx>.

If you do not electronically file your Formal Complaint, mail the completed form (along with any attachments) to one of the addresses listed below:

If using U.S. Postal Service:

If using overnight delivery service:

Secretary Pennsylvania Public Utility Commission P.O. Box 3265 Harrisburg, PA 17105-3265	Secretary Pennsylvania Public Utility Commission 400 North Street Commonwealth Keystone Building, 2 <sup>nd</sup> Floor Harrisburg, Pennsylvania 17120
---	--

Note: Formal Complaints sent by fax or e-mail will not be accepted.

If you have any questions about filling out this form, please contact the Secretary's Bureau at 717-772-7777.

Keep a copy of your Formal Complaint for your records.

S

Mr & Mrs Schwartz  
RD4 Box 52  
Lily Lake Road  
Dalton PA 18414



PENNA Public Utility Comm.  
P.O. Box 3265  
HARRISburg, PA.  
17105-3265

20

**Appendix "B"**  
**(CONFIDENTIAL)**  
**(Provided Separately in Sealed Envelope)**

## **Appendix “C”**

**A. Edward Schwartz**

**RD#4 Box 52**

**Dalton, Pa. 18414**

**August 18<sup>th</sup>, 2017**

**Pennsylvania Public Utility Comm.**

**400 North Street**

**Harrisburg, Pa. 17120**

**Secretary,**

**RECEIVED**

**AUG 18 2017**

**PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU**

**I wish to reopen my claim against PPL who is my electric service company, because: now after 2 years of production of my 45.5 kWhr system I can now prove that PPL service was not capable of taking my production for the first years of operation. I have fought PPL Electric Utilities for over 8 years to have PPL correct the problems noted below:**

**#1 PPL's wires were not capable of taking my production;**

**#2 PPL's transformer wasn't capable of taking my production;**

**#3 I had to hire an Electrical Engineer (Jack Ames @ 410 961 2008)**

**#4 I lost revenue for the 1<sup>st</sup> 8 years of my production of my 45.5 kWhr. System: I had to pay PPL for their power almost \$30,000.00 & in the last 2 years PPL has paid me Approximately \$8,000.00 & I had only to pay a line charge. Also the Loss of SREC's for over 8 years of approximately \$240,000.00. Attorney Fees of over \$10,000.00 Atty. Jill Spott who I terminated when she made deal w/PPL.**

**Now that PPL has installed the correct wires & transformer my system is working the way it should & I want all my moneys back because of PPL incompetency.**

**Respectfully Yours,**



# PENNSYLVANIA PUBLIC UTILITY COMMISSION

## Formal Complaint

Filing this form begins a legal proceeding and you will be a party to the case. If you do not wish to be a party to the case, consider filing an informal complaint.

To complete this form, please type or print legibly in ink.

### 1. Customer (Complainant) Information

Provide your name, mailing address, county, telephone number(s), e-mail address and utility account number. It is your responsibility to update the Commission with any changes to your address and to where you want documents mailed to you.

Name RAINTREE SARA SOLAR  
Street/P.O. Box RD 4 Box 52 Apt # \_\_\_\_\_  
City DALTON State PA. Zip 18414  
County LACKA

Telephone Number(s) Where We Can Contact You During the Day:

(570) 945 7888 (home) ( ) (mobile)

E-mail Address (optional): RAINTREEFRM@EPIX.NET

Utility Account Number (from your bill) 92834-63006 # prior acct. was A. Edward Schwartz 32161-10010

If your complaint involves utility service provided to a different address or in a different name than your mailing address, please list this information below.

Name A. EDWARD SCHWARTZ  
Street/P.O. Box RD #4 Box 52  
City DALTON State PA Zip 18414

### 2. Name of Utility or Company (Respondent)

Provide the full name of the utility or company about which you are complaining. The name of your utility or company is on your bill.

PPL

**RECEIVED**

AUG 18 2017

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**3. Type of Utility Service**

Check the box listing the type of utility service that is the subject of your complaint (check only one):

- ELECTRIC                       WASTEWATER/SEWER
- GAS                                       TELEPHONE/TELECOMMUNICATIONS (local, long distance)
- WATER                                       MOTOR CARRIER (e.g. taxi, moving company, limousine)
- STEAM HEAT

**4. Reason for Complaint**

What kind of problem are you having with the utility or company? Check all boxes below that apply and state the reason for your complaint. Explain specifically what you believe the utility or company has done wrong. Provide relevant details including dates, times and places and any other information that may be important. If the complaint is about billing, tell us the amount you believe is not correct. Use additional paper if you need more space. Your complaint may be dismissed without a hearing if you do not provide specific information.

- The utility is threatening to shut off my service or has already shut off my service.
  
- I would like a payment agreement.
  
- Incorrect charges are on my bill. Provide dates that are important and an explanation about any amounts or charges that you believe are not correct. Attach a copy of the bill(s) in question if you have it/them.
  
- <sup>was</sup> I am having a reliability, safety or quality problem with my utility service. Explain the problem, including dates, times or places and any other relevant details that may be important.  
*PPL had wrong transformer lines 5265 to  
TAKE MY GENERATION*
- Other (explain).

Note: If your complaint is only about removing or modifying a municipal lien filed by the City of Philadelphia, the Public Utility Commission (PUC) cannot address it. Only local courts in Philadelphia County can address this type of complaint. The PUC can address a complaint about service or incorrect billing even if that amount is subject to a lien.

In addition, the PUC generally does not handle complaints about cell phone or Internet service, but may be able to resolve a dispute regarding voice communications over the Internet (including the inability to make voice 911/E911 emergency calls) or concerns about high-speed access to Internet service.

5. **Requested Relief**

How do you want your complaint to be resolved? Explain what you want the PUC to order the utility or company to do. Use additional paper if you need more space.

I WANT PPL TO PAY ME BACK FOR ALL LOST REVENUE THAT I LOST; PPL DID NOT HAVE THE PROPER EQUIPMENT ON THEIR SIDE OF THEIR ELECTRIC METER TO TAKE MY EXCESS GENERATION INTO PPL'S GRID! IN THE LAST 2 YEARS JUST BY LOOKING @ MY ELECTRIC BILLS SINCE THEY INSTALLED CORRECT EQUIPMENT ON THEIR SIDE OF THEIR ELECTRIC METER MY PRODUCTION HAS GONE UP IN ME PAYING FOR ELECTRIC TO PPL PAYING ME 1158.25 ON 6/2/17; 599.94 ON 5/27/16; APRIL 8, 2016 \$2822.98; NOV. 27, 2015 \$83.37. NOW THAT I HAVE PROOF BECAUSE OF PPL'S WRONG EQUIPMENT I WANT ALL MONEYS THAT I PAID PPL FOR THEIR ELECTRIC THAT I HAD TO PAY FOR BECAUSE THE PPL CO. WOULDNT FIX THEIR PROBLEM WITH TRANSFORMERS FOR PRIOR 7 YEARS I WANT ALL MONEYS THAT ARE OWED!

Note: The PUC can decide that a customer was not billed correctly and can order billing refunds. The PUC can also fine a utility or company for not following rules and can order a utility or company to correct a problem with your service. Under state law, the PUC cannot decide whether a utility or company should pay customers for loss or damages. Damage claims may be sought in an appropriate civil court.

**6. Protection From Abuse (PFA)**

**Has a court granted a "Protection From Abuse" order that is currently in effect for your personal safety or welfare? The PUC needs this information to properly process your complaint so that your identity is not made public.**

**Note: You must answer this question if your complaint is against a natural gas distribution utility, an electric distribution utility or a water distribution utility AND your complaint is about a problem involving billing, a request to receive service, a security deposit request, termination of service or a request for a payment agreement.**

**Has a court granted a "Protection From Abuse" order for your personal safety or welfare?**

YES   
NO

**If your answer to the above question is "yes," attach a copy of the current Protection From Abuse order to this Formal Complaint form.**

**7. Prior Utility Contact**

**a. Is this an appeal from a decision of the PUC's Bureau of Consumer Services (BCS)?**

YES   
NO

**Note: If you answered yes, move to Section 8. No further contact with the utility or company is required. If you answered no, answer the question in Section 7 b. and answer the question in Section 7 c. if relevant.**

**b. If this is not an appeal from a BCS decision, have you spoken to a utility or company representative about this complaint?**

YES   
NO

**Note: You must contact the utility first if (1) you are a residential customer, (2) your complaint is against a natural gas distribution utility, an electric distribution utility or a water utility AND (3) your complaint is about a billing problem, a service problem, a termination of service problem, or a request for a payment agreement.**

c. If you tried to speak to a utility company representative about your complaint but were not able to do so, please explain why. PPL CLAIMS THAT FIREBASED PPL 2yrs. AGO!

**Note:** Even if you are not required to contact the utility or company, you should always try to speak to a utility or company representative about your problem before you file a Formal Complaint with the PUC.

**8. Legal Representation**

If you are filing a Formal Complaint as an individual on your own behalf, you are not required to have a lawyer. You may represent yourself at the hearing.

If you are already represented by a lawyer in this matter, provide your lawyer's name, address, telephone number, and e-mail address, if known. Please make sure your lawyer is aware of your complaint. If represented by a lawyer, both you and your lawyer must be present at your hearing.

Lawyer's Name \_\_\_\_\_

Street/P.O. Box \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Area Code/Phone Number \_\_\_\_\_

E-mail Address (if known) \_\_\_\_\_

**Note:** Corporations, associations, partnerships, limited liability companies and political subdivisions are required to have a lawyer represent them at a hearing and to file any motions, answers, briefs or other legal pleadings.

9. **Verification and Signature**

**You must sign your complaint.** Individuals filing a Formal Complaint **must** print or type their name on the line provided in the verification paragraph below and **must** sign and date this form in **ink**. If you do not sign the Formal Complaint, the PUC **will not accept it**.

**Verification:**

I A. EDWARD SCHWARTZ, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

 8/17/2017  
(Signature of Complainant) (Date)

OWNER RANTISS JARM Solar  
Title of authorized employee or officer (only applicable to corporations, associations, partnerships, limited liability companies or political subdivisions)

**Note:** If the Complainant is a corporation, association, partnership, limited liability company or political subdivision, the verification **must** be signed by an authorized officer or authorized employee. If the Formal Complaint is **not signed** by one of these individuals, the PUC **will not accept it**.

10. **Two Ways to File Your Formal Complaint**

**Electronically.** You must create an account on the PUC's eFiling system, which may be accessed at <http://www.puc.pa.gov/efiling/default.aspx>.

**Note:** If you are appealing your Bureau of Consumer Services (BCS) decision, you must file your formal complaint by mail.

**Mail.** Mail the completed form with your original signature and any attachments, by certified mail, first class mail, or overnight delivery to this address:

Secretary  
Pennsylvania Public Utility Commission  
400 North Street  
Harrisburg, Pennsylvania 17120

**RECEIVED**

AUG 18 2017

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**Note:** Formal Complaints sent by fax or e-mail will **not** be accepted.

If you have any questions about filling out this form, please contact the Secretary's Bureau at 717-772-7777.

**Keep a copy of your Formal Complaint for your records.**

Mobile Site

# My Account

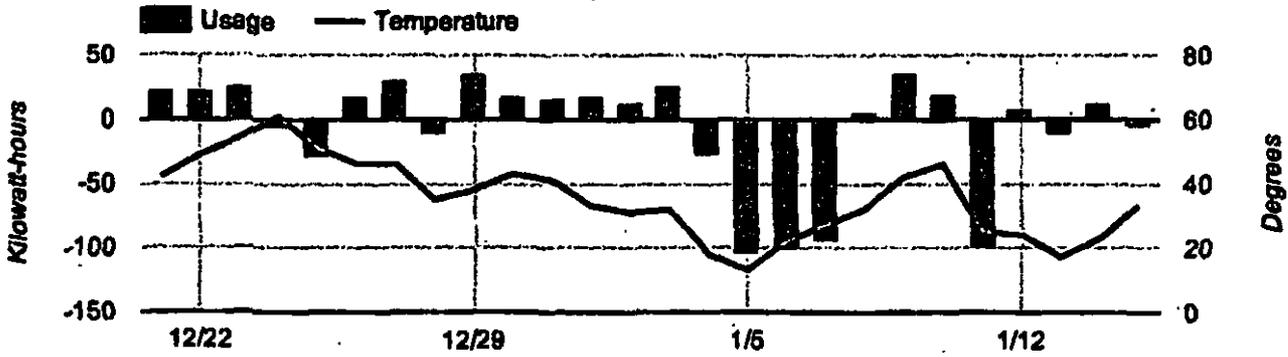
## Daily Electricity Usage

View 35 days of usage and temperature data, or 5 days on mobile.

View Energy Use

Daily Electricity Usage ▾

From: 12/21/2015



Report up to 2 years of data

From: 12/21/2015

To: 01/15/2016

2015



Download Green Button data to take advantage of online services and applications to help you manage your electricity use.

At a Glance

January 2016

Usage

kWh

Temperature

January 2015

Usage

kWh

Temperature

There were 31 days in this billing cycle.

**RECEIVED**

AUG 18 2017

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

# My Account

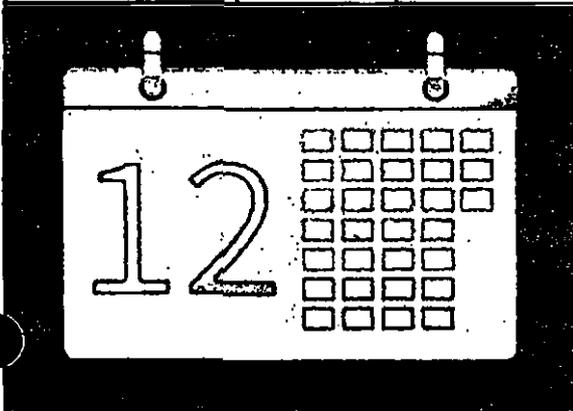
View Energy Use

Usage Summary ▾

Export

## Usage Summary

Bill Date	Days in bill	KW Demand billed	Total Kilowatt-Hours Used	Average kWh Per Day	Hours of Use kWh per KW-billed	Electricity Costs	Average Temperature
01/14/2016	31	16	0	0.0	0.0	\$93.08	38
12/14/2015	32	11	0	0.0	0.0	\$70.20	44
11/12/2015	30	9	0	0.0	0.0	\$60.76	52
10/13/2015	29	4	0	0.0	0.0	\$36.91	61
09/14/2015	32	0	0	0.0	0.0	\$17.75	72
08/13/2015	30	0	0	0.0	0.0	\$17.75	73
07/14/2015	32	0	0	0.0	0.0	\$17.75	71
06/12/2015	30	0	0	0.0	0.0	\$17.71	66
05/13/2015	29	0	0	0.0	0.0	\$17.71	58
04/14/2015	32	0	0	0.0	0.0	\$17.71	40
03/13/2015	30	0	0	0.0	0.0	\$17.53	21
02/11/2015	28	0	0	0.0	0.0	\$17.53	24
01/14/2015	33	0	0	0.0	0.0	\$17.44	31
12/12/2014	30	0	0	0.0	0.0	\$17.44	35
11/12/2014	29	0	0	0.0	0.0	\$17.44	52
10/14/2014	32	0	0	0.0	0.0	\$17.44	59
09/23/2014	30	0	0	0.0	0.0	\$17.42	69
08/13/2014	29	0	0	0.0	0.0	\$17.46	70
07/15/2014	32	0	0	0.0	0.0	\$17.46	72
06/30/2014	25	0	0	0.0	0.0	\$14.47	65



Daily Electricity Usage

$0.7741 \times 33,748 = \$2598.81$   
 $0.09493 \times 33,748 = 3203.70$   


---

604.89  
 0.7741  
 0.7918





PPL Electric Utilities



Pay/Manage your account online at [pplelectric.com](http://pplelectric.com)



Questions? Please contact us by Dec 8. 1-800-DIAL-PPL (1-800-342-5775) M-F: 8am to 5pm

Estimated Bill

Page 1

Bill Acct. No.	Due Date	Amount Due
32101-10010	Dec 8, 2015	\$548.62

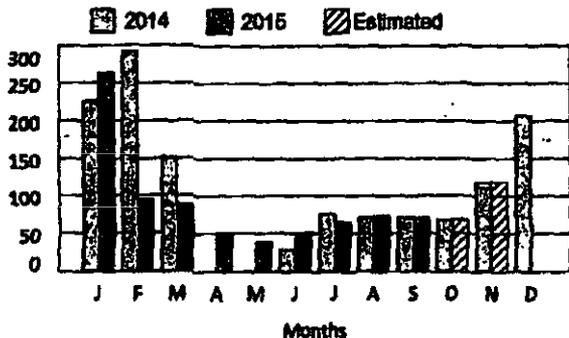
### Your Electric Usage Profile

Service to: RAIN TREE FARMS RR 4 BOX 52, LILY LAKE RD ALTON, PA 18414

meter: 79609665

Your next meter reading is on or about Dec 14, 2015.

This section helps you understand your year-to-year electric use by month. Meter readings are actual unless otherwise noted.



Months

Monthly Comparison	Days Billed	kWh	Average kWh/Day	Average Temp.
Nov 2015	32	3822	119	51F
Nov 2014	29	3464	119	51F

Billing Period	Type	Reading
Nov 16	Estimated	66610
Oct 15	Estimated	62788
32 Days	kWh Billed	3822

Yearly Comparison	Total Use	Avg. Monthly
Dec 2014 - Nov 2015	36965	3080
Dec 2013 - Nov 2014	37479	3123

### Billing Summary

(Billing details on back)

Balance as of Nov 17, 2015 \$0.00

Charges:

Total Distribution Charges	\$185.80
Total Generation & Transmission Charges	\$362.82

Total Current Charges \$548.62

Amount Due By Dec 8, 2015 \$548.62

Account Balance \$548.62

### How To Shop For Electricity

You can choose the company that supplies your electricity. Visit [papowerswitch.com](http://papowerswitch.com) or [www.oca.state.pa.us](http://www.oca.state.pa.us) for supplier offers. If you are shopping, know your contract expiration date.

Here's the information you need to shop:  
Bill Account Number: 32101-10010 Rate Schedule: RS (Residential)  
Current Supplier: PPL Electric Utilities

PPL Electric Utilities price to compare for your rate is \$0.09493 per kWh. This changes the 1st of June and December.

### Manage Your Account

Pay Your Bill	Online Options (pplelectric.com)
Online: Visit <a href="http://pplelectric.com">pplelectric.com</a>	- Report an outage/check outage status
Phone: Call 1-800-342-5775	- Make a payment, view your bill and usage history.
Mall: Use envelope provided	- Sign up for alerts.
ABP: Automatic Bill Pay (see back of stub to enroll)	- Enroll in paperless billing, automatic bill pay, budget billing.
Card: MasterCard, Discover, Visa or debit, call 1-800-672-2413 (service fee applies)	- View your rate schedule at: <a href="http://pplelectric.com/rates">pplelectric.com/rates</a>

Correspondence: Customer Services, 827 Hausman Road, Allentown, PA 18104-9392

Other important information on the back of this bill →

Return this stub in the envelope provided with a check payable to PPL Electric Utilities.



PPL Electric Utilities

Sign up for Automatic Bill Pay on the back of this bill stub.

Bill Acct. No.	Due Date	Amount Due
32101-10010	Dec 8, 2015	\$548.62

Amount Enclosed:



AV 01 040316 90820B169 A\*\*5DGT



RAIN TREE FARMS RR 4 BOX 52, LILY LAKE RD DALTON, PA 18414-9636

PPL ELECTRIC UTILITIES P.O. BOX 9001845 LOUISVILLE, KY 40290-1845



1 0200005486220000548625 3210110010

040315 1/1

407



Pay/Manage your account online at [pplelectric.com](http://pplelectric.com)



Questions? Please contact us by Dec 9.  
1-800-DIAL-PPL  
(1-800-342-5775)  
M-F: 8am to 5pm

Final Bill

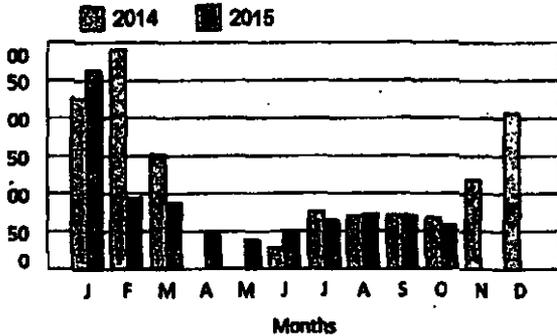
Page 1

Bill Acct. No.	Due Date	Amount Due
32101-10010		NONE

### Electric Usage Profile

Address to:  
REE FARMS  
30X 52, LILY LAKE RD  
DALTON, PA 18414  
Phone: 79609665

This section helps you understand your year-to-year electric use by month. Meter readings are actual unless otherwise noted.



Monthly Comparison	Days Billed	kWh	Average kWh/Day	Average Temp.
Oct 2015	26	1539	59	61F
Oct 2014	32	2206	69	58F

Billing Period	Type	Reading
Oct 10	Actual	62190
Sep 14	Actual	60651
16 Days	kWh Billed	1539

Monthly Comparison	Total Use	Avg. Monthly
Oct 2014 - Oct 2015	36009	3001
Oct 2013 - Oct 2014	34015	2835

### Billing Summary

(Billing details on back)

Balance as of Nov 18, 2015	\$0.00
<b>Charges:</b>	
Total Distribution Charges	\$84.20
Total Generation & Transmission Charges	\$146.09
Total Other Charges	-\$313.66
<b>Total Current Charges</b>	<b>-\$83.37</b>
Account Balance	<b>-\$83.37</b>

### How To Shop For Electricity

You can choose the company that supplies your electricity. Visit [papowerswitch.com](http://papowerswitch.com) or [www.pca.state.pa.us](http://www.pca.state.pa.us) for supplier offers. If you are shopping, know your contract expiration date.

Here's the information you need to shop:

Bill Account Number: 32101-10010 / Rate Schedule: RS (Residential)

Current Supplier: PPL Electric Utilities

PPL Electric Utilities price to compare for your rate is \$0.09493 per kWh. This changes the 1st of June and December.

### Manage Your Account

Pay Your Bill	Online Options ( <a href="http://pplelectric.com">pplelectric.com</a> )
Online: Visit <a href="http://pplelectric.com">pplelectric.com</a>	<ul style="list-style-type: none"> <li>- Report an outage/check outage status</li> <li>- Make a payment, view your bill and usage history.</li> <li>- Sign up for alerts.</li> <li>- Enroll in paperless billing, automatic bill pay, budget billing.</li> <li>- View your rate schedule at: <a href="http://pplelectric.com/rates">pplelectric.com/rates</a></li> </ul>
Phone: Call 1-800-342-5775	
Mail: Use envelope provided	
Card: MasterCard, Discover, Visa or debit, call 1-800-672-2413 (service fee applies)	

### Correspondence:

Customer Services, 827 Hausman Road, Allentown, PA 18104-9392

Other important information on the back of this bill →

Bill Acct. No.	Due Date	Amount Due
32101-10010		NONE



AV 01 041998 91776B169 A\*\*5DGT



RAINTREE FARMS  
RR 4 BOX 52, LILY LAKE RD  
DALTON, PA 18414-9838

PPL ELECTRIC UTILITIES  
P.O. BOX 9001845  
LOUISVILLE, KY 40290-1845



1 200000000000000000000005 3210110010

# My Account

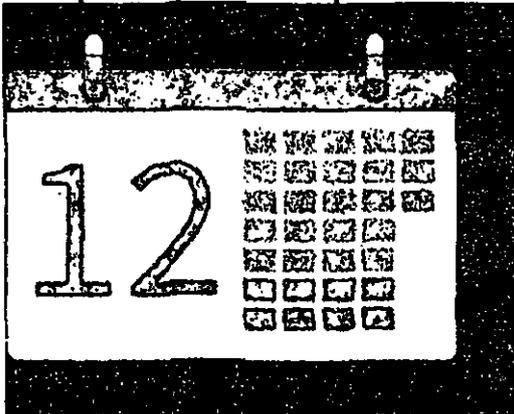
Energy Use

age Summary

it

age Summary

Date	Days in bill	KW Demand billed	Total Kilowatt-Hours Used	Average kWh Per Day	Hours of Use kWh per KW-billed	Electricity Costs	Average Temperature
4/2016	31	16	0	0.0	0.0	\$93.08	38
4/2015	32	11	0	0.0	0.0	\$70.20	44
2/2015	30	9	0	0.0	0.0	\$60.76	52
3/2015	29	4	0	0.0	0.0	\$36.91	61
4/2015	32	0	0	0.0	0.0	\$17.75	72
3/2015	30	0	0	0.0	0.0	\$17.75	73
4/2015	32	0	0	0.0	0.0	\$17.75	71
2/2015	30	0	0	0.0	0.0	\$17.71	66
3/2015	29	0	0	0.0	0.0	\$17.71	58
4/2015	32	0	0	0.0	0.0	\$17.71	40
3/2015	30	0	0	0.0	0.0	\$17.53	21
1/2015	28	0	0	0.0	0.0	\$17.53	24
4/2015	33	0	0	0.0	0.0	\$17.44	31
2/2014	30	0	0	0.0	0.0	\$17.44	35
2/2014	29	0	0	0.0	0.0	\$17.44	52
4/2014	32	0	0	0.0	0.0	\$17.44	59
3/2014	30	0	0	0.0	0.0	\$17.42	69
3/2014	29	0	0	0.0	0.0	\$17.46	70
5/2014	32	0	0	0.0	0.0	\$17.46	72
3/2014	25	0	0	0.0	0.0	\$14.47	65



Electricity Usage

$$0.07741 \times 33,748 = 2598.81$$

$$0.09493 \times 33,748 = 3203.76$$

0.07741  
0.07918

604.89

# My Account

## Monthly Electricity Usage

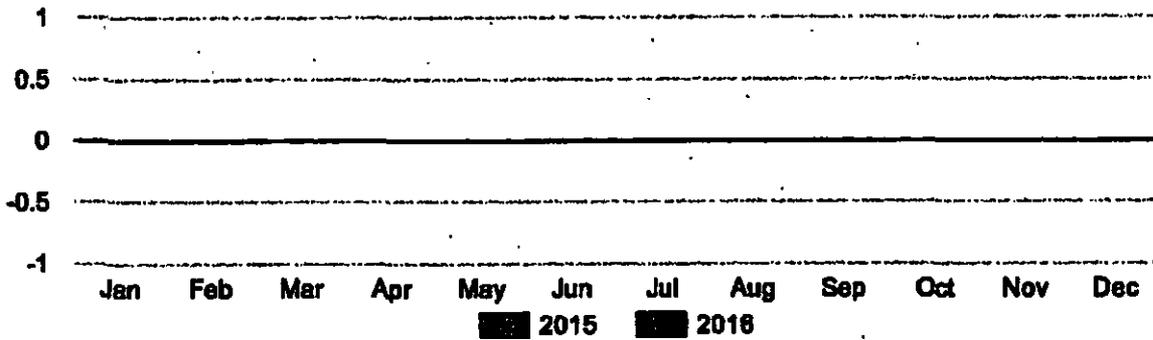
How much electricity you use each month.

View Energy Use

Monthly Electricity Usage ▾

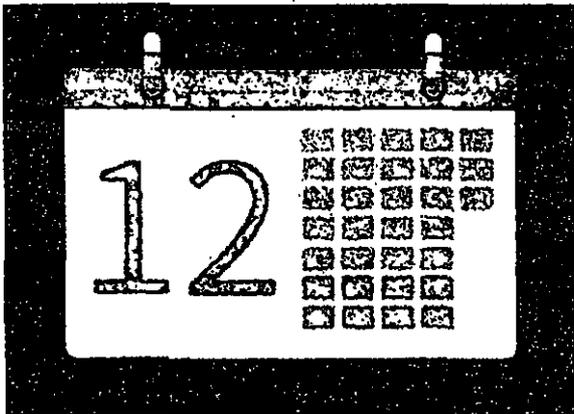
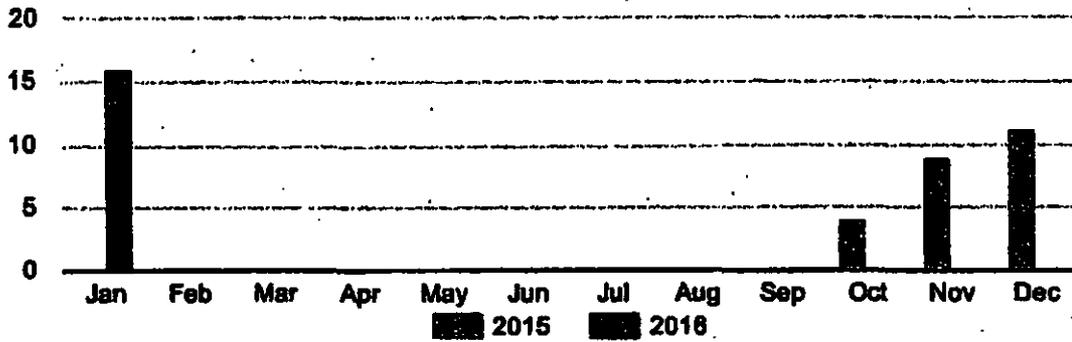
[Export](#)

How many kilowatt-hours I used



[Export](#)

Demand KW Data



Daily Electricity Usage

PPL CORPORATION  
TWO NORTH NINTH STREET  
ALLENTOWN, PA 18101

RAINTREE FARMS  
RR 4 BOX 52, LILY LAKE RD  
DALTON PA 18414  
USA

**PPL Electric Utilities Corp.**

**Allentown PA 18101**

Date: 11/27/2015

Vendor Code

Check No: 137581

Print No: 15771000352

Total \$ 83.37

Invoice Date	Invoice Reference	Message Code	Net Amount
11/23/2015	321011001000		83.37

**Customer Refund**

Service Address: RR 4 BOX 52, LILY LAKE RD  
DALTON PA 18414

**Message Code Key**

32      009    5

PPL CORPORATION  
TWO NORTH NINTH STREET  
ALLENTOWN, PA 18101

RAINTREE FARMS  
2053 SUNSET RD BARN  
DALTON PA 18414  
USA

**PPL Electric Utilities Corp**

**Allentown PA 18101**

Date 03/28/2018

Vendor Code

Check No. 148634

Print No. 87195000121

Total \$\*\*\*\*\*2,822.98

Invoice Date	Invoice Reference	Message Code	Net Amount
03/24/2018	928346300600		2822.98

**Customer Refund**  
Service Address: 2053 SUNSET RD BARN  
DALTON PA 18414

Message Code Key		
32	009	5

**RECEIVED**  
AUG 18 2017  
PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**PPL Electric Utilities**  
827 Hausman Road  
Allentown, PA 18104-8392  
Tel. 800.342.5775 (800.DIAL.PPL) Fax 484.834.3484  
www.ppl electric.com



**Raintree Farms**  
2053 Sunset Rd \*Barn  
Dalton PA 18414

April 8, 2016

**Bill Account No: 92834-63006**

**Service Address:**  
2053 Sunset Rd \*Barn  
Dalton PA 18414

**Dear Customer:**

**You will soon be receiving a check in the amount of \$2,822.98 from us for excess generation produced by your renewable generation system. This amount is based upon meter readings for the period from May 13, 2015 to March 15, 2016 during which your system generated 36,468 kilowatt hours ( kWh) more than you used during this period.**

**For customers with renewable generation systems, there are several events which prompt a reimbursement for excess generation produced. These events include our annual reconciliation in May, a rate change, a switch to service with an alternate generations supplier, and change of supplier, a return to Provider of Last Resort (POLR) service, or a request to stop service.**

**Please note that the reimbursement period above differs from the typical January through December income tax period. As a result, the reimbursement amount for the calendar year tax purposes will likely differ from the amount of the check sent to you at this time.**

**We appreciate the opportunity to serve you. If you have any questions, please contact us at [RenewableEnergyApplications@pplweb.com](mailto:RenewableEnergyApplications@pplweb.com) or 1-800-342-5775.**

**Sincerely,**

**PPL Electric Utilities**

PPL CORPORATION  
TWO NORTH NINTH STREET  
ALLENTOWN, PA 18101

**RECEIVED**

AUG 18 2017

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

RAINTREE FARMS  
2053 SUNSET RD BARN  
DALTON PA 18414  
USA

**PPL Electric Utilities Corp**

**Allentown PA 18101**

Date 08/07/2017

Vendor Code

Check No. 188783

Print No. 8848600091

Total \$\*\*\*\*\*1,158.25

Invoice Date	Invoice Reference	Message Code	Net Amount
08/02/2017	928346300600		1158.25

**Customer Refund**

Service Address: 2053 SUNSET RD BARN  
DALTON PA 18414

**Message Code Key**

32            009    5

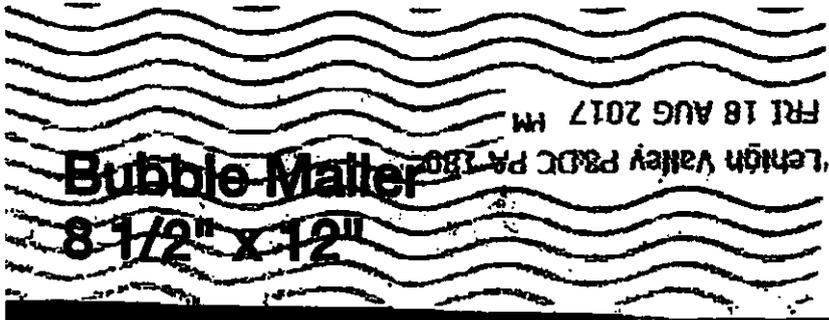
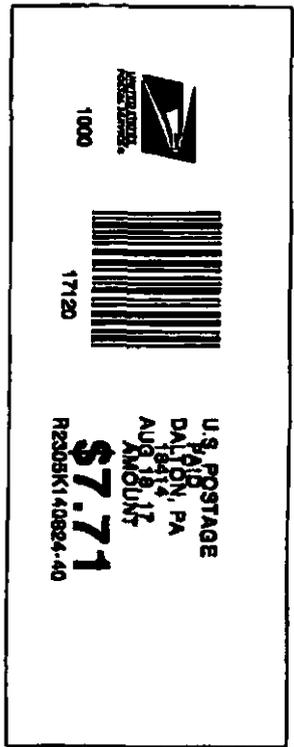
FROM:

A. Edm Schwartz  
 RFD # Box 52  
 Deltan, Pa  
 18814



TO:

PA. Public Utility Comm.  
 Seftoy  
 400 North Street  
 Harrisburg, Pa.  
 17120



Ready **P**ost.

## **Appendix “D”**

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Raintree Farm Solar	:	
	:	
v.	:	C-2017-2621826
	:	
PPL Electric Utilities Corporation	:	

**INITIAL DECISION SUSTAINING PRELIMINARY OBJECTIONS  
AND DISMISSING COMPLAINT**

Before  
David A. Salapa  
Administrative Law Judge

**INTRODUCTION**

A customer filed a complaint against its electric utility alleging that the utility failed to properly reimburse it for electricity it generated through its solar array. This decision dismisses the customer's complaint because the customer previously filed a complaint with the Pennsylvania Public Utility Commission (Commission) raising the same issues and the utility filed a certificate of satisfaction to which the customer did not object.

**HISTORY OF THE PROCEEDING**

On August 18, 2017, Raintree Farm Solar through its owner, A. Edward Schwartz, (Complainant) filed a complaint with the Commission against PPL Electric Utilities Corporation (Respondent). Mr. Schwartz signed the complaint as the owner of Raintree Farm Solar. Therefore, I will treat Raintree Farm Solar as a fictitious name used by A. Edward Schwartz.

Attached to the complaint is a cover letter. The cover letter states that the Complainant wishes to reopen its claim against the Respondent. The letter asserts that after two

years of production of its 45.5 kWhr system, it can now prove that the Respondent was not capable of taking production for the first years it was producing electricity. According to the letter, the Complainant has fought the Respondent for over eight years to have it correct problems with its transformer and wires.

The letter avers that the Complainant lost revenue for the first eight years it produced electricity. The letter states that the Complainant had to pay the Respondent approximately \$300,000.00 but in the last two years the Respondent has paid the Complainant approximately \$8,000.00. In addition, the letter alleges that the Complainant incurred costs in retaining an engineer and attorney. The letter states that since the Respondent has now installed the correct wire and transformer, the Complainant's generation system is working properly and the Complainant is entitled to a refund of all the money it paid to the Respondent.

The complaint form at paragraph four reiterates that the Respondent initially had the incorrect wires and transformer installed to receive electricity generated by the Complainant. The complaint form at paragraph five requests that the Commission direct the Respondent to reimburse the Complainant for all its lost revenue. Paragraph five reiterates that the Respondent did not have the proper equipment installed to receive electricity generated by the Complainant.

Paragraph five further states that in the last two years, since the Respondent installed the proper equipment, the Complainant's electric production has increased and from 2015 through 2017 the Respondent has paid the Complainant for electricity it has generated.

Paragraph five claims that the payments the Complainant has received in 2015 through 2017 prove that the Respondent had previously installed the wrong equipment. Paragraph five requests that the Commission order the Respondent to pay the Complainant all the amounts it has paid to the Respondent because the Respondent failed to install the proper equipment for the prior seven years.

On September 18, 2017, the Respondent filed an answer with new matter in response to the Complainant's complaint. The answer admits that the Complainant previously

experienced some problems with having its solar generation accepted onto the Respondent's system. According to the answer, the Respondent investigated the Complainant's concerns and replaced its facilities to accommodate the Complainant's modification to its solar array.

The answer asserts that the Complainant is attempting to relitigate issues and claims that were previously raised and fully resolved in the proceeding at C-2013-2375440. A copy of the complaint at C-2013-2375440 is attached to the answer and marked as Appendix A. The answer points out that in its cover letter, the Complainant states that it wishes to reopen its claim against the Respondent. The answer contends that there is currently no issue with its service because the cover letter states that the Respondent has installed the correct equipment and that the Complainant's system is working properly.

The answer asserts that the prior complaint at C-2013-2375440 was resolved when the Complainant and Respondent executed a settlement agreement. A copy of the settlement agreement is attached to the answer and marked as CONFIDENTIAL Appendix B. The Respondent filed a certificate of satisfaction at C-2013-2375440 on November 18, 2015. A copy of the certificate of satisfaction is attached to the answer and marked as Appendix C. The Complainant did not file an objection to the certificate of satisfaction.

The answer alleges that, pursuant to the settlement agreement, the Respondent paid the Complainant an agreed upon amount in exchange for it releasing and relinquishing its rights to bring any claims that were brought or could have been brought as part of the complaint at C-2013-2375440. The answer argues that in filing the current complaint, the Complainant is attempting to retain the benefit of the settlement agreement at C-2013-2375440 and relitigate the issues and claims raised at C-2013-2375440.

The answer contends that the Complainant cannot relitigate the issues and claims that were settled at C-2013-2375440. According to the answer, the Complainant has waived his rights to file the current complaint and to raise for a second time the issues and claims concerning the interconnection between the Complainant's solar array and the Respondent's electric distribution system.

The answer denies that the Complainant is entitled to the relief it is seeking in its complaint. The answer observes that the complaint is requesting damages as relief. The answer asserts that the Commission lacks the authority to award monetary damages.

The new matter reiterates the facts set forth above. The new matter alleges that the Complainant previously filed a complaint at C-2013-2375440, that the complaint at C-2013-2375440 was settled, that the Respondent filed a certificate of satisfaction on November 18, 2015 at C-2013-2375440 and that the Respondent paid the Complainant an agreed upon amount, pursuant to the settlement. The new matter asserts that the Complainant is seeking to relitigate the issues and claims raised in C-2013-2375440

The new matter asserts that the Complainant installed a solar facility in approximately 2009 and modified the installation in 2012. The new matter states that the Respondent replaced conductors connecting its facilities to the Complainant's system and replaced a transformer in 2010. Subsequently when the Complainant modified its system in 2012 another problem occurred and in May 2013 the Respondent replaced the transformer again. According to the new matter, the Respondent has not replaced any of the facilities at issue since May 2013. The answer with new matter requests that the Commission deny the Complainant's complaint. The Complainant did not file an answer to the Respondent's new matter.

Also on September 18, 2017, the Respondent filed preliminary objections. The preliminary objections contend that the Commission should dismiss the complaint because it raises the same issues and claims raised in the complaint at C-2013-2375440, because the complaint is barred by the statute of limitations and because the complaint requests damages. The preliminary objections request that the Commission dismiss the Complainant's complaint.

By notice dated November 3, 2017, the Commission notified the parties that it had assigned the case to me as motion judge. As of the date of this decision, the Complainant has not filed an answer to the preliminary objections. The preliminary objections are ready for decision. For the reasons set forth below, I will sustain the preliminary objections and dismiss the complaint.

## FINDINGS OF FACT

1. The Complainant in this case is Raintree Farm Solar.
2. The Respondent in this case is PPL Electric Utilities Corporation.
3. On August 18, 2017, the Complainant filed a complaint against the Respondent.
4. On September 18, 2017, the Respondent filed an answer with new matter in response to the Complainant's complaint.
5. The Complainant did not file an answer to the Respondent's new matter.
6. On September 18, 2017, the Respondent filed preliminary objections.
7. The Complainant did not file an answer to the Respondent's preliminary objections.
8. The Complainant filed a formal complaint on July 18, 2013 with the Commission docketed at C-2013-2375440.
9. The complaint at C-2013-2375440 was settled by certificate of satisfaction filed on November 18, 2015.
10. The Complainant did not file an objection to the certificate of satisfaction.
11. The Respondent paid the Complainant an agreed upon amount pursuant to the settlement.

## DISCUSSION

The Commission's Rules of Practice and Procedure permit parties to file preliminary objections. The grounds for preliminary objections are limited to those set forth in 52 Pa.Code § 5.101(a) as follows:

1. Lack of Commission jurisdiction or improper service of the pleading initiating the proceeding.
2. Failure of a pleading to conform to this chapter or the inclusion of scandalous or impertinent matter.
3. Insufficient specificity of a pleading.
4. Legal insufficiency of a pleading.
5. Lack of capacity to sue, nonjoinder of a necessary party or misjoinder of a cause of action.
6. Pendency of a prior proceeding or agreement for alternative dispute resolution.
7. Standing of a party to participate in the proceeding

Here, the Respondent's preliminary objections assert that the complaint is legally insufficient, pursuant to 52 Pa.Code § 5.101(a)(4), in that the complaint fails to allege that the Respondent violated the Public Utility Code, Commission regulations or orders or its tariff provisions because it raises the same issues and claims raised in the complaint at C-2013-2375440. I disagree that the Respondent may raise the defense of res judicata through preliminary objections.

The Commission has previously held that res judicata is not properly raised through preliminary objections alleging legal insufficiency. Cuff v. PECO Energy Co., Docket No. C-2013-2370894 (Final Order entered October 7, 2013) (Cuff). In her initial decision in Cuff, ALJ Kandace F. Melillo held that res judicata was an affirmative defense and should properly be raised in new matter, not preliminary objections. ALJ Melillo found that res judicata

could nonetheless be raised in preliminary objections and serve as a basis for dismissing a complaint.

In reaching the conclusion that an affirmative defense such as res judicata could be raised in preliminary objections and serve as a basis for dismissing a complaint, ALJ Melillo cited Wroblewski v. Pennsylvania Electric Company, Docket No. C-2008-2058385 (Opinion and Order entered May 15, 2009) (Wroblewski), where the Commission concluded that a preliminary objection asserting the affirmative defense of lack of standing could appropriately be treated as a motion for judgment on the pleadings rather than preliminary objections, under certain circumstances. In Wroblewski, the Commission held that treating preliminary objections raising standing as a motion for judgment on the pleadings was appropriate since the respondent had raised the issue of standing in its new matter.

ALJ Melillo followed Wroblewski in her initial decision in Cuff and treated the preliminary objections in Cuff raising res judicata as a motion for judgment on the pleadings even though the respondent in Cuff had not asserted the affirmative defense of res judicata in its new matter. ALJ Melillo granted the motion for judgment on the pleadings and dismissed the complaint on the basis of res judicata. ALJ Melillo's initial decision became final without further Commission action, pursuant to 66 Pa.C.S. § 332(h).

Here, unlike Cuff, the Respondent raised res judicata in its new matter as well as its preliminary objections. The regulation at 52 Pa.Code § 1.2(a) provides that the presiding officer or the Commission may disregard an error or defect of procedure which does not affect the substantive rights of the parties. Since the Respondent raised the issue of the previously litigated case in its new matter and preliminary objections in this case, the Complainant had notice of the issue.

I will treat the Respondent's preliminary objections concerning res judicata as a motion for judgment on the pleadings and will consider the issue of the previously litigated case at C-2013-2375440 to secure a just, speedy and inexpensive determination of this proceeding, pursuant to 52 Pa.Code § 1.2(a). This will not adversely affect the Complainant's substantive

rights, pursuant to 52 Pa.Code § 1.2(c), since the Complainant has had notice of the issue and an opportunity to respond. For consistency and clarity, I will refer to the Respondent's preliminary objections concerning res judicata as a motion for judgment on the pleadings in the remainder of this decision.

Having addressed the issue of whether the Respondent has properly raised res judicata in preliminary objections and determined that it is appropriate to treat the preliminary objections as a motion for judgment on the pleadings, I will now review the standards for granting a motion for judgment on the pleadings. The Commission's Rules of Practice and Procedure at 52 Pa.Code § 5.102 govern motions for judgment on the pleadings. Generally, the moving party bears a heavy burden of showing that no genuine issue of material fact exists and that it is entitled to a judgment as a matter of law.

The Commission must view the record in the light most favorable to the non-moving party, giving that party the benefit of all reasonable inferences. First Mortgage Co. of Pennsylvania v. McCall, 459 A.2d 406 (Pa.Super. 1983); Mertz v. Lakatos, 381 A.2d 497 (Pa.Cmwlt. 1978). It must accept as true all well pleaded statements of fact of the non-moving party and consider only those facts that the non-moving party specifically admits. Weik v. Estate of Brown, 794 A.2d 907 (Pa.Super. 2002). All doubts as to the existence of a genuine issue of material fact must be resolved against the moving party. Thomson Coal Company v. Pike Coal Company, 412 A.2d 466 (Pa. 1979).

The Commission will grant a motion for judgment on the pleadings only if the pleadings show there is no genuine issue as to a material fact and that the moving party is entitled to judgment as a matter of law. Only in a case where the moving party's right to prevail is so clear that a trial would be a fruitless exercise should judgment on the pleadings be granted. Williams v. Lewis, 466 A.2d 682 (Pa.Super. 1983); Service Employees International Union, Local 69, AFL-CIO v. The Peoples Natural Gas Company, d/b/a Dominion Peoples, Docket No. C-20028539 (Opinion and Order entered December 19, 2003). Judgment on the pleadings should be entered only when the case is clear and free from doubt. Reuben v. O'Brien, 496 A.2d 913 (Pa.Super 1985).

Having reviewed the standards for granting a motion for judgment on the pleadings, I will now address the merits of the Respondent's motion for judgment on the pleadings. The Commission has previously addressed the issue of whether a complainant can refile the same complaint after failing to timely object to a certificate of satisfaction resolving his or her dispute. In Reynolds v. PPL Electric Utilities Corporation, Docket No. C-2011-2255268 (Opinion and Order entered January 5, 2012) (Reynolds), the Commission reviewed an initial decision which had dismissed a complaint on the grounds of res judicata, for raising matters previously resolved through a certificate of satisfaction. While ruling that res judicata was not an appropriate ground for dismissal since there had been no final judgment on the merits, the Commission found that 66 Pa.C.S. § 316 prohibited a complainant from raising the same issues before the Commission a second time. The statute at 66 Pa.C.S. § 316 states in part:

Whenever the [c]ommission shall make any rule, regulation, finding, determination or order, the same shall be prima facie evidence of the facts found and shall remain conclusive upon all parties affected thereby, unless set aside, annulled or modified on judicial review.

In its ruling that 66 Pa.C.S. § 316 was applicable, the Commission concluded that a certificate of satisfaction, which was not objected to, and resulted in the closing of the case, conclusively determined that the issues had been resolved to the satisfaction of the complainant. Accordingly, a complainant could not file another complaint raising the same issues because the issues had already been resolved through the certificate of satisfaction.

Similarly, in Creehan v. Duquesne Light Company, Docket No. C-2012-2297124, (Opinion and Order entered May 23, 2013) (Creehan), the Commission affirmed its prior ruling in Reynolds, and held that 66 Pa.C.S. § 316 precluded a complainant from raising issues a second time that had been settled in a previous proceeding. In Creehan, the complainant attempted to relitigate the same issues that he had raised in a prior case. The complainant in Creehan became dissatisfied with his prior settlement of the issues, but did not object to the certificate of satisfaction filed in the previous action within ten days.

In addition, the complainant in Creehan accepted a credit in the settlement of the prior case. The Commission ruled in Creehan that a complainant cannot accept the prior settlement credit, fail to object to the certificate of satisfaction, and then file a second complaint to pursue the same claims.

Finally, in Wright v Philadelphia Gas Works, Docket No. C-2013-2368462 (Opinion and Order entered October 23, 2014) (Wright), the Commission followed Reynolds and Creehan and held that where the disputed amounts in the complainant's complaint had been the subject of prior complaints filed by the complainant and the prior complaints had been resolved through a certificate of satisfaction, the complainant in Wright was precluded by 66 Pa.C.S. § 316 from pursuing the same high bill claims in his subsequent complaint.

Having set forth the statute at 66 Pa.C.S. § 316 and the cases applying it, I will now view the factual averments in the complaint and cover letter as true for purposes of disposing of the Respondent's motion for judgment on the pleadings. Those averments in the complaint are that the Respondent initially had the incorrect wires and transformer installed to receive electricity generated by the Complainant. The Complainant lost revenue for the first eight years it produced electricity. The Complainant had to pay the Respondent approximately \$300,000.00 but in the last two years the Respondent has paid the Complainant approximately \$8,000.00.

In addition to the facts alleged in the complaint, I must consider the facts alleged in the Respondent's new matter since the Complainant has admitted those facts by failing to answer the Respondent's new matter. The Commission's regulation at 52 Pa.Code § 5.63(b) states that a party failing to file a timely reply to new matter may be deemed in default and the facts stated in the new matter may be deemed admitted. Since the Complainant has not filed an answer to the Respondent's new matter denying its factual allegations, I will deem the allegations in the Respondent's new matter admitted, pursuant to 52 Pa.Code § 5.63(b).

The facts alleged in the new matter are that the Complainant previously filed a complaint at C-2013-2375440, that the complaint at C-2013-2375440 was settled, that the

Respondent filed a certificate of satisfaction at C-2013-2375440 and that the Respondent paid the Complainant an agreed upon amount pursuant to the settlement. These facts are deemed admitted.

Having reviewed the facts set forth in the Complainant's complaint and deemed admitted in the Respondent's new matter, I will now review the facts set forth in the prior complaint docketed at C-2013-2375440 to determine whether the complaint in this case is barred by 66 Pa.C.S. § 316. The complaint at C-2013-2375440 alleges that the Respondent had replaced transformers to solve its problems with accepting the electricity generated by the Complainant. The complaint at C-2013-2375440 requested that the Commission order the Respondent to pay the Complainant for loss of its generation and for payments to the Respondent for power the Complainant had to purchase because the Respondent's facilities would not accept the electricity the Complainant was generating.

Applying the holdings in Reynolds, Creehan and Wright to this case, the failure of the Complainant to object to the Respondent's certificate of satisfaction at C-2013-2375440 does not constitute a judgment on the merits and res judicata is not an appropriate ground for dismissal. While res judicata is not an appropriate ground for dismissal, 66 Pa.C.S. § 316 prohibits the Complainant from raising the same issues before the Commission a second time.

The certificate of satisfaction filed by the Respondent at C-2013-2375440 was not objected to by the Complainant and resulted in the closing of the case at C-2013-2375440. The issues at C-2013-2375440 were resolved to the satisfaction of the Complainant. In addition, the Complainant accepted an agreed upon payment from the Respondent, pursuant to a settlement agreement. Accordingly, the Complainant cannot file another complaint raising the same issues because the issues had already been resolved through the certificate of satisfaction.

I will apply the Commission's holdings in Reynolds, Creehan and Wright to this proceeding. Consistent with Reynolds, Creehan and Wright, the Complainant in this case cannot again raise the claim in this complaint that it raised in the complaint at C-2013-2375440, particularly where it has accepted a payment from the Respondent to settle the prior complaint.

The provision at 66 Pa.C.S. § 316 precludes the Complainant from pursuing the same claims it raised in the prior complaint at C-2013-2375440.

Since the statute at 66 Pa.C.S. § 316 bars the claims raised in the Complainant's complaint, I will dismiss the complaint. Since I am dismissing the complaint on that basis, I will not address the Respondent's preliminary objections concerning the statute of limitations and damages.

### CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and the subject matter of this proceeding. 66 Pa.C.S. § 702.

2. Res judicata is not properly raised through preliminary objections alleging legal insufficiency. Cuff v. PECO Energy Co., Docket No. C-2013-2370894 (Final Order entered October 7, 2013).

3. Res judicata is an affirmative defense and should properly be raised in new matter, not preliminary objections. Cuff v. PECO Energy Co., Docket No. C-2013-2370894 (Final Order entered October 7, 2013).

4. An affirmative defense such as res judicata may be raised in preliminary objections and serve as a basis for dismissing a complaint. Wroblewski v. Pennsylvania Electric Company, Docket No. C-2008-2058385 (Opinion and Order entered May 15, 2009).

5. In ruling on a motion for judgment on the pleadings, the Commission must view the record in the light most favorable to the non-moving party, giving that party the benefit of all reasonable inferences. First Mortgage Co. of Pennsylvania v. McCall, 459 A.2d 406 (Pa.Super. 1983); Mertz v. Lakatos, 381 A.2d 497 (Pa.Cmwlt. 1978).

6. The Commission must accept as true all well pleaded statements of fact of the non-moving party and consider only those facts that the non-moving party specifically admits. Weik v. Estate of Brown, 794 A.2d 907 (Pa.Super. 2002).

7. All doubts as to the existence of a genuine issue of material fact must be resolved against the moving party. Thomson Coal Company v. Pike Coal Company, 412 A.2d 466 (Pa. 1979).

8. A complainant will be prohibited from raising the same issues before the Commission a second time. 66 Pa.C.S. 316.

9. It is just, reasonable and in the public interest that the complaint filed at Docket No. C-2017-2621826 is dismissed without hearing. 66 Pa.C.S. § 703(b)

#### ORDER

THEREFORE,

IT IS ORDERED:

1. That the preliminary objections of PPL Electric Utilities Corporation at Docket No. C-2017-2621826 are sustained.

2. That the complaint of Raintree Farm Solar against PPL Electric Utilities Corporation at Docket No. C-2017-2621826 is dismissed with prejudice.

3. That the docket at Docket No. C-2017-2621826 is marked closed.

Dated: November 9, 2017

/s/  
David A. Salapa  
Administrative Law Judge

# **APPENDIX “E”**

**PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17105-3265**

Raintree Farm Solar

v.

PPL Electric Utilities Corporation

:  
:  
:  
:  
:  
:

C-2017-2621826

**FINAL ORDER**

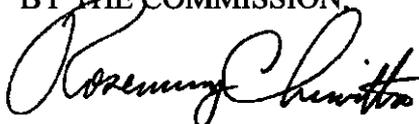
In accordance with the provisions of Section 332(h) of the Public Utility Code, 66 Pa. C.S. §332(h), the decision of Administrative Law Judge David A. Salapa dated November 9, 2017, has become final without further Commission action;

THEREFORE,

IT IS ORDERED:

1. That the preliminary objections of PPL Electric Utilities Corporation at Docket No. C-2017-2621826 are sustained.
2. That the complaint of Raintree Farm Solar against PPL Electric Utilities Corporation at Docket No. C-2017-2621826 is dismissed with prejudice.
3. That the docket at Docket No. C-2017-2621826 is marked closed.

BY THE COMMISSION



Rosemary Chiavetta  
Secretary

(SEAL)

ORDER ENTERED: January 16, 2018

# **APPENDIX “F”**



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

---

Jessica R. Rogers

jrogers@postschell.com  
717-612-6018 Direct  
717-731-1985 Direct Fax  
File #: 140074

November 18, 2015

***VIA ELECTRONIC FILING***

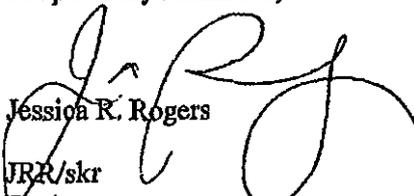
*Letter & Certificate of Service Only*  
Rosemary Chiavetta  
Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2nd Floor North  
P.O. Box 3265  
Harrisburg, PA 17105-3265

**Re: A. Edward Schwartz v. PPL Electric Utilities Corporation**  
**Docket No. C-2013-2375440**

Dear Secretary Chiavetta:

Enclosed please find the Certificate of Satisfaction for the above-referenced proceeding. Copies will be provided as indicated on the Certificate of Service.

Respectfully submitted,

  
Jessica R. Rogers  
JRR/skr  
Enclosure

cc: Honorable Ember Jandebeur  
Certificate of Service

**CERTIFICATE OF SERVICE**

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 52 Pa. Code § 1.54 (relating to service by a participant).

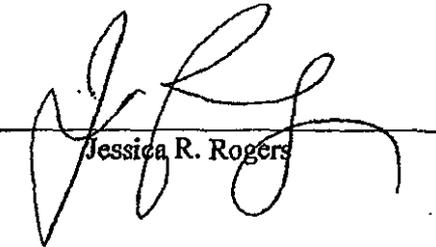
**VIA E-MAIL & FIRST CLASS MAIL**

Jill Spott, Esquire  
108 North Abington Road  
Clarks Summit, PA 18411

**VIA FIRST CLASS MAIL**

A. Edward Schwartz  
RD #4, Box 52  
Dalton, PA 18414

Date: November 18, 2015

  
Jessica R. Rogers

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

A. Edward Schwartz,	:
	:
Complainant,	:
	:
v.	: Docket No. C-2013-2375440
	:
PPL Electric Utilities Corporation,	:
	:
Respondent.	:

---

**CERTIFICATE OF SATISFACTION**

---

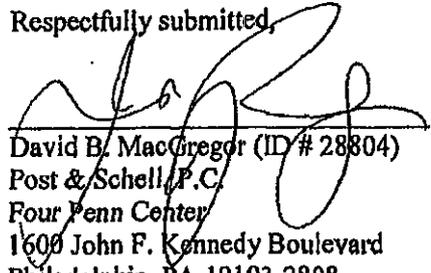
Pursuant to Section 5.24(b) of Title 52 of the Pennsylvania Code, 52 Pa. Code § 5.24(b), PPL Electric Utilities Corporation ("PPL Electric"), Respondent in the above-captioned matter, hereby submits this Certificate of Satisfaction. PPL Electric hereby certifies that it has satisfied the Complaint that is the subject of this proceeding and that A. Edward Schwartz (the "Complainant") has acknowledged his satisfaction to the Respondent.

PPL Electric is serving this Certificate of Satisfaction upon the Complainant as evidenced by the attached Certificate of Service. Unless the Complainant objects within ten (10) days of the filing of this Certificate of Satisfaction, the Commission shall withdraw the Complaint and mark the case closed. PPL Electric notes that the Complainant has agreed to waive his objection to the Certificate of Satisfaction as part of the resolution of this proceeding.

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Of Counsel:  
Post & Schell, P.C.

Respectfully submitted,



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E-mail: jrogers@postschell.com

Counsel for Respondent PPL Electric  
Utilities Corporation.

DATED: November 18, 2015

# **APPENDIX “G”**

SEP 06 2013

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

A. Edward Schwartz :  
 :  
 v. : C-2013-2375440  
 :  
 PPL Electric Utilities Corporation :

**INTERIM ORDER  
GRANTING IN PART, DENYING IN PART PRELIMINARY OBJECTION**

Before  
Ember S. Jandebeur  
Administrative Law Judge

**HISTORY OF THE PROCEEDINGS**

On or about July 18, 2013, A. Edward Schwartz (Complainant) filed a Formal Complaint with the Pennsylvania Public Utility Commission against PPL Electric Utilities Corporation (Respondent) alleging that PPL replaced three transformers which caused the Complainant's electricity from his solar system not being accepted into the PPL lines. On August 14, 2013, the Respondent filed an Answer denying the material allegations of the Formal Complaint. On August 14, 2013 the filed Preliminary Objections alleging that the Commission is without jurisdiction to award monetary damages. No response to the Preliminary Objections was received.

**FINDINGS OF FACT**

1. The Complainant is a current customer of the Respondent's and receives electric service at RD #4 Box 52, Dalton, Pennsylvania 18414.

2. The Respondent is a jurisdictional utility providing electric service in Pennsylvania.

### DISCUSSION

The Commission's Rules of Administrative Practice and Procedure permit the filing of Preliminary Motions. 52 Pa. Code §§ 5.101, 5.103. Commission preliminary motion practice is similar to Pennsylvania civil practice respecting the filing of preliminary objections. *Equitable Small Transportation Interveners v. Equitable Gas Company*, 1994 Pa. PUC LEXIS 69, Docket No. C-00935435 (1994). Commission regulations permit the filing of a preliminary motion questioning the jurisdiction of the Commission. 52 Pa. Code § 5.101(a)(1). Pennsylvania appellate courts have repeatedly held that the Commission is without power to award monetary damages to a private litigant. *Morrow v. Bell Telephone Co. of Pennsylvania*, 479 A.2d 548 (Pa. Super. 1984); *West Penn Power Co. v. Pa. Pub. Util. Comm'n*, 521 A.2d 75 (Pa. Cmwlth. 1987); *Ostrov v. I.F.T., Inc.*, 586 A.2d 409 (Pa. Super. 1991).

The correct preliminary objection in this situation is a motion to strike the requested relief as impertinent matter. A prayer for damages which are not legally recoverable in the cause of action pleaded is "impertinent matter" in the sense that it is irrelevant to that cause of action. A preliminary objection in the nature of a motion to strike impertinent matter is the appropriate means to challenge an erroneous prayer for damages. *Hudock v. Donegal Mut. Ins. Co.*, 264 A.2d 668 (Pa. 1970). Under the Commission's Rules of Administrative Practice and Procedure, 52 Pa. Code Chapters 1, 3 and 5, the correct preliminary objection is raised under 52 Pa. Code § 5.101(a)(2) by way of a motion to strike the relief requested as impertinent matter.

In the present case, Complainant seeks monetary damages as one form of relief. The Commission is without the power to award such damages. However, while the Commission does not have authority to award damages, *it does not follow that the Commission lacks jurisdiction to hear a complaint that seeks damages*. If such a complaint alleges a violation of the Public Utility Code, and if the allegations are established by the evidence presented at a hearing, an Administrative Law Judge and the Commission might conclude that the utility violated 66 Pa. C.S. § 1501 by

failing to provide safe and adequate service. Although the Commission would not be able to award damages, it may decide to impose a fine or other penalty upon the utility. *See, Seidel v. Ralph G. Smith, Inc.*, 49 Pa. PUC 557, 1975 Pa. PUC LEXIS 7 (1975); *Robert Attianese and Michele Attianese v. Santoro Enterprises, Inc., t/d/b/a Thomas Gerrity Movers and Storage and Paul Arpin Van Lines, Inc.*, Docket No. A-00113019C0203 (October 14, 2003), Opinion and Order adopted March 4, 2004, entered March 11, 2004, 2004 Pa. PUC LEXIS 19.

Additionally, in a complaint against a public utility that seeks monetary damages arising from a failure to provide safe, adequate, reasonable or efficient service, the Supreme Court has approved of a bifurcated procedure.

The question of the PUC's jurisdiction was before us recently in *Feingold v. Bell of Pennsylvania*, 477 Pa. 1, 383, A.2d 791 (1977) and *Elkin v. Bell Telephone Co. of Pennsylvania*, 491 Pa. 123, 420 A.2d 371 (1980). In *Feingold*, we held that the courts of common pleas have original jurisdiction to hear suits against public utilities for damages arising from failure to provide adequate service. 477 Pa. at 10, 383 A.2d at 795. *See also, Elkin*, 491 Pa. at 130, 420 A.2d at 375. In *Elkin* we further defined the parameters of our holding in *Feingold*. *Elkin* involved an action challenging the adequacy of a complainant's telephone service, and this Court there approved of a bifurcated procedure for certain situations, whereby the issue of liability is decided initially by the PUC, after which the court of common pleas considers the issue of damages where appropriate. *Elkin*, 491 Pa. at 134, 420 A.2d at 377.

Thus, service issues are first decided by the Commission, and then a Magisterial District Judge or a Court of Common Pleas may consider the issue of damages. *DeFrancesco v. Western Pa. Water Co.*, 453 A.2d 595 (Pa. 1982). The Commission clearly has jurisdiction to determine whether the Respondent rendered reasonable and adequate service to the Complainant.

Granting the Respondent's motion to strike the relief requested as impertinent matter is appropriate under the circumstances. Therefore, as a matter of law, that portion of the Complainant's Formal Complaint requesting monetary damages is dismissed.

## CONCLUSIONS OF LAW

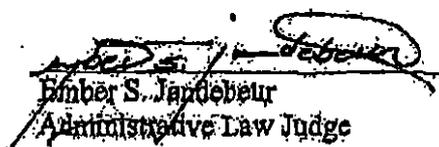
1. The Commission has jurisdiction over the subject matter and parties to this Complaint. 66 Pa. C.S. § 701.
  
2. As the party seeking affirmative relief from the Commission, Complainant bears the burden of proof. 66 Pa. C.S. § 332(a).
  
3. As a matter of general principle, a complainant must show that the named utility is responsible or accountable for the problem described in the Complaint in order to prevail. *Patterson v. Bell Telephone Company of Pennsylvania*, 72 Pa. Pub. Util. Comm'n 196 (1990); *Feinstein v. Philadelphia Suburban Water Company*, 50 Pa. Pub. Util. Comm'n 300 (1976). This must be shown by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (1990), *alloc. den.*, 602 A.2d 863 (1992).
  
4. Pennsylvania appellate courts have repeatedly held that the Commission is without power to award monetary damages to a private litigant. *Morrow v. Bell Telephone Co. of Pennsylvania*, 479 A.2d 548 (Pa. Super. 1984); *West Penn Power Co. v. Pa. Pub. Util. Comm'n*, 521 A.2d 75 (Pa. Cmwlth. 1987); *Ostrov v. I.F.T., Inc.*, 586 A.2d 409 (Pa. Super. 1991).
  
5. Service issues are first decided by the Commission, and then a Magisterial District Judge or a Court of Common Pleas may consider the issue of damages. *DeFrancesco v. Western Pa. Water Co.*, 453 A.2d 595 (Pa. 1982).

ORDER

THEREFORE,

IT IS ORDERED:

1. That the Preliminary Objection of PPL Electric Utilities Corporation is granted in part and denied in part.
2. That portion of the Formal Complaint filed by A. Edward Schwartz requesting monetary damages is stricken as impertinent matter.
3. That portion of the Formal Complaint alleging service issues will be set for mediation.

  
Kimber S. Jandobeur  
Administrative Law Judge

Date: September 4, 2013

C-2013-2375440 - A EDWARD SCHWARTZ v. PPL ELECTRIC UTILITIES CORP

A EDWARD SCHWARTZ  
RD #4 BOX 52  
DALTON PA 18414  
570-945-7888

JESSICA R ROGERS ESQ  
POST & SCHELL PC  
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