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May 4, 2018

***VIA ELECTRONIC FILING***

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

**Re: Jay Larry Moyer v. PPL Electric Utilities Corporation**  
**Docket No. C-2017-2629683**

Dear Secretary Chiavetta:

Enclosed for filing is the Main Brief of PPL Electric Utilities Corporation in the above-referenced proceeding. Copies will be provided as indicated on the Certificate of Service.

Respectfully submitted,

Devin Ryan

DTR/jl  
Enclosures

cc: Honorable Joel H. Cheskis  
Certificate of Service

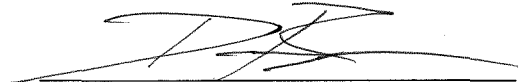
**CERTIFICATE OF SERVICE**

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

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Devin T. Ryan

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

|                                     |   |                           |
|-------------------------------------|---|---------------------------|
| Jay Larry Moyer,                    | : |                           |
|                                     | : |                           |
| Complainant,                        | : |                           |
|                                     | : |                           |
| v.                                  | : | Docket No. C-2017-2629683 |
|                                     | : |                           |
| PPL Electric Utilities Corporation, | : |                           |
|                                     | : |                           |
| Respondent.                         | : |                           |

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**MAIN BRIEF OF  
PPL ELECTRIC UTILITIES CORPORATION**

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## I. INTRODUCTION

On October 18, 2017, PPL Electric Utilities Corporation (“PPL Electric” or the “Company”) was served with the above-captioned Formal Complaint filed by Jay Larry Moyer (“Complainant”) with the Pennsylvania Public Utility Commission (“Commission”). The Complainant is a participant in PPL Electric’s virtual meter aggregation program, under which the excess generation produced by his solar generating facilities, if any, is used to offset the usage at his residence. This Formal Complaint is the Fourth Complaint<sup>1</sup> that the Complainant has filed against PPL Electric regarding the billing process and payments for virtual meter aggregation electric service provided to the Complainant’s house and detached solar array. In this Fourth Complaint proceeding, the Complainant generally has alleged that PPL Electric failed to bill and apply credits for excess generation correctly. In particular, the Complainant has contended that his residential account bills for July through November 2017 do not show his credits for excess generation being applied and when the credit does appear, it may not have been in the correct amount.

As explained in this Main Brief, the Complainant has failed to sustain his burden of proof that the billing of his accounts for April 2017 through February 2018 violated the Public Utility Code, the AEPS Act, any Commission regulation or order, or the Company’s Commission-approved tariff. PPL Electric’s unrebutted evidence shows that the Complainant’s credits were

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<sup>1</sup> The First and Second Complaints were filed at Docket Nos. C-2011-2273645 and C-2014-2444864. Both the Commission and the Commonwealth Court denied the Complainant’s claims made in the First and Second Complaints about PPL Electric’s virtual meter aggregation program and billing processes, and the Pennsylvania Supreme Court denied the Complainant’s Petition for Allowance of Appeal. *See Moyer v. PPL Elec. Utils. Corp.*, Docket Nos. C-2011-2273645, C-2014-2444864 (Order Entered May 19, 2016) (“*Moyer*”); *Moyer v. Pa. PUC*, Docket No. 882 C.D. 2016 (Pa. Cmwlth. 2016) (“*Moyer Appeal*”); *Moyer v. Pa. PUC*, Docket No. 235 MAL 2017 (Pa. 2017) (denying Petition for Allowance of Appeal). Moreover, still pending before the Commission is the Complainant’s Third Complaint at Docket No. C-2015-2511904, which concerned, among other things, PPL Electric’s bills and billing processes for the Complainant’s virtual meter aggregation accounts. On April 25, 2018, Administrative Law Judge Joel H. Cheskis issued his Initial Decision dismissing the Third Complaint.

calculated properly and applied to his accounts. Moreover, any alleged inconsistencies in his bills were explained by the Company. Further, the Complainant is barred by the doctrines of *res judicata* and collateral estoppel from re-litigating claims, issues, and requests for relief that were fully and finally resolved by the Commission and Commonwealth Court in the First and Second Complaint proceeding about PPL Electric's bills and billing process for virtual meter aggregation.

## **II. STATEMENT OF THE CASE**

On October 18, 2017, PPL Electric was served with the above-captioned Formal Complaint ("Fourth Complaint") filed by the Complainant.

On November 7, 2017, PPL Electric filed its Answer and Preliminary Objections to the Complaint.

On November 13, 2017, the Complainant filed an Answer to PPL Electric's Preliminary Objection as well as a letter correcting the page of a bill submitted with his Fourth Complaint.

On November 14, 2017, the Complainant filed a letter about correspondence he received from PPL Electric dated November 6, 2017.

On December 8, 2017, a Notice was issued informing the parties that Administrative Law Judge Joel H. Cheskis (the "ALJ") was assigned as the Presiding Officer in this proceeding.

On December 21, 2017, the ALJ issued his Order granting PPL Electric's Preliminary Objections to strike the Complainant's request for monetary damages as impertinent matter.

On January 18, 2018, a Notice was issued scheduling a telephonic hearing for March 6, 2018, before the ALJ.

Also on January 18, 2018, a Prehearing Order was issued by the ALJ setting forth certain rules and requirements for the proceeding.

On January 25, 2018, a Corrected Notice was issued turning the telephonic hearing into an in-person hearing on March 6, 2018, before the ALJ in Harrisburg, Pennsylvania.

On January 30, 2018, PPL Electric filed a Notice of Withdrawal of Appearance of Christopher T. Wright, Esquire, as counsel on behalf of the Company.

On February 5, 2018, the Complainant filed a Motion to dismiss the Company's objections to his discovery and compel responses.

On February 12, 2018, PPL Electric filed an Answer to the Motion to Compel, averring that the Motion was moot because the Company would answer the discovery responses as clarified by the Complainant.

The in-person evidentiary hearing was held as scheduled on March 6, 2018, at 10:00 AM.

On March 9, 2018, the ALJ issued a Briefing Order setting forth requirements for the briefs to be submitted in this proceeding. Under the Briefing Order, Main Briefs were due on or before April 27, 2018, and Reply Briefs were due on or before May 18, 2018.

On March 26, 2018, PPL Electric filed a letter regarding its comparison of the Complainant's phone call transcripts to the phone recordings, pursuant to the ALJ's direction at the evidentiary hearing.

On April 20, 2018, PPL Electric filed a letter requesting one-week extensions of the briefing deadlines, such that the Main Briefs would be due on or before May 4, 2018, and Reply Briefs would be due on or before May 25, 2018.

By correspondence dated April 20, 2018, the ALJ granted PPL Electric's request for one-week extensions to the briefing deadlines.

### **III. QUESTIONS PRESENTED**

1. Whether the Complainant has failed to sustain his burden of proof that PPL Electric's billing of his virtual meter aggregation accounts for April 2017 through February 2018 violated the Public Utility Code, the AEPS Act,<sup>2</sup> any Commission regulation or order, or the Company's Commission-approved tariff.

Suggested answer: *in the affirmative.*

2. Whether the Complainant is barred from re-litigating claims, issues, and requests for relief that were fully and finally resolved by the Commission and Commonwealth Court in the First and Second Complaint proceeding regarding PPL Electric's bills and billing process for virtual meter aggregation.

Suggested answer: *in the affirmative.*

### **IV. LEGAL STANDARDS**

#### **A. BURDEN OF PROOF**

Under Section 332(a) of the Public Utility Code, 66 Pa. C.S. § 332(a), "the proponent of a rule or order has the burden of proof." It is well-established that "[a] litigant's burden of proof before administrative tribunals as well as before most civil proceedings is satisfied by establishing a preponderance of evidence which is substantial and legally credible." *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600, 602 (Pa. Cmwlth. 1990). The preponderance of evidence standard requires proof by a greater weight of the evidence. *Commonwealth v. Williams*, 557 Pa. 207, 732 A.2d 1167 (1999). This standard is satisfied by presenting evidence more convincing, by even the smallest amount, than that presented by another party. *Brown v. Commonwealth*, 940 A.2d 610, 614 n.14 (Pa. Cmwlth. 2008).

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<sup>2</sup> Alternative Energy Portfolio Standards Act of 2004, 73 P.S. §§ 1648.1 – 1648.8 ("AEPS Act").

If the party seeking a rule or order from the Commission sets forth a *prima facie* case, then the burden shifts to the opponent. *MacDonald v. Pa. R.R. Co.*, 348 Pa. 558, 36 A.2d 492 (1944). Establishing a *prima facie* case requires either evidence sufficient to make a finding of fact permissible or evidence to create a presumption against an opponent which, if not met, results in an obligatory decision for the proponent. Once a *prima facie* case has been established, if contrary evidence is not presented, there is no requirement that the party seeking a rule or order from the Commission must produce additional evidence to sustain its burden of proof. See *Replegle v. Pa. Elec. Co.*, 54 Pa. PUC 528, 1980 Pa. PUC LEXIS 20 (Order entered Oct. 9, 1980); see also *Dist. of Columbia's Appeal*, 21 A.2d 883 (Pa. 1941); *Application of Pennsylvania-American Water Co. for Approval of the Right To Offer, Render, Furnish or Supply Water Serv. to the Pub. in Additional Portions Of Mahoning Twp., Lawrence Cnty., Pa.*, Docket No. A-212285F0148, 2008 Pa. PUC LEXIS 874 (Order entered Oct. 29, 2008).<sup>3</sup>

The Complainant has filed the Fourth Complaint against PPL Electric regarding the billing of the Complainant's virtual meter aggregation accounts from April 2017 through February 2018. Thus, as the proponent of a rule or order, the Complainant has the burden of proof in this case.

## **B. APPLICABLE LEGAL STANDARDS**

Section 701 of the Public Utility Code provides that "any person . . . having an interest in the subject matter . . . may complain in writing, setting forth any act or thing done or omitted to

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<sup>3</sup> In addition, any finding of fact necessary to support an adjudication of the Commission must be based upon substantial evidence. *Met-Ed Indus. Users Grp. v. Pa. PUC*, 960 A.2d 189, 193 n.2 (Pa. Cmwlth. 2008) (citing 2 Pa.C.S. § 704). Substantial evidence is such relevant evidence as a reasonable mind might accept as adequate to support a conclusion. *Borough of E. McKeesport v. Special/Temporary Civil Serv. Comm'n*, 942 A.2d 274, 281 n.9 (Pa. Cmwlth. 2008) (citation omitted). Although substantial evidence must be "more than a scintilla and must do more than create a suspicion of the existence of the fact to be established," *Kyu Son Yi v. State Bd. of Veterinary Med.*, 960 A.2d 864, 874 (Pa. Cmwlth. 2008) (citation omitted), the "presence of conflicting evidence in the record does not mean that substantial evidence is lacking." *Allied Mech. and Elec., Inc. v. Pa. Prevailing Wage Appeals Bd.*, 923 A.2d 1220, 1228 (Pa. Cmwlth. 2007) (citation omitted).

be done by any public utility in violation, or claimed violation, of any law which the commission has jurisdiction to administer, or of any regulation or order of the commission.” 66 Pa. C.S. § 701. Therefore, a complainant must generally demonstrate that the public utility violated the Public Utility Code or a Commission regulation or order.

Section 1501 of the Public Utility Code states, in pertinent part, that:

Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. Such service also shall be reasonably continuous and without unreasonable interruptions or delay. Such service and facilities shall be in conformity with the regulations and orders of the commission. Subject to the provisions of this part and the regulations or orders of the commission, every public utility may have reasonable rules and regulations governing the conditions under which it shall be required to render service. . . .

*Id.* § 1501. The Commission has exclusive jurisdiction to adjudicate “issues involving the reasonableness, adequacy, and sufficiency” of a public utility’s facilities and services. *See Elkin v. Bell of Pa.*, 420 A.2d 371, 374 (Pa. 1980) (citations omitted).

The standard set forth in Section 1501 is reasonable, not perfect service. As noted by the Commission in *Re Metropolitan Edison Co.*, 80 Pa. PUC 663, 672 (1993), Section 1501 “does not mandate perfect service nor must a public utility provide the best possible service. Most certainly, a public utility is not a guarantor of either perfect service or the best possible service.” *See also Beaty v. Verizon Pa. Inc.*, Docket No. C-2012-2300642, 2012 Pa. PUC LEXIS 1870, at \*12 (Initial Decision Oct. 12, 2012), *adopted as modified by the Commission*, Docket No. C-2012-2300642 (Order Entered July 16, 2013).

Moreover, “[i]t is not unreasonable service . . . when a utility makes a billing error so long as that error is corrected when found.” *Parker v. Peoples TWP LLC*, 2012 Pa. PUC LEXIS

1512, at \*16 (Sept. 12, 2012) (Initial Decision) (Cheskis, J.), *adopted*, Docket No. C-2012-2293532 (Order entered Dec. 20, 2012).

In addition, public utilities' tariffs have the force and effect of law and are binding on the utilities and their customers. *See PPL Elec. Utils. Corp. v. Pa. PUC*, 912 A.2d 386, 402 (Pa. Cmwlth. 2006) (citing 66 Pa. C.S. § 1303 and *Pa. Elec. Co. v. Pa. PUC*, 663 A.2d 281, 284 (Pa. Cmwlth. 1995)).

## V. SUMMARY OF ARGUMENT

The Fourth Complaint should be denied in its entirety and with prejudice because the Complainant has failed to sustain his burden of proof that PPL Electric's billing of his virtual meter aggregation accounts for April 2017 through February 2018 violated the Public Utility Code, the AEPS Act, any Commission regulation or order, or the Company's Commission-approved tariff.

First, PPL Electric calculated and applied all of the credits owed to the Complainant for the excess generation produced by his solar array from April 2017 through February 2018. Although the Complainant has alleged that he does not know whether the Company applied the correct dollar amounts of credits to his residential account for the excess generation produced by his solar array, the Company's unrebutted evidence shows that PPL Electric calculated the credits correctly and applied them to the Complainant's residential account. Such evidence ties out to the Complainant's own bills and account statement. As a result, the record shows that Complainant suffered absolutely no financial harm.

Second, the Company has explained any inconsistencies in the Complainant's bills for July through November 2017. Specifically, the credit for the July 2017 bill was applied one day late and, therefore, does not appear on the bill, and the bills for August through November 2017

do not show the full credit for excess generation as a separate “Excess Credit” line item. These inconsistencies were the result of inadvertent errors by new Company personnel and were corrected. Indeed, a comparison of the Complainant’s bills before July 2017 and after November 2017 shows that he is again receiving bills with the “Excess Credit” appearing as a separate line item. Further, the Company has taken additional steps to try to correct the inconsistencies and prevent them from happening again.

Finally, the Complainant cannot re-litigate claims, issues, and requests for relief that were fully and finally resolved by the Commission and Commonwealth Court regarding PPL Electric’s bills and billing process for virtual meter aggregation. In the First and Second Complaint proceeding, the Complainant previously litigated, among other things, whether PPL Electric’s bills and manual billing process for virtual meter aggregation violated the law and whether the Company should be directed to implement an automated billing process for virtual meter aggregation, issue a single bill to the Complainant, and list a series of additional information on the Complainant’s bills. The Commission entered a final judgment on the merits on these issues and claims, which was upheld by the Commonwealth Court. Therefore, the Complainant is barred by *res judicata* and collateral estoppel from re-litigating any of the claims, issues, and requests for relief from the First and Second Complaint proceeding.

For these reasons, and as further explained in detail below, the Commission should deny the Fourth Complaint with prejudice.

## **VI. ARGUMENT**

### **A. BACKGROUND**

#### **1. Overview of Net Metering and Virtual Meter Aggregation**

Net metering is the process by which an eligible renewable customer-generator's account is credited for generating electricity from a qualifying Tier I or Tier II alternative energy source pursuant to the AEPS Act and the Commission's net metering regulations. (Tr. 84) A basic example is a customer who installs solar panels on his or her roof to generate electricity. (Tr. 84) Net metering allows customer-generators to use the electricity produced from eligible alternative energy systems to offset all or a portion of the customer-generator's electric usage. (Tr. 84-85) If a customer-generator supplies more electricity to the electric distribution system than the electric distribution company delivers to the customer-generator in a given billing period, the excess generation is carried forward and credited against the customer-generator's usage in subsequent billing periods at the full retail rate, which includes the distribution charge, transmission service charge, generation supply charge, and any riders applicable to the customer rate schedule. (Tr. 85-86, 125) Any excess, unused generation continues to accumulate until the end of the PJM Interconnection LLC ("PJM") Planning Period (May 31st of each year) and is then cashed out at the electric distribution company's applicable Price-to-Compare ("PTC") and paid to the customer-generator. (Tr. 125-26; PPL Electric Exhibit No. 7, p. 11); *see* 52 Pa. Code § 75.13(e).

Under net metering, the renewable customer-generator is equipped with a single bidirectional meter that can measure and record the flow of electricity in both directions at the same rate, meaning when electricity is used, it runs forward and when electricity is generated, it runs backward. (Tr. 84-85)

Meter aggregation is the process by which an eligible renewable customer-generator is able to aggregate multiple properties he or she owns or leases and operates for purposes of net metering. (Tr. 85) Under the Commission's regulations, the AEPS Act, and PPL Electric's tariff, these properties must be located within two miles of the boundaries of the renewable customer-generator's property and located within the Company's service territory. 52 Pa. Code § 75.14(e); 73 P.S. § 1648.2; (PPL Electric Exhibit No. 6, p. 2) There are two types of meter aggregation: (1) physical meter aggregation; and (2) virtual meter aggregation. (PPL Electric Exhibit No. 6, p. 2)

Physical meter aggregation is when a customer-generator, at his or her expense, physically connects the generating facilities to his or her single meter. (PPL Electric Exhibit No. 6, p. 2) Since the facilities are physically connected to a single meter on the customer-generator's other property, it operates like traditional net metering. *See* 52 Pa. Code § 75.12; (PPL Electric Exhibit No. 6, p. 2)

Virtual meter aggregation is when the customer-generator's generating facilities and other property are not physically connected to the same meter. *See* 52 Pa. Code § 75.12; (PPL Electric Exhibit No. 6, p. 2) Instead, the Company measures the electricity generated and used at the generating facilities (the solar facility for purposes of the Complainant) and aggregates that with the customer's usage at his or her other property (the residential account for purposes of the Complainant). *See* 52 Pa. Code §§ 75.12, 75.13(d); (Tr. 85-86) Under this scenario, there are at least two separately-metered accounts: (1) a metered account for the generating facilities (also called a host account); and (2) a metered account for the customer's other property (also called a satellite account) where the usage is offset by excess generation from the generating facilities. (Tr. 86-87, 123, 127-28)

## 2. Overview of PPL Electric's Manual Billing Process for Virtual Meter Aggregation

The Company uses a manual billing process for virtual meter aggregation. (Tr. 123-24; PPL Electric Exhibit No. 5) Rather than an automated billing process, PPL Electric's personnel use an established manual process to aggregate the excess generation from the solar account with the usage at the residential account. (Tr. 123-24; PPL Electric Exhibit No. 5) The Company measures the generation at the generation facility account and aggregates it with the usage at the other account. (Tr. 123-24; PPL Electric Exhibit No. 5) The excess generation is applied up to the usage metered at each other account. (Tr. 123) This allocation is done on a one-to-one kWh basis, meaning that one kWh generated at the generation facility account is applied as one kWh at the other account. (Tr. 123, 125); *see* 52 Pa. Code § 75.14(d). The excess generation being applied typically appears as a dollar amount on the other account's bill. (*See* Tr. 123-25; *see, e.g.,* Moyer Exhibits 102 and 104) The dollar amount equals the value of the excess generation being applied times the other account's full retail rate during the applicable billing cycle. (Tr. 123-25) Any unused excess generation that remains after applying the excess credit is then banked in kWhs and carried forward to offset usage in subsequent billing cycles. (Tr. 125) Any banked generation remaining at the end of the PJM planning year (*i.e.,* May 31<sup>st</sup> of each year) is then cashed out at the PTC for the generation facility account. (Tr. 125-26; PPL Electric Exhibit No. 7, p. 11); *see* 52 Pa. Code § 75.13(e).

For virtual meter aggregation customer-generators, PPL Electric uses computer software to track, record, store, and calculate the excess generation produced, the credits applied, and the cash outs paid. (*See* PPL Electric Exhibit No. 5) For each virtual net meter aggregation customer, the Company maintains a computer generated spreadsheet that tracks, on a monthly basis, the excess generation at the generation facility account and the allocation of excess kWh to

each usage account. (See PPL Electric Exhibit No. 5) In general, the personnel retrieve the excess kilowatt hours from the solar account, input that data into a spreadsheet to calculate the credit owed based on the full retail value, and apply that credit to the residential account.<sup>4</sup> (Tr. 123-24; PPL Electric Exhibit No. 5) There is a one-month lag between when the credit is generated and when it is applied to the residential account due to the time it takes PPL Electric's personnel to input the data into the spreadsheet and perform the necessary calculations. (Tr. 29-30, 182-83; see PPL Electric Exhibit No. 7, p. 30) In other words, the credit for excess generation produced in April 2017 would appear on the May 2017 bill.<sup>5</sup>

Importantly, in the First and Second Complaint proceeding, the Complainant previously challenged the Company's use of the same manual billing process for virtual meter aggregation. The Commission held that PPL Electric's manual billing process was reasonable and lawful and that an automated billing process was not required. (See PPL Electric Exhibit No. 7, pp. 22-24) In particular, the Commission found the following:

The record affirms that PPL's billing system currently is unable to transfer and aggregate data from two separately-metered accounts. Additionally, PPL's billing system is unable to accommodate negative meter readings that result when a generation facility produces more electricity than it uses. As such, PPL must use a manual billing process for its virtual meter aggregation program. PPL R.B. 16-17. The record also affirms that PPL presented detailed evidence explaining how it uses its manual billing process to calculate and apply credits owed to its virtual meter aggregation customer-generators. Although the Complainant excepts to the

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<sup>4</sup> PPL Electric has a manual that details the process for its staff to access, update, and post the spreadsheet. (See PPL Electric Exhibit No. 5) As seen in PPL Electric Exhibit No. 5, PPL Electric's personnel retrieve the relevant meter readings from the generation account and then input the meter readings from the generation account into the spreadsheet. (PPL Electric Exhibit No. 5, pp. 1-2) Next, the employee obtains the total usage in kWh for each usage account and inputs those values into the spreadsheet. (PPL Electric Exhibit No. 5, pp. 2-7) The formulas in the spreadsheet then automatically calculate the credits owed for that billing cycle. (PPL Electric Exhibit No. 5, p. 5) ("After entering excess generation numbers[,] the spreadsheet will calculate the credits due")

<sup>5</sup> As seen in PPL Electric Exhibit No. 10 (Column 9), the Complainant generated a credit of \$56.03 in April 2017. (PPL Electric Exhibit No. 10, p. 1) The \$56.03 credit then appeared on the Complainant's residential bill for May 2017. (See Moyer Exhibit 102, p. 2)

ALJ's finding that PPL's manual billing process is accurate and inexpensive, we agree with PPL that he has not offered any credible evidence to rebut this finding.

As noted above, the ALJ also found reasonable PPL's explanation why it continues to utilize a manual billing process for its customer-generators that are enrolled in its virtual meter aggregation program. We agree. The Complainant has not offered any evidence to rebut PPL's assertion that, at present, there are only ninety-eight participants in its virtual metering program and that the Complainant is the only one of these customer-generators that has taken issue with PPL's manual billing process. Therefore, we find PPL's argument persuasive that given the small number of its customers that are enrolled in virtual meter aggregation and the cost that would be necessary to upgrade its billing system, automating its billing process would not be a prudent expense at this time. Specifically, we concur with PPL that it would not be reasonable for it to shift the costs of developing and implementing an automated billing process for its virtual meter aggregation program, which would only benefit a small portion of its customer base, on to all of its ratepayers. Accordingly, we shall deny the Complainant's request that we direct PPL to implement an automated billing process for its customer-generators that are enrolled in virtual meter aggregation

(PPL Electric Exhibit No. 7, pp. 23-24)

### **3. History of the Complainant's Virtual Meter Aggregation Accounts for April 2017 through February 2018**

PPL Electric Exhibit No. 10 shows how the manual billing process has been used to aggregate, credit, and bill the Complainant's accounts from April 2017 through February 2018, which is the time period relevant to this Fourth Complaint. PPL Electric Exhibit No. 10 demonstrates that using the manual billing process, the Company has calculated the credits correctly and applied them during this time period. Specifically, PPL Electric Exhibit No. 10 catalogs all of the relevant information for each of the Complainant's monthly bills from April 2017 through February 2018:

- Column 1 - The applicable billing date.

- Column 2 - The meter reading for the solar account (solar facilities) as registered on the single bidirectional meter used at the solar account.
- Column 3 - The excess generation (kWh) produced at the solar account, determined from the meter reading at the solar account. This is determined from the difference between the meter reading in the current billing cycle and the meter reading from the prior billing cycle. For example, for excess kWh hours for May 2017 is the difference between the April 2017 meter read (69131) and the May 2017 meter read (68584) = 547 kWh.<sup>6</sup>
- Column 4 - The full retail rate applicable to the residential account (in cents per kWh) used to calculate the value of the excess generation produced by the solar account.
- Column 5 - The monthly value of the excess generation in dollars. This is calculated by multiplying the total excess generation for the month (Column 3) by the full retail rate applicable during that month (Column 4).
- Column 6 - The meter reading at the residential account.
- Column 7 - The usage (kWh) at the residential account. This is determined from the difference between the meter reading in the current billing cycle and the meter reading from the prior billing cycle.
- Column 8 - The credits (kWh) applied (if any) to the residential account. This column reflects that credits that were actually applied to the Complainant's account.
- Column 9 - The dollar value of any credits applied to the residential account (Column 8) at the full retail rate (Column 4).
- Column 10 - The balance of any remaining net excess generation (kWh) that is banked at the solar account, carried forward, and applied to offset usage in subsequent billing cycles. This is determined from the balance of any credits due in the prior month (Column 10) plus the excess generation produced during the monthly billing cycle (Column 3) minus any usage at the residential account (Column 7).
- Column 11 - The cents per kWh used to calculate the annual cash-out, if any.
- Column 12 - The value of the annual cash-out in dollars actually issued to the Complainant, if any.
- Column 13 - The available residential account balance shown on the Complainant's bill.

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<sup>6</sup> If the bidirectional meter is running backward (a lower meter read than the month before), then the alternative energy system is producing more electricity than it is consuming, *i.e.*, excess generation. If, however, the bidirectional meter is running forward (a higher meter read than the month before), then the alternative energy system is consuming more electricity than it is producing.

- Column 14 - The payments made, if any, by the Complainant toward the residential account balance.
- Column 15 - Comments to help explain what occurred during that period.

PPL Electric Exhibit No. 10 ties out to the Complainant's account statements and bills and accurately reflects how the Company calculated and applied credits for the Complainant's excess generation from April 2017 through February 2018.

**B. THE COMPLAINANT HAS FAILED TO SUSTAIN HIS BURDEN OF PROOF THAT THE BILLING OF HIS ACCOUNTS FOR APRIL 2017 THROUGH FEBRUARY 2018 CONSTITUTED A REGULATORY VIOLATION**

The Complainant has failed to sustain his burden of proof that PPL Electric's billing of his virtual meter aggregation accounts for April 2017 through February 2018 violated the Public Utility Code, the AEPS Act, any Commission regulation or order, or the Company's Commission-approved tariff. The Complainant contests the "transparency" of the bills he received for his virtual meter aggregation accounts, in particular the five bills for his residential account issued in July, August, September, October, and November of 2017.<sup>7</sup> (Tr. 39)

As explained below, PPL Electric calculated and applied all of the credits for excess generation that were owed to the Complainant for the time period of April 2017 through February 2018. Therefore, the Complainant never suffered any financial harm. Further, as to any inconsistencies in the presentation of the Complainant's bills for July through November 2017, PPL Electric has explained those inconsistencies and taken steps to ensure they do not occur in the future. Indeed, it is undisputed that after November 2017, the Complainant received bills in the same format as the ones he received before July 2017. Finally, even if the

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<sup>7</sup> These bills were due to be paid by the Complainant on August 1, August 30, October 2, October 31, and November 29, 2017. (See Moyer Exhibits 106, 108, 110, 112, and 114)

Complainant has sustained his burden of proof, which he clearly has not, a civil penalty is not warranted under these circumstances.

**1. PPL Electric Calculated and Applied All of the Credits for Excess Generation that Were Owed to the Complainant**

PPL Electric accurately calculated and applied the Complainant's credits for generating electricity using the Company's manual billing process, as shown by the Complainant's residential bills and account statement as well as PPL Electric Exhibit No. 10. (See Tr. 135; PPL Electric Exhibit Nos. 1 and 10; Moyer Exhibits 102, 104, 106, 108, 110, 112, 114, 116) The Complainant, however, has alleged that he does not know whether the Company applied the correct dollar amounts of credits to his residential account for the excess generation produced by his solar array. (Tr. 38-39) Specifically, the Complainant raises concerns with his bills for July through November 2017. (Tr. 18-21)

As seen in PPL Electric Exhibit No. 10 and in the list below, the unrebutted record evidence shows that PPL Electric accurately calculated and applied all of the credits owed to the Complainant for these months. (See Tr. 135)

1. July 2017 bill (due August 1, 2017) in the amount of \$126.27.
  - a. The \$66.43 credit was applied on July 12, 2017, *i.e.*, one day after the bill was generated, due to an inadvertent error. (PPL Electric Exhibit No. 1, p. 5; PPL Electric Exhibit No. 10, p. 1; Tr. 131) As a result, the "Excess Credit" was not shown on the bill. (PPL Electric Exhibit No. 10, p. 1; Tr. 131)
  - b. The application of this credit to the account was reflected in the next month's bill. (PPL Electric Exhibit No. 10, p. 1)
2. August 2017 bill (due August 30, 2017) in the amount of \$80.83.
  - a. A total credit of \$155.04 was applied to his account and is reflected on his bill. (PPL Electric Exhibit No. 1, p. 5; PPL Electric Exhibit No. 10, p. 1; Moyer Exhibit 108, p. 2)

- b. The \$155.04 credit equaled the prior billing period's credit of \$66.43 plus the current billing period's credit of \$88.61. (PPL Electric Exhibit No. 1, p. 5; PPL Electric Exhibit No. 10, p. 1)
  - c. The Complainant's previous account balance was \$126.27. (Moyer Exhibit 108, p. 2; PPL Electric Exhibit No. 1, p. 5)
  - d. The Complainant made no payment toward that account balance. (Moyer Exhibit 108, p. 2; PPL Electric Exhibit No. 1, p. 5; Tr. 41-43)
  - e. When the \$155.04 credit was applied, the Complainant's account balance as of August 9, 2017, was reduced to \$0.00 because it exceeded the previous account balance of \$126.27. (Moyer Exhibit 108, p. 2)
  - f. This resulted in \$28.77 in credit being leftover (*i.e.*, \$155.04 minus \$126.27 equals \$28.77). The remaining credit of \$28.77 was then applied to the Complainant's current charges and was shown as an "Excess Credit" on the bill. (Moyer Exhibit 108, p. 2; PPL Electric Exhibit No. 10, p. 1)
3. September 2017 bill (due October 2, 2017) in the amount of \$150.40.
- a. A credit of \$72.02 was applied to his account and is reflected on his bill. (PPL Electric Exhibit No. 1, p. 5; PPL Electric Exhibit No. 10, p. 1; Moyer Exhibit 110, p. 2)
  - b. The Complainant's previous account balance was \$80.83. (Moyer Exhibit 110, p. 2; PPL Electric Exhibit No. 1, p. 5)
  - c. The Complainant made no payment toward that account balance. (Moyer Exhibit 110, p. 2; Tr. Tr. 43-44)
  - d. Therefore, when the credit of \$72.02 was applied, the Complainant's account balance as of September 11, 2017, was reduced to \$8.81 (*i.e.*, \$80.83 minus \$72.02 equals \$8.81). (Moyer Exhibit 110, p. 2; PPL Electric Exhibit No. 10, p. 1)
  - e. The account balance of \$8.81 was then added to the Complainant's current charges to produce the total amount owed of \$150.40. (Moyer Exhibit 114, p. 2)

4. October 2017 bill (due October 31, 2017) in the amount of \$171.14.
  - a. A credit of \$77.02 was applied to his account and is reflected on his bill.<sup>8</sup> (PPL Electric Exhibit No. 1, p. 6; PPL Electric Exhibit No. 10, pp. 1-2; Moyer Exhibit 112, p. 2)
  - b. The Complainant's previous account balance was \$150.40. (Moyer Exhibit 112, p. 2; PPL Electric Exhibit No. 1, p. 6)
  - c. The Complainant made no payments toward that account balance before the bill was generated. (Moyer Exhibit 112, p. 2; Tr. 44-45)
  - d. As a result, when the credit of \$77.02 was applied, the Complainant's account balance as of October 10, 2017, was reduced to \$73.38 (*i.e.*, \$150.40 minus \$77.02 equals \$73.38). (Moyer Exhibit 112, p. 2; PPL Electric Exhibit No. 10, pp. 1-2)
  - e. The account balance of \$73.38 was then added to the Complainant's current charges to produce the total amount owed of \$171.14. (Moyer Exhibit 112, p. 2)
5. November 2017 bill (due November 29, 2017) in the amount of \$124.27.
  - a. A credit of \$71.07 was applied to his account and is reflected on his bill. (PPL Electric Exhibit No. 1, p. 5; PPL Electric Exhibit No. 10, p. 1; Moyer Exhibit 114, p. 2)
  - b. The Complainant's previous account balance was \$171.03. (Moyer Exhibit 114, p. 2; PPL Electric Exhibit No. 1, p. 6)
  - c. This account balance \$171.03 equaled the previous bill of \$171.14 minus a \$0.11 late payment charge, which was removed on October 23, 2017, as a courtesy to the Complainant. (Moyer Exhibit 114, p. 2; PPL Electric Exhibit No. 1, p. 6; PPL Electric Exhibit No. 10, p. 2)
  - d. The Complainant made four payments totaling \$64.58<sup>9</sup> before the bill was generated. (Moyer Exhibit 114, p. 2; PPL Electric Exhibit No. 1, p. 6; PPL Electric Exhibit No. 10, p. 2; Tr. 44-45)

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<sup>8</sup> As shown in PPL Electric Exhibit No. 1, the Company initially applied a credit of \$77.08 on September 22, 2017. (PPL Electric Exhibit No. 1, p. 6) PPL Electric then applied a "debit transfer charge" of \$0.06 on September 27, 2017, to correct the amount of the credit. (PPL Electric Exhibit No. 1, p. 6; PPL Electric Exhibit No. 10, p. 1) The \$77.02 credit reflects this \$0.06 adjustment. (PPL Electric Exhibit No. 1, p. 6; PPL Electric Exhibit No. 10, p. 1)

<sup>9</sup> The Complainant made four separate payments on November 7, 2017, of \$15.87, \$16.18, \$16.18, and \$16.35, and totaling \$64.58. (PPL Electric Exhibit No. 1, p. 6; PPL Electric Exhibit No. 10, p. 2) Each of these payments corresponds to the amount of the customer charge for the bills due August 1, August 30, October 2, and

- e. These payments totaling \$64.58 were subtracted from the previous account balance of \$171.03. (Moyer Exhibit 114, p. 2; PPL Electric Exhibit No. 10, p. 2)
- f. Therefore, when the credit of \$71.07 was applied, the Complainant's account balance as of November 8, 2017, was reduced to \$35.38 (*i.e.*, \$171.03 minus \$64.58 minus \$71.07 equals \$35.38). (Moyer Exhibit 114, p. 2; PPL Electric Exhibit No. 10, p. 2)
- g. The account balance of \$35.38 was then added to the Complainant's current charges to produce the total amount owed of \$124.27. (Moyer Exhibit 114, p. 2)

In sum, PPL Electric Exhibit No. 10 is an accurate record of the crediting and billing history of the Complainant's accounts. The exhibit ties out to the Complainant's own bills and the account statement for the Complainant's residential account. Further, it demonstrates that although the Company inadvertently applied the credit for the July 2017 bill one day late and did not present the "Excess Credits" as separate line items on some of these bills,<sup>10</sup> the Complainant has been appropriately billed for his usage and credited for his generation. Thus, the unrebutted record evidence shows that PPL Electric calculated and applied all of the credits for the excess generation that were owed to the Complainant.

**2. PPL Electric Has Explained Any Inconsistencies in the Complainant's Bills for July through November 2017 and Has Taken Steps to Prevent Those Inconsistencies from Occurring Again**

The Complainant also has raised an issue with how his credits for excess generation appeared on the July through November 2017 bills for his residential account. (Tr. 18-21) According to the Complainant, his credits did not appear on some of these bills and when the credit did appear, it may not have been in the correct amount. (Tr. 18-21)

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October 31. (PPL Electric Exhibit No. 10, p. 2; *see* Tr. 45-46; Moyer Exhibit 106, p. 2; Moyer Exhibit 108, p. 2; Moyer Exhibit 110, p. 2; Moyer Exhibit 112, p. 2)

<sup>10</sup> *See* Section VI.B.2., *infra*.

PPL Electric has explained all of the inconsistencies in the Complainant's residential bills for July through November 2017. First, as mentioned previously, the credit for the July 2017 bill did not appear on the bill because the credit was applied on July 12, 2017, one day after the bill was generated on July 11, 2017. (PPL Electric Exhibit No. 10, p. 1; Tr. 131) This was an inadvertent error by PPL Electric's personnel, Ms. Nalesnik, who recently started her new position to calculate and apply the credits for the Complainant. (PPL Electric Exhibit No. 10, p. 1; Tr. 131) Nevertheless, the full credit was applied to the Complainant's account balance the very next day and was reflected in the next month's bill. (PPL Electric Exhibit No. 10, p. 1; Tr. 131-32) Therefore, the Complainant was not harmed by this inadvertent omission.

Second, the Company has clarified why the Complainant's residential bills for August through November 2017 do not show the full credit for excess generation as a separate "Excess Credit" line item. Prior to his July 2017 bill, the Complainant's bills for his residential account showed the credit for excess generation as a separate "Excess Credit" line item. (*See* Moyer Exhibit 102, p. 2; Moyer Exhibit 104, p. 2) For example, the June 2017 bill showed an "Excess Credit" of \$65.91 being applied to the current charges. (*See* Moyer Exhibit 104, p. 2) Beginning with the bill for August 2017, however, the credits were reflected in the calculation of the Complainant's past due account balance. (Tr. 134-37; *see* Moyer Exhibits 108, 110, 112, 114) For example, the September 2017 bill showed the previous account balance being reduced from \$80.83 to \$8.81, despite no payment by the Complainant to that past due amount. (Tr. 135-36; Moyer Exhibit 110, p. 2) The reduction in the previous account balance was due to a \$72.02 credit being applied to the account. (Tr. 135-36)

The "Excess Credit" was not consistently shown in the Complainant's bills as a separate line item because Ms. Nalesnik, who had recently taken over the responsibility for calculating

and applying the credits in May 2017, applied the credits to the Complainant's past due balances first instead of his current charges. (Tr. 136-37) Ms. Nalesnik thought she was actually helping the Complainant by applying the credits to the past due balances first, as he had refused to pay his bills for several months and was carrying past due balances from month to month. (Tr. 136-37) Unknown to Ms. Nalesnik, however, applying the credits in this manner resulted in the credits not appearing as a separate "Excess Credit" line item in the bill. (Tr. 136-37) It also caused the August 2017 bill to show an "Excess Credit" of \$28.77 because that was the amount of the \$155.04 credit remaining after the credit was applied to the previous account balance of \$126.27. (Tr. 136-37, 165, 171-72; PPL Electric Exhibit No. 10, p. 1) If the Complainant had paid his bills in full and not been carrying a past due balance, the credits would have been applied to his current charges and shown as separate "Excess Credit" line items. (Tr. 137)

After PPL Electric became aware of these inconsistencies, the Company investigated and explained to the Complainant what occurred and how the bills actually showed the amount of the credits he received. (Tr. 137-40) Indeed, although the credits may not have appeared as separate "Excess Credit" line items, the Complainant's bills still showed the previous account balances being reduced. (Tr. 135-36, 164) Because the Complainant never paid any of these bills in full, the only logical reason his past due balances would decrease otherwise would be the Company crediting his residential account. (See Tr. 164)

Notwithstanding, the Company has taken several steps to try to correct the inconsistencies and ensure that they do not happen again. First, the Company began applying the credit to the current charges instead of the previous account balance. (Tr. 135-36, 177) As a result, the Complainant is now receiving bills for his residential account in the same format as he

was accustomed to receiving before July 2017. (*Compare* Moyer Exhibits 102 and 104, *with* Moyer Exhibit 116)

Second, Ms. Nalesnik tried to cancel the bills and issue corrected bills to the Complainant that showed the credits applied as a separate “Excess Credit” line item; however, this was not successful. (Tr. 140-41) Third, Ms. Nalesnik placed a “hold bill” on the Complainant’s account in November 2017, which means that she personally reviews every one of the Complainant’s bills to ensure the credits are applied correctly before the bills are issued to the Complainant. (Tr. 142-43)

Fourth, Ms. Nalesnik established reminders to alert her when the Complainant’s bills are about to be generated, so she can check the account and ensure that the credits are applied properly. (Tr. 142) Fifth, to help ensure the Complainant receives consistent information about his accounts, the Company has designated Ms. Nalesnik as the Complainant’s “special situation contact,” so all customer service inquiries related to the Complainant’s accounts are directed to Ms. Nalesnik. (Tr. 143) Finally, PPL Electric has a “double-check process in place where after the credits are applied,” an employee reviews the credits to ensure they were accurately applied. (Tr. 187)

Based on the foregoing, the Company has provided explanations for all of the inconsistencies in the Complainant’s bills and has taken steps to try to correct those inconsistencies and prevent them from occurring again.

**3. Even if the Complainant Has Sustained His Burden of Proof, a Civil Penalty Is Not Warranted**

For the reasons explained above, the Complainant has failed to sustain his burden of proof that PPL Electric violated the Public Utility Code, the AEPS Act, any Commission regulation or order, or the Company’s Commission-approved tariff. Nevertheless, even

assuming *arguendo* that the Complainant did sustain his burden of proof, which he has not, a civil penalty is not warranted under the circumstances of this case.

The Commission's policy statement at 52 Pa. Code § 69.1201(c) sets forth a series of factors (*i.e.*, the *Rosi*<sup>11</sup> factors) that the Commission considers in determining whether a civil penalty for violating a Commission order, regulation, or statute is appropriate and, if so, the amount of such penalty. *See* 52 Pa. Code § 69.1201(c)(1)-(10). Here, the *Rosi* factors weigh in favor of PPL Electric, and a civil penalty is not appropriate in this case.

First, the conduct was not of a "serious nature." *Id.* § 69.1201(c)(1). There was no willful fraud or misrepresentation. PPL Electric's new personnel merely took over and applied the credit one day late for his July 2017 bill. Moreover, PPL Electric's new personnel applied the credits for the next few months to the Complainant's past due and unpaid balances because she thought this would actually help the Complainant. She did not know this would result in the credit for excess generation not appearing as a separate line item. These technical oversights do not warrant a civil penalty.

Second the resulting consequences of the Company's conduct were not "of a serious nature." *Id.* § 69.1201(c)(2). There was no personal injury or property damage. Further, the Complainant received all of the credits he was owed for the excess generation produced by his solar arrays. Although there may have been some misunderstanding over the bills he received, Ms. Nalesnik explained why his bills were appearing that way and assured the Complainant that he received all of the credits he was owed.

Third, the conduct was not "intentional." *Id.* § 69.1201(c)(3). As explained previously, Ms. Nalesnik inadvertently applied the credit for his July 2017 bill one day late. Moreover,

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<sup>11</sup> *See Rosi v. Bell Atlantic-Pa., Inc.*, Docket No. C-00992409, 2000 Pa. PUC LEXIS 5 (Order entered Mar. 16, 2000).

when applying the credits to the Complainant's unpaid and past due balance, she thought this would help the Complainant and did not know it would cause the credit not to appear as a separate line item on his residential bills.

Fourth, PPL Electric took several steps to try to address the Complainant's issues with these bills and prevent them from occurring in the future. *See id.* § 69.1201(c)(4). As explained previously, the Company stopped applying the credit to the previous account balance and began applying the credit to the current charges again. (Tr. 135-36, 177) This resulted in the "Excess Credit" appearing against as a separate line item. (*See* Moyer Exhibit 166, p. 2) Consequently, the Complainant is now receiving bills in the same format as he was accustomed to receiving before July 2017. (*Compare* Moyer Exhibits 102 and 104, *with* Moyer Exhibit 116) Additionally, Ms. Nalesnik tried to cancel the bills and issue corrected bills to the Complainant that showed the credits applied as a separate "Excess Credit" line item. (Tr. 140-41) However, these attempts were unsuccessful. (Tr. 140) Further, Ms. Nalesnik placed a "hold bill" on the Complainant's account, so she personally reviews each of the Complainant's bills to ensure the credits are applied correctly before the bills are issued to the Complainant. (Tr. 142-43) Ms. Nalesnik also established reminders to alert her when the Complainant's bills are about to be generated, so she can check the account and make sure that the credits are applied properly. (Tr. 142) Moreover, the Company has designated Ms. Nalesnik as the Complainant's "special situation contact," so that all customer service inquiries related to the Complainant's accounts are directed to Ms. Nalesnik and she can ensure that the Complainant receives consistent information about his accounts. (Tr. 143) Finally, PPL Electric has an employee essentially audit the credits applied to virtual meter aggregation accounts to help ensure that the credits were applied accurately. (Tr. 187)

Fifth, the Complainant was the only customer affected, and the Complainant only received five bills where the full “Excess Credit” did not appear as a separate line item. *See id.* § 69.1201(c)(5).

Sixth, if a violation is found, the Commission should consider PPL Electric’s compliance history and note this case as an “isolated incident from an otherwise compliant utility.” *See id.* § 69.1201(c)(6).

Seventh, there is no need for a civil penalty to deter future violations. *See id.* § 69.1201(c)(8). PPL Electric already has addressed the Complainant’s issues and taken steps to ensure that they do not happen again. Moreover, nothing in the record demonstrates that PPL Electric has violated the Public Utility Code, the AEPS Act, any Commission regulation or order, or the Company’s Commission-approved tariff. Thus, there is nothing to deter. The Company will continue to comply with the Commission’s directives on its virtual meter aggregation program regardless of the amount of any such civil penalty or fine.

Eighth, past Commission decisions in similar cases warrant no civil penalty. *See id.* § 69.1201(c)(9). Indeed, the Commission found no violation by the Company in the First and Second Complaint proceeding and rejected the Complainant’s request that the Commission impose civil penalties. (See PPL Electric Exhibit No. 7) Moreover, in *Parker v. Peoples TWP LLC*, the complainant alleged that she received incorrect bills and that the utility was not calculating and applying low-income credits correctly. *Parker v. Peoples TWP LLC*, 2012 Pa. PUC LEXIS 1512, at \*1-2 (Sept. 12, 2012) (Initial Decision) (Cheskis, J.) (“*Parker*”), adopted, Docket No. C-2012-2293532 (Order entered Dec. 20, 2012). Although the utility “admitted during the hearing that mistakes were made,” those billing errors were corrected. *Parker*, at \*12-16. Accordingly, the presiding ALJ dismissed the complaint with prejudice, reasoning that “[i]t

not unreasonable service . . . when a utility makes a billing error so long as that error is corrected when found.” *Id.* at \*16, 20. Here, as explained previously, the record shows that PPL Electric has made all necessary corrections to the billing of the Complainant’s accounts.

Ninth, the Commission should consider other relevant factors. 52 Pa. Code § 69.1201(c)(10). At all times material to this proceeding, PPL Electric has acted in good faith. Indeed, PPL Electric has gone above and beyond trying to accommodate the Complainant, including, but not limited to: (1) making numerous attempts to settle and resolve the Complainant’s concerns; (2) trying to create new bills for July through November 2017 that show the credit for excess generation as a separate “Excess Credit” line item; (3) establishing other protocols to improve the customer service provided to the Complainant and ensure that his accounts are billed and credited timely and appropriately; and (4) sending the Complainant the year-end calculation sheets that show his billing and crediting history and offering to send those calculation sheets on an annual basis going forward (Tr. 186).

Based on the foregoing, PPL Electric submits that it would be unreasonable to impose a penalty on the Company.

**C. THE COMPLAINANT IS BARRED FROM RE-LITIGATING CLAIMS, ISSUES, AND REQUESTS FOR RELIEF THAT WERE FULLY AND FINALLY RESOLVED BY THE COMMISSION AND COMMONWEALTH COURT REGARDING PPL ELECTRIC’S BILLS AND BILLING PROCESS FOR VIRTUAL METER AGGREGATION**

The Complainant is barred by the doctrines of technical *res judicata* (claim preclusion) and collateral estoppel (issue preclusion) from re-litigating claims, issues, and requests for relief that were fully and finally resolved by the Commission and Commonwealth Court regarding the Company’s bills and billing process for virtual meter aggregation.

*Res judicata*, or claim preclusion, prevents a future suit between the same parties on the same cause of action after final judgment is entered on the merits of the action. *See PMA Ins.*

*Grp. v. Workmen's Compensation Appeal Bd. (Kelley)*, 665 A.2d 538 (Pa. Cmwlth. 1995), *appeal denied*, 1996 Pa. LEXIS 619 (Pa. 1999). Collateral estoppel, or issue preclusion, prevents re-litigation of an issue of fact or law between the same parties upon a different claim or demand. *See Fiore v. Commonwealth*, 508 A.2d 371, 374 (Pa. Cmwlth. 1986). Collateral estoppel prohibits the re-litigation of an "issue of law or fact in a subsequent action" when: "(1) the legal or factual issues are identical; (2) they were actually litigated; (3) they were essential to the judgment; and (4) they were material to the adjudication." *PMA Ins.*, 665 A.2d at 541 (citation omitted); *see Fiore*, 508 A.2d at 374 (citation omitted).

Here, the Complainant previously filed his First and Second Complaints against PPL Electric, which challenged PPL Electric's virtual meter aggregation program, bills, and billing process. In that proceeding, the Complainant argued, *inter alia*, that the Company's bills and manual billing process for virtual meter aggregation were unlawful. (*See PPL Electric Exhibit No. 7*, pp. 10-12, 18-19, 22-29) Among other things, the Complainant requested that PPL Electric: (1) implement an automated billing process for virtual meter aggregation because the manual billing process was allegedly inadequate; (2) issue the Complainant a single bill for his two accounts; (3) list a series of information on his bills, including "the amount of electricity generated by his solar facility, the per-unit value of generation, and the amount of credit expressed in kWh"; (4) refund the demand and customer charges paid by the Complainant; and (5) be fined for implementing its manual billing process and allegedly disregarding the intent of the AEPS Act. (*See PPL Electric Exhibit No. 7*, pp. 12-13, 18-19, 22-29)

The Commission entered a final judgment on the merits, which: (1) sustained the First Complaint to the extent that PPL Electric would pay a credit for excess generation produced by the Complainant's solar facility during the time period he was removed from the virtual meter

aggregation program; (2) dismissed the First Complaint in all other respects; and (3) dismissed the Second Complaint in its entirety. (See PPL Electric Exhibit No. 7, pp. 39, 43, 47-48) In particular, the Commission held that nothing legally required PPL Electric to implement an automated billing process, to issue a single bill to the Complainant for his two accounts, or to include all of the information requested by the Complainant on his bills. (See PPL Electric Exhibit No. 7, pp. 22-29) Further, the Complainant's request for a refund of the demand and customer charges was denied as a request for monetary damages, and the Commission found that a civil penalty was not warranted. (See PPL Electric Exhibit No. 7, pp. 44-47)

The Complainant then appealed to the Commonwealth Court of Pennsylvania, which upheld the Commission's Order. (See PPL Electric Exhibit No. 8) Subsequently, the Complainant filed a petition for allowance of appeal with the Supreme Court of Pennsylvania. The Supreme Court of Pennsylvania denied the Complainant's petition. (See PPL Electric Exhibit No. 9) As a result, the Complainant's First and Second Complaints against PPL Electric were fully and finally adjudicated. (See PPL Electric Exhibit Nos. 7-9)

Now, in the instant Fourth Complaint proceeding, the Complainant has raised or may attempt to raise claims, issues, and requests for relief that were previously adjudicated in the First and Second Complaint proceeding. For example, the Complainant has criticized the Company's manual billing process and maintained that the bills it produces lack transparency, are inaccurate, and otherwise unlawful. (Tr. 10, 12-13) Further, the Complainant has argued that certain additional information about his solar facilities and the credits for excess generation should be presented on his bills. (Tr. 15-18)

Any claims, issues, and requests for relief from the First and Second Complaint proceeding that the Complainant seeks to re-litigate here are barred by *res judicata* and collateral

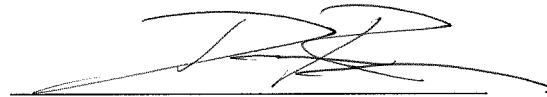
estoppel. Although the Complainant may continue to disagree with the Commission and the Commonwealth Court and mistakenly believes that these issues “ha[ve] not been resolved” (Tr. 14), he is bound by their final adjudications on the merits.

For these reasons, the Complainant is barred from re-litigating any of the claims, issues, and requests for relief that were raised in the First and Second Complaint proceeding.

## **VII. CONCLUSION**

WHEREFORE, PPL Electric Utilities Corporation respectfully requests that Administrative Law Judge Joel H. Cheskis recommend and the Pennsylvania Public Utility Commission deny the Formal Complaint of Jay Larry Moyer in its entirety and with prejudice.

Respectfully submitted,



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## Appendix A – Proposed Findings of Fact

1. The Complainant in this case is Jay Larry Moyer (“Complainant”).
2. The Respondent in this case is PPL Electric Utilities Corporation (“PPL Electric” or the “Company”).
3. The Complainant owns and operates a detached solar array. (Tr. 11)
4. The Complainant is a participant in PPL Electric’s virtual meter aggregation program. (Tr. 86)
5. The Complainant has two metered accounts: a “host account” for his solar generating facilities and a “satellite account” for his residential property. (Tr. 86)
6. Meter aggregation is the process by which an eligible renewable customer-generator is able to aggregate multiple properties he or she owns or leases and operates for purposes of net metering. (Tr. 85)
7. There are two types of meter aggregation: (1) physical meter aggregation,; and (2) virtual meter aggregation. (Tr. 84-85, 96-97; PPL Electric Exhibit No. 6, p. 2)
8. Physical meter aggregation is when a customer-generator, at his or her expense, physically connects the generating facilities to his or her single meter. (Tr. 84-85, 96-97, 145; PPL Electric Exhibit No. 6, p. 2); *see* 52 Pa. Code § 75.12.
9. Virtual meter aggregation is when the customer-generator’s generating facilities and other property are not physically connected to the same meter. (Tr. 84-87, 96-97; PPL Electric Exhibit No. 6, p. 2); *see* 52 Pa. Code § 75.12.
10. In virtual meter aggregation, the Company measures the electricity generated and used at the generating facilities (the solar facility for purposes of the Complainant) and

aggregates that with the customer's usage at his or her other property (the residential account for purposes of the Complainant). (Tr. 85-86); *see* 52 Pa. Code §§ 75.12, 75.13(d).

11. Under this scenario, there are at least two separately-metered accounts: (1) a metered account for the generating facilities (also called a host account); and (2) a metered account for the customer's other property (also called a satellite account) where the usage is offset by excess generation from the generating facilities. (Tr. 86-87, 123, 127-28)

12. The Company uses a manual billing process for virtual meter aggregation. (Tr. 123-24; PPL Electric Exhibit No. 5)

13. Rather than an automated billing process, PPL Electric's personnel use an established manual process to aggregate the excess generation from the solar account with the usage at the residential account. (Tr. 123-24; PPL Electric Exhibit No. 5)

14. The Company measures the generation at the generation facility account and aggregates it with the usage at the other account. (Tr. 123-24; PPL Electric Exhibit No. 5)

15. The excess generation is applied up to the usage metered at each other account. (Tr. 123)

16. This allocation is done on a one-to-one kWh basis, meaning that one kWh generated at the generation facility account is applied as one kWh at the other account. (Tr. 123, 125); *see* 52 Pa. Code § 75.14(d).

17. The excess generation being applied typically appears as a dollar amount on the other account's bill. (*See* Tr. 123-25; *see, e.g.*, Moyer Exhibits 102 and 104)

18. The dollar amount equals the value of the excess generation being applied times the other account's full retail rate during the applicable billing cycle. (Tr. 123-25)

19. Any unused excess generation that remains after applying the excess credit is then banked in kWhs and carried forward to offset usage in subsequent billing cycles. (Tr. 125)

20. Any banked generation remaining at the end of the PJM planning year (*i.e.*, May 31<sup>st</sup> of each year) is then cashed out at the Price to Compare (“PTC”) for the generation facility account. (Tr. 125-26; PPL Electric Exhibit No. 7, p. 11); *see* 52 Pa. Code § 75.13(e).

21. For virtual meter aggregation customer-generators, PPL Electric uses computer software to track, record, store, and calculate the excess generation produced, the credits applied, and the cash outs paid. (*See* PPL Electric Exhibit No. 5)

22. For each virtual net meter aggregation customer, the Company maintains a computer generated spreadsheet that tracks, on a monthly basis, the excess generation at the generation facility account and the allocation of excess kWh to each usage account. (*See* PPL Electric Exhibit No. 5)

23. In general, the personnel retrieve the excess kilowatt hours from the solar account, input that data into a spreadsheet to calculate the credit owed based on the full retail value, and apply that credit to the residential account. (Tr. 123-24; PPL Electric Exhibit No. 5)

24. There is a one-month lag between when the credit is generated and when it is applied to the residential account due to the time it takes PPL Electric’s personnel to input the data into the spreadsheet and perform the necessary calculations. (Tr. 29-30, 182-83; *see* PPL Electric Exhibit No. 7, p. 30)

25. The Complainant contests the “transparency” of the bills he received for his virtual meter aggregation accounts, in particular the five bills for his residential account issued in July, August, September, October, and November of 2017. (Tr. 18-21, 39)

26. These bills were due to be paid by the Complainant on August 1, August 30, October 2, October 31, and November 29, 2017. (See Moyer Exhibits 106, 108, 110, 112, and 114)

27. The Complainant has alleged that he does not know whether the Company applied the correct dollar amounts of credits to his residential account for the excess generation produced by his solar array. (Tr. 38-39)

28. PPL Electric accurately calculated and applied the Complainant's credits for generating electricity using the Company's manual billing process, as shown by the Complainant's residential bills and account statement as well as PPL Electric Exhibit No. 10. (See Tr. 135; PPL Electric Exhibit Nos. 1 and 10; Moyer Exhibits 102, 104, 106, 108, 110, 112, 114, 116)

29. PPL Electric Exhibit No. 10 is a spreadsheet that shows the billing and crediting history of the Complainant's accounts from April 2017 through February 2018. (Tr. 127-28; PPL Electric Exhibit No. 10)

30. PPL Electric Exhibit No. 10 catalogs all of the relevant information for each of the Complainant's monthly bills, including the meter reads, the excess generation in kilowatt hours ("kWh") produced by the solar account, the full retail rate (in cents per kWh) used to calculate the value of the excess generation, the credit applied (if any) to the residential account in both kWh and dollar value, any remaining net excess generation (kWh) that is banked at the solar account, the Complainant's residential account balance, the payments made, if any, by the Complainant, and comments to help explain what occurred during the billing period. (Tr. 127-28; PPL Electric Exhibit No. 10)

31. PPL Electric Exhibit No. 10 ties out to the Complainant's account statements and bills and accurately reflects how the Company calculated and applied credits for the Complainant's excess generation from April 2017 through February 2018. (Tr. 127-29. Compare PPL Electric Exhibit No. 10, with PPL Electric Exhibit No. 1 and Moyer Exhibits 102, 104, 106, 108, 110, 112, 114, 116)

32. The Complainant's July 2017 bill for his residential account was due on August 1, 2017, in the amount of \$126.27. (Moyer Exhibit 106)

33. The \$66.43 credit was applied on July 12, 2017, *i.e.*, one day after the bill was generated, due to an inadvertent error. (PPL Electric Exhibit No. 1, p. 5; PPL Electric Exhibit No. 10, p. 1; Tr. 131)

34. As a result, the "Excess Credit" was not shown on the July 2017 bill. (PPL Electric Exhibit No. 10, p. 1; Tr. 131)

35. The application of this credit to the account was reflected in the next month's bill. (PPL Electric Exhibit No. 10, p. 1)

36. The Complainant's August 2017 bill for his residential account was due on August 30, 2017, in the amount of \$80.83. (Moyer Exhibit 108)

37. A total credit of \$155.04 was applied to his account and is reflected on his bill. (PPL Electric Exhibit No. 1, p. 5; PPL Electric Exhibit No. 10, p. 1; Moyer Exhibit 108, p. 2)

38. The \$155.04 credit equaled the prior billing period's credit of \$66.43 plus the current billing period's credit of \$88.61. (PPL Electric Exhibit No. 1, p. 5; PPL Electric Exhibit No. 10, p. 1)

39. The Complainant's previous account balance was \$126.27. (Moyer Exhibit 108, p. 2; PPL Electric Exhibit No. 1, p. 5)

40. The Complainant made no payment toward that account balance. (Moyer Exhibit 108, p. 2; PPL Electric Exhibit No. 1, p. 5; Tr. 41-43)

41. When the \$155.04 credit was applied, the Complainant's account balance as of August 9, 2017, was reduced to \$0.00 because it exceeded the previous account balance of \$126.27. (Moyer Exhibit 108, p. 2)

42. This resulted in \$28.77 in credit being leftover (*i.e.*, \$155.04 minus \$126.27 equals \$28.77).

43. The remaining credit of \$28.77 was then applied to the Complainant's current charges and was shown as an "Excess Credit" on the bill. (Moyer Exhibit 108, p. 2; PPL Electric Exhibit No. 10, p. 1)

44. The Complainant's September 2017 bill for his residential account was due on October 2, 2017, in the amount of \$150.40. (Moyer Exhibit 110)

45. A credit of \$72.02 was applied to his account and is reflected on his bill. (PPL Electric Exhibit No. 1, p. 5; PPL Electric Exhibit No. 10, p. 1; Moyer Exhibit 110, p. 2)

46. The Complainant's previous account balance was \$80.83. (Moyer Exhibit 110, p. 2; PPL Electric Exhibit No. 1, p. 5)

47. The Complainant made no payment toward that account balance. (Moyer Exhibit 110, p. 2; Tr. Tr. 43-44)

48. Therefore, when the credit of \$72.02 was applied, the Complainant's account balance as of September 11, 2017, was reduced to \$8.81 (*i.e.*, \$80.83 minus \$72.02 equals \$8.81). (Moyer Exhibit 110, p. 2; PPL Electric Exhibit No. 10, p. 1)

49. The account balance of \$8.81 was then added to the Complainant's current charges to produce the total amount owed of \$150.40. (Moyer Exhibit 110, p. 2)

50. The Complainant's October 2017 bill for his residential account was due October 31, 2017, in the amount of \$171.14. (Moyer Exhibit 112)

51. A credit of \$77.02 was applied to his account and is reflected on his bill. (PPL Electric Exhibit No. 1, p. 6; PPL Electric Exhibit No. 10, pp. 1-2; Moyer Exhibit 112, p. 2)

52. The Complainant's previous account balance was \$150.40. (Moyer Exhibit 112, p. 2; PPL Electric Exhibit No. 1, p. 6)

53. The Complainant made no payments toward that account balance before the bill was generated. (Moyer Exhibit 112, p. 2; Tr. 44-45)

54. As a result, when the credit of \$77.02 was applied, the Complainant's account balance as of October 10, 2017, was reduced to \$73.38 (*i.e.*, \$150.40 minus \$77.02 equals \$73.38). (Moyer Exhibit 112, p. 2; PPL Electric Exhibit No. 10, pp. 1-2)

55. The account balance of \$73.38 was then added to the Complainant's current charges to produce the total amount owed of \$171.14. (Moyer Exhibit 112, p. 2)

56. The Complainant's November 2017 bill for his residential account was due November 29, 2017, in the amount of \$124.27. (Moyer Exhibit 114)

57. A credit of \$71.07 was applied to his account and is reflected on his bill. (PPL Electric Exhibit No. 1, p. 5; PPL Electric Exhibit No. 10, p. 1; Moyer Exhibit 114, p. 2)

58. The Complainant's previous account balance was \$171.03. (Moyer Exhibit 114, p. 2; PPL Electric Exhibit No. 1, p. 6)

59. This account balance \$171.03 equaled the previous bill of \$171.14 minus a \$0.11 late payment charge, which was removed on October 23, 2017, as a courtesy to the Complainant. (Moyer Exhibit 114, p. 2; PPL Electric Exhibit No. 1, p. 6; PPL Electric Exhibit No. 10, p. 2)

60. The Complainant made four payments totaling \$64.58 before the bill was generated. (Moyer Exhibit 114, p. 2; PPL Electric Exhibit No. 1, p. 6; PPL Electric Exhibit No. 10, p. 2; Tr. 44-45)

61. These payments totaling \$64.58 were subtracted from the previous account balance of \$171.03. (Moyer Exhibit 114, p. 2; PPL Electric Exhibit No. 10, p. 2)

62. Therefore, when the credit of \$71.07 was applied, the Complainant's account balance as of November 8, 2017, was reduced to \$35.38 (*i.e.*, \$171.03 minus \$64.58 minus \$71.07 equals \$35.38). (Moyer Exhibit 114, p. 2; PPL Electric Exhibit No. 10, p. 2)

63. The account balance of \$35.38 was then added to the Complainant's current charges to produce the total amount owed of \$124.27. (Moyer Exhibit 114, p. 2)

64. The un rebutted record evidence shows that PPL Electric calculated and applied all of the credits for the excess generation that were owed to the Complainant. (*See* PPL Electric Exhibit No. 10)

65. The Complainant also has raised an issue with how his credits for excess generation appeared on the July through November 2017 bills for his residential account. (Tr. 18-21)

66. According to the Complainant, his credits did not appear on some of these bills and when the credit did appear, it may not have been in the correct amount. (Tr. 18-21)

67. PPL Electric has explained all of the inconsistencies in the Complainant's residential bills for July through November 2017. (Tr. 131-32, 134-40, 164-65, 171-72, 177)

68. The credit for the July 2017 bill did not appear on the bill because the credit was applied on July 12, 2017, one day after the bill was generated on July 11, 2017. (PPL Electric Exhibit No. 10, p. 1; Tr. 131) This was an inadvertent error by PPL Electric's personnel, Ms.

Nalesnik, who recently started her new position to calculate and apply the credits for the Complainant. (PPL Electric Exhibit No. 10, p. 1; Tr. 131)

69. The full credit was applied to the Complainant's account balance the very next day and was reflected in the next month's bill. (PPL Electric Exhibit No. 10, p. 1; Tr. 131-32)

70. The Company also clarified why the Complainant's residential bills for August through November 2017 do not show the full credit for excess generation as a separate "Excess Credit" line item. (*See* Moyer Exhibits 106, 108, 110, 112, 114)

71. Prior to his July 2017 bill, the Complainant's bills for his residential account showed the credit for excess generation as a separate "Excess Credit" line item. (*See* Moyer Exhibit 102, p. 2; Moyer Exhibit 104, p. 2)

72. Beginning with the bill for August 2017, however, the credits were reflected in the calculation of the Complainant's past due account balance. (Tr. 134-37; *see* Moyer Exhibits 108, 110, 112, 114)

73. The "Excess Credit" was not consistently shown in the Complainant's bills as a separate line item because Ms. Nalesnik, who had recently taken over the responsibility for calculating and applying the credits in May 2017, applied the credits to the Complainant's past due balances first instead of his current charges. (Tr. 136-37)

74. Ms. Nalesnik thought she was actually helping the Complainant by applying the credits to the past due balances first, as he had refused to pay his bills for several months and was carrying past due balances from month to month. (Tr. 136-37)

75. Unknown to Ms. Nalesnik, however, applying the credits in this manner resulted in the credits not appearing as a separate "Excess Credit" line item in the bill. (Tr. 136-37)

76. It also caused the August 2017 bill to show an “Excess Credit” of \$28.77 because that was the amount of the \$155.04 credit remaining after the credit was applied to the previous account balance of \$126.27. (Tr. 136-37, 165, 171-72; PPL Electric Exhibit No. 10, p. 1)

77. If the Complainant had paid his bills in full and not been carrying a past due balance, the credits would have been applied to his current charges and shown as separate “Excess Credit” line items. (Tr. 137)

78. After PPL Electric became aware of these inconsistencies, the Company investigated and explained to the Complainant what occurred and how the bills actually showed the amount of the credits he received. (Tr. 137-40)

79. Although the credits may not have appeared as separate “Excess Credit” line items, the Complainant’s bills still showed the previous account balances being reduced. (Tr. 135-36, 164)

80. Because the Complainant never paid any of these bills in full, the only logical reason his past due balances would decrease otherwise would be the Company crediting his residential account. (*See* Tr. 164)

81. The Company has taken several steps to try to correct the inconsistencies and ensure that they do not happen again. (Tr. 135-36, 140-43, 177, 187)

82. The Company began applying the credit to the current charges instead of the previous account balance. (Tr. 135-36, 177) As a result, the Complainant is now receiving bills for his residential account in the same format as he was accustomed to receiving before July 2017. (*Compare* Moyer Exhibits 102 and 104, *with* Moyer Exhibit 116)

83. Ms. Nalesnik tried to cancel the bills and issue corrected bills to the Complainant that showed the credits applied as a separate “Excess Credit” line item; however, this was not successful. (Tr. 140-41)

84. Ms. Nalesnik placed a “hold bill” on the Complainant’s account in November 2017, which means that she personally reviews every one of the Complainant’s bills to ensure the credits are applied correctly before the bills are issued to the Complainant. (Tr. 142-43)

85. Ms. Nalesnik established reminders to alert her when the Complainant’s bills are about to be generated, so she can check the account and ensure that the credits are applied properly. (Tr. 142)

86. To help ensure the Complainant receives consistent information about his accounts, the Company has designated Ms. Nalesnik as the Complainant’s “special situation contact,” so all customer service inquiries related to the Complainant’s accounts are directed to Ms. Nalesnik. (Tr. 143)

87. PPL Electric has a “double-check process in place where after the credits are applied,” an employee reviews the credits to ensure they were accurately applied. (Tr. 187)

## Appendix B – Proposed Conclusions of Law

1. Under Section 332(a) of the Pennsylvania Public Utility Code, the proponent of a rule or order has the burden of proof. 66 Pa. C.S. § 332(a). It is well established that “[a] litigant’s burden of proof before administrative tribunals as well as before most civil proceedings is satisfied by establishing a preponderance of evidence which is substantial and legally credible.” *Samuel J. Lansberry, Inc. v. Pa. PUC*, 578 A.2d 600, 602 (Pa. Cmwlth. 1990).

2. The preponderance of evidence standard requires proof by a greater weight of the evidence. *Commonwealth v. Williams*, 557 Pa. 207, 732 A.2d 1167 (1999). This standard is satisfied by presenting evidence that makes the existence of a contested fact is more likely than its nonexistence. *Brown v. Commonwealth*, 940 A.2d 610, 614 n.14 (Pa. Cmwlth. 2008) (citation omitted).

3. A person does not sustain his or her burden of proof in an electric and magnetic field exposure case when the record evidence, “taken as a whole, leads to the ultimate finding and conclusion that the scientific studies at present are inconclusive”; rather, the person must demonstrate by a preponderance of the evidence that such exposure actually causes adverse health effects. *Letter of Notification of Phila. Elec. Co. Relative to the Reconstructing and Rebuilding of the Existing 138 kV Line to Operate as the Woodbourne-Heaton 230 kV Line in Montgomery and Bucks Cntys.*, 1992 Pa. PUC Lexis 160, at \*210-11 (June 29, 1992) (Initial Decision) (“*Woodbourne-Heaton*”).

4. Section 701 of the Public Utility Code provides that “any person . . . having an interest in the subject matter . . . may complain in writing, setting forth any act or thing done or omitted to be done by any public utility in violation, or claimed violation, of any law which the commission has jurisdiction to administer, or of any regulation or order of the commission.” 66 Pa. C.S. § 701.

5. Section 1501 of the Public Utility Code states, in pertinent part, that:

Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public. Such service also shall be reasonably continuous and without unreasonable interruptions or delay. Such service and facilities shall be in conformity with the regulations and orders of the commission. Subject to the provisions of this part and the regulations or orders of the commission, every public utility may have reasonable rules and regulations governing the conditions under which it shall be required to render service. . . .

*Id.* § 1501.

6. The Commission has exclusive jurisdiction to adjudicate “issues involving the reasonableness, adequacy, and sufficiency” of a public utility’s facilities and services. *See Elkin v. Bell of Pa.*, 420 A.2d 371, 374 (Pa. 1980) (citations omitted).

7. The standard set forth in Section 1501 is reasonable, not perfect service. As noted by the Commission in *Re Metropolitan Edison Co.*, 80 Pa. PUC 663, 672 (1993), Section 1501 “does not mandate perfect service nor must a public utility provide the best possible service. Most certainly, a public utility is not a guarantor of either perfect service or the best possible service.” *See also Beaty v. Verizon Pa. Inc.*, Docket No. C-2012-2300642, 2012 Pa. PUC LEXIS 1870, at \*12 (Initial Decision Oct. 12, 2012), *adopted as modified by the Commission*, Docket No. C-2012-2300642 (Order Entered July 16, 2013).

8. “It is not unreasonable service . . . when a utility makes a billing error so long as that error is corrected when found.” *Parker v. Peoples TWP LLC*, 2012 Pa. PUC LEXIS 1512, at \*16 (Sept. 12, 2012) (Initial Decision) (Cheskis, J.), *adopted*, Docket No. C-2012-2293532 (Order entered Dec. 20, 2012).

9. Public utilities' tariffs have the force and effect of law and are binding on the utilities and their customers. *See PPL Elec. Utils. Corp. v. Pa. PUC*, 912 A.2d 386, 402 (Pa. Cmwlth. 2006) (citing 66 Pa. C.S. § 1303 and *Pa. Elec. Co. v. Pa. PUC*, 663 A.2d 281, 284 (Pa. Cmwlth. 1995)).

10. The Complainant has failed to sustain his burden of proof that PPL Electric's billing of his virtual meter aggregation accounts for April 2017 through February 2018 violated the Public Utility Code, the Alternative Energy Portfolio Standards Act of 2004 ("AEPS Act"), or any Commission regulation or order. *See* 66 Pa. C.S. § 332(a), 701.

11. *Res judicata*, or claim preclusion, prevents a future suit between the same parties on the same cause of action after final judgment is entered on the merits of the action. *See PMA Ins. Grp. v. Workmen's Compensation Appeal Bd. (Kelley)*, 665 A.2d 538 (Pa. Cmwlth. 1995), *appeal denied*, 1996 Pa. LEXIS 619 (Pa. 1999).

12. Collateral estoppel, or issue preclusion, prevents re-litigation of an issue of fact or law between the same parties upon a different claim or demand. *See Fiore v. Commonwealth*, 508 A.2d 371, 374 (Pa. Cmwlth. 1986).

13. Collateral estoppel prohibits the re-litigation of an "issue of law or fact in a subsequent action" when: "(1) the legal or factual issues are identical; (2) they were actually litigated; (3) they were essential to the judgment; and (4) they were material to the adjudication." *PMA Ins.*, 665 A.2d at 541 (citation omitted); *see Fiore*, 508 A.2d at 374 (citation omitted).

14. The Complainant is barred by the doctrines of technical *res judicata* (claim preclusion) and collateral estoppel (issue preclusion) from re-litigating claims, issues, and requests for relief that were fully and finally resolved by the Commission and Commonwealth Court regarding the Company's bills and billing process for virtual meter aggregation. *See PMA*

*Ins.*, 665 A.2d 538; *Fiore*, 508 A.2d 371; (PPL Electric Exhibit No. 7) (a copy of the Commission's May 19, 2016 Opinion and Order in the First and Second Complaint proceeding at Docket Nos. C-2011-22373645 and C-2014-2444864); (PPL Electric Exhibit No. 8) (a copy of the Commonwealth Court's March 13, 2017 Opinion affirming the Commission's May 19, 2016 Order); (PPL Electric Exhibit 9) (a copy of the Supreme Court's Order denying the Complainant's Petition for Allowance of Appeal of the Commonwealth Court's March 13, 2017 Opinion).

### **Appendix C – Proposed Ordering Paragraphs**

1. That the Formal Complaint filed by Jay Larry Moyer against PPL Electric Utilities Corporation at Docket No. C-2017-2629683 is hereby dismissed in its entirety with prejudice.
2. That this matter is marked closed.