

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Jay Larry Moyer	:	
	:	
v.	:	C-2017-2629683
	:	
PPL Electric Utilities Corporation	:	

INITIAL DECISION

Before
Joel H. Cheskis
Deputy Chief Administrative Law Judge

INTRODUCTION

This initial decision dismisses a complaint brought by a virtual meter aggregation customer against his electric distribution company because there is no record evidence to demonstrate that the company violated any applicable law, Commission order or regulation or Commission-approved tariff of the company with regard to the service provided by the company to the customer during the relevant period.

HISTORY OF THE PROCEEDING

On September 29, 2017, Jay Larry Moyer filed a formal complaint with the Pennsylvania Public Utility Commission (Commission) against PPL Electric Utilities Corporation (PPL), docket number C-2017-2629683. In his complaint, Mr. Moyer averred that the utility has threatened to shut off his utility service and that there are incorrect charges on his bill. Mr. Moyer also stated as the reasons for his complaint: “failure to issue, on a monthly basis, complete and verifiable bills that accurately report virtual meter and generation credit.” Mr. Moyer also provided multiple attachments to his complaint that provided significant additional detail, including copies of his electric bills from PPL, among other things. In general, Mr.

Moyer complained about PPL's virtual meter aggregation program as it relates to his solar generating facility. Mr. Moyer also provided an attachment to his complaint regarding his relief requested wherein he requested, among other things, that the Commission 1) find that PPL's billing methodology for his renewable facility is untenable, 2) censure PPL and 3) direct PPL to pay him \$40,000 for the cost of converting his physical meter aggregation or pay him \$50,000.

On November 7, 2017, PPL filed an answer to Mr. Moyer's complaint. In its answer, PPL admitted or denied the various averments made by Mr. Moyer in his complaint. In particular, PPL denied that its virtual meter aggregation billing process and bills are unreliable. PPL also stated that several issues raised by Mr. Moyer in his complaint were raised in prior complaints he filed against the company and that he cannot relitigate those issues. PPL concluded that Mr. Moyer's complaint should be denied in its entirety.

Also on November 7, 2017, PPL filed a preliminary objection in response to Mr. Moyer's complaint. In its preliminary objection, which was accompanied by a notice to plead, PPL argued that requests for damages are properly stricken from complaints as impertinent matter because the Commission has no authority to award damages. PPL provided extensive legal precedent in support of its position that Mr. Moyer's request for damages, in the form of "\$40,000 for the cost of converting the photovoltaic (PV) system to physical meter aggregation" or "the sum of \$50,000," should be stricken from the complaint.

On or about November 13, 2017, Mr. Moyer filed an "Answer of Larry Moyer to the preliminary objections filed by PPL Electric Utilities Corporation in the above complaint," in response to the answer and preliminary objection filed by PPL. In his answer, Mr. Moyer argued that PPL has misrepresented the nature of the relief he seeks as "damages" and that the preliminary objections are untenable. Mr. Moyer added that PPL's compliance with the Alternative Energy Portfolio Act has been inconsistent at best and that "opportunities for renewable energy have been squandered and/or undeveloped by PPL." Mr. Moyer argued that residential customers are effectively excluded from virtual meter aggregation. Mr. Moyer argued that the relief he seeks is proportional and highly relevant to the cause of action and requested that PPL's preliminary objection be denied.

On December 8, 2017, a motion judge assignment notice was issued informing the parties that I would be responsible to resolve any issues which may arise during the preliminary phase of this proceeding. On December 21, 2017, an order granting PPL's preliminary objection was issued and Mr. Moyer's request for money damages was stricken from the complaint. The remaining issues raised in the complaint were allowed to be heard before an administrative law judge.

As a result, a hearing notice dated January 18, 2018 was issued scheduling an evidentiary hearing for this matter for Tuesday, March 6, 2018 and assigning me as the presiding officer. A prehearing order dated January 18, 2018 was issued setting forth various rules that would govern the evidentiary hearing.

The hearing in this matter was held on March 6, 2018, as scheduled. At the conclusion of the hearing, a discussion was held regarding the submission of briefs by the parties. It was decided that the parties would file Main Briefs on April 27, 2018 and Reply Briefs on May 18, 2018. A Briefing Order was issued on March 9, 2018 memorializing the agreed upon briefing dates and setting forth other rules that would govern the briefs. The parties subsequently requested that the Reply Brief due date be moved to May 22, 2018 and that request was granted.

On March 27, 2018, Mr. Moyer requested via email to have an audio recording of phone conversations marked as Moyer Exhibit 15 and admitted to the record. The company had no objection to the admission of Moyer Exhibit 15 and the parties were informed informally that Moyer Exhibit 15 would be formally admitted in to the record as part of this hearing but was otherwise available for use in the briefs.

Both Mr. Moyer and PPL filed Main and Reply Briefs on the dates agreed upon.

The record in this case closed on May 22, 2018 when the Reply Briefs were filed. This matter is now ready for disposition. For the reasons discussed below, Mr. Moyer's complaint will be dismissed.

FINDINGS OF FACT

1. The complainant in this case is Jay Larry Moyer.
2. The respondent in this case is PPL Electric Utilities Corporation.
3. Mr. Moyer receives service from PPL at 73 Woods Road, Klingerstown, PA.
4. Mr. Moyer installed solar panels north of his home in March, 2009. Tr. 11.
5. Moyer Exhibit Number 1 is a picture of the solar panels showing their proximity to Mr. Moyer's home. Tr. 11; Moyer Exh. No. 1.
6. Moyer Exhibit Number 6 is a copy of the PP&L Service Cut-in Request which is the original inspection and approval certificate, noting that the structure is classified as residential. Tr. 11; Moyer Exh. No. 6.
7. When PPL approved Mr. Moyer's system in 2009, the company had not yet developed billing procedures for his type of system. Tr. 11.
8. Moyer Exhibit Number 9 is page 18 of the Initial Decision at C-2013-2359146. Tr. 12-13; Moyer Exh. No. 9.
9. Moyer Exhibit Number 103 is a bill Mr. Moyer received from PPL for his solar panel for the period May 10, 2017 to June 9, 2017. Tr. 15; Moyer Exh. No. 103.
10. There is nothing on Moyer Exhibit Number 103 that indicates the generation of any power, including the per unit value or how many kilowatt hours (kwh) were generated. Tr. 15; Moyer Exh. No. 103.

11. All of the solar bills that are provided in Mr. Moyer's Exhibits have exactly the same usage numbers at the beginning and end of the reporting period. Tr. 16.

12. Moyer Exhibit 104 is a bill Mr. Moyer received from PPL for his home usage for the period May 10, 2017 to June 9, 2017. Tr. 17; Moyer Exh. No. 104.

13. One line item on page 2 of Moyer Exhibit Number 104 says "Excess Credit" and provides a dollar amount of \$65.91. Tr. 17; Moyer Exh. No. 104.

14. Moyer Exhibit Number 106 is a bill Mr. Moyer received from PPL for his home usage for the period June 9, 2017 to July 11, 2017. Tr. 18; Moyer Exh. No. 106.

15. There is no line item on Moyer Exhibit Number 106 that says "Excess Credit." Tr. 18; Moyer Exh. No. 106.

16. Moyer Exhibit Number 108 is a bill Mr. Moyer received from PPL for his home usage for the period July 11, 2017 to August 9, 2017. Tr. 19; Moyer Exh. No. 108.

17. One line item on page 2 of Moyer Exhibit Number 108 says "Excess Credit" and provides a dollar amount of \$28.77. Tr. 19; Moyer Exh. No. 108.

18. Moyer Exhibit Number 110 is a bill Mr. Moyer received from PPL for his home usage for the period August 9, 2017 to September 11, 2017. Tr. 20; Moyer Exh. No. 110.

19. There is no line item on Moyer Exhibit Number 110 that says "Excess Credit." Tr. 20; Moyer Exh. No. 110.

20. Moyer Exhibit Number 7 is a report of the Generation Attribute Tracking System (GATS) for Mr. Moyer's unit for April, 2017 to August, 2017. Tr. 20; Moyer Exh. No. 7.

21. Moyer Exhibit Number 7 shows generation in April, 2017 of 565 kwh, in May, 2017 of 598 kwh, in June, 2017 of 617 kwh, in July, 2017 of 554 kwh and in August, 2017 of 536 kwh. Tr. 20; Moyer Exh. No. 7.

22. Moyer Exhibit Number 18 is page 17 of the Final Rulemaking Order dated June 23, 2006 at docket number L-00050174. Tr. 24; Moyer Exh. No. 18.

23. Moyer Exhibit Number 20 is a document entitled "Data in kilowatt hours is concealed." Tr. 28; Moyer Exh. No. 20.

24. Moyer Exhibit Number 16 is four pages of an opinion and order of the Commission at docket number C-2011-2273645 dated May 19, 2016. Tr. 30; Moyer Exh. No. 16.

25. Moyer Exhibit Number 11 is nine pages of an opinion and order of the Commission at docket number C-2011-2273645 dated January 9, 2014. Tr. 31-32; Moyer Exh. No. 11.

26. Moyer Exhibit Number 37 is print outs of email strings between PPL witnesses Oehler and Nalesnic dated September 15, 2017. Tr. 36; Moyer Exh. No. 37.

27. Mr. Moyer notified PPL that he withheld certain payments when he saw that there were errors in the billing but then made a large payment in June, 2017 under protest. Tr. 40.

28. Cheryl Oehler is a billing specialist for PPL and is responsible for all properties and procedures for PPL in distributing virtual metering with shopping customers. Tr. 82.

29. PPL Exhibit Number 6 is a copy of PPL's net metering tariff pages. Tr. 83; PPL Exh. No. 6.

30. Net metering is the process by which an eligible renewable energy customer-generator is credited for electric sources of alternative energy for the Tier 1 or Tier 2 AEPS act with an example being solar panels on a residence. Tr. 84.

31. In virtual net metering, the generation from the host account offsets either partially or fully the usage on the customer's other account. Tr. 84-85.

32. Meter aggregation is the process by which a customer-generator could aggregate multiple properties the customer owns where the excess generation from one account could be used towards another account called the "satellite" account. Tr. 85.

33. The excess generation is credited at the full retail rate which includes the distribution charges, transmission service charges, generation supply charges and applicable riders. Tr. 86.

34. Mr. Moyer is a virtual meter aggregation customer generator with two accounts. Tr. 86.

35. Moyer Exhibit Number 51 is the invoice registry spreadsheet for Mr. Moyer's virtual metering account that the Commission directed PPL to provide to Mr. Moyer as part of one of his prior complaints. Tr. 94; Moyer Exh. No. 51.

36. If Mr. Moyer's solar panels were on the roof of his home instead of 600 yards away from his home he would get more of the billing detail he seeks because it would be physical aggregation instead of virtual aggregation. Tr. 96-98.

37. Moyer Exhibit Number 30 is a print out of definitions from Sections 75.1 and 75.12 of the Commission's regulations. Tr. 98-99; Moyer Exh. No. 30.

38. Ms. Oehler supervises the billing process for Mr. Moyer's account. Tr. 100.

39. Tammy Nalesnik is a customer service representative for PPL and takes calls from customers, including anything related to net metering and virtual metering. Tr. 118.

40. PPL Exhibit Number 1 is the account statement for Mr. Moyer's account which details Mr. Moyer's billing usage, payments made and credits applied, among other things. Tr. 119-120; PPL Exh. No. 1.

41. PPL Exhibit Number 2 is the account statement for the account where Mr. Moyer's solar panels are connected. Tr. 121-122; PPL Exh. No. 2.

42. The credits for excess generation on Mr. Moyer's account appear on PPL Exhibit Number 1. Tr. 122.

43. A virtual metering customer has two meters that generate bills on the same day so if there are excess kilowatt hours generated, those kilowatt hours are manually converted to a dollar credit based on the full retail value of the kilowatt hour generated and applied to the account. Tr. 123-124.

44. PPL Exhibit Number 5 is an internal PPL manual that explains the process of how to calculate and apply virtual metering credits. Tr. 124; PPL Exh. No. 5.

45. The dollar credit provided is a one-for-one kilowatt hour credit. Tr. 125.

46. PPL banks excess generation if there is a remainder of the generation bill that includes the satellite account. Tr. 125.

47. Excess credits are cashed out in May of each year and refunded to the customer. Tr. 125-126, 191-192.

48. Net metering customers are responsible for paying the customer demand charge for both accounts as required by PPL's tariff. Tr. 126.

49. PPL Exhibit Number 10 is a summary of the information from Mr. Moyer's host account and his satellite accounts, including bill dates, meter reads, excess kilowatt hours, the credits applied to the satellite accounts in kilowatt hours and the credits converted in to dollar amounts, among other things. Tr. 127-128; PPL Exh. No. 10.

50. PPL Exhibit Number 10 was made solely in response to Mr. Moyer's complaint. Tr. 187.

51. PPL Exhibit Number 11 is a compilation of various monthly bills issued by PPL to Mr. Moyer from July, 2017 to February, 2018. Tr. 130; PPL Exh. No. 11.

52. There is no excess credit applied to Mr. Moyer's August, 2017 bill because Ms. Nalesnik had just taken over responsibility for applying the credits and the credits were not applied until the day after the bill generated. Tr. 131.

53. Mr. Moyer received the excess credit for August, 2017 on the next month's bill. Tr. 131-133.

54. The bill for October, 2017 reflects a previous balance of \$80.83 which was reduced to \$8.81 because the excess credit from the prior month of \$72.02, shown on PPL Exhibit Number 10, was applied to the balance. Tr. 134-135; PPL Exh. Nos. 10 and 11.

55. The \$72.02 excess credit from the previous month did not appear as a specific line item because Ms. Nalesnik applied the amount to the balance owed instead of carrying the excess credit forward. Tr. 136.

56. If Mr. Moyer's account did not have a past due balance, the credit would have appeared as a separate line item. Tr. 137.

57. PPL Exhibit Number 3 is the account contact history for Mr. Moyer's account from November 29, 2013 to February 27, 2018 detailing the various contacts between Mr. Moyer and PPL for his host account. Tr. 138; PPL Exh. No. 3.

58. PPL Exhibit Number 4 is the account contact history for Mr. Moyer's account from November 29, 2013 to February 27, 2018 detailing the various contacts between Mr. Moyer and PPL for his satellite account. Tr. 138; PPL Exh. No. 4.

59. Ms. Nalesnik had various conversations with Mr. Moyer attempting to provide Mr. Moyer with the specific details of the excess credit he desired. Tr. 139-142.

60. Ms. Nalesnik reviews Mr. Moyer's bills every month before they are generated to ensure that the credits are timely applied. Tr. 142.

61. Ms. Nalesnik placed a "special situation contact" on Mr. Moyer's account so that a customer service representative speaking with Mr. Moyer knows to transfer the call to Ms. Nalesnik. Tr. 143.

62. If a customer is just a standard metering or physically aggregated customer, they will get a bill that has actual meter readings as well as information regarding banked balances. Tr. 144.

63. A physically aggregated customer would not have information on their bill regarding the amount of kilowatt hours they have generated and used or the value of those kilowatt hours, unless they produced an excess amount of kilowatt hours. Tr. 144-145.

64. Moyer Exhibit Number 42 is an email exchange between Deborah Keiser, Ms. Oehler and Ms. Nalesnik on May 26, 2017 regarding the procedures for monthly virtual meter customer calculations. Tr. 147-150; Moyer Exh. No. 42.

65. Excess kilowatt hours are the difference between the kilowatts produced and the kilowatts used. Tr. 151-152.

66. The credit given to the customer is the dollar value equated from the excess kilowatt hours equal to up to the amount used on the satellite accounts. Tr. 152.

67. Mr. Moyer's system produces excess kilowatt hours. Tr. 152.

68. Moyer Exhibit Number 8 is a transcript of a conversation between Mr. Moyer and Ms. Nalesnik on September 15, 2017. Tr. 160; Moyer Exh. No. 8.

69. The term "excess credit" is not specific to virtual metering but could be used to describe other credits owed. Tr. 165.

70. Moyer Exhibit 15 is an audio recording of phone conversations between Mr. Moyer and Ms. Nalesnick on September 15, 2017 and October 23, 2017. Moyer Exh. No. 15.

DISCUSSION

Legal Standard

Section 332(a) of the Public Utility Code provides that the party seeking relief from the Commission has the burden of proof. 66 Pa.C.S. § 332(a). As a matter of law, 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 Tel. Co. of Pa., 72 Pa. PUC 196 (1990). "Burden of proof" means a duty to establish a fact by a preponderance of the evidence,

or evidence more convincing, by even the smallest degree, than the evidence presented by the other party. Se-Ling Hosiery v. Margulies, 364 Pa. 54, 70 A.2d 854 (1950). The offense must be a violation of the Public Utility Code, the Commission's regulations or an outstanding order of the Commission. 66 Pa.C.S. § 701. In this proceeding, Mr. Moyer complained that there are incorrect charges on his bill because PPL failed to issue, on a monthly basis, complete and verifiable bills that accurately report virtual meter and generation credits. Mr. Moyer requested, among other things, that the Commission find that PPL's billing methodology for his renewable facility is untenable. Mr. Moyer, therefore, has the burden of proof in this proceeding.

If a complainant establishes a *prima facie* case, the burden of going forward with the evidence shifts to the utility. If a utility does not rebut that evidence, the complainant will prevail. If the utility rebuts the complainant's evidence, the burden of going forward with the evidence shifts back to the complainant, who must rebut the utility's evidence by a preponderance of the evidence. The burden of going forward with the evidence may shift from one party to another, but the burden of proof never shifts; it always remains on a complainant. Milkie v. Pa. Pub. Util. Comm'n, 768 A.2d 1217 (Pa.Cmwlt. 2001) (Milkie); *see also*, Burleson v. Pa. Pub. Util. Comm'n, 443 A.2d 1373 (Pa.Cmwlt. 1982).

In addition, the decision of the Commission must be supported by substantial evidence. 2 Pa.C.S. § 704. "Substantial evidence" is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. Norfolk & Western Ry. Co. v. Pa. Pub. Util. Comm'n, 489 Pa. 109, 413 A.2d 1037 (1980); Erie Resistor Corp. v. Unemployment Comp. Bd. of Review, 166 A.2d 96 (Pa.Super. 1961); and Murphy v. Comm., Dept. of Public Welfare, White Haven Center, 480 A.2d 382 (Pa.Cmwlt. 1984).

In this case, Mr. Moyer's complaint pertains in part to the Alternative Energy Portfolio Standards Act of 2004, 73 Pa.C.S. §§ 1648.1-1648.8 (AEPS Act). The AEPS Act provides that electric energy sold by an electric distribution company (EDC) or an electric generation supplier (EGS) to retail electric customers in Pennsylvania shall be comprised of electricity generated from alternative energy sources in certain percentage amounts that increase over time. 73 Pa.C.S. § 1648.3(a)(1). As the Commonwealth Court noted in Sunrise Energy,

LLC v. First Energy Corp. and West Penn Power Co., 148 A.3d 894 (Pa. Cmwlth. 2016) (Sunrise), “although Pennsylvania is rich in natural gas, coal and oil resources, our General Assembly has made the policy decision to promote the development of alternative energy sources such as solar, solar thermal, hydropower and geothermal reserves. Id. at 900, *citing*, 73 Pa.C.S. § 1648.2.

As it pertains to Mr. Moyer, the AEPS Act allows for net metering. Net metering is:

The means of measuring the difference between the electricity supplied by an electric utility and the electricity generated by a customer-generator when any portion of the electricity generated by the alternative energy generating system is used to offset part or all of the customer-generator’s requirements for electricity. Virtual meter aggregation on properties owned or leased and operated by a customer-generator and located within two miles of the boundaries of the customer-generator’s property and within a single electric distribution company’s service territory shall be eligible for net metering.

73 Pa.C.S. § 1648.2; *see also*, 52 Pa.Code § 75.11 *et seq.* Specifically, Mr. Moyer engages in virtual net metering.

In response to the passage of the AEPS Act, the Commission enacted several regulations. As a result, also relevant to Mr. Moyer’s complaint are various Commission regulations in Chapter 75 of Title 52 of the Pennsylvania Code. These regulations include net metering requirements that apply to EGSs and EDCs which have customer-generators intending to pursue net metering opportunities in accordance with the AEPS Act. 52 Pa.Code § 75.11 *et seq.* Most notably, Section 75.13 of the Commission’s regulations provides:

(d) An EDC and DSP shall credit a customer-generator at the full retail kilowatt-hour rate, which shall include generation, transmission and distribution charges, for each kilowatt-hour produced by a Tier I or Tier II resource installed on the customer-generator’s side of the electric revenue meter, up to the total amount of electricity used by that customer during the billing period. If a customer-generator supplies more electricity to the electric distribution system than the EDC and DSP deliver to the

customer-generator in a given billing period, the excess kilowatt hours shall be carried forward and credited against the customer-generator's kilowatt-hour usage in subsequent billing periods at the full retail rate. Any excess kilowatt hours that are not offset by electricity used by the customer in subsequent billing periods shall continue to accumulate until the end of the year. For customer-generators involved in virtual meter aggregation programs, a credit shall be applied first to the meter through which the generating facility supplies electricity to the distribution system, then through the remaining meters for the customer-generator's account equally at each meter's designated rate.

52 Pa.Code § 75.13(d); *see also*, Final Rulemaking Re: Net Metering for Customer-generators pursuant to Section 5 of the Alternative Energy Portfolio Standards Act, 73 P.S. § 1648.5, Docket Number L-000501074 (Final Rulemaking Order entered June 23, 2006)(Final Rulemaking Order). At the end of each year, the default service provider (DSP) is required to compensate the customer-generator for any remaining excess kilowatt hours generated by the customer-generator that were not previously credited against the customer-generator's usage in prior billing periods at the DSP's price to compare. 52 Pa.Code § 75.13(e).

Also relevant to this proceeding are the decisions of the Commission in two prior complaints that Mr. Moyer filed involving his accounts. First, in Larry Moyer v. PPL Electric Utilities Corp., Docket Number C-2011-2273645 (Opinion and Order entered Jan. 9, 2014) (Moyer I), the Commission granted Mr. Moyer's complaint in part and directed PPL to submit a tabulation of Mr. Moyer's actual usage information on a monthly basis commencing with March, 2009, including the meter readings at the host and satellite locations, the excess generation from the host account that was applied to the satellite account, and the rate that was placed on the value of the excess generation, among other things. Id. at 21-22. The Commission also directed PPL to use this information to demonstrate the amount of the credits and cash-out payments Mr. Moyer should have received since April, 2009. Id. at 22. The Commission also directed PPL to permit Mr. Moyer to net meter his solar array and virtually aggregate his two existing metering accounts on a prospective basis. Id. at 23.

In his second complaint, Jay Larry Moyer v. PPL Electric Utilities Corp., Docket Number C-2014-2444864 (Opinion and Order May 19, 2016) (Moyer II), Mr. Moyer raised issues regarding, among other things, the accuracy and content of PPL's billing processes for his

virtual net metering accounts. Mr. Moyer requested that the Commission order PPL to develop and implement new billing procedures for virtual net metering accounts using a single bill for both accounts to be virtually aggregated. In response, the Commission determined that nothing in the AEPS Act, the Public Utility Code or the Commission's regulations requires that virtual meter aggregation be done via an automated billing process or prohibits the use of a manual billing process. Id. at 22. The Commission also denied Mr. Moyer's request that PPL be directed to issue Mr. Moyer a single bill that combines both his host and satellite accounts. Id. at 25. The Commission also denied Mr. Moyer's alternative request that PPL be required to include certain additional information on Mr. Moyer's bill. Id. at 25. The Commission also denied Mr. Moyer's argument that PPL erroneously calculated and applied the necessary credits to his bill. Id. at 29. The Commission also disposed of other issues Mr. Moyer raised in his complaint and dismissed the complaint.

Mr. Moyer then appealed the Commission's decision in Moyer II to the Commonwealth Court.

On appeal to the Commonwealth Court, Mr. Moyer argued that: 1) the Commission erred in determining that PPL's manual billing procedures for its virtual-meter aggregation customers were sufficient, 2) there was not substantial evidence to support the Commission's finding that PPL's records for Mr. Moyer's accounts do not contain inconsistencies and irregularities or reflect that there are omissions and 3) the Commission erred in determining that PPL followed the law and its tariff in assigning Mr. Moyer's host account a commercial rate. In an unreported opinion, the Commonwealth Court affirmed the Commission's final order in Moyer II on the merits. Jay Larry Moyer v. Pa. Pub. Util. Comm'n., No. 882 C.D. 2016 (Pa. Cmwlth. March 13, 2017) (Moyer Appeal). On September 12, 2017, the Pennsylvania Supreme Court denied Mr. Moyer's petition for allowance of appeal. Jay Larry Moyer v. Pa. Pub. Util. Comm'n., 170 A.3d 1046 (Pa. 2017).

It is further noted that Mr. Moyer filed a third complaint involving similar matters in Larry Moyer v. PPL Electric Utilities Corp., Docket Number C-2015-2511904 (Initial Decision dated April 12, 2018) (Moyer III). In that case, it was determined that Mr. Moyer failed to satisfy his burden to demonstrate that PPL has violated the Public Utility Code, a

Commission order or regulation or a Commission-approved tariff of the company with regard to the service provided at the service address. The Initial Decision in that case was issued on April 25, 2018 and exceptions are currently pending before the Commission.

It is against this legal backdrop which Mr. Moyer's complaint will be adjudged. The complaint will be dismissed because there is no evidence to demonstrate that PPL violated the AEPS Act, the Public Utility Code, a Commission order or regulation or a Commission-approved tariff of the company with regard to the service provided to Mr. Moyer.

Issues

1. Billing detail sufficiency

a. Positions of the parties

Mr. Moyer's primary issue in this complaint is that he is not receiving sufficient detail in his monthly electric bill from PPL to verify that he is properly being credited for the electricity he generates through his solar panels.

In his complaint, Mr. Moyer averred that several of his bills from July 3, 2017 to October 2, 2017 are indecipherable. Mr. Moyer further averred that some of his bills are erroneous and unreliable and others do not show various credits. During the hearing, Mr. Moyer testified that his complaint is:

“specifically about the transparency issue on my bills. ... my contention has never been about the dollars of credit, because there's no way to know that those dollars are accurate, because the billings and the spreadsheets simply don't give an accurate consistent record. I'm not saying the credit is correct or not correct. I simply don't know based on what I'm provided.”

Tr. 39. Similarly, in his brief, Mr. Moyer stated: “the relief which this complaint seeks is a monthly statement which includes all of the pertinent information necessary to verify the

generation, the meter aggregation, the calculations, and the resulting credit from my virtual meter aggregation system.” Moyer M.B. at 7-8.¹

Mr. Moyer specifically identified 9 items that the Commission previously ordered PPL to provide to Mr. Moyer for past bills that he believes he should receive on every bill. Those items are:

1. The meter readings at the host and satellite locations;
2. The excess generation from the host account that was applied to the satellite account;
3. The rate that was used to place a value on the excess generation from the host account that was applied to the satellite account;
4. The usage at the satellite account;
5. Any net usage that was billed to the complainant for the satellite account;
6. Any payments made by Mr. Moyer;
7. Any excess energy that was banked at the satellite account;
8. The total energy banked; and
9. Any cash-out payments made to complainant and the price to compare used to calculate those cash-out payments.

Moyer M.B. at 21, *citing*, Moyer I at 22 and Moyer Exh. No. 11. Mr. Moyer added: “There is no doubt that the intent of the Commission was to assure that I (and by extension, all virtual meter customers) would have full and transparent access to our own generation and credit data and would be able to decipher the data.” Id.

In support of his position, Mr. Moyer notes that his bills for the months of May, 2017, June, 2017 and August, 2017 all state “Excess Credit” whereas the line item “Excess Credit” is omitted entirely from his bills dated September 11, 2017, October 10, 2017 and November 8, 2017. Moyer Exhs. 102, 104, 108, 110, 112 and 114. Mr. Moyer further argued that his bills where generation credits should have been applied do not specify the number of kilowatt hours which offset usage, the “excess kilowatt hours” carried forward, the “full retail kilowatt hour rate,” or the basis for determining whatever “excess credit” may appear on the bill.

¹ *See also*, Moyer M.B. at 19 (“a central issue in the present complaint is transparency, accuracy and full disclosure. What is new in the present complaint is additional evidence of failure in PPL’s methodology”), 22, 48, 52 (“the Commission should order PPL to institute a monthly bill with complete, transparent, current, accurate, and verifiable data showing, each month, how virtual meter aggregation was completed”).

Moyer M.B. at 35-36. As Mr. Moyer testified, for example, “Exhibit 103 is an example typical of what I’ve been seeing on my solar bills. This is a place where – there is nothing on this bill that indicates the generation of any power.” Tr. 15. Mr. Moyer added: “It’s impossible to know what the per unit value is, how many kilowatt hours. In fact, the meter reading is the same as the before period and at the end, 68584 at the beginning and 68584 [at the end].” Tr. 15. Mr. Moyer notes other bills where there is no excess credit amount identified. Tr. 20.

Mr. Moyer argued that the definition of “virtual meter aggregation” in the Commission’s regulations requires that combination, or aggregation, of the meter readings be shown in the billing process. Moyer M.B. at 14, *citing*, 52 Pa.Code § 75.12, Moyer I at 13-14 and Moyer II at 23. Mr. Moyer further argues that “the bills do not show any evidence of ‘meter aggregation,’ which is the most fundamental requirement of meter aggregation.” Id.; *see also*, Moyer M.B. at 24-25. Mr. Moyer argued that the solar readings are only available on a separate spreadsheet and the billing calculations do not appear on any bill but “are done through an arcane set of hidden manual procedures.” Id. at 14-15, *citing*, Moyer Exh. 51 and PPL Exh. 5. Mr. Moyer added that for most residential customers with “rooftop” solar generation there is a single, self-contained bill but he receives two separate bills. Id. at 15.

Mr. Moyer also raised in his brief several arguments that PPL is not complying with previous Commission orders and directives regarding his accounts. For example, Mr. Moyer argued that “PPL’s monthly bills do not provide the specific, itemized data that the commission identified as necessary.” Moyer M.B. at 20-21. Mr. Moyer then articulated several items that PPL was to provide to him as part of its decision in Moyer I and claimed that “in several respects, regrettably, the ‘separate tabulation’ did not fulfill the Commission’s intent.” Id. at 21. Mr. Moyer specifically noted that the spreadsheet provided to him by PPL did not identify the payments he made as the Commission directed the company to provide. Id. at 22. Mr. Moyer also identified other actions he believes the Commission required PPL to do but it is not, such as utilizing the “credit mechanism” which the Commission established for applying generation credit.” Id. at 25-26.

Mr. Moyer argued that PPL’s failure to provide him a single aggregated bill fails to comply with Section 75.13(d) of the Commission’s regulations and a recent decision of an

Administrative Law Judge in Fat Katz Tattooz v. National Fuel Gas Distribution Corp., Docket No. C-2013-2359146, Initial Decision dated Sept. 23, 2013 (Final Order entered Nov. 13, 2013) (Fat Katz) (“it is a basic matter of fair business practice that a consumer should be provided a clear billing statement in order to explain charges and adjustments on a bill and learn the basis for the charge or adjustment in order to determine if they were correctly calculated.”).

Finally, Mr. Moyer further argued that the information provided by PPL disregards the principle of “immediate positive feedback” which the Commission identified as a priority which is intended to encourage the increased use of alternative energy. Moyer M.B. at 28, *citing*, Final Rulemaking Order at 17.

In response to Mr. Moyer’s argument that the information on his bills is not sufficiently specific, PPL argued that Mr. Moyer has failed to sustain his burden of proving that the billings of his accounts violated the Public Utility Code, the AEPS Act, any Commission order or regulation or a Commission-approved tariff of the company. In particular, PPL notes that it has calculated and applied all of the credits for excess generation that were owed to Mr. Moyer for the time period April 2017 through February 2018 and, therefore, Mr. Moyer was never harmed financially. PPL M.B. at 16. PPL provided significant detail in its brief in support of this position that Mr. Moyer was never financially harmed. Id. at 16-19. In addition, PPL argued that Mr. Moyer’s arguments should be rejected because the company has explained any inconsistencies in Mr. Moyer’s bills through the relevant time period, noting, in part, for example, that new personnel who had recently started at the position made an inadvertent error or applied the credit to a past due balance. Id. at 20-21.

In response to Mr. Moyer’s arguments that PPL is not complying with past Commission decisions, PPL identified in its brief the history of Mr. Moyer’s virtual meter aggregation accounts for April, 2017 through February 2018 in PPL Exhibit Number 10 and demonstrated how the manual billing process has been used to aggregate, credit and bill Mr. Moyer’s account. PPL M.B. at 13. PPL argued that the manual billing process correctly calculated and applied the credits to Mr. Moyer’s account and provided detailed explanation regarding the manual billing process. Id. at 13-15; *see also*, PPL Exh. No. 10. PPL also argued that Mr. Moyer is misinterpreting what the Commission required it to do and that it has complied

with the Commission's requirements of Moyer I. PPL R.B. at 13. PPL added that nothing in Moyer I required the company to provide the information continually. Id.

b. Disposition

Mr. Moyer's arguments that PPL is not providing him with sufficient detail on his monthly bills are without merit and will be rejected. Mr. Moyer has failed to demonstrate that PPL has violated the AEPS Act, the Public Utility Code, a Commission order or regulation or a Commission-approved tariff of the company with regard to this issue.

To begin, the Commission has addressed this issue with regard to Mr. Moyer's prior bills and rejected Mr. Moyer's arguments in those instances. *See, Moyer I and Moyer II, passim.* There has been no reason demonstrated in this proceeding why these particular bills at issue in this case issued by PPL to Mr. Moyer from May, 2017 to December, 2017, and admitted into the record of this proceeding, should be treated any different than how the Commission treated Mr. Moyer's prior bills.

With regard to those prior bills, in Moyer II, in response to Mr. Moyer's request that PPL list on his bills, among other things, the amount of electricity generated by his solar facility, the per-unit value of generation, and the amount of the credit expressed in kWh, the Commission stated that "PPL is not obligated under the [Public Utility] Code, the AEPS Act, our regulations or its tariff to list such information on his bills." Moyer II at 25. The Commission referenced Section 56.15 of the Commission's regulations regarding information that EDCs are required to place on residential customer's bills. Id. at 25-27, *citing*, 52 Pa.Code § 56.15 (billing information). The Commission then noted that Mr. Moyer's solar facility is a commercial account and the regulations do not require this information on a commercial customer's bill. Id. at 27.

The Commission determined that, if PPL were to include the additional information Mr. Moyer requests, it would not fit on a standard bill. Id. at 28. The Commission further noted that PPL offers tools to its customers enrolled in virtual meter aggregation to aid them in understanding their bills and that PPL has provided Mr. Moyer with a spreadsheet that is

updated monthly which outlines the data PPL uses to calculate his bills and credits. Id. The Commission added: “therefore, the evidence affirms that while PPL is not required to present the additional information the complainant requests on the complainant’s bills, PPL has made this information available to the complainant by other means.” Id.

These determinations by the Commission govern disposition of Mr. Moyer’s current complaint. Mr. Moyer has not demonstrated in this case that the bills at issue herein violate the Commission’s determination in Moyer II or otherwise violate any Commission regulation.

A close examination of Mr. Moyer’s bills in question reveals that, for the bills Mr. Moyer receives for usage at his home, the average kilowatt usage per day is listed for each month, including a month-to-month comparison from 2016 to 2017, in bar chart format. *See e.g.*, Moyer Exh. 102. Additional detail is also provided regarding the monthly comparison of days billed, kilowatt hours used, average kilowatt per day, average temperature, billing period, reading type, reading, yearly comparison, total yearly use and average monthly use. Id. None of that information is included on the bills regarding the electricity generated by Mr. Moyer’s solar panels. *See e.g.*, Moyer Exh. 101. In addition, on the bills for Mr. Moyer’s home, both the generation charge and the transmission charge include the relevant kilowatts and the cents per kilowatt used to determine the line item charge. *See e.g.*, Moyer Exh. 102. The line item for “excess credit” on Mr. Moyer’s home bill simply says “excess credit” without any determination regarding the number of kilowatt hours generated or the price per kilowatt used to determine the credit. Id.

Mr. Moyer would like to see the same level of detail on the monthly bill provided for the electricity he generates at his solar panels as the level of detail on the monthly bill for the electricity he consumes at his home as a residential customer. However, Section 56.15 of the Commission’s regulation requires that bills rendered by a public utility for metered residential public utility service must include “an explanation of how to verify the accuracy of a bill and an explanation, in plain language of the various charges, if applicable....”. 52 Pa.Code § 56.15(12). There is no such corresponding requirement for commercial customers. Therefore, Mr. Moyer

receives the greater level of detail on the bill for his home account than he does for his solar panels which have previously been determined to be a commercial account.

Furthermore, Mr. Moyer's arguments that the process PPL uses to determine his "excess credit" is "an arcane set of hidden manual procedures" will also be rejected. PPL witness Nalesnik explained the internal process of how PPL manually calculates and applies virtual metering credits. Tr. 126. The internal PPL manual was admitted into the record of this proceeding. PPL Exh. No. 5. Ms. Nalesnik added that this process has been found to be lawful by the Commission. Tr. 126. Ms. Nalesnik also testified regarding how the specific information for Mr. Moyer's accounts is determined by discussing PPL Exhibit Number 10 which provides the overall summary of information between his host account and his satellite accounts. Tr. 127-129; PPL Exh. No. 10. Mr. Moyer may believe that the process used by PPL to determine his generation credit is arcane but, as Ms. Nalesnik noted, the Commission has previously approved the process. There is no evidence here to suggest that PPL is acting contrary to the method the Commission previously approved. As such, Mr. Moyer's argument will again be rejected.

It is understandable that Mr. Moyer seeks to obtain detailed information for his solar panel generation bills, given the detailed information he is provided on other bills he receives from PPL for his home, the information EDCs are required to include on residential bills, the manual process PPL uses to determine his credit, and the importance of promoting virtual meter aggregation as an important element of promoting renewable energy. The Commission has determined, however, that nothing obligates PPL to provide such information to Mr. Moyer. The Commission has determined that PPL should not be required to update and automate the process for virtual meter customers in part because there are so few such customers and it is unreasonable to pass that expense on to PPL's other customers when it only benefits a few. Moyer II at 24. Mr. Moyer has not presented any additional evidence in this case that warrants a reexamination of that determination or a finding that Mr. Moyer's recent bills are somehow non-compliant. As noted above, the Commission has previously heard these arguments and rejected them and they will again be rejected here too. Mr. Moyer's arguments that his bills lack sufficient detail and that PPL has failed to comply with various directives of the Commission in prior orders are without merit and will be rejected.

Mr. Moyer's other arguments regarding the purported lack of detail on his bills are also without merit and must be rejected.

For example, Mr. Moyer's argument regarding the definition of "virtual meter aggregation" in the Commission's regulations requiring a "combination, or aggregation, of the meter readings to be shown in the billing process" is also without merit and will be rejected. As previously discussed, the Commission has previously determined that using the internal manual admitted in this proceeding as PPL Exhibit Number 5 and providing Mr. Moyer with the spreadsheets admitted as PPL Exhibit Number 10 is sufficient and that requiring PPL to incur the expense to automate the process would not be prudent, especially where all the requested information would not fit on a standard bill. PPL has combined the meter readings "in the billing process" even though that combination is not present *on the bill itself*. Mr. Moyer has not presented any evidence or argument in this proceeding why the Commission should modify its position with regard to the bills at issue in this case.

Additionally, Mr. Moyer's argument that Fat Katz and the billing requirements set forth therein is relevant to his complaint will also be rejected. As an initial matter, the respondent in Fat Katz was not PPL and the complainant was not a virtual meter aggregation customer. These two facts distinguish Fat Katz from Mr. Moyer's complaint. While it is undeniable that it is a basic matter of fair business practice that a consumer should be provided a clear billing statement in order to explain charges and adjustments on a bill, and to learn the basis for the charge or adjustment in order to determine if they were correctly calculated, as stated in Fat Katz and as Mr. Moyer portends here, the Commission's decision in Moyer II is specific to PPL and to virtual meter aggregation customers. The Commission noted in Moyer II that there are less than 100 customers affected by the issues raised by Mr. Moyer in that complaint and that it would not be a prudent expense to require PPL to modify its billing system for less than 100 customers. It is also significant that Mr. Moyer's complaint involves virtual meter aggregation within the confines of the AEPS Act whereas the complaint in Fat Katz does not. Finally, the Commission's regulations regarding residential billing information were applicable to the complainant in Fat Katz as a small business customer pursuant to Section 62.74(b)(5) of the

Commission's regulations which is not implicated here.² These differences are sufficient to distinguish Fat Katz from Mr. Moyer's complaint.

In conclusion, Mr. Moyer's argument that the bills he has been provided by PPL from July, 2017 to November, 2017 lack sufficient detail is without merit and will be dismissed. Mr. Moyer has failed to satisfy his burden to prove that PPL in anyway violated the Public Utility Code, the AEPS Act, the Commission's regulations or a Commission-approved tariff of the company with regard to the bills provided on his accounts.

2. Prudent Expense

a. Parties' Positions

In his brief, Mr. Moyer argued that "the record does not support PPL's claim that the alternative [billing system], automation, would not be a prudent expense." Moyer M.B. at 45-46; *see also*, Tr. 32. Mr. Moyer claims that this argument "slights" virtual meter aggregation and "ignores fair business practice." Id. at 30. In response to the argument that the small number of virtual meter customers does not justify the expense of automating the virtual meter aggregation billing process, Mr. Moyer argued that "the limited adoption of virtual metering is no accident, and the near total absence of residential customers is easily explained by PPL's active disregard for virtual meter aggregation." Id. Mr. Moyer argued that there is no detailed information about virtual meter aggregation on PPL's website and PPL's customer service number is not responsive. Id. at 30-31. Mr. Moyer added that "consideration of costs may not override the regulations or limit access to" virtual meter aggregation. Id. at 31. Mr. Moyer also argues that the cost of PPL's manual billing process for virtual meter aggregation customers is not inexpensive. Id. at 44-45. Finally, Mr. Moyer cites to testimony from a PPL witness in a proceeding involving one of his prior complaints to argue that the additional cost of automating virtual meter aggregation billing would only be 11 cents per customer. Id. at 45-46.

² Section 62.74(b)(5) of the Commission's regulations provides that "the requirements of section 56.15 shall be incorporated in customer bills to the extent that section 56.15 applies." 52 Pa.Code § 62.74(b)(5).

In response, PPL argued that the Commission has already addressed this issue and determined that “the cost that would be necessary to upgrade [PPL’s] billing system, automating its billing process would not be a prudent expense at this time.” PPL R.B. at 5-6, *quoting*, Moyer II at 24. PPL added that “although there are now 110 participants in PPL’s virtual meter aggregation program as opposed to the 98 cited in the May 19, 2016 Order, the addition of only 12 customers does not suddenly undo the Commission’s finding and transform the costly upgrade into a prudent expense today.” Id. at 6, n. 7, *citing*, Tr. 188.

b. Disposition

Mr. Moyer’s argument that the virtual meter aggregation billing process should be automated because doing so would be a “prudent expense” is without merit and will be rejected.

In Moyer II, the Commission stated:

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.

Id. at 24. PPL is correct that the increase of virtual meter aggregation customers from 98 to 110 since the Commission order in Moyer II does not change this determination. Nor does any other evidence that Mr. Moyer presented in this proceeding with regard to the specific monthly bills at issue herein warrant a change in this determination.

It is well established that the Commission may not interfere in the management of a utility unless an abuse of discretion or arbitrary action by the utility has been shown. Pa. Pub. Util. Comm’n v. Philadelphia Electric Co., 561 A.2d 1224 (Pa. 1989). The Commission lacks the statutory power to sit as a super-board of directors for utilities and may not invade utility business decisions. Absent express legislative authority, the Commission may not interfere with

general management decisions of public utilities. Id. In this instance, it is not reasonable to require PPL to spread the cost of automating the virtual meter aggregation billing process for 110 customers over its entire customer base, especially when so few of those 110 customers have taken issue with the manual billing process. To the extent that PPL can satisfy its statutory and regulatory requirements through the manual billing process demonstrated in this proceeding it should be allowed to do so. Otherwise, the Commission may not interfere in the management of a utility unless an abuse of discretion or arbitrary action by the utility has been shown. Such a showing has not been made here.

Mr. Moyer's arguments are without merit. Mr. Moyer's claim that there would be more virtual meter aggregation customers if PPL promoted the program on its website better or provided more help from customer service representatives when a virtual meter aggregation customer called PPL will be rejected. There is no record evidence to suggest that more customers would enroll in the virtual meter aggregation process if PPL made those changes. Nor would it be reasonable that those issues would impede a customer's enrollment in the program. Similarly, Mr. Moyer's reliance on "fair business practices" articulated in Fat Katz, supra, is also without merit for the reasons discussed above regarding why that case is distinguishable from this case.

In addition, Mr. Moyer's reliance on testimony from a PPL witness in a prior proceeding involving one of his earlier complaints will also be rejected. While it is recognized that Mr. Moyer is proceeding pro se and is, therefore, given some leeway on procedural issues, the Commission previously rejected Mr. Moyer's arguments regarding that testimony in Moyer II and again there is no reason demonstrated why that testimony should be accepted here.

Finally, Mr. Moyer's argument that PPL's claim of an inexpensive manual billing process being unsupported by the record is also without merit. First, Mr. Moyer has the burden in this proceeding and PPL's burden of going forward only arises after Mr. Moyer has met his initial burden, which he has not. Milkie, supra. Second, Mr. Moyer's claim that the manual process is an imprudent expense interferes with PPL's management of its company. As noted above, absent a showing of an abuse of discretion, arbitrary action or express legislative authority, none of which are present here, PPL's manual billing process is reasonable.

Mr. Moyer's argument that PPL's billing system for virtual meter aggregation customers should be automated because it is a prudent expense is without merit and will be rejected.

3. Incorrect charges

a. Parties' Positions

In his complaint, Mr. Moyer checked off that there are incorrect charges on his bill. During the hearing, Mr. Moyer testified regarding numerous problems with his bill. For example, Mr. Moyer testified: "Well, there is excess credit, \$28.77, but how can that be? Something's definitely wrong, and I'm confused. \$65 in June, no credit in July, and now only \$28 in August." Tr. 19. In his brief, Mr. Moyer provided significant detail regarding various "flaws, lapses, and errors in PPL's billing process [that] create an adverse 'domino affect'." Moyer M.B. at 38-41. Mr. Moyer also argued that when the recent errors were discovered, PPL attempted to issue corrected bills but "was not successful." Moyer R.B. at 2-3; *see also*, Moyer R.B. at 15-16.

In its briefs, PPL argued that the company calculated and applied all of the credits for excess generation that were owed to Mr. Moyer. PPL provided significant detail regarding each of Mr. Moyer's bills from July, 2017 through and including November, 2017, the bills at issue in this complaint, demonstrating that Mr. Moyer has been correctly billed, with references to various exhibits submitted by Mr. Moyer and PPL, as well as transcript cites of the testimony of the company witnesses. PPL M.B. at 16-19 (citations omitted). PPL concluded that "in sum, PPL Electric Exhibit Number 10 is an accurate record of the crediting and billing history of the complainant's accounts" and that "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." *Id.* at 19.

PPL argued in its briefs that, in one instance, a credit for the July 2017 bill did not appear on the bill because the credit was applied one day after the bill was generated and that this

was an inadvertent error made by a PPL employee who had recently started in her new position. Id. at 20. PPL added that the credit was then reflected in the next month's bill. Id. PPL also argued that some of the generation credits were not applied to some of Mr. Moyer's monthly bills as "excess credits" but, rather, were reflected in the calculation of Mr. Moyer's past due account balance. Id. PPL added that if Mr. Moyer had been paying his balances in full and not carrying a past due balance, the credits would have been applied to his current charges and shown as a separate "excess credit." Id. at 21. PPL also stated that it has taken several steps to correct the inconsistencies and ensure they do not happen again. Id. In particular, a "hold bill" has been placed on Mr. Moyer's account so that PPL witness Nalesnik personally reviews all of Mr. Moyer's bills to ensure the credits are applied correctly before they are issued. Id. at 22.

b. Disposition

Mr. Moyer's argument that there are incorrect charges on his monthly bills from PPL for the period July, 2017 to November, 2017 is without merit and will be rejected.

It is fundamental that utility billing be accurate. The Commission has extensive regulations regarding various aspects of billing. For example, Section 56.15 of the Commission's regulations, as noted above, articulates 14 pieces of information that bills rendered by a public utility for residential service must clearly state. This includes the total amount due, the total amount of payments and other credits during the current billing period and a designation of the applicable rate. 52 Pa.Code § 56.15. In addition, Section 1501 of the Public Utility Code provides 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 services and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees and the public." 66 Pa.C.S. § 1501. Providing reasonable service necessarily includes accurate billing.

In this case, the record lacks evidence that PPL violated the Public Utility Code or the Commission's regulations regarding any billing errors on Mr. Moyer's bills for the period July, 2017 to November, 2017. In part, what Mr. Moyer characterizes as billing "errors"

comprise some of his concerns regarding the transparency of his bills. Mr. Moyer would like to see more detail regarding his generation from his solar panels on his monthly bill yet, as noted above, the Commission has held that the bills PPL provides to Mr. Moyer as part of the virtual meter aggregation are reasonable. In the instances where Mr. Moyer has been able to identify actual errors in these bills, PPL has demonstrated in response that it has made sufficient efforts to correct such errors. As noted above, the burden of going forward with the evidence may shift from one party to another, but the burden of proof never shifts; it always remains with the complainant. *Milkie, supra*. In this instance, PPL has sufficiently responded to Mr. Moyer's arguments but Mr. Moyer has not sufficiently rebutted PPL's response. Therefore, Mr. Moyer has failed to satisfy his burden of proof on this issue.

For example, PPL demonstrated that, with regard to one error Mr. Moyer identified, a PPL employee who had recently started in her new position made an inadvertent error but was able to correct the error in the subsequent bill. Another billing error was as a result of the credit being applied to a different line item on the bill – the past due balance line instead of the excess credit line. In fact, PPL changed its procedure so that it no longer applies the excess credit to a past due balance. Record evidence also demonstrates that PPL changed several other practices as well in an effort to avoid future errors on Mr. Moyer's bills. PPL's actions were reasonable and do not constitute a violation of the Public Utility Code or Commission regulations. It is not unreasonable that errors occur on a customer's monthly bill so long as those errors are promptly corrected when identified. Utility's are not required to provide perfect service, only reasonable service.

As such, Mr. Moyer has failed to satisfy his burden to demonstrate that there are incorrect charges on his bills.

4. Commission Authority

a. Parties' Positions

In his brief, Mr. Moyer makes several arguments regarding the Commission's jurisdiction to hear the issues he raises in his complaint. Mr. Moyer argued that the Commission

has authority to enforce its regulations and, therefore, it should find that PPL's manual billing process for virtual meter aggregation customers does not comply with Section 75.12 of its regulations. Moyer M.B. at 47-48, *citing*, 52 Pa.Code § 75.12. Similarly, Mr. Moyer also argued that the Commission has the authority to modify its prior orders and should do so to order PPL to "discontinue the present billing process for virtual meter aggregation." *Id.* at 48, *citing*, 66 Pa.C.S. § 501(a). Mr. Moyer then argued that the status of a customer generator is determined by the Pennsylvania Department of Environmental Protection (DEP), not the Commission. *Id.* at 49. Mr. Moyer also argued that PPL's Commission-approved tariff has no authority over the process of issuing generation credit and relies on a recent decision of the Commonwealth Court in Sunrise as support for his decision. *Id.* at 50-52. Finally, Mr. Moyer argued that the Commission has exceeded its authority under the AEPS Act to adjudicate this complaint and claims "the hearings conducted by the Commission are themselves of doubtful validity." *Id.* at 53.

In response, PPL argued in its brief that Mr. Moyer is incorrectly interpreting the AEPS Act in arguing that the DEP is responsible for designating whether an alternative energy source is residential or commercial. PPL R.B. at 14-15. PPL argues that what rate schedule applies to an alternative source of energy is governed by the utility's tariff. *Id.* at 14. PPL also argued that Sunrise does not strip the Commission of jurisdiction to hear complaints such as Mr. Moyer's. *Id.* at 15-16. PPL added that the Commonwealth Court recognized this in both the Sunrise decision as well as its decision addressing an appeal of Mr. Moyer's prior complaint. *See, Moyer Appeal, supra.*

b. Disposition

Mr. Moyer's arguments regarding the Commission's authority to hear his complaint and provide the relief he requested are without merit and will be rejected.

To begin, Mr. Moyer is correct that the Commission has authority to enforce its own regulations and to modify its previous orders. However, Mr. Moyer has not presented any evidence to warrant the Commission enforcing its own regulations or modifying its previous orders in the way that Mr. Moyer would like the Commission to do so. Mr. Moyer has argued,

for example, that the Commission has “declined to enforce the clear requirement of virtual meter aggregation and has permitted PPL to pursue its own arbitrary billing methods.” But the Commission has not declined to enforce any requirements – it has declined to enforce the requirements in the manner Mr. Moyer would like them to be enforced. Similarly, the Commission may, at any time, after notice and opportunity to be heard rescind or amend any order made by it. 66 Pa.C.S. § 703(g). However, simply because the Commission has not rescinded or modified any of its prior orders in the manner in which Mr. Moyer would like does not mean that the Commission should do so here. Mr. Moyer’s arguments regarding the Commission’s ability to enforce its regulations or rescind its decisions are without merit and will be rejected.

With regard to Mr. Moyer’s argument that his status as a residential customer instead of as a commercial customer should be determined by DEP and not the Commission, this argument will also be rejected. PPL is correct that, in hearing Mr. Moyer’s appeal of the Commission’s decisions in his prior complaints, the Commonwealth Court stated that its decision in Sunrise regarding the Commission’s jurisdiction over the AEPS Act was distinguishable from this case:

Specifically, we held [in Sunrise] that common pleas [court] had jurisdiction to decide eligibility for net metering pursuant to the Alternative Energy Portfolio Standards Act (AEPS) . . . and that it did not err in refusing to cede jurisdiction to the PUC. Contrary to Moyer’s position herein, Sunrise Energy, LLC, does not affect the jurisdictional validity of the PUC’s order in this case.

In the present case, Moyer through his then counsel, filed a complaint with the PUC challenging PPL’s billing procedures and its practices for virtual meter aggregation and PPL’s assignment, based on its tariff, of its commercial GS-1 rate to Moyer’s host (solar panel) account. Before the PUC entered its final order, the issue of Moyer’s eligibility for virtual meter aggregation became moot when PPL agreed to allow Moyer to participate in the program. ***At a minimum, the remaining issues were within the PUC’s jurisdiction.*** . . . Sunrise Energy, LLC, therefore, is distinguishable from the present case and the PUC had jurisdiction to decide the issues before it.

Moyer Appeal at 8-9 (emphasis added). As a result, Mr. Moyer’s argument will be rejected.

With regard to Mr. Moyer's argument regarding the impact of PPL's tariff, it is well accepted that a tariff is a set of operating rules imposed by the Commission that each public utility must follow in order to provide service to its customers. PPL Electric Utilities Corp. v. Pa. Pub. Util. Comm'n, 912 A.2d 386 (Pa. Cmwlth. 2006). Each public utility must file a copy of its tariff with the Commission setting forth its rates, services, rules, regulations and practices so that the public may inspect its contents. 66 Pa.C.S. § 1302; 52 Pa.Code § 53.25; Philadelphia Suburban Water Co. v. Pa. Pub. Util. Comm'n, 808 A.2d 1044 (Pa. Cmwlth. 2002). Public utility tariffs must be applied consistent with their language. Public utility tariffs have the force and effect of law and are binding on the public utility and its customers. Pennsylvania Electric Co. v. Pa. Pub. Util. Comm'n, 663 A.2d 281 (Pa. Cmwlth. 1995) (Penelec). The Commission has no authority to allow a public utility to deviate from its tariff even where the Commission concludes it is in the public interest. Philadelphia Suburban Water Co. v. Pa. Pub. Util. Comm'n, 808 A.2d 1044 (Pa. Cmwlth. 2002). A public utility may not charge a rate other than the rates set forth in its tariff. 66 Pa.C.S. § 1303. Therefore, Mr. Moyer's argument that PPL's Commission-approved tariff has no authority over the process of issuing generation credit is without merit and will be rejected.

As a result, Mr. Moyer's arguments regarding the Commission's authority in this case will be rejected.

5. Rate Classification

a. Parties' Positions

In his briefs, Mr. Moyer argued that PPL previously inspected and approved his renewable system as a residential system. Moyer M.B. at 17, *citing*, Moyer Exh. No. 6 ("PP&L Service Cut-in Request," the original inspection and approval certificate, noting that the structure is classified as residential); *see also*, Tr. 11. Mr. Moyer argued that, "in spite of this initial classification, PPL now regards my system as a 'commercial' installation and imposes the corresponding GS-1 customer charge," contrary to its own initial approval. *Id.* Mr. Moyer argued that PPL's reliance on its tariff in making this determination is erroneous and misplaced

because the standards for customer-generators are established by the AEPS Act and that those standards must be verified by DEP. Id. at 17-18 (citations omitted). Mr. Moyer concluded that “ultimately, whether my installation meets the ‘standard’ for ‘residential service’ is a question beyond the purview of PPL and the PUC. The Commission should enforce the original ‘residential’ status of my PV system or, alternatively, seek a determination from the DEP as the [AEPS] Act requires.” Id. at 18.

In response to Mr. Moyer’s arguments, PPL argued that both the Commission and the Commonwealth Court found Mr. Moyer’s solar account was properly assigned to a small commercial rate schedule, rate schedule GS-1. PPL R.B. at 6. PPL argued that the Commission’s determination was based on the fact that the facility is not a dwelling, as is required for a residential classification, and because a transformation step down must take place to the solar facility. Id. at 6-7 (citations omitted); *see also*, PPL R.B. at 14-15.

b. Disposition

Mr. Moyer’s argument that his solar account should properly be classified as a residential account is without merit and will be rejected.

Mr. Moyer’s concern is understandable. PPL initially determined that Mr. Moyer’s solar account was residential, as evidenced by the “PP&L Service Cut-In Request” form issued by Light-Heigel and Associates on March 10, 2009. Moyer Exh. No. 6. Subsequently, however, the Commission determined that the solar account was properly assigned to the GS-1 rate. Moyer II at 35. In Moyer II, the Commission noted Mr. Moyer’s frustration, especially since there is no evidence to suggest that he is using the solar facility to engage in any commercial activity. Id. The Commission also noted that Mr. Moyer is correct that nothing in the AEPS Act or the Commission’s regulations mandates that a residential customer-generator receive service under a commercial rate schedule for his host account if he elects virtual meter aggregation. Id. The Commission’s determination supersedes the determination made by Light-Heigel and Associates.

The Commission relied on PPL's tariff in support of the classification of Mr. Moyer's solar account as commercial, noting that a tariff is a legal document that is binding on both the utility and its customers. Id. at 35-36, *citing*, Penelec, *supra*. In doing so, PPL is correct that the Commission found that the solar account does not qualify for the residential rate because it is not a dwelling as defined in PPL's tariff and because PPL must perform one standard transformation to step down the distribution line's voltage from 240 volts to 120 volts at the point of delivery. Id. at 36-37. The Commission also noted that Mr. Moyer "voluntarily elected to enroll in PPL's virtual meter aggregation program and was not forced to do so by the company." Id. at 38.

As PPL noted, the Commission's determination was then affirmed on appeal by the Commonwealth Court. Moyer Appeal, *supra*, at 14.

Mr. Moyer has not presented any evidence in this proceeding to demonstrate why the Commission's prior determination in Moyer II, as affirmed by the Commonwealth Court in the Moyer Appeal, does not govern his bills provided to him by PPL from July 2017 to November 2017. There is no record evidence that demonstrates that the solar accounts may now qualify as a "dwelling" to be eligible for the residential rate. Nor has Mr. Moyer demonstrated that the one standard transformation to step down the distribution line's voltage from 240 volts to 120 volts at the point of delivery that PPL has to perform has also changed. It is appropriate that the commercial GS-1 rate be applied to the service Mr. Moyer receives at his solar account for the months July, 2017 through November, 2017 as required by PPL's tariff and affirmed by both the Commission and the Commonwealth Court. As a result, Mr. Moyer's argument in this proceeding is without merit and must be rejected.

6. Res Judicata and collateral estoppel

a. Parties' Positions

In its main brief, PPL argued that Mr. Moyer's instant "complaint is barred by the doctrines of 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 billing and billing process for virtual meter aggregation." PPL M.B. at 26. PPL added that Mr. Moyer previously filed his first and second complaint against PPL challenging the company's virtual meter aggregation program, bills and billing process and the Commission entered a final judgment on the merits sustaining in part and dismissing in part the complaints. Id. at 26-27. Mr. Moyer then appealed the Commission's order to the Commonwealth Court which affirmed the Commission and the Supreme Court declined to hear the case. Id. at 27. PPL argued that Mr. Moyer is barred from re-litigating any of the claims, issues and requests for relief that were raised in the first and second complaint proceedings. Id. at 29. PPL provided similar arguments in its reply brief with additional details and specific references to claims Mr. Moyer made in his main brief. PPL R.B. at 4-13.

In response to PPL's arguments, Mr. Moyer argued that "contrary to insinuations by PPL, the present complaint raises issues that were not previously adjudicated or resolved." Moyer R.B. at 9. Mr. Moyer then articulated 12 issues he believes are not barred by the doctrines of res judicate or collateral estoppel. Id. at 9-12. Mr. Moyer added that "it is urgent, and entirely appropriate, that the Commission should examine PPL's compliance with the Order of January 9, 2014, and that it should assess the effectiveness or ineffectiveness of that order which required PPL to provide additional information to me." Id. at 12. Mr. Moyer concluded that "contrary to PPL's assertions about res judicata and collateral estoppel, the violations, errors and irregularities submitted with the 2017 complaint have not been 'fully and finally adjudicated' and are not exempt from litigation." Id.

b. Disposition

PPL's argument that Mr. Moyer's complaint is barred by the doctrines of res judicata and collateral estoppel is without merit and will be rejected.

The doctrine of res judicata is designed to promote certainty, finality and judicial economy. It reflects the refusal of the law to tolerate the re-litigation of a matter decided by a court or agency of competent jurisdiction. The courts have repeatedly stated that a "final valid judgment on the merits by a court of competent jurisdiction bars any future suit between the

same parties on the same cause of action." McCarthy, et al. v. Township of McCandless, 300 A.2d 815 (Pa. Cmwlth 1973); Martin v. Poole, 232 Pa. Super. 263, 177 A.2d 339 (1975). Under res judicata, when a court of competent jurisdiction enters a final judgment on the merits of a cause of action, the parties to that case and their privies are thereafter bound "not only as to every matter which was offered and received, but also as to any other admissible matter which might have been offered." Commissioner of Internal Revenue v. Sunnen, 333 U.S. 591, 68 S.Ct. 715, 719 (1948); Jones v. Costlow, 354 Pa. 245, 47 A.2d 259 (1946).

For the doctrine to prevail, four conditions must be met: (1) identity of issues, (2) identity of causes of action, (3) identity of persons and parties to the action, and (4) identity of the quality and capacity of the parties suing or sued. Safeguard Mutual Insurance Co. v. Williams, 463 Pa. 567, 345 A.2d 664 (1975) and Day v. Volkswagenwerk Aktiengesellschaft, 318 Pa. Super. 225, 464 A.2d 1313 (1983)(Day); Northwestern Lehigh School District v. Commonwealth of Pennsylvania, Agricultural Lands Condemnation Approval Board, 134 Pa. Commw. 291, 578 A. 2d 614 (1990). The Commonwealth Court stated that, "for the purposes of res judicata, there is identity of causes of action when in both the old and new proceedings, the subject matter and the ultimate issues are the same." Howard v. Department of Public Welfare, 108 Pa. Commw. 592, 529 A.2d 1231 (1987).

Similar to the doctrine of res judicata is the doctrine of collateral estoppel. However, it is a broader concept. Collateral estoppel prevents a question of law or an issue of fact that has been once litigated and adjudicated finally in a court of competent jurisdiction from being relitigated in a subsequent suit. The four requirements for a plea of collateral estoppel to prevail are: (1) the issue decided in the prior adjudication is identical with the one presented in the later action; (2) there was a final judgment on the merits; (3) the party against whom the plea is asserted was a party or in privity with the party to the prior adjudication; and (4) the party against whom the plea is asserted has had a full and fair opportunity to litigate the issues in question in the prior action. Day, 464 A.2d at 1318, 1319. Collateral estoppel is a doctrine of issue preclusion that seeks to prevent the relitigation of a finally litigated issue in a subsequent proceeding between the same parties. Baker v. Pa. Human Relations Comm., 462 A.2d 881 (Pa. Cmwlth. 1983); *see also*, 66 Pa.C.S. § 316 (effect of Commission action).

PPL's argument will be rejected because Mr. Moyer's current complaint – his fourth – pertains to his bills received from July, 2017 to November, 2017 which have not been previously litigated. Although the issues are generally the same – i.e., the transparency of PPL's billing process for its virtual meter aggregation customers, among other things – Mr. Moyer has not had an opportunity to demonstrate that those specific bills are not compliant with the AEPS Act, the Public Utility Code, Commission regulations or Commission-approved tariffs of the company. Therefore, although there has been a valid final judgment with regard to Mr. Moyer's prior bills, there is no identity of issues present here between this proceeding and a proceeding involving one of Mr. Moyer's prior complaints and, therefore, res judicata does not bar Mr. Moyer's current complaint. There is no relitigation of a finally litigated issue with regard to the specific bills at issue in this case.

Regardless, as Mr. Moyer's instant complaint will be dismissed for failure to satisfy his burden to demonstrate that PPL violated the AEPS Act, the Public Utility Code, Commission regulations or any Commission-approved tariff of the company, PPL's argument is moot.

As a result, PPL's argument that Mr. Moyer's complaint is barred by the doctrines of res judicate and collateral estoppel is without merit and will be rejected.

Conclusion

Mr. Moyer's complaint will be dismissed because he has failed to carry his burden to demonstrate that PPL violated the AEPS Act, the Public Utility Code, Commission orders or regulations or any Commission-approved tariff of the company with regard to the service provided to him for the period of July 2017 to November 2017. In particular, the Commission has previously determined that the bills PPL has provided to him for his virtual meter aggregation account are reasonable and Mr. Moyer has not demonstrated that PPL has acted contrary to that previous determination. Mr. Moyer has also not provided any evidence that circumstances have changed such that requiring PPL to automate its billing process for virtual meter aggregation customers is now a prudent expense. Similarly, Mr. Moyer has not presented evidence that any errors on his bills constitute a violation of any applicable law.

Likewise, Mr. Moyer's arguments regarding the Commission's jurisdiction and authority to hear his complaint, and to determine whether his account is appropriately classified as a commercial account, are also without merit and will be rejected.

Mr. Moyer was given an opportunity in this proceeding to demonstrate either that the facts have changed regarding his circumstances that warrant a different determination from what the Commission previously determined in Moyer I and Moyer II or that the bills he received from PPL since Moyer II was issued do not comply with the Commission's determinations. Mr. Moyer has failed to satisfy his burden of proving that either of those have happened. Mr. Moyer could have petitioned the Commission for reconsideration of its prior decisions on the issues he has raised but he did not. Similarly, Mr. Moyer's appeal of the Commission's prior determination has not been successful. Therefore, his complaint must again be rejected.

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the subject matter and the parties to this proceeding. 66 Pa.C.S. § 701.
2. Section 332(a) of the Public Utility Code provides that the party seeking relief from the Commission has the burden of proof. 66 Pa.C.S. § 332(a).
3. 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 Tel. Co. of Pa., 72 Pa. PUC 196 (1990).
4. "Burden of proof" means a duty to establish a fact by a preponderance of the evidence, or evidence more convincing, by even the smallest degree, than the evidence presented by the other party. Se-Ling Hosiery v. Margulies, 364 Pa. 54, 70 A.2d 854 (1950).
5. The offense must be a violation of the Public Utility Code, the Commission's regulations or an outstanding order of the Commission. 66 Pa.C.S. § 701.

6. If a complainant establishes a *prima facie* case, the burden of going forward with the evidence shifts to the utility. If a utility does not rebut that evidence, the complainant will prevail. If the utility rebuts the complainant's evidence, the burden of going forward with the evidence shifts back to the complainant, who must rebut the utility's evidence by a preponderance of the evidence. The burden of going forward with the evidence may shift from one party to another, but the burden of proof never shifts; it always remains on a complainant. Milkie v. Pa. Pub. Util. Comm'n, 768 A.2d 1217 (Pa.Cmwlth. 2001); *see also*, Burleson v. Pa. Pub. Util. Comm'n, 443 A.2d 1373 (Pa.Cmwlth. 1982).

7. The decision of the Commission must be supported by substantial evidence. 2 Pa.C.S. § 704.

8. "Substantial evidence" is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. Norfolk & Western Ry. Co. v. Pa. Pub. Util. Comm'n, 489 Pa. 109, 413 A.2d 1037 (1980); Erie Resistor Corp. v. Unemployment Comp. Bd. of Review, 194 Pa.Super. 278, 166 A.2d 96 (1961); and Murphy v. Comm., Dept. of Public Welfare, White Haven Center, 85 Pa.Cmwlth 23, 480 A.2d 382 (1984).

9. Net metering is the means of measuring the difference between the electricity supplied by an electric utility and the electricity generated by a customer-generator when any portion of the electricity generated by the alternative energy generating system is used to offset part or all of the customer-generator's requirements for electricity. 73 Pa.C.S. § 1648.2.

10. Virtual meter aggregation on properties owned or leased and operated by a customer-generator and located within two miles of the boundaries of the customer-generator's property and within a single electric distribution company's service territory shall be eligible for net metering. 73 Pa.C.S. § 1648.2.

11. An EDC and DSP shall credit a customer-generator at the full retail kilowatt-hour rate, which shall include generation, transmission and distribution charges, for each kilowatt-hour produced by a Tier I or Tier II resource installed on the customer-generator's side of the electric revenue meter, up to the total amount of electricity used by that customer during the billing period. 52 Pa.Code § 75.13(d).

12. If a customer-generator supplies more electricity to the electric distribution system than the EDC and DSP deliver to the customer-generator in a given billing period, the excess kilowatt hours shall be carried forward and credited against the customer-generator's kilowatt-hour usage in subsequent billing periods at the full retail rate. Any excess kilowatt hours that are not offset by electricity used by the customer in subsequent billing periods shall continue to accumulate until the end of the year. 52 Pa.Code § 75.13(d).

13. For customer-generators involved in virtual meter aggregation programs, a credit shall be applied first to the meter through which the generating facility supplies electricity to the distribution system, then through the remaining meters for the customer-generator's account equally at each meter's designated rate. 52 Pa.Code § 75.13(d).

14. It is well established that the Commission may not interfere in the management of a utility unless an abuse of discretion or arbitrary action by the utility has been shown. Pa. Pub. Util. Comm'n v. Philadelphia Electric Co., 561 A.2d 1224 (Pa. 1989).

15. 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 services and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees and the public. 66 Pa.C.S. § 1501.

16. A tariff is a set of operating rules imposed by the Commission that each public utility must follow in order to provide service to its customers. PPL Electric Utilities Corp. v. Pa. Pub. Util. Comm'n, 912 A.2d 386 (Pa. Cmwlth. 2006).

17. Each public utility must file a copy of its tariff with the Commission setting forth its rates, services, rules, regulations and practices so that the public may inspect its contents. 66 Pa.C.S. § 1302; 52 Pa.Code § 53.25; Philadelphia Suburban Water Co. v. Pa. Pub. Util. Comm'n, 808 A.2d 1044 (Pa. Cmwlth. 2002).

18. Public utility tariffs have the force and effect of law and are binding on the public utility and its customers. Pennsylvania Electric Co. v. Pa. Pub. Util. Comm'n, 663 A.2d 281 (Pa. Cmwlth. 1995).

19. The Commission has no authority to allow a public utility to deviate from its tariff even where the Commission concludes it is in the public interest. Philadelphia Suburban Water Co. v. Pa. Pub. Util. Comm'n, 808 A.2d 1044 (Pa. Cmwlth. 2002).

20. A public utility may not charge a rate other than the rates set forth in its tariff. 66 Pa.C.S. § 1303.

21. A final valid judgment on the merits by a court of competent jurisdiction bars any future suit between the same parties on the same cause of action. McCarthy, et al. v. Township of McCandless, 7 Pa. Commw. 611, 300 A.2d 815 (1973); Martin v. Poole, 232 Pa. Super. 263, 177 A.2d 339 (1975).

22. Under res judicata, when a court of competent jurisdiction enters a final judgment on the merits of a cause of action, the parties to that case and their privies are thereafter bound "not only as to every matter which was offered and received, but also as to any other admissible matter which might have been offered." Commission v. Sunnen, 333 U.S. 591, 68 S.Ct. 715, 719 (1948); Jones v. Costlow, 354 Pa. 245, 47 A.2d 259 (1946).

23. For the doctrine of res judicata to prevail, four conditions must be met: (1) identity of issues, (2) identity of causes of action, (3) identity of persons and parties to the action,

and (4) identity of the quality and capacity of the parties suing or sued. Safeguard Mutual Insurance Co. v. Williams, 463 Pa. 567, 345 A.2d 664 (1975) and Day v. Volkswagenwerk Aktiengesellschaft, 318 Pa. Super. 225, 464 A.2d 1313 (1983); Northwestern Lehigh School District v. Commonwealth of Pennsylvania, Agricultural Lands Condemnation Approval Board, 134 Pa. Commw. 291, 578 A. 2d 614 (1990).

24. For the purposes of res judicata, there is identity of causes of action when in both the old and new proceedings, the subject matter and the ultimate issues are the same. Howard v. Department of Public Welfare, 108 Pa. Commw. 592, 529 A.2d 1231 (1987).

25. Collateral estoppel is a doctrine of issue preclusion that seeks to prevent the relitigation of a finally litigated issue in a subsequent proceeding between the same parties. Baker v. Pa. Human Relations Comm., 462 A.2d 881 (Pa. Cmwlth. 1983).

26. Mr. Moyer has failed to demonstrate that PPL violated the AEPS Act, the Public Utility Code, any Commission order or regulation or any Commission-approved tariff of the company with regard to any service provided to him between July 2017 and November 2017.

ORDER

THEREFORE,

IT IS ORDERED:

1. That Moyer Exhibit Number 15 is admitted into the record of this proceeding and Mr. Moyer is directed to provide two copies of the exhibit to the Commission's Secretary's Bureau for inclusion in the official file.

2. That the formal complaint filed by Jay Larry Moyer against PPL Electric Utilities Corporation on September 29, 2017 and docketed at C-2017-2629683 is hereby dismissed.

3. That this matter be marked closed.

Date: August 24, 2018

/s/
Joel H. Cheskis
Deputy Chief Administrative Law Judge