BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition of TotalEnergies Distributed Generation USA, LLC for Interim Emergency Order	: : :	P-2024-3051440

ORDER GRANTING INTERIM EMERGENCY RELIEF
AND CERTIFYING MATERIAL QUESTION

INTRODUCTION

On October 9, 2024, we conducted an evidentiary hearing on the Petition of TotalEnergies Distributed Generation USA, LLC (TotalEnergies or Petitioner) for Interim Emergency Relief (Petition). TotalEnergies seeks an interim emergency order staying the application of PPL Electric Utilities, Inc.'s (PPL) customer generator approval process, specifically, its requirement for a non-refundable deposit for projects seeking to interconnect with PPL's distribution system and participate in net metering. PPL opposes the Petition on the grounds that the request is not ripe and does not meet the standards for interim emergency relief. For the reasons set forth below, we grant the Petition because TotalEnergies has demonstrated that: (1) the Petitioner's right to relief is clear, (2) the need for relief is immediate, (3) the injury would be irreparable if relief is not granted, and (4) the requested relief is not injurious to the public interest. As a result, the requirements for the Petition to be granted as set forth in 52 Pa. Code § 3.6 of the Commission's regulations are satisfied.

HISTORY OF THE PROCEEDING

On September 30, 2024, TotalEnergies filed a petition for interim emergency relief with the Pennsylvania Public Utility Commission (Commission) pursuant to 52 Pa. Code § 3.6. This filing was docketed at P-2024-3051440.

Also on September 30, 2024, TotalEnergies filed a Formal Complaint (Complaint) against PPL which was docketed at C-2024-3051475. In the Complaint, TotalEnergies alleges that PPL's adoption of a new customer-generator interconnection approval process, particularly the non-refundable deposit, is unreasonable and in violation of 66 Pa. C.S. §§ 1301 and 1501, and Commission regulations. As relief, TotalEnergies asks the Commission to "permanently bar PPL from imposing substantial non-refundable deposits on customer generators." Petition, p. 10.

In the instant Petition, TotalEnergies seeks as relief that the Commission restrict PPL from making any deposit non-refundable, at least until the Commission's final disposition of the Complaint.

On October 2, 2024, a Telephonic Emergency Hearing Notice was issued scheduling an initial telephonic emergency hearing for Tuesday, October 8, 2024, at 1:00 p.m., before Administrative Law Judges Steven K. Haas and F. Joseph Brady.

The emergency evidentiary hearing convened on October 8, 2024, as scheduled. TotalEnergies was represented by Todd S. Stewart, Esquire. PPL was represented by Devin T. Ryan, Esquire. TotalEnergies presented the testimony of Christopher Elias and marked three exhibits for identification that were admitted into the record:

TotalEnergies Exh. 1 – Project Impact Review
TotalEnergies Exh. 2 (Confidential) – Invoice
TotalEnergies Exh. 3 (Confidential) – Project List

Tr., p. 43. PPL conducted cross-examination but did not present testimony.

We received the 56-page expedited transcript on October 9, 2024. We also received Memorandums of Law from both parties on October 9, 2024. This Petition is now ripe for decision.

RELIEF REQUESTED

TotalEnergies is a developer of renewable energy projects in the United States and has made several customer generator applications for net metered solar generating facilities in the PPL service area. PPL is an electric distribution company (EDC) under the jurisdiction of the Commission. This Petition arises from PPL's implementation of a non-refundable deposit requirement for customer-generator developers of net metered renewable or alternative energy projects, *i.e.* TotalEnergies, seeking to interconnect with PPL's distribution system. The deposits are intended to secure payment by the customer-generator to PPL for complex engineering, interconnection equipment and other elements involved in the interconnection process and are based on 25% of the total costs. The Petition seeks to enjoin PPL from imposing this non-refundable deposit requirement pending final disposition of the corresponding Complaint at C-2024-3051475.

LEGAL STANDARDS

Section 3.6 of the Commission's regulations allows a party to submit a petition for interim emergency order during the course of a proceeding. 52 Pa. Code § 3.6(a). The petition shall be filed with the Secretary and served contemporaneously on the Chief Administrative Law Judge and on the parties. *Id.* To the extent practicable, a petition for an interim emergency order must be in the form of a petition as set for in Section 5.41 of the Commission's regulations and must be supported by a verified statement of facts which establishes the existence of the need for emergency relief. 52 Pa. Code § 3.6(b).

The purpose of an interim emergency order is to grant or deny injunctive relief during the pendency of a proceeding. 52 Pa. Code § 3.1. "Emergency" is defined in the Commission's Regulations as "[a] situation which presents a clear and present danger to life or property or which is uncontested and requires action prior to the next scheduled public meeting." 52 Pa. Code § 3.1. However, the Commission has pointed out that "Commission determinations under Section 3.6 of our Regulations focus on the four elements required for interim emergency relief and do not typically address or require the presence of a clear or present danger."

Birdsboro Kosher Farms Corp. v. Pennsylvania-American Water Co., P-2021-3026165 (Opinion and Order entered July 7, 2021) at 7 (*Birdsboro*) (citations omitted).

The four elements that govern the issuance of interim emergency order are set forth at 52 Pa. Code § 3.6. Section 3.6 requires that a petition for interim emergency relief be supported by a verified statement of facts that establishes the existence of the need for emergency relief, including facts to support the following:

(1) The petitioner's right to relief is clear.
(2) The need for relief is immediate.
(3) The injury would be irreparable if relief is not granted.
(4) The relief requested is not injurious to the public interest.

52 Pa. Code § 3.6(b). The Commission may grant interim emergency relief only when all the foregoing elements exist. *Glade Park East Home Owners Ass'n v. Pa. Pub. Util. Comm'n*, 628 A.2d 468 (Pa. Cmwlth. 1993) (*Glade Park*).

The party seeking relief bears the burden of proving that the facts and circumstances meet all four of the requirements of 52 Pa. Code § 3.6(b). The burden of proof must be carried by a preponderance of the evidence. *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990). That is, the petitioner's evidence must be more convincing, by even the smallest amount, than that presented by the other party. *Se-Ling Hosiery, Inc. v. Margulies*, 70 A.2d 854 (Pa. 1950).

Additionally, any finding of fact necessary to support the Commission's decision must be based upon substantial evidence. *Mill v. Pa. Pub. Util. Comm'n*, 447 A.2d 1100 (Pa. Cmwlth. 1982); *Edan Transp. Corp. v. Pa. Pub. Util. Comm'n*, 623 A.2d 6 (Pa. Cmwlth. 1993). More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk and W. Ry. Co. v. Pa. Pub. Util. Comm'n*, 413 A.2d 1037 (Pa. 1980); *Erie Resistor Corp. v. Unemployment Comp. Bd. of Review*, 166 A.2d 96 (Pa. Super. 1960); *Murphy v. Pa. Dept. of Pub. Welfare, White Haven Ctr.*, 480 A.2d 382 (Pa. Cmwlth. 1984).

Furthermore, the Commission's regulations require that "[a]n interim emergency order may not be issued until the presiding officer holds a hearing on the merits of the petition. The hearing must be held within 10 days of the filing of the petition." 52 Pa. Code § 3.6a. The presiding officer is required to issue an order granting or denying interim emergency relief within 15 days of the filing of the petition setting forth the findings required by 3.6(b). 52 Pa. Code § 3.7(a)-(b). An interim emergency order or an order denying interim emergency relief will be served as expeditiously as practicable on the parties. 52 Pa. Code § 3.7(c). The order following the hearing on a petition for interim emergency relief must include a brief description of the evidence presented and a grant or denial of the petition. 52 Pa. Code § 3.8(a).

The order granting or denying interim emergency relief is immediately effective upon issuance by the presiding officer and no stay is permitted. 52 Pa. Code § 3.10(a). When the presiding officer rules upon the petition for an interim emergency order, the presiding officer is also required to certify the question of the grant or denial of relief to the Commission as a material question in the form set forth in Section 5.305 of the Commission's regulations and, thereafter, the parties and the Commission are to follow the procedures in Section 5.305, if applicable. 52 Pa. Code § 3.10(b) (*citing*, 52 Pa. Code § 5.305). The interim emergency order expires upon entry of the final Commission order. 52 Pa. Code § 3.11.

DISCUSSION

1. Whether the Petitioner's Right to Relief is Clear

The first criterion to receive interim emergency relief requires the Petitioner to demonstrate that its right to relief is clear. 52 Pa. Code § 3.6(b)(1).

TotalEnergies' Position

In its Petition, TotalEnergies states, "PPL adopted a "new" process for processing applications for customer-generators in or around May 2024, in which it changed the terms of its Notification of Customer Intent ("NoCI") to require a deposit amounting to 25% of the total

interconnection upgrade cost identified in each project's Interconnection Impact Review ("IIR"). . . ." Petition, p. 5. This deposit is non-refundable. Petition, p. 5.

In arguing that its right to relief is clear, TotalEnergies first notes that the Public Utility Code requires that any rate charged by a public utility be just and reasonable, be approved by the Commission, and that it be contained in the company's tariff. 66 Pa. C.S. §§ 1301, 1303. TotalEnergies argues that PPL neither obtained Commission approval of its new deposit charge requirement, nor did it include the charge in its tariff, prior to implementing the charge in or around May 2024. Accordingly, there has been no Commission determination that the charge is, in fact, just and reasonable, thereby rendering the charge illegal.

TotalEnergies further argues that, ". . . PPL did not adhere to the regulations that require it to file its requirements for net metering projects, including the non-refundable deposit, in its tariff." Petition, p. 6; 52 Pa. Code § 75.13(c). TotalEnergies summarizes, "[a]t a minimum, PPL should have sought Commission approval for these charges before it unilaterally imposed them on customer generators. . . ." Petition, p. 6.

Additionally, it argues that public utilities are not permitted to collect or recover any amounts from developers other than the actual costs of a project. 52 Pa. Code §§ 75.1–75.39. It argues that, because the deposit is non-refundable, if a project is terminated early in the process for any reason, such as changes in the law or environmental issues, PPL could retain an unused portion of the deposit for which it incurred no associated costs or expenses.

For these reasons, TotalEnergies argues that PPL's deposit charge is illegal, thereby rendering its right to relief clear.

PPL's Position

In its Answer to TotalEnergies' Petition, PPL does not separately delineate and address the requirement that the Petitioner prove that its right to relief is clear. However, in arguing in support of its non-refundable deposit charge, it states:

> . . . PPL Electric is authorized to charge interconnection applicants for the costs to study, engineer, design, and construct the distribution system upgrades necessary to facilitate the alternative energy systems' interconnection. *See, e.g.*, 52 Pa. Code §§75.39(d)(2), e(1), (e)4. In fact, under the Level 3 interconnection review procedures, which apply to all of TotalEnergies' projects currently in the queue, the applicant must agree "to pay for the interconnection facilities and distribution upgrades identified in the interconnection facilities study.

PPL Answer, p. 3.

PPL argues in its Answer:

> The 25% non-refundable deposit is designed to cover the costs PPL Electric incurs to design, manage, and order long lead time items for the distribution system upgrades, while providing a milestone payment to ensure that the interconnection applicant lives up to its agreement to pay for the interconnection facilities and distribution upgrades identified by the Company.

PPL Answer, p. 9.

Disposition

We are persuaded by TotalEnergies' arguments that its right to relief is clear. As noted, PPL, in implementing its new deposit requirements in or around May of 2024, did not first seek Commission review and approval of the non-refundable charge, nor has it included the new charge amounts and procedures in its tariff. Accordingly, there has been no Commission determination that the charge is just and reasonable.

Additionally, while both parties agree that public utilities are authorized to require developers to pay for actual costs of interconnection, PPL has cited to no legal authority that would permit it to potentially retain deposit money it receives from developers for which it has incurred no associated costs. Both PPL and TotalEnergies agree that PPL is authorized to charge interconnection applicants for the costs to study, engineer, design, and construct the distribution

system upgrades necessary to facilitate the alternative energy systems' interconnection. *See*, *e.g.*, 52 Pa. Code §§ 75.39(d)(2), (e)(1), (e)(4); Answer, p. 9; TotalEnergies MOL, p. 1. However, as explained by Mr. Elias, TotalEnergies may, under certain circumstances, end up canceling certain projects early in the process. This could occur for reasons such as inability to obtain permits, the inability to obtain necessary real estate rights, and environmental issues. Tr., pp. 15-16. In fact, Mr. Elias testified that solar projects proposed by it typically fail between 20-50% of the time. Tr., p. 16. He further testified:

> And if you play that out, were we to make the payment and then, you know, have to cancel these projects and then not be able to recover the money, even if PPL hasn't spent it, you know, represents the loss of a substantial amount of money for no apparent reason. It's not, in our view, reasonable that we should give PPL almost $1.3 million, and then, you know, if it turns out they don't need it for the purpose we gave it to them, they just keep it, after it's cancelled.

Tr., pp. 13-14.

The Commission's regulations authorize public utilities to recover from developers the actual costs associated with the study, engineering, design, and construction of distribution system upgrades necessary to facilitate the alternative energy systems' interconnection. The Commission's regulations do not, however, authorize public utilities to retain deposit money received from developers that was unspent and for which they have incurred no associated costs. PPL has certainly offered no legal justification for its new, non-refundable deposit requirement.

For these reasons, we find that, on balance, TotalEnergies as met its burden of proving that its right to relief is clear.

2. Whether the Need for Relief is Immediate

The second requirement to receive interim emergency relief requires the Petitioner to demonstrate that the need for relief is immediate. 52 Pa. Code § 3.6(b)(2). For the reasons discussed below, we find that Petitioner has satisfied this requirement.

TotalEnergies' Position

Regarding this criterion, TotalEnergies asserts that throughout August and September 2024, it received notification from PPL that PPL had studied the interconnection upgrade costs for 18 of TotalEnergies' projects (Interconnection Impact Review or IRR) and that a non-refundable deposit of 25% of the estimated interconnection costs was payable. The total amount of deposit for the 18 projects, $5,929,625.00, is due within 45 days of receipt of each IRR. Petition, pp. 1-2; TotalEnergies Exh. 3 (Confidential). The first of the deadlines for TotalEnergies to provide deposits is October 11, 2024, and deposits for the other 17 projects are due between then and November 11, 2024.[1] Petition, p. 6; TotalEnergies Exh. 3 (Confidential). If TotalEnergies does not sign the NoCI and pay the non-refundable deposit, it contends that some of its projects "will not progress and will be lost, including queue position." TotalEnergies MOL, p. 3; Tr., pp. 21, 25. According to TotalEnergies, retaining the queue position "is critical because the further down a project is positioned, the higher the costs of and timeline for interconnection become." TotalEnergies MOL, p. 4. Alternatively, TotalEnergies says that it could sign the NoCI and pay the non-refundable deposits, which imposes the risk of forfeiture on the portion of the funds that are not actually expended by PPL. *Id.*, pp. 1-2; Petition, pp. 4-5; Tr., pp. 13-14. TotalEnergies asserts that its need for relief is immediate due to the imminent deadline to select between making and not making the deposit and the attendant financial harm to its business from either choice. Petition, p. 6-7.

[1] According to TotalEnergies, PPL also requires TotalEnergies to sign and return a NoCI within 30 days of receiving the IIR. Petition, p. 5.

PPL's Position

PPL argues that TotalEnergies failed to demonstrate that it requires interim emergency relief to avoid actual harm. To the contrary, PPL asserts that TotalEnergies has not yet paid the deposit, and it is not known if there will be unspent funds to refund. "[U]nless and until TotalEnergies decides not to move forward with the project, it is not harmed by the non-refundability of the deposit," *i.e.* the harm to TotalEnergies is not immediate. Answer, p. 1-2; PPL MOL, p. 2-3. Further, TotalEnergies made no showing that the external risks that could cause a project to collapse after paying the deposit, including potential inability to secure zoning approvals, environmental approvals, and land rights, were certain or likely to occur. PPL MOL, p. 2-3.

PPL also contends that all the alleged risks are financial and that the Commonwealth Court has held that "'adverse economic effects are speculative' and do not warrant interim emergency relief." PPL MOL, p. 2 (citing *Peoples Natural Gas Co. v. Pa. Pub. Util. Comm'n,* 555 A.2d 288, 291 (Pa. Cmwlth. 1989) (*Peoples*)).

Disposition

We conclude that the Petitioner has established that the need for relief is immediate. First, we do not find *Peoples* to be controlling, *i.e.* interim emergency relief is not warranted where the harm is limited to potential economic losses. PPL MOL, p. 2. In considering the need for immediate relief criterion, the Commonwealth Court has found support for the Commission's issuance of an interim emergency order where the petitioner could have lost deposits it would have had to pay to the utility absent emergency relief. *West Penn Power Co. v. Pa. Pub. Util. Comm'n*, 615 A.2d 951, 958 (Pa. Cmwlth. 1992) (*West Penn*). As in *West Penn,* here we are persuaded that there is need for immediate relief given the imminent deadline for TotalEnergies to pay significant non-refundable deposits, to retain its position in the queue and to be able to continue the interconnection process.

PPL argues that the only way the deposit's refundability becomes an issue is if TotalEnergies pays a deposit, fails to move forward with the project, and demands a refund. PPL Answer, p. 6. Until and unless that has occurred, PPL argues there is no harm and the matter is not ripe for disposition. *Id*., pp. 6-7. However, TotalEnergies has shown that harm will occur as soon as the October 11, 2024 deadline for deposits. Mr. Elias testified that at least the first of its projects, for which PPL requires a roughly $800,000 deposit, will not go forward if the deposit is non-refundable. TotalEnergies MOL, p. 2; Tr., pp. 19, 25; TotalEnergies Exh. 3 (Confidential). PPL has not disputed that any of TotalEnergies projects for which TotalEnergies does not pay the non-refundable deposit will lose its place in the queue.

For projects that TotalEnergies does pay the deposit, due between now and November 11, 2024, TotalEnergies will immediately assume the risk that 100% of the deposit will be lost even if the project is not built. TotalEnergies provided credible testimony that projects regularly collapse due to externalities it cannot control: changes in law, inability to permit, unexpected costs for obtaining and complying with environmental approvals. Tr., pp. 15-16, 32-33. TotalEnergies will bear that significant risk as soon as the non-refundable deposit is paid.

We conclude that Petitioner has proven by a preponderance of the evidence that its need for relief is immediate.

3. Whether the Injury would be Irreparable if Relief is not Granted

The third criterion which the Petitioner must satisfy is whether the injury would be irreparable if relief is not granted. 52 Pa. Code § 3.6(b)(3). In determining whether an injury is irreparable, the Commission considers "whether the harm can be reversed if the request for emergency relief is not granted." *Application of Fink Gas Company for Approval of the Abandonment of Service by Fink Gas Company to 22 Customers Located in Armstrong County, Pennsylvania, and the Abandonment by Fink Gas Company of all Natural Gas Services and*

Natural Gas Distribution Services, No. A-2015-2466653, 2015 WL 5011629, at *9 (Pa. P.U.C. Aug. 20, 2015).

TotalEnergies' Position

TotalEnergies' position is that the deposits are intended to secure payment by the customer-generator to PPL for complex engineering, interconnection equipment and other elements involved in the interconnection process and are based on 25% of the total costs. TotalEnergies MOL, p. 2. TotalEnergies testified, as noted above, that projects regularly fail for any number of reasons outside the control of TotalEnergies, including unexpected excessive costs of interconnection, denial of permits, etc. Tr., pp. 15-17. In cases such as this, TotalEnergies claims that the injury would be irreparable because there would be no way to recoup their deposit if the project is cancelled through no fault of their own before the entirety of the deposit was used. Petition, pp. 7-8.

TotalEnergies also argues that PPL's non-refundable deposit requirement is a violation of the law, which makes it *per se* irreparable harm for purposes of injunctive relief. Petition, pp. 8-9. TotalEnergies argues that the demand is for a larger deposit than is necessary to secure the costs PPL will actually incur if a project fails at any point during the development process. *Id.*, pp. 7-8. TotalEnergies states that if a project fails at any point during the development process, PPL uses a portion of the deposit to offset costs PPL has incurred, but then retains the remainder of the deposit for no attributable costs. TotalEnergies MOL, p. 2. TotalEnergies argues that this unspent money constitutes a "rate" that was not placed in a tariff and not subject to Commission approval in violation of 66 Pa. C.S. §§ 1301 and 1302. Petition, pp. 7-9. TotalEnergies also argues that fees charged to customer generators for approval of interconnection must be approved by the Commission and PPL's were not. *Id.* Likewise, TotalEnergies argues that the regulations require agreements used for interconnection to be approved by the Commission and that the rules for interconnection be in the utility's tariff, but here, PPL's agreements were not approved by the Commission and the rules are not in its tariff. *Id*. Thus, TotalEnergies argues that the imposition of the nonrefundable deposit requirement is illegal and constitutes *per se* irreparable harm. *Id.*, pp. 8-9.

PPL's Position

PPL argues that there is no irreparable harm to TotalEnergies because TotalEnergies filed a formal complaint and therefore TotalEnergies could recoup the unspent portion of the deposits if it ultimately prevails in that proceeding. PPL Answer, pp. 8-9; PPL MOL, p. 3. PPL also argues that TotalEnergies could wait until if and when it decides to withdraw its interconnection application to file a petition for interim emergency relief. *Id.*

Regarding the unlawfulness of the nonrefundable deposit, PPL's position is that the Commission's regulations authorize PPL to charge interconnection applicants for the costs to study, engineer, design, and construct the distribution system upgrades necessary to facilitate the alternative energy systems' interconnection and the 25% deposit is a portion of those costs. PPL MOL, pp. 3-4.

Disposition

We conclude that the Petitioner has established that its injury will be irreparable if injunctive relief is not ordered. First, it should be noted that the Commission has recognized that it is possible to satisfy the irreparable injury requirement when losses are monetary. *Fink* at *9 (citing *West Penn*, *supra* (concluding that the irreparable harm criterion was satisfied since the petitioner might have sustained economic losses, due to no fault of its own, that it would not be able to recover later under any cause of action)).

Here, TotalEnergies faces the possibility of sustaining significant economic losses if a project is cancelled through no fault of its own and the deposit is nonrefundable. PPL's argument that TotalEnergies could recoup the deposit in a later action is completely predicated on the supposition that TotalEnergies will be successful in its later action. This argument ignores the potential that PPL prevails in the later action and retains the deposit monies. In this scenario, the harm cannot be reversed if the request for emergency relief is not granted. Thus, without

emergency relief, TotalEnergies is forced to make a $5,929,625 gamble that it will be successful in a later cause of action. We find that such a scenario satisfies the irreparable harm criterion.

Additionally, TotalEnergies is correct that a violation of law is generally recognized as *per se* irreparable harm. *Pa. Pub. Util. Comm'n v. Israel*, 356 Pa. 400, 52 A.2d 317 (1947). However, in this case, such a determination goes to the very heart of the matter upon which the corresponding formal complaint was filed and should not be made based on the limited evidence gathered at an interim emergency order hearing. Furthermore, it is unnecessary to make such a determination at this time given the fact that we have already found the irreparable harm criterion satisfied based on the preceding reasons.

4. Whether the Relief Requested is not Injurious to the Public Interest

The final criterion the Petitioner must satisfy to obtain interim emergency relief is to prove that the relief requested is not injurious to the public interest. 52 Pa. Code § 3.6(b)(4).

TotalEnergies' Position

TotalEnergies argues that maintaining the current status quo, where deposits are refundable, will not harm the public interest. TotalEnergies MOL, p. 4. TotalEnergies asserts that this is the current generally accepted practice of EDCs in Pennsylvania. *Id.* Furthermore, TotalEnergies argues that PPL is entitled to retain any portion of the deposit it uses; therefore, it will not be harmed by returning any amounts it does not use. Petition, p. 9.

PPL's Position

PPL's position is that the Commission should want "shovel ready' projects in the Company's interconnection application queue and without the nonrefundable deposit requirement, interconnection applicants that still need to secure permits and zoning approvals, such as TotalEnergies, are encouraged to file their interconnection applications as soon as possible to establish their position in the queue. PPL MOL, pp. 3-4. PPL asserts this disrupts the

interconnection queue and adversely affects other interconnection applicants, by requiring their projects to be restudied and potentially requiring them to pay more for distribution system upgrades after an interconnection application ahead of them is withdrawn. *Id.*

Disposition

Similar to TotalEnergies arguments about whether PPL's actions are a violation of the law, we believe PPL's arguments about the deposit requirement's effects on the interconnection application queue are premature and better suited for the formal complaint proceeding. Currently, the generally accepted practice among EDCs in Pennsylvania is refundable deposits. Consequently, we find that, while the corresponding formal complaint is pending, maintaining the status quo will not be injurious to the public interest. Furthermore, we concur with TotalEnergies that PPL is unharmed as well since it will still be able to retain any portion of the deposit it uses.

CONCLUSION

For all of the reasons set forth above, we find that TotalEnergies has proven by a preponderance of the evidence that (1) its right to relief is clear, (2) the need for relief is immediate, (3) the injury would be irreparable if the requested relief is not granted, and (4) the requested relief is not injurious to the public interest. Accordingly, we will grant the Petition and bar PPL from making its deposit payment non-refundable pending a final Commission order on the corresponding Formal Complaint.

Pursuant to 52 Pa. Code § 3.10(b), the question of granting or denying relief by an interim emergency order shall be certified to the Commission as a material question to be processed in accordance with 52 Pa. Code § 5.305. The Commission will conduct further proceedings on the issues raised by the other pleadings after the Commission has ruled on this order granting interim emergency relief pursuant to 52 Pa. Code § 5.305.

THEREFORE,

IT IS ORDERED:

1. That the Petition for an Interim Emergency Order under 52 Pa. Code § 3.6, filed on September 30, 2024, by TotalEnergies Distributed Generation USA, LLC, is granted.

2. That PPL Electric Utilities, Inc. is barred from making its deposit requirement non-refundable pending a final Commission order on the Formal Complaint filed by TotalEnergies Distributed Generation USA, LLC at Docket No. C-2024-3051475.

3. That the grant of relief by interim emergency order in this proceeding at Docket No. P-2024-3051440 is hereby certified to the Commission as a material question requiring interlocutory review.

Date: October 15, 2024

/s/
Steven K. Haas
F. Joseph Brady

Administrative Law Judges

P-2024-3051440 - TOTALENERGIES DISTRIBUTED GENERATION USA LLC
PETITION FOR INTERIM EMERGENCY ORDER

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