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March 23, 2026

**VIA ELECTRONIC FILING**

Matthew L. Homsher, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, Filing Room  
Harrisburg, PA 17120

RE: Greenfield Manufacturing Company v. PECO Energy Company; Docket No. C-2024-3050725; **MAIN BRIEF OF GREENFIELD MANUFACTURING COMPANY**

Dear Secretary Homsher:

Enclosed for filing with the Commission is the Main Brief of Greenfield Manufacturing Company in the above-captioned matter. Please note that there have been some changes to this version since the Main Brief was initially filed on March 18, 2026. Copies of the Brief have been served in accordance with the attached Certificate of Service.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in blue ink, appearing to be "T. Stewart", written over a large, loopy blue scribble.

Todd S. Stewart  
*Counsel for Greenfield Manufacturing Company*

TSS/jld

Enclosure

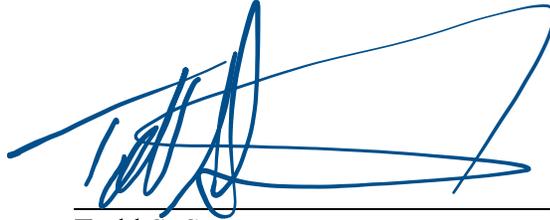
cc: Administrative Law Judge Marta Guhl (via electronic mail - [mguhl@pa.gov](mailto:mguhl@pa.gov))  
Eric Ball, Legal Assistant (via electronic mail - [erball@pa.gov](mailto:erball@pa.gov))  
Per Certificate of Service

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a true copy of the foregoing document upon the parties, listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

**VIA ELECTRONIC MAIL**

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Todd S. Stewart

DATED: March 23, 2026

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Greenfield Manufacturing Company,	:	
Complainant,	:	
	:	Docket No. C-2024-3050725
v.	:	
	:	
PECO Energy Company,	:	
Respondent.	:	

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**MAIN BRIEF  
OF GREENFIELD MANUFACTURING COMPANY  
(REVISED VERSION - 3-23-26)**

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DATED: March 23, 2026

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## I. INTRODUCTION

This matter is about the persistent inability and/or refusal of PECO Energy Company – Electric (“PECO”) to render accurate and/or appropriate bills to Greenfield Manufacturing (“GM”) - a customer-generator on its system, since GM became a customer generator in May 2021 – nearly five years. GM maintains a 1320 kWac rooftop solar array at its Bustleton Avenue, Philadelphia, Pa, manufacturing facility that enables it to engage in net-metering and which consequently allows GM to offset its usage of electricity with electricity it generates and to then sell any excess generation to PECO.

There are two counts to the Complaint that focus on the billing problems experienced by GM: Count I is that PECO’s billing infrastructure does not appear to be programmed or equipped to render accurate bills to a customer-generator the size of GM on a consistent basis; and Count II is that PECO’s billing system is not programmed – not by accident – to render payment on all charges in a manner that is consistent with the Alternative Energy Portfolio Standards Act (“AEPSA”), 73 P.S. §§ 73.1648.1, *et seq.*, the Pennsylvania Public Utility Code, 66 Pa. C.S. §§ 101, *et seq.*, or the Commission’s Regulations promulgated thereunder.<sup>1</sup> Both levels of disfunction are addressed by the Complaint, and as the evidence shows, both counts should be sustained.

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<sup>1</sup> 52 Pa Code §§75.1, *et seq.*

## II. STATEMENT OF THE CASE

GM installed a rooftop solar panel array in May 2021, and enrolled in PECO’s net metering program.<sup>2</sup> From the beginning PECO’s bills to GM were not correct due to the incorrect installation of the metering equipment.<sup>3</sup> Since that time there have been ongoing billing problems documented in the record,<sup>4</sup> with the most recent occurring during December 2025, while this proceeding was pending.<sup>5</sup> Despite substantial time and effort on the part of Mr. Greenfield, it is obvious that PECO is yet to be able to provide reasonable billing to GM - billing that is accurate and reliable on a consistent monthly basis – almost five years later. The record documents the multiple episodes of billing failure, and it is clear that PECO’s billing for GM violates the statutory requirement that it provide “adequate, efficient, safe and reasonable service.”<sup>6</sup> The record does not demonstrate that has PECO made adequate changes to ensure that going forward, bills rendered to GM will be reliably accurate.

With regard to Count I – failure to render accurate and consistent bills - PECO clearly fails and the record demonstrates this failure to render adequate service. The record shows that for multiple consecutive months PECO was not able to render a single correct bill and had to resort to sending spreadsheets and screen shots of its software to allow GM to even begin to decode and understand PECO’s bills.<sup>7</sup> The record also demonstrates that PECO intentionally, and incorrectly estimated GM’s generation in a manner that decidedly reduced

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<sup>2</sup> Greenfield St. No. 1, pp.1-2.

<sup>3</sup> Greenfield St. No. 1, pp.1-2.

<sup>4</sup> Greenfield St. No. 1, 2:14-4:14.

<sup>5</sup> See, Exhibit LG-13.

<sup>6</sup> 66 Pa. C.S. § 1501.

<sup>7</sup> Exhibit LG-4.

the compensation paid to GM for excess generation that GM provided to PECO's distribution system.<sup>8</sup> Had GM not checked its bills and run its own calculations, it would almost certainly still be receiving less compensation than it is due from PECO for the energy it provides to PECO.

A customer of a utility should not be required to have an advanced engineering degree and have to run its own calculations to ensure that it is being billed correctly by its electric utility. There is no justification for PECO's intentional behavior and for that, there must be a consequence. In short, PECO has engaged in what appears to be a systemic, and at least in some respects, intentional failure to provide reasonable service to GM since GM's solar installation went live in May of 2021 – nearly five years. PECO has caused GM to spend countless hours to ensure that it was being correctly billed because PECO has amply demonstrated that it is not capable of consistently doing so.

Count II of the Complaint is that PECO has not compensated GM, through its payments for excess generation, and through the manner in which it offsets, or nets charges for certain items that are measured in kilowatt hours and yet converted and billed in kilowatts rather than kilowatt hours.<sup>9</sup> PECO's justification for this discrepancy lies in the

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<sup>8</sup> Greenfield St. No. 1, 3:1-15.

<sup>9</sup> For purposes of making this easier to discuss, consider an analogy. If you are driving a car, Kilowatt hours (kWh) is like the odometer, while kilowatts are like the speedometer. If you were to drive from Philadelphia to Pittsburgh on the turnpike as an example: Checking your location on the turnpike mile markers tells you how much distance you travelled. That is similar to a meter reading. Reading the speedometer the car at any moment tells you the car's speed and when you look at your compass you know you are travelling west. With these two measures you have a speed and a direction which give you kW but its only at that instant. The electric utility, in this case PECO, figures out how fast you are going by measuring how far the car travels in either a half hour (distribution kW) or full hour (peak load contribution). If you went 72 miles in one hour PECO would say your Speed was 72 miles per hour. In reality, you were probably driving between 45mph and 80mph depending on traffic. They don't really know or care so they just used the number of miles travelled in a specific hour to be your speed in Miles PER Hour. Sometimes that number can be negative, your speed was positive, but you might have gone east instead of west. PECO does not look at the

Commission's own regulations<sup>10</sup> that purport to require PECO and other EDCs to compensate net metering customer generators only for kWh charges, not kW charges. PECO does not compensate GM at the full retail rate for generation or distribution, nor does it properly credit the account for excess generation as it is required to do PECO refuses to offset certain specific kW-based charges – period, even though those billing elements are measured in kilowatt hours.

The policy employed by PECO of measuring all usage elements as kilowatt hours and then converting to kilowatts is integral to the claim here, because in theory, PECO could measure any charges as kW and claim it is not reimbursable, and to a certain extent, it appears to be doing just that.

### **III. SUMMARY OF THE ARGUMENT**

The Code requires that utilities provide reasonable, adequate and efficient service.<sup>11</sup> PECO has failed to provide reasonable and adequate service, billing service in particular, for GM since GM began to net meter in 2021. PECO has issued incorrect bills for 40 consecutive months and even as recently as December 2025-February 2026, issued a series of several incorrect bills, each seeking to correct others, and most failing to do so.<sup>12</sup> PECO also refuses to itemize what charges are included in the seemingly vast “renewable energy credit.” These billing failures violate the Public Utility Code and must be corrected.

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speedometer, rather, it decides your speed (KW) by looking at the distance traveled (KWH) between predetermined times.

<sup>10</sup> 52 Pa. Code § 75.13(d).

<sup>11</sup> 66 Pa. C.S. § 1501.

<sup>12</sup> Exhibit LG-13.

The AEPS Act requires that customer generators receive full retail value for all energy produced on an annual basis. PECO's slanted interpretation of the Commission's regulations enforcing that provision, which does not require compensation for charges rendered in kilowatts as opposed to kilowatt hours, is contrary to law and must be corrected. Credits cannot be avoided by characterizing them as kW, or even by measuring in kWh and then converting to kW. Yet PECO does this. Moreover, PECO's refusal to credit for the benefits obtained through reduction of Peak Load Contribution ("PLC") for all customers, which is a consequence of the PLC for GM going negative, simply because GM's PLC is negative makes no sense. GM is entitled to compensation through the PLC for the benefits it provides to all customers on the system.

#### **IV. ARGUMENT**

##### **COUNT I**

###### **A. PECO's Service to Complainant is Unreasonable, Insufficient and in Violation of Section 1501 of the Code.**

It is black letter law that a public utility must provide reasonable, and reasonably continuous service.<sup>13</sup> Billing is one such service.<sup>14</sup> Reasonable service does not need to be perfect service. However, sending incorrect or inaccurate bills – in one instance -- six consecutive incorrect bills within a 40-day period, or multiple incorrect bills per year over 4 years surely cannot constitute reasonable service.<sup>15</sup> PECO does not deny that it has been

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<sup>13</sup> 66 P.S. § 1501.

<sup>14</sup> [AT & T Communications of Pennsylvania v. Pennsylvania Public Utility Com.](#), 130 Pa. Commwlth. Ct. 595 (1990); [Drafto Corp. v. Nat'l Fuel Gas Distrib. Corp.](#), 2002 PA Super 241 (2002). (Billing service performed by utilities is service under 66 Pa. C.S. § 1501, and it is the PUC's sole prerogative to make such a determination.)

<sup>15</sup> See Exhibit LG-12; Greenfield Statement 1-R, 5:1-2 (40 months in a row that GM's bills required adjustment).

unable to send correct and accurate bills to GM. Rather its excuse has been either that its old billing system was not capable of providing the correct bills, or that its new replacement billing system needs tweaks. The grace period for PECO getting its billing right for GM has lapsed.

GM's evidence shows that since GM began net metering in May of 2021, PECO's bills have been incorrect more often than they have been correct.<sup>16</sup> This inaccuracy was even intentional in at least one instance.<sup>17</sup> Mr. Greenfield testified, and PECO did not rebut, that PECO "estimated" GM's bills incorrectly for months using a sine wave as a basis for allocating his system's generation – completely ignoring that electricity cannot be produced at night when the sun is not shining. This "mistake" allocated a significant portion of GM's production to the lower priced off-peak hours which had the effect of reducing GM's compensation.<sup>18</sup>

From GM's perspective, the reasons why PECO has not been rendering accurate bills are less important than that it stop and that PECO be held accountable for nearly six years of producing incorrect bills on a regular basis, but also be required to implement a solution that is reliably accurate so that GM does not need to spend multiple hours analyzing each electricity bill to make sure it is correct.<sup>19</sup> What is clear is that the Public Utility Code requires PECO to do better. An inaccurate or incorrect bill should be the exception, not the rule as it is now.

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<sup>16</sup> Greenfield St. No. 1, pp. 2-4.

<sup>17</sup> Greenfield Statement No. 1, 2:21-3:13.

<sup>18</sup> Id.

<sup>19</sup> Greenfield St. No. 1, 4:11-14.

## **COUNT II**

### **B. PECO’s Refusal to Compensate for Certain Items on the Retail Bill Because They are Enumerated as Kilowatts (power or demand) Charges as Opposed to Kilowatt Hour Charges (Energy) is Contrary to the AEPSA.**

The Alternative Energy Portfolio Standards Act requires that customer generators receive full retail value for all energy produced on an annual basis.<sup>20</sup> While it may be true that the Commonwealth Court has recently held that the Commission is entitled to broad discretion to implement the interconnection provisions of Section 5,<sup>21</sup> that discretion does not authorize the Commission to adopt an interpretation of the statute that is contrary to its plain words.<sup>22</sup> By failing to net all distribution charges for energy produced against energy consumed, PECO violates the AEPS Act’s requirement to provide the full retail value for all energy produced.<sup>23</sup> The statute’s use of the term “energy” encompasses both kilowatt-hour (“kWh”)-based and kW-based charges. The PUC’s narrow interpretation in its regulation<sup>24</sup> improperly excludes capacity-related demand charges from net metering compensation, and erodes customer-generators’ statutory rights.

Contrary to the express words of Section 5 of the AEPS Act, PECO does not net all distribution charges for energy consumed against energy produced. The AEPS Act, requires that customer generators “shall receive full retail value for all energy produced on an annual basis.”<sup>25</sup> The basis for this failure appears to be the Commission’s net metering regulations

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<sup>20</sup> 73 P.S. § 1648.5.

<sup>21</sup> *Penn Renewables v. Pa PUC*, 337 C.D. 2025, slip. op issued 3/13/26.

<sup>22</sup> *Crown Castle NG East LLC v. Pa. PUC*, 660 Pa. 674, 234 A.3d 665, 2020 Pa. LEXIS 3835, 2020 WL 4152006.

<sup>23</sup> 52 Pa. Code § 75.13(c).

<sup>24</sup> 52 Pa. Code § 75.13(d).

<sup>25</sup> 73 P.S. § 1648.5.

specifying that “[a]n EDC and DSP shall credit a customer-generator at the full retail *kilowatt-hour rate.*”<sup>26</sup> However, nowhere does the AEPS Act define “energy,” let alone define it as only kilowatt-hour charges. Under Pennsylvania’s Statutory Construction Act, words are to be given their plain meaning unless the legislature has provided a technical definition or the term has acquired a settled legal meaning.<sup>27</sup> The AEPS Act contains no technical definition of “energy” and there is no settled legal meaning of the term “energy” in this context; therefore, the plain meaning of the term must be used. The plain meaning of “energy” includes both kilowatt- and kilowatt-hour-based rates.

The use of the general term “energy,” rather than the narrower unit “kilowatt-hours,” supports the conclusion that the General Assembly intended a broader meaning than the Commission’s regulations provide. In fact, in Section 2 of the AEPS Act the General Assembly demonstrated that it knew how to use precise units by defining an “alternative energy credit” as equal to one megawatt-hour of electricity and by defining “customer-generator” facilities in terms of their capacity in kilowatts.<sup>28</sup> Its decision in Section 5 to use the broader word “energy” must therefore be given full effect. A narrowing construction would disregard that choice and undermine the Act’s purpose of ensuring that customer-generators receive the full retail value of their production.

Accordingly, PECO’s billing procedure fails to provide customer-generators the full retail value of the “energy” produced by billing customer generators for distribution charges that would apply only to a customer-generator’s kilowatts but not including those distribution

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<sup>26</sup> 52 Pa. Code § 75.13(d) (emphasis added).

<sup>27</sup> 1 Pa. C.S. § 1903(a).

<sup>28</sup> 73 P.S. § 1648.2.

charges in its net metering compensation, i.e., offsetting usage. Effectively, customer-generators are required to pay for their kilowatt-based distribution charges as part of their retail distribution rate but then are not credited for those same kilowatts as part of their net metering compensation. Failing to net or compensate customer-generators for those kilowatt-based distribution charges, particularly since they are actually measured in kilowatt hours, in reliance on the Commission’s regulations limiting the required credit to the “full retail kilowatt-hour rate,” is contrary to the statute because it results in customer-generators not receiving the “full retail value” of the “energy” produced. Such a proposal must be rejected as being contrary to law. Under cross examination, PECO witness Bisti confirmed that PECO accumulates distribution credits over the course of the year, but was not clear if any cash value is assigned or what happens to unused credits.<sup>29</sup> Greenfield Statement No. 1, page 11, in the highlighted Section, demonstrates that massive numbers of Distribution kWh are accumulated but demonstrates that there is not a defined use for the credits. PECO’s practice must change.

- 1. PECO violates the AEPS Act by not properly compensating GM for Peak Load Contribution, even when GM reduces the system capacity cost by producing energy on PECO’s distribution system and thus reducing the system demand.**

PECO does not properly compensate for negative peak load contribution (“PLC”), even though it charges other customers for positive PLC.<sup>30</sup> As Mr. Greenfield explains, by producing energy during the five coincident peaks – the five hours per year that PECO

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<sup>29</sup> Tr. at 47:25-48:21.

<sup>30</sup> Tr. at 15:17.

experiences its greatest demand on the PJM system – GM reduces that demand and ultimately saves money for all PECO customers.<sup>31</sup> Each distribution customer is assigned responsibility to pay for their slice of capacity measured as demand during those peak periods, and GM’s contribution is negative and lowers the overall demand. PECO Compensates GM for the PLC to the point the PLC goes negative, that means that not only is GM reducing its own capacity obligation, but also the network capacity obligation that PECO is assigned at the PJM capacity auction. It is GM’s position that it should be compensated for the negative PLC, because it reduced the overall PECO capacity obligation and it should be compensated for that contribution for the benefit of the system. On behalf of PECO, Mr. Bisti’s testimony defies logic and contends that there should be no compensation for reducing system-wide demand and that PECO should merely reduce PLC payments to zero for GM. PECO accepts the benefit of reducing the system PLC and refuses to compensate GM or any other customer generator for that benefit they provide to the system.<sup>32</sup> This paradox – take the benefit of cost reduction and then blatantly refuse to compensate GM for it, is the essence of this portion of the complaint. PECO acknowledges that GM’s generation reduces peak load, yet in the same breath refuses to compensate for it using the same method by which they bill.

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<sup>31</sup> Greenfield St. No. 1-R, 2:7-3:10.

<sup>32</sup> Mr. Bisti testified that even though GM reduced the overall PLC, its contribution was “zeroed-out”:  
Well, it's calculated as zero based on the actual reads used, and then before the actual reads are actually used in the actual calculation, because they are negative reads -- because they're essentially generated reads, essentially export reads -- we adjust those to zeros before actually doing the calculation. And in Mr. Greenfield's case, the -- all of those reads were below zero. So all were adjusted to zero, and then the PLC was calculated using those zeros. Tr. at 28:17-25.

**2. PECO violates the AEPS Act and Refuses to Compensate GM for Energy Efficiency (“EE”) charges and non-bypassable transmission charges (“NBT”).**

In addition to failing to properly compensate for PLC, PECO also does not compensate for EE and NBT charges which are also measured in kWh and converted to kilowatts. These charges/credits should appear on GM’s bill either separately or as an itemized component of the “Renewable Energy Credit”, because PECO’s tariff requires that it compute EE & NBT for HT customers. However, apparently because GM’s PLC is zeroed out, and because these charges are calculated from the PLC, PECO simply zero’s them out as well.<sup>33</sup> The end result is that these portions of GM’s bill are not being netted against production as the Commission’s regulations and the AEPS Act require.

**3. PECO violates the Code and the AEPS Act by not offsetting the distribution portion of GM’s retail bill up to the point where generation equals consumption.**

Mr. Greenfield’s testimony addresses two bills as examples,<sup>34</sup> one rendered before he engaged in net metering, and one rendered after net metering commenced, to demonstrate the inaccuracy of PECO’s billing. Also, on page 11 of his direct testimony, Mr. Greenfield explains that PECO accumulates “banked” distribution charges until the end of each year but does not use them to offset actual distribution charges during the year or at the end of the year. Put differently, PECO does not ever use the “credits” to reduce distribution charges on GM’s electricity bill. At the end of the year, the credit accumulation is zeroed out and then

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<sup>33</sup> Greenfield St. No. 1, 9:19-10:8.

<sup>34</sup> Greenfield Statement No. 1, 7:6-9:8; Exhibits LG-2 (before) and LG-3 (after).

begins anew, but there is no monetary value attributed to the credit, nor is it used to offset a specific charge. One can see these credits accumulating in the highlighted section of the bill reproduced on page 11 of Mr. Greenfield's Statement No. 1. This failure to assign any monetary value – either during the year or at the end of the year -- is a clear violation of the requirement that PECO compensate GM at full retail value.

**4. PECO violates the code by non-transparently accumulating charges and/or credits under the heading “Renewable Energy Credit.”**

The Public Utility Code is very clear that charges are to be included on an electricity bill in such a manner that an ordinary customer would be able to understand.<sup>35</sup> It is obvious that PECO has failed that requirement by including multiple elements into a single charge/credit, the “Renewable Energy Credit” without providing any definitive explanation, on the bill, of what elements are included in the single line item. A review of the renewable energy credit is impossible because PECO refuses to explain or itemize what is recovered in the charge, claiming that it is not required to do so. PECO's assertion is incorrect. The Code already requires that EDC bills to customers “shall contain unbundled charges sufficient to enable the customer to determine the basis for those charges.”<sup>36</sup> This concern is particularly acute because the line item appears to be one of the largest amounts on any particular bill. GM is not suggesting that PECO not provide the Renewable Energy Credit, only that it expand the credit to show what charges or credits are included and at what amounts.

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<sup>35</sup> 66 Pa. C.S. § 2807(c)(1).

<sup>36</sup> 66 Pa. C.S. § 2807(c)(1).

Otherwise, as Mr. Greenfield testified it is nearly impossible for him to review an invoice with any confidence that the bill is correct.<sup>37</sup>

## **V. CONCLUSION**

It should be clear that GM is not seeking any special arrangement with PECO, it is seeking that PECO provide what the law requires, a bill that is correct and that appropriately credits and debits. That is not the case now. Mr. Greenfield has testified that his distribution charges are not offset by generated electricity, that PECO has still not justified its failure to credit the PLC when it goes negative, which is when GM is providing benefit to all PECO customers, and not crediting for EE and NBT charges. GM has also amply demonstrated that PECO continues to send incorrect bills on a regular basis as it has been doing since 2021.

The Public Utility Code requires that bills be accurate and that charges be presented in a manner that an ordinary customer can understand. Mr. Greenfield has an advanced engineering degree, and he has had substantial difficulty in understanding how PECO puts charges and credits on his bill. That should not be the case. PECO must be required to make its billing system function in a reasonable manner and it should be given a mandatory timeline for doing so.

PECO also must be required to credit GM for PLC, EE and NBT and to not simply end the crediting at zero, and it should reconcile and compensate GM for those charges retroactively from the beginning of GM's service as a customer generator. PECO must also credit GM appropriately for distribution on the same basis. Mr. Greenfield also believes that

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<sup>37</sup> Greenfield St. No. 1-R, 7:15-22.

he should be compensated by PECO for all of the effort required of him and that he needed to hire counsel and prosecute this complaint, even though he knows that is not possible.

Respectfully submitted,



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*Counsel for Greenfield Manufacturing  
Company*

DATED: March 23, 2026

## APPENDIX A

### PROPOSED FINDINGS OF FACT

1. Greenfield Manufacturing Company is a PECO customer taking service under Rate HT and is also a customer generator in PECO's procurement class  $\frac{3}{4}$ .<sup>38</sup>
2. GM's problems with PECO's billing began almost immediately after GM became a customer generator in May 2021.<sup>39</sup>
3. Because PECO's billing system was incapable of providing a correct bill to GM, it resorted to manually computing GM's bills and issuing checks separately for the credited amounts.<sup>40</sup>
4. After PECO "upgraded" its billing system, PECO was unable to issue a bill to GM for several months and the compensation due to GM was nearly a full year past due.<sup>41</sup>
5. PECO does not compensate for negative PLC.<sup>42</sup>
6. Exhibits LG-1 and LG-2 demonstrate that PECO is charging GM for distribution charges but not crediting them in a manner that provides any compensation for GM once GM produces excess energy.<sup>43</sup>
7. PECO's tariff for rate HT is rendered inoperable because Tariff Section RS-2, Section 5 requires that distribution credits are to be made in kWh, for the HT

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<sup>38</sup> Greenfield St. No. 1, pp.1-2.

<sup>39</sup> Greenfield St. No. 1, pp. 1-4.

<sup>40</sup> Greenfield St. No. 1, 4:1-4.

<sup>41</sup> Greenfield St. No. 1, 4: 5-10.

<sup>42</sup> Greenfield St. No. 1, 6:20-24.

<sup>43</sup> Greenfield St. No. 1, 7:13-21.

classification but because PECO bills GM in kW, it receives no compensation. The distribution credits that accumulate on GM's bills are worthless.<sup>44</sup>

8. GM's PLC, based upon PECO's meter readings, should be -471 kW.<sup>45</sup>

9. Over the month of December 2025, GM received 6 bills from PECO, none of which were correct.<sup>46</sup>

10. GM's generation lowers the number that is used to calculate the peak load contribution for PECO as a whole and thus the amount of capacity that PECO must purchase.<sup>47</sup>

11. The data PECO collects from GM's meter is all recorded in kWh and is later converted to KW for billing purposes.<sup>48</sup>

12. At one point, PECO provided 40 consecutive inaccurate bills to GM which needed to be adjusted.

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<sup>44</sup> Greenfield St. No. 1, 10:5-10.

<sup>45</sup> Exhibit LG-6 Greenfield St. No. 1, 10:14-11:1.

<sup>46</sup> Greenfield St. No. 1, 13:10-23. Exhibit LG -13.

<sup>47</sup> Greenfield St. No. 1-R, 1-21-2:3.

<sup>48</sup> Greenfield St. No. 1-R, 5:1-7.

## APPENDIX B

### PROPOSED CONCLUSIONS OF LAW

1. The Public Utility Code requires that service be reasonable.<sup>49</sup>
2. Billing is part of public utility service.<sup>50</sup>
3. PECO's consistent inability to provide accurate or reliable billing to GM constitutes unreasonable service for all of the reasons cited herein.
4. The AEPS Act requires that customer generators receive full retail value for all energy produced on an annual basis. The AEPS Act does not define energy in such a way that it permits a separation between charges in kilowatts versus charges in kilowatt hours and so there is no justification for PECO's failure to offset all distribution charges to the point where generation exceeds consumption.
5. PECO's failure to credit customer generators for distribution or other kilowatt charges is a failure to provide full retail value and violates the AEPS Act.
6. PECO's failure to provide any granularity on what charges are included in the "renewable energy credit" violates the Code.<sup>51</sup>

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<sup>49</sup> 66 Pa. C.S. § 1501.

<sup>50</sup> [AT & T Communications of Pennsylvania v. Pennsylvania Public Utility Com., 130 Pa. Commwlth. Ct. 595 \(1990\); Drafto Corp. v. Nat'l Fuel Gas Distrib. Corp., 2002 PA Super 241 \(2002\).](#)

<sup>51</sup> 66 Pa. C.S. § 2807(c)(2), 66 Pa. C.S. § 1501.

## APPENDIX C

### PROPOSED ORDERING PARAGRAPHS

1. The Complaint of Greenfield Manufacturing is sustained as to Count I that PECO has through its failure to provide consistent or accurate billing, violated the requirements of Section 1501 of the Public Utility Code that Utilities provide reasonable service.

2. The Complaint as to Count II is sustained and PECO will hereafter credit Greenfield Manufacturing for all billing elements for which it would otherwise be charged, up to the point where Greenfield produces more electricity than it consumes. Thereafter it will be compensated for all energy and transmission costs, including PLC, EE and NBT charges. PLC, EE and NBT charges shall be compensated even if the PLC is negative.

3. PECO shall reconcile GM's accounts and compensate GM for PLC, EE, NBT and distribution charges in accordance with the AEPSA and the Code from August 14, 2021, to the most recent bill.<sup>52</sup>

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<sup>52</sup> The Complaint in this matter was filed August 14, 2024. 66 Pa. C.S. § 3314.