

March 23, 2026

Via Electronic Mail

Matthew Homsher, Esquire
Secretary
PA Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

**Re: Docket No. C-2024-3050725
Greenfield Manufacturing Company v. PECO Energy Company
Main Brief of PECO**

Dear Secretary Homsher:

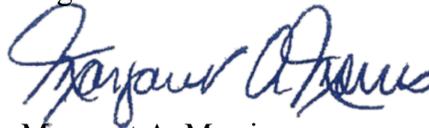
Attached for filing is the Main Brief of PECO Energy Company in the above-referenced proceedings.

A copy of the Main Brief has been provided to the relevant parties in the manner indicated on the attached Certificate of Service.

If there are any questions, please do not hesitate to contact me.

Very truly yours,

Reger Rizzo & Darnall LLP



Margaret A. Morris

MAM/co
Enclosure

cc: The Hon. Marta Guhl, PA Public Utility Commission [w/encls.]
Anthony Gay, Esquire, PECO Energy Company [w/encls.]
Todd S. Stewart, Esquire [w/encls.]

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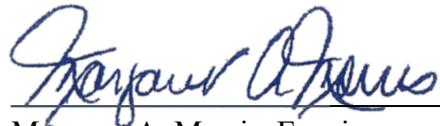
CERTIFICATE OF SERVICE

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

Via Electronic Mail

Todd S. Stewart, Esquire
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Dated: March 23, 2026



Margaret A. Morris, Esquire

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

GREENFIELD MANUFACTURING :
COMPANY :
 : Docket No. C-2024-3050725
 v. :
 :
 PECO ENERGY COMPANY :

**MAIN BRIEF
OF PECO ENERGY COMPANY**

Date: March 23, 2026

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I. STATEMENT OF THE CASE

Introduction

The above-captioned proceeding concerns the Amended Formal Complaint filed by Greenfield Manufacturing Company (“Greenfield” or “Complainant”) alleging that PECO Energy Company (“Respondent,” “Company” or “PECO”) does not properly credit for negative peak load contribution, nor does it compensate or credit to per kW distribution charges. The Complainant requests that it be compensated in full retail value for excess generation.

For the reasons set forth below, the Amended Formal Complaint should be dismissed and the relief requested by the Complainant should be denied.

History of the Proceeding

On August 14, 2024, Greenfield filed a Formal Complaint against PECO at Docket Number C-2024-3050725 alleging incorrect charges on its bill for commercial electric services to 9800 Bustleton Avenue, Philadelphia, PA, 19115 (“Service Location”) under Account No. 9696481222 (“Account”). On August 29, 2024, PECO filed its Answer denying the material allegations therein and requesting that the matter be referred to the OALJ, Mediation Unit.

On November 27, 2024, the Commission issued a TEAMS Virtual Mediation Sessions Notice scheduling a mediation before Mediator Teri-Lee Rhoades on December 11, 2024. No issues were resolved in mediation.

On August 13, 2025, the Commission issued an Initial Telephonic Hearing Notice setting a formal call-in telephonic hearing for this matter for Friday, October 13, 2025, at 10:00 a.m. and assigned the Honorable Marta Guhl (Judge Guhl) as the presiding officer. On October 15, 2025, the Initial Call-In Telephonic Hearing was rescheduled for December 8, 2025 at 10 a.m. A Prehearing Order dated October 16, 2025, was issued setting forth various rules that would govern the December 8, 2025 evidentiary hearing. By Notice, dated December 5, 2025, the Initial Call-in Telephonic Hearing was converted to a Prehearing Conference.

A Prehearing Conference was held on December 5, 2025. Counsel for both parties appeared. During the Prehearing Conference, the parties discussed settlement, witnesses, presently identified issues, and a litigation schedule. Parties submitted pre-served testimony and exhibits consistent with the agreed upon litigation schedule. An evidentiary hearing was held on February 25, 2026. During the hearing, the pre-served testimony of the parties and exhibits were admitted into the record.

II. SUMMARY OF ARGUMENT

The Complainant alleges that PECO does not properly credit it for negative peak load contribution, nor does it compensate or credit to per kilowatt (“kW”) (distribution charges, which is in violation of the AEPSA requirement that the Complainant be compensated in full retail value for excess generation.

PECO argues that crediting the Complainant in this manner would require PECO to calculate the Complainant’s PLC value as less than zero (0) kW. PECO does not calculate negative PLC values because customers cannot export capacity back to the grid. Capacity does not flow bi-directionally in the same manner as energy. Customers either do or do not place demand for capacity on the system.

III. LEGAL BURDEN

Section 701 of the Code provides that any person may complain, in writing, about any act or thing done or omitted to be done by a public utility in violation, or claimed violation, of any law which the Commission has the jurisdiction to administer, or of any regulation or order of the Commission.¹

To establish a sufficient case and satisfy the burden of proof, a complainant must show that the respondent public utility is responsible or accountable for the problem described in the Complaint.² Such a showing must be by a preponderance of the evidence.³ A preponderance

¹ 66 Pa.C.S. § 701.

² *Patterson v. Bell Telephone Company of Pennsylvania*, 72 Pa. PUC 196 (1990); *Feinstein v. Philadelphia Suburban Water Company*, 50 Pa. PUC 300 (1976).

of the evidence is established by presenting evidence more convincing, by even the smallest amount, than that presented by the other party.⁴ Additionally, any finding of fact necessary to support the Commission's adjudication must be based upon substantial evidence.⁵ Substantial evidence has been defined as such relevant evidence as a reasonable mind might accept as adequate to support a conclusion.⁶ More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established.⁷

Under these principles, the Complainant, as the party seeking relief, has the burden of proof. In this case, the Complainant has the burden of proving, by a preponderance of the evidence, that PECO is responsible or accountable for the problem described in the Amended Complaint.

Upon the presentation by the Complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence, sometimes called the burden of persuasion, to rebut the evidence of the Complainant shifts to the Company. If the evidence presented by PECO is of co-equal weight, the Complainant has not satisfied the burden of proof. The Complainant now must provide some additional evidence to rebut the evidence of the Respondent.⁸

While the burden of persuasion may shift back and forth during a proceeding, the burden of proof never shifts. The burden of proof always remains on the party seeking affirmative relief from the Commission.⁹

³ *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 134 Pa. Cmwlth. 218; 221-222, 578 A.2d 600; 602 (1990), app. denied, 602 A.2d 863 (1992).

⁴ *Se-Ling Hosiery v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950).

⁵ *Mill v. Pa. Pub. Util. Comm'n*, 67 Pa. Cmwlth. 597, 447 A.2d 1100 (1982); *Edan Transportation Corp. v. Pa. Pub. Util. Comm'n*, 154 Pa. Cmwlth. 21, 623 A.2d 6 (1993).

⁶ *Bethenergy Mines, Inc. v. Workmen's Compensation Appeal Bd. (Skirpan)*, 531 Pa. 287, 612 A.2d 434 (1992).

⁷ *Norfolk and Western Ry. v. Pa. Pub. Util. Comm'n*, 489 Pa. 109, 413 A.2d 1037 (1980); *Erie Resistor Corp. v. Unemployment Compensation Bd. of Review*, 194 Pa.Super. 278, 166 A.2d 96 (1960); *Murphy v. Dep't. of Public Welfare, White Haven Center*, 85 Pa. Cmwlth. 23, 480 A.2d 382 (1984).

⁸ *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 501 Pa. 433, 461 A.2d 1234 (1983).

⁹ *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

IV. RECORD EVIDENCE

Complainant's Evidence

In addition to the written statements of its witness, Leonard Greenfield, the Complainant introduced 13 exhibits, all of which were admitted into the record.

Greenfield Exhibit Number - Description of Exhibit

- LG-1: PECO's response to Greenfield Set I, No. 1
- LG-2: Examples of bill from PECO
- LG-3: Examples of bill from PECO
- LG-4: Emails from PECO personnel
- LG-5: Documentation of PJM Attachment M-2 (PECO)
- LG-6: Coincident peaks for all the PJM zones
- LG-7: PECO's Tariff for net metering
- LG-8: PECO's HT tariff
- LG-9: Fees calculated that make up the generation supply cost adder
- LG-10: Price to Compare (PTC) Table Disclaimer
- LG-11: Price to Compare (PTC) Sample Calculation Disclaimer
- LG-12: PECO excel spreadsheet
- LG-13: Bills from PECO

Respondent's Evidence

In addition to the written statements of its 2 witnesses, Joseph Bisti and Christopher Amicone, PECO introduced 7 exhibits, all of which were admitted into evidence.

PECO Exhibit Number - Description of Exhibit

- JB-1: PJM Manual 18
- JB-2: PJM Tariff – Attachment M-2 (PECO)
- JB-3: Rate HT
- JB-4: Rate RS-2
- JB-5: Tariff Rule 22.1
- JB-6: *AEPS Order*, Docket No. L-2024-2404361, entered October 27, 2016
- CA-1: Monthly Bills from Sept.-Nov. 2025

V. ARGUMENT

At issue in this proceeding is PECO's calculation of the Complainant's Peak Load Contribution ("PLC") at zero and the bills associated with the Account.

Calculation of Peak Load Contribution

PJM Manual 18, Exhibit JM-1, establishes the governing rules, processes, and obligations for participation in the PJM Capacity Market, including the Reliability Pricing Model ("RPM") and the Fixed Resource Requirement ("FRR") Alternative. It also provides the framework under which capacity obligations are defined, allocated, and administered across the PJM Regional Transmission Organization ("RTO") footprint. As part of this framework, Manual 18 relies on PLC values as a foundational input for determining capacity obligations for Load Serving Entities ("LSEs").

While Manual 18 references PLCs and incorporates their use throughout the capacity market construct, it does not set forth the methodology for calculating PLCs. Instead, the calculation of PLCs is governed by PJM Manual 19 (Load Forecasting & Analysis), which outlines the instructions, rules, procedures, and guidelines used to determine PLC values. Under Manual 19, Electric Distribution Companies ("EDCs"), including PECO, are responsible for calculating customer PLCs within their respective zones using "EDC-specific methodologies."

PJM Tariff, Attachment M-2 (PECO), Exhibit JB-2, outlines the process by which PECO determines PLCs for customers and subsequently LSEs serving load within the PECO EDC Zone (the "PECO Zone"), a zone located entirely within the PJM RTO footprint. Exhibit JB-1 is part of PJM's Open Access Transmission Tariff, which is one of PJM's FERC-jurisdictional governing documents.

PECO currently provides electric service to the Complainant under its commercial and industrial "High Tension Power" rate schedule (Rate HT), described on Page No. 60 of PECO's current Electric Service Tariff No. 8, Exhibit JB-3, as well as PECO's "Net Metering" rate schedule (Rate RS-2), Exhibit JB-4, described on Page Nos. 54-56 of the same. PECO has

also designated the Complainant as a member of the “Large Commercial and Industrial greater than 100 kW” Procurement Class, also currently known as “Procurement Class 3” and “Procurement Class 3/4”, as per PECO Electric Service Tariff Rule 22.1, Exhibit JB-5, regarding “Designation of Procurement Classes”.

The Billing Provisions within PECO’s Net Metering rate schedule (Rate RS-2) on Page No. 55 of PECO’s Electric Service Tariff address distribution-related compensation for all net metering customers. Provision 4 of this Section addresses distribution credits for commercial customers in Procurement Class 3/4 with annual peak demand greater than 100 kW, such as the Complainant.

PECO places all distribution customers into one of several Procurement Class designations for the purposes of competitive default service procurements and billing of related default service generation charges. Prior to June 1, 2017, PECO had four separate procurement classes, which included its Medium Commercial class (Procurement Class 3, customers having annual peak demands greater than 100 kW up to and less than or equal to 500 kW) and its Large Commercial Class (Procurement Class 4, customers having annual peak demands of greater than 500 kW). Customers in both Procurement Classes 3 and 4 received hourly-priced default service. Effective June 1, 2017, as a result of PECO’s fourth Default Service Program Proceeding at Docket No. P-2016-2534980, PECO combined both customer groups into a Consolidated Large Commercial and Industrial Procurement Class, referred to as “Procurement Class 3/4”, which since that date has included all customers with annual peak demands of greater than 100 kW. PECO’s current RS-2 tariff rate schedule continues to refer to this designation as Procurement Class 3/4.

As described on Page No. 47 and 48 respectively of PECO’s Electric Service Tariff, PECO’s Non-Bypassable Transmission (“NBT”) and Energy Efficiency And Conservation Program (“EEPC”) rates are fully-reconcilable under Section 1307(a) of the Code,¹⁰ automatic adjustment clauses that recover certain types of costs from all PECO distribution service customers, including those who receive default service from PECO like the

¹⁰ 66 Pa. C.S. 1307(a).

Complainant. The NBT recovers non-market-based transmission charges paid by PECO to PJM. The EEPC recovers PECO costs associated with design and implementation of programs in PECO's approved Act 129 Energy Efficiency And Conservation Plan costs.

In both cases, as per the tariff, PECO charges a rate per kW to its Rate HT customers based on their calculated PJM PLC. PECO calculated the Complainant's PLC value for the time period in question as zero (0) kW. Therefore, PECO did not assess charges or credits on the Complainant's Account in relation to these two rates. Crediting the Complainant in this manner would require PECO to calculate the Complainant's PLC value as less than zero (0) kW. PECO does not calculate negative PLC values because customers cannot export capacity back to the grid. Capacity does not flow bi-directionally in the same manner as energy. Customers either do or do not place demand for capacity on the system.

The PLC is an operational, capacity-related value that represents the demand of the customer coinciding with PJM's peak demand across its footprint. When a customer's generation fully offsets their demand at the time of PJM's peak, that customer is not demanding any energy on the system and therefore does not require any capacity resources to serve their demand during that time. PJM has already arranged in advance through its wholesale capacity market for capacity resources to be available, regardless of whether any specific customer will be net metering. Therefore, a customer's decision to net meter does not directly impact the cost of providing immediately available capacity, and customers who net meter are not actually "exporting" capacity by doing so (even though they may be providing energy, which is a separate service).

Billing Issues

The Complainant alleges that the Account was not being credited correctly for excess generation from its solar panels starting on March 22, 2023. As explained by Witness Amicone, the Complainant began net-metering effective May 13, 2021. Per PECO's Tariff, if a customer's generator supplies more electricity to the Company than PECO delivers to the customer-generator in a given billing period, the excess kW hours shall be carried forward and credited against the customer-generator's usage in subsequent billing periods at the full retail

rate. Any excess kW hours will continue to accumulate until the end of the PJM planning period ending May 31 of each year. On an annual basis, the Company will compensate the customer-generator for kW hours received from the customer-generator in excess of the kW hours delivered by Company to the customer-generator during the preceding year at the “full retail value for all energy produced” consistent with Commission regulations. The customer's generator is responsible for the customer charge, demand charge and other applicable charges under the applicable Rate Schedule.

Procurement Class 3/4 customer-generators will receive a generation credit, at the PJM Day Ahead hourly energy rate, for each kW hour received by PECO during each hour of the billing period up to the total amount of electricity delivered to the customer during each hour of the billing period. If a Procurement Class 3/4 customer-generator supplies more electricity to the Company than the Company delivers to the customer-generator during any hour in the billing period, the excess kilowatt hours shall not be carried forward to a subsequent billing period but will be credited in the current month toward generation charges based on the PJM Day Ahead hourly rate. Any excess kW hours at the end of the PJM planning period will not carry over to the next year. Procurement Class 3/4 customer-generators will also receive a variable distribution credit for each kW hour received by the Company during the monthly billing period up to the total amount of electricity delivered to the customer during the monthly billing period at the applicable distribution rate. If a Procurement Class 3/4 customer-generator supplies more electricity to the Company than the Company delivers to the customer-generator, the variable distribution charges will be reduced by the excess kW hours, which will be carried forward and credited against the customer-generator's distribution kW hours in subsequent billing periods until the end of the PJM planning period, ending May 31 of each year. Procurement Class 3/4 customer-generators are responsible for the customer charge, demand charge and other applicable charges under the applicable Rate Schedule. Any excess kW hours at the end of the PJM planning period will not carry over to the next year and reduce distribution charges.

As a result of an incorrect estimated intervals calculated during a power outage at the Service Location in January 2024, there were multiple field visits to adjust the antenna on the meters to obtain actual readings for billing purposes. Also, on December 17, 2025, the meters

were exchanged. Since that time, issued bills have been based on actual reads. See, Exhibit CM-1.

VI. PROPOSED FINDINGS OF FACT

1. The Complainant began net-metering effective May 13, 2021. PECO Statement No. 2.

2. On December 17, 2025, the meters were exchanged and all issued bills have been based on actual reads. PECO Statement No. 2; Exhibit CM-1.

3. PECO currently provides electric service to the Complainant under its commercial and industrial “High Tension Power” rate schedule (Rate HT), Exhibit JB-3, as well as PECO’s “Net Metering” rate schedule (Rate RS-2), Exhibit JB-4. PECO Statement No. 1.

4. PJM Manual 18, Exhibit JM-1, establishes the governing rules, processes, and obligations for participation in the PJM Capacity Market, including the Reliability Pricing Model (“RPM”) and the Fixed Resource Requirement (“FRR”) Alternative. PECO Statement No. 1.

5. PJM Manual 18, Exhibit JM-1 also provides the framework under which capacity obligations are defined, allocated, and administered across the PJM Regional Transmission Organization (“RTO”) footprint. As part of this framework, Manual 18 relies on PLC values as a foundational input for determining capacity obligations for Load Serving Entities (“LSEs”). PECO Statement No. 1.

6. While Manual 18 references PLCs and incorporates their use throughout the capacity market construct, it does not set forth the methodology for calculating PLCs. Instead, the calculation of PLCs is governed by PJM Manual 19 (Load Forecasting & Analysis), which outlines the instructions, rules, procedures, and guidelines used to determine PLC values. PECO Statement No. 1.

7. Under Manual 19, Electric Distribution Companies (“EDCs”), including PECO, are responsible for calculating customer PLCs within their respective zones using “EDC-specific methodologies.” PECO Statement No. 1.

8. PJM Tariff, Attachment M-2 (PECO), Exhibit JB-2, outlines the process by which PECO determines PLCs for customers and subsequently LSEs serving load within the PECO EDC Zone (the “PECO Zone”), a zone located entirely within the PJM RTO footprint. Exhibit

JB-1 is part of PJM's Open Access Transmission Tariff, which is one of PJM's FERC-jurisdictional governing documents. PECO Statement No. 1.

9. PECO has also designated the Complainant as a member of the "Large Commercial and Industrial greater than 100 kW" Procurement Class, also currently known as "Procurement Class 3" and "Procurement Class 3/4", as per PECO Electric Service Tariff Rule 22.1, Exhibit JB-5, regarding "Designation of Procurement Classes". PECO Statement No. 1.

10. The Billing Provisions within PECO's Net Metering rate schedule (Rate RS-2) address distribution-related compensation for all net metering customers. Provision 4 of this Section addresses distribution credits for commercial customers in Procurement Class 3/4 with annual peak demand greater than 100 kW, such as the Complainant. PECO Statement No. 1.

11. PECO's Non-Bypassable Transmission ("NBT") and Energy Efficiency And Conservation Program ("EEPC") rates are fully-reconcilable under Section 1307(a) of the Code, automatic adjustment clauses that recover certain types of costs from all PECO distribution service customers, including those who receive default service from PECO like the Complainant. PECO Statement No. 1.

12. The NBT recovers non-market-based transmission charges paid by PECO to PJM. The EEPC recovers PECO costs associated with design and implementation of programs in PECO's approved Act 129 Energy Efficiency And Conservation Plan costs. PECO Statement No. 1.

13. PECO charges a rate per kW to its Rate HT customers based on their calculated PJM PLC. PECO Statement No. 1.

14. PECO calculated the Complainant's PLC value for the time period in question as zero (0) kW. PECO Statement No. 1.

15. PECO does not calculate negative PLC values because customers cannot export capacity back to the grid. Capacity does not flow bi-directionally in the same manner as energy. Customers either do or do not place demand for capacity on the system. PECO Statement No. 1.

16. The PLC is an operational, capacity-related value that represents the demand of the customer coinciding with PJM's peak demand across its footprint. PECO Statement No. 1.

17. When a customer's generation fully offsets their demand at the time of PJM's peak, that customer is not demanding any energy on the system and therefore does not require any capacity resources to serve their demand during that time. PJM has already arranged in

advance through its wholesale capacity market for capacity resources to be available, regardless of whether any specific customer will be net metering. PECO Statement No. 1.

18. A customer's decision to net meter does not directly impact the cost of providing immediately available capacity, and customers who net meter are not actually "exporting" capacity by doing so (even though they may be providing energy, which is a separate service). PECO Statement No. 1.

VII. PROPOSED CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the parties and subject matter of this proceeding. 66 Pa.C.S. §§ 102, 107, 1501.

2. As the party seeking affirmative relief from the Commission, the Complainant bears the burden of proof in this proceeding. 66 Pa.C.S. § 332(a).

3. To satisfy the burden of proof, the complainant must demonstrate that the utility violated the Public Utility Code or a regulation or order of the Commission. 66 Pa.C.S. § 701. This must be shown by a preponderance of the evidence. *Patterson v. Bell Telephone Company of Pennsylvania*, 72 PA PUC 196 (1990).

4. Preponderance of the evidence means that the party with the burden of proof has presented evidence that is more convincing, by even the smallest amount, than that presented by the other party. *Samuel J. Lansberry, Inc. v. Pa. P.U.C.*, 578 A.2d 600, 602, alloc. den., 602 A.2d 863 (1992).

5. Upon the presentation by the Complainant of evidence sufficient to initially satisfy the burden of proof, the burden of going forward with the evidence, sometimes called the burden of persuasion, to rebut the evidence of the Complainant shifts to the Respondent. If the evidence presented by the Respondent is of co-equal weight, the Complainant has not satisfied the burden of proof. The Complainant now has to provide some additional evidence to rebut the evidence of the Respondent. *Burleson v. Pa. Pub. Util. Comm'n*, 443 A.2d 1373 (Pa. Cmwlth. 1982), *aff'd*, 501 Pa. 433, 461 A.2d 1234 (1983).

6. While the burden of persuasion may shift back and forth during a proceeding, the burden of proof never shifts. The burden of proof always remains on the party seeking affirmative relief from the Commission. *Milkie v. Pa. Pub. Util. Comm'n*, 768 A.2d 1217 (Pa. Cmwlth. 2001).

7. Assertions, personal opinions or perceptions do not constitute evidence. *Pennsylvania Bureau of Corrections v. City of Pittsburgh*, 532 A.2d 12 (Pa. 1987).

8. A public utility is required to provide adequate, efficient, safe, and reasonable service. 66 Pa.C.S. §§ 102 and 1501.

9. The Complainant has failed to carry his burden of proof establishing that PECO violated the Public Utility Code, or a Commission regulation or order of the Commission or its Commission-Approved Tariff. 66 Pa.C.S. § 701, 332.

10. 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 Elec. Utils. Corp. v. Pa. PUC*, 912 A.2d 386 (Pa. Cmwlth. 2006).

11. 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; *Phila. Suburban Water Co. v. Pa. PUC*, 808 A.2d 1044 (Pa. Cmwlth. 2002).

12. 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. *Pa. Elec. Co. v. Pa. PUC*, 663 A.2d 281 (Pa. Cmwlth. 1995).

13. 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. *Phila. Suburban Water Co. v. Pa. PUC*, 808 A.2d 1044 (Pa. Cmwlth. 2002).

14. The Complainant failed to provide substantial and legally credible evidence in support of its contentions regarding PECO's rates and service.

15. The Complainant failed to demonstrate with substantial evidence that PECO violated the Public Utility Code, the Commission's regulations or orders, or the Company's Commission- approved tariff.

16. PECO did not provide unreasonable or inadequate service in violation of 66 Pa.C.S. § 1501.

VIII. CONCLUSION

The Complainant has failed to establish by a preponderance of the evidence that PECO violated the Code, Commission regulation or order. Specifically, the Complainant has not

met its burden of proof that the Account was not properly billed or that the Company provided unreasonable and inadequate service. Accordingly, the Commission should dismiss, with prejudice, the Formal Complaint.

WHEREFORE, for the foregoing reasons, PECO Energy Company respectfully requests that this Honorable Court dismiss with prejudice the Formal Complaint of Greenfield Manufacturing Company at Docket No. C-2024-3050725 in its entirety.

Respectfully submitted,



Dated: March 23, 2026

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