

March 31, 2026

**Via Electronic Filing**

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  
Reply Brief of PECO**

Dear Secretary Homsher:

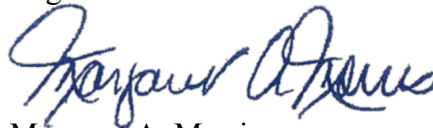
Attached for filing is the Reply Brief of PECO Energy Company in the above-referenced proceedings.

A copy of the Reply 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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Greenfield Manufacturing Company v. PECO Energy Company  
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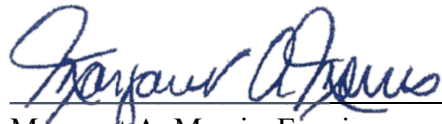
**CERTIFICATE OF SERVICE**

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  
[tsstewart@hmslegal.com](mailto:tsstewart@hmslegal.com)

Dated: March 31, 2026

  
\_\_\_\_\_  
Margaret A. Morris, Esquire

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

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

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**REPLY BRIEF  
OF PECO ENERGY COMPANY**

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Date: March 31, 2026

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*Counsel for PECO Energy Company*

## **I. INTRODUCTION**

On March 23, 2026, that PECO Energy Company (“Respondent,” “Company” or “PECO”) and Greenfield Manufacturing Company (“Greenfield” or “Complainant”) timely filed their respective main briefs in this complaint proceeding. PECO, in its Main Brief, explained its position on the issues pending before the Honorable Marta Guhl. PECO files this Reply Brief in response to the Main Brief of Greenfield.

## **II. SUMMARY OF ARGUMENT**

Greenfield alleges that PECO has violated Section 1501 of the Pennsylvania Public Utility Code,<sup>1</sup> (“Code”) by (1) intentionally failing to render accurate and consistent bills and (2) not compensating the Complainant at full retail value for its excess generation.

PECO’s failure to calculate bills based on actual reads was the result of issues relating to the equipment that transmitted the usage for billing purposes. The time period to permanently resolve the matter was not delayed intentionally. PECO did issue several rebills to reflect changes in prior billings.

PECO does not calculate negative Peak Load Contribution (“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. Crediting the Complainant in this manner would require PECO to calculate the Complainant’s PLC value as less than zero (0) per kilowatt (“kW”).

## **III. REPLY TO GREENFIELD**

### Count I

Greenfield alleges since it began net-metering, all issued bills were incorrect, requiring rebills to be issued. Greenfield contends the record demonstrates that “PECO

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<sup>1</sup> 66 Pa. C.S. § 1501.

intentionally, and incorrectly estimated its generation” so as to undercompensate for the excess generation it produced. GM Main Brief, pp. 2-3.

PECO does not dispute that certain monthly bills were based on estimated read due to issues with the equipment which transmitted the actual reads for billing purposes. As a result of an incorrect estimated intervals calculated during a power outage in January 2024, PECO made multiple field visits to adjust the antenna on the meters so as to obtain actual readings for billing purposes. PECO exchanged the equipment (including the meters) which resolved the issue. Exhibit CM-1.

Greenfield simply alleges that PECO’s failure to itemize the charges included in the line item, Renewable Energy Credit, violates Section 1501 of the Code since such refusal constitutes unreasonable and insufficient service. There is no statute, regulation or Commission order that requires that breakdown.

Furthermore, since one of the 4 installed meters was not displaying the information on the Complainant’s “My PECO Account,” Witness Amicone manually created monthly spreadsheets to provide the billing information and interval data for that meter to Complainant.

Section 1501 of the Code,<sup>2</sup> mandates that the Respondent provide reasonable and adequate service, not perfect service. *Elkin v. Bell Telephone Company*, 372 A.2d 1203 (Pa.Super. 1977). In determining whether Respondent has violated the provisions of 66 Pa.C.S. § 1501, it must be understood that what is required is adequate, efficient, safe, and reasonable service and facilities, not “perfect service.” *Manuel A. Biason v. Metropolitan Edison Company*, PUC Docket No. C-00004450 (Opinion and Order entered December 19, 2001). The Code does not mandate perfect service nor must a public utility provide the best possible service. Most certainly, a public utility is not a guarantor of either perfect service or the best possible service. *Re Metropolitan Edison Company*, 80 Pa. PUC 662 (November 19, 1993).

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<sup>2</sup> 66 Pa.C.S. § 1501.

The Complainant has failed to carry its burden that PECO violated Section 1501 of the Code by providing inadequate and unreasonable service regarding the issuance of the Complainant's monthly bills.

## Count II

Greenfield alleges that PECO's refusal to compensate for certain items enumerated as kW (power or demand) charges as opposed to kWh (energy) charges violates the Alternative Energy Portfolio Standards Act (AEPS). The Complainant argues that customer generators must receive full retail value for all energy produced on an annual basis.

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. The Billing Provisions within the Net Metering rate schedule address distribution-related compensation for all net metering customers, including distribution credits for commercial customers in Procurement Class 3/4 with annual peak demand greater than 100 kW, such as the Complainant. PECO's Commission-approved tariff has the force and effect of law and is binding on both the public utility and its customers. 66 Pa.C.S. § 1301; *DiSanto v. Dauphin Consolidated Water Supply Company*, 436 A.2d 197 (Pa. Super. 1981); *Brockway Glass Co. v. Pa. PUC*, 437 A.2d 1967, 1070 (Pa. Cmwlth. 1981).

Consistent with Commission regulations, 52 Pa. Code § 75.13(d), PECO credits a customer-generator, like the Complainant, at full retail kWh rate. PECO is billing the Complainant consistent with Commission regulations and its Commission-approved Tariff Rate HT and Rate RS-2. 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. 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. 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. PECO charges a rate per kW to its Rate HT customers based on their calculated PLC. PECO Statement No. 1.

As stated in recent Commonwealth Court Decision in *Penn Renewables v PA. P.U.C.*,<sup>3</sup> the Commission is entitled to broad discretion to implement the interconnection provisions of Section 5 of AEPS. PECO contends that it would violate Commission regulations if it compensated for kW/demand charges as suggested by Greenfield. PECO is obligated to comply with Commission regulations and its Commission-approved Tariff, neither of which support Greenfield's argument. Consistent with its Tariff, PECO charges a rate per kW to its Rate HT customers based on their calculated 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. 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). Furthermore, PECO's position is consistent with the Commission's position on customer responsibility for demand charges. See, JB-6.

The Complainant has failed to carry its burden of proof that PECO's method for compensating the Complainant for its excess generation is violating the Code, Commission regulation or order or its Commission-approved Tariff.

#### **IV. CONCLUSION**

The record evidence supports a finding that(1) the issuance of monthly bills based on estimated reads due to equipment issues did not violated Section 1501 of the Code and (2)

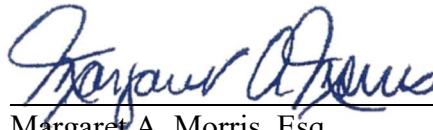
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<sup>3</sup> 337 C.D. 205, slip op issued March 13,2026.

PECO is calculating the compensation for the Complainant's excess generation is consistent with Commission regulations and its Commission-approved Tariff.

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

Respectfully submitted,



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Dated: March 31, 2026

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