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April 3, 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; **REPLY BRIEF OF GREENFIELD MANUFACTURING COMPANY**

Dear Secretary Homsher:

Enclosed for filing with the Commission is the Reply Brief of Greenfield Manufacturing Company in the above-captioned matter. 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 read "Todd S. Stewart", is written over a horizontal line.

Todd S. Stewart
Counsel for Greenfield Manufacturing Company

TSS/jld
Enclosure

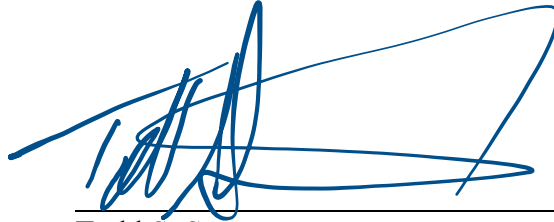
cc: Administrative Law Judge Marta Guhl (via electronic mail - mguhl@pa.gov)
Eric Ball, Legal Assistant (via electronic mail - erball@pa.gov)
Per Certificate of Service

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).

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DATED: April 3, 2026

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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

**REPLY BRIEF
OF GREENFIELD MANUFACTURING COMPANY**

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I. INTRODUCTION AND COUNTERSTATEMENT OF CASE

PECO claims that the Complaint, and thus this case, is about Greenfield Manufacturing’s (“GM”) claims of “incorrect charges on its bill for Commercial Electrical Service.” This benign understatement is emblematic of the systemic lack of effort exhibited by PECO Energy Company (“PECO”) to making any changes to ensure: 1) that GM’s monthly bills are correct; or 2) that the appropriate billing elements are being compensated for GM’s net metered customer generator contributions to the PECO system. For the most part, PECO does not deny that the problems exist. Rather, PECO’s approach to the many legitimate and consequential issues raised by GM over the nearly five years that it has engaged in net metering, and PECO’s repeated and startling inability to issue an accurate or appropriate bill, is to hope it goes away.¹ Moreover, as revealed in LG Exhibit 13 – demonstrating that as recently as December 2025 PECO issued six bills to GM in the space of 17 days, with the amounts due varying from \$0 to \$13,229.56. It is clear that PECO has yet to resolve GM’s billing issues despite repeated claims that all issues were resolved.

With regard to PECO’s refusal to compensate in the bill for all retail elements as required by the AEPS Act, PECO continues to not compensate for distribution, Energy Efficiency (“EE”) and Non-Bypassable Transmission (“NBT”) charges, and likewise refuses to fully compensate GM for Peak Load Contribution (“PLC”) charges. PECO twists the argument and claims that compensating GM for PLC – when GM’s PLC is

¹ Greenfield St. No. 1, pg. 3.

negative, is akin to compensating for capacity which it correctly claims it does not do. PLC itself is not capacity, but PLC is the load, and is the largest element in determining how much capacity PECO must buy at auction, and even its witness admitted that GM reduces that need. PECO is correct that capacity does not flow bi-directionally, but the obligation to pay for it certainly does and GM reduces the need to purchase.²

For distribution remuneration, pursuant to the AEPS Act, PECO bills GM in a fabricated unit (distribution credits) with the express purpose of avoiding compensation by this misclassification. In an act of pure sophistry, PECO creates the legally required credits, and then give those credits zero value.

In short, part of this claim is about PECO's inability to produce an accurate and correct bill, and part of this complaint is PECO's refusal to send an appropriate bill consistently.

II. REPLY ARGUMENT

A. Compensation Issues

The record is clear that PECO measures PLC by recording start and finish hourly meter readings to determine the amount of kwh consumed during the PJM 5CPs hours and converts it to kW for billing purposes. PECO then charges customers for the capacity requirement that is derived from this measurement. During the five hours with the highest peak demand this measurement is critical to determining how much capacity must be procured for each customer, not for the next minutes, but for the following year. PECO

² Greenfield St. 1-R, 3:3-10.

knows that this measurement is used for forecasting and charging customers in the next year but insists in its argument that this is an instantaneous value. This is preposterous since the rate charged is based on the previous year's average of those 5 peak hours. Once the PLC measurement hits zero, a customer is no longer imposing a capacity purchase obligation on the Company for next year's auction. When the calculation goes negative, the customer, in this case GM, is not only eliminating its own PLC, but also reducing the zonal PLC measured where PECO interfaces with PJM, which includes its neighbors, who gain the benefit of paying reduced PLC rate due to PECO's reduced need to buy at auction. It is this margin, between zero and GM's actual PLC, when fully calculated and not simply zero-ed out, for which PECO refuses to provide any compensation, even though that margin provides substantial value to PECO. A value PECO has assigned a dollar value to in the form of the PLC rate fee. PECO also refuses to compensate GM for EE and NBT charges because those charges are derived from the PLC and in its zeroed state, provides no basis for computation. Instead as shown in PECO's testimony (PECO Exhibit JB-2) PECO uses an arbitrary calculation which provides significantly lower value by inexplicably averaging PLC costs over a pool of unrelated customers and irrelevant usage periods for compensation. EE and NBT have no such method of compensation.

In its Main Brief, PECO argues it cannot calculate a negative PLC because customers are not able to export capacity to PJM.³ PECO does not refute the testimony that GM's PLC is negative, it disputes the impact of that negative PLC. It is clear that

³ PECO MB at 7.

GM's negative PLC reduces the overall system peak usage. Which in turn reduces overall system load (from the PJM grid) importantly, during five highest load hours. PECO claims that a negative PLC is not possible because capacity cannot be exported to PJM, but that argument is slight of hand at best. The compensation is not for the capacity, it is for reducing load which reduces the need to purchase capacity, much the same as customers get paid for reducing electric usage during peak demand period, but because rather than simply reducing its own load, because it is generating and that generation does not touch the transmission system, its excess generation reduces the need to import additional energy from the transmission grid, which provides a benefit to all PECO customers. A benefit that PECO refuses – by simply freezing the PLC value at zero – to compensate, even though it clearly has value and therefor is part of the “full retail value” compensation that is owned to all customer generators.

In short, the AEPS Act requires that customer generators receive full retail value for all generation on an annual basis and PECO's stopping at zero explicitly does not comply with the requirement. Unlike PECO's claims, GM does not allege that it exports immediately available capacity, it reduces the quantity of capacity that PECO needs to purchase in the next auction. GM has not argued differently. PECO's mischaracterization is incorrect and PECO's argument should be taken for what it is, an effort to confuse the matter to avoid the need to compensate correctly.

For distribution PECO acknowledges that it must credit against distribution in KWH to reduce the bill. But in an effort to circumvent that requirement, PECO renames the unit as KW. They arrive at this unit by taking the meter readings at half hour intervals in

kilowatt hours and then doubling them and calling that kilowatts. PECO, for this rate class does not have a per kilowatt hour distribution rate but instead charges for what they call a kilowatt, which is actually the amount of kilowatt hours used in a half hour doubled to give a value to bill from. The kilowatt used by PECO in billing does not match the definition of a kilowatt which is the instantaneous power output. They are using kilowatt hours and just dividing through to make an average.

PECO also credits the bill against the charges, as they state, but assigns those credits a value of zero, so they do nothing. This creates a way to avoid paying for the credits, by renaming how GM's account is charged for its peak half hour kilowatt usage. Then, when it credits generation PECO uses "kilowatt hours" but claims they are worthless. At the same time PECO does not pay the kW-based Distribution charge, PECO credits for transmission which is listed on the bill in kW but credits in dollars per kilowatt hour as shown in the exhibits from LG-2 and LG-3

B. Billing Issues

PECO's Main Brief characterizes the "billing issues" as a complaint that PECO fails to compensate for the correct elements or the like. The issue, as discussed in GM's testimony, is that PECO appears to be incapable of rendering a correct bill, regardless of the components. The result of PECO's failure, since GM began Net Metering in May of 2021, has been incorrect bills. As noted by Mr. Greenfield in his testimony, he went 40 months without PECO issuing a correct bill. To start PECO "estimated" his bills for months using a sine curve as the basis for assuming the output of his solar panels, which distributed the production smoothly over the course of 24 hours and which attributed a

percentage of production to the night time hours when it is clear that the sun does not shine and thereby reducing his compensation because prices are higher during the day. Mr. Greenfield also testified that for many years PECO could not properly credit the PTC adder or transmission credit, their artificial PLC credit, and had to manually calculate and mail out a check -- meaning PECO was not crediting the bill and only paying back what was owed years later sometimes. Effectively, GM was providing PECO an interest free loan. After PECO's new billing system was turned on, the system started generating blank bills for almost 10 months. No data, no explanation on the bill, just a total and a blank page. PECO unapologetically contends that the billing errors have ceased, Exhibit LG 13 demonstrates the opposite is true. It is not clear whether the consistently incorrect bills are due to errors in measurement (metering) or errors in computation (billing software) but the constant is that bills are incorrect more often than they are correct.

PECO's refusal to provide billing transparency also is at issue – a facet that PECO fails to address. PECO acknowledges that its bills include a catchall category, “Renewable Energy Credit” but thus far has failed to describe in any detail what elements it includes or whether certain elements cancel other elements. GM has asked that PECO provide an explanation of what elements are captured in the category, PECO refuses claiming that there is no requirement that it explain what is recovered through the bill heading, while the Public Utility Code requires otherwise.⁴

⁴ 66 Pa. C.S. § 2897(c)(1).

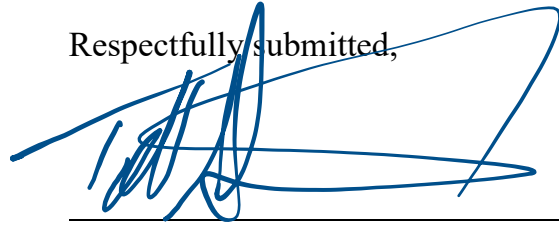
III. CONCLUSION

The instant Complaint concerns two broad issues: 1) that PECO has failed utterly in its duty under Section 1501 to provide reasonable service – failing to produce correct bills for the majority of the past 56 months since GM began to net meter. This failure includes metering errors and actual billing errors. It includes PECO’s surreptitious attempt to estimate bills using a sine curve, without telling GM and 41 consecutive months of inaccurate or incorrect bills. The failure also includes PECO’s unsupported effort to deny GM the compensation to which it is entitled, for distribution, for PLC and the EE and NBT charges that are based on PLC. PECO’s excuse that capacity, instantaneous, or otherwise, cannot be exported misses the mark. This is not an argument about exporting capacity to PJM, it about compensating GM at full retail value of the service it provides by reducing other customers’ capacity obligations in the subsequent Base Residual Auction.

GM asks that it be billed correctly on a consistent basis, that PECO explain what charges are or are not included in the categories on its bills, that it be compensated for all billing elements regardless of whether they are denoted in kW or kWh, and that it specifically be compensated for the negative PLC benefit it provides to PECO and its Customers and for distribution as required by the AEPS in the past, present, and future.

GM Would also like the same level of granularity on the net metering generation portion of the bill as there is on the usage portion of the bill. Stuffing everything in to “Renewable Energy Credit” has proven to hide problems in the PECO systems and makes it extremely difficult to validate the arithmetic that PECO appears to be incapable of performing on a consistent basis.

Respectfully submitted,



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DATED: April 3, 2026

APPENDIX A

Replies to PECO's Proposed Findings of Fact

1. Not only did GM begin net metering on May 13, 2021, that is when the billing problems started.

2. The bills may be based on actual meter reads, but as Exhibit LG-13 demonstrates, it remains unclear if the billing accuracy will improve. Moreover, GM was not informed that bills are now based on actual reads or that they were being based on estimates. The only way that GM was able to discern that its meters had been changed was to view its account online and identify that the meter numbers had changed.

14. PECO did not calculate the PLC as Zero, it changed the number, which is -471, to zero. That is not a calculation.

15. As discussed herein, a negative PLC is not the same as "exporting" capacity to the PJM.

16. PLC is demand, but it is the peak demand as measured in the prior year, it is not a measure of instantaneous demand.

17. PECO's statement ignores the simple fact that this year's demand is used for next year's capacity. Capacity in that sense is not an instantaneous measurement, it is used to reduce the costs in next year's auction.

18. Capacity is not instantaneous.

Response to PECO's Proposed Conclusions of Law

9. Complainant, GM, has carried its burden of proving that PECO's conduct violates the Public Utility Code and the Commission's Regulations.

16. PECO has provided unreasonable and inadequate service to GM since 2021.