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October 23, 2026

Via Electronic Mail Only
Matthew L. Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

Re: Letter of Notification of PPL Electric Utilities Corporation Filed Pursuant to 52 Pa. Code Chapter 57 Subchapter G, for Approval to Build Approximately 1.1 Miles of New Parallel Double Circuit 230 kV Transmission Taps that are Needed to Connect the Existing Susquehanna-Harwood #1 & #2 Transmission Lines on the New Tomhicken 230 kV Switchyard that are Respectively Located in Luzerne County, Pennsylvania; Docket No. A-2025-3059443

Dear Secretary Homsher:

Attached for electronic filing please find the Office of Consumer Advocate's Reply Brief in the above-referenced proceeding.

Copies have been served on the parties as indicated on the enclosed Certificate of Service.

Respectfully submitted,

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Enclosures

cc: Administrative Law Judge John M. Coogan (Via Email Only: jcoogan@pa.gov)
Administrative Law Judge Erin L. Gannon (Via Email Only: egannon@pa.gov)
Certificate of Service

CERTIFICATE OF SERVICE

Letter of Notification of PPL Electric Utilities Corporation filed pursuant to 52 PA Code Chapter 57 with respect to the approval to build approximately 1.1 miles of new parallel double circuit 230 kV transmission taps that are needed to connect the existing Susquehanna-Harwood #1 & #2 transmission lines on the New Tomhicken 230 kV switchyard that are respectively located in Luzerne County, Pennsylvania	:	Docket No. A-2025-3059443

I hereby certify that I have this day filed electronically on the Commission's electronic filing system and served a true copy of the following document, the Office of Consumer Advocate's Reply Brief, upon parties of record in this proceeding in accordance with the requirements of 52 Pa. Code Section 1.54 (relating to service by a participant), in the manner and upon the persons listed below.

Dated this 23rd day of October 2026.

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Dated: October 23, 2026

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Re: Letter of Notification of PPL Electric Utilities Corporation filed pursuant to 52 PA. Code Chapter 57 with respect to the approval to build approximately 1.1 miles of new parallel double circuit 230 kV transmission taps that are needed to connect the existing Susquehanna-Harwood #1 & #2 transmission lines on the New Tomhicken 230 kV switchyard that are respectively located in Luzerne County, Pennsylvania	:	Docket No. A-2025-3059443

REPLY BRIEF
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I. INTRODUCTION

The Office of Consumer Advocate (OCA) hereby submits its Reply Brief in response to the Main Brief of PPL Electric Utilities Corporation (PPL Electric or Company). For the reasons set forth below and in its Main Brief, the OCA submits that the Pennsylvania Public Utility Commission (Commission) should disapprove the transmission lines that connect the existing Susquehanna-Harwood #1 and #2 230 kV Transmission Lines to the new Tomhicken 230 kV Switchyard (Phase One or Phase One Project) as proposed by PPL Electric, based on the evidence of record and applicable legal standards.

II. SUMMARY OF REPLY ARGUMENT

PPL Electric misreads and/or misstates the record evidence and controlling law in support of its positions in its Main Brief. Therefore, the arguments made therein should be given little weight.

PPL Electric's attempts to undermine the credibility of OCA witnesses Felder and Konidena should be given little weight as inconsistent with record evidence and controlling law. A review of the transcript and sworn testimony of Dr. Felder and Mr. Konidena shows that these witnesses' factual analysis remains consistent throughout this case, even if their understanding of the law changed. PPL Electric ignores the OCA witnesses' testimony as to the detriments of the Phase One Project and the speculative nature of its purported benefits and argues that the Commission to turn a blind eye toward the same. Moreover, all witness testimony in this proceeding – that of both PPL Electric and the OCA – are relevant only to the ultimate questions of facts in this case, not to questions of law. There is no witness in this proceeding who disputes that additional transmission facilities are needed to serve Customer One; however, there is a dispute over whether PPL Electric's proposed facilities will result in detriments to existing PPL Electric ratepayers that outweigh the purported benefits.

Additionally, PPL Electric misstates the applicable law regarding its obligation to serve. The addition of Customer One will likely cause reliability- and cost-related risks for PPL Electric's existing customers that do not exist at present, creating an unreasonable discrimination in service against existing PPL Electric ratepayers and an unreasonable preference in service in favor of Customer One. Under such circumstances, PPL Electric's obligation to serve Customer One is conditional, and PPL Electric has not met its burden to show that the necessary and proper retail terms and conditions are in place to prevent or mitigate the likely or foreseeable harms of interconnecting and serving Customer One. Therefore, the likely harms outweigh the purported benefits of the proposed Phase One Project.

Moreover, PPL Electric's argument that the Phase One Project is needed because the Company must provide service to Customer One improperly reduces the Commission's need determination to a very narrow question of whether the proposed facilities will physically serve Customer One on PPL Electric's system. The issue is not whether a customer has requested interconnection and service, but whether the weight of the benefits of the proposed transmission lines is greater than the weight of the harms, in light of the full evidentiary record. It is not.

As admitted by PPL Electric in its Main Brief, the record establishes that the Phase One Project alone will not safely and reliably accommodate the Customer's anticipated load as it increases. The Customer's load will trigger identified thermal overloads at approximately 400 megawatts (MW) and voltage violations at approximately 700 MW, while the Customer's contracted load may ultimately reach 965 MW. Yet, the transmission facilities necessary to serve the Customer's full load, the Phase Two Project[1] (with the Phase One Project, collectively, the

[1] *See Application of PPL Electric Utilities Corporation, Filed Pursuant to 52 Pa. Code Chapter 57 Subchapter G, for Approval to (1) Bifurcate and Rebuild 4.4 Miles of the Existing Sunbury-Susquehanna #1 230 kV Transmission Line; (2) Construct 0.9 Miles of New Transmission Line Tap for Future 230 kV Double-Circuit Operation; (3) Raise Approximately 0.5 Miles of the Sunbury-Susquehanna 500 kV Transmission Line; and (4) Construct 11.2 Miles of*

Overall Project), have not yet been approved by the Commission. PPL Electric has not demonstrated the existence of enforceable safeguards that will prevent the Customer's load from reaching levels that create these reliability risks before additional facilities are in service.

PPL Electric likewise errs in asserting that the impacts of the Project on transmission costs and rates are outside the scope of this proceeding. The OCA does not ask the Commission to determine transmission rates or resolve cost allocation and cost recovery in this Letter of Notification (LON) proceeding. Rather, the OCA presented evidence concerning the Project's cost-related risks because they are directly relevant to whether PPL Electric has demonstrated a need for the Project, consistent with the Commission's prior orders. As the impact of such costs on customers was placed at issue by PPL Electric, and the Commission maintains jurisdiction to consider terms and conditions of retail service, the Commission should weigh the cost-related risks of the Phase One Project in deciding this case.

The record shows, and PPL Electric recognizes, there is ongoing land use litigation regarding the Customer's ability to construct its end use facilities and begin taking service, meaning that any potential need for the Phase One Project to serve the Customer is speculative.

PPL Electric attempted to rely on its purported compliance with the standards of the National Electric Safety Code to evade Commission review of the impact of the Phase One Project on service reliability. Due to the potential for service reliability degradation if the Phase One Project is approved, PPL Electric has failed to meet its burden of proof that the Phase One Project will not create an unreasonable risk of danger to the health and safety of the public.

New Double-Circuit 230 kV Transmission Line for Future Double-Circuit 500 kV Capacity, Located in Black Creek, Hazle, Hollenback, Nescopeck, and Sugarloaf Townships in Luzerne County, Pennsylvania, Docket Nos. A-2026-3061547 *et al,* Application (filed Apr. 7, 2026).

III. REPLY ARGUMENT

A. PPL Electric misstates the applicable legal standards for its Burden of Proof in this case.

The OCA submits that PPL Electric mischaracterizes the burden of proof it bears in this proceeding. The Company suggests that the preponderance of the evidence standard "is satisfied by presenting evidence more convincing, by even the smallest amount, than that presented by another party."[2] Furthermore, the Company asserts that once the proponent sets forth a *prima facie* case, a presumption is created against an opponent resulting in an obligatory decision for the proponent, unless additional evidence is produced by the opponent.[3]

The OCA submits that preponderance of the evidence is not met if the proponent simply presents evidence that is more convincing by even the *smallest* degree.[4] Rather, the proponent's evidence must fairly outweigh the probative value of any proof offered against its claim. In *Seling Hosiery, Inc. v. Marguiles*, the Supreme Court of Pennsylvania discussed the preponderance of the evidence standard and stated as follows:

> In charging a jury in a civil case it is the established practice for the trial judge to say that not only has the plaintiff the burden of proof but also that this proof must be by the fair preponderance of the evidence, yet this wordage may possibly be somewhat prolix because when a litigant 'has the burden of proof' it means that he has made a claim which he cannot expect to have accepted until he offers proof sufficient to support it; and the least degree of proof any claimant can offer in order to obtain persuasion is proof which *fairly out-weighs* the probative value of any proof offered against the claim.
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> ***

[2] PPL Electric M.B. at 7. In support of its position on the burden of proof, the Company also cites to *Cmwlth. v. Williams*, 732 A.2d 1167 (Pa. 1999) (*Williams*) and *Brown v. Cmwlth.*, 940 A.2d 610, 614, n.14 (Pa. Cmwlth. 2008) (*Brown*). These cases state that the party with the burden must prove its claim by a "greater weight of the evidence," *Williams*, 732 A.2d at 1187, and that such proof must enable the fact-finder to "find that the existence of a contested fact is more probable than its nonexistence," *Brown*, 940 A.2d at 614, n.14.

[3] PPL Electric M.B. at 7.

[4] In its Main Brief, the OCA stated "[t]he 'preponderance of the evidence' means that one party has presented evidence that is more convincing than the evidence presented by the other party." OCA M.B. at 5. The OCA did not state the degree to which evidence must be more convincing to preponderate.

> To illustrate what is meant by the phrase 'proof by the fair preponderance of the evidence' a trial judge sometimes says to the jury: 'If we visualize evidence as something weighed in an ordinary balance scales and if the evidence plaintiff offers in support of his claim *is so much more weighty in probative value* than the evidence offered in opposition to tip the scales on the side of the plaintiff, the latter has proved his claim by the fair weight of the evidence.[5]

As the Pennsylvania Supreme Court indicated, the Company meets its burden of proof in this proceeding if it presents evidence that fairly "preponderates in evidentiary weight against the opposing evidence."[6] Moreover, the Company must prove its case using substantial evidence that is legally credible and cannot be mere "suspicion" or a "scintilla" of evidence.[7]

In its discussion of setting forth a *prima facie* case, PPL Electric failed to distinguish between the burden of production and the burden of persuasion.[8] The burden of production may shift between parties during the course of a trial, whereas once a party introduces sufficient evidence to reach a *prima facie* case, the burden of production shifts to the opposing party to introduce evidence sufficient to balance the evidence produced by the party having the initial burden of production.[9] The burden of persuasion, however, "never leaves the party on whom it is originally cast…"[10] Moreover, a party may successfully bear the burden of production, but not be entitled to a verdict in its favor because the party did not satisfy its burden of persuasion.[11] That is, "[e]ven unrebutted evidence may be disbelieved."[12] As further expressed by the Commission in *Re West Penn Power Company*:

> The burden of proof has not been met even if no contradictory testimony is presented. We, being the trier of fact and the agency possessing expertise in the

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[5] *Se-ling Hosiery, Inc. v. Marguiles*, 70 A.2d 854, 856 (Pa. 1950) (emphasis in original).
[6] *Id.*
[7] *Lansberry v. Pa. PUC*, 578 A.2d 600, 602 (Pa. Cmwlth. 1990).
[8] PPL Electric M.B. at 7-8.
[9] *Noland Wenger v. UGI Utilities, Inc. – Gas Division*, Docket No. C-2008-2076768, 2009 Pa. PUC LEXIS 162 at *9 (Initial Decision entered Sept. 18, 2009).
[10] *Id.* at *10 (citing *Riedel v. County of Allegheny*, 633 A.2d 1325, 1328 n. 11 (Pa. Cmwlth. 1993)).
[11] *Id.*
[12] *Id.* (citing *Suber v. Pa. Comm'n on Crime and Delinquency*, 885 A.2d 678 (Pa. Cmwlth. 2005), *denied* 895 A.2d 1264 (Pa. 2006)).

> matter of utility regulation, are not required to accept even uncontradicted testimony as true.[13]

Accordingly, PPL Electric must present evidence that fairly outweighs the evidence presented by the opposing parties in order to meet its burden of proof. Moreover, such evidence must be substantial and legally credible tending to preponderate the Company's claims in this proceeding. As the OCA has demonstrated in its Main Brief and as expressed further below, the Company has not put forth sufficient evidence to satisfy its burden of proof (i.e., the burden of persuasion) in this proceeding.

B. PPL Electric mischaracterizes OCA witnesses Felder's and Konidena's Supplemental Responses to PPL Electric's Requests for Admission, which clarified that the Commission's Need and Health and Safety inquiries extend beyond the physical necessity of connecting the Customer.

PPL Electric's characterization of the OCA's Motion to Amend or Withdraw Expert Witnesses' Admissions (OCA Motion to Amend) its witnesses' prior responses is inaccurate and misleading.[14] The requested amendments did not reflect a change in the witnesses' substantive, factual opinions or an attempt to manufacture a dispute over the Phase One Project's physical connection to the Customer. PPL Electric erroneously alleges that OCA counsel was the driving force behind its witnesses' requests to amend their responses to the Requests for Admission (RFA), stating: "Perhaps recognizing that the admissions of its witnesses were fatal to its case, OCA attempted to amend its witnesses' prior admissions."[15] As explained in the OCA Motion to Amend and confirmed by the witnesses under oath, the supplemental responses included in the OCA Motion to Amend followed hearing preparation sessions during which OCA counsel explained the

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[13] *Re West Penn Power Company*, Application Docket No. 100200, *et al*., 1980 Pa. PUC LEXIS 49 at *22 (Opinion and Order entered May 29, 1980).

[14] PPL Electric M.B. at 20. Notably, the OCA did not contest the ALJs' denial of its Motion to Amend in its Main Brief, and does not attempt through this portion of its Reply Brief to argue that the Commission should consider the Supplemental Responses of OCA witnesses Felder and Konidena in lieu of the statements admitted to the record.

[15] *Id.*

broader legal standards governing the Commission's determination of need under 52 Pa. Code Section 57.76(a)(1) and Section 1501 of the Public Utility Code.[16]

During these hearing preparation sessions, counsel for the OCA explained that the need inquiry extends beyond whether particular facilities are physically necessary to connect a customer to the system and may encompass the Phase One Project's potential positive and negative impacts on Pennsylvania consumers, including reliability concerns and competing cost impacts.[17] OCA witness Felder expressly explained that his original response interpreted "need" narrowly as whether the proposed transmission lines were physically necessary for the Customer to draw power from the system, and that, after counsel explained the broader legal standard, he recognized the need to clarify his responses to address the Project's broader reliability and cost implications for other customers.[18] Specifically, Dr. Felder stated: "when I heard [OCA counsel's broader legal view on the issue of need] I mentioned to counsel we may need to review my interrogatories on the term need because I was thinking in terms of whether or not the physical asset was needed to

[16] *See* OCA Motion to Amend at 3-5; Tr. 678-80, 685-86, 739, 740-41; *see also In Re: Application of Trans-Allegheny Interstate Line Company (TrAILCo) For approval: 1) for a certificate of public convenience to offer, render, furnish or supply transmission service in the Commonwealth of Pennsylvania; 2) authorization and certification to locate, construct, operate and maintain certain high-voltage electric substation facilities; 3) authority to exercise the power of eminent domain for the construction and installation of aerial electric transmission facilities along the proposed transmission line routes in Pennsylvania; 4) approval of an exemption from municipal zoning regulation with respect to the construction of buildings; and 5) approval of certain related affiliated interest arrangements*, 2008 Pa. PUC LEXIS 35, *47-48 (Order Nov. 13, 2008) (*TrAILCo*) *aff'd Energy Conservation Council of Pa. v. Pa. PUC*, 995 A.2d 465, 484-86 (Pa. Cmwlth. 2010) (*ECC I*); *Applications of Transource Pennsylvania, LLC for approval of the Siting and Construction of the 230 kV Transmission Line Associated with the Independence Energy Connection -- East and West Projects in portions of York and Franklin Counties, Pennsylvania; Petitions of Transource Pennsylvania, LLC for a finding that a building to shelter control equipment at the Rice Substation in Franklin County, Pennsylvania and the Furnace Run Substation in York County, Pennsylvania are reasonably necessary for the convenience or welfare of the public; Application of Transource Pennsylvania, LLC for approval to acquire a certain portion of the lands of various landowners in York and Franklin Counties, Pennsylvania for the siting and construction of the 230 kV Transmission Line associated with the Independence Energy Connection East and West Projects as necessary or proper for the service, accommodation, convenience or safety of the public,* 2021 PA. PUC LEXIS 143, *57-58 (Order May 20, 2021) (*Transource 2021*) *aff'd Transource Pa., LLC v. Pa. PUC*, 278 A.3d 942, 960-61 (Pa. Cmwlth. 2022).
[17] OCA Motion to Amend at 3-5.
[18] Tr. 678-80.

connect or serve that individual customer and not in this broader interpretation that I was provided by counsel."[19]

Similarly, Mr. Konidena clarified that his original response concerning the need for additional transmission facilities did not concede that the Phase One Project satisfied the Commission's broader need inquiry, which includes consideration of the Phase One Project's potential positive and negative impacts on Pennsylvania's citizens and consumers.[20] He also clarified that, although compliance with electrical safety codes and related legal requirements was outside the scope of his expertise, he could opine on whether the Phase One Project's anticipated operating conditions could create an unreasonable risk to public health and safety through reliability-related risks to the transmission system.[21] Specifically, he explained that adding the Customer's projected load under the Phase One Project as proposed could result in thermal overloads and voltage violations, and he therefore denied that the Phase One Project would not create an unreasonable risk to public health and safety.[22]

Thus, the witnesses explained under oath why their original responses had been framed narrowly and why clarification was necessary to ensure their responses were true, correct, and complete in light of the applicable legal standard.[23] PPL Electric's attempt to portray these clarifications as a concession that the Phase One Project satisfies the Commission's need requirement conflates the limited physical question the witnesses initially understood themselves to be answering within the broader regulatory inquiry the Commission must undertake.

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[19] Tr. 679.
[20] Tr. 739.
[21] Tr. 740-41.
[22] *Id.*
[23] *See* 52 Pa. Code § 5.332(2) ("A party or an expert witness who has responded to a request for discovery with a response that was complete when made is under a duty to supplement a response to include information thereafter acquired, as follows: (2) A party or an expert witness is under a continuing duty to amend a prior response upon discovering that the response is incorrect or incomplete.")

Importantly, when attempting to amend their prior admissions, neither Dr. Felder nor Mr. Konidena disputed that additional facilities are necessary to serve Customer One and neither witness amended their direct or surrebuttal testimony, demonstrating that their factual analysis of the record evidence remains consistent throughout this case. Thus, there is no witness dispute in this proceeding as to the fact that additional transmission facilities are needed to serve Customer One. However, there is a dispute over whether PPL Electric's proposed facilities will result in detriments that outweigh the purported benefits of the proposed facilities.

All expert witness testimony in this proceeding – that of both PPL Electric and the OCA – are relevant only to the ultimate questions of facts in this case but not to a question of law. Pennsylvania Rule of Evidence 704 provides that "[a]n opinion is not objectionable just because it embraces an ultimate issue."[24] Accordingly, the fact that a witness's opinion addresses an issue central to the Commission's determination does not, standing alone, render that opinion improper or require the Commission to disregard it. Rather, the Commission must evaluate the witnesses' opinions in light of the evidentiary record and determine the weight to accord them. The ultimate legal determinations, including whether PPL Electric has satisfied the requirements of Section 57.76 of the Commission's regulations and the Public Utility Code, remain with the Commission.

To be clear, counsel for the OCA did not direct Dr. Felder or Mr. Konidena to supplement or amend their prior discovery responses. PPL Electric makes that claim in its Main Brief, citing to the transcript, but deliberately misleads the Commission as to what the witnesses actually stated on the record at hearings, as reflected in the transcript.[25] With respect to Dr. Felder, the portion of the transcript cited by PPL Electric shows the following:

[24] Pa. R. Evid. 704.
[25] PPL Electric M.B. at 20, n. 72.

> Q. And you indicated that you identified that issue based upon your review of this document of counsel. Correct?
>
> A. I did. That's right.[26]

As the OCA explained at hearings[27] and in its Motion to Amend,[28] Dr. Felder sought to update his initial discovery response following a hearing preparation session with OCA counsel. In his own words, both in the portion of the transcript referenced by PPL Electric and during redirect examination of Dr. Felder, Dr. Felder stated that he identified the discrepancy between the OCA's legal understanding of "need" and the legal framing he relied upon in preparing his initial discovery response.[29] PPL Electric's statement in its Main Brief that Dr. Felder sought to modify the response included in PPL Electric Cross Exhibit 17 "only after being advised he should do so by counsel" is patently untrue.[30]

Mr. Konidena similarly testified – under oath – that OCA counsel did not suggest that he submit updated discovery responses, but that he sought to update his prior responses based on advice from counsel regarding Section 57.76 of the Commission's regulations and subsequent orders interpreting the same.[31] The portion of the transcript cited by PPL Electric[32] states the following:

> Q. So did you only make that determination that you needed to update or provide additional information in this response after you consulted with counsel about this response?

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[26] Tr. 684-85. PPL Electric specifically cited pages "685-685" of the transcript. PPL Electric M.B., n. 72. However the question included in this quotation began on page 684 and the answer to the only other question included on page 685 does not appear on that page. That question is answered on page 687 of the transcript, wherein Dr. Felder testifies that he provided a draft response to a request for admission to OCA counsel.
[27] Tr. 586-90.
[28] OCA Motion to Amend at 3-5.
[29] Tr. 679, 685.
[30] PPL Electric M.B., n. 72.
[31] Tr. 757:3-4 ("They [OCA counsel] didn't suggest it. This is my submission to update it based on my reading of that.").
[32] PPL Electric M.B., n. 72.

A. The counsel - consulting counsel is more like what the law in Pennsylvania says. I am an engineer and I read it more narrow mindedly or broad mindedly? It depends upon what the analysis tells me.

Q. Okay. And I think you even said this with respect to Cross Exhibit 17. Your August 5th, 2026 response was based upon your understanding as a transmission planning engineer. Is that correct?

A. Correct.

Q. And so when you consulted with Counsel, they gave you legal advice that led you to then supplement the response or say that it was somehow incomplete?

A. It is not a legal advice. It's the interpretation, as I understand the Pennsylvania law.[33]

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Q. And did you make that determination after you consulted with counsel for OCA about what the law is?

A. Yeah, I have with the law. Like, the interpretation of what the law is. Yes.

Q. And at the time that you prepared this response originally, you did have available to you the full and complete version of OCA Statement Number 2. Correct?

A. Yes.[34]

Again, Mr. Konidena did not seek to amend any prior discovery responses at the direction of OCA counsel. Instead, Mr. Konidena was provided with a better understanding of the OCA's legal position regarding the Commission's transmission line siting regulations and, as a result, informed counsel that he would like to amend his prior responses. This is set forth clearly in the transcript.

PPL Electric's underhanded attempt to undermine the credibility of the OCA's witnesses and smear OCA counsel is deeply flawed. It is based in a reading of the transcript inconsistent with the words that actually appear therein. The testimony of the OCA's witnesses is clear, and they did not request to amend or change their pre-served written testimony. Instead, the factual

[33] Tr. 756.
[34] Tr. 761 (omitting the remainder of the page which include no responses from the witness).

opinions provided by Dr. Felder and Mr. Konidena – regardless of the legal opinions or application of law to fact – remain the same, even though the OCA unsuccessfully moved to amend its responses to certain Requests for Admission propounded by PPL Electric. The only change was the witnesses' understanding of the law, which is not an aspect of the facts established in the witnesses' written testimony that the OCA relied upon in its Main Brief or in this Reply Brief.

C. PPL Electric has failed to bear its burden of proof that there is a need for the Phase One Project, based on clear Commission direction, appellate caselaw, and the evidence of record.

1. PPL Electric's obligation to serve is not absolute.

PPL Electric argues that the Commission must approve the LON because Customer One has requested interconnection and service and "PPL Electric is required to provide the Customer with its requested service."[35] However, PPL Electric omitted relevant and significant portions of the statutes and caselaw that it cites in support of its position. Rather, in reviewing the body of law regarding a utility's "obligation to serve," the General Assembly, courts of the Commonwealth, and the Commission have consistently determined that the "obligation to serve" is not absolute and that new customer interconnections should consider the impact on existing ratepayers.

While PPL Electric correctly references Section 1501 of the Public Utility Code for the proposition that PPL Electric must furnish safe, adequate, and reasonable service and facilities, PPL Electric quotes only a portion of the first sentence of the Section. Had PPL Electric's quotation continued, it would have stated:

> Such service also shall be reasonably continuous and without unreasonable interruptions or delay. Such service and facilities shall be in conformity with the regulations and orders of the commission. Subject to the provisions of [the Public Utility Code] and the regulations or orders of the commission, every public utility

[35] PPL Electric M.B. at 26-29.

> may have reasonable rules and regulations governing the conditions under which it shall be required to render service.[36]

To the extent that the extension of service to a new customer would be contrary to the Public Utility Code, the regulations or orders of the Commission, and/or PPL Electric's tariff, PPL Electric's obligation to service is not absolute. While a customer must adhere to any lawful conditions of service, the utility also is statutorily obligated, as factual circumstances may evolve, to obtain Commission approval of tariff rates, rules, and regulations and/or practices to be able to provide service to new and existing customers in a lawful manner. Unlike statutes and regulations, tariffs are legal documents with more embedded flexibility to change as factual circumstances may evolve, if notice and opportunity to be heard are provided on any such changes to the tariff and if such changes are consistent with the Public Utility Code and Commission regulations and orders.

For example, the Commission's regulations regarding line extensions for electric utilities provide that the utility "shall make line extensions" subject to the terms and conditions provided in its tariff, meaning that if a customer is unwilling or unable to comply with the lawful line extension conditions in the tariff, the customer is not entitled to service.[37] At the same time, for example, if factual circumstances evolve so as to make the existing tariff line extension conditions unjust and unreasonable or otherwise unlawful, the utility is statutorily obligated to obtain Commission approval of tariff rates, rules, regulations, and practices consistent with the Public Utility Code and Commission regulations and orders to be able to provide the extension of service while maintaining service to existing customers in a lawful manner. Applied here, PPL Electric

[36] 66 Pa. C.S. § 1501; *see Popowsky v. Pa. PUC*, 910 A.2d 38, 54 (Pa. 2006) ("the statute affirmatively recognizes that reasonable conditions may attach to the rendering of mandated service"). The OCA notes that two sentences are omitted, which pertain to the regulation of the service and facilities of municipal corporations and to the allocation of natural or artificial gas supply, neither of which is relevant in this proceeding.
[37] 52 Pa. Code § 57.19.

has failed to propose the just and reasonable tariff rates, rules, regulations, and practices to mitigate the detriments of its proposed facilities.

Further, PPL Electric cites to *Pa. Gas Co. v. Pub. Serv. Comm'n*, 83 Pa. Super. 557 (Pa. Super. 1924), which the OCA also referenced in its Main Brief but with respect to Commission action during historical periods of resource inadequacy,[38] which states in no uncertain terms that the obligation to serve is not absolute:

> 1. Appellant has the right under its charter and extensions thereto to supply natural gas to the territory annexed to the City of Erie and to enter upon the streets and highways of such annexed territory for that purpose. The obligation to furnish gas, *if reasonably obtainable*, to consumers in such territory is correlative to such right and may be enforced by the Public Service Commission.
>
> 2. For that purpose the commission may reasonably require the company to extend its lines, within such territory. The provisions of the Act of May 29, 1885, P. L. 29, are not repugnant thereto.
>
> 3. *The company, or the commission, may, in the event of a supply of gas insufficient to serve all classes of consumers, discriminate in favor of domestic as against industrial users*.
>
> 4. Where the company itself is making use of a large quantity of gas industrially, the commission may, for the benefit of domestic consumers, require the discontinuance of such industrial use, if it is reasonably possible to secure a satisfactory substitute fuel.
>
> ***
>
> 6. If a greater quantity of gas is not reasonably obtainable, and the present supply is insufficient for present domestic use, *the commission may not require the company to extend its lines into additional or annexed territory even for domestic use.*
>
> ***
>
> It is undisputed that under present conditions the supply of gas is insufficient to meet the requirements of present domestic consumers; and that it is not reasonably possible to increase the supply of gas sufficient to meet such present requirements, much less enlarge them by extensions into new territory. The law does not require the company to expend additional capital in the extension of its lines in order that

[38] OCA M.B. at 27 (*citing United Nat. Gas Co. v. Pa. PUC*, 33 A.2d 752, 757 (Pa. Super. 1943); *Pa. Gas Co.*, 83 Pa. Super. at 566).

> it may divide among an increased number of users a diminishing supply of gas already insufficient for present domestic use in the winter months.[39]

Though the *Pa. Gas Co.* decision is over a century old, and pertained to the natural gas industry, the legal principle remains clear: where the utility cannot control the adequacy of the supply of the resource that it distributes in providing public service, the law requires the utility to condition service to new customers on the availability of adequate supply.[40] PPL Electric, in this proceeding, similarly proposes to "divide among an increased number of users a diminishing supply of [electricity] already insufficient for present domestic use" by seeking authorization to interconnect a new large load, Customer One, during a period of growing resource adequacy shortages that are not expected to be ameliorated in the near future.[41]

Ultimately, the question that PPL Electric has placed before the Commission in this proceeding is to determine under what conditions a new large load customer interconnection may occur when that new large load would likely jeopardize the quality of service and facilities provided by PPL Electric to its existing customers. A utility's obligation to serve also is to provide non-discriminatory service, meaning that the utility does not grant "any unreasonable preference or difference in the treatment of one party versus another."[42] When faced with a decision to interconnect a new customer at the expense of the quality of service to existing customers, especially residential and small business customers, the Commission should not favor the new

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[39] *Pa. Gas Co.*, 83 Pa. Super. at 565-67 (emphasis added).

[40] In *Pa. Gas Co.*, the Superior Court stated: "The fact that the supply of natural gas is dependent on nature and limited and cannot be increased by the work of man necessarily distinguishes natural gas companies from public service companies supplying the public with a product which may be manufactured or taken from a practically inexhaustible supply." *Id.* While PPL Electric relies on the PJM capacity market, and not nature, to provide resource adequacy to its existing customers, the OCA submits that the function is similar: by no regulated means can PPL Electric manufacture its own generating capacity, and no practically inexhaustible supply of capacity exists in the PJM region. As a result, now, more than in recent decades, the Superior Court's statements in *Pa. Gas Co.* should be heeded.

[41] OCA M.B. at 24-33, 50-56; OCA St. 1 at 8, 10-11, 13-14, n. 29; OCA St. 1SR at 3, 5-11; Tr. 626-27.

[42] 66 Pa. C.S. § 1502; *Pa. PUC v. Columbia Gas of Pa., Inc.*, 2018 Pa. PUC LEXIS 431, *75, *77 (Order Dec. 6, 2018).

customer to the harm of existing customers. The utility in such case is obligated to establish just and reasonable and otherwise lawful retail tariff rates, rules, regulations, and practices that can ensure that service can be provided to both existing customers and the new customer in a manner consistent with the Public Utility Code, Commission regulations and orders.

Therefore, the Commission should grant little weight to PPL Electric's arguments that its obligation to serve is unconditional or absolute. PPL Electric's obligation to serve is not absolute to the extent permissible or required under applicable law. As set forth in full *infra*,[43] existing customers will be harmed by PPL Electric's proposed lines to serve Customer One, meaning that PPL Electric's existing tariff rates, rules, and regulations and/or practices do not ensure that the interconnection of and service to Customer One is conditioned in such a manner so as to avoid harm to existing customers and, therefore, there is not a need for the Phase One Project, as proposed.

2. There is a dispute as to the need for the Phase One Project.

PPL Electric argues that, because the OCA's witnesses stated that they do not contest the need for the Tomhicken Switchyard to serve Customer One, that the OCA does not contest the need for the Phase One Project.[44] PPL Electric, once again, misconstrues the actual testimony of the OCA's witnesses and the OCA's legal position based on that testimony.

Again, OCA witnesses Felder and Konidena did not contest the need for the Tomhicken Switchyard to physically serve this customer if Customer One's facilities materialize,[45] or that, if the Tomhicken Switchyard is not constructed, then Customer One would not be able to take

[43] OCA R.B. Secs. III.C.2, III.C.3, III.D.2.
[44] PPL Electric M.B. at 29-30.
[45] PPL Electric Cross Exh. 17 at 1.

service. Hence, there is no factual dispute that additional facilities are needed to serve Customer One.

However, whether physical facilities are needed to serve Customer One is distinct from the OCA witnesses' testimonies regarding the harms and speculative benefits of the proposed transmission line. As discussed extensively in the OCA's Main Brief,[46] the legal determination of whether "there is a need" for proposed transmission line facilities is a question of whether the benefits of a proposed transmission line outweigh the harms.[47] The testimonies of Dr. Felder and Mr. Konidena identify the underlying harms to existing customers resulting from cost- and reliability-related impacts of service to Customer One if the transmission line is approved, as proposed. To conclude that Dr. Felder's or Mr. Konidena's testimonies do not dispute that there is a need for the Phase One Project would require the Commission to overlook each witness's testimony as to the detrimental impacts of the proposed Phase One Project on PPL Electric's system and existing customers.

The record is clear on these points. While the ALJs denied the OCA's Motion to Amend and permit Dr. Felder and Mr. Konidena to modify their prior admissions in discovery, the ALJs did permit the witnesses to testify on redirect as to their individual mental impressions at the time that each witness did not originally contest the need for the Tomhicken Switchyard to serve Customer One in discovery responses. On re-direct, Mr. Konidena testified as follows:

> My supplemental response was Mr. Konidena clarifies that his initial response is limited to acknowledging that OCA Statement 2 does not contest the need for additional transmission facilities to be built by PPL to serve the identified customer. However, Mr. Konidena denies that his testimony does not dispute the need for the Project insofar as the Commission's determination of need encompasses

[46] OCA M.B. at 7-8, 19-20.
[47] *See TrAILCo* at *47-48; *ECC I*, 995 A.2d at 484-86; *Transource 2021* at *57-58; *Transource*, 278 A.3d at 960-61.

> consideration of the potential positive and negative impacts of the Project on Pennsylvania's citizens and consumers.[48]

Mr. Konidena also conditioned his statement that he "does not contest the need for the Tomhicken Switchyard to serve this customer" on the assumption that Customer One "ultimately connects to the Project facilities."[49] To conclude that Mr. Konidena's testimony does not dispute that there is a need for the Phase One Project, as a whole, would require the Commission to overlook his testimony that the Phase One Project will cause reliability violations on PPL Electric's system[50] and the speculative nature of Customer One's interconnection.[51]

Similarly, Dr. Felder testified during re-direct at the hearings:

> So at the time when I read this question, the question is – disputes that there's a need for this project. And my answer was does not contest the need for the Tomhicken switchyard to serve this customer. In other words, whether or not that asset was physically needed necessary in order for that customer to draw power from the system. So I interpreted need as literally whether or not this specific facility to serve this customer, so in a very narrow sense, which is partly why I said to serve this customer in my response.[52]

He further testified:

> So those two testimonies [OCA Statement 1 and OCA Statement 1SR] discuss cost allocation and reliability. So those are broader implications. And I point directly that this facility will connect a customer that could have reliability and cost implications and – to my analysis, as we've discussed. So under that broader interpretation how it affects other customers, then – then that's the basis for those statements. So that's what I would include [in the discussion of "need"].[53]

Like Mr. Konidena, Dr. Felder's testimony clarified that his lack of dispute regarding the need for the Phase One Project was limited to the need for additional facilities to physically interconnect Customer One, not regarding the need for the Phase One Project holistically. Viewed on a holistic

[48] Tr. 739:8-18; PPL Electric Cross Exh. 26 at 2.
[49] OCA St. 2 at 62; PPL Electric Cross Exh. 17 at 1; PPL Electric Cross Exh. 26 at 1.
[50] OCA M.B. at 12-14, 22-31; OCA St. 2 at 64, 70, 83. The OCA notes that Mr. Konidena's testimony in this regard is consistent with the testimony of PPL Electric witness Lookup. PPL Electric St. 1 at 4-5; Tr. 447-50.
[51] OCA M.B. at 9, 21-22; OCA St. 2 at 62; Zola Cross Exh. 2; Tr. 484:16-85:5.
[52] Tr. 678:25-79:9.
[53] Tr. 680:4-12.

basis, Dr. Felder testified that the Phase One Project would harm PPL Electric ratepayers by creating cost- and reliability-related harms associated with the interconnection of Customer One.[54]

In sum, PPL Electric's averment that no party contested the purported need for the Phase One Project is inconsistent with the evidentiary record and should be given little weight.

3. The Phase One Project is likely to cause reliability harms to existing PPL Electric customers.

PPL Electric incorrectly claims that PJM "approved" the Phase One Project and found that the Phase One Project will appropriately serve Customer One and not cause harm to PPL Electric's system.[55] Instead, the evidentiary record indicates that PJM's review of the Phase One Project was highly limited, and was based on completion of the Overall Project, inclusive of the Phase Two Project, not on Phase One alone. Because the Phase Two Project has not yet been approved by the Commission, the "do no harm" analysis prepared by PJM was premature and speculative as to the impact of the Phase One Project facilities and should be given little weight.

The "do no harm" test is PJM's review to ensure that constructing proposed transmission facilities would not actively degrade existing regional grid reliability.[56] When PPL Electric submitted the Phase One Project to PJM for the "do no harm" test, it included the Phase Two Project facilities in its submission.[57] PJM did not study the reliability impact of Customer One's full load with the Phase One facilities, alone, without the Phase Two facilities.[58] Specifically, PJM reviewed the Overall Project based on projected Summer 2028 load levels,[59] the point in time at which the Phase Two facilities are needed to prevent thermal overloads and voltage violations

[54] Tr. 680-83.
[55] PPL Electric M.B. at 30-31.
[56] Tr. 463.
[57] Tr. 463:18-64:4.
[58] Tr. 464-65.
[59] OCA St. 2 at 15.

along the Susquehanna-Harwood 230 kV corridor associated with Customer One's load addition.[60] This means that, by necessity, PJM must have considered the Overall Project as a whole, instead of the individual components. PJM's analysis would not consider if there was a delay in approval of a portion of the proposed facilities.[61]

Without the construction of the Phase Two Project, PPL Electric forecasts that the addition of Customer One's load of 965 MW would be sufficient to cause North American Electric Reliability Corporation (NERC) reliability violations in the form of thermal overloads and voltage violations.[62] At 400 MW, Customer One's load would cause thermal overloads, and at 700 MW, voltage violations; PPL Electric was aware of these potential reliability violations at the time that the Phase One Project was designed.[63] Phase Two is intended to resolve these NERC reliability violations.[64] However, there is no record evidence to support the conclusion that Phase Two will be approved, or that it will be approved as proposed by PPL Electric. As a result, if Customer One is permitted to fully ramp to its contracted amount of 965 MW, the customer's interconnection will worsen grid reliability.

Similarly, the addition of Customer One's load to the PJM grid during a period of resource inadequacy would also worsen grid reliability. By statute, resource adequacy is a part of providing reliable service.[65] PPL Electric witness Lookup agreed that resource adequacy is a component of reliable service.[66] If the PJM regional grid does not maintain resource adequacy, there could be damage to the transmission system.[67] The types of damage that could occur include overloading a

[60] Tr. 454.
[61] Tr. 465.
[62] OCA M.B. at 12-14, 22-31; OCA St. 2 at 64, 70, 83; Tr. 446-54, 743, 749-50.
[63] OCA St. 2 at 63, 84.
[64] Tr. 454.
[65] 66 Pa. C.S. § 2803.
[66] Tr. 467:18-20.
[67] Tr. 472:18-21.

conductor, conductor failure, and equipment failure.[68] In the event that such failures occur, there could be an impact to customers, such as forced customer outages and rolling blackouts.[69] PPL Electric conducted no due diligence as to the impact of Customer One's interconnection and service on regional resource adequacy, such as ensuring that Customer One would "bring its own capacity", take interruptible service, assessing the load addition's impact on regional loss of load expectation, and has not confirmed that Customer One has secured a source of electric generation supply.[70] There is no evidence of record which indicates that PPL or PJM reviews the impact of a customer's load on resource adequacy when it reviews proposed supplemental transmission facilities.[71]

In this current period of growing resource adequacy shortages that are not expected to be ameliorated in the near future, during which PJM forecasts that the region soon will not have sufficient capacity resources (e.g., power plants, energy storage, demand response, etc.) to meet its reliability requirement, for the first time in the history of the current capacity market construct,[72] the impact of Customer One's load addition must be heavily scrutinized. As the recent Synapse report published by the Commission recognizes, in the next few years, Pennsylvanians should expect loss of load events more frequently (nearly six times more frequently) than at present, due to decreased resource adequacy.[73] The federal, regional, and state public policy consensus

[68] Tr. 471:25-72:10.
[69] Tr. 472:16-73:1.
[70] Tr. 474-78.
[71] *See* Tr. 513-14.
[72] OCA St. 1 at 13 (*quoting* PJM, Board Decisional Letter on Critical Issue Fast Path – Large Load Additions, January 16, 2026, p. 1). The current period of resource inadequacy can be attributed to the growth in large load, data center customers. OCA St. 1, n. 29 (*quoting* PJM Independent Market Monitor, CIFP-LLA [Critical Issues Fast Path – Large Load Additions], October 9, 2025, p. 1).
[73] Tr. 626-27.

regarding the impact of new large load, data center customers on resource adequacy indicates that Customer One should bear the reliability risks associated with its interconnection and service.[74]

As described in full in the OCA's Main Brief with respect to both transmission deliverability and resource adequacy, approval of the Phase One Project is likely to degrade service reliability for PPL Electric's existing customers.[75] PPL Electric does not have adequate tariffed or contractual procedures in place to prevent Customer One from ramping to a load level sufficient to cause transmission reliability degradation or resource inadequacy, as the OCA described in full in its Main Brief.[76] Therefore, PPL Electric's claim that PJM's review of the Phase One Project indicates that it will not harm the reliability of PPL Electric's system is inconsistent with the record evidence and should be given little weight.

4. The impact of the Phase One Project on PPL Electric customers' transmission costs is relevant to the determination of need for the Phase One Project.

PPL Electric argues that, because the recovery, allocation, and assignment of the costs of the Phase One Project are subject to the jurisdiction of the Federal Energy Regulatory Commission (FERC), the impact of the Phase One Project on PPL Electric customers' rates is not relevant in this proceeding.[77] PPL Electric ignores that it is the party that placed the issue of the impact of the Phase One Project on rates at issue.[78] Not only are the OCA's arguments regarding costs to existing PPL Electric ratepayers associated with the Phase One Project directly responsive to the claims made by PPL Electric, they are highly relevant to whether a need has been demonstrated for the Phase One Project.[79]

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[74] OCA M.B. at 29-30; OCA St. 1 at 11-4, 16-17; OCA St. 1SR at 5-11.
[75] OCA M.B. at 11-14, 24-41.
[76] OCA M.B. at 37-41; PPL Electric Hearing Exh. 3; Tr. 542:9-554:11.
[77] PPL Electric M.B. at 35-39.
[78] *See* PPL Hearing Exh. 2 – LON at ¶¶ 11, 14, 25, Attachment I at 2, 6.
[79] OCA M.B. at 41-48.

The OCA discussed, at length, the Commission's jurisdictional oversight over the impact of the Phase One Project on existing ratepayers. Specifically, the Commission maintains jurisdiction over the terms and conditions of customers' retail service, even if such terms and conditions affect transmission rates that are subject to FERC's jurisdiction.[80] Despite PPL Electric's lengthy discussion of the scope of FERC's jurisdiction over transmission rates, it omits this critical distinction.[81]

PPL Electric does, however, confuse retail and wholesale load in its attempt to claim that tariff provisions related to interconnecting new large load customers are subject to FERC's jurisdiction.[82] Namely, PPL Electric emphasizes a portion of a quotation from a FERC order which states that FERC "has exercised jurisdiction over the terms of certain interconnections to the transmission system as an element of transmission service, including the interconnection of wholesale load to the transmission system."[83] In making this statement, FERC cites to two orders, both of which pertain to the interconnection of a municipal public utility district to an interstate transmission system in order to purchase electricity for resale to end use customers, i.e., wholesale load, and not end use customers.[84] As stated in the Federal Power Act, "[t]he term 'sale of electric energy at wholesale' when used in this Part means a sale of electric energy to any person for resale.'"[85] Because wholesale load can only be considered load which sells purchased generation supply services to other loads, either for resale or for end use, there is no wholesale load at issue

[80] *Tri-State Generation and Transmission Ass'n*, 193 FERC ¶ 61,070, ¶¶ 45-52 (2025); *FERC v. Elec. Power Supply Ass'n*, 577 U.S. 260, 279-80 (2016) (*citing New York v. FERC*, 535 U.S. 1, 17 (2002); 16 U.S.C. § 824(b)) ("the Federal Power Act does not authorize the FERC to regulate retail sales of electricity 'no matter how direct, or dramatic, [the limitation of its regulatory authority over retail sales'] impact on wholesale rates.'").
[81] PPL Electric M.B. at 35-36.
[82] PPL Electric M.B. at 36 (*citing PJM Interconnection, L.L.C.*, 195 FERC ¶ 61,211 (2026)).
[83] *Id.*
[84] *PJM Interconnection, L.L.C.*, 195 FERC ¶ 61,211, ¶ 41, n. 121 (*citing Pac. Gas & Elec. Co*., 109 FERC ¶ 61,392, at ¶ 37 (2004); *Pac. Gas & Elec. Co*., 115 FERC ¶ 61,193, at ¶¶ 36-38 (2006)).
[85] 16 U.S.C. § 824(d).

in this proceeding. Rather, Customer One is a retail load, meaning that the terms and conditions of its service are *not* subject to FERC's jurisdiction and, instead, are subject to the Commission's jurisdiction and to the terms and conditions of PPL Electric's retail tariff.

More specifically, Customer One will be taking service subject to PPL Electric's Rate LP-6.[86] Rate LP-6 is a schedule under PPL Electric's Commission-approved, retail electric distribution tariff.[87] Pursuant to the tariff, Rate LP-6 customers pay a monthly distribution charge associated with recovery of the costs of Commission-jurisdictional distribution service, inclusive of distribution plant and services provided by PPL Electric in its capacity as a distribution company.[88] PPL Electric's tariff also requires that customers taking service at a specified voltage greater than 600 volts – such as Rate LP-6[89] – the "customer furnishes all equipment necessary to transform the energy from primary voltage," meaning that, to the extent that PPL Electric would argue that it does not maintain distribution facilities[90] at a Rate LP-6 customer's point of interconnection, that is because the obligation to furnish such facilities is shifted to the customer under the retail tariff's rules and regulations.[91] In sum, Customer One will be taking service under Rate LP-6, is interconnected to distribution facilities and PPL Electric's distribution system, and receives

[86] PPL Electric St. 1-R at 11.
[87] *Id.*
[88] PPL Electric Distribution Tariff, Supplement No. 2 to Electric Pa. P.U.C. No. 202, First Revised Page No. 35C.
[89] *Id.*
[90] In PPL Electric's Distribution Tariff, it has elected to define the "distribution system" as follows:

> Distribution System – The portion of the electric system that is dedicated to delivering electric energy to an end-user. For purposes of this tariff, the distribution system includes all lines energized at voltages less than the nominal 69,000 volts and excludes service extensions and lines energized at voltages of the nominal 69,000 volts or higher. However, this definition does not affect the Company's obligations under the Federal Power Act and/or the Public Utility Code, as applicable, to: (1) provide safe, reliable, and adequate retail electric service to customer taking service at voltages of 69,000 volts and above; and (2) provide just and reasonable and non-discriminatory distribution and transmission rates, terms, and conditions of service to such customers.

Id. at First Revised Page No. 5B.
[91] *Id.* at First Revised Page No. 9.

distribution service from PPL Electric. Again, this means that the terms and conditions of retail service to Customer One are subject to the Commission's jurisdiction.

As the OCA has repeatedly stated, its arguments and recommendations in this proceeding are directly related to the retail terms and conditions of service to Customer One. In support thereof, the OCA produced significant evidence regarding the public policy consensus which indicates that such terms and conditions of service should prevent costs from being shifted from new large load, data center customers to existing ratepayers. Specifically, the Ratepayer Protection Pledge,[92] White House National Energy Dominance Council and Governors of PJM States Statement of Principles,[93] FERC,[94] NERC,[95] PJM Board of Managers,[96] Governor of Pennsylvania,[97] and Commission[98] have all recognized that the interconnection of new, large load data center customers can create cost-related risks for existing customers and that these risks and costs should be placed onto the data centers causing the risks and costs, and not shifted to other ratepayers.[99]

But-for the interconnection of and service to Customer One, PPL Electric's existing ratepayers would not be responsible for contributing to $38.4 million in additional transmission rate base, without evidence of defined benefits to existing ratepayers.[100] Based on the comparison of network benefits accruing to PPL Electric's ratepayers to benefits accruing to Customer One, the OCA submits that the cost assignment submitted with the LON does not sufficiently protect PPL Electric's existing customers consistent with the policy initiatives described in the OCA's

[92] OCA St. 1 at 10-11; OCA St. 1SR at 3.
[93] OCA St. 1 at 11.
[94] OCA St. 1 at 11.
[95] OCA St. 1 at 12.
[96] OCA St. 1 at 13-14; OCA St. 1SR at 8-11.
[97] OCA St. 1 at 16; OCA St. 1SR at 6-8.
[98] OCA St. 1 at 16-17; OCA St. 1SR at 5-6.
[99] OCA M.B. at 15, 41-48.
[100] OCA M.B. at 46-47; OCA St. 2 at 46-47, 64.

Main Brief. The inclusion of Customer One's but-for costs – which, pursuant to, *inter alia*, Commission policy and the Ratepayer Protection Pledge, should be assigned 100% to Customer One – in PPL Electric's transmission rate base creates the potential for harm to existing customers. Namely, the network upgrades that PPL Electric would not have constructed but-for the interconnection and service of Customer One are not depreciated on an accelerated basis or otherwise removed from PPL Electric's transmission rate base at a pace consistent with Customer One's contract, unless Customer One defaults.[101] Absent the adoption of a but-for cost assignment approach, there is no *guarantee* that PPL Electric's existing customers will be protected from stranded costs.[102] Such guarantee would be provided through the terms and conditions of retail electric distribution service.

The OCA does not recommend that the Commission make adjustments to PPL Electric's retail electric distribution tariff in this proceeding; rather, the Commission can appropriately disapprove the LON, consistent with the Commission's regulations, and require additional evidence of customer protection at such time as when PPL Electric resubmits its siting application for the Phase One Project.[103] Such evidence could include modifications to Customer One's ESA, consistent with the Commission's Order in this proceeding.[104] Unless and until PPL Electric submits evidence of sufficient customer protections, Customer One should not be permitted to interconnect, and PPL Electric's arguments to the contrary should be given little weight.

[101] *See* OCA St. 1 at 24; OCA St. 1SR at 20.
[102] OCA St. 1SR at 16 ("Witness Taylor does not claim that ordinary ratepayers are protected from stranded costs under all circumstances.").
[103] *See* 52 Pa. Code § 57.72(d)(5).
[104] *See* 66 Pa. C.S. § 508 (providing the Commission with authority to vary, reform, or revise contracts between utilities and other entities regarding aspects of the contract which "embrace or concern a public right, benefit, privilege, duty, or franchise, or the grant thereof, or are otherwise affected or concerned with the public interest and the general well-being of this Commonwealth" to ensure that the contract's terms are just, reasonable, equitable, and consistent with the public interest).

5. Customer One's need to interconnect to PPL Electric's system remains speculative.

PPL Electric argues that Customer One's inability to construct its end-use facilities should not delay Commission review of the Phase One Project.[105] In its Main Brief, the OCA did not argue that the Commission should delay review of the Phase One Project, but that PPL Electric failed to meet its burden of proof regarding the purported need for the Phase One facilities.[106]

Namely, Customer One "is the need driver for this [LON]"[107] but does not yet have the requisite zoning and land use approvals to construct its end use facilities.[108] OCA witness Konidena testified that "[if] the Customer does not interconnect, the need driver for this project disappears, and the Tomhicken Switchyard serves no demonstrated independent system reliability purpose."[109] Due to the lack of evidence supporting that a need to interconnect Customer One exists at this time, the Commission should find that PPL Electric failed to meet its burden of proof regarding need and affirmatively reject PPL Electric's attempt to obtain Commission approval to construct the Phase One facilities without a showing of the customer-driven need which gave rise to this case.

Furthermore, prior Commission decisions which approved the construction of transmission facilities while other regulatory approvals were pending included independent and substantial evidence that construction must take place regardless of the outcome of the pending approvals.[110] In this case, PPL Electric presented no need for the Phase One Project facilities independent of Customer One's interconnection. As stated by OCA witness Konidena, the Phase One facilities

[105] PPL M.B. at 39-40.
[106] OCA M.B. at 21-22, 24.
[107] PPL Electric St. 1 at 5:8.
[108] *See* Zola Cross Exh. 2; Tr. 484:16-85:5; *NP Hazleton Holdings 1, LLC v. Hazle Twp. Bd. of Supervisors et al*, Docket No. 827 CD 2026, (Pa. Cmwlth., Appeal Filed June 10, 2026) (providing that an appeal of the order admitted to evidence as Zola Cross Exh. 2 is on appeal before the Commonwealth Court).
[109] OCA St. 2 at 62.
[110] *Energy Conservation Counsel of Pa. v. Pa. PUC*, 25 A.3d 440, 452 (Pa. Cmwlth. 2011) (*ECC II*).

"do[] not provide existing ratepayers with any incremental N-1 reliability margin beyond what is needed to serve this customer."[111] The purported reliability benefits associated with the Phase One Project originate with the construction of the Overall Project, inclusive of the Phase Two facilities, which have not yet been approved by the Commission.[112]

Therefore, not only has PPL Electric failed to meet its burden of proof that there is a need for the Phase One Project because Customer One cannot yet take service, PPL Electric has failed to meet its burden of proof that it is necessary or appropriate to permit the construction of the Phase One facilities while Customer One's land use litigation remains pending. PPL Electric's arguments to the contrary should be given little weight.

6. PPL Electric failed to meet its burden of proof regarding demonstrating that there is a need for the Phase One Project.

In conclusion, based on the sum of the evidence presented and controlling law, PPL Electric's LON should be disapproved and it should be directed to refile a transmission siting application for the Phase One facilities. Even if Customer One could not interconnect and receive service without the Phase One facilities, the Commission's inquiry regarding whether a need for the Phase One Project does not end there. As described *supra*, when conducting its assessment of the need for a proposed transmission line, the Commission should analyze the purported benefits and harms of the construction of the line, inclusive of consideration of matters of federal, regional, and state policy.[113] A utility's obligation to serve customers is not absolute and may require

[111] OCA St. 1 at 58.
[112] OCA St. 2 at 58 ("Without Phase 2 and without the customer, the Tomhicken Switchyard carries approximately 1,400 MVA of existing corridor flow — the same Susquehanna-Harwood load that was being served before the project, now rerouted through a new switching point. Rerouting creates no new value for existing ratepayers.") (citations omitted).
[113] *TrAILCo* at *47-48; *Transource 2021* at *57-58; *Transource*, 278 A.3d at 966-67.

evidencing that proposed service would not negatively impact existing customers or result in unreasonable discrimination in service.[114]

Based on this well-established law, the OCA recommends that the Commission assign little weight to the purported benefits of approval of the LON and assign significant weight to the likely or foreseeable harms of approval. Approving the Phase One Project as proposed would create reliability- and cost-related risks for, and result in unreasonable discrimination in service to, PPL Electric's existing customers, without adequate consumer protections which the record evidence indicates are not in place. Therefore, the OCA respectfully requests that the Commission disapprove the LON. In its Main Brief, the OCA recommended that, if the Commission determines to approve the LON, it should do so only based on certain conditions; the OCA incorporates those recommendations as if fully stated herein.[115] Absent a demonstration that these showings have been made, PPL Electric has failed to satisfy its burden of proof that there is a need for the Phase One facilities, and the LON should be disapproved with instructions to resubmit the LON with evidence that those criteria have been satisfied.

D. PPL Electric has failed to demonstrate that the project will not create an unreasonable risk of danger to the health and safety of the public.

1. PPL Electric's Compliance with NESC Standards does not resolve the unreasonable risks created by the addition of the Customer's projected load.

PPL Electric's argument that the proposed transmission lines will meet or exceed the National Electrical Safety Code (NESC) standards does not resolve the OCA's health and safety concerns.[116] Although PPL Electric emphasizes that the Project's physical design will comply with

[114] 66 Pa. C.S. §§ 1501, 1502; *United Nat. Gas Co. v. Pa. PUC*, 33 A.2d 752, 757 (Pa. Super. 1943); *Pa. Gas Co. v. Pa. Pub. Servc. Comm'n*, 83 Pa. Super. 557, 566 (Pa. Super. 1924).
[115] OCA M.B. at 50.
[116] PPL Electric M.B. at 40-41.

applicable safety standards, the relevant inquiry under 52 Pa. Code Section 57.76(a)(2) is whether the proposed high-voltage transmission lines "will not create an unreasonable risk of danger to the health and safety of the public."[117] The Commission's safety inquiry necessarily encompasses not only the physical construction of the facilities, but also the risks arising from their operation under the circumstances established by the evidentiary record.[118] For example, as part of an electric utility's obligation to "maintain the integrity of the distribution system," in addition to complying with NESC requirements, the utility must also ensure that electric generation suppliers deliver electricity at locations and in amounts in order to meet the utility's customers' needs.[119] The OCA does not contend that the Project's proposed physical design necessarily violates NESC standards; rather, the OCA has demonstrated that approval of Phase One, without additional safeguards and without assurance that the facilities necessary to safely serve the Customer's anticipated load will be constructed and placed in service, presents foreseeable reliability and safety risks.[120]

The record establishes that the Customer's projected load will independently exceed the thresholds at which the existing transmission system experiences identified NERC reliability violations.[121] PPL Electric's own evidence establishes that the Susquehanna-Tomhicken #1 and #2 230 kV Transmission Lines will experience thermal overloads when load in the Hazleton area increases by approximately 400 MW, while an increase approaching 700 MW will produce voltage violations at the Tomhicken Switchyard and Harwood Substation under the identified P7 contingency.[122] The Customer's projected maximum demand of 965 MW exceeds both thresholds, meaning that the Customer's load alone is sufficient to trigger the identified thermal overloads and

[117] 52 Pa. Code § 57.76(a)(2).
[118] OCA M.B. at 50-51.
[119] 66 Pa. C.S. § 2807(a).
[120] OCA M.B. at 50-55.
[121] OCA M.B. at 52.
[122] PPL Electric St. 1 at 4-5; OCA M.B. at 52.

voltage violations, irrespective of additional load from other customers.[123] The record further establishes that these thresholds are expected to be exceeded as early as the summer of 2028.[124] Thus, the risks identified by the OCA are not speculative concerns about an uncertain future customer or a hypothetical system configuration; they arise from the anticipated load of the very Customer the Phase One Project is designed to serve.

These violations have direct physical and safety consequences. Thermal overloads occur when excessive current causes a transmission line to heat beyond its thermal rating.[125] A sustained thermal overload can cause transmission lines to sag, potentially bringing them into contact with trees, branches, or other lines and creating a risk of fire or outages.[126] PPL Electric's own witness, Mr. Lookup, acknowledged that an overloaded conductor can overheat, causing protective relays to trip circuit breakers and interrupt the flow of power.[127] The resulting redistribution of power to other transmission lines can cause those lines to become overloaded as well, increasing the risk of further equipment failures and outages.[128]

The identified voltage violations pose similar risks. Mr. Konidena testified that voltage violations can lead to cascading events, while PPL Electric's witness acknowledged that voltage violations can interfere with the Company's ability to operate equipment and may require transmission lines to be taken out of service.[129] These are, therefore, not merely technical deviations from engineering standards; they are identified system conditions capable of damaging transmission facilities and interrupting service to existing customers.

[123] OCA St. 2 at 63; OCA M.B. at 52.
[124] OCA M.B. at 52; Tr. 454.
[125] Tr. 447:1-5; OCA M.B. at 13.
[126] Tr. 447:6-451:18, 746:20-748:23; OCA M.B. at 52-53.
[127] Tr. 447–48; OCA M.B. at 53.
[128] Tr. 448; OCA M.B. at 53.
[129] Tr. 453, 749; OCA M.B. at 53.

Critically, PPL Electric acknowledges that additional facilities proposed as the Phase Two Project will be needed to address the Customer's future electrical needs and the resulting overloads on the Susquehanna-Tomhicken #1 and #2 lines.[130] Yet, Phase Two is the subject of a separate proceeding and has not been approved by the Commission.[131] The record contains no assurance that Phase Two will be approved or constructed as proposed before the Customer's load reaches levels that produce the identified violations.[132] PPL Electric also failed to demonstrate that enforceable provisions in the Customer's Electric Service Agreement (ESA) or the Company's tariff require the Customer to curtail its load before the 400 MW and 700 MW thresholds are reached.[133] The Customer has elected firm service rather than the voluntary interruptible service option available under Rate LP-6, and PPL Electric agreed to provide that service.[134] The absence of a demonstrated curtailment mechanism is especially concerning because the Project's anticipated load will independently trigger the identified reliability violations.

Accordingly, PPL Electric's reliance on NESC compliance addresses the physical design of the proposed facilities but does not establish that the Phase One Project, as proposed, will operate without creating an unreasonable risk to public health and safety. The record identifies a direct and foreseeable pathway from the Customer's load growth to thermal overloads and voltage violations, and from those violations to equipment damage, fire risks, outages, and potentially cascading outages affecting other customers.[135] Because PPL Electric has neither established that Phase One alone can safely accommodate the Customer's anticipated load nor demonstrated

[130] PPL Electric St. 1 at 4-5; OCA M.B. at 54.
[131] OCA M.B. at 54.
[132] *Id.*
[133] OCA M.B. at 54-55; Tr. 546-47; PPL Electric Hearing Exh. 3.
[134] Tr. 478:4–11, 549:13–550:9; OCA M.B. at 14.
[135] OCA M.B. at 51-55.

enforceable safeguards to prevent the identified conditions, it has failed to satisfy 52 Pa. Code Section 57.76(a)(2).

2. PPL Electric cannot dismiss resource adequacy concerns that increase the risk of load loss and threaten reliable electric service to existing customers.

PPL Electric also argues that the OCA's resource adequacy concerns do not establish an unreasonable risk to public health and safety because those concerns relate to generation service rather than transmission service, and because Dr. Felder did not quantify the risk attributable to the Phase One Project.[136] That argument improperly separates the availability of sufficient electric supply from the reliable delivery of that supply to customers and fails to address the evidence concerning the consequences of adding a substantial new load during an existing period of constrained resource adequacy. Resource adequacy is a component of electric system reliability. Section 2803 of the Public Utility Code defines reliability to include "adequacy," meaning the provision of sufficient generation, transmission, and distribution capacity to supply consumers' aggregate electric power and energy requirements, taking into account scheduled and unscheduled outages of system facilities.[137] The OCA's evidence therefore concerns a recognized component of reliability, not an unrelated issue beyond the Commission's consideration of whether the proposed Project presents an unreasonable risk to the public.

The record demonstrates that the PJM region is already experiencing resource adequacy concerns that are expected to worsen. PJM's 2027/2028 Base Residual Auction cleared 5.6% below the amount of capacity resources PJM intended to procure to preserve its resource adequacy planning standard.[138] PJM anticipates that the resource shortfall will continue, and the Synapse

[136] PPL Electric M.B. at 44-47.
[137] 66 Pa. C.S. § 2803; OCA M.B. at 25.
[138] OCA St. 1 at 13; Tr. 626–27, 631–32; OCA M.B. at 11.

resource adequacy report prepared on behalf of the Commission indicates that the number of load-loss events could increase to nearly six times the current resource adequacy planning criteria.[139] Against that backdrop, the addition of approximately 240 MW of new load, eventually increasing to 965 MW, will exacerbate existing resource adequacy concerns.[140] Dr. Felder testified that adding a 965 MW load to PPL Electric's system will increase loss-of-load probability, loss-of-load expectation, and unserved energy.[141] PPL Electric did not rebut that evidence with an analysis of the Phase One Project's impact on regional resource adequacy; instead, it maintained that resource adequacy should not be considered in this proceeding.[142] Even though Dr. Felder did not prepare an independent resource adequacy impact analysis does not mean that his testimony failed to support a looming resource inadequacy liability associated with interconnecting Customer One; rather, the analyses performed by PJM and Synapse are sufficient to indicate the likelihood of resource inadequacy through the undisciplined interconnection of large loads, as PPL Electric proposed in this proceeding.[143] It would be unnecessarily duplicative for Dr. Felder to prepare such an analysis where there is already industry consensus regarding the reliability, health, and safety risks posed by new customer interconnections such as that proposed in this proceeding.

PPL Electric's distinction between generation and transmission service does not eliminate the concern. The issue is not whether the Commission should regulate generation resources through this Letter of Notification proceeding. Rather, it is whether the Commission can find that the proposed transmission facilities will not create an unreasonable risk to public health and safety

[139] OCA St. 1SR at 8-10; Tr. 626:23–627:8; OCA M.B. at 11-12.
[140] OCA M.B. at 50-51.
[141] Tr. 626:20–22; OCA M.B. at 51.
[142] PPL Electric M.B. at 44-45; OCA St. 1SR at 14-15; OCA M.B. at 51.
[143] Tr. 626:23-27:8 (referencing the Commission's resource adequacy report). Importantly, Dr. Felder demonstrated significant familiarity with the modeling software and analytical approach used in the Synapse report. Tr. 630:8-32:21. As a result, Dr. Felder – with his considerable expertise in the subject matter area of resource adequacy – was able to determine that the results of the Synapse report are applicable to the circumstances presented in this case and the impact of Customer One's load on regional resource adequacy.

when the record identifies both an existing regional capacity shortfall and a substantial new load that will increase the risk of load loss. As Dr. Felder explained, if the Commission does not act, PPL Electric will interconnect a large load that exacerbates PJM's resource adequacy shortfalls and may increase the likelihood that ordinary ratepayers will be curtailed while large loads with backup generation continue to receive power from the grid.[144] This concern is particularly relevant to the public because an interruption of electric service affects customers who depend on reliable electricity for ordinary household needs and other essential uses. The record supports the broader point that resource inadequacy increases the risk of unserved energy and load loss; it does not require the Commission to find that any particular outage or specific household consequence is certain to occur.

Moreover, PPL Electric has not demonstrated that it conducted sufficient due diligence to determine whether interconnecting the Customer will adversely affect regional resource adequacy. The Company has not analyzed the impact of the Customer's incremental load on regional resource adequacy, verified that the Customer has secured sufficient electric supply, or verified that the Customer's supplier can and will deliver sufficient supply to PPL Electric's system to meet the Company's obligations to all of its customers.[145] Thus, PPL Electric asks the Commission to approve facilities enabling a very large new load to draw on the regional electric system without having established that the resulting resource adequacy risks have been adequately evaluated or addressed.

The health and safety implications are not limited to resource adequacy in isolation. They are compounded by the specific transmission reliability violations the Customer's load is expected to cause. The record establishes that Phase One alone cannot accommodate the Customer's

[144] OCA St. 1SR at 18; OCA M.B. at 51.
[145] Tr. 475:20–477:23; OCA Cross Exh. 4 at 2; OCA M.B. at 12.

ultimate demand of 965 MW without producing thermal overloads and voltage violations, and that those violations can result in outages affecting existing customers and potentially cascading outages.[146] The Project therefore presents two related reliability concerns: the addition of a large load during a period of regional resource inadequacy and the creation of identifiable transmission constraints as that load increases. Neither concern can be dismissed simply because the resulting consequences are not inevitable. Section 57.76(a)(2) requires the Commission to determine that the proposed line will not create an unreasonable risk of danger to public health and safety; it does not require the OCA to prove that an outage will certainly occur before the Commission may consider a demonstrated risk.

PPL Electric's arguments do not overcome this evidence. The Company relies on the Phase One Project's physical design and its compliance with applicable safety standards, but those matters do not answer whether the Project's anticipated operation, in the context of existing resource adequacy concerns and the identified transmission violations, will create unreasonable risks for the public. The record establishes that PPL Electric has not demonstrated that the Customer's full contracted load can be served safely and reliably through Phase One alone, that Phase Two will be approved and constructed before the identified violations occur, or that enforceable contractual or tariff provisions will require curtailment before those violations arise.[147] Accordingly, PPL Electric has not carried its burden of demonstrating that the Project satisfies 52 Pa. Code Section 57.76(a)(2).

[146] PPL Electric St. 1 at 4-5; Tr. 448-53, 746-50; OCA M.B. at 51-54.
[147] OCA M.B. at 53-55.

E. PPL Electric has not met its burden of proof to demonstrate that the Phase One Project will have minimum adverse environmental impacts.

The OCA incorporates by reference the arguments made in its Main Brief regarding the impact of the Phase One Project on the natural and human resources of the Commonwealth.[148]

F. Availability of Reasonable Alternatives

The OCA is not addressing this issue. The OCA's lack of discussion should not be interpreted as acceptance of the Company's position.

IV. CONCLUSION

PPL Electric has failed to demonstrate that the proposed Phase One LON is necessary and proper for the accommodation, convenience, and safety of the public. PPL Electric's own evidence establishes that Phase One, without further upgrades, will not safely and reliably accommodate Customer One's ultimate load and that additional facilities will be necessary to address resulting thermal overloads and voltage violations from Customer One's load, alone. The Commission, in this proceeding, is being asked to approve and require existing ratepayers to fund the Phase One Project created by one extraordinarily large customer, when the Phase One Project cannot ultimately serve that customer's projected load safely and reliably without future, speculative transmission facilities that are not presently before the Commission.

For the reasons set forth in full above and in its Main Brief, the Office of Consumer Advocate respectfully requests that the Commission disapprove PPL Electric's Letter of Notification. Alternatively, if the Commission determines that the Project may be approved, the OCA requests that approval be conditioned upon appropriate safeguards established by the evidence of record which address the unresolved reliability, health and safety, and ratepayer-protection concerns.

[148] OCA M.B. at 56-59.

Respectfully submitted,

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