

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

ULTIMATE SPORTS COMPANY, INC.,	:	
	:	PUC Docket No.
<i>Complainant,</i>	:	C-2017-2633651
v.	:	
	:	
PPL ELECTRIC UTILITIES	:	
CORPORATION,	:	
	:	
<i>Respondent,</i>	:	
&	:	
	:	
OFFICE OF SMALL BUSINESS	:	
ADVOCATE,	:	
	:	
<i>Intervenor.</i>	:	

**ULTIMATE SPORTS COMPANY, INC'S MAIN BRIEF
APPENDIX OF EXHIBITS**

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*Counsel for Ultimate Sports
Company, Inc.*

Dated: July 11, 2018

Index to Main Brief Appendix

<u>Exhibit</u>	<u>Description</u>
"1"11-26-13 Custom Fab Lease
"2"PPL Account Activity Statement
"3"PPL Account Contact History
"4"06-19-15 Email
"5"08-04-15 Email
"6"08-26-15 Email
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"10"12-14-15 Email
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"13"PPL Customer Information Policy
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"15"06-01-15 PPL Internal Emails

Exhibit “1”

LEASE AGREEMENT

Dated

Between

Custom Fab

and

Richard McGrath

For the Premises at:

531 North Fourth St.

Denver, PA17517

L E A S E

Part I

MADE and executed this 26th day of November, 2013

By and Between Richard McGrath, herein called "Landlord"; and Custom Fab, a Florida corporation having its principal place of business at 109 Fifth St. Orlando, FL 32824, hereinafter called "Tenant". Landlord does hereby lease unto Tenant the "Premises" at the "Rent" for the "Term" for the "Permitted Use" upon and under the Terms and Conditions set forth in this Part I and Part II (collectively the "Lease") all as follows:

1. Premises:

1.1. Location: 531 North Fourth St. in the Borough of Denver, County of Lancaster, Pennsylvania, 17517.

1.2. Improvements:

1.2.1. () Premises leased with existing improvements.

1.2.2. (X) Improvements by Landlord to be completed for occupancy. Exhibit C

1.2.3. (X) Optional improvements that may be completed by Tenant. Exhibit D

1.2.4. Description of the Premises: A portion of the Property including an undivided interest in all common areas, described as:

1.2.4.1. 21,330 SF of warehouse space

1.2.4.2. Outside Storage as specified in Exhibits A & B consisting of 40,000SF.

1.2.4.3. Rentable SF: 21,330 SF

1.2.4.4. Tenant's Proportionate Share shall be the sum of the i) weighted fraction of the building and the ii) weighted fraction of the exterior. The i) weighted fraction of the building shall be 70% multiplied by a fraction, the numerator of which shall be the Rentable Square Feet and the denominator of which shall be 74,000. The ii) weighted fraction of the exterior shall be 30% multiplied by a fraction the numerator of which shall be the Outside Storage and the denominator of which shall be 119,308. The Tenant's Proportional Share is

therefore determined to be 30.2%.

2. Term:

- 2.1. Number of Years: Five (5)
 2.2. Term Begins: December 1, 2013
 2.3. Term Ends: November 30, 2018
 2.4. Base Rent Commencement Date: January 1, 2014
 2.5. Utility Commencement Date: December 1, 2013
 2.6. Occupancy Date: December 1, 2013
 2.7. Expiration Date: November 30, 2018 subject to Options to Renew or Termination as described herein

3. Rent:

- 3.1. Rent: See Base Term Schedule Below:

BASE TERM

Time Period	Annual Amount	Monthly Amount
Year 1	\$ 90,000.00	\$ 7,500.00

Annual Base Rent increases thereafter shall be in an amount equal to the "CPI Factor", with a cap not to exceed a 5% (five percent) increase for any given year. The "CPI Factor" is the percentage equal to a fraction, the numerator of which is the Index (as defined below) most recently published prior to the Adjustment Date (the "Numerator Index") and the denominator of which is the Index published twelve (12) months prior to the date on which the Numerator Index was published. The term Index shall mean the Consumer Price Index for all Urban Consumers (CPI-U) for the U.S. City Average for all items (1982-84=100), published by the Bureau of Labor Statistics of the United States Department of Labor. The Adjustment Date shall be November 30th of each year during the term of the lease.

3.2. Options to Renew:

Tenant shall have the right to renew this lease for three (3) additional five (5) year terms by giving Landlord one hundred and twenty (120) days written notice prior to the expiration of the then current Term, upon the terms described below .

Upon Tenant providing Landlord with written notice of Tenant's option to renew, the rent shall continue to increase annually according to paragraph 3.1 during any option period

exercised.

- 4. Security Deposit: \$7,500.00, which will be held in a separate interest bearing account, with the interest accruing for the benefit of the Tenant.
- 5. Permitted Use: Fabrication and Warehouse for Custom Fab
- 6. Landlord approves of the tenant improvements contained in Exhibit D, subject to permitting and approval from Denver Borough. Tenant shall bear the cost of the Exhibit D improvements and Tenant may select qualified contractors and vendors to complete the Exhibit D improvements with prior approval of Landlord. In the event that Exhibit D is not prepared in time for the signing of this Lease, then Landlord reserves the right to approve in writing the Tenant improvements and such approval shall not be unreasonably withheld.

IN WITNESS WHEREOF intending to be legally bound, the Landlord and Tenant have caused this Part I presents to be signed by their duly authorized officers or agents and their appropriate seals to be hereunto affixed, the day and year first above written.

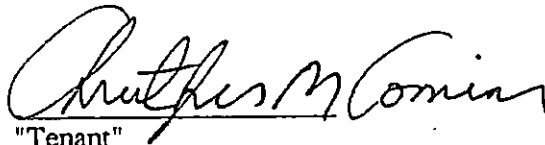


"Landlord"

By Richard McGrath

Landlord

Title



"Tenant"

By Christopher M. Comins

President/CEO

Title

PART II
OF
LEASE DATED

between

Richard McGrath, "Landlord" and
Custom Fab, "Tenant"

1. PREMISES. The Landlord does hereby lease unto the Tenant and the Tenant does hereby lease from the Landlord the Premises with improvements erected or to be erected thereon, which leased area is highlighted on the site plan attached hereto and made a part hereof as Exhibit "A," on the terms and conditions set forth in Parts I and II.
2. IMPROVEMENTS. Said Premises shall be leased on an "as is" basis other than the work specified in Exhibit C.
3. TERM. Tenant is to have and to hold the Premises for the Term set forth in Section 2.1 of Part I and beginning and ending as set forth in Sections 2.2 and 2.3 of Part I. If the Premises or a portion thereof are ready for occupancy prior to the Commencement Date of the Lease and if Tenant accepts occupancy, Tenant may have such occupancy, without change to the Term, by paying a pro-rata portion of the Rent based on a thirty (30) day month.
4. RENT. The parties agree that the Fixed Rent for the Premises shall be as set forth in Section 3.1 of Part I, and unless accelerated in the event of Tenant's default, Tenant shall pay such rent in the equal monthly installments, in advance, on the first day of each month during the Term, to the Landlord or its duly designated agent. Tenant shall pay to Landlord upon the signing of the Lease the Security Deposit set forth in Section 3.4 of Part I which shall be held by Landlord in a separate interest bearing account, with the interest accruing for the benefit of the Tenant, as security for the performance by Tenant of its obligations under this Lease and if Tenant is not in default at the termination of this Lease, then the Security Deposit, with any accrued interest shall be returned to Tenant. In the event that said rental amount is not received by the fifth day of the month for which it is due, Tenant shall pay a late fee of \$100.00 plus \$25.00 per day thereafter until the monthly rental amount is paid in full.

5. OBLIGATIONS TO BE PERFORMED BY TENANT.

5.1 Utilities: The Tenant will pay all utilities billed separately by the utility company to Tenant, including, heat, telephone and any other utility or service used or consumed on the Premises, including trash removal.

(a) Water/Sewer - In addition to Base Rent, Tenant shall pay \$159.00/month reimbursement for water/sewer usage.

5.2 Electric Expense: Whereas the Tenant and Landlord agree that Tenant is responsible to pay for the electric power consumed by Tenant, and whereas the leased property is not separately metered, Tenant and Landlord agree to the following method to measure and pay for electrical power: Tenant shall pay, at the end of every electrical billing period, an amount equal to the i) current billable rate for electrical Generation and Transmission charges multiplied by the difference of the current KH consumed in the period less the KH consumed during the equivalent period from the Baseline Year, ii) current billable rate for electrical Distribution charges multiplied by the difference of the current kW measured in the period less the kW measured during the equivalent period from the Baseline Year, iii) applicable prorated Generation, Transmission and Distribution taxes levied on items i) and ii). The Baseline Year shall be the 12 months immediately preceding the commencement date of the lease as evidenced by Exhibit E. In the event Tenant believes there is an increase in its consumption of electric power unrelated to the use of its Premises, Tenant shall have the right to have the method of calculating its Electric Expense revisited with the Landlord; but in any event, Tenant shall have the right to have its Premises placed on a separate power meter from the rest of the Property, and shall thereafter pay its own Electrical Expenses.

5.3 Taxes and Special Assessments: The Tenant will pay to Landlord, as additional rent, Tenant's Proportionate Share of all real estate taxes, charges, assessments and payments levied or assessed on the Property during the term of the Lease by any public or governmental body against the Premises or which may be assessed or levied by virtue of any business or activity conducted on the Premises including any imposition imposed on Landlord in lieu of or in substitution for real estate taxes, charges, assessments or payments. The Tenant's responsibility for payment of taxes and special assessments imposed during the term of this Lease shall be prorated for those installments which fall

due during the term of this Lease.

5.4 Repairs: (a) Landlord shall maintain and repair the outside walls, roof, exterior doors, structure and common areas of the Building, and all parking areas, and the pipelines and all other equipment and fixtures employed in delivering water, electricity and other utilities to the Building. In addition, Landlord shall replace any existing HVAC unit serving the Premises (or any major component thereof) which Landlord determines requires replacement due to failure resulting from normal usage or the age thereof. Except as provided in this paragraph or in the event of casualty, Landlord shall have no obligation to repair, maintain, alter, or modify the Premises or any part thereof.

(b) Tenant shall keep the interior of the Premises, including all drywall, acoustical ceilings, lighting, doors, hardware, windows, plumbing and electrical fixtures and delivery systems, plate glass, and door and window glass, in good order, making all repairs, alterations, replacements, and modifications, at its own expense, and shall surrender the Premises at the expiration or earlier termination of this Lease in as good order as when received, excepting only ordinary wear and tear and damage by fire or other casualty of the kind insured against in standard policies of fire insurance with extended coverage.

(c) Except as provided for in Paragraph 5.4 (a) above, Tenant, at its own expense, shall maintain and repair the heating, ventilating and air conditioning systems which provide service to the premises. Throughout the term of the Lease, Tenant shall maintain a HVAC service contract with a qualified HVAC service company, such contract to include at least semi-annual inspection and routine maintenance (including filter changes, lubrication and providing of refrigerant as required). Tenant shall supply Landlord with a copy of Tenant's service contract within 30 days of occupancy.

(d) Tenant shall give notice to Landlord of any defect in, or need for repair of, the Premises and utility systems serving the Premises. Landlord shall not be obligated to perform any maintenance or repair unless notice of the need thereof has been given by Tenant to Landlord, and Landlord shall not be liable to Tenant or any person claiming through or under Tenant, for any bodily injury or damage to property resulting from the failure to make any repair, unless the damage or bodily injury results from negligent failure or refusal of Landlord to make a bona fide effort to make repairs within a reasonable time

following notice by Tenant of the need for such repairs.

5.5 Clean Condition: The Tenant shall keep the interior and exterior of the Premises in a clean, sanitary and safe condition to the satisfaction of the Landlord and in accordance with the laws, ordinances and regulations of the Federal Government, Commonwealth of Pennsylvania and of the Township in which the Premises is located. Tenant shall comply with all requirements of law, ordinances and regulations, including those relating to Labor and Industry, zoning, occupational safety and health and Tenant shall pay any cost associated with its breach of such laws and regulations. There shall be no outside storage including above ground tanks.

5.6 Snow Removal and Lawn Maintenance: Landlord shall mow lawns, trim shrubbery, weed where appropriate and remove snow from walkways, driveways, and parking areas designated as Area A and Area B in Exhibit B.

5.7 Liability Insurance: Tenant further covenants that it will at all times during the Term at its own expense, maintain and keep in force for the mutual benefit of Landlord and Tenant, commercial general liability insurance against claims for personal injury, death, or property damage occurring in, on or about the Premises to afford protection to the limit of not less than One Million (\$1,000,000.00) Dollars combined for both bodily injury and physical damage as a result of any one occurrence, One Million (\$1,000,000.00) personal and advertising injury and Two Million (\$2,000,000.00) general aggregate. Such insurance shall be written under ISO form CG0001 or equivalent and shall name Landlord as an additional insured and require thirty (30) days notice to Landlord before cancellation.

5.8 Compliance with Legal Requirements: Tenant at all times shall comply strictly with all requirements of all duly constituted public authorities having jurisdiction as well as with the terms of all state, federal or municipal statutes, ordinances or regulations which are or may at any time hereafter become applicable to the Premises, to the activities conducted thereon, and to Tenant as lessee thereof. Tenant shall save Landlord harmless from all penalties, fines, costs and damages of every kind which may result from any failure to do so. At all times during the term of this Lease, Tenant shall maintain and comply with all permits, licenses and other authorizations required by any governmental authority or agency for Tenant's occupancy or operations at the Premises.

6. FIRE INSURANCE. Landlord shall procure and maintain in full force and effect non-

assessable fire insurance policies, which insurance shall include protection against loss to the building for those occurrences covered by standard "extended coverage" clause. Such policies shall name Landlord as the sole insured and shall not provide coverage for Tenant's personal property, improvements and betterments. In the event of loss, insurance proceeds shall be held in escrow by Landlord's mortgagee, if any, and otherwise by an escrow agent selected by Landlord pending repair of damages by Landlord, and upon completion the proceeds shall be paid to Landlord or paid to Landlord's mortgagee if required by it. In the event Landlord or Tenant elects to terminate the Lease as hereinafter provided, insurance proceeds shall be paid immediately to Landlord or its mortgagee if required by it. Tenant shall pay to Landlord, as additional rent, the Tenant's Proportionate Share of the premium for such insurance, and if such policy shall be a blanket policy, then Tenant shall pay such increase in premium attributable to the coverage of the Premises by the policy.

7. WAIVER OF SUBROGATION. Each party waives rights of subrogation against the other with respect to any insured risks.
8. USE OF BUILDING. The parties hereto agree that the Premises may be used for the permitted use set forth in Section 4 of Part I and uses incidental thereto. Tenant shall not permit the Premises to be vacant.
9. ALTERATIONS. No alterations shall be made in or to the Premises, other than the Tenant Work specified in Exhibit D, without the prior written consent of the Landlord and shall be subject to Landlord's inspection and approval, which shall not be unreasonably withheld. All machines, equipment, and supplies to be placed upon the Premises by the Tenant shall remain the property of the Tenant and shall be removed at the termination of the Lease; but the Tenant agrees to repair any damage to the Premises caused by the removal of such machines, equipment, or supplies.
10. SIGNS AND EXTERIOR ATTACHMENTS. No signs, lights, or other attachments or fixtures shall be placed on the exterior of the improvements or otherwise placed on the Premises unless Tenant shall obtain the prior written approval of Landlord, which shall not be unreasonably withheld. Tenant shall be responsible for obtaining a permit for said sign(s) from the appropriate municipal authority prior to installation and the cost of creating and installing said sign.

11. **FIRE AND OTHER DAMAGE.** In case of damage to the Premises by a risk insured against under Paragraph 6 of this Part II, Landlord, unless it shall otherwise elect as hereinafter provided, shall repair or cause to be repaired such damages with reasonable dispatch after receiving from the Tenant written notice of the damage. If the damages are such as to render the Premises untenable, the rent shall be abated to an extent corresponding with the period during which and the extent to which the Premises have become untenable; provided, however, if such damages are caused by the negligence of Tenant or of a Subtenant, or the agents, employees, visitors, invitees or licensees of Tenant or of a Subtenant, then notwithstanding such damages and untenability, Tenant shall be liable for rent without abatement. In the event of damage to the Premises to the extent of more than fifty (50%) percent of the value of such Premises, Tenant shall give Landlord written notice of the damage, (but failure to give notice shall not be binding upon Landlord) after which either party may determine with reasonable dispatch, that the Lease shall be terminated, in which event rent and other obligations shall abate and the Lease terminate as of the date of the occurrences of the event causing such damage.
12. **CONDEMNATION.** The Tenant may at its option terminate this Lease if any portion of the Premises is condemned by any governmental body or by any other body or organization possessing the power of condemnation provided such condemnation substantially impairs the use or enjoyment by Tenant of the Premises. In case of the taking through eminent domain of all, or any portion, of the Premises, the Landlord shall notify the Tenant in writing of such taking. Within sixty (60) days after receipt of such written notice, the Tenant shall notify the Landlord, in writing, whether such taking through eminent domain in the opinion of the Tenant substantially impairs its use or enjoyment of the premises. If the Tenant's decision on this matter is in the affirmative, then it shall also include in said notice the time when it desires to terminate the Lease, which time shall not be earlier than the date scheduled for the commencement of physical work (other than surveying and staking out) to be instituted on the Premises by the condemning authority, nor later than sixty (60) days after the same time. The giving of such notice by the Tenant does not bind the Landlord as to the correctness of the Tenant's decision that its use or enjoyment of the Premises is substantially impaired by the taking.
13. **NON-LIABILITY.** (a) The Landlord shall not be liable to the Tenant, any officer,

employee, agent, invitee, licensee or visitor of the Tenant, or any other person, for damage or injury to any person or property caused by any act, omission or neglect of the Tenant, its employees or agents, invitee, licensee, or visitor and Tenant shall indemnify, defend and hold harmless Landlord from any claim, loss or liability therefor.

(b) The Tenant shall not be liable to the Landlord, any officer, employee, agent, invitee, licensee or visitor of the Landlord, or any other person, for damage or injury to any person or property caused by any act, omission or neglect of the Landlord, its employees or agents, invitee, licensee, or visitor and Landlord shall indemnify, defend and hold harmless Tenant from any claim, loss or liability therefor.

(c) All property kept, stored or maintained on the Premises shall be so kept, stored or maintained at the risk of the Tenant only, and the Landlord shall not be liable for any loss or damage to the Tenant or his property, except when caused by the act, omission or negligence of the Landlord.

14. **SUBLEASE.** The Tenant shall not assign, sublet, pledge, grant a security interest in, or encumber this Lease or permit the use of the whole or any part of the Premises by any licensee or concessionaire without first obtaining the written consent of Landlord, which may be withheld by Landlord in its sole discretion. This prohibition shall be construed to include a prohibition against any assignment or subletting by operation of law. If Tenant shall attempt to assign this Lease or sublet or otherwise permit occupancy of the Premises by another without first securing a release from Landlord, Landlord may collect Rent from the purported assignee, sub-lessee or occupant, and apply the net amount collected to the Rent due hereunder, and such action on the part of Landlord shall not, under any circumstances, be deemed a waiver of the breach of this provision by Tenant or the acceptance of the assignee, subtenant or occupant, or as a release of Tenant from any of its obligations contained in this Lease.
15. **VOLUNTARY OR INVOLUNTARY ASSIGNMENT.** Neither this Lease nor any interest therein shall be assignable or otherwise transferable by operation of law or by voluntary assignment or for the benefit of creditors without the written consent of the Landlord, and such prohibition against voluntary assignment includes and comprehends any and every assignment which might otherwise be effected or accomplished by bankruptcy, receivership, attachment, execution or other judicial process or proceeding. If any

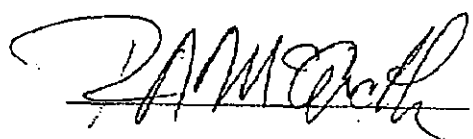
assignment for the benefit of its creditors should be made by the Tenant, or if a voluntary or involuntary petition in bankruptcy, or for reorganization, or for a similar arrangement should be filed by or against the Tenant, or if the Tenant should be adjudicated a bankrupt or insolvent, or if a receiver is appointed of or for the Tenant, or for all or a substantial part of its property, or if any such assignment or transfer by operation of law should occur, then and in any such event, the Landlord may at its option, terminate this Lease by notice to the Tenant. The provisions of this paragraph shall not apply to any of the rights, titles and interest of the Landlord in, to or under this lease.

16. **SURRENDER AT LEASE TERMINATION.** The Tenant shall, upon the termination of the Term of this Lease, surrender to the Landlord the Premises and all fixtures situated thereon except items which may be removed under Section 9 of Part II. All alterations, improvements, and other additions which may be made or installed by either party to, in, upon, or about the Premises shall either be removed by Tenant under Section 9 of Part II or become the property of the Landlord as the Landlord may elect and if Landlord elects to keep the same they shall be surrendered to the Landlord by the Tenant without compensation, in their existing condition, and otherwise Tenant shall repair any damage caused by removal.
17. **EVENTS OF DEFAULT.** If Tenant fails to pay any installment of rent promptly on the day when due hereunder or if Tenant shall fail to promptly keep and perform any other affirmative covenant or agreement of this Lease, strictly in accordance with the terms thereof and shall continue in default for a period of five (5) days after written notice thereof by Landlord of default and demand of performance or compliance, then such shall be an Event of Default. If any default shall occur, other than in the payment of money, which cannot with due diligence be cured within such period of five (5) days from and after the giving of notice as aforesaid, and Tenant commences to cure such default and proceeds diligently and with reasonable dispatch to take all steps and do all work required to continue to cure such default and does so cure such default, then Landlord shall not have the right to declare an Event of Default. Any of the following shall also constitute an Event of Default: Tenant is adjudicated a bankrupt, institutes proceedings for a reorganization or for an arrangement under the Bankruptcy Act, or an involuntary petition in bankruptcy is filed against Tenant, which is not dismissed within ninety (90) days.

payable upon occupancy and each anniversary date thereafter, including renewals, extensions and expansions thereof.

- 28. **STIPULATION AGAINST LIENS; MECHANICS LIENS.** Prior to commencing any substantial improvement in the Premises, Tenant shall cause an appropriate stipulation against liens to be filed with the Lancaster County Prothonotary, which stipulation against liens shall be signed by the general contractor for the work in question, or if there is no general contractor, then such stipulation against liens shall be signed by each contractor doing work on the Premises. The stipulation(s) shall be filed prior to any delivery of materials to the Premises or the commencement of any work on the Premises.
- 29. **CONSOLIDATION.** This Part II and the accompanying Part I constitute one agreement and may be signed in any number of counterparts and shall be construed under the laws of the Commonwealth of Pennsylvania.

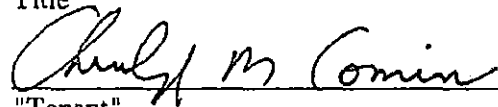
IN WITNESS WHEREOF, the Landlord and Tenant have caused this Part II presents to be signed by their duly authorized officers or agents and their appropriate seals to be hereunto affixed, the day and year first above written.



By: Richard McGrath

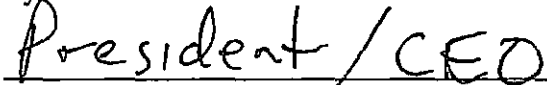
Landlord

Title



"Tenant"

By



Title

EXHIBIT "C"

LANDLORD SCOPE OF WORK

The following work shall be completed, substantially completed or contracted for completion by Landlord, at Landlord's expense, prior to the Date of Occupancy as provided for herein.

- Premises shall be broom clean and free of debris.
- All mechanical systems including HVAC, electrical and plumbing systems, shall be in

good operating condition.

Landlord agrees to the following work:

- 1) Raise interior lights to max height (13.5 ft ceiling height)
- 2) Stripe exterior pavement to indicate the tenant portion of outdoor storage as delineated on Exhibit B.
- 3) Remove trash dumpster currently located in area A on Exhibit B.

18. **LANDLORD RIGHTS.** Upon Event of Default, Landlord may:
- 18.1 Rent for Term: Declare the entire rent for the balance of the Term immediately due and payable.
- 18.2 Entry: Enter into the Premises or any part thereof, with or without notice of process or law, and expel Tenant or any person occupying the same using such force as may be necessary and relet the Premises for the Tenant's account.
- 18.3 Confession of Judgment: Landlord may confess against Tenant, Tenant hereby authorizing an attorney of any court of record to appear for and confess judgment against Tenant for the amount of rent and other sums due and unpaid, including rent accelerated by landlord with attorney's commission of ten (10%) percent and costs of suit, without stay of execution, waiving appraisal, inquisition and exemption.
- 18.4 Confession of Ejectment: Confess judgment in ejectment against Tenant, Tenant hereby authorizing any attorney of any court of record of Pennsylvania to appear for Tenant and confess judgment in ejectment for the Premises and Tenant authorizing the immediate issuance of a writ of possession for the Premises.
19. **HOLDING OVER.** In the event Tenant continues to occupy the Premises after the last day of the Term and Landlord elects to accept monthly Rent therefor, a tenancy from month to month only shall be created and not for any longer period with the monthly rental payment to be twice the amount being paid by Tenant to Landlord at the expiration of the most recent Lease term.
20. **INTEREST AND COLLECTION EXPENSE.** Interest shall accrue on any monies due from Tenant to Landlord from five (5) days after the same are due (including rent and money advanced by Landlord to others on account of the failure of tenant to perform hereunder) at the rate of one and one-quarter (1-1/4%) per month until the same is paid and Tenant shall pay the interest upon demand. If either party engages an attorney due to the other party's default hereunder, the defaulting party shall reimburse the prevailing party for reasonable attorney fees (whether or not litigation is commenced) and court costs incurred.
21. **SUBORDINATION.** Tenant shall subordinate its interest in the Premises to the lien, operation and effect of mortgages as requested by Landlord from time to time, provided that such subordination shall permit Tenant to occupy the Premises under the terms of the

Lease so long as Tenant is not in default.

22. **ADDITIONAL INSTRUMENTS.** Tenant shall, at the request of Landlord, execute such additional instruments Landlord's mortgagee may request from time to time or as may be required or convenient and not inconsistent herewith.
23. **LANDLORD'S COVENANT OF TITLE AND QUIET ENJOYMENT.** Landlord covenants and warrants that upon the Lease commencing, it shall have full right and lawful authority to enter into this Lease for the full Term hereof, and that Landlord will be lawfully seized of the entire Premises and will have good title thereto and that at all times when Tenant is not in default under this Lease and during the Term of this Lease, Tenant's quiet and peaceable enjoyment of the Premises shall not be disturbed or interfered with by anyone. Landlord in person or by agent shall be permitted to enter upon the Premises at reasonable times to examine the same or to make such repairs as are required hereunder.
24. **SUCCESSORS AND ASSIGNS.** The Lease shall inure to the benefit of and shall bind the successors and assigns of the parties to the extent that the parties' rights hereunder may succeed and be assigned according to the terms hereof.
25. **DESCRIPTIVE HEADINGS.** The descriptive headings of the several paragraphs hereof are inserted for convenience only and shall not control or affect the meaning or construction of any of its provisions.
26. **SERVICE OF NOTICE.** If at any time after the execution of this Lease it shall become necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication shall be in writing signed by the parties serving the same, sent by United States mail, to the respective addresses set forth in the preamble of Part I, or at such other address as either party may have furnished to the other in writing as a place for the service of notice. Any notice so mailed shall be deemed to have been given as of the time it is deposited in the United States mail.
27. **COMMISSIONS.** In consideration of the efforts and services of NAI Commercial Partners, Inc. (NAI/CPI) and John Thiry, CCIM in procuring said Tenant, Landlord agrees to pay said broker a commission equal to six (6%) percent of the base rental amount on the entire term of the lease including any renewals, extensions or expansions thereof. The commission shall be payable as follows: annual payments over the entire term of the lease,

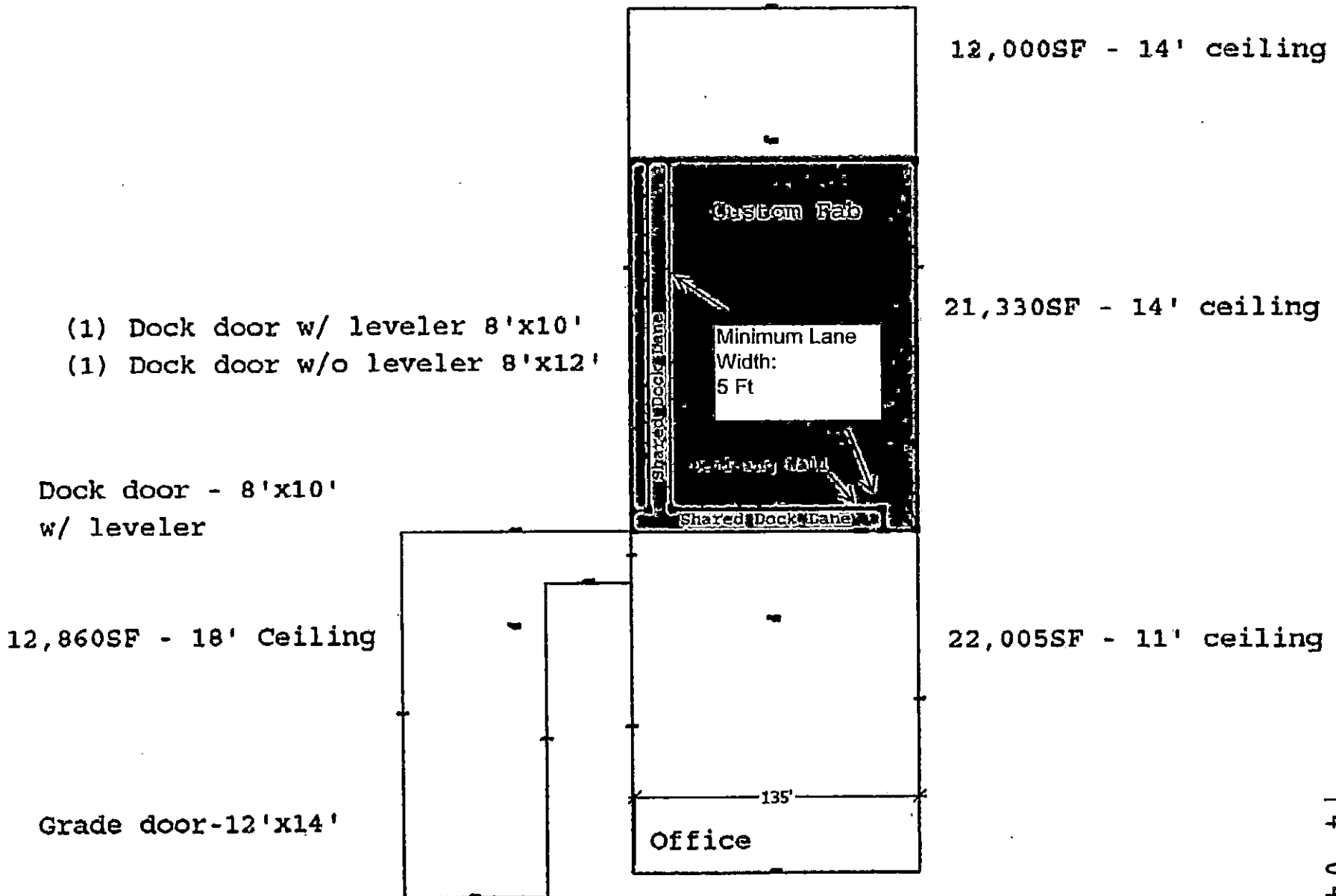
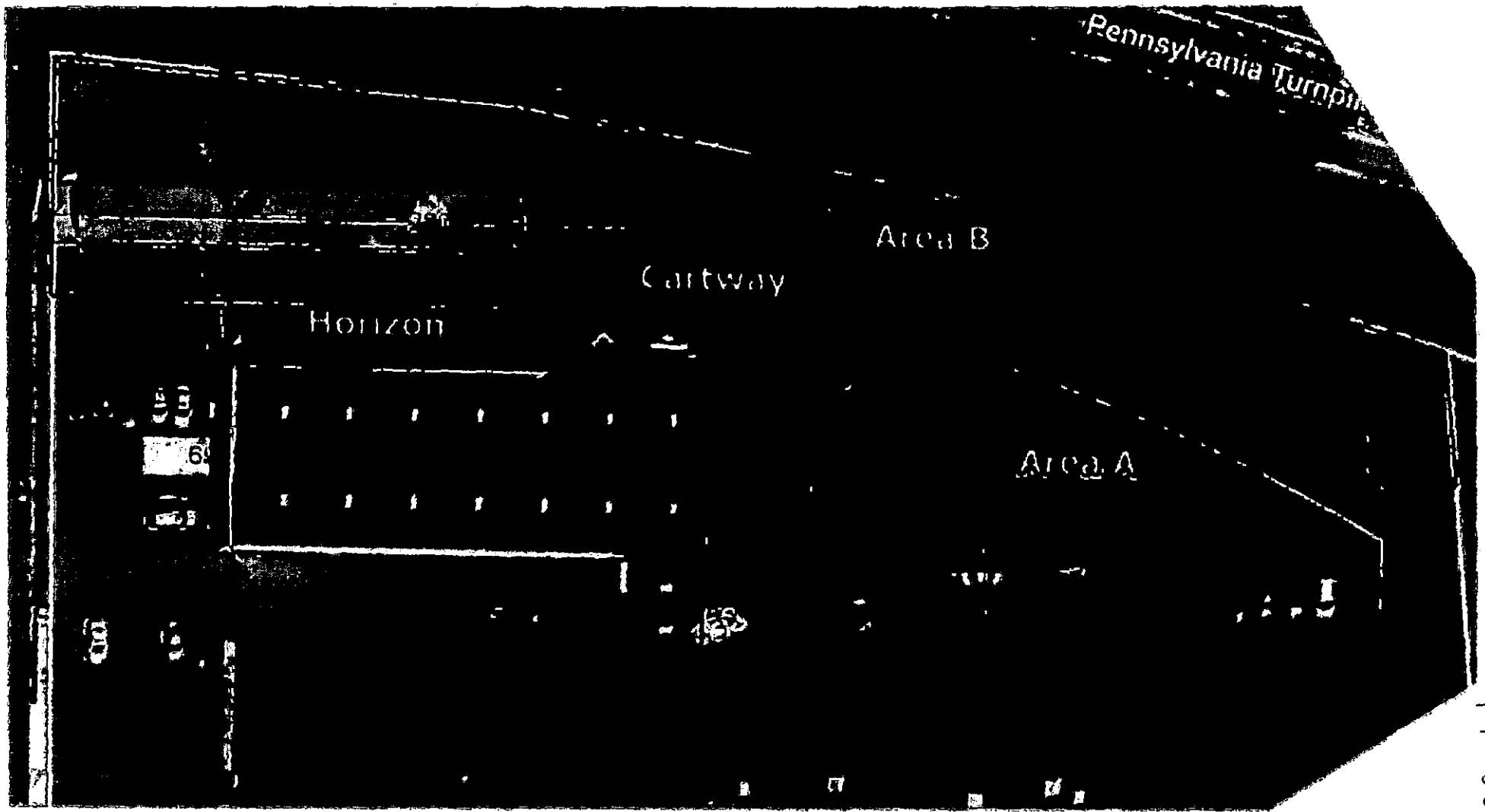


Exhibit A

14-04444
14-09337



14-09337

Exhibit B

EXHIBIT "D"

TENANT SCOPE OF WORK

Tenant may at Tennant's cost:

- 1) Install additional bathroom capacity to suit
- 2) Install office space to suit
- 3) Install two (2) vertical penetrations in roof to support exhaust stacks. Approximately 12' square
- 4) Install crane supports welded to building structure
- 5) Install equipment anchors in concrete floor to suit
- 6) Install demising wall on or about the location and extent indicated on Exhibit A.
- 7) Install exterior fencing to enclose Area B.
- 8) Pave Area B to the maximum allowed by applicable ordinance.
- 9) Build a 40X10X12 Lean To storage facility

Tenant may at Landlord's cost:

- 1) Provide one 25 ft wide dock high door.
- 2) Improve outdoor lighting (add lighting to outdoor storage space.)
- 3) Patch exterior pavement as required to provide a smooth surface in tenant portion of outdoor storage as delineated on Exhibit B.

Landlord shall reimburse Tenant for the cost of items 1-3 above in the form of a Tenant Improvement Credit which shall be equal to the total billed cost of items 1-3. For the first 12 months beginning with the Base Rent Commencement Date, the Tenant shall reduce the monthly Rent paid to Landlord by an amount equal to the Tenant Improvement Credit divided by 12. Estimates of the cost of items 1-3 are attached as Exhibit F.

EXHIBIT "E"
ELECTRIC BASELINE YEAR

Bill Date	Usage Period	Generation & Transmission - KH	Distribution - kW
10/25/2012	Sep 21- Oct 23 2012	21,600 KH	106.0 kW
11/26/2012	Oct 23- Nov 21 2012	24,300 KH	144.0 kW
12/26/2012	Nov 21- Dec 21 2012	35,400 KH	160.0 kW
1/24/2013	Dec 21 2012- Jan 23 2013	47,400 KH	176.0 kW
2/25/2013	Jan 23- Feb 22 2013	61,200 KH	181.0 kW
3/25/2013	Feb 22 - March 22 2013	42,300 KH	168.0 kW
4/24/2013	Mar 22 - April 23 2013	28,500 KH	143.0 kW
5/24/2013	April 23- May 23 2013	15,900 KH	143.0 kW
6/26/2013	May 23- Jun 24 2013	15,600 KH	79.0 kW
7/26/2013	Jun 24- Jul 24 2013	22,200 KH	98.0 kW
8/26/2013	Jul 24-Aug 22 2013	18,900 KH	101.0 kW
9/24/2013	Aug 22 - Sep 23 2013	14,400 KH	93.0 kW

14-0444A

14-09337

First Lease Amendment

To Lease Dated 11/26/2013

Between Custom Fab (Tenant) and Richard A. McGrath (Landlord)

This First Lease Amendment is entered into this 16th day of December, 2013 by and between Richard A. McGrath currently having an address of 531 N Fourth St. P.O. Box 286 Denver, PA 17517 ("Landlord") and Custom Fab, having a place of business at 109 5th Street Orlando, Florida 32824 ("Tenant").

WHEREAS, Landlord and Tenant entered into a Lease Agreement for Premises at 531 N. Fourth St. Denver, PA 17517 dated November 26, 2013 (the "Original Lease");

NOW, THEREFORE, Landlord does hereby lease unto Tenant the "Additional Premises" at the "Additional Premises Rent" for the "Term" upon and under the Terms and Conditions set forth as follows:

Additional Premises

- 1. Warehouse: 12,860 SF +/- as shown on Exhibit A
- 2. Warehouse and office: 7,729 SF +/- as shown on Exhibit A
- 3. Outside storage spaces marked as "Area C" on Exhibit B.

Tenants Proportionate Share - The Tenants Proportionate Share shall be increased by the amount of the Additional Premises Tenant's Proportionate Share which shall be the sum of the i) weighted fraction of the building and the ii) weighted fraction of the exterior. The i) weighted fraction of the building shall be 70% multiplied by a fraction, the numerator of which shall be the 20,589 and the denominator of which shall be 74,000. The ii) weighted fraction of the exterior shall be 30% multiplied by a fraction the numerator of which shall be the 12,000 and the denominator of which shall be 119,308. The Additional Premises Tenant's Proportional Share is therefore determined to be 22.5%. Therefore the adjusted Tenants Proportionate Share is determined to be 52.5%

Additional Premises Rent

BASE TERM

Time Period	Annual Amount	Monthly Amount
Year 1	\$ 78,466.47	\$ 6,538.87

Annual Base Rent increases for the Additional Premises shall be calculated as set forth in Paragraph 3.1 in the Original Lease.

Lease and Rent Commencement Date - The Term Begins date, Base Rent Commencement Date, Utility Commencement Date and Occupancy Date are all March 1, 2014 for the Additional Premises.

14-04444

14-09337


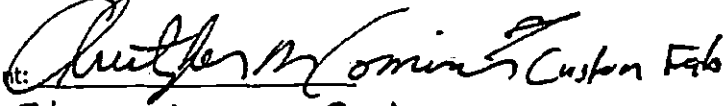
Expiration Date - The Expiration Date of the Additional Premises shall be the same as the Expiration Date for the original Premises.

Security Deposit - The Security Deposit for the Additional Premises shall be \$6,538.87, payable upon lease signing and shall be treated as in the Original Lease.

Water/Sewer - Change the amount specified in Paragraph 5.1.(a) of Part II of the Original Lease from \$159.00 per month to \$276.41 per month.

Full Force and Effect - Except as specifically modified by this First Lease Amendment, the Original Lease (the terms of which are incorporated by reference herein) shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have signed this Lease Extension and Modification Agreement the day and year first about written

Landlord:  Tenant:  Custom Fab
By: Richard A. McGrath By: Christopher M. Comins
Date: 12/16/2013 Date: 12-16-2013

12,000SF - 14-09337 ceiling

21,330SF - 14' ceiling

w/ leveler 8'x10'
w/o leveler 8'x12'

.0'

.ling

.4'

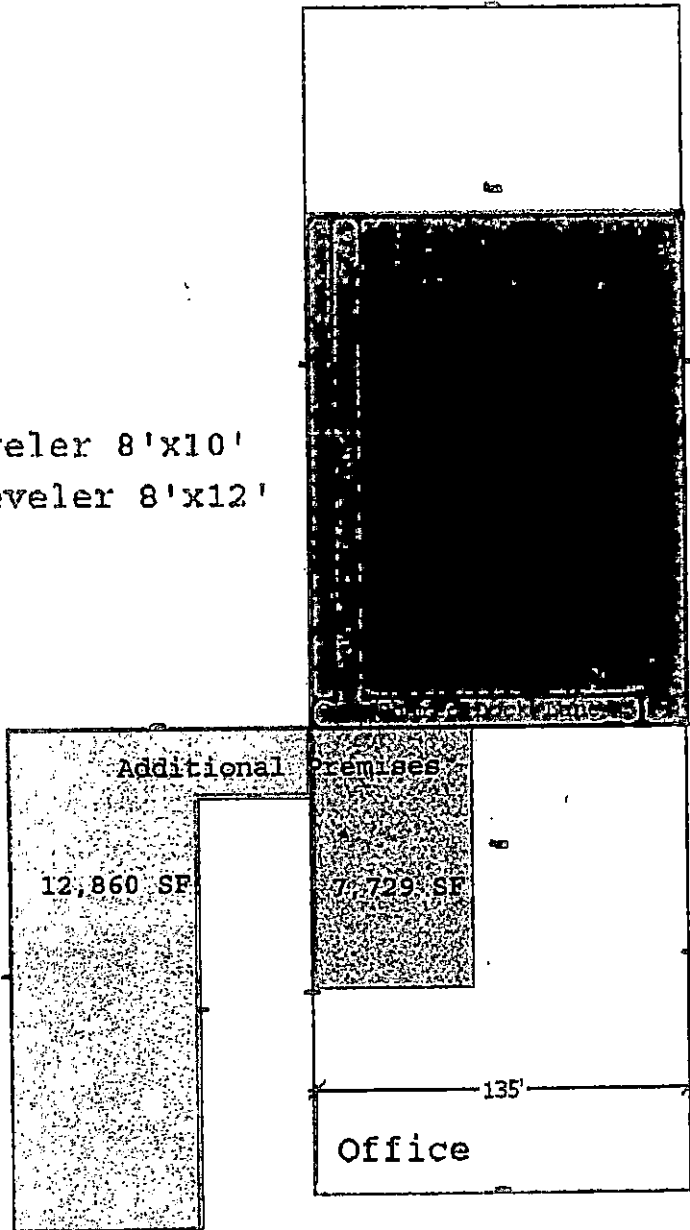
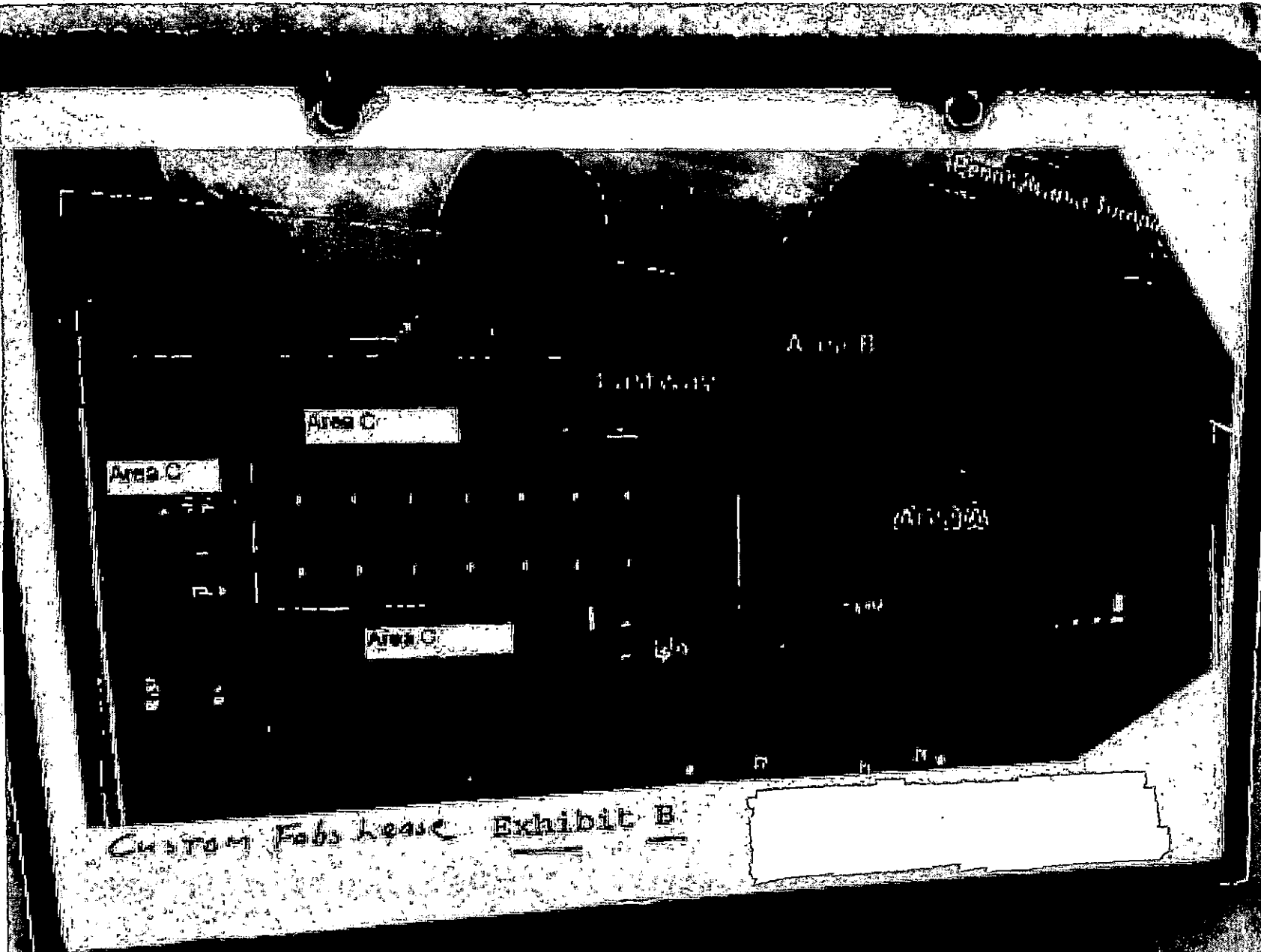


Exhibit A



Area C

Area C

Area C

Custom Fabs Lease Exhibit B

[Redacted]

14-09337

EXHIBIT "C"

LANDLORD SCOPE OF WORK

The following work shall be completed, substantially completed or contracted for completion by Landlord, at Landlord's expense, prior to the Date of Occupancy as provided for herein.

- Premises shall be broom clean and free of debris.
- All mechanical systems including HVAC, electrical and plumbing systems, shall be in good operating condition.

Landlord agrees to the following work:

- 1) Provide one 25 ft wide dock high door.
- 2) Improve outdoor lighting (add lighting to outdoor storage space.)
- 3) Raise interior lights to max height (13.5 ft ceiling height)
- 4) Patch exterior pavement as required to provide a smooth surface in tenant portion of outdoor storage as delineated on Exhibit B.
- 5) Stripe exterior pavement to indicate the tenant portion of outdoor storage as delineated on Exhibit B.
- 6) Remove trash dumpster currently located in area A on Exhibit B.

EXHIBIT "D"

TENANT SCOPE OF WORK

Tenant may at Tennant's cost:

- 1) Install additional bathroom capacity to suit
- 2) Install office space to suit
- 3) Install two (2) vertical penetrations in roof to support exhaust stacks. Approximately 12' square
- 4) Install crane supports welded to building structure
- 5) Install equipment anchors in concrete floor to suit
- 6) Install demising wall on or about the location and extent indicated on Exhibit A.
- 7) Install exterior fencing to enclose Area B.
- 8) Pave Area B to the maximum allowed by applicable ordinance.

EXHIBIT "E"

ELECTRIC BASELINE YEAR

Bill Date	Usage Period	Generation & Transmission - KH	Distribution - kW
10/25/2012	Sep 21- Oct 23 2012	21,600 KH	106.0 kW
11/26/2012	Oct 23- Nov 21 2012	24,300 KH	144.0 kW
12/26/2012	Nov 21- Dec 21 2012	35,400 KH	160.0 kW
1/24/2013	Dec 21 2012- Jan 23 2013	47,400 KH	176.0 kW
2/25/2013	Jan 23- Feb 22 2013	61,200 KH	181.0 kW
3/25/2013	Feb 22 - March 22 2013	42,300 KH	168.0 kW
4/24/2013	Mar 22 - April 23 2013	28,500 KH	143.0 kW
5/24/2013	April 23- May 23 2013	15,900 KH	143.0 kW
6/26/2013	May 23- Jun 24 2013	15,600 KH	79.0 kW
7/26/2013	Jun 24- Jul 24 2013	22,200 KH	98.0 kW
8/26/2013	Jul 24-Aug 22 2013	18,900 KH	101.0 kW
9/24/2013	Aug 22 - Sep 23 2013	14,400 KH	93.0 kW

Exhibit “2”

*** Account Information ***

Account Number: 20970-90001
 Mail To:
 ULTIMATE SPORTS CO
 531 N 4TH ST
 DENVER
 PA 17517

*** Current Account Status ***

Payment Agreement
 Installment: \$0.00 Balance: \$0.00
 Budget Bill Amortization
 Installment: \$0.00 Balance: \$0.00
 Current Rate: GS3

DATE	TRANSACTION TYPE	DUE DATE	TRANSACTION AMOUNT	BALANCE FORWARD	ACTUAL BILLED	DEFERRED BALANCE	DEG DAY H/C	RDG/TYPE	DAYS USED	KWH	BILLED KW
10/10/2013	Payment		\$-1497.47								
10/24/2013	ELECTRIC SERVICE		\$398.89								
10/24/2013	HUDSON ENERGY SERV		\$1015.92								
10/24/2013	Regular Bill	11/12	\$1414.81		0183/0033	04385A			30	14400	73.0000
11/12/2013	Payment		\$-1414.81								
11/22/2013	ELECTRIC SERVICE		\$644.95								
11/22/2013	HUDSON ENERGY SERV		\$2108.24								
11/22/2013	Regular Bill	12/10	\$2753.19		0573/0000	04466A			29	24300	137.0000
12/10/2013	Payment		\$-2753.19								
12/26/2013	ELECTRIC SERVICE		\$758.07								
12/26/2013	HUDSON ENERGY SERV		\$3910.95								
12/26/2013	Regular Bill	01/13	\$4669.02		1008/0000	04632A			32	49800	170.0000
01/13/2014	Payment		\$-4669.02								
01/24/2014	ELECTRIC SERVICE		\$738.23								
01/24/2014	HUDSON ENERGY SERV		\$4169.49								
01/24/2014	Regular Bill	02/11	\$4907.72		1185/0000	04829A			31	59100	165.0000
02/11/2014	Payment		\$-4907.72								
02/25/2014	ELECTRIC SERVICE		\$780.32								
02/25/2014	HUDSON ENERGY SERV		\$5799.19								
02/25/2014	Regular Bill	03/13	\$6579.51		1284/0000	05103A			32	82200	176.0000
03/13/2014	Payment		\$-6579.51								
03/24/2014	ELECTRIC SERVICE		\$834.99								
03/24/2014	Regular Bill	04/09	\$834.99		0907/0000	05333A			28	69000	188.0000
04/09/2014	Payment		\$-834.99								
04/24/2014	ELECTRIC SERVICE		\$689.70								
04/24/2014	Regular Bill	05/12	\$689.70		0530/0005	05496A			31	48900	152.0000
05/12/2014	Payment		\$-689.70								
05/23/2014	ELECTRIC SERVICE		\$567.32								
05/23/2014	Regular Bill	06/11	\$567.32		0184/0024	05609A			29	33900	123.0000
06/11/2014	Payment		\$-567.32								
06/24/2014	ELECTRIC SERVICE		\$543.97								

DATE	TRANSACTION TYPE	DUE DATE	TRANSACTION AMOUNT	BALANCE FORWARD	ACTUAL BILLED	DEFERRED BALANCE	DEG DAY H/C	RDG/TYPE	DAYS USED	KWH	BILLED KW
06/24/2014	Regular Bill	07/10	\$543.97				0011/0185	05716A	32	32100	102.0000
07/10/2014	Payment		\$-543.97								
07/24/2014	ELECTRIC SERVICE		\$652.86								
07/24/2014	Regular Bill	08/11	\$652.86				0000/0363	05841A	30	37500	118.0000
08/11/2014	Payment		\$-652.86								
08/22/2014	ELECTRIC SERVICE		\$656.47								
08/22/2014	Regular Bill	09/09	\$656.47				0000/0209	05964A	29	36900	126.0000
09/09/2014	Payment		\$-656.47								
09/23/2014	ELECTRIC SERVICE		\$618.52								
09/23/2014	Regular Bill	10/09	\$618.52				0038/0182	06082A	32	35400	120.0000
10/09/2014	Payment		\$-618.52								
10/23/2014	ELECTRIC SERVICE		\$548.81								
10/23/2014	Regular Bill	11/10	\$548.81				0178/0012	06193A	30	33300	104.0000
11/10/2014	Payment		\$-548.81								
11/21/2014	ELECTRIC SERVICE		\$840.26								
11/21/2014	Regular Bill	12/09	\$840.26				0586/0000	06347A	29	46200	166.0000
12/09/2014	Payment		\$-840.26								
12/11/2014	Returned Check		\$840.26								
12/11/2014	RETURNED CHECK OTHER CHARGE		\$10.00								
12/23/2014	ELECTRIC SERVICE		\$281.75								
12/23/2014	ELECTRIC SERVICE		\$823.90								
12/23/2014	Regular Bill	01/12	\$1955.91	\$840.26			0909/0000	065620	32	67200	161.0000
01/12/2015	Payment		\$-1955.51								
01/29/2015	ELECTRIC SERVICE		\$732.62								
01/29/2015	ELECTRIC SERVICE		\$1449.75								
01/29/2015	Regular Bill	02/17	\$2182.77	\$0.40			0201/0000	066150	31	75600	178.0000
02/24/2015	Late Payment Charge		\$55.19								
04/20/2015	ELECTRIC SERVICE		\$793.18								
04/20/2015	ELECTRIC SERVICE		\$683.30								
04/20/2015	Regular Bill	05/06	\$3714.44	\$2182.77			0238/0000	069760	31	45900	181.0000
05/01/2015	CANCELED ELECTRIC SERVICE		\$1741.91								
05/01/2015	Canceled Bill	05/19	\$5456.35	\$2182.77			1484/0000	071270	63	83100	172.0000
05/27/2015	Late Payment Charge		\$41.22								
05/28/2015	Late Payment Charge		\$40.48								
06/05/2015	Adjustment		\$-1741.91								
06/05/2015	Credit		\$-40.48								

DATE	TRANSACTION TYPE	DUE DATE	TRANSACTION AMOUNT	BALANCE FORWARD	ACTUAL BILLED	DEFERRED BALANCE	DEG DAY H/C	RDG/TYPE	DAYS USED	KWH	BILLED KW
06/05/2015	Credit		\$-41.22								
06/10/2015	ELECTRIC SERVICE Regular Bill	06/26	\$752.57 \$4467.01	\$3714.44		0985/0000	070730	29	29100	151.0000	
06/11/2015	ELECTRIC SERVICE Regular Bill	06/29	\$737.03 \$5204.04	\$3714.44		0529/0000	071270	34	16200	151.0000	
06/15/2015	ELECTRIC SERVICE Regular Bill	07/01	\$664.70 \$5868.74	\$4467.01		0067/0085	071370	25	3000	170.0000	
06/30/2015	ELECTRIC SERVICE Regular Bill	07/16	\$857.49 \$6726.23	\$5204.04		0021/0300	000990	35	30600	170.0000	
07/22/2015	Late Payment Charge		\$20.89								
07/23/2015	ELECTRIC SERVICE Regular Bill		\$579.51 \$537.04								
07/23/2015	ELECTRIC SERVICE Regular Bill		\$22.97 \$7886.64	\$6726.23		0000/0049	00230A	27	39300	118.0000	
08/18/2015	Late Payment Charge		\$34.10								
08/27/2015	ELECTRIC SERVICE Regular Bill	09/14	\$4870.76 \$12791.50	\$7886.64		0000/0379	00384A	32	46200	120.0000	
09/22/2015	Late Payment Charge		\$102.42								
09/23/2015	ELECTRIC SERVICE Regular Bill	10/09	\$4367.00 \$17260.92	\$12791.50		0008/0229	00519A	30	40500	126.0000	
03/09/2016	Returned Check		\$44104.57								

*** Account Information ***

Account Number: 20970-90001
 Mail To: ULTIMATE SPORTS CO
 531 N 4TH ST
 DENVER
 Requested By: ULTIMATE SPORTS CO
 (717)336-2700 Extension:

*** Current Account Status ***

Payment Agreement
 Installment: \$0.00 Balance: \$0.00
 Budget Bill Amortization
 Installment: \$0.00 Balance: \$0.00
 Current Rate: GS3

DATE	TRANSACTION TYPE	DUE DATE	TRANSACTION AMOUNT	BALANCE FORWARD	ACTUAL BILLED	DEFERRED BALANCE	DEG DAY H/C	RDG/TYPE	DAYS USED	KWH	BILLED KW
10/15/2015	Late Payment Charge		\$92.44								
10/19/2015	Payment		-\$17260.92								
10/22/2015	ELECTRIC SERVICE Regular Bill	11/09	\$4720.23 \$4812.67		0211/0017	00660A	29	42300			167.0000
11/17/2015	Late Payment Charge		\$99.44								
11/23/2015	ELECTRIC SERVICE Regular Bill	12/09	\$6414.13 \$11326.24	\$4812.67	0430/0003	00862A	32	60600			165.0000
12/15/2015	Late Payment Charge		\$132.97								
12/23/2015	ELECTRIC SERVICE DEPOSIT Regular Bill	01/12	\$7604.43 \$9009.00 \$28072.64	\$11326.24	0675/0000	01131A	30	80700			188.0000
01/19/2016	Late Payment Charge		\$156.53								
01/25/2016	ELECTRIC SERVICE Regular Bill	02/10	\$7951.00 \$36180.17	\$28072.64	1022/0000	01428A	33	89100			186.0000
02/17/2016	Late Payment Charge		\$163.39								
02/24/2016	ELECTRIC SERVICE Regular Bill	03/11	\$7761.01 \$44104.57	\$36180.17	1038/0000	01718A	30	87000			183.0000
03/04/2016	Payment		-\$44104.57								
03/09/2016	Returned Check		\$44104.57								
03/11/2016	COMP FEE ELEC		\$30.00								
03/16/2016	Payment		-\$44134.57								
04/04/2016	ELECTRIC SERVICE Regular Bill	04/20	\$370.16 \$527.33 \$1946.63 \$2887.85 \$5731.97		0253/0000	01944A	29	67800			177.0000
04/26/2016	Late Payment Charge		\$108.68								
04/26/2016	Late Payment Charge		\$29.75								
04/28/2016	ELECTRIC SERVICE Regular Bill	05/16	\$457.08 \$1433.23 \$7760.71	\$5731.97	0429/0004	02011A	32				

DATE	TRANSACTION TYPE	DUE DATE	TRANSACTION AMOUNT	BALANCE FORWARD	ACTUAL BILLED	DEFERRED BALANCE	DEG DAY H/C	RDG/TYPE	DAYS USED	KWH	BILLED KW
05/27/2016	ELECTRIC SERVICE		\$240.92								
05/27/2016	ENGIE Resources, LLC		\$556.18								
05/27/2016	Regular Bill	06/15	\$8557.81	\$7760.71		0245/0008	02037A	29	7800		41.0000
06/21/2016	Late Payment Charge		\$17.12								
06/21/2016	Late Payment Charge		\$10.76								
06/28/2016	ELECTRIC SERVICE		\$214.21								
06/28/2016	ENGIE Resources, LLC		\$492.01								
06/28/2016	Regular Bill	07/14	\$9291.91	\$8557.81		0003/0272	02060A	30	6900		35.0000
07/29/2016	ELECTRIC SERVICE		\$279.91								
07/29/2016	ENGIE Resources, LLC		\$577.57								
07/29/2016	Regular Bill	08/16	\$10149.39	\$9291.91		0000/0428	02087A	32	8100		51.0000
08/26/2016	ELECTRIC SERVICE		\$336.23								
08/26/2016	ENGIE Resources, LLC		\$748.70								
08/26/2016	Regular Bill	09/13	\$11234.32	\$10149.39		0000/0412	02122A	29	10500		64.0000
09/20/2016	Late Payment Charge		\$20.97								
09/20/2016	Late Payment Charge		\$12.65								
09/27/2016	ELECTRIC SERVICE		\$234.61								
09/27/2016	ENGIE Resources, LLC		\$534.79								
09/27/2016	Regular Bill	10/13	\$12037.34	\$11234.32		0000/0313	02147A	30	7500		40.0000
10/19/2016	Late Payment Charge		\$16.69								
10/19/2016	Late Payment Charge		\$10.64								
10/26/2016	ELECTRIC SERVICE		\$228.92								
10/26/2016	ENGIE Resources, LLC		\$449.22								
10/26/2016	Regular Bill	11/14	\$12742.81	\$12037.34		0133/0038	02168A	29	6300		39.0000
11/29/2016	ELECTRIC SERVICE		\$464.50								
11/29/2016	ENGIE Resources, LLC		\$705.92								
11/29/2016	Regular Bill	12/15	\$13913.23	\$12742.81		0519/0001	02201A	32	9900		96.0000
12/29/2016	ELECTRIC SERVICE		\$465.30								
12/29/2016	ENGIE Resources, LLC		\$2250.94								
12/29/2016	Regular Bill	01/16	\$16629.47	\$13913.23		0864/0000	02300A	30	29700		88.0000
01/27/2017	ELECTRIC SERVICE		\$499.71								
01/27/2017	ENGIE Resources, LLC		\$2734.86								
01/27/2017	Regular Bill	02/14	\$19864.04	\$16629.47		0972/0000	02421A	33	36300		93.0000
02/27/2017	ELECTRIC SERVICE		\$504.05								
02/27/2017	ENGIE Resources, LLC		\$2224.72								
02/27/2017	Regular Bill	03/15	\$22592.81	\$19864.04		0790/0000	02525A	29	31200		96.0000
03/28/2017	ELECTRIC SERVICE		\$520.96								
03/28/2017	ENGIE Resources, LLC		\$1604.36								
03/28/2017	Regular Bill	04/13	\$24718.13	\$22592.81		0743/0000	02600A	29	22500		104.0000
04/27/2017	ELECTRIC SERVICE		\$327.90								
04/27/2017	ENGIE Resources, LLC		\$1155.15								
04/27/2017	Regular Bill	05/15	\$26201.18	\$24718.13		0366/0006	02654A	32	16200		59.0000

Bill Account: 20970-90001

Account Activity Statement

Date: 10/06/17

Page: 3

DATE	TRANSACTION TYPE	DUE DATE	TRANSACTION AMOUNT	BALANCE FORWARD	ACTUAL BILLED	DEFERRED BALANCE	DEG DAY H/C	RDG/TYPE	DAYS USED	KWH	BILLED KW
05/26/2017	ELECTRIC SERVICE		\$238.70								
05/26/2017	ENGIE Resources, LLC		\$169.55								
05/26/2017	Regular Bill	06/14	\$26609.43	\$26201.18			0171/0057	02675A	29	6300	41.0000
06/28/2017	ELECTRIC SERVICE		\$249.93								
06/28/2017	ENGIE Resources, LLC		\$728.51								
06/28/2017	Regular Bill	07/14	\$27587.87	\$26609.43			0026/0188	02706A	30	9300	44.0000
07/20/2017	Late Payment Charge		\$10.94								
07/20/2017	Late Payment Charge		\$20.57								
07/27/2017	ELECTRIC SERVICE		\$182.14								
07/27/2017	ENGIE Resources, LLC		\$484.66								
07/27/2017	Regular Bill	08/14	\$28286.18	\$27587.87			0000/0402	02724A	32	5400	28.0000
08/22/2017	Late Payment Charge		\$9.01								
08/22/2017	Late Payment Charge		\$15.69								
08/28/2017	ELECTRIC SERVICE		\$182.10								
08/28/2017	ENGIE Resources, LLC		\$453.93								
08/28/2017	Regular Bill	09/13	\$28946.91	\$28286.18			0000/0263	02741A	29	5100	28.0000
09/27/2017	ELECTRIC SERVICE		\$207.43								
09/27/2017	ENGIE Resources, LLC		\$588.51								
09/27/2017	Regular Bill	10/13	\$29742.85	\$28946.91			0039/0126	02764A	31	6900	34.0000

Exhibit “3”

Account Contact History
Account: 2097090001 Customer Name: ULTIMATE SPORTS CO
From 11/30/2013 to 2/28/2018

Contact Date	Contact Type	Remarks	User
2018-02-13	Credit	Caller Richard McGrath Owner User Comments Per call trf d from Havi in Business Accts - took payment for 2764.52 via ck by phone from Richard McGrath owner.	MARY LOU COLLUM
2018-02-13	WUR Assessment	Richard McGrath Owner. Caller's Concern Payment Assistance. Position Stated Yes. Sat Yes. WUR Required No. Provided PUC No.	MARY LOU COLLUM
2018-02-13	Billing - ICS	Reviewed Billing History VS Payment History. 880.32 DD 12 14 1346.16 DD 01 15 2 798.52 DD 02 23 18 5 025 - 260.48 Payment 2 764.52. Explained that we billed him three times and he only made one payment. Customer wants to make a payment of 2 764.52. Called 90021 spoke with Mary Lou. conferenced caller. Page 2-2	DAVID YUNEZ
2018-02-13	Billing - ICS	Spoke with Richard McGrath. Owner calling because services were shut off. Per Contact 11 14 17 SC - PUC Formal Complaint. 880.32 DD 12 14 and 1 346.16 DD 01 15 18 Total 2 228.48. Per Contact 01 18 18 Non-Residential Collection !!! CUT DATE 2018-01-29 AMOUNT 2 228.48 Page 1-2	DAVID YUNEZ
2018-02-13	CSS WEB Interface Payment	Caller Richard McGrath Owner. Comments Made Payment in the amount of 2764.52. Confirmation number was has been emailed to ramcgrath@msn.com... Confirmation Number. 18021352	MARY LOU COLLUM
2018-02-08	Data Repair	DUPLICATE BILL Update dt. due dt. extr. to on bill. info. hdr	CSSDR044
2018-02-07	Issued Duplicate Bill With New Date	issued dupl bill to corrected mailing address... extended due date	SHERRY A SHAFFER
2018-02-07	Credit	Caller Richard McGrath Owner, continued.... I exp I could not do that at this time while PUC complaint pending. he said h only wants a bill showing monthly charges because that is all he will be paying. I told him I would need to follow up further in regards to that. sent email to DRW_KK	SHERRY A SHAFFER
2018-02-07	Credit	Caller Richard McGrath Owner, cust serv to be reconnected today...has security at the property waiting....order showing Dispatched. issued from call...also requested an email confirming email address on record and payment confirm which was sent to different email than he provided...asked for acct name chg going forward to his personal name.	SHERRY A SHAFFER
2018-02-07	Maintain Bill Account	updated ph per Mr. McGrath...chgd primary to 215-327-5765	SHERRY A SHAFFER
2018-02-07	Electric Outage - Issuance	Cond 1 Cond 2 Cond 3 Cond 4 Note e03880 Call Type 88 Unblock Off Hours Comments PLS RECONNECT...2 7 18...LINE CREW REQUIRED ...SECURITY FOR PROPERTY WAITING ALL DAY FOR RECONNECT...THIS IS PU	WCT
2018-02-07	Call Transfer	Caller ULTIMATE SPORTS CO Ratepayer. tskrd richard mcgrath 215 327 5785 to sherry shaffer per her request she heard that I had him. she had lost the call.	ANNETTE M FLYNN
2018-02-06	Credit - Outbound Call	OUTBOUND s w Richard McGrath...I explained to him error in processing payment...exp amount was processed for 2260.48 and should have been 2226.48..I apologized for error and told him I could not cancel the payment but wanted to make him aware of it and I would process a credit for .34 to his acct..he was satis with that	SHERRY A SHAFFER
2018-02-06	Request Credit	CREDITED ACCT 34.00...PAYMENT WAS PROCESS FOR 2260.48...AMOUNT CUST WAS PAYING WAS 2226.48	SHERRY A SHAFFER
2018-02-06	Maintain Bill Account	CORRECTED FORMAT OF MAILING ADDRESS C O RICHARD MCGRATH 2245 COUNTRY CLUB DR HUNTINGTON VALLEY PA 19006	SHERRY A SHAFFER
2018-02-06	Cut In Issued	PLS UNBLOCK...WILL REQUIRE A LINE CREW TO RESTORE SERVICE	SHERRY A SHAFFER
2018-02-06	Special Situation	CUT FOR NON PAY 2 5 18...LINE CUT. CUSTOMER HAS OPEN PUC FORMAL COMPLAINT AND WAS CUT FOR UNDISPUTED AMOUNT 2 228.48 SEE TERM NOTICE 1 18 18 ...SERVICE TO BE RECONNECTED NBD 2 7 18...REQUIRES LINE CREW TO RESTORE SERVICE	SHERRY A SHAFFER
2018-02-06	Cut Out for Non-Pay Maintained	chnp 2 5 18	SHERRY A SHAFFER
2018-02-06	Cut Out for Non-Pay Issued	will re-issue...chnp 2 5 18	SHERRY A SHAFFER
2018-02-06	Cut Out for Non-Pay Voided	ULTIMATE SPORTS CO Ratepayer. Caller's Concern Other - Miscellaneous. Position Stated Yes. Sat Yes. WUR Required No. Provided PUC No.	ARIANNY LOPEZ
2018-02-06	WUR Assessment	Caller ULTIMATE SPORTS CO Ratepayer updated other phone from 717-783-2525 to other phone 717-783-2525.	ARIANNY LOPEZ
2018-02-06	Maintain Bill Account	Caller ULTIMATE SPORTS CO Ratepayer added 215-327-5785 as alternate phone Consent Attained	ARIANNY LOPEZ
2018-02-06	Issued Duplicate Bill	Caller ULTIMATE SPORTS CO Ratepayer. issued Duplicate Bill.	ARIANNY LOPEZ
2018-02-06	Maintain Bill Account	Caller ULTIMATE SPORTS CO Ratepayer updated mailing address from 2245 COUNTRY CLUB DR RICHARD A MCGRATH HUNTINGTON VALLEY PA 19006 to 2245 COUNTRY CLUB DR RICHARD A MCGRATH HUNTINGTON VALLEY PA 19006. Reason. Forwarding Address	ARIANNY LOPEZ

2018-02-06	Maintain Bill Account	Caller ULTIMATE SPORTS CO Ratepayer updated mailing address from 531 N 4TH ST DENVER PA 17517 to 2245 Country Club Dr Richard A McGrath Huntingdon Valley PA 19006. Reason Forwarding Address	ARIANNY LOPEZ
2018-02-06	WUR Assessment	ULTIMATE SPORTS CO Ratepayer. Caller s Concern Payment Assistance. Position Stated Yes. Sat Yes. WUR Required. No. Provided PUC No.	KNIGHTON,ASHLEY
2018-02-06	CSS WEB Interface Payment	Caller ULTIMATE SPORTS CO Ratepayer. Comments Made Payment in the amount of 2260.48. Confirmation number was has been emailed to info.ultimateports@gmail.com.. Confirmation Number 18020601	KNIGHTON,ASHLEY
2018-02-06	Credit	Caller ULTIMATE SPORTS CO Ratepayer. S W Richard McGraff. Owner President. cust called to make a payment for 2 226.48 and was reviewing the account with cust and cust disconnected the line while in the process of taking the payment	SIMONE DAWSON
2018-02-06	Credit	Caller RICHARD MCGRAFF. Owner. CUSTOMER HUNG UP WHILE RESEARCHING THE ACCT.	SHANTELL CUMMINGS
2018-02-05	Meter	per note jobber: from AES... service was line cut today... update meter status to show line cut.	HOLLY L HANKERSON
2018-02-05	Special Situation	This service has been line today 2 5 18.	ANITA E SCOTT
2018-02-05	Electric Outage - Issuance	Cond 1 Cond 2 Cond 3 Cond 4 Note dated Call Type 86 Other	WCT
2018-01-25	Cut Out for Non-Pay Issued	Comments Per Anita please line cut ASAP. Overdue balance of over 32k. OK per PUC. Thank you	CUMCL024
2018-01-18	Non-Residential Collection II	CUT DATE_2018-01-29 AMOUNT 2,226.48	
2017-11-14	Cut Out for Non-Pay Voided	See MLS with questions.	MICHELLE LAWALL-
2017-11-14	Miscellaneous	WATT FieldFormalComplaint - Other Field Formal Work Item 1931843 Created	SCHMIDT
2017-11-14	SC - PUC Formal Complaint	Received notice from the PUC that this customer filed Formal Complaint Docket No. C-2017-2633651.	CHERYL HUSACK
2017-11-14	Cut Out for Non-Pay Issued	cut for non pay per Michelle Lawall-Schmidt for 24,000.00	ED2623
2017-11-10	SC-MANUAL COLLECTIONS	MANUALLY ISSUING CUT NON PAY ON 11 14 17	MARILYN E YODER
2017-11-09	Credit - Outbound Call	MADE O B CALL TO 215-784-9030 S W JANE. SHE IS NOT ASSOCIATED W THE BUSINESS. I ASKED TO SPK W MGR-OWNER SHE TALKED TO SOMEONE IN THE BACKGROUND TOLD ME HE WASN T AVLBLE TO C B	e162208
2017-11-09	Credit - Outbound Call	TOMORROW,ADVSD IT WAS IMPORTANT RGRDGD BAL	MARILYN E YODER
2017-11-09	Credit	Caller Back Office Ratepayer. Rg OB Said lawyers are talking already dont have the ph to contact will try to give message to call back ppl	BHUPINDER SAPPAL
2017-11-08	SC - OTHER	CUT NON PAY VOIDED BCS OF SUSPEND CHRG.RVWD W LORI N SRCRSR JAN B TO CANCEL SUSP CHRG THEN REISSUE CUT NON PAY FOR 11 14 17.	BHUPINDER SAPPAL
2017-11-07	Cut Out for Non-Pay Maintained	issuing term for 11 14 for past due bal of 29742.85	e162208
2017-11-07	Cut Out for Non-Pay Issued	moved primarily to alt phone disconnected added primary from case 3559455 date 09 05 2017	LORI A KOSTRO
2017-11-07	Maintain Bill Account	attempted 3 day call - left message under phone 215-784-9030 found phone under puc case 3559455	LORI A KOSTRO
2017-11-07	Credit - Outbound Call	working manual collections SNT TERM LETTER CUT NON PAY FOR 11 14 2017 FOR PAST DUE AMT 29 742.85	LORI A KOSTRO
2017-11-07	SC - OTHER	FOR 11 14 17 OK D BY OGC CU DECLINED NEGOTIATED SETTLEMENT	e163943
2017-11-07	SC - PUC Mediation	BCS 3559455. CLOSE DATE 09 12 17. noone closed suspend chg case dismissed	e163943
2017-11-07	Credit - Outbound Call	tried to make 3 day call phone number no longer valid	LORI A KOSTRO
2017-11-06	Credit	SNT TERM LETTER CUT NON PAY FOR 11 14 2017 FOR PAST DUE AMT 29 742.85 FOR 11 14 17 OK D BY OGC	LORI A KOSTRO
2017-11-06	Correspondence - Collections	CU DECLINED NEGOTIATED SETTLEMENT	LORI A KOSTRO
2017-11-06	Correspondence - General	ISSUED TERM LETTER NON RESIDENTIAL FOR PAST DUE AMT 29 742.85 FOR 11 14 17	LORI A KOSTRO
2017-10-27	Miscellaneous	Template Name Non-Residential Termination Created By Naidinger Lori A Letter Edited No CS Letters ID 2347570	CSLET
2017-10-13	Meter	WATT No Bill - No Bill Commercial Work Item 1809229 Created	CSS
2017-10-13	Charge Meter Only Issued	Pre-sweep MEX TranGrid 45152533364 BF-LAT 40.238075333 AF-LAT 40.2386633 BF-LONG -76.13215083 AF-LONG -76.134475 BMant Other MfRepair N Remed None Required Hrc2Access No Bf-SrvSz 200 Af-SrvSz 0 0 0 0 0 0 0 0	CS5DR044
2017-10-13	RF Meter Replacement	This order was issued for Meter Vision OLD METER 125066382 OUT KWH 02782 OUT KW 0.090 DATE 2017-10-13 NEW METER 300265949 IN KWH 00000 IN KW 0.000 There is a pending disconnect at this account with a date in the past. Complete the disconnect and then complete the CMO.	PAM0001
2017-09-12	SC - GRACE EXTENSION	RF Meter installed at premise - 2017-10-13 - 125066382 Installed	CS5DR044
		BCS 3559455. CLOSE DATE 09 12 17. PUC DECISION CUST STATED HAD TENANT WHO REFUSED TO PAY. CO HAD ACCT IN TERM PROCESS CUST WANTED PPL TO TERM SVC TO EVICT. CO CHANGED POSITION AS UNABLE TO DO THAT. CUST STATES AS NO TERM TENANT STAYED CAUSED DAMAGE NOW PPL IS RESP FOR DAMAGE. PRIOR CASE 3455204 MEDIATION ISSUE ESCALATED. THIS CASE DISMISSED.	e161424

2017-09-12	SC - GRACE EXTENSION	BCS 3659465. CLOSE DATE 09 12 17. PUC DECISION CUST STATED HAD TENANT WHO REFUSED TO PAY. CO HAD ACCT IN TERM PROCESS CUST WANTED PPL TO TERM SVC TO EVICT. CO CHANGED POSITION AS UNABLE TO DO THAT. CUST STATES AS NO TERM TENANT STAYED CAUSED DAMAGE NOW PPL IS RESP FOR DAMAGE. PRIOR CASE 3455204 MEDIATION. ISSUE ESCALATED. THIS CASE DISMISSED.	ASHLYNDE FUREDI
2017-09-08	Electric Outage - Issuance	Cond 1 Cond 2 Cond 3 Cond 4 Note e03646 Call Type 89 Credit Line Cut Reconnect Comments Please unblock today - 9 8 19 per MLS.	WCT
2017-09-08	Maintain Bill Account	s w Mr. McGrath on 9 7 - states PO box for mailing was closed in Nov of 2016. all mail to go to premise address.	LAURA A FITZGERALD
2017-09-08	Correspondence - General	Template Name Generic Issue Progress Report - Customer Billed - UR Created By Grier Charmeeeka Letter Edited No CS Letters ID 2221137	CSLET
2017-09-08	SC - GRACE EXTENSION	Suspend Charge automatically added by CSLET	CSLET
2017-09-08	Credit	Caller RICHARD MCGRAFF President. CONTD... CUST UPSET STATED HE WAS TOLD SRVC WILL B ON BY 12AM BUT NO SRVC RECO APOLOGIZED FOR INCONVENIENCE ADV WILL HAVE SRVC REVIEW ACCT CONTACT W FURTHER INFO PER SUP VERIFIED PH TO CONTACT CUST VERY UPSET UNSAT	CHARMEEKA GRIER
2017-09-08	Credit	09_08_2017_08_29_SENT UR	CHARMEEKA GRIER
2017-09-07	Miscellaneous	Caller RICHARD MCGRAFF President. RICHARD MCGRAFF PRESIDENT CALLED TO SEE Y SRVC HAS NOT BEEN TURNED BACK ON SINCE WAS DISC IN ERROR PER REP LAURA STATED WANTS EXECUTIVE FROM PPL TO CONTACT HIM BUT ONLY REC CALLS FROM CSR CUST UPSET ADV PER NOTES ORDER TO RECO WAS ISSUED YESTERDAY BUT FURTHER NOTES ADDED TO ACCT PLACED ON HOLD FOR SUP TO REVIEW ACCT	CHARMEEKA GRIER
2017-09-07	Electric Outage - Issuance	Spoke to Dispatch supervisor S. Kress and he is voiding the order to restore the electric service to this address. Per Amy Hlatka we do not want to restore this power.	MICHELE K SPOTTS
2017-09-07	Electric Outage - Issuance	Cond 1 Cond 2 Cond 3 Cond 4 Note e03646 Call Type 89 Credit Line Cut Reconnect. Comments cust filed a PUC complaint prior to service shut off today.	WCT
2017-09-07	Service	per local foreman this account was on a list for line cut on Wednesday 9 6 17 after the cut should have been voided. waiting on a answer from the OGC to see if this service should be reconnected. reviewed with JZ. called cust to advised service should be restored this evening.	LAURA A FITZGERALD
2017-09-07	Other Meter Investigation Completed	blank display no reading large power. Action Taken Field Work Completed	MDT
2017-09-07	SC - PUC Mediation	PUC MEDIA BCS 3659465	CUCL143
2017-09-07	Other Meter Investigation, issued	Please investigate - customer says two guys from PPL came and cut his power this morning.	DALE W DREIBELBIS
2017-09-07	Service	s w richard McGrath - owner. states PPL was out this morning and turned the power off. The CNP was voided on 9 5 17 asking with metering -- this was either manually booted or line cut. advised cust i will call back. working on a complaint from his lawyer.	LAURA A FITZGERALD
2017-09-07	Password Required	Password Verification for Other Failed	LAURA A FITZGERALD
2017-09-05	SC - PUC Informal Complaint	PUC MEDIA BCS 3659495	CUCL143
2017-08-29	RF Meter Replacement	3 week Letter Sent - 2017-08-29 - 3 Week Letter Sent. Mailed to PO BOX 286 PO BOX 286	CSSDR044
2017-08-26	Miscellaneous	WATT No Bill - No Bill Commercial Work Item 1822808 Created	CSS
2017-08-24	Cut Out for Non-Pay Issued	DELIVER 3 DAY NOTICE	CUMCL024
2017-08-18	Leave Door Hanger Issued	CUT DATE 2017-08-28 AMOUNT 28 286.18	CUMCL024
2017-08-17	Non-Residential Collection II	Caller Back Office Ratepayer. ob changed primary because it no longer reached rp	SARA ROBINSON
2017-08-15	Credit	Caller Back Office Ratepayer updated other phone from 717-787-3138 to other phone 717-787-3138.	SARA ROBINSON
2017-08-15	Maintain Bill Account	Caller Back Office Ratepayer updated other phone from 717-336-2700 to primary phone 717-336-2700.	SARA ROBINSON
2017-08-15	Maintain Bill Account	Caller Back Office Ratepayer updated primary phone from 717-787-3138 to other phone 717-787-3138.	SARA ROBINSON
2017-08-15	Maintain Bill Account	Caller Back Office Ratepayer updated primary phone from 717-336-2700 to alternate phone 215-327-5785.	YVETTE BRINKER
2017-08-15	Credit - Outbound Call	Outbound Dialer. A call attempt was made and received no answer	IVR
2017-08-15	Credit - Outbound Call	Caller Back Office Ratepayer added 717-785-2525 as other phone	NATASHA SANTOS
2017-08-11	Maintain Bill Account	Caller Back Office Ratepayer updated primary phone from 215-327-5785 to primary phone 717-787-3138.	NATASHA SANTOS
2017-08-11	Maintain Bill Account	Caller Back Office Ratepayer updated alternate phone from 717-336-2700 to alternate phone 215-327-5785.	NATASHA SANTOS
2017-08-11	Maintain Bill Account	Caller Back Office Ratepayer. could not verify cust name or position said we have to call STEVEN GREY said many people have called him and he is tired of being harassed cust hung up before providing any additional info	NATASHA SANTOS
2017-08-11	Credit - Outbound Call	Outbound Dialer. A call attempt was made and received no answer	NATASHA SANTOS
2017-08-11	Credit - Outbound Call	ob call coil coram hung up.	IVR
2017-08-09	Credit - Outbound Call	Per Edward Steven Gray is handling this account 717-783-2525 Cell. 717- 787-3138	MIA DEARMIN
2017-08-01	Credit - Outbound Call	Outbound Dialer. A call attempt was made and received no answer	AIDA CRUZ
2017-07-28	Credit - Outbound Call	not able to talk	IVR
2017-07-26	Credit - Outbound Call		NATASHA SANTOS

2017-07-20	Credit - Outbound Call	Caller Back Office Ratepayer. ob sw rp refused to be verified stated acct is in litigation. stated he spoken to PPL many times that we need to contact his attorney STEVE GREY of SMALL BUS ADVOCATE OFFC declined transfer to COMMERCIAL for further assist rp hung up before call could be finalized did not provide phone for attorney who represents him.	NAJET HADEED
2017-07-20	Credit - Outbound Call		NAJET HADEED
2017-07-18	Credit - Outbound Call	Caller Back Office Ratepayer. cont d ob sw rp caller advised call kept breaking up. did not want to continue call.	NAJET HADEED
2017-07-18	Credit - Outbound Call	Caller Back Office Ratepayer. ob caller state kept breaking up preferred we call him back. actv him that he will have to callback PPL caller stated we need to speak w STEVE GREY lawyer @ Small Business Advocate Office before verification including PW or acct review could be initiated caller hung up.	NAJET HADEED
2017-07-17	Correspondence - General	Template Name Contact PPL. Created By Neidlinger Lori A. Letter Edited No. CS Letters ID 2154975	CSLET
2017-07-17	SC - GRACE EXTENSION	closed per dennis worthington	e163943
2017-07-17	Credit	left message on 215-327-5785 actv to contact ppl asap. also sent another contact ltr. removed grace per dennis worthington	LORI A KOSTRO
2017-05-17	Correspondence - General	Template Name Contact PPL. Created By Neidlinger Lori A. Letter Edited No. CS Letters ID 2082277	CSLET
2017-05-17	Credit - Outbound Call	Caller Back Office Ratepayer. called unable to leave message. cu has acct. in past due status sent contact ltr 5.17	LORI A KOSTRO
2017-03-17	Credit - Outbound Call	working top 100 collections attempted to contact cust re past due balance gentlemen who answered my call refused to give me his name b c we monitor phone calls. i placed him on hold to s w supv. he hung up.	DANA M TOMCICS
2017-02-25	Meter	Pre-sweep MEX. TranGrid 45152833364 LAT 40.238075333 LONG -76.13215083 BManf Other MfRRepair No Remed	CSSDR044
2016-12-06	Credit - Outbound Call	None Required HrdAccess No BK-SrvSz 200 Af-SrvSz 0_0_0_0_0_0_0	VALERIE LEGATH
2016-12-06	Credit	Caller BUSINESS ACCOUNTS Ratepayer. CSR Comments OBCOLL. Sw Mr. McGrath. This company is in litigation with the PUC. Waiting to have a hearing. I was about to transfer the call when he hung up. He said he has tried to explain this to others who have called.	VALERIE LEGATH
2016-12-06	Password Required	Password Verification for Other Failed	VALERIE LEGATH
2016-11-30	Credit - Outbound Call		SHARLENE
2016-11-23	Credit - Outbound Call	Outbound Dialer. A call attempt was made and received no answer	ESTREMERA
2016-11-17	Credit - Outbound Call		IVR
2016-11-15	Credit - Outbound Call	Outbound Dialer. A call attempt was made and received no answer	CANDY AYALA
2016-11-09	Credit - Outbound Call		IVR
2016-11-09	Credit	Caller ULTIMATE SPORTS CO Ratepayer. CSR Comments Sw unidentified male. Unable to review acct. He was angry i called without looking over acct. He stated he did not have to talk to me because he was disputing with PUC and hung up.	CORYN HODGE
2016-11-03	Credit - Outbound Call		SHARLENE
2016-11-03	Credit	Caller Richard McGrath. President. CSR Comments SW Richard McGrath -President. Stated RP not available at this time and this acct is an open case with the PUC.	SHARLENE
2016-11-03	Password Required	Password Verification for Other Failed	ESTREMERA
2016-11-03	Password Required	Password Verification for Other Failed	ESTREMERA
2016-10-26	Credit - Outbound Call		SHARLENE
2016-10-26	Credit	Caller ULTIMATE SPORTS CO Ratepayer. CSR Comments OBCOLL. sw owner Richard McGrath of Ultimate Sports Co. He said Mr. Grey Esquire is handling the case.	VALERIE LEGATH
2016-10-26	Password Required	Password Verification for Other Failed	VALERIE LEGATH
2016-10-21	SC - GRACE EXTENSION	entered grace until 11 05 2017	e146498
2016-10-21	SC - GRACE EXTENSION	Per DW enter grace extension while the OGBC is representing this customer to the PUC. Called owner Richard McGrath and adv the hold is placed back on the acct. He asked to speak to someone higher up. states has been asking for this since May 2014. Emailed spvr DW to call him.	e146498
2016-10-20	3-day call - Ratepayer	CUBCL024	CUBCL024
2016-10-20	Credit	owner Richard McGrath. owner pres wants to know why we are calling. states has mediation on the acct and should not be revving call until decision is made. PUC grace exten placed on 6 28 16 per Dennis Worthington. hold removed 8 25 16. Richard asked that i investigate this and call him back with the status. could not hold while at work.	MARILYN DELEON
2016-10-19	Non-Residential Collection II	CUT DATE 2016-10-27 AMOUNT 12 037.34	
2016-10-17	Credit - Outbound Call	hang up	ROSEMARY VEGA

2016-10-03	Credit - Outbound Call				SHARLENE ESTREMEIRA
2016-10-03	Credit	Caller ULTIMATE SPORTS CO Ratepayer CSR Comments No answer. Dead air. Disconnected.			SHARLENE ESTREMEIRA
2016-10-03	Password Required	Caller ULTIMATE SPORTS CO Ratepayer CSR Comments No answer. Dead air. Disconnected.			SHARLENE ESTREMEIRA
2016-09-28	Credit - Outbound Call	Password Verification for Other Failed			CANDY AYALA
2016-09-26	Miscellaneous	Caller ULTIMATE SPORTS CO Ratepayer CSR Comments called tried to speak with someone about the acct. he would not give me his name he would not verify password I told him I cant speak to him unless he verifies. he would not verify so I disconnected the call. after I felt he was done talking			CANDY AYALA
2016-09-20	Credit	Caller BUSINESS ACCOUNTS Ratepayer CSR Comments refused to speak to me and hung up on me			LAQUANDA VALENTINE
2016-09-20	Credit - Outbound Call				LAQUANDA VALENTINE
2016-09-20	Password Required	Password Verification for Other Failed			DIANE PAGAN
2016-09-19	Non-Residential Collection II	CUT DATE 2016-09-27 AMOUNT 11 234.32			
2016-09-15	Credit - Outbound Call				
2016-09-15	Credit	Caller Unim Other CSR Comments obo spk w unim he adv the VP isn't avail. he was very rude as he stated they have had a complaint for PUC we haven't been in touch to get this straightened he said have a nice day hung up.			DIANE PAGAN
2016-09-15	Password Required	Password Verification for Other Failed			DIANE PAGAN
2016-09-02	Miscellaneous	A contractor will perform a meter inspection at this premise. Meter inspections are being performed as part of the meter replacement project. The goal of these inspections is to gather some general information on customers meters which will be used to update our customer services database in advance of meter deployment.			CSSDR044
2016-08-29	Credit - Outbound Call				JESSICA MARTINEZ
2016-08-29	Credit	Caller ULTIMATE SPORTS CO Ratepayer CSR Comments obo spoke to Richard Mcgraff owner of Ultimate Sports adv of past due bal he stated he is in litigation with PUC was told to not make any pymts on acct			JESSICA MARTINEZ
2016-08-29	Password Required	Password Verification for Other Failed			JESSICA MARTINEZ
2016-08-25	Credit - Outbound Call				CORYN HODGE
2016-08-25	Credit	Caller ULTIMATE SPORTS CO Ratepayer CSR Comments Customer hung up.			CORYN HODGE
2016-08-16	SC - GRACE EXTENSION	BCS case 345204. Close 8 12 2016. VERBAL CLOSE-SPOKE TO THE CUSTOMER AND TOLD HIM THAT HE NEEDS TO TAKE THIS CASE TO MEDIATION BECAUSE WE DO NOT HAVE JURISDICTION OVER BUSINESSES			e11458
2016-06-30	SC - PUC Informal Complaint	PUC MEDIA BCS 3455204			CUC1143
2016-06-28	SC - GRACE EXTENSION	added hold per instruction of Dennis Worthington			e158258
2016-06-21	Non-Residential Collection II	CUT DATE 2016-06-29 AMOUNT 8 557.81			
2016-05-24	Miscellaneous	WATT Clerical - Payment Investigation Work Item 1403682 Completed			CYNTHIA M WESOLOWSKI
2016-05-24	Miscellaneous	WATT ID 1403682 Attached are check copies from two bank accounts. Attached is a list of payments bank acct used. could not provide a copy of one payment for 1 955.51 on 01 13 15 since it s EFT and customer did not use this bank acct for any checks.			CYNTHIA M WESOLOWSKI
2016-05-23	Miscellaneous	WATT Clerical - Payment Investigation Work Item 1403682 Created			RHONDA S MENRICH
2016-05-23	SC - GRACE EXTENSION	add 15 day g e per drw-The Company is working with OSBA Office of Small Business Advocate to resolve the billing issue.			e00292
2016-05-20	Miscellaneous	Received signed document from Mr. McGrath allowing PPL to send 3-year account statement to OSBA. Forwarded to Kim Hanson at OGC.			DENNIS R WORTHINGTON
2016-05-19	Non-Residential Collection II	CUT DATE 2016-05-27 AMOUNT 7 760.71			
2016-05-19	Electric Outage - Issuance	Cond 1 Cond 2 Cond 3 Cond 4 Cond 5 Note e02823 Call Type 86			WCT
2016-04-19	Billing	Other Comments 3 phase service problem one is down. Please call if need more info.			CATHERINE M TOBIAS
2016-04-13	Billing	Per PPL Compliance request from DRWorthington calculated 7 23 15 - 6 24 bill and 8 24 15 - 9 23 bill details and email d info to DRW for distribution to Kim Hanson and Emily Myers. Paralegal for Saltzman Hughes P.C.			NICHOLE M REARICK
2016-03-29	Billing	WATT AMR - Failed Meter COC Work Item 1165117 Completed			BRENDA J SNYDER
2016-03-18	Miscellaneous	Working WFTMs entered SSR for 3 7 will bill to 3 24 after reading posts 3 30- entered reading for 3 24			SHERRY A SHAEFFER
2016-03-18	Miscellaneous	WATT Collection - Revenue Assurance Collection Work Item 1363324 Completed			SHERRY A SHAEFFER
2016-03-18	Miscellaneous	WATT ID 1363324 completed...rec'd payment of 44 134.57 fr US Pipes			
2016-03-16	Credit - Outbound Call	continued...ppl is collecting from the current cust on record... suggested for future if he rents the prop out to make sure tenant places serv in their name to avoid this...understood and will take that advice...he also inquired about what the cost would be to place add 1 meter in property...exp will need to s w service dept...offered to transfer...declined			SHERRY A SHAEFFER

2016-03-16	Credit - Outbound Call	Outbound s w Mr. McGrath...owner...informed him overnight payment rec d this morning... 44 137.57.....this is payment f US Pipes tenant ...he said they are still currently in the property although wrapping up their Business..he said they are responsible for all billing until they leave...I exp his position on the matter is understood but.....	SHERRY A SHAFFER
2016-03-16	Issued Collection Arrangement	alisha o hara...us pipes accts payable...tracking 12xr95660199289855 check 87436... 44134.57	SHERRY A SHAFFER
2016-03-16	Credit	s w alisha o hara...accts pybl for US Pipes tenant ...provided UPS tracking 1ZXR95660199289855.....check 84736 134.57..... payment rec d 3 16 16...10 04am	SHERRY A SHAFFER
2016-03-16	Call Transfer	TRANSFERRED ALICIA OHARA TO SHERRY SHAFFER	GEORGEANN PICKERING
2016-03-16	Credit - Outbound Call	Outbound called 407-859-3954 US Pipes Alisha O hara accts pybl. left msg on voicemail....cust called 3 15 to state mailing overnight payment....PLS GET TRACKING OF PAYMENT DOCUMENTalso if cust has not sent payment pls advise to send to PPL Attn credit supv...827 Hausman rd Allentown Pa 18104	SHERRY A SHAFFER
2016-03-16	Billing - ICS	Richard is upset and would like a call back from a supervisor. his tenant hasn't been paying bill they are leaving end of month so he doesn't want to be stuck w it. wants to know why power wasn't shut off prior to this. I see rep already sent email to supervisor to call customer back. sent email as reminder.	CHRISTY SENGLAR
2016-03-16	Credit	Caller Richard McGrath Other CSR Comments called to request PPL executive give him a called. Inform will have someone give him a call. Upset that he has not been called back yet. Complaining about his business being damaged and a return check on this acct from his tenant. Sent email to supervisor Sylvia Gianelli to call him@215-327-5785	BRENDA C GROSS
2016-03-16	Miscellaneous	WATT ID 1363324 on hold...waiting for payment...rec d call fr US Pipes accts pybl..Alisha o hara...req overnight payment address to sent payment of 44134.57	SHERRY A SHAFFER
2016-03-15	Non-Residential Collection II	CUT DATE 2016-03-23 AMOUNT 44,104.57	
2016-03-15	Credit	Aleshia O'Hara Accts payable called questioning where to send an overnight ck to before she verified any info. I provided the m a then ofrrd to document the acct. She said she will be sending in pyt of 44134.57. Satis Since I did not discuss any acct info I did not ask for password.	LORI DOMOZYCH
2016-03-15	Credit	sw alicia ohara from US Pipe Fabricators...which is the tenant at this property. she wanted to pay via wire transfer. put cust on hold to speak with senior since there is a password on this acct and was unsure if I could give any info. when I came back to the phone caller had disconnected. NOTE Sherry Shaffer was looking into the matter with MLS.	LINDA M EIBACH
2016-03-15	Correspondence - Collections		SHERRY A SHAFFER
2016-03-15	SC - GRACE EXTENSION		e03880
2016-03-11	Cut In Maintained		SHERRY A SHAFFER
2016-03-11	SC - GRACE EXTENSION	rev ops	e03880
2016-03-11	Credit	continued. i tried to exp the issues w his tenant are between him them but again said as the owner he has been requesting this be lumbd off it is ppl responsibility that this was not done...he said he is not receiving bills..I verified mailing address but said not getting them...he wants soemong w authority to handle this once for all..sent to mls continued...and had someone called him directly he wou d have said to only accept certified check...he said this money is not his responsibility and the only way to collect it is to turn off service which he has been asking to have done...us pipes is in process of moving. 8603098048. and if we want this paid we will turn it off before they move	SHERRY A SHAFFER
2016-03-11	Credit	Outbound s w Mr McGrath owner....i was calling cust about Reco payment for 44,104.57 which was returned as unauthorized...he stated this payment was not made by him and had a back story of what he is going thru with the Business renting the property US Pipes fabricators....new service acct 8603098048he said the tenant is not in good standing cust req password on acct of Black Angus for any transactions on acct... this is contact fr 6 15 15 per richard mcgrath request...owner	SHERRY A SHAFFER
2016-03-11	Password Required	per DRW representative from Custom Fab will call to pay 36 180.17. Please accept this to reco. Reco must be complete within one business day	SHERRY A SHAFFER
2016-03-11	Miscellaneous	WATT Collection - Revenue Assurance Collection Work Item 1363324 Created	SHERRY A SHAFFER
2016-03-11	Miscellaneous	SENT CUSTOMER NOTIFICATION OF RETURNED PAYMENT	CSLET
2016-03-10	Credit	RETURNED ITEM AMOUNT 44104.57 DATE OF RETURNED ITEM 2016-03-09 REASON R29 CORPORATE CUSTOMER ADVISES NOT AUTHORIZED	SHERRY A SHAFFER
2016-03-09	Returned Item	sw Richard Magrath-owner - had questions about usage and rates. sent statement of account. aslo adv'd bal. sat	SHERRY A SHAFFER
2016-03-07	Miscellaneous		DIANE L DYMOND
2016-03-07	Request Account Activity Statement		DIANE L DYMOND
2016-03-03	Electric Outage - Issuance	Cond 1 Cond 2 Cond 3 Cond 4 Note e165738 Call Type 89	WCT
2016-03-03	Cut In Issued	Credit-Line Cut Reconnect Comments bal pdt in full-cut in scheduled 03/04/16. line cut comp 03/02/16	KAREN C RENARD
2016-03-03	Cut In Issued	SYSTEM GENERATED ORDER BASED ON CUSTOMER PAYMENT	

2016-03-03	CSS WEB Interface Payment	One Time Pmt Amt 44,104.57 Caller name ALISHA OHARA Relationship Other Email Not Updated Customer Satisfied Yes Confirmation Number 16030347	KAREN C RENARD
2016-03-03	Credit	s w Alicia Ohera- Accts Payable for US Pipes. Doesnt work for Ultimate Sports. Wanted to make a pmnt. Adv need to provide password to make pymnt. Understood	CLARISSA R MOORE
2016-03-03	Special Situation	A representative from Custom Fab will call to pay 36,180.17. Please accept this to reco. Reco must be complete within one business day	DENNIS R WORTHINGTON
2016-03-03	Cut Out for Non-Pay Maintained	ACCT WAS TERMINATED 3.2.16. LINECREW.	DALE A BOLASKY
2016-03-02	Cust Choice 1 Bill	Supplier added on 2016-03-07 - GDF-SUEZ Energy Resources NA	
2016-03-02	Batch Enrollment	retd to line crew	
2016-02-25	Cut Out for Non-Pay Issued	Supplier added on 2016-02-24 - Guttmann Energy	DALE A BOLASKY
2016-02-19	Cust Choice 1 Bill		
2016-02-19	Batch Enrollment		
2016-02-17	Non-Residential Collection II	CUT DATE 2016-02-25 AMOUNT 36,180.17	
2015-12-23	Cut Out for Non-Pay Issued		
2015-12-16	Leave Door Hanger Issued	DELIVER 3 DAY NOTICE	CUMCL024
2015-12-15	Non-Residential Collection II	CUT DATE 2015-12-23 AMOUNT 11,326.24	CUMCL024
2015-12-09	Correspondence - Deposits	Deposit Notification Letter - Commercial	
2015-12-01	Billing - ICS	owner-richard mcgrath calling for phone number and e-mail of denris worthington. Gave both to customer. gary calling from 972-369-4594 in texas said he was owner richard mcgrath and then wanted copy of bills e-mailed to him at gary@annelic.com he is energy consultant--did not send bills to him--NO LOA ON FILE--aware needs LOA before anything sent or to have owner contact us--he may try calling back	GEORGEANN PICKERING
2015-11-30	Billing - ICS		GEORGEANN PICKERING
2015-09-24	Cut Out for Non-Pay Issued	IR137387 FIX PU POLR RATE ON PRICE USAGE	CUMCL024
2015-09-24	Data Repair	CUT DATE 2015-09-28 AMOUNT 12,791.50	CSSDR044
2015-09-17	Non-Residential Collection II	Deposit Warning Letter - Commercial	
2015-09-14	Correspondence - Deposits		
2015-07-30	Cut Out for Non-Pay Issued	CUT DATE 2015-07-30 AMOUNT 6,726.23	CUMCL024
2015-07-20	Change Meter Only Extended Completed	Supplier dropped on 2015-07-20 - Direct Energy Business	CUBSO021
2015-07-15	Customer Choice Drop		
2015-07-15	Batch Enrollment		
2015-07-15	Change Meter Only Extended Issued	Rate change due to off-cycle supplier switch.	CUMGM007
2015-06-30	Billing	intr communicating entered adjusted reading for 6 26 @ R-99 based on actuals 6 4 @ R-0 and 6 27 @ R-103	DONNA B KRANICK
2015-06-25	SC - GRACE EXTENSION	per prev contacts billing completed. Adding grace ext.	E02504
2015-06-25	Data Repair	Data Repair for INC930175	CSSDR044
2015-06-16	Credit	Spoke with Mr. Richard McGrath owner who is looking for resolution to solve issues with his tenant. He requested that service be split but he wants tenant to pay. I offered counter proposal. I told him that I would forward my idea to our attorney for review. I told him no guarantee. Told customer I would follow up by Friday.	DENNIS R WORTHINGTON
2015-06-16	Service Center Ticket	issued tkt 930175 w request to BA to escalate priority--getting service to msg trying to complete amo	DONNA B KRANICK
2015-06-16	Change Meter Only Issued	reposting	DONNA B KRANICK
2015-06-16	Change Meter Only Voided	recvg error msg reissuing	DONNA B KRANICK
2015-06-16	Change Meter Only Issued	reposting amo	DONNA B KRANICK
2015-06-15	Special Situation	cust req password on acct of Black Angus for any transactions on acct.	AIDA R CASTRO
2015-06-15	Service	to stop billing....req callback from brandi...w add her to email to denris for a headaup.	AIDA R CASTRO
2015-06-15	Service	s w richard mcgrath persistent in having serv disco eff 6 1 as per conversation w brandi on 5 27...tried to explain the difference bet disc billing vs disc for non pmt...sent email to denris worthington to call cust back...legal dept involved...cust aware i am not sche disc until he s w denris says tenant agreed to split serv and hasnt and wants his business	AIDA R CASTRO
2015-06-15	Credit	Caller Richard McGrath-president Ratepayer CSR Comments s w r p Richard McGrath-president wants service shut off today and was concerned was not done prior to June 1st. Spvr assist want thru notes transfer to 90021. CD	CYNTHIA DELP
2015-06-06	Miscellaneous	WATT No Bill - No Bill Commercial. Work Item 1173067 Created	CSS
2015-06-05	Billing - In Progress	per Business accts and DRW cancelled cb to rebill monthly. Entered Adjusted reading for 3 24 @ R-7073 based on actuals 3 6 @ R-7045 and 4 30 @ R-7132 then will enter 4 27 adjusted reading R-7127 and 5 22 @ R-7137. Out reading on 6 4 was R-7140 0.567	DONNA B KRANICK
2015-06-05	Request Credit	ipc	DONNA B KRANICK
2015-06-05	Request Credit	ipc	DONNA B KRANICK
2015-06-05	Cancel/Only Service	ipc	DONNA B KRANICK

2015-06-04	Data Repair	Deletes Row s from PB_INPUT_DATA	DEBORAH L KEISER
2015-06-04	Billing	Entered estimated reading on 5/22/15 working no no w/mis. Having termination order voided - working with OGC and tenant's attorney Sam Wisser. The tenant will pay PPL each month the amount of the electric bill to maintain service. per email from DRW-void term order	MICHELE GURZ DENNIS R WORTHINGTON BONNIE TORRES CUMCLO24 NICOLE M REARICK
2015-06-01	Credit	Cut Out for Non-Pay Voided	CAROLYN K GRANITZ
2015-06-01	Cut Out for Non-Pay Issued	Cut Out for Non-Pay Issued	AMRBATCH
2015-05-29	Miscellaneous	WATT ID 1165117 LARGE POWER	CAROLYN K GRANITZ
2015-05-29	Billing - ICS	per email from Brandt Martzen to call mr McGrath got voicemail left msg for him to contact bus. acct. there is a meter change pending but his bills are actual use up to the last bill which is estimated cust is not paying bills and in collections. needs to pay to avoid cut. no payment since January.	BRANDI L MARTZEN
2015-05-29	Miscellaneous	WATT AMR - Failed Meter COC Work Item 1165117 Created	CUMSO414
2015-05-27	Credit - Outbound Call	Working Rev Assurance WATT 1161704 s w owner Richard McGrath he is aware service is scheduled for term states he has a tenant that is refusing to pay and is responsible for the elec bill. Has several issues with account as well no billing due to EGS change etc.. forwarding acct to ICS to address his other concerns.	
2015-05-22	Non-Residential Collection II	CUT DATE 2015-06-01 AMOUNT 5 486.35	
2015-04-23	Change Meter Only Issued	Please change meter that stopped communicating in March - customer complaint - cp	
2015-04-15	Billing - ICS	looking for current bill advised we have not received payment for the prior bill and emailed a copy to info.ultimateports@gmail.com email on the acct. her email was a gmail account so didn't feel appropriate to send to a private email. advised we are working on billing acct current held up due to a supplier change.	CAROLYN K GRANITZ CAROLYN K GRANITZ
2015-04-14	Maintain Additional Account Names	WATT No Bill - No Bill Commercial Work Item 1071497 Created	CSS
2015-04-14	Maintain Additional Account Names	Privacy Release Mailing Privacy Release Default- OK to Release All	CSSDR044
2015-03-10	Miscellaneous	Supplier added on 2015-02-23 - Direct Energy Business	CUBSO021
2015-03-04	Choice Inquiry	Supplier dropped on 2015-02-23 - Direct Energy Business	
2015-02-19	Change Meter Only Extended Completed	Supplier dropped on 2015-02-19 - Direct Energy Business	
2015-02-17	Cust Choice 2 Bill	Rate change due to off-cycle supplier switch.	CUMGM007
2015-02-17	Batch Enrollment	Caller RICHARD MCGRAFF PRESIDENT Ratepayer CSR Comments PROVIDED HIM WITH THE PH TO BUSINESS ACCT DIRECTLY HE HAS SOME QUESTIONS ABOUT SEPARATING THE SERVICE WITH A CURRENT TENANT. -SATISFIED	CARMEN P URBAN
2015-02-13	Customer Choice Drop	RICHARD MCGRAFF- OWNS BUILDING CLAIMS TENANT WANTS HIS OWN METER ON BUILDING. RICHARD STATED THIS METER SERVES A 7500 SQ FT BUILDING. HE COLLECTS MONEY FROM THEM.	ALICIA MENDOZA
2015-02-13	Batch Enrollment	One Time Pmt Amt 1 955.51 Caller name RICHARD MCGRAFF Relationship Spouse Previous Email Address - New Email Address info.ultimateports@gmail.com Customer Satisfied Yes Confirmation Number 15011214	ALICIA MENDOZA
2015-02-13	Change Meter Only Extended Issued	Caller RICHARD MCGRAFF Updated email address from None to info.ultimateports@gmail.com.	ALICIA MENDOZA
2015-01-12	WAM	Caller RICHARD MCGRAFF Spouse Updated alternate phone from 215-784-9030 to 717-336-2700.	CUBSO021
2015-01-12	Call Transfer	Supplier added on 2014-12-30 - Direct Energy Business	
2015-01-12	CSS WEB Interface Payment	Rate change due to off-cycle supplier switch.	CUMGM007
2015-01-12	WEB Maintain Bill Account	Supplier dropped on 2014-12-22 - Direct Energy Business	CUBSO021
2015-01-12	WEB Maintain Bill Account	Rate change due to off-cycle supplier switch.	
2014-12-30	Change Meter Only Extended Completed	Supplier dropped on 2014-12-22 - Direct Energy Business	
2014-12-23	Cust Choice 2 Bill	Rate change due to off-cycle supplier switch.	CUMGM007
2014-12-23	Batch Enrollment	Supplier dropped on 2014-12-22 - Direct Energy Business	CUBSO021
2014-12-23	Change Meter Only Extended Issued	Rate change due to off-cycle supplier switch.	
2014-12-22	Change Meter Only Extended Completed	Rate change due to off-cycle supplier switch.	CUMGM007
2014-12-17	Customer Choice Drop	Rate change due to off-cycle supplier switch.	
2014-12-17	Batch Enrollment	Rate change due to off-cycle supplier switch.	CUMGM007
2014-12-17	Change Meter Only Extended Issued	Rate change due to off-cycle supplier switch.	
2014-12-15	Credit	Caller Richard Magrath-owner Owner CSR Comments s w owner Richard Magrath- he wanted to dup. bill sent b c he closed bank acct. with Metro and autopay however I adv. the bill due and did not understand why it s that amt. adv. there was a 10 fee for the returned pmt. he said not his fault. he will call another day about and he will send pmt. hung up td	FRANCESCA DELGADO CSLET 630765
2014-12-12	Correspondence - General	Template Name Remove from EFT - Created By: Michale Billie J Letter Edited No CS Letters ID 931696	BILLIE J MCHALE
2014-12-12	SC - GRACE EXTENSION	Rmv d frm EFT. per returns rpt dated 12/11/14 pymt of 840.26 on 12/9/14 returned due to acct closed. snt.rmv l/r	CUBAR080
2014-12-12	Maintain EFT	RETURNED ITEM AMOUNT 840.26 DATE OF RETURNED ITEM 2014-12-11 REASON ROZ ACCOUNT CLOSED	
2014-12-11	Returned Item	s w Richard he wanted to know what Joe Jablonski's phone number was. I provided him with Joe's phone number 717-721-4903.	REINE MATZ
2014-10-13	Billing - ICS		

2014-10-01	Service	but did not want the 480V service installed. He also advised customer placing equipment around our poles and wanted to assure we have access to our facilities. As the building owner we assured him it was up to him on what gets done and we would keep him informed. They are 44083992 44051840 respectively. Tony Cavenas explained what the tenant's electrician was looking for and to add a 480 volt service would require Mr. McGrath's permission and Right of Way. Mr. McGrath was agreeable to separate the tenant load On Wednesday 9/24/14 Joe Jablonski spoke to customer Richard McGrath. I explained we have 2 work orders for his facility. One to separate the tenant space off the bill and a second to add a 480 volt service. They are 44083992 44051840 respectively. Joseph M. Cavenas Engineer has spoken to the rp about this matter. Revenue Assurance is being kept abreast of this matter they hv been included on the emails. Have had no responses RA yet....requesting details so I can notate on the acct accordingly. Joe will be sending me the details w in a few days. I advised GJ someone went out and promised PPL would not do any work, possibly D'Oswandel or M Gross. It is the only reason I involved Rev Ass....email to contact customer is ramcgrath@man.com or phn 215-327-5785.	MARISELA TALERO
2014-10-01	Service	Richard McGrath is the owner of the above account and property. He is also the owner of 541 N 4TH ST DENVER PA 17517-Custom Fab Inc. This is a tenant's business. He says this tenant is calling in to get work done at this property without the landlord's permission, and is charging it to the LL...sending an email to rev assurance..Gil Degenhart..he understands contact to customer was attempted on 8/28/14 2x and no reply. The Concern is not related to PPL but tenant. per svc. man D.Oswandel.	MARISELA TALERO
2014-10-01	Service	Richard McGrath is the owner of the above account and property. He is also the owner of 541 N 4TH ST DENVER PA 17517-Custom Fab Inc. This is a tenant's business. He says this tenant is calling in to get work done at this property without the landlord's permission, and is charging it to the LL...sending an email to rev assurance..Gil Degenhart..he understands contact to customer was attempted on 8/28/14 2x and no reply. The Concern is not related to PPL but tenant. per svc. man D.Oswandel.	MARISELA TALERO
2014-09-24	Service	Richard McGrath is the owner of the above account and property. He is also the owner of 541 N 4TH ST DENVER PA 17517-Custom Fab Inc. This is a tenant's business. He says this tenant is calling in to get work done at this property without the landlord's permission, and is charging it to the LL...sending an email to rev assurance..Gil Degenhart..he understands contact to customer was attempted on 8/28/14 2x and no reply. The Concern is not related to PPL but tenant. per svc. man D.Oswandel.	MARISELA TALERO
2014-09-23	Service	Richard McGrath is the owner of the above account and property. He is also the owner of 541 N 4TH ST DENVER PA 17517-Custom Fab Inc. This is a tenant's business. He says this tenant is calling in to get work done at this property without the landlord's permission, and is charging it to the LL...sending an email to rev assurance..Gil Degenhart..he understands contact to customer was attempted on 8/28/14 2x and no reply. The Concern is not related to PPL but tenant. per svc. man D.Oswandel.	MARISELA TALERO
2014-09-23	Service	Richard McGrath is the owner of the above account and property. He is also the owner of 541 N 4TH ST DENVER PA 17517-Custom Fab Inc. This is a tenant's business. He says this tenant is calling in to get work done at this property without the landlord's permission, and is charging it to the LL...sending an email to rev assurance..Gil Degenhart..he understands contact to customer was attempted on 8/28/14 2x and no reply. The Concern is not related to PPL but tenant. per svc. man D.Oswandel.	MARISELA TALERO
2014-08-19	Service	DENNIS OSWANDEL SR ENGINEER FOR AREA CALLED CUST AND LEFT MESSAGE ON ANSWERING MACHINE. spoke w Richard McGrath regarding voltage issue. f up w sending email to Sent email to M. Gross D. Oswandel, to contact him on this matter as did Tara the contact before me. he didn't want to wait on line no longer than 30 seconds and expl. unsure if able to accommodate him that way so needs someone to call him. thanks	TARA L BURNEY
2014-08-18	Service	sw RICHARD MCGRATH called to see if we raised the voltage capacity to his building. Attempted to reach area--sending email to reach out to customer. When I got back to customer he had disconnected the call. Sent email to M. Gross D. Oswandel.	SHELLY D MOCK
2014-08-18	Service	sw RICHARD MCGRATH called to see if we raised the voltage capacity to his building. Attempted to reach area--sending email to reach out to customer. When I got back to customer he had disconnected the call. Sent email to M. Gross D. Oswandel.	TARA L BURNEY
2014-08-18	Credit	Caller Richard McGrath owner Ratepayer CSR Comments cust states tenant required higher voltage at prop doesn't want it cust very rude and yelling. cust also states they don't want higher voltage at prop. sat not reached DRG transfer new exemption received from Linda McKee admin assistant. updated to 82.8 exempt. cert was forwarded to clerk.	DEVON CONTRADY
2014-08-16	Maintain Bill Determinants	Rec'd updated sales tax exemption LOA on account. needs to be changed to 82.8 exempt. forwarded to Clerk for processing.	CHRISTY SENGLAR
2014-05-22	Sales Tax	Caller Richard McGrath owner Ratepayer CSR Comments Cust called to get last bill amt sat's	CHRISTY SENGLAR
2014-05-13	Credit	Angela requested copies of bills from 2013 explained we only have copies of last 2 bills. sent her statement of account for 2013 inso.ultimateports@gmail.com	JENNIFER STAPLETON
2014-03-20	Billing - ICS	Angela requested copies of bills from 2013 explained we only have copies of last 2 bills. sent her statement of account for 2013 inso.ultimateports@gmail.com	CHRISTY SENGLAR

Exhibit “4”

To: ramcgrath@msn.com
Date: Fri, 19 Jun 2015 15:34:47 -0400
Subject: RE: Test

Hi Mr. McGrath,

I am sorry if I created a misunderstanding. I thought I had told you that I'd get back to you by the end of the week. Unfortunately, I have not yet had the opportunity to discuss this situation with our attorneys. I expect to have that conversation next week. Once I do, I will communicate with you.

Thank you,

Dennis

Dennis R Worthington | Sr. Quality Assurance Specialist
Regulatory Programs & Business Services | phone: 484.634.3374 |
drworthington@pplweb.com



PPL Electric Utilities
827 Hausman Road
Allentown, PA 18104

From: Richard McGrath [mailto:ramcgrath@msn.com]
Sent: Friday, June 19, 2015 8:36 AM
To: Worthington, Dennis R
Subject: RE: Test

Mr. Worthington, pardon my delay in answering your email of last Tuesday but I did prepare a reply Wednesday morning and thought that I had sent it to you but it is not registered in my sent mail nor under utilities where I filed your incoming letter immediately. Computers are just a little more complicated and I have not mastered them.

My understanding of our agreement made over the phone is that you desire to consult your legal people before putting it in writing and we can understand that considering the subject matter and the introduction of my tenant and his past practices of seeking litigation at every turn.

In late May, possibly May 29, a female calling herself Brandy telephoned me to inform me that our electricity at 531 N. 4th St. would be turned off on June 1 due to a past due amount on our invoice. I listened carefully to her promise and responded by requesting that she do so without fail because most of my electric use was going to a tenant on my meter who was refusing to pay their fair share promptly and has a history of taking deductions from their rent in excess of what would be allowed by the lease. Unfortunately, your representative did not keep her promise or follow my instructions and as a result our tenant continues using nearly all of the electricity for the month of June and I would like a guarantee that billing my company for June usage will not occur. Once again I ask that the electricity be immediately turned off but only with the understanding that the major involved, owned by PPL of course, and the base that is owned by Ultimate Sports remain in their current ownership position and the tenant be required to finally install his own meter despite his 18 months of pretending that we have not allowed him to do so.

We have made every effort to cooperate with our new tenant but he has now stated that his plan from the beginning was to put us in harms way and cause our company to go into default with our bank and thereby give him the opportunity of purchasing our property in a distress sale. We appreciate your situation and hope that you appreciate ours. One way or another we expect that we will not be billed for the electricity use beginning June 1 but we will not agree to shutting off only some of the electricity passing through that meter. We were expecting your response in two days. Thank you for your phone call and your anticipated assistance.

From: drworthington@pplweb.com

Exhibit “5”

From: Worthington, Dennis R
To: mkelso@salzmannhughes.com
Cc: [Shafer, Michael J](#); [Hanson, Kimberly R](#); SWiser@salzmannhughes.com
Subject: McGrath Custom Fab
Date: Tuesday, August 4, 2015 8:19:44 AM
Attachments: [20150804073714741.pdf](#)
[image001.png](#)

Good morning Melissa,

Attached, please find the account activity statement, which shows billing information back to Jan. 1, 2015.

Thanks

Dennis

Dennis R Worthington | Sr. Quality Assurance Specialist
Regulatory Programs & Business Services | phone: 484.634.3374 |
drworthington@pplweb.com



PPL Electric Utilities
827 Hausman Road
Allentown, PA 18104

Account Activity Statement

Date: 08/03/15
Page: 1

*** Account Information ***

*** Current Account Status ***

Account Number:
20970-90001

Mail To:
ULTIMATE SPORTS CO
PO BOX 286
DENVER

PA 17517

Payment Agreement
Installment: \$0.00 Balance: \$0.00
Budget Bill Amortization
Installment: \$0.00 Balance: \$0.00

Requested By:
ULTIMATE SPORTS CO
(215) 327-5785 Extension:

Current Rate: G53

DATE	TRANSACTION TYPE	DOE DATE	TRANSACTION AMOUNT	BALANCE FORWARD	ACTUAL BILLED	DEFERRED BALANCE	DEG DAY H/C	RDG TYPE	DAYS USED	KWH	BILLED KW
01/12/2015	Payment		\$-1955.51								
01/29/2015	ELECTRIC SERVICE		\$732.62								
01/29/2015	ELECTRIC SERVICE	02/17	\$1449.75				0201/0000	066150	31	75600	178.0000
01/29/2015	Regular Bill		\$2182.77	\$0.40							
02/24/2015	Late Payment Charge		\$55.19								
04/20/2015	ELECTRIC SERVICE		\$793.18								
04/20/2015	ELECTRIC SERVICE	05/06	\$683.30				0238/0000	069760	31	45900	181.0000
04/20/2015	Regular Bill		\$3714.44	\$2182.77							
05/01/2015	CANCELED ELECTRIC SERVICE		\$1741.91								
05/01/2015	Canceled Bill	05/19	\$5456.35	\$2182.77			1484/0000	071270	63	83100	172.0000
05/27/2015	Late Payment Charge		\$41.22								
05/28/2015	Late Payment Charge		\$40.48								
06/05/2015	Adjustment		\$-1741.91								
06/05/2015	Credit		\$-40.48								
06/05/2015	Credit		\$-41.22								
06/10/2015	ELECTRIC SERVICE		\$752.57								
06/10/2015	Regular Bill	06/26	\$4467.01	\$3714.44			0985/0000	070730	29	29100	151.0000
06/11/2015	ELECTRIC SERVICE		\$737.03								
06/11/2015	Regular Bill	06/29	\$5204.04	\$3714.44			0529/0000	071270	34	16200	151.0000
06/15/2015	ELECTRIC SERVICE		\$664.70								
06/15/2015	Regular Bill	07/01	\$5868.74	\$4467.01			0067/0085	071370	25	3000	170.0000
06/30/2015	ELECTRIC SERVICE		\$857.49								
06/30/2015	Regular Bill	07/16	\$6726.23	\$5204.04			0021/0300	000990	35	30600	170.0000
07/22/2015	Late Payment Charge		\$20.89								
07/23/2015	ELECTRIC SERVICE		\$579.51								
07/23/2015	ELECTRIC SERVICE		\$537.04								
07/23/2015	Late Payment Charge		\$22.97								
07/23/2015	Regular Bill	08/10	\$7886.64	\$6726.23			0000/0049	00230A	27	39300	118.0000

Exhibit “6”

From: Worthington, Dennis R
To: Jeff Embly (JEmbly@salzmannhughes.com); Kranick, Donna B
Cc: SWiser@salzmannhughes.com; Shafer, Michael J; Hanson, Kimberly R; Worthington, Dennis R
Subject: UltimateSports_Custom Fab.xlsx
Date: Wednesday, August 26, 2015 9:59:11 AM
Attachments: [image001.png](#)
[UltimateSports_Custom Fab.xlsx](#)
Importance: High

Good morning, Jeff,

Attached is a spreadsheet, which breaks out the charges you and I were discussing yesterday. None of the itemized charges include EGS service. Any information pertaining to rates, etc., would need to be directed to Direct Energy Business. In the lower left of the spreadsheet, we have listed, in red, the dates the customer was receiving electric generation from the EGS.

If, after reviewing this document, you have additional questions, I will arrange a call to include Donna Kranick, who did some work on the account to get it to bill. I will try to set that up for tomorrow morning if you feel it's necessary.

Thanks

Dennis

Dennis R Worthington | Sr. Quality Assurance Specialist
Regulatory Programs & Business Services | phone: 484.634.3374 |
drworthington@pplweb.com



PPL Electric Utilities
827 Hausman Road
Allentown, PA 18104

Customer Name: ULTIMATE SPORTS CO
 Acct#: 2097090001 Svc Addr: 531 N 4TH ST Town: DENVER, zip: 17517 phone: 215 : 327-5785

Meter Read Date	Billing Days	Tariff Schedule	KW Demand (Distribution)	Kwh SUM	\$ Distribution	\$ Transmission	\$ Gen. C&E	\$ PA State Sales Tax	\$ Total Bill (PPL Electric Utilities only)	Issued
7/23/2015	3	(GS-3) Large General Service LT 69V 1999	118	5,100	73.49	38.10	419.97	5.48	537.04	7/23
7/20/2015	24	(GS-3) Lrg Gen Service - LT 69V - 1999 Dist	118	34,200	573.60	-	-	5.91	579.51	7/23
	27		118	39,300	647.09	38.10	419.97	11.39	1,116.55	7/23
6/26/2015	35	(GS-3) Lrg Gen Service - LT 69V - 1999 Dist	170	30,600	848.73	-	-	8.76	857.49	6/30
5/22/2015	25	(GS-3) Lrg Gen Service - LT 69V - 1999 Dist	170	3,000	657.91	-	-	6.79	664.70	6/15
4/27/2015	34	(GS-3) Lrg Gen Service - LT 69V - 1999 Dist	151	16,200	729.51	-	-	7.52	737.03	6/11
3/24/2015	29	(GS-3) Lrg Gen Service - LT 69V - 1999 Dist	151	29,100	744.88	-	-	7.69	752.57	6/10
4/27/2015	63	(GS-3) Large General Service LT 69V 1999	172	83,100	1,724.12	-	-	17.79	1,741.91	5/1 cancelled 6/5
2/23/2015	4	(GS-3) Large General Service LT 69V 1999	181	6,000	116.78	43.68	515.86	6.98	683.30	
2/19/2015	27	(GS-3) Lrg Gen Service - LT 69V - 1999 Dist	181	39,900	785.08	-	-	8.10	793.18	
	31		181	45,900	901.86	43.68	515.86	15.08	1,476.48	4/20
1/23/2015	24	(GS-3) Lrg Gen Service - LT 69V - 1999 Dist	178	62,400	725.14	-	-	7.48	732.62	
12/30/2014	7	(GS-3) Large General Service LT 69V 1999	178	13,200	203.98	96.10	1,134.86	14.81	1,449.75	1/29
	31		178	75,600	929.12	96.10	1,134.86	22.29	2,182.37	1/29

\$	Total Monthly Bill Charges (covers periods from 12/23/14 - 7/23/15)
\$	7,787.19
\$	55.19 2/24 Late fee
\$	20.89 7/22 Late fee
\$	22.97 7/23 Late fee
\$	34.10 8/18 Late fee
\$	7,920.34 Total charges
\$	0.40 Balance forward after 1.12.15
\$	7,920.74 Current Balance

DIRECT ENERGY BUSINESS WAS EFFECTIVE 2/24/14 - 12/22/14 AS A TWO BILL OPTION
 PPL ELECTRIC UTILITIES EFFECTIVE 12/22/14 - 12/30/14
 DIRECT ENERGY BUSINESS WAS EFFECTIVE 12/30/14 - 2/19/15 AS A TWO BILL OPTION
 PPL ELECTRIC UTILITIES EFFECTIVE 2/19/15 - 2/23/15
 DIRECT ENERGY BUSINESS WAS EFFECTIVE 2/23/15 - 7/20/15 AS A TWO BILL OPTION

Exhibit “7”

*Please reply to Chambersburg Office

September 1, 2015

VIA EMAIL AND REGULAR MAIL

Richard A. McGrath
2245 Country Club Drive
Huntingdon Valley, PA 19006

RE: Custom Fab, Inc. v. Richard A McGrath; Lancaster County, PA No. CI-14-4444

Dear Mr. McGrath:

This correspondence is in response to your numerous emails regarding what you claim is Custom Fab's failure to pay for electric service for the property located at 531 North 4th Street, Denver, Pennsylvania ("Property"). Please be assured that Custom Fab intends to pay for all electric service it is obligated to under the Lease Agreement. Unfortunately, given your failure to provide monthly bills, failure to timely pay previous bills even after Custom Fab provided you with its portion and your repeated changes in suppliers, it has been no easy task for Custom Fab to compile the information necessary to calculate its portion of the electric service payments. In this regard, Custom Fab has been working with PPL directly since late April 2015 and intends to pay PPL and/or Direct Energy directly the amount that Custom Fab owes under the Lease Agreement.

As you are aware, the Lease for the Property provides in regard to electric service responsibility:

Whereas the Tenant and Landlord agree that Tenant is responsible to pay for the electric power consumed by Tenant, and whereas the leased property is not separately metered, Tenant and Landlord agree to the following method to measure and pay for electrical power: Tenant shall pay, at the end of every electrical billing period, an amount equal to the i) current billable rate for electrical Generation and Transmission charges multiplied by the difference of the current KH consumed in the period less the KH consumed during the equivalent period from the Baseline Year, ii) current billable rate for electrical

Concentrating in Environmental, Land Use, Municipal, Real Estate, Corporate, Estate Planning and Administration, and General Civil Litigation

ATTORNEYS

G. Bryan Salzmänn, Esq.	Samuel E. Wiser, Esq.	Nancy H. Meyers, Esq.	William W. Thompson, Esq.	Jason E. Kelso, Esq.
James D. Hughes, Esq.	Roger B. Irwin, Esq.	Patricia R. Brown, Esq.	Rebecca R. Hughes, Esq.	Melissa L. Kelso, Esq.
Adam R. Schellhase, Esq.	Thomas J. Finucane, Esq.	Laura Rebecca Ables, Esq.	David H. Martineau, Esq.	Garret J. Brouwer, Esq.
Scott T. Wyland, Esq.	Eileen C. Finucane, Esq.	George F. Douglas, III, Esq.	E. Lee Stinnett II, Esq.	Isaac P. Wakefield, Esq.
Kurt E. Williams, Esq.	Stephen E. Patterson, Esq.	Ann F. DePaulis, Esq.	Eric K. Grugel, Esq.	Stephen T. Coccoresé, Esq.

distribution charges multiplied by the difference of the current kW measured in the period less the kW measured during the equivalent period from the Baseline Year, iii) applicable prorated Generation, Transmission and Distribution taxes levied on items i) and ii). The Baseline Year shall be the 12 months immediately preceding the commencement date of the lease as evidenced by Exhibit E. In the event Tenant believes there is an increase in its consumption of electric power unrelated to the use of its Premises, Tenant shall have the right to have the method of calculating its Electric Expense revisited with the Landlord; but in any event, Tenant shall have the right to have its Premises placed on a separate power meter from the rest of the Property, and shall thereafter pay its own Electrical Expenses.

Therefore, in order to properly calculate Custom Fab's portion of each electric payment, Custom Fab must have monthly bills that match up with the service periods outlined in Exhibit E to the Lease Agreement and that also document usage for comparison.

From February 2015 through April 2015, you failed to provide any bills to Custom Fab, whether from PPL or another supplier. Eventually, you did provide some bills from Direct Energy (but not PPL). Unfortunately, these bills alone and without all of the information broken down per billing cycle, did not permit Custom Fab to calculate the portion that it is responsible for paying. PPL's portion was missing entirely. Finally, at the end of April 2015, Custom Fab obtained more information from PPL, but it was admittedly incorrect. At that juncture, Custom Fab began working with PPL directly to obtain accurate information in order to make whatever payment it owes under the Lease terms.

Since April 2015, the undersigned has worked closely with PPL, both its legal counsel and service representatives, to obtain accurate monthly service period usage and charges information. It recently came to light, however, that this presents a much more complicated scenario due to your frequent changing of electric suppliers. According to PPL, the following changes in suppliers took place:

- Hudson Energy Services was the supplier in 2014;
- Direct Energy began supplying electric service on or about December 14, 2014;
- On December 22, 2014, you changed service providers to PPL;
- On December 30, 2014, you changed service providers back to Direct Energy;
- Then on February 19, 2015, you switched back to PPL; only to
- Change back to Direct Energy on February 23, 2015;
- From February 23, 2015 to July 20, 2015, Direct Energy supplied electric service
- Direct Energy cancelled service on July 20, 2015, and PPL began supplying the Property.

Clearly, given the Lease provision regarding electric payments that you negotiated and agreed to, which requires accurate monthly billing cycle usage and charges from both the supplier and distributor, you understand how important this information is to correctly determining Custom Fab's payment responsibilities. It has taken our firm administrator and the

Richard McGrath
September 1, 2015
Page 3

undersigned countless hours to work with PPL and Direct Energy in obtaining as accurate of information as possible for each billing cycle at issue. Had you simply provided a bill from the supplier and a bill from the distributor (or one, if they were the same entity) on a monthly billing cycle, and had you not switched suppliers on a whim so often, Custom Fab would have been able to promptly and routinely calculate its electric responsibilities and remit payment. Unfortunately, that was not the case and this failure necessitated Custom Fab's engagement of legal counsel to obtain the information that you should have provided to it under the Lease Agreement.

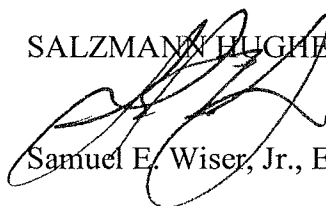
Our most recent conversation with PPL's service representative was yesterday, August 27, 2015. We believe that we have obtained almost all necessary information to permit Custom Fab to accurately calculate its payment responsibilities for electric service. Additionally, and despite your requests to PPL, PPL understands the convoluted nature of this situation, both in terms of the tenancy generally and in terms of calculations of payment obligations specifically, and will not be terminating electric service to the Property since Custom Fab has kept it apprised of the situation and worked with it closely over the past few months.

Once we have finalized Custom Fab's calculations of its responsibility for payment of electric service under the terms of the Lease Agreement, Custom Fab will promptly remit payment directly to PPL and/or Direct Energy for its portion of the arrearages. Custom Fab will not remit payment to you because your PPL account has been delinquent since November 2014. At that time, we will also forward to you all of the information compiled through working with PPL and our analysis of it in terms of Custom Fab's payment obligations as outlined in the Lease Agreement. Finally, we will continue to make payments to PPL going forward. To the extent that PPL requires payment in order to maintain service that exceeds Custom Fab's obligation for electric service payment as determined by the Lease Agreement, Custom Fab will pay the landlord's obligation and will deduct the portion that portion from its monthly rental payments.

Thank you for your attention to this matter.

Very truly yours,

SALZMANN HUGHES, P.C.



Samuel E. Wisner, Jr., Esquire

SEWjr/ecm

cc: Christopher M. Comins

Exhibit “8”

From: Richard McGrath
To: [Worthington, Dennis R](#)
Subject: RE: A status report is requested.
Date: Tuesday, September 1, 2015 1:21:11 PM
Attachments: [image001.png](#)

Mr. Worthington,

As you are well aware, I tried to get in touch with you last week while you were on your vacation and had a very nice chat with Mr. Capers of your office. Before I could respond to the email below I received an email from my tenants attorney and a copy of my reply was sent to you. How can you continue in your duplicity as a company when you have apparently been interfering with my business relationship with my tenant since April and pretending all along that you were going to shut down our electric service for our failure to collect monies from our tenant that you were already collecting. Would you kindly bring me up to date with the details of your deception since April? I understand that you want separate metering as do I but I think that until we receive it you should be dealing with me alone and not going behind my back with a secret arrangement with my tenant. I would like a reply to that last comment ASAP and I wish to know all the details of your relationship with my tenant.

From: drworthington@pplweb.com
To: ramcgrath@msn.com
Date: Tue, 1 Sep 2015 09:54:11 -0400
Subject: RE: A status report is requested.

Good morning, Mr. McGrath

The account balance is \$12,791.50. This figure is derived from the overdue portion (\$7,886.64) and the current bill charges (\$4,904.86), which are due 09/14/2015.

I have been in contact with Custom Fab's representation regarding the total amount owed. In addition, they are working to determine the amount Custom Fab is to pay. I expect to hear from Custom Fab later this week.

Dennis

Dennis R Worthington | Sr. Quality Assurance Specialist
Regulatory Programs & Business Services | phone: 484.634.3374 |
drworthington@pplweb.com



PPL Electric Utilities
827 Hausman Road
Allentown, PA 18104

From: Richard McGrath [mailto:ramcgrath@msn.com]

Sent: Friday, August 28, 2015 10:46 AM

To: Worthington, Dennis R

Subject: A status report is requested.

Mr. Worthington,

I am addressing this email to you in the hope that you will bring me up to date on the activity of my difficult tenant who has received numerous copies of outstanding invoices of our electric bill but has thus far refused to answer or remit his share of the charges. I would appreciate knowing the total outstanding charges at this time in my continuing effort to make you whole and bring the account current as well as doing the same for direct energy who have considerably larger outstanding invoices that also date back to early this year. We made every effort to keep them current but we found the lack of contribution from the tenant who refuses to carry out his agreement for separate metering in his continued attempt to create difficulty in all my relationships. You have generously continued to provide electric service and we feel that you are entitled to prompt and complete payment of your invoices by our tenant has us in a difficult situation since they probably use twice the electricity that we do. At this time we wish to protect our rights to our major and your rights to prompt payment. Please let us know if any payments to PP &L are being provided to you

either outright or in some sort of escrow account by our tenant. We have been unable to get a response from our numerous inquiries.

The information contained in this message is intended only for the personal and confidential use of the recipient(s) named above. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately, and delete the original message.

Exhibit “9”

We have been your good customer for 15 years and have every intention of remaining so. We will rely on Mr. Worthington to see that this letter gets to the proper authorities who will then respond to us.

From: drworthington@pplweb.com

To: ramcgrath@msn.com

Date: Tue, 1 Sep 2015 15:38:10 -0400

Subject: RE: A status report is requested.

Mr. McGrath,

There is no secret arrangement with your tenant, Custom Fab and PPL. PPL's only concern in this matter is that the outstanding electric bill for your building gets paid. It does not concern PPL whether you pay, or your tenant pays. Likewise, the dispute you are having with your tenant is for the two of you to resolve. When Custom Fab contacted me through its attorney and indicated that it was interested in paying the outstanding bill, I provided information to facilitate payment. Similarly, I have also provided requested information to you so that the bill may be paid. I want to reiterate, my only concern is that the bill gets paid. If you have any questions or concerns you can contact me, and I request that you resolve the outstanding invoices with PPL in the near future.

Thank you,

Dennis

Dennis R Worthington | Sr. Quality Assurance Specialist

Regulatory Programs & Business Services | phone: 484.634.3374 |

drworthington@pplweb.com



PPL Electric Utilities
827 Hausman Road
Allentown, PA 18104

From: Richard McGrath [mailto:ramcgrath@msn.com]

Sent: Tuesday, September 01, 2015 1:21 PM

To: Worthington, Dennis R

Subject: RE: A status report is requested.

Mr. Worthington,

As you are well aware, I tried to get in touch with you last week while you were on your vacation and had a very nice chat with Mr. Capers of your office. Before I could respond to the email below I received an email from my tenants attorney and a copy of my reply was sent to you. How can you continue in your duplicity as a company when you have apparently been interfering with my business relationship with my tenant since April and pretending all along that you were going to shut down our electric service for our failure to collect monies from our tenant that you were already collecting. Would you kindly bring me up to date with the details of your deception since April? I understand that you want separate metering as do I but I think that until we receive it you should be dealing with me alone and not going behind my back with a secret arrangement with my tenant. I would like a reply to that last comment ASAP and I wish to know all the details of your relationship with my tenant.

From: drworthington@pplweb.com
To: ramcgrath@msn.com
Date: Tue, 1 Sep 2015 09:54:11 -0400
Subject: RE: A status report is requested.
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I have been in contact with Custom Fab's representation regarding the total amount owed. In addition, they are working to determine the amount Custom Fab is to pay. I expect to hear from Custom Fab later this week.

Dennis
Dennis R Worthington | Sr. Quality Assurance Specialist
Regulatory Programs & Business Services | phone: 484.634.3374 |
drworthington@pplweb.com



PPL Electric Utilities
827 Hausman Road
Allentown, PA 18104

Exhibit “10”

From: Sam Wiser
To: Worthington, Dennis R
Cc: [Emily Myers](#); [Holly Porter](#)
Subject: 531 N. 4th Street
Date: Monday, December 14, 2015 1:36:25 PM
Attachments: [doc05887620151214124139.pdf](#)
[doc05887720151214124200.pdf](#)

Dennis, one more thing I wanted to get to you before we talk tomorrow. Custom Fab has been paying the electric bills it has received from PPL. They are attached. Are these bills solely for the new service? Custom Fab has not received copies, either from PPL or from the landlord, of the bills you referenced in your email to Mr. McGrath in the amount of \$4,812.67 and \$6,513.57. Had Custom Fab had notice of the bills it would have addressed them within the appropriate timeframes. Would you be able to provide us with copies of the bills you are referencing?

Thank you,

Sam

Samuel E. Wiser, Jr., Esq.

SalzmannHughes, P.C.
79 St. Paul Drive
Chambersburg, PA 17201
Phone: 717-263-2121
Fax: 717-263-0663
swiser@salzmannhughes.com

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12/1/2015

12/2015

44303-99003

1,305.72

0.00

1,305.72

PAYMENT
RECORD

Check: 082688

12/11/2015 PPL ELECTRIC UTILITIES CORP

1,305.72

 SUPERIOR PRESS (888) 590-7998 JB3215819 



PPL Electric Utilities



Pay/Manage your account online at ppllectric.com



Questions? Please call our Business Accounts help line by Dec 17. 1-888-220-9991 Opt 4 businessaccounts@pplweb.com

Estimated Bill

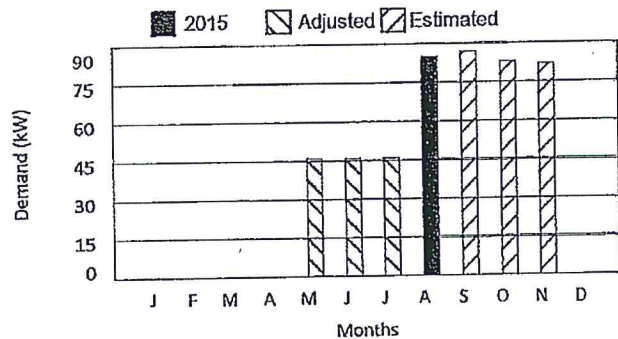
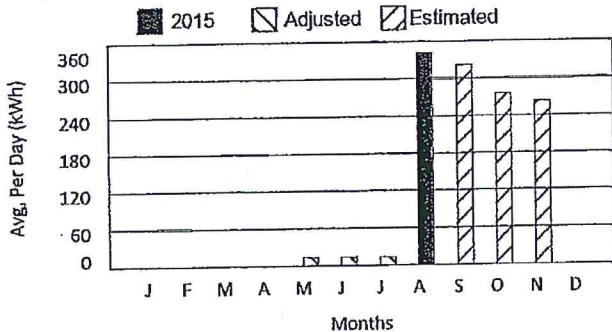
Bill Acct. No.	Due Date	Amount Due
44303-99003	Dec 17, 2015	\$1,305.72

Your Electric Usage Profile

Service to:
CUSTOM FAB
541 N 4TH ST
DENVER, PA 17517

Your next meter reading is on or about Dec 28, 2015.

This section helps you understand your electric use by month. Meter readings are actual unless otherwise noted.



Billing Summary

(Billing details on back)

Balance as of Dec 1, 2015	\$0.00
Charges:	
Total Distribution Charges	\$497.36
Total Generation & Transmission Charges	\$808.36
Total Current Charges	\$1,305.72

Amount Due By Dec 17, 2015	\$1,305.72
Account Balance	\$1,305.72

How To Shop For Electricity

You can choose the company that supplies your electricity. Visit papowerswitch.com or www.oca.state.pa.us for supplier offers. If you are shopping, know your contract expiration date.

Here's the information you need to shop:
 Bill Account Number: 44303-99003 Rate Schedule: G53
 Current Supplier: PPL Electric Utilities

PPL Electric Utilities price to compare for your rate is \$0.07731 per kWh. This changes the 1st of June and December.

Manage Your Account

Pay Your Bill	Online Options (ppllectric.com)
Online: Visit ppllectric.com	- Report an outage/check outage status
Phone: Call 1-800-342-5775	- Make a payment, view your bill and usage history.
Mail: Use envelope provided	- Sign up for alerts.
ABP: Automatic Bill Pay (see back of stub to enroll)	- Enroll in paperless billing, automatic bill pay, budget billing.
Card: MasterCard, Discover, Visa or debit, call 1-800-672-2413 (service fee applies)	- View your rate schedule at: ppllectric.com/rates

Correspondence:

Customer Services, 827 Hausman Road, Allentown, PA 18104-9392

Other important information on the back of this bill →

Return this stub in the envelope provided with a check payable to PPL Electric Utilities.



PPL Electric Utilities

Sign up for Automatic Bill Pay on the back of this bill stub.

Bill Acct. No.	Due Date	Amount Due
44303-99003	Dec 17, 2015	\$1,305.72

Amount Enclosed:

--	--	--	--	--	--	--	--	--	--

AV 01 010180 02927B 43 A**5DGT



CUSTOM FAB
541 N 4TH ST
DENVER, PA 17517-1456

Approval

Ok To Pay
[Signature]

DEC 07 2015

Acct # 5541-05

Acct# _____

PPL ELECTRIC UTILITIES
2 NORTH 9TH STREET CPC-GENN1
ALLENTOWN, PA 18101-1175



1 8700013057270001305723 4430399003



PPL Electric Utilities



Pay/Manage your account online at ppllectric.com



Questions? Please call our Business Accounts help line by Dec 17. 1-888-220-9991 Opt 4

businessaccounts@pplweb.com

Estimated Bill

Page 3

Bill Acct. No.	Due Date	Amount Due
44303-99003	Dec 17, 2015	\$1,305.72

kWh Use By Meter						
Reading Dates Previous/Present		Meter Number	Meter Constant	Meter Reading Previous/Present		Kilowatt Hours
Oct 27	Nov 30	61054178	1000	00031	00040	9000
Days Billed: 34					Total	9000

010160 2/2



Understanding Your Bill (cont'd)

Type(s) of Meter Readings:

Actual - Measures your monthly electricity use based on an actual reading.

Adjusted - Measures your monthly electricity use based on an actual reading but adjusted for the billing cycle.

Estimated - Determines your monthly electricity use based on the weather and your past usage.

*Federal I.D. 23-0959590

Exhibit “11”

From: Richard McGrath
To: [Worthington, Dennis R](#)
Cc: [Gray, Steven](#)
Subject: RE: Our consistent efforts to cooperate with PP&L continue to be disrupted
Date: Friday, December 11, 2015 1:24:22 PM

Dennis, I am disappointed that you have chosen not to respond to my email of December 2 but since it appears that your organization has been hiding a great deal from me for quite a while, your lack of candor is not surprising. By copy of this email to an old friend connected with the PUC, and a man who has been making inquiries with your legal department for several weeks, I am hoping to get a response from someone as to why my company is not being billed monthly, why and when our chosen electric supplier removed themselves, and who has taken their place. I feel that since the building belongs to me and not the tenant who is obviously attempting to disrupt our utility relationships, I am entitled to full disclosure as regards what is happening. No one that I have spoken to has ever heard of the rule that my request that you cut off power, made in the spring, could not be carried out because there was a tenant, especially one refusing to pay their electric bill.

From: ramcgrath@msn.com
To: drworthington@pplweb.com
CC: ngross@uspipe.com; pciolino@uspipe.com; jhatherly@wynnchurch.com; ggleason@wynnchurch.com
Subject: Our consistent efforts to cooperate with PP&L continue to be disrupted
Date: Wed, 2 Dec 2015 09:20:38 -0500

Dennis,
Since my last email, your file has disappeared from my computer. Would you be kind enough to send along any previous correspondence that you have.

Exhibit “12”

From: Richard McGrath
To: [Worthington, Dennis R](#)
Cc: [Gray, Steven](#); [Norb Gross](#); pciolino@uspipe.com
Subject: RE: Our consistent efforts to cooperate with PP&L continue to be disrupted
Date: Monday, December 14, 2015 10:25:27 AM
Attachments: [image001.png](#)

Dennis,

Thank you for your comprehensive response. Recently my tenant, Custom Fab, was acquired by a company out of Alabama named US Pipe. The CEO of that company has requested that I move all future landlord/ tenant communication to Mr. Norbert Gross whose email address, along with the CEO of that company, is included.

According to Mr. Gross, who seems to avoid putting anything in writing, the electric bill is now being paid by Custom Fab and since we have not received monthly invoices since early this summer, we assumed that you have made some sort of deal behind our back. If we are wrong, we apologize, but the facts lead in one direction.

Custom Fab and our company went to court last December 8 and one of their prominent complaints was a false accusation that we had refused them permission for a separate meter when such a meter is required to separate their share of the electric bill from ours. The fact is that on August 5, 2014 they were given this permission in writing by my then lawyer. We have been waiting for them to follow through on separate metering since their arrival in March 2014 but they have preferred hanging us with the invoice each month despite the fact that the vast majority of the charges belong to them.

Between January and April they refused to pay the invoices from you and Direct Energy and when your company offered, actually threatened, to shut off the energy to our building in May, let the record show that we suggested you do just that because there was no longer

any danger of pipes freezing over the summer. Your company took an unusual position, telling us that it was against the law to refuse electricity to a tenant but since we are not familiar with your laws, we allowed the energy to continue. We had already paid what we believe was our annual share of our electric expense and continue to believe that is the case. Your company installed high-voltage electricity in our tenants facility earlier this year but at that time our tenant did not desire the expense of a separate meter for the 223 phase energy. We have that in a written email from their president in early January. Recently, this company has threatened to bolt on March 1, 2016 and unilaterally breach a lease that binds them until December 1, 2018. Whether they actually choose to leave or not is anyone's guess but my suggestion is that the moment for suspending the 223 phase service has passed for another year but that should not preclude your suspending the high-voltage service installed this past spring. It is my opinion that doing so will result in your bills being brought up to date immediately. You did not follow my advice in May and possibly you will not follow my suggestion in December but we have made every effort to cooperate with you all along.

Any suspension of the 220 service might cause frozen pipes and significant damage to the sprinkler system and plumbing unless you once again wait until the winter has passed. We will work with you but we do not wish to pay for more electricity than our fair share. I think Mr. Stephen Gray is your best source for advice on this matter and I question why your legal department has been so unable or unwilling to work with him.

From: drworthington@pplweb.com

To: ramcgrath@msn.com

Date: Mon, 14 Dec 2015 08:47:21 -0500

Subject: RE: Our consistent efforts to cooperate with PP&L continue to be disrupted

Good morning, Mr. McGrath,

I trust this email finds you well. I apologize for the delay in my reply. I've been out of the office with an extended illness and I am only returning to work today.

On 10/19/2015, the Company posted a payment of \$17,260.92. This payment eliminated all arrearages as of that date. Since then, however, we have not received payment. That is to say, the last two bills have gone unpaid.

\$4,812.67 was due 11/9/2015

\$6,513.57 was due 12/9/2015

The account balance is \$11,326.24, all of which is past due.

I've always been straightforward with you, Mr. McGrath. Again, I apologize for the lack of timeliness in my response to your latest email. As stated in a prior email, the issue with regards to payment is one that you need to resolve with your tenant. PPL Electric's only concern in this matter is that the outstanding electric bill for your building gets paid. It does not concern PPL Electric whether you pay, or your tenant pays.

Thanks

Dennis

Dennis R Worthington | Sr. Quality Assurance Specialist
Regulatory Programs & Business Services | phone: 484.634.3374 |
drworthington@pplweb.com



PPL Electric Utilities
827 Hausman Road
Allentown, PA 18104

From: Richard McGrath [mailto:ramcgrath@msn.com]
Sent: Friday, December 11, 2015 1:24 PM
To: Worthington, Dennis R
Cc: Gray, Steven
Subject: RE: Our consistent efforts to cooperate with PP&L continue to be disrupted

Dennis, I am disappointed that you have chosen not to respond to my email of December 2 but since it appears that your organization has

been hiding a great deal from me for quite a while, your lack of candor is not surprising. By copy of this email to an old friend connected with the PUC, and a man who has been making inquiries with your legal department for several weeks, I am hoping to get a response from someone as to why my company is not being billed monthly, why and when our chosen electric supplier removed themselves, and who has taken their place. I feel that since the building belongs to me and not the tenant who is obviously attempting to disrupt our utility relationships, I am entitled to full disclosure as regards what is happening. No one that I have spoken to has ever heard of the rule that my request that you cut off power, made in the spring, could not be carried out because there was a tenant, especially one refusing to pay their electric bill.

From: ramcgrath@msn.com

To: drworthington@pplweb.com

CC: ngross@uspipe.com; pciolino@uspipe.com; jhatherly@wynnchurch.com; ggleason@wynnchurch.com

Subject: Our consistent efforts to cooperate with PP&L continue to be disrupted

Date: Wed, 2 Dec 2015 09:20:38 -0500

Dennis,

Since my last email, your file has disappeared from my computer.

Would you be kind enough to send along any previous correspondence that you have.

According to a recent conversation with Mr. Norbert Gross, the gentleman who is now in charge of our landlord tenant relationship, Custom Fab has agreed to pay the electric bill and is doing so at this time. This was not my choice, but theirs, but rather than raise an argument, we accepted the situation because our electric use has been reduced considerably since we reduced the space we heat and light from 56,000 ft.² to approximately 12,000 ft.² or just over 20% of our

former, \$3000 per month needs. In addition, it has become quite obvious that our new tenant uses quite a bit more power than we ever did.

You may recall my asking your company to shut off the power sometime in May due to the fact that we were not being reimbursed for the electricity as the lease demanded. The reason for this letter is the fact that in the face of this announcement by Mr. Gross, we received an \$11326.24 invoice from your company in the same week that the Custom Fab lawyer took a \$13,000 deduction, or claims they did, from November rent. The situation is quite confusing and we would like some explanation from you as to whether or not Custom Fab has paid the electric bill because we definitely do not intend to until this matter is cleared up.

The latest threat that we have endured is that they plan to abandon our building by February 28 and break the lease. You have now been forewarned that you are supplying power to a likely deadbeat company at your own risk. Please remember that you were asked to turn off the power in May when there was no danger of freezing pipes but that option is no longer available due to the decision made by your company. I hope this information has been helpful and I would like to hear your response.

The information contained in this message is intended only for the personal and confidential use of the recipient(s) named above. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately, and delete the original message.

Exhibit “13”

Disclosure of Customer Information Policy

Definition	Reference Information
<p>With whom can we discuss an account? (exceptions)</p>	<p>see Customer and Account Transactions</p>
<p>Providing budget bill amount to potential owner</p>	<p>If the owner, landlord, realtor, or potential buyer/renter requests a budget bill amount, give an estimate budget bill amount only (equal to the current Budget Billing amount). Explain the figure may fluctuate based on usage. Never give the exact bill amounts for a location.</p> <p>*As of November 30, 2010, the Budget Bill Estimator can be found in Intelligent Desktop</p>
<p>Request for Usage History</p>	<p>Customers may request information about their own accounts. In these cases, no authorization letter is required and there is no charge. The information will be mailed to the customer's current billing address.</p> <p>For PPL to release usage information to anyone other than the customer, written consent is required.</p> <p>Printable Authorization Form (can be accessed online or printed/mailed to the customer)</p> <p>Mail completed form to: PPL Electric Utilities - Attn: Third-Party Requests Customer Contact Center 627 Hauman Road Allentown, PA 18104-9981</p> <ul style="list-style-type: none"> If the customer is calling to follow up to confirm form was received, email andrea.kirval
<p>Charges for Usage History (no charge if history is mailed to the customer address)</p>	<p>Residential customer - \$2 per account history provided</p> <p>Commercial customer - \$5 per account (this is charged as a registration fee for third party authorization and includes one history or billing statement per account).</p> <p>Recorded demand data (commercial customers) - provided free to ratepayer; charge is \$250 per account for a third party request.</p>

Exhibit “14”

Commonwealth of Pennsylvania
County of Lancaster

Custom Fab, Inc.,

Plaintiff/s

Docket No. CI-14-04444

VS

Richard A. McGrath,

Defendant/s

SUBPOENA TO ATTEND AND TESTIFY

To: Dennis Worthington, PPL Electric Utilities, 827 Hausman Road, Allentown, PA 18104:

[Name(s) of Witness(es)]

1. You are ordered by the Court to come to the offices of Barry G. Goldman, Esq.
[Courtroom or other Place]
at 600 Eden Road, Suite E, Lancaster, Pennsylvania, on September 1, 2016 at 9:30 o'clock A.M.,
to testify on

behalf of Custom Fab, Inc. in the above case, and to remain until excused.

2. And bring with you the following: Any and all documentation in possession of PPL Electric Utilities and/or Dennis Worthington regarding the premises located at 531 North Fourth Street, Denver, Pennsylvania (the "Property"), including but not limited to any and all documents discussing or relating to the termination of electric services to the Property and any and all written correspondence, electronic correspondence, electronic files, or other document to, from, or regarding Richard A. McGrath, Custom Fab, Inc., or the Property.

If you fail to attend or to produce the documents or things required by this subpoena, you may be subject to the sanctions authorized by Rule 234.5 of the Pennsylvania Rules of Civil Procedure, including but not limited to costs, attorney fees and imprisonment.

Requested by:	Custom Fab, Inc.
Attorney:	Samuel E. Wiser, Jr., Esquire
Address:	79 St. Paul Drive, Chambersburg, PA 17201
Telephone:	(717) 263-2121
Identification #:	203665

BY THE COURT:

Date: 8-18-16
Seal of the Court

By: *Katherine Wood*

Official Note: This form of subpoena shall be used whenever a subpoena is issuable under Rule 234.1, including hearings in connection with depositions and before arbitrators, masters, commissioners, etc.

To require the production of documents, or things in addition to testimony, complete paragraph 2.

Exhibit “15”

From: Safford, Kimberly R
Sent: Monday, June 1, 2015 11:49 AM
To: Worthington, Dennis R
Subject: RE: 531 N. Fourth St., Denver, PA

Does 3:45pm work for you? I'm thinking we can then call Atty. Wiser at 4pm.

Thanks,
Kim

Kimberly R. Safford | [Paralegal](#)
Office of General Counsel | phone: (610) 774-5035 | ksafford@pplweb.com

From: Worthington, Dennis R
Sent: Monday, June 01, 2015 10:11 AM
To: Safford, Kimberly R
Subject: RE: 531 N. Fourth St., Denver, PA

To ensure we are all on the same page, why don't we set up a call for the three of us to talk to the tenant's attorney; however, we start the call 10-15 minutes before the tenant's attorney joins us? Would that work?

Dennis

From: Safford, Kimberly R
Sent: Monday, June 01, 2015 10:02 AM
To: Worthington, Dennis R
Subject: RE: 531 N. Fourth St., Denver, PA

Thank you Dennis. The solution you outline below looks like a good option. The attorney for the tenant has been speaking with Atty. Shafer here in OGC and we'd like to have a call with the tenants attorney. Do you feel comfortable if I set something up for the three of us and the tenants atty or would you prefer that I just keep it internal for now?

Thanks,
Kim

Kimberly R. Safford | [Paralegal](#)
Office of General Counsel | phone: (610) 774-5035 | ksafford@pplweb.com

From: Worthington, Dennis R
Sent: Monday, June 01, 2015 9:44 AM
To: Safford, Kimberly R
Subject: RE: 531 N. Fourth St., Denver, PA

Hi Kim,

This account is in the name of Ultimate Sports Co. The account has a 'queued' service termination order pending, meaning that it is likely termination will occur tomorrow.

The average monthly amount of the electric bill is \$973. (The most recent actual bill was \$1741.91, but that was a two-month bill).

Title 66

§ 1527

(a) Application for continued service.--At any time before or after service is terminated by a public utility on account of nonpayment of charges by the landlord ratepayer, the affected tenants may apply to the utility to have service continued or resumed.

(b) Payment of charges by tenants.--A public utility shall not terminate service or shall promptly resume service previously terminated if it receives from the tenants an amount equal to the bill for the affected account of the landlord ratepayer for the billing month preceding the notice to the tenants. Thereafter, the utility shall notify each tenant of the total amount of the bill for the second and each succeeding billing month and, if the tenants fail to make payment of any bill within 30 days of the delivery of the notice to the tenants, the utility may commence termination of service, except that no termination may occur until 30 days after each tenant has been furnished notice of the proposed termination as prescribed in section 1528 (relating to delivery and contents of subsequent termination notice to tenants). The tenant or tenants shall make payment to the utility on account of nonpayment of charges by the landlord ratepayer by check or money order drawn by the tenant to the order of the utility or by cash. In all cases, the tenant shall provide, upon request, reasonable identification to the utility. For the purposes of this section, "reasonable identification" shall include, but not be limited to, a driver's license, photo identification, medical assistance or food stamp identification or any similar document issued by any public agency which contains the name and address of the tenant.

Although it's been infrequent, we have handled situations like the one you describe. It's a manual process for us. When we've been faced with this scenario in the past, we have disclosed to the tenants, in accordance with the regulations above, the amount of the 30-day bill. We told the tenant he could maintain service by paying the 30-day bill each month. Additionally, we tell the tenant he could recover the amount of the payments by deducting the amount of the utility payment from the rent. See below. The law affords the tenant(s) the opportunity to pay the utility, and deduct the amount paid from the rental payment. This is covered under 1529.

§ 1529. Right of tenant to recover payments.

Any tenant who has made a payment to a utility on account of nonpayment of charges by the landlord ratepayer pursuant to this subchapter may subsequently recover the amount paid to the utility either by deducting the amount from any rent or payment on account of taxes or operating expenses then or thereafter due

from the tenant to the person to whom he would otherwise pay his rent or by obtaining reimbursement from the landlord ratepayer.

I just skimmed through the contact history. Mr. McGrath is claiming that the tenant is responsible for bill payment, but refuses to pay. I do not see any documentation that shows we spoke with the tenant.

If you'd like to talk more about this, I am agreeable to a call.

Thanks

Dennis

From: Safford, Kimberly R
Sent: Monday, June 01, 2015 9:10 AM
To: Worthington, Dennis R
Subject: RE: 531 N. Fourth St., Denver, PA

Dennis,

Are you able to tell me the status of collection efforts on this account as of this morning?

If you'd be agreeable, I'd like to set up a call on this. Apparently, there is a tenant leasing a portion of the building from Mr. McGrath who is concerned that power will be terminated as the account is in Mr. McGrath's name and he has not been paying. The tenant is interested in paying the bill to avoid termination of service, but I'm not sure how we would manage that since the account is in McGrath's name. Obviously releasing account information to a third party is a concern and we don't want to get in the middle of their dispute, but I also sympathize with the tenant as I remember Mr. McGrath from a long drawn out complaint proceeding back in 2012.

Let me know if you'd be up for a call or if there is someone else you think should be involved.

Thanks,
Kim

Kimberly R. Safford | Paralegal
Office of General Counsel | phone: (610) 774-5035 | ksafford@pplweb.com

From: Safford, Kimberly R
Sent: Monday, May 11, 2015 4:21 PM
To: Worthington, Dennis R
Subject: RE: 531 N. Fourth St., Denver, PA

Thank you so much! This is very helpful. I'm not sure there is anything to do at this point as Ron Reybitz was just looking for the status of the account. I will follow up if we need to take any action.

Thanks,
Kim

Kimberly R. Safford | [Paralegal](#)

Office of General Counsel | phone: (610) 774-5035 | ksafford@pplweb.com

From: Worthington, Dennis R
Sent: Friday, May 08, 2015 3:36 PM
To: Safford, Kimberly R
Subject: RE: 531 N. Fourth St., Denver, PA

Hi Kim,

You are never a bother. I am here to help.

The account at 531 N. 4th Street, Denver, PA is under the name, Ultimate Sports Co. Account number 20970-90001. The commercial customer's account balance is \$5,456.35. This amount consists of the overdue, \$3,714.44, as well as the current charges, which are \$1,741.91. It appears that this most recent bill is a make-up bill.

The customer is being billed separately by his EGS, Direct Energy.

This account is not currently at risk for service termination. That process will likely begin next Tuesday or Wednesday unless payment is made.

Dennis

From: Safford, Kimberly R
Sent: Friday, May 08, 2015 2:35 PM
To: Worthington, Dennis R
Subject: FW: 531 N. Fourth St., Denver, PA

Dennis,

I hate to keep bothering you with these, but are you able to give me any background on this account? Are they in the termination process? I have been trying to look at the account contacts on this, but I've been having trouble with CTP this week. I was hoping to at least identify the account in question, but due to the issues I've been having, I can't get the search function to work correctly.

The name Richard McGrath sounds so familiar to me, I can't help but think we've dealt with him in the past but I haven't been able to confirm...

Thanks!
-Kim

Kimberly R. Safford | [Paralegal](#)

Office of General Counsel | phone: (610) 774-5035 | ksafford@pplweb.com

From: Reybitz, Ronald J
Sent: Friday, May 01, 2015 12:40 PM
To: Safford, Kimberly R
Subject: FW: 531 N. Fourth St., Denver, PA