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July 25, 2018

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

RE: Ultimate Sports Company, Inc. v. PPL Electric Utilities Corporation
Docket No: C-2017-2633651

Dear Ms. Chiavetta:

Enclosed for eFiling in the above-captioned matter is the Reply Brief of Respondent, PPL Electric Utilities Corporation.

Please note that this filing was eFiled with the Commission on the date indicated above.

Very truly yours,

Kimberly G. Krupka

KIMBERLY G. KRUPKA

Enclosure

cc: Administrative Law Judge Elizabeth Barnes (w/enc.); *via email only*
Thomas E. Groshens, Esquire (w/enc.); *via email only*
Steven C. Gray, Esquire (w/enc.); *via email only*
Kimberly R. Hanson (w/enc.) *via email only*
Shelbie Frederick Bayda (w/enc.) *via email only*

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

ULTIMATE SPORTS COMPANY, INC., Complainant, vs. PPL ELECTRIC UTILITIES CORPORATION, Respondent.	COMPLAINT DOCKET NO. C-2017-2633651

REPLY BRIEF ON BEHALF OF PPL ELECTRIC UTILITIES CORPORATION

PPL Electric Utilities Corporation (hereinafter "PPL Electric") files this Reply Brief in response to the Main Briefs filed on behalf of Ultimate Sports Company, Inc. and the Office of Small Business Advocate on July 11, 2018.[1]

As PPL Electric has set forth comprehensive proposed findings of fact and conclusions of law in its July 11, 2018 Main Brief, it will not reiterate the same herein. Nonetheless, there are multiple points raised by the Complainant as well as the Intervener, which must be addressed for completeness. However, prior to addressing the individual contentions of Complainant and Intervener, it is important to highlight some of the admissions as well as omitted facts in the Brief of Complainant and Intervener.

Complainant and Intervener attempt to rely on law and directives of the Commission with regard to cases interpreting privacy rights vis-a-vis EGS companies and telephone companies. It is telling that neither Complainant nor Intervener has been able to site to one law, Code Provision, or Order applicable to the facts of this case. Specifically, the Briefs of all parties make clear that the situation presented to PPL Electric was unique. Unlike in cases interpreting the right of EGS

[1] It must be noted that the Office of Small Business Advocate indicates that Richard McGrath is a party in the Caption of its cover sheet. However, the only party of record is Ultimate Sports Company, Inc. Mr. McGrath, while an owner of Ultimate Sports Company, Inc., is not a party in his own right.

Entities to obtain usage and billing information for competitive reasons, Ultimate Sports, a tenant of a facility owned by a third party, was attempting to constructively evict, or otherwise gain a litigation advantage, over a legal tenant by depriving the tenant of electrical usage despite there being no safety reason which would preclude the provision of electric service. Specifically, Ultimate Sports admits that the lease agreement required Custom Fab to pay for its own electric usage. (Ultimate Sports Brief at page 2). To further expand on the fact that it was attempting to use PPL Electric to gain a litigation advantage over another tenant, Ultimate Sports actually argues on page 2 of its Brief that Custom Fab sued McGrath, a non-party, and that one of the problems experienced by Ultimate Sports was Custom Fab's failure to pay the monthly electric share. (Ultimate Sports Brief at 3). Accordingly, all parties agree that even prior to any issue with the electric service being brought to the attention of PPL Electric, the tenant, Custom Fab, commenced litigation against Mr. McGrath.

Moreover, Complainant's Brief was less than comprehensive in its allegation that "PPL ignores McGrath's instructions to discontinue electric service to the facility." (Ultimate Sports Brief at 6). Complainant completely ignores the fact that Brandi Martzen called Mr. McGrath, as the representative of Ultimate Sports, to provide Notice of Intent to terminate service. It was during this phone call that even Ultimate Sports acknowledges that Mr. McGrath told Ms. Martzen that the bills were owed by Custom Fab, (Ultimate Sports Brief at 6). While Ultimate Sports indicates it reiterated a request to terminate service to Mr. Worthington, Ultimate Sports fails to acknowledge that it placed a condition on such discontinuation of service. Mr McGrath demanded that Custom Fab, in lawful possession of a facility to which electricity could be provided to safely, would not be permitted to have the account placed in its name. Such fact is indispensable to a determination of the reasonableness of the actions of PPL Electric.

Complainant and Intervener suggest that this court should apply the rules and regulations related to Electric Generation Suppliers to PPL Electric in this instance. However, this completely ignores the rationale for such regulations. Specifically, the Commission has found a need to protect usage and billing information, which may be misused for improper competitive reasons. However, such misuse cannot even be suggested to have occurred in the instant case. PPL Electric was not sharing or using any private information for competitive reasons. Rather, there were two (2) tenants sharing the same meter. The established ratepayer of record had already notified PPL Electric of the obligation of the other ratepayer to pay a portion, if not all, of the bill. Accordingly, PPL Electric was sharing usage and billing information to an entity that was actually utilizing the electricity and which Complainant concurs was responsible for payment of at least a portion of the electricity. Given those facts, it was completely reasonable for PPL Electric to act as it did.

Next, Complainant and Intervener suggest that PPL Electric entered into a payment arrangement with Custom Fab. This is incorrect. Rather, PPL Electric agreed not to terminate electric service so long as the monthly bill was paid. This should not be considered a payment arrangement. Moreover, the public good is actually served by PPL Electric accepting payments presented on an account, without regard to the entity making the payment in order to preserve electricity. One can only imagine what would happen if PPL Electric was presented with payment on an account and refused the payment because the name on the check did not match the name on the account, and electricity was discontinued to a facility. Substantial damage could occur to the facility, and it is likely in such situation PPL Electric would be found to have acted unreasonably. In a similar vein, imagine if PPL Electric refused to accept payment from an adult child on an elderly parent's account, and service was terminated to an elderly ratepayer. Clearly, the best

interest of all are protected by PPL Electric's current policy of accepting any payment presented on a customer's account.

Finally, the uniqueness of this case cannot be overstated. Unfortunately, the ratepayer placed PPL Electric in a lose/lose situation. Had PPL Electric acted as Ultimate Sports now claims was its request, PPL Electric would have been required to terminate existing service to a facility, and thereafter refused to place service in a legal tenant's name, despite no safety justification for denial of service. Such would not serve the best interest of the public. For the foregoing reasons it is respectfully requested that this court deny Complainant's claim and Intervener's request for release.

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DATE: 7/25/18

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

ULTIMATE SPORTS COMPANY, INC., Complainant, vs. PPL ELECTRIC UTILITIES CORPORATION, Respondent.	COMPLAINT DOCKET NO. C-2017-2633651

CERTIFICATE OF SERVICE

This is to certify that the REPLY BRIEF ON BEHALF OF PPL ELECTRIC UTILITIES CORPORATION was emailed to counsel/complainant of record on behalf of Respondents by Email, on this the 25th day of July, 2018.

The Honorable Elizabeth Barnes
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