

PENNSYLVANIA PUBLIC UTILITY COMMISSION

600 Scranton LLC

v.

PPL Electric Utilities Corporation

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C-2019-3014952

**PETITION TO AMEND THE FORMAL COMPLAINT
AND REQUEST IT BE ACCEPTED *NUNC PRO TUNC*
TO ORIGINAL FILING DATE, DECEMBER 13, 2019**

AND NOW comes the Complainant, 600 Scranton LLC, by and through its Counsel, Thomas J. Jones Jr., Esq., pursuant to an Order issued by Administrative Law Judge, Dennis J. Buckley, dated April 23, 2021, bringing this Petition to Amend the Formal Complaint and requesting that the filing be accepted *Nunc Pro Tunc* to the original filing date of December 13, 2019 and setting forth the following in support thereof:

1. After business hours on Thursday December 12, 2019, Respondent, PPL, terminated the electric service being provided 600 Scranton LLC and the 55-acre commercial complex with major Tenants, Vendors and Employees.
2. On Friday December 13, 2019, David Kurtz, the Acting General Manager for 600 Scranton LLC Sugarmans Marketplace, inadvertently signed the Verification as “Inhouse Counsel” and filed a Formal Complaint with the PA Public Utility Commission, naming the undersigned Counsel, Thomas J. Jones Jr., as legal Counsel intended to represent the Complainant before the PUC, though not yet retained at that time.
3. The title “Inhouse Counsel” obviously created some confusion as to the correct technical definition of that title so it was agreed and authorized by Complainant that David Kurtz would hold the title of General Manager to end any confusion or misinterpretation of the term “Inhouse Counsel”.
4. Mr. Kurtz has recently filed another Formal Complaint before the PUC in the matter of a 25 million-gallon undetected water leak at the 600 Scranton LLC Sugarmans Plaza and signed the authorized Verification (naming undersigned as representative

Legal Counsel) of the Formal Complaint against Pa. American Water as “General Manager”. (C-2021-3024207). See Scranton Times Tribune Article dated April 26, 2021 attached hereto as Exhibit A).

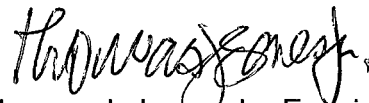
ALJ Buckley addressed the current decision regarding the disqualification of Mr. Kurtz as “Inhouse Counsel” from Verifying the PPL Formal Complaint here, as a result of Mr. Kurtz being disbarred from the practice of law by the Pa. Supreme Court in 2003 and having signed the Formal Complaint as “Inhouse Counsel”.

5. In his Order, ALJ Buckley suggested an efficient remedy to permit the Formal Complaint to proceed on schedule without further delay, that is: “to allow counsel for 600 Scranton to e-file a letter/Petition with the Secretary of the Commission amending the Complaint, providing a verification of the facts contained therein and signed by counsel (at this time, Attorney Jones). Counsel would request that the filing be accepted *nunc pro tunc* citing the original December 13, 2019 filing date of the Complaint”.

6. Accordingly, filed simultaneously with this Petition, is 600 Scranton LLC Amended Formal Complaint, alleging the same facts of the Case as contained in the original filed Formal Complaint on December 13, 2019, providing a Verification of the Facts signed by Counsel, Thomas J. Jones Jr., Esq. and requesting the Amended Formal Complaint be considered filed *nunc pro tunc* as of December 13, 2019.

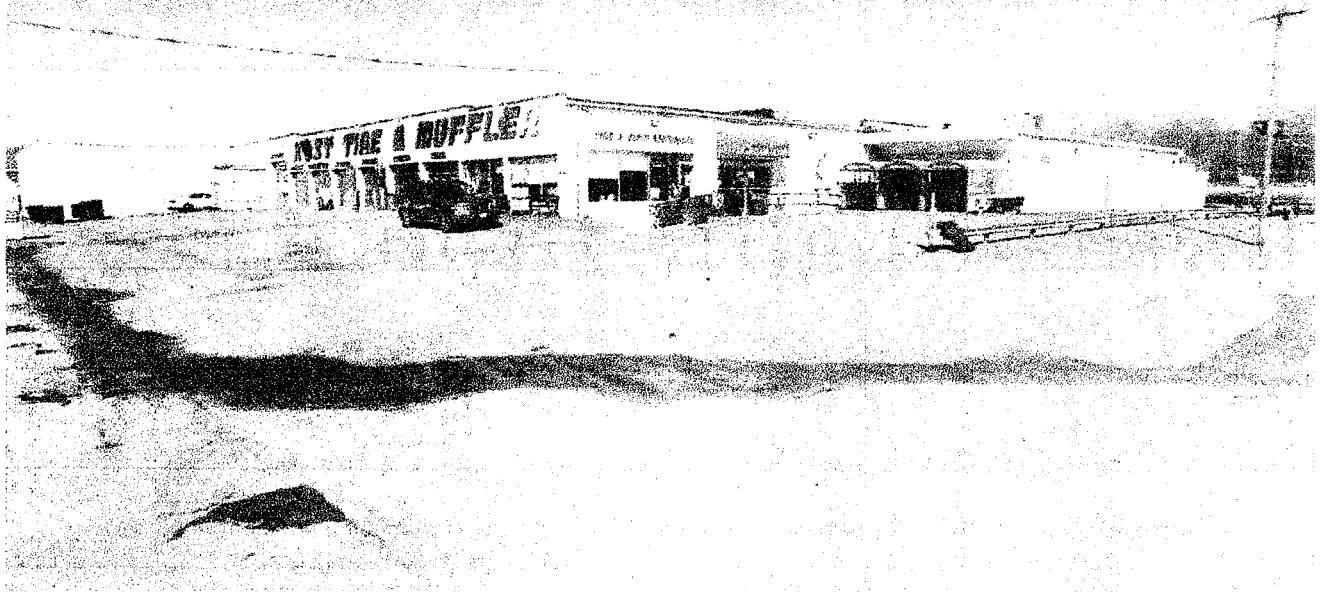
WHEREFORE it is respectfully requested that the Pennsylvania Public Utility Commission grant the within Petition to Amend the Formal Complaint and Request It be Accepted *Nunc Pro Tunc* to the Original Filing Date, December 13, 2019.

Respectfully Petitioned,



Thomas J. Jones, Jr., Esquire
410 Spruce Street, Suite 301
Scranton, PA 18503
tjoneslaw@gmail.com
Counsel for 600 Scranton LLC

EXHIBIT A



BY FRANK WILKES LESNEFSKY
STAFF WRITER

ARCHBALD — After discovering the source of a massive water leak that flooded two businesses in the Sugarman's Plaza, officials believe there could be sinkholes beneath the building.

Plaza General Manager David Kurtz began investigating a potential water main break somewhere around the roughly 500,000-square-foot building at 600 Business Route 6 in Archbald's Eynon section in January when the water bill, normally about 150,000 gallons per month, shot up to 8 million gallons. The plaza lost up to 228,000 gallons of water per day and more than 22 million gallons total from December through April 16 — the day water burst through the floor of Kost Tire & Auto Service, flooding the tire shop and the adjacent P&R Discounts grocery store. Kost and P&R lease space in the plaza.

Preliminary studies indicate there are two sinkholes under Kost Tire, which shares a wall with P&R Discounts, Kurtz said Friday night.

"It's so close to the common wall of P&R, they're concerned," he said.

Project Engineer John Mandarano of KBA Engineering said initial investigations using ground-penetrating radar showed underground voids primarily under Kost's waiting room, but they need to investigate further to determine the size of

*Please see **SUGARMAN'S**, Page A5*

Doug Jordan, Kost Tire store manager, right, shows the level water reached after a water main burst and filled the location with water at the Sugarman's Plaza in Eynon.

beneath?

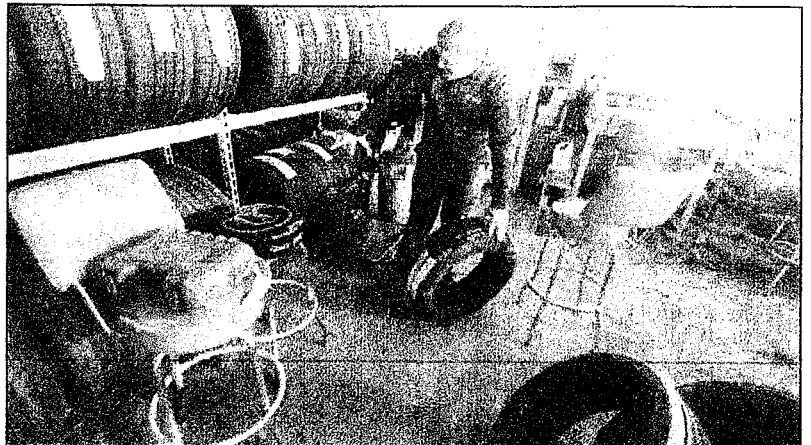
Source of massive water leak recently burst to surface, flooding two Sugarman's tenants and revealing underground voids at the Eynon business plaza.



Water shot nearly 15 feet into the air after it broke through a concrete floor at Kost Tire in the Sugarman's Plaza in Eynon.

Above, the plaza in Eynon, where Kost Tire is a tenant.

JAKE DANNA STEVENS / STAFF PHOTOGRAPHER



JAKE DANNA STEVENS / STAFF PHOTOGRAPHER

the voids. The rest of the building is thought to be fine, Mandarano said, and he believes the voids could be repaired. Smaller voids could be filled with concrete grout, but larger voids would require them to open up the floor and fill them from the surface, he said.

After ruling out the possibility of broken water meters, crews struggled to find the source of the leak, Kurtz said, explaining they brought in multiple leak detection contractors. He also sent an emergency request to Pennsylvania American Water for assistance, although the water main is a private line and not Pennsylvania American Water's responsibility. The utility company sent its leak detection group to the site, but they were unable to find the leak, spokeswoman Susan Turcmanovich said.

It wasn't until sometime overnight April 15 into April 16 that they were able to narrow down the source of the leak when water shot through the concrete floor of Kost Tire, filling the 20,000-square-foot business with two feet of standing water, Kurtz said. P&R Discounts also had about 2 to 3 inches of water inside, he said.

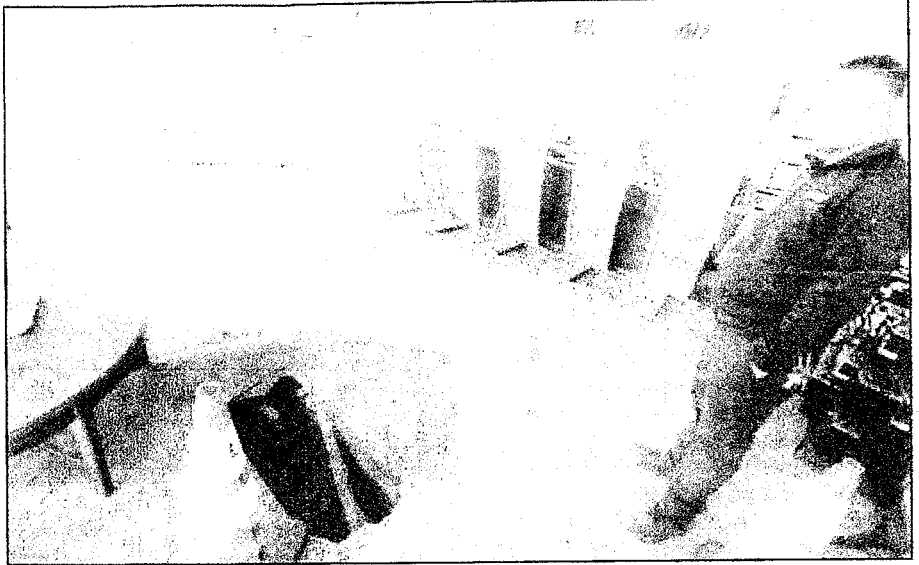
"Had the water not burst through the floor of Kost, everybody was giving up," Kurtz said.

About a week prior on April 10, P&R Discounts posted on Facebook that its Eynon store had to close due to a water main break. They cut water to the building following the Kost Tire flooding, Kurtz said. An official from P&R Discounts declined to comment.

They traced the leak to a water main about 9 feet underground below the wall shared by Kost Tire and P&R Discounts.

Mine maps show a "honeycomb" of old mine shafts 1,000 feet below the businesses, Kurtz said.

They were unable to find water coming to the surface prior to the Kost Tire flooding, so they believe it was going into the mines, Mandarano said. The water burst



JAKE DANNA STEVENS / STAFF PHOTOGRAPHER

Doug Jordan, Kost Tire store manager, stands near a hole that water broke through after a water main burst below Sugarman's Plaza in Eynon.

through Kost Tire's floor when a small leak became a massive one and couldn't flow into the mines fast enough, he said. Debris could have also clogged the channel into the mines, he said.

That flowing water would have caused the voids to form, Mandarano said.

Kurtz and Mandarano attributed the difficulty in finding the leak to both the location of the broken water main and a lack of maps or drawings showing where the pipes were located underground. Previous owners had installed water lines throughout the property, Kurtz said. He thought the lines were intended for additional development on the premises.

Sugarman's, spelled Sugarman's at the time, kept growing and expanding, and at some point, they built on top of the water main, Mandarano said, noting a lack of records. Normally, businesses would either relocate a main or avoid building over it, he said. 600 Scranton LLC, the plaza's current owner, purchased the property in 2017.

The concrete and rebar in the floors, along with pipes crossing above the broken water main, prevented their equipment from detecting it, Mandarano said.

On Friday afternoon, Kost Manager Doug Jordan pointed out a jagged hole with long cracks on either side in the shop's concrete floor. He gestured toward

the 15-foot ceiling, explaining the water shot so high into the air it nearly touched it. The flooding left the floors covered in dirt and sediment, tires filled with water and a dirty waterline circling the interior.

"It was a mess," Jordan said.

It's too early to estimate the total costs for damages, Kurtz and Jordan said.

Jim Schroeder, a newspaper carrier for The Times-Tribune, was delivering the paper at the plaza just before 4 a.m. April 16 when he noticed water outside Kost Tire. At first, he thought they were testing fire hydrants. Then, he saw water shooting out of Kost Tire's walls and pouring from the flooded garage. He called 911.

"The water kept getting deeper and deeper," Schroeder said.

Although Kost and P&R remained closed over the weekend, Tractor Supply, the flea market and a warehouse in the plaza were able to open, Kurtz said. They restored water service to the building Thursday and received the greenlight to reopen Friday.

Kurtz expects an update on the sinkholes today.

In the meantime, Jordan has his employees at Kost working at other locations as he waits for more information until they can reopen.

"We lose a lot of money being closed, that's for

sure," he said.

Contact the writer:
flesnefsky@timeshamrock.com;
570-348-9100 x5181;
@flesnefskyTT on Twitter.

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CERTIFICATE OF SERVICE

I, THOMAS J. JONES Jr., hereby certify that I have served the foregoing Petition to Amend the Formal Complaint and Request it be Accepted Nunc Pro Tunc to Original File Date, December 13, 2019 on the individuals at the addresses set forth below via electronic service.

Administrative Law Judge, Dennis J. Buckley
debuckley@pa.gov

Kimberly G. Krupka, Esq.
GROSS McGINLEY LLP
33 South 7th Street PO Box 4060
Allentown, PA 18105-4060
KKrupka@grossmcginley.com

THOMAS J. JONES, JR., PC

Date: April 29, 2021



BY: Thomas J. Jones Jr., Esquire
Counsel for 600 Scranton LLC

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Amended Formal Complaint

*Filing this form begins a legal proceeding and you will be a party to the case.
If you do not wish to be a party to the case, consider filing an informal complaint.*

To complete this form, please type or print legibly in ink.

1. Customer (Complainant) Information

Provide your name, mailing address, county, telephone number(s), e-mail address and utility account number. It is your responsibility to update the Commission with any changes to your address and to where you want documents mailed to you.

600 Scranton LLC., a Pennsylvania Limited Liability Corporation

Route 6, Scranton/Carbondale Highway Eynon, PA 18403

Lackawanna County

Office: (570) 876 4098 Mobile: (570) 267 8486

E-mail Address: dlkatsugarmans@gmail.com

Utility Account Number: 1829113065

If your complaint involves utility service provided to a different address or in a different name than your mailing address, please list this information below.

Name _____

Street/P.O. Box _____

City _____ State _____ Zip _____

2. Name of Utility or Company (Respondent)

Provide the full name of the utility or company about which you are complaining. The name of your utility or company is on your bill.

**PPL Electric Utilities Co.,
Two, North Ninth Street
Allentown, PA 18101-1179**

X

3. Type of Utility Service

Check the box listing the type of utility service that is the subject of your complaint (check only one):

- ELECTRIC
- GAS
- WATER
- STEAM HEAT
- WASTEWATER/SEWER
- TELEPHONE/TELECOMMUNICATIONS (local, long distance)
- MOTOR CARRIER (e.g. taxi, moving company, limousine)

4. Reason for Complaint

What kind of problem are you having with the utility or company? Check all boxes below that apply and state the reason for your complaint. Explain specifically what you believe the utility or company has done wrong. Provide relevant details including dates, times and places and any other information that may be important. If the complaint is about billing, tell us the amount you believe is not correct. Use additional paper if you need more space. **Your complaint may be dismissed without a hearing if you do not provide specific information.**

- The utility is threatening to shut off my service or has already shut off my service.
- I would like a payment agreement.
- Incorrect charges are on my bill. Provide dates that are important and an explanation about any amounts or charges that you believe are not correct. Attach a copy of the bill(s) in question if you have it/them.

Reasons in Support of Amended Formal Complaint Attached Hereto

- I am having a reliability, safety or quality problem with my utility service. Explain the problem, including dates, times or places and any other relevant details that may be important.
- Other (explain).

Note: If your complaint is only about removing or modifying a municipal lien filed by the City of Philadelphia, the Public Utility Commission (PUC) cannot address it. Only local courts in Philadelphia County can address this type of complaint. The PUC can address a complaint about service or incorrect billing even if that amount is subject to a lien.

In addition, the PUC generally does not handle complaints about cell phone or Internet service, but may be able to resolve a dispute regarding voice communications over the Internet (including the inability to make voice 911/E911 emergency calls) or concerns about high-speed access to Internet service.

5. Requested Relief

How do you want your complaint to be resolved? Explain what you want the PUC to order the utility or company to do. Use additional paper if you need more space.

Requested Relief of Amended Formal Complaint Attached Hereto

Note: The PUC can decide that a customer was not billed correctly and can order billing refunds. The PUC can also fine a utility or company for not following rules and can order a utility or company to correct a problem with your service. Under state law, the PUC cannot decide whether a utility or company should pay customers for loss or damages. Damage claims may be sought in an appropriate civil court.

6. **Protection From Abuse (PFA)**

Has a court granted a “Protection From Abuse” order that is currently in effect for your personal safety or welfare? The PUC needs this information to properly process your complaint so that your identity is not made public.

Note: You must answer this question if your complaint is against a natural gas distribution utility, an electric distribution utility or a water distribution utility AND your complaint is about a problem involving billing, a request to receive service, a security deposit request, termination of service or a request for a payment agreement.

Has a court granted a “Protection From Abuse” order for your personal safety or welfare?

YES

NO

If your answer to the above question is “yes,” attach a copy of the current Protection From Abuse order to this Formal Complaint form.

7. **Prior Utility Contact**

a. Is this an appeal from a decision of the PUC’s Bureau of Consumer Services (BCS)?

YES

NO

Note: If you answered yes, move to Section 8. No further contact with the utility or company is required. If you answered no, answer the question in Section 7 b. and answer the question in Section 7 c. if relevant.

b. If this is not an appeal from a BCS decision, have you spoken to a utility or company representative about this complaint?

YES

NO

Note: You must contact the utility first if (1) you are a residential customer, (2) your complaint is against a natural gas distribution utility, an electric distribution utility or a water utility AND (3) your complaint is about a billing problem, a service problem, a termination of service problem, or a request for a payment agreement.

- c. If you tried to speak to a utility company representative about your complaint but were not able to do so, please explain why.

Note: Even if you are not required to contact the utility or company, you should always try to speak to a utility or company representative about your problem before you file a Formal Complaint with the PUC.

8. **Legal Representation**

If you are filing a Formal Complaint as an individual on your own behalf, you are **not** required to have a lawyer. You may represent yourself at the hearing.

If you are already represented by a lawyer **in this matter**, provide your lawyer's name, address, telephone number, and e-mail address, if known. Please make sure your lawyer is aware of your complaint. If represented by a lawyer, both you and your lawyer must be present at your hearing.

Thomas J. Jones Jr., Esq.
410 Spruce St., Suite 301
Scranton, PA 18503

(570) 342-9296
tjjoneslaw@gmail.com

Note: Corporations, associations, partnerships, limited liability companies and political subdivisions are **required** to have a lawyer represent them at a hearing **and** to file any motions, answers, briefs or other legal pleadings.

9. **Verification and Signature**

You must sign your complaint. Individuals filing a Formal Complaint **must** print or type their name on the line provided in the verification paragraph below and **must** sign and date this form in **ink**. If you do not sign the Formal Complaint, the PUC **will not accept it**.

Verification:

I, Thomas J. Jones, Jr., Esq. hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).


Thomas J. Jones Jr., Esq.

April 29, 2021

Title of authorized employee or officer (only applicable to corporations, associations, partnerships, limited liability companies or political subdivisions)

Note: If the Complainant is a corporation, association, partnership, limited liability company or political subdivision, the verification **must** be signed by an authorized officer or authorized employee. If the Formal Complaint is **not signed** by one of these individuals, the PUC **will not accept it**.

10. **Two Ways to File Your Formal Complaint**

Electronically. You must create an account on the PUC's eFiling system, which may be accessed at <http://www.puc.pa.gov/efiling/default.aspx>.

Note: If you are appealing your Bureau of Consumer Services (BCS) decision, you must file your formal complaint by mail.

Mail. Mail the completed form with your original signature and any attachments, by certified mail, first class mail, or overnight delivery to this address:

Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, Pennsylvania 17120

Note: Formal Complaints sent by fax or e-mail will **not** be accepted.

If you have any questions about filling out this form, please contact the Secretary's Bureau at 717-772-7777.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**STATEMENT IN SUPPORT OF AMENDED FORMAL COMPLAINT
600 SCRANTON LLC AGAINST PPL ELECTRIC UTILITIES CORPORATION**

I. Complainant is 600 Scranton LLC., (hereinafter 600 Scranton) a Pennsylvania Limited Liability Corporation, Owner of a 55-acre tract of land known as the Sugarmans Market Place located at Route 6, Scranton/Carbondale Highway, Eynon PA 18403.

II. Respondent is PPL Electric Utilities Co., (hereinafter PPL) a Pennsylvania Public Utility Electric Distribution Company with a principal business address of Two, North Ninth Street Allentown, PA 18101-1179

III. History of the Case

On June 7, 2016 Sugarman's Plaza Ltd. filed a voluntary petition for relief from its creditors pursuant to Chapter 11 of the Bankruptcy Code, *In re: Sugarman's Plaza Limited Partnership*, United States Bankruptcy Court Eastern District of New York, Chapter 11 Case No.16-42496-ess.

On June 14 and June 28, 2017, the US Bankruptcy Court for the Eastern District of New York entered an Order approving the terms of the Asset Purchase Agreement of the subject premises, Sugarman's Plaza Ltd., Debtor, to Steven Deutsch.

Steven Deutsch formed the Pennsylvania Limited Liability Corporation, 600 Scranton LLC, on June 20, 2017 to purchase the Assets of the Bankrupt Estate inclusive of the real property from the Debtor, Sugarman's Plaza Ltd. pursuant to Section 363(f) of the US Bankruptcy Code.

On July 7, 2017 pursuant to the Order of the Bankruptcy Judge, Sugarman's Plaza Ltd. sold by recorded Deed, the Sugarmans premises located at Route 6 Scranton Carbondale Highway Eynon, Pa. 18403 to 600 Scranton LLC, Complainant herein. Representatives of 600 Scranton LLC did not take possession of the premises until early August 2017.

By correspondence dated July 11, 2017, PPL gave Notice it had received a request to begin electric service at the Sugarmans premises beginning July 12, 2017. (PPL Notice 7/11/17 attached Exhibit A). There is no record of any principal, agent, representative or employee of 600 Scranton LLC (hereinafter 600 Scranton or Claimant) requesting electric service at that time and the documentation of the request for electric service is the first item of formal discovery by Complainant.

On or about August 15, 2017, 600 Scranton LLC received PPL Billing Statements for electric service July 12 to August 10 for Account No. 18291-13047 LP4-RTP, Meter No. 93397312, 506 kW and 168,000 kWh-\$12,535.65; and Account No. 86019-31019 GS1, Meter No. 10351014, 5.6 kW and 3224 kWh-\$926.38; and Account No. 98347-48014 GS3, Meter No. 14396787, \$2,974.67. The total bill in the amount of \$16,464.60 was paid on August 29, 2017 (PPL Billing 8/10/17 and Payment attached as Exhibit B)

600 Scranton LLC records show no PPL bills for September, October and 2 small bills in November for GS1 and GS3 Accounts (PPL Billing for July through November 2017 Discovery Request No. 2).

In December 2017, PPL served 600 Scranton LLC with 4 separate bills for 5 Accounts, LP4-RTP Service and 2 GS1 and 2 GS3 Accounts. 600 Scranton LLC has no record of the December 2017 PPL Billing (December 2017 PPL Billing Discovery Request No. 2).

Additionally, in December 2017 PPL arranged to combine all 5 Accounts into one "Summary Billing Account No. 58579-25006" and began billing in that manner January 2018 through until the present day. 600 Scranton LLC has no record of the Agreement for the Summary Billing Account (December 2017 Agreement for PPL Summary Billing Discovery Request No.3).

600 Scranton LLC has only a few of the Summary Account Billing Statements through 2018 (March, May, June and November) and the Summary Billing Accounts (January 1, 2018 to November 1, 2019) are included in the PPL Billing Discovery Request No. 2).

The March 2018 Summary Billing Account No. 58579-25006 includes the 5 separate Accounts, however original LP4-RTP Account No. 18291-13047 created in July, August 2017 apparently was renumbered to Account No. 18291-13065 and shows no consumption for the entire billing period, but a balance on the Account of \$140,542.79 and the amount of \$90,189.42 for the current monthly charge. (This alarming and confusing Summary Bill of March 2018 is attached hereto as Exhibit C)

The May 2018 Summary Billing Account No. 58579-25006 shows the current monthly charge of \$38,629.12, and the June 2018 Summary Billing Account shows the current monthly charge was within the range of normal monthly service with a charge of \$13,825.49.

The June 2018 Summary Billing Account also demonstrates the range of normal monthly service charge in the amount of \$13,829.45, however, the Electric Rate Charge is identified as M1 and not LP4-RTP. A search of the PPL Tariff Rates on file with the PUC, do not show any Rate M1 anywhere. (Summary Bill of June 2018 is attached hereto as Exhibit D)

In July of 2018 only 2 things were clear regarding the application for new electric service on the Sugarman's Premises and the Electric Utility Accounting plus Billing for the Electric Rate charged being the most expensive a Business Owner would have to pay: 1) From August 2017 through most of 2018, there was very negligent and incompetent local management of 600 Scranton LLC at the Sugarman's premises with shoddy bookkeeping and missing records; and 2) The initiation, accounting and billing of a new business customer account was confused at best and not within the regulatory standards of a public utility providing just, reasonable and efficient service.

Starting in August 2018 until March of 2019, the Complainant and PPL engaged in negotiations and recriminations with Complainant making regular periodic payments of

substantial amounts to cover current months electric usage. PPL meanwhile was accumulating late fees, penalties and interest rising in the amount of \$157,000 by March 2019.

Leading up to March 2019, 600 Scranton LLC had developed an Energy Plan consistent with Act 129 standards of energy efficiency and conservation measures to reduce electricity consumption and demand.

In August of 2018, 600 Scranton LLC notified PPL that it was requesting an electrical audit of the Sugarman's Premises to develop a plan to lower costs and promote energy conservation.¹ The request also proposed to have the 3 tenants located on the exterior of the building (Tractor Supply, Kost Tire and P&R Discount Foods) and the 1 Tenant adjacent in the parking lot (Enterprise Rental) to be separately Smart Metered.

Since it was published and advertised PPL would be in Lackawanna County from August through December 2018 installing Smart Meters pursuant to Act 129, 600 Scranton LLC thought the request timely to have all its major tenants to meet their energy needs separately metered and this would have 150,000 sq. feet of the building in compliance with the spirit and meaning of the Act. The request was ignored by PPL and Complainant later learned from PPL, it is the PPL policy a tenant must be the person requesting to be metered separately.

Enterprise is now separately metered and Tractor Supply readily agreed to be separately metered and was, although the first 6 months after being hooked up, it was not billed by PPL and its energy charges were still included with the 600 Scranton LLC billing for electric service. Kost Tire also agreed, however, since it shared a common wall with P&R Discount Foods, that vehemently opposed separate meters and refused to request a separate Smart Meter, no wonder, being by far the largest energy consumer, it was not practical for Kost to be separately metered at the time.

The Sugarman's premises located 9 miles North of the City of Scranton, is a 55-acre tract of land zoned Highway Commercial. The building is mostly one story approximately 500,000 square feet in size. Over 250,000 square feet of space is devoted to a warehouse consisting of a small office with 4 employees, 3 computers and a printer. Approximately 100,000 square feet in the center of the building is an indoor bazaar or flea market with 45-50 Vendors. The market is only open on weekends, Off-Peak Electrical Demand Hours. The entire Building HVAC is provided by natural gas energy.

The obvious plan that best meets the highest standard of energy efficiency and conservation measures to reduce electricity consumption and demand on the Sugarman's² premises, and within the PPL & PJM Demand Capacity: 600 Scranton LLC facilitates large business tenants to be separately metered with the Smart ones and continues to conduct its Low Demand Warehouse and Off Peak Market Bazaar. Solar panels and a permitted wind turbine on the Sugarman's premises, the Leeward side of the 1,000-foot elevation of the small mountain range directly to the west, would make the project an environmental as well as a business success. Maybe even a net generator of electricity to the grid.

PPL says in response that may well all be good...but, pay up what we claim you owe us for the most expensive rate charged a new business owner because the tariff rate is a PUC approved rate. And, pursuant to Rule 1 of the filed Tariff, no PPL Officer or Employee can compromise in favor for or against a customer by altering an approved rate.

¹The "Quality Assurance" Provision of the Pa. Consumer Choice and Fair Competition Act, 66 Pa.C.S 2801 et. seq. states the EDC should be, after request: 1) "auditing of buildings, equipment and processes to determine cost effectiveness of energy efficiency and conservation measures"; and permitting 2) "independent inspection of completed energy efficiency and conservation measures."

²Sugarmans without the apostrophe is a Trademark matter. OCA defines the "least cost over time" standard as changing the role of the DSP from that of a passive purchaser of default supplies at market prices and places on the DSP an affirmative obligation to assess which products will produce the lowest costs to customers.

In March 2019 the impasse between PPL and 600 Scranton LLC reached critical mass. PPL served a 10 Day Shut Off Notice and 600 Scranton LLC filed an Informal Complaint with the PUC Office of Consumer Services with a copy to the PUC Office of Small Business Advocate.³

Further, in March 2019, 600 Scranton LLC faced a directly related disastrous consequence of the PPL Policy that prevented the commercial landlord from making the Application for the Tenant to be placed on a separate meter, requiring instead, the tenant be the one to make the application.

As mentioned above, the owner of P&R Discount Foods refused to be separately metered, despite his 10 Year Lease specifically requiring separate metering for electricity unlike the other tenants that had no such provision.

When 600 Scranton LLC notified P&R it would terminate the lease for breach of the explicit clause to be separately metered, the owner filed a mandatory injunction preventing lease termination and withheld \$15,500 in monthly rent and the unreasonably low \$3,000 monthly cost for electric service fixed by a Lease Addendum entered into just before Chaim Laufer and Sugarman's Plaza Ltd, predecessor owner to 600 Scranton LLC, filed for bankruptcy protection in June 2016. *AKSD Discount Stores, LLC. a/k/a P&R Discount v. Steven Deutsch and his Operating Entity*, 2018 CV 2675 Lack. Co.

The Owner of P&R dragged out litigation for 7 months in bad faith withholding monthly rent and the fixed electric cost contribution, meanwhile 600 Scranton LLC had to carry the lost revenue and intolerably high expense to pay for P&R's excessive use of electricity. Adding insult to ironic injury, the P&R Owner was the second highest bidder to purchase the Sugarman's Premises out of the bankruptcy and was leveraging his position as tenant to create financial distress for 600 Scranton LLC.

He purposefully and knowingly manipulated the policy of PPL to require the commercial tenant to approve and make application for separate Smart Meters and not the building

owner and landlord. And, PPL was the unwitting co-conspirator in his tortious interference of claimant's business. When notified of the financial harm caused by P&R and the exploitation of the unreasonable PPL policy requiring tenant approval and control for separate metering, the Company's response was sorry, not our problem.

Of course, 600 Scranton LLC could never be awarded damages or refunds from PPL within the jurisdiction of the PUC, however a civil action before a different forum may provide a remedy should the PUC rule in favor of the claim brought by 600 Scranton LLC here.

³ It is Claimant's belief that if it were permitted to successfully have the large electric consumer Tenants placed on separate Smart Meters, the operation of Warehouse and Weekend Market would be rated as a Small Business.

There was no response from the PUC Small Business Advocate to notice of the Informal Complaint or to the Mediation

C-2019-3014952 600 SCRANTON LLC V. PPL ELECTRIC UTILITIES CORP.

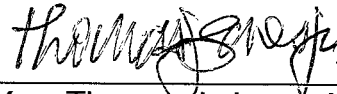
CERTIFICATE OF SERVICE

I, THOMAS J. JONES Jr., hereby certify that I have served the foregoing Amended Formal Complaint on the individuals at the addresses set forth below via electronic service.

Administrative Law Judge, Dennis J. Buckley
debuckley@pa.gov

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KKrupka@grossmcginley.com

THOMAS J. JONES, JR., PC



BY: Thomas J. Jones Jr., Esquire

Date: April 29, 2021