

**COMMONWEALTH OF PENNSYLVANIA  
BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

GTI PENNSYLVANIA, LLC,	:	
	:	
Complainant,	:	DOCKET NO.
	:	
v.	:	
	:	
PPL ELECTRIC UTILITIES	:	
CORPORATION,	:	
	:	
Respondent.	:	

**PETITION OF GTI PENNSYLVANIA, LLC FOR EMERGENCY ORDER**

Pursuant to 52 Pa. Code §§ 3.1–3.3, GTI Pennsylvania, LLC (“Complainant” or “GTI”), by and through its undersigned counsel, hereby files this Petition for Emergency Order seeking the issuance of emergency relief by the Pennsylvania Public Utility Commission (“Commission”) enjoining and restraining Respondent PPL Electric Utilities Corporation (“Respondent” or “PPL”) from terminating the supply of electric service to GTI’s Danville, Pennsylvania facility based on GTI’s nonpayment of a disputed amount under the parties’ Agreement for Construction of Electric Service Facilities dated November 30, 2021 (“Construction Agreement”).

As set out in more detail in GTI’s Complaint, filed contemporaneously herewith, PPL believes that GTI owes it about \$477,000 for services rendered by PPL under the Construction Agreement. GTI vehemently disputes this. The parties had negotiated the appropriateness of this disputed amount for several months, but PPL has made clear that it is finished negotiating. And without any basis in the parties’ Construction Agreement or PPL’s tariff, PPL has threatened to terminate service to GTI’s facility unless it gets the payment that it wants. This is an emergency, and GTI requires the Commission’s immediate intervention—lest PPL put at risk the hundreds of thousands of Pennsylvanians who rely on GTI’s critical medical services.

## **BACKGROUND**<sup>1</sup>

### **A. The Parties**

1. Complainant is GTI Pennsylvania, LLC, which is a Pennsylvania limited liability company with a business address at 401 East Market Street, Danville, Pennsylvania 17821.

2. Respondent is PPL Electric Utilities Corporation, which is a Pennsylvania corporation with a business address at 2 North 9th Street, Allentown, Pennsylvania 18101.

3. The Pennsylvania Public Utility Commission, with a mailing address of 400 North Street, Harrisburg, Pennsylvania 17120, is a duly constituted agency of the Commonwealth of Pennsylvania empowered to regulate public utilities within the Commonwealth pursuant to the Public Utility Code. 66 Pa. C.S. §§ 101, *et seq.*

4. The Commission regulates public utilities that “provid[e] facilities for the jurisdictional transmission and distribution of electricity to retail customers,” such as Respondent. 66 Pa. C.S. §§ 102, 2803.

### **B. GTI and PPL Contract to Upgrade the Electrical Infrastructure at a GTI Facility**

5. Green Thumb Industries Inc. is a publicly traded company that maintains critical healthcare infrastructure status in the Commonwealth of Pennsylvania through its subsidiary GTI. Affidavit of Bret Kravitz in Support of Petition of GTI Pennsylvania, LLC for Emergency Order (“Aff. of Bret Kravitz”) ¶ 2.

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<sup>1</sup> A full recitation of the factual background is set forth in GTI’s Complaint, filed contemporaneously herewith, and is incorporated by reference herein.

6. GTI serves the needs of approximately 450,000 Pennsylvania medical marijuana patients and employs approximately 250 people at its Danville, Pennsylvania facility (“Facility”). Aff. of Bret Kravitz ¶ 3.

7. In 2021, to meet the growing demands of medical marijuana patients in the Commonwealth, GTI discussed and agreed with PPL that certain electrical infrastructure would need to be upgraded to ensure adequate power at the Facility (“Work”). Aff. of Bret Kravitz ¶ 4.

8. On May 18, 2021, PPL sent GTI a “GTI Rapid Response Request” providing a high-level understanding of the Work. It also expressly acknowledged GTI’s requested in-service date of December 31, 2021. Aff. of Bret Kravitz ¶ 5.

9. Over the next several months, GTI and PPL worked cooperatively to define the full scope of the Work. Aff. of Bret Kravitz ¶ 6.

10. On November 16, 2021, PPL sent GTI an invoice in the amount of \$653,451.31 for the Work. Aff. of Bret Kravitz ¶ 7.

11. On November 18, 2021, PPL sent GTI a Final Method of Supply (“MOS”). Aff. of Bret Kravitz ¶ 8; *see generally* Ex. 1.<sup>2</sup>

12. The MOS acknowledged that “[t]he requested in-service (RIS) date is 12/31/2021.” Ex. 1 at 1.

13. Under the heading “Cost Estimate,” the MOS set out the full scope of the Work for which GTI was responsible for paying, an estimated cost responsibility of \$653,451.31, and a caveat that the final project cost was expected to be within +/- 20% of the estimate cost. *See* Ex. 1 at 2.

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<sup>2</sup> All exhibits cited are attached to GTI’s Complaint.

14. On November 22, 2021, PPL began on-site construction at the Facility. Aff. of Bret Kravitz ¶ 9.

15. On November 29, 2021, GTI sent PPL a check in the amount of \$653,451.31—the amount invoiced by PPL and quoted on the MOS for the Work (in full recognition of GTI’s in-service date of December 31, 2021).<sup>3</sup> Aff. of Bret Kravitz ¶ 12.

16. GTI and PPL then entered the Construction Agreement, dated November 30, 2021. *See generally* Ex. 2.

### **C. The Construction Agreement**

17. In the recitals to the Construction Agreement, PPL acknowledges that it is a Pennsylvania “public utility” and “electric distribution company,” as defined in Sections 102 and 2803 of the Pennsylvania Public Utility Code, 66 Pa. C.S.A §§ 102, 2803, that offers electric service to customers pursuant to its tariff approved by the Pennsylvania Public Utility Commission (“Commission”) presently in effect, as the same may be amended from time to time, a copy of which is available at [www.pplelectric.com](http://www.pplelectric.com) (“Tariff”) . . . .

Ex. 2 (recitals).

18. PPL further “agree[d] to perform certain work for the construction of electric service facilities required to provide electric services to Customer at Customer Facility, all in accordance with the terms and conditions set forth herein and the Tariff.” Ex. 2 (recitals).

19. Along similar lines, PPL agreed that its “obligations hereunder are subject to . . . the Tariff” and that the Tariff constitutes part of the entire agreement. Ex. 2 §§ 13, 21.

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<sup>3</sup> PPL confirmed that it had received this check on December 8, 2023. Aff. of Bret Kravitz ¶ 13.

20. Substantively, the Construction Agreement sets out the “PPL EU Scope of Work” in Schedule 1, the “Customer Scope of Work” in Schedule 2, and the “Schedule of Work” in Schedule 3. *See* Ex. 2 §§ 1–3.

21. Under Section 5 of the Construction Agreement,

Any material change, modification, increase or reduction to the PPL EU Scope of Work, the Schedule of Work, and/or Customer Scope of Work ***shall be subject to the prior mutual written agreement of the Parties***, which agreement shall not be unreasonably withheld, conditioned or delayed. ***No material change***, modification, increase or reduction in the PPL EU Scope of Work, the Schedule of Work, and/or the Customer Scope of Work ***shall be effective unless the Scope of Work Amendment or Modification Form, which is attached hereto as Schedule 4, is executed by duly authorized representatives of the Parties.***

Ex. 2 § 5 (emphasis added).

22. In other words, GTI and PPL must mutually execute a Scope of Work Amendment or Modification Form to effectuate any material change to the scope of either party’s work; a party may not make such a change unilaterally.

23. Payment for the Work is governed by Section 6 of the Construction Agreement.

24. Under Section 6(b), GTI was to pay PPL a Payment Estimate of \$653,451.31 upon execution of the Construction Agreement. Ex. 2 § 6(b). PPL did, in fact, receive this payment from GTI. Aff. of Bret Kravitz ¶ 14.

25. Under Section 6(c), after the Work was performed, PPL was to provide GTI with a Payment Reconciliation Statement reflecting the difference between the Payment Estimate and the costs that PPL actually incurred in performing the Work. Ex. 2 § 6(b). If PPL actually incurred costs in excess of the Payment Estimate, then PPL would issue a Reconciliation Invoice to substantiate the additional amount owed by GTI. *Id.*

**D. PPL Completes the Work and Then Reappears 14 Months Later Demanding Payment of the Disputed Amount**

26. On February 14, 2022, PPL completed the Work. Aff. of Bret Kravitz ¶ 15.

27. On April 20, 2023—over 14 months later, and with no prior notice—PPL emailed GTI to request that GTI pay it an additional \$477,866.36 (“Disputed Amount”). *See generally* Ex. 3; *see also* Aff. of Bret Kravitz ¶ 16. PPL’s email attached an un-itemized invoice purporting to substantiate the Disputed Amount, which represented an increase of about 73% from the amount of the Payment Estimate of \$653,451.31 that GTI had already paid. *See* Ex. 3 at 21–22; *see also* Aff. of Bret Kravitz ¶ 17.

28. Throughout June of 2023, GTI sought, and PPL sought to provide, documentation specifically showing the overages that resulted in the Disputed Amount and that these overages were attributable to the work performed for GTI only. Ex. 3 at 18–20; *see also* Aff. of Bret Kravitz ¶ 18.

29. Negotiations picked up again in November of 2023, when PPL provided GTI with a set of invoices and a table purporting to show the categories of overages that resulted in the Disputed Amount. Ex. 3 at 17–18.

30. On November 29, 2023, GTI noted several concerns with the Disputed Amount—namely, (i) that PPL had represented that the final bill would not vary more than 20% from the Payment Estimate, (ii) that the project nearly doubled in cost despite GTI not having given prior approval of what it deemed to be a material change in the scope of the Work, and (iii) that PPL had made it difficult for GTI to verify any of these costs by bringing them to GTI’s attention so long after completion of the Work. Ex. 3 at 16–17.

31. On December 8, 2023, PPL attempted to shift the blame for the Disputed Amount to GTI:

[T]he reasons that the actuals were significantly higher than the estimates was a result of PPL Electric accommodating GTI’s aggressive schedule. . . . Reflecting on this project, GTI had very aggressive milestones and deadlines to get this project in service, in addition to issues obtaining land/right of way for the project. PPL, at the request of GTI preformed additional work evaluating alternative line routes, worked out of sequence, over the weekend, and under energized conditions to get power to your site in good faith that GTI would pay associated costs.

Ex. 3 at 15–16. PPL then made its first of many attempts to threaten GTI with “termination of service” to the Facility should GTI fail to pay the Disputed Amount within 45 days (i.e., by January 22, 2023). *Id.* at 16; Aff. of Bret Kravitz ¶ 20.

32. On January 4, 2023, GTI explained that the parties had agreed that PPL would obtain GTI’s approval prior to making any material change to the scope of the project and that GTI reasonably believed that the project would remain within 20% of the Payment Estimate. Moreover, to the extent that GTI’s timeline is what caused the Disputed Amount, PPL was aware of the timeline at the time it calculated the Payment Estimate. Ex. 3 at 15.

**E. Months Later, PPL Again Threatens to Terminate Service, Cowing GTI Into Agreeing to a Payment Plan for the Disputed Amount**

33. On April 15, 2024—over three months after the last correspondence between the parties—GTI received a demand letter from PPL (“Demand Letter”). *See generally* Ex. 4.

34. In the Demand Letter, PPL again maintained that GTI was to blame for the Disputed Amount:

[T]he reason that the Reconciliation Invoice was more than the original estimate is that PPL Electric had to perform extra work to accommodate GTI’s requests. GTI requested that PPL Electric meet its aggressive milestones and deadlines to get its project in service. This was in addition to issues obtaining land/right of way for the project. The Company, at the request of GTI performed additional work evaluating alternative line routes, worked out of sequence, worked over the weekend, and worked under energized conditions to get power to the GTI Facility in good faith that GTI would pay associated costs.

Ex. 4 at 1.

35. And PPL again threatened to terminate power at GTI's Facility should GTI not succumb to PPL's demands: "PPL Electric requires payment of the Reconciliation Invoice, in the amount of \$477,866.36 within 30 days of the date of this letter [i.e., by May 15, 2024]. If payment is not received in that timeframe PPL Electric will immediately terminate electric service to the GTI Facility." Ex. 4 at 1; *see also* Aff. of Bret Kravitz ¶ 21.

36. On April 23, 2024, GTI responded to the Demand Letter with its own letter ("Response Letter"). *See generally* Ex. 5.

37. Among other things, the Response Letter noted that "PPL [had] never presented a Scope of Work Amendment or Modification form, and based on GTI's exhaustive review of its files, there [had been] no communication from PPL stating that the schedule or scope of the Work had changed in any way that would necessitate such a cost increase." Ex. 5 at 4.

38. On April 24, 2024, counsel for the parties had a substantive discussion of these issues by phone. *See* Ex. 3 at 11–12.

39. In a follow-up email the same day, GTI sought assurances from PPL that PPL would not shut off power at the Facility until 30 days from the date of the Demand Letter, noting that "over 450,000 medical patients in Pennsylvania[] are relying on that assurance." Ex. 3 at 11. GTI also stated its intent to contact Governor Shapiro's office over PPL's use of "strong-arm public utility tactics to recover the disputed funds." *Id.*

40. On April 25, 2024, PPL confirmed that it would not terminate service before May 15, 2024. Ex. 3 at 10.

41. In early May 2024, GTI attempted to negotiate a partial payment of the Disputed Amount (20% over the Payment Estimate), yet PPL rejected that offer, insisting that it was owed the full amount. *See* Ex. 3 at 9–11. On May 7, 2024, PPL stated that it would provide GTI with a

detailed summary of the additional charges and, fortunately, agreed not to terminate service at the Facility prior to May 31, 2024. *Id.* at 9; *see also* Aff. of Bret Kravitz ¶ 22.

42. As of May 21, 2024, PPL had not delivered GTI its revised billing summary, so GTI requested an extension on the power cutoff date to June 14, 2024. Ex. 3 at 8–9. GTI reiterated its offer to resolve the dispute at 20% over the Payment Estimate. *Id.* at 9.

43. The next day, PPL agreed to the extension to June 14, 2024. Ex. 3 at 8; *see also* Aff. of Bret Kravitz ¶ 23.

44. As of June 4, 2024—10 days before the threatened power shutoff—PPL *still* had not provided the promised substantiation of the Disputed Amount. Ex. 3 7–8. GTI stressed that it could not run its business under constant threat of a power shutoff, one that would cause substantial harm to hundreds of thousands of Pennsylvanians. *Id.* at 7.

45. Also on June 4, 2024, PPL insisted that it would not budge from its demand for the entire Disputed Amount; the most that it could do was consider putting GTI on a payment plan. Ex. 3 at 6–7. PPL provided GTI with documents and emails purporting to show that PPL was simply following GTI’s instructions with the understanding that GTI would pay whatever amounts PPL incurred. *Id.* In the same email, PPL also extended the shutoff date to June 30, 2024. *Id.* at 6; *see also* Aff. of Bret Kravitz ¶ 24.

46. On June 24, 2024, GTI explained that most of the emails provided by PPL were dated prior to November 30, 2021, the date of the Construction Agreement, and were therefore irrelevant to any modification of the scope or cost of the Work. Ex. 3 at 4–5. And the emails did not show that PPL had requested GTI’s authorization to make material modifications as required by the Construction Agreement. *Id.* at 5. Finally, many documents that PPL provided did not

relate to the Work at the Facility. *Id.* GTI requested a call with PPL to discuss further, and it requested an extension of the shutoff from June 30, 2024 to the end of July. *Id.*

47. On June 27, 2024, PPL rejected both requests: PPL would be shutting off the Facility’s power in three days. Ex. 3 at 3. It offered to put GTI a payment plan, the only concession that PPL would make. *Id.*; *see also* Aff. of Bret Kravitz ¶ 25.

48. GTI had no choice but to yield. *See* Ex. 3 at 2–3.

49. The terms of the payment plan were as follows:

First payment of 50% (due Friday, June 28): \$238,933.18  
Second payment of 2/3 of the remaining balance (due Sept 1): \$159,288.79  
Third payment of remaining 1/3 balance (due Dec 1): \$79,644.39  
PPL acknowledges that GTI reserves the right to dispute payment.  
PPL reserves the right to terminate for non-payment.

Ex. 3 at 1.

50. GTI made the June 28, 2024 payment of \$238,933.18, and it did so under protest.

Aff. of Bret Kravitz ¶ 27.

51. PPL confirmed receipt of this payment. Aff. of Bret Kravitz ¶ 28.

**F. PPL’s Tariff Does Not Permit Termination of Service for Nonpayment of the Disputed Amount**

52. As explained in detail above, the basis for PPL’s threat to terminate service at GTI’s Facility has always been nonpayment of the Disputed Amount—the costs and fees that PPL claims to have incurred over and above the Payment Estimate of \$653,451.31.

53. Yet PPL has never cited a section of the Construction Agreement or a rule under its Tariff allowing it to take such drastic action over nonpayment of an amount reasonably in dispute. Aff. of Bret Kravitz ¶ 29.

54. Rule 10 of PPL’s Tariff governs “Disconnection and Reconnection of Service.”

Ex. 6.

55. Rule 10(B)(2) enumerates the specific bases on which PPL “may terminate the supply of electric service . . . upon notice to customer when appropriate . . .” Ex. 6.

56. None of the enumerated circumstances apply here.

57. Nonpayment is a basis for PPL to disconnect electric service *only* in the case of an “undisputed” delinquent account. And the Disputed Amount has always been just that: disputed.

### **REQUEST FOR EMERGENCY ORDER**

#### **A. Applicable Legal Standards**

58. Section 502 of the Public Utility Code authorizes the Commission to use its equitable powers to restrain violations of the Public Utility Code, applicable regulations, and/or orders of the PUC, and to enforce obedience with respect to same. 66 Pa. C.S. § 502.

59. Section 1302 of the Public Utility Code provides, in part, “Under such regulations as the commission may prescribe, every public utility shall file with the commission . . . tariffs showing all rates established by it and collected or enforced, or to be collected or enforced, within the jurisdiction of the commission.” 66 Pa. C.S. § 1302.

60. “A PUC-approved tariff is prima facie reasonable, has the full force of law, and is binding on the utility . . .” *Povacz v. Pa. Pub. Util. Comm’n*, 280 A.3d 975, 994 n.18 (Pa. 2022) (first citing 66 Pa.C.S. § 316; and then citing *Lynch v. Pa. Pub. Util. Comm’n*, 594 A.2d 816 (Pa. Cmwlth. 1991), *appeal denied*, 605 A.2d 335 (1992)). Public utilities are “required to apply the language in the existing tariff as approved by the Commission. In other words, if the tariff is clear, then the utility must apply it uniformly to its customers.” *PPL Elec. Utilities Corp. v. Pa. Pub. Util. Comm’n*, 912 A.2d 386, 402 (Pa. Cmwlth. 2006).

61. Here, PPL's threat to shut off power to GTI's Facility in violation of its Tariff constitutes an emergency, and the Commission is specifically empowered to issue appropriate orders to prevent it from occurring. 52 Pa. Code § 3.3(a).

62. An "emergency" is "[a] situation which presents a clear and present danger to life or property or which is uncontested and requires action prior to the next scheduled public meeting."

*Id.* § 3.1. A petitioner must support its petition for emergency order with

a verified statement of facts which establishes the existence of an emergency, including facts to support the following: (1) The petitioner's right to relief is clear. (2) The need for relief is immediate. (3) The injury would be irreparable if relief is not granted. (4) The relief requested is not injurious to the public interest.

52 Pa. Code § 3.2(b).

#### **B. Basis for Emergency Relief**

63. GTI requires emergency relief to prevent PPL from terminating electric service to the Facility. Should PPL make good on its threat to terminate service at the Facility, the health of hundreds of thousands of Pennsylvania's who rely on GTI's services will be put at risk. Aff. of Bret Kravitz ¶¶ 3, 31. This situation "presents a clear and present danger to life" (in addition to jeopardizing GTI's business and property), so it qualifies as an "emergency" under 52 Pa. Code § 3.1.

64. GTI's right to relief is clear. PPL's Tariff specifically enumerates the circumstances under which PPL may terminate service and the supply of electricity. None of those circumstances are present here; instead, PPL seeks to terminate service for nonpayment of an amount that GTI has reasonably and consistently disputed under the Construction Agreement. *PPL Elec. Utilities Corp.*, 912 A.2d at 402 ("[T]he utility is required to apply the language in the existing tariff as approved by the Commission. In other words, if the tariff is clear, then the utility must apply it uniformly to its customers."). In threatening to terminate power, PPL has cited no

rule in the Tariff, no provision in the Construction Agreement, and no other applicable law authorizing it to terminate power based on a disagreement over the Disputed Amount. Aff. of Bret Kravitz ¶ 29.

65. GTI's need for relief is immediate. The parties' correspondence makes clear that PPL is finished negotiating. Any missed payment by GTI will result in loss of power to the Facility. PPL has put GTI in a situation presenting a clear and present danger to GTI as a business and the health of hundreds of thousands of Pennsylvanians who rely on GTI's services. Aff. of Bret Kravitz ¶¶ 3, 31.

66. Absent intervention by the Commission, GTI and those Pennsylvanians will suffer irreparable harm. GTI's business cannot operate without electricity. And if PPL were to pull the plug, the resulting harm would evade quantification. Aff. of Bret Kravitz ¶ 31.

67. Finally, restraining PPL would not be injurious to the public interest—quite the opposite. By restraining PPL, the Commission would make clear that public utilities cannot bully their customers into paying amounts reasonably in dispute. Aff. of Bret Kravitz ¶ 32.

68. The Commission should issue an order enjoining and restraining PPL from terminating the supply of electric service to GTI's Facility based on GTI's nonpayment of the Disputed Amount.

**REQUEST FOR RELIEF**

WHEREFORE, Complainant GTI Pennsylvania, LLC respectfully requests that the Commission enter an order:

- A. Issue an Emergency Order enjoining and restraining PPL from terminating the supply of electric service to GTI's Facility based on GTI's nonpayment of the Disputed Amount until the underlying dispute is resolved; and
- B. Granting GTI such other relief as the Commission deems just and proper.

**FOX ROTHSCHILD LLP**

By: /s/ Brett A. Berman

Brett A. Berman, Esquire

Griffin A. Schoenbaum, Esquire

Identification Nos. 204843/329784

2000 Market Street, 20th Floor

Philadelphia, PA 19103

Phone: (215) 299-2000

Fax: (215) 299-2150

Email: [bberman@foxrothschild.com](mailto:bberman@foxrothschild.com)

[gschoenbaum@foxrothschild.com](mailto:gschoenbaum@foxrothschild.com)

Dated: August 8, 2024

**COMMONWEALTH OF PENNSYLVANIA  
BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

GTI PENNSYLVANIA, LLC,	:	
	:	
Complainant,	:	DOCKET NO.
	:	
v.	:	
	:	
PPL ELECTRIC UTILITIES	:	
CORPORATION,	:	
	:	
Respondent.	:	

**AFFIDAVIT OF BRET KRAVITZ IN SUPPORT OF  
PETITION OF GTI PENNSYLVANIA, LLC FOR EMERGENCY ORDER**

STATE OF Illinois )  
  ) ss:  
COUNTY OF COOK )

Bret Kravitz, being duly sworn, deposes and says:

1. I am the General Counsel of Green Thumb Industries Inc., which is the ultimate parent company of Complainant GTI Pennsylvania, LLC (“Complainant” or “GTI”) in the above-captioned action, and I have knowledge of the facts presented herein.
2. Green Thumb Industries Inc. is a publicly traded company that maintains critical healthcare infrastructure status in the Commonwealth of Pennsylvania through its subsidiary GTI.
3. GTI serves the needs of approximately 450,000 Pennsylvania medical marijuana patients and employs approximately 250 people at its Danville, Pennsylvania facility (“Facility”).
4. In 2021, to meet the growing demands of medical marijuana patients in the Commonwealth, GTI discussed and agreed with PPL that certain electrical infrastructure would need to be upgraded to ensure adequate power at the Facility (“Work”).

5. On May 18, 2021, PPL sent GTI a “GTI Rapid Response Request” providing a high-level understanding of the Work.
6. Over the next several months, GTI and PPL worked cooperatively to define the full scope of the Work.
7. On November 16, 2021, PPL sent GTI an invoice in the amount of \$653,451.31 for the Work.
8. On November 18, 2021, PPL sent GTI a Final Method of Supply (“MOS”).
9. On November 22, 2021, PPL began on-site construction at the Facility.
10. Soon after, PPL notified GTI that certain necessary components would not be delivered until January 22, 2022 and that the tentative energization date was scheduled for January 31, 2022 after installation and testing.
11. On November 23, 2021, PPL informed GTI that the invoiced amount of \$653,451.31 “[w]as calculated by our estimators. We try to make sure this invoice is as close as possible to the costs to establish service. We do have a +/- 20% clause but we try to avoid charging over the calculated costs.”
12. On November 29, 2021, GTI sent PPL a check in the amount of \$653,451.31—the amount invoiced by PPL and quoted on the MOS for the Work.
13. PPL confirmed that it had received this check on December 8, 2023.
14. PPL received GTI’s Payment Estimate in the amount of \$653,451.31.
15. On February 14, 2022, PPL completed the Work.
16. On April 20, 2023—over 14 months later, and with no prior notice—PPL emailed GTI to request that GTI pay it an additional \$477,866.36 (“Disputed Amount”).

17. PPL's email attached an un-itemized invoice purporting to substantiate the Disputed Amount, which represented an increase of about 73% from the amount of the Payment Estimate of \$653,451.31 that GTI had already paid.

18. Throughout June of 2023, GTI sought, and PPL sought to provide, documentation specifically showing the overages that resulted in the Disputed Amount and that these overages were attributable to the work performed for GTI only.

19. On December 8, 2023, after months of negotiation regarding the appropriateness of the Disputed Amount and the adequacy of the documentary support that PPL provided for it, PPL made its first threat to terminate service at GTI's Facility.

20. PPL threatened to terminate service should GTI fail to pay the Disputed Amount by January 22, 2023.

21. On April 15, 2024, PPL again threatened to terminate service should GTI fail to pay the Disputed Amount—this time by May 15, 2024.

22. On May 7, 2024, PPL extended the deadline for terminating service, should GTI fail to pay the Disputed Amount in full, to May 31, 2024.

23. On May 22, 2024, PPL extended the deadline for terminating service, should GTI fail to pay the Disputed Amount in full, to June 14, 2024.

24. On June 4, 2024, PPL extended the deadline for terminating service, should GTI fail to pay the Disputed Amount in full, to June 30, 2024.

25. On June 27, 2024, PPL refused to extend the deadline for terminating service any further. Instead, PPL and GTI entered into a payment plan under which PPL reserved the right to terminate service to GTI's Facility for non-payment of any portion of the Disputed Amount in accordance with the payment plan.

26. PPL acknowledged that GTI reserved the right to dispute payment of any amounts paid in accordance with the payment plan.

27. On June 28, 2024, GTI paid PPL \$238,933.18 under protest. This amount was the first installment contemplated by the parties' payment plan for the Disputed Amount.

28. PPL confirmed receipt of this payment of \$238,933.18.

29. PPL has never cited a section of the Construction Agreement or a rule under its Tariff entitling it to terminate power to the Facility over nonpayment of an amount reasonably in dispute.

30. PPL never reached out to GTI about executing a Scope of Work Amendment or Modification Form.

31. PPL's threat to terminate power to the Facility over nonpayment of an amount reasonably in dispute presents a clear and present danger to GTI as a business and the health of hundreds of thousands of Pennsylvanians who rely on GTI's services. Such danger constitutes irreparable harm, which cannot be remedied by monetary damages.

32. Enjoining and restraining PPL from terminating power to the Facility over nonpayment of the Disputed Amount would not be injurious to the public interest. In fact, it would advance the public interest by discouraging public utilities from bullying their customers into paying amounts reasonably in dispute.

*Bret Kravitz*

Bret Kravitz, General Counsel  
Green Thumb Industries Inc.

Sworn and Subscribed before me this 7 day of August, 2024.

*Jacklyn Samantha Misch*  
Notary Public

My Commission Expires: October 11, 2026



**CERTIFICATE OF SERVICE**

I hereby certify that on August 8, 2024, I caused a copy of the foregoing documents to be served as follows pursuant to 52 Pa. Code § 1.54:

**BY ELECTRONIC MAIL**

Michael J. Shafer, Esq.  
645 Hamilton Street, Suite 700  
Allentown, PA 18101  
[MJShafer@pplweb.com](mailto:MJShafer@pplweb.com)

**BY ELECTRONIC MAIL**

Kimberly A. Klock, Esq.  
645 Hamilton Street, Suite 700  
Allentown, PA 18101  
[KKlock@pplweb.com](mailto:KKlock@pplweb.com)

**BY ELECTRONIC MAIL**

Wendy E. Stark, Esq.  
645 Hamilton Street, Suite 700  
Allentown, PA 18101  
[WStark@pplweb.com](mailto:WStark@pplweb.com)

Dated: August 8, 2024

*/s/ Brett A. Berman* \_\_\_\_\_

Brett A. Berman, Esquire

**COMMONWEALTH OF PENNSYLVANIA  
BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

GTI PENNSYLVANIA, LLC,	:	
	:	
Complainant,	:	DOCKET NO.
	:	
v.	:	
	:	
PPL ELECTRIC UTILITIES	:	
CORPORATION,	:	
	:	
Respondent.	:	

**EMERGENCY ORDER**

AND NOW, this \_\_\_ day of \_\_\_ 2024, upon consideration of the Petition for Emergency Order (“Petition”) filed by Complainant GTI Pennsylvania, LLC (“Complainant”), it is hereby ordered as follows:

1. The Petition is GRANTED.
2. Respondent PPL Electric Utilities Corporation (“Respondent”) is ENJOINED and RESTRAINED from terminating the supply of electric service to Complainant’s Danville, Pennsylvania facility until the dispute regarding the \$477,866.36 demanded by Respondent from Complainant is resolved.

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