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September 18, 2024

**VIA ELECTRONIC FILING**

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2nd Floor North  
P.O. Box 3265  
Harrisburg, PA 17105-3265

**Re: *GTI Pennsylvania, LLC v. PPL Electric Utilities Corporation,***  
**Docket No. C-2024-3050633**

Dear Secretary Chiavetta:

Attached for filing is Complainant GTI Pennsylvania, LLC's Reply to New Matter of Respondent PPL Electric Utilities Corporation. Copies will be provided as indicated on the Certificate of Service.

Very truly yours,

Brett A. Berman

BAB/gs  
Attachments

cc: Certificate of Service

A Pennsylvania Limited Liability Partnership

California Colorado Delaware District of Columbia Florida Georgia Illinois Minnesota Nevada  
New Jersey New York North Carolina **Pennsylvania** South Carolina Texas Virginia Washington

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**CERTIFICATE OF SERVICE**

I hereby certify that on September 18, 2024, I caused a copy of Complainant GTI Pennsylvania, LLC's Reply to New Matter of Respondent PPL Electric Utilities Corporation to be served as follows pursuant to 52 Pa. Code § 1.54:

**VIA ELECTRONIC MAIL**

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Dated: September 18, 2024

/s/ Brett A. Berman  
Brett A. Berman, Esquire

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

GTI PENNSYLVANIA, LLC,	:	
	:	
Complainant,	:	Docket No. C-2024-3050633
	:	
v.	:	
	:	
PPL ELECTRIC UTILITIES	:	
CORPORATION,	:	
	:	
Respondent.	:	

**COMPLAINANT GTI PENNSYLVANIA, LLC’S REPLY TO NEW MATTER OF  
RESPONDENT PPL ELECTRIC UTILITIES CORPORATION**

Pursuant to 52 Pa. Code § 5.63, GTI Pennsylvania, LLC (“Complainant” or “GTI”), by and through its undersigned counsel, hereby files this reply to the new matter asserted by PPL Electric Utilities Corporation (“Respondent” or “PPL”) on August 29, 2024 (“New Matter”).

**REPLY TO NEW MATTER**

1. GTI incorporates by reference Paragraphs 1 through 11 of its Formal Complaint and Paragraphs 1 through 83 of Exhibit A to its Formal Complaint as if fully set forth herein.

2. Admitted in part and denied in part. It is admitted that on August 9, 2024, GTI served PPL with a copy of the Formal Complaint. By way of further response, the Formal Complaint is a written document, the contents of which speak for themselves. To the extent that the allegations in Paragraph 2 of PPL’s New Matter are contrary to the contents of the Formal Complaint, they are specifically denied.

3. Admitted in part and denied in part. It is admitted that on November 30, 2021, GTI and PPL entered into the Construction Agreement. By way of further response, the Construction Agreement is a written document, the contents of which speak for themselves. To the extent that

the allegations in Paragraph 3 of PPL's New Matter are contrary to the contents of the Construction Agreement, they are specifically denied.

4. Denied. The Construction Agreement is a written document, the contents of which speak for themselves. To the extent that the allegations in Paragraph 4 of PPL's New Matter are contrary to the contents of the Construction Agreement, they are specifically denied.

5. Denied. The Construction Agreement is a written document, the contents of which speak for themselves. To the extent that the allegations in Paragraph 5 of PPL's New Matter are contrary to the contents of the Construction Agreement, they are specifically denied.

6. Admitted in part and denied in part. It is admitted that \$653,451.31 was the amount due under the Payment Estimate and that GTI paid that sum. It is further admitted that PPL work started off-site from Danville the week of August 23, 2021 and that PPL construction onsite started on November 22, 2021. It is denied that final restoration was completed on March 7, 2022. GTI denies the remaining allegations of this paragraph.

7. Admitted in part and denied in part. It is admitted that on April 20, 2023, PPL emailed GTI a final invoice. It is also admitted that GTI did not pay the invoiced amount within 30 days of receipt. It is denied that PPL incurred unexpected costs on the project due to GTI's demands or delays. Finally, the April 20, 2023 email and the Construction Agreement are written documents, the contents of which speak for themselves. To the extent that the allegations in Paragraph 7 of PPL's New Matter are contrary to the contents of the April 20, 2023 email and the Construction Agreement, they are specifically denied.

8. Admitted.

9. Denied. Paragraph 9 of PPL's New Matter contains allegations that constitute legal conclusions to which no response is required. To the extent that a response is required, the

allegations are specifically denied. By way of further response, PPL's Tariff and the Construction Agreement are written documents, the contents of which speak for themselves. To the extent that the allegations in Paragraph 9 of PPL's New Matter are contrary to the contents of PPL's Tariff and the Construction Agreement, they are specifically denied.

10. Admitted in part and denied in part. It is admitted that PPL and GTI negotiated extensions of the date on which PPL would terminate power to GTI's Facility, but it is denied that PPL extended GTI's deadline for payment (except to the extent that the parties' payment plan constitutes such an extension). It is further admitted that on June 28, 2024, GTI made its first payment under the payment plan, which it did under protest. It is further denied that PPL provided documentation substantiating the amount that PPL demanded GTI to pay.

11. Admitted in part and denied in part. It is denied that GTI owes PPL any amount under the Construction Agreement or PPL's Tariff. It is admitted that PPL extended electric facilities under the Construction Agreement and provides 69 kV electric service to GTI's Danville, Pennsylvania facility pursuant to Rate Schedule LP-5.

12. Denied. PPL's Tariff is a written document, the contents of which speak for themselves. To the extent that the allegations in Paragraph 12 of PPL's New Matter are contrary to the contents of PPL's Tariff, they are specifically denied.

13. Denied. PPL's Tariff is a written document, the contents of which speak for themselves. To the extent that the allegations in Paragraph 13 of PPL's New Matter are contrary to the contents of PPL's Tariff, they are specifically denied.

14. Denied. PPL's Tariff is a written document, the contents of which speak for themselves. To the extent that the allegations in Paragraph 14 of PPL's New Matter are contrary to the contents of PPL's Tariff, they are specifically denied. Finally, Paragraph 14 of PPL's New

Matter contains allegations that constitute legal conclusions to which no response is required. To the extent that a response is required, the allegations are specifically denied.

15. Denied. Paragraph 15 of PPL's New Matter is an allegation that constitutes a legal conclusion to which no response is required. To the extent that a response is required, the allegation is specifically denied.

16. Denied. Paragraph 16 of PPL's New Matter is an allegation that constitutes a legal conclusion to which no response is required. To the extent that a response is required, the allegation is specifically denied.

17. Denied. Paragraph 17 of PPL's New Matter is a request for relief to which no response is required. To the extent that a response is required, GTI denies that PPL is entitled to the requested relief.

WHEREFORE, Complainant GTI Pennsylvania, LLC respectfully requests that the Commission dismiss PPL Electric Utilities Corporation's New Matter with prejudice and grant Complainant GTI Pennsylvania, LLC such other relief as the Commission deems just and proper.

**FOX ROTHSCHILD LLP**

By: /s/ Brett A. Berman

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Dated: September 18, 2024