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May 27, 2025

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120

**Re: Clovernote Holdings, LLC v. Hudson Energy Services, LLC
and Duquesne Light Company
Docket No. F-2024-3048157
Our File No.: 12550.0023**

Dear Secretary Chiavetta,

Enclosed please find the Reply to New Matter of Hudson Energy Services, LLC filed on behalf of Complainant, Clovernote Holdings, LLC (“Clovernote”), in the above-referenced matter. Copies are being provided per the Certificate of Service.

Please contact me if you have any questions regarding this request.

Very truly yours,

Richard W. Kelly, Jr.

/kmo
Enclosure

2019. It is admitted that Clovernote receives metering and delivery services of the commodity electricity at the premises from Duquesne Light Company (“Duquesne Light”).

11. Admitted in part and denied in part. It is denied that the two purported contracts between Clovernote and Hudson were properly entered into and/or properly executed. The averment that Clovernote signed a supply agreement for the premises for sixty months refers entirely to a written document. The document speaks for itself. It is denied that a contract between Clovernote and Hudson was properly entered into. As to the averment that Hudson received notice from Duquesne Light advising that Clovernote had dropped Hudson as its electricity supplier, after reasonable investigation, Clovernote lacks knowledge or information sufficient to form a belief and strict proof thereof, if relevant, is demanded at the time of hearing. It is admitted that Hudson sent to Clovernote a request for payment of an Exit Fee. It is denied that Clovernote owes to Hudson any Exit Fee. It is admitted that Clovernote has not paid to Hudson an Exit Fee.

12. Admitted in part and denied in part. It is denied that a second agreement was properly entered into between Clovernote and Hudson or that such an agreement was properly executed between Clovernote and Hudson. As to the averment that Hudson was advised by Duquesne Light that Clovernote had dropped Hudson as a supplier, after reasonable investigation, Clovernote lacks knowledge or information sufficient to form a belief and strict proof thereof, if relevant, is demanded at the time of hearing. It is admitted that Hudson sent to Clovernote a request for payment of an Exit Fee. It is denied that Clovernote owes any Exit Fee to Hudson. It is admitted that Clovernote has not paid an Exit Fee to Hudson.

13. Admitted in part and denied in part. After reasonable investigation, Clovernote lacks knowledge or information sufficient to form a belief as to the averments relating to the contact of Hudson by the Commission. If deemed to be relevant, Clovernote demands strict proof thereof at the time of hearing. It is admitted that on October 24, 2023, Hudson sent to Clovernote a letter requesting information on the allegation into Clovernote. It is admitted that Clovernote did not respond to the letter. As to what Hudson concluded after its alleged full investigation, Clovernote is, after reasonable investigation, without knowledge or information sufficient to form a belief. If determined to be relevant, strict proof thereof is demanded at the time of hearing.

14. Denied. After reasonable investigation, Clovernote is without knowledge or information sufficient to form a belief as to the averment relating to the alleged communication by Duquesne Light to Hudson in February 2024. It is denied that the error resulted in a credit of

\$43,400.13 to Clovernote. Clovernote believes and therefore avers that the credit should be substantially greater than \$43,400.13. It is denied that Clovernote owes any Exit Fee to Hudson.

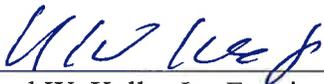
15. Admitted.

16. Denied. After reasonable investigation, Clovernote is without knowledge or information sufficient to form a belief as to the averments of Paragraph 16. Strict proof of those averments is demanded, if relevant, at the time of hearing. It is admitted that Clovernote filed its formal Complaint with the Commission.

WHEREFORE, Clovernote requests that the Commission grant to Clovernote the relief requested in the Complaint.

Respectfully submitted,

SHERRARD, GERMAN & KELLY, P.C.

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Date: 5-27-25

Counsel for Complainant, Clovernote Holdings, LLC

CERTIFICATE OF SERVICE

I hereby certify that this day I served a copy of the Reply to New Matter of Hudson Energy Services, LLC upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code § 1.54.

Via Electronic Mail

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Via Electronic Filing

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Harrisburg, PA 17120

Date: _____

5-17-25

Richard W. Kelly, Jr., Esquire