

Consolidated Response of Complainant to Preliminary Objections and Answer/New Matter

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Via Electronic Filing

Secretary

Pennsylvania Public Utility Commission

Commonwealth Keystone Building

400 North Street

Harrisburg, PA 17120

Re: Carly Lapiers v. Interstate Gas Supply, LLC d/b/a IGS Energy

Docket No. C-2025-3059273

Dear Secretary:

I submit this letter as my consolidated response to the Preliminary Objections and to the Answer and New Matter filed by Interstate Gas Supply, LLC d/b/a IGS Energy (“IGS”). I respectfully request that the Commission overrule the Preliminary Objections and permit this matter to proceed so that the relevant facts may be fully developed. Alternatively, should the Commission determine that dismissal is appropriate at this stage, I respectfully request that any dismissal be entered without prejudice so that the issues raised may be revisited upon further factual development or in an appropriate forum.

Nature of the Complaint and Commission Jurisdiction

My Complaint does not seek regulation of the general sale, leasing, or installation of residential solar equipment. Rather, it concerns electric generation interconnected to the distribution system, including interconnection approval, net-metering eligibility, and representations and filings affecting electric service. Interconnection and net metering are Commission-regulated processes. Conduct, representations, or filings related to those processes fall within the Commission’s electric jurisdiction, regardless of solar equipment involvement. Whether the conduct alleged sufficiently implicates Commission-regulated activity presents factual questions that cannot be resolved at the pleading stage.

Entity Identity, Contractors, and Responsibility

IGS asserts that Interstate Gas Supply, LLC is not the proper party because certain conduct was allegedly carried out by IGS Solar or other entities. The Complaint alleges conduct arising from a coordinated business arrangement involving interconnection-related representations and filings. Whether Respondent acted directly or through contractors, agents, or affiliated entities acting on its behalf presents factual questions requiring development of the record. If amendment or substitution of parties is appropriate, such procedural remedies are indicated- not dismissal.

Response to Answer and New Matter

To the extent required, I respond to IGS’s New Matter as follows: I admit only that IGS Solar and Interstate Gas Supply, LLC are distinct legal entities under IGS Energy. I deny any implication that such distinction precludes Commission jurisdiction or responsibility arising from conduct related to Commission-regulated processes or filings. I deny that none of the actions

alleged in the Complaint were taken by Interstate Gas Supply, LLC, and I deny that Respondent is insulated from responsibility where conduct was carried out by contractors, agents, or affiliated entities acting within a coordinated business arrangement. Any allegation not expressly admitted is denied.

Lease Execution and Post-Signature Issues

I do not dispute that I received an email on September 4, after the system was installed and running, confirming that the solar lease had reached “completed signature” status. My concern is whether the lease was amended, altered, or supplemented after execution, despite being represented as fully executed before that date. Discrepancies between the lease as it existed at execution and later versions relied upon for system specifications, production representations, and interconnection-related documentation raise material questions regarding document integrity, mutual assent, and enforceability.

Unauthorized Signatures and Interconnection Filings

The Complaint also raises concerns regarding unauthorized or forged signatures on documents associated with the solar project, including documents relied upon relative to interconnection and net-metering approval. As a matter of law and basic administrative practice, documents bearing unauthorized or forged signatures are void and without legal effect regardless of the stage of an application or proceeding in which they are submitted. Such defects are not cured by subsequent processing, approval, or reliance and directly implicate the integrity of the interconnection process itself.

Production Representations and Performance Concerns

Sales representatives made specific representations regarding expected system production and bill offset, which were material to my decision to enter the lease. Subsequent documentation reflects changes to system specifications and production guarantees that do not align with those representations. Actual system production, as reflected in inverter monitoring data and utility billing, has not aligned with expected or represented performance, resulting in continued household electric consumption and billing.

Request Regarding Any Dismissal

If the Commission determines that dismissal is appropriate notwithstanding the foregoing, I respectfully request that any dismissal be entered without prejudice so that the issues raised, particularly those involving interconnection-related conduct, document integrity, production representations, and responsibility for contractor or affiliate actions may be revisited upon further factual development or in an appropriate forum.

Conclusion

For the foregoing reasons, I respectfully request that the Commission overrule IGS's Preliminary Objections and permit this matter to proceed. In the alternative, I request that any dismissal be entered without prejudice.

Respectfully submitted,

Carly Lapiers