

MEMBER PENNSYLVANIA  
AND NEW JERSEY BARS



WEB SITE: LAW-BROOKS.COM  
E-MAIL: ATTORNEY@LAW-BROOKS.COM

252 West Swamp Road, Suite 13  
Doylestown, Pennsylvania 18901  
(215) 230-3761

March 9, 2026

*VIA ELECTRONIC FILING*

Matthew L. Homsher, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, Filing Room  
Harrisburg, PA 17120

**RE: *Inova Energy LLC v. Corning Energy Corporation, et al.***  
**Docket No. C-2026-3060035**

Dear Secretary Homsher:

Enclosed for electronic filing in the above-captioned proceeding, please find Complainant's *Reply to New Matter* pursuant to 52 Pa. Code § 5.63.

Attached are:

1. *Reply to New Matter* (with Verification); and
2. *Certificate of Service*

Please contact undersigned counsel with any questions regarding this filing.

Respectfully submitted,

Michael J. Brooks, Esquire  
Counsel for Complainant  
Inova Energy, LLC

MJB/dab

cc: Whitney E. Snyder, Esquire

Before the Pennsylvania Public Utility Commission

INOVA ENERGY LLC

Complainant,

v.

CORNING ENERGY CORPORATION, *f/k/a*  
CORNING NATURAL GAS HOLDING  
CORPORATION and  
PIKE COUNTY LIGHT & POWER

Respondents.

Docket No. C-2026-3060035

REPLY TO NEW MATTER  
PURSUANT TO 52 PA. CODE  
§5.63

*Civil Action*

**REPLY TO NEW MATTER PURSUANT TO 52 PA. CODE §5.63**

Complainant, Inova Energy, LLC, responds to Defendant's *New Matter*, Paragraphs 166–211, as follows:

1. **Paragraph 166 (Failure to state a claim):** Denied. Complainant asserts that the *Formal Complaint* alleges facts sufficient to state a claim under 66 Pa.C.S. § 701 and 52 Pa. Code § 5.21 and that dismissal is not warranted.
2. **Paragraph 167 (Reliance on historic documents / access to information):** Denied. Complainant asserts that all relevant communications and documentation cited in the *Complaint* reflect current obligations and that Pike has not provided all information required under the Public Utility Code and Commission regulations.
3. **Paragraphs 168–172 and related waiver arguments (Docket No. P-2018-3005165 / P-2018-3002709):** Admit that Pike County Light & Power Company (“Pike”) received a waiver of certain EDI requirements and that some information may be provided pursuant to the terms of the 2018–2019 Default Service Plan settlement. Deny that such waiver or settlement relieves Pike of its continuing obligations under the Public Utility Code, Commission regulations, or subsequent Commission directives to provide Inova Energy, LLC (“Inova”) with information reasonably necessary to carry out its duties as an Electric Generation Supplier. Deny that Pike’s historical waivers or settlements excuse any failure to provide requested information that is available and required under applicable law.

LAW OFFICES  
MICHAEL J. BROOKS, ESQUIRE

*Attorney at Law*

252 West Swamp Road, Suite 13  
Doylestown, Pennsylvania 18901  
(215) 230-3761

MICHAEL J.  
BROOKS  
ESQUIRE

*Attorney @ Law*

4. **Paragraphs 167, 211** (Requests for dismissal): Denied. Complainant asserts that the *Complaint* states a claim for which relief may be granted and that historical waivers or prior communications do not bar or defeat the claims.
5. **Paragraphs 173–211 (Claims regarding information requests, POR program, Peak Load Contribution, “cap tags,” NYISO data, and other EGS information)**: Deny each and every allegation to the extent it is vague, ambiguous, or implies that Pike has fulfilled all obligations under law or Commission regulations, or that Inova’s requests were improper, and specifically deny that Pike’s obligations are limited to only what was addressed in prior waivers, settlements, or historical communications. Complainant specifically denies that any omission of certain hourly or NYISO data constitutes compliance with applicable law, as Pike is required to provide information reasonably necessary for Inova to perform its duties under the Public Utility Code and Commission regulations. The following subparts break down the allegations of Paragraphs 173–211 for clarity and specificity in response:

- a. **Purchase of Receivables (POR) Program**: Deny any suggestion that Inova’s requests regarding the POR program were improper or that Pike has fulfilled all obligations merely by providing initial POR materials. Pike’s obligations include ensuring that Inova can participate consistent with Commission regulations and applicable tariffs.
- b. **Peak Load Contribution (PLC) Data**: Deny that Pike has satisfied its legal obligations with respect to providing PLC data. While Pike may have provided some data, it has not provided all information reasonably necessary for Inova to perform its duties as an Electric Generation Supplier.
- c. **“Cap Tags” / Customer-Specific Capacity Information**: Deny that Pike has any right or legal excuse to refuse providing cap tag or related customer capacity data that is available. Any limitation based on historical waivers or prior EGS communications does not excuse continuing obligations under the Public Utility Code or Commission regulations.
- d. **NYISO Data / Hourly Metering**: Deny that Pike is excused from providing necessary information, even if certain data is obtained through O&R or the NYISO.

Pike's legal obligations are not satisfied by stating it does not directly possess the data; it must provide all reasonably available information required for EGS participation.

- e. **General Information Requests / Other EGS Data:** Deny any assertion that Pike's responses to requests for monthly consumption, account, and other customer information satisfy its ongoing obligations. Complainant specifically denies that compliance with historical waivers, settlements, or prior communications excuses Pike from fulfilling current obligations to provide necessary information.
6. **Paragraph 174.** Denied. Pike did not provide Inova with required information and materials necessary for participation in the retail electric market within Pike's service territory.
7. **Paragraphs 191 and 197.** Admitted only to the extent that Pike represented it obtained certain information from O&R, without conceding that such representations satisfy Pike's legal obligations. Denied that Pike lacked the ability or obligation to obtain and provide information necessary for supplier participation in its service territory; denied that such representation satisfies Pike's continuing legal obligations.
8. **General Denial and Preservation:** Except as expressly admitted herein, Complainant denies each and every allegation set forth in *New Matter*. Complainant asserts that *New Matter* is not a proper affirmative defense, and that reliance on historical waivers, settlements, or past communications does not relieve Pike of its continuing obligations under the Public Utility Code, Commission regulations, or subsequent directives. Complainant further reserves all rights, defenses, and claims, including the right to supplement or amend this Reply in response to additional pleadings, discovery, or evidence. Complainant further asserts that the *New Matter* fails to allege any factual or legal basis that would bar, limit, or excuse Pike's continuing obligations under the Public Utility Code, Commission regulations, or subsequent directives.

LAW OFFICES  
MICHAEL J. BROOKS, ESQUIRE

*Attorney at Law*

252 West Swamp Road, Suite 13  
◇ Doylestown, Pennsylvania 18901  
(215) 230-3761

DATED: March 9, 2026

Respectfully submitted,

LAW OFFICES

**MICHAEL J. BROOKS, ESQUIRE**

*Attorney at Law*

252 West Swamp Road, Suite 13

Doylestown, Pennsylvania 18901

(215) 230-3761

By: \_\_\_\_\_

Michael J. Brooks, Esquire

Attorney for Complainant

PA Supreme Court I.D. No. 74630

MICHAEL J.  
**BROOKS**  
ESQUIRE

*Attorney @ Law*

**VERIFICATION**

I, Michael Brooks, hereby state that I am counsel for Complainant, Inova Energy, LLC, in the above-captioned matter, and that the facts set forth in the foregoing *Reply to New Matter* are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

DATED: March 9, 2026

LAW OFFICES

**MICHAEL J. BROOKS, ESQUIRE**

*Attorney at Law*

252 West Swamp Road, Suite 13

Doylestown, Pennsylvania 18901

(215) 230-3761

By: \_\_\_\_\_

Michael J. Brooks, Esquire

Attorney for Complainant

PA Supreme Court I.D. No. 74630

LAW OFFICES

MICHAEL J. BROOKS, ESQUIRE

*Attorney at Law*

252 West Swamp Road, Suite 13 ◊ Doylestown, Pennsylvania 18901

(215) 230-3761

MICHAEL J.  
**BROOKS**  
ESQUIRE

*Attorney @ Law*

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a true copy of the foregoing document upon the parties, listed below, in accordance with the requirements of § 1.54 (relating to service by a party). The *Reply to New Matter* was filed electronically on the Commission’s electronic filing system.

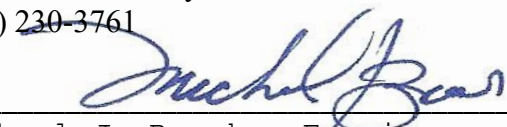
§ 1.54(b) (3) Electronic  
Whitney E. Snyder | Partner  
HMS Legal LLP  
501 Corporate Circle  
Harrisburg, PA 17110  
VIA Email: wesnyder@hmslegal.com

§ 1.54(b) (3) Electronic  
GA BIBIKOS LLC  
George A. Bibikos  
5901 Jonestown Rd. #6330  
Harrisburg, PA 17112  
(717) 580-5305  
VIA Email: gbibikos@gabibikos.com

LAW OFFICES  
MICHAEL J. BROOKS, ESQUIRE  
*Attorney at Law*  
252 West Swamp Road, Suite 13  
Doylestown, Pennsylvania 18901  
(215) 230-3761

DATED: March 9, 2026

LAW OFFICES  
**MICHAEL J. BROOKS, ESQUIRE**  
*Attorney at Law*  
252 West Swamp Road, Suite 13  
Doylestown, Pennsylvania 18901  
(215) 230-3761

By:   
Michael J. Brooks, Esquire  
Attorney for Complainant  
PA Supreme Court I.D. No. 74630

