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Whitney E. Snyder
717.703.0807
wesnyder@hmslegal.com

KC Read-Fisher
717.703.0808
kcr@hmslegal.com

501 Corporate Circle, Suite 302, Harrisburg, PA 17110 Phone: 717.236.1300 Fax: 717.236.4841 www.hmslegal.com

September 2, 2026

VIA EFILING

Matthew Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street – Second Floor North
Harrisburg, PA 17120

Re: Inova Energy LLC v. Corning Energy Corporation, et al.; Docket No. C-2026-3060035; **PIKE COUNTY LIGHT & POWER COMPANY AND CORNING ENERGY CORPORATION'S MAIN BRIEF**

Dear Secretary Homsher:

Enclosed you will find the Main Brief of Respondents Pike County Light & Power Company and Corning Energy Corporation in the above-referenced proceeding.

Copies have been served in accordance with the attached Certificate of Service. If you have any questions regarding this filing, please contact me.

Very truly yours,

/s/ Whitney E. Snyder

Whitney E. Snyder
Kathryn C. Read-Fisher

WES/das
Enclosure

cc: Administrative Law Judge Marta Guhl mguhl@pa.gov
erball@pa.gov
Per Certificate of Service

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

INOVA ENERGY, LLC	:	
Complainant,	:	
v.	:	Docket No. C-2026-3060035
CORNING ENERGY CORPORATION, f/k/a CORNING NATURAL GAS HOLDING CORPORATION and PIKE COUNTY LIGHT & POWER COMPANY,	:	
Respondents.	:	

MAIN BRIEF OF RESPONDENTS
PIKE COUNTY LIGHT & POWER COMPANY
AND
CORNING ENERGY CORPORATION

Whitney E. Snyder, PA Attorney ID No. 316625
Kathryn C. Read-Fisher, PA Attorney ID No. 338505
HMS Legal LLP
501 Corporate Circle
Suite 302
Harrisburg, PA 17110
Phone: 717.236.1300
Fax: 717.236.4841
wesnyder@hmslegal.com
kcr@hmslegal.com

Counsel for PIKE COUNTY LIGHT & POWER COMPANY

Dated: September 2, 2026

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GLOSSARY OF DEFINED TERMS

Term	**Definition**
2019 Settlement	Pike's 2018 default-service settlement at Docket No. P-2018-3002709, which established the ECL and EGS coordination requirements.
2019 Settlement Order	The Commission's January 17, 2019 Order at Docket No. P-2018-3002709 approving the 2019 Settlement in its entirety without modification.
2020 DSP Order	The Commission's Order at Docket No. P-2020-3022988 approving Pike's Default Service Plan settlement, which continued the EGS coordination requirements of the 2019 Settlement.
ALJ	Administrative Law Judge.
Code	The Pennsylvania Public Utility Code, 66 Pa. C.S. §§ 101 et seq.
Commission or PUC	The Pennsylvania Public Utility Commission.
Corning	Corning Energy Corporation, f/k/a Corning Natural Gas Holding Corporation; Pike's parent company and a Respondent.
Direct	Direct Energy, the only EGS operating in Pike's territory when Corning acquired Pike from O&R.
EDC	Electric Distribution Company.
ECL	Eligible Customer List — the monthly customer-information list required by Paragraph 20 of the 2019 Settlement.
EDI	Electronic Data Interchange — the Commission's standards for electronic data transfer and exchange between EDCs and EGSs.
EDI Waiver Order	The Commission's Order at Docket No. P-2018-3005165 waiving Pike from the Commission's EDI requirements.
EGS	Electric Generation Supplier.
Inova	Inova Energy, LLC, Complainant.
LSE	Load Serving Entity — the NYISO status Inova obtained on or about January 23, 2023.
NYISO	New York Independent System Operator.

Term	**Definition**
O&R	Orange and Rockland Utilities, Pike's former owner.
Pike	Pike County Light & Power Company, a Respondent.
POR	Purchase of Receivables.
Supplier Tariff	Pike's Electric Generation Supplier Coordination Tariff, effective May 1, 1999.

I. INTRODUCTION

A. STATEMENT OF THE CASE

Pike County Light & Power Company ("Pike") operates under a supplier-coordination framework established by its Supplier Tariff and Pennsylvania Public Utility Commission ("Commission") Orders governing its interactions with Electric Generation Suppliers ("EGSs"). Inova Energy, LLC ("Inova") seeks to impose liability, including treble damages in Federal Court, based on information it wanted from Pike, rather than the obligations those authorities actually impose. Despite years of coordination as Inova sought to begin serving customers in Pike's territory, Inova remained dissatisfied with the information Pike provided and continued requesting additional data beyond what Pike was required to furnish.

Pike is a small Pennsylvania public utility and electric distribution company ("EDC") serving approximately 4,700 customers in the Commonwealth.[1] Orange and Rockland Utilities ("O&R") previously owned Pike and was its owner when Pike's Supplier Tariff became effective on May 1, 1999. Corning Energy Corporation ("Corning") acquired Pike from O&R in 2016 and remains its parent company.[2] The personnel who performed the supplier-coordination work at issue, however, were not employees of Corning, Pike's parent, but of a sister company.[3]

In 2018, Pike reached a settlement in its default-service proceeding that established Pike's Eligible Customer List ("ECL") and related procedures for exchanging information with EGSs. On January 17, 2019, the Commission approved the settlement ("2019 Settlement") in its entirety without modification.[4] In a separate proceeding, the Commission granted Pike relief from its EDI

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[1] Pike Exh. 2 at 8;

[2] Husted Direct, 1:2-15.

[3] Specifically, Ms. Husted is employed by Corning Natural Gas Corporation, which is a separate entity from Corning Energy Corporation. *Id.*

[4] *Petition of Pike County Light & Power Company for Approval of its Default Service Implementation Plan (2018)*, Docket No. P-2018-3002709, Order at 1 (Jan. 17, 2019), (Pike Exh. 3).

requirements ("EDI Waiver Order") in a manner consistent with the 2019 Settlement.[5] The Commission later continued those same communication-access requirements through the 2020 DSP Order.

On December 2, 2021, Inova became licensed by the Commission to operate as an EGS and began seeking to establish a supplier relationship with Pike.[6] Inova was the first new EGS Pike was asked to onboard under Corning's ownership; the only EGS that serves in Pike's territory, Direct Energy ("Direct"), was already operating on Pike's system when Corning acquired Pike from O&R.[7]

Although Inova did not obtain the New York Independent System Operator ("NYISO") status necessary to serve customers until approximately January 2023,[8] Pike began working with Inova well before then. Pike provided its Individual Coordination Agreement and related coordination forms on March 23, 2022, its then-current ECL on September 29, 2022, and its Purchase of Receivables ("POR") agreement on October 26, 2022.[9] On February 8, 2023, Pike confirmed that Inova had satisfied Pike's requirements and was ready to serve customers.[10]

Inova continued to request additional customer and operational information, and Pike continued responding. In May 2023, Pike provided twenty-four months of historical customer usage.[11] In July 2023, Pike provided customer-specific Cap Tags for the customers identified by Inova.[12] When Inova sought additional load-profile and Strata information, Pike obtained

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5 *Petition of Pike County Light & Power Company for Waiver of Regulations Regarding Electronic Data Interchange*, Docket No. P-2018-3005165, Order at 7 (Feb. 19, 2019) (Pike Exh. 2).

6 Brunhammer Direct at 14-15; Inova Exh. 28a.

7 Tr. 69:14-70:22.

8 Pike Exh. 1.

9 Pike Exhs. 9-11.

10 Pike Exh. 12; Tr. 66-67.

11 Inova Exh. 37.

12 Pike Exhs. 5-6.

information from O&R and provided it to Inova in August 2023.[13] The principal categories Pike could not provide were on-peak/off-peak consumption and monthly peak demand.[14] Pike's customers do not have meters capable of tracking and transmitting the hourly data necessary to produce that information, and the 2019 Settlement required those categories only if available.[15]

Even as Inova continued seeking those remaining categories of information, it was already pricing and securing commitments from prospective Pike customers. Mr. Brunhammer testified that Inova could not responsibly establish competitive retail prices without the customer-specific operational information it requested from Pike.[16] Yet he admitted that, by approximately March 2023, Inova had secured binding contracts from several commercial customers at a fixed energy price.[17] Inova's own documents confirm that, on March 31, 2023, it offered eleven-month supply contracts at 10.24 cents per kWh and intended to aggregate and hedge the customers' load that same day.[18] Although those contracts treated certain capacity and transmission costs as pass-through charges, Inova's own evidence demonstrates that it was able to price, offer, and secure commitments for competitive supply without the information it later maintained was necessary to responsibly establish competitive retail prices. Despite those commitments, Inova ultimately never enrolled or supplied a customer in Pike's territory.[19]

Nevertheless, Inova characterizes Pike's conduct as a sustained refusal to provide required information that prevented Inova from competing in Pike's territory. Inova alleges violations of Pike's Supplier Tariff, Commission Orders that approved settlements governing supplier coordination, and multiple provisions of the Public Utility Code. It also seeks to impose direct and

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13 Pike Exh. 7.
14 Husted Direct at 7.
15 *Id.* at 7-8; Pike Exh. 4 at 8-9.
16 Tr. 33:10-14.
17 *Id.* at 33:15-34:2.
18 Inova Exh. 27.
19 Brunhammer Direct at 12-13.

derivative responsibility on Corning based principally on Corning's ownership of Pike and the companies' affiliate relationships, even though Inova has not shown that Corning itself performed the supplier-coordination work at issue.

The dispute before the Commission is therefore narrower than Inova's allegations suggest: whether Pike was required to provide the information or access Inova claims it was denied.

B. PROCEDURAL HISTORY AND FEDERAL COURT REFERRAL

On November 8, 2024, Inova commenced an action against Pike and Corning in the United States District Court for the Eastern District of Pennsylvania. On March 31, 2025, Inova filed an amended complaint asserting federal antitrust and related state-law claims arising from Pike's alleged failure to provide information necessary for Inova to compete in Pike's service territory. The Eastern District subsequently transferred the action to the United States District Court for the Middle District of Pennsylvania, where it proceeded as *Inova Energy, LLC v. Pike County Light & Power Company and Corning Energy Corporation*, Civil Action No. 3:25-817.

On May 15, 2025, Pike and Corning moved to dismiss the amended complaint. Among other grounds, Pike and Corning argued that the Commission should first determine the regulatory issues underlying Inova's claims under the doctrine of primary jurisdiction. Inova filed its opposition on June 18, 2025, and Pike and Corning thereafter filed a reply.

On December 22, 2025, the District Court agreed that the underlying dispute required resolution of matters within the Commission's expertise. The District Court stayed the federal action and transferred the question of liability to the Commission for determination.

On January 20, 2026, Inova filed the Formal Complaint initiating this proceeding at Docket No. C-2026-3060035. Consistent with the District Court's referral, Inova seeks a determination of liability from the Commission, while its claims for monetary relief remain before the District

Court. On February 17, 2026, Pike and Corning filed their Answer denying liability. The matter was assigned to Administrative Law Judge Marta Guhl.

The parties thereafter conducted written discovery concerning the supplier-coordination requirements applicable to Pike, the information available to and provided by Pike, Pike's relationship with O&R, and the additional information Inova contends it needed to serve customers in Pike's territory. Pike and Corning served responses to Inova's first set of interrogatories and requests for admission on April 13, 2026, additional responses to requests for admission on June 22, 2026, and responses to Inova's second set of interrogatories on June 30, 2026.

On July 8, 2026, the parties filed written direct testimony. Inova presented the testimony of its Managing Member, Eric Brunhammer, and Pike presented the testimony of Marie Husted, Director of Corporate Energy Supply.

On July 15, 2026, Administrative Law Judge ("ALJ") Guhl conducted an evidentiary hearing at which both witnesses appeared, adopted their written testimony, and were subject to cross-examination. At the conclusion of the hearing, ALJ Guhl established a post-hearing briefing schedule requiring main briefs by September 2, 2026, and reply briefs by September 23, 2026.

II. LEGAL STANDARDS

A. BURDEN OF PROOF

Inova initiated this action by filing its Complaint and seeking a Commission order determining that Pike and Corning are liable for the regulatory violations alleged. Section 332(a) of the Public Utility Code (the "Code") therefore places the burden on Inova as the proponent of that determination.[20] Consistent with that standard, ALJ Guhl stated at the outset of the hearing that Inova bears the burden of proving by a preponderance of the evidence "a violation of the

[20] 66 Pa. C.S. § 332(a); *FirstEnergy Pa. Elec. Co. v. Pa. Pub. Util. Comm'n*, 349 A.3d 165 (Pa. 2026).

Commission's statute, regulations or a Commission order."[21] To prevail, Inova must establish that the named Respondent is responsible or accountable for the conduct at issue and that the conduct constitutes a violation of applicable law.[22] Accordingly, Inova bears the burden of proving its asserted bases for liability against Corning.

Inova must satisfy that burden by a preponderance of the evidence.[23] Inova therefore must present evidence that is more persuasive than the evidence opposing its claims. Although the burden of production may shift as evidence is presented, the burden of persuasion remains with Inova throughout the proceeding.[24] If the evidence is equally persuasive, Inova has not met its burden.

Any determination of liability must also be based on the whole record and supported by reliable, probative, and substantial evidence.[25]

B. STANDARD APPLICABLE TO INOVA'S COMPLAINT

Liability in this proceeding must be tied to a specific obligation imposed on Pike by the Code, Pike's Supplier Tariff, or a Commission Order. Inova cannot establish liability merely by identifying information it wanted, explaining why that information would have been useful to its business, or comparing Pike's process to those used elsewhere. The question is whether Pike was legally required to provide the particular information or process at issue.

Unlike a customer complaint alleging inadequate or unreasonable utility service under Section 1501, Inova's Complaint is not governed by a freestanding reasonableness standard. Section 701 authorizes complaints alleging violations of the Code, Commission regulations, or

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21 Tr. 5:21-25.

22 *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa. P.U.C. 196 (1990); *Feinstein v. Phila. Suburban Water Co.*, 50 Pa. P.U.C. 300 (1976).

23 *Povacz v. Pa. Pub. Util. Comm'n*, 280 A.3d 975, 999, 1006 (Pa. 2022); *Samuel J. Lansberry, Inc. v. Pa. Pub. Util. Comm'n*, 578 A.2d 600 (Pa. Cmwlth. 1990).

24 *Transource Pa., LLC v. Pa. Pub. Util. Comm'n*, 278 A.3d 942 (Pa. Cmwlth. 2022).

25 66 Pa. C.S. § 332(b); *Lansberry*, 578 A.2d 600.

Commission orders, but does not independently prescribe the conduct required of a utility.[26] Section 703 governs Commission complaint proceedings, while Section 1301 requires that utility rates be just and reasonable.[27] Inova's insistence that the requested information was "operationally necessary" does not transform its asserted business need into a regulatory obligation Pike was required to satisfy.[28]

Nor can a broad statutory nondiscrimination requirement create an obligation where the Code imposes none.[29] A challenged practice must fall within the scope of an existing duty imposed on the EDC.[30]

Inova likewise cannot use the portions of the Electricity Generation Customer Choice and Competition Act, 66 Pa. C.S. § 2801 et seq., cited in its Complaint to impose obligations on Pike beyond those the statute creates. Those provisions create no informational sharing requirements. Inova's broader appeals to competition, market access, or information it considered necessary for pricing and forecasting cannot expand Pike's statutory duties.

C. COMMISSION ORDERS AND SUPPLIER-COORDINATION TARIFF REQUIREMENTS

Pike's supplier-coordination obligations at issue derive from its Supplier Tariff and three related Commission Orders. The relevant Orders are: (1) the 2019 Settlement Order at Docket No. P-2018-3002709, which approved the 2019 Settlement establishing the ECL and related communication-access requirements; (2) the EDI Waiver Order at Docket No. P-2018-3005165, which granted Pike relief from the Commission's EDI requirements in a manner consistent with the 2019 Settlement; and (3) the 2020 DSP Order at Docket No. P-2020-3022988, which approved

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26 66 Pa. C.S. § 701.
27 66 Pa. C.S. §§ 703, 1301.
28 Brunhammer Direct at 48.
29 *Interstate Gas Supply, Inc. v. Pa. Pub. Util. Comm'n*, 343 A.3d 1152, 1160-63 (Pa. 2025).
30 *Id.*

Pike's subsequent default-service settlement continuing those communication-access requirements. Pike's Supplier Tariff, which predates these Orders, separately contains the supplier-coordination provisions on which Inova relies.

i. EDI Waiver

Electronic Data Interchange ("EDI") refers to the Commission's standards for electronic data transfer and exchange between EDCs and EGSs. In the EDI Waiver Order, the Commission waived Pike from the EDI requirements of 52 Pa. Code § 57.174 and the Commission's EDI Orders at Docket No. M-00960890F0015 and M-00960890, including the requirement that Pike "implement and use the established EDI standards" to process customer changes in electric supply service.[31]

The Commission granted that waiver "in a manner consistent with the terms of the [2019] settlement" at Docket No. P-2018-3002709.[32] The EDI Waiver Order therefore relieved Pike from the Commission's EDI requirements while leaving the 2019 Settlement's separate communication-access requirements in place.

ii. ECL Requirements

Paragraph 20 of the 2019 Settlement, approved by the 2019 Settlement Order, requires Pike to develop and update an ECL monthly and to provide the ECL to EGSs "serving in its territory on a monthly basis and upon request."[33] The ECL must include specified customer, rate, meter, load-profile, shopping-status, usage, net-metering, and tax information. Five additional categories are required only if available: billing country code, rate subclass or subcode, NYISO transmission/capacity obligation, on-peak/off-peak consumption, and monthly peak demand.[34]

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[31] Pike Exh. 2 at 1, 7-8.
[32] *Id.* at 7.
[33] Pike Exh. 4 at 8-9.
[34] *Id.*

The 2020 DSP Order continued these requirements. Paragraph 24 of the 2020 Settlement provides that Pike would continue following the communication-access provisions in Paragraphs 20 through 24 of the 2019 Settlement; it did not impose additional customer-information requirements.

iii. Billing File Requirements

Paragraphs 21 through 24 of the 2019 Settlement establish separate supplier-coordination requirements. Paragraph 21 requires monthly cash-reconciliation files during the week a supplier receives wired funds, and Paragraph 22 requires billing files containing read dates, usage, rate, tax, invoiced amount, and the purpose of the transaction.[35]

Paragraph 23 requires monthly sync lists for EGSs serving customers in Pike's territory, identifying accounts currently served, pending enrollment, or dropped within the preceding twelve months. Paragraph 24 requires Pike to acknowledge enrollment, drop, or change requests within two business days and process them no later than three business days after acknowledgment.[36]

iv. Tariff Requirements

Pike's Supplier Tariff became effective on May 1, 1999. As relevant here, Rule 4.12(c) requires specified information to be made electronically available to an EGS "regarding that EGS's Customers," while Rule 6.2.3 addresses information used by an EGS to forecast and schedule energy requirements "for its customers."[37]

As discussed in more detail *infra*, the Supplier Tariff remained in effect after the 2019 Commission Order, EDI Waiver Order, and 2020 DSP Order, but those later Orders must also be

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35 *Id.* at 9.
36 *Id.* at 9-10.
37 Inova Ex. 1 at 12, 19.

given operative effect in defining Pike's obligations.[38] The Tariff therefore must be read together with the Commission's subsequent EDI waiver and communication-access requirements.

III. SUMMARY OF THE ARGUMENT

The record demonstrates that Pike acted in good faith and complied with its statutory, regulatory, and Commission-ordered obligations. Inova, by contrast, has not carried its burden on its Tariff, statutory, Commission-order, or Corning-liability claims. Pike provided Inova with the required ECL information and supplier-coordination materials, supplemented that information as Inova made additional requests, and did not withhold information that it possessed The limited information Pike could not provide was either required only if available or depended on hourly customer data that Pike does not have available because its customers do not have meters that track or transmit hourly data.

Inova's Tariff claims fare no better. Pike's Supplier Tariff must be applied together with the Commission's subsequent 2019 Commission Order, EDI Waiver Order, and 2020 DSP Order, which waived Pike's EDI requirements and approved an alternative supplier-coordination framework using ECLs and other electronic data exchanges. Rules 4.12(c) and 6.2.3 are also expressly tied to an EGS's customers, and Inova never enrolled or supplied a customer in Pike's territory, thus making these tariff provisions inapplicable. Even if those provisions applied, Pike provided the historical usage, rate and Strata, capacity, and other customer information they require. Inova cannot avoid those deficiencies by relying on additional Tariff provisions not raised in its Complaint.

The same allegations do not become separate violations merely because Inova invokes Sections 1301, 703, 2802, and 2807 of the Code. Section 1301 governs rates, while Section 703

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[38] *Bell Telephone Co. of Pennsylvania v. Pennsylvania Public Utility Commission*, 452 A.2d 86, 90-91 (Pa. Cmwlth. 1982).

supplies procedures for Commission complaints and adjudications; neither creates an independent obligation governing the supplier-coordination conduct alleged here. Sections 2802 and 2807 likewise do not create the broad prohibition against "interference" that Inova advances. Nor do the facts support Inova's argument. Pike worked with Inova as the first new EGS it had onboarded, provided the agreements and information necessary for Inova to proceed, and confirmed to NYISO that Inova had satisfied Pike's requirements and was ready to serve customers. No witness testified that Pike sought to prevent or discourage Inova from serving Pike customers.

Nor has Inova established a basis to impose liability on Corning. The duties at issue arise from Pike's Supplier Tariff, Commission Orders and approved settlements, and Pike's obligations as a regulated public utility. Corning's ownership of Pike does not create separate regulatory obligations for Corning or erase the companies' distinct corporate identities. Corning therefore bears neither direct nor derivative responsibility for the violations Inova alleges.

Accordingly, the Complaint should be denied. If the Commission nevertheless identifies a discrete deficiency in Pike's compliance, that isolated administrative issue does not establish the systemic, sustained, discriminatory, or anticompetitive course of conduct alleged by Inova.

IV. ARGUMENT

A. WHETHER PIKE VIOLATED COMMISSION ORDERS AND APPROVED SETTLEMENTS,[39] 66 PA. C.S. § 501(c)

i. Information Pike Was Required to Provide Pursuant to Commission Order

The information Pike is required to provide to an EGS serving customers in Pike's territory is defined and required by Commission Order. Specifically, the 2019 Settlement Order required Pike to provide the following information, which is referenced by paragraph number as shown in Pike Exhibit 4 at pages 8-9:

Paragraph 20 requires Pike to develop and update an Eligible Customer List ("ECL") monthly and to provide the ECL "to electric generation suppliers serving in its territory on a monthly basis and upon request."[40] The ECL must include the revision date; customer account number and name; service and billing addresses; tariff rate class and schedule; meter read cycle; Load Profile Group per Tariff; POLR/shopping status; twelve months of monthly consumption; interval-meter status; net-metering status; and sales-tax status.[41] Paragraph 20 separately identifies five categories required only if available: billing country code, rate subclass or subcode, NYISO transmission/capacity obligation, on-peak/off-peak consumption, and monthly peak demand.

Paragraphs 21 through 24 of the Settlement address separate supplier-coordination functions associated with an EGS's service and enrollment activity.[42] Accordingly, Pike must provide cash reconciliation and billing files, furnish sync lists to EGSs serving customers in its territory, and timely process enrollment, drop, and change requests.[43] Although these provisions

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39 Section 501(c) of the Public Utility Code requires Pike to comply with Commission orders and their terms and conditions. 66 Pa. C.S. § 501(c).
40 Pike Exh. 4 at 8-9.
41 *Id.*
42 *Id.* at 9-10.
43 *Id.*

impose discrete coordination obligations, they do not expand the customer information Pike must provide to EGSs under Paragraph 20. Moreover, these requirements apply to an EGS in fact serving customers in Pike's territory.

On February 19, 2019, the Commission granted Pike relief from the Commission's EDI requirements while preserving the communication-access obligations established by the 2019 Settlement.[44] The Commission recognized that Pike's small customer base and low transaction volume did not justify the substantial cost of implementing EDI.[45] Pike therefore remained subject to the communication-access requirements in Paragraphs 20 through 24 of the Settlement without being required to implement the broader systems and functionality associated with EDI.

The Commission continued those same requirements in Pike's subsequent 2020 Default Service Plan proceeding. Paragraph 24 of the 2020 DSP Order expressly provides that Pike "will continue to follow the communication access provisions for electric generation suppliers in paragraphs 20 through 24" of the 2019 Settlement. Thus, the 2020 DSP Order continued the existing communication-access requirements; it did not impose a new or broader set of customer-information obligations. The 2021 Recommended Decision confirms that Paragraph 24 of the 2020 Settlement simply carried forward Paragraphs 20 through 24 of the 2019 Settlement and 2019 Settlement Order.

ii. Information Pike Provided or Did Not Provide to Inova

Pike notes that Inova was not eligible to participate in the NYISO market until it obtained Load Serving Entity ("LSE") status on or about January 23, 2023.[46] Nonetheless, Pike worked in good faith to provide Inova with information regarding Pike's customers, including providing the

44 Pike Exh. 2 at 7-8.
45 *Id.* at 7-8.
46 Pike Exh. 1 at 2; Tr. 26:18-27:9.

ECL on multiple occasions and sample billing/sync files. However, this information never satisfied Inova, which continued to seek information Pike did not and does not have available or was otherwise not required to provide.

a. ECL

On September 29, 2022, Pike sent Inova its then-current ECL/customer database.[47] The ECL/customer database sent on September 29, 2022 is contained in Pike Ex. 13 and 13a. The September 2022 ECL contained most of the customer information identified in the 2019 Settlement, including customer identifying and address information, rate and meter classifications, Load Profile Group per Tariff, shopping status, net-metering status, and sales-tax status.[48] On May 11, 2023, Pike supplemented that production with monthly usage information.[49] On July 24, 2023, Pike provided "cap tags," which is capacity-related information.[50] On August 7, 2023, Pike obtained from O&R information correlating load profiles, strata ID, etc. and provided it to Inova.[51] The chart below compares each category identified in Paragraph 20 of the 2019 Settlement with the information Pike provided to Inova.

Information Required by Paragraph 20 of the 2019 Settlement	Did Pike Provide?	Exhibit
ECL Revision Date	Yes (revision date reflected in file name)	Pike Exhs. 10, 13
Customer Account Number	Yes	Pike Exhs. 10, 13
Customer Name	Yes	Pike Exhs. 10, 13
Service Address	Yes	Pike Exhs. 10, 13
Billing Address	Yes	Pike Exhs. 10, 13

47 Pike Exh. 10.
48 Husted Direct at 6-7.
49 Inova Exh. 37.
50 Pike Exhs. 5, 6.
51 Pike Exh. 7, 7a.

Billing Country Code (if available)	Yes	Pike Exhs. 10, 13
Tariff Rate Class and Schedule	Yes	Pike Exhs. 10, 13
Rate Subclass/Rate Subcode (if available)	Yes	Pike Exhs. 10, 13
Meter Read Cycle	Yes	Pike Exhs. 10, 13
Load Profile Group per Tariff	Yes	Pike Exhs. 7, 10, 13
Transmission / Capacity Obligation (NYISO) (Current/Future) (if available)	Yes*	Pike Exs. 5, 7, 15.
POLR/Shopping Status (Y or N)	Yes	Pike Exhs. 10, 13
Monthly Consumption (each of 12 months) (kWh)	Yes	Inova Exh. 37
On-Peak/Off-Peak Consumption (each of 12 months) (kWh) (if available)	No, not available.	
Monthly Peak Demand (each of 12 months) (kW) (if available)	No, not available.	
Interval Meter (Y or N)	Yes	Yes – Pike does not have interval meters. Husted Direct at 7.
Net Metering (Y or N)	Yes	Pike Exhs. 10, 13
Sales Tax Status (Y or N)	Yes	Pike Exhs. 10, 13

*Pike Exhibit 15 contains customer-specific monthly ICAP information. Pike's March 2025 correspondence mistakenly provided that the specific "Transmission/Capacity Obligation (NYISO) (Current/Future)" field identified in Paragraph 20 was unavailable, but that information was contained in the information provided with the March 2025 correspondence.

As reflected above, Pike provided each category of information required by Paragraph 20 except on-peak/off-peak consumption and monthly peak demand. Both categories were required only if available and, as discussed below, are not available to Pike.

Paragraph 20 of the 2019 Settlement requires monthly delivery of the ECL to EGSs "serving in [Pike's] territory."[52] However, Inova never enrolled or supplied a customer in Pike's

[52] Pike Exh. 4 at 8-9.

territory. Mr. Brunhammer testified that, although Inova had obtained commitments from prospective commercial customers, those customers had not been enrolled or served.[53] Accordingly, Inova is not an EGS "serving in" Pike's territory for purposes of Paragraph 20's monthly-delivery requirement. Although Ms. Husted confirmed that Pike did not provide Inova with a new ECL each month, she also testified that Inova never requested monthly delivery.[54] Inova did not request Pike again provide the ECL, but instead sought information Pike does not have available or is not required to provide.[55] Inova likewise offered no evidence that Pike failed to update the ECL itself on a monthly basis. The hearing testimony addressed whether Pike *provided* ECL information to Inova, not whether Pike maintained or updated its underlying ECL.[56] Pike provided the ECL whenever Inova requested it. Accordingly, neither the content nor the frequency of Pike's ECL productions to Inova establishes a violation of the 2019 Settlement Order.

b. Billing and Sync Lists

The requirements in Paragraphs 21 through 24 of the 2019 Settlement address separate supplier-coordination functions that are triggered by particular supplier activity.[57] Paragraph 21 requires cash reconciliation files delivered during the week that the supplier receives wired funds. Because Inova never served a Pike customer, it never received wired funds from Pike and that requirement was never triggered. Paragraph 22 requires billing files containing read dates, usage, rate, tax, invoiced amount and purpose of transactions. Because Inova never supplied a Pike customer, there was no Inova billing activity for Pike to report. Paragraph 23 requires monthly sync lists for EGSs serving customers in Pike's territory, identifying accounts currently served,

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53 Brunhammer Direct at 12-13.
54 Tr. 81:18-82:7; 83:1-5.
55 *See, e.g.*, Inova Exh. 44.
56 *Id*.
57 Pike Exh. 4. at 9-10.

recently enrolled, or dropped within the past 12 months. No such data exists for Inova because Inova has never added, enrolled or dropped a Pike customer. Paragraph 24 requires Pike to acknowledge an enrollment, drop, or change request within two business days and process it no later than three business days after acknowledgment.[58] Inova never enrolled or served a customer in Pike's territory, and it identifies no enrollment, drop, or change request that Pike failed to process.[59] Accordingly, Inova cannot establish a violation of Paragraph 24.

iii. Whether Required Information was Available

The 2019 Settlement Order did not require Pike to provide on-peak/off-peak consumption or monthly peak demand unless that information was available.[60] It was not. Ms. Husted testified that Pike did not have either category of information available, consistent with Pike's prior explanations to Inova.[61] Pike specifically explained that on-peak/off-peak consumption and monthly peak demand were unavailable because Pike does not have hourly meters for its customers, and both categories depend on hourly data.[62]

The record likewise does not support any suggestion that Pike possessed or used this information internally while withholding it from Inova. Pike bills customers based on monthly metered usage, does not use load-profile or equivalent time-based methodologies for default-service procurement or hedging, and relies on O&R to perform procurement functions, including NYISO interactions.[63] When Pike obtained additional Strata and load-profile information from O&R at Inova's request, Pike provided it to Inova.[64]

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58 Inova Exh. 4 at 12.
59 Pike Exh. 1 at 1; Brunhammer Direct at 12.
60 Pike Exh. 4 at 8-9.
61 Husted Direct at 7-8; Inova Ex. 9.
62 Husted Direct at 7-8.
63 Inova Ex. 11; Husted Direct at 8.
64 Inova Exh. 11.

Paragraph 20's "if available" language does not require Pike to create information it does not generate or obtain information outside its possession or control. Because on-peak/off-peak consumption and monthly peak demand were not available to Pike, Paragraph 20 did not require Pike to provide them.

iv. Pike Complied with Commission Orders

Measured against the obligations the Commission actually imposed, Pike complied with the Commission Orders and approved Settlements at issue. Pike provided the customer information required by Paragraph 20; the two categories it did not provide were expressly required only if available and were unavailable to Pike; and the monthly-delivery requirement applied only to EGSs serving customers in Pike's territory, which Inova was not. The EDI Waiver Order relieved Pike from the Commission's EDI requirements while preserving the 2019 Settlement's communication-access obligations, and the 2020 DSP Order continued rather than expanded those requirements. Accordingly, Inova cannot establish a violation of the Commission Orders, the approved Settlements, or 66 Pa. C.S. § 501(c).

B. WHETHER PIKE VIOLATED ITS SUPPLIER TARIFF PROVISIONS

Inova failed to prove Pike violated its Supplier Tariff, particularly in light of the Commission's 2019 Settlement Order, which directly impacted those requirements. In its Complaint, Inova alleges Pike violated two sections of its Supplier Tariff – Sections 4.12(c) and 6.2.3.[65] However, neither of these sections which provide for information to be provided to an EGS regarding an EGS's customers is applicable to Inova, which has never served a customer in Pike's service territory. Moreover, Pike has substantially complied with these requirements to the extent it had information available to do so.

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[65] Complaint ¶¶ 22-23, 99, 129-30.

i. Whether the 2019 Orders Superseded, Modified, Waived, or Otherwise Affected Pike's Existing Tariff Obligations

The Supplier Tariff became effective on May 1, 1999, when Pike was owned by O&R, and has not been revised in 27 years.[66] The 2019 Settlement Order and EDI Waiver Order subsequently established the supplier-coordination requirements relevant here. The 2019 Settlement Order approved the ECL and related communication-access requirements, and the EDI Waiver Order relieved Pike from the Commission's EDI requirements in a manner consistent with the Settlement.[67] Pike's Supplier Tariff was not revised to conform to the 2019 Settlement Order, EDI Waiver Order, and 2020 DSP Order, and Pike is now seeking that revision through its current Default Service Plan proceeding.[68]

The absence of an intervening tariff revision does not permit the Commission's later Orders to be ignored. In *Bell Telephone Co.*, the Commonwealth Court considered a Commission order approving a rate increase and directing the utility to file tariffs implementing that determination.[69] Bell filed the required compliance tariffs twenty-one days later, but the Court held that the subsequent filing did not postpone the effect of the Commission's prior determination.[70] In reaching that conclusion, the Court explained that translating the Commission's determination into tariff form was a mechanical task delegated to the utility and that delegation "cannot alter the effect" of the Commission's substantive determination.[71]

The same principle applies here. While Pike's Supplier Tariff remained in effect after 2019, the 2019 Settlement Order and EDI Waiver Order must still be given operative effect in

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66 Inova Exh. 1.

67 Pike Exh. 2 at 7-8; Pike Exh. 3; Pike Exh. 4 at 8-10.

68 Husted Direct at 6.

69 *Bell Telephone Co.*, 452 A.2d 86, 87-88 (Pa. Cmwlth. 1982).

70 *Id.* at 90-91.

71 *Id.*

determining Pike's obligations. The Supplier Tariff cannot be applied as though the Commission's subsequent determinations never occurred. The particular effect of the 2019 Commission Orders on Rules 4.12(c) and 6.2.3 is addressed below.

ii. Rule 4.12

Rule 4.12 of Pike's Supplier Tariff governs data exchange between Pike and EGSs serving customers in Pike's territory. Subject to the customer-consent provisions of Rule 4.12(d), subsection (c) requires Pike to make specified information available electronically to an EGS "regarding that EGS's Customers."[72] The information includes customer identifying and contact information, rate class, rate-class load profile and class strata "if any," installed capacity obligation, twenty-four months of historical energy usage, and, if applicable, twenty-four months of billing-demand history.[73] Inova's Rule 4.12(c) claim rests principally on its contention that Pike withheld historical usage, rate-class and load-profile information, and capacity-related information.[74]

Rule 4.12(c), however, did not require Pike to provide that information to Inova. Its disclosure obligation is expressly limited to information concerning "that EGS's Customers," and the Supplier Tariff defines a "Customer" as a person or entity "receiving Competitive Energy Supply from an Electric Generation Supplier" at a single metered location.[75] Inova never enrolled or supplied a customer in Pike's territory. Mr. Brunhammer testified that, although Inova had obtained commitments from several commercial customers, those customers had not yet been enrolled or served.[76] Inova's prospective customers therefore were not "Customers" as that defined term is used in the Supplier Tariff, and Rule 4.12(c)'s disclosure obligation was never triggered as to Inova.

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72 Inova Exh. 1 at 12.
73 *Id.*
74 Complaint ¶¶ 22, 79, 99, 129-30.
75 Inova Ex. 1 at 3, 12.
76 Brunhammer Direct at 12-13.

Even if Rule 4.12(c) applied to Inova, Pike nevertheless provided the information at issue:

Information Required by Rule 4.12(c)	**Did Pike Provide?**	**Exhibit**
(a) Customer Account Number	Yes	Pike Exhs. 10, 13.
(b) Customer Name	Yes	Pike Exhs. 10, 13.
(c) Service Address	Yes	Pike Exhs. 10, 13.
(d) Service City	Yes	Pike Exhs. 10, 13.
(e) Service State, Zip	Yes	Pike Exhs. 10, 13.
(f) Mailing Address	Yes	Pike Exhs. 10, 13.
(g) Mailing City	Yes	Pike Exhs. 10, 13.
(h) Mailing State, Zip	Yes	Pike Exhs. 10, 13.
(i) Telephone Number	Yes	Pike Exh. 15
(j) Rate Class	Yes	Pike Exs. 7, 13
(k) Rate Class Load Profile and Class Strata (if any)	Yes[77]	Pike Exs. 7, 13
(l) Installed Capacity Obligation	Yes*	Pike Exs. 5, 6, 7.
(m) Historical Energy Usage for past 24 months	Yes	Inova Ex. 37
(n) If applicable, Billing Demand history for past 24 months.	Monthly demand information provided	Pike Ex. 14

*Pike provided customer-specific Cap Tag information for the customers identified by Inova and later provided additional ICAP information. Pike Exs. 5, 6, 15. Husted testified that Pike provided the Cap Tags in July 2023. Husted Direct at 9.

Accordingly, Inova's Rule 4.12 claim fails at the threshold because Inova had no Tariff-defined "Customers" to whom the Rule applied. Furthermore, notwithstanding that limitation, Pike provided the historical usage, rate and Strata, capacity, and other customer information reflected above while Inova was attempting to serve customers in Pike's service territory.

[77] While Pike does not and has never had access to individual customer load profiles, Pike provided as much information as it could regarding load profiles and strata ID's. Pike Exh. 7 and 7a.

iii. Rule 6.2.3

Rule 6.2.3 of Pike's Supplier Tariff addresses the information and tools to assist the EGS in scheduling energy requirements for its customers. Specifically, an EGS must "forecast, calculate and furnish to the Company the hourly energy requirements for its customers" and, to assist in that process, Pike will: (a) provide historical customer electric consumption data as provided in Rule 4.12(c); (b) indicate customers' load profile strata; and (c) provide scheduling software containing the applicable losses and load-profile factors for the various load-profile strata.[78] Inova alleges that Pike violated Rule 6.2.3 by failing to provide historical consumption data, load-profile information, and the information necessary for forecasting and scheduling.[79]

Like Rule 4.12(c), Rule 6.2.3 is expressly tied to an EGS's customers. The Rule begins with the EGS's obligation to forecast and furnish hourly energy requirements "for its customers," and subsection (a) expressly incorporates Rule 4.12(c), which applies only to information regarding "that EGS's Customers."[80] As discussed above, Inova never enrolled or supplied a customer in Pike's territory. Accordingly, the scheduling obligations imposed by Rule 6.2.3 were not triggered as to Inova.

Even if Rule 6.2.3 applied, Pike provided as much of the information as it had available required by this rule:

Information Required by Rule 6.2.3	Did Pike Provide?	Exhibit
(a) Historical customer electric consumption data as provided in Rule 4.12(c)	Yes	Inova Ex. 37
(b) Customers' load profile strata	Yes	Pike Exs. 7 (load profile group and strata info), 13 (load profile group per

[78] Inova Exh. 1 at 19.
[79] Complaint ¶¶ 23, 80, 99, 129-30.
[80] Inova Exh. 1 at 12, 19.

		tariff), 15; Husted Direct at 7
(c) Applicable losses and load-profile factors	Yes	Pike Exs. 7 (load profile group and strata info), 13 (load profile group per tariff); Inova Ex. 11 at pdf p. 28; Inova Exh. 1, Tariff at pdf p. 24, Rule 7.4 (loss factors).

Subsection (a) is independently satisfied because Pike provided Inova with twenty-four months of historical customer consumption data in May 2023.[81] Subsection (b) likewise required Pike to identify customers' load-profile strata, and Pike provided the corresponding Strata IDs to Inova.[82] Pike satisfied subsection (c)'s requirement for losses and load-profile factors to the extent it had such information available. Pike Exhibit 7 is the most pertinent information Pike provided and contains a table that correlates Strata ID to rate codes, providing information about load-profile factors.The Tariff itself contains the losses.[83]

iv. Other

Inova's Complaint identifies only Rules 4.12(c) and 6.2.3 as the provisions of Pike's Supplier Tariff allegedly violated.[84] Its request for relief likewise seeks a finding that Pike specifically violated those two Rules.[85] To the extent Inova seeks to brief additional allegations of tariff violations, those allegations cannot supply an additional basis for liability that Inova did not plead.

81 Inova Ex. 37.
82 Pike Exhs. 7, 13, 15; Husted Direct at 7.
83 Inova Exh. 1, Tariff at pdf p. 24, Rule 7.4.
84 Complaint ¶¶ 22-23, 99, 129-30.
85 *Id.* ¶ 153(a).

Due process in Commission proceedings requires reasonable notice of the issues to be adjudicated so that a party has an opportunity to prepare and present its defense.[86] More specifically, the Commonwealth Court has held that an administrative proceeding is limited to the legal questions raised by the parties and that the subject matter of the proceeding may not be expanded without adequate notice.[87] The utility must have a reasonable opportunity to know the nature of the contentions against it and prepare a responsive defense.[88]

Sunoco is particularly instructive, as the Commonwealth Court made clear an administrative complainant cannot use broad allegations to expand the legal basis for liability beyond the specific violations actually placed at issue as pleaded in the complaint.[89] Although the complaints against the utility alleged general safety violations and cited broader statutory and regulatory requirements, the complaints did not identify the particular federal regulations later used to impose liability.[90] The Court held that a utility "must be afforded a reasonable opportunity to know the nature of its opponents' contentions so that it can prepare a suitably responsive answer."[91] General allegations therefore did not provide sufficient notice to the utility that it had to defend against specific, unpled regulatory violations, and the Court reversed the resulting findings of liability.[92]

The same due process principles apply here to any allegations Inova raises in its brief that were not raised in its Complaint. Inova specifically pleaded violations of Rules 4.12(c) and 6.2.3, while attempting to preserve unidentified additional Tariff theories through the phrase "including

86 *Dee-Dee Cab, Inc. v. Pa. Pub. Util. Comm'n*, 817 A.2d 593, 598 (Pa. Cmwlth. 2003).
87 *Sunoco Pipeline, L.P. v. Pa. Pub. Util. Comm'n*, 295 A.3d 37, 52-54 (Pa. Cmwlth. 2023).
88 *Id.*
89 *Id.*
90 *Id.* at 52-54.
91 *Id.* at 52 (internal quotation marks omitted).
92 *Id.* at 53-54.

but not limited to."[93] But *Sunoco* rejected the premise that broad allegations provide notice of specific, unpled violations. The Commission therefore should not consider any unpled Tariff provision as an independent basis for liability, as doing so would be a violation of Pike's due process rights.

C. WHETHER PIKE VIOLATED 66 PA. C.S. §§ 1301 and 703

Inova invokes Sections 1301 and 703 of the Code as additional statutory bases for liability arising from the same supplier-coordination conduct addressed above.[94] Neither statute supports the liability Inova seeks to impose.

Section 1301 requires that every rate "made, demanded, or received" by a public utility be just and reasonable and conform to Commission regulations and orders.[95] The Commonwealth Court has accordingly recognized Section 1301 as part of the Commission's authority to regulate public-utility rates.[96] Curiously, Inova does not challenge any rate made, demanded, or received by Pike. Instead, it characterizes Pike's alleged delays in providing customer information, its supplier-coordination processes, and its treatment of Inova as "unreasonable" or "discriminatory" practices under Section 1301.[97] Section 1301 does not impose a freestanding reasonableness standard on actions of a public utility with respect to an EGS, and Inova has identified no Pike rate to which Section 1301 could apply.

Section 703 likewise supplies no independent substantive basis for liability. It governs the Commission's procedures for investigating, hearing, and deciding complaints; it does not prescribe a separate standard governing Pike's supplier-coordination conduct.[98] Indeed, Inova principally

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93 Complaint ¶ 129
94 Complaint ¶¶ 88, 96, 102, 106, 124, 131, 136, 151.
95 66 Pa. C.S. § 1301.
96 *Coalition for Affordable Util. Servs. & Energy Efficiency in Pa. v. Pa. PUC*, 120 A.3d 1087, 1100-01 (Pa. Cmwlth. 2015).
97 Complaint ¶¶ 102, 124, 131, 151.
98 66 Pa. C.S. § 703.

invokes Section 703 as a consequence of its allegation that Pike violated Commission Orders and approved settlements. Complaint ¶¶ 88, 106, 136. Those underlying allegations rise or fall with the substantive obligations imposed by the Commission Orders and Section 501(c), addressed *supra*. Section 703 does not transform the same alleged conduct into an additional statutory violation.

Accordingly, Inova cannot establish a violation of either Section 1301 or Section 703 based on Pike's supplier-coordination conduct. The remaining factual questions identified in the common outline, including Pike's existing relationship with Direct Energy/NRG and its treatment of Inova, are addressed below.

i. Pike's Existing Supplier-Coordination Process with Direct Energy/NRG

Inova relies on Pike's relationship with Direct Energy/NRG as evidence that Pike maintained an established supplier process that it did not make available to Inova.[99] That is simply not true – Pike provides Direct Energy with the same information and processes provided to Inova. Pike receives pricing changes for Direct's existing customers and sends settlement information for those customers to O&R, which in turn submits its allocation to NYISO.[100] Pike exchanges information with Direct electronically through spreadsheets, and provides Direct with the same ECL that Pike provided to Inova.[101] Pike provided Inova with a sample copy of each type of spreadsheet that Pike exchanges with Direct.[102]

Mr. Brunhammer characterized this arrangement as Pike "procuring" for Direct and testified that he sought a similar arrangement for Inova.[103] Mr. Brunhammer's procurement

99 *See* Complaint ¶¶ 108-10, 122-24.
100 Tr. 71:15-72:6.
101 Pike Exh. 49, Resps. to Interrog. Nos. 5-6.
102 Pike Exh. 49 at 6-7, Resps. to Interrogs. Nos. 5-6.
103 Tr. 18:16-19:23

characterization was based on ***his*** interpretation of a March 7, 2023 email describing Pike's receipt of pricing changes and transmission of settlement information to O&R.[104] On cross-examination, Mr. Brunhammer acknowledged that the email was the basis for his understanding of how Direct procures for its customers, and the email itself does not state that Pike procures electricity or capacity for Direct.[105] Pike does not participate in the allocation, scheduling, settlement, reconciliation, balancing, or true-up of Direct's customer load through NYISO.[106]

ii. Pike's Treatment of Inova

Pike's treatment of Inova does not establish discriminatory or unreasonable conduct. Inova was not able to do business in the NYISO until January 2023.[107] However, Pike began working with Inova as soon as Inova was licensed by the PA PUC as an EGS and sought information from Pike. Inova was the first new third-party supplier Pike had been required to onboard; Pike researched the process and provided the Individual Coordination Agreement in March 2022, its current customer database/ECL in September 2022, and the POR agreement and related information in October 2022.[108] By February 2023, Pike confirmed to O&R that Inova had satisfied Pike's requirements and was ready to serve customers, allowing NYISO to activate Inova's load bus.[109]

Pike continued to respond to Inova's operational requests after that point. It provided twenty-four months of historical consumption data, Strata information, Cap Tag and capacity information, and additional customer information, as discussed *supra*. Pike also made requests to

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104 Inova Exh. 7.
105 Tr. 43:21-46:5.
106 Inova Exh. 49, Pike Resp. to Interrog. No. 7, PDF p. 7.
107 Pike Exh. 1 at 2.
108 Pike Exhs. 9-11; Husted Direct at 11.
109 Pike Ex. 12.

O&R specifically on Inova's behalf, even though Pike had never been asked to make comparable requests for any other EGS.[110]

Indeed, during the parties' August 2023 exchange, Mr. Brunhammer expressly told Pike, "I don't think you are blocking me from doing business in PIKE at all."[111] Although the parties disagreed about whether certain additional information existed or could be provided, Pike's course of conduct does not support Inova's claim that Pike denied it access or treated it less favorably than other suppliers.

Accordingly, the evidence does not establish that Pike treated Inova unreasonably or discriminatorily. Nor can the conduct alleged support liability under Sections 1301 or 703, which, as discussed above, do not impose the substantive supplier-coordination duties Inova seeks to enforce. Inova has failed to plead or prove that Pike discriminated against Inova in violation of law.

D. WHETHER PIKE VIOLATED 66 PA. C.S. §§ 2802 AND 2807

Inova also characterizes Pike's alleged withholding or delay of customer data as unlawful interference with the competitive retail electricity market under Sections 2802 and 2807.[112] Neither provision imposes the broad supplier-coordination duty on which Inova's claim depends.

Section 2802 is the General Assembly's declaration of policy underlying the Electricity Generation Customer Choice and Competition Act and imposes no duty for an EGS to fulfill or violate.[113] Among other things, it states the General Assembly's objective of creating direct access to a competitive generation market through the standards and procedures established elsewhere in

110 Inova Exh. 49, Resp. to Interrog. No. 46, PDF p. 46.
111 Complaint ¶ 61.
112 Complaint ¶¶ 107-10, 138-41.
113 66 Pa. C.S. § 2802.

Chapter 28.[114] It does not independently require an EDC to provide an EGS with particular customer, pricing, forecasting, or capacity information. Indeed, Inova cites Section 2802(12) for a purported prohibition against discriminatory treatment of EGSs, Complaint ¶ 76, but that subsection states the purpose of Chapter 28 and addresses the safety and reliability of the electric system; it contains no such discrimination prohibition.

Section 2807 imposes specific duties on EDCs, but none establishes the obligations Inova alleges Pike violated in the instant matter. Section 2807(a) requires an EDC to maintain the integrity of its distribution system and implement procedures requiring EGSs to deliver sufficient energy to meet their obligations to their customers. Section 2807(d)(2) concerns information provided to *customers* so that they can make informed choices among electricity services. And Section 2807(e), on which Inova expressly relies, governs a default service provider's obligation to provide and procure generation supply for default-service customers.[115] It does not require Pike to furnish an EGS with any information, let alone every category of operational information an EGS deems necessary to price its retail supply contracts. As such, Inova has not pled or proven Pike violated Section 2802 or 2807.

E. WHETHER CORNING ENERGY CORPORATION BEARS DIRECT OR DERIVATIVE RESPONSIBILITY FOR THE CONDUCT AT ISSUE

i. Corning Does Not Bear Direct Responsibility for Pike's Regulatory Obligations

Inova alleges that Corning bears direct responsibility because it provides Pike with billing, energy-supply, and other services under the Affiliated Interest Agreement and therefore "controlled and implemented" functions necessary for EGS coordination.[116] It further alleges that Corning

114 *Id.* § 2802(12)-(14).
115 66 Pa. C.S. § 2807 (a), (d), (e).
116 Complaint ¶ 143.

personnel, acting on Pike's behalf, denied or delayed access to information and that Corning thereby knowingly participated in and controlled Pike's alleged violations.[117] However, Inova does not identify any independent regulatory obligation owed by Corning, nor can it.

The obligations at issue in this proceeding reside solely with Pike. Inova challenges Pike's Supplier Tariff, Pike's Commission Orders, Pike's approved settlements, and Pike's supplier-coordination processes, and Counts I through III are framed entirely in terms of Pike's alleged obligations and conduct.[118] Corning, by contrast, is Pike's corporate parent and may provide services to Pike pursuant to a Commission-approved Affiliated Interest Agreement. However, Inova has not shown that Corning provided any of the services at issue in this proceeding.

No Corning personnel were involved in this matter. Ms. Husted is not employed by Corning, Pike's parent.[119] She is employed by Corning Natural Gas Corporation, a separate corporate entity and New York public utility that is also authorized to provide Pike services.[120] Her performance of functions for Pike may be relevant to whether Pike satisfied its obligations, but it does not convert those obligations into separate obligations of Corning, Pike's parent company, which did not and does not employ Ms. Husted.

ii. Corning Does Not Bear Derivative Responsibility for Pike's Regulatory Obligations

Inova alternatively seeks to hold Corning derivatively responsible based on its ownership of Pike.[121] But those circumstances do not collapse the distinction between the two entities or make Corning responsible for Pike's regulatory obligations.

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117 *Id.* at ¶¶ 144-46.
118 Complaint ¶¶ 128-41.
119 Husted Direct at 1-2.
120 *Id.*
121 Complaint ¶¶ 143-46.

Pennsylvania law treats affiliated corporations as separate legal entities even when they share ownership or management. In *Rosemont Taxicab Co.*, the Commonwealth Court rejected an effort to attribute one corporation's compliance history to an affiliate merely because the entities shared common principals.[122] The Court stated "independent entity of the corporate applicant" must be respected, and affiliated corporations remain separate legal entities.[123] Similarly, *PPL Electric Utilities Corp. v. Pa. PUC* recognized that a subsidiary remains a corporation separate and distinct from its parent even where the parent owns all of the subsidiary's stock.[124]

Nothing here warrants treating Pike and Corning as a single entity. Corning's ownership of Pike does not eliminate Pike's separate corporate identity.

Moreover, derivative liability necessarily depends on an underlying violation by Pike. For the reasons discussed *supra*, Inova has not established that Pike violated its Supplier Tariff or the statutory provisions asserted in the Complaint, and Pike has established its compliance with the relevant Commission Orders. Consequently, there is simply no underlying violation for which Corning could bear derivative responsibility.

F. RELIEF

Inova requests findings of violation against Pike and Corning, joint and several liability, and prospective directives requiring changes to Pike's customer-data and EGS-coordination processes, as well as compliance reporting.[125] Each form of relief, however, depends on Inova first proving the underlying violations alleged in the Complaint.[126] For the reasons discussed *supra*, Inova has not done so. The Complaint should therefore be denied.

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122 *Rosemont Taxicab Co. v. Philadelphia Parking Authority*, 68 A.3d 29, 37-38 (Pa. Cmwlth. 2013).
123 68 A.3d at 37-38.
124 *PPL Electric Utilities Corp. v. Pa. PUC*, 2020 Pa. Commw. Unpub. LEXIS 521, at *10-11 (Pa. Cmwlth. Oct. 27, 2020).
125 Complaint ¶¶ 153-58.
126 *Patterson v. Bell Tel. Co. of Pa.*, 72 Pa. P.U.C. 196 (1990)

If the Commission nevertheless determines that Pike did not strictly comply with a discrete Tariff, settlement, or Commission-order requirement, that does not establish the systemic, sustained, discriminatory, or anticompetitive conduct alleged by Inova. The Commission has recognized that utilities are required to provide reasonable, not perfect, performance and that a "singular administrative issue" does not necessarily constitute a regulatory violation.[127] Any finding here should likewise distinguish a discrete technical deficiency from the broader unlawful course of conduct alleged in the Complaint.

V. CONCLUSION

WHEREFORE, for the foregoing reasons, Pike County Light & Power Company and Corning Energy Corporation respectfully request that Your Honor and the Commission:

1. Deny and dismiss with prejudice Inova's Complaint.
2. Alternatively, if the Commission identifies any discrete deficiency in Pike's compliance, determine that it was an isolated administrative matter and not the systemic, sustained, discriminatory, or anticompetitive course of conduct alleged by Inova.

Respectfully submitted,

<u>/s/ Whitney E. Snyder</u>
Whitney E. Snyder, PA Attorney ID No. 316625
Kathryn C. Read-Fisher, PA Attorney ID No. 338505
HMS Legal LLP
501 Corporate Circle, Suite 302
Harrisburg, PA 17110
Phone: 717.236.1300
wesnyder@hmslegal.com
kcr@hmslegal.com
Counsel for PIKE COUNTY LIGHT & POWER COMPANY

Dated: September 2, 2026

[127] *Justin Lewis v. Duquesne Light Co.*, Docket No. F-2023-3043317, 2024 Pa. PUC LEXIS 333, at *15-16 (Opinion and Order entered Nov. 7, 2024).

APPENDIX A – PROPOSED FINDINGS OF FACT

1. Pike County Light & Power Company ("Pike") is a Pennsylvania public utility and electric distribution company wholly owned by Corning Energy Corporation ("Corning"). Husted Direct at 1.

2. Marie Husted is employed by Corning Natural Gas Corporation, an affiliate of Pike, and performs work for Pike that includes communicating with EGSs and providing Eligible Customer Lists. Husted Direct at 1-2.

3. The Commission approved Inova Energy, LLC ("Inova") to provide EGS service in Pike's territory on December 2, 2021. Inova did not obtain the NYISO Load Serving Entity status necessary to serve Pike customers until January 2023. Brunhammer Direct at 14-15; Inova Exh. 28a; Husted Direct at 11.

4. Pike provided Inova with its Individual Coordination Agreement and related forms on March 23, 2022, its then-current ECL on September 29, 2022, and its Purchase of Receivables agreement on October 26, 2022. Pike Exhs. 9-11.

5. On February 8, 2023, Pike confirmed to the NYISO that Inova had satisfied Pike's requirements to begin serving customers. Pike Exh. 12; Tr. 66-67.

6. Pike provided Inova with historical customer usage, customer-specific Cap Tags, and additional rate-code, load-profile, and Strata information. Inova Ex. 37; Pike Exhs. 5-7; Husted Direct at 7-9.

7. Through its ECL and supplemental productions, Pike provided Inova with customer identifying and address information, rate and meter information, load-profile and Strata information, shopping status, net-metering and sales-tax information, historical usage, and capacity information. Husted Direct at 7-9; Pike Exhs. 5-7, 10; Inova Exh. 37.

8. Pike did not have on-peak/off-peak consumption or monthly peak-demand information available because Pike does not have hourly meters for its customers. Husted Direct at 8.

9. Inova never enrolled a customer in Pike's territory and never provided competitive generation service to any Pike customer. Brunhammer Direct at 12-13.

10. Inova did not request that Pike provide it with an ECL each month. Tr. 83:1-5.

11. Because Inova never enrolled or served a Pike customer, no customer billing, cash-reconciliation, or sync-list activity occurred between Pike and Inova. Brunhammer Direct at 12-13.

12. Pike provided Direct with the same ECL that Pike provided to Inova. Inova Exh. 49, Resps. to Interrog. Nos. 4-5.

13. Pike made requests to O&R for information on Inova's behalf and had not made comparable requests on behalf of another EGS. Inova Exh. 49, Resp. to Interrog. No. 46.

14. On March 31, 2023, Inova offered a prospective Pike customer a supply contract and obtained a binding commitment from that customer. Inova Ex. 27.

APPENDIX B – PROPOSED CONCLUSIONS OF LAW

1. The Commission has jurisdiction over Pike and the regulatory claims asserted in Inova's Complaint pursuant to the Public Utility Code. 66 Pa. C.S. §§ 501, 701.

2. Pursuant to Section 332(a) of the Public Utility Code, Inova, as the proponent of the requested findings of liability, bears the burden of proving its asserted bases for liability against Corning by a preponderance of the evidence. 66 Pa. C.S. § 332(a); *Povacz v. Pa. Pub. Util. Comm'n*, 280 A.3d 975, 999, 1006 (Pa. 2022).

3. Section 501(c) of the Public Utility Code requires Pike to comply with the terms and conditions of Commission Orders. 66 Pa. C.S. § 501(c).

4. The EDI Waiver Order relieved Pike from the Commission's EDI requirements while preserving the communication-access requirements approved by the 2019 Settlement Order. The 2020 DSP Order continued those requirements.

5. Paragraph 20 of the 2019 Settlement requires on-peak/off-peak consumption and monthly peak-demand information only if that information is available. Because that information was not available to Pike, Pike was not required to provide it.

6. Paragraph 20's monthly ECL-delivery requirement applies to EGSs serving customers in Pike's territory. Because Inova never enrolled or served a Pike customer, Pike was not required to provide Inova with an ECL each month.

7. Because Inova never enrolled or served a Pike customer, the cash-reconciliation, billing, and sync-list obligations in Paragraphs 21 through 23 were not triggered with respect to Inova.

8. Pike established, by a preponderance of the evidence, that it complied with the Commission-ordered supplier-coordination requirements at issue and therefore did not violate Section 501(c). 66 Pa. C.S. § 501(c).

9. Pike's Supplier Tariff Rule 4.12(c) requires Pike to provide specified information regarding "that EGS's Customers," and the Tariff defines a "Customer" as one receiving competitive energy supply from an EGS. Because Inova never enrolled or supplied a Pike customer, Rule 4.12(c) was not triggered as to Inova. Inova Ex. 1 at 3, 12.

10. Pike's Supplier Tariff Rule 6.2.3 governs forecasting and scheduling obligations concerning an EGS's customers. Because Inova never enrolled or supplied a Pike customer, Inova did not establish a violation of Rule 6.2.3. Inova Ex. 1 at 19.

11. Section 1301 of the Public Utility Code governs public-utility rates and does not create an independent supplier-coordination obligation applicable to the conduct alleged by Inova. 66 Pa. C.S. § 1301. Section 703 governs Commission complaint proceedings and likewise creates no independent substantive supplier-coordination duty. 66 Pa. C.S. § 703.

12. Section 2802 of the Public Utility Code outlines the General Assembly's policy underlying the Electricity Generation Customer Choice and Competition Act and does not independently require Pike to provide an EGS with particular customer, forecasting, pricing, or capacity information. 66 Pa. C.S. § 2802.

13. Section 2807 of the Public Utility Code does not impose the supplier-information obligations asserted by Inova, and Inova did not establish that Pike violated Section 2807 or unlawfully interfered with Inova's participation in the competitive retail electricity market. 66 Pa. C.S. § 2807.

14. The supplier-coordination duties at issue arise from obligations imposed on Pike, not Corning Energy Corporation. Inova did not establish any independent statutory, Tariff, or Commission-order obligation requiring Corning to perform the supplier-coordination functions at issue.

15. Pike and Corning are separate corporate entities, and Corning's ownership of Pike does not make Corning derivatively responsible for Pike's regulatory obligations. *Rosemont Taxicab Co. v. Philadelphia Parking Authority*, 68 A.3d 29, 37-38 (Pa. Cmwlth. 2013).

16. Inova did not carry its burden of establishing its claims or a basis for direct or derivative liability against Corning.

17. The Complaint should therefore be denied and dismissed with prejudice.

APPENDIX C – PROPOSED ORDERING PARAGRAPHS

1. Inova Energy, LLC's Formal Complaint against Pike County Light & Power Company and Corning Energy Corporation is denied and dismissed with prejudice.

2. Inova Energy, LLC's requested findings of regulatory liability against Pike County Light & Power Company and Corning Energy Corporation are denied.

3. All other relief requested by Inova Energy, LLC is denied.

4. This proceeding at Docket No. C-2026-3060035 is closed.

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 52 Pa. Code § 1.54 (relating to service by a party).

VIA E-MAIL

Michael J. Brooks, Esquire
Law Offices of Michael J. Brooks
252 West Swamp Road, Suite 13
Doylestown, Pennsylvania 18901
attorney@law-brooks.com

Counsel for Inova Energy, LLC

/s/ Whitney E. Snyder
Whitney E. Snyder

Dated this 2nd day of September, 2026

<u>CERTIFICATE OF SERVICE</u>

I hereby certify that I have this day served a true copy of the forgoing document upon the parties, listed below, in accordance with the requirements of § 1.54 (relating to service by a party). This document has been filed electronically on the Commission's electronic filing system and served on the following:

VIA EMAIL

Michael J. Brooks, Esquire
252 West Swamp Road, Suite 13
Doylestown, PA 18901
Attorney@Law-Brooks.com

/s/ Whitney E. Snyder
Whitney E. Snyder
Kathryn C. Read-Fisher

Dated: September 2, 2026