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September 23, 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 REPLY BRIEF**

Dear Secretary Homsher:

Enclosed you will find the Reply 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.	:	

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

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Dated: September 23, 2026

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I. INTRODUCTION

Inova's Main Brief fails to prove a violation of the Public Utility Code, the Commission's regulations, or a Commission order. It devotes pages to Pike's internal processes, the age of Pike's Tariff, the information Inova wanted, the information Inova believed would have made its business easier, and ways Pike might have handled the process differently. But this proceeding is not an audit of whether Pike's supplier-coordination process was perfect. It is a complaint proceeding in which Inova bears the burden of proving that Pike violated a specific statute, regulation, Tariff provision, or Commission Order.

Pike does not claim that every aspect of this process was perfect. Imperfection, however, is not liability for a regulatory violation. The Commission is not being asked to grade Pike's administration in hindsight; it is being asked to determine whether Pike violated a specific statute, regulation, Tariff provision, or Commission Order, and Inova's lengthy brief fails to establish one.

Instead, Inova accumulates theories. When one provision does not establish liability, it turns to another; when the Tariff does not require what Inova wanted, it invokes broader statutory language, competitive-policy provisions, affiliate relationships, and Miller's involvement in Pike's responses. The reason for the sprawl is apparent: Inova wants a liability determination it believes it can carry back to federal court and use in pursuit of damages, an objective it has made clear throughout this dispute. However, with respect to this proceeding, Inova still must prove an actual violation, and because it cannot, its Main Brief instead piles theory upon theory around the absence of one.

After forty-five pages, the central problem remains unchanged: Inova has not met its burden of proof.

II. ARGUMENT

A. Inova's Claims Depend on Supplier-Coordination Duties That Were Not Triggered as to Inova.

As explained in Pike's Main Brief, the duties Inova invokes under Supplier Tariff Rules 4.12(c) and 6.2.3, as well as Paragraph 20 of the 2019 Settlement's monthly ECL delivery requirement, were not triggered as to Inova because Inova never served customers in Pike's territory.¹ Inova's Main Brief largely sidesteps that threshold issue, focusing instead on whether the disputed supplier-coordination duties remained in effect after the 2019 Commission Orders without identifying how Pike violated a particular requirement applicable to Inova.²

While the applicability defect in Inova's claims is independently dispositive, it is not the only deficiency in Inova's claims. Even assuming, solely for purposes of argument, that the disputed duties applied, Inova still had to identify a specific requirement that Pike failed to satisfy and prove the corresponding violation. As discussed below, its Main Brief does neither.

1. Even Assuming Rule 4.12(c) Applied to Inova, Inova Never Identifies How Pike Violated It.

Rule 4.12(c) defines the information Pike must disclose to EGSs, specifically "regarding that EGS's Customers."³ Inova undisputedly had no Tariff-defined Customers.⁴ Regardless, Inova's Main Brief does not identify a single category of information required by the Rule that Pike failed to provide. Instead, Inova devotes nearly its entire discussion of Rule 4.12(c) to arguing that the Rule remained effective after the 2019 Commission Orders.⁵ In doing so, Inova responds to a position Pike did not take, because Pike has never contended that Rule 4.12(c)'s "substantive

¹ Pike M.B. at 16, 20-22.

² Inova M.B. at 13-28.

³ Inova Exh. 1 at 3, 12, Rule 4.12(c).

⁴ Pike Exh. 1, Resps. to Interrogs. 1.

⁵ Inova M.B. at 23-25, 44.

customer-information function disappeared” after the Commission granted Pike’s EDI waiver.⁶ Pike’s position is that the Rule was not triggered as to Inova and, independently, that Pike provided the information the Rule requires.

Inova’s own brief confirms that Pike supplied twenty-four months of historical usage and later provided additional ECL, capacity, and Class Strata information.⁷ Pike’s Main Brief likewise identifies each category of information required by Rule 4.12(c) and the corresponding record evidence showing that Pike provided it.⁸ Inova, on the other hand, asks the Commission to find that Pike violated Rule 4.12(c) without identifying the conduct it contends constitutes the violation.

Consequently, Inova has not carried its burden of proving a Rule 4.12(c) violation. Commission regulations require the party bearing the burden of proof to “completely address, to the extent possible, every issue raised by the relief sought and the evidence adduced at hearing” in its main or initial brief.⁹ Establishing that Rule 4.12(c) remained in effect after 2019 does not establish that Pike violated it. Inova still had to show that the Rule applied to Inova and identify a requirement Pike failed to satisfy, and its Main Brief does neither.

2. Even Assuming Rule 6.2.3 Applied to Inova, Inova Does Not Identify Any Requirement Pike Failed to Satisfy.

Inova’s Rule 6.2.3 violation argument fares no better than its Rule 4.12(c) argument. Rule 6.2.3 requires Pike “[t]o assist EGSs in the scheduling process” for the EGS’s customers by providing historical customer electric-consumption data, customers’ load-profile strata, and scheduling software containing the applicable losses and load-profile factors.¹⁰ Because Inova

⁶ Inova M.B. at 24.

⁷ *Id.* at 24.

⁸ Pike M.B. at 21.

⁹ 52 Pa. Code § 5.501(a)(3).

¹⁰ Inova Exh. 1 at 19.

never enrolled or supplied any customers in Pike’s territory, those customer-specific scheduling obligations were never triggered as to Inova.¹¹

Rule 6.2.3 nevertheless makes the deficiency in Inova’s claim particularly clear because it identifies the assistance Pike must provide, and Inova itself acknowledges that Pike supplied twenty-four months of historical usage and later provided Class Strata information.¹² Pike, in turn, identified the record evidence concerning the applicable losses and load-profile factors that was provided to Inova.¹³ Inova never identifies what, among the assistance specified in Rule 6.2.3, Pike failed to provide.

Inova faces the same problem here as under Rule 4.12(c): it failed to identify a concrete Rule 6.2.3 violation, and instead its argument focuses almost entirely on the effect of the 2019 Commission Orders and whether those Orders eliminated the Rule’s substantive scheduling-assistance obligations.¹⁴ However, Pike never argued that Rule 6.2.3 ceased to exist after 2019.¹⁵ Regardless, establishing that Rule 6.2.3 remained applicable after the 2019 Commission Orders is not the same as establishing that Pike violated it. Inova still must identify a particular obligation imposed by the Rule that Pike failed to satisfy, and it identifies none.¹⁶

3. Paragraph 20’s Monthly ECL Delivery Requirement Did Not Apply to Inova, and Inova Otherwise Fails to Establish a Violation of the ECL Requirements.

Inova’s Paragraph 20 argument rests on a basic conflation: the obligation to maintain and update the ECL is distinct from the obligation to provide it monthly to qualifying EGSs.¹⁷ Paragraph 20 requires Pike to develop and update an Eligible Customer List monthly and specifies

¹¹ Pike M.B. at 22.

¹² Inova M.B. at 24.

¹³ Pike M.B. at 22-23.

¹⁴ Inova M.B. at 25-26.

¹⁵ Pike M.B. at 9, 19-20.

¹⁶ See Inova M.B. at 25-26, 44.

¹⁷ Pike Exh. 4 at 8-9, ¶ 20.

the information the ECL must contain, but separately limits monthly delivery to “electric generation suppliers serving in its territory.”¹⁸ Inova never enrolled or supplied a customer in Pike’s territory, and it never asked Pike to provide the ECL monthly.¹⁹ The absence of monthly transmissions to Inova therefore does not establish a violation of Paragraph 20.

Nor does the interval between Pike’s September 2022 and March 2025 ECL transmissions establish a violation. Paragraph 20 conditions monthly delivery on an EGS “serving in” Pike’s territory, and Inova was not such an EGS at any point during that interval. Inova does not contend otherwise; it argues only that no monthly transmissions occurred. Because the monthly-delivery obligation was never triggered as to Inova, the absence of transmissions during that period is not a deficiency in Pike’s performance, and Pike provided the ECL each time Inova asked for it.²⁰

The hearing testimony on which Inova relies does not establish otherwise. Ms. Husted testified that Pike had not provided additional information to Inova after March 5, 2025.²¹ Judge Guhl then noted that the ECL was to be updated monthly and asked why Pike had not been “doing that for Inova,” to which Ms. Husted explained that she believed Pike was awaiting direction during the proceeding.²² Inova treats this exchange as an admission that Pike failed to maintain or update its underlying ECL.²³ However, the question concerned what Pike had been providing and doing “for Inova,” not whether Pike had ceased maintaining its ECL altogether.²⁴ Indeed, on redirect, Ms. Husted confirmed that Inova had never indicated that it wanted the ECL provided

¹⁸ *Id.*
¹⁹ Pike M.B. at 16; Tr. 83:1-5.
²⁰ Pike M.B. at 16; Tr. 83:1-5.
²¹ Tr. 81:8-21.
²² Tr. 82:1-7.
²³ Inova M.B. at 17-18.
²⁴ Tr. 81:8-21, 82:1-7

monthly.²⁵ Inova identifies no evidence that Pike failed to maintain or update the underlying ECL itself.

The March 5, 2025 correspondence likewise does not transform Pike's voluntary provision of information into a monthly delivery obligation that Paragraph 20 did not impose. Inova emphasizes Pike's request that Inova advise whether it wished to receive the ECL monthly and Pike's offer to establish access.²⁶ But an offer to provide monthly access does not establish that Pike was already legally required to do so. Inova still was not serving any Pike customer, and it had not requested monthly delivery.

Inova's remaining ECL allegations focus heavily on instances where Pike's descriptions of particular information were imprecise. Pike does not dispute that some of its responses could have been clearer, particularly as the parties worked through what information Inova was seeking, what Pike maintained directly, and what could be obtained through O&R.²⁷ But those communications must be measured against what Pike actually provided. Pike transmitted its ECL in September 2022, including the Load Profile Group information Inova later contended was missing.²⁸ Pike provided twenty-four months of historical customer usage in May 2023.²⁹ After Inova clarified its request for customer-specific capacity information, Pike obtained and provided the requested Cap Tags through O&R in July 2023.³⁰ Pike similarly obtained additional load-profile and Strata information through O&R and provided it to Inova in August 2023.³¹

The March 2025 Load Profile Group issue illustrates the difference between an inaccurate response and a failure to provide required information. Pike incorrectly stated that it did not possess

²⁵ Tr. 83:1-5.

²⁶ Inova M.B. at 16-18; Inova Exh. 9 at 1.

²⁷ See Inova Exhs. 37-39; Tr. 75:1-3.

²⁸ Pike Exhs. 10, 13; Husted D.T. 6:11-14; Tr. 30:20-31:17, 33:1-6.

²⁹ Inova Exh. 37.

³⁰ Pike Exhs. 5-6; Husted D.T. 9:1-4.

³¹ Pike Exhs. 7, 7a; Husted D.T. 7:2-6.

Load Profile Group information, but Ms. Husted acknowledged the error and confirmed that Pike had already provided that information to Inova in Pike Exhibit 13.³² That same correspondence provided another ECL and twenty-four months of historical usage and offered to work with Inova regarding additional load-profile information.³³ The record therefore supports, at most, criticism of how Pike sometimes described the information available to it, not a finding that Pike withheld information required by Paragraph 20.

In the end, Inova cannot obtain findings of violations it fails to identify and prove, particularly where Rules 4.12(c) and 6.2.3, and Paragraph 20's monthly ECL delivery requirements were not triggered as to Inova in the first place. Inova's Main Brief therefore leaves those alleged violations unproven and, pursuant to the Commission's regulations, waived.³⁴

B. Inova's Market-Exclusion Narrative Is Contradicted by Its Own Evidence.

Inova's market-exclusion narrative depends on the premise that Pike's conduct prevented Inova from competing in Pike's territory or left it unable to price and offer competitive service.³⁵ As discussed *supra*, Inova has not established the underlying supplier-coordination violations it alleges. Inova has the burden to prove Pike violated a requirement that lead to exclusion and has totally failed to do so. Moreover, Inova's claim that Pike's conduct prevented or materially impaired its ability to compete is impossible to reconcile with Inova's own evidence.

By February 8, 2023, Pike had confirmed that Inova had "met all of [Pike's] requirements" and was "ready to serve customers."³⁶ Within weeks, Mr. Brunhammer had secured binding

³² Husted D.T. 10:3-7; Inova Exh. 9 at 2-3.

³³ Inova Exh. 9 at 1-3; Husted D.T. 10:8-11:4; Tr. 75:12-76:15.

³⁴ 52 Pa. Code § 5.501(a)(3).

³⁵ Inova M.B. at 28-39.

³⁶ Pike Ex. 12; Tr. 66:11-67:3.

contracts from several commercial customers at a fixed energy price.³⁷ Inova’s contemporaneous documents confirm that, on March 31, 2023, it offered prospective Pike customers eleven-month contracts at 10.24 cents per kWh and instructed them to commit that day so Inova could aggregate and hedge their load together.³⁸ Inova plainly was able to formulate a competitive supply offer, establish a fixed energy price, and secure binding customer commitments before receiving several categories of information it later characterized as necessary to do so.

Inova’s August 2023 communications make the contradiction more explicit. In the same exchange in which Mr. Brunhammer called additional data “imperative” to pricing, he acknowledged that Pike had already provided Cap Tags, explained that O&R’s templated load-profile information could be used for smaller customers, and told Pike: “I don’t think you are blocking me from doing business in PIKE at all.”³⁹ Mr. Brunhammer’s own contemporaneous account thus reduces the dispute to one over the precision and risk associated with pricing certain larger accounts, not whether Pike had prevented Inova from competing in its territory.

In the end, Inova’s Main Brief never reconciles its market-exclusion theory with the evidentiary record. It identifies no customer lost because of Pike’s conduct, no enrollment request Pike rejected, and no evidence tying the additional information Inova sought to its failure to commence service. The evidence instead shows that Pike confirmed Inova was ready to serve customers, Inova secured binding fixed-price commitments, and Mr. Brunhammer admitted that he did not believe that Pike was blocking Inova from doing business in its territory. On Inova’s own evidence, Pike did not exclude Inova from the market.

³⁷ Tr. 33:10-34:2.

³⁸ Inova Exh. 27.

³⁹ Pike Ex. 44 at PIKE000070-72.

C. Inova Cannot Supply the Missing Violation Through New, Expanded, or Derivative Legal Theories.

1. Rule 7.3(b), 52 Pa. Code §§ 54.121 and 54.122, and Inova's Expanded Section 1501 Theory Do Not Supply New Independent Bases for Liability.

Inova is attempting to expand the legal bases for liability beyond the violations it actually plead in its Complaint. The Complaint specifically identifies Rules 4.12(c) and 6.2.3 as the Supplier Tariff provisions Pike allegedly violated and expressly requests a finding of liability under those provisions.⁴⁰ Rule 7.3(b) and 52 Pa. Code §§ 54.121 and 54.122 were not identified in the Complaint as independent bases for liability, while Section 1501 appeared only in the Complaint's general statement of scope and not in any substantive count or requested finding of violation.⁴¹ Inova's Main Brief nevertheless advances each as an additional basis for liability, devoting a separate subsection to Rule 7.3(b), invoking 52 Pa. Code §§ 54.121 and 54.122 as additional regulatory bases for liability, and developing Section 1501 into a supplier-coordination theory not pleaded in the Complaint.⁴² Pike therefore reasserts and preserves its objection to consideration of each of these theories as an independent basis for liability.⁴³ To the extent the Commission entertains Inova's additional theories, they are baseless.

First, Pike did not violate Rule 7.3(b). Inova emphasizes that the Rule contemplates the use of load profiles for customers without hourly meters and argues that Pike's lack of hourly meters therefore triggers the Rule.⁴⁴ But Rule 7.3(b) does not require Pike to create or furnish a load profile merely because it serves customers without hourly meters. The Rule requires Pike to provide "the load profiles used by the Company for settlement and balancing purposes."⁴⁵ Pike

⁴⁰ Compl. ¶¶ 22-23, 99, 129-30, 153(a).

⁴¹ Compl. ¶ 3, 128-41, 153.

⁴² Inova M.B. at 26-29, 33-36.

⁴³ Pike M.B. at 24-25; *Sunoco Pipeline, L.P. v. Pa. Pub. Util. Comm'n*, 295 A.3d 37, 52-54 (Pa. Cmwlth. 2023).

⁴⁴ Inova M.B. at 26-28.

⁴⁵ Inova Exh. 1 at 19, Rule 7.3(b).

confirmed that it does not possess or utilize such load profiles and that O&R performs the relevant NYISO billing and reconciliation functions.⁴⁶ Pike also confirmed that the load-profile information it did possess was provided to Inova or obtained from O&R at Inova's request.⁴⁷ Inova identifies no evidence that Pike itself used a load profile for settlement and balancing and failed to provide it. Pike's willingness to obtain additional information from O&R or assist Inova in assembling customer-specific information does not establish that Pike possessed or used a load profile subject to Rule 7.3(b)'s disclosure requirement.

Second, Inova's reliance on the Commission's competitive-safeguard regulations suffers from a similar problem. Section 54.121 details the purposes of those safeguards, while Section 54.122 prohibits specified preferential and discriminatory conduct, including preferential disclosure of customer information and discriminatory provision of regulated services or application of tariffs.⁴⁸ Inova relies heavily on Pike's existing relationship with Direct/NRG, but expressly acknowledges that the record does not establish that Direct requested and received every item sought by Inova and that not every difference in Pike's dealings with the two suppliers establishes discrimination.⁴⁹ Direct was already serving Pike customers, while Inova never enrolled or served one.⁵⁰ Pike nevertheless provided Inova the same ECL provided to Direct and made requests to O&R for information on Inova's behalf that it had not made for another EGS.⁵¹ On this record, the existence of different operational activity for an incumbent supplier serving customers does not establish that Pike afforded Direct a prohibited preference or applied its Tariff to Inova discriminatorily.

⁴⁶ Inova Exh. 12, Resp. to RFA No. 4.

⁴⁷ Inova Exh. 11, Resps. to Interrogs. Nos. 38-39.

⁴⁸ 52 Pa. Code §§ 54.121, 54.122(2), (6), (7).

⁴⁹ Inova M.B. at 34-35.

⁵⁰ Brunhammer Direct at 12-13.

⁵¹ Inova Exh. 49, Resps. to Interrogs. Nos. 5, 46.

Inova’s newly developed Section 1501 argument fares no better. Although Inova referenced Section 1501 generally in its Complaint, none of its counts pled the supplier-coordination theory it now advances.⁵² Inova now characterizes its allegations concerning delays, information availability, ECL administration, and supplier coordination as independently unreasonable service under Section 1501.⁵³ However, the Pennsylvania Supreme Court recently rejected a similar attempt to use a general Public Utility Code service provision to create an EDC obligation that did not otherwise exist. In *Interstate Gas Supply, Inc.*, several EGSs argued that an EDC was required to provide them the same on-bill billing capability it used for its own non-commodity products and services.⁵⁴ The Court’s analysis turned on the definition of “service” in Section 102 of the Code, which governs the term as used in both Section 1501 (at issue here), and Section 1502(at issue in *Interstate Gas Supply Inc.*)⁵⁵ The Court explained that “service” under the Code is limited to acts performed by a public utility “in the performance of [its] duties under this part,” and therefore Section 1502 could not itself create an EDC duty that did not otherwise exist.⁵⁶ Thus, allegations of discriminatory conduct that did not violate a specific provision of the Public Utility Code, Commission regulations or a Commission order could not suffice to show violation of requirement to provide non-discriminatory service.⁵⁷

So too here. Section 1501 likewise makes requirements as to “service” but does not itself define the duty or reasonable service – ie. what customer data, load-profile information, capacity information, or ECL materials Pike was required to provide to an EGS to define what reasonable service requires. As such, the particular supplier-coordination duties Inova invokes must arise from

⁵² Compl. ¶¶ 128-41.

⁵³ 66 Pa.C.S. § 1501; Inova M.B. at 29, 33, 36.

⁵⁴ *Interstate Gas Supply, Inc. v. Pa. PUC*, 343 A.3d 1152, 1154-56 (Pa. 2025)

⁵⁵ 66 Pa.C.S. §§ 102, 1501; *Interstate Gas Supply, Inc.* at 1158-60.

⁵⁶ *Id.* at 1159-60.

⁵⁷ *Id.* at 1160.

Pike's Tariff, the Commission Orders, or another applicable source imposing them; Section 1501 does not independently enlarge those obligations. Recasting the same alleged deficiencies as unreasonable service therefore does not establish an underlying duty that Inova failed to prove under the authorities governing the information at issue.

2. The Direct/NRG Evidence Does Not Establish Discriminatory Treatment.

Inova expressly disclaims that Direct/NRG requested or received any information sought by Inova and acknowledges that not every difference in Pike's dealings with the two suppliers constitutes unlawful discrimination.⁵⁸ Instead, Inova relies on Direct/NRG's existing non-EDI supplier relationship as a benchmark for Pike's treatment of Inova.⁵⁹ The comparison does not establish discriminatory treatment.

The record lacks evidence as to how Pike interacts with Direct, other than Pike's own evidence that it provides Direct with the same information it provided to Inova or would provide had Inova enrolled customers. There is no record evidence that Pike furnished Direct/NRG customer information while withholding comparable information from Inova. Pike confirmed that the ECL provided to Inova was also provided to Direct upon request.⁶⁰ Pike also contacted O&R specifically on Inova's behalf to obtain information Pike did not itself possess, including capacity, Strata, and load-profile information.⁶¹ Indeed, Pike identified no other instance in which it had made such a request to O&R on behalf of an EGS.⁶²

Direct/NRG and Inova are in no way similarly situated. Direct's supplier relationship with Pike predated Corning's 2016 acquisition of Pike from O&R, and Direct was already operating on

⁵⁸ Inova M.B. at 34-35.

⁵⁹ *Id.* at 30-35.

⁶⁰ Inova Exh. 49, Resp. to Interrog. No. 5.

⁶¹ Inova Exh. 49, Resp. to Interrog. No. 46; Pike Exhs. 5-7.

⁶² Inova Exh. 49, Resp. to Interrog. No. 46.

Pike's system and serving an existing customer base when Corning acquired the utility.⁶³ Inova, by contrast, was the first new EGS Pike was asked to onboard under Corning's ownership.⁶⁴ The process Pike continued using for an incumbent supplier already serving customers therefore does not establish that Pike treated Inova discriminatorily when onboarding a new supplier.

The Direct/NRG evidence therefore reflects two materially different supplier relationships: Direct was continuing to serve an existing customer base, while Inova was seeking to enter Pike's territory as a new supplier. Inova fails to establish that Pike gave Direct a prohibited preference, withheld comparable customer information from Inova, or applied its Tariff to Inova on discriminatory terms.

3. Inova's Chapter 28 Theory Adds No Independent Basis for Liability.

Inova's Chapter 28 theory is derivative of the same Tariff and Commission-order violations it has failed to establish elsewhere in its Main Brief. Inova expressly disclaims any contention that Sections 2802 and 2807 independently transform each category of information requested by an EGS into an element of statutory "direct access."⁶⁵ Instead, Inova acknowledges that the specific supplier-coordination obligations at issue arise from Pike's Supplier Tariff and the Commission Orders, while Chapter 28 provides the broader statutory framework within which those obligations operate.⁶⁶

The broader direct-access framework does not expand those specific obligations beyond their terms. Inova relies on Sections 2802, 2803, 2806(e), and 2807 to describe Pennsylvania's competitive-market structure and the role of an EDC in facilitating access to its distribution system.⁶⁷ But none of those provisions eliminate the limitations contained in the regulatory

⁶³ Pike M.B. at 2; Tr. 69:14-70:22.

⁶⁴ *Id.*

⁶⁵ Inova M.B. at 39.

⁶⁶ *Id.*

⁶⁷ Inova M.B. at 36-39.

instruments that Inova says implement that framework. Chapter 28 does not convert information required only for an EGS's "Customers" into information owed to a prospective supplier with no enrolled customers, eliminate Paragraph 20's "if available" limitations, or extend its monthly ECL-delivery requirement beyond EGSs "serving in" Pike's territory.

Inova attempts to bridge that gap by arguing that Pike's alleged failures "materially impaired" its ability to perform forecasting, scheduling, capacity, and settlement functions.⁶⁸ However, asserted consequences do not establish a statutory violation where the underlying obligation has not been proven. As discussed above, Inova has not established the Tariff or Commission-order violations on which its Chapter 28 theory expressly depends, and the record does not support its broader claim that Pike excluded Inova from the market.

Chapter 28 therefore supplies context for Pike's supplier-coordination obligations, not an alternative source of liability when the specific duties governing that conduct were not violated. Inova cannot use policies of direct access and retail competition to enlarge the obligations imposed by Pike's Tariff and the Commission Orders after failing to establish a violation of those obligations themselves.

D. Inova Does Not Establish Corning's Liability.

Inova's Complaint improperly blurred the distinction between the named Respondent, Corning Energy Corporation ("Corning"), formerly Corning Natural Gas Holding Corporation ("CNGHC") and the separate affiliate Corning Natural Gas Corporation ("CNG"). Although the Complaint recognized that the Affiliated Interest Agreement was between Pike and CNG, it nevertheless attributed CNG's performance under that agreement to "Corning," characterized CNG employees as "Corning personnel," and sought to hold the named Corning Respondent

⁶⁸ Inova M.B. at 39.

directly and derivatively responsible for Pike's alleged violations.⁶⁹ Inova's Main Brief materially narrows that theory. It now acknowledges that CNG is a separate corporate entity from Corning and that CNG personnel performed the supplier-coordination functions at issue on Pike's behalf.⁷⁰

Inova is therefore left with two distinct theories. First, it argues that Pike remains responsible for compliance with its own Tariff and Commission Orders when functions are performed on Pike's behalf by CNG personnel.⁷¹ But that theory establishes, at most, Pike's responsibility for conduct performed through its affiliate-service arrangement. Inova expressly states that conduct performed solely by CNG personnel remains attributable to Pike and that Corning should not be held responsible merely because of common ownership or corporate affiliation.⁷² Second, Inova seeks to impose direct responsibility on Corning based on Russell Miller's conduct while acting as an officer of CNGHC.⁷³ Neither theory establishes liability against Corning.

1. Inova's Affiliate-Service Theory Does Not Establish Liability Against the Named Corning Respondent.

Once the entities are kept straight, Inova's affiliate-service theory does not reach Corning. The Affiliated Interest Agreement is between Pike and CNG, and CNG personnel performed the supplier-coordination functions at issue on Pike's behalf.⁷⁴ Inova now expressly acknowledges both points: CNG is a separate corporate entity from the named Respondent, Corning, and Pike remains responsible for compliance with its own Tariff and Commission Orders when those functions are performed by affiliate personnel on Pike's behalf.⁷⁵ Indeed, Inova expressly attributes

⁶⁹ Compl. ¶¶ 69-70, 111-21, 143-50.

⁷⁰ Inova M.B. at 40-43.

⁷¹ Inova M.B. at 42-43.

⁷² *Id.*

⁷³ *Id.* at 42.

⁷⁴ Inova M.B. at 40-42.

⁷⁵ *Id.* at 41-42.

conduct performed solely by CNG in carrying out Pike’s regulated obligations to Pike, not Corning.⁷⁶

The Public Utility Code expressly contemplates affiliated-service arrangements, and the use of such an arrangement does not itself collapse the participating entities or transfer the regulated utility’s obligations to the affiliate.⁷⁷ For example, in *New Garden*, the regulated utility had no employees and obtained its administrative and operating services from a separate affiliate pursuant to an affiliated-interest agreement.⁷⁸ And in *Twin Lakes*, there was even more extensive overlap: the parent owned all of the utility’s stock, supplied its capital, provided operational services, made managerial decisions, and shared officers, counsel, and an address with the utility.⁷⁹ The Commonwealth Court nevertheless declined to disregard the entities’ separate corporate identities absent the unusual circumstances required for veil piercing.⁸⁰ Inova expressly disclaims any request to disregard CNG’s and Corning’s separate corporate identities or to impose liability on Corning merely because of common ownership or corporate affiliation.⁸¹

Given Inova’s own framing, the affiliate-service arrangement supplies no basis for liability against Corning - Inova attributes CNG’s supplier-coordination work to Pike, not Corning.⁸² Nothing in the arrangement shows that CNG performed those functions on Corning’s behalf or that Corning assumed Pike’s obligations under the Tariff or Commission Orders. The arrangement explains how Pike performed its regulated obligations; it does not establish a basis for imposing those obligations, or liability for their performance, on Corning.

⁷⁶ *Id.* at 42-43.

⁷⁷ 66 Pa.C.S. § 2102; *New Garden Twp. v. Pa. Pub. Util. Comm’n*, 244 A.3d 851, 855-56 (Pa. Cmwlth. 2020); *Twin Lakes Utils., Inc. v. Pa. Pub. Util. Comm’n*, 281 A.3d 384, 390-91 (Pa. Cmwlth. 2022).

⁷⁸ *New Garden Twp.*, 244 A.3d at 855-56.

⁷⁹ *Twin Lakes Utils.*, 281 A.3d at 390-91.

⁸⁰ *Id.*

⁸¹ Inova M.B. at 43.

⁸² Inova M.B. at 41-43.

Accordingly, Inova's affiliate-service theory does not establish liability against Corning for supplier-coordination functions performed by CNG on Pike's behalf.

2. Miller's Participation in Pike's Response Does Not Establish That Corning Directed, Approved, or Participated in a Violation.

Inova separately tries to reach Corning through Miller's involvement in Pike's responses to Inova. But far from showing Miller directing a violation, the very communications on which Inova relies include his express instruction that the personnel handling Pike's response "ensure we have provided all items our tariff obligates us to."⁸³ At the hearing, Ms. Husted testified that Miller was Vice President of Energy Supply for Corning in 2023 and confirmed both that instruction and Miller's subsequent request for verification that Pike had fulfilled its Tariff obligations.⁸⁴ Inova likewise points to Miller's responses concerning capacity information and his direction that personnel seek additional information from O&R.⁸⁵ On that record, Inova asks the Commission to hold Corning directly responsible only "to the extent" an established violation resulted from conduct undertaken, directed, approved, or participated in by Miller while acting on behalf of CNGHC.⁸⁶

Even assuming Miller's conduct while acting for CNGHC may be attributed to Corning, that establishes only whose conduct may be attributed to Corning, not that the conduct itself constituted or caused a violation. Pennsylvania's participation liability cases provide a useful analogue. In *Kaites*, the corporate officer was the company's president and CEO, was responsible for management decisions concerning the facility, and handled the company's dealings with DER

⁸³ Inova Exh. 44 at PIKE000069.

⁸⁴ Tr. 67:13-19; 68:11-18.

⁸⁵ Inova M.B. at 41-42.

⁸⁶ *Id.* at 42.

and resolution of compliance orders.⁸⁷ The Commonwealth Court nevertheless rejected liability because those managerial and compliance responsibilities did not establish that the officer actually participated in the statutory violations; the record lacked “positive proof of wrongful conduct” and specific evidence of intentional neglect or misconduct.⁸⁸ The Commonwealth Court likewise explains that participation liability rests on the officer’s own actions and participation in the corporation’s wrongful conduct, rather than their corporate status or managerial responsibilities, and requires a causal connection between the officer’s wrongful conduct and the underlying violation.⁸⁹ Inova’s own formulation requires the same connection here: an established violation must have “resulted from” Miller’s conduct.⁹⁰

The communications Inova relies upon do not establish that connection. When Inova sought the capacity associated with individual Strata IDs, Miller asked Inova to identify its questions in advance so that responsive information could be prepared for the parties’ discussion, and then directed Pike personnel to ask O&R what capacity tag or capacity was associated with each Strata ID.⁹¹ When Inova later expanded its request to yearly peak/off-peak load and hourly metered data, Stephens relayed Miller’s responses explaining that Pike did not receive or use that information and could not obtain customer billing or usage data from O&R.⁹² Miller then told Inova directly that Pike had not provided those additional data categories to another EGS and could not provide them to Inova.⁹³ Inova also acknowledged that Pike had already provided capacity

⁸⁷ *Kaites v. Commonwealth, Department of Environmental Resources*, 529 A.2d 1148, 1151-52 (Pa. Cmwlth. 1987).

⁸⁸ *Id.* at 1152.

⁸⁹ *B&R Resources, LLC v. Department of Environmental Protection*, 180 A.3d 812, 818, 821-22 (Pa. Cmwlth. 2018).

⁹⁰ Inova M.B. at 42.

⁹¹ Inova Exh. 44 at PIKE000052-54.

⁹² *Id.* at PIKE000049-50.

⁹³ *Id.* at PIKE000048.

tags and Miller expressly directed Pike personnel to “ensure we have provided all items our tariff obligates us to,” after which Pike personnel responded that the Tariff review would continue.⁹⁴

Read in context, those communications show Miller distinguishing between information Pike could obtain or provide and information Pike did not possess, while directing personnel to confirm that Pike had nevertheless satisfied its actual Tariff obligations. They do not show Miller instructing Pike to withhold information required by the Tariff, approving noncompliance, or otherwise causing an alleged violation. Indeed, after Miller advised that Pike could not provide the additional peak/off-peak and hourly usage data, Inova itself responded that it did not believe Pike was “blocking” it from doing business in Pike’s territory.⁹⁵

Inova therefore cannot establish Corning’s liability merely by showing that Miller participated in Pike’s responses to Inova. It must connect Miller’s conduct to an actual violation, and the communications on which Inova relies do not establish any violation or wrongdoing.

⁹⁴ *Id.* at PIKE000048; 69-70.

⁹⁵ *Id.* at PIKE000071.

III. CONCLUSION

For the foregoing reasons, Pike County Light & Power Company and Corning Energy Corporation respectfully request that Your Honor and the Commission reject the arguments raised in Inova's Main Brief and grant the relief requested in Pike's Main Brief:

1. Deny and dismiss with prejudice Inova's Complaint; and
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,

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Dated: September 23, 2026

CERTIFICATE OF SERVICE

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:

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Dated this 23rd day of September, 2026