



February 18, 2021

VIA E-FILE

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
P.O. Box 3265
Harrisburg, PA 17105-3265

RE: Tenant Union Representative Network v. PECO Energy Company
Docket No. C-2020-3021557

CAUSE-PA § 5.412a filing of admitted evidence

Secretary Chiavetta:

Pursuant to 52 Pa. Code § 5.412a, please accept for filing the following preserved written testimony, along with the associated Appendix and Verification, on behalf of the Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania's (CAUSE-PA), which was duly admitted to the record by the *Interim Order Granting Joint Stipulation For Admission of Evidence* dated February 11, 2021:

- CAUSE-PA Statement 1-SR, the Surrebuttal Testimony of Harry Geller.
 - Appendix A: Resume of Harry Geller.
 - Verification of Harry Geller.

Pursuant to the Commission's Emergency Order issued on March 20, 2020, and as indicated on the attached Certificate of Service, service on the parties was accomplished by email only.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Ria M. Pereira".

Ria M. Pereira, Esq.

Counsel for CAUSE-PA

CC: Certificate of Service

Encl.

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Tenant Union Representative Network	:	
Complainant	:	Docket No. C-2020-3021557
v.	:	
PECO Energy Company	:	
Respondent	:	

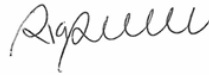
CERTIFICATE OF SERVICE

I hereby certify that I have this day served copies of the *CAUSE-PA § 5.412a filing of admitted evidence*, upon the parties of record in the above captioned proceeding in accordance with the requirements of 52 Pa. Code § 1.54 and consistent with the Commission’s Emergency Order issued on March 20, 2020.

VIA EMAIL

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<p>Hon. Mary D. Long Administrative Law Judge Pennsylvania Public Utility Commission 301 Fifth Ave., Suite 220 Pittsburgh, PA 15222 malong@pa.gov</p>	

Respectfully submitted,
PENNSYLVANIA UTILITY LAW PROJECT
Counsel for CAUSE-PA

A handwritten signature in black ink, appearing to read "R. Pereira".

Ria M. Pereira, PA ID 316771
118 Locust Street
Harrisburg, PA 17101

February 18, 2021

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Tenant Union Representative Network	:	
Complainant	:	
v.	:	Docket No. C-2020-3021557
PECO Energy Company	:	
Respondent	:	

SURREBUTTAL TESTIMONY OF HARRY GELLER

ON BEHALF OF

THE COALITION FOR AFFORDABLE UTILITY SERVICES AND
ENERGY EFFICIENCY IN PENNSYLVANIA (“CAUSE-PA”)

January 21, 2021

1 **PREPARED SURREBUTTAL TESTIMONY OF HARRY GELLER**

2 **Q: Please state your name, occupation, and business address.**

3 A: Harry Geller. I am an attorney. I am currently retired from the Pennsylvania Utility Law
4 Project (PULP), though I have maintained an office at their location, 118 Locust St., Harrisburg,
5 PA 17101 and serve as a consultant to organizations representing the interests of low income
6 consumers. Since the Governor’s Emergency Order regarding the COVID-19 pandemic, I have
7 been working from 4213 Orchard Hill Rd, Harrisburg, PA, 17110.

8 **Q: Briefly outline your education and professional background.**

9 A: I received my B.A. Degree from Harpur College, State University of New York at
10 Binghamton in 1966, and a J.D. degree from Washington College of Law, American University in
11 1969. Upon graduation from law school, I entered the Volunteers in Service to America (VISTA)
12 program, where I was assigned to the New York University Law School. I took courses in the Law
13 School’s Urban Affairs and Poverty Law program and worked with the Community In Action
14 Program on the West Side of Manhattan in New York City from 1969-1971. In 1971, I started as
15 a Staff Attorney for the New York City Legal Aid Society, Criminal Court and Supreme Court
16 Branches in New York County. In 1974, I moved to Pennsylvania and began working for Legal
17 Services, Incorporated (LSI). LSI was a civil legal aid program serving Adams, Cumberland,
18 Franklin, and Fulton Counties. I worked at LSI from 1974-1987 first as a Staff Attorney, then as
19 Managing Attorney, and ultimately became Executive Director. Through a restructuring with other
20 legal services programs, LSI became part of what is now known as MidPenn Legal Services and
21 Franklin County Legal Services.

22 In 1988, I was hired to be the Executive Director of PULP, a statewide legal services
23 program dedicated to the rights of low income utility customers. At PULP, I represented low

1 income individuals with utility and energy concerns, and supported organizations advocating for
2 low income households in utility and energy matters. As the Executive Director of PULP, I
3 consulted and co-counseled on a wide variety of individual utility consumer cases, and I
4 participated in task forces, work groups, and advisory panels. For many years, I served as
5 Chairman of the LIHEAP Advisory Council to the Department of Human Services and the
6 Consumer Advisory Council to the Public Utility Commission. Throughout my career, I regularly
7 trained community organizations, legal aid staff, and advocacy groups across Pennsylvania about
8 the various utility and energy matters affecting Pennsylvania's low income population. I retired
9 from full time employment with PULP on June 30, 2015. As indicated earlier, I now serve as a
10 consultant to organizations representing the interests of low income consumers. In sum, I have
11 over 50 years' experience working with and providing services to households in poverty, including
12 the past 32 years focusing specifically on utility and energy issues affecting low income
13 consumers. My resume is attached as Appendix A.

14 **Q: Have you previously testified before the Commission?**

15 A: Yes. I have presented testimony in many proceedings before the PUC. A complete list is
16 included in my resume, which is attached as Appendix A.

17 **Q: Please describe the focus of your work, including relevant work experience on issues**
18 **of low income families' ability to afford essential goods and services such as utilities?**

19 A: I have represented low income individuals and organizations serving low income
20 populations in a wide variety of legal matters, including family law, public benefits,
21 unemployment compensation, utility shut-offs, debtor/creditor, bankruptcy, and housing related
22 disputes. Over the past 32 years, my focus has been ensuring that low income households can
23 connect to, afford, and maintain utility and energy services.

1 In all of these legal matters, I worked almost exclusively on behalf of individuals and
2 households that subsist on income that is at or below 150% of the Federal Poverty Level (FPL).
3 Through this work, I have become intimately familiar with the daily lives of countless of our
4 poorest citizens. I have spent thousands of hours assisting clients to comb through their budgets
5 to attempt to assist them to make ends meet. Over the years, I have consistently observed the
6 almost complete inability of low income families to pay for the most basic monthly necessities on
7 meager incomes. Each and every month, my clients faced the stark choice of which bills to forgo
8 with the least drastic consequences. That struggle is even more profound today than when I retired
9 several years ago, as low income communities currently face unprecedented economic challenges
10 as a result of the COVID-19 pandemic.

11 In addition to my deep understanding of the daily monetary struggles facing low and
12 moderate income families, I have an extensive knowledge of the array of assistance programs
13 designed to allow low income consumers afford electric service and other essential utility services.

14 While at PULP, I was involved in countless proceedings evaluating the effectiveness of
15 required Universal Service Programs to assist low income families. I have spent thousands of
16 hours identifying program issues in Universal Services and making recommendations for changes
17 to Universal Service programming to better serve low income consumers. Ultimately, this
18 advocacy led me to recognize that integrated programs for low income consumers were necessary.
19 As the Executive Director of PULP, I played an instrumental role in the development, oversight,
20 and monitoring of the initial pilot programs that have since evolved into the current statutorily
21 required low income Universal Service Programs. Each of these programs is structured to provide
22 a different and complementary form of assistance to low income customers, such that those
23 customers have the ability to afford and maintain basic utility service.

1 **Q: For whom are you testifying in this proceeding?**

2 A: I am testifying on behalf of the Coalition for Affordable Utility Services and Energy
3 Efficiency in Pennsylvania (CAUSE-PA).

4 **Q: Did you previously submit testimony in this proceeding?**

5 A: No.

6 **Q: Please state the purpose of your surrebuttal testimony.**

7 A: CAUSE-PA intervened in this matter in support of TURN’s Complaint which was filed to
8 enforce a single, clear, and undisputed provision of the 2015 Joint Settlement at Docket No. M-
9 2012-2290911, regarding the redesign of PECO’s Customer Assistance Program (CAP) from a
10 tiered discount program to a Fixed Credit Option (FCO) program. The Joint Settlement, in relevant
11 part, required PECO to implement revised energy burden standards upon formal adoption by the
12 Commission of the revised CAP Policy Statement. All parties agree that the Settlement contained
13 such a provision,¹ and all parties agree that the Commission has now entered and published a Final
14 Order, the 2019 Amendments to Policy Statement on Customer Assistance Program, 52 Pa. Code
15 § 69.261–69.267, Docket No. M-2019-3012599, which revise the energy burden standards referred
16 to in the Settlement.² However, the rebuttal testimony of PECO Energy Company (PECO)’s
17 expert witness, Mark Kehl (PECO St. 1-R), and the Office of Consumer Advocate (OCA)’s expert
18 witness, Roger Colton (OCA St. 1-R), raise a number of alternate issues – irrelevant to the matter
19 at hand – presented for the purpose of demonstrating that enforcement of the Settlement provision
20 would not, by itself, result in a comprehensive or holistic restructuring of the PECO CAP and
21 would therefore be imprudent. The purpose of my surrebuttal testimony is to address the fallacy

¹ TURN St. 1 at 15; OCA St. 1 at 6; PECO St. 1 at 3.

² TURN St. 1 at 27; OCA St. 1 at 3; PECO St. 1 at 6.

1 of that approach which serves only to distract from the singular issue in this proceeding: Whether
2 PECO has complied with the terms of a Commission approved Settlement. As is evident from the
3 record, PECO has not complied with the Settlement terms – resulting in ongoing and substantial
4 financial harm to low income consumers in PECO’s service territory.

5 **Q: Please summarize your Testimony.**

6 A: I agree with the statements of TURN, OCA, and PECO that the Settlement was a
7 compromise result arrived at upon lengthy and complex negotiation, attempted mediation, and
8 return to extensive negotiation.³ The provision contained in footnote 3 of the Settlement relating
9 to mandatory implementation by PECO of Commission reduced maximum energy burdens was an
10 essential element in arriving at settlement compromise and was relied upon by CAUSE-PA in
11 order to address continuing unaffordability in the FCO design for a portion of low income
12 customers, particularly those with very high usage and/or very low or no income.⁴ Importantly,
13 the provision did not provide that implementation by PECO was conditional or dependent upon
14 other modifications to CAP or its other universal service programs. It is a clear, straightforward
15 commitment, conditional only on the Commission’s adoption of revised energy burden standards.
16 This condition was met, and PECO’s commitment must be honored. Failure to uphold this
17 commitment, which was agreed to by the parties in this proceeding and approved by the
18 Commission, will create a significant cloud of uncertainty regarding the integrity of past and
19 future settlements.

³ See PECO Energy Company's Universal Service and Energy Conservation Plan for 2013-2015 Submitted in Compliance with 52 Pa. Code §§ 54.74 and 62.4, CAUSE-PA Statement in Support, Docket No. M-2012-2290911, at 4 (Statement in Support filed April 22, 2015).

⁴ See CAUSE-PA St. in Support at 2. At the time of the Settlement, I was lead Counsel for CAUSE-PA and was familiar with the factual and policy issues affecting their agreement to enter into the Settlement.

1 Counsel advises me that the legal issues as to the relevancy of arguments put forward by
2 PECO and OCA, in opposition to TURN’s Complaint, will be addressed in briefs. My testimony
3 will nevertheless address why the rebuttal testimony of Mr. Kehl and Mr. Colton do not provide a
4 basis in fact for PECO to not implement the Settlement provision, and will discuss why TURN’s
5 requests for relief should be granted.

6 **Q: Can you briefly describe PECO’s FCO?**

7 A: Yes. PECO’s CAP is described as a “Fixed Credit Option” (FCO). As described more fully
8 in the direct testimony of TURN’s expert witness, Philip Bertocci, the FCO is designed so that a
9 customer’s undiscounted charges from prior years is determined using either actual usage or a pro
10 forma profile in order to approximate usage, with the Company adjusting those charges to account
11 for weather normalization.⁵ The Company then determines a customer’s allowable energy burden
12 based on the program participant’s household income and household size in relation to the Federal
13 Poverty Income Guidelines (FPIG).⁶ In order to calculate a customer’s annual credit, the Company
14 multiplies a customer’s household income by the customer’s allowable energy burden.⁷

15 Table 1 of the Settlement reflects the maximum allowable energy burdens provided for by
16 the Commission at the time of the Settlement. However, the Settlement clearly provides for
17 automatic adjustments to the FCO’s maximum allowable energy burdens as follows:

18 **If the Commission changes the energy burden ranges set forth in its Policy Statement,**
19 **PECO will utilize the new maximum allowable energy burden for each poverty level.⁸**

⁵ TURN St. 1 at 14-15; Settlement at 1-2.

⁶ TURN St. 1 at 14-15; Settlement at Table 1.

⁷ TURN St. 1 at 15-16; Settlement at 3.

⁸ Settlement at 2, n. 3.

1 PECO’s FCO, and the terms of the Commission approved Settlement – including
2 footnote 3 – are memorialized in PECO’s currently effective Universal Service and Energy
3 Conservation Program (USECP), which was also subject to Commission review and
4 approval. Until a new USECP is reviewed and approved by the Commission, PECO’s current
5 USECP remains effective, and PECO is required to comply with the terms contained therein.

6 **Q: You stated the Rebuttal Statements of PECO and OCA distract from the matter at**
7 **issue: Compliance with the requirement by PECO to implement the new maximum energy**
8 **burden standards imposed by the Commission. Please explain.**

9 A: Mr. Kehl’s testimony devotes great deal of attention to demonstrating PECO’s good faith.
10 He testifies to PECO’s adherence to other aspects of the Settlement, such as going forward with
11 the independent FCO program evaluation, and to PECO’s proposed modification of its CAP to a
12 straight PIPP in response to the unaffordability found in that evaluation.⁹ He states that PECO did
13 not immediately implement the new energy burdens finalized by the Commission because it was
14 seeking a “holistic approach.”¹⁰ He further explains that implementation during the first months
15 of 2021 would cost \$9 million and that PECO’s customer information system cannot accommodate
16 the individualized retroactive CAP credit calculations requested by TURN because the necessary
17 data does not exist to permit automatic recalculation of bills reflecting the revised energy burdens
18 for each individual CAP customer.¹¹ In addition, Mr. Kehl claims that, due to the volume of CAP
19 accounts and potential timeframe covered, a manual recalculation of bills for each CAP customer

⁹ PECO St. 1-R at 4: 11-16; 5: 1-16; 10: 1-19.

¹⁰ Id. at 9: 23-26.

¹¹ Id. at 13: 13-18; 16: 18-21; 17: 1-5.

1 would be extremely difficult, if not impossible.¹² However, he offers that if the Commission
2 determined that a retroactive bill credit was appropriate in this case, a system-wide average bill
3 adjustment could be determined and provided to every CAP customer.¹³

4 However, regarding the matter at question, *i.e.* whether PECO violated the terms of a
5 Commission-approved Settlement in delaying implementation of the Commission’s revised
6 energy burden standards, PECO itself has provided the answer.

7 First, PECO has stated in comments submitted to the Commission, that if the established
8 energy burden are changed, PECO’s CAP FCO program has a “‘pass through’ clause allowing for
9 automatic implementation.”¹⁴ In his testimony, Mr. Kehl indirectly acknowledges and does not
10 dispute Mr. Bertocci’s testimony on this point.¹⁵ Further, he acknowledges that PECO has been
11 aware of and is fully capable of complying with the Settlement provision all along. The Company
12 simply chose to take a different route and engage in a holistic approach.¹⁶ As Mr. Kehl testified,
13 the determination by PECO to incorporate the revised energy burdens into the current FCO model
14 was no longer viewed by the Company as an automatic pass through of an existing obligation, but
15 as dependent on its own chosen sense of timing:

16 “Given the time that will be required to transition to a PIPP, **PECO concluded that it**
17 **would now be reasonable**, with Commission approval, to incorporate the revised EBs in
18 the FCO as a “bridge” to the PIPP.¹⁷

19

¹² Id.

¹³ Id. at 17: 3-5.

¹⁴ Energy Affordability for Low-Income Customers, Initial Comments of PECO Energy Company. Docket No. M-2017-2587711, at 8 (Initial Comments filed May 11, 2019).

¹⁵ PECO St. 1-R at 6-8.

¹⁶ Id. at 9: 19-26.

¹⁷ Id. at 15: 20 - 16: 2. (emphasis added).

1 Given the clear language of the Settlement, PECO’s choice to delay implementation of the
2 revised energy burdens is not reasonable and a clear violation of Settlement terms. PECO should
3 have begun the process of revising its FCO maximum energy burdens in November 2019 when
4 the Commission issued its Final Order adopting the revised energy burden standards so that the
5 new maximum energy burdens could have been implemented without delay. Furthermore, because
6 the Commission previously approved the Settlement, no further approval was or is required by the
7 Commission given the required and automatic nature of the Settlement provision. In short, PECO
8 concedes that revision of the FCO’s maximum energy burden standards was designed to be
9 automatic and admits that it has the ability to institute the reduced energy burden standards as a
10 “bridge”,¹⁸ pending resolution of other programmatic issues in a separate proceeding. In other
11 words, there is simply no justification for PECO’s refusal to comply with the terms of the
12 Settlement and, as such, it should be ordered to comply without further delay.

13 Similar to Mr. Kehl, OCA’s expert witness, Mr. Colton, goes to great lengths in his
14 testimony to highlight the complexity of developing a comprehensive, effective, affordable, OCA
15 acceptable, cost-contained CAP program.¹⁹ I do not dispute the inherent complexity involved in
16 developing an effective CAP program, and note that the complexity of the Settlement at issue
17 illustrates this very point. However, Mr. Colton and Mr. Kehl miss the point at hand. While I agree
18 with both Mr. Colton and Mr. Kehl that a comprehensive or “holistic” approach toward developing
19 a Commission compliant, affordable PIPP CAP is an appropriate and desired long-term goal, such
20 action is not a condition precedent for PECO’s compliance with the terms of the Settlement
21 regarding PECO’s current FCO. PECO’s obligation to revise the FCO’s maximum energy burdens

¹⁸ PECO St. 1-R at 15: 19-21; 16: 1-2.

¹⁹ OCA St. 1-R at 9-14.

1 is based upon a specific commitment in the Settlement that is independent of any other
2 modifications to universal service program details, CAP elements, or even any potential attempts
3 to modify the basic CAP structure. Taking a position that a full-scale overhaul of PECO's existing
4 CAP structure is a prerequisite to a reduction to the existing maximum energy burdens, without
5 immediate action, would negate the important automatic execution of the Settlement requirement
6 and create new requirements in its place.

7 The Settlement never envisioned, nor required, that implementation of new maximum
8 energy burden standards would address all the flaws of the FCO which emerged through its
9 implementation and which were uncovered by the APPRISE evaluation. Indeed, when entering
10 into the Settlement, CAUSE-PA explicitly recognized that the FCO was an imperfect program
11 reached through extensive discussions and mediation. Given the flaws inherent in the FCO, the
12 provision in footnote 3 of the Settlement, which allowed for automatic correction without requiring
13 additional Commission approval, was all the more essential to PECO's implementation of the FCO
14 – and to CAUSE-PA's acceptance of the Settlement terms.

15 I agree that abandonment of the FCO in favor of a PIPP based CAP is a positive and
16 appropriate step. However, moving forward with approval, adoption, and implementation of a
17 PIPP CAP structure will take time, and does not in any way negate the independent requirement
18 of the Settlement to adopt the lower energy burden standards adopted by the Commission in
19 November 2019. In fact, Mr. Kehl acknowledged that given the time that will be required to
20 transition to a PIPP, it is reasonable to incorporate the revised maximum energy burdens in the

1 FCO as a “bridge” to the PIPP.²⁰ Mr. Kehl’s statement should be viewed as a conclusive
2 acceptance of that fact by the Company.

3 **Q: How do you respond to PECO’s assertion that, due to lack of data and inability to**
4 **automate the process to provide individual customer’s retroactive bill adjustments, a manual**
5 **adjustment would be impractical, if not impossible?**

6 A: PECO’S failure to develop data and systems necessary to comply with its Universal Service
7 obligations should not be allowed to be treated as an acceptable basis for not complying with its
8 Settlement obligations. The Company was on notice that a system would need to be in place since
9 it agreed in the 2015 Settlement to automatically pass lower maximum energy burdens through to
10 CAP participants. Further, the implementation of the Commission Investigations and Rulemaking
11 regarding energy affordability and maximum energy burdens should have provided further notice
12 to the Company that data and systems would be required to implement revised maximum energy
13 burden standards. Finally, the delayed implementation once the new maximum energy burdens
14 were promulgated, which now require a retroactive pass through, is fully the responsibility of
15 PECO and should be considered the Company’s – not the ratepayers’ - responsibility.

16 Moreover, PECO’s expert witness, Mr. Kehl, does not provide any detailed support to
17 explain why PECO cannot comply with TURN’s requested relief as an automatic process.²¹ While
18 TURN has served some discovery to request more information about PECO’s claimed
19 impediments to implementation, I am advised by counsel for CAUSE-PA that the due date for

²⁰ PECO St. 1-R at 15: 20-21; 16: 1-2.

²¹ PECO St. 1-R at 16-17.

1 TURN's discovery requests is after the deadline for surrebuttal testimony in this matter. As such,
2 PECO should first be required to either demonstrate the difficulty, or impossibility of complying.

3 **Q: How do you respond to Mr. Kehl's assertion that "If the Commission determined**
4 **that a retroactive bill credit was appropriate in this case, a system-wide average bill**
5 **adjustment could be determined and provided to every CAP customer."**²²?

6 A: As I indicated above, PECO should first be required to demonstrate why individual
7 retroactive adjustments cannot be accomplished. If it is ultimately determined that individual
8 retroactive bill adjustments cannot be implemented, it is imperative that PECO fully address and
9 remediate the inflated CAP bills created by PECO's failure to comply with the Settlement. As
10 such, if individual retroactive bill adjustments are determined to be truly impractical, I believe the
11 Commission should direct PECO to (1) apply a system-wide average credit in an equitable manner,
12 reflecting differences in household income levels and service types within PECO's CAP
13 population; (2) adjust individualized FCO participant credits going forward in compliance with
14 the maximum energy burdens set forth in the amended CAP Policy Statement; and (3) roll FCO
15 participants' accrued arrears into the participants' pre-program arrearages for the period between
16 the Commission's adoption of the amended CAP Policy Statement to present. This multi-pronged
17 resolution – addressing past, present, and future consequences of PECO's willful inaction – would
18 provide relief to low income families, appropriately redressing the compounding nature of
19 PECO's failure to timely adjust the energy burden standards for its FCO consistent with its clear
20 and unambiguous Settlement obligations.

21 **Q: Does this conclude your surrebuttal testimony?**

²² Id. at 17: 3-5.

1 A: Yes.

CAUSE-PA STATEMENT 1-SR
APPENDIX A
RESUME OF HARRY S. GELLER

RESUME OF HARRY S. GELLER

EDUCATIONAL BACKGROUND:

Harpur College, State University of New York at Binghamton, B.A. 1966

Washington College of Law, American University, J.D. 1969

New York University Law School, courses in Urban Affairs and Poverty Law, as part of
Volunteers in Service to America (VISTA) Program 1969-1971

EMPLOYMENT:

1988 – 2015 Executive Director, Pennsylvania Utility Law Project (PULP), a project of the civil non-profit Pennsylvania Legal Aid Network. PULP is dedicated to providing technical support, information sharing, and representation to low-income individuals and organizations, assisting and advocating for the low income in utility and energy matters. Responsibilities include project oversight, case consultation, co-counseling, and participation on task forces, work groups and advisory panels, community education and training in utility and energy matters affecting the low-income.

While at PULP, served in the following capacities:

- Chairman, Low-Income Home Energy Assistance Program (LIHEAP) Advisory Committee to the Secretary, Pennsylvania Department of Human Services
- Member, Pennsylvania Public Utility Commission, Consumer Advisory Council
- Coordinator, Pennsylvania Legal Services Utility/Energy Work Groups
- Member, Weatherization Policy Advisory Committee to the Department of Community and Economic Development
- Member, PECO Universal Service Advisory Committee and LIURP Subcommittee

1974-1987 Staff Attorney, Managing Attorney and ultimately, Executive Director of Legal Services, Incorporated (LSI), a civil legal services program serving Adams, Cumberland, Franklin and Fulton Counties. Through a restructuring with other legal services programs, LSI became part of what is now known as MidPenn Legal Services and Franklin County Legal Services.

1971-1972 Staff Attorney, New York City Legal Aid Society, Criminal Court and Supreme Court Branches, New York County.

1969-1971 Volunteer in Service to America (VISTA) assigned to the New York University Law School Project on Urban Affairs and Poverty Law.

BAR ADMISSIONS

New York State

Commonwealth of Pennsylvania

United States District Court, Middle District of Pennsylvania

Cases in which Harry S. Geller has participated as a witness before the Pennsylvania Public Utility Commission since July 1, 2015

- Pennsylvania Public Utility Commission v. Philadelphia Gas Works, R-2020-3017206
- Petition of PPL Electric Utilities Corporation for Approval of a Default Service Program for the Period of June 1, 2021 through May 31, 2025, Docket No. P-2020-3019356.
- Petition of PECO Energy Company for Approval of Its Default Service Program for the Period from June 1, 2021 through May 31, 2025, Docket No. P-2020-3019290.
- Petition of Duquesne Light Company for Approval of Default Service Plan for the Period June 1, 2021 through May 31, 2025, Docket No. P-2020-3019522.
- Joint Application of Aqua America, Inc., Aqua Pennsylvania, Inc., Aqua Pennsylvania Wastewater, Inc., Peoples Natural Gas Company LLC and Peoples Gas Company LLC for all of the Authority and Necessary Certificates of Public Convenience to Approve a Change in Control of Peoples Natural Gas Company LLC, and Peoples Gas Company LLC by way of the Purchase of all of LDC Funding LLC's Membership Interests by Aqua America, Inc., Docket Nos. A-2018-3006061, A-2018-3006062, A-2018-3006063.
- Pennsylvania Public Utility Commission v. Aqua Pennsylvania, Inc. et al. Docket Nos. R-2018-3003558 et seq.
- Pennsylvania Public Utility Commission v. Duquesne Light Company, Docket No. R-2018-3000124.
- Pennsylvania Public Utility Commission v. PECO Energy Company- Electric Division, Docket No. R-2018-3000164.
- Joint Petition of Metropolitan Edison Company, Pennsylvania Electric Company, Pennsylvania Power Company, and West Penn Power Company for Approval of their Default Service Programs for the period commencing June 1, 2019 through May 31, 2023, Docket Nos. P-2017-2637855, P-2017-2637857, P-2017-2637858; P-2017-2637866.
- Pennsylvania Public Utility Commission et al. v. Philadelphia Gas Works, Docket No. R-2017-2586783.
- PECO Energy Company's Pilot Plan for an Advance Payments Program and Petition for Temporary Waiver of Portions of the Commission's Regulations with Respect to that Plan, Docket No. P-2016-2573023.
- Petition of PECO Energy Company for Approval of a Default Service Program for the Period of June 1, 2017 through May 31, 2019, Docket No. P-2016-2534980.
- Petition of PPL Electric Utilities Corporation for Approval of a Default Service Program and Procurement Plan for the Period of June 1, 2017 through May 31, 2021, Docket No. P-2016-2526627.
- Petition of Duquesne Light Company for Approval of a Default Service Program for the Period of June 1, 2017 through May 31, 2021, Docket No. P-2016-2543140.
- Pennsylvania Public Utility Commission et al. v. Columbia Gas of Pennsylvania, Inc., Docket No. R-2016-2529660.
- Joint Petition of Metropolitan Edison Company, Pennsylvania Electric Company, Pennsylvania Power Company, and West Penn Power Company for Approval of their Default Service Programs for the period commencing June 1, 2017 through May 31, 2019, Docket Nos. P-2015-2511333, P-2015-25113351, P-2015-2511355; P-2015-2511356.
- Petition of PPL Electric Utilities Corporation for Approval of its Energy Efficiency and Conservation Plan, Docket No. M-2015-2515642.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Tenant Union Representative Network	:	
Complainant	:	
v.	:	Docket No. C-2020-3021557
PECO Energy Company	:	
Respondent	:	

VERIFICATION

I, Harry Geller, verify that the following testimony was prepared by me or under my direct supervision, and is true and correct to the best of my knowledge, information, and belief:

- Surrebuttal Testimony of Harry Geller on Behalf of the Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania (**CAUSE-PA Statement 1-SR**) & Appendix A, Resume of Harry Geller.

I understand that statements made herein are made subject to the penalties of 18 Pa. C.S. §4904 (relating to unsworn falsification to authorities).



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Date: February 2, 2021