



August 29, 2025

Via Electronic Filing

Secretary Matthew L. Homsher
Pennsylvania Public Utility Commission
Commonwealth Keystone Building, Second Floor
400 North Street, PO Box 3265
Harrisburg, PA 17105-3265

**Re: Pennsylvania Public Utility Commission v. Columbia Gas of Pennsylvania, Inc.
G-2025-3056022; R-2018-2647577**

**Protest of CAUSE-PA to the filing made by Columbia Gas of Pennsylvania, Inc.,
and its affiliate NiSource Development Company, Inc. regarding a plan to
implement “on-bill” billing**

Dear Secretary Homsher:

Please find the **Protest of the Coalition for Affordable Utility Services and Energy Efficiency
in Pennsylvania (CAUSE-PA)** in the above noted proceedings.

As indicated on the attached Certificate of Service, service on the parties was accomplished by
email only.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Elizabeth R. Marx". The signature is fluid and cursive, with a large initial "E" and "M".

Elizabeth R. Marx, Esq.
Counsel for CAUSE-PA

CC: Certificate of Service

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Pennsylvania Public Utility Commission :
v. : Docket Nos. G-2025-3056022
Columbia Gas of Pennsylvania, Inc. : R-2018-2647577

Certificate of Service

I hereby certify that I have on this day served copies of the Protest of the Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania (CAUSE-PA) upon the parties of record in the above captioned proceeding in accordance with the requirements of 52 Pa. Code § 1.54.

VIA EMAIL ONLY

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Date: August 29, 2025

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Pennsylvania Public Utility Commission :
v. : Docket Nos. G-2025-3056022
Columbia Gas of Pennsylvania, Inc. : R-2018-2647577

**PROTEST OF THE
COALITION FOR AFFORDABLE UTILITY SERVICES AND ENERGY EFFICIENCY
IN PENNSYLVANIA**

**TO THE FILING MADE BY COLUMBIA GAS OF PENNSYLVANIA, INC., AND ITS
AFFILIATE NISOURCE DEVELOPMENT COMPANY, INC. REGARDING A PLAN
TO IMPLEMENT “ON-BILL” BILLING**

I. INTRODUCTION

By and through its Counsel at the at the Pennsylvania Utility Law Project, the Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania (CAUSE-PA) files this Protest to Columbia Gas of Pennsylvania, Inc. (“Columbia” or “the Company”) request for approval of an affiliated interest agreement and its intent to initiate on-bill billing and urges the Public Utility Commission (“Commission”) to reject Columbia’s improper June 30, 2025 letter and affiliated interest agreement filed at the above dockets.

CAUSE-PA files this protest pursuant to Section 5.51 of the Commission’s regulations. While the captioned docket was filed by Columbia and designated by the Commission as a G-docket, Columbia’s underlying request is for approval of an affiliated interest agreement as well as notice on its part of its unilateral decision to re-institute on-bill billing. CAUSE-PA has interpreted this request by Columbia to meet the definition of an application under the applicable regulations which define applications broadly as requests for authorization or permission. *See* 52 Pa. Code § 5.11. To the extent that this filing should be stylized as a formal complaint, CAUSE-

PA submits that the pleading contains all the required elements and information of either a formal complaint or protest.

In these separate filings, Columbia seeks to reverse course on its 2019 decision to end all on-bill billing for third parties selling non-commodity goods and services. Separately, it sought approval of an affiliated interest agreement to allow its affiliates to market warranty services and products offered by a third party. CAUSE-PA files this Protest challenging both actions as improper, unjust, and unreasonable. In support thereof, CAUSE-PA avers as follows:

II. PROTESTANT/COMPLAINANT INFORMATION

1. Complainant is the Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania (“CAUSE-PA”).
2. CAUSE-PA is an unincorporated association of low and moderate income individuals that advocates on behalf of its members to enable consumers of limited economic means to connect to and maintain affordable water, electric, heating, and telecommunication services.
3. CAUSE-PA membership is open to moderate and low income individuals residing in the Commonwealth of Pennsylvania who are committed to the goal of helping low income families maintain affordable access to utility services and achieve economic independence.
4. CAUSE-PA is located, c/o the Pennsylvania Legal Aid Network, at 118 Locust Street, Harrisburg, PA 17101.
5. CAUSE-PA is deeply concerned that Columbia’s proposal to implement “on-bill billing” will have a disproportionately harmful impact on low income customers and other vulnerable customer groups.

6. Members of CAUSE-PA are located within Columbia’s service territory and will be directly affected by the outcome of this proceeding. Particularly, this proceeding will affect the price that CAUSE-PA members pay for service as well as the quality of that service.

7. In addition, CAUSE-PA is and has been an active party to Columbia’s current and prior rate proceedings, including the rate proceeding in 2018 at docket R-2018-2647577 where Columbia was directed to end its practice of “on-bill” billing or bring its practice into compliance with Sections 1502 and 2203(4) of the Public Utility Code within 60 days of the entry date of the Order. *Pa. PUC v. Columbia Gas of Pa. Inc.*, Docket No. R-2018-2647577, Order at 54 (Dec. 6, 2018) (December 6, 2018 Order) (citing 66 Pa. C.S. §§ 1502, 2203(4)) (“2018 Rate Case”).

8. The outcome of this proceeding will impact settlements and orders from this prior proceeding, and CAUSE-PA therefore has a significant interest in the impact of Columbia’s proposals set forth in this proceeding.

III. FULL NAME OF UTILITY COMPANY

9. The full name of the utility company is Columbia Gas of Pennsylvania, Inc., with an office of address of 121 Champion Way, Suite 100, Canonsburg, PA 15313.

IV. TYPE OF UTILITY

10. Columbia is a natural gas utility.

V. PROTEST/COMPLAINT

11. During Columbia’s 2018 Rate Case, certain natural gas supplier parties (“NGS Parties”) alleged that Columbia’s practice of providing “on bill” billing for non-commodity goods and services offered by third parties, while denying the NGS Parties’ request for the same billing option, constitutes discrimination in provision of service violated Section 1502 of the

Code. *December 6, 2018 Order* at 34.

12. At the time, Columbia had two separate agreements for the provision of on-bill billing for non-commodity goods and services – both from former affiliates of Columbia and neither of which were natural gas suppliers. *Id.* at 34.

13. The Commission made clear in its December 6, 2018 Order that “Columbia’s billing practice related to non-commodity products and services constitutes a public utility service as the term ‘service’ is defined by Section 102 of the Code, 66 Pa. C.S. 102.” *Id.* at 45.

14. The Commission concluded at that time that Columbia’s then-current billing practice of excluding access to its bills to only certain third parties and excluding others is discriminatory. *Id.* at 48.

15. Ultimately, the Commission concluded:

We find that Columbia’s billing practice, as presently implemented, is discriminatory, unreasonable and not justified in the given circumstances. Therefore, we conclude that Columbia’s billing practice, as implemented, violates the prohibition on discrimination in provision of service under both Sections 1502 and 2204 of the Code. Notwithstanding this determination, we agree with the OCA’s Reply Exception that it would not be a reasonable solution in these circumstances for the Commission to compel Columbia to provide the NGS Parties “on bill” billing service for non-commodity goods and services offered by the NGS Parties. Columbia must comply with Section 1502 of the Code and provide its “on bill” billing policy in a way that is nondiscriminatory. In other words, Columbia must either provide such a service to all entities that provide such non-basic services or must discontinue the “on bill” billing policy. Columbia may not continue to provide this ability to only the two entities referenced in this case. Should Columbia provide the service to all entities providing non-basic services, we recognize the potential need for reasonable limitations, such as a requirement that the entities be able to provide information to Columbia in a manner that conforms to Columbia’s billing practices, spacing and technologies. *As such, we shall require Columbia to report to this Commission’s Bureau of Technical Utility Services, within 60 days of the entry day of this Opinion and Order, its methodology for coming into compliance with Section 1502 of the Code. We reiterate the requirements of 52 Pa. Code § 56.83(3) which directs that a customer’s service may not be terminated for nonpayment of such nonbasic charges.*

Id. at 51 (emphasis added).

16. On March 18, 2019, Columbia filed a letter indicating that “Columbia proposes to comply with the Commission’s directive and Sections 1502 and 2203(4) of the Public Utility Code, by discontinuing its ‘on-bill’ billing practice.” *Report of Columbia Gas of Pennsylvania, Inc. Regarding “On bill” Billing*, Docket No. R-2018-2647577, filed March 18, 2019. (“March 2019 Compliance Filing”).

17. Columbia’s March 2019 Compliance Filing generated additional litigation at the docket, and the Commission rejected this filing and directed Columbia to end its “on-bill” billing practice. *Pa. PUC v. Columbia Gas of Pa. Inc.*, Docket No. R-2018-2647577, Order at 10 (August 8, 2019) (“August 8, 2019 Order”).

18. On November 7, 2019, Columbia submitted what it titled as a Notice of Compliance, stating that “[a]s of October 28, 2019, the Company has discontinued its ‘on-bill’ billing practice.” *Columbia Gas of Pennsylvania, Inc.’s Notice of Compliance*, Docket No. R-2018-2647577, filed November 6, 2019. (“November 2019 Compliance Filing”).

19. To the best of CAUSE-PA’s knowledge, information, and belief, Columbia has not allowed third party billing on its bills since October 28, 2019.

20. On June 30, 2025 – more than 68 months after it informed the Commission that it “discontinued its ‘on-bill’ billing practice” – Columbia made two separate filings with the Commission:

- a. A letter, styled as a compliance filing, that purports to serve as notice of Columbia’s plan to re-implement the practice of “on-bill” billing for Columbia customers. This letter was docketed at the 2018 Rate Case Docket at Docket No. R-2018-2647577 (“June 30, 2025 Letter”).
- b. A request for approval of an affiliated interest agreement between Columbia and

NiSource Development Company, Inc. (NDC) through which Columbia will provide, and be compensated for, certain services related to Pivotal, a non-affiliated third-party. *Request for Approval of Affiliated Interest Agreement between Columbia Gas of Pennsylvania, Inc., and NiSource Development, Inc.*, Docket No. G-2025-3056022, June 30, 2025 (“June 30, 2025 AIA Filing”)

21. In the June 30, 2025 Letter, Columbia indicated that it is seeking Commission approval of its affiliate interest agreement with NDC. *Id.*

22. On July 1, 2025, the Commission issued a Secretarial Letter extending its consideration of the affiliated interested agreement “until further order of the Commission.” *Request for Approval of Affiliated Interest Agreement between Columbia Gas of Pennsylvania, Inc., and NiSource Development, Inc.*, Docket No. G-2025-3056022, Secretarial Letter dated July 1, 2025.

23. In the June 30, 2025 AIA Filing, Columbia notes in its cover letter the complicated web of arrangements that it seeks approval for in its affiliated interest agreement:

Columbia is seeking Commission approval of its affiliate arrangement with NDC, whereby the Company will provide and be compensated for certain billing services related to NDC’s Marketing and Licensing Agreement (“M&L Agreement”) with Pivotal Home Solutions, LLC (“Pivotal”), a non-affiliated third party, as described in the Verified Summary submitted herewith. Under the M&L Agreement between NDC and Pivotal, Pivotal will offer warranty service plans and products and services (“Covered Products”) to Columbia customers, and NDC will grant a non-exclusive right and license for service marks to be used to market the Covered Products, thereby allowing NDC to receive a revenue share percentage from the purchase of the Covered Products by Columbia customers . NiSource Corporate Services Company on behalf of Columbia will provide billing services for the Covered Products offered by Pivotal to Columbia customers in exchange for Pivotal’s payment of certain fees, including annual and monthly service fees, consistent with the Billing Agreement that is described in the Verified Summary.

While the M&L Agreement and the Billing Agreement are not affiliate interest arrangements that require Commission approval, they are described in the Verified Summary in order to provide context for the unwritten arrangement between Columbia and NDC for which the Company does seek approval.

June 30, 2025 AIA Filing, Cover Letter.

24. The June 30, 2025 AIA Filing includes a two-page summary of the arrangement between it and NDC that would allow additional and optional charges on customer bills on behalf of Pivotal. *Id.*

25. Specifically, that summary indicates that “[u]nder this agreement, Pivotal will offer warranty service plans and products and services (“Covered Products”) to Columbia customers, and NDC will grant a non-exclusive right and license for the service mark ‘Columbia Service Partners’ to be used to market the Covered Products, thereby allowing NDC to receive a revenue share percentage from the purchase of the Covered Products by Columbia customers.” June 30, 2025 AIA Filing at 1.

26. For its part, Columbia asserts that:

Columbia intends to enter into a Billing Agreement with Pivotal to provide billing services to Pivotal for Covered Products purchased by Columbia customers in exchange for payment of certain annual and monthly fees. The Covered Products to be offered to Columbia’s customers *are designed to help residential and small commercial customers manage a wide range of risks, including energy related risks, and include products and services such as service plans for the repair and maintenance of heating and cooling systems, water heaters, appliances, pipes, wires, or other infrastructure as may be mutually agreed.* As part of the billing services to be provided, Columbia will also make Pivotal’s service warranty plan information available through IT interfaces such as the web portal, mobile app, interactive voice response (“IVR”), and the Start/Stop/Move process. Notably, with respect to the IT interfaces, *any customer information provided through such interfaces would only be provided to Pivotal after obtaining the customer’s consent.* NCSC provides billing and other support services to Columbia like certain other-subsubsidiaries of NiSource pursuant to its Commission approved Services Agreement with Columbia. Related NCSC costs flow through NCSC and to Columbia via billing pools. The Billing Agreement will require Pivotal to pay an annual fixed fee for billing services, and monthly volumetric billing fees. *Additionally, Pivotal will also pay setup and maintenance fees for IT related interfaces as well as a monthly customer list fee.*

June 30, 2025 AIA Filing at 2 (internal footnotes omitted) (emphasis added).

27. CAUSE-PA files this Protest challenging that ability of Columbia to make a

compliance filing to a rate case order 68-months after it indicated that its on-bill billing practices were being discontinued completely in its November 2019 Compliance Filing.

28. Specifically, CAUSE-PA submits that Columbia's June 30, 2025 Letter and affiliated interested agreement raise serious questions of both law and fact regarding Columbia's intent to implement and operate on-bill billing services for any third parties.

29. Columbia's June 30, 2025 Letter, filed at its 2018 rate case docket, was improper. Nothing in the Commission's Final Order in that proceeding permitted Columbia to file a subsequent "compliance filing" almost six years later to implement a new and complex third party billing scheme.

30. Columbia should have either raised this issue in its currently pending rate case, at *Pa. PUC v. Columbia Gas of Pa. Inc.*, Docket No. R-2025-30534599 (2025 Rate Case), or should file a separate petition requesting permission to institute a new on-bill billing program.

31. CAUSE-PA submits that Columbia's improper procedural process to institute an on-bill billing program is incurable and should be rejected by the Commission.

32. Columbia's June 30, 2025 Letter includes expansive new program terms that require additional scrutiny to ensure adherence with all applicable statutes, regulations, and Commission policy. Columbia's "compliance filing" at a docket that has been closed for nearly six years does not provide the level detail or subsequent procedural review process necessary for the Commission to properly investigate Columbia's brand new on-bill billing program.

33. CAUSE-PA is particularly concerned about Columbia's stated plans to charge an undisclosed recurring fee for third parties to access Columbia's "customer list." June 30, 2025 Letter at 2. CAUSE-PA submits that, given Columbia's stated intent, this filing cannot be separated from the Company's pending 2025 Rate Case, where a decision is currently pending

regarding the scope of its eligible customer list tariff (ECL tariff). *Pa. PUC v. Columbia Gas of Pa. Inc.*, Main Brief of CAUSE-PA, Docket No. R-2025-30534599, at 156-158 (filed August 26, 2025).

34. In its 2025 Rate Case, the Company purported that it wanted to make changes to its ECL tariff pursuant to Commission directives at its March 13, 2025, Order at *Guidelines for Eligible Customer Lists*, Docket No. M-2010-2183412 (order entered March 13, 2025) (“March 2025 ECL Order”).

35. However, in reviewing Columbia’s proposed tariff changes in the 2025 Rate Case, witnesses for both Office of Consumer Advocate and CAUSE-PA raised concerns that Columbia’s tariff uses far broader language – allowing it to provide ECL data and information to any third party, without restraint, including third parties such as those at issue in this proceeding who seek to market non-commodity goods and services to Columbia’s customers.

36. Upon review of the issues raised in the June 30, 2025 Letter filing made by Columbia, in the 2025 Base Rate Case filing, and in the June 30, 2025 AIA Filing, it seems reasonably apparent that Columbia seeks to provide Pivotal with access to its ECL in exchange for payment of a monthly fee for purposes of marketing activities – a purpose that would serve its own corporate interests through a separate contract between Pivotal and NDC and the requested agreement between NDC and Columbia.

37. It is also entirely unclear from the filing what notice Columbia will provide to customers and what form of consent will be required to share information. Based on Columbia’s actions in the 2025 Rate Case, it appears that Columbia may seek to use the consent to remain on the ECL as consent that is required for these solicitations.

38. CAUSE-PA submits that such use of the ECL for marketing non-commodity goods and

services is improper and inconsistent with the intent of the Commission’s ECL Orders and, at the very least, deserves significant scrutiny before it should be permitted.

39. CAUSE-PA also submits that in addition to the above, the following set of issues must be resolved before the Commission approves this agreement:

- a. Whether the Commission’s August 8, 2019 Order directing Columbia to end its “on-bill” billing practice within two billing cycles and Columbia’s November 2019 Compliance Filing wherein it stated that “[a]s of October 28, 2019, the Company has discontinued its ‘on-bill’ billing practice” can be unilaterally revived more than 68 months later by Columbia through the simple filing of a letter to the 2018 Rate Case docket.
- b. What specific fees and charges Columbia intends to collect from third parties to perform on-bill billing, and whether those fees and charges will be the same for all third parties.
 - i. While Columbia’s June 30, 2025 Letter indicates multiple fees and charges will be assessed to third party on-bill billing participants, it does not specify what those fees and charges will be or how they may be assessed. June 30, 2025 Letter at 1-2.
- c. How Columbia intends to segregate nonbasic service charges through this on-bill billing to ensure consumers can easily identify and distinguish the total basic and nonbasic service charges.
 - i. Apart from acknowledging that “a customer’s service may not be terminated for nonpayment of such nonbasic service charges”, Columbia’s June 30, 2025 Letter does not provide any indication of how it will present

the charges on the bill in a manner that is clear and easy to understand. June 30, 2025 Letter at 2.

- d. How Columbia intends to ensure consumers are educated about their rights with regard to on-bill billing charges.
 - i. Again, apart from acknowledging that nonbasic service charges cannot form the basis of termination, Columbia does not acknowledge or address how customers will be educated about their rights. June 30, 2025 Letter at 2.
- e. How Columbia intends to apply partial payments when a customer is in arrears, and whether Columbia intends to perform any collections activities on behalf of the third party.
 - i. Apart from indicating that Columbia will require third parties to indemnify it from “allegations that Columbia is acting as a debt collector or advertiser on behalf of the third party”, Columbia does not provide details about whether and to what extent it plans to conduct collections activities on behalf of third parties participating in on-bill billing. June 30, 2025 Letter at 3.
- f. How Columbia intends to ensure that costs associated with the on-bill billing program – including staff time, call center training, collections activities, legal fees, or any number of other potential indirect costs – will not be recovered through rates.
 - i. Columbia’s June 30, 2025 Letter does not address, in any way, how it will ensure costs for the program will not increase rates. CAUSE-PA submits that Columbia should have raised this issue in its 2025 Rate Case to assess the justness and reasonableness of all associated costs.

- g. Whether the ECL can be used to provide customer data and information to third parties who are not licensed NGSs, and if permitted, whether the opt-out consent of the ECL can be used to provide consent to be solicited for non-commodity goods and products.
- h. Whether it is appropriate for Columbia to profit from the provision of customer data from the ECL to third parties seeking to sell to customers non-commodity goods and services.

40. On August 4, 2025, the Office of Consumer Advocate (OCA) filed a Protest to Columbia's Affiliated Interest Agreement filing and Letter and both dockets. CAUSE-PA agrees with the full list of issues that the OCA raised in Paragraphs 18A-18K of that filing and agrees that those issues must be considered by the Commission in addition to the issues identified above. *See Protest of the Office of Consumer Advocate to the Request for Approval of Affiliated Interest Agreement between Columbia Gas of Pennsylvania, Inc., and NiSource Development, Inc.*, Docket Nos. G-2025-3056022, R-2018-2647577, filed August 4, 2025, at ¶¶ 18A-18K.

41. CAUSE-PA anticipates other issues may arise as it examines Columbia's request that will require further consideration by the Commission and must be resolved prior to Commission approval of this proposed agreement.

VI. LEGAL REPRESENTATION:

42. CAUSE-PA is represented in this proceeding by:

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43. Counsel for CAUSE-PA consents to the service of documents by electronic mail to pulp@putilitylawproject.org, as provided in 52 Pa. Code § 1.54(b)(3).

VII. PRAYER FOR RELIEF AND CONCLUSION

44. Docket this Protest at dockets G-2025-3056022 and R-2018-2647577 for purposes of disposition of the issues raised by CAUSE-PA.

45. To the extent that the Commission deems this filing a formal complaint, CAUSE-PA respectfully requests that the Commission consolidate with dockets G-2025-3056022 and R-2018-2647577 for purposes of disposition of the issues raised by CAUSE-PA.

46. CAUSE-PA requests that the Commission reject Columbia's June 30, 2025 Letter and affiliated interest agreement filings without prejudice as they conflict with the Commission's August 8, 2019 Order at Docket No. R-2018-2647577 which required Columbia to end its practice of on-bill billing. Such denial would be without prejudice for Columbia to renew this request in a future rate case filing or separate petition.

47. If the Commission does not reject Columbia's June 30, 2025 filings, CAUSE-PA submits that this matter warrants the full scope of litigation, including formal discovery, hearings, witnesses, and briefing and requests that the Commission refer this matter to the Office of Administrative Law Judge for the assignment of a Presiding Officer who can set this matter for an evidentiary hearing and direct further proceedings as appropriate.

Respectfully submitted,

PENNSYLVANIA UTILITY LAW PROJECT
Counsel for CAUSE-PA

A handwritten signature in blue ink, appearing to read "Elizabeth R. Marx".

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Date: August 29, 2025

Verification

I, **Elizabeth R. Marx**, legal counsel for CAUSE-PA, on behalf of CAUSE-PA, hereby states that the facts contained in the foregoing pleadings are true and correct to the best of my knowledge, information, and belief, that I am duly authorized to make this Verification, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).



Elizabeth R. Marx, Esq.
*On behalf of the Coalition for Affordable Utility
Services and Energy Efficiency in Pennsylvania*

Dated: August 29, 2025