



March 20, 2026

Via Electronic Filing

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

Re: *Pennsylvania Public Utility Commission v. PPL Electric Utilities Corporation*
Docket No. R-2025-3057164

Dear Secretary Homsher,

Enclosed please find the Statement in Support of Settlement, on behalf of Environmental Defense Fund, Natural Resources Defense Counsel, and Citizens for Pennsylvania's Future (together, "Environmental Intervenors" or "EI") in the above-captioned proceeding.

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

Respectfully submitted,

/s/ Emma H. Bast

Emma H. Bast, Esq.

cc: The Honorable Christopher P. Pell (email only: cpell@pa.gov)
The Honorable Barbara Shadie Nause (email only: bshadienau@pa.gov)
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Certificate of Service

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission

v.

PPL Electric Utilities Corporation

Docket No. R-2025-3057164

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing Statement in Support of Settlement upon the parties of record to this proceeding, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party) in the manner and upon the persons listed below.

Service By Email Only

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Dated: March 20, 2026

Respectfully submitted,

/s/ Emma H. Bast

Emma H. Bast, Esq.

Counsel for EDF, NRDC, and PennFuture

1. BACKGROUND

EI accepts and adopts the procedural history as set forth in the Joint Petition to which this Statement is appended.

II. STANDARDS FOR APPROVAL OF SETTLEMENT

It is the unambiguous policy of the Commission to encourage settlements. 52 Pa. Code § 5.231(a). This is because, “[i]n the Commission’s judgment, the results achieved from a negotiated settlement or stipulation, or both, in which the interested parties have had an opportunity to participate are often preferable to those achieved at the conclusion of a fully litigated proceeding.” 52 Pa. Code § 69.401. Settlements are preferred because they “lessen the time and expense that Parties must expend litigating a case and, at the same time, conserve resources.” *See Commonwealth of Pa. et al. v. IDT Energy, Inc.*, Docket No. C-2014-2427657, at 35-37 (Tentative Order entered June 30, 2016). In reviewing whether to approve a proposed settlement, the Commission must determine whether the terms and conditions are in the interest of the public based on a preponderance of the evidence “showing a likelihood or probability of public benefits that need not be quantified or guaranteed.” *See id.* (quoting *Popowsky v. Pa. PUC*, 937 A.2d at 1040 (Pa. 2007)). The Commission has broadly defined the public interest as inclusive of ratepayers, shareholders, and the regulated community at large. *Pa. PUC v. Bell Atlantic Pennsylvania, Inc.*, Docket No. R-00953409 (Order entered Sept. 29, 1995). Proposed settlement terms must also be consistent with applicable laws. *Dauphin County Indus. Dev. Auth. v. Pa. PUC*, 123 A.3d 1124 (Pa. Commw. Ct. 2015).

This Settlement was arrived at through good faith negotiation by all joining parties. EI engaged fully in this proceeding. EI’s expert witness, Ron Nelson, provided written direct and surrebuttal testimony, and EI undertook extensive discovery. EI asserts that the proposed Settlement, taken as a whole and in light of the totality of facts and circumstances presented in the

case, strikes an appropriate balance of the many and varied interests of the parties to the proposed Settlement.

The proposed Settlement reasonably addresses a number of issues raised by EI's expert witness in testimony. EI asserts that this Settlement as a whole represents a reasonable resolution in this proceeding, that the proposed Settlement is in the public interest, and that it should be approved without modification.

III. SETTLEMENT TERMS

For the reasons discussed herein, EI asserts the proposed settlement is a reasonably balanced resolution to the issues in this proceeding. While EI does not here address all issues contained within the proposed Settlement, the fact that a provision is unaddressed below does not indicate EI is opposed to it. EI urges ALJ Pell and ALJ Shadie Neuse to approve the Settlement in its entirety and without modification.

1. LARGE LOAD INTERCONNECTIONS

Section I of the Joint Settlement addresses Large Load Interconnections. The proposed Settlement provides that PPL Electric will adopt a new LP-6 tariff schedule governing the rates, terms and conditions of service to large load (data center) customers. EI recommended large load tariff rules designed to protect other customers from large load-induced rate or reliability impacts. The Rate LP-6 proposal in the Settlement would mitigate some, but not all, of these potential harms. Taken as a whole, however, and for the specific reasons listed below, EI asserts that the proposed Settlement is in the public interest, and urges the Commission to approve it without modification.

a. Filings related to Docket No. M-2025-3054271.

Paragraph 97 of the proposed Settlement recognizes the proposed Settlement does not fully address the issues and concerns raised by various parties through the course of the proceeding, and

that certain of the issues and concerns identified by the parties are currently pending a determination by the Commission in the large load model tariff statewide proceeding at Docket No. M-2025-3054271. The proposed Settlement allows any party to the proposed Settlement to make a filing to modify the LP-6 tariff schedule to be consistent with the final order in that proceeding.

EI recognizes that many other parties are involved in the proceeding at Docket No. M-2025-3054271, bringing different information than that which was available in this proceeding. EI joins the proposed Settlement and asserts it is in the public interest, in part, because it will allow the protections to other customers from large-load customer-induced reliability or rate impacts to be strengthened. EI regards, and urges the Commission to regard, the LP-6 customer protections in the proposed Settlement as a floor that sets a minimum threshold for customer protections going forward. EI supports the proposed Settlement as being in the public interest.

b. Electronic Service Agreement Minimum Contract Terms

The proposed Settlement includes requirements for certain terms that must be included in Electric Service Agreements (“ESAs”) between an LP-6 customer and the Company. Paragraph 91a(a)(i)(1)-(2) specifies that an ESA shall have an initial term of not less than ten years with an initial load ramp schedule for up to the first five (5) years of the initial term.

EI takes the position that large load customers’ ESA terms—together with revenue guarantee and enforcement provisions—should be long enough to ensure recovery of any incremental costs incurred to serve that customer, plus a reasonable contribution to embedded system costs, to minimize inequitable cost-shifting to captive customers. EI St. 1 at 23; EI Surrebuttal St. 1 at 8. EI’s witness Mr. Nelson explained that PPL’s original proposed contract term for a large load tariff was likely too short to secure these objectives and reflected a significant outlier from other tariffs that have been adopted or are under consideration around the country. EI

St. 1 at 22-23. He went on to explain that this is because a customer would typically need to pay rates for 15-20 years until the utility breaks even on the investment, but the magnitude of the demand generated by large load customers could mean it would take significantly longer to pay for their share of upgrades. Mr. Nelson recommended the initial contract term should be 15 years, excluding an initial ramp-up. EI St. 1 at 25.

The LP-6 tariff schedule, as proposed here, should secure LP-6 customers' payment of incremental costs, but does not necessarily ensure they will make a reasonable contribution to embedded costs. The ten-year minimum ESA duration and corresponding cost allocation provisions, discussed *infra*, are calibrated to secure recovery of LP-6-customer-induced incremental costs. This minimum ESA duration excludes the additional five years that Mr. Nelson recommended would be appropriate to ensure customer payments toward embedded system costs. EI nonetheless supports the proposed Settlement's minimum term requirements as a reasonable balance of the many interests in this proceeding, particularly given the reopener provisions, discussed in Part II.a *supra*, that will allow customer-protecting ESA terms to be strengthened in the future. EI further supports the other provisions that the proposed Settlement requires to be included in future ESAs as a reasonable balance of the many interests at stake.

c. Large Load Interconnection Cost Allocation

Paragraph 92(i) of the proposed Settlement provides that an ESA will require the LP-6 customer to provide security in an amount equal to the cost of upgrades needed to serve the customer, including the costs that the Company would not have incurred but for the interconnection of the customer.

In his testimony, Mr. Nelson established that new large loads represent an unprecedented scale and pace of capacity expansion that would more than double PPL's current system peak load, if it were all to materialize. EI St. 1 at 8. Mr. Nelson further established that new large loads,

particularly data centers, are unique in that they are exceptionally large, can come online quickly, are highly speculative in some cases, and have an unknown lifecycle. *Id.* Mr. Nelson explained that, because of some of the unique characteristics of new large loads, there is a risk of stranded assets, unrecovered costs, and cross-subsidization from other ratepayers. EI St. 1 at 9. Mr. Nelson further explained that the traditional cost allocation principles—such as the assumption that newly-built capacity within the transmission network can be repurposed if it is not used by the entity that caused the need—no longer hold true. EI St. 1 at 14. This is because the magnitude of forecasted data center demand has no other current existing use. EI St. 1 at 14; *see also* Tentative Order Issued November 6, 2025 (“Tentative Order”), *Interconnection and Tariffs for Large Load Customers*, at 16, Docket No. M-2025-3054271, (Pa. Pub. Util. Comm’n) <https://www.puc.pa.gov/pcdocs/1901687.pdf>.

To mitigate this risk, Mr. Nelson recommended that PPL Electric directly assign all costs of transmission network upgrades associated with serving large load customers to such customers. EI St. 1 at 5. Mr. Nelson further recommended that PPL should recover those costs directly from interconnecting customers through up-front deposits or other financial security, and PPL could refund such deposits or security over time in parallel with the customer’s payment of transmission charges. EI St. 1 at 5.

Paragraphs 91-92 of the proposed Settlement, read together, articulate an appropriately broad conception of LP-6 customers’ cost responsibility. These paragraphs require LP-6 customers to pay, through a combination of up-front Contributions in Aid of Construction, secured revenue guarantees, and exit fees, all costs associated with serving them. This cost responsibility includes the costs of network upgrades triggered directly by the large load customer, as well as those indirectly attributable to such customer. Moreover, Paragraph 94 provides that PPL Electric will

submit compliant ESAs to the Commission and statutory advocates, which will provide such parties an opportunity to confirm that the ESA appropriately secures payment of the costs of all network upgrades directly or indirectly associated with the LP-6 customer.

To ensure that other ratepayers are not unjustly burdened by the socialization of costs incurred but for a new LP-6 customer, it is critical that the new LP-6 customer must bear these costs. EI therefore supports these provisions of the proposed Settlement.

d. Interruptibility

Paragraph 91 creates the option for LP-6 customers to elect a voluntary interruptible option which, if chosen, would reduce the minimum load guarantee required to 60% for the first five years, and 30% for the second five years.

PPL Electric does not currently offer a voluntary interruptible option to large load customers, and did not propose one in its initial filings in this proceeding. (Tr. 850.) Mr. Nelson recommended that PPL Electric be required to include evaluation of flexible connection tariffs and options for large load customers as part of, or contemporaneous with, its DER Orchestration Plan. EI St. 1 at 37. Mr. Nelson stated that flexible connections allow loads to connect with a mixture of firm and non-firm capacity. EI St. 1 at 28. Mr. Nelson recommended flexible connections because, in practice, they rely on more advanced monitoring and control approaches than traditional interruptible tariffs and provide system operators more confidence in relying on these resources. EI St. 1 at 28. Additionally, flexible connections have different dispatch requirements than traditional interruptible customers, including economic dispatch considerations. EI St. 1 at 28. More generally, a lack of any flexible or interruptible connection options can risk reliability, increase stranded asset risk, increase times to connect large customers, and increase costs to other customers. EI St. 1 at 29. Mandatory interruptibility was suggested by other parties, *see* OCA St. 5 at 9; EJA St. 1 at 79, to achieve some of these protections.

EI's recommendation was not adopted in full, in that the Settlement does not provide a detailed cost basis or articulate non-emergency conditions under which customers on the interruptible rate will be curtailed. However, on balance, EI supports the proposed Settlement's inclusion of terms supporting voluntary interruptibility because it will help enable load flexibility and advance protections for other customers.

e. Large Load Universal Service Rider

Paragraph 96 of the proposed Settlement specifies that starting January 1, 2027, PPL Electric will allocate \$11 million of USR costs annually to the new LP-6 Rate class. The Commission has recognized that it is appropriate for large load customers to contribute to universal services program costs. *E.g.*, Vice Chair Barrow Statement, p. 2. This is appropriate because universal services programs benefit all customer classes. Furthermore, as Vice Chair Barrow recognized, large load customers are currently driving up energy costs to other customers. It is appropriate that large load customers, as the cost causers, should be expected to mitigate those increases. EI therefore supports the inclusion of this paragraph to the proposed Settlement and asserts it is in the public interest.

2. ELECTRIC VEHICLE (“EV”) TIME-OF-USE (“TOU”) CHARGING REBATE PROGRAM AND DIRECT CURRENT FAST CHARGER (“DCFC”) RATE

PPL Electric's original proposal offered a flat rebate of \$10 to customers who conduct at least 80% of their charging during off-peak hours in the applicable billing period. EI St. 1 at 55. Mr. Nelson identified several concerns with the proposal, including the use of different on- and off-peak periods than PPL's currently available supply TOU rate, the cost and effectiveness of a rebate program, the Company's cost justification for this program, and the rebate program design. EI St. 1 at 57-58. Mr. Nelson recommended that the Company implement a time-varying

residential delivery rate option for interested customers with peak hours consistent with the Company's Supply TOU rate and a peak to off-peak price ratio of 2.8. EI St. 1 at 62-63.

While EI's position was not adopted, the rebate program within the proposed Settlement includes important elements that EI asserts are in the public interest. These include the alignment of the EV TOU Charging Rebate Program to residential on-peak and off-peak time frames, customer communications, and an evaluation plan with detailed objectives. Joint Petition P. 109, 110, 112. The proposed Settlement also includes an agreement that PPL Electric will work with interested stakeholders to develop new EV distribution rates for (1) third-party owned public-facing EV DCFCs, and (2) residential customers; and to propose EV distribution rates in its next base rate case. Joint Petition P. 117. EI believes that the proposed Settlement represents a reasonable balance of the interests because it obligates PPL Electric to develop and propose EV-TOU rates in its next rate case and is therefore in the public interest.

3. IT UPGRADES

EI witness Nelson recommended that the Company should not include DERMS costs within rates until the Company completes its DER Orchestration Plan and that it should leverage such Plan to support orchestration flexible loads and storage, rather than focusing exclusively on distributed solar resources. EI St. 1 at 54-55. As a part of the proposed Settlement, PPL Electric agreed to hold one stakeholder working group before filing its DER Orchestration plan to the extent such Plan is ultimately required, and PPL also agreed to consider any stakeholder feedback in good faith as part of the Company's finalization of the DER Orchestration Plan before filing with the Commission. PPL Joint Petition P. 117. EI believes that it will serve the public interest to do so.

4. RETAIL TARIFF

a. Distribution Asset Leasing

The proposed Settlement addresses leasing of transformation equipment in Paragraph 122. PPL Electric will update Appendix G to specify that Customer Transformation Equipment term in Rate Schedule LP-5 will apply to customers with a peak demand of less than 50 MW and facilities for which the Commission has approved an exemption under Paragraph 91(b)(ii). The Company will also include provisions in its agreement with the customer that ensure that no costs associated with owning, operating, and maintaining the customer transformation equipment will be recovered from other customers. Mr. Nelson summarized the original proposal, which would have allowed the Company to construct, own, operate, and/or maintain LP-5 customers' transformation equipment at terms and rates determined between the Company and the LP-5 customer, essentially allowing the Company to build equipment and lease it back to the customer outside of base rates. EI St. 1 at 37-38. Mr. Nelson identified that the original proposal had the potential to allow large customers to take service at distribution voltages but avoid paying commensurate distribution rates, EI St. 1 at 38, and recommended that this term be stricken, with allowance for grandfathering of existing contracts. EI St. 1 at 39.

By allowing the Company to own and operate customer substations, the proposed Settlement could allow large customers to take service at distribution voltages but avoid paying commensurate distribution rates. However, because the Settlement contains provisions to protect against shifting of customer substation-related costs, and considering the Settlement as a whole, EI asserts that that it reflects a reasonable compromise on this issue and is in the public interest.

IV. VICE CHAIR BARROW'S OCTOBER 23, 2025 STATEMENT

EI witness, Mr. Nelson, submitted testimony on the Joint Venture ("JV") between PPL Corporation and Blackstone Infrastructure to build natural gas plants in Pennsylvania to power

new data centers in the state. In this testimony, he raised issues concerning potential conflicts of interest associated with the JV. EI St. 1 at 18-19; 46. Mr. Nelson explained that two types of conflict concerns could result under PPL’s original proposal. First, the JV could create an incentive for PPL Electric to socialize costs triggered by large load customers, which would improve the JV’s business prospects vis-a-vis such customers. EI St. 1 at 46. Second, it could create an incentive for PPL Electric to preference the JV generation projects in the interconnection process. EI St. 1 at 49. This latter potential conflict exists regardless of the extent to which PPL socializes the costs of JV-supported customer interconnections, as speed to power is often an overriding priority for data centers. EI St. 1 at 49.

The proposed Settlement does not address the Joint Venture. However, it mitigates EI’s immediate concerns about the potential cost-socialization conflict by requiring all LP-6 customers to bear the incremental delivery costs associated with serving them, as discussed in Section III.1.c., *supra*. As Mr. Nelson explained in testimony, “Directly assigning and securing payment of all such costs removes the need for PPL Electric to exercise discretion about whether and when to allocate costs to JV-supported large load customers.” EI St. 1 at 50. PPL Electric witness Johnson averred that existing safeguards, such as the FERC Standards of Conduct, will protect against the latter potential conflict regarding interconnection preference. PPL Statement 5-R at 32. When considering the Settlement as a whole, and in light of the Commission’s ongoing authority to monitor for potential conflicts and direct appropriate utility action—which the Settlement does not affect—EI believes that the Settlement reflects a reasonable compromise on these issues.

Other issues raised by Vice Chair Barrow’s statement include cost allocation and universal service, which EI addresses in the sections above.

V. **CONCLUSION**

The proposed Settlement is in the public interest. This Settlement was achieved after extensive investigation, including discovery and written testimony of the Joint Petitioners. The proposed Settlement represents a careful and considered package of agreements reached amongst the parties after extensive good faith negotiations. The proposed Settlement also avoids protracted litigation and the burdens and costs that would be required to resolve this case through litigation.

WHEREFORE, Environmental Intervenors respectfully request the ALJs and the Commission approve the Joint Petition in its entirety.

Dated: March 20, 2026

Respectfully submitted,

/s/ Emma H. Bast

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