



March 20, 2026

Via E-Mail Only

Deputy Chief Administrative Law Judge Christopher P. Pell
Administrative Law Judge Barbara Shadie Nause
Commonwealth of Pennsylvania
Pennsylvania Public Utility Commission
801 Market Street, Suite 4063
Philadelphia, PA 19107
cpell@pa.gov
bshadienau@pa.gov

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

Your Honors:

Enclosed please find the **Statement in Support of the Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania (CAUSE-PA) to the Joint Petition for Approval of Non-Unanimous Settlement of All Issues.**

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: *Secretary Matthew L. Homsher (via e-file only)*
Pamela McNeal, Legal Assistant, pmcneal@pa.gov (via email only)
Eric Ball, Legal Assistant, erball@pa.gov (via email only)
Certificate of Service

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Pennsylvania Public Utility Commission	:	Docket Nos. R-2025-3057164
Coalition For Affordable Utility Services	:	
and Energy Efficiency in Pennsylvania	:	C-2025-3057844
Office of Small Business Advocate	:	C-2025-3057889
Office of Consumer Advocate	:	C-2025-3058130
Brad and Jennifer Wooley	:	C-2025-3057946
PP&L Industrial Customer Alliance	:	C-2025-3058271
Convergent Energy and Power LP	:	C-2025-3058300
Solar Energy Industry Association and	:	C-2025-3058251
The Coalition for Community Solar	:	
Access	:	C-2025-3058846
Rik Bhattacharyya	:	C-2025-3058982
Safiya Junaid	:	C-2025-3059151
Stacey Kimmel-Smith	:	C-2025-3059330
John Gadomski	:	C-2026-3060429
Thatcher Graham	:	C-2026-3061012
Wendy Johnson	:	
	:	
	:	
v.	:	
	:	
PPL Electric Utilities Corporation	:	

STATEMENT IN SUPPORT OF THE COALITION FOR AFFORDABLE UTILITY SERVICES AND ENERGY EFFICIENCY IN PENNSYLVANIA (CAUSE-PA) TO THE JOINT PETITION FOR APPROVAL OF NON-UNANIMOUS SETTLEMENT OF ALL ISSUES

Ria M. Pereira, Esq., PA ID: 316771
Elizabeth R. Marx, Esq., PA ID: 309014
John W. Sweet, Esq., PA ID: 320182
Lauren N. Berman, Esq., PA ID: 310116
Levi A. Phillips, Esq., PA ID: 338477

Pennsylvania Utility Law Project
118 Locust Street
Harrisburg, PA 17101
Tel.: 717-236-9486
Fax: 717-233-4088
PULP@pautilitylawproject.org

Dated: March 20, 2026

Table of Contents

I. INTRODUCTION 1

II. STANDARDS FOR APPROVAL OF SETTLEMENT..... 4

III. SETTLEMENT TERMS 5

 A. REVENUE REQUIREMENT 5

 B. REVENUE ALLOCATION 7

 C. RATE DESIGN 8

 1. Fixed Residential Customer Charge (Paragraph 54) 8

 2. Scale Back (Paragraphs 55-56)..... 9

 3. Rate RTS (Paragraph 57)..... 9

 D. DISTRIBUTION SERVICE IMPROVEMENT CHARGE (“DSIC”)..... 10

 E. STORM DAMAGE EXPENSE RIDER (“SDER”) 11

 F. CUSTOMER SERVICE, LOW INCOME, AND UNIVERSAL SERVICE ISSUES 11

 1. Training Materials for New Field Representatives (Paragraph 66) 13

 2. Medical Certificates (Paragraph 67) 14

 3. Call Center Performance (Paragraphs 68-70) 17

 4. Root Cause Analysis (Paragraph 71) 17

 5. Confirmed Low Income Customers (Paragraph 72)..... 18

 6. Maximum CAP Credits (Paragraphs 74-75)..... 20

 7. Low Income Usage Reduction Program (Paragraph 76) 23

 8. Customer Screening (Paragraph 77) 25

 9. CAP Enrollment (Paragraph 79)..... 27

 10. CAP Billing Review Process (Paragraph 80) 31

 11. Live Customer Service Representative Access for Low Income Customers (Paragraph 81)..... 33

12.	Universal Service and Energy Conservation Plan (USECP) Employees’ Salaries and Wages (Paragraph 82)	34
13.	Reconnection Fees (Paragraph 84)	35
14.	Security Deposits (Paragraphs 85-86)	36
G.	VEGETATION MANAGEMENT	40
H.	RELIABILITY	40
I.	LARGE LOAD INTERCONNECTIONS	40
1.	LP-6 Rate Class (Paragraphs 91-93).....	42
2.	Large Load Forecasting and Reporting (Paragraphs 94-95).....	47
3.	Allocation of Universal Service Rider (USR) Costs (Paragraph 96).....	48
4.	Reservation of Rights Regarding Model Tariff (Paragraph 97)	50
J.	MAXIMUM REGISTERED PEAK LOAD	51
K.	ELECTRIC VEHICLE (“EV”) TIME-OF-USE (“TOU”) CHARGING REBATE PROGRAM AND DIRECT CURRENT FAST CHARGER (“DCFC”) RATE	53
L.	IT UPGRADES.....	53
M.	RETAIL TARIFF.....	54
1.	Payment Transaction Fees (Paragraph 120)	54
2.	Economic Development (Paragraph 121).....	55
3.	Definition of “Tenant” (Paragraph 122)	56
4.	Customer Transformation Equipment under Rate LP-5 (Paragraph 122)	58
5.	Redistribution of Services (Paragraph 122).....	58
N.	SUPPLIER TARIFF	60
O.	BEHIND-THE-METER NON-EXPORTING BATTERY ENERGY STORAGE SYSTEMS	60
P.	MISCELLANEOUS TERMS.....	60

IV. VICE CHAIR BARROW'S OCTOBER 23, 2025 STATEMENT61

V. CONCLUSION.....65

I. INTRODUCTION

The Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania (CAUSE-PA), a signatory party to the Joint Petition for Approval of Non-Unanimous Settlement of All Issues (Joint Petition or proposed Settlement), by and through its counsel at the Pennsylvania Utility Law Project, respectfully requests that the terms and conditions of the Joint Petition be approved by Deputy Chief Administrative Law Judge Christopher P. Pell, Administrative Law Judge Barbara Shadie Nause, and the Pennsylvania Public Utility Commission (Commission).

Like all compromises, this compromise is imperfect. However, given the totality of circumstances, CAUSE-PA submits that this compromise Settlement is reasonable, will serve the public interest, and should be approved. The issues presented in this case are uniquely challenging. PPL Electric Utilities, Inc. (PPL or the Company) has not filed a distribution rate case in more than ten years and has considerable reliability concerns , as highlighted by the Commission; PPL is projecting exponential load growth driven by the introduction of data centers, which are driving up rates for other Pennsylvanians; and families across Commonwealth – and in PPL’s service territory – are grappling with an acute energy affordability crisis driven by rising costs and a fragile economy, the effects of which are falling disproportionately hard on economically vulnerable households. CAUSE-PA submits that this case is about more than whether the authorized revenue requirement is reasonable and in the public interest – it has required the parties to walk a careful tightrope of largely incongruous issues.

CAUSE-PA’s Complaint sought to ensure that PPL Electric Utilities Corporation’s (PPL, PPL Electric, or the Company) proposed rates, and terms and conditions of service, are appropriately designed and implemented in a manner which allows PPL’s low income consumers to access safe and affordable services in their homes, regardless of income level. Through the

course of the proceeding, CAUSE-PA presented extensive evidence that PPL's rates, as currently structured and as proposed, are categorically unaffordable and, as such, are not just, reasonable, or in the public interest. PPL's low income customers struggle profoundly to maintain services necessary to staying safe and healthy in their homes, and regularly forgo basic necessities like food and medicine to keep the lights on and the heat running. As energy rates continue to rise precipitously across PPL's service territory, low income families are increasingly priced out of the market for basic energy services. But, to be considered just and reasonable, rates must be affordable for the nearly 350,000 estimated low income customers in PPL's service territory that require electricity to maintain a safe and decent home.

In deciding to join this compromise settlement, CAUSE-PA considered a multitude of factors, discussed in detail below, as well as the potential outcome if the case were fully litigated. CAUSE-PA examined recent Commission decisions that have generously awarded utilities higher returns on equity than result from the overall revenue increase agreed to in this case. Ultimately, CAUSE-PA agreed to join this Settlement because, as a whole, the terms and conditions will move the ball down the field in ensuring that PPL's rates and terms of service are more fair and more equitable than at present. As CAUSE-PA will discuss below, this proposed Settlement provides for a range reforms to PPL's programs, policies, and procedures to better support low income customers and helps shield consumers from the most glaring risks associated with data center load growth. These improvements include meaningful reforms to PPL's Customer Assistance Program (CAP) maximum credit limits; protecting low income customers from imposition of punitive reconnection fees; improvements to PPL's budget for its Low Income Usage Reduction Program (LIURP); creation of a separate large load customer class to facilitate equitable allocation of costs;

and direct assignment of universal service costs to large load customers, in recognition of the broad public purpose of these costs.

The reforms throughout the proposed Settlement are critically necessary to help alleviate the worst impacts of rising energy costs, and will help to put guardrails on the unprecedented data center load growth in PPL's service territory as we wait for statutory and regulatory reinforcements. Nevertheless, CAUSE-PA is keenly aware that the reforms are still insufficient to fully address the unaffordability of PPL's rates. Despite these reforms, PPL's low income customers will continue to struggle to make ends meet each month so that they can afford basic electric services in their homes. These broad inequities will not be fully redressed by this Settlement and underscore the imperfect nature of this compromise. However, CAUSE-PA reasonably believes that what was accomplished in this Settlement is far and away better than the outcome that would have occurred if this case were fully litigated. Given the breadth of issues, past practice leads us to conclude that the needs of PPL's most vulnerable customers would have been lost in the morass of complexity that so often ensnares rate case orders. The resolution of expense adjustments, amortization, and authorized return on equity would have superseded the real struggle of PPL's poorest customers to pay their bills. Instead, the signatory parties through their concerted efforts have proposed a comprehensive compromise Settlement that has endeavored to craft a fair and balanced approach which provides reasonable rates, terms, and conditions of services – and comports with applicable statute, regulation, and the Commission's directive. For these reasons and the reasons set forth in detail below, CAUSE-PA asserts that the proposed Settlement is reasonable, furthers the public interest, and should be approved.

II. STANDARDS FOR APPROVAL OF SETTLEMENT

The Commission’s regulations support settlements.¹ “The Commission has set explicit policy guiding settlement of a major rate case, explaining in its codified statement of policy that “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.”² Settlements are preferred, at least in part, because they “lessen the time and expense that Parties must expend litigating a case and, at the same time, conserve resources.”³ In reviewing whether to approve a proposed settlement, the Commission must determine whether the terms and conditions are in the public interest based on a preponderance of the evidence “showing a likelihood or probability of public benefits that need not be quantified or guaranteed.”⁴ Historically, the Commission has defined the public interest as inclusive of ratepayers, shareholders, and the regulated community at large.⁵ Proposed settlement terms must also be consistent with applicable law and must be supported by substantial evidence.⁶

While the proposed Settlement does not implement the full range of reforms CAUSE-PA proposed and which are aimed at ensuring that PPL’s vulnerable low income customers can access and afford services, it nevertheless represents a balanced compromise of the issues raised by the Settling parties and resolves deeply contested issues, thereby avoiding additional costly litigation and likely appeals. The proposed Settlement is consistent with Commission rules and practice encouraging settlements, set forth in 52 Pa. Code §§ 5.231, 69.391, 69.401-69.406, and is

¹ 52 Pa. Code § 5.231. (“It is the policy of the Commission to encourage settlements.”)

² 52 Pa. Code § 69.401.

³ See Commonwealth of Pa. et al. v. IDT Energy, Inc., Docket No. C-2014-2427657, at 35-37 (Tentative Order entered June 30, 2016).

⁴ See id. (quoting Popowsky v. Pa. PUC, 594 Pa. 583, 937 A.2d at 1040 (2007)).

⁵ See id. (citing Pa. PUC v. Bell Atlantic Pennsylvania, Inc., Docket No. R-00953409 (Order entered Sept. 29, 1995)).

⁶ See id. (citing Dauphin County Indus. Dev. Auth. v. Pa. PUC, 2015 Pa. Commw. LEXIS 381 (Sept. 9, 2015)).

supported by substantial record evidence. For these reasons, and the reasons set forth throughout this Statement in Support, CAUSE-PA submits the proposed Settlement should be approved, as it meets the Commission's standard for approval of settlements.

III. SETTLEMENT TERMS

While CAUSE-PA discusses many of the proposed Settlement provisions below, CAUSE-PA's silence with respect to any particular provision does not indicate CAUSE-PA agrees or disagrees with that proposed provision. Overall, CAUSE-PA supports the settlement or takes no position as to certain of the provisions.

A. REVENUE REQUIREMENT

Pursuant to Paragraph 49 of the proposed Settlement, PPL will be permitted to implement rates that are designed to collect an annual distribution revenue increase of \$275 million. This is a lot of money, and CAUSE-PA continues to be concerned about the unaffordability of PPL's existing rates, as well as the impacts that increasing these rates will have on PPL's customers – particularly its low income customers. Notwithstanding our ongoing concerns, CAUSE-PA recognizes that the proposed revenue increase is \$81 million less than the \$356 million increase sought by PPL, and more than \$115 million less than PPL's adjusted revenue requirement of \$389 million. It is also less than the revenue increase recommended by the Bureau of Investigation and Enforcement (I&E) in this proceeding. Given the myriad of considerations and positions in this proceeding, CAUSE-PA submits that the proposed revenue increase is reasonable when viewed in the context of the overall settlement proposal and should be approved.

As a matter of law, rates must be just and reasonable – and must conform with all other laws, regulations, and orders of the Commission.⁷ In determining just and reasonable rates, the Commission has the “power to make and apply policy” – including the discretion to decide the proper balance between interests of ratepayers and utilities.⁸ While a utility’s cost of providing service guides the Commission’s ratemaking process, additional important ratemaking concerns include quality of service, rate gradualism, and rate affordability.⁹

A comparison of the impact of the case as filed versus the proposed Settlement is instructive about the rate mitigation that the Settlement provides:

Proposed¹⁰	Settlement	Difference
\$356 million	\$275 million	\$81 million reduction from as proposed
6.98% increases for residential customers on a total bill basis	4.9% increase for residential customers on a total bill basis	-2.08% increase for residential customers on a total bill basis
Average Residential Customer Bill at proposed rates: \$ \$204.86/month	Average residential at proposed settlement rates \$184.49	-\$20.37 per month
ROE: 11.3%	Imputed ROE (based on ROR 7.58% @ proposed rates) is likely not higher than 9.4% ¹¹	At least 1.90% less than sought by PPL.

While CAUSE-PA would have preferred a revenue requirement significantly lower than what was agreed to, the outcome is likely more favorable than what would have been achieved in litigation based on past Commission decisions which have awarded ROEs that are higher than

⁷ 66 Pa. C.S. § 1301.

⁸ Popowsky v. Pa. PUC, 665 A.2d 808, 812 (Pa. 1995).

⁹ Pa. PUC v. Columbia Gas of Pa., Inc., Order, Docket No. R-2020-3018835, at 46-47 (Order entered Feb. 19, 2021) (citing 66 Pa. C.S. §§ 523, 526(a); Lloyd v. Pa. PUC, 904 A.2d 1010, 1019-21 (Pa. Commw. Ct. 2006); Pa. PUC v. Twin Lakes Util., Inc., 2020 Pa. PUC LEXIS 340, *46-54 (Order entered Mar. 26, 2020).

¹⁰ PPL Notice of Proposed Rate Change.

¹¹ To be clear, the parties did not agree to a specific ROE in this case and the calculation of an ROE no higher than 9.4% is based on some assumptions as well as the figures in Appendix B, Revenue Allocation and uses the Company’s capital structure and debt costs as proxies. Because the settlement is black box, other parties may make other assumptions and estimates about what the ROE is based on the data. However, CAUSE-PA’s calculation checks out based on the other assumptions in this case. For example, PPL stated in response to discovery that every 10 basis points of ROE (0.10%) at the asked for ratemaking rate base and capital structure is \$4.289 million. *See* CAUSE-PA St. 1 at 20:14-16 (citing PPL Response to CAUSE-PA IV-14). The difference of 190 basis points from the as filed request of \$356 million = \$81.5 million which is the approximate difference in the amount sought by PPL and the amount agreed to by the parties.

what CAUSE-PA has calculated the imputed ROE to be in this case.¹² While not achieving as low of a revenue requirement as proposed by the OCA and supported by CAUSE-PA, the proposed Settlement makes material reductions in the impact of PPL's proposed rate increase on economically vulnerable households that are either in line with or better than what could have been anticipated based on recent Commission decisions.

In addition to a lower overall revenue requirement, Paragraph 50 provides that PPL will not further increase distribution rates for at least two more years. The earliest PPL can implement a further distribution rate increase is July 1, 2028. A rate case stay out could not have been achieved through litigation. This two-year minimum stay out provides a measure of protection and predictability for customers in the midst of rising energy commodity and transmission prices.¹³

Critically, this distribution rate increase cannot be viewed in isolation and must be viewed in light of other provisions of the proposed Settlement discussed more fully below. When viewed as a whole, CAUSE-PA asserts that the revenue requirement and stay-out provisions of the proposed Settlement are reasonable and should be approved.

B. REVENUE ALLOCATION

CAUSE-PA did not take a position in this proceeding related to the revenue allocation issues set forth in Paragraphs 52-53 of the proposed Settlement, but supports the allocation negotiated by the other parties as it represents a fair and reasonable compromise of the parties'

¹² The Commission most recently granted an ROE of 10% in the Columbia Gas rate proceeding, overturning the ALJs recommendation to reject the rate increase in its entirety, despite overwhelming evidence that Columbia's rates were already deeply unaffordable for thousands of low income customers. Pa. PUC v. Columbia Gas of Pennsylvania, Inc., Order, Docket Nos. R-2025-3053499 et al, at 238.

¹³ Paragraph 51 provides certain reporting that PPL will provide to the parties that will allow the various parties to the proceeding to seek to hold PPL accountable for the spending, plant additions, and retirements as well as its actual expenses which will allow the parties to have a better and more accurate projection of necessary adjustments in the next case.

respective positions and is designed to ensure that classes are paying cost-based rates based on the overall allocated class cost of service study.

C. RATE DESIGN

1. Fixed Residential Customer Charge (Paragraph 54)

The current fixed customer charge for residential customers, exclusive of riders, is \$14.09 per month. Through the proposed Settlement, PPL will be permitted to increase the fixed residential charge by just \$0.81 – to \$15.00 per month. CAUSE-PA is supportive of this limited increase in PPL’s proposed increase to its fixed residential customer charge, which will help customers to better mitigate rate unaffordability through conservation and efficiency.

PPL initially proposed to increase its fixed customer charge for its rate RS from \$14.09 to \$17.00 per month – an increase of 20.7% per month¹⁴ – as well as to increase its volumetric charge, inclusive of riders, from \$0.05029 kWh to \$0.06296/kWh an increase of approximately 25.2%.¹⁵

CAUSE-PA opposed PPL’s proposed increase to its fixed charge and argued that materially increasing its fixed customer charge undermines the ability of customers to reduce their monthly bills because more of their bills would be based on this fixed charge rather than a volume of electricity they consume.¹⁶ In addition, PPL’s proposal would decrease the amount of bill reduction that could be obtained through LIURP measures, and thereby threaten the effectiveness of these measures to “reduce energy consumption, delinquencies, collections, and uncollectible

¹⁴ Throughout the case, PPL refers to the current fixed customer charge as variously \$14.09 or \$15.58. The difference is that the current charge includes \$1.50 per month in smart meter rider charges (SMR-2) and a (\$0.01) credit in the competitive enhancement rider (CER) rider thus netting the customer charge of \$14.09 and the \$1.50 SMR-R and the (\$0.01) CER to \$15.58. These riders are going away under PPL’s proposed rate design. Thus, while the real effect of the increase felt by customers will be the difference between \$15.58 and \$17.00, the actual calculated customer charge is \$14.09 and thus is the relevant basis of comparison.

¹⁵ CAUSE-PA St. 1 at 26: 1-14. See also PPL St. No. 8, PPL Exhibit SWW-1, Page 1 of 16. Total Distribution Bill Rate Schedule RS, including riders and State Tax Adjustment Surcharge (STAS).

¹⁶ CAUSE-PA St. 1 at 28: 7-18.

costs.”¹⁷ The effectiveness of LIURP is particularly important for customers who are between 150% and 200% FPL and may not have access to CAP.¹⁸

Paragraph 54 of the proposed Settlement provides for a fixed residential customer charge of \$15.00/ month. This represents a meaningful reduction to PPL’s initial proposal to increase its fixed charge to \$17.00/month and will help ensure residential and low income customers are better able to control costs through usage reduction compared to PPL’s initial proposal. For these reasons, CAUSE-PA asserts that these provisions represent a reasonable compromise of the varied interests of the Settling parties, and should be approved.

2. Scale Back (Paragraphs 55-56)

CAUSE-PA did not take a position related to the scale back issues set forth in Paragraphs 55-56 or the remaining rate design issues set forth in Paragraph 58 of the proposed Settlement.

3. Rate RTS (Paragraph 57)

CAUSE-PA opposed PPL’s initial proposal to eliminate Rate RTS and move those customers to Rate RS.¹⁹ In particular, Mr. Cicero explained that eliminating this rate would further increase unaffordability for customers who currently subscribe to this legacy rate.²⁰ According to Mr. Cicero’s analysis, eliminating Rate RTS would have resulted in a 73.4% increase in distribution base rates for 11,509 customers, including 1,300 confirmed low income customers.²¹

¹⁷ CAUSE-PA St. 1 at 30: 1-2.

¹⁸ Id. at 30: 1-20.

¹⁹ Id. at 31-32. See also PPL St. No. 8, PPL Exhibit SWW-1, Page 2 of 16. Total Distribution Bill Rate Schedule RTS, including riders and State Tax Adjustment Surcharge (SATS).

²⁰ CAUSE-PA St. 1 at 31-32.

²¹ Id. at 7-8; 26: 1-14. As Mr. Cicero notes, while PPL proposes to reduce the customer charge from \$18.09 per month to \$17.00 per month, it proposes to increase the volumetric charge, inclusive of riders, from \$0.03882/kwh to \$0.06296/kWh, and increase of 62.2%⁹ inclusive of riders. Thus, while the total bill increases for the average residential rate RS customer using 918 kWh of electricity would be \$12.40 more per month, for RTS customers, the average usage is 1,664 kWh per month and so their bills would increase by \$36.49 per month. Over the course of the year, the increase for the average residential (RS) customer would be \$148.80 and for RTS to RS customers would be \$437.88.

Paragraph 57 of the proposed Settlement provides that PPL will not eliminate Rate RTS in this proceeding and will maintain the current fixed customer charge for Rate RTS.

CAUSE-PA supports retaining Rate RTS. Rate RTS is a legacy rate which has been closed to new customers since 1995, and is naturally diminishing.²² Forcing Rate RTS customers out of this Rate would have caused that more than 11,000 of PPL's customers – 1,300 of whom are confirmed to be low income and more than 240 of whom are enrolled in CAP – to see steep and devastating bill impacts.²³ By requiring that PPL maintain Rate RTS in this proceeding, and maintaining the current fixed customer charge for this Rate, Paragraph 57 helps to shield a significant number of residential customers, including many low income customers, from unreasonable and unnecessary further increases in their monthly bills.

Taken together, the provisions contained in Paragraphs 57 of the proposed Settlement are reasonable, in the public interest, and should be approved.

D. DISTRIBUTION SERVICE IMPROVEMENT CHARGE (“DSIC”)

CAUSE-PA did not take a position in this proceeding related to the Company's DSIC proposals

Paragraphs 59-61 of the proposed Settlement set forth several provisions related to PPL's DSIC, including the provisions at Paragraph 59, which provide that the DSIC capital investment and associated depreciation and tax effects will be rolled into base rates per PPL Electric's proposal, and that the DSIC will be reset to 0% upon implementation of new base rates. Paragraph 60 of the proposed Settlement sets forth several provisions related to DSIC Eligible Plant issues.

²² CAUSE-PA St. 1 at 7-8.

²³ CAUSE-PA St. 1-SR at 17: 3-13.

Paragraph 61 of the proposed Settlement sets forth several provisions related to DSIC Equity Return issues.

Taken together, CAUSE-PA asserts that these provisions are reasonable and should be approved. By providing that PPL will only be eligible to restart collection of the DSIC *at the later of* (1) the end of the FPFTY at June 30, 2027, or (2) once the net electric plant in service reaches the amount projected by the Company to be in place as of the end of the FPFTY, this provision protects customers from an early start of the DSIC before the capital projections that are anticipated to be funded by the rates set in this case care actually incurred. This mitigation measure is meant to ensure that PPL does not “double dip” through increased rates and an early start to the DSIC.

While CAUSE-PA did not take a position related to the DSIC eligible plant and equity return issues provided for in the proposed Settlement, CAUSE-PA actively negotiated these provisions and assert that, when taken as a whole, they represent a balanced compromise of the Settling parties that work to protect consumers, and should be approved.

E. STORM DAMAGE EXPENSE RIDER (“SDER”)

CAUSE-PA did not take an overall position in this proceeding related to the SDER issues set forth in Paragraphs 62-65 of the proposed Settlement.

F. CUSTOMER SERVICE, LOW INCOME, AND UNIVERSAL SERVICE ISSUES

PPL has over 230,000 *confirmed* low income customers (representing 19% of PPL’s residential customer class), and nearly 350,000 *estimated* low income customers (representing 27% of PPL’s residential customer class) – yet fewer than 75,000 were actively enrolled in CAP

in 2024.²⁴ Importantly, the record demonstrates that PPL’s current rates are already unaffordable for its many low income families – making access to continued service inaccessible to thousands of households and creating a cascade of consequences for these households and the surrounding communities.²⁵ Existing energy burdens for PPL’s confirmed low income (non-CAP) customers range between 11% to 27% for heating customers and between 9% to 15% for non-heating customers.²⁶ PPL’s low income customers also carry significant higher arrears, face substantially higher payment trouble rates, and experience involuntary service terminations at significantly higher rates. In 2024, the involuntary termination rate for PPL’s low income customers was 19%, compared to 2% for residential customers.²⁷

The provisions set forth in this Section F of the proposed Settlement provide for a range reforms to PPL’s programs, policies, and procedures to better support PPL’s struggling customers, including its many low income customers. These improvements include meaningful reforms to PPL’s Customer Assistance Program (CAP) maximum credit limits, improved access and streamlined enrollment in PPL’s universal service programs, expanded funding to support comprehensive efficiency through its Low Income Usage Reduction Program (LIURP); and many other provisions which will help to improve access to service for low income consumers, medically vulnerable individuals, and other customer populations that require additional assistance. While CAUSE-PA has ongoing concerns about the unaffordability of PPL’s rates, the provisions in this section will help to mute the impact of the rate increase on at-risk populations – helping to facilitate an equitable balance of overall interests in this case.

²⁴ CAUSE-PA St. 1 at 24, 36.

²⁵ CAUSE-PA St. 1 at 41: 1-13.

²⁶ CAUSE-PA St. 1 at 40: Table 7 and Table 8.

²⁷ Id. at 42: Table 9.

1. Training Materials for New Field Representatives (Paragraph 66)

As witness for the Office of Consumer Advocate (OCA), Barabara Alexander, described in her direct testimony, PPL agreed in the context of its 2016 Remote Service proceeding to comply with specific obligations related to training for its field representatives.²⁸ Ms. Alexander explained that there was no internal compilation of data associated with attempts at personal contact prior to actual service termination, and recommended that PPL immediately revise and submit updated training materials and evidence of compliance with field representative provisions related to the Settlement.²⁹

CAUSE-PA is a signatory party to the Commission-approved Settlement in the underlying remote disconnect proceeding, and has a strong interest in ensuring that PPL's training for its field representatives is robust and accurately reflects required protections for consumers prior to service termination. CAUSE-PA is supportive of the provisions in proposed Paragraph 66 which requires PPL, by July 1, 2027, to revise its written training materials for new field technicians to include personal contact requirements and to be consistent with its 2016 remote involuntary termination settlement at Docket No. P-2016-2524581, Order (Jan. 19, 2017), regarding when the metering system may be used to remotely terminate service -- and to revise its training and training materials to be consistent with the terms of the settlement. These provisions will better ensure that PPL is complying with important provisions in the underlying Settlement related to field representatives in a way verifiable by the Commission and interested parties. As such, these provisions are reasonable, and should be approved.

²⁸ OCA St. 7 at 26-27; Petition of PPL Electric Utilities Corporation for Approval to Use the Remote Service Switch In Its Meters for Involuntary Service Terminations, Docket No. P-2016-2524581, Order (Jan. 19, 2017).

²⁹ OCA St. 7 at 28.

2. Medical Certificates (Paragraph 67)

CAUSE-PA raised concerns in this proceeding that PPL's policies, procedures, and customer communications related to medical certificates was improperly restrictive and failed to accurately inform customers related to important information about medical certificates, including payment obligations while protected by a medical certificate.³⁰ The proposed Settlement at Paragraph 67 provides important reforms to PPL's policies and customer communications related to medical certificates, and should be approved.

Under its current practice, PPL accepts a written medical certificate signed by a licensed physical, nurse practitioner, or physician assistant to stop service termination for up to 30 days.³¹ However, PPL's call scripting informs customers that "State regulations limit the number of medical certification renewals. To keep your service on and eliminate the risk of a declined medical certification in the future, let's review payment options to help you pay your balance."³² CAUSE-PA raised concerns that PPL's existing practices do not provide medically vulnerable consumers with accurate information. Specifically, PPL's existing procedures fail to explain the customers' right to renew medical certificates past two renewals if they are able to keep up with their current charges.³³ PPL's directions to customers also contravene clear Commission guidance that a customer may continue to renew their medical certificates if they pay on their current, undisputed bills – an obligation that does not include payment on underlying arrears.³⁴

³⁰ CAUSE-PA St. 1 at 104-107.

³¹ Id. at 104: 17-21. PPL assess medical certificate protections through live agents, as well as through its IVR system.

³² CAUSE-PA St. 1 at 106: 1-5.

³³ Id. at 105-106.

³⁴ Id. at 107: 13 – 108: 8. Chapter 14 Implementation, Final Order, Docket No. M-2014-2448824, at 15 (order entered July 9, 2015), citing Rulemaking to Amend the Provisions of 52 Pa. Code, Chapter 56 to Comply with the Provisions of 66 Pa. C.S. Chapter 14, Revised Final Order, Docket No. L-00060182, at 149 Attachment One (order entered June 13, 2011).

CAUSE-PA also raised concerns that PPL's process for submitting medical certificates is overly restrictive. PPL's current procedures direct customers that their medical provider must contact PPL to obtain a medical certificate form, or may send a written correspondence on letterhead with required elements of medical certificates to PPL.³⁵ Requiring medical providers to contact PPL for these forms in a unnecessary step and acts as a barrier to successfully obtaining medical certificates, particularly given the short 3-day hold period that PPL places on accounts when customers are seeking medical certificates.³⁶

CAUSE-PA additionally raised concerns that PPL's bills for customers protected by medical certificates fail to adequately inform customers about the amount they would need to pay to renew medical certificate if they have exhausted two renewals, but instead lists the full amount due, inclusive of past balances.³⁷

To ease barriers for medically vulnerable households receiving medical certificates, and ensure accurate information is conveyed, CAUSE-PA recommended that PPL:

- Revise its policies and procedures so that customers seeking medical certificates are provided by medical certificate forms directly from PPL, or instructed how to download a form.³⁸
- Include a link on its website to the Commission's medical certificate form, and accept such form for the purposes of medical certificate protections.³⁹
- Revise its call scripting so that customers are properly informed that they can obtain medical certificates by submitting the required form, or through a letter with the requisite elements.⁴⁰
- Revise its monthly bills for residential customers with active medical certificates to clearly indicate that, to be eligible for medical certificate renewals past two, customers must pay their current charges and the amount of these charges.⁴¹

³⁵ CAUSE-PA St. 1 at 106: 7-17.

³⁶ Id.

³⁷ CAUSE-PA St. 1 at 107: 13-22.

³⁸ Id. at 108: 19-24.

³⁹ Id. at 108-109.

⁴⁰ Id. at 109: 3-6.

⁴¹ Id. at 109: 7-13.

- Undertake a review of its call scripting and associated training materials for CSRs so that customers are correctly advised that they can continue to renew medical certificates past 2 renewals.⁴²
- Implement the above reforms to PPL’s medical certificate policies and procedures within 120 days of rates in this proceeding.⁴³

Paragraph 67 of the proposed Settlement provides that, by July 1, 2027, PPL Electric will update its call scripting and training materials for the customer service representatives and revise these documents so that PPL Electric’s representatives are correctly informing customers that they may continue to renew their medical certificates past two renewals if they are able to pay their current charges and will direct customers seeking medical protections to where they can find additional informational materials (as developed pursuant to this Paragraph) on the Company’s website. This Paragraph further provides that PPL Electric will also develop Plain Language⁴⁴ informational materials for households protected by a medical certificate, which will be posted on the Company’s website.⁴⁵ These informational materials will include a summary of the rights and obligations while protected by a medical certificate, and a sample bill that shows where the customer can locate the amount of their bill that constitutes their current charges that need to be paid in order to continue to renew their medical certificate.⁴⁶ Within 180 days of the effective date of rates, PPL Electric will provide a draft of its revised call scripting, training materials, and informational materials to the parties to this proceeding, and will evaluate recommendations received from the parties on a good faith basis.⁴⁷

⁴² Id. at 108: 11-18.

⁴³ Id. at 109: 14-15.

⁴⁴ As utilized in this Settlement, the term “Plain Language” is intended to refer to the Commission’s policy statement on plain language guidelines. See 52 Pa. Code § 69.251.

⁴⁵ Joint Petition at ¶ 67.

⁴⁶ Id.

⁴⁷ Id.

Paragraph 67 provides important reforms so that PPL's customers are provided better information about medical certificate processes and protections, including (1) requiring PPL to ensure that its customer service representatives (CSRs) are providing accurate information to customers about their ability to renew medical certificates; and (2) developing Plain Language materials to provide information to households with medical certificates. These reforms are essential to ensure that PPL provides accurate information about medical certificates to its customers which aligns with PPL's statutory and regulatory requirements related to accepting such certificates. Requiring that draft materials related to this important change be provided to the parties for feedback will also help to ensure that PPL's messaging around these issues is accurate, clear, and aligned with the Commission's requirements related to medical certificates. While CAUSE-PA's recommendations on these issues were not fully adopted, these provisions represent a balanced compromise of the parties' positions, while meaningfully improving PPL's medical certificate policies and procedures. For these reasons, CAUSE-PA submits that reforms to PPL's medical certification process in the proposed Settlement are reasonable, in the public interest, and should be approved.

3. Call Center Performance (Paragraphs 68-70)

CAUSE-PA did not take a position in this proceeding related to the third-party call center vendor issues set forth in Paragraphs 68-70 of the proposed Settlement. However, CAUSE-PA is nevertheless supportive of these provisions as they would help to ensure that these materials reflect current Pennsylvania policies and Settlement reforms.

4. Root Cause Analysis (Paragraph 71)

CAUSE-PA did not take a position in this proceeding related to the root cause analysis issues set forth in Paragraph 71 of the proposed Settlement. CAUSE-PA is nevertheless supportive

of these provisions, which will provide important data related to customer disputes and complaints after January 1, 2026 so that parties can better identify trends and potential underlying causes – and help PPL, the Commission, and parties to identify recommended reforms or corrective actions as a result of these findings.

5. Confirmed Low Income Customers (Paragraph 72)

CAUSE-PA’s witness Mr. Cicero explained in his testimony that PPL’s count of its confirmed low income customers was unreasonably narrow and relied on a count of those households who had already applied for PPL’s programs or otherwise provided income information to the Company.⁴⁸ Mr. Cicero also explained that PPL was improperly placing many low income customers in unsuccessful payment arrangements, rather than providing these customers with access to CAP.⁴⁹ While CAUSE-PA’s recommendations related to implementing robust reforms to identify confirmed low income customers and connect these customers with CAP prior to entering payment arrangements were not adopted, the provisions contained in Paragraph 72-73 of the proposed Settlement will provide important information to help connect low income customers with assistance.

Paragraph 72 of the proposed Settlement provides that PPL Electric will define a “confirmed low income customer” to also include any customer who has received a Low Income Home Energy Assistance Program (LIHEAP) grant within the current or immediately preceding two LIHEAP program years, as well as any customer who has participated in its Customer Assistance Program (CAP) within the last 12 months.

CAUSE-PA is supportive of these proposed Settlement provisions, as they will help to better identify low income customers so that these customers can access important protections and

⁴⁸ CAUSE-PA St. 1 at 37: 1-7.

⁴⁹ Id. at 99-100.

be more appropriately referred to universal service programs. This is particularly important because PPL's CAP is severely undersubscribed, limiting the ability of this Program to mitigate rate unaffordability for low income customers.⁵⁰ CAUSE-PA asserts that a more accurate count of low income customers is also essential to determining whether PPL's low income customers can reasonably access services at just and reasonable rates. As such, these proposed provisions are reasonable and should be approved.

CAUSE-PA also raised concerns in this proceeding that many confirmed low income customers are reported to be enrolled in payment arrangements rather than in CAP – 26,638 as of January 2025.⁵¹ Customers who are put on payment arrangements rather than enrolled in CAP do not receive the benefits of discounted bills, but must instead pay at full tariff rates in addition to their payment arrangement amounts. Unaffordable bill payments exacerbate unaffordability and corresponding arrearage levels for low income customers. As of January 2025, low income non-CAP customers in payment arrangements accounted for approximately 69% of total debt of all residential customers enrolled in payment arrangements – despite confirmed low income customers only accounting for 19% of all residential customers.⁵² To address these concerns, CAUSE-PA recommended several improvements to PPL's policies related to payment arrangements for residential customers, including that PPL's IVR systems direct low income customers to live CSRs to discuss universal service programs prior to being placed in payment arrangements.⁵³

Paragraph 73 of the proposed Settlement provides that, before PPL Electric enters into a deferred payment arrangement (DPA) with a customer which the Company either: (1) knows to

⁵⁰ Id. at 42: FN 109.

⁵¹ Id. at 99: 4-19.

⁵² Id. at 100: 1-8.

⁵³ Id. at 104: 1-10.

be a Confirmed Low-Income customer; or (2) has generated information through the DPA process documenting that the customer is in the Tier 1 income range (at or below 150% of the FPL), PPL Electric will provide the customer with Plain Language information on CAP and an explanation of the advantages of CAP's arrearage forgiveness benefits. PPL Electric will develop this Plain Language notice in collaboration with its Universal Service Advisory Committee (USAC).

CAUSE-PA recommendations related to PPL's payment arrangements were not adopted in their entirety. However, the proposed Settlement provisions at Paragraph 73 will help low income customers to receive more information about CAP, with the aim that they will enroll in the Program instead of being placed on payment arrangements which are additive to their already unaffordable monthly bills. Enrollment in CAP prior to these customers being placed in payment arrangements will also allow these customers to address their accrued arrearages through CAP rather than these unsuccessful payment arrangements. CAUSE-PA therefore asserts that these provisions are reasonable and should be approved.

6. Maximum CAP Credits (Paragraphs 74-75)

The ability to receive a discounted bill based on a household's percentage of income is essential for low income households with average income less than \$17,000 per year to be able to continue to remain connected to electric utility service. Without these discounts, bills are unaffordable. The difference in a monthly bill between the customer's CAP rate and their full tariff residential rate is defined as their CAP credits, or CAP shortfall.⁵⁴ PPL limits the aggregate amount that a household can receive in CAP credits each year by what is called annual maximum CAP credit.⁵⁵

⁵⁴ CAUSE-PA St. 1 at 52: 14-18.

⁵⁵ Id. at 52-53.

Through the course of this proceeding, CAUSE-PA explained that PPL’s maximum CAP credit limits were too low and limited the ability of low income customers to access affordable, just, and reasonable rates – leading to substantially higher rates of termination.⁵⁶ Specifically, the evidence shows that these limits are punitive rather than preventative because most low income households cannot control the factors that impact their total bill.⁵⁷ They cannot control how hot or cold the weather is that dictates their usage.⁵⁸ They typically cannot control the level of insulation or weatherization in their home. They typically cannot control their appliance efficiency.⁵⁹ Certainly, they cannot control distribution, transmission, or generation costs – all of which are rising at an unyielding rate.⁶⁰ CAP itself is meant to be preventative.⁶¹

By providing customers will bills targeted at an affordable level and an opportunity to reduce arrears with each in full payment, the Program ensures that customers remain connected to service, that debt is managed. CAUSE-PA’s position is that all of this is negated if customers lose their discount. The evidence in the case demonstrated that:

- From August 2024-July 2025, 10,213 CAP customers exceeded their CAP credit limits, a full 15% of CAP customers.⁶²
- Of those customers who exceeded their limits, Since August 2023, the average number of months that it took for a customer to exceed their maximum CAP credit limits was only 8 months.⁶³
- From September 2025-August 2025, the average monthly bill for CAP customers was \$75.12. During this same period, the average for CAP customers who exceeded their CAP credit limit was \$313.46.⁶⁴

⁵⁶ Id. at 52-59.

⁵⁷ Id. at 56: 4-7.

⁵⁸ CAUSE-PA St. 1-SR at 30-31.

⁵⁹ CAUSE-PA St. 1 at 56: 4-7.

⁶⁰ CAUSE-PA St. 1-SR at 30-31.

⁶¹ Id. at 31: 1-12.

⁶² CAUSE-PA St. 1 at 55, Table 15.

⁶³ Id. at 55: 2-6.

⁶⁴ CAUSE-PA St. 1 at 55-56.

Customers who exceed their CAP credit limit have materially higher termination rates (22%) than CAP customers (16%).⁶⁵ CAUSE-PA, through Mr. Cicero's recommendations, urged the Commission to require PPL to eliminate its maximum CAP credits, so that CAP customers can continue to receive more affordable CAP bills.⁶⁶ While CAUSE-PA recommendation that PPL eliminate these limits in their entirety was not adopted, the proposed Settlement provides for several meaningful reforms to PPL's cap credit limits, including increases to these limits consistent with Mr. Cicero's testimony.

Specifically, Mr. Cicero recommended that PPL be directed to appropriately increase its maximum CAP credit limits by a minimum of 60%.⁶⁷ This was not an arbitrary increase, but rather was tied to reasonable projections based on the increases to distribution and generation/transmission rates that have occurred over the last few years.⁶⁸ In addition, CAUSE-PA also recommended that PPL update its CAP credit limits on a continued basis commensurate with any future increases in default service and base rates.⁶⁹

Paragraph 74 of the proposed Settlement provides that, beginning January 1, 2027, PPL Electric will increase its maximum CAP credits by the amounts recommended by CAUSE-PA. Paragraph 75 provides that, in the earlier of its next filed rate case or its next default service petition, PPL Electric will propose an adjustment to the maximum CAP credit thresholds to account for proposed adjustments in generation and distribution rates in the interim or will explain why it does not believe any such adjustment is necessary.

⁶⁵ Id. at 57.

⁶⁶ Id. at 60: 1-18.

⁶⁷ Id. at 61: 1-12.

⁶⁸ Id. at 61-62.

⁶⁹ Id.

CAUSE-PA asserts that these provisions are a reasonable balancing of the parties' positions in this proceeding and should be approved. While CAUSE-PA's recommendation that PPL eliminate its maximum CAP credit limits in their entirety were not adopted, the proposed Settlement provisions in Paragraphs 74-75 will help to provide important increases to PPL's CAP credit limits so that more CAP customers can retain discounted bills which are necessary for these customers to access more affordable services. Requiring that PPL propose adjustment of these limits to account for changes in generation and distribution rates in the interim – or explain why it is not doing so – will help the Commission, PPL, and interested parties to better evaluate necessary future adjustments to these limits. These solutions are imperfect and will not fully resolve the inherent issues related to PPL's CAP credit limits. However, CAUSE-PA asserts that these provisions are nonetheless reasonable in light of the totality of terms contained in the proposed Settlement and varied interested of the settling parties. CAUSE-PA therefore asserts that these provisions are reasonable and should be approved.

7. Low Income Usage Reduction Program (Paragraph 76)

CAUSE-PA presented evidence in this proceeding showing that PPL's current level of Low Income Usage Reduction Program (LIURP) funding is woefully inadequate and must be increased to ensure the program is able to meet the increased need for comprehensive efficiency and weatherization services.⁷⁰ Paragraph 76 of the proposed Settlement provides for a meaningful increase to PPL's LIURP budget that will help to bolster PPL's LIURP budget and support the increased need for usage reduction if the revenue increase set forth in the Settlement is approved.

PPL's LIURP is a critical universal service program designed to work in tandem with CAP to help reduce high usage attributable to home energy inefficiencies that low income households

⁷⁰ CAUSE-PA St. 1 at 75-77.

cannot afford to address on their own.⁷¹ LIURP has effectively helped reduce consumption for customers who have been able to access the program, with kWh savings averaging approximately 10% and bill savings averaging \$315 per year.⁷² However, there is a significant unmet need for LIURP services among PPL's low income customers, which will only grow more pronounced if rates are increased in this proceeding,⁷³ with 108,875 customers identified by PPL's Needs Assessment as meeting the LIURP eligibility criteria, but PPL's LIURP serving fewer than 4,000 households per year.⁷⁴ In its most recent two years, PPL has fully exhausted its LIURP budget despite serving so few of its eligible customers.⁷⁵ CAUSE-PA recommended that the Commission require PPL to increase its LIURP budget by 20%, or \$2.4 million per year⁷⁶ -- and amount that would not address LIURP's full unmet need but which would help meaningfully improve the reach of this program.⁷⁷

Paragraph 76 of the proposed Settlement provides that, beginning January 1, 2027, PPL Electric will increase its LIURP annual budget by \$1.5 million for a total of \$13.5 million. PPL Electric also agrees to roll over any unspent budgeted amounts in any year to the next year's LIURP budget.⁷⁸

While the amount of the increase to PPL's LIURP budget provided for in these proposed provisions is substantially less than CAUSE-PA recommended, these proposed increases will nonetheless meaningfully improve the ability of PPL's LIURP to serve unmet need for usage reduction of its low income customers. This increased budget is particularly important with the

⁷¹ 52 Pa. Code § 58.1; CAUSE-PA St. 1 at 74; CEO St. 1 at 8.

⁷² CAUSE-PA St. 1 at 76: 5-13.

⁷³ CAUSE-PA St. 1 at 76; CEO St. 1 at 7-8; SEF St. 1-R at 2-3.

⁷⁴ CAUSE-PA St. 1 at 76-77.

⁷⁵ CEO St. 1 at 7; I&E St. 1-R at 8.

⁷⁶ CAUSE-PA St. 1 at 77: 11-18.

⁷⁷ *Id.* at 77-78.

⁷⁸ Joint Petition at ¶ 76.

agreed-upon increase to PPL's revenue requirements provided for under the proposed Settlement, so that low income customers can better access usage reduction services to control their already-high monthly bills. These provisions are reasonable and in the public interest, particularly with the other proposed reforms to PPL's universal service programs provided for under this Settlement, and should be approved.

8. Customer Screening (Paragraph 77)

CAUSE-PA raised concerns that PPL's CAP reaches only a fraction of customers who PPL knows to be eligible for this important program – thus limiting the ability of this important Program to mitigate rate unaffordability for low income customers.⁷⁹ CAUSE-PA recommended robust reforms to PPL's screening and referral to CAP so that low income customers could better enroll in this Program.⁸⁰ CAUSE-PA is supportive of the provisions at Paragraph 77 which are squarely in line with its recommendations to improve PPL's process for screening and referral of low income customers, and will help more low income customers to connect to assistance before the accrual of unmanageable arrears which lead to service termination.

Based on 2024 averages, more than 164,000 customers (69%) that PPL *knows* are eligible for CAP are not enrolled in the Program.⁸¹ This is a significant concern. CAP enrollment is necessary to ensure that PPL's low income customers access service at affordable rates, and to mitigate disproportionately high energy burdens which lead to the accrual of unmanageable arrears and service terminations – especially on the heels of an further approved rate increase in this proceeding.⁸² To improve PPL's serious and severe under-enrollment, CAUSE-PA recommended that PPL take steps to meaningfully improve its screening of low income customers

⁷⁹ CAUSE-PA St. 1 at 63-64.

⁸⁰ Id. at 70-71.

⁸¹ Id. at 45: 4-8.

⁸² Id. at 44-45.

so that they customers can better enroll in PPL's universal service programs, including CAP, including by:

- Implementing routine screening of its applicants for service and customers who call into PPL's call centers for non-emergency calls to determine whether these customers are confirmed low income and eligible for assistance.⁸³
- Implementing procedures similar to those approved by the Commission in its recent Columbia base rate proceeding Order,⁸⁴ related to regular screening of new, moving, and existing customers.⁸⁵

Paragraph 77 of the proposed Settlement provides that, by July 1, 2027, PPL Electric will develop and implement a process to screen:

- a. New and moving customers for income level at the time their service is established to determine whether the customer should be:
 - i. Classified as a confirmed low income customer; and
 - ii. Referred to the CAP application process and any other universal service programs; and
- b. Existing customers for income level on any non-emergency calls, if that customer has not been screened within the past six (6) months and has not previously opted out of providing such information, to determine whether the customer should be:
 - i. Classified as a confirmed low income customer; and
 - ii. Referred to the CAP application process and any other universal service programs.

The improved screening provided for under Paragraph 77 will help PPL to identify more low income customers with the goal of connecting these customers to needed assistance before these customers experience payment trouble and the accrual of unmanageable arrears which lead

⁸³ *Id.* at 70: 9-20.

⁸⁴ CAUSE-PA St. 1-SR at 23-24. Pa. Pub. Utility Comm'n v. Columbia Gas of Pennsylvania, Inc., Docket No. R-2025-3053499, Opinion and Order at 350-351 (Order entered December 9, 2025).

⁸⁵ CAUSE-PA St. 1-SR at 23-24. See also CAUSE-PA St. 1 at 70-71. (While PPL indicates that its screens for universal services programs when customer seek payment arrangements or contacts PPL about a past-due balance, PPL must engage in routine screening of its low income customers before these payment troubles occur.)

to service termination and ultimately impact all ratepayers.⁸⁶ Connecting customers with assistance through CAP and PPL's other universal service programs is also necessary for these customers to mitigate high energy burdens both at existing and proposed rates. While CAUSE-PA's recommendations related to screening and referral of low income customers were not adopted in their entirety, CAUSE-PA asserts that these provisions represent reasonable reforms to PPL's current processes and should be approved.

9. CAP Enrollment (Paragraph 79)

While CAP is a vitally important program, PPL's CAP only provides affordable rates if a household is enrolled. Given pervasive under-enrollment, CAUSE-PA recommended that PPL implement meaningful reforms to its CAP enrollment processes to address the significant undersubscription of its programs, including that PPL reform its policies related to (1) using LIHEAP data to enroll eligible customer in CAP; (2) placing holds on accounts while customers enroll in CAP; and (3) allowing customers to reconnect through CAP enrollment.⁸⁷ While CAUSE-PA's recommendations in these areas were not fully adopted, Paragraph 79 of the proposed Settlement provides for meaningful improvements to each of these issues, while balancing the parties' positions related to the same.

While PPL clarified through the course of this proceeding that it places 21-day holds to allow customers to apply for CAP, they also indicate that if a subsequent referral is made, it only creates a one-day suspension on the account.⁸⁸ After a customer applies for CAP – regardless if this is “reoccurring” – they do not control how long the application will take to process.⁸⁹ CAUSE-PA, raised concerns about this process. CAUSE-PA also raised concerns that PPL is not adequately

⁸⁶ CAUSE-PA St. 1 at 71: 1-13.

⁸⁷ Id. at 74: 1-14.

⁸⁸ PL Electric St. 18-R at 20:20-21.

⁸⁹ CAUSE-PA St. 1-SR at 25: 3-10.

informing its customers about these holds. Information provided by PPL indicates that they place holds on accounts in cases of dispute or where it obtains a medical certificate.⁹⁰ There is no indication that PPL places a hold on accounts for customers who apply for CAP so that these customers can successfully enroll in the Program before they suffer service termination.⁹¹ PPL failing to communicate information about these holds exacerbates customers stress who may likely fear loss of essentially services.⁹²

CAUSE-PA recommended that PPL be required to revise its policies related to holds when a customer applies for CAP, so that an initial referral results in a 21-day hold – and subsequent referrals within a year result in a 15-day hold. This process is outlined in detail in Mr. Cicero’s surrebuttal testimony.⁹³

Paragraph 79.a. of the proposed Settlement provides that PPL will streamline enrollment in CAP by, as of the effective date of rates, continue to place a temporary hold once per year on termination of accounts that are referred to CAP to allow time for the household to enroll in CAP. PPL Electric will inform customers that they have placed this hold on their accounts. This Paragraph further provides that PPL Electric will continue this temporary hold for 21 days. If the customer submits a CAP application within this 21-day period, PPL Electric will extend the hold until the CAP application is fully processed. If the CAP application is approved, PPL Electric will cancel the termination.⁹⁴

The proposed Settlement provisions at Paragraph 79.a. represent a balanced compromise of the Settling parties. While CAUSE-PA’s recommendations were not adopted in their entirety,

⁹⁰ CAUSE-PA St. 1 at 72: 9-18.

⁹¹ Id. at 72-73.

⁹² CAUSE-PA St. 1-SR at 26: 1-8.

⁹³ Id. at 25: 11-25.

⁹⁴ Joint Settlement at ¶ 79.a.

these processes will help to clarify the hold period placed on accounts while customers apply for CAP, and that such hold will be extended past 21-days if a customer submits a CAP application within this period which takes longer than 21 days to process. While CAUSE-PA remains concerned about customers who within the course of the year are subsequently referred to CAP, this Paragraph provides important additional clarity related to PPL's CAP hold processes, is reasonable, and should be approved.

In addition to revisions to PPL's hold process for customers who apply for CAP, CAUSE-PA recommended that the Commission direct PPL to revise its policies which currently require customers or applicants for service with prior arrears to first connect to service before enrolling in CAP – a process which often requires payment of some or all of the prior arrears.⁹⁵ Clear record evidence shows that low income customers face severe economic hardships.⁹⁶ Requiring these customers, who have already demonstrated CAP eligibility, to pay steep upfront amounts which should be addressed through CAP, in order to reconnect to services, is inequitable and does not constitute reasonable service for these customers.⁹⁷ CAUSE-PA recommended that the Commission direct PPL to allow customers whose service has been terminated, and applicants for service with arrears, to connect to CAP as a mechanism of connecting/ reconnecting to services.⁹⁸

Paragraph 79.b. of the proposed Settlement provides that, by July 1, 2027, customers who have had their service terminated but are within the 30 day window before their final bill becomes past due may reconnect service without upfront payment of arrears or a reconnection fee upon the successful enrollment into PPL Electric's CAP. This Paragraph further provides that PPL Electric will revise its policies, procedures, and call scripting to ensure that customers seeking to reconnect

⁹⁵ CAUSE-PA St. 1 at 74: 1-14.

⁹⁶ CAUSE-PA St. 1-SR at 26-27.

⁹⁷ CAUSE-PA St. 1-SR at 26-27.

⁹⁸ CAUSE-PA St. 1 at 74: 1-14.

service will be screened for CAP eligibility and informed of the option to reconnect by successfully enrolling in CAP.

These proposed Settlement provisions are reasonable and squarely in line with CAUSE-PA's recommendations in this proceeding. Allowing low income customers to reconnect through enrollment in CAP will help reduce barriers to reconnection and, in turn, will help to address arrears which are eligible for forgiveness through CAP. Updating PPL's policies, procedures and call scripting to screen for CAP eligibility when customers seek to reconnect to reflect this important change will help ensure that PPL is properly implementing these changes. As such, these provisions are reasonable and should be approved.

In addition to the reforms discussed above, CAUSE-PA also recommended that PPL address the undersubscription of its CAP by streamlining PPL's CAP enrollment by leveraging the LIHEAP data sharing processes.⁹⁹ In April 2025 (the close of the last LIHEAP season), PPL reported 10,784 LIHEAP recipients not enrolled in CAP, despite the Company knowing that these customers are income eligible for the Program.¹⁰⁰ These sizable number of customers underscore the need to better connect customers known to be eligible for CAP with available assistance.

While PPL developed a process which began in September 2024, whereby it conducted outreach through letters to customers identified as CAP eligible through LIHEAP data,¹⁰¹ this process has been ineffective because PPL does not provide a simplified CAP application to LIHEAP grant recipients, and instead requires these CAP applicants to fill out the entire application with duplicative income and household information.¹⁰² In addition, PPL has added unnecessary duplication to its processes by mailing an OnTrack Enrollment Consent LIHEAP Data

⁹⁹ CAUSE-PA St. 1 at 64-66.

¹⁰⁰ Id. at 64: 15-18.

¹⁰¹ Id. at 67: 5-8.

¹⁰² Id. at 68-69.

Sharing Letter to solicit consent to participate in data sharing processes after these customers have already consented to the data sharing.¹⁰³

Paragraph 79.c. of the proposed Settlement provides that, by July 1, 2027, PPL Electric will begin utilizing LIHEAP data for the purpose of processing CAP applications and recertifications without requiring additional affirmative customer consent and will begin allowing applicants to enroll in CAP by phone if their income and household composition information is available through the LIHEAP data.

The proposed Settlement provisions at Paragraph 79.c. do not squarely align with CAUSE-PA recommendations in this proceeding. However, on balance, CAUSE-PA asserts that these provisions are nonetheless reasonable and will help to ensure that PPL is using available LIHEAP data to process CAP applications/ recertification without imposing additional and duplicative consent requirements. These provisions will also help customers who are seeking to apply for CAP via phone to streamline their application processes if LIHEAP income and household composition data are available. These provisions do not implement the robust autoenrollment recommendations provided by Mr. Cicero but will help to improve PPL's current deficient use of LIHEAP data. As such, the provisions in Paragraph 79.c. are reasonable and should be approved.

10. CAP Billing Review Process (Paragraph 80)

The proposed Settlement provisions at Paragraph 80 require PPL to review all CAP customers' accounts on a monthly basis to ensure that they are receiving the most advantageous rate possible. These provisions squarely address CAUSE-PA's concerns related to these provisions, will help CAP customers to maintain affordable monthly bills, and should be approved.

¹⁰³ Id.

Mr. Cicero explained that, while PPL runs a report that informs the Company if any CAP PIP participants have a greater bill amount greater than their average bill rate, the opposite review is not conducted – with PPL not regularly evaluating whether CAP participants with average bills are paying more than their PIP rates.¹⁰⁴ Mr. Cicero recommended that PPL should amend its current CAP process to ensure that CAP customers are paying the most advantageous CAP rate.¹⁰⁵

Paragraph 80 of the proposed Settlement provides that, within 120 days of the effective dates of rates, PPL Electric will modify its monthly CAP bill review process to review rates for all CAP customers, including those receiving the average bill and percentage of income payment (PIP) CAP rate, to ensure they are always receiving the lesser of their applicable PIP rate or their average bill whichever is the most advantageous available rate.

These proposed Settlement provisions are squarely in line with CAUSE-PA’s recommendations and should be approved. Ensuring that CAP participants have the most advantageous rate possible, regardless of which payment method they are currently being assigned, is required pursuant to 66 Pa. C.S. § 1303¹⁰⁶ and essential to ensuring that these customers can access just and reasonable rates, and mitigate any increased unaffordability if PPL is permitted to increase its rates in this proceeding. These provisions at Paragraph 80 are therefore reasonable and should be approved.

¹⁰⁴ CAUSE-PA St. 1 at 51: 10-19.

¹⁰⁵ *Id.* at 51-52.

¹⁰⁶ 66 Pa. C.S. § 1303 (providing, in relevant part, “Any public utility, having more than one rate applicable to service rendered to a patron, shall, after notice of service conditions, compute bills under the rate most advantageous to the patron.”)

11. Live Customer Service Representative Access for Low Income Customers (Paragraph 81)

Customers establish a payment arrangement through PPL via a live agent, through the web, or through interactive voice response (IVR).¹⁰⁷ As discussed, PPL's payment arrangements do not provide customers with a reasonable means to address their arrears. For example, between July 2023 and October 2025, related to the total of 328,325 who began payment arrangements, 58% (190,411) did not make any payment towards their payment arrangement and 77% of customers (254,299) did not successfully complete their payment arrangement, making fewer than 12 payments towards the payment arrangement.¹⁰⁸

CAUSE-PA recommended several reforms to PPL's payment arrangement policies and processes, including to better ensure that PPL's IVR systems provide customers with information about CAP or PPL's hardship fund when customers seek to enter payment arrangements through these systems.¹⁰⁹

Paragraph 81 of the proposed Settlement provides that, within 120 days of the effective date of rates, PPL Electric will revise its policies and procedures for issuing payment arrangements through IVR systems to ensure that low income customers are provided with the opportunity to be transferred to a live customer service representative. This Paragraph further provides that customers who provide income information indicating low income status will be informed of the benefits of CAP and hardship funds and provided with the opportunity to apply during the call.

CAUSE-PA supports these provisions, which are squarely in line with its recommendations in this proceeding, and will help to better address the significant number of low income customers who are placed on unsuccessful payment arrangements rather than enrolled in CAP. Importantly,

¹⁰⁷ CAUSE-PA St. 1 at 97: 12-19.

¹⁰⁸ CAUSE-PA St. 1 at 98: 4-19; 99.

¹⁰⁹ CAUSE-PA St. 1 at 102: 4-14.

payment arrangement amounts are additive to customers' monthly bills and only exacerbate the unaffordability of these bills for low income customers. These proposed Settlement provisions set forth in Paragraph 81 will help low income customers to better connect with assistance so that they can retire their arrears through CAP. As such, these provisions are reasonable, in the public interest, and should be approved.

12. Universal Service and Energy Conservation Plan (USECP) Employees' Salaries and Wages (Paragraph 82)

CAUSE-PA opposed PPL's proposal to remove from its rates employee salaries and wages which are associated with operation of the Company's universal service programs, and instead flow these costs through the USR.¹¹⁰ CAUSE-PA is supportive of the proposed Settlement provisions at Paragraph 82 as they withdraw PPL's proposal to recover these salaries and wages through the USR.

PPL's proposal would involve the salaries and wages from 14 of its employees and add \$1.4 million in costs annually to the USR, allowing these costs to be collected through this rider rather than through rates.¹¹¹ As Mr. Cicero explained, these costs benefit from the regulatory scrutiny associated with rate cases as they are designed that they are foreseeable, certain, and prudent.¹¹² In addition, pulling these costs out of rates to include in the USR would require residential customers to bear 100% of these costs (rather than the current allocation of 86%).¹¹³ As discussed in the context of PPL's allocation of broader universal service costs, these salaries/wages do not just benefit residential customers.¹¹⁴ For these reasons, CAUSE-PA recommended that this proposal be denied.¹¹⁵

¹¹⁰ PPL St. No. 18 at 10. CAUSE-PA St. 1 at 96-97.

¹¹¹ CAUSE-PA St. 1 at 95: 14-22.

¹¹² Id. at 96.

¹¹³ Id.

¹¹⁴ Id.

¹¹⁵ CAUSE-PA St. 1 at 96-97.

Paragraph 82 of the proposed Settlement provides that PPL Electric’s proposal to recover USECP employees’ salaries and wages through the USR is withdrawn without prejudice. This aligns with CAUSE-PA’s recommended rejection of this proposal. Continuing to assess these salaries and wages through rates will help to ensure that these costs are reasonable, prudent, and foreseeable – and not improperly assessed solely against residential customers while providing broad benefits across customer classes. For these reasons, CAUSE-PA asserts that these proposed Settlement provisions are reasonable and should be approved.

13. Reconnection Fees (Paragraph 84)

When low income households lose service because of past due balances, they need all their resources to ensure that they can reconnect to service by paying down past due balances. As such, one of CAUSE-PA’s priorities in this case was the elimination of reconnection fees for low income households seeking to reconnect service. Thus, CAUSE-PA is highly supportive of Paragraph 84 of the proposed Settlement, which provides for the waiver of reconnection fees for low income customers, and will help eliminate this punitive barrier for low income customers who are seeking to reconnect to services.

PPL charges a flat reconnection fee for residential customers of \$14, which does not vary based on whether a customer is enrolled in CAP and is not waived based on eligibility criteria.¹¹⁶ CAUSE-PA raised concerns in this proceeding that assessing reconnection fees against low income customers inequitable as these households have already demonstrated that they cannot afford their monthly bills by having experienced service termination, and cannot afford the additional cost of the reconnection fee.¹¹⁷ Through Mr. Cicero’s testimony, CAUSE-PA

¹¹⁶ Id. at 129: 1-6.

¹¹⁷ Id. at 129: 11-17.

recommended that PPL be required to waive reconnection fees for all confirmed low income customers who have experienced service disconnection.¹¹⁸

Paragraph 84 of the proposed Settlement provides that, beginning July 1, 2027, PPL will waive reconnection fees for all customers who have household income at or below 150% of the federal poverty level.

This proposed Settlement provision will meaningfully help low income customers who are seeking to reconnect to services. PPL's confirmed low income customers are terminated at rates four times higher than PPL's residential customers as a whole.¹¹⁹ Because PPL's low income residential customers experience service termination at far greater rates compared to residential customers as a whole, they also incur the weight of reconnection fees at greater rates as well.¹²⁰ Reconnection fees stand as a punitive barrier to low income customers reconnecting because these customers have already demonstrated that they cannot afford their monthly bills and asked-to-pay amounts to avoid service termination.¹²¹ Eliminating reconnection fees for customers with household income at or below 150% FPL will alleviate barriers for these customers successfully reconnecting to services which are essential to staying safe and healthy in homes.¹²² CAUSE-PA therefore asserts that these provisions at Paragraph 84 are just, reasonable, in the public interest, and should be approved.

14. Security Deposits (Paragraphs 85-86)

PPL's policy for waiving and refunding security deposits for low income customers and applicants is out of line with Commission policy, and does not properly provide low income

¹¹⁸ Id. at 130: 5-13.

¹¹⁹ Id. at 41-42.

¹²⁰ Id. at 130: 1-17.

¹²¹ CAUSE-PA St. 1 at 129: 11-17.

¹²² Id. at 130: 5-15.

customers with the option to have these amounts returned. In line with CAUSE-PA's recommendations, Paragraphs 85-86 of the proposed Settlement provides for important reforms to PPL's policies related to assessment and refund of these deposits to low income customers and should be approved.

Section 56.32 of the Commission's regulations clearly and unambiguously prohibits utilities from imposing a security deposit on customers "confirmed to be eligible for a customer assistance program."¹²³ Commission regulations further explain that actual enrollment in a customer assistance program is not necessary for the statutory prohibition on low income security deposits to apply.¹²⁴ The Commission has also set forth extensive directives which indicate that a public utility must "refund a deposit, along with any applicable interest, within 60 days upon determining that the customer or applicant from whom a deposit was collected is not subject to a deposit..."¹²⁵

PPL indicates that it will not assess a security deposit for an applicant with income at or below 250% FPL.¹²⁶ Rule 9 of PPL's proposed tariff indicates that PPL will waive a security deposit for low income applicants if a CAP agency verifies the applicant's household income, or if the customer is identified as a LIHEAP recipient through an internal report.¹²⁷ As a practical matter, this means that if an applicant/ customer provide PPL with information indicating low income status *through any other means* than through a CAP agency or an internal LIHEAP-related report (including through PPL's CSRs), they would not be eligible for this protection.¹²⁸ To address these narrow requirements, CAUSE-PA through Mr. Cicero's recommendations urged the

¹²³ 52 Pa. Code § 56.32(e).

¹²⁴ Id.

¹²⁵ See 52 Pa. Code § 56.53(f).

¹²⁶ CAUSE-PA St. 1 at 124: 6-15.

¹²⁷ Id.

¹²⁸ Id.

Commission to direct PPL to amend its tariff so that security deposits may not be imposed in any circumstances where PPL receives information that the customer/ applicant for service has household income indicating low income status.¹²⁹

Related to refund of security deposits, PPL currently provides customers with the option of applying a previously collected security deposit to their current bill or obtaining a refund - *if a customer is not in arrears and their bill is not yet due.*¹³⁰ However, contrary to Commission directive, customers with a past due balance are not provided with the option to receive a refund of their previously paid security deposit. Rather, PPL currently applies the refund automatically to the past-due balance, without affirmative consumer consent.¹³¹ PPL also directs that customers with a payment arrangement should not be provided a refund until the balance is clear, but rather directs that the deposit amount should be applied to the customer's account balance.¹³² If a customer is provided with a bill credit for a previously collected security deposit following enrollment in CAP, the credits are applied to the customer's account balance existing to CAP enrollment.¹³³ This is particularly concerning because PPL appears to be applying security deposit "refunds" to pre-program debt which should be frozen and eligible for forgiveness.¹³⁴

CAUSE-PA recommended that PPL revise its policies so that, if a customer is determined to be income eligible for CAP and they have previously been assessed a security deposit, the customer is provided with the option of having the amount applied to their bills or refunded – regardless of whether they have arrears, are enrolled in CAP, or have an active payment

¹²⁹ CAUSE-PA St. 1 at 124-125.

¹³⁰ Id. at 125: 7-19.

¹³¹ Id.

¹³² Id.

¹³³ Id.

¹³⁴ CAUSE-PA St. 1 at 126: 1-8.

arrangement.¹³⁵ CAUSE-PA also recommended that PPL be prohibited from using security deposit amounts to pay down arrears which are already eligible for forgiveness through CAP.¹³⁶

Paragraph 85 of the proposed Settlement provides that, by July 1, 2027, PPL Electric will revise its security deposit policies to reflect that if a customer has previously paid a security deposit and subsequently demonstrates that they are income-eligible for PPL Electric's CAP, PPL Electric will return the security deposit to the customer and will not apply the security deposit to the customer's bill unless the customer specifically agrees that it may be applied to the customer's bill. Upon implementation of this revised policy, PPL Electric will review all customer accounts for which it currently holds a security deposit to determine whether the low income security deposit exemption applies and will make the necessary refunds.¹³⁷ PPL Electric will also update all applicable policies, procedures, and training materials to ensure that security deposits are automatically released when a customer enrolls in CAP, receives a LIHEAP grant, or provides other information indicating that they are low income.¹³⁸

Paragraph 86 of the proposed Settlement provides that PPL Electric will amend its tariff and modify its implementing practices and procedures, to better align with the Commission regulation regarding low-income exemptions from deposits (see, 52 Pa. Code § 56.32(e)). It also further provides that PPL Electric will amend its call center scripts and training materials to ensure that applicants and customers are informed of the low income security deposit exemption and the required qualifications, and afforded an opportunity to provide the necessary income information at the time a deposit is assessed.

¹³⁵ Id. at 126-127.

¹³⁶ Id.

¹³⁷ Joint Petition at ¶ 85.

¹³⁸ Id.

CAUSE-PA asserts that the proposed Settlement provisions contained in Paragraphs 85 and 86 are reasonable and should be approved. These provisions are squarely in line with CAUSE-PA's recommendations and help PPL to better comply with the Commission's requirements related to the return of security deposits. Requiring that PPL improve call center scripting, policies, and procedures to timely return security deposits to low income customers – and only apply these amounts to customers' accounts with their specific consent – is vital to helping low income customers make ends meet.¹³⁹ The return of a security deposit could very well make the difference between a low income family being able to afford food, water, rent, medicine, or other basic necessities that month.¹⁴⁰

These improvements to PPL's security deposit policies represent a meaningful improvement, are reasonable, and should be approved.

G. VEGETATION MANAGEMENT

CAUSE-PA did not take a position in this proceeding on the Vegetation Management issues set forth in Paragraph 87 of the proposed Settlement.

H. RELIABILITY

CAUSE-PA did not take a position in this proceeding related to the Reliability issues set forth in Paragraphs 88-90 of the proposed Settlement.

I. LARGE LOAD INTERCONNECTIONS

The unprecedented introduction of large load customers onto the grid is already driving substantially higher rates for other customers, threatening resource adequacy and grid stability,

¹³⁹ CAUSE-PA St. 1 at 126: 8-15.

¹⁴⁰ Id.

and disrupting traditional principles of ratemaking.¹⁴¹ Statewide efforts are underway to develop laws and policies to appropriately regulate large load additions to protect Pennsylvanians' ability to access safe, stable, and affordable energy to their homes and businesses.¹⁴² However, the growth of the industry is happening now – and has not slowed to allow statewide policies to emerge.¹⁴³ As such, it is critical to establish strong and protective tariff rules to govern large load interconnection now – while at the same time allowing room for those rules to evolve as statewide laws and policies evolve.

In this proceeding, PPL's initial proposal would have treated large load customers substantially similar to other industrial customers – notwithstanding fundamental differences in the scale and scope of operations – and would have socialized costs in a manner that would have exposed residential consumers to cost-shifting.¹⁴⁴ Through the course of litigation, PPL amended its proposal – agreeing to create a separate rate class for large load customers and to impose additional parameters for the provision of service and allocation of costs associated with building out systems to serve large load customers.

Paragraph 91-97 of the proposed Settlement contain a series of nuanced and interrelated provisions which would establish critical guardrails related to large load interconnections in this proceeding – helping to safeguard consumers as the Commission and the legislature work to develop longer term solutions for this unprecedented and rapidly evolving issue. As discussed in detail below, the proposed terms contained in these Paragraphs provide important improvements to PPL's proposal related to large load interconnecting customers, and implement several critically

¹⁴¹ CAUSE-PA St. 1 at 90-91.

¹⁴² CAUSE-PA St. 2 at 17. Interconnection and Tariffs for Large Load Customers, Tentative Order, Docket No. M-2025-3054271 (Tentative Order entered Nov. 6, 2025).

¹⁴³ See CAUSE-PA St. 1 at 90-92.

¹⁴⁴ CAUSE-PA St. 2 at 20.

important reforms – including protections that prevent cost shifting, safeguard against stranded costs, facilitate appropriate curtailment, and assign a direct allocation of \$11 million of USR costs annually to the new LP-6 rate customers.

While the proposed terms contained in these Paragraphs do not fully address CAUSE-PA concerns and recommendations set forth in this proceeding, CAUSE-PA asserts that they are nonetheless reasonable given the parties positions on these issues, and within the context of this specific proceeding. As the issues evolve, they can be iterated in other contexts. Importantly, the proposed Settlement acknowledges that statewide policy efforts are underway and is explicit that the policies included in this Settlement regarding large load interconnection are merely the start of a full regulatory framework. Specifically, Paragraph 97 permits any party to make a filing before the Commission after the issuance of large load model tariff at Docket No. M-2025-3054271 so as to ensure conformance with any new or different directives coming from that proceeding, and Paragraph 129 of the proposed Settlement clarifies that, as a whole, this Settlement may not be cited as precedent in any future proceeding, except to the extent requirement to implement this Settlement.

1. LP-6 Rate Class (Paragraphs 91-93)

The evidence in this case demonstrates that PPL’s large loads are the driving force for cost increases to other consumers on the generation and transmission side of their bill.¹⁴⁵ Already, the

¹⁴⁵ CAUSE-PA St. 1 at 90 (“It is widely recognized that the substantial increase in capacity prices, as well as transmission line build-out to serve hyperscale load in Pennsylvania and neighboring states, is driving higher consumer costs. In its analysis of the past two capacity auctions held at PJM – for the 2025/2026 delivery year and for the 2026/2027 delivery year – the PJM Market Monitor found that the total of these two auctions resulted in more than \$30.8 billion in capacity payments to existing generators of which more than \$16.6 million or 54% were the direct result of actual and projected data center load.”) (citing Analysis of the 2025/2026 RPM Base Residual Auction - Part G Revised”) and “Analysis of the 2026/2027 RPM Base Residual Auction - Part A,” (“Part A”) (October 1, 2025), available at: https://www.monitoringanalytics.com/reports/Reports/2025/IMM_Analysis_of_the_20262027_RPM_Base_Residual_Auction_Part_A_20251001.pdf (last visited Dec. 5, 2025).

generation and transmission side of customers' bills is skyrocketing as a result of large load customers, including a recent surge of data centers.¹⁴⁶ Importantly, PPL's universal service costs correspondingly increased as a result of increases to default service rates driven by large load customers in the amount of \$18.2 million annually based on a year over year comparison at December 2025 rates.¹⁴⁷ PPL projects substantial load growth over the coming years in its service territory as a result of large load customers, which will continue to put pressure on rates – driving further increases in universal service costs that are currently borne solely by residential customers. The Company projects that it will interconnect approximately 1.9 GW of new large loads by October 1, 2026.¹⁴⁸ This total pipeline exceeds PPL's current peak demand of 7.8 GW.¹⁴⁹

PPL initially proposed to socialize the costs of certain transmission upgrades and to impose a revenue guarantee to ensure that these customers contributed through rates in an amount equal to any associated cost socialization.¹⁵⁰ The Company also proposed to include an 80% minimum demand obligation, a 5-year initial contract term, and certain security provisions related to the revenue guarantee.¹⁵¹

CAUSE-PA, through its witness Mr. Havumaki, argued that the alleged protections in PPL's initial proposal were insufficient to prevent cost-shifting that would drive up rates for other consumers – adding substantially to existing unaffordability. Mr. Havumaki explained that PPL has an incentive to flow the cost of such investments - *which would not have been incurred but for these large load customers* - through rates to grow its rate base, and that PPL's proposals furthered this interest, allowing PPL to recover costs to serve large load customers from other rate classes.¹⁵²

¹⁴⁶ CAUSE-PA St. 1-SR at 10: 4-7.

¹⁴⁷ CAUSE-PA St. 1 at 93.

¹⁴⁸ CAUSE-PA St. 2 at 3: 11-17.

¹⁴⁹ Id.

¹⁵⁰ CAUSE-PA St. 2 at 5: 2-9.

¹⁵¹ Id.

¹⁵² CAUSE-PA St. 2 at 6-7.

Mr. Havumaki specifically explained that PPL’s proposed revenue guarantee and security provisions were likely insufficient to cover the significant return on investment for the socialized assets, such that the revenue guarantee would only include the initial costs to construct the upgrades – not the ongoing costs to the system to serve large load customers.¹⁵³ Mr. Havumaki further explained that PPL’s proposal to set the threshold for inclusion in LP-6 at peak demand in excess of 100 MW fails to acknowledge that customers with lower peak demands, that are nevertheless appropriately categorized as large load customers due to the unique characteristics of their use, will still be “uniquely disruptive to the grid” because they will require significant upgrades to PPL’s transmission system to accommodate their loads.¹⁵⁴ As Mr. Havumaki noted, setting this limit would also be out of line with the Commission’s recent Tentative Order related to the Model Large Load Customer Tariff, which sets a peak demand of 50 MW.¹⁵⁵

Ultimately, PPL’s initial proposals would have opened the door to extensive cost shifting – forcing other ratepayers to support the build-out of its system to serve large load customers. While PPL argued that other customers would benefit from the socialization of the costs of upgrades to the networked bulk power system and other upgrades, its assertions in this regard were based on vague, speculative, and “overly optimistic” projections that were unsupported by actual and quantifiable evidence.¹⁵⁶ As Mr. Havumaki explained, the Company’s assertions of benefits were based on a “myriad assumptions of future transmission costs and allocators” – with “no guarantee that they will materialize.”¹⁵⁷ To the contrary, the record revealed that there is a real and demonstrated risk of large loads “eroding power quality and challenging system reliability” –

¹⁵³ Id. at 7: 12-21.

¹⁵⁴ Id. at 4: 3-10.

¹⁵⁵ Id. at 17: 1-15; Interconnection and Tariffs for Large Load Customers, Tentative Order, in Model Large Load Tariff Docket No. M-2025-3054271 at 16 (Tentative Order entered Nov. 6, 2025).

¹⁵⁶ CAUSE-PA St. 2 at 8: 1-8.

¹⁵⁷ Id. at 10.

as evidenced by a recent incident in Northern Virginia that triggered NERC to warn of future grid operational issues.¹⁵⁸

Paragraph 91 of the proposed Settlement provides that PPL Electric will adopt a separate rate class for new large load customers (LP-6) and that the LP-6 tariff schedule governing rates, terms and conditions of service to large load (data center) customers,. Subpart (a) then details certain minimum terms for Electric Service Agreements (ESAs), including a minimum contract term of 10 years, as well as enhanced credit and security obligations and mandatory exit fees – while subpart (b) further defines the threshold for classification of LP-6 customers, which will include all large load customers with peak demand of 50 MW or greater at a single facility or 75 MW in the aggregate within a 10 mile radius. The definition also allows for PPL to file a Petition with the Commission seeking an exemption for facilities with peak demand between 50-75 MW if the customer’s interconnection would not cause PPL to incur additional transmission upgrade costs.

The terms in Paragraphs 92 and 93 further build on the minimum requirements and the terms and conditions of service for LP-6 customers set forth in Paragraph 91 – providing added protections against cost-shifting by further strengthening security requirements, exit fees, and required contributions in aid of construction (CIAC). Of note, pursuant to Paragraph 92(i), ESAs must ensure adequate security to cover the costs of all upgrades – inclusive of “costs that the Company would not have incurred but for the interconnection of the customer.” Paragraph 92(b) also adds further protections to promote service stability and resource adequacy, requiring segmentation of critical and non-critical load to ensure PPL is able to shed non-critical use during a peak load event.

¹⁵⁸ CAUSE-PA St. 2 at 8-10.

The provisions set forth in Paragraphs 91 through 93 of the proposed Settlement represent the parties' attempt to craft a reasonable resolution to the issues set forth in this proceeding which balances the parties' varying interests.

Specifically, the creation of an LP-6 rate class provides a foundational basis from which specific policies can be developed to appropriately regulate large load interconnection and assign related costs – helping shield other consumers from bearing the cost of large load growth. By defining LP-6 to include customers with a peak electric demand of 50 MW or greater at a single facility, the terms also align PPL's LP-6 rate class more closely with those set forth in the Commission's proposed model tariff for large load customers¹⁵⁹ The Settlement also provides reasonable flexibility by allowing PPL to petition the Commission to exempt customers from the LP-6 class if will not cause PPL to incur transmission network upgrade costs– yet preserves appropriate Commission oversight to ensure exemptions are warranted.¹⁶⁰

CAUSE-PA also strongly supports the requirement that securities cover the cost of all upgrades – inclusive of all costs that would not have otherwise been incurred but for the interconnection of the large load customer. Explicit inclusion of this causal connection is critical and will help to prevent improper socialization of costs to serve large load customers. Residential customers should never bear the cost of upgrades to serve large load customers – even if they may derive some theoretical or ancillary future benefit. Further, requiring CIAC as up-front milestone payments ahead of work performed for the cost of directly assignable transmission/ distribution upgrades is squarely in line with Mr. Havumaki's concerns related to rate basing of costs for large load customers without clearly demonstrating broader ratepayer benefits. While Mr. Havumaki's recommendations related to treatment of costs through CIAC were not fully adopted, these

¹⁵⁹ Interconnection and Tariffs for Large Load Customers, Docket No. M-2025-3054271.

¹⁶⁰ Joint Petition at ¶ 91.b.ii.

provisions reasonably balance the parties' positions related to treatment of these costs. CAUSE-PA is also strongly supportive of the load shedding provisions, which will help provide important clarity to how PPL will separate critical from non-critical load to enable load shedding during a critical peak load event. This will help to maximize PPL's ability to shed non-critical load – in turn minimizing disruptions of service to Pennsylvania homes and business during peak load events.

Together, these provisions represent a reasonable compromise that will help to protect consumers from bearing added costs associated with large load customer growth and should be approved.

2. Large Load Forecasting and Reporting (Paragraphs 94-95)

Paragraphs 94-95 of the proposed Settlement set forth several important forecasting and reporting requirements for PPL related to its large load interconnections, including that PPL will:

- Submit compliant ESAs and a breakdown of the allocation of system upgrade costs to the Commission for transparency and information and will serve the same on the statutory advocates.¹⁶¹
- Provide notice to the Commission and statutory advocates in the event that a Rate LP-6 customer voluntarily terminates the service contract before the contract has elapsed, including reporting if and when the customer's exit fee was provided as a credit to PPL Electric's transmission rate base balance.¹⁶²
- Submit annual load forecasts to the Commission, along with a breakdown of forecasted load based on requests of customers with ESAs, and other important information as set forth in Paragraph 95.¹⁶³

Inaccurate load forecasting has driven substantial increases in capacity costs and, in turn, has increased generation rates for residential consumers. CAUSE-PA is supportive of these

¹⁶¹ Joint Petition at ¶ 94.

¹⁶² Id.

¹⁶³ Joint Petition at ¶ 95.

provisions, which will provide the Commission and statutory advocates with important information related to the interconnection, operation, and associated costs for the LP-6 rate class. CAUSE-PA therefore asserts that these provisions are reasonable and should be approved.

3. Allocation of Universal Service Rider (USR) Costs (Paragraph 96)

Under PPL's current Universal Service Rider, PPL assigns the costs of its universal service programs solely to its residential customers, and to small commercial customers who take voluntary service rates under GS-1 and GS-3.¹⁶⁴ CAUSE-PA's recommended in this proceeding assign universal service costs to all rate classes, including direct assignment of USR costs to large load customers, because all rate classes benefit from low income customers maintaining access to essential utility service.¹⁶⁵ While CAUSE-PA's recommendations related to broader assignment of universal service costs across all customer classes were not adopted, CAUSE-PA is highly supportive of the Paragraph 96 provisions to allocate \$11 million annually in USR costs to LP-6 customers, which will help mitigate the increased costs caused by large load customers on PPL's universal service programs.

As outlined by Mr. Cicero in his direct testimony, the introduction of large load users onto the grid has substantially increased capacity prices, transmission line-build out, and in turn consumer costs.¹⁶⁶ After direct assignment of USR costs to large load customers in the amount of \$10 million annually, CAUSE-PA recommended that the remainder of the costs should be assigned based on the allocators in PPL's ACOSS based on the kWh usage for each rate class projected as of the FPFTY – which would have added approximately \$800,000-\$900,000 more in USR costs¹⁶⁷

¹⁶⁴ CAUSE-PA St. 1 at 84.

¹⁶⁵ *Id.* at 89.

¹⁶⁶ *Id.* at 90-91.

¹⁶⁷ *Id.* at 94-95. Since these costs are flow-through rider costs, they will change each year based on the reconciliation that PPL does to ensure that only the actual direct costs are collected.

Assigning USR costs across rate classes in this manner acknowledges the many societal benefits of programs that remediate the impacts of poverty and energy insecurity¹⁶⁸ -- as well as that large load users “materially influence wholesale energy prices, capacity procurement costs, and transmission investments”.¹⁶⁹

Paragraph 96 of the proposed Settlement provides that, beginning January 1, 2027, PPL Electric will allocate \$11 million of USR costs annually to the new LP-6 rate class. This Paragraph further provides that such costs will be allocated amongst the LP-6 rate class and recovered from the LP-6 customers through a non-bypassable customer charge assessed to those customers under Rate Schedule LP-6. PPL Electric will propose an increased allocation of costs to the LP-6 class in its next filed rate case or will explain why it has not proposed to increase this allocation.¹⁷⁰

CAUSE-PA is strongly supportive of the proposed provisions at Paragraph 96. As discussed, large load users, including data centers, have already substantially increased consumer costs. Mr. Cicero estimates that these impacts amounted to \$18.2 million over the course of a year, at December 2025 rates.¹⁷¹ Similarly, Mr. Cicero estimates that large load growth across PJM has increased prices by approximately \$10 million annually for residential ratepayers to support the cost of CAP.¹⁷² Thus, a direct allocation of \$11 million annually is based on actual costs that large load customers have caused ratepayers to incur through the USR. This allocation is also in line explicit obligations enshrined by Pennsylvania’s General Assembly on the Public Utility Commission and utilities to ensure that universal service and energy conservation programming would remain “appropriately funded and available” in each EDC service territory to meet the needs

¹⁶⁸ CAUSE-PA St. 1 at 86-87.

¹⁶⁹ CAUSE-PA St. 2 at 24: 3-4.

¹⁷⁰ Joint Petition at ¶ 96.

¹⁷¹ CAUSE-PA St. 1 at 93.

¹⁷² Id. at 94: 1-5.

of Pennsylvania’s low income residential consumers and other vulnerable customer groups.¹⁷³ Allocation of these USR costs to LP-6 customers also acknowledges the broad public purpose of these costs, including the many societal benefits of programs that remediate the impacts of poverty and energy insecurity for low income customers, their households, and the communities in which they live and work.¹⁷⁴ While CAUSE-PA’s recommendations for broader allocation of USR costs across rate classes was not adopted in this Settlement, CAUSE-PA nonetheless asserts that these provisions represent import reforms to PPL’s current allocation of USR costs, are reasonable and squarely in the public interest, and should be approved.

4. Reservation of Rights Regarding Model Tariff (Paragraph 97)

Importantly, Paragraph 97 of the proposed Settlement provides several provisions acknowledging the limitations of the agreements set forth in the proposed Settlement related to PPL’s large load issues. CAUSE-PA supports the following provisions set forth in Paragraph 97, which provide important clarity related to the parties’ positions:

- The settling parties agree that the LP-6 tariff schedule in the Company’s rebuttal position does not fully address the issues and concerns raised by various parties through the course of the proceeding, including in CAUSE-PA witness Mr. Havukmaki’s testimony.
- In agreeing to these terms, parties also agree 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 and that the Parties reserve all rights with respect to the proceeding at Docket No. M-2025-3054271.
- Following any final order of the Commission in the Docket No. M-2025-3054271 proceeding, any Settling party may make a filing before the Commission proposing to modify the LP-6 rate schedule to be consistent with the Commission’s determination in the statewide proceeding at Docket No. M-2025-3054271 and that such a filing would not be

¹⁷³ 66 Pa. C.S. § 2802(17). “There are certain public purpose costs, including programs for low-income assistance, energy conservation and others, which have been implemented and supported by public utilities’ bundled rates. The public purpose is to be promoted by continuing universal service and energy conservation policies, protections and services, and full recovery of such costs is to be permitted through a non-bypassable rate mechanism.”

¹⁷⁴ CAUSE-PA St. 1 at 86-87.

construed as breaking this Settlement – and that all Parties reserve all rights with respect to such a filing made pursuant to this provision.

Each of these terms set forth in Paragraph 97 represent an acknowledgement that the provisions set forth in the proposed Settlement, while reasonable in the context of this proceeding and in the absence of final statewide policy or legislative guidance, do not obviate the need to continue to examine these issues in other forums, including the Commission’s model tariff proceeding. As such, these provisions are reasonable and should be approved.

J. MAXIMUM REGISTERED PEAK LOAD

CAUSE-PA supports the provisions set forth in Paragraphs 98-105 of the proposed Settlement, which provide for approval of PPL’s MRPL proposal, modified by the Joint Stipulation submitted in this matter of March 5, 2026.

Pursuant to PPL’s current tariff, the definition of “maximum registered peak load” only accounts to the registered peak demand by net metered, non-residential customers.¹⁷⁵ PPL proposed in this proceeding to revise this definition to account for both demand (the amount taken from the system for interconnected customers) and supply or export (the amount provided or sold to the system by these same customers).¹⁷⁶ PPL argued that this proposed change is because it projects a substantial increase in net metered customer generators “who do not have independent load to offset their electric usage.”¹⁷⁷ These customers operate on the distribution system for the primary purpose of operating a generation system to sell electricity back to the distribution system under the operable net metering rules.¹⁷⁸ PPL’s current rules would permit these customers to “bank their sales and produce significant excess generation that is paid out at the applicable price

¹⁷⁵ CAUSE-PA St. 1 at 113-114.

¹⁷⁶ Id.

¹⁷⁷ PPL St. No. 15 at 6:10-12. CAUSE-PA St. 1 at 114: 1-16.

¹⁷⁸ PPL St. No. 15 at 6-7.

to compare”.¹⁷⁹ As of March 31, 14 2025, PPL indicates that the annual net metering cash-out for the Small C&I customer class is \$11 million -- however, based on the number of projected interconnection requests, PPL projects that this amount could be as high as \$300 million by 2029.¹⁸⁰

CAUSE-PA supports PPL’s proposed changes related to its maximum registered peak load. Mr. Cicero explained that, many affordable multifamily housing providers which provide subsidized housing to low income households pay commercial class rates and are thus directly impacted by paying artificially high excess compensation to merchant generators.¹⁸¹ Mr. Cicero further argued that the current net metering rules and policies did not complete situations in which net metering customers with no or *de minimis* loads would exist solely for the purpose of excess generation sale, and that upward pressure from these customers may spill into residential rates.¹⁸²

Paragraph 99-105 of the proposed Settlement provides that PPL’s MRPL proposal would be approved as modified by, what includes:

- That customer generators will be grandfathered into their existing default service rates for a period of 10 years (i.e. until December 31, 2036), at which time they would be subject to classification pursuant to the terms of PPL’s default service rate classification that are in place on or after January 1, 2037 in the order specified under the proposed Settlement;¹⁸³
- That PPL shall provide Settling parties with written notification on when the remaining Cap capacity information is updated on the Company’s website and when the Cap has been met.¹⁸⁴
- For purposes of determining compensation for net excess generation for customer-generators taking service under Rate GSC-2, how such compensation is defined;¹⁸⁵

¹⁷⁹ CAUSE-PA St. 1 at 114: 1-16.

¹⁸⁰ PPL St. No. 15 at 6-7.

¹⁸¹ CAUSE-PA St. 1 at 115.

¹⁸² Id.

¹⁸³ Joint Petition at ¶ 99.

¹⁸⁴ Id. at ¶ 101.

¹⁸⁵ Id. at ¶ 102.

- That, other than the specific terms and conditions contained herein, the Joint Petitioners propose no other modifications to PPL Electric’s proposed changes to GSC-1 and GSC-2 and its proposal to introduce the MRPL into PPL Electric’s determination of eligibility for participation in Rate Schedules GSC-1 and GSC-2;¹⁸⁶
- For the remainder of the grandfathering period ending December 31, 2036, PPL Electric will not propose, as part of any Commission proceeding, to modify the grandfathered rights for customer-generators set forth in Paragraph 99;¹⁸⁷
- That PPL shall compensate each customer-generator taking service under Rate GSC-2 for excess generation produced by that customer-generator based on components specified in the proposed Settlement.¹⁸⁸

CAUSE-PA asserts that these proposed Settlement provisions are reasonable and should be approved. While providing for certain revisions and specificity related to a number of aspects related to PPL’s net metering rules, these provisions provide for approval for PPL to revise its MRPL tariff provisions to better account for merchant generator issues which may impact PPL’s residential and low income consumers, which are discussed above.

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

CAUSE-PA did not take a position in this proceeding related to EV TOU Charging Rebate Program or DCFC rate issues set forth in Paragraphs 106-117 of the proposed Settlement.

L. IT UPGRADES

CAUSE-PA did not take a position in this proceeding related to IT Upgrade issues set forth in in Paragraphs 118 and 119 of the proposed Settlement.

¹⁸⁶ Id. at ¶ 103.

¹⁸⁷ Id. at ¶ 104.

¹⁸⁸ Id. at ¶ 105.

M. RETAIL TARIFF

1. Payment Transaction Fees (Paragraph 120)

CAUSE-PA supports Paragraph 120 of the proposed Settlement, which would implement PPL's proposal in this proceeding to include in base rates the costs of payment transaction fees for customers who make payments by credit and debit cards, and electronic payment methods such as Venmo and Paypal.¹⁸⁹ PPL also indicates that it is proposing to eliminate fees for customers who pay in cash via Western Union or via bill payment centers that use Fiserv.¹⁹⁰

PPL correctly noted that the burden of these fees falls heavily on low income households, who were reported to pay more than \$2.1 million in fees to pay their bills from November 2023 to October 2024.¹⁹¹ Similarly, Mr. Cicero explains that low income customers are far less likely to use ACH transfers compared to customers with higher incomes, and are far more likely to rely on cash and debt cards than higher income households.¹⁹² In addition, in a study conducted by the Federal Reserve found that approximately 20% of households earning less than \$25,000/year are reported to be unbanked – and thus reliant on payment methods other than ACH and that have traditionally required fees.¹⁹³

Paragraph 120 of the proposed Settlement provides that PPL's proposal to eliminate third party payment fees and roll these costs into rates is approved – and that the amount rolled into rates is included in the overall revenue requirement increase agreed to by the parties in Paragraph 49.

¹⁸⁹ PPL St. 18 at 7.

¹⁹⁰ CAUSE-PA St. 1 at 109-110.

¹⁹¹ PPL St. No. 18 at 8-9.

¹⁹² CAUSE-PA St. 1 at 110: 4-11; Table 28.

¹⁹³ Id. at 110-111.

CAUSE-PA is supportive of these Settlement provisions, which align with the recommendations of its witness Mr. Cicero that PPL's proposal related to these third-party fees should be approved. These proposed provisions would help to eliminate barriers to bill payment for PPL's low income customers who are already struggling to afford basic services without the imposition of these additional fees.¹⁹⁴ As such, these proposed provisions are reasonable, in the public interest, and should be approved without modification.

2. Economic Development (Paragraph 121)

CAUSE-PA is supportive of the provisions at Paragraph 121 of the proposed Settlement which would protect PPL's ratepayers from paying the costs of the proposed Opportunity Pennsylvania Program (OPP), as PPL has not shown that this Program would result in tangible benefits to ratepayers.

Through its proposed OPP, PPL would provide direct reimbursement to local government and nonprofit economic development organizations to support site studies, due diligence, and infrastructure improvement grants for future economic development.¹⁹⁵ PPL would also fund expert consultants or grant writers to prepare and submit competitive grants for state/ federal economic development.¹⁹⁶ PPL initially sought \$400,000 annually in rates for this proposed Program, of which \$247,677 would be allocated to residential customers.¹⁹⁷

Neither CAUSE-PA nor its witnesses have taken a position about whether the OPP is a good program which would be beneficial to certain targeted communities.¹⁹⁸ However, CAUSE-PA is opposed to PPL's proposal to fund this Program through rates, as PPL has made no showing

¹⁹⁴ CAUSE-PA St. 1 at 110-111.

¹⁹⁵ PPL St. No. 21 at 6.

¹⁹⁶ Id.

¹⁹⁷ CAUSE-PA St. 1 at 111: 10-19.

¹⁹⁸ Id. at 112: 1-9.

that this Program would result in tangible benefits to ratepayers.¹⁹⁹ This Program is not required under law or Commission statute, and is not in furtherance of just and reasonable rates which are in the public interest.²⁰⁰ As such, CAUSE-PA recommended that, if this Program is approved, it should be funded through shareholder funds or retained earnings.²⁰¹

Paragraph 121 of the proposed Settlement provides that PPL's OPP costs will not be recovered through base rates in this proceeding.

CAUSE-PA asserts that this proposed Settlement provision reasonably balances the parties' positions in this proceeding and should be approved. These proposed provisions permit PPL to operate the OPP, while protecting consumers from bearing the costs for this proposal through base rates. As such, these provisions reasonably address CAUSE-PA's concerns that PPL should not be permitted to fund the OPP through rates, as they have made no showing of benefits to ratepayers. As such, these proposed provisions should be approved.

3. Definition of "Tenant" (Paragraph 122)

CAUSE-PA, through its witness Mr. Cicero, raised several necessary revisions to PPL's proposed tariff so that these provisions were in line with Commission statute and regulation and provided PPL's customers with reasonable terms and conditions of service.²⁰² CAUSE-PA is supportive of the provisions contained in Paragraph 122 of the proposed Settlement, which would implement important revisions to PPL's proposed definition of "tenant".

CAUSE-PA raised concerns in this proceeding that PPL's proposed definition of tenants is inappropriately narrow and limits the ability of residential tenants across various housing types

¹⁹⁹ Id.

²⁰⁰ Id.

²⁰¹ Id.

²⁰² CAUSE-PA St. 1 at 112-132.

and meter configurations to exercise their rights and protections.²⁰³ PPL’s proposed definition, as initially drafted, would exclude tenants (1) who do not live in a multi tenancy commercial building with 3 or more separate units; or (2) tenants with short term leases of less than a year, or who cannot affirmatively show that they plan to maintain their tenancy for a year or more.²⁰⁴ It is unclear whether and to what extent tenants who fall outside the bounds of this proposed definition would have their rights and protections limited, including – for example – their ability to access LIURP services.²⁰⁵ To address these concerns, Mr. Cicero recommended that PPL be required to implement the following broader definition of “tenant” contained in Section 1521 of the Public Utility Code, which is inclusive of the full array of tenants who may be receiving PPL services.²⁰⁶

Paragraph 122 of the proposed Settlement provides that, as part of its compliance Retail Tariff Filing, PPL Electric shall make several modifications including revising the definition of “tenant” as specified on pages 2-3 of PPL Electric St. No. 14-R and as further modified on page 48, lines 16-26 of CAUSE-PA St. No. 1-SR.

CAUSE-PA asserts that these proposed Settlement provisions are reasonable and in the public interest. PPL’s proposed revisions to the definition of “tenant” contained in its tariff is squarely in line with CAUSE-PA recommendations and helps to clarify the rights and protections available to tenants who are served by PPL. While CAUSE-PA recommendations related to PPL’s tariff language were not adopted in their entirety, CAUSE-PA asserts that the provisions contained in Paragraph 122 are reasonable given the many varied interests of the Settlement parties, are reasonable, and should be approved.

²⁰³ Id. at 118-119.

²⁰⁴ Id. at 118: 7-13.

²⁰⁵ Id. at 118-119.

²⁰⁶ CAUSE-PA St. 1 at 119: 1-17.

4. Customer Transformation Equipment under Rate LP-5 (Paragraph 122)

CAUSE-PA did not take a specific position related to PPL's tariff language related to customer transformation equipment under Rate LP-5, as set forth in Paragraph 122 of the proposed Settlement. However, CAUSE-PA asserts that these provisions are in line with revisions agreed to in this proposed Settlement related to PPL's large load customers, and discussed above.

5. Redistribution of Services (Paragraph 122)

In its proposed Rule 5, PPL sought to change how it would allow redistribution of services from master-meter to non-utility owned sub-meters by allowing submetering where it "is neither feasible nor practical from a financial, technical, engineering, and/or any other valid reason."²⁰⁷ Under the Company's initial proposal, the master meter would have been required to be designed so that it will not achieve a notable reduction in consumption of electricity by tenants in the building than if the tenant units had individual electric meters within the building with efficient heat controls."²⁰⁸ CAUSE-PA raised concerns that PPL's tariff restricts submetering to where master-metered units are designed to use the same amount of electricity or more than if the units where individually metered.²⁰⁹ This hampers energy efficiency and conservation efforts.²¹⁰ Mr. Cicero also explained that submetering – because it facilitates resale of electric services to tenants – has a host of negative consequences.²¹¹

To address these concerns, CAUSE-PA recommended that PPL be required to revise Tariff Rule 5(E), as outlined on page 121 of Mr. Cicero's direct testimony, to better ensure that allowable

²⁰⁷ See PPL Electric Exhibit GEO-1 at 32, Proposed Electric Pa. P.U.C. No. 202, Original Page No. 10.

²⁰⁸ Id.

²⁰⁹ CAUSE-PA St. 1 at 120-121.

²¹⁰ Id.

²¹¹ CAUSE-PA St. 1 at 120: 7-27.

submetering would promote energy efficiency/ conservation, would not limit important consumer protections, and would create benefits for customers without permitting re-billing for services.²¹²

PPL also has clarified through the course of this proceeding that it intends to fully comply with the provisions of the Discontinuance of Service to Lease Premises Act (DSLPA).²¹³ PPL indicates that it will allow tenants “the option to pay the most recent submetered bill to maintain services” – and that it would rely on a landlord or tenant to provide the amount of that bill that would be paid to maintain service to the building under the DSLPA, and that (if the tenant paid such amount) the service would remain on for the entire building.²¹⁴ CAUSE-PA is supportive of this approach, as it comports with the provisions of the DSLPA and is protective of submetered tenants.²¹⁵ Paragraph 122 of the proposed Settlement provides for the revisions to Rule 5(E)(1), helps to address Mr. Cicero’s concerns while balancing the other parties’ positions in this matter by providing that exceptions to the Rule will not “result in a notable increase in consumption but is designed to allow the master metered customer to either maintain or reduce consumption.” The revisions to Rule 5(E)(4) are also in line with Mr. Cicero’s recommendations and PPL’s rebuttal position as they provide that “Tenants who are served by a master meter retain all rights under 66 Pa. C.S. § 1521 et seq., the Discontinuance of Service to Leased Premises Act [DSPLA] regardless of whether the Landlord Ratepayer has sub metered the location pursuant to the terms of this tariff” – and based on their past 30 days of submetered usage. These revisions to PPL’s tariff proposals help to clarify important protections for submetered tenants, while not hampering energy

²¹² CAUSE-PA St. 1 at 122: 1-4.

²¹³ Section 1527(b), Chapter 15 of the Public Utility Code, provides in relevant part that: “A public utility shall not terminate service or shall promptly resume service previously terminated if it receives from the tenants an amount equal to the bill for the affected account of the landlord ratepayer for the billing month preceding the notice to the tenants.”

²¹⁴ CAUSE-PA St. 1 at 122.

²¹⁵ Id. 11-23.

efficiency and usage reduction efforts for these tenants. These provisions are therefore reasonable and should be approved.

N. SUPPLIER TARIFF

CAUSE-PA did not take a position related to the supplier tariff issues set forth in Paragraphs 123 of the proposed Settlement.

O. BEHIND-THE-METER NON-EXPORTING BATTERY ENERGY STORAGE SYSTEMS

CAUSE-PA did not take a position related to the Behind the Meter Non-Exporting Battery Energy Storage System issues set forth in Paragraph 124 of the proposed Settlement.

P. MISCELLANEOUS TERMS

Paragraphs 125-132 of the proposed Settlement set forth several additional terms and conditions related to the proposed Settlement that ensure that the Settling parties retain certain rights and obligations related to the proposed Settlement. These include, but are not limited to, that: (a) Each term and condition set forth in this Settlement, whether or not set out in a numbered paragraph, shown in a table or other graphic presentation, bolded, italicized, or otherwise emphasized, or set forth in the body, a footnote, a parenthetical, an appendix, an exhibit, or otherwise, is material consideration to the entry into this Settlement by the signatory parties;²¹⁶ that (b) Unless otherwise expressly indicated, all terms and conditions contained herein shall take effect upon the effective date of rates in this proceeding, without the need or requirement for

²¹⁶ Joint Petition at ¶ 125.

additional Commission review or approval;²¹⁷ and that (c) This Settlement may not be cited as precedent in any future proceeding, except to the extent required to implement this Settlement.²¹⁸

Taken together, the additional terms and conditions set forth in the proposed Settlement represent a balanced compromise of the interests of the Joint Petitioners and set forth additional rights and obligations of the Joint Petitioners in a fair and reasonable manner that is in the public interest and should be approved. These additional proposed Settlement terms and conditions help to preserve unresolved issues of concern for resolution in future cases and set forth important rules of construction that will help to improve clarity and improve alignment in future enforcement of proposed Settlement provisions.

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

As noted in the Joint Petition, the ALJs in this proceeding directed the parties to address Vice Chair Barrow's Statement dated October 23, 2025 in their individual Statement in supports. CAUSE-PA will respond to each of the items contained in Vice Chair Barrow's Statement in turn.

First, Vice Chair Barrow stated:

Extended Stay Out: PPL's last rate increase request was over 10 years ago in 2015. This extended stay out coupled with the Commission's recent approval of the waiver of PPL's DSIC from 5% to 7.5%, including the increase from the instant rate request has the potential to cause rate shock for PPL's customers, especially low-income customers in PPL's service territory. Therefore, I implore the parties to critically review the impact of the aforementioned factors and how they can be addressed in this proceeding and going forward.²¹⁹

As discussed at length above, PPL's customers – particularly its low income customers – already face profound rate unaffordability at present rates, and any increase in monthly bills will

²¹⁷ Joint Petition at ¶ 126.

²¹⁸ Joint Petition at ¶ 129.

²¹⁹ Vice Chair Barrow Statement, p. 1. (footnote omitted).

cause increased economic hardships to the many low income families who are struggling to afford basic necessities each month.²²⁰ CAUSE-PA agreed to the revenue increase set forth in this proposed Settlement as a result of a variety of factors, including the mitigation measures set forth throughout the proposed Settlement – including several reforms to PPL’s universal service programs, to better assist PPL’s customers. CAUSE-PA also continues to be cognizant that fully litigating this proceeding may have resulted in an outcome that was more detrimental to consumers than that provided for in the proposed Settlement. Recent Commission decisions on fully litigated cases have resulted in inconsistent outcomes on customer service and low income issues, and have awarded ROEs that are materially higher than the effective ROE that results from this case. The tradeoff of issues that resulted from settlement in this case, CAUSE-PA believes, produced better all-around outcomes than what the Commission would have decided in a fully litigated case.

Second and Third, Vice Chair Barrow indicated:

Capital Structure: On several occasions, regulated utilities have requested to be awarded common equity ratio and debt capital outside of the apparently reasonable 50% equity and 50% debt capital structure, along with their requested return on equity (ROE). These deviations result in millions of dollars that go into the rates of utility customers as higher common-equity ratio results in higher rates for public utility services. Therefore, a careful and detailed review of PPL’s claimed capital structure and ROE, is warranted.²²¹

Tracking Capital from Parent Company: I understand that utilities often file existing or relevant affiliated interest agreements involving financial transactions between or among them and their parent companies or subsidiaries/affiliates with the Commission. However, it is also important to note that often times these transactions may result in costs being inadvertently shifted to the utilities and ultimately gets passed to their ratepaying customers thereby negatively impacting such customers. Therefore, I implore the parties to critically review these transactions between PPL and its parents/affiliates in this investigation.²²²

²²⁰ CAUSE-PA St. 1 at 35-36; 38-44.

²²¹ Vice Chair Barrow Statement, pp. 1-2. (footnote omitted).

²²² Id. at p. 2.

CAUSE-PA has carefully examined how PPL's capital structure, including its requested ROE impacted PPL's overall revenue request, and how this revenue request – in turn – impacted rates and monthly bills for PPL's customers.²²³ Mr. Cicero expressed particular concern that PPL's requested rate of return of 8.56%, including its requested ROE of 11.3%,²²⁴ at its highly skewed capital structure which comprises of 56.05% equity and 43.95% long term debt²²⁵ would create a wealth transfer from PPL's customers to its shareholders, would exacerbate the affordability challenges that PPL's customers are already facing, and would needlessly enrich PPL's shareholders at the expense of its customers.²²⁶ CAUSE-PA continues to oppose PPL's attempts at extractive economics as its proposals are excessive and profoundly undercut the ability of PPL's customers to access affordable rates.²²⁷ Notwithstanding its strong position, CAUSE-PA asserts that the revenue requirement in the proposed Settlement represents a meaningful reduction to PPL's initial proposals, inclusive of the ROE which would be produced as a result of these increases. While imperfect, as outlined at the beginning of this statement in support, CAUSE-PA estimates that the effective ROE that results from the authorized revenue requirement is no higher than 9.4%, which is materially lower than that sought by the Company and what has historically been awarded by the Commission.

Fourth, Vice Chair Barrow asked the parties to address the following:

Customer Service Issues & Impact on ROE: The Commission recently addressed a settlement involving PPL's system-wide customer billing issues due to failure of PPL's meter data collection system. Due to the failure, 48,168 PPL accounts, inter alia, did not receive a bill during one or more of their billing periods from December 2022 through April 2023. Settlement Order at 5. Good customer service is an important part of a utility's

²²³ CAUSE-PA St. 1 at 14-21.

²²⁴ PPL Volume VII, Fully Projected Future 1, Exhibit B-7; PPL Exhibit Fully Projected Future 1 B-8, page 1 of 1. CAUSE-PA St. 1 at 6-7.

²²⁵ PPL St. No. 9 at 3, Volume VII, Fully Projected Future 1, Exhibit B-7.

²²⁶ CAUSE-PA St. 1 at 19-20.

²²⁷ Id. at 14-15.

performance. That performance is a direct component of a just and reasonable ROE. The parties should assess this connection in the award of PPL's requested ROE.²²⁸

While CAUSE-PA did not take a specific position in this proceeding related to PPL's billing issues between December 2022-April 2023, CAUSE-PA did set forth specific recommendations, discussed above, to improve PPL's customer service operations and ensure economically vulnerable consumers are connected to assistance to address affordability concerns.²²⁹

Fifth, Vice Chair Barrow asked the parties to examine:

Cost Allocation: Our grid is in the midst of major change. It is becoming more distributed, with new ordinary customer loads like building electrification and electric vehicles. At the same time, city-sized loads are placing new stresses on the system and driving new capital projects. Customers should pay for the facilities built to benefit them. Likewise, cost allocation for distribution system upgrades needs to ensure that no customers disproportionately benefit from a particular cost allocation system. Some of our methods may be outdated, with sophisticated customers able to avoid consumption in a few peak hours to avoid their entire contribution. Peak avoidance should be encouraged but, we should measure beyond just the top few peak hours to determine the true benefits that particular customers and customer classes receive from the system.²³⁰

Through the course of this proceeding, CAUSE-PA examined how PPL's proposals related to the interconnection of large load customers would improperly shift costs related to these customers to PPL's other ratepayers without PPL clearly demonstrating that ratepayers would see tangible benefits as a result of PPL's proposals.²³¹ While not fully addressing customer harm as a result of these large load customers, the proposed Settlement provides several important

²²⁸ Vice Chair Barrow Statement, p. 2. (footnote omitted)

²²⁹ See also Pennsylvania Public Utility Commission, Bureau of Investigation and Enforcement v. PPL Electric Utilities Corporation Docket No. M-2023-3038060 (where CAUSE-PA set forth extensive Comments dated February 28, 2024 related to this billing dispute).

²³⁰ Vice Chair Barrow Statement, p. 2.

²³¹ CAUSE-PA St. 2 at 14-15.

improvements to PPL's proposals related to these customers, and is reasonable given the totality of considerations in this matter, discussed above.

Finally, Vice Chair Barrow asked parties to examine:

Universal Service: Large load additions and forecasts have substantially increased capacity prices in the last two PJM auctions. According to PJM's market monitor, 55% of the increase in capacity prices is attributable to large load growth. That is over \$7 billion dollars. Those costs have begun to flow down to customers' bills. The change in rates as of June 1, 2025, will increase the cost paid by residential customers to support the CAP program by \$37 million a year. This translates to increases ranging from 5 to 41% on a customer bill. I ask the Parties to address whether, consistent with the ratemaking principle of cost causation, whether cost causers should be allocated a share of the universal services charges, currently only charged to the residential rate class.²³²

As discussed, CAUSE-PA extensively investigated the impacts of large load customers in this proceeding, including these customers impacts on the costs associated with PPL's universal service programs. Paragraph 96 of the proposed Settlement provides for direct assignment of \$11 million annually in USR costs to the new LP-6 rate class. Direct assignment of these costs helps to address the increase in customers costs which have resulted from large load customers, including the influx of data centers, which have also swelled PPL's USR costs.

V. CONCLUSION

The proposed Settlement was achieved by the Joint Petitioners after an extensive investigation of the filings in this matter and negotiations amongst the parties. CAUSE-PA asserts that the proposed Settlement, taken as a whole, is a reasonable resolution to a variety of complex issues and should be approved. Acceptance of the proposed Settlement avoids the necessity of further administrative and possible appellate proceedings about the settled issues – which would have been undertaken at a substantial cost to the Joint Petitioners. Accordingly, CAUSE-PA

²³² Vice Chair Barrow Statement, p. 2-3.

respectfully requests that DCALJ Pell, ALJ Nause, and the Commission approve the proposed Settlement without modification.

Respectfully submitted,
Counsel for CAUSE-PA



Ria M. Pereira, Esq., PA ID: 316771
Elizabeth R. Marx, Esq., PA ID: 309014
Lauren N. Berman, Esq., PA ID: 310116
John W. Sweet, Esq., PA ID: 320182
Levi A. Phillips, Esq., PA ID: 338477
PENNSYLVANIA UTILITY LAW PROJECT
118 Locust Street
Harrisburg, PA 17101
Tel.: 717-236-9486
PULP@pautilitylawproject.org

Dated: March 20, 2026

Devin T. Ryan, Esq.
Alice A. Wade, Esq.
Hayley E. Wilburn, Esq.
Post & Schell, P.C.
One Oxford Centre
301 Grant Street, Suite 3010
Pittsburgh, PA 15219
dryan@postschell.com
alice.wade@postschell.com
hwilburn@postschell.com

Michael A. Podskoch, Jr., Esq.
Adam J. Williams, Esq.
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120
mpodskoch@pa.gov
adawilliam@pa.gov

Joseph L. Vullo, Esq.
Burke Vullo Reilly Roberts
1460 Wyoming Avenue
Forty Fort, PA 18704
jlvullo@bvrrlaw.com

Daniel A. Garcia, Esq.
Brian Pulito, Esq.
Sarah M. Rambin, Esq.
Steptoe & Johnson, PLLC
1 PPG Place
Pittsburgh, PA 15222
daniel.garcia@steptoe-johnson.com
brian.pulito@steptoe-johnson.com
sarah.rambin@steptoe-johnson.com

Christy M. Appleby, Esq.
Harrison W. Breitman, Esq.
Jacob D. Guthrie, Esq.
Josiah B. Harmar, Esq.
Johnathan M. Longhurst, Esq.
Joel H. Cheskis, Esq.
Office of Consumer Advocate
555 Walnut Street
Forum Place, 5th Floor
Harrisburg, PA 17101-1923
cappleby@paoca.org
hbreitman@paoca.org
jguthrie@paoca.org
jharmar@paoca.org
jlonghurst@paoca.org
jcheskis@paoca.org
OCA25PPLBRC@paoca.org

Rebecca Lyttle, Esq.
Steven C. Gray, Esq.
Office of Small Business Advocate
555 Walnut Street
1st Floor, Forum Place
Harrisburg, PA 17101
relyttle@pa.gov
sgray@pa.gov

Todd S. Stewart, Esquire
HMS Legal LLP
501 Corporate Circle, Suite 302
Harrisburg, PA 17110
tsstewart@hmslegal.com

Adeolu A. Bakare, Esq.
Victoria A. Geddis, Esq.
McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166
abakare@mcneeslaw.com
vgeddis@mcneeslaw.com

Alan M. Seltzer, Esq.
John F. Povilaitis, Esq.
Buchanan Ingersoll & Rooney PC
409 N. Second Street, Suite 500
Harrisburg, PA 17101
alan.seltzer@bipc.com
john.povilaitis@bipc.com

Judith D. Cassel, Esq.
Whitney E. Snyder, Esq.
Micah R. Bucy, Esq.
Kathryn C. Read-Fisher, Esq.
HMS Legal LLP
501 Corporate Circle, Suite 302
Harrisburg, PA 17110
jdcassel@hmslegal.com
wesnyder@hmslegal.com
mrbcy@hmslegal.com
kcr@hmslegal.com

Emma H. Bast, Esq.
Jessica R. O'Neill, Esq.
Citizens for Pennsylvania's Future
1429 Walnut St.
Suite 701
Philadelphia, PA 19102
bast@pennfuture.org
oneill@pennfuture.org

Deanne M. O'Dell, Esq.
Eckert Seamans Cherin & Mellott, LLC
213 Market Street, 8th Floor
Harrisburg, PA 17101
dodell@eckertseamans.com

Barry A. Naum, Esq.
Steven W. Lee, Esq.
Spilman Thomas & Battle, PLLC
1100 Bent Creek Boulevard, Suite 101
Mechanicsburg, PA 17050
bnaum@spilmanlaw.com
slee@spilmanlaw.com

Devin McDougall, Esq.
Logan Welde, Esq.
Lauren Otero, Esq.
Earthjustice
1617 John F. Kennedy Blvd., Suite 2020
Philadelphia, PA 19103
dmcDougall@earthjustice.org
lwelde@cleanair.org
lotero@cleanair.org

Susan E. Bruce, Esq.
Rebecca Kimmel, Esq.
McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166
sbruce@mcneeslaw.com
rkimmel@mcneeslaw.com

Michael Zimmerman, Esq.
Environmental Defense Fund
257 Park Ave. S.
New York, NY 10010
mzimmerman@edf.org

Lauren M. Burge, Esq.
Eckert Seamans Cherin & Mellott, LLC
600 Grant Street, 44th Floor
Pittsburgh, PA 15219
lburge@eckertseamans.com

Jamie L. Martines, Esq.
Spilman Thomas & Battle, PLLC
301 Grant Street, Suite 3440
Pittsburgh, PA 15219
jmartines@spilmanlaw.com

Lt. Colonel Carlos S. Ramirez-Vazquez
John J. McNutt, Esq.
U.S. Army Legal Services Agency
Office of The Judge Advocate General
9275 Gunston Road (JALS-ELD)
Fort Belvoir, Virginia 22060
carlos.s.ramirezvazquez.mil@army.mil
john.j.mcnutt.civ@army.mil

Daniel B. Markind, Esq.
Mitchell H. Kizner, Esq.
Flaster Greenberg, PC
1717 Arch Street, Suite 3300
Philadelphia, PA 19103
daniel.markind@flastergreenberg.com
mitchell.kizner@flastergreenberg.com

Renardo L. Hicks, Esq.
Bryce R. Beard, Esq.
Eckert Seamans Cherin & Mellott, LLC
213 Market Street, 8th Floor
Harrisburg, PA 17101
rhicks@eckertseamans.com
bbeard@eckertseamans.com

Eric Joseph Epstein
4100 Hillsdale Road
Harrisburg, PA 17112
epstein@efmr.org

Respectfully Submitted,

PENNSYLVANIA UTILITY LAW PROJECT
Counsel for CAUSE-PA



Ria M. Pereira, Esq., PA ID: 316771
118 Locust Street
Harrisburg, PA 17101
pulp@pautilitylawproject.org

DATE: **March 20, 2026**