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October 1, 2024

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building, 2nd Floor
400 North Street
Harrisburg, PA 17120

**Re: Petition of Duquesne Light Company For Approval of Default Service Plan For The
Period June 1, 2025 Through May 31, 2029
Docket No. P-2024-3048592**

Dear Secretary Chiavetta:

On behalf of Duquesne Light Company (“Duquesne Light” of the “Company”), please find attached for filing the Joint Petition for Approval of Settlement of All Issues (“Settlement”) in the above-referenced proceeding. Accompanying the Settlement are the following appendices:

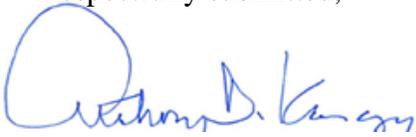
- Appendix A – Pro Forma Retail Tariff
- Appendix B – Pro Forma Supplier Tariff
- Appendix C – Proposed Findings of Fact, Proposed Conclusions of Law, and Proposed Ordering Paragraphs
- Appendix D – Statement in Support of Duquesne Light Company
- Appendix E – Statement in Support of the Office of Consumer Advocate
- Appendix F – Statement in Support of the Office of Small Business Advocate
- Appendix G – Statement in Support of the Coalition for Affordable Utility Service and Energy Efficiency in Pennsylvania

Word versions of each party’s Statement in Support will be forwarded to the Administrative Law Judges by each settling party.

Copies of the Joint Petition for Settlement and its associated appendices will be provided per the Certificate of Service.

Rosemary Chiavetta, Secretary
October 1, 2024
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Respectfully submitted,



Anthony D. Kanagy

ADK/dmc
Attachment

cc: The Honorable Mary D. Long (*via email; w/attachment*)
The Honorable John M. Coogan (*via email; w/attachment*)
Certificate of Service

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served upon the following persons, in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

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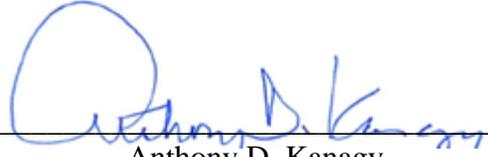
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DATE: October 1, 2024



Anthony D. Kanagy

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of Duquesne Light Company :
for Approval of a Default Service Plan : Docket No. P-2024-3048592
for the Period of June 1, 2025 :
Through May 31, 2029 :

JOINT PETITION FOR APPROVAL OF SETTLEMENT

**TO THE HONORABLE MARY D. LONG AND JOHN M. COOGAN,
ADMINISTRATIVE LAW JUDGES:**

Duquesne Light Company (“Duquesne Light” or the “Company”), the Office of Consumer Advocate (“OCA”), the Office of Small Business Advocate (“OSBA”), and the Coalition for Affordable Utility Service and Energy Efficiency in Pennsylvania (“CAUSE-PA”), hereby file this Joint Petition for Approval of Settlement (“Settlement”) which resolves all issues among the Joint Petitioners. Other parties in this proceeding, including the Retail Energy Supply Association (“RESA”), Calpine Retail Holdings, LLC (“Calpine”) and Constellation New Energy and Constellation Energy Generation LLC (“Constellation”) have indicated that they do not oppose the Settlement. NRG Energy, Inc. (“NRG”) has also indicated that it takes no position on the Settlement. None of the parties in this proceeding oppose the Settlement.

The Joint Petitioners respectfully request that the Honorable Administrative Law Judges Mary D. Long and John M. Coogan (the “ALJs”) recommend and that the Pennsylvania Public Utility Commission (“Commission”) approve all terms and conditions of the Settlement without

modification, including the pro forma tariffs attached as Appendices A (Retail Tariff) and B (Supplier Tariff) hereto.

In support of this Settlement, the Joint Petitioners state as follows:

I. BACKGROUND

1. Duquesne Light is a public utility as that term is defined under Section 102 of the Public Utility Code, 66 Pa. C.S. § 102, certificated by the Commission to provide electric service in the City of Pittsburgh and in Allegheny and Beaver Counties in Pennsylvania. Duquesne Light is also an electric distribution company (“EDC”) and a default service provider (“DSP”) as those terms are defined under Section 2803 of the Public Utility Code. 66 Pa. C.S. § 2803. Duquesne Light provides electric distribution service to approximately 600,000 customers and is currently the DSP for approximately 450,000 of those customers.

2. On April 19, 2024, Duquesne Light filed the above-captioned petition with the Commission requesting approval for a Default Service Plan for the period of June 1, 2025 through May 31, 2029 (“DSP X,” “Default Service Plan,” or “Plan”).

3. On April 29, 2024, OCA filed an Answer to DSP X Petition.

4. On April 30, 2024, the Commission issued a Notice to Be Published, dictating that Formal Protests, Petitions to Intervene, and Answers must be filed in accordance with Title 52 of the Pennsylvania Code on or before May 31, 2024.

5. On May 6, 2024, the Commission issued a Call-In Telephone Prehearing Conference Notice, scheduling a Prehearing Conference in this proceeding for June 7, 2024, at 9:00 a.m.

6. On May 7, 2024, ALJs issued a Prehearing Conference Order, directing the submission of Prehearing Conference Memorandums on or before June 5, 2024, among other things.

7. On May 9, 2024, OSBA filed a Notice of Appearance, Notice of Intervention, Public Statement, and Verification.

8. On May 10, 2024, CAUSE-PA filed a Petition to Intervene and Answer.

9. On May 30, 2024, RESA and NRG filed Petitions to Intervene.

10. On May 31, 2024, Calpine and Constellation filed Petitions to Intervene.

11. A Prehearing Conference was held as scheduled on June 7, 2024. At the Prehearing Conference, the parties agreed to a litigation schedule and discovery rules for the proceeding. In addition, the ALJs granted the Petitions to Intervene that were noted previously.

12. On June 11, 2024, the ALJs issued a Prehearing Order which memorialized the actions taken during the Prehearing Conference.

13. On July 12, 2024, OCA, OSBA, CAUSE-PA and RESA served direct testimony.

14. On August 9, 2024, Duquesne Light, OCA, CAUSE-PA and RESA served rebuttal testimony.

15. On August 22, 2024, OCA, OSBA, CAUSE-PA and RESA served surrebuttal testimony.

16. On August 23, 2024, the parties advised the ALJs that they had reached a settlement in principle that was agreed to or not opposed by all parties.

17. A hearing was held on August 28, 2024. All parties waived cross-examination. At the hearing, parties stipulated to the admission of the previously served testimony and exhibits.

18. In support of this Settlement, the Joint Petitioners state as follows:

II. SETTLEMENT TERMS AND CONDITIONS

19. Duquesne Light's DSP X filing is approved except as modified herein.

A. DSP X PROGRAM TERM

20. The DSP X program term will be the four-year period beginning June 1, 2025 through May 31, 2029.

B. PROCUREMENT ISSUES

21. The Company's proposed procurement plans for Residential & Lighting customers, Small Commercial & Industrial ("C&I") customers, Medium C&I customers under 200 kW, and Hourly Priced Service ("HPS") customers are approved as filed, except that the residential load cap of 50% for wholesale suppliers shall apply on the total supplier portfolio instead of applying on a per auction basis. The Company's procurement plans are set forth in Paragraph 7 – 49 of the DSP X Petition and supporting testimony.

22. The Company's default service cost recovery proposals are approved as filed. See Paragraphs 50 -51 of the DSP X Petition, supporting testimony and tariffs. Consistent with Duquesne Light St. No. 4, p. 24, lines 4-9, the Company will update Exhibit DBO-4 to reflect updated default service costs with actual external legal and consulting service costs to prepare and obtain approval for the DSP X plan as part of the Company's DSP X Compliance filing that will be filed on or about April 2025, prior to the effective date of DSP X (i.e. June 1, 2025).

23. The Company's proposed Supply Master Agreement ("SMA") is approved.

C. EV TOU PILOT

24. The Company's EV TOU Pilot is modified to exclude the EV only option. The EV whole home option is approved as filed. See Paragraphs 52 – 63 of the DSP X Petition and supporting testimony.

D. GREEN TARIFF PILOT

25. The Company's Green Tariff Pilot Program is withdrawn without prejudice. See DSP X Petition Paragraphs 64 – 70 and supporting testimony.

E. SOLAR PPA

26. If the Company is not able to enter into a long-term Solar PPA during the DSP IX period, the Commission's approval of the Solar PPA in the DSP IX proceeding will extend through the DSP X period. See DSP X Petition Paragraphs 71 – 73.

F. STANDARD OFFER PROGRAM ("SOP")

27. The Company's SOP will end as of May 31, 2025 for the DSP X plan period. Customers that are enrolled prior to this date will continue to be supplied under the SOP terms and conditions until the end of their respective contracts. All parties reserve the right to make proposals regarding the SOP in a future default service proceeding.

G. BILL READY BILLING

28. The Company will continue to offer bill ready billing for EGSs.

H. CUSTOMER ASSISTANCE PROGRAM ("CAP")

29. Duquesne Light will amend its CAP rules to prohibit suppliers from charging termination or cancellation fee(s) to CAP applicants who return to default service upon entry into CAP. Duquesne Light will provide notice to all suppliers of this CAP rule, and will remind suppliers of this rule on at least an annual basis.

30. Beginning June 1, 2025, Duquesne Light will modify its CAP application to clearly indicate that CAP customers must be enrolled in default service and that, by applying for CAP, the applicant is affirmatively electing to return to default service if they are currently shopping with an EGS. As of the effective date of this provision, Duquesne Light will return CAP applicants to default service upon enrollment in the program, without further action by the

CAP applicant. Duquesne Light will also amend its CAP information and/or welcome packet provided to new enrollees to indicate that suppliers are not permitted to charge a termination or cancellation fee.

31. Duquesne Light will not be responsible for ensuring EGS compliance with this CAP rule and will not be required to monitor compliance. Customers and/or other appropriate parties retain all rights to file a complaint with the Commission to address potential EGS compliance issues.

32. In order to implement the above provisions, Duquesne Light will add the following language to its Supplier Tariff:

Beginning June 1, 2025, EGSs shall not charge any early termination, cancellation or other add-on fees to customers transitioning to CAP. Duquesne Light will not be responsible for ensuring EGS compliance with this CAP rule and will not be required to monitor compliance. Customers and/or other appropriate parties retain all rights to file a complaint with the Commission to address potential EGS compliance issues.

III. THIS SETTLEMENT IS IN THE PUBLIC INTEREST

33. This Settlement was achieved by the Joint Petitioners after an extensive investigation of Duquesne Light's filing, including extensive informal and formal discovery and the filing of direct, rebuttal, surrebuttal and rejoinder testimony by a number of the Joint Petitioners.

34. Proposed Findings of Fact, Conclusions of Law and Ordering Paragraphs are provided in Appendix C.

35. Statements in Support of the Settlement on behalf of Duquesne Light, OCA, OSBA and CAUSE-PA are provided as Appendices D – G.

IV. CONDITIONS OF SETTLEMENT

36. The Joint Petitioners acknowledge that this Settlement reflects a compromise and does not necessarily reflect any Party's position with respect to any issues raised in this

proceeding. The Joint Petitioners agree that this Settlement shall not constitute or be cited as precedent in any other proceeding, except to the extent required to implement this Settlement.

37. This Settlement is being presented only in the context of this proceeding in an effort to resolve the proceeding in a manner which is fair and reasonable. The Settlement is presented without prejudice to any position which any of the parties may have advanced and without prejudice to the position any of the parties may advance in the future on the merits of the issues in future proceedings except to the extent necessary to effectuate the terms and conditions of the Settlement. This Settlement does not preclude the parties from taking other positions in proceedings of other public utilities.

38. Each term and condition set forth in this Joint Petition, 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.

39. Unless otherwise expressly indicated, the terms and conditions contained in this Settlement shall take effect upon the effective date of the DSP X period.

40. If the ALJs adopt this Settlement without modification in his Recommended Decision, the Joint Petitioners waive their rights to file exceptions as to the issues addressed by the Settlement.

V. CONCLUSION

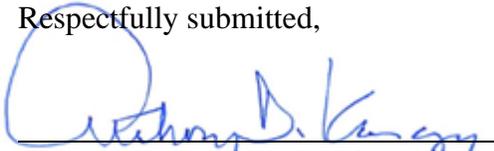
WHEREFORE, the Joint Petitioners, by their respective counsel, respectfully request.

1. That Administrative Law Judges Mary D. Long and John M. Coogan recommend and that the Pennsylvania Public Utility Commission approve this Settlement, including all the terms and modifications thereof, without modification;

2. That the matter be marked closed; and

3. That the Commission issue an Order authorizing Duquesne Light to file the tariffs attached as Appendices A and B hereto to become effective for service on and after June 1, 2025.

Respectfully submitted,



Dated: 10/01/2024

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Dated: _____

*Counsel for the Coalition for Affordable Utility
Service and Energy Efficiency in Pennsylvania*

V. CONCLUSION

WHEREFORE, the Joint Petitioners, by their respective counsel, respectfully request.

1. That Administrative Law Judges Mary D. Long and John M. Coogan recommend and that the Pennsylvania Public Utility Commission approve this Settlement, including all the terms and modifications thereof, without modification;

2. That the matter be marked closed; and

3. That the Commission issue an Order authorizing Duquesne Light to file the tariffs attached as Appendices A and B hereto to become effective for service on and after June 1, 2025.

Respectfully submitted,

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APPENDIX A

RETAIL TARIFF



SCHEDULE OF RATES

For Electric Service in Allegheny and Beaver Counties

(For List of Communities Served, see Pages No. 4 and 5)

Issued By

DUQUESNE LIGHT COMPANY

411 Seventh Avenue

Pittsburgh, PA 15219

Kevin E. Walker

President and Chief Executive Officer

ISSUED: XXXXX X, XXXX

EFFECTIVE: XXXXX X, XXXX

Issued pursuant to the Commission's Order
entered XXXXXXXX XX, XXXX, at Docket No. P-2024-3048592.

NOTICE

**THIS TARIFF SUPPLEMENT MAKES CHANGES TO THE TABLE OF CONTENTS,
EXISTING RIDERS AND THE APPENDIX**

See Page Two

LIST OF MODIFICATIONS MADE BY THIS TARIFF**CHANGES****Table of Contents****Xxxxxx Revised Page No. 3
Cancelling XXXXXXX revised Page No. 3**

List of Modifications – XXXXXXXX Page No. 2X through XXXXXXXX Page No. 2X have been added to Tariff No. 25 in order to accommodate the noted modifications and, therefore, the Table of Contents has been updated to reflect the additional pages.

Table of Contents**Xxxxxxx Revised Page No. 3A
Cancelling XXXXX revised Page No. 3A**

Page No. 98B has been added to Tariff No. 25.

Page No. 99A has been added to Tariff No. 25.

Page No. 105A has been added to Tariff No. 25.

Page No. 105B has been added to Tariff No. 25 and, therefore, to the Table of Contents.

Rider No. 8 – Default Service Supply**Xxxxx Revised Page No. 98
Cancelling XXXXXXX Revised Page No. 98**

Language has been modified to revise the name of the Company's Electric Vehicle Time-of-Use Supply Rate Pilot ("EV-TOU Supply Rate Pilot") program, make updates to the program language, and add the DSP X docket number.

The Default Service Supply Rate – Residential Chart that was previously found at the bottom of Eighth Revised Page No. 98, Cancelling Seventh Revised Page No. 98 has been moved to XXXXX Revised Page No. 98A, Cancelling XXXXX Revised Page No. 98A.

LIST OF MODIFICATIONS MADE BY THIS TARIFF**CHANGES****Rider No. 8 – Default Service Supply****Xxxxx Revised Page No. 98A
Cancelling Xxxxx Revised Page No. 98A**

The Default Service Supply Rate – Residential Chart that was previously found at the bottom of Eighth Revised Page No. 98, Cancelling Seventh Revised Page No. 98 has been moved to Xxxxx Revised Page No. 98A, Cancelling Xxxxx Revised Page No. 98A.

The Default Service Supply Rate Chart has been updated with the DSP X Application Period dates and the Electric Vehicle Time-of-Use Supply Rate Pilot program name revision.

The language regarding the Electric Vehicle Time-of-Use Supply Rate Pilot program time periods for Peak, Super Off-Peak and Off-Peak has been revised and the applicable PJM holidays have been noted.

The Default Service Supply Rate – Small Commercial and Industrial Chart that was previously found on Fifth Revised Page No. 98A, Cancelling Fourth Revised Page No. 98A has been moved to Xxxxxxxx Page No. 98B.

Rider No. 8 – Default Service Supply**Xxxxxxxx Page No. 98B**

The Default Service Supply Rate – Small Commercial and Industrial Chart that was previously found on Fifth Revised Page No. 98A, Cancelling Fourth Revised Page No. 98A has been moved to Xxxxxxxx Page No. 98B.

The Default Service Supply Rate Chart has been updated with the DSP X Application Period dates and the Electric Vehicle Time-of-Use Supply Rate Pilot program name revision.

The language regarding the Electric Vehicle Time-of-Use Supply Rate Pilot program time periods for Peak, Super Off-Peak and Off-Peak has been revised and the applicable PJM holidays have been noted.

Rider No. 8 – Default Service Supply**Xxxxxxxx Revised Page No. 99
Cancelling Xxxxxxxx Revised Page No. 99**

The Default Service Supply Rate Chart has been updated with the DSP X Application Period dates and the Electric Vehicle Time-of-Use Supply Rate Pilot program name revision.

The language regarding the Electric Vehicle Time-of-Use Supply Rate Pilot program time periods for Peak, Super Off-Peak and Off-Peak has been revised and the applicable PJM holidays have been noted.

The Default Service Supply Rate – Lighting Chart that was previously found at the bottom of Seventeenth Revised Page No. 99, Cancelling Sixteenth Revised Page No. 99 has been moved to Xxxxxxxx Page No. 99A.

LIST OF MODIFICATIONS MADE BY THIS TARIFF**CHANGES****Rider No. 8 – Default Service Supply****XXXXXXXXX Page No. 99A**

The Default Service Supply Rate – Lighting Chart that was previously found at the bottom of Seventeenth Revised Page No. 99, Cancelling Sixteenth Revised Page No. 99 has been moved to the top of XXXXXXXX Page No. 99A.

The Default Service Supply Rate Chart has been updated with the DSP X Application Period dates.

Rider No. 8 – Default Service Supply**XXXXXX Revised Page No. 100
Cancelling XXXXXXXX Revised Page No. 100****XXXXXX Revised Page No. 101
Cancelling XXXXXXXX Revised Page No. 101**

The Default Service Supply Rate Charts have been updated with the DSP X Application Period dates.

Rider No. 8 – Default Service Supply**XXXXX Revised Page No. 102
Cancelling XXXXXXXX Revised Page No. 102**

Language has been modified to reflect current business practice.

Rider No. 8 – Default Service Supply**XXXXX Revised Page No. 103
Cancelling XXXXXXXX Revised Page No. 103**

Language has been modified to reflect current business practice.

The docket number has been revised in the Contingency Plan section and in the Calculation of Rate section to reflect the DSP X filing.

Rider No. 8 – Default Service Supply**XXXXX Revised Page No. 104
Cancelling XXXXXXXX Revised Page No. 104**

The Rate Factor Chart has been updated with the DSP X Application Period dates.

Language previously located at the bottom of Third Revised Page No. 104, Cancelling Second Revised Page No. 104 has been moved to XXXXX Revised Page No. 104A, Cancelling XXXXXXXX Revised Page No. 104A.

LIST OF MODIFICATIONS MADE BY THIS TARIFF**CHANGES****Rider No. 8 – Default Service Supply****Xxxxx Revised Page No. 104A
Cancelling Xxxxxx Revised Page No. 104A**

Language has been modified to revise the name of the Company’s Electric Vehicle Time-of-Use Supply Rate Pilot (“EV-TOU Supply Rate Pilot”) program.

Language regarding the Electric Vehicle Time-of-Use Supply Rate Pilot program time periods for Peak, Super Off-Peak and Off-Peak has been revised.

A formula definition and the EV-TOU Supply Rate Factors Chart that was previously located at the bottom of Second Revised Page No. 104A, Cancelling First Revised Page No. 104A has been moved to the top of Xxxxxx Revised Page No. 105, Cancelling Xxxxx Revised Page No. 105.

Rider No. 8 – Default Service Supply**Xxxxxx Revised Page No. 105
Cancelling Xxxxx Revised Page No. 105**

A formula definition and the EV-TOU Supply Rate Factors Chart that was previously located at the bottom of Second Revised Page No. 104A, Cancelling First Revised Page No. 104A has been moved to the top of Xxxxxx Revised Page No. 105, Cancelling Xxxxx Revised Page No. 105.

The docket number has been revised in the Calculation of Rate section to reflect the DSP X filing.

The EV-TOU Supply Rate Factors Chart has been updated with the DSP X Application Period dates and the Electric Vehicle Time-of-Use Supply Rate Pilot Rate Factors revision.

Language has been modified to reflect the revision to the program name.

Language that was previously located at the bottom of First Revised Page No. 105, Cancelling Original Page No. 105 has been moved to Xxxxxxxx Page No. 105B.

LIST OF MODIFICATIONS MADE BY THIS TARIFF**CHANGES****Rider No. 8 – Default Service Supply****XXXXXXXXX Revised Page No. 105B**

Language that was previously located at the bottom of First Revised Page No. 105, Cancelling Original Page No. 105 has been moved to XXXXXXXX Page No. 105B.

Rider No. 9 – Day-Ahead Hourly Price Service**XXXXXXX Revised Page No. 108
Cancelling XXXXX Revised Page No. 108**

The Fixed Retail Administrative Charge (“FRA”) Chart has been updated with the DSP X Application Period dates.

The docket number has been revised in the Monthly Charges section, Fixed Retail Administrative Charge, to reflect the DSP X filing.

Rider No. 9 – Day-Ahead Hourly Price Service**XXXXX Revised Page No. 111
Cancelling XXXXXXXX Page No. 111**

Language has been modified to reflect current business practice.

Rider No. 21 – Net Metering Service**XXXXXX Revised Page No. 135
Cancelling XXXXX Revised Page No. 135****XXXXXX Revised Page No. 136
Cancelling XXXXX Revised Page No. 136**

Language has been modified to revise the name of the Company’s Electric Vehicle Time-of-Use Supply Rate Pilot (“EV-TOU Supply Rate Pilot”) program.

Appendix A – Transmission Service Charges**XXXXX Revised Page No. 145
Cancelling XXXXXXXX Page No. 145**

Language has been modified to reflect current business practice.

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STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 8 – DEFAULT SERVICE SUPPLY

(Applicable to Rate Schedules RS, RH, RA, GS/GM, GMH, AL, SE, SM, SH, UMS and PAL)

Default Service Supply (“DSS”) provides residential, commercial, industrial and lighting customers on the applicable rate schedules with a default service supply rate that is determined based on competitive auctions to acquire the energy to serve the load of customers taking service under the provisions of this Rider. Small and medium commercial and industrial customers are defined in Rate Schedules GS/GM and GMH. For purposes of this rider, medium customers are those customers with a monthly metered demand that is at least 25 kW and less than 200 kW, on average, in a twelve (12) month period. For purposes of assigning customers not being served by an Electric Generation Supplier (“EGS”) to the applicable supply rate, Duquesne Light shall evaluate the customer’s twelve (12) most recent months of monthly billing demand for that customer available in October of the preceding year. If the customer’s average monthly billing demand is less than 25 kW in the twelve (12) months, then that customer shall be assigned to the supply rate for small commercial and industrial customers effective with their January billing. If the customer’s average monthly demand is greater than or equal to 25 kW but less than 200 kW in the twelve (12) month period, then that customer shall be assigned to the supply rate for medium commercial and industrial customers effective with their January billing.

Eligible customers may elect to enroll in the Company’s Electric Vehicle Time-of-Use Supply Rate Pilot (“EV TOU Supply Rate Pilot”). The EV TOU Supply Rate Pilot is available to customers that (i) are served under Rate Schedules RS, RH, RA, GS/GM, or GMH and have an account in good standing, signifying that the account is active, does not have a past due balance or an outstanding payment arrangement at the time of enrollment, and has demonstrated a timely payment history; (ii) own or lease a highway-capable plug-in battery electric vehicle or plug-in hybrid electric vehicle registered to the service address, or operate electric vehicle charging facilities at the service location; (iii) are not enrolled in the Company’s Customer Assistance Program, budget billing, virtual meter aggregation, Rider No. 7 – Residential Managed Charging Pilot, or Rider No. 23 – Behavioral Load Management Pilot; (iv) have not de-enrolled from the EV TOU Supply Rate Pilot for any reason, within the last twelve (12) months; and (v) comply with any other applicable EV TOU Supply Rate Pilot rules established at Docket No. P-2020-3019522, Docket No. P-2024-3048592, or subsequent proceeding. (C)

The EV TOU Supply Rate, also known as the WholeHome EV TOU Supply Rate, will apply to all the electricity used at the premises. (C)

(C)

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 8 – DEFAULT SERVICE SUPPLY

(Applicable to Rate Schedules RS, RH, RA, GS/GM, GMH, AL, SE, SM, SH, UMS and PAL)

DEFAULT SERVICE SUPPLY RATE

(C)

Residential

(Rate Schedules RS, RH and RA)

Application Period	Supply Charge - ¢/kWh	Electric Vehicle Time-of-Use ⁽¹⁾ Supply Rate Pilot		
		Supply Charge - ¢/kWh		
		Peak	Off-Peak	Super Off-Peak
June 1, 2025, through November 30, 2025	X.XXXX	X.XXXX	X.XXXX	X.XXXX
December 1, 2025, through May 31, 2026	X.XXXX	X.XXXX	X.XXXX	X.XXXX
June 1, 2026, through November 30, 2026	X.XXXX	X.XXXX	X.XXXX	X.XXXX
December 1, 2026, through May 31, 2027	X.XXXX	X.XXXX	X.XXXX	X.XXXX
June 1, 2027, through November 30, 2027	X.XXXX	X.XXXX	X.XXXX	X.XXXX
December 1, 2027, through May 31, 2028	X.XXXX	X.XXXX	X.XXXX	X.XXXX
June 1, 2028, through November 30, 2028	X.XXXX	X.XXXX	X.XXXX	X.XXXX
December 1, 2028, through May 31, 2029	X.XXXX	X.XXXX	X.XXXX	X.XXXX

(C)

⁽¹⁾ Peak Hours are 3:00 PM to 9:00 PM, Monday through Friday, excluding noted PJM holidays.

Super Off-Peak Hours are 11:00 PM to 6:00 AM daily, including noted PJM holidays.

All other hours are considered Off-Peak.

PJM Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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STANDARD CONTRACT RIDERS - (Continued)

(C)

RIDER NO. 8 – DEFAULT SERVICE SUPPLY - (Continued)

(C)

(Applicable to Rate Schedules RS, RH, RA, GS/GM, GMH, AL, SE, SM, SH, UMS and PAL)

DEFAULT SERVICE SUPPLY RATE - (Continued)

Small Commercial and Industrial customers with monthly metered demand less than 25 kW.

(Rate Schedules GS/GM and GMH and Rate Schedule UMS⁽¹⁾)

Application Period	Supply Charge - ¢/kWh	Rate Schedules GS/GM and GMH Electric Vehicle Time-of-Use ⁽²⁾ Supply Rate Pilot		
		Supply Charge - ¢/kWh		
		Peak	Off-Peak	Super Off-Peak
June 1, 2025, through November 30, 2025	X.XXXX	X.XXXX	X.XXXX	X.XXXX
December 1, 2025, through May 31, 2026	X.XXXX	X.XXXX	X.XXXX	X.XXXX
June 1, 2026, through November 30, 2026	X.XXXX	X.XXXX	X.XXXX	X.XXXX
December 1, 2026, through May 31, 2027	X.XXXX	X.XXXX	X.XXXX	X.XXXX
June 1, 2027, through November 30, 2027	X.XXXX	X.XXXX	X.XXXX	X.XXXX
December 1, 2027, through May 31, 2028	X.XXXX	X.XXXX	X.XXXX	X.XXXX
June 1, 2028, through November 30, 2028	X.XXXX	X.XXXX	X.XXXX	X.XXXX
December 1, 2028, through May 31, 2029	X.XXXX	X.XXXX	X.XXXX	X.XXXX

(C)

⁽¹⁾ Rate Schedule UMS is not eligible for the Electric Vehicle Time-of-Use Pilot Program.

⁽²⁾ Peak Hours are 3:00 PM to 9:00 PM, Monday through Friday, excluding noted PJM holidays.

Super Off-Peak Hours are 11:00 PM to 6:00 AM daily, including noted PJM holidays.

All other hours are considered Off-Peak.

PJM Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 8 – DEFAULT SERVICE SUPPLY – (Continued)

(Applicable to Rate Schedules RS, RH, RA, GS/GM, GMH, AL, SE, SM, SH, UMS and PAL)

DEFAULT SERVICE SUPPLY RATE – (Continued)

Medium Commercial and Industrial customers with monthly metered demand equal to or greater than 25 kW and less than 200 kW.

(Rate Schedules GS/GM and GMH)

Application Period	Supply Charge - ¢/kWh	Electric Vehicle Time-of-Use Supply Rate Pilot ⁽¹⁾		
		Supply Charge - ¢/kWh		
		Peak	Off-Peak	Super Off-Peak
June 1, 2025, through August 31, 2025	X.XXXX	X.XXXX	X.XXXX	X.XXXX
September 1, 2025, through November 30, 2025	X.XXXX	X.XXXX	X.XXXX	X.XXXX
December 1, 2025, through February 28, 2026	X.XXXX	X.XXXX	X.XXXX	X.XXXX
March 1, 2026, through May 31, 2026	X.XXXX	X.XXXX	X.XXXX	X.XXXX
June 1, 2026, through August 31, 2026	X.XXXX	X.XXXX	X.XXXX	X.XXXX
September 1, 2026, through November 30, 2026	X.XXXX	X.XXXX	X.XXXX	X.XXXX
December 1, 2026, through February 28, 2027	X.XXXX	X.XXXX	X.XXXX	X.XXXX
March 1, 2027, through May 31, 2027	X.XXXX	X.XXXX	X.XXXX	X.XXXX
June 1, 2027, through August 31, 2027	X.XXXX	X.XXXX	X.XXXX	X.XXXX
September 1, 2027, through November 30, 2027	X.XXXX	X.XXXX	X.XXXX	X.XXXX
December 1, 2027, through February 29, 2028	X.XXXX	X.XXXX	X.XXXX	X.XXXX
March 1, 2028, through May 31, 2028	X.XXXX	X.XXXX	X.XXXX	X.XXXX
June 1, 2028, through August 31, 2028	X.XXXX	X.XXXX	X.XXXX	X.XXXX
September 1, 2028, through November 30, 2028	X.XXXX	X.XXXX	X.XXXX	X.XXXX
December 1, 2028, through February 28, 2029	X.XXXX	X.XXXX	X.XXXX	X.XXXX
March 1, 2029, through May 31, 2029	X.XXXX	X.XXXX	X.XXXX	X.XXXX

⁽¹⁾ Peak Hours are 3:00 PM to 9:00 PM, Monday through Friday, excluding noted PJM holidays.
 Super Off-Peak Hours are 11:00 PM to 6:00 AM daily, including noted PJM holidays.
 All other hours are considered Off-Peak.
 PJM Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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(C) – Indicates Change

STANDARD CONTRACT RIDERS - (Continued)

(C)

RIDER NO. 8 – DEFAULT SERVICE SUPPLY – (Continued)

(Applicable to Rate Schedules RS, RH, RA, GS/GM, GMH, AL, SE, SM, SH, UMS and PAL)

DEFAULT SERVICE SUPPLY RATE – (Continued)

Lighting

(Rate Schedules AL and SE)

<u>Application Period</u>	<u>Supply Charge - ¢/kWh</u>
June 1, 2025, through November 30, 2025	X.XXXX
December 1, 2025, through May 31, 2026	X.XXXX
June 1, 2026, through November 30, 2026	X.XXXX
December 1, 2026, through May 31, 2027	X.XXXX
June 1, 2027, through November 30, 2027	X.XXXX
December 1, 2027, through May 31, 2028	X.XXXX
June 1, 2028, through November 30, 2028	X.XXXX
December 1, 2028, through May 31, 2029	X.XXXX

(C)

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 8 – DEFAULT SERVICE SUPPLY – (Continued)

(Applicable to Rate Schedules RS, RH, RA, GS/GM, GMH, AL, SE, SM, SH, UMS and PAL)

DEFAULT SERVICE SUPPLY RATE – (Continued)

Lighting

(Rate Schedules SM, SH and PAL)

Lamp wattage as available on applicable rate schedule.

Wattage	Nominal kWh Energy Usage per Unit per Month	Application Period			
		06/01/2025 through 11/30/2025	12/01/2025 through 05/31/2026	06/01/2026 through 11/30/2026	12/01/2026 through 05/31/2027
Supply Charge ¢ per kWh		X.XXXX	X.XXXX	X.XXXX	X.XXXX
Fixture Charge — \$ per Month					
Mercury Vapor					
100	44	X.XXXX	X.XXXX	X.XXXX	X.XXXX
175	74	X.XXXX	X.XXXX	X.XXXX	X.XXXX
250	102	X.XXXX	X.XXXX	X.XXXX	X.XXXX
400	161	X.XXXX	X.XXXX	X.XXXX	X.XXXX
1000	386	X.XXXX	X.XXXX	X.XXXX	X.XXXX
High Pressure Sodium					
70	29	X.XXXX	X.XXXX	X.XXXX	X.XXXX
100	50	X.XXXX	X.XXXX	X.XXXX	X.XXXX
150	71	X.XXXX	X.XXXX	X.XXXX	X.XXXX
200	95	X.XXXX	X.XXXX	X.XXXX	X.XXXX
250	110	X.XXXX	X.XXXX	X.XXXX	X.XXXX
400	170	X.XXXX	X.XXXX	X.XXXX	X.XXXX
1000	387	X.XXXX	X.XXXX	X.XXXX	X.XXXX
Flood Lighting - Unmetered					
70	29	X.XXXX	X.XXXX	X.XXXX	X.XXXX
100	46	X.XXXX	X.XXXX	X.XXXX	X.XXXX
150	67	X.XXXX	X.XXXX	X.XXXX	X.XXXX
250	100	X.XXXX	X.XXXX	X.XXXX	X.XXXX
400	155	X.XXXX	X.XXXX	X.XXXX	X.XXXX
Light-Emitting Diode (LED) – Cobra Head					
30	11	X.XXXX	X.XXXX	X.XXXX	X.XXXX
45	16	X.XXXX	X.XXXX	X.XXXX	X.XXXX
60	21	X.XXXX	X.XXXX	X.XXXX	X.XXXX
95	34	X.XXXX	X.XXXX	X.XXXX	X.XXXX
139	49	X.XXXX	X.XXXX	X.XXXX	X.XXXX
219	77	X.XXXX	X.XXXX	X.XXXX	X.XXXX
		X.XXXX	X.XXXX	X.XXXX	X.XXXX
Light-Emitting Diode (LED) – Colonial					
20	7	X.XXXX	X.XXXX	X.XXXX	X.XXXX
45	16	X.XXXX	X.XXXX	X.XXXX	X.XXXX
Light-Emitting Diode (LED) – Contemporary					
40	14	X.XXXX	X.XXXX	X.XXXX	X.XXXX
55	20	X.XXXX	X.XXXX	X.XXXX	X.XXXX

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(C) – Indicates Change

ISSUED: XXXXX X, XXXX

EFFECTIVE: XXXX X, XXXX

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 8 – DEFAULT SERVICE SUPPLY – (Continued)

(Applicable to Rate Schedules RS, RH, RA, GS/GM, GMH, AL, SE, SM, SH, UMS and PAL)

DEFAULT SERVICE SUPPLY RATE – (Continued)

Lighting — (Continued)

(Rate Schedules SM, SH and PAL)

Lamp wattage as available on applicable rate schedule.

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Wattage	Nominal kWh Energy Usage per Unit per Month	Application Period			
		06/01/2027 through 11/30/2027	12/01/2027 through 05/31/2028	06/01/2028 through 11/30/2028	12/01/2028 through 05/31/2029
Supply Charge ¢ per kWh		X.XXXX	X.XXXX	X.XXXX	X.XXXX
Fixture Charge — \$ per Month					
Mercury Vapor					
100	44	X.XX	X.XX	X.XX	X.XX
175	74	X.XX	X.XX	X.XX	X.XX
250	102	X.XX	X.XX	X.XX	X.XX
400	161	X.XX	X.XX	X.XX	X.XX
1000	386	X.XX	X.XX	X.XX	X.XX
High Pressure Sodium					
70	29	X.XX	X.XX	X.XX	X.XX
100	50	X.XX	X.XX	X.XX	X.XX
150	71	X.XX	X.XX	X.XX	X.XX
200	95	X.XX	X.XX	X.XX	X.XX
250	110	X.XX	X.XX	X.XX	X.XX
400	170	X.XX	X.XX	X.XX	X.XX
1000	387	X.XX	X.XX	X.XX	X.XX
Flood Lighting - Unmetered					
70	29	X.XX	X.XX	X.XX	X.XX
100	46	X.XX	X.XX	X.XX	X.XX
150	67	X.XX	X.XX	X.XX	X.XX
250	100	X.XX	X.XX	X.XX	X.XX
400	155	X.XX	X.XX	X.XX	X.XX
Light-Emitting Diode (LED) – Cobra Head					
30	11	X.XX	X.XX	X.XX	X.XX
45	16	X.XX	X.XX	X.XX	X.XX
60	21	X.XX	X.XX	X.XX	X.XX
95	34	X.XX	X.XX	X.XX	X.XX
139	49	X.XX	X.XX	X.XX	X.XX
219	77	X.XX	X.XX	X.XX	X.XX
Light-Emitting Diode (LED) – Colonial					
20	7	X.XX	X.XX	X.XX	X.XX
45	16	X.XX	X.XX	X.XX	X.XX
Light-Emitting Diode (LED) – Contemporary					
40	14	X.XX	X.XX	X.XX	X.XX
55	20	X.XX	X.XX	X.XX	X.XX

(C) – Indicates Change

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 8 – DEFAULT SERVICE SUPPLY – (Continued)

(Applicable to Rate Schedules RS, RH, RA, GS/GM, GMH, AL, SE, SM, SH, UMS and PAL)

DEFAULT SERVICE SUPPLY RATE – (Continued)

The Company will provide default service supply under this Rider by obtaining the requirements from suppliers through competitive procurements using a competitive auction process. The charges for DSS calculated based on the results of the competitive auction process for service under this Rider will be effective as defined above.

DSS obtained through the competitive auction process includes energy, capacity, transmission and distribution line losses, congestion and congestion management costs, all or some of the Alternative Energy Credits (“AECs”), ancillary services, PJM grid management charges and other such services or products that are required to provide default service to the Company’s customers including Auction Revenue Rights and Financial Transmission Rights (“ARRs/FTRs”). The Company may purchase and provide for a portion of its AEC solar requirements associated with the default service load. The AECs provided by the Company for the applicable procurement group(s) will reduce the obligation of the suppliers in the competitive auction. DSS shall not include transmission service within Duquesne’s zone. Duquesne will be responsible for and continue to provide network integration transmission service. The applicable charges for transmission service are defined in Appendix A of this Tariff.

Service under this Rider No. 8 – Default Service Supply shall commence in accordance with the switching protocols in Rule No. 45.1.

PROCUREMENT PROCESS

The Company will conduct separate competitive auction solicitations for DSS for each customer procurement group under this Rider. The customer procurement groups for the competitive auction solicitations are defined as residential and lighting, small commercial and industrial and medium commercial and industrial. The small commercial and industrial group includes those customers with monthly metered demand less than 25 kW. The medium commercial and industrial group includes those customers with monthly metered demand equal to or greater than 25 kW and less than 200 kW. The competitive auction process will be bid separately to ensure that there is no cross subsidization.

The Company will update the rates for the DSS according to the schedule in the above tables. The Company will issue competitive auctions prior to the beginning of each Application Period to update the default service supply rates. The updated rates will be based on the new price(s) available from the winning suppliers through the competitive auction process and the cost for Company solar contracts, if any, for the applicable procurement group(s). The rates will include a reconciliation adjustment as described in the “Calculation of Rate” section of this Rider. The Company will file new DSS rates with the Pennsylvania Public Utility Commission (“Commission”) no less than sixty (60) days prior to the start of the next Application Period, and, upon Commission approval, these rates shall become effective.

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The load of the customer procurement group for the competitive auction will be divided into Tranches. Winning suppliers will provide DSS for the percentage of DSS load corresponding to the number of Tranches won in the competitive auction. Duquesne seeks to procure all Tranches in the competitive auction process pursuant to the competitive auction schedule approved by the Commission.

The selection of bids will be submitted to the Commission for its approval or rejection within one business day after submittal. If the bids are not acted on by the Commission within one business day, the Company may proceed on the basis that they are approved and award the bids pursuant to 52 Pa. Code § 54.188(d).

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 8 – DEFAULT SERVICE SUPPLY – (Continued)

(Applicable to Rate Schedules RS, RH, RA, GS/GM, GMH, AL, SE, SM, SH, UMS and PAL)

CONTINGENCY PLAN

In the event Duquesne receives bids for less than all Tranches or the Commission does not approve all or some of the submitted bids or in the event of supplier default, the Company will execute its Contingency Plan as approved in the Supply Master Agreement (“SMA”) at Docket No. P-2024-3048592. Duquesne will submit its Contingency Plan to the Commission within fifteen (15) days after execution of the Plan. All costs associated with implementing the Contingency Plan will be included as part of the DSS described in the section below, “Calculation of Rate.”

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CALCULATION OF RATE

DSS rates shall be determined based on the formula described in this section. The DSS shall be filed with the Commission no less than sixty (60) days prior to the start of the next Application Period as defined under the Default Service Supply Rate section of this Rider. Rates are reconciled on a semi-annual basis in accordance with the Default Service Supply Rate section of this Rider. The rates shall include an adjustment to reconcile revenue and expense for each Application Period. The DSS shall be determined to the nearest one-thousandth of one (1) mill per kilowatt-hour in accordance with the formula set forth below and shall be applied to all kilowatt-hours billed for default service provided during the billing month:

$$DSS = [(CA + (SLR + DSS_a + E)/S_a) * F + DSS_b/S_b] * [1/(1 - T)]$$

(C)

Where:

- DSS** = Default Service Supply rate, converted to cents per kilowatt-hour, to be applied to each kilowatt-hour supplied to customers taking default service from the Company under this Rider.
- CA** = The weighted average of the winning bids received in a competitive auction for each customer class identified above and described in the “Default Service Supply Rate” section and adjusted for customer class transmission and distribution line losses. The competitive auction shall be conducted as described in “Procurement Process.”
- DSS_a** = The total estimated direct and indirect costs incurred by the Company to acquire DSS from any source on behalf of customers described above in the “Procurement Process.” The Application Period shall be for each period over which the DSS, as computed, will apply. Projections of the Company’s costs to acquire default supply for the Application Period shall include all direct and indirect costs of generation supply to be acquired by the Company from any source plus any associated default service supply-related procurement and administration costs. Default service supply-related costs shall include the cost of preparing the company’s default service plan filing and working capital costs associated with default service supply. The Company will recover these costs over the default service plan period as defined in the Commission’s order at Docket No. P-2024-3048592.

(C)

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 8 – DEFAULT SERVICE SUPPLY – (Continued)

(Applicable to Rate Schedules RS, RH, RA, GS/GM, GMH, AL, SE, SM, SH, UMS and PAL)

CALCULATION OF RATE – (Continued)

- DSS_b** = Company costs may also include the expenses to support time-of-use (“TOU”) programs offered by the Company. Time-of-use expenses will be assigned to the applicable customer class for recovery through this Rider.

- SLR** = The costs associated with any Commission-approved solar contracts and its administration will be recovered from the customers in the applicable procurement group(s) that have received an allocation of the AECs associated with the solar contracts. The proceeds of any solar energy, capacity, ancillary services and solar AECs that are acquired and in excess of those allocated to default service suppliers, and sold into the market, will be netted against solar contract costs.

- E** = Experienced net over or under collection for each customer procurement group based on the revenue and expense for the six (6) month period ending one-hundred twenty (120) days prior to the end of Application Period. The DSS rate effective June 1 shall include reconciliation of revenue and expense for the six (6) month period August through January and the DSS rate effective December 1 shall include reconciliation of revenue and expense for the six (6) month period February through July. The Company recovers the net-metered excess generation cost as an expense in the respective default service class over/under collection within the Company’s 1307(e) reconciliation. Interest shall be computed monthly at the rate provided for in 52 Pa. Code §54.190, from the month the over collection or under collection occurs to the effective month that the over collection is refunded or the under collection is recouped. (C)
(C)
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- S_a** = The Company’s default service retail kWh sales to customers in the applicable Customer Class, projected for the Application Period. (C)

- S_b** = The Company’s default service retail kWh sales to customers in the applicable EV TOU Customer Class, projected for the Application Period. (C)

- F** = Rate Factor only for the residential and lighting customer groups, updated annually when DSS rates are updated, to become effective June 1st of each year. The Rate Factor shall be 1.0 for all other customer groups. DSS for residential and lighting customer groups will be obtained in the same competitive auction. The Rate Factor adjustment reflects the load shape of the residential and lighting classes. The Rate Factor will be as follows for each Application Period.

Application Period	Residential	Lighting
June 1, 2025, through May 31, 2026	X.XXXX	X.XXXX
June 1, 2026, through May 31, 2027	X.XXXX	X.XXXX
June 1, 2027, through May 31, 2028	X.XXXX	X.XXXX
June 1, 2028, through May 31, 2029	X.XXXX	X.XXXX

(C)

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(C) – Indicates Change

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 8 – DEFAULT SERVICE SUPPLY – (Continued)

(Applicable to Rate Schedules RS, RH, RA, GS/GM, GMH, AL, SE, SM, SH, UMS and PAL)

CALCULATION OF RATE – (Continued)

(C)

T = The Pennsylvania gross receipts tax rate in effect during the billing month, expressed in decimal form.

The rate shall become effective for default supply service rendered on and after the beginning of the Application Period unless otherwise ordered by the Commission and shall remain in effect for the effective periods defined above, unless revised on an interim basis subject to the approval of the Commission. Pursuant to 52 Pa. Code §69.1809(c), upon determination that the DSS, if left unchanged, would result in a material over or under collection of supply-related costs incurred or expected to be incurred during the effective period, the Company may file with the Commission for an interim revision of the DSS to become effective thirty (30) days from the date of filing, unless otherwise ordered by the Commission.

CALCULATION OF RATE

(C)

ELECTRIC VEHICLE TIME-OF-USE SUPPLY RATE PILOT (“EV TOU SUPPLY RATE PILOT”)

(C)

The Electric Vehicle Time-of-Use Supply Rate Pilot (“EV TOU Supply”) rates shall be supplied via the same fixed price, full requirements (“FPFR”) products that provide default service supply for the applicable customer class. The EV TOU Supply rates will be distinguished by three time periods throughout the year. The Super Off-Peak Period will consist of all hours every day from 11:00 PM through 6:00 AM, including weekends and noted PJM holidays. The Peak Period will consist of all hours from 3:00 PM through 9:00 PM, Monday through Friday, excluding noted PJM holidays. All other hours will be included in the Off-Peak Period. The same Peak, Off-Peak, and Super Off-Peak Periods will be applicable to all eligible EV TOU Supply customers.

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The EV TOU rates shall be filed with the Commission no less than sixty (60) days prior to the start of the next Application Period as defined under the Default Service Supply Rate section of this Rider. Rates are reconciled on a semi-annual basis in accordance with the Default Service Supply Rate section of this Rider. The rates shall include an adjustment to reconcile revenue and expense for each Application Period. The EV TOU Supply Rate rates shall be determined to the nearest one-thousandth of one (1) mill per kilowatt-hour and shall be applied to all kilowatt-hours billed for EV TOU Supply Rate rates provided during the billing month.

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During the pilot, the EV TOU Supply rates will apply to all load associated with the applicable meter.

(C)
(C)

$$DSS = [(CA + (SLR + DSS_a + E)/S_a) * F * TOUF + DSS_b/S_b] * [1/(1 - T)]$$

(C)

Where:

DSS = Default Service Supply rate as defined above, with the addition of the EV-TOU Rate Factors.

(C)

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 8 – DEFAULT SERVICE SUPPLY – (Continued)

(Applicable to Rate Schedules RS, RH, RA, GS/GM, GMH, AL, SE, SM, SH, UMS and PAL)

CALCULATION OF RATE

(C)

ELECTRIC VEHICLE TIME-OF-USE SUPPLY RATE PILOT (“EV TOU SUPPLY RATE PILOT”) – (Continued)

(C)

(C)

TOUF = EV TOU Rate Factors (as defined below), updated annually when DSS rates are updated, to become effective June 1st of each year, will be utilized to derive the Peak, Off-Peak, and Super Off-Peak rates for the customer class based on its respective energy consumption patterns and capacity requirements, as approved in the Company’s most recent DSP proceeding at Docket No. P-2024-3048592.

(C)

Electric Vehicle Time-of-Use Supply Rate Factors									
Application Period	Residential RS, RH, RA			Small C&I ⁽¹⁾ GS, GM<25, GMH<25			Medium C&I GM & GMH ≥ 25kW < 200 kW		
	PK ⁽²⁾	OFF ⁽³⁾	SUP ⁽⁴⁾	PK ⁽²⁾	OFF ⁽³⁾	SUP ⁽⁴⁾	PK ⁽²⁾	OFF ⁽³⁾	SUP ⁽⁴⁾
June 1, 2025, through May 31, 2026	X.XX	X.XX	X.XX	X.XX	X.XX	X.XX	X.XX	X.XX	X.XX
June 1, 2026, through May 31, 2027	X.XX	X.XX	X.XX	X.XX	X.XX	X.XX	X.XX	X.XX	X.XX
June 1, 2027, through May 31, 2028	X.XX	X.XX	X.XX	X.XX	X.XX	X.XX	X.XX	X.XX	X.XX
June 1, 2028, through May 31, 2029	X.XX	X.XX	X.XX	X.XX	X.XX	X.XX	X.XX	X.XX	X.XX

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⁽¹⁾Rate Schedule UMS is not eligible for the Electric Vehicle Time-of-Use Supply Rate.

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⁽²⁾Denotes Peak

⁽³⁾Denotes Off-Peak

⁽⁴⁾Denotes Super Off-Peak

ANNUAL RECONCILIATION

The Company will file with the Commission an annual reconciliation statement of the revenues, expenses and resulting over and under recovery for the twelve (12) months beginning February 1 and ending January 31 of the following year, in accordance with 66 Pa. C.S. § 1307(e), by March 1 for each service class. An annual reconciliation statement shall be prepared separately for the Residential, Small Commercial & Industrial and Medium Commercial & Industrial customer classes.

The standard DSS rate and EV TOU Supply rate over/under collections will be calculated in total for each procurement class.

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(C) – Indicates Change

ISSUED: XXXXX X, XXXX

EFFECTIVE: XXXX X, XXXX

STANDARD CONTRACT RIDERS - (Continued)

(C)

RIDER NO. 8 – DEFAULT SERVICE SUPPLY – (Continued)

(Applicable to Rate Schedules RS, RH, RA, GS/GM, GMH, AL, SE, SM, SH, UMS and PAL)

(C)

MISCELLANEOUS

Minimum bills shall not be reduced by reason of the DSS. DSS charges shall not be a part of the monthly rate schedule minimum nor be subject to any credits or discounts.

Application of the DSS shall be subject to continuous review and audit by the Commission at intervals it shall determine.

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 9 – DAY-AHEAD HOURLY PRICE SERVICE – (Continued)

(Applicable to Rates GS/GM, GMH, GL, GLH, L and HVPS and Generating Station Service)

MONTHLY CHARGES – (Continued)

PJM Ancillary Service Charges and Other PJM Charges – (Continued)

PJM_S= PJM Surcharge is a pass-through of the charges incurred by the Company for grid management and administrative costs associated with membership and operation in PJM. These are the charges incurred by the Company under PJM Schedules 9 and 10 to provide hourly price service.

R_D = Reactive supply service charge in \$/MW-day to serve the customer’s load as calculated under the PJM Tariff Schedule 2.

B_D = Black start service charge in \$/MW-day to serve the customer’s load as calculated under the PJM Tariff Schedule 6A.

Fixed Retail Administrative Charge

FRA = The Fixed Retail Administrative Charge in \$ per MWH. The Fixed Retail Administrative Charge consists of the sum of administrative charges for the suppliers providing hourly price service (as determined by a competitive solicitation process) and for the Company to obtain supply and administer this service. Default service supply-related costs shall include the cost of preparing the company’s default service plan filing and working capital costs associated with default service supply. The Company will recover these costs over the default service plan period as defined in the Commission’s order at Docket No. P-2024-3048592.

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The supplier charges shall be based on the winning bids in the Company’s most recent solicitation for supply of hourly price default service.

The Company’s administrative charges shall be based on an amortization of the costs incurred by the Company to acquire generation supply from any source for the Medium (≥ 200 kW) Customer Class and Large C&I Customer Class during the most recent twelve-month (12-month) period ended May 31st (as determined by amortizing such costs over a 12-month period) plus the amortization of the cost of administering the hourly price service over the duration of the default service plan, including any unbundled costs of preparing the Company’s default service plan filing and working capital costs associated with default service supply.

This charge shall also include the Company’s costs associated with any Commission approved solar contracts and its administration, if applicable, in \$ per MWh. The proceeds of any solar energy, capacity, ancillary services and solar AECs that are acquired and in excess of those allocated to default service suppliers, and sold into the market, will be netted against solar contract costs.

Application Period	FRA \$/MWH
June 1, 2025, through May 31, 2026	\$X.XX
June 1, 2026, through May 31, 2027	\$X.XX
June 1, 2027, through May 31, 2028	\$X.XX
June 1, 2028, through May 31, 2029	\$X.XX

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STANDARD CONTRACT RIDERS - (Continued)**RIDER NO. 9 – DAY-AHEAD HOURLY PRICE SERVICE – (Continued)****(Applicable to Rates GS/GM, GMH, GL, GLH, L and HVPS and Generating Station Service)****NOTIFICATION AND ELECTION OF SERVICE**

Customers may elect to purchase their supply requirements through this rider at any time according to the requirements of Rule No. 45. Customers that do not elect service with an EGS will default to hourly price service under this rider.

ANNUAL RECONCILIATION

The Company will file with the Commission a reconciliation statement of the revenues, expenses and resulting over and under recovery for the eight (8) months beginning June 1, 2017, and ending January 31, 2018, in accordance with 66 Pa. C.S. § 1307(e), by March 1, 2018. Thereafter, the Company will file with the Commission an annual reconciliation statement of the revenues, expenses and resulting over and under recovery for the twelve (12) months beginning February 1 and ending January 31 of the following year, in accordance with 66 Pa. C.S. § 1307(e), by March 1. The Company recovers the net-metered excess generation cost as an expense in the over/under collection within the Company's 1307(e) reconciliation. The reconciliation statement will reconcile actual revenue and actual expense associated with the Company's portion of the FRA.

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GENERAL

The Supply Charges are intended to recover the market costs of providing Default Service to customers in PJM as these costs may change or be redefined from time to time. The Supply Charges shall be calculated using the formula and prices referenced above, but may be revised from time to time, as necessary, to reflect changes in PJM rules and charges. The Company is required to include renewable energy sources as a component of providing POLR service. The Company will pass-through the charges required to comply with the Alternative Energy Portfolio Standards (AEPS) as those compliance requirements change. The formula is illustrative to reflect the charges in the PJM tariff and is subject to change at any time, as PJM rules, charges or market parameters change.

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 21 – NET METERING SERVICE – (Continued)

(Applicable to Rates RS, RH, RA, GS/GM, GMH, GL, GLH and L)

BILLING PROVISIONS - (Continued)

1. If the Company supplies more kilowatt-hours of electricity than the customer-generator facility feeds back to the Company’s system during the billing period, all charges of the appropriate rate schedule shall be applied to the net kilowatt-hours of electricity that the Company supplied. The customer-generator is responsible for the customer charge, demand charge and other applicable charges under the applicable Rate Schedule.

2. For customer-generators involved in virtual meter aggregation programs, a credit shall be applied first to the meter through which the generating facility supplies electricity to the distribution system, then through the remaining meters for the customer-generator’s account equally at each meter’s designated rate. Virtual meter aggregation is the combination of readings and billing for all meters regardless of rate class on properties owned or leased and operated by a customer-generator by means of the Company’s billing process, rather than through physical rewiring of the customer-generator’s property for a physical, single point of contact. The customer-generators are responsible for the customer charge, demand charge and other applicable charges under the applicable Rate Schedule.

**BILLING PROVISIONS FOR
 ELECTRIC VEHICLE TIME-OF-USE SUPPLY RATE PILOT (“EV TOU SUPPLY RATE PILOT”)
 CUSTOMER GENERATORS**

(C)

(Applicable to Rates RS, RH, RA, GS/GM and GMH)

The following billing provisions apply to customer-generators that take service on Rider No 8 – Default Service Supply and are on EV TOU Supply rates.

(C)

1. The EV TOU Supply Rate customer-generator will receive a credit for each kilowatt-hour received by the Company up to the total amount of electricity delivered to the Customer during the billing period at the full retail rate consistent with Commission regulations. If an EV TOU Supply Rate customer-generator supplies more electricity to the Company than the Company delivers to the customer-generator in a given billing period, the Company will maintain an active record of the excess kilowatt hours produced at the customer-generators premise in a “bank”. If an EV TOU Supply Rate customer-generator supplies more electricity to the Company than the Company delivers to the customer-generator in a given billing period, the excess kilowatt hours shall be carried forward and credited against the EV TOU Supply Rate customer generator’s usage in a subsequent billing period at the full retail rate. If, in a subsequent billing period, a customer consumes more electricity than produced, kilowatt-hours will be pulled from the customer’s bank on a first in first out basis. Any excess kilowatt hours shall continue to accumulate and credit against usage for the 12 month period ending May 31st. On an annual basis, the Company will compensate the customer-generator for kilowatt-hours remaining in the bank on May 31st, at the applicable Price To Compare at the time the excess kilowatt-hours were banked. The customer-generator is responsible for the customer charge, demand charge and other applicable charges under the applicable Rate Schedule.

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STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 21 – NET METERING SERVICE – (Continued)

(Applicable to Rates RS, RH, RA, GS/GM, GMH, GL, GLH and L)

**BILLING PROVISIONS FOR
ELECTRIC VEHICLE TIME-OF-USE SUPPLY RATE PILOT (“EV-TOU SUPPLY RATE PILOT”)
CUSTOMER GENERATORS – (Continued)**

(C)
(C)

(Applicable to Rates RS, RH, RA, GS/GM and GMH)

(C)

1. If the Company supplies more kilowatt-hours of electricity than the customer-generator supplies during the billing period, all charges of the appropriate rate schedule shall be applied to the net kilowatt-hours of electricity that the Company supplied. The customer-generator is responsible for the customer charge, demand charge and other applicable charges under the applicable Rate Schedule.

3. If an eligible customer-generator wishes to no longer be enrolled in the EV TOU Supply Rate Pilot and switches to the standard default service supply product, any excess kilowatt hours banked and remaining from the EV TOU Supply period will be used, as applicable, for the remaining portion of the 12 month period ending May 31 and the Company shall compensate for any excess kilowatt hours that are banked at the Price To Compare in effect at the time.

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NET METERING PROVISIONS FOR SHOPPING CUSTOMERS

1. Customer-generators may take net metering services from EGSs that offer such services.

2. If a net-metering customer takes service from an EGS, the Company will credit the customer for distribution charges for each kilowatt hour produced by the customer-generator, up to the total amount of kilowatt-hours delivered to the customer by the Company during the billing period. If a customer-generator supplies more electricity to the electric distribution system than the Company delivers to the customer-generator in a given billing period, the excess kilowatt hours shall be carried forward and credited against the customer-generator’s usage in subsequent billing periods at the Company’s distribution rates. Any excess kilowatt hours shall continue to accumulate for the 12 month period ending May 31. Any excess kilowatt hours at the end of the 12 month period will not carry over to the next year for distribution charge purposes. The customer-generator is responsible for the customer charge, demand charge and other applicable charges under the applicable Rate Schedule.

3. If the Company delivers more kilowatt-hours of electricity than the customer-generator facility feeds back to the Company’s system during the billing period, all charges of the applicable rate schedule shall be applied to the net kilowatt-hours of electricity that the Company delivered. The customer-generator is responsible for the customer charge, demand charge and other applicable charges under the applicable Rate Schedule.

(C) – Indicates Change

APPENDIX A – (Continued)**TRANSMISSION SERVICE CHARGES – (Continued)****(Applicable to All Rates)****ANNUAL UPDATE - (Continued)****For Rate Schedules AL, SE, SM, SH and PAL:**

The annual revenue requirement and over or under collection shall be allocated to each rate class for cost recovery based on the rate class contribution to the coincident peak load from the previous calendar year. PJM charges that are load based will also be allocated to each rate class for cost recovery based on the rate class contribution to the coincident peak load. PJM charges that are energy based will be billed on a per kWh basis. All such charges will be adjusted for Pennsylvania gross receipts tax. For rate schedules SM, SH and PAL, a kWh charge will be determined to recover the allocated revenue requirement and PJM charges. An equivalent fixed monthly charge will be determined based on the monthly kWh usage applicable for each fixture.

Where:

- TSC = Transmission service charge to be applied to all Transmission billing units (either kWh or kW, as indicated.)
- RCRR = Projected total revenue requirement and PJM charges established for the computation year of June 1st through May 31st, corresponding to the PJM planning year. The revenue requirement shall be allocated to the specific rate classes by applying the ratio of the RC1CP to the Duquesne Zone 1CP for the prior year. PJM charges shall be allocated to each rate class on the basis incurred (i.e. 1CP, kW, kWh).
- “e” = Total over or under collection calculated by comparing total TSC revenues billed to the specific rate class during the reconciliation year of the twelve month period ending February 28th or 29th to the total charges billed by PJM under its OATT as approved or accepted by FERC and allocated to the specific rate class based upon its Default Service share of the Duquesne Zone 1CP for the prior year, including applicable interest. Interest shall be computed monthly at the rate provided for in Title 52 Pa. Code §54.190(c), from the month the over collection or under collection occurs to the effective month that the over collection is refunded or the under collection is recouped. The Company recovers the net-metered excess transmission cost as an expense in the over/under collection within the Company’s 1307(e) reconciliation. (C)
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(C)
- RCSales = Projected kWh sales for the specific rate class for the computation year.
- RCDemand = Projected kW billing demand for the specific rate class for the computation year.
- RC1CP = Rate Class load coincident with the peak hour of the peak day of the Duquesne Zone during the calendar year prior to the computation year.
- T = The total Pennsylvania Gross Receipts Tax rate in effect during the billing month, expressed in decimal form.

(C) – Indicates Change

ISSUED: XXXXX X, XXXX

EFFECTIVE: XXXX X, XXXX



SCHEDULE OF RATES

For Electric Service in Allegheny and Beaver Counties

(For List of Communities Served, see Pages No. 4 and 5)

Issued By

DUQUESNE LIGHT COMPANY

411 Seventh Avenue
Pittsburgh, PA 15219

Kevin E. Walker

President and Chief Executive Officer

ISSUED: XXXXX X, XXXX

EFFECTIVE: XXXXX X, XXXX

Issued pursuant to the Commission's Order
entered XXXXXXXX XX, XXXX, at Docket No. P-2024-~~XXXXXX~~[3048592](#).

NOTICE

**THIS TARIFF SUPPLEMENT MAKES CHANGES TO THE TABLE OF CONTENTS,
~~THE RIDER MATRIX~~, EXISTING RIDERS AND THE APPENDIX ~~AND ADDS A RIDER~~**

See Page Two

LIST OF MODIFICATIONS MADE BY THIS TARIFF

CHANGES**Table of Contents**Xxxxxx Revised Page No. 3
Cancelling Xxxxxxx revised Page No. 3

List of Modifications – Xxxxxxxx Page No. 2X through Xxxxxxxx Page No. 2X have been added to Tariff No. 25 in order to accommodate the noted modifications and, therefore, the Table of Contents has been updated to reflect the additional pages.

Table of ContentsXxxxxxx Revised Page No. 3A
Cancelling Xxxxx revised Page No. 3A

Page No. 98B has been added to Tariff No. 25.

Page No. 99A has been added to Tariff No. 25.

Page No. 105A has been added to Tariff No. 25.

Page No. 105B has been added to Tariff No. 25 and, therefore, to the Table of Contents.

~~Page No. XXXX and Page No. XXXX have been added to Tariff No. 25 to accommodate the addition of Rider No. XX – Green Tariff Pilot Program and, therefore, to the Table of Contents.~~

~~Rider No. XX – Green Tariff Pilot Program has been added to Tariff No. 25 and, therefore, to the Table of Contents.~~

~~Standard Contract Riders – Rider Matrix~~ ~~Xxxxxx Revised Page No. 87A~~
~~Cancelling Xxxxx Revised Page No. 87A~~

~~Rider No. XX – Green Tariff Pilot Program has been added to Tariff No. 25 and, therefore, to the Rider Matrix Chart and Rider Matrix Titles sections.~~

Rider No. 8 – Default Service SupplyXxxxx Revised Page No. 98
Cancelling Xxxxxx Revised Page No. 98

Language has been modified to revise the name of the Company’s Electric Vehicle Time-of-Use Supply Rate Pilot (“EV-TOU Supply Rate Pilot”) program, make updates to the program language, and add the DSP X docket number.

~~Language has been modified to reflect that the EV-TOU Supply Rate Pilot will offer a WholeHome EV-TOU Supply Rate Pilot program which applies to all the electricity used at the premises and an EV-Only TOU Supply Rate Pilot program which will apply to only the EV electricity usage.~~

The Default Service Supply Rate – Residential Chart that was previously found at the bottom of Eighth Revised Page No. 98, Cancelling Seventh Revised Page No. 98 has been moved to Xxxxx Revised Page No. 98A, Cancelling Xxxxx Revised Page No. 98A.

LIST OF MODIFICATIONS MADE BY THIS TARIFF**CHANGES****Rider No. 8 – Default Service Supply****Xxxxx Revised Page No. 98A
Cancelling Xxxxx Revised Page No. 98A**

The Default Service Supply Rate – Residential Chart that was previously found at the bottom of Eighth Revised Page No. 98, Cancelling Seventh Revised Page No. 98 has been moved to Xxxxx Revised Page No. 98A, Cancelling Xxxxx Revised Page No. 98A.

The Default Service Supply Rate Chart has been updated with the DSP X Application Period dates and the Electric Vehicle Time-of-Use Supply Rate Pilot program name revision.

The language regarding the Electric Vehicle Time-of-Use Supply Rate Pilot program time periods for Peak, Super Off-Peak and Off-Peak has been revised and the applicable PJM holidays have been noted.

The Default Service Supply Rate – Small Commercial and Industrial Chart that was previously found on Fifth Revised Page No. 98A, Cancelling Fourth Revised Page No. 98A has been moved to Xxxxxxxx Page No. 98B.

Rider No. 8 – Default Service Supply**Xxxxxxxx Page No. 98B**

The Default Service Supply Rate – Small Commercial and Industrial Chart that was previously found on Fifth Revised Page No. 98A, Cancelling Fourth Revised Page No. 98A has been moved to Xxxxxxxx Page No. 98B.

The Default Service Supply Rate Chart has been updated with the DSP X Application Period dates and the Electric Vehicle Time-of-Use Supply Rate Pilot program name revision.

The language regarding the Electric Vehicle Time-of-Use Supply Rate Pilot program time periods for Peak, Super Off-Peak and Off-Peak has been revised and the applicable PJM holidays have been noted.

Rider No. 8 – Default Service Supply**Xxxxxxxx Revised Page No. 99
Cancelling Xxxxxxxx Revised Page No. 99**

The Default Service Supply Rate Chart has been updated with the DSP X Application Period dates and the Electric Vehicle Time-of-Use Supply Rate Pilot program name revision.

The language regarding the Electric Vehicle Time-of-Use Supply Rate Pilot program time periods for Peak, Super Off-Peak and Off-Peak has been revised and the applicable PJM holidays have been noted.

The Default Service Supply Rate – Lighting Chart that was previously found at the bottom of Seventeenth Revised Page No. 99, Cancelling Sixteenth Revised Page No. 99 has been moved to Xxxxxxxx Page No. 99A.

LIST OF MODIFICATIONS MADE BY THIS TARIFF**CHANGES****Rider No. 8 – Default Service Supply****XXXXXXXXX Page No. 99A**

The Default Service Supply Rate – Lighting Chart that was previously found at the bottom of Seventeenth Revised Page No. 99, Cancelling Sixteenth Revised Page No. 99 has been moved to the top of XXXXXXXX Page No. 99A.

The Default Service Supply Rate Chart has been updated with the DSP X Application Period dates.

Rider No. 8 – Default Service Supply**XXXXXX Revised Page No. 100
Cancelling XXXXXXXX Revised Page No. 100****XXXXXX Revised Page No. 101
Cancelling XXXXXXXX Revised Page No. 101**

The Default Service Supply Rate Charts have been updated with the DSP X Application Period dates.

Rider No. 8 – Default Service Supply**XXXXX Revised Page No. 102
Cancelling XXXXXXXX Revised Page No. 102**

Language has been modified to reflect current business practice.

Rider No. 8 – Default Service Supply**XXXXX Revised Page No. 103
Cancelling XXXXXXXX Revised Page No. 103**

Language has been modified to reflect current business practice.

The docket number has been revised in the Contingency Plan section and in the Calculation of Rate section to reflect the DSP X filing.

~~The formula has been modified to reflect the addition of the Green Tariff Pilot Program administration costs and to reflect current business practice.~~

Rider No. 8 – Default Service Supply**XXXXX Revised Page No. 104
Cancelling XXXXXXXX Revised Page No. 104**

~~The formula definitions have been modified to include the Green Tariff Pilot Program administration costs and to reflect current business practice.~~

The Rate Factor Chart has been updated with the DSP X Application Period dates.

Language previously located at the bottom of Third Revised Page No. 104, Cancelling Second Revised Page No. 104 has been moved to XXXXX Revised Page No. 104A, Cancelling XXXXXXXX Revised Page No. 104A.

LIST OF MODIFICATIONS MADE BY THIS TARIFF

CHANGES**Rider No. 8 – Default Service Supply**Xxxxx Revised Page No. 104A
Cancelling Xxxxxx Revised Page No. 104A

Language has been modified to revise the name of the Company’s Electric Vehicle Time-of-Use Supply Rate Pilot (“EV-TOU Supply Rate Pilot”) program.

Language regarding the Electric Vehicle Time-of-Use Supply Rate Pilot program time periods for Peak, Super Off-Peak and Off-Peak has been revised.

~~Language has been modified to reflect that the EV-TOU Supply Rate Pilot will offer a WholeHome EV-TOU Supply Rate Pilot program which applies to all the electricity used at the premises and an EV-Only TOU Supply Rate Pilot program which will apply to only the EV electricity usage.~~

~~The formula has been modified to reflect the addition of the Green Tariff Pilot Program administration costs and to reflect current business practice.~~

A formula definition and the EV-TOU Supply Rate Factors Chart that was previously located at the bottom of Second Revised Page No. 104A, Cancelling First Revised Page No. 104A has been moved to the top of Xxxxxx Revised Page No. 105, Cancelling Xxxxx Revised Page No. 105.

Rider No. 8 – Default Service SupplyXxxxxx Revised Page No. 105
Cancelling Xxxxx Revised Page No. 105

A formula definition and the EV-TOU Supply Rate Factors Chart that was previously located at the bottom of Second Revised Page No. 104A, Cancelling First Revised Page No. 104A has been moved to the top of Xxxxxx Revised Page No. 105, Cancelling Xxxxx Revised Page No. 105.

The docket number has been revised in the Calculation of Rate section to reflect the DSP X filing.

The EV-TOU Supply Rate Factors Chart has been updated with the DSP X Application Period dates and the Electric Vehicle Time-of-Use Supply Rate Pilot Rate Factors revision.

Language has been modified to reflect the revision to the program name.

~~Special Terms and Conditions have been added related to the EV-Only Electric Vehicle Time-of-Use Supply Rate Pilot (“EV-Only TOU Pilot”).~~

Language that was previously located at the bottom of First Revised Page No. 105, Cancelling Original Page No. 105 has been moved to Xxxxxxxx Page No. 105B.

~~**Rider No. 8 – Default Service Supply**~~~~Xxxxxxxx Revised Page No. 105A~~

~~Special Terms and Conditions have been added related to the EV-Only Electric Vehicle Time-of-Use Supply Rate Pilot (“EV-Only TOU Pilot”).~~

LIST OF MODIFICATIONS MADE BY THIS TARIFF

CHANGES**Rider No. 8 – Default Service Supply**

XXXXXXXXX Revised Page No. 105B

Language that was previously located at the bottom of First Revised Page No. 105, Cancelling Original Page No. 105 has been moved to XXXXXXXX Page No. 105B.

Rider No. 9 – Day-Ahead Hourly Price Service

XXXXXXXXX Revised Page No. 108
Cancelling XXXXX Revised Page No. 108

The Fixed Retail Administrative Charge (“FRA”) Chart has been updated with the DSP X Application Period dates.

The docket number has been revised in the Monthly Charges section, Fixed Retail Administrative Charge, to reflect the DSP X filing.

Rider No. 9 – Day-Ahead Hourly Price Service

XXXXX Revised Page No. 111
Cancelling XXXXXXXX Page No. 111

Language has been modified to reflect current business practice.

Rider No. 21 – Net Metering Service

XXXXXX Revised Page No. 135
Cancelling XXXXX Revised Page No. 135

XXXXXX Revised Page No. 136
Cancelling XXXXX Revised Page No. 136

Language has been modified to revise the name of the Company’s Electric Vehicle Time-of-Use Supply Rate Pilot (“EV-TOU Supply Rate Pilot”) program.

~~Rider No. XX – Green Tariff Pilot Program~~ ~~XXXXXXXXX Page No. XXX~~

~~XXXXXXXXX Page No. XXX~~

~~Rider No. XX – Green Tariff Pilot Program has been added to Tariff No. 25 to offer up to 5,000 eligible customers with an opportunity to procure an additional quantity of zero-carbon energy Attribute Certificates (“EACs”) above the amount they already receive through participation in default service supply (“DSS”).~~

Appendix A – Transmission Service Charges

XXXXX Revised Page No. 145
Cancelling XXXXXXXX Page No. 145

Language has been modified to reflect current business practice.

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STANDARD CONTRACT RIDERS – (Continued)

RIDER MATRIX – (Continued)

	RS	RH	RA	GS/GM	GMH	GL	GLH	L	HVPS	AL	SE	SM	SH	UMS	PAL
Rider No. 20	X	X	X	X	X	X	X	X	X	X					
Rider No. 21	X	X	X	X	X	X									
Rider No. 22	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Rider No. XX	X	X	X												
Appendix A	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

(C)

Rider Titles:

- Rider No. 20 — Smart Meter Charge
- Rider No. 21 — Net Metering Service
- Rider No. 22 — Distribution System Improvement Charge (“DSIC”)
- ~~Rider No. XX — Green Tariff Pilot Program~~
- Appendix A — Transmission Service Charges

(C)

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 8 – DEFAULT SERVICE SUPPLY

(Applicable to Rate Schedules RS, RH, RA, GS/GM, GMH, AL, SE, SM, SH, UMS and PAL)

Default Service Supply (“DSS”) provides residential, commercial, industrial and lighting customers on the applicable rate schedules with a default service supply rate that is determined based on competitive auctions to acquire the energy to serve the load of customers taking service under the provisions of this Rider. Small and medium commercial and industrial customers are defined in Rate Schedules GS/GM and GMH. For purposes of this rider, medium customers are those customers with a monthly metered demand that is at least 25 kW and less than 200 kW, on average, in a twelve (12) month period. For purposes of assigning customers not being served by an Electric Generation Supplier (“EGS”) to the applicable supply rate, Duquesne Light shall evaluate the customer’s twelve (12) most recent months of monthly billing demand for that customer available in October of the preceding year. If the customer’s average monthly billing demand is less than 25 kW in the twelve (12) months, then that customer shall be assigned to the supply rate for small commercial and industrial customers effective with their January billing. If the customer’s average monthly demand is greater than or equal to 25 kW but less than 200 kW in the twelve (12) month period, then that customer shall be assigned to the supply rate for medium commercial and industrial customers effective with their January billing.

Eligible customers may elect to enroll in the Company’s Electric Vehicle Time-of-Use Supply Rate Pilot (“EV TOU Supply Rate Pilot”). The EV TOU Supply Rate Pilot is available to customers that (i) are served under Rate Schedules RS, RH, RA, GS/GM, or GMH and have an account in good standing, signifying that the account is active, does not have a past due balance or an outstanding payment arrangement at the time of enrollment, and has demonstrated a timely payment history; (ii) own or lease a highway-capable plug-in battery electric vehicle or plug-in hybrid electric vehicle registered to the service address, or operate electric vehicle charging facilities at the service location; (iii) are not enrolled in the Company’s Customer Assistance Program, budget billing, virtual meter aggregation, Rider No. 7 – Residential Managed Charging Pilot, or Rider No. 23 – Behavioral Load Management Pilot; (iv) have not de-enrolled from the EV TOU Supply Rate Pilot for any reason, within the last twelve (12) months; and (v) comply with any other applicable EV TOU Supply Rate Pilot rules established at Docket No. P-2020-3019522, Docket No. P-2024-~~XXXXXXXX3048592~~, or subsequent proceeding. ~~Customers enrolled in the EV TOU Supply Rate Pilot will be moved to the applicable EV TOU supply rate.~~ (C)

~~Eligible residential customers will have the choice to enroll in either the WholeHome Electric Vehicle Time-of-Use Supply Rate (“WholeHome EV TOU Supply Rate”) or the EV Only Time-of-Use Supply Rate (“EV Only TOU Supply Rate”). The WholeHome EV TOU Supply Rate, also known as the WholeHome EV TOU Supply Rate, will apply to all the electricity used at the premises. The EV Only TOU Pilot Supply Rate, will require the customer to have a Company-qualified EV or charging station which allows the Company to track usage as the rate will only apply to the customer’s EV usage, while the rest of the premises remains on the standard default service rate.~~ (C)

(C)

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 8 – DEFAULT SERVICE SUPPLY

(Applicable to Rate Schedules RS, RH, RA, GS/GM, GMH, AL, SE, SM, SH, UMS and PAL)

DEFAULT SERVICE SUPPLY RATE

(C)

Residential

(Rate Schedules RS, RH and RA)

Application Period	Supply Charge - ¢/kWh	Electric Vehicle Time-of Use ⁽¹⁾ Supply Rate Pilot		
		Supply Charge - ¢/kWh		
		Peak	Off-Peak	Super Off-Peak
June 1, 2025, through November 30, 2025	X.XXXX	X.XXXX	X.XXXX	X.XXXX
December 1, 2025, through May 31, 2026	X.XXXX	X.XXXX	X.XXXX	X.XXXX
June 1, 2026, through November 30, 2026	X.XXXX	X.XXXX	X.XXXX	X.XXXX
December 1, 2026, through May 31, 2027	X.XXXX	X.XXXX	X.XXXX	X.XXXX
June 1, 2027, through November 30, 2027	X.XXXX	X.XXXX	X.XXXX	X.XXXX
December 1, 2027, through May 31, 2028	X.XXXX	X.XXXX	X.XXXX	X.XXXX
June 1, 2028, through November 30, 2028	X.XXXX	X.XXXX	X.XXXX	X.XXXX
December 1, 2028, through May 31, 2029	X.XXXX	X.XXXX	X.XXXX	X.XXXX

(C)

⁽¹⁾ Peak Hours are 3:00 PM to 9:00 PM, Monday through Friday, excluding noted PJM holidays.

Super Off-Peak Hours are 11:00 PM to 6:00 AM daily, including noted PJM holidays.

All other hours are considered Off-Peak.

PJM Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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STANDARD CONTRACT RIDERS - (Continued)

(C)

RIDER NO. 8 – DEFAULT SERVICE SUPPLY - (Continued)

(C)

(Applicable to Rate Schedules RS, RH, RA, GS/GM, GMH, AL, SE, SM, SH, UMS and PAL)

DEFAULT SERVICE SUPPLY RATE - (Continued)

Small Commercial and Industrial customers with monthly metered demand less than 25 kW.

(Rate Schedules GS/GM and GMH and Rate Schedule UMS⁽¹⁾)

Application Period	Supply Charge - ¢/kWh	Rate Schedules GS/GM and GMH Electric Vehicle Time-of Use ⁽²⁾ Supply Rate Pilot		
		Supply Charge - ¢/kWh		
		Peak	Off-Peak	Super Off-Peak
June 1, 2025, through November 30, 2025	X.XXXX	X.XXXX	X.XXXX	X.XXXX
December 1, 2025, through May 31, 2026	X.XXXX	X.XXXX	X.XXXX	X.XXXX
June 1, 2026, through November 30, 2026	X.XXXX	X.XXXX	X.XXXX	X.XXXX
December 1, 2026, through May 31, 2027	X.XXXX	X.XXXX	X.XXXX	X.XXXX
June 1, 2027, through November 30, 2027	X.XXXX	X.XXXX	X.XXXX	X.XXXX
December 1, 2027, through May 31, 2028	X.XXXX	X.XXXX	X.XXXX	X.XXXX
June 1, 2028, through November 30, 2028	X.XXXX	X.XXXX	X.XXXX	X.XXXX
December 1, 2028, through May 31, 2029	X.XXXX	X.XXXX	X.XXXX	X.XXXX

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⁽¹⁾ Rate Schedule UMS is not eligible for the Electric Vehicle Time-of-Use Pilot Program.

⁽²⁾ Peak Hours are 3:00 PM to 9:00 PM, Monday through Friday, excluding noted PJM holidays.

Super Off-Peak Hours are 11:00 PM to 6:00 AM daily, including noted PJM holidays.

All other hours are considered Off-Peak.

PJM Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 8 – DEFAULT SERVICE SUPPLY – (Continued)

(Applicable to Rate Schedules RS, RH, RA, GS/GM, GMH, AL, SE, SM, SH, UMS and PAL)

DEFAULT SERVICE SUPPLY RATE – (Continued)

Medium Commercial and Industrial customers with monthly metered demand equal to or greater than 25 kW and less than 200 kW.

(Rate Schedules GS/GM and GMH)

<u>Application Period</u>	<u>Supply Charge - ¢/kWh</u>	<u>Electric Vehicle Time-of Use Supply Rate Pilot ⁽¹⁾</u>		
		<u>Supply Charge - ¢/kWh</u>		
		<u>Peak</u>	<u>Off-Peak</u>	<u>Super Off-Peak</u>
June 1, 2025, through August 31, 2025	X.XXXX	X.XXXX	X.XXXX	X.XXXX
September 1, 2025, through November 30, 2025	X.XXXX	X.XXXX	X.XXXX	X.XXXX
December 1, 2025, through February 28, 2026	X.XXXX	X.XXXX	X.XXXX	X.XXXX
March 1, 2026, through May 31, 2026	X.XXXX	X.XXXX	X.XXXX	X.XXXX
June 1, 2026, through August 31, 2026	X.XXXX	X.XXXX	X.XXXX	X.XXXX
September 1, 2026, through November 30, 2026	X.XXXX	X.XXXX	X.XXXX	X.XXXX
December 1, 2026, through February 28, 2027	X.XXXX	X.XXXX	X.XXXX	X.XXXX
March 1, 2027, through May 31, 2027	X.XXXX	X.XXXX	X.XXXX	X.XXXX
June 1, 2027, through August 31, 2027	X.XXXX	X.XXXX	X.XXXX	X.XXXX
September 1, 2027, through November 30, 2027	X.XXXX	X.XXXX	X.XXXX	X.XXXX
December 1, 2027, through February 29, 2028	X.XXXX	X.XXXX	X.XXXX	X.XXXX
March 1, 2028, through May 31, 2028	X.XXXX	X.XXXX	X.XXXX	X.XXXX
June 1, 2028, through August 31, 2028	X.XXXX	X.XXXX	X.XXXX	X.XXXX
September 1, 2028, through November 30, 2028	X.XXXX	X.XXXX	X.XXXX	X.XXXX
December 1, 2028, through February 28, 2029	X.XXXX	X.XXXX	X.XXXX	X.XXXX
March 1, 2029, through May 31, 2029	X.XXXX	X.XXXX	X.XXXX	X.XXXX

⁽¹⁾ Peak Hours are 3:00 PM to 9:00 PM, Monday through Friday, excluding noted PJM holidays.
 Super Off-Peak Hours are 11:00 PM to 6:00 AM daily, including noted PJM holidays.
 All other hours are considered Off-Peak.
 PJM Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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STANDARD CONTRACT RIDERS - (Continued)

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RIDER NO. 8 – DEFAULT SERVICE SUPPLY – (Continued)

(Applicable to Rate Schedules RS, RH, RA, GS/GM, GMH, AL, SE, SM, SH, UMS and PAL)

DEFAULT SERVICE SUPPLY RATE – (Continued)

Lighting

(Rate Schedules AL and SE)

<u>Application Period</u>	<u>Supply Charge - ¢/kWh</u>
June 1, 2025, through November 30, 2025	X.XXXX
December 1, 2025, through May 31, 2026	X.XXXX
June 1, 2026, through November 30, 2026	X.XXXX
December 1, 2026, through May 31, 2027	X.XXXX
June 1, 2027, through November 30, 2027	X.XXXX
December 1, 2027, through May 31, 2028	X.XXXX
June 1, 2028, through November 30, 2028	X.XXXX
December 1, 2028, through May 31, 2029	X.XXXX

(C)

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 8 – DEFAULT SERVICE SUPPLY – (Continued)

(Applicable to Rate Schedules RS, RH, RA, GS/GM, GMH, AL, SE, SM, SH, UMS and PAL)

DEFAULT SERVICE SUPPLY RATE – (Continued)

Lighting

(Rate Schedules SM, SH and PAL)

Lamp wattage as available on applicable rate schedule.

Wattage	Nominal kWh Energy Usage per Unit per Month	Application Period			
		06/01/2025 through 11/30/2025	12/01/2025 through 05/31/2026	06/01/2026 through 11/30/2026	12/01/2026 through 05/31/2027
Supply Charge ¢ per kWh		X.XXXX	X.XXXX	X.XXXX	X.XXXX
Fixture Charge — \$ per Month					
Mercury Vapor					
100	44	X.XXXX	X.XXXX	X.XXXX	X.XXXX
175	74	X.XXXX	X.XXXX	X.XXXX	X.XXXX
250	102	X.XXXX	X.XXXX	X.XXXX	X.XXXX
400	161	X.XXXX	X.XXXX	X.XXXX	X.XXXX
1000	386	X.XXXX	X.XXXX	X.XXXX	X.XXXX
High Pressure Sodium					
70	29	X.XXXX	X.XXXX	X.XXXX	X.XXXX
100	50	X.XXXX	X.XXXX	X.XXXX	X.XXXX
150	71	X.XXXX	X.XXXX	X.XXXX	X.XXXX
200	95	X.XXXX	X.XXXX	X.XXXX	X.XXXX
250	110	X.XXXX	X.XXXX	X.XXXX	X.XXXX
400	170	X.XXXX	X.XXXX	X.XXXX	X.XXXX
1000	387	X.XXXX	X.XXXX	X.XXXX	X.XXXX
Flood Lighting - Unmetered					
70	29	X.XXXX	X.XXXX	X.XXXX	X.XXXX
100	46	X.XXXX	X.XXXX	X.XXXX	X.XXXX
150	67	X.XXXX	X.XXXX	X.XXXX	X.XXXX
250	100	X.XXXX	X.XXXX	X.XXXX	X.XXXX
400	155	X.XXXX	X.XXXX	X.XXXX	X.XXXX
Light-Emitting Diode (LED) – Cobra Head					
30	11	X.XXXX	X.XXXX	X.XXXX	X.XXXX
45	16	X.XXXX	X.XXXX	X.XXXX	X.XXXX
60	21	X.XXXX	X.XXXX	X.XXXX	X.XXXX
95	34	X.XXXX	X.XXXX	X.XXXX	X.XXXX
139	49	X.XXXX	X.XXXX	X.XXXX	X.XXXX
219	77	X.XXXX	X.XXXX	X.XXXX	X.XXXX
		X.XXXX	X.XXXX	X.XXXX	X.XXXX
Light-Emitting Diode (LED) – Colonial					
20	7	X.XXXX	X.XXXX	X.XXXX	X.XXXX
45	16	X.XXXX	X.XXXX	X.XXXX	X.XXXX
Light-Emitting Diode (LED) – Contemporary					
40	14	X.XXXX	X.XXXX	X.XXXX	X.XXXX
55	20	X.XXXX	X.XXXX	X.XXXX	X.XXXX

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(C) – Indicates Change

ISSUED: XXXXX X, XXXX

EFFECTIVE: XXXX X, XXXX

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 8 – DEFAULT SERVICE SUPPLY – (Continued)

(Applicable to Rate Schedules RS, RH, RA, GS/GM, GMH, AL, SE, SM, SH, UMS and PAL)

DEFAULT SERVICE SUPPLY RATE – (Continued)

Lighting — (Continued)

(Rate Schedules SM, SH and PAL)

Lamp wattage as available on applicable rate schedule.

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Wattage	Nominal kWh Energy Usage per Unit per Month	Application Period			
		06/01/2027 through 11/30/2027	12/01/2027 through 05/31/2028	06/01/2028 through 11/30/2028	12/01/2028 through 05/31/2029
Supply Charge ¢ per kWh		X.XXXX	X.XXXX	X.XXXX	X.XXXX
Fixture Charge — \$ per Month					
Mercury Vapor					
100	44	X.XX	X.XX	X.XX	X.XX
175	74	X.XX	X.XX	X.XX	X.XX
250	102	X.XX	X.XX	X.XX	X.XX
400	161	X.XX	X.XX	X.XX	X.XX
1000	386	X.XX	X.XX	X.XX	X.XX
High Pressure Sodium					
70	29	X.XX	X.XX	X.XX	X.XX
100	50	X.XX	X.XX	X.XX	X.XX
150	71	X.XX	X.XX	X.XX	X.XX
200	95	X.XX	X.XX	X.XX	X.XX
250	110	X.XX	X.XX	X.XX	X.XX
400	170	X.XX	X.XX	X.XX	X.XX
1000	387	X.XX	X.XX	X.XX	X.XX
Flood Lighting - Unmetered					
70	29	X.XX	X.XX	X.XX	X.XX
100	46	X.XX	X.XX	X.XX	X.XX
150	67	X.XX	X.XX	X.XX	X.XX
250	100	X.XX	X.XX	X.XX	X.XX
400	155	X.XX	X.XX	X.XX	X.XX
Light-Emitting Diode (LED) – Cobra Head					
30	11	X.XX	X.XX	X.XX	X.XX
45	16	X.XX	X.XX	X.XX	X.XX
60	21	X.XX	X.XX	X.XX	X.XX
95	34	X.XX	X.XX	X.XX	X.XX
139	49	X.XX	X.XX	X.XX	X.XX
219	77	X.XX	X.XX	X.XX	X.XX
Light-Emitting Diode (LED) – Colonial					
20	7	X.XX	X.XX	X.XX	X.XX
45	16	X.XX	X.XX	X.XX	X.XX
Light-Emitting Diode (LED) – Contemporary					
40	14	X.XX	X.XX	X.XX	X.XX
55	20	X.XX	X.XX	X.XX	X.XX

(C) – Indicates Change

ISSUED: XXXXX X, XXXX

EFFECTIVE: XXXX X, XXXX

STANDARD CONTRACT RIDERS - (Continued)**RIDER NO. 8 – DEFAULT SERVICE SUPPLY – (Continued)****(Applicable to Rate Schedules RS, RH, RA, GS/GM, GMH, AL, SE, SM, SH, UMS and PAL)****DEFAULT SERVICE SUPPLY RATE – (Continued)**

The Company will provide default service supply under this Rider by obtaining the requirements from suppliers through competitive procurements using a competitive auction process. The charges for DSS calculated based on the results of the competitive auction process for service under this Rider will be effective as defined above.

DSS obtained through the competitive auction process includes energy, capacity, transmission and distribution line losses, congestion and congestion management costs, all or some of the Alternative Energy Credits (“AECs”), ancillary services, PJM grid management charges and other such services or products that are required to provide default service to the Company’s customers including Auction Revenue Rights and Financial Transmission Rights (“ARRs/FTRs”). The Company may purchase and provide for a portion of its AEC solar requirements associated with the default service load. The AECs provided by the Company for the applicable procurement group(s) will reduce the obligation of the suppliers in the competitive auction. DSS shall not include transmission service within Duquesne’s zone. Duquesne will be responsible for and continue to provide network integration transmission service. The applicable charges for transmission service are defined in Appendix A of this Tariff.

Service under this Rider No. 8 – Default Service Supply shall commence in accordance with the switching protocols in Rule No. 45.1.

PROCUREMENT PROCESS

The Company will conduct separate competitive auction solicitations for DSS for each customer procurement group under this Rider. The customer procurement groups for the competitive auction solicitations are defined as residential and lighting, small commercial and industrial and medium commercial and industrial. The small commercial and industrial group includes those customers with monthly metered demand less than 25 kW. The medium commercial and industrial group includes those customers with monthly metered demand equal to or greater than 25 kW and less than 200 kW. The competitive auction process will be bid separately to ensure that there is no cross subsidization.

The Company will update the rates for the DSS according to the schedule in the above tables. The Company will issue competitive auctions prior to the beginning of each Application Period to update the default service supply rates. The updated rates will be based on the new price(s) available from the winning suppliers through the competitive auction process and the cost for Company solar contracts, if any, for the applicable procurement group(s). The rates will include a reconciliation adjustment as described in the “Calculation of Rate” section of this Rider. The Company will file new DSS rates with the Pennsylvania Public Utility Commission (“Commission”) no less than sixty (60) days prior to the start of the next Application Period, and, upon Commission approval, these rates shall become effective.

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The load of the customer procurement group for the competitive auction will be divided into Tranches. Winning suppliers will provide DSS for the percentage of DSS load corresponding to the number of Tranches won in the competitive auction. Duquesne seeks to procure all Tranches in the competitive auction process pursuant to the competitive auction schedule approved by the Commission.

The selection of bids will be submitted to the Commission for its approval or rejection within one business day after submittal. If the bids are not acted on by the Commission within one business day, the Company may proceed on the basis that they are approved and award the bids pursuant to 52 Pa. Code § 54.188(d).

(C) – Indicates Change

ISSUED: XXXXX X, XXXX

EFFECTIVE: XXXX X, XXXX

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 8 – DEFAULT SERVICE SUPPLY – (Continued)

(Applicable to Rate Schedules RS, RH, RA, GS/GM, GMH, AL, SE, SM, SH, UMS and PAL)

CONTINGENCY PLAN

In the event Duquesne receives bids for less than all Tranches or the Commission does not approve all or some of the submitted bids or in the event of supplier default, the Company will execute its Contingency Plan as approved in the Supply Master Agreement (“SMA”) at Docket No. P-2024-~~XXXXXXXX~~3048592. Duquesne will submit its Contingency Plan to the Commission within fifteen (15) days after execution of the Plan. All costs associated with implementing the Contingency Plan will be included as part of the DSS described in the section below, “Calculation of Rate.”

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CALCULATION OF RATE

DSS rates shall be determined based on the formula described in this section. The DSS shall be filed with the Commission no less than sixty (60) days prior to the start of the next Application Period as defined under the Default Service Supply Rate section of this Rider. Rates are reconciled on a semi-annual basis in accordance with the Default Service Supply Rate section of this Rider. The rates shall include an adjustment to reconcile revenue and expense for each Application Period. The DSS shall be determined to the nearest one-thousandth of one (1) mill per kilowatt-hour in accordance with the formula set forth below and shall be applied to all kilowatt-hours billed for default service provided during the billing month:

$$DSS = [(CA + (SLR + GRN + DSS_a + E)/S_a) * F + DSS_b / S_b] * [1/(1 - T)]$$

(G)

Where:

- DSS** = Default Service Supply rate, converted to cents per kilowatt-hour, to be applied to each kilowatt-hour supplied to customers taking default service from the Company under this Rider.
- CA** = The weighted average of the winning bids received in a competitive auction for each customer class identified above and described in the “Default Service Supply Rate” section and adjusted for customer class transmission and distribution line losses. The competitive auction shall be conducted as described in “Procurement Process.”
- DSS_a** = The total estimated direct and indirect costs incurred by the Company to acquire DSS from any source on behalf of customers described above in the “Procurement Process.” The Application Period shall be for each period over which the DSS, as computed, will apply. Projections of the Company’s costs to acquire default supply for the Application Period shall include all direct and indirect costs of generation supply to be acquired by the Company from any source plus any associated default service supply-related procurement and administration costs. Default service supply-related costs shall include the cost of preparing the company’s default service plan filing and working capital costs associated with default service supply. The Company will recover these costs over the default service plan period as defined in the Commission’s order at Docket No. ~~R-2021-3024750~~ P-2024-3048592.

(C)

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 8 – DEFAULT SERVICE SUPPLY – (Continued)

(Applicable to Rate Schedules RS, RH, RA, GS/GM, GMH, AL, SE, SM, SH, UMS and PAL)

CALCULATION OF RATE – (Continued)

DSS_b = Company costs may also include the expenses to support time-of-use (“TOU”) programs offered by the Company. Time-of-use expenses will be assigned to the applicable customer class for recovery through this Rider.

SLR = The costs associated with any Commission-approved solar contracts and its administration will be recovered from the customers in the applicable procurement group(s) that have received an allocation of the AECs associated with the solar contracts. The proceeds of any solar energy, capacity, ancillary services and solar AECs that are acquired and in excess of those allocated to default service suppliers, and sold into the market, will be netted against solar contract costs.

~~**GRN** = The costs associated with any Commission-approved Green Tariff administration will be recovered from the customers in the applicable procurement group that has received an allocation of the Energy Attribute Certificates (“EAC’s”) associated with the Green Tariff. This would include contingency costs if the winning supplier were to default, and the Company would have to provide the balance of the EACs through spot market purchases until such time that a new supplier was selected.~~ (C)

E = Experienced net over or under collection for each customer procurement group based on the revenue and expense for the six (6) month period ending one-hundred twenty (120) days prior to the end of Application Period. The DSS rate effective June 1 shall include reconciliation of revenue and expense for the six (6) month period August through January and the DSS rate effective December 1 shall include reconciliation of revenue and expense for the six (6) month period February through July. The Company recovers the net-metered excess generation cost as an expense in the respective default service class over/under collection within the Company’s 1307(e) reconciliation. Interest shall be computed monthly at the rate provided for in 52 Pa. Code §54.190, from the month the over collection or under collection occurs to the effective month that the over collection is refunded or the under collection is recouped. (C)
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S_a = The Company’s default service retail kWh sales to customers in the applicable Customer Class, projected for the Application Period. (C)

S_b = The Company’s default service retail kWh sales to customers in the applicable EV TOU Customer Class, projected for the Application Period. (C)

F = Rate Factor only for the residential and lighting customer groups, updated annually when DSS rates are updated, to become effective June 1st of each year. The Rate Factor shall be 1.0 for all other customer groups. DSS for residential and lighting customer groups will be obtained in the same competitive auction. The Rate Factor adjustment reflects the load shape of the residential and lighting classes. The Rate Factor will be as follows for each Application Period.

Application Period	Residential	Lighting
June 1, 2025, through May 31, 2026	X.XXXX	X.XXXX
June 1, 2026, through May 31, 2027	X.XXXX	X.XXXX
June 1, 2027, through May 31, 2028	X.XXXX	X.XXXX
June 1, 2028, through May 31, 2029	X.XXXX	X.XXXX

(C)

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(C) – Indicates Change

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 8 – DEFAULT SERVICE SUPPLY – (Continued)

(Applicable to Rate Schedules RS, RH, RA, GS/GM, GMH, AL, SE, SM, SH, UMS and PAL)

CALCULATION OF RATE – (Continued)

(C)

T = The Pennsylvania gross receipts tax rate in effect during the billing month, expressed in decimal form.

The rate shall become effective for default supply service rendered on and after the beginning of the Application Period unless otherwise ordered by the Commission and shall remain in effect for the effective periods defined above, unless revised on an interim basis subject to the approval of the Commission. Pursuant to 52 Pa. Code §69.1809(c), upon determination that the DSS, if left unchanged, would result in a material over or undercollection of supply-related costs incurred or expected to be incurred during the effective period, the Company may file with the Commission for an interim revision of the DSS to become effective thirty (30) days from the date of filing, unless otherwise ordered by the Commission.

CALCULATION OF RATE

(C)

ELECTRIC VEHICLE TIME-OF-USE SUPPLY RATE PILOT (“EV TOU SUPPLY RATE PILOT”)

(C)

The Electric Vehicle Time-of-Use Supply Rate Pilot (“EV TOU Supply”) rates shall be supplied via the same fixed price, full requirements (“FPFR”) products that provide default service supply for the applicable customer class. The EV TOU Supply rates will be distinguished by three time periods throughout the year. The Super Off-Peak Period will consist of all hours every day from 11:00 PM through 6:00 AM, including weekends and noted PJM holidays. The Peak Period will consist of all hours from 3:00 PM through 9:00 PM, Monday through Friday, excluding noted PJM holidays. All other hours will be included in the Off-Peak Period. The same Peak, Off-Peak, and Super Off-Peak Periods will be applicable to all eligible EV TOU supply customers.

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The EV TOU rates shall be filed with the Commission no less than sixty (60) days prior to the start of the next Application Period as defined under the Default Service Supply Rate section of this Rider. Rates are reconciled on a semi-annual basis in accordance with the Default Service Supply Rate section of this Rider. The rates shall include an adjustment to reconcile revenue and expense for each Application Period. The EV TOU Supply Rate rates shall be determined to the nearest one-thousandth of one (1) mill per kilowatt-hour and shall be applied to all kilowatt-hours billed for EV TOU Supply Rate rates provided during the billing month.

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During the pilot, the EV TOU Supply ~~Rate~~ rates will apply to all load associated with the applicable meter ~~for customers who elect the WholeHome option.~~

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~~During the pilot, the EV TOU Supply Rate rates will apply to all load associated with the customer’s EV usage for customers who elect the EV Only option.~~

(C)

$$DSS = [(CA + (SLR + GRN + DSS_a + E)/S_a) * F * TOUF + DSS_b/S_b] * [1/(1 - T)]$$

(C)

Where:

DSS = Default Service Supply rate as defined above, with the addition of the EV-TOU Rate Factors.

(C)

(C) – Indicates Change

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 8 – DEFAULT SERVICE SUPPLY – (Continued)

(Applicable to Rate Schedules RS, RH, RA, GS/GM, GMH, AL, SE, SM, SH, UMS and PAL)

CALCULATION OF RATE

ELECTRIC VEHICLE TIME-OF-USE SUPPLY RATE PILOT (“EV TOU SUPPLY RATE PILOT”) – (Continued)

TOUF = EV TOU Rate Factors (as defined below), updated annually when DSS rates are updated, to become effective June 1st of each year, will be utilized to derive the Peak, Off-Peak, and Super Off-Peak rates for the customer class based on its respective energy consumption patterns and capacity requirements, as approved in the Company’s most recent DSP proceeding at Docket No. P-2024-~~XXXXXXXX~~3048592.

Electric Vehicle Time-of-Use Supply Rate Factors									
Application Period	Residential RS, RH, RA			Small C&I ⁽¹⁾ GS, GM<25, GMH<25			Medium C&I GM & GMH ≥ 25kW < 200 kW		
	PK ⁽²⁾	OFF ⁽³⁾	SUP ⁽⁴⁾	PK ⁽²⁾	OFF ⁽³⁾	SUP ⁽⁴⁾	PK ⁽²⁾	OFF ⁽³⁾	SUP ⁽⁴⁾
June 1, 2025, through May 31, 2026	X.XX	X.XX	X.XX	X.XX	X.XX	X.XX	X.XX	X.XX	X.XX
June 1, 2026, through May 31, 2027	X.XX	X.XX	X.XX	X.XX	X.XX	X.XX	X.XX	X.XX	X.XX
June 1, 2027, through May 31, 2028	X.XX	X.XX	X.XX	X.XX	X.XX	X.XX	X.XX	X.XX	X.XX
June 1, 2028, through May 31, 2029	X.XX	X.XX	X.XX	X.XX	X.XX	X.XX	X.XX	X.XX	X.XX

⁽¹⁾Rate Schedule UMS is not eligible for the Electric Vehicle Time-of-Use Supply Rate.

⁽²⁾Denotes Peak

⁽³⁾Denotes Off-Peak

⁽⁴⁾Denotes Super Off-Peak

ANNUAL RECONCILIATION

The Company will file with the Commission an annual reconciliation statement of the revenues, expenses and resulting over and under recovery for the twelve (12) months beginning February 1 and ending January 31 of the following year, in accordance with 66 Pa. C.S. § 1307(e), by March 1 for each service class. An annual reconciliation statement shall be prepared separately for the Residential, Small Commercial & Industrial and Medium Commercial & Industrial customer classes.

The standard DSS rate and EV TOU Supply rate over/under collections will be calculated in total for each procurement class.

~~**ELECTRIC VEHICLE TIME-OF-USE SUPPLY RATE PILOT (“EV ONLY TOU Pilot”)**~~

~~**SPECIAL TERMS AND CONDITIONS**~~

~~1. Available for up to 1,500 eligible residential customers on a first come, first served basis.~~

(C) – Indicates Change

ISSUED: XXXXX X, XXXX

EFFECTIVE: XXXX X, XXXX

~~STANDARD CONTRACT RIDERS (Continued)~~

~~(C)~~

~~RIDER NO. 8 - DEFAULT SERVICE SUPPLY (Continued)~~

~~(Applicable to Rate Schedules RS, RH, RA, GS/GM, GMH, AL, SE, SM, SH, UMS and PAL)~~

~~EV-ONLY ELECTRIC VEHICLE TIME-OF-USE SUPPLY RATE PILOT ("EV-ONLY TOU PILOT")~~

~~SPECIAL TERMS AND CONDITIONS (Continued)~~

- ~~2. The customer must have a Company qualified Level 2 charging station or electric vehicle to enroll in the EV Only TOU Pilot. A list of Company qualified charging stations and electric vehicles will be published on the Company's electric vehicle section of its website at duquesnelight.com.~~
- ~~3. The Company will select a managed charging vendor that can manage Company qualified charging stations and electric vehicles for the EV Only TOU Pilot.~~
- ~~4. The Company is granted permission to utilize a third party vendor to access electric vehicle telematics or charging station data or similar data for enrolled customers as part of the EV Only TOU Pilot. This information will be provided to the Company by the third party vendor and will be utilized to bill the EV Only TOU customer. Eligible residential customers enrolling in the EV Only TOU Pilot consent to the Company using their charging station or electric vehicle telematics or similar data for billing purposes with written authorization, as applicable.~~
- ~~5. The customer will be responsible for the accuracy, network connectivity, and overall maintenance of their charging station or electric vehicle telematics to ensure the transmission of their EV data.~~
- ~~6. The customer retains their right to file a billing complaint at the PUC.~~
- ~~7. Customers enrolled in the EV Only option under the EV TOU Supply Rate Pilot must also enroll in the EV Only option under Rider No. 4 - EV TOU Distribution Rate Pilot. Customers selecting the WholeHome option under the EV TOU Supply Rate Pilot are not permitted to enroll in the EV Only option under Rider No. 4 - EV TOU Distribution Rate Pilot.~~
- ~~8. The Company may unenroll customers from the Pilot if they do not remain in good standing, signifying that the customer account is active, does not have a past due balance or an outstanding payment arrangement at the time of enrollment, and has demonstrated a timely payment history.~~
- ~~9. The Company reserves the right to inspect, at all reasonable times, the customer's circuitry to determine that the load served under the terms of this Rider is as defined herein.~~
- ~~10. If the Company finds, in its sole judgment, that the conditions of this EV Only TOU Pilot are being violated, it may discontinue application of the EV Only TOU Pilot and bill all usage pursuant to the applicable Rate Schedule.~~
- ~~11. Customer enrollment is dependent on continuously meeting the Applicability provisions and Special Terms and Conditions of this Rider. If the Company finds, in its sole judgment, that the conditions of this Rider are being violated, it may terminate the customer from the Pilot with notice.~~

~~(C) - Indicates Change~~

~~ISSUED: XXXXX X, XXXX~~

~~EFFECTIVE: XXXX X, XXXX~~

STANDARD CONTRACT RIDERS - (Continued)

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RIDER NO. 8 – DEFAULT SERVICE SUPPLY – (Continued)

(Applicable to Rate Schedules RS, RH, RA, GS/GM, GMH, AL, SE, SM, SH, UMS and PAL)

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MISCELLANEOUS

Minimum bills shall not be reduced by reason of the DSS. DSS charges shall not be a part of the monthly rate schedule minimum nor be subject to any credits or discounts.

Application of the DSS shall be subject to continuous review and audit by the Commission at intervals it shall determine.

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 9 – DAY-AHEAD HOURLY PRICE SERVICE – (Continued)

(Applicable to Rates GS/GM, GMH, GL, GLH, L and HVPS and Generating Station Service)

MONTHLY CHARGES – (Continued)

PJM Ancillary Service Charges and Other PJM Charges – (Continued)

PJM_S= PJM Surcharge is a pass-through of the charges incurred by the Company for grid management and administrative costs associated with membership and operation in PJM. These are the charges incurred by the Company under PJM Schedules 9 and 10 to provide hourly price service.

R_D = Reactive supply service charge in \$/MW-day to serve the customer’s load as calculated under the PJM Tariff Schedule 2.

B_D = Black start service charge in \$/MW-day to serve the customer’s load as calculated under the PJM Tariff Schedule 6A.

Fixed Retail Administrative Charge

FRA = The Fixed Retail Administrative Charge in \$ per MWH. The Fixed Retail Administrative Charge consists of the sum of administrative charges for the suppliers providing hourly price service (as determined by a competitive solicitation process) and for the Company to obtain supply and administer this service. Default service supply-related costs shall include the cost of preparing the company’s default service plan filing and working capital costs associated with default service supply. The Company will recover these costs over the default service plan period as defined in the Commission’s order at Docket No. ~~P-2021-3024750~~ P-2024-3048592.

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The supplier charges shall be based on the winning bids in the Company’s most recent solicitation for supply of hourly price default service.

The Company’s administrative charges shall be based on an amortization of the costs incurred by the Company to acquire generation supply from any source for the Medium (≥ 200 kW) Customer Class and Large C&I Customer Class during the most recent twelve-month (12-month) period ended May 31st (as determined by amortizing such costs over a 12-month period) plus the amortization of the cost of administering the hourly price service over the duration of the default service plan, including any unbundled costs of preparing the Company’s default service plan filing and working capital costs associated with default service supply.

This charge shall also include the Company’s costs associated with any Commission approved solar contracts and its administration, if applicable, in \$ per MWh. The proceeds of any solar energy, capacity, ancillary services and solar AECs that are acquired and in excess of those allocated to default service suppliers, and sold into the market, will be netted against solar contract costs.

Application Period	FRA \$/MWH
June 1, 2025, through May 31, 2026	\$X.XX
June 1, 2026, through May 31, 2027	\$X.XX
June 1, 2027, through May 31, 2028	\$X.XX
June 1, 2028, through May 31, 2029	\$X.XX

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(C) – Indicates Change

STANDARD CONTRACT RIDERS - (Continued)**RIDER NO. 9 – DAY-AHEAD HOURLY PRICE SERVICE – (Continued)****(Applicable to Rates GS/GM, GMH, GL, GLH, L and HVPS and Generating Station Service)****NOTIFICATION AND ELECTION OF SERVICE**

Customers may elect to purchase their supply requirements through this rider at any time according to the requirements of Rule No. 45. Customers that do not elect service with an EGS will default to hourly price service under this rider.

ANNUAL RECONCILIATION

The Company will file with the Commission a reconciliation statement of the revenues, expenses and resulting over and under recovery for the eight (8) months beginning June 1, 2017, and ending January 31, 2018, in accordance with 66 Pa. C.S. § 1307(e), by March 1, 2018. Thereafter, the Company will file with the Commission an annual reconciliation statement of the revenues, expenses and resulting over and under recovery for the twelve (12) months beginning February 1 and ending January 31 of the following year, in accordance with 66 Pa. C.S. § 1307(e), by March 1. The Company recovers the net-metered excess generation cost as an expense in the over/under collection within the Company's 1307(e) reconciliation. The reconciliation statement will reconcile actual revenue and actual expense associated with the Company's portion of the FRA.

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GENERAL

The Supply Charges are intended to recover the market costs of providing Default Service to customers in PJM as these costs may change or be redefined from time to time. The Supply Charges shall be calculated using the formula and prices referenced above, but may be revised from time to time, as necessary, to reflect changes in PJM rules and charges. The Company is required to include renewable energy sources as a component of providing POLR service. The Company will pass-through the charges required to comply with the Alternative Energy Portfolio Standards (AEPS) as those compliance requirements change. The formula is illustrative to reflect the charges in the PJM tariff and is subject to change at any time, as PJM rules, charges or market parameters change.

STANDARD CONTRACT RIDERS - (Continued)**RIDER NO. 21 – NET METERING SERVICE – (Continued)****(Applicable to Rates RS, RH, RA, GS/GM, GMH, GL, GLH and L)****BILLING PROVISIONS - (Continued)**

1. If the Company supplies more kilowatt-hours of electricity than the customer-generator facility feeds back to the Company's system during the billing period, all charges of the appropriate rate schedule shall be applied to the net kilowatt-hours of electricity that the Company supplied. The customer-generator is responsible for the customer charge, demand charge and other applicable charges under the applicable Rate Schedule.
2. For customer-generators involved in virtual meter aggregation programs, a credit shall be applied first to the meter through which the generating facility supplies electricity to the distribution system, then through the remaining meters for the customer-generator's account equally at each meter's designated rate. Virtual meter aggregation is the combination of readings and billing for all meters regardless of rate class on properties owned or leased and operated by a customer-generator by means of the Company's billing process, rather than through physical rewiring of the customer-generator's property for a physical, single point of contact. The customer-generators are responsible for the customer charge, demand charge and other applicable charges under the applicable Rate Schedule.

BILLING PROVISIONS FOR
ELECTRIC VEHICLE TIME-OF-USE SUPPLY RATE PILOT ("EV TOU SUPPLY RATE PILOT")
CUSTOMER GENERATORS

(C)

(Applicable to Rates RS, RH, RA, GS/GM and GMH)

The following billing provisions apply to customer-generators that take service on Rider No 8 – Default Service Supply and are on EV TOU Supply rates.

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1. The EV TOU Supply Rate customer-generator will receive a credit for each kilowatt-hour received by the Company up to the total amount of electricity delivered to the Customer during the billing period at the full retail rate consistent with Commission regulations. If an EV TOU Supply Rate customer-generator supplies more electricity to the Company than the Company delivers to the customer-generator in a given billing period, the Company will maintain an active record of the excess kilowatt hours produced at the customer-generators premise in a "bank". If an EV TOU Supply Rate customer-generator supplies more electricity to the Company than the Company delivers to the customer-generator in a given billing period, the excess kilowatt hours shall be carried forward and credited against the EV TOU Supply Rate customer generator's usage in a subsequent billing period at the full retail rate. If, in a subsequent billing period, a customer consumes more electricity than produced, kilowatt-hours will be pulled from the customer's bank on a first in first out basis. Any excess kilowatt hours shall continue to accumulate and credit against usage for the 12 month period ending May 31st. On an annual basis, the Company will compensate the customer-generator for kilowatt-hours remaining in the bank on May 31st, at the applicable Price To Compare at the time the excess kilowatt-hours were banked. The customer-generator is responsible for the customer charge, demand charge and other applicable charges under the applicable Rate Schedule.

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(C) – Indicates Change

ISSUED: XXXXX X, XXXX

EFFECTIVE: XXXX X, XXXX

STANDARD CONTRACT RIDERS - (Continued)

RIDER NO. 21 – NET METERING SERVICE – (Continued)

(Applicable to Rates RS, RH, RA, GS/GM, GMH, GL, GLH and L)

**BILLING PROVISIONS FOR
ELECTRIC VEHICLE TIME-OF-USE SUPPLY RATE PILOT (“EV-TOU SUPPLY RATE PILOT”)
CUSTOMER GENERATORS – (Continued)**

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(Applicable to Rates RS, RH, RA, GS/GM and GMH)

(C)

1. If the Company supplies more kilowatt-hours of electricity than the customer-generator supplies during the billing period, all charges of the appropriate rate schedule shall be applied to the net kilowatt-hours of electricity that the Company supplied. The customer-generator is responsible for the customer charge, demand charge and other applicable charges under the applicable Rate Schedule.

3. If an eligible customer-generator wishes to no longer be enrolled in the EV TOU Supply Rate Pilot and switches to the standard default service supply product, any excess kilowatt hours banked and remaining from the EV TOU Supply period will be used, as applicable, for the remaining portion of the 12 month period ending May 31 and the Company shall compensate for any excess kilowatt hours that are banked at the Price To Compare in effect at the time.

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NET METERING PROVISIONS FOR SHOPPING CUSTOMERS

1. Customer-generators may take net metering services from EGSs that offer such services.

2. If a net-metering customer takes service from an EGS, the Company will credit the customer for distribution charges for each kilowatt hour produced by the customer-generator, up to the total amount of kilowatt-hours delivered to the customer by the Company during the billing period. If a customer-generator supplies more electricity to the electric distribution system than the Company delivers to the customer-generator in a given billing period, the excess kilowatt hours shall be carried forward and credited against the customer-generator’s usage in subsequent billing periods at the Company’s distribution rates. Any excess kilowatt hours shall continue to accumulate for the 12 month period ending May 31. Any excess kilowatt hours at the end of the 12 month period will not carry over to the next year for distribution charge purposes. The customer-generator is responsible for the customer charge, demand charge and other applicable charges under the applicable Rate Schedule.

3. If the Company delivers more kilowatt-hours of electricity than the customer-generator facility feeds back to the Company’s system during the billing period, all charges of the applicable rate schedule shall be applied to the net kilowatt-hours of electricity that the Company delivered. The customer-generator is responsible for the customer charge, demand charge and other applicable charges under the applicable Rate Schedule.

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~~STANDARD CONTRACT RIDERS (Continued)~~

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~~RIDER NO. XX – GREEN TARIFF PILOT PROGRAM~~

~~Applicable to Rate Schedules RS, RH and RA~~

~~PURPOSE~~

~~The Green Tariff Pilot Program (“Green Tariff”) Rider sets forth the eligibility, terms, and conditions applicable to residential customers who elect to participate.~~

~~PILOT DESCRIPTION~~

~~The Green Tariff offers eligible Rider No. 8 – Default Service Supply (“DSS”) customers with an opportunity to procure an additional quantity of zero-carbon Energy Attribute Certificates (EACs) above the amount they already receive through participation in DSS. The additional EACs provided under this Rider will be procured through annual competitive solicitations conducted by Duquesne Light Company (“Duquesne Light” or “Company”) and the Independent Market Monitor. Duquesne Light requires the Green Tariff provider to procure and submit to the Company the additional EACs associated with carbon-free generation located within Pennsylvania, corresponding to seven percent (7%) of the billed usage of all customers subscribed to the Green Tariff. This will adhere to a fixed-price, full requirements contract, agreed to at the time of procurement.~~

~~ELIGIBILITY~~

~~The Green Tariff is available for up to 5,000 customers who elect to enroll in the Pilot Program on a first-come, first-served basis and who (i) are served under Rate Schedules RS, RH, and RA; (ii) receive default service supply from the Company under Rider No. 8 – DSS; and (iii) are not enrolled in the Company’s Customer Assistance Program (“CAP”). To receive the additional quantity of EACs procured under the Green Tariff, customers must affirmatively choose to enroll in the Green Tariff. A customer may choose to unenroll in the Green Tariff at any time in accordance with the switching protocols in Rule No. 45.1.~~

~~GREEN TARIFF CHARGE~~

<u>Application Period</u>	<u>Green Tariff Charge – ¢/kWh</u>
June 1, 2025, through May 31, 2026	X.XX
June 1, 2026, through May 31, 2027	X.XX
June 1, 2027, through May 31, 2028	X.XX
June 1, 2028, through May 31, 2029	X.XX

~~The Company provides default service supply under this Rider under the same terms, conditions, and charges as Rider No. 8 – DSS. The charges for the additional zero-carbon purchases (EACs) procured in the Green Tariff are calculated based on the results of a competitive solicitation process held annually for service under this Rider and the Green Tariff Charge will be effective as defined in the above table.~~

~~PROCUREMENT PROCESS~~

~~The Company will conduct a competitive auction solicitation for the additional EACs supplied under the Green Tariff separately from the Company’s default service electricity supply products. The solicitation process for the~~

~~(C) – Indicates Change~~

~~STANDARD CONTRACT RIDERS (Continued)~~

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~~RIDER NO. XX GREEN TARIFF PILOT PROGRAM (Continued)~~

~~Applicable to Rate Schedules RS, RH and RA~~

~~PROCUREMENT PROCESS (Continued)~~

~~additional EACs will be monitored by an independent third-party evaluator. The winning bidder is responsible for providing EACs sufficient to cover seven percent (7%) of the billed usage of all customers enrolled in the Green Tariff. The winning bidder will be the provider that bids the lowest fixed price per EAC in each solicitation and will be selected to provide the additional EACs. The Company will issue a competitive solicitation prior to the beginning of each Application Period to update the Green Tariff Charge. Solicitations will occur once per year in or around March, resulting in a single annual price for the additional EACs purchased under the Green Tariff for the stated Application Period.~~

~~The Company will update the Green Tariff Charge according to the schedule in the above table. The updated Green Tariff Charge will be based on the price from the selected winning bidder through the competitive solicitation process. The new Green Tariff Charge shall be filed with the Commission no less than sixty (60) days prior to the start of the next Application Period.~~

~~CONTINGENCY PLAN~~

~~The Company will not offer (or will discontinue) the Green Tariff during the applicable Application Period in the event it does not receive any bids to supply Green Tariff EACs. If the Green Tariff provider defaults, the Company will provide the balance of the EACs through spot market purchases until such time that a new supplier was selected.~~

~~MONTHLY CHARGE~~

~~The Monthly Charge shall be determined based on the formula described in this section.~~

$$\text{Monthly Charge} = (7\% * \text{Billed Usage}) * \text{GTC}_{\text{EAC}}$$

~~Where:~~

~~Billed Usage = The billed kilowatt-hour usage of a customer enrolled in the Green Tariff.~~

~~GTC = Green Tariff Charge, in units of cents (¢) per kilowatt-hour, to be applied to each additional EAC based on the lowest bid price for the provision of Green Tariff EACs in the competitive solicitation corresponding to the Application Period.~~

~~COST RECOVERY MECHANISM~~

~~The costs of the additional EACs in the Green Tariff will be recovered monthly from participating Green Tariff customers. The costs associated with any Commission approved Green Tariff administration will be recovered from customers as stated in Rider No. 8 Default Service Supply. Green Tariff customer bills will include a separate line item equal to the Monthly Charge.~~

APPENDIX A – (Continued)**TRANSMISSION SERVICE CHARGES – (Continued)****(Applicable to All Rates)****ANNUAL UPDATE - (Continued)****For Rate Schedules AL, SE, SM, SH and PAL:**

The annual revenue requirement and over or under collection shall be allocated to each rate class for cost recovery based on the rate class contribution to the coincident peak load from the previous calendar year. PJM charges that are load based will also be allocated to each rate class for cost recovery based on the rate class contribution to the coincident peak load. PJM charges that are energy based will be billed on a per kWh basis. All such charges will be adjusted for Pennsylvania gross receipts tax. For rate schedules SM, SH and PAL, a kWh charge will be determined to recover the allocated revenue requirement and PJM charges. An equivalent fixed monthly charge will be determined based on the monthly kWh usage applicable for each fixture.

Where:

- TSC = Transmission service charge to be applied to all Transmission billing units (either kWh or kW, as indicated.)
- RCRR = Projected total revenue requirement and PJM charges established for the computation year of June 1st through May 31st, corresponding to the PJM planning year. The revenue requirement shall be allocated to the specific rate classes by applying the ratio of the RC1CP to the Duquesne Zone 1CP for the prior year. PJM charges shall be allocated to each rate class on the basis incurred (i.e. 1CP, kW, kWh).
- “e” = Total over or under collection calculated by comparing total TSC revenues billed to the specific rate class during the reconciliation year of the twelve month period ending February 28th or 29th to the total charges billed by PJM under its OATT as approved or accepted by FERC and allocated to the specific rate class based upon its Default Service share of the Duquesne Zone 1CP for the prior year, including applicable interest. Interest shall be computed monthly at the rate provided for in Title 52 Pa. Code §54.190(c), from the month the over collection or under collection occurs to the effective month that the over collection is refunded or the under collection is recouped. The Company recovers the net-metered excess transmission cost as an expense in the over/under collection within the Company’s 1307(e) reconciliation. (C)
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- RCSales = Projected kWh sales for the specific rate class for the computation year.
- RCDemand = Projected kW billing demand for the specific rate class for the computation year.
- RC1CP = Rate Class load coincident with the peak hour of the peak day of the Duquesne Zone during the calendar year prior to the computation year.
- T = The total Pennsylvania Gross Receipts Tax rate in effect during the billing month, expressed in decimal form.

(C) – Indicates Change

ISSUED: XXXXX X, XXXX

EFFECTIVE: XXXX X, XXXX

APPENDIX B

SUPPLIER TARIFF

SUPPLEMENT NO. XX
TO ELECTRIC – PA. P.U.C. NO. 3S

DUQUESNE LIGHT COMPANY

ELECTRIC GENERATION SUPPLIER COORDINATION TARIFF

Issued By

DUQUESNE LIGHT COMPANY

411 Seventh Avenue
Pittsburgh, PA 15219

Kevin E. Walker
President and Chief Executive Officer

Issued: XXXXX X, XXXX

Effective: XXXX X, XXXX

Issued pursuant to the Commission's Order
entered XXXXXXXX XX, XXXX, at Docket No. P-2024-3048592.

NOTICE

**THIS TARIFF SUPPLEMENT ADDS A RULE AND UPDATES LANGUAGE
IN AN EXISTING RULE AND RIDER**

See Page Two

LIST OF MODIFICATIONS MADE BY THIS TARIFF

CHANGES

Rule No. 5.4.1.1 EGS Customers Transitioning to the Company's Customer Assistance Program ("CAP") **Xxxxx Revised Page No. 20**
Cancelling Xxxxxx Revised Page No. 20

Rule No. 5.4.1a has been added to Tariff No. 3S to denote that EGSs shall not charge and/or bill any early termination, cancellation, or other add-on fees to customers transitioning from the EGS to the Company's CAP.

Rule No. 12.1.7 Purchase of EGS Receivables (POR) Program **Xxxxx Revised Page No. 30A**
Cancelling Xxxxx Revised Page No. 30A

The POR Program dates defined in Rule No. 12.1.7 have been updated to reflect the DSP X filing.

Standard Offer Program ("SOP") Cost Recovery Rider **Xxxxx Revised Page No. 42B**
Cancelling Xxxxx Revised Page No. 42B

The Company's Standard Offer Program is ending on May 31, 2025. Therefore, language has been added to indicate that effective June 1, 2025, the Standard Offer Program will no longer be available.

Language has been modified to reflect SOP implementation and subsequent filings.

Language has been added to reflect the link where the SOP's rules and documentation may be found on the Company's website.

RULES AND REGULATIONS - (Continued)

5. DIRECT ACCESS PROCEDURES - (Continued)

5.4 PROVISIONS RELATING TO AN EGS'S CUSTOMERS

5.4.1 ARRANGEMENTS WITH EGS CUSTOMERS EGSs shall be solely responsible for having appropriate contractual or other arrangements with their customers necessary to implement direct access consistent with all applicable laws, Pennsylvania Public Utility Commission requirements, and this tariff. The Company shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements.

5.4.1.1 EGS CUSTOMERS TRANSITIONING TO THE COMPANY'S CUSTOMER ASSISTANCE PROGRAM ("CAP") Beginning June 1, 2025, EGSs shall not charge any early termination, cancellation, or other add-on fees to customers transitioning to CAP. Duquesne Light will not be responsible for ensuring EGS compliance with this CAP rule and will not be required to monitor compliance. Customers and/or other appropriate parties retain all rights to file a complaint with the Commission to address potential EGS compliance issues.

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5.4.2 TRANSFER OF COST OBLIGATIONS BETWEEN EGSS AND CUSTOMERS Nothing in this tariff is intended to prevent an EGS and a customer from agreeing to reallocate between them any charges that this tariff imposes on the EGS, provided that any such agreement shall not change in any way the EGS's obligation to pay such charges to the Company, and that any such agreement shall not confer upon the Company any right to seek recourse directly from the EGS's customer for any charges owed to the Company by the EGS.

5.4.3 CUSTOMER OBLIGATIONS Customers of an EGS remain bound by the rules and requirements of the applicable EDC Tariff under which they receive service from the Company.

5.4.4 If the Company elects to change the supplier agreement identification number for a customer receiving generation service from an EGS, the Company will notify the EGS of the change in supplier agreement identification number at the same customer location, via electronic exchange.

(C) – Indicates Change

RULES AND REGULATIONS - (Continued)

12. PAYMENT AND BILLING – (Continued)

12.1.7 PURCHASE OF EGS RECEIVABLES (POR) PROGRAM Duquesne will purchase the accounts receivable, without recourse, associated with EGS sales of retail electric commodity, composed of generation and transmission services, to residential customers and commercial and industrial (“C&I”) customers with monthly metered demand less than 300 kW within Duquesne’s service territory. Eligible customers are those customers taking delivery service under the Company’s retail tariff Rate RS, RH, RA, GS/GM and GMH, and who purchase their electric commodity requirements from the EGS through consolidated billing with the Company. Upon request, an EGS shall provide a written certification to Duquesne that the EGS is providing only basic electric supply to residential customers billed through consolidated billing with the Company. Commercial and industrial customers will be separated into two categories for purposes of the Purchase Price Discount discussed in Section 12.1.7.2. Small C&I customers will be those customers with monthly metered demand less than 25 kW and Medium C&I customers will be those customers with monthly metered demand equal to or greater than 25 kW. The classification of customers as less than or equal to or greater than 25 kW is discussed in detail in the Company’s retail tariff Rate GS/GM and Rate GMH. Under the POR program, Duquesne will reimburse EGSs for their customer billings regardless of whether Duquesne receives payment from the customer, subject to the limitations set forth below. Duquesne will seek to recover the EGS receivables from EGS customers consistent with Duquesne’s existing collection procedures for recovery of billings to default service customers, and incur any uncollectible costs related to billings for EGSs. The term of the POR program defined herein will become effective June 1, 2025, and will remain in effect as described and will terminate on May 31, 2029.

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12.1.7.1 ELIGIBILITY REQUIREMENTS EGSs that choose Duquesne’s consolidated billing option for all or a portion of their eligible customer accounts will be required to sell their accounts receivable to Duquesne for those customers for whom Duquesne issues a consolidated bill. (EGSs may continue to issue their own bills through Dual Billing for commodity service, for all or a portion of their customers, but will not be eligible to participate in the POR program for those customers that receive Dual Billing.) EGSs may choose to participate in the POR program with consolidated billing at any time during the term of the POR program as long as the EGS does not remove customer accounts from consolidated billing. A customer whose service is terminated or who voluntarily switches from the EGS’ service to another generation provider is not considered to have been removed by the EGS from consolidated billing and the POR program.

EGSs participating in this POR program will agree not to reject for enrollment a new customer covered by the program based on credit-related issues. Any customer who wishes to be served by an EGS participating in the POR program will be accepted by the EGS if that EGS is actively serving the rate class to which that customer belongs.

12.1.7.2 PURCHASE PRICE DISCOUNT Participating EGSs’ applicable electric commodity receivables will be purchased at a discount. The discount rate will be 0.10% for incremental, ongoing operating and administrative expenses associated with the POR Program related to these customers.

(C) – Indicates Change

STANDARD OFFER PROGRAM COST RECOVERY

Effective June 1, 2025, the Company's Standard Offer Program ("SOP") will no longer be available. (C)

BACKGROUND

In compliance with Commission Order dated July 16, 2013, at Docket No. P-2012-2301664, the Company implemented a Standard Offer Program ("SOP"). Since implementation, Duquesne has continuously offered an SOP as provided for at Docket No. P-2014-2418242 and Docket No. P-2020-3019522. (C)
(C)
(C)

Under the SOP, EGSs can submit applications agreeing to become SOP Suppliers and provide a Standard Offer that is a fixed price product seven percent (7%) lower than Duquesne Light's Price to Compare ("PTC"), in effect at the time of the offer, for a twelve-month (12-month) period.

Complete SOP rules and documentation may be found at <https://duquesnelight.com/working-with-us/electric-generation-suppliers>. (C)

SUPPLIER CHARGES

As approved by the Commission in the proceeding at Docket No. P-2020-3019522, the Company will charge each SOP Supplier a Customer Acquisition Fee that will be applied to the number of referrals submitted by Duquesne Light and/or its vendor to the SOP Supplier.

CUSTOMER ACQUISITION FEE

The Customer Acquisition Fee for each referral submitted will be \$30.00.

BILLING AND PAYMENT

The Company will bill the participating SOP Suppliers on a monthly basis. All charges are due and payable within 30 days. There are two methods of payment:

A check made payable to Duquesne Light Company and mailed to:

Duquesne Light Company
Attn: Supplier Service Center
411 Seventh Avenue
14th Floor, MD 14-1
Pittsburgh, PA 15219

or through a wire/ACH transfer per Company instructions.

If an SOP Supplier fails to make the required payment, Duquesne Light may reduce the amount due to that SOP Supplier from that SOP Supplier's next Purchase of Receivable ("POR") payment by the SOP amount due (but not from amounts that are subject to a bona fide POR payment dispute).

(C) – Indicates Change

~~EXHIBIT NO. DBO-7~~

SUPPLEMENT NO. XX
TO ELECTRIC – PA. P.U.C. NO. 3S

DUQUESNE LIGHT COMPANY

ELECTRIC GENERATION SUPPLIER COORDINATION TARIFF

Issued By

DUQUESNE LIGHT COMPANY

411 Seventh Avenue
Pittsburgh, PA 15219

Kevin E. Walker
President and Chief Executive Officer

Issued: XXXXX X, XXXX

Effective: XXXX X, XXXX

Issued pursuant to the Commission's Order
entered XXXXXXXX XX, XXXX, at Docket No. P-2024-~~XXXXXXXX~~[3048592](#).

NOTICE

THIS TARIFF SUPPLEMENT **ADDS A RULE AND** UPDATES LANGUAGE
IN AN EXISTING RULE AND RIDER

See Page Two

LIST OF MODIFICATIONS MADE BY THIS TARIFF

CHANGES

Rule No. 5.4.1.1 EGS Customers Transitioning to the Company's Customer Assistance Program ("CAP") Xxxxx Revised Page No. 20
Cancelling Xxxxxx Revised Page No. 20

Rule No. 5.4.1a has been added to Tariff No. 3S to denote that EGSs shall not charge and/or bill any early termination, cancellation, or other add-on fees to customers transitioning from the EGS to the Company's CAP.

Rule No. 12.1.7 Purchase of EGS Receivables (POR) Program **Xxxxx Revised Page No. 30A**
Cancelling Xxxxx Revised Page No. 30A

The POR Program dates defined in Rule No. 12.1.7 have been updated to reflect the DSP X filing.

Standard Offer Program ("SOP") Cost Recovery Rider **Xxxxx Revised Page No. 42B**
Cancelling Xxxxx Revised Page No. 42B

The Company's Standard Offer Program is ending on May 31, 2025. Therefore, language has been added to indicate that effective June 1, 2025, the Standard Offer Program will no longer be available.

Language has been modified to reflect SOP implementation and subsequent filings, ~~including the docket number for the DSP X filing.~~

Language has been added to reflect the link where the SOP's rules and documentation may be found on the Company's website.

RULES AND REGULATIONS - (Continued)

5. DIRECT ACCESS PROCEDURES - (Continued)

5.4 PROVISIONS RELATING TO AN EGS'S CUSTOMERS

5.4.1 ARRANGEMENTS WITH EGS CUSTOMERS EGSs shall be solely responsible for having appropriate contractual or other arrangements with their customers necessary to implement direct access consistent with all applicable laws, Pennsylvania Public Utility Commission requirements, and this tariff. The Company shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements.

5.4.1.1 EGS CUSTOMERS TRANSITIONING TO THE COMPANY'S CUSTOMER ASSISTANCE PROGRAM ("CAP") Beginning June 1, 2025, EGSs shall not charge any early termination, cancellation, or other add-on fees to customers transitioning to CAP. Duquesne Light will not be responsible for ensuring EGS compliance with this CAP rule and will not be required to monitor compliance. Customers and/or other appropriate parties retain all rights to file a complaint with the Commission to address potential EGS compliance issues.

(C)

5.4.2 TRANSFER OF COST OBLIGATIONS BETWEEN EGSS AND CUSTOMERS Nothing in this tariff is intended to prevent an EGS and a customer from agreeing to reallocate between them any charges that this tariff imposes on the EGS, provided that any such agreement shall not change in any way the EGS's obligation to pay such charges to the Company, and that any such agreement shall not confer upon the Company any right to seek recourse directly from the EGS's customer for any charges owed to the Company by the EGS.

5.4.3 CUSTOMER OBLIGATIONS Customers of an EGS remain bound by the rules and requirements of the applicable EDC Tariff under which they receive service from the Company.

5.4.4 If the Company elects to change the supplier agreement identification number for a customer receiving generation service from an EGS, the Company will notify the EGS of the change in supplier agreement identification number at the same customer location, via electronic exchange.

(C)

(C) – Indicates Change

RULES AND REGULATIONS - (Continued)

12. PAYMENT AND BILLING – (Continued)

12.1.7 PURCHASE OF EGS RECEIVABLES (POR) PROGRAM Duquesne will purchase the accounts receivable, without recourse, associated with EGS sales of retail electric commodity, composed of generation and transmission services, to residential customers and commercial and industrial (“C&I”) customers with monthly metered demand less than 300 kW within Duquesne’s service territory. Eligible customers are those customers taking delivery service under the Company’s retail tariff Rate RS, RH, RA, GS/GM and GMH, and who purchase their electric commodity requirements from the EGS through consolidated billing with the Company. Upon request, an EGS shall provide a written certification to Duquesne that the EGS is providing only basic electric supply to residential customers billed through consolidated billing with the Company. Commercial and industrial customers will be separated into two categories for purposes of the Purchase Price Discount discussed in Section 12.1.7.2. Small C&I customers will be those customers with monthly metered demand less than 25 kW and Medium C&I customers will be those customers with monthly metered demand equal to or greater than 25 kW. The classification of customers as less than or equal to or greater than 25 kW is discussed in detail in the Company’s retail tariff Rate GS/GM and Rate GMH. Under the POR program, Duquesne will reimburse EGSs for their customer billings regardless of whether Duquesne receives payment from the customer, subject to the limitations set forth below. Duquesne will seek to recover the EGS receivables from EGS customers consistent with Duquesne’s existing collection procedures for recovery of billings to default service customers, and incur any uncollectible costs related to billings for EGSs. The term of the POR program defined herein will become effective June 1, 2025, and will remain in effect as described and will terminate on May 31, 2029.

(C)
(C)

12.1.7.1 ELIGIBILITY REQUIREMENTS EGSs that choose Duquesne’s consolidated billing option for all or a portion of their eligible customer accounts will be required to sell their accounts receivable to Duquesne for those customers for whom Duquesne issues a consolidated bill. (EGSs may continue to issue their own bills through Dual Billing for commodity service, for all or a portion of their customers, but will not be eligible to participate in the POR program for those customers that receive Dual Billing.) EGSs may choose to participate in the POR program with consolidated billing at any time during the term of the POR program as long as the EGS does not remove customer accounts from consolidated billing. A customer whose service is terminated or who voluntarily switches from the EGS’ service to another generation provider is not considered to have been removed by the EGS from consolidated billing and the POR program.

EGSs participating in this POR program will agree not to reject for enrollment a new customer covered by the program based on credit-related issues. Any customer who wishes to be served by an EGS participating in the POR program will be accepted by the EGS if that EGS is actively serving the rate class to which that customer belongs.

12.1.7.2 PURCHASE PRICE DISCOUNT Participating EGSs’ applicable electric commodity receivables will be purchased at a discount. The discount rate will be 0.10% for incremental, ongoing operating and administrative expenses associated with the POR Program related to these customers.

(C) – Indicates Change

STANDARD OFFER PROGRAM COST RECOVERY

Effective June 1, 2025, the Company's Standard Offer Program ("SOP") will no longer be available.

(C)

BACKGROUND

In compliance with Commission Order dated July 16, 2013, at Docket No. P-2012-2301664, the Company implemented a Standard Offer Program ("SOP"). Since implementation, Duquesne has continuously offered an SOP as provided for at Docket No. P-2014-2418242, and Docket No. P-2020-3019522, ~~and Docket No. P-2024-XXXXXXX.~~

(C)
(C)
(C)
(C)

Under the SOP, EGSs can submit applications agreeing to become SOP Suppliers and provide a Standard Offer that is a fixed price product seven percent (7%) lower than Duquesne Light's Price to Compare ("PTC"), in effect at the time of the offer, for a twelve-month (12-month) period.

Complete SOP rules and documentation may be found at <https://duquesnelight.com/working-with-us/electric-generation-suppliers>.

(C)

SUPPLIER CHARGES

As approved by the Commission in the proceeding at Docket No. P-2020-3019522, the Company will charge each SOP Supplier a Customer Acquisition Fee that will be applied to the number of referrals submitted by Duquesne Light and/or its vendor to the SOP Supplier.

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If an SOP Supplier fails to make the required payment, Duquesne Light may reduce the amount due to that SOP Supplier from that SOP Supplier's next Purchase of Receivable ("POR") payment by the SOP amount due (but not from amounts that are subject to a bona fide POR payment dispute).

(C) – Indicates Change

APPENDIX C

Proposed Findings of Fact, Proposed Conclusions of Law, and Proposed Ordering Paragraphs

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PROPOSED FINDINGS OF FACT

1. Duquesne Light provides electric distribution and transmission services to approximately 600,000 customers in Allegheny and Beaver Counties, Pennsylvania.

2. Duquesne Light is a “public utility” and an “electric distribution company” as defined under the Public Utility Code, *see* 66 Pa. C.S. §§ 102 & 2803, serving customers within its certificated service territory and subject to the regulatory jurisdiction of this Commission.

3. Duquesne Light also provides default service to customers that are not being served by an electric generation supplier (“EGS”).

4. On April 19, 2024, Duquesne Light filed the above-captioned petition with the Pennsylvania Public Utility Commission (“Commission”) requesting approval for a Default Service Plan for the period of June 1, 2025 through May 31, 2029 (“DSP X,” “Default Service Plan,” or “Plan”).

5. In the Default Service Plan, Duquesne Light proposed to continue separate default supply procurements for: (1) Residential and Lighting customers, (2) Small Commercial and Industrial (“C&I”) customers, (3) Medium C&I customers with demands under 200 kW (“Medium C&I <200kW”), and (4) Medium C&I customers with demands equal to or greater than 200 kW and Large C&I customers (collectively, “HPS-Eligible”). Duquesne Light proposed to procure supplies for Residential and Lighting and Small C&I customers through the combination of twelve (12) and twenty-four (24) month fixed price, full requirements, laddered contracts. Duquesne Light proposed to supply Medium C&I <200kW default service customers through six month fixed-price full requirements supply contracts with three month terms from third-party suppliers with no laddering. Duquesne Light proposed to continue to procure supply for HPS-Eligible default service customers through the day-ahead PJM energy market prices. Duquesne Light

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proposed to continue the current structure and administration for HPS customers, to conduct an Request for Proposal (“RFP”) to supply HPS customers, and to preserve the demand threshold for HPS at ≥ 200 kW. DSP X, ¶ 7.

6. In the Default Service Plan, Duquesne Light also proposed to: continue its Electric Vehicle Time-of-Use Pilot Program (“EV-TOU”); (2) implement a Green Tariff Pilot; (3) continue the Standard Offer Program (“SOP”); (4) continue the Solar Purchase Power Plan provisions approved in DSP IX to the extent that the Company is not able to enter into a contract during the remainder of the DSP IX period; and (5) make minor amendments to the Company’s Supply Master Agreement (“SMA”). DSP X, ¶¶ 52-63; 64-70; 75-77; 71-73; 16.

7. On April 29, 2024, the Office of Consumer Advocate (“OCA”) filed an Answer to DSP X.

8. On April 30, 2024, the Commission issued a Notice to Be Published, dictating that Formal Protests, Petitions to Intervene, and Answers must be filed in accordance with Title 52 of the Pennsylvania Code on or before May 31, 2024.

9. On May 6, 2024, the Commission issued a Call-In Telephone Prehearing Conference Notice, scheduling a Prehearing Conference in this proceeding for June 7, 2024, at 9:00 a.m. before the Administrative Law Judges (“ALJ”).

10. On May 7, 2024, ALJs issued a Prehearing Conference Order, directing the submission of Prehearing Conference Memorandums on or before June 5, 2024, among other things.

11. On May 9, 2024, the Office of Small Business Advocate (“OSBA”) filed a Notice of Appearance, Notice of Intervention, Public Statement, and Verification.

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12. On May 10, 2024, the Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania (“CAUSE-PA”) filed a Petition to Intervene and Answer.
13. On May 30, 2024, the retail Energy Supply Association (“RESA”) filed a Petition to Intervene.
14. Also on May 30, 2024, NRG Energy Inc. (“NRG”) filed a Petition to Intervene.
15. On May 31, 2024, Calpine Retail Holdings, LLC (“Calpine”) filed a Petition to Intervene.
16. Also on May 31, 2024, Constellation NewEnergy, Inc. (“CNE”) and Constellation Energy Generation, LLC (“CEG”) (collectively, “Constellation”) filed a Petition to Intervene.
17. On June 7, 2024, the Prehearing Conference was held as scheduled.
18. On June 11, 2024, the Commission issued an Evidentiary Hearings Notice, scheduling Telephonic Evidentiary Hearings for August 28 and 29, 2024.
19. Also on June 11, 2024, the ALJs issued a Prehearing Order, which established the litigation schedule in this proceeding, among other things.
20. On July 12, 2024, CAUSE-PA, OCA, OSBA, and RESA submitted Direct Testimony.
21. On August 9, 2024, Duquesne Light, OCA, CAUSE-PA, and RESA submitted Rebuttal Testimony.
22. On August 22, 2024, OCA, OSBA, CAUSE-PA, and RESA submitted Surrebuttal Testimony.
23. On August 23, 2024, Counsel for Duquesne advised the ALJs via email that a Settlement in Principle had been reached.

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24. On August 28, 2024, an Evidentiary Hearing was held as scheduled, where all Parties' evidence was admitted into the Evidentiary Record.

25. Also on August 28, 2024, the ALJs issued an Interim Order Suspending Briefing Schedule and Setting Procedure for Settlement.

26. The Settlement resolves all issues related to Duquesne Light's April 19, 2024 Default Service Plan filing. *See* Settlement ¶ 33.

27. All active parties in this proceeding either support or do not oppose the Settlement. *See* Settlement ¶ 33.

28. The Settlement reflects a carefully balanced compromise of the interests of the Joint Petitioners, who represent a broad array of residential, commercial, and low income customer interests. *See* Settlement ¶ 33.

29. The Joint Petitioners agree that the Settlement is in the public interest. *See* Settlement ¶ 33.

30. The Settlement was achieved only after a comprehensive investigation of Duquesne Light's proposals set forth in its Default Service Plan. In addition to informal discovery, the active parties submitted several rounds of testimony, including the Company's direct testimony, rebuttal testimony, and surrebuttal testimony. Further, the parties engaged in numerous settlement discussions and formal negotiations, which ultimately led to the Settlement. *See* Settlement ¶ 33.

31. Paragraph 20 of the Settlement provides that the DSP X program term will be the four-year period beginning June 1, 2025 through May 31, 2029. Settlement ¶ 20. No party opposed this proposal as part of the Company's DSP X initial filing.

32. Paragraphs 21 through 23 of the Settlement dictate that: (1) the procurement plans for Residential & Lighting Customers, Commercial and Industrial ("C&I") customers, Medium

APPENDIX C

C&I customers under 200 kW, and Hourly Priced Service (“HPS”) customers are approved as filed, except that the residential load cap of 50% for wholesale suppliers shall apply on the total supplier portfolio instead of applying on a per auction basis; (2) the Company’s default service cost recovery proposals are approved as filed; and (3) the Company’s proposed SMA is approved. Settlement ¶¶ 21-23.

33. The OCA recommended that the Company’s Electric Vehicle (“EV”) time-of-use (“TOU”) rate design “should reflect the final decision in Duquesne [Light’s] pending base rate case at Docket No. R-2024-3047523 on these rate design options...” *See* OCA St. No. 2, p. 5.

34. RESA opposed the Company’s Electric Vehicle EV TOU Pilot program and asserted that: (1) the competitive market could respond more quickly than a utility as EV demand increases; (2) introduction of the program would create an unnecessary barrier to competitive market development by not sharing the EV-only usage data it plans to collect with EGSs. RESA St. No. 1, pp. 26-28.

35. The Company supported its EV TOU Pilot program, asserting that: (1) EGSs have shown limited interest in offering EV TOU options; and (2) that the Pilot provides environmental, economic and operation benefits for customers and the Company; and was supported by Commission Policy. Duquesne Light St. No. 5, pp. 5-6.

36. Paragraph 24 of the Settlement provides that the Company’s Electric Vehicle EV-TOU Pilot program is modified to exclude the EV option, with the EV whole home option being approved as filed. Settlement ¶ 24.

37. The OCA opposed the Green Tariff Pilot Program, contending that: (1) the definition of carbon free electricity (“CFE”) and the name of the program were potentially misleading; (2) the program costs were high relative to the projected cost of the energy attribute

APPENDIX C

certificates (“EAC”) to be acquired and delivered under the proposal; (3) there was a non-negligible likelihood that the proposal would fail due to lack of provider interest or customer enrollment; (4) the proposal was unnecessary; and (5) there were customer protection issues associated with the program. *See* OCA St. No. 1, p. 15-20; OCA St. No. 2, p. 18

38. RESA opposed the Green Tariff Pilot Program and contended that there was already a marketplace to deliver similar products to customers. RESA St. No. 1, pp. 22-23.

39. The Company supported the Green Tariff Pilot Program as it would: (1) mitigate the impact on electricity suppliers participating in default service auctions; (2) expand the market opportunities for EGs and/or third parties to offer green product services to residential customers; (3) minimize the impact on non-Green Tariff participants; and (4) provide a customer-friendly design to increase the likelihood of success of the pilot program. *See* Duquesne Light St. No. 1, p. 12.

40. Under Paragraph 25 of the Settlement, the Joint Petitioners have agreed that Duquesne Light withdraws its Green Tariff Pilot Program without prejudice. Settlement ¶ 25.

41. No party opposed the Company’s proposal to extend the Solar Power Purchase Agreement (“PPA”) approved by the Commission in the DSP IX period through the DSP X period if the Company is unable to enter into a long-term Solar PPA during the DSP IX period. *See* Duquesne Light St. No. 1, p. 17.

42. Paragraph 26 adopts the Company’s Solar PPA proposal. Settlement ¶ 26.

43. The OCA and CAUSE-PA recommended that the Company’s Standard Offer Program (“SOP”) be terminated, citing data indicating that savings are often short-lived and that the goals of the program were not being met. OCA St. No. 2, pp. 6-7; CAUSE-PA St. No. 1, pp. 21-22. CAUSE-PA cited data indicating that 79% of SOP participants did not make an affirmative

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choice at the conclusion of the SOP; that 75% of those customers were charged rates more than 25% higher than the applicable PTC; and that 19% of those customers were charged rates more than 100% higher than the PTC. CAUSE-PA St. No. 1, pp. 18.

44. CAUSE-PA also recommended that, if the SOP remained in effect for the DSP X plan period, customers be notified when the SOP period ends and that Duquesne Light remind customers of their shopping options. CAUSE-PA St. No. 1, p. 23.

45. Similarly, OSBA recommended that customers be notified when the SOP period ends and that Duquesne Light remind customers of their shopping options. OSBA St. No. 1, pp. 17-18

46. Paragraph 27 of the Settlement provides that the Company's SOP will end as of May 31, 2025 for the DSP X plan period. Customers that are enrolled prior to this date will continue to be supplied under the SOP terms and conditions until the end of their respective contracts. Settlement ¶ 27.

47. CAUSE-PA recommended that Duquesne Light end its bill ready billing program as, according to CAUSE-PA, the Company cannot verify whether supplier charges assessed through the program properly delineate non-basic service charges to permit lawful billing and collection activities. CAUSE-PA St. No. 1, p. 35.

48. Duquesne Light supported maintaining bill ready billing for EGSs, arguing that customers have the right to shop with the supplier of choice and that billing and collection activities should be directly addressed with the EGS. Duquesne Light St. No. 6-R, p. 9. Further Duquesne pointed out that the Commissions' regulations specifically encourage bill ready billing. *Id.*

49. Paragraph 28 of the Settlement requires Duquesne Light to continue offering bill ready billing for EGSs. Settlement ¶ 28.

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50. CAUSE-PA made a series of recommendations related to the Company's Customer Assistance Program ("CAP") customers to address concerns that low income shopping customers are facing unaffordable rates in the competitive market, and that existing rules are preventing low income customers from enrolling in CAP to prevent accrual of additional arrears that increase the cost of CAP. CAUSE-PA St. No. 1, pp. 10-16, 25-29. Namely CAUSE-PA: (1) supported restricting CAP participants from shopping for service; (2) recommended prohibiting suppliers from charging cancellation or termination fees; (3) suggested the company institute a simplified process for low income shopping customers to return to default service and enroll in CAP by including a check box option on the Company's CAP application permitting shopping customers to elect to automatically return to default service upon enrollment in CAP; and (4) recommended that the Company provide a letter explaining the CAP shopping rules and providing detailed instructions on how to return to default service. CAUSE-PA St. No. 1, pp. 27, 30-31.

51. Paragraphs 29 through 32 of the Settlement address CAUSE-PA's concerns and provide for the Company to take certain actions or make certain changes, or clarify existing or future rules, to its CAP, including: (1) amendment of the Company's CAP rules to prohibit suppliers from charging termination or cancellation fee(s) to CAP applicants who return to default service upon entry into CAP; (2) modification of the Company's CAP application to clearly indicate that CAP customers must be enrolled in default service and that, by applying for CAP, the applicant is affirmatively electing to return to default service if they are currently shopping with an EGS, automatic return to default service upon enrollment in CAP, and amendment of the CAP information and/or welcome packet to provide new enrollees to indicate that suppliers are not permitted to charge a termination or cancellation fee; (3) that Duquesne will not be responsible for

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ensuring EGS compliance with the CAP rule noted with respect to (2), *supra*; and (4) added Tariff language to implement provisions (1)-(3), *supra*. Settlement ¶¶ 29 – 32.

APPENDIX C

PROPOSED CONCLUSIONS OF LAW

1. Commission policy promotes settlements. 52 Pa. Code § 5.231. Settlements lessen the time and expense the parties must expend litigating a case and at the same time conserve administrative resources.

2. Settlement results are often preferable to those achieved at the conclusion of a fully litigated proceeding. 52 Pa. Code § 69.401.

3. In order to accept a settlement, the Commission must determine that the proposed terms and conditions are in the public interest. *Pa. Pub. Util. Comm'n, et al. v. UGI Utilities, Inc. – Gas Division*, Docket Nos. R-2015-2518438 et al. (Order entered Oct. 14, 2016); *Pa. Pub. Util. Comm'n v. Philadelphia Gas Works*, Docket No. M-00031768 (Order entered Jan. 7, 2004).

4. The Petitioners have the burden to prove that the Settlement is in the public interest. *Pa. Pub. Util. Comm'n, et al. v. Pike County Light & Power (Electric)*, Docket Nos. R-2013-2397237, C-2014-2405317, et al. (Order entered Sept. 11, 2014).

5. The decision of the Commission must be supported by substantial evidence. 2 Pa. C.S. § 704.

6. “Substantial evidence” is such relevant evidence that a reasonable mind might accept as adequate to support a conclusion. More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established. *Norfolk & Western Ry. Co. v. Pa. P.U.C.*, 489 Pa. 109, 413 A.2d 1037 (1980); *Erie Resistor Corp. v. Unemployment Comp. Bd. of Review*, 194 Pa. Superior Ct. 278, 166 A.2d 96 (1961); *Murphy v. Comm., Dept. of Public Welfare, White Haven Center*, 85 Pa. Commonwealth Ct. 23, 480 A.2d 382 (1984).

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7. The Settlement is supported by substantial evidence and is in the public interest. Therefore, consistent with the terms and conditions set forth in the Settlement, Duquesne Light's Default Service Plan should be approved.

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PROPOSED ORDERING PARAGRAPHS

1. That the Pennsylvania Public Utility Commission approve the Joint Petition for Approval of Settlement without modification.
2. That the Pennsylvania Public Utility Commission approve the proposals set forth in Duquesne Light's above-captioned Default Service Plan proceeding subject to the terms and conditions of the Joint Petition for Approval of Settlement.
3. That the Pennsylvania Public Utility Commission approve the *pro forma* residential tariff attached to the Joint Petition for Approval of Settlement as Appendix A.
4. That the Pennsylvania approve the *pro forma* supplier tariff attached to the Joint Petition for Approval of Settlement as Appendix B.
5. That Docket No. P-2024-3048592 be marked closed by the Secretary of the Commission.

APPENDIX D

STATEMENT IN SUPPORT

DUQUESNE LIGHT

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of Duquesne Light Company for :
Approval of a Default Service Plan for the : Docket No. P-2024-3048592
Period of June 1, 2025 Through May 31, :
2029 :

**DUQUESNE LIGHT COMPANY STATEMENT IN SUPPORT OF
JOINT PETITION FOR APPROVAL OF SETTLEMENT**

**TO THE HONORABLE MARY D. LONG AND JOHN M. COOGAN,
ADMINISTRATIVE LAW JUDGES:**

I. INTRODUCTION

Duquesne Light Company (“Duquesne Light” or the “Company”) hereby files this Statement in Support of the Joint Petition for Approval of Settlement (“Settlement”) entered into by the Company, the Office of Consumer Advocate (“OCA”), the Office of Small Business Advocate (“OSBA”), and the Coalition for Affordable Utility Service in Pennsylvania (“CAUSE-PA”) (hereinafter, collectively the “Joint Petitioners”).¹ Duquesne Light respectfully requests that presiding Administrative Law Judges Mary D. Long and John M. Coogan (the “ALJs”) and the Pennsylvania Public Utility Commission (“Commission”) approve the above-captioned Petition for Approval of Default Service Plan for the Period From June 1, 2025 through May 31, 2029 (“Petition”) subject to the terms and conditions of the Settlement.

The Settlement reflects a carefully balanced compromise of the interests of the Joint Petitioners, who represent a broad array of interested parties. For the reasons explained herein,

¹Other parties in this proceeding, including the Retail Energy Supply Association (“RESA”), Calpine Retail Holdings, LLC (“Calpine”) and Constellation New Energy and Constellation Energy Generation LLC (“Constellation”) have indicated that they do not oppose the Settlement. NRG Energy, Inc. (“NRG”) has also indicated that it takes no position on the Settlement. None of the parties in this proceeding oppose the Settlement.

the Settlement is in the public interest, just and reasonable, and supported by substantial evidence and, therefore, should be approved without modification.

II. STANDARD FOR APPROVAL OF AN UNOPPOSED SETTLEMENT

Commission policy promotes settlements. *See* 52 Pa. Code § 5.231. Settlements reduce the time and expense that parties must expend litigating a case and, at the same time, conserve administrative resources. The Commission has indicated that settlement results are often preferable to the results achieved at the conclusion of a fully litigated proceeding. *See* 52 Pa. Code § 69.401.

The Commission has explained that parties to settled cases are afforded flexibility in reaching amicable resolutions, so long as the settlement is in the public interest. *Pa. PUC v. MXenergy Electric Inc.*, Docket No. M-2012-2201861, 2013 Pa. PUC LEXIS 789, 310 P.U.R.4th 58 (Opinion and Order entered Dec. 5, 2013). In order to approve a settlement, the Commission must first determine that the proposed terms and conditions are in the public interest. *Pa. PUC v. Windstream Pennsylvania, LLC*, Docket No. M-2012-2227108, 2012 Pa. PUC LEXIS 1535 (Opinion and Order entered Sept. 27, 2012); *Pa. PUC v. C.S. Water and Sewer Assoc.*, Docket No. R-881147, 74 Pa. PUC 767 (Opinion entered July 22, 1991).

As explained in the next section of this Statement in Support, the Settlement is just and reasonable and in the public interest and, therefore, should be approved without modification.

III. THE SETTLEMENT IS IN THE PUBLIC INTEREST

A. GENERAL

The Joint Petitioners agree that the terms of this Settlement reflect a balanced compromise of the interests of the Parties in this proceeding. (Settlement ¶ 36). In addition to informal discovery, Duquesne Light responded to more than 160 interrogatories and requests for production of documents, many of which included multiple subparts. The active parties filed four rounds of

testimony, including Duquesne Light's direct testimony, other parties' direct testimony, rebuttal testimony and surrebuttal testimony. Further, the Parties engaged in numerous settlement discussions and formal negotiations which ultimately led to the Settlement.

The Settlement reflects a carefully balanced compromise of the competing and broad array of interests of the Joint Petitioners in this proceeding. The Parties, their counsel, and their expert consultants have considerable experience in default service proceedings. Their knowledge, experience, and ability to evaluate the strengths and weaknesses of their litigation positions provided a strong base upon which to attempt to build a consensus in this proceeding. The fact that the Settlement is supported by parties representing a diversity of constituents and interests, in and of itself, provides strong evidence that the Settlement is reasonable and in the public interest, particularly given the active role of the parties in this proceeding, and the negotiations required to achieve a settlement.

For these reasons and the more specific reasons set forth below, the Settlement, as a whole, is just, reasonable, and in the public interest. Therefore, the terms and conditions of the Settlement should be approved.

B. DSP X PROGRAM TERM

The Settlement provides that the DSP X Program Term shall be for a four-year period commencing on June 1, 2025, and ending on May 31, 2029. (Settlement ¶ 20). Duquesne Light's Petition initially proposed this program term. (Petition ¶¶ 5-6). Duquesne Light explained that a four-year Program Term is the same length of term of Duquesne Light's prior DSP programs and that the current default service programs for all of the other the major electric distribution companies ("EDCs") are for a four-year period. (Petition ¶ 5). In addition, the four-year term saves litigation time and cost for Duquesne Light, other parties that participate in DSP proceedings

and the Commission, as compared to prior default service plans with two-year term periods. (Petition ¶ 6). None of the parties contested the four-year program term for DSP X.

For these reasons the four-year program term for DSP X set forth in the Settlement should be approved. (Settlement ¶ 20).

C. DSP X PROCUREMENT PLANS AND RATES

The Settlement provides for the approval of the procurement plans identified in paragraph numbers 7-49 of the Petition, without modification. (Settlement ¶ 21).

Duquesne Light fully supported each of the four (4) separate supply plans proposed as a part of DSP X. The plans were tailored to meet the specific needs of major customer groups—i.e., (1) Residential and Lighting, (2) Small C&I, (3) Medium C&I <200kW, and (4) HPS-Eligible. (See Petition ¶¶ 7-49; *see also* Duquesne Light St. No. 1 at 7-8 (summarizing each of the supply plans)). Duquesne Light further explained that tailoring separate default service supply portfolios for each class is consistent with Commission guidance regarding the “prudent mix” standard under Act 129 and provide other benefits to customers. (Duquesne Light St. 2 at 14).

Duquesne Light provided the following overview of supply portfolios by customer class:

Exhibit JP- 1: Overview of Supply Portfolio by Customer Class

Residential & Lighting	Small C&I (< 25 kW)	Medium C&I <200kW (≥ 25 kW and < 200 kW)^[1]	HPS-Eligible (≥ 200 kW)^[2]
<ul style="list-style-type: none"> • Six-month fixed default service supply rates • Continue procurement of 50% of supply from one-year and 50% of supply from two-year full requirements supply products with overlapping delivery periods • Products are procured every six months within three months of start of delivery 	<ul style="list-style-type: none"> • Six-month fixed default service supply rates • Continue procurement of 50% of supply from one-year and 50% of supply from two-year full requirements supply products with overlapping delivery periods • Products are procured every six months within three months of start of delivery 	<ul style="list-style-type: none"> • Three-month fixed default service supply rates • Procurement of 50% of supply from one-year supply products with overlapping delivery periods, and 50% of supply from six-month full requirements supply products with three-month pricing and no overlapping delivery periods • Products are procured every six months within three months of start of delivery 	<ul style="list-style-type: none"> • Hourly price default service supply rates • Continue to procure supply through an auction every twelve months within three months of start of delivery • Winning suppliers are paid their fixed bid price plus their share of the associated (day-ahead hourly) energy, capacity, and ancillary service charges billed pursuant to Rider No. 9.
<ul style="list-style-type: none"> • Approximately 32% of total system load 	<ul style="list-style-type: none"> • Approximately 7% of total system load 	<ul style="list-style-type: none"> • Approximately 12% of total system load 	<ul style="list-style-type: none"> • Approximately 49% of total system load

^[1] Duquesne Light lowered the threshold for customers who are not offered default service rates based on day-ahead hourly market prices from < 300 kW to < 200 kW on June 1, 2019.

^[2] Duquesne Light lowered the threshold for customers who are offered default service rates based on day-ahead hourly market prices from ≥ 300 kW to ≥ 200 kW on June 1, 2019.

(Duquesne Light St. 2 at 5).

More specifically, Duquesne Light explained that Residential and Lighting customers will continue to be offered default service supply rates that adjust every six months based on fixed-price full requirements contracts with twelve-month and twenty-four-month, overlapping delivery

periods. (Duquesne Light St. 1 at 8). The contracts will be procured within three months before the commencement of their delivery periods. (Duquesne Light St. 1 at 8). Default supply for Residential and Lighting customers will be obtained through competitive auctions, with winning bidders selected on the basis of lowest price. (Duquesne Light St. 1 at 8).

Duquesne Light further explained that default service supply for Residential and Lighting customers will be split into 48 equal tranches, each representing approximately 2.08333% of the total Residential and Lighting class default service load each hour. (Duquesne Light St. 2 at 6).

No supply portfolio changes to the Residential and Lighting class procurement plan were proposed in DSP X as compared to DSP IX. (Duquesne Light St. 2 at 6). As such, the procurement plan for Residential and Lighting customers continues to include “overhang” products and continues the same supplier load cap approved by the Commission in DSP VIII and DSP IX. (*See* Duquesne Light St. 2 at 7-8).

With respect to Small C&I customers, Duquesne explained that Small C&I customers will continue to be offered default service supply rates that adjust every six months based on fixed-price full requirements contracts with twelve-month and twenty-four-month, overlapping delivery periods. (Duquesne Light St. 1 at 8). The contracts will be procured within three months before the commencement of their periods. (Duquesne Light St. 1 at 8). Default service supply for the Small C&I customers will be obtained through competitive auctions, with winning bidders selected on the basis of lowest price. (Duquesne Light St. 1 at 8).

Duquesne Light further explained that Small C&I default service supply will be split into eight tranches consisting of twelve-month and twenty-four-month products, each representing 12.5% of the total Small C&I default service load in each hour. (Duquesne Light St. 2 at 6). These products’ delivery periods will overlap on a semiannual basis. (Duquesne Light St. 2 at 6).

No supply portfolio changes to the Small C&I class procurement plan were proposed in DSP X as compared to DSP IX. (Duquesne Light St. 2 at 6). As such, the procurement plan for Small C&I customers continues to include “overhang” products and continues the same supplier load cap approved by the Commission in DSP IX. (See Duquesne Light St. 2 at 7).

Duquesne Light further explained that it was proposing a new procurement approach for Medium C&I<200kW customers. (Duquesne Light St. 2 at 8-10). Instead of procuring three-month FPCR contracts for these customers, half of the default service supply for the Medium C&I <200kW customer class will be procured in the form of 12-month FPCR products and half will be procured in the form of six-month FPCR products with three-month pricing. Mr. Peoples explained as follows:

For the half of the supply that is procured in the form of 12-month FPCR products, 50% of that supply (i.e., 25% of the total supply for the customer class) will be procured in each solicitation; therefore, the 12-month FPCR product delivery periods will overlap on a semiannual basis. For the half of the supply that is procured in the form of six-month FPCR products, 100% of that supply (i.e., 50% of the total supply for the customer class) will be procured in each solicitation; therefore, there will be no overlap of the six-month FPCR supply products across the solicitations.

(Duquesne Light St. No. 2, p. 9.)

The primary purpose of this procurement change is to provide some rate stability for these customers.

For HPS-Eligible customers, which consists of Large C&I customers and Medium C&I \geq 200kW customers, Duquesne Light explained that they will continue to be offered default service supply rates that are based on hourly spot market energy prices. (Duquesne Light St. 1 at 5). Customers also will continue to be charged a pass through of PJM capacity and ancillary services costs as well as the administrative costs of providing hourly price service (“HPS”). (Duquesne

Light St. 1 at 7). The Company further proposed to continue to procure the supply for this service through a competitive auction process. (Duquesne Light St. 1 at 7).

Duquesne Light further explained that it was maintaining the DSP IX procurement plan for the HPS-Eligible service product. (Duquesne Light St. 2 at 11). As such, the procurement plan will continue to not include supplier load caps, consistent with the practice approved by the Commission in DSP IX. (*See* Duquesne Light St. 2 at 13).

With respect to each of the procurement plans proposed by the Company, Duquesne Light further explained that it would continue to hire an independent Market Monitor to ensure the bid process is fair, and that all information is provided to bidders in a non-discriminatory fashion. (Duquesne Light St. 2 at 12). This Market Monitor will continue to assist in the auction process for all classes in DSP X. (Duquesne Light St. 2 at 12).

Duquesne Light has also established a contingency plan to obtain supply for each of the classes if the Company receives bids for less than all tranches, the Commission does not approve the results for all tranches, or a supplier defaults. (Duquesne Light St. 2 at 13). In any such event, the Company will first ask other winning DS Suppliers whether they want to assume all or part of the delivery obligations on the same terms and price already established. If multiple wholesale suppliers are willing to Step-Up, then the Auction Manager would allocate a pro-rata share of the unsubscribed tranche(s) to each supplier based upon the percentage of load that each supplier won in the initial auction.

If the Wholesale supplier(s) are unwilling to “Step-Up” and fill the Unsubscribed Tranche(s) a separate procurement auction will be conducted by the Company’s independent third-party Auction Manager. The purpose of this auction would be to solicit Wholesale suppliers and procure the supply deficiency.

If these two options fail, the Company will procure default supply to fill the Unsubscribed Tranche(s) through purchases in the PJM spot markets until such time that a different contingency plan is approved by the Commission. (Duquesne Light St. 2 at 13).

Finally, Duquesne Light witness Mr. Peoples sponsored the Supply Master Agreement (“SMA”) proposed by the Company. (Duquesne Light St. 2 at 15-16; *see also* Duquesne Light Exhibit JP-3). The Company will continue to use the SMA template that was developed by the Procurement Collaboration Working Group with minor clarifications. (Duquesne Light St. 2 at 15).

None of the parties opposed Duquesne Light’s procurement plans or the SMA. As such, the Settlement finds, consistent with paragraph numbers 22-23 of the Petition, that Duquesne Light’s DSP X Plan, as modified by the Settlement, meets the standards set forth in Act 129, and enables the Commission to make the necessary findings per Section 2807(e)(3.7).² In addition, consistent with Duquesne Light’s unrebutted testimony (*see* Duquesne Light St. 2 at 14), neither Duquesne Light nor its affiliated interest has withheld or will withhold from the market any generation supply in a manner that violates Federal law. As such, Duquesne Light submits that these provisions of the Settlement are reasonable, in the public interest, and should be approved without modification.

The Settlement further provides for the approval of Duquesne Light’s proposal to continue to fully recover the costs incurred from supply solicitations for Residential & Lighting, Small C&I, Medium C&I customers with demands less than 200 kW, and HPS-Eligible customers, gross receipts taxes, along with the costs of hiring the independent monitor, through fully reconcilable

² Duquesne Light witness Mr. Fisher provided further testimony explaining in detail that (1) the basic model used by the Company is appropriately tailored to provide price stability benefits to customers while supporting the competitive market, and (2) the DSP IX Plan satisfies the requirements of Act 129. (*See generally* Duquesne Light St. 3).

Section 1307(e), 66 Pa. C.S. § 1307(e), cost recovery mechanisms for each class. (Settlement ¶ 22). Duquesne Light witness Mr. Ogden more fully explained the basis for calculating each class's rates, and provided illustrative exhibits that demonstrated the derivation of the rate for each class and the rate factors used to derive those rates. (*See* Duquesne Light St. 4 at 4-14). These provisions of the Settlement are reasonable, in the public interest and should be approved without modification. (Settlement ¶¶ 22).

D. EV TOU PILOT

In DSP IX, the Commission approved an EV TOU Pilot that was available to Residential, Small C&I and Medium C&I customers with demands less than 200 kW who owned or leased an EV or who operated EV charging infrastructure at the service location. The EV TOU Pilot was a whole home program such that the TOU rates applied to the entire usage at the premises. (Petition ¶ 54.) In DSP X, the Company proposed to continue this program but to expand the rate offering to allow up to 500 residential customers to opt into an EV only rate option where the TOU rates would only apply to the EV usage. (Petition ¶ 55.) The Company proposed to obtain usage data from the vehicle or charging station to determine EV specific usage.

Parties took varying positions with respect to the Company's EV TOU proposals. The OCA recommended that the Company's EV TOU rate design "should reflect the final decision in Duquesne [Light's] pending base rate case at Docket No. R-2024-3047523 on these rate design options..." *See* OCA St. No. 2, p. 5. RESA opposed the Company's Electric Vehicle EV TOU Pilot program and asserted that: (1) the competitive market could respond more quickly than a utility as EV demand increases; (2) introduction of the program would create an unnecessary barrier to competitive market development by not sharing the EV-only usage data it plans to collect with EGSs. RESA St. No. 1, pp. 26-28.

The Company supported its EV TOU Pilot program, asserting that: (1) EGSs have shown limited interest in offering EV TOU options; and (2) that the Pilot provides environmental, economic and operation benefits for customers and the Company; and was supported by Commission Policy. Duquesne Light St. No. 5, pp. 5-6. In Rebuttal testimony, the Company withdrew the EV only rate option primarily due to concerns about billing data collection from EVs and/or EV charging stations. Duquesne Light St. No. 5-R, p. 3. This also aligned with the Company's approach in its 2024 base rate proceeding at Docket No. R-2024-3046523.

Paragraph 24 of the Settlement provides that the Company's Electric Vehicle EV-TOU Pilot program is modified to exclude the EV option, with the EV whole home option being approved as filed. Settlement ¶ 24. This Settlement provision is in the public interest as it continues the Company's current default service EV TOU option. EVs bring substantial additional load to the system which benefits all customers. The EV TOU Pilot encourages participants with EVs to shift load to off-peak time periods, which reduces peak usage. Continuation of the Pilot will allow the Company to continue collecting data and evaluating the impacts of EVs on its system and ways to encourage customers to charge EVs at the most opportune times.

E. GREEN TARIFF PILOT

In this proceeding, Duquesne Light proposed a Green Tariff for residential customers who remain on default service and affirmatively elect to increase their carbon-free electricity ("CFE") supply above the requirements under the Pennsylvania Alternative Energy Portfolio Standards ("AEPS"). If customers elected the Green Tariff program, twenty-five percent (25%) of a Green Tariff customer's annual consumption would be supplied by alternative energy and/or CFE. Duquesne Light proposed this pilot program partly in response to a customer survey conducted by the Company that indicated that thirty-six percent (36%) of residential customers were interested in procuring more clean energy. Duquesne Light St. No. 1, p. 12.

The OCA opposed the Green Tariff Pilot Program, contending that: (1) the definition of CFE and the name of the program were potentially misleading; (2) the program costs were high relative to the projected cost of the energy attribute certificates (“EAC”) to be acquired and delivered under the proposal; (3) there was a non-negligible likelihood that the proposal would fail due to lack of provider interest or customer enrollment; (4) the proposal was unnecessary; and (5) there were customer protection issues associated with the program. *See* OCA St. No. 1, p. 15-20; OCA St. No. 2, p. 18

RESA also opposed the Green Tariff Pilot Program and contended that there was already a marketplace to deliver similar products to customers. RESA St. No. 1, pp. 22-23.

While the Company supported the Green Tariff Pilot Program, Duquesne Light agreed to withdraw the Pilot as a compromise to other parties’ positions in order to achieve the Settlement. *See* Duquesne Light St. No. 1, p. 12. Under Paragraph 25 of the Settlement, the Joint Petitioners have agreed that Duquesne Light withdraws its Green Tariff Pilot Program without prejudice. Settlement ¶ 25. Duquesne Light believes that withdraw of the Pilot without prejudice is a reasonable compromise of parties’ positions within the overall context of the Settlement.

F. SOLAR PPA

In DSP IX, Duquesne Light sought and the Commission granted approval for the Company to enter into a long-term Solar PPA (i.e., more than four years and less than twenty years) to support a utility-scale solar project (up to a total of 7 MW) in Pennsylvania, preferably in Duquesne Light’s service area. In the DSP X Petition, Duquesne Light explained that it was in the process of negotiating a long-term solar contract with the developer and anticipated submitting the contract to the Commission for approval prior to the expiration of the DSP IX plan. However, in the event that the Company is not able to execute a contract prior to the expiration of the DSP IX plan, the Company requested that the Commission’s approval of the Solar PPA in the DSP IX proceeding

extend through the DSP X program. DSP X Petition ¶ 72. No party opposed this request in this proceeding.

The Settlement codifies this request for the Commission to extend this approval granted in DSP IX through DSP X to the extent that the Company is not able to enter into the long-term solar PPA during the DSP IX period. Settlement ¶ 26. This Settlement provision is in the public interest because a long-term Solar PPA is consistent with Act 129's requirements for default service providers to consider long-term contracts in meeting the prudent mix standard. Second, a long-term solar contract may provide greater opportunity for cost-effective financing for the developer of a utility-scale solar project. DSP X Petition ¶ 73.

G. STANDARD OFFER PROGRAM (“SOP”)

Duquesne Light currently offers a SOP to Residential and Small C&I customers who are not served by an EGS and who contact the Company to: 1) initiate or move service; 2) discuss choice questions; 3) resolve high bill concerns; or 4) inquire about the SOP. The Company relies upon a third-party vendor to market and enroll SOP customers. DSP X Petition ¶ 76. In the DSP X Petition, Duquesne Light proposed to continue its current SOP, as approved in DSP IX. See Duquesne Light St. No. 1.

In testimony, OCA recommended that the Company's Standard Offer Program (“SOP”) be terminated. OCA St. No. 2, pp. 6-7. CAUSE-PA also recommended that the Company's SOP be terminated. CAUSE-PA St. No. 1, pp. 21-22. In addition, if the SOP was not terminated, both CAUSE-PA and OSBA recommended that customers be notified when the SOP period ends and that Duquesne Light remind customers of their shopping options. CAUSE-PA St. No. 1, p. 23; OSBA St. No. 1, pp. 17-18. RESA supported continuation of the SOP. RESA St. No. 1-R, p. 13.

In rebuttal, the Company agreed that the SOP should be terminated. The Company completed an internal analysis to understand customer actions following the end of their 12-month

fixed price contract with the EGS. Of the customers who remained with their standard offer supplier, but were no longer on SOP, a vast majority, or approximately 75%, were paying 25% or higher than the Price to Compare (“PTC”). Duquesne Light St. No. 6-R, p.4

Under the Settlement, the Joint Petitioners agreed that the Company’s SOP will end as of May 31, 2025 for the DSP X plan period. Customers that are enrolled prior to this date will continue to be supplied under the SOP terms and conditions until the end of their respective contracts. Settlement ¶ 27.

Duquesne Light believes that terminating the SOP is in the public interest and should be approved. The SOP was initially implemented near the beginning of customer choice in order to encourage customers to shop with an EGS. Duquesne Light St. No. 4, p. 26; Duquesne Light St. No. 1, p. 18. The SOP has been in effect for approximately 11 years and by now most customers are aware of or should be aware of their ability to shop. Duquesne Light St. No. 1, p. 18. Unfortunately, the majority of customers that are on the SOP end up paying more than the PTC after the SOP period expires and some pay substantially more than the PTC. Duquesne Light St. No. 3-R, p. 5. Given these factors, it is in the public interest to end the SOP.

H. BILL READY BILLING

Under Bill Ready Billing, EGSs present their total supplier charges to Duquesne Light to put on a customer’s bill instead of providing a specific supply rate for Duquesne Light to calculate the supply charges. CAUSE-PA recommended that Duquesne Light end its bill ready billing program as, according to CAUSE-PA, the Company cannot verify whether supplier charges assessed through the program properly delineate non-basic service charges to permit lawful billing and collection activities. CAUSE-PA St. No. 1, p. 35.

Duquesne Light supported maintaining bill ready billing for EGSs, arguing that customers have the right to shop with the supplier of choice and that billing and collection activities should

be directly addressed with the EGS. Duquesne Light St. No. 6-R, p. 9. Further Duquesne Light pointed out that the Commission has specifically encouraged bill ready billing. 52 Pa. Code § 69.1813.

Under the Settlement, Duquesne Light will continue to offer bill ready billing for EGSs. Settlement ¶ 28. This Settlement is in the public interest and should be approved. Multiple EGSs offering default supply in Duquesne Light's service territory utilize bill ready billing. It could cause significant disruption and inconvenience to EGSs if Duquesne Light were to stop offering this service.

I. CUSTOMER ASSISTANCE PROGRAM

In this proceeding, CAUSE-PA made a series of recommendations related to the Company's Customer Assistance Program ("CAP") customers. Namely CAUSE-PA: (1) supported restricting CAP participants from shopping for service; (2) recommending prohibiting suppliers from charging cancellation or termination fees; (3) suggested the Company institute a process for low income shopping customers to return to default service and enroll in CAP by including a check box option on the Company's CAP application permitting shopping customers to elect to automatically return to default service upon enrollment in CAP; and (4) recommended that the Company provide a letter explaining the CAP shopping rules and providing detailed instructions on how to return to default service. CAUSE-PA St. No. 1, pp. 27, 30-31.

Paragraphs 29-32 of the Settlement address CAUSE-PA's concerns. Paragraph 29 of the Settlement provides that Duquesne Light will amend its CAP rules to prohibit suppliers from charging termination or cancellation fee(s) to CAP applicants who return to default service upon entry into CAP. Under this provision, Duquesne Light will provide notice to all suppliers of this CAP rule, and will remind suppliers of this rule on at least an annual basis. This provision should allow eligible shopping customers quicker access to CAP.

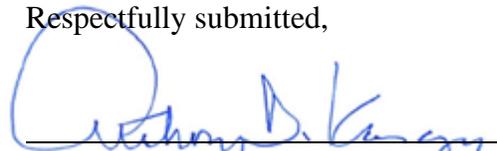
Paragraph 30 provides for a streamlined enrollment process for eligible shopping customers to enroll in CAP and provides notice that when they enroll in CAP, EGSs are not permitted to charge a termination or enrollment fee.

Paragraphs 31 and 32 are important because they clarify that Duquesne Light is not responsible for enforcing these EGS obligations and that customers and other interested parties are able to file a complaint with the Commission to address potential EGS compliance issues. Duquesne Light was willing to adopt the CAP provisions requested by CAUSE-PA above under these conditions in order to avoid being required to enforce contract terms between EGSs and customers. Duquesne Light believes that these Settlement provision are a reasonable compromise to address the Company's and CAUSE-PA's concerns regarding shopping customer enrollment into CAP.

IV. CONCLUSION

This Settlement is the result of detailed examination of Duquesne Light's proposed DSP X filing, extensive discovery by numerous parties, multiple rounds of testimony and reasonable compromise by knowledgeable Joint Petitioners. Duquesne Light believes that a fair and reasonable compromise regarding the issues resolved by the Settlement has been achieved in this case. Duquesne Light fully supports this Settlement and respectfully requests that Administrative Law Judges Mary D. Long and John M. Coogan recommend, and the Pennsylvania Public Utility Commission approve, the Company's DSP X filing as modified by the Settlement.

Respectfully submitted,



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Date: October 1, 2024

APPENDIX E

STATEMENT IN SUPPORT

**OFFICE OF CONSUMER
ADVOCATE**

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition of Duquesne Light Company	:	
For Approval of a Default Service	:	
Plan For the Period of	:	Docket No. P-2024-3048592
June 1, 2025 Through May 31, 2029	:	

STATEMENT OF THE OFFICE OF CONSUMER ADVOCATE
IN SUPPORT OF THE JOINT PETITION FOR APPROVAL OF SETTLEMENT

The Office of Consumer Advocate (OCA), a party to the Joint Petition for Approval of Settlement (Settlement) in the captioned proceeding, respectfully requests that the terms and conditions of the Settlement be approved without modification by Administrative Law Judges Mary D. Long and John M. Coogan and the Pennsylvania Public Utility Commission (Commission). The OCA supports the Settlement as it is in the public interest and in the interests of the customers of Duquesne Light Company (DLC or the Company).

I. BACKGROUND

The OCA adopts the Background as set forth in the Joint Petition for Approval of Settlement, Paragraphs 1-17. In addition to the background outlined in the Settlement, the OCA notes simply that it engaged in multiple rounds of discovery, analyzed both the Company’s filing, as well as the discovery responses provided by the Company and other parties, the testimony and information of other parties, as well as the advice and counsel of our expert witnesses. Through this analysis the OCA developed its positions in this case, and its decision to support this settlement as it is in the public interest.

II. TERMS AND CONDITIONS OF THE SETTLEMENT

A. DSP X Program Term

The Settlement provides that the DSP X default service plan program term will be for the four-year period beginning June 1, 2025 through May 31, 2029. Settlement, ¶ 20. The Company's proposal continues the same four-year term as for the current DSP IX. OCA witness Dr. Ogur and OCA witness Alexander did not raise any concerns regarding continuation of the existing four-year DSP X program term. For these reasons, the OCA supports maintaining the existing four-year program term as in the public interest.

B. Procurement Issues

The Settlement provides for adoption of the Company's proposed procurement plans for Residential & Lighting customers, Small Commercial & Industrial (C&I) customers, Medium C&I customers under 200 kW, and Hourly Priced Service (HPS) customer as filed, except that the Settlement modifies residential load cap of 50% for wholesale suppliers shall apply on the total supplier portfolio instead of applying on a per auction basis. Settlement, ¶ 21. The Settlement also adopts the Company's default service cost recovery proposals as filed. Settlement, ¶ 22. Consistent with DLC St. No. 4 at page 24, DLC will update "Exhibit DBO-4 to reflect updated default service costs with actual external legal and consulting service costs to prepare and obtain approval for the DSP X plan as part of the Company's DSP X Compliance filing that will be filed on or about April 2025, prior to the effective date of DSP X (i.e. June 1, 2025)." Settlement, ¶ 22; DLC St. 4 at 24. The Settlement also approves Company's proposed Supply Master Agreement (SMA) as filed. Settlement, ¶ 23.

OCA witness Dr. Ogur summarized the Company's proposal as follows:

Residential customers are grouped with lighting customers under DLC's DSP X. Generation supply will be provided through competitively procured, laddered,

[Fixed Price Full Requirements] FPF contracts. Half of these FPF contracts will have a duration of 12 months and half will have a duration of 24 months. The FPF contracts will be procured through descending clock auctions every six months. The Plan proposes that solicitations be conducted in March and September in each of the four years covered by the proposed Plan. According to the proposed procurement schedule, the procurements will be made two to three months prior to the commencement of delivery periods. The proposed procurement schedule will result in contracts covering a portion of the load extending past the end of the proposed Plan period (May 31, 2029). The laddering proposed by DLC results in 50 percent of the portfolio consisting of the 12-month FPF contracts being replaced every six months and 25 percent of the 24-month FPF contracts being replaced every six months. As a result, 37.5 percent of the residential supply arrangements will be replaced every six months and 75 percent will be replaced every year.

OCA St. 1 at 5-6.

The Company would procure through an auction process in which DLC would solicit wholesale supply load “tranches”¹ under a fixed-price contract. OCA St. 1 at 6. DLC would split the residential and lighting default service load into 48 equal tranches with each representing just over 2% of the total residential customer class and lighting customer class default service load for each hour. *Id.* OCA witness Dr. Ogur testified:

[t]he suppliers would bid a dollar-per-megawatt-hour (“MWh”) price to supply all generation products required to serve load – energy, capacity, ancillary services, and required alternative energy credits (“AECs”). The contract price would be fixed for the 12- or 24-month contract period associated with the particular FPF. Over the course of the one- or two-year contract period, as proposed by DLC, load responsibility measured on a megawatt (“MW”) and MWh basis can change substantially from initial expectations due to factors such as customer migration to competitive suppliers, migration back to default service from an Electric Generation Supplier (“EGS”), growth (or decline) in the number of residential customers, and weather conditions. Under DLC’s proposed approach, wholesale suppliers are exposed to the volumetric risk of uncertain load responsibility while DLC and its residential default service customers are insulated from this risk.

OCA St. 1 at 6. Residential rates would change twice per year, on June 1 and December 1, on the same schedule as the current DSP IX Plan. OCA St. 1 at 7.

¹ A tranche is a fixed percentage of the total residential and lighting default service load.

The Settlement modifies the Company’s proposed plan by adopting OCA witness Dr. Ogur’s recommended modification to the load cap. Settlement, ¶ 21. Dr. Ogur proposed a modest modification to the residential load cap mechanism proposed by the Company. OCA St. 1 at 21. DLC’s proposal ensures that a wholesale FPFRR supplier cannot supply more than 50% of the default service load for the residential class at any time. OCA St. 1 at 21. OCA witness Dr. Ogur raised a concern that it achieved this “counterparty risk reduction by unnecessarily imposing a 50 percent load cap in each auction.” OCA St. 1 at 21. Dr. Ogur recommended “that a 50 percent single supplier load cap be imposed for FPFRR contracts serving residential customers at any given time, but without imposing a 50 percent load cap for each auction.” OCA St. 1 at 21. He explained:

The difference between the Company’s proposal and my suggested modification is that under my modification FPFRR suppliers have the flexibility to win more than half of the tranches awarded in a residential auction while still being restricted to supplying no more than half of the total number of residential tranches at any given time (i.e., no more than 24 out of 48 residential tranches). More flexibility for suppliers would lead to higher participation and more competitive outcomes for residential customers.

OCA St. 1 at 21.

The benefits of the proposed modification are that it gives “more flexibility to each supplier manage its 50 percent load cap for any given day over the four auctions which procure tranches for delivery on that given day.” OCA St. 1 at 22. The additional flexibility could encourage supplier participation and drive more competition. That could lead to lower prices for residential customers. Dr. Ogur testified that it also “harmonizes DLC’s load cap procedures with those of some other Pennsylvania EDCs, which would facilitate wholesale supplier participation for all EDCs.” OCA St. 1 at 22. The Settlement adopts this recommendation and provides that the residential load cap of 50% for wholesale suppliers shall apply on the total supplier portfolio instead of applying on a per auction basis. Settlement, ¶ 21.

Overall, OCA witness Dr. Ogur supported the proposed procurement plan. Dr. Ogur testified:

[m]y assessment is that the products that DLC is proposing to use to meet its residential default service obligations provide a reasonable balance between price stability, which is extremely important to residential customers, and market responsiveness, and are consistent with Act 129.

OCA St. 1 at 8. As discussed in Dr. Ogur's testimony, DLC's plan reasonably addressed volatility in the electric wholesale market over the last 4.5 years. OCA St. 1 at 9. The composition employed by DLC and PECO Energy Company resulted in the smallest default service rate volatility of the Pennsylvania EDCs. OCA St. 1 at 9, Table 1.

For the reasons set forth above and in the OCA's testimony of Dr. Ogur, the OCA submits that the procurement plan put forth in the Settlement is in the public interest. As stated in his direct testimony, Dr. Ogur viewed the mix of 12- and 24-month FPFR contract procurement favorably. OCA St. 1 at 6. The mix of 12- and 24-month FPFR contracts is a reasonable balance between rate stability and reflectiveness of competitive market conditions. OCA St. 1 at 6-7. This balance of rate stability with reflectiveness is a benefit because it protects consumers from the shock of price fluctuations.

The OCA submits that the Procurement plan as proposed in the Settlement represents a reasonable balance, is in the public interest, and meets the statutory requirements as outlined in the Public Utility Code. In sum, it is an appropriate balance and should be approved as proposed in the settlement without modification. The OCA agrees that the remaining aspects of the Plan, as modified by the Settlement, are consistent with the law. The proposed aspects of the filing are in the public interest and should be approved.

C. EV TOU Pilot

The Settlement provides that the Electric Vehicle (EV) Time-of-Use (TOU) pilot would be modified to exclude the EV only option, and the whole home option would be approved as filed. Settlement, ¶ 24. As discussed in the Direct Testimony of OCA witness Alexander, DLC has an obligation to offer a TOU rate program that would take advantage of the Company's smart meters. OCA St. 2 at 4-5. In the prior DSP IX proceeding, DLC obtained approval to establish an optional Electric Vehicle TOU pilot program for residential and small commercial customers. DLC recommended in this proceeding to implement both a supply side EV only and a whole house EV TOU pilot program option. In its base rate proceeding at Docket No. R-2024-3046523, DLC similarly proposed a companion distribution side EV only and a whole house EV TOU pilot. *Pa PUC v. Duquesne Light Company*, Docket No. R-2024-304623, Settlement at ¶¶ (33)(b), (c). (August 14, 2024)(*Duquesne Base Rate Settlement*). The Settlement in the DLC base rate proceeding that is currently pending before the Commission would eliminate the EV only option. *Duquesne Base Rate Settlement* at ¶(33)(b).

OCA witness Alexander recommended in this proceeding that “Duquesne’s recommendations for changing the EV-TOU rate design (changing the pricing; shifting the time periods) and implementing a Managed Charging option in addition to the TOU rate in this DSP proceeding should reflect the final decision in Duquesne’s pending base rate case.” OCA St. 2 at 5. Ms. Alexander supports the development of a properly designed EV targeted rate option as a pilot program, but recommended that it is reasonable to link the design of the EV options to both the distribution and supply side of the customer bill. By linking distribution and supply side options, the customer will see the “impact of either EV rate option for both portions of the customer’s bill.” OCA St. 2 at 5.

The proposed Settlement provision adopts OCA witness Alexander’s recommendation that the final structure and approval of the EV rate options in the pending rate case proceeding be adopted for this proceeding. The proposed Settlement provision to adopt only the whole house EV option is consistent with the recommendation in the Settlement of the base rate proceeding and should be approved as in the public interest.

D. Green Tariff Pilot

The Settlement adopts the recommendation of OCA witness Dr. Ogur and OCA witness Alexander to eliminate the proposed Green Tariff pilot. Settlement, ¶ 25. In its filing, DLC proposed to offer a new Green Tariff pilot program to residential default service customers on an opt-in basis. DLC St. 1 at 9. Residential default service customers would have the opportunity to have an additional seven percent of their generation supply “greened up” by carbon-free electricity (CFE) certificates sourced from within Pennsylvania. DLC St. 1 at 9. The proposed seven percent would be in addition to the AEPS Act requirements. DLC St. 1 at 13. The Company proposed to cap the Green Tariff program at 5,000 customers. DLC St. 1 at 13. DLC identified that the Company initiated the pilot program partly in response to a customer survey conducted by the Company which indicated that 36 percent of customers were interested in procuring more clean energy. *See* OCA St. 1 at 14. DLC witness Davis identified that the pilot was designed to meet additional objectives including: (1) mitigating the impact on electricity suppliers participating in default service auctions; (2) expanding market opportunities for EGSs and/or third parties to offer green product services to residential customers; (3) minimizing the impact on non-Green Tariff participants; and (4) providing a customer-friendly design to increase the likelihood of success of the pilot program. DLC St. 1 at 14; OCA St. 1 at 14-15. The Company projected that the Request for Proposal (RFP) and the customer outreach costs would total \$156,000 in the first year and

\$81,700 for each remaining year of the four-year term, or a total of \$400,000. OCA St. 1 at 16. The total, however, was only a projection and no maximum cost for administering the Green Tariff program were identified. OCA St. 1 at 16.

Under the proposal, the Company would procure the EACs through an annual auction where qualified EGSs and/or third-party suppliers would bid a fixed price per kWh on behalf of customers who enrolled in the pilot Green Tariff. The winning provider would be paid the per unit price that it bid. The Company would procure the EACs as a “load following product,” or in other words, the provider would provide the EACs corresponding to seven percent of the usage of the customers who enrolled in the Green Tariff, regardless of how many customers actually enrolled in the program. OCA St. 1 at 16.

OCA witness Dr. Ogur and Ms. Alexander each identified significant concerns with the proposal. Dr. Ogur questioned the proposed objectives of the program. He testified:

[t]he customer interest in more clean energy as expressed in the survey mentioned by Mr. Davis appears too vague to justify the offering of this specific Green Tariff. It is questionable whether customers who responded to this survey would consider nuclear energy, one of the CFE technologies permitted in the Green Tariff, to be “clean” or “green.” It is also questionable whether retiring EACs without purchasing and delivering the energy associated with the EACs would be perceived as “procuring clean energy” for the customers who responded to the survey mentioned by Mr. Davis. It is unlikely that customers would recognize the difference between the financial transaction involved and actually buying the energy from the CFE generator. The several other objectives, which Mr. Davis characterizes as “important,” are either vague or they do not appear to belong to DLC’s role as the default service supplier. For example, it is unclear what “mitigating the impact on electricity suppliers participating in default service auctions” means. It is also unclear how and by what measure the Company is proposing to “minimize the impact on non-Green Tariff participants.” “Expanding market opportunities for EGSs and/or third parties to offer green product services to residential customers” does not appear to be a legitimate function of a default service provider. This function would be better left to the competitive retail market and handled by EGSs.

OCA St. 1 at 15.

Dr. Ogur testified that he did not expect the proposal would be attractive to third-party suppliers, and if it was attractive to suppliers, the program design would otherwise become an unnecessarily inflated price for consumers. Moreover, there would be no guarantee that customers would enroll, and the providers would need to blindly commit to a price without knowing that enrollment. OCA St. 1 at 17-18. Dr. Ogur explained:

First, the gross volume (2,520 EACs or \$88,200 per year under an optimistic scenario) appears to be small. A provider would need to earn a high profit margin on this “cost of goods sold” volume to make its participation worthwhile. However, if the profit margin is very high, even if such a profit margin could be justified by a provider’s program overhead costs, then the program design becomes unreasonable for customers because they would be buying EACs at an unnecessarily inflated price. If the profit margin is high, then the customers’ cost of program enrollment is also high, which may discourage participation. Second, there is no guarantee that customers will enroll in the Green Tariff at or near the cap level, so providers could choose not to participate at all because they will get no (or very little) revenue if program enrollment is zero (or very low). Third, because providers would need to commit to a per-kWh price without knowing the enrollment level at the time of the auction, they would not know how many EACs they would need to buy to hedge their exposure. This may discourage participation or cause the providers to build a large risk premium into their bid prices, or both. Since this program does not have any enrollment history, providers would not have any reasonable way to forecast future enrollment.

OCA St. 1 at 17-18.

Dr. Ogur recommended that the program not be approved also, in part, due to the proposed costs of the program. He testified that the projected program costs are high relative to the projected cost of the EACs to be acquired and delivered under the program. OCA St. 1 at 19-20. The Company would incur approximately \$100,000 annually in program administration costs in order to deliver EACs that would likely not be worth more than \$88,200. OCA St. 1 at 19-20.

Both Dr. Ogur and Ms. Alexander raised consumer protection concerns about the program. Dr. Ogur testified that “customers are accustomed to their EDC offering regulated rates. They may think that DLC is offering a Green Tariff rate at fair, cost-based or market-based rates.” OCA St.

1 at 18. Dr. Ogur stated that due to the untested and unresearched nature of the design of the program, he was concerned that it could not be “reasonably assured that the Green Tariff provider bids and thus rates would reflect true costs or EAC market prices.” OCA St. 1 at 18. Dr. Ogur raised a second concern that customers may not understand that the Green Tariff rate reflects the “greening up” of only seven percent of their usage. OCA St. 1 at 18. OCA witness Dr. Ogur also raised a concern that the name and description of the tariff may lead consumers to believe that they are enrolling in a program to purchase additional more conventional clean or renewable energy attributes such as wind or solar whereas the Green Tariff attributes may come from nuclear energy which may or may not be considered “green” or “clean” by customers. *Id.* OCA witness Alexander raised a similar concern that customers would be confused by the CFE label as it is not defined in Pennsylvania law, differs from AEPS standards, and may include nuclear energy which a customer may not consider to be a clean or renewable energy. OCA St. 2 at 17. Finally, Dr. Ogur identified a concern that customers may think that they are enrolling in a program that will provide clean energy to them without fully understanding that the program acquires only EACs and not energy or capacity from a green energy generation facility. OCA St. 1 at 19.

OCA witness Alexander also identified several consumer protection concerns with the proposed program. Ms. Alexander testified that she was concerned about:

how this rate option will be marketed and described, how Duquesne will document the incremental growth of CFEs in Pennsylvania as opposed to purchasing attributes of existing facilities, and how this option will be distinguished from regular EGS marketing of renewable energy as part of their retail market portfolio of products. Another set of concerns will arise with the annual price change for this tariff rate and whether customers should be enrolled in a program in which the price will change without their affirmative consent or the normal opportunities for notice and ability to provide input associated with base rate proceeding.

OCA St. 2 at 17.

Ms. Alexander also identified concerns regarding the stated intent for the program that a supplier would purchase the products for the Green Tariff and display their logo on the bill. OCA St. 2 at 17-18. She testified that the attempt to allow an EGS to provide this service and then be listed on the bill would confuse the customer and create a conflict “with the retail market construct that allows an EGS to acquire customers for their retail generation supply service.” OCA St. 2 at 17. OCA witness Alexander also testified that it was not appropriate to inject DLC into the business of engaging an EGS to provide a product acquired in the wholesale market on the customer bill. OCA St. 2 at 18. The proposed treatment as a “non-basic” service still would not remedy the potential confusion and contradictory role of the EDS and EGS in the proposal. Ms. Alexander did not see any benefits from this proposed insertion of DLC as a “middleman” into this role. OCA St. 2 at 18.

The Settlement’s proposed elimination of the Green Tariff pilot program addresses the OCA’s concerns. For the reasons set forth above and in the testimonies of Dr. Ogur and OCA witness Alexander, the OCA supports withdrawal of the program and believes it is in the public interest.

E. Solar PPA

The Settlement provides that if the Company is not able to enter into a long-term solar purchased power agreement (PPA) during the current DSP IX period, the Commission’s approval of the Solar PPA in the DSP IX proceeding will be extended through the DSP X period. Settlement, ¶ 26, citing DSP X Petition, ¶¶ 71-73. OCA witness Dr. Ogur did raise any concerns with the Company’s proposal. The proposal is in the public interest and should be continued.

F. Standard Offer Program (“SOP”)

The Settlement adopts the recommendations of the OCA and CAUSE-PA to end the Standard Off Program (SOP) as of May 31, 2025, for the DSP X plan period. Settlement, ¶ 27; OCA St. 2 at 3, 6-13; CAUSE-PA St. 1 at 37. The Standard Offer Program provides for a discount of 7% off the Price to Compare at the time of enrollment for a 12-month period with no termination or cancellation fees. OCA St. 2 at 6. The actual discount provided to the customer varies during the contract term because PPL’s PTC is adjusted semi-annually. OCA St. 2 at 6-7. Therefore, if the PTC decreases during the contract, the customer may lose the value of the promised discount or pay more than the default service. OCA St. 2 at 6. As OCA witness Alexander testified, “their actual discount can change several times during the 12-month contract depending on the month in which the customer enrolls because of timing of the semi-annual PTC changes, thus contributing to confusion and a lack of understanding of these risks.” OCA St. 2 at 7.

OCA witness Alexander testified about the problems associated with the SOP. She testified:

In December 2023, the Duquesne PTC dropped from \$0.1145 to \$0.1046 and the 479 residential customers who enrolled with a supplier in the SOP at a rate of \$0.1065 in November lost their entire 7% discount and actually paid slightly more than the PTC during the rest of their SOP contract term. Again, in April 2024, 240 residential customers enrolled in the SOP at a rate of \$0.1046 but the following month the PTC dropped to \$0.0707, thus eliminating the discount and requiring these customers to pay over 3 cents per kWh MORE for supply service.

OCA St. 2 at 10. Ms. Alexander concluded that continuing the program is “not an appropriate role for the EDC and contributes to the confusion among customers.” OCA St. 2 at 13. Customers have access to robust information about the offers available to them with the upgraded and well-designed PaPowerSwitch web portal that includes many features that did not exist when the web portal was launched in 2010. OCA St. 2 at 13.

CAUSE-PA witness Geller reached similar conclusions in his Direct Testimony. Mr. Geller testified:

- Evidence strongly suggests that participants in the Standard Offer Program are not actively engaged in the competitive market and are likely to pay significantly more than the price to compare at the end of the SOP contract period.
- The vast majority of SOP customers – roughly 79% - did not make any affirmative decision at the expiration of their SOP contract, and instead were automatically rolled onto a new contract with their former SOP supplier.
- Achievable savings through the SOP are often short-lived, and are highly dependent on future pricing and active consumer engagement to ensure initial offers remain competitive with the changing price to compare.
- Of the customers that did not make an affirmative decision at the expiration of their SOP contract, 75% were charged rates that were more than 25% higher than the applicable PTC, and 19% were charged.

CAUSE-PA St. 1 at 36-37.

For the reasons set forth in the testimonies of OCA witnesses Alexander and CAUSE-PA witness Geller, the OCA strongly supports elimination of the SOP. The Settlement provision to eliminate the SOP for the DSP X plan period is in the public interest and should be approved.

G. Bill Ready Billing

The Settlement adopts the proposal of offering bill ready billing for EGSs. Settlement, ¶ 28. DLC currently allows suppliers to bill either as a rate ready or a bill ready. OCA St. 2 at 14. OCA witness Alexander testified about the problems associated with bill ready billing. She testified:

A supplier bill that presents their charges as a fixed or additional customer charge and a cents per kWh based on actual usage presents another barrier to a customer's ability to compare their supplier charges to the PTC. I attached such a bill provided in response to OCA-III-13, attachment A as Exhibit BA-6. On the first page of the bill, the "Supply" charge is listed as \$101.98. On the third page of the bill, the detail of the "Supply" charge lists a "customer charge" of \$59.31 and a "Generation-Trans" charge that presents the customer's usage times a cents per kWh rate of \$0.0936 for a subtotal of \$42.67. The PTC is listed above the supplier charge in this same section of account detail as \$0.1046 per kWh. A customer might conclude that their supplier rate is below the PTC, but this would not be correct. The customer is actually paying a rate of **22 cents per kWh** when the impact of the customer charge

and the usage rate is reflected in the calculation of total supplier charges divided by the kWh usage. As a result, the customer is misled into thinking that their supplier rate is lower than the PTC disclosed on this page of the bill when in fact it is considerably higher.

OCA St. 2 at 14-15 (emphasis in original).

For the reasons set forth in the testimony of OCA witness Alexander, the OCA continues to support bill presentation that accurately reflects the total supplier charges divided by the customer's monthly kWh usage so that customers may more readily compare the supplier charges to DLC's PTC. However, the Settlement maintains the status quo, and in the overall context of the full Settlement, the OCA agrees that the provision is in the public interest and should be approved.

H. Customer Assistance Program ("CAP")

The Settlement adopts the Company's proposed CAP rules amendment to prohibit suppliers from charging termination or cancellation fee(s) to CAP applicants who return to default service upon entry into CAP. Settlement, ¶ 29. CAUSE-PA witness Geller testified to the issues facing CAP participants:

DLC's CAP shopping restrictions have likely prevented millions of dollars in unnecessary programmatic costs and higher charges to low income CAP participants. However, at the same time, the rule has created barriers to enrollment in CAP – causing unnecessary delays and additional costs, such as supplier cancellation fees and other charges, that serve to exacerbate energy insecurity and result in increased energy debts and increased risk of involuntary termination. Customers seeking to enroll in CAP must have a clear and unobstructed path to enroll in the program without undue delay or added financial penalties, fees, or charges which may exacerbate the household's energy insecurity.

CAUSE-PA St. 1 at 27-28.

To attempt to alleviate the barriers to returning to CAP service, DLC is proposing to modify its CAP enrollment procedures to permit CAP applicants to automatically return to default service upon enrollment in CAP and to prohibit suppliers from charging termination fees when a customer enrolls in CAP. CAUSE-PA St. 1 at 30. For the reasons set forth in CAUSE-PA witness Geller's

testimony, the OCA supports this provision of the Settlement, and recommends that it be approved as in the public interest. CAUSE-PA St. 1 at 31-33.

III. THE SETTLEMENT IS IN PUBLIC INTEREST

The OCA submits that the Settlement, as a whole, is in the public interest for the reasons outlined above. This Settlement represents a balance of the parties and provides crucial protections and benefits for consumers. The Settlement ensures that DLC will meet its statutory responsibilities to procure a default service portfolio that is designed to ensure service at least cost over time, it seeks to protect consumers from the known harms caused by competition through elimination of the SOP and seeks to ensure that low-income customers can access the benefits of CAP with needed administrative changes. In its whole, all these benefits, especially when weighed against the risks and costs of litigation, demonstrate that this proposed Settlement is in the public interest and should be adopted without modification.

Respectfully Submitted,

/s/ Christy M. Appleby

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DATE: October 1, 2024

APPENDIX F

STATEMENT IN SUPPORT

**OFFICE OF SMALL BUSINESS
ADVOCATE**

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of Duquesne Light Company :
For Approval of Default Service Plan : **Docket No. P-2024-3048592**
for the Period June 1, 2025 through :
May 31, 2029 :

**STATEMENT OF THE
OFFICE OF SMALL BUSINESS ADVOCATE
IN SUPPORT OF THE JOINT PETITION FOR SETTLEMENT**

I. Procedural History

The Office of Small Business Advocate (“OSBA”) is an independent office of the Commonwealth of Pennsylvania authorized by the Small Business Advocate Act (Act 181 of 1988, 73 P.S. §§ 399.41 - 399.50) to represent the interest of small business consumers as a party in proceedings before the Pennsylvania Public Utility Commission (“Commission”).

On April 19, 2024, Duquesne Light Company (“Duquesne” or “Company”) filed a petition for approval of a default service plan (POLR X) for the period of June 1, 2025, through May 31, 2029 (“Petition”). Specifically, Duquesne sought the Commission’s approval of its plan pursuant to Chapter 28 of the Public Utility Code and 52 Pa Code § 5.41.

Notice of the Petition was published in the May 11, 2024, edition of the *Pennsylvania Bulletin*. The notice required that formal protests, petitions to intervene, and answers be filed with the Secretary of the Commission by or before May 31, 2024. In accordance with said notice, and also with 52 Pa. Code § 5.61, the OSBA timely filed Notice of Intervention on May 7, 2024.

Subsequently, the OSBA filed the direct and surrebuttal testimony of OSBA witness Robert D. Knecht. The OSBA also actively participated in the negotiations which led to the execution of the Joint Petition for Approval of Settlement on October 1, 2024 (“*Settlement*”).

II. Duquesne’s Original Proposal

The OSBA intervened in this proceeding to evaluate the proposed plan and to identify any issues that may unjustly impact small business customers. The OSBA reserved the right to comment on the details of Duquesne’s Petition after the OSBA had the opportunity to engage in further discovery.

III. Settlement

A. Small C&I and Medium C&I Procurement (*Settlement* Section B ¶21-22)

The OSBA was generally supportive of the Company’s proposal to acquire default service electricity for Small and Medium Commercial and Industrial (“C&I”) customers through fixed price full-requirements (“FPFR”), load-following contracts. The OSBA also supported Duquesne’s proposal to impose a cap on the load which can be awarded to a single supplier.¹

While Mr. Knecht noted two aspects of some concern, including the increased “risk premium” for FPFR for all rate class groups, and also the increase in the winning

¹ OSBA Statement No. 1 at 9-10.

bid prices for Small C&I relative to those of Residential/Lighting customers, he noted that the shift could be attributed to a number of factors (e.g., perceived higher shopping risk or changes in customer load shape). While no explanation for the shift was presented in the Company's filing, since the issues are both relatively recent and not sustained, the OSBA didn't recommend any specific changes to Duquesne's proposal.²

Under the *Settlement*, the Company's procurement plan is approved as filed, except that the residential load cap of 50% for wholesale suppliers shall apply on the total supplier portfolio in lieu of a per auction basis. Duquesne will procure power to provide default service to Small C&I customers (less than 25 kW maximum peak demand) and Medium C&I customers (less than or equal to 200 kW maximum peak demand) for the period commencing June 1, 2025, and ending May 31, 2029, through full-requirements contracts. (*Settlement* at 4).

Default service rates for Small C&I customers will be based on the results of competitive procurements that are a combination of twelve (12) and twenty-four (24) month full requirements contracts with laddered delivery periods with rates reset semi-annually, resetting on December 1 and June 1st.

Default service rates for Medium C&I customers with a monthly metered demand of equal to or greater than 25kW and less than 200 kW will be based on the results of competitive procurements. Duquesne proposed a change from the current approach of soliciting three-month supply contracts so that half of the supply for Medium C&I will be

² OSBA Statement No. 1 at 10.

procured in the form of a 12-month FPFPR product, and the other half in a six-month FPFPR product with a 3-month pricing term.³

Duquesne conducted a credible analysis of historical data which indicates that Medium C&I rate volatility would have been materially lower under the proposed procurement approach.⁴ While there are no guarantees, Mr. Knecht concluded that it is likely that the proposed changes will significantly reduce the potential for the pricing problems experienced in the winter of 2022/23 for Medium C&I customers. The OSBA did not propose and changes to the Company's filed proposal.

B. Electric Vehicle Time of Use Pilot Program ("EV-TOU) (*Settlement Section C ¶24*)

In its DSP X plan, Duquesne proposed to extend its EV-TOU Pilot Program that is be available to Residential, Small C&I and Medium C&I customers who own or lease an EV, or who operate EV charging infrastructure. *See* Petition, para. 52-63. The OSBA examined Duquesne's proposed EV-TOU Pilot to ensure there is no cost shifting between procurement classes.⁵ The OSBA therefore did not oppose the proposed modification to the EV-TOU Pilot.

³ Petition at 8, Para. 23-33.

⁴ OSBA Statement No. 1 at 11, *citing* DLC Statement No. 3 at 20-23.

⁵ OSBA Statement No 1 at 13.

C. Green Tariff Pilot (*Settlement* Section D ¶25)

The Green Tariff Pilot proposal was limited to residential customers. Therefore, the OSBA took no position on the program as filed.

D. Solar PPA (*Settlement* Section E ¶26)

The OSBA took no position on this issue.

E. Standard Offer Program (“SOP”) (*Settlement* Section F ¶26)

In its DSP X plan, Duquesne proposed to continue its current practice of placing new and moving customers on default service, unless a customer elects to take service from an electric generation supplier (“EGS”).⁶

As Mr. Knecht testified, other Pennsylvania default service providers have expressed a concern that customers who remain with their EGSs at the end of their 12-month SOP period often face prices that exceed or substantially exceed the default service price. While Duquesne did not explicitly express the concern in its filing, it did submit an analysis of the issue split between Residential and Small C&I customers.⁷

Mr. Knecht recommended, at minimum, Duquesne be required to notify participating customers when their SOP period is about to expire and remind those customers about their shopping options.⁸

The Settlement provides that Duquesne’s SOP will end as of May 31, 2025. Customers enrolled prior to that date will continue to be supplied under the terms of their SOP until their respective contracts end.⁹

⁶ Petition at 21, Para. 75-77

⁷ OSBA Statement No. 1 at 17.

⁸ *Id.*

⁹ Settlement at 5, Para. 27.

F. Bill Ready Billing (*Settlement* Section G ¶28)

The OSBA took no position on this issue.

G. Customer Assistance Program (“CAP”) (*Settlement* Section H)

The OSBA took no position on this issue.

IV. Conclusion

By resolving the issues of principal concern to the OSBA, the Settlement will enable the OSBA to conserve its resources and avoid the uncertainties inherent in fully litigating the issues addressed by the Settlement.

Therefore, for the reasons set forth above and in the Settlement itself, the OSBA respectfully requests that the Administrative Law Judge and the Commission approve the Joint Petition for Approval Settlement without modification.

Respectfully submitted,

/s/ Sharon E. Webb

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Date: October 1, 2024

APPENDIX G

STATEMENT IN SUPPORT

**Coalition For Affordable Utility
Service And
Energy Efficiency In Pennsylvania**

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition of Duquesne Light Company for :
Approval of a Default Service Program for the : Docket No. P-2024-3048592
Period of June 1, 2025 through May 31, 2029 :

**STATEMENT OF THE COALITION FOR AFFORDABLE UTILITY SERVICES AND
ENERGY EFFICIENCY IN PENNSYLVANIA IN SUPPORT OF THE JOINT
PETITION FOR APPROVAL OF SETTLEMENT**

The Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania (CAUSE-PA), a signatory party to the Joint Petition for Approval of Settlement (Joint Petition or Settlement), respectfully requests that the terms and conditions of the Partial Settlement be approved without modification by the Honorable Administrative Law Judges (ALJs) Mary D. Long and John M. Coogan and the Pennsylvania Public Utility Commission (Commission).

For the reasons stated more fully below, CAUSE-PA believes that the terms and conditions of the Settlement are squarely in the public interest and will help protect low income consumers against certain and demonstrated harms currently occurring in the residential energy market.

I. INTRODUCTION

CAUSE-PA intervened in this proceeding to ensure that Duquesne Light Company's (DLC) Default Service Plan (DSP) and all attendant programs and terms and conditions of service are appropriately designed to ensure that default service remains accessible and affordable for low income consumers and other vulnerable consumer groups. Specifically, CAUSE-PA sought to explore the following issues in this proceeding: (1) the effect of DLC's proposed procurement strategy for residential consumers, and its adequacy in providing a stable, cost-effective default service option; (2) the effect of the Company's proposal to continue its Standard Offer Referral

Program, and its adequacy in preventing consumers from facing high costs at the end of the program period; (3) whether the Company's proposed EV-Time of Use (TOU) will impact consumers that cannot afford to adopt an EV; (4) the impact of the Company's proposed Green Tariff on consumers that cannot afford the alternative rider; (5) whether the Company's Purchase of Receivables (POR) program is designed in a manner that protects vulnerable consumers from shouldering unnecessary collections expenses driven by unreasonably high pricing in the competitive market; and (6) whether the Company's Customer Assistance Program (CAP) rules are creating a barrier to program entry for payment troubled low income consumers that are enrolled with a supplier at the time they apply for rate assistance through CAP.¹

Through the course of the proceeding, the following critical facts were revealed, evidencing a clear need to strengthen the policies, procedures, rules, and programs currently in place which govern interactions of residential and low income consumers with the competitive retail energy market, as well as the availability of time varying rates.

Residential and Low Income Shopping

- Since 2017, DLC's residential shopping customers were charged \$224.3 million more than the default service price.²
- On a per customer basis since 2017, DLC's residential shopping customers were charged, on average, \$1,698.83 more than the default service price.³
- Since 2017, DLC's confirmed low income customers were charged, \$1.8 million more than the default service price.⁴
- On a per customer basis since 2017, DLC's confirmed low income customers were charged, on average, \$1,350.32 more than the default service price.⁵

¹ CAUSE-PA Prehearing Memo at 1-2.

² CAUSE-PA Exhibit 1.

³ Id.

⁴ CAUSE-PA Exhibit 2.

⁵ Id.

- In 2024, on a monthly basis, confirmed low income shopping customers faced average charges between \$13-18 each month in excess of the default service price.⁶
- Evidence in this proceeding, coupled with evidence from other states and other Pennsylvania service territories, suggests that the most substantial financial harms in the competitive market have been concentrated in low income and minority communities – and warrants further attention from the Commission.⁷

Standard Offer Program (SOP)

- Evidence strongly suggests that participants in the Standard Offer Program are not actively engaged during the post SOP transition into the competitive market and are likely to pay significantly more than the price to compare at the end of the SOP contract period.⁸
- The vast majority of SOP customers – roughly 79% - did not make any affirmative decision at the expiration of their SOP contract, and were automatically rolled onto a new contract with their former SOP supplier.⁹
- Of the customers that did not make an affirmative decision at the expiration of their SOP contract, 75% were charged rates that were more than 25% higher than the applicable PTC, and 19% were charged rates that were more than 100% higher than the applicable PTC.¹⁰
- Achievable savings through the SOP are often short-lived, and are highly dependent on future pricing and active consumer engagement requiring continued vigilance to ensure initial offers remain competitive with the changing price to compare.¹¹

CAP Shopping Rules

- Energy insecurity threatens stable and continued housing, employment, and education; has substantial and long-term impacts on mental and physical health; creates serious risks to the household and the larger community; and negatively impacts the greater economy.¹²
- Even with assistance, low income households are often still unable to afford the cost of energy, and often forego other critical necessities – or keep their home at unsafe temperatures – as a result of energy unaffordability.¹³

⁶ CAUSE-PA Exhibit 2.

⁷ CAUSE-PA St. 1 at 12-16.

⁸ Id.

⁹ Id. at 18; OCA to DLC I-8.

¹⁰ CAUSE-PA St. 1 at 18.

¹¹ Id. at 20-21.

¹² Id. at 22-30.

¹³ Id.

- The current process and procedure for low income shopping customers to enroll in CAP is needlessly cumbersome, creates substantial barriers to program enrollment, and results in additional financial burden.¹⁴

The terms included in the proposed Settlement are directly responsive to the evidence summarized above and will help to meaningfully address numerous critical issues identified through the course of investigating DLC's initial filing in this proceeding. Indeed, the proposed Settlement was arrived at through good faith negotiation by all parties, is firmly rooted in substantial record evidence, and addresses areas of primary concern to CAUSE-PA; namely, safeguarding against excessive pricing and the negative consequences that result. It also fairly balances the positions of other parties, helping to reduce the cost of potentially lengthy litigation of the issues in the proceeding. As such, CAUSE-PA asserts that the Partial Settlement is in the public interest and should be approved without modification.

II. BACKGROUND

CAUSE-PA adopts the background as set forth in Paragraphs 1-17 of the Joint Petition. By way of further background, CAUSE-PA submitted expert testimony of Mr. Harry S. Geller in this proceeding. Mr. Geller sponsored Direct, Rebuttal, and Surrebuttal testimony, and associated appendices and CAUSE-PA Exhibits 1 and 2, which were duly admitted to the record at the August 28, 2024 evidentiary hearing in this proceeding.¹⁵

III. SUPPORT FOR THE SETTLEMENT

For the reasons discussed below, CAUSE-PA asserts that the proposed Settlement presents a reasonably balanced resolution to the issues in this proceeding. While many of the provisions of the Settlement are discussed with specificity below, CAUSE-PA's silence with respect to any

¹⁴ Id.

¹⁵ CAUSE-PA St. 1, 1-R, and 1-SR.

particular provision does not indicate that CAUSE-PA is not in agreement with the provision. CAUSE-PA supports the Settlement, and urges the ALJs and the Commission to approve the terms and conditions in its entirety and without modification.

A. DSP X PROGRAM TERM

CAUSE-PA did not offer testimony regarding the program term.

B. PROCUREMENT ISSUES

CAUSE-PA did not offer testimony regarding procurement issues.

C. EV TOU PILOT

CAUSE-PA did not offer testimony regarding DLC’s EV TOU Pilot.

D. GREEN TARIFF PILOT

CAUSE-PA did not offer testimony regarding DLC’s Green Tariff Pilot Program.

E. SOLAR PPA

CAUSE-PA did not offer testimony regarding the Company’s Solar PPA.

F. STANDARD OFFER PROGRAM (“SOP”)

In its initial filing, the Company proposed no modifications to its SOP.¹⁶ Mr. Geller opposed the continuation of the Company’s SOP, arguing that program data clearly shows the program is not resulting in a positive customer experience, and is “likely contributing to the excessive supplier pricing” outlined above.¹⁷ As Mr. Geller explained, energy savings through DLC’s SOP are short-lived and, without active engagement, can give way to substantial price increases.¹⁸ For example, a customer enrolling in DLC’s existing SOP in November 2023 would have received a 7% discount on the then-current default service price (PTC).¹⁹ However, by

¹⁶ CAUSE-PA St. 1 at 21.

¹⁷ Id. at 16-17.

¹⁸ Id. at 16-19.

¹⁹ Id. at 19.

December 2023, the PTC dropped - resulting in an SOP rate which exceeded the applicable PTC for 11 of the 12-month program.²⁰

In addition to exposing participants to higher prices during the program year, Mr. Geller also explained that DLC's SOP provides an easy on-ramp into the market but does not protect inattentive consumers from financial harm when they are automatically rolled into volatile and more expensive rates after their contract expires. Mr. Geller presented evidence showing that 79% of SOP participants remained with their SOP supplier after their term ended, with 75% of these customers paying over 25% more than the PTC.²¹ Alarming, nearly 1 in 5 (19%) paid rates more than double the PTC.²² These financial impacts are particularly devastating for low-income households, who already face high energy burdens. For these families, higher rates following the SOP can lead to utility termination, triggering a cascade of consequences including eviction, bankruptcy, and long-term instability.²³ Given these documented harms, Mr. Geller concluded that the Commission should end DLC's SOP.²⁴ He argued that while suppliers can still offer discounted rates to attract customers, it is neither just nor reasonable for DLC to continue administering a program that consistently results in higher prices and financial harm to participants, particularly low-income families.²⁵

Under the terms of the proposed Settlement, DLC's SOP would end as of May 31, 2025, coinciding with the end of DLC's DSP IX for any new enrollees. Any customers enrolled in the SOP as of May 31 will remain on the SOP term until their 12-month term expires. All parties retain the right to make proposals regarding the SOP in future default service proceedings.

²⁰ Id.

²¹ Id. at 20.

²² Id.

²³ Id. at 19.

²⁴ Id.

²⁵ Id.

CAUSE-PA submits that it is just, reasonable, and squarely in the public interest to discontinue operation of the SOP. As explained, substantial record evidence supports this conclusion. The vast majority of SOP participants face higher rates – either during the 12-month period or in the months following expiration of the program term. These outcomes have a particularly harsh impact on low income families, who face acute affordability challenges at existing rates. Importantly, there are no other reasonable alternatives on the record that will prevent this identified financial harm to a majority of SOP participants. Discontinuation of the SOP will prevent further financial harm to participants of this Commission-sanctioned and utility-administered program. Thus, we urge approval of the proposed Settlement – and specifically the proposal to end DLC’s SOP – without modification or delay.

G. BILL READY BILLING

Pursuant to paragraph 28 of the proposed Settlement, DLC will continue to offer bill ready billing for suppliers, which allows an EGS to calculate and submit a final calculated charge to DLC for inclusion on a shopping customer’s bill.²⁶ This is different from a rate ready billing structure, through which a supplier provides DLC with a per kWh rate that is calculated by DLC for inclusion on the bill.²⁷

In direct testimony, Mr. Geller raised concerns with the lack of visibility into bill ready billing charges, which could include optional nonbasic service charges.²⁸ He explained that Commission regulations require that partial payments be applied first to basic services before nonbasic services, and explicitly prohibit public utilities from terminating service due to nonpayment of nonbasic service charges.²⁹ The lack of visibility into bill ready billing can hinder

²⁶ DLC St. 1 at 11.

²⁷ CAUSE-PA to DLC I-2, attachment.

²⁸ CAUSE-PA St. 1 at 32-35.

²⁹ Id. at 31; 52 Pa. Code § 56.83(3).

DLC's ability to apply payments properly and comply with various legal and regulatory requirements.³⁰ Despite modifications made in the Company's last DSP proceeding to address these issues—such as requiring EGSs to provide electric supply charges in specific formats and certifying that only basic electric supply is provided through consolidated billing—DLC still claims it lacks sufficient visibility into supplier charges to verify that bill ready billing charges do not include non-basic service charges.³¹ Mr. Geller recommended that DLC end its bill ready billing program, as it cannot adequately ensure compliance with the Commission's regulations governing billing, collections, and terminations.³²

While Mr. Geller's recommendation to end bill ready billing are not included in the joint Settlement, CAUSE-PA nevertheless submits that the Settlement as a whole represents a reasonable balance of the interests in this case and should be approved.

H. CUSTOMER ASSISTANCE PROGRAM

Pursuant to paragraphs 29-32, DLC will amend its CAP rules to prohibit suppliers from charging termination or cancellation fees to CAP applicants who return to default service starting on June 1, 2025. CAP applicants will be automatically returned to default service upon enrollment, and the CAP application and welcome packet will clearly state that suppliers cannot charge such fees. While DLC will notify suppliers of this rule annually, it will not be responsible for ensuring compliance, leaving customers the right to file complaints with the Commission if necessary. On June 1, 2025, DLC will amend its Supplier Tariff and will implement revisions to its CAP

³⁰ Appendix C, Low-Income Home Energy Assistance Program, 2023 Vendor Agreement – Utility.

³¹ CAUSE-PA St. 1 at 31.; Petition of DLC for Approval of Its Default Services Plan for the Period from June 1, 2021 through May 31, 2025, Docket No. P-2020-3019522, Joint Petition for Unopposed Partial Settlement, at paras. 50-51 (approved by order dated Jan. 14, 2022).

³² Id. at 32.

application to facilitate streamlined enrollment for low income shopping customers – allowing applicants to elect to return to default service by completing the CAP application process.

DLC’s existing CAP policies prohibit CAP shopping, which helps to prevent substantial financial harm to low income households.³³ However, this prohibition makes it more difficult for low income shopping customers to timely enroll in CAP.³⁴

Delayed CAP enrollment, and/or the imposition of early cancellation or termination fees, can and does have a deep and negative impact on low income customers and, in turn, inflates programmatic costs – in direct conflict with the Commission’s statutory obligation to ensure CAP is both cost effective and accessible to those in need.³⁵ As Mr. Geller explained, “low income customers are most likely to seek enrollment in CAP when they are in active crisis – often following receipt of a 10-day or 3-day termination notice.”³⁶ Thus, timely enrollment in CAP “is of the essence ... to prevent the loss of electricity to the home and a host of other consequences to health, safety, and stability that follow.”³⁷

The harms associated with delayed CAP enrollment are particularly stark in light of substantial data revealed in this proceeding demonstrating that low income shopping customers are charged substantially higher rates compared to low income default service customers.³⁸ Between January and May, 2024, confirmed low income shopping customers were charged on average between \$13.92 and \$20.70 *each month* in excess of the default service price.³⁹ These high

³³ CAUSE-PA St. 1 at 25-27.

³⁴ CAUSE-PA St. 1 at 27-28.

³⁵ 66 Pa. C.S. §§ 2802 (9)-(10), 2803, 2804(9),

³⁶ CAUSE-PA St. 1 at 26.

³⁷ *Id.* at 27.

³⁸ *Id.* at 7; CAUSE-PA Exhibit 2.

³⁹ CAUSE-PA Exhibit 2.

charges are not limited to 2024 – they have been persistent and pervasive in nearly every single month – dating back to at least 2017, but likely much longer.⁴⁰

Mr. Geller explained at length the substantial negative consequences that result when low income consumers face higher rates for basic energy services, and the critical need to improve timely access to rate assistance programs to prevent the more costly consequences of utility insecurity to individuals, families, communities, and other residential ratepayers.⁴¹ At the same time, unnecessary delays in CAP enrollment increases the cost of CAP to other residential ratepayers – causing low income households to incur greater debts which are later deferred for forgiveness through enrollment in the program.⁴²

The CAP amendments contained in the proposed Settlement are not only consistent with sound public policy to prevent well-documented harms to both low income families and other residential ratepayers, they are also consistent with the Commission’s statutory universal service program obligations.⁴³ Importantly, the Commonwealth Court has definitively concluded that the Commission has the clear statutory authority to implement CAP rules consistent with those included in the proposed Settlement.⁴⁴ There is substantial evidence in this proceeding indicating a compelling and urgent need for low income shopping customers to enroll in CAP. Thus, for the reasons explained above and more thoroughly in Mr. Geller’s direct testimony, we strongly urge the ALJs and the Commission to approve the proposed CAP rule revision incorporated in the proposed Settlement without modification.

⁴⁰ CAUSE-PA Exhibit 2.

⁴¹ *Id.* at 28.

⁴² *Id.* at 24.

⁴³ 66 Pa. C.S. § 2804(9); *see also* CAUSE-PA et al. v. Pa PUC, 120 A.3d 1087, 1103 (Pa. Commw. Ct., July 14, 2015) (“The obligation to provide low-income programs falls on the public utility under the Choice Act, not on the EGSs. Moreover, the Choice Act expressly requires the PUC to administer these programs in a manner that is cost-effective for both the CAP participants and the non-CAP participants, who share the financial consequences of the CAP participants’ EGS choice.”)

⁴⁴ CAUSE-PA, 120 A.3d at 1103.

IV. CONCLUSION

CAUSE-PA submits that the proposed Settlement, which was achieved by the Joint Petitioners after an extensive investigation of the Company's filing, is in the public interest and should be approved. Acceptance of the Settlement also avoids the necessity of further proceedings regarding the settled issues. Accordingly, CAUSE-PA respectfully requests that the ALJs and the Commission approve the proposed Settlement without modification.

Respectfully submitted,
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