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July 14, 2026

VIA E-FILING

Matthew Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2' Floor North
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: PETITION OF FIRSTENERGY PENNSYLVANIA ELECTRIC COMPANY FOR APPROVAL OF ITS DEFAULT SERVICE PROGRAM FOR THE PERIOD JUNE 1, 2027 TO MAY 31, 2031. Docket No. P-2026-3060298

Dear Secretary Homsher:

This office represents Dimension PA 1, LLC in the above referenced matter. We were told by your office that there was a technical error in our filing--3108131. We have taken steps to correct the purported error and are now submitting our brief for refiling. We request that the filing be considered timely since the error, if any, was minor and we did submit the brief for filing and circulate the brief on July 10, 2026 before the 4:30PM deadline.

Yours truly,

Daniel B. Markind

DBM/lm

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Re: PETITION OF FIRSTENERGY PENNSYLVANIA ELECTRIC COMPANY FOR APPROVAL OF ITS DEFAULT SERVICE PROGRAM FOR THE PERIOD JUNE 1, 2027 TO MAY 31, 2031.
Docket No. P-2026-3060298

Dear Secretary Homsher:

Enclosed for electronic filing please find Dimension PA 1 LLC's Brief in Opposition to Non-Unanimous Settlement in the above-referenced matter. The Brief will be served on the presiding Administrative Law Judges ("ALJs") and all parties of record as indicated on the Certificate of Service.

Best regards,

Daniel B. Markind

Daniel B. Markind

DBM/lm

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

PETITION OF FIRSTENERGY PENNSYLVANIA ELECTRIC COMPANY FOR APPROVAL OF ITS DEFAULT SERVICE PROGRAM FOR THE PERIOD JUNE 1, 2027 TO MAY 31, 2031.	:	Docket No. P-2026-3060298

BRIEF SUBMITTED BY DIMENSION PA 1, LLC IN OPPOSITION TO NON-UNANIMOUS SETTLEMENT

Dated: July 10, 2026

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I. INTRODUCTION

A. Procedural History

This office represents Dimension PA 1, LLC ("Dimension") in the above-referenced matter. We are submitting this Brief to set forth Dimension's opposition to the non-unanimous settlement as it relates to Maximum Registered Peak Load (MRPL) -- item III in the approved outline. Dimension takes no position on any issue which does not involve MRPL.

First Energy, PA (FE PA) filed the subject Petition on February 3,2026. Among other matters, the Petition sought to modify FE PA's rate structure by assigning to its HP Rider those default service providers which have a demand of 100 kW or MRPL of 100 kW or above; while assigning its lower cost PTC Rider to those customers which have a demand below 100kW and MRPL below 100 kW. FE PA also proposed that the change become effective for new net metering customers as of June 1, 2027, while for existing net metering customers the change would not be effective until June 1, 2029, just two years from the effective date. In the recent PUC matter involving PPL, the Commission approved a settlement which contained a 10 year grandfathering provision, and stated that the settlement was reasonable and in the public interest. (See PUC ruling in PPL at pages 202-203.)

Dimension PA 1, LLC (Dimension) filed its Petition to Intervene on March 5, 2026. That Petition was granted on March 23, 2026. In its Petition to Intervene, Dimension took strong issue with FE PA's MRPL proposals.

A trial in this matter was conducted on June 15, 2026, only four days after the announcement of a non-unanimous settlement, which contained a provision never previously set forth and never subjected to scrutiny.

B. Non-Unanimous Settlement

The non-unanimous settlement, announced June 11, 2026, accepted FE PA's proposed reclassification of net metering customers, yet also added a new provision not previously found in FE PA's Petition or anywhere else. That provision stated as follows:

For purposes of determining compensation for net excess generation for customer-generators taking service under the Hourly Pricing ("HP") Rider, the compensation shall include capacity and line loss portions of the HP Rider until May 31, 2041, absent a material change in the capacity markets operated by PJM. In the event of such an occurrence, FE PA will notify and meet with parties to the Settlement, including Walmart, to discuss the proposed changes and their impact on customer-generator compensation at least 30 days in advance of such a PUC filing being made.

C. Legal Standards

As the Public Utility Commission in the PPL case stated:

> The burden of proof to establish the justness and reasonableness of every element of a public utility's rate increase request rests solely upon the public utility in all proceedings filed under Section 1308(d) of the Code. 66 Pa.C.S. § 315(a). The standard to be met by the public utility is set forth in Section 315(a) of the Code, 66 Pa.C.S. § 315(a), as follows: Reasonableness of rates. – In any proceeding upon the motion of the commission, involving any proposed or existing rate of any public utility, or in any proceedings upon complaint involving any proposed increase in rates, the burden of proof to show that the rate involved is just and reasonable shall be upon the public utility. 66 Pa.C.S. § 315(a). In reviewing Section 315(a) of the Code, the Pennsylvania Commonwealth Court interpreted a public utility's burden of proof in a rate proceeding as follows: Section 315(a) of the Public Utility Code, 66 Pa.C.S. § 315(a), places the burden of proving the justness and reasonableness of a proposed rate hike squarely on the

public 13 utility. It is well-established that the evidence adduced by a utility to meet this burden must be substantial. Lower Frederick Twp. Water Co. v. Pa. PUC, 409 A.2d 505, 507 (Pa. Cmwlth. 1980) (emphasis added); see also, Brockway Glass Co. v. Pa. PUC, 437 A.2d 1067 (Pa. Cmwlth. 1981).

In general rate increase proceedings, it is well established that the burden of proof does not shift to parties challenging a requested rate increase. Rather, the utility's burden of establishing the justness and reasonableness of every component of its rate request is an affirmative one that burden remains with the public utility throughout the course of the rate proceeding. There is no similar burden placed on parties to justify a proposed adjustment to the Company's filing.

…the Commission does not simply rubber stamp settlements without further inquiry. In order to accept a settlement such as that proposed here, the Commission must determine that the proposed terms and conditions are in the public interest. Pa. PUC v. York Water Co., Docket No. R-00049165 (Order entered October 4, 2004); Pa. PUC v. C. S. Water and Sewer Assoc., 74 Pa. P.U.C. 767 (1991) (CS Water and Sewer). The focus of the inquiry for determining whether a proposed settlement should be approved by the Commission is whether the proposed terms and conditions foster, promote, and serve the public interest. Pa. PUC, et al. v. City of Lancaster – Bureau of Water, Docket Nos. R-2010-2179103, et al. (Order entered July 14, 2011) (citing Warner v. GTE North, Inc., Docket No. C-00902815 (Order entered April 1, 1996) and CS Water and Sewer). When Joint Petitioners request that the Commission enter an order in this proceeding approving the Settlement without modification, they share the burden of proof to show that the terms and conditions of the Settlement are in the public interest. See 66 Pa.C.S. § 332(a). (PPL at Page 17)

The use of a non-unanimous settlement raises the obvious concern that the Commission **continue to respect the non-settling parties' right to notice and the opportunity to be heard.** Therefore, where a non-unanimous settlement is proposed to resolve litigation, the agency's review of the entire matter should ensure that the evidence and arguments presented by non-settling 202 parties receive full and fair consideration. See Pa PUC, et al. v. Peoples Natural Gas Company LLC, Docket No. R-2023-3044549 (Opinion and Order entered September 12, 2024) (Peoples Natural Gas);

(PPL at 202-203) (emphasis added)

…the Commission does not simply rubber stamp settlements without further inquiry. In order to accept a settlement such as that proposed here, the Commission must determine that the proposed terms and conditions are in the public interest. Pa. PUC v. York Water Co., Docket No. R-00049165 (Order entered October 4, 2004); Pa. PUC v. C. S. Water and Sewer Assoc., 74 Pa. P.U.C. 767 (1991) (CS Water and Sewer). The focus of the inquiry for determining whether a proposed settlement should be approved by the Commission is whether the proposed terms and conditions foster, promote, and serve the public interest. Pa. PUC, et al. v. City of Lancaster – Bureau of Water, Docket Nos. R-2010-2179103, et al. (Order entered July 14, 2011) (citing Warner v. GTE North, Inc., Docket No. C-00902815 (Order entered April 1, 1996) and CS Water and

> Sewer). Because the Joint Petitioners request that the Commission enter an order in this proceeding approving the Settlement without modification, they share the burden of proof to show that the terms and conditions of the Settlement are in the public interest. See 66 Pa.C.S. § 332(a) (Page 202 of Commission's PPL Opinion).

D. Summary of Argument

Dimension owns numerous special purpose entities (SPE's) in FE PA's service territory that are utility customers that generating power from solar photovoltaic power generation. Dimension's SPE's own solar photovoltaic power generation projects in FE PA's service area that are eligible for net metering under 52 Pa. Code § 75.13 and that have executed Interconnection Service Agreements ("ISAs") under FE PA's Commission-approved existing interconnection rules.

The proposed settlement provides no meaningful protection to Dimension and introduces a new element which will likely inure to its detriment. Specifically, Dimension takes issue with two aspects of the proposed settlement: (a) the lack of a fair and reasonable "grandfathering" (also known as "legacy rights") provision that would provide relief to solar developers that have long relied on the prior rate structure for costly decisions (many already incurred) concerning the development of solar projects; and (b) the provision, not contained in FE PA's original proposal and not supported by any competent testimony, that locks in until 2041 the factors for compensation for net excess generation for customer-generators. Under the non-unanimous settlement, this will include the "capacity and line loss portions of the HP Rider." FE PA, but not other parties, may seek to change that provision prior to 2041 if in its view there has been "a material change in the capacity markets operated by PJM." Dimension strongly believes and submits that the formula for the compensation to customer generators should be reviewable periodically as part of the normal rate setting process, and that FE PA should not be the only party able to seek a departure from that formula during the time period in which a customer generator is taking service on the rate.

These changes, if accepted, would materially and adversely affect Dimension's existing and planned projects by: (a) reducing the compensation value of exported generation; (b) increasing revenue volatility; (c) undermining the economic assumptions used in financing and contractual arrangements; and (d) applying to projects with existing ISAs with only a two year grandfathering or transition mechanism.

II. DEFAULT SERVICE PROCUREMENT AND IMPLEMENTATION PLANS

A. Residential Class Default Service Products

B. Responsibility for PJM Charges (including NITS) Under the Supplier Master Agreement

C. Capacity Proxy Price

III. CLASSIFICATION OF NON-RESIDENTIAL DEFAULT SERVICE CUSTOMERS

A. Classification of Customers Based on Maximum Registered Peak Load

FE PA's proposal would alter the method of assigning rate classes for customer-generators. Under that proposal, rejected by many of the parties in this case, but agreed to by some parties as an aspect of the non-unanimous settlement, certain projects would be reassigned to the large commercial and industrial rate HP schedule, instead of the previously applicable PTC schedule. Under the HP schedule, exported generation is compensated at a rate that is lower than the rate that would be applicable under the previously applicable small general service rate.

B. Projections of Customer-Generator Growth

C. Costs and Benefits of Customer-Generators

1. PTC Rider vs. HP Rider

2. Risk Premiums

3. Negative Peak Load Contribution and Negative Network Service

Peak Load Contribution

4. Other Costs and Benefits

D. Compliance with Applicable Laws and Regulations

E. Grandfathering Proposals

Dimension's concerns about grandfathering have not at all been addressed in the non-unanimous settlement. The settlement would adopt FE PA's proposal to reassign projects of existing customer generators to schedules which provide lower rates of reimbursement, with only a two-year grandfathering period through 2029 and no grandfathering at all for new customers. That is not nearly sufficient to provide adequate relief for costly projects that have been completed or that are advanced in construction. When planned, those proposals relied upon the existing lower rate structure. Many of the expenses for these projects already have been incurred. As such, the Commission recognized in PPL that a much longer grandfathering period (10 years in that instance) was appropriate when such a reclassification occurs. The Commission determined that the 10 year grandfathering provision at issue "preserves reasonable transition protections for customer-generators" (PPL at 202)

Thomas Michelman, an expert witness who provided testimony for JSA, explained in his Direct Testimony that:

> The projects that would be impacted by FE's revised MRPL framework, which primarily consist of solar PV generators, require significant upfront capital investment incurred by project owners and involve extended development timelines. Throughout the development of a project, an owner incurs significant pre-installation costs associated with site control, interconnection studies, and the construction of grid system upgrades needed to accommodate safe interconnection of the project. These types of pre-construction costs can be in the hundreds of thousands of dollars.

> At each step of the development process, project owners must consider the potential financial benefits of their investment decisions against the upfront costs of developing that project. At each decision point, the project owner must rely on the information available and known to them at that time, which includes the rules and terms by which a customer rate schedule is determined and the associated compensation provided to a net-metered project under a specific rate schedule. Altering the rules and terms of a customer rate schedule, and therefore the compensation for net-metered excess generation, without appropriate and gradual rate transition protections risks undermining prior investment decisions that help achieve the goals of the AEPS Act with respect to alternative energy development and would likely discourage future project development in the Commonwealth.[1]

Mr. Michelman set forth two alternate scenarios for legacy rights, both of which are fully supported by Dimension:

> The first tier of the legacy rights framework applies to projects that are either currently operational or provide a completed copy of their Certificate of Completion to FE on or before June 1, 2027 ("Operational Projects"). Operational Projects would maintain their classification on the Commercial PTC Rider and be compensated at the full value of the PTC Rider rate for their excess generation for a 25-year period. The

[1] Pages 62 and 63 of transcript attached as Exhibit A

second tier of the framework applies to pre-construction, non-yet operational projects that demonstrate the achievement of certain project development maturity thresholds by June 1, 2027 ("Transitional Projects"). Transitional Projects would also maintain their classification on the Commercial PTC Rider but would receive a reduced level of compensation equal to 90% of the PTC Rider rate for their excess generation for a 15-year period. In order to qualify as a Transitional Project, the project owner must demonstrate achievement each of the following milestones:

1. Submitted an interconnection application to FE on or before the date in which the instant default service plan was filed (i.e., February 3, 2026).

2. Executed an interconnection agreement with FE by June 1, 2027 (i.e., the date by which FE's Default Service Plan VII is proposed to begin).

3. Received net metering approval (if applicable) from the Commission as required by 52 Pa. Code §75.13(a)(5).

4. Signed a Construction Services Agreement (if applicable) by June 1, 2027, which is a document provided by FE that generally outlines the responsibilities for designing, constructing, and paying for any electric system upgrades required to interconnect.

5. Paid an initial deposit equal to 10% of the interconnection payment per the terms of the Construction Services Agreement (if applicable) or requested from FE for an

invoice to pay the initial 10% interconnection payment, by June 1, 2027. In the event that a project owner requests an interconnection deposit invoice from FE, FE should be required to provide such an invoice within 60 days of the project owner's request.

All other net-metered projects that do not meet the eligibility requirements for treatment as an Operational or Transitional Project would be subject to any revised MRPL metric approved by the Commission in this proceeding and, depending on their specific circumstances, placed on the Industrial HP Rider.

The legacy rights treatment for Operational Projects aligns with FE's proposal that those projects which become operational on or before the start of the Default Service Plan VII (*i.e.*, June 1, 2027) should be allowed to maintain their current classification as a Commercial default service customer. However, the 25-year legacy status period included in the JSA's framework is more aligned with the operational lifetime of a solar generation asset than the two-year legacy status period proposed by FE. Further, FE's rationale for providing an overly restrictive two-year legacy period (because two years is the "mid-point of the DSP VII term"[2]) is inconsistent with any operational or financing realities of solar

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[2] See Exhibit A - Exhibit TM-11 (FE PA Revised Response to JSA ROG Interrogatory Set 2, No. 12).

PV net-metered projects.

That is, this proposed treatment for Operational Projects also recognizes that these projects have made complete or nearly complete investments, upwards of millions of dollars, including payments to FE for system upgrades that are necessary to safely interconnect the projects to the electric grid. Due to the extended timeline associated with these types of assets, project owners incurred these investments well before the MRPL proposal was made in this proceeding, meaning that an owner could not have reasonably known that the terms and compensation associated with the Commercial default service rate was at risk of being upended. These types of projects deserve legacy status protection under the basic rate principle of fairness, as commonly recognized in other state jurisdictions. The milestones and associated timing for determining the eligibility of Transitional Projects are intended to ensure that the most mature net-metering projects, which have made significant investments albeit lower than those by Operational Projects, are afforded legacy treatment as Commercial default service customers for a reduced number of years. By ensuring that legacy status is provided to those projects that meet the milestones before the start of the Default Service Plan VII (*i.e.*, June 1, 2027), the framework attempts to appropriately mitigate the amount of net metering expenses assigned to the Commercial default service class.[3]

[3] Pages 65 to 67 of Michelman Transcript

Importantly, if the Court is not convinced that a 25 year grandfathering clause is appropriate, at a minimum the 10 year provision recently approved by the PUC in PPL should be adopted here.

With regard to the formula for compensation of customer-generators, the record lacks any support for such a provision in this non-unanimous settlement, and Dimension had no meaningful opportunity to give scrutiny and be heard concerning a provision that was announced only four days before trial. This was a violation of its due process rights, recognized by the Commission in PPL. (See bold language above at page 202 of PPL opinion.) Walmart presented Steve W. Chriss as a witness, but he offered no basis for the provision at issue, except perhaps his statement that " an outcome for customer-generators similar to the settled outcome in the PPL Electric Utilities Corporation ("PPL") rate case is a reasonable solution to Walmart's concerns with FE PA's MRPL proposal."[4] However, such a rationale constitutes no basis for an approval of a provision of this nature in the FE PA matter. Indeed, the provision in question was not even contained in the PPL settlement approved by the PUC. The provision should be deleted entirely and in no part approved by the Court or Commission.

IV. <u>RATE DESIGN AND COST RECOVERY</u>

A. Price to Compare Default Service Rate Rider

B. Hourly Pricing Default Service Rider

V. <u>CUSTOMER REFERRAL PROGRAM</u>

VI. <u>SUPPLIER COORDINATION TARIFF CHANGES AND RETAIL SHOPPING ISSUES</u>

A. Return of Customers to Default Service at Contract Expiration

B. Quarterly Affirmation for Variable Rate Contracts

C. Changes to Purchase of Receivables (POR) Program

[4] Chriss Transcript at Page 3.

VII. CONCLUSION

For the reasons stated above, Dimension expresses its strong opposition to the non-unanimous settlement.

Respectfully submitted,

Dated: July 10, 2026

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APPENDIX I

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

PETITION OF FIRSTENERGY PENNSYLVANIA ELECTRIC COMPANY FOR APPROVAL OF ITS DEFAULT SERVICE PROGRAM FOR THE PERIOD JUNE 1, 2027 TO MAY 31, 2031.	:	Docket No. P-2026-3060298

PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW SUBMITTED BY DIMENSION PA 1, LLC IN OPPOSITION TO NON-UNANIMOUS SETTLEMENT

Proposed Findings of Fact

Dimension owns numerous entities in FE PA's service territory that are customers of the utility which utilize power from solar photovoltaic power generation. Dimension's SPE's own solar photovoltaic power generation projects in FE PA's service area that are eligible for net metering under 52 Pa. Code § 75.13[5] and that have executed Interconnection Service Agreements (ISAs) under First Energy (FE PA's) Commission-approved existing interconnection rules. [6]

FE PA filed its Petition on February 3, 2026. Among other matters, the Petition sought to modify FE PA's rate structure by assigning to its HP Rider those default service providers that have a demand of 100 kW or MRPL of 100 kW or above, while assigning to its lower cost PTC Rider to those customers who have a demand below 100kW and MRPL below 100 kW. FE PA also proposed that the change become effective for new net metering customers as of June 1, 2027, while for existing net metering customers the change would become effective on June 1, 2029, just two years after the effective date.[7]

[5] 52 Pa. Code § 75.13
[6] Sworn Petition for Intervention filed by Dimension.
[7] Petition filed by FE PA.

The non unanimous settlement, announced on June 11, 2026, adopted FE PA's restrictive "grandfathering" proposal. It also contained a new provision that was never part of FE PA's Petition. That stated:

> For purposes of determining compensation for net excess generation for customer-generators taking service under the Hourly Pricing ("HP") Rider, the compensation shall include capacity and line loss portions of the HP Rider until May 31, 2041, absent a material change in the capacity markets operated by PJM. In the event of such an occurrence, FE PA will notify and meet with parties to the Settlement, including Walmart, to discuss the proposed changes and their impact on customer-generator compensation at least 30 days in advance of such a PUC filing being made.[8]

The projects that would be impacted by FE PA's revised MRPL framework, which primarily consist of projects from solar PV generators, require significant upfront capital investment incurred by project owners and involve extended development timelines. Throughout the development of a project, an owner incurs significant pre-installation costs associated with site control, interconnection studies, and the construction of grid system upgrades needed to accommodate safe interconnection of the project. These types of pre-construction costs can run into the hundreds of thousands of dollars.[9]

Altering the rules and terms of a customer rate schedule, and therefore the compensation for net-metered excess generation, without appropriate and gradual rate transition protections, risks undermining prior investment decisions with respect to alternative energy development and likely will discourage future project development in the

[9] See Exhibit A to Brief.

Commonwealth.[10]

A two-year grandfathering provision is not an adequate transition provision given the significant costs incurred by customer generators in reliance upon the existing rate structure.

The new provision concerning the components of the HP Rider, including the 2041 lock-in provision have never been subject to meaningful scrutiny.

The new provision concerning the components of the HP Rider is also fundamentally unfair because only FE PA can seek to modify it.

Proposed Conclusions of Law

FE PA has failed to prove the justness and reasonableness of every element of its submission.[11]

A two-year grandfathering provision is neither fair, nor in the public interest in that it does not adequately compensate customer generators who have relied on the current rate structure. As recognized in the recent PPL decision of the PUC, the Commission determined that a much longer grandfathering provision was reasonable and protective of customer generators. (PPL decision at pages 202-203)

A two-year grandfathering provision is not in the public interest in that it would hinder the development of solar energy in the Commonwealth.

Due process has been denied to the opponents of the non-unanimous settlement because the new language concerning the components of the HP Rider was not known until four days before trial and was not sufficiently vetted.[12]

The new provision concerning the components of the HP Rider is unfair and not in the

[10] See Exhibit A to Brief
[11] Section 315(a) of the Public Utility Code, 66 Pa.C.S. § 315(a)
[12] See PPL decision at pages 202 to 203.

public interest because it locks in a formula until 2041 and provides that only FE PA can seek its modification before that time.

Respectfully submitted,

Dated: July 10, 2026

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APPENDIX II

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

PETITION OF FIRSTENERGY PENNSYLVANIA ELECTRIC COMPANY FOR APPROVAL OF ITS DEFAULT SERVICE PROGRAM FOR THE PERIOD JUNE 1, 2027 TO MAY 31, 2031.	:	Docket No. P-2026-3060298

PROPOSED ORDER SUBMITTED BY DIMENSION PA 1, LLC CONCERNING MRPL ISSUES

A. With respect to projects that are either currently operational or provide a completed copy of their Certificate of Completion to FE on or before June 1, 2027 ("Operational Projects"), the following grandfathering rights shall apply:

Operational Projects shall maintain their classification on the Commercial PTC Rider and be compensated at the full value of the PTC Rider rate for their excess generation for a 25-year [or 10 year] period.

Concerning pre-construction, not-yet operational projects that demonstrate the achievement of certain project development maturity thresholds by June 1, 2027 ("Transitional Projects"), such projects would also maintain their classification on the Commercial PTC Rider but shall receive a reduced level of compensation equal to 90% of the PTC Rider rate for their excess generation for a 15-year [or 10 year] period. In order to qualify as a Transitional Project, the project owner must demonstrate achievement each of the following milestones:

1. Submitted an interconnection application to FE on or before the date in which the instant default service plan was filed (i.e., February 3, 2026).

2. Executed an interconnection agreement with FE by June 1, 2027 (i.e., the date by which FE's Default Service Plan VII is proposed to begin).

3. Received net metering approval (if applicable) from the Commission as required by 52 Pa. Code §75.13(a)(5).

4. Signed a Construction Services Agreement (if applicable) by June 1, 2027, which is a document provided by FE that generally outlines the responsibilities for designing. A Certificate of Completion, as defined in 52 Pa. Code § 75.22, is a certificate in a form approved by the Commission containing information about the interconnection equipment to be used, its installation and local inspections. constructing, and paying for any electric system upgrades required to interconnect the project.

5. Paid an initial deposit equal to 10% of the interconnection payment per the terms of the Construction Services Agreement (if applicable) or requested from FE for an invoice to pay the initial 10% interconnection payment, by June 1, 2027. In the event that a project owner requests an interconnection deposit invoice from FE, FE should be required to provide such an invoice within 60 days of the project owner's request. All other net-metered projects that do not meet the eligibility requirements for treatment as an Operational or Transitional Project would be subject to any revised MRPL metric approved by the Commission in this proceeding and, depending on their specific circumstances, placed on the Industrial HP Rider.

With respect to the term in the proposed non-unanimous settlement concerning the components of the HP formula, the lock-in until 2041 and the unilateral right of FE PA to seek to modify that provision, the provision in question shall be deleted and be of no force and effect.

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true and correct copy of the foregoing Brief in Opposition to Non-Unanimous Settlement and Proposed Findings of Facts and Conclusions of Law submitted By Dimension Pa 1 LLC upon the following parties of record in accordance with 52 Pa. Code § 1.54 (relating to service by a participant):

VIA EMAIL:

The Honorable Mark A. Hoyer Deputy Chief Administrative Law Judge Pennsylvania Public Utility Commission Piatt Place, Suite 220 201 Fifth Avenue Pittsburgh, PA 15222 mhoyer@pa.gov	The Honorable Erin L. Gannon Administrative Law Judge Pennsylvania Public Utility Commission Commonwealth Keystone Building 400 North Street Harrisburg, PA 17120 egannon@pa.gov
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