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August 31, 2026

VIA ELECTRONIC FILING

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

Re: Joint Solar Advocates' Exceptions
PA PUC - Docket Number: P-2026-3060298

Dear Secretary Homsher:

Please be advised that this office represents the Joint Solar Advocates in the above-referenced action. Enclosed for electronic filing is Joint Solar Advocates' Exceptions.

If you have any questions with regard to this filing, please do not hesitate to contact me. Thank you.

Respectfully,

Ashley L. Beach

Ashley L. Beach

ALB:tla
Enclosure

cc: Per Attached Certificate of Service (w/enclosures)

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**

EXCEPTIONS OF

THE COALITION FOR COMMUNITY SOLAR ACCESS AND

SOLAR ENERGY INDUSTRIES ASSOCIATION

"JOINT SOLAR ADVOCATES"

Date Served: August 31, 2026

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I. INTRODUCTION

On August 21, 2026, the Recommended Decision of Deputy Chief Administrative Law Judge Mark A. Hoyer and Administrative Law Judge Erin L. Gannon was issued in the instant proceeding.[1] Despite substantial opposition from many parties to FirstEnergy Pennsylvania Electric Company's ("FE PA") proposed Default Service Program for the Period from June 1, 2027 to May 31, 2031 ("Petition") and to the Joint Petition For Non-Unanimous Settlement ("Settlement") that was signed by only a minority of parties in the proceeding,[2] the Recommended Decision simply approved the Settlement with insufficient analysis to support the Settlement. By approving the Settlement, the Recommended Decision approved one of the most controversial aspects of the Petition: FE PA's proposed reclassification of net-metered customer-generators from the Commercial default service class to the Industrial default service class through use of a new criterion (Maximum Registered Peak Load ("MRPL")) with only a short grandfathering period of two years.[3] Also, the Recommended Decision did not adjudicate all of the issues in the proceeding. Inexplicably, the Recommended Decision failed to address with any analysis or conclusions a heavily litigated issue in the proceeding. There was no conclusion about whether FE PA should be required to revise its cost accounting mechanisms to ensure that

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[1] Recommended Decision of Deputy Chief Administrative Law Judge Mark A. Hoyer and Administrative Law Judge Erin L. Gannon, Pa. PUC Docket No. P-2026-3060298 (Aug. 21, 2026).

[2] In addition to FE PA, the Office of Small Business Advocate ("OCA"), and the Office of Small Business Advocate ("OSBA"), 14 other parties intervened in the proceeding, but only FE PA, OCA, OSBA, the Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania ("CAUSE-PA"), Walmart, Inc. ("Walmart") and Duquesne Light Company ("DLC") (collectively, "Settling Parties") signed the Settlement that was filed by FE PA on July 2, 2026. *See* Recommended Decision, pp. 2-3, 38.

[3] Recommended Decision, pp. 131-33, 248-50.

FE PA's default service customers will receive the full benefits of the net-metered projects for which they pay.

First, the Recommended Decision's approval of an inadequate grandfathering period—a short two-year period that in no way mitigates the harm to customer-generators from FE PA's reclassification of net-metered customer-generators from the Commercial default service class to the Industrial default service class—should be rectified by the Commission. Without an adequate grandfathering period, FE PA's reclassification of net-metered customer-generators will result in substantial stranded investments that customer-generators made in reliance upon the current rules that FE PA is now changing. The short two-year grandfathering period is inconsistent with the 10-year grandfathering period that "preserves reasonable transition protections for customer generators"[4] approved by the Commission on June 11, 2026 in the PPL Electric Utilities Corporation ("*PPL Electric*") rate case proceeding.[5] Chairman Stephen M. DeFrank found the 10-year grandfathering period in the *PPL Electric* rate case to be "prudent."[6] Unlike the 10-year grandfathering period in the *PPL Electric* rate case, the two-year grandfathering period approved in the Recommended Decision will not provide reasonable transition protections for customer generators and is not prudent.

Second, the Recommended Decision failed to make a decision on a critical issue—whether FE PA should be required to measure and recognize customer-generators' negative Peak Load Contributions ("PLCs") in allocating capacity costs and negative Network Service Peak Load contributions ("NSPLs") (together referred to as "PLCs") in allocating transmission costs. Measuring negative PLCs is nothing more than a cost-accounting construct[7] that will help keep rates affordable for the Commercial and Industrial default

[4] *Id.* at 194, 202.

[5] *See Opinion and Order, PA Public Utility Commission, et al. v. PPL Electric Utilities Corporation,* Docket No. R-2025-3057164 (June 11, 2026).

[6] *Id.*

[7] *See* Recommended Decision, Finding of Fact 51, p. 21.

service customers. Customer-generators in FE PA's service territory are compensated for transmission and capacity value of their excess generation under the HP Rider, consistent with the Commission's regulations.[8] Measuring negative PLCs does nothing to change that compensation. It does, however, ensure that the capacity and transmission benefits derived from customer-generators' load reductions during PJM Interconnection L.L.C.'s ("PJM") peak periods are attributed to the default service customer class from which net-metering cash-out expenses are recovered, rather than being dispersed across a broader pool of ratepayers. Under FE PA's status quo, default service customers have to pay for the full cost of the excess generation from customer-generators but the associated capacity and transmission benefits from the excess generation are socialized across a broader group of customers, including non-default service customers and even out-of-state customers that pay for none of the costs. Simply put, the Commercial and Industrial default service customers that pay for the customer-generators' excess generation should be able to receive 100% of the benefits of the excess generation.

Due to the legal errors in the Recommended Decision, JSA provides the following Exceptions to the Recommended Decision to ensure that the Commission's review is conducted in accordance with applicable law and the Order is supported by substantial evidence of record.

II. STANDARD GOVERNING REVIEW OF THE RECOMMENDED DECISION AND NON-UNANIMOUS SETTLEMENT

The Recommended Decision approves the non-unanimous Settlement that is supported by just a minority of the parties. The Commission cannot "simply rubber stamp settlements without further inquiry."[9] The standards for approving a non-unanimous settlement are the same as those applicable in a fully-contested case. The settlement must

[8] 52 Pa. Code § 75.13(c).

[9] *PA. PUC v. PECO Energy Co.,* Docket No. R-2018-30000164 (Dec. 20, 2018).

be supported by substantial evidence, the settlement must be in the public interest, and the settlement must conform to the Commission's orders and regulations.[10]

As illustrated below, the Recommended Decision provides minimal to no analysis on certain critical elements of the Settlement, thus failing to demonstrate that the settlement is in fact in the public interest and in conformance with Commission orders and regulations.

III. JSA'S EXCEPTIONS

A. Exception No. 1 – The Recommended Decision's approval of a short two-year grandfathering period is not in the public interest.[11]

A reasonable grandfathering period is critical in this proceeding due to the sweeping changes that FE PA is making to its current classification of projects that will harm customer-generators. The grandfathering period approved in the Recommended Decision is far from reasonable because it fails to adequately protect existing and mature in-development projects from the rate shock they will experience as a result of being reclassified from the PTC Rider to the HP Rider.

The evidence is undisputed that FE PA's reclassification of projects using the MRPL metric will harm operational and near-operational customer-generators that have invested substantial sums in reliance upon the current classification of their projects in the PTC Rider rate class. The projects that will be impacted by FE PA's revised MRPL framework required significant upfront capital investment and take years to develop.[12] For example, during the development of a net metering project, project owners incur significant costs associated with site control, interconnection studies, and construction of electric system upgrades needed to interconnect the project.[13] These types of pre-construction costs can be in the hundreds of thousands of dollars per project. At each step of the development process, project owners must consider the potential financial benefits of their investment

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[10] Pa. C.S. § 1301.

[11] *Id.* at 131-32.

[12] JSA St. 1, pp. 62-63.

[13] *Id.*

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decisions against the upfront costs of developing their projects. At each decision point, the project owner relies 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 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.[14]

FE PA witness Young agreed that moving customer-generators to the HP Rider will change the economics of the projects.[15] Mr. Young acknowledged that moving customer-generators to the HP Rider rate class will have two significant impacts: (1) the customer-generators will be paid less for their excess generation when they are moved to the HP Rider from the PTC Rider; and (2) the customer-generators will be subject to greater pricing volatility under the HP Rider rate since that rate is based on a 15-minute pricing interval (rather than a six-month interval under the PTC Rider rate).[16] Even though all parties agree that the reclassification of customer-generators will harm the economics of the projects, FE PA did not provide advance notice that it was planning to change the classification criteria. Therefore, customer-generators that made, and continued to make, investments in their projects did not know that the compensation that they were relying upon to pay for the investments and financing would be significantly reduced. If classification rules are changed "mid-stream" after investments for net metering projects have already been made, a reasonable grandfathering period for the net metering projects that relied upon the current rules is necessary. Ensuring that the existing and mature in-development net metering projects become operational is important to help alleviate the resource adequacy crisis facing Pennsylvania and PJM.[17] A two-year grandfathering period

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[14] *Id.*

[15] Tr., p. 109.

[16] *Id*. at 101-03.

[17] *Id.* at 89-90.

fails to provide adequate protection to the customer-generators that made investments in reliance upon the current rules.

The Recommended Decision's approval of a two-year grandfathering period in Settlement Paragraph 37 is neither reasonable nor in the public interest. The approval of this grandfathering term is predicated on the belief that it, along with provisions in Settlement Paragraph 38, provides necessary certainty for future customer-generators. As discussed below in Exception No. 2, the Recommended Decision's assumption of stability is being made in error.

B. Exception No. 2 – The Recommended Decision's approval of a short two-year grandfathering period does not conform to the Commission's Order in the *PPL Electric* rate case.[18]

The Recommended Decision erroneously states that the short two-year grandfathering period is "in accordance with applicable law."[19] Despite the inaccuracy of that statement, the Administrative Law Judges recognized that the grandfathering period in this proceeding needs to be consistent with the grandfathering period approved in the *PPL Electric* rate case, Accordingly, the Administrative Law Judges went to great pains to try to align the MRPL related settlement provisions in this proceeding, including the grandfathering term, with those in the *PPL Electric* case.[20] However, the two-year grandfathering period in this proceeding is no way consistent with the 10-year grandfathering period in the *PPL Electric* case.[21]

In the *PPL Electric* rate case, *PPL Electric* proposed using MRPL to classify net-metered customer-generators for default service rate classes and then entered into a settlement with a number of parties that included a grandfathering period of 10 years for operational and near operational net-metered projects with a cap of 140 MW. The

[18] Recommended Decision, pp. 131-32.

[19] *Id*. at 131.

[20] *Id*. at 119-20, 131.

[21] *See Pa. PUC et al v. PPL Electric Utilities Corporation,* Docket No. R-2025-3057164.

Commission approved the settlement and Chairman Stephen M. DeFrank issued the following Statement, in part, on June 4, 2026 in support of the Settlement:

> Before the Commission is rate filing of PPL Electric Utilities Corporation (PPL or the Company) as well as the non-unanimous Settlement thereto. I would like to take the opportunity to highlight some pivotal issues addressed within the proposed Settlement.
>
> . . . .
>
> As I have stated in recent testimony, the influx of merchant solar generation into the net-metering marketplace is creating a very real affordability concern.[22] The Commission estimates a $700 million annual cost in in the long-run. ***The instant Settlement not only addresses the inequity of default service rate classification but also works to quell this affordability concern in PPL's service territory***. Here, existing customers will be grandfathered at their existing default service categorization for ten years. Further, net-metering applicants who have submitted an interconnection application with PPL before September 30, 2025, will be grandfathered in a tranche up to 140 MWs. ***I find such terms to be prudent.*** **(**Emphasis added.)

The ten-year grandfathering period in the *PPL Electric* settlement was determined to be prudent with reasonable transition protections for customer-generators,[23] whereas the two-year grandfathering period proposed in this proceeding has no such reasonable transition protections for customer-generators. Significantly, the Recommended Decision makes no such finding.[24]

The Recommended Decision also attempts to equate the two-year grandfathering period with the *PPL Electric* grandfathering period by stating that the two-year grandfathering provision must be considered in conjunction with Settlement Paragraph 38

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[22] Testimony submitted before the Pennsylvania House Energy Committee on April 14, 2026.

[23] *See* Opinion and Order, PA Public Utility Commission, et al. v. PPL Electric Utilities Corporation, Docket No. R-2025-3057164 (June 11, 2026), pp. 194, 202.

[24] Recommended Decision, pp. 131-32.

that is "very similar" to a provision in the *PPL Electric* settlement.[25] However, Settlement Paragraph 38 in this proceeding contains problematic language that is not in the *PPL Electric* settlement. The Recommended Decision therefore makes for a strained comparison between the two settlement provisions. Specifically, Settlement Paragraph 38 contains the following highlighted phrase that was not included in the *PPL Electric* settlement:

> For purposes of determining compensation for net excess generation for customer-generators taking service under the HP Rider, such 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.

The paragraph from the *PPL Electric* Settlement to which the Administrative Law Judges seek to compare Settlement Paragraph 38 reads:

> Through the period ending December 31, 2041, PPL Electric will not propose, as part of any Commission proceeding, to make any changes to the structural components of Rate GSC-2 as described in Paragraph 7, *infra*, that would result in different components being used for calculating the Rate GSC- 2 rate paid by non-customer-generators and the Rate GSC-2 rate used to determine the net metering compensation for customer-generators.[26]

While at first blush these two provisions may seem comparable, the provision in the *PPL Electric* settlement must be read in concert with a prior provision which *added* structural components to Rate GSC-2 which previously had not existed.[27] These additional components of the GSC-2 Rate served to appropriately compensate customer generators and work to ease the transition of non-grandfathered projects onto this rate schedule. The

[25] *Id.* at 119-20, 132.

[26] Docket No. R-2025-3057164, Joint Stipulation and Settlement (March 5, 2026), Paragraph 6.

[27] *Id*. at Paragraph 4.

same situation does not exist in the current situation. The capacity and line loss portions of the HP Rider referenced in Settlement Paragraph 38 are not new structural components, and they provide no additional benefit to projects which are not grandfathered under the scant two-year grandfathering period approved for a limited set of projects.

Moreover, not only does Settlement Paragraph 38 provide no additional benefits to customer generators, it will, more likely than not, serve to harm them. Problematically, FE PA did not propose or explain this Settlement Paragraph 38 at any time during the proceeding and only provided notice of this provision to the JSA (and possibly other parties as well) when it filed the Settlement. Also, the provision appears to seek resolution of an issue which was not before the Commission as part of FE PA's Petition. As a result, the provision was not properly vetted by the parties. Further, the provision would treat all customer-generators, other than Walmart, unfairly. While JSA and other parties represent the overwhelming majority of existing and prospective customer-generators in FE PA's territory, the provision would only require FE PA to notify and meet with Walmart before a PUC filing is made. In addition, the provision would permit FE PA to make changes to the HP Rider's capacity and line loss components if there is a "material change in the capacity markets operated by PJM."[28] This exemption is vague, provides unrestricted latitude to FE PA to determine what constitutes a "material change" in PJM's capacity market that would trigger the exemption and when tariff modifications must be implemented in response to a material change, and ties an outcome of the Settlement to wholesale market actions not within FE PA's or the Commission's control. Recent actions from both PJM and the Federal Energy Regulatory Commission ("FERC") indicate that the PJM capacity market is highly likely to experience changes in the near future. In May 2026, PJM released a white paper[29] directly alluding to the need to reform its capacity

[28] Settlement, p. 11.

[29] PJM, Powering Reliability Through Market Design (May 6, 2026). Available at: https://www.pjm.com/-/media/DotCom/library/reports-notices/special-reports/2026/20260506-powering-reliability-through-market-design.pdf.

market framework to better address reliability, load, and generation needs. Additionally, FERC convened a technical workshop on July 23, 2026 focused on "identifying and evaluating actionable reforms to improve PJM's ability to address system needs in a timely and efficient manner."[30] Simply put, PJM's capacity market will almost certainly experience changes in the coming years that would render this portion of the Settlement moot and only increase the market uncertainty for net-metered customer-generators and HP Rider default service customers. Therefore, the Recommended Decision's determination that this provision "provides some stability for prospective customer-generators to move forward with solar projects"[31] is erroneous. Due to the unfettered discretion provided to FE PA and the active discussions underway at PJM concerning modifications of its capacity market, Settlement Paragraph 38 only serves to increase the volatility and uncertainty associated with the HP Rider for customer-generators.

As further support for the approval of the two-year grandfathering period, the Recommended Decision made an "apples-to-oranges" comparison of the cost impact of the 10-year grandfathering period in the *PPL Electric* rate case with JSA's initially proposed 25-year grandfathering proposal in this case.[32] The Recommended Decision noted that the 10-year grandfathering period with a 140 MW total cap on customer-generator projects in the *PPL Electric* rate case was expected to result in a PTC increase of only \$0.02/kWh. The Recommended Decision then stated that, with a 25-year grandfathering period, FE PA's commercial PTC Rider would increase across all FE PA rate districts, including a 132,980% increase in Penn Power's Rate District.[33] However, what the Recommended Decision failed to acknowledge was that the stated \$0.02/kWh PTC increase for *PPL Electric* was based on an analysis spanning a four-year period, not the 25-year impact

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[30] Federal Energy Regulatory Commission, Docket No. AD26-7-000, *Notice of Commission-Led Technical Conference* (May 12, 2026).

[31] Recommended Decision, p. 133.

[32] *Id.* at 117.

[33] *Id.* at 116-17.

analysis performed by FE PA and cited in the Recommended Decision. The Recommended Decision also relied upon a number of FE PA's dubious assumptions for Penn Power Rate District's projected customer rate impact. For example, it notes that the "actual cancellation rate of projects in 2025 was only about 5%."[34] JSA previously noted that such an assumption is highly misinformed because these projects are at the earliest stages of development and must complete several milestones before commencing commercial operation.[35] Certainly, each milestone presents challenges that could result in a project's cancellation.

Moreover, the Recommended Decision did not address JSA's proposal for a 10-year grandfathering period with more protection for Penn Power's Rate District. Due to the unique nature of Penn Power's Rate District, it is reasonable for the additional protection for the Penn Power Rate District to be the two-year grandfathering period that FE PA proposed as reasonable for this rate district and that the Recommended Decision approved. Such additional projection for Penn Power's Rate District would be both appropriate and non-discriminatory (*i.e.*, separate treatment would be provided to account for the differing circumstances in Penn Power's Rate District), as well as consistent with the Commission's decision in the *PPL Electric* rate case in which the Commission provided an exception to the "agricultural customer-generators" being subject to the MRPL classification due to their unique circumstances.[36] Approval of JSA's proposal would therefore accomplish the objectives of both FE PA and the customer-generators: greater protection would be provided to FE PA's default supply customers and those in Penn Power's Rate District in particular, and, at the same time, there would be reasonable transition protections for the customer-generators against rate shock.

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[34] *Id.* at 20.

[35] Joint Solar Advocates' Main Brief, p. 15.

[36] *See* PPL Order, pp. 223-24.

The Recommended Decision's approval of the inadequate and imprudent two-year grandfathering period is not in the public interest and does not conform to the Commission's decision in the *PPL Electric* rate case.[37]

C. Exception No. 3 – The Recommended Decision failed to adjudicate a central issue in the proceeding.

JSA, FE PA, OCA, and OSBA spent a considerable amount of time litigating the important issue of whether FE PA should be required to simply remove the artificial floor it places on customer load measurements and leverage customer-generators' existing Advanced Metering Infrastructure ("AMI") meters to measure negative PLCs. This adjustment would allow the full value of the capacity and transmission cost savings from the customer-generators' excess generation to flow to the default service customers that pay for the excess generation. Stated simply, the Commercial and Industrial default service customers that pay for 100% of the net-metered excess generation should be allowed to keep 100% of the associated benefits. That is currently not permitted by FE PA due to its arbitrary floor of zero on the measurement of the individual customer load.

This issue was addressed at length in the parties' pre-filed testimony, during cross-examination and redirect examination in the evidentiary hearing, and in the parties' Main Briefs and Reply Briefs. In fact, JSA focused on this issue in pages 3-4 and 23-27 of its Main Brief and pages 12-15 of its Reply Brief. Despite the importance of the issue, the Recommended Decision made only the following three Findings of Fact which are not tied to any analysis, conclusion, or decision on the issue:

> 51. Peak load contributions (PLCs) and Network Service Peak Load (NSPLs) used to allocate capacity and transmission costs are accounting constructs.
> 52. The use of negative PLCs and NSPLs will result in different allocations of costs between FirstEnergy customers (including between FirstEnergy customers in other default service classes).
> . . .

[37] *See* Pa. C.S. § 1301.

55. The use of NSPLs to assume transmission savings suffer from the same flaws as the use of PLCs to assume savings in capacity costs.[38]

After making the three Findings of Fact, the Recommended Decision then provided no discussion whatsoever of the Findings of Fact. To be clear, there is no analysis to support the Findings of Fact and no conclusions related to them.

The Recommended Decision therefore erred as a matter of law because it failed to adjudicate a central issue in the proceeding. JSA requests that the Commission consider this issue and direct FE PA to measure negative PLCs and negative NSPLs of individual customer-generators to ensure that the default service customers that pay for the excess generation receive the full value of the benefits derived from the excess generation. In the alternative, JSA requests that the Commission initiate a new statewide proceeding to consider measuring negative PLCs and NSPLs by all electric utilities in Pennsylvania, including FE PA.

D. Exception No. 4 – The Recommended Decision failed to consider the resource adequacy benefits of customer-generators.

The Recommended Decision made no mention of the important resource adequacy benefits that customer-generators provide to both FE PA and PJM. Net-metered generation helps meet load growth demand and helps maintain resource adequacy in FE PA's territory and in PJM. FE PA witness Young acknowledged that Pennsylvania is facing a potential resource adequacy crisis, and that the combination of less new generation being constructed with the increased load may result in a capacity shortfall.[39] He testified that electricity demand is increasing at an unprecedented pace and that supply is not able to keep pace with the increase in demand.[40] When asked about the need to construct new customer-

[38] Recommended Decision, pp. 21-22. JSA notes that there is no citation to the record with respect to Finding of Fact No. 55.

[39] Tr., p. 89.

[40] *Id*.

generators to help meet the resource adequacy crisis facing Pennsylvania, Mr. Young responded:

> Q. Would you agree that if more customer generation is built up, that ultimately there would be more electricity, everything else being equal?
>
> A. (Young) Everything else being equal.
>
> Q. And would you agree that if net meter generation is prematurely retired, deactivated, abandoned, whether it's existing or in the queue would be either the same amount of electricity or less electricity available to consumers?
>
> A. (Young) All else being equal, yes.[41]

CGC witness Heidell testified that with the large load additions (*i.e.,* data centers) seeking service in Pennsylvania as well as the new load from the electrification of transportation, FE PA should not be disincentivizing new or operational distributed electricity generation.[42]

The Recommended Decision erred as a matter of law in that it did not consider the resource adequacy benefits of customer-generators.

IV. <u>CONCLUSION</u>

For the reasons set forth herein, JSA respectfully requests that the Commission reject the Recommended Decision. JSA also respectfully requests that the Commission:

1. Approve a 10-year grandfathering period with a megawatt cap consistent with the settlement in the *PPL Electric* rate case and additional protection for Penn Power's Rate District. It is appropriate for the additional protection for projects sited within the Penn Power Rate District to be the two-year grandfathering period that was proposed by FE PA and approved in the Recommended Decision.

2. Direct FE PA to make targeted revisions to its cost accounting mechanisms to ensure that the default service customers receive the full benefits of the net-metered excess generation for which they pay. In the alternative, JSA requests that the Commission

[41] *Id.* at 90.

[42] CGC St. 1, p. 5.

initiate a new statewide proceeding to consider measuring negative PLCs and NSPLs by all electric utilities in Pennsylvania, including FE PA.

3. Strike Settlement Paragraph 38 that reads:

> For purposes of determining compensation for net excess generation for customer-generators taking service under the HP Rider, such 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.

In the alternative, JSA requests that the following phrase be deleted from Settlement Paragraph 38: "absent a material change in the capacity markets operated by PJM."

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Dated: August 31, 2026

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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

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing Joint Solar Advocates Exceptions upon the parties listed below in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

Via Electronic Mail

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