

March 31, 2023

**VIA ELECTRONIC FILING**

Ms. Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Bldg.  
400 North Street, 2<sup>nd</sup> Floor  
Harrisburg, PA 17120

**Re: Pennsylvania Power Company Tariff Electric Pa. P.U.C. No. 36, Tariff Electric Pa. P.U.C. No. S-3 and Third Party Data Access Tariff Electric Pa P.U.C. No. TP-1, Changes in Compliance with Pennsylvania Power Company's Default Service Plan, Docket No. P-2021-3030014**

Dear Secretary Chiavetta:

Transmitted herewith for filing with the Pennsylvania Public Utility Commission ("Commission") is Pennsylvania Power Company's ("Penn Power" or the "Company") original copy of Supplement No. 124 to Tariff Electric Pa. P.U.C. No. 36, Supplement No. 11 to Tariff Electric Pa. P.U.C. No. S-3, and the Third Party Data Access Tariff Electric Pa P.U.C. No. TP-1 all of which bear an issue date of March 31, 2023. The tariff changes are proposed to be effective with service rendered on or after June 1, 2023.

This filing reflects changes in language consistent with the Commission's Order entered August 4, 2022 at Docket No. P-2021-3030014, which approved Penn Power's Default Service Program for the period June 1, 2023 - May 31, 2027.

Sincerely,

*Joanne M. Savage*

Joanne M. Savage  
Director  
Rates & Regulatory Affairs - PA

cc: Paul Diskin- Bureau of Technical Utility Services (pdiskin@pa.gov)  
Kelly A Monaghan, - PAPUC Bureau of Audits (kmonaghan@pa.gov)

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

<b>Joint Petition of Metropolitan Edison</b>	<b>:</b>	
<b>Company, Pennsylvania Electric Company,</b>	<b>:</b>	<b>Docket No. P-2021-3030012</b>
<b>Pennsylvania Power Company and West</b>	<b>:</b>	<b>Docket No. P-2021-3030013</b>
<b>Penn Power Company for Approval of</b>	<b>:</b>	<b>Docket No. P-2021-3030014</b>
<b>their Default Service Programs</b>	<b>:</b>	<b>Docket No. P-2021-3030021</b>
	<b>:</b>	

**CERTIFICATE OF SERVICE**

I hereby certify and affirm that I have this day served a copy of the foregoing documents of Metropolitan Edison Company, Pennsylvania Electric Company, Pennsylvania Power Company and West Penn Power Company on the following persons in the matter specified in accordance with the requirements of 52 Pa. Code § 1.54:

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Date: March 31, 2023



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**PENNSYLVANIA POWER COMPANY**  
**READING, PENNSYLVANIA**

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**Electric Service Tariff**

**Effective in**

**The Territory as Defined on  
Page Nos. 8 - 9 of this Tariff**

**Issued: March 31, 2023**

**Effective: June 1, 2023**

**By: Samuel L. Belcher, President**  
**Reading, Pennsylvania**

**NOTICE**

This Supplement 124 makes changes to General  
Rules and Regulations and Riders H, I and K.  
See One Hundred and Twenty-First Revised Page 2.

### **LIST OF MODIFICATIONS**

General Rules and Regulations – Hourly Pricing Service Charges definition was changed (See Third Revised Page 15). Price to Compare Default Service Charge definition was changed (See Third Revised Page 18).

Rider H – Price to Compare Default Service Rate Rider was changed (See Thirty-Seventh Revised Page 123, Second Revised Page 124, and Third Revised Pages 126, 127, 128). Content was removed from page (See Second Revised Page 129).

Rider I – Hourly Pricing Default Service Rider language was changed (See Thirty-Third Revised Page 131, Fifth Revised Page 132, Fourth Revised Page 133, and Third Revised Page 134).

Rider K – Time of Use Default Service Rider was changed (See Second Revised Page 143, 144). Content was removed from page (See Second Revised Page 145).

## GENERAL RULES AND REGULATIONS

## Definition of Terms (continued)

**Electric Generation Supplier (EGS)** - EGS shall have the meaning as set forth in the Customer Choice and Competition Act.

**Energy Charge** - A charge based upon kilowatt-hours of use.

**Energy Efficiency and Conservation Charge** - A reconcilable, non-by-passable charge applied to each Billing Unit during a billing month to Delivery Service Customers, pursuant to the terms of the Energy Efficiency and Conservation Rider.

**FERC** - The Federal Energy Regulatory Commission

**Generating Facility** - Any equipment and/or facility that is electrically interconnected to the Company and is (i) capable of generating electrical energy for delivery into the PJM control area and (ii) is located on a single site within the Company's service territory. A single site with multiple generating units, each owned by a single entity, shall constitute one Generating Facility. The Company shall have the sole and exclusive right to determine if any particular equipment qualifies as a Generating Facility if the operating characteristics and/or circumstances relating to such equipment are different than described in this definition.

**Hertz** - A unit of frequency, equal to one cycle per second.

**Horsepower (HP)** - Unit of mechanical power representing rate of consumption of power and equivalent to 746 watts. As used herein, horsepower is computed as the equivalent of 750 watts.

**Hourly Pricing Service Charges** - For Customers served under Rate Schedules GM (HP), GS-Large, GP, GT, GS-Special Rule GSDS, as well as GS-Small and GM (PTC) Customers that elect this rate, the charges representing the Company's costs for providing energy, capacity, including the cost of complying with AEPS, market-based transmission, and ancillary services for Default Service Customers.

(C)

(C) Change

## GENERAL RULES AND REGULATIONS

## Definition of Terms (continued)

**Non-Summer** – The calendar months of October through May.

**On-Peak Hours** – The On-Peak hours shall be from 8:00 a.m. to 9:00 p.m., prevailing times, Monday through Friday excluding holidays. All other hours shall be Off-Peak. The Off-Peak holidays are New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. On-Peak hours are subject to change from time to time by the Company after giving notice of such changes to Customers.

**Permanent Residential Customer** – A Customer occupying a dwelling or mobile home on a permanent foundation which is the Customer's primary residence occupied year-round for normal living purposes and including: (i) electrical wiring conforming with the National Electrical Code and the Company's service installation policies; (ii) a permanently installed heating system; and (iii) permanently installed plumbing and sewage systems.

**PJM** – PJM Interconnection, L.L.C. or any successor organization/entity thereto.

**Point of Delivery** – The location at which the Company service connection terminates and the Customer's wiring and installation begins.

**Power Factor** – The ratio of the watts to the volt-amperes.

**Price to Compare Default Service Charge** – The cents per kWh rates representing the Company's costs for providing energy, capacity, including the cost of complying with AEPS, market-based transmission and ancillary services for Customers who take Default Service.

(C)

**Primary Voltage** – Voltage greater than 600 volts but less than 23,000 volts.

**Private Right-of-Way** – The right-of-way or easement for electric facilities on, over, under, across and/or through real or other property owned by an individual or entity which is not a governmental, municipal or other public body to provide service.

(C) Change



## RIDERS

## RIDER H

## PRICE TO COMPARE DEFAULT SERVICE RATE RIDER

A Price to Compare Default Service Rate (“PTC<sub>Default</sub>”) shall be applied to each kWh of Default Service that the Company delivers to Customers under this rider as determined to the nearest one-thousandth of a cent per kWh. The PTC<sub>Default</sub> rate shall be billed to Customers receiving Default Service from the Company under this rider. The rates shall be calculated according to the provisions of this rider. (C)

For service rendered June 1, 2023 through November 30, 2023 the PTC<sub>Default</sub> rates billed by Customer Class are as follows: (C)

Commercial Customer Class (Rate GS (excluding Special Rate GSDS), Rate GM (PTC), Rate PNP, PLS, SV, SVD and LED): (C)

\$X.XXXXX per kWh.

Residential Customer Class (Rate RS and Rate GS – Volunteer Fire Company, Non-Profit Ambulance Service, Rescue Squad and Senior Center Service Rate):

\$X.XXXXX per kWh

(C) Change

## RIDERS

Rider H (continued)

(C)

The  $PTC_{Default}$  rates by Commercial or Residential Customer Class will be calculated semi-annually for the six-month period ending March 31<sup>st</sup> to be effective for the six-month period beginning June 1<sup>st</sup>, and for the six-month period ending September 30<sup>th</sup> to be effective for the six-month period beginning December 1<sup>st</sup>. The  $PTC_{Default}$  rate shall be calculated by Customer Class in accordance with the formula set forth below:

$$PTC_{Default} = [(PTC_{Current} + E)] \times [1 / (1 - T)]$$

$$PTC_{Current} = (PTC_{Current \text{ Cost Component}} \times PTC_{LOSS_{Current}}) + PTC_{Adm} + PTC_{NITS}$$

$$E = [(DS_{Exp1} + DS_{Exp2}) - PTC_{Rev} + DS_{Int}] / DS_{Sales}$$

Where:

$PTC_{Current}$  = The current cost component of the  $PTC_{Default}$  rate grossed up for line losses calculated by Commercial or Residential Customer Class determined to the nearest one-thousandth of a cent per kWh to be applied to each kWh of Default Service delivered to Retail Customers under this rider.

The computation of the  $PTC_{Current}$  component of the  $PTC_{Default}$  rate by Commercial or Residential Customer Class will use the following procedures:

$PTC_{Current \text{ Cost Component}}$  = The current cost component of the  $PTC_{Default}$  rate calculated by Customer Class determined to the nearest one-thousandth of a cent per kWh to be applied to each kWh of Default Service delivered to Retail Customers under this rider. This rate will be determined by Customer Class using the projected weighted cost of Default Service supply acquired by the Company to serve Default Service load and any PJM charges related to the provision of Default Service. (C)

(C) Change

## RIDERS

Rider H (continued)

DS<sub>Exp1</sub> = An allocated portion of the incremental start-up costs incurred by the Company through May 31, 2023 in connection with the Company's Default Service Supply Plan to provide Default Service amortized over the forty-eight (48) month period ending May 31, 2027, including but not limited to: (C)

- Incremental start-up administrative costs including metering and billing costs incurred and other costs as necessary to provide service to Default Service Customers
- Other start-up costs incurred to develop and implement the competitive bid process for the Default Service Supply Plan for Default Service including legal, customer notice, and consultant fees
- The incremental administrative start-up costs incurred to implement the Time-of-Use Rider

Interest shall be computed monthly for the over or under collection at the prime rate of interest for commercial banking, not to exceed the legal rate of interest, in effect on the last day of the month that the over and under collection occurs, as reported in the *Wall Street Journal*, to the effective month that the over collection is refunded or the under collection is collected and included in the determination of the monthly amortized amount.

(C)

(C) Change

## RIDERS

## Rider H (continued)

DS<sub>Exp2</sub> = The cumulative costs to provide Default Service incurred by the Company for the respective Customer Class for the six-month period ending two months prior to the effective date, including but not limited to the following: (C)

- Payments made to winning bidders
- Any PJM related charges including capacity, operating reserve, transmission-related costs other than Non-Market Based Services Transmission Charges identified in Rider J, and ancillary services associated with the acquisition of default service supply
- All contingency plan implementation costs incurred during the supply period, including any PJM charges to implement the Company's contingency plans
- An allocated portion of other costs incurred to develop and implement the competitive bid process for Default Service including legal, customer notice, and consultant fees
- The net AEPS expenses incurred by the Company associated with the portfolio procurements of the supply needed from block and spot purchases. These net AEPS expenses will reflect the net proceeds of sales of AEPS credits purchased that exceed the AEPS credits needed to meet AEPS requirements.
- The cost of credit when the Company is considered by PJM to be the load serving entity
- Any cost incurred by the Company associated with any Commission-approved solar power purchase agreements and the administration of the Company's long-term solar procurement, including the costs associated with spot purchases to satisfy a fixed quantity of default service load. These costs will be recovered from the customers in the applicable procurement classes receiving an allocation of the solar energy and/or the SPAECs procured.

(C) Change

## RIDERS

Rider H (continued)

- (C)
- PTC<sub>Rev</sub> = The cumulative revenues billed to Retail Customers by Customer Class for Default Service under the Default Service Supply Plan, excluding applicable Pennsylvania gross receipts tax, for the six-month period ending two months prior to the effective date billed under the respective Customer Class PTC<sub>Default</sub> rates. (C)
- DS<sub>Int</sub> = The cumulative amount of carrying charges calculated on a monthly basis for the six-month period ending two months prior to the effective date by Customer Class. Interest shall be computed monthly for the over or under collection at the prime rate of interest for commercial banking, not to exceed the legal rate of interest, in effect on the last day of the month that the over and under collection occurs, as reported in the *Wall Street Journal*, to the effective month that the over collection is refunded or the under collection is collected. (C)
- DS<sub>Sales</sub> = The Company's projected Default Service kWh sales to Retail Customers by Customer Class for the six-month billing period that the E rate component of the PTC<sub>Default</sub> rate will be in effect. (C)
- T = The Pennsylvania gross receipts tax rate in effect during the billing month expressed in decimal form as reflected in the Company's base rates.

Each change in the PTC<sub>Default</sub> rates will be filed with the Commission by the later of: (a) forty-five (45) days prior to the effective date of the rate changes; or (b) seven (7) days after the last supply auction. The Company shall file details in support of the revised PTC<sub>Default</sub> rates.

At the conclusion of the duration of this reconciliation rider, the Company is authorized to recover or refund any remaining amounts not reconciled at that time under such mechanism as approved by the Commission.

Application of the PTC<sub>Default</sub> rates shall be subject to annual review and audit by the Commission.

(C) Change

RIDERS

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(C) Change

RIDERS

RIDER I

HOURLY PRICING DEFAULT SERVICE RIDER

**AVAILABILITY:**

The charges billed under this rider are applicable to all Customers on Rate Schedules GM (HP), GS-Large, GP, and GT or GS if such GS Customers also are under Special Rule GSDS who elect to take default service from the Company. These charges are also applicable to Customers on Rate Schedules GS and GM (PTC) on a voluntary basis who meet the metering requirements of this rider. Rates shall be billed under this rider on the next scheduled meter reading date after electing Default Service.

Rate Schedule GS and GM (PTC) Customers electing service under this rider must have Smart Meter technology installed as part of the Company’s Smart Meter Plan filed with and approved by the Commission.

**Hourly Pricing Service Charges:**

Customers participating in the Hourly Pricing Default Service Rider will be billed for usage based on the following calculation:

$$\text{Hourly Pricing Service Charges} = (\text{HP}_{\text{Energy Charge}} + \text{HP}_{\text{Cap-AEPS-Other Charge}} + \text{HP}_{\text{Administrative Charge}} + \text{HP}_{\text{Unc}} + \text{HP}_{\text{Reconciliation Charge}}) \times [1 / (1-T)]$$

**HP Energy Charge per kWh:**

$$\text{HP}_{\text{Energy Charge}} = \sum_{t=1}^n (\text{kWh}_t \times (\text{LMP}_t + \text{HP}_{\text{Oth}}) \times \text{HP}_{\text{Loss Multiplier}})$$

Where:

n = Total number of hours in the billing period

t = An hour in the billing period

LMP = the “Real Time” PJM load-weighted average Locational Marginal Price for the Penn Power Transmission Zone.

HP<sub>Oth</sub> = \$0.00400 per kWh for estimate of capacity, ancillary services, NITS, AEPS compliance and other supply components.

(C)

(C) Change

## RIDERS

## Rider I (continued)

HP Loss Multipliers:	GS-Small	1.0515	(C)
	GS-Medium	1.0515	
	GS-Large	1.0515	
	GP	1.0171	
	GT	1.0007	

These HP Loss Multipliers exclude transmission losses.

**HP Cap-AEPS-Other Charge:**

\$X.XXXXX per kWh representing the costs paid by the Company to the Supplier for Capacity, AEPS costs, and any other costs incurred by the Supplier multiplied by the HP Loss Multipliers. (C)

**HP Administrative Charge:**

\$X.XXXXX per kWh representing the administrative costs incurred by the Company associated with providing Hourly Pricing Service.

**HP Uncollectibles Charge:**

\$0.00002 per kWh representing the default service-related uncollectible accounts expense associated with Hourly Pricing Default Service. This charge is subject to annual adjustment on June 1 of each year.

**HP Reconciliation Charge:**

The HP Reconciliation Charge Rate (“E<sub>HP</sub>”) shall be applied to each kWh of Default Service that the Company delivers to Customers under this rider as determined to the nearest one- thousandth of a cent per kWh. The E<sub>HP</sub> rate shall be included as a non-bypassable component billed to Customers receiving Default Service from the Company under this rider. The rate shall be calculated according to the provisions of this rider.

For service rendered June 1, 2023 through November 30, 2023, the E<sub>HP</sub> rate is as follows: (C)

HP Reconciliation Charge Rate = \$X.XXXXX per kWh

(C) Change



## RIDERS

## Rider I (continued)

The  $E_{HP}$  rate will be calculated semi-annually for the six-month period ending March 31<sup>st</sup> to be effective for the six-month period beginning June 1<sup>st</sup>, and for the six-month period ending September 30<sup>th</sup> to be effective for the six-month period beginning December 1<sup>st</sup>. The  $E_{HP}$  rate shall be calculated in accordance with the formula set forth below:

$$E_{HP} = ((DS_{HPExp1} + DS_{HPExp2}) - PTC_{HPRev} + DS_{HPInt}) / DS_{HPSales}$$

Where:

$E_{HP}$  = The rate determined to the nearest one-thousandth of a cent per kWh to be applied to each kWh of Default Service delivered to Customers under this rider.

$DS_{HPExp1}$  = An allocated portion of the incremental start-up costs incurred by the Company through May 31, 2023 in connection with the Company's Default Service Supply Plan to provide Default Service amortized over the forty-eight (48) month period ending May 31, 2027 including but not limited to:

- Incremental start-up administrative costs including metering and billing costs incurred and other costs as necessary to provide service to Default Service Customers
- Other start-up costs incurred to develop and implement the competitive bid process for the Default Service Supply Plan including legal, customer notice, and consultant fees

Interest shall be computed monthly for the over or under collection at the prime rate of interest for commercial banking, not to exceed the legal rate of interest, in effect on the last day of the month that the over and under collection occurs, as reported in the *Wall Street Journal*, to the effective month that the over collection is refunded or the under collection is collected and included in the determination of the monthly amortized amount.

(C) Change

## RIDERS

## Rider I (continued)

- $DS_{HPExp2}$  = The cumulative costs to provide Hourly Pricing Default Service incurred by the Company for the six-month period ending two months prior to the effective date, including but not limited to the following: (C)
- Payments made to winning bidders
  - Any PJM related charges other than Non-Market Based Services Transmission charges identified in Rider J associated with the procurement of Hourly Pricing Default Service
  - All contingency plan implementation costs incurred during the supply period
  - An allocated portion of other costs incurred to develop and implement the competitive bid process for Default Service including legal, customer notice, and consultant fees
  - The cost of credit when the Company is considered by PJM to be the load serving entity
- $PTC_{HPRev}$  = The cumulative revenues, excluding any revenues associated with the HP Uncollectibles Charge and applicable Pennsylvania gross receipts tax, for the six-month period ending two months prior to the effective date billed to Hourly Pricing Default Service Customers under this rider including the applicable  $E_{HP}$  rates. (C)
- $DS_{HPInt}$  = The cumulative amount of carrying charges calculated on a monthly basis for the six-month period ending two months prior to the effective date. Interest shall be computed monthly for the over or under collection at the prime rate of interest for commercial banking, not to exceed the legal rate of interest, in effect on the last day of the month that the over and under collection occurs, as reported in the *Wall Street Journal*, to the effective month that the over collection is refunded or the under collection is collected. (C)
- $DS_{HPSales}$  = The Company's projected Hourly Pricing Default Service kWh sales to Retail Customers for the six-month billing period that the  $E_{HP}$  rate will be in effect. (C)

(C) Change

## RIDERS

Rider I (continued)

(C)

**Gross Receipts Tax:**

T = The Pennsylvania gross receipts tax rate in effect during the billing month expressed in decimal form as reflected in the Company's base rates.

**General:**

Each change in the  $E_{HP}$  rate as well as other rates within this rider will be filed with the Commission by the later of: (a) forty-five (45) days prior to the effective date of the rate changes; or (b) seven (7) days after the last supply auction. The Company shall file details in support of the revised rates.

At the conclusion of the duration of this reconciliation rider, the Company is authorized to recover or refund any remaining amounts not reconciled at that time under such mechanism as approved by the Commission.

Application of the  $E_{HP}$  rate shall be subject to annual review and audit by the Commission.

(C) Change

## RIDERS

(C)

## RIDER K

## TIME-OF-USE DEFAULT SERVICE RIDER

**Availability**

Time-Of-Use (“TOU”) default service (“TOU<sub>Default</sub>”) is available under this Rider for Residential Customers, and Commercial Customers with demand less than 100 kW, including those served under Rider D, the Net Metering Rider, and are receiving Default Service from the Company, upon the terms and conditions set forth herein, that: (1) have had smart meters installed pursuant to the Company’s Smart Meter Technology Procurement and Installation Plan; (2) are not enrolled in the Company’s Customer Assistance Program; (3) are not enrolled in budget billing; (4) are not involved in virtual net metering; (5) have not elected to terminate service under Rider K, for any reason, within the last 12 months; and (6) affirmatively elect to receive service under this Rider and comply with its enrollment procedures.

**Rates**

Commercial TOU<sub>Default On-Peak</sub> = Commercial Customer Class PTC<sub>Default</sub> Rate x 2.0271

Commercial TOU<sub>Default Super Off-Peak</sub> = Commercial Customer Class PTC<sub>Default</sub> Rate x 0.5202

Commercial TOU<sub>Default Off-Peak</sub> = Commercial Customer Class PTC<sub>Default</sub> Rate x 0.7409

Residential TOU<sub>Default On-Peak</sub> = Residential Customer Class PTC<sub>Default</sub> Rate x 2.0140

Residential TOU<sub>Default Super Off-Peak</sub> = Residential Customer Class PTC<sub>Default</sub> Rate x 0.5331

Residential TOU<sub>Default Off-Peak</sub> = Residential Customer Class PTC<sub>Default</sub> Rate x 0.7377

**On-Peak, Super Off-Peak, and Off- Peak Hours**

The rates for TOU default service are different for On-Peak, Super Off-Peak and Off-Peak hours during the year, and are billed on a service rendered basis, as shown below. All times listed below are prevailing time.

TOU Pricing Period	Included Time Periods	Commercial Rate Factor	Residential Rate Factor
On-Peak	2 PM - 9 PM Monday - Friday	2.0271	2.0140
Super Off-Peak	11 PM - 6 AM Monday - Friday	0.5202	0.5331
Off Peak	All Other Hours	0.7409	0.7377

(C) Change

## RIDERS

(C)

Rider K (continued)

**TOU<sub>Default</sub>**

The TOU<sub>Default</sub> rates by Commercial or Residential Customer Class are based on the PTC<sub>Default</sub> rates, which will be calculated semi-annually for the six-month period ending March 31<sup>st</sup> to be effective for the six-month period beginning June 1<sup>st</sup> and for the six-month period ending September 30<sup>th</sup> to be effective for the six-month period beginning December 1<sup>st</sup>.

**Customer Switching**

A Customer that has enrolled in the TOU default service program remains eligible to return to standard Default Service. A Customer that has enrolled in the TOU default service program may, at any time, elect to receive another product from any EGS. Customers may leave Rider K at any time without incurring fees or penalties. If a Customer elects to terminate service under Rider K for any reason, the Customer cannot re-enroll in Rider K for twelve billing months.

**Annual Review and Audit**

The application of TOU Default rates under this Rider shall be subject to annual review and audit by the Commission.

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RIDERS

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# **PENNSYLVANIA POWER COMPANY**

## **Electric Generation Supplier Coordination Tariff**

### **Company Office Location**

233 Frenz Drive  
New Castle, Pennsylvania 16101

Issued: March 31, 2023

Effective: June 1, 2023

**Samuel L. Belcher, President**

# **NOTICE**

Supplement No. 11 makes changes to existing Rules and Regulations.

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**LIST OF MODIFICATIONS**

Modified Section 5.4.1 to change the requirements for customers participating in the Company's Pennsylvania Customer Assistance Program ("PCAP") (See Second Revised Page No. 23).

Modified Section 9.1 for EGS AEPS Act requirements (See Fifth Revised Page No. 28).

Modified Section 12.9(b) to reflect that POR payments are subject to the Clawback Provision (See Fourth Revised Page No. 38).



(b) If a Customer contacts the Company to discontinue electric service the Company will notify the current EGS via an EDI drop transaction of the Customer’s discontinuance of service for the location.

**5.3.6** If the Company elects to change the account number for a Customer receiving generation service from an EGS for Company purposes (i.e., not as a result of customer action), the Company will notify the EGS of the change in account number at the same Customer location in sufficient time to permit the EGS to complete the EDI transactions required to maintain the EGS’s service to the Customer.

**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, PaPUC requirements, the PJM Tariff and this Tariff. The Company shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements.

Beginning June 1, 2023, consistent with Docket No. P-2021-3030014, Customers enrolled in the Company’s Pennsylvania Customer Assistance Program (“PCAP”) are required to be enrolled in the Company’s Default Service at the price-to-compare. Additionally, EGSs shall not charge any early termination, cancellation or other add-on fees to customers transitioning to PCAP.

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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.

**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.

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- 8.5.1 Customer PLS and NPLS.** The customer specific PLS and NPLS developed in support of the PLS and NPLS submitted to the PJM eRPM tool (or its successor) by the Company, will be provided to each EGS for the EGS's customers of record no later than 10 days following such data being uploaded into the Company's SAP system. Beginning in 2012, the eligible customer list ("ECL") and supplier specific "sync lists" will contain the new PLS and NPLS values in the first scheduled update of the ECL and Sync Lists after the calculations are uploaded into the SAP system.

## 9. ALTERNATIVE ENERGY PORTFOLIO STANDARDS

- 9.1 Requirements.** EGSs supplying retail load in the Company's service territory shall cooperate with the Company to ensure compliance with applicable requirements under the AEPS Act and related regulations. An EGS is required to meet AEPS Act requirements for its metered retail load as measured at the delivery point for each EGS Customer.

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**12.9 Purchase of EGS Receivables (“POR”) Program.** The Company will purchase the account receivables, associated with EGS sales of Basic Electric Supply. The program will be applicable to residential and commercial Customers on Consolidated EDC Billing under the following rate schedules: Residential Service RS, General Service GS Special Provision for Volunteer Fire Company and Non-Profit Ambulance Service, Rescue Squad and Senior Center Service, General Service GS, General Service Medium GM, Street Lighting Service SV, Street Lighting Service SVD, Street Lighting Service SM and Private Outdoor Lighting Service PLS. Provided that the Company is able to bill EGSs for all fees as provided in Section 12.9(f), the POR will be “non-recourse” except as provided for under Section 12.9(g). To the extent the Company has to provide any consumer protections other than those provided for under Chapter 14 of the Public Utility Code and Chapters 55 and 56 of the Commission’s regulations, 52 Pa. Code §§ 55.1 and 56.1 et. seq., the costs will be borne by the EGSs. The Company will purchase only those receivables that are associated with basic electric supply services and not receivables associated with Basic Electric Supply. The Company has the right to withhold from the POR payment to an EGS an amount equal to any undisputed outstanding and unpaid balance in excess of thirty (30) or more days associated with EGS obligations to the Company as provided for in Section 12.2.

EGSs will not deny service to residential customers whose accounts are included in the POR program for credit-related reasons and will not ask residential customers for deposits separate from any deposit required by the Company pursuant to Chapter 14 and Commission regulations.

The Company will purchase receivables only for service rendered on or after June 1, 2011. Receivables for service rendered before June 1, 2011 cannot be used for termination purposes.

**(a) Eligibility:** The POR program will be available only for EGSs who employ the Company’s Consolidated EDC Billing option. Participation in the Company’s POR program will be mandatory for any EGS that does employ the Consolidated EDC Billing option.

**(b) Timing of Payments:** Payments to EGSs will be made based on the current amount that is billed and owed by the Customers and will be paid 40 days after invoicing the Customer. The POR payments to EGSs will be subject to the Clawback Provision provided for in Section 12.9(g).

(C)

(C) Change

**PENNSYLVANIA POWER COMPANY**

**Third Party Data Access Tariff**

**Company Office Location**

2800 Pottsville Pike  
P. O. Box 16001  
Reading, Pennsylvania 19612

Issued: March 31, 2023

Effective: June 1, 2023

**Samuel L. Belcher, President**

**NOTICE**

Filed in compliance with the Order of the Pennsylvania Public Utility Commission entered August 4, 2022 at Docket No. P-2021-3030014. This tariff establishes new Rules and Regulations for Pennsylvania Power Company.

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**LIST OF MODIFICATIONS**

General – This tariff establishes new Rules and Regulations for Pennsylvania Power Company

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### **HOW TO USE LOOSE-LEAF TARIFF**

1. This Tariff is issued on the loose-leaf plan. Each page will be issued as “original page,” consecutively numbered, commencing with the title page, which in all cases will be considered as Page No. 1 for example: “Original Page No. 2,” “Original Page No. 3,” etc.
2. All changes in, additions to, or eliminations from, original pages, will be made by the issue of consecutively numbered supplements to this Tariff and by reprinting the page or pages affected by such change, addition, or elimination. Such supplements will indicate the changes which they effect and will carry a statement of the make-up of the Tariff, as revised. The Table of Contents will be reissued with each supplement.
3. When a page is reprinted the first time, it will be designated under the P.U.C. number as “First Revised Page No...,” the second time as “Second Revised Page No...,” etc. First revised pages will supersede original pages; second revised pages will supersede first revised pages, etc.
4. When changes or additions to be made require more space than is available, one or more pages will be added to the Tariff, to which the same number will be given with letter affix. For example, if changes were to be made in Original Page No. 2 and, to show the changed matter, more than one page should be required, the new page would be issued as “First Revised Page No. 2, superseding Original Page No. 2”; and the added page would be issued as “Original Page No. 2A.” If a second added page should be required, it would be issued as “Original Page No. 2B.” Subsequent reprints will be consecutively designated as “First Revised...,” “Second Revised...,” etc.
5. On receipt of a revised page it will be placed in the Tariff immediately following the page which it supersedes, and the page which is to be superseded thereby plainly marked “See following page for pending revision.” On the date when such revised page becomes effective, the page superseded should be removed from the Tariff.

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## **DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS**

**Aggregated Customer Data** – information pertaining to retail customers that has been (a) assembled with specific retail customer identifiers including, but not limited to, name, address, and electric service account number omitted from the assembled information and (b) subjected to analysis functions to develop summation average or other analytical statistics, or both, for specific groups of retail customers in a manner that precludes the determination of the individual identities of the retail customer to which such information pertains.

**Anonymous Customer Data** – information pertaining to retail customers that has been assembled with specific retail customer identifiers including, but not limited to, name, address, and electric service account number omitted from the assembled information.

**AMI Interval Data** – electric demand and energy usage that are measured over specific consistent incremental time periods by advanced metering infrastructure (“AMI”) metering facilities provided by the Company at a retail customer’s premises and that may or may not be subject to the Company’s validation, editing, and estimation (“VEE”) processes or directly used for the purposes of determining the amounts owed by such retail customer for electric services.

**Charges** – all charges stated in the “Charges” section of this Tariff that are billed by the Company (on behalf of itself or any FirstEnergy affiliate or subsidiary) for service performed hereunder.

**Company** – Pennsylvania Power Company (“Penn Power”).

**Competition Act** – the Electricity Generation Customer Choice and Competition Act, 66 Pa.C.S. § 2801, et seq.

**Conservation Service Provider** – an entity that provides information and technical assistance on measures to enable a person to increase energy efficiency or reduce energy consumption and that has no direct or indirect ownership, partnership, or other affiliated interest with an electric distribution company (66 Pa.C.S. § 2806.1.(m)).

**Curtailed Service Provider** – a PJM member or a special member, which action on behalf of itself or one or more other members or non-members, participates in the PJM Interchange Energy Market, Ancillary Services markets, Reliability Pricing Model, or any combination thereof by causing a reduction in demand.

**Customer** – a retail electric customer as defined in the Competition Act.



## Definitions (Continued)

**Customer Data** – information pertaining to retail customers, including AMI Interval Data and customer account information, such as customer address, contact information, payment history, account number, and amount billed.

**Electric Distribution Company (or “EDC”)** – shall have the meaning set forth in the Competition Act.

**EDC Tariff** – the Company’s current PaPUC approved Electric Service Tariff, Pa. P.U.C. No. 36 (Pennsylvania Power Company).

**Electric Generation Supplier** – any person, corporation, or other entity that has received a certification from the Commission that it is eligible and licensed to supply electric energy, capacity, transmission, and ancillary services to Customers in the Company’s service territory under and pursuant to the Competition Act.

**Electronic Data Interchange (“EDI”)** – guidelines that represent the standard electronic communication method for exchanging data between an EDC and an EGS.

**FERC** – the Federal Energy Regulatory Commission.

**FirstEnergy Corp. (“FirstEnergy”)** – the parent company of Cleveland Electric Illuminating Company, Jersey Central Power and Light Company, Metropolitan Edison Company, Monongahela Power Company, Ohio Edison Company (and its wholly owned subsidiary, Pennsylvania Power Company), Pennsylvania Electric Company, Potomac Edison Company, Toledo Edison Company, and West Penn Power Company.

**Market Participant** – has the same meaning as set forth in the PJM Tariff.

**PaPUC (or “Commission”)** – the Pennsylvania Public Utility Commission.

**PJM** – the regional transmission organization operated by PJM Interconnection, L.L.C., or its successor.

**PJM Tariff** – the PJM Open Access Transmission Tariff, including schedules and exhibits.

Definitions (Continued)

**Tariff** – this Third-Party Data Access Tariff.

**Third Party** – a Conservation Service Provider or a Curtailment Service Provider.

## **RULES AND REGULATIONS**

### **1. THE TARIFF**

- 1.1 Filing and Posting.** A copy of this Tariff is on file with the Commission and is posted and open to inspection at the offices of the Company during regular business hours. A copy of this Tariff is available at the Company's website [www.firstenergycorp.com](http://www.firstenergycorp.com).
- 1.2 Revisions.** Subject to Section 2.3, this Tariff may be revised, amended, supplemented, or otherwise changed from time to time in accordance with the Pennsylvania Public Utility Code, and such changes, when effective, shall have the same force as the present Tariff.
- 1.3 Application.** The Tariff provisions apply to all Third Parties seeking to obtain Customer Data pertaining to Customers located in the Company's service territory. The obligations and charges herein shall apply to anyone providing or receiving service unlawfully or to any unauthorized or fraudulent provision or receipt of service in addition to any other remedies available to the Company.
- 1.4 Statement by Agents.** No Company representative has authority to modify a Tariff rule or provision, or to bind the Company by any promise or representation contrary thereto or inconsistent therewith.

## 2. SCOPE AND PURPOSE OF TARIFF

- 2.1 Scope and Purpose of Tariff.** This Tariff defines the circumstances and terms and conditions under which the Company provides or makes available retail Customer Data to a Third Party.
- 2.2 Relationship of the Company, Customer, and Third Party.** The Company provides electric service to a Customer in accordance with the EDC Tariff. Through the course of providing this service the Company obtains, compiles, and stores Customer Data.
- 2.2.1** A Third Party must be authorized by a Customer to obtain data specific to such Customer from the Company. The Company must provide or make available, or both, such data to such Third Party subject to the terms, conditions, and limitations set forth in this Tariff.
- 2.2.2** The Company is not a party to the manner in which data are utilized by a Third Party and is not bound by any term, condition, or provision of any program or process employed by a Third Party in its utilization of such data. Any contractual arrangement to which a Third Party and Customer are parties is not part of this Tariff or the EDC Tariff. The Company is not a party to any such contractual arrangement between a Third Party and a Customer and is not bound by any term, condition, or provision of such an agreement.
- 2.2.3** A Third Party is not an agent of the Company. A Third Party has no authority to enter into any agreement on behalf of the Company; to amend, modify, or alter any of the Company's tariffs, contracts, or procedures; or to bind the Company by making any promises, representations, or omissions.
- 2.2.4** A Third Party has no authority to enter into any agreement pertaining to a Customer's electric service on behalf of such Customer or to modify or alter any such agreement on behalf of the Customer, or to bind the Customer by making any promises, representations, or omissions pertaining to such agreement.
- 2.3 FERC Jurisdictional Matters.** The inclusion of FERC-jurisdictional matters within the scope of the Tariff is intended solely for informational purposes and is not intended to accord any jurisdictional authority over such matters to the PaPUC. Furthermore, to the extent that anything stated herein is found by FERC to conflict with or to be inconsistent with any provision of the Federal Power Act ("FPA"), as amended, or any rule, regulation, order, or determination of FERC under the FPA, then such FERC rule, regulation, order, or determination of the FERC shall control. To the extent required under any provision of the FPA, or any rule, regulation, order, or determination of FERC under the FPA, the Company shall endeavor to secure, from time to time, all necessary orders, approvals, and determinations from FERC necessary to implement this Tariff.

### 3. COMMENCEMENT OF SERVICE

- 3.1 Prerequisites of Service.** Before commencing service hereunder, a Third Party must comply with the following prerequisites of service.
- 3.1.1** A Third Party must submit a completed registration form to the Company that acknowledges and accepts the Terms of Service set forth in Section 4 of this Tariff.
  - 3.1.2** A Third Party must demonstrate that it can meet all applicable continuing obligations described in Section 4 of this Tariff.
  - 3.1.3** A Third Party must have and demonstrate through the completion of any applicable Company testing program the ability to electronically access or retrieve, or both, data the Company provides or makes available, or both, in accordance with the Company's practices, procedures, and systems employed to provide or make available, or both, such data.
- 3.2 Incomplete Registrations.** In the event the Third Party submits an incomplete registration, the Company shall provide written notice to the Third Party of the registration's deficiencies within five (5) business days after the date of service of the registration. The Company will not process an incomplete application until the Third Party corrects the deficiencies and delivers a completed registration to the Company.
- 3.3 Commencement of Service.** Service hereunder shall commence within five (5) business days after the Company's acceptance of Third Party's complete registration provided that all of the information necessary for the Company to provide service hereunder has been submitted to the Company and any conditions established under Section 3 have been satisfied by the Third Party.

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## 4. TERMS OF SERVICE

- 4.1 Third Party Continuing Obligations.** The Third Party must continue to abide by the prerequisites of service of this Tariff, as applicable. In order to access or retrieve, or both, data specific to a Customer, the Third Party must accept the following terms of service:
- (a) The Third Party must obtain and maintain appropriate authorization from the Customer to access or retrieve, or both, data specific to the Customer, with such authorization documented in writing or electronically using the standard form set forth in Appendix B. If an authorization obtained by a Third Party from a Customer that allows such Third Party to access or retrieve, or both, data specific to such Customer expires or is revoked for any reason, the Third Party must no longer request access to or retrieve, or both, such data.
  - (b) The Third Party will treat data specific to a Customer that it accesses or retrieves, or both, as confidential information and ensure the confidentiality of such data specific to such Customer in accordance with all applicable statutes and regulatory orders or rules.
  - (c) The Third Party acknowledges that any data specific to a Customer that it accesses or retrieves, or both, have no warranties with respect to accuracy, completeness, or fitness for any purposes.
  - (d) The Third Party agrees that data specific to a Customer must not be sold or licensed to any other entity for any purpose.
  - (e) The Third Party agrees to indemnify, defend, and hold harmless the Company from any losses, claims, or liabilities arising out of any claim alleging or arising from (i) any act or omission of such Third Party in connection with the performance of its obligations under this Tariff, (ii) such Third Party's use of data specific to a Customer that it accesses or retrieves, or both, or (iii) any breach by a Third Party of its representations and promises.
- 4.2 Disclosure of Information Without Customer Authorization.** Customer authorization is not required for a Third Party to access or retrieve, or both, Aggregated Customer Data or Anonymous Customer Data, or both, as described in Section 5 of this Tariff.
- 4.3 Company Continuing Obligations.** For a situation in which the Company must provide or make available, or both, to a Third Party data specific to a Customer as described in Section 5.1.1 of this Tariff, such data must be provided or made available, or both, within one business day after the Company determines the data are available for the Customer, provided the Third Party is in compliance with applicable provisions in Section 3.1 of this Tariff and submits a request for such data prior to 5:00 p.m. Eastern Prevailing Time on the previous business day. The Company is not required to provide or make available, or both, revisions to data after such data are provided or made available, or both, to a Third Party in accordance with the provisions of this Tariff. In the event a Customer

notifies the Company that a Third Party's authorization to access data specific to such Customer is terminated or revoked, the Company must terminate such Third Party's further access to Customer Data under this Tariff within 5 business days after receiving such notification from the Customer.

- 4.4 Charges.** As applicable, charges are assessed by the Company for data provided or made available, or both, to such Third Party in accordance with the provisions of Section 5.2 of this Tariff. With respect to each request to access or retrieve, or both, Customer Data that is not available through standard automated processes, the Company will assess the requesting Third Party a charge of \$53 per hour, which will be billed by the Company in one-minute intervals.

## 5. DATA REQUEST AND RELEASE PROCESS

- 5.1 Data Options.** A Third Party may access Customer Data in accordance with one or more of the following options, as applicable, provided such Third Party complies with applicable provisions in Section 4.1 (Third Party Continuing Obligations).
- 5.1.1 Individual Customer Data.** As authorized by a Customer, a Third Party may access the data that are available for such Customer, including, but not limited to, usage for up to twelve consecutive months, load profile, rate class, peak load contribution, and network system peak load, via EDI or through a secure portion of the Company's website.
- 5.1.2 Aggregated and Anonymous Customer Data.** A Third Party may request access to Aggregated Customer Data and Anonymous Customer Data as described in Section 5.2.
- 5.2 Requests for Aggregated and Anonymous Customer Data.** A Third Party requesting Aggregated or Anonymous, or both, Customer Data will do so by submitting to the Company a data request through a secure portion of the Company's website that contains fields for the following information:
- (a) Name, address, phone, and email address of the Third Party requesting the data;
  - (b) A description of the data requested and to be released;
  - (c) A statement of the purpose for which the data will be used by the Third Party; and
  - (d) A description of the time period for the data to be disclosed (e.g., twelve months of historical data).
- 5.3 Company Response to Requests for Aggregated and Anonymous Customer Data.** Following the submission of a request for data by a Third Party in accordance with Section 5.2 of this Tariff, the Company will:
- (a) Confirm receipt of the request within three business days of receiving a request for data from a Third Party;
  - (b) Respond within three business days of receiving a request for data from a Third Party as to whether any additional information is required for the Company to process the request;
  - (c) Inform Third Party within ten business days of receiving a completed request for data as to whether it is able to grant the request and provide a proposed schedule for providing the requested data. If the Company responds that it cannot grant access to the requested data, it will provide specific reasons for why it cannot provide the data or offer other options for providing data access; and



(d) Notify the requesting Third Party of the data transmission and security requirements.

**5.4 Standardized Data Output and Delivery.** All data outputs will be in standard formats. Data will be accessible in specified formats such as XML or other agreed-upon formats. The Company will provide data through EDI or on a secure server on the Company's website where the requestor will retrieve it.

## 6. CONFIDENTIALITY OF INFORMATION

- 6.1 Generally.** All confidential or proprietary information made available by one party to the other in connection with the registration by a Third Party with the Company or the subsequent provision and receipt of Customer Data under this Tariff, or both, including, but not limited to, information regarding the business processes of a party and the computer and communication systems owned or leased by a party, shall be used only for purposes of registration with the Company receiving or providing Customer Data hereunder. Other than disclosures to representatives of the Company or Third Party for the purposes of enabling that party to fulfill its obligations under this Tariff, a party may not disclose confidential or proprietary information without the prior authorization or consent, or both, of the other party.
- 6.2 Customer Information.** The Third Party shall keep all Customer Data supplied by the Company confidential unless the Third Party has the Customer's written authorization to do otherwise.

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## 7. PAYMENT AND BILLING

**7.1 Third Party Payment of Obligations to the Company.** A Third Party shall pay all Charges it incurs hereunder in accordance with the following provisions:

**7.1.1 Billing Procedure.** Each month, the Company shall submit an invoice to the Third Party reflecting all of the Charges assessed to it by the Company for all of the services provided to Third Party under this Tariff during the applicable billing period. The invoice may be transmitted to the Third Party by any reasonable method requested by the Third Party. A Third Party shall make payment for Charges incurred on or before the due date shown on the bill. The due date shall be determined by the Company and shall not be less than fifteen (15) banking days from the date of transmittal of the bill.

**7.1.2 Manner of Payment.** The Third Party shall remit payment to the Company by wire transfer to a bank designated in Section 7.1.3 of this Tariff. If disputes arise regarding a Third Party bill, the Third Party must pay the undisputed portion of disputed bills under investigation.

**7.1.3 Wire Transfer.** Payment to the Company by the Third Party must be made by electronic wire transfer or such other means as will cause payment to be available for use by the Company on the due date. All payments shall be wire transferred to:

Bank:	JP Morgan Chase
ABA No.:	021000021
Account Name:	FirstEnergy Service Company
Account No.:	323396364

**7.1.4 Late Fee for Unpaid Balances.** If payment is made to the Company after the due date shown on the bill, a late fee will be added to the unpaid balance until the entire bill is paid. This late fee will be two percent (2%) per month of the unpaid balance.

## 8. LIABILITY

- 8.1 Limitations on Liability.** The Company is not liable for any act, omission, promise, or representation of any Third Party. To the extent that the Company receives a properly submitted request for applicable Customer Data and acts in accordance with the provisions of this Tariff, the Company is not liable for any conflict such actions may cause between a Third Party and a Customer. Although data provided or made available, or both, in accordance with the provision of this Tariff and produced and processed via Company systems and sources is considered to be reliable by the Company, no warranty expressed or implied is made regarding the accuracy adequacy, completeness, legality, reliability, or usefulness of any such data and applies to both the isolated and aggregated use of such data. The Company provides or makes available, or both, such data on an “as is” basis. All warranties of any kind expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, freedom from contamination or corruption of any kind, and noninfringement of proprietary rights are disclaimed.

## 9. TERMINATION OF SERVICE

**9.1 Termination.** A Third Party has the right to terminate service hereunder at any time, upon notification to the Company.

The Company will terminate service permanently to a Third Party who fails to abide by the provisions set forth in the Third Party Continuing Obligations section of this Tariff (i.e., Section 4.1).

Also, the Company has the right to terminate service hereunder to a Third Party if:

- (a) The Third Party fails to make timely payments to the Company, as required by Section 7 of this Tariff, to access or retrieve, or both, data provided to or made available to, or both, such Third Party in accordance with the provisions of this Tariff; or
- (b) The Third Party is determined by the PaPUC or applicable court of law to be responsible for fraudulent representation or activity in association with this Tariff, which includes, but is not limited to, the unauthorized access or retrieval, or both, of Customer Data;

**9.2 Survival of Obligations.** Termination of service hereunder for any reason shall not relieve the Company or a Third Party of any obligation accrued or accruing prior to such termination.

## 10. ALTERNATIVE DISPUTE RESOLUTION

- 10.1 Informal Resolution of Disputes.** The Company and Third Party shall use good faith and commercially reasonable efforts to informally resolve all disputes arising out of the implementation of this Tariff or the conduct of activities, or both, hereunder. The Third Party's point of contact for all information, operations, questions, and problems under this Tariff shall be the Company's Customer Data Access Group.
- 10.2 Internal Dispute Resolution Procedures.** Any dispute between the Company and a Third Party under this Tariff shall be referred to a designated senior representative of each of the parties for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty (30) days (or such other period as the parties may agree upon), such dispute, by mutual agreement, may be referred to mediation or may be submitted to arbitration and resolved in accordance with the arbitration procedures set forth below.
- 10.3 External Arbitration Procedures.** The arbitration initiated under the Tariff shall be conducted before a single neutral arbitrator appointed by the parties. If the parties fail to agree upon a single arbitrator within twenty (20) days of the referral of the dispute to arbitration the parties shall request the American Arbitration Association to appoint a single neutral arbitrator. The arbitrator(s) chosen shall not have any current or past substantial business or financial relationships with any party to the arbitration (except prior arbitration). The arbitrator(s) shall provide each of the parties an opportunity to be heard and, except as otherwise provided herein, shall generally conduct the arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association.
- 10.4 Arbitration Decisions.** Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) days of their appointment and shall notify the parties in writing of such decision and the reasons therefore. The arbitrator(s) shall be authorized only to interpret and apply the provisions of the Tariff and shall have no power to modify or change any provisions in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court of competent jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in 42 Pa. C.S.A. § 7341. The final decision of the arbitrator must also be filed with FERC and PaPUC, if it affects their respective jurisdictional rates, terms, and conditions of service or facilities.
- 10.5 Costs.** Each Party shall be responsible for its own costs incurred during the arbitration process and for the following costs, if applicable:
- (a) the cost of the arbitrator chosen by the party to sit on the three-member panel and a proportionate share of the cost of the third arbitrator chosen; or

- (b) the proportionate share of the cost of the single arbitrator jointly chosen by the parties.

**10.6 Rights Under the FPA.** Nothing in this Section shall restrict the rights of any party to file a complaint with FERC under relevant provisions of the FPA.

**10.7 Rights Under the Pennsylvania Public Utility Code.** Nothing in this Section shall restrict the rights of any party to file a complaint with the PaPUC under relevant provisions of the Pennsylvania Public Utility Code.

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## 11. MISCELLANEOUS

- 11.1 Notices.** Unless otherwise stated herein, any notice contemplated by this Tariff shall be in writing and shall be given to the Third Party at the address or email provided to the Company in its completed registration form and to the Company at the address on the first page of this Tariff or the email stated on the secure portion of the Company's website dedicated to requests for Customer Data. If given by electronic transmission, notice shall be deemed given on the date sent and shall be confirmed by a written copy sent by first class mail. If sent in writing by first class mail, notice shall be deemed given on the fifth business day following deposit in the United States mail (as noted by the postmark), properly addressed, with postage prepaid. If sent by same-day or overnight delivery service, notice shall be deemed given on the day of delivery. The Company and a Third Party may change their representative for receiving notices contemplated by this Tariff by delivering written notice of their new representatives to the other.
- 11.2 No Prejudice of Rights.** The failure by either the Company or the Third Party to enforce any of the terms of this Tariff shall not be deemed a waiver of the right of either to do so.
- 11.3 Governing Law.** To the extent not subject to the exclusive jurisdiction of FERC, the formation, validity, interpretation, execution, amendment, and termination of this Tariff shall be governed by the laws of the Commonwealth of Pennsylvania.

The Tariff, and the performance of the parties' obligations hereunder, are subject to and contingent upon (i) present and future local, state, and federal laws and (ii) present and future regulations or orders of any local, state, or federal regulating authority having jurisdiction over the matter set forth herein.

If at any time during the term of the Tariff, FERC, the PaPUC, or a court of competent jurisdiction issues an order under which a party hereto believes that its rights or interests, or both, under the Tariff are materially affected by said order, the party so affected shall within thirty (30) days of said final order provide the other party with notice setting forth in reasonable detail how said order has materially affected its rights or interests. Within thirty (30) days from the receiving party's receipt of said notice the parties agree to attempt through good faith negotiations to resolve the issue.



Appendix A  
**DATA ACCESS REGISTRATION FORM**

Name of Registrant:	D&B DUNS Number:
Please state whether Registrant is a Curtailment Service Provider or Conservation Service Provider:	Years in Business:  URL for Registrant’s Website:
Contact Name:	Title:
E-mail:	Phone:
Address: <span style="float: right;">City:</span>	State: <span style="float: right;">Zip Code:</span>
<b>To obtain or retrieve, or both, Customer Data maintained by Pennsylvania Power Company (“Penn Power” or “Company”), Registrant must submit electronic requests via the secure portal available at <a href="http://www.firstenergycorp.com">http://www.firstenergycorp.com</a>. Following submission of this completed registration form, the Company will provide Registrant a username and password to access the portal.</b>	
The submission of this Registration Form to Penn Power shall constitute the Registrant’s acknowledgement and acceptance of all the terms, conditions, and requirements of the Third-Party Data Access Tariff approved by the Pennsylvania Public Utility Commission (the “Commission” or “PUC”) at Docket Nos. P-2021-3030014 et al. (the “Tariff”).	
By sending an electronic request for Customer Data to Penn Power, Registrant represents and warrants that: <ol style="list-style-type: none"> <li>1. Registrant has obtained valid and appropriate customer authorization to access or retrieve, or both, data specific to such customer.</li> <li>2. Registrant will treat data specific to a Customer that it accesses or retrieves, or both, as confidential information and ensure the confidentiality of such data specific to such Customer in accordance with all applicable statutes and regulatory orders or rules.</li> <li>3. Any customer-specific data that Registrant accesses or retrieves, or both, have no warranties with respect to accuracy, completeness, or fitness for any purposes.</li> <li>4. Any data specific to a Customer must not be sold or licensed to any other entity for any purpose.</li> <li>5. Registrant agrees to indemnify, defend, and hold the Company harmless from any losses, claims, or liabilities arising out of any claim alleging or arising from (i) any act or omission of Registrant in connection with the performance of its obligations under the Tariff, (ii) Registrant’s use of data specific to a Customer that it accesses or retrieves, or both, or (iii) any breach by Registrant of its representations and promises.</li> </ol>	
The undersigned represents and warrants that they have the authority to act on behalf of and to bind Registrant to perform the terms and conditions set forth herein.	
Signature of Authorized Representative:	Date:
Name:	Title:

Appendix B
CUSTOMER AUTHORIZATION FORM



Customer Letter of Authorization Form

(please complete one copy of this form for each electric distribution company)

We hereby authorize \_\_\_\_\_ to act on our behalf to secure historical electric usage information on an ongoing basis for the purpose of evaluating historical energy usage patterns and other relevant information for the provision of energy related services. This authorization will remain in effect for twenty-four (24) months or until we provide \_\_\_\_\_ with thirty (30) days advance written notice of termination of the authorization whichever is earlier. \_\_\_\_\_ will treat all historical electric usage information obtained under this authorization as confidential information.

This form must be completed in its entirety and signed by the customer of record or by someone who has power of attorney or other legal right to sign the customer's name on their behalf.

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

PRINT NAME

TITLE

PHONE

FAX

EMAIL

CUSTOMER LEGAL ENTITY NAME

ADDRESS

ELECTRIC DISTRIBUTION COMPANY NAME

20-DIGIT CUSTOMER NUMBER(S) (AS SHOWN ON PAGE 3 OF LATEST BILL)

PLEASE ATTACH CUSTOMER NUMBERS OR INCLUDE ELECTRONIC LIST IF REQUESTING MORE THAN 5 ACCOUNTS

Return this completed form and one utility bill for each electric distribution company account to your account representative at \_\_\_\_\_.

Curtailement Service Providers and Conservation Service Providers (Pennsylvania only) should return completed Customer Letter of Authorization forms to ThirdPartyAccess@firstenergycorp.com

Revised: 04/2022