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August 29, 2025

**VIA ELECTRONIC MAIL**

Sherri L. Lewis  
Secretary of the Board  
New Jersey Board of Public Utilities  
44 South Clinton Avenue, 1st Floor  
PO Box 350  
Trenton, NJ 08625-0350  
[board.secretary@bpu.nj.gov](mailto:board.secretary@bpu.nj.gov)

**Re: Jersey Central Power & Light Company's Annual Compliance Plan Submitted Pursuant to N.J.A.C. 14:4-3.7(a) and Report on Employee Transfers Pursuant to N.J.A.C. 14:4-3.5(r)  
BPU Docket No. EX99030182**

Dear Secretary Lewis,

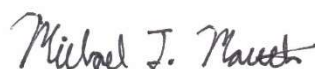
As required by N.J.A.C. 14:4-3.7(a), Jersey Central Power & Light Company ("JCP&L") hereby files its enclosed annual Compliance Plan (and Appendices thereto) for ensuring compliance with the Affiliate Relations, Fair Competition and Accounting Standards and Related Reporting Requirements, N.J.A.C. 14:4-3.1 *et seq.*

Further, as required by N.J.A.C. 14:4-3.5(r)(2), JCP&L hereby reports that there were no employee transfers between JCP&L and any related competitive business segment of its public utility holding company, FirstEnergy Corp., from July 1, 2024, through June 30, 2025. For context, Suvon, LLC ("Suvon") is the only subsidiary of FirstEnergy Corp. that recently provided or offered competitive service in New Jersey. But Suvon no longer does so—and has not done so for several years—though that entity has yet to be completely dissolved. JCP&L will continue to submit this report annually in this format, based on a June 30 year-end, unless directed otherwise.

Please kindly confirm your receipt of this filing by electronic mail at your earliest convenience.

If you have any questions, please do not hesitate to contact me.

Respectfully submitted,



Michael J. Martelo

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Enclosures

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STATE OF NEW JERSEY  
BOARD OF PUBLIC UTILITIES

**REVISED COMPLIANCE PLAN OF JERSEY CENTRAL POWER & LIGHT  
COMPANY REGARDING AFFILIATE RELATIONS, FAIR COMPETITION AND  
ACCOUNTING STANDARDS AND RELATED REPORTING REQUIREMENTS**

BPU DOCKET NO. EX99030182

FILED IN THE MATTER OF THE PROMULGATION OF STANDARDS BY THE BOARD  
PURSUANT TO THE PROVISIONS OF THE ELECTRIC DISCOUNT AND ENERGY  
COMPETITION ACT OF 1999, P.L. 1999, C.23

*August 27, 2025*

## **INTRODUCTION**

Jersey Central Power & Light Company (“JCP&L” or the “Company”), an electric public utility company subject to the regulatory jurisdiction of the New Jersey Board of Public Utilities (“BPU” or the “Board”), and maintaining offices at 300 Madison Avenue, Morristown, New Jersey 07962-1911, and 101 Crawfords Corner Road, Building 1, Suite 1-511, Holmdel, New Jersey 07733, hereby submits this compliance plan (the “Plan”) pursuant to the Affiliate Relations, Fair Competition and Accounting Standards and Related Reporting Requirements (the “Standards”) set forth in Title 14 of the New Jersey Administrative Code (“N.J.A.C.” or the “Code”), Chapter 4, Subchapter 3. This Plan supersedes the Revised Compliance Plan of Jersey Central Power & Light Company Regarding Affiliate Relations, Fair Competition and Accounting Standards and Related Reporting Requirements dated August 30, 2024.

JCP&L is an Electric Public Utility, as defined in the Code, and a wholly-owned subsidiary of FirstEnergy Corp. (referred to herein as “FirstEnergy,” which is a Public Utility Holding Company (“PUHC”), as defined in the Standards).<sup>1</sup> Capitalized terms used herein that are defined in the Standards shall have the meanings ascribed to them therein.

## **OVERVIEW OF JCP&L’s PLAN**

The FirstEnergy System already requires that employees comply with all applicable laws and regulations. Moreover, JCP&L has certain comprehensive procedures already in place, implementing FirstEnergy’s existing Business Practices Manual and Corporate Policies, including FirstEnergy’s Code of Business Conduct and FirstEnergy’s State Codes of Conduct Compliance Program. Implementation of the Standards will be consistent with these existing programs and practices. Additionally, JCP&L periodically reviews the policies and procedures in place to

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<sup>1</sup> FirstEnergy and its direct and indirect subsidiaries are collectively referred to herein as the “FirstEnergy System.”

promote compliance with the Standards and will make updates to this Plan, as necessary and appropriate, to reflect the same.

JCP&L is committed to conveying the significance of the Standards to all employees so that they will be prepared to recognize any Standards-related issues that may arise in the course of their work. At the same time, JCP&L recognizes that the Standards apply most directly to certain identifiable areas within the Company, and employees in these areas will require the most in-depth training about the Standards. These employees, referenced herein as “affected employees,” include, for example, the Call Center employees and those personnel working in the Customer Contact and Supplier Services areas.

JCP&L uses a multi-faceted approach to educate its employees about the requirements set forth in the Standards, to ensure that employees have access to the Standards, and to clearly convey JCP&L’s expectations regarding compliance. Specifically, JCP&L:

1. Maintains a Compliance Policies page on the FirstEnergy System Intranet for the benefit of all employees. This page contains links to JCP&L’s most current code of conduct policies, which incorporate an overview of the Standards, as well as various other employee guidance, governance documents, and other resources to support proper implementation and adherence to the Standards and all other applicable codes of conduct;
2. Periodically provides electronic update memoranda to affected employees addressing particular Standards-related issues as they arise;
3. Maintains a State Codes of Conduct Compliance Program in which all affected employees are trained according to their responsibility and jurisdiction. An explanation of the Standards is made available to new employees, all affected JCP&L employee groups, and to all

Director-level and Manager-level employees,<sup>2</sup> whether or not they are from affected employee groups; such training (on an annual refresher basis) is required to renew affected employees' awareness of the Standards and to update affected employees on any regulatory changes or developments that may occur. Participation in training sessions is mandatory, with electronic login used to document participation; and

4. Encourages employees to report any Standards-related concerns to their supervisor or the FirstEnergy Employee Concerns Line. The FirstEnergy Employee Concerns Line is a confidential toll-free number that is answered by a third-party vendor, NAVEX Global, Inc. Any intentional violation of the Standards shall result in disciplinary action, which may include discharge from employment, if warranted by the circumstances of the violation.

### **COMPLIANCE OVERSIGHT AND ENFORCEMENT RESPONSIBILITY**

The contents of this Plan highlight the various provisions of the Standards and identify the respective applicability of such to JCP&L, as well as the Company's plans as to their application to ensure compliance with the Standards. Oversight and implementation responsibility rests primarily with the Vice President - State Finance and Regulatory (JCP&L),<sup>3</sup> and Vice President, Ethics and Compliance,<sup>4</sup> as evidenced by their signatures on the supporting verifications. Enforcement of the Company's compliance obligations under the Standards rests in part with the same, in partnership with applicable leadership, Human Resources, and FirstEnergy's Office of Ethics and Compliance, as appropriate.

### **DISCUSSION OF JCP&L'S PLAN BY SECTION**

#### **Section 1. Scope**

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<sup>2</sup> "Director-level," as used herein, refers to managerial Directors who typically report to Vice Presidents, as opposed to members of the corporate Board of Directors.

<sup>3</sup> This position is presently held by Teresa Reed.

<sup>4</sup> This position is presently held by Antonio Fernández.

Section 1 of the Standards, N.J.A.C. 14:4-3.1, clarifies the scope of the succeeding sections within the Standards, noting that Sections 3 through 5, N.J.A.C. 14:4-3.3 through -3.5, apply only to transactions between (i) an Electric Public Utility, including a Related Competitive Business Segment (“RCBS”) thereof, and (ii) either (a) a PUHC itself providing or offering Competitive Service to Retail Customers in New Jersey or (b) an RCBS of a PUHC providing or offering such Competitive Service. N.J.A.C. 14:4-3.1(a)(1). Accordingly, N.J.A.C. 14:4-3.3 through -3.5 would apply only to transactions between (i) JCP&L (including any RCBS of JCP&L) and (ii) either (a) FirstEnergy, insofar as FirstEnergy itself provides or offers Competitive Service to Retail Customers in New Jersey, or (b) any RCBS of FirstEnergy engaged in the retail marketing of electricity or gas in New Jersey, or engaged in the provision of other Competitive Service, such as retail telecommunications services, to Retail Customers in New Jersey. As of the date of this Plan, FirstEnergy itself does not provide or offer Competitive Service to Retail Customers in New Jersey.<sup>5</sup> Nor does any RCBS of FirstEnergy offer or provide such Competitive Service. For context, Suvon, LLC (“Suvon”) is the only entity within the FirstEnergy System that recently provided or offered such Competitive Service. But Suvon is no longer doing business in New Jersey, though that entity has yet to be completely dissolved.

Section 1 of the Standards, N.J.A.C. 14:4-3.1, further notes that Section 6, N.J.A.C. 14:4-3.6, applies only to transactions between an Electric Public Utility and an RCBS thereof. Accordingly, N.J.A.C. 14:4-3.6 would apply only to transactions between JCP&L and its RCBS. But, as of the date of this Plan, JCP&L does not have an RCBS.

For these reasons, Sections 3 through 6 of the Standards, N.J.A.C. 14:4-3.3 through -3.6, do not currently apply to the FirstEnergy System’s operations. Should an RCBS of JCP&L or

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<sup>5</sup> FirstEnergy does not itself provide or offer any Competitive Service. It is not, therefore, referenced in this Plan, where the Plan and the corresponding Standards address providers of Competitive Service.

FirstEnergy begin doing business in New Jersey in the future, JCP&L will immediately notify the Board, in accordance with N.J.A.C. 14:4-3.7(d), and revise this Plan, if necessary.

## **Section 2. Definitions**

This Section has been maintained in the Plan solely as a placeholder so that the remaining Sections of the Plan will correspond to the sequence of the sections in the Standards.

## **Section 3. Nondiscrimination**

This Section prohibits actions by JCP&L that unreasonably discriminate against any competitor in favor of an RCBS of JCP&L or FirstEnergy. As explained above when addressing Section 1, no such RCBS is currently doing business in New Jersey.

**Section 3, Paragraphs (a), (b) & (c). JCP&L is prohibited from unreasonably discriminating against any competitor in favor of JCP&L's or FirstEnergy's RCBS.**

While no applicable RCBS is currently doing business in New Jersey, JCP&L will not unreasonably discriminate against any competitor in favor of any RCBS that may do so in the future, and specific training and protocols to ensure education and compliance around these Standards will be developed if this were to occur. Specifically, JCP&L will not represent that any RCBS or its customers will receive any different treatment than JCP&L provides to any other, non-Affiliated entities or the customers thereof, nor would JCP&L give the RCBS or its customers any preference over any non-Affiliated entities or their customers in the provision of goods or services offered by the Company.

**Section 3, Paragraph (d). With certain exceptions, transactions between JCP&L and its or FirstEnergy's RCBS are prohibited by the Standards.**

While no applicable RCBS is currently doing business in New Jersey, JCP&L remains committed to ensuring that it does not partake in transactions that are prohibited by the Standards,



except for: (i) tariffed products and services; (ii) the sale or purchase of goods, property, products, or services made generally available to all market participants through an open, competitive bidding process; or (iii) permitted Joint Purchases, corporate support, or competitive utility products and services that comply with the Standards and other applicable rules. Should an RCBS of FirstEnergy or JCP&L begin doing business in New Jersey in the future, any transactions between JCP&L and such RCBS will be carried out pursuant to Board-approved tariffs or under terms that are available to all entities pursuant to Board-approved contracts or rules, or as permitted Joint Purchases or corporate support.

**Section 3, Paragraph (e). JCP&L's actions in providing utility information, services, and unused capacity or supply are restricted by the Standards.**

While no applicable RCBS is currently doing business in New Jersey, JCP&L remains committed to providing access to utility information, services, and unused capacity or supply on a nondiscriminatory basis to all market participants except for permitted Joint Purchases, corporate support, or competitive utility products and services that comply with the Standards and any other applicable rules. Should an RCBS of FirstEnergy or JCP&L begin doing business in New Jersey in the future, specific training and protocols to ensure education and compliance around these Standards will be developed and implemented.

**Section 3, Paragraphs (f) & (g). Sales of surplus energy and/or capacity to FirstEnergy or its RCBS are governed by the Standards.**

While no applicable RCBS is currently doing business in New Jersey, JCP&L remains committed to ensuring that where JCP&L sells or offers to sell surplus energy and/or capacity on a short- or long-term basis, the Company makes the offering available on a non-discriminatory basis to non-Affiliated electric marketers, via a Public Posting.

**Section 3, Paragraphs (h) & (i). Discounts or waivers of charges or fees to FirstEnergy or its RCBS are governed by the Standards.**

While no applicable RCBS is currently doing business in New Jersey, JCP&L remains committed to ensuring that offers of discounts or waivers of charges or fees are made generally available through an open, competitive bidding process or on a non-discriminatory basis to all market participants. Should an RCBS of FirstEnergy begin doing business in New Jersey in the future, the underlying cost differential of any such discount given to the RCBS shall be documented in the Affiliate Discount Report discussed below at Section 3, Paragraphs (q), (r), and (s), and the RCBS shall not be given a preference with respect to tariff provisions that provide for discretionary waivers of fees, penalties, etc., unless such discretionary waivers are offered to all others on a nondiscriminatory basis.

**Section 3, Paragraphs (j) & (k). JCP&L is required to apply tariff provisions on a non-discriminatory basis, including to FirstEnergy or an RCBS of FirstEnergy.**

JCP&L shall strictly enforce those tariff provisions that do not allow discretion in their application. Where a tariff provision allows for discretion in its application, discretion shall be exercised on a non-discriminatory basis with regard to all market participants and their respective customers.

**Section 3, Paragraph (l). JCP&L is required to process requests for utility services on a non-discriminatory basis.**

JCP&L shall process all requests for service on a non-discriminatory basis with regard to all market participants and their respective customers.

**Section 3, Paragraph (m). JCP&L is prohibited from tying its products or services to those of FirstEnergy or FirstEnergy's RCBS.**

While no applicable RCBS is currently doing business in New Jersey, should such an RCBS begin doing so in the future, JCP&L shall not condition or otherwise tie the provision of its products or services, or the availability of discounts, rebates, or waivers of terms and conditions, to the taking of any products or services from FirstEnergy or its RCBS.

**Section 3, Paragraph (n). JCP&L is required to make any assignment of customers on a non-discriminatory basis.**

While no applicable RCBS is currently doing business in New Jersey, should such an RCBS begin doing so in the future, JCP&L shall not, whether by default, direct assignment, option, or by any other means, assign its customers to the RCBS unless the means of assignment is equally available to all competitors on a non-discriminatory basis, except as otherwise permitted by law, regulation, or Board Order.

**Section 3, Paragraphs (o) & (p). JCP&L is prohibited from offering marketing assistance to FirstEnergy or its RCBS, except on a non-discriminatory basis.**

JCP&L shall not offer customers advice or assistance relative to Competitive Service in general. JCP&L employees are to respond to customer inquiries that “due to NJBPU regulations the only advice [they] may impart to a customer is the internet address of the BPU website ([www.bpu.state.nj.us](http://www.bpu.state.nj.us)).” While no applicable RCBS is currently doing business in New Jersey, should such an RCBS begin doing so in the future, and except as otherwise permitted by the Standards, JCP&L shall not offer assistance, aid, or services relative to customer enrollment, marketing, or business development to such RCBS.

**Section 3, Paragraphs (q), (r) & (s). Any discount, rebate, or other waiver of any charge, penalties, or fee offered by JCP&L to FirstEnergy or FirstEnergy’s RCBS is**

**governed by the Standards. All records maintained pursuant to the Standards shall also conform to applicable Federal Energy Regulatory Commission (“FERC”) rules.**

While no applicable RCBS is currently doing business in New Jersey, should such an RCBS begin doing so in the future, and if JCP&L were to offer the RCBS a discount, rebate, or waiver of any charge, penalty, or fee, JCP&L would make a timely Public Posting of the transaction and retain certain records thereof. Within 24 hours of any such transaction, JCP&L shall make an Affiliate Discount Report, consisting of a Public Posting of the name of the RCBS involved, the rate charged, the maximum rate, the time-period for which the rate applies, the quantities and delivery points involved, any applicable discounts or requirements, documentation of the cost differential underlying the discount, and procedures by which a non-Affiliated entity may request a comparable offer. Moreover, for the required periods of time, and consistent with all applicable rules issued by the FERC, JCP&L shall maintain the required records identifying the RCBS involved in the transaction, its role in the transaction, the duration of the discount or waiver, the maximum rate, the rate actually charged, the quantity involved, and facts demonstrating that the discount, rebate, or waiver was offered to non-Affiliated entities on a nondiscriminatory basis.

#### **Section 4. Information Disclosure**

In accordance with the Standards, this Section places restrictions and conditions on the information that JCP&L may disseminate to FirstEnergy, any RCBS within the FirstEnergy System, or to third parties, including customers. The Section also contains Public Posting and recordkeeping requirements. Affected employees will be educated on the Section’s provisions so that they will understand the source and significance of the practices being implemented to ensure compliance with the Section. As explained above in Section 1, no RCBS of FirstEnergy or JCP&L is currently providing or offering Competitive Service to Retail Customers in New Jersey. The

website maintained by the FirstEnergy System for energy suppliers is password protected to prevent suppliers (regardless of affiliation) from accessing other suppliers' information.

**Section 4, Paragraph (a). The dissemination of Individual Proprietary Information is restricted.**

JCP&L will not provide Individual Proprietary Information to an RCBS or other third party except with the customer's prior affirmative written consent, or as otherwise authorized by the Board, and only if that same information is also provided to non-Affiliated entities on a non-discriminatory basis with the customer's prior affirmative written consent, or as otherwise authorized by the Board. To the extent that the customer specifically authorizes release of information only to a specific RCBS, supplier, or market participant, such information will not be made available to other market participants without further prior affirmative written consent from the customer.

**Section 4, Paragraph (b). JCP&L is restricted in the dissemination of certain nonpublic or proprietary information that is not customer specific.**

In the course of operating its distribution system, JCP&L may acquire information that is not customer-specific but is nonetheless non-public or proprietary. The information may relate to various topics, including JCP&L's electricity purchases, sales, operations, or electricity-related goods or services. While no applicable RCBS is currently doing business in New Jersey, should such an RCBS begin doing so in the future, JCP&L may exchange such non-customer specific non-public information with the RCBS if the Company makes such information available, via a Public Posting, to all other service providers on a non-discriminatory basis, and keeps the information open to public inspection. JCP&L may exchange proprietary information on an

exclusive basis if it is necessary to do so in conjunction with the provision of corporate support services, as permitted under the Standards.

**Section 4, Paragraph (c). JCP&L's supplier lists must comply with certain requirements.**

Under the Standards, any supplier list made available by JCP&L may contain only Board-licensed suppliers, must be maintained in alphabetical order, and may not highlight or promote any particular supplier. JCP&L currently makes such a supplier list available through the following website: [https://www.firstenergycorp.com/customer\\_choice/new\\_jersey/supplier\\_list.html](https://www.firstenergycorp.com/customer_choice/new_jersey/supplier_list.html). The supplier list complies with the Standards.

**Section 4, Paragraphs (d) & (e). JCP&L is restricted in the dissemination of certain non-public supplier information and data and shall not solicit the release of such information and data on an exclusive basis to prevent other market participants from accessing such information and data.**

JCP&L may receive non-public information and data from non-Affiliated suppliers. While no applicable RCBS is currently doing business in New Jersey, should such an RCBS begin doing so in the future, JCP&L will only provide such information and data to such RCBS, or to non-Affiliated entities, if the non-Affiliated suppliers in question have given JCP&L written or electronic affirmative authorization to do so. JCP&L will not solicit the release of such information exclusively to FirstEnergy or its RCBS in an effort to keep such information from other non-Affiliated entities.

**Section 4, Paragraphs (f) & (g). JCP&L is restricted in the scope of permissible statements it may make about Affiliated product and/or service providers.**

While no applicable RCBS is currently doing business in New Jersey, should such an RCBS begin doing so in the future, JCP&L will not provide customers with any list of product and/or service providers that highlights or otherwise identifies FirstEnergy or its RCBS, regardless of whether the list also includes the names of non-Affiliated entities, except upon request by a customer, or as authorized in the Standards or otherwise by the Board. Where a customer requests information about such RCBS, JCP&L employees will respond that “due to NJBPU regulations the only advice [they] are permitted to provide is the internet address of the NJBPU website ([www.bpu.state.nj.us](http://www.bpu.state.nj.us)).”

**Section 4, Paragraphs (h), (i) & (j). JCP&L is subject to certain record-keeping requirements.**

JCP&L will maintain complete and accurate records of all tariffed and non-tariffed transactions that would occur with FirstEnergy and, should an RCBS of FirstEnergy begin doing business in New Jersey in the future, JCP&L and said RCBS, including all waivers of tariff or contract provisions. Such records will be available for review by the Board and/or the Division of Rate Counsel (“Rate Counsel”) on 72 hours’ notice, or at a time mutually agreeable to JCP&L and the Board and/or Rate Counsel. JCP&L will maintain such records in accordance with the requirements of N.J.A.C. 14:5-6.2 or longer if another government agency so requires.<sup>6</sup>

**Section 4, Paragraph (k). JCP&L is required to maintain certain records of Affiliate contracts and related bids.**

JCP&L will maintain records of contracts and related bids for the provision of work, products, and/or services between JCP&L and FirstEnergy and, should an RCBS of FirstEnergy begin doing business in New Jersey in the future, between JCP&L and said RCBS. Such records

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<sup>6</sup> In Paragraph (j) of Section 4 of the Standards, N.J.A.C. 14:4-3.4(i), the reference to “N.J.A.C. 14:5-5.2” should instead be “N.J.A.C. 14:5-6.2”

will be retained in accordance with the requirements of N.J.A.C. 14:5-6.2 or longer if another government agency so requires.<sup>7</sup>

## **Section 5. Separation**

This Section requires that JCP&L, FirstEnergy, and any RCBS of FirstEnergy be separate entities, and that the separation be maintained in certain practical ways by limiting, qualifying, restricting, or prohibiting various forms of cooperation that might otherwise be implemented. As explained above in Section 1, no RCBS of FirstEnergy is currently providing or offering Competitive Service to Retail Customers in New Jersey.

**Section 5, Paragraph (a). JCP&L is required to maintain itself as a separate corporate entity.**

While no applicable RCBS is currently doing business in New Jersey, should such an RCBS begin doing so in the future, it will be maintained as a separate entity from JCP&L.

**Section 5, Paragraphs (b), (c) & (d). JCP&L is required to fulfill certain requirements as to the maintenance of its books and records.**

While no applicable RCBS is currently doing business in New Jersey, should such an RCBS begin doing so in the future, JCP&L and such RCBS will maintain separate books and records. In addition, JCP&L maintains its books and records in accordance with generally accepted accounting principles and the Uniform System of Accounts. JCP&L also maintains internal accounting controls to ensure that costs are fully allocated and all transfers are properly tracked. JCP&L's books and records are open for examination by the Board to the extent necessary to ascertain compliance with the Standards. Similarly, FirstEnergy's books and records are also

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<sup>7</sup> In Paragraph (k) of Section 4 of the Standards, N.J.A.C. 14:4-3.4(k), the reference to "N.J.A.C. 14:5-5.2" should instead be "N.J.A.C. 14:5-6.2"



open for examination by the Board to the extent necessary to ascertain compliance with the Standards to the extent it is engaged in transactions, interactions, and relations with JCP&L.

**Section 5, Paragraph (e). JCP&L is required to comply with applicable restrictions on shared plant, facilities, equipment, or costs.**

While no applicable RCBS is currently doing business in New Jersey, should such an RCBS begin doing so in the future, JCP&L will comply with applicable restrictions regarding shared plant, facilities, equipment, or costs. Specifically, JCP&L will not share office space, office equipment, services, and systems with said RCBS, except to the extent appropriate to perform shared corporate support functions permitted by the Standards.

**Section 5, Paragraphs (f), (g) & (h). JCP&L is required to comply with requirements and limitations applicable to joint products and services, as well as Joint Purchases.**

While no applicable RCBS is currently doing business in New Jersey, should such an RCBS begin doing so in the future, JCP&L will comply with applicable requirements and limitations. As to Joint Purchases, JCP&L will specifically ensure that they are priced, reported, and conducted as required by the Standards to ensure proper apportioning of direct and indirect costs between JCP&L and FirstEnergy's RCBS. As the FirstEnergy System is regulated by federal agencies, JCP&L must also comply with any rules and orders of such agencies relating to transfer pricing between Affiliates.

**Section 5, Paragraphs (i) & (j). JCP&L may share joint corporate oversight, governance, support systems, and personnel with FirstEnergy, FirstEnergy's RCBS, or FirstEnergy Service Company,<sup>8</sup> subject to certain requirements and restrictions.**

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<sup>8</sup> FirstEnergy Service Company is a wholly-owned subsidiary of FirstEnergy, authorized to provide various corporate support services to the entities comprising the FirstEnergy System. FirstEnergy Service Company is a "business segment . . . created solely to perform corporate support services," as described in paragraph (i) of Section 5 of the

While no applicable RCBS is currently doing business in New Jersey, should such an RCBS begin doing so in the future, JCP&L and such RCBS may share directly, or through FirstEnergy Service Company, joint corporate oversight, governance, support systems, and personnel. To the extent such an event would occur, JCP&L will comply with the pricing and reporting requirements of the Standards, consistent with any federal rules discussed in Section 5, paragraphs (f), (g) and (h) above. Moreover, JCP&L will not utilize joint corporate support services as a conduit in circumvention of the Standards.

**Section 5, Paragraphs (k), (l), (m), (n) & (o). Corporate identification, advertising, and joint marketing are governed by the Standards.**

Section 5, Paragraph (k) of the Standards, N.J.A.C. 14:4-3-5(k), prohibits an RCBS from employing JCP&L's logo in connection with the use of any "circulated material" in New Jersey without including a three-part disclaimer. While no applicable RCBS is currently doing business in New Jersey, should such an RCBS begin doing so in the future, JCP&L and such RCBS will comply with all aspects of the Standards, including the proper use of the disclaimer in connection with the use of "circulated material" in New Jersey. Further, the promotional materials of an RCBS will not be included in JCP&L's billing envelopes or in any of the Company's written communications with customers, except pursuant to Board-approved procedures that are available to all other non-Affiliated service providers on the same terms and conditions. Additionally, JCP&L will not participate in joint advertising or marketing activities with its RCBS, except as permitted by the Standards. Nor will JCP&L subsidize costs, fees, or payments with any RCBS associated with research and development or investment in advanced technology research. Finally, in accordance with Section 5, Paragraph (m) of the Standards, N.J.A.C. 14:4-3.5(m), JCP&L will

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Standards, N.J.A.C. 14:4-3.5(i). Agreements between JCP&L and FirstEnergy Service Company have been previously filed with the Board.

not represent—either directly or indirectly—that a customer or an Affiliate is in any way provided different treatment as a result of the Affiliate relationship.

**Section 5, Paragraph (p). JCP&L, FirstEnergy, and an RCBS of FirstEnergy are restricted in the sharing of personnel.**

While no applicable RCBS is currently doing business in New Jersey, should such an RCBS begin doing so in the future, JCP&L and such RCBS will not share personnel, except as permitted by the Standards, and the Competitive Service of the RCBS shall be provided utilizing assets separate from those utilized by JCP&L to provide non-competitive utility and safety services.

**Section 5, Paragraph (q). JCP&L, FirstEnergy, and an RCBS of FirstEnergy are restricted in the sharing of corporate officers or directors.<sup>9</sup>**

While no applicable RCBS is currently doing business in New Jersey, should such an RCBS begin doing so in the future, JCP&L and such RCBS shall not share corporate officers or directors, consistent with the Board’s interpretation or application of the Standards.

**Section 5, Paragraph (r). Employee transfers between JCP&L, FirstEnergy, and an RCBS of FirstEnergy are governed by the Standards.**

While no applicable RCBS is currently doing business in New Jersey, should such an RCBS begin doing so in the future, JCP&L will comply with the Standards governing employee transfers related to posting, reporting, and employment restrictions.

**Section 5, Paragraph (s). Transferred employees are restricted in their use of information.**

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<sup>9</sup> The term “director” here refers to a member of a corporate Board of Directors, as distinguished from a managerial Director (as referenced in the Overview of JCP&L’s Plan and at footnote 3).

While no applicable RCBS is currently doing business in New Jersey, should such an RCBS begin doing so in the future, any employee transferred from JCP&L to such RCBS will not convey to the RCBS information gained at JCP&L that the RCBS would otherwise be precluded from having under the Standards, and will not use any such information to the benefit of the RCBS or to the detriment of non-Affiliated competitors. These restrictions will be emphasized during the course of exit interviews with employees transferring from JCP&L to an RCBS. JCP&L will not make temporary or intermittent assignments or rotations of employees to any RCBS.

**Section 5, Paragraph (t). Transfers of services between JCP&L and an RCBS of FirstEnergy are governed by the Standards.**

While no applicable RCBS is currently doing business in New Jersey, should such an RCBS begin doing so in the future, JCP&L will comply with the Standards governing transfers of services, as well as with any other applicable pricing rules, as referenced in Section 5, Paragraphs (f), (g) and (h) above.

**Section 5, Paragraph (u). The Standards apply to any transfers, leases, rentals, licenses, easements, or other encumbrances of assets that may be made between JCP&L and FirstEnergy or an RCBS of FirstEnergy.**

While no applicable RCBS is currently doing business in New Jersey, should such an RCBS begin doing so in the future, JCP&L will comply with the pricing provisions of the Standards for any transfers, leases, rentals, licenses, easements, or other encumbrances of assets that may be made between JCP&L and such RCBS.

**Section 6. The Electric Discount and Energy Competition Act and the Standards restrict JCP&L's and its RCBS's ability to offer competitive products and/or services without a Board-approved tariff.**

JCP&L does not offer any competitive products and/or services, and the Company does not currently have an RCBS. Should JCP&L or an RCBS thereof seek to offer competitive products and/or services, however, a Board-approved tariff will be sought beforehand.

#### **Section 7. Regulatory Oversight**

This Plan is submitted in fulfillment of the requirements of Section 7 of the Standards, N.J.A.C. 14:4-3.7. Paragraph (b)(1) of Section 7, N.J.A.C. 14:4-3.7(b)(1), requires the submission of a list of all Affiliates of JCP&L, *i.e.*, any RCBS of either JCP&L itself or FirstEnergy. Because JCP&L does not have an RCBS of its own, and because no RCBS of FirstEnergy is currently doing business in New Jersey, there are no Affiliates to list.

#### **Section 8. Dispute Resolution**

JCP&L will fulfill its obligations, as outlined in the Standards, with regard to the resolution of disputes. In compliance with the Standards, JCP&L has formulated the following dispute resolution procedure:

The FirstEnergy Employee Concerns Line serves as a telephone complaint hotline, which can be found on FirstEnergy's Ethics and Compliance website, to address complaints alleging violations of the Standards. The FirstEnergy Employee Concerns Line is a confidential toll-free number that is answered by a third-party vendor, NAVEX Global, Inc. The telephone number is 1-800-683-3625.

Complaints will be investigated under the auspices of the Chief Ethics and Compliance Officer of FirstEnergy Service Company and the results of such investigation shall be made available to the complainant, in writing, within 30 days of JCP&L's receipt of the complaint. This written communication shall include a description of any action taken in response to the complaint. A log shall be maintained of all complaints, both pending and resolved. The log shall be subject

to review by the Board and Rate Counsel. It shall contain, at a minimum, a summary of each complaint, an explanation of why any pending complaint remains pending, and a statement of the manner in which each resolved complaint was resolved. Within five business days of becoming aware of any violation of the Standards, JCP&L shall report the violation to the Board and shall provide Rate Counsel with a copy of the report.

#### **Section 9. Violations and Penalties**

If the Board were to determine that a fine for a proven violation were appropriate and ordered JCP&L to pay such a fine, JCP&L would do so as required by law.

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## **APPENDIX A**

IN THE MATTER OF THE  
PROMULGATION OF STANDARDS BY  
THE BOARD PURSUANT TO THE  
PROVISIONS OF THE ELECTRIC  
DISCOUNT AND ENERGY COMPETITION  
ACT OF 1999, P.L. 1999, C. 23

BPU DOCKET NO. EX99030182

### **VERIFICATION OF SENIOR CORPORATE OFFICER PURSUANT TO AFFILIATE RELATIONS, FAIR COMPETITION AND ACCOUNTING STANDARDS OF THE BOARD OF PUBLIC UTILITIES**

Teresa Reed, being duly sworn upon his oath, deposes, and says:

1. I am Teresa Reed, Vice President – State Finance and Regulatory (Jersey Central Power & Light Company (“JCP&L”)), and I am duly authorized by JCP&L to make this Affidavit of Verification on its behalf.
2. I have read the contents of the foregoing Compliance Plan, and I am generally familiar with the mechanisms and procedures that are described in the Compliance Plan to reasonably ensure that JCP&L follows the mandates of the above-referenced Standards.
3. To the best of my knowledge, I hereby verify the adequacy of the specific mechanisms and procedures that are described in the Compliance Plan to reasonably ensure that JCP&L follows the mandates of the above-referenced Standards.
4. Pursuant to N.J.A.C.14:4-3.5(j), to the best of my knowledge, I verify that the mechanisms and procedures described in the Compliance Plan are adequate to reasonably ensure that joint corporate support services will not be used as a conduit to circumvent the above-referenced Standards.
5. Pursuant to N.J.A.C. 14:4-3.5(q), to the best of my knowledge, I verify that the mechanisms and procedures described in the Compliance Plan are adequate to reasonably ensure

that shared officers and directors are not utilized in violation of the Electric Discount and Energy Competition Act, N.J.S.A. 48:3-49 *et seq.*, or in violation of the above-referenced Standards.

  
Teresa Reed

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH

Sworn to and subscribed before me  
this 27 day of August 2025 by  
Teresa Reed.



**Annette G. Kavanagh**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 4/21/2026



## **APPENDIX B**

IN THE MATTER OF THE  
PROMULGATION OF STANDARDS BY  
THE BOARD PURSUANT TO THE  
PROVISIONS OF THE ELECTRIC  
DISCOUNT AND ENERGY COMPETITION  
ACT OF 1999, P.L. 1999, C. 23

BPU DOCKET NO. EX99030182

### **VERIFICATION OF SENIOR CORPORATE OFFICER PURSUANT TO AFFILIATE RELATIONS, FAIR COMPETITION AND ACCOUNTING STANDARDS OF THE BOARD OF PUBLIC UTILITIES**

Antonio Fernández, being duly sworn upon his oath, deposes and says:

1. I am Antonio Fernández, Vice President Chief Ethics & Compliance Officer of FirstEnergy Service Company, and I am duly authorized by FirstEnergy Corp. to make this Affidavit of Verification on its behalf.

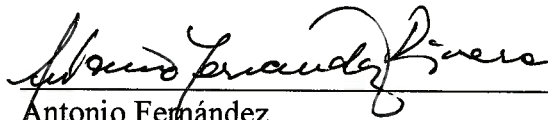
2. I have read the contents of the foregoing Compliance Plan, and I am generally familiar with the mechanisms and procedures that are described in the Compliance Plan to reasonably ensure that FirstEnergy Corp. follows the mandates of the above-referenced Standards.

3. To the best of my knowledge, I hereby verify the adequacy of the specific mechanisms and procedures that are described in the Compliance Plan to reasonably ensure that FirstEnergy Corp. follows the mandates of the above-referenced Standards.

4. Pursuant to N.J.A.C. 14:4-3.5(j), to the best of my knowledge, I verify that the mechanisms and procedures described in the Compliance Plan are adequate to reasonably ensure that joint corporate support services will not be used as a conduit to circumvent the above-referenced Standards.

5. Pursuant to N.J.A.C. 14:4-3.5(q), to the best of my knowledge, I verify that the mechanisms and procedures described in the Compliance Plan are adequate to reasonably ensure

that shared officers and directors are not utilized in violation of the Electric Discount and Energy Competition Act, N.J.S.A. 48:3-49 et seq., or in violation of the above-captioned Standards.

  
Antonio Fernández

STATE OF OHIO  
COUNTY OF SUMMIT

Sworn to and subscribed before me  
this 26<sup>th</sup> day of August 2025 by  
Antonio Fernández.



**KRISTINA A. HOUSLEY**  
NOTARY PUBLIC • STATE OF OHIO  
My Commission Expires Mar. 24, 2027

