PIKE COUNTY LIGHT & POWER COMPANY

GENERAL TARIFF

Rules and Rate Schedules
for Electric Service

PIKE COUNTY LIGHT & POWER COMPANY
MILFORD, PENNSYLVANIA 18337

SUPPLEMENT NO. 115 TO
ELECTRIC PA. P.U.C NO. 8

PIKE COUNTY LIGHT & POWER COMPANY

RATES AND RULES

GOVERNING THE

FURNISHING OF

ELECTRIC SERVICE

IN

THE BOROUGHS OF MATAMORAS AND MILFORD

AND VICINITY,

PIKE COUNTY, PENNSYLVANIA

(See Leaf No. 7)

ISSUED:	September 21, 2026	EFFECTIVE:	October 1, 2026

ISSUED BY: Joseph Fontana
President and CEO
Corning, New York

2. CHANGES MADE BY THIS SUPPLEMENT

Tariff Supplement No. 115 increases the Distribution System Improvement Charge to 0.90% in compliance with the Commission's December 8, 2022 Order at Docket No. P-2020-3022285. See Leaf 84A. (I)

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ISSUED: September 17, 2025 EFFECTIVE: October 15, 2025

ISSUED BY: Michael German
President and CEO
Corning, New York

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4. TERRITORY TO WHICH TARIFF APPLIES

COUNTY	TOWNSHIP	BOROUGH
Pike	Westfall	Matamoras
	Milford	Milford
	Dingman (Northerly Section)	

5. ABBREVIATIONS AND DEFINITIONS

5.1 ABBREVIATIONS:

Btu	British Thermal Unit(s)
kW	Kilowatt(s)
kWh	Kilowatthour(s)
kVA	Kilovolt-Ampere(s)

5.2 DEFINITIONS: (C)

Unless otherwise stated, the following words and terms, when used in this tariff, shall have the following meanings:

(1) Addition - (Applicable only to Rule 22) - Any addition to an existing building. Title 52 Pa. Code, Sections 69.101-69.107 (relating to building energy conservation standards for receipt of utility service) shall only apply to the portion of the building which is being added and not to the entire building.

(2) Applicant - A natural person, at least 18 years of age, not currently receiving service who applies for residential service provided by the Company or any adult occupant whose name appears on the mortgage, deed, or lease of the property for which the residential utility service is requested.

(3) Billing Month - A period or not less than 26 and not more than 35 days.

(4) Billing Period - A billing period shall be a billing month.

(5) Company - PIKE COUNTY LIGHT & POWER COMPANY.

(6) Competition Act - The Electricity Generation Customer Choice and Competition Act, 66 Pa. C.S. §2801, et seq.

(7) Competitive Energy Supply – Electric Power Supply provided by an Electric Generation Supplier other than the Company.

(8) Compliance Certification Copy - (Applicable only to Rule 22)- The part of the "notice of intent to construct" form returned to the builder or owner by the Pennsylvania Department of Community Affairs or municipality after receipt and processing of the notice of intent to construct, and which bears the ID number assigned to the notice of intent to construct by the Pennsylvania Department of Community Affairs or municipality.

(9) Customer - a present Customer of, or an applicant for, the Company's service. A natural person remains a customer after discontinuance or termination until the final bill for service is past due.

(C) Indicates Change

(Continued)

5. **ABBREVIATIONS AND DEFINITIONS** (Continued)

5.2 DEFINITIONS: (Continued) (C)

(10) Customer Charge - A charge designed to recover the costs the Company incurs in billing a customer's account and providing other services.

(11) Cycle Billing - A system of billing employed by a Company, which results in the normal rendition of bills for Company service, to a group or portion of all ratepayers on different or specified days of any one billing period.

(12) Default Service - Default Service shall be provided by the Company in accordance with, and as defined in, General Information Section 18.

(13) Delinquent Account - Charges for Company service which have not been paid in full by the due date stated on the bill or otherwise agreed upon; provided that an account shall not be deemed delinquent if: prior to the due date a payment or settlement agreement with the Company has been entered into by the residential customer; a timely filed notice of dispute is pending before the Company; or pursuant to time limits provided in this Chapter, an informal or formal complaint is timely filed with, and is pending before, the Commission.

(14) Delivery Service - A service provided by the Electric Distribution Company (EDC) whereby a retail customer's power supply is delivered from the border of the Company's service area to said customer's facility within the EDC's service area.

(15) Direct Access - Direct access shall have the meaning set forth in the Competition Act.

(16) Discontinuance of Service - The cessation of service with the consent of the residential customer and otherwise in accordance with Section No 15.2(relating to discontinuance of service).

(17) Dispute – A grievance of an applicant, customer, or occupant about the Company's application of any provision covered by this Section, including but not limited to such subjects as credit determinations, deposit requirements, the accuracy of meter readings or bill amounts, or the proper party to be charged. If, at the conclusion of an initial contact or, when applicable, a follow up response, the applicant, customer, or occupant indicates satisfaction with the resulting resolution or explanation of the subject of the grievance, the contact will not be considered a dispute.

(18) Dwelling - A house, apartment or single meter multi-unit structure being supplied with residential service.

(19) Electric Distribution Company (EDC) - A public utility that owns electric distribution facilities. At times, this term is used to refer to the role of the Company as a deliverer of Competitive Energy Supply in a Direct Access environment as contemplated in the Competition Act.

(C) Indicates Change

(Continued)

5. **ABBREVIATIONS AND DEFINITIONS** (Continued)

5.2 DEFINITIONS: (Continued) (C)

(20) Electric Generation Supplier (EGS). - Electric Generation Supplier (EGS) shall have the meaning set forth in the Competition Act.

(21) Electric Power Supply. The electricity required to meet customers' needs, including energy, ancillary services, losses and installed capacity, including reserves required by the NYISO, transported to the Company's transmission and distribution system boundary, for subsequent delivery by the Company to its customers.

(22) Emergency. An unforeseen combination of circumstances requiring temporary discontinuance of service in order to effect repairs or maintenance, or to eliminate an imminent threat to life, health, safety or property.

(23) Household Income. The combined gross income of all adults in a residential household who benefit from the Company’s service.

(24) Legal Rate of Interest. The current rate of interest pursuant to 41 P.S §202.

(25) Municipality. (Applicable only to Rule 22) - Any city, borough, incorporated town, township or home rule municipality.

(26) Non-Profit Ambulance Service. Any nonprofit chartered corporation, association, or organization located in the Commonwealth of Pennsylvania which (i) is regularly engaged in the service of providing emergency medical care and transportation of patients, (ii) possesses all necessary legal authority in Pennsylvania to perform emergency medical care and transportation of patients and (iii) provides such services from a building or other structure located in the Company's service territory that constitutes a separately metered location. The use of the electric service by the Non-Profit Ambulance Service shall be used primarily to support its service. In its sole discretion, the Company may request and the Customer shall provide all documentary and other evidence of its compliance with this provision.

(27) Non-Profit Rescue Squad. Any nonprofit chartered corporation, association, or organization located in the Commonwealth of Pennsylvania which (i) is regularly engaged in providing rescue services, (ii) possesses all necessary legal authority in Pennsylvania to perform rescue services and (iii) provides such services from a building or other structure located in the Company's service territory that constitutes a separately metered location. The use of the electric service by the Non-Profit Rescue Squad shall be used primarily to support its service. In its sole discretion, the Company may request and the Customer shall provide all documentary and other evidence of its compliance with this provision.

(28) Non-Profit Senior Citizen Center. A separately metered service location consisting of a facility for the use of senior citizens coming together as individuals or groups and where access to a wide range of services to senior citizens is provided.

The customer of record at this service location must be an organization recognized by the Internal Revenue Service (IRS) as non-profit and recognized by the Department of Aging as an operator of a senior citizen center.

(C) Indicates Change (Continued)

5. **ABBREVIATIONS AND DEFINITIONS** (Continued)

5.2 DEFINITIONS: (Continued) (C)

(29) Notice or Termination Notice. A written statement which in conspicuous print, clearly and fully includes the following information when applicable:

(a) The reason for the proposed termination.

(b) An itemized statement of all amounts currently due, including any required deposit.

(c) A statement that a specific reconnection fee will be required to have service restored after it has been terminated if such a reconnection fee is a part of the Company's tariff on file with the Commission.

(d) The date on or after which service will be terminated unless: payment in full is received, the grounds for termination are otherwise eliminated, a settlement or payment agreement is entered or a dispute is filed with the Company or the Commission.

(e) A statement that the residential customer should immediately contact the Company to attempt to resolve the matter, including the address and telephone number where questions may be filed and payment and settlement agreements entered into with the Company.

(f) The following statement: "If, AFTER discussing your problem with the Company you remain dissatisfied, you may file an informal complaint with the Public Utility Commission. TO AVOID TERMINATION OF SERVICE PENDING RESOLUTION OF A DISPUTE THIS INFORMAL COMPLAINT MUST BE FILED BEFORE THE PROPOSED DATE FOR TERMINATION OF YOUR SERVICE. You may file an informal complaint by telephoning the Public Utility Commission at (800-692-7380) or by writing to the following address: Pennsylvania Public Utility Commission, Box 3265, Harrisburg, Pennsylvania 17120.

(g) A serious illness notice in the form prescribed by the Public Utility Commission.

(30) Occupant. Any person who resides in the premises to which Company service is provided.

(31) Payment Agreement. An agreement whereby a residential customer who admits liability for billed service is permitted to amortize or pay the unpaid balance of the account in one or more payments.

(32) Person. An individual, partnership, corporation, association, including any lessee, assignee, trustee, receiver, executor, administrator, and other successors in interest.

(C) Indicates Change

(Continued)

5. **ABBREVIATIONS AND DEFINITIONS** (Continued)

5.2 DEFINITIONS: (Continued) (C)

(33) Physician - An individual licensed to engage in the practice of medicine and surgery in all of its branches, or in the practice of osteopathy or osteopathic surgery by a jurisdiction within the United States of America.

(34) Premises or Affected Premises - Unless otherwise indicated, the residence of the occupant.

(35) Renovation - (Applicable only to Rule 22) - The rehabilitation of an existing building which requires more than 25% of the gross floor area or volume of the entire building to be rebuilt. Cosmetic work such as painting, wall covering, wall paneling, floor coverings, and suspended ceiling work shall not be included. Title 52 Pa. Code, Sections 69.101- 69.107 (relating to building energy conservation standards for receipt of utility service) shall only apply to the portion of the building being renovated and not to the entire building.

(36) Residential Building - (Applicable only to Rule 22) -Any building defined in the Building Energy Conservation Act, 35 P.S. Section 7201.103 Section 103, and renovations and additions thereto, the actual construction of which commenced after March 19, 1986, and which is arranged for the use of one or two family dwelling units, and all row houses, townhouses and garden apartment construction not exceeding three stories in height used for residential purposes, whenever each unit has its own individual and self-supporting heating, ventilating or air conditioning system.

(37) Residential Service - Company service supplied to a dwelling, including service provided to a commercial establishment if concurrent service is provided to a residential premises attached thereto. Company service provided to a hotel or motel shall not be considered residential service.

(38) Settlement Agreements - A mutually satisfactory settlement of any claim or dispute, reduced to writing and signed by the parties or their representatives. The settlement agreement offered by a Company shall state immediately preceding the space provided for the residential customer's name, and in boldface print at least two point sizes larger than any other used thereon: "If you are not satisfied with this agreement, do not sign it. You may file an informal complaint before the Public Utility Commission without making yourself subject to retaliation by the Company. If you do sign this agreement, you give up your right to a hearing before the Commission on any matter involved in this dispute except the Company's failure to follow the terms of this agreement."

(C) Indicates Change

(Continued)

5. **ABBREVIATIONS AND DEFINITIONS** (Continued)

5.2 DEFINITIONS: (Continued) (C)

(39) Switch of Supplier - A switch of supplier includes a customer's:

a. initial enrollment with an Electric Generation Supplier;
b. switch from one Electric Generation Supplier to another; or
c. return to the Company's Default Service

(40) Termination of Service. Cessation of service whether temporary or permanent, without the consent of the residential customer.

(41) Volunteer Fire Company. A separate service location consisting of a building, sirens, a garage for housing vehicular fire fighting equipment, or a facility certified by the Pennsylvania Emergency Management Agency (PEMA) for fire fighter training. The use of electric service at this service location shall be to support the activities of the volunteer fire company. Any fund raising activities at this service location must be used solely to support volunteer fire fighting operations.

The customer of record at this service location must be a predominantly volunteer fire company recognized by the local municipality or PEMA as a provider of fire fighting services.

(C) Indicates Change

RULES AND REGULATIONS

6. HOW TO OBTAIN SERVICE

6.1 APPLICATIONS: (C)

An application for service may be made by the owner or occupant of any building or premises at any office of the Company. The Company may require that applications be in writing on the form prescribed by the Company. An application or agreement for service shall not be modified or affected by any promise or representation, oral or written, by any unauthorized agent or employee of the Company. Contracts for service shall not be transferable or assignable.

The Company's credit and application procedures for applicants are as follows:(1) positive identification of applicant obtained from previous customer record or through one of the major credit reporting bureaus or through in-person identification; (2) determination of liability for a past due balance; (3) determination if a deposit is required based upon applicant's previous account history if available or through third party credit scoring of applicant.

6.2 PERMITS:

The Company will make application for any necessary highway permits for installing its service facilities and shall not be required to furnish service until a reasonable time after such permits are granted. The Customer, at his expense, must obtain and present to the Company for registration satisfactory easements, rights of way, permits (except highway permits), consents or certificates necessary to give the Company access to his installation and equipment and to enable its service to be connected therewith, or for other purposes in connection with the supply of service. Also, the Customer, at his expense, must secure all permits, municipal and otherwise, required by law for the installation and operation of equipment utilizing the service on his premises.

6.3 TEMPORARY SERVICE:

When service is to be used at a site where the needed facilities will not be used for permanent supply, such as for entertainments, construction purposes or other activities of limited duration, the cost of installation and removal of all facilities, less salvage value, shall be borne by the Customer, and a sufficient amount to cover this cost shall be paid in advance.

(C) Indicates Change

(Continued)

RULES AND REGULATIONS

6. HOW TO OBTAIN SERVICE (Continued)

6.4 EXTENSIONS OF LINES AND FACILITIES:

The Company will construct, own and maintain overhead supply facilities, either secondary or primary, located on the highway or on rights or way acquired by the Company and used or usable as part or the Company's general supply system.

The Company's obligation to extend its facilities to a new point of delivery is limited to the assumption of new investment to the extent warranted by the revenue anticipated from the business to be supplied.

Where the Company cannot be assured that the Customer to be served will be permanent or where unusual expenditures are necessary to supply service because of the location, size, or character of the Customer's installation, facilities will be constructed only when the Customer makes an adequate contribution toward the cost of such facilities, or makes other satisfactory arrangements which would be sufficient to warrant the Company to undertake the investment and expense involved.

All, or part, of that part of the cost of any extension which 19 financed by a Customer may be refunded to him over a term of years upon such basis or conditions as may be determined by the Company, and specified in the contract for service.

6.5 CASH DEPOSITS FOR NON-RESIDENTIAL CUSTOMERS

Deposits may be required from Customers taking service for a period of less than thirty days, in an amount equal to the estimated gross bill for such temporary period. Deposits may be required from all other Customers provided that, in no instance, may deposit be required in excess of the estimated gross bill for any single billing period plus one month (the maximum period not to exceed four months) with a minimum of $5.00.

Deposits shall be returned to the depositor when he shall have paid undisputed bills for service over a period of twelve consecutive months; and any Customer having secured the return of a deposit shall not be required to make a new deposit unless the service has been discontinued and the Customers credit standing impaired through failure to comply with tariff provisions.

(Continued)

RULES AND REGULATIONS

6. HOW TO OBTAIN SERVICE (Continued)

6.5 CASH DEPOSIT FOR NON-RESIDENTIAL CUSTOMERS (Continued)(C)

The payment of any undisputed bill, within the meaning of the Public Utility Law, shall be payment of the bill with or without discount or penalty, within thirty days following the period for which the bill was rendered or payment within thirty days following presentation of the bill, or the payment of any contested bill, payment of which is withheld beyond the period herein mentioned and the dispute is terminated substantially in favor of the Customer and payment made by the Customer within ten days thereafter.

Interest will be paid on deposits at the Legal Rate of Interest without deduction for any taxes thereon. Upon deposits held for more than a year, the Company will pay to the patron, annually, the interest accrued thereon.

6.6 CREDIT AND DEPOSIT PROCEDURES FOR APPLICANTS AND RESIDENTIAL CUSTOMERS (C)

(A) General

The Company may require a cash deposit in an amount equal to one-sixth of an applicant's or residential customer's estimated annual bill from the following:

(1) An applicant, who previously received delivery service and was a residential customer of the Company, whose service was terminated for any of the following reasons:

(a) non-payment of an undisputed delinquent account;

(b) failure to complete payment of a deposit, to provide a guarantee, or to establish credit;

(c) failure to permit access to meters, service connections or other property of the Company for the purpose of replacement, maintenance, repair, or to read the meter;

(d) unauthorized use of the Company's service delivered on or about the affected dwelling;

(e) failure to comply with the material terms of a settlement or payment agreement;

(f) fraud or material misrepresentation of identity for the purpose of obtaining service;

(g) tampering with meters, including, but not limited to, bypassing a meter or removal of an automatic meter reading device or other equipment; and

(h) violating any tariff provision so as to endanger the safety of person or the integrity of the Company's delivery system.

(C) Indicates Change

(Continued)

RULES AND REGULATIONS

6. HOW TO OBTAIN SERVICE (Continued)

6.6 CREDIT AND DEPOSIT PROCEDURES FOR APPLICANTS AND RESIDENTIAL CUSTOMERS (C)(Continued)

(A) General (Continued)

(2) Any applicant or residential customer who is unable to establish creditworthiness to the satisfaction of the Company through the use of a generally accepted credit score methodology which employs standards for using the methodology that fall within the range of general industry practice.

(3) A residential customer who fails to comply with a material term or condition of a payment agreement.

(B) Third Party Guarantor

An applicant may furnish a written guarantee from a third party guarantor in lieu of a cash deposit. Request for a third party guarantor will not be honored until the Company has verified the legitimacy of the guarantor's authorization. The Guarantor shall be responsible for all missed payments owed to the Company by such residential customer.

(C) Payment of Deposits

The Company may deny service to an applicant that fails to pay the full amount of the cash deposit. Residential customers who are required to pay a deposit to have their service restored following termination shall have up to 90 days to pay the deposit. An applicant whose service has been terminated may elect to pay any required deposit in three installments: 50% payable upon determination that a deposit is required; 25% payable 30 days after the date of such determination; and the remaining balance payable 60 days after the date of such determination. The customer retains the option to pay the deposit in full before the due date.

(D) Deposit Holding Period, Application of Deposits and Interest

(1) The Company may hold a deposit until the residential customer establishes a timely payment history or up to a maximum of 24 months. A timely payment history is established when a residential customer has paid in full and on time all amounts due the Company for twelve consecutive months.

(2) At the end of the holding period established in (1) above, the Company shall deduct the outstanding balance from the deposit and return and or credit any positive difference to the residential customer.

(C) Indicates Change

(Continued)

RULES AND REGULATIONS

6. HOW TO OBTAIN SERVICE (Continued)

6.6 CREDIT AND DEPOSIT PROCEDURES FOR APPLICANTS AND RESIDENTIAL CUSTOMERS (C)(Continued)

(D) Deposit Holding Period, Application of Deposits and Interest (Continued)

(3) If a residential customer's service is terminated or if a residential customer's account falls into delinquent account status before the end of the holding period established in (1) above, the Company shall deduct from the deposit the amount owed to the Company and shall credit the residential customer's account any remaining balance. In the case of termination of service, any balance due the residential customer shall be returned within 60 days of the termination of service.

(4) Interest, at the Legal Rate of Interest, shall accrue and be payable on all deposits until returned to the residential customer.

(E) Adult Occupants

Prior to providing service, the Company may require the applicant to provide the names of each adult occupant residing at the location and the identity of each adult occupant.

6.7 RELOCATION OR REMOVAL OF FACILITIES

The Company shall, upon request of an applicant and after receipt of payment by the applicant as provided for below, relocate or remove its distribution facilities where possible. Applicant shall pay to the Company the total estimated cost of the relocation or removal except that the payment required of a residential property owner who is not entitled to receive condemnation damages to cover the cost of the requested relocation or removal shall be limited to the estimated Contractor Costs, Direct Labor Costs and/or Direct Material Costs less an amount equal to maintenance expenses avoided as a result of the relocation.

The following definitions shall apply only to this rule:

Contractor Costs - The amount paid by the Company to a contractor for work performed on the requested relocation or removal.

Direct Labor Costs - The pay and expenses of the Company's employees directly attributable to work performed on the requested relocation or removal but not to include construction overheads, payroll taxes, workmen's compensation expenses or similar expenses.

(C) Indicates Change

(Continued)

RULES AND REGULATIONS

6. HOW TO OBTAIN SERVICE (Continued)

6.7 RELOCATION OR REMOVAL OF FACILITIES (Continued)

Direct Material Costs - The purchase price of materials used in performing the requested relocation or removal but not to include related stores expense. In computing these costs, proper allowance shall be made for unused materials, materials recovered from temporary structures and for discounts allowed and realized in the purchase of materials.

6.8 TAXES ON CONTRIBUTIONS IN AID OF CONSTRUCTION AND CUSTOMER ADVANCES

Any contribution in aid of construction, customer advance or other like amounts received from the customer which shall constitute taxable income as defined by the Internal Revenue Service will have the income taxes segregated in a deferred account for inclusion in rate base in a future rate case proceeding. Such income taxes associated with a CIAC or customer advance will not be charged to the specific contributor of the capital.

(Continued)

RULES AND REGULATIONS

(Reserved for Future Use)

(Continued)

RULES AND REGULATIONS

(Reserved for Future Use)

(Continued)

RULES AND REGULATIONS

(Reserved for Future Use)

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(Reserved for Future Use)

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(Reserved for Future Use)

(Continued)

PIKE COUNTY LIGHT & POWER COMPANY

RULES AND REGULATIONS

(Reserved for Future Use)

RULES AND REGULATIONS

7. CHARACTERISTICS OF SERVICE

In addition to the provisions hereof, service of particular characteristics is available only when such service is specified under "Character of Service" in the Service Classification under which service is supplied, and subject to the provisions of such Service Classification.

7.1 GENERAL:

Where three phase Service is supplied the Customer shall balance the current on each of the phases in a manner satisfactory to the company.

Frequencies and voltages referred to in the Service Classifications are approximate.

The Customer or his contractor should consult the Company as to characteristics of service available before purchasing electrical equipment for any installation or for additions to or replacements of existing installations or before moving electrical equipment to a new address.

The Company reserves the right to change its system and its method of operation from time to time, pursuant to law and the provisions of its schedule as, in its judgment, is necessary or advisable for economical and proper service to the public.

7.2 SECONDARY SERVICE:

Low tension service generally will be supplied single phase at 120/240 Volts, three wire, throughout the system. In limited areas three phase, four wire service will be recommended by the Company at 120/208, 120/240 or 277/480 Volts. No single phase motor in excess of 5 HP will be served unless the Company, after inspection of the specific installation, method of operation and other relevant factors, determines that such motor may be supplied without affecting the service to the Customer and neighboring customers. The Company may require that any motor shall be of such size and have such starting characteristics or be equipped with such starting current limitors as will satisfactorily minimize or eliminate the effect of such motors' starts upon the service supplied to the Customer or neighboring customers.

(Continued)

RULES AND REGULATIONS

7. CHARACTERISTICS OF SERVICE (Continued)

7.3 PRIMARY SERVICE:

High tension service will be supplied only as warranted by the magnitude of the load, its location or other physical conditions at the voltages designated in the Service Classification.

All equipment and apparatus necessary to change the frequency and/or voltage and/or other characteristics of the electricity furnished by the Company to conform to the requirements of the Customer shall be furnished and maintained by the Customer.

RULES AND REGULATIONS

8. SERVICE CONNECTIONS

8.1 GENERAL:

The Company will construct and maintain all overhead service connections from its lines adjacent to a customer's premise to the service entrance of the building or structure where service is to be metered. The Company will furnish at its expense one span of wire and one pole, with attachments if needed for such connection and such portion of the connection shall be the Company's property. Where additional poles and wires are required, the Company, in the interest of safe and efficient service, will install such poles and wires at the customer's expense and for his account. In such case the customer shall pay to the Company, in advance, the cost of such additional poles and wires as estimated by the Company. The customer, at his expense, in advance of the construction of such connection shall provide to the Company all necessary easements and rights of way to enable the Company to construct and maintain such connection.

8.2 LOCATION OF SERVICE WIRES, METER, ETC.:

As the point of entrance on the customer's building depends on the location of the distribution line, inquiry must always be made before the customer's wiring is commenced as to the point where the meter, or meters, will be located. The Company will designate by a suitable marker the proper point of attachment and meter location for service to be furnished. Such meter location shall be maintained by the customer in such a manner as to be readily acceptable to the Company representatives and free from excessive vibration or other detrimental conditions. General specifications regarding services and meters are available at Company offices.

8.3 OUTDOOR METERING:

The Company recommends outdoor metering for residential service and may require an approved outdoor meter installation when:

(A) there is no suitable place inside to set the meter,
(B) the building is occupied or open only part of the time,
(C) free access cannot be had to the meter at all reasonable times, and
(D) a Customer owns and maintains his private pole line.

RULES AND REGULATIONS

9. WIRING AND EQUIPMENT

9.1 WIRING, APPARATUS AND INSPECTION:

All wiring and apparatus, including service switches, fuses, meter loops and a proper location and support for the Company's meter and other apparatus shall be furnished and maintained by the Customer in accordance with the requirements of the Company, and that the wiring meet the standards of the National Electric Code and inspected by any electrical inspection agency duly authorized by the State of Pennsylvania, any Pennsylvania law and municipal regulations that may be in force, and it shall be a condition precedent to the initial and continuing supply of electricity by the Company that the Company may seal such service and meter switch and adjust, set and seal such switches, and that such seals shall not be broken and that such adjustments or settings shall not be changed or in any way interfered with by the Customer.

The Company reserves the right to make an inspection of premises before connecting service wires or installing meter in order to see that its rules are complied with. Neither by inspection or non-rejection, nor in any other way, does the Company give any warranty, express or implied, as to the adequacy, safety or other characteristics of any structures, equipment, wires, pipes, appliances or devices owned, installed or maintained by the Customer or leased by the Customer from third parties.

9.2 INCREASED CAPACITY:

The Customer shall give the Company reasonable advance notice, preferably in writing, of any proposed increase in service required, stating the amount, character and expected duration of time the increased service will be required. If such increase necessitates added or enlarged facilities (other than metering equipment) for the sole use of the Customer, the Company may require the Customer to make a reasonable contribution to the cost of adding or enlarging the facilities whenever the Customer fails to give assurance, satisfactory to the Company, that the taking of the increased service shall be of sufficient duration to render the supply thereof reasonably compensatory to the Company.

(Continued)

RULES AND REGULATIONS

9. WIRING AND EQUIPMENT (Continued)

9.3 WELDERS, MOTORS AND MISCELLANEOUS APPARATUS:

Before installing welders, motors or miscellaneous apparatus, the Customer shall consult the Company regarding the characteristics of the service to be supplied and the manner in which the equipment may be connected.

It is important that the characteristics of motors, motor starting equipment and miscellaneous apparatus, such as welders and X-rays, particularly in the matter of inrush currents, shall be such as not to impair the quality of service rendered by the Company to any of its Customers.

For welders, X-rays and other inherently single phase apparatus requiring inrush current in excess of the values allowed by the Company, the Customer shall provide rotating equipment for converting from three phase to single phase, or other equipment such as capacitors, to reduce inrush current to a value acceptable to the Company.

If miscellaneous appliances, such as furnaces, heaters and ranges, having 120 Volt elements are supplied from 3 or 4 wire services, the elements shall be so connected between the line wires and neutral that the operating current unbalance will be a minimum.

9.4 COMPANY SERVICE EQUIPMENT:

Where the Company considers transformers and associated equipment reasonably necessary for the adequate supply of service to a Customer or a Customer's premise, the Customer shall provide suitable space and reasonable access thereto, without rental charge.

RULES AND REGULATIONS

10. METERING AND BILLING

10.1 ACCESS TO CUSTOMER'S PREMISE:

The Company's authorized employees or agents shall have free access, at all reasonable times, to its meters or other property, and to all the wiring and equipment owned by the Customer or anyone else, and installed on the Customer's premise, for the purpose of inspecting or testing the same or to repair, change or remove any of the Company's property.

10.2 IDENTIFICATION OF EMPLOYEES:

Company employees or agents authorized to enter upon its Customers' premises are provided with identification cards which will be shown upon request. Customer are advised not to admit to their premises anyone claiming to represent the Company unless he can produce a proper identification card.

10.3 METERS:

Electricity supplied shall be measured (except as hereinafter provide) by meters furnished, installed and maintained by the Company.

(A) Metered Service:

Service rendered through each meter installed shall be subject to a separate minimum charge and all rate provisions of the Service Classifications applicable shall be applied separately to the service supplied through each meter. The above shall not, however, apply where the Company, for purposes of testing or on account of the special character of the installation, desires to install more than one meter for measuring service supplied to a Customer under one rate classification.

(Continued)

RULES AND REGULATIONS

10. METERING AND BILLING (Continued)

10.3 METERS: (Continued)

(B) Unmetered Service

Where the customer's only utilization equipment has a total rated capacity of not more than 2 kW at any one location and is operated on a fixed schedule and has a definitely determinable demand, the Company may supply unmetered service at the applicable Service Classification rates and charges, upon the basis of the usage determined by the Company and endorsed upon the agreement for service. The customer shall give the Company advance notice in writing of any change in the utilization equipment or in use of service supplied on an unmetered basis. Unmetered service will not be supplied to any location where the customer is supplied with metered service. The Company reserves the right at any time to meter service previously supplied on an unmetered basis.

(C) Customer Request for Special Meter

If a customer wishes to replace its billing metering equipment, to the extent technically possible, the Company will offer, provide and support a selection of qualified meters and will perform installation within a reasonable amount of time and at the expense of the customer. The customer or the customer's Electric Generation Supplier must pay for any such metering equipment based on the net incremental cost of purchasing and installing the new metering equipment. The Company will own and maintain all such new metering equipment.

(D) Meter Tests

The Company, at its expense, will make periodic tests and inspections of its meters in order to maintain them at a high standard of accuracy.

(Continued)

RULES AND REGULATIONS

10. METERING AND BILLING (Continued)

10.3 METERS: (Continued)

(E) Request for Testing Meters

The Company will make additional tests or inspections of its meters at the request of a customer or an Electric Generation Supplier providing electric energy to a customer, but reserves the right to assess the charge provided for in the Electric Regulations of the Pennsylvania Public Utility Commission, under conditions therein specified.

10.4 METER READING: (C)

The Company will endeavor to read all meters at regular monthly intervals.

Where the Company is unable to gain access to a meter, a notice stating this fact, and showing the scheduled date of the next meter reading, will be left on the premises. On request, the Company will furnish meter indexing cards for residential customers to report their meter readings.

A customer or Electric Generation Supplier, with the consent of the customer, may request to have a qualified advanced meter installed and have meter reading service provided by the Company.

All readings by an automatic meter-reading device shall be deemed actual meter readings.

10.5 RENDERING OF BILLS:

Rates and Charges are stated on a monthly basis as set forth in the Service Classifications. For billing purposes a monthly period will be considered as 26 - 35 days. In determining the charges for billing periods other than a monthly period, the rates, as stated in the Service Classification, are prorated on the basis of thirtieths of a month.

(C) Indicates Change

(Continued)

RULES AND REGULATIONS

10. METERING AND BILLING (Continued)

10.5 RENDERING OF BILLS: (Continued)

Bills for service are normally rendered monthly. When the Company is unable to obtain meter readings on regular reading dates, bills are rendered (1) on readings by customers if said readings are received on or before the date shown on the meter indexing card, or (2) on estimated readings. Amounts billed on the basis of such estimates are subject to adjustment in accordance with the next meter readings obtained by the Company.

In case any meter for any reason fails to register the full usage of service by the customer for any period of time, the usage of service by the customer may be estimated by the Company on the basis of available data, and the customer billed accordingly.

10.6 LATE PAYMENT CHARGE: (C)

The Company may impose late payment charges on any bill not paid within five days of the due date at the rate of one and one-half percent (1.5%) per month on the overdue balance of the bill. The interest rate, when annualized, will not exceed 18% simple interest per annum.

10.7 CHANGE OF RATE: (C)

Service Classifications and Rules and Regulations under which customers are served are subject to such changes as may be lawfully made.

Customers taking service under a rate schedule so revised shall thereafter take and pay for service in accordance with the provisions of the revised, superseding or substituted schedule so established.

10.8 BILLING OPTIONS: (C)

The Company will bill the customer for all applicable charges unless the customer has chosen to have an Electric Generation Supplier bill the customer for the energy and capacity services provided by the Electric Generation Supplier.

(C) Indicates Change

(Continued)

RULES AND REGULATIONS

10. METERING AND BILLING (Continued)

10.9 BUDGET BILLING:
(C)

Residential customers, customers who are a condominium association or a cooperative housing corporation, master metered electrically heated multifamily dwelling units during the time that such unit is either owned by the Federal Department of Housing and Urban Development or subject to a first mortgage held or guaranteed by that agency, any customer taking service under Special Provision B of Service Classification No. 2, and any non-residential customer taking secondary service, unless otherwise prohibited, may elect to pay for service taken in accordance with the following provisions:

A. The customer will make equal monthly payments during the Budget Year based on the Company's estimate of the customer's total cost for the Budget Year; and

B. If at the end of the Budget Year, the amount paid by the customer is less than the amount due for actual service rendered:

(1) the balance due for residential customers, customers who are a condominium association, cooperative housing corporation, and master metered electrically heated multifamily dwelling units during the time that such units are either owned by the Federal Department of Housing and Urban Development or subject to a first mortgage held or guaranteed by that agency, exceeding $100 but less than $300 shall be, at the request of the customer, amortized over a six-month period. Reconciliation amounts exceeding $300 shall be amortized over at least a twelve-month period at the request of the customer. Shorter amortization periods are permissible at the request of the customer.

(2) the balance due for all other customers will be billed in the month ending the budget year and shall be payable by the customer in full at that time.

C. If at the end of the Budget Year, the amount paid by the customer is greater than the amount due for actual service rendered, the Company shall apply a credit to the customer's account equal to the amount overpaid or, at the customer's request, shall refund an amount equal to the overpayment.

The Budget Year will be the twelve-month period beginning with the billing month the customer initially enrolls in budget billing.

(C) Indicates Change

(Continued)

RULES AND REGULATIONS

10. METERING AND BILLING (Continued)

10.9 BUDGET BILLING: (Continued)
(C)

An Electric Generation Supplier's charges will be included in the customer's budget billing plan if the customer and Electric Generation Supplier so indicate.

The monthly budget payment will normally be adjusted at the end of the Budget Year to reflect any changes in the Company's charges or the customer's usage during the Budget Year. The Company may also adjust the monthly budget payment during the Budget Year should conditions warrant a change.

When a customer elects budget billing for both gas and electric service, the monthly budget payment will be based on the combined cost of providing gas and electric service.

Should a customer fail to make a monthly budget payment when due, the Company shall have the right to cancel the budget billing plan. Upon cancellation any overpayment will be credited to the customer's account and any deficiency shall be due and payable.

10.10 PAYMENT PROCESSING:
(C)

The Company must receive and process all payments for amounts reflected on the Company's bill.

If a customer remits a partial payment to the Company, that payment will be posted to the customer's account in the following order:

(C) Indicates Change

(Continued)

RULES AND REGULATIONS

10. METERING AND BILLING (Continued)

10.10 PAYMENT PROCESSING: (Continued) (C)

1. Outstanding balance before Direct Access or the installment amount for a payment agreement on this balance;

2. Balance due or the installment amount for a payment agreement for Delivery Service and Customer Charges;

3. Current Delivery Service and Customer Charges;

4. Balance due for prior charges for Default Service (if the Company is providing Default Service) or Competitive Energy Supply (if the Company is billing for Electric Generation Supplier charges);

5. Current charges for Default Service (if the Company is providing Default Service) or Competitive Energy Supply (if the Company is billing for Electric Generation Supplier charges);

6. Non-basic service charges.

(C) Indicates Change

RULES AND REGULATIONS

11. LIMITATIONS OF SERVICE CLASSIFICATIONS

11.1 RESIDENTIAL SERVICE:

Service will be supplied under the residential service classification to any single family residence or apartment occupied as the home, residence or sleeping place of one or more persons, and to any private garage, guest house or similar accessory building located on the same premises and served through the same meter as such residence. Each such single family residence or apartment shall be served under a separate service agreement through a separate meter.

If any portion of the premises, as described in Section 5.2 (19), is used for business or professional purposes, the Residential Service Classification is available for service to the entire premises.

11.2 SUBMETERING:

Electric service will not be supplied for resale, remetering (or submetering) or other disposition to others, except that a customer may furnish electric service for the use of his tenants or other occupants, provided such customer shall not resell, make a specific charge for or remeter (or submeter) or measure any of the electricity so redistributed or furnished.

11.3 AUXILIARY OR STAND-BY SERVICE:

The Company's service shall not be used as stand-by, auxiliary or supplemental to any other generating equipment, nor shall other generating equipment be operated in parallel or synchronism with the Company's service, except:

(a) as specifically authorized by the Company for the minimum time required by the customer to disconnect his auxiliary generating equipment from the regular Company supply following an interruption of the Company's service or during an equipment test; or

(b) if a customer qualifying as a "Small Power Production Facility" or as a "Cogeneration Facility" as defined in Section 292.203 (a) and (b) respectively, of Title 18 of the Code of Federal Regulations, take service under Service Classification Nos. 5 or 6; or

(c) where the customer is taking service under Rider B of this Rate Schedule.

A customer having another installed source of energy may, however, segregate any portion of his total requirements so that such portion shall be exclusively with the Company's service.

RULES AND REGULATIONS

12. LIABILITY

12.1 COMPANY LIABILITY:

(A) Continuity of Supply

The Company will endeavor at all times to provide a regular and uninterrupted supply of service, but should it interrupt the supply of service for the purpose of making repairs or improvements in any part of its system to promote the general good of the service for the safety of the public, or should the supply of service be interrupted or fail, by reason or any cause whatsoever beyond its control, the Company shall not be liable for damages, direct or consequential, resulting from such interruption or failure of Service.

(B) Customers Equipment

Neither by inspection or non-rejection, nor in any other way does the Company give any warranty, express or implied as to the adequacy, safety or other characteristics of any structures, equipment, lines, appliances or devices owned, installed or maintained by the customer, or leased by the customer from third parties.

(C) Company Equipment and Use of Service

The Company will not be liable for any injury, casualty or damage resulting in any way from the supply or use of electricity or from the presence or operation of the Company's structures, equipment, lines, appliances or devices on the customer's premises, except injuries or damages resulting from the negligence of the Company.

(D) Competitive Energy Supply

Other than its duty to deliver electric energy and capacity, the Company shall have no duty or liability to a customer receiving Competitive Energy Supply arising out of or related to a contract or other relationship between such a customer and an Electric Generation Supplier.

(Continued)

RULES AND REGULATIONS

12. LIABILITY (Continued)

12.1 COMPANY LIABILITY: (Continued)

(D) Competitive Energy Supply (Continued)

The Company shall implement customer selection of an Electric Generation Supplier consistent with applicable rules of the Commission and shall have no liability to a customer receiving Competitive Energy Supply arising out of or related to switching Electric Generation Suppliers, unless the Company is negligent in switching or failing to switch a customer.

The Company shall have no duty or liability with respect to electric energy before it is delivered by an Electric Generation Supplier to a point of delivery on the Pike delivery system. After its receipt of electric energy and capacity at the point of delivery, the Company shall have the same duty and liability for delivery service to customers receiving Competitive Energy Supply as to those receiving electric energy and capacity from the Company.

12.2 CUSTOMER OBLIGATIONS:

(A) Company Property

The customer shall exercise reasonable diligence in protecting the Company's property on his premises and may be liable to the Company in case of lose or damage caused by his negligence or that of his employees.

(B) Interference with Company Property

The customer shall not disconnect, change connections, make connections or otherwise interfere with the Company's meters or other property or permit same to be done by other than the Company's authorized employees.

RULES AND REGULATIONS

13. TERMINATION OF SERVICE

13.1 TERMINATION OF SERVICE FOR NON-RESIDENTIAL CUSTOMERS:

Customers are required to notify the Company, to prevent liability for service used by succeeding tenants, when vacating their premises. Upon receipt of such notice the Company will read the meter and further liability for service used on the part of the vacating customer will cease.

13.2 TERMINATION OF SERVICE FOR RESIDENTIAL CUSTOMERS (C)

(A) Grounds for Authorized Termination of Service

Following the notice requirements set forth in subparagraph 13.3(A), the Company's service to any dwelling may be terminated for any of the following actions of the residential customer:

(1) Nonpayment of an undisputed delinquent account.

(2) Failure to complete payment of a deposit, provide a guarantee or establish credit worthiness.

(3) Failure to permit access to meters, service connections and other property of the Company at all reasonable times, for the purpose of replacement, maintenance, repair or meter reading.

(4) Failure to comply with the material terms of a payment agreement.

(5) Tendering payment that is subsequently dishonored under 13 PA. C.S. Section 3502 or tendering payment with an access device, as defined in 18 PA. C.S. Section 4106(D), which is unauthorized, revoked, or canceled.

(B) Grounds for Immediate Termination of Service

The Company's service may be immediately terminated without notice for any of the following actions of the residential customer:

(1) Unauthorized use of the Company's service delivered on or about the affected dwelling.

(2) Fraud or material misrepresentation of identity for the purpose of obtaining Company service.

(3) Tampering with meters or other Company equipment.

(4) Violating any tariff provisions on file with the Commission, so as to endanger the safety of any person or the integrity of the Company's energy delivery system.

(C) Indicates Change

(Continued)

RULES AND REGULATIONS

13. TERMINATION OF SERVICE (Continued)

13.2 TERMINATION OF SERVICE FOR RESIDENTIAL CUSTOMERS (C)(Continued)

(C) Conditions for Not Terminating Service

(1) Evidence is present which indicates that payment has been made.

(2) A serious illness or medical condition exists at the premises.

(3) A dispute or complaint is properly pending.

(4) The employee is authorized to receive payment and payment in full is tendered in any reasonable manner.

(D) Days Termination of Service is Prohibited

The Company may terminate service from Monday thru Friday as long as the Company is able to accept payment to restore service on the day of termination and can restore service on the following day.

(E) Winter Terminations

Unless otherwise authorized by the Commission, after November 30 and before April 1 ("winter period"), the Company shall not terminate service to residential customers with household incomes at or below 250% of the Federal Poverty Level, except for termination in accordance with Section 13.2(B) above. The Company may terminate service during the winter period to residential customers with household incomes exceeding 250% of the Federal Poverty Level.

(F) Unauthorized Termination of Service

Unless expressly and specifically authorized by the Commission, service shall not be terminated nor will a termination notice be sent, for any of the following reasons:

(1) Nonpayment for concurrent service of the same class received at a separate metering point. This does not include concurrent service periods of 90 days or less accrued during the transfer of service from one location to another.

(C) Indicates Change

(Continued)

RULES AND REGULATIONS

13. TERMINATION OF SERVICE (Continued)

13.2 TERMINATION OF SERVICE FOR RESIDENTIAL CUSTOMERS (C)(Continued)

(F) Unauthorized Termination of Service (Continued)

(2) Nonpayment for a different class of service received at the same or a different location. Service may be terminated however, when, under the Company's tariff, a change in classification is necessitated upon the completion of construction work previously billed at a different rate applicable during construction.

(3) Nonpayment, in whole or in part, of non-basic charges for leased or purchased merchandise, appliances, or special services, including but not necessarily limited to merchandise and appliance installation fees, rental and repair costs; meter testing fees; special construction charges; and other non-recurring or recurring charges that are not essential to delivery or metering of service.

(4) Nonpayment of bills for delinquent accounts of the prior residential customer at the same address unless the Company has established that the applicant or customer was an adult occupant at the same address during the time period the delinquent account accrued.

(5) Nonpayment of, or failure to restore a deposit applied to, a delinquent account which is based all or in part on a "make-up" bill for previously unbilled Company service which accrued within the past four years, resulting from: Company billing error, meter failure, leakage that could not reasonably have been detected or loss of service not caused by the residential customer or occupant; or four or more consecutively estimated bills, if the "make-up" bill exceeds the otherwise normal, estimated bill for the billing period during which the "make-up" bill is issued by at least 50% or at least $50, whichever is greater. This section shall not prohibit termination where the Company reviews the bill with the residential customer and offers to enter a payment agreement which may, at the residential customer's option, extend: at least as long as the period during which the excess amount accrued; or at least as necessary so that the quantity of service billed in any one billing period will not be greater than the normal estimated quantity for such period plus 50%.

(6) Noncompliance with a payment agreement prior to the due date of the bill which forms the basis of the agreement.

(7) Nonpayment of charges for Company service for which the Company ceased billing more than four years prior to the date the bill is rendered.

(C) Indicates Change

(Continued)

RULES AND REGULATIONS

13. TERMINATION OF SERVICE (Continued)

13.2 TERMINATION OF SERVICE FOR RESIDENTIAL CUSTOMERS (C)(Continued)

(F) Unauthorized Termination of Service (Continued)

(8) Nonpayment for residential service already furnished in the name or names of persons other than the residential customer, unless a court, district justice or administrative agency has determined that the residential customer is legally obligated to pay for the service previously furnished or unless the Company has established that the applicant or customer was an occupant at the same address during the time period the delinquent amount accrued. This section shall not affect the Company's creditor rights and remedies otherwise permitted by law.

(9) Nonpayment of charges calculated on the basis of estimated billings, unless the estimated bill was required because Company personnel were unable to gain access to the affected premises to obtain an actual meter reading on two occasions and have made a reasonable effort to schedule meter reading at a time convenient to the residential customer or occupant.

(10) Nonpayment of delinquent accounts: which accrued over two billing periods or more; which remain unpaid in whole or in part for six months or less; and which amount to a total delinquency of less than $25.

(11) In accordance with the Commission’s guidelines, the Company will not terminate a residential customer for non-payment of amounts owed to an EGS or condition the restoration of service to a residential customer after termination on payment of arrearages owed by the residential customer to an EGS.

13.3 NOTICE PROCEDURES FOR TERMINATION OF RESIDENTIAL CUSTOMERS (C)

(A) Notice Requirements for Authorized Termination of Service

Prior to a termination of service under Section 13.2(A) above, the Company shall:

(1) Provide written notice of the termination to the residential customer at least 10 days prior to the date of the proposed termination. The termination notice shall remain effective for 60 days.

(C) Indicates Change

(Continued)

RULES AND REGULATIONS

13. TERMINATION OF SERVICE (Continued)

13.3 NOTICE PROCEDURES FOR TERMINATION OF RESIDENTIAL CUSTOMERS (C)(Continued)

(A) Notice Requirements for Authorized Termination of Service (Continued)

(2) Shall attempt to contact the residential customer or occupant, either in person or by telephone, to provide notice of the proposed termination at least 3 days prior to the scheduled termination. If personal contact by one method is not possible, the Company is obligated to attempt the other method. Phone contact shall be deemed complete upon attempted calls on two separate days to the residence between the hours of 8 A.M. and 9 P.M. if the calls were made at various times of the day, with the various times of day being daytime before 5 P.M. and evening after 5 P.M. and at least 2 hours apart. Calls made to contact telephone numbers provided by the customer shall be deemed to be calls to the residence. If contact is attempted by a home visit, only one attempt is required. The Company shall conspicuously post a written termination notice at the residence if unsuccessful in attempting to personally contact a responsible adult occupant during the home visit.

(3) During the months of December through March, unless personal contact has been made with the residential customer or the responsible adult by personally visiting the residential customer's residence, the Company shall, 48 hours prior to the scheduled date of termination, post a notice of the proposed termination at the service address.

(4) After complying with paragraphs (2) and (3) above, the Company shall attempt to make personal contact with the residential customer or responsible adult at the time of termination. The termination shall not be delayed for failure to make personal contact.

(B) Post-Termination Notice Requirements

Upon termination, the Company shall make a good faith attempt to provide a post-termination notice to the customer or a responsible adult person or occupant at the affected premises. If providing a post-termination notice to the customer or responsible person at the affected premises is not possible, then the Company shall conspicuously post the notice at the affected premises. In the case of a single meter, multiunit dwelling, the Company shall conspicuously post the notice at the dwelling, including in common areas when possible.

(C) Notice When Dispute Pending

The Company shall not mail or deliver a notice of termination, if a notice of dispute has been filed and is unresolved, and if the subject matter of the dispute forms the grounds for the proposed termination. Any notice mailed or delivered in contravention of this section shall be void.

RULES AND REGULATIONS

13. TERMINATION OF SERVICE (Continued)

13.3 NOTICE PROCEDURES FOR TERMINATION OF RESIDENTIAL CUSTOMERS (C)(Continued)

(D) Procedures Upon Residential Customer or Occupant Contact Prior to Termination (Continued)

(1) If at any time after the issuance of the initial termination notice and prior to the actual termination of service, a residential customer or occupant contacts the Company concerning a proposed termination, an authorized Company employee shall fully explain:

(a) The reasons for the proposed termination;

(b) All available methods for avoiding a termination, including:

(i) paying what is past-due on the most recent previous Company negotiated or Commission payment agreement; and

(ii) entering a payment agreement;

(c) The residential customer's right to file a dispute with the Company, and, thereafter, an informal complaint with the Commission;

(d) The procedures for resolving disputes and informal complaints, including the address and telephone number of the Company and the following address and telephone number of the Commission: Public Utility Commission, Box 3265, Harrisburg, PA 17120, telephone number 800-692-7380.

(e) The residential customer's duty to pay any portion of a bill which he does not honestly dispute; and

(f) The medical emergency procedures.

(2) The Company, through its employees, shall exercise good faith and fair judgment in attempting to enter a reasonable payment agreement, or ability to pay, the residential customer's payment history and the length of time over which the bill accumulated.

(C) Indicates Change

(Continued)

RULES AND REGULATIONS

13. TERMINATION OF SERVICE (Continued)

13.3 NOTICE PROCEDURES FOR TERMINATION OF RESIDENTIAL CUSTOMERS (C)(Continued)

(D) Procedures Upon Residential Customer or Occupant Contact Prior to Termination (Continued)

(2) (Continued)

The Company will negotiate payment arrangements on the portion of the past due amount attributable to its charges. The Company will not negotiate payment arrangements on behalf of an Electric Generation Supplier. The Company will include on its bills any payment arrangements made by Electric Generation Suppliers that are consistent with applicable Commission requirements.

(E) Use of Termination Notice Solely as Collection Device Prohibited

The Company shall not threaten to terminate service when it has no present intent to terminate service or when actual termination is prohibited under this section; notice of the intent to terminate shall be used only as a warning that service will in fact be terminated in accordance with the procedure set forth by this section unless the ratepayer or occupant remedies the situation which gave rise to the Company's enforcement efforts.

13.4 NOTICE PROCEDURES AFTER DISPUTE FILED FOR RESIDENTIAL CUSTOMERS

(A) Limited Notice Upon Non-Compliance With Report or Order

Upon the failure to timely appeal from, or comply with a Company report, an informal complaint report, or an order from a formal complaint, the original grounds for termination shall be revived and the Company shall not be required to give further written notice so long as:

(1) The residential customer is personally contacted as described in Section 13.3(A) of this tariff (relating to personal contact), at least three days prior to termination; and

(2) At the time of termination, the Company serves personally on the residential customer, or post conspicuously at the residential customer's residence and the affected premises, including common areas where permissible, a post-termination notice complying with the provisions of Section 13.3(B) of this tariff (relating to post-termination notice).

(C) Indicates Change

(Continued)

RULES AND REGULATIONS

13. TERMINATION OF SERVICE (Continued)

13.5 EMERGENCY PROVISIONS FOR RESIDENTIAL CUSTOMERS (C)

(A) General Provision

The Company shall not terminate, or refuse to restore, service to any premises when any occupant therein is certified by a physician or nurse practitioner to be seriously ill or afflicted with a medical condition that will be aggravated by a cessation of service or failure to restore service.

(B) Postponement of Termination Pending Receipt of Certificate

If, prior to termination of service, the Company employee is informed that an occupant is seriously ill or is affected with a medical condition which will be aggravated by a cessation of service and that a certification will be procured, termination shall not occur for at least three days. If no certification is produced within that three-day period, the Company may resume the termination process at the point where it was suspended.

(C) Medical Certifications

Certifications initially may be written or oral. The residential customer shall obtain a letter from a licensed physician and promptly forward it to the Company. All certifications, whether written or oral, must include the following:

(1) The name and address of the residential customer in whose name the account is registered;

(2) The name and address of the person with the medical condition and his or her relation to the residential customer and/or occupant;

(3) The nature and anticipated length of the affliction; and

(4) The name, office address and telephone number of the certifying physician.

(D) Length of Postponement: Renewals

Service shall not be terminated for the time period specified in the medical certification provided that maximum length of the certification shall be 60 days.

(1) Time period not specified. If no length of time is specified, or if the time period is not readily ascertainable, service shall not be terminated for at least 60 days.

(2) Renewals. Certifications may be renewed in the same manner and for the same time period as provided in Sections 13.5(B) and 13.5(C) of this Tariff (relating to postponement of termination pending receipt of certificate and medical certifications)

(C) Indicates Change

(Continued)

RULES AND REGULATIONS

13. TERMINATION OF SERVICE (Continued)

13.5 EMERGENCY PROVISIONS FOR RESIDENTIAL CUSTOMERS (C)(Continued)

(E) Restoration of Service

When service is required to be restored under Sections 13.5(A) - 13.5(C) of this tariff (relating to emergency provisions), the Company shall make a diligent effort to have service restored on the day of receipt of the medical certification. In any case, service shall be restored within 24 hours. The Company shall have employees available or on call to restore service in emergencies.

(F) Residential Customer's Duty to Pay Bills

Whenever service is restored or termination postponed pursuant to the medical emergency procedures, the residential customer shall retain a duty to make payment on all current undisputed bills or budget billing amount.

(G) Termination Upon Expiration of Medical Certification

When the initial and all renewal certifications have expired, the original ground for termination shall be revived and the Company may terminate service without additional written notice, if notice previously has been mailed or delivered pursuant to the notice requirements of this tariff.

(H) Company's Right to Petition the Commission

(1) The Company may petition the Commission for waiver from the medical certification procedures for the following purposes:

(i) Contest the validity of a certification. To request an investigation and hearing by the Commission or its designee when the Company wishes to contest the validity of the certification.

(ii) Terminate service prior to expiration of certification. To request permission to terminate service for the failure of the customer to make payments on current undisputed bills.

(2) The Company shall continue to provide service while a final Commission adjudication on the petition is pending.

(C) Indicates Change

(Continued)

RULES AND REGULATIONS

13. TERMINATION OF SERVICE (Continued)

13.6 TERMINATION AT ANY PREMISES OTHER THAN THE RESIDENTIAL CUSTOMER'S RESIDENCE(C)

(A) General Rule

Unless the affected occupants agree to a proposed termination, or the residential customer states in writing that the affected premises are unoccupied, on a form conspicuously bearing notice that information provided by the residential customer will be relied upon by the Pennsylvania Public Utility Commission in administering a system of uniform service standards for public utilities, and that any false statements made therein are criminally punishable, the Company shall not terminate service to a single meter multi-unit dwelling or any premises that is not the residential customer's residence, except in compliance with the following provisions, in addition to all other notice and procedural provisions in Section 13.3 of this tariff (relating to notice procedures prior to termination):

(1) Notice requirement. At least ten days prior to the proposed termination, the Company shall conspicuously post notice at the affected dwelling. Where permissible, notice should be posted in common areas of the dwelling.

(C) Indicates Change

(Continued)

RULES AND REGULATIONS

13. TERMINATION OF SERVICE (Continued)

13.6 TERMINATION AT ANY PREMISES OTHER THAN THE RESIDENTIAL CUSTOMER'S RESIDENCE
(C)(Continued)

(A) General Rule (Continued)

(2) Notification of health officials. Simultaneous with the posting of notice as required by paragraph (1) of this section, the Company shall mail a copy of said notice to the agencies listed below, which serve the community in which the affected premises are located;

(a) The Department of Licenses and Inspections of any city of the first class.

(b) The Department of Public Safety of any city of the second class, second class A, or third class.

(c) The city or county Public Health Department.

(d) The grantees of Emergency Energy Funds from the Community Services Agency.

(3) Notice contents. In addition to other required provisions of the Section, a notice pursuant to this section shall include a statement that the occupants are not responsible for the delinquencies of the residential customer and the date on or after which service will be terminated unless:

(a) Payment in full is received from the ratepayer or the grounds for termination are otherwise eliminated; or

(b) A settlement or payment agreement is entered into between the residential customer and the Company; or

(c) The occupants agree to subscribe for future service individually and this can be accomplished without a major revision in distribution facilities or additional right-of-way acquisitions; or

(d) Where separate service cannot be instituted without a major revision in distribution facilities or additional right-of-way acquisitions, the occupants agree to be jointly and severally responsible for the full amount of all future bills for service at the affected dwelling. The consent of these occupants must be knowing and voluntary.

(C) Indicates Change

(Continued)

RULES AND REGULATIONS

13. TERMINATION OF SERVICE (Continued)

13.6 TERMINATION AT ANY PREMISES OTHER THAN THE RESIDENTIAL CUSTOMER RESIDENCE (C)(Continued)

(A) General Rule (Continued)

(4) Where the residential customer arranges to make payment in accordance with paragraph (3)(a) or (b) of this section or where the occupants agree to subscribe for future service in accordance with paragraph (3)(c) or (d) of this section, the Company shall consider the original grounds for termination eliminated and shall be prohibited from terminating service pursuant to those grounds. This section shall not affect the creditors' rights and remedies of the Company otherwise permitted by law.

(5) Reduction of deposit. When occupants at a single meter multifamily dwelling agree to pay all future bills for service provided in paragraph (3)(d) of this section and when any responsible person in a residential unit establishes credit, the amount of any required deposit or guarantee shall be reduced pro rata based on the number of residential units contained in the dwelling.

13.7 THIRD PARTY NOTIFICATION FOR RESIDENTIAL CUSTOMERS (C)

(A) Third Party Notification

The Company shall permit its residential customer to designate a consenting individual or agency which is to be sent, by the Company, a duplicate copy of all reminder notices, past due notices, delinquent account notices, or termination notices of whatever kind issued by the Company. When contact with a third party is made, the Company shall advise the third party of the pending action and the efforts which must be taken to avoid termination. The Company shall institute and maintain a program:

(1) To allow residential customer to designate third parties to receive copies of a residential customer's or group of residential customer notices of termination of service;

(2) To advise residential customer of the availability of such a third party notification program and to encourage their use thereof; and

(3) To solicit community groups and police to accept third party notices in order to assist in preventing unnecessary terminations and protecting public health and safety.

(C) Indicates Change

(Continued)

RULES AND REGULATIONS

(Reserved for Future Use)

(Continued)

RULES AND REGULATIONS

(Reserved for Future Use)

(Continued)

RULES AND REGULATIONS

(Reserved for Future Use)

(Continued)

RULES AND REGULATIONS

(Reserved for Future Use)

(Continued)

RULES AND REGULATIONS

14. REFUSAL OR DISCONTINUANCE OF SERVICE TO NON RESIDENTIAL CUSTOMERS

The Company reserves the right to refuse or discontinue service to nonresidential customers under the following conditions:

(1) If any bills for service or for changes in extension contracts or in arrears and a five-day notice written notice has been served on the Customer either by delivering the same personally or by mailing the same in a postpaid wrapper addressed to the Customer at premises where service is rendered, or at last known address,

(2) If it shall deem such action necessary to protect itself from fraud,

(3) If the customer fails to comply with the Company's rules and regulations,

(4) If the Customer fails to comply with the ordinances or regulations of municipal or other duly constituted authorities or the National Electric Code of the National Board of Fire Underwriters pertaining to such service or to property of the Customer used in connection therewith, or fails to supply at his expense proper certificate of compliance with such ordinances or regulations at the Company's request,

(5) If prior indebtedness of a Customer for service at the same or another location is not paid in full before service is established,

(6) If a former Customer who is indebted to the Company attempts by some agency, relationship, or otherwise, to obtain service, the Company reserves the right to refuse service until payment is made of all money said Customer owes the Company,

(7) If a successor to a Customer connected to an overhead line extension constructed under the provision hereinbefore stated refuses to pay the amount allocable to him in addition to the Service Classification rates and charges,

(8) If a private line is improperly maintained or is inadequate for the purpose for which it is being used.

RULES AND REGULATIONS

15. INTERRUPTION AND DISCONTINUANCE OF SERVICE TO RESIDENTIAL CUSTOMERS (C)

15.1 INTERRUPTION OF SERVICE

The Company may temporarily interrupt service when necessary to effect repairs or maintenance, to eliminate an imminent threat to life, health, safety, or substantial property damage, or for reasons of local, State or National emergency.

(A) Interruption with Prior Notice

When the Company knows in advance of the circumstances requiring the service of interruption, prior notice of the cause and expected duration of the interruption shall be given to residential customers and occupants who may be affected.

(B) Interruption without Prior Notice

When service must be interrupted due to unforeseen circumstances notice of the cause and expected duration of the interruption shall be given as soon as possible, to residential customers and occupants who may be affected.

(C) Notification Procedures

When residential customers and occupants are to be notified pursuant to this section, the Company shall take all responsible steps, such as personal contact, phone contact, and use of the mass media, to notify affected residential customers and occupants of the cause and expected duration of the interruption.

(D) Permissible Duration

Service may be interrupted for only such periods of time as necessary to protect the health and safety of the public, to protect property, or to remedy the situation which necessitated the interruption; and service shall be resumed as soon as possible.

(C) Indicates Change

(Continued)

RULES AND REGULATIONS

15. INTERRUPTION AND DISCONTINUANCE OF SERVICE TO RESIDENTIAL CUSTOMERS
(Continued)

15.2 DISCONTINUANCE OF SERVICE
(C)

The Company may discontinue service without prior written notice under the following circumstances:

(A) Residential Customer's Residence

A residential customer shall give at least seven days notice to the Company, specifying the date on which service is to be discontinued. The Company may transfer an unpaid balance to a new residential service account of the same customer.

(B) Other Premises or Dwellings:

(1) A residential customer: at a dwelling other than his or her residence; or at a single meter multi-family residence, whether or not his or her residence but in either case, requests discontinuance with at least seven days notice, specifying the day on which it is desired that service be rendered, may do so only under the following conditions:

(a) The residential customer states in writing that the premises are unoccupied and such statement shall be on a form conspicuously bearing notice that information provided by the residential customer will be relied upon by the Pennsylvania Public Utility Commission in administering a system of uniform service standards for public utilities, and that any false statements are punishable criminally; or

(b) The occupant(s) affected by proposed cessation inform the Company orally or in writing of their consent to the discontinuation.

The Company may transfer an unpaid balance to a new residential service account of the same customer.

(2) Where the conditions set forth in subsection (1) of this paragraph have not been met, the residential customer will continue to be responsible for payment of bills until the Company terminates service in accordance with Section 13.6(A) of this tariff (relating to general rule).

(C) Indicates Change

(Continued)

RULES AND REGULATIONS

16. RESTORATION OF SERVICE (C)

16.1 General Provisions

(A) Requirements for Residential Reconnection (C)

When service to a dwelling has been terminated, the Company shall inform the applicant or residential customer where payment can be made to restore service and shall reconnect service after receiving:

(1) Full payment of any outstanding charges plus a reconnection fee of $27.00 if the residential customer or applicant has a household income exceeding 300 percent of the Federal Poverty Level or has defaulted on two or more payment agreements. If an applicant or residential customer with household income exceeding 300 percent of the Federal Poverty Level experiences a life event the residential customer or applicant shall be permitted a period of not more than three months to pay the outstanding balance required for reconnection. For purposes of this paragraph, a life event is a job loss that extended beyond nine months, a serious illness that extended beyond nine months, or death of the primary wage earner; or

(2) Full payment of a reconnection charge of $27.00 and a payment over 12 months of any outstanding charges if the residential customer or applicant has a household income exceeding 150 percent of the Federal Poverty Level but not greater than 300 percent of the Federal Poverty Level; or

(3) Full payment of a reconnection charge of $27.00 and a payment over 24 months of any outstanding charges if the residential customer or applicant has a household income not exceeding 150 percent of the Federal Poverty Level; or

(4) Payment of any outstanding balance or payment of a portion of the outstanding balance if the applicant resided at the premises for which service is being requested during the time the outstanding balance accrued and for the time the applicant resided there, not exceeding the four years from the date of the service request. The four-year limit does not apply if the balance includes amounts that the Company was not aware of because of fraud or theft on the part of the applicant. The Company may establish that the applicant resided at the premises for which service is requested through the use of mortgage, deed, or lease information or a commercially available credit reporting service or by other methods approved by the Commission.

(C) Indicates Change

(Continued)

RULES AND REGULATIONS

16. RESTORATION OF SERVICE (Continued) (C)

16.1 General Provisions (Continued)

(B) Requirements for Non-Residential Connection

When service to a non-residential building has been terminated, the Company shall inform the applicant where payment can be made to restore service and shall reconnect service after receiving full payment of any outstanding charges plus a reconnection fee of $27.00.

(C) Timing of Reconnection

The Company shall restore service, provided that the applicant has met all conditions for the restoration of service, as follows:

(1) Within 24 hours for erroneous terminations or upon receipt by the Company of a valid medical certification,

(2) Within 24 hours for termination occurring after November 30 and before April 1,

(3) Within three days for erroneous terminations requiring street or sidewalk digging,

(4) Within three days from April 1 to November 30 for proper terminations,

(5) Within seven days for proper terminations requiring street or sidewalk digging.

16.2 PERSONNEL AVAILABLE TO RESTORE SERVICE

The Company shall have adequate personnel available between 9 a.m. and 5 p.m. on each working day, or for a commensurate period of eight consecutive hours, to restore service when required under this Section.

(C) Indicates Change

RULES AND REGULATIONS

17. UNDERGROUND ELECTRIC SERVICE IN NEW RESIDENTIAL DEVELOPMENTS

(A) For the purposes of this rule only, the following terms shall have the meanings indicated for them.

(1) Applicant for Electric Service - The developer of a recorded plot plan consisting of five or more lots, or of one or more five unit apartment houses.

(2) Developer - The party responsible for constructing and providing improvements in a development, that is, streets, sidewalks, and utility-ready lots.

(3) Development - A planned project which is developed by a developer/applicant for electric service set out in a recorded plot plan of five or more adjoining unoccupied lots for the construction of single-family residences, detached or otherwise, mobile homes, or apartment houses, all of which are intended for year-around occupancy, if electric service to the lots necessitates extending the Company's existing distribution lines.

(4) Distribution Line - An electric supply line of untransformed voltage from which energy is delivered to one or more service lines.

(5) Service Line - An electric supply line of transformed voltage from which service is delivered to the residence.

(6) Subdivider - The party responsible for dividing a tract of land into building lots which are not to be sold as utility ready lots.

(7) Subdivision - A tract of land divided by a subdivider into five or more adjoining unoccupied lots for the construction of single-family residences, detached or otherwise, or apartment houses, all of which are intended for year-around occupancy, if electric service to such lots necessitates extending the Company's existing distribution lines.

(B) Distribution and service lines installed under an application for electric service within a development shall be installed underground, shall conform to the Company's construction standards, Pennsylvania Code Title 52, Chapter 57.26 (relating to construction and maintenance of facilities), the specifications set forth in the National Electric Safety Code (NESC), and

(Continued)

RULES AND REGULATIONS

17. UNDERGROUND ELECTRIC SERVICE IN NEW RESIDENTIAL DEVELOPMENTS (Continued)

shall be owned and maintained by the Company. Pad-mounted transformers may be installed as a Company construction standard. Excavating and backfilling shall be performed by the developer of the project or by another agent the developer may authorize. Installation of service-related Company facilities shall be performed by the Company or by another agent the Company may authorize. Street lighting lines installed then or thereafter within the same development shall also be installed underground, upon terms and conditions prescribed elsewhere in each Company's tariff. The Company shall not be liable for injury or damage occasioned by the willful or negligent excavation, breakage, or other interference with its underground lines occasioned by anyone other than its own employees or agents.

Nothing in this section shall prohibit a Company from performing its own excavating and backfilling for greater system design flexibility. No charges other than those specified in Section 57.83(4) (relating to applicant for electric service) shall be permitted.

The applicant for electric service to a development shall conform with the following:

(1) At its own cost, provide the Company with a copy of the recorded development plot plan identifying property boundaries, and with easements satisfactory to the Company for occupancy by distribution, service and street lighting lines and related facilities.

(2) At its own cost, clear the ground in which the lines and related facilities are to be laid of trees, stumps and other obstructions, provide the excavating and backfilling subject to the inspection and approval of the Company, and rough grade it to within 6 inches of final grade, so that the Company's part of the installation shall consist only of laying of the lines and installing other service related facilities. Excavating and backfilling performed or provided by the applicant shall follow the Company's underground construction standards and specifications set forth by the Company in written form and presented to the applicant at the time of application for service and presentation of the recorded plot plan to the Company. If the Company's specifications have not been met by the applicant's excavating and backfilling, the excavating and backfilling shall be corrected or redone by the applicant or its authorized agent. Failure

(Continued)

RULES AND REGULATIONS

17. UNDERGROUND ELECTRIC SERVICE IN NEW RESIDENTIAL DEVELOPMENTS (Continued)

to comply with the Company's construction standards and specifications permits the Company to refuse utility service until the standards and specifications are met.

(3) Request electric service at such time that the lines may be installed before curbs, pavements and sidewalks are laid; carefully coordinate scheduling of the Company's line and facility installation with the general project construction schedule, including coordination with other utilities sharing the same trench; keep the route of lines clear of machinery and other obstructions when the line installation crew is scheduled to appear; and otherwise cooperate with the utility to avoid unnecessary costs and delay.

(4) Pay to the Company necessary and additional costs incurred by the Company as a result of the following:

(a) Installation of underground facilities that deviate from the Company's underground construction standards and specifications if the deviation is requested by the applicant for electric service and is acceptable to the Company.

(b) A change in the plot plan by the applicant for electric service after the Company has completed engineering for the project or has commenced installation of its facilities.

(c) Physical characteristics, such as oversized lots or lots with extreme setback where under the Company's line extension policy contained in its tariff a charge is mandated for overhead service.

(5) No charges other than those described in paragraph (4) shall be borne by the applicant for electric service or by another utility sharing the same trench, even if the Company elects to perform its own excavating and backfilling.

(6) No charges other than those described in paragraphs (4) or (5) shall be borne by the applicant, even if the Company elects to perform its own trenching and backfilling.

RULES AND REGULATIONS

18. DEFAULT SERVICE

Applicability:

Under this provision, the Company will provide Electric Power Supply to customers that:

1. are not offered Competitive Energy Supply by an Electric Generation Supplier;

2. choose not to obtain Competitive Energy Supply from an Electric Generation Supplier;

3. return to the Company's service after having previously obtained Competitive Energy Supply; or

4. contract for Competitive Energy Supply with an Electric Generation Supplier that fails to deliver.

The Default Service Charge will vary semi-annually and shall be applied to all kWh usage to be billed during the six months in which the Default Service Charge is in effect. (C)

Determination of Default Service Charge:

The Default Service Charge shall be used to recover all costs associated with purchasing energy, capacity and ancillary services incurred by the Company in providing Electric Power Supply to Default Service customers. The Default Service Charge shall consist of two components, the Market Price of Electric Supply and the Electric Supply Adjustment Charge as described below. These components shall be separately stated on the bills of customers taking Default Service from the Company.

Market Price of Electric Supply: (C)

The Market Price of Electric Supply will be a flat rate per kWh and will vary by service classification. For each service classification, the Market Price of Electric Supply shall be developed on a semi-annual basis by multiplying a forecast of the wholesale market prices for the six-month period by a service classification-specific factor. The resulting Market Price of Electric Supply, by service classification, will be increased to permit recovery of Gross Receipts Tax.

The service classification-specific factors will be developed on an annual basis and reflect each service classification’s load characteristics (e.g., peak vs. off-peak usage), capacity obligation, forecast sales and applicable losses.

The forecast of the market price for the six months will reflect: (a) expected peak and off-peak energy prices, weighted by expected peak and off-peak purchases; (b) an estimated capacity price for the six months; and (c) an estimated ancillary services price.

(C) Indicates Change

(Continued)

RULES AND REGULATIONS

18. DEFAULT SERVICE (Continued)

Electric Supply Adjustment Charge: (C)

The Electric Supply Adjustment Charge will be calculated every June 1st and December 1st, the Electric Supply Adjustment shall be determined by comparing the Default Service Costs incurred for the month with the Default Service revenues. Default Service costs shall include: actual capacity, energy and ancillary service costs; and prior period electric supply adjustments. Default Service revenues shall include revenues billed through the Market Price of Electric Supply and the Electric Supply Adjustment Charge.

Actual Default Service costs will be divided by the total actual Default Service sales for the period being reconciled to determine the overall average rate that would have made the Company whole for the period, on an aggregate basis. The resulting average rate will then be utilized to estimate the over or under collection applicable to each service classification. The resulting monthly service classification-specific over or under collections will be added together for the six months comprising the period being reconciled and then divided by estimated service classification-specific Default Service sales for the subsequent 12-month period such that over or under-collections occurring over a six-month period would be collected over the subsequent 12-month period in which the Electric Supply Adjustment Charges will be billed. The resulting service classification-specific Electric Supply Adjustment Charges will then be increased to permit recovery of Gross Receipts Tax.

Additionally, costs associated with Company's compliance with the Alternative Energy Portfolio Standard shall be included as part of the supply costs and included, as needed, in the Electric Supply Adjustment Charge set each period.

For any given six-month period, the Electric Supply Adjustment Charges, including Gross Receipts Tax, shall not exceed a charge or a credit of 2.0 cents per kWh. In the event the 2.0 cents per kWh limit is imposed, any remaining over or under collection balance shall be included in the subsequent period's Electric Supply Adjustment Charges to the extent possible within the 2.0 cents per kWh limitation. Interest on overcollections and undercollections will be determined at the Prime Rate of Interest.

Statement of Default Service Charge:

Default Service Charges shall be determined every six months to be effective for bills to be rendered during the following billing periods. The billing periods shall be defined as the six months beginning June and December.

Not less than three business days prior to a proposed change in the Default Service Charge, a "Statement of Default Service Charge" ("Statement") showing the Default Service Charge for each applicable customer class and the effective date of such Statement, will be filed with the Commission, apart from this Tariff. Such Statement shall be available to the public at Company offices and on the Company's internet website.

(C) Indicates Change

RULES AND REGULATIONS

19. EMERGENCY LOAD CONTROL

Pursuant to order of Pennsylvania Public Utility Commission, the following provision is incorporated in this tariff:

Whenever the demands for power on all or part of the Company's system exceed or threaten to exceed the capacity then actually and lawfully available to supply such demands, or whenever system instability or cascading outages could result from actual or expected transmission overloads or other contingencies, or whenever such conditions exist in the system of another public utility or power pool with which the Company's system is interconnected and cause a reduction in the capacity available to the Company from that source or threaten the integrity of the Company's system, a load emergency situation exists. In such case, the Company shall take such reasonable steps as the time available permits to bring the demands within the then-available capacity or otherwise control load. Such steps shall include but shall not be limited to reduction or interruption of service to one or more customers, in accordance with the Company's procedures for controlling load.

The Company shall establish procedures for controlling load including schedules of load shedding priorities to be followed in compliance with the foregoing paragraph, may revise such procedures from time to time, and shall revise them if 80 required by the Pennsylvania Public Utility Commission. A copy of such procedures or of the revision thereof currently in effect shall be kept available for public inspection at each office at which the Company maintains a copy of its tariff for public inspection, and another such copy shall be kept on file with Pennsylvania Public Utility Commission.

RULES AND REGULATIONS

20. EMERGENCY ENERGY CONSERVATION

Pursuant to order of Pennsylvania Public Utility Commission, the following provision is incorporated in this tariff:

Whenever events occur which are actually resulting, or in the judgment of the Company threaten to result, in a restriction of the fuel supplies available to the Company or its energy vendors, such that the amount of electric energy which the Company is able to supply is or will be adversely affected, an emergency energy conservation situation exists.

In the event of an emergency energy conservation situation, the Company shall take such reasonable measures as it believes necessary and proper to conserve available fuel supplies. Such measures may include, but shall not be limited to reduction, interruption, or suspension of service to one or more of its customers or classes of customers in accordance with the Company's procedure for emergency energy conservation.

The Company shall establish procedures for emergency energy conservation, including, if it deems it necessary schedules of service interruption and suspension priorities to be followed as prescribed by the foregoing paragraph.

The Company may revise such procedures from time to time, and shall revise if so required by the Pennsylvania Public Utility Commission. A copy of such procedures or of the revision thereof currently in effect shall be kept available for public inspection at each office at which the Company maintains a copy of its tariff for public inspection, and another such copy shall be kept on file with the Pennsylvania Public Utility Commission.

RULES AND REGULATIONS

21. DISPUTES: TERMINATION DISPUTES: INFORMAL AND FORMAL COMPLAINTS FOR RESIDENTIAL CUSTOMERS (C)

21.1 GENERAL PROVISIONS

(A) Dispute Procedures

A notice of dispute, including termination disputes, must proceed, according to the provisions set forth in this section.

(1) Attempted resolution.

If, at any time prior to the actual termination of service, a residential customer advises the Company that he or she disputes any matter covered by this Section, including, but not limited to credit determinations, deposit requirements, the accuracy of Company metering or billing, or the proper party to be charged, the Company shall attempt to resolve the dispute in accordance with 21.2(A) of this Section (relating to general rule).

(2) Termination stayed.

Except as otherwise provided in this Section, when a termination dispute or complaint has been properly filed in accordance with the provisions of this Section (relating to disputes: termination disputes: informal and formal complaints), termination shall be prohibited until resolution of the dispute or complaint; however, the disputing party shall pay the undisputed portions of the bill.

(B) Time for Filing an Informal Complaint

To be timely filed, an informal complaint must be filed prior to actual termination of service.

(C) Effect of Failure to Timely File an Informal Complaint

Failure to timely file an informal complaint, except for good cause, shall constitute a waiver of any applicable rights to retain service without complying with the Company's termination notice or conference report.

(C) Indicates Change

(Continued)

RULES AND REGULATIONS

21. DISPUTES: TERMINATION DISPUTES: INFORMAL AND FORMAL COMPLAINTS FOR RESIDENTIAL CUSTOMERS (Continued)

21.2 COMPANY DISPUTE PROCEDURES (C)

(A) General Rule

Upon initiation of a dispute covered by this section, the Company shall:

(1) Not issue a termination notice based on the disputed subject-matter;

(2) Investigate the matter using methods reasonable under the circumstances, which may include telephone or personal conferences or both with the residential customer or occupant;

(3) Make a diligent attempt to negotiate a reasonable payment agreement if the residential customer or occupant is eligible for a payment agreement and claims a temporary inability to pay an undisputed bill. Factors which shall be considered in the negotiation of any payment agreement include, but are not limited to, the size of the unpaid balance, the residential customer's ability to pay, the residential customer's payment history and the length of time over which the bill accumulated;

(4) Provide the residential customer or occupant with the information necessary for an informed judgment, including but not limited to relevant portions of tariffs, statements of account, and results of meter tests; and

(C) Indicates Change

(Continued)

RULES AND REGULATIONS

21. DISPUTES; TERMINATION DISPUTES, INFORMAL AND FORMAL COMPLAINTS FOR RESIDENTIAL CUSTOMERS (Continued)

21.2 COMPANY DISPUTE PROCEDURES (Continued)

(A) General Rule (Continued)

(5) Within 30 days of the initiation of the dispute, issue its report to the complaining party. Such reports shall be in writing and shall be sent to the complaining party, if requested, or if the Company deems it necessary.

22. RESIDENTIAL BUILDING ENERGY CONSERVATION STANDARDS

For all applications received after March 19, 1986, prior to furnishing any electric service to or for a residential building, a compliance certification copy shall be submitted to the Company by the Applicant thereby certifying that the residential building, addition or renovation is or will be constructed in compliance with the insulation standards established under the Building Energy Conservation Act, (35 P.S. Section 7201.101 et seq.). This compliance certification copy shall be required at the time of application for service or no later than at the time of receipt of the electrical inspection agency's certificate of compliance.

If any municipality has elected to administer the provision of the Act under sections 501 and 502 of the Act (35 P.S. Sections 7201.501 and 7201.502), the Company shall not require a compliance certification copy prior to furnishing any electric service to or for a residential building, addition or renovation located within said municipality.

Upon request, the Company will provide information and the required forms for compliance with the Act.

RULES AND REGULATIONS

23. DIRECT ACCESS PROCEDURE

23.1 Initial Enrollment

The Company will provide all customers with direct access information packets 90 days prior to the effective date of retail access. The packets will contain all the information necessary to make an initial selection of an EGS.

Customers may make an initial selection of an EGS by directly contacting an EGS whom the PUC has determined to be eligible to participate in direct retail access in the State of Pennsylvania. The EGS will obtain appropriate authorization from the customer indicating the customer's choice of EGS. It is the EGS's responsibility to maintain records of the customer's authorization in the event of a dispute, in order to provide documented evidence of authorization to the Company or the PUC. The EGS will provide the Company, in an electronic format prescribed by the Company, each enrolled customer's name, the Company account number and any other information required by the Company to verify the customer's account.

If a customer appears on the enrollment or scheduling list of more than one EGS, the customer will not be assigned to any EGS. The Company will notify the EGSs involved and the customer, and request that they resolve the conflict. Once the discrepancy is resolved, the customer must advise the Company and each EGS, in writing, of the EGS selected. The Company will not complete customer enrollment in direct access until such notification is received.

23.2 Switch of Supplier

The Company will accommodate requests by customers to make a Switch of Supplier in accordance with this Rule and any applicable Commission Orders.

To switch from one EGS to another EGS, the customer or its new EGS must provide the Company with notice of the change desired.

(Continued)

RULES AND REGULATIONS

23. DIRECT ACCESS PROCEDURE (Continued)

23.2 Switch of Supplier (Continued) (C)

To enable a new EGS to complete a switch, a customer must provide to the new EGS the customer's Company account number as it appears on the customer's monthly Company bill.

A Switch of Supplier will be effective as of the 1st day of the next billing month, following receipt of notice and confirmation as required by the Commission's regulations. Upon receiving valid notice of a switch from one EGS to another EGS or a switch from an EGS to the Company's Default Service, the Company shall notify the customer's existing EGS that such a request has been made.

Upon Commission approval, and no earlier than May 1, 2000, the Company will assess a switching fee, not to exceed $12.50 per Switch of Supplier. A customer will be permitted to make one Switch of Supplier per 12 month period at no charge. The switching fee shall be waived for the first 90 days that a new customer obtains delivery service from the Company.

If and when a customer's EGS discontinues its supply in the event of bankruptcy, loss of license, or similar occurrence, or if a customer is dropped by its EGS for non-payment or other reason, then the customer may select a new EGS or return to the Company's Default Service. The switching fee will not be assessed on customers returning to the Company's Default Service under these circumstances.

If a customer's service is switched to another EGS or to the Company's Default Service in accordance with this Rule, then the Company will make the switch regardless of any claims by the previous EGS that the customer's agreement with the previous EGS precludes the switch. Nothing in this Rule, however, is intended to limit the EGS's contractual rights. The Company is not responsible for any contractual obligation between the customer and its EGS.

(C) Indicates Change

(Continued)

RULES AND REGULATIONS

23. DIRECT ACCESS PROCEDURE (Continued)

23.3 General (C)

The Company will provide to a customer or the customer's designated Electric Generation Supplier ("EGS") or authorized representative, a copy of the customer's 24 month energy usage history and/or historic hourly energy usage, for those customers who have hourly meters. This information will be provided once each twelve month period at no charge. For additional requests in a twelve month period, a $5.00 administrative fee will be assessed. For requests of energy usage history greater than 24 months old, a $15.00 administrative fee will be assessed.

23.4 Compliance with Commission Orders

These direct access procedures shall be amended as necessary to conform with any applicable Commission Orders.

(C) Indicates Change

RULES AND REGULATIONS

24. TCJA TEMPORARY SURCHARGE

The temporary surcharge implemented on October 1, 2018, to reflect the impact of the Tax Cuts and Jobs Act (TCJA) was eliminated effective June 1, 2022.

(C) Indicates Change

(Continued)

RULES AND REGULATIONS

24.1 MANUAL READING CHARGE (C)

For those customers who refuse installation of advanced metering infrastructure ("AMI"), beginning the next month after AMI is installed in the community proximate to the customer, the customer will begin paying a monthly charge of $41.98 per month for manual meter reads. For example, if Pike completes installation of AMI in a community on December 15, 2025, beginning January 2025 customers in that community who refused AMI will begin paying the monthly meter reading charge. Customers will be notified when AMI is to be installed in their community and that opting out of AMI will result in monthly meter read charges. Pursuant to Tariff Rule 6.7, upon notification of AMI installation, a customer may request a smart meter be located away from their home instead of maintaining an analog meter and paying a monthly meter reading fee. Customers will have the option to have the Nighthawk AMI smart meter installed at a location of their choosing which complies with the requirements of the Company's tariff and the requirements of Tariff Rule 6.7.

(C) Indicates Change

(Continued)

RULES AND REGULATIONS

24. RESERVED FOR FUTURE USE (Continued) (C)

(C) Indicates Change

RULES AND REGULATIONS

25. SYSTEM BENEFITS CHARGE

A. Provisions for Recovery of System Benefits Charge

Incorporated into the tariff rate schedule for electric service is the applicable non-bypassable System Benefits Charge (SBC) authorized to recover the Company's approved universal service program costs for low income assistance, energy conservation, outreach and education, and other public policy programs and applicable Pennsylvania Gross Receipts Tax (PA GRT). The SBC shall only apply to electric service provided under Service Classification No. 1.

B. Reconciliation
(C)

The Company shall file an annual reconciliation of the SBC recovery on a rate class specific basis in accordance with Section 1307(e) of the Pennsylvania Public Utility Code by January 31 of each year, with new rates to be effective on April 1 of each year, or at such other times as the Commission may prescribe.

The reconciliation will include a redetermination of the SBC rates necessary to refund or recover previous over or under recoveries based upon actual sales and SBC program costs as well as projected annual costs using forecast sales and demand billing determinants. Any undercollections that could not be recovered as a result of rate cap provisions will be deferred, with interest calculated at the Legal Rate of Interest, and will be recovered in the manner authorized by the PUC. Interest on any over or under collection will be accrued monthly at the Legal Rate of Interest from the month the over or under collection occurs to the effective month such overcollection is refunded or undercollection is recouped. Customers shall not be liable for net interest otherwise due the Company under the calculation. The SBC mechanism is subject to provisions of Sections 1307(a) and 1307(e) of the Public Utility Code and subject to annual audit review by the Commission's Bureau of Audits. The reconciliation will be subject to applicable PA GRT.

(C) Indicates Change

RULES AND REGULATIONS

26. Standards of Competitive Conduct

The following standards of competitive conduct shall govern the Company's relationship, as an Electric Distribution Company (EDC), with any affiliate EGS.

(A) General Information

(i) There are no restrictions on affiliates using the same name, trade names, trademarks, service names, service mark or a derivative of a name, of the Holding company or the EDC or in identifying itself as being affiliated with the Holding company or the EDC. The Company will not provide sales leads involving customers in its service territory to any affiliate, including the ESCO, and will refrain from giving any appearance in promotional advertising or otherwise that the Company speaks on behalf of any affiliate or that an affiliate speaks on behalf of the Company. If a customer requests information about securing any service or product offered within the service territory by an affiliate, the Company will provide a list of EGSs of which it is aware operating in the service territory who provide the service or product, which may include an affiliate, but the Company will no promote its affiliate.

(ii) The Company will not provide services to its marketing affiliates or customers of its marketing affiliates on preferential terms, nor represent that such terms are available, exclusively to customers who purchase goods or services from, or sell goods or services to, an affiliate of the Company. The Company will not purchase goods or services on preferential terms offered only to suppliers who purchase goods or services from, or sell goods or services to an affiliate of the Company. The Company will not represent to any customer, supplier, or third party that an advantage may accrue to such customer, supplier, or third party in the use of the Company's services as a result of that customer, supplier or third party dealing with any affiliate. This standard does not prohibit two or more of the unregulated affiliates from lawfully packaging their services. The Company must process all similar requests for distribution services in the same manner and within the same period of time.

(iii) All similarly situated customers, including EGSs and their customers, whether affiliated or unaffiliated, will pay the same rates for the Company's Delivery Service. The Company shall apply any tariff provision in the same manner if there is discretion in the application of the provision. The Company must strictly enforce a tariff provision for which there is no discretion in the application of the provision.

(iv) Transactions subject to FERC's jurisdiction over the provision of sales or services in interstate commerce will be governed by FERC's orders or standards as applicable.

(v) Release or proprietary customer information relating to customers within the Company's service area shall be subject to prior authorization by the customer and subject to the customer's direction regarding the person(s) to whom the information may be released.

(Continued)

RULES AND REGULATIONS

26. Standards of Competitive Conduct (Continued)

(vi) The Company will not disclose to its affiliate any customer or market information relative to its service territory, including, but not limited to utility customer lists, that it possesses or received from a marketer, customer, potential customer, or agent of such customer or potential customer other than information available from sources other than the Company, unless it discloses such information to its affiliate's competitors on an equal basis and subject to the consent of the marketer, customer, or potential customer.

(vii) The Company's complaint process is as follow. If any competitor or customer of the Company believes that the Company has violated the standards of competitive conduct established herein, such competitor or customer may file a complaint in writing with the Company. The Company will respond to the complaint in writing within 20 business days after receipt of the complaint, including a detailed factual report of the complaint and a description of any course of action proposed to be taken. After the filing of such response, the Company and the party filing the complaint will meet, if necessary, in an attempt to resolve the matter informally. If the Company and said party are not able to resolve the matter informally with in 15 business days, the matter will be referred promptly to the Commission for disposition.

(viii) The Commission may impose on the Company remedial action for violations of the standards of competitive conduct. If the Commission believes that the Company has engaged in material violations of the standards of competitive conduct, it shall provide the Company notice of, and a reasonable opportunity to remedy such conduct or explain why such conduct is not a violation. If the Company fails to remedy such conduct within a reasonable period after receiving such notice, the Commission may take remedial action with respect to the Holding company to prevent the Company from further violating the standard(s) at issue. Such remedial action may include directing the Holding company to divest the unregulated subsidiary, or some portion of the assets of the unregulated subsidiary, that is the subject of the Company's material violation(s), but exclude directing the Holding company to divest the Company or imposing a service territory restriction on the unregulated subsidiary. If the Holding company is directed to divest an unregulated subsidiary, it may not thereafter, without prior Commission approval, use a new or existing subsidiary of the Holding company to conduct, within the Company's service area, the same business activities as the divested subsidiary (e.g., energy services). The Company and the Holding company may exercise any and all legal and/or equitable relief from such remedial actions, including, but not limited to injunctive relief. Neither Orange and Rockland nor any affiliate or subsidiary will challenge the Commission's legal authority to implement the provisions of this subparagraph.

(Continued)

RULES AND REGULATIONS

26. Standards of Competitive Conduct (Continued)

(ix) The Standards of Competitive Conduct set forth herein will apply in lieu of any existing generic standards of conduct and may be proposed as substitutes for any future generic Standards of Competitive Conduct established by the Commission. Before the Commission makes any changes to these standards, it will consider the Company's specific circumstances, including its performance under the existing standards.

(B) Access to Books and Records and Reports

(i) Staff of the Commission will have access, on reasonable notice and subject to appropriate resolution of confidentiality and privileges, to the books and records of the Holding company and the Holding company majority-owned subsidiaries.

Staff of the Commission will have access, on reasonable notice and subject to the resolution of confidentiality and privileges, to the books and records of all other Holding company subsidiaries to the extent necessary to audit and monitor any transactions which have occurred between the Company and such subsidiaries, to the extent the Holding company has access to such books and records.

(ii) The Holding company will provide a list on a quarterly basis to the Commission of all filings made with the Securities and Exchange Commission by the Holding company and any subsidiary of the Holding company including the Company.

(iii) A senior officer of the Holding company and the Company will each designate a company employee, as well as an alternate to act in the absence of such designee, to act as liaison among the Holding company, the Company and Commission Staff ("Company Liaisons"). The Company Liaisons will be responsible for ensuring adherence to the established procedures and production of information for Commission Staff, and will be authorized to provide Commission Staff access to any requested information to be provided in accordance with this tariff.

(iv) Access to books and records shall be subject to claims of privilege and confidentiality.

(C) Affiliate Relations

(i) General

The Company and the Holding company's other subsidiaries will be operated as separate entities, with separate books of account and other business records, within 180 days of formation of the Holding company. Unregulated affiliates will establish and maintain separate and distinct offices and work space from the Company in a separate building or leasehold.

(Continued)

RULES AND REGULATIONS

26. Standards of Competitive Conduct (Continued)

(C) Affiliate Relations (Continued)

(i) General (Continued)

Neither the Company nor marketing affiliate personnel shall communicate with any customer, supplier or third party that any advantage may accrue to such customer supplier or third party in the use of the Company's service as a result of their dealing with the marketing affiliate.

If the Company offers its affiliate or a customer of its affiliate a discount or special arrangement for distribution service, billing, metering on any other service offered, it must contemporaneously offer the same arrangement to all similarly situated non-affiliate merchants and must file with the Commission procedures that will enable the Commission to determine how the Company is complying with those standards.

(ii) Transfer of Assets

For all assets other than generating stations, transfers of assets from the Company to an affiliate shall be at the higher of net book value or fair market value net of deferred Federal income taxes, except that the Company may, as part of its reorganization, transfer to the Holding company or affiliate, at no charge, title to office furniture, equipment and other assets having an aggregate net book value not to exceed $250,000 (on a system basis). Transfers of assets from an affiliate to the Company shall be on a basis not to exceed fair market value.

Fair market value shall be determined in accordance with the cost allocation guidelines. For example, the Company may transfer to an affiliate any computer software system that the Company is authorized to transfer, without data, at a price at which the Company would sell such software to an unaffiliated third party.

(iii) Personnel

The Company and the unregulated affiliates will have separate operating employees.

Officers of the Company may not be officers of the ESCO.

Employees may be transferred from the Company to an unregulated affiliate upon mutual agreement. Transferred employees may not be reemployed by the Company for a minimum of one year after the transfer date. Employees returning to the Company may not be transferred again to an unregulated affiliate until one year after the date of return. The Company will file annual reports to the Commission, beginning 45 days after the end of the first calendar quarter following structural separation showing transfers between the Company and unregulated affiliates by employee name, former company, former position, new company, new position, and salary or annualized base compensation.

(Continued)

RULES AND REGULATIONS

26. Standards of Competitive Conduct (Continued)

(C) Affiliate Relations (Continued)

(iii) Personnel (Continued)

For each employee transferred from the Company to an unregulated affiliate, the unregulated affiliate shall compensate the Company by paying an amount equal to 25% of the employee's prior year's salary on a one-time basis, except that there shall be no compensation (a) for employees transferred to an unregulated affiliate not later than six months from the date of structural separation or the unregulated affiliate to which the employee is transferred is formed, whichever is later; (b) for the transfer of employees covered by a collective bargaining agreement; or (c) where the employee's transfer is attributable to the transfer or reduction of a Company function or major asset.

The foregoing provisions do not restrict any affiliate from loaning employees to the Company to respond to an emergency that threatens the safety or reliability of service to consumers.

The compensation of Company employees may not be tied to the performance of any of the unregulated subsidiaries, provided, however, the stock of the Holding company may be used as an element of compensation and the compensation of common officers of the Holding company and Company may be based upon the operation of the Holding company and Company.

The employees of the Holding company, the Company and the unregulated subsidiaries may participate in common pension and benefit plans, provided that funding requirements for employees remaining with the regulated entity are readily determined. If the plans are maintained or amended in such a manner that employees of the unregulated entities are treated inconsistently with the employees of the regulated entity, then the plans of the regulated entity will be segregated and made independent.

(iv) Provision of Service and Goods

Corporate services (such as corporate governance, administrative, legal, purchasing and accounting) may be provided by the Holding company to or on behalf of the Company and unregulated affiliates at a price equal to fully-loaded cost. This guideline will not operate as a prescription of the ratemaking treatment of requested allowances for the costs of such services.

The Company may provide services to an unregulated affiliate, except that the Company may not use any of its marketing or sales employees to provide services to any affiliated ESCO relating to business within the Company's service territory. The unregulated affiliate shall compensate employee's fully-loaded cost of the price that the Company would charge a third party for such employee's services. This guideline will not operate as a limitation on the projections of revenues from such services adopted for ratemaking purposes.

(Continued)

RULES AND REGULATIONS

26. Standards of Competitive Conduct (Continued)

(C) Affiliate Relations (Continued)

(iv) Provision of Service and Goods (Continued)

Subject to the provisions of this tariff, the Company's unregulated affiliates may provide services to the Company. All goods and services will be provided to the Company at a price that shall not be greater than fair market value. This guideline will not operate as a prescription of the ratemakeing treatment of requested allowances for the costs of such services.

The Company, the Holding company, and the unregulated affiliates may be covered by common property/casualty and other business insurance policies. The costs of such policies shall be allocated among the Company, the Holding company and the unregulated affiliates in an equitable manner.

RIDER A

Applicable to Service Classification Nos. 5 and 6

PURCHASE OF ENERGY BY THE COMPANY FROM CUSTOMERS WITH QUALIFYING ON SITE GENERATION FACILITIES

The Company shall contract with any qualified customer to purchase electricity at the customer's location in accordance with the following provisions. For purposes of this Section a qualified customer shall be defined as a customer who has qualifying on-site generation facilities with 500 kW or less of generation capacity, pursuant to State Law, Public Utilities Title 52, Chapter 57. Customers with more than 500 kW of generating capacity shall apply for specific contract terms.

RATE - MONTHLY:

Option A - The Company shall pay for all energy and capacity delivered in accordance with the following schedule:

Period I	all kWh @	6.32¢ per kWh
Period II	all kWh @	3.43¢ per kWh
Period III	all kWh @	6.19¢ per kWh
Period IV	all kWh @	3.72¢ per kWh

Less: $99.00 per month for deliveries at primary voltage or
$26.00 per month for deliveries at secondary voltage.

Option B - The Company shall pay for all energy delivered in accordance with the following schedule:

All kWh . . @ 4.27¢ per kWh

Less: $95.00 per month for deliveries at primary voltage or
$22.00 per month for deliveries at secondary voltage.

PROVISION A:

Prior to construction of any facilities or the commencement of service hereunder, the Company shall require the customer to sign a contract which will include provisions which define responsibilities and liabilities of all parties, the characteristics of service to be supplied, the facilities required, term of the contract and any other information Company and customer deem necessary. The minimum term for customers selecting rate Option A shall be three years.

(Continued)

RIDER A (Continued)

Applicable to Service Classification Nos. 5 and 6 (Continued)

PROVISION B:

Rating periods for Option A rates shall be defined as follows:

Period I - all hours between 8:00 a.m. and 11:00 p.m. Monday through Friday; June 1 through September 30.

Period II - all hours between 11:00 p.m. and 8:00 a.m. Monday through Friday, all hours on Saturday and Sunday; June 1 through September 30.

Period III - all hours between 8:00 a.m. and 11:00 p.m. Monday through Friday; October 1 through May 31.

Period IV - all hours between 11:00 p.m. and 8:00 a.m. Monday through Friday, all hours on Saturday and Sunday; October 1 through May 31.

PROVISION C:

The customer shall, at customer's own expense, construct, own and maintain all facilities, except metering facilities, required to deliver the energy to a point designated by the Company. Such point shall, in most cases, be in reasonable proximity to the point at which the Company delivers energy to the customer. The Company shall determine what facilities are required for interconnection.

PROVISION D:

The customer shall reimburse the Company for any costs incurred by the Company to modify Company's distribution facilities to permit purchase of customer's energy. Customer shall also reimburse Company for the costs of engineering and feasibility studies required to assess customer's request to sell electricity to Company. The customer may elect to reimburse the Company over a period of time not to exceed five years. The interest rate for such an installment plan shall be the Company's rate of return on common equity last approved by the Commission.

PROVISION E:

The Company shall place, own and maintain all metering equipment necessary to measure the energy delivered to the Company.

(Continued)

RIDER A (Continued)

Applicable to Service Classification Nos. 5 and 6 (Continued)

PROVISION F:

The Company shall read meters in accordance with the schedule of readings for the type of service customer purchases from the Company.

PROVISION G:

The Company shall calculate the payment to the customer for energy purchased hereunder at the same time the bill for service by the Company to customer is calculated. The payment due shall be credited to customer's account and, if payment due customer is greater than amount due Company, the Company will forward balance to customer within twenty days of the meter reading.

PROVISION H:

Customers taking service hereunder who have 50 kW or less of generation capacity shall have the option to elect "net energy billing" instead of selling excess energy to the Company as provided for above. When a customer elects net energy billing, the Company will install a meter, with a detent, that will record the net energy delivered by the Company to the customer. Customer shall pay for all energy delivered in accordance with rates and charges stated in the applicable service classification.

PROVISION I:

The customer shall have the right to seek Commission mediation on any of the above provisions, should the customer and Company not be able to agree. The Commission may designate Staff to consult with the parties. Any recommendations of Staff as to solutions of disagreements are not binding upon the parties.

(Continued)

RIDER B – Net Metering

I. **Applicability**. This rule sets forth the eligibility, terms and conditions applicable to Customers with installed qualifying renewable customer-owned generation using a net metering system. (C)

(1) Customer-generators served under Service Classifications 1 and 2 who install a device or devices which are, in the Company's judgment, subject to Commission review, a bona fide technology for use in generating electricity from qualifying Tier I or Tier II alternative energy sources pursuant to Alternative Energy Portfolio Standards Act No. 2004-213 (Act 213) and the Commission regulations and which will be operated in parallel with the Company's system are eligible for net metering.

(2) This rule is available to installations where any portion of the electricity generated by the renewable energy generating system offsets part or all of the customer-generator's requirements for electricity.

(3) A renewable customer-generator, under this rule, is a non-utility owner or operator of a net metered distributed generation system with a nameplate capacity of not greater than 50 kilowatts if installed at a residential service (Service Classification 1) or not larger than 3,000 kilowatts at other customer service locations (Service Classifications 2, 3, 4, 5, and 6), except for a Customer whose system is above 3 megawatts and up to 5 megawatts who may qualify its alternative energy system for customer-generator status if, as set forth in the Commission's regulations:
(a) the Customer makes its system available to operate in parallel with the grid during grid emergencies; or (b) the Customer's system is located within a microgrid.

(4) To qualify for net metering, the customer-generator must, among other things, have electric load, independent of the alternative energy system, behind the meter and point of interconnection of the alternative energy system. To be independent of the alternative energy system, the electric load must have a purpose other than to support the operation, maintenance or administration of the alternative energy system.

(5) Qualifying renewable energy installations are limited to Tier I and Tier II alternative energy sources as defined by Act 213 and Commission Regulations. The Customer's equipment must conform to the Commission's Interconnection Standards and Regulations pursuant to Act 213. The net metering rules are not (C)

(c) Indicates Change

Rider B – Net Metering, cont.

applicable when the source of supply is service purchased from a neighboring electric utility under Borderline Service. (c)

(6) Service is available upon request to renewable customer-generators on a first come, first served basis so long as the total rated generating capacity installed by renewable customer-generator facilities does not adversely impact service to other Customers and does not compromise the protection scheme(s) employed on the Company's electric distribution system and so long as the total rated generating capacity of the applicant customer, in combination with existing net metering customers, does not exceed 110% of the Company's lowest base demand load capacity.

(7) Review and approval of all customer-generator applications and interconnections shall be in accordance with the Commission's regulations.

II. **Metering Provisions**. A Customer may select one of the following metering options in conjunction with service under applicable Service Classifications 1 and 2.

(1) A customer-generator facility used for net metering shall be equipped with a single bi-directional meter that can measure and record the flow of electricity in both directions at the same rate. If the Customer agrees, a dual meter arrangement may be substituted for a single bi-directional meter at the Company's expense.

(2) If the customer-generator's existing electric metering equipment does not meet the requirements under option (1) above, the Company shall install new metering equipment for the customer-generator at the Company's expense. Any subsequent metering equipment change necessitated by the customer-generator shall be paid for by the customer-generator. The customer-generator has the option of utilizing a qualified meter service provider to install metering equipment for the measurement of generation at the customer-generator's expense.

(3) Additional metering equipment for the purpose of qualifying alternative energy credits owned by the customer-generator shall be paid for by the customer-generator. The Company shall take title to the alternative energy credits produced by a customer-generator where the customer-generator has expressly rejected title to the credits. In the event that the Company takes title to the alternative energy credits, the Company will pay for and install the necessary metering equipment to qualify the alternative energy credits. The Company shall, prior to taking title to any alternate energy credits, fully inform the customer-generator of the potential value of those credits and options available to the customer-generator for the disposition of those credits. (c)

(c) Indicates Change

Rider B – Net Metering, cont.

(4) Virtual meter aggregation on properties owned or leased and operated by the same customer-generator shall be allowed for purposes of net metering. Virtual meter aggregation shall be limited to meters located on properties owned or leased and operated by the same customer-generator within two (2) miles of the boundaries of the customer-generator's property and within the Company's service territory. All service locations to be aggregated must be Company service location accounts held by the same individual or legal entity receiving retail electric service from the Company and have measurable load independent of any alternative energy system. Physical meter aggregation shall be at the customer-generator's expense. The Company shall provide the necessary equipment to complete physical aggregation. If the customer-generator requests virtual meter aggregation, it shall be provided by the Company at the customer-generator's expense. The customer-generator shall be responsible only for any incremental expense entailed in processing his account on a virtual meter aggregation basis. (c)

III. **Billing Provisions**. The following billing provisions apply to customer-generators in conjunction with service under applicable Service Classifications 1 and 2.

(1) The customer-generator will receive a credit for each kilowatt-hour received by the Company up to the total amount of electricity delivered to the Customer during the billing period at the full retail rate, consistent with Commission regulations. If a customer-generator supplies more electricity to the Company than the Company delivers to the customer-generator in a given billing period, the excess kilowatt hours shall be carried forward and credited against the customer-generator's kilowatt-hour usage in subsequent billing periods at the full retail rate. Any excess kilowatt hours that are not offset by electricity used by the customer-generator in subsequent billing periods shall continue to accumulate until the end of the year. At the end of each year, the Company will compensate the customer-generator for any remaining excess kilowatt-hours generated by the customer-generator that were not previously credited against the customer-generator's usage in prior billing periods at the Company's Price to Compare rate. The customer-generator is responsible for the customer charge, demand charge and other applicable charges under the applicable Rate Schedule.

(2) If the Company supplies more kilowatt-hours of electricity than the customer-generator facility provides to the Company's system during the billing period, all (c)

(c) Indicates Change

(2) Rider B – Net Metering, cont.

(c)

(3) charges of the appropriate rate schedule shall be applied to the net kilowatt-hours of electricity that the Company supplied. The customer-generator is responsible for the customer charge, demand charge and other applicable charges under the applicable Rate Schedule.

(4) The credit or compensation terms for excess electricity produced by customer-generators who are customers of EGSs must be stated in the service agreement between the customer-generator and the EGS. The Company shall credit customer-generators who are EGS customers for each kilowatt-hour of electricity produced at the Company's unbundled distribution kilowatt-hour rate. The distribution kilowatt-hour rate credit shall be applied monthly against kilowatt-hour distribution usage. If the customer-generator supplies more electricity to the electric distribution system than the Company delivers to the customer-generator in any billing period, the excess kilowatt hours shall be carried forward and credited against the customer-generator's unbundled kilowatt-hour distribution usage in subsequent billing periods until the end of the year when all remaining unused kilowatt-hour distribution credits shall be zeroed-out. Distribution credits are not carried forward into the next year.

(5) For customer-generators involved in virtual meter aggregation programs, a credit shall be applied first to the meter through which the generating facility supplies electricity to the distribution system, then through the remaining meters for the customer-generator's account equally at each meter's designated rate. Virtual meter aggregation is the combination of readings and billing for all meters regardless of rate class on properties owned or leased and operated by the same customer-generator by means of the Company's billing process, rather than through physical rewiring of the customer-generator's property for a physical, single point of contact.

The customer-generators are responsible for the customer charge, demand charge and other applicable charges under the applicable Rate Schedule.

IV. **Application**. Customer-generators seeking to receive service under the provisions of this rule (Applicant) must submit a written application to the Company demonstrating compliance with the Net Metering provisions and quantifying the total rated generating capacity of the customer-generator facility.

(1) Minimum Charge. The Minimum Charges under Rate Classifications 1 and 2 apply for installations under the net metering rules. (c)

(c) Indicates Change

Rider B – Net Metering, cont.

(2) Applicable Charges and Fees. Bills rendered by the Company under this rule shall be subject to charges and fees applicable to Rate Classifications 1 and 2. (c)

V. Additional Provisions

(1) Construction, Upgrade, and/or Alternation of Company Facilities. For Level 1 and Level 2 Applications, the Company shall not be required to construct, alter, or upgrade facilities on its system to accommodate a customer generator. For Level 3 and Level 4 Applications, the customer shall pay for any interconnection facilities and distribution upgrades identified in the interconnection facilities study.

(2) Studies. The Applicant is responsible for costs of any required or requested studies associated with application or interconnection. (c)

(c) Indicates Change

STATE TAX ADJUSTMENT SURCHARGE

In addition to the charges provided in this tariff, except for charges or credits applied under the Income Tax Adjustment, a two part surcharge will be assessed for all service rendered on and after the effective date of this leaf.

Part 1 will include Capital Stock Tax, Corporate Income Tax, Public Utility Realty Tax, Gross Receipts Tax and the STAS Reconciliation, which will be applied to all charges except Default Service Charges. Part 1 is a credit of 0.04%. Part 2 will include Gross Receipts Tax, which will be applied to Default Service Charges. Part 2 is a credit of 0.04%. (D)

Each part of the State Tax Adjustment Surcharge will be recomputed using the elements prescribed by the Commission whenever the Company experiences a material change in any of the taxes used in calculation of the surcharge. Such recalculation will be submitted to the Commission within 10 days after the occurrence of the event which occasions such recomputation. If the recomputed surcharge is less than the one in effect the utility will, or if the recomputed surcharge is more than the one in effect the utility may, submit with such recomputation a tariff or supplement to reflect such recomputed surcharge. The effective date of such tariff or supplement shall be ten days after filing. Any charges or credits in the surcharge shall be rolled into base rates in the Company's next base rate proceeding.

TAX INDEMNIFICATION

If the Company becomes liable under Section 2806(g) or 2809(c) of the Public Utility Code, 66 Pa. C.S. Section 2806(g) or 2809(f), for Pennsylvania state taxes not paid by an Electric Generation Supplier (EGS), the non-compliant EGS shall indemnify the Company for the amount of additional state tax liability imposed upon the Company by the Pennsylvania Department of Revenue due to the failure of the EGS to pay or remit to the Commonwealth the tax imposed on its gross receipts under Section 1101 of the Tax Report Code of 1971 or Chapter 28 of Title 66.

(D) Indicates Decrease

PIKE COUNTY LIGHT & POWER COMPANY

DISTRIBUTION SYSTEM IMPROVEMENT CHARGE (DSIC)

In addition to the net charges provided for in this Tariff, a charge of 0.90% will apply consistent with the Commission Order dated December 8, 2022 at Docket No. P-2020-3022285, approving the DSIC. (I)

1. General Description

A. Purpose: To recover the reasonable and prudent costs incurred to repair, improve, or replace eligible property which is completed and placed in service and recorded in the individual accounts, as noted below, between base rate cases and to provide the Utility with the resources to accelerate the replacement of aging infrastructure, to comply with evolving regulatory requirements and to develop and implement solutions to regional supply problems. (C)

The costs of extending facilities to serve new customers are not recoverable through the DSIC.

B. Eligible Property: The DSIC-eligible property will consist of the following:
- Poles and towers (account 364);
- Overhead conductors (account 365) and underground conduit and conductors (accounts 366 and 367);
- Line transformers (account 368) and substation equipment (account 362);
- Any fixture or device related to eligible property listed above including insulators, circuit breakers, fuses, reclosers, grounding wires, crossarms and brackets, relays, capacitors, converters and condensers;
- Unreimbursed costs related to highway relocation projects where an electric distribution company must relocate its facilities; and
- Other related capitalized costs..

C. Effective Date: The DSIC will become effective January 1, 2023.

2. Computation of the DSIC

A. Calculation: The initial DSIC, effective January 1, 2023, shall be calculated to recover the fixed costs of eligible plant additions that have not previously been reflected in the Utility's rates or rate base and will have been placed in service between September 1, 2022 and November 30, 2022. Thereafter, the DSIC will be updated on a quarterly basis to reflect eligible plant additions placed in service during the three-month periods ending one month prior to the effective date of each DSIC update. Thus, changes in the DSIC rate will occur as follows:

Effective Date of Change	Date to which DSIC-Eligible Plant Additions Reflected
January 1	September 1 through November 30
April 1	December 1 through February 28
July 1	March 1 through May 31
October 1	June 1 through August 31

(C)

(C) Indicates Change

(Continued)

B. Determination of Fixed Costs: The fixed costs of eligible distribution system improvements projects will consist of depreciation and pre-tax return, calculated as follows: (C)

1. Depreciation: The depreciation expense shall be calculated by applying the annual accrual rates employed in the Utility's most recent base rate case for the plant accounts in which each retirement unit of DSIC-eligible property is recorded to the original cost of DSIC- eligible property.

2. Pre-tax return: The pre-tax return shall be calculated using the statutory state and federal income tax rates, the Utility's actual capital structure and actual cost rates for long- term debt and preferred stock as of the last day for the three-month period ending one month prior to the effective date of the DSIC and subsequent updates. The cost of equity will be the equity return rate approved in the Utility's last fully litigated base rate proceeding for which a final order was entered not more than two years prior to the effective date of the DSIC. If more than two years shall have elapsed between the entry of such a final order and the effective date of the DSIC, then the equity return rate used in the calculation will be the equity return rate calculated by the Commission in the most recent Quarterly Report on the Earnings of Jurisdictional Utilities released by the Commission.

C. Application of DSIC: The DSIC will be expressed as a percentage carried to two decimal places and will be applied to the total amount billed to each customer for distribution service under the Utility's otherwise applicable rates and charges, excluding amounts billed for the State Tax Adjustment Surcharge (STAS). To calculate the DSIC, one-fourth of the annual fixed costs associated with all property eligible for cost recovery under the DSIC will be divided by the Utility's projected revenue for distribution service (including all applicable clauses and riders) for the quarterly period during which the charge will be collected, exclusive of the STAS.

D. Formula: The formula for calculation of the DSIC is as follows:

$$DSIC = \frac{(DSI * PTRR + STFT + Dep + e) \times \frac{1/(1-T)}{PQR}}$$

Where:

DSI = Original cost of eligible distribution system improvement projects net of accrued depreciation and associated accumulated deferred income taxes

PTRR = pertaining to property-related book/tax depreciation timing differences resulting from the use of accelerated depreciation per Internal Revenue Code, 26 U.S. Code § 168. (C)

Pre-tax return rate applicable to DSIC-eligible property.

(C) Indicates Change (Continued)

STFT	=	(State Tax Flow Through) Pre-tax flow through calculated on book-tax timing differences between accelerated tax depreciation and book depreciation net of federal tax.	(C)
Dep	=	Depreciation expense related to DSIC-eligible property.	
e	=	Amount calculated (+/-) under the annual reconciliation feature or Commission audit, as described below.	
T	=	If applicable, Pennsylvania Gross Receipts Tax rate in effect during the billing month, expressed in decimal form.	
PQR	=	Projected quarterly revenues for distribution service (including all applicable clauses and riders) from existing customers plus netted revenue from any customers, which will be gained or lost by the beginning of the applicable service period. Revenues will be determined as one-fourth (1/4) of projected annual revenues as determined in accordance with 13.D.8.5	

3. Quarterly Updates: Supporting data for each quarterly update will be filed with the Commission and served upon the Commission's Bureau of Investigation and Enforcement, the Office of Consumer Advocate, and the Office of Small Business Advocate at least ten (10) days prior to the effective date of the update.

4. Customer Safeguards:

A. Cap: The DSIC is capped at 5.0% of the amount billed to customers for distribution service (including all applicable clauses and riders) as determined on an annualized basis.

B. Audit/Reconciliation: The DSIC is subject to audit at intervals determined by the Commission. Any cost determined by the Commission not to comply with any provision of 66 Pa C.S. §§ 1350, *et seq.*, shall be credited to customer accounts. The DSIC is subject to annual reconciliation based on a reconciliation period consisting of the twelve months ending December 31 of each year or the utility may elect to subject the DSIC to quarterly reconciliation but only upon request and approval by the Commission. The revenue received under the DSIC for the reconciliation period will be compared to the Company's eligible costs for that period. (C)

(C) Indicates Change

(Continued)

The difference between revenue and costs will be recouped or refunded, as appropriate, in accordance with Section 1307(e), over a one-year period commencing on April 1 of each year, or in the next quarter if permitted by the Commission. If DSIC revenues exceed DSIC-eligible costs, such over-collections will be refunded with interest. Interest on over-collections and credits will be calculated at the residential mortgage lending specified by the Secretary of Banking in accordance with the Loan Interest and Protection Law (41 P.S. §§ 101, *et seq*.) and will be refunded in the same manner as an over-collection. The utility is not permitted to accrue interest on under collections. (C)

C. New Base Rates: The DSIC will be reset at zero upon application of new base rates to customer billings that provide for prospective recovery of the annual costs that had previously been recovered under the DSIC. Thereafter, only the fixed costs of new eligible plant additions that have not previously been r flected in the Utility's rates or rate base will be reflected in the quarterly updates of the DSIC.

D. Customer Notice: Customers shall be notified of changes in the DSIC by including appropriate information on the first bill they receive following any change. An explanatory bill insert shall also be included with the first billing.

E. All customer classes: The DSIC shall be applied equally to all customer classes.

F. Earning Reports: The DSIC will also be reset at zero if, in any quarter, data filed with the Commission in the Utility's then most recent Annual or Quarterly Earnings reports show that the Utility would earn a rate of return that would exceed the allowable rate of return used to calculate its fixed costs under the DSIC as described in the pre-tax return section. The utility shall file a tariff supplement implementing the reset to zero due to overearning on one- days' notice and such supplement shall be filed simultaneously with the filing of the most recent Annual or Quarterly Earnings reports indicating that the Utility has earned a rate of return that would exceed the allowable rate of return used to calculate its fixed costs.

G. Residual E-Factor Recovery Upon Reset to Zero: The utility shall file with the Commission interim rate revisions to resolve the residual over/under collection or E-factor amount after the DSIC rate has been reset to zero. The utility can collect or credit the residual over/under collection balance when the DSIC rate is reset to zero. The utility shall refund any overcollection to customers and is entitled to recover any under collections as set forth in Section 4.B. Once the utility determines the specific amount of the residual over or under collection amount after the DSIC rate is reset to zero, the utility shall file a tariff supplement with supporting data to address that residual amount. The tariff supplement shall be served upon the Commission's Bureau of Investigation and Enforcement, the Bureau of Audits, the Office of Consumer Advocate, and the Office of Small Business Advocate at least ten (10) days prior to the effective date of the supplement. (C)

SERVICE CLASSIFICATION NO. 1

APPLICABLE TO USE OF SERVICE FOR:

Residential service, including Space Heating.

CHARACTER OF SERVICE:

Continuous, 60 cycles, A.C., from any one of the following systems as designated by the Company:

(a) Single phase approximately 120, 120/208 or 120/240 Volts,
(b) Three phase four wire at approximately 208 Volts in limited areas.

RATE - FOUR PART - MONTHLY:

(1) Customer Charge $9.55 per month

(2) Energy Charge (¢ per kWh)

	Delivery Charge	System Benefits Charge
All kWh	10.9374	.0266 (D)

(3) Default Service Charge

A Default Service Charge, determined in accordance with Section No. 18 of the Rules and Regulations, shall apply to customers taking Default Service from the Company. This charge is not applicable to customers obtaining Competitive Energy Supply.

(4) State Tax Adjustment Surcharge
The State Tax Adjustment Surcharge included in this Tariff is applied to all charges under this Service Classification. Part 1 of The State Tax Adjustment Surcharge applies to all charges except Default Service Charges. Part 2 of the State Tax Adjustment Surcharge applies to Default Service Charges

(D) Indicates Decrease

(Continued)

SERVICE CLASSIFICATION NO. 1 (Continued)

MINIMUM CHARGE EACH CONTRACT EACH LOCATION:

$8.50 monthly, not less than $51.00 per contract. (I)

TERMS OF PAYMENT:

Bills are due and payable on or before twenty days from date bill is mailed to customer. If bill is not paid within twenty days, service may be discontinued after suitable written notice as outlined in the Rules and Regulations.

TERM:

Terminable at any time unless a specified period is required under a line extension agreement.

EXTENSION OF FACILITIES:

Where service is supplied from an extension the minimum monthly charges thereon shall be determined as provided in the Rules and Regulations.

(I) Indicates Increase

(Continued)

SERVICE CLASSIFICATION NO. 1 (Continued)

SPECIAL PROVISIONS:

A. SHORT TERM SERVICE:
(C)

Customers desiring service under this Schedule on a short term basis, where service is already installed, shall pay in advance the contract minimum as specified under "Minimum Charge Each Contract Each Location" or under an applicable line extension agreement, or, if the estimated bill for two months or such shorter period as service may be desired exceeds the contract minimum, the Company reserves the right to request a deposit equal to this estimated bill. A part of a month shall be considered a full month for computing all charges hereunder.

B. BUDGET BILLING (OPTIONAL):
(C)

Any customer taking service hereunder may, upon request, be billed monthly in accordance with the budget billing plan provided for in Section 10.9 of the Rules and Regulations.

(C) Indicates Change

SERVICE CLASSIFICATION NO. 2

APPLICABLE TO USE OF SERVICE FOR:

General Service, secondary or primary. All service at each location shall be taken through one meter.

CHARACTER OF SERVICE:

Continuous, 60 cycles, A.C., single or three phase secondary at approximately 120/208, 120/240 Volts, and 277/480 Volts where available; or single or three phase primary at approximately 2400 Volts Delta where available.

RATE - FIVE PART - MONTHLY:

(1)	Customer Charge ($/month)		
	(a) Non-Demand Billed Customers		
	Unmetered Service	21.50	(I)
	Metered Service	21.50	(I)
	(b) Secondary Service (Demand Billed)	21.50	(I)
	(c) Primary Service	175.00	(I)
(2)	Demand Charge ($/kW)		
	(a) Secondary Service (Demand Metered)		
	First 5 kW	1.47	(I)
	Over 5 kW	5.71	(I)
	(b) Primary Service		
	All kW	13.00	(I)
(3)	Energy Charge (¢ per kWh)		
	(a) Non-Demand Billed Customers (Includes Unmetered)		
	All kWh	10.9794	(I)

(I) Indicates Increase

(Continued)

SERVICE CLASSIFICATION NO. 2 (Continued)

RATE - FIVE PART - MONTHLY: (Continued)

(3) Energy Charge (¢ per kWh) (Continued)

(b) Secondary Demand Billed Service

First 100 Hours Use of Billing Demand	9.1665	(I)
Next 100 Hours Use of Billing Demand	7.5904	(I)
Over 200 Hours Use of Billing Demand	7.4484	(I)

(c) Primary Service

All kWh	1.6514	(I)

(4) Default Service Charge

A Default Service Charge, determined in accordance with Section No. 18 of the Rules and Regulations, shall apply to customers taking Default Service from the Company. This charge is not applicable to customers obtaining Competitive Energy Supply.

(5) State Tax Adjustment Surcharge

The State Tax Adjustment Surcharge included in this Tariff is applied to all charges under this Service Classification. Part 1 of the State Tax Adjustment Surcharge applies to all charges except Default Service Charges. Part 2 of the State Tax Adjustment Surcharge applies to the Default Service Charges.

(6) Distribution System Improvement Charge (DSIC)

The Distribution System Improvement Charge included in this Tariff is applied to charges under this rate excluding amounts billed for the State Adjustment Surcharge (STAS).

(I) Indicates Increase

(Continued)

SERVICE CLASSIFICATION NO. 2 (Continued)

DETERMINATION OF DEMAND:

Secondary Service:

The monthly billing demand kW shall be either the greatest connected load or the greatest 15-minute integrated demand, determined as follows:

(a) Billing demand may be on a connected load basis when:

(1) a demand meter would not reduce the billing demand, or
(2) the installation is temporary, or
(3) the device has a large instantaneous or highly fluctuating demand.

(b) Billing shall be on a demand meter basis in all other cases and shall be billed at not less than 90% of the kVA demand, nor less than 50% of the highest demand in any of the preceding eleven months.

Primary Service:

The demand for each month shall be the highest 15-minute integrated kW demand determined during the month by the use of a suitable demand indicator, but not less than 90% of the kVA demand. The monthly demand charge shall be based upon this figure except that it shall never be based upon a figure less than 50% of the highest demand in any of the preceding eleven months, or the contract minimum, or 200 kW whichever is the greatest.

General:

Where the customer's load is highly fluctuating and instantaneous, requiring additional transformer capacity, the billing demand shall be equal to the rated transformer capacity required to supply the load.

TERMS OF PAYMENT:

Bills are due and payable on or before fifteen days from date bill is mailed to customer. If bill is not paid within fifteen days service may be discontinued after suitable written notice.

(Continued)

SERVICE CLASSIFICATION NO. 2 (Continued)

TERM:

Secondary service is terminable at any time after six months unless a longer period is required under a line extension agreement.

Primary service is terminable at any time after one year upon ninety days written notice. The Company reserves the right to require a longer initial term where special construction is required to furnish the service.

SPECIAL PROVISIONS:

A. SHORT TERM SECONDARY SERVICE:

When short term service is requested, the Company reserves the right to require a deposit of the estimated bill for the period service is desired. The minimum charge for such short term service shall be an amount equal to six times the minimum monthly charge, payable in advance. When construction is necessary, the cost of installation and removal of all equipment, less salvage value, shall be borne by the customer, and a sufficient amount to cover these charges shall be paid in advance. A part of a month shall be considered a full month for computing all charges hereunder.

B. SPACE HEATING:

Customers who take service under this Service Classification for 10 kW or more of permanently installed space heating equipment may elect to have the electricity for this service billed separately. All monthly use will be billed at the following rates:

Delivery Charge	7.7353¢ per kWh	(I)

When this option is requested, it shall apply for at least 12 months and shall be subject to a minimum charge of $60.00 per year per kW of space heating capacity. This rule applies for both heating and cooling where the two services are combined by the manufacturer in a single self-contained unit.

All usage under this Special Provision shall also be subject to Parts (4) and (5) of RATE – FIVE PART – MONTHLY.

(I) Indicates Increase

(Continued)

SERVICE CLASSIFICATION NO. 2 (Continued)

SPECIAL PROVISIONS: (Continued)

C. BUDGET BILLING (OPTIONAL)

Any HUD financed housing project, condominium association or cooperative housing corporation who takes service hereunder and any customer who takes service under Special Provision B of this Service Classification may, upon request, be billed monthly in accordance with the budget billing plan provided for in Section 10.9 of the Rules and Regulations.
(C)

D. OPTIONAL RATE FOR VOLUNTEER FIRE COMPANIES AND NON-PROFIT SENIOR CITIZEN CENTERS

Pursuant to Act 103 of 1985 and Act 203 of 2002, Volunteer Fire Companies and Non-Profit Senior Citizen Centers, and Non-Profit Ambulance Services and Non-Profit Rescue Squads, respectively, may elect to have electric service rendered at the rates and charges included in Service Classification No. 1 of this Tariff under the title "RATE - FOUR - PART MONTHLY". This provision is available upon application and execution of a contract by the Customer for a minimum term of one year.

(C) Indicates Change

SERVICE CLASSIFICATION NO. 3

APPLICABLE TO USE OF SERVICE FOR:

Municipal Street Lighting, where the Company furnishes all equipment, except as provided for below, and maintains and operates the system.

CHARACTER OF SERVICE - MULTIPLE:

Continuous, alternating current, 60 cycles, 120 Volts, single phase. Units will be photoelectrically controlled and operate approximately 4100 hours per year, and mounted on wood poles for Overhead Services.

RATE - THREE PART - MONTHLY:

(1) Luminaire Charge ($/month)

Nominal Lumens	Luminaire Type	Nominal Wattage	Total Wattage	Delivery Charge (I)
Street Lighting Luminaries				
5,800	Sodium Vapor	70	108	$ 32.65
9,500	Sodium Vapor	100	142	35.77
16,000	Sodium Vapor	150	199	40.61
27,500	Sodium Vapor	250	311	52.14
46,000	Sodium Vapor	400	488	68.59
3,900	LED	28	28	37.83
5,000	LED	36	36	37.95
6,500	LED	50	50	38.50
12,000	LED	102	102	47.26
16,000	LED	140	140	40.30
22,000	LED	177	177	41.08
Flood Lighting Luminaires				
14,500	LED	96	96	38.17
20,000	LED	140	140	39.61
28,700	LED	218	218	41.41

The following luminaires will no longer be installed. Charges are for existing installations only:

46,000*	Sodium Vapor	400	488	57.57
27,500*	Sodium Vapor	250	311	52.10
4,000*	Mercury Vapor	100	127	23.16
7,900*	Mercury Vapor	175	211	28.06
12,000*	Mercury Vapor	250	296	36.55

* Indicates those luminaires that no longer will be repaired.
See Special Provision B.

(I) Indicates Increase

(Continued)

SERVICE CLASSIFICATION NO. 3

RATE - THREE PART - MONTHLY: (Continued)

(1) Luminaire Charge ($/month) (Continued)

Types of Service and Additional Charges:

1. Overhead Service - Pole Mounted, 8' Upsweep 1-1/4" and 2" Aluminum Brackets for side mounted Units. For 15' Upsweep Brackets add $9.48 per year. (I)

2. Underground Service - Aluminum Standards, where the Company owns and maintains the underground duct system, with a 120' maximum distance between light centers installed on one side of street, the above prices are increased by $362.68 per year. Where a customer owns and maintains an underground duct system, including the cable, which is adequate in the opinion of the Company's engineers, the above prices are increased by $87.78 per year.

(2) Default Service Charge

A Default Service Charge, determined in accordance with Section No. 18 of the Rules and Regulations, shall apply to customers taking Default Service from the Company. This charge is not applicable to customers obtaining Competitive Energy Supply.

The Default Service Charge shall apply to the kWh estimated in the following manner:

kWh = (Total Wattage ÷ 1,000) Times Monthly Burn Hours*

* See Monthly Burn Hours Table.

(I) Indicates Increase

(Continued)

SERVICE CLASSIFICATION NO. 3 (Continued)

RATE – FOUR PART - MONTHLY: (Continued) **(C)**

(3) State Tax Adjustment Surcharge

The State Tax Adjustment Surcharge included in this Tariff is applied to all charges under this Service Classification. Part 1 of The State Tax Adjustment surcharge applies to all charges except Default Service Charges. Part 2 of the State Tax Adjustment Surcharge applies to Default Service Charges.

(4) Distribution System Improvement Charge (DSIC) **(C)**

The Distribution System Improvement Charge included in this Tariff **(C)**
is applied to charges under this rate excluding amounts billed for **(C)**
the State Adjustment Surcharge (STAS). **(C)**

MINIMUM CHARGE PER INSTALLATION:

The minimum charge per installation shall be the monthly charge as specified in RATE – FOUR PART **(C)** - MONTHLY, Part (1) times sixty months (five years). Should the monthly change during the initial term, the minimum charge per installation shall be prorated accordingly.

MOTHLY BR HOURS TABLE:

January	430		July	267
February	361	(A)	August	298
March	358		September	328
April	302		October	383
May	277		November	407
June	249		December	440

(A) 373 Burning Hours for Leap Year.

(C) Indicates Change (Continued)

ISSUED: December 16, 2022 EFFECTIVE: January 1, 2023

ISSUED BY: Michael German
President and CEO
Corning, New York

SERVICE CLASSIFICATION NO. 3 (Continued)

TERMS OF PAYMENT:

Bills are due and payable on or before fifteen days from date bill is mailed to customer. If bill is not paid within fifteen days, service may be discontinued after suitable written notice.

TERM:

The Initial Term of service shall be five years. Service shall continue in effect thereafter until canceled by either party upon ninety days written notice. The Company shall require an Initial Term of five years for each additional installation.

SPECIAL PROVISIONS:

A. The Company shall not be required to replace more than two percent of the luminaires for any customer in any calendar year except that the Company will replace up to ten percent of the luminaires for any customer in a calendar year without charge provided that all luminaires in excess of two percent of customer's total are incandescent luminaires.

   The Company may, at its sole discretion, replace more than the above limits provided that the customer pays a replacement charge to the Company in advance of such replacement. The replacement charge shall be the original cost of the facility to be replaced minus the accrued book depreciation on the facility at the time of replacement.

   For purposes of this provision, replacement shall be defined as renewed service at the same location within one year of termination of the previous service.

B. The Company shall not be obligated to repair or replace in kind any obsolete luminaire identified by an asterisk under Rate - Three Part Monthly for which it cannot reasonably obtain the necessary parts. The Company will, remove the obsolete luminaire or, at the customer's request, replace it with any luminaire offered for service at that time for which the customer will be charged the appropriate rates.

(Continued)

SERVICE CLASSIFICATION NO. 3 (Continued)

SPECIAL PROVISIONS: (Continued)

C. The customer shall reimburse the company for the total direct cost of any extensions to its existing distribution facilities required for service hereunder in excess of four times the annual charges of the facility or facilities requiring the extension exclusive of the total cost of fuel recovery included in the annual charges

D. Upon not less than 30 days prior written notice to the Company, the Customer may require that the lighting of any luminaire or luminaires be discontinued. The Company shall have the right to remove all facilities serving such luminaires. For each luminaire removed prior to five years of service the customer shall pay the difference between the Minimum Charge Per Luminaire and the amount actually paid pursuant to the applicable monthly charge specified in RATE - THREE PART - MONTHLY, part (1).

E. The Company shall have the right to remove any Company owned equipment, or to discontinue service to customer owned equipment, which in the opinion of the Company shall have become unsatisfactory for further service by reason of deterioration, civil commotion, state of war, explosion, fire, storm, flood, lightning, or any other cause reasonably beyond the Company's control. Replacement shall be limited to equipment considered appropriate by the Company at the date of re-installation.

F. Upon termination of service hereunder the Company shall have the right within a reasonable time thereafter to remove all facilities placed, installed or used by it pursuant to the service hereunder.

Upon making such removal, the Company shall leave the public streets and places affected thereby in the same or as good condition as they were immediately thereto.

(Continued)

SERVICE CLASSIFICATION NO. 3 (Continued)

SPECIAL PROVISIONS: (Continued)

G. As a condition of receiving service hereunder, the customer authorizes the Company, insofar as it lawfully may, to trim, cut, remove and to keep trimmed, cut and removed any trees and all other obstructions which, in the opinion of the Company, interfere with or may tend to interfere with the construction, operation and maintenance of the Company's service hereunder. Tree trimming required for light distribution on the highway, street and/or sidewalk surfaces is the responsibility of the customer, and shall be done by the customer or at the customer's expense.

SERVICE CLASSIFICATION NO. 4 (c)

APPLICABLE TO USE OF SERVICE FOR:

Private overhead street, yard or flood Mercury Vapor and Sodium Vapor lighting. (c)

CHARACTER OF SERVICE - MULTIPLE:

Continuous, 60 cycles, A. C., 120 Volts, single phase. Units will be photoelectrically controlled and operate approximately 4100 hours per year.

RATE - THREE PART - MONTHLY

(1) Luminaire Charge ($/month)

Nominal Lumens	Luminaire Type	Nominal Wattage	Total Wattage (c)	Delivery Charge (I)
Private Lighting Luminaries				
5,800	Sodium Vapor	70	108	32.65
16,000	Sodium Vapor	150	199	40.61
3,900	LED	28	28	42.87
5,000	LED	36	36	42.99
7,250	LED	50	50	43.53
9,365	LED	102	102	44.44
Flood Lighting Luminaires				
14,500	LED	96	96	35.31
20,000	LED	140	140	36.40
28,700	LED	195	195	37.76

The following luminaires will no longer be installed. Charges are for existing installations only:

4,000	Mercury Vapor	100	127	18.04
4,000	Mercury Vapor	100	127	16.19
7,900	Mercury Vapor	175	211	21.85
7,900	Mercury Vapor	175	211	19.94
12,000	Mercury Vapor	250	296	28.47
22,500	Mercury Vapor	400	459	37.00
27,500	Sodium Vapor	250	311	52.10
46,000	Sodium Vapor	400	488	57.57

(2) Default Service Charge

A Default Service Charge, determined in accordance with Section No. 18 of the Rules and Regulations, shall apply to customers taking Default Service from the Company. This charge is not applicable to customers obtaining Competitive Energy Supply.

The Default Service Charge shall apply to the kWh estimated in the following manner:

kWh = (Total Wattage ÷ 1,000) Times Monthly Burn Hours*

* See Monthly Burn Hours Table.
(I) Indicates Increase
(c) Indicate Change

(Continued)

SERVICE CLASSIFICATION NO. 4 (Continued)

RATE – FOUR PART - MONTHLY: (Continued) **(C)**

(3) State Tax Adjustment Surcharge

The State Tax Adjustment Surcharge included in this Tariff is applied to all charges under this Service Classification. Part 1 of The State Tax Adjustment surcharge applies to all charges except Default Service Charges. Part 2 of the State Tax Adjustment Surcharge applies to Default Service Charges.

(4) Distribution System Improvement Charge (DSIC) **(C)**

The Distribution System Improvement Charge included in this Tariff **(C)**
is applied to charges under this rate excluding amounts billed for **(C)**
the State Adjustment Surcharge (STAS). **(C)**

TERMS OF PAYMENT:

Bills are due and payable on or before twenty days from date bill is mailed to customer. If bill is not paid within twenty days, service may be discontinues after suitable written notice.

MOTHLY BR HOURS TABLE:

January	430		July	267
February	361	(A)	August	298
March	358		September	328
April	302		October	383
May	277		November	407
June	249		December	440

(B) 373 Burning Hours for Leap Year.

(C) Indicates Change (Continued)

SERVICE CLASSIFICATION NO. 4 (Continued)

TERM:

Contracts are made for an initial period of one year and continue in force thereafter, until terminated by seven days' written notice.

SPECIAL PROVISIONS:

A. Complete lighting units, installed according to Company standards, will be pole mounted for private road, yard or flood lighting service at the monthly charge per lamp hereinabove set forth. The Company will construct any required extension of service on private property and the customer shall reimburse the Company for the actual cost of such construction. The Company will furnish and install the complete lighting unit, make the necessary lamp renewals, and maintain the installation.

B. Short Term Service will be furnished only upon prepayment of the cost of installation and removal of equipment, less salvage value. For Recurring Seasonal Service the charges for the 12 months' period are due and payable in advance each year on the anniversary date of the contract.

C. Service for existing incandescent 92 Watt units will be billed at a monthly charge of $9.89 until the contract is terminated by mutual agreement.(I)

D. Fifteen foot brackets are available at an additional cost of $9.48 per year.
(I)

(I) Indicates Increase

SERVICE CLASSIFICATION NO. 5

APPLICABLE TO USE OF SERVICE FOR:

Supplementary, Back-up and/or Maintenance Service supplied by the Company under contract with a customer that qualifies as a "Small Power Production Facility" or as a "Cogeneration Facility" as defined in Section 292.203 (a) and (b) respectively, of Title 18 of the Code of Federal Regulations, subject to the Special Provision of this Service Classification. Supplementary, Back-up and /or Maintenance Service s that service required to be available when the customer's self-generated service is insufficient to meet the customer's total energy requirement and/or is unavailable.

CHARATER OF SERVICE:
Continuous, 60 cycles, A.C., single or three phase secondary at approximately 120/208 Volts, 120/240 Volts, and 277/480 Volts where available; or single or three phase primary at approximately 2400 Volts Delta where available.

RATE – FIVE PART - MONTHLY: **(C)**

		Primary	Secondary
(1)	Customer Charge	$109.74 per month	$25.41 per month
(2)	Demand Charge		
	Contract Demand . . .	$3.53 per kW	$5.53 per kW
	Metered Demand (Applicable during The billing months of June through September only)	$3.18 per kW	$3.22 per kW
(3)	Energy Charge.	6.4395¢ per kWh	6.4395¢ per kWh

(4) State Tax Adjustment Surcharge

The State Tax Adjustment Surcharge included in this Tariff is applied to charges hereunder.

(5) Distribution System Improvement Charge (DSIC) **(C)**

The Distribution System Improvement Charge included in this Tariff **(C)**
is applied to charges under this rate excluding amounts billed for **(C)**
the State Adjustment Surcharge (STAS). **(C)**

(C) Indicates Change (Continued)

SERVICE CLASSIFICATION NO. 5 (Continued)

MINIMUM CHARGE:

(1) Monthly - The Customer Charge plus the Contract Demand Charge;

(2) Contract - Twelve times the monthly Customer Charge plus twelve times the Contract Demand Charge, for the initial term.

DETERMINATION OF DEMAND:

A. Contract Demand

The Contract Demand shall be the kW demand contracted for by the customer or as modified in paragraph C below.

B. Metered Demand

The Metered Demand shall be the highest 15-minute integrated kW demand determined during the billing month by use of a suitable demand indicator.

C. Contract Demand Modification

If the Metered Demand exceeds the Contract Demand in any billing month, a penalty will be assessed as provided for in Special Provision B and said Metered Demand shall become the Contract Demand for the remainder of the term.

TERMS OF PAYMENT:

Bills are due and payable on or before fifteen days from date bill is mailed to customer. If bill is not paid within fifteen days, service may be discontinued after suitable written notice.

TERM:

The initial term shall be one year. Thereafter, the term shall be one year except that termination without penalty, shall be permitted prior to the term upon ninety days written notice.

SPECIAL PROVISIONS:

A. **Interconnection Costs**

The customer shall reimburse the Company for any costs incurred by the Company to interconnect with the qualifying facility. These

(Continued)

SERVICE CLASSIFICATION NO. 5 (Continued)

SPECIAL PROVISIONS: (Continued)

A. **Interconnection Costs** (Continued)

costs will be determined by the Company and shall include costs of connection, switching, metering, distribution, safety provisions and administrative costs, including engineering and feasibility studies, incurred by the Company to interconnect with the qualifying facility to the extent such costs are in excess of the corresponding costs which the Company would have incurred had the customer taken firm service. The customer may elect to reimburse the Company for these interconnection costs in one lump sum or to reimburse the Company over a period of time not to exceed five years. The interest rate for such an installment plan shall be the Company's rate of return on common equity last approved by the Commission.

B. **Excess Demand Penalty**

For each kW of maximum monthly demand taken in excess of the Contract Demand level, the customer shall pay a penalty as follows:

1) If the excess demand is equal to or less than 10% of the contract level - twelve times the monthly Contract Demand Charge; or

2) If the excess demand is greater than 10% of the contract level twenty-four times the monthly Contract Demand Charge.

C. **Mediation**

The customer shall have the right to seek Commission mediation on any of the above provisions, should the customer and Company not be able to agree. The Commission may designate Staff to consult with the parties. Any recommendations of Staff as to solutions of disagreements are not binding upon the parties.

SERVICE CLASSIFICATION NO. 6

APPLICABLE TO USE OF SERVICE FOR:

Interruptible Service supplied by the Company under contract with a customer qualifying as a "Small Power Production Facility" or as a "Cogeneration Facility" as defined in Section 292.203 (a) and (b) respectively, of Title 18 of the Code of Federal Regulations, subject to the Special Provision of this Service Classification. Interruptible Service is that service provided by the Company to a customer who agrees to discontinue use of the Company's service upon not less than two hours notice by the Company.

CHARATER OF SERVICE:
Continuous, 60 cycles, A.C., single or three phase secondary at approximately 120/208 Volts, 120/240 Volts, and 277/480 Volts where available; or single or three phase primary at approximately 2400 Volts Delta where available.

RATE – FIVE PART - MONTHLY: **(C)**

		Primary	Secondary
(1)	Customer Charge	$122.45 per month	$38.12 per month
(2)	Demand Charge		
	Contract Demand . . .	$3.53 per kW	$5.53 per kW
	Metered Demand (Applicable during the billing months of June through September only) . . .	$3.18 per kW	$3.22 per kW
(3)	Energy Charge.	5.7775¢ per kWh	5.7775¢ per kWh

(4) State Tax Adjustment Surcharge

The State Tax Adjustment Surcharge included in this Tariff is applied to charges hereunder.

(5) Distribution System Improvement Charge (DSIC) **(C)**
The Distribution System Improvement Charge included in this Tariff **(C)**
is applied to charges under this rate excluding amounts billed for **(C)**
the State Adjustment Surcharge (STAS). **(C)**

(C) Indicates Change (Continued)

ISSUED: December 16, 2022 EFFECTIVE: January 1, 2023

ISSUED BY: Michael German
President and CEO
Corning, New York

SERVICE CLASSIFICATION NO. 6 (Continued)

MINIMUM CHARGE:

(1) Monthly - The Customer Charge plus the Contract Demand Charge;

(2) Contract - Twelve times the monthly Customer Charge plus twelve times the Contract Demand Charge, for the initial term.

DETERMINATION OF DEMAND:

A. Contract Demand

The Contract Demand shall be the kW demand contracted for by the customer or as modified in paragraph C below.

B. Metered Demand

The Metered Demand shall be the highest 15-minute integrated kW demand determined during the billing month by use of a suitable demand indicator.

C. Contract Demand Modification

If the Metered Demand exceeds the Contract Demand in any billing month, a penalty will be assessed as provided for in Special Provision B and said Metered Demand shall become the Contract Demand for the remainder of the term.

TERMS OF PAYMENT:

Bills are due and payable on or before fifteen days from date bill is mailed to customer. If bill is not paid within fifteen days, service may be discontinued after suitable written notice.

TERMS:

The initial term shall be one year. Thereafter, the term shall be one year except that termination without penalty, shall be permitted prior to the term upon ninety days written notice.

(Continued)

SERVICE CLASSIFICATION NO.6 (Continued)

SPECIAL PROVISIONS:

A. Interconnection Costs

The customer shall reimburse the Company for any costs incurred by the Company to interconnect with the qualifying facility. These costs will be determined by the Company and shall include costs of connection, switching, metering, distribution, safety provisions and administrative costs, including engineering and feasibility studies, incurred by the Company to interconnect with the qualifying facility to the extent such costs are in excess of the corresponding costs which the Company would have incurred had the customer taken firm service. The customer may elect to reimburse the Company for these interconnection costs in one lump sum or to reimburse the Company over a period of time not to exceed five years. The interest rate for such an installment plan shall be the Company's rate of return on common equity last approved by the Commission.

B. Excess Demand Penalty

For each kW of maximum monthly demand taken in excess of the Contract Demand level, the customer shall pay a penalty as follows:

1) If the excess demand is equal to or less than 10% of the contract level - twelve times the monthly Contract Demand Charge; or

2) If the excess demand is greater than 10% of the contract level twenty-four times the monthly Contract Demand Charge.

C. Penalty for Non-Compliance with Interruption Notice

A penalty of $7.58 per kW of Meter Demand shall be charged to a customer for each failure to discontinue use of the Company's service when notified.

D. Mediation

The customer shall have the right to seek Commission mediation on any of the above provisions, should the customer and Company not be able to agree. The Commission may designate Staff to consult with the parties. Any recommendations of Staff as to solutions of disagreements are not binding upon the parties.